

Nontaxable Entity which previously paid a tap fee pursuant to this Subsection (b) subsequently acquire additional land, construct additional improvements and/or otherwise modify the use of its existing land and/or improvements such that it increases the Nontaxable Entity's use of detention capacity in the Storm Sewer System, said Nontaxable Entity shall pay the fee specified in this Subsection (b) for such increased use, less any tap fee previously paid with respect to detention capacity in the Storm Sewer System, within thirty (30) days following the date of an invoice from the District therefor. The foregoing provisions shall also apply if (i) the Customer failed to advise the District at the time of the initial application for a connection to any of the Systems that it was a Nontaxable Entity, regardless of the reason for any such failure, or (ii) subsequent to a Nontaxable Entity's initial application, additional service is required due to the Nontaxable Entity's acquisition of additional land, construction of new improvements and/or modification of the use of its existing land and/or improvements. In such instances, the fee in this Subsection (b) shall apply retroactively to the date of the initial application or the date of the changes since the Nontaxable Entity's initial application.

5.03. Regulation of Discharge to Storm Sewer System.

(a) Illicit Discharge. Discharge to the Storm Sewer System shall be limited solely to storm water discharges and non-storm water discharges or flows from the following sources:

- (1) water line flushing (excluding discharges of hyper-chlorinated water, unless the water is first de-chlorinated and discharges are not expected to adversely affect aquatic life);
- (2) runoff or return flow from landscape irrigation, lawn irrigation, and other irrigation utilizing potable water, groundwater, or surface water sources;
- (3) discharges from potable water sources;
- (4) diverted stream flows;
- (5) rising ground waters and springs;
- (6) uncontaminated ground water infiltration;
- (7) uncontaminated pumped ground water;
- (8) foundation and footing drains;

- (9) air conditioning condensation;
- (10) water from crawl space pumps;
- (11) individual residential vehicle washing;
- (12) flows from wetlands and riparian habitats;
- (13) de-chlorinated swimming pool discharges;
- (14) street wash water;
- (15) discharges or flows from firefighting activities (firefighting activities do not include washing of trucks, run-off water from training activities, test water from fire suppression systems, and similar activities);
- (16) other allowable non-storm water discharges listed in 40 C.F.R. §122.26(d)(2)(iv)(B)(1), as amended; and
- (17) non-storm water discharges that are specifically listed in the TPDES Multi-Sector General Permit (TXR050000) or the TPDES Construction General Permit (TXR150000).

Without limiting the generality of the above, no solids, grass or yard clippings, trash, construction materials, oils or grease, sludge or tank trunk waste (except waste from sources permitted above) shall be introduced into the Storm Sewer System.

(b) Access; Detection; Elimination. All Customers or owners of property that have a physical connection to the Storm Sewer System or that discharge to the Storm Sewer System shall allow access to their property and/or the property under their control by the District's Engineer, the District's Operator, or any District employee, consultant, agent or contractor, during normal business hours for the purpose of inspection or investigation of possible illicit connections to the Storm Sewer System, unauthorized discharges to the Storm Sewer System, or other violations of this Order related to the Storm Sewer System. The District will determine through the inspection if the illicit discharge may pose a serious threat to the integrity of the Storm Sewer System.

(c) Failure to Comply. Violations of this Section 5.03 are subject to penalties as set forth in this Order. Non-compliance with federal, state or local storm water quality laws, regulations or requirements shall constitute a violation of this Order, without regard to whether any federal, state or local administrative agency has investigated, issued a Notice of Violation, or otherwise made a determination with respect to such non-

compliance and notwithstanding any other provision of this Order which may appear to omit such laws, regulations or requirements. In addition, and without limiting the rights and remedies available to the District, the District may assess fees and costs incurred by the District to repair damage to the Storm Sewer System and to remove unauthorized materials from the Storm Sewer System.

5.04. Construction Activity.

(a) Storm Water Controls; Plan Review; Site Inspections. Prior to the disturbance of soils associated with any construction activity within the District requiring county or municipal construction permits, proper erosion control devices shall be designed, installed, and maintained in accordance with "Construction Site and Post-Construction Runoff Controls Storm Water Permit and Storm Water Quality Plan Guidelines - Fort Bend County," as amended, excluding Section 1 therein.. Construction plan reviews and inspections are required on all new development and redevelopment construction projects which disturb one acre or more, including projects less than one acre that are part of a larger common plan of development or sale that would disturb one acre or more. Construction plans shall be submitted to the District's Engineer for review prior to the start of any construction activities. The District's Engineer will review the construction plans and determine if proper erosion control devices are included in the project.

(b) Construction Site Operators. The following provisions apply to all new development and redevelopment construction projects which disturb one acre or more, including projects less than one acre that are part of a larger common plan of development or sale that would disturb one acre or more. As used hereinafter, the term "Construction Site Operator," shall have the definition ascribed to the term "Operator" under the TPDES Construction General Permit (TXR150000) issued by the Texas Commission on Environmental Quality. In addition, capitalized terms used in this

Subsection (b) that are not otherwise defined hereinafter shall have the meanings ascribed under TXR150000.

(1) Compliance with TXR150000. A Construction Site Operator is at all times required to be compliant with TXR150000. A storm water pollution prevention plan ("SWP3") with a descriptive narrative of the project, a site plan, and proposed Best Management Practices ("BMPs") must be prepared at least seven (7) days prior to commencement of soil-disturbing activities. For Small Construction Activities, a copy of the signed and certified construction site notice required under TXR150000 must be provided to the District's Engineer at least two (2) days prior to commencement of soil disturbing activities. For Large Construction Activities, among other notices required under TXR150000, a copy of the signed Notice of Intent ("NOI") for TPDES permit coverage under TXR1500000 must be submitted by the Construction Site Operator to the Texas Commission on Environmental Quality and to the District's Engineer at least seven (7) days prior to commencement of soil disturbing activities. The Construction Site Operator is responsible for the inspections required under TXR150000 and the implementation and regular maintenance of all BMPs listed in the SWP3 as required under TXR150000.

(2) Construction Site Operator Responsibilities. A Construction Site Operator is responsible for the management, implementation, SWP3 compliance, and compliance with all of their subcontractors, trades, suppliers, and agents.

(i) Erosion control devices shall be maintained in place at all times during construction activities. Contractors shall control all waste at the construction site such as discarded building materials, concrete truck washout water, chemicals, litter, and sanitary waste that may cause adverse impacts to water quality.

(ii) Prior to the completion of any approved construction activity, contractors must address post construction runoff. Erosion control devices shall be installed and maintained upon completion, where all construction debris and rubbish shall be removed from the site, and any damage to the District's facilities (including but not limited to the Storm Sewer System) shall be repaired at the expense of the developer, the Builder or homeowner constructing the improvements. The contractor is responsible for ensuring all erosion control devices and non-structural controls function properly so illicit discharge do not enter into the storm sewer system. All erosion control devices and non-structural controls must meet District standards or otherwise be satisfactory to the District's Engineer.

(c) Construction Site Inspections. The District reserves the right to conduct periodic construction site inspections to ensure compliance with this Section 5.03. Such inspections may be on a scheduled basis or on an as-needed, unannounced basis. No prior notification of an inspection shall be required from the District. The inspections will be performed by a representative of the District and documented utilizing an Engineering Checklist, Construction Inspection Form, and/or other forms.

(d) Failure to Comply. Failure of the Construction Site Operator, a contractor, subcontractor, developer, Builder, homeowner, Customer, or other person, firm, corporation or entity to comply with this Section 5.03 is a violation of this Order. Non-compliance with TXR150000 is a violation of this Order without regard to whether the Texas Commission on Environmental Quality or any federal, state or local administrative agency has investigated, issued a Notice of Violation, or otherwise made a determination with respect to such non-compliance. In addition, and without limiting the rights and remedies available to the District, the District may assess fees and costs to the

Construction Site Operator to repair damage to the Storm Sewer System and to install or repair the BMPs necessary to correct a violation of this Section 5.04.

Section 6. Damage to District Facilities; Tampering; Repairs and Obstructions.

6.01. Damage to and Tampering With Meters and/or District Facilities and Appurtenances. No person other than a duly authorized agent of the District shall open any meter box, repair, alter, adjust, remove, make connections or additions to, restore service when terminated for any reason under this Order, or in any other way take any action which affects any meter, meter box, service line or other appurtenance to any of the Systems. No person shall direct discharges to the Storm Sewer System in violation of this Order. The District reserves the right to immediately and without notice remove the meter or disconnect water service and/or any other service to any Customer whose meter, meter box, service line or other appurtenance to any of the Systems has been tampered with or altered in any way, or who has reconnected service which was terminated by the District or who has connected or otherwise directed discharges to a Storm Sewer System facility. In addition to the disconnection and reconnection fees charged under Section 4.02 of this Order and any penalties assessed under Section 7 of this Order, the District shall assess repair costs to Customer plus a damage fee of \$75.00.

6.02. Right to Repair. In recognition of the District's obligation to protect and maintain the public health, the District reserves the right to repair damage to the Systems and appurtenances caused by Customer without prior notice, and to assess against Customer such costs, including attorneys' fees, and such penalties as are provided in this Order or otherwise provided by law or legally available to the District, in addition to those charges necessary to repair the portion of the Systems so damaged.

6.03. Obstructions. After a water meter has been set, the Customer shall at all times keep the area in, around and upon the meter and box and District easements and property under Customer's control free from rubbish or obstructions of any kind. Failure to keep the meter and box and District easements and property under Customer's control free from rubbish or obstructions may result in disconnection of service and/or the assessment of charges necessary

to remove said obstructions. Customers are prohibited from introducing material into the Sanitary Sewer Systems which would cause obstruction of said System. In the event that an inspection by the District's Engineer or District's Operator reveals damage to the Sanitary Sewer System resulting from a Customer's failure to prevent obstructing materials from entering said System, the District reserves the right to immediately and without notice remove the obstruction. Any District costs for removal of obstructions, including the cleaning of grease traps or other pretreatment units, plus a District administration fee of fifty percent (50%) of said costs, shall be assessed to Customer. The District's Operator shall have rights of ingress and egress to Customer's property in order to carry out the provisions of this Section.

Section 7. Penalties for Violation; Attorney's Fees and Court Costs. Any person, corporation or other entity who:

- (1) violates any section of this Order or any order regulating waste heretofore or hereafter adopted by the District; or
- (2) makes unauthorized use of any of the Systems or District services or facilities including any trespass onto District sites, including but not limited to, the site of a District stormwater detention pond or drainage channel; or
- (3) violates the District's "Rules and Regulations Governing Sewer Lines and Sewer Connections" or any other rules or regulations of the District;

shall be subject to a civil penalty of not less than \$200.00, and in no event to exceed \$10,000, for each breach of the foregoing provisions. Each day that a breach continues shall be considered a separate breach. The amount of any penalty levied by the District pursuant to this Section 7 shall be established by the District's Board of Directors after reasonable notice to the violator and a public hearing relative to such matter before the Board of Directors.

Penalties levied under this Section 7 shall be in addition to such other penalties as are provided in this Order or any order regulating waste or Drought Contingency Plan heretofore or hereafter adopted by the District, any other penalties provided under the laws of the State of Texas, and any other right of recovery that the District may have for damages or otherwise under

applicable law. Notwithstanding the foregoing, in no event shall the District levy a penalty that is in excess of the jurisdictional limit of the justice court as provided by Section 27.031, Texas Government Code, as amended. In addition to the enforcement provisions set forth in this Order, the provisions of this Order, including any penalties levied hereunder, may be enforced by complaints filed in the appropriate court of jurisdiction in the county in which the District's principal office or meeting place is located. If the District prevails in any suit to enforce its rules, it may, in the same action, recover reasonable fees for attorneys, expert witnesses and other costs incurred by the District before the court. The amount of attorney's fees shall be fixed by the court.

Section 8. Appeal. Any determination by District's Operator or District's Engineer or authorized agent of the District or any dispute regarding the terms and provisions of this Order may be appealed to the Board of Directors of the District which shall conduct a hearing on the matter. All appeals shall either be submitted by Customer in writing or presented by Customer in person to the Board of Directors of the District at its regular meeting. In order to maintain service during the pendency of any such appeal in connection with fees or charges assessed hereunder, Customer shall pay all amounts, including service charges, penalties and other charges, due and payable to the District. Any amounts which are paid by the Customer and subsequently determined by the Board of Directors not to have been due shall be refunded to the Customer or credited against future bills, at the discretion of the District. The District's Operator and/or attorney shall provide Customer with information regarding appeals and hearing procedures upon Customer's request.

Section 9. Amendments. The District's Board of Directors has and specifically reserves the right to change, alter or amend any rate or provision of this Order at any time.

Section 10. Severability. The provisions of this Order are severable, and if any provision or part of this Order or the application thereof to any person or circumstances shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the



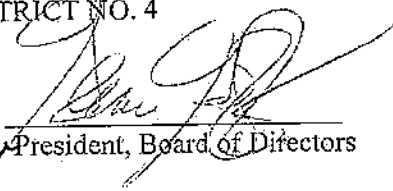
remainder of this Order and application of such provision or part of this Order shall not be affected thereby.

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

*SIGNATURES COMMENCE ON THE NEXT PAGE*

PASSED AND ADOPTED ON THIS 21<sup>st</sup> day of February, 2024.

GRAND LAKES MUNICIPAL UTILITY  
DISTRICT NO. 4

By:   
President, Board of Directors

ATTEST:

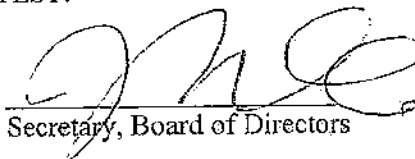
By:   
Secretary, Board of Directors



EXHIBIT "A"  
Customer Service Inspection Certification Form

Name of PWS: \_\_\_\_\_

PWS ID #: \_\_\_\_\_

Location of Service: \_\_\_\_\_

Reason for Inspection:

- |  |                          |
|--|--------------------------|
| New construction   | <input type="checkbox"/> |
| Existing service where contaminant hazards are suspected                 | <input type="checkbox"/> |
| Material improvement, correction or expansion of distribution facilities | <input type="checkbox"/> |

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 <input type="checkbox"/>	Non-Compliance <input type="checkbox"/>	
<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.
<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 on or after January 4, 2014 bears the expected labeling indicating $\leq 0.25\%$ lead content. If not properly labeled, please provide written comment.
<input type="checkbox"/>	<input type="checkbox"/>	(6) No solder or flux which contains more than 0.2% lead 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 <input type="checkbox"/>	Copper <input type="checkbox"/>	PVC <input type="checkbox"/>	Other <input type="checkbox"/>
Solder:	Lead <input type="checkbox"/>	Lead Free <input type="checkbox"/>	Solvent Weld <input type="checkbox"/>	Other <input type="checkbox"/>

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 Insp.:	_____

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

EXHIBIT "B"

Backflow Prevention Assembly Test and Maintenance Report

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

NAME OF  
PWS:

PWS ID#:

PWS  
MAILING  
ADDRESS:  
PWS  
CONTACT  
PERSON:  
ADDRESS  
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):**

- |  |   |
|--|---|
| <input type="checkbox"/> Reduced Pressure Principle (RPBA) | <input type="checkbox"/> Reduced Pressure Principle-Detector (RPBA-D)<br>Type II <input type="checkbox"/> |
| <input type="checkbox"/> Double Check Valve (DCVA)         | <input type="checkbox"/> Double Check-Detector (DCVA-D)<br>Type II <input type="checkbox"/>               |
| <input type="checkbox"/> Pressure Vacuum Breaker (PVB)     | <input type="checkbox"/> Spill-Resistant Pressure Vacuum Breaker (SVB)                                    |

Manufacturer:	Main:	Size:	Main:
	Bypass:		Bypass:
Model	Main:	BPA	
Number:	Bypass:	Location:	
Serial	Main:	BPA	
Number:	Bypass:	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  PASS <input type="checkbox"/>  FAIL <input type="checkbox"/>	Reduced Pressure Principle Assembly (RPBA)			Type II Assembly	PVB & SVB	
	DCVA		Relief Valve	Bypass Check	Air Inlet	Check Valve
	1 <sup>st</sup> Check	2 <sup>nd</sup> Check***				
<u>Initial</u> <u>Test</u> Date: _____  Time: _____	Held at _____ psid  Closed Tight <input type="checkbox"/> Leaked <input type="checkbox"/>	Held at _____ psid  Closed Tight <input type="checkbox"/> Leaked <input type="checkbox"/>	Opened at _____ psid  Did not open <input type="checkbox"/>	Held at _____ psid  Closed Tight <input type="checkbox"/> Leaked <input type="checkbox"/>	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"/>
Repairs and Materials Used**	Main:  Bypass:					
<u>Test</u> <u>After</u> <u>Repair</u> Date: _____  Time: _____	Held at _____ psid  Closed Tight <input type="checkbox"/>	Held at _____ psid  Closed Tight <input type="checkbox"/>	Opened at _____ psid	Held at _____ psid  Closed Tight <input type="checkbox"/>	Opened at _____ psid	Held at _____ psid

\*\*\* 2<sup>nd</sup> 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:	

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

**\* TEST RECORDS MUST BE KEPT FOR AT LEAST THREE YEARS [30 TAC**

**§290.46(B)]**

**\*\* USE ONLY MANUFACTURER'S REPLACEMENT PARTS**



**GRAND LAKES MUNICIPAL UTILITY DISTRICT NO. 1**

**RATE ORDER**

Dated: December 4, 2023  
Effective: December 1, 2023

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Exhibit "A" Service Inspection Certification Form

Exhibit "B" Sample Backflow Prevention Assembly Test and Maintenance Report

## RATE ORDER

WHEREAS, GRAND LAKES MUNICIPAL UTILITY DISTRICT NO. 1 (the "District") owns a water, sanitary sewer and storm sewer system designed to serve present and future inhabitants within the District; and

WHEREAS, it is necessary that fees, charges and conditions be ratified and established for service provided by said systems; and for other services provided by the District; and

WHEREAS, the Board of Directors has carefully considered the matter and is of the opinion that the following conditions should be established for service from the District and for the protection of the District's water, sanitary sewer and storm sewer systems and other District facilities, appurtenances and property. Now, Therefore,

BE IT ORDERED BY THE BOARD OF DIRECTORS OF GRAND LAKES MUNICIPAL UTILITY DISTRICT NO. 1, THAT THE FOLLOWING RATE ORDER IS HEREBY ADOPTED: Any Rate Order, and amendments thereto, heretofore adopted by the Board of Directors establishing rates for water and sewer service and pertaining to related matters shall be revoked on December 1, 2023, the effective date of this Rate Order (hereafter referred to as "Order").

Section 1. Definitions. For purposes of this Order, in addition to terms defined elsewhere herein, the following words or terms shall have the following meanings:

1.01. "Alternative Payment Services" shall mean one or more programs through which a Customer may pay for water and sanitary sewer services provided by the District, other than a payment by cash, cashier's check, check, or money order submitted directly by Customer, and which programs are offered to Customers through third party service providers and coordinated by the District's Operator. These Alternative Payment Services may include one or more of the following or others: (a) check by phone, (b) on-line payment by credit or debit card, (c) on-line bill payment through Customer's bank, (d) payment by Customers at local retail outlets, and (e) automatic monthly debit from Customer's account.

1.02. "Apartment(s)" shall mean dwelling structure(s) containing multiple dwelling units and shall include apartments, townhouses, condominiums and multiplexes.

1.03. "Builder" shall mean any person, firm, corporation or other entity, whether the property owner or other, constructing Residential, Apartment or Commercial aboveground improvements within the District.

1.04. "Commercial" 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, and any establishment not generally considered a single-family residence.

1.05. "Commercial Waste" shall mean liquid carried sanitary sewage discharged from Commercial Customer Connections which is properly shredded and amenable to biological treatment and which may contain trace amounts of sand, grit, lubricants and other petroleum products commonly associated with Commercial establishments such as service stations and car wash facilities.

1.06. "Customer" shall mean the person, firm, corporation or other entity which receives District services pursuant to this Order for a Residential, Commercial, Apartment or other structure, whether the owner, renter, Builder or lessee thereof. Inasmuch as this Order hereinafter makes it mandatory for each such structure to be connected to the Water System and Sanitary Sewer System as soon as said Systems become operable, the term "Customer" shall mean and include the person, firm, corporation or other entity which requests District water and sanitary sewer services for such structure at the time service becomes available to said structure.

1.07. "Customer Connection" shall mean each separately metered Residential, Apartment, Park and Recreational or Commercial facility that is physically connected to the Water System or Sanitary Sewer System, whether occupied or not, and where appropriate, shall refer to the point of physical connection of such facility to the Water System or Sanitary Sewer System.

1.08. "Customer Service Inspection Certification" shall mean the inspection and subsequent certification required to be provided to the District in the instances and in the manner set forth in this Order, and which shall be evidenced by the completion of a form in the form attached to this Order as Exhibit "A".

1.09. "Delinquent Bill" shall mean a bill for water and/or sanitary sewer service and/or other services, penalties and/or other charges of any nature imposed by the District, whether hereunder or pursuant to any Drought Contingency Plan or District order regulating waste including, without limitation, charges for solid waste collection and disposal services, for which payment in full (including, without limitation, all charges, penalties, additional security deposit as required, and late fees) has not been received before 5:00 p.m. of the twentieth (20th) day after the date of the bill (with respect to a regular monthly bill) or (with respect to delinquent or disconnection notices) before the date and time set forth in a notice from the District at an address specified therein for payment.

1.10. "District's Engineer" shall mean the person, firm or corporation which the District has engaged to provide engineering services for the District.

1.11. "District's Operator" shall mean the person, firm, corporation, municipal corporation or political subdivision with which the District has contracted for operation and maintenance of the Systems.

1.12. "Domestic Waste" shall mean liquid carried sanitary sewage discharged from Residential Customer Connections (including Apartments) which is properly shredded and amenable to biological treatment, which is normally discharged from Residential food preparation and bathroom facilities, and which has biological oxygen demand (5-day) and total suspended solids concentrations not exceeding 200 milligrams per liter.

1.13. "Drought Contingency Plan" shall mean any drought contingency or water conservation plan now in effect or hereafter adopted by the District.

1.14. "Extreme Weather Emergency" shall mean a period when the previous day's highest temperature did not exceed 28 degrees Fahrenheit and the temperature is predicted

to remain at or below that level for the next 24 hours according to the nearest National Weather Service Report for the area within which the District is located. An Extreme Weather Emergency is deemed to have ended on the second business day that the temperature exceeds 28 degrees Fahrenheit.

1.15. "Fire Line" shall mean a water supply line installed or constructed for the sole purpose of providing water during a fire or other emergency.

1.16. "Health Hazard" shall mean a cross-connection, potential contamination hazard, or other situation involving any substance that could, in the opinion of the District, cause death, illness, or spread of disease, or which has a high probability of causing such effects if introduced into the District's potable drinking water supply.

1.17. "Industrial Waste" shall mean waste other than Commercial Waste and Domestic Waste.

1.18. "Nontaxable Entity" shall mean the owner of any property within the District that is exempt from the payment of ad valorem taxes levied by the District.

1.19. "Nontaxable Entity" shall mean the owner of any property within the District that is exempt from the payment of ad valorem taxes levied by the District.

1.20. "Park and Recreational" shall mean landscaping in esplanades and green spaces within public rights-of-way or easements dedicated to a public body or non-profit homeowners association, landscaping in recreational areas owned and/or operated by a public body or non-profit homeowners association, and recreational facilities owned and/or operated by a public body or non-profit homeowners association existing primarily for the use and enjoyment of property owners within the District.

1.21. "Residential" shall mean and include only single family residences (including those owned by Builders) and shall not include Apartments unless specifically stated herein to the contrary.



1.22. "Sanitary Sewer System" shall mean the sanitary sewage collection, treatment and disposal system of the District, and all extensions and additions thereto, whether now in place or hereafter constructed.

1.23. "Storm Sewer System" shall mean the municipal separate storm sewer system serving the District and any related detention facility or drainage channel, and all extensions and additions thereto, whether now in place or hereafter constructed.

1.24. "Systems", as used herein, shall mean the Water System, the Sanitary Sewer System and the Storm Sewer System of the District, collectively, including all extensions and additions thereto, whether now in place or hereafter constructed.

1.25. "Water System" shall mean the potable water supply and distribution system of the District, and all extensions and additions thereto, whether now in place or hereafter constructed.

## Section 2. Initial Connections to Water System and Sanitary Sewer System.

2.01. Requirement to Connect. Each structure within the District requiring water and/or sanitary sewer services shall be physically connected to the Systems as soon as the District has made water and sanitary sewer services available to such structure. It is the policy of the District that all properties within the District shall be physically connected to both the Water System and Sanitary Sewer System. In the event that both water and sanitary sewer services are not available to a property at the time a Customer Connection is applied for, the Board of Directors, in its sole discretion, may permit connection to the Water System or Sanitary Sewer System without requiring connection to both the Water System and Sanitary Sewer System upon determination that acceptable alternative water supply service or wastewater treatment service is available to such property. If both water and sanitary sewer services do not become available at the same time, and if the District permits connection to the Water System or Sanitary Sewer System without requiring connection to both, the connection to the Water System must be made at the time the District is capable of providing water service to the property and the connection to

the Sanitary Sewer System must be made at the time the District is capable of providing sanitary sewer service to the property.

2.02. Septic Systems and Private Water Supply Systems. The construction and operation of septic systems and private water supply systems within the District shall be prohibited, unless the prior written consent of the Board of Directors is otherwise given and satisfactory arrangements are made with all regulatory agencies with jurisdiction over such matters. The Board of Directors may grant, deny or condition such consent in its sole discretion. The construction and operation of septic systems and private water supply systems shall at all times be subject to such terms and conditions as may be specified by the Board of Directors, if and to the extent consent for same is given.

2.03. Application for Water and Sanitary Sewer Connections. Each person desiring initial water and sanitary sewer services and related connections to the Water System and Sanitary Sewer System shall notify the District's Operator and shall sign and complete an application for such services and pay such fees as established by this Order. The application form may be amended by the District from time to time, as deemed appropriate, without the necessity of an amendment to this Order. No physical connection to the Water System or Sanitary Sewer System shall be made until such application has been completed and such fees have been paid. The District will provide water and/or sanitary sewer services, as and if then available, following completion of an application as required by this Section, payment of all fees then due pursuant to this Order and compliance with all other applicable requirements of this Order on a first-come/first-serve basis and will not, except as determined by the Board of Directors of the District in its sole discretion, issue utility commitment letters to Builders.

2.04. Tap Fees. The following fees shall be collected from the applicant by the District's Operator before physical connection is made to the Water System or Sanitary Sewer System (which fees shall include the meter and meter box and installation thereof):

- |     |                             |            |
|-----|-----------------------------|------------|
| (a) | 5/8" Residential connection | \$1,025.00 |
|-----|-----------------------------|------------|

- |     |   |  |
|-----|---|--|
| (b) | 3/4" Residential connection   | \$1,180.00   |
| (c) | 1" Residential  | \$1,600.00   |
| (d) | Nonstandard Residential connection<br>(other than 5/8" 3/4" or 1" water tap),<br>Commercial and Apartment connections | District's cost of installation (including labor and equipment charges) and materials, including the backflow prevention device and related materials, plus 200% of such costs.  |
| (e) | Nontaxable Entity connection  | District's cost of installation (including labor and equipment) and materials, including any backflow prevention device and related materials if installed by the District's Operator if so provided in this Order, plus the actual costs to the District for all facilities that are necessary to provide District services to the tract and that are financed or are to be financed in whole or in part by tax-supported bonds of the District. Notwithstanding any provision in this Order to the contrary, should a tract and/or the improvements thereon be owned and/or occupied by a Nontaxable Entity following the date of initial payment of a tap fee pursuant to one of the other subsections of this Section 2.04 such that ad valorem taxes are not due to the District with respect thereto, said Nontaxable Entity shall pay the fee specified in this Subsection (e), less any tap fee previously paid with respect to the initial connection to the Water System or Sanitary Sewer System, within thirty (30) days following the date of an invoice from the District therefor. Also notwithstanding any provision in this Order to the contrary, should a Nontaxable Entity which previously paid a tap fee pursuant to this Subsection (e) subsequently acquire additional land, construct additional improvements and/or otherwise modify the use of its existing land and/or improvements such that it increases the Nontaxable Entity's use of the District's facilities, said Nontaxable Entity shall pay the tap fee specified in this Subsection (e) for such increased use, less any tap fee previously paid with respect to the initial connection of such land and/or improvements to the Water |

System or Sanitary Sewer System, within thirty (30) days following the date of an invoice from the District therefor. The foregoing provisions shall also apply if (i) the Customer failed to advise the District at the time of the initial application for connection that it was a Nontaxable Entity, regardless of the reason for any such failure, or (ii) subsequent to a Nontaxable Entity's initial application, additional service is required due to the Nontaxable Entity's acquisition of additional land, construction of new improvements and/or modification of the use of its existing land and/or improvements. In such instances, the fee in this Subsection (e) shall apply retroactively to the date of the initial application for connection or the date of the change(s) since the Nontaxable Entity's initial application.

- (f) Fire Line Connection District's cost of installation and materials.
- (g) Park and Recreational connection District's cost of installation and materials.

In addition to the above, the payment of additional fees related to the Storm Sewer System may be required prior to initial connection to the Water System or Sanitary Sewer System pursuant to Section 5.02(b) hereof.

#### 2.05. Policies Governing Initial Connections

(a) Certification. Subject to the provisions of Section 2.01 hereof, physical connection shall not be made to the Water System or Sanitary Sewer System until the District's Engineer has certified that the System is operational. Continuous water service shall not be provided to any Customer until (i) an acceptable connection to the Sanitary Sewer System (except as to water service only Customers) has been made; (ii) all inspections required pursuant to Section 2.06 and Section 5 hereof have been performed; (iii) any deficiencies or damages noted during said inspections have been corrected and/or paid for; and (iv) a properly completed Customer Service Inspection Certification has been provided to the District.

(b) Availability of Access. Upon application for Customer Connection, the applicant shall grant an easement of ingress and egress to and from the water meter for such installation, maintenance and repair as the District, in its judgment, may deem necessary. Physical connection will not be made when, in the opinion of District's Engineer or the District's Operator, the work area is obstructed by building materials and debris or the work area is not completed to finished grade. When sidewalks, driveways or other improvements have been constructed prior to application for Customer Connection, such application shall be construed and accepted as a waiver of any claim for damages to such improvements resulting from the reasonable actions of the District's Operator relative to the installation of the Customer's connection to the Water System or Sanitary Sewer System.

(c) Property of District. All meters, fittings, boxes, valves and appurtenances installed shall remain the property of the District.

(d) Connections by District Operator. Physical connection to the Water System shall be made by the District's Operator unless specified otherwise by the Board of Directors of the District. Physical connection to the Sanitary Sewer System shall be made in accordance with the District's " Rules and Regulations Governing Sewer House Lines and Sewer Connections," and, if more restrictive or expansive, applicable requirements of the Texas Commission on Environmental Quality, and in accordance with Section 2.06 hereof. No person, other than the properly authorized agents of the District, shall be permitted to make any connection to the Water System, except for emergency fire-fighting purposes, or make any repairs or additions to or alterations in any meter, box, tap, pipe, cock or other fixture or appurtenance connected with the Water System, or any manhole, main, trunk, fixture or appurtenance of the Sanitary Sewer System without the prior written permission of the Board of Directors of the District.

(e) Submission of Plans for Commercial and Apartment Customer Connections. In addition to the requirements set forth in Section 5 below, each applicant

for a Commercial or Apartment Customer Connection or an applicant with an existing Commercial or Apartment Customer Connection that has proposed changes to and/or construction within its site that would provide for an additional connection or modification of an existing connection to the Water System or Sanitary Sewer System, shall, not less than thirty (30) days prior to the requested connection date or thirty (30) days prior to the proposed change and/or construction date, as applicable, submit to the District's Engineer or other party designated by the Board of Directors of the District, the following information:

- (1) Engineering plans (three sets for District purposes) signed and sealed by a Registered Professional Engineer of the State of Texas indicating details of building water distribution and sanitary sewer collection facilities, materials to be used and the location, size and number of proposed connections to the Water System or Sanitary Sewer System or applicant's existing system, as applicable;
- (2) The legal description of the land to be served by the Water System or Sanitary Sewer System and a copy of the recorded plat of same; and
- (3) A general description of the type of proposed Commercial establishment (including Apartments) and, if applicable, a description of the special measures taken in order to prevent any possible Industrial Waste and/or unauthorized Commercial Waste from entering the Sanitary Sewer System.

In recognition of the District's obligation to protect and maintain public health, the District's Engineer or other party designated by the Board of Directors of the District shall review the information presented and may approve or reject the application, request that further information be submitted prior to approval of the application, or require modifications to be made to the plans, including without limitation, requiring the installation of backflow preventors, grease traps, grinders, sampling wells, and/or pretreatment units as may be deemed necessary or appropriate for the protection of the

Water System or Sanitary Sewer System. The Customer shall be responsible for payment of all costs in connection with the review of said information. Customer shall be notified in writing as to the basis for rejection of its application. Failure to construct the facilities in accordance with approved plans shall constitute a basis for denial of District services or a basis for removal or suspension of District services, as applicable. If the application information is not timely provided, the District shall not be held responsible for delays in the installation of Water and Sanitary Sewer System connections or the provision of District services. Payment of tap fees to the District's Operator prior to the approval of plans shall not be considered approval of said plans or approval for connection to the Water System or Sanitary Sewer System or applicant's existing system, as applicable. Any unauthorized physical connection to the Water System or Sanitary Sewer System or applicant's existing system, as applicable, may be removed without notice at the expense of the applicant or the person or firm causing such connection to be made.

(f) Builder Damage Deposit. Upon first application for a Customer Connection, the applicant (the "Applicant") shall pay a damage deposit (the "Builder Deposit") in the amount of \$1,000.00 which deposit shall apply to all connections of such Applicant, whether one or more. The Builder Deposit is to secure the payment of costs to repair any District facilities damaged by the Applicant or other parties during the construction of the above ground improvements on the applicable property, including repairs necessary as a result of a failure to maintain proper storm water control and erosion and pollution prevention measures pursuant to Section 5.05 hereof ("Builder Damages"), and is in addition to the security deposit to secure payment of service charges required to be paid for each address pursuant to Section 3.01 of this Order. The Applicant shall be held responsible for any Builder Damages and shall reimburse the District for all costs incurred in repairing the Builder Damages.

After inspection by the District's Operator, the District may utilize the Builder Deposit to pay for any repairs to the District facilities made necessary by the Applicant's

construction activities. If the Builder Deposit is not sufficient to pay for such Builder Damages, the Applicant shall pay such outstanding balance due. No additional connections to the Water System or Sanitary Sewer System shall be permitted relative to any Applicant who has a Delinquent Bill for Builder Damages. If Applicant is building more than one house, building or other improvement with the District, the Builder Deposit shall remain at \$1,000.00 at all times, and if the District utilizes a portion or all of the Builder Deposit to repair Builder Damages, the Applicant shall pay to the District the amount(s) necessary to again have a \$1,000.00 Builder Deposit.

The District shall refund any remaining Builder Deposit upon completion of the last house, building or other improvement to be constructed within the District by the Applicant, final inspection by the District's Operator, and payment by the Applicant of all fees, charges and damages due to the District under this Order or otherwise, and any remaining amount can be applied to any outstanding fee, charge, tax, etc. owed by the Applicant to the District. No interest will be paid by the District on the Builder Deposit.

2.06. Inspections.

(a) Sanitary Sewer Inspections. A sanitary sewer inspection fee of \$95.00 for Residential Customer Connections and cost plus 25% for Commercial, Nontaxable Entity and Apartment Customer Connections, payable at the time of application for connection to the Sanitary Sewer System, shall be charged by the District for inspection of each physical connection to the Sanitary Sewer System and related service line. A fee of \$95.00 shall be charged by the District for each grease trap, sampling well or pretreatment unit installation inspection, which installation inspection fee shall be in addition to the monthly fee set forth in Section 3.05 hereof. Connections and related service lines shall be inspected for strict compliance with the District's "Rules and Regulations Governing Sewer House Lines and Sewer Connections." and/or, if more restrictive or expansive, applicable requirements of the Texas Commission on Environmental Quality. Customer shall notify the District's Operator prior to any such



connection being made. Customer shall again notify the District's Operator after the physical connection has been made and such District's Operator shall inspect and approve the connection prior to backfilling of the area and prior to the commencement of sanitary sewer service. Installations which fail to conform to said Rules and Regulations and/or such requirements of the Texas Commission on Environmental Quality, will be denied. Customer shall be notified in writing as to the basis for such denial. After noted deficiencies have been corrected, a reinspection shall be made upon payment to the District of a reinspection fee of \$95.00 for Residential Customer Connections and cost plus 25% for Commercial, Nontaxable Entity and Apartment Customer Connections. If subsequent reinspections are required before the connection to the Sanitary Sewer System and related service lines are found in compliance with said Rules and Regulations and/or such requirements of the Texas Commission on Environmental Quality, an additional reinspection fee of \$95.00 for Residential Customer Connections and cost plus 25% for Commercial, Nontaxable Entity and Apartment Customer Connections shall be charged for each such reinspection.

(b) Customer Service Inspection Certification. Prior to the District providing continuous water service from the Water System to (i) any new construction; (ii) any existing Customer Connection when the District, in its sole discretion, has reason to believe that a cross-connection or potential contamination hazards exist; or (iii) any existing Customer Connection after any material improvement, correction or addition to the private water distribution facilities, a properly completed Customer Service Inspection Certification shall be provided by the Customer to the District. "Continuous" water service, with respect to new construction, shall be deemed to commence upon the transfer of service from the builder of a building, residence, or other establishment to the initial occupant or user thereof.

For Residential Customer Connections, the District's Operator shall perform the inspection and provide the necessary certification, and the District shall charge the Customer a fee of \$80.00.

For Commercial (including Apartment) Customer Connections, the District's Operator shall perform the inspection and provide the necessary certification, and the District shall charge the Customer a fee of the District's cost plus 25%.

Customer shall be charged the same applicable fee set forth above for any reinspection required.

Should a Customer fail to provide to the District a properly completed Customer Service Inspection Certification, water service to such Customer will be terminated by the District and service shall not be restored by the District until the required Customer Service Inspection Certification form is provided.

(c) Inspection of District Facilities. In accordance with applicable rules of the Texas Commission on Environmental Quality, any person desiring water and sanitary sewer services from the District must notify the District's Operator prior to making any improvement or starting any construction on property within the District if such improvement, construction or equipment used in connection therewith will be within or in close proximity to easements, rights-of-way or property where District facilities are located. The District's Operator shall inspect each property or location at which the improvement or construction is to take place prior to commencement of same to verify the location and condition of District facilities on the property. Upon receipt of instructions from the contractor or Builder that construction of the facility or improvement is complete and prior to the transfer of the account to the subsequent Customer, the District's Operator shall make a final inspection of the water tap, meters and all other District facilities located on or around the property in question to verify the condition of such facilities. If damage to any District facilities is found, the District's Operator will repair such facilities and the Builder or contractor will be responsible for

payment of all costs incurred prior to the initiation of services to the property. A fee of \$95.00 shall be charged by the District to cover the costs of such inspections, which fee will be due and payable at the time the tap fee is paid.

2.07. Temporary Water Service. Withdrawal of water from flushing valves or fire hydrants or other appurtenances of the Water System without prior approval of the District, except for emergency fire-fighting purposes, is prohibited. The District's Operator shall be authorized to make a temporary connection to any fire hydrant or flushing valve upon request for temporary water service within the area of the District. Such temporary service shall be provided only through a District meter installed by the District's Operator. The applicant for temporary water service shall be required to post a deposit of \$500.00 which shall secure the payment for water supplied by the District, the installation fee, the safe return of the District's meter and fire hydrant wrench, and the cost of repair of any damage by a user of the hydrant. The fee for temporary water service shall be \$75.00 for costs of installation, plus \$0.50 per 1,000 gallons of water delivered through the meter. Temporary water service may be supplied outside the boundaries of the District only with the express authorization of the Board of Directors of the District.

Section 3. Rates and Fees for Water and Sanitary Sewer Services and Solid Waste Collection and Disposal Services. Each prospective Customer desiring water and sanitary sewer service and solid waste collection and disposal services shall be required to provide appropriate information in order to obtain such service and shall pay an application fee. Solid waste collection and disposal services are provided to every Residential Customer at no additional charge. The District does not provide solid waste collection services to Commercial or Apartment Customers.

3.01. Application Fee and Security Deposit. A non-refundable application fee of \$45.00 shall be charged for each Customer application, including for applications to transfer service from a Builder to a non-Builder Customer. Each Customer shall pay the applicable security deposit as follows:

- (a) Each Residential Customer \$150.00  
which owns the home at the address to be serviced, including Builders (as evidenced by a copy of the deed or other proof of ownership acceptable to the District which shall accompany the application for services)
- (b) Each Residential Customer \$150.00  
which rents the home at the address to be serviced (a copy of the lease or rental agreement shall be submitted with its application for services)
- (c) Each Apartment unit served by a separate meter. \$150.00
- (d) Non-Taxable Entity A deposit equal to 200% of the estimated total monthly service charges to such Customer, as determined by the District's engineer utilizing City of Houston criteria regarding usage.
- (e) Commercial Customers served by a separate meter. A deposit equal to 200% of the estimated total monthly service charges to such Customer, as determined by the District's engineer utilizing City of Houston criteria regarding usage.
- (f) Commercial Customers served by a separate meter. A deposit equal to 200% of the estimated total monthly service charges to such Customer, as determined by the District's engineer utilizing City of Houston criteria regarding usage.

Further, any Customer whose service is terminated pursuant to Section 4.02 hereof, whether such Customer is renting or leasing or owns the property to which service is provided, shall pay a deposit of \$150.00 (which deposit shall be in addition to any prior deposit if such Customer has previously paid a security deposit up to a maximum amount of \$450.00) before Customer's service is restored. Upon a written request, the District shall refund to a Customer such \$150.00 deposit paid for the restoration of service at such time as the Customer's account has remained current for a period of six (6) consecutive months. Upon final termination of service, such deposit shall be credited against amounts owed to the District and any balance refunded to the Customer within sixty (60) days after termination of service. The District shall

not be required to pay interest to the Customer on such security deposit. Further, any Customer whose service is terminated pursuant to Section 4.02 hereof shall pay such deposit (if such Customer has not previously paid a security deposit) or any deficiency in the deposit as a result of application of the deposit to a Delinquent Bill the Customer's service is restored. No service shall be restored until such fees and deposits have been received by the District in collected funds. Notwithstanding the foregoing, the District shall have the right, but not the obligation, at its sole discretion, to apply all or any portion of such security deposit without notice to the Customer to offset the amount of a Delinquent Bill that remains unpaid for more than thirty (30) days after becoming a Delinquent Bill. If the District applies the security deposit prior to termination of service, Customer shall be required to pay a replacement security deposit in accordance with this Section 3.01. Customer's failure to timely pay a replacement security deposit shall result in Customer's bill becoming a Delinquent Bill. Furthermore, nothing contained herein shall prevent the District from applying a Customer's security deposit on file with the District in accordance with 11 U.S.C. Section 366(c)(4) or any successor provision or any other applicable section of the federal Bankruptcy Code or applicable provision of state law.

3.02. Monthly Rates for Residential Water Service. Except as provided in Section 3.09 herein, the following rates per month, or any part thereof, shall be charged for Residential water service furnished by the District to each Customer Connection in every instance in which a different charge is not expressly and clearly provided for herein:

- |     |  |         |
|-----|--|---------|
| (a) | Minimum monthly charge for up to 10,000 gallons of water metered                               | \$25.00 |
| (b) | For each 1,000 gallons of water metered from 10,001 gallons to 20,000 gallons of water metered | \$2.00  |
| (c) | For each 1,000 gallons of water metered from 20,001 gallons to 50,000 gallons of water metered | \$4.00  |
| (d) | For each 1,000 gallons of water  |         |

metered over 50,000 gallons	\$5.00
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3.03. Monthly Rate for Residential Sanitary Sewer Service. The following rate per month, or any part thereof, shall be charged for Residential sanitary sewer service furnished by the District to each Customer Connection in every instance in which a different charge is not expressly and clearly provided for herein:

(a) Monthly Flat Rate	\$43.71
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; provided, however, that said rate shall not be charged to a Customer Connection which is installed for use for an irrigation system only and which does not discharge waste into the Sanitary Sewer System.

3.04. Monthly Rates for Commercial Water Service. The following rates per month, or any part thereof, shall be charged for Commercial water service furnished by the District to each Customer Connection in every instance in which a different charge is not expressly and clearly provided for herein:

(a) Minimum monthly charge for up to 10,000 gallons of water metered	\$25.00
(b) For each 1,000 gallons of water metered over 10,000 gallons	\$2.50

3.05. Monthly Rates for Commercial Sanitary Sewer Service. The following rates per month, or any part thereof, shall be charged for Commercial sanitary sewer service furnished by the District to each Customer Connection in every instance in which a different charge is not expressly provided for herein:

(a) Minimum monthly charge for up to 10,000 gallons of water metered	\$40.00
(b) For each 1,000 gallons of water metered over 10,000 gallons	\$3.00
(c) For each grease trap installed, there shall be charged a monthly flat rate inspection fee of (Any reinspection required shall be charged at the same rate)	\$70.00

; provided, however, that said rate shall not be charged to a Customer Connection which is installed for use for an irrigation system only and which does not discharge waste into the Sanitary Sewer System.

3.06. Monthly Rates for Water Service to Apartments. The following rates per month, or any part thereof, shall be charged per unit for water service furnished by the District to Apartment units served by separate meters:

- |     |   |         |
|-----|---|---------|
| (a) | Minimum monthly charge for up to<br>10,000 gallons of water metered | \$12.00 |
| (b) | For each 1,000 gallons of water<br>metered over 10,000 gallons      | \$2.20  |

Apartment units served by a master meter shall be charged as follows: The total number of gallons metered shall be divided by the number of apartment units to determine the average usage per unit. The average usage per unit shall be rounded up to the nearest 1,000 gallons for purposes of computing the amount to be charged hereunder. The rates specified above shall then be applied to such average usage to determine the charge per unit. The charge per unit shall then be multiplied by the applicable number of Apartment units to determine the total amount to be charged. Notwithstanding the foregoing, during the first three months after the date of initial connection to the Water System of Apartment units serviced by a master meter, the customer shall be charged for water usage at the rate of \$0.50/1,000 gallons. Beginning the first day of the next billing period after the third month, the following percentage of Apartment units planned ultimately to be served by such meter will conclusively be deemed to be completed and habitable and billing will be in accordance with the rates set forth above with each unit deemed completed and habitable being considered as one unit:

<u>Months After Tap</u>	<u>Percentage Habitable</u>
4 through 6	50%
7 through 9	75%
10 through 12	85%
13 and thereafter	100%

3.07. Monthly Rate for Sanitary Sewer Service to Apartments. The following rates per month, or any part thereof, shall be charged per unit for sanitary sewer service to Apartment units served by separate meters:

Monthly Flat Rate: \$12.00

Apartment units served by a master meter shall be charged as follows: The rate specified above shall be multiplied by the applicable number of Apartment units to determine the total amount to be charged. Notwithstanding the foregoing, during the first six months after the date of initial connection to the Sanitary Sewer System, of Apartment units served by a master meter, the charge for sanitary sewer service shall be deemed to be included in the charge for water service set forth in Section 3.06. Beginning the first day of the next billing period after the sixth month, the above-described schedule of habitability shall apply and billing will be in accordance with the rate set forth above, calculated by multiplying the applicable number of Apartment units times the flat rate for sanitary sewer service. Each Apartment unit shall be considered as one unit.

3.08. Monthly Rate for Water Service to Park and Recreational Facilities. The following rate per month, or any part thereof, shall be charged for water service furnished by the District in every instance in which a different charge is not expressly and clearly provided for herein:

\$0.35 per 1,000 gallons of water metered

; provided, however, that Park and Recreational Facilities owned and operated by the District shall be exempt from payment of said rate.

3.09. Monthly Rate for Sanitary Sewer Services to Park and Recreational Facilities. The following rate per month, or any part thereof, shall be charged for sanitary sewer service furnished by the District to Park and Recreational facilities in every instance in which a different charge is not expressly and clearly provided for herein:

\$0.35 per 1,000 gallons of water metered



; provided, however, that said rate shall not be charged to a Customer Connection which is installed for use for an irrigation system only and which does not discharge waste into the Sanitary Sewer System; and further provided, however, that Park and Recreational facilities owned and operated by the District shall be exempt from payment of said rate.

3.10. Regulatory Assessment and Other Fees. The regulatory assessments and other fees imposed pursuant to this Section 3.10 shall be billed and collected in the manner set forth in this Order and all Customers of the District shall be subject to penalties and/or termination of service for failure to pay said regulatory assessments and fees when due in the manner set forth herein.

(a) Texas Commission on Environmental Quality Assessment. The water and sanitary sewer service rates set forth above in Sections 3.02 through 3.09, inclusive and the rate for temporary water service in Section 2.07 include a regulatory assessment equal to one-half of one-percent of the charge for water and/or sewer service, as provided by Section 5.701(n), Texas Water Code, as amended.

(b) North Fort Bend Water Authority Groundwater Reduction Plan Fee. The District lies within the boundaries of the North Fort Bend Water Authority (the "Authority") and is subject to well pumpage and surface water fees imposed by the Authority for each 1,000 gallons of water pumped from the District's water wells and for all surface water delivered from the Authority to the District. In order to collect from the District's Customers sufficient funds to pay the Authority's groundwater reduction plan fees, the District hereby imposes a fee of \$4.90 for each 1,000 gallons of water billed to each Customer of the District pursuant to this Order, which fee shall be added to each Customer's bill. In addition, any surcharge imposed on the District by the Authority pursuant to the Authority's Drought Contingency Plan, as it may be amended from time to time, shall be converted to a charge per each 1,000 gallons of water, as necessary, and shall be charged to each Customer for each 1,000 gallons of water billed to the Customer pursuant to this Order, and be added to each Customer's bill. The water and sanitary

sewer service rates set forth above in Sections 3.02 through 3.09, inclusive, and the rate for temporary water service in Section 2.07 do not include the fee imposed hereunder.

3.11 Fees Associated with Alternative Payment Services. Alternative Payment Services which may be offered by the District are provided merely as a convenience to Customers and such services may be discontinued by the District at any time in its sole discretion. Customer's use of any alternative payment services does not relieve Customer of the obligation to ensure that payment is timely received by the District and the provisions of this Order, including, without limitation, Section 4 hereof, shall apply to any Delinquent Bill. All Alternative Payment Services are administered by third-party service providers and certain fees for use of the services may apply. Such fees are set by and charged to the Customer by the service providers rather than by the District. For any such automatic monthly debit program, a fee of \$1.00 per debit transaction processed by the District shall be charged to the Customer as a pass-through fee. Customer shall be provided notice of any applicable fees by the service providers for Alternative Payment Services prior to the time of payment and Customer shall be solely responsible for the payment of same. Any applicable service fees paid by Customer shall be in addition to the total amount owed to the District as reflected on Customer's bill.

3.12. Drought Contingency Plan. The water and sanitary sewer rates set forth above in Sections 3.02 through 3.09, inclusive, and the rate for temporary water service set forth above in Section 2.07 do not include any additional fees or charges imposed by the District during any drought response stage pursuant to the Drought Contingency Plan. Any such additional fees and charges, and any penalties under the Drought Contingency Plan, shall be billed and imposed by the District in accordance with the Drought Contingency Plan and shall be in addition to fees or charges under this Order, unless otherwise set forth in the Drought Contingency Plan.

3.13. Bulk Rates. The water and sanitary sewer service rates set forth above shall not be construed to prevent the District from furnishing water and/or sanitary sewer service to

any Customer at a bulk rate if deemed advisable by the District, with such rate to be determined on a case by case basis.

3.14. Policies Governing Water and Sanitary Sewer Services.

(a) No Reduced Rates or Free Service; Service Subject to Compliance with Laws and Agreements. All Customers receiving services 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 Customer; provided, however, this provision shall not prohibit the District, upon good cause shown, from establishing other reasonable classifications of Customers for which rates differing from the rates stated herein may be adopted. Failure to comply with (i) all applicable regulations and laws regarding service, including, without limitation, the requirement that a plat of the property to be served be recorded prior to service, and (ii) any agreement between the District and the Customer, including, without limitation, a utility commitment, shall be considered a violation of this Order and may result in denial or termination of service and/or assessment of penalties in accordance with the terms hereof.

(b) Entitlement. Customers are not guaranteed a specific quantity or pressure of water from the Water System or specific capacity in the Sanitary Sewer System for any purpose whatever and in no instance shall the District be liable for failure or refusal to furnish water or any particular amount or pressure of water from the Water System or to provide capacity in the Sanitary Sewer System or to collect solid waste.

(c) Unauthorized and Extraordinary Waste. The water and sewer service rates established herein are applicable for ordinary Domestic Waste normally considered to have a biological oxygen demand (five day) and total suspended solids of 200 milligrams per liter. Customers discharging, whether intentionally or unintentionally, non-Domestic Waste into the Sanitary Sewer System will be assessed additional charges as established by District based on the volume and concentration of the proposed waste, as well as costs of remediation and/or repairs to the Sanitary Sewer System occasioned as a consequence

of such discharge, in addition to any other penalties set forth herein and in any order regulating waste heretofore or hereafter adopted by the District. Customers proposing to discharge or discharging certain Commercial Waste, including Commercial Waste from food processing or other food handling establishments, will be required to install garbage grinders and may be required to install grease traps or pretreatment units when so ordered by the District following the evaluation of the effects of high concentrations of organics on the Sanitary Sewer System. Customers which are required to install garbage grinders, grease traps or other types of pretreatment units shall maintain same in good working condition, which shall include, but not be limited to, regular cleaning. The District shall have the right to inspect such pretreatment units, and, in order to protect the District's facilities, reserves the right, if Customer has failed to do so, to perform the required maintenance at Customer's expense and/or to discontinue service to Customer. The District's current waste discharge permit prohibits the introduction of Industrial Waste into the Sanitary Sewer System. All Customers of the Sanitary Sewer System shall be subject to the terms and conditions of any order regulating waste heretofore or hereafter adopted by the District, pursuant to the terms of which the District may establish rates and charges to produce revenues to pay such additional costs incurred by the District in connection with such Industrial Waste. Further, the District shall have the right to terminate service to any Customer which violates any such order regulating waste in accordance with Section 4.02 hereof and the penalties specified in Section 7 hereof shall apply, in addition to any other penalties or other charges specified in such order or herein. The District's Operator shall have rights of ingress and egress to Customer's property in order to carry out the provisions of this Section.

(d) Plumbing Regulations. The following plumbing regulations are pursuant to Texas Commission on Environmental Quality regulations and Section 1417 of the federal Safe Drinking Water Act, as amended by the federal Reduction of Lead in Drinking Water Act enacted on January 4, 2011 (and effective January 4, 2014), and any

Environmental Protection Agency regulations adopted thereunder and are applicable to all Customers of the District. The stricter of the standards in the above shall be met, notwithstanding anything below to the contrary.

(i) No direct connection between the Water System and a potential source of contamination shall be permitted; potential sources of contamination shall be isolated from the Water System by an air gap or an appropriate backflow prevention device in accordance with applicable Texas Commission on Environmental Quality requirements and/or as otherwise required by the District in its reasonable discretion;

(ii) No cross connection between the Water System and any private water system shall be permitted, and any potential threat of cross connection shall be eliminated at the service connection by the installation of an air gap or a reduced pressure-zone backflow prevention device;

(iii) No connection which allows water used for condensing, cooling or industrial processes, or water from any other system of nonpotable usage over which the District does not have sanitary control to be returned to the Water System shall be permitted;

(iv) No pipe or connection which allows water to be returned to the Water System is permitted;

(v) The use of pipes, pipe fittings, plumbing fittings, and fixtures that contain more than a weighted average of 0.25 percent lead, or solders and flux that contain more than 0.2 percent lead is prohibited for installation or repair of the Water System and for installation or repair of any plumbing in any Residential or Commercial facility providing water for human consumption and connected to the Water System. This requirement may be waived for leaded joints that are necessary for repairs to cast iron pipe; and

(vi) Notwithstanding anything to the contrary contained herein, the District reserves the right to inspect each Customer's property at any time for possible cross connections and other potential contamination hazards in violation of this Order, including, without limitation, irrigation and swimming pool connections. The Customer shall, upon receipt of notice from the District, immediately correct any potential contamination hazard existing on his premises to prevent possible contamination of the Water System. The existence of a serious threat to the integrity of the Water System shall be considered sufficient grounds for immediate termination of water service. Water service will be restored only when the source of potential contamination no longer exists, or when sufficient additional safeguards have been taken to protect the Water System from contamination, and a Customer Service Inspection Certification confirming the correction of a potential contamination hazard has been submitted to the District. The District shall not be required to follow the procedures set forth in Section 4.02 hereof when terminating water service to a Customer under this Section 3.14(d). However, the Customer shall be subject to the same charge for restoration of service terminated pursuant to this Section 3.14(d) as is set forth in Section 4.02 hereof.

(e) Backflow Prevention Requirements. No connection to the Water System shall be allowed to any Customer Connection where the District, in its sole discretion, has reason to believe that an actual or potential contamination hazard exists unless the Water System is protected from contamination. The following backflow prevention requirements are applicable to all Customers of the District:

(i) Backflow prevention assemblies shall be installed, tested and maintained, at the Customer's expense, at any Customer Connection in accordance with applicable Texas Commission on Environmental Quality

requirements and/or as otherwise required by the District in its reasonable discretion.

The use of a backflow prevention device at the service connection shall be considered additional backflow protection and shall not negate the use of backflow prevention on the internal hazards of any Customer Connection as outlined and enforced by applicable Texas Commission on Environmental Quality regulations and/or local plumbing codes.

(ii) All backflow prevention assemblies installed at any Customer Connection shall be tested upon installation by a recognized backflow prevention assembly tester (pursuant to Texas Commission on Environmental Quality regulations) and certified to be operating within specifications. Backflow prevention assemblies which are installed to provide protection against a Health Hazard (as defined in 30 T.A.C. Sec. 290.38) must also be tested and certified to be operating within specifications at least annually by a recognized backflow prevention assembly tester.

(iii) For each backflow prevention assembly required to be installed pursuant to this Order, it shall be the responsibility of the Customer to have such assembly installed, tested upon installation, and tested periodically thereafter as required by Subsection (ii) above, and to submit to the District's Operator for recordkeeping purposes within seven (7) days after each such test a signed and dated original Backflow Prevention Assembly Test and Maintenance Report ("Test Report"), in the form attached to this Order as Exhibit "B", completed by a recognized backflow prevention assembly tester. An annual fee of \$85.00 for each backflow prevention assembly required to be installed pursuant to this Order shall be charged by the District to cover the costs of administering the backflow prevention assembly testing and record keeping program, which fee will be due and payable during the July billing period.

(iv) If a Customer fails to comply with the requirements of this Section 3.13(e), the District may terminate service to the Customer or the District may instruct the District's Operator to properly install, test and maintain the necessary backflow prevention assembly and bill the Customer for all expenses incurred in connection therewith.

(f) Proration of Certain Bills for Residential Customers. Residential Customers receiving water and/or sanitary sewer services from the District for a period of less than a full calendar month shall be entitled to a proration of the monthly charge for such services set forth in Section 3.02, Section 3.03 and Section 3.09 above, provided the Customer's usage for such period does not exceed the minimum monthly usage set forth therein. In the event the Customer's actual usage during such period exceeds the minimum monthly usage set forth in Section 3.02, Section 3.03 and Section 3.09 above, the Customer's bill shall be calculated in the manner set forth in such Sections.

Section 4. Method of Payment; Delinquency in Payment; Penalty; Discontinuation and Termination of Service. Except as set forth in Section 4.01 below, all payments made under this Order shall be subject to and in accordance with procedures adopted by the District's Operator as to acceptable forms of payment, which may, at the District's Operator's discretion, include one or more of the following: cash, check, money order, cashier's check, or an Alternative Payment Service.

4.01. Penalty for Failure to Pay Bill Before Delinquency. A charge of ten percent (10%) of the amount of the Customer's bill shall be added to the Customer's bill when such Customer has failed to pay any bill before it becomes a Delinquent Bill. A charge of \$10.00 shall also be added to a Customer's bill for each written notice of delinquency sent to a Customer. (No separate charge shall be imposed for the notice left on a Customer's front door.) If a Customer's bill, or any part thereof, becomes a Delinquent Bill, the Delinquent Bill plus the penalty thereon shall be immediately due and payable. Prior to termination of service, a Delinquent Bill is payable by either cash, cashier's check, or money order presented at the office



of the District's Operator or by use of an Alternative Payment Service, subject to and in accordance with procedures adopted by the District's Operator as to acceptable forms of payment. Following termination of service, a Delinquent Bill is payable only by either cash, cashier's check, or money order presented at the office of the District's Operator, subject to and in accordance with procedures adopted by the District's Operator as to acceptable forms of payment. A charge of \$30.00 shall be imposed for each notice forwarded to a Customer as a result of a Customer's payment (whether made by check or via one or more Alternative Payment Service) being returned by a bank or other third-party payor for any reason. In addition, should a payment (whether by check or via one or more Alternative Payment Service) have been returned by a bank or other third-party payor then the returned payment shall be replaced with either money order or cashier's check, or, if accepted by the District's Operator, cash, all subject to and in accordance with procedures adopted by the District's Operator as to acceptable forms of payment presented at the office of the District's Operator. This provision shall apply regardless of whether Customer's bill is a Delinquent Bill at the time the payment is returned.

4.02. Termination of Service. The District shall have the right to terminate service and cut off the supply of water to a Customer and/or a Customer's access to the Systems at any time after its bill becomes a Delinquent Bill or upon violation by the Customer of this Order or of any order regulating waste heretofore or hereafter adopted by the District. The Customer shall, by written notice mailed to the Customer's address as reflected in the records of the District, be notified of the delinquency or violation and the date on which service shall be terminated if the account (including delinquent charges and penalty) is not paid in full or the violation corrected, which date shall not be less than five (5) days from the date such notice is sent. With respect to a Delinquent Bill, such notice shall state the place and time at which the account may be paid and the method by which it must be paid as set forth in Section 4.01 above and that any errors in the bill may be corrected by contacting the billing company, whose telephone number shall also be given in such notice. All notices of termination shall state that the Customer has the right to appeal such termination to the Board of Directors of the District. The

notice shall also be left by the District's Operator on the front door at the address to which the service in question was provided at least twenty-four (24) hours prior to the time at which service shall be terminated. If the delinquent account (including any non-delinquent portion thereof), including penalty and all other charges then due and owing, has not been paid in full or the violation corrected by the proposed termination date, service shall then be discontinued unless otherwise agreed by the Board of Directors of the District. A charge of \$70.00 shall be imposed for the restoration of service discontinued pursuant to this section. Payment of the unpaid account, including penalty and all other charges then due and owing plus any required deposit, shall be paid in cash, cashier's check or money order prior to restoration of water service where service has been terminated because of the Customer's failure to pay a bill before it became a Delinquent Bill.

4.03. Payment of Bills and Continuation of Service During Extreme Weather Emergency. During an Extreme Weather Emergency, and notwithstanding any provisions to the contrary herein, including, but not limited to Sections 4.01 and 4.02, a Customer may not be charged any late fees or penalties, nor may a Customer's service be terminated, for failure to timely pay a bill that is due during an Extreme Weather Emergency. The imposition of late fees and penalties and the termination of service for failure to pay a Delinquent Bill that is due during an Extreme Weather Emergency shall resume upon the cessation of the Extreme Weather Emergency. A Customer may submit to the District's Operator, within 30 days of the end of the Extreme Weather Emergency, a request for a payment plan for any Delinquent Bill that is or was due during an Extreme Weather Emergency. A request for a payment plan shall either be submitted by Customer in writing or presented by Customer in person to the Board of Directors of the District during a public meeting, which request shall, subject to the terms hereof, be granted by the District's Board of Directors at its next meeting. The District's Board of Directors may determine, in its sole discretion, the schedule and terms of the payment plan, including (i) the total amount due, (ii) the number of installments (whether one or more), (iii) the amount of any finance charge, not to exceed an annual rate of ten percent (10%) simple interest, (iv) the

deadline for each installment, (v) the dates of the Extreme Weather Emergency, and (vi) the due dates and amounts of any bills that were due during the Extreme Weather Emergency. The District shall send written notice of the terms of the payment plan to the requesting Customer, after which the Customer shall have seven (7) business days to accept or reject, in writing, the payment plan offered by the District. If the District does not receive written notice of a Customer's acceptance of an offered payment plan within seven (7) business days, it shall be deemed rejected. A Customer that violates the terms of any payment plan extended by the District shall be subject to the provisions of this Rate Order regarding delinquent payment of bills and discontinuation of service.

4.04. Discontinuing Service Upon Request of a Customer. Whenever a Customer of the District requests that service be temporarily discontinued, Customer shall notify the District's Operator at least two days prior to the time that such service discontinuation is desired, unless discontinuation is requested sooner to enable emergency plumbing repairs. A charge of \$25.00 shall be made for restoring service when such service is discontinued and restored at the request of the Customer and Customer is not delinquent in the payment of any bill at the time of either request.

Section 5. Storm Sewer System; Storm Water Guidance Manual. The District owns, operates and maintains all or a portion of the Storm Sewer System in order to furnish storm water drainage service to the land located within its boundaries. Storm water drainage may be discharged by Customers and property owners within the District to the Storm Sewer System, subject to the provisions of the Storm Water Guidance Manual described hereinafter, ]the following provisions of this Section 5, and the requirements of any federal, state or local agency with jurisdiction over storm drainage and flood control. All persons shall take notice that the District has a Storm Water Management Program ("SWMP") in force and effect. As part of the SWMP, the District has adopted a Storm Water Guidance Manual. The terms and provisions of the Storm Water Guidance Manual are incorporated herein by reference for all purposes as if same were set out in full below. The following provisions of this Section 5 shall be understood

to implement and provide for the enforcement of the SWMP, including the Storm Water Guidance Manual. Non-compliance with the Storm Water Guidance Manual shall constitute a violation of this Order. In the event of a conflict between the following provisions of this Section and the Storm Water Guidance Manual, the Storm Water Guidance Manual shall control and prevail.

5.01. Connection to Storm Sewer System. Residential Customers may discharge storm water flows to the curb and gutter system. Otherwise, no physical connection to the Storm Sewer System shall be made by Residential Customers without the prior written consent of the Board of Directors of the District. The Board of Directors may grant, deny or condition such consent in its sole discretion. Physical connection to the Storm Sewer System by a Residential Customer shall at all times be subject to such terms and conditions as may be specified by the Board of Directors, if and to the extent consent for same is given. Physical connection to the Storm Sewer System may be made by non-Residential Customers, subject to compliance with the remaining provisions of this Section. For purposes of the remainder of this Section 5.01 and Section 5.02 only, the term "physical connection" means and refers to a controlled conveyance of storm water by pipe, line, drainage ditch or swale or other improvements or facilities, and excludes the uncontrolled sheet flow of storm water.

An application for a physical connection to the Storm Sewer System by a non-Residential Customer may be made at the same time, or separate from, an application for a physical connection to the Water System or Sanitary Sewer System under Section 2.05 hereof. Each such applicant for a physical connection to the Storm Sewer System or an applicant with an existing physical connection to the Storm Sewer System that has proposed changes to and/or construction within its site that would require an additional connection of its internal storm sewer lines to the Storm Sewer System, shall, not less than thirty (30) days prior to the requested connection date or thirty (30) days prior to the proposed change and/or construction date, as applicable, submit to the District's Engineer or other party designated by the Board of Directors of the District, the following information:

(a) Engineering plans (three sets for District purposes) signed and sealed by a Registered Professional Engineer of the State of Texas indicating details of building internal storm sewer collection and detention facilities, materials to be used and the location, size and number of proposed connections to the District's Storm Sewer System or applicant's existing internal storm sewer system, as applicable;

(b) The legal description of the land to be served by the Storm Sewer System and a copy of the recorded plat of same; and

(c) A general description of the type of proposed improvements to be served by the Storm Sewer System, calculations of square footage of proposed impervious cover, and, if applicable, a description of the special measures taken in order to prevent any discharges to the Storm Sewer System in violation of this Order.

In recognition of the District's obligation to protect and maintain public health and the District's obligation to regulate discharges to the Storm Sewer System under federal, state and local laws and regulations, including, without limitation the National Pollutant Discharge Elimination System adopted under Title 40, Part 22 of the Code of Federal Regulations, as amended, the Clean Water Act, 33 U.S.C. § 1251 *et seq.*, as amended, the Texas Pollutant Discharge Elimination System ("TPDES"), and the provisions of the TPDES General Permit for Small Municipal Separate Storm Sewer Systems (TXR040000), and the "Construction Site and Post-Construction Runoff Controls Storm Water Permit and Storm Water Quality Plan Guidelines - Fort Bend County," as amended, excluding Section 1 therein, the District's Engineer or other party designated by the Board of Directors of the District shall review the information presented and may approve or reject the application, request that further information be submitted prior to approval of the application, or require modifications to be made to the plans, including without limitation, requiring the installation of physical control measures to prevent unauthorized discharges to the Storm Sewer System. The Customer shall be responsible for payment of all costs in connection with the review of said information. Customer shall be notified in writing as to the basis for rejection of its application. Failure to construct the facilities in accordance with

approved plans shall constitute a basis for denial of District services or a basis for removal or suspension of District services, as applicable. If the application information is not timely provided, the District shall not be held responsible for delays in the installation of water and sanitary sewer connections or the provision of District services. Payment of any tap fees under Section 2.04 or Section 5.02(b), as applicable, prior to the approval of plans shall not be considered approval of said plans or approval for connection to the Storm Sewer System or applicant's internal storm sewer system, as applicable. Any unauthorized physical connection to the Storm Sewer System or applicant's existing internal storm sewer system, as applicable, may be removed without notice at the expense of the Customer or person or firm causing such connection to be made.

5.02. Storm Water Detention.

(a) Detention Capacity. The Storm Sewer System furnishes or will be constructed to furnish post-development storm water detention capacity for all the Customers and owners of property within the boundaries of the District.

(b) Tap Fee for Nontaxable Entity. In addition to any tap fee which may be due for a physical connection to the Water System or Sanitary Sewer System under Section 2.04 hereof, a Nontaxable Entity which requires or will otherwise utilize detention capacity provided by the Storm Sewer System shall pay an additional tap fee equal to the applicant's proportionate share of actual or estimated costs to the District for all facilities that are necessary to provide such detention capacity and that are financed or are to be financed in whole or in part by tax-supported bonds of the District. Unless otherwise approved by the Board of Directors of the District, such fee shall be paid within thirty (30) days following the date of an invoice from the District therefor. Notwithstanding any provision in this Order to the contrary, should a tract and/or the improvements thereon become owned and/or occupied by a Nontaxable Entity after physical connection to the Storm Sewer System such that ad valorem taxes are not due to the District with respect thereto, said Nontaxable Entity shall pay the fee specified in this

Subsection (b) within thirty (30) days following the date of an invoice from the District therefor. Also notwithstanding any provision in this Order to the contrary, should a Nontaxable Entity which previously paid a tap fee pursuant to this Subsection (b) subsequently acquire additional land, construct additional improvements and/or otherwise modify the use of its existing land and/or improvements such that it increases the Nontaxable Entity's use of detention capacity in the Storm Sewer System, said Nontaxable Entity shall pay the fee specified in this Subsection (b) for such increased use, less any tap fee previously paid with respect to detention capacity in the Storm Sewer System, within thirty (30) days following the date of an invoice from the District therefor. The foregoing provisions shall also apply if (i) the Customer failed to advise the District at the time of the initial application for a connection to any of the Systems that it was a Nontaxable Entity, regardless of the reason for any such failure, or (ii) subsequent to a Nontaxable Entity's initial application, additional service is required due to the Nontaxable Entity's acquisition of additional land, construction of new improvements and/or modification of the use of its existing land and/or improvements. In such instances, the fee in this Subsection (b) shall apply retroactively to the date of the initial application or the date of the changes since the Nontaxable Entity's initial application.

5.03. Regulation of Discharge to Storm Sewer System.

(a) Illicit Discharge. Discharge to the Storm Sewer System shall be limited solely to storm water discharges and non-storm water discharges or flows from the following sources:

- (1) water line flushing (excluding discharges of hyper-chlorinated water, unless the water is first de-chlorinated and discharges are not expected to adversely affect aquatic life);
- (2) runoff or return flow from landscape irrigation, lawn irrigation, and other irrigation utilizing potable water, groundwater, or surface water sources;
- (3) discharges from potable water sources;
- (4) diverted stream flows;
- (5) rising ground waters and springs;

- (6) uncontaminated ground water infiltration;
- (7) uncontaminated pumped ground water;
- (8) foundation and footing drains;
- (9) air conditioning condensation;
- (10) water from crawl space pumps;
- (11) individual residential vehicle washing;
- (12) flows from wetlands and riparian habitats;
- (13) de-chlorinated swimming pool discharges;
- (14) street wash water;
- (15) discharges or flows from firefighting activities (firefighting activities do not include washing of trucks, run-off water from training activities, test water from fire suppression systems, and similar activities);
- (16) other allowable non-storm water discharges listed in 40 C.F.R. § 122.26(d)(2)(iv)(B)(1), as amended; and
- (17) non-storm water discharges that are specifically listed in the TPDES Multi-Sector General Permit (TXR050000) or the TPDES Construction General Permit (TXR150000).

Without limiting the generality of the above, no solids, grass or yard clippings, trash, construction materials, oils or grease, sludge or tank trunk waste (except waste from sources permitted above) shall be introduced into the Storm Sewer System.

(b) Access; Detection; Elimination. All Customers or owners of property that have a physical connection to the Storm Sewer System or that discharge to the Storm Sewer System shall allow access to their property and/or the property under their control by the District's Engineer, the District's Operator, or any District employee, consultant, agent or contractor, during normal business hours for the purpose of inspection or investigation of possible illicit connections to the Storm Sewer System, unauthorized discharges to the Storm Sewer System, or other violations of this Order related to the Storm Sewer System. The District will determine through the inspection if the illicit discharge may pose a serious threat to the integrity of the Storm Sewer System.

(c) Failure to Comply. Violations of this Section 5.03 are subject to penalties as set forth in this Order. Non-compliance with federal, state or local storm water quality laws, regulations or requirements shall constitute a violation of this Order, without regard



to whether any federal, state or local administrative agency has investigated, issued a Notice of Violation, or otherwise made a determination with respect to such non-compliance and notwithstanding any other provision of this Order which may appear to omit such laws, regulations or requirements. In addition, and without limiting the rights and remedies available to the District, the District may assess fees and costs incurred by the District to repair damage to the Storm Sewer System and to remove unauthorized materials from the Storm Sewer System.

5.04. Construction Activity.

(a) Storm Water Controls; Plan Review; Site Inspections. Prior to the disturbance of soils associated with any construction activity within the District requiring county or municipal construction permits, proper erosion control devices shall be designed, installed, and maintained in accordance with "Construction Site and Post-Construction Runoff Controls Storm Water Permit and Storm Water Quality Plan Guidelines - Fort Bend County," as amended, excluding Section 1 therein.. Construction plan reviews and inspections are required on all new development and redevelopment construction projects which disturb one acre or more, including projects less than one acre that are part of a larger common plan of development or sale that would disturb one acre or more. Construction plans shall be submitted to the District's Engineer for review prior to the start of any construction activities. The District's Engineer will review the construction plans and determine if proper erosion control devices are included in the project.

(b) Construction Site Operators. The following provisions apply to all new development and redevelopment construction projects which disturb one acre or more, including projects less than one acre that are part of a larger common plan of development or sale that would disturb one acre or more. As used hereinafter, the term "Construction Site Operator," shall have the definition ascribed to the term "Operator" under the TPDES Construction General Permit (TXR150000) issued by the Texas

Commission on Environmental Quality. In addition, capitalized terms used in this Subsection (b) that are not otherwise defined hereinafter shall have the meanings ascribed under TXR150000.

(1) Compliance with TXR150000. A Construction Site Operator is at all times required to be compliant with TXR150000. A storm water pollution prevention plan ("SWP3") with a descriptive narrative of the project, a site plan, and proposed Best Management Practices ("BMPs") must be prepared at least seven (7) days prior to commencement of soil-disturbing activities. For Small Construction Activities, a copy of the signed and certified construction site notice required under TXR150000 must be provided to the District's Engineer at least two (2) days prior to commencement of soil disturbing activities. For Large Construction Activities, among other notices required under TXR150000, a copy of the signed Notice of Intent ("NOI") for TPDES permit coverage under TXR1500000 must be submitted by the Construction Site Operator to the Texas Commission on Environmental Quality and to the District's Engineer at least seven (7) days prior to commencement of soil disturbing activities. The Construction Site Operator is responsible for the inspections required under TXR150000 and the implementation and regular maintenance of all BMPs listed in the SWP3 as required under TXR150000.

(2) Construction Site Operator Responsibilities. A Construction Site Operator is responsible for the management, implementation, SWP3 compliance, and compliance with all of their subcontractors, trades, suppliers, and agents.

(i) Erosion control devices shall be maintained in place at all times during construction activities. Contractors shall control all waste at the construction site such as discarded building materials, concrete truck washout water, chemicals, litter, and sanitary waste that may cause adverse impacts to water quality.

(ii) Prior to the completion of any approved construction activity, contractors must address post construction runoff. Erosion control devices shall be installed and maintained upon completion, where all construction debris and rubbish shall be removed from the site, and any damage to the District's facilities (including but not limited to the Storm Sewer System) shall be repaired at the expense of the developer, the Builder or homeowner constructing the improvements. The contractor is responsible for ensuring all erosion control devices and non-structural controls function properly so illicit discharge do not enter into the storm sewer system. All erosion control devices and non-structural controls must meet District standards or otherwise be satisfactory to the District's Engineer.

(c) Construction Site Inspections. The District reserves the right to conduct periodic construction site inspections to ensure compliance with this Section 5.03. Such inspections may be on a scheduled basis or on an as-needed, unannounced basis. No prior notification of an inspection shall be required from the District. The inspections will be performed by a representative of the District and documented utilizing an Engineering Checklist, Construction Inspection Form, and/or other forms.

(d) Failure to Comply. Failure of the Construction Site Operator, a contractor, subcontractor, developer, Builder, homeowner, Customer, or other person, firm, corporation or entity to comply with this Section 5.03 is a violation of this Order. Non-compliance with TXR150000 is a violation of this Order without regard to whether the Texas Commission on Environmental Quality or any federal, state or local administrative agency has investigated, issued a Notice of Violation, or otherwise made a determination with respect to such non-compliance. In addition, and without limiting the rights and remedies available to the District, the District may assess fees and costs to the

Construction Site Operator to repair damage to the Storm Sewer System and to install or repair the BMPs necessary to correct a violation of this Section 5.04.

Section 6. Damage to District Facilities; Tampering; Repairs and Obstructions.

6.01. Damage to and Tampering With Meters and/or District Facilities and Appurtenances. No person other than a duly authorized agent of the District shall open any meter box, repair, alter, adjust, remove, make connections or additions to, restore service when terminated for any reason under this Order, or in any other way take any action which affects any meter, meter box, service line or other appurtenance to any Systems. No person shall direct discharges to the Storm Sewer System in violation of this Order. The District reserves the right to immediately and without notice remove the meter or disconnect water service and/or other service to any Customer whose meter, meter box, service line or other appurtenance to any of the Systems has been tampered with or altered in any way, or who has reconnected service which was terminated by the District or who has connected or otherwise directed discharges to a Storm Sewer System facility. In addition to the disconnection and reconnection fees charged under Section 4.02 of this Order and any penalties assessed under Section 7 of this Order, the District shall assess (i) a fee of \$60.00 for the removal and reinstallation of a meter under this Section 6.01, and (ii) any repair costs incurred by the District hereunder, and (iii) a damage fee of \$75.00.

6.02. Right to Repair. In recognition of the District's obligation to protect and maintain the public health, the District reserves the right to repair damage to the Systems and appurtenances caused by Customer without prior notice, and to assess against Customer such costs, including attorneys' fees, and such penalties as are provided in this Order or otherwise provided by law or legally available to the District, in addition to those charges necessary to repair the portion of the Systems so damaged.

6.03. Obstructions. After a water meter has been set, the Customer shall at all times keep the area in, around and upon the meter and box and District easements and property under Customer's control free from rubbish or obstructions of any kind. Failure to keep the

meter and box and District easements and property under Customer's control free from rubbish or obstructions may result in disconnection of service and/or the assessment of charges necessary to remove said obstructions. Customers are prohibited from introducing material into the Sanitary Sewer System which would cause obstruction of said System. In the event that an inspection by the District's Engineer or District's Operator reveals damage to the Sanitary Sewer System resulting from a Customer's failure to prevent obstructing materials from entering said System, the District reserves the right to immediately and without notice remove the obstruction. Any District costs for removal of obstructions, including the cleaning of grease traps or other pretreatment units, plus a District administration fee of fifty percent (50%) of said costs, shall be assessed to Customer. The District's Operator shall have rights of ingress and egress to Customer's property in order to carry out the provisions of this Section.

Section 7. Penalties for Violation; Attorney's Fees and Court Costs. Any person, corporation or other entity who:

- (1) violates any section of this Order or any order regulating waste heretofore or hereafter adopted by the District; or
- (2) makes unauthorized use of any of the Systems or District services or facilities including any trespass onto District sites, including but not limited to, the site of a District stormwater detention pond or drainage channel; or
- (3) violates the District's Rules and Regulations Governing Sewer House Lines and Sewer Connections or any other rules or regulations of the District;

shall be subject to a civil penalty of not less than \$200.00, and in no event to exceed \$10,000, for each breach of the foregoing provisions. Each day that a breach continues shall be considered a separate breach. The amount of any penalty levied by the District pursuant to this Section 7 shall be established by the District's Board of Directors after reasonable notice to the violator and a public hearing relative to such matter before the Board of Directors.

Penalties levied under this Section 7 shall be in addition to such other penalties as are provided in this Order or any order regulating waste or Drought Contingency Plan heretofore or

hereafter adopted by the District, any other penalties provided under the laws of the State of Texas, and any other right of recovery that the District may have for damages or otherwise under applicable law. Notwithstanding the foregoing, in no event shall the District levy a penalty that is in excess of the jurisdictional limit of the justice court as provided by Section 27.031, Texas Government Code, as amended. In addition to the enforcement provisions set forth in this Order, the provisions of this Order, including any penalties levied hereunder, may be enforced by complaints filed in the appropriate court of jurisdiction in the county in which the District's principal office or meeting place is located. If the District prevails in any suit to enforce its rules, it may, in the same action, recover reasonable fees for attorneys, expert witnesses and other costs incurred by the District before the court. The amount of attorney's fees shall be fixed by the court.

Section 8. Appeal. Any determination by District's Operator or District's Engineer or authorized agent of the District or any dispute regarding the terms and provisions of this Order may be appealed to the Board of Directors of the District which shall conduct a hearing on the matter. All appeals shall either be submitted by Customer in writing or presented by Customer in person to the Board of Directors of the District at its regular meeting. In order to maintain service during the pendency of any such appeal in connection with fees or charges assessed hereunder, Customer shall pay all amounts, including service charges, penalties and other charges, due and payable to the District. Any amounts which are paid by the Customer and subsequently determined by the Board of Directors not to have been due shall be refunded to the Customer or credited against future bills, at the discretion of the District. The District's Operator and/or attorney shall provide Customer with information regarding appeals and hearing procedures upon Customer's request.

Section 9. Amendments. The District's Board of Directors has and specifically reserves the right to change, alter or amend any rate or provision of this Order at any time.

Section 10. Severability. The provisions of this Order are severable, and if any provision or part of this Order or the application thereof to any person or circumstances shall ever be held

by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Order and application of such provision or part of this Order shall not be affected thereby.

The President or Vice President is authorized to execute and the Secretary, Assistant Secretary or Secretary Pro-Tempore of is authorized to attest this Order on behalf of the Board and the District.

SIGNATURES COMMENCE ON THE NEXT PAGE

Passed and adopted this 4<sup>th</sup> day of December, 2023.

ATTEST:

/s/ William Shutt  
President

/s/ Anand Maru  
Assistant Secretary

(SEAL)



**EXHIBIT "A"**  
**Customer Service Inspection Certification Form**

Name of PWS: \_\_\_\_\_

PWS ID #: \_\_\_\_\_

Location of Service: \_\_\_\_\_

Reason for Inspection:

New construction ☐

Existing service where contaminant hazards are suspected ☐

Material improvement, correction 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 <input type="checkbox"/>	Non-Compliance <input type="checkbox"/>		
<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.
<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 on or after January 4, 2014 bears the expected labeling indicating $\leq 0.25\%$ lead content. If not properly labeled, please provide written comment.
<input type="checkbox"/>	<input type="checkbox"/>	(6)	No solder or flux which contains more than 0.2% lead 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 <input type="checkbox"/>	Copper <input type="checkbox"/>	PVC <input type="checkbox"/>	Other <input type="checkbox"/>
Solder:	Lead <input type="checkbox"/>	Lead Free <input type="checkbox"/>	Solvent Weld <input type="checkbox"/>	Other <input type="checkbox"/>

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 Insp.:	_____

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

**EXHIBIT "B"**  
**Backflow Prevention Assembly Test and Maintenance Report**

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

NAME OF PWS:	
PWS ID#:	
PWS MAILING ADDRESS:	
PWS CONTACT PERSON:	
ADDRESS 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):**

<input type="checkbox"/> Reduced Pressure Principle (RPBA)	<input type="checkbox"/> Reduced Pressure Principle-Detector (RPBA-D)
<input type="checkbox"/> Double Check Valve (DCVA)	<input type="checkbox"/> Type II Double Check-Detector (DCVA-D)
<input type="checkbox"/> Pressure Vacuum Breaker (PVB)	<input type="checkbox"/> Type II Spill-Resistant Pressure Vacuum Breaker (SVB)

Manufacturer:	Main:	Bypass:	Size:	Main:
Model Number:	Main:	Bypass:	BPA Location:	Bypass:
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

<b>TEST RESULT</b> <b>PASS</b> <input type="checkbox"/> <b>FAIL</b> <input type="checkbox"/>	Reduced Pressure Principle Assembly (RPBA)			Type II Assembly	PVB & SVB	
	DCVA		Relief Valve	Bypass Check	Air Inlet	Check Valve
	1 <sup>st</sup> Check	2 <sup>nd</sup> Check***				
<b>Initial Test</b> Date: _____ Time: _____	Held at _____ psid Closed Tight <input type="checkbox"/> Leaked <input type="checkbox"/>	Held at _____ psid Closed Tight <input type="checkbox"/> Leaked <input type="checkbox"/>	Opened at _____ psid Did not open <input type="checkbox"/>	Held at _____ psid Closed Tight <input type="checkbox"/> Leaked <input type="checkbox"/>	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"/>

Repairs and Materials Used**	Main: _____ Bypass: _____					
<b>Test After Repair</b> Date: _____ Time: _____	Held at _____ psid Closed Tight <input type="checkbox"/>	Held at _____ psid Closed Tight <input type="checkbox"/>	Opened at _____ psid	Held at _____ psid Closed Tight <input type="checkbox"/>	Opened at _____ psid	Held at _____ psid

\*\*\* 2<sup>nd</sup> 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:	

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

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

\*\* USE ONLY MANUFACTURER'S REPLACEMENT PARTS

# **ATTACHMENT C**



# Rate Order Change Notice

Feb 19, 2024

Share ▼

Dear Grand Lakes MUD 2 customer,

For several years Grand Lakes MUD 2 has enjoyed a robust revenue source from our **Strategic Partnership Agreement** (SPA) with the City of Houston. This additional revenue allowed us to pay off the districts debt early resulting in the low tax rate that we have today. Additionally, we were able to keep our Water and Sewer rates low.

*As a reminder you may have noticed a "credit" on your bill reflecting \$2.00 / 1000 gallons used. This was to help relieve the NFBWA fee that has increased over the years.*

Beginning in early 2023 this revenue source has declined by approximately 90% and therefore we are no longer able to subsidize at previous levels. This unfortunate change has compelled the district to evaluate our rates and beginning with your February water bill we will remove the \$2.00 credit we have all enjoyed. We also find it necessary to increase water and sewer rates to allow us to meet our budget going forward.

We will continue to have one of, if not the lowest tax rate in the area. As always, your board of directors is committed to providing the highest level of service at the most economical cost to all users.

Thank you for your understanding,

Grand lakes MUD 2 Board of Directors

© 2024 Grand Lakes Municipal Utility District No. 2

**Legal Notices & Disclaimers**

Website provided by Touchstone

COPY

56791

**STRATEGIC PARTNERSHIP AGREEMENT  
BETWEEN THE CITY OF HOUSTON, TEXAS,  
AND GRAND LAKES MUNICIPAL UTILITY DISTRICT NO. 2**

05-0205

**THE STATE OF TEXAS**

**COUNTY OF HARRIS**

This **STRATEGIC PARTNERSHIP AGREEMENT** (this "Agreement") is entered into as of the Effective Date between the **CITY OF HOUSTON, TEXAS**, a municipal corporation principally situated in Harris County, Texas, acting through its governing body, the City Council of the City of Houston, Texas (the "City"), and **GRAND LAKES MUNICIPAL UTILITY DISTRICT NO. 2** (the "District"), a conservation and reclamation district created pursuant to Article XVI, Section 59, Texas Constitution and operating pursuant to Chapters 49 and 54, Texas Water Code.

**RECITALS**

1. Texas Local Government Code, Sec. 43.0751 (the "Act") authorizes the City and certain utility districts to negotiate and enter into a strategic partnership agreement by mutual consent; and
2. This Agreement provides for the annexation of a tract of land in the District as more specifically described in Exhibit "A" ("Tract"), by the City for limited purposes;
3. As required by the Act, the City held public hearings on February 9, 2005 and February 16, 2005 at City Council Chambers, and the District held public hearings on January 17, 2005 at 1300 Post Oak Blvd., Suite 1400, Houston, Harris County, Texas, and February 10, 2005 at 3903 Trailstone Lane, Katy, Fort Bend County, Texas, at which members of the public were given the opportunity to present testimony or evidence regarding the proposed Agreement, and the City and the District made copies of the proposed Agreement available, and gave notice of the hearings prior to the public hearings in accordance with the terms of the Act;
4. The City and the District wish to enter into a strategic partnership agreement to provide the terms under which services will be provided by the District and under which the District will continue to exist for an extended period of time after the Tract of land within the District is annexed for limited purposes.

**THE PARTIES AGREE AS FOLLOWS:**



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## ARTICLE I

### FINDINGS

The City and the District find and declare:

1. The Act authorizes the City and the District to enter into this Agreement to define the terms under which services will be provided to the City and the District and under which the District will continue to exist after the Tract is annexed for limited purposes pursuant to this Agreement;

2. This Agreement does not require the District to provide revenue to the City solely for the purpose of an agreement with the City to forgo annexation of the District;

3. This Agreement provides benefits to the City and the District, including revenue, services, or regulations which are reasonable and equitable with regard to the benefits provided to the other Party;

4. All the terms contained in this Agreement are lawful and appropriate to provide for the provision of municipal services; and

5. The City and the District negotiated this Agreement by mutual consent; the terms of the Agreement are not a result of the City's Annexation Plan or any arbitration between the City and the District.

## ARTICLE II

### DEFINITIONS

Unless the context requires otherwise, and in addition to the terms defined above, the following terms used in this Agreement will have the meanings set out below:

"Act" means Texas Local Government Code, Sec. 43.0751 (Vernon Supp. 2003) and any amendments thereto.

"Agreement" means this Strategic Partnership Agreement between the City and the District.

"Board" means the Board of Directors of the District.

"City" means the City of Houston, Texas, a municipal corporation principally situated in Harris County, Texas.

"City Charter" means the Charter of the City and any amendments thereto.

"City Code" means the Code of Ordinances of the City and any amendments thereto.

"City Council" means the City Council of the City or any successor governing body.

"Consent Ordinance" means Ordinance Nos. 85-1874 and 98-944, including all attachments and exhibits passed by the City Council consenting to the creation of and inclusion of land in the District.

"Comptroller" means the Comptroller of Public Accounts of the State of Texas.

"Director" means the Director of Planning and Development Department of the City or his or her designee.

"District" means Grand Lakes Municipal Utility District No. 2, a conservation and reclamation district created pursuant to Article XVI, Section 59, Texas Constitution and operating pursuant to Chapters 49 and 54, Texas Water Code.

"Effective Date" means the date the City Controller countersigns this Agreement.

"ETJ" means the extraterritorial jurisdiction of the City.

"Government Code" means the Texas Government Code and any amendments thereto.

"Implementation Date" means the date the limited-purpose annexation ordinance is passed by City Council pursuant to Section 3.01.

"Landowner" means a person that owns real property in the District.

"Local Government Code" means the Texas Local Government Code and any amendments thereto.

"Party" or "Parties" means a party or the parties to this Agreement, being the City and the District.

"Resident" means a person that resides in the District.

"Sales and Use Tax" means the sales and use tax authorized to be imposed in the Tract by the Act and Tax Code Chapter 321.

"Tax Code" means the Texas Tax Code and any amendments thereto.

"Tract" means the tract of land described in Exhibit "A" to this Agreement but excluding territory outside the boundaries of the District.

### ARTICLE III

#### LIMITED-PURPOSE ANNEXATION

##### Section 3.01 Generally

As soon as practicable following the approval of this Agreement by City Council, as authorized by the Act, the City shall annex the Tract for limited purposes.

The Parties recognize that at the time of the Agreement, the City's power to zone is restricted by City Charter Article VII-b, Section 13. If the City adopts a zoning ordinance pursuant to City Charter Article VII-b, Section 13, during the period of limited-purpose annexation, the zoning ordinance shall only apply to the Tract if the exclusion of the Tract from the zoning ordinance would, as a matter of law, invalidate the City's ability to zone the City as a whole. If the City initiates procedures to adopt a zoning ordinance, the City agrees to use its best efforts to draft an ordinance in a manner that would not require any application of the ordinance to the Tract. If the City is required

to apply any zoning ordinance to the Tract during the period of limited-purpose annexation, the City agrees to apply a zoning classification to the property inside the Tract that would not cause any then-current structure or the use of any property inside the Tract to become noncomplying or nonconforming as a result of the classification.

### **Section 3.02 Property Taxes and District Liability for Debts of the City**

During the term of this Agreement, except as provided in Article V: (i) neither the District nor any owners of taxable property within the District is liable for any present or future debts of the City, and (ii) current and future ad valorem taxes levied by the City will not be levied on taxable property within the District.

### **Section 3.03 Powers and Functions Retained by the District**

Except as limited by the Consent Ordinance, the District is authorized to exercise all powers and functions of a municipal utility district provided by existing law or any amendments or additions thereto. The District's assets, liabilities, indebtedness, and obligations will remain the responsibility of the District. Disposition or acquisition of additional assets, liabilities, indebtedness, and obligations will be governed by the Consent Ordinance to the extent the Consent Ordinance is not inconsistent with this Agreement.

## **ARTICLE IV**

### **VOTING RIGHTS IN THE DISTRICT**

#### **Section 4.01 Generally**

Upon annexation of the Tract for limited purposes by the City, the qualified voters of the Tract may vote in City elections pursuant to Local Government Code Sec. 43.130. Voting rights are subject to all state and federal laws and regulations.

#### **Section 4.02 Notice**

On or after the 15th day but before the fifth day before the date of the first election held in which the residents of the Tract are entitled to vote as set out in Section 4.01, the City at its own expense, shall publish a quarter-page advertisement in a newspaper of general circulation in the District per Subsection 43.0751(d) of the Act notifying the residents of the Tract of their eligibility to vote in the election and stating the location of all polling places within the Tract. The District, at its own expense, may provide for similar notice in a newspaper of general circulation in the Tract or otherwise.

#### **Section 4.03 Designation of Precincts and Preparation of Ballots**

The City shall include the Tract in an adjacent single-member City Council district and establish an election precinct or election precincts for the purpose of allowing qualified voters in the area to participate in City elections. The City Secretary shall prepare the official ballot by which the qualified resident voters of the Tract are entitled to vote pursuant to the laws of the State of Texas.

## **ARTICLE V**

### **SALES AND USE TAX**

#### **Section 5.01 Imposition of the City's Sales and Use Tax**

Pursuant to Subsection (k) of the Act, the City shall impose a Sales and Use Tax within the Tract upon the limited-purpose annexation of the Tract. The Sales and Use Tax shall be imposed on the receipts from the sale and use at retail of taxable items at the rate of one percent or the rate specified under future amendments to Chapter 321 of the Tax Code. The Sales and Use Tax shall take effect on the date described in Tax Code Sec. 321.102.

#### **Section 5.02 Payment of Sales and Use Tax to the District**

The City shall pay to the District an amount equal to 50% of the Sales and Use Tax revenues that are reported on the monthly sales tax report provided by the Comptroller and received by the City from the Comptroller after the date of the limited-purpose annexation of the Tract. The City shall deliver the District's portion of the Sales and Use Tax revenues to the District within 30 days of the City's receipt of the sales report from the Comptroller. Government Code Chapter 2251 shall govern and provide the penalty if the City fails to deliver the District's portion in a timely manner. For the purposes of determining the applicable overdue date under Chapter 2251, the City is deemed to have received an invoice from the District on the date the City receives the sales tax report from the Comptroller without further action from the District.

The City agrees to make reasonable efforts to obtain amended and supplemental reports from the Comptroller to reflect, to the greatest extent practicable, all Sales and Use Tax revenues generated within the boundaries of the Tract. Revenues resulting from such amended and supplemental reports will be divided and paid as provided above.

The City shall deliver to the District a condensed version of each monthly sales tax report provided by the Comptroller, containing only the contents of the sales tax report relating to retail sales and retailers in the Tract within 30 days of the City's receipt of the sales tax report.

#### **Section 5.03 Notification of Comptroller**

The City shall send notice of this Agreement and the limited-purpose annexation of the Tract to the Comptroller within three days of the Implementation Date in the manner provided by Tax Code Sec. 321.102. The City shall send to the District a copy of any notice from the Comptroller delaying the effectiveness of the Sales and Use Tax in the Tract.

#### **Section 5.04 District Use of Sales and Use Tax Revenue**

The District shall use the Sales and Use Tax revenue provided in Section 5.02 only for purposes for which the District is lawfully authorized to use its ad valorem tax revenues or other revenues.

#### **Section 5.05 District Audit Rights**

The District may audit the Sales and Use Tax collections by the City solely to determine whether the Sales and Use Tax revenue payments provided by Section 5.02 have been made to the

District in accordance with this Agreement. Any audit shall be made at the District's sole cost and expense and may be performed at any time during the City's regular business hours by an auditor hired by the District on 30 days written notice to the City. For the purpose of any audits, the City shall maintain and make available to the District or its representatives all books, records, documents and other evidence of accounting procedures or practices in whatever form sufficiently maintained to reflect the collection of all Sales and Use Tax revenues that are subject to this Agreement.

#### **Section 5.06 City Audit Rights**

The District is required by law to prepare an annual audit within 120 days after the close of the District's fiscal year. The District shall provide a copy of its annual audit to the City within 30 days after the audit is completed.

The City may audit the District's expenditures made with the Sales and Use Tax revenue paid under Section 5.02, solely to determine whether the expenditures have been made by the District in accordance with Section 5.04. Any audit shall be made at the City's sole cost and expense and may be performed at any time during regular business hours by the City's internal auditors or an independent auditing firm on 30 days written notice to the District. For the purpose of any audits, the District shall maintain and make available to the City or its representatives all books, records, documents and other evidence of accounting procedures or practices in whatever form maintained sufficient to reflect the expenditure of all Sales and Use Tax revenues that are subject to this Agreement.

### **ARTICLE VI**

#### **SERVICES PROVIDED BY THE DISTRICT**

##### **Section 6.01 Water, Sewer, and Drainage Services**

The District shall continue to develop, to own, and to operate and maintain a water, wastewater, and drainage system in the District and the Tract. Further, as consideration of the receipt of funds from the City as described in this Agreement, the District shall take one or a combination of the following actions for the benefit of the District, its Landowners and Residents:

1. Accelerate the development of the water, wastewater and drainage system in the District (including the Tract) as necessary to encourage private investment in new construction in the District;
2. Accelerate reimbursements to developers for eligible infrastructure development to encourage such development in the District;
3. Lower the overall property tax rate of the Landowners to encourage additional investment and development within the District;
4. Perform other District functions that might otherwise be diminished, curtailed, abbreviated or delayed by financial limitations.

The District agrees to operate and maintain water, wastewater, and drainage service at the same level as the District has operated and maintained them before the Implementation Date. The City may periodically inspect the District's water, wastewater, and drainage facilities.

## ARTICLE VII

### FULL-PURPOSE ANNEXATION

#### Section 7.01 No Full-Purpose Annexation During Term of Agreement

The City agrees that it will not annex all or part of the District or commence any action to annex all or part of the District for full purposes during the term of this Agreement.

#### Section 7.02 Full Purpose Annexation Option at Termination of Agreement

On the twenty-ninth anniversary date of the Effective Date, the Director shall evaluate whether the City should negotiate a new strategic partnership agreement with the District, annex the District for full purposes upon the termination of this Agreement, or allow this Agreement to expire. Within six months of the twenty-ninth anniversary date, the Director shall make a recommendation to the City Council regarding the negotiation of a new strategic partnership agreement, the full-purpose annexation of the District, or the expiration of this Agreement. If the Director recommends that the City negotiate a new strategic partnership agreement or annex the District and the City Council approves the recommendation, the City shall begin proceedings to enter into a new strategic partnership agreement or to annex the District for full purposes at the end of the term of this Agreement as applicable. If the Director recommends that the City neither negotiate a new strategic partnership agreement nor annex the District for full purposes, and the City Council agrees or if the City Council rejects the Director's recommendation to negotiate a new strategic partnership agreement or to annex the District for full purposes, the City may begin proceedings to disannex the Tract for limited purposes if authorized under the applicable provision of the Local Government Code. If the City decides to disannex the Tract and has the authority to disannex, the City may institute proceedings to accomplish such disannexation to be effective upon the termination of this Agreement.

## ARTICLE VIII

### MATERIAL BREACH, NOTICE AND REMEDIES

#### Section 8.01 Material Breach of Agreement

A. It is the intention of the Parties to this Agreement that the District and the City be regulated in accordance with the terms of this Agreement. A material breach of this Agreement by the District includes any one or more of the following:

1. Failure of the District to act in good faith in the annexation of the Tract by the City for limited purposes as authorized by this Agreement; or
2. Failure of the District to develop and to operate and maintain the District's water, sewer, and drainage facilities as provided in Article VI.

B. A material breach of this Agreement by the City includes any one or more of the following:

1. Any attempt by the City to annex the District for full purposes during the term of this Agreement; or



2. Failure of the City to pay to the District the District's share of the Sales and Use Tax, as provided in Article V.

If a Party to this Agreement believes that another Party has, by act or omission, committed a material breach of this Agreement, the provisions of this Article shall govern the remedies for breach of this Agreement.

#### **Section 8.02 Notice of District's Default**

A. The City shall notify the District in writing of an alleged failure by the District to comply with a provision of this Agreement, describing the alleged failure with reasonable particularity. The District shall, within 30 days after receipt of the notice or a longer period of time as the City may specify in the notice, either cure the alleged failure or, in a written response to the City, either present facts and arguments in refutation or excuse of the alleged failure or state that the alleged failure will be cured and set forth the method and time schedule for accomplishing the cure.

B. The City shall determine (i) whether a failure to comply with a provision has occurred; (ii) whether the failure is excusable; and (iii) whether the failure has been cured or will be cured by the District. The District shall make available to the City, if requested, any records, documents or other information necessary to make the determination.

C. If the City determines that the failure has not occurred, or that the failure either has been or will be cured in a manner and in accordance with a schedule reasonably satisfactory to the City, or that the failure is excusable, the determination shall conclude the investigation.

D. If the City determines that a failure to comply with a provision has occurred and that the failure is not excusable and has not been or will not be cured by the District in a manner and in accordance with a schedule reasonably satisfactory to the City, then the City may exercise the applicable remedy under Section 8.04(A).

#### **Section 8.03 Notice of City's Default**

A. The District shall notify the Director in writing specifying any alleged failure by the City to comply with a provision of this Agreement, describing the alleged failure with reasonable particularity. The City shall, within 30 days after receipt of the notice or the longer period of time as the District may specify in the notice, either cure the alleged failure or, in a written response to the District, either present facts and arguments in refutation or excuse of the alleged failure or state that the alleged failure will be cured and set forth the method and time schedule for accomplishing the cure.

B. The District shall determine (i) whether a failure to comply with a provision has occurred; (ii) whether the failure is excusable; and (iii) whether the failure has been cured or will be cured by the City. The City shall make available to the District, if requested, any records, documents or other information necessary to make the determination.

C. If the District determines that the failure has not occurred, or that the failure either has been or will be cured in a manner and in accordance with a schedule reasonably satisfactory to the District, or that the failure is excusable, the determination shall conclude the investigation.

D. If the District determines that a failure to comply with a provision has occurred and that the failure is not excusable and has not been or will not be cured by the City in a manner and in accordance with a schedule reasonably satisfactory to the District, then the District may exercise the applicable remedy under Section 8.04(B).

#### **Section 8.04 Remedies**

A. If the City determines that the District has committed a material breach of this Agreement, the City may file suit in a court of competent jurisdiction in Harris County, Texas, and seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act and termination of this Agreement as to the District in addition to the monetary awards as may be appropriate.

B. If the District determines that the City has committed a material breach of this Agreement, the District may file suit in a court of competent jurisdiction in Harris County, Texas, and seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act in addition to the monetary awards as may be appropriate.

### **ARTICLE IX BINDING AGREEMENT, TERM, AND AMENDMENT**

#### **Section 9.01 Beneficiaries**

This Agreement binds and inures to the benefit of the Parties, their successors and assigns, and, only as provided in Article VII, the Landowners and Residents. In the event of a material breach of Article VII by the City, the Landowners and Residents shall have the same rights as the District and shall follow the same procedures as the District as set out in Article VIII. The District shall record this Agreement with the County Clerk in Official Records of Harris County, Texas. This Agreement binds each owner and each future owner of land included within the District's boundaries in accordance with Subsection (c) of the Act.

#### **Section 9.02 Term**

This Agreement commences and binds the Parties on the Effective Date and continues for 30 years from the Effective Date. Any rights or privileges of the Landowners and Residents under this Agreement will terminate 30 years from the Effective Date.

#### **Section 9.03 Amendment**

The Parties by mutual consent may amend the terms of this Agreement at any time.

### **ARTICLE X MISCELLANEOUS PROVISIONS**

#### **Section 10.01 Notice**

Any formal notices or other communications ("Notice") required to be given by one Party to another by this Agreement shall be given in writing addressed to the Party to be notified at the address set forth below for the Party, (i) by delivering the Notice in person (ii) by depositing the Notice in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the Party to be notified; (iii) by depositing the Notice with Federal Express or another nationally recognized courier service guaranteeing next day delivery, addressed to the Party to be notified, or (iv) by sending the Notice by telefax with confirming copy sent by mail. Notice deposited in the United States mail in the manner herein above described shall be deemed effective from and after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the Party to be notified. For the purposes of Notice, the addresses of the Parties, until changed as provided below, shall be as follows:

All Notices required or permitted under this Agreement shall be in writing and shall be served on the Parties at the following address:

City: City of Houston  
P.O. Box 1562  
Houston, Texas 77251  
Attn: Director, Department of Planning and Development  
or his or her designee

District: Grand Lakes Municipal Utility District No. 2  
c/o Schwartz, Page & Harding, L.L.P.  
1300 Post Oak Blvd., Suite 1400  
Houston, Texas 77056  
Attn: President, Board of Directors

The Parties may from time to time change their respective addresses, and each may specify as its address any other address within the United States of America by giving at least five days written notice to the other Party. If any date or any period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the notice shall be extended to the first business day following the Saturday, Sunday or legal holiday.

#### **Section 10.02 Time**

Time is of the essence in all things pertaining to the performance of this Agreement.

#### **Section 10.03 Severability**

If any part of this Agreement is found to be unenforceable, all other parts remain enforceable unless the result materially prejudices either Party.

#### **Section 10.04 Waiver**

Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof or of any other provision hereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all of the provisions of this Agreement.

**Section 10.05 Applicable Law and Venue**

The construction and validity of this Agreement shall be governed by the laws of the State of Texas without regard to conflicts of law principles. Venue shall be in Harris County, Texas.

**Section 10.06 Reservation of Rights**

To the extent not inconsistent with this Agreement, each Party reserves all rights, privileges, and immunities under applicable laws.

**Section 10.07 Further Documents**

The Parties agree that at any time after execution of this Agreement, they will, upon request of the other Party, execute and deliver the further documents and do the further acts and things as the other Party may reasonably request in order to effectuate the terms of this Agreement.

**Section 10.08 Incorporation of Exhibits and Other Documents by Reference**

All Exhibits and other documents attached to or referred to in this Agreement are incorporated into this Agreement by reference for the purposes set forth in this Agreement.

**Section 10.09 Effect of State and Federal Laws**

Notwithstanding any other provision of this Agreement, the District shall comply with all applicable statutes or regulations of the United States, the State of Texas, and City Ordinances and City Charter provisions implementing such statutes or regulations.

**Section 10.10 Authority for Execution**

The City certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the City Charter and City Ordinances. The District certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted by the Board.

**Section 10.11 Semi-Annual Review**

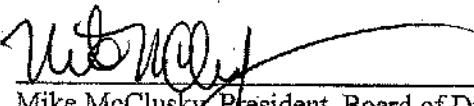
At least semi-annually, the District shall review and confirm, and will notify the Planning and Development Department in a form prescribed by the Department, of the accuracy of the list of resale permit holders as provided by the State Comptroller's Office.

SIGNATURE PAGES FOLLOW

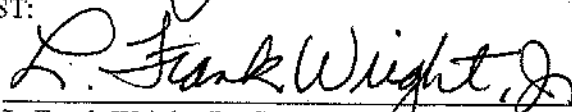
**SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties have executed this Agreement in multiple copies, each of which shall be an original, as of the date countersigned by the City Controller of the City of Houston.

**GRAND LAKES MUNICIPAL UTILITY DISTRICT NO. 2**

By:   
Mike McClusky, President, Board of Directors

ATTEST:

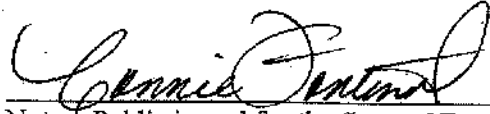
By:   
L. Frank Wright, Jr., Secretary, Board of Directors

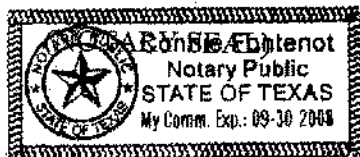
Tax ID No. 76-0181782

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me this 10th day of February, 2005, by Mike McClusky, as President, and L. Frank Wright, Jr., as Secretary, of GRAND LAKES MUNICIPAL UTILITY DISTRICT NO. 2, a political subdivision of the State of Texas, on behalf of said political subdivision.

  
Notary Public in and for the State of Texas



CITY OF HOUSTON, TEXAS

By: Bill White Quin Avery  
Mayor

ATTEST:

By: [Signature]  
City Secretary

APPROVED:

By: [Signature]  
Director, Department of Planning and Development

APPROVED AS TO FORM:

By: [Signature]  
Assistant City Attorney  
L.D. File No. 0610500054001

COUNTERSIGNED:

By: [Signature] D. Payton  
City Controller

DATE COUNTERSIGNED: 3/30/05

**EXHIBIT "A"**  
**METES AND BOUNDS DESCRIPTION OF TRACT**

City of Houston - Houston, Texas

Grand Lakes MUD No. 2 Limited Purpose Annexation  
Metes and Bounds

---

BEGINNING at the intersection of a westerly city limit line and a northerly city limit line of the City of Houston, such point also being the intersection of the westerly right-of-way line of the Grand Parkway and the northerly right-of-way line of Fry Road;

THENCE in a westerly and northwesterly direction along that northerly right-of-way line of Fry road to its intersection with the northwesterly boundary of the 9.875 acre tract in the Thomas Hobermaker Survey, Abstract No. 190 in Fort Bend County, Texas;

THENCE in a northeasterly direction along that Tract's northwesterly boundary to its intersection with a northeasterly boundary of the Tract;

THENCE in a southeasterly direction along that Tract's northeasterly boundary to its intersection with a northeasterly boundary of the Home Depot Subdivision (City of Houston Planning & Development Department File # 16187);

THENCE continuing in a southeasterly direction along that Subdivision's northeasterly boundary to its intersection with an easterly boundary of that Subdivision, such point also being a point in the westerly right-of-way line of the Grand Parkway;

THENCE in a southerly direction along that westerly right-of-way line to its intersection with the northerly right-of-way line of Fry Road, such point also being the POINT OF BEGINNING.



# **ATTACHMENT D**

GRAND LAKES MUNICIPAL UTILITY DISTRICT NO. 2  
Minutes of Meeting of Board of Directors  
December 18, 2023

The Board of Directors (the "Board") of Grand Lakes Municipal Utility District No. 2 (the "District") met in regular session, open to the public on December 18, 2023, in accordance with the duly posted Notice of Public Meeting, and the roll was called of the duly constituted officers and members of the Board, as follows:

Mike McClusky, President  
J. Scot Vann, Vice President  
Greg Henry, Secretary  
Brad Baker, Assistant Secretary  
Don Butler, Director

all of whom participated in the meeting, except Director Vann, thus constituting a quorum.

Also attending the meeting were: Dane Turner of Best Trash, LLC ("Best Trash"); District resident Richard Brownlee; Charlie Chapline and Kenieca Moore of Municipal District Services, L.L.C. ("MDS"); Brandon West of Touchstone Direct Services, LLC ("Touchstone"); Taylor Watson of Municipal Accounts & Consulting, L.P. ("MAC"); Joey Sitzman of Costello, a Pape-Dawson Engineers Company ("Costello"); Ashlie Whittemore of Wheeler & Associates, Inc. ("Wheeler"); and Christopher Skinner, Gordon Cranner and Melia Berry of Schwartz, Page & Harding, L.L.P. ("SPH"). Sherri Greenwood of FORVIS, LLC ("FORVIS") entered the meeting after it had been called to order, as noted herein.

The President called the meeting to order and declared it open for such business as might regularly come before the Board.

PUBLIC COMMENTS

Mr. Brownlee informed the Board that he had no matters to discuss with the Board at this time.

APPROVAL OF MINUTES

The Board next considered approval of the draft minutes of its meeting of November 20, 2023. After discussion regarding the draft minutes, it was moved by Director Henry, seconded by Director Baker and unanimously carried, that the minutes of the November 20, 2023, meeting be approved, as written.

BEST TRASH'S ANNUAL RATE ADJUSTMENT

Mr. Turner addressed the Board concerning Best Trash's annual Consumer Price Index ("CPI") rate adjustment of 6.5% for solid waste and recycling collection services, to be effective December 1, 2023. A copy of the notification of the CPI rate adjustment is attached hereto as

**Exhibit A.**

Mr. Skinner then queried the Board as to whether it wanted to amend the District's Rate Order relative to the CPI adjustment. Following discussion, the Board concurred to approve the CPI increase, authorize SPH to acknowledge receipt of Best Trash's Texas Ethics Commission Form 1295 (the "TEC Form 1295") relative to the CPI increase, and to defer, until later in the meeting, consideration of an adjustment to the District's monthly flat rate charge for residential sanitary sewer service relative to the CPI increase.

Mr. Turner exited the meeting at this time. Ms. Greenwood entered the meeting during the discussion of Best Trash's annual CPI rate adjustment.

**AUDIT REPORT**

Ms. Greenwood next presented to and reviewed with the Board a draft of the District's Independent Auditor's Report and Financial Statements for the fiscal year ended August 31, 2023 (the "Audit Report"), a copy of which is attached hereto as **Exhibit B**. Mr. Skinner advised the Board that SPH has not yet completed its review of the draft Audit Report, and recommended its approval, subject to SPH's final review and approval. After discussion, Director Baker moved that: (i) the Audit Report for fiscal year ended August 31, 2023, be approved, subject to final review and approval by SPH; (ii) the response to the associated Management Letter be approved; (iii) the President be authorized to execute the required Annual Filing Affidavit on behalf of the Board and the District; and (iv) such Audit Report and Annual Filing Affidavit be filed with the appropriate governmental authorities, including the Texas Commission on Environmental Quality and the Texas Comptroller of Public Accounts, by the applicable deadline. Director Henry seconded said motion, which unanimously carried.

**CONTINUING DISCLOSURE REPORT**

The Board dispensed with the consideration of the annual continuing disclosure report relative to the District's outstanding bonds, since the District has no outstanding bonds and, therefore, a report is not required.

**SECURITY REPORTS**

Mr. Skinner then presented to the Board the November 2023 Security Reports from the Fort Bend County Sheriff's Office and the Fort Bend County Precinct 1 Constable's Office. Copies of the reports are attached hereto as **Exhibit C**.

Director McClusky next provided a verbal security report and responded to questions from the Board.

**BOOKKEEPER'S REPORT**

The Board then considered the Bookkeeper's Report, dated December 18, 2023, a copy of which report is attached hereto as **Exhibit D**. Mr. Watson presented to and reviewed with the

Board the fund balance report, pledged securities report, profit and loss statement, cash flow forecast, a comparison of budgeted versus actual income and expenditures, and balance sheet. Mr. Taylor noted that check number 10931 payable to the Grand Lakes Community Association (the "GLCA") is included for payment once the Board decides the amount to reimburse to the GLCA for completed community projects. After discussion, it was moved by Director Baker, seconded by Director Henry and unanimously carried, that the Bookkeeper's Report be approved, and payment authorized on the disbursements listed therein, with the exception of check number 10931 payable to the GLCA which will be discussed later in the meeting, and the wire transfer to Director Vann, which will be voided.

Ms. Greenwood exited the meeting during the discussion of the Bookkeeper's Report.

#### TAX ASSESSOR-COLLECTOR REPORT

Ms. Whittemore next presented to and reviewed with the Board the Tax Assessor-Collector Report, dated as of November 30, 2023, and the Delinquent Collections Listing, dated November 30, 2023, as prepared by Wheeler; copies of such reports are attached hereto as **Exhibit E**. After discussion, Director Baker moved to approve the Tax Assessor-Collector Report and authorize the disbursements identified therein to be paid from the District's tax account. Director Henry seconded said motion which unanimously carried.

#### DELINQUENT TAX COLLECTION ATTORNEYS' REPORT

The Board deferred consideration of the Delinquent Tax Collection Attorney's Report. Mr. Skinner informed the Board that the report is completed quarterly and the next report is scheduled to be received in January 2024.

#### SALES TAX REVENUE STATUS REPORT

In connection with collection of sales tax revenue funds received by the District pursuant to the Strategic Partnership Agreement between the District and the City of Houston, Mr. Skinner next presented to and reviewed with the Board the Houston Payments to the District Trend Report from HdL Companies. A copy of the report is attached hereto as **Exhibit F**. No action was required by the Board at this time.

#### OPERATIONS AND MAINTENANCE REPORT

Mr. Chapline introduced Ms. Moore and then the Board next considered the Operations and Maintenance Report, dated December 18, 2023, presented to and reviewed with the Board by Mr. Chapline; a copy of the report is attached hereto as **Exhibit G**.

Mr. Skinner noted that due to the intensive work by MDS the eye on water registrations increased.

Mr. Chapline next presented to and reviewed with the Board the Delinquent Accounts Listing (the "Listing") prepared by MDS; a copy of the Listing is attached to the Operations and

Maintenance Report. He queried the Board as to whether it wanted to defer water service terminations until after the holidays. Mr. Chapline further reported that MDS is working on the collection of the Grand Lakes Community Association's (the "GLCA") delinquent utility account. After discussion, Director Baker moved to approve the Operations and Maintenance Report, transfer delinquent accounts to collections as discussed, and defer water service terminations until after the holiday. Director Vann seconded said motion which unanimously carried.

Mr. Chapline next presented to and reviewed with the Board a 2024 proposed Rate Schedule for the amendment of Section 3.02 - Monthly Rates for Residential Water Service and Section 3.03 - Monthly Rate for Residential Sanitary Sewer Service of the District's Rate Order. He noted that an additional Rate Schedule relative to Section 3.04 - Monthly Rates for Commercial Water Service of the District's Rate Order will be presented to the Board for consideration at the January Board meeting. He noted that the proposed water rate and sanitary sewer rate changes, if approved today, would go into effect on February 1, 2024. A copy of the 2024 proposed Rate Schedule is attached hereto as **Exhibit H**. It was moved by Director Baker, seconded by Director Henry and unanimously carried, that the Board: (i) approve the 2024 Rate Schedule as presented; and (ii) amend the District's Rate Order with respect to the District's 2024 proposed Rate Schedule, and that any and all Rate Orders heretofore adopted by the Board be revoked, and the attached Rate Order be passed and adopted.

Ms. Greenwood re-entered the meeting during the discussion of the Operations and Maintenance Report.

#### ENGINEER'S REPORT

The Board considered the Engineer's Report, dated December 18, 2023, prepared by Costello. Mr. Sitzman presented the report, a copy of which is attached hereto as **Exhibit I**, and reviewed same with the Board.

Mr. Sitzman next reported that the pre-construction meeting for the Water Plant Landscaping Project is being scheduled. Director McClusky requested to be notified of the date and time so that he could attend.

Mr. Sitzman then reported that Director McClusky and Director Matheson, the President of the Board of Grand Lakes Municipal Utility District No. 4, met with McKinney Construction, Inc., regarding the completion of the repairs to the reclaimed water system. Mr. Sitzman advised the Board that the warranty on the work performed on the reclaimed water system expires on January 3, 2024.

#### UTILITY COMMITMENT REQUEST

Mr. Sitzman reported that there were no further updates to report on the proposed Jason's Deli development project.

### COMMUNITY PROJECTS

In connection with the pool repairs, Director McClusky reported that he and Director Baker attended a meeting with representatives from Petra to discuss pool warranty work and further repairs.

Director McClusky noted that he had nothing new to discuss regarding the status of the Water Plant No. 2 landscaping costs at this time. Mr. Watson noted that a true up will be done when the landscaping portion of the project has been completed later in the year.

Mr. Skinner next presented to and reviewed with the Board multiple invoices from Blue Water Recreational Services for work completed on the Rock Pool and the Swim Team Pool. After discussion, the Board deferred consideration of the GLCA's invoices until later in the meeting. Copies of the invoices are attached hereto as **Exhibit J**.

### DISTRICT COMMUNICATION'S REPORT

Mr. West next presented to and reviewed with the Board the Communications Meeting Report dated December 18, 2023, a copy of which is attached hereto as **Exhibit K**.

### REPORT REGARDING TEXAS COMMISSION ON ENVIRONMENTAL QUALITY PHASE II SMALL MS4 GENERAL PERMIT

The Board deferred consideration of the Phase II Small MS4 General Permit as Mr. Skinner advised that there was no new information to report at this time.

### CANDIDATE FILING PERIOD

Mr. Skinner then advised the Board that, pursuant to Section 141.040, Texas Election Code, the District is required to post a notice regarding the period during which a candidate may file an application to appear on the ballot for the District's Directors Election to be held on May 4, 2024. He noted that such notice must be posted by December 18, 2023; (1) at the in-District posting location for notices of meetings; (2) at the District's administrative office, and (3) on the District's website. After discussion on the matter, upon motion made by Director Baker, seconded by Director Henry and unanimously carried, the Board authorized SPH to prepare and post such notice on behalf of the Board and the District.

### ATTORNEY'S REPORT

The Board next considered the Attorney's Report. In connection therewith, Mr. Skinner advised the Board that he had nothing additional to discuss with the Board of a legal nature which was not covered under specific agenda items.

CLOSED SESSION

Director Baker motioned to enter into Closed Session at 11:48 a.m. to discuss matters pursuant to Texas Government Code, Section 551.071. Director Baker seconded the motion, which unanimously carried. Those in attendance, with the exception of the Board, Mr. Canner and Ms. Berry exited at this time.

RECONVENE IN OPEN SESSION

Director Baker motioned to reconvene in Open Session at 12:18 p.m. Director Henry seconded the motion, which unanimously carried.

The Board concurred to defer on the payment of any third-party reimbursement requests until a District financial review has been completed and the Lazy River Pool Project has been completed, and to authorize SPH to communicate the determination to the GLCA.

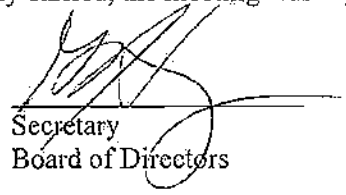
FUTURE AGENDA ITEMS

The Board considered matters to be placed on future agendas and noted that there were no additional items other than the items set forth hereinabove.

ADJOURNMENT

There being no further business to come before the Board, on motion made by Director Baker, seconded by Director Henry and unanimously carried, the meeting was adjourned.



  
Secretary  
Board of Directors

# **Grand Lakes MUD No. 2**

## **OPERATIONS REPORT**

**December 18, 2023**

submitted by







**Grand Lakes Municipal Utility District No. 2  
Management Report**

**I. Connections**

Residential	682
Builder	0
Commercial	9
Multi-Family	0
Irrigation	76
HOA	2
<b>Total</b>	<b>769</b>

**II. Billing**

**CURRENT BILLING:**

<b>Period Ending:</b>	<b>November 13, 2023</b>
Penalty:	\$ 627.35
Water:	\$ 10,553.25
Sewer:	\$ 7,908.25
NFBWA:	\$ 68,453.00
S.P.A. Credit:	\$ (27,940.00)
Deposits:	\$ 300.00
Backflow Annual Admin Fee:	\$ -
Grease Trap Inspection:	\$ 630.00
Back Charge:	\$ -
Rental Meter Fee:	\$ -
Inspection:	\$ -
Transfer Fee:	\$ 70.00
Arrears:	\$ (2,963.85)
Credits:	\$ (13,007.11)
<b>Net Receivable:</b>	<b>\$ 44,630.89</b>
30 Day:	\$ 406.44
60 Day:	\$ 316.56
90 Day:	\$ 81.40
Overpayments:	\$ (249.50)
<b>Total Receivables:</b>	<b>\$ 554.90</b>

**COLLECTIONS:**

<b>Period Ending:</b>	<b>November 27, 2023</b>
Penalty:	\$ 857.85
Water:	\$ 13,017.66
Sewer:	\$ 7,629.64
NFBWA:	\$ 46,883.30
Deposits:	\$ 457.06
Backflow Annual Admin Fee:	\$ 150.00
Grease Trap Inspection:	\$ 355.00
Back Charge:	\$ -
Rental Meter Fee:	\$ -
Inspection:	\$ 60.00
NSF Fee:	\$ -
Reconnect Fee:	\$ 47.40
Delinquent Letter Fee:	\$ 120.00
Transfer Fee:	\$ 167.00
Deposits Applied:	\$ 500.00
<b>Total Collections:</b>	<b>\$ 70,244.91</b>

**III. Water Plant**

During the period of **10/13/23 - 11/13/23**

• Water Plant No. 1:	6.189 MG	• Reclaimed Water Plant:	8.846 MG
• Surface Water No. 1	9.525 MG	• Consumption:	8.000 MG
• Water Plant No. 2:	9.759 MG	• Percent Accounted For:	90.44 %
• Surface Water No. 2	7.177 MG		
• Offsite Well No. 3	11.368 MG	• GLK2 Total Usage:	17.024 MG
• Purchased from FB34:	0.000 MG	• RWP Usage:	2.289 MG
• Purchased from Cinco MUD 1:	0.000 MG	• Total Billable Usage:	14.735 MG
• Total Purchased/Produced:	44.018 MG		
• Amount Sold to FB34:	0.000 MG	• NFBWA amount:	\$72,201.50
• Amount Sold to Cinco MUD 1:	0.000 MG		
• Consumption (Billed):	42.488 MG		
• Accounted For:	0.08041 MG		
• Percent Accounted For:	96.71%		
• Estimated Water Loss Value (GLK1, 2, & 4)			
	GLK2 Only	\$7,102.99	
		\$2,367.66	



Grand Lakes Municipal Utility District No. 2  
Management Report

#### IV. Wastewater Plant

WASTEWATER TREATMENT PLANT OPERATIONS:

11/01/23 - 11/30/23

Percent of Design Capacity: 72%

Permit Excursions:

None

Effluent Flow	Permitted	Actual	Units
DO Minimum:	6.00	7.700	Milligrams / Liter
PH Minimum:	6.00	7.300	Standard Units
PH Maximum:	9.00	7.700	Standard Units
TSS Daily Average:	113.0	7.880	Pounds / Day
TSS Daily Average:	15.0	1.480	Milligrams / Liter
TSS Daily Maximum:	40.0	2.200	Milligrams / Liter
NH3 Daily Average:	15.0	0.520	Pounds / Day
NH3 Daily Average:	2.0	0.100	Milligrams / Liter
NH3 Daily Maximum:	10.0	0.100	Milligrams / Liter
Flow Daily Average:	0.900	0.646	Million Gal. / Day
Flow Daily Maximum:	n/a	0.985	Million Gal. / Day
Chlorine Minimum :	1.000	1.450	Milligrams / Liter
Chlorine Maximum:	4.000	3.880	Milligrams / Liter
CBOD Daily Average:	53.0	13.950	Pounds / Day
CBOD Daily Average:	7.0	2.650	Milligrams / Liter
CBOD Daily Maximum:	17.0	3.200	Milligrams / Liter
E.Coli Daily Average:	63	2.000	Colony Forming Units
E.Coli Daily Maximum:	197	2.000	Colony Forming Units

#### V. Water Distribution, Sanitary and Storm Sewer Collection Systems, and Lift Station

*Three (3) bacteriological tests were performed throughout the District at specified sample sites during the month and all results were negative for Total Coliform.*

*Repairs & Maintenance during the month included:*

- Performing monthly grease-trap inspections at Baskin Robins, Papa Johns, Denny's, Firestone, Griffin Elementary, and McDonald's. All passed.
- Performed routine dead end flushing in District.
- Replaced commercial meter at 6810 S Fry Rd.

#### VI. Smart Meters

- 33% of District participating in web portal for smart meters - report attached.

#### VII. Action Items

- Consider termination list.



Grand Lakes MUD No. 2  
Billing and Collection Summary

**CURRENT BILLING as of****November 13, 2023**

Penalty:	\$	627.35
Water:	\$	10,553.25
Sewer:	\$	7,908.25
NFBWA:	\$	68,453.00
S.P.A. Credit:	\$	(27,940.00)
Deposits:	\$	300.00
Backflow Annual Admin Fee:	\$	-
Grease Trap Inspection:	\$	630.00
Back Charge:	\$	-
Rental Meter Fee:	\$	-
Inspection:	\$	-
Transfer Fee:	\$	70.00
Arrears:	\$	(2,963.85)
Credits:	\$	(13,007.11)
<b>Net Receivable:</b>	<b>\$</b>	<b>44,630.89</b>

**COLLECTIONS as of****November 27, 2023**

Penalty:	\$	857.85
Water:	\$	13,017.66
Sewer:	\$	7,629.64
NFBWA:	\$	46,883.30
Deposits:	\$	457.06
Backflow Annual Admin Fee:	\$	150.00
Grease Trap Inspection:	\$	355.00
Back Charge:	\$	-
Rental Meter Fee:	\$	-
Inspection:	\$	60.00
NSF Fee:	\$	-
Reconnect Fee:	\$	47.40
Delinquent Letter Fee:	\$	120.00
Transfer Fee:	\$	167.00
Deposits Applied:	\$	500.00
<b>Total Collections:</b>	<b>\$</b>	<b>70,244.91</b>

**AGED RECEIVABLES:**

30 Day:	\$	406.44
60 Day:	\$	316.56
90 Day:	\$	81.40
Overpayments:	\$	(249.50)
<b>Total</b>	<b>\$</b>	<b>554.90</b>

**CONNECTIONS:**

Residential	682
Builder	0
Commercial	9
Multi-Family	0
Irrigation	76
Rec Ctr	2
<b>Total</b>	<b>769</b>

# GRAND LAKES Water Production Report

METER READ DATES	GLM1 METERED	GLM2 METERED	GLM4 METERED	TOTAL BILLED	MAINT./SOLD	STP METERED	TOTAL	RECLAIMED WATER PLANT METERED	RECLAIMED WATER PLANT MAINT./SOLD	PUR- CHASED	WATER PLANT #1 METERED	SURFACE WATER #1 METERED	WATER PLANT #2 METERED	SURFACE WATER #2 METERED	WATER PLANT #3 METERED	Purchased (I/C)	RECLAIMED WATER PLANT	TOTAL METERED	%ACC.	RECLAIMED %ACC.	UNACCOUNTED WATER
January, 2019	6,848,000	6,261,000	8,887,000	21,996,000	1,300,000	460,000	23,296,000				65,000	10,291,000	142,000	14,880,000	79,000			25,457,000	91.51%		2,161,000
February, 2019	6,079,000	5,391,000	8,618,000	20,088,000	787,830	461,000	20,875,830				103,000	7,697,000	119,000	14,316,000	101,000			22,356,000	93.18%		1,480,170
March, 2019	5,386,000	5,367,000	7,760,000	18,513,000	492,000	418,000	19,005,000				566,000	197,000	356,000	6,814,000	12,664,000			20,597,000	92.37%		1,592,000
April, 2019	11,637,000	12,606,000	12,901,000	37,144,000	178,660	326,000	37,322,660				3,438,000	2,876,000	2,872,000	12,896,000	17,511,000			39,593,000	94.27%		2,270,140
May, 2019	11,179,000	11,050,000	12,493,000	36,922,000	9,000	295,000	36,931,000				4,238,000	2,890,000	4,371,000	11,435,000	17,690,000			40,634,000	90.91%		1,693,000
June, 2019	18,642,000	19,501,000	15,956,000	54,093,000	222,630	301,000	54,115,630				8,231,000	11,536,000	11,748,000	14,911,000	10,023,000			58,449,000	92.93%		4,133,170
July, 2019	16,944,000	17,998,000	14,781,000	49,723,000	82,530	287,000	49,805,530				3,597,000	15,122,000	3,295,000	14,466,000	16,828,000			53,108,000	93.78%		3,302,470
August, 2019	25,964,000	29,743,000	20,816,000	76,523,000	16,960	294,000	76,539,960				18,178,000	11,075,000	19,056,000	14,881,000	18,829,000			82,219,000	93.09%		5,679,100
September, 2019	25,276,000	27,794,000	21,712,000	74,782,000	106,700	296,000	74,888,700				11,264,000	13,524,000	21,682,000	13,076,000	19,578,000			79,124,000	94.65%		4,235,300
October, 2019	14,532,000	17,026,000	14,724,000	46,282,000	49,300	295,000	46,331,300				6,014,000	15,279,000	6,319,000	16,481,000	5,632,000			49,245,000	93.14%		3,413,700
November, 2019	11,020,000	12,145,000	12,660,000	35,825,000	163,300	327,000	35,988,300				1,784,000	15,650,000	1,703,000	17,881,000	1,517,000			38,557,000	93.14%		2,568,700
December, 2019	7,169,000	7,445,000	9,351,000	23,765,000	81,100	297,000	23,846,100				266,000	9,658,000	257,000	16,124,000	52,000			26,357,000	90.47%		2,510,900
January, 2020	6,939,000	6,469,000	9,112,000	22,540,000	65,750	307,000	22,605,750				234,000	9,578,000	149,000	16,343,000	75,000			26,379,000	85.70%		3,773,250
February, 2020	6,672,000	5,589,000	8,732,000	20,993,000	81,550	320,000	21,074,550				513,000	9,181,000	215,000	13,621,000	416,000			23,948,000	88.00%		2,873,450
March, 2020	7,131,000	6,585,000	9,297,000	23,013,000	99,750	271,000	23,112,750				361,000	12,159,000	187,000	12,280,000	444,000			25,431,000	90.88%		2,318,750
April, 2020	11,140,000	11,349,000	13,123,000	35,612,000	2,140,000	251,000	37,952,000				3,943,000	17,780,000	742,000	16,224,000	3,388,000			42,077,000	90.20%		4,125,000
May, 2020	13,724,000	15,800,000	17,203,000	46,727,000	38,850	280,000	46,765,850				6,657,000	16,424,000	5,421,000	14,832,000	6,004,000			49,338,000	94.79%		2,572,150
June, 2020	14,880,000	16,885,000	17,828,000	49,593,000	62,900	315,000	49,655,900				6,599,000	15,851,000	7,838,000	15,100,000	6,070,000			51,538,000	96.35%		1,882,100
July, 2020	17,434,000	19,985,000	20,376,000	57,795,000	36,000	287,000	57,831,000				8,598,000	15,721,000	13,498,000	13,519,000	9,862,000			61,198,000	94.50%		3,367,000
August, 2020	17,043,000	19,756,000	20,986,000	57,785,000	126,900	226,000	57,911,900				6,747,000	18,753,000	8,517,000	18,798,000	7,809,000			60,674,000	95.53%		2,712,100
September, 2020	21,051,000	23,485,000	22,241,000	67,277,000	96,000	175,000	67,373,000				12,216,000	8,060,000	18,144,000	13,901,000	20,886,000			71,207,000	94.62%		3,834,000
October, 2020	13,715,000	14,598,000	14,562,000	42,895,000	3,200	152,000	42,898,200				9,140,000	10,168,000	1,385,000	13,393,000	10,963,000			45,051,000	95.22%		2,152,800
November, 2020	13,916,000	14,554,000	16,542,000	45,012,000	99,850	140,000	45,111,850				1,576,000	17,828,000	165,000	25,666,000	1,190,000			46,425,000	97.17%		1,311,150
December, 2020	11,337,000	9,510,000	9,071,000	29,918,000	78,400	140,000	29,996,400				233,000	15,595,000	120,000	15,726,000	195,000			31,869,000	94.12%		1,072,600
January, 2021	6,939,000	6,122,000	8,760,000	21,821,000	31,200	119,000	21,852,200				126,000	11,205,000	112,000	11,294,000	79,000			22,816,000	95.78%		963,800
February, 2021	7,047,000	6,472,000	8,355,000	21,874,000	77,700	113,000	21,951,700				240,000	12,021,000	228,000	10,258,000	174,000			22,831,000	95.77%		969,300
March, 2021	7,337,000	7,519,000	8,247,000	23,103,000	125,900	1,000,000	23,228,900				9,483,000	3,244,000	14,139,000	2,267,000	7,824,000			36,857,000	62.85%		11,728,100
April, 2021	8,769,000	9,660,000	10,122,000	28,551,000	67,150	0	28,618,150				1,402,000	20,843,000	89,000	6,916,000	1,198,000			30,488,000	93.99%		1,829,850
May, 2021	9,510,000	10,679,000	11,487,000	31,676,000	92,950	2,000	31,768,950				705,000	11,315,000	227,000	21,103,000	556,000			33,906,000	93.70%		2,137,050
June, 2021	9,535,000	10,545,000	11,051,000	31,131,000	21,350	7,000	31,202,350				3,113,000	13,855,000	843,000	12,330,000	2,697,000			32,818,000	95.08%		1,615,650
July, 2021	12,358,000	12,990,000	14,413,000	39,761,000	72,150	1,000	39,833,150				8,009,000	17,161,000	1,425,000	9,278,000	7,062,000			42,935,000	92.78%		3,101,850
August, 2021	12,626,000	13,815,000	14,395,000	40,836,000	100,750	0	40,936,750				2,795,000	11,780,000	5,367,000	19,884,000	2,078,000			41,904,000	97.69%		967,250
September, 2021	15,249,000	17,864,000	18,066,000	51,179,000	125,250	2,000	51,304,250				8,808,000	15,225,000	3,332,000	20,993,000	6,712,000			55,870,000	93.16%		3,765,780
October, 2021	13,757,000	14,755,000	15,967,000	44,479,000	1,322,400	1,000	45,801,400				7,360,000	13,354,000	10,475,000	10,609,000	5,266,000			47,064,000	97.32%		1,262,600
November, 2021	11,476,000	12,606,000	12,340,000	36,422,000	107,150	2,000	36,529,150				8,398,000	7,512,000	494,000	18,267,000	4,157,000			38,838,000	94.08%		2,298,850
December, 2021	9,418,000	9,942,000	10,971,000	30,331,000	1,546,800	11,000	31,877,800				7,231,000	10,638,000	721,000	14,961,000	380,000			33,731,000	94.51%		1,853,200
January, 2022	9,000,000	9,582,000	10,341,000	28,923,000	65,200	1,000	28,988,200				2,072,000	9,574,000	81,000	16,669,000	1,495,000			29,891,000	96.98%		907,800
February, 2022	7,392,000	7,697,000	9,538,000	24,627,000	32,250	10,000	24,659,250				1,081,000	9,868,000	12,000	13,901,000	802,000			25,684,000	96.01%		1,024,750
March, 2022	7,681,000	8,981,000	9,578,000	26,240,000	104,950	3,000	26,344,950				1,192,000	9,159,000	125,000	15,611,000	821,000			27,028,000	97.47%		683,050
April, 2022	12,383,000	12,072,000	13,428,000	37,883,000	72,200	10,000	37,955,200				4,150,000	10,688,000	253,000	20,699,000	3,404,000			39,192,000	96.84%		1,236,800
May, 2022	17,303,000	17,308,000	17,225,000	51,836,000	96,050	2,000	51,932,050				8,652,000	10,916,000	4,812,000	21,575,000	6,798,000			51,973,000	96.22%		2,040,950
June, 2022	20,719,000	22,168,000	21,708,000	64,595,000	173,750	2,000	64,768,750				10,917,000	11,498,000	18,302,000	18,076,000	8,905,000			67,698,000	95.67%		2,939,250
July, 2022	26,480,000	29,719,000	29,919,000	86,118,000	359,100	2,000	86,477,100				18,510,000	16,723,000	11,460,000	12,978,000	15,363,000		11,082,000	90,116,000	95.96%		3,638,900
August, 2022	25,325,000	27,589,000	24,604,000	77,518,000	4,882,900	1,000	82,400,900				14,434,000	15,564,000	10,467,000	13,987,000	17,429,000		16,389,000	88,270,000	93.35%		5,869,100
September, 2022	11,911,000	13,184,000	14,738,000	39,833,000	52,700	1,000	39,885,700				5,489,000	11,810,000	3,785,000	16,178,000	3,906,000		11,808,000	41,168,000	96.89%	95.24%	1,282,300
October, 2022	15,404,000	18,219,000	18,971,000	52,594,000	82,400	9,000	52,676,400				7,784,000	10,955,000	14,576,000	15,388,000	5,604,000		14,258,000	54,307,000	97.00%	100.86%	1,630,600
November, 2022	11,795,000	14,018,000	14,225,000	40,038,000	97,000	1,000	40,135,000				2,148,000	11,748,000	8,414,000	15,969,000	1,493,000		11,826,000	41,784,000	97.05%	90.44%	1,649,000
December, 2022	8,015,000	8,187,000	9,186,000	25,388,000	63,600	2,000	25,451,600				622,000	15,121,000	531,000	9,341,000	855,000		7,955,000	26,470,000	96.15%	105.73%	1,018,400