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

November 28, 2023

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

A meeting of the Board of Directors of Northtown Municipal Utility District was held on November 28, 2023 at 700 E. Wells Branch Parkway, Pflugerville, Texas. The meeting was open to the public and notice was given as required by the Texas Open Meetings Act. A copy of the Certificates of Posting of the Notice are attached as **Exhibit "A"**.

The roll was called of the members of the Board:

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

Lee Hill - Assistant Secretary

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

Director Richter called the meeting to order at 5:45 p.m. and stated that the Board would first receive resident communications and Board member announcements. There being none, Director Richter next announced that the Board would consider approval of the minutes of the October 24, 2023 Board meeting. Upon motion by Director Hill and second by Director Capers, the Board voted 3-0 to approve the minutes, as presented.

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

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

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

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

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

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

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

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

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

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

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

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

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

Director Richter stated that the Board would consider future agenda items and its meeting schedule. The Board agreed that it would hold its January Board meeting and holiday dinner on January  $24^{th}$ .

There being no further business to come before the Board, the meeting was adjourned at  $7:12~\mathrm{p.m.}$ 



Date: <u>December 20, 2023</u>

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 <u>8:50</u> a.m. on <u>Notember 21</u>, 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 2 (at day of Wo Jember, 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) 700 East Wells Branch Parkway (district office) PFLUGERVILLE, TEXAS 78660

THE STATE OF TEXAS §		
COUNTY OF TRAVIS §		
I, A.m. on 1/6 attached notice of meeting of the place readily accessible and convergence of the locations noted above.	, h Board of Directors of Northtown Mu enient to the public within the bound	nereby certify that a I posted a copy of the unicipal Utility District at a laries of the District at the
provisions of Chapter 551 of the G	tice was posted in order to comply overnment Code and that the Board y on this certificate in determining ode have been satisfied.	of Directors of Northtown
Witness my signature this <u>c</u>	21 day of November	, 20 23
	Printed Name: Son Gr Company: North	

# NORTHTOWN MUNICIPAL UTILITY DISTRICT AGENDA

November 28, 2023

STAYS IN FILE

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

Notice is hereby given that the Board of Directors of Northtown Municipal Utility District will hold a meeting at 5:45 p.m. on Tuesday, November 28, 2023. This meeting will be held at the District office located at 700 East Wells Branch Parkway, Pflugerville, Texas. Members of the public are entitled to participate in and to address the Board of Directors during the meeting.

### PUBLIC INPUT

1. Resident communications and Board member announcements:

# **DISCUSSION/ACTION ITEMS**

- 2. Minutes of October 24, 2023 Board meeting;
- 3. District security and public safety and related action items, including:
  - (a) Report from Travis County Sheriff's Office, including crime statistics:
  - (b) Legal/Security Committee report:
  - (c) Master Services Agreement with Flock Safety:
- 4. District operations manager and utility operator's report and related action items, including:
  - (a) Utility operations and repairs, including any proposals;
  - (b) Billing report and write-offs;
  - (c) Additional Task Order under Master Services Agreement with HydroPro Solutions, LLC for installation of commercial meters;
  - (d) Proposal for Lead & Copper Revised Rule Data Collection Services;
  - (e) Credit card and electronic bill payment processing services, including:
    - (i) Omaha Pricing Updates Request;
    - (ii) Omaha Miscellaneous Fees and Grids Change Request;
- 5. Landscape maintenance report and related action items, including any proposals;
- 6. District manager's report and related action items, including:
  - (a) Legal/Security Committee report, including covenant violations and enforcement actions:
  - (b) Monthly expenditure report;
  - (c) Reservation ledger;
  - (d) Solid waste services, including monthly TDS report;
  - (e) Purchase requests and/or proposals;
  - (f) Renewal of Water System Maintenance Agreement with Alterman, Inc.;

- (g) Renewal of crime insurance coverage for three-year term with Travelers Indemnity Company;
- 7. Facilities Committee report and related action items, including:
  - (a) Pay applications and/or change orders from STR Constructors for construction of office and pavilions and matters related to close-out documents, final payment, and acceptance;
  - (b) Repairs, maintenance, and monthly expenditures for parks and recreational facilities;
- 8. District engineer's report and related action items, including:
  - (a) Development matters, including:
    - (i) Village at Northtown Condominiums;
    - (ii) Village at Northtown Multifamily (North Wells Branch/The Parker);
    - (iii) Village at Northtown Multifamily (Edenbrook);
    - (iv) The Lakes Retail Center;
    - (v) AvalonBay Multifamily;
  - (b) MS4 compliance matters, including:
    - (i) Permitting:
    - (ii) Storm Water Pollution Prevention Plan compliance;
    - (iii) Proposal for completion of 2023 MS4 Annual Report;
  - (c) Parks Masterplan, including any related proposal or agreement;
  - (d) Application to TCEQ for approval of purchase of projects with surplus funds;
- 9. District bookkeeper's report and related action items, including:
  - (a) Payment of bills and invoices;
  - (b) Fund transfers;
  - (c) Investments;
  - (d) Developer escrow report and reconciliation;
- 10. District website, including hosting, redesign, maintenance, and related action items;
- 11. Wholesale water and wastewater services and related action items, including contract negotiation with City of Austin and related action items;
- 12. Attorney's report and related action items, including, Air Methods Corporation bankruptcy;
- 13. Future agenda items and January 2024 meeting/holiday dinner schedule.

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



Attorney for the District

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

Came to hand and posted on a Bulletin Board in the
County Recording Office, Austin, Travis County Texas on this the
day of
Dyana Limon-Mercado

County Clerk, Travis County, Texas

YEŠENIA E.

FILED AND RECORDED

Appra dimon-Mercado

Dyana Limon-Mercado, County Clerk

Travis County, Texas

202381542

Nov 21, 2023 08:54 AM

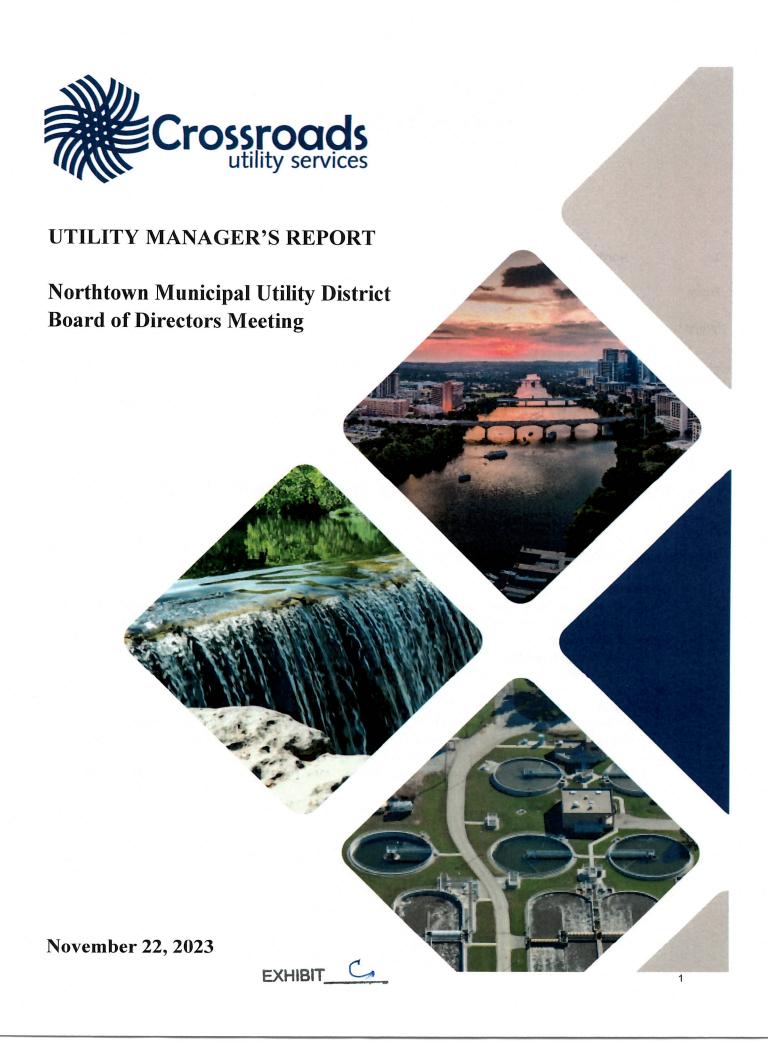
Fee: \$3.00

**ESPINOZAY** 

# **Crime Stats**

Date	Crime	Location	Notes
			And the second s
	~	110 MIST FLOWER DR	
	Theft		
10/18/2023	Theft of Auto Parts	1437 Tudor House Rd	
10/23/2023	Auto Th	1620 Darjeeling Dr	1620 Darjeeling Dr

EXHIBIT B





To:

Northtown MUD Board of Directors

From:

Dennis Hendrix, General Manager

Subject:

**Operations Report** 

# **Operations Report**

- Operations/Billing report including water accountability: -15.86%
  - We are viewing the water loss and will advise of our findings.
- Occupied Connections: 3092
- Total Connections: 3231
  - All Samples were satisfactory
- Review and approve delinquent accounts and write-offs: -1-\$129.42 (10wners- 1Renters)

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

# Lift Station #3

- 1. We are waiting for the proposal from Forsyth Brothers Construction to remove the damaged tank and clean the area. We have we in communication with TML to resolve a few questions.
- System Maintenance
  - 1. Repair logs attached
  - 2. DCDA repair at the Howard master meter in process
- MISC:

# **AMR Project:**

- 1. The base station tower install at Harris Ridge is complete. We are coordinating the HydroPro request for a dedicated power circuit at the tower site and the repeater site.
- 2. New meter install will begin Monday December 4<sup>th</sup>
- 3. Proposal to add all the commercial meters to the HydroPro scope is attached for consideration.

# Northtown Municipal Utility District Operations Report

# For the Month of October 2023

# **GENERAL INFORMATION**

Occupied Single Family Connection		3092	x 3 =	9276	
Vacant Single Family Connections Multi Family Connections Commercial Builder Connections Builder New Taps Schools Non-Profit Fire Hydrants District Connections Irrigation Connections		27 6 9 32 18 2 0 1 13 31	830 Units x 3 =	2490	
TOTAL CONNEC	CTIONS	3231		11766	Estimated Population
BACTERIOLOGICAL ANALYSES					
<u> </u>	Water sample(s) take Water sample(s) take	_	10/10/23 10/17/23		les were satisfactory. les were satisfactory.
WATER ACCOUNTING					
Pumped through master meter(s) from10/01/23	to10/31/23	_		28,424,000	Gallons
Total Gallons Received/Billing Peri from 08/30/23	od to 09/27/23			34,519,000	Gallons
Total Gallons Billed	00/2//20	_		34,519,000	Gallons
from 08/30/23	to 09/27/23	-		29,015,000	Gallons
Flushing 08/30/23	to <u>09/27/23</u>	=		30,400	Gallons
Billing Adjustments from 08/30/23	to 09/27/23	_		0	Gallons
Gallons gain/loss				(5,473,600)	Gallons
Percentage gain/loss				-15.86%	

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

# Current Billing

Basic Service	122,999.20	
Water	163,709.55	
Sewer	115,923.30	
TCEQ	1,420.17	
Deposit	52,009.83	
Misc	6,400.00	
Total Current Billing		\$462,462.05
Aged Receivables		
Thirty (30) Days	50,562.74	
Sixty (60) Days	759.23	
Ninety (90) Days	3,430.34	
One Hundred Twenty (120) Days	3,769.93	
Billed Arrears	58,522.24	
Credit Bal Fwd	-7,597.20	
Total Aged Receivables		\$50,925.04
Accounts Receivables		
Penalty	7,301.58	
Basic Service	118,883.03	
Water	180,235.66	
Sewer	104,234.35	
TCEQ	1,389.74	
Deposit	\$49,209.94	
Miscellaneous	3,516.54	
	464,770.84	
Total Accounts Receivables		\$464,770.84
Deposit Liability		
Balance As Of	09/11/23	\$700,563.04
Collections	, ,	49,026.76
Deposits Applied		-27,562.20
Balance As Of	10/10/23	\$722,027.60

# NORTHTOWN MUNICIPAL UTILITY DISTRICT Billing Report

# **October 20023**

Connections	September	October	
Active	3218	3204	
Inactive	16	27	
Total	3234	3231	

New Connects	45	22
New Connects	43	33

# Billing Recap

	September	October
Current Billing	\$452,138.03	\$462,462.05
Water	\$187,306.82	\$163,709.55
Sewer	\$116,309.17	\$115,923.30
State Assessment	\$1,540.00	\$1,420.17
Basic Service	\$123,833.10	\$122,999.20
Miscellaneous	\$14,452.62	\$6,400.00
Deposit	\$8,696.32	\$52,009.83
CurrentPayments	\$381,897.15	\$464,770.84
Arrears	September	October
30 Day	-\$1,900.79	\$50,562.74
60 Day	\$48,870.56	\$759.23
90 Day	\$1,386.49	\$3,430.34
120 Day	\$25,654.29	\$3,769.93
Gross Arrears	\$74,010.55	\$58,522.24

Month	Sept	Oct
Total Customers	3234	3231
Letters	371	448
Disconnects	22	33

# NORTHTOWN MUNICIPAL UTILITY DISTRICT

# Water Report October-23

# **Total Water Flows**

Month	2018	2019	2020	2021	2022	2023
January	21,876	9,926	22,272	24,544	21,970	19,561
February	18,713	8,785	18,548	15,091	18,007	17,215
March	22,278	21,734	21,764	22,854	22,763	20,550
April	23,185	12,957	22,182	23,806	25,955	27,151
May	27,596	22,203	24,751	23,113	27,691	19,470
June	26,292	22,308	27,650	24,121	31,151	25,098
July	27,286	25,733	30,449	24,990	33,802	31,554
August	27,286	19,975	37,691	25,512	32,368	33,994
September	21,624	27,539	31,636	29,383	34,355	37,001
October	12,482	26,984	31,147	25,791	29,539	28,424
November	11,181	23,276	32,200	22,580	21,941	·
December	7,783	23,114	22,754	23,551	20,209	***
TOTAL	247,582	244,534	323,044	285,336	319,751	260,018

# **Bacteriological Analyses**

Samples: satisfactory taken on 10/17/23, 09/24/23

# **Chlorine Residual**

	October	
Average	1.8	
Maximum (4.0)	2.4	
Minimum (0.5)	0.9	

# **Total Wastewater Billed**

Month	2018	2019	2020	2021	2022	2023
January	15,158		14,553			15,525
February	15,759	15,529	15,095	16,110	16,402	17,193
March	14,826	14,513	14,047	15,732	17,357	15,299
April	15,060	14,881	16,608	16,685	18,421	15,282
May	15,883	15,597	16,834	17,978	17,141	15,300
June	16,651	15,290	17,042	16,190	16,956	13,857
July	15,933	14,310	17,187	18,157	16,565	14,449
August	16,304	14,947	18,367	16,734	17,836	15,633
September	16,386	14,979	18,735	17,557	17,071	16,881
October	14,907	14,626	22,891	18,225	16,991	16,824
November	15,737	15,138	15,472	17,006	16,201	
December	15,003	14,068	21,766	17,640	16,796	
TOTAL	187,607	177,047	208,597	204,944	203,366	156,243

DATE	DATE	MASTER	CONSUMPTION	FLUSHING	BILLING	GALLONS	NTWN	PERCENT
FROM	то	METER	TOTALS	TOTALS	ADJUSTMENTS	UNACCOUNTED	CONNECTS	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		-772.7		
02/29/20	03/30/20	19,505.0	19,176.0		(59.0)			-4.38
03/31/20	04/29/20			73.5	(1,070.0)	-1325.5		-6.80
04/30/20	05/29/20	21,932.0	20,676.0	61.5	(83.0)	-1277.5		-5.82
		23,209.0	22,141.0	61.5	(92.0)	-1098.5		-4.7
05/30/20	06/29/20	26,508.0	24,962.0	48.0	(89.0)	-1587.0		-5.9
06/30/20	07/29/20	30,654.0	30,354.7	39.7		-259.6		-0.8
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
0/29/20	11/25/20	29,696.0	21,112.0	42.0		-8542.0		-28.76
1/26/20	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	(4.0)	-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
2/27/21	03/25/21	19,933.0	18,211.0	28.5	(20,100.0)	-1693.5		-8.50
3/26/21	04/26/21	24,803.2	23,061.0	42.0		-1700.2		-6.85
4/27/21	05/26/21	21,782.4	19,985.0	58.5		-1738.9		
5/27/21	06/26/21	24,260.7	23,850.0	75.0		-335.7		-7.98
6/27/21	07/26/21	23,480.0	21,612.0	49.5		-1818.5		-1.38 -7.74
7/27/21	08/25/21	27,510.0	25,274.0	48.0		-2188.0		-7.95
CTALO								¥ 1 4 1
OTALS		271,029.3	258,467.0	553.5	(20,160.0)	(26,691.8)		
VERAGE		24,639.0	23,497.0	50.3	(1,832.7)	(2,426.5)		-9.85
8/26/21	09/28/21	29,505.0	28,867.0	66.0		-572.0		-1.94
9/29/21	10/28/21	23,503.0	23,324.0	40.5		-138.5		-0.59
0/29/21	11/28/21	22,879.0	22,623.0	46.8		-209.2		-0.91
1/29/21	12/27/22	20,004.0	17,975.0	30.0		-1999.0		-9.99
2/28/21	01/26/22	20,131.0	18,885.0	60.3		-1185.7		-5.89
1/27/22	02/28/22	20,936.0	19,859.0	67.5		-1009.5		-4.82
3/01/22	03/28/22	19,510.0	17,810.0	48.0		-1652.0		-8.47
3/29/22	04/27/22	25,975.0	23,512.0	157.0	157.23.33	-2306.0		-8.88
4/28/22	05/26/22	25,606.0	23,075.0	107.3		-2423.7		-9.47
5/27/22	06/23/22	28,653.0	27,654.0	47.3		-951.7		-3.32
6/24/22	07/27/22	37,409.0	35,142.0	121.3		-2145.7		-5.74
7/28/22	08/30/22	37,270.0	36,104.0	116.3		-1049.7		-2.82
8/31/22	09/29/22	30,568.0	27,773.0	60.4		-2734.6		-8.95
OTALS		341,949.0	322,603.0	968.7		(18,377.3)		-0.93
VERAGE		26,303.8	24,815.6	74.5	-	(1,413.6)		-5.37
0/20/22	10/07/00	20.004.0	60.040.0	25.6				
9/30/22	10/27/22	28,684.0	28,240.0	85.6		-358.4		-1.25
0/28/22	11/29/22	26,036.0	25,733.0	104.6		-198.4		-0.76
1/30/22	12/28/22	18,558.0	19,331.0	123.7		896.7		4.83
2/29/22	01/30/23	23,088.0	22,222.0	58.7		-807.3		-3.50
1/31/23	02/28/23	18,815.0	18,053.0	27.4		-734.6		-3.90
3/01/23	03/27/23	19,935.0	18,764.0	9.5		-1161.5		-5.83
3/28/23	05/01/23	25,800.0	24,530.0	30.5		-1239.5		-4.80
5/02/23	05/26/23	18,100.0	17,075.0	56.0		-969.0		-5.35
5/27/23	06/29/23	29,995.0	29,631.0	167.0		-197.0		-0.66
5/30/23	07/27/23	29,354.0	27,381.0	39.9		-1933.1		-6.59
7/28/23	08/29/23	36,271.0	34,174.0	14.0		-2083.0		-5.74
8/30/23	09/27/23	34,519.0	29,015.0	30.4		-5473.6	3231	-15.86
OTALS		309,155.0	294,149.0	747.3	-	(14,258.7)		-
		25,762.9	24,512.4	62.3	#DIV/0!	(1,188.2)		-4.61

Northtown MUD Water Usage Analysis

	erminations		0	0			0	0	0	90	32	36	37		ac	31	21	6	26	31	31	27	40	48	19	200		25	21	,	1	,		30	30	27	26	3,0	77		33	3		
offere	$\vdash$	102	/75	200	445	342	357	416	-	402	399	384	329		2007	422	418	476	418	368	368	400	446	494	498	3		568	487		474	398	330	399	358	392	347	371	5		448	2		
Average			702	20.0	44	3.4	4.6	4.6	5.5	4.8	4.4	5.1	5.8		2,4	5.6	5.5	4.3	3.3	3.5	4.0	3.8	3.8	4 0	5.2	-		4.1	3.7	5.0	4.3	3.5	4.2	4.3	5.5	3.7	0.0	2.6			5.8	2		3232
Number of Residential Connections	ш	2 044	3,04	3,049	3.053	3.059	3.071	3,071	3,064	3,072	3,076	3,167	3,167		3 167	3.167	3,167	3,163	3,168	3,168	3,168	3,169	3,169	3,100	3.179			3,181	3,184	3,184	3,181	3,183	3,185	3,189	3,173	3,219	3,222	3,234			3.231			
Monthly Totals (aallons)	П	24 413 000	22 488 000	21,112,000	22.031.000	18,924,000	21,763,000	18,211,000	23,061,000	19,985,000	23,850,000	21,612,000	25,274,000	204,144,000	28 867 000 1	23.324,000	22,623,000	17,975,000	18,885,000	19,859,000	17,810,000	23,512,000	38,303,000	32 502 016	31,643,015		301,572,030	27,773,028	28,240,011	25,733,048	19,331,077	22,222,071	18,072,066	18,764,057	24,530,082	000,070,000	23,031,000	34.174.000		292,927,490	29.018.173		29,018,173	Builer Taps 18
#		-				L	L								L						1	1	1	$\dagger$	t	-										1	1	_			#	4		
District (gallons)		100 000	176,000	1	1,001,000	303,000	93,000	95,000	124,000	128,000	201,000	177,000	298,000	200000	407.000	190,000	185,000	130,000	162,000	105,000	127,000	198,000	262,000	371 000	1.905,000		4,252,000	352,000	438,000	174,000	226,000	196,000	319,000	230,000	255,000	237,000	1 235 000	1,991,000		6,621,000	889,000		889,000	District 13
Commercial #		27 000	861,000	721,000	1,309,000	3,093,000	2,480,000	1,486,000	2,198,000	545,000	3,793,000	1,384,000	19.235.000	10,000,000	2,900,000	1,382,000	2,423,000	1,614,000	2.899,000	3,438,000	2,050,000	3,508,000	3.091.000	4 553 000	3,990,000		35,255,000	4,083,000	2,972,000	1,314,000	338,000	4,260,000	262,000	314,000	200 000	385,000	369,000	254,000		15,239,000	443,000 9	J	443,000	Commercial 9
Irrigation # (gallons)		1 204 000	1.353.000	1,445,000	1,004,000	648,000	505,000	1,067,000	1,742,000	1,282,000	1,079,000	1,479,000	15.178.000	2006	2.626.000	2,845,000	1,241,000	1,340,000	994,000	224,000	911,000	2,307,000	2.064.000	3 160 000	3,015,000		22,855,000	3,249,000	2,168,000	2,143,000	1,106,000	1,146,000	339,000	1,720,000	1,356,000	3 542 000	2,774,000	3,811,000		25,742,000	4,034,000 31		4,034,000	irrigation 31
Multi-Family #		3 748 000	4.591,000	2,129,000	5,000,000	4,414,000	4,594,000	1,293,000	1,886,000	2,273,000	5,210,000	2,141,000	39.876.000		5,415,000	1,054,200	1,348,000	1,136,000	4,297,000	4,839,000	1,903,000	4,910,000	5.755.000	7.068.000	6,011,000		49,303,200	6,900,000	10,714,000	5,730,000	3,407,000	4,851,033	3,433,000	7,546,000	2 855 000	5 265 000	4 203 000	3,460,000		57,644,033	4,062,000 6		4,062,000	Multi-Family 6
Fire Hydrant # (gallons)		39.000	32.000	30,000	0	0	0	0	0	000'00/	0	83,000	946,000		10,000	8,000	8,000	0	0	0 00 72	74,000	14 801 000	000,100,1	0	6,000		15,108,000	1,000	0	459,000	529,000	3,000	2,000	0,000	1 000	5 000	308 000	0		1,311,000	253,000 1		253,000	Fire Hydrant 1
Non-Profit # (gallons)		21,000	16,000	26,000	21,000	27,000	26,000	17,000	23,000	12,000	34,000	31,000	291,000		19,000	13,000	1,000	34,000	17,000	000,	000'1	1 000	200	,	*		87,000	1	,	)							104.000	119,000		223,000	32,000 -		32,000	Non-Profit 0
School # (gallons)		44,000	48,000	18,000	49,000	54,000	44,000	40,000	97,000	112,000	35,000	700,000	687,000		107,000	121,000	111,000	84,000	68,000	104,000	149,000	100,000	44,000	31,000	80,000		1,094,000	101,000	144,000	46,000	137,000	140,000	84.000	135,000	97 000	76.000	15,000	85,000		1,144,000	122,000 2		122,000	School 2
Builder # (gallons)		155,000	128,000	208,000	96,000	35,000	14,000	17,000	36,000	000,00	9,000	9,000	782,000		53,000	18,000	9,000	000,	0000	0000	000,5	8 000	10,000	12,000	13,000		166,000	28,000	10,000	000'7	23,000	186,000	58 000	43,000	40.000	268,000	275,000	443,000	2001	2,047,000	347,000 32		347,000	Builder 32
Residential # (gallons)		18,976,000	15,283,000	16,535,000	13,551,000	10,350,000	14,007,000	14,196,000	000,000,11	12 468 000	13,400,000	18,447,000	182,934,000		17,330,000	17,692,800	12 530 000	13,030,000	11 130 000	12 743 000	12 025 000	12.189,000	13,953,000	18,397,015	16,623,015		173,451,830	13,059,028	11,794,011	15,860,048	10,000,01	13 412 DER	13.811.057	17,418,082	11,790,050	19,243,000	17,998,000	24,011,000	400 000 407	182,356,457	18,833,000 3092		18,833,000	Residential 3092 27
Billing Period		October 2020	November 2020	December 2020	January 2021	February 2021	March 2021	Mey 2021	Way 2021	July 2021	August 2024	Sentember 2021	Total		October 2021	November 2021	December 2021	Fahnish, 2022	March 2022	April 2022	May 2022	June 2022	July 2022	August 2022	September 2022		Total	October 2022	November 2022	December 2022	Eahnian 2003	March 2023	April 2023	May 2023	June2023	July 2023	August 2023	September 2023	Total	lotai	October 2023		Total	Active Vacant

# NORTHTOWN MUNICIPAL UTILITY DISTRICT WATER REPAIR LOG > \$500 OCTOBER 2023

DATE	ADDRESS	PROBLEM	соѕт
·			•
01/11/23	14401 HARRIS RIDGE BLVD-2	HOUSELINE LEAK. WATER WAS SHOOTING OUT OF A PIPE SO WE CLOSED 2 VALVES TO ISOLATE WATER.	\$614.00
01/11/23	IN DISTRICT	DUMP TRUCK WORK COMPLETED. SPOLS HAUSLED OFF FOR 2021-2022	\$3,824.57
01/04/23	13921 CONNER DOWNS DR	REPLACED BROKEN CURBSTOP-DIG UP METER BOX TO MAKE ROOM FOR REPAIR. CRIMPED THE SERVICE LINE TO MAKE REPAIR AND BACKFIL WE NEED MORE TOPSOIL.	\$1,018.26
01/24/23	13800 GREINERT DR	ASPHALT AFTER REPAIR - PATCH NEEDED T BE PREPPED. THEN POUED AND SPREAD ASPHALT BEFORE COMPACTINGWITH ROLLER. CLEANED UP SITE.	\$1,339.93
02/24/23	IN DISTRICT	COMPLETE WORK ON FIRE HYDRANT. TOOK HYDRANT APART AND REPLACED THE MAIN VALVE GASKET AND FITTINGS ON THE BOTTOM OF HYDRANT. PUT BACK TOGETHER AND REINSTALLED.	\$1,693.79
03/01/23	IN DISTRICT	PUMPED OUT METER VAULT-READ METER AT 502 HOWARD AND LAKES MM	\$605.00
03/01/23	IN DISTRICT	PUMPED OUT METER VAULT-READ METER AT HOWARD AND LAKES MM	\$644.00
04/10/23	IN DISTRICT	WORK ON WATER DISTRIBUTION SYSTEM ARRIVED TO LOCATEION WHEN AW STATED THEIR WATER SHUT OFF THIS MORNING. THEN LOW WATER PRESSURE WAS BEING CALLED T THE OFFICE PON CHECKING THE FIRE HYDRANTS EVERY WHERE HAD 35/45 PSI.	\$581.88
04/18/23	IN DISTRICT	WATER STSTEM WORK COMPLETE. AUSTIN WATER HAD A TEST SHUT OUT AND WE ENDED UP HAVING HIGH PSI AND LOW PSI AND I WAS IN DISTRICT ADDRESSING CUSTOMERS AND WAS TAKING PRESSURE READING.	\$525.00
05/01/23	1913 WHITTARD OF CHELSEA	REPLACED METER BOX & LID AND ADJUSTED THE METER.	\$1,040.84
05/01/23	13815 LOTHIAN DR	EXCAVATED & REPAIRED WATER MAIN. FOUND A PIN HOLE IN POLY CAUSED BY KINK IN LINE. DUG DOWN TO SERVICE LINE AND MADE OUT REPAIR TO LINE. BACKFILLED WITH GRAVEL.	\$3,743.74
05/08/23	F/H 700 E WELLS BRANCH PKWY	RELOCATE HYDRANT METER- TOOK TO FMS.	\$724.80
06/15/23	NORTHTOWN MUD	PUMPED OUT VAULT AT SAS STATION AT W/HOWARD LN AND MCALLEN PASS. WE CAME BACK OUT TO PUMP OUT VAULT.	\$893.00
08/25/23	IN DISTRICT	PURCHASED SUPPLIES-ORDERED NEW ODOR LOGGER FOR NTWN MUD.	\$2,290.39
10/20/23	700 E WELLS BRANCH PKWY-DOM	REPAIRED METER LEAK W/WASHERS. REPLACED METER GASKET TO STOP THE LEAK.	\$625.60
10/02/23	IN DISTRICT	SUBCONTRACT WORK COMPLETED AT FACILITY-BPAT DEVICES TEST,ALL BUT ONE AT 800 HOWARD PASSED. QUOTE PENDING.	\$1,836.00
09/27/23	13718 CAMBOURNÉ DR	CRIMPED AND REPAIRED TAP LEAK.	\$3,777.03
		The state of the s	
TOTAL FOR 20	)23		\$25,777.83

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

DATE	ADDRESS	PROBLEM	COST
01/11/23	14120 CEYLON TEA CIR	CUTOMER PROBEM-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
09/25/23	1324 PEPPERMINT TRL	TELEVISED SEWER LINE. GREASE BUILD UP, JETTED LINE OUT AND TELEVISED.	\$656.56
09/25/23	1324 PEPPERMINT TRL	VACTOR TRUCK WORK-COMPLETE. HOMEOWNER SEWER BACK UP. A LOT OF GREASE, JETTED LINE.	\$1,306.99
11/06/23	IN DISTRICT	TELEVISED SEWER LINE-MH SETTING REPORTED BY DISTRICT ENGINEER AT 132 WILD SENNA DR. TUNNEL VISION CONTRACTED TO TELEVISE NO ISSUES FOUND.	\$990.00
TOTAL FO	R 2023		\$7,486.03

# NORTHTOWN MUNICIPAL UTILITY DISTRICT GENERAL MANAGER'S REPORT WRITE-OFF LIST Oct-23

NAME:	Owner / Renter	Date Finaled	Write-Off	Deposit Applied
Sondra Budge	Owner	9/14/2023	\$ 48.41	\$ 100.00
Micky Morrison	Renter	9/8/2023	\$ 81.01	\$ 300.00
			\$ 129.42	

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

Date	Date	Date

# NORTHTOWN MUD WRITE-OFFS FISCAL YEAR TOTALS

	2020/21	2021/22	2022/23	2023/24
OCTOBER				
WRITE-OFF	\$ 1,681.38	\$ 1,620.83	\$ 684.38	\$ 129.42
COLLECTED	\$ -	\$ -	\$	\$ -
<b>NOVEMBER</b> WRITE-OFF			[	
COLLECTED	\$ 1,810.70 \$ -	\$ 3,140.46 \$ -	\$ 633,24 \$ -	
DECEMBER				
WRITE-OFF	\$ 577.34	\$ 80.62	\$ 294.65	
COLLECTED	\$ -	\$ -		
JANUARY				
WRITE-OFF	\$ 1,945.60	\$ -	\$ 374.77	
COLLECTED	\$ -	\$ -	\$ -	
FEBRUARY				
WRITE-OFF	\$ 898.79	\$ 597.86	\$ 319.31	
COLLECTED	\$	\$ -	\$ -	
MARCH				
WRITE-OFF	\$ -	\$ -	\$ 1,124.35	
COLLECTED	\$ -	\$ -	\$ -	
APRIL				
WRITE-OFF	\$ -	\$ 156.90	\$ 492.35	
COLLECTED	\$ -	\$ -	\$ -	
MAY				
WRITE-OFF	\$ 5,502,46	\$ 1,070.12	\$ 866.35	
COLLECTED	\$ -		\$ -	
JUNE				
WRITE-OFF	\$ 1,130.42	\$ 732.92	\$ 307.72	
COLLECTED	\$ -	\$ -	\$ -	
JULY				
WRITE-OFF	\$ 5,413.65	\$ 294.08	\$ 227.76	
COLLECTED	\$ -	\$ -	\$ -	
AUGUST				
WRITE-OFF	\$ 2,420.24	\$ 1,739,84	\$ 1,233.60	
COLLECTED	\$ -	\$ -	\$ -	
SEPTEMBER				
WRITE-OFF	\$ 226.38	\$ 613.52	\$ 2,507.29	
COLLECTED	\$ -	\$ -	\$ -	
TOTAL COLLECTIONS:	\$ 21,606.96	\$ 10,047.15	\$ 9,065.77	\$ 129.42
TOTAL COLLECTED:	<u> -                                   </u>	\$ -	\$ -	\$ -



907 Rockmoor Dr. Georgetown, Texas 78626 Phone (512)996 8944 Fax (512)879-9098

DATE October 17, 2023
Quotation # NTMUD Commercial
Salesperson: Steven Montgomery

To: Northtown MUD
Dennis Hendrix, Crossroads Utility Service

Quotation valid until: December 17, 2023
Prepared by: S. Montgomery

Northtown MUD CommercialMeters and Installations

		Northtown MUD CommercialMeters and Installations		
Qty	Product No	Description	Unit Cost	AMOUNT
15	B12-A31-A15-0101A-F	5/8"x3/4" Allegro BLMJ BB Meter	\$295.00	\$4,425.00
7	B16-A31-A15-0101A-F	1" Allegro BLMJ BB Meter	\$443.00	\$3,101.00
13	M21-A00-A15-0101A-F	1.5" MS Multi-Jet Meter w/Allegro UTG Register	\$755.00	\$9,815.00
15	O318-F1-A10-M	2"x17" Octave Meter Polymer Body w/Encoder Module and Allegro Pit Module (Assuming meters are standard 2"x17" length.)	\$1,100.00	\$16,500.00
2	O303-M1-K10-F	3" Octave Meter Stainless Steele Body w/Encoder Module and Allegro Pit Module	2237.00	\$4,474.00
5	O305-M1-K10-F	6" Octave Meter Stainless Steele Body w/Encoder Module and Allegro Pit Module	4853.00	\$24,265.00
1	O306-M1-K10-F	8" Octave Meter Stainless Steele Body w/Encoder Module and Allegro Pit Module	5726.00	\$5,726.00
1	O307-E1-K10-F	10" Octave Meter Epoxy Coated Ductile Iron Body w/Encoder Module and Allegro Pit Module	9776.00	\$9,776.00
1	DFW19AMR-1B-LID	DFW 19" Round Meter Box Lid (Traffic Rated) (Price per lid for commercial meters if needed.)	73.00	
1	DFW1300-12-3	DFW Meter Box (Single Box) (Standard Duty) (Price per box for commercial meters if needed.)	25.00	
		Installations		
22	HPS Meter Intall Services	5/8"x3/4" through 1"Meter Installations (Based on like for like change outs)	85.00	\$1,870.00
13	HPS Meter Intall Services	1.5" Meter Installation (Based on like for like change outs)	500.00	\$6,500.00
15	HPS Meter Intall Services	2" Meter Installation (Based on like for like change outs)	500.00	\$7,500.00
2	HPS Meter Intall Services	3" Meter Installation (Based on like for like change outs)	1000.00	\$2,000.00
5	HPS Meter Intall Services	6" Meter Installation (Based on like for like change outs)	1800.00	\$9,000.00
2	HPS Meter Intall Services	8" and 10" Meter Installation (Based on like for like change outs)	3450.00	\$6,900.00
1	HPS Box Install Services	Meter Box Lid Replacements (19" Round Metal for Plastic) (Price per change if needed on commercial meters.)	10.00	
1	HPS Box Install Services	DFW Meter Box (Single Box) (Standard Duty) Price per change if needed on commercial meters.) Please Note:	150.00	
		The pricing of meters boxes and meter box installations are subject to change due to meter box type, size, material and setting location, (Example; sidewalk, driveway, and other concrete or asphalt scenarios.) Pricing rel		
		Labor listed above assumes Like for Like. Hourly Rate- For unforeseen misc. work separate	100.00	
	HPS Labor, Hourly Rate	from normal installation. Any re-piping materials supplied @ cost plus 15%	100.00	

PLEASE NOTE: Delivery of this quote is 6-8 weeks from receipt of an official order. This quotation is valid for 60 days. We reserve the right to amend prices after this period.

Pricing reflected above is for budgetary purposes and are subject to change pending propagation studies or with pertinent information.

Shipping is ESTIMATED in this quote.

This quotation and it's contents are confidential and intended solely for the use of the individual or entity to which they are addressed

A 2.5% processing fee will be applied for all credit card purchases.

All invoices are due Net 30 per HydroPro Solutions standard terms and conditions

THANK YOU FOR YOUR BUSINESS!



# PROPOSAL

2601 Forest Creek Drive Round Rock, TX 78665 Phone (512) 246-1400 Fax (512) 246-1900 DATE 12/19/2023 Quotation # 20231108 Customer ID NTWN

Quotation For: Northtown MUD District Address Quotation valid until: 1/18/2024 Prepared by: D. Hendrix

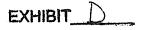
Dhendrix@crossroadsus.com

Project Scope: Repair of DCDA

Comments or Special Instructions: Proposal for labor, materials to replace Haward Ln DCDA

MANAGER	P.O. NUMBER	S.O. NUMBER	SHIP DATE	SHIP VIA	TERMS
					NET 30

QUANTITY/VF	DESCRIPTION	UNIT PRICE/ VF	AMOUNT
1	10" WATTS LF7096 DCDA w OS &Y gate Valve	26,000.00	\$ 26,000.00
	Install labor will be billed at actual amount/ ops agreement		\$ -
			\$ -
			\$ -
			\$
			\$
			\$ -
			\$ -
			1
		SUBTOTAL	\$ 26,000.00
Acceptance Signa	ature	Add. Services	
			-
		OTHER	
		TOTAL	\$ 26,000.00
Print Name	Date		



# Additional Task Order to Master Services Agreement

# HYDROPRO HydroPro Solutions, Inc

DATE October 17, 2023
Quotation # NTMUD Commercial 907 Rockmoor Dr. Georgetown, Texas 78626 Phone (512)996 8944 Far (512)879-9098 Salesperson: Sleven Montgomery Northtown MUD Dennis Hendrix, Crossicads Utility Service Quotation valid until December 17, 2023 Prepared by S. Montgomery Northtown MUD Commercial Meters and Installations Qtv Product No Description Unit Cost AMOUNT 15 B12-A31-A15 0101A-F 5/8"x3/4" Allegra BLMJ BB Meter \$295.00 \$4,425.00 816-A31-A15-0701A-F 1" Allegro BLMJ BB Meter \$443.00 \$3,101.00 13 MZ1-A00-A15-0101A-F 1.5" MS Multi-Jet Meter w/Allegro UTG Register S755.00 \$9,815,00 2"x17" Octave Meter Polymer Body v#Encoder Module D318-F1-A10-M and Allegro Pit Module \$1,100.00 \$16,500.00 (Assuming meters are standard 2"x17" (ength.) 3" Octave Meter Stainless Steele Body w/Encoder O303-M1-K10-F 2237.00 \$4,474.00 Module and Allegro Pit Module 6\* Octave Meter Stainless Steele Body W/Encoder Module and Allegro Pit Module O305-M1-K10-F 4853.00 \$24,265.00 8" Octave Motor Stainless Steele Body w/Encoder Q306-E11-K10-F 5726.00 \$5,726.00 10" Octave Meter Epoxy Coaled Ductile Iron Body w/Encoder Module and Allegro Pit Module 0307-E1-K10-F 9776.00 \$9.776.00 DFW 19" Round Meter Box Lid (Traffic Rated)
(Price per lid for commercial meters if needed.) DEWISAMB, IBJUD 73,00 DFW Motor Box (Single Box) (Standard Duty) (Price per box for commercial meters if needed.) DFW1300-12-3 Installations 5/6"x3/4" through 1"Meter Installations (Based on like for like change outs) 22 HPS Meter Intali Services B5.00 \$1,870.00 1.5" Meter Installation (Based on like for like change cuts) 13 HPS Meter Intall Cornces 500.00 \$6,500,00 2" Meter Installation (Based on like for like change outs) \$7,500.00 3" Meter Installation (Based on like for like change outs) HPS Meter Intall Servens 1000,00 \$2,000.00 6" Meter Installation (Based on like for like change outs) HPS Meter Intel Services 1800 00 59 000 00 8" and 10" Meter Installation HPS Meter Intall Services 3450,00 \$6,900.00 (Based on like for like change outs) Meter Box Lid Replacements (19" Round Metal for Plastic) (Price per change if needed on commerc HPS Box Install Services 10 00 DFW Meter Box (Single Box) (Standard Duty) Price per change if needed on commercial meters.) Please Note:
Please Note:
Please Note:
The pricing of meters boxes and meter box installations
are subject to change due to meter box type, size,
material and settling location, (Example; sidewalk,
driveway, and other concrote or asphalt secensive.)
Pricing reflected above in for grass or dirt with oasy digging.

HPS Lobar, Haurly Rate

Labor listed above assumes Like for Like, Hourly Rate- For unforeseen mise, work separale from normal installation. Any re-piping materials suppilod @ cost plus 15%

100.00

TOTAL

\$111,852,00

PLEASE NOTE: Delivery of this quote is 6-8 weeks from receipt of an official order. This quotation is valid for 60 days. We teserve the right to amend prices after this period.

Puckey reflected above is for budgetary purposes and use subject to change pending propagation studies or with pertinent information.

Shipping is ESTIMATED in this quote

This australian and it's contents are confidential and attended polely for the use of the individual or eathly to intern they are addressed A 2.5% processing fee will be applied for all credit card purchases.

All invoices are due Net 30 per HydroPro Solutions standard terms and conditions

Approved:

Northtown Municipal

Utility District

Brenda Richter, President November 28, 2023

THANK YOU FOR YOUR BUSINESSI



## CONTRACT ADDENDUM

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

- 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 to the District. Form 1295s are available on the TEC's website 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.
- 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 <a href="https://www.ethics.state.tx.us/forms/conflict/">https://www.ethics.state.tx.us/forms/conflict/</a>, 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.
- 2271 of the Texas Government Code, as amended, Contractor represents and warrants that, at the time of execution and delivery of the Contract, neither Contractor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the same that exists to make a profit, if any, boycotts Israel or will boycott Israel during the term of the Contract. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, as amended, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, "boycotts Israel" and "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. If required under Chapter 2252 of the Texas Government Code, as amended, Contractor represents and warrants that, neither Contractor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the same that exists to make a profit, if any, are companies identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Sections 2252.153 or 2270.0201, Texas Government Code, as amended, and posted on the following pages of the Texas Comptroller of Public Account's internet website:

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

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

- 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.

# **CERTIFICATE OF INTERESTED PARTIES**

FORM 1295

L					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.		CEI	OFFICE USI	
1	Name of business entity filing form, and the city, state and country of the business of business.  HYDROPRO SOLUTIONS GEORGETOWN, TX United States	s entity's place	2023	ficate Number: 3-1099657 Filed:	
2	Name of governmental entity or state agency that is a party to the contract for who being filed.  Northtown Municipal Utility District	ich the form is		1/2023 Acknowledged:	
3	Provide the identification number used by the governmental entity or state agency description of the services, goods, or other property to be provided under the cor 20231128-4(c) Additional Products for Metering System	y to track or identify itract.	the co	ontract, and pro	vide a
4	Name of Interested Party City, State, Cou	ntry (place of busine	ess)		f interest oplicable) Intermediary
				Controlling	mermediary
		<u> </u>			
		A CONTRACTOR OF THE CONTRACTOR			
	*	ar managara and a said a			
	Check only if there is NO Interested Party.				
	UNSWORN DECLARATION  My name is DRey Broyles			In 20 16	37/
	My address is 705 Dream CAtthew DR. Lean Dream (street)	, and my date of b	· _	18641 (zip code)	Country)
	I declare under penalty of perjury that the foregoing is true and correct.				
	Executed in WINTAMSON County, State of TCKA	5, on the	<u>\</u> da	ay of December (month)	(vear)
	GREB POYLE	<u>5</u>	e angune an angun		
	Signature of aut	norized agent of contra (Declarant)	acting	business entity	1

# **CERTIFICATE OF INTERESTED PARTIES**

FORM **1295** 

						1 of 1
	Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.			CEF	OFFICE USE	
1	Name of business entity filing form, and the city, state and count of business.  HYDROPRO SOLUTIONS  CEORGETOWN, TY United States	ry of the business e	ntity's place	2023	ficate Number: 8-1099657	
2	GEORGETOWN, TX United States  Name of governmental entity or state agency that is a party to the being filed.	e contract for which	the form is		Filed: 1/2023	
	Northtown Municipal Utility District			12/04	Acknowledged: 4/2023	
3	Provide the identification number used by the governmental entit description of the services, goods, or other property to be provid 20231128-4(c) Additional Products for Metering System	ty or state agency to led under the contra	track or identify ct.	the co		
4	Name of Interested Party	City, State, Country	/ (place of busine	ess)	Nature o (check ar	f interest oplicable)
					Controlling	Intermediary
			· ·			
5	Check only if there is NO Interested Party.			<b>t</b>		
6	UNSWORN DECLARATION					
	My name is		and my date of b	irth is		·
	My address is(street)	(city)	,, (sta	i _	(zip code)	, (country)
	I declare under penalty of perjury that the foregoing is true and correct.		(	,	(	(,
		State of	, on the	d	av of	. 20 .
		4			(month)	(year)
		Signature of authori	zed agent of contr (Declarant)	acting	business entity	



### **MEMORANDUM**

TO:

Board of Directors, Northtown MUD

FROM:

Jonathan Whiteeagle

CC:

Andrew Hunt, James Wills, Darrel Winslett

DATE:

10/1/23

SUBJECT:

Proposal for Lead & Copper Revised Rule Data Collection Services

## **Board members:**

We appreciate the opportunity to present a proposal for providing data collection and service line inventory preparation for the Lead & Copper Revised Rule (LCRR). Our goal is to achieve compliance with the revised regulations from the EPA by their deadline of <u>October 16, 2024</u>. Crossroads is committed to identifying all lead service lines while adhering to the highest standards of accuracy and professionalism.

# 1. History

The Lead & Copper Revised Rule (LCRR) emerged as a response to longstanding challenges in public drinking water safety. Originating from the "Safe Drinking Water Act" of 1986, the original LCR (Lead & Copper Rule) mandated "lead-free" pipes for all service lines, supported by Texas' 1988 lead ban. Despite progress, lead pipes were allowed to remain in the ground, creating a need to revise the LCR in the future. The 2019 revision of the LCR and the 2021 Bipartisan Infrastructure Law signal a coordinated effort to develop safer water systems. Amid evolving LCRR guidelines, the ultimate goal remains resolute: ensuring safe water access for all by replacing all lead service lines.

# 2. Scope of Services

The Lead & Copper Revised Rule (LCRR) mandates comprehensive data collection and field verification to accurately inventory lead service lines. Our proposal outlines the following services:

# A. Data Collection & Inventory:

Our experienced team will diligently gather and cross-reference plumbing information from various sources, including water and wastewater district maps, government surveys, the District's engineering files, municipal tax records, plumbing codes and inspection records. This meticulous process will

EXHIBIT\_F\_\_

1

provide a solid foundation for identifying lead service lines and helping the District meet LCRR inventory requirements. Crossroads will submit the LCRR to TCEQ and EPA upon completion by the 10/16/2024 deadline.

# B. Field Work:

Following data collection and inventory completion, and if required based on the age of the plumbing system, Crossroads will conduct field work to physically examine service lines that we were unable to confirm through data analysis. Our skilled technicians will inspect and document service line material they observe in the field by performing vacuum excavation at the District's meter box to review pipe condition and type, and to ensure accurate information for the inventory.

NOTE: Field work and verification will be required if the customer service connection was installed prior to the lead ban in 1988.

## C. School / Daycare Compliance

Crossroads has partnered with Fiston Johnson Associates https://ejohnsonconsulting.com/about/ to offer services to our clients to complete the EPA's mandated monitoring for lead in schools and childcare facilities within the District. If applicable, EJA will provide a separate proposal for the District depending on the number of licensed daycare and school facilities within the District's customer base. Their services will include: 1) compiling a list of all schools (private and public) and childcare facilities (commercial and residential) served by the District's water system, 2) providing public communication regarding lead in the water to all facilities, 3) providing field services and lead testing services for all elementary schools and childcare facilities constructed before January 1, 2014, and 4) completing all federal notification and compliance reporting. Schools will require samples from five outlets, as specified by the EPA's rule, and will be sampled during the school year (September - May). Childcare facilities will require samples from two outlets as specified by the EPA's Rule. Testing is optional for all other schools and childcare facilities at the request of the School facility. The rule requires at least 20% of all facilities to be monitored each year, through October 16, 2028.

EJA's approach will provide critical resources to assist in meeting lead compliance requirements and minimize the disruptions to school and facility staff. Fees and scheduling for completion of these services are being finalized and will be based on the total number of school and daycare facilities within the Crossroads 45-member client base currently under Crossroads management and affected by the LCRR. We hope to finalize this list soon and we will present a separate proposal from EJA for these services.

NOTE: These services will not be needed if the District has no licensed childcare or school facilities being served by the District's water system.

# 3. Pricing

Please note that the pricing for data collection, field work services, and school and daycare sampling will vary based on the specific requirements of each District and the complexity of the task. For the purposes of the initial data collections and inventory, we are providing a fixed not-to-exceed price.

Field work and school compliance proposals will be customized and will be provided separately and be based on unique conditions for each District.

- A. Data Collection and Inventory \$ 16,055.00 (this will be a not to exceed amount)
- **B.** <u>Field Verification</u> **By separate proposal (NOTE:** These services will be assessed only if necessary, based on the date of the plumbing system (i.e. system includes connections older than 1988).
- C. School/Daycare compliance By separate proposal

We look forward to the opportunity to completing the initial LCRR inventory for your District and tailoring proposals for field services and school and daycare compliance to best meet your District's requirements and needs. Please do not hesitate to contact me at LCRR@crossroadsus.com to initiate the next steps or address any questions you may have. We are confident that our expertise and commitment will allow your District to be in compliance with the EPA's LCRR. We are excited to work together to ensure safe and reliable drinking water for your community.

Regards,

Jonathan Whiteeagle
Project Manager/ Lead and Copper Coordinator
LCRR@crossroadsus.com

Authorization - By signature below, the District approves and authorizes the work within this Proposal memorandum.

Northtown MUD

Ву:

Brenda Richter

Board of Directors Date: November 28, 2023

Crossroads Utility Services, L.L.C.

Ву:

Name: Dennis Hendrix

Address:

2601 Forest Creek Drive

Round Rock, Texas 78665-1232

District's Unique Control Number: 20231128-5(d)

### **CONTRACT ADDENDUM**

This Contract Addendum ("Addendum") is incorporated into the attached proposal for LCRR Services (the "Contract") between Crossroads Utility Services, LLC ("Contractor") and Northtown MUD(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 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.

# CERTIFICATE OF INTERESTED PARTIES FORM 1295 1 of 1 OFFICE USE ONLY 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. **CERTIFICATION OF FILING** 1 Name of business entity filing form, and the city, state and country of the business entity's place Certificate Number: of business. 2023-1096804 Crossroads Utility Services Round Rock, TX United States Date Filed: 11/21/2023 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. Northtown MUD Date Acknowledged: 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. LCRR coordination and submission Nature of interest Name of Interested Party City, State, Country (place of business) (check applicable) Controlling Intermediary Held, Stephen Round Rock, TX United States Х 5 Check only if there is NO Interested Party. **6 UNSWORN DECLARATION** My name is Dennis Hendrix \_\_\_, and my date of birth is 29June23 My address is 2601 Forest Creek Dr Round Rock. TX 78665 (street) (city) (state) (zip code) I declare under penalty of perjury that the foregoing is true and correct. Executed in Travis County, State of 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.					ONLY OF FILING
1	Name of business entity filing form, and the city, state and count of business.  Crossroads Utility Services	itity's place	Certificate Number: 2023-1096804			
2	Round Rock, TX United States  Name of governmental entity or state agency that is a party to the	e contract for which t	the form is	Date Filed: 11/21/2023		
	being filed. Northtown MUD		:	Date Acknow 11/21/2023	edged:	
3	Provide the identification number used by the governmental enti- description of the services, goods, or other property to be provided 20231128-4(c)  LCRR coordination and submission	ty or state agency to ded under the contrac	track or identify tt.			
4	Name of Interested Party	City, State, Country	(place of busine	ess) (c	heck ap	interest plicable)
He	ld, Stephen	Round Rock, TX	United States	Contro X	iling	Intermediary
	,					
		:				
					1	
5	Check only if there is NO Interested Party.					
6	JNSWORN DECLARATION					
	My name is		and my date of b	irth is		·
	My address is(street)	(city)	,,,	te) (zip co	de)	(country)
	declare under penalty of perjury that the foregoing is true and correct	•				
	Executed inCounty	, State of	, on the			
				(	month)	(year)
		Signature of authoriz	ed agent of contra (Declarant)	acting business	entity	
			·		<del></del>	





#### **Omaha - Pricing Updates Request**

April 2014

Date:		
ISO Name:	Bluefin Payment Systems	
ISO Contact Name:	John Smith	
ISO Phone Number:	800-675-6573	
ISO Email Address:	jsmith@bluefin.com	
Omaha Merchant Number:	510159341051241	
Merchant DBA:	Northtown MUD	

Rate Percent

\*Select Your Pricing Type: Pass Through Pricing

\*Statement Bundled Option: 2

Bundled	Regulated	Non-Regulated
	x	

Update/Add Dues & 1 - Include Dues and **Update Statement** 2 - Summary of I/C fees (detail) Assessments Settings: Print Option for I/C: **Assessments** Add Discover Full Acquiring (Card Type 61) to this Merchant Remove MPG/TDG from merchant account Please note, we do not remove TDG or MPGs on account when Remove Statement Bundled Option from the Account updating pricing structure unless indicated. Discount Other Other Interchange Fee Flag - 1 Volume % Item Rate Rate 0.15000 MasterCard Credit: 0.150% Visa Credit: 0.150% 0.15000 Discover Credit: 0.150% 0.15000 Amex Opt Blue Credit: Amex ESA/1PT: MasterCard Debit: Visa Debit:

Brenda Richter

Merchant Signature

Discover Debit: Pin Debit:

\*Required if increasing or adding rates

EXHIBIT G

#### **Omaha Pricing Updates Request** (Updated April, 11, 2014)

Overview: Use the Omaha Pricing Updates Request to make the following changes for a specific merchant location:

- Change existing discount pricing including discount rates, other item rate, other volume percentage, and ERR surcharge.
- Switch from one discount pricing set-up to another (e.g. Tiered Discount to Enhanced Recover Reduced (ERR), ERR to Pass-Through Interchange, Pass-Through Interchange to Tiered Discount, etc.)

To ensure timely processing, completed forms are to be submitted through Merchant Service Center (MSC) by opening a Maintenance request:

- Make sure the MID/DBA Name on the work order matches what is on the supporting documentation provided, including the completed maintenance form.
- Select Omaha as the Acquirer platform: Omaha as the Authorization Network
- When adding the work order, select Banking, Funding, Rates & Fees as the work order category; select Omaha Pricing Type for the work order type.
- Make sure all pertinent documents are attached to the work order, including the completed maintenance form.
- Requests submitted incorrectly will result in delays in processing, which may ultimately require the resubmission of your request.

Pertinent items of note when completing the form:

- Select the current or desired Pricing Type (e.g. Enhanced Recover Reduced, Tiered Discount, Pass-Through, Flat Rate)
- In order to access fields to input discount rates, other item rates, other volume percentages, ERR surcharge, bundled rates, regulated/unregulated rates and percentages, you must select the current or desired statement bundle option.
- Input legibly the values for only the card types and rates you are seeking to update.
  - o Bundled, Regulated, Unregulated, Discount, Other Volume, and ERR percentages should be input in percentage form. (for example, 1.50% should be entered as 1.50)
  - o Bundled, Regulated Unregulated, and Other Item Rate should be input in dollars and cents.
- To add or removing Dues and Assessments, select the appropriate option under Update/Add Dues and Assessments.
- To impact how interchange fees appear on the merchant statement, select the appropriate option under Update Statement Print
- To remove the existing Statement Bundle Option settings (for Bundled Pricing), select the appropriate option under Remove Bundled Pricing?
- You can add Discover Full Acquiring (Card Type 61) if you want and add pricing to it as well. Simply check the box labeled Add Discover Full Acquiring (Card Type 61) to this merchant.
- To remove existing MPG/TDG IDs from existing merchant accounts, as part of the larger pricing request, check the box next to Remove MPG/TDG from Merchant Account.
- Changes resulting in the raising of existing fees, the introduction of new fees, or the introduction of a new pricing method, will require a merchant signature. In lieu of a merchant signature, the following is acceptable:

  o A signed and dated MPA (without alterations). Or,

  - A copy of the outgoing merchant communication (previously approved by First Data) disclosing the fees to be introduced

Please allow 2 full business days for processing. Rush requests are processed on a best efforts basis.

MSC Work Order Category: Banking, Funding & Rate/Fees

MSC Work Order Type: Rate & Fee



Authorization Income Grid:

# Omaha - Miscellaneous Fees and Grids April 2014 Change Request

User Defined Income Grid:

Date:	
ISO Name:	Bluefin Payment Systems
ISO Contact Name:	John Smith
ISO Phone Number:	800-675-6573
ISO Email Address:	jsmith@bluefin.com
Omaha Merchant Number:	510159341051241
Merchant DBA:	Northtown MUD

Please Select an Option		Please Select an Option
Current Statement Bundle Option:	Please Select a option	Note: Please Select your Bundle Option in order to update MPG & TDG on the account
Account Charge 1 - Monthly	Minimum:	Chargeback Fee:
Account Charge 2 - St	atement Fee: \$10.00	Retrieval Fee (12 B Letter):
Accor	unt Charge 3:	Sales Transaction Fee:
Accor	unt Charge 4:	Batch Fee:
Account Charge 5 - Regula	atory Product Bundle Fee:	Return Transaction Fee:
Tin Bla	nk   Inactive:	ACH Reject Income:
	IVR Usage:	EIDS Charge:
We	ebsite Usage:	MFC Grid ID:
Brenda Richter		
		November 28, 2023 Date
Merchant's Signatur *Required if Increasing or Fees to the Merchant's A	Adding	Date

#### Omaha Miscellaneous Fee and Grid Change Request Form (Updated April 11, 2014)

Overview: Use the Omaha Miscellaneous Fee and Grid Change Request form to update the following:

- Authorization Income, User Defined, Merchant Pricing, Tiered Discount, and MFC Grid IDs assigned to a merchant account record.
- Merchant fees including Sales, Batch, Return, Chargeback, Retrieval (12B Letter), Account Charges 1-5 (Month Minimum, Statement Fee, Regulatory Product Bundle), IVR Usage/Invalid TIN, Website Usage, ACH Reject, an EIDS Charge.

To ensure timely processing, completed forms are to be submitted through Merchant Service Center (MSC) by openir a Maintenance request:

- Make sure the MID/DBA Name on the work order matches what is on the supporting documentation provider including the completed maintenance form.
- Select Omaha as the Acquirer platform; Omaha as the Authorization Network
- When adding the work order, select Banking, Funding, Rates & Fees as the work order category; select Rate !
   Fees for the work order type.
- Make sure all pertinent documents are attached to the work order, including the completed maintenance for

Pertinent items of note when completing the form:

- For the Authorization, User Defined Income, Merchant Pricing, Tiered Discount, and MFC Grid ID fields, legibly input the grid ID you wish to assign.
- In order to input the Grid ID for the Merchant Pricing and Tiered Discount grids, you must first select current Statement Bundle Option setting for the merchant location you are seeking to change.
- For the fee fields, legibly input the fees you wish to assess. If you are seeking to remove a fee, please input "0.00".
- Changes resulting in the raising of existing fees, or the introduction of new fees, will require a merchant signature. In lieu of a merchant signature, the following is acceptable:
  - o A signed and dated MPA (without alterations). Or,
  - A copy of the outgoing merchant communication (previously approved by First Data) disclosing the fees to be introduced or raised.

A merchant signature is not required for assigning or changing existing Tiered Discount Grid IDs.

Requests submitted incorrectly will result in delays in processing, which may ultimately require the resubmission o your request.

Please allow 2 full business days for processing. Rush requests are processed on a best efforts basis.



#### MONTHLY REPORT

Northtown M.U.D.

Report Period:

10/01/2023

10/31/2023

#### **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:





10/3 - 10/4

10/10 - 10/11

10/17 - 10/18

10/24 - 10/25

10/31 - 11/1

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, and they also spot-treated for fire ants in areas where needed throughout the District. In addition, crews also fertilized and overseeded the District's approved areas located within the District. Finally, crews removed any low-hanging tree limbs where observed throughout the District's boundaries.

#### **Greenbelt & Drainage Maintenance**

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

10/09/2023

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 16-cu. ft. of trash/litter from within these same areas located throughout the District's properties.



**Trail System Maintenance** 

10/3 - 10/4

10/10 - 10/11

10/17 - 10/18

10/24 - 10/25

10/31 - 11/1

Task/Observation/Area

Additional services/observations pertaining to the trail system

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



**Irrigation System Maintenance** 

10/3 - 10/4

10/10-10/11

10/17-10/18

10/24-10/25

10/31 - 11/1

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

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



Status of Proposal Work								
Proposal # 10265 - Fall Overseed & Topdress Irrigated Turf	- Approved 10/24/23							
Notes / M	liscellaneous							



TEXASCAPES, INC. 13740 Research Blvd Ste J7 Austin, TX 78750 512-472-0207 (fax) 512-472-0229 www.texascapes.com

#### PROPOSAL FOR LANDSCAPE SERVICES

10-Nov-23

**TO:** NORTHTOWN Municipal Utility District ATTN: Mona Oliver, District Manager

PROPOSAL ID: HM PHONE:

10255

P.O. Box 2405 Pflugerville

78691-2405

WK PHONE: 512-716-0759

FAX:

PROJECT: Irrigation Line at Large Dog Park

ΤX

This proposal includes the equipment, materials, labor and supervision for the work listed below. Remove exposed irrigation line at entry of Large Dog Park. Repair and re-installation of irrigation line deeper within the soil. Backfill with new soil to cover the previously exposed Irrigation pipe. Mulch will be added to cover any disturbed soil. If you desire to have this work scheduled please contact our office. Thank you!

DESCRIPTION	QTY	UM
IRRIGATION EQUIPPED CREW	1	LS
IRRIGATION PARTS	1	LUMP SUM
GV REJUVENATOR TOP DRESSING	1	CY
NATIVE CEDAR MULCH	20	BAG
SUPERVISION & PROJECT MGT	1	LT
LABOR, LANDSCAPE CREW EQUIPPED	1	LT
DELIVERY	1	TRIP
	SUBTOTAL	\$2,372.00
	SALES TAX	\$0.00
	TOTAL	\$2,372.00

#### CONTRACT ADDENDUM

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

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.



- 1. Interested Parties. Contractor acknowledges that Texas Government Code Section 2252.908 (as amended, "Section 2252.908") requires disclosure of certain matters by contractors entering into a contract with a local government entity such as the District. Contractor confirms that it has reviewed Section 2252.908 and, if required to do so, will (1) complete a Form 1295, using the unique identification number specified on page 1 of the Proposal, and electronically file it with the Texas Ethics Commission ("TEC"); and (2) submit the signed Form 1295, including the certification of filing number of the Form 1295 with the TEC, to the District at the same time the Contractor executes and submits the Proposal to the District. Form 1295s are available on the TEC's website at <a href="https://www.ethics.state.tx.us/filinginfo/1295/">https://www.ethics.state.tx.us/filinginfo/1295/</a>. The Proposal is not effective until the requirements listed above are satisfied and any approval or award of the Proposal by the District is expressly made contingent upon Contractor's compliance with these requirements. The signed Form 1295 may be submitted to the District in an electronic format.
- 2. <u>Conflicts of Interest</u>. Contractor acknowledges that Texas Local Government Code Chapter 176 (as amended, "<u>Chapter 176</u>") 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 <a href="https://www.ethics.state.tx.us/forms/conflict/">https://www.ethics.state.tx.us/forms/conflict/</a>, within seven days of the date of submitting the Proposal to the District or within seven days of becoming aware of a matter that requires disclosure under Chapter 176, whichever is applicable.
- 3. Verification Under Chapter 2271, Texas Government Code. If required under Chapter 2271 of the Texas Government Code (as amended, "Chapter 2271"), Contractor represents and warrants that, at the time of execution and delivery of the Proposal, neither Contractor, nor any wholly or majority-owned subsidiary, parent company, or affiliate of Contractor that exist to make a profit, boycott Israel or will boycott Israel during the term of the Proposal. 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. <u>Verification Under Subchapter F, Chapter 2252, Texas Government Code</u>. For purposes of Subchapter F of Chapter 2252 of the Texas Government Code (as amended, "<u>Subchapter F</u>"), 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 "<u>Comptroller</u>") 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 Proposal, neither Contractor, nor any wholly or majority-owned subsidiary, parent company, or affiliate of Contractor that exists to make a profit, boycott energy companies or will boycott energy companies during the term of the Proposal. 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. <u>Verification Under Chapter 2274, Texas Government Code, Relating to Contracts with Companies that Discriminate Against the Firearm and Ammunition Industries</u>. If required under Chapter 2274 of the Texas Government Code (as amended, "<u>Chapter 2274</u>"), Contractor represents and warrants that, at the time of execution and delivery of the Proposal, neither Contractor, nor any wholly or majority-owned subsidiary, parent company, or affiliate of Contractor that exists to make a profit, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or will discriminate during the term of the Proposal against a firearm entity or firearm trade association. The foregoing verification is made solely to comply with Chapter 2274. As used in the foregoing verification, the terms "discriminate against a firearm entity", "firearm entity", and "firearm trade association" have the meanings ascribed to them in Section 2274.001, *Texas Government Code*.

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



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



Respectfully Submitted,		District: Northtown Municipal Utility District
Ríchard Fadal, Pr	resident	By:Brenda Richter, President
This proposal expires on:	27-Dec-23	brenda ruentet, i resident
		Date:



### **CERTIFICATE OF INTERESTED PARTIES**

FORM 1295

				1 of 1
Complete Nos. 1 - 4 and 6 if there are interested Complete Nos. 1, 2, 3, 5, and 6 if there are no in		CEI	OFFICE US	
Name of business entity filing form, and the of business.     TexaScapes, Inc.     Austin, TX United States	2023	Certificate Number: 2023-1098415 Date Filed:		
2 Name of governmental entity or state agency		11/28/2023		
being filed. Northtown Municipal Utility District	Date	Acknowledged	:	
3 Provide the identification number used by the description of the services, goods, or other page 20231128-5 Irrigation Line at Large Dog Park - Proposition		entify the co	ontract, and pro	vide a
4 Name of Interested Party	City, State, Country (place of b	ousiness)	l	f interest pplicable) Intermediary
Fadal, Richard	Georgetown, TX United Stat	tes	Х	
Fadal, Jennifer	Georgetown, TX United Stat	tes	X	
Grissom, Doug	Leander, TX United States			×
5 Check only if there is NO Interested Party.				
6 UNSWORN DECLARATION				
My name is Richa	ard Fadal, and my date	e of birth is	10/21/1	952
My address is13740_Research_Blvd (street)	1., Suite J-7 - Austin (city)	TX,_(state)	78750 (zip code)	USA(country)
I declare under penalty of perjury that the foregoing	ng is true and correct.			
Executed inWilliamson	County, State of, on t	the <u>28th</u> da	ay of <u>November</u> (month)	er , 20 <u>23</u> (year)
	Signature of authorized agent of	And dontracting	husiness entity	
	(Declarant)			
orms provided by Texas Ethics Commission	www.ethics.state.tx.us		Version V3	3.5.1.0f381ab6

### CERTIFICATE OF INTERESTED PARTIES FORM 1295 1 of 1 OFFICE USE ONLY 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. **CERTIFICATION OF FILING** Name of business entity filing form, and the city, state and country of the business entity's place Certificate Number: of business. 2023-1098415 TexaScapes, Inc. Austin, TX United States Date Filed: 11/28/2023 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: 11/28/2023 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. 20231128-5 Irrigation Line at Large Dog Park - Proposal 10255 Nature of interest Name of Interested Party City, State, Country (place of business) (check applicable) Controlling Intermediary Fadal, Richard Georgetown, TX United States Fadal, Jennifer Georgetown, TX United States Χ Leander, TX United States Grissom, Doug Х 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) I declare under penalty of perjury that the foregoing is true and correct. Executed in \_\_\_\_\_\_\_ county, State of \_\_\_\_\_\_, on the \_\_\_\_day of \_\_\_\_ (month) (year) Signature of authorized agent of contracting business entity

(Declarant)

### **NORTHTOWN MUD**

### MAINTENANCE MONTHLY REPORT October 15, 2023 – November 17, 2023

- > Weekly general cleaning at office, pavilion, parks and ponds.
- Removed and posted next meeting agenda.
- > Posted next monthly board meeting date on entry signs.
- Changed out memory cards and replaced batteries as needed in game cameras.
- > Assisted with covenant inspections and general administration.
- Flushed well valves weekly as preventative maintenance recommended by CTWM.
- Removed 10 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.
- > Replaced two worn tires on Kubota #4.
- Closed and opened Dog Park during rainfall.
- Closed Dog Park due to overseed project. (open item)
- Closed soccer fields at the 50 Acre Park for Texascapes overseed program. (open item)
- > Raising tree canopy in open areas at 50 Acre Park.
- Working on washout area at WildFlower bridge. (closed item)
- > Installed new lock on "N" logo sign.
- > Removed Burn Ban signs.
- > Repaired gas compressor.
- > Posted Disc Golf Tournament signs on trail along disc golf course. (closed item)
- > Repairing washout area under Harris Ridge Blvd. (open item)
  - Meeting with Election Poll reps for site visit.
  - Received a money order for \$210.00 in exchange for pressing charges on teenagers for vandalism at 50 Acre Park. Covers cost of labor & replacement items. (11-9-23)
  - Submitted required documentation to request quote for Crime Insurance Renewal quote. (included in packet for BOD approval)
  - Ordered "No Fireworks in District Parks & Trails" signs.
  - Monitoring District wide Water Meter replacement project. (open item)
  - Submitted BOD approved TCSO contract renewal documents for Majors approval. (closed item)
  - Working on vendors for web hosting and management of web site with Committee. (open item)
  - Working with STR & consultants regarding remaining punch list items. (open item)
  - Working with TCSO Coordinator regarding a parking concern in The Lakes due to resident complaints.
  - Attend new facility construction meetings as needed.
  - Requested the TCSO deputies hired by NT MUD keep an eye out four wheelers using the parks and trails in the evenings and weekends on 3/22/22. (ongoing)
  - Working with New Facility Construction subcommittee and various consultants regarding office, pavilions, and equipment projects. (in progress)

Page 1 of 1

# Northtown MUD

NOTES	ADDRESS	DATE NOTIFIED	DUOTO	NS SENT A COUF	LIEST CARD	
NO 1ES	ADDRESS	DATE NOTIFIED	PHOTO	15 DAY CHECK	ATTORNEY	VIOLATION
	14908 Antique Finish	11/1/2023	N			Dullen Verier Ld.
	13708 Cambourne	11/7/2023	N			Bulky; Various debris must be stored out of view
· · · · · · · · · · · · · · · · · · ·	13722 Cambourne	10/23/2023				Various debris must be stored out of view
	13917 Conner Downs		N			Fence/gate is in a state of disrepair
		11/17/2023	N			Bulky; Various debris must be stored out of view
	14012 Conner Downs	11/17/2023	N			Lawn is overgrown and in need of maintenance
	1501 Darjeeling	11/17/2023	N			Lawn overgrown 2. Fence/gate disrepair
	932 Friendship Quilt	11/7/2023	N			Lawn overgrown 2. Fence/gate disrepair
·	13719 Greinert	11/1/2023	N			Bulky; Various debris must be stored out of view
	14416 Harcourt House	11/7/2023	N			Fence/gate is in a state of disrepair
	14609 Hyson Crossing	11/1/2023	N			Lawn is overgrown and in need of maintenance
	14616 Hyson Crossing	11/1/2023	N			Various debris must be stored out of view
	14700 Hyson Crossing	11/1/2023	N			1. Lawn overgrown 2. Various debris in view
	14805 Hyson Crossing	11/1/2023	N			Bulky; Various debris must be stored out of view
	13719 Lampting	11/7/2023	N			Lawn is overgrown and in need of maintenance
	13721 Lampting	11/7/2023	N			Lawn is overgrown and in need of maintenance
***	13730 Lampting	11/7/2023	N		M ************************************	Lawn is overgrown and in need of maintenance
	13701 Letti	11/7/2023	N			Lawn is overgrown and in need of maintenance
***************************************	13713 Letti	11/7/2023	N			Lawn is overgrown and in need of maintenance
	13620 Merseyside	11/1/2023	N			1. Lawn overgrown 2. Various debris in view
	13710 Merseyside	11/1/2023	N			Lawn is overgrown and in need of maintenance
	14010 Merseyside	11/1/2023	N			Bulky; Various debris must be stored out of view
	13908 Randalstone	11/17/2023	N			Lawn is overgrown and in need of maintenance
	14401 Spearmint Tea	11/1/2023	N			Bulky; Various debris must be stored out of view
	401 Tudor House	11/17/2023	N			Lawn is overgrown and in need of maintenance
**************************************	1521 Tudor House	11/7/2023	N			Bulky; Various debris must be stored out of view
	The second secon	CONTI	NI IING VI	OLATIONS SENT	T A LETTED	
NOTE	ADDRESS	DATE NOTIFIED				VIOLATION
				10 D/ (1 OHLOK	MIDINIL	VIOLATION
	1601 Lady Grey	9/15/2023	Υ			Trailer parked in view 2. Boat parked in view
	14025 Maricella	9/11/2023	Υ	The state of the s		Various debris must be stored out of view
	13904 Merseyside	10/23/2023	Υ			Debris sin view 2. Trailer parked in view of street
	917 Sally Lunn	10/23/2023	Y			Rear; Fence/gate is in a state of disrepair
	401 Tudor House	10/16/2023	Υ			Lawn overgrown 2. Trach cans in view

### Northtown MUD

	632 Tudor House	10/23/2023	Y			1. Various debris in view 2. Lawn overgrown 3. Trash
						cans in view
		CONT	INITUNIC V	│ ∕IOLATIONS SENT	TO LECAL	
NOTE	ADDRESS			15 DAY CHECK		VIOLATION
TIO IL	ADDINESS	DATE NOTHIED	FIIOTO	13 DAT CHECK	ATTORNET	VIOLATION
OR THE STATE OF TH	802 Dawlish	4/26/2022	Υ	Same	6/28/2022	Fence/gate is in disrepair 2, Debris in view
	13716 Greinert	8/24/2023	Ý	Same	10/10/2023	
	921 Grey Castle	9/23/2023	Y	Same	11/2/2023	Lawn is overgrown and in need of maintenance
	13729 Lampting	7/25/2023	Y	Ext. 8/31/23	11/2/2023	Lawn is overgrown and in need of maintenance
monitor	13910 Lampting	6/13/2023	Y	Ext-8/31/23	7/31/2023	Trailer parked in view 2. Various debris in view
	15107 Lantern	9/15/2023	Y	Same	11/2/2023	Bulky; Various debris must be stored out of view
	13721 Merseyside	9/23/2023	Y	Same	11/9/2023	Trailer parked in view of street
monitor	1324 Peppermint	11/12/2022	Υ	Same	12/27/2022	Trailer parked in view
white Ford truck no LP	909 Rocking Spur	12/30/2022	Υ	Same	3/1/2023	Derelict vehicle on jacks parked in view
	609 Tudor House	8/19/2023	Υ	Same	9/28/2023	Lawn overgrown 2. Trach cans in view
	14912 Valerian Tea	9/23/2023	Y	Same	11/16/2023	Various debris in view 2. Trash cans in view
				The second secon		
SPT TO SET AND A COLUMN AND A C				RESOLVED		
NOTE	ADDRESS	DATE NOTIFIED	PHOTO	10 DAY CHECK	ATTORNEY	VIOLATION
	13705 Cambourne	10/11/2023	N			Bulky; Various debris must be stored out of view
	13712 Cambourne	9/23/2023	Υ			Various debris must be stored out of view
	13802 Cambourne	10/11/2023	N			Bulky; Various debris must be stored out of view
PROFESSIONAL PROFESSION CONTRACTOR CONTRACTO	1621 Darjeeling	10/16/2023	N			Bulky; Various debris must be stored out of view
	1624 Darjeeling	9/15/2023	Y			1. Trailer parked in view 2. Various debris in view
	809 Friendship Quilt	9/15/2023	Υ	The particular and the same of		Various debris must be stored out of view
	13902 Greinert	9/25/2023	Υ			Various debris must be stored out of view
	13920 Greinert	10/16/2023	N			Lawn is overgrown and in need of maintenance
red GMC truck	13904 Lampting	8/31/2023	Y			1. Vehicle on lawn 2. Various debris in view
	13904 Lampting	10/16/2023	N			Lawn is overgrown and in need of maintenance
	13910 Lampting	8/31/2023	Υ			Various debris & wood in front of garage doors
	14000 Lampting	10/16/2023	N			Bulky; Various debris must be stored out of view
	14032 Lampting	10/16/2023	N			Bulky; Various debris must be stored out of view
	14817 Lantern	10/11/2023	N			Lawn is overgrown and in need of maintenance
What is	13703 Letti	10/11/2023	N			Lawn is overgrown and in need of maintenance

### Northtown MUD

black Honda Accord LP# CRC 8741 & black Acura LP#CRC	13902 Lothian	9/11/2023	Y	Same	11/2/2023	1. Derelict vehicle w/flat tires parked in view 2. Lawn
8741.						overgrown
	13704 Merseyside	10/23/2023	N	100		Lawn is overgrown and in need of maintenance
	13802 Merseyside	10/23/2023	N			Trailer parked in view of street
	1116 Orange Pekoe	10/23/2023	N			Various debris must be stored out of view
	13806 Randalstone	10/11/2023	N	THE OWNER OF THE PROPERTY OF THE PROPERTY OF THE SEASON ASSESSMENT		Bulky; Various debris must be stored out of view
	13812 Randalstone	9/5/2023	Y			1. Lawn overgrown 2. Various debris in view
	13905 Randalstone	9/5/2023	Y			Bulky; Various debris must be stored out of view
The state of the s	13920 Randalstone	10/11/2023	N			1. Lawn overgrown 2. Various debris in view
	1217 Sleepytime	10/16/2023	N			Lawn is overgrown and in need of maintenance
	1400 Sleepytime	10/16/2023	N			Lawn is overgrown and in need of maintenance
and the second control of the second control	1001 Sweet Leaf	10/23/2023	N	***************************************		1. Lawn overgrown 2. Fence/gate disrepair
	400 Tudor House	10/23/2023	N			Lawn is overgrown and in need of maintenance
And the second s	516 Tudor House	9/23/2023	N			Lawn is overgrown and in need of maintenance
	616 Tudor House	9/23/2023	N			Bulky; Various debris must be stored out of view
	14905 Valerian Tea	9/23/2023	Υ			Lawn is overgrown and in need of maintenance

3 Mona Oliver

# WildFlower

				NT A COURTES		
NOTES	ADDRESS	DATE NOTIFIED	PHOTO	15 DAY CHECK	ATTORNEY	VIOLATION
**************************************						
	13708 Golden Flax	11/15/2023	N			Front various debris in view
N-W-1000	13725 Golden Flax	10/27/2023	N			1. Lawn overgrown 2. Mow back area
	13800 Golden Flax	10/27/2023	N			Lawn overgrown and in need of maintenance
Market and the second s	13817 Golden Flax	11/3/2023	N			1. Lawn overgrown 2. Mow back area
	13917 Golden Flax	11/10/2023	N			1. Front various debris in view 2. Lawn overgrown 3. Mow back area
	14022 Golden Flax	11/3/2023	N			Rear various debris in view
	14034 Golden Flax	11/15/2023	N			Rear fence/gate is in a state of disrepair
	128 Segovia	10/27/2023	N			Lawn overgrown and in need of maintenance
	153 Segovia	11/9/2023	N			Lawn overgrown and in need of maintenance
	157 Segovia	11/3/2023	N	7		Rear bulky debris in view
	209 Segovia	11/3/2023	N	The state of the s		Rear bulky debris in view
	13722 Spring Heath	11/3/2023	N			Front fence/gate is in a state of disrepair
	13731 Spring Heath	11/15/2023	N			Front various debris in view
	13800 Spring Heath	11/3/2023	N			1. Lawn overgrown 2. Rear fence/gate disrepair
	13805 Spring Heath	10/27/2023	N			1. Lawn overgrown 2. Mow back area
	13812 Spring Heath	11/9/2023	N			1. Lawn overgrown 2. Mow back area
blue Mustang LP#PTN 0526	107 Star Flower	10/27/2023	N	The second secon		Front bulky debris
	132 Wild Senna	10/20/2023	N			Front various debris in view
***************************************	133 Wild Senna	11/3/2023	N			1. Lawn overgrown 2. Mow back area
	213 Wild Senna	11/9/2023	N			Rear bulky debris in view
	216 Wild Senna	10/27/2023	N		***	1. Lawn overgrown 2. Front & rear fence/gate disrepair
	317 Wild Senna	11/15/2023	N			Rear fence/gate is in a state of disrepair
	320 Wild Senna	10/27/2023	N			Mow back area by parking pad
	209 Wild Senna West	11/15/2023	N			Lawn overgrown and in need of maintenance
***************************************			VIOLATI	ONS SENT A LET	ITER	
NOTE	ADDRESS	DATE NOTIFIED				VIOLATION
	126 Blue Flax	10/14/2023	Υ			Rear fence/gate disrepair     4. Mow back area
	118 Mist Flower	10/20/2023	Υ			Rear fence/gate disrepair 2. Mow back area
	101 Segovia	10/20/2023	Υ			Rear fence/gate is in a state of disrepair
	13705 Spring Heath	10/14/2023	Υ			Front various debris in view

### WildFlower

		CONTINUING VIO	LATIONS	NOT RESOLVE	O - SENT TO	ATTORNEY
NOTE	ADDRESS	DATE NOTIFIED	PHOTO	15 DAY CHECK	ATTORNEY	VIOLATION
			***************************************			
	114 Blue Flax	2/11/2023	Υ	Same	3/31/2023	Rear fence/gate is in a state of disrepair
	13901 Golden Flax	8/22/2023	Y	Same	10/12/2023	Rear fence/gate is in a state of disrepair
	105 Segovia	6/8/2020	Υ	Same	12/2/2022	1. Lawn overgrown 2. Mow back area by parking pad 3.
						Rear fence disrepair
	141 Segovia	7/18/2023	Υ	Same	9/6/2023	2. Front bulky debris in view
	127 Star Flower	9/18/2020	Υ	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
	200 Wild Senna West	7/18/2023	Y	Ext 11/15/23	9/7/2023	Rear fence/gate is in a state of disrepair
blue Dodge Nitro	214 Wild Senna West	8/11/2020	Υ	Same	10/2/2020	1. Front fence/gate disrepair 2. Lawn maintenance 3.
LP# NJX 912						Derelict vehicle w/flat tire parked in view.
······································				RESOLVED	7	
NOTE	ADDRESS	DATE NOTIFIED	РНОТО	15 DAY CHECK		VIOLATION
- Made National Control of the Contr	100 BL EL	10/1/1/0000				
	126 Blue Flax	10/14/2023	N		***************************************	Lawn overgrown 3. Trash cans in view
	133 Blue Flax	9/28/2023	N			Lawn overgrown and in need of maintenance
	14018 Golden Flax	10/10/2023	Y			Rear fence/gate disrepair
	14025 Golden Flax	10/14/2023	N			Lawn overgrown 2. Mow back area
	14034 Golden Flax	10/4/2023	N			Lawn overgrown and in need of maintenance
de frances and the formation of the frances of the frances of the formation of the formatio	14038 Golden Flax	9/18/2023	Υ			Lawn overgrown and in need of maintenance
	14041 Golden Flax	9/28/2023	N			Lawn overgrown and in need of maintenance
	14046 Golden Flax	9/28/2023	N			Lawn overgrown and in need of maintenance
	101 Segovia	9/18/2023	Y			1. Rear various debris in view 2. Trash cans in view
	113 Segovia	9/28/2023	N			Rear bulky debris in view
	201 Segovia	9/18/2023	N			Front various debris in view
	217 Segovia	10/14/2023	N			Lawn overgrown 2. Mow back area
	13828 Spring Heath	10/4/2023	N			Lawn overgrown and in need of maintenance
	13832 Spring Heath	9/13/2023	N			Rear fence/gate is in a state of disrepair
	114 Star Flower	10/4/2023	N			Front various debris in view
	126 Star Flower	10/14/2023	N			1. Lawn overgrown 2. Mow back area
	104 Wild Senna	10/14/2023	N			1. Lawn overgrown 2. Mow back area
	129 Wild Senna	9/28/2023	N			Rear bulky debris in view
	110 Wild Senna West	7/18/2023	Υ	Same	9/7/2023	1. Rear fence/gate disrepair
	303 Wild Senna West	9/28/2023	N			Lawn overgrown and in need of maintenance

2

Address	Violation	NT First Notice Letter	A & B Final Notice	Notice of Impending Litigation	A & B Special Final Notice	Suit Filed	Contempt Letter	Status
14025 Maricella Lane	Debris in view	10/12/2023	11/9/2023					Deadline for compliance is as of 11/24/2023
214 Wild Senna Drive	Derelict and unregistered vehicle, lawn in need of maintenance, fence in disrepair	12/11/2019	1/3/2020	2/5/2020 8/31/2023	3/18/2020			Deadline for compliance for SECOND NOIL is as of 9/15/2023
214 Wild Senna Drive	Fence in disrepair, lawn in need of maintenance	9/15/2020	10/26/2020	8/31/2023				Deadline for compliance is as of 9/15/2023
1324 Peppermint Trail	Trailer in view	12/1/2022	12/28/2022	1/24/2023	2/27/2023 4/6/2023			Deadline for compliance for SECOND Special Final Notice is as of 4/20/2023 *Monitoring*
141 Segovia Way	Debris in view	8/14/2023	9/7/2023	10/5/2023	10/26/2023			Deadline for compliance is as of 11/9/2023
200 Wild Senna Drive	Fence/ gate in disrepair	8/14/2023	9/7/2023			,		Deadline for compliance is as of 11/15/2023

### NORTHTOWN MUNICIPAL UTILITY DISTRICT RESTRICTIVE COVENANT VIOLATIONS – NOVEMBER 2023

Address	Violation	NT First Notice Letter	A & B Final Notice	Notice of Impending Litigation	A & B Special Final Notice	Suit Filed	Contempt Letter	Status
13910 Lampting Drive	Debris in view, trailer in view	6/10/2023	8/1/2023	10/31/2023				Deadline for compliance is as of 11/15/2023
609 Tudor House Road	Lawn in need of maintenance; trash cans in view	9/7/2023	9/29/2023	10/19/2023	11/13/2023			Deadline for compliance for Special Final Notice is as of 11/27/2023
13716 Greinert Drive	Fence in disrepair; debris in view, trash cans in view	9/14/2023	10/11/2023	11/3/2023				Deadline for compliance is as of 11/18/2023
13901 Golden Flax Trail	Fence in disrepair	9/15/2023	10/13/2023	11/7/2023				Deadline for compliance is as of 11/22/2023
921 Grey Castle Drive	Lawn in need of maintenance	10/12/2023	11/3/2023					Deadline for compliance is as of 11/18/2023
15107 Lantern Drive	Debris in view, trash cans in view	10/12/2023	11/3/2023					Deadline for compliance is as of 11/18/2023
13729 Lampting Drive	Lawn in need of maintenance	10/12/2023	11/3/2023					Deadline for compliance is as of 11/18/2023

# NORTHTOWN MUNICIPAL UTILITY DISTRICT RESTRICTIVE COVENANT VIOLATIONS LAWSUITS – NOVEMBER 2023

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

### NORTHTOWN MUNICIPAL UTILITY DISTRICT RESTRICTIVE COVENANT VIOLATIONS – NOVEMBER 2023

Address	Violation	NT First Notice Letter	A & B Final Notice	Notice of Impending Litigation	A & B Special Final Notice	Suit Filed	Contempt Letter	Status
13721 Merseyside Drive	Trailer in view	10/18/2023	11/13/2023					Deadline for compliance is as of 11/28/2023
14912 Valerian Tea Drive	Debris in view, trash cans in view	10/18/2023	11/17/2023					Deadline for compliance is as of 12/2/2023

# District Manager Monthly Expense Approvals

\$5000.00 per month - Approval by BOD 10-25-23 Emergency \$2000.00 per month w/1 director notified - Approved by BOD 4-28-15

	OFFICE PURCHASES		
DATE	ITEM	PURPOSE	AMOUNT
10/3/23	Pottled water (45) commence (500) Plusia		
	Bottled water (45), copy paper (500), Plastic plates,	Restock	\$91.35
10/10/23	Business cards for Sam	Promotion	\$124.40
10/11/23	Printer head, file folders	Replace & Restock	\$134.91
10/17/23	Card holder	New for Sam	\$22.90
10/24/23	Clip holders	Organize	\$9.93
10/27/23	Holiday wreaths (2), wreath hangers (2)	Work envionment enhancement	\$111.92
	Subtotal		<u>\$495.41</u>
	PARKS & MAINTENANCE PURCHASES		
DATE	ITEM	PURPOSE	AMOUNT
10/2/23	Diesel Fuel	ATV's	\$120.00
10/3/23	Paper towels (15), trash bags, toilet paper (90 ct), packing tape (9)	Restock	\$120.00
10/11/23	HEB Gift card	Fuel	\$50.00
10/17/23	Loppers (2), liquid nails, garden hose	Restock	\$113.68
10/23/23	Diesel Fuel	ATV's	
10/24/23	Tool bag, sweeper, gloves (2), chainsaw chains (2), wasp spray (2), trash bags (10), trash picker, expandable duster, toilet paper (18)	Repairs and restock	\$120.00 \$484.95
10/30/23	Uniform winter coats (3), beanies (5)	Sever weather protection	\$279.92
14	Subtotal		<i>\$1,289.89</i>
	Grand Total for the Month		\$1,785.30

# District Manager Monthly Expense Approvals

\$5000.00 per month - Approval by BOD 10-25-23
Emergency \$2000.00 per month w/1 director notified - Approved by BOD 4-28-15

	OFFICE PURCHASES		
DATE	ITEM	PURPOSE	AMOUNT
11/3/23	Stamps (2 rolls)	Mail	\$132.00
	Subtotal		<u>\$132.00</u>
	PARKS & MAINTENANCE PURCHASES		
DATE	ITEM	PURPOSE	AMOUNT
11/1/23	Mount ATV tires (2) & disposal fee	Replace ATV tires	\$76.00
11/7/23	Mutt Mitts (3 cases), locking key box, compression outlet valve	Restock, organize and repair	\$434.85
11/8/23	Overhead cam generator engine, oil control switch	Repair gas generator	\$59.49
11/8/23	Diesel Fuel	ATV's	\$120.00
11/9/23	"No Fireworks on District Parks and Trails" signs (10)	Prevent fireworks on Holidays	\$169.90
11/10/23	HEB Gift card	Fuel	\$50.00
	Subtotal		\$910.24
	Grand Total for the Month		\$1,042.24

# 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
2/22/22	nay namerillharran yarasidi saariidh akendas "kiddhillharadasa rebum.		11004							
2/23/23	4/14/23	C. Foster	#001	Pav	<u>In</u>	\$25.00	\$100.00		Requested refund from B&D 4/20/23	\$100.00
4/14/23	4/30/23	A. Richardson	#002	Pav	ln	\$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	10/11/23	H. Nguyen	#007	Pav	Out	\$100.00	\$200.00		Requested refund from B&D 10/12/23	\$200.00
8/31/23	9/10/23	H. Masters	#012	Pav	ln	\$25.00	\$100.00		Requested refund from B&D 9/14/23	\$100.00
9/1/23	10/8/23	K. Bailey	#013	Pav	In	\$25.00	\$100.00		Requested refund from B&D 10/12/23	\$100.00
9/22/23	10/7/23	C. Bonavida	#014	Pav	In	\$25.00	\$100.00		Requested refund from B&D 10/12/23	\$100.00
10/13/23	11/1/23	<b>NADGT National</b>	#008	Disc Golf	Out	\$300.00	\$100.00		Requested refund from B&D 11/6/23	\$100.00
10/13/23	11/2/23	NADGT National	<b>-</b> #009	Disc Golf	Out	\$300.00	\$100.00		Requested refund from B&D 11/6/23	\$100.00
10/13/23	11/3/23	<b>NADGT</b> National		Disc Golf	Out	\$300.00	\$100.00		Requested refund from B&D 11/6/23	\$100.00
10/13/23	11/4/23	NADGT National	#011	Disc Golf	Out	\$300.00	\$100.00		Requested refund from B&D 11/6/23	\$100.00
10/13/23	11/1/23	NADGT National	#015	Pav	Out	\$100.00	\$200.00		Requested refund from B&D 11/6/23	\$200.00
10/13/23	11/2/23	NADGT National	#016	Pav	Out	\$100.00	\$200.00		Requested refund from B&D 11/6/23	\$200.00
10/13/23	11/3/23	NADGT National	#017	Pav	Out	\$100.00	\$200.00		Requested refund from B&D 11/6/23	\$200.00
10/13/23	11/4/23	NADGT National	#018	Pav	Out	\$100.00	\$200.00		Requested refund from B&D 11/6/23	\$200.00
			Presidenti in 1980 il describi di constituti							
	HAM VOSTA des atables (video adapte e mos escentes a secondo con escentes a secondo a	Total Incom	ie =			\$2,075.00				poliphorens i consecuente de la consecuencia della del

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

### texasdisposal.com

### Northtown MUD 2023 - Quarterly Operations Reports

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

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

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

	Fourth Quarter 2023								
Month	Bulky Pick Ups	Misses	Courtesy Clean Ups	Cart DEL	Cart Swaps	Cart TERMS			
October	42	5	4	21	23	2			
November									
December						1			
Totals	42	5	4	21	23	2			

2023						142,-1
TOTALS	584	91	114	238	234	81

### Northtown- 2023 Operations Report October

### Courtesy Pick-ups

CUST#	CUST NAME		ADDRESS	DATE	ACTION	W/O#
71263	COLEMAN	928	MELTED CANDLE	10/6/2023	96G RECY CLEANUP	7487345
71264	MILLER	929	MELTED CANDLE	10/20/2023	96G RECY CLEANUP	7516856
71476	RAMOS	113	SEGOVIA	10/20/2023	96G TRASH CLEANUP	7525440
72073	KINARD	811	CRIEFF CROSS	10/27/2023	96G TRASH CLEANUP	7531474

#### **Bulky Waste**

CUST #	CUST NAME		ADDRESS	DATE	ACTION	W/O#
61270	HERNANDEZ	14908	ANTIQUE FINISH	10/27/2023	BULKY WASTE SRVC	7530837
61306	RUSSELL	14621	LANTERN	10/13/2023	BULKY WASTE SRVC	7518444
61737	HEINS	1004	ANTIQUE HERITAGE	10/6/2023	BULKY WASTE SRVC	7512265
61763	JOHNSON-GUTI	13605	CAMBOURNE	10/6/2023	BULKY WASTE SRVC	7505563
61815	SAENZ	804	BURNSALL GATES	10/6/2023	BULKY WASTE SRVC	7507646
61824	LECHUGA	13909	CAMBOURNE	10/13/2023	BULKY WASTE SRVC 6CY	7522926
68317	MOFFATT	13741	LAMPTING	10/6/2023	BULKY WASTE SRVC	7512431
68781	BRERETON	1209	BATTENBURG	10/20/2023	BULKY WASTE SRVC	7526553
68781	BRERETON	1209	BATTENBURG	10/27/2023	BULKY WASTE SRVC	7534880
71249	AGUILAR	14045	MARICELLA	10/6/2023	BULKY WASTE SRVC 6CY	7507678
71259	PORTER	917	MELTED CANDLE	10/6/2023	BULKY WASTE SRVC	7513360
71293	DUECKER	13914	MERSEYSIDE	10/6/2023	BULKY WASTE SRVC	7506794
71376	FLORES	15004	PLOWSHARE	10/27/2023	BULKY WASTE SRVC	7534041
71413	ALVAREZ	13806	RANDALSTONE	10/13/2023	BULKY WASTE SRVC	7519545
71481	UNSELL	124	SEGOVIA	10/6/2023	BULKY WASTE SRVC	7513786
71622	WOODFIN	1200	STAPLE	10/13/2023	BULKY WASTE SRVC	7516686
71728	АМАУА	1321	TUDOR HOUSE	10/6/2023	BULKY WASTE SRVC	7505440
72064	HELMERS	14013	CONNER DOWNS	10/6/2023	BULKY WASTE SRVC	7512375
72669	PEREZ	912	SALLY LUNN	10/13/2023	BULKY WASTE SRVC	7521684
73588	TYLER	420	TUDOR HOUSE	10/20/2023	BULKY WASTE SRVC	7525433
74342	ROBERTS	405	TUDOR HOUSE	10/6/2023	BULKY WASTE SRVC	7504561
78153	ROSS	1405	SWEET LEAF	10/3/2023	BULKY WASTE SRVC	7505682
86288	PEREZ	1100	SWEET LEAF	10/13/2023	BULKY WASTE SRVC	7518133
89319	WESTOVER	14401	SPEARMINT TEA	10/27/2023	BULKY WASTE SRVC	7536081
94427	HERN	1316	PEPPERMINT	10/6/2023	BULKY WASTE SRVC	7505513
96579	LOFTIN	13700	HARRIS RIDGE	10/27/2023	BULKY WASTE SRVC	7535961
98078	WOMACK	14109	HARRIS RIDGE	10/20/2023	BULKY WASTE SRVC	7526532
99757	KOTORA	14301	LEMONGRASS	10/6/2023	BULKY WASTE SRVC	7506254
100964	RICHARD	1709	GOLDEN SUNRISE	10/3/2023	BULKY WASTE SRVC	7484719
100964	RICHARD	1709	GOLDEN SUNRISE	10/6/2023	BULKY WASTE SRVC 2 OF 2	7506582
106477	MOODY	1505	TEA LEAF	10/20/2023	BULKY WASTE SRVC	7525570
107385	ESCALERA	1624	TEA LEAF	10/27/2023	BULKY WASTE SRVC	7535857
110275	WELCH	1701	TEA LEAF	10/27/2023	BULKY WASTE SRVC	7537879
112758	MOORE	1509	FERN RIDGE	10/20/2023	BULKY WASTE SRVC 6CY	7526985

116867	SHAW	1516	MORNING MIST	10/13/2023	BULKY WASTE SRVC	7517897
121445	JANSHEN	14216	NARUNA	10/6/2023	BULKY WASTE SRVC	7505047
129396	ROSE	14513	SPEARMINT TEA	10/6/2023	BULKY WASTE SRVC	7513831
129546	GARCIA	15201	VALERIAN TEA	10/27/2023	BULKY WASTE SRVC	7535443
139614	HOUSTON	821	BETHEL	10/6/2023	BULKY WASTE SRVC	7513237
142782	OCANA	904	BETHEL	10/6/2023	BULKY WASTE SRVC	7507609
248036	LINH	304	LEMON LIGHT	10/6/2023	BULKY WASTE SRVC	7505403
306248	ISOLA OSOBU	14602	JEFFERSON CRAIG	10/27/2023	BULKY WASTE SRVC	7533221

### Missed Pick-ups

CUST#	<b>CUST NAME</b>		ADDRESS	DATE	ACTION	W/O#
71264	MILLER	929	MELTED CANDLE	10/10/2023	96G TRASH MISS	7516855
71550	NGUYEN	1328	SLEEPYTIME	10/10/2023	96G TRASH MISS	7516246
71733	HERRERA	901	TUDOR HOUSE	10/24/2023	96G TRASH MISS	7534538
75088	LOGAN	905	TUDOR HOUSE	10/24/2023	96G TRASH MISS	7533540
85776	RIVERA	1729	DARJEELING	10/10/2023	96G TRASH MISS	7516815

### **Cart Deliveries**

CUST #	CUST NAME		ADDRESS	DATE	ACTION	W/O#
61731	HP TEXAS	15017	ANTIQUE FINISH	10/31/2023	96G RES TRASH CART DLVR	7551831
71472	LECHUGA	101	SEGOVIA	10/13/2023	96G RES TRASH CART DLVR	7521372
71754	PETAIA	916	TWISTED FENCE	10/10/2023	96G RES RECY CART DLVR	7514810
307657	MICHEL	14407	JACKSON BROWNING	10/10/2023	96G RES TRASH CART DLVR	7516338
307657	MICHEL	14407	JACKSON BROWNING	10/10/2023	96G RES RECY CART DLVR	7516338
308066	PEACOCK	14504	JEFFERSON CRAIG	10/20/2023	96G RES TRASH CART DLVR	7531112
308066	PEACOCK	14504	JEFFERSON CRAIG	10/20/2023	96G RES RECY CART DLVR	7531112
308157	PAL	14506	JACKSON BROWNING	10/24/2023	96G RES TRASH CART DLVR	7534430
308157	PAL	14506	JACKSON BROWNING	10/24/2023	96G RES RECY CART DLVR	7534430
308238	DELANEY	14513	JACKSON BROWNING	10/27/2023	96G RES TRASH CART DLVR	7537790
308238	DELANEY	14513	JACKSON BROWNING	10/27/2023	96G RES RECY CART DLVR	7537790
308278	PORTILLO	14512	JACKSON BROWNING	10/27/2023	96G RES TRASH CART DLVR	7538920
308278	PORTILLO	14512	JACKSON BROWNING	10/27/2023	96G RES RECY CART DLVR	7538920
308281	LISLE	14515	JACKSON BROWNING	10/27/2023	96G RES TRASH CART DLVR	7538957
308281	LISLE	14515	JACKSON BROWNING	10/27/2023	96G RES RECY CART DLVR	7538957
308287	THAKAR	14608	JACKSON BROWNING	10/27/2023	96G RES RECY CART DLVR	7539042
308287	THAKAR	14608	JACKSON BROWNING	10/27/2023	96G RES TRASH CART DLVR	7539042
308413	AVADHANAM	601	LOGAN JAMES	10/31/2023	96G RES TRASH CART DLVR	7552553
308413	AVADHANAM	601	LOGAN JAMES	10/31/2023	96G RES RECY CART DLVR	7552553
307655	DO NOT USE DU	913	WATSON WAY	10/10/2023	96G RES TRASH CART DLVR	7516323
307655	DO NOT USE DU	913	WATSON WAY	10/10/2023	96G RES RECY CART DLVR	7516323

### **Cart Swaps**

CUST #	CUST NAME	ADDRESS	DATE ACTION	ON W/O#
				1 10,011

61240	IBARRA	14421	ALDERMINSTER	10/6/2023	SWAP 9T CART FOR SAME	7477925
61272	MOJICA	14916	ANTIQUE FINISH	10/20/2023	SWAP 9T CART FOR SAME	7528616
61759	HILLER	902	ANTIQUE HERITAGE	10/6/2023	SWAP 9Y CART FOR SAME	7469709
61880	MILLER	13805	CEYLON TEA	10/6/2023	SWAP 9T CART FOR SAME	7479936
69840	MCKINLEY	604	BATTENBURG	10/13/2023	SWAP 9T CART FOR SAME	7522421
69945	GUITERREZ	1109	GREY CASTLE	10/6/2023	SWAP 9T CART FOR SAME	7490262
69945	GUITERREZ	1109	GREY CASTLE	10/0/2023	SWAP 9T CART FOR SAME	7516451
69963	ARIEGA	14604	GINSENG	10/6/2023	SWAP 9T CART FOR SAME	
70632	PEREZ	905	FRIENDSHIP QUILT	10/0/2023	SWAP 9T CART FOR SAME	7475713
72070	YEPEZ BOBADILI		CRIEFF CROSS	10/6/2023		7522646
74428	RAMOS	517	TUDOR HOUSE		SWAP 9Y CART FOR SAME	7486067
74706				10/6/2023	SWAP 9Y CART FOR SAME	7469719
	ANSOHN	14905	HYSON	10/20/2023	SWAP 9T CART FOR SAME	7524256
76131	PORTILLO	15012	HYSON	10/13/2023	SWAP 9T CART FOR SAME	7516470
87674	LUNA	1425	LADY GREY	10/20/2023	SWAP 9Y CART FOR SAME	7518228
88131	SALAZAR	1609	LADY GREY	10/27/2023	SWAP 9T CART FOR SAME	7533722
88235	CAPADO SANDO	1601	LADY GREY	10/13/2023	SWAP 9T CART FOR SAME	7516272
89497	MILLER	1516	WHITTARD OF CHELSE	10/6/2023	SWAP 9T CART FOR SAME	7513970
89497	MILLER	1516	WHITTARD OF CHELSE	10/13/2023	SWAP 9T CART FOR SAME	7522700
94035	REBMAN	1605	LADY GREY		SWAP 9T CART FOR SAME	7538732
106477	MOODY	1505	TEA LEAF		SWAP 9T CART FOR SAME	7525586
116381	REYES, KIM	801	JANE AUSTEN			7533004
122389	MATTHEW	1616	MORNING MIST			7533211
130138	HOGAN	924			SWAP 9Y CART FOR SAME	7503925
					· · · · · · · · · · · · · · · · · · ·	

### **Cart Terms**

CUST#	CUST NAME		ADDRESS	DATE	ACTION	W/O#
71742	SMITH	14713	EARL GREY	10/20/2023	CART 9Y TERM	7516437
123866	FRANKLIN	14516	CHARLES DICKENS	10/6/2023	CART 9T TERM	7487323



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

# texasdisposal.com

# Northtown MUD Trash and Recycle Weight Report

Northtown IVIC	rash and Recycle Weight טנ 2023	Keport
1st Quarter 2023	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	227.59	40.49
September	282.34	40.10
Total Tonnage for 3rd Qtr	735.14	130.51
4th Quarter 2023		
Month	Estimated Trash Tonnage	Estimated Recycle Tonnage
October	236.90	47.97

Month	Estimated Trash Tonnage	<b>Estimated Recycle Tonnage</b>
October	236.90	47.97
November	2 1	
December		

**Total Tonnage for 4th Qtr** 236.90 47.97

Total Yearly Tonnage 2023	2509.43	387.34

# Northtown MUD - October 2023

### **Estimated Trash Weights**

				Tonnage
Date	Truck #	Route	Ticket #	on Route
10/6/2023	41125	A429	3183243	10.86
10/6/2023	41130	A431	3183327	14.14
10/6/2023	41150	A430	3183375	14.13
10/6/2023	41128	A428	3183399	14.4
10/6/2023	41150	A430	3183564	5.3
10/6/2023	41125	A429	3183567	12.42
10/6/2023	41130	A431	3183570	9.09
10/6/2023	41128	A428	3183579	5.84
10/13/2023	41130	A431	3187291	12.44
10/13/2023	41125	A429	3187341	13.55
10/13/2023	41131	A430	3187347	12.88
10/13/2023	41128	A428	3187460	14.12
10/13/2023	41130	A431	3187553	9.84
10/13/2023	41125	A429	3187578	7.79
10/13/2023	41131	A430	3187599	6.76
10/13/2023	41128	A428	3187605	5.52
10/20/2023	41125	A429	3191147	9.21
10/20/2023	44078	A430	3191367	12.93
10/20/2023	41122	A431	3191385	13.49
10/20/2023	41125	A429	3191425	9.47
10/20/2023	41128	A428	3191440	12.25
10/20/2023	41128	A428	3191591	6.61
10/20/2023	44078	A430	3191597	8.86
10/27/2023	41125	A429	3194684	14.89
10/27/2023	44078	A430	3194726	12.71
10/27/2023	41130	A431	3194748	14.61
10/27/2023	41128	A428	3194767	14.22
10/27/2023	41128	A428	3194895	1.8
10/27/2023	41087	A430	3194898	10.66
10/27/2023	41130	A431	3194952	8.97
10/27/2023	41125	A429	3194955	6.49

Total Trash Tonnage	326.25

Total Northtown Containers /Total containers on all routes	3301 4546
% of Northtown containers in	
routes	72.61%
Total Tonnage	326.25
X % of Northtown containers in	
routes	72.61%
Estimated trash tonnage	236.90

				Tonnage
Date	Truck #	Route	Ticket #	on Route
10/6/2023	44088	A514	311538	5.27
10/6/2023	44089	A515	311561	5.07
10/6/2023	44088	A514	311576	5
10/6/2023	44089	A515	311577	0.91
			_	_
10/13/2023	41132	A514	312483	0.69
10/13/2023	41115	A514	312512	10.36
10/13/2023	41115	A514	312558	9.26
10/13/2023	44091	A514	312559	1.18
10/20/2023	41131	A515	313500	7.65
10/20/2023	41087	A514	313501	2.5
10/20/2023	44088	A514	313504	5.74
10/20/2023	42014	A514	313524	0.79
10/27/2023	41108	A514	314342	2.04
10/27/2023	41108	A514	314382	6.83
10/27/2023	41115	A514	314383	8.97

Total	Recycle	Tonnage

Total Northtown Containers /Total containers on all routes	3280 3892
% of Northtown containers in	
routes	84.28%
Total Tonnage	56.92
X % of Northtown containers in	
routes	84.28%
Estimated recycle tonnage	47.97

#### WATER SYSTEM MAINTENANCE AGREEMENT

This Water System Maintenance Agreement (this "<u>Agreement</u>") is entered into between Northtown Municipal Utility District (the "<u>District</u>") and Alterman, Inc., a Texas corporation (the "<u>Contractor</u>").

### **RECITALS**

The District desires to retain the Contractor to provide maintenance services to the District's water system, and the Contractor desires to provide such services to the District;

THEREFORE, for good and valuable consideration, the District and the Contractor agree as follows:

# ARTICLE I. SERVICES

- A. <u>Basic Services</u>. The Contractor agrees to perform the following services to the District's water well irrigation supply system for Fifty Acre Park, Wildflower Park, and Settlers Meadow Park as depicted on <u>Exhibits "A-1," "A-2," and "A-3,"</u> respectively (collectively, the "<u>System</u>"):
  - 1. Each Maintenance Visit.
    - a. Check electrical components for "Hot Spots".
    - b. Check that all four wells operate, and at what gallons per minute rate of flow.
    - c. Simulate water usage in the ground storage tank to verify that wells, booster pumps, and the pond valve will operate on and off at desired set points.
    - d. Test that the booster pump will ramp up and down based on discharge pressure.
    - e. Test that pond fill control valves and wells operate in the "Automatic" function when called by the probes.
    - f. Check voltage and amperage of motors.
    - g. Flush transducer lines.
    - h. Clean electrical panel and use dielectric insecticide.
    - i. Record findings and submit to the District.



- j. Lubricate motors and pumps as needed.
- 2. Semiannual Work.
  - a. Check condition of motors with megohmeter.
  - b. Test draw down rate of wells.
- B. <u>Labor and Materials</u>. The cost of labor and materials to repair or remedy any issues found during an inspection are not included in the compensation listed in Article II, Section A.1. below.
- C. <u>Supervision</u>. The Contractor will provide adequate supervision to ensure that all work is done in accordance with this Agreement and generally accepted good System maintenance practices.
- D. <u>First Responder</u>. The Contractor will take the steps necessary to establish itself as the first responder for the System's alarm auto-dialer.
- E. <u>Additional Services</u>. All work outside the express terms of this Agreement must have the prior written approval of the Board of Directors of the District (the "<u>Board</u>"). Additional Services include labor and materials to repair or remedy any issues found during an inspection. Charges for Additional Services must be submitted to the Board for approval prior to commencement of the work.

# ARTICLE II. COMPENSATION

### A. <u>Timing and Fees</u>.

- 1. The work described in Article I, Section A, will be provided by the Contractor for the lump sum of \$11,580.00. The Contractor will perform nine maintenance visits during the following months: December, February, April, May, June, July, August, September, and October.
- 2. The work described in Article I, Section E, will be provided by the Contractor at the Contractor's service call rates attached as **Exhibit "B"** with a ten percent(10%) discount on any materials used.
- B. <u>Invoicing</u>. All invoices for services performed during each month must be submitted to the District by 12:00 p.m., at least seven days before the date of the regular monthly Board meeting. The District will pay each invoice within ten days of the date of the regular monthly Board meeting at which the invoice is approved.

# ARTICLE III. INSURANCE

A. <u>Insurance</u>. Upon the full execution of this Agreement and prior to providing any services under this Agreement, the Contractor must furnish the District certificates of insurance and policies, including all endorsements, on forms acceptable to the District, confirming the following insurance coverage in at least the amounts set forth below and, except with respect to Worker's Compensation insurance, naming the District as an additional insured entitled to the full benefit of coverage:

(A)	Workers Compensation/ Employer's Liability	Statutory amounts as prescribed by law	
(B)	Commercial General Liability (occurrence basis).	\$1,000,000 (per occurrence) \$2,000,000 (aggregate) \$1,000,000 (products/ completed operations aggregate)	
(C)	Automobile Liability (occurrence basis), which policy must include liability arising out of the operation of owned and non-owned vehicles	\$1,000,000 (combined single limit)	
(D)	Excess/Umbrella Liability (above the actual amounts carried by the Contractor for the policies described in (a) (with respect to Employer's Liability), (b) and (c) above)	\$1,000,000 (per occurrence)	

Contractor'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  $\mathbf{B}++\mathbf{VII}$  or better. All insurance policies must provide that they may not be cancelled or modified

without 30 days' prior written notice to the District and that they are primary and noncontributory over any insurance that may be carried by the District.

CONTRACTOR AGREES TO WHOLLY INDEMNIFY. INDEMNITY. DEFEND, AND HOLD HARMLESS THE DISTRICT FROM ALL CLAIMS, LOSSES, EXPENSES, COSTS, PENALTIES, FINES, LOSSES, DAMAGES, AND LIABILITIES (INCLUDING REASONABLE ATTORNEYS' FEES AND LITIGATION EXPENSES) ARISING OUT OF DAMAGE TO PROPERTY, INJURY TO OR DEATH OF PERSONS (INCLUDING THE PROPERTY AND PERSONS OF THE PARTIES AND THEIR AGENTS, SERVANTS, CONTRACTORS, AND EMPLOYEES), OR LOSS OF USE OF PROPERTY, LOSS OF REVENUE OR OTHER ECONOMIC LOSSES ARISING FROM OR RELATING TO THE SERVICES TO BE PERFORMED BY CONTRACTOR UNDER THE OBLIGATIONS IN THIS PARAGRAPH APPLY THIS CONTRACT. WHETHER ALLEGED OR ACTUAL NEGLIGENT ACTS OR OMISSIONS OF THE DISTRICT CAUSED THE LOSS IN WHOLE OR IN PART. HOWEVER, IN THE EVENT OF ANY JOINT OR CONCURRENT LIABILITY BETWEEN THE DISTRICT AND THE CONTRACTOR, THE PARTIES AGREE THAT CONTRACTOR'S OBLIGATION HEREIN WILL BE REDUCED BY THE PERCENTAGE OF NEGLIGENCE OR FAULT APPORTIONED TO THE **DISTRICT.** THESE OBLIGATIONS INCLUDE, WITHOUT LIMITATION, CLAIMS BY CONTRACTOR'S CREW OR EMPLOYEES AGAINST THE DISTRICT.

# ARTICLE IV. MISCELLANEOUS

- A. <u>Term.</u> This Agreement will commence effective December 1, 2023 and remain in effect until November 30, 2024. The Contractor may terminate this Agreement by giving 90 days' prior written notice to the District. The District may terminate this Agreement at any time by giving 30 days' written notice to the Contractor.
- B. <u>Contract Addendum</u>. The Contractor agrees to comply with the terms of the Contract Addendum attached hereto as <u>Exhibit "C"</u>.
- C. <u>Assignment</u>. This Agreement may not be assigned by either party without the prior written consent of the other party.
- D. <u>Applicable Law</u>. This Agreement will be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Travis County, Texas.
- E. <u>Binding Effect</u>. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns where permitted by this Agreement.
- F. <u>Sole Agreement</u>. This Agreement constitutes the sole agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter.

(Signature pages follow)

# **CONTRACTOR:**

ALTERMAN, INC., a Texas corporation

By: Roger Barrett
Roger Barrett,
Roger Barrett,
Industrial Associate Director

### NORTHTOWN MUNICIPAL UTILITY DISTRICT

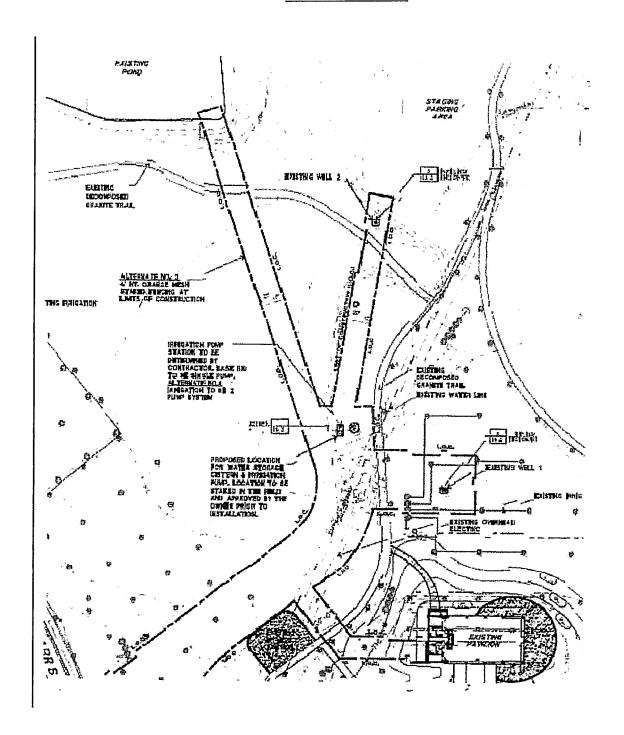
By: Viel (C) Brenda Richter, President

**Board of Directors** 

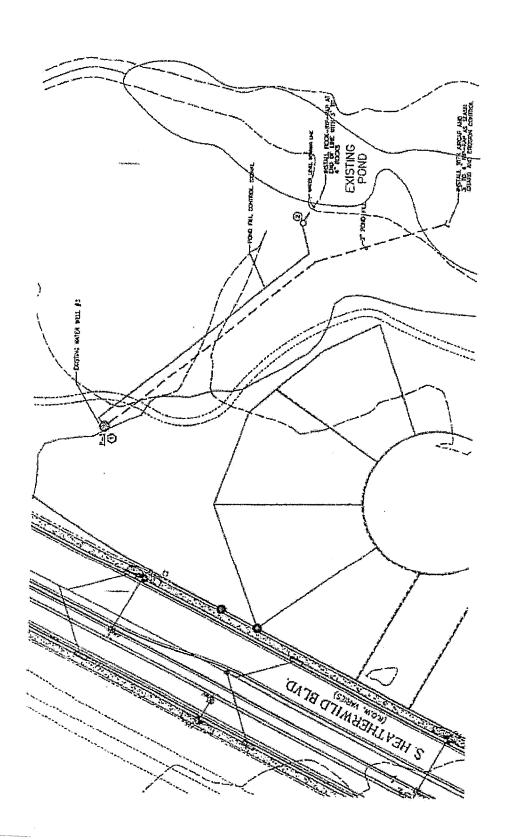
ATTEST:

Christopher Gapers, Secretary Board of Directors

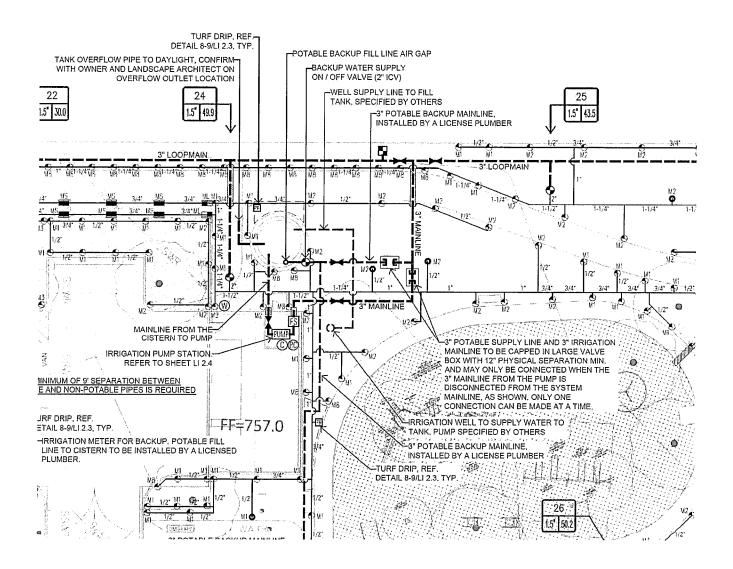
# EXHIBIT "A-1"



# EXHIBIT "A-2"



# EXHIBIT "A-3"



# EXHIBIT "B"

#### Alterman Systems Automation Service Rates

Effective November 30, 2023

#### **Automation Services**

Our team of Automation Specialists are ready to respond to service requests 24/7/365. These specialists are capable of troubleshooting service issues from the instrument to the network. Automation Specialists are also trained in various PLC & HMI platforms.

Classification	Standard Rate	Overtime Rate	Double Time Rate
Sr. Project Manager	\$170	\$255	\$340
Sr. Automation Specialist	\$150	\$225	\$300
Automation Specialist II	\$135	\$205	\$270
Automation Specialist I / Service Programmer	\$125	\$187	\$250

#### Instrument & Controls and Mechanical Services

Our team of capable I & C technicians and mechanics can take care of all your instrument and control panel needs, along with valve repair and other system needs.

Classification	Standard Rate	Overtime Rate	Double Time Rate
Senior I & C Technician / Mechanic	\$100	\$150	\$200
I & C Technician / Mechanic	\$80	\$120	\$160

# Equipment Rates (including Operator)

Classification	Standard Rate	Overtime Rate	Double Time Rate
Crane Truck	\$185	\$277	\$370
Bucket Truck	\$165	\$247	\$330
Vacuum Trailer	\$165	\$247	\$330

#### Other Service-Related Fees

- A two-hour minimum applies to all service calls.
- Overtime is any work performed between 6PM and 7AM Monday-Friday, and all day on Saturday.
- Double time is any work performed on Sundays or holidays.
- Mileage is \$0.95 / mile, port to port.
- Material markup is all related material costs plus a 30% markup.
- All hotel, airfare & related expenses are cost plus 15%. Per diem is \$75.00 / day.
- All rates listed are per hour.

#### **EXHIBIT "C"**

#### **CONTRACT ADDENDUM**

This Contract Addendum ("<u>Addendum</u>") is incorporated into the attached Agreement between Alterman, Inc., a Texas corporation ("<u>Contractor</u>") and Northtown Municipal Utility District (the "<u>District</u>"). If there is any conflict between the terms of the attached <u>Agreement</u> and this Addendum, the terms of this Addendum will control.

- **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 to the District. Form 1295s are available on the TEC's 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.
- **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 CIO promulgated the TEC, which is available on the TEC's website 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.
- Werification Under Ch. 2271, Texas Government Code. If required under Chapter 2271 of the Texas Government Code, as amended, Contractor represents and warrants that, at the time of execution and delivery of the Contract, neither Contractor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the same that exists to make a profit, if any, boycotts Israel or will boycott Israel during the term of the Contract. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, as amended, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, "boycotts Israel" and "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. <u>Verification Under Ch. 2252, Texas Government Code</u>. If required under Chapter 2252 of the Texas Government Code, as amended, Contractor represents and warrants that, neither Contractor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the same that exists to make a profit, if any, are companies identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Sections 2252.153 or 2270.0201, Texas Government Code, as amended, and posted on the following pages of the Texas Comptroller of Public Account's internet website:

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

- 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).
- 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.

# **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 part	rties.		OFFICE USI	
1.	Name of business entity filing form, and the city, state ar of business.	nd country of the business en		Certificate Number: 2023-1087412	
	Alterman, Inc. San Antonio, TX United States			Date Filed:	
2	Name of governmental entity or state agency that is a pabeing filed.	irty to the contract for which the	he form is	10/25/2023	
	Northtown Municipal Utility District			Date Acknowledged:	:
3	Provide the identification number used by the government description of the services, goods, or other property to be 20231024-7(g)  Water System Maintenance Agreement for the District and Settlers Meadow Park	be provided under the contract	t.	y Acre Park, Wildflo	ower Park,
4	Name of Interested Party	City, State, Country	(place of busines		of interest pplicable)
				Controlling	Intermediary
Αl	lterman Group, Inc.	San Antonio, TX U	Jnited States	Х	
Αľ	iterman Management Group, Inc.	San Antonio, TX U	Jnited States	Х	
Ва	arrett, Roger	Schertz, TX United	d States	Х	
_					
_				A	
5	Check only if there is NO Interested Party.				
6	UNSWORN DECLARATION				
	My name isRoger Barrett		and my date of bir	rth is October 4, 19	
	My address is 17750 Lookout Rd., Ste. 150	Schertz.	, TX	, 78154	_, USA _,
	(street)	(city)	(state	e) (zip code)	(country)
	I declare under penalty of perjury that the foregoing is true and	id correct.			
	Executed in Guadalupe	County, State of Texas	, on the <sup>251</sup>		, 20 <u>23</u>
		Drook Rokkott	2	(month)	(year)
	_	Roger Barrett (Oct 25, 2023 09:5	, i9 CDT)		
		Signature of authorize	zed agent of contra (Declarant)	cting business entity	

# **CERTIFICATE OF INTERESTED PARTIES**

FORM 1295

L of 1

			1 01 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 US CERTIFICATIO		
1 Name of business entity filing form, and the city, state and cou of business.	ntry of the business entity's place	Certificate Number: 2023-1087412		
Alterman, Inc.				
San Antonio, TX United States		Date Filed:		
<ol> <li>Name of governmental entity or state agency that is a party to being filed.</li> </ol>	the contract for which the form is	10/25/2023		
Northtown Municipal Utility District		Date Acknowledge 10/31/2023	d:	
3 Provide the identification number used by the governmental endescription of the services, goods, or other property to be provided.	ntity or state agency to track or identif rided under the contract.	y the contract, and p	rovide a	
20231024-7(g) Water System Maintenance Agreement for the District's wat and Settlers Meadow Park	er well irrigation supply system for F	Fifty Acre Park, Wildf	lower Park,	
4 Name of Interested Party	City, State, Country (place of busin		of interest applicable)	
·		Controlling	Intermediary	
Alterman Group, Inc.	San Antonio, TX United States	X		
Alterman Management Group, Inc.	San Antonio, TX United States	Х		
Barrett, Roger	Schertz, 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			11	
(street)	(city) (s	tate) (zip code)	(country)	
I declare under penalty of perjury that the foregoing is true and corre	ct.			
Executed inCoun	ty, State of, on the			
		(month	) (year)	
·	Signature of authorized agent of con (Declarant)	tracting business entity	/	



#### VICTOR INSURANCE MANAGERS INC.

RE: Engagement Letter and Confirmation to Seek Insurance Proposal(s)

We would like to thank you for your interest in our services to meet your company's insurance needs. We greatly appreciate your business and the opportunity to serve you.

By this Engagement Letter, you are authorizing Victor Insurance to seek proposals for the following lines of coverage from the following insurers:

Line of Coverage	Insurance Company
Crime	Travelers Ins. Co.

For each line of coverage above, the insurance company and the intermediary (if applicable) have been named above. Intermediaries would be used because of their beneficial access to the desired insurance company.

In authorizing us to approach these markets for your insurance needs, you have further directed Victor Insurance to disclose the following information as part of our negotiating process:

- Disclose the names of the incumbent insurer and other prospective insurers to prospective insurer(s);
- Provide a specific price, range of prices or prioritization of terms that you seek in purchasing insurance;
- c. Disclose the structure, language and/or pricing of the expiring policy; and
- Disclose aspects of the quote (including price, structure, and/or policy language) of a prospective insurer to other prospective insurer(s).

Additionally, the Texas Municipal League, of which your organization currently is a part, also may receive from, or share with, Victor certain of the above information.

If there are any other insurance companies you would like us to approach, please provide us with their names. If we do not hear otherwise, we will approach only the insurance companies listed above.

You understand and agree that in connection with performing the work relating to this Engagement Letter, Victor's aggregate liability to you arising out of or relating in any way to the services we will provide you pursuant to this authorization will not exceed one million dollars (\$1,000,000). This Engagement Letter will be governed by the laws of the State without regard to choice of law principles, and this paragraph applies to the fullest extent permitted by applicable law and to all causes of action, including breach of contract, breach of warranty, negligence, strict liability, misrepresentation and other torts.

If you wish to discuss any of your commercial insurance coverage(s), please feel free to contact our office at (800) 284-4747.

Thank you very much for the opportunity to be of service.

Sincerely,

Ann Ruot

arakust

Senior Account Executive, Vice President

\*Victor Insurance Managers Inc. (fka Victor O. Schinnerer & Company, Inc.) recently filed in all U.S. jurisdictions to re-brand and change its name. This name change has become effective in almost all states while still pending in several states, which we expect will complete their approval processes shortly. In CA, dba Victor Insurance Services | CA Ins. Lic. # 0156109

800-284-4747 • info.us@victorinsurance.com • 500 Dallas St., Suite 1400, Houston, TX 77002







#### **Role and Compensation Disclosure**

Victor Insurance facilitates the placement of insurance coverage on behalf of our clients. Please note we may provide these insurers additional services which may include underwriting, billing and premium collection.

In accordance with industry custom, we are compensated through commissions that are calculated as a percentage of the insurance premiums charged by insurers. We may also receive additional monetary and nonmonetary compensation from insurers, or from other insurance intermediaries, which may be contingent upon volume, profitability, or other factors. This compensation may include payment from insurers for marketing related expenses or investments in technology. Our compensation may vary depending on the type of insurance purchased and the insurer selected. We will provide you additional information about our compensation and information about alternative quotes, upon your request. You may obtain this information by contacting Victor management by email at PublicEntities.US@victorinsurance.com.

In this transaction, Victor is acting as an insurance producer for the insurers. In addition, we may utilize an intermediary, managing general agent or wholesaler to gain access to insurers that we do not have direct access to in the insurance marketplace.

Where permitted by law, Victor may also earn and retain interest income on premiums held by Victor on behalf of insurers during the period between receipt of such payments from clients and the time such payments are remitted to the applicable insurer.

Marsh & McLennan Companies, Inc. and its subsidiaries, which include Victor Insurance, own equity interest in certain insurers and wholesaler brokers. Information regarding such interests is available at <a href="http://global.marsh.com/about/transparency.php">http://global.marsh.com/about/transparency.php</a>.

TIGHYS



Wrap+®

November 13, 2023

Ann Ruot VICTOR INS MANAGERS INC 500 DALLAS ST STE 1400 HOUSTON, TX 77002

RE: Insured Name:

NORTHTOWN MUNCIPAL UTILITY DISTRICT

1421 WELLS BRANCH PKWY, BLDG 1, STE 106

PFLUGERVILLE, TX 78660

**Expiring Policy Number:** 

107015570

**Policy Period:** 

December 4, 2023 to December 4, 2026

Dear Ann Ruot:

On behalf of Travelers Casualty and Surety Company of America we are pleased to provide the attached proposal of insurance for your review.

The quotes contained in this document are valid until the expiration of your current policy, and are subject to the provision of, and Travelers' review and acceptance of, the required underwriting information noted in the Contingencies section. Travelers reserves the right to change the quotes in this document, or to refuse to bind coverage entirely, based on review of the required underwriting information or based on adverse change in the risk(s) to be insured prior to the quote expiration date noted in this document.

Please note that we require a response to this document prior to expiration of the Insured's current policy in order to facilitate policy renewal. The insured's current policy will expire and not be renewed in the absence of a request, and Travelers' agreement, to bind coverage.

Travelers is pleased to offer Risk Management PLUS+ Online<sup>®</sup>, the industry's most comprehensive program for mitigating your management liability exposures, which is available to you at no additional cost. Please visit <a href="www.rmplusonline.com">www.rmplusonline.com</a> to view the services that are available. If you have additional questions about the site please contact your Underwriter.

Travelers Casualty and Surety Company of America, a subsidiary of The Travelers Companies, Inc., has consistently earned high ratings for financial strength and claims-paying ability from independent rating services, including a current A.M. Best rating of A++\*. Founded in 1853, The Travelers Companies, Inc. is a Fortune 500 company, a component of the Dow Jones Industrial Average, and a leading provider of property casualty insurance for businesses.

Thank you for considering Travelers for your client's insurance coverages. We look forward to discussing this opportunity with you.

Sincerely,

#### **Brian A Pook**

Travelers Bond & Specialty Insurance

\*A.M. Best's rating of A++ applies to Travelers Casualty and Surety Company of America as well as to certain insurance subsidiaries of Travelers that are members of the Travelers Insurance Companies pool; other subsidiaries are included in another rating pool or are separately rated. For a listing of companies rated by A.M. Best and other rating services visit <a href="https://www.travelers.com">www.travelers.com</a>. Ratings listed herein are as of July 2022, are used with permission, and are subject to changes by the rating services. For the latest rating, access <a href="https://www.ambest.com">www.ambest.com</a>.

# Travelers Casualty and Surety Company of America QUOTE OPTION #1

#### **CRIME COVERAGES:**

Crime Insuring Agreements	Single Loss Limit of Insurance	Single Loss Retention	Crime Insuring Agreements	Single Loss Limit of Insurance	Single Loss Retention
A - Fidelity			F - Computer Crime		
Employee Theft	See Endorsement		Computer Fraud	\$1,000,000	\$5,000
2. ERISA Fidelity	Not Covered		Computer Program and Electronic	\$1,000,000	\$5,000
Employee Theft of Client     Property	Not Covered		Data Restoration Expense		·
B - Forgery or Alteration	Not Covered		G - Funds Transfer Fraud	\$1,000,000	\$5,000
C - On Premises	\$1,000,000	\$5,000	H - Personal Accounts Protection		
			Personal Accounts Forgery or Alteration	Not Covered	
			2. Identity Fraud Expense Reimbursement	Not Covered	
D - In Transit	Not Covered		I - Claim Expense	\$5,000	\$0
E - Money Orders and Counterfeit Money	\$1,000,000	\$5,000			

Insured's Premises Covered: Wo

Worldwide, except

TOTAL ANNUAL PREMIUM - \$1,028.00

(Other term options listed below, if available)

**LIMIT DETAIL:** 

Shared Additional Defense Limit of Liability:

N/A

Crime Policy Aggregate Limit of Insurance:

N/A

#### **PREMIUM DETAIL:**

ACF-7006-0511

Term	Payment Type	Premium	Taxes	Surcharges	Total Premium	Total Term Premium
3 Year	Prepaid	\$2,930.00	\$0.00	\$0.00	\$2,930.00	\$2,930.00
3 Year	Installment	\$1,028.00	\$0.00	\$0.00	\$1,028.00	\$3,084.00

#### POLICY FORMS APPLICABLE TO QUOTE OPTION # 1:

CRI-2001-0109 Crime Declarations Page CRI-3001-0109 Crime Policy Form

#### **ENDORSEMENTS APPLICABLE TO QUOTE OPTION #1:**

CRI-19072-0315
Global Coverage Compliance Endorsement – Adding Financial Interest Coverage and Sanctions Condition and Amending Territory Condition
CRI-19085-0919
Social Engineering Fraud Insuring Agreement Endorsement
CRI-19101-1117
Amendatory Endorsement for Certain ERISA Considerations
CRI-19115-0519
Telecommunication Fraud Insuring Agreement Endorsement

Removal of Short-Rate Cancellation Endorsement

CRI-19122-1120 Delete Exclusion For Prior Losses Involving Subsidiaries Endorsement

CRI-4019-0911 Texas Changes Endorsement

CRI-5044-0613 Texas Cancellation or Termination Endorsement

CRI-7125-0109 Government Entity Crime Endorsement

CRI-7126-0109 Government Entity Crime Endorsement - Faithful Performance of Duty

LTR-4000 Rev. 07-16 Page 2 of 3

#### **CONTINGENCIES APPLICABLE TO QUOTE OPTION #1:**

This quote is contingent on the acceptable underwriting review of the following information prior to the quote expiration date.

None

#### **QUOTE NOTES:**

#### NOTICES:

It is the agent's or broker's responsibility to comply with any applicable laws regarding disclosure to the policyholder of commission or other compensation we pay, if any, in connection with this policy or program.

#### Important Notice Regarding Compensation Disclosure

For information about how Travelers compensates independent agents, brokers, or other insurance producers, please visit this website: http://www.travelers.com/w3c/legal/Producer\_Compensation\_Disclosure.html

If you prefer, you can call the following toll-free number: 1-866-904-8348. Or you can write to us at Travelers, Agency Compensation, P.O. Box 2950, Hartford, CT 06104-2950.

#### Coverage Disclaimer:

THIS QUOTE DOES NOT AMEND, OR OTHERWISE AFFECT, THE PROVISIONS OR COVERAGE OF ANY RESULTING INSURANCE POLICY ISSUED BY TRAVELERS. IT IS NOT A REPRESENTATION THAT COVERAGE DOES OR DOES NOT EXIST FOR ANY PARTICULAR CLAIM OR LOSS UNDER ANY SUCH POLICY. COVERAGE DEPENDS ON THE APPLICABLE PROVISIONS OF THE ACTUAL POLICY ISSUED, THE FACTS AND CIRCUMSTANCES INVOLVED IN THE CLAIM OR LOSS AND ANY APPLICABLE LAW.

THE PRECEDING OUTLINES THE COVERAGE FORMS, LIMITS OF INSURANCE, POLICY ENDORSEMENTS AND OTHER TERMS AND CONDITIONS PROVIDED IN THIS QUOTE. ANY POLICY COVERAGES, LIMITS OF INSURANCE, POLICY ENDORSEMENTS, COVERAGE SPECIFICATIONS, OR OTHER TERMS AND CONDITIONS THAT YOU HAVE REQUESTED THAT ARE NOT INCLUDED IN THIS QUOTE HAVE NOT BEEN AGREED TO BY TRAVELERS. PLEASE REVIEW THIS QUOTE CAREFULLY AND IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT YOUR TRAVELERS REPRESENTATIVE.

LTR-4000 Rev. 07-16 Page 3 of 3



DATE:

November 18, 2023

TO:

Northtown Municipal Utility District

Board of Directors

FROM:

Scott J. Foster, P.E.

RE:

Northtown MUD – Engineer's Report for the November 2023 Board Meeting

#### Report from District Engineer, including:

#### a) Development Updates;

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

Revised plans were submitted to the District which reduced the density of the project from 63 units to 43 units. 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. Attached for approval in accordance with the reimbursement agreement is Pay Estimate No. 3 (\$421,391.85). There are no change orders provided for the District's consideration.

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

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

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

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

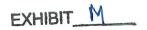
Construction has started and is expected to last into 2024.

#### iv) The Lakes Retail Center;

The project started construction in May 2022 and is expected to be completed in the 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 early 2024. The plans are still pending technical approval and the





approval of the restrictive covenant submittal. The required easements and restrictive covenant have been recorded.

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

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

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

## b) MS4 Compliance Matters;

The TCEQ requires an annual report be filed which summarizes the District's MS4 related activities. Attached for consideration is 360 PSI's agreement for preparation of the 2023 annual report that is due in March 2024.

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

#### c) Parks Master Plan;

The infrastructure committee is in the process of evaluating possible consultants to prepare the updated parks masterplan. Additional updates will be provided at the Board meeting.

#### d) Surplus Bond Matters;

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





P.O. Box 3639 Cedar Park, Texas 78630

November 18, 2023

Northtown Municipal Utility District c/o Mr. Carter Dean Armbrust & Brown, PLLC 100 Congress, Suite 1300 Austin, TX 78701

Re: Individual Project Order

Northtown MUD 2023 MS4 Annual Report

Austin, Texas

Ladies and Gentlemen:

360 Professional Services, Inc. ("360 PSI"/"the Consultant") proposes to amend its Agreement with Northtown Municipal Utility District ("the Client" or "the Owner") dated March 27, 2012, to provide consulting services related to above referenced project.

In order for the District to maintain coverage under the approved Storm Water Management Plan (SWMP), the Texas Commission on Environmental Quality requires an annual report to be filed for compliance with the General Permit (#TXR040000) for Municipal Separate Storm Sewer Systems (MS4).

We have included in the following Scope of Services the services that are anticipated to meet the District's needs.

#### SCOPE OF SERVICES

#### Task 1. 2023 MS4 Annual Report

\$9,500/Lump Sum

- Review and Update the implementation schedule.
- Meet with District consultants to obtain information required to complete the update.
- Prepare an updated map of the District's drainage system based upon current information.
- Prepare the annual report to TCEQ as required by the permit
- Review Notice of Violations for suggested Notices of Changes to the permit
- File Notice of Changes as approved by the subcommittee

#### **COMPENSATION**

360 PSI will provide the above Scope of Services on a labor fee as outlined above. All permitting, application, and similar project fees will be paid directly by the Client. Expenses will be billed in accordance with the Agreement.

Fees will be invoiced monthly based upon the percentage of services performed as of the invoice date. Payment will be due in accordance with the terms of the Agreement.





Except as specifically amended by this Individual Project Order, all terms and conditions of the Agreement shall remain in full force and effect.

We appreciate the opportunity to continue working for Northtown Municipal Utility District on this project. If you are in agreement with the above, please sign below and return an original copy back to our office. Please contact me if you have any questions.

Very truly yours,

360 PROFESSIONAL SERVICES, INC.

Scott J. Foster, P.E.

Principal

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_\_\_, 2023.

NORTHTOWN MUNICIPAL UTILITY DISTRICT

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

(Print or Type Name)

Unique Control Number: 20231128-(b)(iii)

#### **CONTRACT ADDENDUM**

This Contract Addendum ("Addendum") is incorporated into the attached proposal (the "Contract") between 360 Professional Services, Inc. ("Consultant") and Northtown Municipal District (the "District"). If there is any conflict between the terms of the attached Contract Amendment and this Addendum, the terms of this Addendum will control.

- 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 the District. Contract Form 1295s are available on the TEC's website 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 CIO promulgated the TEC. which is available on the TEC's https://www.ethics.state.tx.us/forms/conflict/, within seven days of the date of submitting the Contract to the District or within seven days of becoming aware of a matter that requires disclosure under Chapter 176, whichever is applicable.
- 3. **Verification Under Ch. 2271, Texas Government Code.** If required under Chapter 2271 of the Texas Government Code, as amended, Contractor represents and warrants that, at the time of execution and delivery of the Contract, neither Contractor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the same that exists to make a profit, if any, boycotts Israel or will boycott Israel during the term of the Contract. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, as amended, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, "boycotts Israel" and "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. <u>Verification Under Ch. 2252, Texas Government Code</u>. If required under Chapter 2252 of the Texas Government Code, as amended, Contractor represents and warrants that, neither Contractor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the same that exists to make a profit, if any, are companies identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Sections 2252.153 or 2270.0201, Texas Government Code, as amended, and posted on the following pages of the Texas Comptroller of Public Account's internet website:

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

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

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

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

- 5. Verification Under Chapter 2274, Texas Government Code, Relating to Contracts With Companies 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.

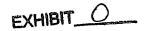
# **Northtown Municipal Utility District**

# **November 28, 2023**

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: \$537,066.48
  - Logic Operating Account to ABC Bank Manager's Account: \$52,000.00
  - TexPool Operating Account to ABC Bank Customer Refund Account: \$5,000.00
  - PNC Bank Lockbox Account to TexPool General Operating Account: \$475,000.00



Northtown Municipal Utility District
Cash Activity Report - ABC Bank Operating Account
October 31, 2023 - November 28, 2023

			General Fund Operating Accour
			27,881.3
			2,087.0
Vandalism Clean Up		210.00	
Workers Comp Audit Reimbursement		1,877.00	
	Total Subsequent Activity	2,087.00	
	Vandalism Clean Up	Vandalism Clean Up Workers Comp Audit Reimbursement	Vandalism Clean Up 210.00 Workers Comp Audit Reimbursement 1,877.00

### Northtown Municipal Utility District Cash Activity Report - ABC Bank Manager's Account September 30, 2023 - November 28, 2023

				General Fund
		•		Manager's
		-		Account
Cash Balance - September 30, 2023			\$	299,620.56
Subsequent Activity				(7,990.05)
Transfers approved at the October 24, 2023 Me		529,343.63		
Expenditures Approved at the October 24, 202	3 Meeting	(501,018.16)		
Payroll Expenses	Payroll and Payroll Taxes	(28,747.92)		
City of Austin	Utilities - October 2023	(2,247.44)		
Optimum	Internet - October 2023	(492.19)		
TX Health Benefits Pool	Employee Benefits - November 2023	(2,725.40)		
TXU Energy	Utilities - October 2023	(2,057.35)		
Verizon	Telephone- October 2023	(45.22)		
	Total Subsequent Activity	(7,990.05)		
Cash Balance - October 31, 2023			\$	291,630.51
Subsequent Expenditures	74			(43,884.32)
				(43,364.32)
Payroll Expenses	Payroll and Payroll Taxes	(31,759.25)		
Ramona Oliver	Expense Reimbursement	(1,527.71)		
Optimum Business	Utilities - October 2023	(800.00)		
AT&T	Telephone - October 2023	(1,047.41)		
Charter Communications	Park Internet - October 2023	(140.39)		
City of Austin	Utilities - October 2023	(1,927.17)		
Maute, Kyle	Facility Rental Deposit Refund	(1,200.00)		
Ramona Oliver	Expense Reimbursement	(664.24)		
City of Austin AT&T Mobility	Utilities - October 2023	(2,899.45)		
City of Austin	Telephone - November 2023 Utilities - November 2023	(91.19)		
Optimum	Internet - November 2023	(43.09)		
TXU Energy	Office Electric - November 2023	(492.19)		
Verizon	Telephone- November 2023	(1,247.01)		
	Total Subsequent Activity	(45.22)		
Expenditures to be Approved at Noven	nber 28, 2023 Meeting			(537,066.48)
				(337,0001-10)
360 Professional Services, Inc.	Engineering Fees - October 2023	(9,333.00)		
Armbrust & Brown, P.L.L.C.	Legal Fees - October 2023	(10,912.05)		
Bott & Douthitt, P.L.L.C.	Accounting Services - October 2023	(6,063.14)		
City of Austin	W/WW Purchases - October 2023	(191,051.67)		
City of Round Rock Environmental Services	Lab Fees - 9/2023 - 10/2023	(500.00)		
Crossroads Utility Services	Operations - October 2023	(48,845.36)		
Employee Incentive Plans, Inc.	401(k) Administration Fee	(706.19)		
HydroPro Solutions, LLC	Meter Purchases	(57,300.00)		
Ramona Oliver Roadrunner Inspection Services	Expense Reimbursement	(329.56)		
TCB Construction, Inc.	Inspection Fees - Sept/Oct 2023	(2,650.00)		
Texas Disposal Systems, Inc.	Pedestrian Bridge Remediation/Dog Agility Course	(26,486.00)		
TexaScapes	Garbage Fees - October 2023 Landscape/Irrigation Maintenance	(78,724.59)		
Travis County Sheriff's Department	Security Patrol Vehicle	(72,594.36)		
UMB Bank, N.A.	Paying Agent Fees NT20	(880.00)		
Williams Mapping & Consulting	Monthly MS4 Inspections	(400.00)		
Capers, Christopher B.	Director Fees	(800.00) (388.19) *	k	
Amaro, Felix T	Director Fees	(408.19) *		
Campbell, Robin	Director Fees	(408.18) *		
Alterman, Inc.	Water Well Irrigation Inspection	(1,086.00) *		
Ayers Technology Corporation	Computer Support - Annual Subscription	(450.00) *		
Fluid Meter Service, Corp.	Backflow Preventer	(26,750.00) *		
		(537,066.48)		
Subtotal				(289,320.29)
Transfers to be approved				
managers to be approved				589,066.48
Transfer for expenditures approved 11/28/2023	from Logic Operating	537,066.48		
Transfer Funds from Logic Operating		52,000.00		
Projected Balance as of November 28,	2023		\$	299,746.19

# Northtown Municipal Utility District Cash Activity Report - ABC Bank Customer Refund Account October 31, 2023 - November 28, 2023

				 omer Refun Account
Cash Balance - October 31, 2023				\$ 6,296.02
Expenditures to be Approved at N	ovember 28, 2023 Meeting			 (5,249.47
Angstadt, Donna	Customer Refund		(918.52)	
Atkinson, Evila	Customer Refund		(53.74)	
Bernard, Eva	Customer Refund		(47.57)	
Broussard, Catherine	Customer Refund		(12.03)	
Brown, Christopher	Customer Refund		(432.73)	
Campbell, Jessica	Customer Refund		(550.75)	
Crowley, John	Customer Refund		(94.80)	
Dahan, Jean-David	Customer Refund		(113.36)	
Day, Kyle	Customer Refund		(91.10)	
Delfi, Dhulfigar	Customer Refund		(104.37)	
Ehresman, Christopher	Customer Refund		(100.97)	
Faci de Asis	Customer Refund		(49.47)	
Garza, Corina	Customer Refund		(108.07)	
Gharbi, Mojdeh	Customer Refund			
Gilbert, Philip	Customer Refund		(116.82) (103.13)	
Gonzalez, Enrique	Customer Refund		= =	
Guerin Property Services	Customer Refund		(203.13)	
Gutierrez, Pablo	Customer Refund		(30.02)	
Huang, Ivy	Customer Refund		(98.50)	
Icaro, Arnel	Customer Refund		(53.98)	
Ikekwere, Chukwuemeka	Customer Refund		(58.67)	
JMB Group LLC	Customer Refund		(64.88)	
Lott, Johnnie	Customer Refund		(117.01)	
Madison MF Tech Ridge TX, LLC			(207.42)	
<del>-</del> ·	Customer Refund		(413.10)	
Matthews, Dylan	Customer Refund		(2.59)	
Nastri, Steven	Customer Refund		(50.38)	
Nguyen, Sid	Customer Refund		(66.75)	
Nixon, Clayton	Customer Refund		(15.34)	
Pioneer Real Estate	Customer Refund		(117.00)	
Powers, Matthew	Customer Refund		(146.26)	
Rogers, Jeremy	Customer Refund		(98.50)	
Saleebyan, Skyler	Customer Refund		(84.85)	
Stone, Susana	Customer Refund		(265.47)	
Svienty, Elizabeth	Customer Refund		(92.64)	
Tosanwumi, Dottie	Customer Refund		(127.20)	
Yenuganti, Satyanarayana	Customer Refund	Total Expenditures	(38.35) (5,249.47)	
ubtotal				 1,046.55
ransfers to be approved - from Te	exPool Operating Account			5,000.00
rojected Balance as of November		The state of the s		3,000.00

# Northtown Municipal Utility District Cash Activity Report - ABC Bank Park Fund Account October 31, 2023 - November 28, 2023

	ABC I Pai Acco	k
Cash Balance - October 31, 2023	\$ 49,	950.00
Projected Balance as of November 28, 2023	\$ 49,	950.00

# **Northtown Municipal Utility District Cash/Investment Activity Report** October 31, 2023 - November 28, 2023

	Interest Rate	Maturity Date	Balance 10/31/2023	 Subsequent Receipts	 Subsequent Disbursements	Subtotal		Transfers to be 11/28/2023		Projected Balance 11/28/2023
General Fund -										
ABC Bank - Operating Account	0.0000%	N/A	\$ 27,881.39	\$ 2,087.00	\$ -	\$ 29,968.39	\$	-	\$	29,968.39
ABC Bank - Manager's Account	0.0000%	N/A	291,630.51	_	(580,950.80)	(289,320.29)		589,066.48 (1	L)(2)	299,746.19
ABC Bank - Customer Refunds	0.0000%	N/A	6,296.02	-	(5,249.47)	1,046.55		5,000.00	(3)	6,046.55
PNC Bank Lockbox	0.0000%	N/A	202,279.53	326,180.91	(42,301.99)	486,158.45		(475,000.00)	(4)	11,158.45
Logic Operating - 01	5.5673%	N/A	14,754,571.99	-	-	14,754,571.99		(589,066.48) (1	L)(2)	14,165,505.51
TexPool Operating	5.3758%	N/A	1,527,806.01	**	· ·	1,527,806.01		470,000.00 (3	3)(4)	1,997,806.01
TexPool Fiscal Surety Trail Easement	5.3758%	N/A	109,707.65	-	-	109,707.65		_		109,707.65
Total - General Fund			16,920,173.10	 328,267.91	 (628,502.26)	16,619,938.75	_		_	16,619,938.75
Park Fund -										
ABC Bank - Park Account	0.0000%	N/A	49,950.00	~	-	49,950.00		-		49,950.00
Logic - Park Fund - 02	5.5673%	N/A	49,645.40	-	F	49,645.40		-		49,645.40
TexPool Park	5.3758%	N/A	4,818.13	=	-	4,818.13		-		4,818.13
Total - Park Fund			104,413.53	 	 -	104,413.53	_	-		104,413.53
Debt Service Fund -										
Logic - Tax Account	5.5673%	N/A	15,587.48	-	-	15,587.48		-		15,587.48
Logic - Debt Service	5.5673%	N/A	941,255.86	-	-	941,255.86		-		941,255.86
TexPool - SR 2020 Cap Int	5.3758%	N/A	169,429.04	-	=	169,429.04		-		169,429.04
Total - Debt Service Fund			1,126,272.38	 	 -	1,126,272.38	_	-		1,126,272.38
Capital Project Fund -										
Logic - SR 2011 CPF	5.5673%	N/A	2,633.49	-	-	2,633.49		-		2,633.49
TexPool - SR 2020 CPF	5.3758%	N/A	4,680,614.59	-	-	4,680,614.59		-		4,680,614.59
Total - Capital Project Fund			4,683,248.08	 		4,683,248.08			_	4,683,248.08
Total - All Funds			\$ 22,834,107.09	\$ 328,267.91	\$ (628,502.26)	\$ 22,533,872.74	\$	<u>-</u>	\$	22,533,872.74

<sup>(1)</sup> To transfer funds from Logic Operating Account to ABC Bank Manager's Account: \$537,066.48
(2) To transfer funds from Logic Operating Account to ABC Bank Manager's Account: \$52,000.00
(3) To transfer funds from TexPool Operating Account to ABC Bank Customer Refund Account: \$5,000.00
(4) To transfer funds from PNC Bank Lockbox Account to TexPool Operating: \$475,000.00