Disclaimer:

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MEMORANDUM

TO: Robin Campbell
Brenda Richter
Felix Amaro, Jr.
Scott Gray
Alex Martinez

FROM: Cindy Arias, Legal Assistant

DATE: April 16, 2013

RE: Northtown Municipal Utility District
April 23, 2013 Board Meeting

Attached please find the agenda and meeting materials for a meeting of the Board of Directors of Northtown Municipal Utility District scheduled for **Tuesday, April 23, 2013 at 5:45 p.m. at the Wells Branch Tech Center, 1421 Wells Branch Parkway, Suite 106, Pflugerville, Texas.**

Please let us know if you will be unable to attend the meeting so that we can determine if a quorum of the Board of Directors will be present.

Sue Brooks Littlefield
Robert Anderson
Scott Foster
Cheryl Allen
Mary Bott
Mona Oliver
Kathy Haught*
Keith Kinnard*
Tom Anker*
Lupe Serna*
Lee Hill *via email**
Chrissie Bryant, Wildflower HOA *via email**
Amanda Gomez *via email**
Alan J. Rivaldo *via email**
Tawnya Walker, Wildflower HOA *via email**
James N. Nias*
Richard Fadal*
Trent Rush*
Ray Bryant*
Carol Polumbo*
John Zinsmeyer, KB Home*
Kay Taylor*
Blake Magee*
Leonard De Leon *via email**
Nick Contreras *via email**
Ian Asselstine *via email**
Pat Patterson *via email**
Dustin Butler *via email**
Esmeralda Tapia *via email**

*Agenda Only

NORTHTOWN MUNICIPAL UTILITY DISTRICT
AGENDA

April 23, 2013

TO: THE BOARD OF DIRECTORS OF NORTHTOWN MUNICIPAL UTILITY DISTRICT AND ALL OTHER INTERESTED PARTIES:

Notice is hereby given that the Board of Directors of Northtown Municipal Utility District will hold a meeting at **5:45 p.m. on Tuesday, April 23, 2013**, at the District office located at the Wells Branch Tech Center, 1421 Wells Branch Parkway, Suite 106, Pflugerville, Texas. The following matters may be considered and acted upon at the meeting:

PUBLIC INPUT

1. Resident communications;

2. Board member announcements;

BOND ITEMS

3. Northtown Municipal Utility District Unlimited Tax and Revenue Refunding Bonds, Series 2013, including:
   (a) Report from District's financial advisor, including refunding analysis, preliminary costs of issuance, evaluation of present value savings;
   (b) Delegated pricing procedures, including designation of pricing officer and alternate pricing officer;
   (c) Order Authorizing the Issuance of Northtown Municipal Utility District Unlimited Tax and Revenue Refunding Bonds; Authorizing the Levy of an Ad Valorem Tax in Support of the Bonds; Entering into a Paying Agent/Registrar Agreement, a Bond Purchase Agreement and an Escrow Agreement; Approving an Official Statement; Establishing the Procedures for Selling and Delivery of the Bonds; and Other Matters Related to the Issuance of Bonds;
   (d) Payment of Attorney General bond review and filing fee;
   (e) Any other matters and actions necessary in connection with the refunding bonds;

DISCUSSION/ACTION ITEMS

4. Minutes of March 26, 2013 Board meeting;

5. District security, including report from Travis County Sheriff's Department;

6. Report from District landscape maintenance contractor, including directive;

7. On-site manager's report, including:
   (a) Maintenance report;
   (b) Restrictive covenant violations and enforcement actions, including violation at 13730 Lampting;
   (c) Monthly expense approvals;
   (d) Purchases;
   (e) Clean-Up Days;

(f) Authorization relating to execution of Texas Municipal League Intergovernmental Risk Pool administrative documentation and rerate summaries;

8. Report from District engineer, including:
   (a) Oaks at Techridge, Phase II;
   (b) Pflugerville ISD tract;
   (c) Harris Ridge Boulevard extension project, including approving any pay estimates and change orders;
   (d) MeadowPointe and Wildflower park playscape projects, including approving any pay estimates and change orders;
   (e) MS4 permitting update;
   (f) Force main project;

9. Report from District's bookkeeper, including:
   (a) Payment of bills and invoices;
   (b) Fund transfers;
   (c) Investments;
   (d) Developer escrow report and reconciliation;

10. Report from District's general manager and utility operator, including:
   (a) District utility operations and repairs;
   (b) Billing report and write-offs;

11. Park development matters, including:
   (a) Subcommittee report;
   (b) Monthly expense approvals;
   (c) Order Establishing Rules and Regulations Governing Parks and Greenbelts, including Recreational Facilities, Wet Pond Facilities and Dog Park;

12. Report from park signage subcommittee, including proposal from TBG for Regional Park Sign Modification and Map Design project;

13. City of Austin wholesale water and wastewater rates and joint rate challenge, including subcommittee report and related action;

14. Personnel matters, including retirement plan for District employees;

15. Contract for Maintenance and Operation of Retail Utility System with Crossroads Utility Services LLC (term expires in July), including report from subcommittee;

16. Reports from developers' and landowners' representatives, including:
   (a) Tech Ridge multi-family project;
   (b) Village @ Northtown;

17. Future agenda items.

The Board of Directors is authorized by the Texas Open Meetings Act, Chapter 551, Texas Government Code, to convene in closed or executive session for certain purposes, including receiving legal advice from the District's attorney (Section 551.071); discussing real property matters (Section 551.072); discussing gifts and donations (Section 551.073); discussing personnel matters (Section 551.074) and discussing security personnel or devices (Section 551.076). If the Board of Directors determines to go into executive session to discuss any item on this agenda, the presiding officer will announce that an executive session will be held and will identify the item to be discussed and the provision of the Open Meetings Act that authorizes the closed or executive session.

(SEAL)

Attorney for the District

****

Northtown Municipal Utility District is committed to compliance with the Americans With Disabilities Act. Reasonable accommodations and equal access to communications will be provided upon request. Please call Armbrust & Brown, PLLC at (512) 435-2300 for additional information.

ORDER AUTHORIZING THE ISSUANCE OF

NORTHTOWN MUNICIPAL UTILITY DISTRICT

UNLIMITED TAX AND REVENUE REFUNDING BONDS;

AUTHORIZING THE LEVY OF AN AD VALOREM TAX IN SUPPORT

OF THE BONDS; ENTERING INTO A PAYING AGENT/REGISTRAR

AGREEMENT, A BOND PURCHASE AGREEMENT AND AN ESCROW AGREEMENT:

APPROVING AN OFFICIAL STATEMENT; ESTABLISHING THE PROCEDURES

FOR SELLING AND DELIVERY OF THE BONDS;

AND OTHER MATTERS RELATED TO THE ISSUANCE OF THE BONDS

AGENDA ITEM #3(c)

TABLE OF CONTENTS

SECTION		PAGE
Section 1.	Amount, Name, Purpose and Authorization	2
Section 2.	Definitions	2
Section 3.	Date, Denominations, Numbers, Delegation to Pricing Officer	6
Section 4.	Characteristics of the Bonds	8
(a)	Registration, Transfer, Conversion and Exchange; Authentication	8
(b)	Payment of Bonds and Interest	9
(c)	In General	9
(d)	Substitute Paying Agent/Registrar	10
(e)	Book-Entry-Only System	10
(f)	Successor Securities Depository, Transfer Outside Book-Entry-Only System	11
(g)	Payments to Cede & Co.	11
(h)	Initial Bond	11
(i)	DTC Blanket Letter of Representations	12
Section 5.	Form of Bonds	12
Section 6.	Security for the Bonds	23
(a)	Pledge and Levy of Taxes	23
(b)	Pledge of Net Revenues	24
(c)	Perfection	25
Section 7.	Defeasance of Bonds	25
Section 8.	Funds, Flow of Funds, Application of Funds and Investments	27
(a)	Designation of Funds	27
(b)	Operating Fund	27
(c)	Escrow Fund	27
(d)	Interest and Sinking Fund	28
(e)	Investment of Funds	28
(f)	Security for Funds	28

Section 9. Custody, Approval, and Registration of Bonds; Bond Counsel's Opinion; CUSIP Numbers and Contingent Insurance Provisions, if Obtained 28

Section 10. Covenants Regarding Tax Exemption of Interest on the Bond 29

Section 11. Sale of Bonds 32

Section 12. General Covenants of the District 32

Section 13. Remedies of Registered Owners 33

Section 14. Additional Bonds, Special Project Bonds and Refunding Bonds 33

(a) Additional Bonds; Inferior Obligations; Special Obligations 33
(b) Special Project Bonds 33

Section 15. Approval of Offering Documents, Paying Agent/Registrar Agreement and Escrow Agreement 34

Section 16. Damaged, Mutilated, Lost, Stolen or Destroyed Bonds 34

(a) Replacement Bonds 34
(b) Application for Replacement Bonds 34
(c) No Default Occurred 35
(d) Charge for Issuing Replacement Bonds 35
(e) Authority for Issuing Replacement Bonds 35

Section 17. Order a Contract, Amendments 35

Section 18. Parties Interest Herein 36

Section 19. Open Meeting 36

Section 20. Refunding of Refunded Bonds 36

Section 21. Amendments 37

Section 22. District Successor and Assigns 38

Section 23. No Recourse Against District Officers or Directors 38

Section 24. Paying Agent/Registrar 38

Section 25. Paying Agent/Registrar May Own Bonds 39

Section 26. Benefits of Order Provisions 39

Section 27. Unavailability of Authorized Publications 39

Section 28. Severability Clause 39

Section 29. Further Proceedings 39

Section 30. Payment of Attorney General Fee 39

Section 31. Continuing Disclosure Undertaking 40

Section 32. Other Actions 43

Section 33. Additional Bond Insurance Provisions 43

Exhibit A Continuing Disclosure Information

ORDER AUTHORIZING THE ISSUANCE OF NORTHTOWN MUNICIPAL UTILITY DISTRICT UNLIMITED TAX AND REVENUE REFUNDING BONDS; AUTHORIZING THE LEVY OF AN AD VALOREM TAX IN SUPPORT OF THE BONDS; ENTERING INTO A PAYING AGENT/REGISTRAR AGREEMENT, A BOND PURCHASE AGREEMENT AND AN ESCROW AGREEMENT; APPROVING AN OFFICIAL STATEMENT; ESTABLISHING THE PROCEDURES FOR SELLING AND DELIVERY OF THE BONDS; AND OTHER MATTERS RELATED TO THE ISSUANCE OF THE BONDS

THE STATE OF TEXAS	**§**
COUNTY OF TRAVIS	**§**
NORTHTOWN MUNICIPAL UTILITY DISTRICT	**§**

WHEREAS, by Order of the Texas Water Commission, predecessor to the Texas Commission on Environmental Quality (the "Commission"), dated August 14, 1985, the Northtown Municipal Utility District (the "District") was authorized to be created as a municipal utility district operating pursuant to Article 16, Section 59 of the Texas Constitution and Chapters 49 and 54 of the Texas Water Code, as amended; and

WHEREAS, the creation of the District was confirmed at an election held within the District on December 21, 1985 (the "Confirmation Election"); and

WHEREAS, the District currently has outstanding the following series of bonds: Unlimited Tax and Revenue Refunding Bonds, Series 2004 (the "Series 2004 Bonds"), Unlimited Tax and Revenue Bonds, Series 2006 (the "Series 2006 Bonds"), Unlimited Tax and Revenue Bonds, Series 2007 (the "Series 2007 Bonds"), Unlimited Tax and Revenue Bonds, Series 2009 (the "Series 2009 Bonds"), Unlimited Tax and Revenue Refunding Bonds, Series 2010 (the "Series 2010 Bonds"), Unlimited Tax and Revenue Bonds, Series 2011 (the "Series 2011 Bonds") and Unlimited Tax and Revenue Refunding Bonds, Series 2012 (the "Series 2012 Bonds"). (collectively, the "Outstanding Bonds"); and

WHEREAS, the District now desires to issue refunding bonds to refund all or part of the Outstanding Bonds (the "Refundable Bonds", and those Refundable Bonds designated by the Pricing Officer in the Pricing Certificate, each as defined herein, to be refunded are herein referred to as the "Refunded Bonds"); and

WHEREAS, all the Refunded Bonds mature or are subject to redemption prior to maturity within 20 years of the date of the bonds hereinafter authorized; and

WHEREAS, the refunding bonds hereafter authorized are being issued and delivered pursuant to Chapter 1207, Texas Government Code, as amended ("Chapter 1207"); and

WHEREAS, Chapter 1207 authorizes the District to issue refunding bonds and to deposit the proceeds from the sale thereof together with any other available funds or resources, directly with a place of payment (paying agent) for the Refunded Bonds or eligible trust company or commercial bank, and such deposit, if made before such payment dates, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Refunded Bonds; and

WHEREAS, Chapter 1207 further authorizes the District to enter into an escrow agreement with respect to the safekeeping, investment, reinvestment, administration and disposition of any such deposit, upon such terms and conditions as the District and such escrow agent may agree, provided that such deposits may be invested and reinvested in Defeasance Securities, as defined herein; and

WHEREAS, the Escrow Agreement hereinafter authorized, constitutes an agreement of the kind authorized and permitted by Chapter 1207; and

WHEREAS, the Board of Directors of the District deems it advisable and in the best interest of the District to refund the Refunded Bonds in order to achieve a net present value debt service savings of not less than 4.25% of the principal amount of the Refunded Bonds net of any District contribution with such savings, among other information and terms to be included in a Pricing Certificate to be executed by the Pricing Officer, both as hereinafter defined, all in accordance with the provisions of Chapter 1207, including Section 1207.007 thereof; and

THEREFORE, BE IT ORDERED BY THE BOARD OF DIRECTORS OF THE NORTHTOWN MUNICIPAL UTILITY DISTRICT:

Section 1. AMOUNT, NAME, PURPOSE, AND AUTHORIZATION. Each Bond issued pursuant to this Bond Order shall be known and designated as "Northtown Municipal Utility District Unlimited Tax and Revenue Refunding Bond," and the Bonds are hereby authorized to be issued and delivered in the maximum aggregate principal amount not to exceed $4,180,000 for the purpose of refunding the Refunded Bonds and paying certain costs of issuing the Bonds. The title of the Bonds shall be designated by the year in which it is awarded pursuant to Section 3 below and in the event that another series of bonds is issued by the Board within a calendar year each series within that year will have a letter designation following the year. The authority of the Pricing Officer to execute a Pricing Certificate shall expire at 5:00 p.m. on October 23, 2013. Bonds priced on or before October 23, 2013 may be delivered to the initial purchaser after such date.

Section 2. DEFINITIONS. In addition to other words and terms defined in this Order (except those defined and used in the Form of the Bonds in Section 6), and unless a different meaning or intent clearly appears in the context, the following words and terms shall have the following meanings, respectively:

"Accretion Table" means the exhibit attached to the Pricing Certificate that sets forth the rounded original principal amounts at the Issuance Date for the Premium Compound Interest Bonds and the Accreted Values and maturity amounts thereof as of each Compounding Date until final maturity.

"Additional Bonds" means the Bonds authorized by Section 14 of this Order.

"Authorized Denominations" means the denomination of $5,000 or any integral multiple thereof with respect to the Current Interest Bonds and in the denomination of $5,000 in maturity amount or any integral multiple thereof with respect to the Premium Compound Interest Bonds.

"Bonds" means and includes collectively the Premium Compound Interest Bonds and Current Interest Bonds initially issued and delivered pursuant to this Bond Order and the Pricing Certificate and all substitute Bonds exchanged therefor, as well as all other substitute bonds and replacement bonds issued pursuant hereto, and the term "Bond" shall mean any of the Bonds.

"Bond Insurer" means the insurer of the bonds, if any, as designated in the Pricing Certificate.

"Bond Order" or "Order" means this Bond Order of the Board of Directors authorizing the issuance of the Bonds.

"Code" shall mean the Internal Revenue Code of 1986, as amended.

"Commission" means the Texas Commission on Environmental Quality.

"Compounded Amount" means, with respect to a Premium Compound Interest Bond, as of any particular date of calculation, the original principal amount thereof plus all interest accrued and compounded to the particular date of calculation.

"Compounding Dates" means the dates on which interest is compounded on the Premium Compound Interest Bonds as set forth in the Accretion Table attached to the Pricing Certificate.

"Contract" shall mean the "Utility Construction Contract between the City of Austin and Northtown Municipal Utility District" dated as of August 31, 1984, and any and all supplements or amendments thereto.

"Contract Facilities" shall mean the project as defined in the Contract.

"Current Interest Bonds" means the Bonds paying current interest and maturing in each of the years and in the aggregate principal amounts set forth in the Pricing Certificate.

"Defeasance Securities" means (i) Federal Securities, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the Board of Directors adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provide for the funding of an escrow to effect the defeasance of the Bonds are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its

equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the Board of Directors adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provide for the funding of an escrow to effect the defeasance of the Bonds, are rated as to investment quality by a nationally recognized investment rating firm no less than "AAA" or its equivalent and (iv) any other then authorized securities or obligations under applicable State law that may be used to defease obligations such as the Bonds.

"Escrow Agent" means BOKF, NA dba Bank of Texas any successors escrow agent under the Escrow Agreement.

"Escrow Agreement" means the agreement by and between the District and the Escrow Agent relating to the defeasance of the Refunded Bonds.

"Federal Securities" means direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America (including Interest Strips of the Resolution Funding Corporation).

"Initial Bond" means the Bond authorized, issued, and initially delivered as provided in Section 3 of this Bond Order.

"Interest Payment Date" means a date on which interest on the Current Interest Bonds is due and payable as set forth in the Pricing Certificate.

"Interest and Sinking Fund" shall have the meaning as set forth in Section 6.

"Issuance Date" means the date of delivery of the Bonds.

"MSRB" means the Municipal Securities Rulemaking Board.

"Net Revenues" shall mean income or increment which may grow out of the ownership and operation of the District's System, less such portion of such revenue income as reasonably may be required to provide for the administration, efficient operation and adequate maintenance of the District's System; provided, however, that the term Net Revenues shall not include any revenues, now or hereafter pledged or contracted to be pledged by the District to be paid to any person pursuant to a contract authorized by Section 552.014, Texas Local Government Code, as amended (formerly Article 1109j, Texas Revised Civil Statutes, as amended) or any other contract permitted by law under which contract such revenues are to be pledged to the payment of bonds issued by the District for any special project.

"Outstanding Bonds" means the District's outstanding Northtown Municipal Utility District Unlimited Tax and Revenue Refunding Bonds, Series 2004, dated September 1, 2004, issued in the original principal amount of $2,505,000; Northtown Municipal Utility District Unlimited Tax and Revenue Bonds, Series 2006, dated April 1, 2006, issued in the original principal amount of

$4,500,000; Northtown Municipal Utility District Unlimited Tax and Revenue Bonds, Series 2007, dated October 1, 2007, issued in the original principal amount of $6,005,000; Northtown Municipal Utility District Unlimited Tax and Revenue Bonds, Series 2009, dated April 1, 2009, issued in the original principal amount of $7,560,000, Northtown Municipal Utility District Unlimited Tax and Revenue Refunding Bonds, Series 2010, dated November 1, 2010, issued in the original principal amount of $5,895,000, Northtown Municipal Utility District Unlimited Tax and Revenue Bonds, Series 2011, dated October 1, 2011, issued in the original principal amount of $4,790,000 and Northtown Municipal Utility District Unlimited Tax and Revenue Refunding Bonds, Series 2012, issued in the original principal amount of $3,850,000.

"Premium Compound Interest Bonds" means the Bonds on which no interest is paid prior to maturity, maturing in various amounts and in the aggregate principal amount as set forth in the Pricing Certificate.

"Pricing Certificate" means the Pricing Certificate of the District's Pricing Officer to be executed and delivered pursuant to Section 3 hereof in connection with the Bonds.

"Pricing Officer" means the President of the Board of the District or in his or her absence the Treasurer of the Board, acting as the designated pricing officer of the District to execute the Pricing Certificate.

"Redemption Date" means a date fixed for redemption of any Bond pursuant to the terms of this Bond Order.

"Refundable Bonds" means any of the Outstanding Bonds.

"Refunded Bonds" means those Refundable Bonds designated by the Pricing Officer in the Pricing Certificate to be refunded.

"Registrar" or "Paying Agent/Registrar" means BOKF, NA dba Bank of Texas, or such other bank, trust company, financial institution, or other entity as may hereafter be designated by the District to act as paying agent/ and registrar for the Bonds in accordance with the terms of this bond Resolution.

"Registration Books" means the books and records kept and maintained by the Paying Agent/Registrar relating to the registration, transfer, exchange and payment of the Bonds and the interest thereon.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

"Special Project Bonds" shall mean those bonds authorized pursuant to Section 14 of this Bond Order.

"System" means the works, improvements, facilities, plants, equipment, and appliances comprising the waterworks, sanitary sewer, and drainage system of the District now owned or to be hereafter purchased, constructed, or otherwise acquired whether by deed, contract, or otherwise, together with any additions or extensions thereto or improvement and replacements thereof, except the Contract Facilities and the water and/or sewer and/or drainage facilities which the District may purchase or acquire with the proceeds of the sale of Special Project Bonds, so long as such Special Project Bonds are outstanding, notwithstanding that such facilities may be physically connected with the System.

"Underwriter" means the purchaser of the Bonds as set forth in the Pricing Certificate.

Section 3. DATE, DENOMINATIONS, NUMBERS, DELEGATION TO PRICING OFFICER. (a) There initially shall be issued, sold and delivered fully registered bonds, without interest coupons, which may be in the form of Current Interest Bonds or Premium Compound Interest Bonds, numbered consecutively from R-1 upward, in the case of Current Interest Bonds, and from PC-1 upward, in the case of Premium Compound Interest Bonds (except the initial Bonds delivered to the Attorney General of the State of Texas which shall be numbered T-1 and TPC-1 and upward, respectively) payable to the respective initial Registered Owners thereof, or to the registered assignee or assignees of said Bonds or any portion or portions thereof, in Authorized Denominations, maturing not later than September 1, 2031, serially or otherwise on the dates, in the years and in the principal amounts, respectively, and dated, all as set forth in the Pricing Certificate to be executed and delivered by the Pricing Officer pursuant to subsection (b) of this Section. The Pricing Certificate is hereby incorporated in and made a part of this Order and shall be filed in the minutes of the Board as a part of this Order.

(b) As authorized by Section 1207.007, Texas Government Code, as amended, the Pricing Officer is hereby authorized to act on behalf of the District in selling and delivering the Bonds, determining which of the Refundable Bonds shall be refunded and constitute "Refunded Bonds" under this Order and carrying out the other procedures specified in this Order, including determining the date of the Bonds, any additional or different designation or title by which the Bonds shall be known, the price at which the Bonds will be sold, the years in which the Bonds will mature, the principal amount to mature in each of such years, the aggregate principal amount of Current Interest Bonds and Premium Compound Interest Bonds, the rate of interest to be borne by each such maturity, the interest payment periods, the dates, price, and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the District, as well as any mandatory sinking fund redemption provisions, and all other matters relating to the issuance, sale, and delivery of the Bonds and the refunding of the Refunded Bonds, all of which shall be specified in the Pricing Certificate; provided that (i) the price to be paid for the Bonds shall not be less than 90% of the aggregate original principal amount thereof plus accrued interest thereon from its date to its delivery, (ii) none of the Bonds shall bear interest at a rate, or yield in the case of Premium Compound Interest Bonds, greater than the maximum authorized by law, and (iii) the refunding must

produce a net present value debt service savings of at least 4.25% of the principal amount of the Refunded Bonds, net of any District contribution. In establishing the aggregate principal amount of the Bonds, the Pricing Officer shall establish an amount not to exceed the amount authorized in Section 1 of this Order, which shall be sufficient to provide for the purposes for which the Bonds are authorized and to pay the costs of issuing the Bonds.

In satisfaction of Section 1201.022(a)(3), Texas Government Code, the Board of Directors hereby determines that the delegation of the authority to the Pricing Officer to approve the method of sale and final terms and conditions of the Bonds as set forth in this Order is, and the decisions made by the Pricing Officer pursuant to such delegated authority and incorporated in the Pricing Certificate will be, in the District's best interests and shall have the same force and effect as if such determination were made by the Board of Directors, and the Pricing Officer is hereby authorized to make and include in the Pricing Certificate an appropriate finding to that effect.

(c) To achieve advantageous borrowing costs for the District, the Bonds shall be sold on a negotiated, placement or competitive basis as determined by the Pricing Officer in the Pricing Certificate. In determining whether to sell the Bonds by negotiated, placement or competitive sale, the Pricing Officer shall take into account any material disclosure issues which might exist at the time, the market conditions expected at the time of the sale and any other matters which, in the judgment of the Pricing Officer, might affect the net borrowing costs on the Bonds.

If the Pricing Officer determines that the Bonds should be sold at a competitive sale, the Pricing Officer shall cause to be prepared a notice of sale and official statement in such manner as the Pricing Officer deems appropriate, to make the notice of sale and official statement available to those institutions and firms wishing to submit a bid for the Bonds, to receive such bids, and to award the sale of the Bonds to the bidder submitting the best bid in accordance with the provisions of the notice of sale.

If the Pricing Officer determines that the Bonds should be sold by a negotiated sale or placement, the Pricing Officer shall designate the placement purchaser or the senior managing underwriter for the Bonds and such additional investment banking firms as the Pricing Officer deems appropriate to assure that the Bonds are sold on the most advantageous terms to the District. The Pricing Officer, acting for and on behalf of the District, is authorized to enter into and carry out a purchase agreement or other agreement for the Bonds to be sold by negotiated sale or placement, with the underwriters or placement purchasers at such price, with and subject to such terms as determined by the Pricing Officer pursuant to Section 3(b) above.

(d) The Current Interest Bonds shall bear interest calculated on the basis of a 360-day year composed of twelve 30-day months from the dates specified in the FORM OF BONDS set forth in this Order to their respective dates of maturity or redemption at the rates per annum set forth in the Pricing Certificate.

The Premium Compound Interest Bonds shall bear interest from the Issuance Date, calculated on the basis of a 360-day year composed of twelve 30-day months (subject to rounding to

the Compounded Amounts thereof), compounded on the Compounding Dates as set forth in the Pricing Certificate, and payable, together with the principal amount thereof, in the manner provided in the Form of Bonds at the rates set forth in the Pricing Certificate. Attached to the Pricing Certificate, if Premium Compound Interest Bonds are to be issued, shall be the Accretion Table. The Accreted Value with respect to any date other than a Compounding Date is the amount set forth on the Accretion Table with respect to the last preceding Compounding Date, plus the portion of the difference between such amount and the amount set forth on the Accretion Table with respect to the next succeeding Compounding Date that the number of days (based on 30-day months) from such last preceding Compounding Date to the date for which such determination is being calculated bears to the total number of days (based on 30-day months) from such last preceding Compounding Date to the next succeeding Compounding Date.

Section 4. **CHARACTERISTICS OF THE BONDS**. (a) Registration, Transfer, Conversion and Exchange; Authentication. The District shall keep or cause to be kept at the designated office for payment of BOKF, NA dba Bank of Texas (the "Paying Agent/Registrar") in Austin, Texas books or records for the registration of the transfer, conversion and exchange of the Bonds (the "Registration Books"), and the District hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the District and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the registered owner of each Bond to which payments with respect to the Bonds shall be mailed, as herein provided; but it shall be the duty of each registered owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. To the extent possible and under reasonable circumstances, all transfers of Bonds shall be made within three business days after request and presentation thereof. The District shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Bond or Bonds shall be paid as provided in the FORM OF BONDS set forth in this Order. Registration of assignments, transfers, conversions and exchanges of Bonds shall be made in the manner provided and with the effect stated in the FORM OF BONDS set forth in this Order. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond.

An authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Bond, date and manually sign the Paying Agent/Registrar's Authentication Certificate, and no such Bond shall be deemed to be issued or outstanding unless such Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all paid Bonds and Bonds surrendered for conversion and exchange. No additional ordinances, orders, or resolutions need be passed or adopted by the Board of Directors of the District or any other body or person so as to accomplish the foregoing conversion and exchange of any Bond or portion thereof, and the Paying Agent/Registrar shall

provide for the printing, execution, and delivery of the substitute Bonds in the manner prescribed herein, and the Bonds shall be of typewritten, photocopied, printed, lithographed, engraved or produced in any other similar manner, all as determined by the officers executing such bond as evidenced by their execution thereof. Pursuant to Chapter 1201, Government Code, as amended, the duty of conversion and exchange of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Certificate, the converted and exchanged Bond shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Bonds which initially were issued and delivered pursuant to this Order, approved by the Attorney General, and registered by the Comptroller of Public Accounts of the State of Texas (the "Comptroller").

(b) Payment of Bonds and Interest. The District hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Bonds, all as provided in this Order. The Paying Agent/Registrar shall keep proper records of all payments made by the District and the Paying Agent/Registrar with respect to the Bonds, and of all conversions and exchanges of Bonds, and replacements of Bonds, as provided in this Order. However, in the event of a nonpayment of interest on a scheduled payment date, and for 30 calendar days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the District. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 calendar days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each registered owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(c) In General. The Bonds (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Bonds to be payable only to the registered owners thereof, (ii) may be transferred and assigned, (iii) may be converted and exchanged for other Bonds, (iv) shall have the characteristics, (v) shall be signed, sealed, executed and authenticated, (vi) shall be payable as to the principal of and interest, (vii) may be redeemed prior to their scheduled maturities (notice of which shall be given to the Paying Agent/Registrar at least 40 calendar days prior to any such redemption date), and (viii) shall be administered, and the Paying Agent/Registrar and the District shall have certain duties and responsibilities with respect to the Bonds, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF BONDS set forth in this Order and in the Pricing Certificate. The Bond initially issued and delivered pursuant to this Order are not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Bond issued in conversion of and exchange for any Bond or Bonds issued under this Order the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF BONDS.

(d) Substitute Paying Agent/Registrar. The District covenants with the registered owners of the Bonds that at all times while the Bonds are outstanding the District will provide a competent and legally qualified bank, trust company, financial institution, or other agency to act as and perform the services of Paying Agent/Registrar for the Bonds under this Order, and that the Paying

Agent/Registrar will be one entity. The District reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 30 days written notice to the Paying Agent/Registrar, to be effective at such time which will not disrupt or delay payment on the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the District covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Order. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Bonds, to the new Paying Agent/Registrar designated and appointed by the District. Upon any change in the Paying Agent/Registrar, the District promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each registered owner of the Bonds, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Order and a certified copy of this Order shall be delivered to each Paying Agent/Registrar.

(e) Book-Entry-Only System. The Bonds issued in exchange for the Bonds initially issued as provided in Section 3 shall be issued in the form of a separate single fully registered Bond for each of the maturities thereof registered in the name of Cede & Co., as nominee of The Depository Trust Company of New York ("DTC") and except as provided in subsection (f) hereof, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the District and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC participants (the "DTC Participant") or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the District and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a Registered Owner, as shown on the Registration Books, of any notice with respect to the Bonds, or (iii) the payment to any DTC Participant or any person, other than a Registered Owner, as shown in the Registration Books of any amount with respect to principal of or interest on the Bonds. Notwithstanding any other provision of this Order to the contrary, but to the extent permitted by law, the District and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Registration Books as the absolute owner of such Bond for the purpose of payment of principal of and interest, with respect to such Bond, for the purposes of registering transfers with respect to such Bond, and for all other purposes of registering transfers with respect to such Bonds, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the respective Registered Owners, as shown in the Registration Books as provided in this Order, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and

discharge the District's obligations with respect to payment of principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a Registered Owner, as shown in the Registration Books, shall receive a Bond evidencing the obligation of the District to make payments of principal, and interest pursuant to this Order. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Order with respect to interest checks being mailed to the registered owner at the close of business on the Record Date the word "Cede & Co." in this Order shall refer to such new nominee of DTC.

(f) Successor Securities Depository; Transfer Outside Book-Entry-Only System. In the event that the District determines to discontinue the book-entry system through DTC or a successor or DTC determines to discontinue providing its services with respect to the Bonds, the District shall either (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names the Registered Owner transferring or exchanging Bond shall designate, in accordance with the provisions of this Order.

(g) Payments to Cede & Co. Notwithstanding any other provision of this Order to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Letter of Representations of the District to DTC.

(h) Initial Bond. The Bonds herein authorized shall be initially issued as one fully registered Current Interest Bond and one or more Premium Compound Interest Bonds as provided in the Pricing Certificate. The Initial Bonds shall be registered in the name of the Underwriter or the designees thereof. The Initial Bonds shall be the Bonds submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Comptroller and delivered to the Underwriter. Immediately after the delivery of the Initial Bonds on the Issuance Date, the Paying Agent/Registrar shall cancel the Initial Bonds delivered hereunder and exchange therefor Bonds in the form of a separate single fully registered Bond for each of the maturities thereof registered in the name of Cede & Co., as nominee of DTC and except as provided in Section 3, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

(i) DTC Blanket Letter of Representations. The District confirms execution of a Blanket Issuer Letter of Representations with DTC establishing the Book-Entry-Only System which will be utilized with respect to the Bonds.

Section 5. FORM OF BONDS. The form of the Bonds, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller to be attached to the Bond initially issued and delivered pursuant to this Order and the Pricing Certificate, shall be, respectively, substantially as follows, with such appropriate variations, omissions, or insertions as are permitted or required by this Order.

FORM OF BONDS

UNITED STATES OF AMERICA
STATE OF TEXAS

NORTHTOWN MUNICIPAL UTILITY DISTRICT
UNLIMITED TAX AND REVENUE REFUNDING BOND
SERIES _____*

[FORM OF FIRST PARAGRAPH OF CURRENT INTEREST BONDS]

NO. R- **PRINCIPAL AMOUNT**
$_____

INTEREST RATE	DATE OF BONDS	MATURITY DATE	CUSIP NO.
	_____, ____*		

REGISTERED OWNER:

PRINCIPAL AMOUNT:

ON THE MATURITY DATE specified above, **NORTHTOWN MUNICIPAL UTILITY DISTRICT** (the "District"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assign (hereinafter called the "registered owner") the principal amount set forth above, and to pay interest thereon calculated on the basis of a

*To be completed as determined by the Pricing Officer in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Pricing Certificate shall be used in the executed Bonds.

360 day year of twelve 30 day months, from _____*, payable on _____*, and semiannually on each _____* and _____* thereafter to the maturity date specified above, or the date of redemption prior to maturity, at the interest rate per annum specified above; except that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged or converted from is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full. Notwithstanding the foregoing, during any period in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, any payment to the securities depository, or its nominee or registered assigns, shall be made in accordance with existing arrangements between the District and the securities depository.

THE PRINCIPAL OF AND INTEREST ON this Bond are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Bond shall be paid to the registered owner hereof upon presentation and surrender of this Bond at maturity or upon the date fixed for its redemption prior to maturity at the designated office for payment of BOKF, NA dba Bank of Texas (the "Paying Agent/Registrar") in Austin, Texas. The payment of interest on this Bond shall be made by the Paying Agent/Registrar to the registered owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the District required by the order authorizing the issuance of the Bonds (the "Bond Order") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on or before each such interest payment date, to the registered owner hereof, at its address as it appeared at the close of business on the 15th calendar day of the month (whether or not a business day) preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. In the event of a non-payment of interest on a scheduled payment date, and for 30 calendar days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the District. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 calendar days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each registered owner as it appears on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

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* To be completed as determined by the Pricing Officer in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Pricing Certificate shall be used in the executed Bonds.

DURING ANY PERIOD in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, if fewer than all of the Bonds of the same maturity and bearing the same interest rate are to be redeemed, the particular Bonds of such maturity and bearing such interest rate shall be selected in accordance with the arrangements between the City and the securities depository.

ANY ACCRUED INTEREST due at maturity or upon the redemption of this Bond prior to maturity as provided herein shall be paid to the registered owner upon presentation and surrender of this Bond for payment at the designated office for payment of the Paying Agent/Registrar. The District covenants with the registered owner of this Bond that on or before each principal payment date, interest payment date, and any redemption date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Bond Order, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bonds, when due.

[FORM OF FIRST PARAGRAPHS OF PREMIUM COMPOUND INTEREST BOND]

NO. PC-

MATURITY AMOUNT
$_____

INTEREST RATE	ISSUANCE DATE	DATE OF BONDS	MATURITY DATE
		_____*	

REGISTERED OWNER:

MATURITY AMOUNT:

ON THE MATURITY DATE SPECIFIED ABOVE, NORTHTOWN MUNICIPAL UTILITY DISTRICT (the "District"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "Registered Owner") the Maturity Amount set forth above, representing the principal amount hereof and accrued and compounded interest hereon. Interest shall accrue on the principal amount hereof from the Issuance Date at the interest rate per annum specified above, calculated on the basis of a 360 day year comprised of twelve 30 day months, compounded semiannually on _____* and _____* of each year commencing _____, 20___*. For convenience of reference a table of the "Accreted Value" per $5,000 Maturity Amount is printed on the reverse side of this Bond.

*To be completed as determined by the Pricing Officer in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Pricing Certificate shall be used in the executed Bonds.

The term "Accreted Value" as set forth in the table on the reverse side hereof shall mean the original principal amount plus initial premium per $5,000 Maturity Amount compounded semiannually on _____* and _____* at the yield shown on such table.

THE MATURITY AMOUNT of this Bond is payable in lawful money of the United States of America, without exchange or collection charges. The Maturity Amount of this Bond shall be paid to the Registered Owner hereof upon presentation and surrender of this Bond at maturity, at the designated office for payment of BOKF, NA dba Bank of Texas which is the "Paying Agent/Registrar" for this Bond, and shall be drawn by the Paying Agent/Registrar on, and solely from, funds of the District required by the order authorizing the issuance of the Bonds (the "Bond Order") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided, payable to the Registered Owner hereof, as it appears on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. The District covenants with the Registered Owner of this Bond that on or before the Maturity Date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Bond Order, the amounts required to provide for the payment, in immediately available funds of the Maturity Amount, when due. Notwithstanding the foregoing, during any period in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, any payment to the securities depository, or its nominee or registered assigns, shall be made in accordance with existing arrangements between the District and the securities depository.

[FORM OF REMAINDER OF EACH BOND]

IF THE DATE for any payment due on this Bond shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the office for payment of the Paying Agent/Registrar is located are authorized by law or executive order to close, or the United States Postal Service is not open for business, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close, or the United States Postal Service is not open for business; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS BOND is one of a series of Bonds dated as of _____* and authorized to be issued pursuant to the Bond Order adopted by the Board of Directors of the District in the principal amount of $_____* [constituting $_____ Current Interest Bonds and $_____ Premium Compound Interest Bonds]** **FOR PURPOSES OF REFUNDING THE REFUNDED BONDS AND PAYING CERTAIN COSTS OF ISSUING THE BONDS.** Terms used herein and not otherwise defined shall have the meanings given in the Bond Order.

(Insert Redemption Provisions as provided in the Pricing Certificate)

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*To be completed as determined by the Pricing Officer in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Pricing Certificate shall be used in the executed Bonds.

ON _____* OR ON ANY DATE THEREAFTER, the Current Interest Bonds maturing on and after _____*, may be redeemed prior to their scheduled maturities, at the option of the District, with funds derived from any available and lawful source, at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption as a whole, or from time to time in part, and, if in part, the particular Current Interest Bonds, or portions thereof, to be redeemed shall be selected and designated by the District, and if less than all of a maturity is to be redeemed the Paying Agent/Registrar shall determine by lot the Current Interest Bonds, or portions thereof within such maturity to be redeemed (provided that a portion of a Current Interest Bond may be redeemed only in integral multiples of $5,000 of principal amount). [The Premium Compound Interest Bonds are not subject to redemption prior to maturity]**

THE BONDS MATURING ON _____*, _____* AND _____* (the "Term Bonds") are subject to mandatory sinking fund redemption by lot prior to maturity in the following amounts on the following dates and at a price of par plus accrued interest to the redemption date ("Term Bonds").

Term Bonds Maturing on _____

Redemption Date	Principal Amount
_____	$_____
_____*	_____

*Final Maturity

Term Bonds Maturing on _____

Redemption Date	Principal Amount
_____	$_____
_____*	_____

*Final Maturity

Term Bonds Maturing on _____

Redemption Date	Principal Amount
_____	$_____
_____*	_____

*Final Maturity

**To be included only if Current Interest Bonds and Premium Compound Interest Bonds are both issued and completed as determined in the Pricing Certificate.

THE PRINCIPAL AMOUNT of the Term Bonds required to be redeemed pursuant to the operation of the mandatory sinking fund redemption provisions shall be reduced, at the option of the District by the principal amount of any Term Bonds of the stated maturity which, at least 50 days prior to a mandatory redemption date, (1) shall have been acquired by the District at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the District with monies in the Interest and Sinking Fund at a price not exceeding the principal amount of the Term Bonds plus accrued interest to the date of purchase thereof, or (3) shall have been redeemed pursuant to the optional redemption provisions and not theretofore credited against a mandatory sinking fund redemption requirement.

AT LEAST 30 calendar days prior to the date fixed for any redemption of Current Interest Bonds or portions thereof prior to maturity a written notice of such redemption shall be sent by the Registrar by United States mail, first-class postage prepaid, to the Registered Owner of each Current Interest Bond to be redeemed at its address as it appeared on the Register on the 45th calendar day prior to such redemption date and to major securities depositories and bond information services. By the date fixed for any such redemption due provision shall be made with the Registrar for the payment of the required redemption price for the Current Interest Bonds or portions for which such payment is made, all as provided above. The Current Interest Bonds or portions thereof which are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the Registered Owner to receive the redemption price from the Registrar out of the funds provided for such payment. If a portion of any Current Interest Bond shall be redeemed, a substitute Current Interest Bond or Bonds having the same maturity date, bearing interest at the same rate, in any authorized denomination or denominations, at the written request of the Registered Owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Registered Owner upon the surrender thereof for cancellation, at the expense of the District, all as provided in the Bond Order.

WITH RESPECT TO any optional redemption of the Current Interest Bonds, unless certain prerequisites to such redemption required by the Bond Order have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Current Interest Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the District, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the District shall not redeem such Current Interest Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Current Interest Bonds have not been redeemed.

ALL BONDS OF THIS SERIES are issuable solely as fully registered Bonds, without interest coupons, in the denomination of any integral multiple of $5,000 in the case of the Current Interest Bonds and integral multiple $5,000 maturity amount in the case of Premium Compound Interest Bonds. As provided in the Bond Order, this Bond may, at the request of the registered owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate amount of fully registered Bonds, without interest coupons, payable to the appropriate registered owner, assignee or assignees, as the case may be, having any authorized denomination or denominations as requested in writing by the appropriate registered owner, assignee or assignees, as the case may be, upon surrender of this Bond to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Bond Order. Among other requirements for such assignment and transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Bond or any portion or portions hereof in any authorized denomination to the assignee or assignees in whose name or names this Bond or any such portion or portions hereof is or are to be registered. The Form of Assignment printed or endorsed on this Bond may be executed by the registered owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Bond or any portion or portions hereof from time to time by the registered owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Bond or portion thereof will be paid by the District. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, conversion or exchange (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date or (ii) with respect to any Bond or any portion thereof called for redemption prior to maturity, within forty-five (45) calendar days prior to its redemption date.

WHENEVER the beneficial ownership of this Bond is determined by a book entry at a securities depository for the Bonds, the foregoing requirements of holding, delivering or transferring this Bond shall be modified to require the appropriate person or entity to meet the requirements of the securities depository as to registering or transferring the book entry to produce the same effect.

IN THE EVENT any Paying Agent/Registrar for the Bonds is changed by the District, resigns, or otherwise ceases to act as such, the District has covenanted in the Bond Order that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the registered owners of the Bonds.

THE BONDS are payable from the proceeds of a tax, without legal limit as to rate or amount, levied upon all taxable property within the District. The Bonds are further payable from the District's Net Revenues (as defined in the Bond Order), if any. The Bond Order provides that the District reserves the right to consolidate with one or more conservation and reclamation districts, to consolidate its waterworks and sewer systems with the systems of such districts, and to secure the

Bonds and any other bonds of the District or such districts by a pledge of the net revenues of the consolidated system. The Bond Order further provides that the pledge of taxes and Net Revenues, if any, to the payment of the Bonds shall terminate at such time, if ever, as (i) money and/or direct obligations of the United States or obligations unconditionally guaranteed by the United States in an amount sufficient to defease the Bonds is deposited with or made available to the Paying Agent/Registrar in accordance with the Bond Order or (ii) the City of Austin, Texas (the "City") dissolves the District, and assumes the obligations of the District pursuant to existing Texas law and the Consent Agreement between the District and the City.

THE BONDS are issued pursuant to the Bond Order, whereunder the District covenants to levy a continuing direct annual ad valorem tax, without legal limit as to rate or amount, on taxable property within the District, for each year while any part of the Bonds are considered outstanding under the provisions of the Bond Order, in sufficient amount, together with revenues and receipts available from other sources which are equally available for such purposes, to pay interest on the Bonds as it becomes due, to provide a sinking fund for the payment of the principal of the Bonds when due or the redemption price at any earlier required redemption date, to pay when due the other contractual obligations of the issuer payable in whole or in part from taxes, and to pay the expenses of assessing and collecting such tax, all as more specifically provided in the Bond Order. The Bonds are further payable from the Net Revenues, if any, of the System. Reference is hereby made to the Bond Order for provisions with respect to the operation and maintenance of the District's facilities, the custody and application of funds, remedies in the event of a default hereunder or thereunder, and the other rights of the registered owners of the Bonds. By acceptance of this Bond the registered owner hereof consents to all of the provisions of the Bond Order, a certified copy of which is on file in the office of the District.

THE OBLIGATION to pay the principal of and the interest on this Bond is solely and exclusively the obligation of the District until such time, if ever, as the District is abolished and this Bond is assumed as described above. No other entity, including the State of Texas, any political subdivision thereof other than the District, or any other public or private body, is obligated, directly, indirectly, contingently, or in any other manner, to pay the principal of or the interest on this Bond from any source whatsoever. No part of the physical properties of the District, including the properties provided by the proceeds of the Bonds, is encumbered by any lien for the benefit of the registered owner of this Bond.

THE DISTRICT RESERVES THE RIGHT to issue (i) additional bonds equally secured by a pledge of taxes and Net Revenues or from taxes only; (ii) bonds, notes, and other obligations of inferior liens; and (iii) revenue bonds, payable solely from contracts with other persons, including private corporations, municipalities, and political subdivisions to finance facilities needed in performing any such contracts. Reference is made to the Bond Order for a complete description of the right to issue additional obligations.

TO THE EXTENT permitted by and in the manner provided in the Bond Order, the terms and provisions of the Bond Order and the rights of the registered owners of the Bonds may be modified with, in certain circumstances, the consent of the registered owners of a majority in

aggregate principal amount of the Bonds affected thereby; provided, however, that, without the consent of the registered owners of all of the Bonds affected, no such modification shall (i) extend the time or times of payment of the principal of and interest on the Bonds, reduce the principal amount thereof or the rate of interest thereon, or in any other way modify the terms of payment of the principal of or interest on the Bonds, (ii) give any preference to any Bond over any other Bond, or (iii) reduce the aggregate principal amount of the Bonds required for consent to any such modification.

THIS BOND shall not be valid or obligatory for any purpose or be entitled to any benefit under the Bond Order unless this Bond either (a) is registered by the Comptroller of Public Accounts of the State of Texas as evidenced by execution of the registration certificate endorsed hereon or (b) is authenticated as evidenced by execution of the authentication certificate endorsed hereon by the Paying Agent/Registrar.

IT IS HEREBY CERTIFIED, COVENANTED, AND REPRESENTED that all acts, conditions, and things necessary to be done precedent to the issuance of the Bonds in order to render the same legal, valid, and binding obligations of the District have happened and have been accomplished and performed in regular and due time, form, and manner, as required by law; that provision has been made for the payment of the principal of and interest on the Bonds by the levy of a continuing, direct annual ad valorem tax upon all taxable property within the District and by the pledge of Net Revenues, if any, as described above; and that issuance of the Bonds does not exceed any constitutional or statutory limitation. In the event that any provisions herein contained do or would, presently or prospectively, operate to make any part hereof void or voidable, such provisions shall be without effect or prejudice to the remaining provisions hereof, which shall nevertheless remain operative, and such violative provisions, if any, shall be reformed by a court of competent jurisdiction within the limits of the laws of the State of Texas.

IT IS FURTHER CERTIFIED that the District has designated the Bonds as "qualified tax-exempt obligations" within the meaning of Section 265(b) of the Internal Revenue Code of 1986.

IN WITNESS WHEREOF, the District has caused this Bond to be signed with the manual or facsimile signature of the President or Vice-President of the Board of Directors of the District and countersigned with the manual or facsimile signature of the Secretary or Assistant Secretary of the Board of Directors of the District, and has caused the official seal of the District to be duly impressed, or placed in facsimile, on this Bond.

NORTHTOWN MUNICIPAL UTILITY DISTRICT

Secretary [Assistant Secretary], Board of Directors	President [Vice-President], Board of Directors

(SEAL)

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE
(To be executed if this Bond is not accompanied by an executed Registration Certificate of the Comptroller of Public Accounts of the State of Texas)

It is hereby certified that this Bond has been issued under the provisions of the Bond Order described in the text of this Bond; and that this Bond has been issued in conversion or replacement of, or in exchange for, a Bond, Bonds, or a portion of a Bond or Bonds of a series which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated:

BOKF, NA dba Bank of Texas
Paying Agent/Registrar

By _____
Authorized Representative

FORM OF ASSIGNMENT:

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto

_____

_____

Please insert Social Security or Taxpayer
Identification Number of Transferee

_____

_____
(Please print or typewrite name and address,
including zip code of Transferee)

_____

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney, to register the transfer of the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

_____

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a securities transfer association recognized signature guarantee program.

_____

NOTICE: The signature above must correspond with the name of the registered owner as it appears upon the front of this Bond in every particular, without alteration or enlargement or any change whatsoever.

FORM OF REGISTRATION CERTIFICATE OF THE COMPTROLLER OF PUBLIC ACCOUNTS

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO.

I hereby certify that this Bond has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this

_____

Comptroller of Public Accounts
of the State of Texas

(COMPTROLLER'S SEAL)

INSERTIONS FOR THE INITIAL BOND

1. The initial Current Interest Bond shall be in the form set forth in this Section, except that:

A. immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As shown below" and "CUSIP NO." shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

"**ON THE MATURITY DATE SPECIFIED BELOW,** Northtown Municipal Utility District (the "District"), being a political subdivision, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on September 1 in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

Maturity Date	Principal Amount	Interest Rate

(Information from Pricing Certificate to be inserted)

The District promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from _____* at the respective Interest Rate per annum specified above. Interest is payable on _____* and semiannually on each _____* and _____* thereafter to the date of payment of the principal installment specified above; except, that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full."

C. The initial Bond for a Current Interest Bond shall be numbered "T-1."

2. The Initial Bond for Premium Compound Interest Bonds shall be numbered "TPC-1."

Section 6. SECURITY FOR THE BONDS. (a) Pledge and Levy of Taxes. For each year while any Bond is outstanding and the District remains in existence, the Board shall consider the taxable property in the District and determine the actual rate of the bond tax and/or the maintenance tax per $100 valuation of taxable property which is to be levied in that year, and levy the bond tax and/or the maintenance tax against all taxable property in the District.

(i) Annual Budget. Prior to determining the bond tax and/or maintenance tax to be levied for any calendar year, the Board shall adopt an annual budget for the District setting forth the estimated expenditures and disbursements of the District's receipts, revenues, and funds, the estimated receipts, revenues and funds and the sources thereof, and the District's debt service for the succeeding fiscal year. The budget shall be developed in accordance with generally accepted accounting procedures, and

* To be completed as determined by the Pricing Officer in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Pricing Certificate shall be used in the executed Bonds.

shall contain such budgetary items and provisions as may be reasonably necessary to reflect adequately the operations and activities of the District for the annual period covered by the budget. The board shall not determine the bond tax and/or maintenance tax to be levied for any calendar year until the Board has approved an annual budget for the expenditure and disbursement of the receipts, revenues and funds of the District.

(ii) Establishment of District Interest and Sinking Fund and Levy of Bond Tax. A special fund or account, to be designated the Northtown Municipal Utility District Interest and Sinking Fund (the "Interest and Sinking Fund") is hereby created and shall be established and maintained by the District at its official depository bank. The Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of the District, and shall be used only for paying the principal, interest and redemption price of the Bonds. All taxes levied and collected for and on account of the Bonds shall be deposited, as collected, to the credit of the Interest and Sinking Fund. During each year while any of the Bonds are outstanding and unpaid, the District shall compute and ascertain the rate and amount of ad valorem tax, based on the latest approved tax rolls of the District, with full allowances being made for tax delinquencies and costs of tax collections, which will be sufficient to raise and produce the money required to make payment of the principal and interest on the Bonds. The rate and amount of ad valorem tax is hereby ordered to be levied and is hereby levied without limit as to rate or amount and is hereby levied without limit as to rate or amount against all taxable property in the District for each year while any of the Bonds are outstanding and unpaid, and such ad valorem tax shall be assessed and collected each such year and deposited to the credit of the Interest and Sinking Fund. In determining the rate of tax to be levied, assessed and collected, the District may take into account the amount of funds on hand in the Interest and Sinking Fund including the amounts therein from the deposit of Net Revenues. The ad valorem taxes and the Net Revenues are hereby irrevocably pledged to the payment of the principal of and interest on the Bonds as same become due.

(b) Pledge of Net Revenues. The District covenants and agrees that the Net Revenues, if any, are hereby pledged for payment of the Bonds. The revenues hereby pledged shall immediately be subject to the lien of this pledge without any physical delivery thereof or further act, and the lien of this pledge shall be valid and binding as against any parties of any kind having a claim of any kind in tort, contract or otherwise against the District irrespective of whether such parties have notice thereof.

To the extent provided by law, such pledge of Net Revenues and taxes will terminate if the City takes over all properties and assets, assumes all debts, liabilities, and obligations, and performs all functions and services of the District, and the District is abolished pursuant to law and the Consent Agreement.

The laws of the State of Texas permit the District to be consolidated with one or more conservation and reclamation districts. In the event the District is consolidated with another district or districts, the District reserves the right to:

(i) Consolidate the System with a similar system of one or more districts with which the District is consolidating and operate and maintain the systems as one consolidated system (herein for purposes of this section the "Consolidated System").

(ii) Apply the net revenues from the operation of the Consolidated System to the payment of principal, interest, redemption price and bank charges on the revenue bonds or the combination tax and revenue bonds (herein for purposes of this section the "Revenue Bonds") of the District and of the district or districts with which the District is consolidating (herein collectively the "Consolidating Districts") without preference to any series of bonds (except subordinate lien revenue bonds which shall continue to be subordinate to the first lien Revenue Bonds of the Consolidating Districts).

(iii) Pledge the net revenues of the Consolidated System to the payment of principal, interest, redemption price and bank charges on Revenue Bonds which may be issued by the Consolidating Districts on a parity with the outstanding first lien Revenue Bonds of the Consolidating Districts.

(c) Perfection. Chapter 1208, Government Code, applies to the issuance of the Bonds and the pledge of taxes and revenues granted by the District under Section 7 of this Order, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Bonds are outstanding and unpaid such that the pledge of taxes and revenues granted by the District under Section 7 of this Order is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, then in order to preserve to the registered owners of the Bonds the perfection of the security interest in said pledge, the District agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

Section 7. DEFEASANCE OF BONDS. (a) Any Bond and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Bond") within the meaning of this Order, except to the extent provided in subsections (c) and (e) of this Section, when payment of the principal of such Bond, plus interest thereon to the due date or dates (whether such due date or dates be by reason of maturity, upon redemption, or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof (including the giving of any required notice of redemption) or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar for such payment (1) lawful money of the United States of America sufficient to make such payment, (2) Defeasance Securities, certified by an independent public accounting firm of national reputation to mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment and when proper arrangements have been made by the District

with the Paying Agent/Registrar for the payment of its services until all Defeased Bonds shall have become due and payable or (3) any combination of (1) and (2). At such time as a Bond shall be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes or revenues herein levied and pledged as provided in this Order, and such principal and interest shall be payable solely from such money or Defeasance Securities.

(b) The deposit under clause (ii) of subsection (a) shall be deemed a payment of a Bond as aforesaid when proper notice of redemption of such Bonds shall have been given, in accordance with this Order. Any money so deposited with the Paying Agent/Registrar as provided in this Section may at the discretion of the Board of Directors also be invested in Defeasance Securities, maturing in the amounts and at the times as hereinbefore set forth, and all income from all Defeasance Securities in possession of the Paying Agent/Registrar pursuant to this Section which is not required for the payment of such Bond and premium, if any, and interest thereon with respect to which such money has been so deposited, shall be turned over to the Board of Directors.

(c) Notwithstanding any provision of any other Section of this Order which may be contrary to the provisions of this Section, all money or Defeasance Securities set aside and held in trust pursuant to the provisions of this Section for the payment of principal of the Bonds and premium, if any, and interest thereon, shall be applied to and used solely for the payment of the particular Bonds and premium, if any, and interest thereon, with respect to which such money or Defeasance Securities have been so set aside in trust. Until all Defeased Bonds shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Bonds the same as if they had not been defeased, and the District shall make proper arrangements to provide and pay for such services as required by this Order.

(d) Notwithstanding anything elsewhere in this Order, if money or Defeasance Securities have been deposited or set aside with the Paying Agent/Registrar pursuant to this Section for the payment of Bonds and such Bonds shall not have in fact been actually paid in full, no amendment of the provisions of this Section shall be made without the consent of the registered owner of each Bond affected thereby.

(e) Notwithstanding the provisions of subsection (a) immediately above, to the extent that, upon the defeasance of any Defeased Bond to be paid at its maturity, the District retains the right under Texas law to later call that Defeased Bond for redemption in accordance with the provisions of the Order authorizing its issuance, the District may call such Defeased Bond for redemption upon complying with the provisions of Texas law and upon the satisfaction of the provisions of subsection (a) immediately above with respect to such Defeased Bond as though it was being defeased at the time of the exercise of the option to redeem the Defeased Bond and the effect of the redemption is taken into account in determining the sufficiency of the provisions made for the payment of the Defeased Bond.

Section 8. FUNDS, FLOW OF FUNDS, APPLICATION OF FUNDS AND INVESTMENTS.

(a) Designation of Funds. The following funds are hereby created or affirmed:

(i) the Operating Fund;

(ii) the Interest and Sinking Fund; and

(iii) the Escrow Fund.

Each fund shall be kept separate and apart from all other funds of the District. The Interest and Sinking Fund shall constitute a trust fund which shall be held in trust for the benefit of the owners of the Bonds. All other funds shall be used solely as provided in this Order.

(b) Operating Fund. The Operating Fund shall comprise the fund of the District for operating and maintaining the System and paying general and administrative expenses of the District. The District shall deposit to the credit of the Operating Fund all income or increment which may grow out of the ownership and operation of the System unless derived from contracts with other persons, including private corporations, municipalities, and political subdivisions which, under the terms of the authorizing orders, may be pledged for the requirements of the District's revenue bonds issued particularly to finance the facilities needed in performing any such contracts, and the District may deposit to the credit of the Operating Fund such other income or receipts of the District not otherwise required to be applied by this Order. The Operating Fund shall be used solely to (i) pay all reasonable expenses of the administration, efficient operation, and adequate maintenance of the System, (ii) transfer from time to time any excess to the credit of the Interest and Sinking Fund when needed to pay the obligations of the District payable therefrom, and (iii) to the extent the balance of the Interest and Sinking Fund and tax collections available for deposit thereto are sufficient to pay when due the obligations of the District payable from the Interest and Sinking Fund, to pay any other expense of the District.

(c) Escrow Fund. The proceeds from the sale of the Bonds after paying or making provisions for the payment of the costs in connection with issuing the Bonds, shall be deposited into the Escrow Fund as described in the Escrow Agreement in substantially the form attached hereto as Exhibit "B" with such changes as approved by the Pricing Officer.

(d) Interest and Sinking Fund. The Interest and Sinking Fund shall comprise the interest and sinking fund of the District. The District shall deposit to the credit of the Interest and Sinking Fund (i) accrued interest on the Bonds from their date to the date of their delivery, (ii) collections of District taxes or Net Revenues, if any, to the extent provided in Section 7(a) and 7(b) hereof and (iii) amounts transferred from the Operating Fund to the extent provided in paragraph (b) of this Section 8. The Interest and Sinking Fund, including interest earnings or amounts deposited therein, shall be applied solely to pay the principal or redemption price of and interest on the Bonds when due, and the fees of the Paying Agent/Registrar.

(e) Investment of Funds. The Board may place money in any fund created by this Order in time or demand deposits or invest such moneys as authorized by law at the time of such deposit. The District hereby covenants that the proceeds of the sale of the Bonds will be used as soon as practicable for the purposes for which the Bonds are issued. Obligations purchased as an investment of money in any fund shall be deemed to be a part of such fund. Except as otherwise provided by law or by this Order, amounts received from the investment of any money in any fund created by this Bond Order, except the Interest and Sinking Fund and Escrow Fund which shall be applied as set forth in Section 8(c) and (d) above, may be placed into any fund of the District as determined by the Board.

(f) Security for Funds. All funds created by this Bond Order shall be secured in the manner and to the fullest extent required by law for the security of funds of the District.

Section 9. CUSTODY, APPROVAL, AND REGISTRATION OF BONDS; BOND COUNSEL'S OPINION; CUSIP NUMBERS AND CONTINGENT INSURANCE PROVISION, IF OBTAINED. The President of the Board of Directors of the District is hereby authorized to have control of the Bonds initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Bonds pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller. Upon registration of the Bonds said Comptroller (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Bonds, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Certificate. The approving legal opinion of the District's Bond Counsel and the assigned CUSIP numbers may, at the option of the District, be printed on the Bonds issued and delivered under this Order, but neither shall have any legal effect, and shall be solely for the convenience and information of the registered owners of the Bonds. In addition, if a Municipal Bond Insurance Policy is obtained, the Bonds may bear an appropriate legend as provided by such bond insurer.

Section 10. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE BONDS. (a) The District covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Bonds as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the District covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Bonds or the Refunded Bonds or the projects financed or refinanced therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds of the Bonds or the Refunded Bonds or the projects financed or refinanced therewith are so used, such amounts, whether or not received by the District, with respect to such private business use, do not, under the terms of this Order or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Bonds, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Bonds or the Refunded Bonds or the projects financed or refinanced therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount which is greater than the lesser of $5,000,000, or 5 percent of the proceeds of the Bonds (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action which would otherwise result in the Bonds being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Bonds being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Bonds, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Bonds, other than investment property acquired with --

(A) proceeds of the Bonds invested for a reasonable temporary period of 3 years or less or, in the case of a current refunding bond, for a period of 90 days and in the case of an advance refunding bond, for a period of 30 days,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Bonds;

(7) to otherwise restrict the use of the proceeds of the Bonds or amounts treated as proceeds of the Bonds, as may be necessary, so that the Bonds do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage) and, to the extent applicable, section 149(d) of the Code (relating to advance refundings); and

(8) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Bonds) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Bonds have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code; and

(b) Rebate Fund. In order to facilitate compliance with the above covenant (8), a "Rebate Fund" is hereby established by the District for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the bondholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Proceeds. The District understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Bonds. It is the understanding of the District that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Bonds, the District will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Bonds, the District agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In furtherance of such intention, the District hereby authorizes and directs the President or Vice President of the Board of Directors to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the District, which may be permitted by the Code as are consistent with the purpose for the issuance of the Bonds.

(d) Disposition of Project. The District covenants that the property constituting the projects financed or refinanced with the proceeds of the Bonds will not be sold or otherwise disposed in a transaction resulting in the receipt by the District of cash or other compensation, unless the District obtains an opinion of nationally-recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Bonds. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the District shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Designation as Qualified Tax-Exempt Bonds. The Pricing Officer is authorized to designate the Bonds as "qualified tax-exempt obligations" as defined in section 265(b)(3) of the Code, if the District qualifies to make such designation at the time of the pricing of the Bonds, conditioned upon the purchaser identified in the Pricing Certificate certifying that the aggregate initial offering price of the Bonds to the public (excluding any accrued interest) is no greater than $10,000,000 (or such amount permitted by section 265 of the Code). Assuming such condition is met and the Pricing Officer makes such designation in the Pricing Certificate, the District represents, covenants and warrants the following: (a) that during the calendar year in which the Bonds are

issued, the District (including any subordinate entities) has not designated nor will designate bonds, which when aggregated with the Bonds, will result in more than $10,000,000 (or such amount permitted by section 265 of the Code) of "qualified tax-exempt obligations" being issued; (b) that the District reasonably anticipates that the amount of tax-exempt obligations issued during the calendar year in which the Bonds are issued, by the District (or any subordinate entities) will not exceed $10,000,000 (or such amount permitted by section 265 of the Code); and, (c) that the District will take such action or refrain from such action as necessary, and as more particularly set forth in this Section, in order that the Bonds will not be considered "private activity bonds" within the meaning of section 141 of the Code. The Pricing Officer may modify the foregoing representations, covenants and warranties in the Pricing Certificate as necessary and appropriate to comply with applicable provisions of the Code in existence at the time of pricing of the Bonds.

Section 11. SALE OF BONDS. The Bonds shall be sold and delivered, pursuant to a bond purchase agreement by and between the District and Underwriter at a price and under the terms set forth in the Pricing Certificate. The bond purchase agreement is hereby approved in substantially the form used for the District's last refunding with such changes as approved by the Pricing Officer.

Section 12. GENERAL COVENANTS OF THE DISTRICT. The District covenants and represents that:

(1) It has lawful power to issue the Bonds and to pledge the Net Revenues and has lawfully exercised such power under the Constitution and laws of the State of Texas.

(2) The Bonds shall be ratably secured in such manner that no one Bond shall have preference over other Bonds.

(3) Except for the pledge to the payment of the Bonds and the Outstanding Bonds, the Net Revenues have not been in any manner pledged to the payment of any debt or obligation of the District or of the System.

(4) It has obtained or will obtain and will comply with the terms and conditions of all franchises, permits, and authorizations and will maintain same in full force and effect.

(5) It will proceed to acquire and construct with all due diligence and dispatch so much of the System as shall have been financed with the proceeds of the Bonds.

(6) It will levy an ad valorem tax that will be sufficient to provide funds to pay the interest on the Bonds and to provide the necessary sinking fund, all as described in Section 6 of this Order.

(7) It shall keep accurate records and accounts and employ an independent certified public accountant to audit and report on its financial affairs at the close of each fiscal year. Such audits shall be in accordance with applicable law, rules, and regulations in effect from time to time, including particularly Section 50.371 et seq of the Texas Water Code, as amended, and the Water District Accounting Manual adopted by the Commission. A copy of

such audit shall be filed in the office of the District and shall be open to inspection by any interested person during normal office hours. The District shall allow any holder or holders of not less than 25% in principal amount of the bonds then outstanding to inspect the System and all records, accounts, and data of the District relating thereto at all reasonable times and shall furnish a copy of such audit report to any such holder or holders upon request upon payment to the District of the charge therefor as prescribed by law.

(8) The President, the Vice President, the Secretary, and all other officers of the Board from time to time, or any of them, are hereby authorized and directed to do any and all things required for the construction of the System and are further authorized and directed to make money of the District available for the payment of the Bonds in the manner provided by law and herein.

(9) So long as any of the Bonds or the Additional Bonds remain outstanding, the District covenants that it will at all times maintain the System or within the limits of its authority cause the same to be maintained, in good condition and working order and will operate the same, or cause the same to be operated, in an efficient and economical manner at a reasonable cost and in accordance with sound management principles. In operating and maintaining the System, the District will comply with all contractual provisions and agreements entered into by it and with all valid rules, regulations, directions or orders of any governmental, administrative or judicial body having jurisdiction over the District.

Section 13. REMEDIES OF REGISTERED OWNERS. In addition to all rights and remedies of any registered owner of the Bonds provided by the laws of the State of Texas the District and the Board covenant and agree that in the event the District defaults in the payment of the principal of or interest on any of the Bonds when due, fails to make the payments required by this Order to be made into the Interest and Sinking Fund, or defaults in the observance or performance of any of the covenants, conditions, or obligations set forth in this Order, the registered owner of any of the Bonds shall be entitled to a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the Board and other officers of the District to observe and perform any covenant, obligation, or condition prescribed in this Order. No delay or omission by any registered owner upon default shall impair any such right or power, or shall be construed to be a waiver of any such default or acquiescence therein, and every such right or power may be exercised from time to time and as often as may be deemed expedient. The specific remedies mentioned in this Order shall be available to the registered owners of the Bonds as provided herein and shall be cumulative of all other lasting remedies.

Section 14. ADDITIONAL BONDS, SPECIAL PROJECT BONDS AND REFUNDING BONDS. (a) Additional Bonds, Inferior Obligations and Refunding Bonds. The District expressly reserves the right to issue in one or more installments or issues, additional bonds heretofore voted but unissued and bonds hereafter voted and payable from a lien on and pledge of taxes and revenues on a parity with and of equal dignity with the pledge for the Bonds; and bonds, notes and other obligations of inferior liens. This District further reserves the right to issue refunding bonds, notes

or other obligations in any manner permitted by law to refund any Bonds, Additional Bonds, bonds, notes or other obligations at or prior to their respective dates of maturity or redemption.

(b) Special Project Bonds. The District further reserves the right to issue bonds in one or more installments for the purchase, construction, improvement, extension, replacement, enlargement or repair of water, sewer and/or drainage facilities necessary under contract or contracts with persons, corporations, municipal corporations, political subdivisions, or other entities, such bonds to be payable from and secured by the proceeds of such contract or contracts. The District further reserves the right to refund such bonds.

Section 15. APPROVAL OF OFFERING DOCUMENTS, PAYING AGENT/REGISTRAR AGREEMENT AND ESCROW AGREEMENT. The Pricing Officer is hereby authorized to approve the Preliminary Official Statement and the Official Statement relating to the Bonds and any addenda, supplement or amendment thereto, and to deem such document final in accordance with Rule 15c2-12, the Board further approves the distribution of such Official Statement in the reoffering of the Bonds by the Underwriter in final form, with such changes therein or additions thereto as the Pricing Officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof.

The Paying Agent/Registrar Agreement by and between the District and BOKF, NA dba Bank of Texas ("Paying Agent Agreement") in substantially the form previously approved by the District is hereby approved and the Pricing Officer is hereby authorized and directed to complete, amend, modify and execute the Paying Agent Agreement, as necessary.

The Escrow Agreement by and between the District and BOKF, NA dba Bank of Texas as Escrow Agent ("Escrow Agreement") in substantially the form previously approved by the District is hereby approved, and the Pricing Officer is hereby authorized to complete, amend, modify and execute the Escrow Agreement, as necessary.

The President, Vice President, Treasurer, the Secretary or Assistant Secretary are each hereby authorized to take such action as may be necessary to cause the purchase and delivery of the federal securities to be acquired and deposited to the credit of the escrow fund created by the Escrow Agreement.

Section 16. DAMAGED, MUTILATED, LOST, STOLEN OR DESTROYED BONDS. (a) Replacement Bonds. In the event any outstanding Bond is damaged, mutilated, lost, stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed, executed, and delivered, a new bond of the same principal amount, maturity, and interest rate, as the damaged, mutilated, lost, stolen, or destroyed Bond, in replacement for such Bond in the manner hereinafter provided.

(b) Application for Replacement Bonds. Application for replacement of damaged, mutilated, lost, stolen, or destroyed Bonds shall be made by the registered owner thereof to the Paying Agent/Registrar. In every case of loss, theft, or destruction of a Bond, the registered owner applying for a replacement bond shall furnish to the District and to the Paying Agent/Registrar such

security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft, or destruction of a Bond, the registered owner shall furnish to the District and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft, or destruction of such Bond. In every case of damage or mutilation of a Bond, the registered owner shall surrender to the Paying Agent/Registrar for cancellation the Bond so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Bond shall have matured, and no default has occurred which is then continuing in the payment of the principal of or interest on the Bond, the District may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Bond) instead of issuing a replacement Bond, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Bonds. Prior to the issuance of any replacement bond, the Paying Agent/Registrar shall charge the registered owner of such Bond with all legal, printing, and other expenses in connection therewith. Every replacement bond issued pursuant to the provisions of this Section by virtue of the fact that any Bond is lost, stolen, or destroyed shall constitute a contractual obligation of the District whether or not the lost, stolen, or destroyed Bond shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Order equally and proportionately with any and all other Bonds duly issued under this Order.

(e) Authority for Issuing Replacement Bonds. In accordance with Subchapter B of Texas Government Code, Chapter 1206, this Section of this Order shall constitute authority for the issuance of any such replacement Bond without necessity of further action by the governing body of the District or any other body or person, and the duty of the replacement of such Bonds is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Bonds in the form and manner and with the effect, as provided in Section 5(a) of this Order for Bonds issued in conversion and exchange for other Bonds.

Section 17. ORDER A CONTRACT, AMENDMENTS. The District acknowledges that the covenants and obligations of the District herein contained are a material inducement to the purchase of the Bonds. This Order shall constitute a contract with the holders of the Bonds from time to time, binding on the District and its successors and assigns, and shall not be amended or repealed by the District so long as any Bond remains outstanding except as permitted in this Section. The District may, without the consent of or notice to any holders of Bonds, from time to time and at any time amend this Order in any manner not detrimental to the interests of the holders of the Bonds, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the District may, with the written consent (expressed as provided herein) of the holders of a majority in aggregate principal amount of the Bonds then outstanding affected thereby, amend, add to, or rescind any of the provisions of this Order; provided that, without the consent of the holders of all of the Bonds affected, no such amendment addition, or rescission shall (i) extend the time or times of payment of the principal of and interest on the Bonds, reduce the principal amount thereof or the rate of interest thereon, change the place or places, or the coin or currency in which, any Bond

or the interest thereon is payable or in any other way modify the terms of payment of the principal of or interest on the Bonds, (ii) give any preference to any Bond over any other Bond, or (iii) reduce the aggregate principal amount of Bonds required for consent to any such amendment, addition, or rescission. Whenever the District shall desire to make any amendment or addition to or rescission of this Order requiring the consent of holders of the Bonds, the District shall cause notice of the amendment, addition, or rescission to be published at least once a week for two consecutive weeks in a newspaper or financial journal of general circulation in the City of Austin, Texas, the first of each such publications being at least 30 days prior to the date of adoption of such amendment, addition, or rescission. If, because of temporary or permanent suspension of publication or general circulation of such newspapers or journals, it is impossible or impracticable to publish such notice in the manner provided herein, then such publication in lieu thereof as the District shall deem satisfactory shall constitute sufficient publication of such notice. Whenever, at any time within one year after the date of the first publication of such notice, the District shall receive an instrument or instruments in writing executed by the holders of a majority in aggregate principal amount of the Bonds then outstanding affected by any such amendment, addition, or rescission requiring the consent of holders of Bonds, which instrument or instruments shall refer to the proposed amendment, addition, or rescission described in such notice and shall specifically consent to and approve the adoption thereof in substantially the form of the copy thereof referred to in such notice, thereupon, but not otherwise, the District may adopt such amendment addition, or rescission in substantially such form, except as herein provided. No holder of Bonds may thereafter object to the adoption of such amendment, addition, or rescission, or to any of the provisions thereof, and such amendment, addition, or rescission shall be fully effective for all purposes.

Section 18. PARTIES INTEREST HEREIN. Nothing in this Order, expressed or implied, is intended or shall be construed to confer upon, or to give to, any person or entity, other than the District, the Bond Insurer and the registered owners of the Bonds, any right, remedy or claim under or by reason of this Order or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Order contained by and on behalf of the District shall be for the sole and exclusive benefit of the District and the registered owners of the Bonds.

Section 19. OPEN MEETING. It is hereby officially found and determined that the meeting at which this Order is adopted, was open to the public, and public notice of the time, place, and purpose of said meeting was given, all as required by Chapter 551, Government Code, as amended and Section 49.064, Texas Water Code, as amended.

Section 20. REFUNDING OF REFUNDED BONDS. That concurrently with the delivery of the Bonds, the Pricing Officer shall cause to be deposited an amount from the proceeds of the sale of the Bonds with the Escrow Agent sufficient, together with other legally available funds of the District, if any, to provide for the refunding and defeasance of the Refunded Bonds, which are hereby called for redemption on the date determined by the Pricing Officer in the Pricing Certificate. The Pricing Officer is further authorized and directed to apply and there is hereby appropriated such moneys of the District as are necessary to fund the Escrow Fund to be established by the Escrow Agreement with amounts sufficient to provide for the defeasance of the Refunded Bonds on the date of delivery of the Bonds. The Pricing Officer is hereby authorized and directed to issue to the

Escrow Agent the Notices of Redemption with respect to the Refunded Bonds in substantially the form set forth in Exhibit "C" hereto with such changes and additions as necessary to conform to the Pricing Certificate.

Section 21. AMENDMENTS. (a) Amendment with Consent of Owners of 51% of Bonds. The owners of 51% in aggregate principal amount of then outstanding Bonds shall have the right from time to time to approve any amendment to this Bond Order which may be deemed necessary or desirable by the District; provided however, that, other than as permitted by subsection (f) of this Section 21, nothing herein contained shall permit or be construed to permit the amendment, without the consent of the owner of each of the outstanding Bonds affected thereby, of the terms and conditions of this Bond Order or the Bonds so as to:

(1) change debt service requirements, interest payment dates or the maturity or maturities of the outstanding Bonds;

(2) reduce the rate of interest borne by any of the outstanding Bonds;

(3) reduce the amount of the principal of, redemption premium, if any, or interest on the outstanding Bonds or impose any conditions with respect to such payments;

(4) modify the terms of payment of principal of, redemption premium, if any, or interest on the outstanding Bonds, or impose any conditions with respect to such payments;

(5) affect the right of the Registered Owners of less than all of the Bonds then outstanding; or

(6) decrease the minimum percentage of the principal amount of Bonds necessary for consent to any such amendment.

(b) Notice of Amendment. If at any time the District shall desire to amend this Bond Order it may cause a written notice of the proposed amendment to be published at least once on a business day in a financial newspaper, journal, or publication of general circulation in the City of New York, New York, or in the State of Texas. If, because of temporary or permanent suspension of the publication or general circulation of all such newspapers, journals, or publications, it is impossible or impractical to publish such notice in the manner provided herein, then such publication in lieu thereof as shall be made by the Registrar shall constitute a sufficient publication of notice. In addition to such publication, the Registrar shall cause a written notice of the proposed amendment to be given by registered or certified mail to Registered Owners of the Bonds as shown on the Registration Books maintained by the Registrar; provided, however, that failure to receive such written notice of the proposed amendment, or any defect therein or in the mailing thereof, shall not affect the validity of any proceeding in connection with, or the adoption of, such amendment. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the principal office of the Registrar for inspection by all Registered Owners of Bonds.

(c) Consent to Amendment. Whenever at any time not less than 30 days, and within one year, from the date of the first publication of said notice or other services of written notice the District shall receive an instrument or instruments executed by the Registered Owners of at least 51% in aggregate principal amount of all Bonds then outstanding, which instrument or instruments shall refer to the proposed amendment described in said notice and shall specifically consent to and approve such amendment, the District may adopt the amendatory resolution or order in substantially the same form.

(d) Effect of Amendment. Upon the adoption of any amendatory resolution or order pursuant to the provisions of this Section, this Bond Order shall be deemed to be amended in accordance with such amendatory resolution or order, and the respective rights, duties, and obligations under such amendatory resolution or order of all the Registered Owners shall thereafter be determined and exercised subject in all respects to such amendments.

(e) Consent of Registered Owners. Any consent given by a Registered Owners pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the first publication of the notice provided for in this Section, and shall be conclusive and binding upon all future owners of the Bonds during such period. Such consent may be revoked by the Registered Owner who gave such consent at any time after six months from the date of the first giving of such notice, or by a successor in title, by filing notice thereof with the Registrar and the District, but such revocation shall not be effective if the Registered Owners of 51% in aggregate principal amount of the then outstanding Bonds have, prior to the attempted revocation, consented to and approved the amendment.

(f) Amendments Without Consent. Notwithstanding the provisions of (a) through (f) of this Section, and without notice of the proposed amendment and without the consent of the Registered Owners. The District may, at any time, amend this Bond Order to cure any ambiguity or to cure, correct, or supplement any defective or inconsistent provision contained therein, or to make any other change that does not in any respect materially and adversely affect the interest of the Registered Owners, provided that no such amendment shall be made contrary to the provision to Section 21(a), and a duly certified or executed copy of each such amendment shall be filed with the Registrar.

Section 22. DISTRICT'S SUCCESSORS AND ASSIGNS. Whenever in this Bond Order the District is named and referred to, it shall be deemed to include its successors and assigns, and all covenants and agreements in this Bond Order by or on behalf of the District, except as otherwise provided herein, shall bind and inure to the benefit of its successors and assigns whether or not so expressed.

Section 23. NO RECOURSE AGAINST DISTRICT OFFICERS OR DIRECTORS. No recourse shall be had for the payment of the principal of or interest on the Bonds or for any claim based thereon or on this Bond Order against any officer or director of the District or any person executing the Bonds.

Section 24. PAYING AGENT/REGISTRAR. The Paying Agent/Registrar shall act as agent for the payment of principal of and interest on the Bonds and shall maintain the Register for the Bonds, all in accordance with the terms of this Bond Order. If the Paying Agent/Registrar or its successor becomes unable for any reason to act as Paying Agent/Registrar hereunder, or if the Board of Directors of the District determines that a successor Paying Agent/Registrar should be appointed, a successor Paying Agent/Registrar shall be selected by the District. Any successor Paying Agent/Registrar shall be either a bank, trust company, financial institution, or other entity duly qualified and legally authorized to serve and perform the duties as paying agent and registrar for the Bonds.

Section 25. PAYING AGENT/REGISTRAR MAY OWN BONDS. The Paying Agent/Registrar, in its individual or any other capacity, may become the owner or pledgee of the Bonds with the same rights it would have if it were not Registrar.

Section 26. BENEFITS OF ORDER PROVISIONS. Nothing in this Bond Order or in the Bonds, expressed or implied, shall give or be construed to give any person, firm, or corporation, other than the District, the Registrar, and the Registered Owners, any legal or equitable right or claim under or in respect of this Bond Order, or under any covenant, condition, or provision herein contained, all the covenants, conditions, and provisions contained in this Bond Order or in the Bonds being for the sole benefit of the District, the Registrar, and the Registered Owners.

Section 27. UNAVAILABILITY OF AUTHORIZED PUBLICATION. If, because of the temporary or permanent suspension of any newspaper, journal, or other publication, or for any reason, publication of notice cannot be made meeting any requirements herein established, any notice required to be published by the provisions of this Bond Order shall be given in such other manner and at such time or times as in the judgment of the District shall most effectively approximate such required publication, and the giving of such notice in such manner shall for all purposes of this Bond Order be deemed to be in compliance with the requirements for publication thereof.

Section 28. SEVERABILITY CLAUSE. If any word, phrase, clause, sentence, paragraph, section, or other part of this Bond Order, or the application thereof to any person or circumstance, shall ever be held to be invalid or unconstitutional by any court of competent jurisdiction, the remainder of this Bond Order and the application of such word, phrase, clause, sentence, paragraph, section, or other part of this Bond Order to any other persons or circumstances shall not be affected thereby.

Section 29. FURTHER PROCEEDINGS. The President and Secretary of the Board of Directors and other appropriate officials of the District are hereby authorized and directed to do any and all things necessary and/or convenient to carry out the terms of this Bond Order.

Section 30. PAYMENT OF ATTORNEY GENERAL FEE. The District hereby authorizes the disbursement of a fee equal to the lesser of (i) one-tenth of one percent of the principal amount of the Bonds or (ii) $9,500, provided that such fee shall not be less than $750, to

the Attorney General of Texas Public Finance Division for payment of the examination fee charged by the State of Texas for the Attorney General's review and approval of public securities and credit agreements, as required by Section 1202.004 of the Texas Government Code. The appropriate member of the District's staff is hereby instructed to take the necessary measures to make this payment. The District is also authorized to reimburse the appropriate District funds for such payment from proceeds of the Bonds.

Section 31. CONTINUING DISCLOSURE UNDERTAKING. (a) Annual Reports. The District shall provide annually to the MSRB, in an electronic format as prescribed by the MSRB, within six months after the end of any fiscal year, financial information and operating data with respect to the District of the general type included in the final Official Statement authorized by Section 15 of this Order, being the information designated by the Pricing Officer in the Pricing Certificate. Any financial statements to be so provided shall be (1) prepared in accordance with the accounting principles described in Exhibit "A" hereto, or such other accounting principles as the District may be required to employ from time to time pursuant to state law or regulation, and (2) audited, if the District commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the District shall provide unaudited financial statements within such period, and audited financial statements for the applicable fiscal year to the MSRB, when and if the audit report on such statements become available.

If the District changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the District otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document that is available to the public on the MSRB's internet web site or filed with the SEC. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

(b) Event Notices. The District shall notify the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of ten business days after the occurrence of the event, of any of the following events with respect to the Bonds:

A. Principal and interest payment delinquencies;

B. Non-payment related defaults, if material within the meaning of the federal securities laws;

C. Unscheduled draws on debt service reserves reflecting financial difficulties;

D. Unscheduled draws on credit enhancements reflecting financial difficulties;

E. Substitution of credit or liquidity providers, or their failure to perform;

F. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax-exempt status of the Bonds, or other events affecting the tax-exempt status of the Bonds;

G. Modifications to rights of holders of the Bonds, if material within the meaning of the federal securities laws;

H. Bond calls, if material within the meaning of the federal securities laws, and tender offers;

I. Defeasances;

J. Release, substitution, or sale of property securing repayment of the Bonds, if material within the meaning of the federal securities laws;

K. Rating changes;

L. Bankruptcy, insolvency, receivership or similar event of the District;

M. The consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material within the meaning of the federal securities laws; and

N. Appointment of a successor or additional trustee or the change of name of a trustee, if material within the meaning of the federal securities laws.

The District shall notify the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner, of any failure by the District to provide financial information or operating data in accordance with subsection (a) of this Section by the time required by such subsection. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

(c) Limitations, Disclaimers, and Amendments. The District shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the District remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the District in any event will give notice of any deposit made in accordance with Section 13.01 of this Order that causes the Bonds no longer to be outstanding.

The provisions of this Section are for the sole benefit of the holders and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The District undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the District's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The District does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE DISTRICT BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE DISTRICT, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR *MANDAMUS* OR SPECIFIC PERFORMANCE.

No default by the District in observing or performing its obligations under this Section shall comprise a breach of or default under this Order for purposes of any other provision of this Order.

Should the Rule be amended to obligate the District to make filings with or provide notices to entities other than the MSRB, the District hereby agrees to undertake such obligation with respect to the Bonds in accordance with the Rule as amended.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the District under federal and state securities laws.

The provisions of this Section may be amended by the District from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the District, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Order that authorizes such an amendment) of the outstanding Bonds consents to such amendment or (b) a person that is unaffiliated with the District (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interest of the holders and beneficial owners of the Bonds. If the District so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with paragraph (a) of this Section an explanation, in narrative form, of the reason for the

amendment and of the impact of any change in the type of financial information or operating data so provided. The District may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds.

Section 33. OTHER ACTIONS. The President, Vice President, Treasurer, Secretary or Assistant Secretary of the Board of Directors of the District, and all other officers, employees and agents of the District, and each of them, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the District all instruments as may be necessary or desirable in order to carry out the terms and provisions of this Bond Order, the Bonds, the initial sale and delivery of the Bonds, the Paying Agent/Registrar Agreement, any insurance commitment letter or insurance policy and the Official Statement. In addition, prior to the initial delivery of the Bonds, President, Vice President, Treasurer, Secretary or Assistant Secretary of the Board of Directors of the District, the District's Attorney and Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Order or to any of the instruments authorized and approved by this Order necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Order and as described in the Official Statement, (ii) obtain a rating from any of the national bond rating agencies or satisfy requirements of the Bond Insurer, or (iii) obtain the approval of the Bonds by the Texas Attorney General's office.

Section 34. ADDITIONAL BOND INSURANCE PROVISIONS. Bond Counsel is authorized to insert any necessary provisions required by the Bond Insurer and agreed to by the District in the Pricing Certificate executed by the Pricing Officer.

EXHIBIT "A"

CONTINUING DISCLOSURE UNDERTAKING

Accounting Principles

The accounting and reporting policies of the District relating to the funds and account groups will conform to generally accepted accounting principles (GAAP) as applied to governmental entities.

NORTHTOWN MUNICIPAL UTILITY DISTRICT
MINUTES OF BOARD OF DIRECTORS' MEETING

March 26, 2013

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

A meeting of the Board of Directors of Northtown Municipal Utility District was held on March 26, 2013, at the Wells Branch Tech Center, 1421 Wells Branch Parkway, Suite 106, Pflugerville, Texas. The meeting was open to the public and notice was given as required by the Texas Open Meetings Act. A copy of the Certificate of Posting of the notice is attached as **Exhibit "A"**.

The roll was called of the members of the Board:

Robin Campbell	-	President
Brenda Richter	-	Vice President
Scott M. Gray	-	Treasurer
Alex Martinez	-	Secretary
Felix T. Amaro, Jr.	-	Assistant Secretary

All of the Directors were present, thus constituting a quorum. Also present at the meeting were Mona Oliver, the District's on-site manager and covenant administrator; Robert Anderson of Crossroads Utility Services, LLC ("*Crossroads*"); Allen Douthitt of Bott & Douthitt, PLLC; Deputy Keith Kinnard of the Travis County Sheriff's Department; Richard Fadal of TexaScapes, Inc.; Lee Hill and Alan Rivaldo, residents of the District; Dick and Jann Brown, representing HURF; Jim Nias, representing Village @ Northtown, Ltd.; and Sue Brooks Littlefield of Armbrust & Brown, PLLC.

Director Campbell called the meeting to order at 5:45 p.m. and stated that the Board would first receive resident communications and Board member announcements. There being none, Director Campbell stated that the Board would next consider approving the minutes of the February 13, 2013 and February 26, 2013 Board meetings. Upon motion by Director Richter and second by Director Gray, the Board voted unanimously to approve the minutes.

Director Campbell then recognized Deputy Kinnard for purposes of receiving the District's security report. Deputy Kinnard reported that he was pleased to announce that the crime statistics were much improved over the prior month, with only four burglaries in Brookfield. He also reported that he had assisted Mr. Anderson in apprehending an individual who had been bypassing the District's water meter. Deputy Kinnard also reported that he had followed up on a complaint regarding an aggressive loose dog. Director Richter then moved approval of the payments to the Travis County Sheriff's deputies. Upon second by Director Martinez, the motion was unanimously adopted.

AGENDA ITEM #4

Director Campbell stated that the Board would next receive the landscape maintenance report and recognized Mr. Fadal. Mr. Fadal presented the plant of the month, Yellow Bells or Esperanza. He stated that the District had received just enough rain to green up, and explained that there was a movement to encourage native plants along creek edges, in the riparian zones, because it improved water quality and reduced erosion, and that TexaScapes was continuing this effort during the spring. Mr. Fadal stated that two replantings had been done in connection with the reforestation effort. Ms. Oliver stated that there had been a report of fire ant activity. Mr. Fadal stated that his crews would treat for ants. Director Campbell inquired if Yellow Bells was pet friendly, and Mr. Fadal stated that he believed it was. Mr. Anderson asked for the contact information for the A&M lab and Mr. Fadal agreed to provide it.

Director Campbell then stated that the Board would next receive the on-site manager's report and recognized Ms. Oliver. Ms. Oliver stated that she had filed a police report on the stolen trash collector fence, and a detective had been assigned to the case. She also reported that the Villas at Tech Ridge apartments landscaping suit had been resolved, and Directors Campbell and Amaro confirmed that the appearance of the complex was much improved. Ms. Oliver then presented three purchase requests. She explained that the first request, attached as **Exhibit "B"**, was for a crossover ladder. Director Richter stated that this was a safety issue and moved approval of the purchase request. Upon second by Director Martinez, the Board voted unanimously to approve the purchase. Ms. Oliver then recommended purchase of additional Mutt Mitts, noting that, if the District ordered at this time, it would receive two free dispensers as indicated in **Exhibit "C"**. Mr. Rivaldo stated that there was no Mutt Mitt dispenser in the Wildflower Park. Director Richter moved approval of the purchase, with additional authorization of up to $1,000 to install the two additional dispensers along the trail. Ms. Oliver then reviewed the request for purchase of additional pond signage, attached as **Exhibit "D"**, which, she noted, was recommended by the District's engineer. Upon second by Director Gray, the Board voted unanimously to authorize the purchase the additional pond signage as well as the purchase of the Mutt Mitts and the expenditure of up to $1,000 for the installation of two additional dispensers along the trail.

Director Campbell stated that the Board would next conduct its annual review of the District's Water Conservation and Drought Contingency Plan. After discussion, upon motion by Director Richter and second by Director Gray, the Board voted unanimously to approve the Resolution Confirming Annual Review of Water Conservation and Drought Contingency Plan attached as **Exhibit "E"**.

Director Campbell then advised the Board that Mr. Foster had been unable to attend, but that he had indicated that he had no action items to present. Director Richter stated that the Parks Subcommittee needed to meet with Mr. Foster about finishing out the playscape projects. Director Campbell stated that Mr. Foster was expecting additional information from the City of Austin on the force main project. Director Amaro stated that he had looked at the layout for the second phase of the apartments and that the layout appeared to be consistent with the Board's approval.

Director Campbell then recognized Mr. Douthitt for purposes of receiving the bookkeeper's report. Mr. Douthitt presented the updated bookkeeper's report attached

as **Exhibit "F"** and reviewed it with the Board. He reviewed the action list on page one of his report, including the funds transfers he was recommending for approval. He noted that these included a transfer to the bookkeeper's account to cover the activity for the prior month, as well as a transfer from the District's lock box account to the operating account. Mr. Douthitt stated that he had forwarded the surplus funds analysis to Ms. Allen and that she was getting final approval from Ms. Polumbo, the District's bond counsel. He stated that Ms. Allen had requested that he obtain Board approval, subject to Ms. Polumbo's approval, of the transfers listed on **Exhibit "F"**, noting that these would be transferred to reimburse the general fund. Mr. Douthitt stated that this would leave approximately $1,900,000 to pay the cost of the force main project. He then reviewed the disbursements that were being presented for approval, and called the Board's attention to the payments that had been added since the packet date. He noted that these included a payment for a bond for the District's tax assessor-collector. Mr. Douthitt reported that the District was still ahead of plan with regard to its budget, noting that this generally came from cost savings and higher than anticipated wastewater revenues. Director Gray inquired about the tax assessor-collector's bond and Ms. Littlefield explained that this was a State law requirement because the County Tax Assessor-Collector handled District funds and, specifically, the District's tax collections. Upon motion by Director Richter and second by Director Gray, the Board voted unanimously to approve the payment of the bills and invoices and the transfers as presented, with the transfers to the District's general fund from the capital projects funds being subject to Ms. Polumbo's approval.

Director Campbell then recognized Mr. Anderson for purposes of receiving the general manager's report. Mr. Anderson reviewed his report, noting that he had no 90-day delinquent accounts and only five write-offs to present. He stated that all lab results were satisfactory. Upon motion by Director Richter and second by Director Gray, the Board voted unanimously to approve the write-offs listed on **Exhibit "G"**.

Director Campbell stated that the Board would next discuss the District's identity theft prevention program and recognized Mr. Anderson. Mr. Anderson confirmed that the program was effective and stated that he had no incidents to report and that no changes to the program were recommended. Upon motion by Director Gray and second by Director Amaro, the Board voted unanimously to approve the Resolution Confirming Annual Review of Identity Theft Prevention Program attached as **Exhibit "H"**.

Director Campbell then stated that the Board would consider taking action regarding the District's residential plumbing inspection program. Ms. Littlefield called the Board's attention to the fee increases described on **Exhibit "I"**. After discussion, upon motion by Director Gray and second by Director Richter, the Board voted unanimously to approve the revised Plumbing Services Agreement with Roadrunner Inspection Services attached as **Exhibit "J"** and the Amendment to Order Establishing Service Rates, Charges and Tap Fees and Adopting Rules and Policies with Respect to the District's Water, Wastewater and Drainage Systems attached as **Exhibit "K"**.

Director Campbell stated that the Board would next discuss park development matters and recognized Director Richter, who stated that she had nothing to report.

Director Campbell then recognized Ms. Littlefield for purposes of receiving the attorney's report. Ms. Littlefield advised the Board that Mr. Brown was present in order to address the Board about HURF's successful effort to challenge the City of Austin's outside-the-city electric rate increase. Mr. Brown advised the Board that the PUC staff had evaluated all of the information submitted and had determined that the City was passing through many inappropriate charges to the electric customers and had essentially torn Austin Energy's case to shreds. He stated that, as a result, early in the process, the Austin Energy lawyers had determined it would be wise to settle the case rather than have the appeal move forward to the Commissioners. Director Amaro left the meeting at 6:25 p.m. Mr. Brown noted that HURF's complaint was over the suburban rates, which required the higher tiers to subsidize the lower tiers, and primarily affected the suburban homes, which were generally larger than the inner-city homes. He noted that the top tier rate exceed $0.16 per kilowatt hour. Mr. Brown explained that the final settlement provided that, outside the city, there would be three tiers only, so the top rate was now $0.13 and then became flat, while customers inside the city would pay more, depending on consumption. He stated that the monetary value of the settlement was between $5,000,000 and $6,000,000 per year and, while this was not a significant amount to the City, it was an important statement to the City. Mr. Brown advised the Board that the total cost of the challenge was approximately $200,000, and that the outlying MUDs and WCIDs had contributed largely to this effort. He requested additional funding to allow payment of the professionals who had handled the appeal. Mr. Hill stated that he felt a contribution of $3,500 to $5,000 was appropriate, noting that there were fewer people in larger houses in this District. Mr. Rivaldo concurred. Director Gray stated that he would feel comfortable with a contribution of $3,000. Director Campbell stated that the Board had initially supported this effort because it felt it was a legitimate cause and obviously it had been successful. He stated that he felt that an additional $5,000, the same amount originally invested, was appropriate. Director Martinez agreed, and noted that he was very pleased with the successful result and the statement that it made to the City. Director Richter then moved that the Board approve additional funding of $5,000. Upon second by Director Martinez, the motion was unanimously adopted.

Ms. Littlefield then presented the Addendum to Exhibit "A" to the Rebate Services Agreement with BLX Group and explained that it would include the District's 2012 bond refunding in the analysis. Upon motion by Director Gray and second by Director Martinez, the Board voted unanimously to approve addendum attached as **Exhibit "L"**. Ms. Littlefield then reported that the District had received a notice of a class action settlement relating to certain credit card processing fees, but that it appeared, based on discussions with Mr. Anderson, that the assembly of information might cost more than any potential settlement proceeds. After discussion, no action was taken.

Director Campbell stated that the Board would next discuss the City of Austin's wholesale water and wastewater rates. Director Campbell reported that the Rate Challenge Subcommittee had not had a formal meeting, but he had had a discussion with Mr. Wilburn on the telephone and the recommended action was to proceed with filing of a formal appeal. Director Campbell noted that Mr. Wilburn had asked that the

Board confirm that it was in favor of moving forward. After discussion, the Board agreed that it wished to move forward.

Director Campbell then stated that the Board would discuss personnel matters. Director Richter moved that the Board approve a 6% salary adjustment for Ms. Oliver effective March 1, based on her excellent performance. Upon second by Director Gray, the motion was unanimously adopted. Director Campbell advised those present that this action was pursuant to the Board's review of Ms. Oliver at the prior meeting. Director Gray reported that he was in discussions with a potential supplier of retirement plans for the District's employees, noting that finding a supplier had been difficult due to the small employee base.

Director Campbell stated that the Board would next discuss the Contract for Maintenance and Operation of Retail Utility System with Crossroads Utility Services, LLC. After discussion, the Board agreed that Director Martinez and Director Campbell would serve as the subcommittee to renegotiate the agreement, as its current term expired July 31, 2013.

Director Campbell then recognized Director Richter, who moved that the Board authorize any Directors who wished to and the on-site administrator to attend the Summer CASE Conference. Upon second by Director Gray, the motion was unanimously adopted.

Director Campbell stated that the Board would next receive reports from developers' and landowners' representatives, and recognized Mr. Nias. Mr. Nias reminded the Board that, at its last meeting, the Board had approved the proposed land plan change for the Village @ Northtown subject to a covenant, which he had submitted. After discussion, the Board confirmed that its Subcommittee, consisting of Directors Martinez and Campbell, would be authorized to finalize and execute the Covenant.

Mr. Douhtitt reported that the City of Austin was scheduled to approve the District's bond refunding and that Ms. Allen had requested that an item be placed on the Board's next meeting agenda.

There being no further business to come before the Board, upon motion by Director Richter and second by Director Martinez, the Board voted unanimously to adjourn.

Date: _____.

(SEAL)

_____
Alex Martinez, Secretary
Board of Directors

TEXASCAPES
EXCELLENCE IN LANDSCAPING

M O N T H L Y R E P O R T

TO: Northtown M.U.D. Board of Directors

FROM: TexaScapes, Inc.

DATE: April 5, 2014

REPORT PERIOD: *March 1, 2013 to March 31, 2013*

1. PARKS & ENTRANCE GROUNDS MAINTENANCE:

The contracted areas received regular service maintenance (including weed control, litter control, mowing, stringtrimming, and tree/shrub trimming) on the following dates:

3/5	3/12	3/19	3/26	

Highlights of services performed during regular maintenance:

Task/Area/Observation:
Crews performed the standard weekly maintenance tasks including mowing & string-trimming of all irrigated turf areas throughout the District, as well as changing out the color in all color beds found within the District. Crews also finished spot-treating for ants throughout the District property and also picked up an excessive amount of leaves following a moderate-to- severe rainstorm. In addition, crews completed the annual ladybug release throughout the District's property and also hand-watered areas within the District where needed.

2. IRRIGATION SYSTEM MAINTENANCE:

Irrigation checks were performed on the following dates:

3/5	3/12	3/19	3/26	

Additional services or observations pertaining to the irrigation system:

Task/Area/Observation:
Our Licensed Irrigator performed a comprehensive irrigation system analysis and made any necessary repairs which totaled less than the pre-approved $300 maximum while he was still onsite.

3. CHANNEL/NATURAL AREA MAINTENANCE:

Channel/Natural area maintenance occurred during the week of:	03/11/13

Additional services or observations pertaining to the channels:

Task/Area/Observation:
Crews completed the collection & removal of all trash/litter observed throughout the channels & greenbelts found within the District, as well as performing weed control in these same areas and removing silt accumulations too.

4. TRAIL SYSTEM MAINTENANCE:

3/5	3/12	3/19	3/26	

Additional services or observations pertaining to the trails:

Task/Area/Observation:
In addition to the standard weekly maintenance tasks of the trail system, crews also finished performing weed control throughout the entire trail system as well. Additionally, crews collected and removed all trash/litter & debris they observed throughout these same areas.

AGENDA ITEM #6

TEXASCAPES
EXCELLENCE IN LANDSCAPING

5. STATUS OF PROPOSAL WORK:

Proposal #8216 – 2012 Northtown Poison Ivy Treatment Program	-	Pending/In-Progress
Proposal #8314 – Re-forestation: Park Trail to Disc Golf Hole #1 (Update +)	-	Completed 03/12/13
Proposal #8330 – Landscape Screening of Well/Irrigation Valves	-	Completed 03/12/13

6. ADDITIONAL ITEMS OF NOTE:

NORTHTOWN MUNICIPAL UTILITY DISTRICT
MISCELLANEOUS DIRECTIVES
January 22, 2013

Richard Fadal/TexaScapes

1. Send Robert Anderson the contact information for the A&M lab. (*Done.*)

NORTHTOWN MUD

March 16, 2013 to April 12, 2013

- Hand watered and repaired wells around vines at Settlers Meadow Pond G-2.
- Assisted with covenant inspections and general administration.
- Weekly general cleaning at office and pavilion.
- Posted and removed agendas. Posted next meeting date on entrance signs.
- Removed 28 various bandit signs in District.
- Replaced missing Stage 2 water restriction signs.
- Cut up & disposed of downed trees in Wildflower & 50 Acre Park due to storm.
- Installed lock on cistern hatch in 50 Acre Park.
- Installed locks on park entry gates to hold them open & prevent swinging.
- Installed red tape on all disc golf baskets so they can be easily spotted from a distance.
- Installed rocks around south end of new 12 inch PVC culvert at former Wildflower playscape. (Work in progress)
- Rented steam cleaner from HEB to clean carpet at office.
- Filled skunk holes at Wildflower Park Pond E2 concrete spillway borders.
- Removed four wasp nests from pavilion.
- Completed repairs on trails after rain events.
- Reinstalled a fire hydrant cap along Harris Ridge Drive. Found cap near Hydrant.
- Installed new Stormwater signs at E2, E3, Meadow Point Park Pond, & Parkway Pond 1.
- Installed a Mutt Mitt Station in Wildflower and another in Meadow Point Park.
- Removed a bench, table and the BBQ pit from Meadow Point play area.
- Relocated trash receptacle near No. 1 tee box due to new landscaping.
- Reinstalled missing burn ban signs throughout District roadways and parks.
- Greased door locks at pavilion and dumpster.
- Repaired tee boxes No. 1, 2, 3, and 7.
- Reported 2 missing street signs to Travis County Street Department.
- Called bee relocation service to remove beehive near creek in 50 Acre Park.
- Called Tech Center manager to report beehive at district office back door.

- Ordered Crossover ladder for pond, per BOD approval on Mar 26th
- Ordered Mutt Mitts and 2 extra units, per BOD approval on Mar 26th (Received)
- Ordered Stormwater Signs, per BOD approval on Mar 26th (Received)
- Attended CASE meeting at Conference Center
- Attended TML Regional Meeting regarding healthcare hosted by Exec Director Susan Smith
- Registered Director Richter, Director Amaro & self for Annual CASE Conference
- Sent quarterly Covenant insert for April water bill to Crossroads & Director Campbell for web site
- Opened Insurance Claim with Liberty Mutual regarding their client running over a fire hydrant on Harris Ridge (TCSO Case # 138656)
- Tentatively set up "Clean Up Days" with Scout Leader Mr. Cross and TDS for June 1 & 8
- Performed final walk-thru with Park subcommittee on playscape project noting 2 outstanding issues

AGENDA ITEM # 7(a)

NORTHTOWN MUD

Parks & Playscapes

Weekly Inspection

Week Ending: 22-Mar-13 **Inspection by:** Ernest Robles

Inspected Items	Stoney Creek Park & Playscape	50 Acre Park & Playscape	Meadow Pointe Park & Playscape	Wildflower Park & Playscape
Ants	OK	OK	OK	OK
Bar-b-que Pits	OK	OK	OK	NA
Benches	OK	OK	OK	NA
Bridges - Foot	NA	NA	OK	OK
Bridges - Ped	NA	OK	NA	NA
Disc Baskets	NA	OK	NA	NA
Disc Course	NA	OK	NA	NA
Disc Tee Boxes	NA	OK	NA	NA
Dog Run	NA	OK	NA	NA
Drain Pipes	OK	OK	OK	OK
Fence Line	OK	OK	NA	NA
Fitness Station	OK	OK	NA	NA
Grass	OK	OK	OK	OK
Hardware	OK	OK	NA	NA
Lights	OK	OK	NA	NA
Mulch Levels	OK	OK	NA	NA
Mulch Raked	NO	NO	NA	NA
Parking Lot	NA	OK	NA	NA
Pavilion	NA	OK	NA	NA
Pea Gravel Level	NA	NA	OK	NA
Pea Gravel Raked	NA	NA	NO	NA
Picnic Tables	OK	OK	OK	OK
Playscapes	OK	OK	NA	OK
Sand Box Level	OK	NA	NA	NA
Security Cameras	OK	OK	NA	NA
Sidewalks	OK	OK	OK	OK
Signs	OK	OK	NA	OK
Soccer Fields	NA	OK	NA	OK
Soccer Goals	NA	OK	NA	OK
Trail System	NA	OK	OK	OK
Trash Cans	OK	OK	OK	OK
Volleyball Area	OK	NA	NA	OK
Wasp Nests	OK	OK	OK	OK
Water Fountain	OK	OK	NA	NA

Comments: Removed chalk drawings off of Pavilion floor.

Ernest Robles

NORTHTOWN MUD

Parks & Playscapes

Weekly Inspection

Week Ending: 29-Mar-13 **Inspection by:** Ernest Robles

Inspected Items	Stoney Creek Park & Playscape	50 Acre Park & Playscape	Meadow Pointe Park & Playscape	Wildflower Park & Playscape
Ants	OK	OK	OK	OK
Bar-b-que Pits	OK	OK	OK	NA
Benches	OK	OK	OK	NA
Bridges - Foot	NA	NA	OK	OK
Bridges - Ped	NA	OK	NA	NA
Disc Baskets	NA	OK	NA	NA
Disc Course	NA	OK	NA	NA
Disc Tee Boxes	NA	OK	NA	NA
Dog Run	NA	OK	NA	NA
Drain Pipes	OK	OK	OK	OK
Fence Line	OK	OK	NA	NA
Fitness Station	CLEANED	CLEANED	NA	NA
Grass	OK	OK	OK	OK
Hardware	CHECKED	CHECKED	NA	NA
Lights	OK	OK	NA	NA
Mulch Levels	OK	OK	NA	NA
Mulch Raked	YES	YES	NA	NA
Parking Lot	NA	OK	NA	NA
Pavilion	NA	OK	NA	NA
Pea Gravel Level	NA	NA	OK	NA
Pea Gravel Raked	NA	NA	NO	NA
Picnic Tables	OK	OK	OK	OK
Playscapes	OK	OK	NA	OK
Sand Box Level	RAKED	NA	NA	NA
Security Cameras	OK	OK	NA	NA
Sidewalks	OK	OK	OK	OK
Signs	OK	OK	NA	OK
Soccer Fields	NA	OK	NA	OK
Soccer Goals	NA	OK	NA	OK
Trail System	NA	OK	OK	OK
Trash Cans	OK	OK	OK	OK
Volleyball Area	RAKED	NA	NA	OK
Wasp Nests	OK	OK	OK	OK
Water Fountain	CLEANED	CLEANED	NA	NA

Comments: Filled hole in Stoney Creek Park.

Ernest Robles

NORTHTOWN MUD

Parks & Playscapes

Weekly Inspection

Week Ending: 5-Apr-13 **Inspection by:** Ernest Robles

Inspected Items	Stoney Creek Park & Playscape	50 Acre Park & Playscape	Meadow Pointe Park & Playscape	Wildflower Park & Playscape
Ants	OK	OK	OK	OK
Bar-b-que Pits	OK	OK	OK	NA
Benches	OK	OK	OK	NA
Bridges - Foot	NA	NA	OK	OK
Bridges - Ped	NA	OK	NA	NA
Disc Baskets	NA	OK	NA	NA
Disc Course	NA	OK	NA	NA
Disc Tee Boxes	NA	OK	NA	NA
Dog Run	NA	OK	NA	NA
Drain Pipes	OK	OK	OK	OK
Fence Line	OK	OK	NA	NA
Fitness Station	CLEANED	CLEANED	NA	NA
Grass	OK	OK	OK	OK
Hardware	CHECKED	CHECKED	NA	NA
Lights	OK	OK	NA	NA
Mulch Levels	OK	OK	NA	NA
Mulch Raked	YES	YES	NA	NA
Parking Lot	NA	OK	NA	NA
Pavilion	NA	OK	NA	NA
Pea Gravel Level	NA	NA	OK	NA
Pea Gravel Raked	NA	NA	NO	NA
Picnic Tables	OK	OK	OK	OK
Playscapes	OK	OK	NA	OK
Sand Box Level	RAKED	NA	NA	NA
Security Cameras	OK	OK	NA	NA
Sidewalks	OK	OK	OK	OK
Signs	OK	OK	NA	OK
Soccer Fields	NA	OK	NA	OK
Soccer Goals	NA	OK	NA	OK
Trail System	NA	OK	OK	OK
Trash Cans	OK	OK	OK	OK
Volleyball Area	RAKED	NA	NA	OK
Wasp Nests	OK	OK	OK	OK
Water Fountain	CLEANED	CLEANED	NA	NA

Comments:

Ernest Robles

NORTHTOWN MUD

Parks & Playscapes

Weekly Inspection

Week Ending: 12-Apr-13 **Inspection by:** Ernest Robles

Inspected Items	Stoney Creek Park & Playscape	50 Acre Park & Playscape	Meadow Pointe Park & Playscape	Wildflower Park & Playscape
Ants	OK	OK	OK	OK
Bar-b-que Pits	OK	OK	OK	NA
Benches	OK	OK	OK	NA
Bridges - Foot	NA	NA	OK	OK
Bridges - Ped	NA	OK	NA	NA
Disc Baskets	NA	OK	NA	NA
Disc Course	NA	OK	NA	NA
Disc Tee Boxes	NA	OK	NA	NA
Dog Run	NA	OK	NA	NA
Drain Pipes	OK	OK	OK	OK
Fence Line	OK	OK	NA	NA
Fitness Station	CLEANED	CLEANED	NA	NA
Grass	OK	OK	OK	OK
Hardware	CHECKED	CHECKED	NA	NA
Lights	OK	OK	NA	NA
Mulch Levels	OK	OK	NA	NA
Mulch Raked	YES	YES	NA	NA
Parking Lot	NA	OK	NA	NA
Pavilion	NA	OK	NA	NA
Pea Gravel Level	NA	NA	OK	NA
Pea Gravel Raked	NA	NA	NO	NA
Picnic Tables	OK	OK	OK	OK
Playscapes	OK	OK	NA	OK
Sand Box Level	RAKED	NA	NA	NA
Security Cameras	OK	OK	NA	NA
Sidewalks	OK	OK	OK	OK
Signs	OK	OK	NA	OK
Soccer Fields	NA	OK	NA	OK
Soccer Goals	NA	OK	NA	OK
Trail System	NA	OK	OK	OK
Trash Cans	OK	OK	OK	OK
Volleyball Area	RAKED	NA	NA	OK
Wasp Nests	OK	OK	OK	OK
Water Fountain	CLEANED	CLEANED	NA	NA

Comments: Removed 2 pigeons from the women's restroom at the pavilion.

Ernest Robles

Northtown MUD
Park Maintenance Department
Weekly Pond Inspections

Week Of: March 22, 2013

Inspector | | Ernest |

Pond Name And General Locations	Wet Dry	Action Status	Responsible Entity	DATE ********	DATE 3/20	DATE ********
Wildflower Park (E2) 2 Ponds	Wet & Dry	Check	MUD	********	OK	********
Wildflower Park	Picked Up Trash			Work In Progress		
Wildflower Park (E3)	Dry	Check	MUD	********	OK	********
Wildflower Park	Picked Up Trash					
Detention Ponds - 2 Ponds	Wet & Dry	Check	MUD	********	OK	********
Meadow Point Park	Picked Up Trash					
Northtown Park Pond (B3)	Dry	Check	MUD	********	OK	********
Between Cambourne Dr. & Harris Ridge Blvd.			Picked Up Trash			
Parkway Pond 1	Dry	Check	MUD	********	OK	********
Harris Ridge Blvd.	Picked Up Trash					
Parkway Pond 2	Dry	Check	MUD	********	OK	********
Merseyside Lane						
Parkside Pond	Wet	Check	MUD	********	OK	********
Sebastian Lane	Picked Up Trash			Work In Progress		
East Lift Station Pond	Dry	Check	MUD	********	OK	********
Tudor House Drive				Work In Progress		
Gaston Sheldon 5 Pond (I4)	Dry	Check	MUD	********	OK	********
Darjeeling Drive	Picked Up Trash			Work In Progress		
Settlers Meadow Pond (G2-G3)	Dry	Check	MUD	********	OK	********
East & West Lantern Drive	Picked Up Trash					
Gaston Sheldon Pond (I3)	Wet	Check	MUD	********	OK	********
Battenberg Lane	Picked Up Trash			Work In Progress		
Gaston Sheldon Pond (I1)	Wet	Check	MUD	********	OK	********
Ceylon Tea Drive	Picked Up Trash					
Gaston Sheldon Pond (I2)	Dry	Check	MUD	********	OK	********
Ceylon Tea Drive	Picked Up Trash					

Total Ponds - 16 **Supervisor:** Ernest Robles

Comments
Items identified in Engineers Annual Inspection/No new items.

Northtown MUD
Park Maintenance Department
Weekly Pond Inspections

Week Of: March 29, 2013

Inspector: Ernest

Pond Name And General Locations	Wet Dry	Action Status	Responsible Entity	DATE ********	3/27	********
Wildflower Park (E2) 2 Ponds *Wildflower Park*	Wet & Dry	Check	MUD	********	OK	********
				Work In Progress		
Wildflower Park (E3) *Wildflower Park*	Dry	Check	MUD	********	OK	********
Detention Ponds - 2 Ponds *Meadow Point Park*	Wet & Dry	Check	MUD	********	OK	********
Northtown Park Pond (B3) *Between Cambourne Dr. & Harris Ridge Blvd.*	Dry	Check	MUD	********	OK	********
Parkway Pond 1 *Harris Ridge Blvd.*	Dry	Check	MUD	********	OK	********
	Raked Sand Bed					
Parkway Pond 2 *Merseyside Lane*	Dry	Check	MUD	********	OK	********
Parkside Pond *Sebastian Lane*	Wet	Check	MUD	********	OK	********
				Work In Progress		
East Lift Station Pond *Tudor House Drive*	Dry	Check	MUD	********	OK	********
				Work In Progress		
Gaston Sheldon 5 Pond (I4) *Darjeeling Drive*	Dry	Check	MUD	********	OK	********
				Work In Progress		
Settlers Meadow Pond (G2-G3) *East & West Lantern Drive*	Dry	Check	MUD	********	OK	********
Gaston Sheldon Pond (I3) *Battenberg Lane*	Wet	Check	MUD	********	OK	********
				Work In Progress		
Gaston Sheldon Pond (I1) *Ceylon Tea Drive*	Wet	Check	MUD	********	OK	********
Gaston Sheldon Pond (I2) *Ceylon Tea Drive*	Dry	Check	MUD	********	OK	********

Total Ponds - 16 **Supervisor:** Ernest Cobles

Comments
Items identified in Engineers Annual Inspection/No new items.

Northtown MUD
Park Maintenance Department
Weekly Pond Inspections

Week Of: April 5, 2013

Inspector: Ernest

Pond Name And General Locations	Wet Dry	Action Status	Responsible Entity	DATE ********	DATE 4/2	DATE ********
Wildflower Park (E2) 2 Ponds	Wet & Dry	Check	MUD	********	OK	********
Wildflower Park				Work In Progress		
Wildflower Park (E3)	Dry	Check	MUD	********	OK	********
Wildflower Park						
Detention Ponds - 2 Ponds	Wet & Dry	Check	MUD	********	OK	********
Meadow Point Park						
Northtown Park Pond (B3)	Dry	Check	MUD	********	OK	********
Between Cambourne Dr. & Harris Ridge Blvd.						
Parkway Pond 1	Dry	Check	MUD	********	OK	********
Harris Ridge Blvd.						
Parkway Pond 2	Dry	Check	MUD	********	OK	********
Merseyside Lane						
Parkside Pond	Wet	Check	MUD	********	OK	********
Sebastian Lane				Work In Progress		
East Lift Station Pond	Dry	Check	MUD	********	OK	********
Tudor House Drive				Work In Progress		
Gaston Sheldon 5 Pond (I4)	Dry	Check	MUD	********	OK	********
Darjeeling Drive				Work In Progress		
Settlers Meadow Pond (G2-G3)	Dry	Check	MUD	********	OK	********
East & West Lantern Drive						
Gaston Sheldon Pond (I3)	Wet	Check	MUD	********	OK	********
Battenberg Lane				Work In Progress		
Gaston Sheldon Pond (I1)	Wet	Check	MUD	********	OK	********
Ceylon Tea Drive	Removed Dead Cat and Raccoon.					
Gaston Sheldon Pond (I2)	Dry	Check	MUD	********	OK	********
Ceylon Tea Drive						

Total Ponds - 16

Supervisor: Ernest Robles

Comments

Items identified in Engineers Annual Inspection/No new items.

Northtown MUD
Park Maintenance Department
Weekly Pond Inspections

Week Of: April 12, 2013

Inspector: Ernest

Pond Name And General Locations	Wet Dry	Action Status	Responsible Entity	DATE ********	DATE 4/10	DATE ********
Wildflower Park (E2) 2 Ponds *Wildflower Park*	Wet & Dry	Check	MUD	********	OK	********
					Work In Progress	
Wildflower Park (E3) *Wildflower Park*	Dry	Check	MUD	********	OK	********
Detention Ponds - 2 Ponds *Meadow Point Park*	Wet & Dry	Check	MUD	********	OK	********
Northtown Park Pond (B3) *Between Cambourne Dr. & Harris Ridge Blvd.*	Dry	Check	MUD	********	OK	********
					Picked Up Trash	
Parkway Pond 1 *Harris Ridge Blvd.*	Dry	Check	MUD	********	OK	********
Parkway Pond 2 *Merseyside Lane*	Dry	Check	MUD	********	OK	********
Parkside Pond *Sebastian Lane*	Wet	Check	MUD	********	OK	********
					Work In Progress	
East Lift Station Pond *Tudor House Drive*	Dry	Check	MUD	********	OK	********
Picked Up Trash					Work In Progress	
Gaston Sheldon 5 Pond (I4) *Darjeeling Drive*	Dry	Check	MUD	********	OK	********
					Work In Progress	
Settlers Meadow Pond (G2-G3) *East & West Lantern Drive*	Dry	Check	MUD	********	OK	********
Gaston Sheldon Pond (I3) *Battenberg Lane*	Wet	Check	MUD	********	OK	********
					Work In Progress	
Gaston Sheldon Pond (I1) *Ceylon Tea Drive*	Wet	Check	MUD	********	OK	********
Removed Dead Cat and Raccoon.						
Gaston Sheldon Pond (I2) *Ceylon Tea Drive*	Dry	Check	MUD	********	OK	********

Total Ponds - 16

Supervisor: Ernest Robles

Comments
Items identified in Engineers Annual Inspection/No new items.
Install pond id signs in E2, E3, Meadow Point Pond, and Parkway Pond 1.

NORTHTOWN MUNICIPAL UTILITY DISTRICT
RESTRICTIVE COVENANT VIOLATIONS – APRIL 2013

Address	Violation	NT First Notice Letter	A & B Final Notice	Repeat Violation Letter	Notice of Impending Litigation	Suit Filed	Status
13711 Cambourne (Henry)	Lawn maintenance & fence	3/30/12	Resent to new address 6/7/12		7/19/12		**On hold** per M. Oliver
13907 Cambourne (White)	Debris	2/12/13	3/7/13				Resolved
1720 Darjeeling (Roberson)	Lawn maintenance	11/19/12	12/20/12				**On hold** per M. Oliver
14812 Evening Mist (Ornelas)	Debris ********** Derelict vehicle	1/11/13 ********** 3/7/13	2/14/13 ********** 4/4/1				Pending ********** Deadline for compliance is 4/19
917 Friendship Quilt Ln. (Vu)	Lawn maintenance	2/5/13	2/28/13				Resolved
14709 Hyson Crossing (Delgado/Villanueva)	Lawn maintenance	9/6/11	10/5/11		11/9/11		**On hold** per M. Oliver
13726 Lampting (Brower)	Fence in disrepair	2/28/13		4/11/13			Deadline for compliance is 4/26
13705 Letti Lane (Kupcewicz)	Debris	1/30/13	2/28/13				Resolved
906 Low Brim Cove (Nair)	Debris	3/13/13	4/11/13				Deadline for compliance is 4/26
14301 Nestle Court (Pezulich)	Lawn maintenance; trash receptacle; fence	4/6/12	5/3/12		5/31/12 ---------- 6/28/12		**On hold** per M. Oliver
1100 Olympic Drive (Villarreal)	Debris & trash can in view	2/27/13	3/21/13				Resolved

AGENDA ITEM #7(b)

NORTHTOWN MUNICIPAL UTILITY DISTRICT
RESTRICTIVE COVENANT VIOLATIONS – APRIL 2013

Address	Violation	NT First Notice Letter	A & B Final Notice	Repeat Violation Letter	Notice of Impending Litigation	Suit Filed	Status
1208 Olympic Drive (Epps)	Lawn maintenance & fence	10/8/12	11/8/12		12/6/12		Extension granted until 5/1/13
1208 Peppermint Trail (Nguyen)	Lawn maintenance	5/7/12	6/14/12				**On hold** per M. Oliver
910 Polished Stone Cove (Loftis)	Fence in disrepair	3/13/13	4/11/13				Deadline for compliance is 4/26
13808 Randalstone (Nguyen)	Debris	3/13/13	4/11/13				Deadline for compliance is 4/26
13916 Randalstone (Valdes)	Debris & trash can in view	3/12/13	4/11/13				Deadline for compliance is 4/26
925 Sweet Leaf Lane (Vo)	Debris	1/11/13	2/14/13		3/14/13		Resolved
1000 Tayside Drive (Heineke)	Lawn maintenance	1/30/13	2/28/13				Resolved
14213 Tea Room (Nguyen)	Lawn maintenance	2/25/13	3/21/13				Deadline for compliance is 4/5
15216 Valerian Tea (Cunningham)	Fence in disrepair	2/25/13	3/21/13				Deadline for compliance is 4/5

NORTHTOWN MUNICIPAL UTILITY DISTRICT
WILDFLOWER HOME OWNERS ASSOCIATION
RESTRICTIVE COVENANT VIOLATIONS – APRIL 2013

Address	Violation	NT First Notice Letter	A & B Final Notice	Repeat Violation Letter	Notice of Impending Litigation	Suit Filed	Status
114 Blue Flax Lane (Elemento)	Derelict vehicle & fence in disrepair	3/11/13	4/11/13				Deadline for compliance is 4/26
13816 Golden Flax Trail (Albarado)	Lawn maintenance	3/5/13	3/28/13				Pending
13913 Golden Flax Trail (Angstadt)	Fence in disrepair & lawn maintenance	3/5/13	4/4/13				Deadline for compliance is 4/19
14013 Golden Flax Trail (Sarniento)	Debris	3/5/13	3/28/13				Pending
312 Wild Senna (Cadena)	Fence in disrepair	10/27/11	11/23/11 ********* 1/17/12		12/15/11		Pending
316 Wild Senna (Rodriguez)	Debris	2/14/13	3/14/13		4/4/13		Deadline for compliance is 4/19
118 Wild Senna West (Evaro)	Roof in disrepair	2/14/13	3/14/13		4/4/13		Deadline for compliance is 4/19
200 Wild Senna West (Bank of America NA)	Lawn maintenance & fence in disrepair		12/6/12				Pending

NORTHTOWN MUNICIPAL UTILITY DISTRICT
RESTRICTIVE COVENANT VIOLATIONS LAWSUITS– APRIL 2013

Address	Violation	NT First Notice Letter	A & B Final Notice	Repeat Violation Letter	Notice of Impending Litigation	Suit Filed	Status
13826 Ceylon Tea Circle (Johnson)	Fence in disrepair	10/2/12	11/8/12 ********** 12/6/12			2/21/13	Suit filed 2/21. Negotiating with realtor as defendant is deceased.
113 Segovia Way (Torres)	Debris; derelict vehicle	6/7/12		5/3/12	7/5/12	Suit filed 10/11/12	Suit filed 10/11. Defendant served with substitute service on 11/28; answer due by 12/26. As of 2/12/13 there was no answer filed with the court. Filed amended petition to add fence violation on 2/12; filed Motion for Default Judgment on 3/1. Requested Writ of Injunction on 4/3/13.

Northtown MUD

NEW VIOLATIONS SENT A COURTESY CARD						
NAME	ADDRESS	DATE NOTIFIED	PHOTO	15 DAY CHECK	ATTORNEY	VIOLATION
	13611 Cambourne	4/12/2013	N			1. Debris must be stored out of view 2. Trailer in view
	13701 Cambourne	4/12/2013	N			Various debris must be stored out of view
	13713 Cambourne	4/5/2013	N			Various debris must be stored out of view
	13806 Cambourne	4/5/2013	N			Various debris must be stored out of view
	13807 Cambourne	4/12/2013	N			Lawn must be mowed, edged, properly maintained
	13809 Cambourne	4/12/2013	N			Lawn must be mowed, edged, properly maintained
	13812 Cambourne	4/5/2013	N			Various debris must be stored out of view
	13813 Cambourne	4/5/2013	N			Lawn must be mowed, edged, properly maintained
	13925 Cambourne	4/15/2013	N			Lawn must be mowed, edged, properly maintained
	929 Coronation	4/12/2013	N			Lawn must be mowed, edged, properly maintained
	1020 Coronation	4/12/2013	N			Lawn must be mowed, edged, properly maintained
	1100 Coronation	4/12/2013	N			Lawn must be mowed, edged, properly maintained
says fine	1104 Coronation	4/12/2013	N			Various debris must be stored out of view
	1205 Coronation	4/12/2013	N			Lawn must be mowed, edged, properly maintained
	1318 Coronation	4/12/2013	N			Lawn must be mowed, edged, properly maintained
	1105 Darjeeling	4/5/2013	N			Lawn must be mowed, edged, properly maintained
	1417 Darjeeling	4/5/2013	N			Lawn must be mowed, edged, properly maintained
	1521 Darjeeling	4/5/2013	N			Various debris must be stored out of view
	1604 Darjeeling	4/5/2013	N			1. Lawn overgrown 2. Debris in view
	1609 Darjeeling	4/5/2013	N			Lawn must be mowed, edged, properly maintained
	1613 Darjeeling	4/5/2013	N			Various debris must be stored out of view
	1617 Darjeeling	4/5/2013	N			Various debris must be stored out of view
	1700 Darjeeling	3/19/2013	N			Lawn must be mowed, edged, properly maintained
	1701 Darjeeling	4/5/2013	N			Lawn must be mowed, edged, properly maintained
	1720 Darjeeling	4/5/2013	N			1. Lawn overgrown 2. Trash receptacle in view
	1729 Darjeeling	4/5/2013	N			Lawn must be mowed, edged, properly maintained
Monitoring	1812 Darjeeling	3/11/2013	N			Trailer parked in view of street and residents
	14909 Earl Grey	3/25/2013	N	Ext 4/30/13		Fence/gate is in a state of disrepair
	801 Friendship Quilt	4/12/2013	N			1. Lawn overgrown 2. Debris in view
	805 Friendship Quilt	4/12/2013	N			Lawn must be mowed, edged, properly maintained
	809 Friendship Quilt	4/9/2013	N			Lawn must be mowed, edged, properly maintained
	909 Friendship Quilt	4/9/2013	N			Lawn must be mowed, edged, properly maintained
	917 Friendship Quilt	4/12/2013	N			Trash receptacle must be out of view
	928 Friendship Quilt	4/12/2013	N			1. Lawn overgrown 2. Trash receptacle in view

	13709 Greinert	4/15/2013	N			Lawn must be mowed, edged, properly maintained
	13711 Greinert	4/15/2013	N			Lawn must be mowed, edged, properly maintained
	13600 A Harris Ridge	4/9/2013	N			Fence/gate is in a state of disrepair
	13604 A Harris Ridge	4/9/2013	N			Fence/gate is in a state of disrepair
	13612 A Harris Ridge	4/9/2013	N			Fence/gate is in a state of disrepair
	13616 B Harris Ridge	4/9/2013	N			Fence/gate is in a state of disrepair
	13704 B Harris Ridge	4/9/2013	N			Fence/gate is in a state of disrepair
	13720 A Harris Ridge	4/9/2013	N			Fence/gate is in a state of disrepair
	13804 B Harris Ridge	4/9/2013	N			Fence/gate is in a state of disrepair
	13917 B Harris Ridge	4/9/2013	N			Fence/gate is in a state of disrepair
	14112 B Harris Ridge	4/9/2013	N			Fence/gate is in a state of disrepair
will fix	14113 B Harris Ridge	4/9/2013	N			Fence/gate is in a state of disrepair
	14116 B Harris Ridge	4/9/2013	N			Side; Fence/gate is in a state of disrepair
	14408 A Harris Ridge	4/9/2013	N			Fence/gate is in a state of disrepair
	14900 Hyson Crossing	3/25/2013	N	Ext 4/30/13		Fence/gate is in a state of disrepair
	1512 Lady Grey	4/12/2013	N			Lawn must be mowed, edged, properly maintained
	1529 Lady Grey	4/12/2013	N			Lawn must be mowed, edged, properly maintained
	13709 Lampting	4/12/2013	N			Trailer must be stored out of view
	13729 Lampting	4/9/2013	N			Lawn must be mowed, edged, properly maintained
gate to put in back	13730 Lampting	4/9/2013	N	Ext 5/15/13		Boat must be stored out of view
	13803 Lampting	4/1/2013	N			Lawn must be mowed, edged, properly maintained
	13804 Lampting	4/1/2013	N			Lawn must be mowed, edged, properly maintained
	13811 Lampting	4/1/2013	N			Lawn must be mowed, edged, properly maintained
	13813 Lampting	4/1/2013	N			Lawn must be mowed, edged, properly maintained
	13905 Lampting	4/1/2013	N			Lawn must be mowed, edged, properly maintained
	13908 Lampting	4/1/2013	N			Lawn must be mowed, edged, properly maintained
	13918 Lampting	4/1/2013	N			Lawn must be mowed, edged, properly maintained
	13924 Lampting	4/1/2013	N	Ext 5/1/13		Lawn must be mowed, edged, properly maintained
	14007 Lampting	4/1/2013	N			Lawn must be mowed, edged, properly maintained
	14026 Lampting	4/15/2013	N			1.Fence disrepair 2.Broken fence on district property
	14824 Lantern	4/12/2013	N			Lawn must be mowed, edged, properly maintained
	13905 Maricella	3/2/2013	N	Ext 4/30/13		Trailer parked on front lawn
	13706 Merseyside	4/15/2013	N			Lawn must be mowed, edged, properly maintained
	13708 Merseyside	4/15/2013	N			Lawn must be mowed, edged, properly maintained
	13716 Merseyside	4/15/2013	N			Fence/gate is in a state of disrepair
	13720 Merseyside	4/15/2013	N			Lawn must be mowed, edged, properly maintained
	13722 Merseyside	4/15/2013	N			Lawn must be mowed, edged, properly maintained

	13725 Merseyside	4/15/2013	N			Lawn must be mowed, edged, properly maintained
	13730 Merseyside	4/15/2013	N			Lawn must be mowed, edged, properly maintained
	13908 Merseyside	4/15/2013	N			Lawn must be mowed, edged, properly maintained
	14010 Merseyside	4/15/2013	N			1. Fence/gate disrepair 2. Debris in view
	14016 Merseyside	4/15/2013	N			Various debris must be stored out of view
	14020 Merseyside	4/15/2013	N			Lawn must be mowed, edged, properly maintained
	1401 Orange Spice	3/25/2013	N			Various debris must be stored out of view
says done	1101 Peppermint Tr	4/12/2013	N			Lawn must be mowed, edged, properly maintained
	1112 Peppermint Tr	4/12/2013	N			Lawn must be mowed, edged, properly maintained
	1116 Peppermint Tr	4/12/2013	N			Lawn must be mowed, edged, properly maintained
	1200 Peppermint Tr	4/12/2013	N			Lawn must be mowed, edged, properly maintained
	1316 Peppermint Tr	4/12/2013	N			Lawn must be mowed, edged, properly maintained
	1320 Peppermint Tr	4/12/2013	N			Lawn must be mowed, edged, properly maintained
	13913 Randalstone	3/26/2013	N			Dog roaming freely; attacked neighbor;TCSO notified
Use Caution	15221 Rose Hip	4/9/2013	N			1. Lawn overgrown 2. Derelict w/expired tags
	14520 Spearmint Tea	4/9/2013	N			Side; Fence/gate is in a state of disrepair
	800 Tapestry	4/12/2013	N			Lawn must be mowed, edged, properly maintained
	813 Tapestry	4/12/2013	N			P.O.D. must be stored out of view
	817 Tapestry	4/12/2013	N			Lawn must be mowed, edged, properly maintained
	905 Tayside	4/12/2013	N			Various debris must be stored out of view
	15025 Valerian Tea	4/12/2013	N			Lawn must be mowed, edged, properly maintained
Sent to Alliance 4/1	14613 A Walt Whitman	2/14/2013	N	2nd request to Kim		1. Derelict w/expired tags & flats 2. Bandit sign
VIOLATIONS SENT A LETTER						
NAME	ADDRESS	DATE NOTIFIED	PHOTO	15 DAY CHECK	ATTORNEY	VIOLATION
	811 Burnsall Gates	3/15/2013	Y			Various debris must be stored out of view
	905 Burnsall Gates	3/15/2013	Y			Various debris must be stored out of view
	13914 Conner Downs	3/15/2013	Y			Various debris must be stored out of view
	1501 Darjeeling	3/19/2013	Y			Lawn must be mowed, edged, properly maintained
	14916 Earl Grey	3/25/2013	Y			Fence/gate is in a state of disrepair
	905 Friendship Quilt	3/28/2013	Y			1. Lawn overgrown 2. Debris in view
	15012 Hyson Crossing	3/25/2013	Y			2. Debris in view
Insur. Claim	13708 Lampting	1/3/2013	Y	Ext 4/30/13		Roof shingles in a state of disrepair
	13901 Lampting	2/14/2013	Y	Ext 4/30/13		1. Derelict w/expired tags in view 2. Debris/blocks
	15216 Mandarin Xing	3/25/2013	Y			Fence/gate is in a state of disrepair
	13921 Maricella	3/2/2013	Y			Various debris must be stored out of view

	13932 Maricella	3/2/2013	Y			Lawn must be mowed, edged, properly maintained
	13904 Merseyside	3/11/2013	Y			1. Debris in view 2. Unsightly trailer w/flats
	13914 Merseyside	3/15/2013	Y			Various debris must be stored out of view
	13918 Merseyside	3/15/2013	Y			Lawn must be mowed, edged, properly maintained
Foreclosure	1204 Peppermint	4/12/2012	Y	HOLD		Lawn must be mowed, edged, properly maintained
	1003 Tayside	3/15/2013	Y			Various debris must be stored out of view
CONTINUING VIOLATIONS NOT RESOLVED - SENT TO ATTORNEY						
NAME	ADDRESS	DATE NOTIFIED	PHOTO	15 DAY CHECK	ATTORNEY	VIOLATION
	807 Burnsall Gates	2/19/2013	Y	Same	4/8/2013	Various debris must be stored out of view
Foreclosure	13711 Cambourne	3/6/2012	Y	Same	4/24/2012	1. Lawn overgrown 2. Fence/gate disrepair
Deceased - HOLD	13826 Ceylon Tea	10/2/2012	Y	Same	11/1/2012	2. Fence/gate disrepair
Pending	13909 Conner Downs	6/5/2012	Y	Perm. Injunc.	7/27/2012	Various debris must be stored out of view
	901 Crieff Cross	1/23/2013	Y	Same	3/12/2013	Fence/gate is in a state of disrepair
mail comes back	1720 Darjeeling	10/29/2012	Y	Same	12/14/2012	Lawn must be mowed, edged, properly maintained
	14812 Evening Mist	2/11/2013	Y	Same	3/28/2013	1. Derelict w/flat tire 2. Debris in view
Foreclosure	14709 Hyson Crossing	7/26/2011	Y	Same	10/3/2011	Lawn must be mowed, edged, properly maintained
	13726 Lampting	2/1/2013	Y	Same	3/20/2013	Rear; fence is in a state of disrepair
	906 Low Brim	2/18/2013	Y	Same	4/8/2013	Various debris must be stored out of view
Foreclosure	14301 Nestle Court	3/14/2012	Y	Same	5/2/2012	1.Lawn overgrown 2.Trash can in view 3.Fence/gate
	1208 Olympic	9/13/2012	Y	Ext 5/1/13	10/31/2012	1. Lawn overgrown 2. Lawn by curb 3. Fence/gate
Foreclosure	1208 Peppermint	4/12/2012	Y	Same	6/8/2012	Lawn must be mowed, edged, properly maintained
	902 Polished Stone	2/7/2013	Y	Same	4/15/2013	1. Fence/gate is in disrepair 2. Shed in view
	910 Polished Stone	2/18/2013	Y	Same	4/5/2013	Fence/gate is in a state of disrepair
	13808 Randalstone	2/18/2013	Y	Same	4/5/2013	Various debris must be stored out of view
	13916 Randalstone	2/18/2013	Y	Same	4/5/2013	Various debris must be stored out of view
	14213 Tea Room	2/1/2013	Y	Same	3/19/2013	2. Lawn maintenance
	15216 Valerian Tea	2/4/2013	Y	Same	3/18/2013	Rear; fence is in a state of disrepair
RESOLVED						
	ADDRESS	DATE NOTIFIED	PHOTO	10 DAY CHECK	ATTORNEY	VIOLATION
	14400 Alderminster	2/11/2013	Y			Various debris must be stored out of view
	902 Antique Heritage	3/2/2013	N			Lawn must be mowed, edged, properly maintained
	716 Battenburg	3/25/2013	N			Fence/gate is in a state of disrepair
	904 Battenburg	3/25/2013	N			Lawn must be mowed, edged, properly maintained

	908 Battenburg	3/25/2013	N			Lawn must be mowed, edged, properly maintained
	916 Battenburg	3/25/2013	N			Lawn must be mowed, edged, properly maintained
	1108 Battenburg	3/25/2013	N			Lawn must be mowed, edged, properly maintained
	1120 Battenburg	3/25/2013	N			1. Lawn overgrown 2. Debris in view
	803 Burnsall Gates	3/15/2013	N			Various debris must be stored out of view
	809 Burnsall Gates	2/19/2013	Y			Various debris must be stored out of view
HUD home	13611 Cambourne	10/1/2012	Y			1. Lawn overgrown 2. Fence/gate disrepair
	13717 Cambourne	3/2/2013	N			Derelict vehicle with expired tags & flats in view
	13719 Cambourne	3/2/2013	N			Derelict vehicle with expired tags & flats in view
	13901 Cambourne	2/19/2013	Y			Various debris must be stored out of view
says done	13907 Cambourne	1/15/2013	Y	Same	3/6/2013	2. Debris in view
	13912 Cambourne	3/2/2013	Y			Various debris must be stored out of view
	14004 Cambourne	3/2/2013	N			Fence/gate is in a state of disrepair
	13800 Conner Downs	1/7/2013	Y	Same	2/20/2013	Fence/gate is in a state of disrepair
	14011 Conner Downs	3/2/2013	N			1. Lawn overgrown 2. Debris in view
	804 Crieff Cross	3/15/2013	N			Various debris must be stored out of view
	805 Crieff Cross	3/15/2013	N			Various debris must be stored out of view
	1116 Darjeeling	3/19/2013	N			Lawn must be mowed, edged, properly maintained
	1221 Darjeeling	3/19/2013	N			Various debris must be stored out of view
	1309 Darjeeling	3/19/2013	N			Lawn must be mowed, edged, properly maintained
says done	1321 Darjeeling	3/19/2013	N			Lawn must be mowed, edged, properly maintained
	1404 Darjeeling	3/19/2013	N			Various debris must be stored out of view
	1412 Darjeeling	3/19/2013	N			Lawn must be mowed, edged, properly maintained
	1516 Darjeeling	3/19/2013	N			Lawn must be mowed, edged, properly maintained
	1524 Darjeeling	3/19/2013	N			Lawn must be mowed, edged, properly maintained
	1620 Darjeeling	3/19/2013	N			Lawn must be mowed, edged, properly maintained
	1624 Darjeeling	3/19/2013	N			Lawn must be mowed, edged, properly maintained
	1801 Darjeeling	3/19/2013	N			Lawn must be mowed, edged, properly maintained
says fixed	1808 Darjeeling	3/19/2013	N			Derelict vehicle with expired tags parked in view
	14712 Earl Grey	3/25/2013	N			1. Fence/gate disrepair 2. Debris in view
	14729 Earl Grey	3/25/2013	N			Lawn must be mowed, edged, properly maintained
	904 Flatters	3/2/2013	N			Lawn must be mowed, edged, properly maintained
	917 Friendship Quilt	1/15/2013	Y	Same	2/25/2013	Lawn must be mowed, edged, properly maintained
	15012 Hyson Crossing	3/25/2013	N			1. Lawn overgrown
	13838 Lakes Blvd (apts)	11/16/2011	Y	Same	2/21/2012	Buffers - berms, dense foliage plants, trees
	15208 Lantern	2/4/2013	Y			Various debris must be stored out of view
	13705 Letti	1/10/2013	Y	Same	2/20/2013	Various debris must be stored out of view

	13802 Letti	3/15/2013	N			Various debris must be stored out of view
	13806 Letti	2/14/2013	Y			Various debris must be stored out of view
	13820 Lothian	2/19/2013	Y			Various debris must be stored out of view
	909 Low Brim	2/18/2013	Y			Various debris must be stored out of view
says done	15001 Mandarin	3/25/2013	N			Various debris must be stored out of view
	15024 Mandarin	3/25/2013	N			Lawn must be mowed, edged, properly maintained
	15100 Mandarin	3/25/2013	N			Lawn must be mowed, edged, properly maintained
	15109 Mandarin	3/25/2013	N			Lawn must be mowed, edged, properly maintained
	15200 Mandarin	3/25/2013	N			Lawn must be mowed, edged, properly maintained
	15321 Mandarin	3/25/2013	N			Lawn must be mowed, edged, properly maintained
says fine	13929 Maricella	3/2/2013	N			Various debris must be stored out of view
	13937 Maricella	3/2/2013	N			Derelict vehicle with expired tags & flats in view
	14016 Maricella	3/2/2013	N			Derelict vehicle with expired tags & flats in view
	917 Melted Candle	2/7/2013	Y	Same	3/20/2013	Fence/gate is in a state of disrepair
	13712 Merseyside	3/11/2013	N			Lawn must be mowed, edged, properly maintained
	13721 Merseyside	3/11/2013	N			Various debris must be stored out of view
	13726 Merseyside	2/19/2013	Y			Fence/gate is in a state of disrepair
	13818 Merseyside	3/11/2013	N			Various debris must be stored out of view
	13911 Merseyside	3/11/2013	N			Various debris must be stored out of view
says done -upset	13920 Merseyside	3/11/2013	N			Lawn must be mowed, edged, properly maintained
	14017 Merseyside	3/11/2013	N			Various debris must be stored out of view
	14024 Merseyside	3/11/2013	N			Various debris must be stored out of view
	1100 Olympic	2/7/2013	Y	Same	3/20/2013	1. Debris in view 2. Trash receptacle in view
~~says fine~~	15124 Plowshare	2/18/2013	Y			Various debris must be stored out of view
	13806 Randalstone	2/18/2013	Y			Various debris must be stored out of view
	13908 Randalstone	2/18/2013	Y			Various debris must be stored out of view
	13922 Randalstone	2/18/2013	Y			Various debris must be stored out of view
says neighbors debris	908 Sally Lunn	3/2/2013	N			Various debris must be stored out of view
	15005 Sassafras	2/18/2013	Y			1. Lawn overgrown 2. Debris in view
	904 Smoothing Iron	3/2/2013	N			Trailer parked in view of street and residents
	1212 Staple Cove	2/18/2013	Y			Various debris must be stored out of view
	925 Sweet Leaf	12/14/2012	Y	Same	2/5/2013	1. Debris in view
	1000 Tayside	1/10/2013	Y	Same	2/19/2013	1. Lawn overgrown
says done	14213 Tea Room	2/1/2013	Y			1. Rear; fence disrepair
	901 Thayer	3/2/2013	N			1. Lawn overgrown 2. Debris in view
	617 Tudor House	3/2/2013	N			Fence/gate is in a state of disrepair
	804 Twisted Fence	3/2/2013	N			Fence/gate is in a state of disrepair

WildFlower

VIOLATIONS SENT A COURTESY REMINDER						
NAME	ADDRESS	DATE NOTIFIED	PHOTO	15 DAY CHECK	ATTORNEY	VIOLATION
	106 Blue Flax	4/5/2013	N			Lawn must be mowed, edged, properly maintained
	114 Blue Flax	4/5/2013	N			Lawn must be mowed, edged, properly maintained
	117 Blue Flax	4/5/2013	N			Front various debris in view of street
	13704 Golden Flax	4/5/2013	N			Lawn must be mowed, edged, properly maintained
	13709 Golden Flax	4/5/2013	N			Lawn must be mowed, edged, properly maintained
	13725 Golden Flax	4/16/2013	N			1. Mow back 2.Rear debris in view
	13800 Golden Flax	4/5/2013	N			Lawn must be mowed, edged, properly maintained
	13809 Golden Flax	4/16/2013	N			1. Mow back 2.Rear debris in view
	13817 Golden Flax	4/16/2013	N			1. Rear fence/gate disrepair 2. Garage door disrepair
	13824 Golden Flax	4/5/2013	N			Lawn must be mowed, edged, properly maintained
	13901 Golden Flax	4/16/2013	N			1. Lawn overgrown 2. Derelict w/flat tire
	13905 Golden Flax	4/16/2013	N			1. Rear debris 2. Mow back 3. Front lawn
	13909 Golden Flax	4/16/2013	N			Rear various debris in view of street
	13917 Golden Flax	4/16/2013	N			1. Mow back 2.Rear debris in view
	121 Segovia	3/29/2013	N			Derelict vehicle w/expired tags parked in view (Rear)
	133 Segovia	3/29/2013	N			Trailer must be stored out of view
	149 Segovia	3/29/2013	N			Mow back area by parking pad
	161 Segovia	3/29/2013	N			Rear various debris in view of street
	169 Segovia	3/29/2013	N			1. Rear debris in view 2. Rear fence/gate disrepair
	177 Segovia	3/29/2013	N			Rear various debris in view of street
	185 Segovia	4/16/2013	N			1. Rear debris in view 2. Rear fence/gate disrepair
	201 Segovia	4/16/2013	N			1. Mow back 2.Rear debris in view
	205 Segovia	3/29/2013	N			Rear various debris in view of street
	213 Segovia	4/16/2013	N			Mow back area by parking pad
	104 Wild Senna	4/16/2013	N			Mow back area by parking pad
	120 Wild Senna	4/16/2013	N			Mow back area by parking pad
	213 Wild Senna	3/29/2013	N			Mow back area by parking pad
	224 Wild Senna	3/29/2013	N			1. Mow back 2.Rear debris in view
	228 Wild Senna	4/12/2013	N			1. Rear debris in view 2. Derelict w/expired & flats
	228 Wild Senna	3/29/2013	N			Mow back area by parking pad
	232 Wild Senna	3/29/2013	N			Rear various debris in view of street
Insur. Claim	307 Wild Senna	3/29/2013	N	Ext 6/1/13		Front fence/gate is in a state of disrepair
	308 Wild Senna	4/16/2013	N			Mow back area by parking pad
	312 Wild Senna	4/12/2013	N			1. Lawn overgrown 2. Mow back area by parking area

Mona Oliver

	316 Wild Senna	4/16/2013	N			Rear fence/gate is in a state of disrepair
	320 Wild Senna	4/16/2013	N			Mow back area by parking pad
	321 Wild Senna	4/5/2013	N			Lawn must be mowed, edged, properly maintained
	110 Wild Senna West	4/16/2013	N			Mow back area by parking pad
	114 Wild Senna West	4/16/2013	N			Mow back area by parking pad
	118 Wild Senna West	4/16/2013	N			Mow back area by parking pad
Foreclosure	200 Wild Senna West	4/16/2013	N			Mow back area by parking pad
	204 Wild Senna West	4/16/2013	N			Mow back area by parking pad
	210 Wild Senna West	4/16/2013	N			Rear various debris in view of street
VIOLATIONS SENT A LETTER						
NAME	ADDRESS	DATE NOTIFIED	PHOTO	15 DAY CHECK	ATTORNEY	VIOLATION
	112 Segovia	3/7/2013	Y			Derelict vehicle w/expired tags parked in view (Front)
	124 Segovia	1/14/2013	Y	Ext 5/01/13		Front fence/gate is in a state of disrepair
	125 Segovia	3/7/2013	Y			Derelict vehicle w/expired tags parked in view (Rear)
	140 Segovia	12/4/2012	Y	Ext 5/01/13		Rear various debris in view of street
Monitoring	141 Segovia	1/24/2013	Y			1. Bandit signs in yard are not permitted
	144 Segovia	3/11/2013	Y			Derelict vehicle w/flat tire parked in view (Rear)
	13722 Spring Heath	1/9/2013	Y	Ext 5/01/13		Roof shingles in a state of disrepair
	13812 Spring Heath	1/9/2013	Y	Ext 5/01/13		1. Roof shingles in a state of disrepair 2. Rear fence
	13816 Spring Heath	3/7/2013	Y			Two derelict vehicle w/expired tags (side), flat tire (rear)
Foreclosure	111 Star Flower	1/14/2013	Y			Front fence/gate is in a state of disrepair
CONTINUING VIOLATIONS NOT RESOLVED - SENT TO ATTORNEY						
NAME	ADDRESS	DATE NOTIFIED	PHOTO	15 DAY CHECK	ATTORNEY	VIOLATION
	114 Blue Flax	2/12/2013	Y	Same	4/10/2013	1. Rear fence disrepair 3. Derelict w/expired tags
	13721 Golden Flax	7/27/2011	Y	Same	9/12/2011	1. Mow back 2.Rear fence 3.Debris
	13725 Golden Flax	2/8/2013	Y	Same	3/25/2013	2. Rear fence disrepair
	13816 Golden Flax	2/8/2013	Y	Same	3/25/2013	1. Lawn maintenance
	13913 Golden Flax	2/8/2013	Y	Same	4/1/2013	1.Lawn 2. Front fence disrepair 3. Rear fence
	14013 Golden Flax	2/8/2013	Y	Same	3/22/2013	Rear various debris in view of street
	14034 Golden Flax	2/8/2013	Y	Same	3/22/2013	2. Fence/gate disrepair
	106 Mist Flower	5/24/2011	Y	Repeat CV	7/15/2011	2. Graffiti /rear fence
	113 Segovia	4/5/2012	Y	Repeat CV	4/27/2012	1. Rear: debris 2. Derelict vehicle w/ flat 3. Rear; fence
	220 Wild Senna	1/24/2013	Y	Same	3/11/2013	Front fence/gate is in a state of disrepair

WildFlower

	312 Wild Senna	10/7/2011	Y	Same	11/17/2011	Rear fence/gate is in a state of disrepair
	316 Wild Senna	1/24/2013	Y	Same	3/11/2013	Rear various debris in view of street
	118 Wild Senna West	1/24/2013	Y	Same	3/11/2013	1. Shingles in disrepair
Foreclosure	200 Wild Senna West	8/14/2012	Y	Same	10/4/2012	3. Rear; fence disrepair
			RESOLVED			
NAME	ADDRESS	DATE NOTIFIED	PHOTO	10 DAY CHECK		VIOLATION
says moved to back yard	13808 Golden Flax	3/7/2013	N			Derelict vehicle w/expired tags parked in view (Rear)
	13813 Golden Flax	2/19/2013	Y			Front fence/gate is in a state of disrepair
	13816 Golden Flax	2/8/2013	Y			2. Rear fence/gate disrepair
	13817 Golden Flax	3/7/2013	N			Rear various debris in view of street
	13817 Golden Flax	3/7/2013	N			Derelict vehicle w/expired tags parked in view (Front)
	13900 Golden Flax	4/16/2012	Y	Same	6/22/2012	1. Rear various debris in view 2. Shed in view of residents
	13901 Golden Flax	2/1/2013	Y	Same	3/25/2013	1. Front fence/gate disrepair 2. Front debris in view
	13909 Golden Flax	2/8/2013	Y			1. Lawn maintenance 2. Rear fence/gate disrepair
	13909 Golden Flax	3/7/2013	N			Derelict vehicle w/expired tags parked in view (Front)
	13917 Golden Flax	2/8/2013	Y			Rear fence/gate is in a state of disrepair
	14009 Golden Flax	2/19/2013	Y			1. Mow back 2. Front fence 3. Derelict w/expired (rear)
says fine	14025 Golden Flax	3/7/2013	N			Derelict vehicle w/expired tags parked in view (Front)
	14034 Golden Flax	3/7/2013	N			Derelict vehicle w/expired tags parked in view (Side)
	114 Mist Flower	3/14/2013	N			Derelict vehicle w/expired tags parked in view (Side)
	101 Segovia	1/14/2013	Y	Same	3/4/2013	Rear fence/gate is in a state of disrepair
	105 Segovia	3/14/2013	N			Derelict vehicle w/expired tags parked in view (Rear)
	145 Segovia	1/14/2013	Y	Same	3/4/2013	Front fence/gate is in a state of disrepair
	153 Segovia	2/19/2013	Y			Front fence/gate is in a state of disrepair
	165 Segovia	3/7/2013	N			Rear various debris in view of street
	181 Segovia	3/7/2013	N			Front fence/gate is in a state of disrepair
	217 Segovia	3/7/2013	N			Rear various debris in view of street
	13816 Spring Heath	3/7/2013	N			Front various debris in view of street
	119 Star Flower	3/7/2013	N			Rear various debris in view of street
	208 Wild Senna	1/24/2013	Y	Same	3/11/2013	Front various debris in view of street
	228 Wild Senna	3/7/2013	N			Rear fence/gate is in a state of disrepair
	210 Wild Senna West	3/7/2013	N			Derelict vehicle w/expired tags parked in view (Rear)

13730 Lampting

13730 Lampting

On Site District Manager
Monthly Expense Approvals

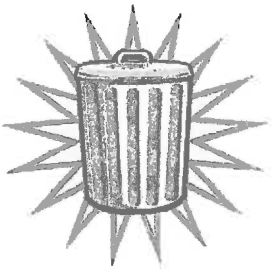
AGENDA ITEM #7(e)

	OFFICE PURCHASES		
DATE	**ITEM**	**PURPOSE**	**AMOUNT**
3/28/2013	Black ink (2), color inks (3) , batteries (AA & D), metal clipboard, plates	Restock/general office use	$197.31
3/29/2013	4 in binders (3), pens, yellow clasp envelopes (100)	General office use	$33.36
3/29/2013	1 day - Carpet steam cleaner rental from HEB	Annual office carpet cleaning	$27.05
	Total		$257.72
	PARKS & MAINTENANCE PURCHASES		
DATE	**ITEM**	**PURPOSE**	**AMOUNT**
3/5/2013	2 steel trash can liners	For 2 new cans in Meadow Pointe	$49.94
3/6/2013	Concrete x 12 bags, hose washers	Park projects	$38.39
3/12/2013	Pool skimmer & extension pole	Skim well cistern for debris as recommended	$41.98
3/13/2013	Zip ties	Secure Burn Ban signs in frame	$8.27
3/18/2013	Gas	Gift card empty - for ATV	$35.25
3/19/2013	HEB gift card	Fuel of power equipment and ATV	$100.00
3/19/2013	Mortar mix & anchoring cement	Expansion joint repairs at WildFlower pond	$33.38
3/27/2013	Bunge pack (12), brass locks (4), cleaners (4), trash bags (2 box), duck tape, 48 in. bulbs for office ceiling (10 pk)	General maintenance & office use	$177.02
	Total		$484.23

On Site District Manager
Monthly Expense Approvals

	OFFICE PURCHASES		
DATE	ITEM	PURPOSE	AMOUNT
4/4/2013	Stamps	Mail	$46.00
4/10/2013	Bandages, Ibuprofen, alcohol	Restock 2 First Aid Kits	$7.39
	Total		$53.39

	PARKS & MAINTENANCE PURCHASES		
DATE	ITEM	PURPOSE	AMOUNT
4/11/2013			$0.00
	Total		$0.00



Northtown M.U.D.

Annual
Clean Up Days
June 1st & June 8th, 2013

It's that time of year to gather all of your unwanted items.
Bring your items between 9:00am and 2:00pm.

Dumpsters will be located at 6 locations inside the District as follows:

June 1st **- Northtown Park, Meadow Pointe, Wildflower & The Lakes at Northtown** subdivision dumpsters will be located at:

- Merseyside Dr. (by the park), Segovia Wy. (east end) and Wild Senna Dr.

June 2nd **– Brookfield, Gaston Sheldon & Settler's Meadow** subdivision dumpsters will be located at:

- Battenburg Tr., Darjeeling Dr. (north end) and Golden Sunrise Ln.

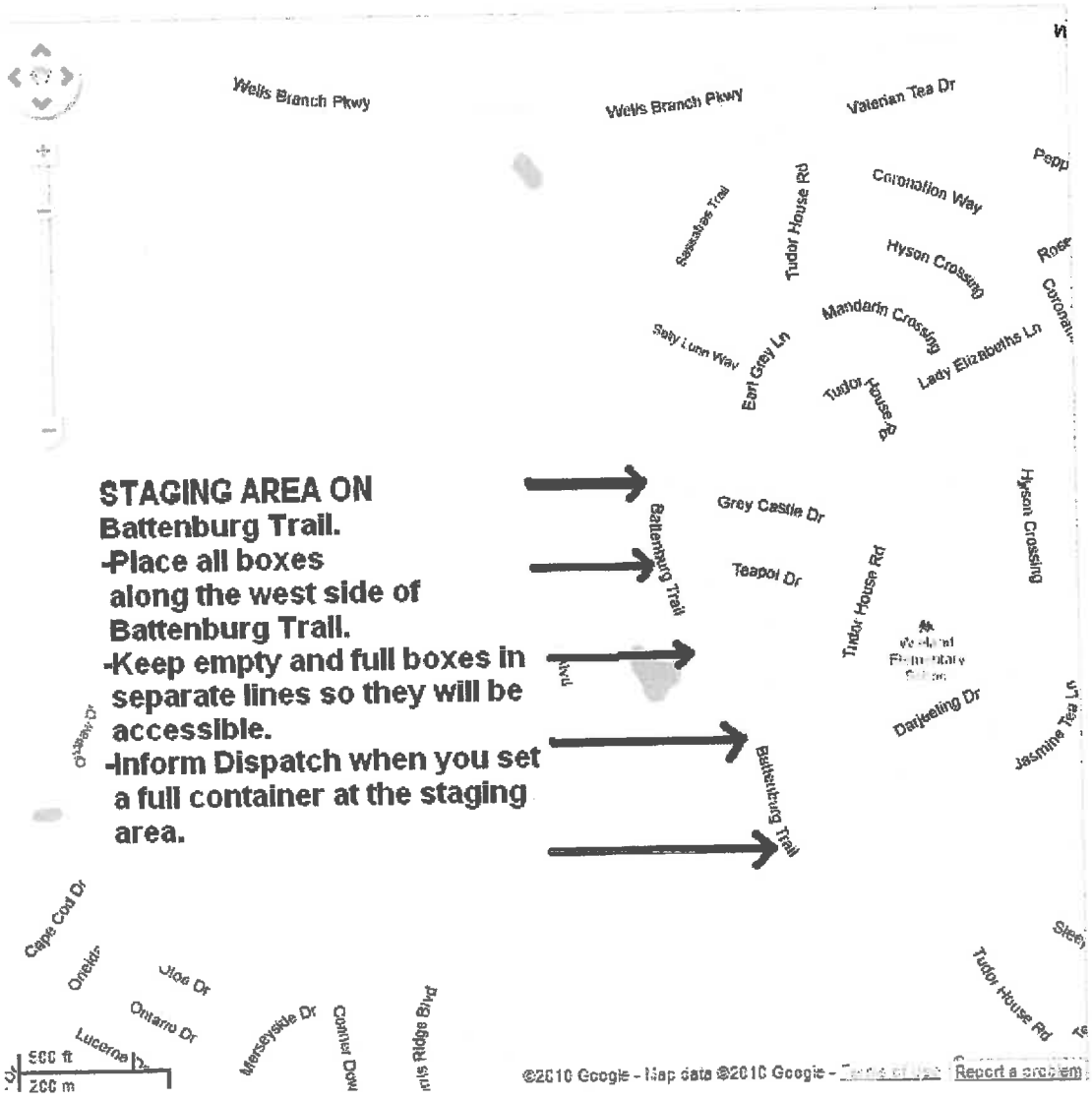
***No** tires, batteries, oil, paint, toxins or Freon appliances will be accepted**

Please bring your driver's license or water bill to confirm you live in Northtown MUD. If you have questions please call **TDS Customer Care at 512-421-1360**.

#7(e)

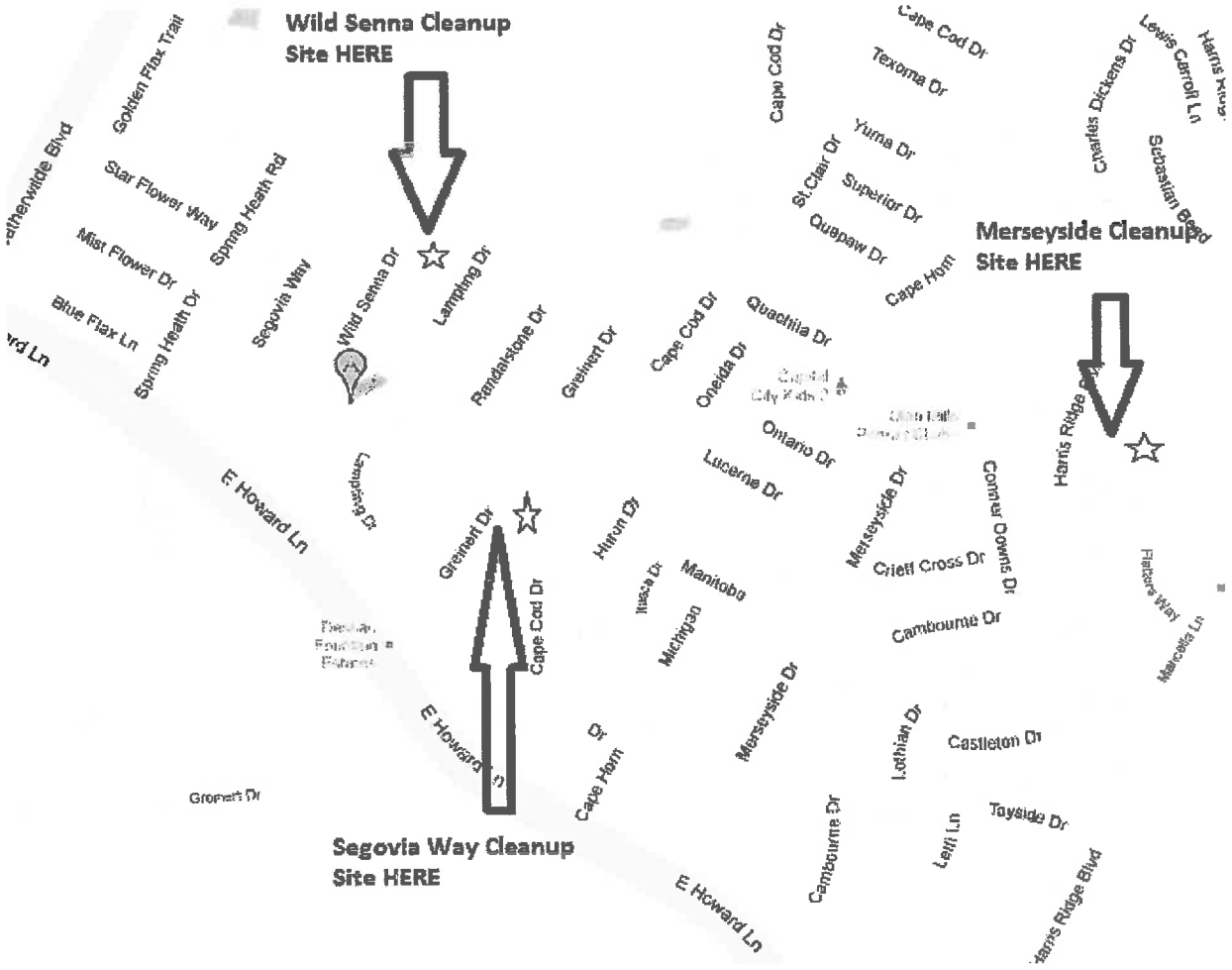
2013

NORTHTOWN CLEAN UP
STAGING AREA



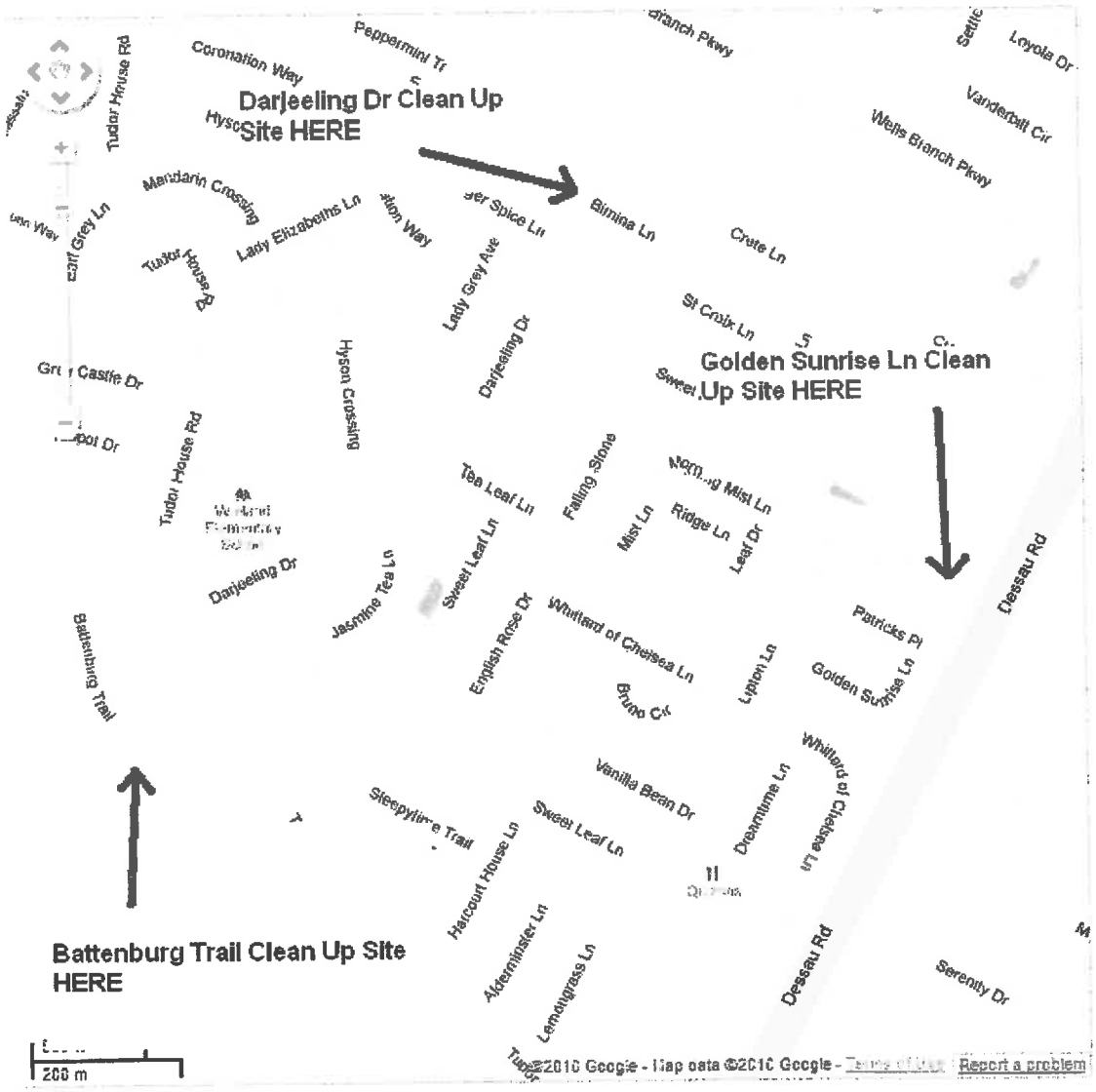
2013

NORTHTOWN CLEAN-UP
WEEK 1 Cleanup Sites



2013

NORTHTOWN CLEAN UP
WEEK 2 Cleanup Sites



CONTINUATION OF COVERAGE ADMINISTRATIVE AGREEMENT

Northtown MUD

August 2013

WHEREAS, the undersigned Employer is an Employer Member of the TML Intergovernmental Employee Benefits Pool (hereinafter referred to as the "Pool");

WHEREAS, the undersigned Employer sponsors an employee benefit plan;

WHEREAS, the undersigned Employer is responsible for the administration of its employee benefit plan as the Plan Administrator; and

WHEREAS, the undersigned Employer wants the Pool to assist the Employer in complying with the requirements of Continuation of Coverage as required by Federal law.

NOW THEREFORE, in consideration of the promises, mutual covenants and agreements contained herein, the undersigned Employer and the Pool agree as follows:

I. Effective Date

As of the first day of August, 2013, the Pool will commence Continuation of Coverage administration for the undersigned Employer for all qualifying events occurring thereafter and during the term of this agreement.

II. Employer Duties

1. The undersigned Employer will notify the Pool's Billing/Eligibility Representative assigned to the Employer via FAX or Telephone (with a written follow up) within one (1) business day of a qualifying event, as defined by the Continuation of Coverage statute and its amendments, or a termination for gross misconduct of a Covered Employee for which the Employer has knowledge. Examples of qualifying events include termination; lump sum or severance settlement; resignation; death; retirement if the employee does not enroll for retiree coverage when offered under the Employer's benefit plan; reduction in hours (including reduction to zero hours), call to duty for military service and absence from work for an injury or illness after all earned sick leave, vacation leave and FMLA has been exhausted.

2. The undersigned Employer will distribute Attachment A, which advises each Covered Individual of their rights and responsibilities under Continuation of Coverage. The Employer will certify through a letter to the Pool that the Attachment A was distributed to all Covered Individuals as of the date the Pool commenced Continuation of Coverage Administration.

3. The undersigned Employer will distribute Attachment A to all employees who become covered by the Employer's benefit plan after the date the Pool commenced Continuation of Coverage administration and include verification of the distribution with the enrollment card when it is submitted to the Pool.

4. The undersigned Employer will notify the Pool via FAX or Telephone (with a written follow-up) within one (1) business day of gaining knowledge that a Covered Individual has legally separated, divorced or is no longer eligible for coverage e.g. a child is eligible for coverage under a health plan offered by the child's employer or the Covered employee or dependent is voluntarily dropped from coverage.

5. The undersigned Employer will notify the Pool at least ten (10) business days prior to any open enrollment period. The notice to the Pool will include the dates of the open enrollment.

6. The undersigned Employer will immediately notify the Pool of any suspected claim, demand or suit arising from the administration of Continuation of Coverage.

AGENDA ITEM # 7(f)

7. To the extent allowed by law, the undersigned Employer will indemnify and hold harmless the Pool and its officers, agents, employees and representatives from all suits, actions, losses, damages (including punitive damages), claims or liability of any type, including without limiting the generality of the foregoing all expenses of litigation, court costs, and attorney's fees, resulting from the failure of the undersigned Employer to give any notice required by this Agreement. The undersigned Employer will fund this obligation out of current revenues in the year the obligation is determined or will levy a tax to fund the obligation if current revenues are insufficient.

III. Pool Duties

1. The Pool staff will monitor changes in Continuation of Coverage and the case law which develops interpreting Continuation of Coverage.

2. The Pool will provide election notices within 14 days of the receipt of notices of qualifying events sent by the Employer.

3. The Pool will provide the appropriate notification letters to the employee or their dependent(s) as required by Continuation of Coverage statutes. These letters may include any or all of the following:
   a. benefit availability - initial notice, enrollment card and cost;
   b. confirmation of enrollment and payment coupons
   c. notice of termination letters:
      - Failure to reply
      - Failure to make initial payment
      - Failure to make regular payment
      - End of eligibility (no longer qualified)
      - End of eligibility period
   d. open enrollment
   e. contribution change and revised payment coupons
   f. conversion to an individual policy
   g. Medicare eligibility
   h. verification of incapacitated child status

4. The Pool will provide the Continuation of Coverage participants with ID cards, a benefit booklet, and other materials as the need may arise.

5. The Pool will maintain records that all required notifications were sent and copies are available to the Employer upon request.

6. The Pool will collect the required contributions at the maximum amount allowed by law. Upon notice for the Employer under II.1., the Pool has fourteen (14) days to send the Continuation of Coverage notice. Once the election notice is mailed the qualifying beneficiary has sixty (60) days to elect Continuation of Coverage. If the qualified beneficiary elects Continuation of Coverage the qualified beneficiary has forty-five (45) days from election to make the first payment. If partial payments are made and the payment deficiency is insignificant, Pool contacts the qualified beneficiary for full payment. The qualified beneficiary has thirty (30) days from deficiency notification to make payment. Insignificant payment deficiency is $50 or 10% of amount due.

7. The Pool will periodically provide the Employer, for their review, with the text of the letter and notices to be used in administering this Agreement. The Pool maintains final authority over the text of these letters and notices. The Pool reserves unto itself the right to modify the letters and notices as may be required pursuant to the Continuation of Coverage statute, any applicable case law and to promote the efficient administration of the Agreement.

8. As allowed by law, the Pool will indemnify, defend, reimburse, and hold harmless the Employer and its employees from any and all liabilities, claims, demands, or suits arising from or related to the provision of Continuation of Coverage administrative services unless those liabilities, claims, demands, or suits arise out of the Employer's failure to give any notice as required in II, 1, 2, 3, 4, 5 and 6 of this Agreement. The foregoing reimbursement obligation shall specifically include any medical claim costs incurred by the Pool because of the failure of the Employer to give any notice of an employee termination or other qualifying event. This notice is required by the agreement or by law. The Pool, upon notice by the Employer will immediately investigate, handle, respond to and defend any such claims, demands or suits at the Employer's sole expense. If the liability, claim, demand or suit is based on negligence this contract of indemnity shall apply and the negligence of the Employer and the Pool will be on a percentage basis as in a pure comparative negligence situation under the law.

9. The Pool's responsibilities under this contract are for Continuation of Coverage that the Employer is required to provide under Federal law, and does not have any responsibility for other benefits such as group life insurance or disability.

IV. Notice

Any notice to be given under this Agreement, other than those in II, 1, 2, 3, 4 and 5 of this Agreement, shall be deemed given and received on the first to occur of the following: (a) actual receipt by the party to be notified; or (b) five days after deposit of such notice in the US Mail system if sent by Certified Mail, Return Receipt Requested, postage prepaid, and addressed to the party to be notified at the address of such party set forth below or as designated from time to time in writing by giving not less than ten days in advance notice to the other party. The initial addresses for the Pool and Employer shall be as follows:

Address of Pool
Executive Director
TML Intergovernmental Employee Benefits Pool
Texas Municipal Center
1821 Rutherford Lane, Suite 300
Austin, Texas 78754-5151

Address of Employer
Northtown MUD
1421 Wells Branch Parkway Ste 106
Pflugerville, Texas 78660

V. Compensation

1. The Employer will pay the Pool a one-time $50.00 set up fee and a $0.50 Per Participant Per Month fee for each participating participant per month that enrolls in Continuation of Coverage.

2. Other special services which may be requested by the Employer but are not contained in this Agreement will be billed at a mutually agreeable hourly rate.

VI. Miscellaneous Provisions

1. This Agreement represents the complete understanding of the parties and may not be modified or amended without the written agreement of both parties.

2. The parties agree that venue for any dispute arising under the terms of this Agreement shall be in Austin, Travis County, Texas.

3. The parties agree that venue for any dispute arising out of the performance under their Agreement shall be in Austin, Travis County, Texas.

4. In performing the administrative services under this Agreement, the Pool may rely without qualification on the information provided by the Employer.

5. The Pool agrees to take over the remaining Continuation of Coverage administration for any of the Employer's current Continuation of Coverage participants, without Employer compensation, so long as the Employer furnishes the information necessary to effectuate the transfer.

6. This Agreement is entire as to all of the performance to be rendered under it. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision of this Agreement shall be void and of no force and effect.

7. It is understood that the Pool will charge the Continuation of Coverage participant the administration fee allowed by the Continuation of Coverage statute.

VII. Termination

1. Term of this initial Agreement shall be from its effective date through August 1, 2014, at 12:00 a.m. The Employer may annually renew the Agreement for the subsequent twelve (12) month period by executing and returning the Pool's rerate notice and benefit selection for each year.

2. Either party may terminate this Agreement at anytime by giving the other party written notice at least thirty (30) days prior to the specified date.

3. This Agreement terminates, without further notice, on the date the undersigned Employer is no longer an Employer of the Pool.

4. All records in possession of the Pool relating to Continuation of Coverage administration at termination of the Agreement will be transferred to the Employer within forty-five (45) business days.

5. Should this Agreement terminate for any reason it does not relieve either party of their duties nor obligations during the period when this Agreement was in full force and effect.

This Agreement is entered into for the Employer under authorization of _____, at a duly called meeting held on _____ by:

_____ (Signature)

Northtown MUD (Employer/Group Name)

_____ (Authorized Official Title)

_____ (Date)

This Agreement Entered Into and Accepted By:

TML INTERGOVERNMENTAL EMPLOYEE BENEFITS POOL

BY: _____ at Austin, Texas _____

TITLE: Executive Director (Date)

ATTACHMENT A

COBRA CONTINUATION OF COVERAGE (COC) RIGHTS UNDER COBRA

Introduction

You are receiving this notice because you have recently become covered under a group health plan (the Plan). This notice contains important information about your right to COBRA Continuation of Coverage (COC), which is a temporary extension of coverage under the Plan. This notice generally explains COBRA COC, when it may become available to you and your family and what you need to do to protect the right to receive it.

The right to COBRA COC was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA COC can become available to you when you would otherwise lose your group health coverage. It can also become available to other members of your family who are covered under the Plan when they would otherwise lose their group health coverage. For additional information about your rights and obligations under the Plan and under federal law, you should review the Plan book or contact TML IEBP, 1821 Rutherford Lane, Suite 300, Austin, Texas 78754, (800) 282-5385.

What is COBRA Continuation of Coverage?

COBRA COC is a continuation of Plan coverage when coverage would otherwise end because of a life event known as a "qualifying event." Specific qualifying events are listed later in this notice. After a qualifying event, COBRA COC must be offered to each person who is a "qualified beneficiary." You, your spouse and your dependent children could become qualified beneficiaries if coverage under the Plan is lost because of the qualifying event. Under the Plan, qualified beneficiaries who elect COBRA COC may be required to pay depending on the policy of your employer.

If you are an employee, you will become a qualified beneficiary if you lose your coverage under the Plan because either one of the following qualifying events happens:

1. your hours of employment are reduced; or
2. your employment ends for any reason other than your gross misconduct.

If you are the spouse of the employee, you will become a qualified beneficiary if you lose your coverage under the Plan because any of the following qualifying events happens:

1. your spouse dies;
2. your spouse's hours of employment are reduced;
3. your spouse's employment ends for any reason other than his or her gross misconduct;
4. your spouse becomes entitled to Medicare benefits (under Part A, Part B and/or Part C); or
5. you become divorced or legally separated from your spouse.

Your dependent children will become qualified beneficiaries if they lose coverage under the Plan because any of the following qualifying events happens:

1. the parent-employee dies;
2. the parent-employee's hours of employment are reduced;
3. the parent-employee's employment ends for any reason other than his or her gross misconduct;
4. the parent-employee becomes entitled to Medicare benefits (Part A, Part B and/or Part C);
5. the parents become divorced or legally separated; or
6. the child stops being eligible for coverage under the Plan as a "dependent child."

Sometimes, filing a proceeding in bankruptcy under Title 11 of the United States Code can be a qualifying event. If a proceeding in bankruptcy is filed with respect to your employer and the bankruptcy results in the loss of coverage for any retired employee covered under the Plan, the retired employee will become a qualified beneficiary with respect to the bankruptcy. The retired employee's spouse, surviving spouse and dependent children will also become qualified beneficiaries if bankruptcy results in the loss of their coverage under the Plan.

Please note that Continuation of Coverage does not include any life benefits. If you had voluntary life coverage, you may convert it to an individual policy within thirty-one (31) days of your qualifying event. Contact your employer's human resources office for more information and conversion forms.

When is COBRA Continuation of Coverage available?

The Plan will offer COBRA COC to qualified beneficiaries only after the Plan Administrator has been notified that a qualifying event has occurred. When the qualifying event is the end of employment or reduction of hours of employment, death of the employee, commencement of a proceeding in bankruptcy with respect to the employer or the employee's becoming entitled to Medicare benefits (under Part A, Part B and/or Part C), the employer must notify TML IEBP of the qualifying event.

You must give notice of some Qualifying Events

For the other qualifying events (divorce or legal separation of the employee and spouse or a dependent child's losing eligibility for coverage as a dependent child), you must notify the Plan Administrator within 60 days after the qualifying event occurs. If TML IEBP is the Plan Administrator, you must provide this notice to: TML IEBP, 1821 Rutherford Lane, Suite 300, Austin, Texas 78754, (800) 282-5385.

How is COBRA Continuation of Coverage provided?

Once the Plan Administrator receives notice that a qualifying event occurred, COBRA COC will be offered to each of the qualified beneficiaries. Each qualified beneficiary has an independent right to elect COBRA COC. Covered employees may elect COBRA COC on behalf of their spouses, and parents may elect COBRA COC on behalf of their children.

COBRA COC is a temporary continuation of coverage. When the qualifying event is the death of the employee, the employee's becoming entitled to Medicare benefits (Part A, Part B and/or Part C), your divorce or legal separation or a dependent child's losing eligibility as a dependent child, COBRA COC for up to a total of 36 months. When the qualifying event is the end of employment or reduction of the employee's hours of employment, and the employee became entitled to Medicare benefits less than18 months before the qualifying event, COBRA COC for qualified beneficiaries other than the employee lasts until 36 months after the date of Medicare entitlement. For example, if a covered employee becomes entitled to Medicare 8 months before the date on which his employment terminates, COBRA COC for his spouse and children can last up to 36 months after the date of Medicare entitlement, which is equal to 28 months after the date of the qualifying event (36 months minus 8 months). Otherwise, when the qualifying event is the end of employment or reduction of the employee's hours of employment, COBRA COC generally lasts for only up to total of 18 months. There are two ways in which this 18-month period of COBRA COC can be extended.

Disability extension of 18-month period of COBRA Continuation of Coverage

If you or anyone in your family covered under the Plan is determined by the Social Security Administration to be disabled and you notify TML IEBP within 60 days of that determination, you and your entire family may be entitled to receive up to an additional 11 months of COBRA COC for a total maximum of 29 months. The disability would have to have started at some time before the 60th day of COBRA COC and must last at least until the 18 month period of COBRA COC. You may contact TML IEBP about a disability determination at 1820 Rutherford Lane, Suite #300, Austin, Texas 78754, (800) 282-5385.

Second Qualifying Event extension of 18-month period of COBRA Continuation of Coverage

If your family experiences another qualifying event while receiving 18 months of COBRA COC, The spouse and dependent children in your family may get up to 18 additional months of COBRA COC, for a maximum of 36 months, if notice of the second qualifying event is properly given to the Plan. This extension may be available to the spouse and any dependent children receiving COBRA COC if the employee or former employee dies, becomes entitled to Medicare benefits (Part A, Part B and/or Part C) or gets divorced or legally separated, or if the dependent child stops being eligible under the Plan as a dependent child, but only if the event would have caused the spouse or dependent child to lose coverage under the Plan had the first qualifying event not occurred.

Adding Dependents

If you are a COBRA COC participant, you have the same rights to add dependents to your COBRA COC as an active covered employee. For example, you may add dependents to your COBRA COC within 31 days of marriage or the birth, adoption or placement for adoption of a child. Also, you may add dependents to your COBRA COC during your employer's open enrollment. However, these dependents who were not covered under the Plan before your qualifying event occurred are not qualified beneficiaries and do not have individual COBRA COC rights, except for children added within 31 days of birth, adoption or placement for adoption. Children added to your COBRA COC within 31 days of birth, adoption or placement for adoption are qualified beneficiaries and have their own COBRA COC rights.

If you have questions

Questions concerning your Plan or your COBRA COC rights should be addressed to the contact or contacts identified below. State and local government employees seeking more information about their rights under COBRA Continuation of Coverage, the Health Insurance Portability and Accountability Act (HIPAA) and other laws affecting group health plans, can contact the U.S. Department of Health and Human Services' Centers for Medicare and Medicaid Services at www.cciio.cms.gov/programs/protections/cobra/cobra_fact_sheet.html or http://www.cciio.cms.gov/programs/protections/cobra/cobra_qna.html.

Keep Your Plan Informed of Address Changes

In order to protect your family's rights, you should keep the Plan Administrator informed of any changes in addresses of family members. You should also keep a copy, for your records, of any notices you send to the Plan Administrator.

Plan Contact Information

TML Intergovernmental Employee Benefits Pool
1821 Rutherford Lane, Suite 300
Austin, Texas 78754

Phone:	(512) 719-6500
Customer Service:	(800) 282-5385
Secured Customer Service Website:	www.mytmliebp.org
Medical Care Management:	(800) 847-1213
Spanish Line:	(800) 385-9952

360 PROFESSIONAL SERVICES, INC.

P.O. Box 3639
Cedar Park, Texas 78630

DATE: April 16, 2013

TO: Northtown Municipal Utility District
Board of Directors

FROM: Scott J. Foster, P.E.

RE: Northtown MUD – Engineer's Report for the March 26, 2013 Board Meeting

Report from District engineer, including:

a) Oaks at Techridge Phase II;

Construction has commenced, and the first phases of the project will be completed in late 2013 with final completion in mid-2014.

b) Pflugerville ISD Tract;

The project is substantially complete and is pending final acceptance. The remaining items are generally administrative. However, the Harris Ridge Extension project is required to be accepted prior to or in conjunction with this project.

c) Harris Ridge Extension Project, including approving any pay estimates or change orders;

The developer has received permission from the City and NTMUD for PISD to connect to the water and wastewater system. The contractor is still working on the drainage related items, and it is expected to be resolved in 2013. No payment applications or change orders were provided for consideration.

d) MeadowPointe/Wildflower park project;

Construction of the improvements has been completed and the contractor is finalizing minor punch list items. It is anticipated that the project will be considered for final acceptance at the May 2013 board meeting. No payment applications or change orders were provided for consideration.

e) MS4 permitting 2012 update, including pond inspections;

The MS4 annual update was submitted on November 2, 2012, and TCEQ recently provided their acknowledgment that the update was approved. It should be noted that the new MS4 guidelines are still pending final adoption, and it is anticipated that these will take place next year.

360 PSI has conducted its field inspections and has worked with the District's consultants and manager on maintenance items that can be immediately addressed. Overall, there is a major improvement from the last inspection, and the increased routine maintenance items are resulting in

AGENDA ITEM #8

minimal to normal items being identified. 360 PSI will be finalizing its report and presenting it to the appropriate subcommittee with the anticipated budgets for the maintenance items.

f) Force main project;

360 PSI has studied the preliminary feasibility and costs of various alignments for a replacement of the force main. These options were discussed with the subcommittee. Due to the complexity and options presented, additional coordination and study will be necessary to identify the most viable option. 360 PSI has met with the City of Austin to discuss both the short term and long term plans of the Harris Branch interceptor project. Based upon those discussions, the force main replacement project remains the most viable option. 360 PSI discussed with the City their preferred alignments and requested an expedited review. 360 PSI has contacted property owners to discuss the ability to obtain easements through the necessary property. 360 PSI is currently reviewing alternative alignments along Harris Ridge Boulevard and has attended a utility coordination meeting on April 4, 2013. A final recommendation on the recommended alignment will be presented to the subcommittee for further consideration for the May 2013 board meeting.

Northtown Municipal Utility District

Accounting Report

April 23, 2013

- Review Cash Activity Report, including Receipts and Expenditures.

  ☑ Action Items:

  - Approval of director and vendor payments.
  - Approval of fund transfers.

- Review March 31, 2013 Financial Statements.

AGENDA ITEM #9

2013

Northtown M.U.D.

January

Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

February

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March

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31						

April

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May

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June

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July

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August

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September

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October

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November

Su	M	Tu	W	Th	F	Sa
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24	25	26	27	28	29	30

December

Su	M	Tu	W	Th	F	Sa
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22	23	24	25	26	27	28
29	30	31				

Notes:

Jan 22	Board Meeting
Feb 26	Board Meeting
Mar 1	Bond Payment
Mar 26	Board Meeting
Apr 23	Board Meeting

Cash Activity Reports

Northtown Municipal Utility District
Cash Activity Report - Operating Account
March 31, 2013 - April 23, 2013

				General Fund Operating Account
Cash Balance - February 28, 2013				$ 508,609.85
Subsequent Activity				5,587.20
Service Revenue Cash Receipts		March 2013 Month to Date	7,215.48	
Cash Receipts		KB Homes - Inspection Fees	720.00	
Cash Receipts		Dessau Fountain - Lift Station Improvements	2,000.00	
Credit Card Expenses		December 2012	(4,348.28)	
		Total Subsequent Activity	5,587.20	
Expenditures to be Approved April 23, 2013				(368,711.94)
Payroll Expenses	ACH	Payroll	7,150.94	
Amaro, Felix T	5070	Director's Fees - April 23, 2013	138.52	
Gray, Scott M.	5071	Director's Fees - April 23, 2013	138.52	
Martinez, Alex	5072	Director's Fees - April 23, 2013	138.52	
Richter, Brenda K	5073	Director's Fees - April 23, 2013	138.52	
Bouldin, Forrest M	5074	Security - March 2013	536.80	
Gonzalez, Oscar Z	5075	Security - March 2013	387.87	
Kinnard, Byron K.	5076	Security - March 2013	2,091.57	
Mancias, Michael	5077	Security - March 2013	760.74	
Manley, Steve C.	5078	Security - March 2013	876.67	
Roper, Stanley J.	5079	Security - March 2013	742.74	
Soltelo, Mario	5080	Security - March 2013	363.87	
ATX Housing Solution, LLC	5081	Customer Refund	138.41	
Bostur, Paulette	5082	Customer Refund	103.99	
Century 21 Summit	5083	Customer Refund	158.34	
Field Asset Services	5084	Customer Refund	131.96	
Incera, Jose	5085	Customer Refund	89.67	
Rollingwood Management	5086	Customer Refund	225.85	
Texan Realty	5087	Customer Refund	145.17	
360 Professional Services, Inc.	5088	Engineering Fees - March 2013	5,715.93	
Armbrust & Brown, P.L.L.C.	5089	Legal Fees - March 2013	8,874.40	
Bott & Douthitt, P.L.L.C.	5090	Accounting Fees - March 2013	5,500.00	
City of Austin	5091	W/WW Purchases - March 2013	198,784.81	
City of Austin - CRF	5092	City of Austin Impact Fees 3/31/13	23,100.00	
Crossroads Utility Services	5093	Operations - March 2013	28,742.25	
Intelligent Products Incorporated	5094	Mutt Mitts	1,380.67	
Pathmark Signs	5095	Stormwater Sign Posts & Clamps	189.00	
Ramona Oliver	5096	Expense Reimbursement	291.50	
Roadrunner Inspection Services	5097	Inspection Fees - March 2013	720.00	
Robles, Ernest.	5098	Mileage Reimbursement - March 2013	253.12	
Texas Disposal Systems, Inc.	5099	Garbage - March 2013	45,014.20	
TexaScapes	5100	Landscape Maintenance/Irrigation Repairs	32,082.58	
Travis County Sheriff's Department	5101	Security - March 2013	240.00	
Ballard N. Austin I, LP	5102	Rent - June 2013	3,364.81	
			368,711.94	
Subtotal				145,485.11
Transfers to be approved at April 23, 2013 Meeting				179,300.00
Northtown M.U.D.		Transfer to Manager's Account	(20,700.00)	
Northtown M.U.D.		Transfer from TexPool Operating Account	200,000.00	
			179,300.00	
Projected Balance as of April 23, 2013				$ 324,785.11

Northtown Municipal Utility District
Cash Activity Report - Manager's Account
March 31, 2013 - April 23, 2013

				General Fund Manager's Account
Cash Balance - February 28, 2013				$ 24,961.48
Subsequent Activity				(5,473.45)
Expenditures Approved at March 26, 2013 Meeting (Cks #3829 - 3864)			(11,665.54)	
City of Austin	3865	Lift Station Electric - March 2013	(2,237.92)	
TML IEBP	3866	Health Insurance	(2,671.34)	
Transfers Approved at March 26, 2013 Meeting			11,100.00	
Interest Income		March 2013	1.35	
		Total Subsequent Activity	(5,473.45)	
Cash Balance - March 31, 2013				$ 19,488.03
Expenditures to be Approved at April 23, 2013 Meeting				(15,233.57)
JKB Construction	3867	Customer Refund	1,594.76	
Atmos Energy	3868	Utilities - March 2013	56.02	
TXU Energy	3869	Street Lights/Office Electric - March 2013	816.46	
Hardman Signs	3870	Signage - Storm Water Facility	1,920.00	
Grainger	3871	Crossover Bridge for Retention Pond	2,386.90	
Ramona Oliver	3872	Petty Cash Reimbursement	465.33	
Soil Testing Laboratory	3873	Water testing	210.00	
Balderas, Nichole	3874	Customer Refund	467.46	
Benavidez, Rafaela	3875	Customer Refund	103.14	
Braun, Eric	3876	Customer Refund	28.06	
Brummer, Jesse	3877	Customer Refund	82.74	
Cavazos, Corina	3878	Customer Refund	132.50	
Davidson, Ashia	3879	Customer Refund	19.44	
Del Bosque, Hilda	3880	Customer Refund	643.28	
Evans, Andrew	3881	Customer Refund	95.68	
Gonzales, Eduardo & Dorothy	3882	Customer Refund	120.16	
Han, Randle	3883	Customer Refund	348.07	
Lassiter, Christopher	3884	Customer Refund	3.68	
Martinez, Beatriz	3885	Customer Refund	399.99	
Martinez, Maria	3886	Customer Refund	142.27	
Moten, Edwina	3887	Customer Refund	121.19	
Nguyen, Kim Chi	3888	Customer Refund	145.17	
Noshari, Frank	3889	Customer Refund	142.27	
Scantlin, Amanda	3890	Customer Refund	132.61	
Stockton, Gary	3891	Customer Refund	113.96	
Tran, Nghia	3892	Customer Refund	83.75	
Turner, Jasmine	3893	Customer Refund	18.60	
Villarreal, Lionel	3894	Customer Refund	84.32	
AT&T	3895	Telephone - March 2013	493.59	
CASE	3896	CASE Conference-Oliver/Amaro/Richter	585.00	
City of Austin	3897	Street Lights/Park Utilities - March 2013	3,219.69	
Clearwire	3898	Office Internet Service - March 2013	57.48	
		Total Subsequent Expenditures	15,233.57	
Subtotal				4,254.46
Transfers to be approved at April 23, 2013 Meeting				20,700.00
Projected Balance as of April 23, 2013				$ 24,954.46

Northtown Municipal Utility District
Cash Activity Report - Park Fund Account
March 31, 2013 - April 23, 2013

	Park Fund Operating Account
Cash Balance - March 31, 2013	$ 9,356.58
Expenditures to be Approved at April 23, 2013 Meeting	-
Projected Balance as of April 23, 2013	$ 9,356.58

Northtown Municipal Utility District
Cash/Investment Activity Report
March 31, 2013 - April 23, 2013

	Interest Rate	Maturity Date	Balance 3/31/2013	Subsequent Receipts	Subsequent Disbursements	Subtotal	Transfers to be 4/23/2013		Projected Balance 4/23/2013
General Fund -									
JP Morgan Chase (Operating)	0.0500%	N/A	$ 508,609.85	$ 9,935.48	$ (373,060.22)	$ 145,485.11	$ 179,300.00	(1),(2)	$ 324,785.11
JP Morgan Chase (Manager's)	0.0500%	N/A	19,488.03	-	(15,233.57)	4,254.46	20,700.00	(1)	24,954.46
Compass Bank Lockbox	0.0000%	N/A	111,531.69	-	-	111,531.69	(111,531.69)	(3)	-
Logic Operating - 01	0.1463%	N/A	1,984,522.47	-	-	1,984,522.47	(200,000.00)	(2)	1,784,522.47
TexPool Operating	0.1134%	N/A	2,130,990.45	-	-	2,130,990.45	111,531.69	(3)	2,242,522.14
Total - General Fund			**4,755,142.49**	**9,935.48**	**(388,293.79)**	**4,376,784.18**	-		**4,376,784.18**
Park Fund -									
JP Morgan Chase (Park Operating)	0.0500%	N/A	9,356.58	-	-	9,356.58	-		9,356.58
Logic - Park Fund - 02	0.1463%	N/A	23,951.51	-	-	23,951.51	-		23,951.51
TexPool Park	0.1134%	N/A	249,173.69	-	-	249,173.69	-		249,173.69
CD - IBC Bank	0.4000%	4/28/2013	245,000.00	-	-	245,000.00	-		245,000.00
CD - First State Bank Central Texas	0.5000%	4/29/2013	245,000.00	-	-	245,000.00	-		245,000.00
Total - Park Fund			**772,481.78**	**-**	**-**	**772,481.78**	**-**		**772,481.78**
Debt Service Fund -									
Logic - Tax Account	0.1463%	N/A	95,715.83	-	-	95,715.83	-		95,715.83
Logic - Debt Service	0.1463%	N/A	2,287,357.83	-	-	2,287,357.83	-		2,287,357.83
Total - Debt Service Fund			**2,383,073.66**	**-**	**-**	**2,383,073.66**	**-**		**2,383,073.66**
Capital Project Fund -									
Logic - Capital Projects 2006	0.1463%	N/A	1,014,047.49	-	-	1,014,047.49	-		1,014,047.49
Wells Fargo (Series 2006 Escrow)	0.0099%	N/A	696,323.87	5.91	-	696,329.78	-		696,329.78
Logic - 2007 Capital Projects	0.1463%	N/A	283,240.13	-	-	283,240.13	-		283,240.13
Logic - SR 2009 CPF	0.1463%	N/A	45,101.72	-	-	45,101.72	-		45,101.72
Logic - SR 2011 CPF	0.1463%	N/A	1,453,894.88	-	-	1,453,894.88	-		1,453,894.88
Total - Capital Project Fund			**3,492,608.09**	**5.91**	**-**	**3,492,614.00**	**-**		**3,492,614.00**
Total - All Funds			**$ 11,403,306.02**	**$ 9,941.39**	**$ (388,293.79)**	**$ 11,024,953.62**	**$ -**		**$ 11,024,953.62**

(1) To transfer funds from JP Morgan Chase Operating to JP Morgan Chase Manager's Account: $20,700.00
(2) To transfer funds from Logic Operating to JP Morgan Chase Operating: $200,000.00
(3) To transfer funds from Compass Lockbox Account to TexPool Operating Account: $111,531.69

Northtown M.U.D.
Collateral Analysis Schedule
3/31/2013

	Funds	Collateral	Over/(Under) Collateralized
ABC Bank -			
Operating Account (General Fund)	$ 508,609.85		
Manager's Account (General Fund)	19,488.03		
Park Operating Account (Park Fund)	9,356.58		
Total JP Morgan Chase	537,454.46		
FDIC Coverage		250,000.00	
Pledged Collateral JP Morgan Chase Bank (Market Value)		1,027,402.60	
Total Collateral - JP Morgan Chase Bank			
Total Collateral/Funds JP Morgan Chase Bank	$ 537,454.46	$ 1,277,402.60	$ 739,948.14

J.P.Morgan

March 30, 2013

JPMorgan Chase Bank, N.A.
1111 Polaris Parkway
PO Box 710103-0103
Columbus, Ohio 43271-0103

ALLEN DOUTHITT
NORTHTOWN MUD
C/O BOTT & DOUTHITT, PLLC
PO BOX 2445
ROUND ROCK, TX 78680

Dear Allen:

Please find enclosed a copy of your March 29, 2013 Pledge Report. This report will be updated and sent to you on a Monthly basis.

Please feel free to contact the National Collateral Management Group, toll-free, at 1-888-333-8340 Option #2 if you have any questions. You can also reach us by fax at 1-614-248-9542.

National Collateral Management Group

Enclosure

Pledge Report
JPMorgan Chase Bank, N.A.

Pledge Amounts as of:
Mar 29, 2013

PLIUBN / NORTHTOWN MUD at FEDERAL RESERVE BANK OF NEW YORK, SUB-ACCOUNT: B300

CUSIP	Security Description	Original Par	Current Par	Market Value
912828NU0	US TREASURY NOTE 0.75% 08/15/2013	1,025,000.00	1,025,000.00	1,027,402.60
PLIUBN / NORTHTOWN MUD		**1,025,000.00**	**1,025,000.00**	**1,027,402.60**

U84 -- NORTHTOWN MUD

YEAR	BEGINNING TAX BALANCE	TAX ADJ	BASE TAX COLLECTED	REVERSALS	NET BASE TAX COLLECTED	PERCENT COLLECTED	ENDING TAX BALANCE	P & I COLLECTED	P & I REVERSALS	TOTAL DISTRIBUTED
1995	.00	.00	.00	.00	.00	.00 %	.00	.00	.00	.00
1996	.00	.00	.00	.00	.00	.00 %	.00	.00	.00	.00
1997	306.58	.00	.00	.00	.00	.00 %	306.58	.00	.00	.00
1998	590.15	.00	.00	.00	.00	.00 %	590.15	.00	.00	.00
1999	638.84	.00	.00	.00	.00	.00 %	638.84	.00	.00	.00
2000	702.23	.00	.00	.00	.00	.00 %	702.23	.00	.00	.00
2001	752.13	.00	.00	.00	.00	.00 %	752.13	.00	.00	.00
2002	773.70	.00	.00	.00	.00	.00 %	773.70	.00	.00	.00
2003	959.09	.00	.00	.00	.00	.00 %	959.09	.00	.00	.00
2004	965.24	.00	.00	.00	.00	.00 %	965.24	.00	.00	.00
2005	916.16	.00	.00	.00	.00	.00 %	916.16	.00	.00	.00
2006	945.57	.00	.00	.00	.00	.00 %	945.57	.00	.00	.00
2007	968.27	.00	.00	.00	.00	.00 %	968.27	.00	.00	.00
2008	2079.47	20.81-	.00	20.81	20.81-	1.01-%	2079.47	.00	6.03-	26.84-
2009	2892.76	22.61-	.00	17.65	17.65-	.61-%	2887.80	.00	2.65-	20.30-
2010	4546.65	18729.35	20047.02	.00	20047.02	86.13 %	3228.98	414.00	.00	20461.02
2011	21484.34	76.90-	6858.90	56.25	6802.65	31.78 %	14604.79	982.66	.00	7785.31
TOTL	39521.18	18609.03	26905.92	94.71	26811.21	46.12 %	31319.00	1396.66	8.68-	28199.19
2012	3187682.82	5289.14-	3115377.21	.00	3115377.21	97.89 %	67016.47	2136.45	.00	3117513.66
ENTITY TOTL	3227204.00	13319.89	3142283.13	94.71	3142188.42	96.97 %	98335.47	3533.11	8.68-	3145712.85

Northtown M.U.D.
Analysis of Taxes Collected FY 2012-2013
March 2013

TAX YEAR	2012			2011			1997-2010			TOTAL		
	General Fund	Debt Service Fund		General Fund	Debt Service Fund		General Fund	Debt Service Fund		General Fund	Debt Service Fund	
PERCENTAGE	$ 0.2229	$ 0.5271	$ 0.7500	$ 0.2882	$ 0.4618	$ 0.7500			$ -			
	29.72%	70.28%	100.00%	38.43%	61.57%	100.00%						
COLLECTIONS:												
OCT												
TAX ADJUSTMENTS	(93.29)	(220.60)	(313.89)	(7.94)	(12.71)	(20.65)	6,944.49	11,741.44	18,685.93	6,843.27	11,508.12	18,351.39
BASE TAX REV	0.00	0.00	0.00	0.00	0.00	0.00	(18.33)	(20.13)	(38.46)	(18.33)	(20.13)	(38.46)
TAXES	3,785.58	8,951.90	12,737.48	602.38	965.24	1,567.62	10.73	18.13	28.86	4,398.70	9,935.26	14,333.96
PENALTY	0.00	0.00	0.00	120.35	192.84	313.19	(0.77)	1.61	0.84	119.57	194.46	314.03
NOV												
TAX ADJUSTMENTS	(970.25)	(2,294.40)	(3,264.65)	0.00	0.00	0.00	0.00	0.00	0.00	(970.25)	(2,294.40)	(3,264.65)
BASE TAX REV	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TAXES	34,367.63	81,270.42	115,638.05	513.91	823.48	1,337.39	7,390.92	12,484.26	19,875.18	42,272.46	94,578.16	136,850.62
PENALTY	0.00	0.00	0.00	106.73	171.03	277.76	142.26	240.30	382.56	249.00	411.32	660.32
DEC												
TAX ADJUSTMENTS	(16.72)	(39.53)	(56.25)	(21.62)	(34.64)	(56.25)	0.00	0.00	0.00	(38.33)	(74.17)	(112.50)
BASE TAX REV	0.00	0.00	0.00	(21.62)	(34.64)	(56.25)	0.00	0.00	0.00	(21.62)	(34.64)	(56.25)
TAXES	623,665.22	1,474,804.56	2,098,469.78	678.65	1,087.44	1,766.09	0.00	0.00	0.00	624,343.87	1,475,892.00	2,100,235.87
PENALTY	0.00	0.00	0.00	34.29	54.95	89.24	0.00	0.00	0.00	34.29	54.95	89.24
JAN												
TAX ADJUSTMENTS	(491.67)	(1,162.68)	(1,654.35)	0.00	0.00	0.00	0.00	0.00	0.00	(491.67)	(1,162.68)	(1,654.35)
BASE TAX REV	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TAXES	238,926.92	564,999.46	803,926.38	418.99	671.38	1,090.37	53.17	89.81	142.98	239,399.08	565,760.65	805,159.73
PENALTY	0.00	0.00	0.00	10.80	17.31	28.11	8.15	13.77	21.92	18.95	31.08	50.03
FEB												
TAX ADJUSTMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
BASE TAX REV	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TAXES	21,751.62	51,436.87	73,188.49	421.71	675.72	1,097.43	0.00	0.00	0.00	22,173.32	52,112.60	74,285.92
PENALTY	435.82	1,030.61	1,466.43	105.43	168.93	274.36	0.00	0.00	0.00	541.25	1,199.54	1,740.79
MAR												
TAX ADJUSTMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
BASE TAX REV	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TAXES	3,393.14	8,023.89	11,417.03	0.00	0.00	0.00	0.00	0.00	0.00	3,393.14	8,023.89	11,417.03
PENALTY	199.13	470.89	670.02	0.00	0.00	0.00	0.00	0.00	0.00	199.13	470.89	670.02
APR												
TAX ADJUSTMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
BASE TAX REV	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TAXES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PENALTY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MAY												
TAX ADJUSTMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
BASE TAX REV	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TAXES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PENALTY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
JUN												
TAX ADJUSTMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
BASE TAX REV	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TAXES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PENALTY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
JUL												
TAX ADJUSTMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
BASE TAX REV	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TAXES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PENALTY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
AUG												
TAX ADJUSTMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
BASE TAX REV	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TAXES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PENALTY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SEP												
TAX ADJUSTMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
BASE TAX REV	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TAXES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PENALTY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL												
BASE TAX REV	0.00	0.00	0.00	(21.62)	(34.64)	(56.25)	(18.33)	(20.13)	(38.46)	(39.94)	(54.77)	(94.71)
TAXES	925,890.11	2,189,487.10	3,115,377.21	2,635.65	4,223.25	6,858.90	7,454.82	12,592.20	20,047.02	935,980.57	2,206,302.56	3,142,283.13
PENALTY	634.95	1,501.50	2,136.45	377.60	605.06	982.66	149.64	255.68	405.32	1,162.20	2,362.23	3,524.43
TOTAL DISTRIBUTION	926,525.06	2,190,988.60	3,117,513.66	2,991.64	4,793.67	7,785.31	7,586.13	12,827.75	20,413.88	937,102.83	2,208,610.02	3,145,712.85
BEGINNNING												
TAXES RECEIVABLE	947,379.33	2,240,303.49	3,187,682.82	8,255.72	13,228.62	21,484.34	8,398.92	9,637.92	18,036.84	964,033.97	2,263,170.03	3,227,204.00
TAX ADJUSTMENTS	(1,571.93)	(3,717.21)	(5,289.14)	(29.55)	(47.35)	(76.90)	6,944.49	11,741.44	18,685.93	5,343.01	7,976.88	13,319.89
BASE TAX REV	0.00	0.00	0.00	21.62	34.64	56.25	18.33	20.13	38.46	39.94	54.77	94.71
LESS: COLLECTIONS	(925,890.11)	(2,189,487.10)	(3,115,377.21)	(2,635.65)	(4,223.25)	(6,858.90)	(7,454.82)	(12,592.20)	(20,047.02)	(935,980.57)	(2,206,302.56)	(3,142,283.13)
TAX												
REC @ END OF PERIOD	19,917.29	47,099.18	67,016.47	5,612.13	8,992.66	14,604.79	7,906.92	8,807.29	16,714.21	33,436.35	64,899.12	98,335.47
	29.72%	70.28%	100.00%	38.43%	61.57%	100.00%						

Financial Statements

Northtown M.U.D.

Accountant's Compilation Report

March 31, 2013

We have compiled the accompanying Governmental Funds Balance Sheet of Northtown M.U.D. (a governmental entity) as of March 31, 2013 and the related Statement of Revenues, Expenditures, and Changes in Fund Balance - Governmental Funds for the six months then ended which collectively comprise the District's basic financial statements, and the accompanying supplementary information described at Supplementary Information - Index, which is presented only for supplementary analysis purposes. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or provide any assurance about whether the financial statements are in accordance with accounting principles generally accepted in the United States of America.

The District is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements.

Accounting principles generally accepted in the United States of America require that budgetary comparison information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting and for placing the basic financial statements in an appropriate operational, economic, or historical context. Such information has been compiled by us without audit or review and, accordingly, we do not express an opinion or provide any assurance on it.

The District has omitted the management's discussion and analysis, the Statement of Net Assets, and Statement of Activities that the Governmental Accounting Standards Board requires to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historic context.

In addition, the District has elected to omit substantially all of the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures and components required by GASB 34 were included in the financial statements, they might influence the user's conclusions about the District's financial position, results of operations, and cash flows. Accordingly, these financial statements are not designed for those who are not informed about such matters.

We are not independent with respect to Northtown M.U.D.

Bott & Douthitt, P.L.L.C.

BOTT & DOUTHITT, P.L.L.C.

April 16, 2013
Round Rock, TX

Northtown Municipal Utility District
Governmental Funds Balance Sheet
March 31, 2013

	Governmental Funds				
	General Fund	Park Fund	Debt Service Fund	Capital Projects Fund	Governmental Funds Total
Assets					
Cash and Cash Equivalents					
Cash on Deposit	$ 639,629.57	$ 9,356.08	$ -	$ -	$ 648,985.65
Petty Cash	500.00	-	-	-	500.00
Cash Equivalents	4,115,512.92	763,125.70	2,383,073.66	3,492,608.09	10,754,320.37
Receivables					
Service Accounts, net of allowance for doubtful accounts of $2,500.00	286,573.09	-	-	-	286,573.09
Accrued Service Income	301,217.00	-	-	-	301,217.00
Property Taxes	33,436.35	-	64,899.12	-	98,335.47
Fiscal Security-City of Austin	10,671.74				10,671.74
Other	57,459.32	-	-	-	57,459.32
Interfund	1,623,867.09	33,493.74	-	-	1,657,360.83
Accrued Interest	-	927.51	-	5.91	933.42
Total Assets	$7,068,867.08	$ 806,903.03	$2,447,972.78	$3,492,614.00	$13,816,356.89
Liabilities					
Accounts Payable	$ 304,531.85	$ -	$ -	$ -	$ 304,531.85
Accrued Expenses	15,227.99	-	-	-	15,227.99
Accrued Interest	-	-	5,740.00	-	5,740.00
Payroll Taxes Payable	1,209.88	-	-	-	1,209.88
TCEQ Assessment	3,003.14	-	-	-	3,003.14
Customer Meter Deposits	605,893.14	-	-	-	605,893.14
Builder Deposits	2,500.00	-	-	-	2,500.00
Other Deposits	20,947.07	-	-	-	20,947.07
Deferred Revenue - Property Taxes	33,436.35	-	64,899.12	-	98,335.47
Capital Recovery Fees Payable	23,100.00	-	-	-	23,100.00
Unclaimed Property	25,563.74	-	-	-	25,563.74
Retainage Payable	-	14,310.00	-	-	14,310.00
Interfund	33,493.74	-	30,415.16	1,593,451.93	1,657,360.83
Total Liabilities	1,068,906.90	14,310.00	101,054.28	1,593,451.93	2,777,723.11
Fund Balance					
Fund Balances:					
Restricted for					
Debt Service	-	-	2,346,918.50	-	2,346,918.50
Capital Projects	-	-	-	1,899,162.07	1,899,162.07
Unassigned	5,999,960.18	792,593.03	-	-	6,792,553.21
Total Fund Balances	5,999,960.18	792,593.03	2,346,918.50	1,899,162.07	11,038,633.78
Total Liabilities and Fund Balances	$7,068,867.08	$ 806,903.03	$2,447,972.78	$3,492,614.00	$13,816,356.89

See Accountants' Report.

Northtown Municipal Utility District
Statement of Revenues,
Expenditures & Changes in Fund Balance-Governmental Funds
October 1, 2012 - March 31, 2013

	Governmental Funds				
	General Fund	Park Fund	Debt Service Fund	Capital Projects Fund	Governmental Funds Total
Revenues:					
Property Taxes, including penalties	$ 937,102.83	$ -	$ 2,208,610.02	$ -	$ 3,145,712.85
Service Accounts, including penalties	1,851,064.89	-	-	-	1,851,064.89
Tap Connection Fees	34,800.00	-	-	-	34,800.00
Park Fees	-	8,700.00	-	-	8,700.00
Other Income	12,000.64	-	-	-	12,000.64
Interest Income	3,035.44	1,848.96	1,506.25	2,406.08	8,796.73
Total Revenues	2,838,003.80	10,548.96	2,210,116.27	2,406.08	5,061,075.11
Expenditures:					
Current-					
WATER					
Bulk Water Purchase	548,273.58	-	-	-	548,273.58
TCEQ Fees	6,959.55	-	-	-	6,959.55
Water System Maintenance	14,413.00	-	-	-	14,413.00
Water Tap Inspections	2,641.68	-	-	-	2,641.68
Meter Purchases	12,970.92	-	-	-	12,970.92
WASTEWATER					
Bulk Wastewater Purchases	573,222.84	-	-	-	573,222.84
Wastewater System Maintenance	5,737.42	-	-	-	5,737.42
Lift Station Maintenance	44,994.14	-	-	-	44,994.14
Chemicals	23,245.00	-	-	-	23,245.00
TCEQ Penalty	4,875.00	-	-	-	4,875.00
ADMINISTRATIVE					
Director Fees	7,800.00	-	-	-	7,800.00
Payroll Taxes	11,854.54	-	-	-	11,854.54
Director's Per Diem and Travel	232.04	-	-	-	232.04
Legal Fees - General	39,999.01	-	-	-	39,999.01
Legal Fees - Covenants	18,609.54	-	-	-	18,609.54
Management Services	133,292.08	-	-	-	133,292.08
Accounting Fees	33,750.00	-	-	-	33,750.00
Financial Advisor Fees	534.96	-	1,265.04	-	1,800.00
Audit Fees	14,600.00	-	-	-	14,600.00
Engineering Fees - General	10,404.00	-	-	-	10,404.00
Engineering Fees - Special	33,285.29	-	-	-	33,285.29
Tax Collector/Appraisal Fees	3,424.60	-	8,098.30	-	11,522.90
Permits & Membership Dues	450.00	-	-	-	450.00
Insurance	400.00	-	-	-	400.00
Credit Card Fees	27,634.27	-	-	-	27,634.27
Bank Service Charges	1,774.17	-	-	-	1,774.17
Conference/Training	585.00	-	-	-	585.00
PARKS					
Park Landscape Maintenance	190,980.00	-	-	-	190,980.00
Landscape Contingency	37,946.85	-	-	-	37,946.85
Park Facility Maintenance	9,196.09	-	-	-	9,196.09
Security	41,524.50	-	-	-	41,524.50
Irrigation Repairs	2,164.18	-	-	-	2,164.18
Park Utilities	7,642.77	-	-	-	7,642.77
Pond Maintenance Expenses	121.40	-	-	-	121.40
OTHER					
Meeting Expense	14.60	-	-	-	14.60
Nightwatchman Lights	8,087.04	-	-	-	8,087.04
Miscellaneous	15,789.69	-	-	-	15,789.69
Garbage Collection	269,754.02	-	-	-	269,754.02
Office Staff Expenses	101,451.57	-	-	-	101,451.57
Office Expenses	25,303.85	-	-	-	25,303.85
Signage	189.00	-	-	-	189.00
Telephone	1,357.91	-	-	-	1,357.91
Public Notices	7,301.62	-	-	-	7,301.62
Debt Service -					
Bond Interest Expense	-	-	506,059.39	-	506,059.39
Paying Agent Fees	-	-	1,200.00	-	1,200.00
Capital Outlay	-	143,149.94	-	1,836.00	144,985.94
Total Expenditures	2,294,787.72	143,149.94	516,622.73	1,836.00	2,956,396.39
Excess/(Deficiency) of Revenues over Expenditures	543,216.08	(132,600.98)	1,693,493.54	570.08	2,104,678.72
Other Financing Sources (Uses) -					
Bond Refunding Expenses	-	-	(1,030.32)	-	(1,030.32)
Total Other Financing Sources (Uses)	-	-	(1,030.32)	-	(1,030.32)
Excess (Deficiency) of revenues and other financing sources over expenditures and other financing uses	543,216.08	(132,600.98)	1,692,463.22	570.08	2,103,648.40
Fund Balance, October 1, 2012	5,456,744.10	925,194.01	654,455.28	1,898,591.99	8,934,985.38
Fund Balance, March 31, 2013	$ 5,999,960.18	$ 792,593.03	$ 2,346,918.50	$ 1,899,162.07	$ 11,038,633.78

See Accountants' Report.

Supplementary Information

Index

General Fund

- Budgetary Comparison Schedule
- Projection of Revenues & Expenses
- Cash Accounts Reconciliations
- A/P Aging Summary
- Other Deposits Summary
- Write Off Summary
- Credit Card Transaction History
- Payroll Summary

General Fund

Northtown Municipal Utility District
Budget Comparison Schedule
March 31, 2013

	Current Month			Year-to-Date		
	Actual	Budget	Variance	Actual	Budget	Variance
Revenues:						
OPERATING						
Water Service Fees	$ 90,378.85	$ 98,017.00	$ (7,638.15)	$ 690,596.93	$ 621,670.00	$ 68,926.93
Water Tap Fees	6,600.00	1,200.00	5,400.00	17,400.00	7,200.00	10,200.00
Wastewater Service Fees	96,905.69	106,066.00	(9,160.31)	603,549.37	636,396.00	(32,846.63)
Wastewater Tap Fees	6,600.00	1,200.00	5,400.00	17,400.00	7,200.00	10,200.00
Basic Services	85,925.15	83,722.00	2,203.15	498,509.44	501,402.00	(2,892.56)
Application Fees	1,404.00	1,333.00	71.00	8,053.00	7,998.00	55.00
Service Penalties	7,403.27	7,500.00	(96.73)	50,356.15	45,000.00	5,356.15
Water and W/W Inspections	-	-	-	-	-	-
Total Operating	295,216.96	299,038.00	(3,821.04)	1,885,864.89	1,826,866.00	58,998.89
OTHER OPERATING						
Property Tax	3,393.14	21,397.01	(18,003.87)	935,940.63	940,482.01	(4,541.38)
Property Tax Penalty	199.13	-	199.13	1,162.20	-	1,162.20
Total Other Operating	3,592.27	21,397.01	(17,804.74)	937,102.83	940,482.01	(3,379.18)
NON-OPERATING						
Miscellaneous Revenue	2,000.64	2,250.00	(249.36)	12,000.64	13,500.00	(1,499.36)
Investment Interest	525.62	750.00	(224.38)	3,035.44	4,500.00	(1,464.56)
Total Non-Operating	2,526.26	3,000.00	(473.74)	15,036.08	18,000.00	(2,963.92)
Total Operating Revenues	301,335.49	323,435.01	(22,099.52)	2,838,003.80	2,785,348.01	52,655.79
OTHER						
Park Fees	3,300.00	600.00	2,700.00	8,700.00	3,600.00	5,100.00
Park Interest Revenue	244.57	500.00	(255.43)	1,848.96	3,000.00	(1,151.04)
Transfer From Operating	-	-	-	-	-	-
Total Other	3,544.57	1,100.00	2,444.57	10,548.96	6,600.00	3,948.96
Total Revenues	304,880.06	324,535.01	(19,654.95)	2,848,552.76	2,791,948.01	56,604.75
Expenditures:						
OFFICE						
Office Rent	3,293.95	3,472.00	178.05	19,166.70	20,302.00	1,135.30
Employee Benefits	1,907.36	2,450.00	542.64	12,255.05	14,694.00	2,438.95
Mileage Reimbursement	839.59	500.00	(339.59)	2,514.89	3,000.00	485.11
Office Utilities	771.56	750.00	(21.56)	4,042.12	4,500.00	457.88
Wages	14,385.20	14,730.00	344.80	86,681.63	88,380.00	1,698.37
Office Expenses	-	833.00	833.00	2,095.03	4,998.00	2,902.97
Total Office Expenditures	21,197.66	22,735.00	1,537.34	126,755.42	135,874.00	9,118.58

Northtown Municipal Utility District
Budget Comparison Schedule
March 31, 2013

	Current Month			Year-to-Date		
	Actual	Budget	Variance	Actual	Budget	Variance
WATER						
Bulk Water Purchases (Var)	73,836.23	78,432.00	4,595.77	511,477.58	497,450.00	(14,027.58)
Bulk Water Purchases (Fixed)	15,866.00	15,659.00	(207.00)	36,796.00	35,518.00	(1,278.00)
TCEQ System Fee	-	-	-	6,959.55	6,000.00	(959.55)
Water System Maintenance	1,451.88	5,000.00	3,548.12	14,413.00	30,000.00	15,587.00
Water Tap Inspection	766.68	200.00	(566.68)	2,641.68	1,200.00	(1,441.68)
Water Meters	-	-	-	12,970.92	10,000.00	(2,970.92)
Total Water	91,920.79	99,291.00	7,370.21	585,258.73	580,168.00	(5,090.73)
WASTEWATER						
Bulk W/W Purchases	109,082.58	104,642.00	(4,440.58)	573,222.72	627,847.00	54,624.28
W/W System Maintenance	-	2,000.00	2,000.00	5,737.42	12,000.00	6,262.58
W/W Tap Inspections	-	83.00	83.00	-	498.00	498.00
Lift Station Maintenance	7,899.44	7,500.00	(399.44)	44,994.14	45,000.00	5.86
Chemicals	4,365.00	4,167.00	(198.00)	23,245.00	25,002.00	1,757.00
Total Wastewater	121,347.02	118,392.00	(2,955.02)	647,199.28	710,347.00	63,147.72
ADMINISTRATIVE						
Director Fees	1,200.00	2,250.00	1,050.00	7,800.00	11,500.00	3,700.00
Payroll Taxes	1,747.59	1,764.00	16.41	11,854.54	10,584.00	(1,270.54)
Legal Fees-General	4,850.25	11,667.00	6,816.75	39,999.01	70,002.00	30,002.99
Legal Fees-Special	-	-	-	-	-	-
Legal Fees-Covenants	3,061.65	3,750.00	688.35	18,609.54	22,500.00	3,890.46
Management Services	22,561.41	22,770.00	208.59	133,292.08	135,320.00	2,027.92
Bookkeeping Services	5,500.00	5,500.00	-	33,750.00	33,750.00	-
Financial Advisor Services	-	-	-	534.96	2,000.00	1,465.04
Audit Fees	-	-	-	14,600.00	15,500.00	900.00
Engineering Fees	1,734.00	1,700.00	(34.00)	10,404.00	10,200.00	(204.00)
Engineering Fees-Special	2,227.53	8,333.00	6,105.47	33,285.29	49,998.00	16,712.71
Tax Assess/Collector Fees	-	2,000.00	2,000.00	3,424.60	5,000.00	1,575.40
Permits/MemberDues/Lic.	-	-	-	450.00	500.00	50.00
Insurance	400.00	-	(400.00)	400.00	-	(400.00)
Credit Card Fees	4,348.28	4,167.00	(181.28)	27,634.27	25,002.00	(2,632.27)
Conference/Training	585.00	-	(585.00)	585.00	-	(585.00)
Total Administrative	48,215.71	63,901.00	15,685.29	336,623.29	391,856.00	55,232.71

Northtown Municipal Utility District
Budget Comparison Schedule
March 31, 2013

	Current Month			Year-to-Date		
	Actual	Budget	Variance	Actual	Budget	Variance
PARKS						
Landscape-Parks	31,830.00	31,833.00	3.00	190,980.00	190,998.00	18.00
Landscape-Contingency	23,117.60	14,917.00	(8,200.60)	37,946.85	89,502.00	51,555.15
Park Maintenance	2,003.33	6,250.00	4,246.67	9,317.04	37,500.00	28,182.96
Well Maintenance	-	1,000.00	1,000.00	-	6,000.00	6,000.00
Park Utilities	1,108.24	334.00	(774.24)	7,642.77	2,000.00	(5,642.77)
Security	7,060.00	6,250.00	(810.00)	41,524.50	37,500.00	(4,024.50)
Irrigation Repairs	252.58	675.00	422.42	2,164.18	4,050.00	1,885.82
Pond Restoration	-	6,666.00	6,666.00	-	40,000.00	40,000.00
Total Parks	65,371.75	67,925.00	2,553.25	289,575.34	407,550.00	117,974.66
OTHER						
Meeting Expenses	-	150.00	150.00	14.54	900.00	885.46
Streetlights	1,376.70	1,500.00	123.30	8,087.04	9,000.00	912.96
Miscellaneous	5,409.62	1,500.00	(3,909.62)	22,671.53	9,000.00	(13,671.53)
Garbage Collection	45,014.20	44,793.00	(221.20)	269,754.02	268,278.00	(1,476.02)
Newsletter/Mail Outs	-	250.00	250.00	7,301.62	1,500.00	(5,801.62)
Signage	189.00	15,000.00	14,811.00	189.00	15,000.00	14,811.00
Telephone	240.72	200.00	(40.72)	1,357.91	1,200.00	(157.91)
Total Other	52,230.24	63,393.00	11,162.76	309,375.66	304,878.00	(4,497.66)
Total Expenditures	400,283.17	435,637.00	35,353.83	2,294,787.72	2,530,673.00	235,885.28
Operating Excess/(Deficiency)	(98,947.68)	(112,201.99)	13,254.31	543,216.08	254,675.01	288,541.07
CAPITAL OUTLAY						
Park Consultation	-	4,166.00	4,166.00	-	25,000.00	25,000.00
Park CIP	-	60,000.00	60,000.00	143,149.94	185,000.00	41,850.06
Total Capital Outlay	-	64,166.00	64,166.00	143,149.94	210,000.00	66,850.06
Total Expenses & Park CIP	400,283.17	499,803.00	99,519.83	2,437,937.66	2,740,673.00	302,735.34
Total Excess/(Deficiency)	$ (95,403.11)	$ (175,267.99)	$ 79,864.88	$ 410,615.10	$ 51,275.01	$ 359,340.09

Northtown Municipal Utility District
Approved Budget - General Fund/Park Fund
Fiscal Year 2012-2013

	FY 2013 Budget	Actual Oct-12	Actual Nov-12	Actual Dec-12	Actual Jan-13	Actual Feb-13	Actual Mar-13	Budget Apr-13	Budget May-13	Budget Jun-13	Budget Jul-13	Budget Aug-13	Budget Sep-13	Projected FY-2013 Actual	Projected Variance
Revenues:															
OPERATING															
Water Service Fees	$ 1,342,701	$ 144,109	$ 117,554	$ 124,875	$ 121,511	$ 92,170	$ 90,379	$ 96,674	$ 118,158	$ 120,843	$ 127,556	$ 128,899	$ 128,901	$ 1,411,627	$ 68,926
Water Tap Fees	15,600	1,200	1,800	1,800	3,000	3,000	6,600	1,200	1,200	1,800	1,800	1,200	1,200	25,800	10,200
Wastewater Service Fees	1,272,792	99,155	101,456	103,507	105,228	97,297	96,906	106,066	106,066	106,066	106,066	106,066	106,066	1,239,946	(32,846)
Wastewater Tap Fees	15,600	1,200	1,800	1,800	3,000	3,000	6,600	1,200	1,200	1,800	1,800	1,200	1,200	25,800	10,200
Basic Services	1,005,026	74,525	83,881	83,841	84,478	85,860	85,925	83,752	83,812	83,902	83,992	84,052	84,114	1,002,134	(2,892)
Application Fees	16,000	1,476	1,285	1,440	1,332	1,116	1,404	1,333	1,333	1,333	1,333	1,333	1,337	16,055	55
Service Penalties	90,000	10,365	6,474	8,700	9,255	8,159	7,403	7,500	7,500	7,500	7,500	7,500	7,500	95,356	5,356
Water and W/W Inspections	0	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Operating	3,757,719	332,031	314,250	325,962	327,804	290,601	295,217	297,725	319,269	323,244	330,047	330,250	330,318	3,816,718	58,999
OTHER OPERATING															
Property Tax	940,482	4,380	42,272	624,322	239,399	22,173	3,393	-	-	-	-	-	-	935,941	(4,541)
Property Tax Penalty	0	120	249	34	19	541	199	-	-	-	-	-	-	1,162	1,162
Total Other Operating	940,482	4,500	42,521	624,357	239,418	22,715	3,592	-	-	-	-	-	-	937,103	(3,379)
NON-OPERATING															
Miscellaneous Revenue	27,000	2,000	2,000	2,000	2,000	2,000	2,001	2,250	2,250	2,250	2,250	2,250	2,250	25,501	(1,499)
Investment Interest	9,000	606	531	523	411	438	526	750	750	750	750	750	750	7,535	(1,465)
Total Non-Operating	36,000	2,606	2,531	2,523	2,411	2,438	2,526	3,000	3,000	3,000	3,000	3,000	3,000	33,036	(2,964)
Total Operating Revenues	4,734,201	339,136	359,302	952,842	569,633	315,754	301,335	300,725	322,269	326,244	333,047	333,250	333,318	4,786,857	52,656
OTHER															
Park Fees	7,800	600	900	900	1,500	1,500	3,300	600	600	900	900	600	600	12,900	5,100
Park Interest Revenue	6,000	359	337	333	321	253	245	500	500	500	500	500	500	4,849	(1,151)
Total Other	13,800	959	1,237	1,233	1,821	1,753	3,545	1,100	1,100	1,400	1,400	1,100	1,100	17,749	3,949
Total Revenues	4,748,001	340,096	360,540	954,075	571,455	317,508	304,880	301,825	323,369	327,644	334,447	334,350	334,418	4,804,606	56,605
Expenditures:															
Office Rent	41,134	3,095	3,095	3,095	3,294	3,294	3,294	3,472	3,472	3,472	3,472	3,472	3,472	39,999	1,135
Emplyee Benefits	29,394	1,550	2,311	2,162	2,162	2,162	1,907	2,450	2,450	2,450	2,450	2,450	2,450	26,955	2,439
Mileage Reimb.	6,000	421	439	391	424	-	840	500	500	500	500	500	500	5,515	485
Office Utilities	9,000	698	665	584	809	564	772	750	750	750	750	750	750	8,542	458
Wages	176,761	15,255	14,592	13,265	15,918	13,265	14,385	14,730	14,730	14,730	14,730	14,730	14,731	175,063	1,698
Office Expenses	10,000	376	154	607	500	458	-	833	833	833	833	833	837	7,097	2,903
Total Water	272,289	21,396	21,256	20,054	23,108	19,744	21,198	22,735	22,735	22,735	22,735	22,735	22,740	263,171	9,118

Northtown Municipal Utility District
Approved Budget - General Fund/Park Fund
Fiscal Year 2012-2013

	FY 2013 Budget	Actual Oct-12	Actual Nov-12	Actual Dec-12	Actual Jan-13	Actual Feb-13	Actual Mar-13	Budget Apr-13	Budget May-13	Budget Jun-13	Budget Jul-13	Budget Aug-13	Budget Sep-13	Projected FY-2013 Actual	Projected Variance
WATER															
Bulk Water Purchases (Var)	1,074,406	100,980	96,474	83,927	87,919	68,341	73,836	77,357	94,548	96,697	102,068	103,143	103,143	1,088,434	(14,028)
Bulk Water Purchases (Fixed)	129,472	1,266	1,266	1,266	1,266	15,866	15,866	15,659	15,659	15,659	15,659	15,659	15,659	130,750	(1,278)
TCEQ System Fee	6,000	-	6,960	-	-	-	-	-	-	-	-	-	-	6,960	(960)
Water System Maintenance	60,000	1,423	4,419	2,417	2,892	1,809	1,452	5,000	5,000	5,000	5,000	5,000	5,000	44,413	15,587
Water Tap Inspection	2,400	300	175	600	300	500	767	200	200	200	200	200	200	3,842	(1,442)
Water Meters	20,000	-	-	-	-	12,971	-	-	10,000	-	-	-	-	22,971	(2,971)
Total Water	1,292,278	103,969	109,293	88,210	92,378	99,488	91,921	98,216	125,407	117,556	122,927	124,002	124,002	1,297,369	(5,091)
WASTEWATER															
Bulk W/W Purchases	1,255,699	99,378	93,774	91,948	90,729	88,311	109,083	104,642	104,642	104,642	104,642	104,642	104,642	1,201,074	54,625
W/W System Maintenance	24,000	992	4,252	209	284	-	-	2,000	2,000	2,000	2,000	2,000	2,000	17,737	6,263
W/W Tap Inspections	1,000	-	-	-	-	-	-	83	83	83	83	83	87	502	498
Lift Station Maintenance	90,000	8,440	5,756	6,228	9,524	7,146	7,899	7,500	7,500	7,500	7,500	7,500	7,500	89,994	6
Chemicals	50,000	-	12,375	-	6,505	-	4,365	4,167	4,167	4,167	4,167	4,167	4,163	48,243	1,757
Total Wastewater	1,420,699	108,810	116,158	98,385	107,042	95,457	121,347	118,392	118,392	118,392	118,392	118,392	118,392	1,357,551	63,148
ADMINISTRATIVE															
Director Fees	25,000	900	900	1,500	1,350	1,950	1,200	2,250	2,250	2,250	2,250	2,250	2,250	21,300	3,700
Payroll Taxes	21,172	1,892	1,860	1,896	2,459	2,001	1,748	1,764	1,764	1,764	1,764	1,764	1,768	22,443	(1,271)
Legal Fees-General	140,000	8,348	4,778	6,649	7,597	7,777	4,850	11,667	11,667	11,667	11,667	11,667	11,663	109,997	30,003
Legal Fees-Covenants	45,000	4,585	3,161	1,813	2,824	3,174	3,062	3,750	3,750	3,750	3,750	3,750	3,750	41,110	3,890
Management Services	272,160	21,660	21,680	22,429	22,464	22,499	22,561	22,780	22,790	22,800	22,810	22,820	22,840	270,132	2,028
Bookkeeping Services	66,750	5,500	5,500	5,500	6,250	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	66,750	-
Financial Advisor Services	2,000	-	-	-	535	-	-	-	-	-	-	-	-	535	1,465
Audit Fees	15,500	-	-	-	-	14,600	-	-	-	-	-	-	-	14,600	900
Engineering Fees	20,400	1,734	1,734	1,734	1,734	1,734	1,734	1,700	1,700	1,700	1,700	1,700	1,700	20,604	(204)
Engineering Fees-Special	100,000	6,542	8,546	9,690	4,794	1,486	2,228	8,333	8,333	8,333	8,333	8,333	8,337	83,287	16,713
Tax Assess/Collector Fees	9,000	965	1,230	-	-	1,230	-	-	-	2,000	-	-	2,000	7,425	1,575
Permits/MemberDues/Lic.	1,000	-	-	100	-	350	-	500	-	-	-	-	-	950	50
Insurance	15,000	-	-	-	-	-	400	-	-	-	-	-	15,000	15,400	(400)
Credit Card Fees	50,000	4,338	4,717	4,229	4,964	5,037	4,348	4,167	4,167	4,167	4,167	4,167	4,163	52,632	(2,632)
Conference/Training	15,000	-	-	-	-	-	585	-	-	15,000	-	-	-	15,585	(585)
Total Administrative	797,982	56,464	54,096	55,540	54,971	67,337	48,216	62,411	61,921	78,931	61,941	61,951	78,971	742,750	55,232

See Accountants' Report.

Northtown Municipal Utility District
Approved Budget - General Fund/Park Fund
Fiscal Year 2012-2013

	FY 2013 Budget	Actual Oct-12	Actual Nov-12	Actual Dec-12	Actual Jan-13	Actual Feb-13	Actual Mar-13	Budget Apr-13	Budget May-13	Budget Jun-13	Budget Jul-13	Budget Aug-13	Budget Sep-13	Projected FY-2013 Actual	Projected Variance
PARKS															
Landscape-Parks	382,000	31,830	31,830	31,830	31,830	31,830	31,830	31,833	31,833	31,833	31,833	31,833	31,837	381,982	18
Landscape-Contingency	179,000	10,923	-	2,307	1,600	-	23,116	14,917	14,917	14,917	14,917	14,917	14,913	127,445	51,555
Park Maintenance	75,000	2,671	1,623	1,053	1,019	947	2,003	6,250	6,250	6,250	6,250	6,250	6,250	46,817	28,183
Well Maintenance	12,000	-	-	-	-	-	-	1,000	1,000	1,000	1,000	1,000	1,000	6,000	6,000
Park Utilities	4,000	1,304	1,488	1,583	1,323	836	1,108	333	333	334	333	333	334	9,643	(5,643)
Security	75,000	7,535	6,950	6,500	6,630	6,850	7,060	6,250	6,250	6,250	6,250	6,250	6,250	79,025	(4,025)
Irrigation Repairs	8,100	398	508	367	392	247	253	675	675	675	675	675	675	6,214	1,886
Pond Restoration	80,000	-	-	-	-	-	-	6,667	6,667	6,666	6,667	6,667	6,666	40,000	40,000
Total Parks	815,100	54,660	42,399	43,640	42,794	40,710	65,372	67,925	67,925	67,925	67,925	67,925	67,925	697,125	117,975
OTHER															
Meeting Expenses	1,800	9	-	6	-	-	-	150	150	150	150	150	150	915	885
Streetlights	18,000	1,289	1,288	1,379	1,378	1,376	1,377	1,500	1,500	1,500	1,500	1,500	1,500	17,087	913
Miscellaneous	18,000	1,499	7,272	1,631	5,296	1,364	5,410	1,500	1,500	1,500	1,500	1,500	1,500	31,672	(13,672)
Garbage Collection	537,706	44,730	44,872	44,983	45,078	45,077	45,014	44,825	44,857	44,889	44,921	44,953	44,983	539,182	(1,476)
Newsletter/Mail Outs	7,500	2,284	131	-	4,887	-	-	250	250	4,750	250	250	250	13,302	(5,802)
Signage	30,000	-	-	-	-	-	189	15,000	-	-	-	-	-	15,189	14,811
Telephone	2,400	214	214	214	213	262	241	200	200	200	200	200	200	2,558	(158)
Total Other	615,406	50,025	53,776	48,413	56,851	48,080	52,230	63,425	48,457	52,989	48,521	48,553	48,583	619,903	(4,497)
Total Expenditures	5,213,754	395,325	396,978	354,242	377,144	370,816	400,283	433,104	444,837	458,528	442,441	443,558	460,613	4,977,869	235,885
Operating Excess/(Deficiency)	(465,753)	(56,188)	(37,676)	598,600	192,489	(55,062)	(98,948)	(132,379)	(122,568)	(132,284)	(109,394)	(110,308)	(127,294)	(173,262)	292,491
CAPITAL OUTLAY															
Park Consultation	50,000	-	-	-	-	-	-	4,167	4,167	4,166	4,167	4,167	4,166	25,000	25,000
Park CIP	375,000	-	36,702	94,498	-	11,950	-	60,000	-	30,000	50,000	50,000	-	333,150	41,850
Total Capital Outlay	425,000	-	36,702	94,498	-	11,950	-	64,167	4,167	34,166	54,167	54,167	4,166	358,150	66,850
Total Expenses & Park CIP	5,638,754	395,325	433,680	448,740	377,144	382,766	400,283	497,271	449,004	492,694	496,608	497,725	464,779	5,336,019	302,735
Total Excess/(Deficiency)	$ (890,753)	$ (55,229)	$ (73,141)	$ 505,335	$ 194,311	$ (65,258)	$ (95,403)	$ (195,446)	$ (125,635)	$ (165,050)	$ (162,161)	$ (163,375)	$ (130,360)	$ (531,412)	$ 359,341

Northtown Municipal Utility District
Cash Accounts Reconciliation
March 31, 2013

	Operating	Manager's	Lockbox	Park Fund	Total
Beginning Bank Balance 2/28/13	$ 679,949.78	$ 19,513.89	$ 261,862.40	$ 20,066.08	$ 981,392.15
Cleared Transactions					
Checks and Payments	(640,426.39)	(13,332.03)	(261,872.50)	(10,710.00)	(926,340.92)
Deposits and Credits	631,155.00	27,901.35	111,541.79	0.50	770,598.64
Total Cleared Transactions	(9,271.39)	14,569.32	(150,330.71)	(10,709.50)	(155,742.28)
Ending Bank Balance 3/31/13	670,678.39	34,083.21	111,531.69	9,356.58	825,649.87
Total Uncleared Transactions					
Various Outstanding Checks	(165,721.68)	(14,595.18)	-	-	(180,316.86)
Various Deposit in Transit	3,653.14	-	-	-	3,653.14
Register Balance as of 3/31/13	$ 508,609.85	$ 19,488.03	$ 111,531.69	$ 9,356.58	$ 648,986.15

Northtown MUD - GF
A/P Aging Summary
As of March 31, 2013

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
360 Professional Services, Inc.	5,715.93	0.00	0.00	0.00	0.00	5,715.93
Armbrust & Brown, P.L.L.C.	8,874.40	0.00	0.00	0.00	0.00	8,874.40
AT&T	493.59	0.00	0.00	0.00	0.00	493.59
Atmos Energy	56.02	0.00	0.00	0.00	0.00	56.02
ATX Housing Solution, LLC	138.41	0.00	0.00	0.00	0.00	138.41
Balderas, Nichole	467.46	0.00	0.00	0.00	0.00	467.46
Benavidez, Rafaela	103.14	0.00	0.00	0.00	0.00	103.14
Bostur, Paulette	103.99	0.00	0.00	0.00	0.00	103.99
Bott & Douthitt, P.L.L.C.	5,500.00	0.00	0.00	0.00	0.00	5,500.00
Braun, Eric	28.06	0.00	0.00	0.00	0.00	28.06
Brummer, Jesse	82.74	0.00	0.00	0.00	0.00	82.74
CASE	585.00	0.00	0.00	0.00	0.00	585.00
Cavazos, Corina	132.50	0.00	0.00	0.00	0.00	132.50
Century 21 Summit	158.34	0.00	0.00	0.00	0.00	158.34
City of Austin	202,004.50	0.00	0.00	0.00	0.00	202,004.50
Clearwire	57.48	0.00	0.00	0.00	0.00	57.48
Crossroads Utility Services	28,742.25	0.00	0.00	0.00	0.00	28,742.25
Davidson, Ashia	19.44	0.00	0.00	0.00	0.00	19.44
Del Bosque, Hilda	643.28	0.00	0.00	0.00	0.00	643.28
Evans, Andrew	95.68	0.00	0.00	0.00	0.00	95.68
Field Asset Services	0.00	131.96	0.00	0.00	0.00	131.96
Gonzales, Eduardo & Dorothy	120.16	0.00	0.00	0.00	0.00	120.16
Han, Randle	348.07	0.00	0.00	0.00	0.00	348.07
Incera, Jose	89.67	0.00	0.00	0.00	0.00	89.67
Intelligent Products Incorporated	1,380.67	0.00	0.00	0.00	0.00	1,380.67
JKB Construction	1,594.76	0.00	0.00	0.00	0.00	1,594.76
Lassiter, Christopher	3.68	0.00	0.00	0.00	0.00	3.68
Martinez, Beatriz	399.99	0.00	0.00	0.00	0.00	399.99
Martinez, Maria	142.27	0.00	0.00	0.00	0.00	142.27
Moten, Edwina	121.19	0.00	0.00	0.00	0.00	121.19
Nguyen, Kim Chi	145.17	0.00	0.00	0.00	0.00	145.17
Noshari, Frank	142.27	0.00	0.00	0.00	0.00	142.27
Pathmark Signs	189.00	0.00	0.00	0.00	0.00	189.00
Ramona Oliver	291.50	0.00	0.00	0.00	0.00	291.50
Roadrunner Inspection Services	720.00	0.00	0.00	0.00	0.00	720.00
Robles, Ernest.	253.12	0.00	0.00	0.00	0.00	253.12
Rollingwood Management	0.00	225.85	0.00	0.00	0.00	225.85
Scantlin, Amanda	132.61	0.00	0.00	0.00	0.00	132.61
Stockton, Gary	113.96	0.00	0.00	0.00	0.00	113.96
Texan Realty	145.17	0.00	0.00	0.00	0.00	145.17
Texas Disposal Systems, Inc.	45,014.20	0.00	0.00	0.00	0.00	45,014.20
TexaScapes	252.58	0.00	0.00	0.00	0.00	252.58
TML IEBP	0.00	(2,671.34)	0.00	0.00	0.00	(2,671.34)
Tran, Nghia	83.75	0.00	0.00	0.00	0.00	83.75
Travis County Sheriff's Depart...	240.00	0.00	0.00	0.00	0.00	240.00
Turner, Jasmine	18.60	0.00	0.00	0.00	0.00	18.60
TXU Energy	816.46	0.00	0.00	0.00	0.00	816.46
Villarreal, Lionel	84.32	0.00	0.00	0.00	0.00	84.32
TOTAL	306,845.38	(2,313.53)	0.00	0.00	0.00	304,531.85

See Accountants' Report.

Northtown Municipal Utility District
OTHER DEPOSITS SUMMARY
March 31, 2013

Description		Amount
KB HOMES	$	1,280.00
VILLAGE AT NORTHTOWN		2,019.90
RIVERSIDE RESOURCES		1,980.00
LAKES AT NORTHTOWN		545.51
PISD REVIEW		2,019.00
FAUST DRAINAGE ON HOWARD LN.		760.00
LAKES AT TECH RIDGE		1,757.50
HARRIS RIDGE CONDOS		2,287.00
DESSAU RETAIL DEPOSIT		2,875.06
VILLAGE AT NT - COMMERCIAL 1 WTR		1,500.00
VILLAGE AT NT - COMMERCIAL 1 WW		1,500.00
TECH RIDGE APARTMENT PROJECT		2,423.10
Total Other Deposits	$	20,947.07

Northtown Municipal Utility District
KB Homes Deposit
March 31, 2013

DATE	VENDOR / INVOICE #	DESCRIPTION		AMOUNT
	KB HOMES - INITIAL DEPOSIT			$ 2,000.00
07/31/11	Roadrunner Inpsections / July 2011	KB HOMES		(640.00)
08/31/11	Roadrunner Inspections / August 2011	KB HOMES		(920.00)
09/30/11	Roadrunner Inspections / September 2011	KB HOMES		(200.00)
10/31/11	Roadrunner Inspections / October 2011	KB HOMES		(840.00)
11/30/11	Roadrunner Inspections / November 2011	KB HOMES		(400.00)
12/31/11	Invoiced #1078			3,000.00
12/31/11	Roadrunner Inspections / December 2011	KB Homes		(640.00)
01/16/12	Invoiced #1081			640.00
01/31/12	Roadrunner Inspections / January 2012	KB Homes		(1,680.00)
02/29/12	Invoiced #1084			1,680.00
02/29/12	Roadrunner Inspections / February 2012	KB Homes		(640.00)
03/31/12	Invoiced #1087			640.00
03/31/12	Roadrunner Inspections / March 2012	KB Homes		(400.00)
04/30/12	Invoiced #1088			400.00
04/30/12	Roadrunner Inspections / April 2012	KB Homes		(1,040.00)
05/31/12	Invoiced #1092			1,040.00
05/31/12	Roadrunner Inspections / May 2012	KB Homes		(920.00)
06/30/12	Invoiced #1094			920.00
06/30/12	Roadrunner Inspections / June 2012	KB Homes		(40.00)
06/30/12	Invoiced #1097			40.00
07/31/12	Roadrunner Inspections / July 2012	KB Homes		(880.00)
08/20/12	Invoiced #1100			880.00
08/31/12	Roadrunner Inspections / August 2012	KB Homes		(640.00)
09/30/12	Invoiced #1101			640.00
09/30/12	Roadrunner Inspections /September 2012	KB Homes		(1,120.00)
10/31/12	Invoiced #1105			1,120.00
10/31/12	Roadrunner Inspections /October 2012	KB Homes		(1,400.00)
11/30/12	Invoiced #1106			1,400.00
11/30/12	Roadrunner Inspections /November 2012	KB Homes		(920.00)
12/31/12	Invoiced #1111			920.00
12/31/12	Roadrunner Inspections /December 2012	KB Homes		(1,040.00)
01/31/13	Invoiced #1116			1,040.00
01/31/13	Roadrunner Inspections /January 2013	KB Homes		(840.00)
02/28/13	Invoiced #1118			840.00
02/28/13	Roadrunner Inspections /February 2013	KB Homes		(720.00)
03/31/13	Invoiced #1122			720.00
03/31/13	Roadrunner Inspections /March 2013	KB Homes		(720.00)
			TOTAL DEPOSIT	$ 1,280.00

See Accountants' Report.

Northtown Municipal Utility District
VILLAGE AT NORTHTOWN / TX PROTAX DEPOSITS
March 31, 2013

DATE	VENDOR / INVOICE #	DESCRIPTION	AMOUNT
05/12/08	CK 2919	ESCROW RECEIVED	5,000.00
07/31/11	Kimley-Horn & Associates	VILLAGE AT NTWN	(1,470.00)
07/31/11	Armbrust & Brown / 96748	VILLAGE AT NTWN	(948.15)
08/31/11	Kimley-Horn & Associates	VILLAGE AT NTWN	(230.00)
02/29/12	Kimley-Horn & Associates	VILLAGE AT NTWN	(2,446.25)
04/13/12	Invoice #1091	VILLAGE AT NTWN	5,094.40
04/30/12	360 Professional Services	VILLAGE AT NTWN	(627.30)
05/31/12	360 Professional Services - #75	VILLAGE AT NTWN	(209.10)
06/30/12	360 Professional Services - #91	VILLAGE AT NTWN	(418.20)
06/30/12	Armbrust & Brown / 102707	VILLAGE AT NTWN	(300.00)
07/31/12	Armbrust & Brown / 103160	VILLAGE AT NTWN	(187.50)
09/30/12	360 Professional Services - #145	VILLAGE AT NTWN	(209.10)
10/31/12	360 Professional Services - #165	VILLAGE AT NTWN	(209.10)
11/30/12	Armbrust & Brown / 105302	VILLAGE AT NTWN	(187.50)
12/31/12	360 Professional Services - #209	VILLAGE AT NTWN	(209.10)
12/31/12	Armbrust & Brown / 105793	VILLAGE AT NTWN	(75.00)
01/31/13	360 Professional Services - #233	VILLAGE AT NTWN	(438.60)
01/31/13	Armbrust & Brown / 106342	VILLAGE AT NTWN	(450.00)
02/14/13	Invoice #1117	VILLAGE AT NTWN	5,000.00
02/28/13	360 Professional Services - #258	VILLAGE AT NTWN	(1,315.80)
02/28/13	Armbrust & Brown / 106863	VILLAGE AT NTWN	(2,662.00)
03/31/13	360 Professional Services - #283	VILLAGE AT NTWN	(219.30)
03/31/13	Armbrust & Brown / 107420	VILLAGE AT NTWN	(262.50)
			$ 2,019.90

Northtown Municipal Utility District
Riverside Resources Deposit
March 31, 2013

DATE	VENDOR/INVOICE #	DESCRIPTION	AMOUNT
12/16/05		ADDITIONAL DEPOSIT REC'D	2,500.00
03/06/08	SAM JONES / 2230	02/08 RIVERSIDE RESOURCES	(80.00)
10/31/09	JONES-HEROY / 3091	10/09 RIVERSIDE RESOURCES	(160.00)
11/30/09	JONES-HEROY / 3126	11/09 RIVERSIDE RESOURCES	(280.00)
		TOTAL DEPOSIT	$ 1,980.00

See Accountants' Report.

Northtown Municipal Utility District
LAKES @ NORTHTOWN DEPOSITS
March 31, 2013

DATE	VENDOR / INVOICE #	DESCRIPTION	AMOUNT
02/28/06		INITIAL DEPOSIT	$ 2,500.00
11/13/07	SAM JONES/2051	HEATHERWILDE BLVD	(1,943.95)
01/07/08	SAM JONES/2135	HEATHERWILDE BLVD	(188.17)
03/31/10	KIMLEY-HORN / 68534005-0310	LAKES AT NORTHTOWN	(675.00)
05/31/10	KIMLEY-HORN / 68534005-0510	LAKES AT NORTHTOWN	(1,150.00)
06/30/10	KIMLEY-HORN / 68534005-0610	LAKES AT NORTHTOWN	(1,150.00)
07/31/10	KIMLEY-HORN / 68534005-0710	LAKES AT NORTHTOWN	(1,600.00)
07/31/10	Armbrust & Brown, LLP 88236	KB HOMES	(298.50)
10/31/10	Armbrust & Brown, LLP / 90619	LAKES AT NORTHTOWN	(994.00)
11/30/10	Armbrust & Brown, P.L.L.C. / 91832	KB HOMES	(701.06)
03/31/11	Armbrust & Brown, P.L.L.C. / 94497	KB HOMES	(106.50)
04/30/11	KIMLEY-HORN / 68534011-0411	LAKES AT NORTHTOWN	(1,490.00)
05/31/11	KIMLEY-HORN / 68534011-0511	LAKES AT NORTHTOWN	(780.00)
06/30/11	KIMLEY-HORN / 68534011-0611	LAKES AT NORTHTOWN	(460.00)
07/31/11	KIMLEY-HORN / 68534011-0711	LAKES AT NORTHTOWN	(90.00)
08/31/11	KIMLEY-HORN / 68534011-0911	LAKES AT NORTHTOWN	(1,010.00)
08/31/11	Paid	LAKES AT NORTHTOWN	6,675.06
	Invoiced	LAKES AT NORTHTOWN	9,147.07
02/29/12	KIMLEY-HORN / 68534016-0212	LAKES AT NORTHTOWN	(684.95)
05/31/12	360 Professional Services / 73	LAKES AT NORTHTOWN	(627.30)
06/30/12	360 Professional Services / 89	LAKES AT NORTHTOWN	(418.20)
09/30/12	360 Professional Services / 141	LAKES AT NORTHTOWN	(420.39)
10/31/12	360 Professional Services / 163	LAKES AT NORTHTOWN	(418.20)
11/30/12	360 Professional Services / 187	LAKES AT NORTHTOWN	(1,045.50)
12/31/12	360 Professional Services / 207	LAKES AT NORTHTOWN	(209.10)
01/31/13	360 Professional Services / 231	LAKES AT NORTHTOWN	(438.60)
02/28/13	360 Professional Services / 256	LAKES AT NORTHTOWN	(657.90)
03/31/13	360 Professional Services / 256	LAKES AT NORTHTOWN	(219.30)
		TOTAL ESCROW BALANCE	$ 545.51

See Accountants' Report.

Northtown Municipal Utility District
PISD REVIEW DEPOSIT
March 31, 2013

DATE	VENDOR / INVOICE #	DESCRIPTION	AMOUNT
04/19/06		INITIAL DEPOSIT	$ 2,500.00
04/18/06	SAM JONES / 1213	04/06 BROOKFIELD ELEM SCHOOL	(703.75)
05/31/06	SAM JONES / 1292	05/06 BROOKFIELD ELEM SCHOOL	(560.00)
06/01/06	SAM JONES / 1344	06/06 BROOKFIELD ELEM SCHOOL	(80.00)
08/07/06	SAM JONES / 1432	08/06 BROOKFIELD ELEM SCHOOL	(120.00)
09/26/07	PAYMENT / CHECK # 22565 - BAIRD/WILLIAMS CONSTRUCTION		1,463.75
11/09/07	ARMBRUST & BROWN / 66755	10/07 INDUSTRIAL WASTE	(199.00)
01/09/08	ARMBRUST & BROWN / 68201	12/07 INDUSTRIAL WASTE	(68.00)
08/05/11	PAYMENT		2,767.00
09/30/11	Kimley-Horn & Associates, Inc./68534011-0911	Pflugerville ISD	(460.00)
02/29/12	Kimley-Horn & Associates, Inc./68534016-0212	Pflugerville ISD	(430.00)
06/30/12	360 Professional Services / 90	Pflugerville ISD	(418.20)
07/31/12	360 Professional Services / 105	Pflugerville ISD	(418.20)
09/30/12	360 Professional Services / 143	Pflugerville ISD	(1,254.60)
		TOTAL DEPOSIT	$ 2,019.00

See Accountants' Report.

Northtown Municipal Utility District
FAUST DRAINAGE ON HOWARD LN DEPOSITS
March 31, 2013

DATE	VENDOR / INVOICE #	DESCRIPTION	AMOUNT
03/14/08		INITIAL DEPOSIT	$ 1,000.00
03/06/08	SAM JONES / 2202	02/08 B FAUST DRAINAGE EASEMENT	(240.00)
		TOTAL DEPOSIT	$ 760.00

See Accountants' Report.

Northtown Municipal Utility District
LAKES AT TECH RIDGE
March 31, 2013

DATE	VENDOR / INVOICE #	DESCRIPTION	AMOUNT
11/21/06		INITIAL DEPOSIT	$ 2,500.00
10/31/09	ARMBRUST & BROWN / 82169	10/09 SPEC PROJ-LAKE AT TECH RIDGE	(82.50)
11/30/09	ARMBRUST & BROWN / 82627	11/09 SPEC PROJ-LAKE AT TECH RIDGE	(660.00)
		TOTAL DEPOSIT	$ 1,757.50

Northtown Municipal Utility District
Harris Ridge Condos Deposit
March 31, 2013

DATE	VENDOR / INVOICE #	DESCRIPTION		AMOUNT
12/10/08	MB HARRIS RIDGE - DEPOSIT			2,500.00
10/31/09	ARMBRUST / 82052	HARRIS RIDGE COMMERCIAL		(71.00)
12/31/09	ARMBRUST / 83347	HARRIS RIDGE COMMERCIAL		(142.00)
			TOTAL DEPOSIT	$ 2,287.00

Northtown Municipal Utility District
Dessau Retail Deposit
March 31, 2013

DATE	VENDOR / INVOICE #	DESCRIPTION		AMOUNT
03/05/09	DEPOSIT			2,500.00
04/30/09	DEPOSIT - INDUSTRIAL WASTE PERMIT			1,500.00
04/30/09	SAM JONES / 2846	DESSAU RETAIL		(480.00)
08/31/09	CITY OF AUSTIN	INDUSTRIAL WASTE PERMIT		(64.94)
10/31/09	JONES - HEROY / 3095	DESSAU RETAIL		(100.00)
11/30/09	JONES - HEROY / 3129	DESSAU RETAIL		(480.00)
			TOTAL DEPOSIT	$ 2,875.06

Northtown Municipal Utility District
Village at Northtown - Commercial One Water
March 31, 2013

DATE	VENDOR / INVOICE #	DESCRIPTION	AMOUNT
10/28/10	Deposit		1,500.00
		TOTAL DEPOSIT	$ 1,500.00

Northtown Municipal Utility District
Village at Northtown - Commercial One Wastewater
March 31, 2013

DATE	VENDOR / INVOICE #	DESCRIPTION	AMOUNT
10/28/10	Deposit		1,500.00
		TOTAL DEPOSIT	$ 1,500.00

Northtown Municipal Utility District
Tech Ridge Multifamily
March 31, 2013

DATE	VENDOR / INVOICE #	DESCRIPTION	AMOUNT
03/04/11	Deposit	Escrow	5,000.00
09/30/11	Kimley-Horn & Associates / 68534011-0911	9/11 Engineering Fees - Tech Ridge Apartments	(460.00)
10/31/11	Kimley-Horn & Associates / 68534011-1011	10/11 Engineering Fees - Tech Ridge Apartments	(230.00)
10/31/11	Bank Fees associated with international check		(225.00)
11/30/11	ARMBRUST & BROWN / 98978	11/11 Legal Fees - Tech Ridge Apartments	(1,029.50)
11/30/11	Kimley-Horn & Associates / 68534011-1111	11/11 Engineering Fees - Tech Ridge Apartments	(460.00)
12/31/11	ARMBRUST & BROWN / 99596	12/11 Legal Fees - Tech Ridge Apartments	(2,201.00)
12/31/11	Kimley-Horn & Associates / 68534011-1211	12/11 Engineering Fees - Tech Ridge Apartments	(690.00)
01/31/12	ARMBRUST & BROWN / 100048	01/12 Legal Fees - Tech Ridge Apartments	(1,228.50)
02/29/12	ARMBRUST & BROWN / 100618	02/12 Legal Fees - Tech Ridge Apartments	(895.50)
02/29/12	Invoiced #1082 - Paid		5,295.50
03/31/12	ARMBRUST & BROWN / 101078	03/12 Legal Fees - Tech Ridge Apartments	(842.00)
03/31/12	ARMBRUST & BROWN / 101195	03/12 Legal Fees - Tech Ridge Apartments	(759.57)
04/30/12	360 Professional Services / 58	4/12 Engineering Fees - Tech Ridge Apartments	(418.20)
04/30/12	Armbrust & Brown, P.L.L.C. / 101562	4/12 Legal Fees - Tech Ridge Apartments	(205.25)
04/30/12	Armbrust & Brown, P.L.L.C. / 101570	4/12 Legal Fees - Tech Ridge Apartments	(1,015.00)
05/31/12	Invoiced #1096		5,364.02
05/31/12	Armbrust & Brown, P.L.L.C. / 102125	5/12 Legal Fees - Tech Ridge Apartments	(840.00)
05/31/12	Armbrust & Brown, P.L.L.C. / 102118	5/12 Legal Fees - Tech Ridge Apartments	(287.00)
05/31/12	360 Professional Services / 74	5/12 Engineering Fees - Tech Ridge Apartments	(638.50)
06/30/12	Armbrust & Brown, P.L.L.C. / 102709	6/12 Legal Fees - Tech Ridge Apartments	(287.00)
06/30/12	Armbrust & Brown, P.L.L.C. / 102716	6/12 Legal Fees - Tech Ridge Apartments	(52.50)
07/31/12	360 Professional Services / 106	7/12 Engineering Fees - Tech Ridge Apartments	(836.40)
07/31/12	Armbrust & Brown, P.L.L.C. / 103169	7/12 Legal Fees - Tech Ridge Apartments	(1,055.00)
07/31/12	Armbrust & Brown, P.L.L.C. / 103161	7/12 Legal Fees - Tech Ridge Apartments	(300.73)
08/31/12	Armbrust & Brown, P.L.L.C. / 103602	8/12 Legal Fees - Tech Ridge Apartments	(233.54)
08/31/12	Armbrust & Brown, P.L.L.C. / 103729	8/12 Legal Fees - Tech Ridge Apartments	(1,937.50)
08/31/12	Invoiced #1103		6,468.17
09/30/12	360 Professional Services / 142	9/12 Engineering Fees - Tech Ridge Apartments	(209.10)
09/30/12	360 Professional Services / 144	9/12 Engineering Fees - Tech Ridge Apartments	(209.10)
09/30/12	Armbrust & Brown, P.L.L.C. / 104097	9/12 Legal Fees - Tech Ridge Apartments	(300.00)
09/30/12	Armbrust & Brown, P.L.L.C. / 104228	9/12 Legal Fees - Tech Ridge Apartments	(562.50)
09/30/12	Armbrust & Brown, P.L.L.C. / 104231	9/12 Legal Fees - Tech Ridge Apartments	(717.50)
10/31/12	360 Professional Services / 164	10/12 Engineering Fees - Tech Ridge Apartments	(836.40)
10/31/12	Armbrust & Brown, P.L.L.C. / 104722	10/12 Legal Fees - Tech Ridge Apartments	(1,564.12)
10/31/12	Armbrust & Brown, P.L.L.C. / 104724	10/12 Legal Fees - Tech Ridge Apartments	(1,925.00)
11/19/12	Invoiced #1108		6,323.72
11/30/12	360 Professional Services / 188	11/12 Engineering Fees - Tech Ridge Apartments	(836.40)
11/30/12	Armbrust & Brown, P.L.L.C. / 105303	11/12 Legal Fees - Tech Ridge Apartments	(1,924.28)
11/30/12	Armbrust & Brown, P.L.L.C. / 105304	11/12 Legal Fees - Tech Ridge Apartments	(63.39)
12/31/12	360 Professional Services / 208	12/12 Engineering Fees - Tech Ridge Apartments	(836.40)
12/31/12	Armbrust & Brown, P.L.L.C. / 105795	12/12 Legal Fees - Tech Ridge Apartments	(1,312.50)
01/31/13	360 Professional Services / 232	1/13 Engineering Fees - Tech Ridge Apartments	(140.00)
01/31/13	Armbrust & Brown, P.L.L.C. / 106344	1/13 Legal Fees - Tech Ridge Apartments	(219.30)
02/18/13	Invoiced #1120		5,332.27
02/28/13	360 Professional Services / 257	2/13 Engineering Fees - Tech Ridge Apartments	(438.60)
02/28/13	Armbrust & Brown, P.L.L.C. / 106865	2/13 Legal Fees - Tech Ridge Apartments	(122.50)
03/31/13	360 Professional Services / 281	3/13 Engineering Fees - Tech Ridge Apartments	(438.60)
03/31/13	360 Professional Services / 282	3/13 Engineering Fees - Tech Ridge Apartments	(877.20)
03/31/13	Armbrust & Brown, P.L.L.C. / 107423	3/13 Legal Fees - Tech Ridge Apartments	(700.00)
		TOTAL DEPOSIT	$ 2,423.10

Northtown M.U.D.
Write Off Summary
3/31/2013

	Write Offs	Collections
10/31/2009	$ 2,244.05	$ -
11/30/2009	2,254.08	-
12/31/2009	655.41	44.42
1/31/2010	647.43	8.63
2/28/2010	856.88	32.50
3/31/2010	1,582.50	32.50
4/30/2010	823.44	-
5/31/2010	349.62	40.14
6/30/2010	647.63	103.56
7/31/2010	1,294.05	212.09
8/31/2010	1,006.48	-
9/30/2010	1,472.88	-
10/31/2010	466.90	81.44
11/30/2010	1,107.04	-
12/31/2010	2,464.82	-
1/31/2011	659.53	-
2/28/2011	826.03	-
3/31/2011	1,077.36	-
4/30/2011	661.91	-
5/31/2011	189.51	-
6/30/2011	831.74	-
7/31/2011	678.73	-
8/31/2011	544.24	-
9/30/2011	3,955.44	-
10/31/2011	905.71	-
11/30/2011	1,072.97	35.00
12/31/2011	1,951.70	169.33
1/31/2012	1,091.77	-
2/29/2012	420.53	-
3/31/2012	891.57	-
4/30/2012	547.06	36.75
5/31/2012	407.71	-
6/30/2012	356.20	26.53
7/31/2012	1,829.42	61.72
8/31/2012	727.75	7.00
9/30/2012	1,498.44	-
10/31/2012	347.52	97.33
11/30/2012	2,374.13	-
12/31/2012	599.04	-
1/31/2013	182.37	-
2/28/2013	904.97	-
3/31/2013	3,135.83	104.74
Total	$ 46,542.39	$ 1,093.68

See Accountants' Report.

Northtown Municipal Utility District
Credit Card Transaction History
March 31, 2013

Month	No. of Sales	Total Credit Card Sales	Credit Card Fees
October-09	1101	114,980.80	1,421.29
November-09	868	73,505.07	1,025.37
December-09	1230	114,784.12	1,506.59
January-10	1124	101,900.55	1,361.65
February-10	871	74,909.89	1,029.66
March-10	1306	125,490.03	2,499.68
April-10	1139	98,440.78	2,440.86
May-10	1097	100,645.54	2,032.77
June-10	1136	104,845.91	2,105.53
July-10	1176	109,035.65	2,194.94
August-10	743	61,964.68	1,433.76
September-10	1239	122,906.38	3,929.16
October-10	1228	123,804.68	3,804.48
November-10	1048	92,577.07	2,798.91
December-10	1091	101,339.12	3,062.91
January-11	1434	145,820.54	4,404.44
February-11	1030	90,473.63	2,761.59
March-11	1416	130,034.86	3,929.73
April-11	1163	92,809.26	2,826.39
May-11	1080	95,706.49	2,905.59
June-11	1404	132,457.67	4,020.14
July-11	1118	107,392.25	3,281.67
August-11	1285	126,755.00	3,888.28
September-11	1161	117,299.70	3,590.57
October-11	1359	147,288.67	4,527.75
November-11	1329	133,667.28	4,059.79
December-11	1338	129,280.56	3,933.09
January-12	1529	156,809.43	4,747.83
February-12	1371	129,089.69	3,912.21
March-12	1258	108,704.19	3,295.31
April-12	1431	125,755.50	3,824.90
May-12	1447	130,900.18	3,993.12
June-12	1370	133,025.11	4,057.01
July-12	1572	153,027.97	4,665.61
August-12	1370	137,388.91	4,250.64
September-12	1417	138,154.83	4,274.32
October-12	1460	140,139.93	4,338.05
November-12	1533	152,565.94	4,717.08
December-12	1460	136,827.94	4,229.37
January-13	1582	160,279.62	4,964.43
February-13	1524	162,942.03	5,037.06
March-13	1519	140,547.14	4,348.28

Northtown MUD - GF
Payroll Summary
March 2013

	Amaro, Felix T		Gray, Scott M.		Martinez, Alex		Richter, Brenda K		TOTAL	
	Mar 13	Oct '12 - Mar 13	Mar 13	Oct '12 - Mar 13	Mar 13	Oct '12 - Mar 13	Mar 13	Oct '12 - Mar 13	Mar 13	Oct '12 - Mar 13
Employee Wages, Taxes and Adjust...										
Gross Pay										
Director Fees	450.00	2,100.00	150.00	1,800.00	450.00	2,400.00	150.00	1,500.00	1,200.00	7,800.00
Total Gross Pay	450.00	2,100.00	150.00	1,800.00	450.00	2,400.00	150.00	1,500.00	1,200.00	7,800.00
Adjusted Gross Pay	450.00	2,100.00	150.00	1,800.00	450.00	2,400.00	150.00	1,500.00	1,200.00	7,800.00
Taxes Withheld										
Federal Withholding	0.00	0.00	0.00	(12.00)	(12.00)	(93.00)	0.00	(12.00)	(12.00)	(117.00)
Medicare Employee	(6.52)	(30.45)	(2.17)	(26.10)	(6.52)	(34.80)	(2.17)	(21.75)	(17.38)	(113.10)
Social Security Employee	(27.90)	(112.20)	(9.30)	(93.60)	(27.90)	(130.80)	(9.30)	(81.00)	(74.40)	(417.60)
Total Taxes Withheld	(34.42)	(142.65)	(11.47)	(131.70)	(46.42)	(258.60)	(11.47)	(114.75)	(103.78)	(647.70)
Net Pay	415.58	1,957.35	138.53	1,668.30	403.58	2,141.40	138.53	1,385.25	1,096.22	7,152.30
Employer Taxes and Contributions										
Medicare Company	6.52	30.45	2.17	26.10	6.52	34.80	2.17	21.75	17.38	113.10
Social Security Company	27.90	130.20	9.30	111.60	27.90	148.80	9.30	93.00	74.40	483.60
Total Employer Taxes and Contributi...	34.42	160.65	11.47	137.70	34.42	183.60	11.47	114.75	91.78	596.70

MONTHLY GENERAL MANAGER'S REPORT

NORTHTOWN MUNICIPAL UTILITY DISTRICT

BOARD OF DIRECTORS MEETING

April 23, 2013

AGENDA ITEM #10

Northtown Municipal Utility District
Operations Report

For the Month of March 2013

GENERAL INFORMATION

Occupied Single Family Connections	2849	x 3.5 =	9971.5
Vacant Single Family Connections	30		
Vacant Irrigation Connections	1		
Multi Family Connections	5		
Commercial	0		
Builder Connections	34		
Schools	2		
Non-Profit	2		
Fire Hydrants	2		
District Connections	9		
Irrigation Connections	25		
TOTAL CONNECTIONS	2959		9971.5 Estimated Population

BACTERIOLOGICAL ANALYSES

5	Water sample(s) taken on	03/06/13	All bacterial samples were satisfactory.
5	Water sample(s) taken on	03/07/13	All bacterial samples were satisfactory.

WATER ACCOUNTING

Pumped through master meter(s) from	03/01/13	to	03/31/13	19,946,000	Gallons
Total Gallons Received/Billing Period from	02/01/13	to	02/27/13	16,054,000	Gallons
Total Gallons Billed from	02/01/13	to	02/27/13	17,923,000	Gallons
Flushing	02/01/13	to	02/27/13	9,000	Gallons
Billing Adjustments from	02/01/13	to	02/27/13	(24,000)	Gallons
Gallons gain/loss				1,854,000	Gallons
Percentage gain/loss				11.55%	

NORTHTOWN M.U.D. - WATER LOSS CHART

DATE FROM	DATE TO	MASTER METER	CONSUMPTION TOTALS	FLUSHING TOTALS	BILLING ADJUSTMENTS	GALLONS UNACCOUNTED	PERCENT GAIN/LOSS
09/29/10	10/27/10	23,151.0	21,445.0	27.0	(46.0)	-1724.0	-7.45%
10/28/10	11/28/10	23,954.0	21,662.3	89.8	(31.0)	-2233.0	-9.32%
11/29/10	12/28/10	20,443.0	18,478.7	36.0	(59.0)	-1988.3	-9.73%
12/19/10	01/26/11	18,046.0	17,773.0	12.8	(9.0)	-269.2	-1.49%
01/27/11	02/23/11	17,536.0	14,530.0	20.0	-	-2986.0	-17.04%
02/24/11	03/29/11	23,749.0	22,320.0	16.2	(13.0)	-1423.8	-6.00%
03/30/11	04/27/11	24,826.0	22,712.0	6.4	-	-2109.6	-8.50%
04/28/11	05/30/11	34,984.0	29,664.0	14.4	-	-5305.6	-15.17%
05/31/11	06/28/11	33,067.0	29,822.0	8.2	-	-3236.8	-9.79%
06/29/11	07/27/11	34,504.0	31,314.0	7.4	(9.0)	-3191.6	-9.25%
07/28/11	08/29/11	42,013.0	39,866.0	11.3	(19.0)	-2155.7	-5.13%
08/30/11	09/28/11	32,322.0	30,431.0	8.3	-	-1882.7	-5.82%
TOTALS		328,599.0	300,017.0	256.8	(185.0)	(28,508.3)	---
AVERAGE		27,383.3	25,001.4	21.6	(15.4)	(2,375.7)	-8.72%
09/29/11	10/27/11	26,075.0	29,715.0	3.0	(22.0)	3621.0	13.89%
10/28/11	11/30/11	26,391.0	23,495.0	9.2	(2,006.0)	-4892.8	-18.54%
12/01/11	01/03/12	21,958.0	19,050.0	10.1	-	-2897.9	-13.20%
01/04/12	01/30/12	17,444.0	18,482.0	11.6	-	1049.6	6.02%
01/31/12	02/29/12	18,611.0	16,806.0	10.4	-	-1794.7	-9.64%
03/01/12	03/29/12	19,264.0	18,693.0	11.3	-	-559.8	-2.91%
03/30/12	04/30/12	25,469.0	26,413.0	70.8	-	994.8	3.90%
05/01/12	05/29/12	22,475.0	21,157.0	10.8	(105.0)	-1412.2	-6.28%
05/30/12	06/28/12	24,240.0	26,615.0	7.5	(18.0)	2364.5	9.76%
06/29/12	07/30/12	26,013.0	27,033.0	14.3	(11.0)	1023.3	3.93%
07/31/12	08/28/12	28,186.0	29,928.0	10.8	(26.0)	1726.8	6.13%
08/29/12	09/30/12	32,271.0	29,522.0	20.2	(20.0)	-2748.8	-8.52%
TOTALS		288,417.0	286,909.0	189.9	(2,208.0)	(3,526.2)	---
AVERAGE		24,034.8	23,909.1	15.8	(184.0)	(293.8)	-1.29%
10/01/12	10/29/12	21,243.0	22,561.0	10.8	(46.0)	1282.8	6.04%
10/30/12	11/28/12	26,284.0	24,940.0	9.0	(229.0)	-1564.0	-5.95%
11/29/12	01/02/13	23,148.0	23,866.0	9.0	(408.0)	319.0	1.38%
01/03/13	01/31/13	17,111.1	18,913.0	9.0	(58.0)	1762.9	10.24%
02/01/13	02/27/13	16,054.0	17,923.0	9.0	(24.0)	1854.0	11.55%
TOTALS		103,840.1	108,203.0	46.8	(765.0)	3,644.7	---
AVERAGE		20,768.0	21,640.6	9.4	(153.0)	728.9	4.65%

Northtown Municipal Utility District
Irrigation

DATE	DISTRICT	BILLED	TOTAL
Jan-10	97	540	637
Feb-10	42	158	200
Mar-10	12	645	657
Apr-10	17	178	195
May-10	70	661	731
Jun-10	213	1,375	1,588
Jul-10	252	1,814	2,066
Aug-10	258	2,271	2,529
Sep-10	297	2,415	2,712
Oct-10	457	2,490	2,947
Nov-10	1,014	1,917	2,931
Dec-10	845	1,935	2,780
Jan-11	525	1,206	1,731
Feb-11	190	814	1,004
Mar-11	221	373	594
Apr-11	721	1,203	1,924
May-11	784	1,942	2,726
Jun-11	1,352	3,582	4,934
Jul-11	1,604	3,377	4,981
Aug-11	1,606	3,233	4,839
Sep-11	5,930	4,034	9,964
Oct-11	987	3,983	4,970
Nov-11	651	2,910	3,561
Dec-11	572	2,421	2,993
Jan-12	531	430	961
Feb-12	343	570	913
Mar-12	446	603	1,049
Apr-12	1,399	932	2,331
May-12	414	1,407	1,821
Jun-12	480	2,042	2,522
Jul-12	533	3,576	4,109
Aug-12	1,376	4,071	5,447
Sep-12	417	4,784	5,201
Nov-12	241	3,686	3,927
Oct-12	175	3,686	3,861
Dec-12	128	3,093	3,221
Jan-13	151	1,234	1,385
Feb-13	154	967	1,121
Mar-13	164	952	1,116

CUSTOMER BILLING REPORT
NORTHTOWN MUNICIPAL UTILITY DISTRICT
February 11, 2013 Through March 10, 2013

Current Billing

Deposit	$0.00	
Basic Service	85,935.26	
Water	88,730.37	
Sewer	97,047.73	
TCEQ	928.13	
Misc	0.00	
Total Current Billing		$272,641.49

Aged Receivables

Thirty (30) Days	$45,548.76	
Sixty (60) Days	4,887.44	
Ninety (90) Days	2,107.08	
Billed Arrears	52,543.28	
Credit Bal Fwd	-10,722.37	
Total Aged Receivables		$41,820.91

Accounts Receivables

Deposit	-$9.97	
Penalty	4,161.20	
Basic Service	97,825.46	
Water	97,595.19	
Sewer	116,378.83	
TCEQ	1,107.47	
Miscellaneous	989.94	
Total Accounts Receivables		$318,048.12

Deposit Liability

Balance As Of	02/11/13	$610,235.13
Collections		8,332.26
Deposits Applied		-12,674.25
Balance As Of	03/10/13	$605,893.14

NORTHTOWN MUD

90 DAY DELINQUENT ACCOUNTS

March 2013

There are no delinquent accounts for this period.

NORTHTOWN MUNICIPAL UTILITY DISTRICT
GENERAL MANAGER'S REPORT
WRITE-OFF LIST
MARCH 2013

NAME:	Date Finaled	Write-Off
BEVERLY MOSRI	1/16/2013	40.25
LISA CASTILLO	1/17/2013	821.68
YVONNE MANDANICI	1/21/2013	10.60
DIANA GONZALES	1/16/2013	292.38
ARACELI CORRALEJO	1/30/2013	244.76
DAPHNE JONES	1/16/2013	457.45
EZEQUIEL LUNA	1/16/2013	273.22
TARESSA STEEN	1/16/2013	346.53
MILKA NYANDUSI	2/1/2013	304.05
THANH NGUYEN	1/7/2013	313.83
JACKIE LEE	2/1/2013	31.08
	TOTAL:	**$3,135.83**

Approved by the Board of Directors at the meeting held on April 23, 2013.

_____ Date _____

_____ Date _____

_____ Date _____

NORTHTOWN MUD District Code: 35

HISTORY LEDGER

Date:04/16/2013 Page: 1

ACCOUNT: 035-01584-01
NAME: CASTILLO LISA M
CITY: PFLUGERVILLE

SERVICE ADDRESS: 126 BLUE FLAX LN
MAILING ADDRESS: 126 BLUE FLAX LN
STATE: TX ZIP: 78660

CONNECT DATE: 05/16/2011
FINAL DATE: 01/17/2013

WATER PRES	WATER PREV	WATER USAGE	PAYMENT	DATE	BILL PER.	PENALTY	WATER	SEWER	TCEQ	BASE FEE				DEPOSIT		MISCELLAN	TOTALS	BALANCE
					Bal FW													75.75
827.0	821.0	6.0	75.75	4/30	APR 2012	8.85	25.74	37.38	.32	25.46	.00	.00	.00	.00	.00	.00	97.75	97.75
836.0	827.0	9.0	97.75	5/25	MAY 2012	10.47	39.99	39.25	.40	25.46	.00	.00	.00	.00	.00	.00	115.57	115.57
855.0	836.0	19.0	115.57	7/2	JUN 2012	16.06	95.93	39.25	.68	25.46	.00	.00	.00	.00	.00	.00	177.38	177.38
887.0	855.0	32.0	300.00	8/3	JUL 2012	12.12	179.13	39.25	1.09	25.46	.00	.00	.00	.00	.00	.00	257.05	134.43
939.0	887.0	52.0	134.43	8/31	AUG 2012	37.18	307.13	39.25	1.73	25.46	.00	.00	.00	.00	.00	.00	410.75	410.75
999.0	939.0	60.0	410.75	9/28	SEP 2012	42.30	358.33	39.25	1.99	25.46	.00	.00	.00	.00	.00	.00	467.33	467.33
1079.0	999.0	80.0	0.00		OCT 2012	.00	486.33	39.25	2.63	25.46	.00	.00	.00	.00	.00	.00	553.67	1021.00
1152.0	1079.0	73.0	0.00		NOV 2012	54.76	-257.25	42.40	-1.08	28.48	.00	.00	.00	.00	.00	.00	-132.69	888.31
1170.0	1152.0	18.0	0.00		DEC 2012	16.75	96.67	42.40	.70	28.48	.00	.00	.00	150.00	.00	40.00	375.00	1263.31
1180.0	1170.0	10.0	0.00		JAN 2013	11.94	48.55	42.40	.45	28.48	.00	.00	.00	.00	.00	.00	131.82	1395.13
1181.0	1180.0	1.0	450.00	2/23	FEB 2013	.00	4.63	6.73	.06	6.76	.00	.00	.00	.00	.00	.00	18.18	963.31
1181.0	1181.0	.0	0.00		MAR 2013	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	821.68
									TOTALS									
		360.0	1584.25			210.43	1385.18	406.81	8.97	270.42	0.00	0.00	0.00	150.00	0.00	40.00	2547.56	

NORTHTOWN MUD District Code: 35

HISTORY LEDGER

ACCOUNT: 035-10240-00 SERVICE ADDRESS: 15216 VALERIAN TER DR CONNECT DATE: 11/02/2009
NAME: JONES DAPHNE MAILING ADDRESS: 15216 VALERIAN TER DR FINAL DATE: 01/16/2013
CITY: PFLUGERVILLE STATE: TX ZIP: 78660

WATER PRES	WATER PREV	WATER USAGE	PAYMENT	DATE	BILL PER.	PENALTY	WATER	SEWER	TCEQ	BASE FEE				DEPOSIT		MISCELLAN	TOTALS	BALANCE
					Bal FW													.00
256.0	252.0	4.0	0.00		APR 2012	6.75	17.16	24.92	.21	25.46	.00	.00	.00	.00	.00	.00	74.50	74.50
260.0	256.0	4.0	142.25	5/31	MAY 2012	.00	17.16	24.92	.21	25.46	.00	.00	.00	.00	.00	.00	67.75	.00
264.0	260.0	4.0	0.00		JUN 2012	6.75	17.16	24.92	.21	25.46	.00	.00	.00	.00	.00	.00	74.50	74.50
268.0	264.0	4.0	74.50	7/30	JUL 2012	6.75	17.16	24.92	.21	25.46	.00	.00	.00	.00	.00	.00	74.50	74.50
274.0	268.0	6.0	74.50	8/30	AUG 2012	7.61	25.74	24.92	.25	25.46	.00	.00	.00	.00	.00	.00	83.98	83.98
283.0	274.0	9.0	83.98	10/2	SEP 2012	9.03	38.99	24.92	.32	25.46	.00	.00	.00	.00	.00	.00	99.72	99.72
299.0	283.0	16.0	100.00	11/2	OCT 2012	12.75	77.49	24.92	.51	25.46	.00	.00	.00	.00	.00	.00	141.13	140.85
316.0	299.0	17.0	0.00		NOV 2012	14.51	89.76	26.92	.58	28.48	.00	.00	.00	150.00	.00	40.00	350.25	491.10
339.0	316.0	23.0	0.00		DEC 2012	18.66	131.22	26.92	.79	28.48	.00	.00	.00	150.00	.00	40.00	396.07	887.17
345.0	339.0	6.0	0.00		JAN 2013	8.31	27.78	26.92	.27	28.48	.00	.00	.00	150.00	.00	40.00	281.76	1168.93
345.0	345.0	.0	550.00	2/23	FEB 2013	.00	.00	.00	.00	5.80	.00	.00	.00	.00	.00	.00	5.80	624.73
345.0	345.0	.0	0.00		MAR 2013	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	457.45
										TOTALS								
		93.0	1025.23			91.12	460.62	255.20	3.56	269.46	0.00	0.00	0.00	450.00	0.00	120.00	1649.96	

Parks Committee

Monthly Expense Approvals

DATE	ITEM	PURPOSE	AMOUNT
3/21/2013	Behive removal	Remove hazardous beehive near creek	$175.00
		Total to Date	**$175.00**

AGENDA ITEM #11(b)

Parks Committee

Monthly Expense Approvals

DATE	ITEM	PURPOSE	AMOUNT
4/12/2013	Nothing to report		$0.00
		Total to Date	**$0.00**

Proposed Recommended Additions & Edits
To The Rules & Regulations Ordinance
Governing Parks, Recreational Facilities, Greenbelt, and Wet Pond Structures

Section1: Access Policy

1.02 Pavilion – **(ADDITION)**

The District's pavilion will is available on a first come first serve basis. Reservations can be made in accordance with the "Reservation Procedure, Policies and Rules" found in attachment A.

1.03 Disc Golf Course – **(ADDITION)**

The District's Disc Golf course is accessible on a first come first serve basis. Reservations can be made in accordance with the "Reservation Procedure, Policies and Rules" found in attachment B.

a. Only 2 organized events will be allowed per calendar year.
b. No more than 1 organized event in a 6 month period or 2 organized events can be booked by an organization in a 12 month period. (exceptions will be considered on a case by case basis)
c. The District reserves the right to disband any organized events held without District authorization.

Section 2: General Rules and Regulations Applicable to the Parks.

2.02 No display of a firearm or other weapon in a manner calculated to alarm or threaten another patron, ref: Texas Penal Code 42.02. **(ADDITION) (wording to be adjusted by Sue if allowed)**

2.12 No person may harm, harass, hunt, trap, or remove any animal from District property without written permission from Northtown MUD, or unless posted otherwise. **(ADDITION)**

2.13 No littering. All trash must be placed in trash receptacles. **(ADDITION)**

2.14 No smoking is allowed within 15 feet of playground areas. **(ADDITION)**

2.15 No bikes, skateboards, rollerblades, or similar objects permitted within the pavilion area. **(ADDITION)**

2.16 No glass containers. **(ADDITION)**

AGENDA ITEM # 11(a)

2.17 No signs may be posted without prior written approval from the District. All unauthorized signs will be removed at the District's discretion. **(ADDITION)**

Section 4: Additional Regulations Applicable To Dogs

Add New Section For Dog Park. **(ADDITION)**

4.01 Dogs must be licensed and vaccinated with tags displayed on collar. **(EDIT)**

4.05 Dogs cannot be left unattended. All dogs must be within view of and within voice control of the handler at all times. Handler must be physically capable of controlling their dogs. **(ADDITION)**

4.06 Dog owners/handlers must prevent aggressive behavior, biting, fighting, and aggressive barking. Dogs showing aggression must be removed immediately. **(ADDITION)**

4.07 Dogs under 4 months of age or in heat or displaying symptoms of illness are not permitted. **(ADDITION)**

4.08 Children under 16 years of age must be under strict adult supervision. Running and chasing dogs is prohibited. **(ADDITION)**

4.09 No smoking, food, or glass containers are allowed. **(ADDITION)**

4.10 No more than 3 dogs per person allowed on any single visit unless expressly approved by the District Onsite Manager. **(ADDITION)**

4.11 Small dog enclosure for dogs UNDER 25 pounds only. Large dog enclosure for dogs OVER 25 pounds only. **(ADDITION)**

4.12 All owners/handlers must carry one (1) leash for each dog under their control. **(ADDITION)**

4.13 Handlers must be 16 years of age or older. **(ADDITION)**

4.14 Handlers are responsible for any injuries caused by the dog(s) under their control. **(ADDITION)**

4.15 Users of the dog park do so at their own risk. Northtown MUD is not liable for any injury or damage caused by any dog in the off-leash area. **(ADDITION)**

4.16 Gates must be fully closed upon entry and leaving of the dog park. **(ADDITION)**

4.17 Large functions/reservation requests for using the Dog Park should be directed to the District Onstie Manager and will be reviewed on a case by case basis. **(ADDITION)**

PAVILION RESERVATION PROCEDURES, POLICIES and RULES

Reservation Procedure

- Reservation inquiries can be directed to Northtown MUD at 512-716-0759, however reservations will not be taken over the phone
- "Northtown Pavilion Reservation Form" along with payment, must be received by Northtown MUD at least fourteen calendar days prior to requested reservation date
- Are made on a first come first serve basis
- May be submitted up to six months in advance of requested date
- Only one reservation per day
- Person requesting reservation must be 18 years of age or older
- Reservation Form & payment must be mailed to: Northtown MUD
  P.O. Box 2405
  Pflugerville, Texas 78691
- Reservations are confirmed only when payment and Reservation Form has been received and written/e-mail confirmation from the District is provided
- District confirmation must be available upon request on the day of the Event

Payment Method

- Cashier Check or Money Orders **only** *(Personal checks & cash will not be accepted)*
- Must be made payable to Northtown MUD
- Payment must be received **with** Reservation Form

Reservation Fees

- *Northtown MUD Residents:* *$25.00 non-refundable fee (proof required)*
- *Non-Residents:* *$50.00 non-refundable fee*

Cancellation Procedure

- Consider canceling your reservation so someone else may reserve the venue
- Reservation payments are **non-refundable** (Even for canceled events)

Venue Hours

- Rental set up and take down/clean-up must occur during park hours of dawn to dusk

Decorations

- Balloons and streamers may be used as decorations provided they are attached with tape (No nails, staples or thumb tacks)
- All decorations must be completely taken down at the end of event and discarded appropriately

Damages

- If the fee does not cover the cost of damages to the venue, the reservation holder will be billed for applicable costs, which may affect future rentals
- Failure to pay additional costs within 30 days from the date on the bill may prohibit future reservation requests and may result in legal action

Responsible Party

- The person reserving the pavilion will be considered the responsible person and is financially responsible for any and all damages to the venue and surrounding areas

Parking

- Parking is permitted in marked parking spaces only
- Parking/driving on the grass or under the pavilion is strictly prohibited

General Rules

- Moonwalks, Inflatables, Rock Walls, Water/splash slides, Miniature Trains & Petting Zoos are NOT permitted at any time
- No glass containers
- No disorderly conduct
- Trails and restrooms are for public use and may not be blocked off at anytime
- All other rules found within the District's "Order Establishing Rules and Regulations Governing Parks and Recreational Facilities and Greenbelt, including Wet Pond Facilities" are applicable.

Release for Use of District Facilities

In consideration of the privileges afforded to me by the Northtown Municipal Utility District for use of the District Pavilion and surrounding park area, I hereby assume all risks of personal injury or death and property damage or loss no matter what the cause may be while on District property and further hereby release said District, its officers, employees and agents from any liability.

Pavilion Reservation Form

Event Date: _____ **In District $25.00** ___ **Out of District $50.00** ___

Event Start Time: _____ Event End Time: _____

Type of function: _____ Number of guests expected to attend: _____

Name: _____

Address: _____

Home Phone: _____ Daytime Phone: _____

E-Mail Address: _____

I, the undersigned, understand that I am responsible for all items listed below and have initialed each place indicated. If additional clean-up or repairs are more than my fee, the charges will be assessed and I will be billed. I agree to pay Northtown MUD within 30 days of receipt of itemized charges.

RESERVATION FOR PAVILION: (must initial each line):

____ I agree to take down ALL decorations and place trash in trash cans.

____ I agree to wipe down ALL tables and clean up all spills.

____ I agree to make sure that NO alcohol is served at my event.

____ I understand that all Park and Playground areas close at dusk.

____ If trash cans are full, bag and tie trash bags and place next to roll up door on the side of the pavilion

____ I have read and understand the "Order Establishing Rules and Regulations Governing Parks and Recreational Facilities and Greenbelt, including Wet Pond Facilities".

_____ _____

User's Signature Date

Thank you for choosing Northtown MUD for your Event.

FOR OFFICE USE ONLY

Amount Paid: $_____ **Check #:**_____ **District Confirmation #**_____

Entered in Computer:

Date :_____ **Initial:**_____

DISC GOLF RESERVATION PROCEDURES, POLICIES and RULES

Reservation Procedure

- Reservation inquiries can be directed to Northtown MUD at 512-716-0759, however reservations will not be taken over the phone
- "Disc Golf Reservation Form" along with payment, must be received by Northtown MUD at least sixty calendar days prior to requested event date
- Are made on a first come first serve basis
- May be submitted up to six months in advance of requested date
- No more than one reservation per weekend per month will be permitted (exceptions will be considered on a case by case basis
- Must be requested by a person 18 years of age or older
- Reservation Form & payment must be mailed to: Northtown MUD
  P.O. Box 2405
  Pflugerville, Texas 78691
- Reservations are confirmed only when payment and Reservation Form has been received and written/e-mail confirmation from the District is provided
- District confirmation must be available upon request on the day of the Event

Payment Method

- Cashier Check or Money Orders **only** *(Personal checks & cash will not be accepted)*
- Must be made payable to Northtown MUD
- Payment must be received **with** Reservation Form

Reservation Fees (includes Pavilion as part of fee)

- *Northtown MUD Residents:* *$100.00 non-refundable fee (proof required)*
- *Non-Residents:* *$300.00 non-refundable fee*

Cancellation Procedure

- Reservation payments are **non-refundable**

Event Hours

- Event must occur during park hours of dawn to dusk

Signage/Decorations

- Signage must be approved by the District in advance and may not be posted more than one week in advance of the Event
- Event decorations may be used provided they are attached with tape (No nails, staples or thumb tacks)
- All decorations must be completely taken down at the end of event and discarded appropriately

Damages

- If the fee does not cover the cost of damages to the venue, the reservation holder will be billed for applicable costs, which may affect future rentals
- Failure to pay additional costs within 30 days from the date on the bill may prohibit future reservation requests and may result in legal action

Responsible Party

- The person reserving the Disc golf course will be considered the responsible person and is financially responsible for any and all damages to the venue and surrounding areas

Parking

- Parking is permitted in marked parking spaces only
- Parking/driving on the grass or under the pavilion is strictly prohibited

General Rules

- No glass containers
- No disorderly conduct
- Trails and restrooms are for public use and may not be blocked off at anytime
- All other rules found within the District's "Order Establishing Rules and Regulations Governing Parks and Recreational Facilities and Greenbelt, including Wet Pond Facilities" are applicable.

Release for Use of District Facilities

In consideration of the privileges afforded to me by the Northtown Municipal Utility District for use of the District Pavilion and surrounding park area, I hereby assume all risks of personal injury or death and property damage or loss no matter what the cause may be while on District property and further hereby release said District, its officers, employees and agents from any liability.

Disc Golf Course Reservation Form

Event Date: _____ **In District $100.00** ___ **Out of District $300.00**___
(includes Pavilion) ***(includes Pavilion)***

Event Start Time: _____ Event End Time: _____

Type of function: _____ Number of guests expected to attend: _____

Name: _____

Address: _____

Home Phone: _____ Daytime Phone: _____

E-Mail Address: _____

I, the undersigned, understand that I am responsible for all items listed below and have initialed each place indicated. If additional clean-up or repairs are more than my fee, the charges will be assessed and I will be billed. I agree to pay Northtown MUD within 30 days of receipt of itemized charges.

RESERVATION FOR DISC GOLF COURSE: (must initial each line):

____ I agree to take down ALL decorations and place trash in trash cans.

____ I agree to make sure that NO alcohol is served at my event.

____ I understand that all Park and Playground areas close at dusk.

____ If trash cans are full, bag and tie trash bags and place them next to roll up door on the side of the pavilion.

____ I have read and understand the "Order Establishing Rules and Regulations Governing Parks and Recreational Facilities and Greenbelt, including Wet Pond Facilities".

_____ _____
User's Signature Date

Thank you for choosing Northtown MUD for your Event.

FOR OFFICE USE ONLY

Amount Paid: $_____ **Check #:**_____ **District Confirmation #**_____

Entered in Computer:

Date :_____ **Initial:**_____

March 7, 2013

Mr. Alex Martinez
Northtown Municipal Utility District
c/o Armbrust & Brown, L.L.P.
100 Congress Avenue, Suite 1300
Austin, Texas 78701

RE: Northtown Regional Park Sign Modification and Map Design
TBG Project Number A13438

Dear Mr. Martinez:

The Broussard Group, Inc., dba TBG Partners (TBG) is pleased to submit this proposal for professional design services in connection with the project referenced above. This agreement is by and between TBG Partners (Consultant) and Northtown MUD (Client).

SCOPE OF SERVICES

Based on the Northtown signage standards, TBG will design modifications to Sign Type 1 (MUD Information) and Sign Type 8 (Area Directory) to accommodate area maps and a lockable message board. In addition, TBG will work with Northtown MUD to establish destinations and points of interest to be included in the map design for the Northtown Regional Park and disc golf course. TBG will provide options for review and work with the client to produce a final, approved design. Once the design is established, TBG Partners with develop a guideline to be used for pricing and on future applications.

COMPENSATION

Professional design fees for these services will include labor and deliverables. Fees for these services will not exceed $3,500 without written notification.

Billings will be monthly for work performed during the current billing period.

REIMBURSABLES

The following costs shall be reimbursed at cost plus ten percent (10%) and are not included in the fee for professional services. These costs are estimated not to exceed **$500** and include the following:

A. Cost of copies for drawings, specifications, reports, cost estimates, xerography and photographic reproduction of drawings and other documents furnished or prepared in connection with the work of this contract

AGENDA ITEM #12

B. Travel associated with the project, including, but not limited to, mileage ($0.565/mile), airfare, automobile rental, hotel and meals
C. Cost of postage and shipping expenses other than first class mail
D. Long-distance telephone and facsimile charges
E. Cost of digital scanning
F. Cost of printing for small and large format plots black and white as well as color plots
G. Cost of models, special renderings, promotional photography, special process printing, special equipment, special printed reports or publications, maps and documents approved in advance by the Client
H. Fees for additional consultants retained with the approval of the Client

We look forward to the opportunity of working with you. Please do not hesitate to call if you have any questions or require additional information. Upon your approval, please sign both copies and return one for our files.

Sincerely,

Trent Rush, ASLA, LEED AP
Principal

APPROVED:

_____ _____

By Date

The Texas Board of Architectural Examiners, 333 Guadalupe, Suite 2-350, Austin, Texas 78701, telephone (512) 305-9000, has jurisdiction regarding complaints of the professional practices of persons registered as landscape architects in Texas under the Architects Registration Law, Article 249.a, and the Landscape Architects Registration Law, Article 249.c, Vernon's Texas Civil Statutes.

Proposal copyright ©2013 by TBG Partners. No portion of this proposal may be copied or distributed without the written permission of TBG Partners.

CONTRACT TERMS AND CONDITIONS

A. Effective Date Payment

This agreement shall become effective upon its execution by the Client or when the Client provides written authorization to TBG to begin its work.

B. Standard of Care

TBG will perform its services in accordance with the standard of care expected of landscape architects doing projects of similar scope in the State of Texas. In performing these services, TBG cannot ensure perfection and therefore does not make any warranties, either expressed or implied, as to the quality of its services or of its drawings. To the extent that TBG is relying upon documents supplied to it by the owner or the owner's consultants, it shall be entitled to rely upon the accuracy of those documents in preparing its drawings.

C. Guaranty of Certifications

Unless specifically provided for elsewhere in this Agreement, TBG Partners makes no warranties, representations or guarantees that the project will actually achieve or receive any certification by Leadership in Energy and Environmental Design (LEED) Green Building Rating System of the U. S. Green Building Council, or any other similar state, local or national environmental building program. Similarly, unless otherwise provided for in this Agreement, TBG Partners makes no warranties, representations or guarantees regarding the energy use or operating costs or expenses of the project.

D. Parties to this Agreement

This is a professional services agreement which TBG is entering into for the exclusive benefit of the Client. There are no intended third-party beneficiaries of the agreement, and both TBG and the Client agree not to assign this agreement or any causes of action which arise under it without the express consent of the other party.

E. Instruments of Service

The drawings, specifications, computer files, electronic media, field data, notes and other documents prepared by TBG Partners for this project are Instruments of Service for use solely with respect to this Project. TBG shall be deemed the author or creator of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. All Instruments of Service produced by TBG shall be released to Client as Adobe PDF files, and not in the native format available through programs including, but not limited to, InDesign, AutoCAD or other proprietary formats.

By execution of this Agreement, TBG grants to the Client a limited, non exclusive license to use the Instruments of Service provided to Client for purposes of constructing, using, and maintaining the Project, provided that the Client substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. In the event of nonpayment by Client of any sums due for more than sixty (60) days, this license shall automatically terminate. The license provided under this Agreement shall not extend to the use of Consultant's Instruments of Service on any other Project, nor does it grant Client any rights in Instruments of Service or other documents or files not specifically provided to Client, including without limitation Consultant's electronic files used in the development of the Instruments of Service, such as AutoCAD or InDesign files.

Upon completion of the services and payment in full of all monies due TBG, Client may retain copies of the Instruments of Service provided under this Agreement. Such documents are not licensed for, or intended or represented to be suitable for, reuse on extensions of the Project or on any other project. Additionally, any reuse of such documents without written verification or adaptation by TBG for the specific purpose intended (for which Client shall pay TBG compensation at rates mutually agreed upon) will be at Client's sole risk and without liability or legal exposure to TBG, or TBG's independent professional associates or consultants.

F. Indemnification/Release of Drawings

In the event of termination of this Agreement, and TBG's services are not continued through the completion of the Project for any reason, the Client shall be permitted to use the Instruments of Services prepared by TBG and provided to Client, under the following conditions:

1. With the release of TBG's documents (including any electronic files), TBG and its consultants shall have no liability in connection with the drawings and specifications.
2. The Client shall (and shall require any other design professionals engaged by TBG to complete the improvements on the property to) release, indemnify, defend and hold harmless TBG from any and all losses, claims, expenses or liabilities arising from (i) the use of TBG's Instruments of Service as may be used, revised and/or altered and (ii) the completion of the improvements on the property; and
3. TBG and its subconsultants shall have been paid in full for services, materials and reimbursables provided through the date of termination.

G. Statements and Payment

Fees for professional services and reimbursable expenses will be invoiced to the Client monthly based on the percentage of the work completed for each task. A task-by-task description of work performed will be submitted with each invoice at the Client's request. TBG reserves the right to suspend services in the event that invoices exceeding a total amount of $5,000 remain unpaid for more than thirty (30) days.

H. Termination

The Client may terminate this agreement upon written notice to TBG, in which event the Client shall compensate TBG for all work performed by TBG prior to termination.

TBG may terminate this agreement upon ten (10) days' written notice to owner after the occurrence of any of the following:

1. The Client's failure to pay TBG's invoices within thirty (30) days;
2. Suspension of the project for more than sixty (60) days;
3. The Client's material default of any terms of this agreement; or
4. The Client's failure to execute this agreement.

I. Risk Allocation

TBG will be responsible only for its own work and not for defects in the work designed or built by others. TBG will not be responsible for consequential damages either to the Client or to other members of the construction team, including without limitation damages for delay or for construction inefficiencies for any cause whatsoever; In no event shall TBG be liable for damages to the Client, assignees, the contractor or its subcontractors for any claims or damages in excess of the amount of the fees paid to TBG by the Client.

J. Dispute Resolution

As a condition precedent to either the Client or TBG's filing of any claim in litigation, the President of TBG and the Client shall meet within thirty (30) days of a request by either party to attempt to resolve the dispute. TBG will not be required to participate in any mediation or arbitration proceeding with any parties other than the Client without TBG's consent. In the event of a dispute, neither TBG nor the Client shall be entitled to the award of attorneys' fees. Venue for any dispute arising out of the services provided by TBG under this agreement shall be in the District Court of Travis County, Texas. Any applicable statute of limitations shall commence to run and any cause of action shall be deemed to have accrued not later than the date of substantial completion of the project on which TBG's services are provided.

K. Revised Project Budget

If the project budget defined by the scope of services is increased or decreased by more than ten percent (10%) after the design/development phase of the work, the time and effort required to redesign the project within the new budget will be considered additional services to this agreement.

L. Additional Services

Additional services are services that may be needed by the Client, but which are not included in the basic services. Additional services will be provided only with prior approval of the Client, and include but are not limited to the following:

1. Preparation and presentation of graphic exhibits other than those described in the basic scope of services.
2. Revisions and changes in drawings, specifications or other documents previously given by the Client, or the preparation of alternates or deductive change orders requested by the Client.
3. Preparation of record drawings or of measured drawings of existing conditions.
4. Providing prolonged construction observation should the construction time be substantially extended through no fault of TBG.
5. Providing services if, in Guaranteed Maximum Price (GMP) projects, the construction budget for TBG scope items is reduced through no fault of TBG.

TCEQ DOCKET NO. _____

PETITION APPEALING WATER RATES OF THE CITY OF AUSTIN	**§ § § §**	**BEFORE THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY**

ORIGINAL PETITION APPEALING WATER RATES OF THE CITY OF AUSTIN AND REQUEST FOR INTERIM RATES

TO THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY:

COME NOW North Austin Municipal Utility District No. 1, Northtown Municipal Utility District, Travis County Water Control and Improvement District No. 10, and Wells Branch Municipal Utility District, collectively referred to as "Petitioners" herein, by and through the undersigned counsel, and pursuant to Section 13.044(b) of the Texas Water Code ("Water Code") and Title 30, Texas Administrative Code ("TAC ") Section 291.45(c), file this Petition to overturn the rates charged by the City of Austin (the "City" or "Austin") for wholesale water service for failure to obtain the approval of the Texas Commission on Environmental Quality (the "TCEQ" or "Commission"). Additionally, or in the alternative, and pursuant to Section 13.044 of the Water Code and Section 291.45 of the TAC, Petitioners file this Petition to appeal the rates for wholesale water service charged by the City. Additionally, or in the alternative, and pursuant to Sections 11.036 - 11.041 and 12.013 of the Water Code and Chapter 291, Subchapter I, of the TAC, Petitioners file this Petition to review rates charged by the City for the sale of water for resale, but not set by contract. Further, pursuant to Section 12.013(e) of the Water Code and Section 291.29(d) of the TAC, Petitioners request that the Commission establish interim rates to be in effect until a final decision is made.

AGENDA ITEM #13

In support of this Petition and Request for Interim Rates, Petitioners would respectfully show as follows:

I. PARTIES

1.1. The City of Austin is a home-rule municipality and a political subdivision of the State of Texas, governed by the Constitution of the State of Texas and the Texas Local Government Code.

1.2. Petitioners include the following retail public utilities:

A. North Austin Municipal Utility District No. 1, a reclamation and conservation district and political subdivision of the State of Texas, licensed to provide retail water service as Public Water System ("PWS") No. 2270226;

B. Northtown Municipal Utility District, a reclamation and conservation district and political subdivision of the State of Texas, licensed to provide retail water service as PWS No. 1013404;

C. Travis County Water Control and Improvement District No. 10, a reclamation and conservation district and political subdivision of the State of Texas, licensed to provide retail water service as PWS No. 2270182; and

D. Wells Branch Municipal Utility District, a reclamation and conservation district and political subdivision of the State of Texas, licensed to provide retail water service as PWS No. 2270227.

II. JURISDICTION

2.1. Petitioners bring this appeal pursuant to Section 13.044(b) of the Water Code. Additionally, or in the alternative, Petitioners bring this appeal pursuant to Section 13.044 of the Water Code. Additionally, or in the alternative, Petitioners bring this appeal pursuant to Sections11.036-11.041 and 12.013 of the Water Code.

A. WATER CODE SECTION 13.044

2.2 Petitioners bring this appeal pursuant to Section 13.044(b) of the Water Code and Section 291.45(c) of the TAC. Specifically, after the Commission establishes just and reasonable rates, the City may not increase those rates without approval of the Commission. Once the Commission has established rates for a city that provides service to a district within the city limits or extraterritorial jurisdiction of the city and receives water service from the city, then the city must provide the Commission with updated information in a format specified in the current rate data package developed by the Rates Section of the Commission prior to increasing rates. The Commission adopted the just and reasonable rates that the City may charge these Petitioners in May 1989. However, the City failed to submit a rate application to the Commission for approval prior to unilaterally increasing rates to Petitioners.

2.3 Additionally, or in the alternative, Petitioners challenge the wholesale water rates of the City pursuant to Section 13.044 of the Water Code and Section 291.45 of the TAC. Under Section 13.044(b), Petitioners may appeal the rates imposed by the City by filing a petition with the Commission.[1] The Commission shall hear the appeal de novo, and the City shall have the burden of proof to establish that the rates are just and reasonable.[2] The Commission shall fix the

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[1] TEX. WATER CODE §13.044 (b).

[2] *Id.*

rates to be charged by the City, and the City may not increase such rates without the approval of the Commission.[3] In fact, Petitioners and the City are the very reason why the Texas Legislature adopted Section 13.044 and why the Commission adopted Section 291.45.

B. WATER CODE CHAPTER 11

2.4 Additionally, or in the alternative, Petitioners challenge the wholesale water rates of the City pursuant to Sections 11.036 - 11.041 of the Water Code, because the City exercises authority over state-owned surface water under its contract with the Lower Colorado River Authority and its other surface water rights. Sections 11.036(b) and 11.041 of the Water Code require the City to sell that water at prices and terms that are just and reasonable and without discrimination. The City's rate increase violates those requirements.

2.5 The City's wholesale water rates are subject to the Commission's review jurisdiction over water rates and charges for state-owned surface water.

2.6 The Petitioners have deposited the amount of $25.00 with the Commission in satisfaction of Section 11.041(b) of the Water Code.

C. WATER CODE CHAPTER 12

2.7 Additionally, or in the alternative, Petitioners appeal the City's wholesale water rates pursuant to Section 12.013 of the Water Code, and TAC Chapter 291, Subchapter I, because the Commission possesses the duty to "fix reasonable rates for the furnishing of raw or treated water for any purpose mentioned in Chapter 11 or 12 of [the Water Code]." Furthermore,

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[3] *Id.*

the Commission has jurisdiction in appeals related to incorporated cities, towns, or villages that furnish water to another political subdivision on a wholesale basis.[4]

2.8 Petitioners file this written petition with the Commission accompanied by the filing fee required by the Water Code. A copy of each Petitioner's contract is attached to this petition.[5]

2.9 Under Section 291.131(c) of the TAC, the TCEQ Executive Director must refer the matter to the State Office of Administrative Hearings for an evidentiary hearing on any rate that is not charged pursuant to a written contract.

D. INTERIM RATES

2.10 The Petitioners request that the Commission set interim rates during the pendency of this rate appeal under the authority granted to the Commission under Section 12.013 (e) of the Water Code. The proposed increase in rates could result in an unreasonable economic hardship on the Petitioners' customers, unjust or unreasonable rates, and the failure to set interim rates could result in an unreasonable economic hardship on the Petitioners.

III. FACTS

3.1 The City is an incorporated city that provides water on a wholesale basis to Petitioners.

3.2 Petitioners are districts created pursuant to Article XVI, Section 59, of the Texas Constitution. Petitioners are located within the corporate limits or the extraterritorial jurisdiction

[4] TEX. WATER CODE §12.013 (d).

[5] 30 Tex. Admin. Code § 291.130.

of the City, and the resolutions, ordinances, or agreements of the City consenting to the creation of the Petitioners require Petitioners to purchase water or sewer service from the City.[6]

3.3 Petitioners are retail public utilities that are required by the City to purchase treated water from the City.

3.4 North Austin Municipal Utility District No. 1 is required to purchase water service from the City of Austin under the terms of that certain Agreement Concerning Creation and Operation of North Austin Municipal Utility District No. 1, dated November 15, 1983, which is attached as **Exhibit A**.

3.5 Northtown Municipal Utility District is required to purchase water service from the City of Austin under the terms of that certain Agreement Concerning Creation and Operation of North Town Municipal Utility District No. 1, dated August 14, 1984, which is attached as **Exhibit B**.

3.6 Travis County Water Control and Improvement District No. 10 is required to purchase water service from the City of Austin under the terms of that certain Water Supply Contract dated August 9, 1957, and as amended by that Water Service Contract Between the City of Austin and Travis County Water Control and Improvement District No. 10 dated August 29, 1990, which is attached as **Exhibit C**.

3.7 Wells Branch Municipal Utility District is required to purchase water service from the City of Austin under the terms of that certain agreement entitled Agreement Concerning Creation and Operation of North Austin Growth Corridor Municipal Utility District No. 1, dated April 13, 1981, which is attached as **Exhibit D**.

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[6] TEX. WATER CODE §13.044 (a).

3.8 Each Petitioner purchases treated water from Austin, distributes, and sells the treated water to retail customers located within its respective boundaries. Each Petitioner owns and operates its own facilities for the distribution of treated water within its boundaries and provides virtually all customer services.

3.9 The water supply contracts between Austin and each Petitioner do not specify a particular rate or establish a rate relationship but provide that rates shall be set each year by the City. The Austin City Council sets the rate annually by ordinance for the wholesale water customers as a class.

3.10 On or about September 10, 2012, the City Council adopted an increase in the water rates for its customers, including Petitioners, as part of the Council's adoption of the Fiscal Year 2012-2013 Annual Budget.[7] The first phase of the increased rates went into effect on February 1, 2013.

3.11 The City did not obtain approval of the Commission before increasing the rates charged to the Petitioners.

3.12 Contrary to the City's claim that rates for Petitioners increased 7.7%, the monthly fixed charge to Petitioners increased astronomically: from $1,320 to $20,836 per month for North Austin Municipal Utility District No. 1; from $1,050 to $15,659 per month for Northtown Municipal Utility District; from $690 to $48,699 per month for Travis County Water Control and Improvement District No. 10; and from $744 to $26,450 per month for Wells Branch Municipal Utility District.[8] Volumetric rates decrease slightly for each Petitioner under the City's new

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[7] *See* Austin City Council Minutes, Regular Meeting, September 20, 2012, attached as **Exhibit E.**

[8] *See* "Projected Fixed Charge Revenue by Customer Class FY 2013," Austin Water Utility: Large Volume & Wholesale Customer Briefing; Proposed Budget & Service Rates FY 2012-13; July 20, 2012, attached as **Exhibit F**.

water rates: from $3.71 to $3.60 per 1,000 gals. for North Austin Municipal Utility District No. 1; from $3.57 to $3.43 per 1,000 gals. for Northtown Municipal Utility District; from $3.97 to $3.55 per 1,000 gals. for Travis County Water Control and Improvement District No. 10; and from $3.46 to $3.45 per 1,000 gals. for Wells Branch Municipal Utility District.[9]

3.13 In the prior rate case between the City and its wholesale customers, which included Petitioner Wells Branch Municipal Utility District, the Commission found that contracts between the City and wholesale customers did not establish or set a rate when the contract stated that the rates would be set by the City Council. "The water supply contracts between Austin and each of the petitioners do not specify a particular rate or establish a rate relationship but provide that rates shall be set each year by the City."[10] Identically, the agreements between the Petitioners in this matter and the City also do not establish or set a rate, as these contracts also state the rate will be set by the City Council. Therefore, the City must prove through a cost of service study that the water rates charged are just, reasonable, and for the provision of water utility service.

3.14 Furthermore, as the Commission established just and reasonable rates between the City and wholesale customers in the prior rate case, the City may not increase those rates without approval of the Commission. Once the Commission has established rates for a city that provides service to a district within the extraterritorial jurisdiction of the City and such district receives water service from the City, then the City must provide the Commission with updated

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[9] *Id.*

[10] Order in the Matter of the Complaints of Springwoods MUD, et. al against the City of Austin; Commission Docket Nos. 7144-M, 7439-D, 7518-M and 7466-M; May 23, 1989 (hereinafter "ORIGINAL ORDER"), at Finding of Fact No. 8, p. 3, attached as **Exhibit G.**

information in a format specified in the current rate data package developed by the Rates Section of the Commission prior to increasing rates.

3.15 The City's increased wholesale water rates collect revenue for cost unrelated to the provision of water utility service to customers, which makes the rates unjust or unreasonable. The City claims that its actual water system costs are only $142,560,540, yet the City's annual revenue for the water system is $269,850,401. Therefore, the City water rates collect 189% of the actual amount necessary to provide water utility service to customers. Moreover, according to City's own cost of service model, the City's Austin Water Utility, a non-profit entity, collects 12.84% in profit.

3.16 The City's wholesale water rates include profit for use by the City on items unrelated to the provision of water utility service. For example, the City transfers 57% of the water fund O&M revenue to fund the City's General Government, which is unrelated to the provision of utility service to customers. Total wholesale water revenue is $12,988,359, which includes approximately $5,721,686 in O&M expenses. Approximately $3,306,857 of this wholesale water O&M revenue is transferred to other non-utility departments in the City.

3.17 New City rate policies encourage excessive rates and over-recovery of costs. An example of unnecessary revenue increases include an increase of $565,000 for security guard services at water plants; however, the City already spends approximately $26 million for public safety through the transfer of revenue to the City's general fund Transfer.

3.18 Finally, the new rate structure for wholesale customers discourages conservation by effectively making wholesale customers pay a large monthly fee and reducing the charge per gallon for water, which is counter to public interest and the policy of the Commission.

3.19 The City admits that its rates are preferential, prejudicial, or discriminatory. In its Proposed Budget Update, the City proclaims that the City Council approved rate for "... Residential class remains below cost of service... Multifamily and Wholesale at cost of service ... [and] Commercial and Large Volume currently at 7% above cost of service."[11]

3.20 Based upon the facts in this appeal, the increased wholesale water rates of the City are neither just nor reasonable. Furthermore, the rates charged to wholesale customers are discriminatory.

3.21 The Petitioners' agreements with the City establish that each Petitioner is entitled to receive or use the state-owned surface water available for each Petitioner's use. The City has such water available for the Petitioners. The City has water not contracted to others and available for each Petitioner's use. Each Petitioner is willing and able to pay a just and reasonable rate for that water.

IV. INTERIM RATES

4.1. The Water Code and the TCEQ rules authorize the Commission to establish interim rates to be in effect until the Commission makes its final decision in this rate appeal.[12]

4.2. The magnitude of the rate increase adopted by the City Council imposes an unreasonable economic hardship on Petitioners. Further, the increased rates are unreasonably preferential, prejudicial, and discriminatory in violation of Chapters 11, 12, and 13 of the Water Code. Moreover, the proposed increase violates the rate design provisions, findings of fact, and conclusions of law of the Original Order regarding the City's rates to wholesale customers.

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[11] *See* "Rate Design Policies Approved by Council," Austin Water Utility: Large Volume & Wholesale Customer Briefing; Proposed Budget & Service Rates FY 2012-13; July 20, 2012, attached as **Exhibit H**.

[12] 30 Tex. Admin. Code §291.29(d).

Finally, as the Commission will more than likely reduce or completely eliminate the proposed rate increase, any revenue that the City collects in the interim must be refunded to the Petitioners, which can be a complicated and inequitable process. The burden of such increase on the Petitioners is sufficient grounds for the imposition of an interim rate, and Petitioners hereby request that the Commission establish an interim rate. The Commission should set the interim rates at the level of water rates that existed prior to the effective date of the increase.

V. PRAYER

WHEREFORE, PREMISES CONSIDERED, Petitioners respectfully pray that the Commission:

1. Overturn the City's proposed rates for failure to obtain Commission approval before increasing the rates under Section 13.044(b) of the Water Code; and additionally, or in the alternative, refer this Appeal to the State Office of Administrative Hearings for a contested case proceeding under Section 13.044 of the Water Code and require the City to show through a cost of service study that its rates are just and reasonable and in compliance with the Texas Water Code and the Commission's regulations; and additionally, or in the alternative, refer the matter to the State Office of Administrative Hearings for an evidentiary hearing under Sections 11.036-11.041 and 12.013 of the Water Code on the rates charged by the City to the Petitioners.
2. Set interim rates at the same rates that were in effect prior to the effective date of the increased rates until such time as the Commission makes a final decision in this appeal; and

3. Enter an Order vacating the City of Austin's unjust, unreasonable, prejudicial, preferential, and discriminatory wholesale water rates; and

4. Grant such other and further relief as the Petitioners may show themselves entitled.

Respectfully submitted,

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By:

Randall B. Wilburn

COUNSEL FOR PETITIONERS

CERTIFICATE OF SERVICE

I certify that I have forwarded a true and correct copy of the foregoing Original Petition Appealing Water Rates of the City of Austin and Request for Interim Rates to the following, as indicated, on the 12th day of April 2013.

The Honorable Lee Leffingwell — *Via Hand Delivery*
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Austin, Texas 78701

Mr. Greg Meszaros, Director — *Via Hand Delivery*
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Ms. Karen Kennard, City Attorney — *Via Hand Delivery*
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Mr. Les Trobman, General Counsel — *Via Hand Delivery*
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Ms. Tammy Benter-Holguin. (MC-153) — *Via Hand Delivery*
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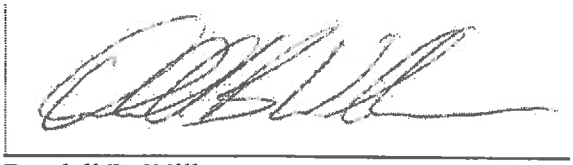

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