

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

February 29, 2024

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

A meeting of the Board of Directors of Northtown Municipal Utility District was held on February 29, 2024 at 700 E. Wells Branch Parkway, Pflugerville, Texas. The meeting was open to the public and notice was given as required by the Texas Open Meetings Act. A copy of the Certificates of Posting of the Notice are attached as **Exhibit “A”**.

The roll was called of the members of the Board:

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

and all of the Directors were present except Director Campbell and Director Amaro, thus constituting a quorum. Also present at times during the meeting were Mona Oliver, the District manager; Allen Douthitt of Bott & Douthitt, PLLC (“Bott & Douthitt”); Richard Fadal of TexaScapes; Dennis Hendrix of Crossroads Utility Services LLC (“Crossroads”); Carter Dean of Armbrust & Brown, PLLC (“A&B”); Deputy Serna of the Travis County Sheriff’s Office (“TCSO”); Trevor Stokes, a representative of Travis County Emergency Services District No. 2 (“ESD No. 2”); and Colette Downey, a resident of the District.

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. Mr. Stokes introduced himself to the Board and stated that he was available to discuss matters regarding ESD No. 2 if a pertinent issue ever arose.

Director Richter next stated that the Board would consider the minutes of the January 24, 2024 Board meeting. Upon motion by Director Capers and second by Director Hill, the Board voted 3-0 to approve the minutes.

Director Richter next stated that the Board would receive the operations manager’s report and recognized Mr. Hendrix. Mr. Hendrix reviewed the operations manager’s report attached as **Exhibit “B”** with the Board. He reported that there were 3,121 active connections as of January, that the water accountability for the prior reporting period was -6.02%, and that the January water samples were satisfactory. He next presented the write-offs included in his report for Board consideration. Upon motion by Director Capers and second by Director Hill, the Board voted 3-0 to approve the write-offs. Mr. Hendrix then reported that 98% of the new electronic meters for residences had been installed, and that Crossroads would soon send a notice to the District’s residents regarding logging into the online portal for their new electronic meters. Director Hill asked what percentage of meter boxes had needed to be replaced. Mr. Hendrix responded that very few needed replacement. Mr. Hendrix concluded his report by advising that he would try to find a buyer of the surplus electronic meters purchased by the District.

Director Richter next recognized Deputy Serna to present the security report attached as **Exhibit “C”**. Deputy Serna referred the Board to the security report in the packet and stated that he had no items for Board consideration. Director Hill stated that there had recently been a fatal accident at the intersection of John Henry Faulk and Wells Branch Parkway. He asked that Mr. Dean include an item on the next agenda to consider formally requesting Travis County to reduce the 55 MPH speed limit on Wells Branch Parkway to 50 MPH in order to help prevent future accidents.

Director Richter then stated that the Board would consider landscape maintenance matters and recognized Mr. Fadal. Mr. Fadal presented the landscape maintenance report attached as **Exhibit “D”** and reviewed it with the Board. He then presented the “plant of the month”: giant leopard plant. He explained that the plant was tropical and fared best in shade. He next recommended that the soccer field be reopened, and that the District’s landscaping looked good due to the recent rains. He noted that the bastard cabbage plant had been reappearing in the District, and asked the Board and Ms. Oliver to please notify him if they saw any, so that it could be eradicated. Mr. Fadal concluded his report by presenting proposal number 10338 attached as **Exhibit “E”**. Upon motion by Director Capers and second by Director Hill, the Board voted 3-0 to approve the proposal.

Director Richter announced that the Board would next receive the District manager’s report and recognized Ms. Oliver. Ms. Oliver called the Board’s attention to her monthly reports included in the meeting packet attached as **Exhibit “F”**. Ms. Oliver reviewed the Restrictive Covenant Committee report and the monthly expenditure report with the Board. She next reviewed the report from Texas Disposal Systems with the Board. She then stated that there had been a tree dangerously hanging over one of the District’s trails, which she had trimmed due to the emergency nature of the situation. She added that the invoice for the work was reflected in her expense report. She next stated that pavilion reservations were increasing due to the warmer weather. She concluded her report by presenting the proposal from TCB Construction Inc. attached as **Exhibit “G”** to install approximately 245 feet of concrete sidewalk in Wildflower Park at the center bridge. Upon motion by Director Hill and second by Director Capers, the Board voted 3-0 to approve the proposal.

Director Richter next stated that the Board would receive a report from the Facilities Committee. Mr. Dean stated that the office and pavilion construction project was finally complete, that all amount due for the project had been paid, and that all closing documentation had been received. Therefore, Mr. Dean recommended acceptance of the project. Upon motion by Director Capers and second by Director Hill, the Board voted 3-0 to accept the project.

Director Richter stated that the Board would not receive a verbal engineering report due to Mr. Foster’s absence, but that the written report attached as **Exhibit “H”** was included in the meeting packet for Board review.

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 “I”** and reviewed it with the Board. Mr. Douthitt next reviewed the checks being presented for approval and recommended approval of the transfers listed on page one of his report. He then reviewed the District’s upcoming bond payments. Upon motion by Director Capers and second by Director Hill, the Board voted 3-0 to approve the transfers, payment of bills and invoices, and bond payments.

Director Richter next stated that discussion regarding Travis County’s request to use the District’s office as an election polling location would be tabled for consideration at a subsequent Board meeting.

Director Richer next stated that the Board would consider matters regarding the District's website. Mr. Dean reviewed the Website Development and Maintenance Agreement with the Board. Director Richter asked that the agreement be revised to replace the term "District representative" with "District Manager", for purposes of clarity. Mr. Dean responded that he would do so. After discussion, upon motion by Director Hill and second by Director Capers, the Board voted 3-0 to approve the Website Development and Maintenance Agreement, as revised, attached as **Exhibit "J"**.

Director Richter stated that the Board would consider its wholesale water and wastewater services, including contract negotiations with the City of Austin. Mr. Dean stated that it was time to begin negotiations with the City of Austin, since the District's current agreement with the City expires at the beginning of 2026, and the new agreement would likely take ample time to negotiate. Upon motion by Director Capers and second by Director Hill, the Board voted 3-0 to direct John Carlton, the District's special counsel retained to negotiate the agreement, to send a letter to the City requesting that negotiations begin.

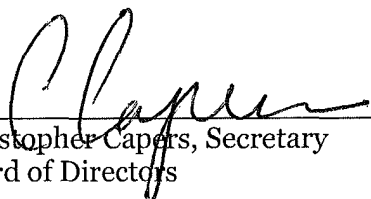
Director Richter recognized Mr. Dean for the purpose of receiving the attorney's report. Mr. Dean first stated that some of the District's restrictive covenant enforcement letters to residents sent through USPS had been returned as undeliverable, which was becoming a recurrent problem. He recommended that the Board consider authorizing his office to coordinate with Ms. Oliver to use a courier service or an alternative shipping service, where appropriate, in order to ensure that notices were delivered. Upon motion by Director Hill and second by Director Capers, the Board voted 3-0 to authorize Ms. Oliver and Mr. Dean's office to use a courier service or alternative shipping service, as needed, in order to deliver restrictive covenant enforcement notices that were otherwise undeliverable. Mr. Dean then reviewed the Property License Agreement with Flock Safety Group attached as **Exhibit "K"** with the Board. He stated that the agreement was necessary to permit Flock to access District property for purposes of installing and maintaining Flock license plate reading cameras, which the District had previously approved. Mr. Dean noted that he had received a handful of comments to his draft of the agreement earlier that day from Flock's legal counsel, which he needed to review. Upon motion by Director Hill and second by Director Capers, the Board voted 3-0 to authorize execution of the Property License Agreement with Flock Safety Group upon final approval by Director Capers and Director Amaro.

Director Richter then stated that the Board would consider future agenda items and its meeting schedule. The Board agreed to hold its next meeting as regularly scheduled.

There being no further business to come before the Board, upon motion by Director Capers and second by Director Hill, the meeting was adjourned at 6:27 p.m.



Date: March 26, 2024



Christopher Capers, Secretary
Board of Directors

CERTIFICATE OF PROVISION OF NOTICE OF MEETING FOR
NORTHTOWN MUNICIPAL UTILITY DISTRICT
TO THE TRAVIS COUNTY CLERK'S OFFICE
and
OFFICES OF ARMBRUST AND BROWN, PLLC

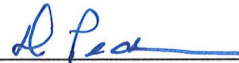
THE STATE OF TEXAS §

COUNTY OF TRAVIS §

I, D. Pederson, hereby certify that at 1:52 p.m. on Feb 22, 2024, I provided a copy 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 22nd day of Feb, 2024.



Printed Name: D. Pederson

Company: Armbrust & Brown PLLC

CERTIFICATE OF POSTING FOR
NORTHTOWN MUNICIPAL UTILITY DISTRICT
AT
(1) 14401 Harris Ridge Blvd. (park pavilion)
(2) 700 East Wells Branch Parkway (district office)
PFLUGERVILLE, TEXAS 78660

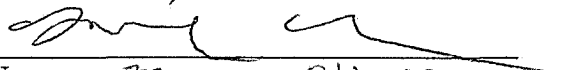
THE STATE OF TEXAS §

COUNTY OF TRAVIS §

I, Mona Oliver, hereby certify that at 3:15 p.m. on February 22, 2024, 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, 2024.


Printed Name: Mona Oliver
Company: Northtown M.U.D.



**NORTHTOWN MUNICIPAL UTILITY DISTRICT
AGENDA**

February 29, 2024

STAYS IN FILE

**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 Thursday, February 29, 2024. This meeting will be held at the District office located at 700 East Wells Branch Parkway, Pflugerville, Texas.** Members of the public are entitled to participate in and to address the Board of Directors during the meeting.

PUBLIC INPUT

1. Resident communications and Board member announcements;

DISCUSSION/ACTION ITEMS

2. Minutes of January 24, 2024 Board meeting;
3. District security and public safety and related action items, including:
 - (a) Report from Travis County Sheriff's Office, including crime statistics;
 - (b) Legal/Security Committee report;
4. District operations manager and utility operator's report and related action items, including:
 - (a) Utility operations and repairs, including any proposals;
 - (b) Billing report and write-offs;
5. Landscape maintenance report and related action items, including Proposal No. 10338 for drainage issues at District's administration office;
6. District manager's report and related action items, including:
 - (a) Legal/Security Committee report, including covenant violations and enforcement actions;
 - (b) Monthly expenditure report;
 - (c) Reservation ledger;
 - (d) Solid waste services, including monthly TDS report;
 - (e) Purchase requests and/or proposals, including TCB Construction, Inc. proposal for Northtown Wildflower sidewalk at Center Bridge work;
7. Facilities Committee report and related action items, including:
 - (a) Pay applications and/or change orders from STR Constructors for construction of office and pavilions and matters related to close-out documents, final payment, and acceptance;

- (b) Repairs, maintenance, and monthly expenditures for parks and recreational facilities;
8. District engineer's report and related action items, including:
- (a) Development matters, including:
 - (i) Village at Northtown Condominiums, including any pay proposals, change orders and acceptance for operation and maintenance;
 - (ii) Village at Northtown Multifamily (North Wells Branch/The Parker);
 - (iii) Village at Northtown Multifamily (Edenbrook);
 - (iv) The Lakes Retail Center;
 - (v) AvalonBay Multifamily;
 - (b) MS4 compliance matters, including:
 - (i) Permitting;
 - (ii) Storm Water Pollution Prevention Plan compliance;
 - (c) Parks Masterplan;
 - (d) Application to TCEQ for approval of purchase of projects with surplus funds;
9. District bookkeeper's report and related action items, including:
- (a) Payment of bills and invoices;
 - (b) Fund transfers;
 - (c) Investments;
 - (d) Developer escrow report and reconciliation;
10. Discussion regarding Travis County's request to use the District office as election polling place;
11. District website, including hosting, redesign, maintenance, and related action items, including agreement with Sommers Marketing;
12. Wholesale water and wastewater services and related action items, including contract negotiation with City of Austin and related action items;
13. Attorney's report and related action items, including:
- (a) Restrictive covenants enforcement notice issues;
 - (b) Property License Agreement with Flock Safety Group; and
14. Future agenda items and meeting schedule.

The Board of Directors is authorized by the Texas Open Meetings Act, Chapter 551, Texas Government Code, to convene in closed or executive session for certain purposes, including receiving legal advice from the District's attorney (Section 551.071); discussing real property matters (Section 551.072); discussing gifts and donations (Section 551.073); discussing personnel matters (Section 551.074); discussing security personnel or devices (Section 551.076); or discussing information technology security practices (Section 551.089). If the Board of Directors determines to go into executive session to discuss any item on this agenda, the presiding officer will announce that an executive session will be held and will identify the item to be discussed and the provision of the Open Meetings Act that authorizes the closed or executive session.



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
County Recording Office, Austin Travis County, Texas on this the
22nd day of February 2024

Dyana Limon-Mercado

County Clerk, Travis County, Texas

By Ashley Miller Deputy

ASHLEY MILLER



**FILED AND RECORDED
OFFICIAL PUBLIC RECORDS**

Dyana Limon-Mercado

**Dyana Limon-Mercado, County Clerk
Travis County, Texas**

202480273

Feb 22, 2024 04:33 PM

Fee: \$2.00

MILLERA



UTILITY MANAGER'S REPORT

Northtown Municipal Utility District Board of Directors Meeting



February 29, 2024

EXHIBIT B



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

Operations Report

- Operations/Billing report including water accountability: -6.02%
-
- **Occupied Connections: 3121**
- **Total Connections: 3223**
 - **All Samples were satisfactory**
- Review and approve delinquent accounts and write-offs: **-5-\$1,161.29 (4Owners -1Renter)**

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

- **System Maintenance**
 1. Repair logs attached
- **MISC:**
 - AMR Project:**
 1. We are coordinating the HydroPro request for a dedicated power circuit at the tower site and the repeater site. – **IN PROCESS**
 2. New meter install will begin Monday, December 4th – **IN PROCESS**
 - a. HydroPro has completed about 98 % of the full change out in the district.
 - b. Commercial meter install has been scheduled to start after current project is complete

**Northtown Municipal Utility District
Operations Report
For the Month of January 2024**

GENERAL INFORMATION

| | | | |
|------------------------------------|-------------|-----------------|-----------------------------------|
| Occupied Single Family Connections | <u>3121</u> | x 3 = | <u>9363</u> |
| Vacant Single Family Connections | <u>23</u> | | |
| Multi Family Connections | <u>6</u> | 830 Units x 3 = | <u>2490</u> |
| Commercial | <u>9</u> | | |
| Builder Connections | <u>18</u> | | |
| Builder New Taps | <u>10</u> | | |
| Schools | <u>2</u> | | |
| Non-Profit | <u>0</u> | | |
| Fire Hydrants | <u>1</u> | | |
| District Connections | <u>13</u> | | |
| Irrigation Connections | <u>31</u> | | |
| TOTAL CONNECTIONS | <u>3234</u> | | <u>11853</u> Estimated Population |

BACTERIOLOGICAL ANALYSES

| | | | |
|----------|--------------------------|-----------------|--|
| <u>5</u> | Water sample(s) taken on | <u>01/14/24</u> | All bacterial samples were satisfactory. |
| <u>5</u> | Water sample(s) taken on | <u>01/21/24</u> | All bacterial samples were satisfactory. |

WATER ACCOUNTING

| | | | | | |
|---|-----------------|----|-----------------|--------------------|---------|
| Pumped through master meter(s) from | <u>11/30/23</u> | to | <u>12/29/23</u> | <u>22,032,000</u> | Gallons |
| Total Gallons Received/Billing Period from | <u>12/14/23</u> | to | <u>01/22/24</u> | <u>22,184,000</u> | Gallons |
| Total Gallons Billed from | <u>12/14/23</u> | to | <u>01/22/24</u> | <u>20,806,000</u> | Gallons |
| Flushing | <u>12/14/23</u> | to | <u>01/22/24</u> | <u>41,450</u> | Gallons |
| Billing Adjustments from | <u>12/14/23</u> | to | <u>01/22/24</u> | <u>0</u> | Gallons |
| Gallons gain/loss | | | | <u>(1,336,550)</u> | Gallons |
| Percentage gain/loss | | | | <u>-6.02%</u> | |

CUSTOMER BILLING REPORT
 NORTHTOWN MUNICIPAL UTILITY DISTRICT
 December 14, 2023 Through January 22, 2024

Current Billing

| | | |
|---------------------------|-----------------|------------------|
| Basic Service | 123,312.40 | |
| Water | 116,066.48 | |
| Sewer | 94,656.55 | |
| TCEQ | 1,076.63 | |
| Deposit | 6,500.00 | |
| Misc | <u>1,732.00</u> | |
| Total Current Billing | | \$343,344.06 |

Aged Receivables

| | | |
|-------------------------------|-------------------|-----------------|
| Thirty (30) Days | 3,677.02 | |
| Sixty (60) Days | 35,000.17 | |
| Ninety (90) Days | 5,201.47 | |
| One Hundred Twenty (120) Days | <u>49,413.33</u> | |
| Billed Arrears | 93,291.99 | |
| Credit Bal Fwd | <u>-13,026.55</u> | |
| Total Aged Receivables | | \$80,265.44 |

Accounts Receivables

| | | |
|--------------------------------|-----------------|------------------|
| Penalty | 6,650.00 | |
| Basic Service | 125,241.43 | |
| Water | 189,217.02 | |
| Sewer | 119,209.02 | |
| TCEQ | 1,288.13 | |
| Deposit | \$300.00 | |
| Miscellaneous | <u>2,525.39</u> | |
| Total Accounts Receivables | 444,430.99 | \$444,430.99 |

Deposit Liability

| | | |
|-------------------|--------------|------------------|
| Balance As Of | 12/14/23 | \$730,821.45 |
| Collections | | 6,650.00 |
| Deposits Applied | | <u>-4,700.00</u> |
| Balance As Of | 01/22/24 | \$732,771.45 |

NORTHTOWN MUNICIPAL UTILITY DISTRICT

Billing Report

January 2024

| Connections | December | January |
|--------------------|-----------------|----------------|
| Active | 3226 | 3211 |
| Inactive | 8 | 23 |
| Total | 3226 | 3234 |

| | | |
|--------------|----|----|
| New Connects | 13 | 10 |
|--------------|----|----|

Billing Recap

| | December | January |
|-------------------------|---------------------|---------------------|
| Current Billing | \$358,042.18 | \$343,344.06 |
| Water | \$121,817.70 | \$116,066.48 |
| Sewer | \$101,531.41 | \$94,656.55 |
| State Assessment | \$1,139.39 | \$1,076.63 |
| Basic Service | \$122,610.68 | \$123,312.40 |
| Miscellaneous | \$1,643.00 | \$1,732.00 |
| Deposit | \$9,300.00 | \$6,500.00 |
| Current Payments | \$409,334.62 | \$444,430.99 |
| | | |
| Arrears | December | January |
| 30 Day | \$75,957.21 | \$3,677.02 |
| 60 Day | \$18,453.61 | \$35,000.17 |
| 30 Day | \$1,196.43 | \$5,201.47 |
| 120 Day | \$2,347.66 | \$49,413.33 |
| Gross Arrears | \$97,954.91 | \$93,291.99 |

| Month | Dec | Jan |
|-----------------|------------|------------|
| Total Customers | 3234 | 3234 |
| Letters | 472 | 442 |
| Disconnects | 0 | 34 |

NORTHTOWN MUNICIPAL UTILITY DISTRICT
Water Report
January-24

Total Water Flows

| Month | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 |
|--------------|----------------|----------------|----------------|----------------|----------------|----------------|---------------|
| January | 21,876 | 9,926 | 22,272 | 24,544 | 21,970 | 19,561 | 22,032 |
| February | 18,713 | 8,785 | 18,548 | 15,091 | 18,007 | 17,215 | |
| March | 22,278 | 21,734 | 21,764 | 22,854 | 22,763 | 20,550 | |
| April | 23,185 | 12,957 | 22,182 | 23,806 | 25,955 | 27,151 | |
| May | 27,596 | 22,203 | 24,751 | 23,113 | 27,691 | 19,470 | |
| June | 26,292 | 22,308 | 27,650 | 24,121 | 31,151 | 25,098 | |
| July | 27,286 | 25,733 | 30,449 | 24,990 | 33,802 | 31,554 | |
| August | 27,286 | 19,975 | 37,691 | 25,512 | 32,368 | 33,994 | |
| September | 21,624 | 27,539 | 31,636 | 29,383 | 34,355 | 37,001 | |
| October | 12,482 | 26,984 | 31,147 | 25,791 | 29,539 | 28,424 | |
| November | 11,181 | 23,276 | 32,200 | 22,580 | 21,941 | 24,117 | |
| December | 7,783 | 23,114 | 22,754 | 23,551 | 20,209 | 22,094 | |
| TOTAL | 247,582 | 244,534 | 323,044 | 285,336 | 319,751 | 306,229 | 22,032 |

Bacteriological Analyses

Samples: satisfactory taken on 1/21/24, 1/28/24

Chlorine Residual

| | January |
|---------------|----------------|
| Average | 1.9 |
| Maximum (4.0) | 2.7 |
| Minimum (0.5) | 2.7 |

Total Wastewater Billed

| Month | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 |
|--------------|----------------|----------------|----------------|----------------|----------------|----------------|---------------|
| January | 15,158 | 13,169 | 14,553 | 16,930 | 15,630 | 15,525 | 13,738 |
| February | 15,759 | 15,529 | 15,095 | 16,110 | 16,402 | 17,193 | |
| March | 14,826 | 14,513 | 14,047 | 15,732 | 17,357 | 15,299 | |
| April | 15,060 | 14,881 | 16,608 | 16,685 | 18,421 | 15,282 | |
| May | 15,883 | 15,597 | 16,834 | 17,978 | 17,141 | 15,300 | |
| June | 16,651 | 15,290 | 17,042 | 16,190 | 16,956 | 13,857 | |
| July | 15,933 | 14,310 | 17,187 | 18,157 | 16,565 | 14,449 | |
| August | 16,304 | 14,947 | 18,367 | 16,734 | 17,836 | 15,633 | |
| September | 16,386 | 14,979 | 18,735 | 17,557 | 17,071 | 16,881 | |
| October | 14,907 | 14,626 | 22,891 | 18,225 | 16,991 | 16,824 | |
| November | 15,737 | 15,138 | 15,472 | 17,006 | 16,201 | 15,848 | |
| December | 15,003 | 14,068 | 21,766 | 17,640 | 16,796 | 14,736 | |
| TOTAL | 187,607 | 177,047 | 208,597 | 204,944 | 203,366 | 186,827 | 13,738 |

NORTHTOWN M.U.D. - WATER LOSS CHART

| DATE FROM | DATE TO | MASTER METER | CONSUMPTION TOTALS | FLUSHING TOTALS | BILLING ADJUSTMENTS | GALLONS UNACCOUNTED | NTWN CONNECTS | PERCENT GAIN/LOSS |
|----------------|----------|------------------|--------------------|-----------------|---------------------|---------------------|---------------|-------------------|
| 01/27/22 | 02/28/22 | 20,936.0 | 19,859.0 | 67.5 | - | -1009.5 | | -4.82% |
| 03/01/22 | 03/28/22 | 19,510.0 | 17,810.0 | 48.0 | - | -1652.0 | | -8.47% |
| 03/29/22 | 04/27/22 | 25,975.0 | 23,512.0 | 157.0 | - | -2306.0 | | -8.88% |
| 04/28/22 | 05/26/22 | 25,606.0 | 23,075.0 | 107.3 | - | -2423.7 | | -9.47% |
| 05/27/22 | 06/23/22 | 28,653.0 | 27,654.0 | 47.3 | - | -951.7 | | -3.32% |
| 06/24/22 | 07/27/22 | 37,409.0 | 35,142.0 | 121.3 | - | -2145.7 | | -5.74% |
| 07/28/22 | 08/30/22 | 37,270.0 | 36,104.0 | 116.3 | - | -1049.7 | | -2.82% |
| 08/31/22 | 09/29/22 | 30,568.0 | 27,773.0 | 60.4 | - | -2734.6 | | -8.95% |
| TOTALS | | 341,949.0 | 322,603.0 | 968.7 | - | (18,377.3) | | --- |
| AVERAGE | | 26,303.8 | 24,815.6 | 74.5 | - | (1,413.6) | | -5.37% |
| 09/30/22 | 10/27/22 | 28,684.0 | 28,240.0 | 85.6 | - | -358.4 | | -1.25% |
| 10/28/22 | 11/29/22 | 26,036.0 | 25,733.0 | 104.6 | - | -198.4 | | -0.76% |
| 11/30/22 | 12/28/22 | 18,558.0 | 19,331.0 | 123.7 | - | 896.7 | | 4.83% |
| 12/29/22 | 01/30/23 | 23,088.0 | 22,222.0 | 58.7 | - | -807.3 | | -3.50% |
| 01/31/23 | 02/28/23 | 18,815.0 | 18,053.0 | 27.4 | - | -734.6 | | -3.90% |
| 03/01/23 | 03/27/23 | 19,935.0 | 18,764.0 | 9.5 | - | -1161.5 | | -5.83% |
| 03/28/23 | 05/01/23 | 25,800.0 | 24,530.0 | 30.5 | - | -1239.5 | | -4.80% |
| 05/02/23 | 05/26/23 | 18,100.0 | 17,075.0 | 56.0 | - | -969.0 | | -5.35% |
| 05/27/23 | 06/29/23 | 29,995.0 | 29,631.0 | 167.0 | - | -197.0 | | -0.66% |
| 06/30/23 | 07/27/23 | 29,354.0 | 27,381.0 | 39.9 | - | -1933.1 | | -6.59% |
| 07/28/23 | 08/29/23 | 36,271.0 | 34,174.0 | 14.0 | - | -2083.0 | | -5.74% |
| 08/30/23 | 09/27/23 | 34,519.0 | 29,015.0 | 30.4 | - | -5473.6 | 3231 | -15.86% |
| TOTALS | | 309,155.0 | 294,149.0 | 747.3 | - | (14,258.7) | | --- |
| AVERAGE | | 25,762.9 | 24,512.4 | 62.3 | - | (1,188.2) | | -4.61% |
| 09/28/23 | 10/31/23 | 31,915.0 | 30,060.0 | 18.2 | - | -1836.8 | 3231 | -5.76% |
| 11/01/23 | 11/29/23 | 23,219.0 | 22,075.0 | 23.4 | - | -1120.6 | 3231 | -4.83% |
| 11/30/23 | 12/29/23 | 22,184.0 | 20,806.0 | 41.5 | - | -1336.6 | 3231 | -6.02% |
| TOTALS | | 77,318.0 | 72,941.0 | 83.1 | - | (4,294.0) | | --- |
| AVERAGE | | 25,772.7 | 24,313.7 | 27.7 | - | (1,431.3) | | -5.55% |

**Northtown MUD
Water Usage Analysis**

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

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

| | | | | | | | | | | | | | | | | | | | | | | | |
|---------------|-------------------|------|------------------|----|----------------|---|---------------|---|----------------|---|-------------------|---|-------------------|----|------------------|---|------------------|----|--------------------|-------|-----|-----|----|
| October 2023 | 18,833,000 | 3092 | 347,000 | 32 | 122,000 | 2 | 32,000 | - | 253,000 | 1 | 4,062,000 | 6 | 4,034,000 | 31 | 443,000 | 9 | 889,000 | 13 | 29,018,173 | 3,231 | 5.8 | 448 | 33 |
| November 2023 | 18,775,000 | 3202 | 266,000 | 14 | 126,000 | 2 | 28,000 | - | 69,000 | 1 | 5,526,000 | 6 | 4,278,000 | 31 | 217,000 | 9 | 755,000 | 13 | 30,060,000 | 3,232 | 5.8 | 484 | 40 |
| December 2023 | 14,611,000 | 3202 | 472,000 | 14 | 89,000 | 2 | - | - | 0 | 1 | 4,152,000 | 6 | 2,068,000 | 31 | 217,000 | 9 | 292,000 | 13 | 21,901,000 | 3,234 | 4.5 | 472 | - |
| January 2024 | 13,854,000 | 3113 | 197,000 | 18 | 56,000 | 2 | 16,000 | - | 0 | 1 | 4,457,000 | 6 | 1,625,000 | 31 | 288,000 | 9 | 315,000 | 13 | 20,806,000 | 3,234 | 4.3 | 442 | 34 |
| Total | 66,073,000 | | 1,282,000 | | 393,000 | | 76,000 | | 342,000 | | 18,197,000 | | 12,005,000 | | 1,163,000 | | 2,251,000 | | 101,785,173 | | | | |

| | | | | | | | | | | | |
|---------------|--------------------|----------------|---------------|-------------------|---------------------|---------------------|-------------------|-------------------|-----------------|---------------------|-------------|
| Active | Residential | Builder | School | Non-Profit | Fire Hydrant | Multi-Family | Irrigation | Commercial | District | Builder Taps | 3234 |
| Vacant | 3113 | 18 | 2 | 0 | 1 | 6 | 31 | 9 | 13 | 10 | |
| | | | | | 7 | | 1 | | | | |

NORTHTOWN MUNICIPAL UTILITY DISTRICT
GENERAL MANAGER'S REPORT
WRITE-OFF LIST
Jan-24

| Account No. | Address | Name | Owner / Renter | Date Finaled | Write-Off | Deposit Applied |
|-------------|-------------------------|-------------------|----------------|--------------|-----------|-----------------|
| 350375612 | 13720 Harris Ridge | Christina Simmank | owner | 45296 | \$139.67 | \$150.00 |
| 350808001 | 521 Tudor House Rd | Jorge Osegueda | owner | 45241 | \$340.08 | \$150.00 |
| 350875805 | 912 Twisted Fence Rd. | Farid Osama | owner | 45231 | \$193.41 | \$150.00 |
| 351878003 | 1505 Tea Leaf Dr. | Jennifer Allen | owner | 45241 | \$363.09 | \$150.00 |
| 352008005 | 1901 Golden Sunrise Ln. | Ahmad Fatehi | renter | 45257 | \$125.04 | \$150.00 |

TOTAL: \$1,161.29

\$1,161.29

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

| | 2020/21 | 2021/22 | 2022/23 | 2023/24 |
|---------------------------|----------------|----------------|----------------|----------------|
| OCTOBER | | | | |
| WRITE-OFF | \$ 1,681.38 | \$ 1,620.83 | \$ 684.38 | \$ 129.42 |
| COLLECTED | \$ - | \$ - | \$ - | \$ - |
| NOVEMBER | | | | |
| WRITE-OFF | \$ 1,810.70 | \$ 3,140.46 | \$ 633.24 | \$ 5,418.93 |
| COLLECTED | \$ - | \$ - | \$ - | \$ - |
| DECEMBER | | | | |
| WRITE-OFF | \$ 577.34 | \$ 80.62 | \$ 294.65 | \$ 120.43 |
| COLLECTED | \$ - | \$ - | | |
| JANUARY | | | | |
| WRITE-OFF | \$ 1,945.60 | \$ - | \$ 374.77 | \$ 1,161.29 |
| COLLECTED | \$ - | \$ - | \$ - | |
| FEBRUARY | | | | |
| WRITE-OFF | \$ 898.79 | \$ 597.86 | \$ 319.31 | |
| COLLECTED | \$ - | \$ - | \$ - | |
| MARCH | | | | |
| WRITE-OFF | \$ - | \$ - | \$ 1,124.35 | |
| COLLECTED | \$ - | \$ - | \$ - | |
| APRIL | | | | |
| WRITE-OFF | \$ - | \$ 156.90 | \$ 492.35 | |
| COLLECTED | \$ - | \$ - | \$ - | |
| MAY | | | | |
| WRITE-OFF | \$ 5,502.46 | \$ 1,070.12 | \$ 866.35 | |
| COLLECTED | \$ - | | \$ - | |
| JUNE | | | | |
| WRITE-OFF | \$ 1,130.42 | \$ 732.92 | \$ 307.72 | |
| COLLECTED | \$ - | \$ - | \$ - | |
| JULY | | | | |
| WRITE-OFF | \$ 5,413.65 | \$ 294.08 | \$ 227.76 | |
| COLLECTED | \$ - | \$ - | \$ - | |
| AUGUST | | | | |
| WRITE-OFF | \$ 2,420.24 | \$ 1,739.84 | \$ 1,233.60 | |
| COLLECTED | \$ - | \$ - | \$ - | |
| SEPTEMBER | | | | |
| WRITE-OFF | \$ 226.38 | \$ 613.52 | \$ 2,507.29 | |
| COLLECTED | \$ - | \$ - | \$ - | |
| TOTAL COLLECTIONS: | \$ 21,606.96 | \$ 10,047.15 | \$ 9,065.77 | \$ 6,830.07 |
| TOTAL COLLECTED: | \$ - | \$ - | \$ - | \$ - |

Project Northtown

Options

Sub-Contractor: All ▾

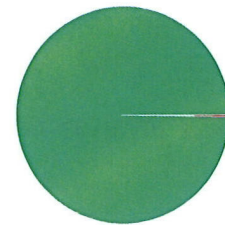
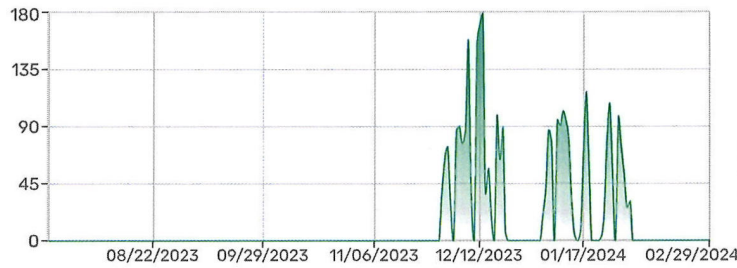
Zone: All ▾

Generate Report 📄

Project Work Orders Assets Loyalty: No Start Date: 07/17/2023 Due Date: 02/29/2024

Production

Daily Weekly



- 99% - C
- 0% - R1
- 0% - Ur
- 0% - Aε
- 0% - Ur

| Sub-Contractor Name | Max Monthly Daily Change | Min Monthly Daily Change | Max Weekly Daily Change | Min Weekly Daily Change | Overall Project Avg Change Daily | Total Changes Avg Change Daily |
|---------------------|--------------------------|--------------------------|-------------------------|-------------------------|----------------------------------|--------------------------------|
| Tamaka Group | 109 | 0 | 0 | 0 | 3159 | 67 |
| All | 109 | 0 | 0 | 0 | 3159 | 67 |

Zone Summary

| Zone | Total in zone | Complete | Incomplete | Unable | RTU | Completion Rate |
|---------|---------------|----------|------------|--------|-----|-----------------|
| No Zone | 3227 | 3152 | 67 | 8 | 0 | 98% |

Sub-Contractor Details

| Sub-Contractor | MeterChange | RTU | Unable |
|----------------|-------------|-----|--------|
| Tamaka Group | 3151 | 0 | 8 |

**NORTHTOWN MUNICIPAL UTILITY DISTRICT
WASTEWATER REPAIR LOG > \$500
January 2024**

| DATE | ADDRESS | PROBLEM | COST |
|----------|-------------------------|---|------------|
| 01/11/24 | NTWN LS2 - TUDOR HOUSE | SUBCONTRACT WORK COMPLETED AT FACILITY - CLEANED WET WELL | \$1,456.39 |
| 01/04/24 | NTWN LS2 - HARRIS RIDGE | FACILITY WORK COMPLETED - WASTEWATER TRANSPORT CLEANED WET WELL | \$1,594.78 |
| 01/04/24 | NTWN LS2 - TUDOR HOUSE | FACILITY WORK COMPLETED - WASTEWATER TRANSPORT CLEANED WET WELL | \$1,745.06 |
| 01/04/24 | NTWN LS2 - DESSAU | FACILITY WORK COMPLETED - WASTEWATER TRANSPORT CLEANED WET WELL | \$1,444.51 |
| 01/10/24 | NTWN LS2 - TUDOR HOUSE | CHECKED LIGHTING. RESPONDED TO INTERIOR LIGHTS NOT WORKING. CHECKED BREAKER, REPLACED BULBS, CLEANED CONTACTS, LIGHTS NOW WORKING GOOD. | \$540.56 |
| 01/24/24 | NTWN LS2 - DESSAU | FACILITY WORK COMPLETED - CLEANED UP REMAINING DEBRIS AND TRASH PARTS. PRESSURE WASHED PAD TO CLEAN DIRT AND MUD. APPLIED CONCRETE CLEANER, SCRUBBED IN AND WASHED OFF. | \$1,182.13 |
| 01/24/24 | NTWN LS2 - HARRIS RIDGE | WASTE WATER TRANSPORT CLEANED WET WELL | \$1,592.14 |
| 01/24/24 | NTWN LS2 - TUDOR HOUSE | WASTE WATER TRANSPORT CLEANED WET WELL | \$1,742.15 |

NORTHTOWN MUNICIPAL UTILITY DISTRICT

WASTEWATER REPAIR LOG > \$500

January 2024

| DATE | ADDRESS | PROBLEM | COST |
|-----------------------|------------------------|--|--------------------|
| 01/26/24 | NTWN LS2 - TUDOR HOUSE | FACILITY WORK COMPLETED - PUMP 1 BREAKER WAS TRIPPED, CYCLED BREAKER, WATCHED BOTH PUMPS CYCLE IN AUTO. EVERYTHING LOOKS GOOD NOW. UNSURE WHAT TRIPPED THE PUMP. | \$525.00 |
| TOTAL FOR 2024 | | | \$11,822.72 |

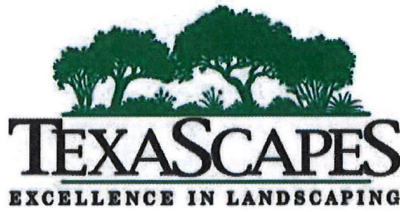
**NORTHTOWN MUNICIPAL UTILITY DISTRICT
 WATER REPAIR LOG > \$500
 JANUARY 2024**

| DATE | ADDRESS | PROBLEM | COST |
|-----------------------|---------------------|---|--------------------|
| 01/17/24 | 886 W. HOWARD LN. | REPLACED CHECK VALVE. ISOLATED LINE ON ARRIVAL UPSTREAM AND DOWNSTREAM OF BACK FLOW. REMOVED OLD BACK FLOW AND HAD TO EXCAVATE OUTSIDE OF VAULT TO TRIM PIPE TO MAKE NEW BACK FLOW FIX. REPLACED 18" GLAND PACK WITH MEGA LUG RESTRAINT OUTSIDE OF VAULT. DROPPED IN NEW BACK FLOW AND PRESSURE TESTED REPAIR. LEFT WATER ON. WILL RETURN TO BACK BILL REPLACED DISTRICT BACK FLOW. | \$15,178.45 |
| 01/24/24 | IN DISTRICT | PUMPED OUT METER VAULT -READ METER. VAULT FULL OF WATER. CAME OUT AND PUMPED OUT UNTIL EMPTY. | \$705.00 |
| 01/25/24 | NTWN MM - THE LAKES | WATER SYSTEM WORK COMPLETE. WE CAME OUT TO FIX THE CONCRETE IN THE MM VAULT AFTER A WATER LINE REPAIR WE PUT DOWN 4 BAGS OF CONCRETE AND CLEANED UP CONFINED SPACE ENTRY. MM VAULT | \$1,481.46 |
| TOTAL FOR 2024 | | | \$17,364.91 |

Crime Stats

| Date | Crime | Location | Notes | |
|-----------|------------|---------------------|--------------------|--|
| | | | | |
| 1/6/2024 | Auto Theft | 13XXX CAMBOURNE DR | Unknown Suspect(S) | |
| 1/15/2024 | Crim Misch | 14XX Lady Grey Ave. | Vehcile egging | |

EXHIBIT 6



MONTHLY REPORT

Northtown M.U.D.

Report Period: 01/01/2024 - 01/31/2024

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 | 1/9 – 1/10 | 1/18 | 1/24 | 1/30 – 1/31 |
|-----|------------|------|------|-------------|

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 detailed the District’s beds & tree rings, adding mulch where needed. In addition, crews fertilized the District’s color beds and the District’s over-seeded turf areas too. Finally, crews removed any low-hanging tree limbs where needed throughout the District’s boundaries.

Greenbelt & Drainage Maintenance Greenbelt & Drainage maintenance occurred during the week(s) of: 01/10/2024

Task/Observation/Area: Additional services/observations pertaining to the greenbelts & drainage

Crews performed the standard maintenance tasks such as mowing & string-trimming of the District’s channels & greenbelts, as well as removed approximately 42-cu. ft. of trash/litter from within these same areas located within the District. In addition, crews removed approx. 28-cu. ft. of tree limbs and other organic materials from within these same channels and greenbelts found throughout the District.



| | | | | | |
|---------------------------------|-----|------------|------|------|-------------|
| Trail System Maintenance | 1/3 | 1/9 – 1/10 | 1/18 | 1/24 | 1/30 – 1/31 |
|---------------------------------|-----|------------|------|------|-------------|

Task/Observation/Area: Additional services/observations pertaining to the trail system

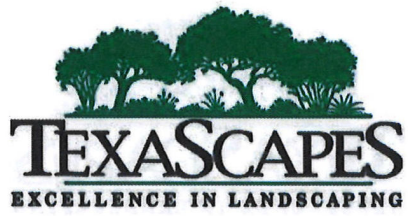
After completing the standard maintenance tasks such as mowing & string-trimming of the District’s entire trail system, crews also performed weed control in areas where needed within the District’s trails. Finally, crews also raked out any rough areas they observed within the District’s trail system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



| | | | | | |
|--------------------------------------|-----|------------|------|------|-------------|
| Irrigation System Maintenance | 1/3 | 1/9 – 1/10 | 1/18 | 1/24 | 1/30 – 1/31 |
|--------------------------------------|-----|------------|------|------|-------------|

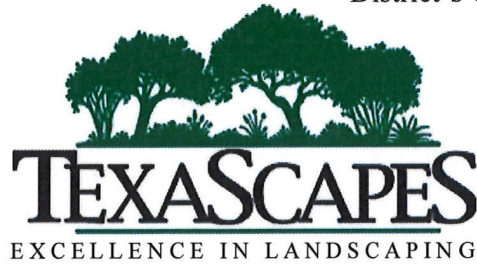
Task/Observation/Area: Additional services/observations pertaining to the irrigation system

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



| Status of Proposal Work |
|--------------------------------|
| <i>NONE</i> |
| |
| |
| |
| |
| |

| Notes / Miscellaneous |
|------------------------------|
| |
| |
| |
| |
| |
| |



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

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

PROPOSAL FOR LANDSCAPE SERVICES

14-Feb-24

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

PROPOSAL ID: 10338
HM PHONE:
WK PHONE: 512-716-0759
FAX:

PROJECT: Drainage solution at district office water tank

This proposal includes the equipment, materials, labor and supervision for the work listed below. 1) Create a border of river rock , approx. 18" wide, around the water tank base, contain it with steel edging with weed barrier below river rock. Grade subsurface area first to bring low areas level. 2), Hand dig a shallow turf swale starting at the end of the shop door slab, continuing under precast floating concrete fence to the parking lot within the compound. Remove a 3' piece of concrete curb. Fine grade swale and re sod disturbed areas. 3) Restore turf swale at A/C unit cage where grade has been built up. Re sod NOTE: There are a lot of unknown subsurface utilities in the vicinity and locations of lines unknown. Therefore Additional costs may be incurred and design slightly changed as needed to adjust to subsurface pipes and conduit found at time of hand excavation. REFER to graphic by TexaScapes, dated 2-14-24. If you desire to have this work scheduled please contact our office. Thank You.

| DESCRIPTION | QTY | UM |
|----------------------------------|-----|----------|
| SUBCONTRACT CONCRETE CUTTING | 1 | LT. |
| RYERSON STEEL EDGING - 12 GAUGE | 5 | 16 ft. |
| WEED BARRIIER/FILTER FABRIC | 0.5 | ROLL |
| BRAZOS RIVER ROCK,VAR SIZES | 5 | TON |
| 'TEXTURF 10' HYBRID BERMUDAGRASS | 50 | SQ. YDS. |
| SUPERVISION & PROJECT MGT | 1 | LT |
| LABOR, LANDSCAPE CREW EQUIPPED | 1 | LT |
| HAUL/DELIVERY FEES | 2 | LOAD |

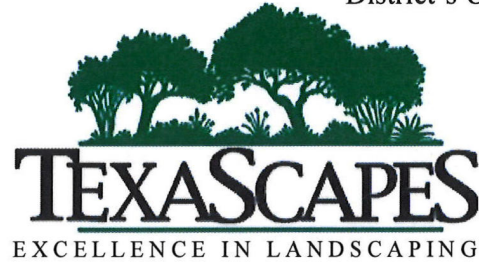
Phone 512-472-0207 • Fax 512-472-0229
 www.texasclapes.com



13740 Research Blvd., Suite J-7
 Austin, Texas 78750

Founded with Integrity. A Proud Texas Corporation Since 1985.

EXHIBIT E



| | |
|--------------|--------------------|
| SUBTOTAL | \$11,328.50 |
| SALES TAX | \$0.00 |
| TOTAL | \$11,328.50 |

PROPOSAL ADDENDUM

This Proposal Addendum ("Addendum") is incorporated into the attached proposal (the "Proposal") between **TexasScapes, Inc.** ("Contractor") and **Northtown Municipal Utility District** (the "District"). If there is any conflict between the terms of the attached Proposal and this Addendum, the terms of this Addendum will control.

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

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

3. Verification Under Chapter 2271, Texas Government Code. If required under Chapter 2271 of the Texas Government Code (as amended, "Chapter 2271"), Contractor represents and warrants that, at the time of execution and delivery of the Proposal, neither Contractor, nor any wholly or majority-owned subsidiary, parent company, or affiliate of Contractor that exist to make a profit, boycott Israel or will boycott Israel during the term of the Proposal, or are companies that are identified on a list prepared and maintained by the Texas Comptroller of Public Accounts (the "Comptroller") described in Subchapter B of Chapter 808 of the Texas Government Code and posted on the Comptroller's internet website at:

<https://comptroller.texas.gov/purchasing/publications/divestment.php>

The foregoing verification is made solely to comply with Chapter 2271, to the extent such Chapter does not contravene applicable Federal law. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Contractor understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with Contractor.

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

<https://comptroller.texas.gov/purchasing/publications/divestment.php>

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

Phone 512-472-0207 • Fax 512-472-0229
www.texascapescapes.com



13740 Research Blvd., Suite J-7
Austin, Texas 78750



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

6. **Verification Under Chapter 2276, Texas Government Code, Relating to Contracts With Companies Boycotting Certain Energy Companies.** If required under Chapter 2276 of the Texas Government Code (as amended, "Chapter 2276"), Contractor represents and warrants that, at the time of execution and delivery of the Proposal, neither Contractor, nor any wholly or majority-owned subsidiary, parent company, or affiliate of Contractor that exists to make a profit, boycott energy companies or will boycott energy companies during the term of the Proposal, or are companies that are identified on a list prepared and maintained by the Texas Comptroller of Public Accounts (the "Comptroller") described in Subchapter B of Chapter 809 of the Texas Government Code and posted on the Comptroller's internet website at

<https://comptroller.texas.gov/purchasing/publications/divestment.php>

The foregoing verification is made solely to comply with Chapter 2276. As used in the foregoing verification, "boycott energy companies" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (1) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law or (2) does business with a company described in the preceding section (1).

Respectfully Submitted,

Richard Fadal, President

District:

Northtown Municipal Utility District

By: Brenda Richter
Brenda Richter, President

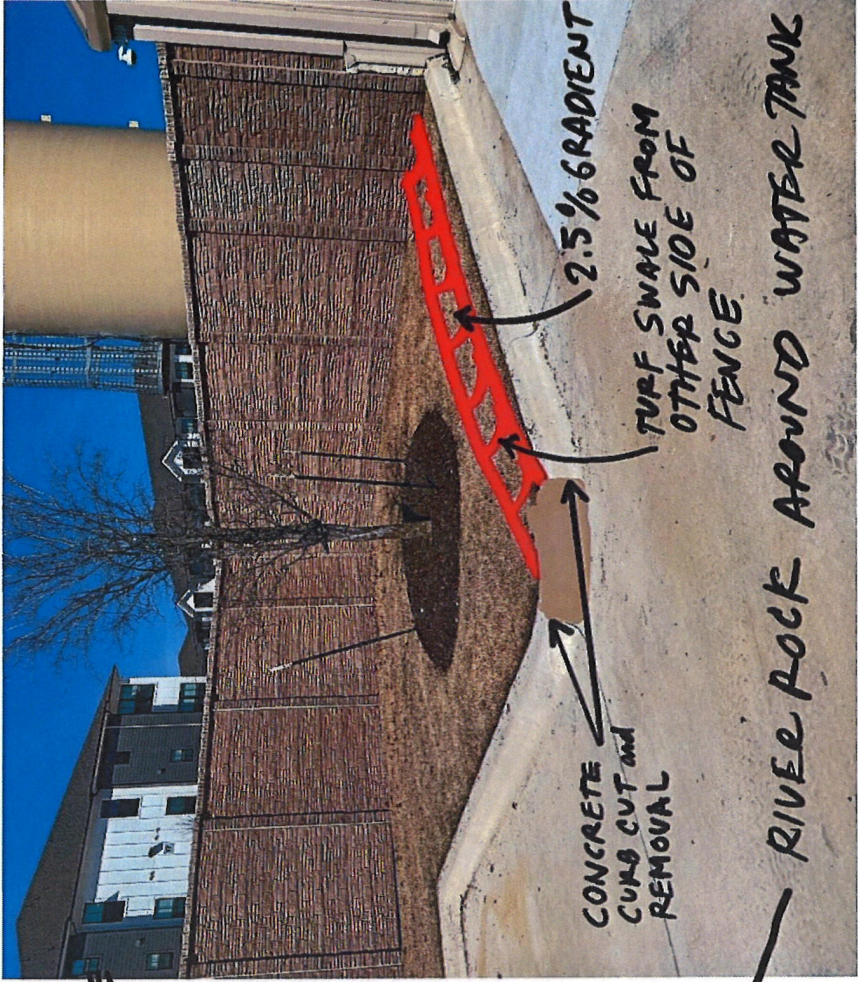
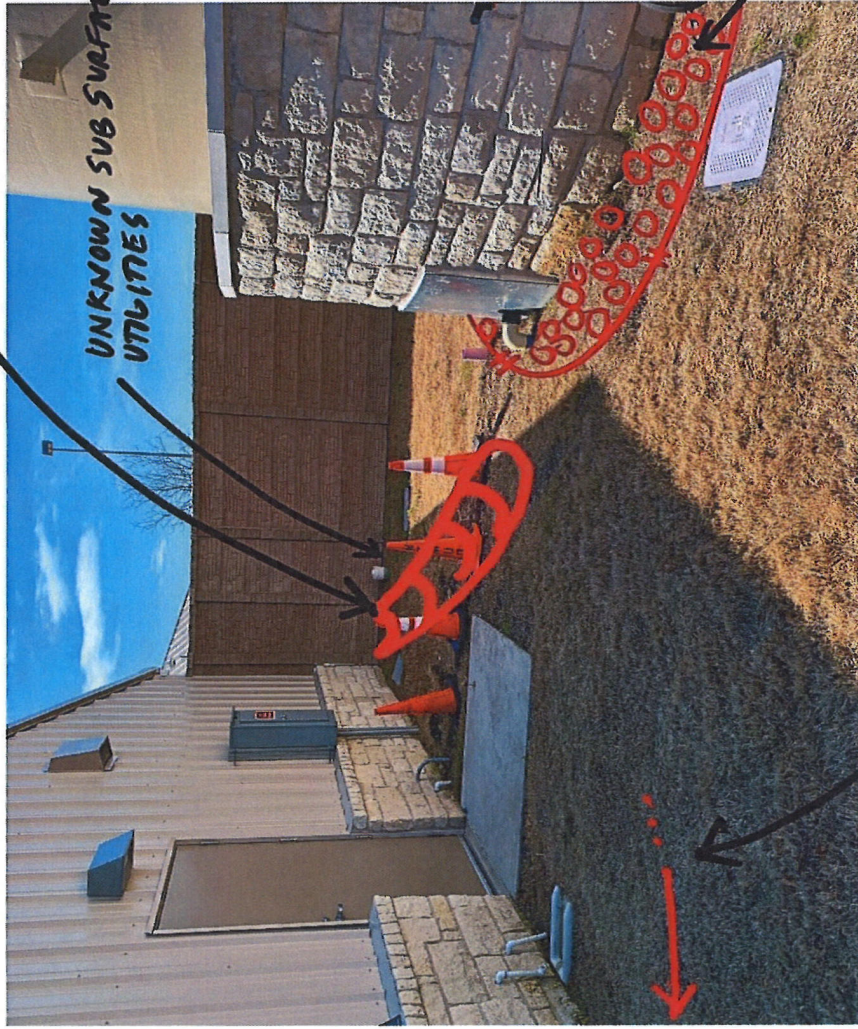
This proposal expires on: 15-Mar-24

Date: 2/29/2024



NORTHTOWN M.U.D.
DRAINAGE SOLUTION @ DISTRICT OFFICE WATER TANK
PROPOSAL # 10338

TURF SWALE UNDER PRECAST FLOATING FENCE



RE-ESTABLISH TURF SWALE, REMOVE HIGH POINTS A/C UNITS

2.14.24
TEXASCAPES

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.

TexaScapes, Inc.
Austin, TX United States

Certificate Number:
2024-1125288

Date Filed:
02/19/2024

Date Acknowledged:

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

Northt

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.

20240229-5
Drainage Solution at District Office Water Tank - Proposal 10338

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|--------------------------|--|---------------------------------------|--------------|
| | | | Controlling | Intermediary |
| | Fadal, Richard | Georgetown, TX United States | X | |
| | Fadal, Jennifer | Georgetown, TX United States | X | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Richard Fadal, and my date of birth is 10/21/1952.

My address is 13740 Research Blvd., Suite J-7, Austin, TX, 78750, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Williamson County, State of Texas, on the 19th day of February, 20 24.
(month) (year)

Richard Fadal

Signature of authorized agent of contracting business entity
(Declarant)

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.
 TexaScapes, Inc.
 Austin, TX United States

Certificate Number:
 2024-1125288

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

Date Filed:
 02/19/2024

Date Acknowledged:
 02/19/2024

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.

20240229-5
 Drainage Solution at District Office Water Tank - Proposal 10338

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|----------------------------|--|---------------------------------------|--------------|
| | | Controlling | Intermediary |
| Fadal, Richard | Georgetown, TX United States | X | |
| Fadal, Jennifer | Georgetown, TX United States | X | |
| | | | |
| | | | |
| | | X | |
| | | | |
| | | | |
| | | | |

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)

NORTHTOWN MUD

MAINTENANCE MONTHLY REPORT January 15, 2024 – February 17, 2024

- 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 Alterman.
 - Removed 13 bandit signs throughout the district and flyers posted around district.
 - Cleaned out all water fountains & checked for loose bolts on all picnic benches, tables and playscapes.
 - Cut down and disposed of fallen trees and various limbs throughout park system after wind events.
 - Removed various debris from district creeks and ponds.
 - Cleaned and sharpened all chainsaw chains several times and made required repairs.
 - Performed preventive maintenance on all motorized equipment.
 - Monitored Wildflower well status and entered data in log.
 - Washed all shop rags, Ford F150 and ATV's.
 - Stocked wood pile for free disbursement in 50 Acre Park and WildFlower Park.
 - Made minor granite trail repairs due to rain.
 - Continue raising canopy in various park areas to maintain an open line of sight.
 - Picked up and disposed of dumped debris on various alleys & roadways in the District.
 - Continue cutting down dead trees marked for removal.
 - Closed and opened Dog Park during rainfall.
 - Closed soccer fields during excessive rainfall to prevent damage
 - Repaired broken drinking fountain by playscape in 50 Acre Park.
 - Picked up 3 shopping carts in the district.
 - Added insulation piece over eve trap door at office where fire suppression sprinkler broke.
 - Prepare pavilions, parks and office for freezing temperatures.
 - Cut down 3 large dead trees by Meadow Pointe bridge as recommended by district's engineer.
-
- Met with Advanced Arbor to receive bid to remove dangerous tree branches and large limbs in Meadow Point Park. *(closed item)*
 - Met with District's engineer to discuss changing a granite trail into concrete due to erosion in WildFlower. *(open item)*
 - Met with TexaScapes to discuss large tree concern in Meadow Point & grading issue by SM cistern. *(open item)*
 - Met with district's engineer to discuss erosions matter in Meadow Pointe. *(open item)*
 - Contacted Concretex for a warranty issue fence repair at LS#3. *(closed item)*
 - Met with Flock group and Directors again to review final placement map.
 - Monitoring District wide Water Meter replacement project. *(open item)*
 - Working on candidates for web hosting and management of web site with Communications Committee. *(closed item)*
 - Working with STR & consultants regarding warranty items. *(open item)*
 - Working with TCSO Coordinator regarding a parking concern in The Lakes due to resident complaints.
 - Requested the TCSO deputies hired by NT MUD keep an eye out four wheelers using the parks and trails in the evenings and weekends on 3/22/22. *(ongoing)*
 - Working with New Facility Construction committee and various consultants regarding office, pavilions, and equipment projects. *(closed item)*

Northtown MUD

NEW VIOLATIONS SENT A COURTESY CARD

| NOTES | ADDRESS | DATE NOTIFIED | PHOTO | 15 DAY CHECK | ATTORNEY | VIOLATION |
|-----------------------------------|-----------------------|---------------|-------|--------------|----------|--|
| | 1001 Antique Heritage | 2/1/2024 | N | | | Lawn is overgrown and in need of maintenance |
| | 1004 Antique Heritage | 2/7/2024 | N | | | 1. Lawn overgrown 2. Bulky debris in view |
| | 13708 Cambourne | 2/1/2024 | N | | | Bulky; Various debris must be stored out of view |
| | 13721 Cambourne | 2/13/2024 | N | | | Lawn is overgrown and in need of maintenance |
| tan Pontiac LP# DNC 6365 | 13913 Cambourne | 2/1/2024 | N | | | Derelict vehicle w/flat tires parked in view |
| | 1321 Coronation | 2/7/2024 | N | | | Various debris must be stored out of view |
| | 14912 Earl Grey | 2/13/2024 | N | | | Lawn is overgrown and in need of maintenance |
| | 804 Flatters | 2/18/2024 | N | | | Trailer parked in view of street and residents |
| | 808 Flatters | 2/18/2024 | N | | | Bulky; Various debris must be stored out of view |
| | 1309 Ginger Spice | 2/7/2024 | N | | | Fence/gate is in a state of disrepair |
| | 13720 Greinert | 2/18/2024 | N | | | Bulky; Various debris must be stored out of view |
| | 13723 Greinert | 2/7/2024 | N | | | Bulky; Various debris must be stored out of view |
| | 13803 Greinert | 2/18/2024 | N | | | Bulky; Various debris must be stored out of view |
| white Toyota Sequoia #LP BR7 X551 | 1537 Lady Grey | 2/7/2024 | N | | | Derelict vehicle w/exp reg. & flat tire parked in view |
| | 13901 Lampting | 2/7/2024 | N | | | 1. Lawn overgrown 2. Various debris in view |
| | 14004 Lampting | 2/7/2024 | N | | | Various debris must be stored out of view |
| | 14026 Lampting | 2/1/2024 | N | | | Rear fence/gate is in a state of disrepair |
| | 15201 Lantern | 2/1/2024 | N | | | Lawn is overgrown and in need of maintenance |
| | 14000 Maricella | 2/1/2024 | N | | | Bulky; Various debris must be stored out of view |
| yellow Nissan LP# NJG 3955 | 14045 Maricella | 2/1/2024 | N | | | Derelict vehicle w/exp reg. & flat tire parked in view |
| black Ram LP#HCD 1098 | 14101 Maricella | 2/1/2024 | N | | | Derelict vehicle w/exp reg. & on jack parked in view |
| | 13804 Randalstone | 2/13/2024 | N | | | Lawn is overgrown and in need of maintenance |
| | 139095 Randalstone | 2/13/2024 | N | | | 1. Lawn overgrown 2. Various debris in view |
| | 1400 Sleepytime | 2/13/2024 | N | | | Bulky; Various debris must be stored out of view |
| | 912 Smoothing Iron | 2/7/2024 | N | | | Various debris must be stored out of view |
| | 932 Smoothing | 2/18/2024 | N | | | Bulky; Various debris must be stored out of view |
| | 1212 Staple Cv | 2/1/2024 | N | | | 1. Lawn overgrown 2. Various debris in view |
| monitor | 804 Tapestry | 2/18/2024 | N | | | Trailer parked in view of street and residents |
| | 812 Tapestry | 2/18/2024 | N | | | 1. Lawn overgrown 2. Bulky debris in view |
| | 617 Tudor House | 2/13/2024 | N | | | Lawn is overgrown and in need of maintenance |
| | 912 Twisted Fence | 2/7/2024 | N | | | Lawn is overgrown and in need of maintenance |
| monitor | 14900 Valerian Tea | 1/14/2024 | N | | | Trailer parked in view of street and residents |

CONTINUING VIOLATIONS SENT A LETTER

Northtown MUD

| NOTE | ADDRESS | DATE NOTIFIED | PHOTO | 15 DAY CHECK | ATTORNEY | VIOLATION |
|--|----------------------|---------------|-------|----------------|------------|---|
| | 13700 Cambourne | 1/14/2024 | Y | | | Fence/gate is in a state of disrepair |
| | 13901 Cambourne | 1/17/2024 | Y | | | Lawn is overgrown and in need of maintenance |
| | 14004 Cambourne | 1/14/2024 | Y | | | Rear; Fence/gate is in a state of disrepair |
| | 13900 Ceylon Tea | 1/8/2024 | Y | | | Bulky; Various debris must be stored out of view |
| | 13809 Greinert | 1/17/2024 | Y | | | Lawn is overgrown and in need of maintenance |
| | 13921 Greinert | 1/17/2024 | Y | | | 1. Lawn overgrown 2. Various debris in view |
| | 13709 Lampting | 1/24/2024 | Y | | | 1. Lawn overgrown 2. Bulky debris in view 3. Dumpster in view |
| | 13916 Maricella | 1/24/2024 | Y | | | Bulky; Various debris must be stored out of view |
| | 14025 Maricella | 1/24/2024 | Y | | | Bulky; Various debris must be stored out of view |
| CONTINUING VIOLATIONS SENT TO LEGAL | | | | | | |
| NOTE | ADDRESS | DATE NOTIFIED | PHOTO | 15 DAY CHECK | ATTORNEY | VIOLATION |
| | 802 Dawlish | 4/26/2022 | Y | Same | 6/28/2022 | 1. Fence/gate is in disrepair 2, Debris in view |
| | 909 Friendship Quilt | 12/22/2023 | Y | Same | 1/29/2024 | Lawn is overgrown and in need of maintenance |
| | 14700 Hyson Crossing | 11/1/2023 | Y | Same | 12/28/2023 | 1. Lawn overgrown |
| | 14800 Lantern | 1/8/2024 | Y | Same | 2/16/2024 | Bulky; Various debris must be stored out of view |
| | 920 Melted Candle | 2/13/2024 | Y | Cease & Desist | 2/13/2024 | Building tiny home in side/front yard |
| | 13622 Merseyside | 1/3/2024 | Y | Same | 2/16/2024 | 1. Fence/gate disrepair 2. Debris in view 3. Trash cans in view |
| | 13626 Merseyside | 1/3/2024 | Y | Same | 2/16/2024 | 1. Lawn in need of maintenance 2. Trash cans in view |
| | 13629 Merseyside | 1/8/2024 | Y | Same | 2/16/2024 | 2. Debris in view 3. Trash cans in view |
| monitor | 1324 Peppermint | 11/12/2022 | Y | Same | 12/27/2022 | 1. Trailer parked in view |
| | 609 Tudor House | 8/19/2023 | Y | Same | 9/28/2023 | 1. Lawn overgrown 2. Trach cans in view |
| Foreclosure | 632 Tudor House | 10/23/2023 | Y | Ext 2/19/24 | 12/8/2023 | 1. Various debris in view 2. Lawn overgrown 3. Fence disrepair 4. Trash can in view |
| RESOLVED | | | | | | |
| NOTE | ADDRESS | DATE NOTIFIED | PHOTO | 10 DAY CHECK | ATTORNEY | VIOLATION |
| | 13722 Cambourne | 10/23/2023 | Y | Same | 12/28/2023 | Fence/gate is in a state of disrepair |
| | 1605 Darjeeling | 1/24/2024 | N | | | Bulky; Various debris must be stored out of view |
| | 13715 Greinert | 12/14/2023 | Y | | | Various debris must be stored out of view |
| | 921 Grey Castle | 9/23/2023 | Y | Same | 11/2/2023 | Lawn is overgrown and in need of maintenance |
| | 14416 Harcourt House | 11/7/2023 | Y | Same | 12/28/2023 | 2.Fence/gate is in disrepair |

Northtown MUD

| | | | | | | |
|------------------------------------|----------------------|------------|---|--------------------------|------------|---|
| | 14616 Hyson Crossing | 11/1/2023 | Y | Same | 1/4/2024 | 1. Bulky debris in view 2. Fence/gate disrepair |
| | 15000 Hyson Crossing | 1/14/2024 | N | | | Fence/gate is in a state of disrepair |
| | 1512 Lady Grey | 1/24/2024 | N | | | Lawn is overgrown and in need of maintenance |
| | 1601 Lady Grey | 9/15/2023 | Y | Same | 11/30/2023 | 1. Trailer parked in view 2. Boat parked in view |
| | 13729 Lampting | 7/25/2023 | Y | Ext. 8/31/23 | 11/2/2023 | Lawn is overgrown and in need of maintenance |
| | 13730 Lampting | 1/3/2024 | N | | | Lot extension is overgrown and in need of maintenance |
| | 13804 Lampting | 1/17/2024 | N | | | Bulky; Various debris must be stored out of view |
| | 13806 Lampting | 1/8/2024 | Y | | | Bulky; Various debris must be stored out of view |
| says neighbors/his is fine | 14026 Lampting | 1/14/2024 | N | | | Lawn is overgrown and in need of maintenance |
| | 14028 Lampting | 1/14/2024 | N | | | Lawn is overgrown and in need of maintenance |
| gray 4 dr sedan | 14912 Lantern | 12/20/2023 | N | <i>called to respond</i> | | 1. Derelict vehicle in disrepair & on jacks |
| | 15035 Lantern | 1/8/2024 | N | | | Bulky; Various debris must be stored out of view |
| | 13909 Maricella | 1/17/2024 | N | | | Bulky; Various debris must be stored out of view |
| | 14024 Maricella | 1/24/2024 | N | | | Various debris must be stored out of view |
| black Dodge Charger LP#KLG 9838 | 14038 Maricella | 1/24/2024 | N | | | Derelict vehicle w/expired tag parked in view |
| | 13627 Merseyside | 12/22/2023 | Y | | | Fence/gate is in a state of disrepair |
| | 13629 Merseyside | 1/8/2024 | Y | | | 1. Fence/gate disrepair |
| | 13722 Merseyside | 1/3/2024 | N | | | Various debris must be stored out of view |
| | 13801 Merseyside | 1/3/2024 | N | | | Various debris must be stored out of view |
| | 13908 Merseyside | 12/11/2023 | Y | | | Lawn is overgrown and in need of maintenance |
| | 13912 Randalstone | 1/14/2024 | N | | | Bulky; Various debris must be stored out of view |
| white Ford truck no LP | 909 Rocking Spur | 12/30/2022 | Y | Same | 3/1/2023 | Derelict vehicle on jacks parked in view |
| | 921 Sally Lunn | 1/17/2024 | N | | | Garage door is in a state of disrepair |
| | 1300 Sleepytime | 1/17/2024 | N | | | Bulky; Various debris must be stored out of view |
| | 1513 Tudor House | 1/8/2024 | Y | | | 1. Bulky debris in view 2. Trash cans in view |
| | 14912 Valerian Tea | 9/23/2023 | Y | Same | 11/16/2023 | 1. Various debris in view 2. Trash cans in view |

WildFlower

| VIOLATIONS SENT A COURTESY REMINDER | | | | | | |
|-------------------------------------|--------------------|---------------|-------|--------------|----------|---|
| NOTES | ADDRESS | DATE NOTIFIED | PHOTO | 15 DAY CHECK | ATTORNEY | VIOLATION |
| | 137 Blue Flax | 2/11/2024 | N | | | Lawn overgrown and in need of maintenance |
| | 13813 Golden Flax | 2/17/2024 | N | | | Lawn overgrown and in need of maintenance |
| | 118 Mist Flower | 2/5/2024 | N | | | 1. Front debris in view 2. Rear bulky debris in view |
| | 122 Mist Flower | 2/5/2024 | N | | | Lawn overgrown and in need of maintenance |
| | 126 Mist Flower | 2/5/2024 | N | | | Lawn overgrown and in need of maintenance |
| | 127 Mist Flower | 2/11/2024 | N | | | Lawn overgrown and in need of maintenance |
| | 109 Segovia | 2/5/2024 | N | | | Rear various debris in view |
| | 133 Segovia | 2/17/2024 | N | | | Lawn overgrown and in need of maintenance |
| | 137 Segovia | 2/17/2024 | N | | | Lawn overgrown and in need of maintenance |
| | 181 Segovia | 2/11/2024 | N | | | Lawn overgrown and in need of maintenance |
| | 205 Segovia | 1/29/2024 | N | | | Front trailer parked in view |
| | 13807 Spring Heath | 1/29/2024 | N | | | Rear bulky debris in view |
| | 13815 Spring Heath | 2/17/2024 | N | | | Lawn overgrown and in need of maintenance |
| | 13816 Spring Heath | 2/5/2024 | N | | | 1. Front bulky debris in view 2. Front trailer in view |
| red Cadillac | 13820 Spring Heath | 2/5/2024 | N | | | Rear derelict vehicle w/flat tires on & on jacks |
| | 13832 Spring Heath | 2/17/2024 | N | | | 1. Mow back area 2. Various debris in view |
| | 126 Star Flower | 2/5/2024 | N | | | Rear bulky debris in view |
| | 133 Wild Senna | 2/17/2024 | N | | | 1. Lawn overgrown 2. Mow back area |
| | 219 Wild Senna | 2/11/2024 | N | | | Mow back area by parking pad |
| | 223 Wild Senna | 2/11/2024 | N | | | 1. Rear debris in view 2. Rear fence/gate disrepair |
| | 303 Wild Senna | 2/5/2024 | N | | | Lawn overgrown and in need of maintenance |
| | | | | | | |
| VIOLATIONS SENT A LETTER | | | | | | |
| NOTE | ADDRESS | DATE NOTIFIED | PHOTO | 15 DAY CHECK | ATTORNEY | VIOLATION |
| | 101 Blue Flax | 1/29/2024 | Y | | | Front debris in view of street |
| | 13721 Golden Flax | 1/29/2024 | Y | | | Lawn overgrown and in need of maintenance |
| | 13809 Golden Flax | 1/9/2024 | Y | | | 1. Front & rear bulky debris in view 2. Mow back area |
| | 13900 Golden Flax | 1/22/2024 | Y | | | 1. Lawn overgrown |
| | 14013 Golden Flax | 2/2/2024 | Y | | | Front fence/gate is in a state of disrepair |
| | 105 Segovia | 1/9/2024 | Y | | | 1. Lawn overgrown 2. Mow back area 3. Rear fence/gate disrepair |
| | 117 Segovia | 1/15/2024 | Y | | | Lawn overgrown and in need of maintenance |
| | 152 Segovia | 1/15/2024 | Y | | | 2. Mow back area |

WildFlower

| | 165 Segovia | 1/29/2024 | Y | | | 2. Lawn overgrown |
|--|---------------------|---------------|-------|--------------|------------|---|
| | 13812 Spring Heath | 1/22/2024 | Y | | | 1. Mow back area 2. Various debris in view |
| | 104 Wild Senna | 1/15/2024 | Y | | | 1. Lawn overgrown |
| CONTINUING VIOLATIONS NOT RESOLVED - SENT TO ATTORNEY | | | | | | |
| NOTE | ADDRESS | DATE NOTIFIED | PHOTO | 15 DAY CHECK | ATTORNEY | VIOLATION |
| | 114 Blue Flax | 2/11/2023 | Y | Same | 3/31/2023 | Rear fence/gate is in a state of disrepair |
| | 126 Blue Flax | 10/14/2023 | Y | Same | 12/6/2023 | 1. Rear fence/gate disrepair 4. Mow back area |
| | 13901 Golden Flax | 8/22/2023 | Y | Same | 10/12/2023 | Rear fence/gate is in a state of disrepair |
| | 105 Segovia | 6/8/2020 | Y | Same | 12/2/2022 | 1. Lawn overgrown 2. Mow back area by parking pad 3. Rear fence disrepair |
| | 109 Segovia | 12/21/2023 | Y | Same | 1/31/2024 | Lawn overgrown and in need of maintenance |
| | 13804 Spring Heath | 1/9/2024 | Y | Same | 2/14/2024 | 1. Mow back area 2. Rear fence/gate disrepair |
| | 122 Star Flower | 12/21/2023 | Y | Same | 2/1/2024 | Front fence/gate is in a state of disrepair |
| | 127 Star Flower | 9/18/2020 | Y | Same | 5/13/2021 | Garage / shed disrepair |
| | 216 Wild Senna | 10/27/2023 | Y | Same | 1/2/2024 | 2. Front & rear fence/gate disrepair |
| blue Dodge Nitro LP# NJX 912 | 214 Wild Senna West | 8/11/2020 | Y | Same | 10/2/2020 | 1. Front fence/gate disrepair 2. Lawn maintenance 3. Derelict vehicle w/flat tire parked in view. |
| RESOLVED | | | | | | |
| NOTE | ADDRESS | DATE NOTIFIED | PHOTO | 15 DAY CHECK | | VIOLATION |
| | 113 Blue Flax | 1/15/2024 | N | | | Lawn overgrown and in need of maintenance |
| | 13725 Golden Flax | 12/21/2023 | Y | | | Lawn overgrown and in need of maintenance |
| | 13801 Golden Flax | 1/22/2024 | N | | | Front fence/gate is in a state of disrepair |
| | 13900 Golden Flax | 1/22/2024 | N | | | 2. Mow back area |
| | 13904 Golden Flax | 12/21/2023 | Y | | | Rear fence/gate is in a state of disrepair |
| | 13905 Golden Flax | 1/22/2024 | N | | | Lawn overgrown and in need of maintenance |
| | 13908 Golden Flax | 1/9/2024 | N | | | 1. Lawn overgrown 2. Mow back area |
| | 14001 Golden Flax | 1/3/2024 | N | | | Rear bulky debris in view |
| | 14013 Golden Flax | 1/22/2024 | N | | | Rear fence/gate is in a state of disrepair |
| | 152 Segovia | 1/15/2024 | N | | | 1. Lawn overgrown |
| | 161 Segovia | 1/29/2024 | N | | | Lawn overgrown and in need of maintenance |
| | 165 Segovia | 1/29/2024 | N | | | 1. Derelict wrecked vehicle in view |
| | 13722 Spring Heath | 1/2/2024 | Y | | | Front fence/gate is in a state of disrepair |
| | 13730 Spring Heath | 1/9/2024 | N | | | 1. Lawn overgrown 2. Mow back area |

WildFlower

| | | | | | | |
|---------------------------|---------------------|------------|---|-------------|-----------|---|
| | 13731 Spring Heath | 12/21/2023 | N | | | Lawn overgrown and in need of maintenance |
| | 13800 Spring Heath | 11/3/2023 | Y | Same | 1/2/2024 | 1. Rear fence/gate disrepair |
| | 13809 Spring Heath | 1/22/2024 | N | | | Rear bulky debris in view |
| | 13811 Spring Heath | 1/9/2024 | N | | | 1. Lawn overgrown 2. Mow back area |
| black BMW LP# SBD 8800 | 13816 Spring Heath | 1/3/2024 | N | | | Vehicle parked on lawn |
| | 104 Wild Senna | 1/15/2024 | N | | | 2. Mow back area |
| | 112 Wild Senna | 12/13/2023 | Y | | | Front fence/gate is in a state of disrepair |
| | 125 Wild Senna | 1/15/2024 | N | | | Rear fence/gate is in a state of disrepair |
| | 129 Wild Senna | 12/6/2023 | N | Ext 1/15/24 | | Front fence/gate is in a state of disrepair |
| | 317 Wild Senna | 1/22/2024 | N | | | 1. Lawn overgrown 2. Mow back area |
| | 317 Wild Senna | 11/30/2023 | Y | Same | 1/11/2024 | 1. Lawn overgrown 2. Mow back area 3. Rear fence/gate disrepair |
| | 320 Wild Senna | 1/2/2024 | Y | | | 1. Mow back area by parking pad 2. Trash can in view |
| | 324 Wild Senna | 1/15/2024 | N | | | 1. Lawn overgrown 2. Mow back area |
| | 205 Wild Senna West | 1/3/2024 | N | | | Rear fence/gate is in a state of disrepair |

**NORTHTOWN MUNICIPAL UTILITY DISTRICT
RESTRICTIVE COVENANT VIOLATIONS – FEBRUARY 2024**

| Address | Violation | NT First Notice Letter | A & B Final Notice | Notice of Impending Litigation | A & B Special Final Notice | Suit Filed | Status |
|-------------------------|--|-------------------------------|-------------------------------|---------------------------------------|---------------------------------------|-------------------|---|
| 214 Wild Senna Drive | Derelict and unregistered vehicle, lawn in need of maintenance, fence in disrepair | 12/11/2019 9/15/2020 | 1/3/2020 10/26/2020 | 2/5/2020 8/31/2023 | | | Deadline for compliance for SECOND NOIL is as of 9/15/2023 |
| 1324 Peppermint Trail | Trailer in view | 12/1/2022 | 12/28/2022 | 1/24/2023 | 2/27/2023 4/6/2023 | | Deadline for compliance for SECOND Special Final Notice is as of 4/20/2023 *Monitoring* |
| 609 Tudor House Road | Lawn in need of maintenance; trash cans in view | 9/7/2023 | 9/29/2023 | 10/19/2023 | 11/13/2023 | | Deadline for compliance for Special Final Notice is as of 11/27/2023 |
| 13901 Golden Flax Trail | Fence in disrepair | 9/15/2023 | 10/13/2023 | 11/7/2023 | 12/7/2023 | | Deadline for Special Final Notice compliance is as of 12/21/2023 |
| 126 Blue Flax Lane | Fence in disrepair, lawn in need of maintenance | 11/6/2023 | 1/26/2024 | 2/15/2024 | | | Deadline for compliance is as of 3/1/2024 |

**NORTHTOWN MUNICIPAL UTILITY DISTRICT
RESTRICTIVE COVENANT VIOLATIONS – FEBRUARY 2024**

| Address | Violation | NT First Notice Letter | A & B Final Notice | Notice of Impending Litigation | A & B Special Final Notice | Suit Filed | Status |
|---------------------------|---|-------------------------------|-------------------------------|---------------------------------------|---------------------------------------|-------------------|--|
| 632 Tudor House Road | Debris in view, lawn in need of maintenance, trash cans in view | 11/16/2023 | 12/11/2023 | 1/5/2024 | | | Deadline for compliance is as of 2/19/2024 |
| 14700 Hyson Crossing | Lawn in need of maintenance | 11/30/2023 | 12/29/2023 | 1/25/2024 | | | Deadline for compliance is as of 2/9/2024 |
| 216 Wild Senna Drive | Fence in disrepair | 11/27/2023 | 1/3/2024 | | | | Deadline for compliance is as of 1/18/2024 |
| 109 Segovia Way | Lawn in need of maintenance | 1/10/2024 | 2/1/2024 | | | | Deadline for compliance is as of 2/16/2024 |
| 122 Star Flower Way | Fence in disrepair | 1/10/2024 | 2/2/2024 | | | | Deadline for compliance is as of 2/17/2024 |
| 13804 Spring Heath Road | Lawn in need of maintenance, fence in disrepair | 1/25/2024 | 2/15/2024 | | | | Deadline for compliance is as of 3/1/2024 |
| 909 Friendship Quilt Lane | Lawn in need of maintenance | 1/8/2024 | 1/30/2024 | | | | Deadline for compliance is as of 2/14/2024 |

**NORTHTOWN MUNICIPAL UTILITY DISTRICT
RESTRICTIVE COVENANT VIOLATIONS LAWSUITS – FEBRUARY 2024**

| Address | Violation | NT First Notice Letter | A & B Final Notice | Notice of Impending Litigation | A & B Special Final Notice | Suit Filed | Status |
|---------------------|---|-------------------------------|-------------------------------|---------------------------------------|---------------------------------------|-------------------|--|
| 127 Star Flower Way | Exterior Maintenance – Garage in Disrepair | 4/5/2021 | 5/20/2021 | 6/16/2021 | 7/14/2021 | 1/20/2022 | First set of discovery requests sent to Defendant 2/14/2024. Deadline to respond is 3/15/2024. |
| 105 Segovia Way | Lawn in need of maintenance, fence in disrepair | 7/16/2020 | 8/26/2020 | 10/28/2020 | 12/10/2020 | 1/20/2022 | Law Suit approved by subcommittee on 01/18/2022. Suit filed on 01/20/2022. |
| 114 Blue Flax Lane | Fence in disrepair | 3/6/2023 | 4/3/2023 | 5/1/2023 | 6/2/2023 | 9/25/2023 | Motion for Default Judgment filed 12/13/2023. Hearing scheduled 3/26/2024 |
| 802 Dawlish Drive | Debris in view; fence/ gate in disrepair | 5/26/2022 | 6/28/2022 | 7/28/2022 8/30/2022 | 9/27/2022 | 9/25/2023 | Motion for Default Judgment filed 12/13/2023. Hearing scheduled 3/26/2024 |

District Manager

Monthly Expense Approvals

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

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

| OFFICE PURCHASES | | | |
|--|--|---|--------------------------|
| DATE | ITEM | PURPOSE | AMOUNT |
| 1/4/24 | Toilet paper (2 cases), paper towels (24 ct), diet coke (24 pk) | Restock | \$90.20 |
| 1/8/24 | Stamps (2 rolls) | General mail | \$132.00 |
| 1/26/24 | Computer power cord, binder clips (48 ct), HP ink | Restock | \$126.85 |
| 1/30/24 | Waterproof stick paper, Hp ink | Post on cars for overnight parking, restock | \$80.17 |
| | Subtotal | | <u>\$429.22</u> |
| PARKS & MAINTENANCE PURCHASES | | | |
| DATE | ITEM | PURPOSE | AMOUNT |
| 1/4/24 | Jacket, raincoats (4) | For weather | \$128.69 |
| 1/5/24 | Diesel Fuel | ATV's | \$100.00 |
| 1/11/24 | Trash bags (3 bxs), chainsaw chains (4), drop cloth, hose bib freeze protectors (5), park metal cans (2) | Restock | \$241.10 |
| 1/24/24 | Insulation, safety goggles, ear protection, gloves | Insulate exterior roof door, restock | \$117.36 |
| 1/26/24 | Mutt mitts (6400 ct) | | \$239.98 |
| 1/30/24 | Diesel Fuel | ATV's | \$95.00 |
| | Subtotal | | <u>\$922.13</u> |
| | Grand Total for the Month | | <u>\$1,351.35</u> |

District Manager

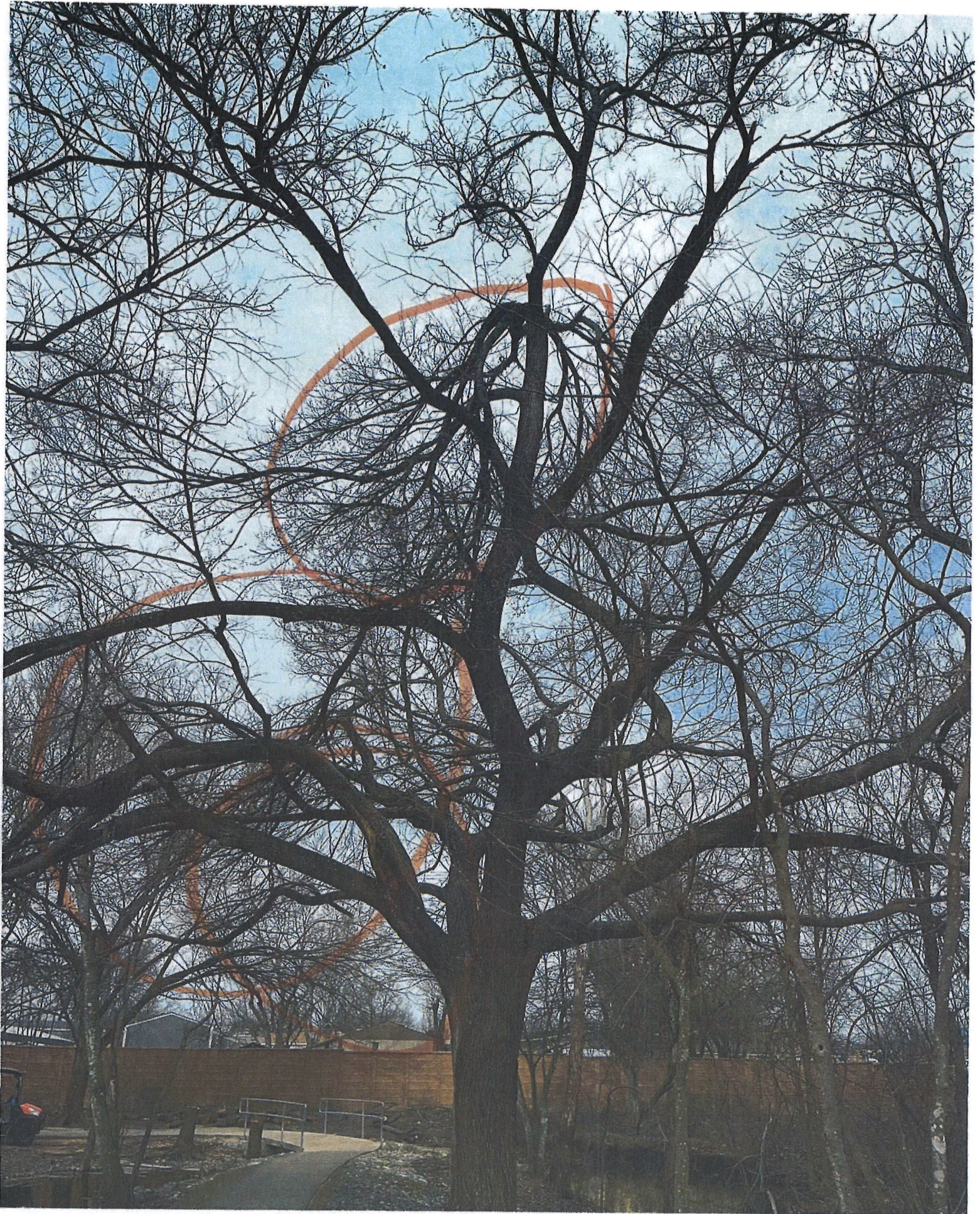
Monthly Expense Approvals

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

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

| OFFICE PURCHASES | | | |
|--|---|---|--------------------------|
| DATE | ITEM | PURPOSE | AMOUNT |
| 2/2/24 | Address stamp | Restock | \$22.49 |
| 2/9/24 | Stamps (2 rolls) | General mail | \$136.00 |
| | | | |
| | Subtotal | | <u>\$158.49</u> |
| PARKS & MAINTENANCE PURCHASES | | | |
| DATE | ITEM | PURPOSE | AMOUNT |
| 2/2/24 | Drinking fountain part | Replace | \$40.72 |
| 2.9/24 | HEB Gift card | Fuel | \$50.00 |
| 2/14/24 | Hazardous tree & large hanging limbs/Meadow Pointe Park | Removal is too high & large for NT crew or TexaScapes | \$2,000.00 |
| | | | |
| | Subtotal | | <u>\$2,090.72</u> |
| | | | |
| | Grand Total for the Month | | <u>\$2,249.21</u> |
| 2/4/24 | <i>* Emergency SM well repair (President notified and approved)</i> | <i>Broken 4 inch pipe connecting to cistern</i> | <i>\$1,817.35</i> |

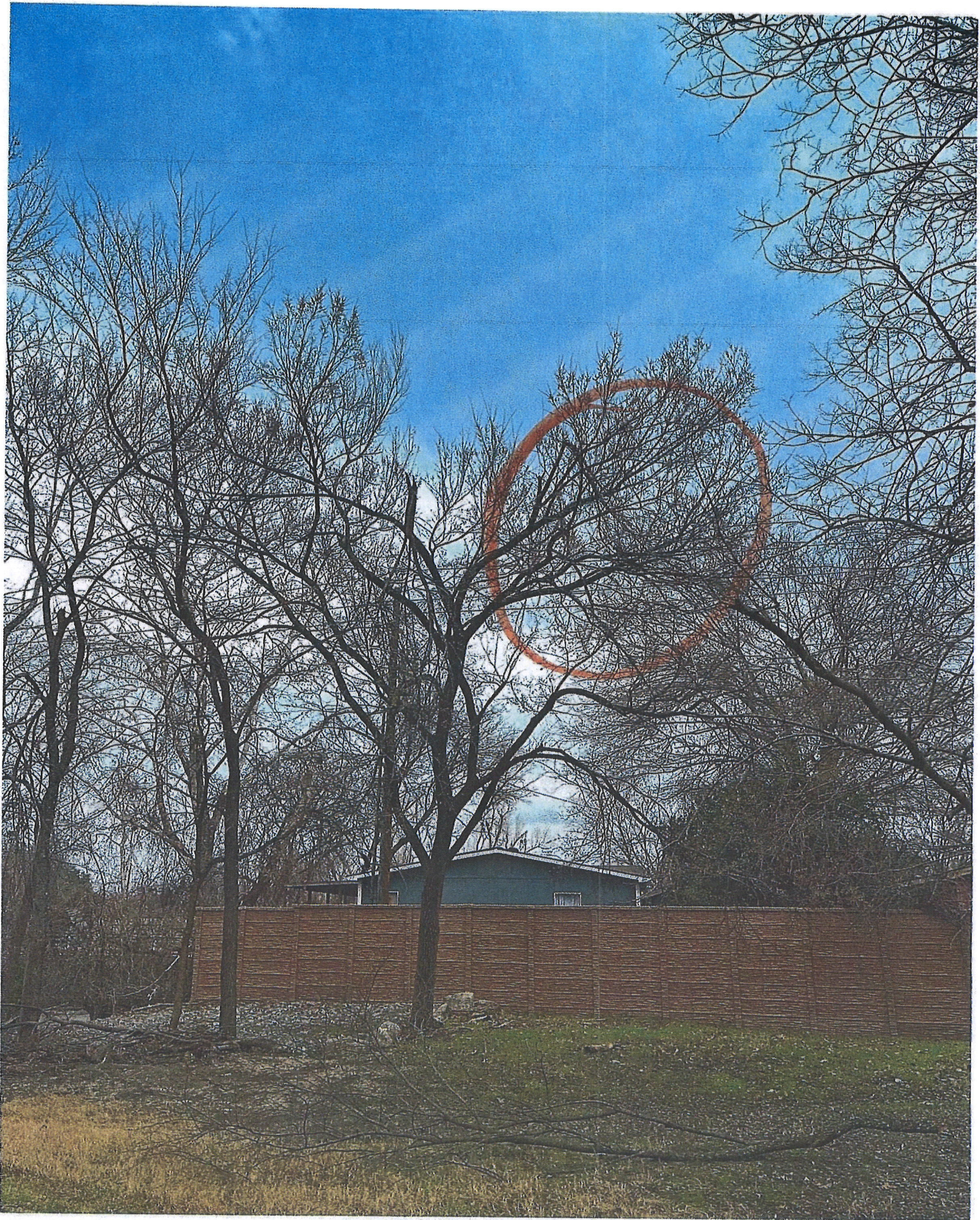




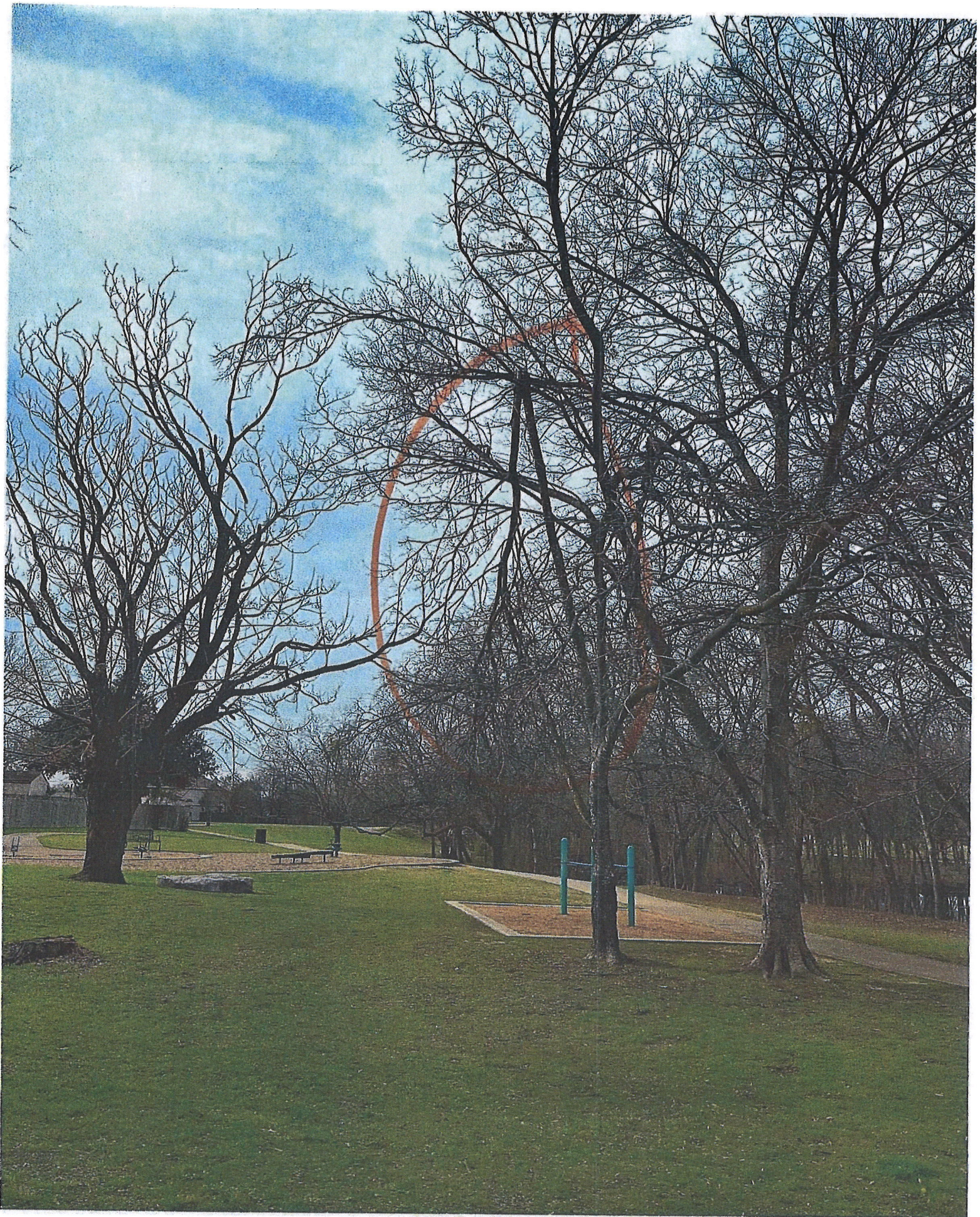














P.O. Box 17126
 Austin, TX 78760
 (800) 375-8375 Toll Free
 (512) 421-1340 Office

texasdisposal.com

Northtown MUD 2024 - Quarterly Operations Reports

| First Quarter 2024 | | | | | | |
|---------------------------|-----------------------|---------------|---------------------------|-----------------|-------------------|-------------------|
| Month | Bulky Pick Ups | Misses | Courtesy Clean Ups | Cart DEL | Cart Swaps | Cart TERMS |
| January | 30 | 3 | 6 | 15 | 16 | 2 |
| February | | | | | | |
| March | | | | | | |
| Totals | 30 | 3 | 6 | 15 | 16 | 2 |

| Second Quarter 2024 | | | | | | |
|----------------------------|-----------------------|---------------|---------------------------|-----------------|-------------------|-------------------|
| Month | Bulky Pick Ups | Misses | Courtesy Clean Ups | Cart DEL | Cart Swaps | Cart TERMS |
| April | | | | | | |
| May | | | | | | |
| June | | | | | | |
| Totals | 0 | 0 | 0 | 0 | 0 | 0 |

| Third Quarter 2024 | | | | | | |
|---------------------------|-----------------------|---------------|---------------------------|-----------------|-------------------|-------------------|
| Month | Bulky Pick Ups | Misses | Courtesy Clean Ups | Cart DEL | Cart Swaps | Cart TERMS |
| July | | | | | | |
| August | | | | | | |
| September | | | | | | |
| Totals | 0 | 0 | 0 | 0 | 0 | 0 |

| Fourth Quarter 2024 | | | | | | |
|----------------------------|-----------------------|---------------|---------------------------|-----------------|-------------------|-------------------|
| Month | Bulky Pick Ups | Misses | Courtesy Clean Ups | Cart DEL | Cart Swaps | Cart TERMS |
| October | | | | | | |
| November | | | | | | |
| December | | | | | | |
| Totals | 0 | 0 | 0 | 0 | 0 | 0 |

| | | | | | | |
|--------------------|-----------|----------|----------|-----------|-----------|----------|
| 2024 TOTALS | 30 | 3 | 6 | 15 | 16 | 2 |
|--------------------|-----------|----------|----------|-----------|-----------|----------|

Northtown- 2024 Operations Report January

Courtesy Pick-ups

| CUST # | CUST NAME | ADDRESS | | DATE | ACTION | W/O# |
|--------|------------|---------|------------|-----------|-------------------|---------|
| 70544 | HOANG | 14020 | MERSEYSIDE | 1/19/2024 | 96G TRASH CLEANUP | 7675356 |
| 71479 | CANTU | 120 | SEGOVIA | 1/12/2024 | 96G TRASH CLEANUP | 7667572 |
| 71479 | CANTU | 120 | SEGOVIA | 1/19/2024 | 96G RECY CLEANUP | 7667575 |
| 71625 | JONES | 1209 | STAPLE | 1/26/2024 | 96G TRASH CLEANUP | 7681511 |
| 84111 | ECHEVERRIA | 14913 | CHAMOMILE | 1/6/2024 | 96G TRASH CLEANUP | 7657740 |
| 118912 | COLEMAN | 701 | WATSON | 1/6/2024 | 96G TRASH CLEANUP | 7657857 |
| | | | | | | |

Bulky Waste

| CUST # | CUST NAME | ADDRESS | | DATE | ACTION | W/O# |
|--------|--------------|---------|---------------|-----------|----------------------|---------|
| 61992 | ELISEEV | 14912 | LANTERN | 1/12/2024 | BULKY WASTE SRVC | 7665428 |
| 69100 | TUCKER | 1112 | ORANGE PEKOE | 1/19/2024 | BULKY WASTE SRVC | 7676267 |
| 69100 | TUCKER | 1112 | ORANGE PEKOE | 1/19/2024 | BULKY WASTE SRVC | 7681524 |
| 70163 | ECHANIQUE | 13903 | CAMBOURNE | 1/6/2024 | BULKY WASTE SRVC | 7656335 |
| 70893 | BOWIE | 15107 | LANTERN | 1/12/2024 | BULKY WASTE SRVC | 7658953 |
| 70927 | NRTH | 14408 | LEMONGRASS | 1/3/2024 | BULKY WASTE SRVC | 7635458 |
| 71089 | VARGAS | 529 | TUDOR HOUSE | 1/26/2024 | BULKY WASTE SRVC | 7682823 |
| 71448 | TARLETON | 903 | ROCKING SPUR | 1/6/2024 | BULKY WASTE SRVC | 7655767 |
| 71524 | ANDERSON | 1201 | SLEEPYTIME | 1/19/2024 | BULKY WASTE SRVC | 7677590 |
| 71548 | HELM | 1320 | SLEEPYTIME | 1/26/2024 | BULKY WASTE SRVC | 7679586 |
| 72047 | VALENTINE | 13922 | CONNER DOWNS | 1/6/2024 | BULKY WASTE SRVC | 7663872 |
| 73586 | SCHILLER | 14809 | EARL GREY | 1/12/2024 | BULKY WASTE SRVC | 7664098 |
| 74426 | GARRISON | 15000 | SASSAFRAS | 1/12/2024 | BULKY WASTE SRVC | 7669303 |
| 75726 | GAYNOR PROPE | 525 | TUDOR HOUSE | 1/12/2024 | BULKY WASTE SRVC | 7668330 |
| 76031 | FULTON | 13622 | MERSEYSIDE | 1/12/2024 | BULKY WASTE SRVC | 7664638 |
| 76662 | LANDRETH | 15117 | MANDARIN | 1/6/2024 | BULKY WASTE SRVC | 7655383 |
| 79606 | JOHANSON | 15312 | HYSON | 1/26/2024 | BULKY WASTE SRVC | 7683330 |
| 80967 | ROSS | 14717 | ENGLISH ROSE | 1/6/2024 | BULKY WASTE SRVC | 7663677 |
| 80967 | ROSS | 14717 | ENGLISH ROSE | 1/9/2024 | BULKY WASTE SRVC | 7667835 |
| 86727 | RAMSEY | 1313 | HONEY BLOSSOM | 1/19/2024 | BULKY WASTE SRVC | 7669642 |
| 87678 | ALQAYSI | 1308 | PEPPERMINT | 1/12/2024 | BULKY WASTE SRVC | 7669869 |
| 96192 | DESANTIAGO | 1013 | PEPPERMINT | 1/6/2024 | BULKY WASTE SRVC | 7663567 |
| 96715 | HUFFMAN | 1517 | TUDOR HOUSE | 1/26/2024 | BULKY WASTE SRVC | 7680203 |
| 97584 | HENRY | 14105 | HARRIS RIDGE | 1/26/2024 | BULKY WASTE SRVC | 7679505 |
| 104722 | FULLWOOD | 433 | SWEET LEAF | 1/19/2024 | BULKY WASTE SRVC | 7674594 |
| 114957 | FLORES | 801 | SWEET LEAF | 1/12/2024 | BULKY WASTE SRVC | 7668511 |
| 114957 | FLORES | 801 | SWEET LEAF | 1/19/2024 | BULKY WASTE SRVC 6CY | 7678456 |
| 126188 | TIMBERLAKE | 837 | WATSON | 1/6/2024 | BULKY WASTE SRVC | 7659008 |
| 151595 | OSEGUEDA | 1009 | OATMEAL | 1/6/2024 | BULKY WASTE SRVC 6CY | 7656969 |
| 269458 | CARTER | 14303 | HONEY GEM | 1/6/2024 | BULKY WASTE SRVC | 7663908 |
| | | | | | | |

Missed Pick-ups

| CUST # | CUST NAME | ADDRESS | | DATE | ACTION | W/O# |
|--------|------------|---------|-------------|-----------|----------------|---------|
| 70300 | BROWN | 628 | TUDOR HOUSE | 1/17/2024 | 96G TRASH MISS | 7675011 |
| 71732 | PIPPINS | 817 | TUDOR HOUSE | 1/17/2024 | 96G RECY MISS | 7675137 |
| 76026 | ADVERSARIO | 624 | TUDOR HOUSE | 1/17/2024 | 96G TRASH MISS | 7675038 |
| | | | | | | |

Cart Deliveries

| CUST # | CUST NAME | ADDRESS | | DATE | ACTION | W/O# |
|--------|---------------|---------|------------------|-----------|-------------------------|---------|
| 70544 | HOANG | 14020 | MERSEYSIDE | 1/17/2024 | 96G RES TRASH CART DLVR | 7676428 |
| 84894 | SCOWDEN PROF | 15309 | HYSON | 1/23/2024 | 96G RES TRASH CART DLVR | 7681531 |
| 122007 | SANDERS | 909 | MAHOMET | 1/17/2024 | 96G RES TRASH CART DLVR | 7674623 |
| 310711 | ANITA AKEMI | 14611 | JACKSON BROWNING | 1/6/2024 | 96G RES TRASH CART DLVR | 7657340 |
| 310711 | ANITA AKEMI | 14611 | JACKSON BROWNING | 1/6/2024 | 96G RES RECY CART DLVR | 7657340 |
| 310851 | PANCHAL | 14505 | JACKSON BROWNING | 1/6/2024 | 96G RES TRASH CART DLVR | 7664793 |
| 310851 | PANCHAL | 14505 | JACKSON BROWNING | 1/6/2024 | 96G RES RECY CART DLVR | 7664793 |
| 310965 | BUDHATHOKI | 14511 | JEFFERSON CRAIG | 1/10/2024 | 96G RES TRASH CART DLVR | 7668704 |
| 310965 | BUDHATHOKI | 14511 | JEFFERSON CRAIG | 1/10/2024 | 96G RES RECY CART DLVR | 7668704 |
| 311207 | TALAVERA CARA | 14511 | JACKSON BROWNING | 1/17/2024 | 96G RES TRASH CART DLVR | 7676897 |
| 311207 | TALAVERA CARA | 14511 | JACKSON BROWNING | 1/17/2024 | 96G RES RECY CART DLVR | 7676897 |
| 311374 | GHIMIRE | 14500 | JEFFERSON CRAIG | 1/26/2024 | 96G RES TRASH CART DLVR | 7682646 |
| 311374 | GHIMIRE | 14500 | JEFFERSON CRAIG | 1/26/2024 | 96G RES RECY CART DLVR | 7682646 |
| 311425 | DOAN | 609 | LOGAN JAMES | 1/26/2024 | 96G RES TRASH CART DLVR | 7684099 |
| 311425 | DOAN | 609 | LOGAN JAMES | 1/26/2024 | 96G RES RECY CART DLVR | 7684099 |
| | | | | | | |

Cart Swaps

| CUST # | CUST NAME | ADDRESS | | DATE | ACTION | W/O# |
|--------|---------------|---------|--------------|-----------|-----------------------|---------|
| 61875 | AMICK | 904 | CASTLETON | 1/12/2024 | SWAP 9T CART FOR SAME | 7670486 |
| 61875 | AMICK | 904 | CASTLETON | 1/12/2024 | SWAP 9Y CART FOR SAME | 7670486 |
| 69871 | BAILON | 13814 | CAMBOURNE | 1/12/2024 | SWAP 9T CART FOR SAME | 7668193 |
| 70688 | MUELLER | 13912 | GREINERT | 1/26/2024 | SWAP 9T CART FOR SAME | 7681909 |
| 70750 | DAVIS | 13808 | LAMPTING | 1/12/2024 | SWAP 9Y CART FOR SAME | 7666986 |
| 70763 | BROWN | 13906 | LAMPTING | 1/6/2024 | SWAP 9T CART FOR SAME | 7656638 |
| 70763 | BROWN | 13906 | LAMPTING | 1/12/2024 | SWAP 9T CART FOR SAME | 7667627 |
| 71135 | STONE OAK PRO | 906 | LOW BRIM | 1/12/2024 | SWAP 9Y CART FOR SAME | 7671301 |
| 71425 | GARRETT | 13904 | RANDALSTONE | 1/19/2024 | SWAP 9T CART FOR SAME | 7679196 |
| 71425 | GARRETT | 13906 | RANDALSTONE | 1/19/2024 | SWAP 9Y CART FOR SAME | 7679200 |
| 71549 | BURGETT | 1324 | SLEEPYTIME | 1/12/2024 | SWAP 9T CART FOR SAME | 7667308 |
| 72030 | DAVIS | 13903 | CONNER DOWNS | 1/19/2024 | SWAP 9Y CART FOR SAME | 7674567 |
| 96820 | FERNANDEZ | 13700 | HARRIS RIDGE | 1/19/2024 | SWAP 9T CART FOR SAME | 7674764 |
| 112391 | HEREDIA | 1512 | FERN RIDGE | 1/19/2024 | SWAP 9T CART FOR SAME | 7675399 |
| 114285 | DOLLINS | 820 | SWEET LEAF | 1/26/2024 | SWAP 9T CART FOR SAME | 7677081 |
| 114970 | GARCIA | 14521 | HARRIS RIDGE | 1/12/2024 | SWAP 9T CART FOR SAME | 7666914 |
| | | | | | | |

Cart Terms

| CUST # | CUST NAME | ADDRESS | | DATE | ACTION | W/O# |
|---------------|------------------|----------------|----------|-------------|---------------|-------------|
| 70905 | ABULEZAM | 15205 | LANTERN | 1/19/2024 | CART 9Y TERM | 7675584 |
| 108104 | HERNANDEZ | 1504 | TEA LEAF | 1/12/2024 | CART 9Y TERM | 7656192 |
| | | | | | | |

| Date | Truck # | Route | Ticket # | Tonnage on Route |
|-----------|---------|-------|----------|------------------|
| 1/5/2024 | 42011 | A514 | 320294 | 1.69 |
| 1/5/2024 | 41126 | A515 | 320315 | 5.51 |
| 1/5/2024 | 41139 | A514 | 320319 | 6.67 |
| 1/12/2024 | 41128 | A514 | 320857 | 5.83 |
| 1/12/2024 | 41131 | A515 | 320861 | 6.76 |
| 1/12/2024 | 41128 | A514 | 320897 | 2.41 |
| 1/19/2024 | 41128 | A514 | 321341 | 4.14 |
| 1/19/2024 | 41128 | A514 | 321366 | 3.14 |
| 1/19/2024 | 41084 | A514 | 321367 | 3.06 |
| 1/26/2024 | 41128 | A514 | 321880 | 5.6 |
| 1/26/2024 | 41131 | A515 | 321881 | 7.55 |
| 1/26/2024 | 41128 | A514 | 321905 | 2.86 |
| | | | | |

Total Recycle Tonnage 41.35

| | |
|--|--------------|
| Total Northtown Containers | 3302 |
| <u>/Total containers on all routes</u> | <u>3925</u> |
| % of Northtown containers in routes | 84.13% |
| Total Tonnage | 41.35 |
| X % of Northtown containers in routes | 84.13% |
| Estimated recycle tonnage | 34.79 |

CONTRACT ADDENDUM

This Contract Addendum ("Addendum") is incorporated into the attached proposal (the "Proposal") between TCB Construction, Inc. ("Contractor") and Northtown Municipal Utility District (the "District"). If there is any conflict between the terms of the attached Proposal and this Addendum, the terms of this Addendum will control.

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

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

3. Verification Under Ch. 2271, Texas Government Code. If required under Chapter 2271 of the Texas Government Code (as amended, "Chapter 2271"), Contractor represents and warrants that, at the time of execution and delivery of the Contract, neither Contractor, nor any wholly or majority-owned subsidiary, parent company, or affiliate of Contractor that exist to make a profit, boycott Israel or will boycott Israel during the term of the Contract, or are companies that are identified on a list prepared and maintained by the Texas Comptroller of Public Accounts (the "Comptroller") described in Subchapter B of Chapter 808 of the Texas Government Code and posted on the Comptroller's internet website at <https://comptroller.texas.gov/purchasing/publications/divestment.php>.

4. Verification Under Ch. 2252, Texas Government Code. If required under Chapter 2252 of the Texas Government Code, as amended, Contractor represents and warrants that, neither Contractor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the same that exists to make a profit, if any, are companies identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Sections 2252.153 or 2270.0201, Texas Government Code, as amended, and posted on the following pages of the Texas Comptroller of Public Account's internet website:

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

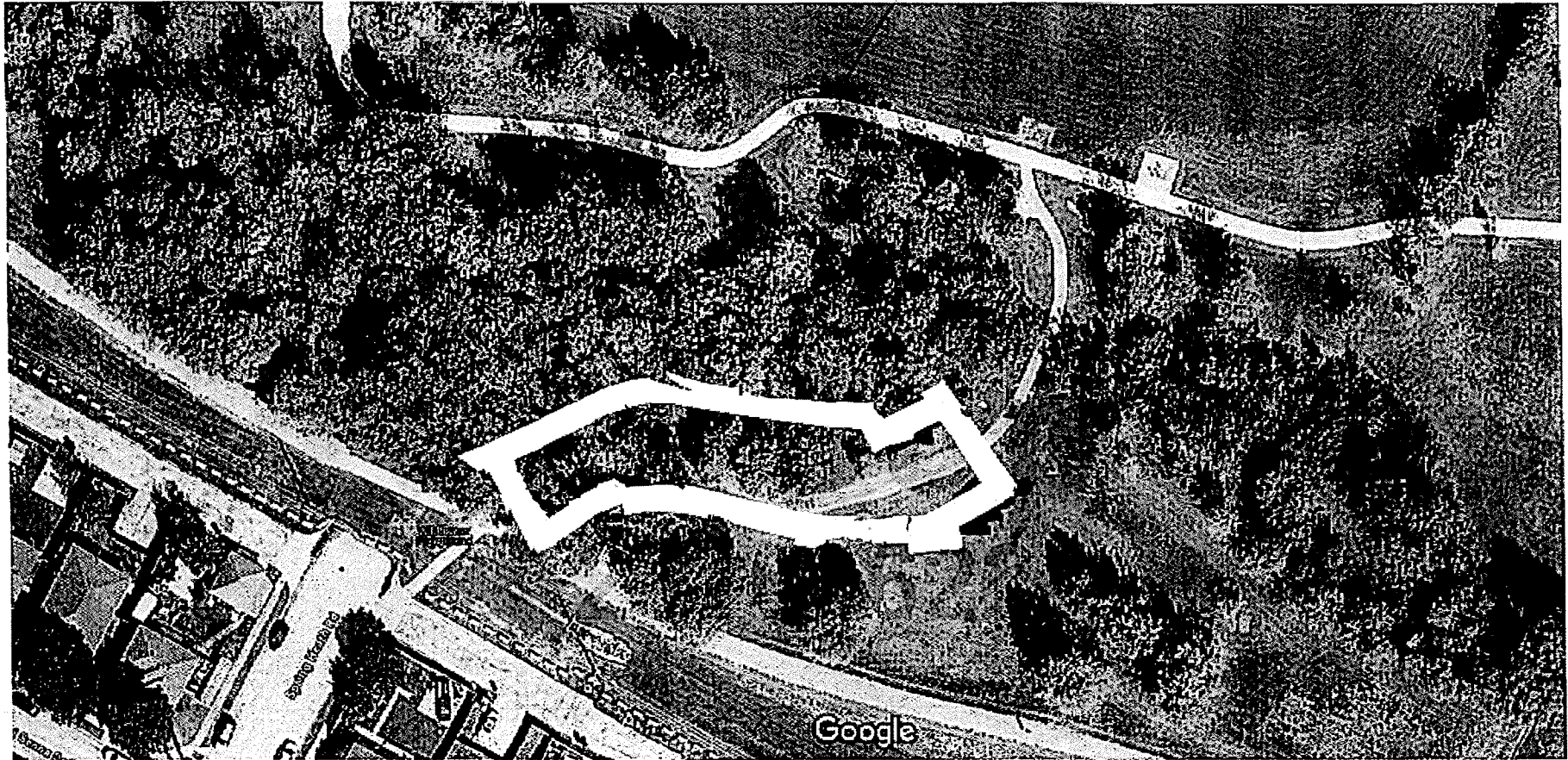
The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, as amended, and to the extent such Section does not contravene applicable Federal law and excludes Contractor and each parent company, wholly-owned or majority-owned subsidiaries, and other affiliates of the same that exist to make a profit, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan, Iran or a foreign terrorist organization. Contractor understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with Contractor.

5. Verification Under Chapter 2274, Texas Government Code, Relating to Contracts with Companies that Discriminate Against the Firearm and Ammunition Industries. If required under Chapter 2274 of the Texas Government Code (as amended, "Chapter 2274"), Contractor represents and warrants that, at the time of execution and delivery of the Contract, neither Contractor, nor any wholly or majority-owned subsidiary, parent company, or affiliate of

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

6. **Verification Under Chapter 2276, Texas Government Code, Relating to Contracts With Companies Boycotting Certain Energy Companies.** If required under Chapter 2276 of the Texas Government Code (as amended, "*Chapter 2276*"), Contractor represents and warrants that, at the time of execution and delivery of the Contract, neither Contractor, nor any wholly or majority-owned subsidiary, parent company, or affiliate of Contractor that exists to make a profit, boycott energy companies or will boycott energy companies during the term of the Contract, or are companies that are identified on a list prepared and maintained by the Texas Comptroller of Public Accounts (the "*Comptroller*") described in Subchapter B of Chapter 809 of the Texas Government Code and posted on the Comptroller's internet website at <https://comptroller.texas.gov/purchasing/publications/divestment.php>. The foregoing verification is made solely to comply with Chapter 2276. As used in the foregoing verification, "boycott energy companies" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (1) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law or (2) does business with a company described in the preceding section (1).

Google Maps



Imagery ©2024 Airbus, CAPCOG, Maxar Technologies, U.S. Geological Survey, Map data ©2024 Google 20 ft

WILDFLOWER ~~WALK~~
 SIDEWALK @ ~~CROSS-RO~~
 CENTER BRIDGE

#2020

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:
 2024-1126701

Date Filed:
 02/21/2024

Date Acknowledged:

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

TCB Construction 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 MUD

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.

20240229-6(e)
 concrete sidewalk

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of Interest (check applicable) | |
|---|--------------------------|--|---------------------------------------|--------------|
| | | | Controlling | Intermediary |
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5 Check only if there is NO Interested Party.

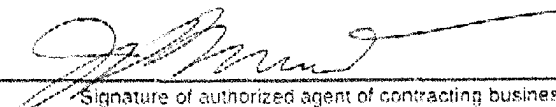
6 UNSWORN DECLARATION

My name is JEFF NOVOTNY and my date of birth is 3-5-1970

My address is 12316 ADOERBROOK DR. AUSTIN TX 78708 USA
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in TRAVIS County, State of TEXAS on the 22nd day of FEB, 2022
(month) (year)


 Signature of authorized agent of contracting business entity (Declarant)

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:
 2024-1126701

Date Filed:
 02/21/2024

Date Acknowledged:
 02/23/2024

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

TCB Construction 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 MUD

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.

20240229-6(e)
 concrete sidewalk

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|--------------------------|--|---------------------------------------|--------------|
| | | | Controlling | Intermediary |
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5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)



P.O. Box 3639
Cedar Park, Texas 78630

DATE: February 21, 2024
TO: Northtown Municipal Utility District
Board of Directors
FROM: Scott J. Foster, P.E.
RE: Northtown MUD – Engineer’s Report for the February 2024 Board Meeting

Report from District Engineer, including:

a) Development Updates;

i) Village at Northtown Section 2 (Condominiums);

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

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

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

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

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

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

Construction has started and is expected to last into 2024.

iv) The Lakes Retail Center;

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

v) Avalon Bay Multifamily;

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

EXHIBIT H

At the April 2023 Board meeting, it was discussed that a portion of the project was anticipated to have increased parkland fees. Upon further discussion with the developer, it appears that there was an omission in their original plans which should have identified the correct number of units. The approved parkland fees in the for 832 Units (\$300/Unit - \$249,600) was paid on January 12, 2024.

vi) JD's Supermarket Dessau;

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

b) MS4 Compliance Matters;

The TCEQ requires an annual report be filed which summarizes the District's MS4 related activities. The authorized report will be completed and filed with the TCEQ prior to the March 2024 deadline.

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

c) Parks Master Plan;

The contract for the District's Parks Master Plan was executed. Studio 16:19 is in the process of kicking off the project.

d) Surplus Bond Matters;

Jones-Heroy & Associates, Inc. is coordinating the gathering of information to prepare the necessary documents for the TCEQ's approval. Additional assistance will be required by the District's existing consultants and advisors. It is expected that the application could be submitted in Q2 of 2024.

Northtown Municipal Utility District

February 29, 2024

- Review Cash Activity Report, including Receipts and Expenditures

- Action Items:

- Approval of director and vendor payments
- Approve funds transfers:
 - Logic Operating Account to ABC Bank Manager's Account: \$568,348.34
 - Logic Operating Account to ABC Bank Manager's Account: \$65,000.00
 - PNC Bank Lockbox Account to TexPool General Operating Account: \$600,000.00
 - Logic Tax Account to Logic General Operating Account: \$2,009,016.45
 - Logic Tax Account to Logic Debt Service Account: \$1,100,000.00
- Approve bond payments:
 - SR 2015 \$ 75,400.00
 - SR 2017 24,300.00
 - SR 2019 78,575.00
 - SR 2020 85,437.50
 - SR 2021 Ref 33,300.00

**Northtown Municipal Utility District
Cash Activity Report - ABC Bank Operating Account
January 31, 2024 - February 29, 2024**

| | | General Fund Operating Account |
|--|----------------------------------|-----------------------------------|
| Cash Balance - January 31, 2024 | | 8,041.01 |
| Subsequent Activity | | 9,236.00 |
| Cash Receipts | KB Homes - Connection Fees | 8,736.00 |
| Cash Receipts | Facility Rentals | <u>500.00</u> |
| | Total Subsequent Activity | <u>9,236.00</u> |
| Projected Balance as of February 29, 2024 | | \$ 17,277.01 |

Northtown Municipal Utility District
Cash Activity Report - ABC Bank Manager's Account
December 31, 2023 - February 29, 2024

**General Fund
Manager's
Account**

Cash Balance - December 31, 2023 **\$ 295,904.14**

Subsequent Activity **(22,136.18)**

| | |
|---|--------------------|
| Transfers approved at the January 24, 2024 Meeting | 892,342.94 |
| Expenditures Approved at the January 24, 2024 Meeting | (856,825.13) |
| Payroll Expenses | (36,267.14) |
| Payroll and Payroll Taxes | (36,267.14) |
| TCEQ | (14,660.32) |
| TCEQ 2023 Regulatory Assessment | (14,660.32) |
| City of Austin | (2,422.86) |
| Utilities - January 2024 | (2,422.86) |
| Optimum Business | (800.00) |
| Utilities - January 2024 | (800.00) |
| TX Health Benefits Pool | (2,727.74) |
| Employee Benefits - February 2024 | (2,727.74) |
| TXU Energy | (730.71) |
| Street Lights - January 2024 | (730.71) |
| Verizon | (45.22) |
| Telephone- January 2024 | (45.22) |
| Total Subsequent Activity | (22,136.18) |

Cash Balance - January 31, 2024 **\$ 273,767.96**

Subsequent Expenditures **(56,497.62)**

| | |
|----------------------------------|--------------------|
| Lost checks #10547 & 10919 | 401.67 |
| Payroll Expenses | (45,327.56) |
| Payroll and Payroll Taxes | (45,327.56) |
| Petty Cash | (487.00) |
| Expense Reimbursement | (487.00) |
| Ramona Oliver | (484.19) |
| Expense Reimbursement | (484.19) |
| AT&T | (1,116.67) |
| Telephone - January 2024 | (1,116.67) |
| City of Austin | (1,829.13) |
| Utilities - January 2024 | (1,829.13) |
| Charter Communications | (140.39) |
| Park Internet - January 2024 | (140.39) |
| AT&T Mobility | (92.85) |
| Telephone - February 2024 | (92.85) |
| City of Austin | (1,767.48) |
| Utilities - January 2024 | (1,767.48) |
| City of Austin | (40.90) * |
| Utilities - February 2024 | (40.90) |
| Optimum | (501.26) * |
| Internet - February 2024 | (501.26) |
| City of Austin | (2,624.10) * |
| Utilities - February 2024 | (2,624.10) |
| TXU Energy | (2,487.76) * |
| Utilities - February 2024 | (2,487.76) |
| Total Subsequent Activity | (56,497.62) |

Expenditures to be Approved at February 29, 2024 Meeting **(734,610.84)**

| | |
|---|---------------------|
| 360 Professional Services, Inc. | (10,939.50) |
| Engineering Fees - January 2024 | (10,939.50) |
| Alterman, Inc. | (1,817.35) |
| Rework 2" drain line | (1,817.35) |
| Aqua-Tech Laboratories, Inc. | (1,023.75) |
| Lab Fees - December 2023 | (1,023.75) |
| Armbrust & Brown, P.L.L.C. | (13,106.68) |
| Legal Fees - January 2024 | (13,106.68) |
| Bott & Douthitt, P.L.L.C. | (9,108.87) |
| Accounting Services - January 2024 | (9,108.87) |
| City of Austin | (183,476.70) |
| W/WW Purchases - January 2024 | (183,476.70) |
| City of Round Rock Environmental Services | (250.00) |
| Bacteriological Test - 24 PA | (250.00) |
| Crossroads Utility Services | (83,514.34) |
| Operations - January 2024 | (83,514.34) |
| Employee Incentive Plans, Inc. | (764.37) |
| 401(k) Administration Fee | (764.37) |
| Fatter & Evans Architects, Inc. | (9,210.40) |
| NT MUD Office and Pavilion | (9,210.40) |
| Flock Safety, Inc. | (43,800.00) |
| Security Cameras | (43,800.00) |
| HydroPro Solutions, LLC | (78,350.00) |
| Meter Purchases | (78,350.00) |
| Ramona Oliver | (351.84) |
| Expense Reimbursement | (351.84) |
| Texas Disposal Systems, Inc. | (79,292.85) |
| Garbage Fees - January 2024 | (79,292.85) |
| TexaScapes | (50,122.69) |
| Landscape/Irrigation Maintenance | (50,122.69) |
| The Carlton Law Firm, PLLC | (99.00) |
| Austin Wholesale Contract Renewal | (99.00) |
| Travis County Sheriff's Department | (2,320.00) |
| Security Patrol Vehicle | (2,320.00) |
| Williams Mapping & Consulting | (800.00) |
| Monthly MS4 Inspections | (800.00) |
| Amaro, Felix T | (612.29) * |
| Director Fees | (612.29) |
| Campbell, Robin | (204.09) * |
| Director Fees | (204.09) |
| Capers, Christopher B. | (461.14) * |
| Director Fees/Reissued ck #10547 | (461.14) |
| Roy Lee Hill | (124.62) * |
| Replace lost check #10919 | (124.62) |
| Firetron, Inc. | (850.00) * |
| Fire Alarm Monitoring | (850.00) |
| HydroPro Solutions, LLC | (160,510.36) * |
| Meter Purchases | (160,510.36) |
| McCall Gibson Swedlund Barfoot P.L.L.C. | (3,500.00) * |
| Audit Fees 9/30/2023 | (3,500.00) |
| Total Expenditures to be Approved | (734,610.84) |

*Added after packet distribution

Subtotal **(517,340.50)**

Transfers to be approved **816,610.84**

| | |
|---|------------|
| Transfer for expenditures approved 2/29/2024 from Logic Operating | 734,610.84 |
| Transfer Funds from Logic Operating | 82,000.00 |

Projected Balance as of February 29, 2024 **\$ 299,270.34**

Northtown Municipal Utility District
Cash Activity Report - ABC Bank Customer Refund Account
January 31, 2024 - February 29, 2024

| | | <u>General Fund</u> <u>Customer Refund</u> <u>Account</u> |
|---|-----------------|---|
| Cash Balance - January 31, 2024 | | \$ 4,872.50 |
| Expenditures to be Approved at February 29, 2024 Meeting | | (2,198.01) |
| 1836 Realty Property Management | Customer Refund | (97.27) |
| Al Majidi, Nagham | Customer Refund | (51.92) |
| Brand, Travis | Customer Refund | (103.44) |
| Cabilatazan, Domingo | Customer Refund | (192.64) |
| Chhay, Celine | Customer Refund | (91.41) |
| Dedeyan, Daniel | Customer Refund | (104.37) |
| Guuccison | Customer Refund | (57.48) |
| Hamza, Aimee | Customer Refund | (127.80) |
| Jiang, Peter | Customer Refund | (105.38) |
| Keeton, Andrea | Customer Refund | (2.36) |
| Marant, Traci | Customer Refund | (58.71) |
| Markham, Caroline | Customer Refund | (110.84) |
| Moreno, Petra | Customer Refund | (90.17) |
| Nguyen, Tuyen | Customer Refund | (96.04) |
| Rahn, Allan | Customer Refund | (136.43) |
| Reis, Suelyn | Customer Refund | (362.41) |
| Robinson, Nicole | Customer Refund | (17.39) |
| Robles-Delgadillo, Fabiola | Customer Refund | (93.57) |
| Rodriguez, Bryan | Customer Refund | (32.47) |
| Slate, Amber | Customer Refund | (91.10) |
| Tai, Van | Customer Refund | (48.20) |
| Thomas, Rhonda | Customer Refund | (126.61) |
| Total Expenditures | | (2,198.01) |
| Projected Balance as of February 29, 2024 | | \$ 2,674.49 |

Northtown Municipal Utility District
Cash Activity Report - ABC Bank Park Fund Account
January 31, 2024 - February 29, 2024

| | <u>ABC Bank</u> <u>Park</u> <u>Account</u> |
|--|--|
| Cash Balance - January 31, 2024 | \$ 49,950.00 |
| Projected Balance as of February 29, 2024 | \$ 49,950.00 |

**Northtown Municipal Utility District
Cash/Investment Activity Report
January 31, 2024 - February 29, 2024**

| | Interest Rate | Maturity Date | Balance 1/31/2024 | Subsequent Receipts | Subsequent Disbursements | Subtotal | Transfers to be 2/29/2024 | Projected Balance 2/29/2024 |
|--------------------------------------|---------------|---------------|-------------------------|----------------------|--------------------------|-------------------------|---------------------------|-----------------------------|
| General Fund - | | | | | | | | |
| ABC Bank - Operating Account | 0.0000% | N/A | \$ 8,041.01 | \$ 9,236.00 | \$ - | \$ 17,277.01 | \$ - | \$ 17,277.01 |
| ABC Bank - Manager's Account | 0.0000% | N/A | 273,767.96 | - | (791,108.46) | (517,340.50) | 816,610.84 (1)(2) | 299,270.34 |
| ABC Bank - Customer Refunds | 0.0000% | N/A | 4,872.50 | - | (2,198.01) | 2,674.49 | - | 2,674.49 |
| PNC Bank Lockbox | 0.0000% | N/A | 333,466.34 | 280,800.90 | - | 614,267.24 | (600,000.00) (3) | 14,267.24 |
| Logic Operating - 01 | 5.4848% | N/A | 15,338,746.21 | - | - | 15,338,746.21 | 1,192,405.61 (1)(2)(4) | 16,531,151.82 |
| TexPool Operating | 5.2993% | N/A | 2,814,875.82 | - | - | 2,814,875.82 | 600,000.00 (3) | 3,414,875.82 |
| TexPool Fiscal Surety Trail Easement | 5.2993% | N/A | 111,197.13 | - | - | 111,197.13 | - | 111,197.13 |
| Total - General Fund | | | 18,884,966.97 | 290,036.90 | (793,306.47) | 18,381,697.40 | 2,009,016.45 | 20,390,713.85 |
| Park Fund - | | | | | | | | |
| ABC Bank - Park Account | 0.0000% | N/A | 49,950.00 | - | - | 49,950.00 | - | 49,950.00 |
| Logic - Park Fund - 02 | 5.4848% | N/A | 50,341.43 | - | - | 50,341.43 | - | 50,341.43 |
| TexPool Park | 5.2993% | N/A | 4,883.46 | - | - | 4,883.46 | - | 4,883.46 |
| Total - Park Fund | | | 105,174.89 | - | - | 105,174.89 | - | 105,174.89 |
| Debt Service Fund - | | | | | | | | |
| Logic - Tax Account | 5.4848% | N/A | 3,140,135.60 | - | - | 3,140,135.60 | (3,109,016.45) (4)(5) | 31,119.15 |
| Logic - Debt Service | 5.4848% | N/A | 2,155,900.71 | - | - | 2,155,900.71 | 1,100,000.00 (5) | 3,255,900.71 |
| TexPool - SR 2020 Cap Int | 5.2993% | N/A | 171,729.40 | - | - | 171,729.40 | - | 171,729.40 |
| Total - Debt Service Fund | | | 5,467,765.71 | - | - | 5,467,765.71 | (2,009,016.45) | 3,458,749.26 |
| Capital Project Fund - | | | | | | | | |
| Logic - SR 2011 CPF | 5.4848% | N/A | 2,670.32 | - | - | 2,670.32 | - | 2,670.32 |
| TexPool - SR 2020 CPF | 5.2993% | N/A | 4,744,163.15 | - | - | 4,744,163.15 | - | 4,744,163.15 |
| Total - Capital Project Fund | | | 4,746,833.47 | - | - | 4,746,833.47 | - | 4,746,833.47 |
| Total - All Funds | | | \$ 29,204,741.04 | \$ 290,036.90 | \$ (793,306.47) | \$ 28,701,471.47 | \$ - | \$ 28,701,471.47 |

- (1) To transfer funds from Logic Operating Account to ABC Bank Manager's Account: \$563,348.34
- (2) To transfer funds from Logic Operating Account to ABC Bank Manager's Account: \$65,000.00
- (3) To transfer funds from PNC Bank Lockbox Account to TexPool Operating: \$600,000.00
- (4) To transfer funds from Logic Tax to Logic General Operating Account: \$2,009,016.45
- (5) To transfer funds from Logic Tax to Logic Debt Service Account: \$1,100,000.00

WEBSITE DEVELOPMENT AND MAINTENANCE AGREEMENT

This Website Development and Maintenance Agreement (this "Agreement") is entered into between Northtown Municipal Utility District (the "District"), a political subdivision of the State of Texas with offices at 100 Congress Avenue, Suite 1300, Austin, Texas 78701, and Sommers Marketing and Public Relations LLC ("Website Developer" or "Contractor"), a Texas limited liability company with offices at 5900 Southwest Parkway, Suite 5-520, Austin, Texas 78735.

RECITALS

The District desires to engage Website Developer to design a fully operational website for the District (the "Project") and, upon acceptance of the Project by the District, to maintain the website, all as provided in this Agreement. Website Developer desires to accept the engagement upon the terms and for the compensation specified in this Agreement.

Therefore, for and in consideration of the premises, and the mutual agreements of the parties hereinafter set forth, the District and the Website Developer agree as follows:

I. WEBSITE DESIGN AND PROGRAMMING.

A. Services to be Provided.

1. Website Developer will provide the following services with respect to the Project:
 - a. Develop a site map to assess navigation and placement of key content on various pages in order to optimize user experience.
 - b. Assess existing website content in coordination with District representatives to identify content to be transferred to new website.
 - c. Establish hosting platform for new website while in the development phase.
 - d. Design and develop fully responsive WordPress website.
 - e. Take new website live upon approval of District representatives.
 - f. Provide backend access to new website to District representatives.
 - g. Train District representatives to make edits to new website.
2. In order to ensure compliance with the Americans with Disabilities Act, Website Developer will, at a minimum:
 - a. Provide equivalent alternatives to auditory and visual content, such as using alt tags, long descriptions, or captions for all images or graphics, and provide captions for any videos.
 - b. Provide clear navigation mechanisms.
 - c. Provide context and orientation information for all content and each link or navigation mechanism.
3. Website Developer will post the following required documents (the "Required Content") on the District's website, as required by State law:
 - a. A copy of each Board meeting agenda.
 - b. A copy of the minutes of each Board meeting.

- c. The District's mailing address, phone number, and email address, as specified by the District.
 - d. The name of each Board member.
 - e. Copies of the District's adopted budgets for the two prior years, which must indicate the District's overall and allocated tax rates adopted in each year.
 - f. A copy of the District's proposed and adopted budgets for the current year, which must include the District's overall and allocated tax rates that are proposed and adopted in the current year.
 - g. A copy of the District's most recent annual audit.
 - h. Copies of any conflict of interest disclosure forms submitted under Chapter 176, Texas Government Code.
 - i. A copy of the District's current year's Consumer Confidence Report;
 - j. The metered amount of electricity, water, and natural gas consumed for which the District has the responsibility for payment and the aggregate costs for those utility services.
 - k. A copy of the landowner's bill of rights statement set forth in Texas Government Code § 402.031.
 - l. A copy of the form statement regarding District director elections contained in **Exhibit "A"** and required under Chapter 2051 of the Texas Government Code, which must be posted continuously at least one year before each directors election and updated, as appropriate, for each election.
 - m. A copy of any order calling a District election, together with notice of the election, which must be posted during the 21 days before any bond election and during the 72 hours before the start of early voting for any other election.
 - n. A copy of the contents of any bond election proposition, together with any sample ballot prepared for the bond election, which must be posted during the 21 days before the bond election.
 - o. A copy of the voter information document for any bond election, as required by Texas Election Code §§ 4.003 and 1251.052, which must be posted during the 21 days before the bond election.
- 4. Upon the District's approval of the Project, Website Developer will promptly upload all files necessary to operate the new website and will test all links and forms within the new website.
 - 5. Website developer will provide a backup of all files to the District for safe storage and future use.

B. Compensation for Website Design Services. The District agrees to compensate Website Developer the sum of \$3,500 for the website design services described above. Any additional design services must be approved by the District in writing before they are provided and, for any approved additional design services, Website Developer will be compensated at the rate of \$50 per hour.

II. WEBSITE HOSTING AND MAINTENANCE.

A. Hosting Service. The District will contract directly for web hosting services and will allow Website Developer access to the hosting service for purposes of performing Website Developer's maintenance responsibilities under this Agreement.

B. Regular Maintenance. Website Developer will update and maintain the District's website on a regular basis, including posting emergency notices, agendas, minutes of Board meetings, and other District documents and information as requested, and updating the Required Content. The District agrees to compensate Website Developer in the amount of \$200 per month for this Service, commencing on the Effective Date.

C. Quarterly Maintenance. Website Developer will update the site theme, the version of WordPress, and all plug ins on the site to ensure the security and functionality of the site once per quarter of each calendar year. The District agrees to compensate Website Developer in the amount of \$150 per quarter for this service.

III. COPYRIGHT TO WEBPAGE.

The District will hold the copyright to all design work produced by Website Developer under this Agreement, including the design, graphics, and text contained in the finished assembled website. Rights to photos, graphics, source codes, work-up files, and computer software programs are specifically transferred to the District. Website Developer agrees to furnish the District with working files as necessary for the District to continue development of its site and expressly grants the District the right to make changes and modifications to said site and graphics, without the need to request Website Developer's permission to do so, and without obligation to Website Developer.

IV. TERM AND TERMINATION.

A. Term. The term of this Agreement will begin on the Effective Date and end September 30, 2025 (the "Term").

B. Termination Without Cause. Anything in this Agreement to the contrary notwithstanding, this Agreement may be terminated by the District at any time prior to the expiration of the Term, without cause, by delivery of at least 30 days' written notice to Website Developer or may be terminated by Website Developer by delivery of 90 days' written notice to the District. The foregoing notwithstanding, in the event of Website Developer's gross negligence or fraud in the performance of Website Developer's duties, the District may terminate this Agreement by delivery of written notice to Website Developer and any such termination will be effective immediately upon delivery of such notice. In the event of termination, the District will compensate Website Developer pursuant to this Agreement for services rendered up to the date of termination (prorated for less than a full month, if necessary) and will pay any unpaid expenses due to Website Developer under this Agreement.

C. Return of District Property. Upon termination of this Agreement, for any reason, Website Developer agrees to immediately deliver all District records and all other property of the District in Website Developer's possession or under its control to the District's designated representative. Electronic records relating to the District, including those relating to the website are District property, and Website Developer will provide such records to the District or its representative in an electronic format reasonably acceptable to the District that will allow such electronic records to be accessed and duplicated by computer, at no cost to the District.

V. MISCELLANEOUS.

A. Assignment. Neither the District nor Website Developer may assign this Agreement without the prior written consent of the other party.

B. Notices. All notices to be given under this Agreement must be in writing and may be personally delivered or dispatched by United States certified mail, postage prepaid, return receipt requested, to the addresses shown at the beginning of this Agreement. Either party may change its address by giving written notice to the other party of the change. Any time limitation provided in this Agreement will commence on the date that the party actually receives such written notice, and the date of postmark of any return receipt indicating the date of delivery of notice to the addressee will be conclusive evidence of such receipt.

C. Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements and understandings, written or oral, between Website Developer and the District. No alteration, amendment, change, deletion or addition to this Agreement will be binding upon the District or Website Developer unless it is in writing and signed by both Website Developer and the District.

D. Applicable Law, Place of Performance. This Agreement will be construed under and in accordance with the laws of the State of Texas. All of the obligations contained in this Agreement are performable in Travis County, Texas.

E. Status as Independent Contractor; Personnel. Website Developer is retained as and will provide services in the capacity of an independent contractor. Website Developer will be responsible for hiring and compensating any personnel it deems necessary to carry out its duties under this Agreement, and to be responsible for collecting and remitting all applicable FICA and income tax withholding based upon any sums paid to Website Developer.

F. Subcontracting. Except in emergency situations, Website Developer may not subcontract any services performed under this Agreement without the prior, written approval of the District. Any subcontractors retained by Website Developer with the District's approval must possess the experience, qualifications, and skills to perform the tasks assigned to them; be licensed or certified if required for the task to be performed or if licensing or certification is the standard practice in the industry; and be paid directly by Website Developer. Website Developer will be responsible for the quality and timeliness of all services subcontracted by Website Developer. No surcharges, supervisory fees, or inspection fees may be assessed by Website Developer as a result of subcontracted services.

G. Severability. If any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, it is the intention of the parties that the remainder of this Agreement not be affected and, in lieu of each provision of this Agreement that is illegal, invalid, or unenforceable, there be added a provision as similar in terms to the illegal, invalid, or unenforceable provision as is possible, and is legal, valid, and enforceable.

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

EXECUTED to be effective as of date of execution by both parties (the "Effective Date").

**NORTHTOWN MUNICIPAL UTILITY
DISTRICT:**

Brenda Richter

Brenda Richter, President
Board of Directors

Date: March 5, 2024

**SOMMERS MARKETING AND PUBLIC
RELATIONS LLC:**

Al M. Somers IV

Al M. Sommers IV, President

Date: 2-12-2024

EXHIBIT "A"

FORM STATEMENT REGARDING DISTRICT DIRECTOR ELECTIONS

“The District is governed by a Board of five members that serve staggered four-year terms. In accordance with Texas Water Code § 49.103, director elections are held on the November uniform election date, or the first Tuesday after the first Monday in November, in even-numbered years. The District’s next director election will be held on November 5, 2024 at the polling places for each election precinct within the District established by Travis County, Texas. A person that desires to be a candidate in the District’s next director election must be qualified to serve as a director and must timely submit an application for a place on the ballot to the District. To be qualified to serve as a director, a person must be at least 18 years old, a resident citizen of the State of Texas, and either own land subject to taxation in the District or be a qualified voter within the District. The first day and time that a candidate may file an application for a place on the ballot is 8:00 a.m. on the day that is 108 days before the election and the last day that a candidate may file an application for a place on the ballot is 5:00 p.m. on the day that is 78 days before the date of the election. The deadline for a declared write-in candidate to file an application is 74 days before the date of the election. For the November 5, 2024 director election, the first day and time that a candidate may file an application will be 8:00 a.m. on Monday, July 22, 2024, the deadline for filing the application for a place on the ballot will be 5:00 p.m. on Monday, August 19, 2024, and the deadline for a declared write-in candidate to file an application will be 5:00 p.m. on Friday, August 23, 2024. Applications may be obtained from the District at c/o Armbrust & Brown, PLLC, 100 Congress Ave., Suite 1300, Austin, Texas 78701, Attn: Carter Dean, (512) 435-2300, or an application may be downloaded and printed from the Texas Secretary of State’s website at <https://www.sos.state.tx.us/elections/forms/index.shtml>. Completed applications may be filed in person or by mail at the following address: c/o Armbrust & Brown, PLLC, 100 Congress Ave., Suite 1300, Austin, Texas 78701.”

CONTRACT ADDENDUM

This Contract Addendum ("Addendum") is incorporated into the attached Website Development and Maintenance Agreement (the "Contract") between Sommers Marketing and Public Relations LLC ("Contractor") and Northtown Municipal Utility District (the "District"). If there is any conflict between the terms of the attached Contract and this Addendum, the terms of this Addendum will control.

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

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

3. **Verification Under Chapter 2271, Texas Government Code.** If required under Chapter 2271 of the Texas Government Code (as amended, "Chapter 2271"), Contractor represents and warrants that, at the time of execution and delivery of the Contract, neither Contractor, nor any wholly or majority-owned subsidiary, parent company, or affiliate of Contractor that exist to make a profit, boycott Israel or will boycott Israel during the term of the Contract, or are companies that are identified on a list prepared and maintained by the Texas Comptroller of Public Accounts (the "Comptroller") described in Subchapter B of Chapter 808 of the Texas Government Code and posted on the Comptroller's internet website at:

<https://comptroller.texas.gov/purchasing/publications/divestment.php>

The foregoing verification is made solely to comply with Chapter 2271, to the extent such Chapter does not contravene applicable Federal law. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Contractor understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with Contractor.

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

<https://comptroller.texas.gov/purchasing/publications/divestment.php>

The foregoing representation is made solely to comply with Subchapter F, to the extent such subchapter does not contravene applicable Federal law, and excludes companies that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan, Iran, or a

foreign terrorist organization. Contractor understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with Contractor.

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

6. Verification Under Chapter 2276, Texas Government Code, Relating to Contracts With Companies Boycotting Certain Energy Companies. If required under Chapter 2276 of the Texas Government Code (as amended, "*Chapter 2276*"), Contractor represents and warrants that, at the time of execution and delivery of the Contract, neither Contractor, nor any wholly or majority-owned subsidiary, parent company, or affiliate of Contractor that exists to make a profit, boycott energy companies or will boycott energy companies during the term of the Contract, or are companies that are identified on a list prepared and maintained by the Texas Comptroller of Public Accounts (the "*Comptroller*") described in Subchapter B of Chapter 809 of the Texas Government Code and posted on the Comptroller's internet website at

<https://comptroller.texas.gov/purchasing/publications/divestment.php>

The foregoing verification is made solely to comply with Chapter 2276. As used in the foregoing verification, "boycott energy companies" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (1) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law or (2) does business with a company described in the preceding section (1).

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.
Sommers Marketing & Public Relations LLC
Austin, TX United States

Certificate Number:
2024-1121881

Date Filed:
02/08/2024

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

Date Acknowledged:

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.
20240124-13
Website development

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|--------------------------|--|---------------------------------------|--------------|
| | | | Controlling | Intermediary |
| | Sommers, Al | Austin, TX United States | X | |
| | Sommers, Renee | Austin, TX United States | X | |
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| | | | | |
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| | | | | |

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

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.

Sommers Marketing & Public Relations LLC
Austin, TX United States

Certificate Number:
2024-1121881

Date Filed:
02/08/2024

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

Date Acknowledged:
02/13/2024

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.

20240124-13
Website development

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|--------------------------|--|---------------------------------------|--------------|
| | | | Controlling | Intermediary |
| | Sommers, Al | Austin, TX United States | X | |
| | Sommers, Renee | Austin, TX United States | X | |
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| | | | | |

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

flock safety

Property License Agreement

Northtown Municipal Utility District (the "District"), the owner of the portions of the properties listed on Exhibit "A" identified by geographic coordinates ("Property"), enter into this Property License Agreement ("Agreement") and hereby grant Flock Group Inc. ("Flock Safety"), on a revocable basis, a non-exclusive license to install and maintain ("Services") a license plate reading camera or cameras and associated equipment ("Flock Hardware") on the Property on behalf of the District, subject to the terms of this Agreement. In no way does this Agreement grant any real property rights.

The District understands and acknowledges that Flock Hardware is the sole property of Flock Safety and, by signing this Agreement, represents and warrants that the District shall not tamper with or attempt to gain access to Flock Hardware nor interfere with Services.

Flock Safety may enter upon and use the Property only between the hours of **8:00 a.m.** and **6:00 p.m.** and will coordinate access with the District's manager. Flock Safety will only make use of the portions of the Property that are necessary to install and maintain the Flock Hardware. Flock Safety will not cause any damage to the Property and will minimize noise and other disturbances to residents of the neighborhood.

Following Flock Safety's use of the Property, Flock Safety, at its sole cost and expense, will promptly remove any equipment (excluding the Flock Hardware), materials, trash and debris from the Property, and will repair any damage to the Property caused by Flock Safety, its employees, or agents. The District may backcharge Flock Safety for any commercially reasonable costs of cleanup and repairs not fully covered Flock Safety. This paragraph will survive the expiration or any termination of this Agreement.

Upon expiration or earlier termination of this Agreement, Flock Safety, at its sole cost and expense, will quit and deliver the Property to the District peaceably and in the condition required by this Agreement.

Upon the full execution of this Agreement and prior to any entry upon or use of the Property by Flock Safety, Flock Safety must provide the District with certificates of insurance and policies, including all endorsements, on forms acceptable to the District, confirming the following insurance coverage in at least the amounts set forth below and, except with respect to Worker's Compensation insurance, naming the District and the District's directors, officers, employees, agents, consultants, affiliates, representatives, success and assigns additional insureds entitled to the full benefit of coverage:

- | | | |
|-----|--|--|
| (A) | Workers Compensation/ Employer's Liability | Statutory amounts as prescribed by law |
|-----|--|--|

flock safety

- | | | |
|-----|---|--|
| (B) | Commercial General Liability (occurrence basis) | \$1,000,000 (per occurrence) \$2,000,000 (aggregate) \$1,000,000 (products/completed operations aggregate) |
| (C) | Automobile Liability (occurrence basis), which policy must include liability arising out of the operation of owned, hired, and non-owned vehicles | \$1,000,000 (combined single limit) |

The Commercial General Liability policy must: (1) be on a current edition of ISO form CG 00 01 12 07 or equivalent; (2) include, but not be limited to, the following coverages: premises/operations, products/completed operations, independent contractors, personal injury, contractual liability, including contractual indemnity, and explosion, collapse, underground property damage; and (3) not include the following endorsements and exclusions or equivalent limitations: CG 22 94 or CG 22 95 (Damage to Work Performed by Subcontracts Exclusion), CG 21 39 (Contractual Limitation Endorsement), CG 24 26 (Amendment of Insured Contract Definition), and CG 21 37 (Employees as Insureds Exclusion). All of the above-listed insurance must be maintained in force throughout the Term of this Agreement and must be written by insurance companies authorized to sell insurance in Texas and have an A.M. Best's rating of B++ VII or better. All insurance policies must provide that they may not be cancelled or modified without 30 days' prior written notice to the District and that they are primary and noncontributory over any insurance that may be carried by the District.

THE DISTRICT WILL NOT BE LIABLE FOR ANY PERSONAL INJURY TO FLOCK SAFETY OR ITS RESPECTIVE EMPLOYEES, AGENTS, SUBCONTRACTORS, INVITEES, GUESTS, OR TRESPASSERS ARISING FROM THE USE, OCCUPANCY OR CONDITION OF THE PROPERTY. FLOCK SAFETY WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE DISTRICT AND THE DISTRICT'S DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONSULTANTS, AFFILIATES, REPRESENTATIVES, SUCCESS AND ASSIGNS (COLLECTIVELY, THE "INDEMNIFIED PARTIES"), THE PROPERTY, AND THE DISTRICT'S ADJACENT PROPERTY FROM AND AGAINST ANY AND ALL REASONABLE COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES, EXPENSES AND COURT COSTS), LIABILITIES, DAMAGES, CLAIMS, DEMANDS, JUDGMENTS, SUITS, ACTIONS, AND CAUSES OF ACTIONS OF ANY KIND OR NATURE WHATSOEVER, DIRECT OR INDIRECT, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN (COLLECTIVELY, "CLAIMS"), ARISING FROM OR OUT OF, RELATED TO, OR CAUSED IN WHOLE OR IN PART BY (A) THE USE OF THE PROPERTY OR THE EXERCISE OF ANY RIGHTS OR PRIVILEGES UNDER THIS AGREEMENT BY FLOCK SAFETY OR ITS RESPECTIVE AGENTS, EMPLOYEES, OR SUBCONTRACTORS, (B) FAILURE TO COMPLY AT ALL TIMES WITH ALL APPLICABLE LAW BY FLOCK SAFETY OR ITS RESPECTIVE AGENTS, EMPLOYEES, OR SUBCONTRACTORS (AND FLOCK SAFETY WILL TIMELY PAY ALL FINES OR PENALTIES IMPOSED FOR ANY SUCH VIOLATIONS), AND/OR (C) THE USE,

flock safety

STORAGE OR DISCHARGE OF HAZARDOUS MATERIALS OR TOXIC SUBSTANCES ON THE PROPERTY, THE PROPERTY, OR THE DISTRICT'S ADJACENT PROPERTY BY FLOCK SAFETY OR ITS AGENTS, EMPLOYEES, OR SUBCONTRACTORS. THE INDEMNIFICATION OBLIGATIONS AND RIGHTS PROVIDED FOR IN THIS PARAGRAPH WILL BE APPLICABLE WHETHER OR NOT THE JOINT OR CONTRIBUTORY NEGLIGENCE OF ANY INDEMNIFIED PARTY IS ALLEGED OR PROVEN.

FLOCK SAFETY, ON BEHALF OF ITSELF AND ON BEHALF OF ITS RESPECTIVE HEIRS, SUCCESSORS, EMPLOYEES, AGENTS, SUBCONTRACTORS, GUESTS, AND INVITEES, HEREBY RELEASES THE INDEMNIFIED PARTIES FROM LIABILITY FOR ANY REASONABLE CLAIMS WITH RESPECT TO USE OF THE PROPERTY GRANTED HEREUNDER. THIS PARAGRAPH WILL SURVIVE THE TERMINATION OF THIS AGREEMENT.

This Agreement will be personal to Flock Safety and is not transferable. Flock Safety will not subdivide, or assign any rights under this Agreement or any portion of the Property without the prior written consent of the District, which consent may be granted or withheld in the District's sole and absolute discretion. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

In the event of any action filed by a Party hereto against another Party, the prevailing Party will be entitled to recover from the other Party any and all court costs and expenses and reasonable attorneys' fees. If any part of any provision of this Agreement or any other agreement, document or writing given pursuant to or in connection with this Agreement is held to be invalid or unenforceable under applicable law, said part will be ineffective to the extent of such invalidity only, and the remaining terms and conditions will be interpreted so as to give the greatest effect possible thereto. Any obligation of the Parties relating to monies owed, as well as those provisions relating to indemnification and to limitations on liability and actions, will survive the expiration or earlier termination of this Agreement. This Agreement will be governed by and construed pursuant to the laws of the State of Texas. The terms and conditions contained herein supersede all prior oral or written understandings between the Parties and constitute the entire agreement between them concerning the subject matter of this Agreement. Time is of the essence in the performance of the undertakings and obligations of the Parties under this Agreement. Neither this Agreement nor any rights, duties, or obligations hereunder will be assignable by Flock Safety without the prior written consent of the District. This Agreement will be binding upon and inure to the benefit of the Parties hereto, and their respective successors, and permitted assigns. This Agreement may not be modified or amended except by a written instrument signed by both Parties hereto. This Agreement may be executed in as many counterparts as may be required and it shall not be necessary that the signature on behalf of both Parties hereto appear on each counterpart hereof. All such counterparts will collectively constitute a single agreement of the Parties hereto. A telecopied facsimile or PDF copy of a duly executed counterpart of this Agreement will be sufficient to evidence the binding agreement of the applicable party to the terms hereof. However, each party agrees to promptly return to the other an original, duly executed counterpart of this Agreement following the delivery of a telecopied facsimile or PDF copy thereof.

flock safety

Flock Safety agrees to comply with the provisions in the Contract Addendum attached as Exhibit "B".

The District understands that this Agreement is revocable by the District at any time, provided that the District (1) issues Flock Safety thirty (30) days' written notice via email to support@flocksafety.com, and (2) allows Flock Safety to enter the Property and safely remove all Flock Hardware from the Property without interference.

THE DISTRICT:

NORTHTOWN MUNICIPAL UTILITY DISTRICT

By: Brenda Richter
Name: Brenda Richter
Title: President
Date: 03/20/2024

FLOCK SAFETY:

FLOCK GROUP, INC.

By: DocuSigned by:
Mark Smith
AC5C931454C24F3...
Name: Mark Smith
Title: General Counsel
Date: 3/14/2024



flock safety

Exhibit "A" The Property

| Name | Latitude | Longitude | Address |
|--|-------------|--------------|--|
| #01 Wildflower Park Inbound | 30.42104483 | -97.65686195 | 102 Wild Senna Dr W, Pflugerville, TX 78660, USA |
| #02 Northtown MUD @ Wells Branch Pkwy Inbound | 30.42920959 | -97.64203906 | 700 E Wells Branch Pkwy, Pflugerville, TX 78660, US |
| #03 Stoney Creek Park Inbound | 30.41995717 | -97.64456269 | 14401 Harris Ridge Blvd, Pflugerville, TX 78660, US |
| #04 Harris Ridge Blvd @ Howard Ln SB | 30.41014023 | -97.64837172 | 13500 1/2 Harris Ridge Blvd, Pflugerville, TX 78660, USA |
| #05 Heatherwilde Blvd @ Wild Senna Dr NB | 30.42344864 | -97.65812315 | 14042 Golden Flax Trail, Pflugerville, TX 78660, USA |
| #06 Wells Branch Pkwy @ Friendship Quilt Ln WB | 30.42962619 | -97.63775384 | 1000 Friendship Quilt Ln, Pflugerville, TX 78660, US |
| #07 Friendship Quilt Ln @ Wells Branch Pkwy NB | 30.42978759 | -97.63783951 | 1000 Friendship Quilt Ln, Pflugerville, TX 78660, USA |
| #08 Greinert Dr @ Howard Ln NB | 30.4157344 | -97.65514965 | 13701 Greinert Dr, Pflugerville, TX 78660, United States |
| #09 Harris Ridge Blvd @ Sebastian Bend EB | 30.42018534 | -97.64444002 | 14401 1/2 Harris Ridge Blvd, Pflugerville, TX 78660, US |
| #10 Harris Ridge Blvd @ Sebastian bend WB | 30.4199602 | -97.64501936 | 917A Sebastian Bend, Pflugerville, TX 78660, US |
| #11 Cambourne Dr @ Merseyside Dr NB | 30.41262651 | -97.64997782 | 13616 Merseyside Dr, Pflugerville, TX 78660, United States |
| #12 Wells Branch Pkwy @ John Henry Faulk Dr EB | 30.42847138 | -97.64487675 | 608 1/2 E Wells Branch Pkwy, Pflugerville, TX 78660, United States |



CONTRACT ADDENDUM

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

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

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

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

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

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

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

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

6. Verification Under Chapter 2276, Texas Government Code, Relating to Contracts With Companies Boycotting Certain Energy Companies. If required under Chapter 2276 of the Texas Government Code (as amended, "*Chapter 2276*"), Contractor represents and warrants that, at the time of execution and delivery of the Contract, neither Contractor, nor any wholly or majority-owned subsidiary, parent company, or affiliate of Contractor that exists to make a profit, boycott energy companies or will boycott energy companies during the term of the Contract. The foregoing verification is made solely to comply with Chapter 2276. As used in the foregoing verification, "boycott energy companies" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (1) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law or (2) does business with a company described in the preceding section (1).

SIGNATURE CERTIFICATE



REFERENCE NUMBER
5C5BAF49-74BD-4270-B0ED-27EC69A6C297

TRANSACTION DETAILS

Reference Number
5C5BAF49-74BD-4270-B0ED-27EC69A6C297

Transaction Type
Signature Request

Sent At
03/20/2024 15:53 EDT

Executed At
03/20/2024 22:29 EDT

Identity Method
email

Distribution Method
email

Signed Checksum
4b357f5118731e371d734e300d06c5de7bd48fca74673fbb16f1e1b705b3c4

Signer Sequencing
Disabled

Document Passcode
Disabled

DOCUMENT DETAILS

Document Name
Property License Agreement - Northtown MUD - Clean docx 3 1

Filename
Property_License_Agreement_-_Northtown_MUD_-_Clean_docx_3_1_.pdf

Pages
7 pages

Content Type
application/pdf

File Size
390 KB

Original Checksum
61d0d0fafafe52fd8cb1875fb92c36fdca450670ed3876f9ac46990a7cd6759aa

SIGNERS

SIGNER

Name
Brenda Richter

Email
brenda.rich99@yahoo.com

Components
2

E-SIGNATURE

Status
signed

Multi-factor Digital Fingerprint Checksum
06c3e3baedecccb91e230a0b2a36ffa3c7396d20c98c252d7f5244f2f00a94d

IP Address
47.220.149.240

Device
Mobile Safari via iOS

Typed Signature
Brenda Richter

Signature Reference ID
38C158D0

EVENTS

Viewed At
03/20/2024 22:28 EDT

Identity Authenticated At
03/20/2024 22:29 EDT

Signed At
03/20/2024 22:29 EDT

AUDITS

TIMESTAMP

03/20/2024 15:53 EDT

03/20/2024 15:53 EDT

03/20/2024 22:28 EDT

03/20/2024 22:29 EDT

03/20/2024 22:29 EDT

AUDIT

Un Ha Kim (ukim@abaustin.com) created document 'Property_License_Agreement_-_Northtown_MUD_-_Clean_docx_3_1_.pdf' on Chrome via Windows from 216.207.214.194.

Brenda Richter (brenda.rich99@yahoo.com) was emailed a link to sign.

Brenda Richter (brenda.rich99@yahoo.com) viewed the document on Mobile Safari via iOS from 47.220.149.240.

Brenda Richter (brenda.rich99@yahoo.com) authenticated via email on Mobile Safari via iOS from 47.220.149.240.

Brenda Richter (brenda.rich99@yahoo.com) signed the document on Mobile Safari via iOS from 47.220.149.240.

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.
Flock Group Inc
Atlanta, GA United States

Certificate Number:
2024-1138491

Date Filed:
03/25/2024

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

Date Acknowledged:

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.
20240229-13(b)
ALPR Services

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|--------------------------|--|---------------------------------------|--------------|
| | | | Controlling | Intermediary |
| | Langley, Garrett | Atlanta, GA United States | X | |
| | Feury, Matt | Atlanta, GA United States | X | |
| | Sukhar, Ilya | San Francisco, CA United States | X | |
| | Clayton, Alex | San Francisco, CA United States | X | |
| | Ulevitch, David | New York, NY United States | X | |
| | Herendeen, Julie | San Francisco, CA United States | X | |
| | Ceran, Jennifer | San Francisco, CA United States | X | |
| | LaCamp, James | Seattle, WA United States | X | |
| | Smith, Mark | Pacifica, CA United States | X | |

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Mark Smith, and my date of birth is 30 September 1970.

My address is 226 Sterling Avenue, Pacifica, CA, 94044, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in San Mateo County, State of California, on the 25th day of March, 20 24.
(month) (year)

DocuSigned by:

Mark Smith

AC5C931454C24E3

Signature of authorized agent of contracting business entity
(Declarant)

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**

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 Atlanta, GA United States

Certificate Number:
 2024-1138491

Date Filed:
 03/25/2024

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 Northtown MUD

Date Acknowledged:
 03/25/2024

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.
 20240229-13(b)
 ALPR Services

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|----------------------------|--|---------------------------------------|--------------|
| | | Controlling | Intermediary |
| Langley, Garrett | Atlanta, GA United States | X | |
| Feury, Matt | Atlanta, GA United States | X | |
| Sukhar, Ilya | San Francisco, CA United States | X | |
| Clayton, Alex | San Francisco, CA United States | X | |
| Ulevitch, David | New York, NY United States | X | |
| Herendeen, Julie | San Francisco, CA United States | X | |
| Ceran, Jennifer | San Francisco, CA United States | X | |
| LaCamp, James | Seattle, WA United States | X | |
| Smith, Mark | Pacifica, CA United States | X | |

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)