

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

February 28, 2017

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

A meeting of the Board of Directors of Northtown Municipal Utility District was held on February 28, 2017, at the Wells Branch Tech Center, 1421 Wells Branch Parkway, Suite 106, Pflugerville, Texas. The meeting was open to the public and notice was given as required by the Texas Open Meetings Act. A copy of the Certificate of Posting of the notice is attached as **Exhibit "A"**.

The following Directors were present, constituting a quorum:

Brenda Richter	-	Vice President
Kathy Haught	-	Secretary
Chris Capers	-	Assistant Secretary
Felix Amaro	-	Treasurer

Director Robin Campbell was absent. Also present at the meeting were Mona Oliver, the District manager; Robert Anderson of Crossroads Utility Services, LLC ("Crossroads"); Scott Foster of 360 Professional Services, Inc.; Allen Douthitt of Bott & Douthitt, PLLC; Deputy Oscar Gonzalez of the Travis County Sheriff's Office; Justin Taack of Public Finance Group LLC; Richard Fadal of TexaScapes, Inc.; Jenn Schmidt of the Brookfield Homeowners Association (the "HOA"); and Sharon Smith of Armbrust & Brown, PLLC ("A&B"). Lee Hill, a resident of the District, arrived later.

Director Richter called the meeting to order at 5:46 p.m. and stated that the Board would first receive resident communications and Board member announcements. Director Amaro stated that he would no longer have a conflict-free relationship with the City of Austin as of March 6, and would recuse himself from City-related matters such as the rate appeal. Director Richter then stated that the Board would consider approving the following consent items on the Board's meeting agenda: the minutes of the January 24, 2017 Board meeting; the Eighth Extension to the Interlocal Agreement Between Northtown Municipal Utility District and The City of Austin attached as **Exhibit "B"**; and the Resolution Adopting Amended District Code of Ethics and Financial Investment, Travel and Professional Services Policy, Amended Investment Strategies and List of Qualified Brokers, and Confirming Annual Review attached as **Exhibit "C"**. Upon motion by Director Capers and second by Director Amaro, the Board voted unanimously to approve the consent items.

Director Richter stated that the Board would next receive the security report and recognized Deputy Gonzalez. Deputy Gonzalez stated that the District had experienced a few property damage crimes in January but no burglaries. He mentioned that he was preparing for spring break and Director Richter asked whether he needed anything from

the District. Deputy Gonzalez responded that he had the week fully scheduled, and noted that the rodeo was also occurring in March. Director Amaro noted that the Security Subcommittee had a meeting scheduled in March.

Director Richter then stated that the Board would consider landscape maintenance matters and recognized Mr. Fadal, who presented the report attached as **Exhibit “D”**. Mr. Fadal also presented the plant of the month for February, the flowering red yucca. Mr. Fadal stated that the plant was not really a yucca but was a tough Texas native, tolerating low water and hot weather once it was established. He added that they liked to be planted close together and grew three to five feet tall. He noted that the leaves were fibrous and were probably used for rope by Native Americans. He stated that TexaScapes had most of the winter tasks done, and that the mulch had been touched up. Mr. Fadal stated that TexaScapes was required to do pedestrian pruning where people played or walked and that this year his staff had done a more serious, extraordinary effort. He explained that, due to the extensive rains in the past year, more pruning was required, but that had resulted in bushier plants so they had done a more significant pruning, at no extra charge, and that additional pruning would probably not be required for the rest of the year. He mentioned that fire ants resurged in March and so TexaScapes had performed the Texas two-step by applying a low-strength insecticide on a soy bean, which, when eaten by the ants, acted as a birth control, followed by an accelerated spot treatment to kill whatever ants had remained alive after not reproducing during their typical life cycle. He continued that the average longest life of a fire ant was one month. Mr. Fadal stated TexaScapes had completed the erosion repair on the Wildflower Park trail.

Director Richter stated that the Board would next receive the District manager’s report and recognized Ms. Oliver. Ms. Oliver reminded the Board that she had been directed to purchase a Ford pickup for the District’s use through the Government Package program at a cost not to exceed \$35,000. She explained that she had done so with the Budget/Finance/Investments Subcommittee’s approval. She stated that she had obtained three bids from local Ford dealerships, and Leif Johnson Ford had the lowest price at approximately \$25,000, plus \$1,100 to add a brush guard and a headache rack. Ms. Oliver added that she hoped to be able to complete the purchase process by the end of the week and take delivery by the end of March or early April. She called the Board’s attention to her monthly report, attached as **Exhibit “E”**. Ms. Oliver updated the Board on the fence repairs and confirmed receipt of the related reimbursements from the Texas Municipal League Intergovernmental Risk Pool, less a \$1,000 deductible for each incident. She stated that she would register any of the Board members who wanted to go to the CASE conference June 15th–17th and added that she would follow up on the matter with an email to the Directors. Director Richter mentioned that the CASE board would have its monthly meeting soon and that the speakers for the conference were lined up.

Director Richter then stated that the Board would discuss park matters. She recognized Mr. Foster, who stated that TCB Construction, Inc. had completed the repairs on the Wildflower Park trails and presented the related Pay Estimate in the amount of \$3,893, attached as **Exhibit “F”**, and requested approval. Mr. Foster noted

that this was within the approved \$5,000 budget for the work. Upon motion by Director Amaro and second by Director Haught, the Board voted unanimously to approve the Pay Estimate. Director Richter mentioned that the Park Subcommittee had approved the purchase of an autodialer. Director Richter then presented a proposed Order Establishing Rules and Regulations Governing Parks and Recreational Facilities and Greenbelt, Including Wet Pond, Facilities. Director Richter requested that Sections 1.02 and 1.03 be removed from the Order before it was approved by the Board. She explained that she had not had an opportunity to review the attachments and that she wanted to put it back on the agenda in March with the complete attachments for use of the pavilion and disc golf course, instead of only the reservation procedures for those facilities. Ms. Smith stated that she had been made aware of Director Richter's concerns and so A&B had prepared an alternate version of the Order that retained Sections 1.02 and 1.03 without any content other than a title and notation of "Reserved." She added that the Board, if it wished, could approve the Order in order to have the dog park provisions in place and then amend the Order to include the pavilion and disc golf provisions at a future meeting. The Directors concurred with this approach and, upon motion by Director Amaro and second by Director Haught, the Board voted unanimously to approve the Order with the changes Ms. Smith had proposed, attached as **Exhibit "G"**. Director Richter then presented TexaScapes proposal No. 9078 for pavilion sign landscape infill planting, attached as **Exhibit "H"**. Mr. Fadal stated that the plantings had a good life span and the bed would look better for the long term. Upon motion by Director Haught and second by Director Amaro, the Board voted unanimously to approve the proposal. Mr. Foster then recommended that the District test the water table and the **Park Subcommittee directed Ms. Oliver to pull a water sample from the well at the 50-acre park to test the salt level.**

Director Richter stated that the Board would next receive the engineer's report and recognized Mr. Foster. Mr. Foster presented his report, attached as **Exhibit "I"**, and reviewed it with the Board. He discussed the pay estimates from CC Carlton Industries, attached as **Exhibit "J"**. He stated that the Harris Ridge extension project had been going on for five years and that that was going to delay acceptance of the John Henry Faulk water and wastewater improvements. Director Richter asked whether there would be an impact to the District and Mr. Foster replied that there would not be, but added that the developer could not obtain any reimbursements until the situation was resolved. Director Amaro then moved approval of the pay estimates from CC Carlton Industries. Director Capers seconded the motion, which was unanimously adopted. Mr. Foster advised the Board he did not expect to hear anything until the Fall regarding the District's MS4 permit. He briefly discussed the District fence and facility assessment and presented the License Agreement with Travis County, Texas, attached as **Exhibit "K"**, for location of a District fence in the Travis County right-of-way. Mr. Foster then presented the Fence and Sign Easement Agreement from the Brookfield HOA attached as **Exhibit "L"**. He stated the project was ready to go out for bid upon authorization for the Infrastructure Subcommittee to negotiate and execute the License Agreement with Travis County and finalization of the License Agreement. Upon motion by Director Amaro and second by Director Capers, the Board voted unanimously to authorize the Infrastructure Subcommittee to finalize the License Agreement and to accept the Fence and Sign Easement Agreement. Mr. Foster then presented the Order

Adopting Minimum Criteria for the Qualification of Bidders on District Projects attached as **Exhibit “M”** and requested approval. He stated that compliance with the criteria would be an automatic requirement for bidders if the Order was approved. Mr. Foster then presented the 50-acre park pedestrian bridge study. He requested to add the low water trail crossing into the fence bid package. After discussion, upon motion by Director Haught and second by Director Capers, the Board voted unanimously to approve the Order, as presented, and to authorize including the crossing in the bid package.

Director Richter then recognized Mr. Douthitt for purposes of receiving the bookkeeper’s report. Mr. Douthitt presented the updated cash activity report attached as **Exhibit “N”**. He recommended approval of a transfer from the District’s JP Morgan Chase operating account to the JP Morgan Chase manager’s account in the amount of \$16,500; a transfer from the District’s Compass lockbox account to TexPool general operating account in the amount of \$100,000; a transfer from the District’s Logic operating account to JP Morgan Chase operating account in the amount of \$300,000; a transfer from the District’s Logic tax account to Logic operating account in the amount of \$754,832.52; and a transfer from the District’s Logic tax account to Logic debt service account in the amount of \$650,000, as shown on page one of his report. Mr. Douthitt then reviewed the payments that had been made out of the bookkeeper’s account during the prior month, including deposit refunds and utility payments, and the payments being presented for approval. He noted that the per diem to Director Campbell would need to be voided due to his absence. After discussion, upon motion by Director Amaro and second by Director Capers, the Board voted unanimously to approve the payment of the bills and invoices, with the void of Director Campbell’s per diem check as noted, and the transfers as recommended. Ms. Oliver noted that the security monitoring and camera line item consisted of three months of expenses and so the cost was higher than the typical monthly amount, but had not exceeded the budget. At 6:26 p.m. Director Richter briefly left the meeting and Director Amaro presided in her absence.

Director Amaro then recognized Mr. Anderson for purposes of receiving the utility manager’s report. Mr. Anderson presented Crossroads’ report, attached as **Exhibit “O”**, and noted that the District had 2,947 occupied single-family connections, a total of 3,837 accounts, and an estimated population of 11,331 as of the end of January. He reported that the District had received satisfactory lab results for all water samples and had experienced a water loss of 11.78% during the prior reporting period. Mr. Anderson then called the Board’s attention to the write-offs set forth on **Exhibit “P”** and recommended approval. Director Amaro moved approval of the write-offs and Director Haught seconded the motion, which was adopted by unanimous vote of the Board. Mr. Anderson then noted that he had been directed to engage a leak detection specialist to identify the source of water losses without a full-blown costly study and explained that the bid he received was \$3,750 to test all the fire hydrants, which he said was very good, and a cost of \$350 for any identified recurrences for leak locating. He added that the company, JBS, was the best at this work. At 6:32 p.m. Director Richter returned to the meeting. Mr. Anderson then explained what type of report JBS would present to the Board documenting its findings.

Director Richter noted that Randy Wilburn was not present to discuss the wholesale rate case, and Mr. Douthitt stated he did not have any new information. Mr. Anderson stated that he was not aware of any updates.

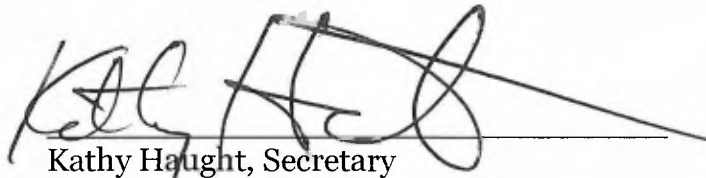
Director Richter stated that the Board would next hear from developers' and landowners' representatives. There being none, Director Richter stated that the Board would receive the attorney's report and recognized Ms. Smith. Ms. Smith stated that all of A&B's directives had been completed, noting that a letter had been sent to Mr. William Drury, the owner of the aggressive dog that had been reported, on January 26, 2017, advising him that he and his dog were excluded from and would no longer be permitted in the District's parks, specifically including the dog park. A copy of the letter is attached as **Exhibit "Q"**.

Director Richter then stated that the Board would perform consultant reviews and noted that the Board would convene in executive session to do so, as authorized by Sections 551.074 of the Texas Government Code. She announced that the time was 6:35 p.m. After the executive session, which included a consultant review for Public Finance Group LLC, the Board reconvened in open session at 6:45 p.m. and Director Richter announced that no action had been taken in executive session.

There being no other business to come before the Board, upon motion by Director Capers and second by Director Haught, the Board voted unanimously to adjourn the meeting at 6:48 p.m.

(SEAL)




Kathy Haught, Secretary
Board of Directors

Date: February 28, 2017

Northtown Municipal Utility District

Certified Agenda for closed portion of
February 28, 2017 **Board** meeting

Retain in lock box until February 28, 2019
and **then** return to Deborah Pederson

CERTIFICATE OF PROVISION OF NOTICE OF MEETING FOR
NORTHTOWN MUNICIPAL UTILITY DISTRICT
TO THE TRAVIS COUNTY CLERK'S OFFICE

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

I, Brian K. Gilbert, hereby certify that at 10:22
a.m on February 23, 2017, I provided two (2) copies of the attached
notice of meeting of the Board of Directors of Northtown Municipal Utility District to the Travis
County Clerk's office located at 5501 Airport Blvd., Austin, Texas for subsequent posting in
accordance with Section 551.054 of the Texas Government Code.

I understand that the attached notice was provided to the County Clerk in order to
comply with the Open Meetings provision of Chapter 551 of the Texas Government Code and
that the Board of Directors of Northtown Municipal Utility District will rely on this certificate in
determining whether the provisions of Chapter 551 of the Government Code have been satisfied.

Witness my signature this 23 day of February, 2017.

Brian K. Gilbert
Printed Name: Brian K. Gilbert
Company: Capital Courier

CERTIFICATE OF POSTING FOR
NORTHTOWN MUNICIPAL UTILITY DISTRICT
AT
(1) 14401 Harris Ridge Blvd. (park pavilion)
(2) 1421 Wells Branch Parkway, Suite 106 (district office)
PFLUGERVILLE, TEXAS 78660

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

I, Ernest Robles, hereby certify that at 9:00 A.m on February 22, 2017, I posted a copy of the attached notice of meeting of the Board of Directors of Northtown Municipal Utility District at a place readily accessible and convenient to the public within the boundaries of the District at the locations noted above.

I understand that the notice was posted in order to comply with the Open Meetings provisions of Chapter 551 of the Government Code and that the Board of Directors of Northtown Municipal Utility District will rely on this certificate in determining whether the provisions of Chapter 551 of the Government Code have been satisfied.

Witness my signature this 22nd day of February, 2017.

Ernest Robles
Printed Name: Ernest Robles
Company: NORTHTOWN MUD



ORIGINAL
FILED FOR RECORD

**NORTHTOWN MUNICIPAL UTILITY DISTRICT
AGENDA**

February 28, 2017

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

Notice is hereby given that the Board of Directors of Northtown Municipal Utility District will hold a meeting at **5:45 p.m. on Tuesday, February 28, 2017**, at the District office located at the Wells Branch Tech Center, 1421 Wells Branch Parkway, Suite 106, Pflugerville, Texas. The following matters may be considered and acted upon at the meeting:

PUBLIC INPUT

1. Resident communications and Board member announcements;

CONSENT

(These items may be considered and acted upon collectively. Any of these items may be pulled for discussion upon the request of any member of the Board.)

2. Minutes of January 24, 2017 Board meeting;
3. Eighth Extension to the Interlocal Agreement between Northtown Municipal Utility District and the City of Austin (solid waste and recycling services for the Lakes at Tech Ridge);
4. Resolution Adopting Amended District Code of Ethics and Financial Investment, Travel and Professional Services Policy, Amended Investment Strategies and List of Qualified Brokers, and Confirming Annual Review;

DISCUSSION/ACTION ITEMS

5. District security, including:
 - (a) Report from Travis County Sheriff's Department;
 - (b) Subcommittee report, including:
 - (i) Monthly expenditure report;
 - (ii) Purchase requests;
6. Landscape maintenance:
 - (a) Directive;
 - (b) Report from landscape maintenance contractor;
 - (c) Proposed landscape maintenance policy;
7. Report from District Manager, including:
 - (a) Directive;
 - (b) Maintenance report;
 - (c) Restrictive covenant violations and enforcement actions;
 - (d) Monthly expenditure report;
 - (e) Solid waste services, including:
 - (i) Monthly report from Texas Disposal Services;
 - (ii) Report from Solid Waste Subcommittee;

- (f) Purchase requests;
 - (g) Purchase of Ford pickup;
8. Park matters, including:
- (a) Report from Subcommittee;
 - (b) Wildflower Park trail repairs, including approval of any pay estimates or change orders;
 - (c) Monthly expenditure report;
 - (d) Repairs and maintenance;
 - (e) Park rules, including Order Establishing Rules and Regulations Governing Parks and Recreational Facilities and Greenbelt, Including Wet Pond, Facilities;
9. Report from District engineer, including:
- (a) Directive;
 - (b) Development update, including:
 - (i) Pflugerville ISD tract;
 - (ii) Village at Northtown, Section 2;
 - (iii) Heatherwilde Retail Center;
 - (iv) Harris Ridge Extension Project;
 - (v) John Henry Faulk Water and Wastewater Improvements, including approval of any pay estimates or change orders;
 - (c) MS4 compliance update;
 - (d) District Fence and Facility Assessment, including:
 - (i) Authorizing advertising for bids;
 - (ii) License Agreement with Travis County, Texas;
 - (iii) Fence and Sign Easement Agreement (Brookfield HOA);
 - (e) Prequalification policy, including Order Adopting Minimum Criteria for the Qualification of Bidders on District Projects;
 - (f) 50-Acre Park Pedestrian Bridge Study;
10. Report from District's bookkeeper, including:
- (a) Payment of bills and invoices;
 - (b) Fund transfers;
 - (c) Investments;
 - (d) Developer escrow report and reconciliation;
11. Report from District's utility operator, including:
- (a) Directive;
 - (b) Utility operations and repairs;
 - (c) Billing report and write-offs;
 - (d) Leak detection;
12. Wholesale rate case matters, including report from District's rate counsel;
13. Reports from developers' and landowners' representatives;
14. Report from District's attorney, including Directives;
15. Consultant review: Financial advisory services - Public Finance Group LLC;
16. Future agenda items.

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

(SEAL)



Frank Littlefield

Attorney for the District

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

Came to hand and posted on a Bulletin Board in the Courthouse,
Austin, Travis County, Texas on this the 23rd day of

February 20

Dana DeBeauvoir
County Clerk, Travis County, Texas
By *M. Mitchell* Deputy



M. MITCHELL

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

Feb 23, 2017 10:22 AM 201780283

MITCHELLM: \$3.00

Dana DeBeauvoir, County Clerk
Travis County TEXAS

**EIGHTH EXTENSION TO THE INTERLOCAL AGREEMENT
BETWEEN NORTHTOWN MUNICIPAL UTILITY DISTRICT AND
THE CITY OF AUSTIN**

This Eighth Extension to the Interlocal Agreement ("Agreement") is made by and between Northtown Municipal Utility District ("District") and the City of Austin ("the City"), a home-rule municipality and political subdivision of the State of Texas, acting by and through its duly authorized City Manager, or designee.

WITNESSETH:

WHEREAS, the District and the City entered into an Interlocal Agreement pursuant to the provisions of the Interlocal Cooperation Act, Texas Government Code Section 791.001 et. seq. on April 3, 2008 (the "Original Agreement"); and

WHEREAS, the term of the Original Agreement has been extended and is set to expire under the current extension on April 3, 2017; and

WHEREAS, the District and the City seek to further extend the Original Agreement;

NOW THEREFORE, in accordance with Section II. A. and III. C. of the Original Agreement, the parties agree as follows:

A. The term of the Original Agreement is extended for an additional 12 month period and the new termination date is April 3, 2018;

B. All other provisions of the Original Agreement, as amended, remain in effect.

WHEREFORE, the Eighth Extension to the Interlocal Agreement is executed to be effective as of April 3, 2017.

(Signature page follows)

EXHIBIT B

**NORTHTOWN MUNICIPAL UTILITY
DISTRICT**

Brenda Richter

Brenda Richter, Vice-President
Board of Directors

Date: February 28, 2017

CITY OF AUSTIN

By: _____
Printed Name: _____
Title: _____
Date: _____, 2017

APPROVED AS TO FORM:
CITY OF AUSTIN LAW DEPARTMENT

By: _____
Printed Name: _____

**RESOLUTION ADOPTING AMENDED DISTRICT CODE OF ETHICS AND
FINANCIAL INVESTMENT, TRAVEL
AND PROFESSIONAL SERVICES POLICY, AMENDED INVESTMENT
STRATEGIES AND LIST OF QUALIFIED BROKERS, AND CONFIRMING
ANNUAL REVIEW**

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

WHEREAS, the Board of Directors (the "Board") of Northtown Municipal Utility District (the "District") is required by law to adopt a code of ethics, a policy relating to travel expenditures, a policy relating to District investments, and investment strategies (the "Policies") and to review the Policies on an annual basis; and

WHEREAS, the Board has performed its annual review of the Policies previously adopted by the Board, and desires to adopt amended and updated Policies, and to confirm its annual review thereof;

NOW, THEREFORE, IT IS RESOLVED BY THE BOARD OF DIRECTORS OF NORTHTOWN MUNICIPAL UTILITY DISTRICT THAT:

Section 1. The amended Code of Ethics and Financial Investment, Travel and Professional Services Policy attached as Exhibit "A" is hereby adopted;

Section 2. The amended Investment Strategies attached as Exhibit "B" are hereby adopted.

Section 3. The designation of the brokers listed on Exhibit "C" as the brokers authorized to engage in investment transactions with the District is hereby confirmed.

Section 4. The designation of Mary Bott and Allen Douthitt of Bott & Douthitt, PLLC, the District's bookkeeper, as the District's investment officers is hereby confirmed. The District's investment officers are authorized to invest District funds in accordance with the direction of the Board and the amended Policies attached to this Resolution, but in no event may an investment officer invest District funds in contravention of Chapter 2256 of the Texas Government Code, the Public Funds Investment Act.

Section 5. The Board confirms that, on this date, it has reviewed and updated its Policy, including the District's investment policies and investment strategies, and has reviewed the list of brokers as set forth in this Resolution.

Section 6. The Secretary of the Board is directed to file a copy of the Resolution in the official records of the District.

EXHIBIT C

EXHIBIT "A"
**NORTHTOWN MUNICIPAL UTILITY DISTRICT CODE OF ETHICS AND
FINANCIAL INVESTMENT, TRAVEL
AND PROFESSIONAL SERVICES POLICY**

(February 28, 2017)

ARTICLE I
SUBJECT MATTER

This Code of Ethics and Financial Investment, Travel and Professional Services Policy ("Policy") is adopted by the Board of Directors (the "Board") of Northtown Municipal Utility District (the "District") under Sections 49.157 and 49.199 of the Texas Water Code and Section 2256.005 of the Texas Government Code. The subject matter of this Policy is addressed by other requirements of Texas law, including those governing public meetings, public records, audits, financial management, disqualifications of Directors, dual office holding limitations, conflicts of interest, self-dealing, and illegal and corrupt practices. This Policy is not intended to supersede or summarize other provisions of applicable law.

ARTICLE II
DEFINITIONS

2.01. Business Entity. "Business Entity" means a sole proprietorship, partnership, firm corporation, holding company, joint stock company, receivership, trust or any other entity recognized by law through which business is conducted.

2.02. Commission. "Commission" means the Texas Commission on Environmental Quality.

2.03. Developer. "Developer" means a developer of property in the District.

2.04. Director. "Director" means a person elected or appointed to serve on the Board.

2.05. District Official. "District Official" means a Director, Officer, or Employee.

2.06. Emolument. "Emolument" means pay or some other benefit, compensation, or thing of value received in exchange for holding an office. For example, free or reduced cost utility services, a fee of office for meeting attendance, or complimentary health insurance could constitute an emolument.

2.07. Employee. "Employee" means any person or Business Entity working for or on behalf of the District.

2.08. Investment Officer. "Investment Officer" means a person appointed by the Board to handle District investments.

2.09. Officer. "Officer" means an elected or appointed officer of the District, including an Investment Officer, who exercises responsibilities beyond those that are advisory in nature.

2.10. Professional Services Procurement Act. "Professional Services Procurement Act" means Subchapter A, Chapter 2254, Texas Government Code, as amended from time to time.

2.11. Public Funds Investment Act. “*Public Funds Investment Act*” means Chapter 2256, Texas Government Code, as amended from time to time.

2.12. Public Funds Collateral Act. “*Public Funds Collateral Act*” means Chapter 2257, Texas Government Code, as amended from time to time.

2.13. Substantial Interest. “*Substantial Interest*” has the same meaning as set forth in Chapter 171, Texas Local Government Code, as amended from time to time. Under Chapter 171, Texas Local Government Code:

A. A person has a Substantial Interest in a Business Entity if the person: (i) owns 10% or more of the voting stock or shares of a Business Entity; (ii) owns either 10% or more or \$15,000 or more of the fair market value of a Business Entity; or (iii) has received funds from the Business Entity that constitute more than 10% of the person’s gross income for the previous year.

B. A person has a Substantial Interest in real property if the person has an equitable or legal ownership interest in the property that has a fair market value of \$2,500 or more.

C. A person also has a Substantial Interest in a Business Entity or real property if he or she is related in the first degree by consanguinity (blood) or the first degree by affinity (marriage), as determined under Chapter 573, Texas Government Code, to a person who has a Substantial Interest in a Business Entity or in real property under Subsections A or B of this Section.

ARTICLE III **CODE OF ETHICS**

3.01. Statement of Policy; Purposes of Policy. This Policy has been adopted to establish guidelines for high ethical standards in official conduct by Directors and Officers, and to provide guidance to Directors and Officers in order to instill a high level of public confidence in their professionalism, integrity and commitment to the public interest. Further, this Policy will serve as a basis for disciplining those who refuse to abide by its terms.

3.02. Standards of Conduct.

A. All Directors and Officers must conduct themselves, both inside and outside District service, so as to give no occasion for mistrust of their integrity, impartiality, or devotion to the best interests of the District.

B. All District Officials must conduct themselves with decorum, both at public meetings and in other settings in which he or she may be viewed by the public as acting in an official capacity. All District Officials must treat each other, and any member of the public appearing at any meeting of the Board, with proper courtesy and respect.

C. No District Official may disclose any confidential information, including information gained during any executive session of the Board, without prior written authorization of the Board.

D. No District Official may engage in any conduct prejudicial to the District or that reflects discredit upon the Board.

E. All District Officials must use care when taking any public position on any issue pertaining to the business of the District to distinguish between their individual opinions and the official position of the Board or the District.

F. All Directors must consistently attend all meetings of the Board, including all regularly scheduled work sessions. If a Director fails to attend one-half of the regular meetings of the Board scheduled within a 12-month period, the Director may be removed from the Board by the unanimous vote of the other Directors.

3.03. Conflicts of Interest.

A. All Directors and Officers are subject to Chapter 171, Texas Local Government Code, relating to the regulation of conflicts of interest.

B. The District may not transact any business with a Business Entity or involving real property in which a Director or Officer has any interest, whether direct or indirect, without prior approval of the Board, after disclosure by the interested Director or Officer and discussion at a posted Board meeting. If a Director or Officer has a Substantial Interest, the Director or Officer must also file an affidavit disclosing the nature and extent of the interest before any action is taken on the matter in accordance with Chapter 171, Texas Local Government Code.

C. A Director may not participate in discussion or action on a matter involving a Business Entity or real property in which the Director has a Substantial Interest if the Board's action will, or it is reasonably foreseeable to, have a special economic effect on the Business Entity or value of the real estate that is distinguishable from the effect on the public, unless a majority of the Board is likewise disqualified and has filed affidavits disclosing similar interests in the same matter.

D. A Director or Officer may not act as a surety for a Business Entity that has work, business, or a contract with the District or act as a surety on any official bond required of a District Official.

E. No Director or Officer may represent, directly or indirectly, himself or any private person, Business Entity, group or interest, other than the District, before the Board, except in matters of purely public concern, when doing so without compensation or remuneration.

F. The Board may not appoint or confirm the appointment to any position, or award any contract to, a person related to a member of the Board within the second degree by affinity (marriage) or within the third degree by consanguinity (blood) when the salary or other compensation is paid, directly or indirectly, from District funds, except as provided by Chapter 573, Texas Government Code.

G. Each District Official must file a conflict of interest disclosure statement or conflict of interest questionnaire, as applicable, when required to do so by Chapter 176, Texas Local Government Code.

H. As provided in Section 171.009 of the Texas Local Government Code, a Director may serve as a member of the board of directors of private, nonprofit corporations or other non-profit entities if he or she receives no compensation or other remuneration from the nonprofit corporation or other nonprofit entity.

3.04. Disqualification of Directors. As provided in Section 49.052 of the Texas Water Code, a Director is disqualified from serving as a member of the Board if he or she:

A. is related within the third degree of affinity or consanguinity to a Developer, any other Director, or the manager, engineer, attorney, or other person providing professional services to the District;

B. is an employee of a Developer or any Director, manager, engineer, attorney, or other person providing professional services to the District or a Developer in connection with the District or property located in the District;

C. is a Developer;

D. is serving as an attorney, consultant, engineer, manager, architect, or in some other professional capacity for the District or a Developer in connection with the District or property located in the District;

E. is a party to a contract with or along with the District, except for the purchase of public services furnished by the District to the public generally;

F. is a party to a contract with or along with a Developer relating to the District or to property within the District, other than a contract limited solely to the purpose of purchasing or conveying real property in the District for the purpose of either establishing a permanent residence, establishing a commercial business within the District, or qualifying as a Director; or

G. during his or her term of office, fails to maintain the qualifications required by law to serve as a Director.

3.05. Dual Office Holding Limitations.

A. Constitutional Limitations. Except as permitted by Article XVI, Section 40 of the Texas Constitution, no Director may hold or exercise at the same time, more than one civil office of emolument.

B. Common-Law Incompatibility. No Director may hold another public office in violation of the common-law doctrine of incompatibility that applies to holding two incompatible positions and prohibits a person from holding certain public offices at the same time because of practical conflicts of interest that might arise including, service as a director of two governmental authorities with overlapping taxing jurisdictions.

ARTICLE IV **INVESTMENT POLICY**

4.01. Scope. This Policy applies to all transactions involving the investment assets of the District.

4.02. Policy. District funds will be invested in compliance with applicable legal requirements, the guidelines stated in this Policy, each District Investment Strategy adopted by the Board, and the restrictions contained in the District's bond resolutions. Effective cash management is recognized as a foundation of this Policy. Notwithstanding the foregoing,

investment of District funds is limited to the types of investments set forth on the attached **Exhibit "A-1"**.

4.03. Allowable Maturities. Except as otherwise provided in these Policies and attached Exhibits, the maximum allowable stated maturity of any individual investment may not exceed one year, and the maximum dollar-weighted average maturity for pooled fund groups based on the stated maturity date for the portfolio may not exceed 60 days. Settlement of all transactions, other than investments in investment pool funds and mutual funds, must be consummated on a delivery versus payment basis.

4.04. Investment Objectives. The District's investment portfolio will be planned and managed to take advantage of investment interest as a source of income from all operating and capital funds. In addition, the portfolio will be managed in accordance with the covenants of the District's bond resolutions, including covenants with respect to the arbitrage regulations under the U.S. Internal Revenue Code. Consideration will be given to the following objectives:

A. Safety of Capital. The primary objective of the District is to ensure the preservation and safety of principal.

B. Liquidity. The District will maintain sufficient liquidity to ensure the availability of funds necessary to pay obligations as they become due.

C. Return on Investment. The District will seek to optimize return on investments within the constraints of safety and liquidity.

D. Standard of Care. The District will seek to ensure that all persons involved in the investment process act responsibly in the preservation of District capital. District investments will be made with the exercise of judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

4.05. Investment Officer; Monitoring District Investments; Quarterly Report. Purchases and sales of District investments may only be initiated by an Investment Officer appointed by resolution of the Board. Each Investment Officer must attend training, as required by Chapter 49 of the Texas Water Code and the Public Funds Investment Act, from an independent source approved by the Board that includes education in investment controls, security risks, strategy risks, market risks, and compliance with the Public Funds Investment Act. The Board may authorize an Investment Officer to invest and reinvest funds of the District in accordance with this Policy. Each Investment Officer must monitor, and develop methods and procedures to monitor, the market and book values of District investments, the rating changes of District investments, and the liquidation of District investments consistent with the provisions of the Public Funds Investment Act. The Investment Officers must submit a written report to the Board, on at least a quarterly basis, that sets forth all investment transactions during the previous quarter and which complies with the requirements of the Public Funds Investment Act.

4.06. Acknowledgement Required. Any Business Entity that desires to sell investments to the District or otherwise engage in an investment transaction with the District must be given a copy of this Policy, and a qualified representative of the Business Entity must execute a written instrument, in substantively the form attached as **Exhibit "A-2"**, stating that he or she:

A. has received and thoroughly reviewed this Policy; and

B. acknowledges that his or her organization has implemented reasonable procedures and controls in an effort to preclude investment transactions between the District and his or her organization that are not authorized by this Policy, except to the extent that such authorization is dependent on analysis of the makeup of the District's entire portfolio or requires an interpretation of subjective investment standards.

4.07. Collateralization. Funds held at a bank or trust company that are not invested must be collateralized by collateral securities set forth in the Public Funds Collateral Act, to the extent not insured by the Federal Deposit Insurance Corporation (FDIC), the Federal Savings and Loan Insurance Corporation (FSLIC), their successors, or any other instrumentality of the United States. Any bank or trust company that is required to secure a deposit of District funds under this Policy or the Public Funds Collateral Act must enter into an agreement regarding the collateral securities in a form approved by the District.

4.08. Review. This Policy, the District Investment Strategies adopted by the Board, the list of qualified brokers that are authorized to engage in investment transactions with the District, and investment performance and security will be reviewed and evaluated at least annually by the Board, or more frequently upon the request of any Director. Following its annual review, the Board will adopt a written resolution confirming its review of this Policy, the District Investment Strategies adopted by the Board, and the list of qualified brokers.

ARTICLE V

FINANCIAL MANAGEMENT

5.01. Accounting Records. The District's financial records will be prepared on a timely basis and maintained in an orderly manner, in conformity with generally accepted accounting principles and Commission requirements. These records will be maintained as part of the official records of the District and will be available for public inspection during regular business hours.

5.02. Annual Audit. The District's fiscal accounts and records will be audited annually, at the expense of the District, by a certified public accountant. The audit must be completed within 120 days after the close of the District's fiscal year. The District's audits will be performed according to generally accepted auditing standards adopted by the American Institute of Certified Public Accountants and any accounting and auditing manuals adopted by the executive director of the Commission. The District will comply with uniform reporting requirements that use "Audits of State and Local Governmental Units" as a guide on audit working papers and "Governmental Accounting and Financial Reporting Standards". In addition, the District's auditor will review management controls on District investments and the District's compliance with the Investment Policy contained in Article IV. Within 135 days after the close of the District's fiscal year, the District will file a copy of its annual audit report and the annual filing affidavit prescribed by Section 49.194 of the Texas Water Code with the Executive Director of the Commission. The District will submit the annual audit report to the Texas State Comptroller 180 days after the close of the District's fiscal year. If the Board refuses to approve the annual audit report, the Board will file a statement with the audit that explains the reasons for disapproval. The District will submit the annual audit report to the Texas State Comptroller with 180 days after the close of the District's fiscal year.

5.03. Audit Committee. The Board will establish an audit committee comprised of one or more Directors and any Employees that the Board deems appropriate, and this committee will conduct, at a minimum, an annual review of the District's financial status. The audit committee will monitor variances from the District's budget, and make budget recommendations to the Board. The audit committee will also review the annual District audit, and make recommendations on it to the Board. Unless otherwise determined by the Board, the full Board will serve as the audit committee.

5.04. Budget. The Board will adopt an annual budget for use in planning and controlling District costs. This budget will take into consideration all District revenues, including utility fees, taxes and surcharges, if any, and all projected District obligations and expenditures. The District's bookkeeper will provide a comparison of budgeted to actual expenditures and revenues for review on a monthly basis. The approved budget will be reviewed by the Board at least quarterly and all necessary revisions to the budget will be approved by majority vote of the Board.

ARTICLE VI

TRAVEL EXPENDITURES AND FEES OF OFFICE

6.01. Fees of Office. A Director is entitled to receive fees of office of not more than \$150 per day for each day the Director actually spends performing duties as a Director. Total fees of office payable to any Director may not exceed the sum of \$7,200 per District fiscal year. This maximum will be determined based on the date the fee of office is earned and not on the date of payment. No Director may receive fees of office if the Director owes any sum of money to the District. Fees of office will be paid only for called meetings of the Board or, upon prior approval of the Board, for subcommittee meetings, approved conferences, or other special projects requested by the Board. In this section, "performing the duties of a Director" means substantive performance of the management or business of the District, including participation in Board and committee meetings and other activities involving the substantive deliberation of District business and in pertinent educational programs. The phrase does not include routine or ministerial activities such as the execution of documents, self-preparation for meetings, or other activities requiring a minimal amount of time.

6.02. Reimbursement of Expenses. Reimbursement for travel expenditures and other expenses incurred by a Director on behalf of the District are subject to approval by the Board.

6.03. Verification. In order to receive fees of office and to receive reimbursement for expenses, each Director must present a verified statement of attendance to the Board indicating the date(s) spent performing the duties of a Director and a general description of the duties performed on each such date, together with all supporting receipts and invoices.

6.04. Conference and Seminar Policy. Directors may attend conferences and meetings at the District's expense only if deemed appropriate by the Board. Unless otherwise approved by the Board, each Director attending a conference or meeting must attend all blocks of educational sessions in order to qualify for reimbursement. Subject to prior Board approval and compliance with the other requirements of this Policy, each Director who attends a conference, business meeting, or seminar related to the District business may be reimbursed for travel, lodging, and meal expenses associated with that attendance, as follows:

A. Travel Expenses. Transportation costs, including but not limited to airfare, car rental, taxi fare, and parking incurred while on official District business, will be reimbursed based upon the costs actually incurred by the Director; however, reimbursement for

transportation on a common carrier will be limited to tourist/coach rates. Mileage reimbursement for transportation by personal automobile will conform to Internal Revenue Service regulations.

B. Lodging Expenses. Lodging expenses will be reimbursed based upon costs actually incurred by the Director and will not exceed the amount of lodging expense determined to be reasonable and necessary.

C. Meal Expenses. Meal expenses will be limited to the amount determined to be reasonable and necessary.

D. Excluded Expenses. The cost of alcoholic beverages, hotel movies, gifts, laundry and dry cleaning, entertainment, family attending with the Director, personal telephone calls and all other expenses that are of a personal nature or are not reasonable or necessary to District business will not be paid or reimbursed by the District.

ARTICLE VII

PROFESSIONAL SERVICES; BONDS

7.01. Selection. Consultants and Employees retained to provide professional services to the District, including, but not limited to, legal, engineering, management, accounting and tax collection services, will be selected based upon their demonstrated competence and qualifications to perform the services for a fair and reasonable price, and by majority vote of the Board. In selecting attorneys, engineers, auditors, financial advisors or other professional consultants, the District will follow the procedures required by the Professional Services Procurement Act.

7.02 Interested Parties. When required to do so by Section 2252.908 of the Texas Government Code, attorneys, engineers, auditors, financial advisors or other professional consultants entering into a contract, renewal, amendment, or extension of a contract with the District will (i) complete a Certificate of Interested Parties (Form 1295) and electronically file it with the Texas Ethics Commission (the "TEC"); and (ii) submit to the District the signed and notarized Form 1295 including the certification of filing number of the Form 1295 with the TEC, at the time the executed contract is submitted to the District. Any contract that requires a Form 1295 will not be effective until the requirements listed above are satisfied and any award of the contract by the District is expressly made contingent upon compliance with such requirements.

7.03. Bond or Insurance. In order to protect the District against loss of District funds, the District will, in accordance with Section 49.057(e) of the Texas Water Code, require any Employee who routinely collects, pays, or handles District funds to either (i) provide the District with a bond payable to the District in an amount determined by the Board to be sufficient to safeguard the District; or (ii) obtain and thereafter maintain a policy or policies of insurance, the coverage of which, in the Board's determination, adequately protects the interests of the District.

7.04. Review. The performance of all Employees providing professional services to the District will be regularly monitored and reviewed by the Board. An Employee's performance may be formally reviewed and evaluated by the Board at any time, upon the request of any Director.

ARTICLE VIII
COMPLAINTS AND PROCEDURES FOR VIOLATIONS

8.01. Complaints. All complaints or allegations of violations of this Policy must be made in writing, sworn to before a notary public and filed with the District's attorney. A complaint must describe in detail the act that is complained of, and the specific sections of this Policy alleged to have been violated. A general complaint, lacking detail, will not be sufficient to invoke the procedures in this section, and anonymous complaints will not be considered.

8.02. Initial Determination. Within five business days of receipt of a complaint, the District's attorney will determine if the facts of the complaint, if true, would constitute a violation of this Policy. If the District's attorney determines that the complaint does not contain facts that constitute a violation, the District's attorney will so advise the Board at its next regular meeting.

8.03. Report to the Board. If the District's attorney determines that the complaint contains facts that, if true, would constitute a violation, the District's attorney will present a report to the Board. A majority of the Directors not implicated by the complaint will determine whether the complaint should be considered or rejected.

8.04. Consideration by the Board. To consider a complaint, the Board may convene in executive session as permitted by the Texas Open Meetings Act. The Board member implicated by the complaint will have the right to a full and complete hearing, with the right to call witnesses and present evidence. Any final action, decision or vote will be made in open meeting.

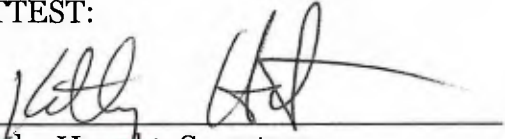
8.05. Reprimand. The failure of a Director to comply with the provisions of this Policy will constitute grounds for a reprimand by the other Directors.

ADOPTED this 28th day of February, 2017.



Brenda Richter, Vice-President
Board of Directors

ATTEST:



Kathy Haught, Secretary
Board of Directors

EXHIBIT "A-1"
AUTHORIZED INVESTMENTS

1. The following obligations of governmental entities and obligations guaranteed by governmental entities are allowed:
 - a. Obligations of the United States or its agencies and instrumentalities;
 - b. Direct obligations of the State of Texas or its agencies and instrumentalities;
 - c. With prior approval of the Board, collateralized mortgage obligations directly issued by the federal government, the underlying security for which is guaranteed by the United States with certain exceptions set forth in the Public Funds Investment Act;
 - d. Other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of the State of Texas, the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the FDIC or by the explicit full faith and credit of the United States; and
 - e. With prior approval of the Board, obligations of states, agencies, counties, cities and other political subdivisions having not less than an "A" rating from a nationally recognized investment rating firm.
2. Certificates of deposit issued by a bank or savings and loan association that has its main office or a branch office in the State of Texas guaranteed by the FDIC or the obligations set forth above in 1.
3. Certificates of deposit if (A) the funds are invested by the District through (i) a broker that has its main office or a branch office in the State of Texas and is selected from a list adopted by the Board as required by the Public Funds Investment Act, or (ii) a bank or savings and loan association that has its main office or a branch office in the State of Texas and that is selected by the Board; (B) the broker or the bank or savings and loan association selected by the Board arranges for the deposit of the funds in certificates of deposit in one or more federally insured depository institutions, wherever located, for the account of the District; (C) the full amount of the principal and accrued interest of each of the certificates of deposit is insured by the United States or an instrumentality of the United States; and (D) the Board appoints as custodian for the District with respect to the certificates of deposit issued for the account of the District (i) the bank or savings and loan association selected by the Board under (A)(ii); (ii) one of the following entities approved by the Board: a state or national bank that is designated by the State Comptroller as a state depository, has its main office or a branch office in the State of Texas, and has a capital stock and permanent surplus of \$5 million or more; the Texas Treasury Safekeeping Trust Company; a Federal Reserve Bank or a branch of a Federal Reserve Bank; a federal home loan bank; or a financial institution authorized to exercise fiduciary powers that is designated by the State Comptroller as a custodian pursuant to Section 404.031(e), Texas Government Code; or (iii) a clearing broker-dealer registered with the Securities and Exchange Commission (SEC) and operating pursuant to SEC Rule 15c3-3 (17 C.F.R. Section 240.15c3-3).

4. With prior approval of the Board, fully collateralized repurchase agreements with a defined termination date; secured by a combination of cash and obligations set forth in 1; requiring the securities being purchased by the District or cash held by the District to be pledged to the District, held in the District's name, and deposited at the time the investment is made with the District or with a third party selected and approved by the Board; and placed through a primary government securities dealer or a financial institution doing business in the State of Texas.
5. With prior approval of the Board, bankers' acceptance with a stated maturity of 270 days or less that will be liquidated in full at maturity and meet other credit requirements established by the Board.
6. With prior approval of the Board, commercial paper with a stated maturity of 270 days or less and meeting other credit requirements established by the Board.
7. With prior approval of the Board, money market mutual funds that are no-load and: (a) are registered with and regulated by the SEC; (b) have provided the District with a prospectus and other information required by the Securities Exchange Act of 1934 and the Investment Company Act of 1940; (c) have a dollar weighted average maturity of 90 days or fewer; and (d) have an investment objective of maintaining a stable net asset value of \$1 per share.
8. Other types of mutual funds which are no-load and: (a) are registered with the SEC; (b) have an average weighted maturity of less than 2 years; (c) are invested exclusively in obligations approved by the Public Funds Investment Act; (d) are continuously rated as to investment quality by at least one nationally recognized investment rating firm of not less than AAA or its equivalent; and (e) meet certain requirements of investment pools, as set forth in the Public Funds Investment Act.
9. Public funds investment pools that (a) meet the criteria as set forth in the Public Funds Investment Act, (b) maintain a rating of not lower than AAA or an equivalent rating by at least one nationally recognized rating service, and (c) have an investment objective of maintaining a stable net asset value of \$1 per share.

EXHIBIT "A-2"
**QUALIFIED REPRESENTATIVE'S
CERTIFICATION OF RECEIPT
AND
REVIEW OF INVESTMENT POLICY**

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

I, the undersigned _____, a qualified representative of _____ [business organization], do hereby certify that I have been presented a copy of Northtown Municipal Utility District (the "District's") Code of Ethics and Financial Investment, Travel and Professional Services Policy (the "Investment Policy"). I have thoroughly reviewed the Investment Policy and acknowledge that _____ [business organization] has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the District and _____ [business organization] that are not authorized by the Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of the District's entire portfolio or requires an interpretation of subjective investment standards.

WITNESS MY HAND THIS the _____ day of _____, 20_____.

Name: _____

Title: _____

EXHIBIT "B"
INVESTMENT STRATEGIES

Investment Strategies in order of priority:

A. Investment Requirements by Fund.

1. **Operating Funds.** The District will maintain funds in the operating checking account at its depository, TexPool or any qualified money market fund to cover approximately two months of operating needs. The remaining operating funds will be invested in acceptable investments to meet the operating requirements of the District, as determined by the annual operating budget adopted by the Board, not to exceed a maximum maturity of one year.
2. **Tax Collections.** Tax collections will be deposited into the District's tax account at its depository. The balance will be checked monthly, except during December and January, when the balance will be checked on a weekly basis. Tax receipts will be allocated according to the Order Levying Taxes, then transferred to the operating and debt service accounts.
3. **Debt Service Funds.** The District will maintain a balance of approximately \$1,000 in the debt service account at its depository. This balance will cover any minimal debt service expenses that may occur. The remaining funds will be invested to mature three to seven days prior to the next bond payment dates.
4. **Construction Funds.** The District will maintain a balance of approximately \$3,000 in the construction account at its depository. The remaining construction funds will be invested in acceptable investments not to exceed a maximum maturity of one year. Escrowed construction moneys will be maintained in a separate interest-bearing account.

B. Suitability. The District's Investment Officer(s) must understand the District's financial requirements. Appropriate investments will be made to meet the needs of the District. TexPool or a qualified money market fund will be considered acceptable investments if approved by the District's Investment Officers in accordance with these strategies.

C. Preservation of Capital. A safe investment will allow the District to recover every dollar invested.

D. Liquidity. The District's Investment Officer(s) must invest in securities that are easily and rapidly converted into cash without a substantial loss of value.

E. Investment Marketability Requirements. All investments must be "marketable" in case the need arises to liquidate an investment before maturity.

F. Maximum Maturities. To the extent possible, the District will match its investments with anticipated cash flow requirements. As required by the Public Funds Investment Act and the District's Policy, certain investments will have maturity limitations.

G. Diversification. There will be no defined level of investment diversification as long as all funds of the District are invested in accordance with these strategies.

H. Yield. District funds must be invested to obtain the maximum yield for each time frame taking into consideration the priority of preservation and safety of the principal and the liquidity of the investment.

I. Annual Review of Investment Strategies. The Board will review these strategies at least annually. Any changes deemed necessary by the Board at the time of each review will be reflected in an amendment to these strategies.

EXHIBIT "C"
LIST OF QUALIFIED BROKERS

ABC Bank	Legacy Texas Bank
Allegiance Bank	Logic
Amegy Bank of Texas, N.A.	Lone Star Bank
Bank of America N.A.	Lone Star Investment Pool
Bank of Houston	Memorial City Bank
Bank of New York – Mellon	Merchants Bank
Bank of Texas N.A.	Metro Bank, N.A.
Bank of the West	Moody National Bank
BBVA Compass Bank	New First National Bank
BOSC, Inc.	North Houston Bank
Broadway Bank	Northstar Bank of Texas
Capital Bank	Omni Bank, N.A.
Capital Markets of Dallas	Pioneer Bank
Capital One	Plains Capital Bank
Central Bank	Patriot Bank
Chasewood Bank	Plains State Bank
Citibank N.A.	Post Oak Bank
Classic State Bank	Prosperity Bank
Comerica Bank	RBC Capital Markets
Comerica Securities	R Bank
Commercial State Bank	Regions Bank
Community Bank	Roscoe State Bank
Community State Bank	Security State Bank
Community State Bank Austin	Sovereign Bank
Coastal Securities	State Bank of Texas
Crockett National Bank	State Street Bank & Trust Co.
Encore Bank	Sterling Bank
Enterprise Bank	Sterne Agee & Leach
First Bank of Conroe	Stifel Nicholas
First Bank of Texas	Tex Star Investment Pool
First Bank & Trust	Texas Capital Bank N.A.
First Citizens Bank	Texas Class
First Community Bank	Texas Citizens Bank
First National Bank of Bastrop	Texas Community Bank
First National Bank of Texas	Texas First Bank
First State Bank	Texas Independent Bank
First State Bank Central Texas	Texas Savings Bank
First Texas Bank	Texpool/Texpool Prime
Frost Bank	The Bank of River Oaks
Green Bank	The Right Bank for Texas
Herring National Bank	Tradition Bank
Hilltop Securities	Trustmark National Bank
Hometown Bank, N.A.	Union Planters Bank, N.A.
Horizon Bank	United Bank of el Paso del Norte
Houston Community Bank N.A.	Unity National Bank
Independent Bank	U.S. Bank
International Bank of Commerce	US Capital Advisors
Inter National Bank	Wells Fargo Bank, N.A.
Ironstone Bank	Wells Fargo Brokerage Service, LLC
JP Morgan Chase	

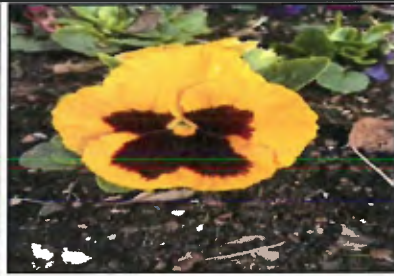
February 28, 2017

MONTHLY REPORT **Northtown M.U.D.**

Report Period: 01/01/2017 - 01/31/2017

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:



1/3 - 1/4	1/10	1/17	1/24 - 1/25	1/31
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Task/Observation/Area Highlights of services performed during regular maintenance

Crews completed the standard maintenance tasks such as mowing & string-trimming of the District's irrigated turf areas, as well as fertilizing the District's over-seeded areas and the District's color beds too. Crews also trimmed back any low-hanging tree limbs they observed throughout the District's boundaries as well. Finally, crews picked up an excessive amount of leaves from throughout the District too.

Greenbelt & Drainage Maintenance	Greenbelt & Drainage maintenance occurred during the week(s) of:	01/02/2017
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Task/Observation/Area: Additional services/observations pertaining to the greenbelts & drainage

Crews performed the standard maintenance tasks such as mowing and string-trimming of the District's channels and greenbelts, as well as performing weed control in areas where needed throughout these same channels and greenbelts found within the District. In addition, crews collected/removed any trash/litter they observed throughout these same areas located within the District. Finally, crews performed the removal of certain silt accumulations from within these same channels and greenbelts found throughout the District's boundaries.



Trail System Maintenance	1/4	1/10	1/17	1/25	1/31
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Task/Observation/Area Additional services/observations pertaining to the trail system

Crews performed the standard maintenance tasks such as mowing and string-trimming of the District's trail system, as well as performing weed control in areas where needed throughout the entire trail system. In addition, crews raked out any rough areas they observed throughout the District's entire trail system to achieve a smoother, neater overall appearance.



Irrigation System Maintenance	1/3	1/10	1/17	1/24	1/31
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Task/Observation/Area: Additional services/observations pertaining to the irrigation system

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



Status of Proposal Work	
Proposal # 9060 – 2015 Pond Assessment, Remaining Rip Rap Repairs	- Approved 01/24/17
Proposal # 9062 – NT Wildflower Trail Erosion Repairs in Two Locations	- Approved 01/24/17

Notes / Miscellaneous

NORTHTOWN MUD

MONTHLY REPORT

January 13, 2017 – February 17, 2017

- 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 27 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 dead trees and various limbs throughout park system.
 - Removed debris from creeks & ponds.
 - Used trail groomer/dragger on the 50 Acre Park trail system & volleyball court.
 - Cleaned and sharpened all chains several times and made required repairs.
 - Performed preventive maintenance on all motorized equipment.
 - Continued raising canopy throughout park system.
 - Closed and opened Dog Park after rain events.
 - Turned on heaters in pavilion pump room and well house to prevent freezing.
 - Turned off restroom & drinking fountain water during freeze.
 - Replaced burned & cracked ½ inch thick Plexiglas on security lights at lift stations.
 - Travis County puts Burn Ban in effect; posted Burn Ban signs on 2/8/17.
 - Replaced bulbs on security lights at lift station 1.
 - Trained on how to operate new DVR and PTZ camera.
 - Sprayed district office for insects.
 - Completed staff training how to troubleshoot electrical panels for minor issues.
 - Replaced Plexiglas panels on security lights located in Stoney Creek Park. Replace one unit which was burnt out with spare saved from the previous pergola area. Replaced burnt out light bulbs.
 - Installed 2 new "Grow Zone" signs.
 - Contacted Time Warner Cable about some cable boxes that had been tampered with in Wild Senna alleyway.
 - Applied Thompson's water seal on all Dog Park obstacles & repaired entry gate.
 - Cleaned mildew off the entire Battenburg pedestrian bridge.
 - Replaced 2 concrete fence panels in Harris Ridge alleyway.
 - Repaired wire above pavilion areas that was dislodged.
 - Removed minor graffiti from utility poles at Howard & Harris Ridge Blvd. Minor content, no report filed.
 - Covered small area of abandoned 50 Acre Park trail with dirt and leaves to discourage use.
 - Applied granite on trails where needed after rain event.
 - Picked up and disposed of dumped debris on various roadways in district.
-
- Sent Easement Agreement to Brookfield HOA President for signature on 2/17/17. *(open item)*
 - TexasScapes reported a well/irrigation issue & looked at it with CTWM. CTWM requested Crossroads have their electrician look for a possible issue in the electrical panel. 2/13/17. *(closed item)*
 - Reported burned out pole light in Stoney Creek Park to City of Austin. *(open item)*
 - Called AT&T due to office phones not working. Part replaced. *(closed item)*
 - Working on bid request for future maintenance truck with the PSC. *(open item)*
 - Reported graffiti in pond across from Barron Elementary to land owner. *(open item)*
 - Heatherwilde fence collision on 1/13/17. TCSO Case# 17-1269 & TML Claim #PR51388. Repaired for \$2250. Repair completed 1/20/17. TML reimbursed \$1250.00 on 1/27/17. *(closed item)*
 - Heatherwilde fence collision on 1/24/17. TCSO Case# 17-2256 & TML Claim #PR51584. Repaired for \$2250. Repair completed 1/28/17. TML reimbursed \$1250.00 on 2/6/17. *(closed item)*
 - Working with Elite Security Systems to replace PTZ & dome security cameras. *(closed item)*
 - Modem for well auto dialer upgraded for 3G as approved by PSC on 2/1/17 *(closed item)*
 - Working on license agreement policy with subcommittee and attorney. E-mail to A& B to formalize.

EXHIBIT E

TCB Construction Inc.

PO Box 81642

Invoice

Date	Invoice #
2/13/2017	1246

Bill To
Northtown MUD 100 congress Ave. Suite 1300 Austin, TX. 78701

P.O. No.	Terms	Project
	Net 30	950 NT Diamond Plate Brid...

Quantity	Description	Rate	Amount
1	Cut, demo and haul off existing concrete. Install diamond plate galvanized bridge in order to allow water to flow under sidewalk. Install rock and concrete under bridge. Grade to drain and seed accordingly.	3,893.00	3,893.00
		Total	\$3,893.00

EXHIBIT F

**ORDER ESTABLISHING RULES AND REGULATIONS GOVERNING
PARKS AND RECREATIONAL FACILITIES AND GREENBELT,
INCLUDING WET POND, FACILITIES**

NORTHTOWN MUNICIPAL UTILITY DISTRICT

February 28, 2017

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

WHEREAS, Northtown Municipal Utility District (the "District") is the owner of parkland, recreational facilities and greenbelt areas (collectively, the "Parks"), including wet ponds that have both water quality and aesthetic features (collectively the "Ponds"), a disc golf course, and a pavilion; and

WHEREAS, the Board of Directors (the "Board") of the District is authorized to adopt and enforce all necessary rules and regulations governing the District's Parks and other District property and to establish fees, charges and a schedule for the use of its facilities;

IT IS ORDERED by the Board as follows:

Section 1. Access Policy.

1.01 Access to and use of the Parks between dusk and dawn is not permitted. Park hours will be from dawn to dusk unless otherwise established by the Board. Park hours will be posted in the Parks.

1.02 District's Pavilion - *Reserved.*

1.03 District's Disc Golf Course – *Reserved.*

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

2.01 No glass containers are permitted.

2.02 The discharge of firearms, pellet guns, bow and arrows, sling shots and other weapons or hazardous items is prohibited. The discharge of starter pistols is also prohibited.

2.03 The display of a firearm or other weapon in a manner calculated to alarm or threaten another person is prohibited.

2.04 No vandalism or other actions that could cause damage to the District's facilities or vegetation is permitted. Marking, painting or placing graffiti on the District's facilities or trees within the Parks, or cutting of trees within the Parks, is not

permitted. No spray paint cans or other paint products that could be used for marking, painting or placing graffiti on the District's facilities are permitted in the Parks.

2.05 Motorized vehicles and equipment are not allowed in the Parks, except on paved roads, driveways and marked parking areas, except as follows:

a. Authorized District vehicles, including vehicles of the District's contractors when engaged in approved District construction, maintenance or repair work and vehicles of District Board members when engaged in official District business; and

b. Vehicles admitted on a temporary basis for the purpose of delivering supplies or materials to patrons using the Parks, when authorized by the District's Manager in writing in advance, provided that no damage is caused to District facilities, grounds or sprinkler systems as a result.

2.06 No camping or open fires are permitted without the prior, written approval of the Board.

2.07 The possession or use of fireworks within the Parks is prohibited without the prior, written approval of the Board.

2.08 No disorderly conduct is permitted.

2.09 Children who are eight years old or younger must be supervised at all times by a parent or other responsible adult.

2.10 The use of controlled substances and/or consumption of alcoholic beverages is not permitted.

2.11 No amplified or live music or sound-generating machinery, device or equipment is permitted within 100 feet of a residential area. No amplified or live music or sound-generating machinery, device or equipment that creates vibrations apparent to a person of normal sensitivities more than 75 feet from the area it is generated and/or that creates sound in excess of 75 decibels that is audible more than 75 feet from the area it is generated is permitted.

2.12 No wildlife may be harmed, harassed, hunted, trapped or removed from the Parks unless expressly authorized by the Board.

2.13 Littering is not permitted. All trash generated by park patrons must be collected and disposed of in the trash receptacles provided or removed from the Parks and disposed of properly off of the premises. If trash receptacles are full, additional trash must be placed in plastic trash bags that are tied closed and placed next to the receptacles.

2.14 No smoking is permitted within 15 feet of any playground or playscape area.

2.15 No signs may be attached to or placed on any District property without the prior, written approval of the Board. Unauthorized signs may be removed and disposed of without liability to the individual who installed or placed them.

2.16 Moonwalks, inflatables, rock walls, water/splash slides, miniature trains and petting zoos are NOT permitted at any time.

2.17 Confetti and piñatas containing confetti or similar material are not permitted. The throwing of rice is not permitted.

2.18 The Board reserves the right to impose additional restrictions on use as the situation warrants.

Section 3. Additional Regulations Applicable to the Ponds.

3.01 Fishing in the Ponds is subject to regulation by the Board. Signage may be posted advising patrons whether “fishing is permitted”, “catch and release regulations are in effect”, or “fishing is prohibited”. Violations of any posted signage will subject the violator to a fine as authorized by these Rules.

3.02 When fishing is authorized under Section 3.01, it is only permitted from the banks of the Ponds. No wading or swimming in the Ponds is permitted.

3.03 Except for boats being used by District employees or contractors for maintenance purposes, no boats are permitted in the Ponds without prior approval of the Board or the District Manager. The access ramps are designed for pond maintenance only, and no boat trailers are permitted on the ramps.

3.04 No actions that could harm the natural flora and fauna in and around the Ponds is permitted. The release or feeding of domestic ducks around the Ponds is not permitted, as they may cause harm to the natural environment of the Ponds.

Section 4. Additional Regulations applicable to Dog and Use of the Dog Park.

4.01 General Regulations.

a. All dogs in the Parks must have all required vaccinations, with appropriate tags displayed on their collars. Dog owners or handlers must furnish proof of current vaccinations upon request.

b. Except when in specifically designated “off leash” dog park areas, all dogs must be confined to a leash under the physical control and restraint by their owners or handlers at all times, including when in and around Ponds.

c. Dogs that have been determined to be “dangerous dogs” under Chapter 822, Subchapter D of the Texas Health & Safety Code are not permitted in the Parks.

d. All waste generated by a dog while in the Parks must be collected by the dog's owner or handler and disposed of in an appropriate trash receptacle.

Section 5. Additional Regulations Applicable to "off leash" Dog Park areas.

5.01 Use of the dog park is at the patron's own risk. THE DISTRICT IS NOT RESPONSIBLE FOR ANY INJURY OR DAMAGE CAUSED BY ANY DOG IN THE OFF-LEASH DOG PARK AREA. All owners and handlers are responsible for any damage or injuries caused by the dogs they bring to the dog park.

5.02 All gates to the dog park must be closed and latched upon entry and departure.

5.03 The small dog enclosure is only for dogs 25 pounds and under. The large dog enclosure is only for dogs over 25 pounds.

5.04 No dog may be left unattended in the dog park. All dogs must be within the view of and under voice control by a handler over the age of 16 who is physically capable of controlling his or her dogs.

5.05 No handler may be responsible for more than three dogs on any one visit unless an exception is approved by the District Manager.

5.06 No large group activities or events, or reservations of the dog park, are permitted without prior Board approval.

5.07 Each handler must have a leash in his or her possession for each dog for which he or she is responsible.

5.08 Dog handlers must prevent all aggressive behavior by their dogs, including aggressive barking, biting, and fighting. Dogs displaying aggressive behavior must be removed from the premises immediately. DOG OWNERS AND HANDLERS ARE RESPONSIBLE FOR THE BEHAVIOR OF THEIR DOGS. AGGRESSIVE DOGS ARE NOT PERMITTED IN THE DOG PARK AT ANY TIME.

5.09 Dogs under four months of age, in heat, or displaying symptoms of illness are not permitted in the dog park.

5.10 Children must be under adult supervision at all times while within the dog park. Running and chasing after the dogs is not permitted.

5.11 Smoking, food, and glass containers are not permitted in the dog park.

Section 6. Additional Regulations Applicable to Use of the Pavilion.

6.01 Bicycles, skateboards, skates, rollerblades or similar items are not permitted within the pavilion.

6.02 Motorized vehicles are not permitted within the pavilion or on the pavilion grounds.

Section 7. Development standards. The District's recreational facilities will be developed and maintained in accordance with reasonably acceptable standards for similar facilities. Funds for the development and maintenance of the facilities may be obtained from the fees and charges established in this order and from any other lawful source of District revenue. These funds may be allocated within the District's annual budget. The Board finds that the size and location of its recreational facilities do not duplicate recreational facilities provided by other government entities and are harmonious with municipal or county recreational facilities, whether existing or proposed, serving the area in which the District is located.

Section 8. Vandalism Policy. Damage to District property is a crime. The District will offer a reward of \$500 to anyone providing information that leads to the apprehension and conviction of persons causing damage to District property. Persons causing damage to District property will be prosecuted to the full extent of the law. To report such activity, please call the Travis County Sheriff's office at (512) 974-0845. For emergency calls only dial 911.

Section 9. Authority; Costs; Penalties. The provisions of this Order constitute rules adopted under the authority set forth in Section 54.205, Texas Water Code. As provided in Section 54.206, Texas Water Code, the provisions of this Order will be recognized by the courts as if they were penal ordinances of a city. Any person or entity that violates any of the provisions of this Order may be punished by a penalty in an amount not to exceed \$1,000 per offense, and will be assessed all costs of clean-up, administrative and professional fees and fines or penalties levied by other governmental entities with jurisdiction. Each day of violation constitutes a separate offense. Any violator will be assessed all costs incurred by the District in connection with the violation, including reasonable fees for attorneys, expert witnesses and other costs incurred by the District, as permitted by Section 49.004, Texas Water Code.

In addition, violation of any of the rules and regulations contained in this Order, specifically including the provisions of this Order prohibiting aggressive dogs from use of the dog park, vandalism, possessing spray cans or other items prohibited by this Order while in the District's Parks, placing graffiti on the District's facilities or trees in the Parks, behavior that is dangerous to others, the use of vulgar language or other inappropriate behavior may subject the violator to exclusion and/or being barred from the District's Parks. The Board may direct the District's attorney to pursue an injunction in order to enforce an exclusion or bar from the Parks. An individual who enters the District's Parks after being excluded or barred from entry will subject to charges for trespassing, and the District will press charges for trespassing against any individual who enters the Parks after being excluded or barred from the Parks.

Section 10. Severability. If any provision of this Order or its application to any person or set of circumstances is, for any reason, held to be unconstitutional, invalid or unenforceable, the validity of the remaining portions of this Order or their application to other persons or sets of circumstances will not be affected, it being the intent of the

Board that no provision or regulation contained herein will become inoperative or fail by reason of the unconstitutionality or invalidity of any other provision or regulation.

Section 11. Publication of Notice. The President and Secretary of the Board, and the District's consultants, are hereby authorized to do all acts and things necessary pursuant to this Order, including publishing a substantive statement of these rules as required by Section §54.207, Texas Water Code.

Section 12. This Order supersedes all prior Orders of the Board relating to the subject matter.

(The remainder of this page has been intentionally left blank, and the signature page or pages follow.)

Passed and approved this 28 day of February, 2017.

**NORTHTOWN MUNICIPAL UTILITY
DISTRICT**

(SEAL)

By: Brenda Richter
Brenda Richter, Vice-President
Board of Directors

ATTEST:

Kathy Haught
Kathy Haught Secretary
Board of Directors

TEXASCAPES, INC.
13740 Research Blvd Ste J7
Austin, TX 78750

512-472-0207
(fax) 512-472-0229
www.texascapescapes.com

PROPOSAL FOR LANDSCAPE SERVICES

09-Feb-17

TO: NORTHTOWN Municipal Utility District
ATTN: Mona Oliver, District Manager
P.O. Box 2405
Pflugerville TX 78691-

PROPOSAL ID: 9078
HM PHONE:
WK PHONE: 512 965-1560
FAX:

PROJECT: PAVILION SIGN LANDSCAPE INFILL PLANTING

The Park Committee & District Manager have requested additional plantings within the landscape bed around the Pavilion Sign. Some of the initial perennial plantings have not performed good due to the salt levels of the well water or have reached their natural life expectancy. We suggest planting Flowering Red Yucca as they have performed well in this area and will complement the existing plants. This proposal includes the supervision, labor, and materials as outlined below and required for this work. If the Board desires to have this work scheduled, please return an executed copy of this proposal to our office.

DESCRIPTION	QTY	UM
FLOWERING RED YUCCA	41	3 GAL.
H.C. SHREDDED HARDWOOD MULCH	20	BAGS
SUPERVISION, LABOR, LANDSCAPE CREW EQUIPPED	1	LT
	SUBTOTAL	\$1,537.50
	SALES TAX	\$0.00
	TOTAL	\$1,537.50

Respectfully Submitted,

Accepted By:

Richard Fadal, President

Date:

This proposal expires on: 11-Mar-17

EXHIBIT H

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

Certificate Number:
 2017-172766

Date Filed:
 02/28/2017

Date Acknowledged:
 03/07/2017

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 TexaScapes, Inc.
 Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
 Northtown Municipal Utility District

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 20170228-8d
 Pavilion Sign Landscape Infill Planting - Proposal 9078

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Grissom, Doug	Austin, TX United States		X
	Fadal, Jennifer	Sunset Valley, TX United States	X	
	Fadal, Richard	Sunset Valley, TX United States	X	

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

 Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Certificate Number:
2017-172766

TexaScapes, Inc.
Austin, TX United States

Date Filed:
02/28/2017

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Date Acknowledged:

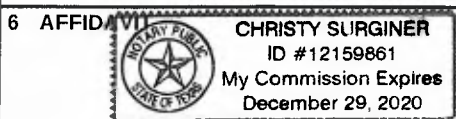
Northtown Municipal Utility District

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

20170228-8d
Pavilion Sign Landscape Infill Planting - Proposal 9078

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Grissom, Doug	Austin, TX United States		X
	Fadal, Jennifer	Sunset Valley, TX United States	X	
	Fadal, Richard	Sunset Valley, TX United States	X	

5 Check only if there is NO Interested Party.



I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Richard Fadal

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Richard Fadal, this the 28th day of February, 2017, to certify which, witness my hand and seal of office.

Christy Surginer
Signature of officer administering oath

Christy Surginer
Printed name of officer administering oath

Notary
Title of officer administering oath



P.O. Box 3639
Cedar Park, Texas 78630

DATE: February 21, 2017
TO: Northtown Municipal Utility District
Board of Directors
FROM: Scott J. Foster, P.E.
RE: Northtown MUD – Engineer’s Report for the February 28, 2017 Board Meeting

Report from District Engineer, including:

Parks Subcommittee Items

b) Wildflower Park Trail Repairs, including approval of any pay estimates or change orders;

TCB Construction has substantially completed the drainage repairs. Attached for approval is a pay estimate for the work that was completed within the approved \$5,000 budget.

District Engineer’s Report

a) Development Updates;

i) Pflugerville ISD Tract;

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

ii) Village at Northtown Section 2;

360 PSI provided comments on the construction plans and easements provided by the developer for Section 2 Phase 1 and Section 2 Phase 2 on September 12, 2014. The developer’s engineer provided updated plan sets on January 18, 2016 and June 13, 2016 in response to the 2014 comments, and a detailed review is pending. This project is anticipated to receive utility service through the Harris Ridge Extension project.

iii) Heatherwilde Retail Center;

The plans have been approved, and the status of construction is currently unknown.

iv) Harris Ridge Extension Project, including status of detention pond improvements;

The developer has received permission from the City and NTMUD for PISD to connect to the water and wastewater system. The contractor is still working on the drainage related items, and it is expected to be resolved in the future. No payment applications or change orders were provided for consideration. The owner was notified by 360 PSI on May 8, 2013 and May 13, 2013, that additional delays in this project being accepted could impact the ability of future projects to be connected to the District's system.

In July 2016, 360 PSI received information that the developer anticipates final resolution on the construction by December 2016. The work is still pending and is anticipated to be completed prior to the acceptance of the John Henry Faulk Water and Wastewater Improvements. The developer acknowledges the District's restrictions on additional connections to any unaccepted improvements.

v) John Henry Faulk Water and Wastewater Improvements including approval of any pay estimates or change orders;

The project has been awarded to the contractor (CC Carlton). Construction has started and is anticipated to be completed in mid 2017. Attached for approval are pay estimates 1 and 2. In accordance with the reimbursement agreement with the developer, these will be paid by the developer and may be considered in a future bond issue. No change orders have been received.

b) MS4 Compliance Update, including approval of any contracts, pay estimates, or change orders;

The TCEQ requires an annual report be filed which summarizes the District's MS4 related activities. The 2016 annual report was submitted in January 2017 and is pending approval at the TCEQ.

360 PSI also conducted the annual pond inspections on August 13, 2015. 360 PSI has met with the District's consultants and staff to discuss the findings and/or action items. Preliminary findings indicate that the District maintained ponds are satisfactory with "normal" operational items to be addressed. Based upon a follow up visit on the remaining ponds in November 2016, additional work was identified. TexaScapes is currently completing the work authorized in January.



c) District Fence and Facility Assessment, including authorization of agreements and bidding;

360 PSI is continuing the authorized work including the permitting and assistance with easements. The license agreement for the work along Wells Branch Parkway has been submitted and approval is expected in March 2017. Brookfield HOA has agreed to provide two easements for the fence and the future NTMUD District sign. These easements are pending execution. The project is anticipated to be ready for bidding in March/April 2017 with an anticipated completion in Fall 2017. Based upon the project status, 360 PSI recommends authorizing the subcommittee to execute the finalized license agreement and authorize the bidding of the project upon receipt of the approved license agreement and easements.

d) 50-Acre Park Pedestrian Bridge Study;

360 PSI has finalized preliminary design schematics which will satisfy the general requirements of both the City and County. A portion of the project requires an easement from the Village developer and is required prior to plan approval. In order to avoid potential project conflicts with the completion of their project, the developer has indicated they will provide the easement in escrow. As a result, the completion of the project is currently on-hold. 360 PSI has obtained the necessary permits from the City for the work located in the District's property. The bidding and construction of this project will be included in the Fence and Facility Project.

Contractor's Application For Payment No. 1

To (Owner): CUNNINGHAM/ALLEN	Application Period: December 31, 2016	Application Date: December 23, 2016
Project: VILLAGE @ NORTH TOWN	From (Contractor): C.C. CARLTON INDUSTRIES	Via (Engineer): CUNNINGHAM/ALLEN
Contract No.: 421-0109	Contract:	
	Contractor's Project No.: 16-026	Engineer's Project No.:

Application for Payment Change Order Summary

Approved Change Orders	Additions	Deductions
TOTALS	\$ -	\$ -
NET BY C.C.O.'S	\$ -	\$ -

1. ORIGINAL CONTRACT PRICE \$ 1,141,022.00
2. NET CHANGE BY CHANGE ORDERS \$ -
3. CURRENT CONTRACT PRICE (Line 1 ± 2) \$ 1,141,022.00
4. TOTAL COMPLETED AND STORED TO DATE (Column G on Progress Estimate) \$ 164,493.00
5. RETAINAGE:
 - a. 10% Work Completed: \$ 16,449.30
 - b. 10% Stored Material: \$ -
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5) \$ 148,043.70
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application) \$ -
8. AMOUNT DUE THIS APPLICATION \$ 148,043.70
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above) \$ 992,978.30

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

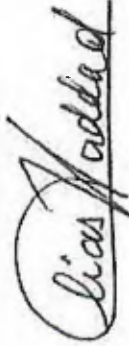
By:

Date:

12/23/16

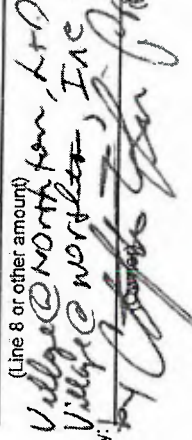
Payment of: \$148,043.70
(Line 8 or other amount)

is recommended by: Elias Haddad 1/16/2017
(Engineer)



Payment of: \$148,043.70
(Line 8 or other amount)

is approved by: Village@Northtown, LLC
by Village@Northtown, Inc. -
by [Signature] 1-27-17 (Date)



Approved by: _____ (Date)
Funding Agency (if applicable)

CONTINUATION SHEET

ATTACH TO PAY APPLICATION
 PROJECT: VILLAGE @ NORTH TOWN
 APPLICATION NUMBER: 12/23/16
 PERIOD TO: 30-Dec-16
 ARCHITECT'S PROJECT NO: 16-026

A Item No.	B Description of Work	UNIT	QTY	UNIT PRICE	C Schedule Value	D PREVIOUS QUANTITY COMPLETED THIS PERIOD	E TO DATE	F PREVIOUS AMOUNT	G AMOUNT THIS PERIOD	AMOUNT TO DATE	H Balance To Finish (C - G)	I Retainage
WASTEWATER IMPROVEMENTS												
	4" MANHOLES	EA	15	\$ 4,000.00	\$ 60,000.00		15	\$ -	\$ 6,000.00	\$ 6,000.00	\$ 54,000.00	\$ 600.00
	EXTRA DEPTH MANHOLE	VF	70	\$ 500.00	\$ 35,000.00			\$ -	\$ -	\$ -	\$ 35,000.00	\$ -
	8" PVC SDIG28 PIPE ALL DEPTHS	LF	512	\$ 45.00	\$ 23,040.00		76.8	\$ -	\$ 2,456.00	\$ 3,486.00	\$ 19,554.00	\$ 345.00
	12" PVC SDIG28 PIPE ALL DEPTHS	LF	202	\$ 54.00	\$ 10,908.00		653	\$ -	\$ 35,282.00	\$ 46,190.00	\$ 105,786.00	\$ 3,526.20
	15" PVC SDIG28 PIPE ALL DEPTHS	LF	208	\$ 60.00	\$ 12,480.00		20.8	\$ -	\$ 1,248.00	\$ 1,248.00	\$ 11,232.00	\$ 124.80
	TRENCH SAFETY	LF	3332	\$ 1.00	\$ 3,332.00			\$ -	\$ -	\$ -	\$ 3,332.00	\$ -
	CONNECT TO EXIST	EA	4	\$ 2,000.00	\$ 8,000.00		1	\$ -	\$ 2,000.00	\$ 2,000.00	\$ 6,000.00	\$ 200.00
	5" MANHOLE	EA	1	\$ 7,000.00	\$ 7,000.00			\$ -	\$ -	\$ -	\$ 7,000.00	\$ -
	STAKING	LS	1	\$ 4,700.00	\$ 4,700.00			\$ -	\$ 4,700.00	\$ 4,700.00	\$ -	\$ 470.00
	SUBTOTAL				\$ 294,000.00			\$ -	\$ 92,666.00	\$ 92,666.00	\$ 211,334.00	\$ 5,266.00
WATER IMPROVEMENTS												
	15" GATE VALVES	EA	8	\$ 7,000.00	\$ 56,000.00			\$ -	\$ -	\$ -	\$ 56,000.00	\$ -
	8" GATE VALVES	EA	14	\$ 1,800.00	\$ 25,200.00			\$ -	\$ -	\$ -	\$ 27,800.00	\$ -
	15" GATE VALVES	EA	10	\$ 1,400.00	\$ 14,000.00			\$ -	\$ -	\$ -	\$ 14,000.00	\$ -
	FIRE HYDRANT ASSY	EA	10	\$ 3,000.00	\$ 30,000.00			\$ -	\$ -	\$ -	\$ 30,000.00	\$ -
	15" D.I. PIPE	LF	4360	\$ 85.00	\$ 370,800.00		654	\$ -	\$ 62,130.00	\$ 62,130.00	\$ 308,670.00	\$ 6,210.00
	8" D.I. PIPE	LF	140	\$ 70.00	\$ 9,800.00		14	\$ -	\$ 980.00	\$ 980.00	\$ 8,820.00	\$ 88.00
	8" D.I. PIPE	LF	100	\$ 65.00	\$ 6,500.00		10	\$ -	\$ 650.00	\$ 650.00	\$ 5,850.00	\$ 65.00
	36" STL ENCASMENT	LF	75	\$ 160.00	\$ 12,000.00			\$ -	\$ -	\$ -	\$ 12,000.00	\$ -
	TRENCH SAFETY	LF	4540	\$ 1.00	\$ 4,540.00			\$ -	\$ -	\$ -	\$ 4,540.00	\$ -
	CONNECT TO EXIST	EA	4	\$ 2,500.00	\$ 10,000.00			\$ -	\$ -	\$ -	\$ 10,000.00	\$ -
	2" COMBO ARV ASSY	EA	1	\$ 4,800.00	\$ 4,800.00			\$ -	\$ -	\$ -	\$ 4,800.00	\$ -
	PRV W/ VALVT	EA	2	\$ 80,000.00	\$ 160,000.00			\$ -	\$ -	\$ -	\$ 160,000.00	\$ -
	15" X 8" TEE & PLUG	LF	14	\$ 1,000.00	\$ 14,000.00			\$ -	\$ -	\$ -	\$ 14,000.00	\$ -
	STAKING	LS	1	\$ 6,356.00	\$ 6,356.00			\$ -	\$ 6,356.00	\$ 6,356.00	\$ -	\$ 635.60
	SUBTOTAL				\$ 769,296.00			\$ -	\$ 70,116.00	\$ 70,116.00	\$ 699,180.00	\$ 7,011.60
EROSION CONTROLS												
	SIC	EA	3	\$ 2,300.00	\$ 6,900.00		3	\$ -	\$ 6,900.00	\$ 6,900.00	\$ -	\$ 690.00
	SILT FENCE	LF	8062	\$ 3.00	\$ 24,186.00		8062	\$ -	\$ 24,186.00	\$ 24,186.00	\$ -	\$ 2,418.60
	NATIVE GRASS SEEDING	SY	5415	\$ 1.00	\$ 5,415.00			\$ -	\$ -	\$ -	\$ 5,415.00	\$ -
	ROCK BERM	LF	425	\$ 25.00	\$ 10,625.00		425	\$ -	\$ 10,625.00	\$ 10,625.00	\$ -	\$ 1,062.50
	TCPSSIL & REVEG	SY	30000	\$ 1.00	\$ 30,000.00			\$ -	\$ -	\$ -	\$ 30,000.00	\$ -
	SUBTOTAL				\$ 77,126.00			\$ -	\$ 41,711.00	\$ 41,711.00	\$ 35,415.00	\$ 4,171.10
UNIT PRICE ALLOWANCE												
	TRENCH CAP	LF	1	\$ 120.00	\$ 120.00			\$ -	\$ -	\$ -	\$ 120.00	\$ -
	TOTAL				\$ 1,141,022.00			\$ -	\$ 154,493.00	\$ 154,493.00	\$ 976,529.00	\$ 16,448.30

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project VILLAGE @ NORTHTOWN

Job No. 16-026

On receipt by the signer of this document of a check from VILLAGE @ NORTHTOWN, LTD (maker of check) in the sum of \$ 148,043.70 payable to C.C. CARLTON INDUSTRIES LTD (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of VILLAGE @ NORTHTOWN, LTD (owner) located at WELLS BRANCH (location) to the following extent: UTILITY INSTALLATION (job description).

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to VILLAGE @ NORTHTOWN, LTD (person with whom signer contracted) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

Date 12/23/16

C.C. CARLTON INDUSTRIES LTD (Company name)

By [Signature] (Signature)

PROJECT MANAGER (Title)

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 23RD day of DECEMBER, 2016, by David Davis (name), project manager (job title) of C.C. CARLTON INDUSTRIES LTD (company name).



[Signature]
NOTARY PUBLIC, STATE OF TEXAS

Contractor's Application For Payment No.

To (Owner): CUNNINGHAM/ALLEN Project: VILLAGE @ NORTHTOWN Project No.: 421-0109	Application Period: January 31, 2017 From (Contractor): C.C. CARLTON INDUSTRIES Contract: Contractor's Project No.: 16-026
Application Date: January 26, 2017 Via (Engineer): CUNNINGHAM/ALLEN Engineer's Project No.:	

Application for Payment Change Order Summary

Approved Change Orders Number	Additions	Deductions
TOTALS	\$ -	\$ -
NET BY C.C.O.'S	\$ -	\$ -

- 1. ORIGINAL CONTRACT PRICE \$ 1,141,022.00
- 2. NET CHANGE BY CHANGE ORDERS \$ -
- 3. CURRENT CONTRACT PRICE (Line 1 ± 2) \$ 1,141,022.00
- 4. TOTAL COMPLETED AND STORED TO DATE (Column G on Progress Estimate) \$ 376,419.20
- 5. RETAINAGE:
 - a. 10% Work Completed: \$ 37,641.92
 - b. 10% Stored Material: \$ -
- 6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5) \$ 338,777.28
- 7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application) \$ 148,043.70
- 8. AMOUNT DUE THIS APPLICATION \$ 190,733.58
- 9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above) \$ 802,244.72

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By:

Date: 1-26-2017

Payment of \$ 190,733.58

is recommended by: (Owner) 2/8/2017 (Date)

Payment of \$ 190,733.58 (Line 8 or other amount)

is approved by: (Owner) 2-8-2017 (Date)

Approved by: _____ (Date) _____ (Date)

Funding Agency (if applicable)

CONTINUATION SHEET
ATTACHMENT TO PAY APPLICATION

PROJECT:
VILLAGE @ NORTH TOWN

APPLICATION NUMBER:
12/23/16
30-Dec-16
PERIOD TO:
ARCHITECTS PROJECT NO:
16-826

A Item No.	B Description of Work	C Scheduled Value	D PREMO	E QUANTITY COMPLETED THIS PERIOD	F TO DATE	G PREVIOUS AMOUNT	H AMOUNT THIS PERIOD	I AMOUNT TO DATE	J % (GIC)	K Balance To Finish (C - G)	L Retainage
WASTEWATER IMPROVEMENTS											
EA	4" MANHOLE	\$ 4,000.00	1.5	1.5	7.5	6,000.00	24,000.00	\$ 30,000.00	50%	\$ 30,000.00	\$ 3,000.00
VF	EXTRA DEPTH MANHOLE	\$ 500.00	7.5	7.5	17.5	8,750.00	8,750.00	\$ 8,750.00	25%	\$ 26,250.00	\$ 2,625.00
LF	8" PVC SDR26 PIPE ALL DEPTHS	\$ 45.00	78.2	54.2	128	\$ 3,436.00	2,304.00	\$ 5,740.00	23%	\$ 17,260.00	\$ 875.00
LF	12" PVC SDR26 PIPE ALL DEPTHS	\$ 141,048.00	653	653	1308	\$ 35,252.00	\$ 35,252.00	\$ 70,524.00	50%	\$ 70,524.00	\$ 7,052.40
LF	18" PVC SDR26 PIPE ALL DEPTHS	\$ 60.00	20.8	20.8	20.8	\$ 1,248.00	-	\$ 1,248.00	100%	\$ 11,232.00	\$ 1,248.00
LF	TRENCH SAFETY	\$ 1.00	1187.7	1187.7	1187.7	-	1,187.70	\$ 1,187.70	35%	\$ 2,165.80	\$ 118.62
EA	CONNECT TO EXIST	\$ 2,000.00	1	0.25	0.25	\$ 2,000.00	-	\$ 2,000.00	25%	\$ 8,000.00	\$ 200.00
EA	3" MANHOLE	\$ 7,000.00	1	0.25	0.25	\$ 4,700.00	1,750.00	\$ 1,750.00	25%	\$ 5,250.00	\$ 175.00
LS	STAKING	\$ 4,700.00	1	1	1	\$ 4,700.00	4,700.00	\$ 4,700.00	100%	\$ -	\$ -
	SUBTOTAL	\$ 24,600.00				\$ 52,656.00	79,737.70	\$ 175,995.20		\$ 168,701.80	\$ 12,693.82
WATER IMPROVEMENT											
EA	6" GATE VALVES	\$ 7,000.00	8	3	3	\$ -	21,000.00	\$ 21,000.00	38%	\$ 35,000.00	\$ 2,100.00
EA	8" GATE VALVES	\$ 1,950.00	14	6	6	\$ -	11,700.00	\$ 11,700.00	40%	\$ 15,600.00	\$ 1,770.00
EA	6" GATE VALVES	\$ 1,400.00	4	4	4	\$ -	5,600.00	\$ 5,600.00	40%	\$ 8,400.00	\$ 860.00
EA	FIRE HYDRANT ASS'Y	\$ 3,000.00	4	4	4	\$ -	12,000.00	\$ 12,000.00	0%	\$ 18,000.00	\$ 1,200.00
LF	16" D.I. PIPE	\$ 95.00	9.7	8.7	8.7	\$ 62,130.00	82,840.00	\$ 144,970.00	33%	\$ 269,230.00	\$ 14,497.00
LF	8" D.I. PIPE	\$ 70.00	14	14	14	\$ 980.00	-	\$ 980.00	10%	\$ 8,820.00	\$ 56.00
LF	6" D.I. PIPE	\$ 65.00	10	10	10	\$ 650.00	2,600.00	\$ 3,250.00	50%	\$ 3,250.00	\$ 325.00
LF	36" STL ENCASMENT	\$ 160.00	10	10	10	\$ -	454.00	\$ 454.00	10%	\$ 4,095.00	\$ 45.40
LF	TRENCH SAFETY	\$ 1.00	454	454	454	\$ -	454.00	\$ 454.00	27%	\$ 7,500.00	\$ 264.00
EA	CONNECT TO EXIST	\$ 2,500.00	4	1	1	\$ -	2,500.00	\$ 2,500.00	27%	\$ 4,600.00	\$ -
EA	2" COMBO ARMASSY	\$ 4,500.00	2	2	2	\$ -	4,500.00	\$ 4,500.00	27%	\$ 160,000.00	\$ -
EA	12" MANHOLE	\$ 80,000.00	1	1	1	\$ -	80,000.00	\$ 80,000.00	100%	\$ -	\$ -
LF	18" X 8" TEE & PLUG	\$ 1,000.00	14	14	14	\$ -	14,000.00	\$ 14,000.00	100%	\$ -	\$ -
LS	STAKING	\$ 6,356.00	1	1	1	\$ 6,356.00	6,356.00	\$ 6,356.00	100%	\$ -	\$ -
	SUBTOTAL	\$ 768,236.00				\$ 76,115.00	134,824.00	\$ 208,619.00		\$ 501,476.00	\$ 20,881.00
EROSION CONTROL											
EA	SILT FENCE	\$ 2,300.00	3	3	3	\$ 6,900.00	-	\$ 6,900.00	100%	\$ -	\$ -
LF	NATIVE GRASS SEEDING	\$ 3.00	8052	8052	8052	\$ 24,156.00	-	\$ 24,156.00	100%	\$ -	\$ -
LF	ROCK BERM	\$ 1.00	425	425	425	\$ 10,625.00	-	\$ 10,625.00	100%	\$ -	\$ -
LF	TOPSOIL & REVEG	\$ 25.00	425	425	425	\$ 10,625.00	-	\$ 10,625.00	100%	\$ -	\$ -
	SUBTOTAL	\$ 77,126.00				\$ 41,711.00	-	\$ 41,711.00		\$ 35,415.00	\$ 4,171.10
UNIT PRICE ALLOWANCE											
LF	TRENCH TAP	\$ 120.00	1	1	1	\$ -	-	\$ -		\$ 120.00	\$ -
	TOTAL	\$ 1,441,092.00				\$ 184,483.00	\$ 11,526.20	\$ 376,419.20	33%	\$ 764,602.80	\$ 37,641.80

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project VILLAGE @ NORTHTOWN

Job No. 16-026

On receipt by the signer of this document of a check from VILLAGE @ NORTHTOWN, LTD (maker of check) in the sum of \$ 190,733.58 payable to C.C. CARLTON INDUSTRIES LTD (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of VILLAGE @ NORTHTOWN, LTD (owner) located at WELLS BRANCH (location) to the following extent: UTILITY INSTALLATION (job description).

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to VILLAGE @ NORTHTOWN, LTD (person with whom signer contracted) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

Date 1/26/17

C.C. CARLTON INDUSTRIES LTD (Company name)

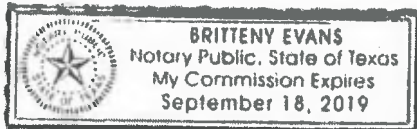
By [Signature] (Signature)

PROJECT MANAGER (Title)

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 26 day of JANUARY, 2017, by Jared Davis (name), project manager (job title) of C.C. CARLTON INDUSTRIES LTD (company name).



[Signature]
NOTARY PUBLIC, STATE OF TEXAS

LICENSE AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This Agreement is made and entered into by and between Travis County, Texas (the "COUNTY") and Northtown Municipal Utility District (the "DISTRICT"), hereinafter collectively referred to as the "Parties", for the purposes and consideration described herein.

WITNESSETH:

WHEREAS, the COUNTY has accepted the dedication of the roads in _____, a subdivision located in Travis County, being more particularly described in that certain plat recorded at _____ of the Plat Records of Travis County (the "Subdivision"); and

WHEREAS, the DISTRICT plans to install and maintain certain improvements in portions of the right-of-way of _____ in the Subdivision; and

WHEREAS, the improvements include, but are not limited to, _____ (the "Improvements") within portions of the right-of-way of the Subdivision roads, which are not intended or used for vehicular traffic; and

WHEREAS, the area of the right-of-way within which the Improvements are to be installed and/or maintained (the "Licensed Property") is described in Exhibit "A", which is attached hereto and incorporated herein for all purposes;

NOW, THEREFORE, the COUNTY and the DISTRICT agree as follows:

I. Grant

Subject to the conditions in this Agreement and to the extent of the right, title and interest of the COUNTY in and to the Licensed Property and without any express or implied warranties, the COUNTY grants to the DISTRICT permission to use the Licensed Property to construct, maintain and repair the Improvements to be located within the Licensed Property.

II. Consideration

The COUNTY and the DISTRICT each acknowledge the receipt and sufficiency of good and valuable consideration for the execution of this Agreement, including but not limited to the following:

1. The beautification to be afforded to the community by the Improvements.
2. The agreement by the DISTRICT to provide the below-specified insurance and indemnification in favor of the COUNTY.

III. County's Rights to Licensed Property

A. This Agreement is expressly subject and subordinate to the present and future right of the COUNTY, its successors, assigns, lessees, grantees, and licensees, to construct, install, establish, maintain, use, operate, and renew any public utility facilities, franchised public facilities, roadways or streets on, beneath or above the surface of the Licensed Property. The COUNTY shall take reasonable measures to prevent damage to any Improvements on the Licensed Property, however, any damage to or destruction of the DISTRICT'S property by the COUNTY in the exercise of the above-described rights shall be at no charge, cost, claim or liability to the COUNTY, its agents, contractors, officers or employees. Nothing in this Agreement shall be construed to limit in any way the power of the COUNTY to widen, alter or improve the Licensed Property pursuant to official action by the governing body of the COUNTY or its successors; provided, however, that the COUNTY shall provide the DISTRICT with at least thirty (30) days prior written notice of any such contemplated action.

B. NOTWITHSTANDING ANY PROVISIONS IN THIS AGREEMENT TO THE CONTRARY, THE COUNTY RETAINS THE RIGHT TO ENTER UPON THE LICENSED PROPERTY, AT ANY TIME AND WITHOUT NOTICE, ASSUMING NO OBLIGATION TO THE DISTRICT, TO REMOVE ANY OF THE IMPROVEMENTS OR ALTERATIONS THEREOF, WHENEVER SUCH REMOVAL IS DEEMED NECESSARY FOR: (A) EXERCISING THE COUNTY'S RIGHTS OR DUTIES WITH RESPECT TO THE LICENSED PROPERTY; (B) PROTECTING PERSONS OR PROPERTY; OR (C) THE PUBLIC HEALTH OR SAFETY WITH RESPECT TO THE LICENSED PROPERTY.

IV. Insurance

A. The DISTRICT shall, at its sole expense, provide extended public liability insurance coverage, written by the Texas Municipal League Intergovernmental Risk Pool

or a company acceptable to the County and licensed to do business in Texas in the amounts of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) per occurrence and ONE MILLION DOLLARS (\$1,000,000.00) in the aggregate for property damage and personal injury and death, which coverage may be provided in the form of a rider and/or endorsement to a previously existing insurance policy. Such insurance coverage shall specifically name the COUNTY OF TRAVIS as coinsured or as an additional insured. This insurance coverage shall cover all perils arising out or connected in any way to the activities of the DISTRICT, its officers, employees, agents or contractors, relative to this Agreement. The DISTRICT shall be responsible for any deductibles stated in the policy. A true copy of each instrument affecting such additional coverage shall be delivered to the COUNTY'S Executive Manager of Transportation and Natural Resources Department within twenty one (21) days of the effective date of this Agreement.

B. The DISTRICT shall not cause any insurance to be canceled nor permit any insurance to lapse. All insurance certificates shall include a clause to the effect that the policy shall not be canceled, reduced, restricted or otherwise limited until thirty (30) days after the COUNTY has received written notice as evidenced by a return receipt of registered or certified mail.

V. Indemnification

To the extent permitted by Texas law, the DISTRICT agrees to and shall indemnify, defend and hold harmless the COUNTY and its officers, agents and employees against all claims, suits, demands, judgments, expenses, including attorney's fees, or other liability for personal injury, death, or damage to any person or property, which arises from or is in any manner connected to or caused in whole or in part by the DISTRICT'S construction, maintenance or use of the Licensed Property. This indemnification provision, however, shall not apply to any claims, suits, damages, costs, losses or expenses (i) for which the COUNTY shall have been compensated by insurance provided under Paragraph IV., above, or (ii) arising solely from the negligent or willful acts of the COUNTY, provided that for the purposes of the foregoing, the COUNTY'S act of entering into this Agreement shall not be deemed to be a "negligent or willful act".

VI. Conditions

A. Compliance with Regulations. The DISTRICT agrees that all construction, maintenance and repair permitted by this Agreement shall be done in compliance with all applicable City, County, State and/or Federal policies, traffic, building, health and safety ordinances, laws and regulations.

B. DISTRICT'S Responsibilities. The DISTRICT will be responsible for any damage to or relocation of existing facilities required by the construction of the Improvements. Further, the DISTRICT shall reimburse the COUNTY for all reasonable costs incurred by the COUNTY in replacing or repairing any property of the COUNTY or of others which was damaged or destroyed as a result of activities under this Agreement by or on behalf of the DISTRICT.

C. Maintenance. The DISTRICT shall maintain the Licensed Property by keeping the area free of debris and litter and maintaining the Improvements. Removal of dead or dying plants shall also be handled by the DISTRICT at its expense.

D. Removal or Modification. The DISTRICT agrees that removal or modification of any Improvements now existing or to be later replaced shall be at the DISTRICT'S sole discretion, except where otherwise provided by this Agreement. This Agreement, until its expiration or revocation, shall run as a covenant on the land on the above-described real property, and the terms and conditions of this Agreement shall be binding on any successors and assigns in interest to the DISTRICT or the COUNTY. A written memorandum of this agreement shall be filed in the Official Public Records of Travis County, Texas.

E. Default. In the event that the DISTRICT fails to maintain the Licensed Property, then the COUNTY shall give the DISTRICT written notice thereof by registered or certified mail, return receipt requested, to the addresses set forth below. The DISTRICT shall have thirty (30) days from the date of receipt of such notice to take action to remedy the failure complained of and, if the DISTRICT does not satisfactorily remedy the same within the thirty (30) day period, the COUNTY may, at the COUNTY'S option, perform the work or contract for the completion of the work. In addition, the DISTRICT agrees to pay, within thirty (30) days of written demand by the COUNTY, all reasonable costs and expenses incurred by the COUNTY in completing the work.

VII. Commencement; Termination by Abandonment

This Agreement shall begin on the date of full execution and continue thereafter for so long as the Licensed Property shall be used for the purposes set forth herein, unless terminated under other provisions of this Agreement. If the DISTRICT abandons the use of all or any part of the Licensed Property for such purposes set forth in this Agreement, then this Agreement, as to such portion or portions abandoned, shall expire and terminate following thirty (30) days written notice by the COUNTY to the DISTRICT, if such abandonment has not been remedied by the DISTRICT within such period. The COUNTY shall thereafter have the same complete title to the Licensed Property so abandoned as though this Agreement had never been made and shall have the right to enter on the Licensed Property and terminate the rights of the DISTRICT, its successors

and assigns hereunder. All installations of the DISTRICT not removed shall be deemed property of the COUNTY as of the time abandoned.

VIII. Termination

A. Termination by the DISTRICT. This Agreement may be terminated by the DISTRICT by delivering written notice of termination to the COUNTY not later than thirty (30) days before the effective date of termination. If the DISTRICT so terminates, then it may remove installations that it made from the Licensed Property within the thirty (30) day notice period. Any installations not removed within said period are agreed to be the property of the COUNTY.

B. Termination by COUNTY. The COUNTY may revoke this Agreement at any time, if such revocation is reasonably required by the public interest, after providing at least thirty (30) days prior written notice to the DISTRICT. Subject to prior written notification to the DISTRICT or its successors in interest, this Agreement is revocable by the COUNTY if:

1. The Improvements or a portion of them interfere with the COUNTY'S use of the Licensed Property;
2. Use of the Licensed Property becomes necessary for a public purpose;
3. The Improvements or a portion of them constitute a danger to the public which the COUNTY deems not to be remediable by alteration or maintenance of such Improvements;
4. Despite thirty (30) days written notice to the DISTRICT, maintenance or alteration necessary to alleviate a danger to the public has not been made; or
5. The DISTRICT fails to comply with the terms and conditions of this Agreement, including, but not limited to, the insurance requirements specified herein.

If the DISTRICT abandons or fails to maintain the Licensed Property, and the COUNTY receives no substantive response within thirty (30) days following written notification to the DISTRICT, then this Agreement shall terminate and the COUNTY may remove and/or replace all improvements or a portion thereof and collect from DISTRICT the COUNTY'S actual expenses incurred in connection therewith.

IX. Eminent Domain

If eminent domain is exerted on the Licensed Property by paramount authority, then the COUNTY will, to the extent permitted by law, cooperate with the DISTRICT to effect the relocation of the DISTRICT'S affected installations at the DISTRICT'S sole expense. The DISTRICT shall be entitled to retain all monies paid by the condemning authority for its installations taken, if any.

X. Interpretation

In the event of any dispute over its meaning or application, this Agreement shall be interpreted fairly and reasonably and neither more strongly for or against either party.

XI. Application of Law

This Agreement shall be governed by the laws of the State of Texas. If the final judgment of a court of competent jurisdiction invalidates any part of this Agreement, then the remaining parts shall be enforced, to the extent possible, consistent with the intent of the Parties as evidenced by this Agreement.

XII. Venue

TO THE EXTENT ALLOWED BY TEXAS LAW, IT IS AGREED THAT VENUE FOR ALL LAWSUITS CONCERNING THIS AGREEMENT WILL BE IN TRAVIS COUNTY, TEXAS. THIS AGREEMENT CONCERNS REAL PROPERTY LOCATED IN TRAVIS COUNTY, TEXAS, AND IS WHOLLY PERFORMABLE IN TRAVIS COUNTY.

XIII. Covenant Running with Land

This License Agreement and all of the covenants herein shall run with the land; therefore, the conditions set forth herein shall inure to and bind each Party's successors and assigns.

XIV. Assignment

The DISTRICT shall not assign, sublet or transfer its interest in this Agreement without the written consent of the COUNTY. If such consent is granted, it shall then be the duty of the DISTRICT, its successors and assigns, to give prompt written notice to the

COUNTY of any assignment or transfer of any of the DISTRICT'S rights in this Agreement, giving name, date, address and contact person.

XV. Notice

Any notice and/or statement, required or permitted hereunder, shall be deemed to be given and delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses or at such other addresses specified by written notice delivered in accordance herewith:

DISTRICT:

Northtown Municipal Utility District
4121 Wells Branch Parkway
Building One, Suite 106
Pflugerville, Texas 78660

COUNTY:

Honorable Sarah Eckhardt (or successor)
Travis County Judge
P.O. Box 1748
Austin, Texas 78767

COPY TO:

Steven M. Manilla, P.E, County Executive (or successor)
Travis County Transportation and Natural Resources Dept.
P.O. Box 1748
Austin, Texas 78767

COPY TO:

Honorable David a. Escamilla (or successor)
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767
Attn: File No. _____

XVI. Annexation by City

If the total area within the Licensed Property is annexed for full purposes by the City of Austin (the "CITY"), then all references in this Agreement to "the COUNTY" shall be

construed to mean "the CITY" and any other references to COUNTY employees shall be construed to mean the analogous CITY employee or officer.

(The remainder of this page has been intentionally left blank, and the signature page or pages follow.)

TRAVIS COUNTY, TEXAS:

By: _____
Sarah Eckhardt, County Judge

Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the ____ day of _____, 2017, by Sarah Eckhardt, County Judge of Travis County, Texas, a duly organized county and political subdivision of the state of Texas, on behalf of said County.

Notary Public in and for the State of Texas

TERMS AND CONDITIONS ACCEPTED this 28th day of February,
2017:

NORTHTOWN MUNICIPAL UTILITY
DISTRICT

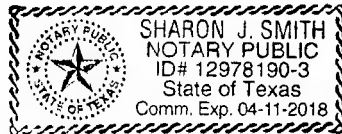
By: Brenda Richter
~~Robin Campbell, President~~
Board of Directors
Vice President

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 28th day of February,
2017, by ~~Robin Campbell, President~~ of **NORTHTOWN MUNICIPAL UTILITY DISTRICT**,
a municipal utility district, on behalf of said district.

Brenda Richter
Vice President

Sharon J. Smith
Notary Public, State of Texas



AFTER RECORDING, RETURN TO:

Armbrust & Brown, PLLC
Attn: Sue Littlefield
100 Congress Ave., Ste. 1300
Austin, Texas 78701

After Recording, Please Return To:

Northtown Municipal Utility District
c/o Sue Brooks Littlefield
Armbrust & Brown, PLLC
100 Congress Avenue, Suite 1300
Austin, TX 78701

FENCE AND SIGN EASEMENT AGREEMENT

STATE OF TEXAS

§

KNOW ALL BY THESE PRESENTS THAT:

§

COUNTY OF TRAVIS

§

THIS FENCE AND SIGN EASEMENT AGREEMENT (this "*Easement Agreement*") is executed effective as of the 1 day of March, 2017, by **Brookfield Owners Association, Inc.**, a Texas non-profit corporation ("*Grantor*"), to and for the benefit of **Northtown Municipal Utility District**, a political subdivision of the State of Texas ("*Grantee*"), whose address is 1421 Wells Branch Parkway, Building One, Suite 106, Pflugerville, Texas 78660.

For good and valuable consideration, including Grantee's agreement to construct and maintain the fence described below, Grantor has GRANTED, SOLD, and CONVEYED and does hereby GRANT, SELL, and CONVEY unto Grantee non-exclusive easement (the "*Easements*") on, over, and across the tracts of land described below (collectively, the "*Easement Property*"):

Lot 50, Block T of the Gaston-Sheldon Subdivision Section Four, a subdivision in Travis County, Texas, as shown on the plat recorded under Document No. 200300076 of the Official Public Records of Travis County, Texas (the "*East Tract*"); and

Lot 92, Block DD of the Gaston-Sheldon Subdivision Section Three, a subdivision in Travis County, Texas, as shown on the plat recorded under Document No. 200200243 of the Official Public Records of Travis County, Texas (the "*West Tract*").

TO HAVE and HOLD the Easements unto Grantee and Grantee's successors and assigns forever, subject to the terms hereof, and Grantor binds Grantor and Grantor's successors and assigns to WARRANT and FOREVER DEFEND, all and singular, the Easements unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof; subject to the terms and conditions hereof and all matters of record in the Official Public Records of Travis County, Texas or visible and apparent on the ground.

The Easements on the East Tract and the West Tract may be used by Grantee and Grantee's successors and assigns for the construction, maintenance, repair, removal, and replacement of a seven-foot high precast concrete fence (the "*Fence*"). In addition, the Easement on the West Tract may be used by Grantee and Grantee's successors and assigns for the construction maintenance, repair, removal and replacement of one Northtown Municipal Utility District sign (the "*Sign*"). The Fence and Sign will be located as shown on the schematic plan attached as **Exhibit A**. No additional improvements may be located on the Easement Property without the prior approval of Grantor. Following completion of construction of the Fence and Sign, Grantee agrees to maintain them in a good state of repair.

EXECUTED to be effective as of the date first written above.

GRANTOR:

**BROOKFIELD OWNERS ASSOCIATION,
INC., a Texas non-profit corporation**

By: *[Signature]*
Scott Dollins
Its President

STATE OF TEXAS §

COUNTY OF TRAVIS §

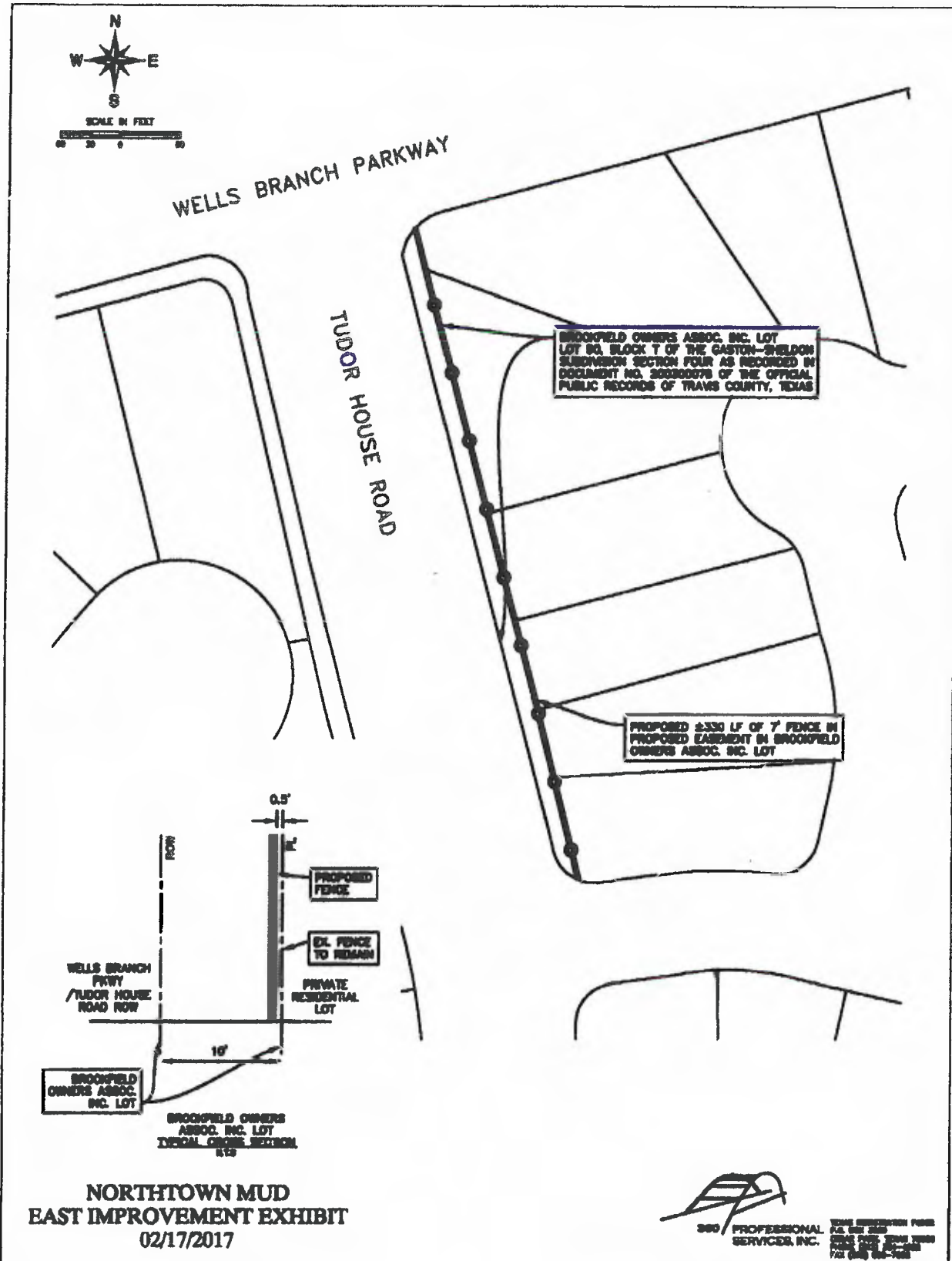
This instrument was acknowledged before me on March 1, 2017 by SCOTT DOLLINS, President of Brookfield Owners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

[Signature]
Notary Public Signature

(SEAL)



EXHIBIT A





WELLS BRANCH PARKWAY

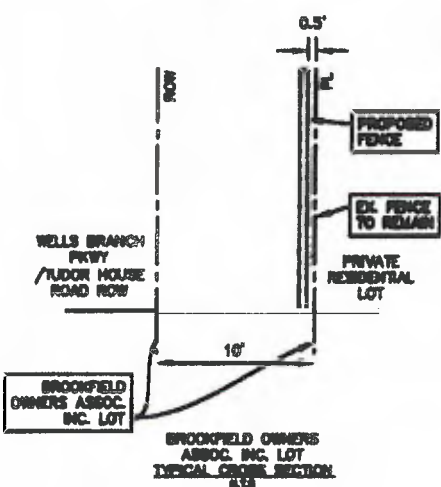
FUTURE MONUMENT SIGN

TUDOR HOUSE ROAD

PROPOSED 2300 LF OF 7' FENCE IN PROPOSED EASEMENT IN BROOKFIELD OWNERS ASSOC. INC. LOT

BROOKFIELD OWNERS ASSOC. INC. LOT LOT 82, BLOCK 80 OF THE GASTON-SHELDON SUBDIVISION SECTION THREE AS RECORDED IN DOCUMENT NO. 200800843 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

PROPOSED 280 LF OF 7' FENCE IN PROPOSED EASEMENT IN BROOKFIELD OWNERS ASSOC. INC. LOT



**NORTHTOWN MUD
WEST IMPROVEMENT EXHIBIT
02/17/2017**



280 PROFESSIONAL SERVICES, INC.
REGISTERED PROFESSIONAL ENGINEER
 STATE OF TEXAS LICENSE NO. 12345
 PROFESSIONAL GRADE 804-5880
 FAX 800-588-7088

f. The bidder must not have been declared in default under any contract with the District, or had any bond revoked, and must not have sued or threatened to sue the District in connection with any bid, contract or project.

g. The bidder must provide a list of all subcontractors that it intends to use to perform any portion of the work, and a detail of the work that is to be subcontracted. The contractor must require that all subcontractors carry worker's compensation insurance. All subcontractors must either carry a minimum of \$1,000,000 in general liability insurance or the bidder's general liability insurance must include coverage for subcontracted work. All subcontractors will be subject to pre-approval by the District.

Section 2. Qualification Affidavit. Each prospective bidder must submit an affidavit in the form attached as **Exhibit A** on or before the date of the bid opening, affirming that it complies with the minimum qualification criteria of this Order. **The required affidavit may not be included in the sealed bid envelope, but may be attached to the outside of the bid envelope.** If a bidder fails to furnish a completed, signed and notarized affidavit, in the form required, that bidder will be deemed not to be qualified and its bid will be rejected.

Section 3. Statement of Qualifications. To demonstrate its qualifications under this Order, each bidder must further be prepared to submit, within three days after the bid opening, upon the District's engineer's request, a Statement of Qualifications in the form attached as **Exhibit B**. Statements of Qualification will be evaluated and subject to approval by the District's engineer. If a bidder fails to furnish the required information, that bidder will be deemed not to be qualified and its bid will be rejected.

Section 4. Pre-bid Conference. If the District's engineer has scheduled a mandatory pre-bid conference for the project, attendance by an authorized representative of each prospective bidder at the pre-bid conference will be required and bids will not be accepted from any bidder who fails to attend the pre-bid conference.

Section 5. Bid Deposit. A bid deposit, in the form of cashier's or certified check in the amount of 5% of the bid price, payable to the District, on a responsible bank in the State of Texas, will be required for all bidders on District projects. For contracts for more than \$250,000, the District will, in lieu of a cashier's or certified check, accept a bid bond in the amount of 5% of the bid price, payable to the District, issued by a surety legally authorized to do business in the State of Texas as a bid deposit. If a bidder fails or refuses to furnish the required bid deposit, that bidder's bid will be rejected. If a successful bidder fails or refuses to enter into a contract with the District or to provide the payment and performance bonds required under Chapter 2253, Texas Government Code, and insurance required by the bid documents, the bidder's bid deposit will be forfeited to the District.

Section 6. Notice to Bidders. The District's engineer will notify all prospective bidders of the requirements of this Order, and a copy of this Order will be included in all bid packages.

Section 7. Acceptance of Bids. Only bidders who meet the requirements of this Order will be considered for the award of a contract for the portion of the District's park, utility facility and drainage construction projects that exceed \$75,000.

Section 8. Unsuccessful Work. Any bidder who is awarded a contract for a District construction project and does not successfully complete the project either due to excessive time, poor workmanship, or failure to comply with contractual requirements will lose its status as a qualified bidder.

ADOPTED to be effective this ~~22nd~~ day of February, 2017.

**NORTHTOWN MUNICIPAL UTILITY
DISTRICT**

By: Brenda Richter
Brenda Richter, Vice-President
Board of Directors

ATTEST:

Kathy Haugh
Kathy Haugh, Secretary
Board of Directors

EXHIBIT A
AFFIDAVIT OF BIDDER'S QUALIFICATIONS

MUST BE SUBMITTED ON OR BEFORE THE BID OPENING

DO NOT INCLUDE IN THE SEALED BID ENVELOPE

Qualification Statements

The District requires that certain minimum criteria be met by each contractor interested in submitting a bid for this project. Each bidder must be able to answer "YES" to each of the questions below to be eligible to bid. If you cannot answer "YES" to each of the questions below, your bid will be rejected. This affidavit must be completed, signed and notarized and submitted to the District on or before the bid opening. If you fail to provide this affidavit as required, your bid will be rejected.

Name of contractor: _____

Address: _____

Authorized Representative: _____

Telephone Number: _____

Email Address: _____

Qualification Statements	Answer Yes or No
My company has successfully completed at least three projects in an amount equal to or greater than 75% of its bid price for this project and similar scope to this project in the last three years <u>or</u> the principals and project superintendent of my company have previously owned or been employed by a contractor that successfully completed at least three such projects during the period prior to forming or becoming employed by my company.	
My company has bonding capacity equal to or greater than my company's bid on this project.	
My company carries at least \$2 million in general liability insurance and carries workers' compensation insurance.	

My company has (i) been in business for a minimum of three years, or (ii) the principal(s) and project superintendent of my company previously owned or were previously employed in a management position by a contractor that performed projects of a size and scope similar to the project for a period of for a period of at least three years, or (iii) my company has previously successfully completed at least two construction projects for the District.	
My company has never defaulted under any construction contract or had a bond revoked nor has my company sued or threatened to sue the District in connection with any bid, contract or project.	
A list of all subcontractors my company intends to use and a description of the work each will perform is attached to this affidavit.	
A description of the percentage of work to be performed by my company's own employees is attached to this affidavit.	
I have confirmed that all proposed subcontractors carry workers' compensation insurance. I confirm that all subcontractors either carry a minimum of \$1,000,000 in general liability insurance <u>or</u> my company's general liability insurance includes coverage for subcontracted work	

The undersigned hereby confirms that the foregoing statements are true, complete and correct and authorizes any person, firm or corporation to furnish any information requested by Northtown Municipal Utility District, its engineer or their agents, collectively, to verify the representations contained in this Affidavit of Bidder's Qualifications.

Dated this _____ day of _____, 20__.

Name of Contractor: _____
Name: _____
Title: _____
Signature: _____

STATE OF _____ §

COUNTY OF _____ §

_____, being duly sworn, deposes and says that the answers to the foregoing questions and all statements therein contained are true and correct and sufficiently complete so as not to be misleading.

Date: _____
Title: _____

Subscribed and sworn to before me this _____ day of _____ 20__.

NOTARY PUBLIC, STATE OF _____

(SEAL)

My Commission Expires:

EXHIBIT B

INSTRUCTION TO BIDDERS REGARDING BIDDER'S STATEMENT OF QUALIFICATIONS

Bidder Qualifications:

After receipt of bids, each bidder must, within three days of being requested to do so, complete and provide the attached statement and furnish complete information pertaining to its financial condition and any other information deemed necessary to demonstrate the bidder's ability to perform the work on which it has bid satisfactorily and within the designated time. Failure to complete and submit the statement within such three-day period will disqualify a bidder from being awarded a contract.

Required Supporting and Background Information

Please complete the following information in support of your statement of qualification and regarding your company's history and background. Please note that all questions must be answered in the format provided and that a notarized signature is required at the end of the form. Upon request, this document will be provided electronically to assist in your submittal preparation.

A contractor will not be permitted to assign, sell, transfer, or otherwise dispose of the contract or any portion thereof, or its rights, title, or interest therein without the approval of the District and the District's engineer.

The following, without limitation, are some of the causes considered sufficient for the disqualification of a bidder and the rejection of the bid:

- A. More than one bid for the same work is received from an individual, firm, partnership, or corporation.
- B. Evidence of collusion among bidders.
- C. Poor performance in the execution of work under previous contracts, whether for the District or otherwise.
- D. Failure to achieve reasonable progress on any existing contract.
- E. Default on previous contracts or failure to execute Contract Documents after award.
- F. A pattern of litigation claiming damages or additional compensation within the past four years.
- H. Evidence of failure to pay subcontractors, suppliers, vendors, or employees.
- I. Failure to furnish complete information or providing false information on the Affidavit or Bidder's Qualifications or Statement of Bidder's Qualifications.
- J. Failure to meet the minimum requirements as listed in the Statement of Bidder Qualifications.
- K. Failure to comply with these INSTRUCTIONS TO BIDDERS.

STATEMENT OF BIDDER'S QUALIFICATIONS

The bidder must submit this Statement of Bidder's Qualifications within three days of request by the District's engineer. All questions must be answered and the data given must be clear and comprehensive. This statement must be signed and notarized. If necessary, questions may be answered on separate attached sheets. The bidder may submit additional information.

1. Submitted By: _____

2. Principal office, address and telephone number:

3. How many years has your organization been in business as a contractor? _____.

4. How many years has your organization been in business under its present name?

5. If your organization is a corporation, answer the following:
Date of incorporation: _____
State of incorporation: _____
President's name: _____
Vice President's name(s): _____
Secretary's Name: _____
Treasurer's Name: _____
Other Officers: _____

6. If your organization is a partnership, answer the following:
Date of organization: _____
Type of partnership (if applicable): _____
Name(s) of general partners(s): _____

If your organization is individually owned, answer the following:
Date of organization: _____
Name of Owner: _____

8. Has your organization ever failed to complete any work awarded to it? _____
If yes, submit details explaining fully the contract and circumstances.
Has your firm ever been awarded a bonus for early completion of work?
_____ Yes _____ No. If yes, give details of job and incentives.
9. Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers? _____
If yes, attach details.
10. Has your organization ever filed any lawsuits or requested arbitration with regard to any construction contracts within the last five years? _____
If yes, attach details.
11. Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? _____ If the answer is yes, please attach details.
12. Has your firm ever been assessed liquidated damages on any project? _____
Provide explanation of contract, circumstances and manner addressed by your company.
13. On a separate sheet, list the major contracts your organization has completed in the past two years, giving the name of the project, owner, engineer, contract amount, date of completion and percentage of work performed by your organization.
14. On a separate sheet, list the major contracts your organization has in progress, giving the name of the project, owner, engineer, contract amount, percent complete, start date and scheduled completion date.
15. State the average annual dollar amount of work performed during the last five years.

16. Attach statements of background and experience of the principle members of your organization, including the officers and the person who may be the superintendent for this contract.
17. Identify recent projects similar in type and size to this contract. List the names and phone numbers of references for each if not previously noted above.

18. Attach a list of equipment available for this contract.

19. Bonding Capacity: _____

Name of bonding company: _____

Name, address and telephone number of agent: _____

20. Attach copies of Certificates of Good Standing from the Secretary of State's Office for the company, corporation or entity.

The undersigned hereby confirms that the foregoing statements are true, complete and correct and authorizes and requests any person, firm or corporation to furnish any information requested by Northtown Municipal Utility District, its engineer or their agents, collectively, in verification of the representations contained in this Statement of Bidder's Qualifications.

Dated this _____ day of _____, 20__.

Name of Contractor: _____

Name: _____

Title: _____

Signature: _____

STATE OF _____ §

COUNTY OF _____ §

_____, being duly sworn, deposes and says that the answers to the foregoing questions and all statements therein contained are true and correct and sufficiently complete so as not to be misleading.

Date: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____ 20__.

NOTARY PUBLIC, STATE OF _____

(SEAL)

My Commission Expires:

Northtown Municipal Utility District

February 28, 2017

- Review Cash Activity Report, including Receipts and Expenditures

- Action Items:

- Approval of director and vendor payments
- Approve funds transfers as follows:
 - JP Morgan Chase Operating Account to JP Morgan Chase Manager's Account \$16,500.00 – Check #6722
 - Compass Lockbox to TexPool General Operating Account: \$100,000.00
 - Logic Operating to JP Morgan Chase Operating: \$300,000.00
 - Logic Tax Account to Logic Operating Account: \$754,832.52
 - Logic Tax Account to Logic Debt Service Account: \$650,000.00

Northtown Municipal Utility District
Cash Activity Report - Operating Account
January 31, 2017 - February 28, 2017

		General Fund Operating Account
Cash Balance - January 31, 2017		\$ 331,604.96
Subsequent Activity		15,657.83
Cash Receipts	Dessau Fountains	20,550.52
Cash Receipts	TML - Fence Damage Insurance Claim	1,250.00
Credit Card Expenses	January 2017	(6,142.69)
Total Subsequent Activity		<u>15,657.83</u>
Expenditures to be Approved February 28, 2017		(320,752.00)
Payroll Expenses	ACH Payroll	16,646.89
Security Patrol Payroll Expenses	ACH Payroll 2/8/2017	3,782.67
Security Patrol Payroll Expenses	ACH Payroll 2/23/2017	3,421.84
Amaro, Felix T	6690 Director's Fees - February 28, 2017	138.52
Campbell, Robin	6691 Director's Fees - February 28, 2017	138.52
Capers, Christopher B.	6692 Director's Fees - February 28, 2017	138.52
Haught, Kathy	6693 Director's Fees - February 28, 2017	138.53
Richter, Brenda K	6694 Director's Fees - February 28, 2017	138.52
G&I VII Wells Branch, LP	6695 Rent - April 2017	4,402.26
All Star Management	6696 Customer Refund	64.21
Austin Lone Star Realty	6697 Customer Refund	68.18
Mason Properties	6698 Customer Refund	141.48
Scowden Properties	6699 Customer Refund	130.86
360 Professional Services, Inc.	6700 Engineering Fees - January 2017	10,753.19
Armburst & Brown, P.L.L.C.	6701 Legal Fees - January 2017	11,988.74
Bott & Douthitt, P.L.L.C.	6702 Accounting Fees - January 2017	6,250.00
Voided Check	6703 Voided Check	-
Brenntag Southwest	6704 Chemicals - January 2017	6,969.76
Crossroads Utility Services	6705 Operations - January 2017	37,447.54
DSHS Central Lab MC2004	6706 Laboratory Fees 11/29/16	415.40
Employee Incentive Plans, Inc.	6707 401(k) Administration Fee	937.89
McCall Gibson Swedlund Barfoot P.L.L.C.	6708 Audit Fees FYE 9/30/16	4,500.00
Ramona Oliver	6709 Expense Reimbursement	340.06
Robles, Ernest.	6710 Mileage Reimbursement - January 2017	263.76
TCB Construction, Inc.	6711 Diamond Plate Bridge	3,893.00
Texas Disposal Systems, Inc.	6712 Garbage Fees - January 2017	51,218.86
TexaScapes	6713 Landscape Maintenance - February 2017	31,830.00
Travis County Sheriff's Department	6714 Security Vehicle - January 2017	2,840.00
Amaro, Felix T	6715 Director's Fees - Additional Per Diems	277.05 *
Haught, Kathy	6716 Director's Fees - Additional Per Diems	138.52 *
Richter, Brenda K	6717 Director's Fees - Additional Per Diems	138.53 *
Aqua-Tech Laboratories, Inc.	6718 Lab Fees - January 2017	150.00 *
City of Austin	6719 Water/Wastewater Purchases - January 2017	115,167.12 *
Elite Systems	6720 Security Monitoring & Camera	1,535.00 *
Travis County Water District #10	6721 COA Rates Consulting	4,346.58 *
		<u>320,752.00</u>
*Added after packet distribution		
Subtotal		26,510.79
Transfers to be approved at February 28, 2017 Meeting		283,500.00
Northtown M.U.D.	6722 Transfer to Manager's Account	(16,500.00)
Northtown M.U.D.	Transfer from Logic Operating Account	<u>300,000.00</u>
		<u>283,500.00</u>
Projected Balance as of February 28, 2017		\$ 310,010.79

**Northtown Municipal Utility District
Cash Activity Report - Manager's Account
December 31, 2016 - February 28, 2017**

		<u>General Fund Manager's Account</u>
Cash Balance - December 31, 2016		\$ 20,028.26
Subsequent Activity		1,313.17
Expenditures Approved at the December 20, 2016 Meeting (Cks #5949 - 5978)		(9,278.41)
Silva, Michael	5979 Replace stale check #4910	(426.47)
City of Austin	5980 Park Utilities - January 2017	(185.31)
Ramona Oliver	5981 Petty Cash Reimbursement	(477.66)
TML IEBP	5982 Employee Benefits - February 2017	(1,753.72)
TXU Energy	5983 Street Lights/Office Electric - January 2017	(816.92)
Transfers Approved at January 24, 2017 Meeting		14,250.00
Interest Income	January 2017	1.66
Total Subsequent Activity		<u>1,313.17</u>
Cash Balance - January 31, 2017		\$ 21,341.43
Subsequent Activity		837.44
Void Check #5887		837.44
Total Subsequent Activity		<u>837.44</u>
Expenditures to be Approved at February 28, 2017 Meeting		(13,711.55)
Antx, Inc.	5984 3G Modem - Irrigation	737.07
AT&T Mobility	5985 Telephone - January 2017	32.71
Atmos Energy	5986 Utilities - January 2017	84.17
City of Austin	5987 Lift Station Electric - January 2017	1,972.34
Time Warner Cable	5988 Park Internet - January 2017	112.07
AT&T	5989 Telephone - January 2017	480.24
City of Austin	5990 Park Utilities/Street Lights/LS Electric - 1/2017	2,443.38
Concretex	5991 Fencing - Repair damage - Heatherwilde	2,250.00
Ramona Oliver	5992 Petty Cash Reimbursement	488.40
Bates, Melissa / Nichols, Ashley	5993 Customer Refund	84.10
Carrillo, Catherine M.	5994 Customer Refund	546.66
Chan, Weiping	5995 Customer Refund	102.26
Christian, Stephanie	5996 Customer Refund	145.07
Contreras, Cynthia	5997 Customer Refund	134.02
Deleon, Elisa	5998 Customer Refund	216.78
Demars, Kelly	5999 Customer Refund	275.60
Eufracio, Dianicio	6000 Customer Refund	41.65
Fisher, John / Fisher, Caitlin	6001 Customer Refund	114.10
Gallegos, Angel	6002 Customer Refund	201.03
Gola, Berhanu / Lamessa, Jenny	6003 Customer Refund	70.00
Knight, Kijana Jeneree	6004 Customer Refund	123.97
Le, Nam	6005 Customer Refund	29.19
Lopez, Sonja	6006 Customer Refund	126.32
Lyons, Brendan & Erin	6007 Customer Refund	90.23
Miley, Steven / Jarrod, Roy	6008 Customer Refund	680.28
Moore, Roberta	6009 Customer Refund	135.74
Nguyen, Truc	6010 Customer Refund	113.90
Reynolds, William	6011 Customer Refund	123.36
Trevino, Felipa	6012 Customer Refund	897.54
City of Austin	6013 Park Utilities - January 2017	17.65
Martin, Kimberly and Fis, Courtney	6014 Reissue check #5887	837.44
Bowie, Frank	6015 Mileage Reimbursement - January 2017	4.28
Total Subsequent Expenditures		<u>13,711.55</u>
Subtotal		8,467.32
Transfers to be approved at February 28, 2017 Meeting - Check #6722		16,500.00
Projected Balance as of February 28, 2017		\$ 24,967.32

**Northtown Municipal Utility District
Cash Activity Report - Park Fund Account
January 31, 2017 - February 28, 2017**

	<u>Park Fund Operating Account</u>
Cash Balance - January 31, 2017	\$ 39,657.39
Subsequent Activity	-
Expenditures to be Approved at February 28, 2017 Meeting	-
Projected Balance as of February 28, 2017	\$ 39,657.39

**Northtown Municipal Utility District
Cash/Investment Activity Report
January 31, 2017 - February 28, 2017**

	Interest Rate	Maturity Date	Balance 1/31/2017	Subsequent Receipts	Subsequent Disbursements	Subtotal	Transfers to be 2/28/2017	Projected Balance 2/28/2017
General Fund -								
JP Morgan Chase (Operating)	0.0800%	N/A	\$ 331,604.96	\$ 21,800.52	\$ (326,894.69)	\$ 26,510.79	\$ 283,500.00	\$ (1),(3)
JP Morgan Chase (Manager's)	0.0800%	N/A	21,341.43	837.44	(13,711.55)	8,467.32	16,500.00	(1)
Compass Bank Lockbox	0.1000%	N/A	100,246.57	6,576.33	-	106,822.90	(100,000.00)	(2)
Logic Operating - 01	0.9825%	N/A	7,371,607.17	-	-	7,371,607.17	(300,000.00)	(3)
TexPool Operatng	0.5615%	N/A	2,455,866.29	-	-	2,155,866.29	854,832.52	(2),(4)
TexPool Fiscal Surety Park Imp 1	0.5615%	N/A	152,839.30	-	-	152,839.30	-	152,839.30
TexPool Fiscal Surety Park Imp 2	0.5615%	N/A	163,058.77	-	-	163,058.77	-	163,058.77
Total - General Fund			10,296,564.49	29,214.29	(340,606.24)	9,985,172.54	754,832.52	10,740,005.06
Park Fund -								
JP Morgan Chase (Park Operating)	0.0800%	N/A	39,657.39	-	-	39,657.39	-	39,657.39
Logic - Park Fund - 02	0.9825%	N/A	6,033.67	-	-	6,033.67	-	6,033.67
TexPool Park	0.5615%	N/A	4,314.85	-	-	4,314.85	-	4,314.85
Total - Park Fund			50,005.91	-	-	50,005.91	-	50,005.91
Debt Service Fund -								
Logic - Tax Account	0.9825%	N/A	1,453,108.09	-	-	1,453,108.09	(1,404,832.52)	(4),(5)
Logic - Debt Service	0.9825%	N/A	2,078,544.31	-	-	2,078,544.31	650,000.00	(5)
Total - Debt Service Fund			3,531,652.40	-	-	3,531,652.40	(754,832.52)	2,776,819.88
Capital Project Fund -								
Logic - Capital Projects 2006	0.9825%	N/A	33.37	-	-	33.37	-	33.37
Logic - 2007 Capital Projects	0.9825%	N/A	47,601.13	-	-	47,601.13	-	47,601.13
Logic - SR 2009 CPF	0.9825%	N/A	34,342.84	-	-	34,342.84	-	34,342.84
Logic - SR 2011 CPF	0.9825%	N/A	171,920.83	-	-	171,920.83	-	171,920.83
Total - Capital Project Fund			253,898.17	-	-	253,898.17	-	253,898.17
Total - All Funds			\$ 14,132,120.97	\$ 29,214.29	\$ (340,606.24)	\$ 13,820,729.02	\$ -	\$ 13,820,729.02

- (1) To transfer funds from JP Morgan Chase Operating to JP Morgan Chase Manager's Account: \$16,500.00 - Check #6722
- (2) To transfer funds from Compass Bank Lockbox Account to TexPool General Operating: \$100,000.00
- (3) To transfer funds from Logic Operating to JP Morgan Chase Operating: \$300,000.00
- (4) To transfer funds from Logic Tax to Logic General Operating Account: \$754,832.52
- (5) To transfer funds from Logic Tax to Logic Debt Service Account: \$650,000.00

**Northtown Municipal Utility District
P.O. Box 2445
Round Rock, TX 78680**

February 28, 2017

Compass Bank
SALLY HAGANS
AVP, PUBLIC FUNDS MANAGEMENT
5 RIVERWAY DR
HOUSTON TEXAS 77056

Dear Compass Bank;

Please consider this letter as written authorization by the Northtown MUD Board of Directors to transfer the following funds:

\$100,000.00 From Compass Bank Lockbox Account
to TexPool Operating Account

If you should have any questions, please contact Tricia Melton at (512) 733-0700

Sincerely,

Northtown MUD
Board of Directors

**Northtown Municipal Utility District
P.O. Box 2445
Round Rock, TX 78680**

February 28, 2017

LOGIC Participant Services
1201 Elm Street, Ste 3500
Dallas, TX 75270

Re: Funds Transfer

Dear Logic;

Please consider this letter as written authorization by the Northtown MUD Board of Directors to transfer the following funds:

\$300,000.00 From Logic General Operating Account
to JP Morgan Chase Operating Account

If you should have any questions, please contact Tricia Melton at (512) 733-0700

Sincerely,

Northtown MUD
Board of Directors

Northtown Municipal Utility District
P.O. Box 2445
Round Rock, TX 78680

February 28, 2017

LOGIC Participant Services
1201 Elm Street, Ste. 3500
Dallas, TX 75270

Re: Funds Transfer

Dear Logic,

Please consider this letter as written authorization by the Northtown MUD Board of Directors to transfer the following funds:

\$754,832.52 From Logic Tax Account
to Logic Operating Account

If you should have any questions, please contact Tricia Melton at (512) 733-0700

Sincerely,

Northtown MUD
Board of Directors

Northtown Municipal Utility District
P.O. Box 2445
Round Rock, TX 78680

February 28, 2017

LOGIC Participant Services
1201 Elm Street, Ste 3500
Dallas, TX 75270

Re: Funds Transfer

To Whom It May Concern,

Please consider this letter as written authorization by the Northtown MUD Board of Directors to transfer the following funds per the attached wiring instructions:

\$650,000.00 Logic Tax Account
to Logic Debt Service Account

If you should have any questions, please contact Tricia Melton at (512) 733-0700

Sincerely,

Northtown MUD
Board of Directors

MONTHLY GENERAL MANAGER'S REPORT
NORTHTOWN MUNICIPAL UTILITY DISTRICT
BOARD OF DIRECTORS MEETING
February 21, 2017

**Northtown Municipal Utility District
Operations Report
For the Month of January 2017**

GENERAL INFORMATION

Occupied Single Family Connections	<u>2947</u>	x 3 =	<u>8841</u>
Vacant Single Family Connections	<u>19</u>		
Vacant Irrigation Connections	<u>1</u>		
Vacant Fire Hydrant	<u>1</u>		
Multi Family Connections	<u>830</u>	830 Units x 3 =	<u>2490</u>
Commercial	<u>1</u>		
Builder Connections	<u>1</u>		
Schools	<u>2</u>		
Non-Profit	<u>2</u>		
Fire Hydrants	<u>1</u>		
District Connections	<u>9</u>		
Irrigation Connections	<u>23</u>		
TOTAL CONNECTIONS	<u>3837</u>		<u>11331</u> Estimated Population

BACTERIOLOGICAL ANALYSES

<u>5</u>	Water sample(s) taken on	<u>01/04/17</u>	All bacterial samples were satisfactory.
<u>5</u>	Water sample(s) taken on	<u>01/10/17</u>	All bacterial samples were satisfactory.

WATER ACCOUNTING

Pumped through master meter(s) from	<u>01/01/17</u>	to	<u>01/31/17</u>	<u>20,833,000</u>	Gallons
Total Gallons Received/Billing Period from	<u>11/29/16</u>	to	<u>12/28/16</u>	<u>21,055,000</u>	Gallons
Total Gallons Billed from	<u>11/29/16</u>	to	<u>12/28/16</u>	<u>18,544,000</u>	Gallons
Flushing	<u>11/29/16</u>	to	<u>12/28/16</u>	<u>54,000</u>	Gallons
Billing Adjustments from	<u>11/29/16</u>	to	<u>12/28/16</u>	<u>(23,000)</u>	Gallons
Gallons gain/loss				<u>(2,480,000)</u>	Gallons
Percentage gain/loss				<u>-11.78%</u>	

NORTHTOWN MUNICIPAL UTILITY DISTRICT

Water Report

January 2017

Total Water Flows

Month	2016	2017
January	20,893	20,833
February	19,306	
March	21,278	
April	21,553	
May	21,939	
June	24,659	
July	30,764	
August	27,438	
September	25,345	
October	26,056	
November	23,405	
December	21,671	
TOTAL	284,307	20,833

Bacteriological Analyses

Samples: 10 satisfactory taken on 1/4,10/17

Chlorine Residual

	January
Average	1.9
Maximum (4.0)	2.6
Minimum (0.5)	1.2

Total Wastewater Billed

Month	2016	2017
January		14,605
February		
March	14,399	
April	14,997	
May	15,089	
June	15,849	
July	15,294	
August	16,162	
September	15,338	
October	15,212	
November	14,869	
December	15,586	

NORTHTOWN M.U.D. - WATER LOSS CHART

DATE FROM	DATE TO	MASTER METER	CONSUMPTION TOTALS	FLUSHING TOTALS	BILLING ADJUSTMENTS	GALLONS UNACCOUNTED	PERCENT GAIN/LOSS
09/29/14	10/29/14	23,898.0	22,180.0	24.3	(18.0)	-1711.8	-7.16%
10/30/14	11/24/14	18,042.0	16,252.0	54.0	(10.0)	-1746.0	-9.68%
11/25/14	12/29/14	22,784.0	20,381.0	21.6	-	-2381.4	-10.45%
12/30/15	01/29/15	20,340.0	19,194.0	54.0	(26.0)	-1118.0	-5.50%
01/30/15	03/01/15	19,601.0	15,981.0	54.0	(75.0)	-3641.0	-18.58%
03/02/15	03/29/15	18,043.0	19,340.0	54.0	(101.0)	1250.0	6.93%
03/30/15	04/29/15	21,005.0	18,385.0	54.0	(518.0)	-3084.0	-14.68%
04/30/15	05/29/15	20,164.0	17,606.0	54.0	-	-2504.0	-12.42%
05/30/15	06/29/15	22,112.0	20,665.0	19.5	(138.0)	-1565.6	-7.08%
06/30/15	07/29/15	26,205.0	24,556.0	21.8	-	-1627.2	-6.21%
07/30/15	08/28/15	31,612.0	28,855.0	79.9	(405.0)	-3082.2	-9.75%
08/29/15	09/28/15	29,145.0	27,350.0	34.1	(37.0)	-1797.9	-6.17%
TOTALS		272,951.0	250,745.0	525.1	(1,328.0)	(23,009.0)	---
AVERAGE		22,745.9	20,895.4	43.8	(110.7)	(1,917.4)	-8.43%
09/29/15	10/28/15	25,977.0	25,592.0	79.5	(30.0)	-335.5	-1.29%
10/29/15	11/29/15	23,399.0	18,812.0	33.0	(30.0)	-4584.0	-19.59%
11/30/15	12/28/15	19,406.0	17,807.0	36.0	(24.0)	-1587.0	-8.18%
12/29/15	01/27/16	20,187.0	18,976.0	39.0	(4.0)	-1176.0	-5.83%
01/28/16	02/25/16	19,278.0	17,170.0	74.5	(751.0)	-2784.5	-14.44%
02/26/16	03/29/16	22,630.0	21,216.0	56.0	(77.0)	-1435.0	-6.34%
03/30/16	04/27/16	20,741.0	18,847.0	27.0	(39.0)	-1906.0	-9.19%
04/28/16	05/29/16	22,850.0	21,638.0	69.0	-	-1143.0	-5.00%
05/30/16	06/28/16	24,219.0	21,966.0	54.0	(20.0)	-2219.0	-9.16%
06/29/16	07/31/16	32,486.0	29,226.0	36.0	(20.0)	-3244.0	-9.99%
08/01/16	08/29/16	26,026.0	22,961.0	54.0	(20.0)	-3031.0	-11.65%
08/30/16	09/28/16	25,974.0	22,484.0	58.5	(33.0)	-3464.5	-13.34%
TOTALS		283,173.0	256,695.0	616.5	(1,048.0)	(26,909.5)	---
AVERAGE		23,597.8	21,391.3	51.4	(87.3)	(2,242.5)	-9.50%
09/29/16	10/26/16	22,965.0	21,647.0	54.0	(99.0)	-1363.0	-5.94%
10/27/16	11/28/16	26,142.0	22,446.0	52.5	(74.0)	-3717.5	-14.22%
11/29/16	12/28/16	21,055.0	18,544.0	54.0	(23.0)	-2480.0	-11.78%
TOTALS		70,162.0	62,637.0	160.5	(196.0)	(7,560.5)	---
AVERAGE		23,387.3	20,879.0	53.5	(65.3)	(2,520.2)	-10.78%

**Northtown Municipal Utility District
Irrigation**

<u>DATE</u>	<u>DISTRICT</u>	<u>BILLED</u>	<u>TOTAL</u>
Jan-15	13	127	140
Feb-15	6	28	34
Mar-15	16	168	184
Apr-15	21	684	705
May-15	24	801	825
Jun-15	59	978	1,037
Jul-15	56	1,854	1,910
Aug-15	998	3,467	4,465
Sep-15	307	3,591	3,898
Oct-15	132	2,904	3,036
Nov-15	15	1,383	1,398
Dec-15	7	927	934
Jan-16	43	815	858
Feb-16	60	513	573
Mar-16	71	634	705
Apr-16	111	1,187	1,298
May-16	101	1,525	1,626
Jun-16	254	2,437	2,691
Jul-16	133	2,482	2,615
Aug-16	185	2,169	2,354
Sep-16	213	2,342	2,555
Oct-16	199	1,424	1,623
Nov-16	1,275	2,160	3,435
Dec-16	46	624	670
Jan-17	57	421	478

**NORTHTOWN MUNICIPAL UTILITY DISTRICT
 WATER REPAIR LOG > \$500
 JANUARY 2017**

DATE	ADDRESS	PROBLEM	COST
03/11/16	IN DISTRICT	SPOILS HAUL OFF PROJECT	\$1,458.11
04/14/16	1200 STAPLE CV	FIRE HYDRANT REPAIRED	\$1,559.95
06/29/16	14012 CEYLON TEA CR	REPLACED BROKEN CURBSTOPS (2)	\$936.92
07/22/16	IN DISTRICT	COMPLETED WORK ON HYDRANT-HIT BY CAR	\$2,081.14
08/16/16	13805 CAMBOURNE DR	CRIMPED & REPAIRED TAP LEAK	\$1,421.16
09/22/16	HEATHERWILD & HOWARD	COMPLETED WORK ON FIRE HYDRANT	\$2,071.52
01/20/17	IN DISTRICT	HAUL OFF OF SPOILS	\$880.34
TOTAL FOR 2016			\$10,409.14

**NORTHTOWN MUNICIPAL UTILITY DISTRICT
WASTEWATER REPAIR LOG > \$500
JANUARY 2017**

DATE	ADDRESS	PROBLEM	COST
11/14/16	13625 MERSEYSIDE DR	EXCAVATED & REPAIRED SANITARY LINE	\$1,435.16
12/29/16	LS2 - TUDOR HOUSE	SUBCONTRACT WORK COMPLETED	\$892.44
12/29/16	LS1 - HARRIS RIDGE	SUBCONTRACT WORK COMPLETED	\$1,197.69
12/29/16	LS2 - TUDOR HOUSE	SUBCONTRACT WORK COMPLETED	\$1,065.69
12/29/16	LS3	SUBCONTRACT WORK COMPLETED	\$1,197.69
01/26/17	LS2 - TUDOR HOUSE	SUBCONTRACT WORK COMPLETED	\$1,593.69
01/26/17	IN-DISTRICT	REPLACED CLEANOUT PLUGS / ADAPTERS	\$2,329.10
01/10/17	LS2 - TUDOR HOUSE	CLEANED 2 GRINDER TANKS	\$1,207.38
TOTAL FOR 2017			\$10,918.84

NORTHTOWN MUNICIPAL UTILITY DISTRICT

Billing Report

January 2017

Connections	December	January
Active	2995	2992
Inactive	17	20
Total	3012	3012

New Connects	36	31
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Billing Recap

	December	January
Current Billing	\$322,386.50	\$291,867.58
Water	\$123,210.62	\$99,536.09
Sewer	\$107,389.13	\$100,625.96
State Assessment	\$1,152.44	\$1,001.16
Basic Service	\$90,634.31	\$90,704.37
Miscellaneous	\$0.00	\$0.00
Current Payments	\$374,702.42	\$352,454.84
Arrears		
30 Day	\$53,872.49	\$60,891.27
60 Day	\$5,066.89	\$6,485.03
90 Day	\$1,810.70	\$1,802.35
120 Day	\$2,893.90	\$3,266.43
Gross Arrears	\$63,643.98	\$72,445.08

Month	Dec	Jan
Total Customers	2995	2992
Letters	464	500
Disconnects	16	16

CUSTOMER BILLING REPORT
 NORTHTOWN MUNICIPAL UTILITY DISTRICT
 December 11, 2016 Through January 10, 2017

Current Billing

Basic Service	90,704.37	
Water	99,536.09	
Sewer	100,625.96	
TCEQ	1,001.16	
Misc	<u>0.00</u>	
 Total Current Billing		 \$291,867.58

Aged Receivables

Thirty (30) Days	\$60,891.27	
Sixty (60) Days	6,485.03	
Ninety (90) Days	<u>1,802.35</u>	
Billed Arrears	69,178.65	
Credit Bal Fwd	<u>-11,857.82</u>	
 Total Aged Receivables		 \$57,320.83

Accounts Receivables

Penalty	4,427.00	
Basic Service	123,888.28	
Water	121,513.56	
Sewer	1,288.58	
TCEQ	104,893.89	
Deposit	-\$3,496.33	
Miscellaneous	<u>-60.14</u>	
 Total Accounts Receivables		 \$352,454.84

Deposit Liability

Balance As Of	12/11/16	\$685,871.28
Collections		8,400.00
Deposits Applied		<u>8,757.39</u>
 Balance As Of	 01/10/17	 \$703,028.67

**NORTHTOWN MUNICIPAL UTILITY DISTRICT
GENERAL MANAGER'S REPORT
WRITE-OFF LIST
January 2017**

NAME:	OWNER/RENTER:	Date Finaled	Write-Off	Deposit Applied
SERGIO LEZA	RENTER	11/15/2016	153.69	150.00
RHONDA EDWARDS		11/2/2016	116.03	250.00
STEPHANIE VASQUEZ	RENTER	11/28/2016	191.99	150.00
ANDRE & LATANYA ZACHARY	RENTER	12/1/2016	205.45	150.00
TAMARA LYONS	RENTER	11/21/2016	70.20	150.00
DEBBIE MORGAN	RENTER	11/1/2016	65.67	150.00
		TOTAL:	\$803.03	\$700.00

Approved by the Board of Directors at the meeting held on February 21, 2017.

_____ Date _____

_____ Date _____

_____ Date _____

EXHIBIT P

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

	2015/16	2016/17
OCTOBER		
WRITE-OFF		\$ 1,159.28
COLLECTED		\$ -
NOVEMBER		
WRITE-OFF		\$ 437.23
COLLECTED		\$ 80.63
DECEMBER		
WRITE-OFF		\$ 396.88
COLLECTED		\$ -
JANUARY		
WRITE-OFF		\$ 803.03
COLLECTED		\$ -
FEBRUARY		
WRITE-OFF		
COLLECTED		
MARCH		
WRITE-OFF	\$ 850.87	
COLLECTED		
APRIL		
WRITE-OFF	\$ 600.39	
COLLECTED	\$ 100.16	
MAY		
WRITE-OFF	\$ 801.28	
COLLECTED	\$ 93.06	
JUNE		
WRITE-OFF	\$ 2,413.90	
COLLECTED		
JULY		
WRITE-OFF	\$ 434.65	
COLLECTED	\$ 236.47	
AUGUST		
WRITE-OFF	\$ 418.04	
COLLECTED	\$ 140.00	
SEPTEMBER		
WRITE-OFF	\$ 239.07	
COLLECTED		
TOTAL COLLECTIONS:	\$ 5,758.20	\$ 2,796.40
TOTAL COLLECTED:	\$ 569.69	\$ 80.63

ARMBRUST & BROWN, PLLC

ATTORNEYS AND COUNSELORS

100 CONGRESS AVENUE, SUITE 1300
AUSTIN, TEXAS 78701-2744
512-435-2300

FACSIMILE 512-435-2360

SUE BROOKS LITTLEFIELD
(512) 435-2307
slittlefield@abaustin.com

January 26, 2017

**Via Certified Mail, Return Receipt Requested
and First Class Mail**

William Drury
1015 E. Yager Lane #82
Austin, Texas 78753

Re: Northtown Municipal Utility District--Notice of Exclusion from District Parks

Dear Mr. Drury:

This Firm represents Northtown Municipal Utility District, a political subdivision of the State of Texas (the "District"). The District owns and operates a park system within its boundaries (the "Parks"), including the dog park located at 14401 Harris Ridge Blvd., Pflugerville, Texas 78660 (the "Dog Park"). Users of the Dog Park are responsible for the behavior of their dogs at all times and dogs displaying aggressive behavior are not permitted within the Dog Park. The District has received confirmation from multiple witnesses that you have repeatedly failed to control your dog, which is apparently named "Quinn", that your dog has behaved aggressively with other dogs and, on January 20th, that it attacked and severely injured another dog within the Dog Park.

This letter is notification to you that **you and your dog are excluded from and will no longer be permitted in the District's Parks, specifically including the Dog Park.** Any further entries by you or your dog into the Parks, including the Dog Park, will render you subject to prosecution for trespassing and a penalty in the maximum amount permitted by the jurisdiction of a justice court, which is currently \$2,000.

Please be advised that the District has the authority under State law to regulate privileges on any land owned by the District and that Section 49.004 of the Texas Water Code specifically authorizes the District to establish penalties for breaches of its rules in an amount that does not exceed the authority of a justice court as provided in Section 27.031, Texas Government Code.

{W0724494.2}

EXHIBIT 

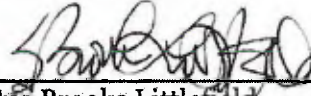
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Page 2

Sincerely,

ARMBRUST & BROWN, PLLC

By: _____



Sue Brooks Littlefield
Attorney for Northtown Municipal Utility
District

cc: Board of Directors
District Manager
Travis County Sheriff's Department