

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

August 22, 2023

THE STATE OF TEXAS     §  
                                      §  
COUNTY OF TRAVIS     §

A meeting of the Board of Directors of Northtown Municipal Utility District was held on August 22, 2023 at 700 E. Wells Branch Parkway, Pflugerville, Texas. The meeting was open to the public and notice was given as required by the Texas Open Meetings Act. A copy of the Certificates of Posting of the Notice are attached as **Exhibit "A"**.

The roll was called of the members of the Board:

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

and all of the Directors were present except Director Campbell and Director Amaro, thus constituting a quorum. Also present at times during the meeting were Mona Oliver, the District manager; Allen Douthitt of Bott & Douthitt, PLLC ("Bott & Douthitt"); 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 Yarbrough of the Travis County Sheriff's Office ("TCSO"); Lauren Smith of Public Finance Group LLC ("PFG"); and Kyle Fadal of TexaScapes.

Director Richter called the meeting to order at 5:46 p.m. and stated that the Board would first receive resident communications and Board member announcements. There being none, Director Richter stated that the Board would consider the Budget and Tax Items on the agenda. Ms. Smith addressed the Board and stated that the District was a "developing district" for purposes of the 2023 tax year, since its projected water, wastewater, and drainage facilities were not yet at least 95% built-out and financed. Messrs. Foster and Dean concurred. Ms. Smith next stated that, according to the 2023 Certified Estimate from Travis Central Appraisal District attached as **Exhibit "B"**, the District's 2023 certified taxable value was \$1,282,101,380. Ms. Smith then reviewed the 2023 Tax Rate Analysis from her firm attached as **Exhibit "C"** and, after reviewing the alternative tax rates that could be imposed, stated that she recommended that the Board propose a 2023 tax rate of \$0.5655 on every \$100 of taxable value. She then stated that the Board could hold the required public hearing on the proposed tax rate on its next regular meeting date, which was Tuesday, September 26<sup>th</sup>. She added that the District had healthy reserves and could run a deficit budget that year, if desired. Mr. Douthitt then reviewed the draft budget for the 2023-2024 fiscal year attached as **Exhibit "D"** with the Board. Director Hill asked where the revenue for the EV charging stations was located. Mr. Douthitt responded that it was incorporated into the miscellaneous line item. Director Hill asked that Mr. Douthitt break it out as a separate line item. Director Hill moved that the Board propose a 2023 tax rate of \$0.5525 on every \$100 of taxable value, which he noted was slightly below the "developed district" rate; that the Board schedule a public hearing on the proposed tax rate at the District's

office on Tuesday, September 26, 2023 at 5:45 p.m.; that Mr. Dean's office be authorized to publish the Notice of Public Hearing on Tax Rate attached as **Exhibit "E"**; and that the District confirm its 2023 tax rate classification as a "developing district". Mr. Hill commented that the significant increase in the values of the commercial properties in the District meant that renters would likely suffer higher rents, and that the Board needed to be thoughtful regarding the District's tax rate. Director Capers seconded Director Hill's motion and Directors Richter, Capers, and Hill each voted "aye". Directors Campbell and Amaro were absent and, therefore, did not vote. The motion passed 3-0.

Director Richter next announced that the Board would consider approval of the minutes of the July 25, 2023 Board meeting. Upon motion by Director Capers and second by Director Hill, the Board voted 3-0 to approve the minutes, as presented.

Director Richter next recognized Deputy Yarbrough to present the security report attached as **Exhibit "F"**. Deputy Yarbrough reported that there had been one instance of criminal mischief, one vehicle burglary, and one package theft reported during the last reporting period.

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 "G"** with the Board. He reported that there were 3,074 occupied single family connections as of July, that the water loss for the prior reporting period was 0.66%, and that the July water samples were satisfactory. He then presented the write-offs included in his report for Board consideration. Upon motion by Director Capers and second by Director Hill, the Board voted 3-0 to approve the write-offs.

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 "H"** and reviewed it with the Board. He reported that, due to the extreme heat, TexaScapes was not mowing after 1:00 p.m. He next reported that TexaScapes had begun maintenance of the District's new landscaped areas in July. He concluded his report by presenting Proposal ID 10242 attached as **Exhibit "I"** for fall ragweed and Johnson grass control for an amount not to exceed \$16,300. Upon motion by Director Hill and second by Director Capers, the Board voted 3-0 to approve the proposal.

Director Richter announced that the Board would next receive the District manager's report and recognized Ms. Oliver. Ms. Oliver called the Board's attention to her monthly reports included in the meeting packet attached as **Exhibit "J"**. Ms. Oliver reviewed the Restrictive Covenant Committee report and the monthly expenditure report with the Board. She next reviewed the report from Texas Disposal Systems with the Board. Ms. Oliver reported that she continued to work with Mr. Cardwell in Mr. Dean's office and the Legal/Security Committee regarding potentially filing lawsuits for various restrictive covenant violations. She then presented the proposal from Texavy attached as **Exhibit "K"** to the Board, which she stated included a number of panels for installation in the meeting room to reduce echo. Director Hill opined that the proposed included more panel than necessary. Director Richter responded that the number recommended in the proposal was likely an appropriate number, given Texavy's expertise in acoustic treatment. Discussion ensued. After discussion, Director Richter directed Ms. Oliver to discuss the issue of the number and location of the panels with Texavy to ensure that the appropriate number was purchased. Mr. Dean stated that he would table the item for inclusion on the next meeting agenda.



Director Richter next stated that the Board would receive a report from the Facilities Committee. Mr. Foster reported that STR Constructors were wrapping up the punch list for the District's office and pavilion construction project, and that water from the District's new well was now being used for irrigation. He next stated that all major outstanding construction items would likely be finished within the next few weeks, and that the final change order and pay estimates would likely be ready for approval on the Board's next meeting. Mr. Foster then reviewed the proposal to include three additional trees in Wildflower Park attached as **Exhibit "L"** with the Board. He explained that the trees had initially been removed from the District's plans for safety reasons, but that since the City of Austin required them, he recommended their installation. He added that this was necessary for the release of the District's "fiscal" held by the City of Austin in connection with the District's office and pavilion construction project. Director Capers asked if there was still a safety concern. Mr. Foster responded that the trees would go in a different location, abating the safety concern. Upon motion by Director Hill and second by Director Capers, the Board voted 3-0 to approve the proposal for the installation of the trees.

Director Richter stated that the Board would next receive the engineering report. Mr. Foster reviewed his report attached as **Exhibit "M"** with the Board and covered the status of various development projects in the District. He stated that construction of the Village at Northtown Condominiums Water, Wastewater and Drainage Improvements project was "going vertical", but that there were no pay estimates or change orders for consideration by the Board. He then stated that the TCEQ violation regarding stormwater pollution prevention referenced in the letter attached as **Exhibit "N"** had been resolved. He concluded his report by advising that Mike Byrne was not available to draft a surplus funds application to the TCEQ, but that Jones-Heroy may be able to do so. The Board generally agreed that this would be okay, and asked Mr. Foster to solicit a proposal from Jones-Heroy for this work.

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 "O"** and reviewed it with the Board. He noted that the District was approximately \$400,000 "ahead of budget" for the month. He next reviewed the checks being presented for approval and recommended approval of the transfers listed on page one of his report. Upon motion by Director Hill and second by Director Capers, the Board voted 3-0 to approve the transfers and the payment of bills and invoices, as presented in the bookkeeper's report.

Director Richter then stated that the Board would consider matters related to the District's website. Ms. Oliver stated that she had spoken to a few website vendors and would send the options to the Communications Committee soon for consideration.

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

Director Richter stated that the Board would then receive a report from the District's attorney. Mr. Dean presented the Master Services Agreement with HydroPro and the End User License Agreement with Master Meter attached collectively as **Exhibit "P"** to the Board, which he explained were necessary to move forward with the District's electronic water metering system. Upon motion by Director Hill and second by Director Capers, the Board voted 3-0 to approve both agreements. Mr. Dean then provided a brief update regarding new laws passed during the 2023 legislative session.

There being no further business to come before the Board, upon motion by Director Capers and second by Director Hill, the meeting was adjourned.



Date: August 22, 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 8:47 a. m. on August 16, 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 16<sup>th</sup> day of August, 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 2:10 p.m. on August 17, 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 17 day of August, 2023.

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



**NORTHTOWN MUNICIPAL UTILITY DISTRICT  
AGENDA**

August 22, 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 Tuesday, August 22, 2023. This meeting will be held at the District office located at 700 East Wells Branch Parkway, Pflugerville, Texas.** Members of the public are entitled to participate in and to address the Board of Directors during the meeting.

**PUBLIC INPUT**

1. Resident communications and Board member announcements;

**BUDGET/TAX ITEMS**

2. 2023-2024 budget and 2023 tax rate, including:
  - (a) 2023 certified taxable values;
  - (b) Financial advisor's recommendation regarding 2023 tax rate;
  - (c) Work session on 2023-2024 budget;
  - (d) Establish and take record vote on proposed tax rate;
  - (e) Schedule public hearing at which adoption of tax rate will be considered;
  - (f) Authorize publication of Notice of Public Hearing on Tax Rate;
  - (g) Tax rate classification under Texas Water Code Sections 49.23601-.23603;

**DISCUSSION/ACTION ITEMS**

3. Minutes of July 25, 2023 Board meeting;
4. 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;
5. 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;
6. Landscape maintenance report and related action items, including any proposals;
7. 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;
8. Facilities Committee report and related action items, including:
- (a) Status of construction of office and pavilions; including any proposals or invoices for payment;
  - (b) Approval of pay applications and/or change orders from STR Constructors for construction of office and pavilions and acceptance of project;
  - (c) Repairs, maintenance, and monthly expenditures for parks and recreational facilities;
9. District engineer's report and related action items, including:
- (a) Development matters, including:
    - (i) Village at Northtown Condominiums Water, Wastewater, and Drainage Improvements, including approval of pay applications and/or change orders;
    - (ii) Village at Northtown Multifamily (North Wells Branch/The Parker);
    - (iii) Village at Northtown Multifamily (Edenbrook);
    - (iv) The Lakes Retail Center;
    - (v) Avalon Bay Multifamily;
  - (b) MS4 compliance matters, including:
    - (i) Permitting;
    - (ii) Storm Water Pollution Prevention Plan compliance;
  - (c) Senate Bill 3 / Emergency Preparedness Plan, including status of application requesting waiver of emergency preparedness plan;
10. 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;
11. District website, including hosting, maintenance, and related action items;
12. Wholesale water and wastewater services and related action items, including contract negotiation with City of Austin and related action items;
13. Attorney's report and related action items, including:
- (a) HydroPro Solutions Master Services Agreement;
  - (b) Master Meter End User License Agreement;
  - (c) Legislative Update Memorandum;
14. Future agenda items and meeting schedule.

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



*[Handwritten Signature]*

Attorney for the District

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

Came to hand and posted on a Bulletin Board in the  
 County Recording Office, Austin, Travis County, Texas on this the  
 10 day of August 2023

Dyana Limon-Mercado  
 County Clerk, Travis County, Texas

By *[Handwritten Signature]* Deputy

SAMANTHA LOPEZ



FILED AND RECORDED  
 OFFICIAL PUBLIC RECORDS



*[Handwritten Signature]*

Dyana Limon-Mercado, County Clerk  
 Travis County, Texas

202381073

Aug 16, 2023 08:53 AM

Fee: \$3.00

LOPEZS

# TRAVIS CENTRAL APPRAISAL DISTRICT

**BOARD OFFICERS**  
JAMES VALADEZ  
CHAIRPERSON  
THERESA BASTIAN  
VICE CHAIRPERSON  
NICOLE CONLEY  
SECRETARY/TREASURER



MARYA CRIGLER  
CHIEF APPRAISER

**BOARD MEMBERS**  
TOM BUCKLE  
DEBORAH CARTWRIGHT  
OSEZUA EHIYAMEN  
BRUCE ELFANT  
VIVEK KULKARNI  
ELIZABETH MONTOYA  
BLANCA ZAMORA-GARCIA

July 24, 2023

## **NORTHTOWN MUD**

BRENDA RICHTER, PRESIDENT  
C/O ARMBRUST & BROWN PLLC  
100 CONGRESS AVE STE 1300  
AUSTIN, TX 78701

In accordance with Tax Code Section 26.01(a-1) enclosed is the **2023 Certified Estimate** for your taxing unit. The values in the Certified Estimate shall be used to calculate the no-new-revenue tax rate and the voter-approval tax rate, per Tax Code Section 26.04(c-2). The value remaining under protest is reported, pursuant to Tax Code Section 26.01(c), as the owner's opinion of value or the preceding year's value, whichever is lower. Accordingly, it is a conservative estimate.

The information page included with your Certified Value is based on the last available worksheet (Tax Year 2023) and has information to assist you in completing the Truth in Taxation calculations and postings. The calculated tax rates and hearing date information should be posted to the taxing unit portal maintained by the appraisal district, as established in Tax Code Section 26.17(e). For taxing units required to comply with Tax Code Section 26.04(e), the 26.17(e) postings should be completed by August 7, 2023. Please feel free to contact me if you have any questions or need additional information.

Approved Freeze Adjusted Taxable	\$1,150,958,059
Certification Percentage	90%
Section 26.01(c) Value Under Protest	\$131,143,321
<b>Net Taxable Value</b>	<b>\$1,282,101,380</b>

Sincerely,

Marya Crigler  
Chief Appraiser  
mcrigler@tcadcentral.org  
(512) 834-9317 ext 337

**EXHIBIT B**



**Tax Rate Worksheet Information** (numbering based on form 50-856)

84

1	2022 total taxable value	\$1,060,444,316
2	2022 tax ceiling	\$ 0
4	2022 total adopted tax rate	0.5725
5	2022 taxable value lost because of court appeals of ARB decisions reduced 2022 ARB values	
5A	Original 2022 ARB Value	\$71,990,000
5B	2022 values resulting from final court decisions	\$66,000,000
6	2022 taxable value subject to an appeal under Chapter 42, as of July 25	
6A	2022 ARB certified value	\$115,500,000
6B	2022 disputed value	\$11,550,000
9	2022 taxable value of property in territory the taxing unit deannexed after Jan 1, 2022	
10	2022 taxable value lost because a property first qualified for exemption in 2023	
10A	Absolute exemptions	\$ 0
10B	Partial exemptions and amount exempt due to an increased exemption	\$2,466,486
11	2022 taxable value lost because a property first qualified for agricultural appraisal in 2023	
11A	2022 market value	\$ 0
11B	2023 productivity value	\$ 0
13	2022 captured value of property in a TIF/TIRZ	
18	Total 2023 taxable value on the certified appraisal roll today	
18A	Certified taxable	\$1,150,958,059
18B	Rolling Stock	
18C	Pollution control and energy storage systems exemptions	
18D	2023 captured value of property in a TIF/TIRZ	
19	Total value of properties under protest or not on certified roll	
19A	2023 taxable value of properties under protest	\$131,143,321
19B	2023 value of properties not under protest or included in certified appraisal	
20	2023 tax ceiling	\$ 0
22	Total 2023 taxable value of properties in territory annexed after Jan 1, 2022	\$ 0
23	Total 2023 taxable value of new improvements and new personal property located in new improvements	\$32,014,862

**Notice of Public Hearing – Budget/Tax Rate Information**

2022 Average appraised value of properties with a homestead exemption	\$397,176
2022 Total appraised value of all property	\$1,748,915,820
2022 Total appraised value of all new property	\$15,695,482
2022 Average taxable value of properties with a homestead exemption	\$254,820
2022 Total taxable value of all property	\$1,175,944,316
2022 Total taxable value of all new property	\$14,491,564
2023 Average appraised value of properties with a homestead exemption	\$388,883
2023 Total appraised value of all property	\$1,783,904,617
2023 Total appraised value of all new property	\$32,020,966
2023 Average taxable value of properties with a homestead exemption	\$278,357
2023 Total taxable value of all property	\$1,282,101,380
2023 Total taxable of all new property	\$32,014,862

	NOT UNDER REVIEW	UNDER REVIEW	TOTAL
<b>REAL PROPERTY &amp; MFT HOMES</b>	(Count) (3,065)	(Count) (307)	(Count) (3,372)
Land HS Value	266,346,168	23,119,472	289,465,640
Land NHS Value	68,070,633	15,940,099	84,010,732
Ag Land Market Value	876,863	0	876,863
Total Land Value	<b>335,293,664</b>	<b>39,059,571</b>	<b>374,353,235</b>
Improvement HS Value	816,190,558	79,567,764	895,758,322
Improvement NHS Value	265,074,348	56,070,888	321,145,236
Total Improvement	<b>1,081,264,906</b>	<b>135,638,652</b>	<b>1,216,903,558</b>
Market Value	<b>1,416,558,570</b>	<b>174,698,223</b>	<b>1,591,256,793</b>
<b>BUSINESS PERSONAL PROPERTY</b>	(51)	(7)	(58)
Market Value	<b>227,333,392</b>	<b>895,640</b>	<b>228,229,032</b>
<b>OIL &amp; GAS / MINERALS</b>	(0)	(0)	(0)
Market Value	<b>0</b>	<b>0</b>	<b>0</b>
<b>OTHER (Intangibles)</b>	(0)	(0)	(0)
Market Value	<b>0</b>	<b>0</b>	<b>0</b>
	(Total Count) (3,116)	(Total Count) (314)	(Total Count) (3,430)
<b>TOTAL MARKET</b>	<b>1,643,891,962</b>	<b>175,593,863</b>	<b>1,819,485,825</b>
Ag Land Market Value	876,863	0	876,863
Ag Use	1,410	0	1,410
Ag Loss (-)	875,453	0	875,453
<b>APPRAISED VALUE</b>	<b>1,643,016,509</b>	<b>175,593,863</b>	<b>1,818,610,372</b>
	90.3%	9.7%	100.0%
HS CAP Limitation Value (-)	181,348,918	8,092,763	189,441,681
<b>NET APPRAISED VALUE</b>	<b>1,461,667,591</b>	<b>167,501,100</b>	<b>1,629,168,691</b>
Total Exemption Amount	310,709,532	2,386,467	313,095,999
<b>NET TAXABLE</b>	<b>1,150,958,059</b>	<b>165,114,633</b>	<b>1,316,072,692</b>
<b>TAX LIMIT/FREEZE ADJUSTMENT</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>LIMIT ADJ TAXABLE (I&amp;S)</b>	<b>1,150,958,059</b>	<b>165,114,633</b>	<b>1,316,072,692</b>
<b>CHAPTER 313 ADJUSTMENT</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>LIMIT ADJ TAXABLE (M&amp;O)</b>	<b>1,150,958,059</b>	<b>165,114,633</b>	<b>1,316,072,692</b>

APPROX TOTAL LEVY = NET TAXABLE \* (TAX RATE / 100)  
 \$7,534,516.16 = 1,316,072,692 \* 0.572500 / 100)

**NORTHTOWN MUD**  
**Exemptions**

EXEMPTIONS Exemption	NOT UNDER REVIEW		UNDER REVIEW		TOTAL	
	Total	Count	Total	Count	Total	Count
<b>Homestead Exemptions</b>						
HS-Local	29,297,970	2,007	1,957,363	115	31,255,333	2,122
HS-State	0	0	0	0	0	0
HS-Prorated	59,799	4	30,508	2	90,307	6
OV65-Local	7,422,297	313	275,000	11	7,697,297	324
OV65-State	0	0	0	0	0	0
OV65-Prorated	0	0	0	0	0	0
OV65S-Local	175,000	8	0	0	175,000	8
OV65S-State	0	0	0	0	0	0
OV65S-Prorated	0	0	0	0	0	0
DP-Local	875,000	36	12,500	1	887,500	37
DP-State	0	0	0	0	0	0
DP-Prorated	0	0	0	0	0	0
DVHS	7,789,729	25	0	0	7,789,729	25
DVHS-Prorated	0	0	0	0	0	0
DVHSS	920,803	4	0	0	920,803	4
DVHSS-Prorated	0	0	0	0	0	0
<b>Subtotal for Homestead Exemptions</b>	<b>46,540,598</b>	<b>2,397</b>	<b>2,275,371</b>	<b>129</b>	<b>48,815,969</b>	<b>2,526</b>
<b>Disabled Veterans Exemptions</b>						
DV1	85,000	11	10,000	2	95,000	13
DV1S	5,000	1	0	0	5,000	1
DV2	49,500	7	0	0	49,500	7
DV2S	7,500	1	0	0	7,500	1
DV3	112,000	12	0	0	112,000	12
DV4	180,000	32	24,000	2	204,000	34
<b>Subtotal for Disabled Veterans Exemptions</b>	<b>439,000</b>	<b>64</b>	<b>34,000</b>	<b>4</b>	<b>473,000</b>	<b>68</b>
<b>Special Exemptions</b>						
FR	218,353,539	4	0	0	218,353,539	4
GIT	0	0	0	1	0	1
SO	867,746	67	77,096	6	944,842	73
<b>Subtotal for Special Exemptions</b>	<b>219,221,285</b>	<b>71</b>	<b>77,096</b>	<b>7</b>	<b>219,298,381</b>	<b>78</b>
<b>Absolute Exemptions</b>						
EX-XV	44,500,651	33	0	0	44,500,651	33
EX-XV-PRORATED	0	0	0	0	0	0
EX366	7,998	6	0	0	7,998	6
<b>Subtotal for Absolute Exemptions</b>	<b>44,508,649</b>	<b>39</b>	<b>0</b>	<b>0</b>	<b>44,508,649</b>	<b>39</b>
<b>Total:</b>	<b>310,709,532</b>	<b>2,571</b>	<b>2,386,467</b>	<b>140</b>	<b>313,095,999</b>	<b>2,711</b>

**New Value**

Total New Market Value: \$32,020,966  
Total New Taxable Value: \$32,014,862

**Exemption Loss**

**New Absolute Exemptions**

Exemption Description	Count	Last Year Market Value
Absolute Exemption Value Loss:	0	0

**New Partial Exemptions**

Exemption Description	Count	Partial Exemption Amt
DV4 Disabled Veterans 70% - 100%	5	48,000
DVHS Disabled Veteran Homestead	2	539,346
HS Homestead	74	1,351,394
OV65 Over 65	11	275,000
SO Solar (Special Exemption)	19	252,746
Partial Exemption Value Loss:	111	2,466,486
Total NEW Exemption Value		2,466,486

**Increased Exemptions**

Exemption Description	Count	Increased Exemption Amt
Increased Exemption Value Loss:	0	0
Total Exemption Value Loss:		2,466,486

**Average Homestead Value**

Category	Count of HS	Average Market	Average Exemption	Average Taxable
A Only	2,122	388,883	18,160	278,357
A & E	2,122	388,883	18,160	278,357

**Property Under Review - Lower Value Used**

Count	Market Value	Lower Market Value	Estimated Lower Taxable Value
314	175,593,863	140,012,655	131,143,321

**NORTHTOWN MUD**  
**State Category Breakdown**

Not Under Review

Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A	Single-family Residential	2,961		126,584	1,102,310,347	874,092,888
B	Multifamily Residential	43		0	213,334,498	212,355,695
C1	Vacant Lots and Tracts	38		0	1,940,654	1,940,654
D1	Qualified Open-Space Land	5	106.19	0	876,863	1,410
E	Rural Land,Not Qualified for Open-Space Land	10		0	10,532,123	10,532,123
F1	Commercial Real Property	3		0	32,548,693	32,548,693
J3	Electric Companies (including Co-ops)	1		0	846,000	846,000
J4	Telephone Companies (including Co-ops)	2		0	103,460	103,460
L1	Commercial Personal Property	45		0	3,994,912	3,341,713
L2	Industrial and Manufacturing Personal Property	3		0	222,389,020	4,680,682
O	Residential Inventory	80		1,575,125	10,514,741	10,514,741
XV	Other Totally Exempt Properties (including	33		0	44,500,651	0
<b>Totals:</b>			106.19	1,701,709	1,643,891,962	1,150,958,059

**NORTHTOWN MUD**  
**State Category Breakdown**

Under Review

Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A	Single-family Residential	286		0	112,242,895	101,763,665
B	Multifamily Residential	5		0	20,569,793	20,569,793
C1	Vacant Lots and Tracts	4		0	1,319,555	1,319,555
D1	Qualified Open-Space Land	13	31.77	0	0	0
E	Rural Land,Not Qualified for Open-Space Land	15		0	5,415,256	5,415,256
F1	Commercial Real Property	3		30,319,257	34,591,058	34,591,058
L1	Commercial Personal Property	7		0	895,640	895,640
O	Residential Inventory	1		0	559,666	559,666
<b>Totals:</b>			31.77	30,319,257	175,593,863	165,114,633

**NORTHTOWN MUD**  
**State Category Breakdown**

Grand Totals

Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A	Single-family Residential	3,247		126,584	1,214,553,242	975,856,553
B	Multifamily Residential	48		0	233,904,291	232,925,488
C1	Vacant Lots and Tracts	42		0	3,260,209	3,260,209
D1	Qualified Open-Space Land	18	137.96	0	876,863	1,410
E	Rural Land,Not Qualified for Open-Space Land	25		0	15,947,379	15,947,379
F1	Commercial Real Property	6		30,319,257	67,139,751	67,139,751
J3	Electric Companies (including Co-ops)	1		0	846,000	846,000
J4	Telephone Companies (including Co-ops)	2		0	103,460	103,460
L1	Commercial Personal Property	52		0	4,890,552	4,237,353
L2	Industrial and Manufacturing Personal Property	3		0	222,389,020	4,680,682
O	Residential Inventory	81		1,575,125	11,074,407	11,074,407
XV	Other Totally Exempt Properties (including	33		0	44,500,651	0
<b>Totals:</b>			137.96	32,020,966	1,819,485,825	1,316,072,692



2023 Adjusted Certified  
84 Totals

**NORTHTOWN MUD**  
**Top Taxpayers**

TRAVIS CAD  
As of Roll # 1

Rank	Owner ID	Taxpayer Name	Market Value	Taxable Value
1	1836252	MADISON-MF TECH RIDGE TX LLC	\$77,900,000	\$77,900,000
2	1620110	BELKORP OAKS LLC	\$59,767,819	\$59,767,819
3	1830527	NORTHTOWN PHASE 1 LLC	\$34,767,315	\$34,767,315
4	1801354	EDENBROOK RIDGE LLC	\$32,191,248	\$32,191,248
5	1694006	LOGISTICS II TECH RIDGE PORTFOLIO	\$29,623,693	\$29,623,693
6	1720788	LANTOWER TECHRIDGE AUSTIN LP	\$20,690,323	\$20,690,323
7	1742944	MCN LAKEWOOD LLC	\$18,303,473	\$18,303,473
8	1872857	KB HOME LONE STAR INC	\$8,887,654	\$8,887,654
9	244407	VILLAGE @ NORTHTOWN LTD	\$8,312,173	\$8,312,173
10	1934326	NORTHTOWN MULTIFAMILY LP	\$5,861,434	\$5,861,434
11	1974106	APPLIED MATERIALS INC	\$222,389,020	\$4,680,682
12	1830528	NORTHTOWN PHASE 2A LLC	\$4,237,038	\$3,361,585
13	180967	A M PETROLEUM INC	\$2,925,000	\$2,925,000
14	1613377	ASPOREA BUSINESS INC	\$2,636,445	\$2,636,445
15	1287135	WILLS-ROGERS LISA R	\$1,654,975	\$1,654,975
16	1436950	TRANSPAK INC	\$1,571,881	\$1,571,881
17	1274944	ROGERS LISA R WILLS & BRIAN KIRVIN	\$1,301,210	\$1,301,210
18	1512335	CHOWDHURY AHSAN H	\$1,109,831	\$1,109,831
19	1371277	BRAR PARAMJIT K & SARDUL S	\$1,093,027	\$1,093,027
20	527587	ROGERS BRIAN KIRVIN &	\$877,132	\$877,132
<b>Total</b>			<b>\$536,100,691</b>	<b>\$317,516,900</b>

**Northtown Municipal Utility District  
2023 Tax Rate Analysis**

**Historical District Assessed Valuations & Tax Rates**

**2023 Certified  
Assessed Valuation**

	Assessed Valuation	D/S	M&O	Total	Annual Tax Rate Increase or (Decrease)	Cumulative Tax Rate Increase or (Decrease)
2023	\$ 1,282,101,380	\$ 0.1890	\$ 0.3765	\$ 0.5655	\$ (0.0495)	\$ (0.2645)
2022	1,175,944,316	0.2135	0.3590	0.5725	(0.0425)	(0.2575)
2021	921,668,142	0.2650	0.3500	0.6150	(0.0100)	(0.2150)
2020	827,991,694	0.2475	0.3775	0.6250	-	(0.2050)
2019	804,649,125	0.2610	0.3640	0.6250	(0.0050)	(0.2050)
2018	773,957,339	0.2727	0.3573	0.6300	(0.0775)	(0.2000)
2017	702,615,092	0.3130	0.3945	0.7075	-	(0.1225)
2016	648,319,836	0.3346	0.3729	0.7075	(0.0145)	(0.1225)
2015	579,121,476	0.3788	0.3432	0.7220	(0.0140)	(0.1080)
2014	514,304,255	0.4343	0.3017	0.7360	(0.0140)	(0.0940)
2013	498,109,997	0.4451	0.3049	0.7500	-	(0.0800)
2012	424,237,950	0.5271	0.2229	0.7500	-	(0.0800)
2011	427,743,268	0.4618	0.2882	0.7500	-	(0.0800)
2010	426,534,832	0.4711	0.2789	0.7500	-	(0.0800)
2009	434,241,694	0.4468	0.3032	0.7500	-	(0.0800)
2008	383,023,670	0.3467	0.4033	0.7500	-	(0.0800)
2007	345,301,707	0.3025	0.4475	0.7500	-	(0.0800)
2006	311,580,326	0.3540	0.3960	0.7500	-	(0.0800)
2005	259,326,532	0.3000	0.4500	0.7500	-	(0.0800)
2004	217,556,869	0.3200	0.4300	0.7500	-	(0.0800)
2003	176,444,731	0.3455	0.4045	0.7500	0.1000	(0.0800)
2002	136,081,264	0.3206	0.3294	0.6500	-	(0.1800)
2001	106,890,553	0.3443	0.3057	0.6500	0.0100	(0.1800)
2000	85,842,088	0.3352	0.3048	0.6400	-	(0.1900)
1999	63,111,800	0.3200	0.3200	0.6400	0.0434	(0.1900)
1998	52,600,963	0.3107	0.2859	0.5966	0.0009	(0.2334)
1997	39,530,168	0.2971	0.2986	0.5957	(0.1074)	(0.2343)
1996	34,854,036	0.1708	0.5323	0.7031	0.0845	(0.1269)
1995	32,003,401	0.1870	0.4316	0.6186	(0.1314)	(0.2114)
1994	29,934,757	0.3160	0.4340	0.7500	(0.0617)	(0.0800)
1993	20,642,257	-	0.8117	0.8117	(0.0183)	(0.0183)
1992	12,596,639	-	0.8300	0.8300	-	-
1991	10,657,855	-	0.8300	0.8300	-	-

**Classification of Districts included in Senate Bill No. 2**

	Special Taxing Units	Developed Districts	Developing Districts
	Special Taxing Units have levied a M&O Tax Rate of \$0.025 or less.	Districts that have financed, completed and <i>issued bonds</i> to reimburse the cost of utility facilities necessary to serve at least 95% of the projected buildout of the District.	Districts which do not fall under Special Taxing Districts or Developed District.
<b>Rollback Rate</b>	<b>1.080%</b>	<b>1.035%</b>	<b>1.08%</b>
<b>Calculated Rollback Rate</b>			
2022 Tax Rate			\$ 0.5725
2023 Tax Rate			0.5655
Rollback Rate:			1.080%

**Northtown Municipal Utility District**  
**Projection of Income and Expenses - Debt Service Fund**

*No Growth*

prepared by Public Finance Group

<u>Year</u>	<u>Projected Assessed Valuation</u>	<u>Tax Rate Per \$100 A.V.</u>	<u>Tax Collections @.99%</u>	<u>Investment Income @ 1.00%</u>	<u>Total Available for Debt</u>	<u>Outstanding Debt</u>	<u>Cumulative Debt Fund Balance</u>	<u>Percentage of Subsequent Year's Debt</u>
2022	\$ 1,175,944,316	\$ 0.2135						
2023	\$ 1,282,101,380	\$ 0.1890	\$ 2,485,535	\$ 8,563	\$ 3,350,432	\$ 2,419,425	\$ 856,334 (a)	35.39%
2024	1,282,101,380	0.1890	2,398,940	9,310	3,339,257	2,444,025	931,007	38.09%
2025	1,282,101,380	0.1890	2,398,940	8,952	3,303,124	2,413,575	895,232	37.09%
2026	1,282,101,380	0.1890	2,398,940	8,895	3,297,385	2,451,175	889,549	36.29%
2027	1,282,101,380	0.1890	2,398,940	8,462	3,253,612	2,444,875	846,210	34.61%
2028	1,282,101,380	0.1890	2,398,940	8,087	3,215,764	2,451,975	808,737	32.98%
2029	1,282,101,380	0.1890	2,398,940	7,638	3,170,367	2,452,525	763,789	31.14%
2030	1,282,101,380	0.1890	2,398,940	7,178	3,123,960	2,488,400	635,560	28.85%
2031	1,282,101,380	0.1890	2,398,940	6,356	3,040,855	2,459,500	581,355	25.84%
2032	1,282,101,380	0.1890	2,398,940	5,814	2,986,109	2,158,500	827,609	26.93%
2033	1,282,101,380	0.1890	2,398,940	8,276	3,234,825	2,142,000	1,092,825	38.64%
			<b>\$ 26,474,934</b>	<b>\$ 87,532</b>	<b>\$ 26,325,975</b>	<b>\$ 26,325,975</b>		

(a) Audited 9/30/2022 Debt Service Fund balance.

\$ 856,334





**WATER DISTRICT  
NOTICE OF PUBLIC HEARING ON TAX RATE**

The Northtown Municipal Utility District will hold a public hearing on a proposed tax rate for the tax year 2023 on Tuesday, September 26, 2023 at 5:45 P.M. The hearing will be conducted in-person at the Northtown MUD Offices, 700 East Wells Branch Parkway, Pflugerville, Texas 78660.

Your individual taxes may increase at a greater or lesser rate, or even decrease, depending on the tax rate that is adopted and on the change in the taxable value of your property in relation to the change in taxable value of all other property. The change in the taxable value of your property in relation to the change in taxable value of all other property determines the distribution of the tax burden among all property owners.

Visit [Texas.gov/Property Taxes](https://www.texas.gov/Property-Taxes) to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information about proposed tax rates and scheduled public hearings of each entity that taxes your property.

*(Names of all board members and, if a vote was taken, an indication of how each voted on the proposed tax rate and an indication of any absences.)*

- FOR** the proposal:
- AGAINST** the proposal:
- PRESENT** and not voting:
- ABSENT:**

The following table compares taxes on an average residence homestead in this taxing unit last year to taxes proposed on the average residence homestead this year.

	<b>Developing District Rate (8% Max Increase)</b>	
	<u>Last Year</u>	<u>This Year</u>
Total tax rate (per \$100 of value)	\$ 0.5725 /\$100 Adopted	\$ 0.5655 /\$100 Proposed
Difference in rates per \$100 of value		(\$0.0070) /\$100
Percentage increase/decrease in rates (+/-)		-1.22%
Average appraised residence homestead value	\$ 397,176	\$ 388,883
General exemptions available (excluding 65 years of age or older or disabled person's exemptions)	5% Max or \$5,000 Min	5% Max or \$5,000 Min
Average residence homestead taxable value	\$ 254,820	\$ 278,357
Tax on average residence homestead	\$ 1,459	\$ 1,574
Annual increase/decrease in taxes if proposed tax rate is adopted (+/-) and percentage of increase (+/-)		\$ 115 7.90%

If the proposed combined debt service, operation and maintenance, and contract tax rate requires or authorizes an election to approve or reduce the tax rate the Northtown Municipal Utility District Board of Directors proposes to use the tax increase for the purpose of district operations.

**NOTICE OF TAXPAYERS' RIGHT TO ELECTION TO REDUCE TAX RATE**

If the district adopts a combined debt service, operation and maintenance, and contract tax rate that would result in the taxes on the average residence homestead increasing by more than 8 percent, the qualified voters of the district by petition may require that an election be held to determine whether to reduce the operation and maintenance tax rate to the voter-approval tax rate under Section 49.23603, Water Code.

**The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.**

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*(Names of all board members and, if a vote was taken, an indication of how each voted on the proposed tax rate and an indication of any absences.)*

**FOR** the proposal:

**AGAINST** the proposal:

**PRESENT** and not voting:

**ABSENT:**

D/S: \$0.1890

M/O: 0.3660

Total: \$0.5550

The following table compares taxes on an average residence homestead in this taxing unit last year to taxes proposed on the average residence homestead this year.

	<b>\$0.01 Decrease from Developing District Rate</b>	
	<u>Last Year</u>	<u>This Year</u>
Total tax rate (per \$100 of value)	\$ 0.5725 /\$100	\$ 0.5550 /\$100
	Adopted	Proposed
Difference in rates per \$100 of value		(\$0.0175) /\$100
Percentage increase/decrease in rates (+/-)		-3.06%
Average appraised residence homestead value	\$ 397,176	\$ 388,883
General exemptions available		
(excluding 65 years of age or older or disabled person's exemptions)	5% Max or \$5,000 Min	5% Max or \$5,000 Min
Average residence homestead taxable value	\$ 254,820	\$ 278,357
Tax on average residence homestead	\$ 1,459	\$ 1,545
Annual increase/decrease in taxes if proposed tax rate is adopted (+/-)		\$ 86
and percentage of increase (+/-)		5.90%

If the proposed combined debt service, operation and maintenance, and contract tax rate requires or authorizes an election to approve or reduce the tax rate the Northtown Municipal Utility District Board of Directors proposes to use the tax increase for the purpose of district operations.

**NOTICE OF TAXPAYERS' RIGHT TO ELECTION TO REDUCE TAX RATE**

If the district adopts a combined debt service, operation and maintenance, and contract tax rate that would result in the taxes on the average residence homestead increasing by more than 8 percent, the qualified voters of the district by petition may require that an election be held to determine whether to reduce the operation and maintenance tax rate to the voter-approval tax rate under Section 49.23603, Water Code.

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*(Names of all board members and, if a vote was taken, an indication of how each voted on the proposed tax rate and an indication of any absences.)*

**FOR** the proposal:

**AGAINST** the proposal:

**PRESENT** and not voting:

**ABSENT:**

D/S: \$0.1890

M/O: 0.3687

Total: \$0.5577

The following table compares taxes on an average residence homestead in this taxing unit last year to taxes proposed on the average residence homestead this year.

	<u>Last Year</u>	<u>Voter-Approval Tax Rate This Year</u>
Total tax rate (per \$100 of value)	\$ 0.5725 /\$100	\$ 0.5577 /\$100
	Adopted	Proposed
Difference in rates per \$100 of value		(\$0.0148) /\$100
Percentage increase/decrease in rates (+/-)		-2.59%
Average appraised residence homestead value	\$ 397,176	\$ 388,883
General exemptions available (excluding 65 years of age or older or disabled person's exemptions)	5% Max or \$5,000 Min	5% Max or \$5,000 Min
Average residence homestead taxable value	\$ 254,820	\$ 278,357
Tax on average residence homestead	\$ 1,459	\$ 1,552
Annual increase/decrease in taxes if proposed tax rate is adopted (+/-)		\$ 94
and percentage of increase (+/-)		6.41%

If the proposed combined debt service, operation and maintenance, and contract tax rate requires or authorizes an election to approve or reduce the tax rate the Northtown Municipal Utility District Board of Directors proposes to use the tax increase for the purpose of district operations.

**NOTICE OF TAXPAYERS' RIGHT TO ELECTION TO REDUCE TAX RATE**

If the district adopts a combined debt service, operation and maintenance, and contract tax rate that would result in the taxes on the average residence homestead increasing by more than 8 percent, the qualified voters of the district by petition may require that an election be held to determine whether to reduce the operation and maintenance tax rate to the voter-approval tax rate under Section 49.23603, Water Code.

**The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.**

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*(Names of all board members and, if a vote was taken, an indication of how each voted on the proposed tax rate and an indication of any absences.)*

**FOR** the proposal:

**AGAINST** the proposal:

**PRESENT** and not voting:

**ABSENT:**

D/S: \$0.1890

M/O: 0.3590

Total: \$0.5480

The following table compares taxes on an average residence homestead in this taxing unit last year to taxes proposed on the average residence homestead this year.

	<u>Last Year</u>	<u>Same M&amp;O Tax Rate as 2022 This Year</u>
Total tax rate (per \$100 of value)	\$ 0.5725 /\$100	\$ 0.5480 /\$100
	Adopted	Proposed
Difference in rates per \$100 of value		(\$0.0245) /\$100
Percentage increase/decrease in rates (+/-)		-4.28%
Average appraised residence homestead value	\$ 397,176	\$ 388,883
General exemptions available		
(excluding 65 years of age or older or disabled person's exemptions)	5% Max or \$5,000 Min	5% Max or \$5,000 Min
Average residence homestead taxable value	\$ 254,820	\$ 278,357
Tax on average residence homestead	\$ 1,459	\$ 1,525
Annual increase/decrease in taxes if proposed tax rate is adopted (+/-)		\$ 67
and percentage of increase (+/-)		4.56%

If the proposed combined debt service, operation and maintenance, and contract tax rate requires or authorizes an election to approve or reduce the tax rate the Northtown Municipal Utility District Board of Directors proposes to use the tax increase for the purpose of district operations.

**NOTICE OF TAXPAYERS' RIGHT TO ELECTION TO REDUCE TAX RATE**

If the district adopts a combined debt service, operation and maintenance, and contract tax rate that would result in the taxes on the average residence homestead increasing by more than 8 percent, the qualified voters of the district by petition may require that an election be held to determine whether to reduce the operation and maintenance tax rate to the voter-approval tax rate under Section 49.23603, Water Code.

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*(Names of all board members and, if a vote was taken, an indication of how each voted on the proposed tax rate and an indication of any absences.)*

**FOR** the proposal:

**AGAINST** the proposal:

**PRESENT** and not voting:

**ABSENT:**

D/S: \$0.1890

M/O: 0.3530

Total: \$0.5420

The following table compares taxes on an average residence homestead in this taxing unit last year to taxes proposed on the average residence homestead this year.

	<b>Developed District Rate (3.5% Max Increase)</b>	
	<u><b>Last Year</b></u>	<u><b>This Year</b></u>
Total tax rate (per \$100 of value)	\$ 0.5725 /\$100	\$ 0.5420 /\$100
	Adopted	Proposed
Difference in rates per \$100 of value		(\$0.0305) /\$100
Percentage increase/decrease in rates (+/-)		-5.33%
Average appraised residence homestead value	\$ 397,176	\$ 388,883
General exemptions available (excluding 65 years of age or older or disabled person's exemptions)	5% Max or \$5,000 Min	5% Max or \$5,000 Min
Average residence homestead taxable value	\$ 254,820	\$ 278,357
Tax on average residence homestead	\$ 1,459	\$ 1,509
Annual increase/decrease in taxes if proposed tax rate is adopted (+/-)		\$ 50
and percentage of increase (+/-)		<u>3.42%</u>

If the proposed combined debt service, operation and maintenance, and contract tax rate requires or authorizes an election to approve or reduce the tax rate the Northtown Municipal Utility District Board of Directors proposes to use the tax increase for the purpose of district operations.

**NOTICE OF TAXPAYERS' RIGHT TO ELECTION TO REDUCE TAX RATE**

If the district adopts a combined debt service, operation and maintenance, and contract tax rate that would result in the taxes on the average residence homestead increasing by more than 8 percent, the qualified voters of the district by petition may require that an election be held to determine whether to reduce the operation and maintenance tax rate to the voter-approval tax rate under Section 49.23603, Water Code.

**The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.**



Northtown Municipal Utility District

GENERAL FUND

Projected Revenues and Expenses

(Includes 3% Annual Increase in Revenues and Expenses)

	Develop District									
	Audited		Projected		Budget		Estimated			
	9/30/2021	9/30/2022	9/30/2023	2023/2024 (a)	9/30/2025	9/30/2026	9/30/2027	9/30/2028	9/30/2029	
<b>REVENUES-</b>										
Property Tax, including penalties	\$ 3,131,903	\$ 3,213,909	\$ 4,183,358	\$ 4,639,220	\$ 4,480,560	\$ 4,480,560	\$ 4,480,560	\$ 4,480,560	\$ 4,480,560	\$ 4,480,560
Water, wastewater, garbage fees, with penalties	3,993,909	4,259,593	4,325,753	4,385,260	4,516,818	4,652,322	4,791,892	4,935,649	5,083,718	5,232,231
Tap Fees	132,236	311,630	72,600	90,000	92,700	95,481	98,345	101,296	104,335	107,384
Park Fees	294,300	23,500	433,065	23,500	24,205	24,931	25,679	26,449	27,243	28,037
Interest	12,885	109,624	634,624	840,000	865,200	891,156	917,891	945,427	973,790	1,002,325
Park Grant										
Miscellaneous Income	74,309	3,533	18,480	30,000						
<b>TOTAL REVENUES</b>	<b>\$ 7,659,542</b>	<b>\$ 7,897,909</b>	<b>\$ 9,667,880</b>	<b>\$ 10,007,980</b>	<b>\$ 9,979,482</b>	<b>\$ 10,144,450</b>	<b>\$ 10,314,367</b>	<b>\$ 10,489,381</b>	<b>\$ 10,669,646</b>	
<b>EXPENDITURES-</b>										
Water, wastewater and garbage purchases	\$ 2,923,390	\$ 2,985,343	\$ 3,191,486	\$ 4,135,595	\$ 4,259,663	\$ 4,387,453	\$ 4,519,076	\$ 4,654,649	\$ 4,794,288	\$ 4,933,927
Repairs and maintenance	299,101	354,901	359,058	618,000	636,540	655,636	675,305	695,564	716,431	737,307
Utilities	24,441	25,382	34,757	79,000	81,370	83,811	86,325	88,915	91,583	94,271
Park Maintenance	656,980	638,448	772,520	1,133,740	1,167,752	1,202,785	1,238,868	1,276,034	1,314,315	1,352,606
Inspection fees/meter purchases	25,175	250	86,217	80,000	82,400	84,872	87,418	90,041	92,742	95,484
General manager services	373,101	371,367	401,306	418,106	420,649	443,569	456,876	470,582	484,699	499,266
Legal fees	126,616	125,158	119,219	131,000	134,930	138,978	143,147	147,442	151,865	156,338
Engineering fees	105,599	116,843	58,951	101,800	104,854	108,000	111,240	114,577	118,014	121,451
Bookkeeping fees	66,750	67,000	72,165	74,000	76,220	78,507	80,862	83,288	85,786	88,306
Audit fees	16,250	16,750	17,500	18,000	18,540	19,096	19,669	20,259	20,867	21,484
Other consulting services	9,747	21,682	14,988	53,500	55,105	56,758	58,461	60,215	62,021	63,878
Security services	120,132	109,289	97,717	163,600	168,508	173,563	178,770	184,133	189,657	195,340
Tax Assessor/Collector Fees	16,211	17,435	22,965	25,000	25,750	26,523	27,318	28,138	28,982	29,851
Director's Fees	14,694	8,538	43,729	67,695	69,726	71,818	73,972	76,191	78,477	80,824
Insurance	22,558	22,671	25,000	31,250	32,188	33,153	34,148	35,172	36,227	37,311
Chemicals	55,214	70,438	72,024	80,000	82,400	84,872	87,418	90,041	92,742	95,484
Other	104,789	123,425	148,127	142,650	146,930	151,337	155,878	160,554	165,370	170,327
Deed Restriction			454,054	506,487	521,682	537,332	553,452	570,056	587,157	604,856
Office Expenditures	2,907,875	2,657,250	538,355	2,305,000						
Capital Outlay										
<b>TOTAL EXPENDITURES</b>	<b>\$ 8,315,225</b>	<b>\$ 8,157,512</b>	<b>\$ 6,550,138</b>	<b>\$ 10,164,423</b>	<b>\$ 8,095,206</b>	<b>\$ 8,338,062</b>	<b>\$ 8,588,204</b>	<b>\$ 8,845,850</b>	<b>\$ 9,111,225</b>	
<b>Net Revenues</b>	<b>\$ (675,683)</b>	<b>\$ (259,603)</b>	<b>\$ 3,137,742</b>	<b>\$ (156,443)</b>	<b>\$ 1,884,277</b>	<b>\$ 1,806,388</b>	<b>\$ 1,726,163</b>	<b>\$ 1,643,531</b>	<b>\$ 1,558,420</b>	
<b>Other Financing Sources / (Uses)</b>										
Bond Proceeds										
Operating Transfer In / (Out)	230,972									
<b>Total Other Financing Sources / (Uses)</b>										
<b>Beginning General Fund Balance</b>	\$ 14,145,722	\$ 13,701,011	\$ 13,441,408	\$ 16,579,150	\$ 16,422,707	\$ 18,306,984	\$ 20,113,372	\$ 21,839,535	\$ 23,483,067	\$ 25,041,487
<b>Ending General Fund Balance</b>	\$ 13,701,011	\$ 13,441,408	\$ 16,579,150	\$ 16,422,707	\$ 18,306,984	\$ 20,113,372	\$ 21,839,535	\$ 23,483,067	\$ 25,041,487	\$ 26,693,907
<i>Twelve month reserve amount</i>	\$ 8,315,225	\$ 8,157,512	\$ 6,550,138	\$ 10,164,423	\$ 8,095,206	\$ 8,338,062	\$ 8,588,204	\$ 8,845,850	\$ 9,111,225	\$ 9,382,450
Projected Assessed Valuation	\$ 921,668,142	\$ 1,175,944,316	\$ 1,282,101,380	\$ 1,282,101,380	\$ 1,282,101,380	\$ 1,282,101,380	\$ 1,282,101,380	\$ 1,282,101,380	\$ 1,282,101,380	\$ 1,282,101,380
Estimated M&O Tax Revenues @ .99% collection rate	\$ 3,193,580	\$ 4,179,424	\$ 4,778,841	\$ 4,480,560	\$ 4,480,560	\$ 4,480,560	\$ 4,480,560	\$ 4,480,560	\$ 4,480,560	\$ 4,480,560
<b>PROJECTED TOTAL TAX RATE-</b>										
Maintenance & Operation	\$ 0.3500	\$ 0.3590	\$ 0.3765	\$ 0.3530	\$ 0.3530	\$ 0.3530	\$ 0.3530	\$ 0.3530	\$ 0.3530	\$ 0.3530
Debt Service	\$ 0.2650	\$ 0.2135	\$ 0.1890	\$ 0.1890	\$ 0.1890	\$ 0.1890	\$ 0.1890	\$ 0.1890	\$ 0.1890	\$ 0.1890
	\$ 0.6150	\$ 0.5725	\$ 0.5655	\$ 0.5420	\$ 0.5420	\$ 0.5420	\$ 0.5420	\$ 0.5420	\$ 0.5420	\$ 0.5420

(a) Provided by Bott & Douthitt.

**WATER DISTRICT  
NOTICE OF PUBLIC HEARING ON TAX RATE**

The Northtown Municipal Utility District will hold a public hearing on a proposed tax rate for the tax year 2023 on Tuesday, September 26, 2023 at 5:45 P.M. The hearing will be conducted in-person at the Northtown MUD Offices, 700 East Wells Branch Parkway, Pflugerville, Texas 78660.

Your individual taxes may increase at a greater or lesser rate, or even decrease, depending on the tax rate that is adopted and on the change in the taxable value of your property in relation to the change in taxable value of all other property. The change in the taxable value of your property in relation to the change in taxable value of all other property determines the distribution of the tax burden among all property owners.

Visit [Texas.gov/Property Taxes](https://www.texas.gov/Property-Taxes) to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information about proposed tax rates and scheduled public hearings of each entity that taxes your property.

*(Names of all board members and, if a vote was taken, an indication of how each voted on the proposed tax rate and an indication of any absences.)*

**FOR** the proposal:

**AGAINST** the proposal:

**PRESENT** and not voting:

**ABSENT:**

D/S: \$0.1890

M/O: 0.3360

Total: \$0.5250

The following table compares taxes on an average residence homestead in this taxing unit last year to taxes proposed on the average residence homestead this year.

	<u>Last Year</u>	<u>PARITY This Year</u>
Total tax rate (per \$100 of value)	\$ 0.5725 /\$100	\$ 0.5250 /\$100
	Adopted	Proposed
Difference in rates per \$100 of value		(\$0.0475) /\$100
Percentage increase/decrease in rates (+/-)		-8.30%
Average appraised residence homestead value	\$ 397,176	\$ 388,883
General exemptions available		
(excluding 65 years of age or older or disabled person's exemptions)	5% Max or \$5,000 Min	5% Max or \$5,000 Min
Average residence homestead taxable value	\$ 254,820	\$ 278,357
Tax on average residence homestead	\$ 1,459	\$ 1,461
Annual increase/decrease in taxes if proposed tax rate is adopted (+/-) and percentage of increase (+/-)		\$ 3 0.17%

If the proposed combined debt service, operation and maintenance, and contract tax rate requires or authorizes an election to approve or reduce the tax rate the Northtown Municipal Utility District Board of Directors proposes to use the tax increase for the purpose of district operations.

**NOTICE OF TAXPAYERS' RIGHT TO ELECTION TO REDUCE TAX RATE**

If the district adopts a combined debt service, operation and maintenance, and contract tax rate that would result in the taxes on the average residence homestead increasing by more than 8 percent, the qualified voters of the district by petition may require that an election be held to determine whether to reduce the operation and maintenance tax rate to the voter-approval tax rate under Section 49.23603, Water Code.

**The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.**



Northtown Municipal Utility District

GENERAL FUND

Projected Revenues and Expenses

(Includes 3% Annual Increase in Revenues and Expenses)

	PARITY						
	Audited	Projected	Budget	Estimated	Estimated	Estimated	Estimated
	9/30/2021	9/30/2022	9/30/2023	2023/2024 (a)	9/30/2025	9/30/2026	9/30/2027
<b>REVENUES-</b>							
Property Tax, including penalties	\$ 3,131,903	\$ 3,213,509	\$ 4,183,358	\$ 4,417,096	\$ 4,264,782	\$ 4,264,782	\$ 4,264,782
Water, wastewater, garbage fees, with penalties	3,993,909	4,259,593	4,325,753	4,385,260	4,516,818	4,791,892	4,935,649
Tap Fees	132,236	311,630	72,600	90,000	92,700	95,481	101,296
Park Fees	294,300	-	433,065	23,500	24,931	25,679	26,449
Interest	12,885	109,624	634,624	840,000	865,200	891,156	945,427
Park Grant	-	-	-	-	-	-	-
Miscellaneous Income	74,309	3,553	18,480	30,000	-	-	-
<b>TOTAL REVENUES</b>	<b>\$ 7,639,542</b>	<b>\$ 7,897,909</b>	<b>\$ 9,667,880</b>	<b>\$ 9,785,856</b>	<b>\$ 9,763,705</b>	<b>\$ 9,928,673</b>	<b>\$ 10,098,589</b>
<b>EXPENDITURES-</b>							
Water, wastewater and garbage purchases	\$ 2,923,390	\$ 2,985,343	\$ 3,191,486	\$ 4,135,595	\$ 4,259,663	\$ 4,387,453	\$ 4,519,076
Repairs and maintenance	299,101	354,901	359,058	618,000	636,540	655,636	675,305
Utilities	24,441	25,382	34,757	79,000	81,370	83,811	86,325
Park Maintenance	656,980	638,448	772,520	1,133,740	1,167,752	1,202,785	1,238,868
Inspection fees/meter purchases	25,175	250	86,217	80,000	82,400	84,872	87,418
General manager services	373,101	371,367	401,306	418,106	430,649	443,569	456,876
Legal fees	126,616	125,158	119,219	131,000	134,930	138,978	143,147
Engineering fees	105,599	58,951	116,843	101,800	104,854	108,000	111,240
Bookkeeping fees	66,750	67,000	72,165	74,000	76,220	78,507	80,862
Audit fees	16,250	16,750	17,500	18,000	18,540	19,096	19,669
Other consulting services	9,747	21,682	14,988	53,500	55,105	56,758	58,461
Security services	120,132	109,289	97,717	163,600	168,508	173,563	178,770
Tax Assessor/Collector Fees	16,211	17,435	22,965	25,000	25,750	26,523	27,318
Director's Fees	14,694	8,558	43,729	67,695	69,726	71,818	73,972
Insurance	22,558	22,671	25,000	31,250	32,188	33,153	34,148
Chemicals	55,214	70,438	72,024	80,000	82,400	84,872	87,418
Other	104,789	123,425	148,127	142,650	146,930	151,337	155,878
Deed Restriction	-	-	-	-	-	-	-
Office Expenditures	446,602	425,322	454,054	506,487	521,682	537,332	553,452
Capital Outlay	2,907,875	2,657,250	538,355	2,305,000	-	-	-
<b>TOTAL EXPENDITURES</b>	<b>\$ 8,315,225</b>	<b>\$ 8,157,512</b>	<b>\$ 6,530,138</b>	<b>\$ 10,164,423</b>	<b>\$ 8,095,206</b>	<b>\$ 8,338,062</b>	<b>\$ 8,588,204</b>
<b>Net Revenues</b>	<b>\$ (675,683)</b>	<b>\$ (259,603)</b>	<b>\$ 3,137,742</b>	<b>\$ (378,567)</b>	<b>\$ 1,668,499</b>	<b>\$ 1,590,611</b>	<b>\$ 1,510,386</b>
<b>Other Financing Sources / (Uses)</b>							
Bond Proceeds	-	-	-	-	-	-	-
Operating Transfer In / (Out)	230,972	-	-	-	-	-	-
<b>Total Other Financing Sources / (Uses)</b>							
<b>Beginning General Fund Balance</b>	<b>\$ 14,145,722</b>	<b>\$ 13,701,011</b>	<b>\$ 13,441,408</b>	<b>\$ 16,579,150</b>	<b>\$ 16,200,583</b>	<b>\$ 17,869,082</b>	<b>\$ 19,459,693</b>
<b>Ending General Fund Balance</b>	<b>\$ 8,315,225</b>	<b>\$ 8,157,512</b>	<b>\$ 6,530,138</b>	<b>\$ 10,164,423</b>	<b>\$ 8,095,206</b>	<b>\$ 8,338,062</b>	<b>\$ 8,845,850</b>
<i>Twelve month reserve amount</i>							
Projected Assessed Valuation	\$ 921,668,142	\$ 1,175,944,316	\$ 1,282,101,380	\$ 1,282,101,380	\$ 1,282,101,380	\$ 1,282,101,380	\$ 1,282,101,380
Estimated M&O Tax Revenues @ 99% collection rate	\$ 3,193,580	\$ 4,179,454	\$ 4,778,841	\$ 4,264,782	\$ 4,264,782	\$ 4,264,782	\$ 4,264,782
<b>PROJECTED TOTAL TAX RATE-</b>							
Maintenance & Operation	\$ 0.3500	\$ 0.3590	\$ 0.3765	\$ 0.3360	\$ 0.3360	\$ 0.3360	\$ 0.3360
Debt Service	\$ 0.2650	\$ 0.2135	\$ 0.1890	\$ 0.1890	\$ 0.1890	\$ 0.1890	\$ 0.1890
	\$ 0.6150	\$ 0.5725	\$ 0.5655	\$ 0.5250	\$ 0.5250	\$ 0.5250	\$ 0.5250

(a) Provided by Bott & Douthitt.



**Northtown MUD**  
**Proposed Budget**  
**FY-2024**

	<b>Budget FY-2023</b>	<b>Projected FY-2023</b>	<b>Parity Proposed FY-2024</b>	<b>Developed Proposed FY-2024</b>
<b>Revenues:</b>				
<b>OPERATING REVENUE:</b>				
Water Services Fees	\$ 1,444,676	\$ 1,498,155	\$ 1,504,720	\$ 1,504,720
Water Tap Fee	60,000	36,600	45,000	45,000
Wastewater Svc Fees	1,368,040	1,328,648	1,338,040	1,338,040
Wastewater Tap Fees	60,000	36,000	45,000	45,000
Basic Services	1,406,700	1,387,751	1,464,000	1,464,000
Application Fee	10,000	16,521	16,000	16,000
Service Penalties	40,000	75,053	40,000	40,000
Water & W/W Inspections	30,000	19,625	22,500	22,500
	\$ 4,419,416	\$ 4,398,353	\$ 4,475,260	\$ 4,475,260
<b>OTHER OPER. REVENUE:</b>				
Property Tax	\$ 3,991,615	\$ 4,171,805	\$ 4,417,096	\$ 4,639,220
Property Tax Penalty	-	11,553	-	-
	\$ 3,991,615	\$ 4,183,358	\$ 4,417,096	\$ 4,639,220
<b>NON-OPER. REVENUE:</b>				
Miscellaneous Revenue	\$ 30,000	\$ 18,480	\$ 30,000	\$ 30,000
Investment Interest	120,000	634,624	840,000	840,000
	\$ 150,000	\$ 653,104	\$ 870,000	\$ 870,000
<b>TOTAL OPERATING REV:</b>	\$ 8,561,031	\$ 9,234,815	\$ 9,762,356	\$ 9,984,480
<b>OTHER REVENUE:</b>				
Park Revenue	\$ 30,000	\$ 431,000	\$ 22,500	\$ 22,500
Park Interest Revenue	300	2,065	1,000	1,000
	\$ 30,300	\$ 433,065	\$ 23,500	\$ 23,500
<b>Total Revenues</b>	\$ 8,591,331	\$ 9,667,880	\$ 9,785,856	\$ 10,007,980
<b>Expenses:</b>				
<b>OFFICE</b>				
Office Rent	\$ 46,632	\$ 48,999	\$ -	\$ -
Employee Benefits	91,454	67,322	91,454	91,454
Mileage Reimb.	3,600	3,113	3,600	3,600
Office Utilities	30,000	25,546	45,000	45,000
Wages	386,433	310,983	386,433	386,433
Office Expenses	15,000	23,637	25,000	25,000
	\$ 573,119	\$ 479,600	\$ 551,487	\$ 551,487
<b>WATER:</b>				
Bulk Water Purchases	\$ 1,607,215	\$ 1,069,930	\$ 1,677,094	\$ 1,677,094
TCEQ Fee	8,000	7,658	8,000	8,000
Water System Maint	100,000	85,331	118,000	118,000
Water Tap Inspection	15,000	7,150	7,000	7,000
Water Meters	50,000	50,784	50,000	50,000
	\$ 1,780,215	\$ 1,220,853	\$ 1,860,094	\$ 1,860,094
<b>WASTEWATER:</b>				
Bulk WW Purchases	\$ 1,538,318	\$ 1,211,073	\$ 1,538,318	\$ 1,538,318
Wastewater System Maint.	300,000	80,237	300,000	300,000
Wastewater Tap Inspect.	15,000	20,625	15,000	15,000
Lift Station/Force Main Maintenance	180,000	193,490	200,000	200,000
Chemicals	80,000	72,024	80,000	80,000
	\$ 2,113,318	\$ 1,577,449	\$ 2,133,318	\$ 2,133,318
<b>ADMINISTRATIVE:</b>				
Director Fees	\$ 20,000	\$ 8,650	\$ 20,000	\$ 20,000
Payroll Taxes	41,695	30,912	41,695	41,695
Legal Fees - General	92,000	99,001	92,000	92,000
Legal Fees - Covenants	39,000	20,218	39,000	39,000
Management Services	406,058	401,306	418,106	418,106
Bookkeeping Services	73,000	72,165	74,000	74,000



**Northtown MUD  
Proposed Budget  
FY-2024**

	<b>Budget FY-2023</b>	<b>Projected FY-2023</b>	<b>Parity Proposed FY-2024</b>	<b>Developed Proposed FY-2024</b>
Financial Services	1,500	1,434	1,500	1,500
Audit Fees	17,000	17,500	18,000	18,000
Engineering Fees	21,800	21,890	21,800	21,800
Engineering Fees-Special	80,000	37,061	80,000	80,000
Professional Fees	52,000	13,554	52,000	52,000
Tax Assess/Collector Fees	22,000	22,965	25,000	25,000
Permits/Member Dues/Lic.	1,000	-	1,000	1,000
Insurance	40,000	25,000	31,250	31,250
Credit Card Fees	92,000	100,377	105,000	105,000
Conference/Training	6,000	4,167	6,000	6,000
	<b>\$ 1,005,053</b>	<b>\$ 876,200</b>	<b>\$ 1,026,351</b>	<b>\$ 1,026,351</b>
<b>PARKS:</b>				
Landscape-Maintenance	\$ 598,740	\$ 502,215	\$ 598,740	\$ 598,740
Landscape-Contingency	136,000	83,615	165,000	165,000
Park Maintenance	94,000	57,264	150,000	150,000
Well Maintenance	75,000	57,149	75,000	75,000
Park Utilities	18,000	12,109	24,000	24,000
Security	138,600	78,878	138,600	138,600
Seasonal Landscape	31,550	16,668	35,000	35,000
Pond Restoration/Maint. (MS4)	45,000	7,500	60,000	60,000
Park Equipment	10,000	10,000	20,000	20,000
Trail Maintenance	1,000	1,000	5,000	5,000
Fence Repair	25,000	25,000	25,000	25,000
	<b>\$ 1,172,890</b>	<b>\$ 851,398</b>	<b>\$ 1,296,340</b>	<b>\$ 1,296,340</b>
<b>OTHER:</b>				
Meeting Expenses	\$ 150	\$ 28	\$ 150	\$ 150
Security Lights	20,000	18,839	20,000	20,000
Security Equipment	-	-	5,000	5,000
Miscellaneous	12,000	10,016	12,000	12,000
Garbage Collection	922,374	910,483	920,183	920,183
Public Notices	4,000	4,000	4,000	4,000
Newsletters/Mail Outs	2,500	706	2,500	2,500
Website Maintenance	-	-	5,000	5,000
Signage/Communications	30,000	30,000	10,000	10,000
Event Supplies	3,000	3,000	3,000	3,000
Telephone	4,200	9,211	10,000	10,000
	<b>\$ 998,224</b>	<b>\$ 986,283</b>	<b>\$ 991,833</b>	<b>\$ 991,833</b>
<b>TOTAL EXPENDITURES</b>	<b>\$ 7,642,819</b>	<b>\$ 5,991,783</b>	<b>\$ 7,859,422</b>	<b>\$ 7,859,422</b>
<b>OPERATING REV OVER EXP</b>	<b>\$ 918,212</b>	<b>\$ 3,243,032</b>	<b>\$ 1,902,933</b>	<b>\$ 2,125,057</b>
<b>CAPITAL OUTLAY</b>				
Design & Planning	\$ 80,000	\$ 80,000	\$ 130,000	\$ 130,000
Settlers Meadow Park/Admin Bldg	100,000	123,355	-	-
Sidewalk Project	-	-	30,000	30,000
Sound Wall	-	-	25,000	25,000
Electronic Meter Replacement	-	-	2,000,000	2,000,000
Tree Program	80,000	80,000	50,000	50,000
Trails	80,000	80,000	70,000	70,000
Fence-Merseyside	175,000	175,000	-	-
	<b>\$ 515,000</b>	<b>\$ 538,355</b>	<b>\$ 2,305,000</b>	<b>\$ 2,305,000</b>
<b>TOT EXP &amp; PARK CIP</b>	<b>\$ 8,157,819</b>	<b>\$ 6,530,138</b>	<b>\$ 10,164,422</b>	<b>\$ 10,164,422</b>
<b>TOTAL EXCESS REV/(EXP)</b>	<b>\$ 433,512</b>	<b>\$ 3,137,742</b>	<b>\$ (378,567)</b>	<b>\$ (156,443)</b>

Assumptions:

- No retail rate changes
- 100 new connections

Assessed Value	O&M Tax Rate	D.S. Tax Rate	Total Tax Rate
\$1,282,101,380	0.3480	0.1890	0.5370
	0.3655	0.1890	0.5545

**WATER DISTRICT  
NOTICE OF PUBLIC HEARING ON TAX RATE**

Northtown Municipal Utility District will hold a public hearing on a proposed tax rate for the tax year 2023 on September 26, 2023 at 5:45 p.m. The hearing will be conducted in-person at the District's offices at the 700 East Wells Branch Parkway, Pflugerville, Texas 78660.

Your individual taxes may increase at a greater or lesser rate, or even decrease, depending on the tax rate that is adopted and on the change in the taxable value of your property in relation to the change in taxable value of all other property. The change in the taxable value of your property in relation to the change in taxable value of all other property determines the distribution of the tax burden among all property owners. Visit [Texas.gov/Property Taxes](https://www.texas.gov/Property-Taxes) to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information about proposed tax rates and scheduled public hearing of each entity that taxes your property.

- FOR** the proposal: Directors Richter, Capers, and Hill
- AGAINST** the proposal: None
- PRESENT** and not voting: None
- ABSENT:** Directors Campbell and Amaro

The following table compares taxes on an average residence homestead in this taxing unit last year to taxes proposed on the average residence homestead this year.

	<b>Last Year</b>	<b>This year</b>
Total tax rate (per \$100 of value)	\$0.5725/\$100 Adopted	\$0.5525/\$100 Proposed
Difference in rates per \$100 of value	\$(0.020)/\$100	
Percentage increase/decrease in rates (+/-)	-3.49%	
Average appraised residence homestead value	\$397,176	\$388,883
General homestead exemptions available (excluding 65 years of age or older or disabled person's exemptions)	Greater of 5% or \$5,000	Greater of 5% or \$5,000
Average residence homestead taxable value	\$254,820	\$278,357
Tax on average residence homestead	\$1,495	\$1,538
Annual increase/decrease in taxes if proposed tax rate is adopted (+/-) and percentage of increase (+/-)	\$79 5.42%	

**NOTICE OF VOTE ON TAX RATE**

If the District adopts a combined debt service, operation and maintenance, and contract tax rate that would result in the taxes on the average residence homestead increasing by more than eight percent, an election must be held to determine whether to approve the operation and maintenance tax rate under Section 49.23601, Water Code.

**The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.**

# Crime Stats

Date	Crime	Location	Notes
7/2/23	CRIM MISCHIEF<1500	12XX SLEEPYTIME TRL	
7/23/23	BURGLARY/VEHICLE	14XX LADY GREY AVE	
7/23/23	Theft	3XX LEMON LIGHT LN	Package Theft

EXHIBIT F





## UTILITY MANAGER'S REPORT

### Northtown Municipal Utility District Board of Directors Meeting



August 22, 2023

EXHIBIT   G



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

**GENERAL INFORMATION**

Occupied Single Family Connections	<u>3074</u>	x 3 =	<u>9222</u>
Vacant Single Family Connections	<u>37</u>		
Multi Family Connections	<u>6</u>	830 Units x 3 =	<u>2490</u>
Commercial	<u>9</u>		
Builder Connections	<u>24</u>		
Builder New Taps	<u>23</u>		
Schools	<u>2</u>		
Non-Profit	<u>0</u>		
Fire Hydrants	<u>3</u>		
District Connections	<u>13</u>		
Irrigation Connections	<u>31</u>		
<b>TOTAL CONNECTIONS</b>	<u><u>3222</u></u>		<u><u>11712</u></u> Estimated Population

**BACTERIOLOGICAL ANALYSES**

<u>5</u>	Water sample(s) taken on	<u>07/18/23</u>	All bacterial samples were satisfactory.
<u>5</u>	Water sample(s) taken on	<u>07/25/23</u>	All bacterial samples were satisfactory.

**WATER ACCOUNTING**

Pumped through master meter(s)				
from	<u>07/01/23</u>	to	<u>07/31/23</u>	<u>31,554,000</u> Gallons
<b>Total Gallons Received/Billing Period</b>				
from	<u>05/27/23</u>	to	<u>06/29/23</u>	<u>29,995,000</u> Gallons
<b>Total Gallons Billed</b>				
from	<u>05/27/23</u>	to	<u>06/29/23</u>	<u>29,631,000</u> Gallons
Flushing	<u>05/27/23</u>	to	<u>06/29/23</u>	<u>167,000</u> Gallons
Billing Adjustments				
from	<u>05/27/23</u>	to	<u>06/29/23</u>	<u>0</u> Gallons
Gallons gain/loss				<u>(197,000)</u> Gallons
Percentage gain/loss				<u>-0.66%</u>

CUSTOMER BILLING REPORT  
 NORTHTOWN MUNICIPAL UTILITY DISTRICT  
 June 11, 2022 Through July 10, 2023

Current Billing

Basic Service	122,172.51	
Water	165,854.76	
Sewer	117,107.74	
TCEQ	1,432.75	
Deposit	9,750.00	
Misc	28,610.00	
	-----	
Total Current Billing		\$444,927.76

Aged Receivables

Thirty (30) Days	39,306.32	
Sixty (60) Days	610.26	
Ninety (90) Days	147.61	
One Hundred Twenty (120) Days	3,255.56	
Billed Arrears	43,319.75	
Credit Bal Fwd	-7,357.20	
	-----	
Total Aged Receivables		\$35,962.55

Accounts Receivables

Penalty	5,727.51	
Basic Service	117,234.21	
Water	111,290.40	
Sewer	99,560.71	
TCEQ	1,002.70	
Deposit	-\$12,085.00	
Miscellaneous	28,483.05	
	-----	
Total Accounts Receivables		\$351,213.58

Deposit Liability

Balance As Of	06/11/23	\$694,403.32
Collections		11,785.00
Deposits Applied		-9,750.00
		-----
Balance As Of	07/10/23	\$696,438.32

**NORTHTOWN MUNICIPAL UTILITY DISTRICT**

**Billing Report**

**July 20023**

<b>Connections</b>	<b>June</b>	<b>July</b>
Active	3190	3185
Inactive	29	37
<b>Total</b>	<b>3219</b>	<b>3222</b>

New Connects	0	0
--------------	---	---

**Billing Recap**

	<b>June</b>	<b>July</b>
<b>Current Billing</b>	<b>\$398,242.28</b>	<b>\$444,927.76</b>
Water	\$90,622.23	\$165,854.76
Sewer	\$95,414.44	\$117,107.74
State Assessment	\$947.01	\$1,432.75
Basic Service	\$121,361.69	\$122,172.51
Miscellaneous	\$80,462.00	\$28,610.00
Deposit	\$9,434.91	\$9,750.00
<b>Current Payments</b>	<b>\$441,057.73</b>	<b>\$444,927.76</b>
<b>Arrears</b>	<b>June</b>	<b>July</b>
30 Day	\$55,466.32	\$39,306.32
60 Day	\$243.53	\$610.26
90 Day	\$276.42	\$147.61
120 Day	\$3,916.23	\$3,255.56
<b>Gross Arrears</b>	<b>\$59,902.50</b>	<b>\$43,319.75</b>

<b>Month</b>	<b>June</b>	<b>July</b>
Total Customers	3219	3222
Letters	392	347
Disconnects	27	26

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

**Total Water Flows**

<b>Month</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>
January	21,876	9,926	22,272	24,544	21,970	19,561
February	18,713	8,785	18,548	15,091	18,007	17,215
March	22,278	21,734	21,764	22,854	22,763	20,550
April	23,185	12,957	22,182	23,806	25,955	27,151
May	27,596	22,203	24,751	23,113	27,691	19,470
June	26,292	22,308	27,650	24,121	31,151	25,098
July	27,286	25,733	30,449	24,990	33,802	31,554
August	27,286	19,975	37,691	25,512	32,368	
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	
<b>TOTAL</b>	<b>247,582</b>	<b>244,534</b>	<b>323,044</b>	<b>285,336</b>	<b>319,751</b>	<b>160,599</b>

**Bacteriological Analyses**

Samples: satisfactory taken on 07/18/23, 07/25/23

**Chlorine Residual**

	<b>July</b>
Average	2.0
Maximum (4.0)	2.5
Minimum (0.5)	1.6

**Total Wastewater Billed**

<b>Month</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>
January	15,158	13,169	14,553	16,930	15,630	15,525
February	15,759	15,529	15,095	16,110	16,402	17,193
March	14,826	14,513	14,047	15,732	17,357	15,299
April	15,060	14,881	16,608	16,685	18,421	15,282
May	15,883	15,597	16,834	17,978	17,141	15,300
June	16,651	15,290	17,042	16,190	16,956	13,857
July	15,933	14,310	17,187	18,157	16,565	14,449
August	16,304	14,947	18,367	16,734	17,836	
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	
<b>TOTAL</b>	<b>187,607</b>	<b>177,047</b>	<b>208,597</b>	<b>204,944</b>	<b>203,366</b>	<b>106,905</b>

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%
12/29/22	01/30/23	23,088.0	22,222.0	58.7	-	-807.3	-3.50%
01/31/23	02/28/23	18,815.0	18,053.0	27.4	-	-734.6	-3.90%
03/01/23	03/27/23	19,935.0	18,764.0	9.5	-	-1161.5	-5.83%
03/28/23	05/01/23	25,800.0	24,530.0	30.5	-	-1239.5	-4.80%
05/02/23	05/26/23	18,100.0	17,075.0	56.0	-	-969.0	-5.35%
05/27/23	06/29/23	29,995.0	29,631.0	167.0	-	-197.0	-0.66%

TOTALS		209,011.0	203,579.0	662.9	-	(3,603.1)	---
AVERAGE		22,988.0	22,410.4	62.8	#DIV/0!	(514.7)	-2.24%

**Northtown MUD  
Water Usage Analysis**

Billing Period	Residential (gallons)	Builder (gallons)	School (gallons)	Non-Profit (gallons)	Fire Hydrant (gallons)	Multi-Family (gallons)	Irrigation (gallons)	Commercial (gallons)	District (gallons)	Monthly Totals (gallons)	Number of Residential Connections	Average Usage	Letters	Terminations
October 2020	18,976,000	155,000	44,000	21,000	39,000	3,748,000	1,204,000	27,000	199,000	24,413,000	3,041	6.2	527	0
November 2020	15,283,000	128,000	48,000	16,000	32,000	4,591,000	1,353,000	861,000	176,000	22,488,000	3,043	5.0	500	0
December 2020	16,535,000	208,000	18,000	26,000	30,000	2,129,000	1,445,000	721,000	-	21,112,000	3,049	5.4	523	0
January 2021	13,551,000	96,000	49,000	21,000	0	5,000,000	1,004,000	1,309,000	1,001,000	22,031,000	3,053	4.4	445	0
February 2021	10,350,000	35,000	54,000	27,000	0	4,414,000	648,000	3,093,000	303,000	18,924,000	3,059	3.4	312	0
March 2021	14,007,000	14,000	44,000	26,000	0	4,594,000	505,000	2,480,000	93,000	21,763,000	3,071	4.6	357	0
April 2021	14,196,000	17,000	40,000	17,000	0	1,293,000	1,057,000	1,486,000	95,000	18,211,000	3,071	4.6	416	0
May 2021	16,955,000	36,000	97,000	23,000	0	1,886,000	1,742,000	2,198,000	124,000	23,061,000	3,064	5.5	-	0
June 2021	14,883,000	50,000	112,000	12,000	700,000	2,273,000	1,282,000	545,000	128,000	19,985,000	3,072	4.8	402	60
July 2021	13,468,000	9,000	56,000	34,000	0	5,210,000	1,079,000	3,793,000	201,000	23,850,000	3,076	4.4	399	32
August 2021	16,283,000	9,000	25,000	31,000	83,000	2,141,000	1,479,000	1,384,000	177,000	21,612,000	3,167	5.1	384	36
September 2021	18,447,000	25,000	100,000	37,000	62,000	2,597,000	2,370,000	1,338,000	298,000	25,274,000	3,167	5.8	329	37
<b>Total</b>	<b>182,934,000</b>	<b>782,000</b>	<b>687,000</b>	<b>291,000</b>	<b>946,000</b>	<b>39,876,000</b>	<b>15,178,000</b>	<b>19,235,000</b>	<b>2,795,000</b>	<b>282,724,000</b>				

October 2021	17,330,000	53,000	107,000	19,000	10,000	5,415,000	2,626,000	2,900,000	407,000	28,867,000	3,167	5.5	420	28
November 2021	17,692,800	18,000	121,000	13,000	8,000	1,054,200	2,845,000	1,382,000	190,000	23,324,000	3,167	5.6	422	31
December 2021	17,297,000	9,000	111,000	1,000	8,000	1,348,000	1,241,000	2,423,000	185,000	22,623,000	3,167	5.5	418	21
January 2022	13,630,000	7,000	84,000	34,000	0	1,136,000	1,340,000	1,614,000	130,000	17,975,000	3,163	4.3	476	9
February 2022	10,442,000	6,000	68,000	17,000	0	4,297,000	994,000	2,899,000	162,000	18,885,000	3,163	3.3	418	26
March 2022	11,130,000	18,000	104,000	1,000	0	4,839,000	224,000	3,438,000	105,000	19,859,000	3,168	3.5	368	31
April 2022	12,743,000	6,000	95,000	1,000	74,000	1,903,000	811,000	2,050,000	127,000	17,810,000	3,168	4.0	368	31
May 2022	12,025,000	6,000	149,000	-	401,000	4,918,000	2,307,000	3,508,000	198,000	23,512,000	3,169	3.8	400	27
June 2022	12,189,000	8,000	100,000	1,000	14,601,000	5,559,000	2,228,000	3,407,000	210,000	38,303,000	3,169	3.8	446	40
July 2022	13,955,000	10,000	44,000	0	0	5,755,000	2,064,000	3,091,000	262,000	25,179,000	3,168	4.4	494	48
August 2022	18,397,015	12,000	31,000	-	0	7,068,000	3,160,000	4,553,000	371,000	33,592,015	3,172	5.8	498	19
September 2022	16,623,015	13,000	80,000	-	6,000	6,011,000	3,015,000	3,990,000	1,905,000	31,643,015	3,179	5.2	463	36
<b>Total</b>	<b>173,451,830</b>	<b>166,000</b>	<b>1,094,000</b>	<b>87,000</b>	<b>15,108,000</b>	<b>49,303,200</b>	<b>22,855,000</b>	<b>35,255,000</b>	<b>4,252,000</b>	<b>301,572,030</b>				

October 2022	13,059,028	28,000	101,000	-	1,000	6,900,000	3,249,000	4,083,000	352,000	27,773,028	3,181	4.1	568	25
November 2022	11,794,011	10,000	144,000	-	0	10,714,000	2,168,000	2,972,000	438,000	28,240,011	3,184	3.7	487	21
December 2022	15,860,048	7,000	46,000	-	459,000	5,730,000	2,143,000	1,314,000	174,000	25,733,048	3,184	5.0	-	-
January 2023	13,565,077	23,000	137,000	-	529,000	3,407,000	1,106,000	338,000	226,000	19,331,077	3,181	4.3	474	-
February 2023	10,995,038	666,000	105,000	-	3,000	4,851,033	1,146,000	4,260,000	196,000	22,222,071	3,183	3.5	398	-
March 2023	13,412,066	186,000	119,000	-	2,000	3,433,000	339,000	262,000	319,000	18,072,066	3,185	4.2	330	-
April 2023	13,811,057	58,000	84,000	-	1,000	2,546,000	1,720,000	314,000	230,000	18,764,057	3,189	4.3	389	30
May 2023	17,418,082	43,000	135,000	-	2,000	4,280,000	1,968,000	428,000	256,000	24,530,082	3,173	5.5	358	30
June 2023	11,790,050	40,000	97,000	-	1,000	2,855,000	1,776,000	280,000	237,000	17,076,050	3,219	3.7	392	27
July 2023	19,243,000	268,000	76,000	-	5,000	5,265,000	3,542,000	365,000	867,000	29,631,000	3,222	6.0	347	26
<b>Total</b>	<b>140,947,457</b>	<b>1,329,000</b>	<b>1,044,000</b>	<b>-</b>	<b>1,003,000</b>	<b>49,981,033</b>	<b>19,157,000</b>	<b>14,616,000</b>	<b>3,295,000</b>	<b>231,372,490</b>				

**Residential 3074**  
**Builder 24**  
**School 2**  
**Non-Profit 0**  
**Fire Hydrant 3**  
**Multi-Family 6**  
**Irrigation 31**  
**Commercial 9**  
**District 13**  
**Monthly Totals 23**  
**Letters 3222**  
**Terminations 37**

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

DATE	ADDRESS	PROBLEM	COST
01/25/22	15200 LANTERN DR	CUSTOMER PROBLEM - DISTRICT LINES CLEAR. SEWER DISTRICT SIDE IS BACKED UP. USED JETTER TO PUSH ROOT BLOCKAGE OUT. TELEVISED LINE.	\$13,943.13
01/25/22	IN DISTRICT	NEW FORCE MAIN - SANITARY SYSTEM WORK COMPLETE. 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 - DISTRICT 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 FTR 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
05/25/22	IN DISTRICT	SANITARY SYSTEM WORK COMPLETE. SURVEYED MANHOLES;CHECKED CONDITION OF MANHOLES, CREEKS AND STORM PONDS. NO SIGNS OF I7I. REPLACED MISSING BOLTS AS NEEDED.	\$2,160.93
06/23/22	IN DISTRICT	CENTRAL MAINT WORK COMLETED. 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. REPALACED 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. UESED 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	EXVAVATED & 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	CUTOMER PROBLEM-DISTRICT LINES CLEAR. TELEVISED LINE AND FOUND ROOTS, MARKED LOCATIONS OF INFILTRATION, WILL RETURN.	\$585.99
05/01/23	13701 CAMBOURNE DR	JETTED LINE AT CUSTOMER 4" CLEAN OUT AND TELEVISED.	\$967.99
06/15/23	IN DISTRICT	MANHOLE SURVEY ALONG THE HARRIS BRANCH CREEK FOR MS4 ANNUAL 2023-2024 INSPECTIONS.	\$2,439.00
06/27/23	IN DISTRICT	MET WITH CONTRACTIO AND DISTRICT ENGINEER. DID WALK TROUGH ON WARRANTY WORK FOR FORCE MAIN TIE INS.	\$539.50
<b>TOTAL FOR 2023</b>			<b>\$4,532.48</b>
<b>TOTAL FOR 2022</b>			<b>\$60,984.11</b>

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

DATE	ADDRESS	PROBLEM	COST
01/11/23	14401 HARRIS RIDGE BLVD-2	HOUSELINE LEAK. WATER WAS SHOOTING OUT OF A PIPE SO WE CLOSED 2 VALVES TO ISOLATE WATER.	\$614.00
01/11/23	IN DISTRICT	DUMP TRUCK WORK COMPLETED. SPOLS HAUSLED OFF FOR 2021-2022	\$3,824.57
01/04/23	13921 CONNER DOWNS DR	REPLACED BROKEN CURBSTOP-DIG UP METER BOX TO MAKE ROOM FOR REPAIR. CRIMPED THE SERVICE LINE TO MAKE REPAIR AND BACKFIL WE NEED MORE TOPSOIL.	\$1,018.26
01/24/23	13800 GREINERT DR	ASPHALT AFTER REPAIR - PATCH NEEDED T BE PREPPED. THEN POUED AND SPREAD ASPHALT BEFORE COMPACTINGWITH ROLLER. CLEANED UP SITE.	\$1,339.93
02/24/23	IN DISTRICT	COMPLETE WORK ON FIRE HYDRANT. TOOK HYDRANT APART AND REPLACED THE MAIN VALVE GASKET AND FITTINGS ON THE BOTTOM OF HYDRANT. PUT BACK TOGETHER AND REINSTALLED.	\$1,693.79
03/01/23	IN DISTRICT	PUMPED OUT METER VAULT-READ METER AT 502 HOWARD AND LAKES MM	\$605.00
03/01/23	IN DISTRICT	PUMPED OUT METER VAULT-READ METER AT HOWARD AND LAKES MM	\$644.00
04/10/23	IN DISTRICT	WORK ON WATER DISTRIBUTION SYSTEM ARRIVED TO LOCATEION WHEN AW STATED THEIR WATER SHUT OFF THIS MORNING. THEN LOW WATER PRESSURE WAS BEING CALLED T THE OFFICE PON CHECKING THE FIRE HYDRANTS EVERY WHERE HAD 35/45 PSI.	\$581.88
04/18/23	IN DISTRICT	WATER STSTEM WORK COMPLETE. AUSTIN WATER HAD A TEST SHUT OUT AND WE ENDED UP HAVING HIGH PSI AND LOW PSI AND I WAS IN DISTRICT ADDRESSING CUSTOMERS AND WAS TAKING PRESSURE READING.	\$525.00
05/01/23	1913 WHITTARD OF CHELSEA	REPLACED METER BOX & LID AND ADJUSTED THE METER.	\$1,040.84
05/01/23	13815 LOTHIAN DR	EXCAVATED & REPAIRED WATER MAIN. FOUND A PIN HOLE IN POLY CAUSED BY KINK IN LINE. DUG DOWN TO SERVICE LINE AND MADE OUT REPAIR TO LINE. BACKFILLED WITH GRAVEL.	\$3,743.74
05/08/23	F/H 700 E WELLS BRANCH PKWY	RELOCATE HYDRANT METER- TOOK TO FMS.	\$724.80
06/15/23	NORTHTOWN MUD	PUMPED OUT VAULT AT SAS STATION AT W/HOWARD LN AND MCALLEN PASS. WE CAME BACK OUT TO PUMP OUT VAULT.	\$893.00
<b>TOTAL FOR 2023</b>			<b>\$17,248.81</b>



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

<b>NAME:</b>	<b>Owner / Renter</b>	<b>Date Finaled</b>	<b>Write-Off</b>	<b>Deposit Applied</b>
<b>Juliane Noel Chambers</b>	<b>Renter</b>	<b>6/8/2023</b>	<b>\$ 55.23</b>	<b>\$ 150.00</b>
<b>Martin Kasper</b>	<b>Renter</b>	<b>5/31/2023</b>	<b>\$ 32.27</b>	<b>\$ 150.00</b>
<b>Shaukat Sheikh</b>	<b>Renter</b>	<b>6/1/2023</b>	<b>\$ 140.26</b>	<b>\$ 150.00</b>
			<b>\$ 227.76</b>	

Approved by the Board of Directors at the meeting held on August 22, 2023.

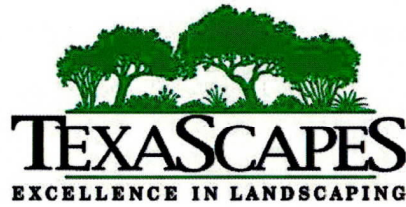
\_\_\_\_\_ Date \_\_\_\_\_

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

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

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

	<b>2019/20</b>	<b>2020/21</b>	<b>2021/22</b>	<b>2022/23</b>
<b>OCTOBER</b>				
WRITE-OFF	\$ 276.53	\$ 1,681.38	\$ 1,620.83	\$ 684.38
COLLECTED	\$ -	\$ -	\$ -	\$ -
<b>NOVEMBER</b>				
WRITE-OFF	\$ 684.32	\$ 1,810.70	\$ 3,140.46	\$ 633.24
COLLECTED	\$ -	\$ -	\$ -	\$ -
<b>DECEMBER</b>				
WRITE-OFF	\$ 1,400.21	\$ 577.34	\$ 80.62	\$ 294.65
COLLECTED	\$ -	\$ -	\$ -	
<b>JANUARY</b>				
WRITE-OFF	\$ 165.18	\$ 1,945.60	\$ -	\$ 374.77
COLLECTED	\$ -	\$ -	\$ -	\$ -
<b>FEBRUARY</b>				
WRITE-OFF	\$ 79.55	\$ 898.79	\$ 597.86	\$ 319.31
COLLECTED	\$ -	\$ -	\$ -	\$ -
<b>MARCH</b>				
WRITE-OFF	\$ 493.52	\$ -	\$ -	\$ 1,124.35
COLLECTED	\$ -	\$ -	\$ -	\$ -
<b>APRIL</b>				
WRITE-OFF	\$ 347.84	\$ -	\$ 156.90	\$ 492.35
COLLECTED	\$ -	\$ -	\$ -	\$ -
<b>MAY</b>				
WRITE-OFF	\$ 118.38	\$ 5,502.46	\$ 1,070.12	\$ 866.35
COLLECTED	\$ -	\$ -		\$ -
<b>JUNE</b>				
WRITE-OFF	\$ -	\$ 1,130.42	\$ 732.92	\$ 307.72
COLLECTED	\$ -	\$ -	\$ -	\$ -
<b>JULY</b>				
WRITE-OFF	\$ 1,534.99	\$ 5,413.65	\$ 294.08	\$ 227.76
COLLECTED	\$ -	\$ -	\$ -	\$ -
<b>AUGUST</b>				
WRITE-OFF	\$ 1,534.99	\$ 2,420.24	\$ 1,739.84	
COLLECTED	\$ -	\$ -	\$ -	\$ -
<b>SEPTEMBER</b>				
WRITE-OFF	\$ 837.99	\$ 226.38	\$ 613.52	
COLLECTED	\$ -	\$ -	\$ -	
<b>TOTAL COLLECTIONS:</b>	<u>\$ 7,473.50</u>	<u>\$ 21,606.96</u>	<u>\$ 10,047.15</u>	<u>\$ 5,324.88</u>
<b>TOTAL COLLECTED:</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>



**MONTHLY REPORT**

**Northtown M.U.D.**

**Report Period: 07/01/2023 - 07/31/2023**

**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:



7/4 – 7/5

7/11 – 7/12

7/18 – 7/19

7/25 – 7/26

**Task/Observation/Area** Highlights of services performed during regular maintenance

Crews completed the standard maintenance tasks such as mowing & string-trimming of the District’s irrigated turf areas, as well as detailed the District’s beds & tree rings, as well as having added mulch where needed throughout the District. In addition, crews also spot-treated for fire ants in areas where needed throughout the District’s boundaries. Finally, crews began service of the Settlers Meadow and Wildflower Parks as well.

**Greenbelt & Drainage Maintenance**

Greenbelt & Drainage maintenance occurred during the week(s) of:

07/05/2023

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

Crews performed the standard maintenance tasks such as mowing & string-trimming of the District’s channels & greenbelts, as well as removed approximately 20-cu. ft. of trash/litter from within these same areas located throughout the District’s properties.



**Trail System Maintenance**

7/4 – 7/5

7/11 – 7/12

7/18 – 7/19

7/25 – 7/26

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

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



**Irrigation System Maintenance**

7/4 – 7/5

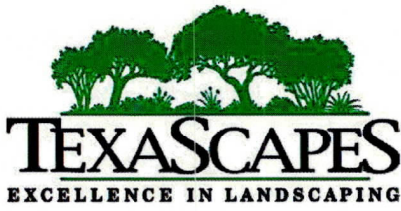
7/11 – 7/12

7/18 – 7/19

7/25 – 7/26

**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 District property.



<b>Status of Proposal Work</b>	
Proposal # 10132 - Landscape/Irrigation: New Office Entry Planters	- Pending/In-progress
Proposal # 10228 - Settler Meadow Additional Irrigation Components	- Approved 07/18/2023

<b>Notes / Miscellaneous</b>



Control Number  
20230822-6

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

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

PROPOSAL FOR LANDSCAPE SERVICES

14-Aug-23

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

PROPOSAL ID: 10242  
HM PHONE:  
WK PHONE: 512-716-0759  
FAX:

PROJECT: FALL RAGWEED & JOHNSONGRASS CONROL PROGRAM

Excessive Giant/Typical Ragweed & Johnsongrass has emerged within the Grow Zone, Natural, and Non-maintained areas of the District. This proposal includes 5 crew workdays to chop, cut, mow, & shred the overgrown ragweed areas and to treat then mow the Johnsongrass areas. We will take reasonable precautions to leave desirable Grow Zone & Natural Area vegetation as is, although some may get partially cut. Ragweed cuttings will be left on the ground as erosion control, unless in high-use areas. Any materials requiring hauling to an approved disposal facility will be performed at a rate of \$395 per 20 cubic yard load. If the Board desires to have this work scheduled, please return an executed copy of this proposal to our office.

DESCRIPTION	QT	UM
SUPERVISION & PROJECT MGT	1	LT
SUPERVISION & PROJECT MGT	5	LT
WEED TREATMENT	2	LT
	<b>SUBTOTAL</b>	\$16,300.00
	<b>SALES TAX</b>	\$0.00
	<b>TOTAL</b>	\$16,300.00

CONTRACT ADDENDUM

This Contract Addendum ("Addendum") is incorporated into the attached proposal (the "Contract") between **TexasScapes, 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

EXHIBIT I

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*.

Northtown Municipal Utility District

By: Richard Fadal, President

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

Brenda Richter, President

Date: August 22, 2023

# NORTHTOWN MUD

## MAINTENANCE MONTHLY REPORT

July 16, 2023 – August 13, 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 14 bandit signs throughout the district and flyers posted around district.
  - Cleaned out all water fountains & checked for loose bolts on all picnic benches, tables and playscapes.
  - Cut down and disposed of fallen trees and various limbs throughout park system after wind events.
  - Removed various debris from district creeks and ponds.
  - Cleaned and sharpened all chainsaw chains several times and made required repairs.
  - Performed preventive maintenance on all motorized equipment.
  - Monitored Wildflower well status and entered data in log.
  - Washed all shop rags, Ford F150 and ATV's.
  - Stocked wood pile for free disbursement in 50 Acre Park and WildFlower Park.
  - Made minor granite trail repairs due to rain.
  - Continue raising canopy in various park areas to maintain an open line of sight.
  - Picked up and disposed of dumped debris on various alleys & roadways in the District.
  - Continue cutting down dead trees marked for removal.
  - Closed and opened Dog Park during rainfall.
  - Closed soccer fields at the 50 Acre Park for TexasScapes overseed program. *(open item)*
  - Raising tree canopy in open areas at 50 Acre Park.
  - Cleaned radiator on Kubota #1.
  - Installed 2 water hose reels and hoses at new office.
  - Made a shade for WildFlower well out of sunscreen fabric to keep from overheating.
  - Filled all playscape fall zones with playground mulch.
- 
- Working on vendors for web hosting and management of web site. *(open item)*
  - Reported leak at the meter at new office location. *(open item)*
  - Reported irrigation leak on soccer field to TexaScapes. *(closed item)*
  - Wells system need new cable. VFD is overheating *(open item)*
  - Still working with STR for many punch list items. *(open item)*
  - Received entire deposit back from Stream Realty for old office lease.
  - Working with TML representative for upcoming Employee Healthcare Renewal. *(closed item)*
  - Purchased mini split for WildFlower pavilion due to contractor markup.  
STR- \$10,000.00 vs NT- \$950.00 NT MUD staff will install. *(closed item)*
  - Alterman identified additional issue with well #1. Well repairs in progress. *(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 1<sup>st</sup> & 3<sup>rd</sup> 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 3/22/22. *(ongoing)*
  - 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
	1008 Battenburg	7/25/2023	N		Lawn is overgrown and in need of maintenance
	1209 Battenburg	7/25/2023	N		Bulky; Various debris must be stored out of view
	13803 Cambourne	8/2/2023	N		Bulky; Various debris must be stored out of view
	13806 Cambourne	8/2/2023	N		Bulky; Various debris must be stored out of view
	13907 Cambourne	8/11/2023	N		Bulky; Various debris must be stored out of view
	13909 Cambourne	8/11/2023	N		Bulky; Various debris must be stored out of view
	13916 Cambourne	8/2/2023	N		Bulky; Various debris must be stored out of view
	1621 Darjeeling	7/25/2023	N		Bulky; Various debris must be stored out of view
	14805 Falling Stone	7/25/2023	N		Bulky; Various debris must be stored out of view
monitor	14609 Ginseng	6/19/2023	N		Boat parked in view of street and residents
	13902 Greinert	8/11/2023	N		1. Trailer parked in view 2. Bulky debris in view
	13906 Greinert	8/11/2023	N		Bulky; Various debris must be stored out of view
	13910 Greinert	8/11/2023	N		Bulky; Various debris must be stored out of view
	913 Grey Castle	8/2/2023	N		Bulky; Various debris must be stored out of view
	1116 Grey Castle	8/2/2023	N		Bulky; Various debris must be stored out of view
	13705 Lampting	7/25/2023	N		Fence/gate is in a state of disrepair
	13709 Lampting	7/25/2023	N		Bulky; Various debris must be stored out of view
	13729 Lampting	7/25/2023	N	Ext. 8/31/23	Lawn is overgrown and in need of maintenance
	13810 Lampting	8/2/2023	N		Bulky; Various debris must be stored out of view
	14621 Lantern	8/2/2023	N		Lawn is overgrown and in need of maintenance
	13720 Merseyside	8/11/2023	N		Bulky; Various debris must be stored out of view
	13723 Merseyside	8/11/2023	N		Bulky; Various debris must be stored out of view
	801 Tapestry	8/11/2023	N		Camper/trailer parked in view
	1200 Tea :Leaf	7/25/2023	N		Lawn is overgrown and in need of maintenance
white Dodge Ram	417 Tudor House	7/13/2023	N		Derelict vehicle w/flat tire parked in view
CONTINUING VIOLATIONS SENT A LETTER					
NOTE	ADDRESS	DATE NOTIFIED	PHOTO	15 DAY CHECK	VIOLATION
	13716 Greinert	7/13/2023	Y		1. Bulky; Various debris in view 2. Fence/gate disrepair
	13801 Greinert	7/13/2023	Y		Various debris must be stored out of view
	14704 Lantern	7/19/2023	Y		1. Trailer parked in view of street 2. Debris in view
	14041 Maricella	6/19/2023	Y		Bulky; Various debris must be stored out of view
	14007 Merseyside	7/13/2023	Y		Various debris must be stored out of view





## Northtown MUD

	7/29/2021	Y	Same	11/2/2021	Various debris must be stored out of view
13726 Merseyside	7/13/2023	N			Bulky; Various debris must be stored out of view
13918 Randalstone	5/19/2023	Y			Bulky; Various debris must be stored out of view
15009 Saddlegirth	7/19/2023	N			Trailer parked in view of street and residents
303 Segovia	6/26/2023	N			Bulky; Various debris must be stored out of view
1101 Sweet Leaf	7/6/2023	N			Lawn is overgrown and in need of maintenance
1000 Tayside	7/6/2023	N			Lawn is overgrown and in need of maintenance
401 Tudor House	5/19/2023	N			Trailer parked in view of street and residents
612 Tudor House					
monitor					

WildFlower

VIOLATIONS SENT A COURTESY REMINDER						
NOTES	ADDRESS	DATE NOTIFIED	PHOTO	15 DAY CHECK	ATTORNEY	VIOLATION
	117 Blue Flax	8/2/2023	N			Front various debris in view
	125 Blue Flax	8/15/2023	N			Front bulky debris in view
	13908 Golden Flax	8/9/2023	N			Rear bulky debris in view
	14001 Golden Flax	7/25/2023	N			Bandit sing in front yard
	14018 Golden Flax	8/9/2023	N			1. Rear various debris in view 2. Rear fence/gate disrepair
	14026 Golden Flax	7/25/2023	N			Rear bulky debris in view
	118 Mist Flower	8/2/2023	N			Rear fence/gate is in a state of disrepair
	113 Segovia	8/2/2023	N			Rear bulky debris in view
	116 Segovia	7/25/2023	N			Rear bulky debris in view
	141 Segovia	7/18/2023	N			1. Lawn overgrown 2. Front bulky debris in view
	157 Segovia	8/2/2023	N			Rear bulky debris in view
	181 Segovia	8/9/2023	N			Mow back area by parking pad
white Ford Ranger	205 Segovia	8/15/2023	N			Rear derelict vehicle w/unregistered in view
	209 Segovia	8/9/2023	N			Rear fence/gate is in a state of disrepair
	13801 Spring Heath	8/15/2023	N			1. Rear bulk in view 2. Back area is overgrown
	13806 Spring Heath	7/25/2023	N			Front fence/gate is in a state of disrepair
silver Chevy truck LP# PPM2677	13816 Spring Heath	8/9/2023	N			1. Front/side fence/gate disrepair 2. Vehicle parked on front lawn
	13819 Spring Heath	8/15/2023	N			Rear bulky debris in view
in progress	204 Wild Senna	7/11/2023	N	Ext 8/1/23		House disrepair/plywood over window
	321 Wild Senna	7/25/2023	N			Rear fence/gate is in a state of disrepair
	110 Wild Senna West	7/18/2023	N			1. Rear fence/gate disrepair 2. Rear bulky debris in view
	200 Wild Senna West	7/18/2023	N			Rear fence/gate is in a state of disrepair
VIOLATIONS SENT A LETTER						
NOTE	ADDRESS	DATE NOTIFIED	PHOTO	15 DAY CHECK	ATTORNEY	VIOLATION
	121 Blue Flax	7/14/2023	Y			1. Front bulky debris in view 2. Front, boat parked in view
	13725 Golden Flax	7/2/2023	Y			Front bulky debris in view
	115 Mist Flower	7/14/2023	Y			Rear bulky debris in view
	125 Segovia	7/11/2023	N			Front various debris in view
	320 Wild Senna	6/17/2023	Y			1. Mow back area 2. Rear bulky debris in view
CONTINUING VIOLATIONS NOT RESOLVED - SENT TO ATTORNEY						
NOTE	ADDRESS	DATE NOTIFIED	PHOTO	15 DAY CHECK	ATTORNEY	VIOLATION

WildFlower

	114 Blue Flax	2/11/2023	Y	Same	3/31/2023	Rear fence/gate is in a state of disrepair						
	14025 Golden Flax	6/23/2023	Y	Same	8/8/2023	Rear fence/gate is in a state of disrepair						
	105 Segovia	6/8/2020	Y	Same	8/7/2020	1. Lawn overgrown 2. Mow back area by parking pad 3. Rear fence disrepair						
	13801 Spring Heath	6/17/2023	Y	Same	7/27/2023	1. Rear bulky debris in view 2. Trash cans in view						
	127 Star Flower	9/18/2020	Y	Same	5/13/2021	Garage / shed disrepair						
	317 Wild Senna	10/6/2022	Y	Same	12/2/2022	1. Rear bulky debris in view 2. Trash cans in view						
	214 Wild Senna West	8/11/2020	Y	Same	10/2/2020	1. Front fence/gate disrepair 2. Lawn maintenance						
blue Dodge Nitro LP# NJX 912	214 Wild Senna West	11/18/2019	Y	Same	1/3/2020	1. Derelict vehicle w/flat tire parked in view						
<b>RESOLVED</b>												
NOTE	ADDRESS	DATE NOTIFIED	PHOTO	15 DAY CHECK								VIOLATION
	114 Blue Flax	6/5/2023	Y									Mow back area by parking pad
	126 Blue Flax	7/2/2023	N									1. Front fence/gate is in disrepair 2. Mow back
	13704 Golden Flax	7/11/2023	N									Rear bulky debris in view
	13712 Golden Flax	6/5/2023	Y	Same	7/21/2023	Rear boat parked in view						Rear bulky debris in view
Toyota Camry LP# JSK 8875	13721 Golden Flax	7/14/2023	N	Ext 8/31/23								Derelict vehicle w/unregistered parked in view
	13805 Golden Flax	6/12/2023	Y									Front bulky debris in view
	13813 Golden Flax	7/2/2023	N									Front bulky debris in view
	13908 Golden Flax	5/26/2023	Y	Same	7/10/2023	Rear bulky debris in view						Rear bulky debris in view
silver Toyota Camry	14038 Golden Flax	7/14/2023	N									Vehicle parked on front lawn
	101 Segovia	7/18/2023	N									Rear bulky debris in view
	165 Segovia	7/18/2023	N									Lawn overgrown and in need of maintenance
	13801 Spring Heath	7/18/2023	N									Lawn overgrown and in need of maintenance
	13804 Spring Heath	7/18/2023	N									Lawn overgrown and in need of maintenance
	13809 Spring Heath	6/23/2023	Y									Front various debris in view
	13812 Spring Heath	7/2/2023	N									Front bulky debris in view
	13815 Spring Heath	7/18/2023	N									Front fence/gate is in a state of disrepair
	13828 Spring Heath	7/18/2023	N									Lawn overgrown and in need of maintenance
	129 Wild Senna	7/2/2023	N									Rear bulky debris in view
	228 Wild Senna	7/11/2023	N									Mow back area by parking pad
	302 Wild Senna West	7/18/2023	N									Rear trailer parked in view

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

<b>Address</b>	<b>Violation</b>	<b>NT First Notice Letter</b>	<b>A &amp; B Final Notice</b>	<b>Notice of Impending Litigation</b>	<b>A &amp; B Special Final Notice</b>	<b>Suit Filed</b>	<b>Status</b>
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	Derelect 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

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

<b>Address</b>	<b>Violation</b>	<b>NT First Notice Letter</b>	<b>A &amp; B Final Notice</b>	<b>Notice of Impending Litigation</b>	<b>A &amp; B Special Final Notice</b>	<b>Suit Filed</b>	<b>Contempt Letter</b>	<b>Status</b>
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
802 Dawlish Drive	Debris in view; fence/ gate in disrepair	5/26/2022	6/28/2022	7/28/2022 8/30/2022	9/27/2022			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	2/21/2023			Deadline for compliance for Special Final Notice is as of 3/8/2023
1324 Peppermint Trail	Trailer in view	12/1/2022	12/28/2022	1/24/2023	2/27/2023 4/6/2023			Deadline for compliance for SECOND Special Final Notice is as of 4/20/2023
909 Rocking Spur Cove	Derelict and unregistered vehicle	1/23/2023	3/2/2023	4/6/2023	5/5/2023			Deadline for compliance for Special Final Notice is as of 5/19/2023

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

<b>Address</b>	<b>Violation</b>	<b>NT First Notice Letter</b>	<b>A &amp; B Final Notice</b>	<b>Notice of Impending Litigation</b>	<b>A &amp; B Special Final Notice</b>	<b>Suit Filed</b>	<b>Contempt Letter</b>	<b>Status</b>
114 Blue Flax Lane	Fence in disrepair	3/6/2023	4/3/2023	5/1/2023	6/2/2023			Deadline for compliance for Special Final Notice is as of 6/16/2023
15127 Lantern Drive	Lawn in need of maintenance	6/2/2023	6/23/2023					Deadline for compliance is as of 8/8/2023
13908 Golden Flax Trail	Fence in disrepair	6/14/2023	7/11/2023					Deadline for compliance is as of 7/26/2023
13626 Merseyside Drive	Lawn in need of maintenance	6/30/2023	7/25/2023					Deadline for compliance is as of 8/9/2023
13926 Conner Downs Drive	Debris in view	6/30/2023	7/25/2023					Deadline for compliance is as of 8/9/2023
13801 Spring Heath Road	Debris in view, trash cans in view	6/10/2023	7/28/2023					Deadline for compliance is as of 8/12/2023
13910 Lampting Drive	Trailer in view, debris in view	6/10/2023	8/1/2023					Deadline for compliance is as of 8/16/2023
14025 Golden Flax Trail	Fence in disrepair	7/13/2023	8/9/2023					Deadline for compliance is as of 8/24/2023

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

<b>Address</b>	<b>Violation</b>	<b>NT First Notice Letter</b>	<b>A &amp; B Final Notice</b>	<b>Notice of Impending Litigation</b>	<b>A &amp; B Special Final Notice</b>	<b>Suit Filed</b>	<b>Status</b>
127 Star Flower Way	Exterior Maintenance – Garage in Disrepair	4/5/2021	5/20/2021	6/16/2021	7/14/2021	1/20/2022	Law Suit approved by subcommittee on 01/18/2022. Suit filed on 01/20/2022.
105 Segovia Way	Lawn in need of maintenance, fence in disrepair	7/16/2020	8/26/2020	10/28/2020	12/10/2020	1/20/2022	Law Suit approved by subcommittee on 01/18/2022. Suit filed on 01/20/2022.



# 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

DATE	ITEM	PURPOSE	AMOUNT
8/7/23	Business cards	Update new address	\$136.46
	Subtotal		<u>\$136.46</u>
	<b>PARKS &amp; MAINTENANCE PURCHASES</b>		
DATE	ITEM	PURPOSE	AMOUNT
8/3/23	Diesel fuel	ATV's	\$100.00
8/10/23	Chainsaw chain sharpener	Replace broken	\$34.99
	Subtotal		<u>\$134.99</u>
	<b>Grand Total for the Month</b>		<u>\$271.45</u>

# 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

<b>OFFICE PURCHASES</b>		<b>PURPOSE</b>	<b>AMOUNT</b>
<b>DATE</b>	<b>ITEM</b>		
7/12/23	Appreciation plaque & card	Robles retirement	\$194.59
	Subtotal		<u>\$194.59</u>
<b>PARKS &amp; MAINTENANCE PURCHASES</b>		<b>PURPOSE</b>	<b>AMOUNT</b>
<b>DATE</b>	<b>ITEM</b>		
7/10/23	Double sided tape (2), zip ties	Restock	\$59.34
7/12/23	HEB Gift card	Fuel	\$50.00
7/12/23	Label tape (4), HP Ink (3), Mutt mitts (6400),	Restock	\$199.98
7/12/23	Commercial broom (2), trash bags (4bxs), gloves (2), scrub brush (2), plunger, hand soap, wall hanger (6), gas can, insulation, (4), cleaner, hose, nozzle, hooks (2)	Stock new pavilions & restock	\$346.38
	Subtotal		<u>\$655.70</u>
	<b>Grand Total for the Month</b>		<u><b>\$850.29</b></u>

# Northtown Reservation Ledger

Date Paid & Form Rcv'd	Reservation Date	Name	Pavilion or Disc Golf	In / Out of District	Res. Fee Rcv'd	Deposit Rcv'd	Deposit Withheld	Notes	Refund Amount
2/23/23	4/14/23	C. Foster #001	Pav	In	\$25.00	\$100.00		Requested refund from B&D 4/20/23	\$100.00
4/14/23	4/30/23	A. Richardson #002	Pav	In	\$25.00	\$100.00		Requested refund from B&D 5/15/23	\$100.00
4/23/23	5/7/23	M. Hudson #003	Pav	Out	\$100.00	\$200.00		Requested refund from B&D 5/15/23	\$200.00
5/30/23	6/11/23	M. Stefano #004	Pav	Out	\$100.00	\$200.00		Requested refund from B&D 6/16/23	\$200.00
5/30/23	7/22/23	S. Thomas #005	Pav	In	\$25.00	\$100.00		Requested refund from B&D 8/7/23	\$100.00
6/1/23	6/16/23	E. Ramirez #006	Pav	In	\$25.00	\$100.00		Requested refund from B&D 6/27/23	\$100.00
7/14/23	10/19/23	H. Nguyen #007	Pav	Out	\$100.00	\$200.00			
7/18/23	10/26/23	NADGT National #008	Disc Golf	Out	\$300.00	\$100.00			
7/18/23	10/27/23	NADGT National #009	Disc Golf	Out	\$300.00	\$100.00			
7/18/23	10/28/23	NADGT National #010	Disc Golf	Out	\$300.00	\$100.00			
7/18/23	10/29/23	NADGT National #011	Disc Golf	Out	\$300.00	\$100.00			
<b>Total Income =</b>						<b>\$1,600.00</b>			



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

texasdisposal.com

**Northtown MUD  
 2023 - Quarterly Operations Reports**

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

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

<b>Third Quarter 2023</b>						
<b>Month</b>	<b>Bulky Pick Ups</b>	<b>Misses</b>	<b>Courtesy Clean Ups</b>	<b>Cart DEL</b>	<b>Cart Swaps</b>	<b>Cart TERMS</b>
July	57	5	11	24	30	1
August						
September						
<b>Totals</b>	<b>57</b>	<b>5</b>	<b>11</b>	<b>24</b>	<b>30</b>	<b>1</b>

<b>Fourth Quarter 2023</b>						
<b>Month</b>	<b>Bulky Pick Ups</b>	<b>Misses</b>	<b>Courtesy Clean Ups</b>	<b>Cart DEL</b>	<b>Cart Swaps</b>	<b>Cart TERMS</b>
October						
November						
December						
<b>Totals</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

<b>2023 TOTALS</b>	<b>454</b>	<b>72</b>	<b>100</b>	<b>158</b>	<b>177</b>	<b>66</b>
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**Northtown- 2023 Operations Report  
July**

**Courtesy Pick-ups**

CUST #	CUST NAME	ADDRESS		DATE	ACTION	W/O#
61837	ERVEY	13713	CAMBOURNE	7/28/2023	96G TRASH CLEANUP	7377736
70619	HARRIS	901	FLATTERS	7/21/2023	96G RECY CLEANUP	7360745
70679	BAUTISTA	13903	GREINERT	7/14/2023	96G TRASH CLEANUP	7361497
71844	HARRISON	308	WILD SENNA	7/28/2023	96G TRASH CLEANUP	7396303
72067	MOODY	803	CRIEFF CROSS	7/7/2023	96G TRASH CLEANUP	7347815
72117	BAUTISTA	13901	GREINERT	7/14/2023	96G TRASH CLEANUP	7361499
73034	CHURCH	807	DAWLISH	7/7/2023	96G TRASH CLEANUP	7348538
76026	ADVERSARIO	624	TUDOR HOUSE	7/21/2023	96G TRASH CLEANUP	7370341
94530	SANCHEZ	15228	ROSEHIP	7/14/2023	96G TRASH CLEANUP	7361990
100393	BOSKOVIC	13913	HARRIS RIDGE	7/7/2023	96G RECY CLEANUP	7327913
129127	JONES	917	SEBASTIAN	7/7/2023	96G RECY CLEANUP	7328476

**Bulky Waste**

CUST #	CUST NAME	ADDRESS		DATE	ACTION	W/O#
61785	VILLADA	106	BLUE FLAX	7/28/2023	BULKY WASTE SRVC	7383677
68781	SCHINDLER	1209	BATTENBURG	7/21/2023	BULKY WASTE SRVC	7371748
69874	ERNEST	13900	CAMBOURNE	7/21/2023	BULKY WASTE SRVC 6CY	7369597
69962	SERVANTES	1009	GREY CASTLE	7/7/2023	BULKY WASTE SRVC	7348152
69986	HINTZ	913	GREY CASTLE	7/28/2023	BULKY WASTE SRVC	7375821
70528	EBOTUKA	1116	GREY CASTLE	7/28/2023	BULKY WASTE SRVC	7378501
70640	MENDEZ	928	FRIENDSHIP QUILT	7/14/2023	BULKY WASTE SRVC	7365230
70678	TEMPLIN	13902	GREINERT	7/7/2023	BULKY WASTE SRVC	7358537
70679	BAUTISTA	13903	GREINERT	7/14/2023	BULKY WASTE SRVC	7364424
70694	TASBY	13918	GREINERT	7/14/2023	BULKY WASTE SRVC	7362944
70753	RODRIGUEZ	13810	LAMPTING	7/21/2023	BULKY WASTE SRVC	7369859
70877	BOYD	15000	LANTERN	7/28/2023	BULKY WASTE SRVC	7384525
70879	SURY	15005	LANTERN	7/28/2023	BULKY WASTE SRVC	7380262
70906	NGUYEN	15208	LANTERN	7/21/2023	BULKY WASTE SRVC	7373282
71057	TEETER	13701	LETTI	7/14/2023	BULKY WASTE SRVC	7362651
71057	TEETER	13701	LETTI	7/21/2023	BULKY WASTE SRVC	7372809
71335	LOPEZ	115	MIST FLOWER	7/21/2023	BULKY WASTE SRVC	7373129
71405	SHELBE	911	POLISHED STONE	7/21/2023	BULKY WASTE SRVC	7372862
71440	PARTIDA	13918	RANDALSTONE	7/21/2023	BULKY WASTE SRVC	7367817
71446	POSADAS	900	ROCKING SPUR	7/21/2023	BULKY WASTE SRVC	7372002
71526	BURLESON	1204	SLEEPYTIME	7/7/2023	BULKY WASTE SRVC	7358523
71536	LUNA	1228	SLEEPYTIME	7/21/2023	BULKY WASTE SRVC	7375919
71573	RODRIGUEZ	1524	SLEEPYTIME	7/14/2023	BULKY WASTE SRVC	7358816
71611	THOMAS	13812	SPRING HEATH	7/14/2023	BULKY WASTE SRVC	7361012
71760	PATEL	925	TWISTED FENCE	7/28/2023	BULKY WASTE SRVC	7379811
71778	SCOTT	110	WILD SENNA	7/7/2023	BULKY WASTE SRVC	7358158
72561	VILLAVICENCIO	14608	DREAMTIME	7/21/2023	BULKY WASTE SRVC	7373074



72651	SPENCER	14916	SASSAFRAS	7/28/2023	BULKY WASTE SRVC	7380609
73650	RUIZ	1921	WHITTARD OF CHELSE	7/21/2023	BULKY WASTE SRVC	7375357
73781	BENNETT	14917	SASSAFRAS	7/7/2023	BULKY WASTE SRVC	7349762
83789	JOHNOSON	1213	SWEET LEAF	7/14/2023	BULKY WASTE SRVC	7363225
86926	BENAVIDES	1717	LADY GREY	7/14/2023	BULKY WASTE SRVC	7365051
89696	GILBREATH	14620	LIPTON	7/7/2023	BULKY WASTE SRVC	7357894
89696	GILBREATH	14620	LIPTON	7/21/2023	BULKY WASTE SRVC	7369683
95681	THOMPSON	13708	HARRIS RIDGE	7/21/2023	BULKY WASTE SRVC	7375338
96128	GARZA	13712	HARRIS RIDGE	7/28/2023	BULKY WASTE SRVC	7384346
99508	AHMAD	14805	LIPTON	7/14/2023	BULKY WASTE SRVC	7365086
100948	MERCY	813	FLATTERS	7/21/2023	BULKY WASTE SRVC	7375226
106442	ELLISON	1901	GOLDEN SUNRISE	7/7/2023	BULKY WASTE SRVC	7348764
107176	NGUYEN	1413	TEA LEAF	7/14/2023	BULKY WASTE SRVC	7366483
109887	TORRE	14900	EVENING MIST	7/28/2023	BULKY WASTE SRVC	7379829
117266	OCHIAGHA	1017	GREY CASTLE	7/7/2023	BULKY WASTE SRVC	7347785
118779	DEVOS	14317	NARUNA	7/7/2023	BULKY WASTE SRVC	7353257
118779	DEVOS	14317	NARUNA	7/21/2023	BULKY WASTE SRVC **COU	7372190
121459	WILLIAMS	14117	NARUNA	7/14/2023	BULKY WASTE SRVC	7362474
121459	WILLIAMS	14117	NARUNA	7/21/2023	BULKY WASTE SRVC	7374537
122812	DE LA GARZA	14612	HYSON	7/14/2023	BULKY WASTE SRVC	7366704
122955	TUAN	1412	MORNING MIST	7/21/2023	BULKY WASTE SRVC 6CY	7370134
122955	TUAN	1412	MORNING MIST	7/28/2023	BULKY WASTE SRVC 6CY	7379732
123608	ELIZONDO	14512	CHARLES DICKENS	7/7/2023	BULKY WASTE SRVC	7352845
124579	BROBERG	14512	CHARLES DICKENS	7/7/2023	BULKY WASTE SRVC	7348788
127621	JONES	14208	SUMATRA	7/28/2023	BULKY WASTE SRVC	7379721
130749	PECKENPAUGH	14212	LAKE VICTOR	7/28/2023	BULKY WASTE SRVC	7384291
142783	DEMPS	908	OATMEAL	7/7/2023	BULKY WASTE SRVC	7347856
142991	SATTAR	828	OATMEAL	7/21/2023	BULKY WASTE SRVC	7373372
269458	CARTER	14303	HONEY GEM	7/28/2023	BULKY WASTE SRVC	7384203
14470	NORTHTOWN M		VARIOUS LOCATIONS	7/28/2023	BULKY WASTE SRVC	7384148

**Missed Pick-ups**

CUST #	CUST NAME	ADDRESS		DATE	ACTION	W/O#
61872	TORRES LOPEZ	13925	CAMBOURNE	7/11/2023	96G RECY MISS	7361737
76026	ADVERSARIO	624	TUDOR HOUSE	7/18/2023	96G TRASH MISS	7370325
85282	BELTRAN	1605	DARJEELING	7/18/2023	96G TRASH MISS	7370713
302158	CHONG	14507	JEFFERSON CRAIG	7/11/2023	96G RECY MISS	7361664
302713	HO	14504	JACKSON BROWNING	7/11/2023	96G RECY MISS	7361764

**Cart Deliveries**

CUST #	CUST NAME	ADDRESS		DATE	ACTION	W/O#
68434	GARCIA	14016	MERSEYSIDE	7/19/2023	96G RES TRASH CART DLVR	7372167
69870	HUYSMANS	13813	CAMBOURNE	7/25/2023	96G RES TRASH CART DLVR	7379867
70544	HOANG	14020	MERSEYSIDE	7/31/2023	96G RES TRASH CART DLVR	7397724
70647	IBARRA	13721	GOLDEN FLAX	7/13/2023	96G RES TRASH CART DLVR	7365079

70679	BAUTISTA	13903	GREINERT	7/5/2023	96G RES TRASH CART DLVR	7349164
70686	ZARATE	13910	GREINERT	7/25/2023	96G RES RECY CART DLVR	7378412
71057	TEETER	13701	LETTI	7/31/2023	96G RES TRASH CART DLVR	7398473
71332	SCHANDRA SAH	111	MIST FLOWER	7/11/2023	96G RES TRASH CART DLVR	7362058
71442	HUMPHREY	13920	RANDALSTONE	7/13/2023	96G RES TRASH CART DLVR	7364403
71443	WHALEN	13921	RANDALSTONE	7/25/2023	96G RES TRASH CART DLVR	7378727
71606	PETTAWAY	13804	SPRING HEATH	7/11/2023	96G RES TRASH CART DLVR	7362179
71819	ARIAS	201	WILD SENNA	7/11/2023	96G RES TRASH CART DLVR	7362200
71827	RICE	213	WILD SENNA	7/17/2023	96G RES TRASH CART DLVR	7370094
71844	HARRISON	308	WILD SENNA	7/28/2023	96G RES TRASH CART DLVR	7382128
75633	VILLARREAL	13602	LETTI	7/25/2023	96G RES TRASH CART DLVR	7378791
75633	VILLARREAL	13602	LETTI	7/28/2023	96G RES TRASH CART DLVR	7380291
78230	ZAPPA	14928	SASSAFRAS	7/5/2023	96G RES RECY CART DLVR	7349162
88512	ROSS	1504	WHITTARD OF CHELSE	7/31/2023	96G RES RECY CART DLVR	7397617
96390	RIVAS	1200	PEPPERMINT	7/7/2023	96G RES RECY CART DLVR	7351383
97009	HERNANDEZ	14012	HARRIS RIDGE	7/7/2023	96G RES TRASH CART DLVR	7358357
120517	PARSONS	14413	CHARLES DICKENS	7/28/2023	96G RES TRASH CART DLVR	7384366
123839	RANGEL	14609	NARUNA	7/19/2023	96G RES RECY CART DLVR	7372299
303685	SAHIL	14501	JEFFERSON CRAIG	7/14/2023	96G RES TRASH CART DLVR	7367637
303685	SAHIL	14501	JEFFERSON CRAIG	7/14/2023	96G RES RECY CART DLVR	7367637

**Cart Swaps**

CUST #	CUST NAME	ADDRESS	DATE	ACTION	W/O#	
61203	TURK	14308	ALDERMINSTER	7/28/2023	SWAP 9Y CART FOR SAME	7384387
61764	LOPEZ-MATA	908	ANTIQUE HERITAGE	7/14/2023	SWAP 9T CART FOR SAME	7362622
70195	HERNANDEZ	14041	GOLDEN FLAX	7/14/2023	SWAP 9T CART FOR SAME	7360765
70197	SCANDARIATO	14046	GOLDEN FLAX	7/7/2023	SWAP 9T CART FOR SAME	7359194
70651	SOLIS	13801	GOLDEN FLAX	7/28/2023	SWAP 9T CART FOR SAME	7377995
70651	SOLIS	13801	GOLDEN FLAX	7/28/2023	SWAP 9Y CART FOR SAME	7377995
70682	PACE	13906	GREINERT	7/28/2023	SWAP 9T CART FOR SAME	7378763
71102	WIDIGER	13801	LOTHIAN	7/28/2023	SWAP 9T CART FOR SAME	7377861
71141	MORA	13901	MARICELLA	7/28/2023	SWAP 9T CART FOR SAME	7378023
71818	CORONADO	200	WILD SENNA	7/7/2023	SWAP 9T CART FOR SAME	7351793
71818	CORONADO	200	WILD SENNA	7/14/2023	SWAP 9T CART FOR SAME	7359543
72064	HELMERS	14013	CONNER DOWNS	7/20/2023	SWAP 9Y CART FOR SAME	7364955
72064	HELMERS	14013	CONNER DOWNS	7/21/2023	SWAP 9Y CART FOR SAME	7375221
74199	GIOSTRA	15204	HYSON	7/14/2023	SWAP 9T CART FOR SAME	7360808
74399	RAYMOND-WAT	13704	MERSEYSIDE	7/7/2023	SWAP 9T CART FOR SAME	7348413
75027	XIAO	1609	VANILLA BEAN	7/7/2023	SWAP 9T CART FOR SAME	7346852
88208	RICHARD	1408	ORANGE SPICE	7/7/2023	SWAP 9T CART FOR SAME	7347966
95479	DEJESUS	14113	MERSEYSIDE	7/14/2023	SWAP 9T CART FOR SAME	7361491
97578	GARCIA	15200	ROSEHIP	7/14/2023	SWAP 9T CART FOR SAME	7361726
99901	OLOGBAN	15209	ROSEHIP	7/21/2023	SWAP 9T CART FOR SAME	7370836
117245	PICKENS	824	MAHOMET	7/21/2023	SWAP 9T CART FOR SAME	7375229
117245	PICKENS	824	MAHOMET	7/21/2023	SWAP 9Y CART FOR SAME	7375231
117663	CRIEL	14305	NARUNA	7/28/2023	SWAP 9T CART FOR SAME	7382391

118779	DEVOS	14317	NARUNA	7/7/2023	SWAP 9T CART FOR SAME	7353195
121186	BILLIOT	14221	NARUNA	7/28/2023	SWAP 9T CART FOR SAME	7383384
122183	SANCHEZ	1909	GOLDEN SUNRISE	7/7/2023	SWAP 9T CART FOR SAME	7358254
123839	RANGEL	14609	NARUNA	7/21/2023	SWAP 9T CART FOR SAME	7372301
157018	ROSS	824	STRICKLING	7/7/2023	SWAP 9T CART FOR SAME	7349793
260189	OLIVAS	110	PEARL BUTTERFLY	7/21/2023	SWAP 9T CART FOR SAME	7371086
263033	HOANG	106	PEARL BUTTERFLY	7/21/2023	SWAP 9T CART FOR SAME	7368055

**Cart Terms**

CUST #	CUST NAME	ADDRESS		DATE	ACTION	W/O#
70679	BAUTISTA	13903	GREINERT	7/21/2023	CART 9T TERM	7362037



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



## Northtown MUD Trash and Recycle Weight Report 2023

### 1st Quarter 2023

Month	Estimated Trash Tonnage	Estimated Recycle Tonnage
January	217.00	35.17
February	186.27	26.49
March	295.20	45.55

Total Tonnage for 1st Qtr 698.47 107.21

### 2nd Quarter 2023

Month	Estimated Trash Tonnage	Estimated Recycle Tonnage
April	263.97	32.05
May	252.45	27.39
June	322.50	42.21

Total Tonnage for 2nd Qtr 838.92 101.65

### 3rd Quarter 2023

Month	Estimated Trash Tonnage	Estimated Recycle Tonnage
July	225.21	49.92
August		
September		

Total Tonnage for 3rd Qtr 225.21 49.92

### 4th Quarter 2023

Month	Estimated Trash Tonnage	Estimated Recycle Tonnage
October		
November		
December		

Total Tonnage for 4th Qtr 0.00 0.00

<b>Total Yearly Tonnage 2023</b>	<b>1762.60</b>	<b>258.78</b>
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**Estimated Recycle Weights**

Date	Truck #	Route	Ticket #	Tonnage on Route
7/7/2023	44064	A514	298806	6.63
7/7/2023	60128	A101	471979	11.32
7/7/2023	41125	A429	3131100	11.66
7/7/2023	41130	A431	3131124	13.93
7/7/2023	41131	A430	3131235	14.05
7/7/2023	60128	A101	3131271	8.96
7/7/2023	41128	A428	3131277	11.49
7/7/2023	41130	A431	3131418	10.05

**Total Recycle Tonnage                    58.48**

Total Northtown Containers	3264
/Total containers on all routes	3824

% of Northtown containers in routes	85.36%
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Total Tonnage	58.48
---------------	-------

X % of Northtown containers in routes	85.36%
---------------------------------------	--------

<b>Estimated recycle tonnage</b>	<b>49.92</b>
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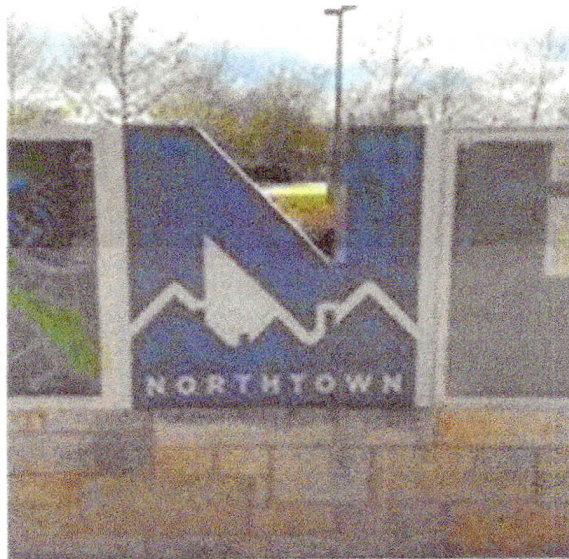
# PROPOSAL

## Board Room Acoustic Treatment

### Northtown MUD

700 E Wells Branch Pkwy.  
Pflugerville, TX 78660  
(512) 716-0759

Revision: 0  
Modified: 8/14/2023



Presented By:

### Texavy

2407 S Congress Ave Suite E #155  
Austin, TX 78704  
(512) 676-5431

EXHIBIT k



texavy



*Texavy will provide acoustic treatment to hard surfaces in the Board Room, with the goal of reducing echo of non-amplified speech and conversations. Acoustic panels recommended will absorb direct and indirect reflections and lower the amount of audible reverberations.*

*For walls, Texavy will provide and install (3) 4'x7'x2" panels at board chair wall (marked as wall "C"), (5) 4'x7'x3" at other walls, and (1) 4'x7'x3" wall panel with custom cutout for light switch near entry door. Horizontal panel spacing for two or more panels to be consistent between panels. All panels to have equal spacing from ceiling to top edge. In addition, (1) panel 28"x4'x3" will be installed above fire extinguisher cabinet.*

*For ceiling, Texavy will install (12) 3'x3'x3" panels. Ceiling panels to be hung at two different elevations, (6) with 2" spacing/gap from ceiling and (6) with 4" spacing/gap from ceiling. In addition, two different color shades will be used for ceiling panels with alternating sequence.*

*\*Reference design layout for planned panel locations*

*\*Some panel locations may need to shift at time of installation, upon customer approval*

*\*Revisions to quote, design drawings, and/or additional trips to site to be billable at consulting rate*

*\*Price does not include any required wall/ceiling drywall patch, repair, or touch up paint*

1	<b>ATS 2843</b> 28"x4'x3"
12	<b>ATS 333</b> 3'x3'x3"
3	<b>ATS 472</b> 4'x7'x2"
5	<b>ATS 473</b> 4'x7'x3"
1	<b>ATS CCOT</b> Custom Cutout
1	<b>Texavy DSGN</b> Design Documentation & CAD Markups
1	<b>Misc HWR</b> Misc Hardware, Unistrut, Etc.
1	<b>Misc SHP1</b> Shipping & Handling

\* Price Includes Accessories

**Acoustic Treatment: Optional**

*As an option, panels can be ordered to include beveled edges for no additional cost.*

**Additional Options**

<b>1</b>	<b>ATS BVED</b> Beveled Edge Upgrade	<b>\$0.00</b>
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<b>Project Subtotal:</b>	<b>\$12,419.29</b>
--------------------------	--------------------

\* Price Includes Accessories



# PROJECT SUMMARY

Total Installation Price:

\$12,419.29

**Grand Total:**

**\$12,419.29**

Client:

Date

Contractor: Texavy

Date

Revision:  
1

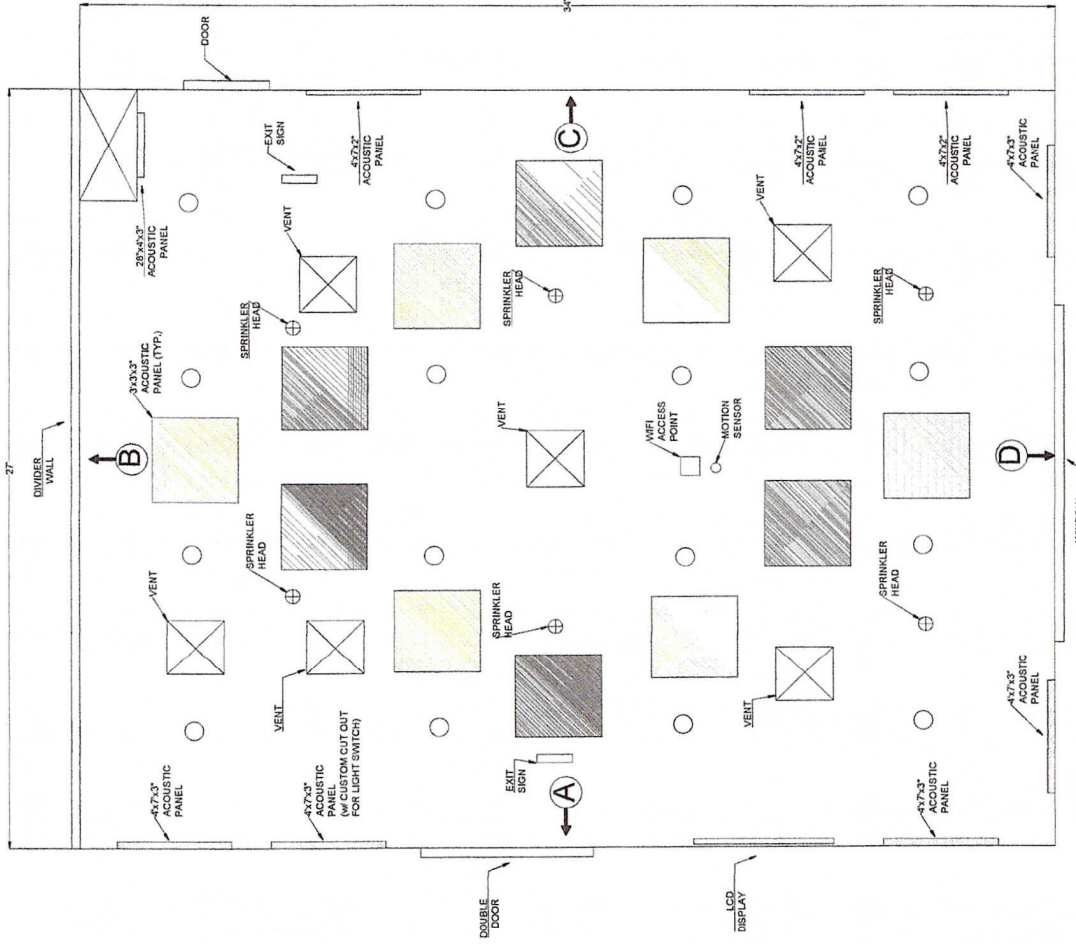
Date:  
8/21/2023

Drafter:  
ADL

Scale:  
1/2" = 1'

Sheet:  
T1.0

**CEILING LAYOUT**



SEE	FABRIC STYLE	LOCATION	CITY
3000	SONA - SANDSTONE	CEILING @ 2' BFC	6
3000	SONA - SANDSTONE	CEILING @ 2' BFC	6
4773	SONA - SANDSTONE	WALL 'C'	3
4773	SONA - SANDSTONE	WALL 'A'	2
4773	SONA - SANDSTONE	WALL 'B'	1
4773	SONA - SANDSTONE	WALL 'D'	2

BFC - BELOW FINISHED CEILING



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

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

**PROPOSAL FOR LANDSCAPE SERVICES**

21-Aug-23

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

**PROPOSAL ID:** 10250  
**HM PHONE:**  
**WK PHONE:** 512-716-0759  
**FAX:**

**PROJECT:** NT MUD Wildflower Park Tree Installation - Aug '23

The District Engineer would like the Board to consider approving this proposal as part of the NT Wildflower Park installation. This proposal includes the material, equipment, labor, and supervision for the work listed below. (1) Purchase, deliver, install, irrigate, stake and mulch 3 trees listed below and at locations within Wildflower Park shown on a diagram by TexaScapes, dated 8-21-23 (2) 100g Mexican Sycamore x2 (3) 100g Cedar Elm. If the Board desires to have this work scheduled, please return an executed copy of this proposal to our

DESCRIPTION	QTY	UM
SUPERVISION & PROJECT MGT	1	LT
LABOR, LANDSCAPE CREW EQUIPPED	1	LT
H.C. SHREDDED HARDWOOD MULCH	9	BAGS
Platanus Mexicana - MX Sycamore 100g	2	100 GAL
Ulmas Crassifolia - Cedar Elm	1	100 GAL
IRRIGATION-PLANTING ALLOWANCE	1	LUMP SUM
	<b>SUBTOTAL</b>	<b>\$8,329.30</b>
	<b>SALES TAX</b>	<b>\$0.00</b>
	<b>TOTAL</b>	<b>\$8,329.30</b>

**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.

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



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

*Founded with Integrity. A Proud Texas Corporation Since 1985.*

**EXHIBIT L**





**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*.



District's Unique Control Number: \_\_\_\_\_



Respectfully Submitted,

*Richard Fadal, President*

This proposal expires on: 20-Sep-23

**District:**

**Northtown Municipal Utility District**

By: *Brenda Richter*  
Brenda Richter, President

Date: 8/22/2023

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



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

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# 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.	<b>OFFICE USE ONLY CERTIFICATION OF FILING</b>
<b>1 Name of business entity filing form, and the city, state and country of the business entity's place of business.</b> TexaScapes, Inc. Austin, TX United States	Certificate Number: 2023-1064660
<b>2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.</b> Northtown Municipal Utility District	Date Filed: 08/25/2023
	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.**

2023822-6(1)  
NT MUD Wildflower Park Tree Installation (Aug '23) - Proposal 10250

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

**5 Check only if there is NO Interested Party.**

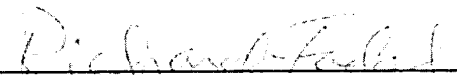
**6 UNSWORN DECLARATION**

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

My address is 13740 Research Blvd, Suite I-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 25th day of August, 2023.  
(month) (year)

  
\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)



# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

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

TexaScapes, Inc.  
Austin, TX United States

Certificate Number:  
2023-1064660

Date Filed:  
08/25/2023

**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:  
08/28/2023

**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.**

2023822-6(1)  
NT MUD Wildflower Park Tree Installation (Aug '23) - Proposal 10250

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



P.O. Box 3639  
Cedar Park, Texas 78630

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**DATE:** August 14, 2023  
**TO:** Northtown Municipal Utility District  
Board of Directors  
**FROM:** Scott J. Foster, P.E.  
**RE:** Northtown MUD – Engineer’s Report for the August 2023 Board Meeting

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**Report from District Engineer, including:**

***a) Development Updates;***

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

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

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

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

Phase 2 of the project is expected to start construction mid-2023. The developer and District required additional easements and agreements to permit the project which have been executed and recorded. The plans have been technically approved by the District. Final approval is pending receipt of administrative items including payment of parkland fees. The restrictive covenant review is pending final approval. A variance request to reduce the building setback (Section 10c – 30 feet required) from District parkland was approved at the March 1, 2023 Board Meeting.

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

Construction has started and is expected to last into 2024.

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

The project started construction in May 2022 and is expected to be completed in the fall of 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 recordation of easements and the restrictive covenant submittal which are pending execution.

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

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

Construction plans have been submitted and the review is on hold pending the receipt of updated documents from the applicant. Construction of the project is anticipated to start in early 2024.

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

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.

The TCEQ requires an annual report be filed which summarizes the District's MS4 related activities. The 2022 annual report was filed with the TCEQ on March 24, 2023.

A summary of compliance matters has been provided. The TCEQ accepted the District's response to their Notice of Violation. A copy of the letter is provided for informational purposes.

**c) *SB3 Emergency Preparation Plan;***

The financial waiver for the EPP was submitted to the TCEQ on May 30, 2022 and prior to the June 1, 2022 deadline. The TCEQ requested supplemental information which was provided on July 21, 2022. As requested, 360 PSI contacted TCEQ in July 2023. TCEQ is still processing applications, but it appears that NTMUD will receive a temporary waiver to allow for additional future discussion with the City of Austin. The supplemental modeling study has been completed. The updated report was discussed and accepted by the District at the April 2023 meeting.

Jon Niermann, *Chairman*  
Emily Lindley, *Commissioner*  
Bobby Janecka, *Commissioner*  
Kelly Keel, *Interim Executive Director*



## TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

*Protecting Texas by Reducing and Preventing Pollution*

July 20, 2023

Scott Foster, P.E., District Engineer  
360 Professional Services, Inc.  
P.O. Box 3639  
Cedar Park, Texas 78630

Re: Notice of Compliance with Notice of Violation dated November 30, 2022:  
Northtown MUD MS4, Area within the ETJ of the City of Austin North of Howard  
Lane, East of IH 35, and West of Dessau Road, Travis County, Texas,  
Regulated Entity No.: RN105597785, CN601178726, TXR040347, Investigation  
No's. 1852650 & 1908873

Dear Mr. Foster,

This letter is to inform you that the Texas Commission on Environmental Quality (TCEQ) Austin Regional Office has received adequate compliance documentation on June 8, 2023, to resolve the alleged violations documented during the investigation of the above-referenced regulated entity conducted on November 17, 2022. Based on the information submitted, no further action is required concerning this investigation.

The Texas Commission on Environmental Quality appreciates your assistance in this matter and your compliance efforts to ensure protection of the State's environment. If you or members of your staff have any questions, please feel free to contact Mrs. Isabel Pacheco in the Austin Region Office at (512) 239-7028.

Sincerely,

A handwritten signature in cursive script, appearing to read "Shawn Stewart".

Shawn Stewart, Water Section Manager  
Austin Region Office  
Texas Commission on Environmental Quality

SS/ip

TCEQ Region 11 • P.O. Box 13087 • Austin, Texas 78711-3087 • 512-339-2929 • Fax 512-339-3795

Austin Headquarters: 512-239-1000 • [tceq.texas.gov](http://tceq.texas.gov) • How is our customer service? [tceq.texas.gov/customersurvey](http://tceq.texas.gov/customersurvey)

printed on recycled paper

EXHIBIT   N

# Northtown Municipal Utility District

**August 22, 2023**

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- Review Cash Activity Report, including Receipts and Expenditures

Action Items:

- Approval of director and vendor payments
- Approve funds transfers:
  - Logic Operating Account to ABC Bank Manager's Account: \$482,524.12
  - Logic Operating Account to ABC Bank Manager's Account: \$79,000.00
  - TexPool Operating Account to ABC Bank Customer Refund Account: \$5,000.00
  - ABC Bank Operating Account to TexPool General Operating Account: \$200,000.00
  - *PNC Bank Lockbox Account to TexPool General Operating Account: \$400,000.00 7/28/2023*

**Northtown Municipal Utility District  
Cash Activity Report - ABC Bank Operating Account  
July 31, 2023 - August 22, 2023**

		General Fund Operating Account
<b>Cash Balance - July 31, 2023</b>		<b>35,514.03</b>
<b>Subsequent Activity</b>		<b>176,700.00</b>
Cash Receipts	Northtown Phase 2 Parkland Fees	176,400.00
Cash Receipts	Facility Rental	300.00
	<b>Total Subsequent Activity</b>	<u>176,700.00</u>
<b>Subtotal</b>		<b>212,214.03</b>
<b>Transfers to be approved at August 22, 2023 Meeting</b>		<b>(200,000.00)</b>
Northtown M.U.D.	Transfer to TexPool Operating Account	<u>(200,000.00)</u>
		<u>(200,000.00)</u>
<b>Projected Balance as of August 22, 2023</b>		<b>\$ 12,214.03</b>



**Northtown Municipal Utility District**  
**Cash Activity Report - ABC Bank Manager's Account**  
**June 30, 2023 - August 22, 2023**

		<b>General Fund Manager's Account</b>
<b>Cash Balance - June 30, 2023</b>		<b>\$ 280,867.93</b>
<b>Subsequent Activity</b>		<b>(8,377.70)</b>
Transfers approved at the July 25, 2023 Meeting		830,190.38
Expenditures Approved at the July 25, 2023 Meeting		(781,891.67)
Payroll Expenses		(33,535.82)
Alterman, Inc.	11043	Inspect Well Pump, Motor & Casing (7,413.00)
AT&T Mobility	11044	Telephone - July 2023 (92.56)
Austin Landscape Supplies	11045	Mulch - 14401 Harris Ridge Blvd (12,748.03)
City of Austin	11046	Utilities - July 2023 (39.24)
City of Round Rock Environmental Services	11047	Bacteriological Test - 24 PA (275.00)
Fatter & Evans Architects, Inc.	11048	NT MUD Office & Pavilions (137.08)
Optimum	11049	Internet - July 2023 (655.29)
TXU Energy	11050	Utilities - July 2023 (1,780.39)
<b>Total Subsequent Activity</b>		<b>(8,377.70)</b>
<b>Cash Balance - July 31, 2023</b>		<b>\$ 272,490.23</b>
<b>Subsequent Expenditures</b>		<b>(51,643.70)</b>
Payroll Expenses		(42,916.69)
Ramona Oliver	11051	Expense Reimbursement (1,840.88)
City of Austin	11052	Utilities - July 2023 (2,300.96)
AT&T	11053	Telephone - July 2023 (996.78)
Charter Communications	11054	Park Internet - July 2023 (145.12)
City of Austin	11055	Utilities - July 2023 (2,956.58)
Ramona Oliver	11056	Expense Reimbursement (338.38)
Shalonda Thomas	11057	Facility rental deposit refund (100.00)
Verizon	11058	Telephone- July 2023 (48.31)
<b>Total Subsequent Activity</b>		<b>(51,643.70)</b>
<b>Expenditures to be Approved at August 22, 2023 Meeting</b>		<b>(482,524.12)</b>
360 Professional Services, Inc.	11059	Engineering Fees - July 2023 (14,218.80)
Alterman, Inc.	11060	Water Well Maintenance (6,424.81)
Armbrust & Brown, P.L.L.C.	11061	Legal Fees - July 2023 (13,525.45)
Bott & Douthitt, P.L.L.C.	11062	Accounting Services - July 2023 (6,202.70)
Brenntag Southwest	11063	Chemicals (6,822.80)
City of Austin	11064	W/WW Purchases - July 2023 (189,604.32)
City of Round Rock Environmental Services	11065	Bacteriological Test - 24 PA (250.00)
Crossroads Utility Services	11066	Operations - July 2023 (46,626.92)
Employee Incentive Plans, Inc.	11067	401(k) Administration Fee (740.37)
Hitchcock Design, Inc.	11068	Office/Park Pavilion (34.58)
Ramona Oliver	11069	Expense Reimbursement (326.38)
Roadrunner Inspection Services	11070	Inspection Fees (1,650.00)
TCB Construction, Inc.	11071	Sidewalks (54,300.00)
Texas Disposal Systems, Inc.	11072	Garbage Fees - July 2023 (75,739.16)
TexaScapes	11073	Landscaping/Irrigation (55,733.58)
Travis County Sheriff's Department	11074	Security Patrol Vehicle (2,440.00)
Williams Mapping & Consulting	11075	Monthly MS4 Inspections (800.00)
Capers, Christopher	11076	Director Fees (204.10) *
Amaro, Felix	11077	Director Fees (204.10) *
Employee Incentive Plans, Inc.	11078	401(k) Administration Fee (676.05) *
KB Homes	11079	Parkland Fees Refund - Villages at NT Park Fees (6,000.00) *
<b>Total</b>		<b>(482,524.12)</b>
<b>Subtotal</b>		<b>(261,677.59)</b>
<b>Transfers to be approved</b>		<b>561,524.12</b>
Transfer for expenditures approved 8/22/2023	Transfer from Logic Operating Account	482,524.12
Transfer Funds	Transfer from Logic Operating Account	79,000.00
<b>Projected Balance as of August 22, 2023</b>		<b>\$ 299,846.53</b>

**Northtown Municipal Utility District**  
**Cash Activity Report - ABC Bank Customer Refund Account**  
**July 31, 2023 - August 22, 2023**

			<u>General Fund</u> <u>Customer Refund</u> <u>Account</u>
<b>Cash Balance - July 31, 2023</b>			<b>\$ 3,910.09</b>
<b>Expenditures to be Approved at August 22, 2023 Meeting</b>			<b>(3,521.77)</b>
1836 Realty Property Management	13428	Customer Refund	(107.95)
Ahuja, Gagan	13429	Customer Refund	(114.02)
Cooley, Edward	13430	Customer Refund	(21.07)
Deleon, Alicia	13431	Customer Refund	(247.53)
Feick, Josh	13432	Customer Refund	(33.74)
Garcia, Tomas	13433	Customer Refund	(48.85)
Gonzales, Becky	13434	Customer Refund	(667.23)
Gonzalez, Sonya	13435	Customer Refund	(76.61)
Havens, Tyler Allen	13436	Customer Refund	(37.75)
Iles, Roman	13437	Customer Refund	(31.01)
KB Homes	13438	Customer Refund	(406.59)
Koshy, Justin	13439	Customer Refund	(42.46)
Man, Chanasna	13440	Customer Refund	(2.28)
Merit Properties	13441	Customer Refund	(112.07)
Miri, Seyed	13442	Customer Refund	(109.30)
Morris Green Properties	13443	Customer Refund	(111.14)
Neighborhood Reality	13444	Customer Refund	(130.26)
Nguyen, Kim-Ngan	13445	Customer Refund	(106.83)
Orchard Property III, LLC	13446	Customer Refund	(77.15)
Perez, Fabiola	13447	Customer Refund	(43.92)
Resendiz, Maria D.	13448	Customer Refund	(69.83)
Richardson, Clarita	13449	Customer Refund	(38.38)
Salih, Jordan Al	13450	Customer Refund	(91.71)
Sean, Fallon	13451	Customer Refund	(26.02)
Simpson, Reese	13452	Customer Refund	(94.80)
Stevens, Jeffery	13453	Customer Refund	(67.67)
Tran, Nam	13454	Customer Refund	(82.91)
Tree Realty	13455	Customer Refund	(137.67)
Ucar, Melek	13456	Customer Refund	(115.47)
Wilson, Destinee	13457	Customer Refund	(207.74)
Zhang, Helen	13458	Customer Refund	(61.81)
<b>Total Expenditures</b>			<b>(3,521.77)</b>
<b>Subtotal</b>			<b>388.32</b>
<b>Transfers to be approved - from TexPool Operating Account</b>			<b>5,000.00</b>
<b>Projected Balance as of August 22, 2023</b>			<b>\$ 5,388.32</b>

**Northtown Municipal Utility District**  
**Cash Activity Report - ABC Bank Park Fund Account**  
**July 31, 2023 - August 22, 2023**

	<u>ABC Bank</u> <u>Park</u> <u>Account</u>
<b>Cash Balance - July 31, 2023</b>	<b>\$ 49,950.00</b>
<b>Projected Balance as of August 22, 2023</b>	<b>\$ 49,950.00</b>

**Northtown Municipal Utility District  
Cash/Investment Activity Report  
July 31, 2023 - August 22, 2023**

	Interest Rate	Maturity Date	Balance 7/31/2023	Subsequent Receipts	Subsequent Disbursements	Subtotal	Transfers to be 8/22/2023	Projected Balance 8/22/2023
<b>General Fund -</b>								
ABC Bank - Operating Account	0.0000%	N/A	\$ 35,514.03	\$ 176,700.00	\$ -	\$ 212,214.03	\$ (200,000.00)	\$ 12,214.03
ABC Bank - Manager's Account	0.0000%	N/A	272,490.23	-	(534,167.82)	(261,677.59)	561,524.12	299,846.53
ABC Bank - Customer Refunds	0.0000%	N/A	3,910.09	-	(3,521.77)	388.32	5,000.00	5,388.32
PNC Bank Lockbox	0.0000%	N/A	26,541.83	20,894.70	-	47,436.53	-	47,436.53
Logic Operating - 01	5.4726%	N/A	16,346,498.69	-	-	16,346,498.69	(561,524.12)	15,784,974.57
TexPool Operating	5.3049%	N/A	1,073,109.35	-	-	1,073,109.35	195,000.00	1,268,109.35
TexPool Fiscal Surety Trail Easement	5.3049%	N/A	108,247.23	-	-	108,247.23	-	108,247.23
<b>Total - General Fund</b>			<b>17,866,311.45</b>	<b>197,594.70</b>	<b>(537,689.59)</b>	<b>17,526,216.56</b>	-	<b>17,526,216.56</b>
<b>Park Fund -</b>								
ABC Bank - Park Account	0.0000%	N/A	49,950.00	-	-	49,950.00	-	49,950.00
Logic - Park Fund - 02	5.4726%	N/A	48,962.21	-	-	48,962.21	-	48,962.21
TexPool Park	5.3049%	N/A	4,754.09	-	-	4,754.09	-	4,754.09
<b>Total - Park Fund</b>			<b>103,666.30</b>	-	-	<b>103,666.30</b>	-	<b>103,666.30</b>
<b>Debt Service Fund -</b>								
Logic - Tax Account	5.4726%	N/A	14,977.84	-	-	14,977.84	-	14,977.84
Logic - Debt Service	5.4726%	N/A	3,013,954.15	-	-	3,013,954.15	-	3,013,954.15
TexPool - SR 2020 Cap Int	5.3049%	N/A	167,173.68	-	-	167,173.68	-	167,173.68
<b>Total - Debt Service Fund</b>			<b>3,196,105.67</b>	-	-	<b>3,196,105.67</b>	-	<b>3,196,105.67</b>
<b>Capital Project Fund -</b>								
Logic - SR 2011 CPF	5.4726%	N/A	2,597.20	-	-	2,597.20	-	2,597.20
TexPool - SR 2020 CPF	5.3049%	N/A	4,618,308.89	-	-	4,618,308.89	-	4,618,308.89
<b>Total - Capital Project Fund</b>			<b>4,620,906.09</b>	-	-	<b>4,620,906.09</b>	-	<b>4,620,906.09</b>
<b>Total - All Funds</b>			<b>\$ 25,786,989.51</b>	<b>\$ 197,594.70</b>	<b>\$ (537,689.59)</b>	<b>\$ 25,446,894.62</b>	<b>\$ -</b>	<b>\$ 25,446,894.62</b>

- (1) To transfer funds from Logic Operating Account to ABC Bank Manager's Account: \$482,524.12
- (2) To transfer funds from Logic Operating Account to ABC Bank Manager's Account: \$79,000.00
- (3) To transfer funds from TexPool Operating Account to ABC Bank Customer Refund Account: \$5,000.00
- (4) To transfer funds from ABC Bank Operating to TexPool General Operating Account: \$200,000.00

# **MASTER SERVICES AGREEMENT**

Northtown Municipal Utility District  
c/o Armbrust & Brown, PLLC  
100 Congress Ave., Suite 1300  
Austin, Texas 78701

&



HydroPro Solutions, LLC  
907 Rockmoor Dr.  
Georgetown, TX 78628

## MASTER SERVICES AGREEMENT

This Master Services Agreement (the “**Agreement**”) is made and entered into by and between **HydroPro Solutions, LLC**, a Texas limited liability company, for itself and its affiliates (collectively “**Company**”), having a place of business at 907 Rockmoor Dr. Georgetown, TX 78628, and Northtown Municipal Utility District, a political subdivision of the State of Texas (“**Client**”), c/o Armbrust & Brown, PLLC, 100 Congress Ave., Suite 1300, Austin, TX 78701. Company and Client are referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

### RECITALS

A. Client owns and operates a water utility system and provides retail water service to residents and customers of Client. As part of Client’s provision of retail water service, Client meters water usage for billing and other purposes.

B. In order to more effectively meter water usage, Client desires to engage Company to install an advanced metering infrastructure system and provide certain related services.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Work.** Company will provide to Client the equipment, goods, materials, and services (the “**Work**”) as more specifically described in Task Order No. I and Task Order No. II, attached collectively as **Exhibit “A”**, and incorporated into this Agreement for all purposes, for the amounts specified therein (each, a “**Task Order**”). This Agreement controls and governs all Work provided by Company for Client from and after the Effective Date and until such time as the Work is completed in accordance with this Agreement. Any modification, supplement, or amendment of this Agreement must be in writing and signed by an authorized representative of each of the Parties.

2. **Additional Task Orders.** In addition to the Work provided in Section 1 above, Company will, from time to time upon Client’s request, provide certain services to Client and/or supply certain equipment, goods, or materials to Client (“**Additional Work**”) as more specifically described in one or more task orders in the form attached hereto as **Exhibit “B”** (each, an “**Additional Task Order**”), or in another mutually agreeable form, which will describe the Additional Work and the corresponding cost for such Additional Work. An Additional Task Order executed by authorized representatives of each Party will be deemed part of this Agreement for all purposes.

3. **Term.** The effective date of this Agreement is the later of the dates shown on the signature lines of the Parties below (“**Effective Date**”). The term of this Agreement commences on the Effective Date and expires when the Work has been completed. Notwithstanding the foregoing, Company may terminate this Agreement by giving Client 30 days’ prior written notice of such termination, and Client may terminate this Agreement by giving Company 30 days’ prior written notice of such termination. Further, Client may terminate this Agreement immediately upon the provision of notice to Company if Client determines that Company has acted negligently or recklessly in the course of this Agreement.

4. **Client Responsibilities.** Client hereby acknowledges and agrees that in order for Company to complete the Work as set forth in this Agreement, Client will use good faith efforts to cooperate with Company, promptly provide accurate information as reasonably requested by Company in connection with the Work and make timely payments in accordance with the terms of this Agreement. Client will designate a representative who will have the authority to make decisions on behalf of Client; provided, however,



Company understands that certain decisions of Client may only be made upon a vote by Client's Board of Directors at a meeting of the Board. Client is responsible for providing Company with all information, requested in writing by Company, regarding utility locations and other information pertinent to this Agreement and the Work. Client agrees to deliver prompt written notice to Company should it become aware of any default, or event which with the passage of time would be a default, as well as any other information which could impair Company's ability to complete the Work in accordance with this Agreement; however, Client does not waive its rights with respect to any default in the event it does not promptly provide written notice of default to Company.

5. Amount and Time of Payment. Each Task Order sets forth the compensation due Company. Client agrees to pay all compensation due to Company consistent with Section 2251.02 of the Texas Government Code regarding Time for Payment by a Governmental Entity. All payments by Client hereunder are payable to **HydroPro Solutions, P.O. Box 612957, Dallas TX 75261-2957**, or at such other place as Company from time to time may designate in writing. Notwithstanding the above, should a payment dispute arise, Client is not obligated to pay Company the disputed portion of the subject bill or invoice until the Parties have resolved the dispute to the reasonable satisfaction of both Parties.

6. Taxes, Licenses, and Fees. Client is a governmental entity and is therefore tax exempt. Client shall be responsible for all permits and related fees associated with the Work that Company is not otherwise required to itself obtain under Section 7. Client will secure, at its sole cost and expense, any other necessary approvals, easements, assessments, or required zoning changes.

7. Compliance with the Law. In performance of transactions hereunder, Company will obtain and hold all necessary permits and licenses and otherwise comply with all laws, rules, regulations and orders, federal, state or municipal, which are now or may hereafter become applicable to Company's business and the Work it has contracted to do under this Agreement. If any of the terms of this Agreement conflict with any applicable federal, state or municipal rule, regulation, order or law, the applicable state, federal, or municipal regulation, order or law will control.

8. Safety. Client will assure that the sites controlled by it at which Company is expected to perform Work are in compliance with OSHA safety standards. The preceding sentence in no way abrogates Company's duties with respect to worker safety, including its compliance with all applicable safety standards, laws, and regulations.

9. Insurance. During the term of this Agreement, Company will secure and maintain, at its sole cost and expense, insurance as follows: (a) comprehensive general liability insurance, \$1,000,000 per occurrence and \$2,000,000 aggregate; (b) workers' compensation insurance in accordance with applicable law; (c) employer's liability insurance providing \$1,000,000 per occurrence for bodily injury, illness, or death by accident of any employee of the primary insured; (d) motor vehicle liability insurance, \$1,000,000 per accident; and (e) excess/umbrella liability insurance, \$3,000,000 per occurrence and \$3,000,000 aggregate. Such policies must be payable on an "occurrence" rather than a "claims made" basis, and must name Client as an additional insured. Company must provide evidence of such insurance prior to beginning the Work. Company will require that its insurance provider waive any rights of subrogation against Client arising from payments made by such insurer under Company's commercial general liability and umbrella liability. Company's Commercial General Liability policy must: (1) be on a current edition of ISO form CG 00 01 12 07 or equivalent; (2) include, but not be limited to, the following coverages: premises/operations, products/completed operations, independent contractors, personal injury, contractual liability, including contractual indemnity, and explosion, collapse, underground property damage; and (3) not include the following endorsements and exclusions or equivalent: CG 22 94 or CG 22 95 (Damage to Work Performed by Subcontracts Exclusion), CG 21 39 (Contractual Limitation Endorsement), CG 24 26 (Amendment of Insured Contract Definition), and CG 21 37 (Employees as Insureds Exclusion). All of the above-listed insurance must be maintained in force throughout the term of this Agreement and must be written by insurance

companies authorized to sell insurance where work is being performed and have an A.M. Best's rating of B++ VII or better. All insurance policies must provide that they may not be cancelled or modified without 30 days' prior written notice to Client and that they are primary and noncontributory over any insurance that may be carried by the Client. None of the requirements of this Agreement with regard to insurance will limit, qualify, or quantify the obligations and liabilities of Company under this Agreement or with respect to the services provided by Company pursuant to this Agreement.

**10. INDEMNIFICATION. AS A MATERIAL PART OF THE CONSIDERATION FOR THIS AGREEMENT, COMPANY AGREES TO WHOLLY INDEMNIFY, DEFEND, AND HOLD HARMLESS CLIENT AND ITS DIRECTORS, OFFICERS, AND AGENTS FROM ALL CLAIMS, LOSSES, EXPENSES, AND LIABILITIES, INCLUDING COSTS, LITIGATION EXPENSES, AND ATTORNEYS' FEES (COLLECTIVELY, "LOSSES"), ARISING FROM OR RELATING TO THE WORK TO BE PERFORMED BY COMPANY UNDER THIS AGREEMENT, INCLUDING LOSSES ARISING OUT OF OR RELATING TO DAMAGE TO PROPERTY, INJURY TO OR DEATH OF PERSONS (INCLUDING THE PROPERTY AND PERSONS OF THE PARTIES AND THEIR AGENTS, SERVANTS, CONTRACTORS AND EMPLOYEES), LOSS OF USE OF PROPERTY, LOSS OF REVENUE, ECONOMIC OR OTHER LOSSES, AND ANY NON-COMPETITION, EMPLOYMENT, OR OTHER SIMILAR AGREEMENT AFFECTING COMPANY'S PERSONNEL. THE OBLIGATIONS IN THIS PARAGRAPH APPLY WHETHER ALLEGED OR ACTUAL NEGLIGENCE OR GROSS NEGLIGENCE ACTS OR OMISSIONS OR OTHER FAULT OF CLIENT CAUSED THE LOSS IN WHOLE OR IN PART. THESE OBLIGATIONS INCLUDE WITHOUT LIMITATION, CLAIMS BY COMPANY'S EMPLOYEES AGAINST CLIENT.**

11. Client Events of Default. The following events will be considered events of default of Client: (a) the failure of Client to make payments in accordance with this Agreement and the applicable Task Order; or (b) failure of Client to comply with any of the terms of this Agreement or any Task Order. If Client fails to cure any monetary event of default within ten days of written notice of such default, or any non-monetary default within thirty business days of written notice of such default, Company may exercise any and all remedies available to it under applicable law and this Agreement, including, but not limited to, immediately terminating this Agreement upon the provision of written notice to Client.

12. Company Events of Default. The following events will be considered events of default of Company: failure of Company to comply with any of the terms of this Agreement or any Task Order. If Company fails to cure any event of default within thirty business days of written notice of such default, Client may exercise any and all remedies available to it under applicable law and this Agreement, including, but not limited to, immediately terminating this Agreement.

13. Insolvency. In the event that either Party becomes insolvent or makes an assignment for the benefit of creditors or is adjudicated bankrupt or admits in writing that it is unable to pay its debts, or should any proceedings be instituted under any state or federal law for relief of debtors or for the appointment of a receiver, trustee, or liquidator of either Party, or should voluntary petition in bankruptcy or a reorganization or any adjudication of either party as an insolvent or a bankrupt entity be filed, or should an attachment be levied upon either party's equipment and not removed within five days therefrom, the other party will have the right to cancel this Agreement and to terminate immediately all work hereunder without further obligation.

14. Force Majeure. Any delay in or failure to perform by a Party, other than payment of money, will not constitute a default that exposes it to liability for breach if and only to the extent the delay or failure to perform is caused by an occurrence beyond the reasonable control of the Party, including, but not limited to, an act of God or the public enemy; expropriation or confiscation of facilities; compliance with any order or requirement or any governmental authority; act of war, rebellion or sabotage or damage resulting therefrom; fire, flood, hurricane, tornado, or explosion; riots or strikes or other concerted acts of workmen, whether direct or indirect. For avoidance of doubt, Force Majeure will not include any of the following unless otherwise

caused by Force Majeure: (a) economic hardship, (b) changes in market conditions, (c) late delivery or failure to receive materials, (d) nonperformance of subcontractors, or (e) rain, snow, ice or other adverse weather events unless unusual in nature or involving a named storm event. In the event of force majeure, the Party claiming force majeure will furnish the other Party with written notice setting forth the full particulars of the force majeure claimed, as soon as reasonably possible after the occurrence of the force majeure, and the obligations of that Party, so far as they are affected by such force majeure, will be suspended during the continuance of any inability so caused and for the minimum time thereafter reasonably necessary to commence or resume Work, but for no longer. The Party relying upon such force majeure must use due diligence and all reasonable efforts (including reasonable expenditure of money) to mitigate the effects of, and overcome, the cause of force majeure. If a force majeure event exceeds sixty days, either Party may cancel this Agreement.

15. Hazardous Materials. The Work expressly excludes any Work of any nature associated or connected with the identification, abatement, cleanup, control, removal, or disposal of any materials, substances, chemicals or wastes recognized as hazardous or toxic under applicable laws, regulations, rules, ordinances or by any governmental body (“**Hazardous Materials**”). Client warrants and represents, to the best of Client’s knowledge, that there is no asbestos or other Hazardous Materials in areas that Company will be required to provide the Work or will in any way affect the Work. If the Company is made aware of or suspects the presence of Hazardous Materials, Company reserves the right to stop the Work until the condition is corrected.

16. Customer Data. The Parties agree that all of Client’s retail customer billing information, personally identifiable information, and other related data or information (“**Customer Data**”) is and will remain the sole and exclusive property of Client. Company will disclose Customer Data only to the extent necessary to provide service to Client and Client’s retail customers under this Agreement, or as otherwise authorized by Client in writing.

17. Choice of Law. The law governing this Agreement will be that of the State of Texas. Company and Client agree that exclusive venue for any lawsuit arising from or in connection with the terms of this Agreement or the Work will be in the courts of competent jurisdiction located in Williamson County, Texas.

18. Waiver. No waiver of any provision or condition of this Agreement is implied or imputed by reason of a Party's failure to complain or to seek remedies on account of any previous breach or violation.

19. Separability. If any provision of this Agreement is found to be invalid or unenforceable, that provision will be disregarded by the Parties and the balance of this Agreement will be enforced as the integrated written agreement of the Parties.

20. Attorneys’ Fees. Any Party who substantially prevails (giving due consideration to all relevant circumstances and not merely to which Party obtains a judgment or recovery in its favor) in asserting or defending a claim or suit arising out of this Agreement, or Work provided hereunder, is entitled to, in addition to all other damages allowed under law, its costs, fees and expenses, including reasonable attorneys’ fees and costs but only to the extent allowed under Chapter 271.153 of the Local Government Code.

21. Notice. The service of all notices or other communications required or permitted under this Agreement will be sufficient if mailed to Company or Client at the appropriate address set forth above, or at such addresses as each Party may subsequently provide in writing with specific reference to this Agreement. Any such notices mailed to such address will be effective when deposited in the United States mail, duly addressed and with postage prepaid. Notices or other communications may also be delivered in electronic form, and if so delivered will satisfy the notice requirements set forth herein or arising under law, provided any notice in electronic form will be confirmed promptly by U.S. mail.

22. Change in Law. This Agreement is based on laws existing at the time of its execution. Any

changes, including changes in governmental enforcement practices, revisions or new laws, including, without limitation, those related to taxes, permits, fees and duties, that have the effect of increasing Company's burden, including, but not limited to, cost, time-consumption and risk exposure, will entitle Company to fair and equitable Agreement modifications, which modifications the Parties agree to work toward in good faith and in a timely fashion.

23. Relationship of the Parties. Company is an independent contractor, and neither Company nor anyone employed by Company will be deemed for any purpose to be an employee, agent, partner, servant or representative of Client. It is expressly agreed that this Agreement will not create a partnership, joint venture, association, joint enterprise or any other relationship giving rise to joint and several liability between the Parties. This Agreement will not impose on Company any fiduciary duty, or any greater standard of care beyond that imposed on each party to an arms-length commercial agreement between parties having no special relationship with one another. All matters pertaining to the employment, supervision, compensation, promotion and discharge of any employees of any Party hereto are the responsibility of that Party, alone, each Party is in all respects the employer of such Party's employees, and all employment arrangements are solely the concern of the relevant employer and the other Parties will have no liability with respect thereto.

24. Entire Agreement. This Agreement constitutes the entire agreement between the Parties relating to the performance of Work hereunder, and supersedes any previous written agreement and/or any previous or subsequent oral understandings or agreements between the Parties with respect to any such Work.

25. Counterparts; Electronic Transmission and Storage. This Agreement may be executed in counterparts (and by the Parties hereto on different counterparts), each of which will constitute an original, but all of which when taken together will constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or other electronic means will be effective as delivery of a manually executed counterpart of the same, and an electronically stored, executed version of this Agreement will be deemed an original.

26. Assignment. The Parties, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. The Company will not assign this Agreement, nor any monies due or to become due to it hereunder, without the prior written consent of the Client. Client may, without Company's consent, assign this Agreement.

27. Standard of Care. All Work will be of good quality and will be performed in a professional manner. The standard of care for all Work and any other services under this Agreement, will be the care and skill ordinarily provided by competent individuals practicing under similar circumstances and as expeditiously as is prudent considering the ordinary skill and care of a competent individual in similar circumstances.

28. Ownership of Documents. All documents, including original drawings, estimates, specifications, designs, periodic construction progress notes, computer files, and data (collectively, the "**Documents**") will be the property of the Client. All materials and information that are the property of Client and all copies or duplications thereof will be delivered to Client by Company as no cost to Client within 14 days of termination of this Agreement.

29. Amendments. No alteration, amendment, change, deletion, or addition to this Agreement will be binding upon Client or Company unless it is in writing and signed by both Parties.

30. Authority. Each person executing this instrument on behalf of a Party represents that he or she is an authorized representative of and has the authority to sign this document on behalf the respective Party.

31. Addendum to Agreement. Attached hereto as **Exhibit "C"** is an addendum to the Agreement which is hereby incorporated into the Agreement for all purposes.

IN WITNESS WHEREOF, the Parties have caused this Master Services Agreement to be duly executed by an authorized person, as set forth below.

**COMPANY:**

**HydroPro Solutions, LLC**

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

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

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

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

**CLIENT:**

**Northtown Municipal Utility District**

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

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

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

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

**EXHIBIT "A"**

**TASK ORDER NO. I  
Material Supply Services**

The work and/or equipment, goods, or materials (s) described below will be provided by Company in accordance with the Master Services Agreement to which this Task Order is attached.

**SCOPE OF SERVICES:**

Supply of Master Meter Radio Read Water Meters and Fixed Network Infrastructure/Software/Training. This will be based on known and discovered quantities of needed units to complete the project. Any updated number of units needed based on field discovery during the deployment process may be used to increase and/or decrease actual number of needed units following mutual written authorization (which may be by email) between HydroPro Solutions and Northtown Municipal Utility District.

<b>Item</b>	<b>Quantity</b>	<b>Per Unit Price</b>	<b>Extended Total</b>
5/8x3/4 Master Meter Radio Read Water Meter	3143	\$295.00	\$927,185.00
DFW 18" Round Meter Box Lids	2515	\$73.00	\$183,595.00
DFW Meter Box Sized for Single Meter Set (Blue or Black Lid)	628	\$25.00	\$15,700.00
Master Meter Allegro Fixed Network – Base Station Installed on Utility Site	1	\$70,000.00	\$70,000.00
Master Meter Allegro Fixed Network-Repeater Installed on Utility Site	1	\$16,000.00	\$16,000.00
80 Ft. Rohm Tower to be constructed for base station	1	\$80,000.00	\$80,000.00
Master Meter Allegro Software/Training/Field Equipment	1	\$40,000.00	\$40,000.00
Master Meter Provided Customer Portal	1	\$10,000.00	\$10,000.00

*\*All quantities are based on meter counts provided by Crossroads c/o NORTHTOWN MUD. These are subject to change based on the discovery of unknown meter units.*

*\*Any needed fittings for large meter applications will be identified in a field audit and treated separate of the Master Services Agreement Scope of Service Material Provision Task Order No. I*

*\*Base Station install will be on existing structure*

**CLIENT RESPONSIBILITIES**

Adhere to the terms and conditions of the Master Services Agreement. Following the execution of the Master Services Agreement NORTHTOWN MUD will make all reasonable efforts to begin ordering material (Task Order No. I) by an initial target date of August 15, 2023. NORTHTOWN MUD will provide prior notice for any orders and maintain ongoing updated information relating to past, present, and future material orders related to these services.

**PERIOD OF PERFORMANCE**

This pricing will be held in effect through the end of October 31, 2023 and through the duration of the services execution process assuming the services have begun prior to October 31, 2023. Following October 31, 2023 pricing may be adjusted to reflect market conditions, but will in no event increase more than 5% in any calendar year without prior written approval by the District. NORTHTOWN MUD may elect to receive additional Work from HydroPro Solutions at a mutually agreed upon price/rate in the best interest of the Parties throughout the life of the Agreement.

**WARRANTY**

All materials and equipment will be warranted as per the manufacturer's supplied warranty, which warranty will pass to NORTHTOWN MUD upon installation. HydroPro Solutions will further provide ongoing support and services as needed to NORTHTOWN MUD.

COST

See SCOPE OF SERVICES above.

REMIT PAYMENT TO:

HydroPro Solutions  
P.O. Box 612957  
Dallas, TX 75261-2957

Company:

**HydroPro Solutions, LLC**

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

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

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 2023

Client:

**Northtown Municipal Utility District**

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

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

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 2023



**TASK ORDER NO. II**  
**Water Meter Installation and Project Management Services**

The work and/or equipment, goods or materials described below will be provided by Company in accordance with the Master Services Agreement to which this Task Order is attached.

**SCOPE OF SERVICES:**

HydroPro Solutions will provide project management for all services it is providing. HydroPro Solutions will provide NORTHTOWN MUD Installation Services for Master Meter Radio Read Water Meters on a like-for-like basis and for Master Meter Allegro Fixed Network Infrastructure. This includes the labor to change out a meter from the existing meter nut to meter nut. This will also include the labor to install all Fixed Network Infrastructure. HydroPro Solutions does not provide any services requiring a licensed electrician that may arise. HydroPro Solutions will work with NORTHTOWN MUD to address this item in the event such a need arises. All services are based on known and discovered quantities of needed units to complete the project.

Any abnormal installation requiring a wide variance from this Scope of Services may be subject to pricing adjustment and/or HydroPro Solutions reserves the right to skip such abnormal installation site(s). Difficult access applications (such as in locked back yards) are subject to a \$25.00 fee. At the time of change-out, all new meter data will be captured, GPS coordinates will be captured, two Installation Pictures will be taken, and the data will be managed for a paperless input process (it is the responsibility of NORTHTOWN MUD to contact its Billing/CIS Software Provider and make arrangements for the permanent software interface to Master Meter Software). HydroPro Solutions will provide assistance with regard to coordinating software companies.

HydroPro Solutions will take great care when executing a meter installation. HydroPro Solutions will be responsible for any damage resulting from the meter change out. Any existing meter applications that show signs of damage, failure, abnormal application, and/or existing improper meter/meter pit installation will be addressed individually with NORTHTOWN MUD. Such existing meter applications that show signs of damage, failure, abnormal application, and/or existing improper meter/meter pit installation may be the responsibility of NORTHTOWN MUD and HydroPro Solutions reserves the right to skip these installation(s). HydroPro Solutions is your partner to develop any additional repair and/or replacement options for abnormal, damaged, and/or failure prone existing meter applications. HydroPro Solutions is not responsible for any existing problems for any meter applications that are present prior to the services or experienced following the close of the services not as a result of mis-installation.

HydroPro Solutions will take great care when installing Fixed Network Infrastructure. Any installations assumed on existing NORTHTOWN MUD assets should not have a need for structural modifications. Coordination with NORTHTOWN MUD will take place regarding any infrastructure that HydroPro Solutions is building to support the Fixed Network Infrastructure. Industry best practices will be applied for all Radio Equipment installations.

<u>Item</u>	<u>Quantity</u>	<u>Per Unit Price</u>	<u>Extended Total</u>
5/8x3/4, 3/4" and 1" Master Meter Radio Read Water Meter Install	3143	\$85.00	\$267,155.00
Meter Box Lid Replacement 18" Metal to Plastic	2515	\$10.00	\$25,150.00
Meter Box Replacement Single or Dual Boxes	628	\$150.00	\$94,200.00
HydroPro Solutions Project Management	1	\$25,000.00	\$25,000.00
Storage and Disposal (monthly)	1	\$5,000.00	
Curb Stop Replacement Meters 1" and Smaller		\$150.00	
Valve Replacement for 2" Meter		\$450.00	
Re-Piping Per Hour		\$183.50	

*\*All quantities are based on meter counts provided by NORTHTOWN MUD. These are subject to change based on any field discovery of unknown meter units.*

COST

See SCOPE OF SERVICES above.

REMIT PAYMENT TO:

HydroPro Solutions  
P.O. Box 106, Dept. #700  
Houston, TX 77001-0106

Company:

**HydroPro Solutions, LLC**

By: Greg Broyles

Name: Greg Broyles

Title: Executive Vice President

Dated this 20th day of September 2023

Type text here

Client:

**Northtown Municipal Utility District**

By: Brenda Richter

Name: Brenda Richter

Title: President

Dated this 15th day of Sept., 2023

## EXHIBIT "C"

### CONTRACT ADDENDUM

Control Number: NTHYDRO062723

This Contract Addendum ("*Addendum*") is incorporated into the attached Master Services Agreement (the "*Contract*") between HydroPro Solutions, LLC, ("*Contractor*") and Northtown Municipal Utility District (the "*District*"). If there is any conflict between the terms of the attached Contract and this Addendum, the terms of this Addendum will control.

1. **Interested Parties.** The 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. The 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 this Agreement to the District. Form 1295s are available on the TEC's website at <https://www.ethics.state.tx.us/filinginfo/1295/>. This Agreement is not effective until the requirements listed above are satisfied and any approval or award of this Agreement by the District is expressly made contingent upon the Contractor's compliance with these requirements. **The signed Form 1295 may be submitted to the District in an electronic format.**
2. **Conflicts of Interest.** The 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. The 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 this Agreement to the District or within seven days of becoming aware of a matter that requires disclosure under Chapter 176, whichever is applicable.
3. **Verification Under Ch. 2271, Texas Government Code.** If required under Chapter 2271 of the Texas Government Code (as amended, "*Chapter 2271*"), the Contractor represents and warrants that, at the time of execution and delivery of this Agreement, neither the Contractor, nor any wholly or majority-owned subsidiary, parent company, or affiliate of the Contractor that exist to make a profit, boycott Israel or will boycott Israel during the term of this Agreement. 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 Ch. 2252, Texas Government Code.** For purposes of Subchapter F of Chapter 2252 of the Texas Government Code (as amended, "*Subchapter F*"), the Contractor represents and warrants that, neither the Contractor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the 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. The Contractor understands “affiliate” to mean any entity that controls, is controlled by, or is under common control with the 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*”), the Contractor represents and warrants that, at the time of execution and delivery of the Contract, neither the Contractor, nor any wholly or majority-owned subsidiary, parent company, or affiliate of the 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*”), the Contractor represents and warrants that, at the time of execution and delivery of this Agreement, neither the Contractor, nor any wholly or majority-owned subsidiary, parent company, or affiliate of the 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*.



harmony<sup>TM</sup>

**End User License Agreement (EULA)**

101 Regency Parkway • Mansfield, Texas 76063

**800-765-6518** – Toll Free

**817-842-8000** – Local Number

**817-842-8100** – FAX

IN WITNESS WHEREOF, the parties have reviewed this End User License Agreement ("Agreement") to be executed by their duly authorized representatives as of the day and year written below. The date of the last party to sign is the "Execution Date."

This Agreement shall commence on the Execution Date with extended warranty coverage becoming effective upon the expiration of the one-year standard warranty ("Effective Date").

Master Meter, Inc. ("Master Meter")

City of \_\_\_\_\_ ("Customer")

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

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

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

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

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

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

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

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



## SOFTWARE LICENSE

### License

Subject to all the terms and conditions of this Agreement that are applicable to Harmony Software (whether used by Customer in either an AMI or AMR System) and otherwise, and subject to the terms and conditions in Exhibit A, so long as Customer pays for use of certain Harmony Software, Master Meter hereby grants to Customer for the Ongoing Fees, a nonexclusive, non-transferable license under Master Meter's intellectual property rights (the "Harmony Software License") to use the Harmony Software solely for the Permitted Use. This Harmony Software License is personal to Customer and is non-sub-licensable to Affiliates or other third parties. Customer shall have no rights to the Harmony Software other than those expressly granted herein. This Harmony Software License contains no implied licenses. Customer expressly agrees to the terms and conditions set forth in Exhibit A – Tech Support. For clarity, this subsection shall only apply so long as both pricing for that specific item of Harmony Software has been provided to the Customer and the Customer is current in its payments for that specific item of Harmony Software.

Except as expressly authorized in accordance with the Permitted Use, Customer shall not (and shall not attempt to): (1) use, copy, adapt, translate, publish, display, sublicense, rent, lease, lend, transfer or distribute the Software, related documentation, or any copy thereof; (2) improve, enhance, revise, modify or make any other derivatives of the Software, related documentation or any copy or part thereof. Customer shall not reverse assemble, reverse compile, reverse engineer or otherwise translate or decode the Software or any part thereof, or any copy thereof. Master Meter's suppliers of software and documentation (or any part thereof) are beneficiaries of this provision. Customer shall not destroy, remove or otherwise alter any proprietary notices (including, but not limited to, copyright notices) on the Software or related documentation, or any copy thereof, and agrees to reproduce any such notice(s) on any copy thereof it makes pursuant to this Software License. All software licenses provided hereunder shall commence on the Effective Date and shall terminate immediately when this Agreement expires or is earlier terminated for any reason or if Customer uses the software provided hereunder other than for the Permitted Use.

### Access to Software

Customer shall ensure that only Customer employees and Customer independent contractors who need access to the Software for Customer to obtain the benefits of this Agreement may access it. Customer is liable for ensuring that its employees and independent contractors abide by the terms of this Agreement.

### Support and Maintenance

For so long as the Customer pays the Ongoing Fees, Master Meter shall provide Customer with ongoing software Patches, Updates, ongoing software maintenance and remote telephone support of the Software according to the terms set forth in Exhibit A.



### **Effect of Termination**

Upon the termination of the Software License, all rights of the Customer to use the Software shall immediately cease and Customer shall promptly remove and return to Master Meter all copies of the Software documentation and shall instruct all its employees that further use of the Software is prohibited.

### **UCITA**

To the maximum extent permitted by law, the Parties agree that the Uniform Computer Information Transaction Act as enacted by any state shall not apply, in whole or in part, to this Agreement.

### **Customer Data**

In performing the Services, Master Meter will comply with its Online Services Privacy Policy which is incorporated herein by reference. The Master Meter Online Services Privacy Policy is subject to change at Master Meter's discretion; however, Master Meter policy changes will not result in a material reduction in the level of protection provided for your data during the term of this Agreement. Master Meter reserves the right to provide the Services from locations, and/or through the use of authorized sub-contractors, worldwide. Customer agrees to and acknowledges that Master Meter and its Affiliates may access and use Customer Data for the purposes of providing software support, customer support, and technical support as contemplated by this agreement.

Neither Master Meter nor its Affiliates will disclose personal data or identification data of Customer or Customer's End-Users to any third parties unless specifically authorized by Customer. Customer acknowledges, accepts, and agrees that Services are provided and supplied in the form of a so-called "Cloud Service" provided by Master Meter's technology partners and, as a consequence, End-User data may be stored outside of the United States or the EU/EEA. Customer consents to the transfer and/or storage of End-User personal data outside the United States or the EU/EEA. Customer agrees to provide any notices, and obtain any End-User consents required by law, statute, or ordinance, related to Customer's use of the Services, including those related to the collection, storage, use, processing, transfer, destruction, and disclosure of End-User personal information.

### **Master Meter Data**

Master Meter Data includes any resultant data and any information, data, or other content derived from Master Meter's monitoring of Customer or Customer's End-Users access to, or use of, the Harmony Software, but does not include Customer's data or End-User data. Confidentiality and Master Meter's use of aggregated data: The confidentiality obligations set forth in this License Agreement are subject to the following: Customer hereby gives its permission to Master Meter, Inc.

and any of its affiliated companies, to use and disclose on an anonymous and/or aggregated basis (excluding any personally identifiable information) and data pertaining to the Utility end customers and their water consumption, including without limitations, derivative data and data combined with the data of other utilities, for purposes of project evaluation and research, product development, or other legitimate business purpose. This section shall survive any termination or expiration of this license agreement.

## **General Terms and Conditions**

- A. **Effective Date.** The term of this Support Agreement will commence on the Effective Date and continue for a period of 1 (one) year “**Initial Support Term.**” If Customer does not renew, or terminates for convenience, and later requests Support Services, Customer must (prior to receiving Support Services) pay prior unpaid Renewal Support Term years in full.
- B. **Renewal** Upon expiration of the Initial Support Term, this Agreement shall automatically renew for one (1) additional one-year term unless Customer provides written notice of nonrenewal at least 60 days prior to the end of the current term (each a “**Renewal Term**” and together with the Initial Term, the “**Term**”), or unless sooner terminated as provided in accordance with this Agreement. If the Term is renewed for any Renewal Term pursuant to this Section, the terms and conditions of this Agreement during such Renewal Term shall be the same as the terms and conditions in effect immediately prior to such renewal, subject to any change in the fees payable hereunder by Customer during the applicable Renewal Term. If either Party provides timely notice of its intent not to renew this Agreement, then, unless otherwise sooner terminated in accordance with its terms, this Agreement shall terminate on the expiration of the then-current Term.
- C. **Limitation of Liability.** **Maximum Liability.** EXCEPT AS OTHERWISE PROVIDED IN NO EVENT SHALL MASTER METER’S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID TO MASTER METER PURSUANT TO THIS AGREEMENT. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF THE CUSTOMER’S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE. THIS LIMITATION OF LIABILITY SETS FORTH MASTER METER’S SOLE LIABILITY AND ENTIRE OBLIGATION AND THE CUSTOMER’S EXCLUSIVE REMEDY FOR ANY ACTION THAT IS BROUGHT AGAINST MASTER METER.

**No Consequential or Indirect Damages.** EXCEPT AS OTHERWISE PROVIDED, IN NO EVENT SHALL MASTER METER OR ANY OF ITS BUSINESS PARTNERS BE LIABLE TO THE CUSTOMER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF USE, DATA, REVENUE OR PROFIT, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, DOWNTIME COSTS, ANY IN/OUT COSTS, MANUAL METER READ COSTS AND EXPENSES, WHETHER ARISING



**OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT MASTER METER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

- D. **Infringement Indemnity.** Master Meter shall defend, indemnify and hold harmless Customer from and against any judgment by a court of competent jurisdiction or settlement reached from any litigation instituted against Customer by a third party which alleges that the AMI / AMR System provided hereunder infringes upon the patents or copyrights of such third party, provided that Master Meter shall have the right to select counsel in such proceedings and control such proceedings. Notwithstanding the foregoing, Master Meter shall have no liability under this indemnity unless Customer cooperates with and assists Master Meter in any such proceedings and gives Master Meter written notice of any claim hereunder within seven (7) days of receiving it. Further, Master Meter shall have no liability hereunder if such claim is related to; (i) any change, modification or alteration made to the AMI / AMR System by Customer or a third party, though this does not include any change, modification or alteration made by a Master Meter Authorized Distributor, (ii) use of the AMI / AMR System in combination with any goods or services not provided by Master Meter hereunder, (iii) Customer's failure to use a supported version of the Software or to otherwise take any corrective action as reasonably directed by Master Meter, (iv) compliance by Master Meter with any designs, specifications or instructions provided by Customer, or (v) any use of the AMI / AMR System other than for the Permitted Use. In the event the AMI / AMR System is adjudicated to infringe a patent or copyright of a third party and its use is enjoined, or, if in the reasonable opinion of Master Meter, the AMI / AMR System is likely to become the subject of an infringement claim, Master Meter, at its sole discretion and expense, may; (i) procure for Customer the right to continue using the AMI / AMR System or (ii) modify or replace the AMI / AMR System so that it becomes non-infringing. THIS SECTION STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND MASTER METER'S ENTIRE LIABILITY FOR ANY CLAIM OF INFRINGEMENT.
- E. **Termination.** Either party may terminate this Agreement prior to the expiration of the Term if the other party commits a material breach of this Agreement and such material breach is not cured within sixty (60) days of written notice by the other party. Upon any expiration or termination of this Agreement, Master Meter's and Customer's obligations hereunder shall cease and the software license shall immediately cease. If Customer terminates they may, within 120 days of termination request a flat file export of prior 12 month's reads thereby releasing Master Meter of any and all further obligations and liability for the AMI / AMR System.

In the event of the termination of agreement by either party, customer agrees that Master Meter has the right to retain all customer data for a period of not less than 5 years.

- F. **Force Majeure.** No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake,

explosion, or any other natural or manmade disaster or catastrophe; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) enactment, issuance, or operation of any municipal, county, state, or federal law, ordinance or executive, administrative, or judicial regulation, order or decree; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency. The party suffering a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.

- G. **Intellectual Property**. No Intellectual Property is assigned to Customer hereunder. Master Meter shall own or continue to own all Intellectual Property used, created, and/or derived by Master Meter in the course of performing this Agreement. To the extent, if any, that any ownership interest in and to such Intellectual Property created and/or derived by Master Meter or the Master Meter Software does not automatically vest in Master Meter by virtue of this Agreement or otherwise, and instead vests in Customer, Customer agrees to grant and assign and hereby does grant and assign to Master Meter all right, title, and interest that Customer may have in and to such Intellectual Property. Customer agrees not to reverse engineer any Equipment or Software purchased or provided hereunder. Notwithstanding anything contained in this section to the contrary, the following shall not constitute, or be considered part of, the Intellectual Property, and Master Meter shall share all rights to the same: Customer's End Users' data and other data, procedures, or techniques generated by Customer's use of the Master Meter Software.
- H. **Confidentiality**. Both parties shall (and shall cause their employees and contractors to) keep all Confidential Information strictly confidential and shall not disclose it to any third party, except to the extent reasonably required to perform and enforce this Agreement or as required under applicable law, court order or regulation. The Confidential Information may be transmitted orally, in writing, electronically or otherwise observed by either party. Notwithstanding the foregoing, "Confidential Information" shall not include; (i) any information that is in the public domain other than due to Recipient's breach of this Agreement; (ii) any information in the possession of the Recipient without restriction prior to disclosure by the Discloser; or (iii) any information independently developed by the Recipient without reliance on the information disclosed hereunder by the Discloser. "Discloser" means either party that discloses Confidential Information, and "Recipient" means either party that receives it.
- I. **Non-Waiver of Rights**. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.



- J. **Assignment and Sub-contracting.** Either party may assign, transfer or delegate this Agreement without requiring the other party's consent; (i) to an Affiliate; (ii) as part of a merger; or (iii) to a purchaser of all or substantially all of its assets. Apart from the foregoing, neither party may assign, transfer or delegate this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld. Furthermore, Customer acknowledges Master Meter may use subcontractors to perform RF Field Equipment installation, the systems integration work (if applicable), or project management (if applicable), without requiring Customer's consent.
- K. **Amendments.** No alteration, amendment, or other modification shall be binding unless in writing and signed by both Customer and by a vice president (or higher) of Master Meter.
- L. **Governing Law and Dispute Resolution.**

**Governing Law and Venue. ALL DISPUTES ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE GOVERNED BY TEXAS LAW, EXCLUDING ITS CHOICE OF LAW RULES.**

Any dispute arising out of or in connection with the Agreement, including any question regarding its existence, validity or termination, will be resolved in accordance with this Section and will be settled, if possible, by negotiation of the Parties. Either Party may, by giving written notice, refer the dispute to a meeting of appropriate representatives of each Party, to be held within twenty (20) business days after giving notice. If the dispute is not resolved within thirty (30) business days after the date of the meeting of the Parties, or any later date to which the Parties may agree, either Party may submit the dispute to any mutually agreed mediation service for mediation by providing to the mediation service a joint, written request for mediation, setting forth the subject of the dispute and the relief requested. The parties shall cooperate with the mediation service and with one another in selecting a neutral mediator and in scheduling the mediation proceedings. The parties covenant that they will use commercially reasonable efforts in participating in the mediation. The parties agree that the mediator's fees and expenses and the costs incidental to the mediation will be shared equally between the parties.

These dispute resolution procedures are not intended to be used for disputes concerning actual, alleged or threatened breaches of a Party's confidentiality obligations or infringement of a Party's Intellectual Property Rights where the remedy being sought is injunctive or other equitable relief, and the Parties may immediately bring an action therefore seeking injunctive or other equitable relief. Any claims seeking monetary damages shall be resolved by arbitration as provided below, provided that such arbitration shall not preclude a Party's right to bring an action for injunctive or other equitable relief for breach of the confidentiality obligations or infringement of intellectual property rights, whether brought contemporaneously or otherwise.

- M. **Survival.** The provisions of this Agreement that are applicable to circumstances arising after its termination or expiration shall survive such termination or expiration.
- N. **Severability.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
- O. **Warranties/Disclaimers**

**DISCLAIMER OF WARRANTIES.**

**EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, ALL SERVICES AND PROVIDER MATERIALS ARE PROVIDED "AS IS" AND MASTER METER HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER, AND PROVIDER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, MASTER METER MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES OR MASTER METER MATERIALS, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, EXCEPT IF AND TO THE EXTENT EXPRESSLY SET FORTH IN THE SPECIFICATIONS, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD PARTY MATERIALS IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY MATERIALS.**

Master Meter does not guarantee, and Customer acknowledges that the Services provided may be subject to limitations, delays, and other problems inherent in the use of the internet or other communications facilities. Master Meter is not responsible for any delays, delivery failures, or other damages resulting from such problems.

Any description of product, whether in writing or made orally by Master Meter, Inc. or its agents, specifications, samples, literature, models, bulletins, drawings, diagrams, data sheets or similar materials used in connection with any customer's order are for the sole purpose of identifying product and shall not be construed as an express or implied warranty. Any suggestions by Master Meter, Inc. or its agents regarding use, application, or suitability of product shall not be construed as an express or implied warranty unless confirmed to be such in writing by Master Meter, Inc.



## Definitions

- A. **“Affiliate”** of a party means any other entity controlling, controlled by, or under common control with such party, where “control” of an entity means the ownership, directly or indirectly, of 50% or more of either; (1) the shares or other equity in such entity; or (2) the voting rights in such entity.
  
- B. **“Allegro Base Station”** identifies the Master Meter manufactured device consisting of one transceiver, to be located on a tower that receives readings from the Allegro RF Endpoints (either directly or via an Allegro Repeater) by radio frequency and passes those readings to the Head End Communication Server by TCP/IP backhaul communication.
  
- C. **“Allegro RF Endpoints”** identifies the Master Meter transmission devices installed on devices such as meters, distribution automation equipment and demand/response devices located at Customer’s End Users’ premises that take the readings of the meters and transmit those readings by radio frequency to the relevant Allegro Base Station or Allegro Repeater.
  
- D. **“Allegro Repeater”** identifies the Master Meter manufactured device consisting of one transceiver, located on utility poles which relay a single transmission between the Allegro RF Endpoints and the Allegro Base Station.
  
- E. **“AMI System”** identifies the Master Meter Allegro Advanced Meter Infrastructure (AMI) System comprised of the Allegro RF Endpoints, the RF Field Equipment, software licenses, FCC licenses, and other equipment provided to Customer hereunder. The AMI System only includes the foregoing, as provided by Master Meter. The AMI System does not include goods, equipment, software, licenses or rights provided by a third party or parties to this Agreement.
  
- F. **“AMR System”** identifies Master Meter’s technology of automating the collection of consumption, diagnostic, and status data from metering devices using a handheld, tablets, touch-read, and/or mobile “Drive-By” reading systems and transferring that data to a Meter Data Management (MDM) central database for billing, troubleshooting, and analyzing applicable metering data..
  
- G. **“CRM”** means the Customer Relationship Management software used to track and document issues reported to the Systems Technical Support team.
  
- H. **“Confidential Information”** means any and all non-public information of either party, including the terms of this agreement, all technical information about either party’s products or services, pricing information, marketing and marketing plans, Customer’s End Users’ data, AMI / AMR System performance, AMI / AMR System architecture and design, AMI / AMR System software, other business and financial information of either party, and all trade secrets of either party.

- I. **“Covered Equipment”** includes installed base stations and repeaters.
- J. **“End User”** means any end user of water that pays Customer for the consumption of water.
- K. **“Equipment”** means the Allegro RF Endpoints, and RF Field Equipment.
- L. **“Field Devices”** means the meters, Endpoint Register Modules, and all other RF Endpoint transceivers.
- M. **“Head End Communication Server”** identifies the communication server consisting of software used to gather, store, and report data collected by the Allegro Base Stations from the Allegro RF Endpoints.
- N. **“Intellectual Property”** means patents and patent applications, inventions (whether patentable or not), trademarks, service marks, trade dress, copyrights, trade secrets, know-how, data rights, specifications, drawings, designs, moral rights, author’s rights, and other intellectual property rights, including any derivations and/or derivative works, as may exist now or hereafter come into existence, and all renewals and extensions thereof, regardless of whether any of such rights arise under the laws of the United States or of any other state, country or jurisdiction, any registrations or applications thereof, and all goodwill pertinent thereto.
- O. **“Ongoing Fee”** means the monthly and/or annual fees, as applicable, to be paid by Customer during the Term of this Agreement.
- P. **“Patches”** means patches or other maintenance releases of the Software that correct processing errors and other faults and defects found previous versions of the Software.
- Q. **“Permitted Use”** refers to use of the software only for reading Customer’s meters in the Service Territory. The Permitted Use does not include reading third party meters or reading meters outside the Service Territory.
- R. **“Release”** includes Patches, Updates and Upgrades.

- S. **“RF Field Equipment”** means, collectively, Allegro Base Stations and Allegro Repeaters.
  
- T. **“Service Territory”** identifies the geographic area where Customer provides water services to End Users as of the Effective Date.
  
- U. **“Software”** means all the Master Meter proprietary software provided pursuant to this Agreement, and any Patches, Updates, and Upgrades that are provided to Customer pursuant to the terms of this Agreement.
  
- V. **“Updates”** means releases of the Software that constitute a minor improvement in functionality.
  
- W. **“Upgrades”** means releases of the Software which constitute a significant improvement in functionality or architecture of the Software.

## EXHIBIT A

### Technical Support

Master Meter Technical Services provides utility customers with Tier 1 support of technical issues as well as any coordination of additional resources required to resolve the issue. Requests that require specialized skills will be forwarded through the Systems Technical Support team for further analysis. If Systems Technical Support has exhausted their level of support for the product type, they will escalate to the next level of support. Occasionally, on-site troubleshooting / analysis may be required. The preferred order of on-site support is:

- A. The Customer (for assistance with the easiest and lowest time-consuming activities such as power on / power off).
- B. The local distributor (where applicable).
- C. Master Meter Inc., Systems Technical Support or contracted personnel, where required to fulfill a contract commitment.

#### 1. Support Categories

- 1.1. General questions regarding functionality, use of product, how-to, and requests for assistance on Master Meter AMR/AMI Network Equipment, and Metering Products.
- 1.2. Proactive reporting and resolution of problems.
- 1.3. Reactive reporting to isolate, document, and solve reported hardware/software defects.
- 1.4. Responding to service requests and product changes.
- 1.5. Addressing customer inquiries with printed or electronic documentation, examples, or additional explanation/clarification.

#### 2. Support Hours

Standard Support Hours: Toll-free telephone support 1-800-928-6388 is available Monday thru Friday from 7:00AM CST to 5:00PM CST.

#### 3. Support Procedures

- 3.1. Customer identifies an issue or potential problem and calls System Technical Support at **1-800-928-6388**. The Systems Technical Support Associate will work to resolve the issue making notes in the Customer Relationship Management Software (CRM).
- 3.2. Systems Technical Support will identify the caller by requesting their name, utility name and state. The nature of the problem and severity will be agreed upon by both parties (either at the time the issue is managed or prior to upgrading or downgrading an existing issue) using the definitions below as a guideline. The issue is then captured into the CRM Software for resolution tracking.



**D. Severity Levels Description:**

**Severity 1** - Customer's system is down. The system is unusable resulting in total disruption of work. No workaround is available and requires immediate attention. (Example: Network mass outage, all reading collection devices inoperable, inoperable head end software (e.g., Master Meter MDM)).

**Severity 2** - Major system feature/function failure. Operations are severely restricted; there is a major disruption of work, no acceptable work-around is available, and failure requires immediate attention. (Examples: Network equipment failure, head end software application has important functionality not working and cannot create export file for billing system operations.)

**Severity 3** - The system is usable and the issue doesn't affect critical overall operation. (Example: Minor network equipment failure; head end software application operable but reports are not running properly, modification of view or some non-critical function of the software is not running.)

**Severity 4** - Minor system issues, questions, new features, or enhancement requests to be corrected in future versions. (Examples: Minor system issues, general questions, and "How-To" questions.)

- 3.3. Systems Technical Support identifies whether or not the customer is on support. If the customer is not on support, the customer is advised of the service options and passed to accounting who will advise of any applicable charges that are required prior to continued support.
- 3.4. Calls are managed through Systems Technical Support on a first-come-first-serve basis. Level 1 Systems Technical Support will initially assist the customer and will typically respond/resolve the majority of calls based on their product knowledge and experience. A call history for the particular account is researched to note any existing pattern or if the call is a new instance. This research provides the representative a basis and understanding of the account as well as any associated problems and/or resolutions that have been communicated.
  - a. Systems Technical Support may confirm that there is an issue or problem that needs further analysis to determine its cause. The following information is collected: a detailed description of the issue's symptoms, details on the software/hardware product and version, a description of the environment in which the issue arises, and a list of any corrective action already taken.
  - b. Systems Technical Support may then check the CRM, to see if reports of a similar problem exist, and if any working solutions were provided. If an existing resolution is found that will address the reported issue, it shall be communicated to the customer. If confirmed that the issue has been resolved, the event is closed.
  - c. If there is no known defect or support that defines the behavior, Systems Technical Support will work with the customer to reproduce the issue. If the issue can be reproduced, Systems Technical Support will escalate the issue for further investigation / resolution.

If the issue involves units that are considered to be defective with no known reason, Systems Technical Support or AMR/AMI will direct the customer to the RMA team, or they may request an



RMA directly. If it is determined that a sample is required for further analysis, the customer will be provided with instructions that detail where to send the RMA sample(s) for further investigation. Once it is determined that the issue cannot be resolved by Tier 1 resources, the event will be escalated to Tier 2 support for confirmation/workarounds to resolve immediate issue. The RMA team will keep the customer and the Systems Technical Support advised should escalation be required. The response and escalation times are listed in Section 5.

**4. Response and Resolution Targets**

Severity Level	Response Time	Target Resolution and Effort Level	Escalation Path
1	<p>During regular business hours Master Meter will begin the service request process during the initial call.</p>	<p>Master Meter will immediately assign trained and qualified team members to correct the error on an expedited basis and provide ongoing communication and status updates of a correction.</p> <p>Appropriate Resolutions:</p> <ul style="list-style-type: none"> <li>○ Satisfactory workaround is provided.</li> <li>○ Program patch is provided</li> <li>○ Fix incorporated into future release</li> <li>○ Fix or workaround incorporated into the CRM or Support Knowledge Base</li> </ul>	<p>Master Meter will make diligent efforts during normal business hours. The Service Request will be raised to Systems Technical Support Management within 4 hrs, and to the next management level after 24 hours if the request is not resolved before then.</p>
2	<p>Master Meter will respond to the customer within 1 business day and will update the request at least once a day.</p>	<p>Master Meter will assign trained and qualified team members to correct the error. Provide communication as updates occur.</p> <p>Appropriate Resolutions:</p> <ul style="list-style-type: none"> <li>○ Satisfactory workaround is provided.</li> <li>○ Program patch is provided</li> <li>○ Fix incorporated into future release</li> <li>○ Fix or workaround incorporated into the Support Knowledge Base</li> </ul>	<p>Master Meter will make diligent efforts during normal business hours. The Service Request will be raised to Systems Technical Support Management after 3 business days if the request is not resolved before then.</p>

3	Master Meter will respond to the customer within 2 business days.	90 Business Days	Master Meter will make planned efforts during normal business hours.
4	Master Meter will respond to the customer within 3-5 business days.	12 months	Master Meter will make commercially reasonable efforts to support the request during normal business hours.

Master Meter Support will make every reasonable effort to meet the following response and resolution targets: Severity, Standard Target Response, Standard Target Resolution, (one or more of the following):

**5. Problem Escalation Process**

- 5.1. If the normal support process does not produce the desired results, or if the severity has changed, the issue may be escalated as follows to a higher level.
- 5.2. Severity 1 issues are escalated by Sales or Systems Technical Support to a Support Coordinator if not resolved within 4 hours; to the next management level if not resolved within 24 hours.
- 5.3. A customer may escalate an issue by calling 1-800-928-6388. Please specify the details and Systems Technical Support representative worked with and the reason why the issue is being escalated.
- 5.4. In the event that a customer is not satisfied with the level of support or continual problem with their products, they may escalate a given issue to the Systems Technical Support Coordinator at 1-800-928-6388.

**6. General Support Provisions and Exclusions**

Specialized support from Master Meter is available on a fee basis to address support issues outside the scope of this support plan or if not covered under another specific maintenance contract. For example, specialized systems integration services or out of warranty network equipment repair that is not covered under a separate maintenance contract.