



**Disclaimer:**

*This meeting packet is provided for informational purposes only.*

*The documents and reports contained herein are subject to revision, correction, supplementation, and board approval and may not represent final official products.*

# ARMBRUST & BROWN, PLLC

ATTORNEYS AND COUNSELORS

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## MEMORANDUM

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

FROM: Deborah Pederson, Legal Assistant

DATE: September 21, 2022

RE: Northtown Municipal Utility District  
September 27, 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, September 27, 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**

September 27, 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, September 27, 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.

**PUBLIC INPUT**

1. Resident communications and Board member announcements;

**ELECTION ITEMS**

2. *See Supplemental Agenda for election items;*

**BUDGET/TAX ITEMS**

3. 2022-2023 budget and 2022 tax rate, including:
  - (a) Recommendation from District's financial advisor regarding 2022 tax rate;
  - (b) Conduct public hearing on 2022 tax rate;
  - (c) Budget for fiscal year 2022-2023, including Resolution Adopting Budget;
  - (d) Record vote on 2022 tax rate and adoption of Order Levying Taxes;
  - (e) Amended and Restated Information Form and Notice to Purchaser *(if necessary for tax rate change)*;
  - (f) Travis County Tax Office notice regarding delay mailing tax bills;

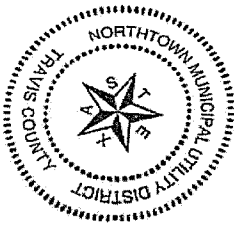
**DISCUSSION/ACTION ITEMS**

4. Minutes of August 23, 2022 Board meeting;
5. District security and public safety and related action items, including:
  - (a) Report from Travis County Sheriff's Department, including crime statistics;
  - (b) Legal/Security Committee 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;
  - (c) EPA testing requirements;
  - (d) Renewal of Contract for Maintenance and Operation of Retail Utility System with Crossroads Utility Services LLC;

- (e) Amendment to Order Establishing Service Rates, Charges and Tap Fees and Adopting Rules and Policies with Respect to the District's Water, Wastewater and Drainage Systems;
7. Landscape maintenance report and related action items; including:
    - (a) Proposals, including proposal for temporary landscape maintenance of Settlers Meadow Office Park and Wildflower Pavilion Park;
    - (b) Approval of addition of Settlers Meadow Office Park, Wildflower Pavilion Park, and other areas being maintained to TexaScapes Amended and Restated Maintenance Agreement effective May 1, 2017;
  8. District manager's report and related action items, including:
    - (a) Legal/Security Committee report, including covenant violations and enforcement actions;
    - (b) Monthly expenditure report;
    - (c) Reservation ledger;
    - (d) Solid waste services, including:
      - (i) Monthly report;
      - (ii) First Amendment to Recycling and Solid Waste Disposal Services Agreement;
    - (e) District parks and recreational facilities, including any repairs and maintenance;
    - (f) Purchase requests and/or proposals;
    - (g) CAPCOG annual membership renewal;
    - (h) TML Workers' Compensation insurance coverage limits;
    - (i) TML Board of Trustees election;
  9. New Facility Construction Committee report, including:
    - (a) Status of construction of office and pavilions;
    - (b) Purchases of appliances, electronics, furniture, and other office items;
    - (c) Approval of pay applications and/or change orders from STR Constructors for construction of office and pavilions;
  10. 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:
        - (A) Any pay applications and/or change orders;
        - (B) Project acceptance;
      - (ii) Village at Northtown, Section 2 (Condominiums);
      - (iii) Village at Northtown Multifamily (North Wells Branch);
      - (iv) Village at Northtown Multifamily (Edenbrook);
      - (v) The Lakes Retail;
      - (vi) Avalon Bay Multifamily;
    - (b) MS4 permitting and 2021 pond inspections update, including related action items and proposals;
    - (c) Senate Bill 3 compliance update, including status of application requesting waiver of emergency preparedness plan;

11. 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;
12. Reports from developer and landowner representatives and related action items;
13. Wholesale water and wastewater services, including contract negotiation with City of Austin;
14. Attorney's report and related action items;
15. Future agenda items and meeting schedule.

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



\_\_\_\_\_  
Attorney for the District

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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

September 27, 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, September 27, 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.

- A. Certification of Unopposed Status of Candidates for the November 8, 2022 Director Election;
- B. Order Declaring Election of Unopposed Candidates and Canceling November 8, 2022 Director Election;
- C. Any other matters relating to the District's November 8, 2022 Director election;

**EL DISTRITO MUNICIPAL DE SERVICIOS PÚBLICOS DE NORTHTOWN  
AVISO SUPPLEMENTAL A LA AGENDA**

**27 DE SEPTIEMBRE DE 2022**

LA JUNTA DE DIRECTORES DEL DISTRITO MUNICIPAL DE SERVICIOS PÚBLICOS DE  
NORTHTOWN Y A TODA PERSONA INTERESADA:

Se pone en conocimiento del público que la Junta Directiva del Distrito Municipal de Servicios Públicos de Northtown va a tener una reunión **el martes, 27 de Septiembre de 2022, a las 5:45 p.m.**

- A. Certificación de la condición sin oposición de los candidatos para la elección de director del día 8 de noviembre de 2022;
- B. Orden declarando elección de candidatos sin oposición y cancelando la elección de Directores del día 8 de noviembre de 2022;
- C. Cualquier otro asunto con respecto a la elección de Directores del día 8 de noviembre de 2022.

**NORTHTOWN MUNICIPAL UTILITY DISTRICT**  
**CERTIFICATION OF UNOPPOSED STATUS OF CANDIDATES**  
**FOR THE NOVEMBER 8, 2022 DIRECTOR ELECTION**

The undersigned, the Secretary of the Board of Directors of Northtown Municipal Utility District (the "District"), is the authority responsible for having the official ballots prepared for the November 8, 2022 director election for the District and certifies that:

1. Three Directors of the District are to be elected at the November 8, 2022 director election.
2. The deadline for filing an application for a place on the ballot was August 22, 2022, and only three candidates filed for places on the ballot.
3. The deadline for filing an application for write-in candidacy was August 26, 2022, and no write-in candidates filed.
4. Brenda Richter, Christopher Capers, and R. Lee Hill are unopposed candidates for election as Directors of the District.
5. No proposition is scheduled to appear on the ballot.

Executed this the 27 day of September, 2022.

\* \* \* \* \*

**AGENDA ITEM # 2.A.**

**DISTRITO DE SERVICIOS PÚBLICOS MUNICIPALES DE NORTHTOWN**  
**CERTIFICACIÓN DE LA CONDICIÓN SIN OPOSICIÓN DE LOS CANDIDATOS**  
**PARA LA ELECCIÓN DE DIRECTOR DEL DÍA 8 DE NOVIEMBRE DE 2022**

El infrascrito, el Secretario de la Junta Directiva del Distrito de Servicios Públicos Municipales de Northtown (el "Distrito"), es la autoridad responsable de tener las boletas oficiales preparadas para la elección de Director del día 8 de noviembre de 2022, para el Distrito y certifica que:

1. Tres Directores del Distrito deben ser elegidos en la elección de Director del día 8 de noviembre de 2022.
2. La fecha límite para presentar una solicitud para un puesto en la boleta de votación era el día 22 de agosto de 2022, y sólo tres candidatos se presentaron para puestos en la boleta de votación.
3. La fecha límite para presentar una solicitud para añadir un candidato era el día 26 de agosto de 2022, y no se presentó ningún candidato para ser añadido.
4. Brenda Richter, Christopher Capers, y R. Lee Hill son candidatos sin oposición para la elección como Directores del Distrito.
5. No hay ninguna proposición programada para aparecer en la boleta de votación.

Llevado a cabo el día 27 de septiembre de 2022.

\* \* \* \* \*

**NORTHTOWN MUNICIPAL UTILITY  
DISTRICT**

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Christopher Capers  
Secretary, Board of Directors  
*Secretario, Junta Directiva*

STATE OF TEXAS                   §  
*ESTADO DE TEXAS*

COUNTY OF TRAVIS               §  
*CONDADO DE TRAVIS*

This instrument was acknowledged before me on September \_\_\_\_, 2022, by Christopher Capers, Secretary of the Board of Directors of Northtown Municipal Utility District, on behalf of said municipal utility district.

*Este instrumento fue certificado ante mí el día \_\_\_\_ septiembre de 2022, por Christopher Capers, Secretario de la Junta Directiva del Distrito de Servicios Públicos Municipales de Northtown, de parte de dicho distrito de servicios públicos municipales.*

(seal)  
(sello)

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Notary Public Signature  
*Firma del "Notary Public"*

**NORTHTOWN MUNICIPAL UTILITY DISTRICT**  
**ORDER DECLARING ELECTION OF UNOPPOSED CANDIDATES**  
**AND CANCELING NOVEMBER 8, 2022 DIRECTOR ELECTION**

September 27, 2022

THE STATE OF TEXAS                   §

COUNTY OF TRAVIS                   §

**Recitals**

The Board of Directors ("Board") of Northtown Municipal Utility District (the "District") has called a director election for November 8, 2022 (the "Election").

The deadline to submit an application for a place on the ballot for the Election was August 22, 2022. The deadline to file an application for write-in candidacy for the Election was August 26, 2022.

The Secretary of the Board is the authority responsible for having the official ballots prepared for the Election and, on September 27, 2022, submitted to the Board a "Certification of Unopposed Status of Candidates for the November 8, 2022 Director Election", attached as **Exhibit "A"**.

Under Section 2.053 of the Texas Election Code, if the Board receives a certification of unopposed status of candidates, it shall declare each unopposed candidate elected to office.

**Therefore**, the Board orders that:

1. The "Certification of Unopposed Status of Candidates for the November 8, 2022 Director Election", submitted on September 27, 2022, is accepted.
2. Brenda Richter, Christopher Capers, and R. Lee Hill are elected to office as Directors for Northtown Municipal Utility District, their terms will begin on November 8, 2022, and they will begin their duties as Director after executing a Statement of Elected Officer and taking the Oath of Office.
3. The Election is canceled.
4. This Order will constitute a certificate of election, and the Secretary of the Board is directed to issue and deliver a copy to each candidate as required by Section 67.016 of the Texas Election Code and to post a copy of this Order at the polling place on the Election day.

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

\* \* \* \* \*

## DISTRITO DE SERVICIOS PÚBLICOS MUNICIPALES DE NORTHTOWN

### ORDEN PARA DECLARAR LA ELECCIÓN DE CANDIDATOS SIN OPOSICIÓN Y CANCELAR LA ELECCIÓN PARA DIRECTOR DEL DÍA 8 DE NOVIEMBRE DE 2022

27 septiembre 2022

ESTADO DE TEXAS §

CONDADO DE TRAVIS §

#### **Declaración**

La junta directiva ("*junta*") del Distrito de Servicios Públicos Municipales de Northtown (el "*Distrito*") ha convocado una elección para director para el día 8 de noviembre de 2022 (la "*elección*").

La fecha límite para presentar una solicitud para un puesto en la boleta de votación para la elección era el día 22 de agosto de 2022. La fecha límite para presentar una solicitud para añadir un candidato para la elección era el día 26 de agosto de 2022.

El secretario de la junta es la autoridad responsable de tener las boletas oficiales preparadas para la elección y en el día 27 de septiembre de 2022 presentó a la junta una "certificación de la condición sin oposición de los candidatos para la elección para director del día 8 de noviembre de 2022", adjuntada como **Anexo "A"**.

Según la Sección 2.053 del Código de elecciones de Texas, si la junta recibe una certificación de la condición sin oposición, va a declarar que cada candidato sin oposición está elegido para el cargo.

**Por lo tanto**, la junta ordena que:

1. La "certificación de la condición sin oposición de los candidatos para la elección para director del día 8 de noviembre de 2022", presentado el día 27 septiembre de 2022 sea aceptada.
2. Brenda Richter, Christopher Capers, y R. Lee Hill son elegidos a cargo como directores del distrito, sus mandatos comienzan el 8 de noviembre de 2022 y comenzarán sus obligaciones de director después de ejecutar una declaración de funcionario electo y tomar el juramento del cargo.
3. La elección sea cancelada.
4. Esta orden constituye un certificado de elección y al secretario de la junta se le dirige que emite y envíe una copia a cada candidato conforme a lo requiere la Sección 67.016 del Código de elecciones y que coloque una copia de esta orden en el lugar de la votación el día de las elecciones.

Esta Orden puede ser ejecutada en ejemplares múltiples, cada uno de los cuales en su conjunto serán considerados como originales y todos juntos constituirán un solo y único instrumento. Una firma electrónica, un facsímil u otra copia electrónica de una firma original, y un ejemplar transmitido electrónicamente (por ejemplo, por facsímil, por correo electrónico, por

mensaje de texto, u otros medios similares) constituirán, y tendrán la misma fuerza y efecto como si dicha firma fuera un original de la misma a todos efectos prácticos.

\* \* \* \* \*

**Passed and approved** on September 27, 2022.  
***Pasado y aprobado*** el día 27 septiembre de 2022.

**NORTHTOWN MUNICIPAL UTILITY  
DISTRICT**

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Brenda Richter  
President, Board of Directors  
*Presidente, Junta Directiva*

(SEAL)

**ATTEST:**  
***Doy Fe:***

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Christopher Capers  
Secretary, Board of Directors  
*Secretario, Junta Directiva*

**Exhibit "A" / Anexo "A"**

**Certification of Unopposed Status of Candidates  
for the November 8, 2022 Director Election**

**NORTHTOWN MUNICIPAL UTILITY DISTRICT**

**CERTIFICATION OF UNOPPOSED STATUS OF CANDIDATES  
FOR THE NOVEMBER 8, 2022 DIRECTOR ELECTION**

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Executed this the 27 day of September, 2022.

\* \* \* \* \*

**DISTRITO DE SERVICIOS PÚBLICOS MUNICIPALES DE NORTHTOWN**

**CERTIFICACIÓN DE LA CONDICIÓN SIN OPOSICIÓN DE LOS CANDIDATOS  
PARA LA ELECCIÓN DE DIRECTOR DEL DÍA 8 DE NOVIEMBRE DE 2022**

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5. No hay ninguna proposición programada para aparecer en la boleta de votación.

Llevado a cabo el día 27 de septiembre de 2022.

\* \* \* \* \*

**NORTHTOWN MUNICIPAL UTILITY  
DISTRICT**

---

Christopher Capers  
Secretary, Board of Directors  
*Secretario, Junta Directiva*

STATE OF TEXAS           §  
*ESTADO DE TEXAS*

COUNTY OF TRAVIS       §  
*CONDADO DE TRAVIS*

This instrument was acknowledged before me on September \_\_\_\_, 2022, by Christopher Capers, Secretary of the Board of Directors of Northtown Municipal Utility District, on behalf of said municipal utility district.

*Este instrumento fue certificado ante mí el día \_\_\_\_ septiembre de 2022, por Christopher Capers, Secretario de la Junta Directiva del Distrito de Servicios Públicos Municipales de Northtown, de parte de dicho distrito de servicios públicos municipales.*

(seal)  
(sello)

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Notary Public Signature  
*Firma del "Notary Public"*

**Northtown MUD  
Proposed Budget  
FY-2023**

	<b>Budget FY-2022</b>	<b>Projected FY-2022</b>	<b>Proposed FY-2023</b>
<b>Revenues:</b>			
<b>OPERATING REVENUE:</b>			
Water Services Fees	\$ 1,434,676	\$ 1,447,629	\$ 1,444,676
Water Tap Fee	0	121,425	60,000
Wastewater Svc Fees	1,295,294	1,374,914	1,368,040
Wastewater Tap Fees	0	136,800	60,000
Basic Services	1,125,756	1,195,689	1,252,152
Application Fee	0	14,907	10,000
Service Penalties	40,000	70,634	40,000
Water & W/W Inspections	7,200	57,500	30,000
	\$ 3,902,926	\$ 4,419,498	\$ 4,264,868
<b>OTHER OPER. REVENUE:</b>			
Property Tax	\$ 3,186,614	\$ 3,206,296	\$ 4,209,082
Property Tax Penalty	-	4,987	-
	\$ 3,186,614	\$ 3,211,283	\$ 4,209,082
<b>NON-OPER. REVENUE:</b>			
Miscellaneous Revenue	\$ 30,000	\$ 14,272	\$ 30,000
Investment Interest	9,000	57,894	120,000
	\$ 39,000	\$ 72,166	\$ 150,000
<b>TOTAL OPERATING REV:</b>	\$ 7,128,540	\$ 7,702,947	\$ 8,623,950
<b>OTHER REVENUE:</b>			
Park Revenue	\$ -	\$ -	\$ 30,000
Park Interest Revenue	300	247	300
	\$ 300	\$ 247	\$ 30,300
<b>Total Revenues</b>	\$ 7,128,840	\$ 7,703,194	\$ 8,654,250
<b>Expenses:</b>			
<b>OFFICE</b>			
Office Rent	\$ 60,365	\$ 59,932	\$ 46,632
Employee Benefits	71,760	61,709	91,454
Mileage Reimb.	3,600	2,866	3,600
Office Utilities	30,000	15,500	30,000
Wages	292,569	263,237	386,433
Office Expenses	15,000	8,370	15,000
	\$ 473,294	\$ 411,614	\$ 573,119
<b>WATER:</b>			
Bulk Water Purchases	\$ 1,481,433	\$ 1,064,216	\$ 1,607,215
TCEQ Fee	10,000	7,658	8,000
Water System Maint	75,000	102,128	100,000
Water Tap Inspection	-	37,045	15,000
Water Meters	25,000	53,050	50,000
	\$ 1,591,433	\$ 1,264,097	\$ 1,780,215
<b>WASTEWATER:</b>			
Bulk WW Purchases	\$ 1,410,125	\$ 1,245,582	\$ 1,538,318
Wastewater System Maint.	400,000	98,050	300,000
Wastewater Tap Inspect.	-	-	15,000
Lift Station/Force Main Maintenance	180,000	159,699	180,000
Chemicals	75,000	69,560	80,000
	\$ 2,065,125	\$ 1,572,891	\$ 2,113,318

**Northtown MUD  
Proposed Budget  
FY-2023**

	<b>Budget FY-2022</b>	<b>Projected FY-2022</b>	<b>Proposed FY-2023</b>
<b>ADMINISTRATIVE:</b>			
Director Fees	\$ 20,000	\$ 10,750	\$ 20,000
Payroll Taxes	34,514	29,050	41,695
Legal Fees - General	92,000	95,113	92,000
Legal Fees - Covenants	39,000	26,898	39,000
Management Services	383,902	373,187	406,058
Bookkeeping Services	67,950	67,200	73,000
Financial Services	1,500	1,315	1,500
Audit Fees	16,500	16,750	17,000
Engineering Fees	21,800	20,970	21,800
Engineering Fees-Special	60,000	86,367	80,000
Professional Fees	52,000	29,012	52,000
Tax Assess/Collector Fees	20,000	18,486	22,000
Permits/Member Dues/Lic.	1,000	-	1,000
Insurance	40,000	39,147	40,000
Credit Card Fees	84,000	90,527	92,000
Conference/Training	6,000	3,454	6,000
	\$ 940,166	\$ 908,226	\$ 1,005,053
<b>PARKS:</b>			
Landscape-Maintenance	\$ 480,124	\$ 467,781	\$ 598,740
Landscape-Contingency	136,000	65,968	136,000
Park Maintenance	84,425	34,434	94,000
Well Maintenance	50,000	17,966	75,000
Park Utilities	18,000	9,848	18,000
Security	138,600	109,830	138,600
Seasonal Landscape	31,550	7,600	31,550
Pond Restoration/Maint. (MS4)	60,000	35,995	45,000
Park Equipment	20,000	20,000	10,000
Trail Maintenance	3,000	3,000	1,000
Fence Repair	15,000	17,100	25,000
	\$ 1,036,699	\$ 789,522	\$ 1,172,890
<b>OTHER:</b>			
Meeting Expenses	\$ 150	\$ 28	\$ 150
Security Lights	18,000	16,851	20,000
Miscellaneous	7,121	10,166	12,000
Garbage Collection	806,760	809,395	922,374
Public Notices	4,000	4,000	4,000
Newsletters/Mail Outs	2,500	420	2,500
Signage	2,000	2,000	2,000
Event Supplies	3,000	3,000	3,000
Telephone	4,200	5,069	4,200
	\$ 847,731	\$ 850,929	\$ 970,224
<b>TOTAL EXPENDITURES</b>	\$ 6,954,448	\$ 5,797,279	\$ 7,614,819
<b>OPERATING REV OVER EXP</b>	\$ 174,092	\$ 1,905,668	\$ 1,009,131
<b>CAPITAL OUTLAY</b>			
Design & Planning	\$ 140,000	\$ -	\$ 80,000
Settlers Meadow Park/Admin Bldg	4,225,000	1,497,084	100,000
Wildflower Park Pavillion	630,000	1,196,797	-
Tree Program	60,000	60,000	80,000
Trails	60,000	74,917	80,000
Fence-Merseyside	-	-	175,000
	\$ 5,115,000	\$ 2,828,798	\$ 515,000
<b>TOT EXP &amp; PARK CIP</b>	\$ 12,069,448	\$ 8,626,077	\$ 8,129,819
<b>TOTAL EXCESS REV/(EXP)</b>	\$ (4,940,608)	\$ (922,883)	\$ 524,431

Assumptions:

- No retail rate changes
- 100 new connections

Assessed Value  
\$1,139,838,646

O&M Tax Rate  
0.3730

Total Tax Rate  
0.5865

**RESOLUTION ADOPTING BUDGET**

THE STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS           §

WHEREAS, the Board of Directors of Northtown Municipal Utility District (the "District") has projected the operating expenses and revenues for the District for the period October 1, 2022 through September 30, 2023 and desires to adopt a budget consistent therewith;

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

Section 1.       The Operating Budget attached as **Exhibit "A"** is adopted.

Section 2.       The Secretary of the Board of Directors is directed to file a copy of this Resolution Adopting Budget in the official records of the District.

ADOPTED this 27th day of September, 2022.

**NORTHTOWN MUNICIPAL UTILITY  
DISTRICT**

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



ATTEST:

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

**EXHIBIT "A"**

**BUDGET**

**The final budget will be presented by the District's bookkeeper at the  
September 27, 2022 Board meeting.**

**ORDER LEVYING TAXES**

THE STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS           §

WHEREAS, the appraisal roll of Northtown Municipal Utility District (the “*District*”) for 2022 has been prepared and certified by the Travis Central Appraisal District; and

WHEREAS, based upon the certified appraisal roll, the employee or officer designated by the Board of Directors of the District has calculated the tax rate to be levied for 2022;

IT IS HEREBY ORDERED BY THE BOARD OF DIRECTORS OF NORTHTOWN MUNICIPAL UTILITY DISTRICT THAT:

Section 1. There is hereby levied an ad valorem tax of \$0.\_\_\_\_\_ on each \$100 of taxable property within the District, allocated as follows:

- (a) \$0.\_\_\_\_\_ to provide funds for maintenance and operating purposes; and
- (b) \$0.\_\_\_\_\_ to provide for the payment of principal of and interest and associated obligations on the District’s unlimited tax bonds now outstanding.

Section 2. All taxes collected pursuant to this levy, after paying costs of levying, assessing and collecting same, will be used for planning, maintaining, repairing and operating the District’s facilities and for paying costs of proper services, engineering and legal fees, and organization and administrative expenses, and for paying principal of and interest on bonds, warrants, certificates of obligation or other lawfully authorized evidences of indebtedness issued or assumed by the District.

Section 3. The Travis County Tax Assessor/Collector is authorized to assess and collect the taxes of the District.

Section 4. The taxes levied by this Order are due presently, and will be delinquent if not paid by January 31, 2023.

Section 5. This Order Levying Taxes will be effective from and after its adoption.

Section 6. The attorney for the District is directed to file this Order Levying Taxes with the Travis County Tax Assessor/Collector.

ADOPTED this the 27th day of September, 2022.

**AGENDA ITEM # 3 (d)**

**NORTHTOWN MUNICIPAL UTILITY  
DISTRICT**

---

Brenda Richter, President  
Board of Directors



ATTEST:

---

Christopher Capers, Secretary  
Board of Directors

**CERTIFICATE FOR AMENDED AND RESTATED INFORMATION FORM**

THE STATE OF TEXAS                    §

COUNTY OF TRAVIS                    §

The Board of Directors (the “Board”) of Northtown Municipal Utility District convened in a regular meeting on the 27th day of September, 2022, at the District office located at the Wells Branch Tech Center, 1421 Wells Branch Parkway, Suite 106, Pflugerville, Texas, and the roll was called of the duly constituted officers and members of the Board, to wit:

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

Directors Richter, Campbell, Capers, and Hill, were present, thus constituting a quorum. Director Amaro was absent from the meeting. At the meeting, an Amended and Restated Information Form and Notice Purchaser, attached as **Exhibit “A”** was approved by the Board. The undersigned, as the attorney for the District, hereby certifies that the Amended and Restated Information Form and Notice to Purchaser attached to this Certificate are true and correct copies of the Amended and Restated Information Form and Notice to Purchaser approved by the Board on September 27, 2022.

\_\_\_\_\_  
Carter Dean, Attorney for the District

THE STATE OF TEXAS                    §

COUNTY OF TRAVIS                    §

This instrument was acknowledged before me on this 27th day of September, 2022, by Carter Dean, attorney for Northtown Municipal Utility District, on behalf of said District.

(Seal)

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

**AGENDA ITEM #3(e)**

## EXHIBIT "A"

### NORTHTOWN MUNICIPAL UTILITY DISTRICT AMENDED AND RESTATED INFORMATION FORM

THE STATE OF TEXAS       §

COUNTY OF TRAVIS       §

The undersigned, a majority of the members of the Board of Directors of Northtown Municipal Utility District (the "District"), make and execute this Amended and Restated Information Form in compliance with Section 49.455 of the Texas Water Code. We certify as follows:

1. The name of the District is Northtown Municipal Utility District.
2. The District consists of 1,223.74 acres, more or less, more particularly described by the metes and bounds and boundary map in the Amended District Information Form dated September 30, 1991, recorded as Document No. 91087032, Real Property Records of Travis County, Texas.
3. The most recent rate of taxes levied by the District on property located within the District is \$0. on each \$100 of assessed value.
4. The total amount of bonds (excluding refunding bonds and any bonds or portions of bonds payable solely from revenues received or expected to be received pursuant to a contract with a governmental entity) that has been approved by the voters and which may be issued by the District is \$69,443,000.
5. The aggregate initial principal amount of all bonds of the District payable in whole or in part from taxes (excluding refunding bonds and any bonds or portions of bonds payable solely from revenues received or expected to be received pursuant to a contract with a governmental entity) that has been previously issued is \$44,230,000.
6. No standby fee is currently imposed by the District.
7. An election to confirm the creation of the District was held on December 21, 1985.
8. The District is performing or will perform the following functions: the supply of water for municipal, domestic, commercial and other beneficial uses; the collection, transportation, treatment and disposal of waste; gathering, conducting, diverting and controlling of local storm water or other harmful excesses of water in the District; and the provision of park and recreational facilities for the inhabitants in the District.
9. The District has entered into a contract with the City of Austin ("City") in connection with the City's consent to the creation of the District (the "Creation Agreement"). The Creation Agreement provides that the City may begin to annex land within the District and within the City's extraterritorial jurisdiction at any time after December 21, 1993, and that, after the City has annexed seventy-five percent (75%) of the land within the District, by value or by acreage, the City shall annex the remaining portion of the District lying within its extraterritorial jurisdiction within ninety (90) days. The Creation Agreement further provides that, following annexation, the City may, unless otherwise prohibited by applicable law, charge and collect a special water and sewer rate of \$17.05 per month from each single family dwelling unit or its equivalent to which water and sewer services are provided. This special rate is to be charged, in addition to the City's normal water and sewer rates, until the bonded indebtedness of the District has been retired. The Creation Agreement authorizes the City to recalculate this special water and sewer rate if the total principal amount of bonds for District facilities is greater or less than the total estimated amount used to calculate the \$17.05 special rate, or if, as a result of the

subdivision process, the total number of single family units or their equivalents is greater or less than the total number used to calculate the \$17.05 special rate.

10. The Notice to Purchaser form required by Section 49.452 of the Texas Water Code to be furnished by a seller to a purchaser of real property in the District is attached as **Exhibit "A"**.

This Amended and Restated Information Form supersedes the Amended and Restated Information Form of record as Document Number 2021217876 in the Official Public Records of Travis County, Texas.

WITNESS OUR HANDS this 27th day of September, 2022.

\_\_\_\_\_  
Brenda Richter, President

\_\_\_\_\_  
Robin Campbell, Vice-President

\_\_\_\_\_  
Chris Capers, Secretary

\_\_\_\_\_  
R. Lee Hill, Asst. Secretary

THE STATE OF TEXAS       §

COUNTY OF TRAVIS       §

This instrument was acknowledged before me on the 27th day of September, 2022, by Brenda Richter, President, Robin Campbell, Vice-President, Christopher Capers, Secretary, and R. Lee Hill, Asst. Secretary, the Board of Directors of Northtown Municipal Utility District on behalf of the District.

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

(seal)

**MUNICIPAL UTILITY DISTRICT  
NOTICE TO PURCHASER**

THE STATE OF TEXAS       §

COUNTY OF TRAVIS       §

The real property, described below, that you are about to purchase is located within Northtown Municipal Utility District (the "District"). The District has taxing authority separate from any other taxing authority, and may, subject to voter approval, issue an unlimited amount of bonds and levy an unlimited rate of tax in payment of such bonds. As of this date, the rate of taxes levied by the District on real property located in the District is \$0.\_\_\_\_\_ on each \$100 of assessed valuation. The total amount of bonds, excluding refunding bonds and any bonds or any portion of bonds issued that are payable solely from revenues received or expected to be received under a contract with a governmental entity, approved by the voters and which have been or may, at this date, be issued is \$69,443,000, and the aggregate initial principal amount of all bonds issued for one or more of the specified facilities of the District and payable in whole or in part from property taxes is \$44,230,000.

The District has the authority to adopt and impose a standby fee on property in the District that has water, sanitary sewer or drainage facilities and services available but not connected and which does not have a house, building, or other improvement located thereon and does not substantially utilize the utility capacity available to the property. The District may exercise the authority without holding an election on the matter. As of this date, the most recent amount of the standby fee is \$0. An unpaid standby fee is a personal obligation of the person that owned the property at the time of imposition and is secured by a lien on the property. Any person may request a certificate from the District stating the amount, if any, of unpaid standby fees on a tract of property in the District.

The District is located in whole or in part in the extraterritorial jurisdiction of the City of Austin. By law, a district located in the extraterritorial jurisdiction of a municipality may be annexed under certain circumstances without the consent of the district or the voters of the district. When a district is annexed, the district is dissolved.

The purpose of this District is to provide water, sewer, drainage, or flood control facilities and services within the District through the issuance of bonds payable in whole or in part from property taxes. The cost of these utility facilities is not included in the purchase price of your property, and these utility facilities are owned or to be owned by the District. The legal description of the property which you are acquiring is more fully described as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The District has entered into a contract with the City of Austin ("City") in connection with the City's consent to the creation of the District (the "Creation Agreement"). The Creation Agreement provides that the City may begin to annex land within the District and within the

City's extraterritorial jurisdiction at any time after December 21, 1993, and that, after the City has annexed seventy-five percent (75%) of the land within the District, by value or by acreage, the City shall annex the remaining portion of the District lying within its extraterritorial jurisdiction within ninety (90) days. The Creation Agreement further provides that, following annexation, the City may, unless otherwise prohibited by applicable law, charge and collect a special water and sewer rate of \$17.05 per month from each single family dwelling unit or its equivalent to which water and sewer services are provided. This special rate is to be charged, in addition to the City's normal water and sewer rates, until the bonded indebtedness of the District has been retired. The Creation Agreement authorizes the City to recalculate this special water and sewer rate if the total principal amount of bonds for District facilities is greater or less than the total estimated amount used to calculate the \$17.05 special rate, or if, as a result of the subdivision process, the total number of single family units or their equivalents is greater or less than the total number used to calculate the \$17.05 special rate.

SELLER:

\_\_\_\_\_

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

STATE OF TEXAS §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me the \_\_\_\_ day of \_\_\_\_\_, 202\_\_, by \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, on behalf of the \_\_\_\_\_.

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

**PURCHASER IS ADVISED THAT THE INFORMATION SHOWN ON THIS FORM IS SUBJECT TO CHANGE BY THE DISTRICT AT ANY TIME. THE DISTRICT ROUTINELY ESTABLISHES TAX RATES DURING THE MONTHS OF SEPTEMBER THROUGH DECEMBER OF EACH YEAR, EFFECTIVE FOR THE YEAR IN WHICH THE TAX RATES ARE APPROVED BY THE DISTRICT. PURCHASER IS ADVISED TO CONTACT THE DISTRICT TO DETERMINE THE STATUS OF ANY CURRENT OR PROPOSED CHANGES TO THE INFORMATION SHOWN ON THIS FORM.**

The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or prior to execution of a binding contract for the purchase of the real property described in such notice or at closing of purchase of the real property.

PURCHASER:

\_\_\_\_\_

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

STATE OF TEXAS §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, by \_\_\_\_\_.

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

AFTER RECORDING RETURN TO:

## Deborah Pederson

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**From:** Truth-in-Taxation <TnT@traviscountytexas.gov>  
**Sent:** Thursday, August 25, 2022 3:35 PM  
**To:** Truth-in-Taxation  
**Cc:** Bruce Elfant  
**Subject:** 2022 Tax Bills

**Importance:** High

Dear Taxing Entities,

We have been notified by three separate taxing entities that they have issued orders calling for elections this November because they plan on adopting a 2022 tax rate that is higher than their calculated Voter-Approval Rate. This means we will hold off on sending out all of the tax bills until the election results are in and we can determine the correct tax amounts due. Unfortunately, our office is facing unprecedented staffing shortages (like so many other offices) and would not be able to handle the additional workload if we would have to send out thousands of refunds as a result of changing tax rates. We also want to avoid any additional mailing costs to the entities for multiple billings. The election is scheduled for November 8, 2022, which means that tax bills should begin arriving in mailboxes in late November to mid-December.

Delaying the mailout of tax bills due to a tax rate election is not unprecedented, as we did so as recently as 2020, but it can affect early collection disbursements. To help give you an idea of those effects, in 2020, all of the tax bills were mailed by December 14, 2020 and by December 31st, collections were about 8% less than in 2021 when all the bills were mailed on time. However, once the January mail was processed for that year, collections were only about 0.05% less than in 2021, and we still reached a 99% collection rate by July 28<sup>TH</sup>.

Should you have any questions or concerns, please feel free to reach out to me at [Bruce.Elfant@Traviscountytexas.gov](mailto:Bruce.Elfant@Traviscountytexas.gov) or by phone at 512-854-9704.

Thank you,

Truth-in-Taxation team

Travis County Tax Office  
Truth-in-Taxation  
[tnt@traviscountytexas.gov](mailto:tnt@traviscountytexas.gov)  
Fax: 512 854 5488

Christina Cerda  
Tax Manager  
512 854 3858

P.O. Box 1748  
Austin, TX 78767  
2433 Ridgpoint Dr  
Austin, TX 78754

Veronica Ruiz  
Tax Manager  
512 854 7969



Please send all emails to [tnt@traviscountytexas.gov](mailto:tnt@traviscountytexas.gov)



“How am I doing? If you would like to provide feedback on my performance, please e-mail my supervisor [Susan.Zavala@traviscountytexas.gov](mailto:Susan.Zavala@traviscountytexas.gov). Your comments are appreciated.”

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

August 23, 2022

THE STATE OF TEXAS       §  
  §  
COUNTY OF TRAVIS       §

A meeting of the Board of Directors of Northtown Municipal Utility District was held on August 23, 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 Directors Campbell and Amaro, thus constituting a quorum. Also present at times during the meeting were Mona Oliver, the District manager; Allen Douthitt of Bott & Douthitt, PLLC (“Bott & Douthitt”); Richard Fadal of TexaScapes; Scott Foster of 360 Professional Services, Inc. (“360 PSI”); Robert Anderson of Crossroads Utility Services LLC (“Crossroads”); Carter Dean of Armbrust & Brown, PLLC (“A&B”); Lauren Smith of Public Finance Group LLC; Deputy Gonzalez of the Travis County Sherriff’s Office; and Colette Downey, a resident of the District.

Director Richter called the meeting to order at 5:45 p.m. and stated that the Board would first receive resident communications and Board member announcements. There being none, Director Richter stated that the Board would consider the 2022-2023 budget and 2022 tax rate. Ms. Smith first reviewed the 2022 certified taxable values from Travis County attached as **Exhibit “B”** with the Board. She next reviewed the 2022 Tax Rate Analysis prepared by her office attached as **Exhibit “C”** with the Board and recommended that the Board propose a total tax rate of \$0.5945 per \$100 of taxable value for the 2022 tax year. Director Hill noted that while the rate proposed by Ms. Smith was lower than the 2021 tax rate, it would nevertheless increase taxes on the average residence homestead in the District by 7.92%, which he stated was unsustainable if continued over the years. Director Hill suggested that the Board propose either a rate of \$0.5840, or, in the alternative, \$0.5865. Discussion regarding the proposed tax rate ensued. Mr. Douthitt then reviewed the draft budget attached as **Exhibit “D”** with the Board, which he stated was based on an operations and maintenance tax rate of \$0.3565, which was not considered a conservative approach. He then stated that the Budget Committee would meet before the September Board meeting, which would likely result in modifications to the draft budget. Director Hill moved to propose a 2022 tax rate of \$0.5865 per \$100 of taxable value, to schedule a public hearing on the proposed tax rate on Tuesday, September 27, 2022 at 5:45 p.m., and to authorize Mr. Dean’s office to publish notice of the public hearing. Director Capers seconded the motion. Director Richter asked Mr. Douthitt if he had any concerns regarding the rate. Mr. Douthitt stated that, while the rate would cover the District’s budget if all went according to plan, unforeseen expenses could result in the need for additional revenue in the future, which may require raising the tax rate. He stressed that raising the District’s tax rate in the future would likely result in pushback from residents of the District. The Board voted in

{W1180067.1}

**AGENDA ITEM # 4**

favor of proposing a 2022 tax rate of \$0.5865 per \$100 of taxable value, scheduling a public hearing on the tax rate for Tuesday, September 27, 2022 at 5:45 p.m., and authorizing Mr. Dean's office to publish notice of the public hearing, with Directors Richter, Capers, and Hill present and voting "aye". Directors Campbell and Amaro were absent and, therefore, did not vote.

Director Richter next stated that the Board would consider approval of the minutes of July 26, 2022 Board meeting. Upon motion by Director Capers and second by Director Hill, the Board voted 3-0 to approve the minutes, as presented.

Director Richter next recognized Deputy Gonzalez to present the security report. Deputy Gonzalez stated that there had only been one reported incident since the last Board meeting.

Director Richter next stated that the Board would receive the operations manager's report and recognized Mr. Anderson. Mr. Anderson reviewed the operations manager's report attached as **Exhibit "E"** with the Board. He reported that there were 3,154 active connections as of July, that the water loss for the prior reporting period was -3.32%, and that the July water samples were satisfactory. He then presented three write-offs for Board consideration. Upon motion by Director Hill and second by Director Capers, the Board voted 3-0 to approve the write-offs. Mr. Anderson stated that he would present an operations services agreement with Crossroads at the next meeting since the current agreement had expired. Mr. Hill requested that an amendment to the District's rate order be placed on the September agenda to amend the rates to reflect the impending rate operations services rate increases from Crossroads.

Director Richter then stated that the Board would consider landscape maintenance matters and recognized Mr. Fadal. Mr. Fadal presented the landscape maintenance report attached as **Exhibit "F"** and reviewed it with the Board. He then presented the "plant of the month"—Thryallis—which he stated was commonly referred to as the "Rain of Gold" due to its golden-yellow flowers. He added that the plant was native to Mexico and South Texas, was evergreen, drought-tolerant, and considered an accent plant. He then presented Proposal No. 10071 from TexaScapes for maintenance work at the 50-Acre Park soccer field and a proposal from TCB Construction Inc. for related maintenance work at the soccer field, attached collectively as **Exhibit "G"**. Upon motion by Director Hill and second by Director Capers, the Board voted 3-0 to approve both proposals.

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 "H"**. Ms. Oliver reviewed the Restrictive Covenant Committee report and the monthly expenditure report with the Board. She next reviewed the report from Texas Disposal Systems with the Board and stated that Texas Disposal Systems was requesting an increase to compensation, which would require an amendment to the current solid waste collection agreement. At the direction of Director Hill, Mr. Dean stated that he would review the compensation increase request from Texas Disposal Systems, when received, and include an amendment incorporating the price increase on the next agenda for the Board's consideration. Ms. Oliver then reviewed the proposal from Stripe-it-up attached as **Exhibit "I"** for restriping the Stony Creek Park parking lot. Mr. Foster recommended that the proposal be approved for an amount not to exceed \$16,000, so that Wildflower Park and 50-Acre Park could be included in the work. Upon motion by Director Hill and second by Director Capers, the Board voted 3-0 to approve the proposal, as modified not to exceed \$16,000. Ms. Oliver then requested authorization to purchase new office chairs from Nation Business Furniture. Upon motion by Director Hill and second by Director Capers, the Board voted 3-0 to so-authorize Ms. Oliver.

Director Richter next stated that the Board would consider matters related to construction of the District's new facilities. Mr. Foster reviewed Pay Application No. 17 from STR Constructors for the office and pavilion construction project attached as **Exhibit "J"** with the Board and recommended approval. Upon motion by Director Capers and second by Director Hill, the Board voted 3-0 to approve Pay Application No. 17. Mr. Foster then provided a report regarding the status of the office and pavilion project, noting that he expected the project to be complete and ready for acceptance in October. Director Hill suggested that the District hold a "grand opening" for the new facilities upon their completion. Director Capers agreed and stated that the logistics of the event would need to be planned well in advance.

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 "K"** with the Board. Mr. Foster stated that the Village at Northtown Section 2, Phases 1 and 2 Single Family project was expected to be complete and ready for acceptance in September. Mr. Foster next reported that the Village at Northtown Multifamily (North Wells Branch/The Parker) was currently leasing apartments in the completed sections and would be finally complete in 2023. Mr. Foster then stated that he had not yet heard back from the Texas Commission on Environmental Quality regarding the District's application for a waiver from the emergency preparedness plan since he had answered follow-up questions.

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 "L"**, 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. Upon motion by Director Hill and second by Director Capers, the Board voted 3-0 to approve the transfers and the payment of bills and invoices.

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 recognized Mr. Dean for the purpose of receiving the attorney's report. Mr. Dean reported that he and Director Capers had participated in a Zoom conference with Randy Wilburn and representatives from the other water districts that had engaged Mr. Wilburn regarding the status of ongoing wholesale water and wastewater contract negotiations with the City of Austin. He stated that, generally, little progress had been made, as the City of Austin was unreceptive to most requested revisions. Mr. Dean reminded the Board that the District's current contract with the City of Austin did not expire until January 2026.

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



Date: September 27, 2022

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Christopher Capers, Secretary  
Board of Directors

# Crime Stats

Date	Crime	Location	Notes
8/5/2022	THEFT/AUTO PARTS	147xx HARCOURT HOUSE LN	
8/6/2022	THEFT/AUTO PARTS	13xx TUDOR HOUSE RD	
8/6/2022	THEFT	144xx SPEARMINT TEA TRL	
8/8/2022	AUTO THEFT	137xx Merseyside Dr	
8/9/2022	THEFT/AUTO PARTS	1xx SEGOVIA WAY	

AGENDA ITEM # 5 (a)



## UTILITY MANAGER'S REPORT

### Northtown Municipal Utility District Board of Directors Meeting



September 27, 2022

AGENDA ITEM # 6

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

**GENERAL INFORMATION**

Occupied Single Family Connections	<u>3099</u>	x 3 =	<u>9297</u>
Vacant Single Family Connections	<u>14</u>		
Vacant Irrigation Connections	<u>1</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>5</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>3172</u>		<u>11787</u> Estimated Population

**BACTERIOLOGICAL ANALYSES**

<u>5</u>	Water sample(s) taken on	<u>08/18/22</u>	All bacterial samples were satisfactory.
<u>5</u>	Water sample(s) taken on	<u>08/25/22</u>	All bacterial samples were satisfactory.

**WATER ACCOUNTING**

Pumped through master meter(s)				
from	<u>08/01/22</u>	to	<u>08/31/22</u>	<u>32,368,000</u> Gallons
Total Gallons Received/Billing Period				
from	<u>06/24/22</u>	to	<u>07/27/22</u>	<u>37,409,000</u> Gallons
Total Gallons Billed				
from	<u>06/24/22</u>	to	<u>07/27/22</u>	<u>35,142,000</u> Gallons
Flushing	<u>06/24/22</u>	to	<u>07/27/22</u>	<u>121,000.0</u> Gallons
Billing Adjustments				
from	<u>06/24/22</u>	to	<u>07/27/22</u>	<u>0</u> Gallons
Gallons gain/loss				<u>(2,146,000)</u> Gallons
Percentage gain/loss				<u>-5.74%</u>

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

Current Billing

Basic Service	106,357.02	
Water	192,804.19	
Sewer	122,895.12	
TCEQ	1,588.54	
Deposit	10,650.00	
Misc	<u>19,799.00</u>	
 Total Current Billing		 \$454,093.87

Aged Receivables

Thirty (30) Days	\$41,224.32	
Sixty (60) Days	2,035.11	
Ninety (90) Days	170.33	
One Hundred Twenty (120) Days	<u>3,245.66</u>	
Billed Arrears	46,675.42	
Credit Bal Fwd	<u>-19,225.65</u>	
 Total Aged Receivables		 \$27,449.77

Accounts Receivables

Penalty	6,842.99	
Basic Service	102,818.07	
Water	152,493.83	
Sewer	112,060.00	
TCEQ	1,222.87	
Deposit	\$8,850.00	
Miscellaneous	<u>19,805.81</u>	
	404,093.57	
 Total Accounts Receivables		 \$404,093.57

Deposit Liability

Balance As Of	07/11/22	\$680,106.71
Collections		15,214.27
Deposits Applied		<u>-10,650.00</u>
 Balance As Of	 08/10/22	 \$684,670.98

**NORTHTOWN MUNICIPAL UTILITY DISTRICT**

**Billing Report**

**August**

<b>Connections</b>	<b>July</b>	<b>August</b>
Active	3154	3160
Inactive	14	14
Total	3168	3174

New Connects	0	0
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**Billing Recap**

	<b>July</b>	<b>August</b>
<b>Current Billing</b>	<b>\$364,813.29</b>	<b>\$454,093.87</b>
Water	\$133,174.57	\$192,804.19
Sewer	\$114,130.28	\$122,895.12
State Assessment	\$1,246.26	\$1,588.54
Basic Service	\$106,262.18	\$106,357.02
Miscellaneous	\$0.00	\$19,799.00
Deposit	\$10,000.00	\$10,650.00
<b>Current Payments</b>	<b>\$371,433.03</b>	<b>\$404,093.57</b>
<b>Arrears</b>	<b>July</b>	<b>August</b>
30 Day	\$38,216.46	\$41,224.32
60 Day	\$1,304.27	\$2,035.11
90 Day	\$124.05	\$170.33
120 Day	\$3,176.57	\$3,245.66
<b>Gross Arrears</b>	<b>\$42,821.35</b>	<b>\$46,675.42</b>

<b>Month</b>	<b>July</b>	<b>August</b>
Total Customers	3168	3174
Letters	498	463
Disconnects	48	19

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

DATE FROM	DATE TO	MASTER METER	CONSUMPTION TOTALS	FLUSHING TOTALS	BILLING ADJUSTMENTS	GALLONS UNACCOUNTED	PERCENT GAIN/LOSS
09/30/19	10/28/19	28,465.4	27,596.0	51.0	(46.0)	-864.4	-3.04%
10/29/19	11/25/19	28,100.9	27,140.0	51.0	(46.0)	-955.9	-3.40%
11/26/19	12/27/19	21,268.9	20,087.0	51.0	(13.0)	-1143.9	-5.38%
12/28/19	01/30/20	21,503.9	20,226.0	48.0	(40.0)	-1269.9	-5.91%
01/31/20	02/28/20	17,649.7	16,888.0	48.0	(59.0)	-772.7	-4.38%
02/29/20	03/30/20	19,505.0	19,176.0	73.5	(1,070.0)	-1325.5	-6.80%
03/31/20	04/29/20	21,932.0	20,676.0	61.5	(83.0)	-1277.5	-5.82%
04/30/20	05/29/20	23,209.0	22,141.0	61.5	(92.0)	-1098.5	-4.73%
05/30/20	06/29/20	26,508.0	24,962.0	48.0	(89.0)	-1587.0	-5.99%
06/30/20	07/29/20	30,654.0	30,354.7	39.7	-	-259.6	-0.85%
07/30/20	08/28/20	31,232.0	29,041.0	48.0	-	-2143.0	-6.86%
08/29/20	09/29/20	25,944.0	24,413.0	43.5	-	-1487.5	-5.73%
<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%
01/27/22	02/28/22	20,936.0	19,859.0	67.5	-	-1009.5	-4.82%
03/01/22	03/28/22	19,510.0	17,810.0	48.0	-	-1652.0	-8.47%
03/29/22	04/27/22	25,975.0	23,512.0	157.0	-	-2306.0	-8.88%
04/28/22	05/26/22	25,606.0	23,075.0	107.3	-	-2423.7	-9.47%
05/27/22	06/23/22	28,653.0	27,654.0	47.3	-	-951.7	-3.32%
06/24/22	07/27/22	37,409.0	35,142.0	121.3	-	-2145.7	-5.74%
<b>TOTALS</b>		274,111.0	258,726.0	792.1	-	(14,593.0)	---
<b>AVERAGE</b>		24,919.2	23,520.5	72.0	-	(1,326.6)	-5.32%

**NORTHTOWN MUNICIPAL UTILITY DISTRICT**

**Water Report**

August-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	22,763
April	23,185	12,957	22,182	23,806	25,955
May	27,596	22,203	24,751	23,113	27,691
June	26,292	22,308	27,650	24,121	31,151
July	27,286	25,733	30,449	24,990	33,802
August	27,286	19,975	37,691	25,512	32,368
September	21,624	27,539	31,636	29,383	
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>213,707</b>

**Bacteriological Analyses**

Samples: satisfactory taken on 8/18/22, 8/25/22.

**Chlorine Residual**

	<b>August</b>
Average	2.1
Maximum (4.0)	2.3
Minimum (0.5)	1.9

**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	17,357
April	15,060	14,881	16,608	16,685	18,421
May	15,883	15,597	16,834	17,978	17,141
June	16,651	15,290	17,042	16,190	16,956
July	15,933	14,310	17,187	18,157	16,565
August	16,304	14,947	18,367	16,734	17,836
September	16,386	14,979	18,735	17,557	
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>136,307</b>

**Northtown MUD  
Water Usage Analysis**

Billing Period	Residential (gallons)	Builder (gallons)	School (gallons)	Non-Profit (gallons)	Fire Hydrant (gallons)	Multi-Family (gallons)	Irrigation (gallons)	Commercial (gallons)	District (gallons)	Monthly Totals (gallons)	Number of Residential Connections	Average Usage	Letters	Terminations
October 2018	14,565,000	-	112,000	10,000	194,000	1,717,000	1,985,000	399,000	-	18,982,000	2,966	4.9	438	22
November 2018	15,210,000	-	126,000	-	9,000	1,805,000	2,003,000	355,000	-	19,508,000	2,966	5.1	511	28
December 2018	13,678,000	-	89,000	5,000	116,000	1,751,000	1,067,000	470,000	-	17,176,000	2,966	4.6	461	25
January 2019	12,647,000	-	111,000	1,000	57,000	1,060,000	776,000	292,000	-	14,944,000	2,966	4.3	499	19
February 2019	15,160,000	-	85,000	-	20,000	1,983,000	2,338,000	317,000	-	19,903,000	2,966	5.1	490	24
March 2019	13,068,000	-	120,000	8,000	242,000	1,662,000	835,000	277,000	-	16,212,000	2,966	4.4	419	31
April 2019	13,747,000	-	97,000	23,000	381,000	1,535,000	973,000	279,000	-	17,035,000	2,966	4.6	367	22
May 2019	15,178,000	-	121,000	16,000	829,000	2,312,000	1,635,000	604,000	-	20,695,000	2,966	5.1	428	15
June 2019	14,370,000	-	132,000	21,000	469,000	2,523,000	1,584,000	779,000	23,000	19,901,000	2,966	4.8	491	24
July 2019	14,451,000	-	24,000	29,000	871,000	2,412,000	1,487,000	764,000	134,000	20,172,000	2,966	4.9	448	29
August 2019	18,176,000	-	22,000	41,000	245,000	2,606,000	1,461,000	1,541,000	94,000	24,186,000	2,966	6.1	427	22
September 2019	19,733,000	-	123,000	29,000	162,000	2,481,000	3,484,000	1,497,000	60,000	27,569,000	2,966	6.7	408	19
<b>Total</b>	<b>179,983,000</b>	<b>-</b>	<b>1,162,000</b>	<b>183,000</b>	<b>3,595,000</b>	<b>23,847,000</b>	<b>19,628,000</b>	<b>7,674,000</b>	<b>311,000</b>	<b>236,283,000</b>				
October 2019	18,436,000	219,000	127,000	27,000	802,000	3,061,000	3,602,000	1,196,000	-	27,470,000	2,966	6.2	513	34
November 2019	17,534,000	1,415,000	134,000	28,000	371,000	2,420,000	2,178,000	516,000	-	24,596,000	2,966	5.9	462	21
December 2019	21,513,000	189,000	103,000	27,000	153,000	3,008,000	2,905,000	294,000	-	28,192,000	2,966	7.3	523	24
January 2020	14,945,000	122,000	104,000	23,000	179,000	2,751,000	1,325,000	629,000	-	20,078,000	2,966	5.0	434	50
February 2020	15,135,000	133,000	100,000	12,000	33,000	2,512,000	1,873,000	415,000	-	20,213,000	2,966	5.1	100	9
March 2020	13,561,000	79,000	93,000	19,000	40,000	1,755,000	993,000	348,000	-	16,888,000	2,966	4.6	-	0
April 2020	14,773,000	102,000	89,000	11,000	33,000	2,038,000	1,722,000	399,000	-	19,167,000	2,972	5.0	-	0
May 2020	16,275,000	151,000	8,000	22,000	0	2,127,000	1,795,000	286,000	-	20,664,000	2,974	5.5	-	0
June 2020	16,981,000	271,000	18,000	13,000	0	2,321,000	2,198,000	338,000	-	22,140,000	2,981	5.7	-	0
July 2020	18,867,000	333,000	13,000	33,000	0	2,621,000	2,651,000	419,000	-	24,937,000	2,981	6.3	-	0
August 2020	23,782,000	787,000	74,000	52,000	0	2,568,000	2,293,000	798,000	-	30,354,000	3,027	7.9	-	0
September 2020	19,958,000	964,000	43,000	16,000	0	5,384,000	1,680,000	996,000	-	29,041,000	3,040	6.6	-	0
<b>Total</b>	<b>211,760,000</b>	<b>4,765,000</b>	<b>906,000</b>	<b>283,000</b>	<b>1,611,000</b>	<b>32,566,000</b>	<b>25,215,000</b>	<b>6,634,000</b>	<b>-</b>	<b>283,740,000</b>				
October 2020	18,976,000	155,000	44,000	21,000	39,000	3,748,000	1,204,000	27,000	199,000	24,413,000	3,041	6.2	527	0
November 2020	15,283,000	128,000	48,000	16,000	32,000	4,591,000	1,353,000	861,000	176,000	22,488,000	3,043	5.0	500	0
December 2020	16,535,000	208,000	18,000	26,000	30,000	2,129,000	1,445,000	721,000	-	21,112,000	3,049	5.4	523	0
January 2021	13,551,000	96,000	49,000	21,000	0	5,000,000	1,004,000	1,309,000	1,001,000	22,031,000	3,053	4.4	445	0
February 2021	10,350,000	35,000	54,000	27,000	0	4,414,000	648,000	3,093,000	303,000	18,924,000	3,059	3.4	312	0
March 2021	14,007,000	14,000	44,000	26,000	0	4,594,000	505,000	2,480,000	93,000	21,763,000	3,071	4.6	357	0
April 2021	14,196,000	17,000	40,000	17,000	0	1,293,000	1,067,000	1,486,000	95,000	18,211,000	3,071	4.6	416	0
May 2021	16,955,000	36,000	97,000	23,000	0	1,886,000	1,742,000	2,198,000	124,000	23,061,000	3,064	5.5	-	0
June 2021	14,883,000	50,000	112,000	12,000	700,000	2,273,000	1,282,000	545,000	128,000	19,985,000	3,072	4.8	402	60
July 2021	13,468,000	9,000	56,000	34,000	0	5,210,000	1,079,000	3,793,000	201,000	23,850,000	3,076	4.4	399	32
August 2021	16,283,000	9,000	25,000	31,000	83,000	2,141,000	1,479,000	1,384,000	177,000	21,612,000	3,167	5.1	384	36
September 2021	18,447,000	25,000	100,000	37,000	62,000	2,597,000	2,370,000	1,338,000	298,000	25,274,000	3,167	5.8	329	37
<b>Total</b>	<b>182,934,000</b>	<b>782,000</b>	<b>687,000</b>	<b>291,000</b>	<b>946,000</b>	<b>39,876,000</b>	<b>15,178,000</b>	<b>19,236,000</b>	<b>2,796,000</b>	<b>262,724,000</b>				
October 2021	17,330,000	53,000	107,000	19,000	10,000	5,415,000	2,626,000	2,900,000	407,000	28,867,000	3,167	5.5	420	28
November 2021	17,692,800	18,000	121,000	13,000	8,000	1,054,200	2,845,000	1,382,000	190,000	23,324,000	3,167	5.6	422	31
December 2021	17,297,000	9,000	111,000	1,000	8,000	1,348,000	1,241,000	2,423,000	185,000	22,623,000	3,167	5.5	418	21
January 2022	13,630,000	7,000	84,000	34,000	0	1,136,000	1,340,000	1,614,000	130,000	17,975,000	3,163	4.3	476	9
February 2022	10,442,000	6,000	68,000	17,000	0	4,297,000	994,000	2,899,000	162,000	18,885,000	3,168	3.3	418	26
March 2022	11,130,000	18,000	104,000	1,000	0	4,839,000	224,000	3,438,000	105,000	19,859,000	3,168	3.5	368	31
April 2022	12,743,000	6,000	95,000	1,000	74,000	1,903,000	811,000	2,050,000	127,000	17,810,000	3,168	4.0	368	31
May 2022	12,025,000	6,000	149,000	-	401,000	4,918,000	2,307,000	3,508,000	198,000	23,512,000	3,169	3.8	400	27
June 2022	12,189,000	8,000	100,000	1,000	14,601,000	5,559,000	2,228,000	3,407,000	210,000	38,303,000	3,169	3.8	494	40
July 2022	13,953,000	10,000	44,000	-	0	5,755,000	2,064,000	3,091,000	262,000	25,179,000	3,168	4.4	498	48
August 2022	18,397,015	12,000	31,000	-	0	7,068,000	3,160,000	4,553,000	371,000	33,592,015	3,172	5.8	463	19
<b>Total</b>	<b>166,828,815</b>	<b>153,000</b>	<b>1,014,000</b>	<b>87,000</b>	<b>15,102,000</b>	<b>43,292,200</b>	<b>19,840,000</b>	<b>31,265,000</b>	<b>2,347,000</b>	<b>269,929,016</b>				
<b>Active</b>	<b>3099</b>	<b>5</b>	<b>2</b>	<b>0</b>	<b>4</b>	<b>6</b>	<b>28</b>	<b>2</b>	<b>11</b>	<b>3172</b>				
<b>Vacant</b>	<b>14</b>						<b>1</b>							

**NORTHTOWN MUNICIPAL UTILITY DISTRICT  
WATER REPAIR LOG > \$500  
August 2022**

DATE	ADDRESS	PROBLEM	COST
01/02/18	IN DISTRICT	SPECIAL MAILING	\$2,370.25
02/01/19	13806 CAMBOURNE DR	EXCAVATED TO REPAIR BROKEN HYDRANT INSTALL REPAIR KIT	\$1,158.09
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 EXCAVATED DOWN 3' CRIMPED LINE. INSTALLED UBRANCH. FLUSHED, BACKFILL & CLEANED SITE	\$781.98
10/31/19	13709 GREINERT DR	ASSISTED CONTRACTOR W/FINDING HIGH WATER PRESSURE IN AREA.	\$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>
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
05/19/20	IN DISTRICT	REMOVE DIRT AND SURVEY METER BOXES	\$531.05
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.	\$2,599.35
08/19/20	1108 OLYMPIC DR	REPLACED CONCRETE AFTER TAP REPAIR.	\$1,459.93
<b>TOTAL FOR 2020</b>			<b>\$12,040.70</b>
04/19/21	IN DISTRICT	REPAIR METER	\$640.43
04/19/21	13806 CAMBOURNE DR	LANDSCAPE AFTER WATER MAIN REPAIR.	\$851.18
04/19/21	15217 VALERIAN TEA DR	REPLACED BROKEN CURBSTOP. HOMEOWNER REPORTED LEAK.	\$1,003.79
05/05/21	1709 DARJEEUNG DR	HOUSELINE LEAK WORK COMPLETE.	\$829.15
06/10/21	14212 TEA ROOM CV	REPLACED BROKEN CURB STOP. CRIMPED & REPAIRED ANGLE STOP.	\$2,104.05
07/12/21	812 TWISTED FENCE DR	ASPHALT AFTER REPAIR.	\$1,375.38
08/05/21	1408 VANILLA BEAN	COMPLETE WORK ON FIRE HYDRANT. DUG DOWN EXPOSED BROKEN EXTENSION. REPLACED AND PUT NEW HYDRANT AS WELL. FINISHED WITH BACKFILL GRAVEL AND LOAM.	\$4,815.05
8/17/21	IN DISTRICT	SERVICED FIRE HYDRANTS. EXCAVATED TWO FIRE HYDRANT LOCATIONS. REPAIRED THE BARREL AND BACKFILLED.	\$2,030.04
09/30/21	IN DISTRICT	INSPECTIONS.	\$1,219.51
09/29/21	701 WATSON WAY	FOUND LEAKING BLOW OFF VALVE. CLOSED OFF VALVE TO ISOLATE LEAK. PUMPED OUT GROUND WATER AND CHIPPED AWAY CONCRETE. MADE REPAIR.	\$2,916.66
07/20/21	910 CRIEFF CROSS	DISTRICT LINES CLEARED. TELEVISED LINE AND LOCATED BREAK. CUT OUT SIDE WALK AND DUG DOWN 5FT TO EXPOSE BREAK	\$7,870.38
08/12/21	1212 OLYMPIC DR	EXCAVATED DOWN 3FT TO CLEAN OUT CAP STUCK IN STACK. USED HYDRO VAC TO GET DEBRIS OUT.	\$5,917.84
12/03/21	IN DISTRICT	ASPHALT AFTER REPAIR	\$1,091.78
12/03/21	13714 LETTI LN	CONCRETE WORK COMPLETED. EXCAVATED MATERIAL OUT TO PREP FOR CONCRETE.	\$3,295.97
12/17/21	IN DISTRICT	WATER SYSTEM WORK COMPLETED	\$719.81
12/17/21	IN DISTRICT	PURCHASED NEW FH METER WITH BACKFLOW - INSTALLED METER	\$1,743.58
<b>TOTAL FOR 2021</b>			<b>\$38,455.16</b>
01/29/22	13722 LAMPTING DR	HOUSELINE LEAK. REPLACED THE SHUT OFF VALVE DUE TO METER CHANGE OUT. FIXED LEAK AND FLUSHED SYSTEM AND BACKFILLED HOLES.	\$555.82
01/13/22	IN DISTRICT	SUBCONTRACT WORK COMPLETED AT FACILITY. PRESSURE LOGGER INSTALLED.	\$1,387.67
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 FH METER FOR INSPECTION AND REPAIR AT FMS	\$572.06
02/07/22	1213 STAPLE CV	LEAK REPAIRED WITH CRIMPED LINE. CRIMPED LINE LEAK REPAIRED BROKEN SERVICE LINE. REPAIRED LINE AND BACKFILLED AND CLEANED	\$781.26
02/28/22	IN DISTRICT	WATER SYSTEM WORK COMPLETE. CUSTOMER REPORTED HIGH PRESSURE. FOUND THAT THE PRV WAS OPEN TO SYSTEM WITHOUT SETTING PRV. ADJUSTED AND CHECKED PRESSURE.	\$513.00
03/08/22	IN DISTRICT	WATER SYSTEM WORK COMPLETE. MAINTENENCE ON STANDBY FROM FREEZE.	\$711.55
04/27/22	IN DISTRICT	SUBCONTRACT WORK COMPLETED AT FACILITY. BACKFLOW PREVENTER TESTING	\$1,504.43
05/07/22	IN DISTRICT	WATER SYSTEM WORK COMPLETE. EXPOSED OLD SERVICE LINE LEAK REPAIR NEXT TO JO MARKET TO VERIFY IF NEW LEAK HAD CREATED DEPRESSION IN ROAD. GROUND WAS SATURATED 4FT BELOW SURFACE AND HOLE FILLED WITH 2FT OF WATER ONCE EXPOSED. NO LEAK FOUND AND NO TRACE OF CHLORINE. BACKFILLED HOLE WITH GRAVEL AND FLOWFILL.	\$6,048.29
06/23/22	IN DISTRICT	COMPLETE WORK ON FH. BOLTS FOUND BROKEN ON THE BOTTOM OF HYDRANT. INSTALLED A NEW TRAFFIC REPAIR KIT 14412 HARRIS RIDGE BLVD.	\$615.46
06/23/22	IN DISTRICT	MARKED DISTRICT LINE. LOCATES REQUESTED BY CONTRACTOR. TALKED AREA MAPS AND EMAILED ON SITE. LOCATED IN FIELD ON 5/19.	\$581.21
06/23/22	IN DISTRICT	REFER TO MAINT. CHECKED PRV IF IT WAS BROKEN. SETTINGS WERE ALMOST DBL PRESSURE BUT NORMAL. COA PRV UPSTREAM OF HARRIS RIDGE FAILED. COA CONTACTED. ISOLATED MM UNTIL REPAIRED 5/20.	\$2,280.07
06/23/22	13808 LETTI LN	HOUSELINE LEAK. SERVICE LINE WAS LEAKING UNDER CUSTOMERS DRIVEWAY. CUT OUT PATCH AREA TO EXCAVATE AND EXPOSE LINE. FOUND BLOWN OFF FITTING. TURNED WATER OFF AND MADE OUR REPAIR. BACKFILLED WITH GRAEL AND ROAD BASE AND CLEANED SITE. WILL RETURN FOR CONCRETE.	\$3,702.34
07/11/22	13921 JOHN HENRY FAULKNER	INSTALLED METER. PICKED UP METERS AND INSTALLED 1" METER. THE 2" POLY LINE NEEDED TO BE ADJUSTED TO BETTER LOCATION DUE TO IT BEING TOO CLOSE TO THE 1". MOVED THE LINE AND INSTALLED 2" METER. LOCATION JOHN HENRY FAULK DR PARK.	\$2,948.50
06/30/22	IN DISTRICT	WHERE IS THE NEW LINE? THE NEW LINE WAS 11 FEET FROM THE METER. MESSING WILL NEED TO DIG AND REPLACE. LOCATION: 14401 THE LAKES	\$3,346.74
06/30/22	IN DISTRICT	COMPLETE WORK ON FH HYDRANT WAS HIT BY CAR. REPORTED BY SURVEYING COMPANY. REINSTALLED HYDRANT WITH NEW TRAFFIC REPAIR KIT.	\$731.47
06/30/22	ARJEEUNG DR	LANDSCAPED AFTER TAPLINE REPAIR. PREPPED FOR CONCRETE PATCH GOT RID OF SPOILS. CLEANED UP SITE WASHED DOWN CUSTOMERS DR. WAY. POURED NEW CONCRETE INTO PATCH AND FINISHED IT ONCE IT DRIED.	\$1,095.13
06/30/22	1513 DARJEEUNG DR	REPLACED BROKEN CURBSTOP ANGLE STOP WAS LEAKING FROM THE NUT UNDER THE CURBSTOP. DUG UP METER BOX AND CRIMPED COPPED LINE 1". REPLACED CURVSTOP AND UNCRIMPED LIN. FLUSHED LINE AND BACHFILLED.	\$505.58
06/30/22	1521 DARJEEUNG DR	REPLACED BROKEN DISCHARGE. ANGLE STOP WAS LEAKING FROM THE NUT UNDER CURB STOP. DUG UP METER BOX AND CRIME CORPE. FLUED R LINE CHANFED ANGLE STOP THEN UNCRIMPED LINE AND BACKFILLED FLUSHED LINE.	\$508.58
08/08/22	14000 The Lakes Blvd 8X2	COMPLETE WORK ON FH. TOOK HYDRANT APART, FOUND TOP BOLTS SHEARED OFF. NEEDED TO DIG UP AND REPLACE. MARKED LOCATION.	\$5,542.23
08/26/22	IN DISTRICT	PULLED HYDRANT METER AND DROPPED OFF TO HAVE BACKFLOW DEVICE INSTALLED	\$1,219.32
08/17/22	13800 GREINERT DR	EXCAVATED & REPAIRED SHRUNK TAP LEAK. DUG DOWN 3 FT TO EXPOSE 1" COPR AND MAIN LINE. ISOLATED LEAK FROM COPR AND CUT OUT BAD POLY. USED COPPLING AND NEW POLY FOR REPAIR. FLUSHED SERVICE AND PRESSURE TESTED REPAIR. BACKFILLED WITH GRAVEL AND BASE	\$3,383.03
<b>TOTAL FOR 2022</b>			<b>\$40,835.03</b>

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

**August 2022**

DATE	ADDRESS	PROBLEM	COST
04/23/18	1001 PEPPERMINT TRAIL	CONCRETE WORK COMPLETED	\$1,049.27
08/30/18	NTWN LS1 HARRIS RIDGE	SANITARY SYWSTEM WORK COMPLETE	\$969.36
10/12/18	IN DISTRICT	SANITARY SYWSTEM WORK COMPLETE	\$36,270.25
10/12/18	IN DISTRICT	FM TIE INS AT COA MH DETERIORATED. WORK COMMENCED WITH EXPOSING LINE. ONCE EXPOSED FOUND LEAK TEMPORARY MH WAS INSTALLED, TWO ADDITIONAL MHS INSTALLED.	\$78,639.26
11/30/18	13612 #A HARRIS RIDGE BLV	GRINDER PUMP PROBLEM. CONTACTED WWTS TO PUMP & CLEAN WET WELL.	\$908.60
11/16/18	NTWN LS2-TUDOR HOUSE	HAUL OFF SPOILS TO OFFICE	\$1,263.95
12/07/18	IN DISTRICT	HAULED OFF DEBRIS AFTER REPAIR	\$992.10
01/14/19	14720 LIPTON LN	BLOCKAGE IN DISTRIC LINE	\$776.13
02/14/19	13805 CEYLON TEA DR	SANITARY SYSTEM WORK COMPLETE	\$937.55
04/12/19	1213 SWEET LEAF LN	LINE CLEARING	\$1,503.30
04/10/19	IN DISTRICT	SANITARY SYSTEM WORK COMPLETE	\$1,105.00
05/06/19	IN DISTRICT	INSPECTED FOR INFLOW & INFILTRATION.	\$2,148.94
07/03/19	IN DISTRICT	RAISED MANHOLE SURVEY IN CREEK	\$3,165.91
07/30/19	IN DISTRICT	COORDINATION OF FM REPAIR AT DESSAU.	\$27,835.49
07/26/19	IN DISTRICT	TRAFFIC CONTROL FOR LANE. SHUT DOWNS NEEDED FOR WATER TRANSPORT	\$6,363.89
04/13/20	1106 OLYMPIC DRIVE	HAND MIXED 40 BAGS OF CONCRETE. PUT ORANGE FENCE AND SIGNS BACK UP. POURED CONCRETE.	\$2,231.81
04/15/20	IN DISTRICT	PERFORMED MANHOLE SURVEY	\$2,231.81
04/29/20	125 SEGOVIA WAY	BLOCKAGE IN DISTRICT LINE - FIXED.	\$2,231.81
05/27/20	14313 TEA CUP LN	EXCAVATED & REPAIRED SANITARY LINE.	\$2,231.81
06/04/20	14313 TEA CUP LN	CONCRETE WORK COMPLETED.	\$1,335.34
09/02/20	13702 CAMBOURNE DR	EXCAVATED & REPAIRED SANITARY LINE.	\$5,929.54
01/15/21	13805 CEYLON TEA CIR	EXCAVATED & REPAIRED SANITARY LINE.	\$4,606.89
01/14/21	13801 CEYLON TEA CIR	EXCAVATED & REPAIRED SANITARY LINE.	\$3,607.51
02/05/21	13805 CEYLON TEA CIR	CONCRETE WORK COMPLETED	\$2,403.78
03/22/21	125 BLUE FLAX LN	EXCAVATED & REPAIRED SANITARY LINE.	\$2,669.66
03/31/21	13611 CAMBOURNE DR	EXCAVATED & REPAIRED SANITARY LINE.	\$2,201.82
03/31/21	13611 CAMBOURNE DR	RAKED OUT DIRT AND PUT DOWN GRASS.	\$523.58
04/12/21	13806 CAMBOURNE DR	EXCAVATED & REPAIRED SANITARY LINE.	\$3,357.11
05/20/21	13927 CONNER DOWNS DR	TELEVISED SEWER LINE.	\$959.39
05/13/21	13801 GREINERT DR	SANITARY SYSTEM WORK COMPLETE.	\$527.07
09/30/21	IN DISTRICT	EXCAVATED & REPAIRED SANITARY LINE. CONTRACTOR HIT DISTRICT LINE WHEN INSTALLING NEW DISTRICT LINE. WE MADE CUSTOMER PROBLEM - DISTRICT LINES CLEAR. SEWER DISTRICT SIDE IS BACKED UP. USED JETTER TO PUSH ROOT BLOCKAGE OUT. 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	EXCAVATED AND REPAIRED SANITARY LINE. DUG DOWN AND EXPOSED BROKEN SEWER PIPE. CUT OUT BROKEN PIPE AND REPLACED WITH NEW PARTS. BACKFILLED AND CLEANED SITE.	\$2,905.66
01/25/22	13918 MERSEYSIDE DR	CUSTOMER PROBLEM - DISTRIC LINES CLEAR. NO BACK UPS ON DISTRICT SIDE. JETTED FROM 6" CLEAN OUT TO MAIN. STILL FOUND MET WITH CONTRACTOR WALKTHROUGH PERFORMED WITH PITTS AND DISTRICT ENGINEERS OF NEW UTILITIES.	\$519.16
02/28/22	IN DISTRICT	CUSTOMER PROBLEM - DISTRICT LINES CLEAR. FOUND BOTH SERVICES BACKED UP ON ARRIVAL. TRIED TO JET OUT BOTH LINES. THEN USED AUGER TO CUT ROOTS FOUND IN LINE.	\$549.91
03/10/22	13802 CAMBOURNE DR	CUSTOMER PROBLEM - DISTRICT LINES CLEAR. FOUND BOTH SERVICES BACKED UP ON ARRIVAL. TRIED TO JET OUT BOTH LINES. THEN USED AUGER TO CUT ROOTS FOUND IN LINE.	\$951.93
03/30/22	13802 CAMBOURNE DR	EXCAVATED & REPAIRED SANITARY LINE. EXCAVATED 12 FT DEEP ON A 6" IN MAIN THAT WAS CRACKED AT THE WYE. CLEARED OUT DIRT. BACKFILLED AND CLEANED SITE.	\$10,654.18
05/25/22	IN DISTRICT	VECTOR TRUCK WORK-COMLETE. USED VECTOR TO CLEAN LINES BETWEEN MANHOLES. 700 EAST WELLS BRANCH. NEW DISTRICT BLDG.	\$793.46
05/25/22	IN DISTRICT	SANITARY SYSTEM WORK COMPLETE. SURVEYED MANHOLES;CHECKED CONDITION OF MANHOLES, CREEKS AND STORM PONDS. NO SIGNS OF I71. REPLACED MISSING BOLTS AS NEEDED.	\$2,160.93
06/23/22	IN DISTRICT	CENTRAL MAINT WORK COMLETED. RELOCATED UNUSED FORCE MAIN. MATERIAL AT THE OFFICE WITH HEAVY MACHINE. 40FT STICKS OF 16" PIPING.	\$2,926.91
<b>TOTAL FOR 2022</b>			<b>\$48,643.66</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  
Aug-22**

<b>NAME:</b>	<b>Owner / Renter</b>	<b>Date Finaled</b>	<b>Write-Off</b>	<b>Deposit Applied</b>
Lashona Simonton	Owner	7/18/2022	\$140.51	\$150.00
Martin Martinez	Renter	7/1/2022	\$143.00	\$300.00
Amber Young	Owner	7/25/2022	\$217.32	\$150.00
Esmeralda Morales	Renter	7/25/2022	\$419.89	\$150.00
Pamela Faye Schjang	Renter	8/9/2022	\$270.70	\$450.00
Joann Chavez	Renter	8/2/2022	\$90.23	\$300.00
Corey Buggs	Renter	7/5/2022	\$458.19	\$300.00
			<b>\$1,739.84</b>	

Approved by the Board of Directors at the meeting held on August 23, 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	\$ -	\$ 156.90
COLLECTED	\$ -	\$ -	\$ -
<b>MAY</b>			
WRITE-OFF	\$ 118.38	\$ 5,502.46	\$ 1,070.12
COLLECTED	\$ -	\$ -	\$ -
<b>JUNE</b>			
WRITE-OFF	\$ -	\$ 1,130.42	\$ 732.92
COLLECTED	\$ -	\$ -	\$ -
<b>JULY</b>			
WRITE-OFF	\$ 1,534.99	\$ 5,413.65	\$ 294.08
COLLECTED	\$ -	\$ -	\$ -
<b>AUGUST</b>			
WRITE-OFF	\$ 1,534.99	\$ 2,420.24	\$ 1,739.84
COLLECTED	\$ -	\$ -	\$ -
<b>SEPTEMBER</b>			
WRITE-OFF	\$ 837.99	\$ 226.38	\$ -
COLLECTED	\$ -	\$ -	\$ -
<b>TOTAL COLLECTIONS:</b>	\$ 7,473.50	\$ 21,606.96	\$ 9,433.63
<b>TOTAL COLLECTED:</b>	\$ -	\$ -	\$ -



**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY**

CINCINNATI, OHIO 45268

Office of Ground Water and Drinking Water

August 17, 2022

RE: Large PWS Registration Reminder for U.S. EPA's Fifth Unregulated Contaminant Monitoring Rule

NORTHTOWN MUD  
100 CONGRESS AVE STE 1300

PWSID: **TX2270264**  
Your CRK is: **B308DED2**

AUSTIN, TX, 78701-2744

Dear Public Water System:

Our records indicate that your public water system (PWS) is subject to the requirements of the next Unregulated Contaminant Monitoring Rule (UCMR 5), published on December 27, 2021 (86 FR 73131). UCMR 5 requires certain PWSs to collect drinking water samples for 29 per- and polyfluoroalkyl substances (PFAS) and lithium analysis during a 12-month period between 2023 and 2025. The UCMR dataset is one of the primary sources of information on occurrence and population exposure EPA uses to develop regulatory decisions for contaminants in the public drinking water supply. This notification provides you with information to access the UCMR 5 internet-based reporting system, the Safe Drinking Water Accession and Review System (SDWARS 5), so that your account will be ready to support your pre-sampling and monitoring responsibilities.

Under UCMR 5, large community water systems and non-transient, non-community water systems (i.e., those serving more than 10,000 people as of February 1, 2021), including those that purchase all their water, are among the PWSs required to participate. Large PWSs are responsible for collecting drinking water samples, having them analyzed by a UCMR 5 EPA approved laboratory, reporting the results to SDWARS 5, and notifying the public of the results.

Your first UCMR 5 requirement is to register and create an account using EPA's secure portal, the Central Data Exchange (CDX), to access SDWARS 5. To register for your CDX/SDWARS 5 account, go to <https://cdx.epa.gov/preregistration/>, enter the customer retrieval key (CRK) listed above, and follow the directions to complete registration. You will have the option of using an existing CDX account, by entering your CDX User ID and Password, or creating a new CDX account to access SDWARS 5. If you are not the appropriate contact for your PWS's CDX/SDWARS 5 account, you may forward this letter to the correct PWS contact.

**What actions must your PWS complete in SDWARS 5 before December 31, 2022?**

After establishing a CDX/SDWARS 5 account, UCMR 5 requires you to take the following actions in SDWARS 5 during the open-inventory period to prepare for sampling:

**AGENDA ITEM # 6(e)**

- Read and accept your UCMR 5 Notification Letter which contains additional details about your monitoring and reporting requirements.
- Ensure proper sample location inventory (i.e., identify/confirm all entry points to your distribution system). PWSs should select the most appropriate option, among those identified below, for identifying or confirming their entry-point sampling locations.
  - Option 1: Select the entry-point locations used for UCMR 4, as applicable, and review/edit as appropriate.
  - Option 2: Select the entry-point locations provided by your State/Primacy Agency for your PWS, if available, and review/edit as appropriate. The information was provided by your State/Primacy Agency to EPA in late 2021 and those locations may be more up to date than UCMR 4 locations.
  - Option 3: If your PWS did not participate in UCMR 4 and your State/Primacy Agency did not provide any entry-point locations on your behalf, you must add your entry-point locations.
- Add the zip codes associated with all customers in your service area.
- Review your sampling schedule and revise as necessary.
- You may nominate other individuals to serve as representatives for your PWS using the Nominate User function by selecting your account/person icon in the upper right-hand corner. A new CRK letter will be generated and emailed to the nominee for use in establishing their own account.

After December 31, 2022, the open-inventory period will be closed, and you must contact the [UCMR\\_Sampling\\_Coordinator@epa.gov](mailto:UCMR_Sampling_Coordinator@epa.gov) to request changes to your inventory and/or schedule.

### **Questions?**

- For more information about the program, please review the UCMR 5 Website <https://www.epa.gov/dwucmr/fifth-unregulated-contaminant-monitoring-rule>.
- For a SDWARS tutorial, please visit <https://www.youtube.com/watch?v=214oUSGR4Fc>.
- For general questions about requirements or navigating SDWARS, please contact the UCMR Message Center at [UCMR5@glec.com](mailto:UCMR5@glec.com) or 1-800-949-1581.
- For CDX/SDWARS 5 registration issues, please contact the CDX Help Desk at [helpdesk@epacdx.net](mailto:helpdesk@epacdx.net) or call 1-888-890-1995.

We look forward to working with you to carry out the UCMR 5 monitoring and are prepared to assist as needed. Thank you in advance for your cooperation.

**CONTRACT FOR MAINTENANCE  
AND OPERATION OF RETAIL UTILITY SYSTEM**

THIS CONTRACT FOR MAINTENANCE AND OPERATION OF RETAIL UTILITY SYSTEM (this "Contract") is entered into effective ~~August 1, 2020~~ October 1, 2022 (the "Effective Date") between Northtown Municipal Utility District, a municipal utility district operating under Chapters 49 and 54 of the Texas Water Code (the "District"), and Crossroads Utility Services LLC, a Texas limited liability company ("Crossroads").

**RECITALS**

The District provides water and wastewater utility services, recreational facilities and services, restrictive covenant enforcement, recycling and solid waste collection services, and other services to residents and customers of the District. The District desires to engage the services of Crossroads for the general management of the District and operation of the District's water and wastewater facilities, and Crossroads desires to serve as the District's general manager on the terms and conditions of this Contract.

**NOW, THEREFORE**, for and in consideration of the premises, and the mutual agreements of the parties set forth below, the District and Crossroads agree as follows:

**AGREEMENTS**

**ARTICLE I.  
GENERAL**

1.01 Appointment. The District appoints Crossroads as its general manager and utility operator, and Crossroads accepts this appointment and agrees to serve as the District's manager and utility operator on the terms and conditions set forth in this Contract.

1.02 Term.

(a) Term. The term of this Contract will begin on the Effective Date and will expire on ~~July 31, 2022~~ September 30, 2024 (the "Term").

(b) Extensions. After the Term, this Contract will continue from month-to-month until either party gives written notice to the other of its desire to amend or terminate this Contract.

(c) Termination Without Cause. Notwithstanding any other provision of this Contract, the District may also terminate this Contract for any reason or no reason at all by giving 30 days' written notice to Crossroads. In the event of termination, the District will compensate Crossroads for its services up to the date of termination (pro-rated for less than a full month, if necessary) and for any unpaid expenses incurred by Crossroads pursuant to this Contract.

(d) Return of District Property. Upon termination of this Contract, for any reason, Crossroads must immediately turn over all District property, including books, records, checkbooks, funds, and other property to the District's designated representative. Computer records relating to the District, including those relating to the District's accounts, connections,

financial records, equipment, and customers, are District property, and Crossroads will provide such records to the District or its representative on a mutually acceptable portable electronic storage medium or by transferring all records that are maintained on computer via computer, in a format that will allow such computer records to be accessed and duplicated by computer, at no cost to the District.

1.03 Compensation.

(a) Basic Services.

(i) As compensation for the services specified in ARTICLE III ("Basic Services"), Crossroads will receive the sum of ~~\$28,938.00~~ \$32,176.27 per month. This fee will constitute compensation for up to ~~3,120~~ 3,169 active connections.

(ii) Crossroads will receive an additional ~~\$7.50~~ \$8.23 per month for each connection over ~~3,120~~ 3,169.

(iii) An "active connection", as used in this Section, means a customer within the District connected to the District's water system.

(iv) Crossroads will also receive (A) a one-time fee of **\$1.00** per District customer to establish an online customer account capability for the customer within Crossroads' online utility bill payment system (the "Billing System Set-Up Fee"); and (B) an additional fee of **\$0.25** per active connection per month for the maintenance and administration of Crossroads' online utility bill payment system ("Billing System Maintenance Fee").

(b) Additional Services. The additional services specified in ARTICLE IV ("Additional Services") are not included in Basic Services, and Crossroads will receive additional compensation for any Additional Services performed based on the schedule of rates attached as **Exhibit "A"**. Additional Services will be billed by Crossroads on a separate invoice from Basic Services. Any invoice for Additional Services must (i) be approved by the Board or its designated committee in advance, or (ii) be of an emergency nature, as described in Section 4.01(b); or (iii) be within the pre-approved budget for Additional Services specified in Section 4.01(c).

(c) Invoices. All invoices must be submitted to the District's bookkeeper no later than 12:00 noon on the day which is ten business days preceding the date of each regular Board of Directors meeting in order to be considered for payment at the next meeting. All timely invoices will, unless in dispute, be paid within 15 days of each regular Board meeting; however, if there is a bona-fide dispute over an invoice, the District may withhold payment of the disputed portion of the invoice until the dispute is resolved. Crossroads and the District agree to cooperate in good faith to promptly resolve any disputes regarding invoices for services.

1.04 Annual Review. Before the end of each year during the Term, the Board or its designated ~~subcommittee~~ committee will conduct a review of Crossroads and its performance under this Contract during the previous one-year period. In conjunction with the review, the Board and Crossroads may determine the terms upon which this Contract will be renewed, extended, or modified.

1.05 CPI Adjustment. The compensation specified in Section 1.03, above, will remain in effect through ~~July 2022~~ September 30, 2023 and will be adjusted for each 12-month period thereafter in accordance with this subsection. Crossroads will calculate the revised compensation annually based on the methodology specified below, and will submit the calculation to the District for verification at least 60 days prior to the date the revised compensation is to become effective. The revised compensation will be based on the Consumer Price Index – All Urban Consumers – United States Bureau of Labor Statistics, South Urban Area (“CPI-U”), and calculated using the following formula:

Current Compensation  $\times$  1+A = Adjusted Compensation, where A is equal to the percentage difference between the most recently available monthly CPI-U and the CPI-U for the same month in the previous calendar year.

## **ARTICLE II. MANAGEMENT SERVICES, GENERALLY**

2.01 Generally. It is the intent of the parties that all activities, goods, and services required for the routine, usual, and customary management and operation of the District will, except as otherwise provided in this Contract, be included in Basic Services and that Crossroads will provide all personnel, vehicles, and hand tools necessary for the proper performance of those Basic Services at its sole expense. Crossroads agrees that it has sufficient knowledge of the historic operation and management of the District and other districts similar to the District to determine the Board’s expectations regarding these services. If services other than those that have historically been provided are requested or required, those services will be provided for an additional fee negotiated by the District and Crossroads before the services are provided.

2.02 Licenses, Permits, and Approvals. All of the District’s facilities will be operated only under the direct supervision of Crossroads’ personnel who possess valid Certificates of Competency and any other licenses, permits, and approvals required by State or federal law. All such personnel must maintain continuing education competency certifications consistent with the requirements of the State. Crossroads will obtain and maintain in effect, at all times during the term of this Contract, all local, state, and federal licenses, permits, registrations, and other approvals necessary for doing business in the State of Texas or otherwise performing its obligations under this Contract.

2.03 Regulatory Requirements. The District understands that regulatory reporting and testing requirements may change during the term of this Contract as the result of changes in applicable laws or regulations. The term “routine”, as used in this Contract with respect to regulatory reports, laboratory analyses or tests, or other requirements imposed by governmental entities with jurisdiction, means reports, analyses, or tests that are customary or required by applicable law on the Effective Date. If reporting, analysis or testing requirements increase during the Term, these increased reporting, analysis, or testing requirements will not be deemed routine and Crossroads will advise the District of the change and provide an analysis of any increase in its costs relating to that change, and an additional fee will be negotiated by the District and Crossroads to cover the costs of the additional or increased requirements.

2.04 Routine Maintenance and Repair. The term “routine”, as used in this Contract with respect to maintenance and repair, means work performed to assure or extend the useful life of the District’s equipment, which does not require specialized skills or tools and is performed at regular intervals. Examples of routine maintenance include lubrication of equipment, cleaning and replacement of filters, replacement of control lamps or light bulbs, adjustment or

replacement of pump packing, maintaining locks and fences, and maintenance specified by the manufacturers of equipment included in the District's systems as necessary to ensure the proper operation of such equipment. Routine maintenance will be provided as part of Basic Services, and Crossroads will maintain permanent records of all routine maintenance performed.

2.05 Non-routine Maintenance and Repair. The term "non-routine", as used in this Contract with respect to maintenance or repair, means work performed to extend the useful life of the District's equipment which requires specialized skills and tools and is performed at irregular intervals, such as replacement of mechanical seals, alignment of high speed shafts or couplings, and rebalancing of pump impellers, and includes maintenance or repair required due to flood, fire, acts of God, or other extraordinary circumstances. Non-routine maintenance and repair will be provided by Crossroads as Additional Services and for an additional fee determined in accordance with Exhibit "A".

### ARTICLE III. BASIC SERVICES

The following will be included in the Basic Services provided by Crossroads for the compensation specified in Section 1.03(a).

#### 3.01 Administrative Services.

(a) Staffing. Crossroads will provide qualified administrative personnel to conduct the daily business of the District. Crossroads' employees must readily identify themselves when communicating with the District's customers and the public. Maintenance and operations personnel must wear distinctive clothing, identifying themselves as Crossroads' employees, and their vehicles must also display distinct identification identifying the vehicle as a Crossroads service vehicle.

(b) Designated Representative. Crossroads' representative in connection with services provided by Crossroads to the District will be Robert Anderson (the "Designated Representative"). The Designated Representative will attend all Board meetings and coordinate all of Crossroads' services hereunder. Except in the case of absences due to illness, vacation, or emergency (in which case another Crossroads' contract manager will attend Board meetings and coordinate Crossroads' services), no change will be made in the Designated Representative without the approval of the Board. If the Designated Representative ceases to be employed by Crossroads, then Crossroads will notify the District and will use its best efforts to provide a replacement Designated Representative acceptable to the Board.

(c) District Communications. Crossroads will:

(i) Respond to inquiries, complaints, and concerns in a professional, courteous, and timely manner and use its best efforts to promote good relations with the District's customers and residents.

(ii) Monitor and track all significant customer complaints and inquiries received, and report them to the Board at each regular meeting in a format approved by the Board.

(iii) Respond to any routine inquiries or reporting requirements of any governmental authority, the Board, or the District's other consultants in a prompt, professional manner.

(iv) Provide information that is readily available from the District's files in response to inquiries of other utilities, prospective purchasers, brokers, and other interested parties. Provide information required to be furnished by the Texas Open Records Act for an additional charge to the requestor as permitted by that Act. Responses to requests for unusually large amounts of information that require substantial time and manpower to assemble and prepare, such as those related to proposed annexation feasibility studies, will not be included in Basic Services and may be invoiced by Crossroads as an Additional Service, subject to Section 1.03(c).

(d) Meeting Preparations and Attendance. Crossroads will:

(i) Attend all regular Board meetings. Attend any special meetings of the Board and meetings of the Board's designated ~~subcommittees~~ committees as requested.

(ii) Provide monthly operating reports and billing and collection reports, including the information specified in Section 3.02, to the Board, in a format approved by the Board. Monthly billing and collection reports must be submitted to the District's bookkeeper as promptly as possible following the end of each billing cycle. Monthly reports and any other information to be included in Directors' meeting packets must be submitted to attorney's office by 12:00 noon on the Tuesday of the week preceding each regular Board meeting, unless other arrangements are approved by the Board. If this information is not delivered to the District's attorney in a timely manner, Crossroads must deliver copies directly to the Board members prior to the date of the Board meeting, at Crossroads' sole expense.

(e) Coordination of District Activities. Crossroads will:

(i) Coordinate District activities, services, and operations with neighboring municipalities and districts, and other governmental entities.

(ii) Coordinate with other District consultants and contractors, including attorneys, engineers, auditors, the bookkeeper, and financial consultants.

(iii) Upon the Board's request, obtain bids from contractors for repairs of District facilities when written specifications and published notice is not required.

(iv) Coordinate placement or replacement of street and traffic signs within the District with Travis County, as necessary.

(v) File and monitor any insurance claims related to District facilities made by the District.

- (vi) File and monitor status of any proofs of claim required in customer bankruptcy proceedings.
  - (vii) Carry out Board directives in a prompt manner and report to the Board on all actions taken in response to those directives.
  - (viii) Coordinate all inspections required under the District's rules to be performed by an independent plumbing inspector, including cross-connection or straight-line inspections and inspections of new construction.
- (f) Contract Administration. Crossroads will:
- (i) Administer services provided under District service contracts, such as security services and solid waste collection and recycling services, as directed by the Board.
  - (ii) Develop a contract monitoring system for services provided under all service contracts administered, provide periodic monitoring of contract performance, and provide a monthly report to the Board on services performed pursuant to such contracts.
  - (iii) Provide a daily written list of any customers who have initiated or terminated utility service to the District's solid waste contractor via telecopier or, if approved by the District's solid waste contractor, via email . Advise the District on a monthly basis of any complaints received relating to solid waste services, and coordinate their resolution.
- (g) Invoice Review. Crossroads will review all utility operations-related invoices and invoices for service contracts administered by Crossroads for accuracy and make recommendations for payment in a time frame that avoids late payment penalties and work to resolve all disputed utility operations invoices received by the District.
- (h) Bond Financing. Crossroads will coordinate with the Board and the District's advisors as necessary in connection with the preparation of bond applications and related reports.
- (i) Budget Process. At least three months prior to the expiration of each fiscal year, Crossroads will prepare an annual operating budget proposal and submit it to the District's bookkeeper and designed budget ~~subcommittee~~committee. Crossroads will monitor the annual operating budget and make recommendations to the District's bookkeeper and the Board on any appropriate operating budget revisions over the course of each fiscal year.
- (j) Tax Process. Crossroads will make recommendations on the annual tax rate required for District operations and maintenance.
- (k) Audit Process. Crossroads will:
- (i) Coordinate with the District's bookkeeper and auditor to assist in the

(ii) preparation of reports, schedules and other data as necessary, and cooperate with the District's auditor in connection with the preparation of the District's annual audit, including providing billing and collection records, District inventory records and other information necessary in connection with such audit.

(iii) Provide a written response to any operating or billing and collection related items in the auditor's annual management letter, and use best efforts to comply with the recommendations set forth in such letter.

3.02 Reports and Recordkeeping.

(a) Maintain records of all District customers, and water and wastewater usage, and an inventory of all District property.

(b) Provide monthly operations reports to the Board and District bookkeeper in a format approved by the Board. Such reports will include, without limitation, the following information:

- (A) Total service connections;
- (B) Estimated population;
- (C) Bacteriological test summary;
- (D) New meter orders and installations;
- (E) Total water purchased, accounted for and used, as indicated by current customer billings;
- (F) Scheduled maintenance and repair timetable report(s);
- (G) Summary of maintenance and repair by facility classification;
- (H) Summary of maintenance and repair backcharges, reflecting date, time, personnel and actions taken;
- (I) Insurance claims filed or pending disposition;
- (J) Current cash receipts from customer billings;
- (K) Current billings to customers;
- (L) Current receivables from customer billings;
- (M) Aged receivables from customer billings;
- (N) Total water usage as indicated by current customer billings;
- (O) A listing of all delinquent customer accounts to which termination notices have been sent, including an explanation of any appeals or protests filed by those customers;

- (P) A listing of all adjustments made to the billing ledgers;
- (Q) Copies of all reports and correspondence prepared by or directed to be prepared by Crossroads or on behalf of the District relative to or from local, state, or federal regulatory agencies on behalf of the District;
- (R) A written summary of activities containing information regarding Crossroads' performance, any anticipated problems and suggested corrective action; and
- (S) Security deposit fund status.

### 3.03 Use, Security, and Confidentiality of District Customer Data.

#### (a) Definitions.

(i) Customer Account Data. Customer Account Data means the data and information associated with a District customer's utility account (other than Customer Payment Data, which is defined below) in Crossroads' possession or control, including, as applicable, personally identifiable information subject to confidentiality under Texas Utilities Code Section 182.052; customer information collected, stored, transmitted, or otherwise used in connection with any automatic meter infrastructure service used by the District to provide metering and water usage service information (an "*AMI Service*"); and any other District customer information that is designated as confidential by the District.

(ii) Customer Payment Data. Customer Payment Data means the data and information associated with a District customer utility bill payments in Crossroads' possession or control, including customer credit or debit cardholder data, customer bank account information, and customer electronic check information.

(iii) District Customer Data. District Customer Data means Customer Account Data and Customer Payment Data.

(b) Use of District Customer Data. Crossroads will maintain, access, store, copy, and use District Customer Data only as reasonably necessary to provide services under the Agreement. Crossroads may disclose District Customer Data only as required to provide services to District customers or to comply with applicable law or a request of a governmental or regulatory body with jurisdiction.

#### (c) Secure Data Handling Practices.

(i) Crossroads agrees to comply with industry standards and applicable laws and regulations, including the generally accepted practices in the information technology service management industry for providing secure data handling and management, and to meet or exceed Information Technology Infrastructure Library standards for logical and physical security and requirements regarding the protection of District Customer Data.

(ii) Crossroads will maintain appropriate security, protection, and backup of District Customer Data. Crossroads' staff, Crossroads, and other representatives (collectively, "Crossroads Representatives") will maintain reasonable and appropriate controls to protect District Customer Data from unauthorized access, including utilizing encryption technology for Customer Payment Data, and will perform routine archiving of District Customer Data. Crossroads will regularly audit all of Crossroads' Representatives who have access to the District Customer Data and will enact internal procedures to prevent and discontinue access to District Customer Data and any AMI Service by any Crossroads Representatives whose duties no longer require such access or whose employment or other relationship with Crossroads is discontinued. Upon termination of the Agreement, for any reason, all access of Crossroads and the Crossroads Representatives to District Customer Data and any AMI Service will be immediately terminated and discontinued.

(iii) In the course of its services under the Agreement and, if applicable, in connection with an AMI Service, Crossroads may be required to select and use certain user names, passwords or codes. Crossroads assumes sole responsibility for the selection, management, and use of any codes or passwords permitted or required for access to and use of District Customer Data and/or any AMI Service by the Crossroads Representatives. Crossroads agrees to maintain the privacy of all such usernames and passwords, and will remain responsible for all activities that occur as a result of Crossroads' and the Crossroads Representatives' access to District Customer Data and/or any AMI Service. Crossroads will promptly notify the District of any unauthorized use of such passwords, Crossroads' internet account, and/or any AMI Service, and of any other breach of security of which it becomes aware. Crossroads will require that all Crossroads Representatives exit from Crossroads' internet account at the end of each session.

(iv) Crossroads will designate a systems service administrator who will be responsible for establishing policies regarding access to District Customer Data and usage of Crossroads' system. The administrator will also be responsible for policies and procedures related to customers' access to their individual data on any AMI Service portal.

(d) Customer Data Security. Crossroads will develop and implement commercially reasonable policies and procedures to insure physical security, establish account access approvals and procedures, conduct regular reviews of access rights, and provide security awareness training for all Crossroads Representatives with access to District Customer Data and/or any AMI Service. Crossroads will implement appropriate technical, organizational, and legal measures to protect District Customer Data against unauthorized or unlawful processing and against loss, destruction, damage, alteration, or disclosure by Crossroads Representatives. These measures must (i) be appropriate to protect the District and its customers from the risk of harm that might result from any unauthorized or unlawful processing, loss, destruction, damage, alteration, or disclosure of the District Customer Data with due regard given to the nature of the District Customer Data that is to be protected, and (ii) include, but not be limited to, installation and maintenance of a secure network firewall, regularly updated anti-virus software, regularly tested security systems and processes, implementation of policies for information security and restricting access to District Customer Data, and compliance with Payment Card Industry ("PCI") Data Security Standards, as promulgated by the PCI Security Standards Council, and similar credit card company data security programs, for the storage,

processing, and transmission of credit card holder data. Crossroads will comply and cause the District to comply with all data security requirements under any agreements or other instruments implementing or relating to Crossroads' billing and collection systems or any AMI Service. Crossroads will also require and ensure that all Crossroads Representatives who have access to District Customer Data comply with the data security requirements of this Section.

(e) District Customer Data Confidentiality. To the extent permitted by law, Crossroads will hold District Customer Data in strict confidence and will not copy, reproduce, give, sell, assign, license, market, transfer, or otherwise dispose of District Customer Data to any third parties or use District Customer Data for any purposes whatsoever other than as contemplated by the Agreement. Crossroads will not disclose, disseminate, or allow unauthorized access to or use of District Customer Data.

3.04 Account Management, Billing and Collection Services.

(a) Identity Theft Prevention Program. ~~In accordance with the identity theft regulations set forth in Title 16, Part 681 of the Code of Federal Regulations (the “Red Flags Regulations”), promulgated by the Federal Trade Commission under the Fair and Accurate Credit Transactions Act of 2003 (Public Law 108-159), the~~ The District has established an Identity Theft Prevention Program (the “Identity Theft Prevention Program”) to prevent, detect, and mitigate the threat of identity theft in connection with customer accounts maintained or to be maintained by the District primarily for personal, family or household purposes, that involve or are designed to permit multiple payments or transactions, including utility accounts, and any other accounts maintained or to be maintained by the District for which there is a reasonably foreseeable risk to District customers or to the safety and soundness of the District from identity theft, including financial, operations, compliance, reputation or litigation risks (the “Covered Accounts”). ~~The Red Flags Regulations and the~~ Identity Theft Prevention Program ~~require~~ requires that the District ensure that the service provider engaged by the District to perform activities in connection with the Covered Accounts conducts those activities in accordance with the Identity Theft Prevention Program and the service provider’s own internal policies and procedures designed to detect, prevent, and mitigate the risk of identity theft. As the service provider for the District, Crossroads agrees to administer the Identity Theft Prevention Program and implement its own policies and procedures to protect the Covered Accounts from identity theft (“Internal Policies”). Accordingly, Crossroads will:

- (i) Administer and comply with the Identity Theft Prevention Program;
- (ii) Assume the responsibilities of the “Service Provider” set forth in the Identity Theft Prevention Program, as amended from time to time.
- (iii) Implement internal policies and procedures designed to detect risks of identity theft to Covered Accounts and the Internal Policies.
- (iv) Conduct all activities related to Covered Accounts in accordance with the Identity Theft Prevention Program and the Internal Policies.
- (v) Upon request, review procedures for administering the District’s Identify Theft Prevention Program with a ~~subcommittee~~ committee appointed by the Board.
- (vi) At least annually, present a report to the Board in a format and manner reasonably designed to protect the security of the District and District customers, addressing material matters related to the Identity Theft Prevention Program and evaluating issues such as:
  - (A) the effectiveness of policies and procedures of the District in addressing the risk of identity theft in connection with Covered Accounts;
  - (B) significant incidents of identity theft related to one or more Customers and the response to such incidents; and

- (C) recommendations for changes to the Identity Theft Prevention Program, including new methods and technologies available for detecting identity theft.
- (vii) Train its employees, contractors, and agents who open, access, service, or handle Covered Accounts to implement the Identity Theft Prevention Program effectively and administer disciplinary action against those who do not comply with the Identity Theft Prevention Program.
- (b) Rate Analyses. Crossroads will:
  - (i) Upon Board request, provide any information and data required for analysis of the District's rate structure and rates to a rate analyst selected by the Board.
  - (ii) Coordinate with the District's bookkeeper with regard to any rate structure modifications required for budget maintenance, or otherwise appropriate.
- (c) Billing. Crossroads will:
  - (i) Record all meter readings and calculate monthly bills in accordance with the District's rate order.
  - (ii) Prepare and mail bills.
  - (iii) At least annually, and up to two times per year at the Board's request, include a notice complying with Section 182.052 of the *Texas Utilities Code* (Confidentiality of Customer Information) in the monthly bills sent to the District's customers. Maintain up-to-date list of all District customers who have requested confidentiality. Maintain the confidentiality of customer information for all customers who have requested confidentiality.
- (d) Customer Payment Options. Crossroads will, at a minimum, provide the following customer payment options:
  - (i) in person at Crossroads' office by cash, check, money order, credit card, or debit card;
  - (ii) U.S. mail or District drop box by check or money order;
  - (iii) telephone by credit card or debit card; and
  - (iv) on-line by credit card, debit card, electronic check, or auto draft.

Visa and MasterCard must be among the credit cards that are accepted. The District understands that one or more of these payment options may involve a convenience fee charged by a third party service provider, which convenience fee will be paid to the third party service provider by the customer directly at the time of or in connection with payment, or by the District by separate agreement.

(e) Collection. Crossroads will:

(i) Crossroads will collect payments deposited in the drop-box at least once every business day.

(ii) If, with prior Board approval, Crossroads subcontracts for services that involve the collection, payment, or handling of any funds of the District, the District, in its discretion, may (A) obtain its own insurance covering theft of District funds in accordance with Section 49.057(i), *Texas Water Code*, and deduct any deductibles for claims made on such insurance that relate to services for which Crossroads is responsible from Crossroads' compensation under this Contract; or (B) require Crossroads to (or cause all subcontractors and third parties involved to) (1) provide the District with a bond payable to the District, or (2) obtain and maintain in effect commercial crime insurance covering the District from losses associated with such services. Any such bond or commercial crime insurance must be at least in the amount of Crossroads' commercial crime insurance required under ARTICLE V and provided or obtained at no cost to the District. Unless otherwise approved in advance by the Board, any services subcontracted under this subsection will be provided without surcharge by Crossroads.

(iii) Accept and post utility payments by credit card, including Visa and MasterCard.

(iv) Deposit utility payments and all other District fees, service charges, service deposits and revenues in the appropriate District accounts within one business day of receipt.

(v) Collect and post utility payments and all other District fees, service charges, service deposits and revenues in accordance with District policy and the auditor's recommendations. Crossroads may make adjustments of less than **\$100** to customers' water bills as necessary due to clerical errors, meter malfunctions, and meter reading errors; however, all such adjustments must be reported to the Board on a monthly basis and adjustments in excess of **\$100** must be approved, in advance, by the Board.

(vi) Collect tap, inspection, capital recovery, park and other fees from District customers in accordance with the District's rate order, and deposit these fees in the appropriate District account within one business day of receipt.

(vii) Prepare and mail and/or deliver delinquency notices and terminate services to delinquent customers in accordance with the District's policies and procedures. Each delinquency notice must advise the customer of the amount due, state the additional fees and deposits that will become due if service is terminated for nonpayment, contain department and phone number contact information for the personnel handling the account, and set forth all additional information required by the District's rate order. No additional sums will be payable to Crossroads for mailed notices of delinquency or termination of services to delinquent customers. If Crossroads fails to timely terminate service to a delinquent customer in accordance with District policies and the customer in

question thereafter fails to pay any utility bills for the period following the date that service should have been terminated, Crossroads will reimburse the District for the amount unpaid by the customer for that period, with the reimbursement being calculated at the lowest residential rate in effect under the District's rate order.

(viii) Collect customer service deposits, coordinate with the District's bookkeeper to arrange for return of deposits in accordance with District policy and maintain computer records showing the status of all deposits.

(ix) Pursue collection of delinquent utility accounts in accordance with District policy, including negotiating and recommending payment plans to the Board.

(f) Utility Records. Crossroads will:

(i) Establish customer utility accounts and records in compliance with District policies; disconnect, reconnect, and transfer service in accordance with District policy; and monitor any discontinued service to assure that service is not illegally reconnected.

(ii) Maintain customer utility accounts and prepare monthly and annual account summaries. Monitor all accounts for abnormal usage and report any abnormal usage to the Board. Transfer water service from one customer to another upon request and in accordance with the policies and procedures established by the Board.

(iii) Provide monthly reports on the status of all delinquent accounts, and coordinate with the District's bookkeeper to make recommendations for write-offs in accordance with District policy and the District auditor's recommendations.

3.05 Operations Services.

(a) System Monitoring and Response. Crossroads will:

(i) Maintain 24-hour-per-day telephone dispatch service, with qualified personnel available to respond in the event of a District emergency. The telephone number for this service must be clearly displayed on all District customer billing statements.

(ii) Monitor any computer or automatic-dialed telephone alarm systems installed at any of the District's facilities that are programmed to call Crossroads' 24-hour-per-day telephone dispatch service. Telephone lines and telephone services will be paid for by the District.

(iii) Assist in construction planning and coordination related to the District's systems.

(iv) Complete and certify any regulatory documents required for routine self-monitoring and/or self-reporting purposes. Prepare and submit all applicable routine operational and/or regulatory reports required by the Texas Department

of Health, the Texas Commission on Environmental Quality (the “Commission”), the Environmental Protection Agency, or any other local, state, or federal agency entitled by law or authorized by the District to receive such reports.

(b) System Operations. Crossroads will:

(i) Provide personnel, vehicles, and hand tools necessary for the routine operation of the District’s systems.

(ii) Operate the District’s systems in accordance with all applicable rules and regulations, ordinances, and laws, including, without limitation, the Federal Safe Drinking Water Act, as amended from time to time.

(iii) Perform meter turn-ons and turn-offs as required by the District’s Rate Order pertaining to delinquent accounts.

(iv) Operate valves, flush all dead-end water lines, and operate fire hydrants as necessary.

(v) Provide a monthly operations report, in a format approved by the Board, at each regular Board meeting.

(vi) Administer the District’s compliance with the TPDES Phase II Small Municipal Separate Storm Sewer System (MS4) General Permit (TXR040000) and the District’s storm water management program (SWMP) adopted thereunder, including coordinating the timely preparation, completion, and certification of all required notices of intent, notices of change, and annual reports.

(vii) Administer the District’s water conservation and drought contingency plan.

(c) Lift Station Operations. Crossroads will:

(i) Provide licensed personnel, vehicles and hand tools necessary for the routine operation of the District’s lift stations, including all chemical injection systems. Lift stations will be inspected by qualified personnel five days per week.

(ii) Provide personnel and hand tools for routine maintenance and repair and semi-annual preventative maintenance of the lift stations.

(iii) Provide 24-hour-per-day monitoring of all alarm systems for the lift stations.

(iv) Maintain the lift stations and grounds in a neat, well-maintained, and orderly condition, exclusive of mowing. Mowing the lift station grounds will be performed by the District’s landscape maintenance contractor.

(d) System Maintenance. Crossroads will:

(i) Inventory and maintain a listing of any District equipment, including manufacturer’s model and serial numbers, motor frame numbers, date of

purchase or installation, and other data necessary to provide information useful or necessary in connection with the maintenance, repair, or replacement of such equipment.

(ii) Establish a computerized scheduled maintenance program for the District's equipment and facilities utilizing the equipment manufacturers' recommendations and the District's equipment inventory to generate recommended maintenance schedules.

(iii) Perform all routine and preventive maintenance, including routine cleaning, lubrication, and adjustment of equipment, cleaning or replacement of filters, replacement of light bulbs and belt adjustments required under the scheduled maintenance program established under the preceding subparagraph, and maintain a record of all equipment serviced and the procedures and supplies utilized in order to provide an up-to-date history of all service, maintenance, and replacements.

(iv) Notify the District as soon as is practical of any major equipment failures, breakdowns, power outages, or necessary non-routine maintenance of the District's equipment or facilities. Arrange and coordinate the maintenance, repair, or replacement of any affected equipment in a timely manner, as an Additional Service, in accordance with Section 4.01.

(e) System Inspections. Crossroads will:

(i) Inspect all District water and wastewater facilities each weekday, excluding holidays, and maintain a written, inspector-certified log of each inspection reflecting the date and time of the inspection, the personnel performing the inspection, and any action taken as part of the permanent records of the District.

(ii) Perform inspections of each newly installed tap into the District's sanitary sewage collection system or water distribution system, and maintain a record of each such inspection as part of the District's permanent records. The District will compensate Crossroads for each such inspection as provided in **Exhibit "B"**. The cost of tap inspections and re-inspections will be billed to the applicant, in accordance with the terms of the District's rate order.

(iii) Monitor compliance with the District's rules and investigate and report all violations of those rules, including illegal connections.

(iv) Make general observations of the District's equipment and operations and make recommendations for repair and/or replacement.

(v) Investigate for suspected leaks in the District's utility system.

(vi) Perform such other inspections as the District may request, or which are necessary to protect the integrity of the District's systems and/or the health and safety of the general public. Subject to prior approval by the Board, Crossroads will be compensated for such inspections in accordance with **Exhibit "A"**.

- (f) Sampling, Testing and Reporting. Crossroads will:
- (i) Collect routine water samples and obtain certified laboratory tests to meet Texas Department of Health and Commission requirements. All laboratory testing fees will be borne by the District. All test results will be maintained in the District's permanent files.
  - (ii) Complete and certify any regulatory documents required for routine self-monitoring and/or self-reporting purposes. Prepare and submit all routine operational and/or regulatory reports required by the Texas Department of Health, the Commission, the Environmental Protection Agency, or any other local, state, or federal agency entitled by law or authorized by the District to receive such reports.
  - (iii) Prepare and distribute the District's annual Consumer Confidence Report in accordance with 30 TAC §§ 290.271-290.274.
- (g) Meter Reading and Meter Testing.
- (i) Read all District water meters for billing purposes on a regularly scheduled, monthly basis, and perform cut-on and cut-off meter readings as necessary. Establish and maintain a meter re-reading program to ensure accuracy. Meter readers will not be provided with access to the customers' prior meter reading.
  - (ii) Perform daily readings of the District's master water meters on each weekday, excluding holidays.
  - (iii) Maintain an inventory of all District meters, including serial number, manufacturer, date of installation, and address of installation.
  - (iv) Upon authorization by the Board, develop and implement a meter testing and replacement policy. The costs of labor, equipment, and materials involved in implementing this policy will be charged as additional services in accordance with ARTICLE IV.
- (h) Meter Management. Crossroads will:
- (i) Maintain records of all meters installed and tap fees paid, including meter installation location, the amount paid and date of payment, the date of each inspection and any fee paid for the inspection, and promptly forward copies of all such records to the District's bookkeeper. Retain inspection certificates in the District's files as required by the Commission.
  - (ii) Assure that all meters and installation materials comply with applicable codes and the District's rules.
  - (iii) Remove a customer's water meter if the customer restores service after disconnection without paying amounts due the District and reinstall customer

water meters upon payment of all amounts due, including any applicable meter-removal fee.

(iv) Perform all necessary minor repair and maintenance services such as repairing leaks in water meters, replacing meter box lids, treating meter boxes for fire ants, and replacing inoperative or malfunctioning residential meters. The cost of all materials required for repairs and maintenance will be borne by the District.

#### **ARTICLE IV. ADDITIONAL SERVICES**

4.01 Non-Routine Maintenance and Repair Services. Non-routine maintenance and repair will not be included in the Basic Services specified in ARTICLE III, but will be billed separately under this Article, based on the schedule of rates attached as **Exhibit "A"**.

(a) Except as otherwise provided in this Section, all non-routine maintenance and repair services of a non-emergency nature must be approved by the Board or its designated committee prior to initiation. Crossroads will use reasonable efforts to schedule or perform all maintenance and repair services during normal working hours. Non-emergency services may not be billed at overtime rates unless the prior approval of the Board or its designated committee is obtained, or the charges are billed to the customer in accordance with the District's rate order.

(b) Full-time response for emergency service calls, water line breaks, wastewater line stoppages, lift station malfunctions, and pump station malfunctions will be provided. Emergency services will include services required as a result of a hazardous condition, a loss of water pressure or serious degradation of water quality at one or more customer locations or a condition which, in the opinion of Crossroads or another District representative, poses an immediate threat to develop into a hazardous condition. In the event of an emergency, Crossroads will have the authority to act without special instruction or authorization from the Board in order to prevent or minimize damage, injury, or loss resulting from the emergency.

(c) Crossroads will have the authority to perform non-emergency repairs and maintenance which do not exceed, in the aggregate, the sum of **\$2,000** per month without prior approval from the Board. As soon as is reasonably practicable following any such repairs or maintenance, Crossroads must present written documentation to the Board, including all statements and invoices supporting the expenditures, which describes the date, location, and nature of the repairs or maintenance performed. If the required documentation is not presented, the District will not be responsible for the cost of the repairs or maintenance and Crossroads must reimburse the District for any related expenditure.

(d) If non-routine maintenance and repair services are of a nature that is outside Crossroads' areas of expertise, Crossroads may subcontract these services as provided in this Subsection. All subcontractors utilized by Crossroads must possess the experience, qualifications, and skills to perform the tasks assigned to them and be licensed or certified if required or recognized as standard practice in the industry. Crossroads will be responsible for the quality and timeliness of all subcontracted services and will supervise all subcontracted services to assure their proper performance. Any subcontractor retained by Crossroads will be included in and covered by Crossroads' indemnity under this Contract and will be paid directly by Crossroads. Crossroads may assess a 10% surcharge on the subcontract price to compensate

Crossroads for its obligations under this Subsection to indemnify the District, compensate the subcontractor and supervise the performance of the subcontracted services. No additional supervisory fees or charges may be imposed.

(e) Any contractor that will not be a subcontractor of Crossroads must enter into a separate written contract with the District, on terms approved by the Board. Supervisory or inspection fees assessed by Crossroads for services contracted for under this subsection must be reasonable in amount and related to services actually rendered, and in accordance with the schedule attached as **Exhibit "A"**. Upon the Board's request, Crossroads will assist the District in identifying contractors capable of providing services to be performed under this subsection.

4.02 Other Additional Services. The following services are also not included in Basic Services, but will be billed separately.

(a) The following additional services will be billed for based upon the charges set forth on **Exhibit "A"**:

- (i) Backflow testing and inspection.
- (ii) Special lab sampling (exclusive of laboratory or testing costs, which will be borne by the District).
- (iii) After-hours work.
- (iv) Special projects approved by the Board.
- (v) Preparation for or appearance at legal proceedings.
- (vi) Inspect the District's fire hydrants every 21 to 24 months, lubricate and exercise as necessary, and provide a written status report to the Board, identifying any recommended repairs or repainting. Upon Board approval, repairs and repainting will be performed as an Additional Service, as specified in ARTICLE IV.
- (vii) Provide an ongoing manhole inspection program. Each manhole will be inspected every 30 to 36 months and a written report submitted to the Board, identifying any recommended repairs. Upon approval of the Board, Crossroads will perform the repairs as an Additional Service, as specified in ARTICLE IV.
- (viii) Perform an annual inspection of each valve within the District's systems and a written inspection report, identifying any necessary repairs, will be submitted to the District. Upon approval of the Board, Crossroads will perform the repairs identified as needed in the inspection report, and will be compensated for the repairs in accordance with **Exhibit "A"**.

(b) The following Additional Services will be billed for based upon the charges set forth on **Exhibit "A"**:

- (i) Water and wastewater connection inspections.
- (ii) Tap and meter installations.

- (iii) Replacement of “rolled over” meters due to high usage.
- (iv) Meter removal and reconnection.

(c) The following costs are not included in Basic Services, and will be paid directly by the District:

- (i) Materials and equipment, including chemicals and expendable items, except as otherwise provided in this Contract.
- (ii) Utilities.
- (iii) Sludge-hauling costs.
- (iv) Televising and line cleaning of collection system.

**ARTICLE V.  
INSURANCE**

5.01 Crossroads’ Insurance.

(a) Crossroads will, at its sole expense, purchase and maintain in effect at all times during the term of this Contract insurance coverage with limits not less than those specified below, with insurers licensed to do business in the State of Texas:

(i)	Workers Compensation	Statutory
(ii)	General Liability	\$1,000,000
	Completed Operations	\$1,000,000
	Aggregate (combined)	\$2,000,000
(iii)	Vehicle Liability	\$1,000,000
(iv)	Employer’s Liability	\$1,000,000
(v)	Commercial Crime	
	(covering theft of District property by Crossroads’ employees)	\$2,000,000
(vi)	Umbrella Liability	\$3,000,000

(b) Certificates of insurance, naming the District (i) as an additional loss payee under the Commercial Crime insurance policy and (ii) as an additional insured under all other insurance policies other than the Workers Compensation policy, must be furnished to the District contemporaneously with Crossroads’ execution hereof and thereafter promptly upon annual renewal and the request of the District. Each policy of insurance must provide that the insurance company will endeavor to notify the District in writing (x) at least 30 days prior to any cancellation/termination (other than for non payment of premium), change, or non renewal; and (y) at least ten days prior to any cancellation/termination for non payment of premium.

(c) If the District suffers a loss by reason of Crossroads employee dishonesty, Crossroads will, at the election of the District, either (i) promptly reimburse the District for the entire amount of such loss; or (ii) file and thereafter diligently prosecute a claim under its Commercial Crime insurance policy for recovery of such loss. If the District elects to seek recovery for any loss under Crossroads' Commercial Crime insurance policy, Crossroads will (x) promptly upon settlement of the claim, remit all insurance proceeds to the District, and (y) reimburse the District for any portion of the loss not recovered.

(d) None of the requirements of this Contract with regard to insurance will limit, qualify, or quantify the obligations and liabilities of Crossroads under this Contract or with respect to the services provided by Crossroads pursuant to this Contract.”

#### **ARTICLE VI. EXPENSES**

Except as otherwise expressly provided in this Contract, Crossroads will provide, at its expense, all labor, materials, equipment, tools, construction equipment and machinery, transportation, testing and other facilities reasonably necessary for the proper execution of Basic Services under this Contract. The cost of postage and stationery for utility bills (but not special mail-outs), delinquent notices, confidentiality notices, cut-off notices, and general correspondence; and photocopies and facsimiles has been included in calculating the compensation to be paid to Crossroads and, therefore, these expenses will be borne by Crossroads as a part of its Basic Services. Where this Contract provides that any expense is to be borne by the District, the actual cost of supplies, materials, subcontractors, and specialized equipment rental necessary for the performance of Crossroads' duties will be invoiced to the District without surcharge except as otherwise provided in this Contract. The District agrees that the cost of materials used to provide services and the cost of necessary subcontract services which are not included in Basic Services and which Crossroads purchases or holds in inventory will be will be subject to a 10% surcharge.

#### **ARTICLE VII. STATUS**

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

#### **ARTICLE VIII. INDEMNITY**

8.01 Crossroads' Indemnity.

(a) **AS A PART OF THE CONSIDERATION FOR THIS CONTRACT, Crossroads, ON BEHALF OF ITSELF AND ITS SUCCESSORS AND ASSIGNS, HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS THE DISTRICT AND ITS ELECTED AND APPOINTED BOARD MEMBERS, OFFICERS, REPRESENTATIVES, CONSULTANTS (OTHER THAN CROSSROADS) AND AGENTS (COLLECTIVELY THE “*DISTRICT INDEMNITEES*”) FROM AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LOSSES, DAMAGES,**

**FINES, PENALTIES, SUITS, JUDGMENTS, AND LIABILITY OF EVERY KIND OR CHARACTER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, INCLUDING ALL COSTS, EXPENSES, COURT COSTS, AND ATTORNEY'S FEES INCURRED IN CONNECTION THEREWITH, WHICH ARE CAUSED BY, ASSOCIATED WITH, OR ARISE OUT OF THE INTENTIONAL, WILLFUL, RECKLESS, OR NEGLIGENT (WHETHER ACTIVE, PASSIVE OR GROSS) ACTS OR OMISSIONS OF CROSSROADS ARISING UNDER THIS CONTRACT. THIS INDEMNITY AND HOLD HARMLESS AGREEMENT WILL APPLY ONLY WHEN SUCH ACTS OR OMISSIONS ARE THOSE OF CROSSROADS, ITS EMPLOYEES, OFFICERS, AGENTS, OR SUBCONTRACTORS OF CROSSROADS.**

(b) ADDITIONALLY, CROSSROADS WILL INDEMNIFY THE DISTRICT INDEMNITEES FROM ANY AND ALL LIABILITY, LOSS, OR DAMAGE THAT ANY ONE OR MORE OF THE DISTRICT INDEMNITEES MAY SUFFER AS A RESULT OF CLAIMS, DEMANDS, COSTS, OR JUDGEMENTS AGAINST SUCH DISTRICT INDEMNITEE ARISING OUT OF THE FAILURE OF CROSSROADS, ITS EMPLOYEES, OFFICERS, OR AGENTS, OR ANY SUBCONTRACTOR OF CROSSROADS, TO CONFORM TO THE STATUTES, ORDINANCES, OR OTHER REGULATIONS OR REQUIREMENTS OF ANY GOVERNMENTAL AUTHORITY IN CONNECTION WITH CROSSROADS' OPERATION OF THE DISTRICT'S UTILITY SYSTEM UNDER THIS CONTRACT, UNLESS THE FAILURE TO CONFORM TO SUCH STATUTE, ORDINANCE, REGULATION, OR REQUIREMENT WAS A DIRECT RESULT OF CROSSROADS FOLLOWING THE EXPRESS INSTRUCTION OF AN AUTHORIZED DISTRICT INDEMNITEE. CROSSROADS' REQUIREMENT TO INDEMNIFY THE DISTRICT INDEMNITEES IN THIS SUBSECTION WILL NOT APPLY TO ANY DISTRICT INDEMNITEE USED BY THE DISTRICT TO DESIGN, BUILD, OR OPERATE THE DISTRICT'S FACILITIES AND UTILITY SYSTEM TO THE EXTENT SUCH FAILURE WAS A RESULT OF THE NEGLIGENT ACT OR OMISSION OF SUCH DISTRICT INDEMNITEE.

#### ARTICLE IX. MISCELLANEOUS

9.01 Interested Parties. Crossroads acknowledges that Texas Government Code Section 2252.908 ("Section 2252.908") requires disclosure of certain matters by contractors entering into a contract with a local government entity such as the District. Crossroads confirms that it has reviewed Section 2252.908 and will 1) complete Form 1295, using the unique identification number specified on page 1 of this 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 Crossroads executes and submits this contract to the District. Form 1295 is available at the TEC's website: <https://www.ethics.state.tx.us/filinginfo/1295/>. This contract is not effective until the requirements listed above are satisfied and any award of this contract by the District is expressly made contingent upon Crossroads' compliance with such requirements. **The signed Form 1295 may be submitted to the District in an electronic format.**

9.02 Conflicts of Interest. Crossroads acknowledges that Texas Local Government Code Chapter 176 ("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. Crossroads confirms that it has reviewed Chapter 176 and, if it is required to do so, will complete and return Form CIQ promulgated by the TEC and available on the TEC website at

<https://www.ethics.state.tx.us/forms/conflict/>, within seven days of the date of submitting this contract to the District or within seven days of becoming aware of a matter that requires disclosure under Chapter 176, whichever is applicable.

9.03 Verification Under Ch. 2271, Texas Government Code. If required under Chapter 2271 of the Texas Government Code, as amended, Crossroads represents and warrants that, at the time of execution and delivery of the Contract, neither Crossroads, 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. Crossroads understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with Crossroads.

9.04 Verification Under Ch. 2252, Texas Government Code. If required under Chapter 2252 of the Texas Government Code, as amended, ~~Contractor~~ Crossroads represents and warrants that, neither Crossroads, 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 Crossroads and each parent company, wholly-owned or majority-owned subsidiaries, and other affiliates of the same that exist to make a profit, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan, Iran or a foreign terrorist organization. Crossroads understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with Crossroads.

9.05 Tax Exempt Bond Compliance. Crossroads understands the District is going to finance payment of the invoices for services provided under this Contract with the proceeds of bonds, the interest of which is excludable from "gross Income" for federal income tax purposes, and that, therefore, this Contract has to comply with the management contract's safe-harbor guidelines of Rev. Proc. 2017-13, I.R.B. 2017-6, as amended and superseded ("*Guidelines*"). The District and Crossroads represent that compensation for the services provided by Crossroads is reasonable, and consistent with industry standards. Crossroads agrees that it is not entitled to and will not take any tax position that is inconsistent with being a service provider to the District with respect to the services provided in this Contract. In furtherance thereof, Crossroads agrees not to claim any depreciation or amortization deduction, investment tax credit, or deduction that the District would otherwise be allowed with respect to this Contract. Crossroads and the

District agree to make a good-faith effort to amend the Contract, to the extent necessary to ensure compliance with the Guidelines.

9.06 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"), Crossroads represents and warrants that, at the time of execution and delivery of the Contract, neither Crossroads, nor any wholly or majority-owned subsidiary, parent company, or affiliate of Crossroads 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).

9.07 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"), Crossroads represents and warrants that, at the time of execution and delivery of the Contract, neither Crossroads, nor any wholly or majority-owned subsidiary, parent company, or affiliate of Crossroads 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.

9.08 9-6Assignment. Neither the District nor Crossroads may assign this Contract without the prior written consent of the other party.

9.09 9-7Notices. All notices to be given under this Contract must be in writing and may be personally delivered or sent by United States certified mail, postage prepaid, return receipt requested, to the addresses shown at the end of this Contract. Either party may change its address by giving written notice to the other party of the change. Any time limitation provided in this Contract will commence on the date that the party actually receives such written notice, and the date of postmark of any return receipt indicating the date of delivery of notice to the addressee will be conclusive evidence of such receipt.

9.10 9-8Amendments. No amendment to this Contract will be binding upon the District or Crossroads unless it is in writing and signed by both Crossroads and the District.

9.11 9-9Applicable Law, Place of Performance. This Contract will be construed under and in accordance with the laws of the State of Texas. All of the obligations contained in this Contract are performable in Travis County, Texas.

[Signature pages follow.]

**COUNTERPART SIGNATURE PAGE TO**  
**CONTRACT FOR OPERATION AND MAINTENANCE**  
**OF RETAIL UTILITY SYSTEM**

**THE DISTRICT:**

**NORTHTOWN      MUNICIPAL      UTILITY**  
**DISTRICT**

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

Address:    c/o Armbrust & Brown, PLLC  
                 100 Congress Avenue, Suite 1300  
                 Austin, Texas 78701

**ATTEST:**

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

**COUNTERPART SIGNATURE PAGE TO**  
**CONTRACT FOR OPERATION AND MAINTENANCE**  
**OF RETAIL UTILITY SYSTEM**

**CROSSROADS:**

**CROSSROADS UTILITY SERVICES LLC**  
a Texas limited liability company

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

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

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

Address: 2601 Forest Creek Drive  
Round Rock, Texas 78665-1232

**EXHIBIT “A”  
PERSONNEL & EQUIPMENT RATES**

**PERSONNEL**

Classification	Regular Time (M-F 8am-5pm)	Overtime (M-F 5pm- 8am, Sat-Sun, holidays, all hours)	Billing Time Interval
Administrative – Clerical	<del>\$38.04</del> <u>\$45.00</u>	<del>\$57.06</del> <u>\$67.50</u>	<del>15 min</del> <u>1 hr.</u>
Field Service Representative	<del>\$39.54</del> <u>\$47.00</u>	<del>\$59.33</del> <u>\$70.50</u>	<del>15 min</del> <u>1 hr.</u>
Field Operator	<del>\$44.37</del> <u>\$52.00</u>	<del>\$66.57</del> <u>\$78.00</u>	<del>15 min</del> <u>1 hr.</u>
Senior Field Operator	<del>\$55.13</del> <u>\$65.00</u>	<del>\$82.69</del> <u>\$97.50</u>	<del>15 min</del> <u>1 hr.</u>
Equipment Operator	<del>\$46.79</del> <u>\$58.00</u>	<del>\$70.19</del> <u>\$87.00</u>	<del>15 min</del> <u>1 hr.</u>
Foreman	<del>\$58.26</del> <u>\$68.00</u>	<del>\$87.40</del> <u>\$102.00</u>	<del>15 min</del> <u>1 hr.</u>
Supervisor	<del>\$65.93</del> <u>\$76.00</u>	<del>\$98.90</del> <u>\$114.00</u>	<del>15 min</del> <u>1 hr.</u>
Mechanical Technician	<del>\$68.10</del> <u>\$79.00</u>	<del>\$102.14</del> <u>\$118.50</u>	<del>15 min</del> <u>1 hr.</u>
Electrical Technician	<del>\$71.40</del> <u>\$83.00</u>	<del>\$107.10</del> <u>\$124.50</u>	<del>15 min</del> <u>1 hr.</u>
Master Electrician/SCADA Tech	<del>\$102.64</del> <u>\$125.00</u>	<del>\$153.96</del> <u>\$187.50</u>	<del>15 min</del> <u>1 hr.</u>
District Manager	<del>\$108.68</del> <u>\$150.00</u>	<del>\$108.68</del> <u>\$225.00</u>	<del>15 min</del> <u>1 hr.</u>
VP/President	<del>\$125.00</del> <u>\$150.00</u>	<del>\$125.00</del> <u>\$225.00</u>	<del>15 min</del> <u>1 hr.</u>

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**EQUIPMENT**

Classification	Rate <del>Per Hour</del> <u>per hour</u>	Billing Time Interval
<del>Service Truck</del>	<del>\$29.40</del>	<del>15 min.</del>
<del>HD Service Truck</del> <u>12 Volt Pump</u>	<del>\$38.17</del> <u>10.00</u>	<del>2</del> <u>1 Hr.</u>
<u>2-3" Pump</u>	<u>\$21.00</u>	<u>1 Hr.</u>
<u>A-Frame Winch</u>	<u>\$20.00</u>	<u>1 Hr.</u>
<u>Air Compressor</u>	<u>\$28.00</u>	<u>1 Hr.</u>
<u>Air Compressor (Small)</u>	<u>\$11.00</u>	<u>1 Hr.</u>
<u>Arrow Board</u>	<u>\$24.00</u>	<u>1 Hr.</u>
<u>Back Hoe &amp; Trailer</u>	<del>\$70.30</del> <u>80.00</u>	<u>2 Hr.</u>
<del>HD/Small Crane Truck</del> <u>Blower</u>	<del>\$65.97</del> <u>7.00</u>	<del>2</del> <u>1 Hr.</u>
<del>Utility Trailer</del> <u>Chain Saw</u>	<del>\$19.16</del> <u>14.00</u>	<del>2</del> <u>1 Hr.</u>
<del>Utility Dump Trailer</del> <u>Cordless Hand Tools</u>	<del>\$39.90</del> <u>11.00</u>	<del>2</del> <u>1 Hr.</u>
<u>Cutoff Saw (Plus cost of blades)</u>	<u>\$23.00</u>	<u>1 Hr.</u>
<u>Cutting Torch</u>	<u>\$17.00</u>	<u>1 Hr.</u>
<u>Dump Truck (Crossroads)</u>	<del>\$100.00</del> <u>\$225.00</u>	<del>2 hr</del> <u>2 Hr.</u>
<del>Wastewater Vacuum Trailer (Crossroads)</del> <u>Electric Hand Tools</u>	<del>\$95.00</del> <u>17.00</u>	<del>2 hr</del> <u>1 Hr.</u>
<del>Plate Compactor</del> <u>Extension Ladder (20')</u>	<del>\$11.50</del> <u>10.00</u>	<del>1 hr</del> <u>1 Hr.</u>
<del>Jetting Trailer</del>	<del>\$95.00</del>	<del>2 hr.</del>
<del>Arrow Board</del>	<del>\$20.00</del>	<del>1 hr.</del>
<del>Utility Line Locator</del>	<del>\$78.75</del>	<del>15 min.</del>
<del>Meg/Ohm Meter</del>	<del>\$8.40</del>	<del>15 min.</del>
<del>Air Compressor</del>	<del>\$24.15</del>	<del>15 min.</del>
<del>Air Compressor (Small)</del>	<del>\$9.19</del>	<del>15 min.</del>
<del>Pressure Washer</del>	<del>\$21.16</del>	<del>15 min.</del>
<del>Jumping Jack</del>	<del>\$12.08</del>	<del>15 min.</del>
<del>Metal Detector</del>	<del>\$28.98</del>	<del>15 min.</del>
<del>Cutting Torch</del> <u>Fresh Air Blower</u>	<del>\$14.49</del> <u>18.00</u>	<del>15 min</del> <u>1 Hr.</u>
<u>Gas Generator – 110V</u>	<u>\$14.49</u> <u>18.00</u>	<u>15 min</u> <u>1 Hr.</u>
<del>Welding Machine</del> <u>HD Service Truck</u>	<del>\$21.74</del> <u>50.00</u>	<del>15 min</del> <u>2 Hr.</u>
<del>Weed-eater</del>	<del>\$6.04</del>	<del>15 min.</del>
<del>Shoring</del>	<del>\$35.00</del>	<del>1 hr.</del>
<del>Cutoff Saw (Plus cost of blades)</del>	<del>\$18.11</del>	<del>15 min.</del>
<del>Chain Saw</del>	<del>\$12.08</del>	<del>15 min.</del>
<del>Road Plate</del> <u>HD/Small Crane Truck</u>	<del>\$18.90</del> <u>82.00</u>	<del>15 min</del> <u>2 Hr.</u>
<u>Jack Hammer</u>	<u>\$13.65</u> <u>31.00</u>	<u>15 min</u> <u>1 Hr.</u>
<del>12 Volt Pump</del> <u>Jetting Trailer</u>	<del>\$8.45</del> <u>104.00</u>	<del>15 min</del> <u>2 Hr.</u>
<u>Jumping Jack</u>	<u>\$14.00</u>	<u>1 Hr.</u>
<u>Light Tower (1,000 Watt)</u>	<u>\$10.00</u>	<u>1 Hr.</u>

<u>Meg/Ohm Meter</u>	<u>\$10.00</u>	<u>1 Hr.</u>
<u>Metal Detector</u>	<u>\$32.00</u>	<u>1 Hr.</u>
<u>Plate Compactor</u>	<u>\$17.00</u>	<u>1 Hr.</u>
<u>Pressure Washer</u>	<u>\$24.00</u>	<u>1 Hr.</u>
<u>Road Plate</u>	<u>\$23.00</u>	<u>1 Hr.</u>
<u>Service Vehicle</u>	<u>\$40.00</u>	<u>1 Hr.</u>
<u>Shoring</u>	<u>\$40.00</u>	<u>1 Hr.</u>
<u>Skid Steer &amp; Trailer</u>	<u>\$80.00</u>	<u>2 Hr.</u>
Small camera (for televising)	<del>\$84.00</del> <u>95.00</u>	<del>1 hr</del> <u>1 Hr.</u>
<del>3" Pump</del>	<del>\$18.11</del>	<del>15 min.</del>
<del>Light Tower (1,000 Watt)</del>	<del>\$6.04</del>	<del>15 min.</del>
<del>"A" Box Cleaner</del>	<del>\$3.15</del>	<del>15 min.</del>
<u>Tapping Tools</u>	<del>\$18.90</del> <u>35.00</u>	<del>15 min</del> <u>2 Hr.</u>
<del>Extension Ladder (20')</del> <u>Utility Dump Trailer</u>	<del>\$6.04</del> <u>50.00</u>	<del>15 min</del> <u>2 Hr.</u>
<del>Fresh Air Blower</del> <u>Utility Line Locator</u>	<del>\$14.70</del> <u>88.00</u>	<del>15 min</del> <u>1 Hr.</u>
<del>A-Frame Winch</del> <u>Utility Trailer</u>	<del>\$14.70</del> <u>25.00</u>	<del>15 min</del> <u>2 Hr.</u>
<del>Electric Hammer</del> <u>Wastewater Camera (Saturn)</u>	<del>\$3.68</del> <u>\$2.75/linear foot and \$750 minimum</u>	<del>15 min</del> <u>2 Hr.</u>
<del>Electric Drill</del> <u>Wastewater Vac on Truck 1500 gal. (Crossroads)</u>	<del>\$3.68</del> <u>\$325.00/hr. plus \$0.75 per gallon disposal</u>	<del>15 min</del> <u>2 hr.</u>
<del>Electric Grinder</del> <u>Wastewater Vacuum Trailer (Crossroads)</u>	<del>\$3.68</del> <u>100.00</u>	<del>15 min</del> <u>2 hr.</u>
<del>Blower</del> <u>Weed eater</u>	<del>\$3.68</del> <u>7.00</u>	<del>15 min</del> <u>1 Hr.</u>
<del>Cordless Sawsall</del>	<del>\$3.68</del>	<del>15 min.</del>
<del>Cordless Impact Wrench</del> <u>Welding Machine</u>	<del>\$3.68</del> <u>25.00</u>	<del>15 min</del> <u>1 Hr.</u>

Version ~~2020~~ 2022.2

**EXHIBIT "B"  
SCHEDULE OF RATES**

**SANITARY SEWER AND WATER TAP INSPECTIONS AND INSTALLATION**

Water

Each water meter ~~change-out~~.....~~\$65.00~~change-out.....\$70.00  
(plus the cost of the materials)

Standard Residential water meter set/inspection (under 1" meter ~~size~~).....~~\$75.00~~size).....\$85.00  
(plus the cost of the materials)

Standard Commercial water meter set/inspection (under 1" meter ~~size~~).....~~\$75.00~~size).....\$85.00  
(plus the cost of the materials)

Each non-standard residential and commercial water meter set and tap inspection of 1" or greater meter size.....To be billed at rates specified in **Exhibit "A"**

Sewer

Standard Residential tap inspection (under 1" meter ~~size~~).....~~\$50.00~~size).....\$55.00

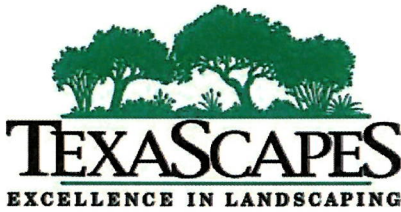
Standard Commercial tap inspection (under 1" meter ~~size~~).....~~\$75.00~~size).....\$80.00

Each non-standard residential and commercial tap inspection of 1" or greater meter size.....To be billed at rates specified in **Exhibit "A"**

Additional inspections of the same connection will be performed for a fee of ~~\$50.00~~\$65.00, which shall be billed by Operator, on behalf of the District, directly to the customer requiring the re-inspection, in accordance with the District's rate order.

Backflow device inspections will be performed for a fee of \$75.00.



~~Note: The prices contained in this Exhibit "B" are subject to change upon yearly review.~~



**MONTHLY REPORT**

**Northtown M.U.D.**

**Report Period: 08/01/2022 - 08/31/2022**


<b>Parks &amp; Entrance Grounds Maintenance</b>			
<p>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:</p>			

8/2 – 8/3	8/9 – 8/10	8/16 – 8/17	8/23	8/30 – 8/31
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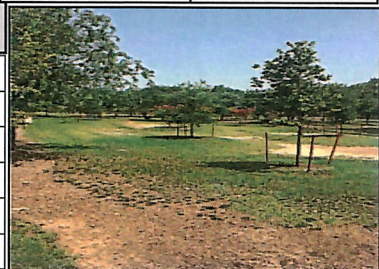
<b>Task/Observation/Area</b>	Highlights of services performed during regular maintenance
------------------------------	---

After completing the standard maintenance tasks such as mowing & string-trimming of the District’s irrigated turf areas, crews also detailed the District’s beds & tree rings, and spot-treated for fire ants too. Crews also picked up any deadfall limbs they observed throughout the District’s property. Finally, crews cut back plants in preparation for painting of the fire lane curbs.

<b>Greenbelt &amp; Drainage Maintenance</b>	Greenbelt & Drainage maintenance occurred during the week(s) of:	08/11/2022
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<b>Task/Observation/Area:</b>	Additional services/observations pertaining to the greenbelts & drainage	
<p>After completing the standard maintenance tasks such as mowing &amp; string-trimming of the District’s greenbelts and channels, crews also removed approximately 50-cu. ft. of trash/litter from within these same areas located throughout the District’s boundaries. In addition, crews also detailed the District’s sand beds as well.</p>		

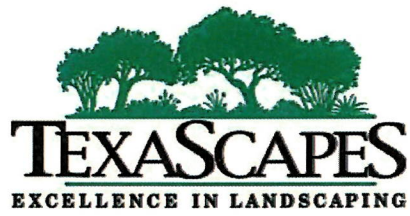
<b>Trail System Maintenance</b>	8/2 – 8/3	8/9 – 8/10	8/16 – 8/17	8/23	8/30 – 8/31
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<b>Task/Observation/Area</b>	Additional services/observations pertaining to the trail system	
<p>Crews completed the standard maintenance tasks such as mowing &amp; string-trimming of the District’s entire trail system, as well as having performed weed control in areas where needed throughout the District’s trails. In addition, crews also raked out any rough areas they observed within the District’s trail system as a way of achieving a smoother, neater overall appearance to the District’s trails.</p>		

<b>Irrigation System Maintenance</b>	8/2 – 8/3	8/9 – 8/10	8/16 – 8/17	8/23	8/30 – 8/31
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<b>Task/Observation/Area:</b>	Additional services/observations pertaining to the irrigation system
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A Licensed Irrigator performed a comprehensive irrigation system analysis and made any subsequent repairs totaling less than the \$300 pre-approved maximum while he was still on District property.



<b>Status of Proposal Work</b>	
Proposal #10001 - NT Poison Ivy Treatments 2022	- Completed 08/15/2022
Proposal #10013 - NT MS4 #14 Gaston Sheldon Pond - Wet Pond Maintenance 2022	- Pending/In-progress
Proposal # 10042 - Ragweed & Johnsongrass Removal Grow Zone & Natural Areas	- Pending/In-progress
Proposal # 10071 - 50 Acre Park Soccer Fields Weed, Irr., Seed, Regrow	- Pending/In-progress

<b>Notes / Miscellaneous</b>



UNIQUE CONTROL NO. 20220927-7(a)

DATE: September 14, 2022  
TO: Mona Oliver, District Manager  
Northtown Board of Directors  
FROM: Richard D. Fadal  
RE: Proposal for Temporary Landscape Maintenance of Settlers Meadow Office Park and Wildflower Pavilion Park upon Board Acceptance of both properties.

Please consider approval of this proposal for temporary landscape maintenance services as described below:

- The monthly services will conform to Article I. A Primary Services and Article I. B Drainage & Natural Area Services of the May 1, 2017 Landscape Maintenance Agreement between Northtown Municipal Utility District and TexaScapes, Inc.
- This service will be provided for the following monthly compensation added as line items to the TexaScapes monthly landscape maintenance invoice:
  - Settlers Meadow Office Park – A. Primary Service Areas \$9,640.00/month.
  - Settlers Meadow Office Park – B. Drainage & Natural Service Areas \$1,060.00/month.
  - Wildflower Pavilion Park – A. Primary Service Areas \$ 860.00/month.
  - Wildflower Pavilion Park – B. Drainage & Natural Service Areas \$ 880.00/month
- Additionally, the compensation for services associated with 4-20-2020 7 New Properties will be reduced as follows:
  - A. Primary Service Areas from \$2,115.00 to \$ 990.00.
  - B. Drainage & Natural Service Areas from \$1,740.00 to \$1,150.00/month.

#### CONTRACT ADDENDUM

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

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

**2. Conflicts of Interest.** Contractor acknowledges that Texas Local Government Code Chapter 176 (as amended, “*Chapter 176*”) requires the disclosure of certain matters by contractors doing business with or proposing to do business with local government entities such as the District. Contractor confirms that it has reviewed Chapter 176 and, if required to do so, will complete and return Form CIQ promulgated by the TEC, which is available on the TEC’s website at

AGENDA ITEM # 7(a)

<https://www.ethics.state.tx.us/forms/conflict/>, within seven days of the date of submitting the Contract to the District or within seven days of becoming aware of a matter that requires disclosure under Chapter 176, whichever is applicable.

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

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

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

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

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

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

**5. Verification Under Chapter 2274, Texas Government Code, Relating to Contracts With Companies Boycotting Certain Energy Companies.** If required under Chapter 2274 of the Texas Government Code (as amended, "Chapter 2274"), Contractor represents and warrants that, at the time of execution and delivery of the Contract, neither Contractor, nor any wholly or majority-owned subsidiary, parent company, or affiliate of Contractor that exists to make a profit, boycott energy companies or will boycott energy companies during the term of the contract. The foregoing verification is made solely to comply with Chapter 2274. As used in the foregoing verification, "boycott energy companies" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (1) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law or (2) does business with a company described in the preceding section (1).

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

Respectively submitted,

Accepted by: Northtown MUD

*Richard Fadal, President*

TexaScapes, Inc.

\_\_\_\_\_  
By: Brenda Richter, Pres.

Date: 09/27/2022

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

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

TexaScapes, Inc.  
Austin, TX United States

Certificate Number:  
2022-933955

Date Filed:  
09/14/2022

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

Northtown Municipal Utility District

Date Acknowledged:

**3** Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

20220927-7(a)

Temporary Landscape Maintenance of Settlers Meadow Office Park & Wildflower Pavilion Park\_dated 09/14/22

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

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

**6 UNSWORN DECLARATION**

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

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

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

Executed in Williamson County, State of Texas, on the 14th day of September, 2022.  
(month) (year)

*Richard Fadal*

Signature of authorized agent of contracting business entity  
(Declarant)

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

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Northtown Municipal Utility District

**Date Acknowledged:**  
09/15/2022

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20220927-7(a)  
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			Controlling	Intermediary
	Fadal, Richard	Georgetown, TX United States	X	
	Fadal, Jennifer	Georgetown, TX United States	X	
	Grissom, Doug	Leander, TX United States		X

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

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

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

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

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

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

# NORTHTOWN MUD

## MONTHLY REPORT

August 14, 2022 – September 16, 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 22 bandit signs throughout the district and flyers posted around district.
  - Cleaned out all water fountains & checked for loose bolts on all picnic benches, tables and playscapes.
  - Cut down and disposed of fallen trees and various limbs throughout park system after wind events.
  - Removed various debris from district creeks and ponds.
  - Cleaned and sharpened all chainsaw chains several times and made required repairs.
  - Performed preventive maintenance on all motorized equipment.
  - Monitored Wildflower well status and entered data in log.
  - Washed all shop rags, Ford F150 and ATV's.
  - Stocked wood pile for free disbursement in 50 Acre Park and WildFlower Park.
  - Made minor granite trail repairs due to rain.
  - Continue raising canopy in various park areas to maintain an open line of sight.
  - Picked up and disposed of dumped debris on various alleys & roadways in the District.
  - Continue cutting down dead trees marked for removal.
  - Closed and opened Dog Park during rainfall.
  - Cleanup and disposed of fallen trees & branches after storms.
  - Ordered replacement part for jump feature in the Dog park at 50 Acre Park. Eroded. *(closed item)*
  - Painted over graffiti on Merseyside greenbelt fence.
  - Painted over graffiti on inlet for Merseyside creek.
  - Assembled 8 new chairs for new office conference room.
- 
- Reported new parking lot lights at 50 Acre Park not working to STR. *(closed item)*
  - Contacted Stripe-It-Up to add WildFlower parking area onto quote, per BOD.
  - Facility committee authorized Alterman to make repairs to well system. *(closed item)*
  - Reported double check valve leak to Crossroads on 7/11/22. *(closed item)*
  - Posted Stage 3 water restriction signs per Crossroads.
  - Working with TCSO Coordinator regarding a parking concern in The Lakes due to resident complaints.
  - Removed "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.
  - Working with New Facility Construction subcommittee and various consultants regarding future office, pavilions and equipment projects. *(in progress)*

## Northtown MUD

NEW VIOLATIONS SENT A COURTESY CARD						
NOTES	ADDRESS	DATE NOTIFIED	PHOTO	15 DAY CHECK	ATTORNEY	VIOLATION
	1001 Antique Heritage	9/16/2022	N			Lawn is overgrown and in need of maintenance
	1201 Battenburg	9/16/2022	N			Garage door is in a state of disrepair
monitor No LP#	13808 Ceylon Tea	7/12/2022	N			Trailer parked in view
	14016 Ceylon Tea	9/5/2022	N			1. Lawn overgrown 2. Bulky debris in view
	14020 Ceylon Tea	9/5/2022	N			1. Lawn overgrown 2. Fence/gate disrepair
	904 Crieff Cross	8/31/2022	N			Bulky; Various debris must be stored out of view
	14908 Earl Grey	9/16/2022	N			Trailer parked in view
	13915 Greinert	8/31/2022	N			Bulky; Various debris must be stored out of view
monitor LP#Z24 ARA	13720 Lampting	8/22/2022	N			Trailer parked in view
gray Honda Civic LP# NPX 6849	14912 Lantern	8/31/2022	N			Derelict vehicle w/on jacks parked in view
	14420 Lemongrass	8/31/2022	N			Fence/gate is in disrepair
	15012 Plowshare	9/16/2022	N			Bulky; Various debris must be stored out of view
	13903 Randalstone	8/31/2022	N			Lawn is overgrown and in need of maintenance
	912 Sally Lunn	9/5/2022	N			Lawn is overgrown and in need of maintenance
	916 Sally Lunn	9/5/2022	N			Lawn is overgrown and in need of maintenance
	929 Sally Lunn	9/5/2022	N			Bulky; Various debris must be stored out of view
	808 Tapestry	9/5/2022	N			Fence/gate is in disrepair
monitor	413 Tudor House	8/22/2022	N			Trailer parked in view
	940 Twisted Fence	8/31/2022	N			Lawn is overgrown and in need of maintenance
	15028 Valerian Tea	9/16/2022	N			Garage door is in a state of disrepair
CONTINUING VIOLATIONS SENT A LETTER						
NOTE	ADDRESS	DATE NOTIFIED	PHOTO	15 DAY CHECK	ATTORNEY	VIOLATION
	1032 Antique Heritage	8/15/2022	Y			Bulky; Various debris must be stored out of view
	13709 Cambourne	8/8/2022	Y			1. Lawn overgrown 2. Bulky debris in view
	14004 Cambourne	8/15/2022	Y			Lawn is overgrown and in need of maintenance
	803 Dawlish	7/9/2021	Y			A/C unit in view from street
	13624 Merseyside	8/8/2022	Y			Bulky; Various debris must be stored out of view
	13733 Merseyside	8/8/2022	Y			Bulky; Various debris must be stored out of view
confused why he cant have	901 Thayer	6/15/2022	Y			Camper and or trailers parked in view

## Northtown MUD

NOTE	ADDRESS	DATE NOTIFIED	PHOTO	15 DAY CHECK	ATTORNEY	VIOLATION
monitor	15005 Antique Finish	3/4/2022	Y	Repeat CV	3/31/2022	1. Debris in view 2. Trash cans in view
	809 Burnsall Gates	5/27/2022	Y	Same	7/15/2022	1. Lawn overgrown 2. Debris in view
	811 Burnsall Gates	1/23/2021	Y	Same	4/20/2021	Bulky; Various debris must be stored out of view
	13810 Cambourne	6/23/2022	Y	Same	8/4/2022	1. Lawn overgrown
	13907 Cambourne	7/5/2022	Y	Same	8/23/2022	Bulky; Various debris must be stored out of view
	802 Dawlish	4/26/2022	Y	Same	6/28/2022	1. Fence/gate is in disrepair 2. Debris in view
monitor	1101 Grey Castle	2/15/2021	Y	Same	7/2/2021	Trailer parked in view
	14000 Lampting	7/5/2022	Y	Same	8/23/2022	1. Rear & front fence disrepair 2. Deck disrepair/unsightly
monitor	13910 Lampting	12/13/2021	Y	Same	2/11/2022	1. Trailer parked in view 2. Debris 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
	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
	1209 Tudor House	10/8/2019	Y	Same	11/19/2019	Derelict vehicle w/ exp registration & no plates parked in view
<b>RESOLVED</b>						
NOTE	ADDRESS	DATE NOTIFIED	PHOTO	10 DAY CHECK	ATTORNEY	VIOLATION
	906 Antique Heritage	6/6/2022	Y	Same	7/27/2022	Trash cans in view for extended period of time
	908 Antique Heritage	7/12/2022	Y			1. Debris in view 2. Lawn overgrown
	13718 Cambourne	8/8/2022	N			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
	14012 Conner Downs	7/18/2022	Y			Fence/gate is in disrepair
	14801 Earl Grey	8/22/2022	N			Bulky; Various debris must be stored out of view
	904 Elderberry Tea	8/15/2022	N			Bulky; Various debris must be stored out of view
	917 Elderberry Tea	8/15/2022	N			Fence/gate is in disrepair
monitor	913 Friendship Quilt	3/11/2022	N			Boat parked in view of street
	14621 Ginseng	8/8/2022	N			Bulky; Various debris must be stored out of view
	15325 Lady Elizabeth	8/15/2022	N			Bulky; Various debris must be stored out of view
	1716 Lady Grey	7/29/2022	N			Bulky; Various debris must be stored out of view

## Northtown MUD

	14030 Lampting	7/29/2022	N			Bulky; Various debris must be stored out of view
	14709 Lantern	7/18/2022	N			Trailer parked in view
	14800 Lantern	7/18/2022	Y			Bulky; Various debris must be stored out of view
	13606 Letti	7/29/2022	Y			Bulky; Various debris must be stored out of view
	13614 Letti	6/6/2022	Y			Bulky; Various debris must be stored out of view
	13615 Letti	7/29/2022	N			Bulky; Various debris must be stored out of view
	13703 Letti	8/22/2022	N			Bulky; Various debris must be stored out of view
	13618 Merseyside	6/23/2022	N			Bulky; Various debris must be stored out of view
car engine	13620 Merseyside	5/27/2022	Y	Same	7/14/2022	Various debris must be stored out of view
	13716 Merseyside	8/27/2022	N			Nuisance; Rabbits in neighbors yards
	14018 Merseyside	8/8/2022	N			Bulky; Various debris must be stored out of view
	14300 Nestle	8/22/2022	N			Fence/gate is in disrepair
	928 Sally Lunn	8/22/2022	N			Fence/gate is in disrepair
	817 Tapestry	7/29/2022	N			1. Dumpster in view 2. Trailer in view
	813 Tudor House	7/29/2022	N			Bulky; Various debris must be stored out of view
says done	1100 Tudor House	7/12/2022	Y	Same	9/2/2022	Bulky; Various debris must be stored out of view
	15024 Valerian Tea	8/15/2022	N			Bulky; Various debris must be stored out of view
monitor	14620 B Walt Whitman	3/18/2022	N			Vehicle parked in the front yard/lawn

# WildFlower

## VIOLATIONS SENT A COURTESY REMINDER

NOTES	ADDRESS	DATE NOTIFIED	PHOTO	15 DAY CHECK	ATTORNEY	VIOLATION
monitor	101 Blue Flax	6/8/2022	N			Front trailer parked in view
	106 Blue Flax	9/6/2022	N			1. Lawn overgrown 2. Mow back by parking pad
	122 Blue Flax	9/18/2022	N			Mow back area by parking pad
	126 Blue Flax	9/18/2022	N			Mow back area by parking pad
	137 Blue Flax	9/6/2022	N			Front fence/gate is in a state of disrepair
	13713 Golden Flax	9/3/2022	N			1. Lawn overgrown 2. Mow back by parking pad
monitor LP# 290 134K	13900 Golden Flax	7/24/2022	N			Front trailer parked in view
	13901 Golden Flax	9/6/2022	N			Front fence/gate is in a state of disrepair
	14014 Golden Flax	9/3/2022	N			Rear bulky debris in view
	14018 Golden Flax	9/3/2022	N			1. Mow back area 2. Rear bulky debris in view
	106 Mist Flower	9/18/2022	N			Rear bulky debris in view
	115 Mist Flower	9/18/2022	N			Rear bulky debris in view
	117 Segovia	8/20/2022	N			1. Front litter/debris in view 2. Rear bulky debris
	125 Segovia	9/18/2022	N			Rear bulky debris in view
	129 Segovia	9/6/2022	N			Mow back area by parking pad
	137 Segovia	9/6/2022	N			Rear fence/gate is in a state of disrepair
	13801 Spring Heath	8/26/2022	N			Rear fence/gate is in a state of disrepair
monitor - black BMW Temp tag	13816 Spring Heath	7/24/2022	N			Vehicle parked on the front lawn
	100 Wild Senna	8/26/2022	N			Rear fence/gate is in a state of disrepair
	208 Wild Senna	9/3/2022	N			Mow back area by parking pad
	212 Wild Senna	9/3/2022	N			Mow back area by parking pad
says gone	301 Wild Senna	9/6/2022	N			Rear bulky debris in view
	213 Wild Senna West	8/26/2022	N			Rear debris in view

## VIOLATIONS SENT A LETTER

NOTE	ADDRESS	DATE NOTIFIED	PHOTO	15 DAY CHECK	ATTORNEY	VIOLATION
	122 Blue Flax	8/9/2022	Y			Lawn overgrown and in need of maintenance
monitor- owner confirmed by CW	201 Segovia	5/1/2022	Y			2. Rear trailer parked in view
monitor	201 Segovia	5/1/2022	Y			1. Rear bulky in view
owner death (HOLD)	13722 Spring Heath	4/13/2022	Y			Mow back area by parking pad
new owner	320 Wild Senna	8/15/2022	Y			3. Fence/gate disrepair

## WildFlower

### CONTINUING VIOLATIONS NOT RESOLVED - SENT TO ATTORNEY

NOTE	ADDRESS	DATE NOTIFIED	PHOTO	15 DAY CHECK	ATTORNEY	VIOLATION
	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
	13806 Spring Heath	2/16/2022	Y	Same	3/31/2022	Front various debris in view
	13806 Spring Heath	7/16/2021	Y	Same	9/7/2021	Rear fence/gate is in a state of disrepair
	127 Star Flower	9/18/2020	Y	Same	5/13/2021	Garage / shed disrepair
	214 Wild Senna West	8/11/2020	Y	Same	10/2/2020	1. Front fence/gate disrepair 2. Lawn maintenance
blue Dodge Nitro LP# NJX 912	214 Wild Senna West	11/18/2019	Y	Same	1/3/2020	1. Derelict vehicle w/flat tire parked in view

### RESOLVED

NOTE	ADDRESS	DATE NOTIFIED	PHOTO	15 DAY CHECK		VIOLATION
	105 Blue Flax	8/26/2022	N			Front debris in view
	118 Blue Flax	8/26/2022	N			Rear bulky debris in view
	133 Blue Flax	8/26/2022	N			Front & rear debris in view
	13704 Golden Flax	6/27/2022	Y			Rear fence/gate is in a state of disrepair
white truck LP# FHW 0631	13716 Golden Flax	8/20/2022	N			Rear derelict vehicle w/on jacks
	13724 Golden Flax	8/20/2022	N			Mow back area by parking pad
	13816 Golden Flax	8/20/2022	N			1. Lawn overgrown 2. Mow back by parking pad
monitor	114 Mist Flower	5/30/2022	N			Rear derelict vehicle w/flat tire parked in view
blue Mercedes no LP#	101 Segovia	8/3/2022	N			Front derelict vehicle w/exp tag
	181 Segovia	7/14/2022	Y	Same	8/25/2022	Rear bulky debris in view
monitor no LP (says not his)	205 Segovia	7/24/2022	Y			Front trailer parked in view
	13719 Spring Heath	8/3/2022	N			Rear bulky debris in view
	13800 Spring Heath	7/14/2022	Y			1. Rear bulky debris in view 2. Trash cans in view
	13812 Spring Heath	8/9/2022	N			Front bulky debris in view
monitor	13823 Spring Heath	4/21/2022	Y			Front trailer parked in view
	13828 Spring Heath	7/24/2022	N			Rear fence/gate is in a state of disrepair
	104 Wild Senna	8/9/2022	N			Front bulky debris in view
	317 Wild Senna	5/12/2022	Y	Same	7/7/2022	1. Lawn is overgrown
	318 Wild Senna	7/24/2022	N			Rear bulky debris in view

## WildFlower

silver Kia SUV No LP# new owner	320 Wild Senna	8/15/2022	N			1. Rear derelict vehicle w/broken out rear window & no license plate 2. Rear various debris in view
new owner	320 Wild Senna	8/15/2022	N			1. Front lawn in need of maintenance 2. Front fence disrepair 3. Front debris in view
	200 Wild Senna West	8/9/2022	N			Mow back area by parking pad

**NORTHTOWN MUNICIPAL UTILITY DISTRICT  
RESTRICTIVE COVENANT VIOLATIONS – SEPTMEBER 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 02/18/2020
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 03/19/2020
14025 Maricella Lane	Debris in view	3/6/2020	6/23/2020	1/20/2021			Deadline for NOIL compliance is as of 02/04/2021
13902 Lothian Drive	Derelict vehicle, lawn in need of maintenance	12/14/2020	2/25/2021	3/23/2021	5/20/2021		Deadline for compliance of Special Final Notice is 06/04/2021
811 Burnsall Gates Drive	Debris in view	3/24/2021	5/18/2021	6/22/2021	7/13/2021		Deadline for compliance of Special Notice is 07/28/2021
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 03/03/2022 <b>**Monitoring**</b>

**NORTHTOWN MUNICIPAL UTILITY DISTRICT  
RESTRICTIVE COVENANT VIOLATIONS – SEPTMEBER 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 04/02/2020
214 Wild Senna Drive West	Fence in disrepair, lawn in need of maintenance	9/15/2020	10/26/2020					Deadline for compliance is as of 11/10/2020
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
13726 Merseyside Drive	Debris in view	9/28/2021	11/3/2021	12/1/2021	1/7/2022			Deadline for compliance for Special Final Notice is as of 01/21/2011
113 Segovia Way	Fence in disrepair, lawn in need of maintenance, debris in view	11/17/2021	12/28/2021	1/31/2022	2/23/2022			Deadline for compliance for Special Final Notice is as of 03/09/2022
13910 Lampting Drive	Trailer in view, Debris in view	1/5/2022	2/15/2022					Deadline for compliance is as of 03/02/2022 <b>**Monitoring**</b>

**NORTHTOWN MUNICIPAL UTILITY DISTRICT  
RESTRICTIVE COVENANT VIOLATIONS – SEPTMEBER 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>
14108 Naruna Way	Fence in disrepair	2/11/2022	3/11/2022	4/5/2022	5/9/2022			Deadline for compliance is as of 5/23/2022
15005 Antique Finish Drive	Debris in view	3/4/2022	4/4/2022		5/9/2022			Deadline for compliance is as of 5/23/2022
13806 Spring Heath Drive	Debris in view	3/11/2022	4/4/2022					Deadline for compliance is as of 4/19/2022
802 Dawlish Drive	Debris in view; fence/ gate in disrepair	5/26/2022	6/28/2022	7/28/2022 8/30/2022				Deadline for compliance is as of 9/14/2022
809 Burnsall Gates Drive	Debris in view, lawn in need of maintenance	6/24/2022	7/18/2022	8/15/2022				Deadline for compliance is as of 8/30/2022
13810 Cambourne Drive	Lawn in need of maintenance	7/15/2022	8/8/2022 8/15/2022					Deadline for compliance is as of 8/30/2022
13907 Cambourne Drive	Debris in view	7/27/2022	8/24/2022					Deadline for compliance is as of 9/8/2022
14000 Lampting Drive	Fence in disrepair, deck in disrepair	7/27/2022	8/24/2022					Deadline for compliance is as of 9/8/2022

**NORTHTOWN MUNICIPAL UTILITY DISTRICT  
RESTRICTIVE COVENANT VIOLATIONS LAWSUITS – SEPTEMBER 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 01/18/2022. Suit filed on 01/20/2022.
105 Segovia Way	Lawn in need of maintenance, fence in disrepair	7/16/2020	8/26/2020	10/28/2020	12/10/2020	1/20/2022	Law Suit approved by subcommittee on 01/18/2022. Suit filed on 01/20/2022.

## District Manager Monthly Expense Approvals

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

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

<i>OFFICE PURCHASES</i>			
DATE	ITEM	PURPOSE	AMOUNT
8/5/2022	Paper towels (24 ct), paper plated, plastic forks	Restock	\$58.34
8/10/2022	Stamps (2 rolls)	Restock	\$120.00
8/24/2022	Battery for security alarm	Replace	\$46.54
	Subtotal		<u>\$224.88</u>
<i>PARKS &amp; MAINTENANCE PURCHASES</i>			
DATE	ITEM	PURPOSE	AMOUNT
8/5/2022	HEB Gift card	Fuel	\$50.00
8/5/2022	Toilet paper (3 bxs)	Restock	\$75.54
8/25/2022	Trash bags (9 bxs), loppers, furniture polish, hand soap	Restock	\$320.74
8/25/2022	Diesel Fuel	ATV's	\$100.00
	Subtotal		<u>\$546.28</u>
	<b>Grand Total for the Month</b>		<b><u>\$771.16</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

<i>OFFICE PURCHASES</i>			
DATE	ITEM	PURPOSE	AMOUNT
9/13/2022	Nothing to report		
	Subtotal		<u>\$0.00</u>
<i>PARKS &amp; MAINTENANCE PURCHASES</i>			
DATE	ITEM	PURPOSE	AMOUNT
9/13/2022	Diesel Fuel	ATV's	\$45.50
	Subtotal		<u>\$45.50</u>
	<b>Grand Total for the Month</b>		<b><u>\$771.16</u></b>

## Northtown Reservation Ledger

Date Paid & Form Rcv'd	Reservation Date	Name	Pavilion or Disc Golf	In / Out of District	Res. Fee Rcv'd	Deposit Rcv'd	Deposit Withheld	Notes	Refund Amount
1/11/2022	3/19/2021	L. Mallet #001	Disc Golf	Out	\$300.00	\$100.00		Requested refund from B&D 3/22/22	\$100.00
1/14/2022	3/19/2021	L. Mallet #002	Pav	Out	\$100.00	\$200.00		Requested refund from B&D 3/22/22	\$200.00
2/11/2022	4/16/2022	L. Ramirez #003	Pav	In	\$25.00	\$100.00		Requested refund from B&D 4/21/22	\$100.00
2/22/2022	3/5/2022	L. Hill #004	Pav	In	\$25.00	\$100.00		Requested refund from B&D 3/7/22	\$100.00
3/7/2022	3/27/2022	G. Little #005	Pav	In	\$25.00	\$100.00		Requested refund from B&D 3/29/22	\$100.00
5/11/2022	6/18/2022	R. Siles #006	Pav	In	\$25.00	\$100.00		Requested refund from B&D 6/27/22	\$100.00
6/14/2022	7/23/2022	S. Thomas #007	Pav	In	\$25.00	\$100.00		Requested refund from B&D 8/3/22	\$100.00
7/18/2022	10/26/2022	K. Maute #008	Disc Golf	Out	\$300.00	\$100.00			
7/18/2022	10/27/2022	K. Maute #009	Disc Golf	Out	\$300.00	\$100.00			
7/18/2022	10/28/2022	K. Maute #010	Disc Golf	Out	\$300.00	\$100.00			
7/18/2022	10/29/2022	K. Maute #011	Disc Golf	Out	\$300.00	\$100.00			
8/31/2022	10/15/2022	R. Siles #012	Pav	In	\$25.00	\$100.00			
8/31/2022	12/17/2022	M. Heckman #013	Pav	Out	\$100.00	\$200.00			
9/12/2022	9/18/2022	R. Robinson #014	Pav	In	\$25.00	\$100.00			
9/12/2022	10/1/2022	A. Russell #015	Pav	In	\$25.00	\$100.00			
9/16/2022	9/24/2022	P. Allen #016	Pav	In	\$25.00	\$100.00			
<b>Total Income =</b>					<b>\$1,925.00</b>				



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

texasdisposal.com

**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	48	9	4	26	11	5
<b>Totals</b>	<b>132</b>	<b>22</b>	<b>34</b>	<b>89</b>	<b>48</b>	<b>14</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	63	8	12	23	21	3
May	52	8	10	7	23	1
June	52	4	4	15	22	3
<b>Totals</b>	<b>167</b>	<b>20</b>	<b>26</b>	<b>45</b>	<b>66</b>	<b>7</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	53	5	10	17	41	12
August	41	7	4	25	21	1
September						
<b>Totals</b>	<b>94</b>	<b>12</b>	<b>14</b>	<b>42</b>	<b>62</b>	<b>13</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>393</b>	<b>54</b>	<b>74</b>	<b>176</b>	<b>176</b>	<b>34</b>
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**Northtown- 2022 Operations Report**  
**August**

**Courtesy Pick-ups**

CUST #	CUSTOMER NAME	ADDRESS		DATE	ACTION	W/O#
88643	OTALORA	1420	ORANGE SPICE	8/13/2022	96G RECY CLE	6737988
94421	GARCIA	1117	CORONATION	8/27/2022	96G TRASH CL	6775925
127621	JONES	14208	SUMATRA	8/13/2022	96G TRASH CL	6753955
127621	JONES	14208	SUMATRA	8/13/2022	96G RECY CLE	6753957

**Bulky Waste**

CUST #	CUSTOMER NAME	ADDRESS		DATE	ACTION	W/O#
61736	LABDELL	1001	ANTIQUER HERITAGE	8/13/2022	BULKY WASTE	6750537
61841	TROUTMAN	13718	CAMBOURNE	8/6/2022	BULKY WASTE	6746297
69464	RUSSELL	13615	LETTI	8/13/2022	BULKY WASTE	6752340
70168	2770059	13908	CAMBOURNE	8/13/2022	BULKY WASTE	6750953
70299	WHITAKER	14708	EARL GREY	8/27/2022	BULKY WASTE	6770872
70528	EBOTUKA	1116	GREY CASTLE	8/30/2022	BULKY WASTE	6769516
70622	ONYENAKA	908	FLATTERS	8/27/2022	BULKY WASTE	6773000
70716	ALQAYSI	14416	HARCOURT HOUSE	8/13/2022	BULKY WASTE	6753019
70878	MORAN	15001	LANTERN	8/6/2022	BULKY WASTE	6737074
70893	BOWIE	15107	LANTERN	8/13/2022	BULKY WASTE	6754805
71051	FOULKE	13614	LETTI	8/13/2022	BULKY WASTE	6754803
71283	HILL	13903	MERSEYSIDE	8/16/2022	BULKY WASTE	6760184
71491	MAYO	149	SEGOVIA	8/13/2022	BULKY WASTE	6750743
71731	MAYES	813	TUDOR HOUSE	8/6/2022	BULKY WASTE	6734996
71783	ADAMS	116	WILD SENNA	8/6/2022	BULKY WASTE	6738250
73034	CHURCH	807	DAWLISH	8/20/2022	BULKY WASTE	6764796
74706	ANSOHN	14905	HYSON	8/6/2022	BULKY WASTE	6738821
76416	DUGGAN	704	BATTENBURG	8/20/2022	BULKY WASTE	6759431
76938	HAYES	15120	MANDARIN	8/13/2022	BULKY WASTE	6756288
80967	ROSS	14717	ENGLISH ROSE	8/13/2022	BULKY WASTE	6753658
81662	AMARANTE	14712	ENGLISH ROSE	8/20/2022	BULKY WASTE	6759072
85540	MATTHEWS	1725	DARJEELING	8/13/2022	BULKY WASTE	6754952
85776	RIVERA	1729	DARJEELING	8/20/2022	BULKY WASTE	6760183
88208	RICHARD	1408	ORANGE SPICE	8/20/2022	BULKY WASTE	6759433
88255	POSADAS	1724	LADY GREY	8/6/2022	BULKY WASTE	6736450
92343	BARTA	1328	CORONATION	8/13/2022	BULKY WASTE	6739731
94502	INTO	1304	PEPPERMINT	8/6/2022	BULKY WASTE	6723387
95679	NRTH	13804	HARRIS RIDGE	8/27/2022	BULKY WASTE	6769473
95755	NGUYEN	1208	PEPPERMINT	8/6/2022	BULKY WASTE	6746288
97007	BELL	921	PEPPERMINT	8/20/2022	BULKY WASTE	6764683
100483	NGUYEN	14813	LIPTON	8/27/2022	BULKY WASTE	6774083
105768	LOCKRIDGE	14104	HARRIS RIDGE	8/20/2022	BULKY WASTE	6763930
113600	NGUYEN	14804	FALLING STONE	8/16/2022	BULKY WASTE	6760308

114994	GONZALES	14521	HARRIS RIDGE	8/13/2022	BULKY WASTE	6739306
116300	PHAM	925	SWEET LEAF	8/20/2022	BULKY WASTE	6761146
117422	GRAY	14700	HYSON	8/6/2022	BULKY WASTE	6739377
123428	SPENCE	14504	CHARLES DICKENS	8/20/2022	BULKY WASTE	6769150
124393	DANG	809	WATSON	8/6/2022	BULKY WASTE	6738453
131560	FRAZIER	805	JANE AUSTEN	8/6/2022	BULKY WASTE	6722975
159070	WONG	14604	LAKE VICTOR	8/13/2022	BULKY WASTE	6750176
14470	NORTHTOWN		VARIOUS LOCATIONS	8/6/2022	BULKY WASTE	6739383

#### Missed Pick-ups

CUST #	CUSTOMER NAME	ADDRESS	DATE	ACTION	W/O#	
61731	HP TEXAS	15017	ANTIQUÉ FINISH	8/2/2022	96G RECY MIS	6737146
61800	LE	141	BLUE FLAX	8/26/2022	96G TRASH M	6772795
71619	FLORES	13828	SPRING HEATH	8/30/2022	96G TRASH M	6779995
89632	SERRANO	1112	TUDOR HOUSE	8/2/2022	96G RECY MIS	6737055
93528	RESIDENT	14409	SPEARMINT TEA	8/2/2022	96G TRASH M	6737173
94421	GARCIA	1117	CORONATION	8/26/2022	96G TRASH M	6770206
106442	ELLISON	1901	GOLDEN SUNRISE	8/2/2022	96G TRASH M	6736980

#### Cart Deliveries

CUST #	CUSTOMER NAME	ADDRESS	DATE	ACTION	W/O#	
70186	MCGARITY	14014	GOLDEN FLAX	8/20/2022	96G RES TRAS	6763122
70704	RATTRAY	14304	HARCOURT HOUSE	8/6/2022	96G RES RECY	6746194
70711	SOTO	14316	HARCOURT HOUSE	8/13/2022	96G RES RECY	6759634
70725	VERGARA	13712	LAMPTING	8/20/2022	96G RES TRAS	6760882
70921	DE LA ROSA	14329	LEMONGRASS	8/6/2022	96G RES RECY	6737456
70929	AH4R 1 TX, LLC	14412	LEMONGRASS	8/20/2022	96G RES RECY	6761381
70936	KELLERMAN	14425	LEMONGRASS	8/6/2022	96G RES RECY	6747093
71283	HILL	13903	MERSEYSIDE	8/13/2022	96G RES TRAS	6751202
71308	BROWN	14008	MERSEYSIDE	8/13/2022	96G RES TRAS	6751854
71308	BROWN	14008	MERSEYSIDE	8/13/2022	96G RES RECY	6751854
71664	VILLATORO	14312	TEACUP	8/20/2022	96G RES RECY	6760243
71671	CROOKS	14325	TEACUP	8/20/2022	96G RES RECY	6760276
72050	HYDE	13925	CONNER DOWNS	8/13/2022	96G RES TRAS	6751266
72051	RODRIGUEZ	13926	CONNER DOWNS	8/27/2022	96G RES TRAS	6772317
72067	HOMETEX	803	CRIEFF CROSS	8/6/2022	96G RES TRAS	6736917
74498	HILL	802	DAWLISH	8/13/2022	96G RES TRAS	6752266
80967	ROSS	14717	ENGLISH ROSE	8/6/2022	96G RES TRAS	6736892
96715	HUFFMAN	1517	TUDOR HOUSE	8/20/2022	96G RES RECY	6765847
110272	HERNANDEZ	1521	TEA LEAF	8/6/2022	96G RES RECY	6736921
127647	TREVINO	13928	CAMBOURNE	8/20/2022	96G RES TRAS	6763305
143194	BEDFORD	921	MAHOMET	8/13/2022	96G RES TRAS	6752376
149959	DUEHRING	14705	FAIRLAND	8/27/2022	96G RES TRAS	6778028

149959	DUEHRING	14705	FAIRLAND	8/27/2022	96G RES RECY	6778028
289299	BERRONES	14617	HYSON CROSSING	8/13/2022	96G RES TRAS	6752607
289299	BERRONES	14617	HYSON CROSSING	8/13/2022	96G RES RECY	6752607

**Cart Swaps**

CUST #	CUSTOMER NA	ADDRESS		DATE	ACTION	W/O#
61505	VICINAIZ	13708	GOLDEN FLAX	8/27/2022	SWAP 9T CAR	6770223
70193	TIJERINA	14034	GOLDEN FLAX	8/6/2022	SWAP 9T CAR	6717516
70711	SOTO	14316	HARCOURT HOUSE	8/13/2022	SWAP 9T CAR	6759637
70721	ROBERTS	13704	LAMPTING	8/27/2022	SWAP 9T CAR	6770152
71389	OKEREKE	15132	PLOWSHARE	8/6/2022	SWAP 9Y CAR	6708911
71418	OVIATT	13811	RANDALSTONE	8/27/2022	SWAP 9Y CAR	6770193
71419	HUMFELD	13812	RANDALSTONE	8/27/2022	SWAP 9Y CAR	6770197
71423	VELAZQUEZ	13902	RANDALSTONE	8/27/2022	SWAP 9Y CAR	6770198
71425	GARRETT	13904	RANDALSTONE	8/27/2022	SWAP 9Y CAR	6770199
71436	NGUYEN	13914	RANDALSTONE	8/27/2022	SWAP 9Y CAR	6770201
71443	WHALEN	13921	RANDALSTONE	8/27/2022	SWAP 9Y CAR	6770202
71444	CORBETT	13922	RANDALSTONE	8/27/2022	SWAP 9Y CAR	6770203
71633	VAZQUEZ	115	STAR FLOWER	8/27/2022	SWAP 9Y CAR	6770191
71634	CARR	118	STAR FLOWER	8/27/2022	SWAP 9Y CAR	6770189
71772	VAZQUEZ	102	WILD SENNA	8/27/2022	SWAP 9Y CAR	6770238
71774	BUENTELLO	106	WILD SENNA	8/27/2022	SWAP 9Y CAR	6770240
71830	SALAS	219	WILD SENNA	8/27/2022	SWAP 9T CAR	6770211
71842	GARZA	306	WILD SENNA	8/27/2022	SWAP 9Y CAR	6770241
72002	CONDE	13920	CEYLON TEA	8/6/2022	SWAP 9T CAR	6738103
127341	GIAND	14908	LIPTON	8/13/2022	SWAP 9T CAR	6759833
244564	ALVERADO	14124	PURPLE AZALEA	8/20/2022	SWAP 9T CAR	6760330

**Cart Terms**

CUST #	CUSTOMER NA	ADDRESS		DATE	ACTION	W/O#
127621	JONES	14208	SUMATRA	8/13/2022	CART 9T TERM	6753946



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

texasdisposal.com

## Northtown MUD Trash and Recycle Weight Report 2022

### 1st Quarter 2022

Month	Estimated Trash Tonnage	Estimated Recycle Tonnage
January	213.38	55.92
February	237.54	58.65
March	236.08	56.94

Total Tonnage for 1st Qtr 687.00 171.51

### 2nd Quarter 2022

Month	Estimated Trash Tonnage	Estimated Recycle Tonnage
April	261.22	50.47
May	256.93	44.68
June	244.84	60.76

Total Tonnage for 2nd Qtr 762.99 155.91

### 3rd Quarter 2022

Month	Estimated Trash Tonnage	Estimated Recycle Tonnage
July	281.00	63.09
August	227.92	42.96
September		

Total Tonnage for 3rd Qtr 508.92 106.05

### 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>1958.91</b>	<b>433.47</b>
----------------------------------	----------------	---------------

## Northtown MUD - August 2022

### Estimated Trash Weights

Date	Truck #	Route	Ticket #	Tonnage on Route
8/6/2022	44077	A405	2915459	4.45
8/6/2022	41081	A403	2915578	8.91
8/6/2022	44071	A406	2915624	12.38
8/6/2022	44070	A402	2915635	9.08
8/6/2022	41123	A405	2915654	7.07
8/6/2022	41087	A404	2915661	8.67
8/13/2022	60121	A403	2920663	11.31
8/13/2022	44076	A406	2920851	12.49
8/13/2022	44075	A405	2920857	9.15
8/13/2022	44080	A403	2920894	10.5
8/13/2022	44068	A404	2920907	6.97
8/13/2022	41125	A401	2920936	10.14
8/13/2022	41085	A402	2920939	8.93
8/20/2022	44080	A406	2925740	5.75
8/20/2022	44069	A404	2925819	8.28
8/20/2022	41125	A401	2925826	8.82
8/20/2022	44071	A402	2925828	9.13
8/20/2022	44075	A405	2925872	8.12
8/20/2022	44077	A406	2925888	5.43
8/20/2022	44070	A403	2925926	7.52
8/27/2022	41125	A401	2930656	7.89
8/27/2022	44068	A403	2930726	9.4
8/27/2022	44080	A406	2930756	14.01
8/27/2022	41126	A402	2930757	9.31
8/27/2022	44084	A404	2930762	11.99
8/27/2022	44072	A405	2930804	7.72

**Total Trash Tonnage** **233.42**

Total Northtown Containers	3271
/Total containers on all routes	3350
<hr/>	
% of Northtown containers in routes	97.64%
Total Tonnage	233.42
X % of Northtown containers in routes	97.64%
<b>Estimated trash tonnage</b>	<b>227.92</b>
<hr/>	

### Estimated Recycle Weights

Date	Truck #	Route	Ticket #	Tonnage on Route
8/6/2022	41122	A504	253116	1.88
8/6/2022	41132	A504	253117	4.6
8/6/2022	41131	A504	253120	4.73

Total Northtown Containers	3256
/Total containers on all routes	3931
<hr/>	
% of Northtown containers in routes	82.83%

8/13/2022	41132	A502	253968	2.94
8/13/2022	44069	A506	253980	4.65
8/13/2022	41126	A503	253982	3.97
8/13/2022	44077	A505	253983	4.41
8/20/2022	41122	A504	254887	3.21
8/20/2022	41123	A503	254889	0.3
8/20/2022	41126	A504	254891	5.1
8/20/2022	41132	A504	254898	3.46
8/27/2022	41132	A502	255839	3.41
8/27/2022	44070	A505	255840	4.2
8/27/2022	44069	A506	255849	5.01

**Total Recycle Tonnage 51.87**

Total Tonnage 51.87  
X % of Northtown containers in routes 82.83%  
**Estimated recycle tonnage 42.96**



Explanation for rate increase request:

While we are reluctant to make this request, we feel it prudent to do so. We feel that it is in our mutual interest that we be proactive in apprising you of the economic threats we are up against. In our forty-plus years of being in business, never have we faced such a combination of exorbitant costs as we face now.

Between June 2021 and June 2022 our fuel costs have **increased by 77%**. During this same time period, our labor has **increased 8.3% (This consists of a 5.3% increase in driver labor and 10.8% increase in diesel mechanics)**. In addition, our costs to recruit, train and retain our employees have gone up substantially. Our overall parts costs have **increased by 20.4% (Engine fluid is up 19.9%, transmission fluid is up 13.4%, engine oil is up 31.5%, 5500 PSI hydraulic hoses is up 31.0%, air filters are up 25.6%, fuel filters are up 9.6% and tires are up 5.8%)**. In addition to the manufacturing costs increasing we are also impacted by supply chain issues that are making most of these parts scarce, which drives up the costs even more.

We at TDS are being proactive in assuring that we and our partners limit the adverse effects of the current state of economic affairs as much as possible. Unenthused, but out of necessity, we are requesting a 12% rate increase to mitigate and manage current circumstances.

Please watch link to see a city and competitor confronted with issues in this new economy.

<https://www.kvue.com/article/news/local/round-rock-city-council-ordinance-help-trash-problems/269-51e58abd-528c-4c6d-8c03-16dd933ec114>

Regards,  
Ja-Mar Prince

	Monthly Rate	Extra Cart Trash/Recycle	3 CY Extra Bulky PU	Community Cleanup
<b>Date</b>	\$ Month	\$ Month	\$/Pick Up	\$/RO Trip
10/1/14	\$16.15	\$10.50	\$35.00	\$700
10/1/15	\$16.76	\$10.89	\$36.31	\$726
10/1/16	\$17.38	\$11.30	\$37.67	\$753
10/1/17	\$18.04	\$11.73	\$39.09	\$782
10/1/18	\$18.71	\$12.17	\$40.55	\$811
10/1/19	\$19.37	\$12.59	\$41.97	\$839
10/1/20	\$20.04	\$13.03	\$43.44	\$869
10/1/21	\$20.75	\$13.49	\$44.96	\$899
<b>10/1/22</b>	<b>\$23.24</b>	<b>\$15.11</b>	<b>\$50.36</b>	<b>\$1007</b>
10/1/23	\$24.05	\$15.64	\$52.12	\$1042

**FIRST AMENDMENT TO RECYCLING AND SOLID WASTE DISPOSAL SERVICES AGREEMENT**

This First Amendment to Recycling and Solid Waste Disposal Services Agreement (“Amendment”) is entered into effective September 27, 2022 (the “Effective Date”) between NORTHTOWN MUNICIPAL UTILITY DISTRICT (the “District”), a political subdivision of the State of Texas operating under Chapters 49 and 54 of the Texas Water Code, and TEXAS DISPOSAL SYSTEMS, INC. (the “Contractor”).

Contractor and the District previously entered into a “Recycling and Solid Waste Disposal Services Agreement” dated effective October 1, 2014 (the “Agreement”). Contractor and the District now mutually desire to amend the Agreement, and, in consideration of the mutual covenants contained in this Amendment agree as follows:

1. Modification to Compensation. **Exhibit “E”** to the Agreement is amended to read as follows:

	Monthly Rate	Extra Cart Trash/Recycle	3 CY Extra Bulky PU	Community Cleanup
<u>Date</u>	\$ Month	\$ Month	\$/Pick Up	\$/RO Trip
10/1/14	\$16.15	\$10.50	\$35.00	\$700
10/1/15	\$16.76	\$10.89	\$36.31	\$726
10/1/16	\$17.38	\$11.30	\$37.67	\$753
10/1/17	\$18.04	\$11.73	\$39.09	\$782
10/1/18	\$18.71	\$12.17	\$40.55	\$811
10/1/19	\$19.37	\$12.59	\$41.97	\$839
10/1/20	\$20.04	\$13.03	\$43.44	\$869
10/1/21	\$20.75	\$13.49	\$44.96	\$899
10/1/22	\$23.24	\$15.11	\$50.36	\$1007
10/1/23	\$24.05	\$15.64	\$52.12	\$1042

2. Defined Terms. All terms delineated with initial capital letters in this Amendment that are defined in the Agreement have the same meanings in this Amendment as in the Agreement. Other terms have the meanings commonly ascribed to them.

3. Effect of Amendment. Except as specifically provided in this Amendment, the terms and provisions of the Agreement will continue to govern the rights and obligations of the parties, and all provisions and covenants of the Agreement, as amended by this instrument, will remain in full force and effect. In the event of any inconsistency between the Agreement and this Amendment, this Amendment will control and modify the terms and provisions of the Agreement.

4. Execution. This Amendment may be executed in any number of counterparts, and it will not be necessary that the signatures of all parties be contained on any one counterpart. Additionally, for purposes of facilitating the execution of this

Amendment: (a) the signature pages from separate, individually executed counterparts of this Amendment may be combined to form multiple fully executed counterparts; and (b) a facsimile signature will be deemed to be an original signature for all purposes. All executed counterparts of this Amendment will be deemed to be originals, but all counterparts, when taken together, will constitute one and the same instrument.

EXECUTED on the date or dates set forth below, to be effective as of the Effective Date.

*[Signature pages follow.]*

**NORTHTOWN MUNICIPAL  
UTILITY DISTRICT**

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

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

Address: c/o Armbrust & Brown, PLLC  
100 Congress Ave., Suite 1300  
Austin, Texas 78701

**ATTEST:**

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

**TEXAS DISPOSAL SYSTEMS, INC.**

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

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

Its: \_\_\_\_\_

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

Address: P.O. Box 17126  
Austin, Texas 78760



# Capital Area Council of Governments

6800 Burleson Road, Building 310, Suite 165

Austin, Texas 78744-2306

Ph: 512-916-6000 Fax: 512-916-6001

[www.capcog.org](http://www.capcog.org)

**BASTROP BLANCO BURNET CALDWELL FAYETTE HAYS LEE LLANO TRAVIS WILLIAMSON**

August 24, 2022

Director Lee Hill  
Director of the Northtown MUD  
Northtown Municipal Utility District c/o Armburst & Brown LLP  
100 Congress Avenue, Suite 1300  
Austin, TX 78701

Dear Director Hill,

Each year we are looking at new opportunities and rolling out initiatives to try to meet the needs of the region. This year we will be replacing the 9-1-1 call-taking equipment in all the emergency communications centers to allow the Next Generation 9-1-1 services which will improve mapping and prearrival information for first responders. Our Regional Law Enforcement Academy has begun offering more training at satellite locations in our region as well as at the academy location; agencies are invited to contact us if they would like to host training. Also, in the public safety menu of our programs, Homeland Security's new guide on deploying drones to aid in emergency response has already been tested with recent fires in a CAPCOG county.

The Aging Services Division will expand the evidence-based pilots and the increased benefit this approach provides to seniors; these initiatives are supported by St. David's Foundation, one of our great regional partners. In anticipation of EPA discussions, consideration of particulate matter in addition to ozone levels is being added to the Regional Air Quality Plan.

Your participation in CAPCOG and the programs we manage continues to be important and the membership dues make many of them possible since local match requirements are necessary for the grants that pay for these programs. Please let me know if you have an interest in getting more involved with our work, serving on a committee, or having a presentation on any of the programs or the agency as a whole. Finally, this is a good opportunity to review your representation on our General Assembly, the governing body of CAPCOG, so we are including a summary of your organization's representation.

As always, please contact me at 512-916-6008 or [bvoights@capcog.org](mailto:bvoights@capcog.org) if any of my staff or I can assist you.

Best regards,

Betty Voights

Enc. Membership Invoice  
General Assembly Representation Summary  
General Assembly Appointment Form



**Capital Area Council of Governments**  
6800 Burleson Road  
Building 310, Suite 165  
Austin, TX 78744  
Phone: 512-916-6000 Fax: 512-916-6001  
Federal Tax ID: 74-1689381  
State of Texas Vendor #17416893810

# Invoice

**To:** Northtown Municipal Utility District  
c/o Armburst & Brown LLP  
100 Congress Avenue, Suite 1300  
Austin, TX 78701

**Date:** August 19, 2022  
**Invoice No.:** 2023M 198  
**Due Before:** December 1, 2022

Description	Amount
2023 CAPCOG Annual Membership Dues	\$ 125.00
<b>Total Due</b>	<b>\$ 125.00</b>

For assistance, please contact Mason W. Canales at 512-916-6163 or [mcanales@capcoq.org](mailto:mcanales@capcoq.org), or Silvia Alvarado at 512-916-6170 or [salvarado@capcoq.org](mailto:salvarado@capcoq.org).

Thank you.

Serving Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Travis and Williamson counties. Visit our website at [www.capcoq.org](http://www.capcoq.org)

---

*Remittance Stub*

**Please detach and return with payment**

**Invoice Date:** August 19, 2022  
**2023 Annual Membership Dues**

**Customer ID:** NORTHTOWN  
Northtown Municipal Utility District  
c/o Armburst & Brown LLP  
100 Congress Avenue, Suite 1300  
Austin, TX 78701

**Invoice No.:** 2023M 198

**Total Amount Due:** \$ 125.00

**Amount Enclosed:** \_\_\_\_\_

**PLEASE MAKE CHECKS PAYABLE TO:**

Capital Area Council of Governments  
6800 Burleson Road, Building 310, Suite 165  
Austin TX 78744



6800 Burseson Road, Building 310, Suite 165  
Austin, Texas 78744-2306  
Ph: 512-916-6000 Fax: 512-916-6001  
[www.capcog.org](http://www.capcog.org)

**BASTROP BLANCO BURNET CALDWELL FAYETTE HAYS LEE LLANO TRAVIS WILLIAMSON**

## **General Assembly Representation Summary for the Northtown MUD**

CAPCOG’s General Assembly is the organization’s governing body for the purposes of selecting the Executive Committee, amending the council’s bylaws, adopting budgets, determining membership dues, and guiding the organization’s mission. Each CAPCOG member appoints representatives to serve as their voice on the General Assembly, and every year CAPCOG provides a list to ensure member’s representative are current. According to the CAPCOG bylaws, full members — counties and municipalities — are entitled at least one representative on the General Assembly; however, they can have additional representatives based on their population as shown below:

<b>Counties</b>	<b>Municipalities</b>	<b>No. of Representatives</b>
Under 20,000	Under 10,000	1
20,000-100,000	10,000-50,000	2
100,000+	50,000-100,000	3
-----	100,000+	4

Associate members — special government districts, school districts, nonprofits, utilities, chambers of commerce, and other governmental agencies — can appoint one representative to the General Assembly. Sustaining members, any person or organization with a positive interest in the welfare of the region, can participate as a non-voting General Assembly representative. At least two-thirds of the General Assembly’s voting representatives must be elected officials.

Based on the State Data Center’s most recent population estimates and CAPCOG’s bylaws, the **Northtown MUD** qualifies for **1 representative(s)** on the General Assembly. Its current representatives are:

- **Director Lee Hill**

Please provide any updates to **Northtown MUD’s** representative(s) by completing the attached form. More information about CAPCOG’s General Assembly representation is at <https://www.capcog.org/who-we-are/general-assembly/>.

As a reminder, General Assembly Representatives are invited to the September 14th General Assembly Meeting at the Hilton Austin Airport, 9515 Hotel Drive in Austin. Representatives can RSVP at <https://training.capcog.org/by-topic/general-assembly>.



# APPOINTMENT FORM - GENERAL ASSEMBLY REPRESENTATIVE CAPITAL AREA COUNCIL OF GOVERNMENTS

The governing bodies of CAPCOG's members designate General Assembly representatives.

Counties: Official appointments are made at Commissioners Court.

Cities, Towns, Villages: Official appointments are made at City Council meetings.

Organizations: Official appointments are made by the Board or other governing body.

**PLEASE COMPLETE THE FOLLOWING SECTION**

Governing Body:

\_\_\_\_\_ County Commissioners Court (e.g., Travis County Commissioners Court)

**-OR-**

\_\_\_\_\_ City Council (e.g., Austin City Council)

**-OR-**

\_\_\_\_\_ Other (Board or other governing body)

\_\_\_\_\_  
City, County, or Organization being represented

\_\_\_\_\_  
Name of Representative

\_\_\_\_\_  
Position

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, Zip Code

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Email address (General Assembly Reps. will be subscribed to CAPCOG Connections, Training Alerts, & other e-newsletters.)

Check One:

\_\_\_\_\_ Reappointment

\_\_\_\_\_ Filling Vacancy

\_\_\_\_\_ Changing Representative

\_\_\_\_\_  
Name of Previous Representative

I confirm our governing body appointed the above individual to serve as a CAPCOG General Assembly

Representative for the above entity on \_\_\_\_\_.

**Date of Meeting**

\_\_\_\_\_  
Signature of Chief Elected Official/Chair of Governing Board

\_\_\_\_\_  
Date

Please fax this form to 512-916-6001 or email it to [dbrea@capcog.org](mailto:dbrea@capcog.org). For questions about completing this form, call Deborah Brea at 512-916-6018.



**Workers' Compensation  
Payroll Schedule**

Member Name: Northtown MUD  
 Member ID: 2729  
 Effective Date: 10/01/2022  
 Anniversary Date: 10/01/2023  
 Date Generated: 06/07/2022

Location 1: 100 Congress Ave Ste 1300, Austin, TX

Classification	Description	Estimated Payroll	Rate	# of Emp.	Estimated Contribution
7720	Police Officers – Paid (excluding Motorcycle Officers)	75,000-- <del>64,800</del>	5.33	11	3,294
8810	Clerical – Office	114,000-- <del>112,540</del>	0.41	1	461
9102	Parks & Recreation	257,500	3.60	5	9,270
<b>Subtotals</b>		431,840		17	13,025

Volunteers and Elected Officials:

3724O	Outside Volunteers	No Exposure		0	Not Covered
7704V	Volunteer Firefighters	No Exposure		0	Not Covered
7720E	Volunteer Ambulance/EMS	No Exposure		0	Not Covered
7720V	Police Reserves	No Exposure		0	Not Covered
8742E	Elected/Apptd Officials-Governing Board	21,750	0.43	5	94
8742F	Elected/Apptd Officials-All Boards/Commissions	No Exposure		0	Not Covered
8742I	Inside Volunteers	No Exposure		0	Not Covered
8888V	Police Reserves-Motorcycle	No Exposure		0	Not Covered
<b>Subtotals</b>		21,750		5	94

<b>Totals</b>		453,590		22	13,119
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# OFFICIAL BALLOT

## Texas Municipal League Intergovernmental Risk Pool Board of Trustees Election

This is the official ballot for the election of Places 6 – 9 of the Board of Trustees for the Texas Municipal League Intergovernmental Risk Pool. Each Member of the Pool is entitled to vote for Board of Trustee members. Please record your organization's choices by placing an "X" in the square beside the candidate's name or writing in the name of an eligible person in the space provided. You can only vote for one candidate for each place.

The officials listed on this ballot have been nominated to serve a six-year term on the TML Intergovernmental Risk Pool (Workers' Compensation, Property and Liability) Board of Trustees. The names of the candidates for each Place on the Board of Trustees are listed in alphabetical order on this ballot.

Ballots must reach the office of David Reagan, Secretary of the Board, no later than September 30, 2022. Ballots received after September 30, 2022, cannot be counted. **The ballot must be properly signed and all pages of the ballot must be mailed to: Trustee Election, David Reagan, Secretary of the Board, P.O. Box 149194, Austin, Texas 78714-9194. If the ballot is not signed, it will not be counted.**

**PLACE 6**

- Allison Heyward.** Councilmember for the City of Schertz (Region 7) since 2018. She also serves as the Mayor Pro Tem. Mrs. Heyward was appointed to represent the Texas Municipal League Board of Directors as an ex-officio non-voting member of the Board of Trustees of the Texas Municipal League Intergovernmental Risk Pool. She earned a Bachelor's Degree in Accounting from Texas Southern University in 1990 and is a 2020 graduate of the Chamber Leadership Core Program. She is a TML Leadership Fellow, a Certified Municipal Officer (CMO), as well as a member of the TMRS Advisory Board on Benefit Design.
  
- Kimberly Meisner.** Assistant City Manager for the City of Kerrville (Region 7). Ms. Meisner has over 25 years of public service, which includes serving Kerrville and La Porte. She earned a Master's Degree in Public Administration from the University of Texas at Arlington and a Bachelor's Degree in Human Resource Management from Columbia Southern University. She is a member of TCMA and serves on the Ethics Committee as the Region 8 Representative. She is also serving a second year as the Chair of the Ethics and Integrity Award subcommittee.

**WRITE IN CANDIDATE:**

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PLACE 7

- Mary Dennis** (Incumbent). Mayor for the City of Live Oak (Region 7) since 2010. Mayor Dennis has served on the TML Risk Pool Board since 2018. She is currently Vice-Chair of the TML Risk Pool Board, and on October 1, 2022, will begin a two-year term as Chair. Among her numerous civic activities are serving as 2016/2017 President for the Texas Municipal League, 2021-2023 NLC Board Director, Treasurer of the Greater Bexar County Council of Governments, Chair of the Judson ISD Facilities Committee, Chair of the Bexar County Suburban Cities Committee, and President of the Live Oak Economic Development Corporation. She is also a 2019 Inductee of the San Antonio Women's Hall of Fame and the 2019 San Antonio Women's Chamber of Commerce "Comet Award."
- James A. Douglas, Ph.D.** City Councilmember for the City of Kenedy (Region 7). Dr. Douglas is a current criminal justice instructor at Kenedy ISD. He is a national Law and Public Safety Education Network (LAPSEN) Honor Teacher who, along with some of his students, recently participated in the Washington, D.C. National Academy of Law and Justice. The LAPSEN Honor Teachers were identified from a national application process to identify educators with a passion for law and justice, excellence in leadership and teaching.
- Rebecca (Becky) Haas.** Mayor of Richmond (Region 14). Mayor Haas is a business-owner in the historic downtown district of Richmond. She is a direct descendant of one of Stephen F. Austin's first settlers in Texas who are known as the Old Three Hundred. She is Chaplain for and a charter board member of the Descendants of Austin's Old Three Hundred organization. She is passionate about Texas history, a member of the Fort Bend County Historical Commission, a former member of the Richmond Historical Commission, a member of the Fort Bend County Museum, a board member of the Black Cowboy Museum, member of Historic Richmond Association, and is a Fort Bend Docent.
- James Hotopp.** City Manager for Weatherford (Region 8) since 2019. Mr. Hotopp joined the City in 2007 as its Director of Water/Wastewater and Engineering and served the City in several capacities, including Utility Engineer, Director of Planning and Development, and Assistant City Manager. He serves as a voting member of Region C Water Planning Group for Texas, which prepares a regional water plan for a 16-county group in North Texas. Mr. Hotopp is a member of the North Texas City Manager's Association, the North Texas Commission, and a board member of the Texas Public Power Association. Previously, he worked in consulting engineering where he designed water treatment plants, wastewater treatment plants, water pump stations, wastewater lift stations, and distribution/collection lines.

**WRITE IN CANDIDATE:**

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## PLACE 8

- Chris Coffman.** City Manager of Granbury (Region 8). Mr. Coffman has 24 years in public management. He has served as City Manager for Sealy, Borger, the Village of Timbercreek Canyon, and Panhandle. He has also served as the Director of Local Government Services of the Panhandle Regional Planning Commission and served as Interim City Manager for the Cities of Fritch and Stratford. During his time at the Panhandle Regional Planning Commission, he served 26 counties and 62 cities in the Panhandle. He is a past President of the TCMA. Mr. Coffman holds a Bachelor of Science Degree in Public Administration from West Texas A&M University and has a Certified Public Manager designation through Texas Tech University.
- Brett Haney.** City Administrator for the City of Cockrell Hill (Region 13) since 2015. Mr. Haney has been with Cockrell Hill since 2006 and was promoted to Assistant City Administrator in 2011. He is originally from Southern California and moved to North Texas in 2000. Mr. Haney earned Bachelor of Applied Arts and Sciences and Master of Public Administration degrees from the University of North Texas. He is a member of TCMA and currently serves on the Public Policy Committee and has served on the TCMA Advocacy Committee in recent years. He is very active as Cubmaster and Den Leader for Cub Scout Pack 717 in Keller, Texas.
- Mike Land.** City Manager for the City of Coppell (Region 13) since 2017, and Deputy City Manager from 2012-2017. Previously, he was Town Manager for Prosper, City Manager for Gainesville, and Executive Director for the Southwestern Diabetic Foundation. Mr. Land has served on the International City/County Management (ICMA) Board of Directors, ICMA's Advisory Board on Graduate Education, Texas A&M University's Development Industry Advisory Council, School Board Trustee for Gainesville Independent School District, and President of TCMA. Currently, he serves on the Texas Women's Leadership Institute Advisory Board and the UTA MPA Advisory Board.
- Marian Mendoza.** City Administrator for the City of Helotes (Region 7) since 2020. Ms. Mendoza has held positions with the City of Alamo Heights, as Assistant to the City Manager (2005-2020), and with the City of San Antonio as a Management Analyst (2003-2005). Previously she served as a Director overseeing homeless transition housing programs for the Salvation Army. She also serves as the Ex-Officio Board Member of the Helotes Economic Development Corporation. Ms. Mendoza earned a Bachelor's Degree from St. Mary's University and is part of the Certified Public Management program at Texas State University. She is a member of the ICMA, TCMA, and the International Hispanic Network.
- Louis R. Rigby.** Mayor of the City of La Porte (Region 14) since 2010. Mayor Rigby previously served as the District 5 Councilperson from 2004 until 2010, before being elected Mayor. He is a member and past Director of the La Porte-Bayshore Chamber of Commerce and has held the offices of Treasurer, Vice-President, and President of the Harris County Mayors and Councils Association. He graduated from San Jacinto College and the University of Houston before earning an MPA from the University of Houston-Clear Lake. Mayor Rigby served in the U.S. Airforce from 1968-1972. He has actively advocated for the La Porte region on issues including heavy haul and solutions for hurricane damage and management.

**WRITE IN CANDIDATE:**

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## PLACE 9

- Barry Beard.** Commissioner for the City of Richmond (Region 14) since 2016. Mr. Beard retired from Moody National Bank where he was the Senior Vice President. He has served on many civic and community boards. He was President of the Board for Oak Bend Hospital, past Chair of the Central Fort Bend Chamber Alliance, past Chair of Arc of Fort Bend, Congressman Olson's Service Academy Interview Committee and Fort Bend Partnership for Youth. He also served on the original Richmond Charter Commission, Richmond Parks Commission, Richmond Development Corporation, Richmond Historical Commission, Richmond Comprehensive Planning Advisory Committee, and the Richmond Rosenberg Local Government Corporation.
- Stephanie Fisher.** Councilmember for Johnson City (Region 7). In 2021, she was appointed as the Johnson City representative to the General Assembly of the Capital Area Council of Governments. The Executive Committee of the Capital Area COG appointed her to represent the COG on the Unified Scoring Committee of the Texas Department of Agriculture's Community Block Grant program. She serves on the Board of Directors for the Hill Country 100 Club and the Johnson City Community Education Foundation. She also is the Commissioner for the Johnson City Youth Football program and sits on an advisory committee for the Johnson City Youth Sports Association. She is active in her church, as well as multiple activities within Johnson City ISD, and is a member of the Blanco County Eclipse Task Force.
- Carl Joiner.** Mayor for the City of Kemah (Region 14) since 2015. Prior to that, he served as a Kemah City Councilmember for three years. He has served as President of the Kemah Community Development Corporation, Chairman of the Bay Area Houston Transportation Partnership, member of the Convention and Visitors Bureau Board, Chairman of the Clear Creek Education Foundation, board member of the Chris Reed Foundation, Chairman of the Clear Lake Area Chamber, and Treasurer of the League City Regional Chamber of Commerce. He has received awards such as the Chairman's Award in 2020 for the League City Regional Chamber of Commerce and the Sam Walton Award for Integrity in Business.
- Opal Mauldin-Jones (Incumbent).** City Manager for the City of Lancaster (Region 13) since 2011, and in various other roles for Lancaster since 2003. Under her leadership, the City has experienced two consecutive bond rating increases without issuing debt. The City has been designated a 2019 All-America City and received the CiCi Award. It is one of less than 25 communities with all five Transparency Stars awarded by the Texas Comptroller. Ms. Mauldin-Jones earned her Bachelor Business Administration and Master Public Administration degrees from the University of Texas at Arlington. She currently serves on the TCMA Board as Director-at-Large and as Vice President-Elect, and on the Board of the TML Intergovernmental Risk Pool.
- William Linn.** City Manager of Kenedy (Region 7). Mr. Linn is a member of TCMA and ICMA. He earned a Bachelor of Science Degree in Business from Indiana University's Southeast campus. Thereafter, he was accepted to several law schools where he intended to specialize in business and intellectual property law. However, Mr. Linn opted to enroll in Southern New Hampshire University where he earned a Master of Business Administration and Master of Science in Organizational Leadership concurrently. He is a Certified Fraud Examiner and a Certified Public Manager. He is working to complete the Lean Six Sigma Black Belt and Project Manager Professional Certifications.

**WRITE IN CANDIDATE:**

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**Certificate**

I certify that the vote cast above has been cast in accordance with the will of the majority of the governing body of the public entity named below.

Witness my hand, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name of Authorized Official

\_\_\_\_\_  
Printed Name of Political Entity

# APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: Northtown Municipal Utility District  
1421 Wells Branch Pkwy, Bldg 1, Suite 106  
Pflugerville, TX 78660

PROJECT: Northtown Municipal Utility District Development of Lot 4C & 5E

APPLICATION NO: 18  
PERIOD TO: 31-Aug-22  
PROJECT NOS.  
CONTRACT DATE: 3/11/2021

FROM CONTRACTOR: STR Constructors LLC.

VIA ARCHITECT: Fatter & Evans Architects, Inc.

CONTRACT FOR:

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made below for payment, as shown below, in connection with the contract.

1 ORIGINAL CONTRACT SUM.....		\$4,876,700.00
2 Net change by Change Orders.....		\$86,355.56
3 CONTRACT SUM TO DATE.....		\$4,963,055.56
4 TOTAL COMPLETED & STORED TO DATE:.		\$4,818,899.59
5 RETAINAGE:		
a. 10 %	\$481,889.96	\$0.00
Total Retainage		\$481,889.96
6 TOTAL EARNED LESS RETAINAGE		\$4,337,009.63
7 LESS PREVIOUS CERTIFICATES FOR PAYMENT		\$4,296,059.63
8 CURRENT PAYMENT DUE		\$40,950.00
9 BALANCE TO FINISH, INCLUDING RETAINAGE		\$626,045.93

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes Approved in previous months	9498.57	
Total approved this month		
<b>TOTALS</b>		
Net Changes by Change Order		

The undersigned Contractor certifies that to the best of the Contractors Knowledge, information and belief the Work covered by this agreement has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates For Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: [Signature]  
By: \_\_\_\_\_ Date: 9/1/22  
State of Texas

County of Williamson:  
Subscribed and sworn to before me this 9th day of September 2022

Notary Public: [Signature]  
My Commission expires: 4/2/26  
ARCHITECTS CERTIFICATION FOR PAYMENT



In accordance with the Contract Document, based on on-site observations and the data comprising this application, the Architect certifies to Owner that to the best of the Architects knowledge, information and belief the Work has progressed as indicated and the Contractor is entitled to the AMOUNT CERTIFIED

AMOUNT CERTIFIED:..... \$ 40,950.00

ARCHITECT: [Signature]  
by: \_\_\_\_\_ Date: 9/13/22

AGENDA ITEM # 9(c)

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information

Name of Claimant: STR Constructors, LLC  
Name of Customer: STR Constructors, LLC  
Job Location: North Town MUD Development of Lot 4C145E  
Owner: North Town MUD  
Through Date: 8/31/2022

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: North Town Mud  
Amount of Check: \$ 40,950.00  
Check Payable To: STR Constructors, LLC

Exceptions

This document does not affect any of the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment.  
Date(s) of waiver and release: \_\_\_\_\_  
Amount(s) of unpaid progress payment(s): \$ \_\_\_\_\_
- (4) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

Signature

Claimant's Signature: John Robinson  
Claimant's Title: CEO  
Date of Signature: 9/9/22

## SCHEDULE OF VALUES

PROJECT NAME: Northtown Municipal Utility District Development of Lot 4C & Lot 5E  
 OWNER: NORTHTOWN MUNICIPAL UTILITY DISTRICT  
 CONTRACTOR: STR CONSTRUCTORS, LLC.

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 PAGE 1  
 PAY PERIOD: 8/1/2022 to 8/31/2022

A Item No.	B Description of Work	C Scheduled Value	D Work Completed			G Total Completed & Stored to Date	H % Comp.	I Balance To Finish	J Retainage 10%
			Previous Applications	This Period	Stored Materials				
1	BOND	\$57,166.00	\$57,166.00			\$57,166.00	100%	\$0.00	\$5,716.60
2	INSURANCE	\$44,582.00	\$44,582.00			\$44,582.00	100%	\$0.00	\$4,458.20
3	GC MOBILIZATION	\$25,000.00	\$25,000.00			\$25,000.00	100%	\$0.00	\$2,500.00
4	GENERAL CONDITIONS	\$135,000.00	\$135,000.00			\$135,000.00	100%	\$0.00	\$13,500.00
5	SWPP INSPECTIONS	\$10,000.00	\$10,000.00			\$10,000.00	100%	\$0.00	\$1,000.00
6	SURVEYING	\$14,175.00	\$14,175.00			\$14,175.00	100%	\$0.00	\$1,417.50
7	INT SIGNAGE ALLOWANCE	\$1,500.00				\$0.00	0%	\$1,500.00	\$0.00
8	APPLIANCE ALLOWANCE	\$7,000.00				\$0.00	0%	\$7,000.00	\$0.00
9	TELEVISION ALLOWANCE	\$3,000.00				\$0.00	0%	\$3,000.00	\$0.00
10	TELEPHONE ALLOWANCE	\$2,500.00				\$0.00	0%	\$2,500.00	\$0.00
11	TESTING LAB ALLOWANCE	\$0.00				\$0.00	#####	\$0.00	\$0.00
12	PROJECT CONTINGENCY	\$0.00				\$0.00	#####	\$0.00	\$0.00
13						\$0.00	#####	\$0.00	\$0.00
14	CHANGE ORDERS					\$0.00	#####	\$0.00	\$0.00
15	CO #1	\$43,242.01	\$43,242.01			\$43,242.01	100%	\$0.00	\$4,324.20
16	CO #2	\$7,047.61	\$7,047.61			\$7,047.61	100%	\$0.00	\$704.76
17	CO #3	\$18,314.07	\$18,314.07			\$18,314.07	100%	\$0.00	\$1,831.41
18	CO#4	\$17,079.74	\$12,780.20			\$12,780.20	75%	\$4,299.54	\$1,278.02
19	CO#5					\$0.00	#####	\$0.00	\$0.00
20	PR #17 bollards	\$6,044.21	\$6,044.21			\$6,044.21	100%	\$0.00	\$604.42
21	PR #18 EV Stations	\$11,114.18	\$11,114.18			\$11,114.18	100%	\$0.00	\$1,111.42
22	PR #19 Duplex	\$1,340.00	\$1,340.00			\$1,340.00	100%	\$0.00	\$134.00
23	PR #20 cameras @ Office	\$32,058.81	\$27,256.00			\$27,256.00	85%	\$4,802.81	\$2,725.60
24	PR #21 light @ Parking	\$11,083.25	\$11,083.25			\$11,083.25	100%	\$0.00	\$1,108.33
25	PR #22 Sod @ Ponds	\$4,452.44			\$2,000.00	\$2,000.00	45%	\$2,452.44	\$200.00
26	PR #23 Duplex @ Vehicle Storage	\$412.40	\$412.40			\$412.40	100%	\$0.00	\$41.24
27	PR#24 replace Lav's ADA	\$7,395.36	\$7,395.36			\$7,395.36	100%	\$0.00	\$739.54
28	PR #25 Ice Machine Drain	\$3,180.64	\$3,180.64			\$3,180.64	100%	\$0.00	\$318.06
29	PR # 26 Generac System	\$12,114.25	\$12,114.25			\$12,114.25	100%	\$0.00	\$1,211.43
30	PR # 27 Additional Fencing	\$4,619.62	\$4,619.62			\$4,619.62	100%	\$0.00	\$461.96
31						\$0.00	#####	\$0.00	\$0.00

PROJECT NAME: Northtown Municipal Utility District Development of Lot 4C & Lot 5E  
 OWNER: NORTHTOWN MUNICIPAL UTILITY DISTRICT  
 CONTRACTOR: STR CONSTRUCTORS, LLC.

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 PAGE 2  
 PAY PERIOD: 8/1/2022 to 8/31/2022

A	B	C	D	E	F	G	H	I	J
Item No.	Description of Work	Scheduled Value	Work Completed			Total Completed & Stored to Date	% Comp.	Balance To Finish	Retainage 10%
			Previous Applications	This Period	Stored Materials				
32	CO#6					\$0.00	#####	\$0.00	\$0.00
33	PR #29 revision to planter	\$567.05	\$567.05			\$567.05	100%	\$0.00	\$56.71
34	PR#30 Delete Trees @ JHF	(\$4,871.48)	(\$4,871.48)			(\$4,871.48)	100%	\$0.00	(\$487.15)
35	PR#31 Install Pavement drop box	\$1,919.27	\$1,919.27			\$1,919.27	100%	\$0.00	\$191.93
36	PR #32 New Cameas @ Harris	\$55,209.15				\$0.00	0%	\$55,209.15	\$0.00
37	PR#33 Extend Data Conduit	\$5,382.21	\$5,382.21			\$5,382.21	100%	\$0.00	\$538.22
38	PR#35 Solor Panel Mods	\$510.35	\$510.35			\$510.35	100%	\$0.00	\$51.04
39	PR#36 Stone Wrap @ Columns	\$3,206.75	\$3,206.75			\$3,206.75	100%	\$0.00	\$320.68
40	PR#37 Cage @ Mini split	\$1,659.03	\$1,500.00			\$1,500.00	90%	\$159.03	\$150.00
41	PR#38 Flag pole base redesign	\$13,274.64	\$13,274.64			\$13,274.64	100%	\$0.00	\$1,327.46
42						\$0.00	#####	\$0.00	\$0.00
43						\$0.00	#####	\$0.00	\$0.00
44						\$0.00	#####	\$0.00	\$0.00
45						\$0.00	#####	\$0.00	\$0.00
46						\$0.00	#####	\$0.00	\$0.00
47						\$0.00	#####	\$0.00	\$0.00
48						\$0.00	#####	\$0.00	\$0.00
49						\$0.00	#####	\$0.00	\$0.00
50						\$0.00	#####	\$0.00	\$0.00
51						\$0.00	#####	\$0.00	\$0.00
52						\$0.00	#####	\$0.00	\$0.00
53						\$0.00	#####	\$0.00	\$0.00
54						\$0.00	#####	\$0.00	\$0.00
55						\$0.00	#####	\$0.00	\$0.00
56						\$0.00	#####	\$0.00	\$0.00
57						\$0.00	#####	\$0.00	\$0.00
58						\$0.00	#####	\$0.00	\$0.00
59						\$0.00	#####	\$0.00	\$0.00
60						\$0.00	#####	\$0.00	\$0.00
61						\$0.00	#####	\$0.00	\$0.00
62						\$0.00	#####	\$0.00	\$0.00
63						\$0.00	#####	\$0.00	\$0.00
56						\$0.00	#####	\$0.00	\$0.00

PROJECT NAME: Northtown Municipal Utility District Development of Lot 4C & Lot 5E  
 OWNER: NORTHTOWN MUNICIPAL UTILITY DISTRICT  
 CONTRACTOR: STR CONSTRUCTORS, LLC.

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 PAGE 3  
 PAY PERIOD: 8/1/2022 to 8/31/2022

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Stored Materials	G Total Completed & Stored to Date	H % Comp.	I Balance To Finish	J Retainage 10%
			Previous Applications	This Period					
57	SUBMITTALS					\$0.00	#####	\$0.00	\$0.00
58						\$0.00	#####	\$0.00	\$0.00
59	UTILITIES	\$4,000.00	\$4,000.00			\$4,000.00	100%	\$0.00	\$400.00
60	CONCRETE	\$3,500.00	\$3,500.00			\$3,500.00	100%	\$0.00	\$350.00
61	MASONRY	\$2,800.00	\$2,800.00			\$2,800.00	100%	\$0.00	\$280.00
62	METAL FABRICATIONS	\$8,200.00	\$8,200.00			\$8,200.00	100%	\$0.00	\$820.00
63	WOOD FRAMING	\$2,100.00	\$2,100.00			\$2,100.00	100%	\$0.00	\$210.00
64	MILLWORK	\$3,200.00	\$3,200.00			\$3,200.00	100%	\$0.00	\$320.00
65	SPRAY INSULATION	\$1,500.00	\$1,500.00			\$1,500.00	100%	\$0.00	\$150.00
66	METAL ROOFING	\$3,700.00	\$3,700.00			\$3,700.00	100%	\$0.00	\$370.00
67	WATERPROOFING	\$1,800.00	\$1,800.00			\$1,800.00	100%	\$0.00	\$180.00
68	OVERHEAD COILING DOOR	\$900.00	\$900.00			\$900.00	100%	\$0.00	\$90.00
69	DOORS, FRAMES, & HDWR	\$3,900.00	\$3,900.00			\$3,900.00	100%	\$0.00	\$390.00
70	ALUMINUM STORE FRONTS	\$5,200.00	\$5,200.00			\$5,200.00	100%	\$0.00	\$520.00
71	PLASTER	\$500.00	\$500.00			\$500.00	100%	\$0.00	\$50.00
72	FLOORING & TILING	\$1,800.00	\$1,800.00			\$1,800.00	100%	\$0.00	\$180.00
73	METAL FRAMING & DRYWALL	\$2,700.00	\$2,700.00			\$2,700.00	100%	\$0.00	\$270.00
74	PAINTING	\$700.00	\$700.00			\$700.00	100%	\$0.00	\$70.00
75	OPERABLE PARTITION	\$1,000.00	\$1,000.00			\$1,000.00	100%	\$0.00	\$100.00
76	TOILET ACCESSORIES	\$600.00	\$600.00			\$600.00	100%	\$0.00	\$60.00
77	FIRE SPRINKLER	\$5,900.00	\$5,900.00			\$5,900.00	100%	\$0.00	\$590.00
78	PLUMBING	\$6,500.00	\$6,500.00			\$6,500.00	100%	\$0.00	\$650.00
79	HVAC	\$7,700.00	\$7,700.00			\$7,700.00	100%	\$0.00	\$770.00
80	ELECTRICAL	\$5,000.00	\$5,000.00			\$5,000.00	100%	\$0.00	\$500.00
81	NETWORK CABLING	\$2,300.00	\$2,300.00			\$2,300.00	100%	\$0.00	\$230.00
82	CONCRETE FENCE	\$3,000.00	\$3,000.00			\$3,000.00	100%	\$0.00	\$300.00
83	LANDSCAPE/IRRIGATION	\$15,000.00	\$15,000.00			\$15,000.00	100%	\$0.00	\$1,500.00
84	SOLAR ENERGY	\$1,100.00	\$1,100.00			\$1,100.00	100%	\$0.00	\$110.00
85	PLAYGROUND EQUIPMENT	\$3,800.00	\$3,800.00			\$3,800.00	100%	\$0.00	\$380.00
86						\$0.00	#####	\$0.00	\$0.00
87						\$0.00	#####	\$0.00	\$0.00

PROJECT NAME: Northtown Municipal Utility District Development of Lot 4C & Lot 5E OWNER: NORTHTOWN MUNICIPAL UTILITY DISTRICT CONTRACTOR: STR CONSTRUCTORS, LLC.						18 PAGE 4 PAY PERIOD: 8/1/2022 to 8/31/2022			
Item No.	Description of Work	C Scheduled Value	E Work Completed		F Stored Materials	G Total Completed & Stored to Date	H % Comp.	I Balance To Finish	J Retainage
			D Previous Applications	This Period					
88	700 WELLS BRANCH PARKWAY					\$0.00	#####	\$0.00	\$0.00
89	SITE					\$0.00	#####	\$0.00	\$0.00
90						\$0.00	#####	\$0.00	\$0.00
91	RIBBON CURB	\$3,175.00	\$3,175.00			\$3,175.00	100%	\$0.00	\$317.50
92	CURB AND GUTTER	\$42,848.00	\$42,848.00			\$42,848.00	100%	\$0.00	\$4,284.80
93	SIDEWALK	\$119,560.00	\$119,560.00			\$119,560.00	100%	\$0.00	\$11,956.00
94	CONCRETE FIRE TURN LN	\$4,455.00	\$4,455.00			\$4,455.00	100%	\$0.00	\$445.50
95	TRANSFORMER PAD	\$3,452.00	\$3,452.00			\$3,452.00	100%	\$0.00	\$345.20
96	CONCRETE APPROACH	\$9,240.00	\$9,240.00			\$9,240.00	100%	\$0.00	\$924.00
97	CONCRETE PAVEMENT	\$18,940.00	\$18,940.00			\$18,940.00	100%	\$0.00	\$1,894.00
98	SPLITTER BOX	\$7,985.00	\$7,985.00			\$7,985.00	100%	\$0.00	\$798.50
99	DRIVEWAY	\$8,305.00	\$8,305.00			\$8,305.00	100%	\$0.00	\$830.50
100	PAD @ GABION	\$6,468.00	\$6,468.00			\$6,468.00	100%	\$0.00	\$646.80
101	LEVEL SPREADER	\$6,135.00	\$6,135.00			\$6,135.00	100%	\$0.00	\$613.50
102	DETENTION POND CONCRETE	\$9,574.00	\$9,574.00			\$9,574.00	100%	\$0.00	\$957.40
103	LIGHT POLE BASES	\$16,875.00	\$16,875.00			\$16,875.00	100%	\$0.00	\$1,687.50
104	CONCRETE FENCE	\$77,811.00	\$77,811.00			\$77,811.00	100%	\$0.00	\$7,781.10
105	PAVEMENT MARKINGS	\$3,800.00	\$3,800.00			\$3,800.00	100%	\$0.00	\$380.00
106	EROSION CONTROL/PONDS	\$72,764.00	\$72,764.00			\$72,764.00	100%	\$0.00	\$7,276.40
107	LANDSCAPE/IRRIGATION	\$420,028.00	\$358,000.00	\$38,000.00		\$396,000.00	94%	\$24,028.00	\$39,600.00
108	CISTERN	\$26,802.00	\$26,802.00			\$26,802.00	100%	\$0.00	\$2,680.20
109	WATER WELL	\$29,858.19	\$29,858.19			\$29,858.19	100%	\$0.00	\$2,985.82
110	PLAYGROUND EQUIPMENT	\$128,425.00	\$128,425.00			\$128,425.00	100%	\$0.00	\$12,842.50
111	ELECTRICAL SITE	\$205,100.00	\$205,100.00			\$205,100.00	100%	\$0.00	\$20,510.00
112	FLAG POLES	\$9,000.00	\$9,000.00			\$9,000.00	100%	\$0.00	\$900.00
113	CLEAR & GRUB	\$53,929.00	\$53,929.00			\$53,929.00	100%	\$0.00	\$5,392.90
114	DEMO	\$11,349.00	\$11,349.00			\$11,349.00	100%	\$0.00	\$1,134.90
115	MASS EXCAVATION	\$62,188.00	\$62,188.00			\$62,188.00	100%	\$0.00	\$6,218.80
116	BUILDING PADS	\$68,707.00	\$68,707.00			\$68,707.00	100%	\$0.00	\$6,870.70
117	SUBGRADE PREP	\$56,747.00	\$56,747.00			\$56,747.00	100%	\$0.00	\$5,674.70
118	BASE & ASPHALT	\$118,897.00	\$118,897.00			\$118,897.00	100%	\$0.00	\$11,889.70
119	BACKFILL	\$10,182.00	\$10,182.00			\$10,182.00	100%	\$0.00	\$1,018.20
120						\$0.00	#####	\$0.00	\$0.00

PROJECT NAME: Northtown Municipal Utility District Development of Lot 4C & Lot 5E  
 OWNER: NORTHTOWN MUNICIPAL UTILITY DISTRICT  
 CONTRACTOR: STR CONSTRUCTORS, LLC.

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 PAY PERIOD: 8/1/2022 to 8/31/2022

A Item No.	B Description of Work	C Scheduled Value	D Work Completed			F Stored Materials	G Total Completed & Stored to Date	H % Comp.	I Balance To Finish	J Retainage 10%
			Previous Applications	This Period						
121						\$0.00	#####	\$0.00	\$0.00	
122	SEWER IMPROVEMENTS	\$39,850.00	\$39,850.00			\$39,850.00	100%	\$0.00	\$3,985.00	
123	WATER IMPROVEMENT	\$164,742.00	\$164,742.00			\$164,742.00	100%	\$0.00	\$16,474.20	
124	STORM WATER	\$284,765.00	\$284,765.00			\$284,765.00	100%	\$0.00	\$28,476.50	
125	TRENCH SAFETY	\$48,500.00	\$48,500.00			\$48,500.00	100%	\$0.00	\$4,850.00	
126						\$0.00	#####	\$0.00	\$0.00	
127						\$0.00	#####	\$0.00	\$0.00	
128						\$0.00	#####	\$0.00	\$0.00	
129						\$0.00	#####	\$0.00	\$0.00	
130						\$0.00	#####	\$0.00	\$0.00	
131						\$0.00	#####	\$0.00	\$0.00	
132						\$0.00	#####	\$0.00	\$0.00	
133						\$0.00	#####	\$0.00	\$0.00	
134						\$0.00	#####	\$0.00	\$0.00	
135						\$0.00	#####	\$0.00	\$0.00	
136						\$0.00	#####	\$0.00	\$0.00	
137						\$0.00	#####	\$0.00	\$0.00	
138						\$0.00	#####	\$0.00	\$0.00	
139						\$0.00	#####	\$0.00	\$0.00	
140						\$0.00	#####	\$0.00	\$0.00	
141						\$0.00	#####	\$0.00	\$0.00	
142						\$0.00	#####	\$0.00	\$0.00	
143						\$0.00	#####	\$0.00	\$0.00	
144						\$0.00	#####	\$0.00	\$0.00	
145						\$0.00	#####	\$0.00	\$0.00	
146						\$0.00	#####	\$0.00	\$0.00	
147						\$0.00	#####	\$0.00	\$0.00	
148						\$0.00	#####	\$0.00	\$0.00	
149						\$0.00	#####	\$0.00	\$0.00	
150						\$0.00	#####	\$0.00	\$0.00	
151						\$0.00	#####	\$0.00	\$0.00	
152						\$0.00	#####	\$0.00	\$0.00	

PROJECT NAME: Northtown Municipal Utility District Development of Lot 4C & Lot 5E  
 OWNER: NORTHTOWN MUNICIPAL UTILITY DISTRICT  
 CONTRACTOR: STR CONSTRUCTORS, LLC.

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 PAY PERIOD: 8/1/2022 to 8/31/2022

A Item No.	B Description of Work	C Scheduled Value	D Work Completed			F Stored Materials	G Total Completed & Stored to Date	H % Comp.	I Balance To Finish	J Retainage 10%
			Previous Applications	This Period						
153	700 WELLS BRANCH PARKWAY					\$0.00	#####	\$0.00	\$0.00	
154	OFFICE BUILDING					\$0.00	#####	\$0.00	\$0.00	
155						\$0.00	#####	\$0.00	\$0.00	
156	CONCRETE BUILDING PAD	\$63,550.00	\$63,550.00			\$63,550.00	100%	\$0.00	\$6,355.00	
157	MASONRY	\$21,666.00	\$21,666.00			\$21,666.00	100%	\$0.00	\$2,166.60	
158	METAL FABRICATIONS	\$29,605.00	\$14,000.00			\$14,000.00	47%	\$15,605.00	\$1,400.00	
159	WOOD FRAMING	\$166,470.00	\$166,470.00			\$166,470.00	100%	\$0.00	\$16,647.00	
160	MILLWORK	\$31,728.00	\$31,728.00			\$31,728.00	100%	\$0.00	\$3,172.80	
161	SPRAY INSULATION	\$38,996.00	\$38,996.00			\$38,996.00	100%	\$0.00	\$3,899.60	
162	METAL ROOFING	\$75,297.00	\$75,297.00			\$75,297.00	100%	\$0.00	\$7,529.70	
163	WATERPROOFING	\$25,078.00	\$25,078.00			\$25,078.00	100%	\$0.00	\$2,507.80	
164	DOORS, FRAMES, & HDWR	\$23,213.00	\$23,213.00			\$23,213.00	100%	\$0.00	\$2,321.30	
165	ALUMINUM STORE FRONTS	\$63,313.00	\$63,313.00			\$63,313.00	100%	\$0.00	\$6,331.30	
166	PLASTER	\$5,680.00	\$5,680.00			\$5,680.00	100%	\$0.00	\$568.00	
167	FLOORING & TILING	\$39,745.00	\$39,745.00			\$39,745.00	100%	\$0.00	\$3,974.50	
168	METAL FRAMING & DRYWALL	\$50,000.00	\$50,000.00			\$50,000.00	100%	\$0.00	\$5,000.00	
169	PAINTING	\$24,386.00	\$24,386.00			\$24,386.00	100%	\$0.00	\$2,438.60	
170	OPERABLE PARTITION	\$15,630.00	\$15,630.00			\$15,630.00	100%	\$0.00	\$1,563.00	
171	WINDOW BLINDS	\$1,357.00	\$1,357.00			\$1,357.00	100%	\$0.00	\$135.70	
172	FIRE SPRINKLER	\$18,520.00	\$18,520.00			\$18,520.00	100%	\$0.00	\$1,852.00	
173	PLUMBING	\$73,500.00	\$73,500.00			\$73,500.00	100%	\$0.00	\$7,350.00	
174	HVAC	\$77,615.00	\$77,615.00			\$77,615.00	100%	\$0.00	\$7,761.50	
175	FIRE ALARM	\$5,000.00	\$5,000.00			\$5,000.00	100%	\$0.00	\$500.00	
176	NETWORK CABLING	\$14,000.00	\$14,000.00			\$14,000.00	100%	\$0.00	\$1,400.00	
177	SOLAR ENERGY	\$47,957.00	\$47,957.00			\$47,957.00	100%	\$0.00	\$4,795.70	
178	ELECTRICAL	\$120,000.00	\$120,000.00			\$120,000.00	100%	\$0.00	\$12,000.00	
179	EXTERIOR SIGNAGE	\$17,000.00	\$11,500.00			\$11,500.00	68%	\$5,500.00	\$1,150.00	
180	LOCKERS	\$3,000.00	\$3,000.00			\$3,000.00	100%	\$0.00	\$300.00	
181	FIRE EXTINGUISHERS & FEC'S	\$1,500.00	\$1,500.00			\$1,500.00	100%	\$0.00	\$150.00	
182	KNOX BOX	\$700.00	\$700.00			\$700.00	100%	\$0.00	\$70.00	
183	MAIL BOX	\$1,752.00	\$1,752.00			\$1,752.00	100%	\$0.00	\$175.20	
184	VIDEO SURVEILLANCE	\$50,963.00	\$50,963.00			\$50,963.00	100%	\$0.00	\$5,096.30	

PROJECT NAME: Northtown Municipal Utility District Development of Lot 4C & Lot 5E  
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 CONTRACTOR: STR CONSTRUCTORS, LLC.

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A Item No.	B Description of Work	C Scheduled Value	D Work Completed			G Total Completed & Stored to Date	H % Comp.	I Balance To Finish	J Retainage 10%
			Previous Applications	This Period	Stored Materials				
185	700 WELLS BRANCH PARKWAY					\$0.00	#####	\$0.00	\$0.00
186						\$0.00	#####	\$0.00	\$0.00
187	SECURITY	\$14,625.00	\$14,625.00			\$14,625.00	100%	\$0.00	\$1,462.50
188	FASCIA & SOFFIT	\$14,788.00	\$14,788.00			\$14,788.00	100%	\$0.00	\$1,478.80
189						\$0.00	#####	\$0.00	\$0.00
190						\$0.00	#####	\$0.00	\$0.00
191						\$0.00	#####	\$0.00	\$0.00
192						\$0.00	#####	\$0.00	\$0.00
193						\$0.00	#####	\$0.00	\$0.00
194						\$0.00	#####	\$0.00	\$0.00
195						\$0.00	#####	\$0.00	\$0.00
196						\$0.00	#####	\$0.00	\$0.00
197						\$0.00	#####	\$0.00	\$0.00
198						\$0.00	#####	\$0.00	\$0.00
199						\$0.00	#####	\$0.00	\$0.00
200						\$0.00	#####	\$0.00	\$0.00
201						\$0.00	#####	\$0.00	\$0.00
202						\$0.00	#####	\$0.00	\$0.00
203						\$0.00	#####	\$0.00	\$0.00
204						\$0.00	#####	\$0.00	\$0.00
205						\$0.00	#####	\$0.00	\$0.00
206						\$0.00	#####	\$0.00	\$0.00
207						\$0.00	#####	\$0.00	\$0.00
208						\$0.00	#####	\$0.00	\$0.00
209						\$0.00	#####	\$0.00	\$0.00
210						\$0.00	#####	\$0.00	\$0.00
211						\$0.00	#####	\$0.00	\$0.00
212						\$0.00	#####	\$0.00	\$0.00
213						\$0.00	#####	\$0.00	\$0.00
214						\$0.00	#####	\$0.00	\$0.00
215						\$0.00	#####	\$0.00	\$0.00
216						\$0.00	#####	\$0.00	\$0.00
217						\$0.00	#####	\$0.00	\$0.00
218						\$0.00	#####	\$0.00	\$0.00

PROJECT NAME: Northtown Municipal Utility District Development of Lot 4C & Lot 5E  
 OWNER: NORTHTOWN MUNICIPAL UTILITY DISTRICT  
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 PAY PERIOD: 8/1/2022 to 8/31/2022

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Stored Materials	G Total Completed & Stored to Date	H % Comp.	I Balance To Finish	J Retainage 10%
			Previous Applications	This Period					
219	700 WELLS BRANCH PARKWAY					\$0.00	#####	\$0.00	\$0.00
220	LARGE PAVILION					\$0.00	#####	\$0.00	\$0.00
221						\$0.00	#####	\$0.00	\$0.00
222	CONCRETE BUILDING PAD	\$38,940.81	\$38,940.81			\$38,940.81	100%	\$0.00	\$3,894.08
223	MASONRY	\$32,771.00	\$32,771.00			\$32,771.00	100%	\$0.00	\$3,277.10
224	METAL FABRICATIONS	\$82,800.00	\$82,800.00			\$82,800.00	100%	\$0.00	\$8,280.00
225	METAL ROOFING	\$40,451.00	\$35,451.00			\$35,451.00	88%	\$5,000.00	\$3,545.10
226	DOORS, FRAMES, & HDWR	\$4,453.00	\$4,453.00			\$4,453.00	100%	\$0.00	\$445.30
227	METAL FRAMING & DRYWALL	\$43,000.00	\$43,000.00			\$43,000.00	100%	\$0.00	\$4,300.00
228	PAINTING	\$8,362.00	\$8,362.00			\$8,362.00	100%	\$0.00	\$836.20
229	TOILET ACCESSORIES	\$4,090.00	\$4,090.00			\$4,090.00	100%	\$0.00	\$409.00
230	PLUMBING	\$36,900.00	\$36,900.00			\$36,900.00	100%	\$0.00	\$3,690.00
231	HVAC	\$3,000.00	\$3,000.00			\$3,000.00	100%	\$0.00	\$300.00
232	ELECTRICAL	\$40,000.00	\$40,000.00			\$40,000.00	100%	\$0.00	\$4,000.00
233						\$0.00	#####	\$0.00	\$0.00
234						\$0.00	#####	\$0.00	\$0.00
235						\$0.00	#####	\$0.00	\$0.00
236						\$0.00	#####	\$0.00	\$0.00
237						\$0.00	#####	\$0.00	\$0.00
238						\$0.00	#####	\$0.00	\$0.00
239						\$0.00	#####	\$0.00	\$0.00
240						\$0.00	#####	\$0.00	\$0.00
241						\$0.00	#####	\$0.00	\$0.00
242						\$0.00	#####	\$0.00	\$0.00
243						\$0.00	#####	\$0.00	\$0.00
244						\$0.00	#####	\$0.00	\$0.00
245						\$0.00	#####	\$0.00	\$0.00
246						\$0.00	#####	\$0.00	\$0.00
247						\$0.00	#####	\$0.00	\$0.00
248						\$0.00	#####	\$0.00	\$0.00
249						\$0.00	#####	\$0.00	\$0.00
250						\$0.00	#####	\$0.00	\$0.00

PROJECT NAME: Northtown Municipal Utility District Development of Lot 4C & Lot 5E  
 OWNER: NORTHTOWN MUNICIPAL UTILITY DISTRICT  
 CONTRACTOR: STR CONSTRUCTORS, LLC.

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 PAY PERIOD: 8/1/2022 to 8/31/2022

A Item No.	B Description of Work	C Scheduled Value	E Work Completed			G Total Completed & Stored to Date	H % Comp.	I Balance To Finish	J Retainage 10%
			D Previous Applications	This Period	F Stored Materials				
251	700 WELLS BRANCH PARKWAY					\$0.00	#####	\$0.00	\$0.00
252	VEHICLE STORAGE					\$0.00	#####	\$0.00	\$0.00
253						\$0.00	#####	\$0.00	\$0.00
254	CONCRETE BUILDING PAD	\$10,625.00	\$10,625.00			\$10,625.00	100%	\$0.00	\$1,062.50
255	MASONRY	\$3,192.00	\$3,192.00			\$3,192.00	100%	\$0.00	\$319.20
256	METAL BUILDING	\$21,000.00	\$21,000.00			\$21,000.00	100%	\$0.00	\$2,100.00
257	ERECTION	\$10,000.00	\$10,000.00			\$10,000.00	100%	\$0.00	\$1,000.00
258	OVERHEAD COILING DOOR	\$7,704.00	\$7,704.00			\$7,704.00	100%	\$0.00	\$770.40
259	DOORS, FRAMES, & HDWR	\$2,349.00	\$2,349.00			\$2,349.00	100%	\$0.00	\$234.90
260	PAINTING	\$2,091.00	\$2,091.00			\$2,091.00	100%	\$0.00	\$209.10
261	NETWORK CABLING	\$3,000.00	\$2,500.00	\$500.00		\$3,000.00	100%	\$0.00	\$300.00
262	ELECTRICAL	\$40,000.00	\$40,000.00			\$40,000.00	100%	\$0.00	\$4,000.00
263	VIDEO SURVEILLANCE	\$14,625.00	\$14,625.00			\$14,625.00	100%	\$0.00	\$1,462.50
264	SECURITY	\$6,000.00	\$6,000.00			\$6,000.00	100%	\$0.00	\$600.00
265						\$0.00	#####	\$0.00	\$0.00
266						\$0.00	#####	\$0.00	\$0.00
267						\$0.00	#####	\$0.00	\$0.00
268						\$0.00	#####	\$0.00	\$0.00
269						\$0.00	#####	\$0.00	\$0.00
270						\$0.00	#####	\$0.00	\$0.00
271						\$0.00	#####	\$0.00	\$0.00
272						\$0.00	#####	\$0.00	\$0.00
273						\$0.00	#####	\$0.00	\$0.00
274						\$0.00	#####	\$0.00	\$0.00
275						\$0.00	#####	\$0.00	\$0.00
276						\$0.00	#####	\$0.00	\$0.00
277						\$0.00	#####	\$0.00	\$0.00
278						\$0.00	#####	\$0.00	\$0.00
279						\$0.00	#####	\$0.00	\$0.00
280						\$0.00	#####	\$0.00	\$0.00
281						\$0.00	#####	\$0.00	\$0.00
282						\$0.00	#####	\$0.00	\$0.00
283						\$0.00	#####	\$0.00	\$0.00
284						\$0.00	#####	\$0.00	\$0.00

PROJECT NAME: Northtown Municipal Utility District Development of Lot 4C & Lot 5E  
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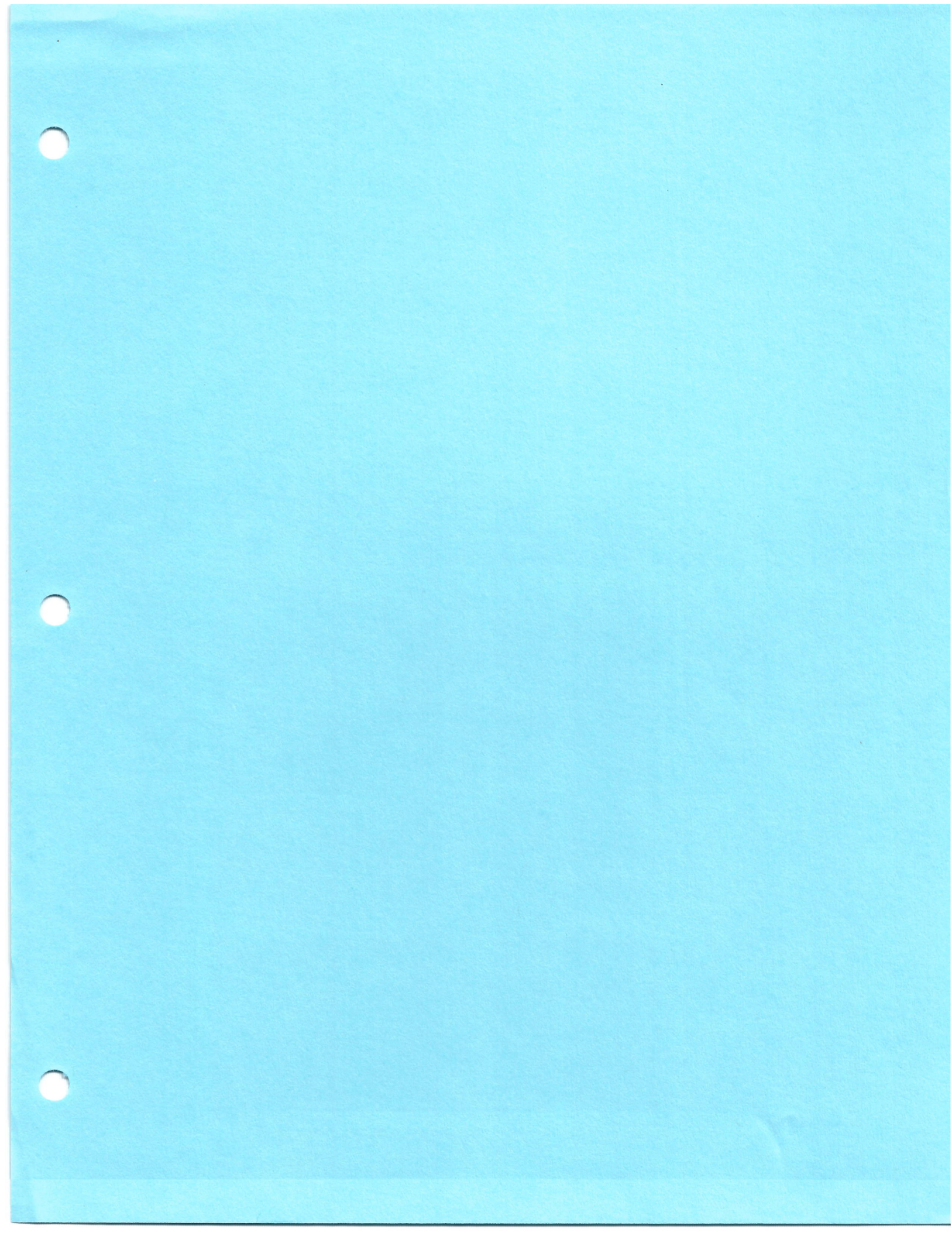
A Item No.	B Description of Work	C Scheduled Value	D Work Completed			F Stored Materials	G Total Completed & Stored to Date	H % Comp.	I Balance To Finish	J Retainage 10%
			Previous Applications	This Period						
285	13921 JOHN HENRY FAULK SITE					\$0.00	#####	\$0.00	\$0.00	
286						\$0.00	#####	\$0.00	\$0.00	
287							\$0.00	#####	\$0.00	\$0.00
288	SIDEWALK	\$4,929.00	\$4,929.00			\$4,929.00	100%	\$0.00	\$492.90	
289	DUMPSTER PAD	\$3,784.00	\$3,784.00			\$3,784.00	100%	\$0.00	\$378.40	
290	LIGHT POLE BASES	\$4,500.00	\$4,500.00			\$4,500.00	100%	\$0.00	\$450.00	
291	RIBBON CURB	\$1,875.00	\$1,875.00			\$1,875.00	100%	\$0.00	\$187.50	
292	TRANSFORMER PAD	\$3,452.00	\$3,452.00			\$3,452.00	100%	\$0.00	\$345.20	
293	PAVEMENT MARKINGS	\$1,850.00	\$1,850.00			\$1,850.00	100%	\$0.00	\$185.00	
294	EROSION CONTROL/PONDS	\$68,143.00	\$68,143.00			\$68,143.00	100%	\$0.00	\$6,814.30	
295	LANDSCAPE/IRRIGATION	\$26,100.00	\$13,000.00	\$5,000.00		\$18,000.00	69%	\$8,100.00	\$1,800.00	
296	PLAYGROUND EQUIPMENT	\$78,980.00	\$78,980.00			\$78,980.00	100%	\$0.00	\$7,898.00	
297	ELECTRICAL SITE	\$40,000.00	\$40,000.00			\$40,000.00	100%	\$0.00	\$4,000.00	
298	STRIP	\$8,425.00	\$8,425.00			\$8,425.00	100%	\$0.00	\$842.50	
299	DEMO	\$1,349.00	\$1,349.00			\$1,349.00	100%	\$0.00	\$134.90	
300	MASS EXCAVATION	\$24,862.00	\$24,862.00			\$24,862.00	100%	\$0.00	\$2,486.20	
301	BUILDING PAD	\$7,809.00	\$7,809.00			\$7,809.00	100%	\$0.00	\$780.90	
302	SUBGRADE PREP	\$9,583.00	\$9,583.00			\$9,583.00	100%	\$0.00	\$958.30	
303	BACKFILL	\$2,972.00	\$2,972.00			\$2,972.00	100%	\$0.00	\$297.20	
304	SEWER IMPROVEMENTS	\$20,750.00	\$20,750.00			\$20,750.00	100%	\$0.00	\$2,075.00	
305	WATER IMPROVEMENTS	\$21,500.00	\$21,500.00			\$21,500.00	100%	\$0.00	\$2,150.00	
306						\$0.00	#####	\$0.00	\$0.00	
307						\$0.00	#####	\$0.00	\$0.00	
308						\$0.00	#####	\$0.00	\$0.00	
309						\$0.00	#####	\$0.00	\$0.00	
310						\$0.00	#####	\$0.00	\$0.00	
311						\$0.00	#####	\$0.00	\$0.00	
312						\$0.00	#####	\$0.00	\$0.00	
313						\$0.00	#####	\$0.00	\$0.00	
314						\$0.00	#####	\$0.00	\$0.00	
315						\$0.00	#####	\$0.00	\$0.00	
316						\$0.00	#####	\$0.00	\$0.00	
317						\$0.00	#####	\$0.00	\$0.00	
318						\$0.00	#####	\$0.00	\$0.00	

PROJECT NAME: Northtown Municipal Utility District Development of Lot 4C & Lot 5E  
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 CONTRACTOR: STR CONSTRUCTORS, LLC.

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 PAY PERIOD: 8/1/2022 to 8/31/2022

A Item No.	B Description of Work	C Scheduled Value	D Work Completed			G Total Completed & Stored to Date	H % Comp.	I Balance To Finish	J Retainage 10%
			Previous Applications	This Period	Stored Materials				
			319	13921 JOHN HENRY FAULK SMALL PAVILION					
320					\$0.00	#####	\$0.00	\$0.00	
321					\$0.00	#####	\$0.00	\$0.00	
322	CONCRETE BUILDING PAD	\$16,575.00	\$16,575.00		\$16,575.00	100%	\$0.00	\$1,657.50	
323	MASONRY	\$31,207.00	\$31,207.00		\$31,207.00	100%	\$0.00	\$3,120.70	
324	METAL FABRICATIONS	\$36,405.00	\$36,405.00		\$36,405.00	100%	\$0.00	\$3,640.50	
325	METAL ROOFING	\$20,389.00	\$15,389.00		\$15,389.00	75%	\$5,000.00	\$1,538.90	
326	DOORS, FRAMES, & HDWR	\$4,453.00	\$4,453.00		\$4,453.00	100%	\$0.00	\$445.30	
327	METAL FRAMING & DRYWALL	\$29,000.00	\$29,000.00		\$29,000.00	100%	\$0.00	\$2,900.00	
328	PAINTING	\$6,271.00	\$6,271.00		\$6,271.00	100%	\$0.00	\$627.10	
329	TOILET ACCESSORIES	\$1,870.00	\$1,870.00		\$1,870.00	100%	\$0.00	\$187.00	
330	PLUMBING	\$35,900.00	\$35,900.00		\$35,900.00	100%	\$0.00	\$3,590.00	
331	HVAC	\$3,000.00	\$3,000.00		\$3,000.00	100%	\$0.00	\$300.00	
332	ELECTRICAL	\$50,000.00	\$50,000.00		\$50,000.00	100%	\$0.00	\$5,000.00	
333					\$0.00	#####	\$0.00	\$0.00	
334					\$0.00	#####	\$0.00	\$0.00	
335					\$0.00	#####	\$0.00	\$0.00	
336					\$0.00	#####	\$0.00	\$0.00	
337					\$0.00	#####	\$0.00	\$0.00	
338					\$0.00	#####	\$0.00	\$0.00	
339					\$0.00	#####	\$0.00	\$0.00	
340					\$0.00	#####	\$0.00	\$0.00	
341					\$0.00	#####	\$0.00	\$0.00	
342					\$0.00	#####	\$0.00	\$0.00	
343					\$0.00	#####	\$0.00	\$0.00	
344					\$0.00	#####	\$0.00	\$0.00	
345					\$0.00	#####	\$0.00	\$0.00	
346					\$0.00	#####	\$0.00	\$0.00	
347					\$0.00	#####	\$0.00	\$0.00	
348					\$0.00	#####	\$0.00	\$0.00	
349					\$0.00	#####	\$0.00	\$0.00	
350					\$0.00	#####	\$0.00	\$0.00	

PROJECT NAME: Northtown Municipal Utility District Development of Lot 4C & Lot 5E						18			
OWNER: NORTHTOWN MUNICIPAL UTILITY DISTRICT						PAGE 12			
CONTRACTOR: STR CONSTRUCTORS, LLC.						PAY PERIOD: 8/1/2022 to 8/31/2022			
A	B	C	D	E	F	G	H	I	J
Item No.	Description of Work	Scheduled Value	Work Completed			Total Completed & Stored to Date	% Comp.	Balance To Finish	Retainage 10%
			Previous Applications	This Period	Stored Materials				
351						\$0.00	#####	\$0.00	\$0.00
352						\$0.00	#####	\$0.00	\$0.00
353						\$0.00	#####	\$0.00	\$0.00
354						\$0.00	#####	\$0.00	\$0.00
355						\$0.00	#####	\$0.00	\$0.00
356						\$0.00	#####	\$0.00	\$0.00
357						\$0.00	#####	\$0.00	\$0.00
358						\$0.00	#####	\$0.00	\$0.00
359						\$0.00	#####	\$0.00	\$0.00
360						\$0.00	#####	\$0.00	\$0.00
361						\$0.00	#####	\$0.00	\$0.00
362						\$0.00	#####	\$0.00	\$0.00
363						\$0.00	#####	\$0.00	\$0.00
364						\$0.00	#####	\$0.00	\$0.00
TOTAL		\$4,963,055.56	\$4,773,399.59	\$45,500.00	\$0.00	\$4,818,899.59	97%	\$144,155.97	\$481,889.96



# **AIA® Document G701™ – 2017**

## Change Order

<b>PROJECT:</b> <i>(name and address)</i> Northtown MUD 700 E Wells Branch Pkwy <b>OWNER:</b> <i>(name and address)</i> Northtown MUD 1421 Wells Branch Pkwy, #106 Pflugerville, TX 78660	<b>CONTRACT INFORMATION:</b> Contract For: General Construction Date: March 24, 2021 <b>ARCHITECT:</b> <i>(name and address)</i> Fatter & Evans Architects, Inc 7509 Menchaca Rd, Suite 100 Austin, TX 78745	<b>CHANGE ORDER INFORMATION:</b> Change Order Number: 008 Date: Sept 15, 2022 <b>CONTRACTOR:</b> <i>(name and address)</i> STR Constructors LLC 15500 Hwy 29 West Liberty Hill, TX 78642
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**THE CONTRACT IS CHANGED AS FOLLOWS:**

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*


See attached summary for detail. Delete unused allowances, remove NVR PR 44 allowance from CO7, add final cost for NVR PR 44, delete PR 42 for mini-split, delete PR 45 for shelf in JHF storage area. The net change to the contract is a decrease of \$15,259.38

No change in Contract Time is allowed on this Change Order

The original	Contract Sum	was		\$ <u>4,876,700.00</u>
	The net change by previously authorized Change Orders			\$ <u>107,506.38</u>
The	Contract Sum	prior to this Change Order	was	\$ <u>4,984,206.38</u>
The	Contract Sum	will be decreased by this Change Order	in the amount of	\$ <u>(15,259.38)</u>
The new (Contract Sum) (Guaranteed N, including this Change Order, will be				\$ <u>4,968,947.00</u>
The Contract Time will be unchanged by zero ( 0 ) days.				
The new date of Substantial Completion will be August 31, 2022.				

*NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.*

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

Fatter & Evans Architects, Inc ARCHITECT <i>(Firm name)</i>  SIGNATURE	STR Constructors LLC CONTRACTOR <i>(Firm name)</i>  SIGNATURE	Northtown Municipal Utility District OWNER <i>(Firm name)</i>  SIGNATURE
Barnaby Evans, Architect PRINTED NAME AND TITLE	John Robinson, CEO PRINTED NAME AND TITLE	Brenda Richter, Board President PRINTED NAME AND TITLE
09-15-22 DATE	DATE	DATE

NT MUD Change Proposal Summary  
To be included in Change Order 8

Amt

9/13/2022

Contingency Balance	\$	-
Delete Interior Signage Allowance	\$	(1,500.00)
Delete Appliances Allowance	\$	(7,000.00)
Delete Television Allowance	\$	(3,000.00)
Delete Telephone Equipment Allowance	\$	(2,500.00)
Delete NVR Allowance for JHF Original PR44 (1 NVR)	\$	(2,000.00)
Add Final Cost for NVR Changes in Final PR 44 (2 NVRs)	\$	9,240.62
Delete PR42 Additional Mini-Split for JHF Network Equipment	\$	(8,000.00) Allowance
Delete PR45 Shelf for Monitor at John Henry Faulk	\$	(500.00) Allowance
Total Proposed Changes	\$	<u>(15,259.38)</u>
Adjusted Contingency Balance	\$	-
Net Decrease to Contract Sum	\$	<u>(15,259.38)</u>
Previous Contract Amount after CO 7	\$	4,984,206.38
This Proposed Change	\$	(15,259.38)
New Contract Amount After CO8	\$	4,968,947.00
New Contract Completion Date After CO8 (Days Unchanged)		31-Aug-22

**I. General**

- A. Allowances: Include the following allowances in the base bid Contract amount. Any amount greater than the allowable, approved by the Owner in a written change order, shall increase the Contract amount. Any amount less than the allowable shall decrease the Contract amount and shall be credited to the Owner by written Change Order.
- B. Allowances listed below include installation and materials for the items listed only. Include in the base bid any costs of items required to interface with the allowance item (ie. blocking, etc.) including labor, installation, and costs of additional adjacent or related construction.
- C. Notify the Architect in ample time when a decision on an allowance item is required to avoid a delay in construction.
- D. Certify that quantities of products purchased are what are needed with reasonable allowance for waste and spare maintenance supplies for the Owner.
- E. Submit invoices to show actual quantities and costs of materials delivered. Show applicable trade discounts.

**II. Products: Not Used****III. Schedule:**

- A. Interior Signage Allowance, Material and Installation: \$ 1,500
- B. Contingency Allowance: Include an allowance of \$150,000 for use as a contingency at the discretion of the Owner, with their approval.
- C. Appliances Allowance: Include an allowance of \$7,000 for purchase and installation of appliances.
- D. Televisions: Include an allowance of \$3,000 for purchase and installation of televisions.
- F. Telephone Equipment: Include an allowance of \$2,500 for purchase and installation of VOIP telephone equipment.
- G. Testing Lab and Private Inspection Allowance: Include an allowance of \$20,000 for testing lab services, and private inspections by third-party labs and inspectors.

Total Sum of all allowances is \$184,000.

*End of Section*



**STR CONSTRUCTORS**  
**GENERAL CONTRACTORS**  
 CONSTRUCTION MANAGEMENT

## Change Proposal Form

Change Proposal No.:	44
Change Proposal Date:	8/11/2022
Valid Through:	8/25/2022

<b>Name of Project:</b>	Northtown Municipal Utility District Development of Lot 4C and Lot 5E
<b>Change Proposal Issued To: (Client)</b>	Northtown MUD c/o Fatter & Evans Architects 7509 Manchaca Road, Ste. 100 Austin, TX 78745
<b>Client/Architect Contact:</b>	<b>ATTN: BARNABY EVANS</b>

**Change Description:** PR #42 reflects the costs associated with adding a mini-split system to the Small Pavilion

Line Description	Subcontract	Material	Labor	Line Total
Allied Universal	\$ 10,271.91			\$ 10,271.91
*new NVR equipment				\$ -
Allied Universal	\$ (2,123.93)			\$ (2,123.93)
*credit for Harris Ridge NVR to be replaced				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
<b>Change Proposal Subtotals</b>	\$ 8,147.98	\$ -	\$ -	\$ 8,147.98

Direct Change Proposal Costs				
Payroll Tax & Payroll-Related Insurances	29.67%		\$ -	\$ -
STR Fees on Subcontractors	10.00%	\$ 8,147.98		\$ 814.80
STR Fees on Self-Performance	15.00%		\$ -	\$ -
Bond	2.50%			\$ 224.07
Insurance	0.60%			\$ 53.78

Completion Extension as a Result of this Change Proposal:	
General Conditions Added Cost as a Result of Extension:	
<b>Total Cost of Change Proposal</b>	
	<b>\$ 9,240.62</b>

**Qualifications & Clarifications:**

*This change proposal becomes null and void after ten (10) calendar days. Work stoppage due to late acceptance of this change proposal voids this quotation and will increase the cost.*

STR Constructors, LLC Authorization  
 Authorized By: Justin Rosewell  
 Title: Project Manager  
 Date: 8/11/2022

Client Approval	
Approved By:	_____
Title:	_____
Signature:	_____
Date:	___ / ___ / ___

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**DATE:** September 19, 2022

**TO:** Northtown Municipal Utility District  
Board of Directors

**FROM:** Scott J. Foster, P.E.

**RE:** Northtown MUD – Engineer’s Report for the September 2022 Board Meeting

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**Report from District Engineer, including:**

***a) Development Updates;***

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

Construction has been completed and is currently in the final stages of receiving administrative closeout items. 360 PSI recommends that the District accept the project subject to the receipt of the final close out documents, the city acceptance letter, and the county acceptance letter. Attached for approval, subject to the developer’s reimbursement agreement, are pay estimates 6, 7, 8, and 9. There are no change orders for consideration.

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

Revised plans were submitted to the District which reduced the density of the project from 63 units to 43 units. The plans are technically approved and pending the receipt of recorded easements. The project will require an easement to be vacated and replaced. Due to the reduction in density, a portion of the previously paid parkland fees will need to be refunded. The developer anticipates bidding the project in November 2022 and starting construction in early 2023.

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

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

The developer has submitted the Phase 2 plans for review by the District. It is expected that construction will start on the project in mid 2023.

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

Construction has started and is expected to last into 2024.

***v) The Lakes Retail Center;***

The project started construction in May 2022 and is expected to be completed in early 2023.

***vi) Avalon Bay Multifamily;***

The developer is in the predevelopment stages of the project. 360 PSI has studied their anticipated wastewater requirements to ensure they conform to the available capacity of the existing infrastructure. Construction plans have not been submitted and are anticipated to be received in early 2023.

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

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

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 2022.

The District's annual report for 2021 was submitted to the TCEQ on March 17, 2022.

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

The financial waiver for the EPP was submitted to the TCEQ on May 30<sup>th</sup> and prior to the June 1<sup>st</sup> deadline. The TCEQ is requesting supplemental information which is being provided as needed. The supplemental modeling is underway and is expected to be completed in October.

# APPLICATION AND CERTIFICATE FOR PAYMENT

<b>TO OWNER:</b> KB Homes Lone Star Inc.  <b>FROM CONTRACTOR:</b> Patin Construction LLC 3800 West 2nd Street, Taylor, Texas 76574	<b>PROJECT:</b>  2202- Villages of Northtown Sect. 2- Utilities Contract # 5448050  <b>VIA ENGINEER:</b> Cunningham-Allen	<b>APPLICATION NO:</b> 6 4/26/2022 to <b>PERIOD TO:</b> 5/9/2022  <b>Distribution to:</b> <input checked="" type="checkbox"/> Owner <input checked="" type="checkbox"/> Engineer <input type="checkbox"/> Contractor
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## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached

1 ORIGINAL CONTRACT SUM.....		<b>\$ 1,138,956.25</b>
2 Net change by Change Orders.....		\$ -
3 CONTRACT SUM TO DATE (Line 1 ± 2).....		\$ 1,138,956.25
4 TOTAL COMPLETED & STORED TO DATE....		\$ 1,112,912.25
<b>5 RETAINAGE:</b>		
a. <u>10</u> % of Completed Work	\$ 111,291.23	
b. <u>0</u> % of Stored Material	\$ -	
Total Retainage (Line 5a + 5b).....		\$ 111,291.23
6 TOTAL EARNED LESS RETAINAGE..... (Line 4 less Line 5 Total)		\$ 1,001,621.03
7 LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate).....		\$ 983,162.03
8 CURRENT PAYMENT DUE.....		\$ 18,459.00
9 BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		\$ 137,335.23

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Northtown MUD  
*Scott G. Foster, P.E.* Date: 9/15/22  
 By: Electronic Signature for Approvals Only Date: \_\_\_\_\_  
 Northtown MUD

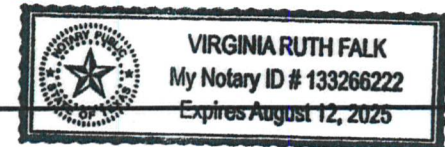
DESIGN ENGINEER:  
*[Signature]* Date: 5/4/2022  
 By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Cunningham-Allen

OWNER: DocuSigned by:  
*John Binsmeyer* Date: 5/9/2022  
 By: 05486EA52FEB44E Date: \_\_\_\_\_  
 KB Homes Lone Star Inc.

CONTRACTOR:  
*[Signature]* Date: 5/4/2022  
 By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Patin Construction LLC

SUBSCRIBED AND SWORN TO BEFORE ME this the day of 4 / May - 2022  
*Virginia Ruth Falk*  
 NOTARY PUBLIC, in and for the State of Texas  
 My Commission Expires:

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in	\$ -	\$ -
previous months by owner	\$ -	\$ -
Total approved this month	\$ -	\$ -
<b>Totals</b>	<b>\$ -</b>	<b>\$ -</b>
NET CHANGES by Change Order		



AGENDA ITEM #10(a)(1)(A)

# PATIN CONSTRUCTION LLC

PROJECT:  
2202- Villages of Northtown Sect. 2- Utilities

APPLICATION NO.: 6  
APPLICATION DATE: 4/26/2022 to 5/9/2022  
PERIOD TO: 5/9/2022  
PROJECT NO.: 2202

A	B	C	D	E	F	G	H	I	J	K	L	M	N
Item No.	Description of Work	Scheduled Value	Quantity	UOM	Unit Cost	Units Previous Period	From Previous Application	Units This Period	This Period	Stored Materials	Total Complete & Stored	%	Balance to Finish
<b>Section 1: Wastewater</b>													
1-01	Standard Pre-cast Manhole w/Pre-cast Base, 4' Dia.	\$ 110,000.00	20	EA	\$5,500.00	20	\$ 110,000.00	0.00	\$ -	\$ -	\$ 110,000.00	100%	\$ -
1-02	Extra Depth of Manhole, 4' Dia.	\$ 20,500.00	41	VF	\$500.00	41	\$ 20,500.00	0.00	\$ -	\$ -	\$ 20,500.00	100%	\$ -
1-03	Pipe, 8" Dia. PVC (SDR-26)(0'-8' Depth)Type (all depths), Including Excavation and Backfill	\$ 60,606.00	962	LF	\$63.00	962	\$ 60,606.00	0.00	\$ -	\$ -	\$ 60,606.00	100%	\$ -
1-04	Pipe, 8" Dia. PVC (SDR-26)(8'-10' Depth)Type (all depths), Including Excavation and Backfill	\$ 14,874.00	222	LF	\$ 67.00	222	\$ 14,874.00	0.00	\$ -	\$ -	\$ 14,874.00	100%	\$ -
1-05	Pipe, 8" Dia. PVC (SDR-26)(10'-12' Depth)Type (all depths), Including Excavation and Backfill	\$ 98,404.00	1348	LF	\$ 73.00	1348	\$ 98,404.00	0.00	\$ -	\$ -	\$ 98,404.00	100%	\$ -
1-06	Double Gravity Wastewater Service(Long)	\$ 39,600.00	18	EA	\$ 2,200.00	18	\$ 39,600.00	0.00	\$ -	\$ -	\$ 39,600.00	100%	\$ -
1-07	Double Gravity Wastewater Service(Short)	\$ 32,000.00	16	EA	\$ 2,000.00	16	\$ 32,000.00	0.00	\$ -	\$ -	\$ 32,000.00	100%	\$ -
1-08	Single Gravity Wastewater Service(Long)	\$ 9,000.00	5	EA	\$ 1,800.00	5	\$ 9,000.00	0.00	\$ -	\$ -	\$ 9,000.00	100%	\$ -
1-09	Single Gravity Wastewater Service(Short)	\$ 4,800.00	3	EA	\$ 1,600.00	3	\$ 4,800.00	0.00	\$ -	\$ -	\$ 4,800.00	100%	\$ -
1-10	Trench Excavation Safety Protective Systems (all depths)	\$ 4,680.00	1,560	LF	\$ 3.00	1560	\$ 4,680.00	0.00	\$ -	\$ -	\$ 4,680.00	100%	\$ -
1-11	Minor Manhole Height Adjustment, 4' Dia.	\$ 10,000.00	20	EA	\$ 500.00	0	\$ -	0.00	\$ -	\$ -	\$ -	0%	\$ 10,000.00
1-12	16-Inch Steel Encasement	\$ 3,000.00	20	LF	\$ 150.00	20	\$ 3,000.00	0.00	\$ -	\$ -	\$ 3,000.00	100%	\$ -
1-13	Construction Staking	\$ 2,500.00	1	LS	\$ 2,500.00	1	\$ 2,500.00	0.00	\$ -	\$ -	\$ 2,500.00	100%	\$ -
1-14	Revegetation (Offsite WWL)	\$ 1,494.00	1494	SY	\$1.00	0	\$ -	0.00	\$ -	\$ -	\$ -	0%	\$ 1,494.00
<b>SUBTOTAL</b>		<b>\$ 411,458.00</b>					<b>\$ 399,964.00</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ 399,964.00</b>		<b>\$ 11,494.00</b>
<b>Section 2: Water</b>													
2-01	Fire Hydrants (See Standard No. 511S-17) Adjustment	\$ 35,000.00	5	EA	\$ 7,000.00	5	\$ 35,000.00	0.00	\$ -	\$ -	\$ 35,000.00	100%	\$ -
2-02	Pipe, 8" Dia. C-900 PVC Type (all depths), Including Excavation and Backfill and fittings	\$ 95,060.00	1358	LF	\$ 70.00	1358	\$ 95,060.00	0.00	\$ -	\$ -	\$ 95,060.00	100%	\$ -
2-03	Pipe, 12" Dia. C-900 PVC Type (all depths), Including Excavation and Backfill and fittings	\$ 74,060.00	805	LF	\$ 92.00	805	\$ 74,060.00	0.00	\$ -	\$ -	\$ 74,060.00	100%	\$ -
2-04	8" Gate Valve	\$ 24,000.00	8	EA	\$ 3,000.00	8	\$ 24,000.00	0.00	\$ -	\$ -	\$ 24,000.00	100%	\$ -
2-05	12" Gate Valve	\$ 16,500.00	3	EA	\$ 5,500.00	3	\$ 16,500.00	0.00	\$ -	\$ -	\$ 16,500.00	100%	\$ -
2-06	Double Water Service (Long)	\$ 52,800.00	24	EA	\$ 2,200.00	24	\$ 52,800.00	0.00	\$ -	\$ -	\$ 52,800.00	100%	\$ -
2-07	Double Water Service (Short)	\$ 20,000.00	10	EA	\$ 2,000.00	10	\$ 20,000.00	0.00	\$ -	\$ -	\$ 20,000.00	100%	\$ -
2-08	Single Water Service (long)	\$ 5,400.00	3	EA	\$ 1,800.00	3	\$ 5,400.00	0.00	\$ -	\$ -	\$ 5,400.00	100%	\$ -
2-09	Single Water Service (Short)	\$ 8,000.00	5	EA	\$ 1,600.00	5	\$ 8,000.00	0.00	\$ -	\$ -	\$ 8,000.00	100%	\$ -
2-10	Air Release Valve	\$ 5,000.00	1	EA	\$ 5,000.00	0	\$ -	0.00	\$ -	\$ -	\$ -	0%	\$ 5,000.00
2-11	2" Temporary Automatic Flushing Valve	\$ 5,000.00	1	EA	\$ 5,000.00	0	\$ -	1.00	\$ 5,000.00	\$ -	\$ 5,000.00	100%	\$ -
2-12	Adjust Valve Stem and Casing and Cover to Final Grade	\$ 1,750.00	7	EA	\$ 250.00	0	\$ -	0.00	\$ -	\$ -	\$ -	0%	\$ 1,750.00
2-13	Trench Excavation Safety Protective Systems (all depths)	\$ 6,489.00	2163	LF	\$ 3.00	2163	\$ 6,489.00	0.00	\$ -	\$ -	\$ 6,489.00	100%	\$ -
2-14	Construction Staking	\$ 2,500.00	1	LS	\$ 2,500.00	1	\$ 2,500.00	0.00	\$ -	\$ -	\$ 2,500.00	100%	\$ -
<b>SUBTOTAL</b>		<b>\$ 351,559.00</b>					<b>\$ 339,809.00</b>		<b>\$ 5,000.00</b>	<b>\$ -</b>	<b>\$ 344,809.00</b>		<b>\$ 6,750.00</b>

**PATIN CONSTRUCTION LLC**

PROJECT:  
2202- Villages of Northtown Sect. 2- Utilities

APPLICATION NO.: 6  
APPLICATION DATE: 4/26/2022 to 5/9/2022  
PERIOD TO: 5/9/2022  
PROJECT NO.: 2202

A	B	C	D	E	F	G	H	I	J	K	L	M	N
Item No.	Description of Work	Scheduled Value	Quantity	UOM	Unit Cost	Units Previous Period	From Previous Application	Units This Period	This Period	Stored Materials	Total Complete. & Stored	%	Balance to Finish
<b>Section 3: Drainage</b>													
3-01	Pipe,18" Dia. RCP Type III (all depths), including Excavation and Backfill and Bends	\$ 22,260.00	318	LF	\$ 70.00	318	\$ 22,260.00	0.00	\$ -	\$ -	\$ 22,260.00	100%	\$ -
3-02	Pipe,24" Dia. RCP Type III (all depths), including Excavation and Backfill and Bends	\$ 24,075.00	321	LF	\$ 75.00	321	\$ 24,075.00	0.00	\$ -	\$ -	\$ 24,075.00	100%	\$ -
3-03	Pipe,30" Dia. RCP Type III (all depths), including Excavation and Backfill and Bends, watertight joints and connections	\$ 24,890.00	262	LF	\$ 95.00	262	\$ 24,890.00	0.00	\$ -	\$ -	\$ 24,890.00	100%	\$ -
3-04	Pipe,48" Dia. RCP Type III (all depths), including Excavation and Backfill and Bends, watertight joints and connections	\$ 70,735.00	301	LF	\$ 235.00	235	\$ 55,225.00	66.00	\$ 15,510.00	\$ -	\$ 70,735.00	100%	\$ -
3-05	Trench Excavation Safety Protective Systems (all depths)	\$ 3,951.00	1,317	LF	\$ 3.00	1317	\$ 3,951.00	0.00	\$ -	\$ -	\$ 3,951.00	100%	\$ -
3-06	Standard Pre-cast Manhole w/Pre-cast Base, (all sizes unless listed seperately)	\$ 27,500.00	5	EA	\$ 5,500.00	5	\$ 27,500.00	0.00	\$ -	\$ -	\$ 27,500.00	100%	\$ -
3-07	Remove Plug and Connect to Existing Stormdrain	\$ 3,000.00	2	EA	\$ 1,500.00	2	\$ 3,000.00	0.00	\$ -	\$ -	\$ 3,000.00	100%	\$ -
3-08	Minor Manhole Height Adjustment, (all sizes unless listed seperately)	\$ 2,500.00	5	EA	\$ 500.00	0	\$ -	0.00	\$ -	\$ -	\$ -	0%	\$ 2,500.00
3-09	10' Curb Inlet, Standard	\$ 65,000.00	13	EA	\$ 5,000.00	13	\$ 65,000.00	0.00	\$ -	\$ -	\$ 65,000.00	100%	\$ -
3-10	Construction Staking	\$ 2,500.00	1	LS	\$ 2,500.00	1	\$ 2,500.00	0.00	\$ -	\$ -	\$ 2,500.00	100%	\$ -
3-11	Pond Maintenance Road (Removal and Replacement)	\$ 4,000.00	200	SY	\$ 20.00	0	\$ -	0.00	\$ -	\$ -	\$ -	0%	\$ 4,000.00
	<b>SUBTOTAL</b>	\$ 250,411.00					\$ 228,401.00		\$ 15,510.00	\$ -	\$ 243,911.00		\$ 6,500.00
<b>Section 4: Erosion Controls</b>													
4-01	Silt Fence for Erosion Control	\$ 22,830.50	6,523	LF	\$ 3.50	6523	\$ 22,830.50	0.00	\$ -	\$ -	\$ 22,830.50	100%	\$ -
4-02	Filter Curb Inlet Protection (New Inlet)	\$ 1,300.00	13	EA	\$ 100.00	0	\$ -	0.00	\$ -	\$ -	\$ -	0%	\$ 1,300.00
4-03	Stabilized Construction Entrance	\$ 3,000.00	2	EA	\$ 1,500.00	2	\$ 3,000.00	0.00	\$ -	\$ -	\$ 3,000.00	100%	\$ -
	<b>SUBTOTAL</b>	\$ 27,130.50					\$ 25,830.50		\$ -	\$ -	\$ 25,830.50		\$ 1,300.00
<b>Section 5: Right of Way Preparation</b>													
5-01	Preparing ROW	\$ 14,908.75	11,927	SY	\$ 1.25	11927	\$ 14,908.75	0.00	\$ -	\$ -	\$ 14,908.75	100%	\$ -
5-02	Street Excavation/Embankment (ROW to ROW)	\$ 83,489.00	11,927	SY	\$ 7.00	11927	\$ 83,489.00	0.00	\$ -	\$ -	\$ 83,489.00	100%	\$ -
	<b>SUBTOTAL</b>	\$ 98,397.75					\$ 98,397.75		\$ -	\$ -	\$ 98,397.75		\$ -
<b>PROJECT TOTAL</b>		\$ 1,138,956.25					\$ 1,092,402.25		\$ 20,510.00	\$ -	\$ 1,112,912.25	97.71%	\$ 26,044.00

**SECTION H**  
**CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT**

Project: Villages of Northtown II-Utilities

Job No. 2202

On receipt by the signer of this document of a check from KB Home Lone Star Inc. in the sum of \$18,459.00 payable to Patin Construction LLC, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of KB Home Lone Star Inc., located at:

Austin, Texas to the following extent:  
Villages of Northtown II-Utilities (job description).

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to KB Home Lone Star Inc., as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

Date 5/4/2022

Patin Construction (Company name)

By [Signature] (Signature)

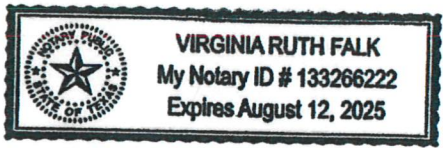
Project Manager (Title)"

SUBSCRIBED AND SWORN TO BEFORE ME this the 4 day of May, 2022.

Virginia Ruth Falk

NOTARY PUBLIC, in and for the State of Texas

My Commission Expires: 8-12-25



NOTICE

This document waives rights unconditionally and states that you have been paid for giving up those rights. It is prohibited for a person to require you to sign this document if you have not been paid the payment amount set forth below.

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project Villages of Northtown II-Utilities

Job No. 2202

The signer of this document has been paid and has received a progress payment in the sum of \$ 355,482.90 for all labor, services, equipment, or materials furnished to the property or to Patin Construction LLC (person with whom signer contracted) on the property of KB Home Lone Inc. (owner) located at Austin, Texas (location) to the following extent: Villages of Northtown II-Utilities (job description). The signer therefore waives and releases any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the above referenced project to the following extent:

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to Patin Construction LLC (person with whom signer contracted) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

Date 5/4/2022

By: [Signature]

Project Manager – Patin Construction

SWORN TO AND SUBSCRIBED BEFORE ME on this 4 day of May, 2022.

Notary Public Signature

[Signature: Virginia Ruth Falk]



**Certificate Of Completion**

Envelope Id: 230550DB30DB412291599BF6605648F0  
 Subject: Please DocuSign: 2202.06 UTILITIES May 9th Pay App Approved by Engineer (2).pdf  
 Source Envelope:  
 Document Pages: 5  
 Certificate Pages: 2  
 AutoNav: Enabled  
 EnvelopeId Stamping: Enabled  
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:  
 Sharie Binger  
 10990 Wilshire Blvd  
 FL 5  
 Los Angeles, CA 90024  
 sbbinger@kbhome.com  
 IP Address: 165.225.216.162

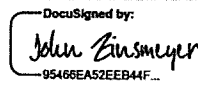
**Record Tracking**

Status: Original  
 5/9/2022 10:48:32 AM  
 Holder: Sharie Binger  
 sbbinger@kbhome.com  
 Location: DocuSign

**Signer Events**

John Zinsmeyer  
 jzinsmeyer@kbhome.com  
 Vice President  
 Security Level: Email, Account Authentication (None)

**Signature**



Signature Adoption: Pre-selected Style  
 Signed by link sent to jzinsmeyer@kbhome.com  
 Using IP Address: 162.203.169.16

**Timestamp**

Sent: 5/9/2022 10:49:10 AM  
 Viewed: 5/9/2022 1:53:44 PM  
 Signed: 5/9/2022 1:53:55 PM

**Electronic Record and Signature Disclosure:**

Accepted: 5/9/2022 1:53:44 PM  
 ID: 752fa83b-2788-48dd-a10f-677d4ff73172  
 Company Name: KB Home

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	5/9/2022 10:49:10 AM
Certified Delivered	Security Checked	5/9/2022 1:53:44 PM
Signing Complete	Security Checked	5/9/2022 1:53:55 PM
Completed	Security Checked	5/9/2022 1:53:55 PM

Payment Events	Status	Timestamps
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**Electronic Record and Signature Disclosure**

The parties to this document acknowledge and agree that they have voluntarily consented to using electronic signatures and/or initials and to thereby execute it through the DocuSign, Inc. electronic signing system (or any successor or similar system), and that their use of such electronic signatures and/or initials, however they may be implemented or affixed onto the document, is intended to, and does, establish a binding legal agreement between the parties in accordance with its terms, with the same validity, force and effect as handwritten/manual signatures or initials.



# APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: KB Homes Lone Star Inc.  FROM CONTRACTOR: Patin Construction LLC 3800 West 2nd Street, Taylor, Texas 76574	PROJECT:  2202- Villages of Northtown Sect. 2- Utilities Contract # 5448050  VIA ENGINEER: Cunningham-Allen	APPLICATION NO: <b>2202.07</b> 6/14/2022 to PERIOD TO: 6/27/2022  Distribution to: <input checked="" type="checkbox"/> Owner <input checked="" type="checkbox"/> Engineer <input type="checkbox"/> Contractor
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## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached

1 ORIGINAL CONTRACT SUM.....		\$ 1,138,956.25
2 Net change by Change Orders.....		\$ 12,900.00
3 CONTRACT SUM TO DATE (Line 1 ± 2).....		\$ 1,151,856.25
4 TOTAL COMPLETED & STORED TO DATE....		\$ 1,150,362.25
<b>5 RETAINAGE:</b>		
a. 10 % of Completed Work	\$ 115,036.23	
b. 0 % of Stored Material	\$ -	
Total Retainage (Line 5a + 5b).....		\$ 115,036.23
6 TOTAL EARNED LESS RETAINAGE..... (Line 4 less Line 5 Total)		\$ 1,035,326.03
7 LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate).....		\$ 1,001,621.03
8 CURRENT PAYMENT DUE.....		\$ 33,705.00
9 BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		\$ 116,530.23

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Northtown MUD  
*Scott J. Foster, P.E.* 9/15/22  
 By: Electronic Signature for Approvals Only Date: \_\_\_\_\_  
 Northtown MUD

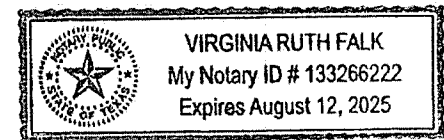
DESIGN ENGINEER:  
*[Signature]* Date: 06/27/2022  
 Cunningham-Allen

OWNER: DocuSigned by:  
*John Binsmeyer* 9/15/2022  
 By: 95466EA52EEB44E Date: \_\_\_\_\_  
 KB Homes Lone Star Inc.

CONTRACTOR:  
*[Signature]* Date: 6/22/2022  
 Patin Construction LLC

SUBSCRIBED AND SWORN TO-BEFORE ME this the day of 22 June 2022  
*Virginia Ruth Falk*  
 NOTARY PUBLIC, in and for the State of Texas  
 My Commission/Expires: 8-12-2025

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in	\$ -	\$ -
previous months by owner	\$ -	\$ -
Total approved this month	\$ 12,900.00	\$ -
<b>Totals</b>	<b>\$ 12,900.00</b>	<b>\$ -</b>
<small>NET CHANGES by Change Order</small>		



# PATIN CONSTRUCTION LLC

PROJECT:  
2202- Villages of Northtown Sect. 2- Uillilios

APPLICATION NO.: 2202.07  
APPLICATION DATE: 6/14/2022 to 6/27/2022  
PERIOD TO: 6/27/2022  
PROJECT NO.: 2202

A	B	C	D	E	F	G	H	I	J	K	L	M	N
Item No.	Description of Work	Scheduled Value	Quantity	UOM	Unit Cost	Units Previous Period	From Previous Application	Units This Period	This Period	Stored Materials	Total Complete & Stored	%	Balance to Finish
<b>Section 1: Wastewater</b>													
1-01	Standard Pre-cast Manhole w/Pre-cast Base, 4' Dia.	\$ 110,000.00	20	EA	\$5,500.00	20	\$ 110,000.00	0.00	\$ -	\$ -	\$ 110,000.00	100%	\$ -
1-02	Extra Depth of Manhole, 4' Dia.	\$ 20,500.00	41	VF	\$500.00	41	\$ 20,500.00	0.00	\$ -	\$ -	\$ 20,500.00	100%	\$ -
1-03	Pipe, 8" Dia. PVC (SDR-26)(0'-8' Depth)Type (all depths), including Excavation and Backfill	\$ 60,606.00	962	LF	\$63.00	962	\$ 60,606.00	0.00	\$ -	\$ -	\$ 60,606.00	100%	\$ -
1-04	Pipe, 8" Dia. PVC (SDR-26)(8'-10' Depth)Type (all depths), including Excavation and Backfill	\$ 14,874.00	222	LF	\$ 67.00	222	\$ 14,874.00	0.00	\$ -	\$ -	\$ 14,874.00	100%	\$ -
1-05	Pipe, 8" Dia. PVC (SDR-26)(10'-12' Depth)Type (all depths), including Excavation and Backfill	\$ 98,404.00	1348	LF	\$ 73.00	1348	\$ 98,404.00	0.00	\$ -	\$ -	\$ 98,404.00	100%	\$ -
1-06	Double Gravity Wastewater Service(Long)	\$ 39,600.00	18	EA	\$ 2,200.00	18	\$ 39,600.00	0.00	\$ -	\$ -	\$ 39,600.00	100%	\$ -
1-07	Double Gravity Wastewater Service(Short)	\$ 32,000.00	16	EA	\$ 2,000.00	16	\$ 32,000.00	0.00	\$ -	\$ -	\$ 32,000.00	100%	\$ -
1-08	Single Gravity Wastewater Service(Long)	\$ 9,000.00	5	EA	\$ 1,800.00	5	\$ 9,000.00	0.00	\$ -	\$ -	\$ 9,000.00	100%	\$ -
1-09	Single Gravity Wastewater Service(Short)	\$ 4,800.00	3	EA	\$ 1,600.00	3	\$ 4,800.00	0.00	\$ -	\$ -	\$ 4,800.00	100%	\$ -
1-10	Trench Excavation Safety Protective Systems (all depths)	\$ 4,680.00	1,560	LF	\$ 3.00	1560	\$ 4,680.00	0.00	\$ -	\$ -	\$ 4,680.00	100%	\$ -
1-11	Minor Manhole Height Adjustment, 4' Dia.	\$ 10,000.00	20	EA	\$ 500.00	0	\$ -	20.00	\$ 10,000.00	\$ -	\$ 10,000.00	100%	\$ -
1-12	16-Inch Steel Encasement	\$ 3,000.00	20	LF	\$ 150.00	20	\$ 3,000.00	0.00	\$ -	\$ -	\$ 3,000.00	100%	\$ -
1-13	Construction Staking	\$ 2,500.00	1	LS	\$ 2,500.00	1	\$ 2,500.00	0.00	\$ -	\$ -	\$ 2,500.00	100%	\$ -
1-14	Revegetation (Offsite WWL)	\$ 1,494.00	1494	SY	\$1.00	0	\$ -	0.00	\$ -	\$ -	\$ -	0%	\$ 1,494.00
	<b>SUBTOTAL</b>	<b>\$ 411,458.00</b>					<b>\$ 399,964.00</b>		<b>\$ 10,000.00</b>	<b>\$ -</b>	<b>\$ 409,964.00</b>		<b>\$ 1,494.00</b>
<b>Section 2: Water</b>													
2-01	Fire Hydrants (See Standard No. 511S-17) Adjustment	\$ 35,000.00	5	EA	\$ 7,000.00	5	\$ 35,000.00	0.00	\$ -	\$ -	\$ 35,000.00	100%	\$ -
2-02	Pipe, 8" Dia. C-900 PVC Type (all depths), including Excavation and Backfill and fittings	\$ 95,060.00	1358	LF	\$ 70.00	1358	\$ 95,060.00	0.00	\$ -	\$ -	\$ 95,060.00	100%	\$ -
2-03	Pipe, 12" Dia. C-900 PVC Type (all depths), including Excavation and Backfill and fittings	\$ 74,060.00	805	LF	\$ 92.00	805	\$ 74,060.00	0.00	\$ -	\$ -	\$ 74,060.00	100%	\$ -
2-04	8" Gate Valve	\$ 24,000.00	8	EA	\$ 3,000.00	8	\$ 24,000.00	0.00	\$ -	\$ -	\$ 24,000.00	100%	\$ -
2-05	12" Gate Valve	\$ 16,500.00	3	EA	\$ 5,500.00	3	\$ 16,500.00	0.00	\$ -	\$ -	\$ 16,500.00	100%	\$ -
2-06	Double Water Service (Long)	\$ 52,800.00	24	EA	\$ 2,200.00	24	\$ 52,800.00	0.00	\$ -	\$ -	\$ 52,800.00	100%	\$ -
2-07	Double Water Service (Short)	\$ 20,000.00	10	EA	\$ 2,000.00	10	\$ 20,000.00	0.00	\$ -	\$ -	\$ 20,000.00	100%	\$ -
2-08	Single Water Service (long)	\$ 5,400.00	3	EA	\$ 1,800.00	3	\$ 5,400.00	0.00	\$ -	\$ -	\$ 5,400.00	100%	\$ -
2-09	Single Water Service (Short)	\$ 8,000.00	5	EA	\$ 1,600.00	5	\$ 8,000.00	0.00	\$ -	\$ -	\$ 8,000.00	100%	\$ -
2-10	Air Release Valve	\$ 5,000.00	1	EA	\$ 5,000.00	0	\$ -	1.00	\$ 5,000.00	\$ -	\$ 5,000.00	100%	\$ -
2-11	2" Temporary Automatic Flushing Valve	\$ 5,000.00	1	EA	\$ 5,000.00	1	\$ 5,000.00	0.00	\$ -	\$ -	\$ 5,000.00	100%	\$ -
2-12	Adjust Valve Stem and Casing and Cover to Final Grade	\$ 1,750.00	7	EA	\$ 250.00	0	\$ -	7.00	\$ 1,750.00	\$ -	\$ 1,750.00	100%	\$ -
2-13	Trench Excavation Safety Protective Systems (all depths)	\$ 6,489.00	2163	LF	\$ 3.00	2163	\$ 6,489.00	0.00	\$ -	\$ -	\$ 6,489.00	100%	\$ -
2-14	Construction Staking	\$ 2,500.00	1	LS	\$ 2,500.00	1	\$ 2,500.00	0.00	\$ -	\$ -	\$ 2,500.00	100%	\$ -
	<b>SUBTOTAL</b>	<b>\$ 351,559.00</b>					<b>\$ 344,809.00</b>		<b>\$ 6,750.00</b>	<b>\$ -</b>	<b>\$ 351,559.00</b>		<b>\$ -</b>

# PATIN CONSTRUCTION LLC

PROJECT:  
2202- Villages of Northtown Sect. 2- Utilities

APPLICATION NO.: 2202.07  
APPLICATION DATE: 6/14/2022 to 6/27/2022  
PERIOD TO: 6/27/2022  
PROJECT NO.: 2202

A	B	C	D	E	F	G	H	I	J	K	L	M	N
Item No.	Description of Work	Scheduled Value	Quantity	UOM	Unit Cost	Units Previous Period	From Previous Application	Units This Period	This Period	Stored Materials	Total Complete. & Stored	%	Balance to Finish
<b>Section 3: Drainage</b>													
3-01	Pipe,18" Dia. RCP Type III (all depths), including Excavation and Backfill and Bends	\$ 22,260.00	318	LF	\$ 70.00	318	\$ 22,260.00	0.00	\$ -	\$ -	\$ 22,260.00	100%	\$ -
3-02	Pipe,24" Dia. RCP Type III (all depths), including Excavation and Backfill and Bends	\$ 24,075.00	321	LF	\$ 75.00	321	\$ 24,075.00	0.00	\$ -	\$ -	\$ 24,075.00	100%	\$ -
3-03	Pipe,30" Dia. RCP Type III (all depths), including Excavation and Backfill and Bends, watertight joints and connections	\$ 24,890.00	262	LF	\$ 95.00	262	\$ 24,890.00	0.00	\$ -	\$ -	\$ 24,890.00	100%	\$ -
3-04	Pipe,48" Dia. RCP Type III (all depths), including Excavation and Backfill and Bends, watertight joints and connections	\$ 70,735.00	301	LF	\$ 235.00	301	\$ 70,735.00	0.00	\$ -	\$ -	\$ 70,735.00	100%	\$ -
3-05	Trench Excavation Safety Protective Systems (all depths)	\$ 3,951.00	1,317	LF	\$ 3.00	1317	\$ 3,951.00	0.00	\$ -	\$ -	\$ 3,951.00	100%	\$ -
3-06	Standard Pre-cast Manhole w/Pre-cast Base, (all sizes unless listed seperately)	\$ 27,500.00	5	EA	\$ 5,500.00	5	\$ 27,500.00	0.00	\$ -	\$ -	\$ 27,500.00	100%	\$ -
3-07	Remove Plug and Connect to Existing Stormdrain	\$ 3,000.00	2	EA	\$ 1,500.00	2	\$ 3,000.00	0.00	\$ -	\$ -	\$ 3,000.00	100%	\$ -
3-08	Minor Manhole Height Adjustment, (all sizes unless listed seperately)	\$ 2,500.00	5	EA	\$ 500.00	0	\$ -	5.00	\$ 2,500.00	\$ -	\$ 2,500.00	100%	\$ -
3-09	10' Curb Inlet, Standard	\$ 65,000.00	13	EA	\$ 5,000.00	13	\$ 65,000.00	0.00	\$ -	\$ -	\$ 65,000.00	100%	\$ -
3-10	Construction Staking	\$ 2,500.00	1	LS	\$ 2,500.00	1	\$ 2,500.00	0.00	\$ -	\$ -	\$ 2,500.00	100%	\$ -
3-11	Pond Maintenance Road (Removal and Replacement)	\$ 4,000.00	200	SY	\$ 20.00	0	\$ -	200.00	\$ 4,000.00	\$ -	\$ 4,000.00	100%	\$ -
	<b>SUBTOTAL</b>	<b>\$ 250,411.00</b>					<b>\$ 243,911.00</b>		<b>\$ 6,500.00</b>	<b>\$ -</b>	<b>\$ 250,411.00</b>		<b>\$ -</b>
<b>Section 4: Erosion Controls</b>													
4-01	Silt Fence for Erosion Control	\$ 22,830.50	6,523	LF	\$ 3.50	6523	\$ 22,830.50	0.00	\$ -	\$ -	\$ 22,830.50	100%	\$ -
4-02	Filter Curb Inlet Protection (New Inlet)	\$ 1,300.00	13	EA	\$ 100.00	0	\$ -	13.00	\$ 1,300.00	\$ -	\$ 1,300.00	100%	\$ -
4-03	Stabilized Construction Entrance	\$ 3,000.00	2	EA	\$ 1,500.00	2	\$ 3,000.00	0.00	\$ -	\$ -	\$ 3,000.00	100%	\$ -
	<b>SUBTOTAL</b>	<b>\$ 27,130.50</b>					<b>\$ 25,830.50</b>		<b>\$ 1,300.00</b>	<b>\$ -</b>	<b>\$ 27,130.50</b>		<b>\$ -</b>
<b>Section 5: Right of Way Preparation</b>													
5-01	Preparing ROW	\$ 14,908.75	11,927	SY	\$ 1.25	11927	\$ 14,908.75	0.00	\$ -	\$ -	\$ 14,908.75	100%	\$ -
5-02	Street Excavation/Embankment (ROW to ROW)	\$ 83,489.00	11,927	SY	\$ 7.00	11927	\$ 83,489.00	0.00	\$ -	\$ -	\$ 83,489.00	100%	\$ -
	<b>SUBTOTAL</b>	<b>\$ 98,397.75</b>					<b>\$ 98,397.75</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ 98,397.75</b>		<b>\$ -</b>
<b>Section 6: Change Order #1</b>													
6-01	Sawcut Existing Junction Box Top- Includes haul off of waste	\$ 6,500.00	2	EA	\$ 3,250.00	0	\$ -	2.00	\$ 6,500.00	\$ -	\$ 6,500.00	100%	\$ -
6-02	Pour New Junction Box Top, Includes reinforcing	\$ 6,400.00	2	EA	\$ 3,200.00	0	\$ -	2.00	\$ 6,400.00	\$ -	\$ 6,400.00	100%	\$ -
	<b>SUBTOTAL</b>	<b>\$ 12,900.00</b>					<b>\$ -</b>	<b>2.00</b>	<b>\$ 12,900.00</b>	<b>\$ -</b>	<b>\$ 12,900.00</b>		<b>\$ -</b>
<b>PROJECT TOTAL</b>		<b>\$ 1,151,856.25</b>					<b>\$ 1,112,912.25</b>		<b>\$ 37,450.00</b>	<b>\$ -</b>	<b>\$ 1,150,362.25</b>	<b>99.87%</b>	<b>\$ 1,494.00</b>

**SECTION H  
CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT**

Project: Villages of Northtown II-Utilities

Job No. 2202

On receipt by the signer of this document of a check from KB Home Lone Star Inc. in the sum of \$33,705.00 payable to Patin Construction LLC, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of KB Home Lone Star Inc., located at:

Austin, Texas to the following extent:  
Villages of Northtown II-Utilities (job description).

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to KB Home Lone Star Inc., as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

Date 6/22/2022

Patin Construction (Company name)

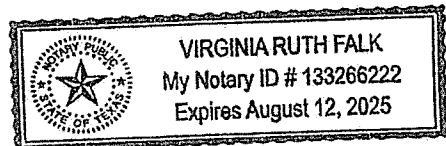
By [Signature] (Signature)

Project Manager (Title)"

SUBSCRIBED AND SWORN TO BEFORE ME this the 22 day of June, 2022.

Virginia Ruth Falk  
NOTARY PUBLIC, in and for the State of Texas

My Commission Expires: 8-12-2025



NOTICE

This document waives rights unconditionally and states that you have been paid for giving up those rights. It is prohibited for a person to require you to sign this document if you have not been paid the payment amount set forth below.

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project Villages of Northtown II-Utilities

Job No. 2202

The signer of this document has been paid and has received a progress payment in the sum of \$ 18,459.00 for all labor, services, equipment, or materials furnished to the property or to Patin Construction LLC (person with whom signer contracted) on the property of KB Home Lone Inc. (owner) located at Austin, Texas (location) to the following extent: Villages of Northtown II-Utilities (job description). The signer therefore waives and releases any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the above referenced project to the following extent:

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to Patin Construction LLC (person with whom signer contracted) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

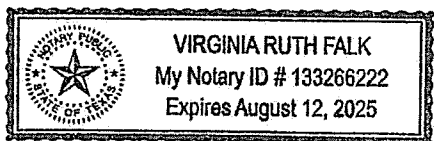
Date 6/22/2022

By: *[Signature]*

Project Manager – Patin Construction

SWORN TO AND SUBSCRIBED BEFORE ME on this 22 day of June, 2022.

Notary Public Signature



*Virginia Ruth Falk*

**Certificate Of Completion**

Envelope Id: 3B267A5067EA402A85294D5A4EEF6BDC  
 Subject: Please DocuSign: VNT2 UTILITIES pay app 7.pdf  
 Source Envelope:  
 Document Pages: 5  
 Certificate Pages: 2  
 AutoNav: Enabled  
 Envelope Stamping: Enabled  
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed  
 Envelope Originator:  
 Sharie Binger  
 10990 Wilshire Blvd  
 FL 5  
 Los Angeles, CA 90024  
 sbbinger@kbhome.com  
 IP Address: 165.225.34.104

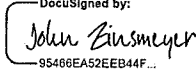
**Record Tracking**

Status: Original  
 9/12/2022 11:01:17 AM  
 Holder: Sharie Binger  
 sbbinger@kbhome.com  
 Location: DocuSign

**Signer Events**

John Zinsmeyer  
 jzinsmeyer@kbhome.com  
 Vice President  
 Security Level: Email, Account Authentication (None)

**Signature**

DocuSigned by:  
  
 95466EA52EEB44F...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 165.225.34.165

**Timestamp**

Sent: 9/12/2022 11:01:55 AM  
 Resent: 9/15/2022 7:55:55 AM  
 Viewed: 9/15/2022 7:57:17 AM  
 Signed: 9/15/2022 7:57:33 AM

**Electronic Record and Signature Disclosure:**

Accepted: 9/15/2022 7:57:17 AM  
 ID: 7f1bb229-9ab5-4278-b83f-381ca153a455  
 Company Name: KB Home

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/12/2022 11:01:55 AM
Certified Delivered	Security Checked	9/15/2022 7:57:17 AM
Signing Complete	Security Checked	9/15/2022 7:57:33 AM
Completed	Security Checked	9/15/2022 7:57:33 AM

**Payment Events**      **Status**      **Timestamps**

**Electronic Record and Signature Disclosure**

The parties to this document acknowledge and agree that they have voluntarily consented to using electronic signatures and/or initials and to thereby execute it through the DocuSign, Inc. electronic signing system (or any successor or similar system), and that their use of such electronic signatures and/or initials, however they may be implemented or affixed onto the document, is intended to, and does, establish a binding legal agreement between the parties in accordance with its terms, with the same validity, force and effect as handwritten/manual signatures or initials.



# APPLICATION AND CERTIFICATE FOR PAYMENT

<b>TO OWNER:</b> KB Homes Lone Star Inc.  <b>FROM CONTRACTOR:</b> Patin Construction LLC 3800 West 2nd Street, Taylor, Texas 76574	<b>PROJECT:</b> 2202- Villages of Northtown Sect. 2- Utilities Contract # 5448050  <b>VIA ENGINEER:</b> Cunningham-Allen	<b>APPLICATION NO:</b> 2202.08 6/28/2022 to <b>PERIOD TO:</b> 7/25/2022  <b>Distribution to:</b> <table border="1" style="border-collapse: collapse;"> <tr> <td style="width:20px; text-align: center;"><input checked="" type="checkbox"/></td> <td>Owner</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td>Engineer</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td>Contractor</td> </tr> </table>	<input checked="" type="checkbox"/>	Owner	<input checked="" type="checkbox"/>	Engineer	<input type="checkbox"/>	Contractor
<input checked="" type="checkbox"/>	Owner							
<input checked="" type="checkbox"/>	Engineer							
<input type="checkbox"/>	Contractor							

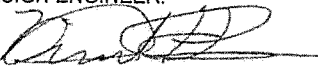
## CONTRACTOR'S APPLICATION FOR PAYMENT


Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached

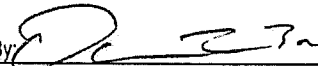
1 ORIGINAL CONTRACT SUM.....		\$ 1,138,956.25
2 Net change by Change Orders.....		\$ 12,900.00
3 CONTRACT SUM TO DATE (Line 1 ± 2).....		\$ 1,151,856.25
4 TOTAL COMPLETED & STORED TO DATE....		\$ 1,151,856.25
<b>5 RETAINAGE:</b>		
a. 10 % of Completed Work	\$ 115,185.63	
b. 0 % of Stored Material	\$ -	
Total Retainage (Line 5a + 5b).....		\$ 115,185.63
6 TOTAL EARNED LESS RETAINAGE..... (Line 4 less Line 5 Total)		\$ 1,036,670.63
7 LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate).....		\$ 1,035,326.03
8 CURRENT PAYMENT DUE.....		\$ 1,344.59
9 BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 115,185.63	

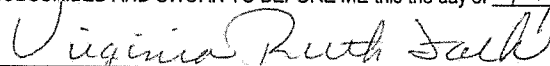
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Northtown MUD  
*Scott J. Foster, P.E.*  
 By: Electronic Signature for Approvals Only Date: 9/15/22  
 Northtown MUD

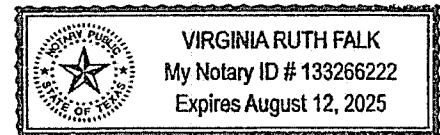
DESIGN ENGINEER:  
  
 By: \_\_\_\_\_ Date: 07/21/2022  
 Cunningham-Allen

OWNER: DocuSigned by:  
  
 By: \_\_\_\_\_ Date: 7/25/2022  
95400EA92EEB44F...  
 KB Homes Lone Star Inc.

CONTRACTOR:  
  
 By: \_\_\_\_\_ Date: 7/19/2022  
 Patin Construction LLC

SUBSCRIBED AND SWORN TO BEFORE ME this the day of 19/7/2022  
  
 NOTARY PUBLIC, in and for the State of Texas  
 My Commission Expires: 8-12-2025

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in	\$ -	\$ -
previous months by owner	\$ -	\$ -
Total approved this month	\$ 12,900.00	\$ -
<b>Totals</b>	<b>\$ 12,900.00</b>	<b>\$ -</b>
<small>NET CHANGES by Change Order</small>		



# PATIN CONSTRUCTION LLC

PROJECT:  
2202- Villages of Northtown Sect. 2- Utilities

220208%  
6/28/2022 to 7/11/2022  
APPLICATION NO.: 2202.08  
APPLICATION DATE:  
6/28/2022 to  
PERIOD TO: 7/25/2022  
PROJECT NO.: 2202

A	B	C	D	E	F	G	H	I	J	K	L	M	N
Item No.	Description of Work	Scheduled Value	Quantity	UOM	Unit Cost	Units Previous Period	From Previous Application	Units This Period	This Period	Stored Materials	Total Complete & Stored	%	Balance to Finish
<b>Section 1: Wastewater</b>													
1-01	Standard Pre-cast Manhole w/Pre-cast Base, 4' Dia.	\$ 110,000.00	20	EA	\$5,500.00	20	\$ 110,000.00	0.00	\$ -	\$ -	\$ 110,000.00	100%	\$ -
1-02	Extra Depth of Manhole, 4' Dia.	\$ 20,500.00	41	VF	\$500.00	41	\$ 20,500.00	0.00	\$ -	\$ -	\$ 20,500.00	100%	\$ -
1-03	Pipe, 8" Dia. PVC (SDR-26)(0'-8' Depth)Type (all depths), including Excavation and Backfill	\$ 60,606.00	962	LF	\$63.00	962	\$ 60,606.00	0.00	\$ -	\$ -	\$ 60,606.00	100%	\$ -
1-04	Pipe, 8" Dia. PVC (SDR-26)(8'-10' Depth)Type (all depths), including Excavation and Backfill	\$ 14,874.00	222	LF	\$ 67.00	222	\$ 14,874.00	0.00	\$ -	\$ -	\$ 14,874.00	100%	\$ -
1-05	Pipe, 8" Dia. PVC (SDR-26)(10'-12' Depth)Type (all depths), including Excavation and Backfill	\$ 98,404.00	1348	LF	\$ 73.00	1348	\$ 98,404.00	0.00	\$ -	\$ -	\$ 98,404.00	100%	\$ -
1-06	Double Gravity Wastewater Service(Long)	\$ 39,600.00	18	EA	\$ 2,200.00	18	\$ 39,600.00	0.00	\$ -	\$ -	\$ 39,600.00	100%	\$ -
1-07	Double Gravity Wastewater Service(Short)	\$ 32,000.00	16	EA	\$ 2,000.00	16	\$ 32,000.00	0.00	\$ -	\$ -	\$ 32,000.00	100%	\$ -
1-08	Single Gravity Wastewater Service(Long)	\$ 9,000.00	5	EA	\$ 1,800.00	5	\$ 9,000.00	0.00	\$ -	\$ -	\$ 9,000.00	100%	\$ -
1-09	Single Gravity Wastewater Service(Short)	\$ 4,800.00	3	EA	\$ 1,600.00	3	\$ 4,800.00	0.00	\$ -	\$ -	\$ 4,800.00	100%	\$ -
1-10	Trench Excavation Safety Protective Systems (all depths)	\$ 4,680.00	1,560	LF	\$ 3.00	1560	\$ 4,680.00	0.00	\$ -	\$ -	\$ 4,680.00	100%	\$ -
1-11	Minor Manhole Height Adjustment, 4' Dia.	\$ 10,000.00	20	EA	\$ 500.00	20	\$ 10,000.00	0.00	\$ -	\$ -	\$ 10,000.00	100%	\$ -
1-12	16-Inch Steel Encasement	\$ 3,000.00	20	LF	\$ 150.00	20	\$ 3,000.00	0.00	\$ -	\$ -	\$ 3,000.00	100%	\$ -
1-13	Construction Staking	\$ 2,500.00	1	LS	\$ 2,500.00	1	\$ 2,500.00	0.00	\$ -	\$ -	\$ 2,500.00	100%	\$ -
1-14	Revegetation (Offsite WWL)	\$ 1,494.00	1494	SY	\$1.00	0	\$ -	1494.00	\$ 1,494.00	\$ -	\$ 1,494.00	100%	\$ -
	<b>SUBTOTAL</b>	<b>\$ 411,458.00</b>					<b>\$ 409,964.00</b>		<b>\$ 1,494.00</b>	<b>\$ -</b>	<b>\$ 411,458.00</b>		<b>\$ -</b>
<b>Section 2: Water</b>													
2-01	Fire Hydrants (See Standard No. 511S-17) Adjustment	\$ 35,000.00	5	EA	\$ 7,000.00	5	\$ 35,000.00	0.00	\$ -	\$ -	\$ 35,000.00	100%	\$ -
2-02	Pipe, 8" Dia. C-900 PVC Type (all depths), including Excavation and Backfill and fittings	\$ 95,060.00	1358	LF	\$ 70.00	1358	\$ 95,060.00	0.00	\$ -	\$ -	\$ 95,060.00	100%	\$ -
2-03	Pipe, 12" Dia. C-900 PVC Type (all depths), including Excavation and Backfill and fittings	\$ 74,060.00	805	LF	\$ 92.00	805	\$ 74,060.00	0.00	\$ -	\$ -	\$ 74,060.00	100%	\$ -
2-04	8" Gate Valve	\$ 24,000.00	8	EA	\$ 3,000.00	8	\$ 24,000.00	0.00	\$ -	\$ -	\$ 24,000.00	100%	\$ -
2-05	12" Gate Valve	\$ 16,500.00	3	EA	\$ 5,500.00	3	\$ 16,500.00	0.00	\$ -	\$ -	\$ 16,500.00	100%	\$ -
2-06	Double Water Service (Long)	\$ 52,800.00	24	EA	\$ 2,200.00	24	\$ 52,800.00	0.00	\$ -	\$ -	\$ 52,800.00	100%	\$ -
2-07	Double Water Service (Short)	\$ 20,000.00	10	EA	\$ 2,000.00	10	\$ 20,000.00	0.00	\$ -	\$ -	\$ 20,000.00	100%	\$ -
2-08	Single Water Service (long)	\$ 5,400.00	3	EA	\$ 1,800.00	3	\$ 5,400.00	0.00	\$ -	\$ -	\$ 5,400.00	100%	\$ -
2-09	Single Water Service (Short)	\$ 8,000.00	5	EA	\$ 1,600.00	5	\$ 8,000.00	0.00	\$ -	\$ -	\$ 8,000.00	100%	\$ -
2-10	Air Release Valve	\$ 5,000.00	1	EA	\$ 5,000.00	1	\$ 5,000.00	0.00	\$ -	\$ -	\$ 5,000.00	100%	\$ -
2-11	2" Temporary Automatic Flushing Valve	\$ 5,000.00	1	EA	\$ 5,000.00	1	\$ 5,000.00	0.00	\$ -	\$ -	\$ 5,000.00	100%	\$ -
2-12	Adjust Valve Stem and Casing and Cover to Final Grade	\$ 1,750.00	7	EA	\$ 250.00	7	\$ 1,750.00	0.00	\$ -	\$ -	\$ 1,750.00	100%	\$ -
2-13	Trench Excavation Safety Protective Systems (all depths)	\$ 6,489.00	2163	LF	\$ 3.00	2163	\$ 6,489.00	0.00	\$ -	\$ -	\$ 6,489.00	100%	\$ -
2-14	Construction Staking	\$ 2,500.00	1	LS	\$ 2,500.00	1	\$ 2,500.00	0.00	\$ -	\$ -	\$ 2,500.00	100%	\$ -
	<b>SUBTOTAL</b>	<b>\$ 351,559.00</b>					<b>\$ 351,559.00</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ 351,559.00</b>		<b>\$ -</b>

**PATIN CONSTRUCTION LLC**

PROJECT:  
2202- Villages of Northtown Sect. 2- Ufillios

220208%  
6/28/2022 to 7/11/2022  
APPLICATION NO.: 2202.08  
APPLICATION DATE:  
8/28/2022 to 7/25/2022  
PERIOD TO:  
PROJECT NO.: 2202

A	B	C	D	E	F	G	H	I	J	K	L	M	N
Item No.	Description of Work	Scheduled Value	Quantity	UOM	Unit Cost	Units Previous Period	From Previous Application	Units This Period	This Period	Stored Materials	Total Complete. & Stored	%	Balance to Finish
<b>Section 3: Drainage</b>													
3-01	Pipe,18" Dia. RCP Type III (all depths), including Excavation and Backfill and Bends	\$ 22,260.00	318	LF	\$ 70.00	318	\$ 22,260.00	0.00	\$ -	\$ -	\$ 22,260.00	100%	\$ -
3-02	Pipe,24" Dia. RCP Type III (all depths), including Excavation and Backfill and Bends	\$ 24,075.00	321	LF	\$ 75.00	321	\$ 24,075.00	0.00	\$ -	\$ -	\$ 24,075.00	100%	\$ -
3-03	Pipe,30" Dia. RCP Type III (all depths), including Excavation and Backfill and Bends, watertight joints and connections	\$ 24,890.00	262	LF	\$ 95.00	262	\$ 24,890.00	0.00	\$ -	\$ -	\$ 24,890.00	100%	\$ -
3-04	Pipe,48" Dia. RCP Type III (all depths), including Excavation and Backfill and Bends, watertight joints and connections	\$ 70,735.00	301	LF	\$ 235.00	301	\$ 70,735.00	0.00	\$ -	\$ -	\$ 70,735.00	100%	\$ -
3-05	Trench Excavation Safety Protective Systems (all depths)	\$ 3,951.00	1,317	LF	\$ 3.00	1317	\$ 3,951.00	0.00	\$ -	\$ -	\$ 3,951.00	100%	\$ -
3-06	Standard Pre-cast Manhole w/Pre-cast Base, (all sizes unless listed seperately)	\$ 27,500.00	5	EA	\$ 5,500.00	5	\$ 27,500.00	0.00	\$ -	\$ -	\$ 27,500.00	100%	\$ -
3-07	Remove Plug and Connect to Existing Stormdrain	\$ 3,000.00	2	EA	\$ 1,500.00	2	\$ 3,000.00	0.00	\$ -	\$ -	\$ 3,000.00	100%	\$ -
3-08	Minor Manhole Height Adjustment, (all sizes unless listed seperately)	\$ 2,500.00	5	EA	\$ 500.00	5	\$ 2,500.00	0.00	\$ -	\$ -	\$ 2,500.00	100%	\$ -
3-09	10' Curb Inlet, Standard	\$ 65,000.00	13	EA	\$ 5,000.00	13	\$ 65,000.00	0.00	\$ -	\$ -	\$ 65,000.00	100%	\$ -
3-10	Construction Staking	\$ 2,500.00	1	LS	\$ 2,500.00	1	\$ 2,500.00	0.00	\$ -	\$ -	\$ 2,500.00	100%	\$ -
3-11	Pond Maintenance Road (Removal and Replacement)	\$ 4,000.00	200	SY	\$ 20.00	200	\$ 4,000.00	0.00	\$ -	\$ -	\$ 4,000.00	100%	\$ -
	<b>SUBTOTAL</b>	<b>\$ 250,411.00</b>					<b>\$ 250,411.00</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ 250,411.00</b>		<b>\$ -</b>
<b>Section 4: Erosion Controls</b>													
4-01	Silt Fence for Erosion Control	\$ 22,830.50	6,523	LF	\$ 3.50	6523	\$ 22,830.50	0.00	\$ -	\$ -	\$ 22,830.50	100%	\$ -
4-02	Filter Curb Inlet Protection (New Inlet)	\$ 1,300.00	13	EA	\$ 100.00	13	\$ 1,300.00	0.00	\$ -	\$ -	\$ 1,300.00	100%	\$ -
4-03	Stabilized Construction Entrance	\$ 3,000.00	2	EA	\$ 1,500.00	2	\$ 3,000.00	0.00	\$ -	\$ -	\$ 3,000.00	100%	\$ -
	<b>SUBTOTAL</b>	<b>\$ 27,130.50</b>					<b>\$ 27,130.50</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ 27,130.50</b>		<b>\$ -</b>
<b>Section 5: Right of Way Preparation</b>													
5-01	Preparing ROW	\$ 14,908.75	11,927	SY	\$ 1.25	11927	\$ 14,908.75	0.00	\$ -	\$ -	\$ 14,908.75	100%	\$ -
5-02	Street Excavation/Embankment (ROW to ROW)	\$ 83,489.00	11,927	SY	\$ 7.00	11927	\$ 83,489.00	0.00	\$ -	\$ -	\$ 83,489.00	100%	\$ -
	<b>SUBTOTAL</b>	<b>\$ 98,397.75</b>					<b>\$ 98,397.75</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ 98,397.75</b>		<b>\$ -</b>
<b>Section 6: Change Order #1</b>													
6-01	Sawcut Existing Junction Box Top- Includes haul off of waste	\$ 6,500.00	2	EA	\$ 3,250.00	2	\$ 6,500.00	0.00	\$ -	\$ -	\$ 6,500.00	100%	\$ -
6-02	Pour New Junction Box Top, Includes reinforcing	\$ 6,400.00	2	EA	\$ 3,200.00	2	\$ 6,400.00	0.00	\$ -	\$ -	\$ 6,400.00	100%	\$ -
	<b>SUBTOTAL</b>	<b>\$ 12,900.00</b>					<b>\$ 12,900.00</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ 12,900.00</b>		<b>\$ -</b>
<b>PROJECT TOTAL</b>		<b>\$ 1,151,856.25</b>					<b>\$ 1,150,362.25</b>		<b>\$ 1,494.00</b>	<b>\$ -</b>	<b>\$ 1,151,856.25</b>	<b>100.00%</b>	<b>\$ -</b>

**SECTION H**  
**CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT**

Project: Villages of Northtown II-Utilities

Job No. 2202

On receipt by the signer of this document of a check from KB Home Lone Star Inc. in the sum of 1,344.59 payable to Patin Construction LLC, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of KB Home Lone Star Inc., located at:

Austin, Texas to the following extent:  
Villages of Northtown II-Utilities (job description).

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to KB Home Lone Star Inc., as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

Date 7/20/2022

Patin Construction (Company name)

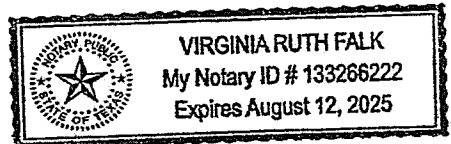
By [Signature] (Signature)

Project Manager (Title)"

SUBSCRIBED AND SWORN TO BEFORE ME this the 19 day of June, 2022.

Virginia Ruth Falk  
NOTARY PUBLIC, in and for the State of Texas

My Commission Expires: 8-12-2025



NOTICE

This document waives rights unconditionally and states that you have been paid for giving up those rights. It is prohibited for a person to require you to sign this document if you have not been paid the payment amount set forth below.

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project Villages of Northtown II-Utilities

Job No. 2202

The signer of this document has been paid and has received a progress payment in the sum of \$ 33,705.00 for all labor, services, equipment, or materials furnished to the property or to Patin Construction LLC (person with whom signer contracted) on the property of KB Home Lone Inc. (owner) located at Austin, Texas (location) to the following extent: Villages of Northtown II-Utilities (job description). The signer therefore waives and releases any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the above referenced project to the following extent:

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to Patin Construction LLC (person with whom signer contracted) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

Date 7/20/2022

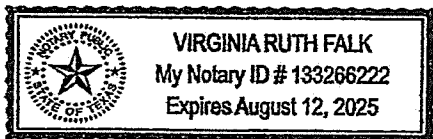
By: [Signature]

Project Manager – Patin Construction

SWORN TO AND SUBSCRIBED BEFORE ME on this 19 day of June, 2022.

Notary Public Signature

Virginia Ruth Falk







**PATIN CONSTRUCTION LLC**

PROJECT:  
2202- Villages of Northtown Sect. 2- Utilities

6/28/2022 to 7/11/2022  
APPLICATION NO.: 2202.09 RET  
APPLICATION DATE:  
6/28/2022 to  
7/25/2022  
PERIOD TO:  
PROJECT NO.: 2202

A	B	C	D	E	F	G	H	I	J	K	L	M	N
Item No.	Description of Work	Scheduled Value	Quantity	UOM	Unit Cost	Units Previous Period	From Previous Application	Units This Period	This Period	Stored Materials	Total Complete & Stored	%	Balance to Finish
<b>Section 3: Drainage</b>													
3-01	Pipe,18" Dia. RCP Type III (all depths), including Excavation and Backfill and Bends	\$ 22,260.00	318	LF	\$ 70.00	318	\$ 22,260.00	0.00	\$ -	\$ -	\$ 22,260.00	100%	\$ -
3-02	Pipe,24" Dia. RCP Type III (all depths), including Excavation and Backfill and Bends	\$ 24,075.00	321	LF	\$ 75.00	321	\$ 24,075.00	0.00	\$ -	\$ -	\$ 24,075.00	100%	\$ -
3-03	Pipe,30" Dia. RCP Type III (all depths), including Excavation and Backfill and Bends, watertight joints and connections	\$ 24,890.00	262	LF	\$ 95.00	262	\$ 24,890.00	0.00	\$ -	\$ -	\$ 24,890.00	100%	\$ -
3-04	Pipe,48" Dia. RCP Type III (all depths), including Excavation and Backfill and Bends, watertight joints and connections	\$ 70,735.00	301	LF	\$ 235.00	301	\$ 70,735.00	0.00	\$ -	\$ -	\$ 70,735.00	100%	\$ -
3-05	Trench Excavation Safety Protective Systems (all depths)	\$ 3,951.00	1,317	LF	\$ 3.00	1317	\$ 3,951.00	0.00	\$ -	\$ -	\$ 3,951.00	100%	\$ -
3-06	Standard Pre-cast Manhole w/Pre-cast Base, (all sizes unless listed seperately)	\$ 27,500.00	5	EA	\$ 5,500.00	5	\$ 27,500.00	0.00	\$ -	\$ -	\$ 27,500.00	100%	\$ -
3-07	Remove Plug and Connect to Existing Stormdrain	\$ 3,000.00	2	EA	\$ 1,500.00	2	\$ 3,000.00	0.00	\$ -	\$ -	\$ 3,000.00	100%	\$ -
3-08	Minor Manhole Height Adjustment, (all sizes unless listed seperately)	\$ 2,500.00	5	EA	\$ 500.00	5	\$ 2,500.00	0.00	\$ -	\$ -	\$ 2,500.00	100%	\$ -
3-09	10' Curb Inlet, Standard	\$ 65,000.00	13	EA	\$ 5,000.00	13	\$ 65,000.00	0.00	\$ -	\$ -	\$ 65,000.00	100%	\$ -
3-10	Construction Staking	\$ 2,500.00	1	LS	\$ 2,500.00	1	\$ 2,500.00	0.00	\$ -	\$ -	\$ 2,500.00	100%	\$ -
3-11	Pond Maintenance Road (Removal and Replacement)	\$ 4,000.00	200	SY	\$ 20.00	200	\$ 4,000.00	0.00	\$ -	\$ -	\$ 4,000.00	100%	\$ -
	<b>SUBTOTAL</b>	<b>\$ 250,411.00</b>					<b>\$ 250,411.00</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ 250,411.00</b>		<b>\$ -</b>
<b>Section 4: Erosion Controls</b>													
4-01	Silt Fence for Erosion Control	\$ 22,830.50	6,523	LF	\$ 3.50	6523	\$ 22,830.50	0.00	\$ -	\$ -	\$ 22,830.50	100%	\$ -
4-02	Filter Curb Inlet Protection (New Inlet)	\$ 1,300.00	13	EA	\$ 100.00	13	\$ 1,300.00	0.00	\$ -	\$ -	\$ 1,300.00	100%	\$ -
4-03	Stablized Construction Entrance	\$ 3,000.00	2	EA	\$ 1,500.00	2	\$ 3,000.00	0.00	\$ -	\$ -	\$ 3,000.00	100%	\$ -
	<b>SUBTOTAL</b>	<b>\$ 27,130.50</b>					<b>\$ 27,130.50</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ 27,130.50</b>		<b>\$ -</b>
<b>Section 5: Right of Way Preparation</b>													
5-01	Preparing ROW	\$ 14,908.75	11,927	SY	\$ 1.25	11927	\$ 14,908.75	0.00	\$ -	\$ -	\$ 14,908.75	100%	\$ -
5-02	Street Excavation/Embankment (ROW to ROW)	\$ 83,489.00	11,927	SY	\$ 7.00	11927	\$ 83,489.00	0.00	\$ -	\$ -	\$ 83,489.00	100%	\$ -
	<b>SUBTOTAL</b>	<b>\$ 98,397.75</b>					<b>\$ 98,397.75</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ 98,397.75</b>		<b>\$ -</b>
<b>Section 6: Change Order #1</b>													
6-01	Sawcut Existing Junction Box Top- includes haul off of waste	\$ 6,500.00	2	EA	\$ 3,250.00	2	\$ 6,500.00	0.00	\$ -	\$ -	\$ 6,500.00	100%	\$ -
6-02	Pour New Junction Box Top, includes reinforcing	\$ 6,400.00	2	EA	\$ 3,200.00	2	\$ 6,400.00	0.00	\$ -	\$ -	\$ 6,400.00	100%	\$ -
	<b>SUBTOTAL</b>	<b>\$ 12,900.00</b>					<b>\$ 12,900.00</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ 12,900.00</b>		<b>\$ -</b>
<b>PROJECT TOTAL</b>		<b>\$ 1,151,856.25</b>					<b>\$ 1,151,856.25</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,151,856.25</b>	<b>100.00%</b>	<b>\$ -</b>

The parties to this document acknowledge and agree that they have voluntarily consented to using electronic signatures and/or initials and to thereby execute it through the DocuSign, Inc. electronic signing system (or any successor or similar system), and that their use of such electronic signatures and/or initials, however they may be implemented or affixed onto the document, is intended to, and does, establish a binding legal agreement between the parties in accordance with its terms, with the same validity, force and effect as handwritten/manual signatures or initials.



FINAL BILLS PAID AFFIDAVIT  
AND WAIVER OF LIEN

STATE OF TEXAS  
COUNTY OF TRAVIS

Date: 9/6/2022

Owner: KB Home Lone Star Inc

Contractor/Material  
Provider ("Affiant"): Patin Construction LLC

Project: Villages of Northtown Section 2 Phases 1 & 2

This is to acknowledge and certify that Affiant has completed the construction of all improvements for the project noted above and that they have been paid in full for all labor and material provided to the above-noted construction project, except for retainage and acknowledge and certify that Affiant, and all of his or its agents, employees, successors, assigns, subsidiaries, and legal representatives will and do release and waive all Mechanic's liens, or similar lien rights, which have or might arise as a result of the Affiant's or Affiant's agents' or employees' providing labor and materials to the above-noted project pursuant to the Contract.

In addition to the foregoing, Affiant acknowledges and certifies that Affiant has paid all laborers, subcontractors, materialmen, and all other persons or parties who have provided labor or materials through, for, or on behalf of the Affiant to the above-noted construction project pending City acceptance and subsequent retainage payment KB Homes Lone Star Inc.

Affiant indemnifies and holds Owner harmless from any liens, debts or obligations which arise as a result of labor or materials provided by or through Affiant to the project through the date set out above. Affiant further indemnifies and holds harmless all real property on which the improvements were constructed and all interests in such property, including leasehold interests, from any liens, debts, or obligations arising from any labor or materials provided by or through Affiant to the project through the date set out above.

SUBSCRIBED AND SWORN TO BY Affiant on this 6 day of Sept 2022

AFFIANT:

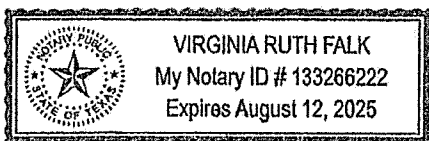
Signature:

Typed Name:

Tim Patin

Title:

President



Initialed: \_\_\_\_\_

STATE OF TEXAS

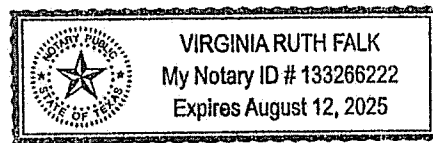
COUNTY: Travis

BEFORE ME the undersigned authority on this day personally appears known to me to be the person noted above, and acknowledged to me the following: that he/she executed the foregoing for the purpose and consideration therein expressed, in the capacity therein stated, and as the duly authorized act and deed of the party releasing and waiving the lien therein; and that every statement therein is within his/her knowledge and is true and correct.

SUBSCRIBED AND SWORN TO BEFORE ME this the 6 day of Sept., 2022.

Virginia Ruth Falk  
NOTARY PUBLIC, in and for the State of Texas

My Commission Expires: 8-12-2025



Initialed: \_\_\_\_\_

# **Northtown Municipal Utility District**

## **Accounting Report**

**September 27, 2022**

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- Review Cash Activity Report, including Receipts and Expenditures.
  - ☑ Action Items:
    - Approval of director and vendor payments.
    - Approval of fund transfers.
- Review August 31, 2022 Financial Statements.

**AGENDA ITEM # 11**



## Cash Activity Reports

**Northtown Municipal Utility District  
Cash Activity Report - ABC Bank Operating Account  
August 31, 2022 - September 27, 2022**

			General Fund Operating Account
<b>Cash Balance - August 31, 2022</b>			<b>28,812.10</b>
<b>Subsequent Activity</b>			<b>425.00</b>
Cash Receipts	Facility Rental		<u>425.00</u>
		<b>Total Subsequent Activity</b>	<u>425.00</u>
<b>Projected Balance as of September 27, 2022</b>			<b>\$ 29,237.10</b>

**Northtown Municipal Utility District**  
**Cash Activity Report - ABC Bank Manager's Account**  
**July 31, 2022 - September 27, 2022**

		<b>General Fund Manager's Account</b>
<b>Cash Balance - July 31, 2022</b>		<b>\$ 334,196.34</b>
<b>Subsequent Activity</b>		<b>(42,815.32)</b>
Transfers approved at the August 23, 2022 Meeting		496,899.03
Expenditures Approved at the August 23, 2022 Meeting (Cks #10534 - 10567)		(502,513.13)
Payroll Expenses		(29,540.65)
Roy Lee Hill	10568	Reimburse Internet/Supplies (195.64)
Atmos Energy	10569	Utilities - August 2022 (93.66)
City of Austin	10570	Utilities - August 2022 (1,625.77)
Optimum	10571	Internet - August 2022 (426.97)
TML Health	10572	Employee Benefits - September 2022 (2,911.90)
TXU Energy	10573	Utilities - August 2022 (2,406.63)
<b>Total Subsequent Activity</b>		<b>(42,815.32)</b>
<b>Cash Balance - August 31, 2022</b>		<b>\$ 291,381.02</b>
<b>Subsequent Expenditures</b>		<b>(31,113.70)</b>
Payroll Expenses		Payroll and Payroll Taxes (25,813.24)
Child Support Services Division	10574	Child Support (121.38)
Child Support Services Division	10575	Child Support (121.38)
AT&T	10576	Telephone - August (1,571.99)
AT&T (Internet)	10577	Internet - August 2022 (79.88)
Charter Communications	10578	Park Internet - August 2022 (146.05)
City of Austin	10579	Utilities - September 2022 (2,509.05)
AT&T Mobility	10580	Telephone - September 2022 (91.19)
Ramona Oliver	10581	Expense Reimbursement (614.54)
Robles, Ernest	10582	Expense Reimbursement (45.00)
<b>Total Subsequent Activity</b>		<b>(31,113.70)</b>
<b>Expenditures to be Approved at September 27, 2022 Meeting</b>		<b>(484,872.71)</b>
Ranger A-TX, LP	10583	Rent - November 2022 (5,081.23)
360 Professional Services, Inc.	10584	Engineering Fees - August 2022 (10,679.40)
Alterman, Inc.	10585	Well Inspections (3,456.00)
Armbrust & Brown, P.L.L.C.	10586	Legal Fees - August 2022 (12,085.79)
Bott & Douthitt, P.L.L.C.	10587	Accounting Services - August 2022 (5,500.00)
Brenntag Southwest	10588	Chemicals (13,378.76)
City of Austin	10589	W/WW Purchases - August 2022 (193,856.40)
City of Austin - CRF	10590	City of Austin Impact Fees 7/31/2022 (14,400.00)
City of Round Rock Environmental Services	10591	Bacteriological Test - 24 PA (200.00)
Crossroads Utility Services	10592	Operations - August 2022 (50,167.79)
Global Equipment Company, Inc.	10593	Water Fountain (2,505.00)
Kennedy Jenks	10594	Emergency Preparedness Plan Waiver (11,061.25)
National Business Furniture	10595	Office Furniture (3,296.40)
Ramona Oliver	10596	Expense Reimbursement (336.85)
Roadrunner Inspection Services	10597	Inspection Fees (7,480.00)
STR Constructors, LLC	10598	Office/Park Pavilion - Pay Ap 18 (40,950.00)
Texas Disposal Systems, Inc.	10599	Garbage Fees - August 2022 (67,562.00)
Texas Water Conservation Association	10600	Membership Renewal 10/2022-10/2023 (831.00)
TexasScapes	10601	Landscape/Irrigation Maintenance (40,191.71)
Travis County Sheriff's Department	10602	Security Patrol Vehicle (1,600.00)
Wells Branch Municipal Utility District	10603	Wholesale Rate Appeal (253.13)
		<u>(484,872.71)</u>
<b>Subtotal</b>		<b>(224,605.39)</b>
<b>Transfers to be approved</b>		<b>523,872.71</b>
Transfer for expenditures approved 9/27/2022	Transfer from TexPool Operating Account	484,872.71
Transfer Funds	Transfer from TexPool Operating Account	39,000.00
<b>Projected Balance as of September 27, 2022</b>		<b>\$ 299,267.32</b>

**Northtown Municipal Utility District**  
**Cash Activity Report - ABC Bank Customer Refund Account**  
**August 31, 2022 - September 27, 2022**

		<u>General Fund</u> <u>Customer Refund</u> <u>Account</u>		
<b>Cash Balance - August 31, 2022</b>		<b>\$ 5,743.68</b>		
<b>Expenditures to be Approved at September 27, 2022 Meeting</b>		<b>(3,520.32)</b>		
1836 Realty Property Management	13111	Customer Refund	(142.41)	
Ashley, N.	13112	Customer Refund	(27.22)	
Bold Brick, LTD	13113	Customer Refund	(105.04)	
Booth, Hunter	13114	Customer Refund	(122.50)	
Braun, Jordan	13115	Customer Refund	(31.43)	
Bravo, Angelica	13116	Customer Refund	(74.24)	
Brixius, David	13117	Customer Refund	(113.77)	
Chambers, Sheila	13118	Customer Refund	(45.59)	
Dykes, Dave	13119	Customer Refund	(3.23)	
Farley McLaughlin, Caroline	13120	Customer Refund	(57.15)	
Faz, Martha	13121	Customer Refund	(68.56)	
Guerin Property Services	13122	Customer Refund	(60.04)	
Hall, Karen	13123	Customer Refund	(135.70)	
Hartman, Angie	13124	Customer Refund	(89.64)	
Johnson, Charles	13125	Customer Refund	(180.70)	
Keller, Nathan	13126	Customer Refund	(92.87)	
Kim, Naae	13127	Customer Refund	(107.17)	
Kirby, Laura	13128	Customer Refund	(93.97)	
Lartigue, Rebecca	13129	Customer Refund	(73.94)	
Le, Dat	13130	Customer Refund	(41.52)	
Love, Jamaree	13131	Customer Refund	(22.55)	
Moran, Melanie	13132	Customer Refund	(39.97)	
Nguyen, Sandy	13133	Customer Refund	(72.18)	
Oxford at Palo Alto	13134	Customer Refund	(462.02)	
Pheto, Brent	13135	Customer Refund	(29.79)	
Pietersz, Michael	13136	Customer Refund	(85.17)	
Ramon, Jennifer	13137	Customer Refund	(98.44)	
Shearfield, Kyle	13138	Customer Refund	(11.46)	
Snider, Judith	13139	Customer Refund	(211.67)	
Sommer, Nathaniel	13140	Customer Refund	(70.94)	
Tabrizi, Mona	13141	Customer Refund	(112.67)	
Tran, David	13142	Customer Refund	(66.61)	
Truong, Tiffany	13143	Customer Refund	(98.44)	
Viet, Tham	13144	Customer Refund	(382.86)	
Wear, Linda	13145	Customer Refund	(88.86)	
<b>Total Expenditures</b>			<b>(3,520.32)</b>	
<b>Subtotal</b>				<b>2,223.36</b>
<b>Transfers to be approved - from TexPool Operating Account</b>				<b>4,000.00</b>
<b>Projected Balance as of September 27, 2022</b>				<b>\$ 6,223.36</b>

**Northtown Municipal Utility District  
Cash Activity Report - ABC Bank Park Fund Account  
August 31, 2022 - September 27, 2022**

	<b>ABC Bank Park Account</b>
<b>Cash Balance - August 31, 2022</b>	<b>\$ 49,950.00</b>
<b>Projected Balance as of September 27, 2022</b>	<b>\$ 49,950.00</b>

**Northtown Municipal Utility District  
Cash/Investment Activity Report  
August 31, 2022 - September 27, 2022**

	Interest Rate	Maturity Date	Balance 8/31/2022	Subsequent Receipts	Subsequent Disbursements	Subtotal	Transfers to be 9/27/2022	Projected Balance 9/27/2022
<b>General Fund -</b>								
ABC Bank - Operating Account	0.0000%	N/A	\$ 28,812.10	\$ 425.00	\$ -	\$ 29,237.10	\$ -	\$ 29,237.10
ABC Bank - Manager's Account	0.0000%	N/A	291,381.02	-	(515,986.41)	(224,605.39)	523,872.71 (1)(4)	299,267.32
ABC Bank - Customer Refunds	0.0000%	N/A	5,743.68	-	(3,520.32)	2,223.36	4,000.00 (2)	6,223.36
PNC Bank Lockbox	0.0000%	N/A	350,421.65	3,767.77	(7,604.50)	346,584.92	(300,000.00) (3)	46,584.92
Logic Operating - 01	2.3724%	N/A	12,977,300.08	-	-	12,977,300.08	(523,872.71) (1)(4)	12,453,427.37
TexPool Operating	2.2528%	N/A	677,816.09	-	-	677,816.09	296,000.00 (2)(3)	973,816.09
TexPool Fiscal Surety Trail Easement	2.2528%	N/A	104,166.77	-	-	104,166.77	-	104,166.77
<b>Total - General Fund</b>			<b>14,435,641.39</b>	<b>4,192.77</b>	<b>(527,111.23)</b>	<b>13,912,722.93</b>	<b>-</b>	<b>13,912,722.93</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	2.3724%	N/A	47,021.81	-	-	47,021.81	-	47,021.81
TexPool Park	2.2528%	N/A	4,574.71	-	-	4,574.71	-	4,574.71
<b>Total - Park Fund</b>			<b>101,546.52</b>	<b>-</b>	<b>-</b>	<b>101,546.52</b>	<b>-</b>	<b>101,546.52</b>
<b>Debt Service Fund -</b>								
Logic - Tax Account	2.3724%	N/A	10,619.44	-	-	10,619.44	-	10,619.44
Logic - Debt Service	2.3724%	N/A	702,001.18	-	-	702,001.18	-	702,001.18
TexPool - SR 2020 Cap Int	2.2528%	N/A	160,872.03	-	-	160,872.03	-	160,872.03
<b>Total - Debt Service Fund</b>			<b>873,492.65</b>	<b>-</b>	<b>-</b>	<b>873,492.65</b>	<b>-</b>	<b>873,492.65</b>
<b>Capital Project Fund -</b>								
Logic - SR 2011 CPF	2.3724%	N/A	2,494.34	-	-	2,494.34	-	2,494.34
TexPool - SR 2020 CPF	2.2528%	N/A	4,565,876.69	-	-	4,565,876.69	-	4,565,876.69
<b>Total - Capital Project Fund</b>			<b>4,568,371.03</b>	<b>-</b>	<b>-</b>	<b>4,568,371.03</b>	<b>-</b>	<b>4,568,371.03</b>
<b>Total - All Funds</b>			<b>\$ 19,979,051.59</b>	<b>\$ 4,192.77</b>	<b>\$ (527,111.23)</b>	<b>\$ 19,456,133.13</b>	<b>\$ -</b>	<b>\$ 19,456,133.13</b>

- (1) To transfer funds from Logic Operating Account to ABC Bank Manager's Account: \$484,872.71  
(2) To transfer funds from TexPool Operating Account to ABC Bank Customer Refund Account: \$4,000.00  
(3) To transfer funds from PNC Bank Lockbox Account to TexPool Operating: \$300,000.00  
(4) To transfer funds from Logic Operating Account to ABC Bank Manager's Account: \$39,000.00

<b>Northtown M.U.D.</b> <b>Collateral Analysis Schedule - ABC Bank</b> <b>8/31/2022</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)	\$ 28,812.10		
Manager's Account (General Fund)	457,622.36		
Customer Deposit Account (General Fund)	16,446.80		
Parks Account (Park Fund)	49,950.00		
<b>Total ABC Bank</b>	552,831.26		
FDIC Coverage		250,000.00	
Pledged Collateral ABC Bank (Market Value)		1,975,042.98	
<b>Total Collateral - ABC Bank</b>			
<b>Total Collateral/Funds ABC Bank</b>	\$ 552,831.26	\$ 2,225,042.98	\$ 1,672,211.72

## Pledges By Pledgee And Maturity



**Pledged To: NORTHTOWN MUD**

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

**As Of 8/31/2022**

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Receipt# Safekeeping Location	CUSIP	ASC 320	Description Maturity Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged			
							Original Face	Par	Book Value	Market Value
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	150,209.45	149,252.44
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	350,912.61	346,282.14
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	1,227,800.45	1,169,971.25
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	74,260.57	71,431.65
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	247,535.22	238,105.50
<b>5 Securities Pledged To: NORTH - NORTHTOWN MUD</b>							<b>2,075,000.00</b>	<b>2,075,000.00</b>	<b>2,050,718.30</b>	<b>1,975,042.98</b>

Although the information in this report has been obtained from sources believed to be reliable, its accuracy cannot be guaranteed.

U84	-----												
	YEAR	BEGINNING TAX BALANCE	TAX ADJ	BASE TAX COLLECTED	NET BASE TAX REVERSALS	NET BASE TAX COLLECTED	PERCENT COLLECTED	ENDING TAX BALANCE	P & I COLLECTED	P & I REVERSALS	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	1636.92	.00	1636.92	28.05 %	4198.72	903.94	.00	.00	.00	2540.86
	2018	8665.11	.00	1519.65	.00	1519.65	17.54 %	7145.46	373.99	.00	.00	.00	1893.64
	2019	13428.85	372.22-	2741.12	372.22	2368.90	18.14 %	10687.73	599.31	.00	.00	.00	2968.21
	2020	17613.47	21287.31-	7826.66	21287.31	13460.65-	366.39 %	9786.81	1586.86	.00	.00	.00	11873.79-
	TOTL	75094.42	21659.53-	13724.35	21659.53	7935.18-	14.85-%	61370.07	3464.10	.00	.00	.00	4471.08-
	2021	5705882.78	30163.08-	5673804.55	29770.85	5644033.70	99.44 %	31686.00	6350.39	.00	7.29	.00	5650391.38
	ENTITY												
	TOTL	5780977.20	51822.61-	5687528.90	51430.38	5636098.52	98.38 %	93056.07	9814.49	.00	7.29	.00	5645920.30

Northtown M.U.D.  
Analysis of Taxes Collected FY 2021-22  
August 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	(3,633.22)	(2,750.86)	(6,384.08)	(4,807.80)	(3,153.86)	(7,961.66)	(8,441.02)	(5,904.72)	(14,345.74)
BASE TAX REV	(3,633.22)	(2,750.86)	(6,384.08)	(4,807.80)	(3,153.86)	(7,961.66)	(8,441.02)	(5,904.72)	(14,345.74)
TAXES	12,182.61	9,223.97	21,406.58	1,705.55	1,130.04	2,835.59	13,888.16	10,354.01	24,242.17
PENALTY	962.65	728.86	1,691.51	466.56	310.39	776.95	1,429.21	1,039.25	2,468.46
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	7,780.83	5,891.20	13,672.03	204.93	139.74	344.67	7,985.76	6,030.94	14,016.70
PENALTY	764.40	578.76	1,343.16	64.70	44.52	109.22	829.10	623.28	1,452.38
MAY									
TAX ADJUSTMENTS	(35.22)	(26.67)	(61.89)	0.00	0.00	0.00	(35.22)	(26.67)	(61.89)
BASE TAX REV	(35.22)	(26.67)	(61.89)	0.00	0.00	0.00	(35.22)	(26.67)	(61.89)
TAXES	2,962.26	2,242.85	5,205.11	101.53	72.80	174.33	3,063.79	2,315.65	5,379.44
PENALTY	297.11	224.96	522.07	40.61	29.12	69.73	337.72	254.08	591.80
JUN									
TAX ADJUSTMENTS	(180.16)	(136.41)	(316.57)	0.00	0.00	0.00	(180.16)	(136.41)	(316.57)
BASE TAX REV	(180.16)	(136.41)	(316.57)	0.00	0.00	0.00	(180.16)	(136.41)	(316.57)
TAXES	2,362.22	1,788.53	4,150.75	294.83	203.77	498.60	2,657.04	1,992.31	4,649.35
PENALTY	244.77	185.33	430.10	112.86	80.81	193.67	357.64	266.13	623.77
JUL									
TAX ADJUSTMENTS	(9,707.75)	(7,350.15)	(17,057.90)	(6,719.50)	(4,405.50)	(11,125.00)	(16,427.25)	(11,755.65)	(28,182.90)
BASE TAX REV	(9,707.75)	(7,350.15)	(17,057.90)	(6,719.50)	(4,405.50)	(11,125.00)	(16,427.25)	(11,755.65)	(28,182.90)
TAXES	1,182.73	895.50	2,078.23	0.00	0.00	0.00	1,182.73	895.50	2,078.23
PENALTY	54.47	41.24	95.71	0.00	0.00	0.00	54.47	41.24	95.71
AUG									
TAX ADJUSTMENTS	(2,048.81)	(1,551.24)	(3,600.05)	(425.31)	(278.85)	(704.16)	(2,474.12)	(1,830.09)	(4,304.21)
BASE TAX REV	(2,048.81)	(1,551.24)	(3,600.05)	(425.31)	(278.85)	(704.16)	(2,474.12)	(1,830.09)	(4,304.21)
TAXES	3,323.29	2,516.21	5,839.50	34.17	24.50	58.67	3,357.46	2,540.71	5,898.17
PENALTY	537.04	406.61	943.65	14.69	10.54	25.23	551.73	417.15	968.88
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	(16,942.76)	(12,828.09)	(29,770.85)	(13,074.32)	(8,585.21)	(21,659.53)	(30,017.08)	(21,413.30)	(51,430.38)
TAXES	3,228,994.46	2,444,810.09	5,673,804.55	8,098.33	5,626.02	13,724.35	3,237,092.79	2,450,436.11	5,687,528.90
PENALTY	3,618.19	2,739.49	6,357.68	2,023.64	1,440.46	3,464.10	5,641.83	4,179.95	9,821.78
TOTAL DISTRIBUTION	3,215,669.89	2,434,721.49	5,650,391.38	(2,952.34)	(1,518.74)	(4,471.08)	3,212,717.55	2,433,202.75	5,645,920.30
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	(17,165.98)	(12,997.10)	(30,163.08)	(13,074.32)	(8,585.21)	(21,287.31)	(30,240.30)	(21,582.31)	(51,822.61)
BASE TAX REV	16,942.76	12,828.09	29,770.85	13,074.32	8,585.21	21,287.31	30,017.08	21,413.30	51,430.38
LESS: COLLECTIONS	(3,228,994.46)	(2,444,810.09)	(5,673,804.55)	(8,098.33)	(5,626.02)	(10,983.23)	(3,237,092.79)	(2,450,436.11)	(5,687,528.90)
TAX REC @ END OF PERIOD	18,032.68	13,653.32	31,686.00	31,675.17	29,694.90	50,682.34	49,707.85	43,348.22	93,056.07
	56.91%	43.09%	100.00%						

# Financial Statements

**Northtown M.U.D.**

**Accountant's Compilation Report**

**August 31, 2022**

The District is responsible for the accompanying financial statements of the governmental activities of Northtown M.U.D., as of and for the ten months ended August 31, 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.

September 19, 2022  
Round Rock, TX

**Northtown Municipal Utility District  
Governmental Funds Balance Sheet  
August 31, 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	\$ 676,358.45	\$ 49,950.00	\$ -	\$ -	\$ 726,308.45
Petty Cash	500.00	-	-	-	500.00
Cash Equivalents	13,759,282.94	51,596.52	873,492.65	4,568,371.03	19,252,743.14
Receivables					
Service Accounts, net of allowance for doubtful accounts of \$27,500.00	284,645.41	-	-	-	284,645.41
Accrued Service Revenue	418,352.00	-	-	-	418,352.00
Property Taxes	49,707.85	-	43,348.22	-	93,056.07
Other	173,157.86	-	-	-	173,157.86
Interfund	5,355.00	275,692.00	10,920.46	-	291,967.46
<b>Total Assets</b>	<b>\$ 15,367,359.51</b>	<b>\$ 377,238.52</b>	<b>\$ 927,761.33</b>	<b>\$ 4,568,371.03</b>	<b>\$ 21,240,730.39</b>
<b>Liabilities</b>					
Accounts Payable	\$ 426,785.55	\$ -	\$ -	\$ -	\$ 426,785.55
Accrued Expenses	49,220.84	-	-	-	49,220.84
Retainage Payable	481,889.95	-	-	-	481,889.95
Payroll Taxes Payable	0.60	-	-	-	0.60
TCEQ Assessment	9,531.28	-	-	-	9,531.28
Customer Meter Deposits	684,670.98	-	-	-	684,670.98
Builder Deposits	31,600.00	-	-	-	31,600.00
Overcollected Property Taxes	-	-	26,034.45	-	26,034.45
Other Deposits	51,703.95	-	-	-	51,703.95
Unclaimed Property	17,493.92	-	-	-	17,493.92
Fiscal Surety Village Park Improvements	104,166.77	-	-	-	104,166.77
Interfund	286,612.46	-	-	5,355.00	291,967.46
<b>Total Liabilities</b>	<b>2,143,676.30</b>	<b>-</b>	<b>26,034.45</b>	<b>5,355.00</b>	<b>2,175,065.75</b>
<b>Deferred Inflows of Resources</b>					
Deferred Revenue - Property Taxes	49,707.85	-	43,348.22	-	93,056.07
<b>Total Deferred Inflows of Resources</b>	<b>49,707.85</b>	<b>-</b>	<b>43,348.22</b>	<b>-</b>	<b>93,056.07</b>
<b>Fund Balance</b>					
Fund Balances:					
Restricted for					
Debt Service	-	-	858,378.66	-	858,378.66
Capital Projects	-	-	-	4,563,016.03	4,563,016.03
Unassigned	13,173,975.36	377,238.52	-	-	13,551,213.88
<b>Total Fund Balances</b>	<b>13,173,975.36</b>	<b>377,238.52</b>	<b>858,378.66</b>	<b>4,563,016.03</b>	<b>18,972,608.57</b>
<b>Total Liabilities, Deferred Inflows of Resources and Fund Balances</b>	<b>\$ 15,367,359.51</b>	<b>\$ 377,238.52</b>	<b>\$ 927,761.33</b>	<b>\$ 4,568,371.03</b>	<b>\$ 21,240,730.39</b>

See Accountants' Report.

**Northtown Municipal Utility District  
Statement of Revenues,  
Expenditures & Changes in Fund Balance-Governmental Funds  
October 1, 2021 - August 31, 2022**

	Governmental Funds				Governmental Funds Total
	General Fund	Park Fund	Debt Service Fund	Capital Projects Fund	
<b>Revenues:</b>					
Property Taxes, including penalties	\$ 3,212,717.54	\$ -	\$ 2,433,202.76	\$ -	\$ 5,645,920.30
Service Accounts, including penalties	4,158,053.02	-	-	-	4,158,053.02
Park Facility Rental	1,675.00	-	-	-	1,675.00
Other Income	10,193.37	-	-	-	10,193.37
Interest Income	81,493.53	291.43	16,218.52	23,031.26	121,034.74
<b>Total Revenues</b>	<u>7,464,132.46</u>	<u>291.43</u>	<u>2,449,421.28</u>	<u>23,031.26</u>	<u>9,936,876.43</u>
<b>Expenditures:</b>					
Current-					
WATER					
Bulk Water Purchase	876,808.33	-	-	-	876,808.33
TCEQ Fees	7,658.25	-	-	-	7,658.25
Water System Maintenance	99,589.01	-	-	-	99,589.01
Meter Purchases	29,793.56	-	-	-	29,793.56
Water Tap Inspections	44,525.00	-	-	-	44,525.00
WASTEWATER					
Bulk Wastewater Purchases	1,109,792.79	-	-	-	1,109,792.79
Wastewater System Maintenance	32,432.40	-	-	-	32,432.40
Lift Station Maintenance	120,406.54	-	-	-	120,406.54
Chemicals	70,438.33	-	-	-	70,438.33
ADMINISTRATIVE					
Director Fees	7,350.00	-	-	-	7,350.00
Payroll Taxes	25,635.33	-	-	-	25,635.33
Legal Fees - General	89,338.97	-	-	-	89,338.97
Legal Fees - Covenants	22,357.49	-	-	-	22,357.49
Management Services	340,522.64	-	-	-	340,522.64
Accounting Fees	61,500.00	-	-	-	61,500.00
Financial Advisor Fees	1,314.63	-	1,245.37	-	2,560.00
Audit Fees	16,750.00	-	-	-	16,750.00
Engineering Fees - General	19,074.00	-	-	-	19,074.00
Engineering Fees - Special	87,428.05	-	-	-	87,428.05
Professional Fees	20,595.14	-	-	-	20,595.14
Tax Collector/Appraisal Fees	13,985.95	-	10,589.39	-	24,575.34
Credit Card Fees	83,894.42	-	-	-	83,894.42
Bank Service Charges	8,795.09	-	-	-	8,795.09
Conference/Training	3,453.68	-	-	-	3,453.68
PARKS					
Park Landscape Maintenance	426,930.00	-	-	-	426,930.00
Landscape Contingency	63,228.20	-	-	-	63,228.20
Park Facility Maintenance	23,233.53	-	-	-	23,233.53
Security	92,630.00	-	-	-	92,630.00
Well Repairs	13,091.75	-	-	-	13,091.75
Irrigation Repairs	4,111.75	-	-	-	4,111.75
Park Utilities	7,829.14	-	-	-	7,829.14
Pond Maintenance	25,994.50	-	-	-	25,994.50
Fence Repairs	2,100.00	-	-	-	2,100.00
OTHER					
Nightwatchman Lights	15,236.64	-	-	-	15,236.64
Garbage Collection	742,497.25	-	-	-	742,497.25
Office Staff Expenses	294,258.22	-	-	-	294,258.22
Office Expenses	73,605.49	-	-	-	73,605.49
Telephone	5,049.93	-	-	-	5,049.93
Miscellaneous	1,524.13	-	-	-	1,524.13
Debt Service -					
Bond Principal Expense	-	-	1,665,000.00	-	1,665,000.00
Bond Interest Expense	-	-	701,075.00	-	701,075.00
Arbitrage Consultant Fees	-	-	1,500.00	-	1,500.00
Paying Agent Fees	-	-	1,200.00	-	1,200.00
Capital Outlay	2,629,461.23	-	-	676,808.55	3,306,269.78
<b>Total Expenditures</b>	<u>7,614,221.36</u>	<u>-</u>	<u>2,380,609.76</u>	<u>676,808.55</u>	<u>10,671,639.67</u>
<b>Excess/(Deficiency) of Revenues over Expenditures</b>	<u>(150,088.90)</u>	<u>291.43</u>	<u>68,811.52</u>	<u>(653,777.29)</u>	<u>(734,763.24)</u>
<b>Fund Balance, October 1, 2021</b>	<u>13,324,064.26</u>	<u>376,947.09</u>	<u>789,567.14</u>	<u>5,216,793.32</u>	<u>19,707,371.81</u>
<b>Fund Balance, August 31, 2022</b>	<u>\$ 13,173,975.36</u>	<u>\$ 377,238.52</u>	<u>\$ 858,378.66</u>	<u>\$ 4,563,016.03</u>	<u>\$ 18,972,608.57</u>

## **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  
August 31, 2022**

	Current Month			Year-to-Date		
	Actual	Budget	Variance	Actual	Budget	Variance
<b>Revenues:</b>						
<b>OPERATING</b>						
Water Service Fees	\$ 194,829	\$ 136,563	\$ 58,266	\$ 1,369,323	\$ 1,298,104	\$ 71,219
Water Tap Fees	1,200	-	1,200	122,625	-	122,625
Wastewater Service Fees	122,599	107,941	14,658	1,281,629	1,187,351	94,278
Wastewater Tap Fees	1,200	-	1,200	138,000	-	138,000
Basic Services	108,286	93,813	14,473	1,116,349	1,031,943	84,406
Application Fees	-	-	-	14,907	-	14,907
Service Penalties	7,018	6,667	351	64,320	33,335	30,985
Water and W/W Inspections	600	-	600	50,900	-	50,900
<b>Total Operating</b>	<b>435,732</b>	<b>344,984</b>	<b>90,748</b>	<b>4,158,052</b>	<b>3,550,733</b>	<b>607,319</b>
<b>OTHER OPERATING</b>						
Property Tax	883	-	883	3,207,179	3,186,614	20,565
Property Tax Penalty	552	-	552	5,539	-	5,539
<b>Total Other Operating</b>	<b>1,435</b>	<b>-</b>	<b>1,435</b>	<b>3,212,718</b>	<b>3,186,614</b>	<b>26,104</b>
<b>NON-OPERATING</b>						
Miscellaneous Revenue	1,744	2,500	(757)	11,015	27,500	(16,485)
Investment Interest	25,100	750	24,350	81,494	8,250	73,244
<b>Total Non-Operating</b>	<b>26,843</b>	<b>3,250</b>	<b>23,593</b>	<b>92,509</b>	<b>35,750</b>	<b>56,759</b>
<b>Total Operating Revenues</b>	<b>464,010</b>	<b>348,234</b>	<b>115,776</b>	<b>7,463,279</b>	<b>6,773,097</b>	<b>690,182</b>
<b>OTHER</b>						
Park Fees	-	-	-	-	-	-
Park Interest Revenue	95	25	70	291	275	16
<b>Total Other</b>	<b>95</b>	<b>25</b>	<b>70</b>	<b>291</b>	<b>275</b>	<b>16</b>
<b>Total Revenues</b>	<b>464,105</b>	<b>348,259</b>	<b>115,846</b>	<b>7,463,570</b>	<b>6,773,372</b>	<b>690,198</b>
<b>Expenditures:</b>						
<b>OFFICE</b>						
Office Rent	5,081	5,143	62	54,727	55,222	495
Employee Benefits	4,290	5,980	1,690	54,039	65,780	11,741
Mileage Reimbursement	246	300	54	2,511	3,300	789
Office Utilities	2,212	2,500	288	12,890	27,500	14,610
Wages	23,232	24,381	1,149	237,708	268,188	30,480
Office Expenses	120	1,250	1,130	5,990	13,750	7,760
<b>Total Office Expenditures</b>	<b>35,181</b>	<b>39,554</b>	<b>4,373</b>	<b>367,865</b>	<b>433,740</b>	<b>65,875</b>

**Northtown Municipal Utility District  
Budget Comparison Schedule  
August 31, 2022**

	Current Month			Year-to-Date		
	Actual	Budget	Variance	Actual	Budget	Variance
<b>WATER</b>						
Bulk Water Purchases (Var)	94,630	141,014	46,384	876,808	1,340,410	463,602
Bulk Water Purchases (Fixed)	-	-	-	-	-	-
TCEQ System Fee	-	-	-	7,658	10,000	2,342
Water System Maintenance	9,961	6,250	(3,711)	99,589	68,750	(30,839)
Water Meters	-	-	-	29,794	1,744	(28,050)
<b>Total Water</b>	<b>112,071</b>	<b>147,264</b>	<b>35,193</b>	<b>1,058,374</b>	<b>1,420,904</b>	<b>362,530</b>
<b>WASTEWATER</b>						
Bulk W/W Purchases	99,227	117,510	18,283	1,109,784	1,292,610	182,826
W/W System Maintenance	1,052	33,333	32,281	32,432	366,663	334,231
Lift Station Maintenance	10,708	10,000	(708)	120,407	140,000	19,593
Chemicals	13,379	6,250	(7,129)	70,438	68,750	(1,688)
<b>Total Wastewater</b>	<b>124,365</b>	<b>167,093</b>	<b>42,728</b>	<b>1,333,061</b>	<b>1,868,023</b>	<b>534,962</b>
<b>ADMINISTRATIVE</b>						
Director Fees	750	2,000	1,250	7,350	17,850	10,500
Payroll Taxes	2,339	2,876	537	25,635	31,636	6,001
Legal Fees-General	9,556	7,667	(1,889)	89,339	84,337	(5,002)
Legal Fees-Special	-	-	-	-	-	-
Legal Fees-Covenants	1,960	3,250	1,290	22,357	35,750	13,393
Management Services	31,320	31,992	672	340,523	351,910	11,387
Bookkeeping Services	5,500	5,600	100	61,500	62,350	850
Financial Advisor Services	-	-	-	1,315	1,500	185
Audit Fees	-	-	-	16,750	16,500	(250)
Engineering Fees	1,734	1,817	83	19,074	19,987	913
Engineering Fees-Special	-	5,000	5,000	87,428	55,000	(32,428)
Professional Fees	253	4,333	4,080	20,595	47,663	27,068
Tax Assess/Collector Fees	-	-	-	13,986	15,500	1,514
Permits/MemberDues/Lic.	-	-	-	-	1,000	1,000
Insurance	-	-	-	(853)	-	853
Credit Card Fees	7,367	7,000	(367)	83,894	77,000	(6,894)
Conference/Training	-	-	-	3,454	6,000	2,546
<b>Total Administrative</b>	<b>60,779</b>	<b>71,535</b>	<b>10,756</b>	<b>792,347</b>	<b>823,983</b>	<b>31,636</b>

**Northtown Municipal Utility District  
Budget Comparison Schedule  
August 31, 2022**

	Current Month			Year-to-Date		
	Actual	Budget	Variance	Actual	Budget	Variance
<b>PARKS</b>						
Landscape-Parks	39,170	40,010	840	426,930	440,114	13,184
Landscape-Contingency	7,200	11,333	4,133	125,415	124,663	(752)
Park Maintenance	2,875	7,035	4,160	23,234	77,385	54,151
Well Maintenance	3,456	4,167	711	13,092	45,837	32,745
Park Utilities	981	1,500	519	7,829	16,500	8,671
Security	5,900	11,550	5,650	92,630	127,050	34,420
Irrigation Repairs	1,772	2,629	857	4,112	28,919	24,807
Pond Restoration	-	5,000	5,000	25,995	55,000	29,006
Trail Maintenance	-	-	-	-	-	-
Fence Repair	-	-	-	2,100	-	(2,100)
<b>Total Parks</b>	<b>61,354</b>	<b>83,224</b>	<b>21,870</b>	<b>721,336</b>	<b>915,468</b>	<b>194,132</b>
<b>OTHER</b>						
Meeting Expenses	-	14	14	-	136	136
Nightwatchman	1,385	1,500	115	15,237	16,500	1,263
Miscellaneous	781	593	(188)	9,756	6,523	(3,233)
Garbage Collection	67,562	67,230	(332)	742,497	739,530	(2,967)
Public Notices	-	-	-	-	-	-
Newsletter/Mail Outs	570	208	(362)	570	2,288	1,718
Signage	-	-	-	-	-	-
Telephone	681	350	(331)	5,050	3,850	(1,200)
<b>Total Other</b>	<b>70,979</b>	<b>69,895</b>	<b>(1,084)</b>	<b>773,110</b>	<b>768,827</b>	<b>(4,283)</b>
<b>Total Expenditures</b>	<b>464,730</b>	<b>578,565</b>	<b>113,835</b>	<b>5,046,093</b>	<b>6,230,945</b>	<b>1,184,852</b>
<b>Operating Excess/(Deficiency)</b>	<b>(720)</b>	<b>(230,331)</b>	<b>229,611</b>	<b>2,417,186</b>	<b>542,152</b>	<b>1,875,034</b>
<b>CAPITAL OUTLAY</b>						
Settlers Meadow Park/Admin Bldg (50	54,952	54,952	-	1,322,037	1,322,037	0
Wildflower Park Pavillion (70%)	48,440	48,440	-	1,245,238	1,245,237	(1)
Trail Conversion	-	-	-	-	-	-
<b>Total Capital Outlay</b>	<b>103,393</b>	<b>103,393</b>	<b>-</b>	<b>2,567,274</b>	<b>2,567,274</b>	<b>(1)</b>
<b>Total Expenses &amp; Park CIP</b>	<b>568,123</b>	<b>681,958</b>	<b>113,835</b>	<b>7,613,367</b>	<b>8,798,218</b>	<b>1,184,851</b>
<b>Total Excess/(Deficiency)</b>	<b>\$ (104,018)</b>	<b>\$ (333,699)</b>	<b>\$ 229,681</b>	<b>\$ (149,797)</b>	<b>\$ (2,024,846)</b>	<b>\$ 1,875,049</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	Actual Mar-22	Actual Apr-22	Actual May-22	Actual Jun-22	Actual Jul-22	Actual Aug-22	Budget Sep-22	FY-2022 Actual + Budget	Variance
<b>Revenues:</b>															
<b>OPERATING</b>															
Water Service Fees	\$ 1,434,676	\$ 158,675	\$ 125,570	\$ 121,052	\$ 94,986	\$ 93,350	\$ 102,345	\$ 95,340	\$ 128,129	\$ 130,915	\$ 124,132	\$ 194,829	\$ 136,572	\$ 1,505,895	\$ 71,219
Water Tap Fees	0	0	0	0	0	0	121,425	0	0	0	0	1,200	0	122,625	122,625
Wastewater Service Fees	1,295,294	124,773	117,171	121,492	107,696	107,119	119,593	112,169	118,100	116,785	114,130	122,599	107,943	1,389,572	94,278
Wastewater Tap Fees	0	0	0	0	0	0	136,800	0	0	0	0	1,200	0	138,000	138,000
Basic Services	1,125,756	94,084	95,289	95,338	95,246	98,151	105,764	105,733	105,728	106,468	106,262	108,286	93,813	1,210,162	84,406
Application Fees	0	1,257	1,440	1,151	930	1,332	1,566	1,607	1,688	1,687	2,249	0	0	14,907	14,907
Service Penalties	40,000	6,542	7,975	6,217	50	4,800	6,280	6,154	5,097	7,054	7,132	7,018	6,665	70,985	30,985
Water and W/W Inspections	7,200	0	0	0	0	0	50,300	0	0	0	0	600	7,200	58,100	50,900
<b>Total Operating</b>	<b>3,902,926</b>	<b>385,331</b>	<b>347,446</b>	<b>345,250</b>	<b>298,909</b>	<b>304,752</b>	<b>644,074</b>	<b>321,003</b>	<b>358,742</b>	<b>362,909</b>	<b>353,905</b>	<b>435,732</b>	<b>352,193</b>	<b>4,510,245</b>	<b>607,319</b>
<b>OTHER OPERATING</b>															
Property Tax	3,186,614	21,125	112,654	1,847,732	1,169,308	51,782	5,447	7,986	3,029	2,477	(15,245)	883	-	3,207,179	20,565
Property Tax Penalty	0	-	870	252	86	771	1,429	829	338	358	54	552	-	5,539	5,539
<b>Total Other Operating</b>	<b>3,186,614</b>	<b>21,125</b>	<b>113,524</b>	<b>1,847,984</b>	<b>1,169,394</b>	<b>52,553</b>	<b>6,876</b>	<b>8,815</b>	<b>3,366</b>	<b>2,835</b>	<b>(15,190)</b>	<b>1,435</b>	<b>-</b>	<b>3,212,718</b>	<b>26,104</b>
<b>NON-OPERATING</b>															
Miscellaneous Revenue	30,000	1,500	2,150	1,900	2,801	25	(150)	(100)	125	1,121	(100)	1,744	2,500	13,515	(16,485)
Investment Interest	9,000	420	421	717	834	1,108	3,154	6,049	10,037	13,794	19,860	25,100	750	82,244	73,244
<b>Total Non-Operating</b>	<b>39,000</b>	<b>1,920</b>	<b>2,571</b>	<b>2,617</b>	<b>3,635</b>	<b>1,133</b>	<b>3,004</b>	<b>5,949</b>	<b>10,162</b>	<b>14,915</b>	<b>19,760</b>	<b>26,843</b>	<b>3,250</b>	<b>95,759</b>	<b>56,759</b>
<b>Total Operating Revenues</b>	<b>7,128,540</b>	<b>408,377</b>	<b>463,541</b>	<b>2,195,851</b>	<b>1,471,937</b>	<b>358,438</b>	<b>653,954</b>	<b>335,767</b>	<b>372,270</b>	<b>380,659</b>	<b>358,475</b>	<b>464,010</b>	<b>355,443</b>	<b>7,818,722</b>	<b>690,182</b>
<b>OTHER</b>															
Park Fees	0	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Park Interest Revenue	300	1	1	3	4	4	11	17	35	49	72	95	25	316	16
<b>Total Other</b>	<b>300</b>	<b>1</b>	<b>1</b>	<b>3</b>	<b>4</b>	<b>4</b>	<b>11</b>	<b>17</b>	<b>35</b>	<b>49</b>	<b>72</b>	<b>95</b>	<b>25</b>	<b>316</b>	<b>16</b>
<b>Total Revenues</b>	<b>7,128,840</b>	<b>408,378</b>	<b>463,543</b>	<b>2,195,854</b>	<b>1,471,941</b>	<b>358,442</b>	<b>653,964</b>	<b>335,784</b>	<b>372,305</b>	<b>380,708</b>	<b>358,547</b>	<b>464,105</b>	<b>355,468</b>	<b>7,819,038</b>	<b>690,198</b>
<b>Expenditures:</b>															
Office Rent	60,365	4,913	4,913	4,913	4,971	4,971	4,971	4,971	4,972	4,971	5,081	5,081	5,143	59,870	495
Employee Benefits	71,760	6,212	4,100	4,848	4,830	4,770	4,243	6,196	4,862	4,817	4,870	4,290	5,980	60,019	11,741
Mileage Reimb.	3,600	245	238	215	207	227	255	235	219	221	203	246	300	2,811	789
Office Utilities	30,000	985	971	1,010	932	841	1,104	918	1,020	1,064	1,832	2,212	2,500	15,390	14,610
Wages	292,569	20,424	21,392	22,274	20,337	20,164	23,243	21,096	22,126	22,171	21,249	23,232	24,381	262,089	30,480
Office Expenses	15,000	976	242	475	-	1,710	574	400	237	750	507	120	1,250	7,240	7,760
<b>Total Water</b>	<b>473,294</b>	<b>33,755</b>	<b>31,856</b>	<b>33,735</b>	<b>31,276</b>	<b>32,683</b>	<b>34,390</b>	<b>33,817</b>	<b>33,436</b>	<b>33,994</b>	<b>33,742</b>	<b>35,181</b>	<b>39,554</b>	<b>407,419</b>	<b>65,875</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	Actual Mar-22	Actual Apr-22	Actual May-22	Actual Jun-22	Actual Jul-22	Actual 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	83,901	68,445	83,514	90,058	104,570	94,630	141,023	1,017,831	463,602
Bulk Water Purchases (Fixed)	0	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TCEQ 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	3,318	8,368	2,998	17,326	11,246	9,961	6,250	105,839	(30,839)
Water Tap Inspection	0	1,220	200	975	4,800	2,175	9,250	7,480	4,100	1,600	5,275	7,480	-	44,525	(44,525)
Water Meters	25,000	-	-	1,744	-	-	-	-	-	-	28,050	-	23,256	53,050	(28,050)
<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>96,469</b>	<b>84,263</b>	<b>90,612</b>	<b>108,984</b>	<b>149,142</b>	<b>112,071</b>	<b>170,529</b>	<b>1,228,903</b>	<b>362,530</b>
<b>WASTEWATER</b>															
Bulk W/W Purchases	1,410,125	110,507	110,142	109,173	100,136	84,466	99,227	99,227	99,227	99,227	99,227	99,227	117,515	1,227,299	182,826
W/W System Maintenance	400,000	260	200	200	9,857	750	1,820	11,070	3,578	3,392	254	1,052	33,337	65,769	334,231
W/W Tap Inspections	0	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Lift Station Maintenance	180,000	5,733	7,456	12,491	11,813	19,367	18,308	9,574	11,328	5,676	7,954	10,708	40,000	160,407	19,593
Chemicals	75,000	7,555	-	11,671	-	6,160	-	18,040	-	13,633	-	13,379	6,250	76,688	(1,688)
<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>119,355</b>	<b>137,911</b>	<b>114,132</b>	<b>121,928</b>	<b>107,434</b>	<b>124,365</b>	<b>197,102</b>	<b>1,530,163</b>	<b>534,962</b>
<b>ADMINISTRATIVE</b>															
Director Fees	20,000	450	450	750	1,350	750	450	750	600	600	450	750	2,150	9,500	10,500
Payroll Taxes	34,514	2,297	2,650	3,118	2,799	2,531	1,305	2,689	2,133	2,108	1,667	2,339	2,878	28,513	6,001
Legal Fees-General	92,000	5,569	8,973	6,325	8,995	7,010	9,741	7,596	7,648	9,971	7,954	9,556	7,663	97,002	(5,002)
Legal Fees-Covenants	39,000	1,865	2,724	761	2,238	1,808	3,387	3,346	934	1,565	1,771	1,960	3,250	25,607	13,393
Management Services	383,902	30,752	30,739	30,776	30,740	30,767	30,770	30,749	30,810	31,371	31,730	31,320	31,992	372,515	11,387
Bookkeeping Services	67,950	5,500	5,500	5,500	6,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,600	67,100	850
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	1,734	1,734	1,734	1,734	1,734	1,734	1,813	20,887	913
Engineering Fees-Special	60,000	4,018	1,020	2,998	7,052	4,284	8,201	6,553	20,499	20,932	11,872	-	5,000	92,428	(32,428)
Professional Fees	52,000	28	-	-	329	18,000	1,295	110	580	-	-	253	4,337	24,932	27,068
Tax Assess/Collector Fees	20,000	-	7,091	-	-	3,448	-	-	-	3,448	-	-	4,500	18,486	1,514
Permits/MemberDues/Lic.	1,000	-	-	-	-	-	-	-	-	-	-	-	-	-	1,000
Insurance	40,000	995	-	-	(485)	-	(1,363)	-	-	-	-	-	40,000	39,147	853
Credit Card Fees	84,000	7,463	7,937	7,365	7,736	6,162	6,000	7,922	8,820	8,719	8,403	7,367	7,000	90,894	(6,894)
Conference/Training	6,000	125	-	-	-	395	-	-	-	2,934	-	-	-	3,454	2,546
<b>Total Administrative</b>	<b>940,166</b>	<b>62,110</b>	<b>68,817</b>	<b>59,327</b>	<b>81,988</b>	<b>86,138</b>	<b>67,020</b>	<b>66,949</b>	<b>79,256</b>	<b>88,882</b>	<b>71,080</b>	<b>60,779</b>	<b>116,183</b>	<b>908,530</b>	<b>31,636</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	Actual Mar-22	Actual Apr-22	Actual May-22	Actual Jun-22	Actual Jul-22	Actual 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	38,465	38,465	38,465	39,170	39,170	39,170	40,010	466,940	13,184
Landscape-Contingency	136,000	19,260	74,917	12,903	11,840	-	-	-	(705)	-	-	7,200	11,337	136,752	(752)
Park Maintenance	84,425	6,855	664	2,183	420	749	1,121	20	5,145	543	2,660	2,875	7,040	30,274	54,161
Well Maintenance	50,000	-	-	1,035	-	1,035	3,669	1,035	1,827	1,035	-	3,456	4,163	17,255	32,745
Park Utilities	18,000	524	478	414	568	896	737	783	772	851	825	981	1,500	9,329	8,671
Security	138,600	8,105	8,185	9,220	8,700	7,820	11,540	9,540	9,190	4,500	9,930	5,900	11,550	104,180	34,420
Irrigation Repairs	31,550	295	140	71	-	-	-	257	670	355	551	1,772	2,631	6,743	24,807
Pond Restoration	60,000	-	-	-	4,990	-	5,923	-	705	-	14,377	-	5,000	30,995	29,006
Park Equipment	20,000	-	-	-	-	-	-	-	-	-	-	-	20,000	20,000	-
Trail Maintenance	3,000	-	-	-	-	-	-	-	-	-	-	-	3,000	3,000	-
Fence Repair	15,000	-	-	2,100	-	-	-	-	-	-	-	-	15,000	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>48,965</b>	<b>61,453</b>	<b>50,100</b>	<b>56,069</b>	<b>46,454</b>	<b>67,513</b>	<b>61,354</b>	<b>121,231</b>	<b>842,567</b>	<b>194,132</b>
<b>OTHER</b>															
Meeting Expenses	150	-	-	-	-	-	-	-	-	-	-	-	14	14	136
Nightwatchman	18,000	1,385	1,385	1,384	1,385	1,385	1,385	1,385	1,385	1,385	1,385	1,385	1,500	16,737	1,263
Miscellaneous	7,121	567	732	530	1,028	886	955	811	1,129	777	1,561	781	598	10,354	(3,233)
Garbage Collection	806,760	67,417	67,438	67,458	67,458	67,492	67,507	67,541	67,541	67,541	67,541	67,562	67,230	809,727	(2,967)
Public Notices	4,000	-	-	-	-	-	-	-	-	-	-	-	4,000	4,000	-
Newsletter/Mail Outs	2,500	-	-	-	-	-	-	-	-	-	-	570	212	782	1,718
Signage	2,000	-	-	-	-	-	-	-	-	-	-	-	2,000	2,000	-
Event Supplies	3,000	-	-	-	-	-	-	-	-	-	-	-	3,000	3,000	-
Telephone	4,200	221	224	224	222	223	223	1,005	666	673	687	681	350	5,400	(1,200)
<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>69,986</b>	<b>70,070</b>	<b>70,743</b>	<b>70,722</b>	<b>70,376</b>	<b>71,174</b>	<b>70,979</b>	<b>78,904</b>	<b>852,014</b>	<b>(4,283)</b>
<b>Total Expenditures</b>	<b>6,954,448</b>	<b>440,742</b>	<b>509,365</b>	<b>454,223</b>	<b>453,477</b>	<b>416,085</b>	<b>448,757</b>	<b>443,782</b>	<b>444,227</b>	<b>470,618</b>	<b>500,086</b>	<b>464,730</b>	<b>723,503</b>	<b>5,769,596</b>	<b>1,184,852</b>
<b>Operating Excess/(Deficiency)</b>	<b>174,392</b>	<b>(32,365)</b>	<b>(45,824)</b>	<b>1,741,628</b>	<b>1,018,461</b>	<b>(57,647)</b>	<b>205,197</b>	<b>(108,016)</b>	<b>(71,957)</b>	<b>(89,960)</b>	<b>(141,611)</b>	<b>(720)</b>	<b>(368,060)</b>	<b>2,049,442</b>	<b>1,875,050</b>
<b>CAPITAL OUTLAY</b>															
Design & Planning (SM & Wildflower)	140,000	-	-	-	-	-	-	-	-	-	-	-	140,000	140,000	-
Sellers Meadow Park/Admin Bldg	3,599,763	186,375	235,870	17,463	427,627	30,950	108,950	82,051	78,171	21,584	78,042	54,952	2,277,726	3,599,763	0
Wildflower Park Pavilion (70%)	1,245,237	179,474	232,882	14,624	425,562	30,579	107,785	76,776	51,556	1,498	76,059	48,440	0	1,245,238	(1)
Tree Program	60,000	-	-	-	-	-	-	-	-	-	-	-	60,000	60,000	-
Trail Conversion	60,000	-	-	-	-	-	-	-	-	-	-	-	60,000	60,000	-
<b>Total Capital Outlay</b>	<b>5,105,000</b>	<b>365,849</b>	<b>468,752</b>	<b>32,088</b>	<b>853,189</b>	<b>61,530</b>	<b>216,736</b>	<b>158,828</b>	<b>129,727</b>	<b>23,082</b>	<b>154,101</b>	<b>103,393</b>	<b>2,537,726</b>	<b>5,105,001</b>	<b>(1)</b>
<b>Total Expenses &amp; Park CIP</b>	<b>12,059,448</b>	<b>806,591</b>	<b>978,117</b>	<b>486,311</b>	<b>1,306,666</b>	<b>477,615</b>	<b>665,492</b>	<b>602,610</b>	<b>573,954</b>	<b>493,700</b>	<b>654,187</b>	<b>568,123</b>	<b>3,261,230</b>	<b>10,874,597</b>	<b>1,184,851</b>
<b>Net Revenues/(Deficit)</b>	<b>(4,930,608)</b>	<b>(398,213)</b>	<b>(514,575)</b>	<b>1,709,543</b>	<b>165,275</b>	<b>(119,173)</b>	<b>(11,528)</b>	<b>(266,826)</b>	<b>(201,649)</b>	<b>(112,993)</b>	<b>(295,640)</b>	<b>(104,018)</b>	<b>(2,905,762)</b>	<b>(3,055,559)</b>	<b>1,875,049</b>

Northtown M.U.D.  
A/P Aging Summary  
As of August 31, 2022

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
1836 Realty Property Management	0.00	142.41	0.00	0.00	0.00	142.41
360 Professional Services, Inc.	10,679.40	0.00	0.00	0.00	0.00	10,679.40
Alterman, Inc.	1,386.00	2,070.00	0.00	0.00	0.00	3,456.00
Armbrust & Brown, P.L.L.C.	12,085.79	0.00	0.00	0.00	0.00	12,085.79
Ashley, N.	0.00	27.22	0.00	0.00	0.00	27.22
AT&T	1,571.99	0.00	0.00	0.00	0.00	1,571.99
AT&T (Internet)	79.88	0.00	0.00	0.88	0.00	79.88
Bold Brick, LTD	0.00	105.04	0.00	0.00	0.00	105.04
Booth, Hunter	0.00	122.50	0.00	0.00	0.00	122.50
Bott & Douthitt, P.L.L.C.	5,500.00	0.00	0.00	0.00	0.00	5,500.00
Braun, Jordan	0.00	31.43	0.00	0.00	0.00	31.43
Bravo, Angelica	0.00	74.24	0.00	0.00	0.00	74.24
Brenntag Southwest	0.00	13,378.76	0.00	0.00	0.00	13,378.76
Brixius, David	0.00	113.77	0.00	0.00	0.00	113.77
Chambers, Sheila	0.00	45.59	0.00	0.00	0.00	45.59
Charter Communications	146.05	0.00	0.00	0.00	0.00	146.05
City of Austin	196,365.45	0.00	0.00	0.00	0.00	196,365.45
City of Round Rock Environmental Services	200.00	0.00	0.00	0.00	0.00	200.00
Crossroads Utility Services	50,167.79	0.00	0.00	0.00	0.00	50,167.79
Dykes, Dave	0.00	3.23	0.00	0.00	0.00	3.23
Farley McLaughlin, Caroline	0.00	57.15	0.00	0.00	0.00	57.15
Faz, Martha	0.00	68.56	0.00	0.00	0.00	68.56
Global Equipment Company, Inc.	0.00	2,505.00	0.00	0.00	0.00	2,505.00
Guerin Property Services	0.00	60.04	0.00	0.00	0.00	60.04
Hall, Karen	0.00	135.70	0.00	0.00	0.00	135.70
Hartman, Angie	0.00	89.64	0.00	0.00	0.00	89.64
Johnson, Charles	0.00	180.70	0.00	0.00	0.00	180.70
Keller, Nathan	0.00	92.87	0.00	0.00	0.00	92.87
Kennedy Jenks	0.00	11,061.25	0.00	0.00	0.00	11,061.25
Kim, Naae	0.00	107.17	0.00	0.00	0.00	107.17
Kirby, Laura	0.00	93.97	0.00	0.00	0.00	93.97
Lartigue, Rebecca	0.00	73.94	0.00	0.00	0.00	73.94
Le, Dat	0.00	41.52	0.00	0.00	0.00	41.52
Love, Jamaree	0.00	22.55	0.00	0.00	0.00	22.55
Moran, Melanie	0.00	39.97	0.00	0.00	0.00	39.97
National Business Furniture	3,296.40	0.00	0.00	0.00	0.00	3,296.40
Nguyen, Sandy	0.00	72.18	0.00	0.00	0.00	72.18
Oxford at Palo Alto	0.00	462.02	0.00	0.00	0.00	462.02
Pheto, Brent	0.00	29.79	0.00	0.00	0.00	29.79
Pietersz, Michael	0.00	85.17	0.00	0.00	0.00	85.17
Ramon, Jennifer	0.00	98.44	0.00	0.00	0.00	98.44
Ramona Oliver	336.85	0.00	0.00	0.00	0.00	336.85
Roadrunner Inspection Services	7,480.00	0.00	0.00	0.00	0.00	7,480.00
Shearfield, Kyle	0.00	11.46	0.00	0.00	0.00	11.46
Snider, Judith	0.00	211.67	0.00	0.00	0.00	211.67
Sommer, Nathaniel	0.00	70.94	0.00	0.00	0.00	70.94
STR Constructors, LLC	40,950.00	0.00	0.00	0.00	0.00	40,950.00
Tabrizi, Mona	0.00	112.67	0.00	0.00	0.00	112.67
Texas Disposal Systems, Inc.	67,562.00	0.00	0.00	0.00	0.00	67,562.00
TexaScapes	672.80	348.91	0.00	0.00	0.00	1,021.71
TML Health	0.00	(2,911.90)	0.00	0.00	0.00	(2,911.90)
Tran, David	0.00	66.61	0.00	0.00	0.00	66.61
Travis County Sheriff's Department	1,600.00	0.00	0.00	0.00	0.00	1,600.00
Truong, Tiffany	0.00	98.44	0.00	0.00	0.00	98.44
Viet, Tham	0.00	382.86	0.00	0.00	0.00	382.86
Wear, Linda	0.00	88.86	0.00	0.00	0.00	88.86
Wells Branch Municipal Utility District	253.13	0.00	0.00	0.00	0.00	253.13
<b>TOTAL</b>	<b>400,333.53</b>	<b>29,972.34</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>430,305.87</b>

See Accountants' Report.

**Northtown Municipal Utility District  
OTHER DEPOSITS SUMMARY  
August 31, 2022**

Description	Amount
VILLAGE AT NORTHTOWN	\$ 9,684.86
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	(1,716.70)
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	954.20
VILLAGES AT NORTHTOWN - YENTAI	765.60
DESSAU RETAIL - ACR	1,170.30
VILLAGES - MULTI-FAMILY WB PKWY	(983.30)
VILLAGE AT NT - KIOSK	10,000.00
HEATHERWILDE MULTI FAMILY	403.37
VILLAGES - AVALONBAY MF	3,118.10
LAKES RETAIL - SPLENDID	1,959.40
Total Other Deposits	<u>\$ 51,703.95</u>

See Accountants' Report.

**Northtown Municipal Utility District**  
**VILLAGE AT NORTHTOWN / TX PROTAX DEPOSITS**  
**August 31, 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)
08/31/22	360 Professional Services, Inc. - #3242	VILLAGE AT NTWN	(270.30)
		Escrow Balance	\$ 9,684.86

**Northtown Municipal Utility District  
Riverside Resources Deposit  
August 31, 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  
August 31, 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  
August 31, 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  
 August 31, 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  
August 31, 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  
August 31, 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  
August 31, 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. / 104303	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			\$ 3,383.66

**Northtown Municipal Utility District  
Villas at Tech Ridge  
August 31, 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  
August 31, 2022**

DATE	VENDOR / INVOICE #	DESCRIPTION	AMOUNT
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)
03/31/22	360 Professional Services #3079	Edenbrook Ridge	(270.30)
04/30/22	360 Professional Services #3151	Edenbrook Ridge	(1,081.20)
06/30/22	360 Professional Services #3174	Edenbrook Ridge	(1,351.50)
	360 Professional Services #3207	Edenbrook Ridge	(270.30)
	360 Professional Services #3239	Edenbrook Ridge	(1,351.50)
		TOTAL DEPOSIT	<u>\$ (1,716.70)</u>

**Northtown Municipal Utility District  
Heatherwilde Retail Center  
August 31, 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  
August 31, 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  
August 31, 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  
August 31, 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.  
August 31, 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  
August 31, 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)
03/31/22	360 Professional Services - 3080	KB Homes - Villages at NT	(1,946.04)
03/31/22	Armbrust & Brown, PLLC-181180	KB Homes - Villages at NT	(655.50)
04/30/22	360 Professional Services - 3117	KB Homes - Villages at NT	(540.60)
04/30/22	Armbrust & Brown, PLLC-182320	KB Homes - Villages at NT	(969.00)
05/31/22	360 Professional Services - 3152	KB Homes - Villages at NT	(810.90)
06/30/22	Armbrust & Brown, PLLC-183767	KB Homes - Villages at NT	(598.50)
06/30/22	360 Professional Services - 3175	KB Homes - Villages at NT	(1,892.10)
07/26/22	Invoice #1324		12,098.94
07/31/22	Armbrust & Brown, PLLC-184513	KB Homes - Villages at NT	(1,072.50)
07/31/22	360 Professional Services - 3208	KB Homes - Villages at NT	(1,351.50)
08/31/22	360 Professional Services - 3240	KB Homes - Villages at NT	(1,621.80)
TOTAL DEPOSIT			\$ 954.20

**Northtown Municipal Utility District  
Villages at Northtown - Yentai  
August 31, 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  
August 31, 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.  
August 31, 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)
03/31/22	360 Professional Services - 3082		(810.90)
04/30/22	360 Professional Services - 3120		(1,081.20)
07/31/22	360 Professional Services - 3210		(270.30)
08/31/22	360 Professional Services - 3243		(540.60)
TOTAL DEPOSIT			<u>\$ (983.30)</u>

**Northtown Municipal Utility District  
Village at Northtown - Kiosk  
August 31, 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  
August 31, 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  
August 31, 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)
06/30/22	360 Professional Services - 3177	Villages - AvalonBay MF	(270.30)
08/31/22	360 Professional Services - 3241	Villages - AvalonBay MF	(1,081.20)
		TOTAL DEPOSIT	<u>\$ 3,118.10</u>

**Northtown Municipal Utility District  
Lakes Retail - Splendid  
August 31, 2022**

DATE	VENDOR / INVOICE #	DESCRIPTION	AMOUNT
04/30/22	Deposit		2,500.00
04/30/22	360 Professional Services - 3118	Villages - AvalonBay MF	(540.60)
		TOTAL DEPOSIT	<u>\$ 1,959.40</u>

**Northtown M.U.D.  
Write Off Summary  
8/31/2022**

	Write Offs	Collections
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
3/31/2022	-	23.06
4/30/2022	156.90	-
5/31/2022	1,070.12	-
6/30/2022	732.92	78.09
7/31/2022	327.98	54.33
8/31/2022	1,773.74	-
<b>Total</b>	<b>\$ 158,421.97</b>	<b>\$ 9,368.59</b>

See Accountants' Report.

**Northtown Municipal Utility District  
Credit Card Transaction History  
August 31, 2022**

Month	No. of Sales	Total Credit Card Sales	Credit Card Fees
October-17	2028	224,428.15	7,050.61
November-17	2017	229,825.06	7,202.19
December-17	1744	196,345.31	6,158.47
January-18	1995	224,381.39	7,085.75
February-18	1889	195,236.14	6,136.74
March-18	2015	226,704.72	7,107.65
April-18	1961	194,778.05	6,159.65
May-18	2099	232,395.24	7,340.16
June-18	2008	212,161.55	6,704.81
July-18	1900	219,001.23	6,920.89
August-18	2157	250,463.89	7,908.95
September-18	1729	198,373.43	6,270.76
October-18	2102	247,267.32	7,651.49
November-18	2125	212,229.42	6,864.10
December-18	1815	176,397.63	5,581.58
January-19	2173	244,143.89	7,710.52
February-19	1935	203,826.62	6,437.51
March-19	2125	237,799.95	7,512.32
April-19	1735	153,262.31	4,868.08
May-19	1986	197,925.79	6,293.26
June-19	2090	205,798.67	6,536.19
July-19	2050	213,381.58	6,778.87
August-19	1983	207,051.29	6,578.49
September-19	1942	207,281.87	6,586.88
October-19	2172	255,679.20	8,167.17
November-19	1805	198,054.42	6,342.12
December-19	1918	227,725.38	7,304.88
January-20	2130	230,098.83	7,490.36
February-20	1879	191,546.96	6,395.79
March-20	1956	199,342.81	6,630.32
April-20	1863	162,509.88	5,439.62
May-20	1946	216,305.15	7,151.51
June-20	1949	234,373.42	7,761.40
July-20	1781	177,844.17	5,862.33
August-20	1548	173,618.74	5,225.96
September-20	1614	217,261.56	6,552.02
October-20	1792	224,220.07	6,795.35
November-20	1731	204,338.19	6,252.41
December-20	1854	211,276.61	6,414.87
January-21	1933	191,406.94	5,819.86
February-21	1723	193,913.20	5,893.22
March-21	1911	188,784.36	5,736.28
April-21	1825	197,494.26	6,190.66
May-21	1924	219,960.64	6,677.13
June-21	2041	264,783.80	8,037.30
July-21	2074	236,922.93	7,186.65
August-21	2050	212,399.16	6,446.36
September-21	2052	284,206.69	8,613.59
October-21	2030	245,580.48	7,462.82
November-21	2031	263,673.19	7,936.72
December-21	2114	243,030.44	7,365.43
January-22	2211	254,963.89	7,736.01
February-22	1919	202,322.81	6,162.29
March-22	2368	260,510.59	7,911.56
April-22	2309	262,529.96	7,996.97
May-22	2088	224,188.26	6,822.89
June-22	2389	287,765.47	8,719.45
July-22	2356	276,851.21	8,403.24
August-22	2232	242,125.09	7,367.09

Northtown M.U.D.  
**Payroll Summary - Directors**  
 October 1, 2021 through September 27, 2022

	Amaro, Felix T	Campbell, Robin	Capers, Christopher B.	TOTAL
Employee Wages, Taxes and Adjustm...				
Gross Pay				
Director Fees	3,600.00	1,350.00	2,400.00	7,350.00
Total Gross Pay	3,600.00	1,350.00	2,400.00	7,350.00
Adjusted Gross Pay	3,600.00	1,350.00	2,400.00	7,350.00
Taxes Withheld				
Medicare Employee	(52.21)	(19.57)	(34.80)	(106.58)
Social Security Employee	(223.20)	(83.70)	(148.80)	(455.70)
Total Taxes Withheld	(275.41)	(103.27)	(183.60)	(562.28)
Additions to Net Pay				
Reimbursement - CASE Convention	0.00	0.00	1,162.72	1,162.72
Total Additions to Net Pay	0.00	0.00	1,162.72	1,162.72
Net Pay	3,324.59	1,246.73	3,379.12	7,950.44
Employer Taxes and Contributions				
Medicare Company	52.21	19.57	34.80	106.58
Social Security Company	223.20	83.70	148.80	455.70
Total Employer Taxes and Contributions	275.41	103.27	183.60	562.28

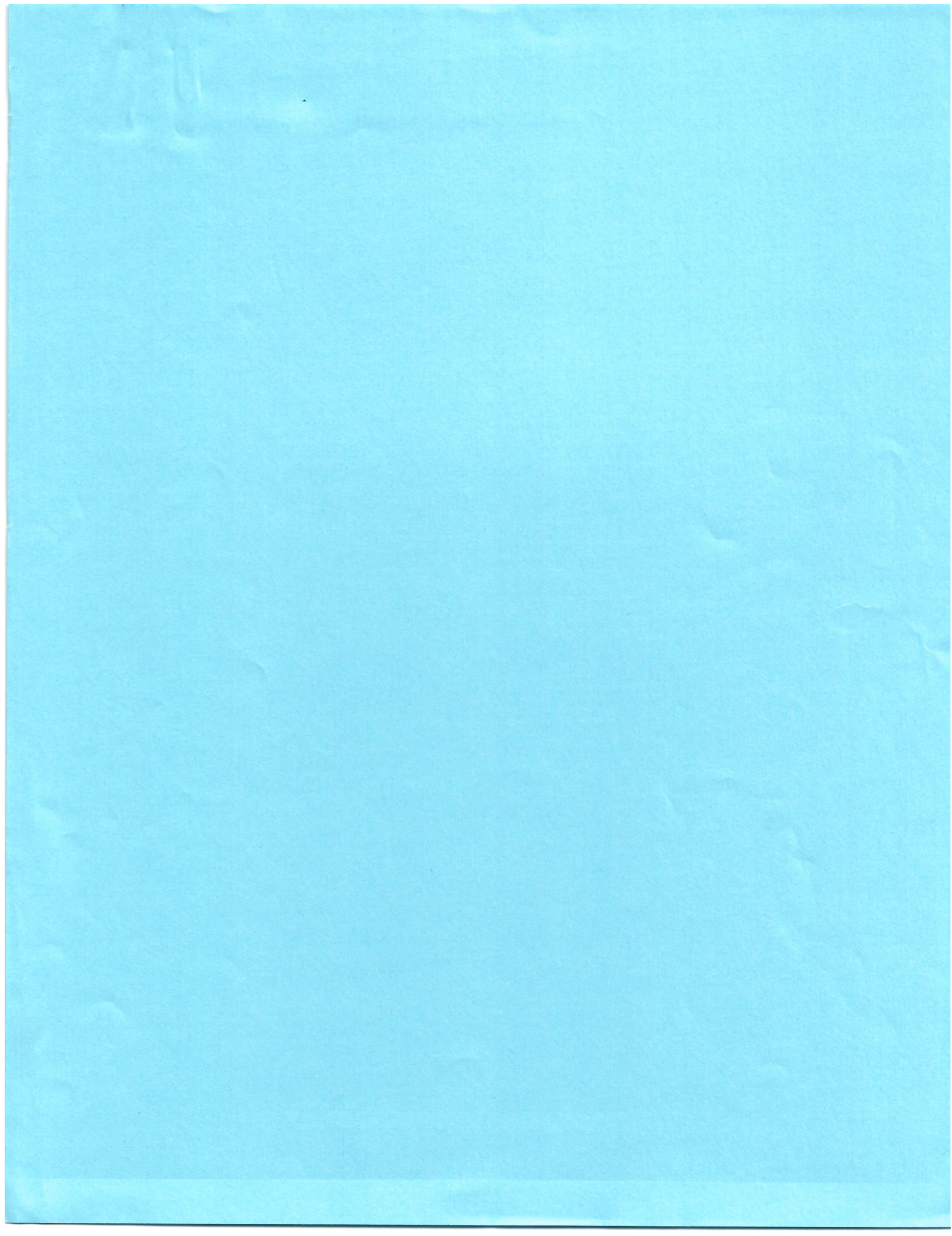
See Accountants' Report.

Northtown M.U.D.  
Payroll Summary - Security

August 2022

	Gonzalez, Oscar Z	Hall, Jean-Christophe V	Heard, Brad L	Reilly, Neil	Ribsam, John J	Segovia III, Jose P.	Williams, Christophe C	Yarborough, Colton L	TOTAL
Employee Wages, Taxes and Adjustme...									
Gross Pay									
Security Coordinator	300.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	300.00
Security Hourly	0.00	1,500.00	300.00	300.00	900.00	900.00	600.00	600.00	5,100.00
Total Gross Pay	300.00	1,500.00	300.00	300.00	900.00	900.00	600.00	600.00	5,400.00
Adjusted Gross Pay	300.00	1,500.00	300.00	300.00	900.00	900.00	600.00	600.00	5,400.00
Taxes Withheld									
Federal Withholding	0.00	(48.00)	(12.00)	0.00	(54.00)	(10.00)	0.00	0.00	(124.00)
Medicare Employee	(4.35)	(21.75)	(4.35)	(4.35)	(13.05)	(13.05)	(8.70)	(8.70)	(78.30)
Social Security Employee	(18.60)	(93.00)	(18.60)	(18.60)	(55.80)	(55.80)	(37.20)	(37.20)	(334.80)
Total Taxes Withheld	(22.95)	(162.75)	(34.95)	(22.95)	(122.85)	(78.85)	(45.90)	(45.90)	(537.10)
Net Pay	277.05	1,337.25	265.05	277.05	777.15	821.15	554.10	554.10	4,862.90
Employer Taxes and Contributions									
Medicare Company	4.35	21.75	4.35	4.35	13.05	13.05	8.70	8.70	78.30
Social Security Company	18.60	93.00	18.60	18.60	55.80	55.80	37.20	37.20	334.80
Total Employer Taxes and Contributions	22.95	114.75	22.95	22.95	68.85	68.85	45.90	45.90	413.10

See Accountants' Report.



**Northtown Municipal Utility District  
Committee List**

**Budget, Finance & Rates**

Directors – Robin Campbell, Felix Amaro

**Communications**

Directors – Robin Campbell, Lee Hill

**Utilities & Services**

Directors – Brenda Richter, Lee Hill

**Facilities**

Directors – Brenda Richter, Lee Hill

**Legal\Security**

Directors – Felix Amaro, Chris Capers

**Development**

Directors – Brenda Richter, Chris Capers