



**Disclaimer:**

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## MEMORANDUM

TO: Felix Amaro, Jr. Robin Campbell  
Christopher Capers R. Lee Hill  
Brenda Richter

FROM: Deborah Pederson, Legal Assistant

DATE: March 15, 2022

RE: Northtown Municipal Utility District  
March 22, 2022 Board Meeting

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Attached please find the agenda and meeting materials for a meeting of the Board of Directors of Northtown Municipal Utility District scheduled for **Tuesday, March 22, 2022, at 5:45 p.m. at the Wells Branch Tech Center, 1421 Wells Branch Parkway, Suite 106, Pflugerville, Texas.**

Please let us know if you will be unable to attend the meeting so that we can determine if a quorum of the Board of Directors will be present.

Carter Dean  
Jim Nias *via email\**  
Scott Foster  
Cheryl Allen *via email*  
Carol Polumbo *via email\**  
Ja-Mar Prince *via email\**  
Jacqueline Hale *via email\**  
Noel Barfoot *via email\**

Robert Anderson *via email*  
Crystal Lightfield *via email\**  
Lupe Serna *via 1st Class US mail\**  
Allen Douthitt *via email*  
Mona Oliver  
Richard Fadal *via email\**  
Oscar Gonzalez *via email\**

\*Agenda Only



**NORTHTOWN MUNICIPAL UTILITY DISTRICT  
AGENDA**

March 22, 2022

**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, March 22, 2022**. This meeting will be held at the District office located at the Wells Branch Tech Center, 1421 Wells Branch Parkway, Suite 106, Pflugerville, Texas. Members of the public are entitled to participate in and to address the Board of Directors during the meeting.

The following matters may be considered and acted upon at the meeting:

**PUBLIC INPUT**

1. Resident communications and Board member announcements;

**BOND ITEMS**

2. Unlimited Tax and Revenue Refunding Bonds, Series 2022, including:
  - (a) Report from District's financial advisor, including refunding analysis, preliminary cost of insurance, and evaluation of net present value savings;
  - (b) Subcommittee report and recommendation;
  - (c) Application(s) for credit rating and/or bond issuance;
  - (d) Designation of underwriter;
  - (e) Delegated pricing procedures, including designation of pricing officer and alternate pricing officer;
  - (f) Order Authorizing the Issuance of Northtown Municipal Utility District Unlimited Tax and Revenue Refunding Bonds; Authorizing the Levy of an Ad Valorem Tax in Support of the Bonds; Approving an Official Statement; Authorizing the Execution of a Bond Purchase Agreement, and the Form of a Paying Agent/Registrar Agreement and an Escrow Agreement; Establishing Procedures for Selling and Delivering the Bonds; and Authorizing Other Matters Related to the Issuance of the Bonds;
  - (g) Application to the City of Austin for approval of refunding bonds, including Resolution Authorizing Application to the City of Austin for Approval of Proposed Unlimited Tax and Revenue Refunding Bonds;
  - (h) Any other matters and actions necessary in connection with the refunding bonds;

**DISCUSSION/ACTION ITEMS**

3. Minutes of February 22, 2022 Board meeting;
4. Homestead and over 65 exemptions;
5. District security and public safety and related action items, including:

- (a) Report from Travis County Sheriff's Department, including crime statistics;
  - (b) Security and Public Safety Subcommittee report, including COVID-19 policy;
6. 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;
7. Landscape maintenance report and related action items, including any proposals;
8. District manager's report and related action items, including:
- (a) Restrictive Covenant Subcommittee report, including covenant violations and enforcement actions;
  - (b) Monthly expenditure report;
  - (c) Reservation ledger;
  - (d) Solid waste services, including monthly report from Texas Disposal Services;
  - (e) Purchase requests and/or proposals;
9. New Facility Construction Subcommittee report, including:
- (a) Status of construction of office and pavilions, including purchases;
  - (b) Approval of Pay Applications and/or Change Orders from STR Constructors for construction of office and pavilions;
10. District parks and recreational facilities and related action items, including:
- (a) Subcommittee report;
  - (b) Monthly expenditure report;
  - (c) Repairs and maintenance;
11. District engineer's report and related action items, including:
- (a) Development update, including:
    - (i) Village at Northtown, Section 2 (Phase 1 and Phase 2 Single Family), including approval of any pay applications and/or change orders;
    - (ii) Village at Northtown, Section 2 (Condominiums), including approval of easement vacations and license agreement;
    - (iii) Village at Northtown Multifamily (North Wells Branch), including approval of license agreement amendment;
    - (iv) Village at Northtown Multifamily (Edenbrook);
    - (v) Lakes Retail Center;
    - (vi) Heatherwilde Multifamily;
  - (b) MS4 permitting and 2021 pond inspections update, including related action items and proposals;
  - (c) Dessau Road force main replacement project, including related action items, pay applications and/or change orders, and acceptance of operations and maintenance;
  - (d) Senate Bill 3 compliance update and status, including Kennedy Jenks proposal;

12. 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;
13. Reports from developers' and landowners' representatives and related action items;
14. Wholesale Water and Wastewater Rate Challenge Subcommittee report and related action items, including an update from District's special counsel regarding status of wholesale water and wastewater contract negotiations with the City of Austin;
15. Attorney's report and related action items, including:
  - (a) Directives;
  - (b) Fourth Extension to the Renewed Interlocal Agreement Between Northtown Municipal Utility District and the City of Austin (solid waste and recycling services for the Lakes at Tech Ridge); and
16. Future agenda items and meeting schedule.

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



*Samuel Littlefield*

Attorney for the District

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

# Northtown Municipal Utility District

## Refunding Analysis March 2, 2022

### Refunding Process

1. Issue New Bonds
  2. Use the Proceeds of the New Bonds to pay off old bonds
  3. Difference between debt service on the new bonds and debt service on the old bonds is actual savings
- Refunding Schedule**
- March 22, 2022 Board Authorizes consultants to proceed with refunding  
 March - May 2022 Consultants prepare documents; work with rating agencies and municipal bond insurance companies; Submit Refunding Information to City  
 May 20, 2022 City of Austin Submits Letter of Approval  
 May 31, 2022 Bonds priced  
 June 28, 2022 Closing; Old bonds prepaid; new debt service in place

Principal Amount Outstanding	Series	Call Date	Final Maturity
230,000	2011	9/1/2016	2023
4,500,000	2015	9/1/2022	2031
2,125,000	2017	Non-Callable	2026
4,900,000	2019	9/1/2027	2031
9,875,000	2020	9/1/2026	2033
2,685,000	2021	Non-Callable	2028
<b>\$ 24,315,000</b>			

### Outstanding Debt - as of March 1, 2022

Sources of Funds:		Estimated
Bond Proceeds		\$ 4,130,000.00
Premium		293,025.00
		<b>\$ 4,423,025.00</b>
<b>Uses of Funds:</b>		
Funds necessary to pay off outstanding bonds		\$ 4,216,048.23
Costs of issuance - printing; redemption notices; verification agent; bank charges; rating fees; engineering		35,000.00
Financial Advisory Fee (1%)		41,300.00
Bond Counsel Fee (1%)		41,300.00
General Counsel		30,000.00
Municipal Bond Insurance (estimated @ 35 basis points)		16,927.19
Underwriting Discount		39,235.00
Contingency		3,214.58
		<b>\$ 4,423,025.00</b>

### Refunding Analysis

Year	Refunding Candidates Series 2015 - 3.24%			Projected Savings - 1.92% as of 3/2/2022			Projected Annual Debt Service Savings
	Principal Amount	Interest Rates	Yield Rates	Principal Amount of Refunding Bonds	Interest Rates as of 3/2/2022	Yield Rates as of 3/2/2022	
2022	\$ 365,000	4.000%	2.240%	-	4.000%	0.900%	\$ 82,700
2023	365,000	4.000%	2.370%	350,000	4.000%	1.200%	21,011
2024	390,000	4.000%	2.480%	400,000	4.000%	1.350%	19,150
2025	415,000	4.000%	2.610%	425,000	4.000%	1.500%	19,550
2026	440,000	4.000%	2.790%	450,000	3.000%	1.500%	19,950
2027	460,000	4.000%	2.910%	465,000	3.000%	1.650%	20,850
2028	480,000	4.000%	3.030%	480,000	3.000%	1.750%	21,400
2029	505,000	4.000%	3.120%	505,000	3.000%	1.800%	16,600
2030	525,000	4.000%	3.190%	515,000	3.000%	1.900%	21,550
2031	555,000	4.000%	3.250%	540,000	3.000%	2.000%	21,000
<b>Total Principal Refunded Bonds</b>		<b>\$4,500,000</b>		<b>\$ 4,130,000</b>			<b>\$ 263,761</b>
							<b>\$ 251,270</b>
							<b>6.08%</b>

Combined Debt Service Savings*		
Total Savings from all Previous Refundings		\$ 2,164,709
Projected Savings from 2022 Ref all Refunding		\$ 2,428,470
		<b>\$ 4,593,179</b>

\*Savings are net of any expenses related to the sale of refunding bonds.



ORDER AUTHORIZING THE ISSUANCE OF  
NORTHTOWN MUNICIPAL UTILITY DISTRICT  
UNLIMITED TAX AND REVENUE REFUNDING BONDS;  
AUTHORIZING THE LEVY OF AN AD VALOREM TAX IN SUPPORT  
OF THE BONDS; APPROVING AN OFFICIAL STATEMENT; AUTHORIZING THE  
EXECUTION OF A BOND PURCHASE AGREEMENT, AND THE FORM OF A PAYING  
AGENT/REGISTRAR AGREEMENT AND AN ESCROW AGREEMENT;  
ESTABLISHING PROCEDURES FOR SELLING AND DELIVERING THE BONDS;  
AND AUTHORIZING OTHER MATTERS RELATED TO THE ISSUANCE OF THE BONDS

**Adopted March 22, 2022**

AGENDA ITEM # 2 (b)



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**ORDER AUTHORIZING THE ISSUANCE OF NORTHTOWN MUNICIPAL  
UTILITY DISTRICT UNLIMITED TAX AND REVENUE REFUNDING BONDS;  
AUTHORIZING THE LEVY OF AN AD VALOREM TAX IN SUPPORT OF THE  
BONDS; APPROVING AN OFFICIAL STATEMENT; AUTHORIZING THE  
EXECUTION OF A BOND PURCHASE AGREEMENT, AND THE FORM OF A  
PAYING AGENT/REGISTRAR AGREEMENT AND AN ESCROW AGREEMENT;  
ESTABLISHING PROCEDURES FOR SELLING AND DELIVERING THE BONDS;  
AND AUTHORIZING OTHER MATTERS RELATED  
TO THE ISSUANCE OF THE BONDS**

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<b>THE STATE OF TEXAS</b>	<b>§</b>
<b>COUNTY OF TRAVIS</b>	<b>§</b>
<b>NORTHTOWN MUNICIPAL UTILITY DISTRICT</b>	<b>§</b>

**WHEREAS**, by Order of the Texas Water Commission, predecessor to the Texas Commission on Environmental Quality (the "Commission"), dated August 14, 1985, the Northtown Municipal Utility District (the "District") was authorized to be created as a municipal utility district operating pursuant to Article 16, Section 59 of the Texas Constitution and Chapters 49 and 54 of the Texas Water Code, as amended; and

**WHEREAS**, the creation of the District was confirmed at an election held within the District on December 21, 1985 (the "Confirmation Election"); and

**WHEREAS**, the District currently has outstanding the following series of bonds: Unlimited Tax and Revenue Bonds, Series 2011 (the "Series 2011 Bonds"), Unlimited Tax and Revenue Refunding Bonds, Series 2015 (the "Series 2015 Bonds"), Unlimited Tax and Revenue Refunding Bonds, Series 2017 (the "Series 2017 Bonds"), Unlimited Tax and Revenue Refunding Bonds, Series 2019, (the "Series 2019 Bonds"), Unlimited Tax and Revenue Bonds, Series 2020 (the "Series 2020 Bonds") and Unlimited Tax and Revenue Refunding Bonds, Series 2021 (the "Series 2021 Bonds") (collectively, the "Outstanding Bonds"); and

**WHEREAS**, the District now desires to issue refunding bonds to refund all or part of the Outstanding Bonds (the "Refundable Bonds", and those Refundable Bonds designated by the Pricing Officer in the Pricing Certificate, each as defined herein, to be refunded are herein referred to as the "Refunded Bonds"); and

**WHEREAS**, all the Refunded Bonds mature or are subject to redemption prior to maturity within 20 years of the date of the bonds hereinafter authorized; and

**WHEREAS**, the refunding bonds hereafter authorized are being issued and delivered pursuant to Chapter 1207, Texas Government Code, as amended ("Chapter 1207"); and

**WHEREAS**, Chapter 1207 authorizes the District to issue refunding bonds and to deposit the proceeds from the sale thereof together with any other available funds or resources, directly with a



place of payment (paying agent) for the Refunded Bonds or eligible trust company or commercial bank, and such deposit, if made before such payment dates, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Refunded Bonds; and

**WHEREAS**, Chapter 1207 further authorizes the District to enter into an escrow agreement with respect to the safekeeping, investment, reinvestment, administration and disposition of any such deposit, upon such terms and conditions as the District and such escrow agent may agree, provided that such deposits may be invested and reinvested in Defeasance Securities, as defined herein; and

**WHEREAS**, the Escrow Agreement hereinafter authorized, constitutes an agreement of the kind authorized and permitted by Chapter 1207; and

**WHEREAS**, the Board of Directors of the District deems it advisable and in the best interest of the District to refund the Refunded Bonds in order to achieve a net present value debt service savings of not less than 4.25% of the principal amount of the Refunded Bonds net of any District contribution with such savings, among other information and terms to be included in a Pricing Certificate to be executed by the Pricing Officer, both as hereinafter defined, all in accordance with the provisions of Chapter 1207, including Section 1207.007 thereof; and

**THEREFORE, BE IT ORDERED BY THE BOARD OF DIRECTORS OF THE NORTHTOWN MUNICIPAL UTILITY DISTRICT:**

**Section 1. AMOUNT, NAME, PURPOSE, AND AUTHORIZATION.** Each Bond issued pursuant to this Bond Order shall be known and designated as "Northtown Municipal Utility District Unlimited Tax and Revenue Refunding Bond," and the Bonds are hereby authorized to be issued and delivered in the maximum aggregate principal amount not to exceed \$4,600,000 for the purpose of refunding the Refunded Bonds and paying certain costs of issuing the Bonds. The title of the Bonds shall be designated by the year in which it is awarded pursuant to Section 3 below and in the event that another series of bonds is issued by the Board within a calendar year each series within that year may have a letter designation following the year as set forth in the Pricing Certificate. The authority of the Pricing Officer to execute a Pricing Certificate shall expire at 5:00 p.m. C.D.T. on September 22, 2022. Bonds priced on or before 5:00 p.m. C.D.T. on September 22, 2022 may be delivered to the initial purchaser after such date.

**Section 2. DEFINITIONS.** In addition to other words and terms defined in this Bond Order (except those defined and used in the Form of the Bonds in Section 5), and unless a different meaning or intent clearly appears in the context, the following words and terms shall have the following meanings, respectively:

"Accretion Table" means the exhibit attached to the Pricing Certificate that sets forth the rounded original principal amounts at the Issuance Date for the Premium Compound Interest Bonds and the Accreted Values and maturity amounts thereof as of each Compounding Date until final maturity.

"Additional Bonds" means the Bonds authorized by Section 14 of this Bond Order.

"Authorized Denominations" means the denomination of \$5,000 or any integral multiple thereof with respect to the Current Interest Bonds and in the denomination of \$5,000 in maturity amount or any integral multiple thereof with respect to the Premium Compound Interest Bonds.

"Board of Directors" or "Board" means the governing body of the District.

"Bonds" means and includes collectively the Premium Compound Interest Bonds and Current Interest Bonds initially issued and delivered pursuant to this Bond Order and the Pricing Certificate and all substitute Bonds exchanged therefor, as well as all other substitute bonds and replacement bonds issued pursuant hereto, and the term "Bond" shall mean any of the Bonds.

"Bond Insurer" means the insurer of the bonds, if any, as designated in the Pricing Certificate.

"Bond Order" or "Order" means this Bond Order of the Board of Directors authorizing the issuance of the Bonds.

"Code" shall mean the Internal Revenue Code of 1986, as amended.

"Commission" means the Texas Commission on Environmental Quality.

"Compounded Amount" means, with respect to a Premium Compound Interest Bond, as of any particular date of calculation, the original principal amount thereof plus all interest accrued and compounded to the particular date of calculation.

"Compounding Dates" means the dates on which interest is compounded on the Premium Compound Interest Bonds as set forth in the Accretion Table attached to the Pricing Certificate.

"Contract" shall mean the "Utility Construction Contract between the City of Austin and Northtown Municipal Utility District" dated as of August 31, 1984, and any and all supplements or amendments thereto.

"Contract Facilities" shall mean the project as defined in the Contract.

"Current Interest Bonds" means the Bonds paying current interest and maturing in each of the years and in the aggregate principal amounts set forth in the Pricing Certificate.

"Defeasance Securities" means (i) Federal Securities, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the Board of Directors adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provide for the funding of an escrow to effect the defeasance of the Bonds are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the Board of Directors adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provide for



the funding of an escrow to effect the defeasance of the Bonds, are rated as to investment quality by a nationally recognized investment rating firm no less than "AAA" or its equivalent and (iv) any other then authorized securities or obligations under applicable State law that may be used to defease obligations such as the Bonds.

"Escrow Agent" means the escrow agent designated by the Pricing Officer in the Pricing Certificate, or any successor escrow agent under the Escrow Agreement.

"Escrow Agreement" means the agreement by and between the District and the Escrow Agent relating to the defeasance of the Refunded Bonds.

"Federal Securities" means direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America (including Interest Strips of the Resolution Funding Corporation).

"Financial Obligation" means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"Initial Bond" means the Bond authorized, issued, and initially delivered as provided in Section 4 of this Bond Order.

"Interest Payment Date" means a date on which interest on the Current Interest Bonds is due and payable as set forth in the Pricing Certificate.

"Interest and Sinking Fund" shall have the meaning as set forth in Section 6.

"Issuance Date" means the date of delivery of the Bonds.

"MSRB" means the Municipal Securities Rulemaking Board.

"Net Revenues" shall mean income or increment which may grow out of the ownership and operation of the District's System, less such portion of such revenue income as reasonably may be required to provide for the administration, efficient operation and adequate maintenance of the District's System; provided, however, that the term Net Revenues shall not include any revenues, now or hereafter pledged or contracted to be pledged by the District to be paid to any person pursuant to a contract authorized by Section 552.014, Texas Local Government Code, as amended (formerly Article 1109j, Texas Revised Civil Statutes, as amended) or any other contract permitted by law under which contract such revenues are to be pledged to the payment of bonds issued by the District for any special project.

"Outstanding Bonds" means the District's outstanding Northtown Municipal Utility District Unlimited Tax and Revenue Bonds, Series 2011, dated October 1, 2011, issued in the original principal amount of \$4,790,000, Northtown Municipal Utility District Unlimited Tax and Revenue

Refunding Bonds, Series 2015, dated August 1, 2015, issued in the original principal amount of \$5,635,000, Northtown Municipal Utility District Unlimited Tax and Revenue Refunding Bonds, Series 2017 dated September 1, 2017, issued in the original principal amount of \$3,710,000, Northtown Municipal Utility District Unlimited Tax and Revenue Refunding Bonds, Series 2019, dated December 17, 2019, issued in the original principal amount of \$4,930,000, Northtown Municipal Utility District Unlimited Tax and Revenue Bonds, Series 2020, dated November 18, 2020, issued in the original principal amount of \$10,000,000 and Northtown Municipal Utility District Unlimited Tax and Revenue Refunding Bonds, Series 2021, dated January 7, 2021, issued in the original principal amount of \$2,685,000.

"Premium Compound Interest Bonds" means the Bonds on which no interest is paid prior to maturity, maturing in various amounts and in the aggregate principal amount as set forth in the Pricing Certificate.

"Pricing Certificate" means the Pricing Certificate of the District's Pricing Officer to be executed and delivered pursuant to Section 3 hereof in connection with the Bonds.

"Pricing Officer" means \_\_\_\_\_ or \_\_\_\_\_ acting as the designated pricing officer of the District to execute the Pricing Certificate.

"Redemption Date" means a date fixed for redemption of any Bond pursuant to the terms of this Bond Order.

"Refundable Bonds" means any of the Outstanding Bonds.

"Refunded Bonds" means those Refundable Bonds designated by the Pricing Officer in the Pricing Certificate to be refunded.

"Registered Owner" or "Owner" means any person or entity in whose name a Bond is registered.

"Registrar" or "Paying Agent/Registrar" means the paying agent/registrar designated by the Pricing Officer in the Pricing Certificate, or such other bank, trust company, financial institution, or other entity as may hereafter be designated by the District to act as paying agent/ and registrar for the Bonds in accordance with the terms of this Bond Order.

"Registration Books" means the books and records kept and maintained by the Paying Agent/Registrar relating to the registration, transfer, exchange and payment of the Bonds and the interest thereon.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

"Special Project Bonds" shall mean those bonds authorized pursuant to Section 14 of this Bond Order.



"System" means the works, improvements, facilities, plants, equipment, and appliances comprising the waterworks, sanitary sewer, and drainage system of the District now owned or to be hereafter purchased, constructed, or otherwise acquired whether by deed, contract, or otherwise, together with any additions or extensions thereto or improvement and replacements thereof, except the Contract Facilities and the water and/or sewer and/or drainage facilities which the District may purchase or acquire with the proceeds of the sale of Special Project Bonds, so long as such Special Project Bonds are outstanding, notwithstanding that such facilities may be physically connected with the System.

"Underwriter(s)" means the purchaser(s) of the Bonds as set forth in the Pricing Certificate.

**Section 3. DATE, DENOMINATIONS, NUMBERS, DELEGATION TO PRICING OFFICER.** (a) There initially shall be issued, sold and delivered fully registered bonds, without interest coupons, which may be in the form of Current Interest Bonds or Premium Compound Interest Bonds, numbered consecutively from R-1 upward, in the case of Current Interest Bonds, and from PC-1 upward, in the case of Premium Compound Interest Bonds (except the initial Bonds delivered to the Attorney General of the State of Texas which shall be numbered T-1 and TPC-1 and upward, respectively) payable to the respective initial Registered Owners thereof, or to the registered assignee or assignees of said Bonds or any portion or portions thereof, in Authorized Denominations, maturing not later than September 1, 2031, serially or otherwise on the dates, in the years and in the principal amounts, respectively, and dated, all as set forth in the Pricing Certificate to be executed and delivered by the Pricing Officer pursuant to subsection (b) of this Section. The Pricing Certificate is hereby incorporated in and made a part of this Bond Order and shall be filed in the minutes of the Board as a part of this Bond Order.

(b) As authorized by Section 1207.007, Texas Government Code, as amended, the Pricing Officer is hereby authorized to act on behalf of the District in selling and delivering the Bonds, determining which of the Refundable Bonds shall be refunded and constitute "Refunded Bonds" under this Bond Order and carrying out the other procedures specified in this Bond Order, including determining the date of the Bonds, any additional or different designation or title by which the Bonds shall be known, the price at which the Bonds will be sold, the years in which the Bonds will mature, the principal amount to mature in each of such years, the aggregate principal amount of Current Interest Bonds and Premium Compound Interest Bonds, the rate of interest to be borne by each such maturity, the interest payment periods, the dates, price, and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the District, as well as any mandatory sinking fund redemption provisions, obtaining a rating on the Bonds, including execution of a rating application, procuring municipal bond insurance, if any, from the applicable Bond Insurer selected by the Pricing Officer and approving modifications to this Bond Order related to the procurement of such insurance and executing such instruments, documents and agreements as may be necessary with respect thereto, if it is determined by the Pricing Officer that procuring such insurance would be financially desirable and advantageous, and all other matters relating to the issuance, sale, and delivery of the Bonds and the refunding of the Refunded Bonds, all of which shall be specified in the Pricing Certificate; provided that (i) the price to be paid for the Bonds shall not be less than 90% of the aggregate original principal amount thereof plus accrued interest thereon from its date to its delivery, (ii) none of the Bonds shall bear interest at a rate, or yield in the case of Premium Compound Interest Bonds, greater than the maximum authorized by law, and (iii) the



refunding must produce a net present value debt service savings of at least 4.25% of the principal amount of the Refunded Bonds, net of any District contribution. In establishing the aggregate principal amount of the Bonds, the Pricing Officer shall establish an amount not to exceed the amount authorized in Section 1 of this Bond Order, which shall be sufficient to provide for the purposes for which the Bonds are authorized and to pay the costs of issuing the Bonds.

In satisfaction of Section 1201.022(a)(3), Texas Government Code, the Board of Directors hereby determines that the delegation of the authority to the Pricing Officer to approve the method of sale and final terms and conditions of the Bonds as set forth in this Bond Order is, and the decisions made by the Pricing Officer pursuant to such delegated authority and incorporated in the Pricing Certificate will be, in the District's best interests and shall have the same force and effect as if such determination were made by the Board of Directors, and the Pricing Officer is hereby authorized to make and include in the Pricing Certificate an appropriate finding to that effect.

(c) To achieve advantageous borrowing costs for the District, the Bonds shall be sold on a negotiated, placement or competitive basis as determined by the Pricing Officer in the Pricing Certificate. In determining whether to sell the Bonds by negotiated, placement or competitive sale, the Pricing Officer shall take into account any material disclosure issues which might exist at the time, the market conditions expected at the time of the sale and any other matters which, in the judgment of the Pricing Officer, might affect the net borrowing costs on the Bonds.

If the Pricing Officer determines that the Bonds should be sold at a competitive sale, the Pricing Officer shall cause to be prepared a notice of sale and official statement in such manner as the Pricing Officer deems appropriate, to make the notice of sale and official statement available to those institutions and firms wishing to submit a bid for the Bonds, to receive such bids, and to award the sale of the Bonds to the bidder submitting the best bid in accordance with the provisions of the notice of sale.

If the Pricing Officer determines that the Bonds should be sold by a negotiated sale or placement, the Pricing Officer shall designate the placement purchaser or the senior managing underwriter for the Bonds and such additional investment banking firms as the Pricing Officer deems appropriate to assure that the Bonds are sold on the most advantageous terms to the District. The Pricing Officer, acting for and on behalf of the District, is authorized to enter into and carry out a purchase agreement or other agreement for the Bonds to be sold by negotiated sale or placement, with the underwriters or placement purchasers at such price, with and subject to such terms as determined by the Pricing Officer pursuant to Section 3(b) above.

(d) The Current Interest Bonds shall bear interest calculated on the basis of a 360-day year composed of twelve 30-day months from the dates specified in the FORM OF BONDS set forth in this Bond Order to their respective dates of maturity or redemption at the rates per annum set forth in the Pricing Certificate.

The Premium Compound Interest Bonds shall bear interest from the Issuance Date, calculated on the basis of a 360-day year composed of twelve 30-day months (subject to rounding to the Compounded Amounts thereof), compounded on the Compounding Dates as set forth in the Pricing Certificate, and payable, together with the principal amount thereof, in the manner provided



in the Form of Bonds at the rates set forth in the Pricing Certificate. Attached to the Pricing Certificate, if Premium Compound Interest Bonds are to be issued, shall be the Accretion Table. The Accreted Value with respect to any date other than a Compounding Date is the amount set forth on the Accretion Table with respect to the last preceding Compounding Date, plus the portion of the difference between such amount and the amount set forth on the Accretion Table with respect to the next succeeding Compounding Date that the number of days (based on 30-day months) from such last preceding Compounding Date to the date for which such determination is being calculated bears to the total number of days (based on 30-day months) from such last preceding Compounding Date to the next succeeding Compounding Date.

**Section 4. CHARACTERISTICS OF THE BONDS.** (a) Registration, Transfer, Conversion and Exchange; Authentication. The District shall keep or cause to be kept at the designated office for payment of the "Paying Agent/Registrar in Austin, Texas books or records for the registration of the transfer, conversion and exchange of the Bonds (the "Registration Books"), and the District hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the District and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the registered owner of each Bond to which payments with respect to the Bonds shall be mailed, as herein provided; but it shall be the duty of each registered owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. To the extent possible and under reasonable circumstances, all transfers of Bonds shall be made within three business days after request and presentation thereof. The District shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Bond or Bonds shall be paid as provided in the FORM OF BONDS set forth in this Bond Order. Registration of assignments, transfers, conversions and exchanges of Bonds shall be made in the manner provided and with the effect stated in the FORM OF BONDS set forth in this Bond Order. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond.

An authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Bond, date and manually sign the Paying Agent/Registrar's Authentication Certificate, and no such Bond shall be deemed to be issued or outstanding unless such Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all paid Bonds and Bonds surrendered for conversion and exchange. No additional ordinances, orders, or resolutions need be passed or adopted by the Board of Directors of the District or any other body or person so as to accomplish the foregoing conversion and exchange of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Bonds in the manner prescribed herein, and the Bonds shall be of typewritten, photocopied, printed, lithographed, engraved or produced in any other similar manner, all as determined by the officers executing such bond as evidenced by their execution thereof. Pursuant to Chapter 1201, Government Code, as amended,



the duty of conversion and exchange of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Certificate, the converted and exchanged Bond shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Bonds which initially were issued and delivered pursuant to this Bond Order, approved by the Attorney General, and registered by the Comptroller of Public Accounts of the State of Texas (the "Comptroller").

(b) Payment of Bonds and Interest. The District hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Bonds, all as provided in this Bond Order. The Paying Agent/Registrar shall keep proper records of all payments made by the District and the Paying Agent/Registrar with respect to the Bonds, and of all conversions and exchanges of Bonds, and replacements of Bonds, as provided in this Bond Order. However, in the event of a nonpayment of interest on a scheduled payment date, and for 30 calendar days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the District. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 calendar days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each registered owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(c) In General. The Bonds (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Bonds to be payable only to the registered owners thereof, (ii) may be transferred and assigned, (iii) may be converted and exchanged for other Bonds, (iv) shall have the characteristics, (v) shall be signed, sealed, executed and authenticated, (vi) shall be payable as to the principal of and interest, (vii) may be redeemed prior to their scheduled maturities (notice of which shall be given to the Paying Agent/Registrar at least 40 calendar days prior to any such redemption date), and (viii) shall be administered, and the Paying Agent/Registrar and the District shall have certain duties and responsibilities with respect to the Bonds, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF BONDS set forth in this Bond Order and in the Pricing Certificate. The Bond initially issued and delivered pursuant to this Bond Order are not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Bond issued in conversion of and exchange for any Bond or Bonds issued under this Bond Order the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF BONDS.

(d) Substitute Paying Agent/Registrar. The District covenants with the registered owners of the Bonds that at all times while the Bonds are outstanding the District will provide a competent and legally qualified bank, trust company, financial institution, or other agency to act as and perform the services of Paying Agent/Registrar for the Bonds under this Bond Order, and that the Paying Agent/Registrar will be one entity. The District reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 30 days written notice to the Paying Agent/Registrar, to be effective at such time which will not disrupt or delay payment on the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise



cease to act as such, the District covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Bond Order. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Bonds, to the new Paying Agent/Registrar designated and appointed by the District. Upon any change in the Paying Agent/Registrar, the District promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each registered owner of the Bonds, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Bond Order and a certified copy of this Bond Order shall be delivered to each Paying Agent/Registrar.

(e) Book-Entry-Only System. The Bonds issued in exchange for the Bonds initially issued as provided in Section 3 shall be issued in the form of a separate single fully registered Bond for each of the maturities thereof registered in the name of Cede & Co., as nominee of The Depository Trust Company of New York ("DTC") and except as provided in subsection (f) hereof, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the District and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC participants (the "DTC Participant") or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the District and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a Registered Owner, as shown on the Registration Books, of any notice with respect to the Bonds, or (iii) the payment to any DTC Participant or any person, other than a Registered Owner, as shown in the Registration Books of any amount with respect to principal of or interest on the Bonds. Notwithstanding any other provision of this Bond Order to the contrary, but to the extent permitted by law, the District and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Registration Books as the absolute owner of such Bond for the purpose of payment of principal of and interest, with respect to such Bond, for the purposes of registering transfers with respect to such Bond, and for all other purposes of registering transfers with respect to such Bonds, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the respective Registered Owners, as shown in the Registration Books as provided in this Bond Order, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payment of principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a Registered Owner, as shown in the Registration Books, shall receive a Bond evidencing the obligation of the District to make payments of principal, and interest pursuant to this Bond Order. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Bond Order with respect to



interest checks being mailed to the registered owner at the close of business on the Record Date the word "Cede & Co." in this Bond Order shall refer to such new nominee of DTC.

(f) Successor Securities Depository; Transfer Outside Book-Entry-Only System. In the event that the District determines to discontinue the book-entry system through DTC or a successor or DTC determines to discontinue providing its services with respect to the Bonds, the District shall either (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names the Registered Owner transferring or exchanging Bond shall designate, in accordance with the provisions of this Bond Order.

(g) Payments to Cede & Co. Notwithstanding any other provision of this Bond Order to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Letter of Representations of the District to DTC.

(h) Initial Bond. The Bonds herein authorized shall be initially issued as one fully registered Current Interest Bond and one or more Premium Compound Interest Bonds as provided in the Pricing Certificate. The Initial Bonds shall be registered in the name of the Underwriter or the designees thereof. The Initial Bonds shall be the Bonds submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Comptroller and delivered to the Underwriter. Immediately after the delivery of the Initial Bonds on the Issuance Date, the Paying Agent/Registrar shall cancel the Initial Bonds delivered hereunder and exchange therefor Bonds in the form of a separate single fully registered Bond for each of the maturities thereof registered in the name of Cede & Co., as nominee of DTC and except as provided in Section 3, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

(i) DTC Blanket Letter of Representations. The District confirms execution of a Blanket Issuer Letter of Representations with DTC establishing the Book-Entry-Only System which will be utilized with respect to the Bonds.

**Section 5. FORM OF BONDS.** The form of the Bonds, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller to be attached to the Bond initially issued and delivered pursuant to this Bond Order and the Pricing Certificate, shall be, respectively, substantially as follows, with such appropriate variations, omissions, or insertions as are permitted or required by this Bond Order.

**FORM OF BONDS**

**UNITED STATES OF AMERICA  
STATE OF TEXAS**

**NORTHTOWN MUNICIPAL UTILITY DISTRICT  
UNLIMITED TAX AND REVENUE REFUNDING BOND  
SERIES \_\_\_\_\_\***

**[FORM OF FIRST PARAGRAPHS OF CURRENT INTEREST BONDS]**

**NO. R-** **PRINCIPAL  
AMOUNT**  
\$ \_\_\_\_\_

**INTEREST RATE**      **DATE OF BONDS** \*      **MATURITY DATE**      **CUSIP NO.**  
\_\_\_\_\_

**REGISTERED OWNER:**

**PRINCIPAL AMOUNT:**

**ON THE MATURITY DATE** specified above, **NORTHTOWN MUNICIPAL UTILITY DISTRICT** (the "District"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assign (hereinafter called the "Registered Owner") the principal amount set forth above, and to pay interest thereon calculated on the basis of a 360 day year of twelve 30 day months, from \_\_\_\_\_\*, payable on \_\_\_\_\_\*, and semiannually on each \_\_\_\_\_\* and \_\_\_\_\_\* thereafter to the maturity date specified above, or the date of redemption prior to maturity, at the interest rate per annum specified above; except that if this Bond is required to be authenticated and the date of its authentication is after any Record Date (hereinafter defined) but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged or converted from is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full. Notwithstanding the foregoing, during any period in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, any payment to the securities depository, or its nominee or registered assigns, shall be made in accordance with existing arrangements between the District and the securities depository.

**THE PRINCIPAL OF AND INTEREST ON** this Bond are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Bond shall be paid to the Registered Owner hereof upon presentation and surrender of this Bond at maturity or

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\*To be completed as determined by the Pricing Officer in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Pricing Certificate shall be used in the executed Bonds.#



upon the date fixed for its redemption prior to maturity at \_\_\_\_\_,\* which is the "Registrar" or "Paying Agent/Registrar" for this Bond, at its designated office for payment in \_\_\_\_\_,\* Texas. The payment of interest on this Bond shall be made by the Paying Agent/Registrar to the Registered Owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the District required by the order authorizing the issuance of the Bonds (the "Bond Order") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on or before each such interest payment date, to the Registered Owner hereof, at its address as it appeared at the close of business on the 15<sup>th</sup> calendar day of the month (whether or not a business day) preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. In the event of a non-payment of interest on a scheduled payment date, and for 30 calendar days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the District. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 calendar days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Registered Owner as it appears on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

**DURING ANY PERIOD** in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, if fewer than all of the Bonds of the same maturity and bearing the same interest rate are to be redeemed, the particular Bonds of such maturity and bearing such interest rate shall be selected in accordance with the arrangements between the District and the securities depository.

**ANY ACCRUED INTEREST** due at maturity or upon the redemption of this Bond prior to maturity as provided herein shall be paid to the Registered Owner upon presentation and surrender of this Bond for payment at the designated office for payment of the Paying Agent/Registrar. The District covenants with the Registered Owner of this Bond that on or before each principal payment date, interest payment date, and any redemption date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Bond Order, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bonds, when due.

**[FORM OF FIRST PARAGRAPHS OF PREMIUM COMPOUND INTEREST BOND]**

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\*To be completed as determined by the Pricing Officer in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Pricing Certificate shall be used in the executed Bonds.#

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NO. PC-

MATURITY  
AMOUNT  
\$ \_\_\_\_\_

INTEREST RATE      ISSUANCE DATE      MATURITY DATE      CUSIP NO.

REGISTERED OWNER:

MATURITY AMOUNT:

ON THE MATURITY DATE SPECIFIED ABOVE, NORTHTOWN MUNICIPAL UTILITY DISTRICT (the "District"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "Registered Owner") the Maturity Amount set forth above, representing the principal amount hereof and accrued and compounded interest hereon. Interest shall accrue on the principal amount hereof from the Issuance Date at the interest rate per annum specified above, calculated on the basis of a 360 day year comprised of twelve 30 day months, compounded semiannually on \_\_\_\_\_\* and \_\_\_\_\_\* of each year commencing \_\_\_\_\_, 20\_\_\*. For convenience of reference a table of the "Accreted Value" per \$5,000 Maturity Amount is printed on the reverse side of this Bond. The term "Accreted Value" as set forth in the table on the reverse side hereof shall mean the original principal amount plus initial premium per \$5,000 Maturity Amount compounded semiannually on \_\_\_\_\_\* and \_\_\_\_\_\* at the yield shown on such table.

THE MATURITY AMOUNT of this Bond is payable in lawful money of the United States of America, without exchange or collection charges. The Maturity Amount of this Bond shall be paid to the Registered Owner hereof upon presentation and surrender of this Bond at maturity, at the designated office for payment \_\_\_\_\_,\* which is the "Paying Agent/Registrar" for this Bond, and shall be drawn by the Paying Agent/Registrar on, and solely from, funds of the District required by the order authorizing the issuance of the Bonds (the "Bond Order") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided, payable to the Registered Owner hereof, as it appears on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. The District covenants with the Registered Owner of this Bond that on or before the Maturity Date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Bond Order, the amounts required to provide for the payment, in immediately available funds of the Maturity Amount, when due. Notwithstanding the foregoing, during any period in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, any payment to the securities depository, or its nominee or registered assigns, shall be made in accordance with existing arrangements between the District and the securities depository.

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\*To be completed as determined by the Pricing Officer in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Pricing Certificate shall be used in the executed Bonds.#

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**[FORM OF REMAINDER OF EACH BOND]**

**IF THE DATE** for any payment due on this Bond shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the office for payment of the Paying Agent/Registrar is located are authorized by law or executive order to close, or the United States Postal Service is not open for business, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close, or the United States Postal Service is not open for business; and payment on such date shall have the same force and effect as if made on the original date payment was due.

**THIS BOND** is one of a series of Bonds dated as of \_\_\_\_\_\* and authorized to be issued pursuant to the Bond Order adopted by the Board of Directors of the District in the principal amount of \$ \_\_\_\_\_\* [constituting \$ \_\_\_\_\_ Current Interest Bonds and \$ \_\_\_\_\_ Premium Compound Interest Bonds]\*\* **FOR PURPOSES OF REFUNDING THE REFUNDED BONDS AND PAYING CERTAIN COSTS OF ISSUING THE BONDS.** Terms used herein and not otherwise defined shall have the meanings given in the Bond Order.

(Insert Redemption Provisions as provided in the Pricing Certificate)

**ON** \_\_\_\_\_\* **OR ON ANY DATE THEREAFTER**, the Current Interest Bonds maturing on and after \_\_\_\_\_\*, may be redeemed prior to their scheduled maturities, at the option of the District, with funds derived from any available and lawful source, at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption as a whole, or from time to time in part, and, if in part, the particular Current Interest Bonds, or portions thereof, or the sinking fund installments in the case of the Term Bonds, defined below, to be redeemed shall be selected and designated by the District, and if less than all of a maturity or sinking fund installment is to be redeemed, the Paying Agent/Registrar shall determine by lot or other random customary method the Current Interest Bonds, or portions thereof within such maturity or sinking fund installment to be redeemed (provided that a portion of a Current Interest Bond may be redeemed only in integral multiples of \$5,000 of principal amount). [The Premium Compound Interest Bonds are not subject to redemption prior to maturity.]\*

**[THE BONDS MATURING ON** \_\_\_\_\_\*, \_\_\_\_\_\* **AND** \_\_\_\_\_\* (the "Term Bonds") are subject to mandatory sinking fund redemption by lot prior to maturity in the following amounts on the following dates and at a price of par plus accrued interest to the redemption date ("Term Bonds").

<b>Term Bonds Maturing _____, 20__</b>	
<b>Redemption Date</b>	<b>Principal Amount</b>
_____, 20__	\$ _____
_____, 20__ †	\$ _____ †

\_\_\_\_\_ †  
Final Maturity

\_\_\_\_\_#

\*\*To be included only if Current Interest Bonds and Premium Compound Interest Bonds are both issued and completed as determined in the Pricing Certificate.#

\*Use of Term Bonds, if any, to be determined by the Pricing Officer in the Pricing Certificate.#



**THE PRINCIPAL AMOUNT** of the Term Bonds required to be redeemed pursuant to the operation of the mandatory sinking fund redemption provisions shall be reduced, at the option of the District by the principal amount of any Term Bonds of the stated maturity which, at least 50 days prior to a mandatory redemption date, (1) shall have been acquired by the District at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the District with monies in the Interest and Sinking Fund at a price not exceeding the principal amount of the Term Bonds plus accrued interest to the date of purchase thereof, or (3) shall have been redeemed pursuant to the optional redemption provisions and not theretofore credited against a mandatory sinking fund redemption requirement.]\*

**AT LEAST** 30 calendar days prior to the date fixed for any optional redemption of Current Interest Bonds or portions thereof prior to maturity a written notice of such redemption shall be sent by the Registrar by United States mail, first-class postage prepaid, to the Registered Owner of each Current Interest Bond to be redeemed at its address as it appeared on the Register on the 45th calendar day prior to such redemption date and to major securities depositories and bond information services. By the date fixed for any such redemption due provision shall be made with the Registrar for the payment of the required redemption price for the Current Interest Bonds or portions for which such payment is made, all as provided above. The Current Interest Bonds or portions thereof which are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the Registered Owner to receive the redemption price from the Registrar out of the funds provided for such payment. If a portion of any Current Interest Bond shall be redeemed, a substitute Current Interest Bond or Bonds having the same maturity date, bearing interest at the same rate, in any authorized denomination or denominations, at the written request of the Registered Owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Registered Owner upon the surrender thereof for cancellation, at the expense of the District, all as provided in the Bond Order.

**WITH RESPECT TO** any optional redemption of the Current Interest Bonds, unless certain prerequisites to such redemption required by the Bond Order have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Current Interest Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the District, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the District shall not redeem such Current Interest Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Current Interest Bonds have not been redeemed.

\_\_\_\_\_#

\*Use of Term Bonds, if any, to be determined by the Pricing Officer in the Pricing Certificate.#



**ALL BONDS OF THIS SERIES** are issuable solely as fully registered Bonds, without interest coupons, in the principal denomination of any integral multiple of \$5,000 in the case of the Current Interest Bonds and integral multiple \$5,000 maturity amount in the case of Premium Compound Interest Bonds. As provided in the Bond Order, this Bond may, at the request of the Registered Owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate amount of fully registered Bonds, without interest coupons, payable to the appropriate Registered Owner, assignee or assignees, as the case may be, having any authorized denomination or denominations as requested in writing by the appropriate Registered Owner, assignee or assignees, as the case may be, upon surrender of this Bond to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Bond Order. Among other requirements for such assignment and transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Bond or any portion or portions hereof in any authorized denomination to the assignee or assignees in whose name or names this Bond or any such portion or portions hereof is or are to be registered. The Form of Assignment printed or endorsed on this Bond may be executed by the Registered Owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Bond or any portion or portions hereof from time to time by the Registered Owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Bond or portion thereof will be paid by the District. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, conversion or exchange (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date or (ii) with respect to any Bond or any portion thereof called for redemption prior to maturity, within forty-five (45) calendar days prior to its redemption date.

**WHENEVER** the beneficial ownership of this Bond is determined by a book entry at a securities depository for the Bonds, the foregoing requirements of holding, delivering or transferring this Bond shall be modified to require the appropriate person or entity to meet the requirements of the securities depository as to registering or transferring the book entry to produce the same effect.

**IN THE EVENT** any Paying Agent/Registrar for the Bonds is changed by the District, resigns, or otherwise ceases to act as such, the District has covenanted in the Bond Order that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the Registered Owners of the Bonds.

**THE BONDS** are payable from the proceeds of a tax, without legal limit as to rate or amount, levied upon all taxable property within the District. The Bonds are further payable from the District's Net Revenues (as defined in the Bond Order), if any. The Bond Order provides that the District reserves the right to consolidate with one or more conservation and reclamation districts, to consolidate its waterworks and sewer systems with the systems of such districts, and to secure the Bonds and any other bonds of the District or such districts by a pledge of the net revenues of the



consolidated system. The Bond Order further provides that the pledge of taxes and Net Revenues, if any, to the payment of the Bonds shall terminate at such time, if ever, as (i) money and/or direct obligations of the United States or obligations unconditionally guaranteed by the United States in an amount sufficient to defease the Bonds is deposited with or made available to the Paying Agent/Registrar in accordance with the Bond Order or (ii) the City of Austin, Texas (the "City") dissolves the District, and assumes the obligations of the District pursuant to existing Texas law and the Consent Agreement between the District and the City.

**THE BONDS** are issued pursuant to the Bond Order, whereunder the District covenants to levy a continuing direct annual ad valorem tax, without legal limit as to rate or amount, on taxable property within the District, for each year while any part of the Bonds are considered outstanding under the provisions of the Bond Order, in sufficient amount, together with revenues and receipts available from other sources which are equally available for such purposes, to pay interest on the Bonds as it becomes due, to provide a sinking fund for the payment of the principal of the Bonds when due or the redemption price at any earlier required redemption date, to pay when due the other contractual obligations of the issuer payable in whole or in part from taxes, and to pay the expenses of assessing and collecting such tax, all as more specifically provided in the Bond Order. The Bonds are further payable from the Net Revenues, if any, of the System. Reference is hereby made to the Bond Order for provisions with respect to the operation and maintenance of the District's facilities, the custody and application of funds, remedies in the event of a default hereunder or thereunder, and the other rights of the Registered Owners of the Bonds. By acceptance of this Bond the Registered Owner hereof consents to all of the provisions of the Bond Order, a certified copy of which is on file in the office of the District.

**THE OBLIGATION** to pay the principal of and the interest on this Bond is solely and exclusively the obligation of the District until such time, if ever, as the District is abolished and this Bond is assumed as described above. No other entity, including the State of Texas, any political subdivision thereof other than the District, or any other public or private body, is obligated, directly, indirectly, contingently, or in any other manner, to pay the principal of or the interest on this Bond from any source whatsoever. No part of the physical properties of the District, including the properties provided by the proceeds of the Bonds, is encumbered by any lien for the benefit of the Registered Owner of this Bond.

**THE DISTRICT RESERVES THE RIGHT** to issue (i) additional bonds equally secured by a pledge of taxes and Net Revenues or from taxes only; (ii) bonds, notes, and other obligations of inferior liens; and (iii) revenue bonds, payable solely from contracts with other persons, including private corporations, municipalities, and political subdivisions to finance facilities needed in performing any such contracts. Reference is made to the Bond Order for a complete description of the right to issue additional obligations.

**TO THE EXTENT** permitted by and in the manner provided in the Bond Order, the terms and provisions of the Bond Order and the rights of the Registered Owners of the Bonds may be modified with, in certain circumstances, the consent of the Registered Owners of a majority in aggregate principal amount of the Bonds affected thereby; provided, however, that, without the consent of the Registered Owners of all of the Bonds affected, no such modification shall (i) extend the time or times of payment of the principal of and interest on the Bonds, reduce the principal



amount thereof or the rate of interest thereon, or in any other way modify the terms of payment of the principal of or interest on the Bonds, (ii) give any preference to any Bond over any other Bond, or (iii) reduce the aggregate principal amount of the Bonds required for consent to any such modification.

**THIS BOND** shall not be valid or obligatory for any purpose or be entitled to any benefit under the Bond Order unless this Bond either (a) is registered by the Comptroller of Public Accounts of the State of Texas as evidenced by execution of the registration certificate endorsed hereon or (b) is authenticated as evidenced by execution of the authentication certificate endorsed hereon by the Paying Agent/Registrar.

**IT IS HEREBY CERTIFIED, COVENANTED, AND REPRESENTED** that all acts, conditions, and things necessary to be done precedent to the issuance of the Bonds in order to render the same legal, valid, and binding obligations of the District have happened and have been accomplished and performed in regular and due time, form, and manner, as required by law; that provision has been made for the payment of the principal of and interest on the Bonds by the levy of a continuing, direct annual ad valorem tax upon all taxable property within the District and by the pledge of Net Revenues, if any, as described above; and that issuance of the Bonds does not exceed any constitutional or statutory limitation. In the event that any provisions herein contained do or would, presently or prospectively, operate to make any part hereof void or voidable, such provisions shall be without effect or prejudice to the remaining provisions hereof, which shall nevertheless remain operative, and such violative provisions, if any, shall be reformed by a court of competent jurisdiction within the limits of the laws of the State of Texas.

**[IT IS FURTHER CERTIFIED** that the District has designated the Bonds as "qualified tax-exempt obligations" within the meaning of Section 265(b) of the Internal Revenue Code of 1986.]\*

**IN WITNESS WHEREOF**, the District has caused this Bond to be signed with the manual or facsimile signature of the President or Vice-President of the Board of Directors of the District and countersigned with the manual or facsimile signature of the Secretary or Assistant Secretary of the Board of Directors of the District, and has caused the official seal of the District to be duly impressed, or placed in facsimile, on this Bond.

**NORTHTOWN MUNICIPAL  
UTILITY DISTRICT**

\_\_\_\_\_  
Secretary [Assistant Secretary],  
Board of Directors

\_\_\_\_\_  
President [Vice-President],  
Board of Directors

(SEAL)

\_\_\_\_\_#

\*As provided in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete the missing information in this Form of Bond, the language in the Pricing Certificate shall be used in the executed Bonds.#

**FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE  
PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE**

*(To be executed if this Bond is not accompanied by an executed  
Registration Certificate of the Comptroller of Public Accounts of the State of Texas)*

It is hereby certified that this Bond has been issued under the provisions of the Bond Order described in the text of this Bond; and that this Bond has been issued in conversion or replacement of, or in exchange for, a Bond, Bonds, or a portion of a Bond or Bonds of a series which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated:

\_\_\_\_\_   
Paying Agent/Registrar

By \_\_\_\_\_   
Authorized Representative

**FORM OF ASSIGNMENT:**

**ASSIGNMENT**

For value received, the undersigned hereby sells, assigns and transfers unto

\_\_\_\_\_

\_\_\_\_\_   
Please insert Social Security or Taxpayer Identification Number of Transferee

\_\_\_\_\_

\_\_\_\_\_   
(Please print or typewrite name and address, including zip code of Transferee)

\_\_\_\_\_

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_, attorney, to register the transfer of the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

\_\_\_\_\_  
NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a securities transfer association recognized signature guarantee program.

\_\_\_\_\_  
NOTICE: The signature above must correspond with the name of the registered owner as it appears upon the front of this Bond in every particular, without alteration or enlargement or any change whatsoever.



**FORM OF REGISTRATION CERTIFICATE OF  
THE COMPTROLLER OF PUBLIC ACCOUNTS**

**COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO.**

I hereby certify that this Bond has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this

\_\_\_\_\_  
Comptroller of Public Accounts  
of the State of Texas

(COMPTROLLER'S SEAL)

**INSERTIONS FOR THE INITIAL BOND**

1. The initial Current Interest Bond shall be in the form set forth in this Section, except that:
  - A. immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As shown below" and "CUSIP NO." shall be deleted.
  - B. the first paragraph shall be deleted and the following will be inserted:

"ON THE MATURITY DATE SPECIFIED BELOW, Northtown Municipal Utility District (the "District"), being a political subdivision, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on \_\_\_\_\_\* in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

Maturity Date	Principal Amount	Interest Rate
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(Information from Pricing Certificate to be inserted)

The District promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from \_\_\_\_\_\* at the respective Interest Rate per annum specified above. Interest is payable on \_\_\_\_\_\* and semiannually on each \_\_\_\_\_\* and \_\_\_\_\_\* thereafter to the date of payment of the principal installment specified above; except, that if this Bond is required to be authenticated and the date of its authentication is after any Record Date (hereinafter defined) but on or before the next following \_\_\_\_\_#

\*To be completed as determined by the Pricing Officer in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Pricing Certificate shall be used in the executed Bonds.#

interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full."

C. The initial Bond for a Current Interest Bond shall be numbered "T-1."

2. The Initial Premium Compound Interest Bond shall be in the form set forth in this Section, except that:

A. immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As shown below" and "CUSIP NO." shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

**"ON THE MATURITY DATE SPECIFIED BELOW**, Northtown Municipal Utility District (the "District"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "Registered Owner") the Payment at Maturity on \_\_\_\_\_\* in each of the years and in installments of the respective Maturity Amounts set forth in the following schedule:

<u>Year</u>	<u>Maturity Amount</u>	<u>Interest Rate</u>
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(Information from Pricing Certificate to be inserted)

The amount shown above as the respective Maturity Amounts represent the principal amount hereof and accrued and compounded interest hereon. Interest shall accrue on the principal amount hereof from the Issuance Date at the interest rate per annum specified above, compounded semiannually on \_\_\_\_\_ and \_\_\_\_\_\* of each year commencing \_\_\_\_\_. For convenience of reference, a table appears on the back of this Bond showing the "Compounded Amount" of the original principal amount plus initial premium, if any, per \$5,000 Maturity Amount compounded semiannually at the yield shown on such table."

C. The initial Premium Compound Interest Bond shall be numbered "TPC-1."

**Section 6. SECURITY FOR THE BONDS.** (a) Pledge and Levy of Taxes. For each year while any Bond is outstanding and the District remains in existence, the Board shall consider the taxable property in the District and determine the actual rate of the bond tax and/or the maintenance tax per \$100 valuation of taxable property which is to be levied in that year, and levy the bond tax and/or the maintenance tax against all taxable property in the District.

\_\_\_\_\_#

\*To be completed as determined by the Pricing Officer in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Pricing Certificate shall be used in the executed Bonds.#



(i) Annual Budget. Prior to determining the bond tax and/or maintenance tax to be levied for any calendar year, the Board shall adopt an annual budget for the District setting forth the estimated expenditures and disbursements of the District's receipts, revenues, and funds, the estimated receipts, revenues and funds and the sources thereof, and the District's debt service for the succeeding fiscal year. The budget shall be developed in accordance with generally accepted accounting procedures and shall contain such budgetary items and provisions as may be reasonably necessary to reflect adequately the operations and activities of the District for the annual period covered by the budget. The board shall not determine the bond tax and/or maintenance tax to be levied for any calendar year until the Board has approved an annual budget for the expenditure and disbursement of the receipts, revenues and funds of the District.

(ii) Establishment of District Interest and Sinking Fund and Levy of Bond Tax. A special fund or account, to be designated the Northtown Municipal Utility District Interest and Sinking Fund (the "Interest and Sinking Fund") is hereby created and shall be established and maintained by the District at its official depository bank. The Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of the District, and shall be used only for paying the principal, interest and redemption price of the Bonds. All taxes levied and collected for and on account of the Bonds shall be deposited, as collected, to the credit of the Interest and Sinking Fund. During each year while any of the Bonds are outstanding and unpaid, the District shall compute and ascertain the rate and amount of ad valorem tax, based on the latest approved tax rolls of the District, with full allowances being made for tax delinquencies and costs of tax collections, which will be sufficient to raise and produce the money required to make payment of the principal and interest on the Bonds. The rate and amount of ad valorem tax is hereby ordered to be levied and is hereby levied without limit as to rate or amount and is hereby levied without limit as to rate or amount against all taxable property in the District for each year while any of the Bonds are outstanding and unpaid, and such ad valorem tax shall be assessed and collected each such year and deposited to the credit of the Interest and Sinking Fund. In determining the rate of tax to be levied, assessed and collected, the District may take into account the amount of funds on hand in the Interest and Sinking Fund including the amounts therein from the deposit of Net Revenues. The ad valorem taxes and the Net Revenues are hereby irrevocably pledged to the payment of the principal of and interest on the Bonds as same become due.

(b) Pledge of Net Revenues. The District covenants and agrees that the Net Revenues, if any, are hereby pledged for payment of the Bonds. The revenues hereby pledged shall immediately be subject to the lien of this pledge without any physical delivery thereof or further act, and the lien of this pledge shall be valid and binding as against any parties of any kind having a claim of any kind in tort, contract or otherwise against the District irrespective of whether such parties have notice thereof.

To the extent provided by law, such pledge of Net Revenues and taxes will terminate if the City takes over all properties and assets, assumes all debts, liabilities, and obligations, and performs all functions and services of the District, and the District is abolished pursuant to law and the Consent Agreement.



The laws of the State of Texas permit the District to be consolidated with one or more conservation and reclamation districts. In the event the District is consolidated with another district or districts, the District reserves the right to:

(i) Consolidate the System with a similar system of one or more districts with which the District is consolidating and operate and maintain the systems as one consolidated system (herein for purposes of this section the "Consolidated System").

(ii) Apply the net revenues from the operation of the Consolidated System to the payment of principal, interest, redemption price and bank charges on the revenue bonds or the combination tax and revenue bonds (herein for purposes of this section the "Revenue Bonds") of the District and of the district or districts with which the District is consolidating (herein collectively the "Consolidating Districts") without preference to any series of bonds (except subordinate lien revenue bonds which shall continue to be subordinate to the first lien Revenue Bonds of the Consolidating Districts).

(iii) Pledge the net revenues of the Consolidated System to the payment of principal, interest, redemption price and bank charges on Revenue Bonds which may be issued by the Consolidating Districts on a parity with the outstanding first lien Revenue Bonds of the Consolidating Districts.

(c) Perfection. Chapter 1208, Government Code, applies to the issuance of the Bonds and the pledge of taxes and revenues granted by the District under Section 7 of this Bond Order, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Bonds are outstanding and unpaid such that the pledge of taxes and revenues granted by the District under Section 7 of this Bond Order is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, then in order to preserve to the registered owners of the Bonds the perfection of the security interest in said pledge, the District agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

**Section 7. DEFEASANCE OF BONDS.** (a) Any Bond and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Bond") within the meaning of this Bond Order, except to the extent provided in subsections (c) and (e) of this Section, when payment of the principal of such Bond, plus interest thereon to the due date or dates (whether such due date or dates be by reason of maturity, upon redemption, or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof (including the giving of any required notice of redemption) or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar for such payment (1) lawful money of the United States of America sufficient to make such payment, (2) Defeasance Securities, certified by an independent public accounting firm of national reputation to mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment and when proper arrangements have been made by the District with the Paying Agent/Registrar for the payment of its services until all Defeased Bonds shall have become due and payable or (3) any combination of (1) and (2). At such time as a Bond



shall be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes or revenues herein levied and pledged as provided in this Bond Order, and such principal and interest shall be payable solely from such money or Defeasance Securities and thereafter the District will have no further responsibility with respect to amounts available to such Paying Agent/Registrar (or other financial institution permitted by applicable law) for the payment of such Defeased Bond, including any insufficiency therein caused by the failure of the Paying Agent/Registrar (or other financial institution permitted by law) to receive payment when due on the Defeasance Securities. #

(b) The deposit under clause (ii) of subsection (a) shall be deemed a payment of a Bond as aforesaid when proper notice of redemption of such Bonds shall have been given, in accordance with this Bond Order. Any money so deposited with the Paying Agent/Registrar as provided in this Section may at the discretion of the Board of Directors also be invested in Defeasance Securities, maturing in the amounts and at the times as hereinbefore set forth, and all income from all Defeasance Securities in possession of the Paying Agent/Registrar pursuant to this Section which is not required for the payment of such Bond and premium, if any, and interest thereon with respect to which such money has been so deposited, shall be turned over to the Board of Directors.

(c) Notwithstanding any provision of any other Section of this Bond Order which may be contrary to the provisions of this Section, all money or Defeasance Securities set aside and held in trust pursuant to the provisions of this Section for the payment of principal of the Bonds and premium, if any, and interest thereon, shall be applied to and used solely for the payment of the particular Bonds and premium, if any, and interest thereon, with respect to which such money or Defeasance Securities have been so set aside in trust. Until all Defeased Bonds shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Bonds the same as if they had not been defeased, and the District shall make proper arrangements to provide and pay for such services as required by this Bond Order.

(d) Notwithstanding anything elsewhere in this Bond Order, if money or Defeasance Securities have been deposited or set aside with the Paying Agent/Registrar pursuant to this Section for the payment of Bonds and such Bonds shall not have in fact been actually paid in full, no amendment of the provisions of this Section shall be made without the consent of the registered owner of each Bond affected thereby.

(e) Notwithstanding the provisions of subsection (a) immediately above, to the extent that, upon the defeasance of any Defeased Bond to be paid at its maturity, the District retains the right under Texas law to later call that Defeased Bond for redemption in accordance with the provisions of the Bond Order authorizing its issuance, the District may call such Defeased Bond for redemption upon complying with the provisions of Texas law and upon the satisfaction of the provisions of subsection (a) immediately above with respect to such Defeased Bond as though it was being defeased at the time of the exercise of the option to redeem the Defeased Bond and the effect of the redemption is taken into account in determining the sufficiency of the provisions made for the payment of the Defeased Bond.



**Section 8. FUNDS, FLOW OF FUNDS, APPLICATION OF FUNDS AND INVESTMENTS.**

(a) Designation of Funds. The following funds are hereby created or affirmed:

- (i) the Operating Fund;
- (ii) the Interest and Sinking Fund; and
- (iii) the Escrow Fund.

Each fund shall be kept separate and apart from all other funds of the District. The Interest and Sinking Fund shall constitute a trust fund which shall be held in trust for the benefit of the owners of the Bonds. All other funds shall be used solely as provided in this Bond Order.

(b) Operating Fund. The Operating Fund shall comprise the fund of the District for operating and maintaining the System and paying general and administrative expenses of the District. The District shall deposit to the credit of the Operating Fund all income or increment which may grow out of the ownership and operation of the System unless derived from contracts with other persons, including private corporations, municipalities, and political subdivisions which, under the terms of the authorizing orders, may be pledged for the requirements of the District's revenue bonds issued particularly to finance the facilities needed in performing any such contracts, and the District may deposit to the credit of the Operating Fund such other income or receipts of the District not otherwise required to be applied by this Bond Order. The Operating Fund shall be used solely to (i) pay all reasonable expenses of the administration, efficient operation, and adequate maintenance of the System, (ii) transfer from time to time any excess to the credit of the Interest and Sinking Fund when needed to pay the obligations of the District payable therefrom, and (iii) to the extent the balance of the Interest and Sinking Fund and tax collections available for deposit thereto are sufficient to pay when due the obligations of the District payable from the Interest and Sinking Fund, to pay any other expense of the District.

(c) Escrow Fund. The proceeds from the sale of the Bonds after paying or making provisions for the payment of the costs in connection with issuing the Bonds, shall be deposited into the Escrow Fund as described in the Escrow Agreement.

(d) Interest and Sinking Fund. The Interest and Sinking Fund shall comprise the interest and sinking fund of the District. The District shall deposit to the credit of the Interest and Sinking Fund (i) accrued interest on the Bonds from their date to the date of their delivery, (ii) collections of District taxes or Net Revenues, if any, to the extent provided in Section 7(a) and 7(b) hereof and (iii) amounts transferred from the Operating Fund to the extent provided in paragraph (b) of this Section 8. The Interest and Sinking Fund, including interest earnings or amounts deposited therein, shall be applied solely to pay the principal or redemption price of and interest on the Bonds when due, and the fees of the Paying Agent/Registrar.

(e) Investment of Funds. The Board may place money in any fund created by this Bond Order in time or demand deposits or invest such moneys as authorized by law at the time of such deposit. The District hereby covenants that the proceeds of the sale of the Bonds will be used as



soon as practicable for the purposes for which the Bonds are issued. Obligations purchased as an investment of money in any fund shall be deemed to be a part of such fund. Except as otherwise provided by law or by this Bond Order, amounts received from the investment of any money in any fund created by this Bond Order, except the Interest and Sinking Fund and Escrow Fund which shall be applied as set forth in Section 8(c) and (d) above, may be placed into any fund of the District as determined by the Board.

(f) Security for Funds. All funds created by this Bond Order shall be secured in the manner and to the fullest extent required by law for the security of funds of the District.

**Section 9. CUSTODY, APPROVAL, AND REGISTRATION OF BONDS; BOND COUNSEL'S OPINION; CUSIP NUMBERS AND CONTINGENT INSURANCE PROVISION, IF OBTAINED.** The President of the Board of Directors of the District is hereby authorized to have control of the Bonds initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Bonds pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller. Upon registration of the Bonds said Comptroller (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Bonds, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Certificate. The approving legal opinion of the District's Bond Counsel and the assigned CUSIP numbers may, at the option of the District, be printed on the Bonds issued and delivered under this Bond Order, but neither shall have any legal effect, and shall be solely for the convenience and information of the registered owners of the Bonds. In addition, if a municipal bond insurance policy is obtained, the Bonds may bear an appropriate legend as provided by such Bond Insurer.

**Section 10. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE BONDS.** (a) Covenants. The District covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Bonds as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the District covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Bonds or the Refunded Bonds or the projects financed or refinanced therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds of the Bonds or the Refunded Bonds or the projects financed or refinanced therewith are so used, such amounts, whether or not received by the District, with respect to such private business use, do not, under the terms of this Bond Order or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Bonds, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Bonds or the Refunded Bonds or the projects financed or refinanced therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private



business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Bonds (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action which would otherwise result in the Bonds being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Bonds being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Bonds, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Bonds, other than investment property acquired with --

(A) proceeds of the Bonds invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 90 days or less until such proceeds are needed for the purpose for which the Bonds are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Bonds;

(7) to otherwise restrict the use of the proceeds of the Bonds or amounts treated as proceeds of the Bonds, as may be necessary, so that the Bonds do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(8) to refrain from using the proceeds of the Bonds or proceeds of any prior bonds to pay debt service on another issue more than 90 days after the date of issue of the Bonds in contravention of the requirements of section 149(d) of the Code (relating to advance refundings); and

(9) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Bonds) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Bonds have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.



(b) Rebate Fund. In order to facilitate compliance with the above covenant (9), a "Rebate Fund" is hereby established by the District for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the bondholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Proceeds. The District understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the Refunded Bonds expended prior to the date of issuance of the Bonds. It is the understanding of the District that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Bonds, the District will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Bonds, the District agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In furtherance of such intention, the District hereby authorizes and directs the President and Vice President of the Board of Directors to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the District, which may be permitted by the Code as are consistent with the purpose for the issuance of the Bonds. This Bond Order is intended to satisfy the official intent requirements set forth in Section 1.150-2 of the Treasury Regulations.

(d) Disposition of Project. The District covenants that the property constituting the projects financed or refinanced with the proceeds of the Bonds will not be sold or otherwise disposed in a transaction resulting in the receipt by the District of cash or other compensation, unless the District obtains an opinion of nationally recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Bonds. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the District shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Designation as Qualified Tax-Exempt Bonds. The Pricing Officer is authorized to designate the Bonds as "qualified tax-exempt obligations" as defined in section 265(b)(3) of the Code if the District qualifies to make such a designation at the time of pricing the Bonds. In the event the Pricing Officer makes such designation, the District represents, covenants and warrants the following: (a) that during the calendar year in which the Bonds are issued, the District (including any subordinate entities) has not designated nor will designate bonds, which when aggregated with the Bonds, will result in more than \$10,000,000 (or such amount permitted by Section 265 of the Code) of "qualified tax-exempt obligations" being issued; (b) that the District reasonably anticipates that the amount of tax-exempt obligations issued, during the calendar year in which the Bonds are issued,



by the District (or any subordinate entities) will not exceed \$10,000,000 (or such amount permitted by Section 265 of the Code); and (c) that the District will take such action or refrain from such action as necessary, and as more particularly set forth in this Section, in order that the Bonds will not be considered "private activity bonds" within the meaning of section 141 of the Code. The Pricing Officer may modify the foregoing representations, covenants and warranties in the Pricing Certificate as necessary and appropriate to comply with applicable provisions of the Code in existence at the time of pricing of the Bonds.

**Section 11. SALE OF BONDS.** The Bonds shall be sold and delivered, pursuant to a bond purchase agreement by and between the District and Underwriter at a price and under the terms set forth in the Pricing Certificate. The bond purchase agreement is hereby approved in substantially the form used for the District's last refunding with such changes as approved by the Pricing Officer.

**Section 12. GENERAL COVENANTS OF THE DISTRICT.** The District covenants and represents that:

(1) It has lawful power to issue the Bonds and to pledge the Net Revenues and has lawfully exercised such power under the Constitution and laws of the State of Texas.

(2) The Bonds shall be ratably secured in such manner that no one Bond shall have preference over other Bonds.

(3) Except for the pledge to the payment of the Bonds and the Outstanding Bonds, the Net Revenues have not been in any manner pledged to the payment of any debt or obligation of the District or of the System.

(4) It has obtained or will obtain and will comply with the terms and conditions of all franchises, permits, and authorizations and will maintain same in full force and effect.

(5) It will proceed to acquire and construct with all due diligence and dispatch so much of the System as shall have been financed with the proceeds of the Bonds.

(6) It will levy an ad valorem tax that will be sufficient to provide funds to pay the interest on the Bonds and to provide the necessary sinking fund, all as described in Section 6 of this Bond Order.

(7) It shall keep accurate records and accounts and employ an independent certified public accountant to audit and report on its financial affairs at the close of each fiscal year. Such audits shall be in accordance with applicable law, rules, and regulations in effect from time to time, including particularly Section 49.191 of the Texas Water Code, as amended, and the Water District Accounting Manual adopted by the Commission. A copy of such audit shall be filed in the office of the District and shall be open to inspection by any interested person during normal office hours. The District shall allow any holder or holders of not less than 25% in principal amount of the bonds then outstanding to inspect the System and all records, accounts, and data of the District relating thereto at all reasonable times and



shall furnish a copy of such audit report to any such holder or holders upon request upon payment to the District of the charge therefor as prescribed by law.

(8) The President, the Vice President, the Secretary, and all other officers of the Board from time to time, or any of them, are hereby authorized and directed to do any and all things required for the construction of the System and are further authorized and directed to make money of the District available for the payment of the Bonds in the manner provided by law and herein.

(9) So long as any of the Bonds or the Additional Bonds remain outstanding, the District covenants that it will at all times maintain the System or within the limits of its authority cause the same to be maintained, in good condition and working order and will operate the same, or cause the same to be operated, in an efficient and economical manner at a reasonable cost and in accordance with sound management principles. In operating and maintaining the System, the District will comply with all contractual provisions and agreements entered into by it and with all valid rules, regulations, directions or orders of any governmental, administrative or judicial body having jurisdiction over the District.

**Section 13. REMEDIES OF REGISTERED OWNERS.** In addition to all rights and remedies of any registered owner of the Bonds provided by the laws of the State of Texas the District and the Board covenant and agree that in the event the District defaults in the payment of the principal of or interest on any of the Bonds when due, fails to make the payments required by this Bond Order to be made into the Interest and Sinking Fund, or defaults in the observance or performance of any of the covenants, conditions, or obligations set forth in this Bond Order, the registered owner of any of the Bonds shall be entitled to a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the Board and other officers of the District to observe and perform any covenant, obligation, or condition prescribed in this Bond Order. No delay or omission by any registered owner upon default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right or power may be exercised from time to time and as often as may be deemed expedient. The specific remedies mentioned in this Bond Order shall be available to the registered owners of the Bonds as provided herein and shall be cumulative of all other lasting remedies.

**Section 14. ADDITIONAL BONDS, SPECIAL PROJECT BONDS AND REFUNDING BONDS.** (a) Additional Bonds, Inferior Obligations and Refunding Bonds. The District expressly reserves the right to issue in one or more installments or issues, additional bonds heretofore voted but unissued and bonds hereafter voted and payable from a lien on and pledge of taxes and revenues on a parity with and of equal dignity with the pledge for the Bonds; and bonds, notes and other obligations of inferior liens. This District further reserves the right to issue refunding bonds, notes or other obligations in any manner permitted by law to refund any Bonds, Additional Bonds, bonds, notes or other obligations at or prior to their respective dates of maturity or redemption.

(b) Special Project Bonds. The District further reserves the right to issue bonds in one or more installments for the purchase, construction, improvement, extension, replacement, enlargement or repair of water, sewer and/or drainage facilities necessary under contract or contracts with



persons, corporations, municipal corporations, political subdivisions, or other entities, such bonds to be payable from and secured by the proceeds of such contract or contracts. The District further reserves the right to refund such bonds.

**Section 15. APPROVAL OF OFFERING DOCUMENTS, AND THE FORM OF PAYING AGENT/REGISTRAR AGREEMENT AND ESCROW AGREEMENT.** The Pricing Officer is hereby authorized to approve the Preliminary Official Statement and the Official Statement relating to the Bonds and any addenda, supplement or amendment thereto, and to deem such document final in accordance with Rule 15c2-12, the Board further approves the distribution of such Official Statement in the reoffering of the Bonds by the Underwriter in final form, with such changes therein or additions thereto as the Pricing Officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof.

The Paying Agent/Registrar Agreement ("Paying Agent Agreement") in substantially the form previously approved by the District is hereby approved and the Pricing Officer is hereby authorized and directed to complete, amend, modify and execute the Paying Agent Agreement, as necessary.

The discharge and defeasance of Refunded Bonds shall be effectuated pursuant to the terms and provisions of an Escrow Agreement, in the form and containing the terms and provisions as shall be approved by a Pricing Officer, including any insertions, additions, deletions, and modifications as may be necessary (a) to carry out the program designed for the District by the underwriters or purchasers, (b) to maximize the District's present value savings and/or to minimize the District's costs of refunding, (c) to comply with all applicable laws and regulations relating to the refunding of the Refunded Bonds and (d) to carry out the other intents and purposes of this Bond Order; and, the Pricing Officer is hereby authorized and directed to designate the escrow agent and execute and deliver such Escrow Agreement on behalf of the District, in multiple counterparts.

To maximize the District's present value savings and to minimize the District's costs of refunding, the District hereby authorizes and directs that certain of the Refunded Bonds shall be called for redemption prior to maturity in the amounts, at the dates and at the redemption prices set forth in the Pricing Certificate, and the Pricing Officer is hereby authorized and directed to take all necessary and appropriate action to give or cause to be given a notice of redemption to the holders or paying agent/registrar, as appropriate, of such Refunded Bonds, in the manner required by the documents authorizing the issuance of such Refunded Bonds.

The Pricing Officer and the Escrow Agent are each hereby authorized (a) to subscribe for, agree to purchase, and purchase Defeasance Securities that are permitted investments for a defeasance escrow established to defease Refunded Bonds, and to execute any and all subscriptions, purchase agreements, commitments, letters of authorization and other documents necessary to effectuate the foregoing, and any actions heretofore taken for such purpose are hereby ratified and approved, and (b) to authorize such contributions to the escrow fund as are provided in the Escrow Agreement.



**Section 16. DAMAGED, MUTILATED, LOST, STOLEN OR DESTROYED BONDS.** (a) Replacement Bonds. In the event any outstanding Bond is damaged, mutilated, lost, stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed, executed, and delivered, a new bond of the same principal amount, maturity, and interest rate, as the damaged, mutilated, lost, stolen, or destroyed Bond, in replacement for such Bond in the manner hereinafter provided.

(b) Application for Replacement Bonds. Application for replacement of damaged, mutilated, lost, stolen, or destroyed Bonds shall be made by the registered owner thereof to the Paying Agent/Registrar. In every case of loss, theft, or destruction of a Bond, the registered owner applying for a replacement bond shall furnish to the District and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft, or destruction of a Bond, the registered owner shall furnish to the District and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft, or destruction of such Bond. In every case of damage or mutilation of a Bond, the registered owner shall surrender to the Paying Agent/Registrar for cancellation the Bond so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Bond shall have matured, and no default has occurred which is then continuing in the payment of the principal of or interest on the Bond, the District may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Bond) instead of issuing a replacement Bond, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Bonds. Prior to the issuance of any replacement bond, the Paying Agent/Registrar shall charge the registered owner of such Bond with all legal, printing, and other expenses in connection therewith. Every replacement bond issued pursuant to the provisions of this Section by virtue of the fact that any Bond is lost, stolen, or destroyed shall constitute a contractual obligation of the District whether or not the lost, stolen, or destroyed Bond shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Bond Order equally and proportionately with any and all other Bonds duly issued under this Bond Order.

(e) Authority for Issuing Replacement Bonds. In accordance with Subchapter B of Texas Government Code, Chapter 1206, this Section of this Bond Order shall constitute authority for the issuance of any such replacement Bond without necessity of further action by the governing body of the District or any other body or person, and the duty of the replacement of such Bonds is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Bonds in the form and manner and with the effect, as provided in Section 5(a) of this Bond Order for Bonds issued in conversion and exchange for other Bonds.

**Section 17. ORDER A CONTRACT, AMENDMENTS.** The District acknowledges that the covenants and obligations of the District herein contained are a material inducement to the purchase of the Bonds. This Bond Order shall constitute a contract with the holders of the Bonds from time to time, binding on the District and its successors and assigns, and shall not be amended or repealed by the District so long as any Bond remains outstanding except as permitted in this Section.



The District may, without the consent of or notice to any holders of Bonds, from time to time and at any time amend this Bond Order in any manner not detrimental to the interests of the holders of the Bonds, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the District may, with the written consent (expressed as provided herein) of the holders of a majority in aggregate principal amount of the Bonds then outstanding affected thereby, amend, add to, or rescind any of the provisions of this Bond Order; provided that, without the consent of the holders of all of the Bonds affected, no such amendment addition, or rescission shall (i) extend the time or times of payment of the principal of and interest on the Bonds, reduce the principal amount thereof or the rate of interest thereon, change the place or places, or the coin or currency in which, any Bond or the interest thereon is payable or in any other way modify the terms of payment of the principal of or interest on the Bonds, (ii) give any preference to any Bond over any other Bond, or (iii) reduce the aggregate principal amount of Bonds required for consent to any such amendment, addition, or rescission. Whenever the District shall desire to make any amendment or addition to or rescission of this Bond Order requiring the consent of holders of the Bonds, the District shall cause notice of the amendment, addition, or rescission to be published at least once a week for two consecutive weeks in a newspaper or financial journal of general circulation in the City of Austin, Texas, the first of each such publications being at least 30 days prior to the date of adoption of such amendment, addition, or rescission. If, because of temporary or permanent suspension of publication or general circulation of such newspapers or journals, it is impossible or impracticable to publish such notice in the manner provided herein, then such publication in lieu thereof as the District shall deem satisfactory shall constitute sufficient publication of such notice. Whenever, at any time within one year after the date of the first publication of such notice, the District shall receive an instrument or instruments in writing executed by the holders of a majority in aggregate principal amount of the Bonds then outstanding affected by any such amendment, addition, or rescission requiring the consent of holders of Bonds, which instrument or instruments shall refer to the proposed amendment, addition, or rescission described in such notice and shall specifically consent to and approve the adoption thereof in substantially the form of the copy thereof referred to in such notice, thereupon, but not otherwise, the District may adopt such amendment addition, or rescission in substantially such form, except as herein provided. No holder of Bonds may thereafter object to the adoption of such amendment, addition, or rescission, or to any of the provisions thereof, and such amendment, addition, or rescission shall be fully effective for all purposes.

**Section 18. PARTIES INTEREST HEREIN.** Nothing in this Bond Order, expressed or implied, is intended or shall be construed to confer upon, or to give to, any person or entity, other than the District, the Bond Insurer and the registered owners of the Bonds, any right, remedy or claim under or by reason of this Bond Order or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Bond Order contained by and on behalf of the District shall be for the sole and exclusive benefit of the District and the registered owners of the Bonds.

**Section 19. OPEN MEETING.** It is hereby officially found and determined that the meeting at which this Bond Order is adopted, was open to the public, and public notice of the time, place, and purpose of said meeting was given, all as required by Chapter 551, Government Code, as amended and Section 49.064, Texas Water Code, as amended.



**Section 20. REFUNDING OF REFUNDED BONDS.** That concurrently with the delivery of the Bonds, the Pricing Officer shall cause to be deposited an amount from the proceeds of the sale of the Bonds with the Escrow Agent sufficient, together with other legally available funds of the District, if any, to provide for the refunding and defeasance of the Refunded Bonds, which are hereby called for redemption on the date determined by the Pricing Officer in the Pricing Certificate. The Pricing Officer is further authorized and directed to apply and there is hereby appropriated such moneys of the District as are necessary to fund the Escrow Fund to be established by the Escrow Agreement with amounts sufficient to provide for the defeasance of the Refunded Bonds on the date of delivery of the Bonds. The Pricing Officer is hereby authorized and directed to issue to the Escrow Agent the Notices of Redemption with respect to the Refunded Bonds in the manner required by the documents authorizing the issuance of such Refunded Bonds.

**Section 21. AMENDMENTS.** (a) Amendment with Consent of Owners of 51% of Bonds. The owners of 51% in aggregate principal amount of then outstanding Bonds shall have the right from time to time to approve any amendment to this Bond Order which may be deemed necessary or desirable by the District; provided however, that, other than as permitted by subsection (f) of this Section 21, nothing herein contained shall permit or be construed to permit the amendment, without the consent of the owner of each of the outstanding Bonds affected thereby, of the terms and conditions of this Bond Order or the Bonds so as to:

- (1) change debt service requirements, interest payment dates or the maturity or maturities of the outstanding Bonds;
- (2) reduce the rate of interest borne by any of the outstanding Bonds;
- (3) reduce the amount of the principal of, redemption premium, if any, or interest on the outstanding Bonds or impose any conditions with respect to such payments;
- (4) modify the terms of payment of principal of, redemption premium, if any, or interest on the outstanding Bonds, or impose any conditions with respect to such payments;
- (5) affect the right of the Registered Owners of less than all of the Bonds then outstanding; or
- (6) decrease the minimum percentage of the principal amount of Bonds necessary for consent to any such amendment.

(b) Notice of Amendment. If at any time the District shall desire to amend this Bond Order it may cause a written notice of the proposed amendment to be published at least once on a business day in a financial newspaper, journal, or publication of general circulation in the City of New York, New York, or in the State of Texas. If, because of temporary or permanent suspension of the publication or general circulation of all such newspapers, journals, or publications, it is impossible or impractical to publish such notice in the manner provided herein, then such publication in lieu thereof as shall be made by the Registrar shall constitute a sufficient publication of notice. In addition to such publication, the Registrar shall cause a written notice of the proposed amendment to be given by registered or certified mail to Registered Owners of the Bonds as shown on the



Registration Books maintained by the Registrar; provided, however, that failure to receive such written notice of the proposed amendment, or any defect therein or in the mailing thereof, shall not affect the validity of any proceeding in connection with, or the adoption of, such amendment. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the principal office of the Registrar for inspection by all Registered Owners of Bonds.

(c) Consent to Amendment. Whenever at any time not less than 30 days, and within one year, from the date of the first publication of said notice or other services of written notice the District shall receive an instrument or instruments executed by the Registered Owners of at least 51% in aggregate principal amount of all Bonds then outstanding, which instrument or instruments shall refer to the proposed amendment described in said notice and shall specifically consent to and approve such amendment, the District may adopt the amendatory resolution or order in substantially the same form.

(d) Effect of Amendment. Upon the adoption of any amendatory resolution or order pursuant to the provisions of this Section, this Bond Order shall be deemed to be amended in accordance with such amendatory resolution or order, and the respective rights, duties, and obligations under such amendatory resolution or order of all the Registered Owners shall thereafter be determined and exercised subject in all respects to such amendments.

(e) Consent of Registered Owners. Any consent given by a Registered Owners pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the first publication of the notice provided for in this Section and shall be conclusive and binding upon all future owners of the Bonds during such period. Such consent may be revoked by the Registered Owner who gave such consent at any time after six months from the date of the first giving of such notice, or by a successor in title, by filing notice thereof with the Registrar and the District, but such revocation shall not be effective if the Registered Owners of 51% in aggregate principal amount of the then outstanding Bonds have, prior to the attempted revocation, consented to and approved the amendment.

(f) Amendments Without Consent. Notwithstanding the provisions of (a) through (f) of this Section, and without notice of the proposed amendment and without the consent of the Registered Owners. The District may, at any time, amend this Bond Order to cure any ambiguity or to cure, correct, or supplement any defective or inconsistent provision contained therein, or to make any other change that does not in any respect materially and adversely affect the interest of the Registered Owners, provided that no such amendment shall be made contrary to the provision to Section 21(a), and a duly certified or executed copy of each such amendment shall be filed with the Registrar.

**Section 22. DISTRICT'S SUCCESSORS AND ASSIGNS.** Whenever in this Bond Order the District is named and referred to, it shall be deemed to include its successors and assigns, and all covenants and agreements in this Bond Order by or on behalf of the District, except as otherwise provided herein, shall bind and inure to the benefit of its successors and assigns whether or not so expressed.



**Section 23. NO RECOURSE AGAINST DISTRICT OFFICERS OR DIRECTORS.** No recourse shall be had for the payment of the principal of or interest on the Bonds or for any claim based thereon or on this Bond Order against any officer or director of the District or any person executing the Bonds.

**Section 24. PAYING AGENT/REGISTRAR.** The Paying Agent/Registrar shall act as agent for the payment of principal of and interest on the Bonds and shall maintain the Register for the Bonds, all in accordance with the terms of this Bond Order. If the Paying Agent/Registrar or its successor becomes unable for any reason to act as Paying Agent/Registrar hereunder, or if the Board of Directors of the District determines that a successor Paying Agent/Registrar should be appointed, a successor Paying Agent/Registrar shall be selected by the District. Any successor Paying Agent/Registrar shall be either a bank, trust company, financial institution, or other entity duly qualified and legally authorized to serve and perform the duties as paying agent and registrar for the Bonds.

**Section 25. PAYING AGENT/REGISTRAR MAY OWN BONDS.** The Paying Agent/Registrar, in its individual or any other capacity, may become the owner or pledgee of the Bonds with the same rights it would have if it were not Registrar.

**Section 26. BENEFITS OF ORDER PROVISIONS.** Nothing in this Bond Order or in the Bonds, expressed or implied, shall give or be construed to give any person, firm, or corporation, other than the District, the Registrar, and the Registered Owners, any legal or equitable right or claim under or in respect of this Bond Order, or under any covenant, condition, or provision herein contained, all the covenants, conditions, and provisions contained in this Bond Order or in the Bonds being for the sole benefit of the District, the Registrar, and the Registered Owners.

**Section 27. UNAVAILABILITY OF AUTHORIZED PUBLICATION.** If, because of the temporary or permanent suspension of any newspaper, journal, or other publication, or for any reason, publication of notice cannot be made meeting any requirements herein established, any notice required to be published by the provisions of this Bond Order shall be given in such other manner and at such time or times as in the judgment of the District shall most effectively approximate such required publication, and the giving of such notice in such manner shall for all purposes of this Bond Order be deemed to be in compliance with the requirements for publication thereof.

**Section 28. SEVERABILITY CLAUSE.** If any word, phrase, clause, sentence, paragraph, section, or other part of this Bond Order, or the application thereof to any person or circumstance, shall ever be held to be invalid or unconstitutional by any court of competent jurisdiction, the remainder of this Bond Order and the application of such word, phrase, clause, sentence, paragraph, section, or other part of this Bond Order to any other persons or circumstances shall not be affected thereby.

**Section 29. FURTHER PROCEEDINGS.** The President and Secretary of the Board of Directors and other appropriate officials of the District are hereby authorized and directed to do any and all things necessary and/or convenient to carry out the terms of this Bond Order.



**Section 30. PAYMENT OF ATTORNEY GENERAL FEE.** The District hereby authorizes the disbursement of a fee equal to the lesser of (i) one-tenth of one percent of the principal amount of the Bonds or (ii) \$9,500, provided that such fee shall not be less than \$750, to the Attorney General of Texas Public Finance Division for payment of the examination fee charged by the State of Texas for the Attorney General's review and approval of public securities and credit agreements, as required by Section 1202.004 of the Texas Government Code. The appropriate member of the District's staff is hereby instructed to take the necessary measures to make this payment. The District is also authorized to reimburse the appropriate District funds for such payment from proceeds of the Bonds.

**Section 31. CONTINUING DISCLOSURE UNDERTAKING.** (a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

*"Financial Obligation"* means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial Obligation" shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with Rule.

*"MSRB"* means the Municipal Securities Rulemaking Board.

*"Rule"* means SEC Rule 15c2-12, as amended from time to time.

*"SEC"* means the United States Securities and Exchange Commission.

(b) Annual Reports. The District shall provide annually to the MSRB, in an electronic format as prescribed by the MSRB, within six (6) months after the end of any fiscal year, financial information and operating data with respect to the District of the general type included in the final Official Statement authorized by Section 15 of this Bond Order, being the information described in the Pricing Certificate. Any financial statements to be so provided shall be (1) prepared in accordance with the accounting principles described in Exhibit "A" hereto, or such other accounting principles as the District may be required to employ from time to time pursuant to state law or regulation, and (2) audited, if the District commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within twelve (12) months after the fiscal year end, then the District shall provide unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year to the MSRB, when and if the audit report on such statements become available.

If the District changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the District otherwise would be required to provide financial information and operating data pursuant to this section.

The financial information and operating data to be provided pursuant to this section may be set forth in full in one or more documents or may be included by specific reference to any document



that is available to the public on the MSRB's internet web site or filed with the SEC. All documents provided to the MSRB pursuant to this section shall be accompanied by identifying information as prescribed by the MSRB.

(c) Event Notices. The District shall file notice to notify the MSRB of any of the following events with respect to the Bonds in a timely manner and not more than ten business days after the occurrence of the event:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax-exempt status of the Bonds, or other events affecting the tax-exempt status of the Bonds;
7. Modifications to rights of holders of the Bonds;
8. Bond calls, if material within the meaning of the federal securities laws and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Bonds;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of the District;
13. The consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;
14. Appointment of a successor or additional trustee or the change of name of a trustee;

15. Incurrence of a Financial Obligation of the District, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the District, any of which affect security holders, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the District, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar office for the District in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the District, or if such jurisdiction has been assumed by leaving the existing governing body and official or officers of the District in possession but subject to the supervision and order of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the District, and (b) the District intends the words used in the immediately preceding paragraphs (15) and (16) and the definition of Financial Obligation in this Section to have the same meanings as when they are used in the Rule, as ascribed by SEC Release No. 34-83885, dated August 20, 2018.

The District shall notify the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner, of any failure by the District to provide financial information or operating data in accordance with this subsection by the time required. All documents provided to the MSRB pursuant to this subsection shall be accompanied by identifying information as prescribed by the MSRB.

(d) Limitations, Disclaimers, and Amendments. The District shall be obligated to observe and perform the covenants specified in this section for so long as, but only for so long as, the District remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the District in any event will give the notice required by this Bond Order of any deposit made in accordance with Section 13.01 of this Bond Order that causes the Bonds no longer to be outstanding.

The provisions of this section are for the sole benefit of the holders and beneficial owners of the Bonds, and nothing in this section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The District undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the District's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this section or otherwise, except as expressly provided herein. The District does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.



UNDER NO CIRCUMSTANCES SHALL THE DISTRICT BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE DISTRICT, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR *MANDAMUS* OR SPECIFIC PERFORMANCE.

No default by the District in observing or performing its obligations under this section shall comprise a breach of or default under this Bond Order for purposes of any other provision of this Bond Order.

Should the Rule be amended to obligate the District to make filings with or provide notices to entities other than the MSRB, the District hereby agrees to undertake such obligation with respect to the Bonds in accordance with the Rule as amended.

Nothing in this section is intended or shall act to disclaim, waive, or otherwise limit the duties of the District under federal and state securities laws.

The provisions of this section may be amended by the District from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the District, but only if (1) the provisions of this section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Bond Order that authorizes such an amendment) of the outstanding Bonds consents to such amendment or (b) a person that is unaffiliated with the District (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interest of the holders and beneficial owners of the Bonds. If the District so amends the provisions of this section, it shall include with any amended financial information or operating data next provided in accordance with paragraph (b) of this section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided. The District may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling the Bonds in the primary offering of the Bonds.

(e) Format, Identifying Information, and Incorporation by Reference. All financial information, operating data, financial statements, and notices required by this Section to be provided to the MSRB shall be provided in an electronic format and be accompanied by identifying information prescribed by the MSRB.

Financial information and operating data to be provided pursuant to Subsection (b) of this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document) available to the public on the MSRB's Internet Web site or filed with the SEC.

**Section 32. OTHER ACTIONS.** The President, Vice President, Treasurer, Secretary or Assistant Secretary of the Board of Directors of the District, and all other officers, employees and agents of the District, and each of them, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the District all instruments as may be necessary or desirable in order to carry out the terms and provisions of this Bond Order, the Bonds, the initial sale and delivery of the Bonds, the Paying Agent/Registrar Agreement, any insurance commitment letter or insurance policy and the Official Statement. In addition, prior to the initial delivery of the Bonds, President, Vice President, Treasurer, Secretary or Assistant Secretary of the Board of Directors of the District, the District's Attorney and Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Bond Order or to any of the instruments authorized and approved by this Bond Order necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Bond Order and as described in the Official Statement, (ii) obtain a rating from any of the national bond rating agencies or satisfy requirements of the Bond Insurer, or (iii) obtain the approval of the Bonds by the Texas Attorney General's office.

**Section 33. ADDITIONAL BOND INSURANCE PROVISIONS.** Bond Counsel is authorized to insert any necessary provisions required by the Bond Insurer and agreed to by the District in the Pricing Certificate executed by the Pricing Officer.

**Section 34. ELECTRONIC SIGNATURES.** The President, Vice President and the Secretary or Assistant Secretary of the District hereby authorize the use of their electronic signatures in connection with the offering and sale of the Bonds and hereby authorize the District's Financial Advisor, General Counsel and Bond Counsel to use such electronic signatures in connection with the offering and sale of the District's Bonds.

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## **EXHIBIT "A"**

### **CONTINUING DISCLOSURE UNDERTAKING**

#### **Accounting Principles**

The accounting and reporting policies of the District relating to the funds and account groups will conform to generally accepted accounting principles (GAAP) as applied to governmental entities.

**RESOLUTION AUTHORIZING  
APPLICATION TO THE CITY OF AUSTIN  
FOR APPROVAL OF PROPOSED UNLIMITED TAX AND REVENUE  
REFUNDING BONDS**

THE STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS           §

**WHEREAS**, Northtown Municipal Utility District (the “*District*”) is a political subdivision of the State of Texas, created and operating under Chapters 49 and 54 of the Texas Water Code; and

**WHEREAS**, the District’s financial advisor, Public Finance Group LLC, has prepared the financial analysis information attached as **Exhibit A** and recommended that the District issue its Unlimited Tax and Revenue Refunding Bonds (the “*Bonds*”), which would allow the District to realize a minimum net present value savings of no less than 4.25%; and

**WHEREAS**, the Board of Directors of the District has authorized the District’s financial advisor to seek the approval of the City of Austin (the “*City*”) of the District’s issuance of the Bonds;

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

**Section 1.** The District requests the City of Austin’s approval of the Bonds as described in the attached **Exhibit A**.

**Section 2.** A certified copy of this Resolution will constitute an application by the District for the City of Austin’s approval as set forth above.

**Section 3.** The President and Secretary of the Board of Directors; the District’s general counsel, Armbrust & Brown, PLLC; the District’s bond counsel, McCall, Parkhurst & Horton L.L.P; and the District’s financial advisor, Public Finance Group LLC, are authorized and directed to do any and all things necessary and proper in connection with this application.

AGENDA ITEM # 2(c)



PASSED AND APPROVED this the 22nd day of March, 2022.

**NORTHTOWN MUNICIPAL UTILITY  
DISTRICT**

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Brenda Richter, President  
Board of Directors

ATTEST:

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Christopher Capers, Secretary  
Board of Directors

# EXHIBIT "A"

## Financial Advisor's Analysis

Northtown Municipal Utility District			
Refunding Analysis March 2, 2022			
<b>Refunding Process</b>			
1. Issue New Bonds			
2. Use the Proceeds of the New Bonds to pay off old bonds			
3. Difference between debt service on the new bonds and debt service on the old bonds is actual savings			
<b>Refunding Schedule</b>			
March 22, 2022	Board Authorizes consultants to proceed with refunding		
March-May 2022	Consultants prepare documents; work with rating agencies and municipal bond insurance companies; Submit Refunding Information to City		
May 20, 2022	City of Anacostia submits Letter of Approval		
May 31, 2022	Bonds priced		
June 28, 2022	Closing; OH bonds prepaid; new debt service in place		
<b>Outstanding Debt - as of March 1, 2022</b>			
Principal Amount	Series	Call Date	Final Maturity
230,000	2011	9/1/2016	2023
4,590,000	2015	9/1/2022	2031
2,125,000	2017	Non-Callable	2026
4,900,000	2019	9/1/2027	2031
9,875,000	2020	9/1/2026	2033
2,985,000	2021	Non-Callable	2028
<b>\$ 24,315,000</b>			
<b>Costs of Refunding</b>			
<b>Sources of Funds:</b>			
Bond Proceeds	\$ 4,130,000.00	<i>Estimated</i>	
Reserves	2,932,250.00		
	<b>\$ 4,472,975.00</b>		
<b>Uses of Funds:</b>			
Funds necessary to pay off outstanding bonds	\$ 4,216,048.23		
<b>Costs of Issuance - pricing, redemption notices, verification agent, bank charges, rating fees, engineering</b>			
Financial Advisory Fee (1%)	15,000.00		
Bond Counsel Fee (1%)	41,300.00		
General Counsel	30,000.00		
Municipal Bond Insurance (estimated @ 35 basis points)	16,927.19		
Underwriting Discount	39,235.00		
Contingency	12,714.58		
	<b>\$ 4,472,975.00</b>		
<b>Refunding Analysis</b>			
<b>Refunding Candidates</b>			
Year	Principal Amount	Interest Rate	Yield Rate
2022	\$ 355,000	4.000%	2.240%
2023	365,000	4.000%	2.370%
2024	390,000	4.000%	2.480%
2025	415,000	4.000%	2.610%
2026	440,000	4.000%	2.790%
2027	460,000	4.000%	2.910%
2028	480,000	4.000%	3.030%
2029	505,000	4.000%	3.120%
2030	525,000	4.000%	3.190%
2031	555,000	4.000%	3.250%
<b>Total Principal</b>	<b>\$4,560,000</b>		
<b>Refunded Bonds</b>	<b>\$4,130,000</b>		
<b>Projected Savings - 1.97%</b>			
Principal Amount of Refunding Bonds	Interest Rates as of 3/2/2022	Yield Rates as of 3/2/2022	Projected Annual Debt Service Savings
\$4,130,000			\$ 82,300
350,000	4.000%	0.900%	21,611
400,000	4.000%	1.200%	19,150
425,000	4.000%	1.350%	19,550
450,000	4.000%	1.500%	19,950
455,000	3.000%	1.650%	20,150
480,000	3.000%	1.750%	21,400
505,000	3.000%	1.800%	18,600
515,000	3.000%	1.900%	21,550
540,000	3.000%	2.000%	23,000
<b>\$ 4,130,000</b>			<b>\$ 285,761</b>
Cumulative Savings			\$ 291,270
Net Present Value Savings			\$ 668,648
NPV Percentage of Refunded Bonds			
<b>Outstanding Debt Service Savings*</b>			
Total Savings from all Previous Refundings	Projected Savings from 2022 Ref.	Projected Total Savings from all Refunding	
\$ 2,104,709	\$ 293,761	\$ 2,428,470	
*Savings are net of any expenses related to the sale of refunding bonds.			





**CERTIFICATE FOR RESOLUTION**

THE STATE OF TEXAS     §  
  §  
COUNTY OF TRAVIS     §

The undersigned officer of the Board of Directors of Northtown Municipal Utility District hereby certifies as follows:

1. A meeting of the Board of Directors of Northtown Municipal Utility District was held via telephone conference call pursuant to Section 551.025, Texas Government Code, as modified temporarily by Governor Greg Abbott, and pursuant to the related guidance from the office of the Texas Attorney General in connection with the Governor’s COVID-19 Disaster Proclamation. The roll was called of the duly-constituted officers and members of the Board, to wit:

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

and all of the Directors, thus constituting a quorum. Whereupon, among other business, the following was transacted at the meeting: a

**RESOLUTION AUTHORIZING  
APPLICATION TO THE CITY OF AUSTIN  
FOR APPROVAL OF PROPOSED UNLIMITED TAX AND REVENUE  
REFUNDING BONDS**

was introduced for the consideration of the Board. It was then duly moved and seconded that the Resolution be adopted; and, after due discussion, the motion carried by the following vote:

AYES:           \_\_\_\_\_

NOES:           \_\_\_\_\_

2. A true, full and correct copy of the Resolution adopted at the meeting described in the above paragraph is attached to this certificate; the Resolution has been duly recorded in the Board’s minutes of the meeting; the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the Board as indicated therein; each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid meeting and that the Resolution would be introduced and considered for adoption at the meeting, and each of the officers and members consented, in advance, to the holding of the meeting for such purpose; the meeting was open to the public as required by law; and public notice of the time, place and subject of the meeting was given as required by Chapter 551 of the Government Code, as amended and Section 49.064, Texas Water Code, as amended.

SIGNED AND SEALED effective the 22nd day of March, 2022.



(SEAL)

\_\_\_\_\_  
Christopher Capers, Secretary  
Board of Directors

THE STATE OF TEXAS       §

COUNTY OF TRAVIS       §

This instrument was acknowledged before me on the 22nd day of March, 2022, by Christopher Capers, Secretary of the Board of Directors of Northtown Municipal Utility District, on behalf of said District.

\_\_\_\_\_  
Notary Public Signature

(Seal)



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

February 22, 2022

THE STATE OF TEXAS       §  
  §  
COUNTY OF TRAVIS       §

A meeting of the Board of Directors of Northtown Municipal Utility District was held on February 22, 2022 at the Wells Branch Tech Center, 1421 Wells Branch Parkway, Suite 106, Pflugerville, Texas. The meeting was open to the public and notice was given as required by the Texas Open Meetings Act. A copy of the Certificates of Posting of the Notice are attached as **Exhibit "A"**.

The roll was called of the members of the Board:

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

and all of the Directors were present except Director Amaro, thus constituting a quorum. Also present at times during the meeting were Mona Oliver, the District manager; Allen Douthitt of Bott & Douthitt, PLLC ("Bott & Douthitt"); Scott Foster of 360 Professional Services, Inc. ("360 PSI"); Robert Anderson of Crossroads Utility Services LLC ("Crossroads"); Deputy Oscar Gonzalez of the Travis County Sheriff's Office ("TCSO"); Carter Dean of Armbrust & Brown, PLLC ("A&B"); Richard Fadal of TexaScapes; 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 announced that the Board would consider approval of the January 31, 2022 Board meeting minutes. Upon motion by Director Capers and second by Director Hill, the Board voted 4-0 to approve the minutes of the January 31, 2022 Board meeting. Director Hill requested to pull the Fourth Extension to the Renewed Interlocal Agreement Between Northtown Municipal Utility District and the City of Austin attached as **Exhibit "B"** from the consent agenda for discussion later in the meeting.

Director Richter then recognized Deputy Gonzalez to provide a report from the Travis County Sheriff's Department. Deputy Gonzalez reviewed the security report attached as **Exhibit "C"** with the Board and stated that there had been two vehicle burglaries and one mailbox vandalism during the prior month, noting that crime levels had been relatively low recently. Ms. Oliver then stated that there had been no change to the District's policies regarding the COVID-19 pandemic during the prior month.

Director Richter next stated that the Board would receive the operations manager's report and recognized Mr. Anderson. Mr. Anderson reviewed Crossroads' report attached as **Exhibit "D"**, noting that all lab results had been satisfactory during the prior reporting period and the District had a reported water loss of 9.99%. Mr. Anderson reported that there were 3,163 active accounts for the month of January with no new connections. He then reported that he had no write-offs to present. Mr. Anderson next stated that, due to the ransomware attack on

Crossroads' system, it had not received the most recent revised rates from Mr. Dean's office, and therefore had not billed those rates. He stated that the issue had been discovered during the District's recent audit and that the new rate had been implemented. Director Hill stated that, while the amount that had gone uncollected was significant, the District would not suffer financially as a result. Director Richter thanked Mr. Anderson for bringing this to the attention of the Board and resolving the issue.

Director Richter then stated that the Board would consider landscape maintenance matters, and recognized Mr. Fadal to provide the landscape maintenance report attached as **Exhibit "E"**. Mr. Fadal first presented the February plant of the month, the Foxtail Fern, which he stated could withstand temperatures down to zero degrees, was deer resistant, and was a nice accent plant. Mr. Fadal then stated that there had been little rain recently, resulting in plants not yet blooming. He then stated that the new landscaping being installed at Settlers Meadow Park and Wildflower Park had been going well, adding that the project superintendent had been responsive to his comments.

Director Richter announced that the Board would next receive the District manager's report and recognized Ms. Oliver. Ms. Oliver called the Board's attention to her monthly reports included in the meeting packet attached as **Exhibit "F"**. Ms. Oliver reviewed the Restrictive Covenant Subcommittee report and the monthly expenditure report with the Board. She next reviewed the report from Texas Disposal Services with the Board. Ms. Oliver stated that she had posted a burn ban sign recently, following suit with Travis County. Director Hill stated that the District's website currently showed only one pavilion in the District, and asked that the website be updated to include the two additional pavilions that would be complete within the coming months. Ms. Oliver responded that she would work with the District's website administrator to address this issue.

Director Richter next stated that the Board would consider matters related to construction of the District's new facilities. Ms. Oliver reported that she had purchased all of the items shown on the list of New Office Appliance Expenses attached as **Exhibit "G"** which had been approved by the Board, except for a refrigerator and a dryer. Mr. Foster then presented Pay Application No. 11 in the amount of \$265,142.88 from STR Constructors for work on the new office and pavilions, attached as **Exhibit "H"**, and recommended payment. Upon motion by Director Hill and second by Director Campbell, the Board voted 4-0 to approve Pay Application No. 11. Mr. Foster next reviewed Change Order No. 28 attached as **Exhibit "I"** with the Board and recommended approval. Director Capers asked why one of the sub-items on the change order was to address compliance with the Americans with Disabilities Act (the "**ADA**"), when this should have been addressed in the original plans. Mr. Foster responded that Fatter and Evans' subcontractor was responsible for the mistake. Director Richter stated that she did not believe it would be appropriate to pursue Fatter and Evans or their subcontractor for additional amount for ADA compliance since Fatter and Evans's work had been exceptional throughout the project, often going above and beyond what was contractually required. After discussion, upon motion by Director Campbell and second by Director Capers, the Board approved Change Order No. 28, not to exceed \$15,000 added to the total contract price.

Director Richter stated that the Board would next receive the engineering report and recognized Mr. Foster. Mr. Foster reviewed the engineering report attached as **Exhibit "J"** with the Board. Mr. Foster stated that construction of the Village at Northtown Section 2, Phases 1 and 2 Single Family and Condominiums had begun and that there would likely be pay applications for the Board to consider in the near future. He next reported that he expected to file the District's annual MS4 report with the Texas Commission on Environmental Quality ("**TCEQ**") before the next Board meeting. Mr. Foster then presented a proposal from TexaScapes



in the amount of \$5,922.50 attached as **Exhibit “K”**, which he stated was necessary for MS4 compliance. Upon motion by Director Capers and second by Director Campbell, the Board voted 4-0 to approve the proposal. Mr. Foster then presented a proposal from AB & Y in the amount of \$4,500.00 to design cameras for the new office building. Upon motion by Director Capers and second by Director Hill, the Board voted 4-0 to approve the proposal. Mr. Foster then presented Change Order No. 5 to the Dessau Force Main replacement project attached as **Exhibit “L”** to add additional curb and gutter to Fish Lane, as required by the City of Austin (the “*City*”). Upon motion by Director Campbell and second by Director Capers, the Board voted 4-0 to approve Change Order No. 5. Director Hill stated that the length of additional curb and gutter required by the City was unnecessary and proposed that the Fourth Extension to the Renewed Interlocal Agreement Between Northtown Municipal Utility District and the City of Austin be modified to only extend the agreement one month, and that if the City agreed to pay for half of Change Order No. 5, the Board would extend the agreement for the full additional year at its next meeting. Upon motion by Director Hill and second by Director Capers, the Board voted 4-0 to approve the course of action proposed by Director Hill. Mr. Dean stated that he would reach out to the appropriate member of the City staff to discuss the issue. Mr. Foster next stated that, since the City would not provide the District with a letter guaranteeing the District a minimum of 20 psi during emergencies, the District could not comply with Senate Bill 3 unless it built unnecessary and expensive facilities. He noted that in the alternative, the District could request a financial waiver from the TCEQ, which would likely require hiring an additional consultant to create and submit such waiver. He also stated that the District would need to request an extension to the March 1<sup>st</sup> deadline to submit its emergency preparedness plan in order to have sufficient time to create and submit a request for a waiver. Upon motion by Director Capers and second by Director Campbell, the Board voted 4-0 to approve requesting the extension and moving forward with filing a request for a waiver for submission to the TCEQ.

Director Richter then recognized Mr. Douthitt for purposes of receiving the bookkeeper’s report. Mr. Douthitt presented the updated cash activity report, attached as **Exhibit “M”**, and reviewed it with the Board. Mr. Douthitt next reviewed the checks being presented for approval and recommended approval of the transfers listed on page one of his report. He stated that he would need to void the director fee check to Director Amaro due to his absence. Upon motion by Director Hill and second by Director Campbell, the Board voted 4-0 to approve the transfers and the payment of bills and invoices, with the void noted.

Director Richter stated that the Board would not receive developers’ or landowners’ reports, as no developer or landowner was present at the meeting.

Director Richter stated that the Board would next consider employee compensation and benefits matters. She reported that, Director Amaro and she recommended approving a 9% raise to Ms. Oliver’s salary, based on her good performance and success in saving costs to the District. However, the 9% raise would come with the stipulation that Ms. Oliver’s salary not be reconsidered until January 2024. Director Richter added that the raise would be retroactive through January 2022. Upon motion by Director Richter and second by Director Hill, the Board voted 4-0 to approve the proposed raise, retroactive through January 2022, with the attendant stipulation. Director Richter then mentioned that at some point the District should create a pay scale and job description for the District manager position.

Director Richter next announced that the Board would consider matters related to the wholesale water and wastewater rate challenge and recognized Mr. Dean. Mr. Dean stated that there was no update regarding this matter, but that he would ask John Carlton or Randy Wilburn, the District’s attorney’s hired to negotiate the District’s wholesale rates with the City, to attend the next Board meeting.

Director Richter recognized Mr. Dean for the purpose of receiving the attorney's report. Mr. Dean stated that the District's current office lease would expire in 2023, well after the District office is moved to the nearly completed new office building. He stated that the District had to request permission from the office lessor to sublease the property. Upon motion by Director Capers and second by Director Campbell, the Board authorized Mr. Dean to contact the lessor to request authorization to sublease the office or negotiate a buyout. Mr. Dean next reported that he would send a letter to Hitchcock Design demanding payment for half of the extra costs due to the design errors related to the cistern slab once he had obtained an executed copy of Change Order No. 4 from STR Constructors for work on the new office and pavilions to include in the letter.

Director Richter stated that the Board would consider future agenda items and its meeting schedule. Director Hill asked Mr. Dean to include an item on the March agenda to consider homestead and over-65 property tax exemptions. Mr. Dean responded that he would do so.

There being no further business to come before the Board, the meeting was adjourned at 7:07 p.m.



Date: March 22, 2022

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Christopher Capers, Secretary  
Board of Directors



# Crime Stats

Date	Crime	Location	Notes
02/22/2022	BURGLARY/VEHICLE	8xx FLATTERS WAY	Unlocked doors
02/24/2022	BURGLARY/VEHICLE	2xx WILD SENNA W DR	From bed of truck
02/05/2022	THEFT	1xx WILD SENNA W DR	Mailboxes
02/28/2022	VANDALISM	140xx LAMPTING DR	Window broken

AGENDA ITEM #5(a)



## **UTILITY MANAGER'S REPORT**

### **Northtown Municipal Utility District Board of Directors Meeting**



**March 22, 2022**

**AGENDA ITEM # 6**



**Northtown Municipal Utility District  
Operations Report  
For the Month of February 2022**

**GENERAL INFORMATION**

Occupied Single Family Connections	<u>3089</u>	x 3 =	<u>9267</u>
Vacant Single Family Connections	<u>22</u>		
Vacant Irrigation Connections	<u>0</u>		
Vacant Fire Hydrant	<u>0</u>		
Multi Family Connections	<u>6</u>	830 Units x 3 =	<u>2490</u>
Commercial	<u>2</u>		
Builder Connections	<u>4</u>		
Schools	<u>2</u>		
Non-Profit	<u>0</u>		
Fire Hydrants	<u>4</u>		
District Connections	<u>11</u>		
Irrigation Connections	<u>28</u>		
 TOTAL CONNECTIONS	 <u>3168</u>		 <u>11757</u> Estimated Population

**BACTERIOLOGICAL ANALYSES**

<u>5</u>	Water sample(s) taken on	<u>02/17/22</u>	All bacterial samples were satisfactory.
<u>5</u>	Water sample(s) taken on	<u>02/24/22</u>	All bacterial samples were satisfactory.

**WATER ACCOUNTING**

Pumped through master meter(s) from	<u>02/01/22</u>	to	<u>02/28/22</u>	<u>18,007,000</u>	Gallons
Total Gallons Received/Billing Period from	<u>12/28/21</u>	to	<u>01/26/22</u>	<u>20,131,000</u>	Gallons
Total Gallons Billed from	<u>12/28/21</u>	to	<u>01/26/22</u>	<u>18,885,000</u>	Gallons
Flushing	<u>12/28/21</u>	to	<u>01/26/22</u>	<u>60,300</u>	Gallons
Billing Adjustments from	<u>12/28/21</u>	to	<u>01/26/22</u>	<u>0</u>	Gallons
Gallons gain/loss				<u>(1,185,700)</u>	Gallons
Percentage gain/loss				<u>-5.89%</u>	

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**CUSTOMER BILLING REPORT**  
**NORTHTOWN MUNICIPAL UTILITY DISTRICT**  
**January 11, 2021 Through February 10, 2022**

**Current Billing**

Basic Service	105,819.22	
Water	100,050.97	
Sewer	113,016.17	
TCEQ	1,074.48	
Deposit	0.00	
Misc	0.00	
	-----	
<b>Total Current Billing</b>		<b>\$319,960.84</b>

**Aged Receivables**

Thirty (30) Days	\$2,375.40	
Sixty (60) Days	19,543.61	
Ninety (90) Days	2,657.52	
One Hundred Twenty (120) Days	30.61	
	-----	
Billed Arrears	24,607.14	
Credit Bal Fwd	-----	
<b>Total Aged Receivables</b>		<b>\$24,607.14</b>

**Accounts Receivables**

Penalty	0.00	
Basic Service	99,380.04	
Water	118,994.70	
Sewer	115,297.74	
TCEQ	1,161.50	
Deposit	\$8,300.00	
Miscellaneous	1,434.00	
	-----	
<b>Total Accounts Receivables</b>	<b>344,567.98</b>	<b>\$344,567.98</b>

**Deposit Liability**

Balance As Of	01/11/22	\$667,660.47
Collections		8,300.00
Deposits Applied		----- -5,700.00
<b>Balance As Of</b>	<b>02/10/22</b>	<b>\$670,260.47</b>



**NORTHTOWN MUNICIPAL UTILITY DISTRICT**

**Billing Report**

**Feb-22**

<b>Connections</b>	<b>January</b>	<b>February</b>
Active	3163	3146
Inactive	25	22
<b>Total</b>	<b>3188</b>	<b>3168</b>

<b>New Connects</b>	<b>0</b>	<b>0</b>
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**Billing Recap**

	<b>January</b>	<b>February</b>
<b>Current Billing</b>	<b>\$300,162.70</b>	<b>\$319,960.84</b>
Water	\$96,192.32	\$100,050.97
Sewer	\$107,696.47	\$113,016.17
State Assessment	\$1,027.95	\$1,074.48
Basic Service	\$95,245.96	\$105,819.22
Miscellaneous	\$0.00	\$0.00
Deposit	-\$4,800.00	\$0.00
<b>Current Payments</b>	<b>\$329,580.47</b>	<b>\$344,567.98</b>
<b>Arrears</b>	<b>January</b>	<b>February</b>
30 Day	\$19,710.98	\$2,375.40
60 Day	\$13,421.26	\$19,543.61
90 Day	\$1,036.91	\$2,657.52
120 Day	\$48.62	\$30.61
<b>Gross Arrears</b>	<b>\$34,217.77</b>	<b>\$24,607.14</b>

<b>Month</b>	<b>Jan</b>	<b>Feb</b>
Total Customers	3188	3168
Letters	476	418
Disconnects	9	26

## NORTHTOWN M.U.D. - WATER LOSS CHART

DATE FROM	DATE TO	MASTER METER	CONSUMPTION TOTALS	FLUSHING TOTALS	BILLING ADJUSTMENTS	GALLONS UNACCOUNTED	PERCENT GAIN/LOSS
06/01/19	06/28/19	20,633.0	20,172.0	40.8	(248.0)	-668.2	-3.24%
06/29/19	07/29/19	25,257.4	24,186.0	51.0	-	-1020.4	-4.04%
07/30/19	08/28/19	28,640.4	27,570.0	51.0	(61.0)	-1019.4	-3.56%
08/29/19	09/29/19	28,053.3	27,471.0	51.0	(46.0)	-577.3	-2.06%
<b>TOTALS</b>		208,718.7	244,792.0	1,072.8	(1,618.0)	36,092.5	---
<b>AVERAGE</b>		17,393.2	20,399.3	89.4	(134.8)	3,007.7	17.29%

09/30/19	10/28/19	28,465.4	27,596.0	51.0	(46.0)	-864.4	-3.04%
10/29/19	11/25/19	28,100.9	27,140.0	51.0	(46.0)	-955.9	-3.40%
11/26/19	12/27/19	21,268.9	20,087.0	51.0	(13.0)	-1143.9	-5.38%
12/28/19	01/30/20	21,503.9	20,226.0	48.0	(40.0)	-1269.9	-5.91%
01/31/20	02/28/20	17,649.7	16,888.0	48.0	(59.0)	-772.7	-4.38%
02/29/20	03/30/20	19,505.0	19,176.0	73.5	(1,070.0)	-1325.5	-6.80%
03/31/20	04/29/20	21,932.0	20,676.0	61.5	(83.0)	-1277.5	-5.82%
04/30/20	05/29/20	23,209.0	22,141.0	61.5	(92.0)	-1098.5	-4.73%
05/30/20	06/29/20	26,508.0	24,962.0	48.0	(89.0)	-1587.0	-5.99%
06/30/20	07/29/20	30,654.0	30,354.7	39.7	-	-259.6	-0.85%
07/30/20	08/28/20	31,232.0	29,041.0	48.0	-	-2143.0	-6.86%
08/29/20	09/29/20	25,944.0	24,413.0	43.5	-	-1487.5	-5.73%
<b>TOTALS</b>		295,972.8	282,700.7	624.7	(1,538.0)	(14,185.4)	---
<b>AVERAGE</b>		24,664.4	23,558.4	52.1	(128.2)	(1,182.1)	-4.79%

09/30/20	10/28/20	29,284.0	22,488.0	40.5	-	-1278.5	-4.37%
10/29/20	11/25/20	29,696.0	21,112.0	42.0	-	-8542.0	-28.76%
11/26/20	12/29/20	26,656.0	22,031.0	72.0	(4.0)	-4557.0	-17.10%
12/30/21	01/28/21	20,569.0	18,924.0	34.5	-	-1610.5	-7.83%
01/28/21	02/26/21	23,055.0	41,919.0	63.0	(20,156.0)	-1229.0	-5.33%
02/27/21	03/25/21	19,933.0	18,211.0	28.5	-	-1693.5	-8.50%
03/26/21	04/26/21	24,803.2	23,061.0	42.0	-	-1700.2	-6.85%
04/27/21	05/26/21	21,782.4	19,985.0	58.5	-	-1738.9	-7.98%
05/27/21	06/26/21	24,260.7	23,850.0	75.0	-	-335.7	-1.38%
06/27/21	07/26/21	23,480.0	21,612.0	49.5	-	-1818.5	-7.74%
07/27/21	08/25/21	27,510.0	25,274.0	48.0	-	-2188.0	-7.95%
<b>TOTALS</b>		271,029.3	258,467.0	553.5	(20,160.0)	(26,691.8)	---
<b>AVERAGE</b>		24,639.0	23,497.0	50.3	(1,832.7)	(2,426.5)	-9.85%

08/26/21	09/28/21	29,505.0	28,867.0	66.0	-	-572.0	-1.94%
09/29/21	10/28/21	23,503.0	23,324.0	40.5	-	-138.5	-0.59%
10/29/21	11/28/21	22,879.0	22,623.0	46.8	-	-209.2	-0.91%
11/29/21	12/27/22	20,004.0	17,975.0	30.0	-	-1999.0	-9.99%
12/28/21	01/26/22	20,131.0	18,885.0	60.3	-	-1185.7	-5.89%
<b>TOTALS</b>		116,022.0	111,674.0	243.6	-	(4,104.4)	---
<b>AVERAGE</b>		23,204.4	22,334.8	48.7	-	(820.9)	-3.54%



**NORTHTOWN MUNICIPAL UTILITY DISTRICT**

**Water Report**

**February-22**

**Total Water Flows**

<b>Month</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>
January	21,876	9,926	22,272	24,544	21,970
February	18,713	8,785	18,548	15,091	18,007
March	22,278	21,734	21,764	22,854	
April	23,185	12,957	22,182	23,806	
May	27,596	22,203	24,751	23,113	
June	26,292	22,308	27,650	24,121	
July	27,286	25,733	30,449	24,990	
August	27,286	19,975	37,691	25,512	
September	21,624	27,539	31,636	29,383	
October	12,482	26,984	31,147	25,791	
November	11,181	23,276	32,200	22,580	
December	7,783	23,114	22,754	23,551	
<b>TOTAL</b>	<b>247,582</b>	<b>244,534</b>	<b>323,044</b>	<b>285,336</b>	<b>39,977</b>

**Bacteriological Analyses**

Samples: satisfactory taken on 2/17/22, 2/24/22

**Chlorine Residual**

	<b>February</b>
Average	2.3
Maximum (4.0)	3.7
Minimum (0.5)	1.6

**Total Wastewater Billed**

<b>Month</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>
January	15,158	13,169	14,553	16,930	15,630
February	15,759	15,529	15,095	16,110	16,402
March	14,826	14,513	14,047	15,732	
April	15,060	14,881	16,608	16,685	
May	15,883	15,597	16,834	17,978	
June	16,651	15,290	17,042	16,190	
July	15,933	14,310	17,187	18,157	
August	16,304	14,947	18,367	16,734	
September	16,386	14,979	18,735	17,557	
October	14,907	14,626	22,891	18,225	
November	15,737	15,138	15,472	17,006	
December	15,003	14,068	21,766	17,640	
<b>TOTAL</b>	<b>187,607</b>	<b>177,047</b>	<b>208,597</b>	<b>204,944</b>	<b>32,032</b>





**NORTHTOWN MUNICIPAL UTILITY DISTRICT**

**WATER REPAIR LOG > \$500**

**February 2022**

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

<b>TOTAL FOR 2019</b>	<b>\$22,132.80</b>
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02/17/20	13809 CAMBOURNE DR	REPLACED BROKEN CURB STOP. ANGLE STOP WAS LEAKING.	\$1,020.89
04/29/20	IN DISTRICT	COMPLETE WORK ON FIRE HYDRANT	\$4,220.11
05/11/20	IN DISTRICT	WORK ON WATER DISTRIBUTION. COMPLETED DIGGING AT METER BOXES	\$1,576.25
05/15/20	IN DISTRICT	REMOVE DIRT AND SURVEY METER BOXES	\$531.08
05/15/20	IN DISTRICT	WORK ON WATER AND SURVEY REMOVE DIRT FROM BOXES	\$633.08
06/17/20	1100 TUDOR HOUSE RD	EXCAVATION WORK COMPLETED.	\$2,599.36
06/10/20	1106 OLYMPIC DR	REPLACED CONCRETE AFTER TAP REPAIR.	\$1,459.93

<b>TOTAL FOR 2020</b>	<b>\$12,040.70</b>
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04/16/21	IN DISTRICT	REPAIRED METER	\$640.43
04/19/21	13806 CAMBOURNE DR	LANDSCAPE AFTER WATER MAIN REPAIR.	\$861.16
04/19/21	15217 VALERIAN TEA DR	REPLACED BROKEN CURBSTOP. HOMEOWNER REPORTED LEAK.	\$1,003.79
05/05/21	1709 DARJEELING DR	HOUSELINE LEAK WORK COMPLETE.	\$829.15
06/10/21	14212 TEA ROOM CV	REPLACED BROKEN CURB STOP. CRIMPED & REPAIRED ANGLE STOP.	\$2,104.65
07/12/21	812 TWISTED FENCE DR	ASPHALT AFTER REPAIR.	\$1,375.38
08/05/21	1408 VANILLA BEAN	COMPLETE WORK ON FIRE HYDRANT. DUG DOWN EXPOSED BROKEN EXTENSION, REPLACED AND PUT NEW HYDRANT AS WELL. FINISHED WITH BACKFILL GRAVEL AND LOAM.	\$4,815.05
8/17/21	IN DISTRICT	SERVICED FIRE HYDRANTS. EXCAVATED TWO FIRE HYDRANT LOCATIONS. REPAIRED THE BARREL AND BACKFILLED.	\$2,030.04
09/30/21	IN DISTRICT	SUBCONTRACT WORK COMPLETED AT FACILITY. BACKFLOW INSPECTIONS.	\$1,219.51
09/29/21	701 WATSON WAY	FOUND LEAKING BLOW OFF VALVE. CLOSED OFF VALVE TO ISOLATE LEAK. PUMPED OUT GROUND WATER AND CHIPPED AWAY CONCRETE. MADE REPAIR.	\$2,916.66
07/20/21	910 CRIEFF CROSS	DISTRICT LINES CLEARED. TELEVISED LINE AND LOCATED BREAK. CUT OUT SIDE WALK AND DUG DOWN 5FT TO EXPOSE BREAK	\$7,870.38
08/12/21	1212 OLYMPIC DR	EXCAVATED DOWN 3FT TO CLEAN OUT CAP STUCK IN STACK. USED HYDRO VAC TO GET DEBRIS OUT.	\$5,917.84
12/03/21	IN DISTRICT	ASPHALT AFTER REPAIR	\$1,091.78
12/03/21	13714 LETTI LN	CONCRETE WORK COMPLETED. EXCAVATED MATERIAL OUT TO PREP FOR CONCRETE.	\$3,295.97
12/17/21	IN DISTRICT	WATER SYSTEM WORK COMPLETED	\$719.81
12/17/21	IN DISTRICT	PURCHASED NEW F/H METER WITH BACKFLOW - INSTALLED METER	\$1,743.56

<b>TOTAL FOR 2021</b>	<b>\$38,435.16</b>
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01/25/22	13722 LAMPTING DR	HOUSELINE LEAK. REPLACED THE SHUT OFF VALVE DUE TO METER CHANGE OUT. FIXED LEAK AND FLUSHED SYSTEM AND BAKFILLED HOLES.	\$555.82
01/13/22	IN DISTRICT	SUBCONTRACT WORK COMPLETED AT FACILTY. PRESSURE LOGGER INSTALLED.	\$1,367.67
01/25/22	808 TWISTED FENCE DR	USED HYDRO VAC TO FIND BLOWN OFF ANGLE STOP. CRIMPED LINE AND MADE REPAIR. BACKFILLED HOLE AND CLEANED SITE.	\$1,409.99
01/26/22	IN DISTRICT	PULLED F/H METER FOR INSPECTION AND REPAIR AT FMS	\$572.06
02/07/22	1213 STAPLE CV	EXCAVATED & REPAIRED WATER MAIN. EXCAVATED TO EXPOSER BROKEN SERVICE LINE. REPAIRED LINE AND BACKFILLED AND IN SAME SITE	\$791.26
02/28/22	IN DISTRICT	WATER SYSTEM WORK COMPLETE. CUSTOMER REPORTED HIGH PRESSURE. FOUND THAT THE PRV WAS OPEN TO SYSTEM WITHOUT SETTING PRV. ADJUSTED AND CHECKED PRESSURE.	\$513.00

<b>TOTAL FOR 2022</b>	<b>\$5,209.80</b>
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**NORTHTOWN MUNICIPAL UTILITY DISTRICT  
WASTEWATER REPAIR LOG > \$500**

**February 2022**

<b>DATE</b>	<b>ADDRESS</b>	<b>PROBLEM</b>	<b>COST</b>
04/23/18	1001 PEPPERMINT TRAIL	CONCRETE WORK COMPLETED	\$1,049.27
08/30/18	NTWN LS1 HARRIS RIDGE	SANITARY SYWSTEM WORK COMPLETE	\$969.36
10/12/18	IN DISTRICT	SANITARY SYWSTEM WORK COMPLETE	\$36,270.25
10/12/18	IN DISTRICT	FM TIE INS AT COA MH DETERIORATED. WORK COMMENCED WITH EXPOSING LINE. ONCE EXPOSED FOUND LEAK TEMPORARY MH WAS INSTALLED, TWO ADDITIONAL MHS INSTALLED.	\$78,639.26
11/30/18	13612 #A HARRIS RIDGE BLV	GRINDER PUMP PROBLEM. CONTACTED WWTS TO PUMP & CLEAN WET WELL.	\$908.60
11/16/18	NTWN LS2-TUDOR HOUSE	HAUL OFF SPOILS TO OFFICE	\$1,263.95
12/07/18	IN DISTRICT	HAULED OFF DEBRIS AFTER REPAIR	\$992.10
01/14/19	14720 LIPTON LN	BLOCKAGE IN DISTRIC LINE	\$776.13
02/14/19	13805 CEYLON TEA DR	SANITARY SYSTEM WORK COMPLETE	\$937.55
04/12/19	1213 SWEET LEAF LN	LINE CLEARING	\$1,503.30
04/10/19	IN DISTRICT	SANITARY SYSTEM WORK COMPLETE	\$1,105.00
05/06/19	IN DISTRICT	INSPECTED FOR INFLOW & INFILTRATION.	\$2,148.94
07/03/19	IN DISTRICT	RAISED MANHOLE SURVEY IN CREEK	\$3,165.91
07/30/19	IN DISTRICT	COORDINATION OF FM REPAIR AT DESSAU.	\$27,835.49
07/26/19	IN DISTRICT	TRAFFIC CONTROL FOR LANE. SHUT DOWNS NEEDED FOR WATER TRANSPORT	\$6,363.89
04/13/20	1106 OLYMPIC DRIVE	HAND MIXED 40 BAGS OF CONCRETE. PUT ORANGE FENCE AND SIGNS BACK UP. POURED CONCRETE.	\$2,231.81
04/15/20	IN DISTRICT	PERFORMED MANHOLE SURVEY	\$2,231.81
04/29/20	125 SEGOVIA WAY	BLOCKAGE IN DISTRICT LINE - FIXED.	\$2,231.81
05/27/20	14313 TEA CUP LN	EXCAVATED & REPAIRED SANITARY LINE.	\$2,231.81
06/04/20	14313 TEA CUP LN	CONCRETE WORK COMPLETED.	\$1,335.34
09/02/20	13702 CAMBOURNE DR	EXCAVATED & REPAIRED SANITARY LINE.	\$5,929.54
01/15/21	13805 CEYLON TEA CIR	EXCAVATED & REPAIRED SANITARY LINE.	\$4,606.89
01/14/21	13801 CEYLON TEA CIR	EXCAVATED & REPAIRED SANITARY LINE.	\$3,607.51
02/05/21	13805 CEYLON TEA CIR	CONCRETE WORK COMPLETED	\$2,403.78
03/22/21	125 BLUE FLAX LN	EXCAVATED & REPAIRED SANITARY LINE.	\$2,669.66
03/31/21	13611 CAMBOURNE DR	EXCAVATED & REPAIRED SANITARY LINE.	\$2,201.82
03/31/21	13611 CAMBOURNE DR	RAKED OUT DIRT AND PUT DOWN GRASS.	\$523.58
04/12/21	13806 CAMBOURNE DR	EXCAVATED & REPAIRED SANITARY LINE.	\$3,357.11
05/20/21	13927 CONNER DOWNS DR	TELEVISED SEWER LINE.	\$959.39
05/13/21	13801 GREINERT DR	SANITARY SYSTEM WORK COMPLETE.	\$527.07
09/30/21	IN DISTRICT	EXCAVATED & REPAIRED SANITARY LINE. CONTRACTOR HIT DISTRICT LINE WHEN INSTALLING NEW DISTRICT LINE. WE MADE CUSTOMER PROBLEM - DISTRICT LINES CLEAR. SEWER DISTRICT SIDE IS BACKED UP. USED JETTER TO PUSH ROOT BLOCKAGE OUT. TELEVISED LINE.	\$7,511.18
01/25/22	15200 LANTERN DR	NEW FORCE MAIN - SANITARY SYSTEM WORK COMPLETE. INSTALLED 2" WET TAP FOR CONTRACTOR. SHUT OFF LIFT STATIONS AND ASSISTED CONTRACTOR WITH 5 TIE INS AND TRAFFIC CONTROL. OPENS ALL ARV'S AND PRESSURE TESTED THE REPAIR.	\$13,943.13
01/25/22	IN DISTRICT	EXCAVATED AND REPAIRED SANITARY LINE. DUG DOWN AND EXPOSED BROKEN SEWER PIPE. CUT OUT BROKEN PIPE AND REPLACED WITH NEW PARTS. BACKFILLED AND CLEANED SITE.	\$13,238.39
01/25/22	15200 LANTERN DR	CUSTOMER PROBLEM - DISTRIC LINES CLEAR. NO BACK UPS ON DISTRICT SIDE. JETTED FROM 6" CLEAN OUT TO MAIN. STILL FOUND MET WITH CONTRACTOR WALKTHROUGH PERFORMED WITH PITTS AND DISTRICT ENGINEERS OF NEW UTILITIES.	\$2,905.66
01/25/22	13918 MERSEYSIDE DR		\$519.16
02/28/22	IN DISTRICT		\$549.91
<b>TOTAL FOR 2022</b>			<b>\$31,156.25</b>
<b>TOTAL FOR 2021</b>			<b>\$28,367.99</b>
<b>TOTAL FOR 2020</b>			<b>\$16,192.12</b>
<b>TOTAL FOR 2019</b>			<b>\$43,836.21</b>
<b>TOTAL FOR 2018</b>			<b>\$135,182.33</b>



**NORTHTOWN MUNICIPAL UTILITY DISTRICT  
GENERAL MANAGER'S REPORT  
WRITE-OFF LIST  
Feb-22**

<b>NAME:</b>	<b>Owner / Renter</b>	<b>Date Finaled</b>	<b>Write-Off</b>	<b>Deposit Applied</b>
Michelle Lindner	rent	1/20/2022	\$165.43	\$150.00
Tree Mo	rent	1/7/2022	\$80.41	\$150.00
Porscha Rector	rent	1/27/2022	\$352.02	\$150.00
			<b>\$597.86</b>	

Approved by the Board of Directors at the meeting held on March 22, 2022.

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

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

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

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

	<b>2019/20</b>	<b>2020/21</b>	<b>2021/22</b>
<b>OCTOBER</b>			
WRITE-OFF	\$ 276.53	\$ 1,681.38	\$ 1,620.83
COLLECTED	\$ -	\$ -	\$ -
<b>NOVEMBER</b>			
WRITE-OFF	\$ 684.32	\$ 1,810.70	\$ 3,140.46
COLLECTED	\$ -	\$ -	\$ -
<b>DECEMBER</b>			
WRITE-OFF	\$ 1,400.21	\$ 577.34	\$ 80.62
COLLECTED	\$ -	\$ -	\$ -
<b>JANUARY</b>			
WRITE-OFF	\$ 165.18	\$ 1,945.60	\$ -
COLLECTED	\$ -	\$ -	\$ -
<b>FEBRUARY</b>			
WRITE-OFF	\$ 79.55	\$ 898.79	\$ 597.86
COLLECTED	\$ -	\$ -	\$ -
<b>MARCH</b>			
WRITE-OFF	\$ 493.52	\$ -	
COLLECTED	\$ -	\$ -	
<b>APRIL</b>			
WRITE-OFF	\$ 347.84	\$ -	
COLLECTED	\$ -	\$ -	
<b>MAY</b>			
WRITE-OFF	\$ 118.38	\$ 5,502.46	
COLLECTED	\$ -	\$ -	
<b>JUNE</b>			
WRITE-OFF	\$ -	\$ 1,130.42	
COLLECTED	\$ -	\$ -	
<b>JULY</b>			
WRITE-OFF	\$ 1,534.99	\$ 5,413.65	
COLLECTED	\$ -	\$ -	
<b>AUGUST</b>			
WRITE-OFF	\$ 1,534.99	\$ 2,420.24	
COLLECTED	\$ -	\$ -	
<b>SEPTEMBER</b>			
WRITE-OFF	\$ 837.99	\$ 226.38	
COLLECTED	\$ -	\$ -	
<b>TOTAL COLLECTIONS:</b>	\$ 7,473.50	\$ 21,606.96	\$ 5,439.77
<b>TOTAL COLLECTED:</b>	\$ -	\$ -	\$ -



**MONTHLY REPORT**

**Northtown M.U.D.**

**Report Period: 02/01/2022 - 02/28/2022**

**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:



2/1

2/8 – 2/9

2/15 – 2/16

2/22

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

After completing the standard maintenance tasks such as mowing & string-trimming of the District's irrigated turf areas, crews also applied mulch in areas where needed and fertilized the District's color beds too. In addition, crews spot-treated for fire any mounds throughout the District's boundaries and cutback freeze-hardened perennials where observed.

**Greenbelt & Drainage Maintenance**

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

02/10/2022

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

After completing the standard maintenance tasks such as mowing & string-trimming of the District's channels & greenbelts, crews also removed approx. 30-cu. ft. of trash/litter from within these same areas. Crews also removed approx. 8-cu. ft. of vegetative matter from within the District's channels & greenbelts, as well as having detailed the District's detention pond sand beds too.



**Trail System Maintenance**

2/1

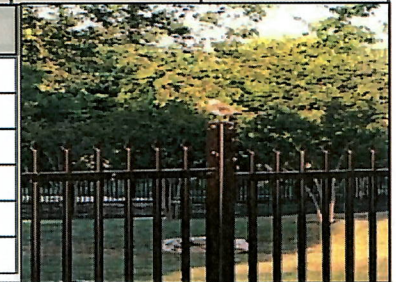
2/8 – 2/9

2/15 – 2/16

2/22

**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 throughout the District's trails. Finally, crews also raked out any rough areas they observed throughout the District's trail system in an effort to achieve a smoother, neater overall appearance to the District's trails.



**Irrigation System Maintenance**

2/1

2/8 – 2/9

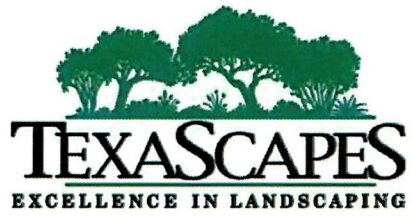
2/15 – 2/16

2/22

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

A Licensed Irrigator performed a comprehensive irrigation system analysis and he made any needed repairs totaling less than the pre-approved \$300 maximum while he was still on the District's property.





<b>Status of Proposal Work</b>
<i>NONE</i>

<b>Notes / Miscellaneous</b>



# NORTHTOWN MUD

## MONTHLY REPORT

February 13,2022 – March 13, 2022

- 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 24 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.
  - Opened large soccer field after overseed project.
  - Opened small soccer field after an extended rest period for grass regrowth.
  - Closed and opened Dog Park during rainfall.
  - Cleanup and disposed of fallen trees after storms.
  - Turned on portable heaters in well pump house and pavilion plumbing room during freezing temperatures.
  - Changed the oil in all ATV's.
  - Turned off all water during of freezing temperatures.
  - Working on clearing dead trees and raising canopy in the Merseyside Greenbelt.
  - Addressed possible trip hazards in the Dog Park caused by tree roots.
  - Replaced 3 old mutt mitt trash cans along WildFlower/Meadow Park trails.
  - Sanding, grinding off rust and repainting all soccer goals. *(open item)*
  - Filling cracks between stone work and concrete slabs on the disc golf course. *(open item)*
- 
- Working with TCSO Coordinator regarding a parking concern in The Lakes due to resident complaint.
  - Posted "Burn Ban" signs to follow the Travis County Fire Marshall order.
  - Contracted with Advanced Arbor Solutions to perform new office property line tree removal project per BoD approval. NTE \$12,000. *(partial completion)*
  - Attend new facility construction meetings on site every 1<sup>st</sup> & 3<sup>rd</sup> Tuesday of the month.
  - Requested the TCSO deputies hired by NT MUD keep an eye out four wheelers using the parks and trails in the evenings and weekends on 3/22/21. *(on going)*
  - Take supplies to restocking staging area in pavilion for workers, to maintain social distancing & limit exposure.
  - Continue working with the Public Safety & Security subcommittee regarding COVID-19 for temporary policy changes and public area closures.
  - Working with New Facility Construction subcommittee and various consultants regarding future office, pavilions and equipment projects. *(in progress)*
  - Working with TexaScapes to solve a burr/goat weed problem in the Dog Park. *(in progress)*

Northtown MUD

NEW VIOLATIONS SENT A COURTESY CARD				
NOTES	ADDRESS	DATE NOTIFIED	PHOTO	15 DAY CHECK ATTORNEY VIOLATION
	14920 Antique Finish	3/11/2022	N	Bulky; Various debris must be stored out of view
	13808 Ceylon Tea	3/4/2022	N	Bulky; Various debris must be stored out of view
	1205 Darjeeling	2/21/2022	N	Bulky; Various debris must be stored out of view
	913 Friendship Quilt	3/11/2022	N	Boat parked in view of street
	928 Friendship Quilt	3/4/2022	N	Bulky; Various debris must be stored out of view
	14609 Ginseng	3/11/2022	N	Boat parked in view of street
LP# 611 247K	1705 Lady Grey	3/4/2022	N	Trailer parked in view
	1717 Lady Grey	3/4/2022	N	Bulky; Various debris must be stored out of view
	14700 Lantern	3/4/2022	N	Bulky; Various debris must be stored out of view
	14912 Lantern	2/21/2022	N	Bulky; Various debris must be stored out of view
says done	13601 Letti	2/21/2022	N	Fence/gate is in disrepair
	13908 Merseyside	2/21/2022	N	Dumpster in view of street
monitor	14513 Naruna	1/17/2022	N	RV trailer parked in view of street
monitor no LP#	14609 Naruna	1/17/2022	N	Trailer parked in view
	1000 Peppermint Tr	3/4/2022	N	Various debris must be stored out of view
	1400 Sleepytime	3/11/2022	N	Bulky; Various debris must be stored out of view
	14405 Spearmint Tea	3/11/2022	N	Bulky; Various debris must be stored out of view
	14308 Teacup	3/11/2022	N	Bulky; Various debris must be stored out of view
	905 Thayer	2/21/2022	N	Bulky; Various debris must be stored out of view
CONTINUING VIOLATIONS SENT A LETTER				
NOTE	ADDRESS	DATE NOTIFIED	PHOTO	15 DAY CHECK ATTORNEY VIOLATION
monitor	15005 Antique Finish	3/4/2022	Y	Repeat CV
gold Toyota LP# CRF 9652	708 Battenburg	2/1/2022	Y	Derelict vehicle w/flat tire parked in view
	13718 Cambourne	1/8/2022	Y	Bulky; Various debris must be stored out of view
	13800 Cambourne	2/15/2022	Y	Bulky; Various debris must be stored out of view
	803 Dawlish	7/9/2021	Y	A/C unit in view from street
	1105 Grey Castle	2/1/2022	Y	Various debris must be stored out of view
	15107 Lantern	10/6/2021	Y	2. Debris in view
	13904 Merseyside	2/1/2022	Y	Various debris must be stored out of view
	15028 Valerian Tea	2/15/2022	Y	Bulky; Various debris must be stored out of view



Northtown MUD

CONTINUING VIOLATIONS NOT RESOLVED - SENT TO ATTORNEY						
NOTE	ADDRESS	DATE NOTIFIED	PHOTO	15 DAY CHECK	ATTORNEY	VIOLATION
	811 Burnsall Gates	1/23/2021	Y	Same	4/20/2021	Bulky; Various debris must be stored out of view
	14008 Conner Downs	6/12/2020	Y	Repeat CV	7/14/2020	2. Bulky debris in view
	14912 Earl Grey	11/10/2021	Y	Same	1/5/2022	1. Bulky debris in view 2. Trash cans in view
monitor - lots of cars not renewing lease	801 Friendship Quilt	10/14/2021	Y	Ext 3/25/22	12/14/2021	1. Running a painting & cleaning business 2. Debris in view
monitor	1101 Grey Castle	2/15/2021	Y	Same	7/2/2021	Trailer parked in view
monitor	13910 Lamping	12/13/2021	Y	Same	2/11/2022	1. Trailer parked in view 2. Debris in view
Eviction in progress	14804 Lantern	9/27/2021	Y	Ext 4/3/22 Ext 3/25/22	11/8/2021	1. Debris in view 2. Garage door is in a state of disrepair 3. Trash cans in view
black Honda Accord LP# CRC 8741	13902 Lothian	11/19/2020	Y	Same	1/22/2021	1. Derelict vehicle w/flat tires parked in view 2. Lawn overgrown 3. Debris in view
	14025 Maricella	1/27/2020	Y	Repeat CV	6/12/2020	Various debris must be stored out of view
	13726 Merseyside	7/29/2021	Y	Same	11/2/2021	Various debris must be stored out of view
	14108 Naruna	1/17/2022	Y	Same	3/10/2022	Fence/gate is in disrepair
black car detail trailer	1324 Peppermint Tr	4/7/2021	Y	Same	5/20/2021	Trailer parked in view
	1212 Staple Cv	10/21/2019	Y	Same	12/5/2019	1. Basketball goal on sidewalk 2. Lawn overgrown 3. Debris in view 4. Trash cans in view
	1000 Tayside	12/6/2021	Y	Same	2/11/2022	2. Fence/gate disrepair
	1209 Tudor House	10/8/2019	Y	Same	11/19/2019	Derelict vehicle w/ exp registration & no plates parked in view
monitor	15108 Valerian Tea	7/14/2021	Y	Same	10/14/2021	1. RV trailer parked in view of street
RESOLVED						
NOTE	ADDRESS	DATE NOTIFIED	PHOTO	10 DAY CHECK	ATTORNEY	VIOLATION
	816 Battenburg	12/6/2021	N	Ext 2/15/22		Dumpster in view of street
	13806 Cambourne	2/15/2022	N			Bulky; Various debris must be stored out of view
	13905 Cambourne	2/1/2022	N			Dumpster in view of street
	13908 Ceylon Tea	2/1/2022	N			Bulky; Various debris must be stored out of view
says done	14117 Ceylon Tea	2/15/2022	N			Fence/gate is in disrepair
	903 Crieff Cross	12/6/2021	Y	Same	1/28/2022	Bulky; Various debris must be stored out of view
monitor	1601 Darjeeling	11/29/2021	N			Trailer parked in view
monitor	801 Friendship Quilt	10/6/2021	N			Vehicle parked on lawn
	13716 Greinert	12/30/2021	Y			Various debris must be stored out of view

## Northtown MUD

	15115 Lantern	1/8/2022	Y		1. Bulky debris in view 2. Trash cans in view
	14424 Lemongrass	1/17/2022	N		Bulky; Various debris must be stored out of view
says done	13613 Letti	12/30/2021	Y	EXT 2/7/22	Bulky; Various debris must be stored out of view
	1206 Olympic	2/15/2022	N		Fence/gate is in disrepair
monitor black flat/backed in drive	14800 Sassafra	10/18/2021	Y		Trailer parked in view
	800 Tapestry	2/1/2022	N		1. Fence/gate disrepair 2. Tree in street causing hazard
monitor	808 Tapestry	11/29/2021	Y	Repeat CV	Camper or Trailer parked in view
	817 Tapestry	9/17/2020	Y	Same	Boat parked in view of street
	817 Tapestry	1/17/2022	Y		Bulky; Various debris must be stored out of view
	901 Thayer	1/17/2022	Y		Traffic trailer parked in view
	1100 Tudor House	1/8/2022	Y	Same	Various debris must be stored out of view



WildFlower

VIOLATIONS SENT A COURTESY REMINDER						
NOTES	ADDRESS	DATE NOTIFIED	PHOTO	15 DAY CHECK	ATTORNEY	VIOLATION
monitor	13801 Golden Flax	1/18/2022	N			Rear bulky debris in view 2. Front bulky debris in view
	115 Mist Flower	3/9/2022	N			Front various debris in view
	118 Mist Flower	3/9/2022	N			Front bulky debris in view
monitor Service Soreno LP# TSS 54J	116 Segovia	9/30/2021	N			Tow truck parked in District parked on alley
	128 Segovia	2/24/2022	N			Orange cone or bucket in view
	132 Segovia	3/15/2022	N			1. Bulky debris 2. Orange cone or bucket in view
	133 Segovia	2/24/2022	N			Orange cone or bucket in view
	137 Segovia	2/24/2022	N			1. Fence/gate disrepair 2. Orange cone in view
	177 Segovia	3/9/2022	N			1. Rear fence/gate disrepair 2. Rear bulky debris 3. Trash cans in view
	181 Segovia	3/15/2022	N			Rear bulky debris in view
	201 Segovia	2/24/2022	N			Rear various debris in view
	119 Star Flower	3/15/2022	N			Rear various debris in view
	122 Star Flower	3/15/2022	N			Rear fence/gate is in a state of disrepair
	309 Wild Senna	3/9/2022	N			Rear bulky debris in view
VIOLATIONS SENT A LETTER						
NOTE	ADDRESS	DATE NOTIFIED	PHOTO	15 DAY CHECK	ATTORNEY	VIOLATION
	124 Segovia	9/1/2021	Y			Orange cone or bucket in view
	13806 Spring Heath	2/16/2022	Y			Front various debris in view
CONTINUING VIOLATIONS NOT RESOLVED - SENT TO ATTORNEY						
NOTE	ADDRESS	DATE NOTIFIED	PHOTO	15 DAY CHECK	ATTORNEY	VIOLATION
monitor	101 Segovia	12/14/2021	Y	Same	2/15/2022	1. Rear various debris 2. Rear trailer in view 3. Trash cans
	105 Segovia	6/8/2020	Y	Same	8/7/2020	1. Lawn overgrown 2. Mow back area by parking pad 3. Rear fence disrepair
	113 Segovia	10/29/2021	Y	Same	12/27/2021	1. Lawn overgrown 2. Fence/gate disrepair 3. Debris in view 4. Trash cans in view
969 Towing -parks up and down Segovia	125 Segovia	8/1/2021	Y	Same	10/13/2021	Tow truck parked in District





**NORTHTOWN MUNICIPAL UTILITY DISTRICT  
RESTRICTIVE COVENANT VIOLATIONS – MARCH 2022**

<b>Address</b>	<b>Violation</b>	<b>NT First Notice Letter</b>	<b>A &amp; B Final Notice</b>	<b>Notice of Impending Litigation</b>	<b>Repeat Violation Letter</b>	<b>Suit Filed</b>	<b>Status</b>
1209 Tudor House	Derelict vehicle – unregistered	10/28/2019	11/22/2019	2/3/2020			Deadline for NOIL compliance is as of 2/18/2020
1212 Staple Cove	Debris in view, lawn in need of maintenance	11/12/2019	12/11/2019	2/3/2020	3/4/2020		Deadline for Special Final Notice is 3/19/2020
14025 Maricella Lane	Debris in view	3/6/2020	6/23/2020	1/20/2021			Deadline for NOIL compliance is as of 2/4/2021
14008 Conner Downs Drive	Debris in view, fence/gate in disrepair	6/12/2020	7/17/2020	8/26/2020	10/1/2020		Deadline for compliance of Special Final Notice is 10/16/2020
13902 Lothian Drive	Derelict vehicle, lawn in need of maintenance	12/14/2020	2/25/2021	3/23/2021	5/20/2021		Deadline for compliance of Special Final Notice is 6/4/2021
811 Bunsall Gates Drive	Debris in view	3/24/2021	5/18/2021	6/22/2021	7/13/2021		Deadline for compliance of Special Notice is 7/28/2021
1324 Peppermint Trail	Trailer in view	4/7/2021	5/24/2021				Deadline for compliance is as of 6/8/2021 <b>**Monitoring**</b>
1101 Grey Castle Drive	Trailer in view	3/11/2021	7/9/2021	11/12/2021 1/19/2022	2/17/2022		Deadline for compliance of Special Final Notice is 3/3/2022

**NORTHTOWN MUNICIPAL UTILITY DISTRICT  
RESTRICTIVE COVENANT VIOLATIONS – MARCH 2022**

<b>Address</b>	<b>Violation</b>	<b>NT First Notice Letter</b>	<b>A &amp; B Final Notice</b>	<b>Notice of Impending Litigation</b>	<b>Repeat Violation Letter</b>	<b>Suit Filed</b>	<b>Contempt Letter</b>	<b>Status</b>
214 Wild Senna	Derelict vehicle – unregistered, flat tire	12/11/2019	1/3/2020	2/5/2020	3/18/2020			Deadline for Special Final Notice is as of 4/2/2020
214 Wild Senna Drive West	Fence in disrepair, lawn in need of maintenance	9/15/2020	10/26/2020					Deadline for compliance is as of 11/10/2020
13806 Spring Heath Road	Fence in disrepair	8/13/2021	9/16/2021	11/3/2021	12/14/2021			Deadline for compliance for Special Final Notice is as of 12/28/2021
13901 Golden Flax Trail	Derelict vehicle with expired registration	9/27/2021	11/1/2021					Deadline for compliance is as of 11/15/2021
320 Wild Senna Drive	Derelict Vehicle, Debris in view, Fence in disrepair	9/27/2021	11/2/2021	12/15/2021	1/13/2022			Deadline for compliance for Special Final Notice is as of 1/27/2022
13726 Merseyside Drive	Debris in view	9/28/2021	11/3/2021	12/1/2021	1/7/2022			Deadline for compliance for Special Final Notice is as of 1/21/2021
114 Mist Flower Drive	Derelict vehicle with expired registration	10/13/2021	11/8/2021					Deadline for compliance is as of 11/23/2021



**NORTHTOWN MUNICIPAL UTILITY DISTRICT  
RESTRICTIVE COVENANT VIOLATIONS – MARCH 2022**

<b>Address</b>	<b>Violation</b>	<b>NT First Notice Letter</b>	<b>A &amp; B Final Notice</b>	<b>Notice of Impending Litigation</b>	<b>Repeat Violation Letter</b>	<b>Suit Filed</b>	<b>Contempt Letter</b>	<b>Status</b>
14804 Lantern Drive	Garage door in disrepair, Trash/recycling containers in view, Debris in view	10/14/2021	11/19/2021					Tenant is being evicted. Deadline for compliance extended to 03/25/2022
15108 Valerian Tea Drive	Trailer in view	9/8/2021	11/11/2021	12/1/2021				Deadline for NOIL compliance is as of 12/16/2021 <b>**Monitoring**</b>
801 Friendship Quilt	Business out of home, debris in view, multiple vehicles in the driveway	11/11/2021	12/14/2021					Tenants will be evicted by 03/25/2022.
113 Segovia Way	Fence in disrepair, lawn in need of maintenance, debris in view	11/17/2021	12/28/2021	1/31/2022	2/23/2022			Deadline for compliance for Special Final Notice is as of 3/9/2022
14912 Earl Grey Ln	Debris in view	12/14/2021	1/7/2022	2/2/2022	3/4/2022			Deadline for compliance for Special Final Notice is as of 3/18/2022
1000 Tayside Drive	Fence in disrepair	1/5/2022	2/15/2022					Deadline for compliance is as of 3/2/2022
13910 Lampting Drive	Trailer in view, Debris in view	1/5/2022	2/15/2022					Deadline for compliance is as of 3/2/2022 <b>**Monitoring**</b>

**NORTHTOWN MUNICIPAL UTILITY DISTRICT  
RESTRICTIVE COVENANT VIOLATIONS – MARCH 2022**

<b>Address</b>	<b>Violation</b>	<b>NT First Notice Letter</b>	<b>A &amp; B Final Notice</b>	<b>Notice of Impending Litigation</b>	<b>Repeat Violation Letter</b>	<b>Suit Filed</b>	<b>Contempt Letter</b>	<b>Status</b>
101 Segovia Way	Trailer in view, debris in view, trash/recycling containers in view	1/3/2022	2/21/2022	3/9/2022				Deadline for NOIL compliance is as of 3/24/2022



**NORTHTOWN MUNICIPAL UTILITY DISTRICT  
RESTRICTIVE COVENANT VIOLATIONS LAWSUITS – MARCH 2022**

<b>Address</b>	<b>Violation</b>	<b>NT First Notice Letter</b>	<b>A &amp; B Final Notice</b>	<b>Notice of Impending Litigation</b>	<b>Repeat Violation Letter</b>	<b>Suit Filed</b>	<b>Status</b>
127 Star Flower Way	Exterior Maintenance – Garage in Disrepair	4/5/2021	5/20/2021	6/16/2021	7/14/2021	1/20/2022	Law Suit approved by subcommittee on 1/18/2022. Suit filed on 1/20/2022.
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 1/18/2022. Suit filed on 1/20/2022.
125 Segovia Way	Tow truck in view	9/17/2021	10/18/2021	12/3/2021	1/4/2022	2/10/2022	Law Suit approved by subcommittee on 2/1/2022. Suit filed on 2/10/2022.

# District Manager

## Monthly Expense Approvals

\$2000.00 per month - Approval by BOD 2-23-16  
 Emergency \$2000.00 per month w/ 1 director notified - Approved by BOD 4-28-15

OFFICE PURCHASES			PURPOSE	AMOUNT
DATE	ITEM			
2/10/2022	Paper towels (15 ct), toilet paper (90 ct), plastic plates, paper plates, zip lock bags	Restock		\$195.25
2/14/2022	Banker boxes (12 ct), trash cans (6)			\$141.26
2/14/2022	Dell computer batter	Replace		\$25.99
	Subtotal			<u>\$362.50</u>
PARKS & MAINTENANCE PURCHASES			PURPOSE	AMOUNT
DATE	ITEM			
2/10/2022	Sawzall blades (13 ct), 10 gal trash bags (140 ct), 42 gal trash bags (6 bxs), toilet plunger & brush set	Restock		\$270.34
2/14/2022	Mutt Mitt bags (3 bxs)	Restock		\$299.97
2/14/2022	Oil change for F150	Maintenance		\$54.10
2/18/2022	Diesel Fuel	ATV's		\$80.15
	Subtotal			<u>\$704.56</u>
<b>Grand Total for the Month</b>				<b><u>\$1,067.06</u></b>



# District Manager

## Monthly Expense Approvals

\$2000.00 per month - Approval by BOD 2-23-16  
 Emergency \$2000.00 per month w/ 1 director notified - Approved by BOD 4-28-15

DATE	OFFICE PURCHASES ITEM	PURPOSE	AMOUNT
3/10/2022	Stamps (2 rolls)	Mail	\$116.00
3/10/2022	HP Ink (2), Wireless keyboard, mouse,		\$155.23
	Subtotal		<u>\$271.23</u>
<b>PARKS &amp; MAINTENANCE PURCHASES</b>			
DATE	ITEM	PURPOSE	AMOUNT
3/8/2022	White paint (2 gal), paint thinner, primer, paint brushes (3), 4 in roller (6), 3 in rollers (8), 3 in roller handle, rope, palm sander sandpaper (50), chisel, chainsaw chains (2)	Spring projects and restock	\$211.01
3/10/2022	Carburetor fuel filter kit for generator, spark plugs (5)	Equipment service	\$29.62
	Subtotal		<u>\$240.63</u>
	<b>Grand Total for the Month</b>		<u><b>\$511.86</b></u>







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**Northtown MUD  
 2022 - Quarterly Operations Reports**

<b>First Quarter 2022</b>						
<b>Month</b>	<b>Bulky Pick Ups</b>	<b>Misses</b>	<b>Courtesy Clean Ups</b>	<b>Cart DEL</b>	<b>Cart Swaps</b>	<b>Cart TERMS</b>
January	54	3	22	35	20	3
February	30	10	8	28	17	6
March						
<b>Totals</b>	<b>84</b>	<b>13</b>	<b>30</b>	<b>63</b>	<b>37</b>	<b>9</b>

<b>Second Quarter 2022</b>						
<b>Month</b>	<b>Bulky Pick Ups</b>	<b>Misses</b>	<b>Courtesy Clean Ups</b>	<b>Cart DEL</b>	<b>Cart Swaps</b>	<b>Cart TERMS</b>
April						
May						
June						
<b>Totals</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

<b>Third Quarter 2022</b>						
<b>Month</b>	<b>Bulky Pick Ups</b>	<b>Misses</b>	<b>Courtesy Clean Ups</b>	<b>Cart DEL</b>	<b>Cart Swaps</b>	<b>Cart TERMS</b>
July						
August						
September						
<b>Totals</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

<b>Fourth Quarter 2022</b>						
<b>Month</b>	<b>Bulky Pick Ups</b>	<b>Misses</b>	<b>Courtesy Clean Ups</b>	<b>Cart DEL</b>	<b>Cart Swaps</b>	<b>Cart TERMS</b>
October						
November						
December						
<b>Totals</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

<b>2022 TOTALS</b>	<b>84</b>	<b>13</b>	<b>30</b>	<b>63</b>	<b>37</b>	<b>9</b>
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**Northtown- 2022 Operations Report**  
**February**

**Courtesy Pick-ups**

CUST #	CUSTOMER	ADDRESS		DATE	ACTION	W/O#
70915	ESPINOZA	14316	EMONGRAS	2/5/2022	96G TRASH	6407583
73590	LECKIE	1605	VANILLA BEAM	2/5/2022	96G TRASH	6407162
73590	LECKIE	1605	VANILLA BEAM	2/12/2022	96G TRASH	6423354
83255	MILLIGAN	15021	VALERIAN TEA	2/12/2022	96G TRASH	6429130
85378	ENGLE	1717	DARJEELING	2/26/2022	96G RECYC	6441898
105502	BRIDGLE	14208	TEA ROOM	2/5/2022	96G TRASH	6408206
112538	DIAZ	1520	FERN RIDGE	2/5/2022	96G TRASH	6408508
156309	DULAY	14512	LAKE VICTOR	2/19/2022	96G TRASH	6440704

**Bulky Waste**

CUST #	CUSTOMER	ADDRESS		DATE	ACTION	W/O#
61207	BARFIELD	14316	LDERMINSTE	2/26/2022	BULKY WA	6442756
61850	ADAMS, JR	14116	CEYLON TEA	2/26/2022	BULKY WA	6444159
61881	HUANG	13808	CEYLON TEA	2/26/2022	BULKY WA	6409590
69466	BELLESSION	13700	LETTI	2/26/2022	BULKY WA	6443720
70527	MONROE	1112	GREY CASTLE	2/19/2022	BULKY WA	6438983
70640	MENDEZ	928	ENDSHIP QU	2/19/2022	BULKY WA	6435079
70642	SALAZAR	13704	GOLDEN FLA	2/1/2022	BULKY WA	6405484
70862	SUKHESWA	14801	LANTERN	2/5/2022	BULKY WA	6407111
70895	TAYS	15115	LANTERN	2/19/2022	BULKY WA	6439703
71145	GONZALEZ	13909	MARICELLA	2/19/2022	BULKY WA	6437679
71263	COLEMAN	928	ELTED CAND	2/19/2022	BULKY WA	6438410
71353	TUCKER	14309	NESTLE	2/19/2022	BULKY WA	6425810
71376	FLORES	15004	PLOWSHARE	2/12/2022	BULKY WA	6406566
71678	CABANIUC	905	THAYER	2/19/2022	BULKY WA	6437434
71719	BELL	1225	UDOR HOUS	2/19/2022	BULKY WA	6427718
71853	MARTINEZ	324	WILD SENNA	2/19/2022	BULKY WA	6429198
71995	HP TEXAS 1	13820	CEYLON TEA	2/12/2022	BULKY WA	6407095
71999	CRARY	13908	CEYLON TEA	2/12/2022	BULKY WA	6429052
72172	MILES	13727	MERSEYSIDE	2/5/2022	BULKY WA	6412704
75282	WHITTINGS	1016	GREY CASTLE	2/26/2022	BULKY WA	6447064
81228	THOMAS	909	CORONATION	2/26/2022	BULKY WA	6444501
84892	CAMACHO	15025	VALERIAN TEA	2/19/2022	BULKY WA	6440153
87182	HOCKADAY	1716	DARJEELING	2/5/2022	BULKY WA	6410990
114959	RIZVI MOH	14313	NARUNA	2/26/2022	BULKY WA	6447018
116467	SANCHEZ	1500	MORNING MIS	2/19/2022	BULKY WA	6425775
117422	GRAY	14700	HYSON	2/26/2022	BULKY WA	6460288
120863	WELDESEL	605	SWEET LEAF	2/26/2022	BULKY WA	6441873
126902	ISAZA	14213	NARUNA	2/26/2022	BULKY WA	6426120
127339	EICHMILLE	909	WATSON	2/19/2022	BULKY WA	6433005



149467	FORCIER	1000	OATMEAL	2/5/2022	BULKY WA	6408338

**Missed Pick-ups**

CUST #	CUSTOMER	ADDRESS	DATE	ACTION	W/O#
70650	EVEN	13800 GOLDEN FLA	2/22/2022	96G RECY N	6443986
70908	NGUYEN	14304 EMONGRAS	2/1/2022	96G TRASH	6408899
70919	COLEMAN	14324 EMONGRAS	2/2/2022	96G TRASH	6409484
70935	BANDA	14424 EMONGRAS	2/1/2022	96G TRASH	6407581
71319	CAVAZOS	14024 MERSEYSIDE	2/8/2022	96G TRASH	6426510
88512	HAMILTON	1504 TARD OF CHI	2/15/2022	96G RECY N	6434445
107802	TA	14800 EVENING MIS	2/15/2022	96G TRASH	6434306
108559	HILDAGO	14804 EVENING MIS	2/15/2022	96G TRASH	6435200
110267	ELHAMI	14816 EVENING MIS	2/15/2022	96G RECY N	6434969
112537	DENSON	14905 EVENING MIS	2/15/2022	96G TRASH	6435895

**Cart Deliveries**

CUST #	CUSTOMER	ADDRESS	DATE	ACTION	W/O#
276600	OLALADE	14708 ENGLISH ROS	2/5/2022	96G RES RE	6407669
277334	TARLETON	903 LOCKING SPU	2/19/2022	96G RES TR	6437375
61761	THOMPSON	811 JRNSALL GAT	2/12/2022	96G RES TR	6431360
61913	RAMOS	13805 CAMBOURNE	2/18/2022	96G RES TR	6440135
69098	MOLINA	1237 UDOR HOUS	2/5/2022	96G RES RE	6408015
71144	JAIMEZ-PE	13908 MARICELLA	2/12/2022	96G RES TR	6425423
71448	TARLETON	903 LOCKING SPU	2/19/2022	96G RES TR	6435049
71656	PEREZ	908 TAYSIDE	2/26/2022	96G RES TR	6447430
71690	PHIPPS	811 DAWLISH	2/12/2022	96G RES TR	6425920
71723	OSHOGBE	1245 UDOR HOUS	2/19/2022	96G RES TR	6435380
71777	GRANT	108 WILD SENNA	2/19/2022	96G RES TR	6434855
71777	GRANT	108 WILD SENNA	2/19/2022	96G RES RE	6434855
72049	HAAN	13924 DNNER DOW	2/12/2022	96G RES TR	6428904
72070	THORNTON	806 CRIEFF CROSS	2/26/2022	96G RES RE	6448126
75583	HINOJOSA	1413 VANILLA BEA	2/5/2022	96G RES RE	6406985
75715	HERRERA	15201 HYSON	2/5/2022	96G RES TR	6408500
76941	OUKROP	1421 DARJEELING	2/19/2022	96G RES TR	6434762
85539	JENNINGS	14905 VALERIAN TE	2/19/2022	96G RES TR	6435608
93039	ZAKARIA	14609 HYSON	2/19/2022	96G RES TR	6437147
96390	RIVAS	1200 PEPPERMINT	2/26/2022	96G RES TR	6444461
96796	PHAM	1908 TARD OF CHI	2/19/2022	96G RES TR	6438525
114285	DOLLINS	820 SWEET LEAF	2/5/2022	96G RES RE	6408343
117415	BOULDIN	14200 NARUNA	2/12/2022	96G RES TR	6430175
122574	FENG	14601 NARUNA	2/19/2022	96G RES TR	6434852
123824	ROLLINGW	516 SWEET LEAF	2/19/2022	96G RES RE	6441847
139835	WARNER	824 OATMEAL	2/5/2022	96G RES TR	6407830

156309	DULAY	14512	LAKE VICTOR	2/19/2022	96G RES TR	6434364
156309	DULAY	14512	LAKE VICTOR	2/26/2022	96G RES TR	6443600

**Cart Swaps**

CUST #	CUSTOMER	ADDRESS	DATE	ACTION	W/O#
61723	ICARO	15004 ANTIQUE FINIS	2/12/2022	SWAP 9T C	6426913
61723	ICARO	15004 ANTIQUE FINIS	2/19/2022	SWAP 9Y C	6435906
70733	WOOTEN	13725 LAMPTING	2/12/2022	SWAP 9T C	6433531
71263	COLEMAN	928 ELTED CAND	2/19/2022	SWAP 9T C	6438404
71419	HUMFELD	13812 ANDALSTON	2/12/2022	SWAP 9T C	6423440
71426	SANDROCK	13905 ANDALSTON	2/5/2022	SWAP 9T C	6415774
71746	CHANCE	825 WISTED FENC	2/12/2022	SWAP 9T C	6428374
71779	COLEMAN	111 WILD SENNA	2/19/2022	SWAP 9T C	6435384
73590	LECKIE	1605 VANILLA BEAN	2/5/2022	SWAP 9T C	6407164
73590	LECKIE	1605 VANILLA BEAN	2/12/2022	SWAP 9T C	6423353
73763	LUU	313 UDOR HOUS	2/19/2022	SWAP 9T C	6439441
86223	GARCIA	1204 SWEET LEAF	2/12/2022	SWAP 9T C	6431323
92593	NGUYEN	1306 CORONATION	2/19/2022	SWAP 9T C	6435088
103185	DAVIS	1805 OLDEN SUNRI	2/5/2022	SWAP 9T C	6408975
105502	BRIDGLE	14208 TEA ROOM	2/5/2022	SWAP 9T C	6407478
129669	BARRERA	829 WATSON	2/12/2022	SWAP 9T C	6426146
129669	BARRERA	829 WATSON	2/12/2022	SWAP 9Y C	6426146

**Cart Terms**

CUST #	CUSTOMER	ADDRESS	DATE	ACTION	W/O#
61913	RAMOS	13805 CAMBOURN E	2/12/2022	CART 9T TE	6427263
74477	MORALES	14413 SPEARMINT TEA	2/19/2022	CART 9T TE	6436220
95143	HOANG	1817 WHITTARD OF CHELSEA	2/5/2022	CART 9T TE	6407566
104722	FULLWOOD	433 SWEET LEAF	2/26/2022	CART 9T TE	6442779
138522	TSAI	812 OATMEAL	2/26/2022	CART 9T TE	6443328
250538	CHRISTIAN	14217 SILVER LACE	2/26/2022	CART 9T TE	6443794





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**Northtown MUD Trash and Recycle Weight Report  
 2022**

**1st Quarter 2022**

Month	Estimated Trash Tonnage	Estimated Recycle Tonnage
January	213.38	55.92
February	237.54	58.65
March		

**Total Tonnage for 1st Qtr** **450.92** **114.57**

**2nd Quarter 2022**

Month	Estimated Trash Tonnage	Estimated Recycle Tonnage
April		
May		
June		

**Total Tonnage for 2nd Qtr** **0.00** **0.00**

**3rd Quarter 2022**

Month	Estimated Trash Tonnage	Estimated Recycle Tonnage
July		
August		
September		

**Total Tonnage for 3rd Qtr** **0.00** **0.00**

**4th Quarter 2022**

Month	Estimated Trash Tonnage	Estimated Recycle Tonnage
October		
November		
December		

**Total Tonnage for 4th Qtr** **0.00** **0.00**

<b>Total Yearly Tonnage 2022</b>	<b>450.92</b>	<b>114.57</b>
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**Northtown MUD - February 2022**

**Estimated Trash Weights**

Date	Truck #	Route	Ticket #	Tonnage on Route
2/5/2022	41081	A406	2782037	5.51
2/5/2022	41129	A403	2782155	9.57
2/5/2022	44062	A402	2782158	9.69
2/5/2022	44064	A406	2782161	10.08
2/5/2022	41077	A404	2782191	7.23
2/5/2022	41115	A405	2782198	13.76
2/5/2022	41120	A401	2782273	11.81
2/12/2022	44072	A406	2787217	12.01
2/12/2022	44062	A402	2787224	10.18
2/12/2022	44064	A403	2787227	9.58
2/12/2022	44068	A405	2787247	12.04
2/12/2022	44073	A404	2787298	9
2/12/2022	41129	A401	2787321	6.38
2/19/2022	44069	A406	2792167	11.17
2/19/2022	41077	A404	2792220	6.7
2/19/2022	44062	A402	2792225	9.41
2/19/2022	44073	A405	2792251	9.38
2/19/2022	41120	A401	2792253	10.41
2/19/2022	44067	A406	2792284	7.33
2/19/2022	41129	A403	2792292	6.34
2/26/2022	44072	A405	2796546	1.78
2/26/2022	44068	A406	2796610	12.78
2/26/2022	41077	A404	2796611	9.47
2/26/2022	44062	A402	2796614	11.32
2/26/2022	44064	A403	2796616	13.07
2/26/2022	41129	A401	2796638	7.07

**Total Trash Tonnage 243.07**

Total Northtown Containers 3266

/Total containers on all routes 3342

% of Northtown containers in routes 97.73%

Total Tonnage 243.07

X % of Northtown containers in routes 97.73%

**Estimated trash tonnage 237.54**

**Estimated Recycle Weights**

Date	Truck #	Route	Ticket #	Tonnage on Route
2/5/2022	41080	A504	233531	4.35
2/5/2022	41085	A504	233532	3.99
2/5/2022	42011	A504	233533	3.45

Total Northtown Containers 3250

/Total containers on all routes 4448

% of Northtown containers in routes 73.07%



2/5/2022	41126	A502	233540	5.28
2/12/2022	41081	A503	234292	5.02
2/12/2022	41080	A501	234293	4.31
2/12/2022	41085	A502	234295	3.84
2/19/2022	42009	A505	235054	1.66
2/19/2022	41063	A506	235068	6.95
2/19/2022	42010	A505	235077	1.95
2/19/2022	41128	A504	235078	3.18
2/19/2022	41085	A504	235081	3.78
2/19/2022	41080	A504	235084	4.85
2/26/2022	41126	A506	235898	3.62
2/26/2022	41081	A503	235899	4.75
2/26/2022	41060	A502	235900	4.09
2/26/2022	41123	A505	235901	3.45
2/26/2022	41085	A502	235903	8.06
2/26/2022	41080	A501	235904	3.69

**Total Recycle Tonnage 80.27**

Total Tonnage 80.27  
X % of Northtown containers in routes 73.07%  
**Estimated recycle tonnage 58.65**

## New Office Appliance Expenses

NTE \$10,000 per Bod meeting on 11/17/21		
DATE	ITEM	Amount
11/18/2021	Costco - Televisions for new office - 82 in, 70 in, 55 in x 2	\$3,139.95
1/12/2022	TV wall mount (4)	\$233.90
	Refrigerator	
1/12/2022	Small beverage fridge for meeting room	\$279.00
2/8/2022	Commercial ice maker	\$459.99
2/8/2022	Ice maker compressor	\$63.23
	Clothes Dryer	
1/12/2022	Microwaves x 3	\$535.97
	<b>Total =</b>	<b>\$4,712.04</b>

AGENDA ITEM # 9(a)





P.O. Box 3639  
Cedar Park, Texas 78630

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**DATE:** March 14, 2022  
**TO:** Northtown Municipal Utility District  
Board of Directors  
**FROM:** Scott J. Foster, P.E.  
**RE:** Northtown MUD – Engineer’s Report for the March 2022 Board Meeting

---

**Report from District Engineer, including:**

***a) Development Updates;***

***i) Village at Northtown Section 2 (Phase 1 and Phase 2 Single Family);***

The project was bid on November 11, 2021 and is anticipated to start construction in January 2022. Construction is expected to be completed in late 2022. There are no pay estimates or change orders for consideration.

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

The plans are technically complete and are pending the receipt of administrative items including an easement release. The new property owner is seeking permission to cross the District’s parkland with a storm sewer and revise various easements. The applicant is currently working on providing a formal request that will be forwarded to the appointed subcommittee for future Board approval.

***iii) Village at Northtown Multifamily (North Wells Branch), including easements and construction agreements;***

Construction started on the project in March 2021 and is anticipated to be completed in Summer 2023. The developer and their contractor are both willing to work with the District to minimize conflicts with the adjacent District office project. The Developer is discussing the need to modify the previous parkland encroachment agreement to satisfy other governmental entity requirements.

The developer is also currently designing the next phases of the project which are located west of the current project. It is anticipated that the plans will be completed in April 2022 and construction will start late 2022.

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

The developer and their engineer previously contacted 360 PSI about the construction of a possible retail/convenience store that will be located near the intersection of The Lakes Blvd. and Northtown Blvd. Only a small portion of the proposed project is located in the District. Construction plans were approved in July 2020, and the status of construction is unknown.

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

The District has approved the site plan, and the project is pending final approval from other entities. Construction has started and is expected to last into 2024.

vi) ***Heatherwilde Multifamily;***

A developer has requested the District evaluate service to the tract located along Heatherwilde Blvd. This tract is not part of the Villages of Northtown, and there do not appear to be any other agreements or District restrictive covenants on the tract. As of August 2021, the project appears to be dormant.

b) ***MS4 Permitting Update and 2021 Pond Inspections;***

TCEQ has published the requirements and guidance for the MS4 renewal. The renewal was due by July 23, 2019, and 360 PSI submitted on May 22, 2019. TCEQ technically approved the Stormwater Management Plan on September 23, 2021. The EPA is required to provide the final approval, and TCEQ did not have an estimated timeline. Upon final approval from the EPA, there will be additional final steps including publication notices and a public hearing.

Prior to the above referenced public hearing, TCEQ recommended we have an interim public hearing to partially satisfy the SWMP requirements. This interim public hearing was held at the October 26, 2021 Board Meeting.

The District's annual report for 2020 was submitted to the TCEQ on March 1, 2021. As of September 2021, TCEQ's review was still pending and likely not expected to be completed until to 2022.

The TCEQ requires an annual report be filed which summarizes the District's MS4 related activities. The authorized report will be completed and filed with the TCEQ prior to the March 2022 deadline.

c) ***Dessau Road Force Main Replacement Project;***

Construction has been substantially completed and is currently completing the project close out process. Final acceptance and the release of retainage is pending. There are no pay estimates or change orders for consideration.

d) ***SB3 Emergency Preparation Plan;***

Based upon the Board's approval and recommendations provided at the February 2022 Board Meeting, the financial waiver is being pursued. Attached is a consultant's proposal for the preparation of the waiver.



9 March 2022

Mr. Scott Foster, P.E.  
Northtown MUD  
District Engineer  
Wells Branch Tech Center  
Building One, Suite 106  
1421 Wells Branch Parkway  
Pflugerville, Texas 78660

Subject: Scope of Services For  
Senate Bill 3, Emergency Preparedness Plan  
Waiver Preparation

Dear Mr. Foster:

Kennedy/Jenks Consultants, Inc. (Kennedy Jenks) is pleased to submit this proposal for preparation of a waiver for Northtown Municipal Utility District (MUD) to the Emergency Preparedness Plan required by 2021 Texas Senate Bill 3.

### **BACKGROUND SUMMARY**

The 2021 Texas Senate Bill 3 requires water utilities to develop and implement emergency preparedness plans (EPP) to maintain service during a prolonged power outage. The EPP's are to be reviewed and approved by the Texas Commission on Environmental Quality (TCEQ). Northtown MUD receives water from Austin Water as a direct pressure system and has no treatment facilities, storage tanks, booster pumps, emergency water interconnects, or groundwater wells. Northtown MUD has identified the need to apply for a EPP waiver from the TCEQ.

### **Scope of Work**

The following paragraphs define specific tasks associated with the PROJECT.

#### **Task 1: Project Management**

This task includes the duties to provide and perform project administration and management of the team activities through project completion.

##### **1.1: Project Start-Up and Quality Control**

Kennedy Jenks will facilitate internal project startup and coordination with Northtown MUD to receive Project information and confirm project scope, personnel, lines of communication and schedule. This will be performed via a one (1) hour virtual kickoff meeting with Northtown MUD representatives and two (2) Kennedy Jenks staff.

Northtown



Internal Kennedy Jenks quality assurance and quality control (QA/QC) processes will be implemented throughout the project. Deliverables included in the scope of work will be reviewed by senior Kennedy Jenks staff.

## **1.2: Monthly Invoicing and Project Administration**

Kennedy Jenks will provide management and oversight of in-house project personnel throughout the project. Kennedy Jenks shall review and monitor project budget and progress on a regular basis.

Kennedy Jenks will prepare monthly project invoices for up to three months. No progress reports will be provided for the PROJECT.

### ***Deliverables:***

1. Monthly invoices, electronic (Adobe Acrobat format).

## **Task 2: Collect Data, Gather Quotes, Prepare OPCC**

### **Task 2.1: Review of existing system demands, usage, and pressure plains**

Kennedy Jenks will review data on the Northtown MUD average water usage, customer demands, and existing pressure plains to determine the infrastructure required to provide uninterrupted water supply at a minimum pressure of 20 psi for 24-48 hours in the event of an emergency. The evaluation will assume that continuous water service from Austin Water is not available during this period.

### **Task 2.2: Development of Conceptual System Needs**

Kennedy Jenks will develop one (1) conceptual system approach utilizing storage tanks, booster pumps, generators, fuel storage, and associated site work needed to meet EPP requirements.

It is assumed that two, one (1) hour virtual meetings with Northtown MUD representatives and one (1) Kennedy Jenks staff will be needed to understand the current system, limitations, clarify waiver inputs and identify additional data needs.

### **Work Product:**

1. Conceptual system approach.

### **Task 2.3: Development of OPCC for the Conceptual System**

Kennedy Jenks will develop an opinion of probable construction cost (OPCC) for the conceptual system from sources such as budgetary proposals from vendors, the use of RS Means Construction Cost Data, recent project bid tabulations for materials and installation of similar work, and conditional engineering design assumptions. The OPCC will be a planning level Class 5 estimate, based upon the Association for the Advancement of Cost Engineering (AACE) estimating guidelines.

**Deliverables:**

1. Conceptual System OPCC, electronic (Adobe Acrobat format).

**Task 3: Draft & Final EPP Waiver Preparation**

**Task 3.1: Draft EPP Waiver Preparation**

Kennedy Jenks will prepare a Draft EPP Waiver, utilizing the template provided by the TCEQ, for review and comment by Northtown MUD representatives. It is assumed that one, one (1) hour virtual meeting with Northtown MUD representatives and one (1) Kennedy Jenks staff will be needed to review comments provided by Northtown MUD.

Deliverables:

1. Draft Emergency Preparedness Plan Waiver (Electronic, Adobe Acrobat format).

**Task 3.2: Incorporation of Comments & Final EPP Waiver Preparation**

Kennedy Jenks will incorporate agreed upon responses to comments received on the Draft EPP Waiver and prepare the Final EPP Waiver for submittal to the TCEQ by Northtown MUD.

Deliverables:

1. Final Emergency Preparedness Plan Waiver to be submitted to the TCEQ by Northtown MUD (Electronic, Adobe Acrobat format).

**Project Schedule**

A project schedule has been developed below that assumes task 2 data is furnished by Northtown MUD within 1 week of NTP, and a 2-week review period by Northtown MUD on the draft EPP Waiver.

Task No.	Activity	Incremental Duration (weeks)	Cumulative Duration (weeks)
	NTP	0	0
1	Project Setup	1	1
2	Collect Data, Gather Quotes, Prepare OPCC	2	3
3	Draft EPP Waiver Preparation and Submittal	2.5	5.5



3	Northtown MUD Draft EPP Waiver Review	1	6.5
3	Final EPP Waiver Preparation and Submittal	1.5	8

### Assumptions

The following assumptions are used in the preparation of this scope of services and associated fee estimate:

- All documents and information on current system and annual charges to water customers including base water rates, average monthly use per connection, and other customer charges used to subsidize the water system (e.g. taxes, surcharges, or other fees) will be supplied by Northtown MUD.
- No detailed engineering design requiring the development of specifications or drawings will be included in this scope.
- Bidding, construction administration, and inspection services are not included in this scope.
- No temporary or permanent easements are assumed to be required for this project.
- Communications and coordination with TCEQ are not included in this scope.

### Compensation

For the above Scope of Work, Kennedy Jenks respectfully requests \$36,885 to be paid on a time and materials basis at the rates shown in the attached EXHIBIT 1. Additional services not included in this scope of work may be provided and billed on an hourly rate basis.

### Terms and Conditions

This proposal is based on current projections of staff availability and costs and, therefore, is valid for 90 days following the date of this letter.

To assure a clear understanding of all matters related to our mutual responsibilities, the attached Standard Conditions dated March 9.2022 are made a part of our agreement. We have found these terms to be appropriate for use with agreements for the provision of engineering and scientific services, and accordingly, should any conflict exist between the attached terms and the form of any purchase order or confirmation issued, the terms of this proposal and the attached Standard Conditions shall prevail in the absence of our express written agreement.



Kennedy Jenks appreciates the opportunity to be considered for this work and looks forward to working with you. Should you have any questions or require additional information, please do not hesitate to contact me at (512) 852-3007.

Very truly yours,  
Kennedy/Jenks Consultants, Inc.



Kathy P. Fretwell, PE  
Principal/Senior Project Manager

Approved:

NORTHTOWN MUNICIPAL UTILITY DISTRICT

By: \_\_\_\_\_  
Brenda Richter, President  
Date: March 22, 2022



Client: Northtown MUD

Contract/Proposal Date: March 9, 2022

## Standard Conditions

CLIENT and KENNEDY/JENKS CONSULTANTS, INC. ("CONSULTANT") agree that the following provisions shall be a part of their agreement.

1. **TERMS OF PAYMENT.** CLIENT will be invoiced at the end of the first billing period following commencement of work and at the end of each billing period thereafter. Payment in full of an invoice must be received by CONSULTANT within thirty (30) days of the date of such invoice.
2. **STANDARD OF CARE.** CONSULTANT's services performed under this agreement will be performed in a manner consistent with the care and skill ordinarily exercised by members of the profession practicing under similar conditions at the same time and in the same or similar locality. When the findings and recommendations of CONSULTANT are based on information supplied by CLIENT and others, such findings and recommendations are correct to the best of CONSULTANT's knowledge and belief. No warranty, express or implied, is made or intended by this agreement, or by the foregoing statement of the applicable standard of care, or by providing consulting services or by furnishing oral or written reports of findings made. No entity other than CLIENT or CONSULTANT shall be construed as a beneficiary to this Agreement.
3. **INSURANCE COVERAGE.** CONSULTANT is protected by Worker's Compensation insurance as required by applicable state laws and will maintain employer's liability coverage of \$1,000,000 each accident for bodily injury, \$1,000,000 each employee and \$1,000,000 policy limit for bodily injury by disease. During the performance of this agreement CONSULTANT will maintain professional liability insurance with a limit of \$1,000,000 on a claims made, annual aggregate basis, and commercial general liability and automobile liability insurance each with a limit of not less than \$1,000,000 million on an occurrence basis.
4. **ALLOCATION OF RISK.** CLIENT and CONSULTANT have discussed the risks associated with this project and the extent to which those risks should be shared by CLIENT and by CONSULTANT, and have agreed: (a) To the fullest extent permitted by law, CLIENT agrees to limit the liability of CONSULTANT, its officers, employees, and subconsultants to CLIENT, all landowners, contractors, subcontractors, lenders, suppliers, manufacturers, third parties, and their employees such that the total aggregate liability, including all attorneys fees and costs shall not exceed \$100,000.00 or the total fees paid for CONSULTANT's services on this project, whichever is greater. (b) All damages such as loss of use, profits, anticipated profits, and the like losses are consequential damages for which CONSULTANT is not liable. (c) CLIENT shall give written notice to CONSULTANT of any claim of negligent act, error or omission within one (1) year after the completion of the work performed by CONSULTANT. Failure to give notice herein required shall constitute a waiver of said claim by CLIENT.
5. **SERVICES BY CLIENT.** CLIENT will provide access to site of work, obtain all permits, provide all legal services in connection with the project, and provide environmental impact reports and energy assessments unless specifically included in the scope of work. CLIENT shall pay the costs of checking and inspection fees, zoning application fees, soils engineering fees, testing fees, surveying fees, and all other fees, permits, bond premiums, and all other charges not specifically covered by the scope of work. CLIENT shall designate to CONSULTANT the location of all subsurface utility lines and other subsurface man-made objects (in this agreement collectively called "buried utilities") within the boundaries of the jobsite. CONSULTANT will conduct at CLIENT's expense such additional research as in CONSULTANT's professional opinion is appropriate to attempt to verify the location of buried utilities at the jobsite, but CLIENT shall remain responsible for the accurate designation of their location and, shall indemnify, defend, and hold CONSULTANT harmless from any claims or loss arising from the failure to accurately locate buried utilities.
6. **COMPLIANCE WITH LAWS.** CLIENT and CONSULTANT shall each use reasonable care in its efforts to comply with laws, codes, ordinances and regulations in force at the time of the performance by each under this agreement, insofar as such laws are applicable to a party's performance. Unless otherwise provided for in the scope of work of this agreement or by law, the responsibility for making any disclosures or reports to any third party, for notifying all governmental authorities of the discovery of hazardous materials on the jobsite, and for taking corrective, remedial, or mitigative action shall be solely that of CLIENT. It is CONSULTANT's belief that the work is not subject to California or any applicable state Prevailing Wage Law, unless expressly identified as such within the scope of work. Should it be alleged or determined that some or all of the work is subject to California's or any applicable state Prevailing Wage Law, then CLIENT shall reimburse CONSULTANT for the additional costs associated with CONSULTANT complying with those laws.
7. **USE OF DOCUMENTS.** Drawings, reports, writings and other original documents (documents) furnished by CONSULTANT are for the exclusive use of CLIENT and CONSULTANT retains all intellectual property rights including copyrights. Documents are furnished to CLIENT upon CLIENT's specific agreement that it assumes all liability resulting from the further distribution of such documents, or any portion of them, and that CLIENT will indemnify CONSULTANT and hold it harmless against any claims associated with the unauthorized use of such documents. In no event will CLIENT or any person acting on its behalf edit, abridge, or modify any document prepared by CONSULTANT without CONSULTANT's express written consent.
8. **ELECTRONIC DATA.** Documents provided by CONSULTANT in electronic formats are provided under the following conditions unless detailed otherwise in the scope of work or by a written amendment. Documents are provided in CONSULTANT's standard software formats. CLIENT recognizes that electronic data and its transmission can be easily damaged, may not be compatible with CLIENT'S software formats and systems, may develop inaccuracies during conversion or use, and may contain viruses or other destructive programs, and that software and hardware operating systems may become obsolete. As a condition of delivery of electronic data, CLIENT agrees to defend indemnify and hold CONSULTANT, its subconsultants, agents and employees harmless from and against all claims, loss, damages, expense and liability arising from or connected with its use, reuse, misuse, modification or misinterpretation. In no event shall CONSULTANT be liable for any loss of use, profit or any other damage.
9. **TERMINATION.** This agreement may be terminated by either party by written notice should the other party fail substantially to perform its obligations under this agreement and continue such default after the expiration of a seven (7) day notice period. Either party may terminate this agreement without necessity of cause upon the expiration of a thirty (30) day notice period. If this agreement is terminated by CLIENT in the absence of default by CONSULTANT, CONSULTANT shall be paid for services performed and costs incurred by it prior to its receipt of notice of termination from CLIENT, including reimbursement for direct expenses due, plus an additional amount, not to exceed ten percent (10%) of charges incurred to the termination notice date, to cover services to orderly close the work and prepare project files and documentation, plus any additional direct expenses incurred by CONSULTANT including but not limited to cancellation fees or charges. CONSULTANT will use reasonable efforts to minimize such additional charges.
10. **ASSIGNMENT: SUBCONTRACTING.** Neither CLIENT nor CONSULTANT shall assign any of its rights including a right to sue, or delegate its duties under this agreement without the written consent of the other.
11. **FORCE MAJEURE.** Any delay or default in the performance of any obligation of CONSULTANT under this agreement resulting from any cause(s) beyond CONSULTANT's reasonable control shall not be deemed a breach of this agreement. The occurrence of any such event

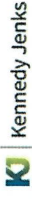


## Standard Conditions (Page 2)

shall suspend the obligations of CONSULTANT as long as performance is delayed or prevented thereby, and the fees due hereunder shall be equitably adjusted.

12. **MERGER; WAIVER; SURVIVAL.** This agreement constitutes the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations and/or agreements, written or oral. One or more waiver of any term, condition or other provision of this agreement by either party shall not be construed as a waiver of a subsequent breach of the same or any other provision. Any provision hereof which is legally deemed void or unenforceable shall not void this entire agreement and all other provisions shall survive and be enforceable.
13. **APPLICABLE LAW.** This agreement shall be interpreted and enforced according to the laws of the State of Texas. In the case of invalidity or unenforceability of any provision or portion thereof, the provision shall be rewritten and enforced to the maximum extent permitted by laws to accomplish as near as possible the intent of the original provision. Nothing herein shall be construed to provide for indemnification against damages arising from a party's gross negligence or willful misconduct.
14. **COUNTERPARTS; SIGNATURES.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that electronic (including without limitation .pdf), email or facsimile signatures of this Agreement shall have the same force and effect as original signatures. Each undersigned representative of the parties to this Agreement certifies that he or she is fully authorized to enter into the terms and conditions of this Agreement and to execute and legally bind such party to this Agreement.

**Proposal Fee Estimate**



CLIENT Name: Northtown MUD  
 PROJECT Description: EPP Waiver

Date: 3/19/22

Classification: Hourly Rate:	Eng-Sc-9 \$295		Eng-Sc-8 \$275		Eng-Sc-7 \$250		Eng-Sc-6 \$210		Eng-Sc-3 \$140		CAD \$90		Project Admin. \$120		Total Hours		Sub- Markup	KJ Labor	Sub Fees	KJ Fees	Total Labor	Total Subs	Total Expenses	Total Labor + Subs + Expenses			
	6	4	8	2	0	2	0	0	0	3	3	0	0	0	0	0									0	0	0
<b>Task 1 - Project Management</b>																											
1.1 - Project Start-Up and Quality Control	6	4		2												12								\$3,290	\$0	\$3,290	
1.2 - Monthly Invoicing and Project Administration	6	10	0	2	0	0	0	0	0	0	0	0	0	0	3	9								\$2,010	\$0	\$2,010	
<b>Phase 1 - Subtotal</b>																											
<b>Task 2 - Collect Data, Gather Quotes, Prepare OFCC</b>																											
2.1 - Review of existing system demands, usage, and pressure plains		8		10	30											48								\$8,500	\$0	\$8,500	
2.2 - Development of conceptual system needs		4		20	40	8										72								\$11,620	\$0	\$11,620	
2.3 - Development of OFCC for the conceptual system		1		4	24											29								\$4,475	\$0	\$4,475	
<b>Phase 2 - Subtotal</b>																											
<b>Task 3 - Draft &amp; Final EPP Waiver Preparation</b>																											
3.1 - Draft EPP Waiver Preparation		2		4	16											24								\$3,870	\$0	\$3,870	
3.1 - Draft EPP Waiver Preparation		2		5	10											18								\$3,120	\$0	\$3,120	
3.2 - Incorporation of Comments & Final EPP Waiver Preparation		0	4	0	9	26										42								\$6,990	\$0	\$6,990	
<b>Phase 3 - Subtotal</b>																											
<b>All Phases Total</b>	6	27	0	45	120	8	6	212	\$36,895	\$0	\$0	\$0	\$36,895	\$0	\$0	\$36,895	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$36,895



## CONTRACT ADDENDUM

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

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

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

**3. Verification Under Ch. 2271, Texas Government Code.** If required under Chapter 2271 of the Texas Government Code, as amended, 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 subsidiary, 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

## Accounting Report

March 22, 2021

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- Review Cash Activity Report, including Receipts and Expenditures.
  - ☑ Action Items:
    - Approval of director and vendor payments.
    - Approval of fund transfers.

AGENDA ITEM #12

# 2022 Northtown M.U.D.

January						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

February						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

March						
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		1	2	3	4	5
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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

April						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

May						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

June						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

July						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
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17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
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20	21	22	23	24	25	26
27	28	29	30	31		

September						
Su	M	Tu	W	Th	F	Sa
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25	26	27	28	29	30	

October						
Su	M	Tu	W	Th	F	Sa
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9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

November						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

December						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

## Notes

Jan 31	Board Meeting
Feb 22	Board Meeting
Mar 01	Bond Payment
Mar 22	Board Meeting



# Cash Activity Reports

**Northtown Municipal Utility District  
Cash Activity Report - ABC Bank Operating Account  
February 28, 2022 - March 22, 2022**

		<u>General Fund</u>
		<u>Operating Account</u>
<b>Cash Balance - February 28, 2022</b>		<b>46,728.27</b>
<b>Subsequent Activity</b>		<b>930,465.00</b>
Cash Receipts	Hitchcock Reimbursement	8,555.00
Cash Receipts	Facility Rental	125.00
Cash Receipts	Edenbrook Connection Fees	<u>921,785.00</u>
	<b>Total Subsequent Activity</b>	<u><b>930,465.00</b></u>
<b>Subtotal</b>		<b>977,193.27</b>
<b>Transfers to be approved at March 22, 2022 Meeting</b>		<b>(975,000.00)</b>
Northtown M.U.D.	Transfer to TexPool Operating Account	<u>(975,000.00)</u>
		<u>(975,000.00)</u>
<b>Projected Balance as of March 22, 2022</b>		<b>\$ 2,193.27</b>



**Northtown Municipal Utility District**  
**Cash Activity Report - ABC Bank Manager's Account**  
**January 31, 2022 - March 22, 2022**

		<b>General Fund Manager's Account</b>
<b>Cash Balance - January 31, 2022</b>		<b>\$ 727,983.61</b>
<b>Subsequent Activity</b>		<b>(438,084.39)</b>
Transfers approved at the February 22, 2022 Meeting		761,492.57
Expenditures Approved at the February 22, 2022 Meeting (Cks #10268 - 10306)		(1,164,841.08)
Payroll Expenses		(28,532.26)
City of Austin	10307	Utilities - February 2022 (2,354.18)
City of Round Rock Environmental Services	10308	Bacteriological Test - 24 PA (200.00)
Elite Systems	10309	Security System Camera (20.00)
TML Health	10310	Employee Benefits - March 2022 (2,848.72)
TXU Energy	10311	Office Electric - February 2022 (780.72)
<b>Total Subsequent Activity</b>		<b>(438,084.39)</b>
<b>Cash Balance - February 28, 2022</b>		<b>\$ 289,899.22</b>
<b>Subsequent Expenditures</b>		<b>(20,243.36)</b>
Payroll Expenses		(15,366.81)
Child Support Services Division	10312	Payroll and Payroll Taxes (121.38)
Atmos Energy	10313	Child Support Payment (130.87)
CASE	10314	Utilities - February 2022 (395.00)
Roy Lee Hill	10315	2022 District Membership Dues (100.00)
TXU Energy	10316	Pavilion Deposit Refund (705.60)
AT&T	10317	Street Lights - February 2022 (550.24)
City of Austin	10318	Telephone - February 2022 (2,371.46)
Ramona Oliver	10319	Utilities - February 2022 (210.84)
Robles, Ernest	10320	Expense Reimbursement (291.16)
<b>Total Subsequent Activity</b>		<b>(20,243.36)</b>
<b>Expenditures to be Approved at March 22, 2022 Meeting</b>		<b>(430,904.27)</b>
Amaro, Felix T	10321	Director Fees - March 22, 2022 (138.52)
Campbell, Robin	10322	Director Fees - March 22, 2022 (138.53)
Capers, Christopher B.	10323	Director Fees - March 22, 2022 (138.52)
Ranger A-TX, LP	10324	Rent - May 2022 (4,970.72)
360 Professional Services, Inc.	10325	Engineering Fees - February 2022 (14,555.40)
Alterman, Inc.	10326	Water Well Irrigation Inspection (1,035.00)
Armbrust & Brown, P.L.L.C.	10327	Legal Fees - February 2022 (8,818.31)
ATS Engineers, Inspectors & Surveyors	10328	Inspection Fees (700.00)
Bott & Douthitt, P.L.L.C.	10329	Accounting Fees - February 2022 (5,500.00)
Brenntag Southwest	10330	Chemicals (6,159.62)
City of Austin	10331	W/WW Purchases - February 2022 (143,451.95)
Crossroads Utility Services	10332	Operations - February 2022 (53,475.34)
Defensor Solutions, LLC	10333	Senate Bill 3 Compliance Services (18,000.00)
Employee Incentive Plans, Inc.	10334	401(k) Administration Fee (602.39)
Firetron, Inc.	10335	Fire Alarm Monitoring (850.00)
Holt Engineering, Inc.	10336	Geotechnical Investigation (3,783.69)
McCall Gibson Swedlund Barfoot P.L.L.C.	10337	Audit Fees 9/30/2021 (3,750.00)
Ramona Oliver	10338	Expense Reimbursement (306.57)
Roadrunner Inspection Services	10339	Inspection Fees (2,175.00)
Roy Lee Hill	10340	Reimburse Internet (40.20)
STR Constructors, LLC	10341	Office/Park Pavilion (47,898.91)
Texas Disposal Systems, Inc.	10342	Garbage Fees - February 2022 (67,492.49)
TexaScapes	10343	Monthly Landscape Maintenance (38,465.00)
Travis Central Appraisal District	10344	Appraisal Fees - 2nd Quarter FY 2021 - 2022 (6,058.11)
Travis County Sheriff's Department	10345	Security Patrol Vehicle (2,400.00)
<b>Total</b>		<b>(430,904.27)</b>
<b>Subtotal</b>		<b>(161,248.41)</b>
<b>Transfers to be approved</b>		<b>460,904.27</b>
Transfer for expenditures approved 3/22/2022	Transfer from TexPool Operating Account	430,904.27
Transfer Funds	Transfer from TexPool Operating Account	30,000.00
<b>Projected Balance as of March 22, 2022</b>		<b>\$ 299,655.86</b>

**Northtown Municipal Utility District  
Cash Activity Report - ABC Bank Customer Refund Account  
February 28, 2022 - March 22, 2022**

	<u>General Fund</u> <u>Customer Refund</u> <u>Account</u>
<b>Cash Balance - February 28, 2022</b>	<b>\$ 1,645.37</b>
<b>Expenditures to be Approved at March 22, 2022 Meeting</b>	<b>-</b>
<b>Projected Balance as of March 22, 2022</b>	<b>\$ 1,645.37</b>

**Northtown Municipal Utility District  
Cash Activity Report - ABC Bank Park Fund Account  
February 28, 2022 - March 22, 2022**

	<u>ABC Bank Park Account</u>
<b>Cash Balance - February 28, 2022</b>	<b>\$ 49,950.00</b>
<b>Projected Balance as of March 22, 2022</b>	<b>\$ 49,950.00</b>



**Northtown Municipal Utility District  
Cash/Investment Activity Report  
February 28, 2022 - March 22, 2022**

	Interest Rate	Maturity Date	Balance 2/28/2022	Subsequent Receipts	Subsequent Disbursements	Subtotal	Transfers to be 3/22/2022	Projected Balance 3/22/2022
<b>General Fund -</b>								
ABC Bank - Operating Account	0.0000%	N/A	\$ 46,728.27	\$ 930,465.00	\$ -	\$ 977,193.27	\$ (975,000.00)	\$ 2,193.27
ABC Bank - Manager's Account	0.0000%	N/A	289,899.22	-	(451,147.63)	(161,248.41)	460,904.27	299,655.86
ABC Bank - Customer Refunds	0.0000%	N/A	1,645.37	-	-	1,645.37	-	1,645.37
PNC Bank Lockbox	0.0000%	N/A	23,804.72	-	(5,000.00)	18,804.72	-	18,804.72
Logic Operating - 01	0.1677%	N/A	13,324,331.35	-	-	13,324,331.35	55,163.19	13,379,494.54
TexPool Operating	0.0768%	N/A	1,671,970.68	-	-	1,671,970.68	516,645.73	2,188,616.41
TexPool Fiscal Surety Trail Easement	0.0768%	N/A	103,661.94	-	-	103,661.94	-	103,661.94
<b>Total - General Fund</b>			<b>15,462,041.55</b>	<b>930,465.00</b>	<b>(456,147.63)</b>	<b>15,936,358.92</b>	<b>57,713.19</b>	<b>15,994,072.11</b>
<b>Park Fund -</b>								
ABC Bank - Park Account	0.0000%	N/A	49,950.00	-	-	49,950.00	-	49,950.00
Logic - Park Fund - 02	0.1677%	N/A	46,766.14	-	-	46,766.14	-	46,766.14
TexPool Park	0.0768%	N/A	4,552.54	-	-	4,552.54	-	4,552.54
<b>Total - Park Fund</b>			<b>101,268.68</b>	<b>-</b>	<b>-</b>	<b>101,268.68</b>	<b>-</b>	<b>101,268.68</b>
<b>Debt Service Fund -</b>								
Logic - Tax Account	0.1677%	N/A	111,049.58	-	-	111,049.58	(105,163.19)	5,886.39
Logic - Debt Service	0.1677%	N/A	2,638,040.96	-	-	2,638,040.96	50,000.00	2,688,040.96
TexPool - SR 2020 Cap Int	0.0768%	N/A	160,092.36	-	-	160,092.36	-	160,092.36
<b>Total - Debt Service Fund</b>			<b>2,909,182.90</b>	<b>-</b>	<b>-</b>	<b>2,909,182.90</b>	<b>(55,163.19)</b>	<b>2,854,019.71</b>
<b>Capital Project Fund -</b>								
Logic - SR 2011 CPF	0.1677%	N/A	2,480.74	-	-	2,480.74	-	2,480.74
TexPool - SR 2020 CPF	0.0768%	N/A	4,554,809.95	-	-	4,554,809.95	(2,550.00)	4,552,259.95
<b>Total - Capital Project Fund</b>			<b>4,557,290.69</b>	<b>-</b>	<b>-</b>	<b>4,557,290.69</b>	<b>(2,550.00)</b>	<b>4,554,740.69</b>
<b>Total - All Funds</b>			<b>\$ 23,029,783.82</b>	<b>\$ 930,465.00</b>	<b>\$ (456,147.63)</b>	<b>\$ 23,504,101.19</b>	<b>\$ -</b>	<b>\$ 23,504,101.19</b>

- (1) To transfer funds from TexPool Operating Account to ABC Bank Manager's Account: \$430,904.27
- (2) To transfer funds from TexPool Operating Account to ABC Bank Manager's Account: \$30,000.00
- (3) To transfer funds from Logic Tax to Logic General Operating Account: \$55,163.19
- (4) To transfer funds from Logic Tax to Logic Debt Service Account: \$50,000.00
- (5) To transfer funds from Texool SR 2020 CPF to TexPool General Operating Account: \$2,550.00
- (6) To transfer funds from ABC Bank Operating Account to TexPool General Operating Account: \$975,000.00

<b>Northtown M.U.D.</b> <b>Collateral Analysis Schedule - ABC Bank</b> <b>2/28/2022</b>
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	<u>Funds</u>	<u>Collateral</u>	<u>Over/(Under)</u> <u>Collateralized</u>
<b>ABC Bank -</b>			
Operating Account (General Fund)	\$ 46,728.27		
Manager's Account (General Fund)	936,729.03		
Customer Deposit Account (General Fund)	22,152.83		
Parks Account (Park Fund)	49,950.00		
<b>Total ABC Bank</b>	<u>1,055,560.13</u>		
FDIC Coverage		<u>250,000.00</u>	
Pledged Collateral ABC Bank (Market Value)		<u>2,068,565.35</u>	
<b>Total Collateral - ABC Bank</b>			
<b>Total Collateral/Funds ABC Bank</b>	<u>\$ 1,055,560.13</u>	<u>\$ 2,318,565.35</u>	<u>\$ 1,263,005.22</u>

# Pledges By Pledgee And Maturity



**Pledged To: NORTHTOWN MUD**

**American Bank of Commerce - Lubbock, TX**

**As Of 2/28/2022**

Receipt# Safekeeping Location	CUSIP Location	ASC 320 Maturity	Description Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged		Market Value
							Original Face	Par	
TIB: TIB	313382AX1	AFS	FHLB AGENCY 03/10/23	2.13	Aaa AA+	5,000,000.00 3.00%	150,000.00	150,000.00	152,158.47
FROS: FROST NATL BK - SAN ANT	3130AAHE1	AFS	FHLB AGENCY 12/08/23	2.50	Aaa AA+	3,000,000.00 11.67%	350,000.00	350,000.00	356,373.33
FROS: FROST NATL BK - SAN ANT	9128282A7	AFS	US TREASURY N/B 08/15/26	1.50	Aaa	5,000,000.00 25.00%	1,250,000.00	1,250,000.00	1,232,520.00
FROS: FROST NATL BK - SAN ANT	912828U24	AFS	US TREASURY N/B 11/15/26	2.00	Aaa	5,000,000.00 1.50%	75,000.00	75,000.00	75,580.05
FROS: FROST NATL BK - SAN ANT	912828U24	AFS	US TREASURY N/B 11/15/26	2.00	Aaa	5,000,000.00 5.00%	250,000.00	250,000.00	251,933.50
<b>5 Securities Pledged To: NORTH - NORTHTOWN MUD</b>							<b>2,075,000.00</b>	<b>2,075,000.00</b>	<b>2,068,565.35</b>

Although the information in this report has been obtained from sources believed to be reliable, its accuracy cannot be guaranteed.  
2/25/2022 10:45 AM - RBM / WOLF



TRAVIS COUNTY TAX OFFICE  
 OVERALL COLL/DIST REPORT  
 FROM 10/01/2021 TO 02/28/2022  
 YEAR FROM 0000 TO 2021  
 ALL OTHERS

DATE 03/01/2022 PAGE 165

TXDISTIA RECEIVABLE BALANCE 'R' REPORT

U84 -- NORTH TOWN MUD

YEAR	BEGINNING TAX BALANCE	TAX ADJ	BASE TAX COLLECTED	REVERALS	NET BASE TAX COLLECTED	PERCENT COLLECTED	TAX BALANCE ENDING	P & I COLLECTED	P & I REVERALS	LRP COLLECTED	OTHER PENALTY COLLECTED	TOTAL DISTRIBUTED
1995	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
1996	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
1997	306.58	.00	.00	.00	.00	.00	306.58	.00	.00	.00	.00	.00
1998	590.15	.00	.00	.00	.00	.00	590.15	.00	.00	.00	.00	.00
1999	634.04	.00	.00	.00	.00	.00	634.04	.00	.00	.00	.00	.00
2000	702.23	.00	.00	.00	.00	.00	702.23	.00	.00	.00	.00	.00
2001	752.13	.00	.00	.00	.00	.00	752.13	.00	.00	.00	.00	.00
2002	773.70	.00	.00	.00	.00	.00	773.70	.00	.00	.00	.00	.00
2003	959.09	.00	.00	.00	.00	.00	959.09	.00	.00	.00	.00	.00
2004	965.24	.00	.00	.00	.00	.00	965.24	.00	.00	.00	.00	.00
2005	916.16	.00	.00	.00	.00	.00	916.16	.00	.00	.00	.00	.00
2006	895.94	.00	.00	.00	.00	.00	895.94	.00	.00	.00	.00	.00
2007	968.27	.00	.00	.00	.00	.00	968.27	.00	.00	.00	.00	.00
2008	925.73	.00	.00	.00	.00	.00	925.73	.00	.00	.00	.00	.00
2009	937.74	.00	.00	.00	.00	.00	937.74	.00	.00	.00	.00	.00
2010	2308.45	.00	.00	.00	.00	.00	2308.45	.00	.00	.00	.00	.00
2011	5617.47	.00	.00	.00	.00	.00	5617.47	.00	.00	.00	.00	.00
2012	2073.36	.00	.00	.00	.00	.00	2073.36	.00	.00	.00	.00	.00
2013	2009.86	.00	.00	.00	.00	.00	2009.86	.00	.00	.00	.00	.00
2014	2169.57	.00	.00	.00	.00	.00	2169.57	.00	.00	.00	.00	.00
2015	2362.07	.00	.00	.00	.00	.00	2362.07	.00	.00	.00	.00	.00
2016	2683.57	.00	.00	.00	.00	.00	2683.57	.00	.00	.00	.00	.00
2017	5835.64	.00	1500.59	.00	1500.59	25.71	4335.05	815.33	.00	.00	.00	2315.92
2018	8665.11	.00	1519.65	.00	1519.65	17.54	7145.46	373.99	.00	.00	.00	1893.64
2019	13428.85	323.90	2026.87	323.90	1702.97	12.99	11401.98	319.94	.00	.00	.00	2022.91
2020	17613.47	1544.81	4765.38	1544.81	3220.57	20.04	12848.09	780.04	.00	.00	.00	4000.61
TOTL	75094.42	1868.71	9812.49	1868.71	7943.78	10.85	65281.93	2289.30	.00	.00	.00	10233.08
2021	5705882.78	2742.59	5621452.35	2350.36	5619101.99	98.53	84038.20	1325.80	.00	5.68	.00	5620433.47

ENTITY

TOTL	5780977.20	4611.30	5631264.84	4219.07	5627045.77	97.41	149320.13	3615.10	.00	5.68	.00	5630666.55
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Northtown M.U.D.  
Analysis of Taxes Collected FY 2021-22  
February 2022

TAX YEAR	2021			1997-2020			TOTAL		
	General Fund	Debt Service Fund	Total	General Fund	Debt Service Fund	Total	General Fund	Debt Service Fund	Total
PERCENTAGE	\$ 0.3500	\$ 0.2650	\$ 0.6150			\$ -			
	56.91%	43.09%	100.00%						
COLLECTIONS:									
OCT									
TAX ADJUSTMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
BASE TAX REV	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TAXES	20,587.89	15,587.97	36,175.86	434.17	293.69	727.86	21,022.06	15,881.66	36,903.72
PENALTY	0.00	0.00	0.00	103.27	70.69	173.96	103.27	70.69	173.96
NOV									
TAX ADJUSTMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
BASE TAX REV	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TAXES	109,001.83	82,529.96	191,531.79	3,652.51	2,642.91	6,295.42	112,654.34	85,172.87	197,827.21
PENALTY	0.94	0.71	1.65	868.82	661.44	1,530.26	869.76	662.15	1,531.91
DEC									
TAX ADJUSTMENTS	(184.65)	(139.81)	(324.46)	(808.64)	(531.87)	(1,340.51)	(993.29)	(671.68)	(1,664.97)
BASE TAX REV	(15.64)	(11.85)	(27.49)	(808.64)	(531.87)	(1,340.51)	(824.28)	(543.72)	(1,368.00)
TAXES	1,847,276.66	1,398,652.33	3,245,928.99	1,279.81	856.89	2,136.70	1,848,556.48	1,399,509.21	3,248,065.69
PENALTY	0.00	0.00	0.00	252.20	165.50	417.70	252.20	165.50	417.70
JAN									
TAX ADJUSTMENTS	(365.06)	(276.40)	(641.46)	(76.76)	(52.64)	(129.40)	(441.82)	(329.04)	(770.86)
BASE TAX REV	(329.86)	(249.75)	(579.61)	(76.76)	(52.64)	(129.40)	(406.62)	(302.39)	(709.01)
TAXES	1,169,367.19	885,378.02	2,054,745.21	347.23	230.43	577.66	1,169,714.43	885,608.44	2,055,322.87
PENALTY	2.29	1.74	4.03	83.78	55.90	139.68	86.07	57.64	143.71
FEB									
TAX ADJUSTMENTS	(1,011.11)	(765.56)	(1,776.67)	(236.31)	(162.49)	(398.80)	(1,247.42)	(928.05)	(2,175.47)
BASE TAX REV	(992.10)	(751.16)	(1,743.26)	(236.31)	(162.49)	(398.80)	(1,228.41)	(913.65)	(2,142.06)
TAXES	52,966.95	40,103.55	93,070.50	43.59	31.26	74.85	53,010.54	40,134.81	93,145.35
PENALTY	754.52	571.28	1,325.80	16.13	11.57	27.70	770.65	582.85	1,353.50
MAR									
TAX ADJUSTMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
BASE TAX REV	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TAXES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PENALTY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
APR									
TAX ADJUSTMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
BASE TAX REV	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TAXES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PENALTY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MAY									
TAX ADJUSTMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
BASE TAX REV	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TAXES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PENALTY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
JUN									
TAX ADJUSTMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
BASE TAX REV	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TAXES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PENALTY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
JUL									
TAX ADJUSTMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
BASE TAX REV	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TAXES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PENALTY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
AUG									
TAX ADJUSTMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
BASE TAX REV	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TAXES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PENALTY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SEP									
TAX ADJUSTMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
BASE TAX REV	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TAXES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PENALTY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL									
BASE TAX REV	(1,337.60)	(1,012.76)	(2,350.36)	(1,121.70)	(747.01)	(1,868.71)	(2,459.31)	(1,759.76)	(4,219.07)
TAXES	3,199,200.52	2,422,251.83	5,621,452.35	5,757.32	4,055.17	9,812.49	3,204,957.85	2,426,306.99	5,631,264.84
PENALTY	757.75	573.73	1,331.48	1,324.21	965.09	2,289.30	2,081.96	1,538.82	3,620.78
TOTAL DISTRIBUTION	3,198,620.67	2,421,812.80	5,620,433.47	5,959.83	4,273.25	10,233.08	3,204,580.50	2,426,086.05	5,630,666.55
BEGINNING									
TAXES RECEIVABLE	3,247,250.36	2,458,632.42	5,705,882.78	39,773.50	35,320.92	61,665.57	3,287,023.86	2,493,953.34	5,780,977.20
TAX ADJUSTMENTS	(1,560.82)	(1,181.77)	(2,742.59)	(1,121.70)	(747.01)	(1,544.81)	(2,682.53)	(1,928.77)	(4,611.30)
BASE TAX REV	1,337.60	1,012.76	2,350.36	1,121.70	747.01	1,544.81	2,459.31	1,759.76	4,219.07
LESS: COLLECTIONS	(3,199,200.52)	(2,422,251.83)	(5,621,452.35)	(5,757.32)	(4,055.17)	(7,785.62)	(3,204,957.85)	(2,426,306.99)	(5,631,264.84)
TAX REC @ END OF PERIOD	47,826.62	36,211.58	84,038.20	34,016.18	31,265.75	53,879.95	81,842.79	67,477.34	149,320.13
	56.91%	43.09%	100.00%						

# Financial Statements



**Northtown M.U.D.**

**Accountant's Compilation Report**

**February 28, 2022**

The District is responsible for the accompanying financial statements of the governmental activities of Northtown M.U.D., as of and for the five months ended February 28, 2022, which collectively comprise the District's basic financial statements – governmental funds in accordance with the accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

The District has omitted the management's discussion and analysis, the Statement of Net Assets, and Statement of Activities that the Governmental Accounting Standards Board required to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historic context.

In addition, the District has elected to omit substantially all of the disclosures and the statement of cash flows required by accounting principles generally accepted in the United States of America. If the omitted disclosures and the statement of cash flows and the components required by GASB 34 were included in the financial statements, they might influence the user's conclusions about the District's financial position, results of operations, and cash flows. Accordingly, these financial statements are not designed for those who are not informed about such matters.

Accounting principles generally accepted in the United States of America require that budgetary comparison information be presented to supplement the basic financial statements. Such information is presented for purposes of additional analysis and, although not a required part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting and for placing the basic financial statements in an appropriate operational, economic, or historical context. Such information is the responsibility of management. The required supplementary information was subject to our compilation engagement. We have not audited or reviewed the required supplementary information and do not express an opinion, a conclusion, nor provide any assurance on such information.

Supplementary Information

The supplementary information contained in the schedules described in the Supplementary Information Index is presented for purposes of additional analysis and is not a required part of the basic financial statements. This information is the representation of management. The information was subject to our compilation engagement; however, we have not audited or reviewed the supplementary information and, accordingly, do not express an opinion, a conclusion, nor provide any form of assurance on such supplementary information.

We are not independent with respect to Northtown M.U.D.



BOTT & DOUTHITT, P.L.L.C.

March 14, 2022  
Round Rock, TX

**Northtown Municipal Utility District  
Governmental Funds Balance Sheet  
February 28, 2022**

	Governmental Funds				Governmental Funds Total
	General Fund	Park Fund	Debt Service Fund	Capital Projects Fund	
<b>Assets</b>					
Cash and Cash Equivalents					
Cash on Deposit	\$ 362,077.58	\$ 49,950.00	\$ -	\$ -	\$ 412,027.58
Petty Cash	500.00	-	-	-	500.00
Cash Equivalents	15,099,963.97	51,318.68	2,909,182.90	4,557,290.69	22,617,756.24
Receivables					
Service Accounts, net of allowance for doubtful accounts of \$27,500.00	241,195.92	-	-	-	241,195.92
Accrued Service Revenue	418,352.00	-	-	-	418,352.00
Property Taxes	81,842.79	-	67,477.34	-	149,320.13
Prepaid Bond Expenses	-	-	-	-	-
Other	351,580.75	-	-	-	351,580.75
Interfund	57,713.19	275,692.00	-	-	333,405.19
<b>Total Assets</b>	<b>\$ 16,613,226.20</b>	<b>\$ 376,960.68</b>	<b>\$ 2,976,660.24</b>	<b>\$ 4,557,290.69</b>	<b>\$ 24,524,137.81</b>
<b>Liabilities</b>					
Accounts Payable	\$ 388,377.43	\$ -	\$ -	\$ -	\$ 388,377.43
Accrued Expenses	25,777.73	-	-	-	25,777.73
Retainage Payable	802,009.49	-	-	-	802,009.49
Payroll Taxes Payable	1,218.59	-	-	-	1,218.59
TCEQ Assessment	2,089.40	-	-	-	2,089.40
Customer Meter Deposits	670,188.20	-	-	-	670,188.20
Builder Deposits	17,800.00	-	-	-	17,800.00
Other Deposits	57,753.65	-	-	-	57,753.65
Unclaimed Property	16,317.03	-	-	-	16,317.03
Fiscal Surety Village Park Improvements	103,661.94	-	-	-	103,661.94
Interfund	275,692.00	-	55,163.19	2,550.00	333,405.19
<b>Total Liabilities</b>	<b>2,360,885.46</b>	<b>-</b>	<b>55,163.19</b>	<b>2,550.00</b>	<b>2,418,598.65</b>
<b>Deferred Inflows of Resources</b>					
Deferred Revenue - Property Taxes	81,842.79	-	67,477.34	-	149,320.13
<b>Total Deferred Inflows of Resources</b>	<b>81,842.79</b>	<b>-</b>	<b>67,477.34</b>	<b>-</b>	<b>149,320.13</b>
<b>Fund Balance</b>					
Fund Balances:					
Restricted for					
Debt Service	-	-	2,854,019.71	-	2,854,019.71
Capital Projects	-	-	-	4,554,740.69	4,554,740.69
Unassigned	14,170,497.95	376,960.68	-	-	14,547,458.63
<b>Total Fund Balances</b>	<b>14,170,497.95</b>	<b>376,960.68</b>	<b>2,854,019.71</b>	<b>4,554,740.69</b>	<b>21,956,219.03</b>
<b>Total Liabilities, Deferred Inflows of Resources and Fund Balances</b>	<b>\$ 16,613,226.20</b>	<b>\$ 376,960.68</b>	<b>\$ 2,976,660.24</b>	<b>\$ 4,557,290.69</b>	<b>\$ 24,524,137.81</b>

See Accountants' Report.



**Northtown Municipal Utility District  
Statement of Revenues,  
Expenditures & Changes in Fund Balance-Governmental Funds  
October 1, 2021 - February 28, 2022**

	Governmental Funds				Governmental Funds Total
	General Fund	Park Fund	Debt Service Fund	Capital Projects Fund	
<b>Revenues:</b>					
Property Taxes, including penalties	\$ 3,204,580.50	\$ -	\$ 2,426,086.05	\$ -	\$ 5,630,666.55
Service Accounts, including penalties	1,684,106.50	-	-	-	1,684,106.50
Park Facility Rental	275.00	-	-	-	275.00
Other Income	8,101.00	-	-	-	8,101.00
Interest Income	3,500.24	13.59	828.37	888.42	5,230.62
<b>Total Revenues</b>	<b>4,900,563.24</b>	<b>13.59</b>	<b>2,426,914.42</b>	<b>888.42</b>	<b>7,328,379.67</b>
<b>Expenditures:</b>					
Current-					
WATER					
Bulk Water Purchase	351,690.18	-	-	-	351,690.18
TCEQ Fees	7,658.25	-	-	-	7,658.25
Water System Maintenance	46,371.49	-	-	-	46,371.49
Meter Purchases	1,743.56	-	-	-	1,743.56
Water Tap Inspections	9,370.00	-	-	-	9,370.00
WASTEWATER					
Bulk Wastewater Purchases	514,424.08	-	-	-	514,424.08
Wastewater System Maintenance	11,266.47	-	-	-	11,266.47
Lift Station Maintenance	56,859.62	-	-	-	56,859.62
Chemicals	25,385.80	-	-	-	25,385.80
ADMINISTRATIVE					
Director Fees	3,750.00	-	-	-	3,750.00
Payroll Taxes	13,394.29	-	-	-	13,394.29
Legal Fees - General	36,873.45	-	-	-	36,873.45
Legal Fees - Covenants	9,395.06	-	-	-	9,395.06
Management Services	153,772.75	-	-	-	153,772.75
Accounting Fees	28,500.00	-	-	-	28,500.00
Financial Advisor Fees	1,314.63	-	1,245.37	-	2,560.00
Audit Fees	16,750.00	-	-	-	16,750.00
Engineering Fees - General	8,670.00	-	-	-	8,670.00
Engineering Fees - Special	19,371.75	-	-	-	19,371.75
Professional Fees	18,357.13	-	-	-	18,357.13
Tax Collector/Appraisal Fees	10,538.25	-	7,978.98	-	18,517.23
Insurance	510.00	-	-	-	510.00
Credit Card Fees	35,500.98	-	-	-	35,500.98
Bank Service Charges	3,338.08	-	-	-	3,338.08
Conference/Training	520.00	-	-	-	520.00
PARKS					
Park Landscape Maintenance	194,025.00	-	-	-	194,025.00
Landscape Contingency	118,920.20	-	-	-	118,920.20
Park Facility Maintenance	10,870.65	-	-	-	10,870.65
Security	42,030.00	-	-	-	42,030.00
Well Repairs	2,070.00	-	-	-	2,070.00
Irrigation Repairs	505.84	-	-	-	505.84
Park Utilities	2,879.90	-	-	-	2,879.90
Pond Maintenance	4,990.00	-	-	-	4,990.00
Fence Repairs	2,100.00	-	-	-	2,100.00
OTHER					
Nightwatchman Lights	6,925.34	-	-	-	6,925.34
Garbage Collection	337,263.24	-	-	-	337,263.24
Office Staff Expenses	130,482.64	-	-	-	130,482.64
Office Expenses	32,822.57	-	-	-	32,822.57
Telephone	1,115.12	-	-	-	1,115.12
Miscellaneous	395.19	-	-	-	395.19
Debt Service -					
Bond Interest Expense	-	-	350,537.50	-	350,537.50
Arbitrage Consultant Fees	-	-	1,500.00	-	1,500.00
Paying Agent Fees	-	-	1,200.00	-	1,200.00
Capital Outlay	1,781,408.04	-	-	662,941.05	2,444,349.09
<b>Total Expenditures</b>	<b>4,054,129.55</b>	<b>-</b>	<b>362,461.85</b>	<b>662,941.05</b>	<b>5,079,532.45</b>
<b>Excess/(Deficiency) of Revenues over Expenditures</b>	<b>846,433.69</b>	<b>13.59</b>	<b>2,064,452.57</b>	<b>(662,052.63)</b>	<b>2,248,847.22</b>
<b>Fund Balance, October 1, 2021</b>	<b>13,324,064.26</b>	<b>376,947.09</b>	<b>789,567.14</b>	<b>5,216,793.32</b>	<b>19,707,371.81</b>
<b>Fund Balance, February 28, 2022</b>	<b>\$ 14,170,497.95</b>	<b>\$ 376,960.68</b>	<b>\$ 2,854,019.71</b>	<b>\$ 4,554,740.69</b>	<b>\$ 21,956,219.03</b>

See Accountants' Report.



## **Supplementary Information Index**

### **General Fund**

- Budgetary Comparison Schedule
- Projection of Revenues & Expenditures
- A/P Aging Summary
- Other Deposits Summary
- Write Off Summary
- Payroll Summary – Directors
- Payroll Summary - Security

## General Fund

**Northtown Municipal Utility District  
Budget Comparison Schedule  
February 28, 2022**

	Current Month			Year-to-Date		
	Actual	Budget	Variance	Actual	Budget	Variance
<b>Revenues:</b>						
<b>OPERATING</b>						
Water Service Fees	\$ 95,768	\$ 104,338	\$ (8,570)	\$ 596,052	\$ 561,973	\$ 34,079
Water Tap Fees	-	-	-	-	-	-
Wastewater Service Fees	107,119	107,941	(822)	578,252	539,705	38,547
Wastewater Tap Fees	-	-	-	-	-	-
Basic Services	98,151	93,813	4,338	478,107	469,065	9,042
Application Fees	1,332	-	1,332	6,110	-	6,110
Service Penalties	4,800	-	4,800	25,585	-	25,585
Water and W/W Inspections	-	-	-	-	-	-
<b>Total Operating</b>	<b>307,171</b>	<b>306,092</b>	<b>1,079</b>	<b>1,684,107</b>	<b>1,570,743</b>	<b>113,364</b>
<b>OTHER OPERATING</b>						
Property Tax	51,782	100,000	(48,218)	3,202,602	3,176,614	25,988
Property Tax Penalty	771	-	771	1,979	-	1,979
<b>Total Other Operating</b>	<b>52,553</b>	<b>100,000</b>	<b>(47,447)</b>	<b>3,204,581</b>	<b>3,176,614</b>	<b>27,966</b>
<b>NON-OPERATING</b>						
Miscellaneous Revenue	25	2,500	(2,475)	8,376	12,500	(4,124)
Investment Interest	1,108	750	358	3,500	3,750	(250)
<b>Total Non-Operating</b>	<b>1,133</b>	<b>3,250</b>	<b>(2,117)</b>	<b>11,876</b>	<b>16,250</b>	<b>(4,374)</b>
<b>Total Operating Revenues</b>	<b>360,857</b>	<b>409,342</b>	<b>(48,485)</b>	<b>4,900,563</b>	<b>4,763,607</b>	<b>136,956</b>
<b>OTHER</b>						
Park Fees	-	-	-	-	-	-
Park Interest Revenue	4	25	(21)	14	125	(111)
<b>Total Other</b>	<b>4</b>	<b>25</b>	<b>(21)</b>	<b>14</b>	<b>125</b>	<b>(111)</b>
<b>Total Revenues</b>	<b>360,861</b>	<b>409,367</b>	<b>(48,506)</b>	<b>4,900,577</b>	<b>4,763,732</b>	<b>136,845</b>
<b>Expenditures:</b>						
<b>OFFICE</b>						
Office Rent	4,971	4,993	22	24,680	24,965	285
Employee Benefits	4,770	5,980	1,210	24,760	29,900	5,140
Mileage Reimbursement	227	300	73	1,132	1,500	368
Office Utilities	841	2,500	1,659	4,740	12,500	7,760
Wages	20,164	24,381	4,217	104,590	121,902	17,312
Office Expenses	1,710	1,250	(460)	3,402	6,250	2,848
<b>Total Office Expenditures</b>	<b>32,683</b>	<b>39,404</b>	<b>6,721</b>	<b>163,305</b>	<b>197,017</b>	<b>33,712</b>



**Northtown Municipal Utility District  
Budget Comparison Schedule  
February 28, 2022**

	Current Month			Year-to-Date		
	Actual	Budget	Variance	Actual	Budget	Variance
<b>WATER</b>						
Bulk Water Purchases (Var)	59,454	107,738	48,284	351,690	580,288	228,598
Bulk Water Purchases (Fixed)	-	-	-	-	-	-
TCEQ System Fee	-	-	-	7,658	10,000	2,342
Water System Maintenance	5,942	6,250	308	46,371	31,250	(15,121)
Water Meters	-	-	-	1,744	1,744	0
<b>Total Water</b>	<b>67,571</b>	<b>113,988</b>	<b>46,417</b>	<b>416,833</b>	<b>623,282</b>	<b>206,449</b>
<b>WASTEWATER</b>						
Bulk W/W Purchases	84,466	117,510	33,044	514,424	587,550	73,126
W/W System Maintenance	750	33,333	32,583	11,266	166,665	155,399
Lift Station Maintenance	19,367	10,000	(9,367)	56,860	50,000	(6,860)
Chemicals	6,160	6,250	90	25,386	31,250	5,864
<b>Total Wastewater</b>	<b>110,742</b>	<b>167,093</b>	<b>56,351</b>	<b>607,936</b>	<b>835,465</b>	<b>227,529</b>
<b>ADMINISTRATIVE</b>						
Director Fees	750	1,250	500	3,750	6,550	2,800
Payroll Taxes	2,531	2,876	345	13,394	14,380	986
Legal Fees-General	7,010	7,667	657	36,873	38,335	1,462
Legal Fees-Special	-	-	-	-	-	-
Legal Fees-Covenants	1,808	3,250	1,442	9,395	16,250	6,855
Management Services	30,767	31,992	1,226	153,773	159,958	6,185
Bookkeeping Services	5,500	5,600	100	28,500	28,750	250
Financial Advisor Services	-	-	-	1,315	1,500	185
Audit Fees	3,750	-	(3,750)	16,750	16,500	(250)
Engineering Fees	1,734	1,817	83	8,670	9,085	415
Engineering Fees-Special	4,284	5,000	716	19,372	25,000	5,628
Professional Fees	18,000	4,333	(13,667)	18,357	21,665	3,308
Tax Assess/Collector Fees	3,448	-	(3,448)	10,538	6,500	(4,038)
Permits/MemberDues/Lic.	-	-	-	-	500	500
Insurance	-	-	-	510	-	(510)
Credit Card Fees	7,736	7,000	(736)	35,501	35,000	(501)
Conference/Training	395	-	(395)	520	-	(520)
<b>Total Administrative</b>	<b>87,712</b>	<b>70,785</b>	<b>(16,927)</b>	<b>357,218</b>	<b>379,973</b>	<b>22,755</b>

**Northtown Municipal Utility District  
Budget Comparison Schedule  
February 28, 2022**

	Current Month			Year-to-Date		
	Actual	Budget	Variance	Actual	Budget	Variance
<b>PARKS</b>						
Landscape-Parks	38,465	40,010	1,545	194,025	200,052	6,027
Landscape-Contingency	-	11,333	11,333	118,920	56,665	(62,255)
Park Maintenance	749	7,035	6,286	10,871	35,175	24,304
Well Maintenance	1,035	4,167	3,132	2,070	20,835	18,765
Park Utilities	896	1,500	604	2,880	7,500	4,620
Security	7,820	11,550	3,730	42,030	57,750	15,720
Irrigation Repairs	-	2,629	2,629	506	13,145	12,639
Pond Restoration	-	5,000	5,000	4,990	25,000	20,010
Trail Maintenance	-	-	-	-	-	-
Fence Repair	-	-	-	2,100	-	(2,100)
<b>Total Parks</b>	<b>48,965</b>	<b>83,224</b>	<b>34,259</b>	<b>378,392</b>	<b>416,122</b>	<b>37,730</b>
<b>OTHER</b>						
Meeting Expenses	-	12	12	-	60	60
Nightwatchman	1,385	1,500	115	6,925	7,500	575
Miscellaneous	877	593	(284)	3,733	2,965	(768)
Garbage Collection	67,492	67,230	(262)	337,263	336,150	(1,113)
Public Notices	-	-	-	-	-	-
Newsletter/Mail Outs	-	208	208	-	1,040	1,040
Signage	-	-	-	-	-	-
Telephone	223	350	127	1,115	1,750	635
<b>Total Other</b>	<b>69,977</b>	<b>69,893</b>	<b>(84)</b>	<b>349,037</b>	<b>349,465</b>	<b>428</b>
<b>Total Expenditures</b>	<b>417,650</b>	<b>544,387</b>	<b>126,737</b>	<b>2,272,722</b>	<b>2,801,324</b>	<b>528,602</b>
<b>Operating Excess/(Deficiency)</b>	<b>(56,793)</b>	<b>(135,045)</b>	<b>78,252</b>	<b>2,627,842</b>	<b>1,962,283</b>	<b>665,558</b>
<b>CAPITAL OUTLAY</b>						
Settlers Meadow Park/Admin Bldg (50	30,950	30,951	1	898,286	898,286	0
Wildflower Park Pavillion (70%)	30,579	30,579	(0)	883,122	883,121	(1)
Trail Conversion	-	-	-	-	-	-
<b>Total Capital Outlay</b>	<b>61,530</b>	<b>61,530</b>	<b>0</b>	<b>1,781,408</b>	<b>1,781,407</b>	<b>(1)</b>
<b>Total Expenses &amp; Park CIP</b>	<b>479,180</b>	<b>605,917</b>	<b>126,738</b>	<b>4,054,130</b>	<b>4,582,731</b>	<b>528,602</b>
<b>Total Excess/(Deficiency)</b>	<b>\$ (118,319)</b>	<b>\$ (196,550)</b>	<b>\$ 78,232</b>	<b>\$ 846,447</b>	<b>\$ 181,001</b>	<b>\$ 665,446</b>

**Northtown Municipal Utility District  
Actual/Budget Analysis - General Fund/Park Fund  
Fiscal Year 2021-2022**

FY 2022 Budget	Actual Oct-21	Actual Nov-21	Actual Dec-21	Actual Jan-22	Actual Feb-22	Budget Mar-22	Budget Apr-22	Budget May-22	Budget Jun-22	Budget Jul-22	Budget Aug-22	Budget Sep-22	FY-2022 Actual + Budget	Variance
	\$ 158,675	\$ 125,570	\$ 121,052	\$ 94,986	\$ 95,748	\$ 105,681	\$ 104,338	\$ 125,822	\$ 128,507	\$ 135,220	\$ 136,543	\$ 136,572	\$ 1,468,755	\$ 34,079
Water Service Fees	0	0	0	0	0	0	0	0	0	0	0	0	0	-
Water Tap Fees	1,295,294	1,117,171	1,214,922	1,076,696	1,071,119	1,079,941	1,079,941	1,079,941	1,079,941	1,079,941	1,079,941	1,079,943	1,333,841	38,547
Wastewater Service Fees	0	0	0	0	0	0	0	0	0	0	0	0	0	-
Wastewater Tap Fees	1,125,756	94,084	95,289	95,338	98,151	93,813	93,813	93,813	93,813	93,813	93,813	93,813	1,134,798	9,042
Basic Services	0	1,257	1,440	1,151	930	1,332	0	0	0	0	0	0	6,110	6,110
Application Fees	40,000	6,542	7,975	6,217	50	4,800	0	6,667	6,667	6,667	6,667	6,665	65,585	25,585
Service Penalties	7,200	0	0	0	0	0	0	0	0	0	0	7,200	7,200	-
Water and W/W Inspections	3,902,926	385,331	347,446	345,250	298,909	307,171	307,635	312,759	336,928	343,641	344,984	352,193	4,016,290	113,364
Total Operating														
	3,186,614	21,125	112,654	1,847,732	1,169,308	51,782	10,000	-	-	-	-	-	3,212,602	25,988
Property Tax	0	-	870	252	86	771	-	-	-	-	-	-	1,979	1,979
Property Tax Penalty	3,186,614	21,125	113,524	1,847,984	1,169,394	52,553	10,000	-	-	-	-	-	3,214,581	27,966
Total Other Operating														
	30,000	1,500	2,150	1,900	2,801	25	2,500	2,500	2,500	2,500	2,500	2,500	25,876	(4,124)
Miscellaneous Revenue	9,000	420	421	717	834	1,108	750	750	750	750	750	750	8,750	(250)
Investment Interest	39,000	1,920	2,571	2,617	3,635	1,133	3,250	3,250	3,250	3,250	3,250	3,250	34,626	(4,374)
Total Non-Operating														
	7,128,540	408,377	463,541	2,195,851	1,471,937	360,857	320,685	337,493	340,178	346,891	348,234	355,443	7,265,496	136,956
Total Operating Revenues														
	0	-	-	-	-	-	-	-	-	-	-	-	-	-
OTHER														
Park Fees	300	1	1	3	4	4	25	25	25	25	25	25	189	(111)
Park Interest Revenue	300	1	1	3	4	4	25	25	25	25	25	25	189	(111)
Total Other														
	7,128,840	408,378	463,543	2,195,854	1,471,941	360,861	320,710	337,518	340,203	346,916	348,259	355,468	7,265,685	136,845
Total Revenues														
	60,365	4,913	4,913	4,913	4,971	4,993	4,993	4,993	4,993	4,993	5,142	5,143	60,080	285
Office Rent	71,760	6,212	4,100	4,848	4,830	4,770	5,980	5,980	5,980	5,980	5,980	5,980	66,620	5,140
Employee Benefits	3,600	245	238	215	207	227	300	300	300	300	300	300	3,232	368
Mileage Reimb.	30,000	985	971	1,010	932	841	2,500	2,500	2,500	2,500	2,500	2,500	22,240	7,760
Office Utilities	292,549	20,424	21,392	22,274	20,337	20,164	24,381	24,381	24,381	24,381	24,381	24,381	275,257	17,312
Wages	15,000	976	242	475	-	1,710	1,250	1,250	1,250	1,250	1,250	1,250	12,152	2,848
Office Expenses	473,294	33,755	31,856	33,735	31,276	32,683	39,404	39,404	39,404	39,553	39,554	39,554	439,582	33,712
Total Water														



**Northtown Municipal Utility District  
Actual/Budget Analysis - General Fund/Park Fund  
Fiscal Year 2021-2022**

	FY 2022 Budget	Actual Oct-21	Actual Nov-21	Actual Dec-21	Actual Jan-22	Actual Feb-22	Budget Mar-22	Budget Apr-22	Budget May-22	Budget Jun-22	Budget Jul-22	Budget Aug-22	Budget Sep-22	FY-2022 Actual + Budget	Variance
<b>WATER</b>															
Bulk Water Purchases (Var)	1,481,433	74,025	75,676	73,688	68,848	59,454	109,125	107,738	129,923	132,495	139,627	141,014	141,023	1,252,835	228,598
Bulk Water Purchases (Fixed)	0	-	-	-	-	-	-	-	-	-	-	-	-	-	-
ICEQ System Fee	10,000	-	7,558	100	-	-	-	-	-	-	-	-	-	7,658	2,342
Water System Maintenance	75,000	783	14,832	15,132	9,682	5,942	6,250	6,250	6,250	6,250	6,250	6,250	6,250	90,121	(15,121)
Water Tap Inspection	0	1,220	200	975	4,800	2,175	-	-	-	-	-	-	-	9,370	(9,370)
Water Meters	25,000	-	-	1,744	-	-	-	-	-	-	-	-	23,256	25,000	0
<b>Total Water</b>	<b>1,591,433</b>	<b>76,028</b>	<b>98,266</b>	<b>91,639</b>	<b>83,331</b>	<b>67,571</b>	<b>115,375</b>	<b>113,988</b>	<b>136,173</b>	<b>138,945</b>	<b>145,877</b>	<b>147,264</b>	<b>170,529</b>	<b>1,384,984</b>	<b>206,449</b>
<b>WASTEWATER</b>															
Bulk W/W Purchases	1,410,125	110,507	110,142	109,173	100,136	84,466	117,510	117,510	117,510	117,510	117,510	117,510	117,510	1,336,999	73,126
W/W System Maintenance	400,000	260	200	200	9,857	750	33,333	33,333	33,333	33,333	33,333	33,333	33,337	244,601	155,399
W/W Tap Inspections	0	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Lift Station Maintenance	180,000	5,733	7,456	12,491	11,813	19,367	40,000	10,000	10,000	10,000	10,000	10,000	40,000	186,860	(6,860)
Chemicals	75,000	7,555	-	11,671	-	6,160	6,250	6,250	6,250	6,250	6,250	6,250	6,250	69,136	5,864
<b>Total Wastewater</b>	<b>2,065,125</b>	<b>124,055</b>	<b>117,798</b>	<b>133,535</b>	<b>121,806</b>	<b>110,742</b>	<b>197,093</b>	<b>167,093</b>	<b>167,093</b>	<b>167,093</b>	<b>167,093</b>	<b>167,093</b>	<b>197,102</b>	<b>1,837,596</b>	<b>227,529</b>
<b>ADMINISTRATIVE</b>															
Director Fees	20,000	450	450	750	1,350	750	1,400	1,250	1,700	2,250	2,700	2,000	2,150	17,200	2,800
Payroll Taxes	34,514	2,297	2,650	3,118	2,799	2,531	2,876	2,876	2,876	2,876	2,876	2,876	2,878	33,528	986
Legal Fees-General	92,000	5,569	8,973	6,325	8,995	7,010	7,667	7,667	7,667	7,667	7,667	7,667	7,663	90,538	1,462
Legal Fees-Covenants	39,000	1,865	2,724	761	2,238	1,808	3,250	3,250	3,250	3,250	3,250	3,250	3,250	32,145	6,855
Management Services	383,902	30,752	30,739	30,776	30,740	30,767	31,992	31,992	31,992	31,992	31,992	31,992	31,992	377,717	6,185
Bookkeeping Services	67,950	5,500	5,500	5,500	6,500	5,500	5,600	5,600	5,600	5,600	5,600	5,600	5,600	67,700	250
Financial Advisor Services	1,500	1,315	-	-	-	-	-	-	-	-	-	-	-	1,315	185
Audit Fees	16,500	-	-	-	13,000	3,750	-	-	-	-	-	-	-	16,750	(250)
Engineering Fees	21,800	1,734	1,734	1,734	1,734	1,734	1,817	1,817	1,817	1,817	1,817	1,817	1,813	21,385	415
Engineering Fees-Special	60,000	4,018	1,020	2,998	7,052	4,284	5,000	5,000	5,000	5,000	5,000	5,000	5,000	54,372	5,628
Professional Fees	52,000	28	-	-	329	18,000	4,333	4,333	4,333	4,333	4,333	4,333	4,337	48,692	3,308
Tax Assess/Collector Fees	20,000	-	7,091	-	-	3,448	4,500	-	4,500	-	-	-	4,500	24,038	(4,038)
Permits/MemberDues/Lic.	1,000	-	-	-	-	-	-	500	-	-	-	-	-	500	500
Insurance	40,000	995	-	-	(485)	-	-	-	-	-	-	-	40,000	40,510	(510)
Credit Card Fees	84,000	7,463	7,937	7,345	5,000	7,736	7,000	7,000	7,000	7,000	7,000	7,000	7,000	84,501	(501)
Conference/Training	6,000	125	-	-	-	395	-	-	6,000	-	-	-	-	6,520	(520)
<b>Total Administrative</b>	<b>940,166</b>	<b>62,110</b>	<b>68,817</b>	<b>59,327</b>	<b>79,252</b>	<b>87,712</b>	<b>75,435</b>	<b>71,285</b>	<b>71,235</b>	<b>82,285</b>	<b>72,235</b>	<b>71,535</b>	<b>116,183</b>	<b>917,411</b>	<b>22,755</b>

**Northtown Municipal Utility District  
Actual/Budget Analysis - General Fund/Park Fund  
Fiscal Year 2021-2022**

	FY 2022 Budget	Actual Oct-21	Actual Nov-21	Actual Dec-21	Actual Jan-22	Actual Feb-22	Budget Mar-22	Budget Apr-22	Budget May-22	Budget Jun-22	Budget Jul-22	Budget Aug-22	Budget Sep-22	FY-2022 Actual + Budget	Variance
<b>PARKS</b>															
Landscape-Parks	480,124	40,165	38,465	38,465	38,465	38,465	40,010	40,010	40,010	40,010	40,010	40,010	40,010	474,097	6,027
Landscape-Contingency	136,000	19,260	74,917	12,903	11,840	-	11,333	11,333	11,333	11,333	11,333	11,333	11,337	198,255	(62,255)
Park Maintenance	84,425	6,855	664	2,183	420	749	7,035	7,035	7,035	7,035	7,035	7,035	7,040	40,121	24,304
Well Maintenance	50,000	-	-	1,035	-	1,035	4,167	4,167	4,167	4,167	4,167	4,167	4,163	31,235	18,765
Park Utilities	18,000	524	478	414	568	896	1,500	1,500	1,500	1,500	1,500	1,500	1,500	13,380	4,620
Security	138,600	8,105	8,185	9,220	8,700	7,820	11,550	11,550	11,550	11,550	11,550	11,550	11,550	122,880	15,720
Irrigation Repairs	31,550	295	140	71	-	-	2,629	2,629	2,629	2,629	2,629	2,629	2,631	18,911	12,639
Pond Restoration	60,000	-	-	-	4,990	-	5,000	5,000	5,000	5,000	5,000	5,000	5,000	39,990	20,010
Trail Maintenance	3,000	-	-	-	-	-	-	-	-	-	-	-	-	3,000	-
Fence Repair	15,000	-	-	2,100	-	-	-	-	-	-	-	-	-	17,100	(2,100)
<b>Total Parks</b>	<b>1,036,699</b>	<b>75,204</b>	<b>122,849</b>	<b>66,391</b>	<b>64,983</b>	<b>48,945</b>	<b>83,224</b>	<b>83,224</b>	<b>83,224</b>	<b>83,224</b>	<b>83,224</b>	<b>83,224</b>	<b>121,231</b>	<b>998,969</b>	<b>37,730</b>
<b>OTHER</b>															
Meeting Expenses	150	-	-	-	-	-	12	12	12	12	14	14	14	90	60
Nightwatchman	18,000	1,385	1,385	1,384	1,385	1,385	1,500	1,500	1,500	1,500	1,500	1,500	1,500	17,425	575
Miscellaneous	7,121	567	732	530	1,028	877	593	593	593	593	593	593	598	7,889	(768)
Garbage Collection	806,760	67,417	67,438	67,458	67,458	67,492	67,230	67,230	67,230	67,230	67,230	67,230	67,230	807,873	(1,113)
Public Notices	4,000	-	-	-	-	-	-	-	-	-	-	-	-	4,000	-
Newsletter/Mail Outs	2,500	-	-	-	-	-	208	208	208	208	208	208	212	1,460	1,040
Signage	2,000	-	-	-	-	-	-	-	-	-	-	-	-	2,000	-
Event Supplies	3,000	-	-	-	-	-	-	-	-	-	-	-	-	3,000	-
Telephone	4,200	221	224	224	222	223	350	350	350	350	350	350	350	3,565	635
<b>Total Other</b>	<b>847,731</b>	<b>69,590</b>	<b>69,779</b>	<b>69,597</b>	<b>70,093</b>	<b>69,977</b>	<b>69,893</b>	<b>69,893</b>	<b>69,893</b>	<b>69,893</b>	<b>69,895</b>	<b>69,895</b>	<b>78,904</b>	<b>847,303</b>	<b>428</b>
<b>Total Expenditures</b>	<b>6,954,448</b>	<b>440,742</b>	<b>509,365</b>	<b>454,223</b>	<b>450,741</b>	<b>417,650</b>	<b>580,424</b>	<b>544,887</b>	<b>567,022</b>	<b>580,844</b>	<b>577,877</b>	<b>578,565</b>	<b>723,503</b>	<b>6,425,846</b>	<b>528,602</b>
<b>Operating Excess/(Deficiency)</b>	<b>174,392</b>	<b>(32,365)</b>	<b>(45,824)</b>	<b>1,741,628</b>	<b>1,021,197</b>	<b>(56,793)</b>	<b>(259,739)</b>	<b>(228,878)</b>	<b>(229,529)</b>	<b>(240,666)</b>	<b>(230,986)</b>	<b>(230,331)</b>	<b>(368,040)</b>	<b>839,839</b>	<b>665,447</b>
<b>CAPITAL OUTLAY</b>															
Design & Planning (SM & Wildflowe)	140,000	-	-	-	-	-	-	-	-	-	-	-	140,000	140,000	-
Settlers Meadow Park/Admin Bldg	3,971,878	186,375	235,870	17,463	427,627	30,950	-	-	-	-	-	-	3,073,592	3,971,878	0
Wildflower Park Pavilion (70%)	883,122	179,474	232,882	14,624	425,562	30,579	-	-	-	-	-	-	1	883,123	(1)
Tree Program	60,000	-	-	-	-	-	-	-	-	-	-	-	60,000	60,000	-
Trail Conversion	60,000	-	-	-	-	-	-	-	-	-	-	-	60,000	60,000	-
<b>Total Capital Outlay</b>	<b>5,115,000</b>	<b>365,849</b>	<b>468,752</b>	<b>32,088</b>	<b>853,189</b>	<b>61,530</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>3,333,593</b>	<b>5,115,001</b>	<b>(1)</b>
<b>Total Expenses &amp; Park CIP</b>	<b>12,069,448</b>	<b>806,591</b>	<b>978,117</b>	<b>486,311</b>	<b>1,303,930</b>	<b>479,180</b>	<b>560,424</b>	<b>544,887</b>	<b>567,022</b>	<b>580,844</b>	<b>577,877</b>	<b>578,565</b>	<b>4,057,096</b>	<b>11,540,846</b>	<b>528,602</b>
<b>Net Revenues/(Deficit)</b>	<b>(4,940,608)</b>	<b>(398,213)</b>	<b>(514,575)</b>	<b>1,709,543</b>	<b>168,011</b>	<b>(118,319)</b>	<b>(259,714)</b>	<b>(228,853)</b>	<b>(229,504)</b>	<b>(240,641)</b>	<b>(230,986)</b>	<b>(230,306)</b>	<b>(3,701,628)</b>	<b>(4,275,162)</b>	<b>665,446</b>

Northtown M.U.D.  
A/P Aging Summary  
As of February 28, 2022

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
360 Professional Services, Inc.	14,555.40	0.00	0.00	0.00	0.00	14,555.40
Alterman, Inc.	1,035.00	0.00	0.00	0.00	0.00	1,035.00
Armbrust & Brown, P.L.L.C.	8,818.31	0.00	0.00	0.00	0.00	8,818.31
AT&T	550.24	0.00	0.00	0.00	0.00	550.24
Atmos Energy	130.87	0.00	0.00	0.00	0.00	130.87
ATS Engineers, Inspectors & Surveyors	700.00	0.00	0.00	0.00	0.00	700.00
Bott & Douthitt, P.L.L.C.	5,500.00	0.00	0.00	0.00	0.00	5,500.00
Brenntag Southwest	6,159.62	0.00	0.00	0.00	0.00	6,159.62
CASE	395.00	0.00	0.00	0.00	0.00	395.00
City of Austin	145,823.41	0.00	0.00	0.00	0.00	145,823.41
Crossroads Utility Services	53,475.34	0.00	0.00	0.00	0.00	53,475.34
Defensor Solutions, LLC	18,000.00	0.00	0.00	0.00	0.00	18,000.00
Employee Incentive Plans, Inc.	602.39	0.00	0.00	0.00	0.00	602.39
Firetron, Inc.	0.00	850.00	0.00	0.00	0.00	850.00
Holt Engineering, Inc.	3,783.69	0.00	0.00	0.00	0.00	3,783.69
McCall Gibson Swedlund Barfoot P.L.L.C.	3,750.00	0.00	0.00	0.00	0.00	3,750.00
Ramona Oliver	306.57	0.00	0.00	0.00	0.00	306.57
Roadrunner Inspection Services	2,175.00	0.00	0.00	0.00	0.00	2,175.00
Roy Lee Hill	140.20	0.00	0.00	0.00	0.00	140.20
STR Constructors, LLC	47,898.91	0.00	0.00	0.00	0.00	47,898.91
Texas Disposal Systems, Inc.	67,492.49	0.00	0.00	0.00	0.00	67,492.49
TML Health	0.00	(2,848.72)	0.00	0.00	0.00	(2,848.72)
Travis Central Appraisal District	6,058.11	0.00	0.00	0.00	0.00	6,058.11
Travis County Sheriff's Department	2,320.00	0.00	0.00	0.00	0.00	2,320.00
TXU Energy	705.60	0.00	0.00	0.00	0.00	705.60
<b>TOTAL</b>	<b>390,376.15</b>	<b>(1,998.72)</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>388,377.43</b>

See Accountants' Report.



**Northtown Municipal Utility District**  
**OTHER DEPOSITS SUMMARY**  
**February 28, 2022**

Description	Amount
VILLAGE AT NORTHTOWN	\$ 9,955.16
RIVERSIDE RESOURCES	1,980.00
PISD REVIEW	749.10
FAUST DRAINAGE ON HOWARD LN.	760.00
LAKES AT TECH RIDGE	1,757.50
HARRIS RIDGE CONDOS	2,287.00
DESSAU RETAIL DEPOSIT	2,875.06
TECH RIDGE APARTMENT PROJECT	3,383.66
VILLAS AT TECH RIDGE	3,408.80
EDENBROOK RIDGE	2,608.10
HEATHERWILDE RETAIL CENTER	750.90
HPI REAL ESTATE PLAN REVIEW	1,300.00
DESSAU FOUNTAIN ESTATES	3,881.00
THE LAKES BLVD - ST. CROIX	1,352.50
PACT VENTURES - LAKES/GAS	1,862.60
KB HOMES - VILLAGES AT NORTHTOWN	313.70
VILLAGES AT NORTHTOWN - YENTAI	765.60
DESSAU RETAIL - ACR	1,170.30
VILLAGES - MULTI-FAMILY WB PKWY	1,719.70
VILLAGE AT NT - KIOSK	10,000.00
HEATHERWILDE MULTI FAMILY	403.37
VILLAGES - AVALONBAY MF	4,469.60
Total Other Deposits	<u>\$ 57,753.65</u>

See Accountants' Report.

**Northtown Municipal Utility District**  
**VILLAGE AT NORTHTOWN / TX PROTAX DEPOSITS**  
**February 28, 2022**

DATE	VENDOR / INVOICE #	DESCRIPTION	AMOUNT
		INITIAL DEPOSIT	\$ 1,000.00
10/31/19	360 Professional Services, Inc. - #2288	VILLAGE AT NTWN	(249.90)
10/31/19	Armbrust & Brown, PLLC - #158546	VILLAGE AT NTWN	(1,731.50)
11/30/19	Armbrust & Brown, PLLC - #159482	VILLAGE AT NTWN	(412.00)
12/31/19	Armbrust & Brown, PLLC - #160252	VILLAGE AT NTWN	(2,203.48)
01/31/20	360 Professional Services, Inc. - #2381	VILLAGE AT NTWN	(6,171.21)
01/31/20	Armbrust & Brown, PLLC - #161287	VILLAGE AT NTWN	(329.00)
02/29/20	Invoice #1281		16,010.02
02/29/20	360 Professional Services, Inc. - #2411	VILLAGE AT NTWN	(765.00)
02/29/20	Armbrust & Brown, PLLC - #161983	VILLAGE AT NTWN	(141.00)
03/31/20	360 Professional Services, Inc. - #2439	VILLAGE AT NTWN	(1,020.00)
03/31/20	Armbrust & Brown, PLLC - #162525	VILLAGE AT NTWN	(1,038.50)
04/30/20	360 Professional Services, Inc. - #2461	VILLAGE AT NTWN	(255.00)
04/30/20	Armbrust & Brown, PLLC - #163383	VILLAGE AT NTWN	(1,849.50)
05/31/20	360 Professional Services, Inc. - #2478	VILLAGE AT NTWN	(1,020.00)
05/31/20	Armbrust & Brown, PLLC - #164168	VILLAGE AT NTWN	(70.00)
06/30/20	Armbrust & Brown, PLLC - #164763	VILLAGE AT NTWN	(446.50)
07/31/20	Armbrust & Brown, PLLC - #165344	VILLAGE AT NTWN	(493.50)
07/31/20	360 Professional Services, Inc. - #2523	VILLAGE AT NTWN	(2,677.19)
09/30/20	Armbrust & Brown, PLLC - #166375	VILLAGE AT NTWN	(70.50)
10/31/20	360 Professional Services, Inc. - #2606	VILLAGE AT NTWN	(510.00)
11/30/20	360 Professional Services, Inc. - #2632	VILLAGE AT NTWN	(1,079.63)
11/30/20	Armbrust & Brown, PLLC - #168699	VILLAGE AT NTWN	(752.00)
12/31/20	Armbrust & Brown, PLLC - #169305	VILLAGE AT NTWN	(1,527.50)
01/31/21	Armbrust & Brown, PLLC - #170375	VILLAGE AT NTWN	(600.00)
02/28/21	360 Professional Services, Inc. - #2696	VILLAGE AT NTWN	(260.10)
02/28/21	Armbrust & Brown, PLLC - #170765	VILLAGE AT NTWN	(500.00)
03/31/21	Armbrust & Brown, PLLC - #171742	VILLAGE AT NTWN	(1,975.00)
04/30/21	360 Professional Services, Inc. - #2747	VILLAGE AT NTWN	(260.10)
05/31/21	Armbrust & Brown, PLLC - #172662	VILLAGE AT NTWN	(755.58)
05/31/21	Invoice #1304	VILLAGE AT NTWN	17,050.92
05/31/21	360 Professional Services, Inc. - #2772	VILLAGE AT NTWN	(260.10)
06/30/21	Armbrust & Brown, PLLC - #172662	VILLAGE AT NTWN	(781.96)
07/31/21	Armbrust & Brown, PLLC - #174856	VILLAGE AT NTWN	(600.00)
08/31/21	Armbrust & Brown, PLLC - #175723	VILLAGE AT NTWN	(725.00)
09/30/21	360 Professional Services, Inc. - #2883	VILLAGE AT NTWN	(260.10)
09/30/21	Armbrust & Brown, PLLC - #176465	VILLAGE AT NTWN	(50.00)
10/31/21	Armbrust & Brown, PLLC - #177441	VILLAGE AT NTWN	(625.00)
11/30/21	Armbrust & Brown, PLLC - #178434	VILLAGE AT NTWN	(100.00)
01/31/22	Armbrust & Brown, PLLC - #179739	VILLAGE AT NTWN	(627.00)
		Escrow Balance	<u>\$ 9,955.16</u>

**Northtown Municipal Utility District  
Riverside Resources Deposit  
February 28, 2022**

DATE	VENDOR/INVOICE #	DESCRIPTION	AMOUNT
12/16/05		ADDITIONAL DEPOSIT REC'D	2,500.00
03/06/08	SAM JONES / 2230	02/08 RIVERSIDE RESOURCES	(80.00)
10/31/09	JONES-HEROY / 3091	10/09 RIVERSIDE RESOURCES	(160.00)
11/30/09	JONES-HEROY / 3126	11/09 RIVERSIDE RESOURCES	(280.00)
		TOTAL DEPOSIT	<u>\$ 1,980.00</u>

See Accountants' Report.



**Northtown Municipal Utility District  
PISD REVIEW DEPOSIT  
February 28, 2022**

DATE	VENDOR / INVOICE #	DESCRIPTION	AMOUNT
04/19/06		INITIAL DEPOSIT	\$ 2,500.00
04/18/06	SAM JONES / 1213	04/06 BROOKFIELD ELEM SCHOOL	(703.75)
05/31/06	SAM JONES / 1292	05/06 BROOKFIELD ELEM SCHOOL	(560.00)
06/01/06	SAM JONES / 1344	06/06 BROOKFIELD ELEM SCHOOL	(80.00)
08/07/06	SAM JONES / 1432	08/06 BROOKFIELD ELEM SCHOOL	(120.00)
09/26/07	PAYMENT / CHECK # 22565 - BAIRD/WILLIAMS CONSTRUCTION		1,463.75
11/09/07	ARMBRUST & BROWN / 66755	10/07 INDUSTRIAL WASTE	(199.00)
01/09/08	ARMBRUST & BROWN / 68201	12/07 INDUSTRIAL WASTE	(68.00)
08/05/11	PAYMENT		2,767.00
09/30/11	Kimley-Horn & Associates, Inc./68534011-0911	Pflugerville ISD	(460.00)
02/29/12	Kimley-Horn & Associates, Inc./68534016-0212	Pflugerville ISD	(430.00)
06/30/12	360 Professional Services / 90	Pflugerville ISD	(418.20)
07/31/12	360 Professional Services / 105	Pflugerville ISD	(418.20)
09/30/12	360 Professional Services / 143	Pflugerville ISD	(1,254.60)
05/31/19	360 Professional Services / 2143	Pflugerville ISD	(499.80)
07/31/19	360 Professional Services / 2206	Pflugerville ISD	(249.90)
04/30/21	360 Professional Services / 2745	Pflugerville ISD	(260.10)
05/31/21	360 Professional Services / 2770	Pflugerville ISD	(260.10)
TOTAL DEPOSIT			<u>\$ 749.10</u>

See Accountants' Report.

**Northtown Municipal Utility District  
LAKES AT TECH RIDGE  
February 28, 2022**

DATE	VENDOR / INVOICE #	DESCRIPTION	AMOUNT
11/21/06		INITIAL DEPOSIT	\$ 2,500.00
10/31/09	ARMBRUST & BROWN / 82169	10/09 SPEC PROJ-LAKE AT TECH RIDGE	(82.50)
11/30/09	ARMBRUST & BROWN / 82627	11/09 SPEC PROJ-LAKE AT TECH RIDGE	(660.00)
		TOTAL DEPOSIT	<u>\$ 1,757.50</u>

See Accountants' Report.

**Northtown Municipal Utility District  
 FAUST DRAINAGE ON HOWARD LN DEPOSITS  
 February 28, 2022**

DATE	VENDOR / INVOICE #	DESCRIPTION	AMOUNT
03/14/08		INITIAL DEPOSIT	\$ 1,000.00
03/06/08	SAM JONES / 2202	02/08 B FAUST DRAINAGE EASEMENT	(240.00)
		TOTAL DEPOSIT	<u>\$ 760.00</u>

See Accountants' Report.



**Northtown Municipal Utility District  
Harris Ridge Condos Deposit  
February 28, 2022**

DATE	VENDOR / INVOICE #	DESCRIPTION	AMOUNT
12/10/08	MB HARRIS RIDGE - DEPOSIT		2,500.00
10/31/09	ARMBRUST / 82052	HARRIS RIDGE COMMERCIAL	(71.00)
12/31/09	ARMBRUST / 83347	HARRIS RIDGE COMMERCIAL	(142.00)
		TOTAL DEPOSIT	<u>\$ 2,287.00</u>

**Northtown Municipal Utility District  
Dessau Retail Deposit  
February 28, 2022**

DATE	VENDOR / INVOICE #	DESCRIPTION	AMOUNT
03/05/09	DEPOSIT		2,500.00
04/30/09	DEPOSIT - INDUSTRIAL WASTE PERMIT		1,500.00
04/30/09	SAM JONES / 2846	DESSAU RETAIL	(480.00)
08/31/09	CITY OF AUSTIN	INDUSTRIAL WASTE PERMIT	(64.94)
10/31/09	JONES - HERDY / 3095	DESSAU RETAIL	(100.00)
11/30/09	JONES - HERDY / 3129	DESSAU RETAIL	(480.00)
		TOTAL DEPOSIT	<u>\$ 2,875.06</u>

**Northtown Municipal Utility District  
Tech Ridge Multifamily  
February 28, 2022**

DATE	VENDOR / INVOICE #	DESCRIPTION	AMOUNT
03/04/11	Deposit	Escrow	5,000.00
09/30/11	Kimley-Horn & Associates / 68534011-0911	9/11 Engineering Fees - Tech Ridge Apartments	(460.00)
10/31/11	Kimley-Horn & Associates / 68534011-1011	10/11 Engineering Fees - Tech Ridge Apartments	(230.00)
10/31/11	Bank Fees associated with international check		(225.00)
11/30/11	ARMBRUST & BROWN / 98978	11/11 Legal Fees - Tech Ridge Apartments	(1,029.50)
11/30/11	Kimley-Horn & Associates / 68534011-1111	11/11 Engineering Fees - Tech Ridge Apartments	(460.00)
12/31/11	ARMBRUST & BROWN / 99596	12/11 Legal Fees - Tech Ridge Apartments	(2,201.00)
12/31/11	Kimley-Horn & Associates / 68534011-1211	12/11 Engineering Fees - Tech Ridge Apartments	(690.00)
01/31/12	ARMBRUST & BROWN / 100048	01/12 Legal Fees - Tech Ridge Apartments	(1,228.50)
02/29/12	ARMBRUST & BROWN / 100618	02/12 Legal Fees - Tech Ridge Apartments	(895.50)
02/29/12	Invoiced #1082 - Paid		5,295.50
03/31/12	ARMBRUST & BROWN / 101078	03/12 Legal Fees - Tech Ridge Apartments	(842.00)
03/31/12	ARMBRUST & BROWN / 101195	03/12 Legal Fees - Tech Ridge Apartments	(759.57)
04/30/12	360 Professional Services / 58	4/12 Engineering Fees - Tech Ridge Apartments	(418.20)
04/30/12	Armbrust & Brown, P.L.L.C. / 101562	4/12 Legal Fees - Tech Ridge Apartments	(205.25)
04/30/12	Armbrust & Brown, P.L.L.C. / 101570	4/12 Legal Fees - Tech Ridge Apartments	(1,015.00)
05/31/12	Invoiced #1096		5,364.02
05/31/12	Armbrust & Brown, P.L.L.C. / 102125	5/12 Legal Fees - Tech Ridge Apartments	(840.00)
05/31/12	Armbrust & Brown, P.L.L.C. / 102118	5/12 Legal Fees - Tech Ridge Apartments	(287.00)
05/31/12	360 Professional Services / 74	5/12 Engineering Fees - Tech Ridge Apartments	(638.50)
06/30/12	Armbrust & Brown, P.L.L.C. / 102709	6/12 Legal Fees - Tech Ridge Apartments	(287.00)
06/30/12	Armbrust & Brown, P.L.L.C. / 102716	6/12 Legal Fees - Tech Ridge Apartments	(52.50)
07/31/12	360 Professional Services / 106	7/12 Engineering Fees - Tech Ridge Apartments	(836.40)
07/31/12	Armbrust & Brown, P.L.L.C. / 103169	7/12 Legal Fees - Tech Ridge Apartments	(1,055.00)
07/31/12	Armbrust & Brown, P.L.L.C. / 103161	7/12 Legal Fees - Tech Ridge Apartments	(300.73)
08/31/12	Armbrust & Brown, P.L.L.C. / 103602	8/12 Legal Fees - Tech Ridge Apartments	(233.54)
08/31/12	Armbrust & Brown, P.L.L.C. / 103729	8/12 Legal Fees - Tech Ridge Apartments	(1,937.50)
08/31/12	Invoiced #1103		6,468.17
09/30/12	360 Professional Services / 142	9/12 Engineering Fees - Tech Ridge Apartments	(209.10)
09/30/12	360 Professional Services / 144	9/12 Engineering Fees - Tech Ridge Apartments	(209.10)
09/30/12	Armbrust & Brown, P.L.L.C. / 104097	9/12 Legal Fees - Tech Ridge Apartments	(300.00)
09/30/12	Armbrust & Brown, P.L.L.C. / 104228	9/12 Legal Fees - Tech Ridge Apartments	(562.50)
09/30/12	Armbrust & Brown, P.L.L.C. / 104231	9/12 Legal Fees - Tech Ridge Apartments	(717.50)
10/31/12	360 Professional Services / 164	10/12 Engineering Fees - Tech Ridge Apartments	(836.40)
10/31/12	Armbrust & Brown, P.L.L.C. / 104722	10/12 Legal Fees - Tech Ridge Apartments	(1,564.12)
10/31/12	Armbrust & Brown, P.L.L.C. / 104724	10/12 Legal Fees - Tech Ridge Apartments	(1,925.00)
11/19/12	Invoiced #1108		6,323.72
11/30/12	360 Professional Services / 188	11/12 Engineering Fees - Tech Ridge Apartments	(836.40)
11/30/12	Armbrust & Brown, P.L.L.C. / 105303	11/12 Legal Fees - Tech Ridge Apartments	(1,924.28)
11/30/12	Armbrust & Brown, P.L.L.C. / 105304	11/12 Legal Fees - Tech Ridge Apartments	(63.39)
12/31/12	360 Professional Services / 208	12/12 Engineering Fees - Tech Ridge Apartments	(836.40)
12/31/12	Armbrust & Brown, P.L.L.C. / 105795	12/12 Legal Fees - Tech Ridge Apartments	(1,312.50)
01/31/13	360 Professional Services / 232	1/13 Engineering Fees - Tech Ridge Apartments	(140.00)
01/31/13	Armbrust & Brown, P.L.L.C. / 106344	1/13 Legal Fees - Tech Ridge Apartments	(219.30)
02/18/13	Invoiced #1120		5,332.27
02/28/13	360 Professional Services / 257	2/13 Engineering Fees - Tech Ridge Apartments	(438.60)
02/28/13	Armbrust & Brown, P.L.L.C. / 106865	2/13 Legal Fees - Tech Ridge Apartments	(122.50)
03/31/13	360 Professional Services / 281	3/13 Engineering Fees - Tech Ridge Apartments	(438.60)
03/31/13	360 Professional Services / 282	3/13 Engineering Fees - Tech Ridge Apartments	(877.20)
03/31/13	Armbrust & Brown, P.L.L.C. / 107423	3/13 Legal Fees - Tech Ridge Apartments	(700.00)
04/30/13	360 Professional Services / 297	4/13 Engineering Fees - Tech Ridge Apartments	(657.90)
04/30/13	Armbrust & Brown, P.L.L.C. / 108033	4/13 Legal Fees - Tech Ridge Apartments	(70.00)
05/31/13	Armbrust & Brown, P.L.L.C. / 108696	5/13 Legal Fees - Tech Ridge Apartments	(122.50)
07/31/13	Armbrust & Brown, P.L.L.C. / 109827	7/13 Legal Fees - Tech Ridge Apartments	(290.50)
02/28/14	360 Professional Services / 487	2/14 Engineering Fees - Tech Ridge Apts/The Oaks	(448.80)
06/30/14	360 Professional Services / 605	6/14 Engineering Fees - Tech Ridge Apts/The Oaks	(897.60)
07/31/14	Invoiced #1159		5,064.20
09/30/14	360 Professional Services / 695	9/14 Engineering Fees - Tech Ridge Apts/The Oaks	(239.34)
03/31/12	360 Professional Services / 824	Engineering Fees - Tech Ridge Apts/The Oaks	(459.00)
04/30/15	360 Professional Services / 848	Engineering Fees - Tech Ridge Apts/The Oaks	(459.00)
08/31/15	360 Professional Services / 958	Engineering Fees - Tech Ridge Apts/The Oaks	(459.00)
		TOTAL DEPOSIT	<u>\$ 3,383.66</u>



**Northtown Municipal Utility District  
Villas at Tech Ridge  
February 28, 2022**

<u>DATE</u>	<u>VENDOR / INVOICE #</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
05/30/13	Deposit		5,000.00
05/31/13	360 Professional Services / 314	5/13 Engineering Fees - Villas at Tech Ridge	(219.30)
02/28/14	360 Professional Services / 489	2/14 Engineering Fees - Villas at Tech Ridge	(897.60)
06/30/16	360 Professional Services / 1208	6/16 Engineering Fees - Villas at Tech Ridge	(234.60)
05/31/17	360 Professional Services / 1539	5/17 Engineering Fees - Villas at Tech Ridge	(239.70)
		TOTAL DEPOSIT	<u>\$ 3,408.80</u>

**Northtown Municipal Utility District  
Edenbrook Ridge  
February 28, 2022**

<u>DATE</u>	<u>VENDOR / INVOICE #</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
07/21/14	Invoiced #1158		5,000.00
07/31/14	360 Professional Services #639	Edenbrook Ridge	(673.20)
01/31/15	360 Professional Services #777	Edenbrook Ridge	(2,334.98)
03/31/15	360 Professional Services #822	Edenbrook Ridge	(1,219.20)
11/15/18	Invoice #1256		4,227.38
12/31/18	360 Professional Services #2010	Edenbrook Ridge	(489.60)
02/28/19	360 Professional Services #2058	Edenbrook Ridge	(834.47)
08/31/19	360 Professional Services #2232	Edenbrook Ridge	(499.80)
10/31/19	360 Professional Services #2287	Edenbrook Ridge	(331.17)
11/30/19	360 Professional Services #2317	Edenbrook Ridge	(999.60)
05/08/20	Invoice #1286		3,154.64
05/31/20	360 Professional Services #2476	Edenbrook Ridge	(510.00)
07/31/20	360 Professional Services #2520	Edenbrook Ridge	(1,166.18)
10/31/20	360 Professional Services #2605	Edenbrook Ridge	(1,275.00)
12/31/20	360 Professional Services #2653	Edenbrook Ridge	(765.00)
01/31/21	360 Professional Services #2675	Edenbrook Ridge	(540.52)
03/31/21	360 Professional Services #2720	Edenbrook Ridge	(1,820.70)
04/30/21	360 Professional Services #2744	Edenbrook Ridge	(260.10)
05/03/21	Invoice #1305	Edenbrook Ridge	6,077.40
09/30/21	360 Professional Services #2882	Edenbrook Ridge	(520.20)
10/31/21	360 Professional Services #2920	Edenbrook Ridge	(260.10)
02/28/22	360 Professional Services #3040	Edenbrook Ridge	(1,351.50)
TOTAL DEPOSIT			<u>\$ 2,608.10</u>

**Northtown Municipal Utility District  
Heatherwilde Retail Center  
February 28, 2022**

<u>DATE</u>	<u>VENDOR / INVOICE #</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
12/30/14	Invoiced #1170		2,500.00
12/31/14	360 Professional Services #755	Heatherwilde Retail Center	(224.40)
01/31/15	360 Professional Services #778	Heatherwilde Retail Center	(459.00)
03/31/15	360 Professional Services #801	Heatherwilde Retail Center	(918.00)
03/31/15	360 Professional Services #823	Heatherwilde Retail Center	(688.50)
03/31/15	Invoiced #1178	Heatherwilde Retail Center	1,601.40
06/30/16	360 Professional Services #823	Heatherwilde Retail Center	(469.20)
08/31/16	360 Professional Services #1264	Heatherwilde Retail Center	(234.60)
09/30/16	Received payment	Heatherwilde Retail Center	2,500.00
09/30/16	360 Professional Services #1295	Heatherwilde Retail Center	(703.80)
09/30/16	Armbrust & Brown #132421	Heatherwilde Retail Center	(793.00)
10/31/16	360 Professional Services #1319	Heatherwilde Retail Center	(703.80)
10/31/17	360 Professional Services #1669	Heatherwilde Retail Center	(239.70)
03/31/18	360 Professional Services #1780	Heatherwilde Retail Center	(244.80)
08/31/17	Cash Receipts		1,500.00
08/31/17	360 Professional Services	2800 Heatherwilde	(239.70)
08/31/17	Armbrust & Brown, PLLC	2800 Heatherwilde	(154.50)
04/30/18	360 Professional Services #1806	Heatherwilde Retail Center	(1,224.00)
08/31/18	360 Professional Services #1914	Heatherwilde Retail Center	(489.60)
02/28/19	360 Professional Services #2059	Heatherwilde Retail Center	(249.90)
03/31/19	Cash Receipts		2,935.10
04/30/19	360 Professional Services #2105	Heatherwilde Retail Center	(1,249.50)
05/31/19	360 Professional Services #2140	Heatherwilde Retail Center	(999.60)
		Total Invoice	<u>\$ 750.90</u>



**Northtown Municipal Utility District  
HPI Real Estate  
February 28, 2022**

<u>DATE</u>	<u>VENDOR / INVOICE #</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
06/13/16	Invoiced #1197		2,500.00
06/30/16	360 Professional Services #1206	HPI Real Estate Plan Review	<u>(1,200.00)</u>
		TOTAL DEPOSIT	<u>\$ 1,300.00</u>

**Northtown Municipal Utility District  
Dessau Fountain Estates  
February 28, 2022**

<u>DATE</u>	<u>VENDOR / INVOICE #</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
07/05/16	Invoiced #1199		5,000.00
07/31/16	Armbrust & Brown/131190	Dessau Fountain Estates	(694.00)
08/31/16	Armbrust & Brown/131844	Dessau Fountain Estates	(425.00)
		TOTAL DEPOSIT	<u>\$ 3,881.00</u>

**Northtown Municipal Utility District  
The Lakes Blvd - St. Croix  
February 28, 2022**

<u>DATE</u>	<u>VENDOR / INVOICE #</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
01/19/17	Invoiced		2,500.00
01/31/17	Armbrust & Brown/134800	The Lakes Blvd. - St. Croix	(467.50)
02/28/17	Armbrust & Brown/135446	The Lakes Blvd. - St. Croix	(510.00)
03/31/17	Armbrust & Brown/136079	The Lakes Blvd. - St. Croix	(170.00)
		TOTAL DEPOSIT	<u>\$ 1,352.50</u>



**Northtown Municipal Utility District  
Pact Ventures - Lake/Ntown Blvd.  
February 28, 2022**

<u>DATE</u>	<u>VENDOR / INVOICE #</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
04/20/17	Cash Receipts		2,500.00
04/30/17	360 Professional Services/#1510	Pact Ventures - Lake/Ntown Blvd.	(479.40)
05/31/17	Armbrust & Brown/137505	Pact Ventures - Lake/Ntown Blvd.	(70.00)
04/20/18	Cash Receipts		2,500.00
05/31/19	360 Professional Services/#2142	Pact Ventures - Lake/Ntown Blvd.	(499.80)
01/31/20	360 Professional Services/#2380	Pact Ventures - Lake/Ntown Blvd.	(1,068.20)
03/31/20	360 Professional Services/#2438	Pact Ventures - Lake/Ntown Blvd.	(510.00)
07/31/20	360 Professional Services/#2521	Pact Ventures - Lake/Ntown Blvd.	(510.00)
		TOTAL DEPOSIT	<u>\$ 1,862.60</u>

**Northtown Municipal Utility District  
KB Homes - Villages at Northtown  
February 28, 2022**

DATE	VENDOR / INVOICE #	DESCRIPTION	AMOUNT
07/31/17	Cash Receipts		5,000.00
08/31/17	360 Professional Services	KB Homes - Villages at NT	(239.70)
12/31/17	360 Professional Services	KB Homes - Villages at NT	(318.58)
01/31/18	360 Professional Services	KB Homes - Villages at NT	(734.40)
02/28/18	360 Professional Services	KB Homes - Villages at NT	(244.80)
06/30/18	360 Professional Services	KB Homes - Villages at NT	(848.69)
07/31/18	360 Professional Services	KB Homes - Villages at NT	(1,591.20)
08/31/18	360 Professional Services	KB Homes - Villages at NT	(1,468.80)
09/30/18	Invoiced #1253		5,446.17
10/31/18	360 Professional Services - 1964	KB Homes - Villages at NT	(979.20)
10/31/18	Armbrust & Brown, PLLC-149369	KB Homes - Villages at NT	(291.00)
11/30/18	360 Professional Services - 1990	KB Homes - Villages at NT	(244.80)
12/31/18	Armbrust & Brown, PLLC-150320	KB Homes - Villages at NT	(141.83)
12/31/18	360 Professional Services - 2011	KB Homes - Villages at NT	(489.60)
12/31/18	Armbrust & Brown, PLLC-151063	KB Homes - Villages at NT	(274.50)
02/28/19	360 Professional Services - 2060	KB Homes - Villages at NT	(999.60)
03/31/19	Armbrust & Brown, PLLC-153310	KB Homes - Villages at NT	(49.50)
04/30/19	360 Professional Services - 2106	KB Homes - Villages at NT	(749.70)
05/31/19	360 Professional Services - 2141	KB Homes - Villages at NT	(999.60)
07/31/19	360 Professional Services - 2205	KB Homes - Villages at NT	(2,499.00)
07/31/19	Armbrust & Brown, PLLC-156409	KB Homes - Villages at NT	(142.50)
08/31/19	360 Professional Services - 2233	KB Homes - Villages at NT	(1,999.20)
08/31/19	Armbrust & Brown, PLLC-157171	KB Homes - Villages at NT	(66.00)
08/31/19	Invoice #1274		7,426.03
09/30/19	360 Professional Services - 2262	KB Homes - Villages at NT	(499.80)
11/30/19	Armbrust & Brown, PLLC-159481	KB Homes - Villages at NT	(683.00)
01/31/20	Armbrust & Brown, PLLC-161286	KB Homes - Villages at NT	(94.00)
10/14/21	Invoice #1312		3,776.80
10/31/21	360 Professional Services - 2921	KB Homes - Villages at NT	(780.30)
10/31/21	Armbrust & Brown, PLLC-177440	KB Homes - Villages at NT	(725.00)
11/30/21	360 Professional Services - 2945	KB Homes - Villages at NT	(780.30)
11/30/21	Armbrust & Brown, PLLC-178433	KB Homes - Villages at NT	(1,600.00)
12/31/21	360 Professional Services - 2970	KB Homes - Villages at NT	(260.10)
02/28/22	360 Professional Services - 3041	KB Homes - Villages at NT	(540.60)
TOTAL DEPOSIT			<u>\$ 313.70</u>

**Northtown Municipal Utility District  
Villages at Northtown - Yentai  
February 28, 2022**

<u>DATE</u>	<u>VENDOR / INVOICE #</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
05/29/18	Cash Receipts		1,500.00
05/31/18	360 Professional Services	Villages at NT - Yentai	(489.60)
06/30/18	360 Professional Services	Villages at NT - Yentai	(244.80)
		TOTAL DEPOSIT	<u>\$ 765.60</u>



**Northtown Municipal Utility District  
Dessau Retail - ACR  
February 28, 2022**

<u>DATE</u>	<u>VENDOR / INVOICE #</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
10/23/18	Invoice #1255		2,500.00
10/31/18	360 Professional Services - 1963	Dessau Retail - ACR	(489.60)
02/28/19	360 Professional Services - 2056	Dessau Retail - ACR	(840.10)
		TOTAL DEPOSIT	<u>\$ 1,170.30</u>

**Northtown Municipal Utility District  
Villages - Multi-Family WB Pkwy.  
February 28, 2022**

DATE	VENDOR / INVOICE #	DESCRIPTION	AMOUNT
02/28/19	Check #138329		5,000.00
04/30/19	360 Professional Services - 2108		(499.80)
05/31/19	360 Professional Services - 2145		(749.70)
06/30/19	360 Professional Services - 2177		(499.80)
07/31/19	360 Professional Services - 2177		(2,855.56)
08/31/19	360 Professional Services - 2234		(1,249.50)
08/31/19	Invoice #1273		5,854.36
11/30/19	360 Professional Services - 2318		(818.77)
12/31/19	360 Professional Services - 2346		(1,249.50)
01/31/20	360 Professional Services - 2382		(2,618.59)
01/31/20	Armbrust & Brown - 161289		(1,281.50)
02/29/20	Invoice #1282		3,468.36
02/29/20	360 Professional Services - 2412		(355.38)
02/29/20	Armbrust & Brown - 161985		(235.00)
03/31/20	360 Professional Services - 2440		(2,040.00)
03/31/20	Armbrust & Brown - 162527		(564.00)
05/08/20	Invoice #1285		3,194.38
05/31/20	Armbrust & Brown - 164169		(47.00)
06/30/20	360 Professional Services - 2498		(1,430.71)
06/30/20	Armbrust & Brown - 164764		(70.50)
07/31/20	Armbrust & Brown - 165345		(376.00)
07/31/20	360 Professional Services - 2524		(1,076.17)
09/30/20	Armbrust & Brown - 166376		(2,491.00)
09/30/20	360 Professional Services - 2577		(2,116.49)
10/31/20	Armbrust & Brown - 166376		(1,386.50)
10/31/20	360 Professional Services - 2577		(714.36)
11/30/20	360 Professional Services - 2633		(765.00)
11/30/20	Invoice #1295		9,708.73
11/30/20	Armbrust & Brown - 168700		(760.98)
12/31/20	360 Professional Services - 2654		(448.80)
12/31/20	Armbrust & Brown - 169306		(67.33)
01/31/21	360 Professional Services - 2676		(1,300.50)
01/31/21	Armbrust & Brown - 170376		(375.00)
02/28/21	360 Professional Services - 2697		(520.20)
03/31/21	360 Professional Services - 2722		(780.30)
05/03/21	Invoice #1306		5,018.11
06/30/21	360 Professional Services - 2797		(260.10)
08/31/21	360 Professional Services - 2857		(260.10)
10/31/21	360 Professional Services - 2922		(260.10)
TOTAL DEPOSIT			<u>\$ 1,719.70</u>

**Northtown Municipal Utility District  
Village at Northtown - Kiosk  
February 28, 2022**

<u>DATE</u>	<u>VENDOR / INVOICE #</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
12/12/19	Deposit		10,000.00
		TOTAL DEPOSIT	<u>\$ 10,000.00</u>



**Northtown Municipal Utility District  
Heatherwilde Multi-Family  
February 28, 2022**

DATE	VENDOR / INVOICE #	DESCRIPTION	AMOUNT
04/23/21	Deposit		3,500.00
05/31/21	360 Professional Services - 2773	Heatherwilde MF	(2,698.83)
06/30/21	360 Professional Services - 2795	Heatherwilde MF	(397.80)
		TOTAL DEPOSIT	<u>\$ 403.37</u>

**Northtown Municipal Utility District  
Villages - AvalonBay MF  
February 28, 2022**

DATE	VENDOR / INVOICE #	DESCRIPTION	AMOUNT
12/20/21	Deposit		5,000.00
12/31/21	360 Professional Services - 2971	Villages - AvalonBay MF	(260.10)
02/28/22	360 Professional Services - 3043	Villages - AvalonBay MF	(270.30)
		TOTAL DEPOSIT	<u>\$ 4,469.60</u>

**Northtown M.U.D.  
Write Off Summary  
2/28/2022**

	<u>Write Offs</u>	<u>Collections</u>
FYE 9/2010	13,834.45	473.84
FYE 9/2011	13,463.25	81.44
FYE 9/2012	11,700.83	336.33
FYE 9/2013	13,647.71	412.86
FYE 9/2014	12,852.94	961.95
FYE 9/2015	16,873.05	1,676.53
FYE 9/2016	9,253.23	913.40
FYE 9/2017	9,161.23	38.91
10/31/2017	980.97	-
11/30/2017	-	89.77
12/31/2017	2,867.56	10.50
1/31/2018	2,851.81	36.83
2/28/2018	410.69	10.50
3/31/2018	327.24	253.40
4/30/2018	564.03	171.48
5/31/2018	233.93	134.35
6/30/2018	1,165.20	82.73
7/31/2018	1,006.20	183.40
8/31/2018	630.08	10.50
9/30/2018	939.65	10.50
10/31/2018	1,519.24	-
11/30/2018	1,126.33	66.18
12/31/2018	1,485.30	28.93
1/31/2019	739.81	101.42
2/28/2019	462.99	92.54
3/31/2019	1,233.07	-
4/30/2019	91.48	-
5/31/2019	-	138.08
6/30/2019	-	-
7/31/2019	61.20	-
8/31/2019	353.47	65.37
9/30/2019	970.21	214.04
10/31/2019	276.53	-
11/30/2019	684.32	-
12/31/2019	1,400.21	104.02
1/31/2020	165.18	-
2/29/2020	79.55	78.53
3/31/2020	493.52	-
4/30/2020	347.84	-
5/31/2020	118.38	330.15
6/30/2020	567.92	434.94
7/31/2020	-	-
8/31/2020	1,534.99	-
9/30/2020	837.99	-
10/31/2020	1,681.38	262.72
11/30/2020	1,810.70	74.56
12/31/2020	577.34	-
1/31/2021	1,945.60	21.00
2/28/2021	898.79	266.15
3/31/2021	-	217.22
4/30/2021	-	358.51
5/31/2021	5,502.46	89.85
6/30/2021	1,130.42	-
7/31/2021	5,413.65	23.06
8/31/2021	2,420.24	167.91
9/30/2021	226.38	23.06
10/31/2021	1,620.83	23.06
11/30/2021	3,140.46	23.06
12/31/2021	80.62	23.06
1/31/2022	-	-
2/28/2022	597.86	96.47
<b>Total</b>	<b>\$ 154,360.31</b>	<b>\$ 9,213.11</b>

See Accountants' Report.



**Northtown M.U.D.**  
**Payroll Summary - Directors**  
 October 1, 2021 through March 17, 2022

	Amaro, Felix T	Campbell, Robin	Capers, Christopher B.	TOTAL
Employee Wages, Taxes and Adjustm...				
Gross Pay	1,800.00	1,050.00	900.00	3,750.00
Director Fees				
Total Gross Pay	1,800.00	1,050.00	900.00	3,750.00
Adjusted Gross Pay	1,800.00	1,050.00	900.00	3,750.00
Taxes Withheld				
Medicare Employee	(26.10)	(15.23)	(13.05)	(54.38)
Social Security Employee	(111.60)	(65.10)	(55.80)	(232.50)
Total Taxes Withheld	(137.70)	(80.33)	(68.85)	(286.88)
Net Pay	1,662.30	969.67	831.15	3,463.12
Employer Taxes and Contributions				
Medicare Company	26.10	15.23	13.05	54.38
Social Security Company	111.60	65.10	55.80	232.50
Total Employer Taxes and Contributions	137.70	80.33	68.85	286.88

See Accountants' Report.

Northtown M.U.D.  
**Payroll Summary - Security**  
 February 2022

	Gonzalez, Oscar Z	Hall, Jean-Christoph...	Ribsam, John J	Segovia III, Jose P.	Taylor, Matthew A	Williams, Christoph...	Yarborough, Colton L	TOTAL
<b>Employee Wages, Taxes and Adjust...</b>								
Gross Pay	200.00	0.00	0.00	0.00	0.00	0.00	0.00	200.00
Security Coordinator	200.00	1,200.00	600.00	600.00	300.00	600.00	600.00	4,100.00
Security Hourly								
Total Gross Pay	400.00	1,200.00	600.00	600.00	300.00	600.00	600.00	4,300.00
Adjusted Gross Pay	400.00	1,200.00	600.00	600.00	300.00	600.00	600.00	4,300.00
<b>Taxes Withheld</b>								
Federal Withholding	(12.00)	0.00	(42.00)	(10.00)	0.00	0.00	0.00	(64.00)
Medicare Employee	(5.80)	(17.40)	(8.70)	(8.70)	(4.35)	(8.70)	(8.70)	(62.35)
Social Security Employee	(24.80)	(74.40)	(37.20)	(37.20)	(18.60)	(37.20)	(37.20)	(266.60)
Total Taxes Withheld	(42.60)	(91.80)	(87.90)	(55.90)	(22.95)	(45.90)	(45.90)	(392.95)
Net Pay	357.40	1,108.20	512.10	544.10	277.05	554.10	554.10	3,907.05
<b>Employer Taxes and Contributions</b>								
Medicare Company	5.80	17.40	8.70	8.70	4.35	8.70	8.70	62.35
Social Security Company	24.80	74.40	37.20	37.20	18.60	37.20	37.20	266.60
TX - Unemployment	11.20	33.60	16.80	16.80	8.40	16.80	16.80	120.40
Total Employer Taxes and Contribut...	41.80	125.40	62.70	62.70	31.35	62.70	62.70	449.35

See Accountants' Report.

**NORTHTOWN MUD  
DISTRICT ATTORNEY'S DIRECTIVE  
from  
February 22, 2022 Board Meeting**

1. Discuss with the City of Austin its paying one-half of the cost to extend the curb and gutter on Fish Lane.

Status: *Concluded*

2. Discuss attending the March 22, 2022 Board meeting with John Carlton and Randy Wilburn.

Status: *Concluded*

3. Contact building Lessor regarding subletting current office space.

Status: *Concluded*

4. Send demand letter to Hitchcock Design

Status: *Concluded*

5. Place Homestead and over 65 exemption on March 22, 2022 meeting agenda

Status: *Concluded*



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

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

**WITNESSETH:**

**WHEREAS**, District and the City entered into that certain Interlocal Agreement pursuant to the provisions of the Interlocal Cooperation Act, Texas Government Code Section 791.001 et. seq. on April 3, 2008, as subsequently renewed effective March 30, 2018, and as subsequently extended effective March 30, 2021 (collectively the "Renewed Agreement"); and

**WHEREAS**, the term of the Renewed Agreement is set to expire on March 30, 2022; and

**WHEREAS**, the District and the City seek to extend the Renewed Agreement;

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

A. The term of the Renewed Agreement is extended for an additional 12 month period and the new termination date is March 30, 2023;

B. All other provisions of the Renewed Agreement remain in effect.

**WHEREFORE**, this Fourth Extension to the Renewed Interlocal Agreement is executed to be effective as of March 30, 2022.

*(Signature page follows)*

**NORTHTOWN MUNICIPAL UTILITY  
DISTRICT**

\_\_\_\_\_  
Brenda Richter, President  
Board of Directors

Date: \_\_\_\_\_, 2022

**CITY OF AUSTIN**

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

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

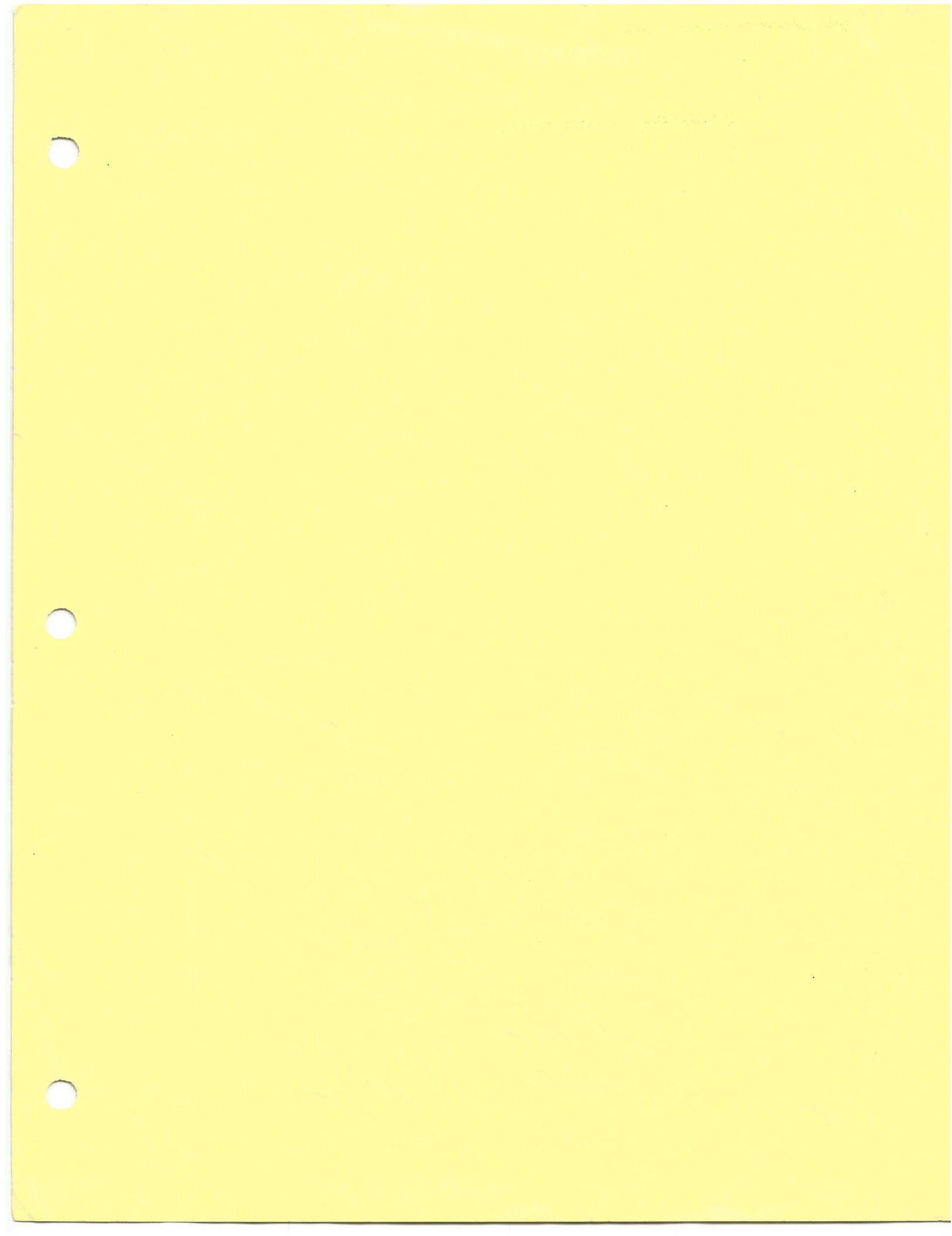
Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2022

APPROVED AS TO FORM:

CITY OF AUSTIN LAW DEPARTMENT

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_





**NORTHTOWN MUNICIPAL UTILITY DISTRICT  
SUBCOMMITTEE LIST**

**Budget/Finance/Investments Subcommittee**

Directors: Amaro, Campbell

**Communications Subcommittee**

Directors: Campbell, Hill

**Crossroads Contract Renewal Subcommittee**

Directors: Campbell, Hill

**Infrastructure Subcommittee (including fence/facility assessment)**

Directors: Campbell, Amaro

Additional member: Scott Foster

**Median and Right-of-Way Maintenance Subcommittee**

Directors: Capers, Hill

**New Facility Construction Subcommittee (formerly Office Construction Subcommittee) (does not include utility infrastructure construction)**

Directors: Hill, Richter

Additional member: Oliver

**Office Lease Subcommittee**

Directors: Hill, Richter

Additional member: Oliver

**Park Subcommittee**

Directors: Richter, Capers

**Rate Order Subcommittee**

Directors: Capers, Hill

**Restrictive Covenant Committee (includes lawsuit approval authority)**

Directors: Amaro, Richter

**Security and Public Safety Subcommittee**

Directors: Capers, Amaro

Additional members: Deputy Gonzalez and Mona Oliver

**Signage/Sign Subcommittee**

Directors: Campbell, Richter

**Solid Waste Subcommittee**

Directors: Capers, Hill

**Trustees for Employee Retirement Plan**

Directors: Richter, Amaro

Additional member: Mona Oliver

**Vehicles Life Cycle Policy Subcommittee**

Directors: Hill, Capers

**Uninterruptable Power Source (“UPS”) Subcommittee (surge protection)**

Directors: Hill, Amaro

**Village@Northtown Subcommittee**

Directors: Hill, Campbell

**Village@Northtown Multi-family Project Access Subcommittee**

Directors: Richter, Hill

Additional members: Scott Foster and Mona Oliver

**Village@Northtown Reimbursement Agreement Subcommittee**

Directors: Richter, Hill

Additional members: Scott Foster and Carter Dean

**Website Subcommittee**

Directors: Richter, Campbell

**Wholesale Water and Wastewater Rate Challenge Subcommittee**

Directors: Campbell, Richter

**Inactive Subcommittees:**

**Drought Contingency Plan Subcommittee**

Directors: Campbell, Hill

Additional member: Mona Oliver

**Multifamily Project Subcommittee**

Directors: Campbell, Amaro

**Compensation and Employee Retirement System Subcommittee**

Directors: Richter, Amaro