

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

March 1, 2023

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

A meeting of the Board of Directors of Northtown Municipal Utility District was held on March 1, 2023 at the Wells Branch Tech Center, 1421 Wells Branch Parkway, Suite 106, Pflugerville, Texas. The meeting was open to the public and notice was given as required by the Texas Open Meetings Act. A copy of the 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; Robert Anderson of Crossroads Utility Services LLC (“*Crossroads*”); Carter Dean of Armbrust & Brown, PLLC (“*A&B*”); Scott Foster of 360 Professional Services, Inc. (“*360 PSI*”); Deputy Yarborough of the Travis County Sheriff’s Office (“*TCSO*”); Scott Wuest of Wuest Group Engineering & Surveying (“*Wuest*”); Edward Johnson of Johnson Trube & Associates, LLC (“*Johnson Trube*”); Lauren Smith of Public Finance Group LLC; and Colette Downey, a resident of the District.

Director Richter called the meeting to order at 5:45 p.m. and stated that the Board would first receive resident communications and Board member announcements. Ms. Downey addressed the Board and stated that she was concerned by the amount of limbs and other debris located in yards and on sidewalks throughout the District. She added that, in addition to being unsightly, the problem was a fire hazard. She then noted that the District website has insufficient information regarding methods for residents to dispose of limbs and other debris that had accumulated due to the recent winter storm. Director Richter thanked Ms. Downey for her comments and stated that the District would address the issue.

Director Richter then stated that the Board would consider approval of the minutes of the January 25, 2023 Board meeting. Upon motion by Director Capers and second by Director Hill, the Board voted 3-0 to approve the minutes.

Director Richter next recognized Deputy Yarborough to present the security report attached as **Exhibit “B”**. Deputy Yarborough reviewed the report and noted that that two incidents involving criminal mischief were minor matters involving less than \$1,500. Director Hill asked if TCSO was doing anything to address the possibility of additional street races in the District, noting that one had occurred recently on Heatherwilde Blvd. Deputy Yarborough

responded that TCSO had been working with other law enforcement agencies to address the issue. Director Hill noted that license plate reading cameras placed in the District may be helpful to address the issue.

Director Richter next stated that the Board would receive the operations manager's report and recognized Mr. Anderson. Mr. Anderson reviewed the operations manager's report attached as **Exhibit "C"** with the Board. He reported that there were 3,184 total connections as of January, that the water loss for the prior reporting period was 4.83%, 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 Hill and second by Director Capers, the Board voted 3-0 to approve the write-offs. Mr. Anderson then stated that Crossroads would drain and cover the RPZ backflow preventer ahead of future freezing temperatures to prevent damage. Mr. Anderson closed his report by informing the Board that the City of Austin would be performing work on its facilities on Howard Lane soon, which would result in lower water pressure to District customers for a day. Upon request by Director Richter, Mr. Anderson stated that he would have advance notice of the work and reduced pressure provided to District residents, and would also ensure that Ms. Oliver was made aware.

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": Gerber Daisy. He explained that the plant was native to Africa and did not do well in Texas climate; however, it did make a good indoor plant. Mr. Fadal then presented a proposal from TexaScapes attached as **Exhibit "E"** to install planters at the District's new office. Upon motion by Director Hill and second by Director Capers, the Board voted 3-0 to approve the proposal. Mr. Fadal concluded his report by stating that he had begun seeing bluebonnets blooming in the District and that TexaScapes was transitioning into providing its Spring services in the District.

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 ("*TDS*") with the Board and stated that the Utility and Services Committee had approved placing a roll-off dumpster in the 50-acre park for purposes of limb disposal following the recent winter storm. Director Hill stated that Travis County had a drop-off site for limbs and debris resulting from the storm and passed out a related informational sheet. He stated that the accumulation of limbs in District residents' yards and on sidewalks needed to be addressed, and directed Ms. Oliver to inform District residents of TDS' limb pickup procedures and the availability of the Travis County drop-off site. Board discussion ensued regarding the best way to disseminate this information to District residents. After discussion, the Board generally agreed, and Ms. Oliver was directed to (i) send the information to the HOAs in the District; (ii) coordinate with Director Campbell by Friday for Director Campbell to post the information prominently on the District website by the following Wednesday; and (iii) provide the information to District residents who had limbs in their yards within two weeks.

Director Richter next stated that the Board would receive a report from the Facilities Committee. Ms. Oliver stated that she had purchased trash receptacle liners for use at the new park facilities. Mr. Foster stated that progress was being made by STR Constructors on the new facilities and that he was cautiously optimistic that the project would be ready for partial acceptance at the next Board meeting, and that move-in to the new office could occur in April.

He also reported that one of the two pay applications that had been held had been released due to STR Constructors meeting the condition of release set by the Board at a prior meeting. Director Hill stated that he was working on setting up the security cameras at the new office and would be meeting with the security camera vendor tomorrow.

Director Richter stated that the Board would next receive the engineering report. Mr. Foster reviewed his report attached as **Exhibit "G"** with the Board and covered the status of various development projects in the District. Mr. Foster proceeded to review a list of easements required by Johnson Trube for The Parker, Phase 2. Director Hill passed out photographs of an overflowing dumpster at The Parker and stated that the overflow issue needed to be resolved, stating that loose trash would result in rodents and snakes in the adjacent District parks. Mr. Hill noted a few other issues at The Parker. Mr. Johnson responded that he understood the concerns and would address them, noting in particular that a trash compacter had been ordered for placement at The Parker, which would help mitigate the overflow issue. After discussion, Director Richter directed Mr. Dean to prepare and review, as applicable, the required legal documents listed in the letter from Wuest attached as **Exhibit "H"**. Mr. Foster then stated that Johnson Trube had requested a variance for The Parker, Phase 2 to reduce the building setback from District parkland. He stated that the request was reasonable and recommended approval of the variance as depicted on attached **Exhibit "I"**. Mr. Wuest discuss the requested variance with the Board. After discussion, upon motion by Director Hill and second by Director Capers, the Board voted 3-0 to approve the variance. Mr. Foster then stated that he had provided the response attached as **Exhibit "J"** to the TCEQ regarding the District's resolution of the TCEQ's notice of violation regarding erosion control issues. Mr. Foster added that the TCEQ had not yet commented regarding the response, but had confirmed receipt. He reminded the Board that, as part of the resolution to the erosion control issue, the Board had approved engaging Williams Mapping to conduct erosion control inspections at active construction sites within the District. Mr. Dean presented the memorandum from Williams Mapping attached as **Exhibit "K"** to the Board, which he stated would be provided to the Board on a monthly basis summarizing the status of erosion control violations and resolutions. Mr. Foster concluded his report by presenting the Budget Augmentation Request from Kennedy Jenks attached as **Exhibit "L"**, which he stated expanded the scope of the water distribution modeling services being provided and would increase the budget by \$3,500. Upon motion by Director Hill and second by Director Capers, the Board voted 3-0 to approve the Budget Augmentation Request.

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 "M"** 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 noted that the District was ahead of budget for the fiscal year. Upon motion by Director Capers and second by Director Hill, the Board voted 3-0 to approve the transfers and the payment of bills and invoices.

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

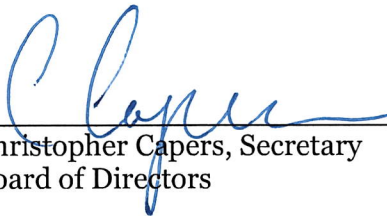
Director Richter recognized Mr. Dean for the purpose of receiving the attorney's report. Mr. Dean reviewed the Order Establishing Service Rates, Charges and Tap Fees and Policies With Respect to the District's Water, Wastewater and Drainage Systems (the "Amended Rate Order") attached as **Exhibit "N"**, which he explained had been modified to include new rules from the PUC regarding assessing late fees and terminating service during an extreme weather emergency and, if approved, would amend and restate the current rate order. Upon motion by

Director Capers and second by Director Hill, the Board voted 3-0 to approve the Amended Rate Order. Mr. Dean then presented the Order Establishing Records Management Program, Appointing Records Management Officer, and Appointing Public Information Coordinator (the "Amended Records Management Order") attached as **Exhibit "O"**, which he stated would amend and restate the current records management order to include a generic designation of the District's records management officer and public information coordinator, rather than specifying a person by name. Upon motion by Director Capers and second by Director Hill, the Board voted 3-0 to approve the Amended Records Management Order. Mr. Dean concluded his report by informing the Board that Mr. Lind had made a \$5,000 donation to the Pflugerville FFA and, accordingly, he would send a letter to Mr. Lind abating the \$5,000 penalty assessed by the District for the illegal water connection made by Mr. Lind.

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



Date: March 28, 2023



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 3:54 p.m. on Feb 22, 2023, 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 February, 2023.



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) 1421 Wells Branch Parkway, Suite 106 (district office)
PFLUGERVILLE, TEXAS 78660


THE STATE OF TEXAS §

COUNTY OF TRAVIS §

I, Mona Oliver, hereby certify that at 4:30 p.m. on February 22, 2023, 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, 2023.


Printed Name: Mona Oliver
Company: Northtown MUD



**NORTHTOWN MUNICIPAL UTILITY DISTRICT
AGENDA**

March 1, 2023

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

Notice is hereby given that the Board of Directors of Northtown Municipal Utility District will hold a meeting at **5:45 p.m. on Wednesday, March 1, 2023**. This meeting will be held at the District office located at the Wells Branch Tech Center, 1421 Wells Branch Parkway, Suite 106, 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 25, 2022 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;
 - (c) Maintenance and repair of RPZ backflow preventer during winter months;
5. Landscape maintenance report and related action items, including any proposals;
6. District manager's report and related action items, including:
 - (a) Legal/Security Committee report, including covenant violations and enforcement actions;
 - (b) Monthly expenditure report;
 - (c) Reservation ledger;
 - (d) Solid waste services, including monthly report;
 - (e) Purchase requests and/or proposals;
7. Facilities Committee report and related action items, including:
 - (a) Status of construction of office and pavilions;
 - (b) Purchases of appliances, electronics, furniture, and other office items;
 - (c) Approval of pay applications and/or change orders from STR Constructors for construction of office and pavilions;

8. District engineer's report and related action items, including:
 - (a) Development update, including:
 - (i) Village at Northtown, Section 2 (Condominiums);
 - (ii) Village at Northtown Multifamily (North Wells Branch/The Parker), including easements, construction agreements, and variance to restrictive covenant;
 - (iii) Village at Northtown Multifamily (Edenbrook), including easements and restrictive covenants;
 - (iv) The Lakes Retail Center;
 - (v) Avalon Bay Multifamily;
 - (vi) JD's Supermarket – Dessau;
 - (b) MS4 compliance matters, including:
 - (i) Permitting update;
 - (ii) 2021 ponds inspections;
 - (c) Senate Bill 3 / Emergency Preparedness Plan, including:
 - (i) Status of application requesting waiver of emergency preparedness plan;
 - (ii) Any proposals related to Senate Bill 3 compliance;

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. Reports from developer and landowner representatives and related action items;

11. Wholesale water and wastewater services and related action items, including contract negotiation with City of Austin;

12. Attorney's report and related action items, including:
 - (a) Order Establishing Service Rates, Charges and Tap Fees and Policies with Respect to the District's Water, Wastewater and Drainage Systems;
 - (b) Order Establishing Records Management Program, Appointing Records Management Officer, and Appointing Public Information Coordinator;
 - (c) Payment of penalty assessed for unauthorized connection to District water system;
 - (d) Annual review of District insurance coverage limits and deductibles, including any applicable Real and Personal Property Schedule updates;

13. Future agenda items and meeting schedule.

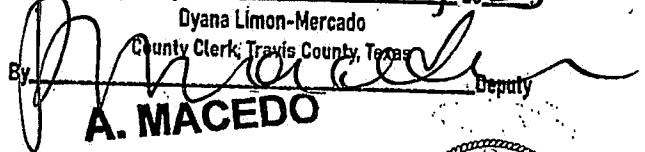
The Board of Directors is authorized by the Texas Open Meetings Act, Chapter 551, Texas Government Code, to convene in closed or executive session for certain purposes, including receiving legal advice from the District's attorney (Section 551.071); discussing real property matters (Section 551.072); 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 2023

Dyana Limon-Mercado
County Clerk, Travis County, Texas
By  Deputy
A. MACEDO



**FILED AND RECORDED
OFFICIAL PUBLIC RECORDS**

Dyana Limon-Mercado, County Clerk
Travis County, Texas



202380282

Feb 22, 2023 03:57 PM

Fee: \$3.00 MACEDOS

Crime Stats

Date	Crime	Location	Notes
1/1/2023	ATT Auto Theft	17XX Golden Sunrise	
1/10/2023	Criminal Mischeif	13XXX Merseyside Dr	
1/20/2023	Criminal Mischeif	13XXX Lampting Dr	
1/21/2023	Burg Vehicle	3XX SWEET LEAF LN	
1/22/2023	Criminal Mischeif	14XX SLEEPYTIME TRL	

EXHIBIT B



UTILITY MANAGER'S REPORT

Northtown Municipal Utility District Board of Directors Meeting



February 28, 2023

EXHIBIT 

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

GENERAL INFORMATION

Occupied Single Family Connections	<u>3094</u>	x 3 =	<u>9282</u>
Vacant Single Family Connections	<u>17</u>		
Vacant Irrigation Connections	<u>1</u>		
Vacant Fire Hydrant	<u>2</u>		
Multi Family Connections	<u>6</u>	830 Units x 3 =	<u>2490</u>
Commercial	<u>2</u>		
Builder Connections	<u>14</u>		
Builder New Taps	<u>0</u>		
Schools	<u>2</u>		
Non-Profit	<u>0</u>		
Fire Hydrants	<u>3</u>		
District Connections	<u>13</u>		
Irrigation Connections	<u>30</u>		
TOTAL CONNECTIONS	<u>3184</u>		<u>11772</u> Estimated Population

BACTERIOLOGICAL ANALYSES

<u>5</u>	Water sample(s) taken on	<u>01/19/23</u>	All bacterial samples were satisfactory.
<u>5</u>	Water sample(s) taken on	<u>01/26/23</u>	All bacterial samples were satisfactory.

WATER ACCOUNTING

Pumped through master meter(s)				
from	<u>01/01/23</u>	to	<u>01/31/23</u>	<u>19,561,000</u> Gallons
Total Gallons Received/Billing Period				
from	<u>11/30/22</u>	to	<u>12/28/22</u>	<u>18,558,000</u> Gallons
Total Gallons Billed				
from	<u>11/30/22</u>	to	<u>12/28/22</u>	<u>19,331,000</u> Gallons
Flushing	<u>11/30/22</u>	to	<u>12/28/22</u>	<u>123,700.0</u> Gallons
Billing Adjustments				
from	<u>11/30/22</u>	to	<u>12/28/22</u>	<u>0</u> Gallons
Gallons gain/loss				<u>896,700</u> Gallons
Percentage gain/loss				<u>4.83%</u>

CUSTOMER BILLING REPORT
 NORTHTOWN MUNICIPAL UTILITY DISTRICT
 December 11, 2022 Through January 10, 2023

Current Billing

Basic Service	106,310.92	
Water	104,025.22	
Sewer	106,970.23	
TCEQ	1,068.50	
Deposit	4,950.00	
Misc	1,663.00	

Total Current Billing		\$324,987.87

Aged Receivables

Thirty (30) Days	\$42,071.86	
Sixty (60) Days	10,946.62	
Ninety (90) Days	2,440.91	
One Hundred Twenty (120) Days	2,690.90	
Billed Arrears	58,150.29	
Credit Bal Fwd	6,012.29	

Total Aged Receivables		\$64,162.58

Accounts Receivables

Penalty	15,020.67	
Basic Service	96,605.86	
Water	115,301.68	
Sewer	105,906.79	
TCEQ	1,097.88	
Deposit	-\$4,350.00	
Miscellaneous	1,800.09	

Total Accounts Receivables		\$331,382.97

Deposit Liability

Balance As Of	12/11/22	\$702,610.47
Collections		4,350.00
Deposits Applied		----- -4,950.00
Balance As Of	01/10/22	\$702,010.47

NORTHTOWN MUNICIPAL UTILITY DISTRICT

Billing Report

January 20023

Connections	December	January
Active	3096	3094
Inactive	15	17
Total	3187	3181

New Connects	0	0
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Billing Recap

	December	January
Current Billing	\$452,751.56	\$324,987.87
Water	\$211,616.11	\$104,025.22
Sewer	\$115,725.20	\$106,970.23
State Assessment	\$1,648.54	\$1,068.50
Basic Service	\$106,669.71	\$106,310.92
Miscellaneous	\$9,992.00	\$1,663.00
Deposit	\$7,100.00	\$4,950.00
Current Payments	\$349,389.00	\$320,712.30
Arrears	December	January
30 Day	\$29,959.63	\$42,071.86
60 Day	\$14,291.39	\$10,946.62
90 Day	\$1,962.49	\$2,440.91
120 Day	\$2,690.90	\$2,690.90
Gross Arrears	\$48,904.41	\$58,150.29

Month	December	January
Total Customers	3187	3184
Letters	0	474
Disconnects	0	0

NORTHTOWN MUNICIPAL UTILITY DISTRICT

Water Report

January-23

Total Water Flows

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

Bacteriological Analyses

Samples: satisfactory taken on 01/17/23, 01/24/23

Chlorine Residual

	January
Average	2.1
Maximum (4.0)	2.3
Minimum (0.5)	1.9

Total Wastewater Billed

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

NORTHTOWN M.U.D. - WATER LOSS CHART

DATE FROM	DATE TO	MASTER METER	CONSUMPTION TOTALS	FLUSHING TOTALS	BILLING ADJUSTMENTS	GALLONS UNACCOUNTED	PERCENT GAIN/LOSS
09/30/19	10/28/19	28,465.4	27,596.0	51.0	(46.0)	-864.4	-3.04%
10/29/19	11/25/19	28,100.9	27,140.0	51.0	(46.0)	-955.9	-3.40%
11/26/19	12/27/19	21,268.9	20,087.0	51.0	(13.0)	-1143.9	-5.38%
12/28/19	01/30/20	21,503.9	20,226.0	48.0	(40.0)	-1269.9	-5.91%
01/31/20	02/28/20	17,649.7	16,888.0	48.0	(59.0)	-772.7	-4.38%
02/29/20	03/30/20	19,505.0	19,176.0	73.5	(1,070.0)	-1325.5	-6.80%
03/31/20	04/29/20	21,932.0	20,676.0	61.5	(83.0)	-1277.5	-5.82%
04/30/20	05/29/20	23,209.0	22,141.0	61.5	(92.0)	-1098.5	-4.73%
05/30/20	06/29/20	26,508.0	24,962.0	48.0	(89.0)	-1587.0	-5.99%
06/30/20	07/29/20	30,654.0	30,354.7	39.7	-	-259.6	-0.85%
07/30/20	08/28/20	31,232.0	29,041.0	48.0	-	-2143.0	-6.86%
08/29/20	09/29/20	25,944.0	24,413.0	43.5	-	-1487.5	-5.73%
TOTALS		295,972.8	282,700.7	624.7	(1,538.0)	(14,185.4)	---
AVERAGE		24,664.4	23,558.4	52.1	(128.2)	(1,182.1)	-4.79%
09/30/20	10/28/20	29,284.0	22,488.0	40.5	-	-1278.5	-4.37%
10/29/20	11/25/20	29,696.0	21,112.0	42.0	-	-8542.0	-28.76%
11/26/20	12/29/20	26,656.0	22,031.0	72.0	(4.0)	-4557.0	-17.10%
12/30/21	01/28/21	20,569.0	18,924.0	34.5	-	-1610.5	-7.83%
01/28/21	02/26/21	23,055.0	41,919.0	63.0	(20,156.0)	-1229.0	-5.33%
02/27/21	03/25/21	19,933.0	18,211.0	28.5	-	-1693.5	-8.50%
03/26/21	04/26/21	24,803.2	23,061.0	42.0	-	-1700.2	-6.85%
04/27/21	05/26/21	21,782.4	19,985.0	58.5	-	-1738.9	-7.98%
05/27/21	06/26/21	24,260.7	23,850.0	75.0	-	-335.7	-1.38%
06/27/21	07/26/21	23,480.0	21,612.0	49.5	-	-1818.5	-7.74%
07/27/21	08/25/21	27,510.0	25,274.0	48.0	-	-2188.0	-7.95%
TOTALS		271,029.3	258,467.0	553.5	(20,160.0)	(26,691.8)	---
AVERAGE		24,639.0	23,497.0	50.3	(1,832.7)	(2,426.5)	-9.85%
08/26/21	09/28/21	29,505.0	28,867.0	66.0	-	-572.0	-1.94%
09/29/21	10/28/21	23,503.0	23,324.0	40.5	-	-138.5	-0.59%
10/29/21	11/28/21	22,879.0	22,623.0	46.8	-	-209.2	-0.91%
11/29/21	12/27/22	20,004.0	17,975.0	30.0	-	-1999.0	-9.99%
12/28/21	01/26/22	20,131.0	18,885.0	60.3	-	-1185.7	-5.89%
01/27/22	02/28/22	20,936.0	19,859.0	67.5	-	-1009.5	-4.82%
03/01/22	03/28/22	19,510.0	17,810.0	48.0	-	-1652.0	-8.47%
03/29/22	04/27/22	25,975.0	23,512.0	157.0	-	-2306.0	-8.88%
04/28/22	05/26/22	25,606.0	23,075.0	107.3	-	-2423.7	-9.47%
05/27/22	06/23/22	28,653.0	27,654.0	47.3	-	-951.7	-3.32%
06/24/22	07/27/22	37,409.0	35,142.0	121.3	-	-2145.7	-5.74%
07/28/22	08/30/22	37,270.0	36,104.0	116.3	-	-1049.7	-2.82%
08/31/22	09/29/22	30,568.0	27,773.0	60.4	-	-2734.6	-8.95%
TOTALS		341,949.0	322,603.0	968.7	-	(18,377.3)	---
AVERAGE		26,303.8	24,815.6	74.5	-	(1,413.6)	-5.37%
09/30/22	10/27/22	28,684.0	28,240.0	85.6	-	-358.4	-1.25%
10/28/22	11/29/22	26,036.0	25,733.0	104.6	-	-198.4	-0.76%
11/30/22	12/28/22	18,558.0	19,331.0	123.7	-	896.7	4.83%
TOTALS		73,278.0	73,304.0	313.8	-	339.8	---
AVERAGE		24,426.0	24,434.7	104.6	#DIV/0!	113.3	0.46%

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

DATE	ADDRESS	PROBLEM	COST
01/02/19	IN DISTRICT	SPECIAL MAILING	\$2,370.25
02/01/19	13605 CAMBOURNE DR	EXCAVATED TO REPAIR BROKEN HYDRANT INSTALL REPAIR KIT	\$1,156.06
04/15/19	IN DISTRICT	BACKFLOW TESTING	\$1,732.50
05/17/19	IN DISTRICT	REPAIRED BROKEN LINE AT PARK ON HARRIS RIDGE	\$2,288.57
08/19/19	1513 JASMINE TEA LN	ASPHALT AFTER REPAIR.	\$1,947.21
09/05/19	IN DISTRICT	COMPLETE WORK ON FIRE HYDRANT	\$2,912.58
10/28/19	14317 1/2 SILVER LACES LANE	INSTALLED METER	\$761.56
10/3/19	13709 GREINERT DR	EXCAVATED DOWN 3' CRIMPED LINE. INSTALLED UBRANCH. FLUSHED, BACKFILL & CLEANED SITE	\$1,068.42
12/18/19	IN DISTRICT	ASSISTED CONTRACTOR W/FINDING HIGH WATER PRESSURE IN AREA.	\$971.79
TOTAL FOR 2019			\$22,132.80

02/17/20	13809 CAMBOURNE DR	REPLACED BROKEN CURB STOP. ANGLE STOP WAS LEAKING.	\$1,020.89
04/29/20	IN DISTRICT	COMPLETE WORK ON FIRE HYDRANT	\$4,220.11
05/11/20	IN DISTRICT	WORK ON WATER DISTRIBUTION. COMPLETED DIGGING AT METER BOXES	\$1,576.25
05/15/20	IN DISTRICT	REMOVE DIRT AND SURVEY METER BOXES	\$531.08
05/15/20	IN DISTRICT	WORK ON WATER AND SURVEY REMOVE DIRT FROM BOXES	\$633.08
06/17/20	1100 TUDOR HOUSE RD	EXCAVATION WORK COMPLETED.	\$2,599.36
06/10/20	1106 OLYMPIC DR	REPLACED CONCRETE AFTER TAP REPAIR.	\$1,459.93
TOTAL FOR 2020			\$12,040.70

04/16/21	IN DISTRICT	REPAIRED METER	\$640.43
04/19/21	13806 CAMBOURNE DR	LANDSCAPE AFTER WATER MAIN REPAIR.	\$861.16
04/19/21	15217 VALERIAN TEA DR	REPLACED BROKEN CURBSTOP. HOMEOWNER REPORTED LEAK.	\$1,003.79
05/05/21	1709 DARJEELING DR	HOUSELINE LEAK WORK COMPLETE.	\$829.15
06/10/21	14212 TEA ROOM CV	REPLACED BROKEN CURB STOP. CRIMPED & REPAIRED ANGLE STOP.	\$2,104.65
07/12/21	812 TWISTED FENCE DR	ASPHALT AFTER REPAIR.	\$1,375.38
08/05/21	1408 VANILLA BEAN	COMPLETE WORK ON FIRE HYDRANT. DUG DOWN EXPOSED BROKEN EXTENSION, REPLACED AND PUT NEW HYDRANT AS WELL. FINISHED WITH BACKFILL GRAVEL AND LOAM.	\$4,815.05
8/17/21	IN DISTRICT	SERVICED FIRE HYDRANTS. EXCAVATED TWO FIRE HYDRANT LOCATIONS. REPAIRED THE BARREL AND BACKFILLED.	\$2,030.04
09/30/21	IN DISTRICT	INSPECTIONS.	\$1,219.51
09/29/21	701 WATSON WAY	FOUND LEAKING BLOW OFF VALVE. CLOSED OFF VALVE TO ISOLATE LEAK. PUMPED OUT GROUND WATER AND CHIPPED AWAY CONCRETE. MADE REPAIR.	\$2,916.66
07/20/21	910 CRIEFF CROSS	DISTRICT LINES CLEARED. TELEVISED LINE AND LOCATED BREAK. CUT OUT SIDE WALK AND DUG DOWN 5FT TO EXPOSE BREAK	\$7,870.38
08/12/21	1212 OLYMPIC DR	EXCAVATED DOWN 3FT TO CLEAN OUT CAP STUCK IN STACK. USED HYDRO VAC TO GET DEBRIS OUT.	\$5,917.84
12/03/21	IN DISTRICT	ASPHALT AFTER REPAIR	\$1,091.78
12/03/21	13714 LETTI LN	CONCRETE WORK COMPLETED. EXCAVATED MATERIAL OUT TO PREP FOR CONCRETE.	\$3,295.97
12/17/21	IN DISTRICT	WATER SYSTEM WORK COMPLETED	\$719.81
12/17/21	IN DISTRICT	PURCHASED NEW F/H METER WITH BACKFLOW - INSTALLED METER	\$1,743.56
TOTAL FOR 2021			\$38,435.16

01/25/22	13722 LAMPTING DR	HOUSELINE LEAK. REPLACED THE SHUT OFF VALVE DUE TO METER CHANGE OUT. FIXED LEAK AND FLUSHED SYSTEM AND BAKFILLED HOLES.	\$555.82
01/13/22	IN DISTRICT	SUBCONTRACT WORK COMPLETED AT FACILITY. PRESSURE LOGGER INSTALLED.	\$1,367.67
01/25/22	808 TWISTED FENCE DR	USED HYDRO VAC TO FIND BLOWN OFF ANGLE STOP. CRIMPED LINE AND MADE REPAIR. BACKFILLED HOLE AND CLEANED SITE.	\$1,409.99
01/26/22	IN DISTRICT	PULLED F/H METER FOR INSPECTION AND REPAIR AT FMS	\$572.06
02/07/22	1213 STAPLE CV	EXCAVATED & REPAIRED WATER MAIN. EXCAVATED TO EXPOSE BROKEN SERVICE LINE. REPAIRED LINE AND BACKFILLED AND CLEANED SITE	\$791.26
02/28/22	IN DISTRICT	WATER SYSTEM WORK COMPLETE. CUSTOMER REPORTED HIGH PRESSURE. FOUND THAT THE PRV WAS OPEN TO SYSTEM WITHOUT SETTING PRV. ADJUSTED AND CHECKED PRESSURE.	\$513.00
03/08/22	IN DISTRICT	WATER SYSTEM WORK COMPLETE. MAINTENECE ON STANDBY FROM FREEZE.	\$711.55
04/27/22	IN DISTRICT	SUBCONTRACT WORK COMPLETED AT FACILITY. BACKFLOW PREVENTER TESTING	\$1,504.43
06/07/22	IN DISTRICT	WATER SYSTEM WORK COMPLETE. EXPOSED OLD SERVICE LINE LEAK REPAIR NEXT TO JD MARKET TO VERIFY IF NEW LEAK HAD CREATED DEPRESSION IN ROAD. GROUND WAS SATURATED 4FT BELOW SURFACE AND HOLE FILLED WITHH 2FT OF WATER ONCE EXPOSED. NO LEAK FOUND AND NO TRACE OF CHLORINE. BACKFILLED HOLE WITH GRAVEL AND FLOWFILL.	\$6,948.29

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

DATE	ADDRESS	PROBLEM	COST
06/23/22	IN DISTRICT	COMPLETE WORK ON FH. BOLTS FOUND BROKEN ON THE BOTTOM OF HYDRANT. INSTALLED A NEW TRAFFIC REPAIR KIT 14412 HARRIS RIDGE BLVD.	\$615.46
06/23/22	IN DISTRICT	MARKED DISTRICT LINE. LOCATES REQUESTED BY CONTRACTOR. TALKED AREA MAPS AND EMAILED ON 5/18. LOCATED IN FIELD ON 5/19.	\$581.21
06/23/22	IN DISTRICT	REFER TO MAINT. CHECKED PRV IF IT WAS BROKEN. SETTINGS WERE ALMOST DBL.PRESSURE BUT NORMAL. COA PRV UPSTREAM OF HARRIS RIDGE FAILED. COA CONTACTED. ISOLATED MM UNTIL REPAIRED 5/20.	\$2,280.07
06/23/22	13808 LETTI LN	HOUSELINE LEAK. SERVICE LINE WAS LEAKING UNDER CUSTOMERS DRIVEWAY. CUT OUT PATCH AREA TO EXCAVATE AND EXPOSE LINE. FOUND BLOWN OFF FITTING. TURNED WATER OFF AND MADE OUR REPAIR. BACKFILLED WITH GRAEL AND ROAD BASE AND CLEANED SITE. WILL RETURN FOR CONCRETE.	\$3,702.34
07/11/22	13921 JOHN HENRY FAULK-IRR	INSTALLED METER. PICKED UP METERSAND INSTALLED 1" METER. THE 2" POLY LINE NEEDED TO BE ADJUSTED TO BETTER LOCATION.DUE TO IT BEING TOO CLOSE TO THE 1". MOVED THE LINE AND INSTALLED 2" METER. LOCATION:JOHN HENRY FAULK DR PARK.	\$2,948.90
06/30/22	IN DISTRICT	COMPLETE WORK ON FH. HYDRANT LOOKS LIKE IT WAS HIT BY TRUCK. MISSING WILL. NEED TO DIG AND REPLACE. LOCATION: 14401 THE LAKES	\$3,346.74
06/30/22	IN DISTRICT	COMPLETE WORK ON FH.HYDRANT WAS HIT BY CAR. REPORTED BY SURVEYING COMPANY. REINSTALLED HYDRANT WITH NEW TRAFFIC REPAIR KIT.	\$731.47
06/30/22	ARJEELING DR	LANDSCAPED AFTER TAPLINE REPAIR. PREPPED FOR CONCRETE PATCH GOT RID OF SPOILS,CLEANED UP SITE WASHED DOWN CUSTOMERS DR.WAY. POURS NEW CONCRETE INTO PATCH AND FINISHED IT ONCE IT DRIED.	\$1,095.13
06/30/22	1513 DARJEELING DR	REPLACED BROKEN CURBSTOP ANGLE STOP WAS LEAKING FROM THE NUT UNDER THE CURBSTOP. DUG UP METER BOX AND CRIMPED COPPED LINE 1". REPLACED CURVSTOP AND UNCRIMPED LIN. FLUSHED LINE AND BACHFILLED.	\$505.58
06/30/22	1521 DARJEELING DR	REPLACED BROKEN DISCHARGE. ANGLE STOP WAS LEAKING FROM THE NUT UNDER CURB STOP. DUG UP METER VOX AND CRIMPE COPPE. FLULED R LINE CHANFED ANGLE STOP THEN UNCRIMPED LINE AND BACKFILLED FLUSHED LINE.	\$508.58
08/08/22	14000 The Lakes Blvd 8X2	COMPLETE WORK ON FH. TOOK HYDRANT APART, FOUND TOP BOLTS SHEARED OFF. NEED TO DIG UP AND REPLACE. MARKED LOCATION.	\$5,542.23
08/26/22	IN DISTRICT	PULLED HYDRANT METER AND DROPPED OFF TO HAVE BACKFLOW DEVICE INSTALLED	\$1,219.32
08/17/22	13800 GREINERT DR	EXCAVATED & REPAIRED SHOR1 TAP LEAK. DUG DOWN 5FT TO EXPOSE 1"CORP AND MAIN LINE. ISOLATED LEAK FROM CORP AND CUT OUT BAD POLY. USED COUPLING AND NEW POLY FOR REPAIR, FLUSHED SERVICE AND PRESSURE TESTED REPAIR. BACKFILLED WITH GRAVEL AND BASE	\$3,383.93
09/08/22	IN DISTRICT	CHECKED FOR CLOSED VALVES. ASSISTED OPERATOR IN CHECKING PRESSURES ON CLA-VALS IN VAULT. CHECKED DISTRICT PRV PRESSURE AND RESIDUALS PRESSURE WHEN F/H IS OPEN.	\$1,292.27
10/06/22	14401 HARRIS RIDGE BLVD-2	SUB-CONTRACT WORK COMPLETED. ANNUAL METER CAIBRATION.	\$1,255.00
10/05/22	IN DISTRICT	MET CONTRACTOR AT FACILITY-LOCATNG LINES.	\$2,058.35
10/26/22	IN DISTRICT	WATER SYSTEM WORK COMPLETE. OPERATTOR REPORTED 8"BACKFLOW PREVENTOR LEAKIN. FOUND THAT RELIEF VALVE HAD LEAK IN GASKET NOT ALLOWING TO SEAL. REPLACED RELIEF VALVE GASKET, TIGHTENED VALVE PACKING GLANDS.	\$1,164.47
10/31/22	IN DISTRICT	MAIN1 NEEDED FOR REPAIR. LEAK WAS CAUSED BY CONSTRUCTION COMPANY HITTING A PVC BELONGING TO THE CONDOS ON HARRIS BLVD	\$552.00
11/10/22	F/H N HARRIS RIDGE BLVD	RELOCATE HYDRANT METER	\$669.50
11/18/22	IN DISTRICT	SUB-CONTRACT WORK COMPLETED-MET AND DISCUSSED WHAT ALL NEEDED TO BE INSULATED AT FACILITIES IN NORTHTOWN. 2 BACKFLOW AND 1 ABOVE GROUND 6" RPZ @ THE PARK.	\$4,008.85
12/16/22	IN DISTRICT	HOUSELINE LEAK. CONTRACTOR HIT A IRRIGATION LINE 2" PVC. WE TRIED TO TURN OFF THE METER BUT DID REPAIR HOT WITH NEW HYMAX AND SOME NEW PIPE. 14500 HARRIS RIDGE CONDOS	\$2,552.37
12/15/22	14720 BRUNO CIRCLE	REPAIRED METER LEAK WWASHERS. NUT ON THE ANGLE STOP WAS LEAKING. WE ADJUSTED THE ANGLE STOP TO STOP LEAK.	\$705.00
12/28/22	F/H JOHN HENRY FAULK	REPAIRED METER-PULLED HYDRANT AND DROPPED METER AT FMS.	\$1,274.50
01/11/23	14401 HARRIS RIDGE BLVD-2	HOUSELINE LEAK. WATER WAS SHOOTING OUT OF A PIPE SO WE CLOSED 2 VALVES TO ISOLATE WATER.	\$614.00
01/11/23	IN DISTRICT	DUMP TRUCK WORK COMPLETED. SPOLS HAUSLED OFF FOR 2021-2022	\$3,824.57
01/04/23	13921 CONNER DOWNS DR	REPLACED BROKEN CURBSTOP-DIG UP METER BOX TO MAKE ROOM FOR REPAIR. CRIMPED THE SERVICE LINE TO MAKE REPAIR AND BACKFIL WE NEED MORE TOPSOIL.	\$1,018.26
01/24/23	13800 GREINERT DR	ASPHALT AFTER REPAIR - PATCH NEEDED T BE PREPPED. THEN POUED AND SPREAD ASPHALT BEFORE COMPACTINGWITH ROLLER. CLEANED UP SITE.	\$1,339.93
TOTAL FOR 2022			\$63,164.10

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

DATE	ADDRESS	PROBLEM	COST
04/23/18	1001 PEPPERMINT TRAIL	CONCRETE WORK COMPLETED	\$1,049.27
08/30/18	NTWN LS1 HARRIS RIDGE	SANITARY SYWSTEM WORK COMPLETE	\$969.36
10/12/18	IN DISTRICT	SANITARY SYWSTEM WORK COMPLETE	\$36,270.25
10/12/18	IN DISTRICT	FM TIE INS AT COA MH DETERIORATED. WORK COMMENCED WITH EXPOSING LINE. ONCE EXPOSED FOUND LEAK TEMPORARY MH WAS INSTALLED, TWO ADDITIONAL MHS INSTALLED.	\$78,639.26
11/30/18	13612 #A HARRIS RIDGE BLV	GRINDER PUMP PROBLEM. CONTACTED WWTS TO PUMP & CLEAN WET WELL.	\$908.60
11/16/18	NTWN LS2-TUDOR HOUSE	HAUL OFF SPOILS TO OFFICE	\$1,263.95
12/07/18	IN DISTRICT	HAULED OFF DEBRIS AFTER REPAIR	\$992.10
01/14/19	14720 LIPTON LN	BLOCKAGE IN DISTRIC LINE	\$776.13
02/14/19	13805 CEYLON TEA DR	SANITARY SYSTEM WORK COMPLETE	\$937.55
04/12/19	1213 SWEET LEAF LN	LINE CLEARING	\$1,503.30
04/10/19	IN DISTRICT	SANITARY SYSTEM WORK COMPLETE	\$1,105.00
05/06/19	IN DISTRICT	INSPECTED FOR INFLOW & INFILTRATION.	\$2,148.94
07/03/19	IN DISTRICT	RAISED MANHOLE SURVEY IN CREEK	\$3,165.91
07/30/19	IN DISTRICT	COORDINATION OF FM REPAIR AT DESSAU.	\$27,835.49
07/26/19	IN DISTRICT	TRAFFIC CONTROL FOR LANE. SHUT DOWNS NEEDED FOR WATER TRANSPORT	\$6,363.89
04/13/20	1106 OLYMPIC DRIVE	HAND MIXED 40 BAGS OF CONCRETE. PUT ORANGE FENCE AND SIGNS BACK UP. POURED CONCRETE.	\$2,231.81
04/15/20	IN DISTRICT	PERFORMED MANHOLE SURVEY	\$2,231.81
04/29/20	125 SEGOVIA WAY	BLOCKAGE IN DISTRICT LINE - FIXED.	\$2,231.81
05/27/20	14313 TEA CUP LN	EXCAVATED & REPAIRED SANITARY LINE.	\$2,231.81
06/04/20	14313 TEA CUP LN	CONCRETE WORK COMPLETED.	\$1,335.34
09/02/20	13702 CAMBOURNE DR	EXCAVATED & REPAIRED SANITARY LINE.	\$5,929.54
01/15/21	13805 CEYLON TEA CIR	EXCAVATED & REPAIRED SANITARY LINE.	\$4,606.89
01/14/21	13801 CEYLON TEA CIR	EXCAVATED & REPAIRED SANITARY LINE.	\$3,607.51
02/05/21	13805 CEYLON TEA CIR	CONCRETE WORK COMPLETED	\$2,403.78
03/22/21	125 BLUE FLAX LN	EXCAVATED & REPAIRED SANITARY LINE.	\$2,669.66
03/31/21	13611 CAMBOURNE DR	EXCAVATED & REPAIRED SANITARY LINE.	\$2,201.82
03/31/21	13611 CAMBOURNE DR	RAKED OUT DIRT AND PUT DOWN GRASS.	\$523.58
04/12/21	13806 CAMBOURNE DR	EXCAVATED & REPAIRED SANITARY LINE.	\$3,357.11
05/20/21	13927 CONNER DOWNS DR	TELEVISED SEWER LINE.	\$959.39
05/13/21	13801 GREINERT DR	SANITARY SYSTEM WORK COMPLETE.	\$527.07
09/30/21	IN DISTRICT	EXCAVATED & REPAIRED SANITARY LINE. CONTRACTOR HIT DISTRICT LINE WHEN INSTALLING NEW DISTRICT LINE. WE MADE CUSTOMER PROBLEM - DISTRICT LINES CLEAR. SEWER DISTRICT SIDE IS BACKED UP. USED JETTER TO PUSH ROOT BLOCKAGE OUT.	\$7,511.18
01/25/22	15200 LANTERN DR	TELEVISED LINE. NEW FORCE MAIN - SANITARY SYSTEM WORK COMPLETE.	\$13,943.13
01/25/22	IN DISTRICT	INSTALLED 2" WET TAP FOR CONTRACTOR. SHUT OFF LIFT STATIONS AND ASSISTED CONTRACTOR WITH 5 TIE INS AND TRAFFIC CONTROL. OPENS ALL ARV'S AND PRESSURE TESTED THE REPAIR.	\$13,238.39
01/25/22	15200 LANTERN DR	EXCAVATED AND REPAIRED SANITARY LINE. DUG DOWN AND EXPOSED BROKEN SEWER PIPE. CUT OUT BROKEN PIPE AND REPLACED WITH NEW PARTS. BACKFILLED AND CLEANED SITE.	\$2,905.66
01/25/22	13918 MERSEYSIDE DR	CUSTOMER PROBLEM - DISTRIC LINES CLEAR. NO BACK UPS ON DISTRICT SIDE. JETTED FROM 6" CLEAN OUT TO MAIN. STILL FOUND MET WITH CONTRACTOR WALKTHROUGH PERFORMED WITH PITTS AND DISTRICT ENGINEERS OF NEW UTILITIES.	\$519.16
02/28/22	IN DISTRICT		\$549.91
03/10/22	13802 CAMBOURNE DR	CUSTOMER PROBLEM - DISTRICT LINES CLEAR. FOUND BOTH SERVICES BACKED UP ON ARRIVAL. TRIED TO JET OUT BOTH LINES. THEN USED AUGER TO CUT ROOTS FOUND IN LINE.	\$951.93
03/30/22	13802 CAMBOURNE DR	EXCAVATED & REPAIRED SANITARY LINE. EXCAVATED 12 FT DEEP ON A 6 IN MAIN THAT WAS CRACKED AT THE WYE. CLEARED OUT ROOTS. BACKFILLED AND CLEANED SITE.	\$10,654.18
05/25/22	IN DISTRICT	VACTOR TRUCK WORK-COMLETE. USED VACTOR TO CLEAN LINES BETWEEN MANHOLES. 700 EAST WELLS BRANCH. NEW DISTRICT BLDG.	\$793.46

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

DATE	ADDRESS	PROBLEM	COST
05/25/22	IN DISTRICT	SANITARY SYSTEM WORK COMPLETE. SURVEYED MANHOLES; CHECKED CONDITION OF MANHOLES, CREEKS AND STORM PONDS. NO SIGNS OF I71. REPLACED MISSING BOLTS AS NEEDED.	\$2,160.93
06/23/22	IN DISTRICT	CENTRAL MAINT WORK COMPLETED. RELOCATED UNUSED FORCE MAIN. MATERIAL AT THE OFFICE WITH HEAVY MACHINE. 40FT STICKS OF 16" PIPING.	\$2,926.91
10/05/22	13805 MERSEYSIDE DR	EXCAVATED & REPAIRED SANITARY LINE. WE EXPOSED SEWER LINE 5FT DOWN. HAVING TO CUT THE SIDEWALK OUT. MADE AND MADE OUR REPAIR TO THE LINE.	\$6,209.37
10/26/22	13805 MERSEYSIDE DR	CONCRETE WORK COMPLETED. REPLACED A CONCRETE PATCH FROM A PREVIOUS SEWER DIG. 5FT X 4 FT.	\$576.61
12/16/22	15013 HYSON CROSSING	VACTOR TRUCK WORK - COMPLETE. CLEANED OUT DISTRICT LINE. LINE WAS CLEARED.	\$1,305.28
12/15/22	15013 HYSON CROSSING	SEWER COMPLETELY BACKED UP. USED VACTOR TO JET THE LINE ONCE CLEARED WE TELEVISED THE LINE TO INSPECT. LINE WAS CLEAR.	\$1,095.37
12/15/22	14120 CEYLON TEA CIR	EXCAVATED & REPAIRED SANITARY LINE. DUG DOWN 6FT TO REACH WYE WITH FULL OF ROOTS MADE ENOUGH ROOM AND CUT OUT BAD PIPE AND REPAIRED BACKFILLED WITH GRAVEL AND CLEANED SITE.	\$3,153.82
01/11/23	14120 CEYLON TEA CIR	CUSTOMER PROBLEM-DISTRICT LINES CLEAR. TELEVISED LINE AND FOUND ROOTS, MARKED LOCATIONS OF INFILTRATION, WILL RETURN.	\$585.99
TOTAL FOR 2022			\$61,570.10
TOTAL FOR 2021			\$28,367.99
TOTAL FOR 2020			\$16,192.12
TOTAL FOR 2019			\$43,836.21
TOTAL FOR 2018			\$135,182.33

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

ACCT #:	ADDRESS:	NAME:	Owner / Renter	Date Finaled	Write-Off	Deposit Applied
351592006	1501 Darjeeling Dr	Micheal Ikechi	Renter	12/13/2022	374.77	\$ 150.00
					\$374.77	

Approved by the Board of Directors at the meeting held on February 28, 2023.

_____ Date _____
 _____ Date _____
 _____ Date _____

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

	2019/20	2020/21	2021/22	2022/23
OCTOBER				
WRITE-OFF	\$ 276.53	\$ 1,681.38	\$ 1,620.83	\$ 684.38
COLLECTED	\$ -	\$ -	\$ -	\$ -
NOVEMBER				
WRITE-OFF	\$ 684.32	\$ 1,810.70	\$ 3,140.46	\$ 633.24
COLLECTED	\$ -	\$ -	\$ -	\$ -
DECEMBER				
WRITE-OFF	\$ 1,400.21	\$ 577.34	\$ 80.62	\$ 294.65
COLLECTED	\$ -	\$ -	\$ -	
JANUARY				
WRITE-OFF	\$ 165.18	\$ 1,945.60	\$ -	\$ 374.77
COLLECTED	\$ -	\$ -	\$ -	\$ -
FEBRUARY				
WRITE-OFF	\$ 79.55	\$ 898.79	\$ 597.86	
COLLECTED	\$ -	\$ -	\$ -	
MARCH				
WRITE-OFF	\$ 493.52	\$ -	\$ -	\$ -
COLLECTED	\$ -	\$ -	\$ -	\$ -
APRIL				
WRITE-OFF	\$ 347.84	\$ -	\$ 156.90	
COLLECTED	\$ -	\$ -	\$ -	
MAY				
WRITE-OFF	\$ 118.38	\$ 5,502.46	\$ 1,070.12	
COLLECTED	\$ -	\$ -		
JUNE				
WRITE-OFF	\$ -	\$ 1,130.42	\$ 732.92	
COLLECTED	\$ -	\$ -	\$ -	\$ -
JULY				
WRITE-OFF	\$ 1,534.99	\$ 5,413.65	\$ 294.08	
COLLECTED	\$ -	\$ -	\$ -	\$ -
AUGUST				
WRITE-OFF	\$ 1,534.99	\$ 2,420.24	\$ 1,739.84	
COLLECTED	\$ -	\$ -	\$ -	\$ -
SEPTEMBER				
WRITE-OFF	\$ 837.99	\$ 226.38	\$ 613.52	
COLLECTED	\$ -	\$ -	\$ -	
TOTAL COLLECTIONS:	\$ 7,473.50	\$ 21,606.96	\$ 10,047.15	\$ 1,987.04
TOTAL COLLECTED:	\$ -	\$ -	\$ -	\$ -

MONTHLY REPORT

Northtown M.U.D.

Report Period: 01/01/2023 - 01/31/2023

Parks & Entrance Grounds Maintenance

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



1/3 – 1/4	1/10 – 1/11	1/17 – 1/18	1/25 – 1/26	1/30
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Task/Observation/Area: Highlights of services performed during regular maintenance

Crews completed the standard maintenance tasks such as mowing & string-trimming of the District’s irrigated turf areas, as well as having fertilized the District’s color beds. Crews also mulched the District’s beds & tree rings as needed and began cutbacks of perennial plants throughout the District as well. Finally, crews picked up seasonal leaves dropped throughout the District’s boundaries.

Greenbelt & Drainage Maintenance Greenbelt & Drainage maintenance occurred during the week(s) of: 1/6/23

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 and greenbelts, as well as having collected/removed approximately 36-cu. ft. of trash/litter from within these same channels and greenbelts located within the District.



Trail System Maintenance 1/3 – 1/4 1/10 – 1/11 1/17 – 1/18 1/25 – 1/26 1/30

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 as a way of achieving a smoother, neater overall appearance to the District’s trails.



Irrigation System Maintenance 1/3 – 1/4 1/10 – 1/11 1/17 – 1/18 1/25 – 1/26 1/30

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 the District’s property. NOTE: The irrigation system was temporarily turned off ahead of the upcoming freeze/ice storm.



Status of Proposal Work	
Proposal # 10013 – NT MS4 #14 Gaston Sheldon Pond – Wet Pond Maintenance 2022	- Pending/In-progress

Notes / Miscellaneous

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

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

PROPOSAL FOR LANDSCAPE SERVICES

20-Feb-23

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

PROPOSAL ID: 10132
HM PHONE:
WK PHONE: 512-716-0759
FAX:

PROJECT: LANDSCAPE/IRR – DISTRICT OFFICE PLANTERS

This proposal includes the equipment, materials, labor, and supervision for the work listed below. [NOTE: Three 2 Inch Diameter Weep Holes located on the downhill side of each planter plus One 2 Inch Diameter PVC Irrigation Sleeve is required by the GC for each stone planters; and needs to be installed prior to the work listed below.] (1) Remove debris and make ready the planters. Install a layer of gravel in bottom of planter, cover with a filter fabric. (2) Fill planters with a good, composted garden soil. (3) Install irrigation per the allowance for full coverage of new plantings. Note an additional charge may be incurred if weep holes and irrigation sleeves into both planters have not been provided and if a connection to the existing controller cannot be made. (4) Install plantings and mulch per accompanying landscape concept sketch dated 1-20-23. (5) If the Board desires to have this work scheduled, please return an executed copy of this proposal to our office.

DESCRIPTION	QT Y	UM
WHIT GARDEN PRO MIX	9	YDS.
CIBOLO GRAVEL - 3/4" SIZE	3	CU. YDS.
WEED BARRIIR/FILTER FABRIC	0.5	ROLL
H.C. SHREDDED HARDWOOD MULCH	10	BAGS
IRRIGATION PARTS/SYSTEM ALLOWANCE- ONE ZONE	1	L.F.
DIETES/BUTTERFLY IRIS	3	5 GAL.
ILEX CORNUTA 'BURFORDII'/DWF. BURFORD	2	3 GAL
TULBAGHIA VIOLACEA/SOCIETY GARLIC	.5	1 GAL.
RAPHIOLEPSIS INDICA 'CLARA'/INDIAN HAWTHORN	8	3 GAL
HEMEROCALLIS YELLOW/DAYLILY	6	1 GAL.
PLUMBAGO/BLUE	3	3 GAL
PAVONIA LASIOPETALA/PAVONIA	3	1 GAL.
CONOCLINIUM/BLUE MIST FLOWER	2	1 GAL
ROSMARINUS PROSTRATUS/TRAILING ROSEMARY	4	1 GAL.

EXHIBIT E

DESCRIPTION	QT Y	UM
CAREX PERDENTATA/ WEBBERVILLE SEDGE	18	4" POTS
SALVIA GREGGII 'CORAL STAR'	3	1 GAL.
SUPERVISION & PROJECT MGT	1	LT
LABOR, LANDSCAPE CREW EQUIPPED	1	LT
	SUBTOTAL	\$10,113.62
	SALES TAX	\$0.00
	TOTAL	\$10,113.62

CONTRACT ADDENDUM

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

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

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

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

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

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

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

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

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

5. **Verification Under Chapter 2274, Texas Government Code, Relating to Contracts With Companies Boycotting Certain Energy Companies.** 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, boycott energy companies or will boycott energy companies during the term of the contract. The foregoing verification is made solely to comply with Chapter 2274. 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).

6. **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*.

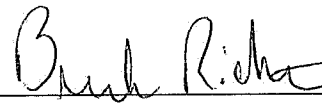
Respectfully Submitted,

District:

Northtown Municipal Utility District

Richard Fadal, President

By:

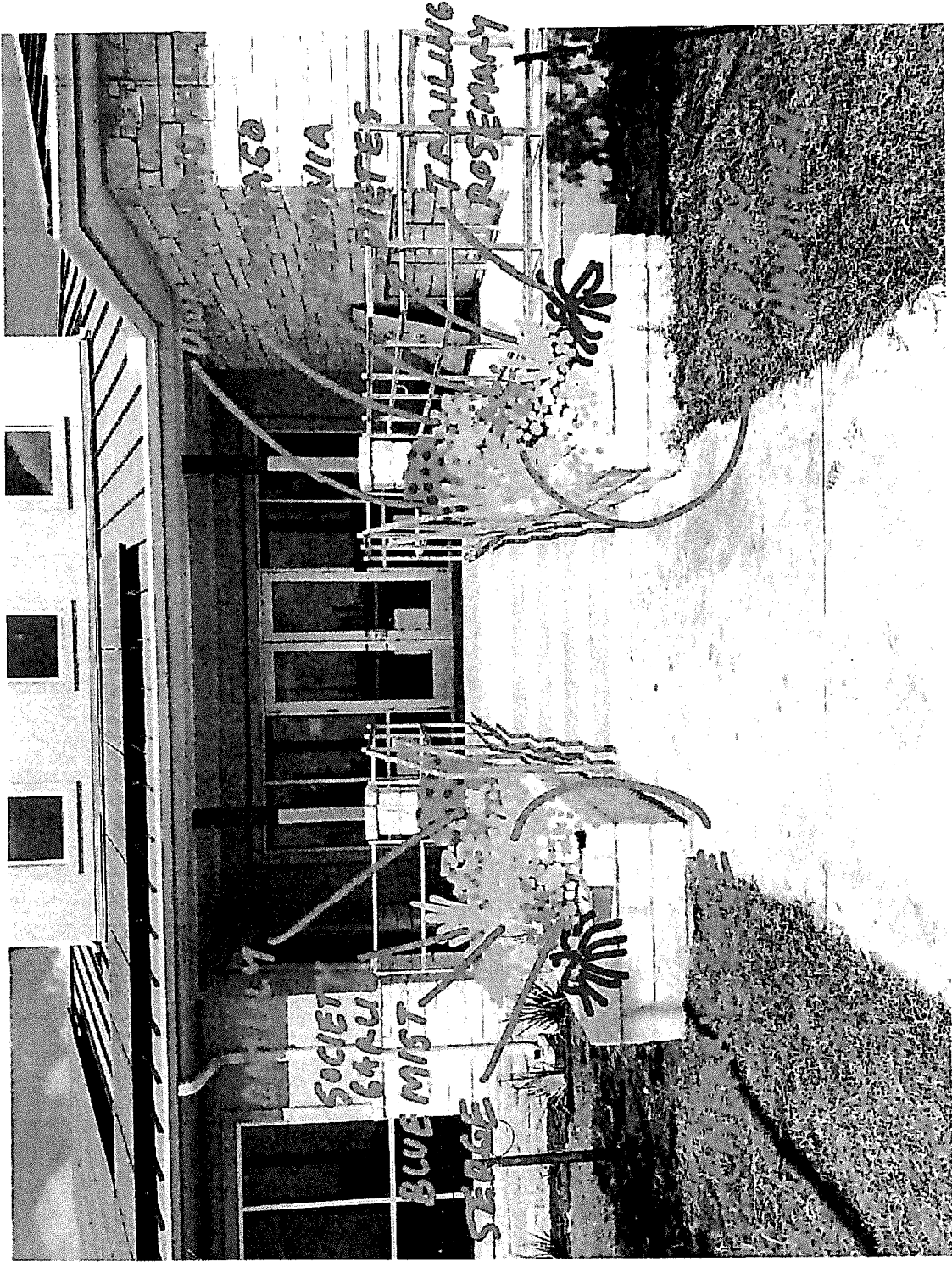


Brenda Richter, President

Date:

March 1, 2023

**NORTHTOWN MUD
#10132 OFFICE PLANTER SKETCH**



TEXASCAPES, INC

DATE- 1-20-23

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:
2023-985342

Date Filed:
02/20/2023

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.
20230301-5
Landscape/lrr. District Office Planters - Proposal 10132

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Grissom, Doug	Leander, TX United States		X
	Fadal, Jennifer	Georgetown, TX United States	X	
	Fadal, Richard	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 20th day of February, 2023.
(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:
 2023-985342

Date Filed:
 02/20/2023

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:
 02/20/2023

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.
 20230301-5
 Landscape/Irr. District Office Planters - Proposal 10132

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

NORTHTOWN MUD

MONTHLY REPORT January 14, 2023 – February 17, 2023

- Weekly general cleaning at office, pavilion, parks and ponds.
 - Removed and posted next meeting agenda.
 - Posted next monthly board meeting date on entry signs.
 - Changed out memory cards and replaced batteries as needed in game cameras.
 - Assisted with covenant inspections and general administration.
 - Flushed well valves weekly as preventative maintenance recommended by CTWM.
 - Removed 18 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 and ice storm.
 - Replaced 2 tires on ATV #2 due to wear.
 - Finished disc golf basket rehab project.
 - Replaced battery on F150 due to failure.
 - Ordered replacement parts for jump feature in the Dog park at 50 Acre Park. Eroded. *(closed item)*
 - Closed 50 Acre Park soccer fields for rehab project. *(open item)*
 - Working on cutting down dangerous trees and limbs due to ice storm. Processing and taking to roll off dumpster at the WildFlower parking lot.
-
- Ordered a 30 yd roll off dumpster for disposal of broken limbs and trees due to ice storm damage throughout the park system.
 - Reviewed TexaScapes planter bed proposal for new office.
 - Took miscellaneous scrap metal to recycle shop. Paid \$37.50. Check given to Bott & Douthitt for deposit.
 - Alterman identified additional issue with well #1. Waiting on quote. *(open item)*
 - Working with TCSO Coordinator regarding a parking concern in The Lakes due to resident complaints.
 - Attend new facility construction meetings on site every 1st & 3rd Tuesday of the month.
 - Requested the TCSO deputies hired by NT MUD keep an eye out for wheelers using the parks and trails in the evenings and weekends on 3/22/21. *(on going)*
 - Take supplies to restocking staging area in pavilion for workers, to maintain social distancing & limit exposure.
 - Working with New Facility Construction subcommittee and various consultants regarding future office, pavilions and equipment projects. *(in progress)*

Northtown MUD

NEW VIOLATIONS SENT A COURTESY CARD					
NOTES	ADDRESS	DATE NOTIFIED	PHOTO	15 DAY CHECK	VIOLATION
	14908 Antique Finish	2/16/2023	N		Trailer parked in view of street and residents
	13809 Cambourne	2/16/2023	N		Bulky; Various debris must be stored out of view
	14011 Conner Downs	2/7/2023	N		Boat parked on lawn
LP# 780 835H	1009 Coronation	2/16/2023	N		Trailer parked in view of street and residents
monitor - parks on Rosehip	1201 Coronation Way	2/7/2023	N		Semi is not permitted in district
maroon Ram truck LP#CDW 0689	1605 Darjeeling	1/25/2023	N		Derelict vehicle w/flat tires parked in view
	14513 Dreamtime	2/7/2023	N		Fence/gate is in a state of disrepair
	808 Flatters	2/7/2023	N		Bulky; Various debris must be stored out of view
red	1000 Friendship Quilt	2/16/2023	N		Trailer parked in view of street and residents
	1320 Ginger Spice	1/25/2023	N		Bulky; Various debris must be stored out of view
	14416 Harcourt House	2/7/2023	N		Bulky; Various debris must be stored out of view
	13725 Lampting	1/25/2023	N		Bulky; Various debris must be stored out of view
	14045 Maricella	1/23/2023	N		Bulky; Various debris must be stored out of view
monitor	1210 Olympic	12/5/2022	N		Trailer parked in view of street and residents
monitor	13903 Randalstone	11/22/2022	N		Camper/trailer in view of street
	15201 Rosehip	1/30/2023	N		Semi truck parked in view
	15009 Saddlegirth	2/16/2023	N		Bulky; Various debris must be stored out of view
	14213 Sumatra	2/16/2023	N		Fence/gate is in a state of disrepair
monitor	920 Smoothing Iron	1/16/2023	N		Trailer parked in view of street and residents
	908 Thayer	1/23/2023	N		Trailer parked in view of street and residents
monitor	905 Twisted Fence	12/17/2022	N		Trailer parked in view of street and residents
	15109 Valerian Tea	2/7/2023	N		Trailer parked in view of street and residents
CONTINUING VIOLATIONS SENT A LETTER					
NOTE	ADDRESS	DATE NOTIFIED	PHOTO	15 DAY CHECK	VIOLATION
white Mini Cooper temp tag	13708 Cambourne	1/16/2023	Y		Vehicle parked on the front lawn
	13800 Cambourne	1/16/2023	Y		1. Bulky debris in view
	13901 Cambourne	1/16/2023	Y		Bulky; Various debris must be stored out of view
	13820 Ceylon Tea	1/9/2023	Y		Bulky; Various debris must be stored out of view
	803 Dawlish	7/9/2021	Y		A/C unit in view from street

Northtown MUD

NOTE	ADDRESS	DATE NOTIFIED	PHOTO	15 DAY CHECK	ATTORNEY	VIOLATION
	917 Friendship Quilt	1/9/2023	Y			Bulky; Various debris must be stored out of view
	14717 Hyson Crossing	2/14/2023	Y			1. Bulky debris in view 2. Fence/gate is in disrepair
	13721 Merseyside	1/9/2023	Y			Bulky; Various debris must be stored out of view
white Ford truck no LP	909 Rocking Spur	12/30/2022	Y			Derelect vehicle on jacks parked in view
	15015 Saddlegirth	1/16/2023	Y			1. Bulky debris in view 2. Trash can in view
white Buick sedan no LP	1204 Tea Leaf	12/30/2022	Y			1. Derelect vehicle w/flatt tires 2. Debris in view 3. Trash cans in view
	1209 Tudor House	1/9/2023	Y			Trailer parked in view of street and residents
	932 Twisted Fence	1/16/2023	Y			Bulky; Various debris must be stored out of view
NOTE	ADDRESS	DATE NOTIFIED	PHOTO	15 DAY CHECK	ATTORNEY	VIOLATION
	811 Burnsall Gates	1/23/2021	Y	Same	4/20/2021	Bulky; Various debris must be stored out of view
	802 Dawlish	4/26/2022	Y	Same	6/28/2022	1. Fence/gate is in disrepair 2. Debris in view
	13716 Greinert	11/22/2022	Y	Same	1/13/2023	Bulky; Various debris must be stored out of view
	14700 Hyson Crossing	10/15/2022	Y	Same	12/8/2022	Lawn is overgrown and in need of maintenance
black Honda Accord LP# CRC 8741	13902 Lothian	11/19/2020	Y	Same	1/22/2021	1. Derelect vehicle w/flatt tires parked in view 2. Lawn overgrown 3. Debris in view
	13916 Maricella	12/13/2022	Y	Same	1/7/2023	Bulky; Various debris must be stored out of view
	13920 Maricella	12/13/2022	Y	Same	1/7/2023	Various debris must be stored out of view
	14025 Maricella	1/27/2020	Y	Repeat CV	6/12/2020	Various debris must be stored out of view
	13726 Merseyside	7/29/2021	Y	Same	11/2/2021	Various debris must be stored out of view
	13914 Merseyside	12/13/2022	Y	Same	1/7/2023	Bulky; Various debris must be stored out of view
	1324 Peppermint	11/12/2022	Y	Same	12/27/2022	1. Trailer parked in view
	15016 Saddlegirth	11/22/2022	Y	Same	1/23/2023	Bulky; Various debris must be stored out of view
	1209 Tudor House	10/8/2019	Y	Same	11/19/2019	Derelect vehicle w/ exp registration & no plates parked in view
NOTE	ADDRESS	DATE NOTIFIED	PHOTO	10 DAY CHECK	ATTORNEY	VIOLATION
				RESOLVED		
	15021 Antique Finish	12/17/2022	N			Bulky; Various debris must be stored out of view
	908 Antique Heritage	12/5/2022	N			Bulky; Various debris must be stored out of view
	1000 Antique Heritage	12/5/2022	N			Bulky; Various debris must be stored out of view
	805 Burnsall Gates	12/5/2022	Y			Bulky; Various debris must be stored out of view
	13800 Cambourne	1/16/2023	N			2. Boat parked in view of street

Northtown MUD

says done	14016 Ceylon Tea	9/5/2022	Y	Same	11/8/2022	1. Lawn overgrown 2. Bulky debris in view
monitor	1104 Coronation	9/22/2022	N			Trailer parked in view
	1605 Darjeeling	12/30/2022	N			Bulky; Various debris must be stored out of view
	14908 Earl Grey	1/9/2023	N			Bulky; Various debris must be stored out of view
	13711 Greinert	11/22/2022	Y			Bulky; Various debris must be stored out of view
	13808 Greinert	12/13/2022	N			Bulky; Various debris must be stored out of view
	1008 Grey Castle	12/17/2022	N			Various debris must be stored out of view
	14801 Hyson Crossing	12/1/2022	N			Bulky; Various debris must be stored out of view
	15317 Hyson Crossing	12/17/2022	N			Bulky; Various debris must be stored out of view
	13806 Lampting	12/13/2022	N			Bulky; Various debris must be stored out of view
white Chevy Cobalt	13913 Lampting	12/13/2022	Y			Derelict vehicle w/ wrecked & no plates parked in view
	14912 Lantern	1/11/2023	N			1. Bulky debris in view 2. Fence/gate is in disrepair
Honda LP# PNC 0887	14912 Lantern	1/16/2023	N			Derelict vehicle w/on jacks parked in view
	900 Low Brim	12/30/2022	N			Bulky; Various debris must be stored out of view
	905 Low Brim	12/17/2022	N			Fence/gate is in a state of disrepair
	13928 Maricella	12/13/2022	N			Bulky; Various debris must be stored out of view
	13932 Maricella	12/13/2022	Y			Bulky; Various debris must be stored out of view
	13911 Merseyside	11/4/2022	Y			Bulky; Various debris must be stored out of view
	13912 Merseyside	11/4/2022	Y			Bulky; Various debris must be stored out of view
	1200 Olympic	12/5/2022	N			Bulky; Various debris must be stored out of view
black Chevy sedan LP# CT8 P788	1206 Olympic	12/5/2022	N			Derelict vehicle w/flat tires parked in view
	1324 Peppermint	11/12/2022	Y			2. Fence/gate disrepair
	15012 Plowshare	12/30/2022	N			Fence/gate is in a state of disrepair
	15012 Plowshare	11/12/2022	Y			3. Bulky debris in view
	15020 Saddlegirth	10/15/2022	Y	Same	12/27/2022	1. Debris in view
monitor	15208 Rosehip	9/22/2022	Y	Repeat CV		Trailer parked in view of street
	15020 Saddlegirth	10/15/2022	Y			2. Trash can in view
says done	1408 Sleepytime	9/30/2022	Y	Same	12/1/2022	Bulky; Various debris must be stored out of view
	14405 Spearmint Tea	12/30/2022	N			Bulky; Various debris must be stored out of view

WildFlower

VIOLATIONS SENT A COURTESY REMINDER						
NOTES	ADDRESS	DATE NOTIFIED	PHOTO	15 DAY CHECK	ATTORNEY	VIOLATION
	114 Blue Flax	2/11/2023	N			Rear fence/gate is in a state of disrepair
	122 Blue Flax	2/11/2023	N			Rear various debris in view
gray GMC Yukon LP#PGF3115	129 Blue Flax	1/30/2023	N			Front; derelict vehicle w/on jacks parked in view
	125 Segovia	2/17/2023	N			1. Rear fence/gate is in disrepair 2. Rear debris in view
	129 Segovia	1/30/2023	N			Rear fence/gate is in a state of disrepair
	13714 Spring Heath	2/11/2023	N			Rear various debris in view
	13718 Spring Heath	1/30/2023	N			Rear trailer parked in view
	13730 Spring Heath	2/17/2023	N			Front various debris in view
	13800 Spring Heath	2/11/2023	N			Rear various debris in view
maroon Dodge Durango no LP	13806 Spring Heath	2/11/2023	N			Front; derelict vehicle w/flat tire parked in view
	107 Star Flower	2/17/2023	N			Rear fence/gate is in a state of disrepair
	212 Wild Senna	1/30/2023	N			Rear various debris in view
black GMC Envoy LP# BSK 0302	228 Wild Senna	2/17/2023	N			Rear; Derelict vehicle w/ on jacks parked in view
	308 Wild Senna	1/30/2023	N			Rear bulky debris in view
	110 Wild Senna West	2/17/2023	N			Front fence/gate is in a state of disrepair
VIOLATIONS SENT A LETTER						
NOTE	ADDRESS	DATE NOTIFIED	PHOTO	15 DAY CHECK	ATTORNEY	VIOLATION
monitor - black BMW LP# SBD 8800	101 Segovia	1/5/2023	Y			1. Rear bulky debris in view 2. Trash in view
	13816 Spring Heath	7/24/2022	Y			Vehicle parked on the front lawn
CONTINUING VIOLATIONS NOT RESOLVED - SENT TO ATTORNEY						
NOTE	ADDRESS	DATE NOTIFIED	PHOTO	15 DAY CHECK	ATTORNEY	VIOLATION
black Honda LP# RHS 5807	13901 Golden Flax	11/14/2022	Y	Same	1/13/2023	Derelict vehicle w/flat tire & on jacks parked in view
	105 Segovia	6/8/2020	Y	Same	8/7/2020	1. Lawn overgrown 2. Mow back area by parking pad 3. Rear fence disrepair
	113 Segovia	10/29/2021	Y	Same	12/27/2021	1. Lawn overgrown 2. Fence/gate disrepair 3. Debris in view 4. Trash cans in view

WildFlower

	13810 Spring Heath	10/6/2022	Y	Same	12/2/2022	Front & rear bulky debris in view
monitor LP# 436 343J	13812 Spring Heath	11/14/2022	Y			2. Bulky debris in view
	13816 Spring Heath	12/9/2022	Y			Rear bulky debris in view
	104 Wild Senna	10/22/2022	Y	Same	12/2/2022	Rear derelict vehicle w/no registration parked in view
	120 Wild Senna	12/15/2022	Y			Rear bulky debris in view
	129 Wild Senna	12/15/2022	N			Rear bulky debris in view
	216 Wild Senna	12/20/2022	N			Front bulky debris in view
	220 Wild Senna	12/2/2022	N			Mow back area by parking pad
	231 Wild Senna	12/20/2022	Y			1. Rear bulky debris in view 2. Trash in view
	312 Wild Senna	1/13/2023	N			Rear bulky debris in view
	315 Wild Senna	12/9/2022	N			Front bulky debris in view
	316 Wild Senna	1/13/2023	N			Rear bulky debris in view
	317 Wild Senna	12/9/2022	N			Lawn overgrow and in need of maintenance
new owner called	320 Wild Senna	8/15/2022	Y	Ext 12/15/22		3. Fence/gate disrepair
	324 Wild Senna	1/13/2023	N			Rear bulky debris in view
	118 Wild Senna West	12/9/2022	N			Rear bulky debris in view

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

Address	Violation	NT First Notice Letter	A & B Final Notice	Notice of Impending Litigation	Repeat Violation Letter	Suit Filed	Status
1209 Tudor House	Derelict vehicle – unregistered	10/28/2019	11/22/2019	2/3/2020			Deadline for NOIL compliance is as of 02/18/2020
14025 Maricella Lane	Debris in view	3/6/2020	6/23/2020	1/20/2021			Deadline for NOIL compliance is as of 02/04/2021
13902 Lothian Drive	Derelict vehicle, lawn in need of maintenance	12/14/2020	2/25/2021	3/23/2021	5/20/2021		Deadline for compliance of Special Final Notice is 06/04/2021
811 Burnsall Gates Drive	Debris in view	3/24/2021	5/18/2021	6/22/2021	7/13/2021		Deadline for compliance of Special Notice is 07/28/2021

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

Address	Violation	NT First Notice Letter	A & B Final Notice	Notice of Impending Litigation	Repeat Violation Letter	Suit Filed	Contempt Letter	Status
214 Wild Senna	Derelict vehicle – unregistered, flat tire	12/11/2019	1/3/2020	2/5/2020	3/18/2020			Deadline for Special Final Notice is as of 04/02/2020
214 Wild Senna Drive West	Fence in disrepair, lawn in need of maintenance	9/15/2020	10/26/2020					Deadline for compliance is as of 11/10/2020
13726 Merseyside Drive	Debris in view	9/28/2021	11/3/2021	12/1/2021	1/7/2022			Deadline for compliance for Special Final Notice is as of 01/21/2011
113 Segovia Way	Fence in disrepair, lawn in need of maintenance, debris in view	11/17/2021	12/28/2021	1/31/2022	2/23/2022			Deadline for compliance for Special Final Notice is as of 03/09/2022
802 Dawlish Drive	Debris in view; fence/ gate in disrepair	5/26/2022	6/28/2022	7/28/2022 8/30/2022				Deadline for compliance for Special Final Notice is as of 10/11/2022
317 Wild Senna Drive	Debris in view, garbage cans in view	11/9/202	12/7/2022	1/23/2023				Deadline for compliance is as of 2/7/2023

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

Address	Violation	NT First Notice Letter	A & B Final Notice	Notice of Impending Litigation	Repeat Violation Letter	Suit Filed	Contempt Letter	Status
1324 Peppermint Trail	Trailer in view	4/7/2021	5/24/2021	8/20/2021 1/24/2023	12/28/2022			Deadline for compliance for 2 nd NOIL is as of 2/8/2023
13901 Golden Flax Trail	Derelect vehicle	12/16/2022	1/17/2023					Deadline for compliance is as of 2/1/2023
13916 Maricella Lane	Debris in view	1/6/2023	2/8/2023					Deadline for compliance is as of 2/23/2023
13920 Maricella Lane	Debris in view	1/6/2023	2/8/2023					Deadline for compliance is as of 2/23/2023
13914 Merseyside Drive	Debris in view	1/6/2023	2/8/2023					Deadline for compliance is as of 2/23/2023

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

Address	Violation	NT First Notice Letter	A & B Final Notice	Notice of Impending Litigation	Repeat Violation Letter	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	Law Suit approved by subcommittee on 01/18/2022. Suit filed on 01/20/2022.
105 Segovia Way	Lawn in need of maintenance, fence in disrepair	7/16/2020	8/26/2020	10/28/2020	12/10/2020	1/20/2022	Law Suit approved by subcommittee on 01/18/2022. Suit filed on 01/20/2022.

District Manager

Monthly Expense Approvals

\$2000.00 per month - Approval by BOD 2-23-16

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

OFFICE PURCHASES		PURPOSE	AMOUNT
DATE	ITEM		
1/9/2023	Stamps	Mail	\$120.00
	Subtotal		\$120.00
PARKS & MAINTENANCE PURCHASES		PURPOSE	AMOUNT
DATE	ITEM		
1/2/2023	Diesel fuel	ATV's	\$100.00
1/11/2023	Hex nut, bolt, washer (2), Trash bags (3 bxs), metal can liner (3), chain saw oil, chainsaw chains (2), spray paint (8)	Make repairs and restock	\$302.23
1/23/2023	Battery	Replace in F150	\$186.48
1/23/2023	F150 car wash inside and out	Clean	\$12.00
	Subtotal		\$402.23
	Grand Total for the Month		\$522.23

District Manager

Monthly Expense Approvals

\$2000.00 per month - Approval by BOD 2-23-16

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

OFFICE PURCHASES		PURPOSE	AMOUNT
DATE	ITEM		
2/10/2023	HP Ink (3)	Restock	\$114.85
	Subtotal		\$114.85
PARKS & MAINTENANCE PURCHASES		PURPOSE	AMOUNT
DATE	ITEM		
2/3/2023	Diesel fuel	ATV's	\$100.00
2/4/2023	HEB Gift card	Fuel	\$50.00
2/9/2023	Trash receptacle, loppers (2), bar chain oil, pruner, chainsaw chains (4), pole saw chain, gloves, (3), trash bags (3 bxs)	Restock	\$332.99
2/10/2023	All terrain ATV tire (2)		\$269.94
2/10/2023	Mutt mitts (9600)		\$299.97
	Subtotal		\$1,052.90
Grand Total for the Month			\$1,167.75



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

texasdisposal.com

**Northtown MUD
 2023 - Quarterly Operations Reports**

First Quarter 2023						
Month	Bulky Pick Ups	Misses	Courtesy Clean Ups	Cart DEL	Cart Swaps	Cart TERMS
January	61	10	42	10	37	8
February						
March						
Totals	61	10	42	10	37	8

Second Quarter 2023						
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 2023						
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 2023						
Month	Bulky Pick Ups	Misses	Courtesy Clean Ups	Cart DEL	Cart Swaps	Cart TERMS
October						
November						
December						
Totals	0	0	0	0	0	0

2023 TOTALS	61	10	42	10	37	8
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Northtown- 2023 Operations Report January

Courtesy Pick-ups

CUST #	CUSTOMER NAME	ADDRESS	DATE	ACTION	W/O#
61804	ORNELAS	13700 CAMBOURNE	1/6/2023	96G TRASH CL	7025483
61806	KELLEY	13702 CAMBOURNE	1/13/2023	96G TRASH CL	7034968
61806	KELLEY	13702 CAMBOURNE	1/20/2023	96G RECY CLE	7034971
61840	MARTINEZ	13717 CAMBOURNE	1/20/2023	96G RECY CLE	7040446
61887	NOVOA	901 CASTLETON	1/13/2023	96G TRASH CL	7033771
61887	NOVOA	901 CASTLETON	1/20/2023	96G RECY CLE	7033775
61992	ELISEEV	14912 LANTERN	1/20/2023	96G TRASH CL	7042966
69226	ALEMAN	1016 TEAPOT	1/13/2023	96G TRASH CL	7034546
70790	TOLEDO	14032 LAMPTING	1/13/2023	96G TRASH CL	7034577
70829	GERSCH	144 SEGOVIA	1/13/2023	96G TRASH CL	7033041
71093	RALSTON	13705 LOTHIAN	1/20/2023	96G TRASH CL	7044001
71331	CRUZ	110 MIST FLOWER	1/13/2023	96G TRASH CL	7033298
71331	CRUZ	110 MIST FLOWER	1/20/2023	96G RECY CLE	7033301
71376	FLORES	15004 PLOWSHARE	1/13/2023	96G TRASH CL	7035007
71376	FLORES	15004 PLOWSHARE	1/13/2023	96G RECY CLE	7035009
71420	RAMOS	13813 RANDALSTONE	1/13/2023	96G TRASH CL	7033733
71483	WRIGHT	129 SEGOVIA	1/13/2023	96G TRASH CL	7040041
71544	SIMMONS	1312 SLEEPYTIME	1/13/2023	96G TRASH CL	7033068
71649	BARNES	1001 TAYSIDE	1/13/2023	96G TRASH CL	7034034
72071	SALAS	807 CRIEFF CROSS	1/20/2023	96G RECY CLE	7034817
72926	ALANIS ARCIVA	902 CRIEFF CROSS	1/13/2023	96G TRASH CL	7033482
76032	RHEN	14708 HYSON	1/13/2023	96G TRASH CL	7034366
80150	DADE	15017 MANDARIN	1/13/2023	96G TRASH CL	7037379
80150	DADE	15017 MANDARIN	1/13/2023	96G RECY CLE	7037384
80342	ROBINSON	15008 MANDARIN	1/27/2023	96G RECY CLE	7051706
80598	HUGHES	15220 HYSON	1/13/2023	96G TRASH CL	7033742
81680	BLANE	15221 HYSON	1/6/2023	96G TRASH CL	7019895
85282	BELTRAN	1605 DARJEELING	1/20/2023	96G TRASH CL	7044700
88643	OTALORA	1420 ORANGE SPICE	1/20/2023	96G TRASH CL	7047965
88643	OTALORA	1420 ORANGE SPICE	1/27/2023	96G RECY CLE	7047971
93355	ALCALA	14704 BRUNO	1/13/2023	96G TRASH CL	7033724
93879	THOMAS	1209 CORONATION	1/13/2023	96G TRASH CL	7032029
95736	REYNOLDS	13812 HARRIS RIDGE	1/20/2023	96G RECY CLE	7035109
97239	SMITH	13908 HARRIS RIDGE	1/13/2023	96G TRASH CL	7035053
97239	SMITH	13908 HARRIS RIDGE	1/20/2023	96G RECY CLE	7043012
98299	WILLIAMS	817 FLATTERS	1/13/2023	96G TRASH CL	7033780
100142	CHAVIRA	13608 HARRIS RIDGE	1/13/2023	96G TRASH CL	7033578
100142	CHAVIRA	13608 HARRIS RIDGE	1/20/2023	96G RECY CLE	7033760
105572	RITCHEY	14929 LIPTON	1/6/2023	96G TRASH CL	7020757
111542	LOPEZ	14805 FALLING STONE	1/27/2023	96G RECY CLE	7053042
155123	SOLE	1101 STRICKLING	1/20/2023	96G TRASH CL	7044101

244659	ZHU	325	PARROT TULIP	1/13/2023	96G RECY CLE	7033952

Bulky Waste

CUST #	CUSTOMER NAME	ADDRESS	DATE	ACTION	W/O#	
61759	HILLER	902	ANTIQUER HERITAGE	1/20/2023	BULKY WASTE	7034280
61768	MATTHIAS	918	ANTIQUER HERITAGE	1/27/2023	BULKY WASTE	7055295
61886	CLARK	902	CASTLETON	1/20/2023	BULKY WASTE	7044170
68661	KAMESCH	900	BATTENBURG	1/20/2023	BULKY WASTE	7043458
69986	HINTZ	913	GREY CASTLE	1/7/2023	BULKY WASTE	6994418
70191	RAMIREZ	14025	GOLDEN FLAX	1/27/2023	BULKY WASTE	7044595
70628	CAO	805	FRIENDSHIP QUILT	1/7/2023	BULKY WASTE	6998873
70692	LE	13916	GREINERT	1/7/2023	BULKY WASTE	7033311
70716	ALQAYSI	14416	HARCOURT HOUSE	1/27/2023	BULKY WASTE	7055738
71249	AGUILAR	14045	MARICELLA	1/20/2023	BULKY WASTE	7047746
71249	AGUILAR	14045	MARICELLA	1/27/2023	BULKY WASTE	7051762
71331	CRUZ	110	MIST FLOWER	1/27/2023	BULKY WASTE	7047395
71442	DAHAN	13920	RANDALSTONE	1/20/2023	BULKY WASTE	7043601
71444	CORBETT	13922	RANDALSTONE	1/20/2023	BULKY WASTE	7045493
71464	LOMUDE	15015	SADDLEGIRTH	1/13/2023	BULKY WASTE	7036070
71479	CANTU	120	SEGOVIA	1/20/2023	BULKY WASTE	7044153
71544	SIMMONS	1312	SLEEPYTIME	1/13/2023	BULKY WASTE	7033075
71603	JAIMES	13800	SPRING HEATH	1/7/2023	BULKY WASTE	7001866
71611	WILFORD	13812	SPRING HEATH	1/20/2023	BULKY WASTE	7044699
71674	POSIVAL	14333	TEACUP	1/13/2023	BULKY WASTE	7030060
71784	VARO	118	WILD SENNA	1/7/2023	BULKY WASTE	6996593
72070	THORNTON	806	CRIEFF CROSS	1/13/2023	BULKY WASTE	7034769
72070	THORNTON	806	CRIEFF CROSS	1/27/2023	BULKY WASTE	7051422
72082	MACKAY	1201	DARJEELING	1/20/2023	BULKY WASTE	7024303
72203	FLORES	14908	EARL GREY	1/13/2023	BULKY WASTE	7036612
72203	FLORES	14908	EARL GREY	1/20/2023	BULKY WASTE	7042397
72787	HENDRICKSON	1013	GREY CASTLE	1/27/2023	BULKY WASTE	7052702
73647	SUNDOWN LEE	408	TUDOR HOUSE	1/27/2023	BULKY WASTE	7053853
74238	SHEPHARD	401	TUDOR HOUSE	1/20/2023	BULKY WASTE	7047454
74498	HILL	802	DAWLISH	1/13/2023	BULKY WASTE	7038452
75282	HEARD	1016	GREY CASTLE	1/20/2023	BULKY WASTE	7040080
75903	NYLIN	14700	HARCOURT HOUSE	1/7/2023	BULKY WASTE	6996235
80481	ELLIS	905	CORONATION	1/20/2023	BULKY WASTE	7045596
80967	ROSS	14717	ENGLISH ROSE	1/13/2023	BULKY WASTE	7032024
84988	HERNANDEZ	929	CORONATION	1/20/2023	BULKY WASTE	7034323
86108	CLARK	15024	VALERIAN TEA	1/7/2023	BULKY WASTE	7004253
92352	RAINES	1312	GINGER SPICE	1/20/2023	BULKY WASTE	7021964
93336	HALLAK	1013	CORONATION	1/13/2023	BULKY WASTE	7036312
94432	GAMMAGE	15308	LADY ELIZABETH	1/7/2023	BULKY WASTE	6997782
94882	TOMLINSON	15220	ROSEHIP	1/20/2023	BULKY WASTE	7041786
95742	GENTRY	13800	HARRIS RIDGE	1/7/2023	BULKY WASTE	6994390

97581	GOMEZ	14405	SPEARMINT TEA	1/7/2023	BULKY WASTE	7002487
100390	MCCOY	13716	HARRIS RIDGE	1/20/2023	BULKY WASTE	7033689
100483	NGUYEN	14813	LIPTON	1/20/2023	BULKY WASTE	7033395
105671	REINHARDT	429	SWEET LEAF	1/20/2023	BULKY WASTE	7043144
105671	REINHARDT	429	SWEET LEAF	1/20/2023	BULKY WASTE	7050529
105671	REINHARDT	429	SWEET LEAF	1/24/2023	BULKY WASTE	7050841
114742	MCRAE	14828	FALLING STONE	1/7/2023	BULKY WASTE	7002952
115837	NUNEZ	924	SWEET LEAF	1/20/2023	BULKY WASTE	7030920
117245	PICKENS	824	MAHOMET	1/13/2023	BULKY WASTE	7035281
117245	PICKENS	824	MAHOMET	1/18/2023	BULKY WASTE	7042423
117245	PICKENS	824	MAHOMET	1/18/2023	BULKY WASTE	7044364
123841	HUGHES	14524	CHARLES DICKENS	1/13/2023	BULKY WASTE	7030957
127339	EICHMILLER	909	WATSON	1/20/2023	BULKY WASTE	7034842
127339	EICHMILLER	909	WATSON	1/24/2023	BULKY WASTE	7050758
128912	FOSTER	14701	HYSON	1/7/2023	BULKY WASTE	7002503
129545	PHAM	1501	TUDOR HOUSE	1/20/2023	BULKY WASTE	7001348
147587	MICHELLE	932	OATMEAL	1/13/2023	BULKY WASTE	7020087
157364	MCGIBNEY	14724	LAKE VICTOR	1/27/2023	BULKY WASTE	7046417
259376	BUTTERFIELD	14205	SILVER LACE	1/27/2023	BULKY WASTE	7050602
14470	NORTHTOWN		VARIOUS LOCATIONS	1/27/2023	BULKY WASTE	7055750

Missed Pick-ups

CUST #	CUSTOMER NA	ADDRESS		DATE	ACTION	W/O#
61887	NOVOA	901	CASTLETON	1/24/2023	96G RECY MIS	7050851
71133	JENKINS	904	LOW BRIM	1/7/2023	96G TRASH M	7033813
72082	MACKEY	1201	DARJEELING	1/24/2023	96G TRASH M	7050870
72083	SMIRNIS	1217	DARJEELING	1/24/2023	96G TRASH M	7050875
95480	BALME	1004	PEPPERMINT	1/14/2023	96G TRASH M	7041980
95480	BALME	1004	PEPPERMINT	1/24/2023	96G TRASH M	7051043
100384	GARCIA	15116	VALERIAN TEA	1/13/2023	96G TRASH M	7036856
111542	LOPEZ	14805	FALLING STONE	1/20/2023	96G RECY MIS	7042439
155123	SOLE	1101	STRICKLING	1/20/2023	96G TRASH M	7042451
243493	MEREDITH	317	PARROT TULIP	1/20/2023	96G TRASH M	7042471

Cart Deliveries

CUST #	CUSTOMER NA	ADDRESS		DATE	ACTION	W/O#
295265	SAFAVI	14301	SILVER LACE LN	1/5/2023	96G RES TRAS	7024068
295265	SAFAVI	14301	SILVER LACE LN	1/6/2023	96G RES TRAS	7031245
70585	RUSSELL	14904	SASSAFRAS	1/10/2023	96G RES TRAS	7033652
70889	TANNER	15035	LANTERN	1/23/2023	96G RES RECY	7048976
71090	PEREZ	14816	SASSAFRAS	1/11/2023	96G RES TRAS	7036589
71491	MAYO	149	SEGOVIA	1/9/2023	96G RES TRAS	7033422
71497	GARCIA	173	SEGOVIA	1/2/2023	96G RES TRAS	7018496

71651	IZAGUIRRE	900	TAYSIDE	1/12/2023	96G RES RECY	7037690
73218	CORTEZ	612	TUDOR HOUSE	1/20/2023	96G RES TRAS	7042795
75451	QUINTANILLA	1412	VANILLA BEAN	1/17/2023	96G RES TRAS	7043378

Cart Swaps

CUST #	CUSTOMER NAME	ADDRESS	DATE	ACTION	W/O#	
61768	MATTHIAS	918	ANTIQUER HERITAGE	1/6/2023	SWAP 9T CAR	7023904
69227	PEREZ JR	1112	DARJEELING	1/6/2023	SWAP 9T CAR	7023936
70191	RAMIREZ	14025	GOLDEN FLAX	1/20/2023	SWAP 9T CAR	7044575
70678	TEMPLIN	13902	GREINERT	1/13/2023	SWAP 9T CAR	7035178
70700	SIMON	14700	LANTERN	1/27/2023	SWAP 9T CAR	7051318
70718	WILLIAMS	1101	GREY CASTLE	1/6/2023	SWAP 9T CAR	7021499
70718	WILLIAMS	1101	GREY CASTLE	1/13/2023	SWAP 9Y CAR	7029866
70861	LE	14725	LANTERN	1/6/2023	SWAP 9T CAR	7031153
70861	LE	14725	LANTERN	1/13/2023	SWAP 9T CAR	7033377
71259	PORTER	917	MELTED CANDLE	1/4/2023	SWAP 9Y CAR	7021528
71540	JACKSON	1304	SLEEPYTIME	1/6/2023	SWAP 9T CAR	7031257
71540	JACKSON	1304	SLEEPYTIME	1/13/2023	SWAP 9T CAR	7034304
73218	CORTEZ	612	TUDOR HOUSE	1/13/2023	SWAP 9T CAR	7033648
73780	MATA	13723	MERSEYSIDE	1/27/2023	SWAP 9T CAR	7055378
81346	BAILEY	14901	CHAMOMILE	1/13/2023	SWAP 9T CAR	7035069
85773	BRAZIL	1308	SWEET LEAF	1/6/2023	SWAP 9T CAR	7030129
87094	LEMON, ALFRE	1500	VANILLA BEAN	1/27/2023	SWAP 9T CAR	7047029
87094	LEMON, ALFRE	1500	VANILLA BEAN	1/27/2023	SWAP 9Y CAR	7047029
87985	CLARK	1325	HONEY BLOSSOM	1/13/2023	SWAP 9T CAR	7033330
88056	A4IO LLC	1712	LADY GREY	1/20/2023	SWAP 9T CAR	7043985
91483	KASSEM	14616	LIPTON	1/13/2023	SWAP 9T CAR	7033963
91483	KASSEM	14616	LIPTON	1/20/2023	SWAP 9T CAR	7042658
96192	DESANTIAGO	1013	PEPPERMINT	1/27/2023	SWAP 9Y CAR	7042009
97233	SHANNON	15108	VALERIAN TEA	1/13/2023	SWAP 9T CAR	7033656
97233	SHANNON	15108	VALERIAN TEA	1/20/2023	SWAP 9T CAR	7042783
100965	DIEN	208	SWEET LEAF	1/6/2023	SWAP 9T CAR	7025490
100965	DIEN	208	SWEET LEAF	1/27/2023	SWAP 9T CAR	7050683
101756	FERNANDEZ	1721	GOLDEN SUNRISE	1/27/2023	SWAP 9T CAR	7050536
110267	ELHAMI	14816	EVENING MIST	1/6/2023	SWAP 9T CAR	7030968
110267	ELHAMI	14816	EVENING MIST	1/20/2023	SWAP 9T CAR	7047786
114286	LEOPOLDO	813	SWEET LEAF	1/20/2023	SWAP 9T CAR	7045284
114286	LEOPOLDO	813	SWEET LEAF	1/27/2023	SWAP 9T CAR	7050145
117050	LEYUA	804	SWEET LEAF	1/6/2023	SWAP 9T CAR	7020277
128545	HEARNE	1012	CORONATION	1/20/2023	SWAP 9T CAR	7040438
128545	HEARNE	1012	CORONATION	1/20/2023	SWAP 9Y CAR	7040438
144666	ZHANG	1013	OATMEAL	1/13/2023	SWAP 9T CAR	7034823
154205	MANOUKIAN	1104	STRICKLING	1/27/2023	SWAP 9T CAR	7053254

Cart Terms

CUST #	CUSTOMER NAME	ADDRESS	DATE	ACTION	W/O#
274575	CABANIUC	905 THAYER	1/13/2023	CART 9Y TERM	7020867
70629	MORENO	809 FRIENDSHIP QUILT	1/6/2023	CART 9T TERM	7019675
70629	MORENO	809 FRIENDSHIP QUILT	1/6/2023	CART 9Y TERM	7019675
70629	MORENO	809 FRIENDSHIP QUILT	1/13/2023	CART 9T TERM	7036210
70629	MORENO	809 FRIENDSHIP QUILT	1/13/2023	CART 9Y TERM	7036210
70629	MORENO	809 FRIENDSHIP QUILT	1/20/2023	CART 9T TERM	7043527
70641	HARRELL	932 FRIENDSHIP QUILT	1/6/2023	CART 9T TERM	7019380
70641	HARRELL	932 FRIENDSHIP QUILT	1/13/2023	CART 9T TERM	7035005



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

texasdisposal.com

Northtown MUD Trash and Recycle Weight Report 2023

1st Quarter 2023

Month	Estimated Trash Tonnage	Estimated Recycle Tonnage
January	217.00	35.17
February		
March		

Total Tonnage for 1st Qtr 217.00 35.17

2nd Quarter 2023

Month	Estimated Trash Tonnage	Estimated Recycle Tonnage
April		
May		
June		

Total Tonnage for 2nd Qtr 0.00 0.00

3rd Quarter 2023

Month	Estimated Trash Tonnage	Estimated Recycle Tonnage
July		
August		
September		

Total Tonnage for 3rd Qtr 0.00 0.00

4th Quarter 2023

Month	Estimated Trash Tonnage	Estimated Recycle Tonnage
October		
November		
December		

Total Tonnage for 4th Qtr 0.00 0.00

Total Yearly Tonnage 2023	217.00	35.17
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Northtown MUD - January 2023

Estimated Trash Weights

Date	Truck #	Route	Ticket #	Tonnage on Route
1/6/2023	41138	A431	3019573	10.29
1/6/2023	41128	A428	3019607	13.08
1/6/2023	41081	A429	3019649	12.73
1/6/2023	41085	A430	3019696	11.47
1/6/2023	41128	A428	3019855	4.11
1/6/2023	41138	A431	3019943	8.88
1/6/2023	41081	A429	3019979	7.55
1/6/2023	41085	A430	3019996	6.72
1/13/2023	41141	A430	3024191	8.48
1/13/2023	41141	A430	3024208	8.48
1/13/2023	41128	A428	3024256	13.12
1/13/2023	41132	A429	3024295	13.29
1/13/2023	41141	A430	3024581	13.07
1/13/2023	41128	A428	3024603	8.21
1/13/2023	41143	A431	3024636	11.16
1/20/2023	41116	A429	3028626	14.96
1/20/2023	41128	A428	3028773	12.55
1/20/2023	41142	A430	3028974	9.93
1/20/2023	41138	A430	3028978	10.86
1/20/2023	41116	A429	3028986	10.25
1/20/2023	41128	A428	3028987	6.05
1/20/2023	41143	A431	3028995	8.48
1/27/2023	41125	A429	3032665	11.72
1/27/2023	41128	A430	3032751	10.68
1/27/2023	44081	A428	3032773	12.06
1/27/2023	44088	A431	3032957	12.86
1/27/2023	44081	A428	3032965	4.41
1/27/2023	41125	A429	3032988	8.12
1/27/2023	44079	A430	3032990	0.28
1/27/2023	41128	A430	3032991	5.59

Total Trash Tonnage 289.44

Total Northtown Containers	3274
/Total containers on all routes	<u>4367</u>
% of Northtown containers in routes	74.97%
 Total Tonnage	 289.44
X % of Northtown containers in routes	<u>74.97%</u>
Estimated trash tonnage	217.00

Estimated Recycle Weights

Date	Truck #	Route	Ticket #	Tonnage on Route
------	---------	-------	----------	------------------

Total Northtown Containers 3262

1/6/2023	41126	A515	272708	5.81
1/6/2023	41157	A514	272765	6.61
1/6/2023	41157	A514	272823	5.85
1/13/2023	41129	A514	273812	7.23
1/13/2023	44081	A515	273872	6.74
1/20/2023	41131	A514	274857	6.25
1/20/2023	41131	A514	274905	6.7
1/27/2023	41138	A515	275843	4.55
1/27/2023	41157	A514	275853	6.93
1/27/2023	41138	A515	275880	1.97

Total Recycle Tonnage 40.37

/Total containers on all routes	3744
% of Northtown containers in routes	87.13%
Total Tonnage	40.37
X % of Northtown containers in routes	87.13%
Estimated recycle tonnage	35.17

DATE: February 20, 2023

TO: Northtown Municipal Utility District
Board of Directors

FROM: Scott J. Foster, P.E.

RE: Northtown MUD – Engineer’s Report for the February 2023 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. The plans are technically approved and pending the receipt of recorded easements. The project will require an easement to be vacated and replaced. Due to the reduction in density, a portion of the previously paid parkland fees will need to be refunded. The developer anticipates bidding the project in April 2023 and starting construction by mid-2023.

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

Construction started on the project in March 2021 and is anticipated to be completed in Summer 2023.

The developer has submitted the Phase 2 plans for review by the District and 360 PSI completed its initial review. Based upon the review, the proposed development may cause issues with future District master plans. These issues were discussed in more detail at the October Board meeting and ongoing coordination with the developer is occurring. Based upon a review of the updated plans, the project has removed the concerns.

The developer and District require additional easements and agreements to permit the project. The plans are still pending technical approval including the approval of the easements and restrictive covenant approval which may require a variance. A copy of the anticipated easements and agreements has been provided for approval. A variance request to reduce the building setback (Section 10c – 30 feet required) from District parkland has been provided.

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 early 2023.

v) Avalon Bay Multifamily;

Construction plans have been submitted and reviewed for the first phase of the project and construction is expected start in late 2023. The plans are still pending technical approval including the approval of the easements and restrictive covenant submittal.

vi) JD's Supermarket Dessau;

Construction plans have been submitted and are pending review. Construction of the project is anticipated to start in early 2024.

b) MS4 Permitting Update and 2021 Pond Inspections;

TCEQ has published the requirements and guidance for the MS4 renewal. The renewal was due by July 23, 2019, and 360 PSI submitted on May 22, 2019. TCEQ technically approved the Stormwater Management Plan on September 23, 2021. TCEQ provide the final steps for approval on April 19, 2022, which required the publication of a public notice and the ability for the public to review the Stormwater Management Plan. The public notice was published on April 28, 2022, and the plan was made available at the District office on April 26, 2022. All required documents have been filed with the TCEQ and are pending final approval.

TCEQ performed an audit of the District's construction plan review and inspection on program on November 17, 2022. Attached is the District's response to the notice of violation. TCEQ acknowledged that the response was adequate and no further action is expected. Routine 3rd party inspections will continue and summary reports will be provided to the District as needed.

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

c) SB3 Emergency Preparation Plan;

The financial waiver for the EPP was submitted to the TCEQ on May 30th and prior to the June 1st deadline. The TCEQ is requesting supplemental information which is being provided as needed. The supplemental modeling study has been reviewed and is expected to be finalized in March 2023. Attached for consideration is a supplemental service agreement for additional water modeling that was requested.



E N G I N E E R I N G
& S U R V E Y I N G

February 17, 2023

Mr. Scott Foster
Northtown MUD
6310 Wilhelmina Delco Drive
Austin, Texas 78752

RE: Summary of Easements
Northtown II
SP-2021-0444D
400 East Wells Branch Parkway
NTMUD District, COA ETJ, Travis County, Texas

Dear Mr. Foster,

The list of easements we are requesting for this project is shown below:

1. **Water Line Vault Easements** – following dedication, allows the MUD dedicated water infrastructure to encumber on the property and permits the MUD to access, operate, maintain, and repair the infrastructure as appropriate and to remove any encroachments.
 - a. **Water Line Vault Easement on Lot 1 (future lot 1A) WG to prepare FN - pink**
 - Document No. 2023_____ in Travis County Property Records
 - Purpose: Water meter in vault structure for use with water liens
 - Property: Lot 1, Block E, Village at Northtown Section One
 - Parties:
 - Grantor: Northtown Phase 2A LLC
 - Grantee: Northtown Municipal Utility District
 - b. **Water Line Vault Easement on Lot 1 (future Lot 8A due to new flag location) WG to prepare FN - pink**
 - Document No. 2023_____ in Travis County Property Records
 - Purpose: Water line vault across the properties
 - Property: Lot 1, Block E, Village at Northtown Section One
 - Parties:
 - Grantor: Northtown Phase 2A LLC
 - Grantee: Northtown Municipal Utility District
2. **Wastewater Easement on Lots 1 and 8 (future lot 1A) WG to prepare FN - purple**
 - Document No. 2023_____ in Travis County Property Records
 - Purpose: Allows the MUD dedicated wastewater infrastructure to encumber on the property and permits the MUD to access, operate, maintain, and repair the infrastructure as appropriate and to remove any encroachments.

5207 Airport Boulevard • Austin, Texas 78751 • (512) 394-1900

EXHIBIT H

- Properties: Lot 1 Block E, Village at Northtown Section One and Lot 8, Block E, Village at Northtown Section Three
 - Parties:
 - Grantor: Northtown Phase 2A LLC
 - Grantee: Northtown Municipal Utility District
- 3. Sidewalk Easement on Lots 1 and 8 (future lot 1A) WG to prepare FN - purple**
- Document No. 2023_____ in Travis County Property Records
 - Purpose: Allows the MUD dedicated sidewalk infrastructure to encumber on the property and permits the MUD to access, operate, maintain, and repair the infrastructure as appropriate and to remove any encroachments.
 - Properties: Lot 1 Block E, Village at Northtown Section One and Lot 8, Block E, Village at Northtown Section Three
 - Parties:
 - Grantor: Northtown Phase 2A LLC
 - Grantee: Northtown Municipal Utility District
- 4. Declaration of Maintenance Covenants for Stormwater Structural Controls on Lots 1 and 8 (future lots 1A and 8A) WG to send pond construction sheets - blue**
- Document No. 2023_____ in Travis County Property Records
 - Purpose: Formally establishes Grantor's obligation to maintain the ponds in conformance with the attached maintenance plan. Grants the MUD authority to enforce and complete maintenance if Grantor does not fulfill obligation.
 - Property: Lot 1 Block E, Village at Northtown Section One and Lot 8, Block E, Village at Northtown Section Three
 - Parties:
 - Declarant: Northtown Phase 2 LLC
 - District: Northtown Municipal Utility District
- 5. License Agreement on Lot 1 (future lots 1A and 8A) – pink**
- Document No. 2022_____ in Travis County Property Records
 - Purpose: Permits encroachments in the wastewater/water easements; the MUD controls and approves encroachments in the utility easements. Encroachments include signage, fencing/gates, decorative paving, landscaping, irrigation, dry utilities- data, power, cable, etc.
 - Property: Lot 1, Block E, Village at Northtown Section One
 - Parties:
 - District: Northtown Municipal Utility District
 - Licensee: Northtown Phase 2A LLC
- 6. Release of Water Lines Easement - on Lot 1 (future Lot 1A)– Doc #2020221654 from NTMUD**
- 7. First Amendment to Temporary Construction Easement on NTMUD property (Lot 6) - yellow (existing extents of recorded TCE shown in green)**
- Document No. 2020225421 in Travis County Property Records
 - Purpose: Increases the construction area that allows for the construction of driveway, sidewalk improvements, public wastewater line, and related

David Michael
Northtown II @ 400 E Wells Branch Parkway
February 17, 2023
Page 3 of 3

appurtenances to be owned and maintained by NTMUD, as well as incidental grading on NTMUD property. Includes:

- Construction of a MUD 8" wastewater line, 8' sidewalk/trail along wastewater line, portion of secondary access drive, sidewalk, and a gate within access easement 2020044158 and Lot 6
- Grading and revegetation within NTMUD Greenspace, Lot 6
- Property: 24.12 acres, NTMUD
- Parties:
 - Grantor: NTMUD
 - Grantees: Northtown Phase 2A LLC

Thank you,



Joan Angil, P.E.
Project Manager
Texas Firm Registration No. F-15324

Attachments:
Easement Exhibit

WUEST G

1. ALL UT ONLY. CONTA LINEAR ANY AN PRESEI
2. ALL UT
3. ALL WA
4. WATER
5. WASTE
6. JOINT F AND OT
7. ANY JC
8. ALL BA
9. AUSTIN
10. ALL ON

ADDITIO

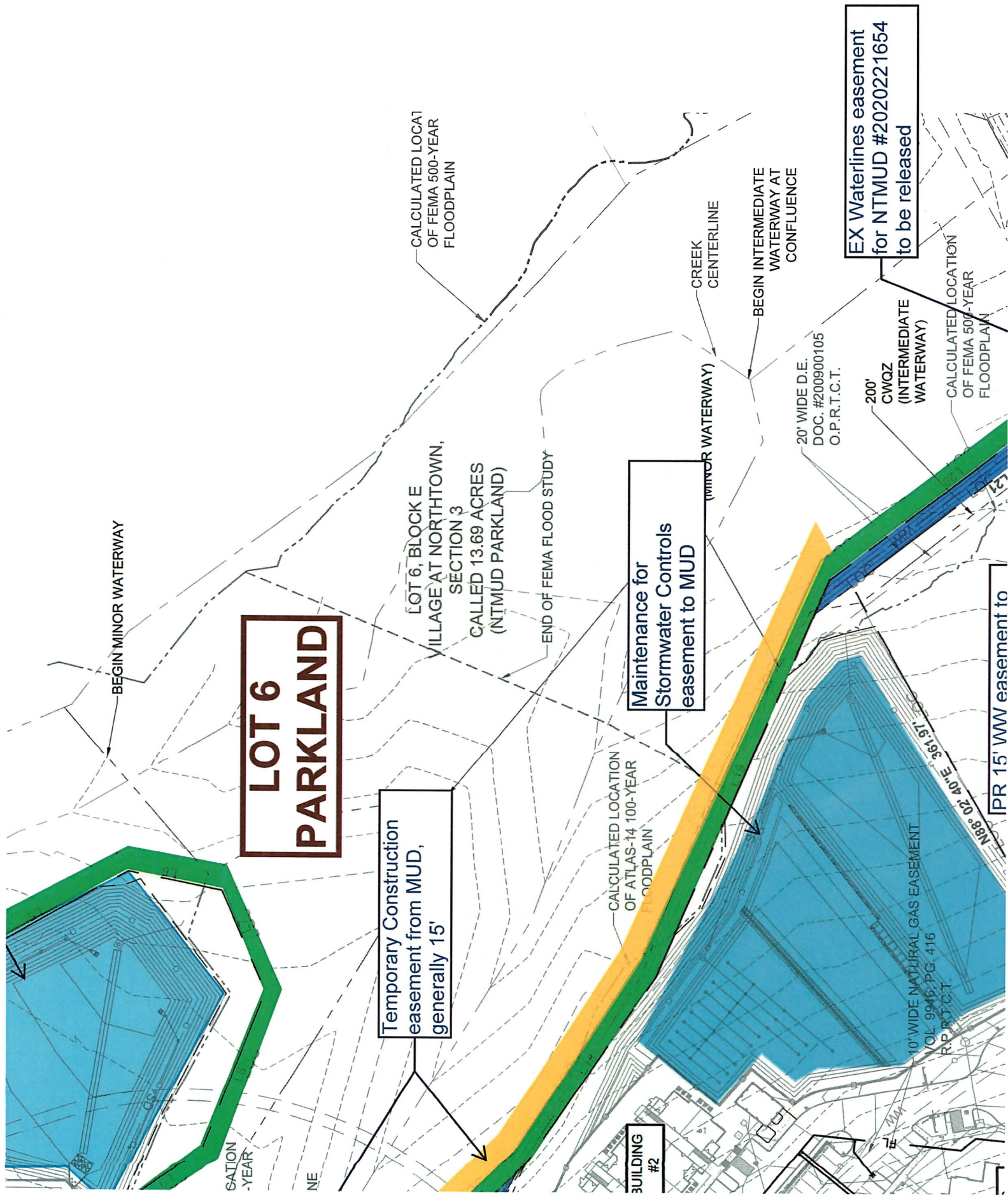
1. ALL BI FOSTE ENGIN

FIRE LINE

1. UNDER NFPA 1: MUST B SECTION

TRENCH

1. TREN SURF BE SI
2. SURF 2) OC AREA THICI TYPE
3. CONC LOGA REPA



**LOT 6
PARKLAND**

Temporary Construction easement from MUD, generally 15'

Maintenance for Stormwater Controls easement to MUD

EX Waterlines easement for NTMUD #2020221654 to be released

PR 15' WW easement to

LOT 6, BLOCK E VILLAGE AT NORTHTOWN, SECTION 3 CALLED 13.69 ACRES (NTMUD PARKLAND)

BEGIN MINOR WATERWAY

END OF FEMA FLOOD STUDY

CREEK CENTERLINE

BEGIN INTERMEDIATE WATERWAY AT CONFLUENCE

20' WIDE D.E. DOC. #200900105 O.P.R.T.C.T.

200' CWQZ (INTERMEDIATE WATERWAY)

CALCULATED LOCATION OF FEMA 500-YEAR FLOODPLAIN

CALCULATED LOCATION OF ATLAS-14 100-YEAR FLOODPLAIN

10' WIDE NATURAL GAS EASEMENT VOL 9946, PG. 416 R.P.R.T.C.T.

N88° 02' 40"E 361.97' C.T.

BUILDING #2

CALCULATED LOCATION OF FEMA 500-YEAR FLOODPLAIN



2612 E. Cesar Chavez St #111
Austin, TX 78702

February 17, 2023

Mr. Scott Foster
Northtown MUD
6310 Wilhelmina Delco Drive
Austin, Texas 78752

CC: Ms. Joan Ternus Angil
Senior Project Manager
Wuest Group Civil Engineers
5207 Airport Boulevard
Austin, Texas 78751

RE: Building Setback Waiver Request
Northtown II
SP-2021-0444D
400 East Wells Branch Parkway
NTMUD District, COA ETJ, Travis County, Texas

Dear Mr. Foster,

Please accept this letter and attached exhibits as our formal request for a waiver from The Northtown Municipal Utility District's Restrictive Covenants for Multifamily Tracts (document number 2020044161). Specifically, we are requesting a waiver from the following section:

Item 10. Special Provisions for Areas Adjacent to Parkland

- (C) No building, parking structure, storage facility, or solid waste enclosure shall be located within 30 feet of the Property's property lines adjacent to the District Parks.

This project consists of two lots – 1A and 8A - to be developed as stand-alone multifamily developments. This use is consistent with the approved plat. Both lots are located adjacent to NTMUD District Park land.

As shown on the attached site plan, we have three buildings that currently do not meet the 30' setback. All of these buildings are located on the smaller rear lot, Lot 8A. These two lots have considerable restrictions on them due to encroaching floodplain, Critical Water Quality Zones, and Critical Environmental Features (wetlands). The floodplain has been expanded based on Atlas 14 requirement. Dedication of the additional floodplain will be accomplished via plat. Additionally, there is a gas line easement running through both lots from Wells Branch Parkway.

Waiver request:

- **Building 4** has an average setback of over 30', however due to the location of the floodplain delineated during the original plat, there is a small section that only has a 20' setback.
- **Buildings 7 and 8** are near the east property line. The average setback is 20'. There is an existing gas easement running parallel to the property line which prohibits the placement of those two buildings 30' from the property line.

As with our initial project on the other side of the District Park (the Parker), we will construct limestone walls and wrought iron fences along the parkland property line. The proposed buildings will all sit above the floodplain – and above the land as it does in the Parker:



As part of this development we have met or exceeded MUD requirements such as landscape and foundation planting adjacent to buildings, and a retaining wall buffering the elevation change between the finished floor of the building and the natural parkland elevations (similar to Phase I).

Mr. Scott Foster
Northtown II @ 400 E Wells Branch Parkway
February 17, 2023
Page 3 of 3

Optional improvements this project also proposes include:

- Biofiltration ponds in lieu of standard partial sedimentation/filtration water quality ponds.
- An 8' wide concrete trail/sidewalk along the east property line of Lot 1 down to Wells Branch Parkway for district guests
- Decompaction and native seeding along the old ranch road within district parkland.

We will be adhering to all other MUD requirements per the restrictive covenant. We appreciate your review of this request. If there are any questions or concerns, please feel free to contact me at (512) 457-1700. Thank you for your consideration and attention to this project.

Sincerely,

EDWARD JOHNSON

Edward Johnson
Principal
Johnson Trube Associates

Attachments:
Overall Site Plan
Building Dimensions from Property Line



15' GAS LINE EASEMENT
(VOL. 9946, PG 416)

(89.629 ACRES)
SUN COMMUNITIES TEXAS LP
VOL. 12937, PG. 2389
O.P.R.T.C.T.

(88.629 ACRES)
SUN COMMUNITIES TEXAS LP
VOL. 12937, PG. 2389
O.P.R.T.C.T.

LOT 8A, BLOCK E,
VILLAGE AT NORTHTOWN,
SECTION THREE
(13.41 ACRES)

LOT 4, BLOCK E,
VILLAGE AT NORTHTOWN,
SECTION THREE
(24.12 ACRES)
NORTHTOWN I
(THE PARKER)

LOT 6, BLOCK E,
VILLAGE AT NORTHTOWN,
SECTION THREE
(13.69 ACRES)
NTMUD PARKLAND

15' GAS LINE EASEMENT
(VOL. 9946, PG 416)

LOT 3, BLOCK E,
VILLAGE AT NORTHTOWN,
SECTION ONE
2.029 ACRES

LOT 2, BLOCK E,
VILLAGE AT NORTHTOWN,
SECTION ONE
1.818 ACRES

LOT 7, BLOCK E,
VILLAGE AT NORTHTOWN,
SECTION ONE
1.882 ACRES

LOT 8A, BLOCK E,
VILLAGE AT NORTHTOWN,
SECTION ONE
(18.995 ACRES)

LOT 1,
CARMEN SUBDIVISION
DOC. #201100188
O.P.R.T.C.T.

(10.51 ACRES)
CITY OF PFLUGERVILLE
DOC. #2003933716
O.P.R.T.C.T.

LOT 7
WELLSPRING ONE, SECTION TWO
DOC. #200100693
O.P.R.T.C.T.

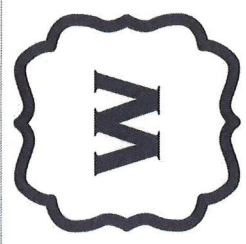
LOT 1,
WELLSPRING ONE, SECTION TWO
DOC. #200100693
O.P.R.T.C.T.

SOUTH HEATHERWILDE BOULEVARD
(PUBLIC R.O.W. VARIES)

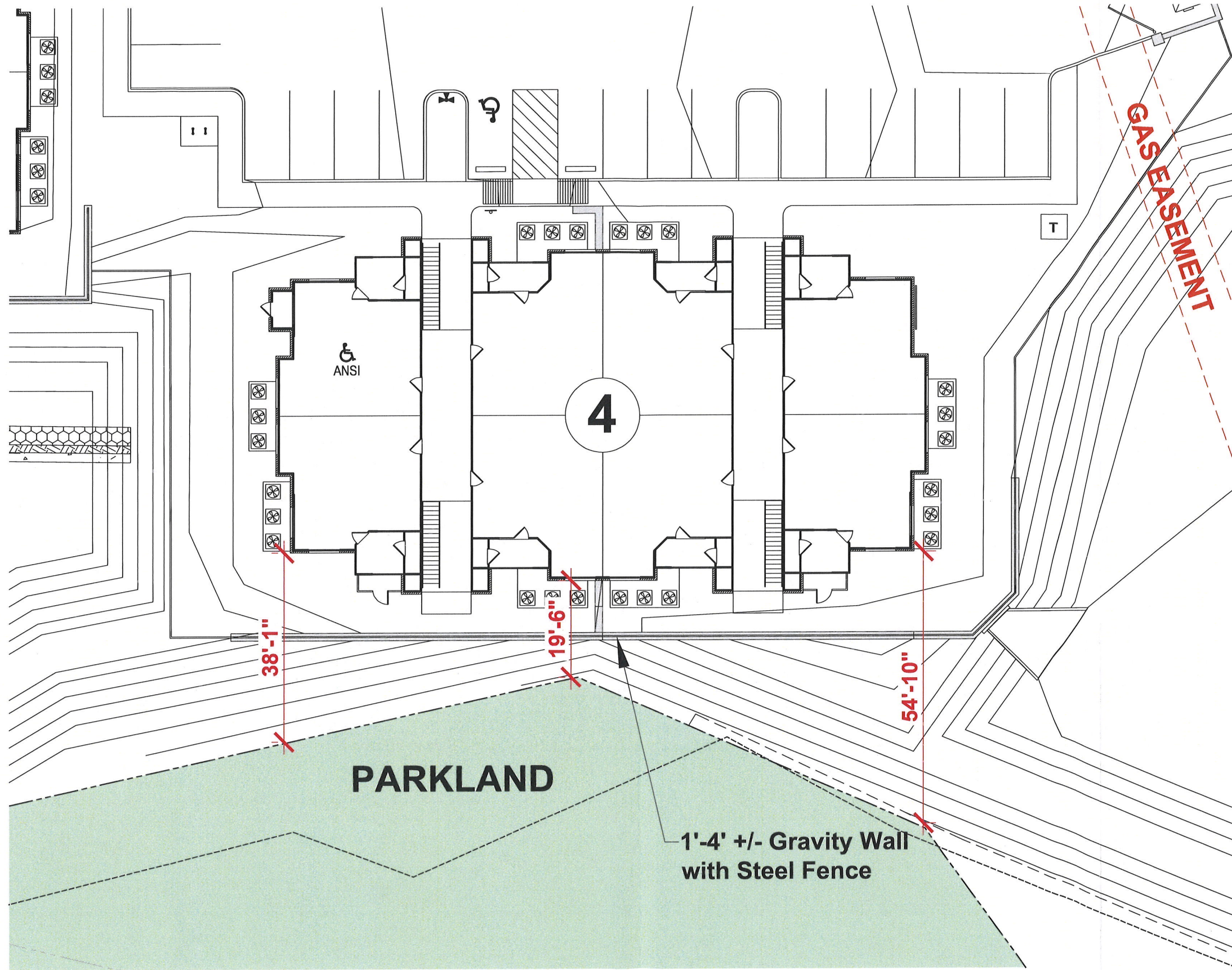
JOHN HENRY
FAULK DRIVE
(100' PUBLIC R.O.W.)

EAST WELLS BRANCH PARKWAY
(100' PUBLIC R.O.W.)

OVERALL SITE
NORTHTOWN II
400 EAST WELLS
BRANCH PARKWAY



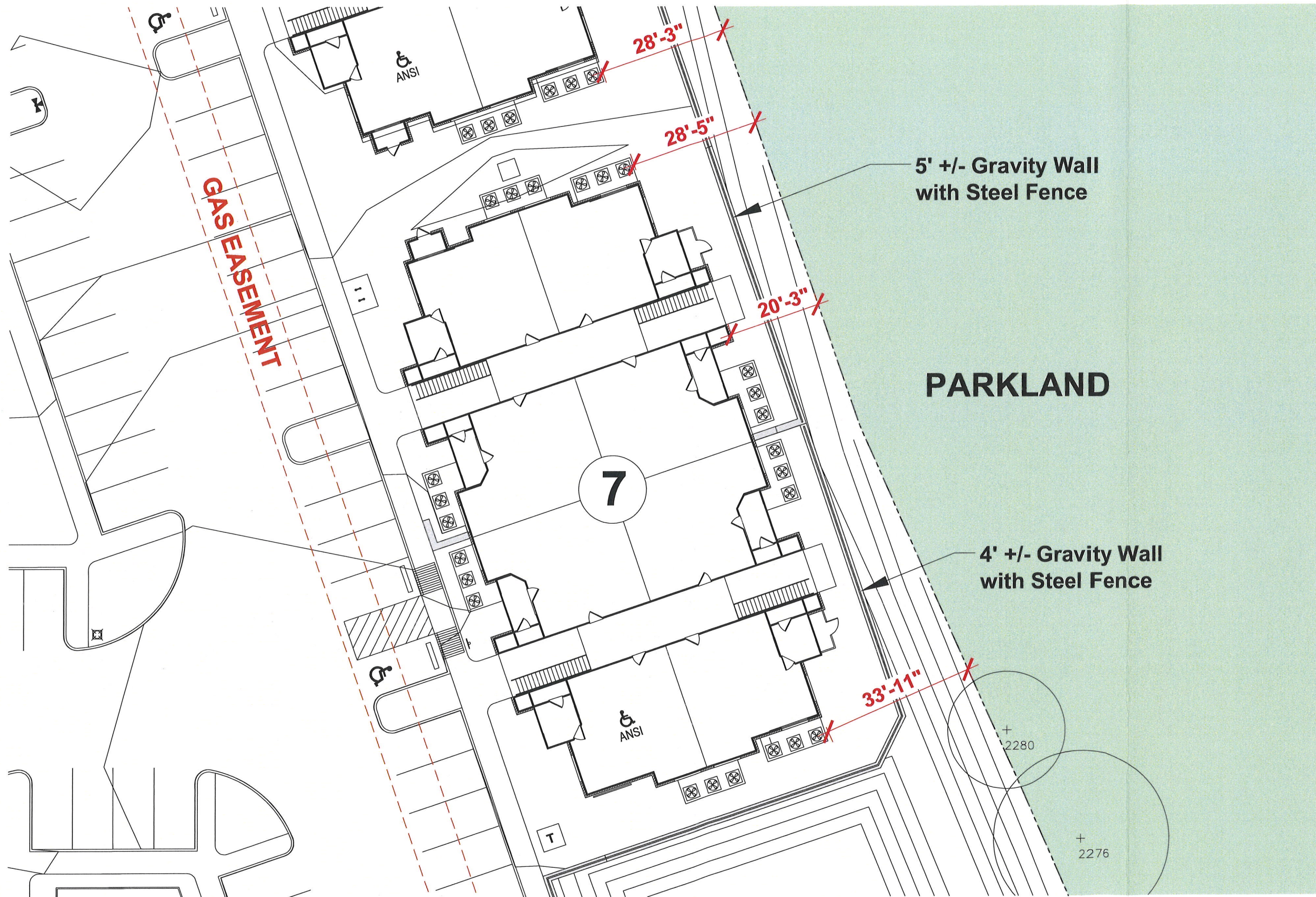
WUEST GROUP
ENGINEERING & SURVEYING
FIRM # F-15324
5207 AIRPORT BOULEVARD
AUSTIN, TEXAS 78751
(512) 394-1900



NORTHTOWN APARTMENTS- PHASE II- LOT 8A

Building 4 Variance Exhibit - 03.01.23

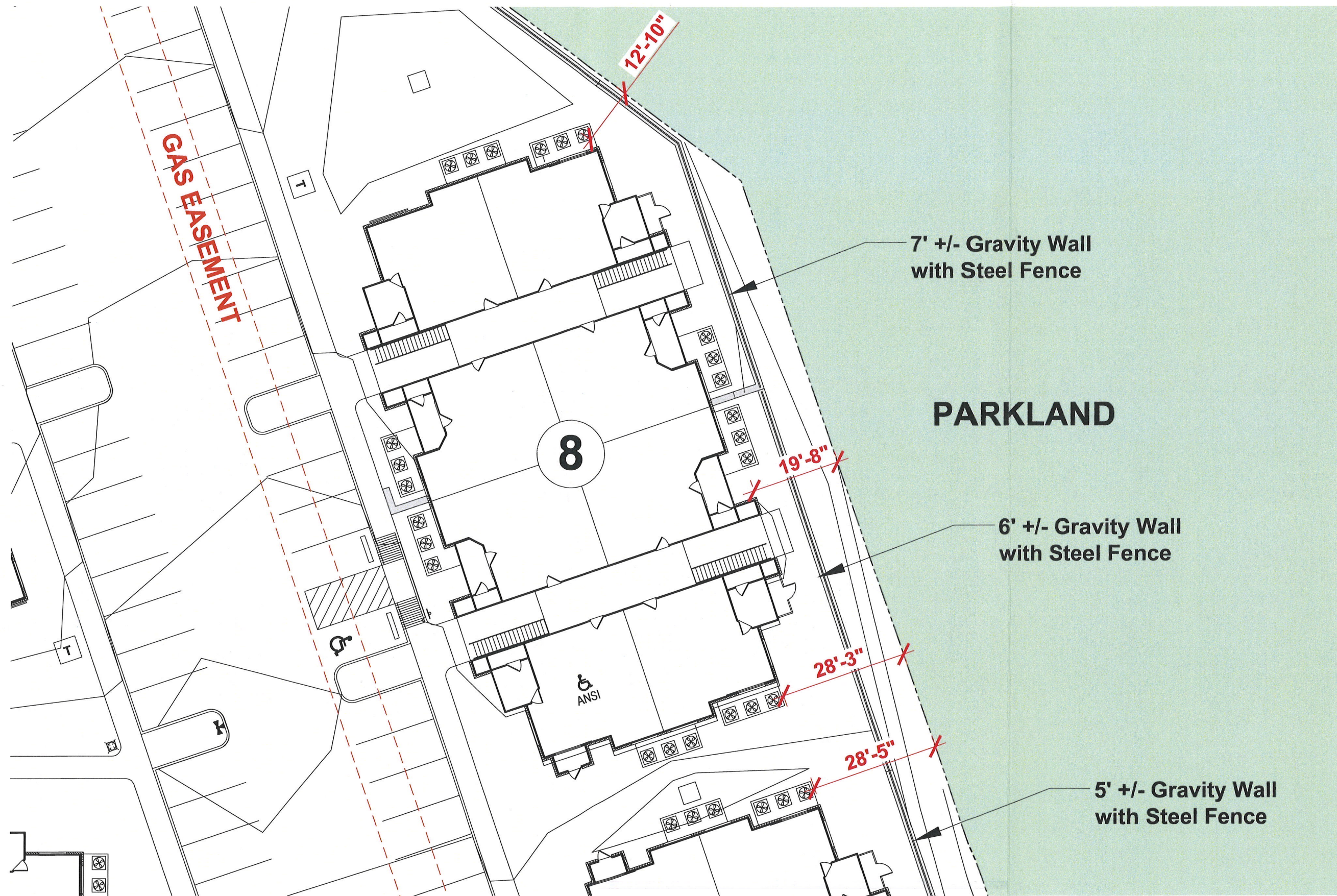




NORTHTOWN APARTMENTS- PHASE II- LOT 8A

Building 7 Variance Exhibit - 03.01.23





NORTHTOWN APARTMENTS- PHASE II- LOT 8A

Building 8 Variance Exhibit - 03.01.23



P.O. Box 3639
Cedar Park, Texas 78630

February 17, 2023

Ms. Mindy McDonough
Environmental Investigator
Texas Commission on Environmental Quality
Austin Region Office (Region 11)
P.O. Box 13087
Austin, Texas 78711-3087

Note:

Attachments were removed from this due to the file size. A full version is available upon request.

Re: *Northtown MUD MS4
Response to Notice of Violation
TPDES Authorization No.: TXR040347
Regulated Entity No.: RN105597785
Customer No.: CN601178726
Investigation No.: 1852650*

Dear Ms. McDonough:

This letter serves to respond to the Notice of Violation dated November 30, 2022 that was received from your office. Based upon the information and guidance provided, we understand that the following items will resolve the Notice of Violation, and no additional action will be necessary:

1) Track No.: 829424 / 30 TAC Chapter 281.25 (a)(4)

- a) **Alleged Violation (AV):** Failure to demonstrate that staff whose primary job duties are related to implementing the construction stormwater program have been trained. During the inspection, the MS4 was unable to produce records such as training materials, attendance records, etc.
- b) **Recommended Corrective Action (RCA):** The permittee shall submit compliance documentation that demonstrates all MS4 staff whose primary job duties are related to the implementation of the construction stormwater program have been trained. Documentation should include a plan/procedure to achieve compliance with the MS4 staff training permit condition; the identification of MS4 staff and their roles; training materials; training certifications; training attendance records, etc. (as appropriate).
- c) **NTMUD Response:**

NTMUD has engaged Collin Williams d/b/a Williams Mapping for stormwater construction inspection services. NTMUD approved the inspection contract at the January 25, 2023 Board Meeting with an effective date of February 1, 2023. The District's Engineer engaged Williams Mapping for interim services which commenced on January 17, 2023.

Mr. Williams will have full authority to independently inspect and enforce the District's policies. Mr. Williams is Certified Erosion, Sediment and Storm Water Inspector (CESSWI 00004114) with over 7 years of experience. A copy of his training logs is provided. Mr. Williams will report to the District Manager, the District Engineer, and the District Attorney. However, he will be allowed to operate independently as outlined in his contract and work with the District Attorney on all enforcement matters.

EXHIBIT J

2) Track No.: 829426 / 30 TAC Chapter 281.25 (a)(4)

- a) **Alleged Violation (AV):** Failure to implement procedures for inspecting large and small construction projects.
- b) **Recommended Corrective Action (RCA):** Submit compliance documentation that demonstrates the implementation of procedures for inspecting large and small construction projects. Documentation shall include an inspection report form to be used to document the assessment of a construction site; a description of the method to be used to track and maintain follow-up inspections and enforcement actions; a description of the frequency of periodic site inspections; a description of reviewing and responding to third-party inspection reports.
- c) **NTMUD Response:**

Report Form & Procedure:

Williams Mapping has provided standard inspection forms that they have previously used. The forms include areas for general inspection, specific notes, and photographic documentation. In addition, third-party inspection reports will be reviewed prior to the site inspection and discrepancies noted.

Track Inspection Items:

Williams Mapping will notify the construction site operator and their third-party inspector with their findings. If potential violations exist in either report, they will request they be corrected within 5-days. Routine violations will be evaluated at the next site visit to confirm that site is in compliance. Gross violations will be required to have an intermediate site visit provided. All inspections will be provided to the District Manager, District Engineer, and District Attorney. The District Attorney keeps track of all the violations and corrections. A summary report of the violations and corrections will be provided at each NTMUD Board Meeting.

Frequency:

NTMUD has engaged Williams Mapping to visit all (100%) active construction sites every two weeks. The District Engineer will notify Williams Mapping of any new projects accordingly.

Third-party Inspection Reports:

Williams Mapping, the District Manager, and District Engineer have been added to distribution list of all third-party inspection reports. Williams Mapping brings the most recent inspection report on their site inspection. They review the third-party inspection reports and confirm that the report is consistent with current conditions. If the third-party report is not consistent or is missing any items, their report will document these issues.

The Notice of Violation identified two additional issues as outlined below. NTMUD has noted their acknowledgment below.

3) Additional Issue Item 5

- a) Information Provided:** The District’s Erosion Control Rules Section 3E states erosion control devices are subject to periodic inspection by the District’s representative. The SWMP Implementation Schedule table MCM 3d: Construction Site Stormwater Runoff BMP states “provide routine inspections”. The difference between “periodic” and “routine” was discussed. Periodic inspections are those conducted by the District’s representative and routine inspections are those conducted by a third-party. The measurable goal described in the Implementation Schedule table states the District Engineer requires third-party inspection reports to be provided to the District. It also states the District Engineer shall visit at least 30% of active construction sites.

It was discussed that the measurable goal for conducting 30% of active construction sites could be expanded and clarified to describe the frequency of inspections.

It was also discussed that the BMP and measurable goal could be separated into separate BMPs and measurable goals for clarity. For example, separate third-party inspections from District inspections.

b) NTMUD Response:

NTMUD has engaged Williams Mapping to visit all (100%) active construction sites every two weeks. The District Engineer will notify Williams Mapping of any new projects accordingly.

Clarification of the difference between the two types of inspections will be provided in the BMP and Measurable Goal implementation schedule.

4) Additional Issue Item 4

- a) Information Provided:** The permittee is reminded to accurately reflect the status of compliance with permit conditions; an assessment of the appropriateness of the identified BMPs; and status of achieving measurable goals identified in the SWMP.

b) NTMUD Response:

NTMUD acknowledges the information above and their intent to comply.



Please let me know if any additional information is required or contact me at 512-900-7562 with any questions.

Sincerely,

360 PROFESSIONAL SERVICES, INC.
Texas Firm Registration F4932

A handwritten signature in blue ink that reads "Scott J. Foster".

Scott J. Foster, P.E.
Engineer for the District

Cc: Mr. Shawn Stewart, TCEQ Region 11
Mr. Carter Dean, Armbrust & Brown, PLLC

Attachments:

- A) TCEQ Notice of Violation Letter (November 30, 2022)
- B) Williams Mapping Contract and Supplemental Information
- C) Inspection Log Examples

MEMORANDUM

To: Board of Directors, Northtown Municipal Utility District
 From: Armbrust & Brown, PLLC
 Re: Violation of District Erosion Control Rules
 Date: March 1, 2023

The following Requests for Corrective Action either were received or remained outstanding since the last Board meeting:

Requests for Corrective Action

<u>Builder</u>	<u>Address</u>	<u>Date</u>	<u>Status</u>
Skybeck Construction	Bldg. #1 Loose trash at south and west sides of building needs to be removed	1/17/2023	Resolved
Skybeck Construction	Parking lot North of Bldg. #1 Curb inlet needs to be covered	1/17/2023	Resolved
Skybeck Construction	Parking lot at SE corner of Bldg. #3 Curb inlet and surrounding pavement needs to be cleaned	1/17/2023	Resolved
Skybeck Construction	Parking lot west of Bldg. #4 Dirt and debris needs to be removed	1/17/2023	Resolved
Skybeck Construction	North of Bldg. #3 Inlet protector needs to be repaired	1/17/2023	Resolved
Skybeck Construction	North of Bldg. #7 Loose trash needs to be removed	1/17/2023	Resolved
Skybeck Construction	Parking lot north of Bldg. #4 Dirt and debris needs to be removed	1/17/2023	Resolved
Skybeck Construction	NW of Bldg. #8 Loose trash needs to be removed	1/17/2023	Resolved
KB Homes	14501 Jefferson Craig Silt fence needs to be repaired	1/17/2023	Resolved
KB Homes	14510 Jackson Browning Curb inlet across the street from lot needs to be cleaned	1/17/2023	Resolved
KB Homes	Jackson Browning at Shannon Elise Curb inlet needs to be covered; curb inlet across the street from lot needs to be cleaned	1/17/2023	Resolved
Cadence McShane Construction Co.	WW corner of Bldg. #3 Sediment buildup along silt fence needs to be removed	1/17/2023	Resolved
Cadence McShane Construction Co.	Detention Pond Outfall near SW corner of site Silt fence needs to be repaired	1/17/2023	Resolved

Cadence McShane Construction Co.	SW corner of Bldg. #7 Silt fence needs to be repaired	1/17/2023	Resolved
Cadence McShane Construction Co.	SE corner of site Loose trash needs to be removed	1/17/2023	Resolved
Cadence McShane Construction Co.	Site Entrance of John Henry Faulk Two curb inlets near site entrance need to be covered	1/17/2023	Resolved
Cadence McShane Construction Co.	Area Inlet near NE corner of site Inlet cover needs to be repaired	1/17/2023	Resolved
Cadence McShane Construction Co.	Main site entrance on Wells Branch Silt fence base needs to be buried	1/17/2023	Resolved
Skybeck Construction	NW corner of Bldg. #1 Storm drain inlet needs to be repaired	1/31/2023	Resolved
Skybeck Construction	Parking lot north of Bldg. #3 Dirt and debris needs to be removed	1/31/2023	Resolved
KB Home	14510 Jackson Browning Curb inlet needs to be cleaned	1/31/2023	Resolved
KB Homes	14507 Jackson Browning Trash box needs to be installed	1/31/2023	Resolved
Cadence McShane Construction Co.	Site entrance on Wells Branch Pkwy. Loose trash needs to be removed	1/31/2023	Resolved
Cadence McShane Construction Co.	NW corner of Bldg. #3 Silt fence needs repaired	1/31/2023	Resolved
Cadence McShane Construction Co.	SW corner of Bldg. #2 Inlet protector needs to be repaired	1/31/2023	Resolved
Cadence McShane Construction Co.	SW corner of Bldg. #4 Loose trash needs to be removed	1/31/2023	Resolved
Cadence McShane Construction Co.	SE corner of Bldg. #4 Loose trash needs to be removed	1/31/2023	Resolved
Cadence McShane Construction Co.	NE corner of Bldg. #4 Loose trash needs to be removed	1/31/2023	Resolved
Cadence McShane Construction Co.	South of site entrance on John Henry Faulk Dr. Curb inlet needs to be covered	1/31/2023	Resolved
KB Homes	14507 Jackson Browning (approx.) Loose builder trash behind fence at rear of lot in pond area needs to be removed	2/15/2023	Pending
Skybeck Construction	Parking lot near site entrance Paved areas need to be cleaned	2/16/2023	Resolved
Skybeck Construction	SE of Bldg. #1 Dirt spoils pile needs to be moved from pond area	2/16/2023	Resolved
Skybeck Construction	NE of Bldg. #1 Paved areas near grated area inlet need to be cleaned	2/16/2023	Resolved
Skybeck Construction	North of Bldg. #3 Paved areas near grated area inlet need to be cleaned	2/16/2023	Resolved
Skybeck Construction	North of Bldg. #4 Paved areas need to be cleaned	2/16/2023	Resolved

Cadence McShane Construction Co.	Paved areas on site, various locations Paved areas need to be cleaned/swept	2/16/2023	Resolved
Skybeck Construction	South of main site entrance Curb inlet needs to be cleaned	2/28/2023	Pending
Skybeck Construction	North of main site entrance Curb inlet needs to be cleaned	2/28/2023	Pending
Skybeck Construction	NW of Bldg. #3 Loose trash along base of retaining wall needs to be removed	2/28/2023	Pending
Cadence McShane Construction Co.	Job trailer entrance on John Henry Faulk Dr. Silt fence needs to be repaired just north of entrance	2/28/2023	Pending
Cadence McShane Construction Co.	Wells Branch entrance Silt fence south of entrance near northeast corner of club house needs to be repaired	2/28/2023	Pending
Cadence McShane Construction Co.	West side of Bldg. #3 Loose trash needs to be removed	2/28/2023	Pending

The following Notices of Penalty for Violations were received since the last Board meeting.

NONE

Budget Augmentation Request

This document is notification of the need for additional work that is outside the contractually agreed-upon project scope.

Project Name: Water Distribution Modeling Services	Date: 09 February 2023
Client: Northtown Municipal Utility District	Project No.: 2245004*00
Description of Scope Change Kennedy/Jenks Consultants (Kennedy Jenks) prepared the Draft Minimum Pressures for System Operation Technical Memorandum dated 22 September 2022. After the Client reviewed, it was determined that additional distribution piping should be incorporated into the model, specifically, recently constructed piping and a future distribution main near the intersection of Heatherwilde Boulevard and Wells Branch Parkway.	
Assumption(s) Kennedy Jenks will update the model and technical memorandum to incorporate the new and future piping as depicted in sketches from the Client.	
Effect on Contract/Authorized Budget Insufficient budget available in the current contract budget to cover the scope change request. A budget augmentation is required to support the additional work.	
Budget Augmentation Request \$3,500	
Submitted by (KJ Project Manager): Ben Fuentes	Date: 09 February 2023
Client Acknowledgement/Authorization <input type="checkbox"/> Budget Augmentation Request is authorized.	
Authorized by (Client Project Manager):	Date:
Print Name:	

Distribution:
Scott Foster, P.E., District Engineer

EXHIBIT L

Northtown Municipal Utility District

March 1, 2023

- Review Cash Activity Report, including Receipts and Expenditures

Action Items:

- Approval of director and vendor payments
- Approve funds transfers:
 - ABC Bank Operating Account to TexPool General Operating Account: \$90,000.00
 - TexPool Operating Account to ABC Bank Manager's Account: \$462,388.44
 - TexPool Operating Account to ABC Bank Manager's Account: \$59,000.00
 - Logic Tax Account to Logic General Operating Account: \$1,387,234.60
 - Logic Tax Account to Logic Debt Service Account: \$850,000.00
 - TexPool Operating Account to ABC Bank Customer Refund Account: \$3,000.00
 - *PNC Lockbox Account to TexPool Operating Account: \$690,000.00 (2/20/2023)*

EXHIBIT M

Northtown Municipal Utility District
Cash Activity Report - ABC Bank Operating Account
January 31, 2023 - March 1, 2023

		General Fund Operating Account
Cash Balance -January 31, 2023		77,973.29
Subsequent Activity		17,975.76
Cash Receipts	Dessau Fountains	17,938.26
Cash Receipts	CMC Commercial Metals	<u>37.50</u>
	Total Subsequent Activity	<u>17,975.76</u>
Subtotal		95,949.05
Transfers to be approved at July 26, 2022 Meeting		(90,000.00)
Northtown M.U.D.	Transfer to TexPool Operating Account	<u>(90,000.00)</u>
		<u>(90,000.00)</u>
Projected Balance as of March 1, 2023		\$ 5,949.05

Northtown Municipal Utility District
Cash Activity Report - ABC Bank Manager's Account
January 31, 2023 - March 1, 2023

		<u>General Fund</u> <u>Manager's</u> <u>Account</u>
Cash Balance - January 31, 2023		\$ 299,338.29
Subsequent Expenditures		(58,448.82)
Payroll Expenses		(42,030.85)
Ramona Oliver	10791	Expense Reimbursement (973.15)
Robles, Ernest	10792	Expense Reimbursement (198.48)
Atmos Energy	10793	Utilities - January 2023 (111.34)
City of Austin	10794	Utilities - January 2023 (1,900.86)
Child Support Services Division	10795	Child Support (121.38)
Child Support Services Division	10796	Child Support (121.38)
Ramona Oliver	10797	Expense Reimbursement (1,017.75)
AT&T	10798	Telephone - January 2023 (1,783.55)
AT&T (Internet)	10799	Internet - January 2023 (89.88)
AT&T Mobility	10800	Telephone - February 2023 (92.56)
Charter Communications	10801	Park Internet - January 2023 (145.55)
City of Austin	10802	Utilities - January 2023 (2,480.40)
Elite Systems	10803	Security System Camera (20.00)
Optimum	10804	Internet - February 2023 (372.45)
City of Austin	10805	Utilities - February 2023 (25.35)
Elite Systems	10806	Security System Camera (20.00)
Petty Cash	10807	Petty Cash Reimbursement (486.41)
Robles, Ernest.	10808	Expense Reimbursement (106.28)
TXU Energy	10809	Office Electric - February 2023 (1,244.79)
Child Support Services Division	10810	Child Support (121.38)
Atmos Energy	10811	Utilities - February 2023 (132.13)
City of Austin	10812	Utilities - February 2023 (1,941.00)
TML Health	10813	Employee Benefits - March 2023 (2,911.90)
Total Subsequent Activity		(58,448.82)
Expenditures to be Approved at March 1, 2023 Meeting		(462,388.44)
Ranger A-TX, LP	10814	Rent - April 2023/YTD CAM True Up (5,677.68)
360 Professional Services, Inc.	10815	Engineering Fees - January 2023 (8,475.65)
Aqua-Tech Laboratories, Inc.	10816	Lab Fees - January 2023 (100.00)
Armbrust & Brown, P.L.L.C.	10817	Legal Fees - January 2023 (10,285.22)
Bott & Douthitt, P.L.L.C.	10818	Accounting Services - January 2023 (7,171.96)
Brenntag Southwest	10819	Chemicals (4,677.81)
CASE	10820	2023 Annual Conference - Lee Hill/Chris Capers (500.00)
City of Austin	10821	W/WW Purchases - January 2023 (167,866.63)
Crossroads Utility Services	10822	Operations - January 2023 (56,007.89)
Employee Incentive Plans, Inc.	10823	401(k) Administration Fee (644.57)
Game Time	10824	Dog Park Supplies (141.63)
Lea Park & Play, Inc.	10825	Park Supplies (714.00)
Roadrunner Inspection Services	10826	Inspection Fees (800.00)
Texas Disposal Systems, Inc.	10827	Garbage Fees - January 2023 (75,687.32)
TexaScapes	10828	Monthly Landscape Maintenance (39,170.00)
Travis County Sheriff's Department	10829	Security Patrol Vehicle (1,400.00)
Amaro, Felix T	10830	Director Fees (138.53) *
Capers, Christopher B.	10831	Director Fees (138.53) *
McCall Gibson Swedlund Barfoot P.L.L.C.	10832	Audit Fees 9/30/2022 (3,500.00) *
Ramona Oliver	10833	Expense Reimbursement (358.88) *
Texas Disposal Systems, Inc.	10834	Garbage Fees - December 2022 (75,692.68) *
TGB Partners	10835	Map Updates (2,439.46) *
Williams Mapping & Consulting	10836	Monthly MS4 Inspections (800.00) *
Total		(462,388.44)
*Added after packet distribution		
Subtotal		(221,498.97)
Transfers to be approved		521,388.44
Transfer for expenditures approved 3/1/2023	Transfer from Logic Operating Account	462,388.44
Transfer Funds	Transfer from Logic Operating Account	59,000.00
Projected Balance as of March 1, 2023		\$ 299,889.47

Northtown Municipal Utility District
Cash Activity Report - ABC Bank Customer Refund Account
January 31, 2023 - March 1, 2023

		<u>General Fund</u> <u>Customer Refund</u> <u>Account</u>
Cash Balance - January 31, 2023		\$ 3,585.71
Expenditures to be Approved at March 1, 2023 Meeting		(3,034.35)
Abu-Salha, Younis	13277 Customer Refund	(79.15) *
AH4R	13278 Customer Refund	(91.84) *
Angstadt, William	13279 Customer Refund	(2.27) *
Carter, Brittney	13280 Customer Refund	(23.51) *
Goodwin Management	13281 Customer Refund	(215.70) *
Horne, Thomas	13282 Customer Refund	(92.80) *
Knight, Logan	13283 Customer Refund	(134.60) *
Lofton, Julius	13284 Customer Refund	(73.14) *
Manjarrez, Olivia	13285 Customer Refund	(33.75) *
Manzano, Diana	13286 Customer Refund	(109.30) *
Moody, Robert	13287 Customer Refund	(75.29) *
MPA Realty, PLLC	13288 Customer Refund	(100.71) *
Oakley, Christopher	13289 Customer Refund	(151.21) *
Opendoor Labs	13290 Customer Refund	(111.50) *
Patin Construction, LLC	13291 Customer Refund	(450.00) *
Rashid, Anam	13292 Customer Refund	(120.44) *
Sabodash, Irina	13293 Customer Refund	(100.64) *
Salazar, Abel	13294 Customer Refund	(79.74) *
Salinas, Hurbano	13295 Customer Refund	(376.39) *
Skybeck Construction, LLC	13296 Customer Refund	(100.50) *
Sutherland, April	13297 Customer Refund	(126.90) *
Trevino, Felipa	13298 Customer Refund	(85.52) *
Viet, Tham	13299 Customer Refund	(76.27) *
Wallace, Charles	13300 Customer Refund	(115.90) *
Zhu, Xianfeng	13301 Customer Refund	(68.81) *
Zulueta, Elsa	13302 Customer Refund	(38.47) *
Total Expenditures		(3,034.35)
*Added after packet distribution		
Subtotal		551.36
Transfers to be approved - from TexPool Operating Account		3,000.00
Projected Balance as of March 1, 2023		\$ 3,551.36

Northtown Municipal Utility District
Cash Activity Report - ABC Bank Park Fund Account
January 31, 2023 - March 1, 2023

	<u>ABC Bank</u> <u>Park</u> <u>Account</u>
Cash Balance -January 31, 2023	\$ 49,950.00
Projected Balance as of March 1, 2023	\$ 49,950.00

**Northtown Municipal Utility District
Cash/Investment Activity Report
January 31, 2023 - March 1, 2023**

	Interest Rate	Maturity Date	Balance 1/31/2023	Subsequent Receipts	Subsequent Disbursements	Subtotal	Transfers to be 3/1/2023	Projected Balance 3/1/2023
General Fund -								
ABC Bank - Operating Account	0.0000%	N/A	\$ 77,973.29	\$ 17,975.76	\$ -	\$ 95,949.05	\$ (90,000.00)	\$ 5,949.05
ABC Bank - Manager's Account	0.0000%	N/A	299,338.29	-	(520,837.26)	(221,498.97)	521,388.44	299,889.47
ABC Bank - Customer Refunds	0.0000%	N/A	3,585.71	-	(3,034.35)	551.36	3,000.00	3,551.36
PNC Bank Lockbox	0.0000%	N/A	886,456.54	240,888.37	(1,120,085.61)	7,259.30	-	7,259.30
Logic Operating - 01	4.7530%	N/A	12,647,813.57	2,460,573.22	-	15,108,386.79	1,387,234.60	16,495,621.39
TexPool Operating	4.5232%	N/A	211,917.48	1,115,000.00	-	1,326,917.48	(434,388.44)	892,529.04
TexPool Fiscal Surety Trail Easement	4.5232%	N/A	105,678.30	-	-	105,678.30	-	105,678.30
Total - General Fund			14,232,763.18	3,834,437.35	(1,643,957.22)	16,423,243.31	1,387,234.60	17,810,477.91
Park Fund -								
ABC Bank - Park Account	0.0000%	N/A	49,950.00	-	-	49,950.00	-	49,950.00
Logic - Park Fund - 02	4.7530%	N/A	47,753.19	-	-	47,753.19	-	47,753.19
TexPool Park	4.5232%	N/A	4,641.26	-	-	4,641.26	-	4,641.26
Total - Park Fund			102,344.45	-	-	102,344.45	-	102,344.45
Debt Service Fund -								
Logic - Tax Account	4.7530%	N/A	6,221,084.16	-	(3,960,573.22)	2,260,510.94	(2,237,234.60)	23,276.34
Logic - Debt Service	4.7530%	N/A	738,009.79	1,500,000.00	(324,712.50)	1,913,297.29	850,000.00	2,763,297.29
TexPool - SR 2020 Cap Int	4.5232%	N/A	163,206.24	-	-	163,206.24	-	163,206.24
Total - Debt Service Fund			7,122,300.19	1,500,000.00	(4,285,285.72)	4,337,014.47	(1,387,234.60)	2,949,779.87
Capital Project Fund -								
Logic - SR 2011 CPF	4.7530%	N/A	2,533.10	-	-	2,533.10	-	2,533.10
TexPool - SR 2020 CPF	4.5232%	N/A	4,508,706.41	-	-	4,508,706.41	-	4,508,706.41
Total - Capital Project Fund			4,511,239.51	-	-	4,511,239.51	-	4,511,239.51
Total - All Funds			\$ 25,968,647.33	\$ 5,334,437.35	\$ (5,929,242.94)	\$ 25,373,841.74	\$ -	\$ 25,373,841.74

- (1) To transfer funds from ABC Bank Operating to TexPool General Operating Account: \$90,000.00
- (2) To transfer funds from TexPool Operating Account to ABC Bank Manager's Account: \$462,388.44
- (3) To transfer funds from TexPool Operating Account to ABC Bank Manager's Account: \$59,000.00
- (4) To transfer funds from Logic Tax to Logic General Operating Account: \$1,387,234.60
- (5) To transfer funds from Logic Tax to Logic Debt Service Account: \$850,000.00
- (6) To transfer funds from TexPool Operating Account to ABC Bank Customer Refund Account: \$3,000.00

**ORDER ESTABLISHING SERVICE RATES, CHARGES AND TAP FEES AND
ADOPTING RULES AND POLICIES WITH RESPECT TO THE
DISTRICT'S WATER, WASTEWATER AND DRAINAGE SYSTEMS**

(March 1, 2023)

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

WHEREAS, under Section 49.212, Texas Water Code, the Board of Directors (the "Board") of Northtown Municipal Utility District (the "District") is authorized to adopt and enforce all necessary charges, fees or rentals for providing District facilities or services; and

WHEREAS, under Section 54.205, *Texas Water Code*, the Board is authorized to adopt and enforce reasonable rules and regulations to: (i) secure and maintain safe, sanitary and adequate plumbing facilities as part of its sewer system; (ii) to preserve the sanitary condition of all water controlled by the District; (iii) to prevent waste or the unauthorized use of water; or (iv) to regulate privileges on any land or easement controlled by the District;

IT IS, THEREFORE, ORDERED BY THE BOARD OF DIRECTORS OF NORTHTOWN MUNICIPAL UTILITY DISTRICT AS FOLLOWS:

I. General Policies.

A. Definitions. For purposes of this Order, the following terms have the meanings indicated:

1. "Connection" means each residential dwelling unit occupied by a separate family or family unit, including separate apartments or dwelling units located within a single multi-unit residential complex, and each business unit occupied by a separate business, including separate establishments within a single building.

2. "Backflow Prevention Device" means an assembly or device that is designed to prevent backflow of water into the District's system and meets the testing standards accepted by the American Water Works Association or the University of Southern California Foundation for Cross Connection Control and Hydraulic Research.

3. "Code" or "Uniform Plumbing Code" means the version of the Uniform Plumbing Code adopted and enforced by the City of Austin from time to time.

4. "Commission" means the Texas Commission on Environmental Quality, or its successor agency.

5. "District's representative" means the general manager of the District or another representative or employee of the District acting under the direction of the general manager or the Board of Directors.

6. “Dwelling Unit” or “Dwelling Unit Equivalent” means a residential dwelling unit occupied by a separate family or family unit, including separate apartments or units located within a single multi-unit residential complex, or, in the case of a commercial customer other than a multi-unit residential complex, its equivalent based on FUEs determined by meter size under the schedule set forth below.

7. “Grinder Pump” means an on-site component that receives raw wastewater from a private wastewater service line, grinds the solids present in the raw wastewater to a slurry, and provides the motive force for transporting the raw wastewater to the terminus of the District’s wastewater collection system.

8. “Fee Unit Equivalent” or “FUE” means one single-family, duplex or other residential dwelling unit or, in the case of a commercial customer which is an apartment project, one apartment unit within that project, or, in the case of a commercial customer other than apartment project, its equivalent under the following schedule:

<u>Water Meter Size</u>	<u>Fee Unit Equivalent</u>
5/8”	1
3/4”	1.5
1”	2.5
1-1/2”	5
2”	8
3”	15
4”	25
6”	80
8”	140
10”	220
12”	270

For the purpose of calculating the FUEs for a compound meter, the largest meter of the compound meter will be excluded from the calculation.

9. “Multi-unit residential complex” means a building containing more than four dwelling units; a building containing dwelling units, of whatever number, that are not separately metered; or a townhouse or condominium project containing dwelling units, of whatever number, that are not separately metered.

10. “Rules” means rules and regulations adopted by the District under Section 54.205, Texas Water Code, including the rules contained in this Order.

11. “Systems” means the District’s water, wastewater and drainage systems.

12. “Winter-averaging period” means the period established by the City of Austin as the District’s winter-averaging period.

B. All Services Required. Except as otherwise expressly authorized in the Rules, no service may be provided through the District’s Systems unless the applicant agrees to take both

water and wastewater service; provided, however, this shall not apply to temporary fire hydrant meters or meters purchased solely for the purpose of irrigating with treated water.

C. All Services Charged. At no time will the District render water and/or sewer services without charge to any person, firm, corporation, organization or entity.

D. Damage to District Facilities by Third Parties. Prior to installing underground facilities or excavating in the area of District Systems, representatives of developers, contractors and/or utility companies must meet with the District's representative to file their construction plans and schedules and review the engineering plans illustrating the location of the District's facilities. Any contractor, developer, or other person or entity which damages the District's facilities will be responsible for all costs and expenses incurred by the District as a result of such damage.

E. Condition to Service—No Delinquency on Another District Account. A customer which is delinquent in the payment of any sum due to the District will not be permitted to purchase any additional taps or make any additional connections to the District Systems. No new accounts will be established for any customer which is not in good standing due to non-payment, and the District reserves the right to require a security deposit sufficient to protect the District's interests based on a customer's history of non-payment on any other District account.

II. Connections to the District's Systems.

A. Applications for Connections.

1. Any party desiring to make a connection to the District's Systems must first make an application to the District's representative in the form approved by the Board. The applicant must, upon request, furnish the District's representative with evidence that the party who will actually install the tap and connecting line has comprehensive general liability insurance in the minimum amounts of \$300,000 bodily injury and \$50,000 property damage, with an underground rider and a completed operations rider.

2. The District's representative will review all applications for connections to the District's Systems. If the District's representative finds that the materials to be used and the procedures and methods to be followed in the plumbing system and making the connection are equal to or better than the standards established by the City of Austin, Texas and the Uniform Plumbing Code and are in compliance with all terms and conditions of the Rules, the District's representative may approve the application and the proposed connection, subject to such terms or conditions as he deems necessary to accomplish the objectives of the Rules.

3. Any party desiring to obtain service from the District must complete an application in the form attached as Exhibit A, and, if a Grinder Pump is required to serve the property in question, must execute an Agreement Concerning Grinder Pump System in the form attached as Exhibit B and pay all applicable fees.

B. Industrial Waste Applications and Permits.

1. Any party whose use or development of property within the District

requires an industrial waste permit within the District must deposit the sum of \$1,500 with the District's representative to cover the District's costs associated with the permit and any related inspections including charges imposed by the City of Austin. The deposit must be paid before any applications relating to the use or development in question will be accepted or processed by the District or by the City of Austin on the District's behalf. All District fees set forth in Section B(2) below as well as all legal, engineering and/or management fees and all fees assessed by the City which are incurred by the District relating to the issuance of an industrial waste discharge permit will be charged against the deposit. Any shortfall will be backcharged to and must be paid by the applicant. If there is a balance remaining in the escrow after payment of all fees related to the issuance of a permit, then the balance after the payment of all District costs will be refunded to the applicant without interest at that time. Any fees related to a permit charged by the City or the District subsequent to the issuance of a permit will be added to the permit holder's wastewater bill.

2. The District will charge the following fees and charges to any person who is or proposes to discharge industrial waste from within the District:

Permit Fee	\$25.00 monthly
Portion of District's Annual Wastewater Discharge Permit Fee as an "Other Political Subdivision"	Pro rata portion based on number of industrial waste permit holders and applicants located within the District at the time the fee is charged
Transfer Fee	Cost assessed by City plus \$ 25.00
Site Development Fee for Construction Plan Review and Inspection	Cost Assessed by City plus 10%
Building Plan Review Fee	Cost Assessed by City plus 10%
Sampling and Testing Charges	Cost Assessed by City plus 10%
Surcharge for Extra Strength Wastewater Discharge	Any permit holder found to be discharging extra strength wastewater as determined under Section 6.15 of the Industrial Waste Regulations (defined below) shall be assessed a pro rata portion of the surcharge assessed against the District by the City, plus 10% (payable in monthly installments)
Additional Rates and Charges	Additional rates and charges to be assessed to each permit holder shall be established on the basis of costs to the District and shall become effective at the time of adoption.

3. The District's rules and regulations related to the discharge of industrial waste within the District are set forth in the District's Order Adopting Industrial Waste Pretreatment Regulations, and Establishing Fees, Policies and Procedures Relating to Industrial Waste, as amended ("Industrial Waste Regulations").

C. Payment of Fees. Any party desiring to make a connection to the District's Systems must, at the time the application for connection is made, pay to the District's representative: (i) a fee designed to foster the general purposes and intent of the City of Austin's Capital Recovery Fee Ordinance, as amended from time to time, which the District is required to collect under Article III, Section C., Paragraph 3, of the Agreement Concerning Creation and Operation of Northtown Municipal Utility District, between the District and the City of Austin, (ii) the appropriate water fee and/or sewer tap fee, and (iii) the appropriate park development fee; and (iv) any application, inspection or other fees specified in this Order. No connection may be made until these fees are paid.

D. Tap, Grinder Pump and Inspection Fees.

1. The District's water tap fees are as follows:

Single Family:	\$600.00
Commercial	\$2,500 per tap, plus any cost of installation, including cost of meter and excavation

2. The District's sanitary sewer tap fees are as follows:

Single Family:	\$600 per FUE
Commercial:	\$2,000 per tap, plus any cost of installation, including excavation

3. The charge for each Grinder Pump, including installation of the Grinder Pump and control panel and up to 100 feet of electrical wiring from the control panel to the Grinder Pump will be \$2,000. If the control panel is located more than 100 feet from the Grinder Pump, an additional wiring fee of \$100 will be assessed, which will be assessed at the time of the installation.

4. a. The District's fee for the first inspection of the water tap for each single-family detached or single-family attached residence (with individual meters for each dwelling unit) is included in tap fee. The fee for any additional inspections is \$50 each, which must be paid to the District's representative at the time the inspection is requested.

b. The District's fee for the first inspection of the wastewater tap for each single-family detached or single-family attached residence (with individual meters for each dwelling unit) residence is included in tap fee.

c. The fee for the first inspection of a wet well constructed for a Grinder Pump and the tie-in to the wet well is \$50. The fee for any additional inspections is \$50

for each inspection, which must be paid to the District's representative at the time the inspection is requested.

d. The District's fee for the first inspection of the water tap for each commercial structure, including a multi-unit residential complex, will be determined based on time and materials required, and must be paid to the District's representative at the time the inspection is requested.

e. The District's fee for each inspection of the wastewater tap for each commercial structure, including a multi-unit residential complex, is \$75, which must be paid to the District's representative at the time the inspection is requested.

E. Plumbing Inspections. The District will conduct five inspections of new residential and commercial plumbing construction as required by The Plumbing License Law, Chapter 1301, *Texas Occupations Code* for new construction. An inspection will be conducted at the time the service line is constructed, at the time of plumbing rough-in, for copper, at top-out, and upon completion of construction. The fee for these inspections, which will be performed by an independent plumbing inspector retained by the District, will be as follows:

Single-family residential inspections:	\$300
Irrigation system inspections	\$ 60
Other (including inspections of each residential unit within a multi-unit residential complex):	To be determined by District's representative based on size and scope of project

In addition, an inspection will be performed on all new irrigation system plumbing installations at a cost of \$60 per inspection. If an inspection is failed, a re-inspection fee of \$60 will be assessed for each required re-inspection. If the property is not accessible for inspection at the time an inspection is scheduled, the inspection will be deemed to have been failed and a re-inspection fee will be assessed. Inspection fees relating to new improvements at an existing connection will be added to the customer's water and wastewater bill.

Inspection fees for inspection of any new single-family residence will be deducted from the builder's deposit required under Article III of this Order, and the builder will be required to replenish the deposit in order to return it to its required level before any additional inspections will be conducted. The District's representative will determine the estimated amount of inspection fees which will be applicable to any project other than a single-family residence and the builder or developer of the project will be required to deposit an amount equal to the estimate prior to the commencement of the required inspections. The actual cost of the inspections for the project will be deducted from the deposit and, if the District's representative determines at any time that the remaining balance on deposit will not be sufficient to cover the cost of the remaining inspections, the builder or developer will be required to replenish the deposit in an amount established by the District's representative before any additional inspections will be conducted. Any remaining balance on deposit will be refunded, without interest, upon completion of the builder's or developer's project..

F. Cross-Connection Inspection Fees. The District will conduct cross-connection inspections of any modifications to existing construction that affects the customer's plumbing, including remodeling, installation of irrigation systems and construction of swimming pools.

1. Residential. The District's cross-connection inspection fees for changes to existing residential property, other than multi-unit residential complexes, are as follows:

Rough-in	\$25
Service Line	\$25
Copper	\$25
Top out	\$25
Final	\$50
Backflow	\$75 for each device

The fee for each reinspection is \$50, except for reinspection of backflow prevention devices, for which the fee is \$75 per device. The District will charge a reinspection fee in addition to the original cross-connection inspection fee if the applicant's plumber misses the appointment for a scheduled inspection.

2. Commercial. The District's cross-connection inspection fee for changes to existing commercial construction, including a multi-unit residential complex, will be determined by the District's representative based upon the size and scope of each project.

G. Security Deposits, Generally. A security deposit must be paid to the District's representative by each customer other than a builder, developer or contractor subject to Article III of this Order prior to the District's providing service to that customer. Security deposits are not transferable and will be held by the District to assure the prompt payment of all bills for water and wastewater services to the customer and any other charges due and payable by the customer to the District. At its option, the District may apply all or any part of a customer's security deposit to any delinquent bill of the customer or other sum due and payable by the customer to the District. Upon discontinuation of service, whether because of the customer's delinquency or upon the customer's request, the deposit will be applied against all amounts due to the District, including any disconnection fees, penalties, judgments or other charges. Any portion of the deposit remaining after deduction of these amounts will be refunded to the customer. In no event will a security deposit bear interest for the benefit of the customer.

1. Residential Security Deposits. An initial security deposit of \$100 is required for each single-family dwelling unit (5/8 or 3/4 inch residential meter) occupied by the owner of the residence who initiated service prior to July 6, 2010 ("grandfathered customers"). Other than these grandfathered customers, an initial security deposit of \$150 is required for each single-family dwelling unit (5/8 or 3/4 inch residential meter), including separately-metered apartment or other multi-family units. If a residential customer is given notice of disconnection due to a failure to make timely payment of the District's utility bills and fails to pay all past-due amounts by the time and date specified on the notice of disconnection, then, regardless of whether or not service is physically disconnected, the District will require an additional security deposit of \$150 for each disconnection. This additional deposit and any reconnection fees must be paid prior to reconnection of service. Residential security deposits must be in the form of cash, money order or other form of payment acceptable to the District's representative.

2. Commercial and Irrigation Meter Security Deposits. A security deposit equivalent to 90 days' peak water and wastewater usage is required for each commercial customer, including a multi-unit residential complex, and for each irrigation meter. If historical usage information is not available, the amount of the deposit will be calculated based on \$100 per FUE. Commercial and irrigation meter security deposits must be in the form of cash, certified check or bond or letter of credit approved by the Board as to form and issuer. All commercial and irrigation meter security deposits will be subject to adjustment based upon annual usage patterns, which will be reviewed by the Board in July of each year. A commercial customer that elects to post a bond or letter of credit for its security deposit will be required to pay an additional \$100 annual service charge to defray the District's administrative expense relating to the bond or letter of credit.

H. Non-Refundable Application Fee. An application fee of \$36 must be paid by each customer, other than builder, developer or contractor subject to Article III of this Order, at the time service is requested and an account is opened, to cover administrative costs associated with establishing and servicing the account.

I. Park Development Fee. A park development fee of \$900 per dwelling unit equivalent must be paid to the District by each builder or developer for each property receiving services from or through the District. This fee must be paid coincident with the payment of the District's water and sanitary sewer tap fees or upon the District's approval of the construction plans, whichever is earlier. This fee will be set aside from other District revenues and used solely for the development, operation and maintenance of park, open space reclamation and recreational facilities.

J. Additional Charges. Any non-routine charges incurred by the District in connection with any water tap, sewer tap or inspection is the responsibility of the applicant and payable to the District upon demand.

III. Requirements of Builders, Developers and Contractors.

A. Homebuilder Deposit. Each homebuilder must deposit the sum of \$1,000 multiplied by that homebuilder's estimated number of housing starts within the District for three months or \$5,000, whichever is more, with the District's representative. This deposit will be placed in a separate account and will be refunded, without interest, to the builder on completion of the builder's homebuilding program within the District.

B. Developer Deposit. Each developer of a commercial project, including a multi-unit residential complex, or a residential subdivision within the District must deposit the sum of \$5,000 with the District's representative. This deposit will be placed in a separate account and will be refunded, without interest, to the developer on completion of the developer's project within the District.

C. Use of Deposit. The cost of all plumbing inspections performed under Article II, Section E of this Order will be deducted from the applicable builder's or developer's deposit established under this Article, and the builder or developer in question will be required, upon receipt of notice from the District's representative, to immediately replenish the deposit by the

amount of the inspection fees deducted in order to return the deposit to the amount required by Article. The cost of any repairs to the District's facilities caused by the builder's or developer's negligence or intentional acts; by the negligence or intentional acts of any contractor or subcontractor performing work associated with the builder's or developer's projects; the costs of any professional services incurred by the District due to builder or contractor damage, dumping or violations of the District's Rules; the cost of connections; the costs of any inspections other than plumbing inspections, and charges for water service and wastewater service which are not paid when due will be billed by the District's representative to the responsible builder or developer, and will be payable upon demand by the District. If, at any time, a builder or developer is delinquent in paying these bills for a period of 30 days, or is responsible for outstanding bills in the amount of \$200 or more, the District may transfer all or any part of its builder or developer deposit to the District's operating fund to pay these outstanding or delinquent bills in which case (i) the builder or developer will be required to immediately replenish the deposit by the amount transferred; or (ii) a homebuilder will be required to immediately increase its deposit to the sum of \$1,500 multiplied by the number of estimated starts by the builder over three months or \$7,500, whichever is more, and a developer will be required to increase its deposit to \$7,500. No additional water or sewer taps will be sold nor will any other approvals be issued to a builder or developer who is delinquent in the payment of any sums due to the District.

D. Contractors. Each builder or contractor within the District must pay the costs of any water service or wastewater service provided to it in accordance with the terms and provisions of this Order. Contractors may not withdraw water from any District fire hydrant unless the water is measured through a fire hydrant meter obtained and installed in accordance with Subsection E, below.

E. Fire Hydrant Meter and Deposit. No builder, developer, contractor or other person may temporarily connect to the District's water system or withdraw water from the District's system through a fire hydrant unless it utilizes a fire hydrant meter obtained from and assigned to it by the District. The assigned fire hydrant meter must be attached directly to the fire hydrant and must be used when making a temporary water connection for construction, street cleaning, or other construction-related activities, unless the District agrees otherwise. In addition, directly downstream from the fire hydrant meter, the builder, developer, contractor or other person must install a reduced pressure Backflow Prevention Device or a Code-approved air gap. A security deposit of \$1,500 must be paid to the District's representative at the time the meter is issued. This deposit will be held by the District and will be refunded, without interest, at the completion of the builder's or contractor's construction program within the District. No deposit will be required if the use of a fire hydrant is required by the contractor's construction agreement with the District. A violation of this metering requirement or the Backflow Prevention Device requirement will result in the offending party being subject to a fine in the amount of \$5,000 per violation. The District may deduct the amount of any fines imposed as a result of a builder's, developer's or contractor's violation of this requirement from the meter deposit and may further require that the builder, developer or contractor replenish the deposit by an amount equivalent to the total deducted.

IV. Water and Wastewater Service.

A. Applications for Service. Any party desiring to receive service from the District's water or wastewater systems must make an application for service to the District's representative in the form approved by the Board. In cases when the property owner is not the occupant of the premises, the District's representative may require both parties to sign an agreement specifying who is responsible for the bills and deposits.

B. Water and Sewer Service Rates. The following rates and charges for the sale of water and the collection and disposal of sewage will be in effect for all customers of the District effective for billings on or after January 1, 2023.

1. General Provisions.

a. Bills for sewer service will be computed based on the lesser of (i) the average amount of water used by the customer during the winter season based upon the average of the monthly readings of the customer's water meter during the winter-averaging period, or (ii) the customer's actual water usage.

b. If a separately metered single-family residential dwelling unit does not have an acceptable history of water usage during the winter-averaging period, the customer's monthly sewer bill will be based on the lesser of (i) 8,000 gallons, or (ii) the customer's actual water usage.

c. If any customer other than those covered by 1.b. does not have an acceptable history of water usage during the winter-averaging period, the customer's monthly sewer bill will be calculated based upon the customer's current monthly water usage.

d. A customer receiving water through an irrigation-only meter approved by the District will not be billed for sewer services unless the customer uses water for irrigation purposes during the winter-averaging period. If the customer uses water during the winter-averaging period, then the customer will be billed for sewer services based on the winter average that has been established for the irrigation meter due to the fact that the District is charged for wholesale wastewater service based upon the District's total water usage during the winter-averaging period. If a customer's irrigation water service is terminated during any period within which wastewater charges are being assessed as a result of water usage by the customer during the winter averaging period, the customer will remain responsible for the payment of those wastewater charges, notwithstanding the termination of the customer's water service, until a new winter average has been established for the customer's irrigation meter. Any sums coming due under this section may be deducted from the customer's security deposit.

2. Monthly Charges for separately metered, single-family residential customers (5/8 or 3/4 inch meter):

- a. Basic Service Rate: \$37.00 per dwelling unit
- b. Monthly In-District Sewer Rate per 1,000 gallons: \$ 6.89

c. Monthly In-District Water Rates per 1,000 gallons::

0 – 7,000 gallons	\$ 5.08
7,001 - 12,000 gallons	\$ 5.91
12,001 - 17,000 gallons	\$ 6.69
over 17,000 gallons	\$ 7.59

3. Monthly Charges for multi-unit residential complexes:

a. Basic Service Rate:

(i) For multi-unit residential complexes with customer-contracted dumpster/trash collection service: \$22.90 per FUE, based on meter size;

(ii) for Parkside Condominiums: \$37.00 per dwelling unit (the total Basic Service Rate is \$5,328, calculated based on 144 dwelling units);

(iii) for other multi-unit residential complexes: To be determined at the time of connection.

b. Water Commodity Charge (per 1,000 gallons), where “Base” means the customer’s average water usage during the winter-averaging period, as established under this Order:

<u>Gallons Used</u>	<u>Commodity Charge</u>
0 - Base	\$ 5.08
Over Base to Base x 1.50	\$ 5.91
Over Base x 1.50 to Base x 1.75	\$ 6.69
Over Base x 1.75	\$ 7.59

c. Sewer Commodity Charge
(per 1,000 gallons): \$ 6.89

4. Commercial Customers, other than multi-unit residential complexes:

a. Basic Service Rate: \$22.90 per FUE, based on meter size;

(ii) Water Commodity Charge (per 1,000 gallons), where “Base” means the customer’s average water usage during

the winter-averaging period, as established under this Order:

<u>Gallons Used</u>	<u>Commodity Charge</u>
0 - Base	\$ 5.08
Over Base to Base x 1.50	\$ 5.91
Over Base x 1.50 to Base x 1.75	\$ 6.69
Over Base x 1.75	\$ 7.59
b. <u>Sewer Commodity Charge</u> (per 1,000 gallons):	\$ 6.89

5. Monthly Irrigation Meter Rates.

- a. Basic service rate: \$22.90 per FUE
- b. Standard Water Commodity Charge per 1,000 gallons, where "Base" means 7,000 gallons per FUE, based on irrigation meter size, as established under this Order :

0 – Base	\$ 5.08
Over Base to Base x 1.50	\$ 5.91
Over Base x 1.50 to Base x 1.75	\$ 6.69
Over Base x 1.75	\$ 7.59
- c. Rate per 1,000 gallons for usage during winter-averaging period or when water use restrictions are applicable:
\$ 7.59
- d. If a customer utilizing an irrigation meter has a history of water usage through the meter during the previous winter-averaging period, then, in addition to applicable water commodity charges, the customer will be assessed a surcharged based on (i) the average amount of water utilized by the customer during the preceding winter-averaging period and (ii) the sewer commodity charge specified in Subsection IV.B.3.c., above.

6. Monthly In-District Fire Hydrant Rates per Fire Hydrant Meter:

- a. Monthly Service Availability Charge \$100.00
- b. Commodity Charge per 1,000 gallons:

(1) Standard rate: \$ 5.08

(2) Rate during winter averaging period: \$ 7.59

7. Monthly Out-of-District Sewer Rates \$ 8.90 per 1,000 gallons

C. Temporary Water and Wastewater Service. Temporary water and wastewater service will be provided for a five calendar-day period for the purpose of maintaining rental property or unoccupied property that is for sale. A flat fee of \$75 must be paid to the District's representative at the time the temporary service is requested. The fee is nonrefundable, and will be used to cover the cost of initiating and terminating service, and water and wastewater used during the connection period.

D. Grinder Pump Regulations.

1. Grinder Pump Installation. All Grinder Pumps required to serve any customer within the District must be obtained from and installed by the District's contractor. Installation must be scheduled through the District's representative, Crossroads Utility Services, LLC, at (512) 246-1400 a minimum of 15 business days in advance of the date the installation is required. No modification or repair of any Grinder Pump or control panel may be made by the customer after installation. Modifying, tampering with or disabling the alarm on any Grinder Pump is prohibited and constitutes a violation of this Order. All Grinder Pumps will be District property, and any repair or replacement must be performed by the District or its designated contractor.

2. Wet Well and Tie-In. The construction of the wet well required for the Grinder Pump and the installation of the residential wastewater service line tie-in to the wet well will be the responsibility of the customer. The wet well construction and installation of the tie-in must be in accordance with the schematic and specifications attached as Exhibit C and Exhibit D, respectively. Both the wet well and tie-in must be located in a District easement adjacent to the street. Each wet well and tie-in will be inspected by the District for compliance with the District's specifications at the time the Grinder Pump is installed. If the well and/or tie-in are not in compliance with the attached schematic and specifications, the non-compliance will be required to be corrected and re-inspected before the Grinder Pump is installed. The customer will be required to pay any additional charges incurred by the District due to any non-compliance.

3. Control Panel. Each customer must designate and maintain a permanent location on his or her residence for the installation of a control panel for the District Grinder Pump. The location must be on the exterior of the residence and visible from the street. A fuseable disconnect at the designated Grinder Pump control panel location is required. No plantings, fencing or other improvements which would obstruct the visibility of a control panel will be permitted. The control panel and alarm system for each Grinder Pump will constitute District property, and may not be tampered with or modified, nor may the alarm be disabled.

V. Service Commitments.

A. Statement of Policy. The Board of Directors of the District has determined that it

is in the best interest of the District that requests for service commitments be processed as provided in this Article, in order to assure the integrity of the District's Systems; enable the District to plan for future needs; assure the ability of the District to provide service on a uniform, nondiscriminatory basis and provide standard criteria for the evaluation, issuance and retention of service commitments.

Service commitments issued by the District will be subject to completion of all necessary facilities and payment of all applicable fees, and subject to all of the terms and conditions of the District's contracts with the City of Austin and the policies and procedures of the District, including this Order.

B. Application. Any applicant desiring a service commitment from the District must submit the following to the Board or its designated representative:

1. Eight copies of an application for service commitment, on a form promulgated by the District, executed by the owners of the property for which the service commitment is being requested. The application must include an agreement on the part of the applicant to pay the District's costs in connection with the evaluation of the service commitment application, and to grant without compensation all easements required by the District to serve the property.

2. Eight copies of a utility plan showing the property, the proposed utility facilities and sizing, any required easements, and all drainage patterns.

3. Eight copies of a preliminary engineering report, including a land use plan and final subdivision plat supporting the level of service for which the Service Commitment is being requested.

4. Proof of ownership of the property, and proof of identity.

5. A non-refundable filing fee in the amount of \$100.

C. Review.

1. A copy of the application and supporting documentation will be forwarded to the District's engineer, who will review it and determine the level of service requested; if the District's Systems are sufficient to provide the level of service requested; if the level of service requested is reasonable and necessary for the uses contemplated; and if the capacity requested to be allocated is available.

2. The District's engineer will prepare a written report to the Board, which will be presented and considered at the first Board meeting following the expiration of 60 days from the date the application and all required supporting documentation is filed.

D. Fees. If the Board approves an application for a service commitment, the Applicant will be required to pay one-half of the estimated tap, inspection and park fees, as determined by the District's general manager before the commitment becomes effective. Service commitments will be issued for specific tracts, and will be non-transferable. Prepaid tap,

inspection and park fees are nonrefundable. In the event of termination of a service commitment to a tract, these fees will be held by the District and credited against the fees applicable to the tract in question when service is ultimately requested. If the ultimate use of a tract that has been issued a service commitment requires a meter of a size other than the size upon which the estimated tap fee was based, the District's Representative may make any adjustments that are necessary at the time the tap is installed, so that the tap fee collected will correspond to the size of meter installed. The actual tap, inspection and park fees applicable to a tract will be determined at the time service is requested, based upon the District's actual rates and charges in effect at that time. Any shortfall between the estimated fees and the actual fees must be paid prior to the time service is connected. Any excess of the estimated fees over the actual fees will be credited against the customer's future sewer billings.

VI. Disconnection and Reconnection; Administrative Fees.

If a customer is given notice of disconnection and all past-due amounts are not paid by the time and date specified on the notice of disconnection, then, regardless of whether or not service has been physically disconnected, the customer will be required to pay all past-due amounts, any additional security deposit required by this Order and the administrative fee specified in this Section. If service has been physically disconnected, all of such fees must be paid prior to service being reconnected. Service will be reconnected on the same day if payment is made prior to 2:00 p.m. If payment is tendered after 2:00 p.m., the customer will be required to pay the after-hours administrative fee in order to obtain same-day reconnection of service. The following fees will apply:

1. Water System

- | | | |
|----|--|---------------------|
| a. | When meter removed | \$ 100 |
| b. | When meter not removed | \$ 40 |
| c. | After-hours administrative fee
(when reconnection requested
or payment made after 2:00 p.m.) | above fee plus \$35 |

2. Wastewater System - Two times the cost to the District.

VII. Regulatory Assessment.

A regulatory assessment charge of ½% of retail water and sewer charges will be added to each customer's monthly billing commencing with all billings rendered by the District. The assessments will be remitted by the District to the Commission and are to be used by the Commission in performing its regulatory duties and in providing technical assistance and training to utilities.

VIII. Metering.

A. Meter requirements.

1. Use of Meter. All water sold by the District will be charged for by meter measurements.

2. Installation by District. The District will provide and install and will continue to own and maintain all meters necessary for the measurement of water to its customers.

3. Standard Type. The District will not furnish, set up, or put in use any meter which is not reliable and of a standard type which meets industry standards; provided, however, special meters not necessarily conforming to these standards may be used for investigation or experimental purposes.

B. Meter Readings.

1. Meter Unit Indication. In general, each meter will indicate clearly the gallons of water or other units of service for which charge is made to the customer.

2. Reading of Meters. As a matter of general practice, service meters will be read at monthly intervals, and as nearly as possible on the corresponding day of each meter reading period, but may be read at other than monthly intervals if the circumstances warrant.

C. Bill Adjustment Due to Meter Error. If any meter is found to be outside of the accuracy standards established by the American Water Works Association, proper correction will be made of previous readings for the period of two months immediately preceding the removal of the meter from service for the test, or from the time the meter was in service since last tested, but not exceeding two months, as the meter will have been shown to be in error by such test, and adjusted bills will be rendered. No refund is required from the District except to the customer last served by the meter prior to the testing. If a meter is found not to have registered for any period, to have been bypassed or tampered with, to have not been installed, or is, for any reason, unable to be located, the District's representative will make a charge for units used, based on amounts used under similar conditions during the preceding or subsequent period or during corresponding periods in previous years, or used by similar users under similar circumstances.

D. Meter Tampering. All water meters used to measure the water delivered to a District customer by the District are District property and meter tampering is strictly prohibited. For purposes of this section, "meter tampering" or any similar term means tampering with a water meter or other District equipment; damaging, destroying or altering a meter; bypassing a meter; reconnecting service without authorization to do so, whether the disconnection was due to non-payment or for any other reason; installing a lock or other device on a meter or otherwise impairing the ability of the District or its authorized representative to terminate service; any other instance of alteration, modification, diversion or bypass, including physically disorienting a meter, attaching objects to a meter, including in order to divert service or to bypass the meter, inserting objects into the meter, or using other electrical or mechanical means to tamper with, bypass, or divert water service; failing to have a meter installed or covering or physically obstructing the location of the meter. Meter tampering or bypass or diversion of service is prohibited. Reconnecting service without authorization will be prosecuted as theft of service. Any party who tampers with a District meter or takes water from an unmetered or other unauthorized connection to the District's Systems will be subject to a penalty in the amount of \$5,000 per violation, each day of which will constitute a separate violation, and will also be liable for the costs of all water unmeasured or diverted as a result, together with all attorney's fees incurred by the District and costs of court. The District may offset a customer's deposit

against the amount of any penalties or costs imposed as a result of a violation of this section and may further require that the deposit be replaced and any unpaid penalties and costs paid before service is reconnected.

E. Meter Re-reads and Meter Tests. The District's representative will, upon request of a customer, re-read the customer's meter. Upon receipt of a request, the District's representative will advise the customer that, if the meter reading proves accurate, the customer will be billed for the cost of the meter re-read. If, upon re-reading the meter, the original reading is found to be correct, the District will charge the customer a fee to cover the cost of the re-read. If the original reading is found to be incorrect, there will be no charge to the customer.

The District's representative will, upon request of a customer, "bucket-test" the accuracy of the customer's meter. Upon receipt of a request, the District's representative will advise the customer that, if the meter test proves accurate, the customer will be billed for the cost of the test. If, upon testing the meter, the meter is found to be accurate, the District will charge the customer a fee to cover the cost of the test. If the meter is found to be inaccurate, there will be no charge to the customer.

If a customer requests that a meter be pulled and tested for accuracy, the customer will be responsible for all costs incurred by the District in removing and testing the meter unless the meter registers more than two percent above or below the test result under reasonable flow quantities, in which event the costs will be borne by the District. The customer may receive a copy of the test report upon request.

F. Meter Test Facilities and Equipment.

1. The accuracy of a water meter will be tested by comparing the actual amount of water passing through it with the amount indicated on the dial. The test will be conducted in accordance with the standards for testing cold water meters as prescribed by the American Water Works Association.

2. The District will provide the necessary standard facilities, instruments, and other equipment for testing its meters in compliance with these sections.

G. Meter Test Measurement Standards.

1. Measuring devices for meter tests may consist of a calibrated tank for volumetric measurement or tank mounted upon scales for weight measurement. If a volumetric standard is used, it will be accompanied by a certificate of accuracy from any standard laboratory. If a weight standard is used, the scales will be tested and calibrated periodically by such approved laboratory and a record maintained of the results of the test.

2. Standards used for meter testing will be of a capacity sufficient to insure accurate determination of accuracy.

3. A standard meter may be provided and used by the District for the purpose of testing meters in place. This standard meter will be tested and calibrated periodically to insure its accuracy within the limits required by these sections. In any event, these tests will be made at

least once per year while the standard meter is in use, and a record of such tests will be kept by the District's representative.

H. Meter Test Prior to Installation. No meter will be placed in service unless its accuracy has been established. If any meter is removed from service, it must be properly tested and adjusted before being placed in service again. No meter will be placed in service if its accuracy falls outside the limits as specified by the American Water Works Association.

IX. Rendering and Form of Bills.

A. Bills for water and sewer service will be rendered monthly. Service initiated less than one week before the next billing cycle may be billed with the following month's bill. Bills will be rendered as promptly as possible following the reading of meters. One bill will be rendered for each meter.

B. Information to be Included on the Bill. The customer's bill will show the following information, if applicable (and be arranged so as to allow the customer to readily compute his bill using a copy of the applicable rate schedule, which will be mailed to the customer on request):

- (i) the date of reading, current reading and the previous reading;
- (ii) (the number of gallons metered;
- (iii) the total amount due for water service and separately stated, the total amount due for sewer service, and total surcharge;
- (iv) the due date of the bill;
- (v) the total amount due as penalty for nonpayment within a designated period;
- (vi) the local telephone number or toll free number where the District's representative can be reached.

C. Payment Obligation. If a customer does not receive a bill or bills, his obligation to make payment for services rendered is not diminished or released.

D. Overbilling and Underbilling. If billings for District services are found to differ from the District's rates for the services, or if the District fails to bill the customer for services, a billing adjustment will be calculated by the District. If the customer is due a refund, an adjustment will be made for the entire period of the overcharges. If the customer was undercharged, the District will backbill the customer for the amount of the commodity actually used by the customer and may backbill at the actual cost of the commodity to the District. If the underbilling is \$25 or more, the District will offer the customer a deferred payment plan option for the same length of time as that of the underbilling. In cases of meter tampering, bypass, or diversion, the District may, but is not required to, offer a customer a deferred payment plan.

E. Prorated Charges. When a bill is issued for a period of less than one month, charges will be computed as follows: For metered service, service shall be billed for the amount metered and the minimum charge will be the applicable minimum as shown in this Order prorated for the number of days service was provided. For flat-rate service, the charge shall be prorated on the basis of the proportionate part of the period during which service was rendered.

F. Disputed Bills.

1. A customer may advise the District that a bill is in dispute by written notice to the District's representative. A dispute must be registered with the District prior to the date of proposed discontinuance for a customer to avoid discontinuance of service as provided by these sections.

2. Notwithstanding any other section of this Order, the customer is not required to pay the disputed portion of a bill which exceeds the amount of that customer's average monthly usage at current rates pending the completion of the determination of the dispute. For purposes of this section only, the customer's average monthly usage at current rates is the average of the customer's gross District service for the preceding 12-month period. If no previous usage history exists, consumption for purposes of calculating the average monthly usage will be estimated on the basis of usage levels of similar customers and under similar conditions.

3. Notwithstanding any other section of this Order, a customer's service is not subject to discontinuance for nonpayment of that portion of a bill under dispute pending the completion of the determination of the dispute. The customer is obligated to pay any billings not disputed under Section XI of this Order (relating to Delinquent Accounts).

G. Adjusted Bills Due to Meter Tampering. If meter tampering occurs, a customer's bill may be determined based on any of the following methodologies:

(i) based upon service consumed by that customer at that location under similar conditions during periods preceding the initiation of meter tampering. An estimated bill will be based on at least 12 consecutive months of comparable usage history of that customer, when available, or a lesser history if the customer has not been served at that location for 12 months. This subsection does not prohibit the District from using another method of calculating a bill for unmetered water when the District's representative determines that another method is more appropriate

(ii) based upon that customer's usage at that location after the meter tampering has been corrected; or

(iii) where the amount of actual unmetered consumption can be calculated by industry-recognized testing procedures, the bill may be calculated for the consumption over the entire period of meter bypassing.

In addition to charges under this section, the customer will be responsible for all penalties and charges imposed under Subsection D, above and Subsection H, below.

H. Equipment Damage Charges. The District will charge for all labor, material, equipment, and other costs necessary to repair or replace equipment damaged due to meter tampering, service diversion, or the discharge of wastewater which the District's system cannot properly treat. The District will charge for all costs incurred to correct any instance of meter tampering, service diversion or unauthorized taps where there is no equipment damage, including incidents where service is reconnected without authority. An itemized bill of these charges will be provided to the customer.

X. Delinquent Accounts.

A. The District will bill each customer monthly for all services rendered in the preceding month, in substantial compliance with the procedures established in the City of Austin Utility Service Regulations. All bills will be considered past due and become delinquent if not paid in good funds by the third day after the date of issuance ("Due Date"). If the due date falls on a Saturday, Sunday, or legal holiday on which banks are required to close in the State of Texas, the applicable period will be extended to the next business day. The customer will be subject to termination of service, if full payment, including late fees, is not received by the 10th day of the month ("Delinquency Date").

B. A late charge of ten percent (10%) of the amount of the bill will be added on the Delinquency Date and this late fee shall continue to be assessed each month while the delinquent amount remains unpaid; provided, however, that the District will not impose a late fee for nonpayment of a bill due during an "Extreme Weather Emergency", as that term is defined in Section 13.151 of the Texas Water Code, until after the Extreme Weather Emergency.

C. In the event that, due to non-payment of any sums due under this Rate Order which are not paid when due, the District institutes suit for the collection of any unpaid amounts, the District will be entitled to recover interest thereon at the maximum legal rate and reasonable attorneys' fees and costs of court from the responsible party.

D. The District will have the right to charge any customer who pays his or her bill with a check which is dishonored an amount established from time to time by the District's representative, which amount will be based on the prevailing or usual charges made for dishonored checks and drafts by other vendors in the same general area as the District. If a customer pays his or her account with a check that is dishonored, the District reserves the right to refuse to accept further checks from the customer and to require all future payments to be made by certified check, money order, cash, or credit or debit card.

E. Notification of Alternative Payment Programs or Payment Assistance.

(i) If a customer contacts the District's representative to discuss his inability to pay a bill or indicates that he is in need of assistance with his bill payment, the District's representative will inform the customer of all available alternative payment and payment assistance programs available from the District, such as deferred payment plans, as applicable, and of the eligibility requirements and procedure for applying for them. A deferred payment plan is any arrangement or agreement between the District and a customer in which an outstanding bill will be paid in installments that extend beyond the

due date of the next bill. All deferred payment agreements must be in writing. The District's representative may suspend the termination of services to customers for up to 30 days based upon the District's representative's determination that the customer is making a good faith effort to pay the District's account; however, extensions beyond 30 days must be approved by the Board.

(ii) If a customer affected by an Extreme Weather Emergency requests a deferred payment plan within 30 days following the Extreme Weather Emergency, the District's representative must offer the customer a deferred payment plan and a deadline for accepting the plan. The deferred payment plan offered must be written in plain language in English and, if requested, Spanish; identify the total amount due and, if payment is to be made in multiple installments, the number of installments and the amount of each installment; identify the deadline for payment or, if payment is to be made in multiple installments, the deadline for each installment; identify the dates that the Extreme Weather Emergency occurred, and the due dates and amounts owed of any bills that were due during the Extreme Weather Emergency; and include a statement in a clear and conspicuous type that states "If you are not satisfied with this agreement, or if the agreement was made by telephone and you feel this does not reflect your understanding of that agreement, contact Crossroads Utility Services at (512) 246-1400." The deferred payment plan may include a finance charge, conspicuously stated on the payment schedule, for late fees on the payment schedule not to exceed an annual rate of 10 percent simple interest, and may require payment in one or more installments. The payment plan must be reduced to writing and provided to the customer.

F. Post-Bankruptcy Services. In the event of bankruptcy of any District customer, amounts due for pre-bankruptcy services will be posted to the customer's existing account and amounts due for post-bankruptcy services will be posted to a separate account. The customer will be required to provide the District with adequate assurance of payment for services rendered after the date of the bankruptcy filing, in the form of a security deposit satisfying the requirements of this Order. Any existing security deposit will be held by the District as security for sums due for pre-bankruptcy services and will not be credited towards the security deposit for post-bankruptcy services. If the customer fails to furnish the required security deposit for post-bankruptcy services to the District, the District may discontinue service to the customer in accordance with the provisions of this Order.

XI. Termination of Service.

A. Disconnection with Notice. District service may be disconnected after proper notice for any of the following reasons:

- (i) within 30 days from the date of the issuance of a currently delinquent bill, the customer has neither paid the delinquent bill and all currently past due bills nor entered into, and commenced paying under, a written deferred payment agreement;
- (ii) the customer has defaulted in the obligations under any deferred payment agreement;

(iii) violation of the District's Rules pertaining to the use of service in a manner which interferes with the service of others or the operation of non-standard equipment, if a reasonable attempt has been made to notify the customer and the customer is provided with a reasonable opportunity to remedy the situation; or

(iv) failure to comply with deposit arrangements where required by Article II of this Order.

B. Disconnection Without Notice. District service may be disconnected without notice where a known dangerous condition related to the type of service provided exists for as long as the condition exists, where service is connected without authority by a person who has not made application for service or who has reconnected service without authority following termination of service for nonpayment, or in instances of tampering with the District's meter or equipment, bypassing the same, or other instances of diversion. Where reasonable, given the nature of the hazardous condition, a written statement providing notice of and the reason for disconnection will be posted at the place of common entry or upon the front door of each affected structure as soon as possible after service has been disconnected.

C. Disconnection Prohibited. District service will not be disconnected in the following circumstances:

(i) due to delinquency in payment for District service by a previous occupant of the premises;

(ii) due to a failure to pay the account of another customer as guarantor, unless the District has in writing required the guarantee as a condition precedent to service;

(iii) if the customer has notified the District's representative of the customer's desire to protest the disconnection, in which case the District will comply with the procedures set forth in Section E prior to disconnecting the customer's service; or

(iv) due to nonpayment of a bill due during an Extreme Weather Emergency, until after the Extreme Weather Emergency.

If a customer has requested a deferred payment plan pursuant to Section X.E.(ii) of this Order, the District may not disconnect service to that customer until after the deferred payment plan has been offered and the customer has either declined to accept the deferred payment plan in a timely fashion or violated the terms of the deferred payment plan. Any preexisting disconnection notices issued to a customer for nonpayment of a bill due during an Extreme Weather Emergency are suspended upon the timely request for a deferred payment plan under Section X.E.(ii) of this Order. If the customer does not timely accept the offered a deferred payment plan or violates the terms of the deferred payment plan, any suspended disconnection notices are reinstated, and the entity may renegotiate the terms of the payment schedule or disconnect service on or after the disconnection date listed on the disconnection notice. If the customer does not timely accept the offered deferred payment plan or violates the terms of the deferred payment plan and there is not a preexisting disconnection notice, the entity must issue a disconnection notice pursuant to Section XI.A. of this Order prior to disconnecting the water or sewer service of the customer.

D. Notice of Disconnection of Service.

1. Mailed Notice. Proper notice of disconnection of service consists of a separate mailing by first class mail, postage prepaid, at least 10 days prior to a stated date of disconnection, with the words “**termination notice**” or similar language prominently displayed on the notice. The information included in the notice will be provided in English and Spanish if necessary to adequately inform the customer. A statement notifying the customer that, if they are in need of assistance with payment of their bill, they may be eligible for alternative payment programs, such as deferred payment plans, and to contact the District’s representative for more information will also be attached to or on the face of the termination. The notice will advise the customer of the basis for the District’s decision to disconnect service and that the customer has the right to request a hearing by contacting the District’s representative at least 48 hours before the stated date of disconnection. The District’s representative’s telephone number will appear on the notice, together with information regarding appropriate times to contact the representative. If notice is mailed, the stated date of disconnection will not fall on a holiday or weekend, but will be the next working day after the 10th day. Payment at the District’s authorized payment agency is considered payment to the District. The District will not issue a termination notice to the customer earlier than the first day a bill becomes delinquent, so that reasonable time is allowed to ascertain receipt of payment by mail or at the District’s authorized payment agency.

E. Customer Appeal Procedures.

1. Informal Hearing. Upon receipt of a customer’s request to protest the termination of service, the District’s representative will schedule an informal hearing with the customer and his representative prior to disconnection. The presiding officer at the informal hearing will be an individual who did not participate in the initial decision to pursue disconnection of the customer’s service. The customer will be allowed to question the District’s billing representative at the informal hearing regarding the basis for the decision to terminate service and present any testimony or evidence regarding the termination of service or its basis. The presiding officer will render a decision on the matter and state reasons for the decision and the grounds upon which the decision is based.

2. Appeal. The customer may appeal the decision of the presiding officer to the District’s Board. If the customer posts a bond in an amount sufficient to cover the cost determined by the presiding officer to be due, the District will not proceed with termination of the customer’s service until a final decision is made by the Board.

F. Disconnection. If payment of all delinquent and past due amounts has not been made by 5:00 p.m. on the date specified by written notice to the customer, and no other arrangements for payment have been made, service will be disconnected. In order to reconnect service, the customer must pay all delinquent and past-due amounts, plus any additional security deposit required by the terms of this Order and the applicable reconnect fee. The reconnect fee will be due regardless of whether or not service has been physically disconnected. If payment is tendered after 2:00 p.m. on the date of disconnection, the customer must pay the after-hours reconnect fee in order to obtain same-day reconnection of service. If a customer defaults under a payment plan entered into with the District, termination procedures will immediately be initiated.

G. Disconnection on Holidays or Weekends. Unless a dangerous condition related to the type of service provided exists or the customer requests disconnection, service will not be disconnected on a day, or on a day immediately preceding a day, when personnel of the District are not available to the public for the purpose of making collections and reconnecting service.

H. Disconnection for Ill and Disabled. The District will not discontinue service to a delinquent residential customer permanently residing in an individually-metered dwelling unit when that customer establishes that discontinuance of service will result in some person residing at the residence becoming seriously ill or more seriously ill. Each time a customer seeks to avoid termination of service under this section, the customer must have the attending physician (for purposes of this section, the term "physician" means any public health official, including medical doctors, doctors of osteopathy, nurse practitioners, registered nurses, and any other similar public health official) call or contact the District's representative within 15 days of issuance of the bill. A written statement must be received by the District's representative from the physician within 30 days of the issuance of the bill. The customer who makes such request must enter into a deferred payment plan with the District.

I. Reconnection of Services. If service is discontinued for any reason, service will be reconnected within 24 hours of payment in full of the past due bill and any other outstanding charges, including any additional security deposit required by this Order, and the applicable reconnect fee.

J. Meter Removal. The District's representative will remove a customer's water meter if the customer illegally restores his service without payment of his delinquent account.

XII. Continuity of Service.

A. Service Interruptions.

1. The District will make all reasonable efforts to prevent interruptions of service. When interruptions occur, the District will re-establish service within the shortest possible time.

2. The District will make reasonable provisions to meet emergencies resulting from failure of service, and the District will issue instructions to its employees covering procedures to be followed in the event of emergency in order to prevent or mitigate interruption or impairment of service.

3. In the event of national emergency or local disaster resulting in disruption of normal service, the District may, in the public interest, interrupt service to other customers to provide necessary service to civil defense or other emergency service agencies on a temporary basis until normal service to these agencies can be restored.

B. Record of Interruption. Except for momentary interruptions due to automatic equipment operations, the District's representative will keep a complete record of all interruptions, both emergency and scheduled. This record will show the cause for interruptions, date, time, duration, location, approximate number of customers affected, and, in cases of emergency interruptions, the remedy and steps taken to prevent recurrence.

XIII. Customer Service Agreement and Plumbing Regulations.

A. Authority. Under the requirements of the Chapter 341, Subchapter C of the *Texas Health & Safety Code* and 30 *Texas Administrative Code* § 290.46(i), the District is required to adopt rules to allow for proper enforcement of the requirements of the Commission.

B. Applicability. All customers receiving water and/or wastewater utility service from the District are subject to the requirements of this Section. The provisions of this Section constitute a service agreement between the District and each customer receiving utility services from the District. By requesting and/or accepting utility service from the District, each customer agrees to comply with the provisions of this Section.

C. Purpose. The District is responsible for protecting the drinking water supply from contamination or pollution which could result from improper plumbing practices. The purpose of this section is to notify each customer of the plumbing restrictions which are in place to provide this protection. The District enforces these restrictions to ensure the public health and welfare. Each customer must agree to comply with this section as a condition to receiving water and/or wastewater services from the District.

D. Plumbing Restrictions. The following undesirable plumbing practices are prohibited:

1. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination must be isolated from the public water system by a Code-approved air-gap or an appropriate Backflow Prevention Device.

2. No cross-connection between the public drinking water supply and a private water system is permitted. These potential threats to the public drinking water supply must be eliminated at the service connection by the installation of an air-gap or a reduced pressure-zone Backflow Prevention Device.

3. No connection which allows water to be returned to the public drinking water supply is permitted.

4. No pipe or pipe fitting which contains more than eight percent (8.0%) lead may be used for the installation or repair of plumbing at any connection which provides water for human use.

5. No solder or flux which contains more than two-tenths of one percent (0.2%) lead can be used for the installation or repair of plumbing at any connection which provides water for human use.

6. Copper water lines, including customer service lines, will not be permitted unless completely wrapped with an impermeable material approved by the District's representative at the time of installation, and such installation is inspected by the District's representative prior to the time the lines are covered..

E. Service Conditions. The following are the terms for the provision of service between the District and each customer of the District:

1. The customer must comply with the provisions of these Rules as long as the customer is receiving service from the District.

2. The customer must allow his or her property to be inspected for possible cross-connections and other undesirable plumbing practices as required by Article XIV. These inspections will be conducted by the District or its designated agent prior to initiating service and may be conducted periodically thereafter. All inspections will be conducted during the District's normal business hours.

3. The District will notify the customer in writing of any cross-connection or other undesirable plumbing practice which has been identified during the initial inspection or periodic reinspection.

4. The customer must immediately correct any undesirable plumbing practice on his premises.

5. The customer must, at his expense, properly install, test, and maintain any Backflow Prevention Device required by the District. Copies of all testing and maintenance records must be provided to the District.

F. Backflow Prevention Devices.

1. If there is an actual or potential source of contamination, pollution or hazard to the District's water system, no connection may be made to the District's water system unless:

a. there is a Code-approved air gap between the potential source of contamination, pollution or hazard and the drinking water supply; or

b. a Backflow Prevention Device is installed between the potential source of contamination, pollution or hazard and the drinking water supply.

2. A Backflow Prevention Device must be tested upon installation. The test must be conducted by an individual who has completed a Commission-approved course on cross-connection control and backflow prevention and passed an exam administered by the Commission or its agent ("Recognized Tester"). The Recognized Tester must certify that the Backflow Prevention Device is operating within specifications and present evidence that the gauges used in the test have been calibrated and tested for accuracy in accordance with American Water Works Association or University of Southern California standards and that the Recognized Tester is currently certified to conduct Backflow Prevention Device tests.

3. A Backflow Prevention Device that is installed to protect against cross-connection, potential cross-connection, or other situation involving any substances that could cause death, illness, spread of disease, or has a high probability of causing such effects if introduced into the potable drinking water supply must be inspected and certified to be operating

within American Water Works Association or University of Southern California specifications at least annually by a Recognized Tester. All test and maintenance reports must be completed using a Commission form, or a form that contains the same information, and must be filed with the District within 30 days regardless of whether the test indicates a passed or failed test.

4. The District will maintain test and maintenance reports for a period of at least three years.

G. Enforcement. Any customer who fails to comply with the terms of this Article may be assessed a penalty as provided in Article XVIII of this Order. In addition, the District may terminate service and/or properly install, test, and maintain an appropriate backflow prevention device at the service connection. Any expenses associated with the enforcement of this Article will be billed to and must be paid by the responsible customer.

XIV. Customer Service Inspections.

A. Authority. 30 *Texas Administrative Code* §290.46(j) requires the District to adopt rules providing for the conduct and certification of customer service inspections.

B. Inspections. The applicant for service or customer must submit a completed customer service inspection certification to the District in the following instances:

1. before the District provides continuous and adequate service to new construction;
2. when the District has reason to believe that cross-connections or other unacceptable plumbing practices exist on any existing service; or
3. after any material improvement, correction or addition to any existing private plumbing facilities.

C. Certifications. A customer service inspection certification must be fully completed in the form attached as **Exhibit E**. The certification must be completed at the applicant's or customer's expense by:

1. a Plumbing Inspector and Water Supply Protection Specialist licensed by the Texas State Board of Plumbing Examiners and in good standing at the time of the inspection;
2. a certified waterworks operator and employee of the District's management company who has completed a training course, has passed an examination administered by the Commission or its designated agent, and holds an endorsement granted by the Commission or its designated agent; or
3. a licensed plumber, if the inspection and certification are for a single-family residential service.

D. Records. The District will maintain copies of completed customer service certifications for a minimum of ten years.

E. Unacceptable Plumbing Practices. If unacceptable plumbing practices are discovered, they must be promptly repaired and eliminated by the customer or applicant for service to prevent contamination of the water supplied by the District. The existence of an unacceptable plumbing practice is sufficient grounds for immediate termination of service without notice in order to protect the health and safety of all District customers. Service will not be restored until the potential source of contamination has been eliminated or additional safeguards have been taken and a new customer service inspection certification is provided to the District.

F. Enforcement. If a customer fails to comply with the terms of this Article, the District may assess fines in accordance with Section XVIII of this Order, and may terminate service. Any expenses associated with the enforcement of this Article will be billed to and must be paid by the responsible customer.

XV. Service Commitments and Other District Approvals; Review Fees; Land Plan Revisions

A. Applicants for service commitments, out-of-district service requests, land plan revisions, construction plan review and/or inspection, subdivision plan review and/or inspection or other types of District approvals are responsible for the payment of all legal, engineering and/or management fees incurred by the District in reviewing their applications and, in addition, will be responsible for the cost of updating the District's water and wastewater maps to reflect any facilities to be constructed by the applicant pursuant to any approved plans. The District's representative will establish a deposit amount equivalent to the estimated consultant fees that are expected to be incurred in connection with the application and the update of the District's water and wastewater maps, and the applicant must deposit this amount with the District prior to any review or processing work being initiated. All consultants' fees associated with the application or map updates incurred by the District will be charged against the deposit. Upon completion of the review process, the applicant must pay any fees incurred by the District in excess of the deposit. Any excess deposit remaining after payment of all fees will be returned to the applicant. No service commitment or plan approval will be issued by the District until all fees are paid. If the District approves any change in its land plan at an applicant's request, the District's official land use plan will be revised to reflect the change by the District's engineer, at the applicant's expense.

B. Applicants must work diligently and in good faith with the District's representative toward the ultimate disposition of an application. Applications for service commitments, out-of-district service requests, land plan revisions, construction plan review and/or inspection, subdivision plan review and/or inspection or other types of District approvals will expire 180 days following the day the application for such approval was received by the District's representative. If, at the expiration of the 180 day application period, an application has not been finally approved or denied, the Applicant must pay a \$2,500 extension fee to extend the application period an additional 180 days, unless the District's representative determines that the Applicant has consistently worked diligently and in good faith toward the ultimate disposition of the application.

C. Any service commitment or construction plan approvals by the District will be valid for a period of three years from the date of approval only. Unless the project for which the commitment has been made or the plans have been approved has been completed within three years from the date of such approval, the approval will expire and the applicant will be required to submit a new application or set of plans to the District, and to pay all of the District's costs associated with its review and approval of such application or plans.

XVI. Development and Utility Construction Agreements.

A. Applicants for a utility construction agreement or other type of development agreement with the District must pay all legal, engineering and/or management fees incurred by the District in the negotiation and preparation of the agreement and, in addition, must pay all engineering fees required to update the District's water and wastewater maps to reflect any water and wastewater facilities which will be constructed under the terms of the agreement. The District's representative will establish a deposit amount equivalent to the estimated consultant fees that are expected to be incurred in connection with the agreement and map updates, and the applicant must deposit this amount with the District prior to any work being initiated. All consultants' fees associated with the agreement and map updates which are incurred by the District will be charged against the deposit. Upon completion of the related work, the applicant must pay any fees incurred by the District in excess of the deposit. Any excess deposit remaining after payment of all fees will be returned to the applicant. No agreement will be executed by the District or become effective until these fees are paid.

XVII. Maintenance of Stormwater Structural Controls.

A. Applicants seeking to develop or redevelop any property within the District must submit a maintenance plan, in a form approved by the District's engineer, addressing the maintenance requirements for all on-site drainage facilities, to the District at the time plans for drainage facilities are submitted to the District. Prior to approval of the construction plans, the Applicant must execute and deliver to the District for recording in the official public records of the county in which the property is located a maintenance covenant substantially in the form of the attached **Exhibit F**, or in a form approved by the District's attorney, that memorializes the property owner's obligations under the maintenance plan. All on-site drainage facilities, including without limitation, filtration, detention, and sediment-removal facilities that are the responsibility of the property owner, must be continuously maintained and repaired in compliance with the maintenance plan, and such maintenance and repair must be documented and retained by the property owner for review by the District upon request. On-site drainage facilities are subject to inspection by the District upon completion, six months after completion, and annually thereafter. If the District's inspection of any on-site drainage facility indicates that the facility is not in proper working condition or otherwise requires maintenance or repair, the District will give written notice to the property owner, and the owner must maintain or repair the facility, as appropriate, within 30 days of the date of the notice. If the facility is not maintained or repaired within this 30-day period, the District may, but is not obligated to, maintain or repair the facility and charge the expense to the property owner. The property owner must reimburse the District, within 10 days after receipt of written demand, all costs incurred by the District for maintenance or repair of the facilities, plus the lesser of (i) the maximum lawful interest rate, or (ii) 15% per annum, until paid in full. A failure to maintain or repair on-site drainage facilities, or

to pay the reasonable expenses incurred by the District in performing the maintenance or repair, will subject the owner to the penalties set forth in Article XVIII, and to termination of utility service to the property.

XVIII. Penalties.

A. Water and sanitary sewer service will not be provided by the District until all requirements of this Order have been met.

B. The provisions of this Order constitute rules adopted under Section 54.205, *Texas Water Code*. Violation of any provision of this Order will result in the offending party being subject to the payment of a penalty, not to exceed \$5,000 per violation, which will be set by the Board. Each day during which an offense continues will constitute a separate violation. In addition, the violating party will be liable to the District for any other penalty provided by the laws of this State, and any costs incurred by the District in connection with any repairs or corrections necessitated by the violation. If the District prevails in any suit to enforce the provisions of this Order, the District may additionally recover its reasonable attorneys' fees, expert witness fees and other costs incurred by the District before the Court.

C. The District has published notice of the rules contained in this Order as required by Section 54.207, *Texas Water Code*.

XIX. Multiple Counterparts.


This instrument 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 .pdf of the signature of the undersigned, and a signature of the undersigned transmitted by fax, email or similar electronic means, will be deemed to be, and will have the same force and effect as, an original signature for all purposes.

XX. Previous Orders Superseded.

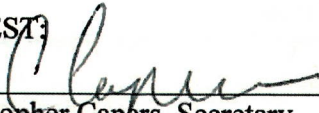
All previous Orders Establishing Services Rates, Charges and Tap Fees and Adopting Rules and Policies With Respect to the District's Water, Wastewater and Drainage Systems are hereby revoked and superseded by this Order in their entirety.

(Signature page follows)

PASSED AND APPROVED this 1st day of March, 2023.



Brenda Richter, President
Board of Directors

ATTEST:


Christopher Capers, Secretary
Board of Directors

EXHIBIT "A"
Customer Application

Northtown MUD
Water/Wastewater Service Application

Return to:	Northtown MUD C/O Crossroads Utility Services 2601 Forest Creek Drive Round Rock, Texas 78665-1232	Work Order #: _____
By Email:	customerservice@crossroadsus.com	Today's Date: _____
By Fax:	512-246-1900 (if faxing, please call 512-246-1400 to confirm receipt)	

Applicant's Name: _____	Date to Begin Service: _____
--------------------------------	-------------------------------------

Service Address: _____	Property Owner's Name: _____
-------------------------------	-------------------------------------

Billing Address: _____	Property Owner's Address: _____
-------------------------------	--

Applicant's Cell Phone No. _____	Email address: _____
---	-----------------------------

Applicant's Phone No. _____	Property Owner's Number: _____
------------------------------------	---------------------------------------

Applicant is: <input type="checkbox"/> Owner <input type="checkbox"/> Tenant <input type="checkbox"/> Other _____	Applicant's Employer: _____
--	------------------------------------

Applicant's Driver's License & State: _____	Work Phone: _____
--	--------------------------

Spouse's Name & Work No.: _____

The undersigned hereby makes application to Northtown MUD for water and wastewater services. We/I understand and agree that we/I will be responsible for all water and wastewater services provided to the property described in this application until such time as service to the property is disconnected in accordance with the District's Rules and Regulations regarding utility services. We/I agree to comply with the District's Rules and Regulations and to pay for all utility services rendered to the property in a timely manner and understand that a violation of the Rules and Regulations may result in a penalty and/or termination of utility services to my/our property. We/I represent that the information above is true and correct.

Signed: _____

Signed: _____

House Bill 859 requires "government-operated" Utilities to notify customers of their right to confidentiality. You have the right to request confidentiality of your personal information contained in our records. "Personal information" as defined by the statute means an individual's address, telephone number, or social security number.

Accept

Decline

Signed: _____

Signed: _____

*****PLEASE SIGN AND RETURN THIS COPY*****
Northtown MUD Customer Service Agreement

I. PURPOSE

The Northtown MUD (the "Water System") is responsible for protecting the drinking water supply from contamination or pollution that could result from improper plumbing practices. The purpose of this Customer Service Agreement (the "Agreement") is to notify each customer of the plumbing restrictions that are in place to provide this protection. The utility enforces these restrictions to ensure the public health and welfare. Each customer must sign this Agreement before the Northtown MUD will begin service. In addition, when service to an existing connection has been suspended or terminated, the Water System will not re-establish service unless it has a signed copy of this Agreement.

II. PLUMBING RESTRICTIONS

The following unacceptable plumbing practices are prohibited by State regulations.

A. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the public water system by an air-gap or an appropriate backflow prevention device.

B. No cross-connection between the public drinking water supply and a private water system is permitted. These potential threats to the public drinking water supply shall be eliminated at the service connection by the installation of an air-gap or a reduced pressure-zone backflow prevention device.

C. No connection that allows water to be returned to the public water supply is permitted.

D. No pipe or pipe fitting which contains more than 8.0% lead may be used for the installation or repair of plumbing at any connection that provides water for human use.

E. No solder or flux that contains more than 0.2% lead can be used for the installation or repair of plumbing at any connection that provides water for human use.

F. Plumbing installed on or after January 4, 2014 bears the expected labeling indicating less than or equal to 0.25% lead content. If not properly labeled, please provide written comment.

III. CUSTOMER SERVICE AGREEMENT

The following are the terms of the Customer Service Agreement between the Northtown MUD and _____ (the "Customer").

A. The Water System will maintain a copy of this Agreement as long as the Customer and/or the premises is connected to the Water System.

B. The Customer shall allow his property to be inspected for possible cross-connections and other unacceptable plumbing practices. These inspections shall be conducted by the Water System or its designated agent prior to initiating new water service; when there is reason to believe that cross-connections or other unacceptable plumbing practices exist; or after any major changes to the private plumbing facilities. The inspections shall be conducted during the Water System's normal business hours.

C. The Water System shall notify the Customer in writing of any cross-connection or other unacceptable plumbing practice that has been identified during the initial inspection or the periodic reinspection.

D. The Customer shall immediately correct any unacceptable plumbing on his premises.

E. The Customer shall, at his expense, properly install, test, and maintain any backflow prevention device required by the Water System. Copies of all testing and maintenance shall be provided to the Water System.

IV. ENFORCEMENT

If the Customer fails to comply with the terms of the Customer Service Agreement, the Water System shall, at its option, either terminate service or properly install, test, and maintain an appropriate backflow prevention device at the service connection. Any expenses associated with the enforcement of this Agreement shall be billed to the customer.

Signed: _____
Customer's Signature

Printed Name: _____

Signed: _____
Customer's Signature

Printed Name: _____

Date: _____



Checklist for New Applicants

(512) 246-1400

Office Address: 2601 Forest Creek Dr Round Rock, TX 78665

Mailing Address: PO Box 4901 Houston, TX 77210-4901

Hours: Monday – Friday 8 am to 5 pm

Emergency Services 24/7 (512) 246-1400

www.crossroadsus.com

Application:

Please complete the enclosed service application with a legible copy of your un-expired drivers license or government ID. Scan the completed application and copy of your ID to customerservice@crossroadsus.com, or fax to 512-246-1900. Please call 512-246-1400 after submitting your application to pay the deposit and administrative fee.

- Page 1 - Service Application (signed)
- Page 2 - Customer Service Agreement (signed)
- Copy of Driver's License for all applicant(s)
- Security Deposit & Application Fee (please call to pay after submitting application)



**Important Information
For New Utility Customers**

(512) 246-1400
PO Box 4901
Houston, TX 77210-4901
Hours: Monday – Friday 8 am to 5 pm
Emergency Services 24/7 (512) 246-1400
www.crossroadsus.com

Welcome to Northtown MUD

You have recently opened your utility account and we want to provide you information about your utility billing services. Crossroads Utility Services, LLC manages the water and wastewater systems and the utility billing activities of Northtown MUD.

The utility bills for Northtown MUD have a due date of the 10TH every month. If the due date falls on a holiday or weekend, the due date is extended to the next business day. Bills paid after 5pm on or after the due date are subject to a 10% late fee. All payments are posted to your account the business day the payment is received. Your water will be disconnected if your bill is in arrears upon notice and in accordance with Northtown MUD policies.

Payments: There are several options for paying your utility bill.

1. **Walk-in Payment** at our Office, Monday thru Friday from 8 am to 5 pm (closed most federal holidays). We accept cash, checks, money orders, cashier checks, and all major credit cards. Our office is located at 2601 Forest Creek Drive, Round Rock, TX 78665.
2. **By Mail**, with check or money order, and your payment will be credited the day that we receive it. Please write your entire account number on the check or money order. Please send payment payable to Northtown MUD PO Box 4901 Houston, TX 77210-4901. Your account number is located on your billing statement.
3. **By Phone**, with any major credit or debit card. You may also set up automatic monthly payments with your credit or debit card by phone.
4. **Our Website 24/7** at www.crossroadsus.com with any major credit card or checking account. Payments will be posted next business day. Please click on the "Pay my Bill" tab. You may also set up automatic monthly payments with your credit or debit card or ACH by using the website.
5. **Automatic Draft** Please mail in or bring in a copy of a VOIDED bank check along with your bill stub. The back of your bill stub has our reoccurring monthly auto-draft agreement that needs to be completed with the voided check.
6. **Your bank's Online Bill Pay Service** If you use your bank's online bill pay company, it is critical that the full account number found on your bill is clearly shown on the check to ensure your payment is posted promptly and correctly to your account. Please allow 7-10 business days to ensure your payment is received before your due date. Please send payment payable to Northtown MUD PO Box 4901 Houston, TX 77210-4901.
8. **Drop box** Please remit your bill stub and a check payable to Northtown MUD secured in an envelope in the water utility drop box location at 1421 Wells Branch Parkway (across from HEB). Cash is not accepted.

EXHIBIT "B"
Agreement Concerning Grinder Pump

Not applicable as there are no grinder pumps in the District

EXHIBIT "C"
Wet Well Schematic

Available upon request

EXHIBIT "D"
Tie-in Specifications

Available upon request

EXHIBIT "E"
Customer Service Inspection Certificate



Texas Commission on Environmental Quality
Customer Service Inspection Certificate
Form TCEQ-20699 - Instructions

General Instructions:

The purpose of form TCEQ-20699 is to certify the identification and prevention of cross connections, potential contaminant hazards, and illegal lead materials as per *Title 30 of the Texas Administrative Code (30 TAC) §290.46(j)(4)*. The form can be completed one of two ways:

1. The form can be printed and completed manually, or;
2. The form can be completed electronically through an electronic medium (tablet, laptop computer, etc.). The yellow areas on the form can be completed electronically.

NOTE: The form is intended to be completed on-site while the inspection is occurring. If the form is completed electronically, the electronic device must also be on-site for proper use of this form.

The form must be printed and signed by the Inspector that performed the work. The hardcopy original or a copy must be provided to the Public Water System (PWS) for record keeping purposes as specified in *30 TAC §290.46(f)(3)(E)(iv)*.

Specific Instructions:

Please follow these instructions when completing Form TCEQ-20699:

1. Check boxes: If completing the form electronically, all check boxes are highlighted in yellow and can be selected to make the desired indication. Selecting a box will insert an "X" in the box.
2. Remarks: The "Remarks" section of the form is expandable, which means your final report can be more than one page. Make sure to include all pages when submitting to the local water purveyor.
3. Due to there being three (3) different licensed individuals that can fill out this form: TCEQ Licensed Customer Service Inspector, Licensed Plumbing Inspector or Licensed plumber with Water Supply Protection Specialist endorsement. Please provide your title.

**Texas Commission on Environmental Quality
Customer Service Inspection Certificate**

Name of PWS:	
PWS ID #:	
Location of Service:	

Reason for Inspection:	
New construction	<input type="checkbox"/>
Existing service where contaminant hazards are suspected	<input type="checkbox"/>
Material improvement, correction or expansion of distribution facilities	<input type="checkbox"/>

I _____, upon inspection of the private water distribution facilities connected to the aforementioned public water supply do hereby certify that, to the best of my knowledge

Compliance	Non-Compliance	
<input type="checkbox"/>	<input type="checkbox"/>	(1) No direct or indirect connection between the public drinking water supply and a potential source of contamination exists. Potential sources of contamination are isolated from the public water system by an air gap or an appropriate backflow prevention assembly in accordance with Commission regulations.
<input type="checkbox"/>	<input type="checkbox"/>	(2) No cross-connection between the public drinking water supply and a private water system exists. Where an actual air gap is not maintained between the public water supply and a private water supply, an approved reduced pressure principle backflow prevention assembly is properly installed.
<input type="checkbox"/>	<input type="checkbox"/>	(3) No connection exists which would allow the return of water used for condensing, cooling or industrial processes back to the public water supply.
<input type="checkbox"/>	<input type="checkbox"/>	(4) No pipe or pipe fitting which contains more than 8.0% lead exists in private water distribution facilities installed on or after July 1, 1988 and prior to January 4, 2014.
<input type="checkbox"/>	<input type="checkbox"/>	(5) Plumbing installed on or after January 4, 2014 bears the expected labeling indicating $\leq 0.25\%$ lead content. If not properly labeled, please provide written comment.
<input type="checkbox"/>	<input type="checkbox"/>	(6) No solder or flux which contains more than 0.2% lead exists in private water distribution facilities installed on or after July 1, 1988.

I further certify that the following materials were used in the installation of the private water distribution facilities:

Service lines:	Lead <input type="checkbox"/>	Copper <input type="checkbox"/>	PVC <input type="checkbox"/>	Other <input type="checkbox"/>
Solder:	Lead <input type="checkbox"/>	Lead Free <input type="checkbox"/>	Solvent Weld <input type="checkbox"/>	Other <input type="checkbox"/>

Remarks:	

I recognize that this document shall be retained by the aforementioned Public Water System for a minimum of ten years and that I am legally responsible for the validity of the information I have provided.

Signature of Inspector:		License Type:	
Inspector Name(Print/Type):		License Number:	
Title of Inspector:		Date / Time of Insp.:	/

A Customer Service Inspection Certificate should be on file for each connection in a public water system to document compliance with 30 TAC § 290.44(h)/290.46(j).

EXHIBIT "F"
Maintenance Plan Form

**DECLARATION OF MAINTENANCE COVENANTS
FOR STORMWATER STRUCTURAL CONTROLS**

This **DECLARATION OF MAINTENANCE COVENANTS FOR STORMWATER STRUCTURAL CONTROLS** (this "Declaration") is entered into effective as of _____, 202_ (the "Effective Date"), by and between _____ ("Declarant") and **NORTHTOWN MUNICIPAL UTILITY DISTRICT** (the "District").

RECITALS

A. Declarant is the owner of the real property described on **Exhibit "A"** attached hereto and incorporated by reference (the "Property").

B. Declarant intends to construct and thereafter maintain stormwater structural controls (the "Controls") on the Property, including, but not limited to, conduits, inlets, channels, pipes, retention or detention ponds, and other devices and measures, necessary to collect, convey, store and control stormwater runoff, to be used for conveying stormwater from the Property to the District's municipal separate storm sewer system (MS4).

C. To ensure that the Controls continue to function according to the design and performance standards to which they were constructed, Declarant desires to impose upon the Property, as a covenant running with the land, the obligation to maintain the Controls until such time, if ever, as the obligation to maintain the Controls is properly terminated.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Declarant declares as follows:

1. Covenants Running with the Land. Declarant covenants that the burdens and benefits made and undertaken under this Declaration constitute covenants running with the Property, binding all successors and assigns.

2. Declarant's Responsibility to Construct and Maintain. Declarant will be responsible for the construction of the Controls. Declarant, its successors and assigns will at all times be responsible for the maintenance, repair, and inspection of the Controls in compliance with this Declaration, the "Stormwater Structural Controls Maintenance Plan" attached hereto as **Exhibit "B"** and incorporated by reference, the District's Stormwater Management Program (SWMP), and the District's rules and regulations, as may be amended from time to time (the "District Requirements"). Inspections conducted by Declarant, its successors and assigns will follow the format of the "Stormwater Structural Controls Maintenance Inspection Checklist" attached hereto as **Exhibit "C"** and incorporated by reference. The Controls are to be constructed in accordance with all applicable laws, ordinances, regulations, rules, and directives of appropriate governmental authorities.

3. Location of the Controls. The Controls will be located on, over, across, or under the Property.

{W0555044.80}

4. Inspection by District. The District, or its designee, is authorized to access the Property as necessary to conduct inspections of the Controls to ascertain compliance with the District Requirements, and if necessary or desirable, to maintain the Controls as provided under Paragraph 6 below. The District has no responsibility for the maintenance of the Controls. In no event will this Declaration be construed to impose any such obligation on the District.

5. Maintenance of Controls. The Declarant will be entirely responsible for all maintenance activities associated with the Controls. The Declarant will implement appropriate maintenance activities immediately if any of the following instances occur: obstructions of inlets/outlets, mechanical failures (valves, pumps, gates, etc.), accumulation of trash, erosion or instability of slopes, accumulated sedimentation of 25% or more of the original design capacity, excessive growth of vegetation/trees, and/or if written notice from the District is issued requesting maintenance on the Controls. The Declarant will remove any encroachments located within the Controls, such as tents, fences, or other improvements. The Declarant will remove any graffiti located on the Controls and will repair the Controls in the event they are damaged by vandalism. The Declarant will retain documentation of all maintenance activities and inspections performed on the Controls and make the records available to the District for review upon request.

6. Failure to Maintain. If Declarant or its successors or assigns fails to maintain the Controls as required by this Declaration after 30 days written notice thereof, the District, may, but is not obligated to, cause any and all maintenance to be taken and performed and otherwise to take whatever steps the District deems necessary to maintain the Controls at the Declarant's expense. Declarant will reimburse the District within 10 days from receipt of written demand from the District all costs incurred by the District together with interest thereon from the date incurred by the District at the lesser of (i) the maximum lawful rate of interest or (ii) 15% per annum, until paid in full. Nothing in this paragraph or this Declaration, will create or impose any liability on the District, its agents, employees, successors or assigns, for damages alleged to result from or to be caused by stormwater drainage from the Property.

7. Conflicts. The District Requirements control over any inconsistent provisions of this Declaration. As applicable provisions of the District Requirements are amended, modified, revised, deleted or moved to different sections, this Declaration is and will be deemed to be revised so as to conform to the provisions of the District Requirements as they may exist from time to time and are applicable to the Property or any part thereof.

8. Successors and Assigns Bound. Declarant hereby agrees and acknowledges that maintenance of the Controls as set forth herein, the cost of maintenance, the District's access to the Controls, the District's rights of ingress and egress to the Controls and the District's right to recover all costs if Declarant fails to maintain the Controls are a burden and restriction on the use of the Property and the provisions of this Declaration will be binding upon the Declarant, its successors and assigns, and any future owners of the Property. Every person who now or hereafter owns or acquires any right, title, or interest in or to any portion of the Property is and will be conclusively deemed to have consented and agreed to every covenant contained in this Declaration, whether or not any reference to this Declaration is contained in the instrument by which the Property was conveyed to such person. Whenever in this Declaration a reference is made to a party, such reference is deemed to include a reference to the heirs, executors, legal representatives, successors, and assigns of such party.

9. Negation of Partnership. None of the terms or provisions of this Declaration will be deemed to create a partnership between or among Declarant and the District or any owners, mortgagees, occupants, or otherwise; nor will it cause them to be considered joint venturers or members of any joint enterprise. This Declaration is not intended nor will it be construed to create any third party beneficiary rights in any person, except as expressly stated herein.

10. Enforcement. If any person or entity of any type violates or attempts to violate this Declaration, it will be lawful for the District or its successors to prosecute proceedings at law, or in equity, against the person or entity violating or attempting to violate this Declaration and to prevent the person or entity from violating or attempting to violate the Declaration. Violation of this Declaration will additionally constitute a violation of the District Requirements, as may be amended from time to time, and in the event of such violation, the District may implement enforcement measures or assess penalties as permitted thereunder. The failure at any time to enforce this Declaration by the District or its successors whether any violations hereof are known or not, will not constitute a waiver or estoppel of the right to do so in the future.

11. Entire Agreement. This Declaration contains all the representations and the entire agreement of Declarant with respect to the subject matter. Any prior correspondence, memoranda or agreements or superseded by this Declaration. The provisions of this Declaration will be construed as a whole according to their common meaning and not strictly for or against Declarant.

12. Notices. All notices and approvals required or permitted under this Declaration will be served by certified mail, return receipt requested, to a party at its last known address or its principal place of business. Date of service of notice will be the date on which such notice is deposited in a post office of the United States Postal Service or successor governmental agency.

13. Governing Law; Performance. This Declaration and its validity, enforcement, and interpretation will be governed by the laws of the State of Texas, without regard to any conflict of laws principles, and applicable federal law. This Declaration is performable only in the county in which the Property is located.

14. Amendment. This Declaration may not be amended or abrogated in part or whole without the express written consent of the District.

15. Gender and Grammar. The singular wherever used herein will be construed to mean or include the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or other entities or individuals, male or female, will in all cases be assumed as though in each case fully expressed.

16. Titles. The titles of sections contained herein are included for convenience only and will not be used to construe, interpret, or limit the meaning of the term or provision contained in this Declaration.

17. Recording of Agreement. This Declaration will be recorded in the official public records of the county in which the Property is located and will constitute notice to all successors and assigns of the title to the Property of the rights and obligations contained herein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Declarant has executed this Agreement to effective as of the Effective Date.

DECLARANT:

Organization: _____

By: _____

Name: _____

Title: _____

STATE OF TEXAS

COUNTY OF _____

Before me, the undersigned authority, on this day personally appeared _____, known to me or proved to me through proper documentation to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same as the act of _____, as its _____, for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, _____.

[SEAL]

Notary Public in and for the State of Texas

My commission expires: _____

CONSENT AND SUBORDINATION OF LIENHOLDER

is the _____, a _____ ("Lienholder"),
is the present legal and equitable owner and holder of certain indebtedness of
_____, a _____ ("Borrower"), joins in this
Declaration of Maintenance Covenants for Stormwater Structural Controls (the "Declaration")
for the sole purpose of consenting to the Declaration and subordinating any liens it may have
securing indebtedness of Borrower payable to Lender to the Declaration. The undersigned has
the authority to execute this Consent and Subordination of Lienholder on behalf of Lender.

LIENHOLDER:

_____,
a _____

By: _____
Name: _____
Title: _____
Date: _____

THE STATE OF TEXAS §
COUNTY OF _____ §

 This instrument was executed before me on this ____ day of
_____, 20____, by _____,
_____,
_____, on behalf of said
_____.

Notary Public Signature

(seal)

EXHIBIT "A"
PROPERTY

EXHIBIT "B"
STORMWATER STRUCTURAL CONTROLS MAINTENANCE PLAN

Year 1

- 1) Detention Basin must be monitored monthly to ensure that sufficient vegetation has been established. Eliminate invasive plants at the soonest possible time. Hand weeding and pruning is the preferred method for removing invasive plants; however spot applications of appropriate herbicides may be utilized. Determination of herbicide use and application must be completed by certified applicators and all manufacturer's recommendations must be followed.
- 2) Monitor the basin following rain events to ensure that it drains completely within a 72-hour period, or per the design specifications. If the basin does not drain as designed, identify the cause. Corrective measures may be necessary to mitigate drainage issues.
- 3) Mowing should be conducted on a routine basis to control the growth of invasive species. During the first year, vegetation should be mowed no shorter than 6" and mowing activities should be conducted prior to the maturation of invasive species into seed form. Mowing activities should not be conducted during wet conditions.
- 4) Inspect inlet and outlet structures on a monthly basis to ensure proper function.

Year 2 and Beyond

- 1) Mowing must be conducted on a routine basis to control the growth of invasive species. Vegetation should be mowed no shorter than 4" and mowing activities should be conducted prior to the maturation of invasive species into seed form. Mowing activities should not be conducted during wet conditions.
- 2) Monitor the basin on a routine basis for overall performance. If basin does not drain within a 72- hour period or per the design specifications, identify the cause. Consult with the design engineer if necessary to perform corrective actions.
- 3) Conduct annual inspection of basin to identify erosion/instability issues, evidence of animal burrowing, excessive vegetation growth, accumulations of trash/debris, drainage issues, mechanical failures, and excessive accumulations of sediment. Complete maintenance inspection checklist and retain on file (see attachment).
- 4) Perform any necessary maintenance activities to ensure that the basin continues to function according to the original design specifications.

EXHIBIT "C"
STORMWATER STRUCTURAL CONTROLS
MAINTENANCE INSPECTION CHECKLIST

Stormwater Structural Controls Maintenance Inspection Checklist

Pond: _____ Date: _____ Inspected by: _____ Location: _____

General Observations:

Is water flowing? Yes No Standing water? Yes No Depth: _____ Comments: _____

Any obstructions or sediment accumulations in the pond that could affect performance? Yes No _____
(Sedimentation of 25% or more of total designed capacity requires maintenance)

Pond Conditions:

Does the pond sides/slopes/bottom show signs of settling, cracking, sloughing or other problems? Yes No _____

Do the embankments, emergency spillway (if applicable), or side slopes show any erosion or instability? Yes No _____

Is there any evidence of animal burrowing or other activity that could contribute to instability or increased erosion? Yes No _____

Is there evidence of encroachment, improper use, or vandalism of the pond? Yes No _____

Do vegetated areas need mowing? Yes No Are there areas that need to be re-vegetated? Yes No
 Mowed today Will schedule mowing Will schedule re-vegetation activities

Do vegetated areas need thinning, i.e. cattails, willows, trees? Yes No Thinned today Will schedule thinning

Is there accumulation of trash, debris and/or litter to be removed? Yes No Removed today Will schedule removal

Any signs of vandalism or other activity that could affect performance of the pond? Yes No _____

If permanent pool, any visible pollution? Yes No Erosion at high water mark? Yes No _____

Abnormally high water level? Yes No Unusual Algae blooms? Yes No
(May indicate obstruction at orifice, or trash rack; verify outlet structure operating properly) (May signify excessive nutrients in runoff, feeding of algae and debris management will need monitoring)

Structural Components:

Are the pipes/inlets going into or out of the pond clogged or obstructed? Yes No _____

Is the outfall channel from the pond functioning appropriately? Yes No _____

Is the inflow trickle channel working properly? Yes No _____

Is the orifice and/or trash rack obstructed? Yes No _____

Is the outfall channel, trickle channel or other conveyance in need of repair? Yes No _____

Are the manholes, frames, and covers associated with the outfall channel in appropriate condition? Yes No _____

Do any safety features, such as fences, gates or locks need repair or replacement? Yes No _____

Plan of Action:

If answered YES to any of the above, the following is an anticipated *Maintenance Needs Action List*:

- Total number of concerns: _____ Need more monitoring (Anticipated schedule to re-visit; identify what will trigger action)
 (Yes answers) _____ Need routine repair (Approximate schedule for repairs; date of follow-up to re-inspect)
 _____ Need immediate repair (Take action if correct equipment on site; or contact supervisor)

Signature _____

**ORDER ESTABLISHING RECORDS MANAGEMENT PROGRAM,
APPOINTING RECORDS MANAGEMENT OFFICER, AND
APPOINTING PUBLIC INFORMATION COORDINATOR**

WHEREAS, Northtown Municipal Utility District (the "District") is a political subdivision of the State of Texas operating pursuant to Chapters 49 and 54 of the Texas Water Code; and

WHEREAS, Chapters 201 through 205 of the Texas Local Government Code (the "Act") provide that all local governments, including special purpose districts, must establish, by order, a records management program to be administered by a records management officer; and

WHEREAS, the Board of Directors of the District (the "Board") desires to adopt an order as required by §203.026 of the Act and to prescribe policies and procedures consistent with the Act;

NOW, THEREFORE, IT IS ORDERED BY THE BOARD AS FOLLOWS:

Section 1. Definition of Records of the District. All documents, papers, letters, books, maps, photographs, sound or video recordings, microfilm, magnetic tape, electronic media, or other information recording media, regardless of physical form or characteristic and regardless of whether public access to it is open or restricted under the laws of the state, created or received by the District or any of its officers or employees pursuant to law or in the transaction of public business are hereby declared to be the records of the District and will be created, maintained, and disposed of in accordance with the provisions of this Order or procedures authorized by it and in no other manner.

Section 2. Records Declared Public Property. All records as defined in Section 1 of this Order are hereby declared to be the property of the District. No official or employee of the District has, by virtue of his or her position, any personal or property right to such records even though he or she may have developed or compiled them. The unauthorized destruction, removal from files, or use of such records is prohibited.

Section 3. Policy. It is hereby declared to be the policy of the District to provide for efficient, economical, and effective controls over the creation, distribution, organization, maintenance, use, and disposition of all records of this office through a comprehensive system of integrated procedures for the management of records from their creation to their ultimate disposition, consistent with the requirements of the Act and accepted records management practice.

Section 4. Records Management Officer. The legal assistant to the attorney for the District at Armbrust & Brown, PLLC will serve as records management officer for the District as provided by law and will develop policies and procedures to ensure that the maintenance, destruction, electronic storage, or other disposition of the records of this office are carried out in accordance with the requirements of the Act.

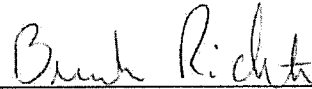
Section 5. Records Control Schedules. Appropriate records control schedules issued by the Texas State Library and Archives Commission will be adopted by the records management officer for use by the District, as provided by law. The records management officer will prepare amendments to the schedules as needed to reflect new records created or received by this office, or revisions to retention periods established in a records retention schedule issued by the Texas

State Library and Archives Commission. Any destruction of records of the District will be in accordance with these schedules and the Act.

Section 6. Public Information Coordinator. The legal assistant to the attorney for the District at Armbrust & Brown, PLLC will serve as public information coordinator for the purposes of Section 552.012 of the Texas Government Code.

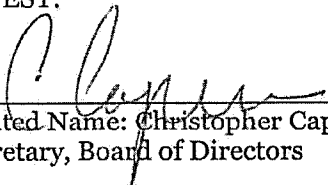
PASSED AND APPROVED this 1st day of March, 2023.

**NORTHTOWN MUNICIPAL UTILITY
DISTRICT**



Printed Name: Brenda Richter
President, Board of Directors

ATTEST:



Printed Name: Christopher Capers
Secretary, Board of Directors