

**MINUTES OF
PARKS AND RECREATION MEETING
OF THE
BOARD OF DIRECTORS**

August 22, 2018

THE STATE OF TEXAS
COUNTY OF HARRIS
OAKMONT PUBLIC UTILITY DISTRICT

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The Board of Directors (the "Board") of Oakmont Public Utility District (the "District") met in regular session, open to the public, at Auburn Lakes Recreation Center, the District's designated meeting place inside the boundaries of the District, on Wednesday, August 22, 2018 at 7:00 p.m.; whereupon, the roll was called of the members of the Board, to-wit:

Ty Warren	-	President
Shaun Hebert	-	Vice President
Kerry Simmons	-	Secretary
Vacant	-	Assistant Secretary
Jennifer Smith	-	Assistant Secretary

All members of the Board were present, thus constituting a quorum.

Also in attendance were those who provided their names on the sign-in sheet attached hereto as Exhibit "A".

Additionally, in attendance were: Tina DeAses, The Risher Companies, the District's Recreation Manager ("Risher"); Mel Reist of Silversand Services, the District's landscape maintenance vendor; and Michael Murr, the District's Landscape Architect.

WHEREUPON, the meeting was called to order in accordance with the posted meeting notice, which is attached hereto as Exhibit "B".

APPROVE MINUTES OF MEETINGS HELD JULY 25, 2018 AND AUGUST 2, 2018

The Board considered the minutes of the meetings held July 25, 2018 and August 2, 2018 which were distributed to the Board for review prior to the meeting. After discussion, upon a motion by Director Simmons, seconded by Director Hebert, the Board voted unanimously to approve the minutes as presented.

RECREATION CENTER MANAGER REPORT

The Board recognized Ms. DeAses, who presented the Recreation Center Manager's Report, a copy of which is attached hereto as Exhibit "C".

Ms. DeAses presented a proposal from Lake Pro to repair the East Pond Fountain at a cost of \$3,498.50. After discussion, upon a motion by Director Simmons, seconded by Director Hebert, the Board voted unanimously to accept the proposal as presented and authorize the work to be performed.

Ms. DeAses then presented a proposal for the replacement of 15 damaged doggie waste stations throughout the District at a cost of \$1,607.96. After discussion, upon a motion by Director Warren, seconded by Director Smith, the Board voted unanimously to approve the proposal and authorize the worked to be performed.

After discussion and review, upon a motion by Director Warren, seconded by Director Smith, the Board voted unanimously to approve the Recreation Center Manager's Report as presented. However, no other action items were acted upon.

HEAR FROM SILVERSAND SERVICES

The Board recognized Mr. Reist, who presented the report from Silversand Services; however, a formal report was not presented. The Board did not act upon any of the work proposals presented, which are included in the Recreation Center Manager's Report.

LANDSCAPE ARCHITECT REPORT

The Board then recognized Mr. Murr, who presented the Landscape Architect's Report in, a copy of which is attached hereto as Exhibit "D".

Mr. Murr, as part of the Landscape Architect's Report, presented a proposal for the completion of the parking lot striping, at a cost of \$2,775.75. After discussion, upon a motion by Director Warren, seconded by Director Simmons, the Board voted unanimously to authorize the parking lot striping to be completed as presented.

After review of the report and discussion, upon a motion made by Director Warren, seconded by Director Hebert, the Board voted unanimously to approve the Landscape Architect's Report.

HEAR FROM RECREATION COMMITTEE

No action was taken on this matter.

REVIEW OPEN SPACE MAINTENANCE AGREEMENT

The Board then reviewed a draft of the Open Space Maintenance Agreement between the District and the Auburn Lakes Homeowner's Association (the "HOA"), a copy of which, including a redline, is attached hereto as Exhibit "E". The Board noted that the draft presented for consideration is in response to the HOA's proposed revisions to the original Maintenance Agreement. After discussion, upon a motion by Director Warren, seconded by Director Hebert, the Board voted unanimously to approve the Open Space Maintenance Agreement as presented and to authorize the District's Attorney to transmit the agreement to the HOA's attorney.

HEAR FROM THE PUBLIC

The Board then opened the floor to receive comments from the public. Comments and inquiries were presented generally relating to the HOA termination of the Maintenance Agreement.

There being no other business to come before the Board, the meeting was adjourned.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

PASSED, APPROVED and ADOPTED this September 26, 2018.

(DISTRICT SEAL)

Kerry Sumner
Secretary, Board of Directors



**OAKMONT PUBLIC UTILITY DISTRICT
NOTICE OF MEETING
PARKS AND RECREATION**

Notice is hereby given pursuant to V.T.C.A., Government Code, Chapter 551, that the Board of Directors of Oakmont Public Utility District will meet in **regular** session, open to the public, at **7:00 p.m.**, on **Wednesday, August 22, 2018**, at the **Auburn Lakes Recreation Center**, a meeting location inside the District, at which meeting the following items will be considered:

1. Approve minutes from July 25, 2018 and August 2, 2018 meetings.
2. Hear report from Recreation Center Manager, and consider acting thereon, including:
 - a. Review and consider approving proposals for purchase of recreation equipment, repairs to facilities, and/or authorizing camps and activities; and
 - b. Consider authorizing Recreation Center Manager to proceed with projects, purchases, and repairs as directed by the Board.
3. Hear from Silversand Services and consider authorizing proposals for landscaping maintenance.
4. Hear report from Landscape Architect and consider acting thereon, including:
 - a. Receive proposals for purchase, construction, and installation of recreation items, including structures, landscaping, and materials throughout District and consider authorizing same; and
 - b. Authorize Landscape Architect to proceed with park projects as directed.
5. Hear from Recreation Committee, and consider taking action, including:
 - a. Ratify action taken by Recreation Committee during the previous month to purchase equipment or approve repairs, as necessary.
6. Receive and Review Open Space Maintenance Agreement, and consider approving same, including authorizing response transmittal to Auburn Lakes Homeowners Association.
7. Hear from the public.

Pursuant to V.T.C.A. Government Code, Chapter 551, the Board of Directors may convene in closed session in relation to any agenda item included in this Notice, such closed session will be held at the date, hour and place given in this Notice concerning any all subjects for any and all purposes permitted by V.T.C.A. Government Code, Chapter 551, including but not limited to pending or contemplated litigation, security matters and devices, personnel matters, real estate transactions or a private consultation with the attorney for the District on any or all subjects or matters authorized by law.

EXECUTED this 15th day of August, 2018.

(DISTRICT SEAL)



OAKMONT PUBLIC UTILITY DISTRICT

By: Mallory J. Craig

Mallory J. Craig

Coats Rose, P.C.

Attorneys for the District

EXHIBIT

B

CERTIFICATE OF POSTING OF NOTICE OF MEETING

THE STATE OF TEXAS §
COUNTY OF HARRIS §
OAKMONT PUBLIC UTILITY DISTRICT §

I, Janice Woodburn, the undersigned, hereby state that I posted the attached Notice of Meeting of the Board of Directors of Oakmont Public Utility District at the administrative office of the District, 9 Greenway Plaza, Suite 1100, Houston, Texas, on Wednesday, August 15, 2018, at 12:30 p.m., which time was not less than 72 hours prior to the scheduled time of the meeting.



(Name)

**OAKMONT PUBLIC UTILITY DISTRICT
NOTICE OF MEETING
PARKS AND RECREATION**

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EXECUTED this 15th day of August, 2018.

(DISTRICT SEAL)



OAKMONT PUBLIC UTILITY DISTRICT

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

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UDN (M)

**OAKMONT PUBLIC UTILITY DISTRICT
NOTICE OF MEETING
PARKS AND RECREATION**

1323478
08/15/2018 PERSONAL
\$9.00 MPR - NOTICE MTG

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EXECUTED this 15th day of August, 2018.

(DISTRICT SEAL)



OAKMONT PUBLIC UTILITY DISTRICT

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

Jan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

AUG 15 PM 1:01

FILED

CERTIFICATE OF POSTING OF NOTICE OF MEETING

THE STATE OF TEXAS

§

COUNTY OF HARRIS

§

OAKMONT PUBLIC UTILITY DISTRICT

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I, C. DeAses, the undersigned, hereby state that I posted a copy of the attached Notice of Meeting of the Board of Directors of Oakmont Public Utility District at 25005 Northcrest Drive, Spring, Texas, the location inside the boundaries of the District designated for the posting of agendas, on the 15th day of August, 2018 at 8 p.m., which time was not less than 72 hours prior to the scheduled time of the special meeting.

C. DeAses
(Name)

**OAKMONT PUBLIC UTILITY DISTRICT
NOTICE OF MEETING
PARKS AND RECREATION**

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EXECUTED this 15th day of August, 2018.

(DISTRICT SEAL)



OAKMONT PUBLIC UTILITY DISTRICT

By:

Mallory J. Craig

Mallory J. Craig

Coats Rose, P.C.

Attorneys for the District

Auburn Lakes Recreation Center:
Oakmont Public Utility District
Monthly Report – August 2018
Recreation Meeting



RISHER FITNESS MANAGEMENT

Prepared by: Tina DeAses, Recreation Director
Risher Fitness Management, Inc.

Risher Fitness Management, Inc. has been contracted to manage the Auburn Lakes Recreation Center.



**Auburn Lakes Recreation Center and Risher Fitness Management
Mission Statement**

Our mission here at Risher Fitness Management is to provide safe and fun recreation, fitness, special events, and wellness opportunities for all residents. We strive to promote and enhance healthy lifestyles and well-being in a welcoming environment for both children and adults alike. Providing a clean, fun, and quality experience in every one of the recreation centers we manage with qualified and certified employees. We aim to offer you with the best and most positive environment you will find in any community recreational setting. Through quality customer service and community activities we hope to bring each community closer together.

Employees

The employees at the Auburn Lakes Recreation Center working under Risher Fitness

- Tina DeAses, Jenifer Cox,
- Fitness Room Attendants:
 - Alex Fontana, Stacy Highlender, Rose Thibodeaux

Fitness Center 7/24 – 8/17

Total Entrees	1552
Fitness Center Orientations	2
Non-Resident Passes	11

Clubhouse 7/24 – 8/17

Group Fitness Classes	HIIT it, Boot Camp, Zumba, Yoga,
Resident Reservations	5
Salad in a Jar	2

Pool 7/24 – 8/17

Total Entrees	641
Pool Parties	0
Non-Resident Passes	25

Monthly Expenses 7/24 – 8/17

Company	Invoice/Service	Cost
AT & T phone	Land line	\$122.77
AT&T internet	Internet	\$64.46
Direct TV	Clubhouse TV	\$89.24
Comcast	Cable service for Fitness Center	\$177.98
Ready Refresh	Water service	\$45.99
Vanguard	Cleaning Services	\$391.00
	Paid by Bookkeeper	\$891.44
Supplies & vendors	Total Paid by Risher	\$823.79
	Grand Total	\$1,715.23

Monthly Income 7/24 – 8/17

Monthly Income Source	\$ Amount	YTD Oct – Aug 22
Pool Passes Pool Parties Swim Team	\$160.00	\$4,775.00 + \$160.00 \$4,935.00
Clubhouse Rental Income	\$600.00	\$10338.50 + \$600.00 \$10,938.50
Rec Access Pass	\$527.00	\$2060.00 + \$527.00 \$2,587.00
Total		\$18,460.50

Discussion Items & Quotes

Proposal 1: Repair East Pond Fountain Lake Pro, Inc.			\$3,498.50
Aqua Control 5 HP Motor Assembly with pump connector	\$3,348.50		
Shipping	\$150.00		
Proposal 2: Conversion of all controllers to Smartline controllers. Includes all equipment, weather station, installation and programming. Does not include battery operated Unik controllers. Silversand Services – Quote 41906			\$140.00 monthly Beginning 2019
Pool/Recreation Center	\$70.00		
48 zone standard bundle - monthly fee	\$0.00		
48 zone standard bundle - installation install			
West Detention Pond	\$70.00		
24 zone standard bundle - monthly fee	\$0.00		

24 zone standard bundle - installation install			
Proposal 3: Replace rusted / damaged dog stations throughout Oakmont PUD property (15 Total) Amazon	Pricing	Shipping	Total \$1,607.96
Full Units	\$239 x 3	FREE	\$717.00
Trash cans only (4 need replacing)	\$119.00 x 4	FREE	\$833.00
New signs	\$5.29 x 7	\$2.99	\$57.96

Maintenance Items:

- 1) Mushroom has been successfully working since July 20.
- 2) Handyman installed building signage, door closer, and gaskets around air vents.
- 3) Ordered surge protection for pool pump & motor. Electrician will be on site 8.27.2018 to install.
- 4) Morris Pest Control performed quarterly maintenance.
- 5) Ready Refresh performed annual maintenance - changed filter
- 6) Getting prices for painting benches at West pond, water damage in CH, repairing and replacing trim on outside of CH windows.
- 7) Bayou Connect Services replaced damaged mushroom top.
- 8) 2 Kettlebells had cracks at the handles and the leg cuff is damaged, so they are being replaced by Risher Fitness as they are under manufacturer warranty.

Special events:

Cancelled Friday, August 10	It's Lit – Glow pool party – working with Director Hebert
Saturday, August 18 –	Dive-In Movie – working with Director Hebert
September 2 –	Labor Day Pool Party
October	Potential Fall Festival / Small Business Expo

Updated as of 8.17. 2018

Lake Pro, Inc.
P.O. Box 9
Katy, TX 77492
281-391-3688
Fax 281-391-5022

Date: August 16, 2018
Job Quotation: Auburn Lakes – Oakmont PUD
Attn: Chris Roznovsky – Jones and Carter
Scope: East Detention Lake Fountain Repair Quote

Qty 1 – Aqua Control 5 HP Motor Assembly with pump connector	\$ 3,348.50
Shipping	\$ 150.00
Sub Total	\$ 3,498.50
Sales Tax 8.25%	\$ Exempt
<u>Total Amount</u>	<u>\$ 3,498.50</u>

Note: Motor comes with manufacturer 1-year parts warranty against defects

Please call if you have any questions or we can further assist you.

Steve Arrington
Operations Manager
281-391-3688

Thank you for your business!

Approval Signature _____ Date _____
(Email approval to steve@lakepro.com)

Oakmont Utility District - 4195
 W. Rayford @ Gosling
 Spring, TX
 Tina DeAses;

Estimate ID: 41906

Date: 3/20/2018

PROPOSAL
 Division: Weathermatic
 Type: Installation

Sales Rep:
 Mel Reist

Project Description:

Conversion of all controllers to Smartline controllers. Includes all equipment, weather station, installation and programming. Does not include battery operated Unik controllers.

Qty	U/M	Description	Part Number	Price
<i>Pool/Recreation Center</i>				
1		48 ZONE STANDARD BUNDLE - MONTHLY FEE	FEE	\$70.00
1		48 ZONE STANDARD BUNDLE - INSTALLATION INSTALL	INSTALL	\$0.00
<i>Total for: Pool/Recreation Center</i>				<u>\$70.00</u>
<i>West Detention Pond</i>				
1		24 ZONE STANDARD BUNDLE - MONTHLY FEE	FEE	\$70.00
1		24 ZONE STANDARD BUNDLE - INSTALLATION INSTALL	INSTALL	\$0.00
<i>Total for: West Detention Pond</i>				<u>\$70.00</u>
				<u>\$140.00</u>
Subtotal				\$140.00
Tax				\$0.00
Freight				
Monthly Total				\$140.00

TERMS AND CONDITIONS:

This Contract is entered into on this _____ day of _____, 20____, by and between Silversand Services, Inc. "Contractor" and _____ "Client". Client agrees to pay Contractor the Contract Price of _____ in accordance with the Draw Schedule. Any alteration or deviation from the specifications in the Bid Proposal will be performed only upon execution of a written change order signed by Contractor and Customer, and must be paid in full prior to work being performed. _____ (INT.)

The Contract Price shall be adjusted to reflect any increase or decrease due to the change order.

Layout in the field will have precedence over the drawing, as adjustments are needed to accommodate drainage and existing trees. Bid has precedence over drawings. Not responsible for all preexisting underground elements.

Agreement:

Company agrees to repair or replace equipment that fails within the first 36 months of installation, with the exception of theft or abuse outside of the company's control.

Approval Signature: _____

Date: _____

Silversand Services *Pricing is good for 30 days from Date of Proposal*
 2827 Barker Cypress - Houston, Texas 77084 - phone: 713-722-0336 fax: 713-722-8160

Initial: _____

Silversand Services

now offers a powerful, cloud-based, irrigation water management system for your property.



Significantly less water is applied to the landscape - up to a 50% savings - all while maintaining plant health and beauty



Complete irrigation system visibility and performance reporting assist in managing water use



Regular interaction with your irrigation controller can be performed remotely, via the cloud, so the vital programming adjustments can happen in an instant

Ensures you're compliant with the frequent irrigation watering restrictions, avoiding costly fines and unwanted public attention

Captures all irrigation system maintenance inspections, providing a comprehensive overview of the issues discovered. Photographs of these issues can be attached to help add clarity and resolution



Notifications and Alerts caused by unforeseen events to the irrigation system drastically increases the response time to correct

COMPLETE PEACE OF MIND THAT OUR MOST VALUABLE RESOURCE IS BEING CARED FOR. WATER.

SmartLink 
by Weathermatic

silversandservices.com

SmartLink™

Wireless Landscape Network

Introducing SmartLink.

The world's first intelligent, affordable, web-based irrigation control system.

IT'S TIME TO SAVE WATER AND BEAUTIFY YOUR LANDSCAPE WITH THE SMARTLINK™ NETWORK

Imagine having immediate access to every element of your irrigation system. With the SmartLink Wireless Landscape Network, you and your landscape professional have unprecedented control over your system.

What does this mean to you?

Now your landscape professional is capable of making a simple programming change, monitoring the health of the system, or even being alerted if a problem occurs. He can instantly shut down your system in an emergency and help you comply immediately with local watering restrictions, avoiding costly fines.



COMPUTER



SMARTPHONE



TABLET

Gain access to the SmartLink Network via any device that connects to the internet. Adjusting all of your controller's parameters is surprisingly easy. And with real-time reporting, you get visibility showing exactly how much water you are saving.

smartlinknetwork.com



SmartLink

Wireless Landscape Network

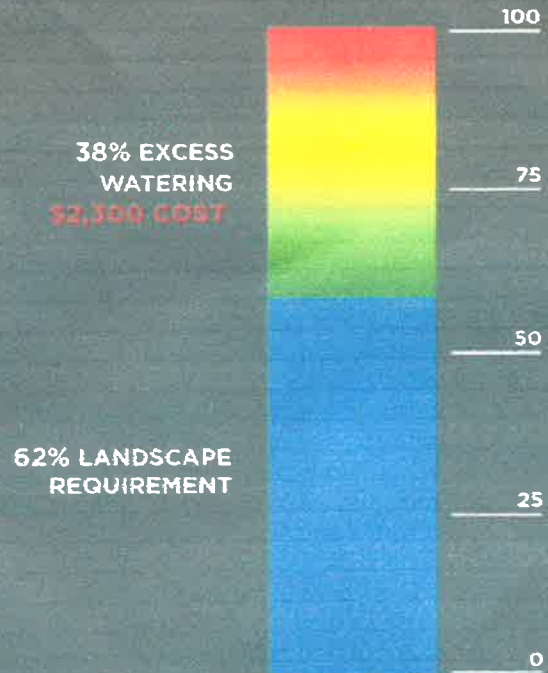
A Smarter way to save.

Conventional timer-based systems water on weekly schedules that once programmed, are rarely changed. Because of this, they tend to over-water by 20-60%. They also do not take into account seasonal, soil, plant and weather conditions. Over-watering injures plants and creates runoff that can lead to costly damage to pavement and walkways. Not to mention, it's embarrassing.

The SmartLine Controller is the water-saving control system in SmartLink. It has been installed on more than 200,000 properties saving an average of 38% in water use by taking into account all the necessary conditions to maximize irrigation efficiency.



\$6000 WATER BILL



What SmartLink can do for you.

smartlinknetwork.com

Dramatic Water Savings.

Saves an average of 38% on water with auto adjust features which precisely irrigate

Landscape Beautification.

Weather-sensitive irrigation avoids over-watering or under-watering to extend plant life

Real-Time Reporting.

Water savings reports help you regularly see the benefits of Smart weather-based irrigation

Freeze Prevention.

Automatically prevents watering during freezes

Reduce Hardscape Damage.

Avoid costly damage to pavements and parking lots from water run-off

Immediate Compliance.

Web-based programming for quick compliance with water restrictions to avoid costly fines

Web-Based Control.

Enable your contractor to instantly shutdown your system in an emergency

Equipment Assurance.

Equipment warranty to cover lightning, theft, and physical damage

Flow Sensing.

When the SmartLink Flow Sensor is installed, it will provide critical information used to take water management to a new level



SmartLink Flow Sensor



ESTIMATE YOUR SMARTLINK SAVINGS
An Investment that Quickly Pays You Back

The average property owner with a 16-zone, 1-acre site will spend well over \$1,000 on irrigation water per year. The SmartLink Network has been installed in thousands of sites, and averages water savings of 38%, providing an payback in twelve months or less.

Annual Water Cost	SmartLink Savings	Annual Water Cost	SmartLink Savings	Annual Water Cost	SmartLink Savings
\$1,000	\$100	\$200	\$300	\$400	\$500
\$2,500	\$250	\$500	\$750	\$1,000	\$1,250
\$5,000	\$500	\$1,000	\$1,500	\$2,000	\$2,500
\$10,000	\$1,000	\$2,000	\$3,000	\$4,000	\$5,000
\$20,000	\$2,000	\$4,000	\$6,000	\$8,000	\$10,000
\$30,000	\$3,000	\$6,000	\$9,000	\$12,000	\$15,000
\$50,000	\$5,000	\$10,000	\$15,000	\$20,000	\$25,000
\$100,000	\$10,000	\$20,000	\$30,000	\$40,000	\$50,000

Actual savings will obviously vary based on weather, water rates, historical watering practices and overall sprinkler system efficiency.

smartlinknetwork.com

Weathermatic
Water Conserving Innovation



Weathermatic Headquarters
3301 W. Kingsley Rd.
Garland, TX 75041
1-888-484-3776
smartlinknetwork.com

NOW YOU HAVE CONTROL OF YOUR CONTROLLER

The most important part of an irrigation system is the controller. Like the dashboard of a car, you need to have critical information provided to you in order to drive. Sadly, conventional controllers do not have the technology to give you the feedback and control needed to run your system efficiently. There's nothing conventional about SmartLink. Go Smart. Go SmartLink.

Conventional Sprinkler Timer

Loses time, programming, and landscape

Non-compliant with watering day restrictions = Frequent repair trips or costly fines. Non-compliant and illegal to install in many areas

Low efficiency = over watering to limit landscape loss due to weather changes.

No remote access for urgent programming changes

No remote monitoring or reporting.

Limited and commonly expired equipment warranty only covers manufacturer defects

SmartLink 
Wireless Landscape Network

Retains time, date and program. No battery is required for ordinance compliance

Complies with watering day restrictions and special event programming, watering based on soil moisture technology required in new watering codes

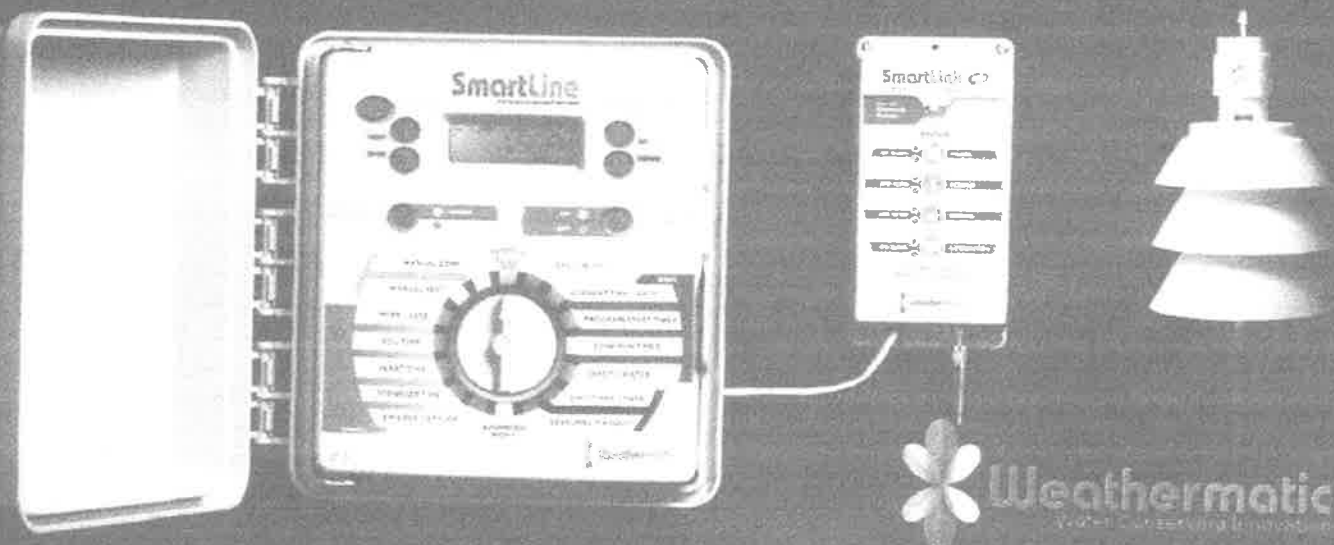
High efficiency = Automatically adjusted watering times based on the weather to save 20-60%

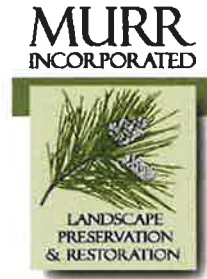
Remote access for rain/freeze events allows landscape and instant air capability to limit liabilities

Fault monitoring and reporting of water savings

Lifetime of service equipment warranty includes coverage for lightning, theft, and physical damage

THE SMARTLINK NETWORK INCLUDES THE SMARTLINE CONTROLLER, SMARTLINK AIRCARD AND WEATHER STATION. COMBINED, THERE'S NOTHING ELSE LIKE IT.





MASTER PLAN DEVELOPMENT REPORT

August 22, 2018

Prepared for Oakmont PUD

PROJECTS WORKING AND STATUS

1. Security Planting around East Detention - Irrigation is complete. PVB has to be hooked up. Stakes are marking locations and have been approved. Project should be complete by second week of Sept.
2. Landscaping around pool is complete.
3. Shade structure for Playground is on schedule and week of October 15 is scheduled install
4. Parking striping presented for approval. HC, spaces and red zones \$2775.75 new
5. East and West Detention
 - Gazebo
 - Docks/Piers
 - Butterfly and Community Gardens
 - Wildflowers
 - Shade Trees and (fruit and nut) and Landscaping
 - Fountain

FUTURE PLANNING

1. Playground – nature play equipment and shade, water fountain, and boulder
2. Soccer and Tennis on open fields
3. Lighting
- 4.

PROJECTS DISCUSSED

1. Endcaps / Esplanades focus on face lift and lighting
2. Entrances (primary and secondary) / Monuments
3. Windwood Sidewalk



**OPEN SPACE
MAINTENANCE AGREEMENT**

This Open Space Maintenance Agreement (the "Agreement") is entered into as of the ____ day of _____, 2018, by and between Oakmont Public Utility District, a body politic and corporate and governmental agency of the State of Texas, operating under and governed by the provisions of Chapters 49 and 54, Texas Water Code, as amended, and Section 59 of Article 16 of the Texas Constitution (the "District") and Auburn Lakes Homeowners Association, Inc., a Texas non-profit corporation (the "HOA").

RECITALS:

WHEREAS, the HOA is the property owners' association that was organized for the purpose of, among other things, preserving, improving, and providing maintenance and architectural control over the Common Areas (as that term is defined in the applicable restrictive covenants) in all sections of Auburn Lakes Estates, Auburn Lakes Pines, Auburn Lakes Reserve, Village at Auburn Lakes, Village of Auburn Lakes and Auburn Lakes Retreat (collectively the "Subdivision") located in Harris County, Texas; and

WHEREAS, per the restrictive covenants applicable to the Subdivision referenced above, the HOA has the authority to maintain the Common Areas within the Subdivision for the use and benefit of the property owners within Auburn Lakes; and

WHEREAS, the District was created to accomplish the purposes of Section 59, Article XVI, Texas Constitution, and has the authority to construct, own, operate, and maintain certain water, sewer, drainage, and recreational facilities for the benefit of landowners within its boundaries; and

WHEREAS, the District owns other land and open spaces within the District, as further described in the attached Exhibit "A" and further depicted on the attached Exhibit "B" (the "Open Space"), and desires that the HOA, at its sole cost, maintain the Open Space; and

WHEREAS, the District and the HOA desire the HOA to maintain the Open Space as Association Common Area, all of which Open Space is located within the boundaries of the District and the Subdivision.

AGREEMENT

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises, covenants, obligations and benefits of this Agreement, the District and the HOA contract and agree as follows:

1. Maintenance of the Open Space. From and after the date hereof, the HOA agrees to be responsible for mowing, landscaping maintenance of the Open Space, at its sole cost. Such responsibility includes:
 - a. The HOA will cause the Open Space to be seeded with grass so that the Open Space is in such a condition that it only requires regular mowing to maintain;
 - b. The HOA will contract for and keep the Open Space maintained in such a manner as the HOA in its discretion deems advisable;



- c. The HOA will remove any dead trees or branches on the Open Space, will prune the trees on the Open Space on an as-needed basis and will spray the trees on the Open Space to prevent damage from insects and disease on an as-needed basis;
- d. The HOA shall have the authority to install landscape materials, including but not limited to trees, plants, bushes, and shrubs, within the Open Space in such a manner as the HOA deems advisable and at the HOA's own cost, so long as the landscape materials do not interfere with the District's water, sewer, or drainage facilities (the "Facilities"). In the event the District finds the landscape materials interfere with the Facilities, the District shall provide written notification to the HOA. The HOA shall, at its own cost, remove the landscape materials and reasonably restore the land within 30 days of receipt of such notice. If the HOA does not restore the land within 30 days of receipt of such notice, the District shall restore the land and invoice the HOA for the costs associated with the removal; and
- e. The HOA will maintain responsibility for the maintenance and repair of the irrigation systems contained within the Open Space. The HOA will retain responsibility for all use of water within the Open Space.

2. Insurance Policies. The HOA shall confirm that its contractors and subcontractors maintain the insurance described in (a) (b) and (c) below with limits not less than those set forth below with insurers licensed to do business in the State of Texas. The HOA shall maintain in effect at all times during the term of this Agreement the insurance described in (a) and (d) below with limits not less than those set forth below with insurers licensed to do business in the State of Texas. All insurance policies maintained by the HOA pursuant to this Agreement shall also contain waivers of subrogation and name the District as an additional insured. None of the requirements contained herein is intended to and shall not in any manner limit, qualify or quantify the liabilities and obligations assumed by the HOA under this Agreement or otherwise provided by law. Upon request, the HOA shall furnish the District with copies of Certificates of Insurance for the insurance policies required by this Agreement that are maintained by the HOA and the contractors and/or subcontractors of the HOA.

- a. Commercial General Liability. The HOA shall purchase and maintain a commercial general liability insurance policy insuring against losses on an occurrence basis. The limits of said policy shall be the greater of (a) \$1,000,000 per occurrence and \$2,000,000 aggregate or the applicable limits required by law.
- b. Worker's Compensation. The HOA shall ensure that any contractor used by the HOA to perform the maintenance contemplated by this Agreement maintains a worker's compensation insurance policy.
- c. Comprehensive Automobile Liability. The HOA shall ensure that any contractor used by the HOA to perform the maintenance contemplated by this Agreement maintains a comprehensive automobile liability insurance policy insuring against losses on an occurrence basis.
- d. Umbrella Excess Liability. The HOA shall purchase and maintain an umbrella excess liability insurance policy insuring against losses on an occurrence basis. The limits of said policy shall be \$5,000,000 per occurrence for bodily injury/property damage with not less than a \$5,000,000 aggregates.

3. Modification. This Agreement shall be subject to change or modification only with the mutual written consent of the HOA and the District.

4. Default. In the event of default by either party hereto, the other shall have available all remedies at law. In the event of default by either party hereto, either party may employ attorneys to pursue its legal rights; or the prevailing party shall be entitled to payment by the other party of all reasonable attorneys' fees incurred by the prevailing party.

a. Events of Default shall be defined as:

- i. Failure of the HOA to maintain the Open Space in a manner deemed to be consistent with the level of maintenance of the Common Areas or with the Architectural Standards established by the HOA.
- ii. Failure of HOA to timely pay all water bills for the use of water within the Open Space.

b. Upon an Event of Default, the District shall have the right to terminate this Agreement upon 30-days written notice.

5. Laws Venue. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas, with venue in Harris County, Texas.

6. Beneficiaries. This Agreement shall be for the sole and exclusive benefit of the parties hereto and shall never be construed to confer any benefit to any third party.

7. Term. This Agreement shall be effective until December 31, 2019, and thereafter shall be automatically renewed for successive one (1) year terms, unless terminated by event of default above or until such time as any of the facilities to be maintained under this Agreement are accepted by Harris County or the City of Houston for maintenance.

Signature pages follow.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in several counterparts each of which shall be deemed to be an original and all of which shall constitute the original, to be effective as of the date specified herein.

DISTRICT:

OAKMONT PUBLIC UTILITY DISTRICT

President, Board of Directors

ATTEST:

Secretary, Board of Directors

(SEAL)

HOA:

AUBURN LAKES HOMEOWNERS
ASSOCIATION, INC.
a Texas non-profit corporation

By: _____
Name: _____
Its: _____

**OPEN SPACE
MAINTENANCE AGREEMENT**

 This (Open Space)

 This Maintenance Agreement (the "Agreement") is entered into as of the day of , 2018, by and between Oakmont Public Utility District, a body politic and corporate and governmental agency of the State of Texas, operating under and governed by the provisions of Chapters 49 and 54, Texas Water Code, as amended, and Section 59 of Article 16 of the Texas Constitution (the "District") and Auburn Lakes Homeowners Association, Inc., a Texas non-profit corporation (the "HOA").

RECITALS:

WHEREAS, the HOA is the property owners' association ~~with jurisdiction over certain properties located that was organized for the purpose of, among other things, preserving, improving, and providing maintenance and architectural control over the Common Areas (as that term is defined in the applicable restrictive covenants)~~ in all sections of Auburn Lakes Estates, Auburn Lakes Pines, Auburn Lakes Reserve, Village at Auburn Lakes, Village of Auburn Lakes and Auburn Lakes Retreat (collectively the "Subdivision") located in Harris County, Texas; and

WHEREAS, per the restrictive covenants applicable to ~~each subdivision~~ the Subdivision referenced above, the HOA has the authority to maintain the Common Area (as that term is defined in the applicable restrictive covenants) ~~Areas~~ within the Subdivision for the use and benefit of the property owners within Auburn Lakes; and

WHEREAS, the District ~~was created to accomplish the purposes of Section 59, Article XVI, Texas Constitution, and has the authority and responsibility~~ to construct, own, operate, and maintain certain water, ~~including irrigation, sewer, drainage, or erosion issues~~ and recreational facilities for the benefit of landowners within its boundaries; and

WHEREAS, the District owns other land and open spaces within the District, as further described in the attached Exhibit "A" and further depicted on the attached Exhibit "B" (the "Open Space"), and desires that the HOA, at its sole cost, maintain the Open Space; and

WHEREAS, the District and the HOA desire the HOA to maintain the Open Space as Association Common Area, all of which Open Space is located within the boundaries of the District and the Subdivision.

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- b. The HOA will contract for and keep the Open Space maintained in such a manner as the HOA in its discretion deems advisable; ~~and~~
- c. The HOA will remove any dead trees or branches on the Open Space, will prune the trees on the Open Space on an as-needed basis and will spray the trees on the Open Space to prevent damage from insects and disease on an as-needed basis;
- d. The HOA shall have the authority to install landscape materials, including but not limited to trees, plants, bushes, and shrubs, within the Open Space in such a manner as the HOA deems advisable and at the HOA's own cost, so long as the landscape materials do not interfere with the District's water, sewer, or drainage facilities (the "Facilities"). In the event the District finds the landscape materials interfere with the Facilities, the District shall provide written notification to the HOA. The HOA shall, at its own cost, remove the landscape materials and reasonably restore the land within 30 days of receipt of such notice. If the HOA does not restore the land within 30 days of receipt of such notice, the District shall restore the land and invoice the HOA for the costs associated with the removal; ~~and~~
- e. The HOA will ~~contract monthly inspections of the irrigation systems and provide the District of such. The District will maintain~~ responsibility for the maintenance and repair of ~~such systems along with the the irrigation systems contained within the Open Space. The HOA will retain~~ responsibility ~~to provide for all use of water to the systems that will adequately irrigate the landscape in within~~ the Open Space.

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2. Insurance Policies. The HOA shall confirm that its contractors and subcontractors maintain the insurance described in (a) (b) and (c) below with limits not less than those set forth below with insurers licensed to do business in the State of Texas. The HOA shall maintain in effect at all times during the term of this Agreement the insurance described in (a) and (d) below with limits not less than those set forth below with insurers licensed to do business in the State of Texas. All insurance policies maintained by the HOA pursuant to this Agreement shall also contain waivers of subrogation and name the District as an additional insured. None of the requirements contained herein is intended to and shall not in any manner limit, qualify or quantify the liabilities and obligations assumed by the HOA under this Agreement or otherwise provided by law. Upon request, the HOA shall furnish the District with copies of Certificates of Insurance for the insurance policies required by this Agreement that are maintained by the HOA and the contractors and/or subcontractors of the HOA.

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d. **Umbrella Excess Liability.** The HOA shall purchase and maintain an umbrella excess liability insurance policy insuring against losses on an occurrence basis. The limits of said policy shall be \$5,000,000 per occurrence for bodily injury/property damage with not less than a \$5,000,000 aggregates.

3. **Modification.** This Agreement shall be subject to change or modification only with the mutual written consent of the HOA and the District.

4. **Default.** In the event of default by either party hereto, the other shall have available all remedies at law. In the event of default by either party hereto, either party may employ attorneys to pursue its legal rights; or the prevailing party shall be entitled to payment by the other party of all reasonable attorneys' fees incurred by the prevailing party.

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ii. Failure of HOA to timely pay all water bills for the use of water within the Open Space.

b. Upon an Event of Default, the District shall have the right to terminate this Agreement upon 30-days written notice.

5. **Laws Venue.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas, with venue in Harris County, Texas.

6. **Beneficiaries.** This Agreement shall be for the sole and exclusive benefit of the parties hereto and shall never be construed to confer any benefit to any third party.

7. **Term.** This Agreement shall be effective until December 31, 2019, and thereafter shall be automatically renewed for successive one (1) year terms, unless terminated by ~~either party hereto as herein provided~~event of default above or until such time as any of the facilities to be maintained under this Agreement are accepted by Harris County or the City of Houston for maintenance.

~~8. **Termination.** Either party may terminate this Agreement with or without cause at any time upon thirty (30) days prior written notice to such other party.~~

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Signature pages follow.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in several counterparts each of which shall be deemed to be an original and all of which shall constitute the original, to be effective as of the date specified herein.

DISTRICT:

OAKMONT PUBLIC UTILITY DISTRICT

President, Board of Directors

ATTEST:

Secretary, Board of Directors

(SEAL)

HOA:

AUBURN LAKES HOMEOWNERS
ASSOCIATION, INC.
a Texas non-profit corporation

By: _____
Name: _____
Its: _____