

MINUTES OF MEETING
OF THE
BOARD OF DIRECTORS

March 25, 2024

THE STATE OF TEXAS §

COUNTY OF MONTGOMERY COUNTY §

EAST MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 5 §

The Board of Directors (the "Board") of East Montgomery County Municipal Utility District No. 5 (the "District") met in regular session open to the public, at 1:00 p.m., on Wednesday, March 25, 2024, at 9 Greenway Plaza, Suite 1000, Houston, Texas 77046, a designated meeting place outside the boundaries of the District; whereupon, the roll was called of the members of the Board of Directors, to-wit:

John Patterson	-	President
L.J. (Larry) Kijewski	-	Vice President
B. Layne Mashburn	-	Secretary
Charles L. Prause	-	Assistant Secretary
Nancy Walker	-	Assistant Secretary

All members of the Board of Directors were in attendance, except Director Kijewski, thus constituting a quorum.

Also in attendance were: Police Chief Stephen Carlise and Officer Jeff Campbell of the Roman Forest Police Department; Michelle Giacona of H2O Innovation, Operator for the District; Justin Graham of LJA Engineering, Inc., Engineer for the District; Madeline James of Assessments of the Southwest, Inc., Tax Assessor-Collector for the District; David Smalling of Robert W. Baird & Co. Incorporated, Financial Advisor for the District; Debra Loggins of L&S District Services, LLC, Bookkeeper for the District; and Mallory Craig, attorney, and Tara Miles, paralegal, of Coats|Rose, P.C. ("Coats|Rose"), the District's legal counsel.

Whereupon, the meeting was called to order at 1:00 p.m. A copy of the notice of the meeting is attached hereto as Exhibit "A."

HEAR FROM THE PUBLIC

No members of the public were present.

HEAR ROMAN FOREST POLICE DEPARTMENT REPORT

The Board recognized Chief Carlisle who presented the Roman Forest Police Department ("RFPD") Report, a copy of which is attached hereto as Exhibit "B." Chief Carlisle inquired about the District's monthly payment to the RFPD now that there are residents and the fee will transition from a flat monthly rate of \$500 to \$13 per household. Ms. Loggins noted that the June and July payment to RFPD has been made and that she will void check no. 2187 listed in the bookkeeper's report, which would have covered the flat fee for August and September. She said she will compute a true-up and provide it to the RFPD, based on the per household rate.

APPROVE MINUTES OF THE MEETING

The Board considered approving the minutes of the meeting held on December 5, 2023, which were previously distributed to the Board. After discussion and consideration, upon a motion made by Director Patterson and seconded by Director Mashburn, the Board voted unanimously to approve the minutes of the meetings as presented.

BOOKKEEPER'S REPORT

The Board recognized Ms. Loggins who presented the Bookkeeper's Report for the Board's review and approval along with certain checks for payment, a copy of which is attached hereto as Exhibit "C."

Ms. Loggins also presented a draft Master District budget for the fiscal year ending May 31, 2025, a copy of which is attached hereto as Exhibit "D." She noted that she will add the District's internal income to the budget.

Upon a motion brought by Director Patterson and seconded by Director Mashburn, the Board voted unanimously to approve i) the Bookkeeper's Report and payment of the bills listed therein and ii) the Master District budget for the fiscal year end May 31, 2025, subject to the discussed changes.

HEAR TAX ASSESSOR-COLLECTOR'S REPORT

The Board recognized Ms. James who reviewed and presented the Tax Assessor-Collector's Report, a copy of which is attached hereto as Exhibit "E." Upon a motion made by Director Patterson and seconded by Director Mashburn, the Board voted unanimously to approve the Tax Assessor-Collector's Report and payment of the bills listed therein.

ADOPT RESOLUTION CONCERNING 2024 TAX EXEMPTIONS

Next, the Board recognized Ms. Criag who presented a Resolution Concerning Tax Exemptions for 2024, a copy of which is attached hereto as Exhibit "F." After review and discussion, Director Patterson moved to adopt the Resolution Concerning Tax Exemptions for 2024, rejecting all exemptions. Director Mashburn seconded the motion, which carried by unanimous vote.

ADOPT RESOLUTION IMPLEMENTING 20% PENALTY ON DELINQUENT TAXES

Ms. Craig then presented a Resolution Implementing 20% Penalty on 2023 Delinquent Taxes, a copy of which is attached hereto as Exhibit "G." Ms. Craig stated that January 31, 2024, was the deadline to pay the District's 2023 property taxes without incurring penalties and interest charges. She then stated that all delinquent real and personal property accounts will be turned over to the District's delinquent tax attorney for collection and an additional 20% penalty will be implemented to defray the costs of collection. Following review and discussion, upon a motion brought by Director Patterson and seconded by Director Mashburn, the Board voted unanimously to approve the Resolution Implementing 20% Penalty on 2023 Delinquent Taxes,

authorizing a 20% penalty on delinquent 2023 tax accounts as provided by Texas Property Code Sections 33.07 and 33.11.

HEAR OPERATOR'S REPORT

The Board recognized Ms. Giacona who presented and reviewed the Operator's Reports for December, January, February, and March, copies of which are attached hereto as Exhibit "H."

Ms. Giacona presented a proposal from Northside Electric Motors in the amount of \$62,386.00 for repairs to the Water Plant No. 1 well motor, a copy of which is attached hereto as Exhibit "I."

Upon a motion made by Director Patterson and seconded by Director Mashburn, the Board voted unanimously to approve the Operator's Reports as presented and the action items listed therein, including the termination of service to delinquent customers in accordance with the District's Rate Order, and the proposal from Northside Electric Motors for water well motor repairs.

HEAR ENGINEER'S REPORT

The Board recognized Mr. Graham who presented the Engineer's Report, a copy of which is attached hereto as Exhibit "J," and reviewed the Board action items listed therein.

Mr. Graham presented a Cost Summary for an application to use \$308,536.28 in surplus bond funds to pay for certain outfall repairs, and the Board considered adopting a Resolution Authorizing Application to Texas Commission on Environmental Quality for Approval to Use Surplus Funds (the "Surplus Funds Resolution"), a copy of which is attached hereto as Exhibit "K."

Mr. Graham presented a Cost Summary for internal bond application no. 1, and the Board considered adopting an Order Authorizing Application for Approval of Bonds to the Texas Commission on Environmental Quality, a copy of which is attached hereto as Exhibit "L."

Mr. Graham presented a Cost Summary for master district bond application no. 8, and the Board considered adopting an Order Authorizing Application for Approval of Bonds to the Texas Commission on Environmental Quality, a copy of which is attached hereto as Exhibit "M."

Mr. Graham presented an Encroachment Agreement with Trunkline Gas Company, LLC, a copy of which is attached hereto as Exhibit "N," for the Board's consideration.

After review and discussion, upon a motion made by Director Patterson and seconded by Director Mashburn, the Board voted unanimously to i) approve the Engineering Report and the action items listed therein, ii) adopt the Orders Authorizing Application for Approval of Bonds to the Texas Commission on Environmental Quality, iii) adopt the Surplus Funds Resolution, and iv) approve the Encroachment Agreement with Trunkline Gas Company, LLC.

HEAR DETENTION/DRAINAGE MAINTENANCE REPORT

No report was presented.

HEAR DEVELOPER'S REPORT

The Board recognized Mr. Espinoza who provided an update on development in the District. No action was taken.

ATTORNEY'S REPORT

The Board recognized Ms. Craig who presented the Attorney's Report.

Ratify Approval of Resolution Requesting Estimate of Value

Ms. Craig stated that the Board previously approved a Resolution Requesting Estimate of Value as of January 1, 2024, but that the item was not included on the

meeting agenda. Following review and discussion, Director Patterson moved to ratify the approval of the Resolution Requesting Estimate of Value. Director Mashburn seconded the motion, which carried unanimously.

Municipal Solid Waste Agreement with Waste Management

The Board considered approving a Municipal Solid Waste Agreement with Waste Management of Texas, Inc. (the "Agreement"), to provide garbage collection and recycling services to the District. Following review and discussion, Director Patterson moved to approve the Agreement. Director Mashburn seconded the motion, which passed unanimously. A copy of the Agreement is attached hereto as Exhibit "O."

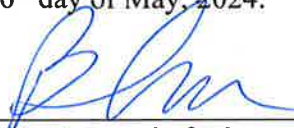
April Board Meeting

The Board concurred that an April Board meeting was not necessary and to hold its next meeting in May.

There being no further business to come before the Board, upon a motion duly made and seconded, the meeting was adjourned.

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PASSED, APPROVED AND ADOPTED, this 16th day of May, 2024.



Secretary, Board of Directors

(DISTRICT SEAL)



AGENDA
EAST MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 5

Notice is hereby given pursuant to V.T.C.A. Government Code, Chapter 551, that the Board of Directors of East Montgomery County Municipal Utility District No. 5 will meet in **special** session, open to the public, at **1:00 p.m., on Monday, March 25, 2024, at 9 Greenway Plaza, Suite 1000, Houston, Texas 77046**, a designated meeting place outside the boundaries of the District. At this meeting the following items will be considered and acted on:

1. Hear from the Public.
2. Hear Report from Roman Forest Police Department.
3. Consider approving minutes of the meeting held on December 5, 2023.
4. Hear Bookkeeper's Report and consider taking action thereon, including:
 - a. Approve report and payment of bills listed therein.
5. Hear Tax Assessor/Collector's Report and take any action requested, including:
 - a. Consider adopting Resolution Concerning Tax Exemptions for 2024; and
 - b. Consider adopting Resolution Implementing 20% Penalty on 2023 delinquent taxes including engaging delinquent tax attorney.
6. Hear Operator's Report and consider taking any action requested, including:
 - a. Review billing and collections; and
 - b. Authorize Operator to make necessary repairs to the regional and/or District water and sanitary system.
7. Hear Engineer's Report and consider taking action thereon, including:
 - a. Authorize the design of District and/or Master District facilities;
 - b. Approve plans and specifications for District and/or Master District facilities;
 - c. Authorize Engineer to advertise bids for District and/or Master District projects;
 - d. Approve report, pay estimates, and change orders for construction projects in progress in the District and/or Master District;
 - e. Authorize and/or ratify construction contracts and related items;
 - f. Approve Encroachment Agreement with Trunkline;
 - g. Authorize Engineering Services Related to Internal District Bond Issue No. 1 and adopt Order Authorizing Application for Approval of Bond Issue by Texas Commission on Environmental Quality; and
 - h. Authorize Engineering Services Related to Master District Bond Issue No. 8 and adopt Order Authorizing Application for Approval of Bond Issue by Texas Commission on Environmental Quality.
8. Hear Regional Detention/Drainage Maintenance Reports and consider taking any action requested, including:
 - a. Authorize and/or approve proposals for maintenance of regional detention and drainage facilities.
9. Hear Developer's Report and consider taking any action requested.
10. Hear report from Attorney and consider taking any action requested, including:
 - a. Ratify approval of Resolution Requesting Estimate of Value;
 - b. Approve Waste Management proposal for garbage collection services; and
 - c. Discuss April 2024 meeting.

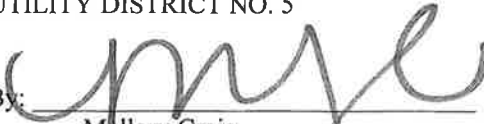


Pursuant to V.T.C.A. Government Code, Chapter 551, as amended, the Board of Directors may convene in closed session to receive advice from legal counsel and discuss matters relating to pending or contemplated litigation, personnel matters, gifts and donations, real estate transactions, the deployment, or specific occasions for the implementation, of security personnel or devices and/or economic development negotiations. Electronic copies of meeting materials are available by contacting tmiles@coatsrose.com.

Pursuant to Section 49.062, Texas Water Code, a written request of at least five registered voters may be submitted to the Board of Directors requesting the Board of Directors to designate a meeting place within the District. If no suitable meeting place exists inside the District, the Board may designate a meeting place outside the District that is located not further than 10 miles from the boundary of the District. If the Board of Directors fails to designate a meeting place within the District or not further than 10 miles from the boundary of the District, after the receipt of such petition, five registered voters may petition the Texas Commission on Environmental Quality to designate a meeting location.

EXECUTED this 18th day of March, 2024.

EAST MONTGOMERY COUNTY MUNICIPAL
UTILITY DISTRICT NO. 5

By: 
Mallory Craig
Coats Rose, P.C.
Attorneys for the District

(SEAL)





P.O. BOX 959
CONROE, TX 77305

L. BRANDON STEINMANN
COUNTY CLERK
MONTGOMERY COUNTY

(936)539-7885
(281)364-4200 EXT. 7885

CERTIFICATE OF POSTING

The State of Texas
County of Montgomery

I, L. Brandon Steinmann, County Clerk of Montgomery County, Texas do hereby certify that on
the 18th day of March, 2024 at 12:16 PM
a notice was presented to me for

EASE MONTGOMERY COUNTY MUD # 05 SPECIAL 03-25-2024

This notice is posted on the bulletin board at the Courthouse at 300 N Main and on the County
Clerk Internet website:

<https://gov.kofiletech.us/tx-Montgomery/>

Anyone wishing to view the original meeting notice on file may do so at 210 W. Davis, Suite
106, Conroe, Texas during regular business hours.

Executed this 18th day of March 2024

L. BRANDON STEINMANN, COUNTY CLERK
MONTGOMERY COUNTY, TEXAS



BY  DEPUTY

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4. Hear Bookkeeper's Report and consider taking action thereon, including:
 - a. Approve report and payment of bills listed therein.
5. Hear Tax Assessor/Collector's Report and take any action requested, including:
 - a. Consider adopting Resolution Concerning Tax Exemptions for 2024; and
 - b. Consider adopting Resolution Implementing 20% Penalty on 2023 delinquent taxes including engaging delinquent tax attorney.
6. Hear Operator's Report and consider taking any action requested, including:
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7. Hear Engineer's Report and consider taking action thereon, including:
 - a. Authorize the design of District and/or Master District facilities;
 - b. Approve plans and specifications for District and/or Master District facilities;
 - c. Authorize Engineer to advertise bids for District and/or Master District projects;
 - d. Approve report, pay estimates, and change orders for construction projects in progress in the District and/or Master District;
 - e. Authorize and/or ratify construction contracts and related items;
 - f. Approve Encroachment Agreement with Trunkline;
 - g. Authorize Engineering Services Related to Internal District Bond Issue No. 1 and adopt Order Authorizing Application for Approval of Bond Issue by Texas Commission on Environmental Quality; and
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8. Hear Regional Detention/Drainage Maintenance Reports and consider taking any action requested, including:
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9. Hear Developer's Report and consider taking any action requested.
10. Hear report from Attorney and consider taking any action requested, including:
 - a. Ratify approval of Resolution Requesting Estimate of Value;
 - b. Approve Waste Management proposal for garbage collection services; and
 - c. Discuss April 2024 meeting.

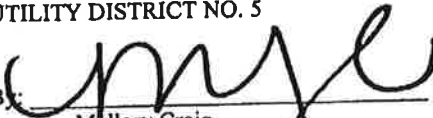
DOC# 24-0633
POSTED
03/18/2024 12:16PM
JEFF WARREN
CLERK
BRANDON STEINMANN, COUNTY CLERK
EAST MONTGOMERY COUNTY, TEXAS

Pursuant to V.T.C.A. Government Code, Chapter 551, as amended, the Board of Directors may convene in closed session to receive advice from legal counsel and discuss matters relating to pending or contemplated litigation, personnel matters, gifts and donations, real estate transactions, the deployment, or specific occasions for the implementation, of security personnel or devices and/or economic development negotiations. Electronic copies of meeting materials are available by contacting tmiles@coatsrose.com.

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EXECUTED this 18th day of March, 2024.

EAST MONTGOMERY COUNTY MUNICIPAL
UTILITY DISTRICT NO. 5

By: 
Mallory Craig
Coats Rose, P.C.
Attorneys for the District

(SEAL)



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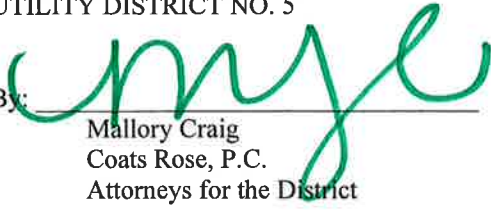
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7. Hear Engineer's Report and consider taking action thereon, including:
 - a. Authorize the design of District and/or Master District facilities;
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10. Hear report from Attorney and consider taking any action requested, including:
 - a. Ratify approval of Resolution Requesting Estimate of Value;
 - b. Approve Waste Management proposal for garbage collection services; and
 - c. Discuss April 2024 meeting.

Pursuant to V.T.C.A. Government Code, Chapter 551, as amended, the Board of Directors may convene in closed session to receive advice from legal counsel and discuss matters relating to pending or contemplated litigation, personnel matters, gifts and donations, real estate transactions, the deployment, or specific occasions for the implementation, of security personnel or devices and/or economic development negotiations. Electronic copies of meeting materials are available by contacting tmiles@coatsrose.com.

Pursuant to Section 49.062, Texas Water Code, a written request of at least five registered voters may be submitted to the Board of Directors requesting the Board of Directors to designate a meeting place within the District. If no suitable meeting place exists inside the District, the Board may designate a meeting place outside the District that is located not further than 10 miles from the boundary of the District. If the Board of Directors fails to designate a meeting place within the District or not further than 10 miles from the boundary of the District, after the receipt of such petition, five registered voters may petition the Texas Commission on Environmental Quality to designate a meeting location.

EXECUTED this 18th day of March, 2024.

EAST MONTGOMERY COUNTY MUNICIPAL
UTILITY DISTRICT NO. 5

By: 
Mallory Craig
Coats Rose, P.C.
Attorneys for the District

(SEAL)



CERTIFICATE OF POSTING OF NOTICE OF MEETING

THE STATE OF TEXAS §
COUNTY OF MONTGOMERY §
EAST MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 5 §

I, LYNN GASSMANN, the undersigned, hereby state that I posted the attached Notice of Meeting of the Board of Directors of East Montgomery County Municipal Utility District No. 5 of Montgomery County on the west side of U.S. 59, approximately 500 feet southwest of the intersection of U.S. 59 and Roman Forest Drive, Montgomery County, Texas, the location inside the boundaries of the District designated for the posting of agendas, on the 19 day of MARCH, 2024, at 12:20 o'clock P.m., which time was not less than 72 hours prior to the scheduled time of the meeting.


(Name) LYNN GASSMANN

AGENDA
EAST MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 5


Notice is hereby given pursuant to V.T.C.A. Government Code, Chapter 551, that the Board of Directors of East Montgomery County Municipal Utility District No. 5 will meet in **special** session, open to the public, at **12:00 p.m., on Thursday, May 16, 2024, at 9 Greenway Plaza, Suite 1000, Houston, Texas 77046**, a designated meeting place outside the boundaries of the District. At this meeting the following items will be considered and acted on:

1. Hear from the Public.
2. Hear Report from Roman Forest Police Department.
3. Consider approving minutes of the meeting held on March 25, 2024.
4. Accept resignation of Director Kijewski and appoint new director.
5. Accept Sworn Statement and Oath of Office for new director.
6. Reorganize the Board of Directors and approve revised District Registration Form.
7. Engage auditor to conduct audit for fiscal year ending May 31, 2024.
8. Hear Bookkeeper's Report and consider taking action thereon, including:
 - a. Approve report and payment of bills listed therein.
9. Hear Tax Assessor/Collector's Report and take any action requested.
10. Hear Operator's Report and consider taking any action requested, including:
 - a. Review billing and collections;
 - b. Authorize Operator to make necessary repairs to the regional and/or District water and sanitary system; and
 - c. Approve Consumer Confidence Report and authorize filing of same.
11. Hear Engineer's Report and consider taking action thereon, including:
 - a. Authorize the design of District and/or Master District facilities;
 - b. Approve plans and specifications for District and/or Master District facilities;
 - c. Authorize Engineer to advertise bids for District and/or Master District projects;
 - d. Approve report, pay estimates, and change orders for construction projects in progress in the District and/or Master District;
 - e. Authorize and/or ratify construction contracts and related items;
 - f. Approve deeds and/or easements; and
 - g. Update on bond applications and surplus funds application.
12. Hear Regional Detention/Drainage Maintenance Reports and consider taking any action requested, including:
 - a. Authorize and/or approve proposals for maintenance of regional detention and drainage facilities.
13. Hear Developer's Report and consider taking any action requested.
14. Hear report from Attorney and consider taking any action requested, including:
 - a. Ratify Resolution Authorizing Application to Texas Commission on Environmental Quality for Use of Surplus Funds.
 - b. Ratify adoption of budget for fiscal year ending May 31, 2025;
 - c. Adopt Resolution Evidencing Review of Identity Theft Prevention Program;
 - d. Adopt Resolution Nominating Candidate for Appointment to Groundwater Reduction Plan Contract Review Committee;
 - e. Adopt Resolution Regarding Reimbursement for Water Plant No. 2, Phase 2; and
 - f. Approve Annexation of Tavola West Reserves Sections 1 and 3 into Tavola West Community Association.

Pursuant to V.T.C.A. Government Code, Chapter 551, as amended, the Board of Directors may convene in closed session to receive advice from legal counsel and discuss matters relating to pending or contemplated litigation, personnel matters, gifts and donations, real estate transactions, the deployment, or specific occasions for the implementation, of security personnel or devices and/or economic development negotiations. Electronic copies of meeting materials are available by contacting tmiles@coatsrose.com.

EXECUTED this 9th day of May, 2024.

EAST MONTGOMERY COUNTY MUNICIPAL
UTILITY DISTRICT NO. 5

By: 

Mallory Craig
Coats Rose, P.C.
Attorneys for the District

(SEAL)



CERTIFICATE OF POSTING

THE STATE OF TEXAS §
COUNTY OF MONTGOMERY §
EAST MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 5 §

I, Nichole Hollis, the undersigned, hereby state that I posted the Notice of Meeting of East Montgomery County Municipal Utility District No. 5 of Montgomery County in the administrative offices of the District, on March 18, 2024 at 12:08 p.m., which time was not less than 72 hours prior to the scheduled time of the meeting.



Nichole Hollis

AGENDA
EAST MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 5

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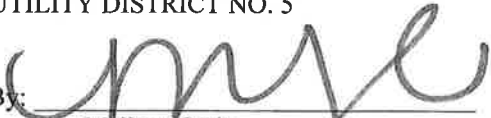
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EXECUTED this 18th day of March, 2024.

EAST MONTGOMERY COUNTY MUNICIPAL
UTILITY DISTRICT NO. 5

By: 
Mallory Craig
Coats Rose, P.C.
Attorneys for the District

(SEAL)





Roman Forest Police Department

Monthly Police Report



February 2024



Chief Stephen Carlisle



Administration Highlights

We have filled the recent full-time patrol officer vacancy by hiring officer Craig Sujo. Officer Sujo brings with him a few years of law enforcement experience from both Harris County and Montgomery County.

Patrol Unit 21 is fully in service with equipment and graphics. This unit is truck and has black reflective graphics. It is assigned to our investigator who works half his time or more to cover patrol vacant shifts due to PTO.

Patrol Unit 22 is being outfitted with equipment. We should have it very soon. This vehicle was ordered 18 months ago.

We are waiting on the equipment install and graphics for the Polaris Ranger side-by-side. We recently have used it on a few calls including a lost juvenile in the woods.

The Tavola HOA is now 100% run by residents. The president has asked that a RFPD representative give a police activity report at their monthly meetings. These meetings usually fall on the same night as City Council. I have assigned that task to Sgt Campbell who actually resides in Tavola.

There has been an increase in parking citations due to an increased amount of complaints. These parking citations are now issued to the registered owner and left with the vehicle. When the situation allows, the officer will attempt to make contact with the owner if practical.


Stephen Carlisle
Chief of Police

Patrol Statistics

FELONY ARRESTS	0	TRAFFIC STOPS	182	PATROL MILES DRIVEN	9987
MISDEMEANOR ARRESTS	2	MOTOR VEHICLE ACCIDENT	4	DISPATCHED CALLS	1439
INVESTIGATIONS	3	PURSUIT	0	ASSIST OTHER AGENCY	23

Calls for Service

Roman Forest

9	CRIMES AGAINST PERSONS		232	WATER/SEWER PLANT CHECKS
2	PROPERTY CRIMES		52	VACATION WATCHES
15	CRIMES AGAINST SOCIETY		13	CONCERN FOR WELFARE
0	DRUG CRIMES		11	FIRST RESPONDER/AID/MEDICAL
154	TRAFFIC STOPS		7	ALARM
2	MOTOR VEHICLE ACCIDENT		16	SUSPISIOUS VEHICLE/PERSONS
3	DISTURBANCE		180	BUILDING CHECKS

Tavola

5	CRIMES AGAINST PERSONS		829	WATER/SEWER PLANT CHECKS
5	PROPERTY CRIMES		42	VACATION WATCHES
6	CRIMES AGAINST SOCIETY		9	CONCERN FOR WELFARE
0	DRUG CRIMES		5	FIRST RESPONDER/AID/MEDICAL
28	TRAFFIC STOPS		11	ALARM
2	MOTOR VEHICLE ACCIDENT		16	SUSPISIOUS VEHICLE/PERSONS
6	DISTURBANCE		68	BUILDING CHECKS

Citations

182	TRAFFIC STOPS		11	PARKING CITATIONS
155	STATE VIOLATIONS		0	CITY CITATIONS

Case Reports

4	THEFT		1	FRAUD
1	ASSAULT		1	DEADLY CONDUCT
3	CRASH NON-INJURY/INJURY		1	HARRASSMENT
2	CRIMINAL MISCHIEF		3	DISTURBANC IN PROGRESS
1	THREAT		2	WELFARE CHECK

Roman Forest Patrol Highlights

On Friday, February 2, 2024, around 1740 hours, the Roman Forest Police Department was dispatched to a non-injury motor vehicle crash located at the intersection of Roman Forest Blvd and Lilliput Ln. A crash investigation was completed and the incident documented.

On Saturday, February 10, 2023, around 1715 hours, the Roman Forest Police Department responded to a suspicious person at the Dollar General, located at 2425 Appian Way. A female was issued a criminal trespass warning and a male was arrested for trespassing.

On Sunday, February 11, 2024, around 1640 hours, an Officer with the Roman Forest Police Department observed a physical altercation at 1900 block of Woodway Dr. New Caney Texas 77357. One male was transported to Kingwood ER with minor lacerations.

On Sunday, February 11, 2024, around 2213 hours, the Roman Forest Police Department assisted the Woodbranch Police Department with a disturbance in progress. Information was gathered, a report was made, and an adult male was arrested for Public Intoxication.

On Tuesday, February 20, 2024, around 1430 hours, the Roman Forest Police Department took a walk-in-report of a stolen license plate. A report was made and the plate was entered as stolen through TCIC/NCIC.

On Saturday, February 24, 2024, around 1905 hours, the Roman Forest Police Department was dispatched to a motor vehicle crash with injury located at 501 Roman Forest Blvd. A crash investigation was completed and the incident documented.

Tavola Patrol Highlights

On Thursday, February 1, 2024, around 1432, the Roman Forest Police Department was dispatched to a non-injury motor vehicle crash located in the Tavola sub-division. A crash investigation was completed and the incident documented.

On Thursday, February 1, 2024, around 2058 hours, the Roman Forest Police Department responded to a welfare check on the 20000 block of Maplewood Ridge Dr., New Caney, Texas, 77357 located in the Tavola sub-division. Officers made contact with a resident who was having a mental health episode. The resident was transported to a local hospital for treatment.

On Sunday, February 4, 2024, around 0508, the Roman Forest Police Department was dispatched to the soccer field next to Tavola Elementary for vandalism to the men's restroom. Information was gathered, photos were taken, and a report was generated. The case has been referred to investigations.

On Monday, February 5, 2024, around 0741 hours, the Roman Forest Police department responded to 18590 Cepagatti Dr located in the Tavola sub-division in reference to a theft. An investigation was started and the incident documented awaiting follow-up and final disposition.

On Monday, February 5, 2024, around 1200 hours an Officer with the Roman Forest Police department responded to a welfare check in the Tavola subdivision in New Caney Texas 77357. A Female was deceased upon arrival due to natural causes.

On Wednesday, February 7, 2024, around 0740 hours, the Roman Forest Police Department responded to the 18500 Block of Cepigatti Dr located in the Tavola sub-division in reference to theft of building material. Information was collected from the reportee, the information was documented in a report and the case number was provided.

On Wednesday, February 7, 2024, around 2000 hours, the Roman Forest Police Department was dispatched to a fraud call at the 23800 block of Brenta Valley Dr located in the Tavola sub-division. An investigation was conducted, and a report was generated. No further information at this time.

On Monday, February 12, 2024, around 1630 hours, An Officer with the Roman Forest Police Department responded to a Harassment call in the Tavola Subdivision, New Caney Texas 77357. A warrant was filed and pending approval.

On Tuesday, February 13, 2024, around 2115 hours, the Roman Forest Police Department was dispatched to a call regarding Deadly Conduct in the Tavola subdivision. After investigation by Officers was conducted it was concluded no crime had been committed.

On Thursday, February 15, 2024, around 1830 hours, the Roman Forest Police Department was dispatched to an Assault Past in the Tavola Subdivision. The case is closed.

On Monday, February 19, 2024, around 2048 hours, the Roman Forest Police Department was notified about a threat that occurred in the Tavola Subdivision. Information was gathered, an investigation was done, and a report was made.

On Saturday, February 26, 2024, around 0122 hours, an Officer with the Roman Forest Police Department responded to a Disturbance in Progress in the Tavola subdivision. The parties was separated, and a Criminal Trespass Warning was issued. No further information at this time.

On Monday, February 26, 2024, around 0900 hours, Roman Forest Police Officers were dispatched to a theft of metal call located in the Tavola West subdivision. A report was made and will be further investigated by CID.

On Wednesday, February 28, 2024, around 1641 hours, the Roman Forest Police Department collected information for a Criminal Mischief report that occurred in the 23800 block of Via Camino Ln., in the Tavola sub-division.

Code Enforcement

6	Violation Notification Letters Sent	13	Violation Notices in person
30	Code Inspections	13	Voluntary Compliance
14	Code Citations Issued	1	Extensions
6	Cases Pending action		Abatement

8	Debris	4	High Weeds or Rubbish
1	Land Use	5	Parking on Premises
3	Expired or No Permit	3	Junk or Unregistered Vehicles
3	Animal	8	Fence
	Stagnant Water	8	Signs

Animal Service

Nothing to report.

Fire Code

A training course has been developed in our Virtual Academy to train our officers the city code relating to outdoor burning.

Sex Offender

One sex offender validation was completed.



Roman Forest Police Department

City of Roman Forest, Texas

Stephen Carlisle
Chief of Police

East Montgomery County Municipal Utility District 5, 6 & 7

Police Activity Report

November, December 2023 & January 2024

February 28, 2024

EMCMUD 5, 6 and 7 Board Members,

We are happy to be able to serve your districts. Below is the information we have captured for this report. Please let me know any other information you would like included in future reports. My cell phone is 832-731-5387; feel free to call me anytime.

I am considering a different report format to one similar to the report I generate to provide to the City's governing body or maybe the same report. I have included January's report for review.

Activity report:

November 2023

9	CRIMES AGAINST PERSONS		838	WATER/SEWER PLANT CHECKS
5	PROPERTY CRIMES		31	VACATION WATCHES
10	CRIMES AGAINST SOCIETY		5	CONCERN FOR WELFARE
0	DRUG CRIMES		3	FIRST RESPONDER/AID/MEDICAL
30	TRAFFIC STOPS		11	ALARM
5	MOTOR VEHICLE ACCIDENT		18	SUSPISIOUS VEHICLE/PERSONS
6	DISTURBANCE		230	BUILDING CHECKS

December 2023

4	CRIMES AGAINST PERSONS		844	WATER/SEWER PLANT CHECKS
5	PROPERTY CRIMES		58	VACATION WATCHES
13	CRIMES AGAINST SOCIETY		7	CONCERN FOR WELFARE
0	DRUG CRIMES		5	FIRST RESPONDER/AID/MEDICAL
45	TRAFFIC STOPS		10	ALARM
0	MOTOR VEHICLE ACCIDENT		14	SUSPISIOUS VEHICLE/PERSONS
0	DISTURBANCE		52	BUILDING CHECKS

January 2024

5	CRIMES AGAINST PERSONS		860	WATER/SEWER PLANT CHECKS
2	PROPERTY CRIMES		27	VACATION WATCHES
6	CRIMES AGAINST SOCIETY		13	CONCERN FOR WELFARE
0	DRUG CRIMES		2	FIRST RESPONDER/AID/MEDICAL
11	TRAFFIC STOPS		14	ALARM
1	MOTOR VEHICLE ACCIDENT		17	SUSPISIOUS VEHICLE/PERSONS
4	DISTURBANCE		84	BUILDING CHECKS

Respectively,


Stephen Carlisle, Chief of Police



**East Montgomery County MUD 5
Cash Analysis
March 25, 2024**

MASTER GENERAL OPERATING FUND - Central Bank

Ending Balance from last meeting	\$	322,913.25
Add in voided check #2138 written to Lone Star Groundwater Conservation, paid directly by H2O	+	72,505.00
<u>Receipts</u>		
Payment from East Montgomery MUD 6 for November, December, January & February	+	346,426.88
Payment from East Montgomery MUD 7 for November, December, January & February	+	340,357.71
Interest earned on account	+	326.20
<u>Withdrawals</u>		
United States Treasury, payment of payroll taxes on director fees from last meeting	-	236.64
Bank charges/fees	-	10.00
Checks previously approved		
2120 - Entergy, electric services	-	14,623.13
2021 - Entergy, electric services	-	10,629.68
2138 - Lone Star Groundwater Conservation District, permit fees	-	72,505.00
2139 - Waste Management of Texas, Inc., garbage services	-	311.14
2140 - San Jacinto River Authority, pumpage fees	-	46,644.00
2151 - Entergy, electric services	-	5,865.35
2152 - Touchstone District Services, website expenses	-	200.00
2153 - Growth Services Inc., mowing	-	10,800.40
2154 - L. J. Kijewski, director fee for 2/28/24 - \$221.00, less taxes, mileage reimbursement - \$41.54	-	245.64
2155 - 2157, Void		
2158 - Nancy Walker, director fee for 2/28/24 - \$221.00, less taxes	-	204.10
2159 - AUC Group, sewer plant lease phase II - February & March - \$18,500.00, sewer plant lease phase III - February & March - \$36,250.00, Plant 2 lease - February & March - \$24,600.00	-	79,350.00
2160 - City of Roman Forest, security services for June & July	-	1,000.00
2161 - Coats Rose, P.C., legal fees through January	-	4,555.51
2162 - Entergy, electric services	-	20,414.12
2163 - Growth Services Inc., mowing, outfall repair, pond maintenance	-	61,020.40
2164 - H2O Innovation, maintenance & operations for November through February	-	217,328.24
2165 - L & S District Services, LLC., bookkeeping fees & expenses for December & January	-	2,057.95
2166 - LJA Engineering, Inc., engineering fees - \$4,104.78, GIS - \$2,281.20, Wastewater Treatment Plant No.1 - \$2,307.84, Tavola Alternate Capacity Request - \$6,858.95	-	15,552.77
2167 - San Jacinto River Authority, pumpage fees	-	83,163.56
2168 - Stuckey's, LLC., tributary maintenance & outfall repair	-	128,061.28
2169 - Waste Management of Texas, Inc., garbage services	-	155.57
2170 - Stephanie Hall, refund	-	99.00
2171 - Mark Morena, refund	-	5.14
2172 - Touchstone District Services, website expenses	-	400.00
2173 - Entergy, blank check for electric services		
2174 - Entergy, blank check for electric services		
2175 - Entergy, blank check for electric services		
2176 - Waste Management of Texas, Inc., garbage services	-	193.22
2177 - San Jacinto River Authority, blank check for pumpage fees		
2178 - San Jacinto River Authority, blank check for pumpage fees		
2179 - Lone Star Groundwater Conservation District, permit fees	-	5,376.25
2180 - AUC Group, sewer plant lease phase II - April - \$9,250.00, sewer plant lease phase III - April - \$18,125.00, Plant 2 lease - April - \$12,300.00	-	39,675.00



MASTER GENERAL OPERATING FUND - Central Bank - Continued

Checks presented for signatures March 25, 2024

2181 - L. J. Kijewski, director fee for 3/25/24 - \$221.00, less taxes, mileage reimbursement - \$41.54	-	245.63
2182 - Brian Mashburn, director fee for 3/25/24 - \$221.00, less taxes, mileage reimbursement - \$47.57	-	251.67
2183 - John Patterson, director fee for 3/25/24 - \$221.00, less taxes, mileage reimbursement - \$37.52	-	241.62
2184 - Charles Prause, director fee for 3/25/24 - \$221.00, less taxes, mileage reimbursement - \$18.76	-	222.86
2185 - Nancy Walker, director fee for 3/25/24 - \$221.00, less taxes	-	204.09
2186 - AUC Group, sewer plant lease phase II - May - \$9,250.00, sewer plant lease phase III - May - \$18,125.00, Plant 2 lease - May - \$12,300.00	-	39,675.00
2187 - City of Roman Forest, security services for August & September	-	1,000.00
2188 - Coats Rose, P.C., legal fees through February	-	2,776.65
2189 - Growth Services Inc., mowing & pond maintenance	-	10,054.10
2190 - H2O Innovation, maintenance & operations for March	-	83,681.28
2191 - L & S District Services, LLC., bookkeeping fees & expenses for February	-	1,176.79
2192 - LJA Engineering, Inc., engineering fees - \$1,489.15, Wastewater Treatment Plant No.1 - \$5,328.75, Tavola Alternate Capacity Request - \$1,700.00	-	8,517.90
2193 - Stuckey's, LLC., turf establishment, overseed & fertilizer	-	35,572.50
2194 - Touchstone District Services, website expenses	-	200.00
2195 - AUC Group, blank check for sewer lease		
2196 - Lone Star Groundwater Conservation District, blank check for permit fees		
2197 - Waste Management of Texas, Inc., blank check for garbage services		
Total Disbursements	\$	1,004,503.18

Ending Balance at March 25, 2024 \$ 78,025.86

INTERNAL GENERAL OPERATING FUND - Central Bank

Ending Balance from last meeting	\$	653,531.08
<u>Receipts</u>		
A/R Receipts	+	12,730.89
Taps & Inspections	+	244,465.00
Maintenance Tax	+	4.20
Temporary Fire Hydrant	+	4,879.58
Interest earned on account	+	1,244.41
<u>Withdrawals</u>		
Payment to Texas Commission on Environmental Quality, annual regulatory fees	-	1.54
Customer returned checks/NSF items	-	90.62
Bank charges & fees	-	45.00
Checks previously approved		
3015 - Coats Rose, P.C., legal fees through January	-	1,242.50
3016 - H2O Innovation, maintenance & operations for November through February	-	181,313.39
Checks presented for signatures March 25, 2024		
3017 - Coats Rose, P.C., legal fees through February	-	1,158.25
3018 - H2O Innovation, maintenance & operations for March	-	107,815.49
3019 - L & S District Services, LLC., bookkeeping fees & expenses for March	-	373.36
Total Disbursements	\$	292,040.15
Ending Balance at March 25, 2024	\$	624,815.01

CAPITAL PROJECTS FUND - Central Bank

Ending Balance from last meeting	\$	97,181.27
<u>Receipts</u>		
Interest earned on account	+	660.33
<u>Withdrawals</u>		
Bank charges/fees	-	50.00
Total Disbursements	\$	50.00
Ending Balance at March 25, 2024	\$	97,791.60
<u>Investments</u>		
Capital Projects High Yield Money Market	\$	454,326.63
Total Capital Projects Funds	\$	552,118.23
Funds remaining in Series 2019 - \$91,194.05		
Funds remaining in Series 2021 - \$320,096.02		
Funds remaining in Series 2022 - \$62,686.06		
Funds remaining in Series 2023 - \$77,142.10		

MASTER CONTRACT TAX FUND - Amegy Bank - xxx5770

Ending Balance from last meeting	\$	1,909,283.07
<u>Receipts</u>		
Interest earned on account	+	8,204.71
<u>Withdrawals</u>		
Contract Tax Payment - 12/1/23	-	942,082.54
Total Disbursements	\$	942,082.54
Ending Balance at March 25, 2024	\$	975,405.24

East Montgomery County MUD 5 General Operating Fund Profit & Loss Budget Performance February 2024

	Feb 24	Budget	Jun '23 - Feb 24	YTD Budget	Annual Budget
Ordinary Income/Expense					
Income					
4000 · Master District Services MUD 6	0.00	110,789.42	1,177,345.23	997,104.74	1,329,473.00
4001 · Master District Services MUD 7	0.00	89,191.42	916,305.23	802,722.74	1,070,297.00
Water Revenue	0.00	0.00	0.00	0.00	0.00
Other Revenues					
5380 · Miscellaneous Income	0.00	0.00	389,833.78	0.00	0.00
5391 · Interest Income	33.56	0.00	1,375.12	0.00	0.00
Total Other Revenues	33.56	0.00	391,208.90	0.00	0.00
Total Income	33.56	199,980.84	2,484,859.36	1,799,827.48	2,399,770.00
Expense					
Water Expenses					
6100 · Bulk Water Purchases	0.00	83.34	0.00	749.98	1,000.00
6124 · Laboratory Expense	2,246.20	1,333.34	2,246.20	11,999.98	16,000.00
6126 · Permit Fees	0.00	12.50	3,359.54	112.50	150.00
6127 · SJRA Pumpage Fee	0.00	62,500.00	728,008.51	562,500.00	750,000.00
6128 · LSWCD Fees	76,130.25	1,792.09	92,259.00	16,128.73	21,505.00
6135 · Repairs & Maintenance	2,589.61	8,166.66	120,590.30	73,500.02	98,000.00
6142 · Chemicals	0.00	1,000.00	17,666.92	9,000.00	12,000.00
Total Water Expenses	80,966.06	74,887.93	964,130.47	673,991.21	898,655.00
Sewer Expenses					
6201 · Purchased Sewer Service	0.00	83.34	0.00	749.98	1,000.00
6224 · Laboratory Expense	0.00	2,500.00	23,712.50	22,500.00	30,000.00
6226 · Permit Fees	0.00	155.84	0.00	1,402.48	1,870.00
6235 · Repair and Maintenance	30,803.23	12,500.00	189,429.92	112,500.00	150,000.00
6237 · Sludge Removal	0.00	5,666.67	57,093.22	50,999.99	68,000.00
6242 · Chemicals	1,782.50	1,000.00	9,363.44	9,000.00	12,000.00
6252 · Utilities	14,548.77	16,500.00	156,626.40	148,500.00	198,000.00
6258 · Sewer Plant Lease Phase II	9,250.00	9,250.00	83,250.00	83,250.00	111,000.00
6260 · Sewer Plant Lease Phase III	18,125.00	18,125.00	163,125.00	163,125.00	217,500.00
6261 · Sewer Plant Lease Plant 2	12,300.00	0.00	110,700.00	0.00	0.00
6299 · Garbage Expense	155.57	200.00	1,625.13	1,800.00	2,400.00
Total Sewer Expenses	86,965.07	65,980.85	794,925.61	593,827.45	791,770.00
Other Expenses					
6310 · Director Fees	442.00	875.00	6,409.00	4,375.00	5,250.00
6314 · Payroll Taxes	33.80	83.34	490.26	416.66	500.00
6320 · Legal Fees	2,776.65	2,916.67	20,944.17	26,249.99	35,000.00
6321 · Auditing Fees	0.00	0.00	22,000.00	16,500.00	16,500.00
6322 · Engineering Fees	8,517.90	4,166.67	186,414.61	37,499.99	50,000.00
6325 · Election Expense	0.00	0.00	9,371.00	0.00	0.00
6332 · M&R - Other	6,737.15	6,250.00	70,530.75	56,250.00	75,000.00

East Montgomery County MUD 5 General Operating Fund Profit & Loss Budget Performance

February 2024

	Feb 24	Budget	Jun '23 - Feb 24	YTD Budget	Annual Budget
6333 · Bookkeeping Fees	1,176.79	1,000.00	9,610.57	9,000.00	12,000.00
6336 · M&R - Drainage Improvement	10,054.10	23,500.00	197,894.18	211,500.00	282,000.00
6337 · M&R - Drainage Repairs	127,346.28	16,666.67	316,240.81	149,999.99	200,000.00
6351 · Telephone	0.00	87.50	0.00	787.50	1,050.00
6353 · Insurance	0.00	0.00	30,652.00	22,245.00	22,245.00
6354 · Travel Expense	41.54	83.34	796.79	749.98	1,000.00
6357 · Website Expense	200.00	200.00	1,200.00	1,800.00	2,400.00
6359 · Other Expenses	104.14	33.34	140.92	299.98	400.00
6395 · Security Service	500.00	500.00	4,500.00	4,500.00	6,000.00
Total Other Expenses	157,930.35	56,362.53	877,195.06	542,174.09	709,345.00
Total Expense	325,861.48	197,231.31	2,636,251.14	1,809,992.75	2,399,770.00
Net Ordinary Income	-325,827.92	2,749.53	-151,391.78	-10,165.27	0.00
Other Income/Expense					
Capital Outlay					
7300 · Capital Outlay - Facilities	0.00	0.00	21,150.00	0.00	0.00
Total Capital Outlay	0.00	0.00	21,150.00	0.00	0.00
Total Other Expense	0.00	0.00	21,150.00	0.00	0.00
Net Other Income	0.00	0.00	-21,150.00	0.00	0.00
Net Income	-325,827.92	2,749.53	-172,541.78	-10,165.27	0.00

East Montgomery County MUD 5 Internal Operating Fund Profit & Loss Budget Performance

February 2024

	Feb 24	Budget	Jun '23 - Feb 24	YTD Budget	Annual Budget
Ordinary Income/Expense					
Income					
Water Revenue					
4100 · Customer Service Fees - Water	2,655.10	0.00	6,357.48	0.00	0.00
4110 · Water Tap Connection Fees	48,195.00	0.00	397,585.00	0.00	0.00
4150 · LSGCD Collections	49.65	0.00	56.66	0.00	0.00
4155 · SJRA Collections	1,750.28	0.00	1,987.11	0.00	0.00
Total Water Revenue	52,650.03	0.00	405,986.25	0.00	0.00
Sewer Revenue					
4200 · Customer Service Fees - Sewer	3,979.11	0.00	16,124.91	0.00	0.00
4202 · Sewer Inspection Fees	0.00	0.00	11,580.00	0.00	0.00
Total Sewer Revenue	3,979.11	0.00	27,704.91	0.00	0.00
Other Revenues					
5300 · Security Service	221.00	0.00	221.00	0.00	0.00
4900 · Inspection Fees	13,770.00	0.00	51,570.00	0.00	0.00
4320 · Maintenance Taxes	4.20	0.00	2,107.76	2,105.00	5,000.00
4330 · Penalties and Interest	419.06	0.00	603.93	0.00	0.00
4380 · Termination/Reconnection/NSF Fe	10.00	0.00	10.00	0.00	0.00
4400 · Transfer/Connection Fees	1,435.00	0.00	1,435.00	0.00	0.00
4700 · Builder Inspection Fees	0.00	0.00	21,340.00	0.00	0.00
4800 · Customer Service Inspections	0.00	0.00	19,500.00	0.00	0.00
5380 · Miscellaneous Income	0.00	0.00	438,061.22	0.00	0.00
5391 · Interest Income	487.67	0.00	1,244.41	0.00	0.00
5500 · Developer Advances	0.00	7,891.00	15,000.00	71,027.00	94,700.00
Total Other Revenues	16,346.93	7,891.00	551,093.32	73,132.00	99,700.00
Total Income	72,976.07	7,891.00	984,784.48	73,132.00	99,700.00
Expense					
Water Expenses					
6124 · Laboratory Expense	195.50	0.00	391.00	0.00	0.00
6135 · Repairs & Maintenance	6,188.72	0.00	7,867.55	0.00	0.00
6170 · Tap Connection Expense	16,250.00	0.00	188,340.00	0.00	0.00
Total Water Expenses	22,634.22	0.00	196,598.55	0.00	0.00
Sewer Expenses					
6226 · Permit Fees	30.00	0.00	30.00	0.00	0.00
6235 · Repair and Maintenance	11,756.97	0.00	11,756.97	0.00	0.00
6275 · Sewer Inspection Expense	3,325.00	0.00	6,300.00	0.00	0.00
Total Sewer Expenses	15,111.97	0.00	18,086.97	0.00	0.00

East Montgomery County MUD 5 Internal Operating Fund Profit & Loss Budget Performance

February 2024

	Feb 24	Budget	Jun '23 - Feb 24	YTD Budget	Annual Budget
Other Expenses					
6320 · Legal Fees	1,158.25	2,500.00	2,400.75	22,500.00	30,000.00
6321 · Auditing Fees	0.00	0.00	2,000.00	2,000.00	2,000.00
6322 · Engineering Fees	0.00	3,750.00	4,364.69	33,750.00	45,000.00
6326 · TCEQ Assessment Fees	1.54	0.00	1.54	0.00	0.00
6332 · Other Operator Expense	0.00	1,500.00	7,175.80	13,500.00	18,000.00
6333 · Bookkeeping Fees	373.36	350.00	373.36	3,150.00	4,200.00
6359 · Other Expenses	5.00	41.00	456.00	377.00	500.00
6370 · Builder Inspections	1,740.00	0.00	4,110.00	0.00	0.00
6375 · CSI Inspections	525.00	0.00	525.00	0.00	0.00
6380 · Termination/Reconnection/NSF Ex	0.00	0.00	145.00	0.00	0.00
6400 · Annual contract tax payments	0.00	0.00	1,249.62	0.00	0.00
Total Other Expenses	3,803.15	8,141.00	22,801.76	75,277.00	99,700.00
Total Expense	41,549.34	8,141.00	237,487.28	75,277.00	99,700.00
Net Ordinary Income	31,426.73	-250.00	747,297.20	-2,145.00	0.00
Other Income/Expense					
Other Expense	0.00	0.00	1,245.56	0.00	0.00
6401 · Contract Tax	0.00	0.00	1,245.56	0.00	0.00
Total Other Expense	0.00	0.00	-1,245.56	0.00	0.00
Net Other Income	0.00	0.00	746,051.64	-2,145.00	0.00
Net Income	31,426.73	-250.00	746,051.64	-2,145.00	0.00

**East Montgomery County MUD 5
Comparison of TCEQ Approved Estimates
with Actual Costs - Series 2019 Bonds
March 25, 2024**

	TCEQ Approved Estimates	District Expenditure	Over (Under)
<u>CONSTRUCTION COSTS</u>			
District Items:			
Regional detention and amenity ponds "D" and "E"	\$ 1,391,160.00	\$ 1,391,160.00	0.00
Via Principale Parkway West and Gran and Robe	471,787.00	471,787.00	0.00
Via Principle Parkway West, Phase II	249,409.00	249,409.00	0.00
Regional detention and amenity pond "C"	952,429.00	952,429.00	0.00
Engineering, geotechnical, swppp, and materials testing	637,805.00	638,621.00	816.00
Wastewater treatment plant No. 1 - Phase II expansion	75,834.00	67,078.56	(8,755.44)
Lift station upgrade	14,000.00	11,657.96	(2,342.04)
<u>NON CONSTRUCTION COSTS</u>			
Legal fees	114,500.00	114,500.00	0.00
Financial advisor fees	99,500.00	99,500.00	0.00
Capitalized interest	111,938.00	82,333.00	(29,605.00)
Bond anticipation note interest	27,446.00	41,322.93	13,876.93
Developer interest	500,791.00	413,677.00	(87,114.00)
Bond discount	149,250.00	123,380.00	(25,870.00)
Bond issuance costs	59,637.00	31,667.37	(27,969.63)
Bond anticipation note issuance costs	62,101.00	62,704.52	603.52
Bond application report costs	40,000.00	37,091.00	(2,909.00)
Attorney General fee	4,975.00	4,975.00	0.00
Commission bond issuance fee	12,438.00	12,437.50	(0.50)
	<hr/>	<hr/>	<hr/>
TOTAL	\$ 4,975,000.00	\$ 4,805,730.84	\$ (169,269.16)
Proceeds from Series 2019 Bond Sale	4,975,000.00		
Interest Income/bank charges	2,762.82		
Use of surplus funds, WWTP Lease buy-out, AUC	(60,617.93)		
Use of surplus funds application, LJA Engineering 12/16/20	(20,220.00)		
Expenditures from Bond Sale Proceeds	(4,805,730.84)		
Total Construction Funds from Series 2019 Bonds		\$ 91,194.05	

**East Montgomery County MUD 5
Comparison of TCEQ Approved Estimates
with Actual Costs - Series 2021 Bonds
March 25, 2024**

	TCEQ Approved Estimates	District Expenditure	Over (Under)
<u>CONSTRUCTION COSTS</u>			
District items:			
Peach Creek and Caney Creek channel improvements	\$ 690,459.00	\$ 690,459.00	0.00
Southwest pocket ditch	647,461.00	647,461.00	0.00
Reinforced concrete boxes- Southwest pocket ditch	210,598.00	210,598.00	0.00
Peach Creek, Phase 1	258,325.00	258,325.00	0.00
Water Plant No. 1, Phase 4	186,271.00	186,271.00	0.00
Clearing and grubbing, Phase 1 (Sections 1-4)	268,228.00	268,228.00	0.00
Regional detention pond "A"	212,092.00	212,092.00	0.00
Engineering	594,483.00	522,205.00	(72,278.00)
Storm water pollution prevention plan	42,534.00	59,181.00	16,647.00
Testing	41,098.00	41,099.00	1.00
<u>NON CONSTRUCTION COSTS</u>			
Legal fees	98,800.00	98,800.00	0.00
Financial advisor fees	83,800.00	83,800.00	0.00
Capitalized interest	94,275.00	54,250.00	(40,025.00)
Developer interest	411,420.00	281,870.00	(129,550.00)
Bond anticipation note interest	56,575.00	14,583.78	(41,991.22)
Bond discount	125,700.00	96,356.40	(29,343.60)
Bond issuance costs	44,645.00	31,008.89	(13,636.11)
Bond anticipation note issuance costs	54,171.00	55,548.26	1,377.26
Bond application report costs	40,000.00	38,343.52	(1,656.48)
Operating advances	14,400.00	14,400.00	0.00
Attorney General fee	4,190.00	4,190.00	0.00
Commission bond issuance fee	10,475.00	10,475.00	0.00
TOTAL	\$ 4,190,000.00	\$ 3,879,544.85	\$ (310,455.15)
Proceeds from Series 2021 Bond Sale	4,190,000.00		
Interest Income/bank charges	10,640.87		
Expenditures from Bond Sale Proceeds	(3,879,544.85)		
Total Construction Funds from Series 2021 Bonds		\$ 321,096.02	

**East Montgomery County MUD 5
 Comparison of TCEQ Approved Estimates
 with Actual Costs - Series 2022 Bonds
 March 25, 2024**

<u>CONSTRUCTION COSTS</u>	TCEQ Approved Estimates	District Expenditure	Over (Under)
Water Plant No. 2 water well and collection line	\$ 2,480,112.00	\$ 2,480,112.00	0.00
Regional Detention Pond A	528,083.00	528,084.00	1.00
Clearing and grubbing to serve Tavola, Phase 5	47,344.00	47,344.00	0.00
Clearing and grubbing to serve Tavola, Phase 6	91,272.00	91,272.00	0.00
Clearing and grubbing to serve Tavola, Phase 7	77,339.00	77,339.00	0.00
Engineering, geotechnical, storm water pollution prevention plan and materials testing	0.00 617,153.00	0.00 605,135.00	0.00 (12,018.00)
 <u>NON CONSTRUCTION COSTS</u>			
Legal fees	112,100.00	112,100.00	0.00
Fiscal agent fees	97,100.00	97,100.00	0.00
Capitalized interest	97,100.00	97,100.00	0.00
Developer interest	308,305.00	340,544.00	32,239.00
Bond anticipation note interest	55,320.00	17,261.38	(38,058.62)
Bond discount	145,650.00	130,103.50	(15,546.50)
Bond issuance costs	77,341.00	52,844.60	(24,496.40)
Bond anticipation note issuance costs	63,788.00	67,206.56	3,418.56
Bond application report costs	40,000.00	36,679.40	(3,320.60)
Attorney General fee	4,855.00	4,855.00	0.00
Commission bond issuance fee	12,138.00	12,137.50	(0.50)
 TOTAL	 \$ 4,855,000.00	 \$ 4,797,217.94	 \$ (57,782.06)
 Proceeds from Series 2022 Bond Sale	 4,855,000.00		
Interest Income/bank charges	4,904.00		
Expenditures from Bond Sale Proceeds	(4,797,217.94)		
 Total Construction Funds from Series 2022 Bonds		 \$ 62,686.06	

**East Montgomery County MUD 5
Comparison of TCEQ Approved Estimates
with Actual Costs - Series 2023 Bonds
March 25, 2024**

	TCEQ Approved Estimates	District Expenditure	Over (Under)
<u>CONSTRUCTION COSTS</u>			
Tropical Storm Imelda Recovery Project	\$ 2,098,141.00	\$ 2,098,141.00	0.00
North Pond	486,944.00	486,944.00	0.00
Tavola Aragoste Parkway Street Dedication	497,647.00	497,647.00	0.00
Water Plant No. 2 water well and collection line	67,512.00	67,512.00	0.00
Peach Creek, Phase 2 channel improvements	3,272,107.00	3,272,107.00	0.00
Wastewater Treatment Plant No. 1, Phase 2	929,196.00	929,196.00	0.00
Peach Creek, Phase 3	1,834,105.00	1,834,105.00	0.00
Tavola Control Structure	3,254.00	3,254.00	0.00
Engineering, geotechnical, stormwater pollution & materials testing	1,286,209.00	1,220,252.00	(65,957.00)
 <u>NON CONSTRUCTION COSTS</u>			
Legal fees	282,000.00	282,000.00	0.00
Fiscal agent fees	267,000.00	267,000.00	0.00
Capitalized interest	367,125.00	361,750.00	(5,375.00)
Developer interest	1,421,400.00	1,397,647.00	(23,753.00)
Bond discount	400,500.00	398,470.41	(2,029.59)
Bond issuance costs	38,985.00	58,366.80	19,381.80
Bond application report costs	55,000.00	55,590.69	590.69
Attorney General fee	9,500.00	9,500.00	0.00
Commission bond issuance fee	33,375.00	33,375.00	0.00
 TOTAL	 \$ 13,350,000.00	 \$ 13,272,857.90	 \$ (77,142.10)
 Proceeds from Series 2023 Bond Sale	 13,350,000.00		
Interest Income/bank charges	0.00		
Expenditures from Bond Sale Proceeds	<u>(13,272,857.90)</u>		
 Total Construction Funds from Series 2023 Bonds		 \$ 77,142.10	

East Montgomery County MUD 5

	Actuals 03/25/2024	Budget for 05/31/2024	Proposed Budget for 05/31/2025
Income			
Master District Revenue from EMC MUD 6	\$ 1,177,345.23	1,329,473.00	1,549,683.00
Master District Revenue from EMC MUD 7	916,305.23	1,070,297.00	1,556,516.00
Miscellaneous Income	389,833.78	0.00	0.00
Interest Income	1,375.12	0.00	1,500.00
Total Income	\$ 2,484,859.36	2,399,770.00	3,107,699.00
Expenses			
Water Expenses			
Bulk Water Purchases	\$ 0.00	1,000.00	1,000.00
Laboratory Fees	2,697.20	16,000.00	5,000.00
Permit Fees	125.00	150.00	150.00
SJRA Fees	728,008.51	750,000.00	1,085,000.00
LSWCD Fees & Permit	97,635.25	21,505.00	98,000.00
Maintenance and Repair	125,239.41	98,000.00	132,000.00
Chemicals	17,666.92	12,000.00	20,000.00
Tap Connection Expense	52,150.00	0.00	0.00
Sewer Expenses			
Purchased Sewer Service	\$ 0.00	1,000.00	1,000.00
Laboratory Fees	23,712.50	30,000.00	30,000.00
Permit Fees	3,234.54	1,870.00	3,300.00
Maintenance and Repair	196,663.12	150,000.00	225,000.00
Sludge Hauling	57,093.22	68,000.00	68,000.00
Chemicals	9,363.44	12,000.00	12,000.00
Utilities	156,626.40	198,000.00	198,000.00
Lease of Sewer Plant Phase II (\$9,250)	111,000.00	111,000.00	111,000.00
Lease of Sewer Plant III (\$18,125)	217,500.00	217,500.00	217,500.00
Lease of Sewer Plant #2 (\$12,300)	147,600.00	0.00	147,600.00
Sewer Inspection Expense	2,555.00	0.00	0.00
Garbage expense	1,818.35	2,400.00	2,400.00
Other Expenses			
Director Fees	7,514.00	5,250.00	8,840.00
Payroll Taxes	574.78	500.00	707.00
Legal Fees	20,944.17	35,000.00	35,000.00
Audit Fees	22,000.00	16,500.00	23,500.00
Engineering Fees	186,414.61	50,000.00	60,000.00
Election Expenses	9,371.00	0.00	0.00
Maintenance & Operator Expense - Other	71,566.95	75,000.00	75,000.00
Bookkeeping Fees	9,610.57	12,000.00	12,000.00
Maintenance - Drainage; overseeding, mowing	197,894.18	282,000.00	282,000.00
Maintenance - Drainage repairs	351,813.31	200,000.00	200,000.00
Telephone	0.00	1,050.00	1,050.00
Insurance	30,652.00	22,245.00	30,652.00
Travel/Mileage	942.18	1,000.00	1,200.00
Website Expense	1,400.00	2,400.00	2,400.00
Other Expenses	140.92	400.00	400.00
Builder Inspections	6,330.00	0.00	8,000.00
CSI Inspections	5,550.00	0.00	8,000.00
Termination/Reconnection/NSF	538.00	0.00	2,000.00
Security services	6,000.00	6,000.00	0.00
Capital Outlay - Facilities (Access Bridges)	21,150.00	0.00	0.00
Total Expense	\$ 2,901,095.53	2,399,770.00	3,197,699.00
Net Gain	\$ (416,236.17)	0.00	0.00

EXHIBIT
D

East Montgomery County MUD 5 General Operating Fund
Profit & Loss Budget Performance
 June 2023 through May 2024

	Jun '23 - May 24	Budget	Jun '23 - May 24	YTD Budget	Annual Budget
Ordinary Income/Expense					
Income					
4000 · Master District Services MUD 6	1,177,345.23	1,329,473.00	1,177,345.23	1,329,473.00	1,329,473.00
4001 · Master District Services MUD 7	916,305.23	1,070,297.00	916,305.23	1,070,297.00	1,070,297.00
Other Revenues					
5380 · Miscellaneous Income	389,833.78	0.00	389,833.78	0.00	0.00
5391 · Interest Income	1,375.12	0.00	1,375.12	0.00	0.00
Total Other Revenues	391,208.90	0.00	391,208.90	0.00	0.00
Total Income	2,484,859.36	2,399,770.00	2,484,859.36	2,399,770.00	2,399,770.00
Expense					
Water Expenses					
6100 · Bulk Water Purchases	0.00	1,000.00	0.00	1,000.00	1,000.00
6124 · Laboratory Expense	2,697.20	16,000.00	2,697.20	16,000.00	16,000.00
6126 · Permit Fees	125.00	150.00	125.00	150.00	150.00
6127 · SJRA Pumpage Fee	728,008.51	750,000.00	728,008.51	750,000.00	750,000.00
6128 · LSWCD Fees	97,635.25	21,505.00	97,635.25	21,505.00	21,505.00
6135 · Repairs & Maintenance	125,239.41	98,000.00	125,239.41	98,000.00	98,000.00
6142 · Chemicals	17,666.92	12,000.00	17,666.92	12,000.00	12,000.00
6170 · Tap Connection Expense	52,150.00	0.00	52,150.00	0.00	0.00
Total Water Expenses	1,023,522.29	898,655.00	1,023,522.29	898,655.00	898,655.00
Sewer Expenses					
6201 · Purchased Sewer Service	0.00	1,000.00	0.00	1,000.00	1,000.00
6224 · Laboratory Expense	23,712.50	30,000.00	23,712.50	30,000.00	30,000.00
6226 · Permit Fees	3,234.54	1,870.00	3,234.54	1,870.00	1,870.00
6235 · Repair and Maintenance	196,663.12	150,000.00	196,663.12	150,000.00	150,000.00
6237 · Sludge Removal	57,093.22	68,000.00	57,093.22	68,000.00	68,000.00
6242 · Chemicals	9,363.44	12,000.00	9,363.44	12,000.00	12,000.00
6252 · Utilities	156,626.40	198,000.00	156,626.40	198,000.00	198,000.00
6258 · Sewer Plant Lease Phase II	111,000.00	111,000.00	111,000.00	111,000.00	111,000.00
6260 · Sewer Plant Lease Phase III	217,500.00	217,500.00	217,500.00	217,500.00	217,500.00
6261 · Sewer Plant Lease Plant 2	147,600.00	0.00	147,600.00	0.00	0.00
6275 · Sewer Inspection Expense	2,555.00	0.00	2,555.00	0.00	0.00
6299 · Garbage Expense	1,818.35	2,400.00	1,818.35	2,400.00	2,400.00
Total Sewer Expenses	927,166.57	791,770.00	927,166.57	791,770.00	791,770.00

East Montgomery County MUD 5 General Operating Fund
Profit & Loss Budget Performance
 June 2023 through May 2024

	Jun '23 - May 24	Budget	Jun '23 - May 24	YTD Budget	Annual Budget
Other Expenses					
6310 · Director Fees	7,514.00	5,250.00	7,514.00	5,250.00	5,250.00
6314 · Payroll Taxes	574.78	500.00	574.78	500.00	500.00
6320 · Legal Fees	20,944.17	35,000.00	20,944.17	35,000.00	35,000.00
6321 · Auditing Fees	22,000.00	16,500.00	22,000.00	16,500.00	16,500.00
6322 · Engineering Fees	186,414.61	50,000.00	186,414.61	50,000.00	50,000.00
6325 · Election Expense	9,371.00	0.00	9,371.00	0.00	0.00
6332 · M&R - Other	71,566.95	75,000.00	71,566.95	75,000.00	75,000.00
6333 · Bookkeeping Fees	9,610.57	12,000.00	9,610.57	12,000.00	12,000.00
6336 · M&R - Drainage Improvement	197,894.18	282,000.00	197,894.18	282,000.00	282,000.00
6337 · M&R - Drainage Repairs	351,813.31	200,000.00	351,813.31	200,000.00	200,000.00
6351 · Telephone	0.00	1,050.00	0.00	1,050.00	1,050.00
6353 · Insurance	30,652.00	22,245.00	30,652.00	22,245.00	22,245.00
6354 · Travel Expense	942.18	1,000.00	942.18	1,000.00	1,000.00
6357 · Website Expense	1,400.00	2,400.00	1,400.00	2,400.00	2,400.00
6359 · Other Expenses	140.92	400.00	140.92	400.00	400.00
6370 · Builder Inspections	6,330.00	0.00	6,330.00	0.00	0.00
6375 · CSI Inspections	5,550.00	0.00	5,550.00	0.00	0.00
6380 · Termination/Reconnection/NSF Ex	538.00	0.00	538.00	0.00	0.00
6395 · Security Service	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00
Total Other Expenses	929,256.67	709,345.00	929,256.67	709,345.00	709,345.00
Total Expense	2,879,945.53	2,399,770.00	2,879,945.53	2,399,770.00	2,399,770.00
Net Ordinary Income	-395,086.17	0.00	-395,086.17	0.00	0.00
Other Income/Expense					
Other Expense					
Capital Outlay					
7300 · Capital Outlay - Facilities					
Total Capital Outlay	21,150.00	0.00	21,150.00	0.00	0.00
Total Other Expense	21,150.00	0.00	21,150.00	0.00	0.00
Net Other Income	-21,150.00	0.00	-21,150.00	0.00	0.00
Net Income	-416,236.17	0.00	-416,236.17	0.00	0.00

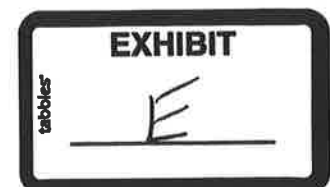
accurate report of collections and disbursements pertaining to the tax fund to the best of our knowledge.



TAX ASSESSOR / COLLECTOR CASH RECEIPTS AND DISBURSEMENTS REPORT

	Current Month (2/1/2024 - 2/29/2024)	Fiscal Year (6/1/2023 - 5/31/2024)	Tax Year (10/1/2023 - 9/30/2024)
Beginning Balance :	3,591.52	91.04	39.57
Plus Collections :			
Taxes Collected:			
Debt Service Taxes	0.00	0.00	0.00
Maintenance Taxes Due General Operating Fund	3.36	4,731.13	4,731.13
Contract Taxes	1.84	2,590.86	2,590.86
Penalties and Interest on Tax Accounts	0.00	0.00	0.00
Delinquent Attorney Fees and Court Costs	0.00	0.00	0.00
Overpayments	0.00	0.00	0.00
Current Year Value Reduction Refund	0.00	0.00	0.00
Prior Year Value Reduction Refund	0.00	0.00	0.00
Litigation Refund	0.00	0.00	0.00
Redeposit of Checks	0.00	0.00	0.00
Interest Earned	7.12	15.57	15.34
Certificate and Notice To Purchaser Income	0.00	110.00	110.00
Outstanding Payments	0.00	0.08	0.00
Deposit from Other District or Rebate from CAD	0.00	2,160.00	2,160.00
General Fund/Escrow/Other Sources	0.00	0.00	0.00
Total Collections Received :	12.32	9,607.64	9,607.33
Less Disbursements :			
Debt Service Transfers	0.00	0.00	0.00
Maintenance Transfers	4.20	4,729.55	4,727.77
Contract Transfers	0.00	0.00	0.00
Delinquent Tax Attorney Fees	0.00	0.00	0.00
Overpayments Refunded	0.00	0.00	0.00
Current Year Value Reductions Refunded	0.00	0.00	0.00
Prior Year Value Reductions Refunded	0.00	0.00	0.00
Litigated Value Reduction Refund	0.00	0.00	0.00
Returned Checks from Bank	0.00	0.00	0.00
Certificate Reimbursement	0.00	0.00	0.00
Refund of Other District's Deposit	0.00	0.00	0.00
CAD Quarterly Payment	0.00	0.00	0.00
CAD Estimate or Certificate Fee	0.00	80.00	80.00
Late Rendition Penalty Reimbursement to CAD	0.00	0.00	0.00
Tax Assessor/Collector	0.00	900.00	900.00
Hourly Fees/Meeting Attendance/SPA Work	0.00	0.00	0.00
Bank Charges / Positive Pay	0.00	23.05	23.05
Transparency Compliance	0.00	300.00	300.00
Bond and Continuing Disclosure Work	0.00	0.00	0.00
Truth in Taxation Publication	0.00	0.00	0.00
Postage / Envelopes	0.00	16.44	16.44
Delivery Reimbursement	0.00	0.00	0.00
Insurance Bond Premiums	0.00	50.00	0.00
Escheated Funds Transferred to State	0.00	0.00	0.00
Statutory Interest	0.00	0.00	0.00
Professional Consultant / Other Fees	0.00	0.00	0.00
Total Disbursements :	4.20	6,099.04	6,047.26
Ending Balance :	3,599.64	3,599.64	3,599.64

Tax Fund balance covered by FDIC.



East Montgomery MUD No. 5 TAX ASSESSOR / COLLECTOR
TAX RATE AND VALUE REPORT AS OF February 29, 2024

<u>Cert Taxable Value</u>	<u>Supplemental Value</u>	<u>Net Taxable Value</u>	<u>Supplemental #</u>	<u>Total Tax Rate</u>
627,330	0	627,330	MCAD 12	1.30000

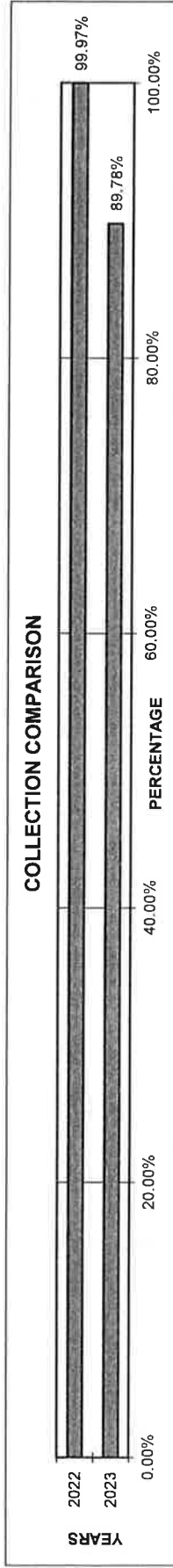
<u>Year</u>	<u>Taxable Value</u>	<u>I & S Rate</u>	<u>I & S Levy</u>	<u>M & O Rate</u>	<u>M & O Levy</u>	<u>Contract Rate</u>	<u>Contract Levy</u>	<u>Total Tax Rate</u>
2023	627,330	0.00000	0.00	0.84000	5,269.57	0.46000	2,885.72	1.30000
2022	634,440	0.00000	0.00	0.89000	5,646.52	0.41000	2,601.20	1.30000

**East Montgomery MUD No. 5 TAX ASSESSOR / COLLECTOR
RECEIVABLES REPORT AS OF February 29, 2024**

Year	Land Value	Improvement Value	Personal Property	Exemption Value	Total Value
	2,206,400	0	0	1,579,070	627,330

Year	Value Levy	Rollback / Uncollectibles	Rendition Penalty/ Late Fees	Total Levy	Taxes Due 10/1	Adjustments	Collections	Balance	% Collected
2023	8,155.29	0.00	0.00	8,155.29	8,155.29	0.00	7,321.99	833.30	89.78%
2022	8,247.72	0.00	0.00	8,247.72	0.00	0.00	0.00	0.00	100.00%

TOTALS 8,155.29 0.00 7,321.99 833.30



Cash Balance : February 29, 2024 \$3,599.64

Collections Received to Date : \$0.00

Check No.	Payee	Amount	Type of Disbursement
TO BE WIRED	East Montgomery Co. MUD 5 - Contract Tax Fund	1,000.00	Contract Transfers
TO BE WIRED	East Montgomery Co. MUD 5 - Operating Fund	3.36	Maintenance Transfers

Total Disbursements : \$1,003.36

Cash Balance: March 25, 2024 \$2,596.28

Tax Fund balance covered by FDIC.

TAXROLL

EAST MONTGOMERY CO. MUD NO. 5

ACCOUNT IDENTIFICATION	OWNERSHIP	LEGAL DESCRIPTION	EXEMPTIONS / ADDN CODING	PTD	TYPE	VALUATION					
ID:R000242093 GEO:E202110000100 MIN:02110000100	DRP TX 3 LLC 590 MADISON AVE STE 1300 NEW YORK, NY 10022-2648	ABST: A0211, A0211 - FREDERICKS A P, TRACT 1, ACRES: 394.72			SPEC MKT TOTAL MKT PROD LOSS ASSESSED	1,639,850 1,639,850 1,579,070 60,780					
YEAR TAXING ENTITIES 2023 142 EAST MONTGOMERY CO. MUD NO. 5	DLQ DATE 02/01/2024	EXEMPTIONS	TAXABLE 60,780	RATE PER \$100 1.3000000	TAX 790.14	P & I 71.11	BALANCE 790.14	PAID 0.00	ATTY FEE 0.00	OTHER FEES 0.00	TOTAL DUE 861.25

ID:R000242104 GEO:E202110000120 MIN:02110000120	LENNAR HOMES OF TEXAS LAND & CONSTRUCTION LTD 550 GREENS PKWY STE 210 HOUSTON, TX 77067-4538	ABST: A0211, A0211 - FREDERICKS A P, TRACT 1-B, ACRES: 6.6419			LND NON HS TOTAL MKT ASSESSED	3,320 3,320 3,320					
YEAR TAXING ENTITIES 2023 142 EAST MONTGOMERY CO. MUD NO. 5	DLQ DATE 02/01/2024	EXEMPTIONS	TAXABLE 3,320	RATE PER \$100 1.3000000	TAX 43.16	P & I 3.88	BALANCE 43.16	PAID 0.00	ATTY FEE 0.00	OTHER FEES 0.00	TOTAL DUE 47.04

YEAR TAXING ENTITIES 2023 142 EAST MONTGOMERY CO. MUD NO. 5	DLQ DATE 02/01/2024	EXEMPTIONS	TAXABLE 43.16	RATE PER \$100 1.3000000	TAX 43.16	P & I 3.88	BALANCE 43.16	PAID 0.00	ATTY FEE 0.00	OTHER FEES 0.00	TOTAL DUE 47.04

TAXROLL SUMMARY

EAST MONTGOMERY CO. MUD NO. 5

YEAR	TAXING ENTITY	#PROPS	TAXABLE	TAX	PAID	BALANCE	P & I	ATTY FEE	OTHER FEES	TOTAL DUE
2023	142 EAST MONTGOMERY CO. MUD NO. 5	2	64,100	833.30	0.00	833.30	74.99	0.00	0.00	908.29
		2	64,100	833.30	0.00	833.30	74.99	0.00	0.00	908.29

CERTIFICATE FOR RESOLUTION CONCERNING TAX EXEMPTIONS FOR 2024

THE STATE OF TEXAS §
COUNTY OF MONTGOMERY §
EAST MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 5 §

We, the undersigned officers of the Board of Directors (the "Board") of East Montgomery County Municipal Utility District No. 5 (the "District"), hereby certify as follows:

1. The Board convened in regular session, open to the public, on the 25th day of March, 2024, at a designated meeting location outside the boundaries of the District and the roll was called of the members of the Board, to-wit:

- John Patterson - President
- L.J. (Larry) Kijewski - Vice President
- B. Layne Mashburn - Secretary
- Charles Prause - Assistant Secretary
- Nancy Walker - Assistant Secretary

All members of the Board were present, except the following: Director Kijewski thus constituting a quorum. Whereupon, among other business, the following was transacted at such meeting:

RESOLUTION CONCERNING TAX EXEMPTIONS FOR 2024

was duly introduced for the consideration of the Board. It was then duly moved and seconded that such Resolution be adopted; and, after due discussion, such motion, carrying with it the adoption of said Resolution, prevailed and carried by the following vote:

AYES: All

NOES: None

2. A true, full, and correct copy of the aforesaid Resolution adopted at the meeting described in the above and foregoing paragraph is attached to and follows this Certificate; such Resolution has been duly recorded in said Board's minutes of such meeting; the above and foregoing paragraph is a true, full, and correct excerpt from the Board's minutes of such meeting pertaining to the adoption of such Resolution; the persons named in the above and foregoing paragraph are the duly chosen, qualified, and acting officers and members of the Board as indicated therein; each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance of the time, place, and purpose of such meeting and that such Resolution would be introduced and considered for adoption at such meeting and each of such officers and members consented, in advance, to the holding of such meeting for such purpose; such meeting was open to the public, as required by law, and public notice of the time, place and purpose of such meeting was given as required by V.T.C.A., Government Code, Chapter 551, as amended.

SIGNED AND SEALED the 25th day of March, 2024.

Blm
Secretary, Board of Directors

J. Patterson
President, Board of Directors

(SEAL)



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RESOLUTION CONCERNING TAX EXEMPTIONS FOR 2024

THE STATE OF TEXAS §

COUNTY OF MONTGOMERY §

EAST MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 5 §

WHEREAS, the laws of the State of Texas provide, under certain circumstances, for the exemption of a portion of the value of residence homesteads from ad valorem taxation; and

WHEREAS, the Board of Directors of East Montgomery County Municipal Utility District No. 5 (the "District"), has determined not to adopt any tax exemptions for 2024; Now, therefore:

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF EAST MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 5 THAT:

Section 1: The Board of Directors of the District has considered the matter and has determined not to adopt an exemption from ad valorem tax of the appraised value of residence homesteads of individuals who are disabled or are sixty-five years of age or older, as authorized by Section 11.13 of the Property Tax Code, as amended.

Section 2: The Board of Directors has considered the matter and has determined (i) not to adopt a general residential homestead exemption as authorized by Article 8, Section 1-b(e), Texas Constitution, and Section 11.13(n) of the Texas Property Tax Code and (ii) not to adopt a tax exemption for charitable organizations.

Section 3: This Resolution constitutes official action by the Board of Directors of the District concerning the foregoing tax exemptions.

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PASSED, ADOPTED AND ORDERED this 25th day of March, 2024.

ATTEST:



Secretary, Board of Directors



President, Board of Directors

(DISTRICT SEAL)



CERTIFICATE FOR RESOLUTION IMPLEMENTING
20% PENALTY ON 2023 DELINQUENT TAXES

THE STATE OF TEXAS §
COUNTY OF MONTGOMERY §
EAST MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 5 §

We, the undersigned officers of the Board of Directors (the "Board") of East Montgomery County Municipal Utility District No. 5 (the "District"), hereby certify as follows:

1. The Board convened in regular session, open to the public, on the 25th day of March, 2024, at a designated meeting location outside the boundaries of the District and the roll was called of the members of the Board, to-wit:

John Patterson	-	President
L.J. (Larry) Kijewski	-	Vice President
B. Layne Mashburn	-	Secretary
Charles L. Prause	-	Assistant Secretary
Nancy Walker	-	Assistant Secretary

All members of the Board were present, except the following: Director Kijewski thus constituting a quorum. Whereupon, among other business, the following was transacted at such meeting:

RESOLUTION IMPLEMENTING
20% PENALTY ON 2023 DELINQUENT TAXES

was duly introduced for the consideration of the Board. It was then duly moved and seconded that such Resolution be adopted; and, after due discussion, such motion, carrying with it the adoption of said Resolution, prevailed and carried by the following vote:

AYES: All

NOES: None

2. A true, full, and correct copy of the aforesaid Resolution adopted at the meeting described in the above and foregoing paragraph is attached to and follows this Certificate; such Resolution has been duly recorded in said Board's minutes of such meeting; the above and foregoing paragraph is a true, full, and correct excerpt from the Board's minutes of such meeting pertaining to the adoption of such Resolution; the persons named in the above and foregoing paragraph are the duly chosen, qualified, and acting officers and members of the Board as indicated therein; each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance of the time, place, and purpose of such meeting and that such Resolution would be introduced and considered for adoption at such meeting and each of such officers and members consented, in advance, to the holding of such meeting for such purpose; such meeting was open to the public, as required by law, and public notice of the time, place and purpose of such meeting was given as required by V.T.C.A., Government Code, Chapter 551, as amended.

SIGNED AND SEALED the 25th day of March, 2024.


Secretary, Board of Directors

(SEAL)




President, Board of Directors

006093.000001\4879-1668-9832.v1



RESOLUTION IMPLEMENTING
20% PENALTY ON 2023 DELINQUENT TAXES

THE STATE OF TEXAS §

COUNTY OF MONTGOMERY §

EAST MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 5 §

WHEREAS, authority has been granted to taxing units of the State of Texas to seek collection of delinquent real property taxes and to defray costs of such collection by imposition of a penalty under Section 33.07, Texas Property Tax Code; and

WHEREAS, East Montgomery County Municipal Utility District No. 5 (the "District") has contracted with an attorney under Section 6.30, Texas Property Tax Code, under which contract delinquent real property taxes are subject to collection by said attorney; and

WHEREAS, authority has been granted to taxing units of the State of Texas to seek collection of delinquent personal property taxes prior to July 1 of the year in which the tax becomes delinquent, and to defray costs of such collection by imposition of a penalty under Section 33.11, Texas Property Tax Code; and

WHEREAS, the District has contracted with an attorney under Section 6.30, Texas Property Tax Code, under which contract personal property taxes become subject to collection by said attorney before July 1 of the year in which the taxes become delinquent; and

WHEREAS, the District seeks to implement the provisions of Section 33.11, Texas Property Tax Code, and provide for a penalty under the terms specified in said statute as an alternative to the authority given by Section 33.07, Texas Property Tax Code, with regard to personal property taxes; Now, therefore;

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF EAST MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 5 THAT:

Section 1: On July 1, 2024, all real property tax accounts which are delinquent for the tax year 2023 will incur additional penalties in the amount of twenty percent (20%) of the sum of the tax, penalty, and interest then due, and to be due, in order to help defray the cost of collection of the same.

Section 2: The provisions of Section 33.11, Texas Property Tax Code, are hereby adopted and the additional penalty provided therein is adopted as an alternative, with regard to personal property taxes, to the provisions of Section 33.07, Texas Property Tax Code.

Section 3: The Tax Assessor/Collector shall deliver a notice of delinquency and of the additional penalty to the property owner of each tax account, at least thirty (30) and not more than sixty (60) days before July 1, 2024 for real property tax accounts and at least thirty (30) and not more than sixty (60) days before the date the additional penalty is incurred for personal property tax accounts.

Section 4: The Board of Directors (the "Board") hereby retains and contracts with Coats Rose, P.C., to collect delinquent taxes pursuant to Section 6.30(c) of the Property Tax Code, and that it is the intention of this Board to comply in all respects with Sections 33.07 and 33.11 of such Property Tax Code.

PASSED, ADOPTED AND ORDERED this 25th day of March, 2024.

ATTEST:

Secretary, Board of Directors


President, Board of Directors

(DISTRICT SEAL)



Service Center
 27335 West Hardy Rd.
 Suite 101
 Spring, Texas 77373



Corporate (281) 353-9809
 Customer Service (281) 353-9756
 Fax (281) 353-6105

Trusted Utility Partners

DATE
 3/27/2024

**MONTHLY OPERATIONS REPORT
 EAST MONTGOMERY COUNTY MUD #5**

METER COUNT				EMC MUD #5		EMC MUD #6			EMC MUD #7		
	#5	#6	#7	BILLED CONSUMPTION		BILLED CONSUMPTION			BILLED CONSUMPTION		
				1/27/24	to 2/26/24	1/27/24	to 2/25/24	1/27/24	to 2/26/24		
Occupied	40	1301	1,304	Residential	327,000	Residential	5,895,000	Residential		5,117,000	
Vacant	2	3	21	Irrigation	3,000	Irrigation	5,000	Irrigation		5,000	
Builder	118	5	19	Builder	202,000	Builder	21,000	Builder		56,000	
Irrigation	6	16	8	Commercial	0	Commercial	63,000	Commercial		1,000	
Commercial	0	4	0	Club/Pool	0	Club/Pool	0	Club/Pool		0	
Club/Pool	0	0	1								
Total	166	1329	1353	Total	532,000	Total	5,984,000	Total		5,179,000	
Total Combined Meter: 2,848				MUD #5, MUD # 6 and MUD #7 Total Billed Cons:							11,695,000

Leaks and Flushing: 302,000

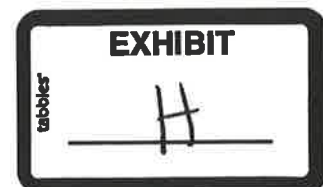
Total Usage: 11,997,000

MUD #5 Plant Pumpage: 12,126,000

Billed Percentage of Pumped Water: 98.94%

Arrears for the Month of	FEBRUARY	MUD #5	Month of	MARCH
Cut-Off Notices Mailed	02/01/24		Meter Read Date	02/26/24
Number of Notices Mailed	77		Billing Date	03/04/24
Cut-Off Date	02/26/24		Mailing Date	03/05/24
Number of Actual Cut-Offs	0		Due Date	03/27/24
Arrears for the Month of	FEBRUARY	MUD #6	Month of	MARCH
Cut-Off Notices Mailed	02/05/24		Meter Read Date	02/25/24
Number of Notices Mailed	179		Billing Date	03/04/24
Cut-Off Date	02/26/24		Mailing Date	03/05/24
Number of Actual Cut-Offs	22		Due Date	03/27/24
Arrears for the Month of	FEBRUARY	MUD #7	Month of	MARCH
Cut-Off Notices Mailed	02/05/24		Meter Read Date	02/26/24
Number of Notices Mailed	229		Billing Date	03/04/24
Cut-Off Date	02/26/24		Mailing Date	03/05/24
Number of Actual Cut-Offs	27		Due Date	03/27/24

Utility District Operation and Management
 P. O. Box 1209 • Spring, Texas 77383



EAST MONTGOMERY COUNTY MUD #5

MONTHLY OPERATIONS SUMMARY

WATER SYSTEM

February-24

DATE
03/27/24

Lone Star Groundwater Conservation District Permit:	1/1/2024	To	12/31/24
Total Water Pumped for Calendar Month of: February-24	12,729,000	Gallons	
Permitted Withdrawal	553,000,000	Gallons	
Pumpage Against Permit	26,097,000	Gallons	
Percentage of Permit Expired	16.66%		
Percentage of Permit Pumped	4.72%		

Distribution System Chlorine Residual Reporting:	Average	2.02	mg/l.
EMCMUD 5:	Maximum	2.50	mg/l.
	Minimum	1.15	mg/l.
Distribution System Chlorine Residual Reporting:	Average	1.79	mg/l.
EMCMUD 6:	Maximum	2.06	mg/l.
	Minimum	1.12	mg/l.
Distribution System Chlorine Residual Reporting:	Average	1.84	mg/l.
EMCMUD 7:	Maximum	1.99	mg/l.
	Minimum	1.50	mg/l.

TEXAS DEPARTMENT OF HEALTH I. D. NO. 1700829 M.U.D. #5

Bacteriological Analysis : **5** Samples Taken On : **2/26/2024**

TEXAS DEPARTMENT OF HEALTH I. D. NO. 1700753 M.U.D. #6

Bacteriological Analysis : **6** Samples Taken On : **2/26/2024**

TEXAS DEPARTMENT OF HEALTH I. D. NO. 1700881 M.U.D. #7

Bacteriological Analysis : **6** Samples Taken On : **2/26/2024**

All samples were returned negative from the state approved testing laboratory? YES

EAST MONTGOMERY COUNTY MUD #5, #6 & #7

MONTHLY OPERATIONS SUMMARY BILLING & COLLECTION REPORT

DATE
03/27/24

MUD #5
February-24

Balance Forward \$ 24,547.84 \$ 139,361.81 \$ 148,821.13
As of 1/31/24

Collection Period:	MUD #5				MUD #6				MUD #7	
	1/31/24	TO	3/4/24	2/2/24	TO	3/4/24	2/2/24	TO	3/4/24	
Penalty	\$	-			\$	1,281.79		\$	1,259.74	
Inspections	\$	13,503.38			\$	-		\$	-	
Water	\$	982.00			\$	19,030.73		\$	19,093.18	
Sewer	\$	3,163.61			\$	56,981.42		\$	63,193.42	
TCEQ	\$	-			\$	-		\$	-	
LSGCD	\$	0.37			\$	609.72		\$	517.55	
SJRA Fee	\$	13.16			\$	21,506.25		\$	18,383.40	
Tap Fees	\$	47,250.00			\$	-		\$	-	
Law Enforcement	\$	-			\$	16,128.76		\$	18,338.87	
Road Maintenance	\$	-			\$	-		\$	1,704.27	
Deposit	\$	3,225.00			\$	2,150.00		\$	5,075.00	
Grease	\$	-			\$	75.00		\$	-	
Misc	\$	-			\$	20.55		\$	281.34	
Acct/App/Transfer	\$	1,435.00			\$	140.00		\$	1,320.00	
Undistributed O/P	\$	10.00			\$	3,231.65		\$	1,166.34	
TOTAL	\$	69,582.52			\$	121,155.87		\$	130,333.11	

Current Adjustments:
TOTAL \$ 67,054.06 \$ 5,619.12 \$ 12,518.56

Current Billing:	1/27/24	TO	2/26/24	1/27/24	TO	2/25/24	1/27/24	TO	2/26/24
Penalty	\$	-		\$	-		\$	-	
Water	\$	2,655.10		\$	19,139.70		\$	18,130.25	
Sewer	\$	3,979.11		\$	60,775.64		\$	61,135.90	
TCEQ	\$	-		\$	-		\$	-	
LSGCD	\$	49.65		\$	558.84		\$	483.71	
SJRA Fee	\$	1,750.28		\$	19,687.36		\$	17,038.91	
Law Enforcement	\$	221.00		\$	17,119.00		\$	17,523.00	
Road Maintenance	\$	-		\$	-		\$	1,620.00	
Deposit	\$	-		\$	-		\$	-	
Grease	\$	-		\$	75.00		\$	-	
Misc	\$	-		\$	-		\$	-	
TOTAL	\$	8,655.14		\$	117,355.54		\$	115,931.77	
Total Receivable:	\$	30,674.52		\$	141,180.60		\$	146,938.35	

MUD 5

Billing Report Through: 3/4/2024 Consumption: 532,000
Deposits on file for the district: \$3,225.00
Credit Cards: 0 Law Enforcement: 0
Bank Drafts: 0 Paperless: 3
E payments: 0

MUD 6

Billing Report Through: 3/4/2024 Consumption: 5,984,000
Deposits on file for the district: \$116,725.00
Credit Cards: 288 Law Enforcement: 1308
Bank Drafts: 248 Paperless: 509
E payments: 247

MUD 7

Billing Report Through: 3/4/2024 Consumption: 5,179,000
Deposits on file for the district: \$114,075.00
Credit Cards: 420 Law Enforcement: 1326
Bank Drafts: 306
E payments: 245

EAST MONTGOMERY COUNTY MUD #5

**MONTHLY OPERATIONS SUMMARY
WASTEWATER TREATMENT PLANT**

February-24

TPDES Permit # WQ0015065001
EPA I.D. NO. TX0133906

Expires: November 1, 2027

Effluent Quality Data Reported for: February-24

	<u>Previous Month</u>	<u>Reported</u>	<u>Permitted</u>	<u>Excursion</u>
DO Minimum	8.79 mpn	7.75 mpn	6.00 mg/l	NO
pH Minimum	6.05 mpn	7.00 mpn	6.00 s.u.	NO
pH Maximum	7.17 mpn	7.44 mpn	9.00 s.u.	NO
TSS Average	1.00 mg/l	1.00 mg/l	15.00 mg/l	NO
TSS Maximum	1.00 mg/l	1.00 mg/l	40.00 mg/l	NO
TSS lbs/day	2.65 mg/l	2.55 mg/l	75.00 lbs/day	NO
NH3-N Average	0.05 mg/l	0.05 mg/l	3.00 mg/l	NO
NH3-N Maximum	0.05 mg/l	0.05 mg/l	10.00 mg/l	NO
NH3-N lbs/day	0.13 mg/l	0.13 mg/l	15.00 mg/l	NO
CL2 Res Min	1.61 mg/l	1.39 mg/l	1.00 mg/l	NO
CL2 Res Max	3.88 mg/l	3.98 mg/l	4.00 mg/l	NO
E Coli Daily Average	1.00 mg/l	1.00 mg/l	63 mpn	NO
E Coli Daily Max	1.00 mg/l	1.00 mg/l	200 mpn	NO
BOD 5 Average	2.03 mg/l	2.03 mg/l	15.00 mg/l	NO
BOD 5 Maximum	2.03 mg/l	2.03 mg/l	25.00 mg/l	NO
BOD 5 lbs/day	5.38 mg/l	5.17 mg/l	25.00 mg/l	NO
Flow Average	0.392 mg/l	0.335 mg/l	0.450 mg/l	NO
Total Treated	9,715,000	gallons		
Effluent Quality Compliant with Discharge Permit ?			YES	



East Montgomery County Municipal Utility District #5

Board of Directors Meeting

March 25, 2024

Wastewater Treatment

12/6/23 – Sewer Plant #1 – Furnished operator to assist subcontractor to remove and dispose of (126,000) gallons of digested sludge.

12/28/23 – Sewer Plant #1 – Furnished operator to assist subcontractor with bottom cleaning of aeration #3 on the East plant. Removed and disposed of (48 yards) of debris.

12/31/23 – Sewer Plant #1 – Furnished subcontractor with bottom cleaning aeration #8 and clean out bar screen.

1/29/24 – Sewer Plant #1 – Furnished operator to assist subcontractor to perform sewer transfer from tavola west manhole on Via Tuscolana at WWTP #2 and discharge at WWTP #1.

2/27/24 – Sewer Plant #1 – Removed and disposed of (147,000) gallons of digested sludge from West Plant digester #7 and #8.

Sanitary Sewer System

Normal Operations

Water Plant No. 1 & No. 2

1/16/24 – Water Plant #2 – After hours – Furnished operator to meet subcontractor and Entergy at the water plant. Troubleshoot transformer, found bad fuse, replaced, and checked voltage at main breaker. Voltage good. Turned everything off and turned the main breaker on. Transferred to normal power and checked voltage. Voltage good. Turned on booster pump and well in auto. Monitored plant and notified operator all good.

Lift Stations

1/8/24 – Lift Station – Furnished operator to assist subcontractor with top clean of lift station wet well. Removed and disposed of (6 yards) of floating debris and grease.

Water Distribution System

2/2024 - Installed (80) residential water taps, and (76) sewer inspections.

Service Center
 27335 West Hardy Rd.
 Suite 101
 Spring, Texas 77373



Corporate (281) 353-9809
 Customer Service (281) 353-9756
 Fax (281) 353-6105

Trusted Utility Partners

DATE
 2/28/2024

**MONTHLY OPERATIONS REPORT
 EAST MONTGOMERY COUNTY MUD #5**

METER COUNT				EMC MUD #5			EMC MUD #6			EMC MUD #7		
	#5	#6	#7	BILLED CONSUMPTION			BILLED CONSUMPTION			BILLED CONSUMPTION		
				12/26/23	to	1/27/24	12/26/23	to	1/27/24	12/26/23	to	1/27/24
Occupied	0	1302	1,285	Residential		9,000	Residential		6,708,000	Residential		5,314,000
Vacant	2	2	21	Irrigation		0	Irrigation		1,000	Irrigation		1,000
Builder	107	5	38	Builder		37,000	Builder		21,000	Builder		85,000
Irrigation	6	16	8	Commercial		0	Commercial		80,000	Commercial		2,000
Commercial	0	4	0	Club/Pool		0	Club/Pool		0	Club/Pool		0
Club/Pool	0	0	1									
Total	115	1329	1353	Total		46,000	Total		6,810,000	Total		5,402,000
Total Combined Meter: 2,797				MUD #5, MUD # 6 and MUD #7 Total Billed Cons:								12,258,000

Leaks and Flushing: 793,000

Total Usage: 13,051,000

MUD #5 Plant Pumpage: 13,178,000

Billed Percentage of Pumped Water: 99.04%

Arrears for the Month of	JANUARY	MUD #5	Month of	FEBRUARY
Cut-Off Notices Mailed	01/08/24		Meter Read Date	01/27/24
Number of Notices Mailed	0		Billing Date	01/31/24
Cut-Off Date	01/30/24		Mailing Date	02/01/24
Number of Actual Cut-Offs	0		Due Date	02/27/24
Arrears for the Month of	JANUARY	MUD #6	Month of	FEBRUARY
Cut-Off Notices Mailed	01/09/24		Meter Read Date	01/27/24
Number of Notices Mailed	385		Billing Date	02/02/24
Cut-Off Date	01/30/24		Mailing Date	02/05/24
Number of Actual Cut-Offs	0		Due Date	02/27/24
Arrears for the Month of	JANUARY	MUD #7	Month of	FEBRUARY
Cut-Off Notices Mailed	01/09/24		Meter Read Date	01/27/24
Number of Notices Mailed	372		Billing Date	02/02/24
Cut-Off Date	01/30/24		Mailing Date	02/05/24
Number of Actual Cut-Offs	0		Due Date	02/27/24

EAST MONTGOMERY COUNTY MUD #5, #6 & #7

MONTHLY OPERATIONS SUMMARY BILLING & COLLECTION REPORT

DATE
02/28/24

MUD #5
January-24

Balance Forward \$ 15,200.96 \$ 156,282.45 \$ 160,249.77
As of 1/5/24

Collection Period:	MUD #5			MUD #6			MUD #7		
	1/5/24	TO	1/31/24	1/8/24	TO	2/2/24	1/8/24	TO	2/2/24
Penalty	\$	-		\$	222.39		\$	307.15	
Inspections	\$	18,630.00		\$	-		\$	-	
Water	\$	-		\$	23,280.80		\$	20,284.48	
Sewer	\$	-		\$	66,119.11		\$	63,770.88	
TCEQ	\$	-		\$	-		\$	-	
LSGCD	\$	-		\$	755.78		\$	595.31	
SJRA Fee	\$	-		\$	26,718.03		\$	21,010.00	
Tap Fees	\$	65,205.00		\$	-		\$	-	
Law Enforcement	\$	-		\$	18,504.30		\$	18,339.07	
Road Maintenance	\$	-		\$	-		\$	1,905.00	
Deposit	\$	-		\$	925.00		\$	2,725.00	
Grease	\$	-		\$	75.00		\$	-	
Misc	\$	-		\$	20.00		\$	55.00	
Acct/App/Transfer	\$	-		\$	235.00		\$	560.00	
Undistributed O/P	\$	-		\$	258.07		\$	1,513.58	
TOTAL	\$	83,835.00		\$	137,113.48		\$	131,065.47	

Current Adjustments:
TOTAL \$ 87,540.00 \$ (2,076.19) \$ 2,947.55

Current Billing:	MUD #5			MUD #6			MUD #7		
	12/26/23	TO	1/27/24	12/26/23	TO	1/27/24	12/26/23	TO	1/27/24
Penalty	\$	-		\$	-		\$	-	
Water	\$	1,294.00		\$	20,471.65		\$	18,444.00	
Sewer	\$	4,192.26		\$	61,163.41		\$	60,916.24	
TCEQ	\$	-		\$	-		\$	-	
LSGCD	\$	4.31		\$	636.07		\$	504.46	
SJRA Fee	\$	151.31		\$	22,404.90		\$	17,772.58	
Law Enforcement	\$	-		\$	17,518.00		\$	17,432.00	
Road Maintenance	\$	-		\$	-		\$	1,620.00	
Deposit	\$	-		\$	-		\$	-	
Grease	\$	-		\$	75.00		\$	-	
Misc	\$	-		\$	-		\$	-	
TOTAL	\$	5,641.88		\$	122,269.03		\$	116,689.28	

Total Receivable: **\$ 24,547.84** **\$ 139,361.81** **\$ 148,821.13**

MUD 5

Billing Report Through: 1/31/2024 Consumption: 46,000
Deposits on file for the district: \$0.00
Credit Cards: 0 Law Enforcement: 0
Bank Drafts: 0 Paperless: 0
E payments: 0

MUD 6

Billing Report Through: 2/2/2024 Consumption: 6,810,000
Deposits on file for the district: \$116,325.00
Credit Cards: 125 Law Enforcement: 1306
Bank Drafts: 248 Paperless: 481
E payments: 123

MUD 7

Billing Report Through: 2/2/2024 Consumption: 5,402,000
Deposits on file for the district: \$110,700.00
Credit Cards: 166 Law Enforcement: 1301
Bank Drafts: 306
E payments: 140

EAST MONTGOMERY COUNTY MUD #5

**MONTHLY OPERATIONS SUMMARY
WASTEWATER TREATMENT PLANT**

January-24

TPDES Permit # WQ0015065001
EPA I.D. NO. TX0133906

Expires: November 1, 2027

Effluent Quality Data Reported for: January-24

	<u>Previous Month</u>	<u>Reported</u>	<u>Permitted</u>	<u>Excursion</u>
DO Minimum	8.06 mpn	8.79 mpn	6.00 mg/l	NO
pH Minimum	6.11 mpn	6.05 mpn	6.00 s.u.	NO
pH Maximum	6.24 mpn	7.17 mpn	9.00 s.u.	NO
TSS Average	1.49 mg/l	1.00 mg/l	15.00 mg/l	NO
TSS Maximum	2.95 mg/l	1.00 mg/l	40.00 mg/l	NO
TSS lbs/day	2.25 mg/l	2.65 mg/l	75.00 lbs/day	NO
NH3-N Average	1.73 mg/l	0.05 mg/l	3.00 mg/l	NO
NH3-N Maximum	6.77 mg/l	0.05 mg/l	10.00 mg/l	NO
NH3-N lbs/day	0.17 mg/l	0.13 mg/l	15.00 mg/l	NO
CL2 Res Min	1.88 mg/l	1.61 mg/l	1.00 mg/l	NO
CL2 Res Max	2.92 mg/l	3.88 mg/l	4.00 mg/l	NO
E Coli Daily Average	1.00 mg/l	1.00 mg/l	63 mpn	NO
E Coli Daily Max	1.00 mg/l	1.00 mg/l	200 mpn	NO
BOD 5 Average	2.03 mg/l	2.03 mg/l	15.00 mg/l	NO
BOD 5 Maximum	2.03 mg/l	2.03 mg/l	25.00 mg/l	NO
BOD 5 lbs/day	4.53 mg/l	5.38 mg/l	25.00 mg/l	NO
Flow Average	0.365 mg/l	0.392 mg/l	0.300 mg/l	NO
Total Treated	12,152,000	gallons		
Effluent Quality Compliant with Discharge Permit ?			YES	



East Montgomery County Municipal Utility District #5

Board of Directors Meeting

February 28, 2024

Wastewater Treatment

11/30/23 – Sewer Plant #1 – Furnished operator to assist subcontractor to remove and dispose of (70,000) gallons of digested sludge.

12/29/23 – Sewer Plant #1 – Furnished operator to assist subcontractor with jetting transfer lines for aeration chambers #3 and #8 and washed down area.

1/2/24 – Sewer Plant #1 – Furnished subcontractor with cleaning aeration #8 to investigate transfer line, found valve not opening completely allowing debris to clog line. Contacted subcontractor for repair.

1/4/24 – Sewer Plant #1 – Furnished operator to assist subcontractor to remove and dispose of (203,000) gallons of digested sludge.

Sanitary Sewer System

12/24/23 – Furnished labor to investigate manholes due to WWTP #2 not online. Found sanitary sewer system charged, furnished subcontractor to vacuum and clean sanitary sewer collection system.

Water Plant No. 1 & No. 2

1/9/24 – Water Plant #1 & Water Plant #2 – LSGCD operating permit fees annual payment for January 1, 2023 – December 1, 2023. LSGCD operating permit increased allocation and operating permit fees for January 1 – December 31, 2024, annual payment including permit adjustments.

Lift Stations

Normal Operations

Water Distribution System

12/14/23 – Balzola Ln – Furnished labor, equipment, and materials to excavate and repair (8”) water main.

1/25/24 – Installed (85) residential water taps, and (95) sewer inspections.

Service Center
 27335 West Hardy Rd.
 Suite 101
 Spring, Texas 77373



Corporate (281) 353-9809
 Customer Service (281) 353-9756
 Fax (281) 353-6105

Trusted Utility Partners

DATE
 1/24/2024

**MONTHLY OPERATIONS REPORT
 EAST MONTGOMERY COUNTY MUD #5**

METER COUNT				EMC MUD #5			EMC MUD #6			EMC MUD #7		
	#5	#6	#7	BILLED CONSUMPTION			BILLED CONSUMPTION			BILLED CONSUMPTION		
				11/26/23	to	12/26/23	11/26/23	to	12/26/23	11/26/23	to	12/26/23
Occupied	1	1301	1,280	Residential		0	Residential		7,008,000	Residential		5,600,000
Vacant	2	3	4	Irrigation		0	Irrigation		538,000	Irrigation		2,000
Builder	87	5	44	Builder		5,000	Builder		32,000	Builder		222,000
Irrigation	6	16	8	Commercial		0	Commercial		90,000	Commercial		0
Commercial	0	4	0	Club/Pool		0	Club/Pool		0	Club/Pool		0
Club/Pool	0	0	1									
Total	96	1329	1337	Total		5,000	Total		7,668,000	Total		5,824,000
Total Combined Meter: 2,762				MUD #5, MUD # 6 and MUD #7 Total Billed Cons:								13,497,000

Leaks and Flushing: 102,000

Total Usage: 13,599,000

MUD #5 Plant Pumpage: 13,628,000

Billed Percentage of Pumped Water: 99.79%

Arrears for the Month of	DECEMBER	MUD #5	Month of	JANUARY
Cut-Off Notices Mailed	12/01/23		Meter Read Date	12/26/23
Number of Notices Mailed	43		Billing Date	01/05/24
Cut-Off Date	12/28/23		Mailing Date	01/08/24
Number of Actual Cut-Offs	0		Due Date	01/29/24
Arrears for the Month of	DECEMBER	MUD #6	Month of	JANUARY
Cut-Off Notices Mailed	12/04/23		Meter Read Date	12/26/23
Number of Notices Mailed	131		Billing Date	01/08/24
Cut-Off Date	12/28/23		Mailing Date	01/09/24
Number of Actual Cut-Offs	0		Due Date	01/29/24
Arrears for the Month of	DECEMBER	MUD #7	Month of	JANUARY
Cut-Off Notices Mailed	12/05/23		Meter Read Date	12/26/23
Number of Notices Mailed	126		Billing Date	01/08/24
Cut-Off Date	12/28/23		Mailing Date	01/09/24
Number of Actual Cut-Offs	0		Due Date	01/29/24

EAST MONTGOMERY COUNTY MUD #5, #6 & #7

MONTHLY OPERATIONS SUMMARY BILLING & COLLECTION REPORT

DATE
01/24/24

MUD #5
December-23

Balance Forward As of 12/4/23	\$ 9,306.06	\$ 153,840.27	\$ 159,322.60
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Collection Period:	MUD #5			MUD #6			MUD #7		
	12/4/23	TO	1/5/24	12/4/23	TO	1/8/24	12/4/23	TO	1/8/24
Penalty	\$	184.87		\$	1,524.59		\$	1,465.13	
Inspections	\$	13,980.00		\$	-		\$	-	
Water	\$	1,287.00		\$	18,408.03		\$	21,239.52	
Sewer	\$	3,996.33		\$	49,118.82		\$	51,317.86	
TCEQ	\$	0.93		\$	-		\$	-	
LSGCD	\$	34.11		\$	619.12		\$	638.35	
SJRA Fee	\$	32.89		\$	21,790.22		\$	22,460.51	
Tap Fees	\$	49,140.00		\$	-		\$	-	
Law Enforcement	\$	-		\$	13,875.71		\$	14,848.21	
Road Maintenance	\$	-		\$	-		\$	1,229.96	
Deposit	\$	-		\$	2,270.00		\$	5,300.00	
Grease	\$	-		\$	75.00		\$	-	
Misc	\$	9,760.00		\$	75.00		\$	119.71	
Acct/App/Transfer	\$	75.00		\$	75.00		\$	1,200.00	
Undistributed O/P	\$	2,643.54		\$	16,609.36		\$	4,628.57	
TOTAL	\$	81,134.67		\$	124,440.85		\$	124,447.82	

Current Adjustments:			
TOTAL	\$ 82,560.00	\$ 785.00	\$ 3,261.04

Current Billing:	MUD #5			MUD #6			MUD #7		
	11/26/23	TO	12/26/23	11/26/23	TO	12/26/23	11/26/23	TO	12/26/23
Penalty	\$	-		\$	-		\$	-	
Water	\$	1,044.00		\$	21,646.95		\$	20,000.55	
Sewer	\$	3,408.66		\$	61,527.17		\$	62,915.46	
TCEQ	\$	-		\$	-		\$	-	
LSGCD	\$	0.46		\$	712.92		\$	540.97	
SJRA Fee	\$	16.45		\$	25,105.99		\$	19,058.97	
Law Enforcement	\$	-		\$	17,030.00		\$	17,978.00	
Road Maintenance	\$	-		\$	-		\$	1,620.00	
Deposit	\$	-		\$	-		\$	-	
Grease	\$	-		\$	75.00		\$	-	
Misc	\$	-		\$	-		\$	-	
TOTAL	\$	4,469.57		\$	126,098.03		\$	122,113.95	

Total Receivable:	\$ 15,200.96	\$ 156,282.45	\$ 160,249.77
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MUD 5

Billing Report Through:	1/5/2024	Consumption:	5,000
Deposits on file for the district:	\$0.00		
Credit Cards:	0	Law Enforcement:	0
Bank Drafts:	0	Paperless:	0
E payments:	0		

MUD 6

Billing Report Through:	1/8/2024	Consumption:	7,668,000
Deposits on file for the district:	\$116,400.00		
Credit Cards:	0	Law Enforcement:	1310
Bank Drafts:	0	Paperless:	305
E payments:	0		

MUD 7

Billing Report Through:	1/8/2024	Consumption:	5,824,000
Deposits on file for the district:	\$110,575.00		
Credit Cards:	0	Law Enforcement:	1382
Bank Drafts:	0		
E payments:	0		

EAST MONTGOMERY COUNTY MUD #5

**MONTHLY OPERATIONS SUMMARY
WASTEWATER TREATMENT PLANT
December-23**

TPDES Permit # WQ0015065001
EPA I.D. NO. TX0133906

Expires: November 1, 2027

Effluent Quality Data Reported for: December-23

	<u>Previous Month</u>	<u>Reported</u>	<u>Permitted</u>	<u>Excursion</u>
DO Minimum	8.01 mpn	8.06 mpn	6.00 mg/l	NO
pH Minimum	6.00 mpn	6.11 mpn	6.00 s.u.	NO
pH Maximum	7.80 mpn	6.24 mpn	9.00 s.u.	NO
TSS Average	1.00 mg/l	1.49 mg/l	15.00 mg/l	NO
TSS Maximum	1.00 mg/l	2.95 mg/l	40.00 mg/l	NO
TSS lbs/day	2.68 mg/l	2.25 mg/l	75.00 lbs/day	NO
NH3-N Average	0.05 mg/l	1.73 mg/l	3.00 mg/l	NO
NH3-N Maximum	0.05 mg/l	6.77 mg/l	10.00 mg/l	NO
NH3-N lbs/day	0.13 mg/l	0.17 mg/l	15.00 mg/l	NO
CL2 Res Min	1.58 mg/l	1.88 mg/l	1.00 mg/l	NO
CL2 Res Max	2.67 mg/l	2.92 mg/l	4.00 mg/l	NO
E Coli Daily Average	1.00 mg/l	1.00 mg/l	63 mpn	NO
E Coli Daily Max	1.00 mg/l	1.00 mg/l	200 mpn	NO
BOD 5 Average	2.03 mg/l	2.03 mg/l	15.00 mg/l	NO
BOD 5 Maximum	2.03 mg/l	2.03 mg/l	25.00 mg/l	NO
BOD 5 lbs/day	5.43 mg/l	4.53 mg/l	25.00 mg/l	NO
Flow Average	0.346 mg/l	0.365 mg/l	0.300 mg/l	NO
Total Treated	11,315,000	gallons		
Effluent Quality Compliant with Discharge Permit ?			YES	



East Montgomery County Municipal Utility District #5

Board of Directors Meeting

January 24, 2024

Wastewater Treatment

11/10/23 – Sewer Plant #1 – Furnished operator to assist subcontractor with pumping down and transferring basin #7 to bottom clean basin.

11/14/23 – Sewer Plant #1 – Furnished operator to assist subcontractor with pumping down and bottom cleaning chlorine contact chamber.

11/24/23 – Sewer Plant #1 – Furnished operator to assist subcontractor with jetting return line to clear blockage and remove rags from bar screen.

12/1/23 – Sewer Plant #1 – Furnished subcontractor to perform annual preventative maintenance on regulator and equipment. Also, inspection of SCBA unit. Check mask, bottle harness, pressure regulator and SCBA cylinder air level.

12/20/23 – Furnished technician to install check valves for digesters #1 and #2. Also, install locks and chains.

Sanitary Sewer System

Normal Operations

Water Plant No. 1 & No. 2

11/17/23 – Water Plant #1 – Furnished subcontractor to regrade and add fill to driveway.

Lift Stations

Normal Operations

Water Distribution System

12/25/23 – Installed (74) residential taps, and (12) sewer inspections.

Service Center
 27335 West Hardy Rd.
 Suite 101
 Spring, Texas 77373



Corporate (281) 353-9809
 Customer Service (281) 353-9756
 Fax (281) 353-6105

DATE
 12/27/2023

Trusted Utility Partners

**MONTHLY OPERATIONS REPORT
 EAST MONTGOMERY COUNTY MUD #5**

				EMC MUD #5			EMC MUD #6			EMC MUD #7		
METER COUNT			BILLED CONSUMPTION			BILLED CONSUMPTION			BILLED CONSUMPTION			
#5	#6	#7	10/25/23	to	11/25/23	10/26/23	to	11/25/23	10/26/23	to	11/25/23	
Occupied	1	1301	1,221	Residential	0	Residential	7,830,000	Residential	5,919,000			
Vacant	2	3	8	Irrigation	0	Irrigation	262,000	Irrigation	9,000			
Builder	75	5	99	Builder	11,000	Builder	35,000	Builder	2,134,000			
Irrigation	6	16	8	Commercial	0	Commercial	63,000	Commercial	0			
Commercial	0	4	0	Club/Pool	0	Club/Pool	0	Club/Pool	0			
Club/Pool	0	0	1									
Total	84	1329	1337	Total	11,000	Total	8,190,000	Total	8,062,000			
Total Combined Meter: 2,750				MUD #5, MUD # 6 and MUD #7 Total Billed Cons:							16,263,000	

Leaks and Flushing: 168,000

Total Usage: 16,431,000

MUD #5 Plant Pumpage: 16,623,000

Billed Percentage of Pumped Water: 98.84%

Arrears for the Month of	NOVEMBER	MUD #5	Month of	DECEMBER
Cut-Off Notices Mailed	11/06/23		Meter Read Date	11/25/23
Number of Notices Mailed	0		Billing Date	11/30/23
Cut-Off Date	11/28/23		Mailing Date	12/01/23
Number of Actual Cut-Offs	0		Due Date	12/27/23
Arrears for the Month of	NOVEMBER	MUD #6	Month of	DECEMBER
Cut-Off Notices Mailed	11/06/23		Meter Read Date	11/25/23
Number of Notices Mailed	106		Billing Date	12/01/23
Cut-Off Date	11/28/23		Mailing Date	12/04/23
Number of Actual Cut-Offs	2		Due Date	12/27/23
Arrears for the Month of	NOVEMBER	MUD #7	Month of	DECEMBER
Cut-Off Notices Mailed	11/07/23		Meter Read Date	11/25/23
Number of Notices Mailed	50/		Billing Date	12/04/23
Cut-Off Date	11/28/23		Mailing Date	12/05/23
Number of Actual Cut-Offs	0		Due Date	12/27/23

EAST MONTGOMERY COUNTY MUD #5

**MONTHLY OPERATIONS SUMMARY
WASTEWATER TREATMENT PLANT
November-23**

TPDES Permit # WQ0015065001
EPA I.D. NO. TX0133906

Expires: November 1, 2027

Effluent Quality Data Reported for: November-23

	<u>Previous Month</u>	<u>Reported</u>	<u>Permitted</u>	<u>Excursion</u>
DO Minimum	7.72 mpn	8.01 mpn	6.00 mg/l	NO
pH Minimum	6.83 mpn	6.00 mpn	6.00 s.u.	NO
pH Maximum	7.99 mpn	7.80 mpn	9.00 s.u.	NO
TSS Average	1.00 mg/l	1.00 mg/l	15.00 mg/l	NO
TSS Maximum	1.00 mg/l	1.00 mg/l	40.00 mg/l	NO
TSS lbs/day	2.32 mg/l	2.68 mg/l	75.00 lbs/day	NO
NH3-N Average	0.09 mg/l	0.05 mg/l	3.00 mg/l	NO
NH3-N Maximum	0.20 mg/l	0.05 mg/l	10.00 mg/l	NO
NH3-N lbs/day	0.21 mg/l	0.13 mg/l	15.00 mg/l	NO
CL2 Res Min	1.64 mg/l	1.58 mg/l	1.00 mg/l	NO
CL2 Res Max	2.81 mg/l	2.67 mg/l	4.00 mg/l	NO
E Coli Daily Average	1.00 mg/l	1.00 mg/l	63 mpn	NO
E Coli Daily Max	1.00 mg/l	1.00 mg/l	200 mpn	NO
BOD 5 Average	2.13 mg/l	2.03 mg/l	15.00 mg/l	NO
BOD 5 Maximum	2.44 mg/l	2.03 mg/l	25.00 mg/l	NO
BOD 5 lbs/day	4.90 mg/l	5.43 mg/l	25.00 mg/l	NO
Flow Average	0.343 mg/l	0.346 mg/l	0.300 mg/l	NO
Total Treated	10,380,000	gallons		
Effluent Quality Compliant with Discharge Permit ?			YES	



East Montgomery County Municipal Utility District #5

Board of Directors Meeting
December 27, 2023

Wastewater Treatment

10/02/23 – Sewer Plant #1 – Furnished operator to assist subcontractor to clean out aeration.

11/9/23 – Sewer Plant #1 – Furnished operator to assist subcontractor with cleaning center wells, weirs, and contact chamber.

10/25/23 – Sewer Plant #1 – Furnished operator to assist subcontractor to remove and dispose of (63,000) gallons of digested sludge.

Sanitary Sewer System

Normal Operations

Water Plant No. 1 & No. 2

12/6/23 – Water Plant #1 - Furnished technician to troubleshoot booster pump #3 not resetting at screen. Alarm not calling out. Found faulty contacts. Furnished subcontractor to replace faulty contacts. Monitored booster pump operation. Tested good.

Lift Stations

11/13/23 – Lift Station #1 – Furnished operator to assist subcontractor with bottom cleaning of wet well.

Water Distribution System

11/27/23 – Carossella Dr – Furnished labor and materials to repair short service line leak. Replaced ¾" u-branch. Backfilled and cleaned the area.

11/25/23 – Installed (36) residential taps, (3) Commercial taps for irrigation, and (28) sewer inspections.



2518 McAllister
Houston, TX 77092
Phone: 713-869-2111
Fax: 713-869-2108

Quote Number: 75479

Quote

H20 INNOVATION
ATT: JEREMY KAY

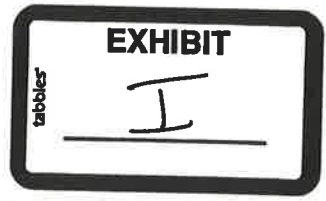
Ph:
Email:

From:
Klip Morefield
North Side Electric Motors
Ph: 713-869-2111
Email: kmorefield@northsideelectricmotors.com

Date	Customer Reference Number	Our Reference	
1/30/24	EAST MONTGOMERY MUD 5	75479	
Quantity		Net Price	Extended
1EA	300 HP US VHS, RUSI, 175%, WPI, 1800, 447TPA, 460V 20" BASE, 1"15/16" COUPLING, CD 49"3/4", APRIL 2015 Disassemble, inspect, rewind stator, balance rotor and ratchet assembly, machine and bush ODE endbell, repair ODE journal, replace drive coupling, stationary ratchet plate, klixon overload, install 2ea thrust bearings, 1ea ball bearing, heaters, sight glass, oil drain valve, oil fill plug, oil. Assemble, test and paint Delivery: 18-20 days	\$25,866.00	\$25,866.00
1EA	New 300hp US VHS, RUSI, 175%, 1800, 447TPA, 460V, heaters, install oil drain valve, oil, test and paint Delivery: 10-12 days	\$36,520.00	\$36,520.00
	(Jan 9th)		
			Total:

Notes:
- PLEASE SEND COPY OF PO FOR ORDER TO PROCESS.
- Standard terms with approved credit is Net 30.
FOB: NSEM

Please let us know if you have any questions or concerns.
Best regards,
Klip Morefield





NORTH SIDE ELECTRIC MOTORS

Quote Number: 75479 Customer Ref.: E. MONT MUD 5

Motor Pump Gearbox Servo AC DC

Name Plate Data & Motor Attachments:

HP: 300 MODEL: _____ FRAME: 447TPA
 MFGR: USEM SERIAL: W04612751-0001-GT-01
 VOLTS: 460 RPM: 1,800 AMPS: 340

TYPE: RUSI ENCLOSURE: WPI J.BOX POS. _____
 COUPLING: Y PULLEY: _____ GEAR: _____ BRAKE: _____
 BLOWER: _____ TACHOMETER: _____ ENCODER: _____ GEARBOX: _____
 C.C. PUMP: _____ LIFT PUMP: _____ TURBINE PUMP: _____
 KLIXONS: Y PTC'S: _____ HEATERS: Y JUNCTION BOX: N



Incoming Inspection:

STATOR INCOMING MEGGER: 0
 MEGGER RETEST AFTER WASH AND BAKE: _____
 ROTOR INCOMING MEGGER: _____
 MEGGER RETEST AFTER WASH AND BAKE: _____
 BRUSHHOLDER INCOMING MEGGER: _____
 MEGGER RETEST AFTER WASH AND BAKE: _____

INCOMING SURGE TEST: FAIL
 SURGE RETEST AFTER WASH AND BAKE: _____
 INCOMING HI-POT TEST: _____
 HI-POT RETEST AFTER WASH AND BAKE: _____
 HIGH-CURRENT ROTOR BAR TEST: PASS
 BROKEN OR MISSING PARTS: _____

Cause Of Failure Analysis:

MECHANICAL: LOWER ENDBELL AND JOURNAL WORN, NEED TO MACHINE, DRIVE COUPLING AND RATCHET PLATE WORN

ELECTRICAL: WINDING BLEW TO GROUND, PHASE TO PHASE, POSSIBLE SURGE

Proposed Scope Of Work:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Disassemble | <input type="checkbox"/> Bore & Bush PE Brg Housing |
| <input checked="" type="checkbox"/> Clean All Parts | <input checked="" type="checkbox"/> Bore & Bush OPE Brg Housing |
| <input checked="" type="checkbox"/> Sandblast | <input type="checkbox"/> Weld & Machine PE Brg Journal |
| <input type="checkbox"/> Wash and Bake Stator | <input type="checkbox"/> Weld & Machine OPE Brg Journal |
| <input type="checkbox"/> Wash and Bake Fields | <input type="checkbox"/> Bore & Bush Seal Housing |
| <input type="checkbox"/> Wash and Bake Rotor | <input type="checkbox"/> Weld & Machine Bearing Carrier |
| <input type="checkbox"/> Wash and Bake Armature | <input checked="" type="checkbox"/> Weld & Machine Shaft (other)
KNURL OPE JOURNAL |
| <input type="checkbox"/> Install New Leads | _____ |
| <input checked="" type="checkbox"/> Core Test | <input type="checkbox"/> Machine New Keyway |
| <input type="checkbox"/> Rewind Stator (Form) | <input type="checkbox"/> Rebuild Mechanical Seals |
| <input checked="" type="checkbox"/> Rewind Stator (Random) | <input type="checkbox"/> Replace Mechanical Seals |
| <input type="checkbox"/> Rewind Armature | <input type="checkbox"/> Replace Lip Seals |
| <input type="checkbox"/> Rewind Rotor | <input type="checkbox"/> Replace O-Rings |
| <input type="checkbox"/> Rewind Fields | <input type="checkbox"/> Install New Oilers |
| <input type="checkbox"/> Rewind Interpoles | <input checked="" type="checkbox"/> Replace Heaters |
| <input type="checkbox"/> Rewind Compensating Coils | <input type="checkbox"/> Install & Seat New Brushes |
| <input type="checkbox"/> Replace Commutator | <input type="checkbox"/> Replace O-Rings |
| <input type="checkbox"/> Replace Slip Rings | <input checked="" type="checkbox"/> Replace Bearings |
| <input type="checkbox"/> Turn, Undercut, & Polish Comm | <input checked="" type="checkbox"/> Dynamic Balancing |
| <input type="checkbox"/> Turn & Polish Slip Rings | _____ |
| <input type="checkbox"/> Dip & Bake (Polyester) | <input checked="" type="checkbox"/> Assemble |
| <input checked="" type="checkbox"/> Dip & Bake (Epoxy) | <input checked="" type="checkbox"/> Full Voltage Test Run |
| <input type="checkbox"/> VPI Stator | <input checked="" type="checkbox"/> Document Vibration & No-Load Amp Draw |
| <input type="checkbox"/> VPI Armature | <input checked="" type="checkbox"/> Paint |
| <input type="checkbox"/> Reinsulate Stator | _____ |

Additional Repairs / Notes:

INSTALL OIL DRAIN VALVE, OIL
OIL FILL PLUG, SIGHT GLASS, OIL
REPLACE DRIVE COUPLING, RATCHET PLATE



**NORTH SIDE
ELECTRIC MOTORS**

Quote Number: 75479

Customer Ref.: E. MONT MUD 5



Comments:



**ENGINEER'S REPORT
EAST MONTGOMERY COUNTY MUNICIPAL DISTRICT NO. 5
6965-0000
March 25, 2024**

Agenda Item No. 7

- a. Authorize the design of District and/or Master District facilities.
- None at this time.
- b. Approve plans and specifications for District and/or Master District facilities.
- None at this time.
- c. Authorize Engineer to advertise bids for District and/or Master District projects.
- Wastewater Treatment Plant No. 1 – Phase 4 (LJA Job No. 6967-1045) – Approved 2/22/23
 - Wastewater Treatment Plant No. 2 – Phase 2 (LJA Job No. 6967-1021) – Approved 6/28/23
 - Water Treatment Plant No. 2 – Phase 2 (LJA Job No. 6967-1024) – Approved 6/28/23
 - Tavola West Sec 9 Paving (LJA Job No. 6969-1309) – Approved 10/25/23
 - Tavola West Sec 10 Paving (LJA Job No. 6969-1310) – Approved 10/25/23
- d. Approve report, pay estimates, and change orders for construction projects in progress in the District and/or Master District.
- Wastewater Treatment Plant No. 2 – Phase 1 (LJA Job No. 6967-1015) **(Board Action Item)**
 - Pay Estimate No. 8 (January 24, 2024) \$66,267.00 submitted by 5J Service, Inc.
 - West Detention/Drainage Phase 1 (LJA Job No. 6965-1012) **(Board Action Item)**
 - Pay Estimate No. 14 (January 30, 2024) \$37,439.92 submitted by Texan Dirt, LLC.
 - CO6 (January 29, 2024) increase by \$50,053.50. Reason: removed unused items, Full Soil Treatment, and added wingwalls for via Corsica headwalls.
 - US 59 Frontage Road Improvements (LJA Job No. 6969-1047) **(Board Action Item)**
 - Estimate No. 6 (January 8, 2024) \$65,289.57 submitted by Wadecon, LLC.
 - Estimate No. 7 (February 7, 2024) \$45,567.00 submitted by Wadecon, LLC.
 - Estimate No. 8 (March 6, 2024) \$135,727.40 submitted by Wadecon, LLC.
 - Tavola West Reserves Sec 1 WS&D (LJA Job No. 6965-1101)
 - Tavola West Reserves Sec 2 WS&D (LJA Job No. 6965-1102) **(Board Action Item)**
 - Pay Estimate No. 4F (January 18, 2024) \$85,211.90 submitted by Dimas Bros. Construction, LLC.
 - CO3 (February 5, 2024) decrease by \$3,180.20. Reason: Removed unused items and adjusted trench safety for storm to match field construction.
 - Certificate of Completion issued on January 19, 2024.
 - Tavola West Reserves Sec 2 Paving (LJA Job No. 6969-1102) **(Board Action Item)**
 - PE No. 4 (February 1, 2024) \$5,194.00 submitted by Durwood Greene Construction Company.



- Tavola West Via Corsica WS&D (LJA Job No. 6965-1103) **(Board Action Item)**
 - Pay Estimate No. 2F (January 18, 2024) \$55,005.37 submitted by Dimas Bros. Construction, LLC.
 - CO1 (February 5, 2024) decrease by \$42,560.00. Reason: Removed unused items.
 - Certificate of Completion issued on January 19, 2024.

- Tavola West Via Corsica Paving (LJA Job No. 6969-1103) **(Board Action Item)**
 - Pay Estimate No. 4 (February 8, 2024) \$17,061.80 submitted by Durwood Greene Construction Company.
 - CO2 (February 6, 2024) increase by \$31.99. Reason: Removed unused items and adjusted irrigation sleeve quantities to match field construction.

- Tavola West Sec 1 WS&D (LJA Job No. 6965-1301) **(Board Action Item)**
 - Pay Estimate No. 2F (January 9, 2024) \$85,243.03 submitted by Dimas Bros. Construction, LLC.

- Tavola West Sec 2 WS&D (LJA Job No. 6965-1302)

- Tavola West Sec 3 WS&D (LJA Job No. 6965-1303) **(Board Action Item)**
 - Pay Estimate No. 2F (January 26, 2024) \$225,849.34 submitted by Dimas Bros. Construction, LLC.
 - Certificate of Completion issued on January 26, 2024.

- Tavola Lift Station No. 3 (LJA Job No. 6967-1019) **(Board Action Item)**
 - Pay Estimate No. 1 (March 7, 2024) \$190,444.28 submitted by 5J Services, Inc.

- Tavola West Sec 4 WS&D (LJA Job No. 6965-1304) **(Board Action Item)**
 - Pay Estimate No. 5F (November 28, 2023) \$160,101.45 submitted by Gonzalez Construction Enterprise, Inc.

- Tavola West Sec 5 & 7 WS&D (LJA Job No. 6965-1305 & 6965-1307) **(Board Action Item)**
 - Pay Estimate No. 1 (February 6, 2024) \$889,795.80 Submitted by Dimas Bros. Construction, LLC.
 - Pay Estimate No. 2 (March 6, 2024) \$400,124.61 submitted by Dimas Bros. Construction, LLC.

- Tavola West Sec 5 Paving (LJA Job No. 6969-1305) **(Board Action Item)**
 - Pay Estimate No. 1 (March 7, 2024) \$90,159.08, submitted by Daco Paving, Inc.

- Tavola West Sec 6 WS&D (LJA Job No. 6965-1306) **(Board Action Item)**
 - Pay Estimate No. 1 (February 7, 2024) \$1,408,389.73 submitted by TexaSite, LLC.

- Tavola West Sec 6 Paving (LJA Job No. 6969-1306) **(Board Action Item)**
 - Pay Estimate No. 1 (March 7, 2024) \$93,617.37, submitted by Daco Paving, Inc.

- West Detention/Drainage Phase 2 (LJA Job No. 6965-1014) **(Board Action Item)**
 - Pay Estimate No. 1 (February 1, 2024) \$23,715.00 submitted by Double Oak Construction, Inc.
 - Pay Estimate No. 2 (February 15, 2024) \$269,100.00 submitted by Double Oak Construction, Inc.

- Tavola West Sec 8 WS&D (LJA Job No. 6965-1308)
- e. Authorize and/or ratify construction contracts and related items.
- Tavola West Sec 7 Paving (LJA Job No. 6969-1307) **(Board Action Item)**
 - We recommend the contract be awarded to the low bidder, Beyer Construction, LLC with a Total Bid Amount of \$524,815.45 and 35/45 calendar days construction time.
 - Tavola West Sec 8 Paving (LJA Job No. 6969-1308) **(Board Action Item)**
 - We recommend the contract be awarded to the low bidder, Durwood Greene Construction Company with total bid amount of \$1,221,106.92 and 55/56 calendar days construction time.
 - Tavola West Sec 9 WS&D (LJA Job No. 6965-1309) **(Board Action Item)**
 - We recommend the contract be awarded to the low bidder, Gonzalez Construction Enterprises, Inc. with a Total Bid Amount of \$734,246.48 and 30/40 calendar days construction time.
 - Tavola West Sec 10 WS&D (LJA Job No. 6965-1310) **(Board Action Item)**
 - We recommend the contract be awarded to the low bidder, Crostex Construction, Inc. with a Total Bid Amount of \$1,200,00.00 and 55/56 calendar days construction time.
 - Authorize Engineer to prepare surplus funds application for maintenance items listed below. **(Board Action Item)**
 - Section 45 Outfall Repair – Work Approved 10/25/23
 - Section 46 Outfall Repair – Work Approved 10/25/23
 - Section 47 Outfall Repair – Work Approved 10/25/23
 - Section 27 Outfall Repair at Peach Creek North Pond – Work Approved 10/25/23
 - Southwest Pocket Ditch Outfall Structure #1 Repair – Work Approved 10/25/23
 - Control Structure Repair – Pending Authorization
 - Southwest Pocket Ditch Outfall Repair at Caney Creek – Pending Authorization
 - Solicited bids and recommend award to the low bidder, Stuckey's at \$123,386.28.
 - Peach Creek South Pond Slope Repair – Pending Authorization
 - Section 24 Outfall Repair – Pending Authorization
 - Southwest Pocket Ditch Outfall Structure #2 Repair – Pending Authorization
 - Southwest Pocket Ditch Outfall Structure #3 Repair – Pending Authorization
 - Southwest Pocket Ditch Outfall Structure #1 Slope Repair – Pending Authorization
- f. Authorize Encroachment Agreement with Trunkline **(Board Action Item)**
- g. Authorize Engineering Services Related to Internal District Bond Issue No. 1 and adopt Order Authorizing Application for Approval of Bond Issue by Texas Commission on Environmental Quality. **(Board Action Item)**
- h. Authorize Engineering Services Related to Master District Bond Issue No. 8 and adopt Order Authorizing Application for Approval of Bond Issue by Texas Commission on Environmental Quality. **(Board Action Item)**

CERTIFICATE FOR RESOLUTION
AUTHORIZING APPLICATION FOR TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
APPROVAL OF USE OF SURPLUS FUNDS

THE STATE OF TEXAS

COUNTY OF MONTGOMERY

EAST MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 5

500 500 500 500

We, the undersigned officers of the Board of Directors of East Montgomery County Municipal Utility District No. 5 (the "District"), hereby certify as follows:

1. The Board convened in special session, open to the public, on the 25th day of March, 2024, at a designated meeting location outside the boundaries of the District, and the roll was called of the members of the Board, to-wit:

John Patterson	-	President
Larry Kijewski	-	Vice President
B. Layne Mashburn	-	Secretary
Charles Prause	-	Assistant Secretary
Nancy Walker	-	Assistant Secretary

All members of the Board were present except the following absentees: Director Kijewski, thus constituting a quorum. Whereupon, among other business, the following was transacted at such meeting:

RESOLUTION AUTHORIZING APPLICATION FOR
TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
APPROVAL OF USE OF SURPLUS FUNDS

was duly introduced for the consideration of the Board. It was then duly moved and seconded that such Resolution be adopted; and, after due discussion, such motion, carrying with it the adoption of said Resolution, prevailed and carried by the following vote:

AYES: all present

NOES: none

2. A true, full, and correct copy of the aforesaid Resolution adopted at the meeting described in the above and foregoing paragraph is attached to and follows this Certificate; such Resolution has been duly recorded in said Board's minutes of such meeting; the above and foregoing paragraph is a true, full, and correct excerpt from the Board's minutes of such meeting pertaining to the adoption of such Resolution; the persons named in the above and foregoing paragraph are the duly chosen, qualified, and acting officers and members of the Board as indicated therein; each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance of the time, place, and purpose of such meeting and that such Resolution would be introduced and considered for adoption at such meeting and each of such officers and members consented, in advance, to the holding of such meeting for such purpose; such meeting was open to the public, as required by law, and public notice of the time, place and purpose of such meeting was given as required by V.T.C.A. Government Code, Chapter 551, as amended.

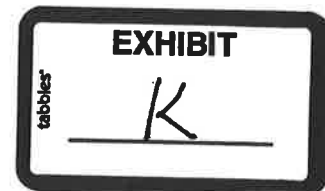
SIGNED AND SEALED the 25th day of March, 2024.


Secretary, Board of Directors
(SEAL)


President, Board of Directors



006093.000001\4879-9158-1360 v1



RESOLUTION AUTHORIZING APPLICATION FOR
TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
APPROVAL OF USE OF SURPLUS FUNDS

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

EAST MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 5 §

WHEREAS, by Order dated March 6, 2019, the Commission approved the issuance by the District of \$4,975,000 in Unlimited Tax Contract Revenue Bonds, pursuant to which the District issued it bonds styled: “East Montgomery County Municipal Utility District No. 5 Unlimited Tax Contract Revenue Bonds, Series 2019,” in the original principal amount of \$4,975,000 (the “Series 2019 Bonds”); and

WHEREAS, by Order dated April 5, 2021, the Commission approved the issuance by the District of \$4,190,000 in Unlimited Tax Contract Revenue Bonds, pursuant to which the District issued it bonds styled: “East Montgomery County Municipal Utility District No. 5 Unlimited Tax Contract Revenue Bonds, Series 2021,” in the original principal amount of \$4,190,000 (the “Series 2021 Bonds”); and

WHEREAS, by Order dated February 18, 2022, the Commission approved the issuance by the District of \$4,855,000 in Unlimited Tax Contract Revenue Bonds, pursuant to which the District issued it bonds styled: “East Montgomery County Municipal Utility District No. 5 Unlimited Tax Contract Revenue Bonds, Series 2022,” in the original principal amount of \$4,855,000 (the “Series 2022 Bonds”); and

WHEREAS, by Order dated August 30, 2023, the Commission approved the issuance by the District of \$13,350,000 in Unlimited Tax Contract Revenue Bonds, pursuant to which the District issued it bonds styled: “East Montgomery County Municipal Utility District No. 5 Unlimited Tax Contract Revenue Bonds, Series 2023,” in the original principal amount of \$13,350,000 (the “Series 2023 Bonds”); and

WHEREAS, the District has sold the Series 2019 Bonds, Series 2021 Bonds, Series 2022 Bonds, and Series 2023 Bonds (collectively, the “Bonds”) and has completed all of the projects to be funded from the proceeds of the Bonds; and

WHEREAS, the District estimates that it currently has \$552,118.23 in surplus funds remaining in its Capital Projects Fund from the proceeds of the Bonds; and

WHEREAS, the District has determined that it is in the best interest of the District to use a portion of the remaining surplus funds to pay for the costs for certain outfall and erosion repairs and the engineering application costs, as further described on Exhibit “A” attached hereto (the “Project”) in the aggregate amount of \$308,536.28; and

WHEREAS, the District has complied with all the requirements established by the Commission for the use of surplus funds.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF EAST MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 5 AS FOLLOWS:

1. The Board of the District hereby requests that the Commission's Executive Director approve the release of \$308,536.28 in surplus funds in the District's Capital Projects Fund from the Bonds to fund the Project. Concurrent with this Resolution, the District has filed with the Commission staff the required information and documentation to obtain release of the surplus funds.

2. The officers, engineers, attorneys and consultants of the District are hereby authorized and directed to execute all documents and take all actions necessary to accomplish the purposes of this Resolution.

3. The Board of the District hereby requests that the Commission waive the 30% developer contribution rule pursuant to 30 TAC §293.47(d)(1).

4. This Resolution shall constitute an official application of the District requesting the release of said surplus funds from the District's Capital Projects Fund.


[Remainder intentionally blank]

PASSED AND APPROVED this 25th day of March, 2024.



President, Board of Directors

ATTEST



Secretary, Board of Directors



(SEAL)

EXHIBIT A

Detailed Cost Summary

**EAST MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 5
Surplus Funds Application**

<u>Construction Costs</u>	<u>Total Cost</u>	(1)	<u>District Share</u>	<u>Amount Included in this Application</u>
B. District Items				
1. Southwest Pocket Ditch Outfall Washout Repair	\$ 123,386.28		\$ 123,386.28	\$ 123,386.28
2. Erosion Repair around Control Structure near Pond A	\$ 5,200.00		\$ 5,200.00	\$ 5,200.00
3. Peach Creek Erosion Repair	\$ 24,840.00		\$ 24,840.00	\$ 24,840.00
4. Section 24 Outfall Repair	\$ 4,200.00		\$ 4,200.00	\$ 4,200.00
5. Section 45 Outfall Repair	\$ 23,250.00		\$ 23,250.00	\$ 23,250.00
6. Section 46 Outfall Repair	\$ 23,250.00		\$ 23,250.00	\$ 23,250.00
7. Section 47 Outfall Repair	\$ 24,200.00		\$ 24,200.00	\$ 24,200.00
8. Southwest Pocket Ditch Erosion Repair	\$ 11,220.00		\$ 11,220.00	\$ 11,220.00
9. Southwest Pocket Ditch Erosion Repair	\$ 11,220.00		\$ 11,220.00	\$ 11,220.00
10. Southwest Pocket Ditch Erosion Repair	\$ 6,800.00		\$ 6,800.00	\$ 6,800.00
11. Section 27 Outfall Repair	\$ 24,980.00		\$ 24,980.00	\$ 24,980.00
12. Southwest Pocket Ditch Outfall Repair	\$ 24,990.00		\$ 24,990.00	\$ 24,990.00
Sub-Total Developer Items	\$ 307,536.28		\$ 307,536.28	\$ 307,536.28 (2)
 TOTAL CONSTRUCTION COSTS				 \$ 307,536.28
 <u>Non-construction Costs</u>				
1. Estimated Developer Interest				\$ -
TOTAL NON-CONSTRUCTION COSTS				\$ -
 SUB TOTAL SURPLUS FUNDS REQUIREMENT				 \$ 307,536.28
 SURPLUS FUNDS APPLICATION COSTS				 \$ 1,000.00
 TOTAL SURPLUS FUNDS REQUIREMENT COSTS				 \$ 308,536.28
 TOTAL AVAILABLE SURPLUS FUNDS				 \$ 552,118.23
 TOTAL REMAINING SURPLUS FUNDS				 \$ 243,581.95

Notes:

(1) This amount represents the total amount remaining to be funded by the District for this project either through road or utility bonds.

(2) The proposals for all work are attached.

CERTIFICATE FOR ORDER AUTHORIZING APPLICATION FOR APPROVAL OF BOND
ISSUE BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

THE STATE OF TEXAS

COUNTY OF MONTGOMERY

EAST MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 5

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We, the undersigned officers of the Board of Directors (the "Board") of EAST MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 5 (the "District"), hereby certify as follows:

1. The Board convened in special session, open to the public, on the 25th day of March, 2024, at a designated meeting location outside the boundaries of the District, and the roll was called of the members of the Board, to-wit:

John Patterson	-	President
Larry Kijewski	-	Vice President
B. Layne Mashburn	-	Secretary
Charles Prause	-	Assistant Secretary
Nancy Walker	-	Assistant Secretary

All members of the Board were present, except the following: Kijewski, thus constituting a quorum. Whereupon, among other business, the following was transaction at such meeting:


ORDER AUTHORIZING APPLICATION FOR APPROVAL OF BOND ISSUE BY THE TEXAS
COMMISSION ON ENVIRONMENTAL QUALITY

was duly introduced for the consideration of the Board. It was then duly moved and seconded that such Resolution be adopted; and, after due discussion, such motion, carrying with it the adoption of said Resolution, prevailed and carried by the following vote:

AYES: all present NOES: none

2. A true, full, and correct copy of the aforesaid Resolution adopted at the meeting described in the above and foregoing paragraph is attached to and follows this Certificate; such Resolution has been duly recorded in said Board's minutes of such meeting; the above and foregoing paragraph is a true, full, and correct excerpt from the Board's minutes of such meeting pertaining to the adoption of such Resolution; the persons named in the above and foregoing paragraph are the duly chosen, qualified, and acting officers and members of the Board as indicated therein; each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance of the time, place, and purpose of such meeting and that such Resolution would be introduced and considered for adoption at such meeting and each of such officers and members consented, in advance, to the holding of such meeting for such purpose; such meeting was open to the public, as required by law, and public notice of the time, place and purpose of such meeting was given as required by V.T.C.A. Government Code, Chapter 551, as amended.

SIGNED AND SEALED this 25th day of March, 2024.


Secretary, Board of Directors
(DISTRICT SEAL)




President, Board of Directors



ORDER AUTHORIZING APPLICATION FOR APPROVAL OF BOND ISSUE BY THE TEXAS
COMMISSION ON ENVIRONMENTAL QUALITY

THE STATE OF TEXAS

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COUNTY OF MONTGOMERY

EAST MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 5

WHEREAS, the Board of Directors (the "Board") of EAST MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 5 (the "District") desires to obtain approval of the issuance of \$4,000,000 in bonds of the District to be called EAST MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 5 Unlimited Tax Bonds, Series 2024; and

WHEREAS, the District must apply to the Texas Commission on Environmental Quality (the "Commission") for its investigation, report and approval of the Engineer's Report and data, profiles, maps, plans and specifications prepared in connection therewith; the Engineer's and the District's estimates of costs; the issuance of said bonds; and the District's proposed improvements and project, and to make a full written report thereon and file same in its office and furnish a copy thereof to the Board of the District and to do all other things required by law.

IT IS, THEREFORE, ORDERED BY THE BOARD OF DIRECTORS OF EAST MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 5 THAT:

I.

The District shall file an Application praying for the foregoing action by the Commission, for its approval of the foregoing bonds and items and for any other relief proper and necessary for the District. Said Application shall contain all allegations and information required by law and by the rules of the Commission.

II.

The President or Vice President of the District is authorized to make such Application, to execute same and to execute this Order on behalf of the Board of the District and the Secretary or Assistant Secretary is authorized to attest same on behalf of the District. The President or Vice-President or the attorneys for the District, or either of them, are hereby authorized to file said Application with said Commission and the President and the attorneys, or either of them, are authorized to do all things necessary or proper in connection with said Application and the obtaining of the approval of the Commission of the items herein set forth.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

PASSED, ADOPTED, and ORDERED this 25th day of March, 2024.



President, Board of Directors

ATTEST:



Secretary, Board of Directors

(DISTRICT SEAL)



CERTIFICATE FOR APPLICATION

THE STATE OF TEXAS

COUNTY OF MONTGOMERY

EAST MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 5

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We, the undersigned officers of the Board of Directors (the "Board") of EAST MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 5 (the "District"), hereby certify as follows:

1. The Board convened in special session, open to the public, on the 25th day of March, 2024 at a designated meeting location outside the boundaries of the District, and the roll was called of the members of the Board, to-wit:

John Patterson	-	President
Larry Kijewski	-	Vice President
B. Layne Mashburn	-	Secretary
Charles Prause	-	Assistant Secretary
Nancy Walker	-	Assistant Secretary

All members of the Board were present, except the following: Director Kijewski, thus constituting a quorum. Whereupon, among other business, the following was transaction at such meeting:

APPLICATION FOR APPROVAL BY TEXAS COMMISSION ON ENVIRONMENTAL QUALITY OF PROJECT AND ISSUANCE OF BONDS

was duly introduced for the consideration of the Board. It was then duly moved and seconded that such Resolution be adopted; and, after due discussion, such motion, carrying with it the adoption of said Resolution, prevailed and carried by the following vote:

AYES: all present

NOES: none

2. A true, full, and correct copy of the aforesaid Resolution adopted at the meeting described in the above and foregoing paragraph is attached to and follows this Certificate; such Resolution has been duly recorded in said Board's minutes of such meeting; the above and foregoing paragraph is a true, full, and correct excerpt from the Board's minutes of such meeting pertaining to the adoption of such Resolution; the persons named in the above and foregoing paragraph are the duly chosen, qualified, and acting officers and members of the Board as indicated therein; each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance of the time, place, and purpose of such meeting and that such Resolution would be introduced and considered for adoption at such meeting and each of such officers and members consented, in advance, to the holding of such meeting for such purpose; such meeting was open to the public, as required by law, and public notice of the time, place and purpose of such meeting was given as required by V.T.C.A. Government Code, Chapter 551, as amended.

SIGNED AND SEALED this 25th day of March, 2024.

B. Layne Mashburn
Secretary, Board of Directors

John Patterson
President, Board of Directors

(DISTRICT SEAL)



**APPLICATION FOR APPROVAL BY TEXAS COMMISSION ON ENVIRONMENTAL QUALITY OF
PROJECT AND ISSUANCE OF BONDS**

THE STATE OF TEXAS

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COUNTY OF MONTGOMERY

EAST MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 5

TO THE HONORABLE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY:

COMES NOW EAST MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 5 herein called "Applicant" or "District," and files and presents this Application and requests the Texas Commission on Environmental Quality (the "Commission") take such action thereon as provided by law, and would respectfully show the following:

I.

Applicant desires to issue a total of FOUR MILLION and 00/100 Dollars (\$4,000,000) of bonds (the "Bonds"), pursuant to the proposition authorized by voters within the District at an election held on May 12, 2007 and at an election held on May 6, 2023.

II.

In connection with such Bonds and the projects and improvements to be financed from the proceeds of the sale of such Bonds, Applicant submits this Application for investigation, together with a copy of its Engineer's Report and a copy of data, profiles, maps, plans and specifications prepared in connection therewith. Applicant will furnish additional data and information requisite to a reasonable and careful investigation of the projects and the proposed improvements to the Commission or its designated agents upon request.

III.

There have been no changes in the District's boundaries or areas since creation.

IV.

Applicant has complied with Sections 49.010 and 49.054(e), Texas Water Code, as amended, pursuant to the Commission's Rules.

V.

Wages for the work to be performed and to be financed by the proceeds from the sale of the Bonds will not be below the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is to be performed.

VI.

Partial payments to the contractor or contractors performing the work to be financed with the proceeds of said Bonds will not exceed 90% of the amount due at the time of such payment, as shown by the estimates of Applicant's Engineers and reports of the District.

VII.

Applicant hereby requests waiver of the requirement that the developer be limited to two years accrued interest on reimbursable items, pursuant to 30 T.A.C. Section 293.50(b) and requests approval to reimburse developer for accrued interest up to five (5) years in accordance with Section 293.50(b)(2).

VIII.

Applicant hereby requests waiver of the requirement to include capitalized interest in the bond issue of at least six (6) months in accordance with 30 T.A.C. 293.50(b)(2).

IX.

Applicant requests a conditional waiver of the requirement that developer pay thirty percent (30%) of the construction costs of the facilities being funded with this bond issue and the requirement to submit a market study in accordance with 30 Texas Administrative Code §293.47(d)(2), (6), and (8).

X.

Applicant requests reimbursement for accrued interest for a period of up to five years from the completion date of the construction contracts in accordance with 30 Texas Administrative Code §293.50(b) and represents that the actual costs incurred by the developer plus the total allowed interest does not exceed present day costs for the facilities at the time of the purchase. Pursuant to 30 Texas Administrative Code §293.47(d), time limitations on accrued developer interest shall not apply to that portion of water and sanitary sewer lines serving or programmed to served 1,000 acres or more.

XI.

Applicant hereby requests an expedited 60-day review in accordance with 30 T.A.C. 293.42(b).

XII.

It is in the best interest of Applicant and essential to Applicant's improvement program and progress that said Four Million and 00/100 Dollars (\$4,000,000) in bonds be approved by the Commission at this time.

NOW, THEREFORE, APPLICANT PRAYS that the Texas Commission on Environmental Quality investigate, report upon, and approve the feasibility of the proposed improvements, the Engineer's Report and data, profiles, maps, plans and specifications prepared in connection therewith, the Engineer's and Applicant's estimates of costs, the issuance of Four Million and 00/100 Dollars (\$4,000,000) in Unlimited Tax Bonds, Applicant's proposed plans and improvements; and that this Honorable Commission approve all other matters and do all other things required of it by law, and by the Rules of this Honorable Commission in connection with this Application; and that this Honorable Commission make a full written report on the foregoing, file same in the Office of the Commission, furnish a copy of same to the Board of Directors of Applicant; and that Applicant may have other relief to which it may show itself justly entitled.

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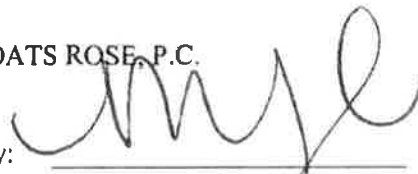
Executed this 25th day of March, 2024.

By: 
President, Board of Directors

ATTEST:
By: 
Secretary, Board of Directors

(DISTRICT SEAL)



COATS ROSE, P.C.
By: 
Mallory J. Craig
9 Greenway Plaza, Suite 1100
Houston, Texas 77046
(713) 651-0111

Attorneys for Applicant

CERTIFICATE FOR ORDER AUTHORIZING APPLICATION FOR APPROVAL OF BOND
ISSUE BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

THE STATE OF TEXAS

COUNTY OF MONTGOMERY

EAST MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 5

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We, the undersigned officers of the Board of Directors (the "Board") of EAST MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 5 (the "District"), hereby certify as follows:

1. The Board convened in special session, open to the public, on the 25th day of March, 2024, at a designated meeting location outside the boundaries of the District, and the roll was called of the members of the Board, to-wit:

- | | | |
|-------------------|---|---------------------|
| John Patterson | - | President |
| Larry Kijewski | - | Vice President |
| B. Layne Mashburn | - | Secretary |
| Charles Prause | - | Assistant Secretary |
| Nancy Walker | - | Assistant Secretary |

All members of the Board were present, except the following: Kijewski, thus constituting a quorum. Whereupon, among other business, the following was transaction at such meeting:


ORDER AUTHORIZING APPLICATION FOR APPROVAL OF BOND ISSUE BY THE TEXAS
COMMISSION ON ENVIRONMENTAL QUALITY

was duly introduced for the consideration of the Board. It was then duly moved and seconded that such Resolution be adopted; and, after due discussion, such motion, carrying with it the adoption of said Resolution, prevailed and carried by the following vote:

AYES: all present NOES: none

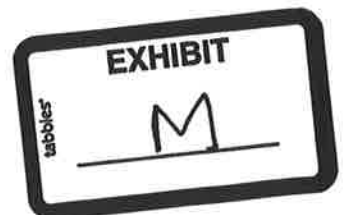
2. A true, full, and correct copy of the aforesaid Order adopted at the meeting described in the above and foregoing paragraph is attached to and follows this Certificate; such Order has been duly recorded in said Board's minutes of such meeting; the above and foregoing paragraph is a true, full, and correct excerpt from the Board's minutes of such meeting pertaining to the adoption of such Order; the persons named in the above and foregoing paragraph are the duly chosen, qualified, and acting officers and members of the Board as indicated therein; each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance of the time, place, and purpose of such meeting and that such Order would be introduced and considered for adoption at such meeting and each of such officers and members consented, in advance, to the holding of such meeting for such purpose; such meeting was open to the public, as required by law, and public notice of the time, place and purpose of such meeting was given as required by V.T.C.A. Government Code, Chapter 551, as amended.

SIGNED AND SEALED this 25th day of March, 2024.


Secretary, Board of Directors
(DISTRICT SEAL)




President, Board of Directors



ORDER AUTHORIZING APPLICATION FOR APPROVAL OF BOND ISSUE BY THE TEXAS
COMMISSION ON ENVIRONMENTAL QUALITY

THE STATE OF TEXAS

COUNTY OF MONTGOMERY

EAST MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 5

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WHEREAS, the Board of Directors (the "Board") of EAST MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 5 (the "District") desires to obtain approval of the issuance of \$16,675,000 in bonds of the District to be called EAST MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 5 Unlimited Tax Contract Revenue Bonds, Series 2024; and

WHEREAS, the District must apply to the Texas Commission on Environmental Quality (the "Commission") for its investigation, report and approval of the Engineer's Report and data, profiles, maps, plans and specifications prepared in connection therewith; the Engineer's and the District's estimates of costs; the issuance of said bonds; and the District's proposed improvements and project, and to make a full written report thereon and file same in its office and furnish a copy thereof to the Board of the District and to do all other things required by law.

IT IS, THEREFORE, ORDERED BY THE BOARD OF DIRECTORS OF EAST MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 5 THAT:

I.

The District shall file an Application praying for the foregoing action by the Commission, for its approval of the foregoing bonds and items and for any other relief proper and necessary for the District. Said Application shall contain all allegations and information required by law and by the rules of the Commission.

II.

The President or Vice President of the District is authorized to make such Application, to execute same and to execute this Order on behalf of the Board of the District and the Secretary or Assistant Secretary is authorized to attest same on behalf of the District. The President or Vice-President or the attorneys for the District, or either of them, are hereby authorized to file said Application with said Commission and the President and the attorneys, or either of them, are authorized to do all things necessary or proper in connection with said Application and the obtaining of the approval of the Commission of the items herein set forth.

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PASSED, ADOPTED, and ORDERED this 25th day of March, 2024.



President, Board of Directors

ATTEST


Secretary, Board of Directors

(DISTRICT SEAL)



CERTIFICATE FOR APPLICATION

THE STATE OF TEXAS

COUNTY OF MONTGOMERY

EAST MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 5

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We, the undersigned officers of the Board of Directors (the "Board") of EAST MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 5 (the "District"), hereby certify as follows:

1. The Board convened in special session, open to the public, on the 25th day of March, 2024 at a designated meeting location outside the boundaries of the District, and the roll was called of the members of the Board, to-wit:

John Patterson	-	President
Larry Kijewski	-	Vice President
B. Layne Mashburn	-	Secretary
Charles Prause	-	Assistant Secretary
Nancy Walker	-	Assistant Secretary

All members of the Board were present, except the following: Director Kijewski, thus constituting a quorum. Whereupon, among other business, the following was transaction at such meeting:

APPLICATION FOR APPROVAL BY TEXAS COMMISSION ON ENVIRONMENTAL QUALITY OF PROJECT AND ISSUANCE OF BONDS

was duly introduced for the consideration of the Board. It was then duly moved and seconded that such Application be adopted; and, after due discussion, such motion, carrying with it the adoption of said Application, prevailed and carried by the following vote:

AYES: all present

NOES: none

2. A true, full, and correct copy of the aforesaid Application adopted at the meeting described in the above and foregoing paragraph is attached to and follows this Certificate; such Application has been duly recorded in said Board's minutes of such meeting; the above and foregoing paragraph is a true, full, and correct excerpt from the Board's minutes of such meeting pertaining to the adoption of such Application; the persons named in the above and foregoing paragraph are the duly chosen, qualified, and acting officers and members of the Board as indicated therein; each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance of the time, place, and purpose of such meeting and that such Application would be introduced and considered for adoption at such meeting and each of such officers and members consented, in advance, to the holding of such meeting for such purpose; such meeting was open to the public, as required by law, and public notice of the time, place and purpose of such meeting was given as required by V.T.C.A. Government Code, Chapter 551, as amended.

SIGNED AND SEALED this 25th day of March, 2024.

Bhn
Secretary, Board of Directors

(DISTRICT SEAL)



John Kijewski
President, Board of Directors

**APPLICATION FOR APPROVAL BY TEXAS COMMISSION ON ENVIRONMENTAL QUALITY OF
PROJECT AND ISSUANCE OF BONDS**

THE STATE OF TEXAS

COUNTY OF MONTGOMERY

EAST MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 5

TO THE HONORABLE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY:

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COMES NOW EAST MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 5 herein called "Applicant" or "District," and files and presents this Application and requests the Texas Commission on Environmental Quality (the "Commission") take such action thereon as provided by law, and would respectfully show the following:

I.

Applicant desires to issue a total of SIXTEEN MILLION SIX HUNDRED SEVENTY-FIVE THOUSAND and 00/100 Dollars (\$16,675,000) of bonds (the "Bonds"), pursuant to the proposition authorized by voters within the District at an election held on May 12, 2007 and at an election held on May 6, 2023.

II.

In connection with such Bonds and the projects and improvements to be financed from the proceeds of the sale of such Bonds, Applicant submits this Application for investigation, together with a copy of its Engineer's Report and a copy of data, profiles, maps, plans and specifications prepared in connection therewith. Applicant will furnish additional data and information requisite to a reasonable and careful investigation of the projects and the proposed improvements to the Commission or its designated agents upon request.

III.

There have been no changes in the District's boundaries or areas since creation.

IV.

Applicant has complied with Sections 49.010 and 49.054(e), Texas Water Code, as amended, pursuant to the Commission's Rules.

V.

Wages for the work to be performed and to be financed by the proceeds from the sale of the Bonds will not be below the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is to be performed.

VI.

Partial payments to the contractor or contractors performing the work to be financed with the proceeds of said Bonds will not exceed 90% of the amount due at the time of such payment, as shown by the estimates of Applicant's Engineers and reports of the District.

VII.

Applicant hereby requests waiver of the requirement that the developer be limited to two years accrued interest on reimbursable items, pursuant to 30 T.A.C. Section 293.50(b) and requests approval to reimburse developer for accrued interest up to five (5) years in accordance with Section 293.50(b)(2).

VIII.

Applicant hereby requests waiver of the requirement to include capitalized interest in the bond issue of at least six (6) months in accordance with 30 T.A.C. 293.50(b)(2).

IX.

Applicant requests a conditional waiver of the requirement that developer pay thirty percent (30%) of the construction costs of the facilities being funded with this bond issue and the requirement to submit a market study in accordance with 30 Texas Administrative Code §293.47(d)(2), (6), and (8).

X.

Applicant requests reimbursement for accrued interest for a period of up to five years from the completion date of the construction contracts in accordance with 30 Texas Administrative Code §293.50(b) and represents that the actual costs incurred by the developer plus the total allowed interest does not exceed present day costs for the facilities at the time of the purchase. Pursuant to 30 Texas Administrative Code §293.47(d), time limitations on accrued developer interest shall not apply to that portion of water and sanitary sewer lines serving or programmed to served 1,000 acres or more.

XI.

Applicant hereby requests an expedited 60-day review in accordance with 30 T.A.C. 293.42(b).

XII.

Applicant hereby requests that the Commission, pursuant to 30 T.A.C. 293.83, approve the use of Applicant's available surplus bond funds remaining from unlimited tax bonds previously approved by the Commission for payment towards the projects and improvements to be financed from the proceeds of the sale of the Bonds.

XIII.

It is in the best interest of Applicant and essential to Applicant's improvement program and progress that said Sixteen Million Six Hundred Seventy-Five Thousand and 00/100 Dollars (\$16,675,000) in bonds be approved by the Commission at this time.

NOW, THEREFORE, APPLICANT PRAYS that the Texas Commission on Environmental Quality investigate, report upon, and approve the feasibility of the proposed improvements, the Engineer's Report and data, profiles, maps, plans and specifications prepared in connection therewith, the Engineer's and Applicant's estimates of costs, the issuance of Sixteen Million Six Hundred Seventy-Five Thousand and 00/100 Dollars (\$16,675,000) in Unlimited Tax Contract Revenue Bonds, Applicant's proposed plans and improvements; and that this Honorable Commission approve all other matters and do all other things required of it by law, and by the Rules of this Honorable Commission in connection with this Application; and that this Honorable Commission make a full written report on the foregoing, file same in the Office of the Commission, furnish a copy of same to the Board of Directors of Applicant; and that Applicant may have other relief to which it may show itself justly entitled.

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Executed this 25th day of March, 2024.

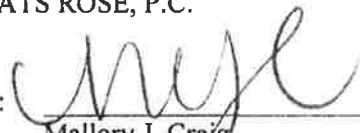
By: 
President, Board of Directors

ATTEST:
By: 
Secretary, Board of Directors

(DISTRICT SEAL)



COATS ROSE, P.C.

By: 
Mallory J. Craig
9 Greenway Plaza, Suite 1100
Houston, Texas 77046
(713) 651-0111

Attorneys for Applicant

STATE OF TEXAS §
COUNTY OF MONTGOMERY § KNOW BY ALL PERSONS THESE PRESENTS:
§

ENCROACHMENT AGREEMENT

This Encroachment Agreement (this “Agreement”) made and entered into this ___ day of _____, 2024, by and between TRUNKLINE GAS COMPANY, LLC, a Delaware limited liability company (hereinafter referred to as “TRUNKLINE”), with principal offices at 1300 Main Street, Houston, Texas 77002-5600, and EAST MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 5, with an office at 9 Greenway Plaza, Suite 1000, Houston, Texas 77046 (hereinafter referred to as “EMC.MUD5” whether one or more).

WITNESSETH:

WHEREAS, TRUNKLINE, its successors and assigns, is the holder of an easement granted by the William M. Rice Institute for the Advancement of Literature, Science and Art on April 11th, 1951 recorded in Volume 314, Pages 16-18 and holder of an easement granted by Earnest M. Gates and wife Lillian M. Gates on March 1st, 1951 recorded in Volume 310, Pages 566-567 of the Deed Records of Montgomery County, Texas (the “Easement”), being a right-of-way and easement thirty feet (30’) in width, to construct, lay, maintain, operate, alter, repair, remove, change the size of, and replace pipe lines and appurtenances thereto (including without limitation Cathodic Protection Equipment) for the transportation of oil, gas, petroleum products or any other liquids, gases, or substances with can be transported through pipe lines, extending over, through, along, and across all of that certain parcel or tract of land a part of the Pryor Bryan Survey, Abstract 76 containing 67.98 acres of land, more or less and All of that certain parcel or tract of land being the entire A. P. Frederick Survey Abstract 211 and containing 1553 acres of land, more or less, of the Deed Records of Montgomery County, Texas, and more particularly described therein (the “Premises”); and

WHEREAS, pursuant to the authority contained in said Easement, TRUNKLINE has constructed and currently operates and maintains a twenty-four-inch (24”) high-pressure natural gas pipeline (hereinafter referred to as the “Pipeline Facilities”) across and through a portion of the Premises, as shown on Exhibit “A” attached hereto (the “Easement Area”); and

WHEREAS, in connection with the development of the Tavola West Sections 8 and 9, EMC.MUD5 plans to install and construct the following (hereinafter referred to as the “Encroachment”) upon a portion of the Easement Area, as depicted on Exhibit “A” attached hereto:

- Buscemi Drive;
- 8-inch Water Line;
- 8-inch Sanitary Sewer Line;

WHEREAS, EMC.MUD5 has been advised by TRUNKLINE that TRUNKLINE is a natural gas transmission company; and

WHEREAS, EMC.MUD5 has requested permission from TRUNKLINE to maintain, use, and enjoy the Encroachment upon that portion of the Easement Area shown on Exhibit “A” (the “Encroachment Area”); and



WHEREAS, TRUNKLINE is willing to grant such permission upon the terms and conditions set forth as follows.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. TRUNKLINE hereby grants permission to EMC.MUD5 to maintain, operate, and use the Encroachment, subject to the following conditions:

- A. EMC.MUD5 assumes all risks for damages, injuries, or loss to either property or persons, which may be incurred by EMC.MUD5 or its agents, invitees, or licensees present on or in the vicinity of the Encroachment Area and in any way associated with said Encroachment. Any maintenance or improvements to or repairs of the Encroachment shall be the sole responsibility, and performed at the sole cost and expense, of the EMC.MUD5 or its successors and assigns.
- B. The permission granted herein is limited exclusively to the Encroachment within the Encroachment Area. EMC.MUD5 shall not alter, or permit the alteration of, the grade of the Encroachment Area without the prior express written consent of TRUNKLINE. EMC.MUD5 shall be solely responsible for, and shall bear the expense of repairs attributable to, any loss of subjacent or lateral support for the Encroachment Area and/or the Pipeline Facilities caused by the Encroachment.
- C. EMC.MUD5 shall provide a minimum of forty-eight (48) hours' notice to TRUNKLINE prior to any work, including installation, construction, excavation, or demolition on parcels encumbered by the Encroachment Area by calling 811. Upon such notice by EMC.MUD5, TRUNKLINE may elect to have a TRUNKLINE representative, whether one or more ("Representative"), to be present during any construction activities within the Encroachment Area. The Representative shall have the authority to stop any work performed by EMC.MUD5 and/or any of its contractors, if the work is believed to be inconsistent with the final plans, noncompliant with this Agreement or considered unsafe by the Representative, acting reasonably. This provision shall apply each time work is to be performed within the Encroachment Area.
- D. EMC.MUD5 shall, at all times, conduct all of their activities within the Encroachment Area in such a manner as not to interfere with or impede the operation, safety, or maintenance of the Pipeline Facilities and activities in any manner whatsoever. In the event TRUNKLINE reasonably determines that the safety, operation, or maintenance of the Pipeline Facilities is impaired by the Encroachment, EMC.MUD, or its successors and assigns, shall remediate such impairment or reimburse TRUNKLINE for its reasonable costs incurred in remediating such impairment.
- E. EMC.MUD5 shall not plant any trees or construct any fences within the Encroachment Area. Impoundment of water within the Encroachment Area will not be allowed due to/or caused by earthwork improvements outside the Encroachment Area.

2. Should TRUNKLINE be reasonably required to remove any portion of the Encroachment within the Encroachment Area to construct, maintain, operate, repair, replace, remove, or resize TRUNKLINE's existing or additional Pipeline Facilities, EMC.MUD5 or its successors and assigns, shall pay the reasonable cost of removing, replacing, or reinstalling such removed portion of the Encroachment. In addition, all repair and maintenance work performed by TRUNKLINE on its existing or additional Pipeline Facilities located on the Premises, shall be performed in a reasonable and workmanlike manner and TRUNKLINE shall restore the surface and grade of the Premises where the work is performed.

3. The parties hereto understand that this Agreement in no way constitutes a waiver by TRUNKLINE of its rights to enjoy the Premises or the Easement Area unencumbered by the construction and operation of the Encroachment.

4. The provisions of the Easement, and all rights, powers, privileges, and duties, obligations, and liabilities created thereby, remain in full force, effect and are not affected hereby except to the extent and in the manner set forth above.

5. Except with respect to (a) the portions of the Encroachment that are public roads that may be hereinafter dedicated to and accepted by Montgomery County into its road maintenance program and (b) any Affiliate of EMC.MUD5, this Agreement may not be assigned by EMC.MUD5, in whole or in part, without the prior express written consent of TRUNKLINE, which consent shall not be unreasonably withheld so long as any such permitted assignee agrees to be bound by and to comply with all the terms and conditions of this Agreement. Any assignment made in contravention of this provision shall be deemed null and void and of no force and effect whatsoever. As used in this section, "Affiliate" is as defined by the rules and regulations of the Securities and Exchange Commission.

6. EMC.MUD5 agrees, that should TRUNKLINE reasonably need to utilize any portion of the Encroachment Area, to perform any pipeline operations in the future, EMC.MUD5 shall allow TRUNKLINE to utilize same without any compensation or payment due to any interference caused to EMC.MUD5's business.

7. This instrument and the covenants and agreements herein contained shall extend to and be binding upon the heirs, executors, administrators, successors, and permitted assigns of the parties and the benefits of this Agreement shall run with the land.

[Remainder of page left blank; Signatures follow]

“EMC.MUD5”

**EAST MONTGOMERY COUNTY MUNICIPAL
UTILITY DISTRICT NO. 5**

Sign: _____

Print Name: _____

Title: _____

STATE OF TEXAS

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COUNTY OF _____

The foregoing instrument was acknowledged before me on this _____ day of _____, 2024 by _____, _____ of _____, the authorized agent of _____, on behalf of said _____.

(S E A L)

Notary Public
My Commission Expires _____

This Instrument To Be Returned To:

Keith Tyree – Right of Way Dept.
Trunkline Gas Company LLC
1300 Main Street, 19th Floor
Houston, Texas 77002-5600

Exhibit "A"
Depiction of the Easement Area and Encroachment Area

(attached)

Exhibit "A"

MUNICIPAL SOLID WASTE AGREEMENT

This Municipal Solid Waste Agreement (this "Agreement") is entered into as of the 28th day of February, 2024, between the **EAST MONTGOMERY COUNTY MUNICIPAL UTILITY DISTRICT NO. 5** ("District"), and **WASTE MANAGEMENT OF TEXAS, INC.** ("Contractor"), a Texas corporation, acting by and through its duly authorized representative.

WITNESSETH:

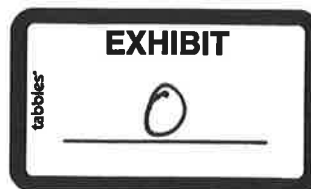
WHEREAS, subject to the terms herein, District desires to grant to Contractor the exclusive right to operate and maintain the service of collection, transportation, and disposal of residential garbage and trash, and residential recycling, over, upon, along and across the present and future streets, alleys, bridges, and public properties, subject to the terms of this Agreement; and

WHEREAS, Contractor desires to operate and maintain the service of collection and transportation of residential garbage and trash, and residential recycling, over, upon, along and across the present and future streets, alleys, bridges, and public properties, subject to the terms of this Agreement.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties hereto agree as follows:

1. DEFINITIONS:

- 1.01. **Brush:** Any cuttings or trimmings from trees, shrubs, or lawns, and similar materials that are three (3) feet or less in length and four (4) inches or less in diameter. The term "Brush" specifically excludes material resulting from services of a Commercial Service Provider.
- 1.02. **Bulky Waste:** Furniture, bicycles (without tires), refrigerators that have CFCs removed by a certified technician, stoves, loose brush greater than three (3) feet in length or four (4) inches in diameter, and other oversized wastes which are customary to ordinary housekeeping operations of a Residential Unit and whose large size precludes or complicates its handling by normal solid waste collection, processing or disposal methods.
- 1.03. **Bundle or Bundles:** Tree, shrub and brush trimmings securely tied together forming an easily handled package, not to exceed four (4) feet in length, six (6) inches in diameter, or fifty (50) pounds in weight.
- 1.04. **Commercial Unit:** All commercial and industrial businesses and establishments, including, but not limited to, stores, offices, restaurants, warehouses, and manufacturing facilities, premises, locations or entities, public or private, within the District's jurisdiction.
- 1.05. **Commercial Waste:** All Garbage, Rubbish, and Refuse generated by a Commercial Unit, excluding Unacceptable Waste.
- 1.06. **Construction Debris:** Waste building materials resulting from construction, remodeling, repair, or demolition operations that are directly or indirectly the by-products of



construction work or that result from demolition of buildings or other structures, but specifically excluding inert debris, land-clearing debris, yard debris, or used asphalt, asphalt mixed with dirt, sand, gravel, rock, concrete, or similar materials.

- 1.07. **Contractor:** Waste Management of Texas, Inc.
- 1.08. **Customer:** The owner or tenant of a Residential Unit located within the District and identified by the District as being eligible for and in need of the services provided by the Contractor under this Agreement.
- 1.09. **Dead Animals:** Animals or portions thereof that have expired from any cause except those slaughtered or killed for human use.
- 1.10. **Disposal Site:** A duly permitted sanitary landfill selected by Contractor.
- 1.11. **District:** East Montgomery County Municipal Utility District No 5.
- 1.12. **Dumpster:** Metal receptacle designed to be lifted and emptied mechanically for use only at Commercial Units.
- 1.13. **Garbage:** Solid Waste consisting of putrescible or animal and vegetable waste materials resulting from the handling, preparation, cooking, and consumption of food, including waste materials from markets, storage facilities, handling and sale of produce and other food products, and all Dead Animals of less than ten pounds (10 lbs.) in weight, except those slaughtered for human consumption.
- 1.14. **Hazardous Waste:** Any Solid Waste identified or listed as a hazardous waste by the administrator of the Environmental Protection Agency under the Federal Solid Waste Disposal Act as amended by RCRA, 42 U.S.C. §6901, *et. seq.*, as amended.
- 1.15. **Household Hazardous Waste:** Household Hazardous Waste: Waste generated by a Customer at a Residential Unit of the type designated as eligible Waste in the "At Your Door Special Collection Program" described in "Exhibit A" attached hereto in incorporated herein for all purposes.
- 1.16. **Material Recovery Facility (MRF):** A facility that receives and processes Single Stream Materials and/or Recyclables for resell, reuse, or recovery.
- 1.17. **Medical Waste.** Waste generated by health care related facilities and associated with health care activities, not including Garbage or Rubbish generated from offices, kitchens, or other non-health-care activities. The term includes Special Waste from health care-related facilities which is comprised of animal waste, bulk blood and blood products, microbiological waste, pathological waste, and sharps as those terms are defined in 25 TAC §1.132 (relating to Definitions).
- 1.18. **Non-Recyclables:** Any materials in the Single Stream Materials or Recyclables that are not Recyclables.

- 1.19. **Polycart:** A rubber-wheeled receptacle with a maximum capacity of 90 - 96 gallons constructed of plastic, metal and/or fiberglass, designed for automated or semi-automated solid waste collection systems, and having a tight-fitting lid capable of preventing entrance into the container by small animals. The weight of a Polycart and its contents shall not exceed 175 lbs.
- 1.20. **Recyclable Material or Recyclables:** A material that has been recovered or diverted from the non-hazardous waste stream for purposes of reuse, recycling, or reclamation, a substantial portion of which is consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials. Recyclable Material is not solid waste. However, Recyclable Material may become Solid Waste at such time, if any, as it is abandoned or disposed of rather than recycled, whereupon it will be solid waste, with respect to the party actually abandoning or disposing of such material.
- 1.21. **Recycling Container:** A Contractor owned rubber-wheeled receptacle with a maximum capacity of 90 - 96 gallons constructed of plastic, metal and/or fiberglass, designed for automated or semi-automated solid waste collection systems, and having a tight-fitting lid capable of preventing entrance into the container by small animals. The weight of a Polycart and its contents shall not exceed 175 lbs.
- 1.22. **Refuse:** Same as Rubbish.
- 1.23. **Residential Unit:** A residential dwelling within the service area of the District occupied by a person or group of persons comprising not more than four families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.
- 1.24. **Residential Waste:** All Refuse, Garbage and Rubbish generated by a Customer at a Residential Unit, excluding Unacceptable Waste.
- 1.25. **Rubbish:** Nonputrescible Solid Waste (excluding ashes), consisting of both combustible and noncombustible waste materials. Combustible rubbish includes paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, yard trimmings, leaves, or similar materials; noncombustible rubbish includes glass, crockery, tin cans, aluminum cans, metal furniture, and similar materials that will not burn at ordinary incinerator temperatures (1,600 degrees Fahrenheit to 1,800 degrees Fahrenheit).
- 1.26. **Single Stream Materials:** All materials deposited by a Customer in the Customer's Recycling Container, including any Recyclables and Non-Recyclables.
- 1.27. **Solid Waste or Waste:** All Residential Waste to be collected by Contractor pursuant to this Agreement. The term "Solid Waste" or "Waste" specifically excludes Unacceptable Waste.
- 1.28. **Special Waste:** Waste that requires special handling and management due to the nature of

the waste, including, but not limited to, the following: (A) containerized waste (e.g. a drum, barrel, portable tank, box, pail, etc.), (B) waste transported in bulk tanker, (C) liquid waste, (D) sludge waste, (E) waste from an industrial process, (F) waste from a pollution control process, (G) residue and debris from the cleanup of a spill or release of chemical(s), or (H) any other waste defined by applicable law, rule or regulation as "Special Waste."

- 1.29. **Third Party Provider:** A commercial business enterprise or commercial service provider providing services to Residential Units.
- 1.30. **Unacceptable Waste:** Any waste or material that (i) the acceptance and handling of which by Contractor would cause a violation of any permit, condition, legal or regulatory requirement, (ii) substantial damage to Contractor's equipment or facilities, or (iii) contains information (in hard copy or electronic format) that is protected or regulated under any local, state or federal privacy or data security laws, including without limitation, the Health Insurance Portability and Accountability Act (HIPAA), or (iv) presents a danger to the health or safety of the public or Contractor's employees, and/or (v) is or contains Hazardous Waste, Special Waste, untreated Medical Waste, Dead Animals weighing ten pounds (10 lbs.) or greater, or (vi) is or contains solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit, or (vii) is soil, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvements, or (viii) results from activities associated with the exploration, development, or production of oil or gas or geothermal resources.
- 1.31. **Unusual Accumulations:** Any Residential Unit Waste or Single Stream Materials placed curbside for collection in excess of the volumes permitted by this Agreement or placed outside a Polycart. Contractor has the right to take photographic evidence of Unusual Accumulations, and to assess an overage charge for the collection of such Unusual Accumulations.

2. **GRANT OF EXCLUSIVE FRANCHISE:**

Contractor is hereby granted the exclusive right and privilege within the corporate limits of the District to conduct business for the purpose of collection and disposal of Waste from Residential Units and collection of Recyclable Materials from Residential Units, subject to the terms hereof, including any tracts, territories and areas hereafter annexed to or acquired by District.

3. **TERM:**

The term of this Agreement shall commence March 1, 2024 ("Commencement Date"), and continue remain in full force and effect through July 31, 2027; provided, however, the term of this Agreement shall automatically extend without further action of the parties for additional terms of one (1) year, each, unless, not less than ninety (90) days before the termination of the then current term, one party advises the other in writing of its desire to terminate this Agreement at the conclusion of the then current term of the Agreement.

4. **RATES:**

Contractor is authorized to charge, and shall receive from the District, a rate of \$23.33 per Residential Unit per month ("Base Rates") as payment in full for all services provided to the District. The Base Rates are subject to adjustment as set forth in Section 8 below.

5. CONTRACTOR SERVICES:

5.01 Residential Collection:

(a) Contractor shall collect Residential Waste generated at a Residential Unit and placed in that Residential Unit's Polycart twice per week during the term of this Agreement. Waste Polycarts shall be placed within three (3) feet of the curb, swale, paved surface of the roadway, or other location agreed to by Contractor and Customer that will provide safe and efficient accessibility to Contractor's collection crew and vehicle. Contractor has no obligation to collect any Residential Waste not properly placed into a Polycart.

(b) Construction Debris generated at a Residential Unit by a Third-Party Provider shall be deemed Commercial Waste and is outside the scope of this Agreement. Construction Debris generated at a Residential Unit by the owner or tenant of that Residential Unit, and not utilizing the services of a Third-Party Provider, shall be subject to the Bulky Waste limitations set forth in this Agreement.

5.02 Residential Brush/Bulky Waste Collection: Contractor shall provide every other week collection service to Residential Units for collection of Bulky Waste. Contractor agrees to collect up to, but not to exceed, two (2) items of Bulky Waste per week from each Residential Unit. Contractor shall have no obligation to collect any Bulky Waste in excess of the above volumes, or any Construction Debris produced by a Commercial Service Provider hired by a Customer and generated and located at that Residential Unit. Bulky Waste shall be placed within three (3) feet of the curb, swale, paved surface of the roadway, closest accessible roadway, or other location agreed to by Contractor and Customer that will provide safe and efficient accessibility to Contractor's collection crew and vehicle.

5.03 Residential Recyclables Collection:

(a) **Frequency.** Contractor shall provide once every other week collection service of Recyclables placed in Recyclable Containers from Residential Units. Contractor shall not be required to collect any Recyclable Materials that are not placed in a Recycling Container. In addition, Contractor shall not be required to collect Recyclable Materials if the Customer does not segregate the Recyclable Materials from the remainder of the Residential Waste.

(b) Recyclables Specifications.

RECYCLABLES must be dry, loose (not bagged) and include ONLY the following:

Aluminum cans - empty	Newspaper
PET bottles with the symbol #1 – with screw tops only - empty	Mail
HDPE plastic bottles with the symbol #2 (milk, water bottles detergent, and shampoo	Magazines, glossy inserts and pamphlets

bottles, etc.) – empty	
Plastic containers with symbols #3-#7 – empty (no expanded polystyrene)	Uncoated paperboard (ex. cereal boxes; food and snack boxes)
Steel and tin cans – empty	Uncoated printing, writing and office paper
Phone books	Old corrugated containers/cardboard (uncoated)
Glass food and beverage containers – brown, clear, or green - empty	Cartons
Aseptic containers	

NON-RECYCLABLES include, but are not limited to the following:

Plastic bags and bagged materials (even if containing Recyclables)	Microwaveable trays
Mirrors	Window or auto glass
Light bulbs	Coated cardboard
Porcelain and ceramics	Plastics unnumbered
Expanded polystyrene	Coat hangers
Glass and metal cookware/bakeware	Household appliances and electronics
Hoses, cords, wires	Yard waste, construction debris, and wood
Flexible plastic or film packaging and multi-laminated materials	Needles, syringes, IV bags or other medical supplies
Food waste and liquids, containers containing such items	Textiles, cloth, or any fabric (bedding, pillows, sheets, etc.)
Excluded Materials or containers which contained Excluded Materials	Napkins, paper towels, tissue, paper plates, paper cups, and plastic utensils
Any Recyclable materials or pieces of Recyclables less than 4” in size in any dimension	Propane tanks, batteries

(c) **Delivery Specifications.** Recyclables shall not contain Non-Recyclables or Unacceptable Waste. Contractor may reject in whole or in part, or may process, in its sole discretion, Recyclables not meeting the specifications, and the District shall pay and reimburse Contractor for all costs, losses and expenses incurred with respect to such non-conforming Recyclables including costs for handling, processing, transporting and/or disposing of such non-conforming Recyclable Materials which charges may include an amount for Contractor's operating or profit margin. Without limiting the foregoing, District shall pay a contamination charge for additional handling, processing, transporting and/or disposing of Non-Recyclables, Unacceptable Materials, and/or all or part of non-conforming loads and additional charges may be assessed for bulky items such as appliances, concrete, furniture, mattresses, tires, electronics, pallets, yard waste, propane tanks, etc. Contractor reserves the right upon notice to discontinue acceptance of any category of Recyclables set forth above as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials.

(d) **Recycling Market Changes:** The market for Recyclables continues to evolve and is volatile. As such, Contractor cannot make any representations as to the marketability of the Recyclables,

and when no reasonable commercial market exists for a commodity, Contractor and/or the MRF reserves the right to dispose of that material. Contractor also reserves the right to add or delete materials from the list of Recyclables based upon requests, demands, or requirements made by the MRF, changes in market conditions, uncontrollable circumstances, governmental restraint, or changes in foreign or domestic laws, rules, regulations, orders, proclamations, or ordinances or the enforcement thereof, and Contractor will provide written notice to the District of those changes. In the event that such a request, demand, requirement, or change has the effect of materially altering the terms of this Agreement or substantially affects the benefit(s) bargained for by the parties, the parties agree to amend the terms of the recycling portion of the Agreement to reflect the current market or legal conditions.

5.04 Residential Carts:

(a) Contractor shall provide one (1) Polycart and one (1) Recycling Container to each Residential Unit. Polycarts and Recycling Containers (together, the "Carts") shall be placed by the Customer of a Residential Unit in a location that is readily accessible to Contractor and its collection equipment, not to exceed three (3) feet from the curb or edge of the travel portion of the street, road or alley, and not to be located in a manner that will block the driveway or mailbox or otherwise inhibit proper servicing. The District shall aid Contractor in resolving problems of Cart location by the Customer. Customers shall not overload Carts, and the Carts shall be loaded such that the lids shall close securely.

(b) Contractor shall not be required to collect (i) any Residential Waste or Recyclables that are not placed in a Polycart, (ii) any Residential Waste or Recyclables from a Polycart that is overloaded by weight or volume, or (iii) a Polycart that is not properly placed curbside.

(c) The Carts furnished by the Contractor hereunder shall remain the property of Contractor, and the Customer will have no interest in the Carts. The Carts shall remain at the location of the Residential Unit where delivered by Contractor. The Customer shall be responsible for all loss or damage to the Carts, except for normal wear and tear or for loss or damage resulting from Contractor's handling of the equipment. Any Cart removed from a Residential Unit shall be deemed lost, and Contractor shall be entitled to compensation by the District therefor. Additional Carts are available for residential Customers at an additional charge to be paid by the Customer. In the event a Cart should be lost or damaged, Contractor agrees to replace such lost Cart with a new Cart, at a cost of \$95.00 to the District, as to a Polycart, and \$95.00 as to a Recycling Container.

5.05. **Unusual Accumulations Collection:** Contractor shall have no obligation to collect Unusual Accumulations, and may charge for the collection, handling, or clean-up of any Unusual Accumulations.

5.06. **Unacceptable Waste:** Contractor shall not be obligated to collect Unacceptable Waste. Title to Unacceptable Waste shall not pass to Contractor, and liability for any Unacceptable Waste shall remain with the generator of such Waste.

6. COLLECTION OPERATION:

- 6.01. **Hours of Operation:** Collection of Residential Waste shall begin no earlier than 7:00 A.M. and shall generally not extend beyond 7:00 P.M. No collection shall be made on Sunday.
- 6.02. **Routes of Collection:** Collection routes shall be established by the Contractor as reasonably approved by District. District shall provide Contractor with maps of the District containing sufficient detail for Contractor to design collection routes. Unless otherwise specified, Contractor shall perform the services designated herein on each Tuesday and Friday for Residential Waste Collection, every other Friday for Brush/Bulky Waste Collection and every other Tuesday for Residential Recycle Collection. Contractor reserves the right to change or alter the times and routes of collection. Contractor shall give at least five (5) business days' notice if any such action is contemplated.
- 6.03. **Holidays:** The following shall be holidays for purposes of this Agreement:
New Year's Day Thanksgiving Day Christmas Day
- If an observed holiday falls on a regular scheduled Residential and Bulky Waste Collection Day, no service will be provided. Residential and Bulky Waste Collection service will be delayed by one day during the week of an observed holiday.
- If the regular scheduled service day falls on or after the observed holiday, Residential and Bulky Waste Collection service will be provided one day later than the regular scheduled service day. Regular Residential and Bulky Waste Collection service will resume the following week.
- 6.04. **Complaints:** Customer complaints shall be directed by the District to Contractor, and Contractor shall promptly resolve such complaint based on the nature of the complaint. Contractor shall be responsible for maintaining a log of complaints based on the information provided to Contractor by the District. Any alleged missed pickups will be investigated and, if such allegations are verified, Contractor shall arrange for collection on the next business day after receipt of such complaint. If the missed pickup is a result of Customer related acts or omissions, the District shall take appropriate action to inform such Customer to subsequently properly set out such Waste.
- 6.05. **Collection Equipment:** Contractor, at its sole cost and expense, agrees to furnish, all trucks, equipment, machines, and labor which are reasonably necessary to adequately, efficiently, and properly collect and transport Waste from Customers serviced by Contractor in accordance with this Agreement. All motor vehicles used in performance of the obligations herein created shall be clearly marked with the Contractor's name and unit number. All collection equipment shall be maintained in an efficient working condition throughout the term of this agreement. Such vehicles shall be maintained and painted as often as necessary to preserve and present a well-kept appearance, and Contractor shall have a regular preventive maintenance program. District may inspect Contractor's vehicles at any time to ensure compliance of equipment with this Agreement. Such vehicles shall be washed and painted or repainted as often as necessary to keep them in a neat and sanitary condition.
- 6.06. **Disposal:** The Contractor shall deliver Waste collected to a duly permitted Disposal Site

operated in compliance with rules stipulated by the applicable state agency and/or the U.S. Environmental Protection Agency.

- 6.07. **Spillage:** The Contractor shall not be responsible for scattered Waste unless the same has been caused by Contractor, in which case all scattered Waste shall be timely collected by Contractor.
- 6.08. **Protection From Scattering:** Each vehicle shall be equipped with a cover which may be net with mesh not greater than one and one-half (1-1/2) inches, or tarpaulin, or fully enclosed metal top to prevent leakage, blowing or scattering of Waste onto public or private property.
- 6.09. **Point of Contact.** All dealings and contacts between Contractor and the District shall be directed between the Public Sector representative of Contractor, or such other individual identified by Contractor, and the Contract Administrator designated by the District.
- 6.10. **License and Taxes:** Contractor shall obtain at its sole expense all licenses and permits required by the State to perform the service and shall maintain same in full force and effect.

7. **BILLING:**

District shall provide billing and bill collection services for Residential Units during the term of this Agreement. Within fifteen (15) days of the end of each month during which collection services are provided by Contractor hereunder, Contractor shall submit to the District an invoice setting forth sums due by the District to Contractor for services rendered under this Agreement for the prior month. District shall remit to Contractor payment for such services within forty-five (45) days after receipt of invoice. Past due invoices shall bear interest at the highest rate permitted by law. The District shall notify Contractor in writing of any Customer that District direct bills and that has failed to timely pay the District for waste collection services, and Contractor shall have the right to suspend service to such delinquent Customer until notified by the District to resume such services. If Contractor suspends service to a Customer for failure to timely pay invoices, Contractor has the right to charge a service reactivation fee. If Contractor suspends service to a Customer for failure to timely pay Contractor invoices, Contractor has the right to assess a finance charge or late payment fees to the Customer if such service to the Customer is reinstated.

8. **MODIFICATION TO RATES:**

8.01 **CPI Adjustment:** Beginning on March 1, 2025 and each March 1 thereafter (the "Adjustment Date"), the current Base Rates, as adjusted hereunder, shall be automatically increased by ninety percent (90%) of the percentage increase of the Consumer Price Index, series CUSR0000SEHG02 CPI-U Garbage & Trash Collection Services, US City Average, not seasonally adjusted, as published by the United States Department of Labor, Bureau of Labor Statistics ("CPI-U"). The US Bureau of Labor Statistics currently publishes these values on their website at the following location: <https://data.bls.gov/pdq/SurveyOutputServlet>. The CPI-U adjustment will be calculated using the change in the 12-month annual average of monthly CPI-U index values between the month of December to the month of November of the year immediately prior to the Adjustment Date, and the month of December to the month of November of the year before. Adjustments to the Contractor's service rates shall be made in units of one cent (\$0.01). Fractions less than one

cent (\$0.01) shall not be considered when making adjustments.

8.02 **Fuel Adjustment:** Beginning on March 1, 2025, and each March 1 thereafter (the “Adjustment Date”), the current Base Rates, as adjusted hereunder, shall be automatically increased by ten percent (10%) of the percentage increase of the Energy Information Administration (EIA) Natural Gas (Texas), Commercial Price Index, as published by the United States Energy Information Administration. The EIA/DOE currently publishes these prices on their website at the following location: <https://www.eia.gov/dnav/ng/hist/n3020tx3m.htm>. The Natural Gas fuel adjustment will be calculated using the change in the 12-month annual average of monthly EIA fuel index values between the month of December to the month of November of the year immediately prior to the adjustment date, and the month of December to the month of November of the year before. Adjustments to the Contractor’s service rates shall be made in units of one cent (\$0.01). Fractions less than one cent (\$0.01) shall not be considered when making adjustments.

Contractor will provide the District with at least 30 days’ written notice of the Base Rate increase, which notice shall include the calculation used to determine the CPI Adjustment and Fuel Adjustment for the relevant period (in a format similar to that shown in the Annual Modification to Rates Example below).

Annual Modification to Rates Example:

Garbage and trash collection in U.S. city average, all urban consumers, not seasonally adjusted (Series ID CUUR00005ERG02)

Year	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	Total	e
2023	544.546	547.554	548.187	548.706	558.254	561.090	563.816	565.185	570.412	579.697	576.773	580.124	6176.159	514.597
2022	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	5823.010	465.251
	516.440	517.202	521.185	524.408	529.934	530.114	529.063	532.538	533.078	538.319	540.719	542.964		
	5.442%	5.869%	5.181%	4.633%	5.344%	5.843%	6.571%	6.130%	7.003%	6.945%	6.668%	6.823%		6.048%

Natural Gas Texas Commercial (N3020TX3M) <https://www.eia.gov/dnav/ng/hist/n3020tx3m.htm>

Year	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	Total	e
2023	12.950	13.270	13.160	14.730	14.940	13.820	11.800	12.210	11.620	10.380	8.680	9.170	134.420	11.202
2022	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	108.530	9.044
	8.750	8.830	9.280	9.860	10.260	11.020	10.660	10.300	9.160	9.490	9.970	11.260		
	46.857%	50.283%	41.810%	49.391%	45.756%	25.408%	10.694%	18.544%	26.856%	9.378%	-12.938%	-18.561%		23.855%

	Weight%	Average from Prev Yr	Average Current	Percentage Change	Weighted Percentage
CPI G&T	90%	465.251	514.597	6.05%	5.44%
Fuel	10%	9.044	11.202	23.86%	2.33%
					7.83%

8.03 **Additional Adjustments:** Contractor shall also be entitled to petition the District for an increase in Base Rates from time to time during the term of this Agreement, and upon thirty (60) days’ written notice to the District, to offset any change in conditions which increase the Contractor’s costs, including but not limited to, increases in disposal costs, increases in landfill fees, changes in the ordinances under which the Contractor is to operate, or changes in federal, state or local laws, rules or regulations. Documentation of such increases shall be submitted to the District at its request. Any such increase shall not be effective until approved by the District. If

the District denies or takes no action on Contractor's written request, then the Contractor shall have the right to terminate this Agreement upon at least sixty (60) days written notice to the District.

9. DISTRICT'S OBLIGATIONS:

The District agrees to perform all obligations required of the District pursuant to the terms of this Agreement, including, but not limited, the following:

- (a) The District shall communicate District decisions to Contractor on a timely basis from time to time as required under this Agreement;
- (b) The District shall provide the total number of Residential Units to the Contractor no later than the 25th day of each month (i.e., the total house count that is to receive Contractor services). Contractor will use that monthly Residential Unit total in its next invoice to the District. If the District fails to provide a number, Contractor has the right to use the prior house count for invoicing purposes. Contractor has no responsibility for any incorrect house counts provided by the District, but has the right, in its discretion, to verify the Residential Unit count information provided by the District. Any error or mistakes in the Residential Unit count provided by the District to Contractor shall be corrected within six months of the date provided or the mistake is waived and released by both parties;
- (c) The District shall timely pay Contractor pursuant to Section 7 of this Agreement;
- (d) The District shall timely inform Contractor of complaints made by Customers;
- (e) The District shall work with Contractor in good faith to resolve complex Customer service issues; and
- (f) The District shall educate Customers to encourage, promote and obtain proper Waste disposal and recycling as required by this Agreement, including educating Residential Unit Customers to assure proper and timely Waste set out, and proper recycling techniques to minimize commingling of Waste and Recyclables.

10. DISASTER EVENT:

Contractor and District understand and agree that, in the event of a hurricane, tornado, major storm, flood, natural disaster, war, act of terrorism, or other act of God ("Disaster Event"), Contractor shall have no obligation under this Agreement to collect any material or debris resulting from the Disaster Event. The District has the right to engage a contractor of its choice to collect material or debris resulting from a Disaster Event.

11. COMPLIANCE WITH LAWS:

Contractor, its officers, agents, employees, contractors, and subcontractors, shall abide by and comply with all existing laws and laws which may be enacted by the federal, state, and local governments. It is expressly agreed that nothing in this Agreement shall be construed in any manner to abridge the right of the District to pass or enforce necessary police and health regulation for the protection of its inhabitants. It is further agreed and understood that, if the District calls the

attention of the Contractor to any such violations on the part of the contractor, its officers, agents, employees, contractors, or subcontractors, then Contractor shall immediately desist from such activity and correct such violation.

12. CONTACT HOURS:

Contractor shall maintain a telephone service or such other facility through which it may be contacted by telephone without charge. Such service shall be equipped with sufficient telephones and shall have a responsible person in charge between the hours of 8:00 AM and 5:00 PM, Monday through Friday.

13. ENFORCEMENT:

Contractor shall have all rights and remedies available to it under Texas law to collect delinquent payment of fees by District and/or Customers. The District agrees to take reasonable steps necessary and permitted by law to require Customers to comply with the terms of this Agreement.

14. DISPOSAL FACILITY:

Contractor shall maintain during the term here of adequate disposal availability at a permitted, licensed disposal facility with capacity for the District's needs.

15. TERMINATION:

Except as otherwise provided herein, if either party defaults in the performance of any of the covenants or conditions contained herein, and fails to cure such default within thirty (30) days after the non-defaulting party has given the defaulting party written notice of such default (or if such default is of a nature that it cannot be cured within such thirty (30) day period, the defaulting party fails to commence the curing of such default within such thirty (30) day period, and fails to thereafter diligently pursue the curing thereof) (the "Cure Period"), the non-defaulting party may: (a) terminate this Agreement as of any date which the non-defaulting party may select, provided said date is at least thirty (30) days after the expiration of the Cure Period; (b) cure the default at the expense of the defaulting party; and/or (c) have recourse to any other right or remedy to which it may be entitled by law, including, but not limited to, the right to all damages or losses suffered as a result of such termination. In the event either party waives default by the other party, such waiver shall not be construed or determined to be a continuing waiver of the same or any subsequent breach or default.

16. DISPUTE RESOLUTION:

The parties shall endeavor to settle all disputes under, or relating to, this Agreement by amicable negotiations. Except as otherwise provided herein, any claim, dispute, disagreement or controversy that arises among the parties under or relating to this Agreement that is not amicably settled shall be submitted to mediation. If the parties remain unable to resolve the controversy through mediation, then either party may pursue their claim, dispute, disagreement or controversy in a court with proper venue in the state of Texas.

17. FORCE MAJEURE:

The performance of this Agreement may be suspended, and the obligations of either party excused in the event of and during the period that such performance is prevented or delayed by a Force Majeure occurrence. "Force Majeure" shall mean (a) An act of God, including hurricanes, tornadoes, landslides, lightning, earthquakes, weather conditions, fire, flood, explosion, sabotage or similar occurrence, acts of a public enemy, extortion, war, blockade or insurrection, riot, civil disturbance, strike or other labor disturbances, foreign or domestic governmental actions or regulations, governmental requests or requisitions for national defense, or breakdown or injury to, or shortage in, facilities used for the handling, processing or transportation of Solid Waste or Recyclables or any other similar cause beyond the reasonable control of either party; or (b) a Change in Law. "Change in Law" means (i) the adoption, promulgation, enforcement, or modification or reauthorization after the date of this Agreement of any foreign or domestic law, regulation, order, statute, ordinance, rule or binding governmental ruling or order that was not adopted, promulgated, enforced, modified or reauthorized on or before the date of this Agreement, or (ii) the imposition of any material conditions in connection with the issuance, renewal, or modification of any permit, license, registration, notice of intent or approval after the date of this Agreement, which in the case of either (a) or (b) establishes requirements affecting a party's operation under this Agreement more burdensome than the requirements that are applicable to such party and in effect as of the date of this Agreement. A change in any federal, State, county, or other tax law or workers compensation law shall not be a Change of Law. However, in the event that a federal, State or local entity imposes a fee, charge or tax after the date of this Agreement that applies to a party's operations per se, such fee, charge or tax shall be treated as a Change in Law.

For any reduction in services or change in the Residential Unit Waste or Recyclables collection schedule due to Force Majeure, Contractor is responsible for promptly providing notification messaging describing the service reduction or change in collection schedule on Contractor's website and providing notice by telephone, email, or other method to the District's Board of Directors and law firm as set forth in Section 21 of this Agreement.

18. EVIDENCE OF INSURANCE:

Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in conjunction with the performance of the work hereunder by the Contractor, its agents, representatives, employees, or subcontractors. The District shall be named as an additional insured under the policies, except for workers' compensation, subject to Contractor's indemnities set forth herein. All policies shall contain a waiver of subrogation in favor of the District and the District's agents and employees. In addition, all of the policies shall be endorsed to provide that they are primary coverages and not in excess of any other insurance available to the District, and without rights of contribution or recovery against the District or from any such other insurance available to the District. Contractor shall obtain insurance from companies having a B+/VII or better and licensed to transact business in the state of Texas. Contractor shall provide the District with a certificate of insurance reflecting the District's additional insured status and agreeing to give the District at least 30 days' written notice in case of policy termination, except 10 days' notice for cancellation due to premium non-payment. The cost of such insurance shall be borne by the Contractor.

Minimum Limits of Insurance:

Type of Coverage	Per Occurrence Minimum	Aggregate Minimum
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Workers Compensation	As required by law and shall cover all employees including drivers	As required by law.
Commercial General Liability Bodily Injury/Property Damage	\$1,000,000 \$1,000,000 occurrence combined single limit	\$1,000,000
Commercial Auto Liability Bodily Injury/Property Damage	\$1,000,000 \$1,000,000 each accident combined single limit	\$1,000,000
Excess/Umbrella Liability	\$1,000,000 occurrence	\$2,000,0000

19. INDEMNITY:

(A) TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND DISTRICT , AND ALL OF ITS OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS FEES, ARISING OUT OF OR RESULTING FROM BODILY INJURY OR DEATH OF ANY PERSON, OR PROPERTY DAMAGE, INCLUDING LOSS OF USE OF PROPERTY, BUT ONLY TO THE EXTENT CAUSED IN WHOLE OR IN PART BY ANY BREACH OF CONTRACT OR NEGLIGENT ACT OR OMISSION OR WILLFULL MISCONDUCT OF CONTRACTOR OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY CONTRACTOR OR ANYONE FOR WHOSE ACTS CONTRACTOR MAY BE LIABLE, ARISING OUT OF OR RELATING TO THIS CONTRACT OR CONTRACTOR'S PERFORMANCE OF THE WORK.

20. OWNERSHIP:

Title to Waste shall pass to Contractor when placed in Contractor's collection vehicle. Title to Unacceptable Waste shall remain with the generator of such Unacceptable Waste.

21. SEVERABILITY:

Should any portion of this Agreement be deemed invalid or unenforceable to any extent, the parties hereto agree that such provision shall be amended to the minimum extent necessary to make such provision enforceable, and the remainder of this Agreement shall not be affected thereby.

22. ATTORNEY'S FEES AND VENUE:

In the event suit is filed by either party as a result of the performance or non-performance of the terms set forth in this Agreement, the prevailing party shall recover its attorney fees and court costs, with venue of any such action to be in Montgomery County, Texas.

23. NOTICES:

All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given (i) if mailed by first class United States mail, postage

District, and no such person shall be entitled to any benefits available or granted to employees of the District.

26. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES:

Contractor hereby represents and warrants to District as follows:

- 1.01. Contractor has the power and authority to enter into this Agreement. This Agreement, when executed by all parties will be valid and binding obligation of the Contractor, enforceable in accordance with its terms.
- 1.02. Contractor possesses all necessary licenses, permits and approvals to perform the services described herein.
- 1.03. Contractor is experienced and qualified to perform the services set forth herein, and is properly staffed and, organized to perform the services in a professional manner.

27. FOREIGN TERRORIST ORGANIZATIONS:

Pursuant to Chapter 2252, Texas Government Code, Contractor represents and certifies that, at the time of execution of this Agreement neither the Contractor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 or 2252.153 of the Texas Government Code.

28. ANTI-BOYCOTT VERIFICATION:

As required by Chapter 2271, Texas Government Code, Contractor hereby verifies that Contractor, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, does not boycott Israel and will not boycott Israel through the term of this Agreement. The term "boycott Israel" in this paragraph has the meaning assigned to such term in Section 808.001 of the Texas Government Code.

EFFECTIVE AS OF THE _____ DAY OF _____, 20_____.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

DISTRICT:

**MONTGOMERY COUNTY
MUNICIPAL UTILITY DISTRICT NO. 5**

CONTRACTOR:

WASTE MANAGEMENT OF TEXAS, INC.

BY: *L.J. Kynash*

BY: _____

PRINT: *L.J.*

PRINT: _____

TITLE: *Vice President*

TITLE: _____

DATE: *2/28/2024*

DATE: _____