



**Disclaimer:**

*This meeting packet is provided for informational purposes only.*

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## MEMORANDUM

TO: Brenda Richter  
Christopher Capers  
R. Lee Hill

Robin Campbell  
Felix Amaro, Jr.

FROM: Deborah Pederson, Legal Assistant

DATE: December 13, 2023

RE: Northtown Municipal Utility District  
December 20, 2023 Board Meeting

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Attached please find the agenda and meeting materials for a meeting of the Board of Directors of Northtown Municipal Utility District scheduled for **Wednesday, December 20, 2023, at 5:45 p.m. at 700 East Wells Branch Parkway, 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.

Carter Dean  
Jim Nias *via email\**  
Scott Foster  
Cheryl Allen *via email*  
Carol Polumbo *via email\**  
Ja-Mar Prince *via email\**  
Jacqueline Hale *via email\**  
Noel Barfoot *via email\**

Dennis Hendrix *via email*  
Crystal Lightfield *via email\**  
Lupe Serna *via 1st Class US mail\**  
Allen Douthitt *via email*  
Mona Oliver  
Richard Fadal *via email\**  
Carlton Yarborough *via email\**

\*Agenda Only

**NORTHTOWN MUNICIPAL UTILITY DISTRICT  
AGENDA**

December 20, 2023

**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 Wednesday, December 20, 2023. This meeting will be held at the District office located at 700 East Wells Branch Parkway, Pflugerville, Texas.** Members of the public are entitled to participate in and to address the Board of Directors during the meeting.

**PUBLIC INPUT**

1. Resident communications and Board member announcements;

**DISCUSSION/ACTION ITEMS**

2. Minutes of November 28, 2023 Board meeting;
3. District security and public safety and related action items, including:
  - (a) Report from Travis County Sheriff's Office, including crime statistics;
  - (b) Legal/Security Committee report;
  - (c) Security patrol for New Year's Eve;
4. District operations manager and utility operator's report and related action items, including:
  - (a) Utility operations and repairs, including any proposals;
  - (b) Billing report and write-offs;
5. Landscape maintenance report and related action items, including any proposals;
6. District manager's report and related action items, including:
  - (a) Legal/Security Committee report, including covenant violations and enforcement actions;
  - (b) Monthly expenditure report;
  - (c) Reservation ledger;
  - (d) Solid waste services, including monthly TDS report;
  - (e) Purchase requests and/or proposals;
7. Facilities Committee report and related action items, including:
  - (a) Pay applications and/or change orders from STR Constructors for construction of office and pavilions and matters related to close-out documents, final payment, and acceptance;

- (b) Repairs, maintenance, and monthly expenditures for parks and recreational facilities;
8. District engineer's report and related action items, including:
- (a) Development matters, including:
    - (i) Village at Northtown Condominiums;
    - (ii) Village at Northtown Multifamily (North Wells Branch/The Parker);
    - (iii) Village at Northtown Multifamily (Edenbrook);
    - (iv) The Lakes Retail Center;
    - (v) AvalonBay Multifamily;
  - (b) MS4 compliance matters, including:
    - (i) Permitting;
    - (ii) Storm Water Pollution Prevention Plan compliance;
  - (c) Parks Masterplan, including any related proposal or agreement;
  - (d) Application to TCEQ for approval of purchase of projects with surplus funds;
9. District bookkeeper's report and related action items, including:
- (a) Payment of bills and invoices;
  - (b) Fund transfers;
  - (c) Investments;
  - (d) Developer escrow report and reconciliation;
10. District website, including hosting, redesign, maintenance, and related action items;
11. Wholesale water and wastewater services and related action items, including contract negotiation with City of Austin and related action items;
12. Attorney's report and related action items, including:
- (a) Master Services Agreement with Flock Group, Inc.
13. Review of District Manager and any related compensation adjustment (executive session);
14. 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); discussing security personnel or devices (Section 551.076); or discussing information technology security practices (Section 551.089). 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.



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Attorney for the District

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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.

**MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF  
NORTHTOWN MUNICIPAL UTILITY DISTRICT**

November 28, 2023

THE STATE OF TEXAS       §  
                                          §  
COUNTY OF TRAVIS       §

A meeting of the Board of Directors of Northtown Municipal Utility District was held on November 28, 2023 at 700 E. Wells Branch Parkway, 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 Certificates of Posting of the Notice are attached as **Exhibit “A”**.

The roll was called of the members of the Board:

Brenda Richter	-	President
Robin Campbell	-	Vice President
Felix Amaro	-	Treasurer
Christopher Capers	-	Secretary
Lee Hill	-	Assistant Secretary

and all of the Directors were present except Director Campbell and Director Amaro, thus constituting a quorum. Also present at times during the meeting were Mona Oliver, the District manager; Dennis Hendrix of Crossroads Utility Services LLC (“*Crossroads*”); Carter Dean of Armbrust & Brown, PLLC (“*A&B*”); Scott Foster of 360 Professional Services, Inc. (“*360 PSI*”); Deputy Yarbrough of the Travis County Sheriff’s Office (“*TCSO*”); Kyle Fadal of TexaScapes; Alex Small of Flock Safety; and Collette Downey, a resident of the District.

Director Richter 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 Richter next announced that the Board would consider approval of the minutes of the October 24, 2023 Board meeting. Upon motion by Director Hill and second by Director Capers, the Board voted 3-0 to approve the minutes, as presented.

Director Richter next recognized Deputy Yarbrough to present the security report attached as **Exhibit “B”**. Deputy Yarbrough reviewed the security report with the Board. He noted that there had been three reported thefts in the District. Director Hill asked Deputy Yarbrough to discuss Travis County’s policy regarding the red-tagging of abandoned vehicles in the District. Director Richter next recognized Mr. Small to present a proposal from Flock Safety for the installation and operation of license plate reading cameras in the District. Mr. Small gave his presentation to the Board. Director Hill stated that he would like to know where HOAs in the District had cameras located, so that the District did not place cameras in the same locations. Ms. Oliver stated that this had been considered by the Legal/Security Committee. Discussion ensued regarding the location and number of cameras needed. After discussion, the Board directed Mr. Dean to negotiate an agreement with Flock for consideration at the December Board meeting.

Director Richter next stated that the Board would receive the operations manager’s report and recognized Mr. Hendrix. Mr. Hendrix reviewed the operations manager’s report attached as **Exhibit “C”** with the Board. He reported that there were 3,092 occupied single

family connections as of October, that the water loss for the prior reporting period was 15.86%, and that the October water samples were satisfactory. He next reviewed the write-offs included in his report. Upon motion by Director Capers and second by Director Hill, the Board voted 3-0 to approve the write-offs. Mr. Hendrix then stated that Crossroads continued to try to find a company that would remove the dilapidated lift station that had broken a couple of months prior. He then stated that repair of the DCDA at the Howard Lane master meter was in process. He requested that the Board ratify the proposal for the repair attached as **Exhibit “D”** for an amount not to exceed \$27,000. Mr. Dean noted that the amount was over \$27,000, so two additional proposals needed to be solicited to comply with government procurement law. Mr. Hendrix stated that the repair was specialized and only one company could do it, which would relieve the District from having to obtain three bids under the so-called “sole source” exception. Mr. Dean stated that he agreed. Upon motion by Director Capers and second by Director Hill, the Board voted 3-0 to ratify the proposal for the repair for an amount not to exceed \$27,000. Mr. Hendrix next reported that the tower and base station for the electronic water meters planned to be installed by the District had been constructed, and that installation of the electronic water meters would begin on December 4<sup>th</sup>. He then recommended that the District approve the Additional Task Order from HydroPro attached as **Exhibit “E”** to install commercial meters, which was overlooked when the Master Services Agreement with HydroPro had been entered into. Upon motion by Director Capers and second by Director Hill, the Board voted 3-0 to approve the Additional Task Order. Mr. Hendrix then reviewed the proposal from Crossroads attached as **Exhibit “F”** to create and submit a service line inventory to the TCEQ in compliance with the Lead and Copper Rules Revisions by the October 16, 2024 deadline. Upon motion by Director Hill and second by Director Hill, the Board voted 3-0 to approve the proposal. Mr. Hendrix concluded his report by recommending to the Board that it approve the Pricing Update Request and Miscellaneous Fees and Grids Change Request attached collectively as **Exhibit “G”**, which he stated would reduce the percentage fee that the District paid its credit card payment processor for credit card transactions by its customers. Upon motion by Director Hill and second by Director Capers, the Board voted 3-0 to approve the Pricing Update Request and Miscellaneous Fees and Grids Change Request.

Director Richter then stated that the Board would consider landscape maintenance matters and recognized Mr. Fadal. Mr. Fadal reviewed his report attached as **Exhibit “H”** with the Board. He noted, in particular, that recent rains had been beneficial to the District’s parks and greenspaces. He next stated that the overseeding and topdressing of the sports fields had been completed. He then presented the proposal attached as **Exhibit “I”** regarding an irrigation line at the dog park. Upon motion by Director Capers and second by Director Hill, the Board voted 3-0 to approve the proposal.

Director Richter announced that the Board would next receive the District manager’s report and recognized Ms. Oliver. Ms. Oliver called the Board’s attention to her monthly reports included in the meeting packet attached as **Exhibit “J”**. Ms. Oliver reviewed the Legal/Security Committee report and the monthly expenditure report with the Board. She next reviewed the solid waste services report from Texas Disposal Systems with the Board. She then stated that she met with the Travis County staff responsible for determining voting locations, who reviewed the District’s office and would reach out later regarding whether the site was needed and suitable for holding Travis County elections. Ms. Oliver then reviewed the Water System Maintenance Agreement attached as **Exhibit “K”** with the Board. Mr. Dean added that the price had increased since the water well irrigation supply system for Settlers Meadow Park had been added to the scope of work. Upon motion by Director Capers and second by Director Hill, the Board voted 3-0 to approve the Water System Maintenance Agreement. Ms. Oliver then presented the engagement letter with Victor Insurance Managers Inc. and quote for crime

insurance from Travelers Indemnity Company for a new three-year term attached collectively as **Exhibit “L”**. Upon motion by Director Capers and second by Director Hill, the Board voted 3-0 to approve the engagement letter with Victor Insurance Managers Inc. and quote for crime insurance from Travelers for a new term.

Director Richter next stated that the Board would discuss matters related to the office and pavilion construction project at the end of the meeting.

Director Richter stated that the Board would next receive the engineering report. Mr. Foster reviewed his report attached as **Exhibit “M”** with the Board and covered the status of various development projects in the District. He then reviewed the proposal attached as **Exhibit “N”** for his firm to produce and submit the 2023 MS4 Annual Report to TCEQ. Upon motion by Director Hill and second by Director Capers, the Board voted 3-0 to approve the proposal. Mr. Foster next stated that the Facilities Committee had recently met with various prospective firms to produce a new Parks Master Plan, and would return a recommendation and proposal to the Board for consideration at a later date. Mr. Foster concluded his report by stating that Jones-Heroy continued to work on the surplus funds application to the TCEQ.

Director Richter then recognized Mr. Douthitt for purposes of receiving the bookkeeper’s report. There being no representative of the bookkeeper at the Board meeting, the Board reviewed the updated cash activity report attached as **Exhibit “O”**, the checks being presented for approval, and the transfers listed on page one of the report. Upon motion by Director Hill and second by Director Capers, the Board voted 3-0 to approve the transfers and the payment of bills and invoices, as presented in the report.

Director Richter then stated that the Board would consider matters related to the District’s website. Ms. Oliver stated that the Communications Committee had been talking with four possible companies to engage with respect to various website-related matters, and planned to have the candidates narrowed down to two by the next Board meeting.

Director Richter stated that the Board would consider its wholesale water and wastewater services, including contract negotiations with the City of Austin. Mr. Dean stated that he had no update regarding such matters.

Director Richter stated that the Board would then receive a report from the District’s attorney. Mr. Dean stated that the Board had received certain documents regarding a bankruptcy proceeding regarding various companies, including Air Methods Corporation, but that the District did not need to take any action, since none of the companies in the proceedings had open utility accounts with the District.

Director Richter announced at 6:44 p.m. that the Board would convene in executive session to receive legal advice from Mr. Dean regarding finalization of the office and pavilion construction project, including payment of retainage, release of liens, and acceptance of the project from STR Constructors. Director Richter announced at 7:07 p.m. that the Board would reconvene in open session, noting that no action had been taken in executive session. Upon motion by Director Hill and second by Director Capers, the Board voted 3-0 to authorize payment of \$97,523.56 to STR Constructors upon its execution of the appropriate documentation to be drafted by Mr. Dean. The Board additionally directed Mr. Dean to coordinate release of the two mechanics liens that had been filed on the District’s property arising from the construction project.

Director Richter stated that the Board would consider future agenda items and its meeting schedule. The Board agreed that it would hold its January Board meeting and holiday dinner on January 24<sup>th</sup>.

There being no further business to come before the Board, the meeting was adjourned at 7:12 p.m.



Date: December 20, 2023

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Christopher Capers, Secretary  
Board of Directors

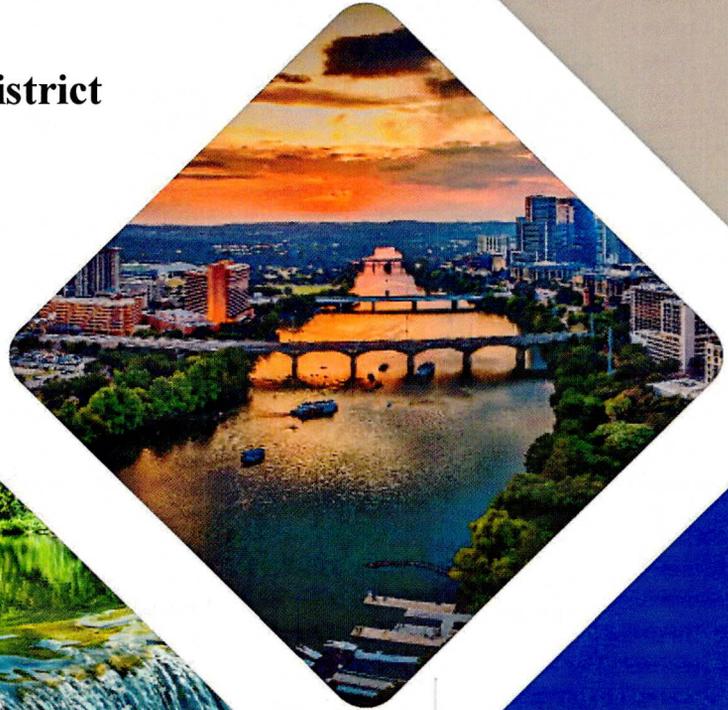
# Crime Stats

Date	Crime	Location	Notes
11/12/2023	BOV	18XX WHITTARD OF CHELSEA LN	
11/12/2023	BOV	9XX CASTLETON DR	
11/12/2023	BOV	14XXX HARCOURT HOUSE LN	



## **UTILITY MANAGER'S REPORT**

### **Northtown Municipal Utility District Board of Directors Meeting**



**December 20, 2023**



To: Northtown MUD Board of Directors  
From: Dennis Hendrix, General Manager  
Subject: Operations Report

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Operations Report

- Operations/Billing report including water accountability: -5.76%
- 
- **Occupied Connections: 3202**
- **Total Connections: 3335**
  - **All Samples were satisfactory**
- Review and approve delinquent accounts and write-offs: -2-\$ 5418.83 ( 2Renters)

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Monthly Update on District facilities including non-routine maintenance and repairs:

**Lift Station #3**

1. We were able to remove the tank and dispose. We will be returning in the next 30days to wash site down.

- **System Maintenance**

1. Repair logs attached
2. DCDA repair at the Howard master meter – in process

- **MISC:**

**AMR Project:**

1. We are coordinating the HydroPro request for a dedicated power circuit at the tower site and the repeater site. – **IN PROCESS**
2. New meter install will begin Monday December 4<sup>th</sup> – **IN PROCESS**
  - a. **HydroPro and team are having to been doing a little extra digging to get outside of that 12" brass pigtail, in order to see what the actual customer side piping to comply with the LCRR survey requirements.**

**Northtown Municipal Utility District  
Operations Report  
For the Month of November 2023**

**GENERAL INFORMATION**

Occupied Single Family Connections	<u>3202</u>	x 3 =	<u>9606</u>
Vacant Single Family Connections	<u>30</u>		
Multi Family Connections	<u>6</u>	830 Units x 3 =	<u>2490</u>
Commercial	<u>9</u>		
Builder Connections	<u>27</u>		
Builder New Taps	<u>14</u>		
Schools	<u>2</u>		
Non-Profit	<u>0</u>		
Fire Hydrants	<u>1</u>		
District Connections	<u>13</u>		
Irrigation Connections	<u>31</u>		
<b>TOTAL CONNECTIONS</b>	<u><u>3335</u></u>		<u><u>12096</u></u> Estimated Population

**BACTERIOLOGICAL ANALYSES**

<u>5</u>	Water sample(s) taken on	<u>11/14/23</u>	All bacterial samples were satisfactory.
<u>5</u>	Water sample(s) taken on	<u>11/21/23</u>	All bacterial samples were satisfactory.

**WATER ACCOUNTING**

Pumped through master meter(s) from	<u>11/01/23</u>	to	<u>11/30/23</u>	<u>24,117,000</u>	Gallons
Total Gallons Received/Billing Period from	<u>09/28/23</u>	to	<u>10/31/23</u>	<u>31,915,000</u>	Gallons
Total Gallons Billed from	<u>09/28/23</u>	to	<u>10/31/23</u>	<u>30,060,000</u>	Gallons
Flushing	<u>09/28/23</u>	to	<u>10/31/23</u>	<u>18,200</u>	Gallons
Billing Adjustments from	<u>09/28/23</u>	to	<u>10/31/23</u>	<u>0</u>	Gallons
Gallons gain/loss				<u>(1,836,800)</u>	Gallons
Percentage gain/loss				<u>-5.76%</u>	

CUSTOMER BILLING REPORT  
 NORTHTOWN MUNICIPAL UTILITY DISTRICT  
 October 11, 2022 Through November 10, 2023

Current Billing

Basic Service	122,824.02
Water	173,040.99
Sewer	109,193.82
TCEQ	1,433.37
Deposit	8,773.00
Misc	<u>2,229.00</u>

Total Current Billing		\$417,494.20
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Aged Receivables

Thirty (30) Days	69,318.51
Sixty (60) Days	3,484.81
Ninety (90) Days	166.86
One Hundred Twenty (120) Days	<u>4,101.13</u>
Billed Arrears	77,071.31
Credit Bal Fwd	<u>-6,754.68</u>

Total Aged Receivables		\$70,316.63
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Accounts Receivables

Penalty	9,278.53
Basic Service	115,590.45
Water	195,455.40
Sewer	103,330.77
TCEQ	1,280.39
Deposit	\$9,027.46
Miscellaneous	<u>1,398.79</u>
	319,771.34

Total Accounts Receivables		\$319,771.34
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Deposit Liability

Balance As Of	10/11/23	\$722,027.60
Collections		9,104.46
Deposits Applied		<u>-6,000.00</u>
Balance As Of	11/10/23	\$725,132.06

**NORTHTOWN MUNICIPAL UTILITY DISTRICT**

**Billing Report**

November 20023

<b>Connections</b>	<b>October</b>	<b>November</b>
Active	3204	3305
Inactive	27	30
<b>Total</b>	<b>3231</b>	<b>3335</b>

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New Connects	33	36
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**Billing Recap**

	<b>October</b>	<b>November</b>
<b>Current Billing</b>	<b>\$462,462.05</b>	<b>\$294,670.18</b>
Water	\$163,709.55	\$173,040.99
Sewer	\$115,923.30	\$109,193.82
State Assessment	\$1,420.17	\$1,433.37
Basic Service	\$122,999.20	122.824.02
Miscellaneous	\$6,400.00	\$2,229.00
Deposit	\$52,009.83	\$8,773.00
<b>Current Payments</b>	<b>\$464,770.84</b>	<b>319.771.34</b>
<b>Arrears</b>	<b>October</b>	<b>October</b>
30 Day	\$50,562.74	\$69,318.51
60 Day	\$759.23	\$3,484.81
90 Day	\$3,430.34	\$166.86
120 Day	\$3,769.93	\$4,110.31
<b>Gross Arrears</b>	<b>\$58,522.24</b>	<b>\$77,080.49</b>

<b>Month</b>	<b>Oct</b>	<b>Nov</b>
Total Customers	3231	3335
Letters	448	484
Disconnects	33	40

**NORTHTOWN MUNICIPAL UTILITY DISTRICT**  
**Water Report**  
November-23

**Total Water Flows**

<b>Month</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>
January	21,876	9,926	22,272	24,544	21,970	19,561
February	18,713	8,785	18,548	15,091	18,007	17,215
March	22,278	21,734	21,764	22,854	22,763	20,550
April	23,185	12,957	22,182	23,806	25,955	27,151
May	27,596	22,203	24,751	23,113	27,691	19,470
June	26,292	22,308	27,650	24,121	31,151	25,098
July	27,286	25,733	30,449	24,990	33,802	31,554
August	27,286	19,975	37,691	25,512	32,368	33,994
September	21,624	27,539	31,636	29,383	34,355	37,001
October	12,482	26,984	31,147	25,791	29,539	28,424
November	11,181	23,276	32,200	22,580	21,941	24,117
December	7,783	23,114	22,754	23,551	20,209	
<b>TOTAL</b>	<b>247,582</b>	<b>244,534</b>	<b>323,044</b>	<b>285,336</b>	<b>319,751</b>	<b>284,135</b>

**Bacteriological Analyses**

Samples: satisfactory taken on 11/21/23, 11/28/23

**Chlorine Residual**

	<b>November</b>
Average	1.9
Maximum (4.0)	2.6
Minimum (0.5)	1.0

**Total Wastewater Billed**

<b>Month</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>
January	15,158	13,169	14,553	16,930	15,630	15,525
February	15,759	15,529	15,095	16,110	16,402	17,193
March	14,826	14,513	14,047	15,732	17,357	15,299
April	15,060	14,881	16,608	16,685	18,421	15,282
May	15,883	15,597	16,834	17,978	17,141	15,300
June	16,651	15,290	17,042	16,190	16,956	13,857
July	15,933	14,310	17,187	18,157	16,565	14,449
August	16,304	14,947	18,367	16,734	17,836	15,633
September	16,386	14,979	18,735	17,557	17,071	16,881
October	14,907	14,626	22,891	18,225	16,991	16,824
November	15,737	15,138	15,472	17,006	16,201	15,848
December	15,003	14,068	21,766	17,640	16,796	
<b>TOTAL</b>	<b>187,607</b>	<b>177,047</b>	<b>208,597</b>	<b>204,944</b>	<b>203,366</b>	<b>172,091</b>

NORTHTOWN M.U.D. - WATER LOSS CHART

DATE FROM	DATE TO	MASTER METER	CONSUMPTION TOTALS	FLUSHING TOTALS	BILLING ADJUSTMENTS	GALLONS UNACCOUNTED	NTWN CONNECTS	PERCENT GAIN/LOSS
09/30/20	10/28/20	29,284.0	22,488.0	40.5	-	-1278.5		-4.37%
10/29/20	11/25/20	29,696.0	21,112.0	42.0	-	-8542.0		-28.76%
11/26/20	12/29/20	26,656.0	22,031.0	72.0	(4.0)	-4557.0		-17.10%
12/30/21	01/28/21	20,569.0	18,924.0	34.5	-	-1610.5		-7.83%
01/28/21	02/26/21	23,055.0	41,919.0	63.0	(20,156.0)	-1229.0		-5.33%
02/27/21	03/25/21	19,933.0	18,211.0	28.5	-	-1693.5		-8.50%
03/26/21	04/26/21	24,803.2	23,061.0	42.0	-	-1700.2		-6.85%
04/27/21	05/26/21	21,782.4	19,985.0	58.5	-	-1738.9		-7.98%
05/27/21	06/26/21	24,260.7	23,850.0	75.0	-	-335.7		-1.38%
06/27/21	07/26/21	23,480.0	21,612.0	49.5	-	-1818.5		-7.74%
07/27/21	08/25/21	27,510.0	25,274.0	48.0	-	-2188.0		-7.95%

TOTALS		271,029.3	258,467.0	553.5	(20,160.0)	(26,691.8)		---
AVERAGE		24,639.0	23,497.0	50.3	(1,832.7)	(2,426.5)		-9.85%

08/26/21	09/28/21	29,505.0	28,867.0	66.0	-	-572.0		-1.94%
09/29/21	10/28/21	23,503.0	23,324.0	40.5	-	-138.5		-0.59%
10/29/21	11/28/21	22,879.0	22,623.0	46.8	-	-209.2		-0.91%
11/29/21	12/27/22	20,004.0	17,975.0	30.0	-	-1999.0		-9.99%
12/28/21	01/26/22	20,131.0	18,885.0	60.3	-	-1185.7		-5.89%
01/27/22	02/28/22	20,936.0	19,859.0	67.5	-	-1009.5		-4.82%
03/01/22	03/28/22	19,510.0	17,810.0	48.0	-	-1652.0		-8.47%
03/29/22	04/27/22	25,975.0	23,512.0	157.0	-	-2306.0		-8.88%
04/28/22	05/26/22	25,606.0	23,075.0	107.3	-	-2423.7		-9.47%
05/27/22	06/23/22	28,653.0	27,654.0	47.3	-	-951.7		-3.32%
06/24/22	07/27/22	37,409.0	35,142.0	121.3	-	-2145.7		-5.74%
07/28/22	08/30/22	37,270.0	36,104.0	116.3	-	-1049.7		-2.82%
08/31/22	09/29/22	30,568.0	27,773.0	60.4	-	-2734.6		-8.95%

TOTALS		341,949.0	322,603.0	968.7	-	(18,377.3)		---
AVERAGE		26,303.8	24,815.6	74.5	-	(1,413.6)		-5.37%

09/30/22	10/27/22	28,684.0	28,240.0	85.6	-	-358.4		-1.25%
10/28/22	11/29/22	26,036.0	25,733.0	104.6	-	-198.4		-0.76%
11/30/22	12/28/22	18,558.0	19,331.0	123.7	-	896.7		4.83%
12/29/22	01/30/23	23,088.0	22,222.0	58.7	-	-807.3		-3.50%
01/31/23	02/28/23	18,815.0	18,053.0	27.4	-	-734.6		-3.90%
03/01/23	03/27/23	19,935.0	18,764.0	9.5	-	-1161.5		-5.83%
03/28/23	05/01/23	25,800.0	24,530.0	30.5	-	-1239.5		-4.80%
05/02/23	05/26/23	18,100.0	17,075.0	56.0	-	-969.0		-5.35%
05/27/23	06/29/23	29,995.0	29,631.0	167.0	-	-197.0		-0.66%
06/30/23	07/27/23	29,354.0	27,381.0	39.9	-	-1933.1		-6.59%
07/28/23	08/29/23	36,271.0	34,174.0	14.0	-	-2083.0		-5.74%
08/30/23	09/27/23	34,519.0	29,015.0	30.4	-	-5473.6	3231	-15.86%

TOTALS		309,155.0	294,149.0	747.3	-	(14,258.7)		---
AVERAGE		25,762.9	24,512.4	62.3	-	(1,188.2)		-4.61%

09/28/23	10/31/23	31,915.0	30,060.0	18.2	-	-1836.8	3231	-5.76%
TOTALS		31,915.0	30,060.0	18.2	-	(31,075.0)		---
AVERAGE		31,915.0	30,060.0	18.2	-	(2,825.0)		-8.85%

**Northtown MUD  
Water Usage Analysis**

Billing Period	Residential (gallons)	#	Builder (gallons)	#	School (gallons)	#	Non-Profit (gallons)	#	Fire Hydrant (gallons)	#	Multi-Family (gallons)	#	Irrigation (gallons)	#	Commercial (gallons)	#	District (gallons)	#	Monthly Totals (gallons)	Number of Residential Connections	Average Usage	Letters	Terminations
October 2020	18,976,000		155,000		44,000		21,000		39,000		3,748,000		1,204,000		27,000		199,000		24,413,000	3,041	6.2	527	0
November 2020	15,283,000		128,000		48,000		16,000		32,000		4,591,000		1,353,000		861,000		176,000		22,488,000	3,043	5.0	500	0
December 2020	16,535,000		208,000		18,000		26,000		30,000		2,129,000		1,445,000		721,000		-		21,112,000	3,049	5.4	523	0
January 2021	13,551,000		96,000		49,000		21,000		0		5,000,000		1,004,000		1,309,000		1,001,000		22,031,000	3,053	4.4	445	0
February 2021	10,350,000		35,000		54,000		27,000		0		4,414,000		648,000		3,093,000		303,000		18,924,000	3,059	3.4	312	0
March 2021	14,007,000		14,000		44,000		26,000		0		4,594,000		505,000		2,480,000		93,000		21,763,000	3,071	4.6	357	0
April 2021	14,196,000		17,000		40,000		17,000		0		1,293,000		1,067,000		1,486,000		95,000		18,211,000	3,071	4.6	416	0
May 2021	16,955,000		36,000		97,000		23,000		0		1,886,000		1,742,000		2,198,000		124,000		23,061,000	3,064	5.5	-	0
June 2021	14,883,000		50,000		112,000		12,000		700,000		2,273,000		1,282,000		545,000		128,000		19,985,000	3,072	4.8	402	60
July 2021	13,468,000		9,000		56,000		34,000		0		5,210,000		1,079,000		3,793,000		201,000		23,850,000	3,076	4.4	399	32
August 2021	16,283,000		9,000		25,000		31,000		83,000		2,141,000		1,479,000		1,384,000		177,000		21,612,000	3,167	5.1	384	36
September 2021	18,447,000		25,000		100,000		37,000		62,000		2,597,000		2,370,000		1,338,000		298,000		25,274,000	3,167	5.8	329	37
<b>Total</b>	<b>182,934,000</b>		<b>782,000</b>		<b>687,000</b>		<b>291,000</b>		<b>946,000</b>		<b>39,876,000</b>		<b>15,178,000</b>		<b>19,235,000</b>		<b>2,795,000</b>		<b>262,724,000</b>				

October 2021	17,330,000		53,000		107,000		19,000		10,000		5,415,000		2,626,000		2,900,000		407,000		28,867,000	3,167	5.5	420	28
November 2021	17,692,800		18,000		121,000		13,000		8,000		1,054,200		2,845,000		1,382,000		190,000		23,324,000	3,167	5.6	422	31
December 2021	17,297,000		9,000		111,000		1,000		8,000		1,348,000		1,241,000		2,423,000		185,000		22,623,000	3,167	5.5	418	21
January 2022	13,630,000		7,000		84,000		34,000		0		1,136,000		1,340,000		1,614,000		130,000		17,975,000	3,163	4.3	476	9
February 2022	10,442,000		6,000		68,000		17,000		0		4,297,000		994,000		2,899,000		162,000		18,885,000	3,168	3.3	418	26
March 2022	11,130,000		18,000		104,000		1,000		0		4,839,000		224,000		3,438,000		105,000		19,859,000	3,168	3.5	368	31
April 2022	12,743,000		6,000		95,000		1,000		74,000		1,903,000		811,000		2,050,000		127,000		17,810,000	3,168	4.0	368	31
May 2022	12,025,000		6,000		149,000		-		401,000		4,918,000		2,307,000		3,508,000		198,000		23,512,000	3,169	3.8	400	27
June 2022	12,189,000		8,000		100,000		1,000		14,601,000		5,559,000		2,228,000		3,407,000		210,000		38,303,000	3,169	3.8	446	40
July 2022	13,953,000		10,000		44,000		-		0		5,755,000		2,064,000		3,091,000		262,000		25,179,000	3,168	4.4	494	48
August 2022	18,397,015		12,000		31,000		-		0		7,068,000		3,160,000		4,553,000		371,000		33,592,015	3,172	5.8	498	19
September 2022	16,623,015		13,000		80,000		-		6,000		6,011,000		3,015,000		3,990,000		1,905,000		31,643,015	3,179	5.2	463	36
<b>Total</b>	<b>173,451,830</b>		<b>166,000</b>		<b>1,094,000</b>		<b>87,000</b>		<b>15,108,000</b>		<b>49,303,200</b>		<b>22,855,000</b>		<b>35,255,000</b>		<b>4,252,000</b>		<b>301,572,030</b>				

October 2022	13,059,028		28,000		101,000		-		1,000		6,900,000		3,249,000		4,083,000		352,000		27,773,028	3,181	4.1	568	25
November 2022	11,794,011		10,000		144,000		-		0		10,714,000		2,168,000		2,972,000		438,000		28,240,011	3,184	3.7	487	21
December 2022	15,860,048		7,000		46,000		-		459,000		5,730,000		2,143,000		1,314,000		174,000		25,733,048	3,184	5.0	-	-
January 2023	13,565,077		23,000		137,000		-		529,000		3,407,000		1,106,000		338,000		226,000		19,331,077	3,181	4.3	474	-
February 2023	10,995,038		666,000		105,000		-		3,000		4,851,033		1,146,000		4,260,000		196,000		22,222,071	3,183	3.5	398	-
March 2023	13,412,066		186,000		119,000		-		2,000		3,433,000		339,000		262,000		319,000		18,072,066	3,185	4.2	330	-
April 2023	13,811,057		58,000		84,000		-		1,000		2,546,000		1,720,000		314,000		230,000		18,764,057	3,189	4.3	399	30
May 2023	17,418,082		43,000		135,000		-		2,000		4,280,000		1,968,000		428,000		256,000		24,530,082	3,173	5.5	358	30
June 2023	11,790,050		40,000		97,000		-		1,000		2,855,000		1,776,000		280,000		237,000		17,076,050	3,219	3.7	392	27
July 2023	19,243,000		268,000		76,000		-		5,000		5,265,000		3,542,000		365,000		867,000		29,631,000	3,222	6.0	347	26
August 2023	17,998,000		275,000		15,000		104,000		308,000		4,203,000		2,774,000		369,000		1,335,000		27,381,000	3,233	5.6	371	20
September 2023	24,011,000		443,000		85,000		119,000		0		3,460,000		3,811,000		254,000		1,991,000		34,174,000	3,234	7.4	371	22
<b>Total</b>	<b>182,956,457</b>		<b>2,047,000</b>		<b>1,144,000</b>		<b>223,000</b>		<b>1,311,000</b>		<b>57,644,033</b>		<b>25,742,000</b>		<b>15,239,000</b>		<b>6,621,000</b>		<b>292,927,490</b>				

October 2023	18,833,000	3092	347,000	32	122,000	2	32,000	-	253,000	1	4,062,000	6	4,034,000	31	443,000	9	889,000	13	29,018,173	3,231	5.8	448	33
November 2023	18,775,000	3202	266,000	14	126,000	2	28,000	-	89,000	1	5,526,000	6	4,278,000	31	217,000	9	755,000	13	30,060,000	3,232	5.8	484	40
<b>Total</b>	<b>37,608,000</b>		<b>613,000</b>		<b>248,000</b>		<b>60,000</b>		<b>342,000</b>		<b>9,588,000</b>		<b>8,312,000</b>		<b>660,000</b>		<b>1,644,000</b>		<b>59,078,173</b>				

**Active Vacant** Residential 3202, Builder 27, School 2, Non-Profit 0, Fire Hydrant 1, Multi-Family 6, Irrigation 31, Commercial 9, District 13, Buller Taps 14, **3336**

**NORTHTOWN MUNICIPAL UTILITY DISTRICT  
WATER REPAIR LOG > \$500  
NOVEMBER 2023**

DATE	ADDRESS	PROBLEM	COST
01/11/23	14401 HARRIS RIDGE BLVD-2	HOUSELINE LEAK. WATER WAS SHOOTING OUT OF A PIPE SO WE CLOSED 2 VALVES TO ISOLATE WATER.	\$614.00
01/11/23	IN DISTRICT	DUMP TRUCK WORK COMPLETED. SPOLS HAUSLED OFF FOR 2021-2022	\$3,824.57
01/04/23	13921 CONNER DOWNS DR	REPLACED BROKEN CURBSTOP-DIG UP METER BOX TO MAKE ROOM FOR REPAIR. CRIMPED THE SERVICE LINE TO MAKE REPAIR AND BACKFIL WE NEED MORE TOPSOIL.	\$1,018.26
01/24/23	13800 GREINERT DR	ASPHALT AFTER REPAIR - PATCH NEEDED T BE PREPPED. THEN POUED AND SPREAD ASPHALT BEFORE COMPACTINGWITH ROLLER. CLEANED UP SITE.	\$1,339.93
02/24/23	IN DISTRICT	COMPLETE WORK ON FIRE HYDRANT. TOOK HYDRANT APART AND REPLACED THE MAIN VALVE GASKET AND FITTINGS ON THE BOTTOM OF HYDRANT. PUT BACK TOGETHER AND REINSTALLED.	\$1,693.79
03/01/23	IN DISTRICT	PUMPED OUT METER VAULT-READ METER AT 502 HOWARD AND LAKES MM	\$605.00
03/01/23	IN DISTRICT	PUMPED OUT METER VAULT-READ METER AT HOWARD AND LAKES MM	\$644.00
04/10/23	IN DISTRICT	WORK ON WATER DISTRIBUTION SYSTEM ARRIVED TO LOCATEION WHEN AW STATED THEIR WATER SHUT OFF THIS MORNING. THEN LOW WATER PRESSURE WAS BEING CALLED T THE OFFICE PON CHECKING THE FIRE HYDRANTS EVERY WHERE HAD 35/45 PSI.	\$581.88
04/18/23	IN DISTRICT	WATER STSTEM WORK COMPLETE. AUSTIN WATER HAD A TEST SHUT OUT AND WE ENDED UP HAVING HIGH PSI AND LOW PSI AND I WAS IN DISTRICT ADDRESSING CUSTOMERS AND WAS TAKING PRESSURE READING.	\$525.00
05/01/23	1913 WHITTARD OF CHELSEA	REPLACED METER BOX & LID AND ADJUSTED THE METER.	\$1,040.84
05/01/23	13815 LOTHIAN DR	EXCAVATED & REPAIRED WATER MAIN. FOUND A PIN HOLE IN POLY CAUSED BY KINK IN LINE. DUG DOWN TO SERVICE LINE AND MADE OUT REPAIR TO LINE. BACKFILLED WITH GRAVEL.	\$3,743.74
05/08/23	F/H 700 E WELLS BRANCH PKWY	RELOCATE HYDRANT METER- TOOK TO FMS.	\$724.80
06/15/23	NORTHTOWN MUD	PUMPED OUT VAULT AT SAS STATION AT W/HOWARD LN AND MCALLEN PASS. WE CAME BACK OUT TO PUMP OUT VAULT.	\$893.00
08/25/23	IN DISTRICT	PURCHASED SUPPLIES-ORDERED NEW ODOR LOGGER FOR NTWN MUD.	\$2,290.39
10/20/23	700 E WELLS BRANCH PKWY-DOM	REPAIRED METER LEAK W/WASHERS. REPLACED METER GASKET TO STOP THE LEAK.	\$625.60
10/02/23	IN DISTRICT	SUBCONTRACT WORK COMPLETED AT FACILITY-BPAT DEVICES TEST,ALL BUT ONE AT 800 HOWARD PASSED. QUOTE PENDING.	\$1,836.00
09/27/23	13718 CAMBOURNE DR	CRIMPED AND REPAIRED TAP LEAK.	\$3,777.03
10/30/23	1700 DARJEELING DR	REPLACED BROKEN CURBSTOP. COME OUT TO CHECK OUT LEAK. ANGLE STOP WAS LEAKING,SO TRIED T BEND COPPER LINE TO LINE EERYTHING UP RIGHT AND IT DID SLOW DOWN THE LEAK BUT IT IS STILL LEAKING, AND WILL NEED TO BE FIXED.	\$1,491.66
10/30/23	132 WILD SENNA DR	ASPHALT AFTER REPAIR. ARRIVED ON SITE TO PREPARE & CUT OUT PATCH WITH MAN HOLE LID. PREPPED AREA, POUED ASPHALT. COMPACTATED ASPHALT TO FINISH GRADE,THEN CLEANED SITE.	\$5,985.23
11/13/23	IN DISTRICT	COMPLETE WORK ON FIRE HYDRANT. HYDRANT MISSING COMPLETELY. HAD TO GET 2021 AMERICAN DARLING FROM CORE AND MAIN TO REPLACE OLD HYDRANT WITH USED NEW BREAK AWAY COUPLING, BOLTS AND GASKETS. PRESSURE TESTED AND FLUSHED HYDRANT BEFORE I LEFT. SILVER IN JOHN HENRY FAULK DR.	\$3,229.27

**NORTHTOWN MUNICIPAL UTILITY DISTRICT  
WATER REPAIR LOG > \$500  
NOVEMBER 2023**

DATE	ADDRESS	PROBLEM	COST
11/15/23	IN DISTRICT	COMPLETE WORK ON FIRE HYDRANT. HYDRANT GOT HIT BY CAR. PREPPED IT AND READY TO BE BROPPED IN. THE LAKES BLVD AND NTWN BLVD.	\$1,294.85
<b>TOTAL FOR 2023</b>			<b>\$37,778.84</b>

**NORTHTOWN MUNICIPAL UTILITY DISTRICT  
WASTEWATER REPAIR LOG > \$500  
OCTOBER 2023**

DATE	ADDRESS	PROBLEM	COST
01/11/23	14120 CEYLON TEA CIR	CUSTOMER PROBLEM-DISTRICT LINES CLEAR. TELEVIEWED LINE AND FOUND ROOTS, MARKED LOCATIONS OF INFILTRATION, WILL RETURN.	\$585.99
05/01/23	13701 CAMBOURNE DR	JETTED LINE AT CUSTOMER 4" CLEAN OUT AND TELEVIEWED.	\$967.99
06/15/23	IN DISTRICT	MANHOLE SURVEY ALONG THE HARRIS BRANCH CREEK FOR MS4 ANNUAL 2023-2024 INSPECTIONS.	\$2,439.00
06/27/23	IN DISTRICT	MET WITH CONTRACTOR AND DISTRICT ENGINEER. DID WALK TROUGH ON WARRANTY WORK FOR FORCE MAIN TIE INS.	\$539.50
09/25/23	1324 PEPPERMINT TRL	TELEVIEWED SEWER LINE. GREASE BUILD UP, JETTED LINE OUT AND TELEVIEWED.	\$656.56
09/25/23	1324 PEPPERMINT TRL	VACTOR TRUCK WORK-COMPLETE. HOMEOWNER SEWER BACK UP. A LOT OF GREASE, JETTED LINE.	\$1,306.99
11/06/23	IN DISTRICT	TELEVIEWED SEWER LINE-MH SETTING REPORTED BY DISTRICT ENGINEER AT 132 WILD SENNA DR. TUNNEL VISION CONTRACTED TO TELEVIEW NO ISSUES FOUND.	\$990.00
11/14/23	IN DISTRICT	VACTOR TRUCK WORK-COMPLETE. SUCKED OUT GRINDER PUMPS GREASE. CLEANED ALL GRINDERS ON HARRIS RIDGE. NEED TO GO BACK TO CLEAN ONE THAT HAS LOTS OF SOLIDS. HAS BEEN COMPLETED ON 4/7/2023.	\$2,646.18
10/30/23	132 WILD SENNA DR	MAINT TO REPAIR SANITARY MANHOLE, CHIPPED OUT 5FTX5FT CONCRETE BLOCK THAT WAS 16" THICK, THEN CUT OUT SQUARE FOR NEW ASPHALT. REPIRED CONCRETE AROUND MAN HOLE RING AND LOWERED COVER BACK DOWN AND THEN GOT THE HOLE READY TO POUR ASPHALT.	\$3,827.26
<b>TOTAL FOR 2023</b>			<b>\$13,959.47</b>

**NORTHTOWN MUNICIPAL UTILITY DISTRICT  
GENERAL MANAGER'S REPORT  
WRITE-OFF LIST  
Nov-23**

<b>NAME:</b>	<b>Owner / Renter</b>	<b>Date Finaled</b>	<b>Write-Off</b>	<b>Deposit Applied</b>
<b>Kimberly Jean Corsey</b>	<b>Renter</b>	<b>10/31/2023</b>	<b>\$ 5,392.94</b>	<b>\$ 750.00</b>
<b>Adam Anchondo</b>	<b>Renter</b>	<b>10/10/2023</b>	<b>\$ 25.99</b>	<b>\$ 150.00</b>
			<b>\$ 5,418.93</b>	

Approved by the Board of Directors at the meeting held on December 20, 2023.

\_\_\_\_\_ Date \_\_\_\_\_  
\_\_\_\_\_ Date \_\_\_\_\_  
\_\_\_\_\_ Date \_\_\_\_\_

**NORTHTOWN MUD  
WRITE-OFFS  
FISCAL YEAR TOTALS**

	<b>2020/21</b>	<b>2021/22</b>	<b>2022/23</b>	<b>2023/24</b>
<b>OCTOBER</b>				
WRITE-OFF	\$ 1,681.38	\$ 1,620.83	\$ 684.38	\$ 129.42
COLLECTED	\$ -	\$ -	\$ -	\$ -
<b>NOVEMBER</b>				
WRITE-OFF	\$ 1,810.70	\$ 3,140.46	\$ 633.24	\$ 5,418.93
COLLECTED	\$ -	\$ -	\$ -	\$ -
<b>DECEMBER</b>				
WRITE-OFF	\$ 677.34	\$ 80.62	\$ 294.65	
COLLECTED	\$ -	\$ -		
<b>JANUARY</b>				
WRITE-OFF	\$ 1,945.60	\$ -	\$ 374.77	
COLLECTED	\$ -	\$ -	\$ -	
<b>FEBRUARY</b>				
WRITE-OFF	\$ 898.79	\$ 597.86	\$ 319.31	
COLLECTED	\$ -	\$ -	\$ -	
<b>MARCH</b>				
WRITE-OFF	\$ -	\$ -	\$ 1,124.35	
COLLECTED	\$ -	\$ -	\$ -	
<b>APRIL</b>				
WRITE-OFF	\$ -	\$ 156.90	\$ 492.35	
COLLECTED	\$ -	\$ -	\$ -	
<b>MAY</b>				
WRITE-OFF	\$ 5,502.46	\$ 1,070.12	\$ 866.35	
COLLECTED	\$ -		\$ -	
<b>JUNE</b>				
WRITE-OFF	\$ 1,130.42	\$ 732.92	\$ 307.72	
COLLECTED	\$ -	\$ -	\$ -	
<b>JULY</b>				
WRITE-OFF	\$ 5,413.65	\$ 294.08	\$ 227.76	
COLLECTED	\$ -	\$ -	\$ -	
<b>AUGUST</b>				
WRITE-OFF	\$ 2,420.24	\$ 1,739.84	\$ 1,233.60	
COLLECTED	\$ -	\$ -	\$ -	
<b>SEPTEMBER</b>				
WRITE-OFF	\$ 226.38	\$ 613.52	\$ 2,507.29	
COLLECTED	\$ -	\$ -	\$ -	
<b>TOTAL COLLECTIONS:</b>	\$ 21,606.96	\$ 10,047.15	\$ 9,065.77	\$ 5,548.35
<b>TOTAL COLLECTED:</b>	\$ -	\$ -	\$ -	\$ -

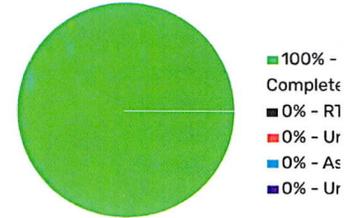
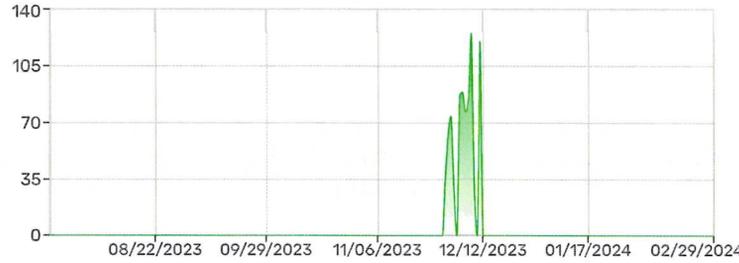
## Project Northtown

### Options

[Project](#)  
 [Work Orders](#)  
 [Assets](#)  
 Loyalty: No  
 Start Date: 07/17/2023  
 Due Date: 02/29/2024

### Production

Daily  
  Weekly



Sub-Contractor Name	Max Monthly Daily Change	Min Monthly Daily Change	Max Weekly Daily Change	Min Weekly Daily Change	Overall Project Avg Change Daily	Total Changes Avg Change Daily
Tamaka Group	125	0	125	0	822	2404
All	125	0	125	0	822	2404

### Zone Summary

Zone	Total in zone	Complete	Incomplete	Unable	RTU	Completion Rate
No Zone	3226	821	2403	0	0	25%

### Sub-Contractor Details

Sub-Contractor	MeterChange	RTU	Unable
Tamaka Group	821	0	0



**MONTHLY REPORT**

**Northtown M.U.D.**

**Report Period: 11/01/2023 - 11/30/2023**

**Parks & Entrance Grounds Maintenance**

The park areas, entrances, medians, and/or easements received regular maintenance (including weed control, litter control, mowing, string-trimming, tree trimming, and shrub pruning) on the following dates:



10/31 – 11/1	11/7 – 11/8	11/14 – 11/15	11/22	11/28 – 11/29
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**Task/Observation/Area** Highlights of services performed during regular maintenance

Crews performed the standard maintenance tasks such as mowing & string-trimming of the District’s irrigated turf areas, as well as detailed the District’s beds & tree rings, and they also spot-treated for fire ants in areas where needed throughout the District. In addition, crews also cutback perennials where needed throughout the District. Finally, crews removed any deadfall tree limbs where observed throughout the District’s boundaries.

<b>Greenbelt &amp; Drainage Maintenance</b>	Greenbelt & Drainage maintenance occurred during the week(s) of:	11/10/2023
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**Task/Observation/Area:** Additional services/observations pertaining to the greenbelts & drainage

Crews completed the standard maintenance tasks such as mowing & string-trimming of the District’s channels & greenbelts, as well as removed approximately 8-cu. ft. of trash/litter from within these same areas located throughout the District’s properties.



<b>Trail System Maintenance</b>	10/31 - 11/1	11/7 – 11/8	11/14 - 11/15	11/22	11/28 – 11/29
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**Task/Observation/Area** Additional services/observations pertaining to the trail system

Crews performed the standard maintenance tasks such as mowing & string-trimming of the District’s entire trail system, as well as having performed weed control in areas where needed within the District’s trails. Finally, crews also raked out any rough areas they observed within the District’s trail system in an effort to achieve a smoother, neater overall appearance to the District’s trails.



<b>Irrigation System Maintenance</b>	10/31 – 11/1	11/7 – 11/8	11/14 – 11/15	11/22	11/28 – 11/29
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**Task/Observation/Area:** Additional services/observations pertaining to the irrigation system

Our Licensed Irrigator performed a comprehensive irrigation system analysis and he made any subsequent repairs totaling less than the pre-approved \$300 maximum while he was still on site.



<b>Status of Proposal Work</b>	
Proposal # 10265 - Fall Overseed & Top-dress Irrigated Turf	- Completed 11/03/2023

<b>Notes / Miscellaneous</b>

# NORTHTOWN MUD

## MAINTENANCE MONTHLY REPORT November 18, 2023 – December 9, 2023

- Weekly general cleaning at office, pavilion, parks and ponds.
  - Removed and posted next meeting agenda.
  - Posted next monthly board meeting date on entry signs.
  - Changed out memory cards and replaced batteries as needed in game cameras.
  - Assisted with covenant inspections and general administration.
  - Flushed well valves weekly as preventative maintenance recommended by CTWM.
  - Removed 13 bandit signs throughout the district and flyers posted around district.
  - Cleaned out all water fountains & checked for loose bolts on all picnic benches, tables and playscapes.
  - Cut down and disposed of fallen trees and various limbs throughout park system after wind events.
  - Removed various debris from district creeks and ponds.
  - Cleaned and sharpened all chainsaw chains several times and made required repairs.
  - Performed preventive maintenance on all motorized equipment.
  - Monitored Wildflower well status and entered data in log.
  - Washed all shop rags, Ford F150 and ATV's.
  - Stocked wood pile for free disbursement in 50 Acre Park and WildFlower Park.
  - Made minor granite trail repairs due to rain.
  - Continue raising canopy in various park areas to maintain an open line of sight.
  - Picked up and disposed of dumped debris on various alleys & roadways in the District.
  - Continue cutting down dead trees marked for removal.
  - Closed and opened Dog Park during rainfall.
  - Closed Dog Park due to overseed project. *(open item)*
  - Closed soccer fields at the 50 Acre Park for Texasclapes overseed program. *(open item)*
  - Repairing washout area under Harris Ridge Blvd. *(closed item)*
  - Filled in cracks near WildFlower crossover.
- 
- Submitted required documentation to request quote for Crime Insurance Renewal quote. *(included in packet for BOD approval) (closed item)*
  - Began submitting warranty requests for repairs per STR. *(open item)*
  - Monitoring District wide Water Meter replacement project. *(open item)*
  - Interviewed Landscape Architect candidates for future projects with Facilities Committee. *(open item)*
  - Working on candidates for web hosting and management of web site with Communications Committee. *(open item)*
  - Working with STR & consultants regarding remaining punch list items. *(open item)*
  - Working with TCSO Coordinator regarding a parking concern in The Lakes due to resident complaints.
  - Attend new facility construction meetings as needed.
  - Requested the TCSO deputies hired by NT MUD keep an eye out four wheelers using the parks and trails in the evenings and weekends on 3/22/22. *(ongoing)*
  - Working with New Facility Construction subcommittee and various consultants regarding office, pavilions, and equipment projects. *(in progress)*

## Northtown MUD

NEW VIOLATIONS SENT A COURTESY CARD						
NOTES	ADDRESS	DATE NOTIFIED	PHOTO	15 DAY CHECK	ATTORNEY	VIOLATION
	14924 Antique Finish	12/2/2023	N			Bulky; Various debris must be stored out of view
	14005 Cambourne	12/2/2023	N			Bulky; Various debris must be stored out of view
	13800 Ceylon Tea	12/14/2023	N			Lawn is overgrown and in need of maintenance
	1209 Coronation	12/2/2023	N			Lawn is overgrown and in need of maintenance
	14712 Earl Grey	12/2/2023	N			Fence/gate is in a state of disrepair
	14912 Earl Grey	12/2/2023	N			Lawn is overgrown and in need of maintenance
	13715 Greinert	12/14/2023	N			Bulky; Various debris must be stored out of view
	13918 Greinert	12/11/2023	N			Lawn is overgrown and in need of maintenance
	14304 Harcourt	12/2/2023	N			Lawn is overgrown and in need of maintenance
	1728 Lady Grey	12/14/2023	N			Trailer parked in view of street
	13726 Lampting	12/11/2023	N			Lawn is overgrown and in need of maintenance
	14817 Lantern	12/11/2023	N			Lawn is overgrown and in need of maintenance
	15000 Lantern	12/11/2023	N			Lawn is overgrown and in need of maintenance
	13908 Merseyside	12/11/2023	N			Lawn is overgrown and in need of maintenance
	13909 Merseyside	12/14/2023	N			Fence/gate is in a state of disrepair
	1220 Peppermint	12/14/2023	N			Fence/gate is in a state of disrepair
	13900 Randalstone	12/14/2023	N			Lawn is overgrown and in need of maintenance
	13903 Randalstone	12/14/2023	N			Lawn is overgrown and in need of maintenance
	14500 Spearmint Tea	12/11/2023	N			Fence/gate is in a state of disrepair
	1116 Teapot	12/11/2023	N			1. Lawn overgrown 2. Bulky debris in view
	15021 Valerian Tea	12/14/2023	N			Various debris must be stored out of view
CONTINUING VIOLATIONS SENT A LETTER						
NOTE	ADDRESS	DATE NOTIFIED	PHOTO	15 DAY CHECK	ATTORNEY	VIOLATION
	13722 Cambourne	10/23/2023	Y			Fence/gate is in a state of disrepair
	1501 Darjeeling	11/17/2023	Y			1. Lawn overgrown 2. Fence/gate disrepair
	932 Friendship Quilt	11/7/2023	Y			1. Lawn overgrown 2. Fence/gate disrepair
	14416 Harcourt House	11/7/2023	Y			1. Debris in view 2. Fence/gate is in disrepair 3. Lawn overgrown
	14616 Hyson Crossing	11/1/2023	Y			1. Bulky debris in view 2. Fence/gate disrepair
	14700 Hyson Crossing	11/1/2023	Y			1. Lawn overgrown 2. Various debris in view
	13710 Merseyside	11/1/2023	Y			Lawn is overgrown and in need of maintenance
	1521 Tudor House	11/7/2023	Y			Bulky; Various debris must be stored out of view

## Northtown MUD

CONTINUING VIOLATIONS SENT TO LEGAL						
NOTE	ADDRESS	DATE NOTIFIED	PHOTO	15 DAY CHECK	ATTORNEY	VIOLATION
	802 Dawlish	4/26/2022	Y	Same	6/28/2022	1. Fence/gate is in disrepair 2, Debris in view
	921 Grey Castle	9/23/2023	Y	Same	11/2/2023	Lawn is overgrown and in need of maintenance
	1601 Lady Grey	9/15/2023	Y	Same	11/30/2023	1. Trailer parked in view 2. Boat parked in view
	13729 Lampting	7/25/2023	Y	Ext- 8/31/23	11/2/2023	Lawn is overgrown and in need of maintenance
	15107 Lantern	9/15/2023	Y	Same	11/2/2023	Bulky; Various debris must be stored out of view
monitor	1324 Peppermint	11/12/2022	Y	Same	12/27/2022	1. Trailer parked in view
white Ford truck no LP	909 Rocking Spur	12/30/2022	Y	Same	3/1/2023	Derelect vehicle on jacks parked in view
	609 Tudor House	8/19/2023	Y	Same	9/28/2023	1. Lawn overgrown 2. Trach cans in view
	632 Tudor House	10/23/2023	Y	Same	12/8/2023	1. Various debris in view 2. Lawn overgrown
	14912 Valerian Tea	9/23/2023	Y	Same	11/16/2023	1. Various debris in view 2. Trash cans in view
RESOLVED						
NOTE	ADDRESS	DATE NOTIFIED	PHOTO	10 DAY CHECK	ATTORNEY	VIOLATION
	14908 Antique Finish	11/1/2023	N			Bulky; Various debris must be stored out of view
	13708 Cambourne	11/7/2023	N			Various debris must be stored out of view
	13917 Conner Downs	11/17/2023	N			Bulky; Various debris must be stored out of view
	14012 Conner Downs	11/17/2023	N			Lawn is overgrown and in need of maintenance
	13716 Greinert	8/24/2023	Y	Same	10/10/2023	1. Fence/gate disrepair 2. Various debris in view
	13719 Greinert	11/1/2023	N			Bulky; Various debris must be stored out of view
	14609 Hyson Crossing	11/1/2023	N			Lawn is overgrown and in need of maintenance
	14805 Hyson Crossing	11/1/2023	N			Bulky; Various debris must be stored out of view
	13719 Lampting	11/7/2023	N			Lawn is overgrown and in need of maintenance
	13721 Lampting	11/7/2023	N			Lawn is overgrown and in need of maintenance
	13730 Lampting	11/7/2023	N			Lawn is overgrown and in need of maintenance
monitor	13910 Lampting	6/13/2023	Y	Ext-8/31/23	7/31/2023	1. Trailer parked in view 2. Various debris in view
	13701 Letti	11/7/2023	N			Lawn is overgrown and in need of maintenance
	13713 Letti	11/7/2023	N			Lawn is overgrown and in need of maintenance
	13721 Merseyside	9/23/2023	Y	Same	11/9/2023	Trailer parked in view of street
	13810 Merseyside	12/2/2023	N			Lawn is overgrown and in need of maintenance
	13904 Merseyside	10/23/2023	Y			1. Debris sin view 2. Trailer parked in view of street
red Ram BRJ 9508	904 Polished Stone	12/2/2023	N			Derelect vehicle w/flat tire parked in view of street
	13908 Randalstone	11/17/2023	N			Lawn is overgrown and in need of maintenance

## Northtown MUD

917 Sally Lunn	10/23/2023	Y			Rear; Fence/gate is in a state of disrepair
14401 Spearmint Tea	11/1/2023	N			Bulky; Various debris must be stored out of view
14025 Maricella	9/11/2023	Y			Various debris must be stored out of view
13620 Merseyside	11/1/2023	N			1. Lawn overgrown 2. Various debris in view
14010 Merseyside	11/1/2023	N			Bulky; Various debris must be stored out of view
401 Tudor House	11/17/2023	N			Lawn is overgrown and in need of maintenance
401 Tudor House	10/16/2023	Y			2. Trach cans in view
632 Tudor House	10/23/2023	Y			3. Trash cans in view

## WildFlower

VIOLATIONS SENT A COURTESY REMINDER						
NOTES	ADDRESS	DATE NOTIFIED	PHOTO	15 DAY CHECK	ATTORNEY	VIOLATION
	114 Blue Flax	12/6/2023	N			Lawn overgrown and in need of maintenance
	13704 Golden Flax	12/13/2023	N			Rear various debris in view
	13813 Golden Flax	12/6/2023	N			Rear bulky debris in view
	14013 Golden Flax	12/13/2023	N			Front & rear fence/gate is in a state of disrepair
	14017 Golden Flax	12/6/2023	N			Lawn overgrown and in need of maintenance
	116 Segovia	11/30/2023	N			Mow back area by parking pad
	205 Segovia	12/13/2023	N			1. Lawn overgrown 2. Mow back area
	13820 Spring Heath	12/13/2023	N			Lawn overgrown and in need of maintenance
	112 Wild Senna	12/13/2023	N			Front fence/gate is in a state of disrepair
	116 Wild Senna	11/30/2023	N			Mow back area by parking pad
	129 Wild Senna	12/6/2023	N			Front fence/gate is in a state of disrepair
	212 Wild Senna	11/30/2023	N			1. Lawn overgrown 2. Mow back area
	317 Wild Senna	11/30/2023	N			1. Lawn overgrown 2. Mow back area
	317 Wild Senna	11/15/2023	N			Rear fence/gate is in a state of disrepair
VIOLATIONS SENT A LETTER						
NOTE	ADDRESS	DATE NOTIFIED	PHOTO	15 DAY CHECK	ATTORNEY	VIOLATION
	13917 Golden Flax	11/10/2023	Y			2. Lawn overgrown 3. Mow back area
	13722 Spring Heath	11/3/2023	Y			Front fence/gate is in a state of disrepair
	13800 Spring Heath	11/3/2023	Y			1. Rear fence/gate disrepair 2. Trash cans in view
	132 Wild Senna	10/20/2023	Y			Front various debris in view
	216 Wild Senna	10/27/2023	Y			2. Front & rear fence/gate disrepair 3. Trash can in view
	320 Wild Senna	10/27/2023	Y			Mow back area by parking pad
CONTINUING VIOLATIONS NOT RESOLVED - SENT TO ATTORNEY						
NOTE	ADDRESS	DATE NOTIFIED	PHOTO	15 DAY CHECK	ATTORNEY	VIOLATION
	114 Blue Flax	2/11/2023	Y	Same	3/31/2023	Rear fence/gate is in a state of disrepair
	126 Blue Flax	10/14/2023	Y	Same	12/6/2023	1. Rear fence/gate disrepair 4. Mow back area
	13901 Golden Flax	8/22/2023	Y	Same	10/12/2023	Rear fence/gate is in a state of disrepair
	105 Segovia	6/8/2020	Y	Same	12/2/2022	1. Lawn overgrown 2. Mow back area by parking pad 3. Rear fence disrepair

## WildFlower

	127 Star Flower	9/18/2020	Y	Same	5/13/2021	Garage / shed disrepair
	317 Wild Senna	10/6/2022	Y	Same	12/2/2022	1. Rear bulky debris in view 2, Trash cans in view
blue Dodge Nitro LP# NJX 912	214 Wild Senna West	8/11/2020	Y	Same	10/2/2020	1. Front fence/gate disrepair 2. Lawn maintenance 3. Derelict vehicle w/flat tire parked in view.
<b>RESOLVED</b>						
NOTE	ADDRESS	DATE NOTIFIED	PHOTO	15 DAY CHECK		VIOLATION
	13708 Golden Flax	11/15/2023	N			Front various debris in view
	13725 Golden Flax	10/27/2023	N			1. Lawn overgrown 2. Mow back area
	13800 Golden Flax	10/27/2023	N			Lawn overgrown and in need of maintenance
	13817 Golden Flax	11/3/2023	N			1. Lawn overgrown 2. Mow back area
	13917 Golden Flax	11/10/2023	N			1. Front various debris in view
	14022 Golden Flax	11/3/2023	N			Rear various debris in view
	14034 Golden Flax	11/15/2023	N			Rear fence/gate is in a state of disrepair
	118 Mist Flower	10/20/2023	Y	Ext. 12/5/23		1. Rear fence/gate disrepair 2. Mow back area
	101 Segovia	10/20/2023	Y			Rear fence/gate is in a state of disrepair
	141 Segovia	7/18/2023	Y	Same	9/6/2023	2. Front bulky debris in view
	153 Segovia	11/9/2023	N			Lawn overgrown and in need of maintenance
	157 Segovia	11/3/2023	N			Rear bulky debris in view
	209 Segovia	11/3/2023	N			Rear bulky debris in view
	13705 Spring Heath	10/14/2023	Y			Front various debris in view
	13731 Spring Heath	11/15/2023	N			Front various debris in view
	13805 Spring Heath	10/27/2023	N			1. Lawn overgrown 2. Mow back area
	13812 Spring Heath	11/9/2023	N			1. Lawn overgrown 2. Mow back area
blue Mustang LP#PTN 0526	107 Star Flower	10/27/2023	N			1. Front bulky debris 2. Vehicle parked on lawn
	133 Wild Senna	11/3/2023	N			1. Lawn overgrown 2. Mow back area
	213 Wild Senna	11/9/2023	N			Rear bulky debris in view
	216 Wild Senna	10/27/2023	N			1. Lawn overgrown
	110 Wild Senna West	7/18/2023	Y	Same	9/7/2023	1. Rear fence/gate disrepair
	200 Wild Senna West	7/18/2023	Y	Ext 11/15/23	9/7/2023	Rear fence/gate is in a state of disrepair
	209 Wild Senna West	11/15/2023	N			Lawn overgrown and in need of maintenance
	303 Wild Senna West	9/28/2023	N			Lawn overgrown and in need of maintenance

**NORTHTOWN MUNICIPAL UTILITY DISTRICT  
RESTRICTIVE COVENANT VIOLATIONS – DECEMBER 2023**

<b>Address</b>	<b>Violation</b>	<b>NT First Notice Letter</b>	<b>A &amp; B Final Notice</b>	<b>Notice of Impending Litigation</b>	<b>A &amp; B Special Final Notice</b>	<b>Suit Filed</b>	<b>Contempt Letter</b>	<b>Status</b>
921 Grey Castle Drive	Lawn in need of maintenance	10/12/2023	11/3/2023					Deadline for compliance is as of 11/18/2023
15107 Lantern Drive	Debris in view, trash cans in view	10/12/2023	11/3/2023	12/8/2023				Deadline for compliance is as of 12/23/2023
13729 Lampting Drive	Lawn in need of maintenance	10/12/2023	11/3/2023	12/1/2023				Deadline for compliance is as of 12/16/2023
14912 Valerian Tea Drive	Debris in view, trash cans in view	10/18/2023	11/17/2023					Deadline for compliance is as of 12/2/2023
1601 Lady Grey Avenue	Boat and trailer in view	11/2/2023	12/1/2023					Deadline for compliance is as of 12/16/2023
126 Blue Flax Lane	Fence in disrepair, lawn in need of maintenance	11/6/2023	12/7/2023					Deadline for compliance is as of 12/22/2023

Address	Violation	NT First Notice Letter	A & B Final Notice	Notice of Impending Litigation	A & B Special Final Notice	Suit Filed	Contempt Letter	Status
214 Wild Senna Drive	Derelict and unregistered vehicle, lawn in need of maintenance, fence in disrepair	12/11/2019	1/3/2020	2/5/2020 8/31/2023	3/18/2020			Deadline for compliance for SECOND NOIL is as of 9/15/2023
214 Wild Senna Drive	Fence in disrepair, lawn in need of maintenance	9/15/2020	10/26/2020	8/31/2023				Deadline for compliance is as of 9/15/2023
1324 Peppermint Trail	Trailer in view	12/1/2022	12/28/2022	1/24/2023	2/27/2023 4/6/2023			Deadline for compliance for SECOND Special Final Notice is as of 4/20/2023 <b>*Monitoring*</b>
609 Tudor House Road	Lawn in need of maintenance; trash cans in view	9/7/2023	9/29/2023	10/19/2023	11/13/2023			Deadline for compliance for Special Final Notice is as of 11/27/2023
13901 Golden Flax Trail	Fence in disrepair	9/15/2023	10/13/2023	11/7/2023	12/7/2023			Deadline for Special Final Notice compliance is as of 12/21/2023

**NORTHTOWN MUNICIPAL UTILITY DISTRICT  
RESTRICTIVE COVENANT VIOLATIONS LAWSUITS – DECEMBER 2023**

<b>Address</b>	<b>Violation</b>	<b>NT First Notice Letter</b>	<b>A &amp; B Final Notice</b>	<b>Notice of Impending Litigation</b>	<b>A &amp; B Special Final Notice</b>	<b>Suit Filed</b>	<b>Status</b>
127 Star Flower Way	Exterior Maintenance – Garage in Disrepair	4/5/2021	5/20/2021	6/16/2021	7/14/2021	1/20/2022	Law Suit approved by subcommittee on 01/18/2022. Suit filed on 01/20/2022.
105 Segovia Way	Lawn in need of maintenance, fence in disrepair	7/16/2020	8/26/2020	10/28/2020	12/10/2020	1/20/2022	Law Suit approved by subcommittee on 01/18/2022. Suit filed on 01/20/2022.
114 Blue Flax Lane	Fence in disrepair	3/6/2023	4/3/2023	5/1/2023	6/2/2023	9/25/2023	Law Suit approved by subcommittee on 09/18/2023. Suit filed on 09/25/2023.
317 Wild Senna Drive	Debris in view, garbage cans in view	11/9/2022	12/7/2022	1/23/2023	2/21/2023	9/25/2023	Initial Disclosures due 11/27/2023. Plaintiff's Initial Disclosures filed 11/6/2023
802 Dawlish Drive	Debris in view; fence/ gate in disrepair	5/26/2022	6/28/2022	7/28/2022 8/30/2022	9/27/2022	9/25/2023	Law Suit approved by subcommittee on 09/18/2023. Suit filed on 09/25/2023.
909 Rocking Spur Cove	Derelict and unregistered vehicle	1/23/2023	3/2/2023	4/6/2023	5/5/2023	9/25/2023	Law Suit approved by subcommittee on 09/18/2023. Suit filed on 09/25/2023.

# District Manager

## Monthly Expense Approvals

\$5000.00 per month - Approval by BOD 10-25-23

Emergency \$2000.00 per month w/1 director notified - Approved by BOD 4-28-15

<i>OFFICE PURCHASES</i>			
DATE	ITEM	PURPOSE	AMOUNT
	Subtotal		<u>\$0.00</u>
<i>PARKS &amp; MAINTENANCE PURCHASES</i>			
DATE	ITEM	PURPOSE	AMOUNT
12/6/23	Trash bags (6), graffiti paint (7 gal), bar oil, paint trays (2), toller wand (2), roller pads (4), toilet paper (82), light bulbs (4), wax, wax pads, cord timer (2), ext cord, WD 40, tree, work gloves (2), gap filler (2)	Restock	\$836.53
	Subtotal		<u>\$836.53</u>
	<b>Grand Total for the Month</b>		<b>\$836.53</b>

# District Manager

## Monthly Expense Approvals

\$5000.00 per month - Approval by BOD 10-25-23

Emergency \$2000.00 per month w/1 director notified - Approved by BOD 4-28-15

<i>OFFICE PURCHASES</i>			
DATE	ITEM	PURPOSE	AMOUNT
11/3/23	Stamps (2 rolls)	Mail	\$132.00
	Subtotal		<u>\$132.00</u>
<i>PARKS &amp; MAINTENANCE PURCHASES</i>			
DATE	ITEM	PURPOSE	AMOUNT
11/1/23	Mount ATV tires (2) & disposal fee	Replace ATV tires	\$76.00
11/7/23	Mutt Mitts (3 cases), locking key box, compression outlet valve	Restock, organize and repair	\$434.85
11/8/23	Overhead cam generator engine, oil control switch	Repair gas generator	\$59.49
11/8/23	Diesel Fuel	ATV's	\$120.00
11/9/23	"No Fireworks on District Parks and Trails" signs (10)	Prevent fireworks on Holidays	\$169.90
11/10/23	HEB Gift card	Fuel	\$50.00
11/30/23	Diesel Fuel	ATV's	\$65.00
	Subtotal		<u>\$975.24</u>
	<b>Grand Total for the Month</b>		<b><u>\$1,107.24</u></b>





P.O. Box 17126  
 Austin, TX 78760  
 (800) 375-8375 Toll Free  
 (512) 421-1340 Office

texasdisposal.com

**Northtown MUD  
 2023 - Quarterly Operations Reports**

<b>First Quarter 2023</b>						
<b>Month</b>	<b>Bulky Pick Ups</b>	<b>Misses</b>	<b>Courtesy Clean Ups</b>	<b>Cart DEL</b>	<b>Cart Swaps</b>	<b>Cart TERMS</b>
January	61	10	42	10	37	8
February	96	5	7	34	29	10
March	60	23	12	20	11	3
<b>Totals</b>	<b>217</b>	<b>38</b>	<b>61</b>	<b>64</b>	<b>77</b>	<b>21</b>

<b>Second Quarter 2023</b>						
<b>Month</b>	<b>Bulky Pick Ups</b>	<b>Misses</b>	<b>Courtesy Clean Ups</b>	<b>Cart DEL</b>	<b>Cart Swaps</b>	<b>Cart TERMS</b>
April	64	4	7	21	25	29
May	51	8	4	20	26	8
June	65	17	17	29	19	7
<b>Totals</b>	<b>180</b>	<b>29</b>	<b>28</b>	<b>70</b>	<b>70</b>	<b>44</b>

<b>Third Quarter 2023</b>						
<b>Month</b>	<b>Bulky Pick Ups</b>	<b>Misses</b>	<b>Courtesy Clean Ups</b>	<b>Cart DEL</b>	<b>Cart Swaps</b>	<b>Cart TERMS</b>
July	57	5	11	24	30	1
August	32	6	6	46	19	8
September	56	8	4	13	15	5
<b>Totals</b>	<b>145</b>	<b>19</b>	<b>21</b>	<b>83</b>	<b>64</b>	<b>14</b>

<b>Fourth Quarter 2023</b>						
<b>Month</b>	<b>Bulky Pick Ups</b>	<b>Misses</b>	<b>Courtesy Clean Ups</b>	<b>Cart DEL</b>	<b>Cart Swaps</b>	<b>Cart TERMS</b>
October	42	5	4	21	23	2
November	40	6	7	30	78	1
December						
<b>Totals</b>	<b>82</b>	<b>11</b>	<b>11</b>	<b>51</b>	<b>101</b>	<b>3</b>

<b>2023</b>						
<b>TOTALS</b>	<b>624</b>	<b>97</b>	<b>121</b>	<b>268</b>	<b>312</b>	<b>82</b>

## Northtown- 2023 Operations Report November

### Courtesy Pick-ups

CUST #	CUST NAME	ADDRESS		DATE	ACTION	W/O#
61214	HARRIS	14325	ALDERMINSTER	11/10/2023	96G TRASH CLEANUP	7567281
69319	TIEU	1208	BATTENBURG	11/17/2023	96G RECY CLEANUP	7572204
70684	ZARATE	13908	GREINERT	11/24/2023	96G TRASH CLEANUP	7580579
71150	MENDOZA	13920	MARICELLA	11/24/2023	96G TRASH CLEANUP	7582015
72075	GUERRA VILLAR	903	CRIEFF CROSS	11/10/2023	96G RECY CLEANUP	7556143
75029	GOLDSMITH	301	TUDOR HOUSE	11/3/2023	96G RECY CLEANUP	7532523
101761	PEREZ	1813	GOLDEN SUNRISE	11/24/2023	96G TRASH CLEANUP	7584161

### Bulky Waste

CUST #	CUST NAME	ADDRESS		DATE	ACTION	W/O#
61270	HERNANDEZ	14908	ANTIQUÉ FINISH	11/10/2023	BULKY WASTE SRVC	7569865
70621	BOTELLO	907	FLATTERS	11/17/2023	BULKY WASTE SRVC	7569612
70715	BRAVO	14413	HARCOURT HOUSE	11/10/2023	BULKY WASTE SRVC	7567365
70791	CORONADO	14034	LAMPTING	11/10/2023	BULKY WASTE SRVC 6CY	7557674
70925	DOWNES	14404	LEMONGRASS	11/3/2023	BULKY WASTE SRVC	7551641
71102	WIDIGER	13801	LOTHIAN	11/3/2023	BULKY WASTE SRVC	7554096
71384	QUEST	15104	PLOWSHARE	11/24/2023	BULKY WASTE SRVC	7584149
71384	QUEST	15104	PLOWSHARE	11/28/2023	BULKY WASTE SRVC	7587987
71453	WALKER	908	ROCKING SPUR	11/10/2023	BULKY WASTE SRVC *COUR	7569244
71657	POPE	911	TAYSIDE	11/7/2023	BULKY WASTE SRVC	7563238
72063	WALLACE	14012	CONNER DOWNS	11/24/2023	BULKY WASTE SRVC	7583305
72787	MARTIN	1013	GREY CASTLE	11/24/2023	BULKY WASTE SRVC	7581094
73650	RUIZ	1921	WHITTARD OF CHELSE	11/10/2023	BULKY WASTE SRVC	7566724
73935	WASHINGTON	1813	WHITTARD OF CHELSE	11/3/2023	BULKY WASTE SRVC	7552352
77869	BENI	1401	SWEET LEAF	11/17/2023	BULKY WASTE SRVC	7577379
77997	OCAMPO	13618	MERSEYSIDE	11/10/2023	BULKY WASTE SRVC	7565057
84300	COCO	1121	DARJEELING	11/10/2023	BULKY WASTE SRVC	7557873
85281	HOLLIFIELD	1812	DARJEELING	11/3/2023	BULKY WASTE SRVC	7532818
88066	BASHELOR	1524	WHITTARD OF CHELSE	11/3/2023	BULKY WASTE SRVC	7556364
89319	WESTOVER	14401	SPEARMINT TEA	11/3/2023	BULKY WASTE SRVC	7555292
93086	RODRIGUEZ	1016	CORONATION	11/3/2023	BULKY WASTE SRVC	7552710
93336	HALLAK	1013	CORONATION	11/17/2023	BULKY WASTE SRVC	7570459
93336	HALLAK	1013	CORONATION	11/24/2023	BULKY WASTE SRVC	7583084
98635	LAWRENCE	14013	HARRIS RIDGE	11/24/2023	BULKY WASTE SRVC	7582272
99755	SATTERWHITE	1105	PEPPERMINT	11/10/2023	BULKY WASTE SRVC	7568089
100428	LOVE	14109	MERSEYSIDE	11/24/2023	BULKY WASTE SRVC	7581334
102026	HERNANDEZ	14800	LIPTON	11/3/2023	BULKY WASTE SRVC	7553247
106474	DOMINGUEZ	421	SWEET LEAF	11/24/2023	BULKY WASTE SRVC	7581092
107385	ESCALERA	1624	TEA LEAF	11/10/2023	BULKY WASTE SRVC	7564080
107385	ESCALERA	1624	TEA LEAF	11/17/2023	BULKY WASTE SRVC	7565368
115057	PLOTT	14524	HARRIS RIDGE	11/3/2023	BULKY WASTE SRVC	7552824

117405	HAM	809	MAHOMET	11/3/2023	BULKY WASTE SRVC	7557047
124122	SANCHEZ	217	SWEET LEAF	11/3/2023	BULKY WASTE SRVC	7552973
124899	SAPPERSTEIN	305	SWEET LEAF	11/10/2023	BULKY WASTE SRVC	7564519
143832	MCCORMICK	14400	CHARLES DICKENS	11/17/2023	BULKY WASTE SRVC	7573402
145540	DEHKORDI	817	OATMEAL	11/3/2023	BULKY WASTE SRVC	7535083
145879	TRAN	14701	FAIRLAND	11/10/2023	BULKY WASTE SRVC	7566723
158887	LEE	1109	STRICKLING	11/3/2023	BULKY WASTE SRVC	7553962
249481	FLANCE	14100	PURPLE AZALEA	11/10/2023	BULKY WASTE SRVC	7564505
256153	MASIP	14208	SILVER LACE	11/10/2023	BULKY WASTE SRVC	7569508

**Missed Pick-ups**

CUST #	CUST NAME	ADDRESS	DATE	ACTION	W/O#	
61214	HARRIS	14325	ALDERMINSTER	11/7/2023	96G TRASH MISS	7564113
69319	TIEU	1208	BATTENBURG	11/7/2023	96G RECY MISS	7563400
69319	TIEU	1208	BATTENBURG	11/14/2023	96G RECY MISS	7572194
84434	OLALADE	14708	ENGLISH ROSE	11/14/2023	96G TRASH MISS	7572044
100142	CHAVIRA	13608	HARRIS RIDGE	11/14/2023	96G RECY MISS	7573082
302158	CHONG	14507	JEFFERSON CRAIG	11/14/2023	96G RECY MISS	7573371

**Cart Deliveries**

CUST #	CUST NAME	ADDRESS	DATE	ACTION	W/O#	
70905	ABULEZAM	15205	LANTERN	11/29/2023	96G RES RECY CART DLVR	7589056
71242	GUERRERO	14026	MARICELLA	11/16/2023	96G RES TRASH CART DLVR	7575806
71311	HOWARD	14012	MERSEYSIDE	11/16/2023	96G RES TRASH CART DLVR	7575532
71428	MARSHALL	13907	RANDALSTONE	11/22/2023	96G RES TRASH CART DLVR	7580541
72075	GUERRA VILLAR	903	CRIEFF CROSS	11/7/2023	96G RES TRASH CART DLVR	7556622
72075	GUERRA VILLAR	903	CRIEFF CROSS	11/7/2023	96G RES RECY CART DLVR	7556622
72075	GUERRA VILLAR	903	CRIEFF CROSS	11/7/2023	96G RES TRASH CART DLVR	7556844
87121	URCH	14521	SPEARMINT TEA	11/25/2023	96G RES TRASH CART DLVR	7584830
308176	KHANAL	14510	JACKSON BROWNING	11/14/2023	96G RES TRASH CART DLVR	7573120
308176	KHANAL	14510	JACKSON BROWNING	11/14/2023	96G RES RECY CART DLVR	7573120
308663	POTHURI	14602	JACKSON BROWNING	11/7/2023	96G RES TRASH CART DLVR	7563609
308663	POTHURI	14602	JACKSON BROWNING	11/7/2023	96G RES RECY CART DLVR	7563609
308671	VENKATARAMA	14600	JACKSON BROWNING	11/7/2023	96G RES TRASH CART DLVR	7563731
308671	VENKATARAMA	14600	JACKSON BROWNING	11/7/2023	96G RES RECY CART DLVR	7563731
308748	NGHI	14604	JEFFERSON CRAIG	11/7/2023	96G RES TRASH CART DLVR	7565569
308748	NGHI	14604	JEFFERSON CRAIG	11/7/2023	96G RES RECY CART DLVR	7565569
308846	FRANCIS JODIE	14609	JACKSON BROWNING	11/10/2023	96G RES TRASH CART DLVR	7568507
308846	FRANCIS JODIE	14609	JACKSON BROWNING	11/10/2023	96G RES RECY CART DLVR	7568507
309017	VU	14603	JACKSON BROWNING	11/16/2023	96G RES TRASH CART DLVR	7575031
309017	VU	14603	JACKSON BROWNING	11/16/2023	96G RES RECY CART DLVR	7575031
309026	THI	611	LOGAN JAMES	11/16/2023	96G RES TRASH CART DLVR	7575496
309026	THI	611	LOGAN JAMES	11/16/2023	96G RES RECY CART DLVR	7575496
309083	CHEN	612	SHANNON ELISE	11/17/2023	96G RES TRASH CART DLVR	7577926
309083	CHEN	612	SHANNON ELISE	11/17/2023	96G RES RECY CART DLVR	7577926

309098	TALEB	14600	JEFFERSON CRAIG	11/17/2023	96G RES TRASH CART DLVR	7577956
309098	TALEB	14600	JEFFERSON CRAIG	11/17/2023	96G RES RECY CART DLVR	7577956
309268	KATRAGADDA	14500	JACKSON BROWNING	11/22/2023	96G RES TRASH CART DLVR	7582629
309268	KATRAGADDA	14500	JACKSON BROWNING	11/22/2023	96G RES RECY CART DLVR	7582629
309343	KAUR	14601	JEFFERSON CRAIG	11/25/2023	96G RES TRASH CART DLVR	7584861
309343	KAUR	14601	JEFFERSON CRAIG	11/25/2023	96G RES RECY CART DLVR	7584861

**Cart Swaps**

CUST #	CUST NAME	ADDRESS	DATE	ACTION	W/O#
61267	POSTMA	14900 ANTIQUE FINISH	11/17/2023	SWAP 9Y CART FOR SAME	7572756
61796	ARNDT	125 BLUE FLAX	11/10/2023	SWAP 9T CART FOR SAME	7552691
61868	MENESES	13914 CAMBOURNE	11/10/2023	SWAP 9T CART FOR SAME	7553035
61871	CASTRO	907 CASTLETON	11/10/2023	SWAP 9T CART FOR SAME	7554505
69464	RUSSELL	13615 LETTI	11/10/2023	SWAP 9T CART FOR SAME	7554494
70611	SUMBLES	13717 GOLDEN FLAX	11/10/2023	SWAP 9T CART FOR SAME	7552680
70653	OLIVAREZ	13805 GOLDEN FLAX	11/10/2023	SWAP 9T CART FOR SAME	7552697
70688	MUELLER	13912 GREINERT	11/17/2023	SWAP 9T CART FOR SAME	7552603
70726	DIAZ	13714 LAMPTING	11/17/2023	SWAP 9T CART FOR SAME	7553025
70734	BROWER	13726 LAMPTING	11/17/2023	SWAP 9T CART FOR SAME	7552919
70739	FLORES	13736 LAMPTING	11/17/2023	SWAP 9T CART FOR SAME	7552592
70994	GONZALEZ	133 SEGOVIA	11/17/2023	SWAP 9T CART FOR SAME	7552696
71059	LINDSEY	13704 LETTI	11/10/2023	SWAP 9T CART FOR SAME	7554515
71114	KENNEDY	13812 LOTHIAN	11/10/2023	SWAP 9T CART FOR SAME	7554609
71148	SANCHEZ	13916 MARICELLA	11/3/2023	SWAP 9T CART FOR SAME	7552908
71243	TELLEZ	14029 MARICELLA	11/3/2023	SWAP 9T CART FOR SAME	7552586
71285	GONZALES	13906 MERSEYSIDE	11/10/2023	SWAP 9T CART FOR SAME	7553001
71472	LECHUGA	101 SEGOVIA	11/17/2023	SWAP 9Y CART FOR SAME	7552016
71478	MORENO	117 SEGOVIA	11/17/2023	SWAP 9T CART FOR SAME	7552675
71611	THOMAS	13812 SPRING HEATH	11/17/2023	SWAP 9T CART FOR SAME	7552689
71611	THOMAS	13812 SPRING HEATH	11/25/2023	SWAP 9Y CART FOR SAME	7573427
71617	VIERA	13824 SPRING HEATH	11/17/2023	SWAP 9T CART FOR SAME	7574980
71740	ARELLANO	800 DAWLISH	11/10/2023	SWAP 9T CART FOR SAME	7553031
71744	AGUERO	13803 MERSEYSIDE	11/10/2023	SWAP 9T CART FOR SAME	7563831
71744	AGUERO	13803 MERSEYSIDE	11/10/2023	SWAP 9Y CART FOR SAME	7563834
71775	WESSEL	107 WILD SENNA	11/10/2023	SWAP 9T CART FOR SAME	7552674
71783	ADAMS	116 WILD SENNA	11/10/2023	SWAP 9T CART FOR SAME	7552679
71849	DURON	317 WILD SENNA	11/17/2023	SWAP 9T CART FOR SAME	7552693
71853	MARTINEZ	324 WILD SENNA	11/17/2023	SWAP 9T CART FOR SAME	7552683
72039	STERLING	13912 CONNER DOWNS	11/10/2023	SWAP 9T CART FOR SAME	7554483
72055	ROBINSON	13933 CONNER DOWNS	11/10/2023	SWAP 9T CART FOR SAME	7552915
72057	KREBUSZEWSKI	14003 CONNER DOWNS	11/17/2023	SWAP 9T CART FOR SAME	7552990
72115	CARDENAS	13813 GREINERT	11/17/2023	SWAP 9T CART FOR SAME	7552605
72229	SMOOT	13620 MERSEYSIDE	11/10/2023	SWAP 9T CART FOR SAME	7552925
74297	IDEN	14809 HYSON	11/29/2023	SWAP 9T CART FOR SAME	7586647
74623	NUYEN	15208 HYSON	11/17/2023	SWAP 9T CART FOR SAME	7574898
77997	OCAMPO	13618 MERSEYSIDE	11/10/2023	SWAP 9T CART FOR SAME	7553011

88550	WATKINS	1537	LADY GREY	11/17/2023	SWAP 9T CART FOR SAME	7574133
89502	HERNANDEZ-OR	1325	CORONATION	11/3/2023	SWAP 9T CART FOR SAME	7557756
95907	LOTT	13724	HARRIS RIDGE	11/10/2023	SWAP 9T CART FOR SAME	7552922
96242	ANODERE	900	CRIEFF CROSS	11/10/2023	SWAP 9T CART FOR SAME	7554613
97964	BELLA REAL EST	13712	HARRIS RIDGE	11/10/2023	SWAP 9T CART FOR SAME	7552599
98298	WATKINS	13913	HARRIS RIDGE	11/10/2023	SWAP 9T CART FOR SAME	7552601
98635	LAWRENCE	14013	HARRIS RIDGE	11/3/2023	SWAP 9T CART FOR SAME	7552602
100427	VO	801	FLATTERS	11/3/2023	SWAP 9T CART FOR SAME	7553007
100428	LOVE	14109	MERSEYSIDE	11/3/2023	SWAP 9T CART FOR SAME	7553023
101212	THOMAS	14001	CAMBOURNE	11/3/2023	SWAP 9T CART FOR SAME	7552606
101753	GHARTI	812	FLATTERS	11/3/2023	SWAP 9T CART FOR SAME	7553005
101761	PEREZ	1813	GOLDEN SUNRISE	11/25/2023	SWAP 9T CART FOR SAME	7584159
103899	RIVERA	808	FLATTERS	11/3/2023	SWAP 9T CART FOR SAME	7553019
104721	GOODWIN MAN	14000	CAMBOURNE	11/3/2023	SWAP 9T CART FOR SAME	7552998
110339	ZAPATA	901	SEBASTIAN	11/3/2023	SWAP 9T CART FOR SAME	7552917
112996	HORNE	809	SEBASTIAN	11/3/2023	SWAP 9T CART FOR SAME	7553034
114367	WALDEN	813	MAHOMET	11/25/2023	SWAP 9Y CART FOR SAME	7573416
114899	WASHINGTON	14517	HARRIS RIDGE	11/17/2023	SWAP 9Y CART FOR SAME	7553033
117058	SCOTT	704	JANE AUSTEN	11/3/2023	SWAP 9T CART FOR SAME	7552992
117192	WILLIS	14408	HARRIS RIDGE	11/3/2023	SWAP 9T CART FOR SAME	7552583
117275	FAULK	816	MAHOMET	11/25/2023	SWAP 9Y CART FOR SAME	7573424
118276	ROGERS	14404	HARRIS RIDGE	11/3/2023	SWAP 9T CART FOR SAME	7552995
120724	PHAM	601	SWEET LEAF	11/3/2023	SWAP 9T CART FOR SAME	7557422
120726	YUNUS SATTAR	821	MAHOMET	11/25/2023	SWAP 9Y CART FOR SAME	7573422
120819	ROBERTS	14404	CHARLES DICKENS	11/3/2023	SWAP 9T CART FOR SAME	7553028
120861	PHIFER-DAVIS	14417	CHARLES DICKENS	11/3/2023	SWAP 9T CART FOR SAME	7554489
121186	BILLIOT	14221	NARUNA	11/10/2023	SWAP 9T CART FOR SAME	7564043
121759	RESIDENT	708	JANE AUSTEN	11/17/2023	SWAP 9Y CART FOR SAME	7556833
123850	FINDLEY	14412	CHARLES DICKENS	11/3/2023	SWAP 9T CART FOR SAME	7553029
124080	BROWN	14604	WALT WHITMAN	11/17/2023	SWAP 9Y CART FOR SAME	7552561
124579	BROBERG	14512	CHARLES DICKENS	11/3/2023	SWAP 9T CART FOR SAME	7553010
124632	WILLIS	14600	WALT WHITMAN	11/17/2023	SWAP 9Y CART FOR SAME	7551948
124632	WILLIS	14600	WALT WHITMAN	11/17/2023	SWAP 9Y CART FOR SAME	7552558
127000	GREER	901	MAHOMET	11/25/2023	SWAP 9Y CART FOR SAME	7573412
130754	NEGRON	904	MAHOMET	11/25/2023	SWAP 9Y CART FOR SAME	7573421
149958	MANION	14613	LAKE VICTOR	11/25/2023	SWAP 9Y CART FOR SAME	7573413
244564	ALVERADO	14124	PURPLE AZALEA	11/3/2023	SWAP 9T CART FOR SAME	7552672
250891	RIVERA	109	LEMON LIGHT	11/3/2023	SWAP 9T CART FOR SAME	7552686
252797	PURUSHOTTAM	113	LEMON LIGHT	11/10/2023	SWAP 9Y CART FOR SAME	7553027
253822	TAGGE	112	LEMON LIGHT	11/3/2023	SWAP 9T CART FOR SAME	7552670
308066	PEACOCK	14504	JEFFERSON CRAIG	11/17/2023	SWAP 9Y CART FOR SAME	7578047

**Cart Terms**

CUST #	CUST NAME	ADDRESS	DATE	ACTION	W/O#	
71428	MARSHALL	13907	RANDALSTONE	11/17/2023	CART 9T TERM	7565140





Date	Truck #	Route	Ticket #	Tonnage on Route
11/3/2023	41131	A515	315263	4.92
11/3/2023	41087	A515	315303	2.54
11/3/2023	41131	A515	315306	2.62
11/3/2023	41084	A514	315307	6.7
11/10/2023	41108	A514	315903	6.72
11/10/2023	44078	A514	315904	3.37
11/17/2023	42008	A515	316491	2.58
11/17/2023	41131	A515	316520	6.34
11/24/2023	42010	A514	316990	1.45
11/24/2023	41139	A514	317055	2.91
11/24/2023	41126	A515	317060	3.35

**Total Recycle Tonnage 33.42**

Total Northtown Containers	3292
/Total containers on all routes	3910
<hr/>	
% of Northtown containers in routes	84.19%
Total Tonnage	33.42
X % of Northtown containers in routes	84.19%
<b>Estimated recycle tonnage</b>	<b>28.14</b>
<hr/>	



P.O. Box 3639  
Cedar Park, Texas 78630

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**DATE:** December 11, 2023  
**TO:** Northtown Municipal Utility District  
Board of Directors  
**FROM:** Scott J. Foster, P.E.  
**RE:** Northtown MUD – Engineer’s Report for the December 2023 Board Meeting

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**Report from District Engineer, including:**

***a) Development Updates;***

***i) Village at Northtown Section 2 (Condominiums);***

Revised plans were submitted to the District which reduced the density of the project from 63 units to 43 units. Due to the reduction in density, a portion of the previously paid parkland fees were refunded at the July 2023 meeting.

The Board approved the award of the contract at the May 2023 meeting. Construction started in July 2023 and is expected to be completed by early 2024. There are no change orders or pay estimates provided for the District’s consideration.

There is a previously dedicated drainage easement (Doc. No. 2015137236) that is no longer required which was approved to be released at the October 2023 Board Meeting.

***ii) Village at Northtown Multifamily (North Wells Branch/The Parker), including easements and construction agreements;***

Phase 2 of the project is expected to start construction late-2023. The restrictive covenant review is pending final approval. A variance request to reduce the building setback (Section 10c – 30 feet required) from District parkland was approved at the March 1, 2023 Board Meeting.

***iii) Village at Northtown Multifamily (Edenbrook), including easements and restrictive covenants;***

Construction has started and is expected to last into 2024.

***iv) The Lakes Retail Center;***

The project started construction in May 2022 and is expected to be completed in the early 2024.

***v) Avalon Bay Multifamily;***

Construction plans have been submitted and reviewed for the first phase of the project, and construction is expected start in early 2024. The plans are still pending technical approval and the approval of the restrictive covenant submittal. The required easements and restrictive covenant have been recorded.

At the April 2023 Board meeting, it was discussed that a portion of the project was anticipated to have increased parkland fees. Upon further discussion with the developer, it appears that there was an omission in their original plans which should have identified the correct number of units.

**vi) *JD's Supermarket Dessau;***

Construction plans were submitted and the review placed on hold pending the receipt of updated documents from the applicant. The applicant has not responded to multiple requests for updates and the documents. As a result, this project is now considered dormant until further action by the applicant occurs. As discussed at the October 2023 Board meeting, the property owner may be considering a change of use for the tract.

**b) *MS4 Compliance Matters;***

The TCEQ requires an annual report be filed which summarizes the District's MS4 related activities. The authorized report will be completed and filed with the TCEQ prior to the March 203 deadline.

A summary of compliance matters has been provided under separate cover.

**c) *Parks Master Plan;***

The infrastructure committee is in the process of negotiating a scope of services and contract with the selected consultant. Additional updates will be provided at the Board meeting.

**d) *Surplus Bond Matters;***

Jones-Heroy & Associates, Inc. is coordinating the gathering of information to prepare the necessary documents for the TCEQ's approval. Additional assistance will be required by the District's existing consultants and advisors. It is expected that the application could be submitted by late Q1 of 2024.

# **Northtown Municipal Utility District**

## **Accounting Report**

**December 20, 2023**

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- Review Cash Activity Report, including Receipts and Expenditures.

- Action Items:

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





**Northtown Municipal Utility District**  
**Cash Activity Report - ABC Bank Manager's Account**  
**October 31, 2023 - December 20, 2023**

	<b>General Fund Manager's Account</b>																																														
<b>Cash Balance - October 31, 2023</b>	<b>\$ 291,630.51</b>																																														
<b>Subsequent Activity</b>	<b>1,769.92</b>																																														
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<b>Subtotal</b>	<b>(108,263.85)</b>																																														
<b>Transfers to be approved</b>	<b>408,193.52</b>																																														
Transfer for expenditures approved 12/20/2023 from Logic Operating	365,193.52																																														
Transfer Funds from Logic Operating	43,000.00																																														
<b>Projected Balance as of December 20, 2023</b>	<b>\$ 299,929.67</b>																																														

**Northtown Municipal Utility District**  
**Cash Activity Report - ABC Bank Customer Refund Account**  
**November 30, 2023 - December 20, 2023**

	<b>General Fund</b>
	<b>Customer Refund Account</b>
<b>Cash Balance - November 30, 2023</b>	<b>\$ 6,046.55</b>
<b>Expenditures to be Approved at December 20, 2023 Meeting</b>	<b>(3,322.50)</b>
Austin Lone Star Realty	Customer Refund (55.32)
Carr, Taishi	Customer Refund (22.97)
Drisdale, Tybresha	Customer Refund (293.41)
Duehring, Joshua	Customer Refund (108.37)
Duran, Fernando Marin	Customer Refund (94.80)
English, Gayle	Customer Refund (212.13)
Gonzalez, Guadalupe	Customer Refund (126.57)
Monroy, Gloria	Customer Refund (46.96)
Parker, Darlene	Customer Refund (48.22)
Pure Operating, LLC	Customer Refund (87.40)
Raines, Sandra	Customer Refund (27.61)
Reed, Ai-Ching	Customer Refund (96.97)
Salinas, Ernesto	Customer Refund (65.51)
Settembrino, Yvonne	Customer Refund (714.95)
Sollace, Jessica	Customer Refund (125.33)
Stone Oak Property Management	Customer Refund (105.60)
Tanner, Doyle	Customer Refund (12.95)
Villa, Aimee	Customer Refund (916.51)
Williams, Ashley	Customer Refund (81.54)
Womack, Courtney	Customer Refund (79.38)
<b>Total Expenditures</b>	<b>(3,322.50)</b>
<b>Subtotal</b>	<b>2,724.05</b>
<b>Transfers to be approved - from TexPool Operating Account</b>	<b>4,000.00</b>
<b>Projected Balance as of December 20, 2023</b>	<b>\$ 6,724.05</b>

**Northtown Municipal Utility District**  
**Cash Activity Report - ABC Bank Park Fund Account**  
**November 30, 2023 - December 20, 2023**

	<u>ABC Bank</u> <u>Park</u> <u>Account</u>
<b>Cash Balance - November 30, 2023</b>	<b>\$ 49,950.00</b>
<b>Projected Balance as of December 20, 2023</b>	<b>\$ 49,950.00</b>

**Northtown Municipal Utility District  
Cash/Investment Activity Report  
November 30, 2023 - December 20, 2023**

	Interest Rate	Maturity Date	Balance 11/30/2023	Subsequent Receipts	Subsequent Disbursements	Subtotal	Transfers to be 12/20/2023	Projected Balance 12/20/2023
<b>General Fund -</b>								
ABC Bank - Operating Account	0.0000%	N/A	\$ 148,802.93	\$ -	\$ -	\$ 148,802.93	\$ (145,000.00) (1)	\$ 3,802.93
ABC Bank - Manager's Account	0.0000%	N/A	293,400.43	-	(401,664.28)	(108,263.85)	408,193.52 (2)(3)	299,929.67
ABC Bank - Customer Refunds	0.0000%	N/A	6,046.55	-	(3,322.50)	2,724.05	4,000.00 (4)	6,724.05
PNC Bank Lockbox	0.0000%	N/A	111,056.23	103,861.96	-	214,918.19	(200,000.00) (5)	14,918.19
Logic Operating - 01	5.5380%	N/A	14,232,750.35	-	-	14,232,750.35	(408,193.52) (2)(3)	13,824,556.83
TexPool Operating	5.3713%	N/A	1,900,282.45	-	-	1,900,282.45	341,000.00 (1)(4)(5)	2,241,282.45
TexPool Fiscal Surety Trail Easement	5.3713%	N/A	109,707.65	-	-	109,707.65	-	109,707.65
<b>Total - General Fund</b>			<b>16,802,046.59</b>	<b>103,861.96</b>	<b>(404,986.78)</b>	<b>16,500,921.77</b>	<b>-</b>	<b>16,500,921.77</b>
<b>Park Fund -</b>								
ABC Bank - Park Account	0.0000%	N/A	49,950.00	-	-	49,950.00	-	49,950.00
Logic - Park Fund - 02	5.5380%	N/A	49,872.26	-	-	49,872.26	-	49,872.26
TexPool Park	5.3713%	N/A	4,818.13	-	-	4,818.13	-	4,818.13
<b>Total - Park Fund</b>			<b>104,640.39</b>	<b>-</b>	<b>-</b>	<b>104,640.39</b>	<b>-</b>	<b>104,640.39</b>
<b>Debt Service Fund -</b>								
Logic - Tax Account	5.5380%	N/A	15,587.48	-	-	15,587.48	-	15,587.48
Logic - Debt Service	5.5380%	N/A	945,557.14	-	-	945,557.14	-	945,557.14
TexPool - SR 2020 Cap Int	5.3713%	N/A	169,429.04	-	-	169,429.04	-	169,429.04
<b>Total - Debt Service Fund</b>			<b>1,130,573.66</b>	<b>-</b>	<b>-</b>	<b>1,130,573.66</b>	<b>-</b>	<b>1,130,573.66</b>
<b>Capital Project Fund -</b>								
Logic - SR 2011 CPF	5.5380%	N/A	2,645.51	-	-	2,645.51	-	2,645.51
TexPool - SR 2020 CPF	5.3713%	N/A	4,680,614.59	-	-	4,680,614.59	-	4,680,614.59
<b>Total - Capital Project Fund</b>			<b>4,683,260.10</b>	<b>-</b>	<b>-</b>	<b>4,683,260.10</b>	<b>-</b>	<b>4,683,260.10</b>
<b>Total - All Funds</b>			<b>\$ 22,720,520.74</b>	<b>\$ 103,861.96</b>	<b>\$ (404,986.78)</b>	<b>\$ 22,419,395.92</b>	<b>\$ -</b>	<b>\$ 22,419,395.92</b>

- (1) To transfer funds from ABC Bank Operating to TexPool General Operating Account: \$145,000.00  
(2) To transfer funds from Logic Operating Account to ABC Bank Manager's Account: \$365,193.52  
(3) To transfer funds from Logic Operating Account to ABC Bank Manager's Account: \$43,000.00  
(4) To transfer funds from TexPool Operating Account to ABC Bank Customer Refund Account: \$4,000.00  
(5) To transfer funds from PNC Bank Lockbox Account to TexPool Operating: \$200,000.00

flock safety



EXHIBIT A  
**ORDER FORM**

Customer: TX - Northtown Municipal Utility District  
Legal Entity Name: TX - Northtown Municipal Utility District  
Accounts Payable Email: tricia@bottdouthitt.com  
Address: c/o Armbrust & Brown, PLLC,  
100 Congress Avenue, Suite 1300, Austin, Texas  
78701

Initial Term: 12 Months  
Renewal Term: 12 Months  
Payment Terms: Net 30  
Billing Frequency: Annual Plan - First Year Invoiced at Signing.  
Retention Period: 30 Days

**Hardware and Software Products**

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
<b>Flock Safety Platform</b>			<b>\$30,000.00</b>
<b>Flock Safety Flock OS</b>			
FlockOS™	Included	1	Included
<b>Flock Safety LPR Products</b>			
Flock Safety Falcon®	Included	10	Included

**Professional Services and One Time Purchases**

Item	Cost	Quantity	Total
<b>One Time Fees</b>			
<b>Flock Safety Professional Services</b>			
Professional Services - Standard Implementation Fee	\$650.00	10	\$6,500.00

**Subtotal Year 1:** \$36,500.00  
**Annual Recurring Subtotal:** \$30,000.00  
**Estimated Tax:** \$0.00  
**Contract Total:** \$36,500.00

## Billing Schedule

Billing Schedule	Amount (USD)
<b>Year 1</b>	
At Contract Signing	\$36,500.00
<b>Annual Recurring after Year 1</b>	
<b>Contract Total</b>	\$36,500.00

\*Tax not applicable

## Product and Services Description

Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence on the day that Flock certifies to Customer in writing that all hardware and software components under the Agreement have been installed and are functioning correctly.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

## FlockOS Features & Description

### Package: Essentials

FlockOS Features	Description
Community Cameras (Full Access)	Access to all privately owned Flock devices within your jurisdiction that have been shared with you.
Unlimited Users	Unlimited users for FlockOS
State Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the statewide Flock network.
Nationwide Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the nationwide Flock network.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Flock Insights/Analytics page	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Flock Safety's maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities)
Real-Time NCIC Alerts on Flock ALPR Cameras	Alert sent when a vehicle entered into the NCIC crime database passes by a Flock camera
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera
Direct Share - Surrounding Jurisdiction (Full Access)	Access to all Flock devices owned by law enforcement that have been directly shared with you. Have ability to search by vehicle fingerprint, receive hot list alerts, and view devices on the map.



## Master Services Agreement

This Master Services Agreement (this “*Agreement*”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (“*Flock*”) and the entity identified in the signature block (“*Customer*”) (each a “*Party*,” and together, the “*Parties*”). This Agreement is effective on the date of mutual execution (“*Effective Date*”). The Order Form attached hereto as **Exhibit A** (“*Order Form*”) describes the Flock Services to be performed and, the period for performance, and the compensation for the Flock Services. The Parties agree as follows:

### RECITALS

**WHEREAS**, Flock offers a software and hardware situational awareness solution through Flock’s technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer (“*Notifications*”);

**WHEREAS**, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services;

**WHEREAS**, Customer shall have access to the Footage in Flock Services. Pursuant to Flock’s standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the *Order Form*. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices; and

**WHEREAS**, Flock desires to provide Customer the Flock Services and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations and evidence gathering for law enforcement purposes, (“*Permitted Purpose*”).

## AGREEMENT

**NOW, THEREFORE**, Flock and Customer agree that this Agreement, and the Order Form attached hereto as an exhibit and incorporated by reference, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

### 1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Anonymized Data**” means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.2 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.3 “**Customer Data**” means the data, media and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.4. “**Customer Hardware**” means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5 “**Embedded Software**” means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.6 “**Flock Hardware**” means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable product addenda.

1.7 “**Flock IP**” means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.8 “**Flock Network End User(s)**” means any user of the Flock Services that Customer authorizes access to or receives data from, pursuant to the licenses granted herein.

1.9 “**Flock Services**” means the provision of Flock’s software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.10 “**Footage**” means still images, video, audio and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.11 “**Hotlist(s)**” means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e., NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.12 “**Installation Services**” means the services provided by Flock for installation of Flock Services.

1.13 “**Retention Period**” means the time period that the Customer Data is stored within the cloud storage, as specified in the product addenda.

1.14 “**Vehicle Fingerprint™**” means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

1.15 “**Web Interface**” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

## 2. SERVICES AND SUPPORT

**2.1 Provision of Access.** Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the data retention time defined on the Order Form (“*Retention Period*”). Authorized End Users will be required to sign up for an account and select a password and username (“*User ID*”). Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, including any acts or omissions of Authorized End User which would constitute a breach of this agreement if undertaken by customer, except actions of law enforcement agencies, which Flock acknowledges and understands that Customer has no control over. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall use reasonable efforts to cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

**2.2 Embedded Software License.** Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

**2.3 Support Services.** Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at [support@flocksafety.com](mailto:support@flocksafety.com) (such services collectively referred to as “*Support Services*”).

**2.4 Upgrades to Platform.** Flock may make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock’s products or services to its agencies, the competitive strength of, or market for, Flock’s products or services, such platform or system’s cost efficiency or performance, or (ii) to comply with applicable law.

Parties understand that such upgrades are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

**2.5 Service Interruption.** Services may be interrupted in the event that: (a) Flock's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("**Service Interruption**"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer's direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

**2.6 Service Suspension.** Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("**Service Suspension**"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. Notwithstanding the foregoing, if the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

**2.7 Hazardous Conditions.** Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock

is to perform services under this Agreement, Flock shall have the right to cease work immediately.

### 3. CUSTOMER OBLIGATIONS

**3.1 Customer Obligations.** Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up to date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services. Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as “*Customer Obligations*”) Notwithstanding the foregoing, Flock acknowledges and understands that Customer has no control over the actions of law enforcement agencies and, therefore, Customer will have no liability for such actions.

**3.2 Customer Representations and Warranties.** Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

### 4. DATA USE AND LICENSING

**4.1 Customer Data.** As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited,

non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

**4.2 Customer Generated Data.** Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (“*Customer Generated Data*”). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer’s intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

**4.3 Anonymized Data.** Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

## 5. CONFIDENTIALITY; DISCLOSURES

**5.1 Confidentiality.** To the extent required by any applicable public records requests, each Party (the “*Receiving Party*”) understands that the other Party (the “*Disclosing Party*”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “*Proprietary Information*” of the Disclosing Party).

Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not

limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret. Notwithstanding the foregoing, Flock acknowledges and understands that Customer must comply with all applicable provisions of the Texas Public Information Act, and will not be considered to be in violation of this Agreement or otherwise liable to the extent that it does so.

**5.2 Usage Restrictions on Flock IP.** Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP,

or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

**5.3 Disclosure of Footage.** Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

## **6. PAYMENT OF FEES**

**6.1 Billing and Payment of Fees.** Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right. Notwithstanding the above, all invoices which are timely presented will, unless in dispute, be paid within 15 days of each monthly Board meeting; however, in the event of a bona-fide dispute over an invoice, Customer will have the right to withhold payment of the disputed portion of the invoice, subject to the requirements of Section 2251.002 Texas Government Code.

**6.2 Notice of Changes to Fees.** Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days' notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

**6.3 Late Fees.** If payment is not issued to Flock by the due date of the invoice, an interest penalty of 1.0% of any unpaid amount may be added for each month or fraction thereafter, until final payment is made.

**6.4 Taxes.** Customer is a government entity and, therefore, not subject to taxation. If requested, Customer will provide Flock with a tax-exempt certificate.

## **7. TERM AND TERMINATION**

**7.1 Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form (the "**Term**"). Following the Term, this Agreement will automatically renew for successive one-year renewal terms (each, a "**Renewal Term**") unless either Party gives the other Party written notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

**7.2 Termination.** Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period ("**Cure Period**"). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of termination of the Agreement, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

**7.3 Survival.** The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 11.1 and 11.6.

## 8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 **Manufacturer Defect.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a “*Defect*”), Customer must notify Flock’s technical support team. In the event of a Defect, Flock shall repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 **Replacements.** In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that (1) Flock Services will be materially affected, and (2) that Flock shall have no liability to Customer regarding such affected Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 **Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock’s reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER ONLY

APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 **Insurance.** Flock will maintain insurance coverage in compliance with **Exhibit B**.

8.6 **Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

## 9. LIMITATION OF LIABILITY; INDEMNITY

9.1 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWENTY FOUR (24) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED

BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 10.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

**9.2 Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

**9.3 Flock Indemnity.** FLOCK AGREES TO WHOLLY INDEMNIFY, DEFEND, AND HOLD HARMLESS CUSTOMER FROM ALL CLAIMS, LOSSES, EXPENSES, COSTS, PENALTIES, FINES, LOSSES, DAMAGES, AND LIABILITIES (INCLUDING REASONABLE ATTORNEYS' FEES AND LITIGATION EXPENSES) ARISING OUT OF ANY COPYRIGHTED MATERIAL, PATENTED OR UNPATENTED INVENTION, ARTICLES, DEVICE OR APPLIANCE MANUFACTURED OR USED IN THE PERFORMANCE OF THIS AGREEMENT, DAMAGE TO PROPERTY, INJURY TO OR DEATH OF PERSONS (INCLUDING THE PROPERTY AND PERSONS OF THE PARTIES AND THEIR AGENTS, SERVANTS, CONTRACTORS, AND EMPLOYEES), OR LOSS OF USE OF PROPERTY, LOSS OF REVENUE OR OTHER ECONOMIC LOSSES ARISING FROM OR RELATING TO THE GOODS TO BE PROVIDED OR SERVICES TO BE PERFORMED BY FLOCK UNDER THIS CONTRACT.

## **10. INSTALLATION SERVICES AND OBLIGATIONS**

**10.1 Ownership of Hardware.** Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts

which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

**10.2 Deployment Plan.** Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("***Deployment Plan***"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

**10.3 Changes to Deployment Plan.** After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer will receive prior notice and confirm approval of any such fees.

**10.4 Customer Installation Obligations.** Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C ("***Customer Obligations***"). Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

**10.5 Flock's Obligations.** Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations

under this agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

## 11. MISCELLANEOUS

**11.1 Compliance With Laws.** Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

**11.2 Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

**11.3 Assignment.** This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement upon prior written notice, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

**11.4 Entire Agreement.** This Agreement, together with the Order Form, the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

**11.5 Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

**11.6 Governing Law; Venue.** This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

**11.7 Special Terms.** Flock may offer certain special terms which are indicated in the proposal and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("**Special Terms**"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

**11.8 Publicity.** Flock has the right to reference and use Customer's name and trademarks and disclose the nature of the Services in business and development and marketing efforts.

**11.9 Feedback.** If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

**11.10 Export.** Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release,

performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 **Morality.** In the event that either Party or its agents become the subject of an indictment, contempt, scandal, crime of moral turpitude or similar event that would negatively impact or tarnish the other Party's reputation, said Party shall have the option to terminate this Agreement upon prior written notice.

**Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested.

11.15 **Non-Appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose. Customer shall have the right to terminate this Agreement for non appropriation with thirty (30) days written notice without penalty or other cost.

11.16 **Contract Addendum.** Flock agrees to comply with the terms of the Contract Addendum attached hereto as **Exhibit D**.

11.17 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. A facsimile or other electronic copy of a signature, and a counterpart transmitted electronically (e.g., by fax, email, text, or similar means), will be deemed to be, and will have the same force and effect as, an original signature for all purposes.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: [legal@flocksafety.com](mailto:legal@flocksafety.com)

Customer NOTICES ADDRESS:

ADDRESS: c/o Armbrust & Brown, PLLC, 100 Congress Ave., Suite 1300, Austin, TX  
78701

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ATTN: Carter Dean

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EMAIL: [cdean@abaustin.com](mailto:cdean@abaustin.com)

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By executing this Agreement, Flock and Customer represent and warrant that each has read and agrees to all of the terms and conditions contained herein. The Parties have executed this Agreement as of the dates set forth below.

**FLOCK GROUP, INC.**

**Customer: Northtown Municipal Utility District**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Brenda Richter

Title: \_\_\_\_\_

Title: President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

EXHIBIT B  
**INSURANCE**

**Required Coverage.** Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than “A” and “VII”. Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees. Flock must furnish Customer certificates of insurance and policies, including all endorsements, on forms acceptable to Customer, confirming the required insurance coverage and, except with respect to Worker’s Compensation insurance, naming Customer as an additional insured entitled to the full benefit of coverage. All insurance policies must provide that they may not be cancelled or modified without 30 days’ prior written notice to Customer and that they are primary and noncontributory over any insurance that may be carried by Customer.

**Types and Amounts Required.** Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

- (i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;
- (ii) **Umbrella or Excess Liability** insurance written on an occurrence basis with minimum limits of Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate;

(iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;

(iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

(v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000).

EXHIBIT C

**CUSTOMER IMPLEMENTATION GUIDE**

## EXHIBIT D

### CONTRACT ADDENDUM

This Contract Addendum (“*Addendum*”) is incorporated into the attached Master Services Agreement (the “*Contract*”) between Flock Group, Inc. (“*Contractor*”) and Northtown Municipal Utility District (the “*District*”). If there is any conflict between the terms of the attached Contract and this Addendum, the terms of this Addendum will control.

**1. Interested Parties.** Contractor acknowledges that Texas Government Code Section 2252.908 (as amended, “*Section 2252.908*”) requires disclosure of certain matters by contractors entering into a contract with a local government entity such as the District. Contractor confirms that it has reviewed Section 2252.908 and, if required to do so, will (1) complete a Form 1295, using the unique identification number specified on page 1 of the Contract, and electronically file it with the Texas Ethics Commission (“*TEC*”); and (2) submit the signed Form 1295, including the certification of filing number of the Form 1295 with the TEC, to the District at the same time the Contractor executes and submits the Contract to the District. Form 1295s are available on the TEC’s website at <https://www.ethics.state.tx.us/filinginfo/1295/>. The Contract is not effective until the requirements listed above are satisfied and any approval or award of the Contract by the District is expressly made contingent upon Contractor’s compliance with these requirements. **The signed Form 1295 may be submitted to the District in an electronic format.**

**2. Conflicts of Interest.** Contractor acknowledges that Texas Local Government Code Chapter 176 (as amended, “*Chapter 176*”) requires the disclosure of certain matters by contractors doing business with or proposing to do business with local government entities such as the District. Contractor confirms that it has reviewed Chapter 176 and, if required to do so, will complete and return Form CIQ promulgated by the TEC, which is available on the TEC’s website at <https://www.ethics.state.tx.us/forms/conflict/>, within seven days of the date of submitting the Contract to the District or within seven days of becoming aware of a matter that requires disclosure under Chapter 176, whichever is applicable.

**3. Verification Under Chapter 2271, Texas Government Code.** If required under Chapter 2271 of the Texas Government Code (as amended, “*Chapter 2271*”), Contractor represents and warrants that, at the time of execution and delivery of the Contract, neither Contractor, nor any wholly or majority-owned subsidiary, parent company, or affiliate of Contractor that exist to make a profit, boycott Israel or will boycott Israel during the term of the Contract. The foregoing verification is made solely to comply with Chapter 2271, to the extent such Chapter does not contravene applicable Federal law. As used in the foregoing verification, “boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled

territory, but does not include an action made for ordinary business purposes. Contractor understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with Contractor.

**4. Verification Under Subchapter F, Chapter 2252, Texas Government Code.** For purposes of Subchapter F of Chapter 2252 of the Texas Government Code (as amended, “*Subchapter F*”), Contractor represents and warrants that, neither Contractor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of Contractor that exist to make a profit, are companies identified on a list prepared and maintained by the Texas Comptroller of Public Accounts (the “*Comptroller*”) described within Subchapter F and posted on the Comptroller’s internet website at:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,  
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, and  
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Subchapter F, to the extent such subchapter does not contravene applicable Federal law, and excludes companies that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan, Iran, or a foreign terrorist organization. Contractor understands “affiliate” to mean any entity that controls, is controlled by, or is under common control with Contractor.

**5. Verification Under Chapter 2274, Texas Government Code, Relating to Contracts with Companies that Discriminate Against the Firearm and Ammunition Industries.** If required under Chapter 2274, Contractor represents and warrants that, at the time of execution and delivery of the Contract, neither Contractor, nor any wholly or majority-owned subsidiary, parent company, or affiliate of Contractor that exists to make a profit, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or will discriminate during the term of the Contract against a firearm entity or firearm trade association. The foregoing verification is made solely to comply with Chapter 2274. As used in the foregoing verification, the terms “discriminate against a firearm entity,” “firearm entity,” and “firearm trade association” have the meanings ascribed to them in Section 2274.001 of the Texas Government Code.

**6. Verification Under Chapter 2276, Texas Government Code, Relating to Contracts With Companies Boycotting Certain Energy Companies.** If required under Chapter 2276 of the Texas Government Code (as amended, “*Chapter 2276*”), Contractor represents and warrants that, at the time of execution and delivery of the Contract, neither Contractor, nor any wholly or majority-owned subsidiary, parent company, or affiliate of Contractor that exists to make a profit, boycott energy companies or will boycott energy companies during the term of the Contract. The foregoing verification is made solely to comply with Chapter 2276. As used in the foregoing verification, “boycott energy companies” means, without an

ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (1) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law or (2) does business with a company described in the preceding section (1).

# Northtown Municipal Utility District Committee List

## **Budget, Finance & Rates**

*Directors – Robin Campbell, Felix Amaro*

Budget/Finance/Investments  
Rate Order  
Trustee for Employee Retirement Plan  
Compensation & Employee Retirement

## **Communications**

*Directors – Robin Campbell, Lee Hill*

Communications  
Signage/Sign  
Website

## **Utilities & Services**

*Directors – Brenda Richter, Lee Hill*

Crossroads Contract renewal  
Solid Waste  
Drought Contingency  
Infrastructure

## **Facilities**

*Directors – Brenda Richter, Lee Hill*

New Facility Construction  
Median & ROW Maintenance  
Office Lease  
Park  
Vehicle Lifecycle  
UPS - (All technology)

## **Legal \ Security**

*Directors – Felix Amaro, Chris Capers*

Restrictive Covenant  
Security and Public Safety  
Wholesale Rate Challenge

## **Development**

*Directors – Brenda Richter, Chris Capers*

Village @ Northtown  
Village @ Northtown multi-family  
Multifamily Project