

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

March 23, 2021

THE STATE OF TEXAS       §  
  §  
COUNTY OF TRAVIS       §

A meeting of the Board of Directors of Northtown Municipal Utility District was held via video conference call pursuant to Section 551.127, Texas Government Code, as modified temporarily by Governor Greg Abbott, and pursuant to the related guidance from the office of the Texas Attorney General in connection with the Governor’s COVID-19 Disaster Proclamation. Notice of the meeting was given as required by the Texas Open Meetings Act. A copy of the Certificate of Posting of the notice is attached as **Exhibit “A”**. The meeting was open to the public via the website link provided in the meeting notice. An electronic agenda packet for the meeting was provided online via the link included in the meeting notice and the meeting was recorded and made available at the same link.

The following members of the Board were present, constituting a quorum:

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

Also present at the meeting were Mona Oliver, the District manager; Allen Douthitt of Bott & Douthitt, PLLC (“*Bott & Douthitt*”); Scott Foster of 360 Professional Services, Inc. (“*360 PSI*”); Robert Anderson of Crossroads Utility Services LLC (“*Crossroads*”); Richard Fadal of TexaScapes; Deputy Oscar Gonzalez of the Travis County Sheriff’s Office (“*TCSO*”); Barnaby Evans of Fatter & Evans Architects, Inc. (“*Fatter & Evans*”); Carter Dean of Armbrust & Brown, PLLC (“*A&B*”); Gilbert Bolding of STR Constructors, LLC ; and Mike Howe, Nick Perkins, and Trevor Stokes of Travis County Emergency Services District No. 2 (“*ESD No. 2*”).

Director Richter called the meeting to order at 5:46 p.m. and stated that the Board would first receive resident communications and Board member announcements. Mr. Howe informed the Board that the election to authorize creation of an emergency services overlay district would take place on May 1<sup>st</sup>. He explained that such a district was needed to adequately fund the EMS transport services that ESD No. 2 provided to its constituents. Mr. Perkins next addressed the Board, stating that funding the creation of the emergency services overlay district would enable ESD No. 2 to continue to provide fast EMS response times, despite the rapidly increasing population in the north Austin area. Mr. Stokes then stated that ESD No. 2 was approximately 25% less well funded than the average municipal fire department, and that the creation of the overlay district was in part necessary to fund additional ambulances. Director Hill stated, in his personal capacity, that he opposed the creation of the proposed overlay district. He stated that it would effectively result in a third tax on Northtown residents for purposes of funding the local fire department, which he believed was excessive.

Director Richter next stated that the Board would consider approving the consent items on the agenda, which included the minutes of the February 23, 2021 and March 9, 2021 Board

meetings. Upon motion by Director Capers and second by Director Campbell, the Board voted unanimously to approve the minutes.

Director Richter then stated that the Board would consider the items on the agenda related to the District's response to the COVID-19 pandemic. Ms. Oliver reported that, pursuant to Governor Greg Abbott's recent executive order, the Security and Public Safety Subcommittee had decided to open all District facilities beginning on March 10<sup>th</sup>. She stated that the only facilities that remained closed were the pavilion restrooms, but that their closure was due to the repair of a broken pipe, rather than COVID-19 concerns. Mr. Dean reminded the Board that it had previously extended its policy delaying water disconnects and late fees due to nonpayment of utility bills through May 31, 2021. Mr. Dean then asked Mr. Douthitt whether the extension of this policy was sustainable from a financial perspective. Mr. Douthitt stated that he was not concerned with the policy's financial effect on the District, since the amount of aged receivables was not high and the District's budget accounted for a loss of late fee revenue. Director Hill asked Ms. Oliver and Deputy Gonzalez to resume sending violation letters and tagging cars for expired registration following the expiration of the COVID-19 related grace period in mid-April.

Director Richter next stated that the Board would receive the security report and recognized Deputy Gonzalez. Deputy Gonzalez presented the security report, attached as **Exhibit "B"**, and reported that four minor thefts and one vandalism had occurred in February. He then stated that the number of authorized patrol hours had been working well and he did not recommend any changes.

Director Richter next stated that the Board would receive the operations manager's report and recognized Mr. Anderson. Mr. Anderson reviewed Crossroads' report attached as **Exhibit "C"**, noting that all lab results had been satisfactory during the prior reporting period and the District had a reported water loss of 7.83%. Mr. Anderson reported that there were 3,138 active accounts for the month of February with 2 new connections. He then reported that he had four write-offs to present, as listed in Crossroads' report. Upon motion by Director Hill and second by Director Amaro, the Board voted unanimously to approve the write-offs presented. Mr. Anderson then reported that the recent winter storm had caused unusually high water use for most customers in February, and recommended that the month be dropped from the annual wastewater averaging period. After discussion, upon motion by Director Hill and second by Director Amaro, the Board voted unanimously to authorize Crossroads to exclude the month of February from the wastewater averaging period for the year.

Director Richter then stated that the Board would consider landscape maintenance matters and recognized Mr. Fadal. Mr. Fadal reviewed the landscape maintenance report attached as **Exhibit "D"** with the Board and stated that the District's landscaping generally looked good following the winter storm, but that he would soon take a more thorough accounting of the District's plants and trees and create a report detailing what survived, what didn't, and what he remained unsure about.

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 "E"**. Ms. Oliver reviewed the Restrictive Covenant Subcommittee report and the monthly expenditure report with the Board. Ms. Oliver next reviewed the Solid Waste Services report from Texas Disposal Services with the Board and stated that the Solid Waste Subcommittee would meet with Texas Disposal Services in April to discuss a handful of customer service issues. She then stated that the contract for construction of the District's new office building and pavilions had been awarded to STR Constructors by the New Facilities Construction Subcommittee, and that STR Constructors would break ground the

next week. Director Hill suggested that the District hold a ribbon cutting ceremony upon opening of the office, rather than an event for the groundbreaking. The Board generally agreed. Ms. Oliver stated that she would be present at the groundbreaking to take pictures. Mr. Bolding stated that his team was grateful for the opportunity and looked forward to getting started on construction.

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 "F"** and reviewed it with the Board. He recommended approval of the six transfers by check listed on page one of his report. Mr. Douthitt next reviewed the checks being presented for approval. Upon motion by Director Hill and second by Director Campbell, the Board voted unanimously to approve the transfers and the payment of bills and invoices as presented. Director Hill then asked that an item regarding homestead exemptions be placed on the agenda for the April Board meeting.

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 next announced that the Board would consider the wholesale water and wastewater rate challenge and recognized Mr. Dean. Mr. Dean stated that he had no update regarding negotiation of the wholesale water and wastewater contract with the City of Austin, but that Mr. Wilburn had informed him that no bills had been filed yet during the 2021 legislative session that would negatively affect the District's ability to appeal wholesale rates.

Director Richter recognized Mr. Dean for the purpose of receiving the attorney's report. Mr. Dean stated that all attorney directives had been completed and that he was in contact with representatives of Austin Water regarding the lack of communication on the part of the City of Austin regarding the boil water notice issued during the winter storm. He then presented the Confidentiality and Non-Disclosure Agreement with CDM Smith, Inc. attached as **Exhibit "G"** and explained that it prohibited CDM Smith, Inc. from disclosing any materials related to the work it was performing for the District for compliance with America's Water Infrastructure Act of 2018. Upon motion by Director Amaro and second by Director Hill, the Board voted unanimously to approve the agreement with CDM Smith, Inc.

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 "H"**. Mr. Foster reported that the Village at Northtown multifamily project at North Wells Branch had begun construction. He next reported that he had submitted the District's annual MS4 report for 2020 to the Texas Commission on Environmental Quality and that he was in the process of scheduling inspections of the District's ponds. He then stated that the contractor for the Dessau force main project had finally received all of the permits that it needed from the City of Austin prior to beginning construction, and that, as a result, construction would begin the following week. Mr. Foster next stated that he had received the site plans from the developer of the Edenbrook Ridge multifamily development, and that he believed they complied with the restrictive covenants that would be recorded on the property. Director Campbell stated that the review and approval process with respect to the Edenbrook Ridge development had been more restrictive than in the past, due to legal limitations and the fact that the developer had not asked for any variances. He then stated that he recommended approval of the restrictive covenants for recording and approval of the site plans for compliance with the restrictive covenants. After discussion, upon motion by Director Capers and second by Director Hill, the Board voted unanimously to approve the restrictive covenants, the general form of which is attached as **Exhibit "I"**, and the site plans for compliance with the restrictive covenants.

Director Richter then stated that the Board would consider future agenda items and the District's meeting schedule. The Board generally agreed to hold its next meeting by video conference.

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



*Chris Capers*

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Christopher Capers, Secretary  
Board of Directors

Date: April 27, 2021



**REFERENCE NUMBER**  
5CAD3FB5-91B2-4CFD-9B0A-391C6520E866

**SIGNATURE CERTIFICATE**

TRANSACTION DETAILS	DOCUMENT DETAILS
<p><b>Reference Number</b> 5CAD3FB5-91B2-4CFD-9B0A-391C6520E866</p> <p><b>Transaction Type</b> Signature Request</p> <p><b>Sent At</b> 04/29/2021 11:22 EDT</p> <p><b>Executed At</b> 04/29/2021 11:34 EDT</p> <p><b>Identity Method</b> email</p> <p><b>Distribution Method</b> email</p> <p><b>Signed Checksum</b> 12e222f9f6b7a70b30c9c14c9e6c309610793108c470b0df950dbw25f9a314f8</p>	<p><b>Document Name</b> March 23 2021 Meeting Minutes</p> <p><b>Filename</b> march_23_2021_meeting_minutes.pdf</p> <p><b>Pages</b> 4 pages</p> <p><b>Content Type</b> application/pdf</p> <p><b>File Size</b> 110 KB</p> <p><b>Original Checksum</b> 10a428ecc2049nc51ba1f71b6e9cc5f14e7224284667ced95f62137be5ce1b</p>
<p><b>Signer Sequencing</b> Disabled</p> <p><b>Document Passcode</b> Disabled</p>	

**SIGNERS**

SIGNER	E-SIGNATURE	EVENTS
<p><b>Name</b> Chris Capers</p> <p><b>Email</b> ntmudchris@gmail.com</p> <p><b>Components</b> 1</p>	<p><b>Status</b> signed</p> <p><b>Multi-factor Digital Fingerprint Checksum</b> 612b7e2eb5c409e092c58c998e6e4f1006f64e2cbe3311eaf1ud7740057495</p> <p><b>IP Address</b> 66.90.239.66</p> <p><b>Device</b> Chrome via Windows</p> <p><b>Typed Signature</b> <i>Chris Capers</i></p> <p><b>Signature Reference ID</b> 8EAF234</p>	<p><b>Viewed At</b> 04/29/2021 11:34 EDT</p> <p><b>Identity Authenticated At</b> 04/29/2021 11:34 EDT</p> <p><b>Signed At</b> 04/29/2021 11:34 EDT</p>

**AUDITS**

TIMESTAMP	AUDIT
04/29/2021 11:22 EDT	Michelle Johnson (majohnson@abaustin.com) created document 'march_23_2021_meeting_minutes.pdf' on Chrome via Windows from 63.145.58.202.
04/29/2021 11:22 EDT	Chris Capers (ntmudchris@gmail.com) was emailed a link to sign.
04/29/2021 11:34 EDT	Chris Capers (ntmudchris@gmail.com) viewed the document on Chrome via Windows from 66.90.239.66.
04/29/2021 11:34 EDT	Chris Capers (ntmudchris@gmail.com) authenticated via email on Chrome via Windows from 66.90.239.66.
04/29/2021 11:34 EDT	Chris Capers (ntmudchris@gmail.com) signed the document on Chrome via Windows from 66.90.239.66.

**CERTIFICATE OF POSTING OF MEETING PACKET FOR  
NORTHTOWN MUNICIPAL UTILITY DISTRICT  
ON  
THE DISTRICT'S DATABASE AT THE FOLLOWING LINK:**


<https://abaustin.sharefile.com/share/view/sd538f44a2d14aa28/fo31e8cc-d58a-42c8-b882-63fo2edc8899>

THE STATE OF TEXAS       §  
  §  
COUNTY OF TRAVIS       §

I, D. Pederson, hereby certify that at 1:24 p.m. on March 16, 2021, I posted a copy of the attached meeting packet for a meeting of the Board of Directors of Northtown Municipal Utility District on the District's Database at the link specified above.

I understand that the meeting will be held via telephone conference call pursuant to Section 551.125 of the Texas Government Code, that the meeting packet was posted in order to comply with the Open Meetings provisions of Chapter 551 of the Government Code, as modified temporarily by Governor Greg Abbott, and the related guidance from the Office of the Texas Attorney General, in connection with the Governor's COVID-19 Disaster Proclamation, and that the Board of Directors of Northtown Municipal Utility District will rely on this certificate in determining whether the provisions of Chapter 551 of the Government Code, as modified temporarily, have been satisfied.

Witness my signature this 16<sup>th</sup> day of March, 2021.

Signature: 

Printed Name: D. Pederson

Company: Armbrust & Brown, PLLC

CERTIFICATE OF PROVISION OF NOTICE OF MEETING FOR  
NORTHTOWN MUNICIPAL UTILITY DISTRICT  
TO THE TRAVIS COUNTY CLERK'S OFFICE


THE STATE OF TEXAS       §

COUNTY OF TRAVIS       §

I, D. Pederson, hereby certify that at 1:23 p.m. on March 16, 2021, I provided a copy of the attached notice of meeting of the Board of Directors of Northtown Municipal Utility District to the Travis County Clerk's office located at 5501 Airport Blvd., Austin, Texas for subsequent posting in accordance with Section 551.054 of the Texas Government Code.

I understand that the attached notice was provided to the County Clerk in order to comply with the Open Meetings provision of Chapter 551 of the Texas Government Code and that the Board of Directors of Northtown Municipal Utility District will rely on this certificate in determining whether the provisions of Chapter 551 of the Government Code have been satisfied.

Witness my signature this 16th day of March, 2021.

  
\_\_\_\_\_  
Printed Name: D. Pederson  
Company: Armbrust & Brown PLLC

**CERTIFICATE OF POSTING FOR  
NORTHTOWN MUNICIPAL UTILITY DISTRICT  
AT  
(1) 14401 Harris Ridge Blvd. (park pavilion)  
(2) 1421 Wells Branch Parkway, Suite 106 (district office)  
PFLUGERVILLE, TEXAS 78660**

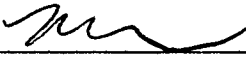
THE STATE OF TEXAS       §

COUNTY OF TRAVIS       §

I, Monc Oliver, hereby certify that at 12:15 p.m. on March 17, 2021, I posted a copy of the attached notice of meeting of the Board of Directors of Northtown Municipal Utility District at a place readily accessible and convenient to the public within the boundaries of the District at the locations noted above.

I understand that the notice was posted in order to comply with the Open Meetings provisions of Chapter 551 of the Government Code and that the Board of Directors of Northtown Municipal Utility District will rely on this certificate in determining whether the provisions of Chapter 551 of the Government Code have been satisfied.

Witness my signature this 17<sup>th</sup> day of March, 2021.

  
\_\_\_\_\_  
Printed Name: Monc Oliver  
Company: Northtown M.U.D.


**CERTIFICATE OF POSTING OF MEETING PACKET FOR  
NORTHTOWN MUNICIPAL UTILITY DISTRICT  
ON  
[www.northtownmud.org](http://www.northtownmud.org)**

THE STATE OF TEXAS     §  
  §  
COUNTY OF TRAVIS     §

I, Robin Campbell, hereby certify that at 7:35 p.m. on MARCH 16, 2021, I posted a copy of the attached meeting packet for a meeting of the Board of Directors of Northtown Municipal Utility District on [www.northtownmud.org](http://www.northtownmud.org) for posting.

I understand that the meeting will be held via telephone conference call pursuant to Section 551.125 of the Texas Government Code, that the meeting packet was posted in order to comply with the Open Meetings provisions of Chapter 551 of the Government Code, as modified temporarily by Governor Greg Abbott, and the related guidance from the Office of the Texas Attorney General, in connection with the Governor's COVID-19 Disaster Proclamation, and that the Board of Directors of Northtown Municipal Utility District will rely on this certificate in determining whether the provisions of Chapter 551 of the Government Code, as modified temporarily, have been satisfied.

Witness my signature this 18 day of MARCH, 2021.

Signature:   
Printed Name: Robin Campbell  
Company: \_\_\_\_\_



**NORTHTOWN MUNICIPAL UTILITY DISTRICT  
AGENDA**

March 23, 2021

**STAYS IN FILE**

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

Notice is hereby given that the Board of Directors of Northtown Municipal Utility District will hold a meeting at **5 45 p m on Tuesday, March 23, 2021**

**THIS MEETING WILL BE HELD VIA WEBEX VIDEO CONFERENCE PURSUANT TO SECTION 551.127, TEXAS GOVERNMENT CODE, AS MODIFIED TEMPORARILY BY GOVERNOR GREG ABBOTT, AND THE RELATED GUIDANCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL, IN CONNECTION WITH THE GOVERNOR'S COVID-19 DISASTER PROCLAMATION**

**MEMBERS OF THE PUBLIC ARE ENTITLED TO PARTICIPATE IN AND TO ADDRESS THE BOARD OF DIRECTORS DURING THE MEETING THE FOLLOWING LINK MAY BE USED TO ACCESS THE MEETING BY VIDEO SYSTEM**

**<https://aimbiustandbiownpllc.my.webex.com/aimbiustandbiownpllc.my/j.php?MTID=m8af2b795768e46e0bc15cb21335265ea>**

**AFTER CLICKING THE LINK, PLEASE FOLLOW THE INSTRUCTIONS PROVIDED ON THE WEBPAGE TO ACCESS THE MEETING**

**ALTERNATIVELY, THE FOLLOWING INFORMATION MAY BE USED TO ACCESS THE MEETING BY TELEPHONE DIAL-IN NUMBER +1-408-418-9388, ACCESS CODE 1821992417, PASSCODE 34549582**

**AN ELECTRONIC AGENDA PACKET FOR THE MEETING IS AVAILABLE AT THE FOLLOWING LINK**

**<https://abaustinshaeifile.com/share/view/sd538f44a2d14aa28/fo31c8cc-d58a-42c8-b882-63fo2edc8899>**

**THIS MEETING WILL BE RECORDED AND, FOLLOWING THE MEETING, THE RECORDING WILL BE MADE AVAILABLE AT THE SAME LINK SPECIFIED ABOVE**

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

**PUBLIC INPUT**

- 1 Resident communications and Board member announcements,

## CONSENT ITEMS

*(These items may be considered and acted upon collectively Any of these items may be pulled for discussion upon the request of any member of the Board )*

- 2 Minutes of February 23, 2021 Board meeting,
- 3 Minutes of March 9, 2021 special Board meeting,

## DISCUSSION/ACTION ITEMS

- 4 District response to Coronavirus/COVID-19 and related protocol, policies, and procedures, including
  - (a) Utility matters, including disconnection and late fee policies,
  - (b) Use of District parks and recreational facilities,
  - (c) Any other action items related to the District's response to Coronavirus/COVID-19,
- 5 District security, including,
  - (a) Report from Travis County Sheriff's Department, including crime statistics,
  - (b) Security and Public Safety Subcommittee report, including purchase requests and related action items,
- 6 District operations manager and utility operator's report and related action items, including
  - (a) Utility operations and repairs,
  - (b) Billing report and write-offs,
- 7 Landscape maintenance report and related action items, including proposals
- 8 District manager's report and related action items, including
  - (a) Restrictive Covenant Subcommittee report, including covenant violations and enforcement actions,
  - (b) Monthly expenditure report,
  - (c) Reservation ledger,
  - (d) Solid waste services, including monthly report from Texas Disposal Services,
  - (e) Purchase requests and/or proposals,
  - (f) New Facility Construction Subcommittee report, including award of contract for construction of District office building and pavilions, or authorization of subcommittee to award contract,
- 9 District parks and recreational facilities and related action items, including
  - (a) Subcommittee report,
  - (b) Monthly expenditure report,
  - (c) Repairs and maintenance,

- 10 District engineer's report and related action items, including
  - (a) Development update, including,
    - (i) Pflugerville ISD tract,
    - (ii) Village at Northtown, Section 2 (Phase 1 and Phase 2 Single Family),
    - (iii) Village at Northtown, Section 2 (Condominiums), including
      - (A) Reimbursement agreement,
      - (B) Easement vacations/replacements,
    - (iv) Harris Ridge Extension Project,
    - (v) Village at Northtown Multifamily (North Wells Branch),
    - (vi) Village at Northtown Multifamily (Edenbrook), including approval of restrictive covenants,
    - (vii) Lakes Retail Center,
  - (b) MS4 permitting update,
  - (c) Dessau Road force main replacement project, including approval of any pay applications and/or change orders,
- 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 developers' and landowners' representatives,
- 13 Wholesale Water and Wastewater Rate Challenge Subcommittee report and related action items,
- 14 Attorney's report and related action items, including
  - (a) Directives,
  - (b) Confidentiality and Non-Disclosure Agreement with CDM Smith, Inc ,
- 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



*Eric Brown Littlefield*

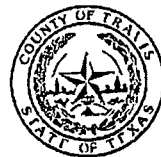
Attorney for the District

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

Came to hand and posted on a Bulletin Board in the Courthouse  
Austin, Travis County Texas on this the 16 day of

March 2021  
Dana DeBeauvoir  
County Clerk, Travis County, Texas  
By A. Macedo Deputy  
**A. MACEDO**



**FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS**

*Dana DeBeauvoir*

Dana DeBeauvoir, County Clerk  
Travis County, Texas

**202180332**

Mar 16, 2021 01 43 PM

Fee \$3 00 MACEDOS

# Crime Stats

Date	Crime	Location	Notes
02/01/2021	THEFT	15:11	139xx MARICELLA LN
02/02/2021	THEFT	05:00	137xx MERSEYSIDE DR
02/07/2021	THEFT	18:57	144xx HARRIS RIDGE BLVD
02/28/2021	THEFT	00:00	139xx HARRIS RIDGE BLVD
02/27/2021	VANDALISM	16:13	137xx CAMBOURNE DR

EXHIBIT B



**GENERAL MANAGER'S REPORT**

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



**March 23, 2021**

**Northtown Municipal Utility District  
Operations Report  
For the Month of February 2021**

**GENERAL INFORMATION**

Occupied Single Family Connections	<u>3059</u>	x 3 =	<u>9177</u>
Vacant Single Family Connections	<u>11</u>		
Vacant Irrigation Connections	<u>0</u>		
Vacant Fire Hydrant	<u>0</u>		
Multi Family Connections	<u>6</u>	830 Units x 3 =	<u>2490</u>
Commercial	<u>2</u>		
Builder Connections	<u>29</u>		
Schools	<u>2</u>		
Non-Profit	<u>0</u>		
Fire Hydrants	<u>1</u>		
District Connections	<u>9</u>		
Irrigation Connections	<u>30</u>		
 TOTAL CONNECTIONS	 <u>3149</u>		 <u>11667</u> Estimated Population

**BACTERIOLOGICAL ANALYSES**

<u>5</u>	Water sample(s) taken on	<u>02/02/21</u>	All bacterial samples were satisfactory.
<u>5</u>	Water sample(s) taken on	<u>02/09/21</u>	All bacterial samples were satisfactory.

**WATER ACCOUNTING**

Pumped through master meter(s)				
from	<u>12/01/20</u>	to	<u>12/31/20</u>	<u>15,091,000</u> Gallons
Total Gallons Received/Billing Period				
from	<u>12/29/20</u>	to	<u>01/29/21</u>	<u>20,569,000</u> Gallons
Total Gallons Billed				
from	<u>12/29/20</u>	to	<u>01/29/21</u>	<u>18,924,000</u> Gallons
Flushing	<u>12/29/20</u>	to	<u>01/29/21</u>	<u>34,500</u> Gallons
Billing Adjustments				
from	<u>12/29/20</u>	to	<u>01/29/21</u>	<u>0</u> Gallons
Gallons gain/loss				<u>(1,610,500)</u> Gallons
Percentage gain/loss				<u>-7.83%</u>

**CUSTOMER BILLING REPORT**  
**NORTHTOWN MUNICIPAL UTILITY DISTRICT**  
**January 11, 2020 Through February 10 2021**

**Current Billing**

Basic Service	94,504.41
Water	98,731.99
Sewer	111,000.64
TCEQ	1,053.01
Misc	<u>20,877.00</u>

Total Current Billing \$326,167.05

**Aged Receivables**

Thirty (30) Days	\$2,245.85
Sixty (60) Days	953.15
Ninety (90) Days	962.94
One Hundred Twenty (120) Days	<u>3,443.94</u>
Billed Arrears	7,605.88
Credit Bal Fwd	<u>0.00</u>

Total Aged Receivables \$7,605.88

**Accounts Receivables**

Penalty	6,058.37
Basic Service	88,801.59
Water	104,616.99
Sewer	110,000.73
TCEQ	1,086.28
Deposit	\$4,209.35
Miscellaneous	<u>18,999.62</u>

Total Accounts Receivables \$333,772.93

**Deposit Liability**

Balance As Of	12/11/20	\$718,660.47
Collections		690.65
Deposits Applied		<u>-55,206.00</u>
Balance As Of	01/10/21	\$664,145.12

**NORTHTOWN MUNICIPAL UTILITY DISTRICT**

**Billing Report**

**Feb-21**

<b>Connections</b>	<b>Jan</b>	<b>Feb</b>
Active	3138	2138
Inactive	10	11
<b>Total</b>	<b>3148</b>	<b>3149</b>

<b>New Connects</b>	<b>36</b>	<b>2</b>
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**Billing Recap**

	<b>Jan</b>	<b>Feb</b>
<b>Current Billing</b>	<b>\$326,636.27</b>	<b>\$321,939.47</b>
Water	\$112,698.72	\$94,504.41
Sewer	\$116,651.89	\$111,000.64
State Assessment	\$1,150.47	\$1,053.01
Basic Service	\$94,602.19	\$94,504.41
Miscellaneous	\$1,533.00	\$20,877.00
<b>Current Payments</b>	<b>\$322,223.26</b>	<b>\$344,722.93</b>
<b>Arrears</b>		
30 Day	\$1,650.31	\$2,245.85
60 Day	\$1,364.45	\$953.15
90 Day	\$1,246.38	\$962.94
120 Day	\$2,572.47	\$3,443.94
<b>Gross Arrears</b>	<b>\$6,833.61</b>	<b>\$7,605.88</b>

<b>Month</b>	<b>Jan</b>	<b>Feb</b>
Total Customers	3148	3149
Letters	445	312
Disconnects	0	0

NORTHTOWN M.U.D. - WATER LOSS CHART

DATE FROM	DATE TO	MASTER METER	CONSUMPTION TOTALS	FLUSHING TOTALS	BILLING ADJUSTMENTS	GALLONS UNACCOUNTED	PERCENT GAIN/LOSS
05/01/18	05/31/18	26,570.0	25,274.0	34.0	(61.0)	-1323.0	-4.98%
06/01/18	06/29/18	25,237.0	22,963.0	51.0	-	-2223.0	-8.81%
06/30/18	07/30/18	27,100.1	25,748.0	51.0	(40.0)	-1341.1	-4.95%
07/31/18	08/31/18	29,055.5	26,303.0	51.0	(51.0)	-2650.5	-9.12%
09/01/18	09/28/18	20,325.0	18,982.0	66.0	(84.0)	-1361.0	-6.70%
<b>TOTALS</b>		<b>283,518.4</b>	<b>254,445.0</b>	<b>617.0</b>	<b>(558.0)</b>	<b>(28,912.4)</b>	<b>—</b>
<b>AVERAGE</b>		<b>23,626.5</b>	<b>21,203.8</b>	<b>51.4</b>	<b>(46.5)</b>	<b>(2,409.4)</b>	<b>-10.20%</b>

09/29/18	10/31/18	13,969.7	19,508.0	51.0	(120.0)	5469.3	39.15%
11/01/18	11/30/18	11,181.0	17,176.0	51.0	(57.0)	5989.0	53.56%
12/01/18	01/02/19	8,212.8	14,944.0	66.0	(139.0)	6797.0	82.76%
01/03/19	01/29/19	8,674.0	19,903.0	102.0	(83.0)	11330.9	130.63%
01/30/19	02/28/19	9,368.7	16,227.0	102.0	(282.0)	6960.0	74.29%
03/01/19	03/28/19	18,358.0	17,039.0	51.0	(186.0)	-1454.0	-7.92%
03/29/19	04/29/19	15,168.0	20,695.0	-	(335.0)	5192.0	34.23%
04/30/19	05/30/19	21,202.4	19,901.0	456.0	(61.0)	-906.4	-4.27%
06/01/19	06/28/19	20,833.0	20,172.0	40.8	(248.0)	-668.2	-3.24%
06/29/19	07/29/19	25,257.4	24,186.0	51.0	-	-1020.4	-4.04%
07/30/19	08/28/19	28,640.4	27,570.0	51.0	(61.0)	-1019.4	-3.56%
08/29/19	09/29/19	28,053.3	27,471.0	51.0	(46.0)	-577.3	-2.06%
<b>TOTALS</b>		<b>208,718.7</b>	<b>244,792.0</b>	<b>1,072.8</b>	<b>(1,618.0)</b>	<b>36,092.5</b>	<b>—</b>
<b>AVERAGE</b>		<b>17,393.2</b>	<b>20,399.3</b>	<b>89.4</b>	<b>(134.8)</b>	<b>3,007.7</b>	<b>17.29%</b>

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	-	-299.6	-0.85%
07/30/20	08/28/20	31,232.0	29,041.0	48.0	-	-2191.0	-6.86%
08/29/20	09/29/20	25,944.0	24,413.0	43.5	-	-1431.0	-5.73%
<b>TOTALS</b>		<b>295,972.8</b>	<b>282,700.7</b>	<b>624.7</b>	<b>(1,538.0)</b>	<b>(14,185.4)</b>	<b>—</b>
<b>AVERAGE</b>		<b>24,664.4</b>	<b>23,558.4</b>	<b>52.1</b>	<b>(128.2)</b>	<b>(1,182.1)</b>	<b>-4.79%</b>

09/30/20	10/28/20	23,812.0	22,488.0	40.5	-	-1278.5	-5.37%
10/29/20	11/25/20	22,369.0	21,112.0	42.0	-	-1215.0	-5.43%
11/26/20	12/29/20	23,659.0	22,031.0	72.0	(4.0)	-1560.0	-6.59%
12/30/21	01/28/21	20,569.0	18,924.0	34.5	-	-1610.5	-7.83%
<b>TOTALS</b>		<b>90,409.0</b>	<b>84,555.0</b>	<b>189.0</b>	<b>(4.0)</b>	<b>(5,664.0)</b>	<b>—</b>
<b>AVERAGE</b>		<b>22,602.3</b>	<b>21,138.8</b>	<b>47.3</b>	<b>(1.0)</b>	<b>(1,416.0)</b>	<b>-6.26%</b>

**NORTHTOWN MUNICIPAL UTILITY DISTRICT**  
**Water Report**  
**February 2021**

**Total Water Flows**

<b>Month</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>
January	20,833	21,876	9,926	22,272	24,544
February	19,090	18,713	8,785	18,548	15,091
March	22,368	22,278	21,734	21,764	
April	23,670	23,185	12,957	22,182	
May	26,528	27,596	22,203	24,751	
June	27,495	26,292	22,308	27,650	
July	29,565	27,286	25,733	30,449	
August	27,153	27,286	19,975	37,691	
September	26,123	21,624	27,539	31,636	
October	25,338	12,482	26,984	31,147	
November	22,996	11,181	23,276	32,200	
December	22,422	7,783	23,114	22,754	
<b>TOTAL</b>	<b>293,581</b>	<b>247,582</b>	<b>244,534</b>	<b>323,044</b>	<b>39,635</b>

**Bacteriological Analyses**

Samples: satisfactory taken on 2/2/21, 2/9/21

**Chlorine Residual**

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

**Total Wastewater Billed**

<b>Month</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>
January	14,605	15,158	13,169	14,553	16,930
February	15,194	15,759	15,529	15,095	16,110
March	14,590	14,826	14,513	14,047	
April	16,262	15,060	14,881	16,608	
May	17,032	15,883	15,597	16,834	
June	16,614	16,651	15,290	17,042	
July	16,317	15,933	14,310	17,187	
August	16,387	16,304	14,947	18,367	
September	16,329	16,386	14,979	18,735	
October	24,020	14,907	14,626	22,891	
November	15,918	15,737	15,138	15,472	
December	15,922	15,003	14,068	21,766	
<b>TOTAL</b>	<b>199,190</b>	<b>187,607</b>	<b>177,047</b>	<b>208,597</b>	<b>33,040</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>7,574,000</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
<b>Total</b>	<b>74,695,000</b>	<b>622,000</b>	<b>213,000</b>	<b>111,000</b>	<b>101,000</b>	<b>19,882,000</b>	<b>5,654,000</b>	<b>6,011,000</b>	<b>1,679,000</b>	<b>108,968,000</b>				

<b>Active</b>	<b>Residential</b>	<b>Builder</b>	<b>School</b>	<b>Non-Profit</b>	<b>Fire Hydrant</b>	<b>Multi-Family</b>	<b>Irrigation</b>	<b>Commercial</b>	<b>District</b>	
	<b>3059</b>	<b>29</b>	<b>2</b>	<b>0</b>	<b>1</b>	<b>6</b>	<b>29</b>	<b>2</b>	<b>9</b>	<b>3149</b>
<b>Vacant</b>	<b>11</b>						<b>1</b>			

**NORTHTOWN MUNICIPAL UTILITY DISTRICT  
WATER REPAIR LOG > \$500  
February 2021**

*(no repairs were made for the month over \$500)*

DATE	ADDRESS	PROBLEM	COST
10/26/17	IN DISTRICT	HYDRANT REPAIR	\$3,891.03
10/25/17	IN DISTRICT	MET WITH CONTRACTOR-COMPLETER LEAK DETECTION AND LOCATE MISSING VALVE AND F/H	\$589.05
10/17/17	1442 LAKE VICTOR	EXCAVATED & REPAIRED LONG TAP LEAK	\$1,022.47
10/31/17	14401 HARRIS RIDGE BLVD -2	WATER SYSTEM WORK COMPLETE	\$1,099.96
11/30/17	SUMATRA LN. AND CEYLON TEA	EXCAVATED & REPLACED HYDRANT	\$4,969.65
11/30/17	HEATHERWILDE	WORK ON FIRE HYDRANT & INSTALLED NEW TAP HYDRANT	\$2,248.40
12/12/17	IN DISTRICT	SUBCONTRACTOR WORK - REPAIR RPZ	\$1,919.50
12/28/17	IN DISTRICT	EXCAVATED & REPAIRED SHORT TAP LEAK	\$834.53
01/30/18	IN DISTRICT	HAUL OFF OF SPOILS	\$563.90
04/06/18	2800 S HEATHERWILDE BLVD.	COMPLETE WORK ON FIRE HYDRANT	\$564.00
05/02/18	IN DISTRICT	TESTED BACKFLOW DEVICES	\$1,529.00
05/02/18	IN DISTRICT	WATER SYSTEM WORK COMPLETE ON DISTRIBUTION SYSTEM	
07/02/18	1113 TUDOR HOUSE RD	ASPHALT AFTER REPAIR	\$833.23
07/03/18	1109 TUDOR HOUSE RD.	EXCAVATED & REPAIRED SHORT TAP LEAK.	\$6,286.71
07/30/18	1501 JASMINE TEA LN.	EXCAVATED & REPAIRED LONG TAP LEAK	\$3,123.41
07/30/18	IN DISTRICT	HARRIS RIDGE - EXCAVATED & REPAIRED WATER MAIN 2"	\$20,809.50
07/30/18	1517 JASMINE TEA LN.	WATER SYSTEM WORK COMPLETED ON WATER DISTRIBUTION SYSTEM.	\$5,387.50
09/21/18	13800 CAMBOURNE DR.	EXCAVATED & REPAIRED WATER MAIN.	\$2,462.25
<b>TOTAL FOR 2018</b>			<b>\$58,134.09</b>
10/29/18	IN DISTRICT	PURCHASED SUPPLIES - BOIL WATER AND CANCELLATION SIGNS	\$603.60
11/09/18	IN DISTRICT	REMOVED MUD-EXPOSED METER BOXES THROUGHOUT DISTRICT W/HYDROVAC	\$1,153.24
11/09/18	IN DISTRICT	EXPOSED METERS. BOXES FULL OF DIRT - USED HYDROVAC.	\$3,401.25
12/07/18	IN DISTRICT	ASPHALT AFTER REPAIR AT END OF HARRIS RIDGE	\$941.13
12/20/18	1020-1/2 NORTHTOWN BLVD	WATER SYSTEM WORK COMPLETE. REPLACED 1 1/2 METER THAT WAS NOT READING & GLASS WAS BROKEN.	\$824.64
01/02/18	IN DISTRICT	SPECIAL MAILING	\$2,370.25
02/01/19	13605 CAMBOURNE DR	EXCAVATED TO REPAIR BROKEN HYDRANT INSTALL REPAIR KIT	\$1,156.06
04/15/19	IN DISTRICT	BACKFLOW TESTING	\$1,732.50
05/17/19	IN DISTRICT	REPAIRED BROKEN LINE AT PARK ON HARRIS RIDGE	\$2,288.57
08/19/19	1513 JASMINE TEA LN	ASPHALT AFTER REPAIR.	\$1,947.21
09/05/19	IN DISTRICT	COMPLETE WORK ON FIRE HYDRANT	\$2,912.58
10/28/19	14317 1/2 SILVER LACES LANE	INSTALLED METER	\$761.56
10/3/19	13709 GREINERT DR	EXCAVATED DOWN 3' CRIMPED LINE. INSTALLED UBRANCH. FLUSHED, BACKFILL & CLEANED SITE	\$1,068.42
12/18/19	IN DISTRICT	ASSISTED CONTRACTOR W/FINDING HIGH WATER PRESSURE IN AREA.	\$971.79
<b>TOTAL FOR 2019</b>			<b>\$22,132.80</b>
02/17/20	13809 CAMBOURNE DR	REPLACED BROKEN CURB STOP. ANGLE STOP WAS LEAKING.	\$1,020.89
04/29/20	IN DISTRICT	COMPLETE WORK ON FIRE HYDRANT	\$4,220.11
05/11/20	IN DISTRICT	WORK ON WATER DISTRIBUTION. COMPLETED DIGGING AT METER BOXES	\$1,576.25
05/15/20	IN DISTRICT	REMOVE DIRT AND SURVEY METER BOXES	\$531.08
05/15/20	IN DISTRICT	WORK ON WATER AND SURVEY REMOVE DIRT FROM BOXES	\$633.08
06/17/20	1100 TUDOR HOUSE RD	EXCAVATION WORK COMPLETED.	\$2,599.36
06/10/20	1106 OLYMPIC DR	REPLACED CONCRETE AFTER TAP REPAIR.	\$1,459.93
<b>TOTAL FOR 2020</b>			<b>\$12,040.70</b>

**NORTHTOWN MUNICIPAL UTILITY DISTRICT  
WASTEWATER REPAIR LOG > \$500  
February 2021**

<b>DATE</b>	<b>ADDRESS</b>	<b>PROBLEM</b>	<b>COST</b>
04/23/18	1001 PEPPERMINT TRAIL	CONCRETE WORK COMPLETED	\$1,049.27
08/30/18	NTWN LS1 HARRIS RIDGE	SANITARY SYWSTEM WORK COMPLETE	\$969.36
10/12/18	IN DISTRICT	SANITARY SYWSTEM WORK COMPLETE	\$36,270.25
10/12/18	IN DISTRICT	FM TIE INS AT COA MH DETERIORATED. WORK COMMENCED WITH EXPOSING LINE. ONCE EXPOSED FOUND LEAK TEMPORARY MH WAS INSTALLED, TWO ADDITIONAL MHS INSTALLED.	\$78,639.26
11/30/18	13612 #A HARRIS RIDGE BLV	GRINDER PUMP PROBLEM. CONTACTED WWTS TO PUMP & CLEAN WET WELL.	\$908.60
11/16/18	NTWN LS2-TUDOR HOUSE	HAUL OFF SPOILS TO OFFICE	\$1,263.95
12/07/18	IN DISTRICT	HAULED OFF DEBRIS AFTER REPAIR	\$992.10
01/14/19	14720 LIPTON LN	BLOCKAGE IN DISTRIC LINE	\$776.13
02/14/19	13805 CEYLON TEA DR	SANITARY SYSTEM WORK COMPLETE	\$937.55
04/12/19	1213 SWEET LEAF LN	LINE CLEARING	\$1,503.30
04/10/19	IN DISTRICT	SANITARY SYSTEM WORK COMPLETE	\$1,105.00
05/06/19	IN DISTRICT	INSPECTED FOR INFLOW & INFILTRATION.	\$2,148.94
07/03/19	IN DISTRICT	RAISED MANHOLE SURVEY IN CREEK	\$3,165.91
07/30/19	IN DISTRICT	COORDINATION OF FM REPAIR AT DESSAU.	\$27,835.49
07/26/19	IN DISTRICT	TRAFFIC CONTROL FOR LANE. SHUT DOWNS NEEDED FOR WATER TRANSPORT	\$6,363.89
04/13/20	1106 OLYMPIC DRIVE	HAND MIXED 40 BAGS OF CONCRETE. PUT ORANGE FENCE AND SIGNS BACK UP. Poured concrete.	\$2,231.81
04/15/20	IN DISTRICT	PERFORMED MANHOLE SURVEY	\$2,231.81
04/29/20	125 SEGOVIA WAY	BLOCKAGE IN DISTRICT LINE - FIXED.	\$2,231.81
05/27/20	14313 TEA CUP LN	EXCAVATED & REPAIRED SANITARY LINE.	\$2,231.81
06/04/20	14313 TEA CUP LN	CONCRETE WORK COMPLETED.	\$1,335.34
09/02/20	13702 CAMBOURNE DR	EXCAVATED & REPAIRED SANITARY LINE.	\$5,929.54
01/15/21	13805 CEYLON TEA CIR	EXCAVATED & REPAIRED SANITARY LINE.	\$4,606.89
01/14/21	13801 CEYLON TEA CIR	EXCAVATED & REPAIRED SANITARY LINE.	\$3,607.51
02/05/21	13805 CEYLON TEA CIR	CONCRETE WORK COMPLETED	\$2,403.78
<b>TOTAL FOR 2021</b>			<b>\$10,618.18</b>
<b>TOTAL FOR 2020</b>			<b>\$16,192.12</b>
<b>TOTAL FOR 2019</b>			<b>\$43,836.21</b>
<b>TOTAL FOR 2018</b>			<b>\$135,182.33</b>

**NORTHTOWN MUNICIPAL UTILITY DISTRICT  
GENERAL MANAGER'S REPORT  
WRITE-OFF LIST  
Feb-21**

<b>NAME:</b>	<b>Owner / Renter</b>	<b>Date Finaled</b>	<b>Write-Off</b>	<b>Deposit Applied</b>
Sandy Vasquez	Own	1/22/2021	\$298.65	\$150.00
Malini Patel	Rent	1/14/2021	\$180.91	\$150.00
Juanita Price	Rent	1/4/2021	\$326.13	\$150.00
Gordan Mack	Rent	1/5/2021	\$93.10	\$350.00
			<b>\$898.79</b>	

Approved by the Board of Directors at the meeting held on March 23, 2021.

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

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

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

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

	<b>2018/19</b>	<b>2019/20</b>	<b>2020/21</b>
<b>OCTOBER</b>			
WRITE-OFF	\$ 1,519.24	\$ 276.53	\$ 1,881.38
COLLECTED	\$ -	\$ -	\$ -
<b>NOVEMBER</b>			
WRITE-OFF	\$ 1,126.33	\$ 684.32	\$ 1,810.70
COLLECTED	\$ -	\$ -	\$ -
<b>DECEMBER</b>			
WRITE-OFF	\$ 1,485.30	\$ 1,400.21	\$ 577.34
COLLECTED	\$ -	\$ -	\$ -
<b>JANUARY</b>			
WRITE-OFF	\$ 739.81	\$ 165.18	\$ 1,945.60
COLLECTED	\$ -	\$ -	\$ -
<b>FEBRUARY</b>			
WRITE-OFF	\$ 462.99	\$ 79.55	\$ 898.79
COLLECTED	\$ -	\$ -	\$ -
<b>MARCH</b>			
WRITE-OFF	\$ 1,233.07	\$ 493.62	
COLLECTED	\$ -	\$ -	
<b>APRIL</b>			
WRITE-OFF	\$ 91.48	\$ 347.84	
COLLECTED	\$ -	\$ -	
<b>MAY</b>			
WRITE-OFF	\$ -	\$ 118.38	
COLLECTED	\$ -	\$ -	
<b>JUNE</b>			
WRITE-OFF	\$ -	\$ -	
COLLECTED	\$ -	\$ -	
<b>JULY</b>			
WRITE-OFF	\$ 61.20	\$ 1,534.99	
COLLECTED	\$ -	\$ -	
<b>AUGUST</b>			
WRITE-OFF	\$ 353.47	\$ 1,534.99	
COLLECTED	\$ -	\$ -	
<b>SEPTEMBER</b>			
WRITE-OFF	\$ 752.53	\$ 837.99	
COLLECTED	\$ -	\$ -	
<b>TOTAL COLLECTIONS:</b>	<b>\$ 7,825.42</b>	<b>\$ 7,473.50</b>	<b>\$ 6,913.81</b>
<b>TOTAL COLLECTED:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

**MONTHLY REPORT**

*Northtown M.U.D.*

**Report Period: 02/01/2021 - 02/28/2021**

**Parks & Entrance Grounds Maintenance**

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



2/2 – 2/3

2/9

2/23 – 2/24

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

After completing the standard maintenance tasks such as mowing & string-trimming of the District's irrigated turf areas, crews also fertilized the District's color and spot-treated for fire ants too. In addition, crews cut back perennial plants as needed throughout the District's property. Finally, crews serviced ice-damaged trees and plants for safety issues throughout the District's property after experiencing severe, local winter weather storms.

**Greenbelt & Drainage Maintenance**

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

2/4/21

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

After completing the standard maintenance tasks such as mowing & string-trimming of the District's channels & greenbelts, crews also detailed/serviced the District's drainage sand beds too. In addition, crews removed approx. 20-cu. ft. of trash/litter from within these same areas located throughout the District. Finally, crews also removed approx. 10-cu. ft. of vegetative matter from within these same channels and greenbelts located within the District's boundaries.



**Trail System Maintenance**

2/2

2/9

2/23

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

Crews completed the standard maintenance tasks such as mowing and string-trimming of the District's trails, as well as having performed weed control in areas where needed throughout the District's entire trail system. Finally, crews also raked out any rough areas they observed throughout the District's trails in an effort to achieve a smoother, neater overall appearance to the District's trails.



**Irrigation System Maintenance**

2/3

2/9

2/24

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

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

NOTE: The District's irrigation system(s) were inactivated prior to and in preparation of the severe, local winter weather storms.



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

<b>Notes / Miscellaneous</b>

# **NORTHTOWN MUD**

## MONTHLY REPORT

February 15, 2021 – March 13, 2021

- Weekly general cleaning at office, pavilion, parks and ponds.
  - Removed and posted next meeting agenda.
  - Posted next monthly board meeting date on entry signs.
  - Changed out memory cards and replaced batteries as needed in game cameras.
  - Assisted with covenant inspections and general administration.
  - Flushed well valves weekly as preventative maintenance recommended by CTWM.
  - Removed 14 bandit signs throughout the district and flyers posted around district.
  - Cleaned out all water fountains & checked for loose bolts on all picnic benches, tables and playscapes.
  - Cut down and disposed of fallen trees and various limbs throughout park system after wind events.
  - Removed various debris from district creeks and ponds.
  - Cleaned and sharpened all chainsaw chains several times and made required repairs.
  - Performed preventive maintenance on all motorized equipment.
  - Monitored Wildflower well status and entered data in log.
  - Washed all shop rags, Ford F150 and ATV's.
  - Stocked wood pile for free disbursement in 50 Acre Park and WildFlower Park.
  - Made minor granite trail repairs due to rain.
  - Continue raising canopy in various park areas to maintain an open line of sight.
  - Continued creek line clean-up in Wildflower & Meadow Pointe greenbelt areas.
  - Cleaned out dumpster enclosure area.
  - Picked up and disposed of dumped debris on various alleys & roadways in the District.
  - Continue cutting down dead trees marked for removal.
  - Attending to several pipe leaks in the pavilion due to freezing temperatures.
  - Opened up all district amenities due to Governor Abbott's EO, effective 3/10/21.
  - Remaining closed are the restroom facilities due to damaged sustained to pipes during the prolonged freeze. Parts on order 6-8 weeks.
  - Opened and closed soccer fields during periods of rain.
  - Closed and opened Dog Park during rain events.
- 
- District amenities open on March 10, 2021 information sent to webmaster for posting.
  - Attended TWCA 3-day virtual conference. March 3,4,5
  - Contacted on duty TCSO deputy to report illegal dumping suspected by a resident on Lantern Dr. 3/2/21 CASE #21-610415
  - Take supplies to restocking staging area in pavilion for workers, to maintain social distancing & limit exposure.
  - Continue working with the Public Safety & Security subcommittee regarding COVID-19 for temporary policy changes and public area closures.
  - Working with New Facility Construction subcommittee and various consultants regarding future office, pavilions and equipment projects. *(in progress)*
  - Working with TexaScapes to solve a burr/goat weed problem in the Dog Park. *(in progress)*

## Northtown MUD

NEW VIOLATIONS SENT A COURTESY CARD						
NOTES	ADDRESS	DATE NOTIFIED	PHOTO	15 DAY CHECK	ATTORNEY	VIOLATION
LP# PVY 7078	14920 Antique Finish	11/19/2020	N			Semi parked in view of street
monitor	1032 Antique Heritage	2/4/2021	N			Trailer parked in view
	13901 Cambourne	3/17/2021	N			Bulky; Various debris must be stored out of view
	14000 A Cambourne	3/8/2021	N			Driving go cart on District parkland property not permitted
	14001 Conner Downs	3/1/2021	N			Bulky; Various debris must be stored out of view
	1625 Darjeeling	3/17/2021	N			Bulky; Various debris must be stored out of view
	904 Flatters	3/17/2021	N			1. Bulky debris in view 2. Lawn overgrown
	13722 Greinert	3/1/2021	N			Bulky; Various debris must be stored out of view
	13908 Greinert	3/8/2021	N			Various debris must be stored out of view
	13910 Greinert	3/8/2021	N			Derelict vehicle(s) w/flat tires parked in view
	14001 Lampting	3/8/2021	N			1. Fence/gate disrepair 2. Debris in view
	14004 Lampting	3/8/2021	N			Various debris must be stored out of view
	14820 Lantern	3/1/2021	N			Bulky; Various debris must be stored out of view
	13903 Lothian	3/12/2021	N			Bulky; Various debris must be stored out of view
will fix	14009 Merseyside	3/1/2021	N			Bulky; Various debris must be stored out of view
	1214 Olympic	3/17/2021	N			Bulky; Various debris must be stored out of view
auto detail black trailer	1324 Peppermint	2/15/2021	N			1. Trailer parked in view 2. Various debris in view
	900 Rocking Spur	1/29/2021	N	Ext 3/15/20		Bulky; Various debris must be stored out of view
	928 Sally Lunn	3/12/2021	N			Bulky; Various debris must be stored out of view
	932 Smoothing Iron	3/17/2021	N			Bulky; Various debris must be stored out of view
	944 Twisted Fence	3/12/2021	N			Bulky; Various debris must be stored out of view
CONTINUING VIOLATIONS SENT A LETTER						
NOTE	ADDRESS	DATE NOTIFIED	PHOTO	15 DAY CHECK	ATTORNEY	VIOLATION
maroon Chevy truck	14904 Antique Finish	1/29/2021	Y			1. Derelict vehicle w/exp reg. & flat tire parked in view 2. Various debris in view
monitor	1029 Antique Heritage	12/4/2020	Y	Ext 3/15/21		1. Truck over 3/4 ton parked in view 2. Trailer parked in view
	811 Burnsall Gates	1/23/2021	Y			Bulky; Various debris must be stored out of view
	13716 Greinert	2/9/2021	Y			Bulky; Various debris must be stored out of view
monitor LP# 681 042K	1001 Grey Castle	2/15/2021	Y			Trailer parked in view
monitor	1101 Grey Castle	2/15/2021	Y			Trailer parked in view
black Porcha Cayenne	14709 Lantern	1/29/2021	Y			Derelict vehicle w/no plates & flat tire parked in view

## Northtown MUD

	15118 Lantern	3/2/2021	Y			Illegal dumping in WildFlower Parking lot
dump truck	15209 Lantern	2/10/2021	Y	Repeat CV		Truck over 3/4 ton is not permitted
	301 Parrot Tulip	2/9/2021	Y			Basketball goal in street is not permitted
monitor	15012 Plowshare	10/5/2020	Y	Ext 3/15/21		Trailer parked in view
	15208 Rosehip	2/9/2021	Y			Several derelict vehicles with no plates or exp reg.
monitor	808 Tapestry	11/11/2020	Y			Trailer parked in view
white Lexus	317 Tudor House	2/9/2021	Y			Derelict vehicle w/exp reg. & flat tire parked in view
blue sedan	15108 Valerian Tea	2/9/2021	Y			Derelict wrecked vehicle w/no plates parked in view
monitor white sedan	15109 Valerian Tea	2/9/2021	Y			Derelict vehicle w/flat tire& no plates parked in view
<b>CONTINUING VIOLATIONS NOT RESOLVED - SENT TO ATTORNEY</b>						
NOTE	ADDRESS	DATE NOTIFIED	PHOTO	15 DAY CHECK	ATTORNEY	VIOLATION
monitor LP# 1M57672	904 Antique Heritage	7/30/2020	Y	Same	9/28/2020	Semi Freightliner parked in view of street
	1028 Antique Heritage	3/13/2019	Y	Same	4/30/2019	1. Fence/gate disrepair
	809 Burnsall Gates	6/24/2019	Y	Same	8/2/2019	2. Debris in view
	13910 Cambourne	6/22/2020	Y	Same	8/17/2020	Bulky; Various debris must be stored out of view
	13800 Conner Downs	12/10/2018	Y	Same	1/28/2019	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
Ford Explorer LP# CL2 V754	806 Crieff Cross	7/15/2019	Y	Same	8/23/2019	1. Derelict w/exp registration 2. Debris in view
	905 Friendship Quilt	12/9/2020	Y	Same	2/8/2021	1. Debris in view 2. Trash cans in view
	15107 Lantern	9/23/2019	Y	Same	11/6/2019	Bulky; Various debris must be stored out of view
	13702 Lothian	1/16/2021	Y	Same	3/15/2021	Bulky; Various debris must be stored out of 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
	13916 Maricella	8/27/2020	Y	Same	10/19/2020	1. Bulky debris in view 2, Lawn overgrown
	13920 Maricella	10/8/2019	Y	Same	11/19/2019	Bulky; Various debris must be stored out of view
	13932 Maricella	3/2/2020	Y	Same	7/14/2020	2. House window in disrepair/boarded
	14025 Maricella	1/27/2020	Y	Repeat CV	6/12/2020	Various debris must be stored out of view
	14041 Maricella	11/11/2020	Y	Same	1/8/2021	House front is in a state of disrepair 2. Debris in view
	14045 Maricella	8/6/2020	Y	Same	9/17/2020	Various debris must be stored out of view
	1212 Staple Cv	10/21/2019	Y	Same	12/5/2019	1. Basketball goal on sidewalk 2. Lawn overgrown 3. Debris in view 4. Trash cans in view
monitor	817 Tapestry	9/17/2020	Y	Same	10/26/2020	Boat parked in view of street
monitor	805 Tapestry	9/23/2020	Y	Same	1/15/2021	Trailer parked in view



## WildFlower

VIOLATIONS SENT A COURTESY REMINDER						
NOTES	ADDRESS	DATE NOTIFIED	PHOTO	15 DAY CHECK	ATTORNEY	VIOLATION
	137 Blue Flax	3/8/2021	N			Front trailer parked in view of street
	173 Segovia	3/17/2021	N			Rear bulky debris in view
	181 Segovia	3/17/2021	N			Rear Storage POD in view
	13718 Spring Heath	3/8/2021	N			Rear bulky debris in view
	13722 Spring Heath	2/6/2021	N			Front bulky debris in view
	13809 Spring Heath	2/6/2021	N			Front bulky debris in view
	13811 Spring Heath	3/17/2021	N			Front bulky debris in view
	127 Star Flower	9/18/2020	N	C-19 Ext 2/15/21		Garage / shed disrepair
	141 Wild Senna	2/6/2021	N			Front bulky debris in view
	220 Wild Senna	3/8/2021	N			Storage POD in alleyway/hazard
	317 Wild Senna	2/6/2021	N			Rear bulky debris in view
	324 Wild Senna	3/8/2021	N			House shutters and trim in disrepair
	118 Wild Senna West	3/8/2021	N			Rear bulky debris in view
monitor	200 Wild Senna West	1/21/2021	N			Front trailer parked in view
<b>VIOLATIONS SENT A LETTER</b>						
NOTE	ADDRESS	DATE NOTIFIED	PHOTO	15 DAY CHECK	ATTORNEY	VIOLATION
	114 Blue Flax	2/6/2021	Y			Window A/C units in view are not permitted
gold Crown Victoria LP# FMX 6050	13913 Golden Flax	1/30/2021	Y			Front, derelict vehicle w/expired registration parked in view
gray Cadillac LP#GNR 7758	114 Mist Flower	2/12/2021	Y			Rear, derelict vehicle w/flat tires & expired registration parked in view
	119 Mist Flower	2/12/2021	Y			Front bulky debris in view
blue Mini Cooper	101 Segovia	1/30/2021	Y			Front, derelict vehicle w/expired temp tag parked in view
	136 Segovia	2/12/2021	Y			Orange bucket in view in street
	137 Segovia	2/12/2021	Y	Repeat CV		Orange cone in view in street
monitor	141 Segovia	12/4/2020	Y			Orange cones in view in street
	115 Star Flower	1/12/2021	Y			Rear various debris in view
<b>CONTINUING VIOLATIONS NOT RESOLVED - SENT TO ATTORNEY</b>						
NOTE	ADDRESS	DATE NOTIFIED	PHOTO	15 DAY CHECK	ATTORNEY	VIOLATION

## WildFlower

	13800 Golden Flax	8/11/2020	Y	Same	10/2/2020	1. Rear fence/gate 2. Lawn overgrown 3. Mow back area by parking pad 4. Trash can in view.
	105 Segovia	6/8/2020	Y	Same	8/7/2020	1. Lawn overgrown 2. Mow back area by parking pad 3. Rear fence disrepair
	125 Segovia	11/25/2019	Y	Same	1/14/2020	Front various debris in view
	137 Segovia	12/13/2019	Y	Same	2/5/2020	Front debris and orange cones in view
	137 Segovia	11/5/2018	Y	Same	1/8/2019	1. Rear fence disrepair 2.Rear debris in view 3. RV/trailer parked in view 4. Trash cans in view
	13806 Spring Heath	9/18/2020	Y	Same	12/14/2020	1. Rear fence/gate disrepair 2. Various debris in view
brown Buick LP# CPL 659	13816 Spring Heath	4/3/2017	Y	Same	5/25/2017	1. Rear derelict vehicle w/flat tires parked in view 2. Front & rear fence/gate disrepair 3. Rear debris in view
	114 Star Flower	9/23/2020	Y	Same	10/22/2020	1. Rear derelict motorcycle w/flat tire 2.Mow back 3. Trash cans in view
	122 Star Flower	6/8/2018	Y	Same	7/9/2018	1. Rear various debris in view 2. Fence/gate disrepair
blue Volvo LP# FSJ 3477	132 Wild Senna	12/4/2020	Y	Same	2/4/2021	Front, derelict vehicle w/expired registration parked in view
	223 Wild Senna	10/5/2020	Y	Same	10/27/2020	3. Shed in view from alleyway
	214 Wild Senna West	8/11/2020	Y	Same	10/2/2020	1. Front fence/gate disrepair 2. Lawn maintenance
blue Dodge Nitro	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
	14017 Golden Flax	2/12/2021	N		Rear bulky debris in view
	124 Segovia	2/12/2021	N		Orange bucket in view in street
	125 Segovia	2/12/2021	N		Orange cones in view in street
	128 Segovia	2/12/2021	N		Bucket in view in street
	129 Segovia	2/12/2021	N		Orange cones in view in street
	132 Segovia	2/12/2021	N		Orange cones in view in street
	140 Segovia	2/12/2021	N		Orange bucket in view in street
	145 Segovia	2/12/2021	N		Bucket in view in street
	152 Segovia	2/12/2021	N		Orange cone & bucket in view in street
	185 Segovia	2/6/2021	N		Front bulky debris in view
	213 Segovia	1/30/2021	N		Rear bulky debris in view
	208 Wild Senna	2/6/2021	N		Window A/C units in view are not permitted
	102 Wild Senna West	1/30/2021	N		Rear bulky debris in view

**NORTHTOWN MUNICIPAL UTILITY DISTRICT  
RESTRICTIVE COVENANT VIOLATIONS – MARCH 2021**

<b>Address</b>	<b>Violation</b>	<b>NT First Notice Letter</b>	<b>A &amp; B Final Notice</b>	<b>Repeat Violation Letter</b>	<b>Notice of Impending Litigation</b>	<b>Suit Filed</b>	<b>Status</b>
13800 Conner Downs	Debris	1/4/2019	1/29/2019	Pending-return receipt	3/1/2019		Deadline for compliance of NOIL is as of 3/16/2019
1028 Antique Heritage Drive	Fence in disrepair	4/4/2019	5/1/2019	6/19/2019	5/21/2019		Deadline for compliance of Special Final Notice is 7/4/2019
809 Burnsall Gates Dr.	Debris in view, lawn in need of maintenance	7/15/2019	8/14/2019	10/31/2019	10/8/2019		Deadline for Special Final Notice is as of 11/15/2019
806 Crieff Cross Dr	Derelict vehicle, debris in view	8/1/2019	8/28/2019	11/5/2019	10/8/2019		Deadline for compliance of Special Final Notice is 11/20/2019
15107 Lantern Drive	Debris in view	10/16/2019	11/8/2019	3/18/2020	2/5/2020		Deadline for Special Final Notice is as of 4/2/2020
1209 Tudor House	Derelict vehicle – unregistered	10/28/2019	11/22/2019		2/3/2020		Deadline for NOIL compliance is as of 2/18/2020
13920 Maricella Lane	Debris in view	10/28/2019	11/22/2019	3/18/2020	1/31/2020		Deadline for Special Final Notice is as of 4/2/2020
1212 Staple Cove	Debris in view, lawn in need of maintenance	11/12/2019	12/11/2019	3/4/2020	2/3/2020		Deadline for Special Final Notice is 3/19/2020
14025 Maricella Lane	Debris in view	3/6/2020	6/23/2020		1/20/2021		Deadline for NOIL compliance is as of 2/4/2021

**NORTHTOWN MUNICIPAL UTILITY DISTRICT  
RESTRICTIVE COVENANT VIOLATIONS – MARCH 2021**

<b>Address</b>	<b>Violation</b>	<b>NT First Notice Letter</b>	<b>A &amp; B Final Notice</b>	<b>Repeat Violation Letter</b>	<b>Notice of Impending Litigation</b>	<b>Suit Filed</b>	<b>Status</b>
13932 Maricella Lane	Lawn in need of maintenance, exterior maintenance	6/11/2020	7/17/2020	10/1/2020	8/26/2020		Deadline for compliance of Special Final Notice is 10/16/2020
14008 Conner Downs Drive	Debris in view, fence/gate in disrepair	6/12/2020	7/17/2020	10/1/2020	8/26/2020		Deadline for compliance of Special Final Notice is 10/16/2020
904 Antique Heritage Drive	Semi-truck parked in front of property	9/2/2020	9/29/2020		10/26/2020		Deadline for compliance of NOIL is 11/10/2020 <b>**Monitoring**</b>
14045 Maricella Lane	Debris in view	8/26/2020	10/1/2020				Deadline for compliance is as of 10/16/2020
13916 Maricella Lane	Debris in view	9/17/2020	1/14/2021				Deadline for compliance is as of 1/29/2021
14006 Conner Downs Drive	Debris in view	12/3/2020	1/14/2021				Deadline for compliance is as of 1/29/2021
817 Tapestry Cove	Boat in view	9/17/2020	2/8/2021				Deadline for compliance is as of 2/23/2021
1029 Antique Heritage	Trailer and work truck parked in view	1/14/2021	2/8/2021				Deadline for compliance is as of 2/23/2021 <b>**Hold**</b>
905 Friendship Quilt Lane	Debris in view	1/14/2021	2/8/2021				Deadline for compliance is as of 2/23/2021
13902 Lothian Drive	Derelict vehicle, lawn in need of maintenance	12/14/2020	2/25/2021				Deadline for compliance is as of 3/27/2021
805 Tapestry Cove	Trailer in view	10/19/2020	2/25/2021				Deadline for compliance is as of 3/27/2021

**NORTHTOWN MUNICIPAL UTILITY DISTRICT  
RESTRICTIVE COVENANT VIOLATIONS – MARCH 2021**

<b>Address</b>	<b>Violation</b>	<b>NT First Notice Letter</b>	<b>A &amp; B Final Notice</b>	<b>Repeat Violation Letter</b>	<b>Notice of Impending Litigation</b>	<b>Suit Filed</b>	<b>Status</b>
13910 Cambourne Drive	Debris in view	7/20/2020	2/25/2021				Deadline for compliance is as of 3/27/2021

**NORTHTOWN MUNICIPAL UTILITY DISTRICT  
WILDFLOWER HOME OWNERS ASSOCIATION  
RESTRICTIVE COVENANT VIOLATIONS – MARCH 2021**

<b>Address</b>	<b>Violation</b>	<b>NT First Notice Letter</b>	<b>A &amp; B Final Notice</b>	<b>Repeat Violation Letter</b>	<b>Notice of Impending Litigation</b>	<b>Suit Filed</b>	<b>Contempt Letter</b>	<b>Status</b>
13816 Spring Heath Road	Lawn maintenance, fence, debris Derelict vehicle	1/11/2017 5/2/2017	2/9/2017 6/1/2017		3/16/2017			Deadlines for compliance are 4/18/2017 6/16/2017  As of 10/17/2017* <b>Referred for litigation</b>
137 Segovia Way	Debris in view	1/9/2020	2/5/2020					Deadline for compliance is as of 2/20/2020
125 Segovia Way	Debris in view	12/17/2019	1/14/2020	3/18/2020	2/12/2020			Deadline for Special Final Notice is as of 4/2/2020
214 Wild Senna	Derelict vehicle – unregistered, flat tire	12/11/2019	1/3/2020	3/18/2020	2/5/2020			Deadline for Special Final Notice is as of 4/2/2020
105 Segovia Way	Lawn in need of maintenance, fence in disrepair	7/16/2020	8/26/2020	12/10/2020	10/28/2020			Deadline for compliance for Special Final Notice is as of 12/25/2020
114 Star Flower Way	Lawn in need of maintenance, derelict vehicle, trash cans in view	9/27/2019	10/26/2020					Deadline for compliance is as of 11/10/2020

**NORTHTOWN MUNICIPAL UTILITY DISTRICT  
WILDFLOWER HOME OWNERS ASSOCIATION  
RESTRICTIVE COVENANT VIOLATIONS – MARCH 2021**

<b>Address</b>	<b>Violation</b>	<b>NT First Notice Letter</b>	<b>A &amp; B Final Notice</b>	<b>Repeat Violation Letter</b>	<b>Notice of Impending Litigation</b>	<b>Suit Filed</b>	<b>Contempt Letter</b>	<b>Status</b>
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
13800 Golden Flax Trail	Fence in disrepair, lawn in need of maintenance; trash cans in view	9/14/2020	10/26/2020		11/23/2020			Deadline for compliance of NOIL is as of 12/8/2020
223 Wild Senna Drive	Shed in view	10/5/2020	11/9/2020					Deadline for compliance is as of 11/24/2020
13806 Spring Heath Road	Fence in disrepair, debris in view	11/11/2020	12/21/2020		2/25/2021			Deadline for compliance of NOIL is 3/27/2021
132 Wild Senna	Unregistered vehicle	1/12/2021	2/25/2021					Deadline for compliance is as of 3/27/2021

**NORTHTOWN MUNICIPAL UTILITY DISTRICT  
RESTRICTIVE COVENANT VIOLATIONS LAWSUITS – MARCH 2021**

<b>Address</b>	<b>Violation</b>	<b>NT First Notice Letter</b>	<b>A &amp; B Final Notice</b>	<b>Repeat Violation Letter</b>	<b>Notice of Impending Litigation</b>	<b>Suit Filed</b>	<b>Status</b>
122 Star Flower Way	Fence in disrepair, lawn maintenance , debris in view	6/8/2018	7/12/2018	9/20/2018	8/23/2018	2/28/2020	Lawsuit approved on 2/10/2020

## 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
2/20/2021	HP ink (3), batteries	Restock	\$113.62
	Subtotal		<u>\$113.62</u>
<i>PARKS &amp; MAINTENANCE PURCHASES</i>			
DATE	ITEM	PURPOSE	AMOUNT
2/20/2021	Mutt Mitts (6400 ct)	Restock	\$239.94
2/20/2021	ATV- Panoramic rear view mirror (4)	Driver safety	\$91.20
2/25/2021	Trash bags (2 Bx), metal park trash cans (2), Andro (2), wasp spray (4), gloves (100 ct), respirator (10 ct), loppers, roach bait (8 ct), cautions tape (3), masks (50 ct), water (4 pks), Armor all, laundry detergent, paper towels (12 ct), car wax	Restock	\$373.08
	Subtotal		<u>\$704.22</u>
	<b>Grand Total for the Month</b>		<b><u>\$817.84</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
3/2/2021	Repair Act1 database	Computer issue	\$77.50
3/9/2021	Sam's Club	Membership renewal	\$45.00
	Subtotal		<u>\$122.50</u>
<i>PARKS &amp; MAINTENANCE PURCHASES</i>			
DATE	ITEM	PURPOSE	AMOUNT
3/4/2021	Soap dispensers	For pavilion restrooms	\$65.98
3/5/2021	Flush valve assembly (2)	Cracked during prolonged freeze	\$759.60
3/12/2021	Diesel fuel	ATV's	\$60.00
	Subtotal		<u>\$885.58</u>
	<b>Grand Total for the Month</b>		<b><u>\$1,008.08</u></b>





**Northtown- 2021 Operations Report**

**February**

**Courtesy Pick-ups**

CUST #	CUSTOMER	ADDRESS		DATE	ACTION	W/O#
71240	ROBINSON	14022	MARICELLA	2/27/2021	96G TRASH	5816702
75878	BRANCH	1417	VANILLA BEA	2/13/2021	96G TRASH	5808831
105768	LOCKRIDGE	14104	HARRIS RIDGE	2/6/2021	96G RECYC	5801932

**Bulky Waste**

CUST #	CUSTOMER	ADDRESS		DATE	ACTION	W/O#
70683	FAGAN	13907	GREINERT	2/20/2021	BULKY WA	5804031
71095	AQUITANIA	13708	LOTHIAN	2/20/2021	BULKY WA	5802532
71112	FARIAS	13810	LOTHIAN	2/20/2021	BRUSH PU	5807475
71232	PEREZ	14005	MARICELLA	2/6/2021	BULKY WA	5802000
71491	MAYO	149	SEGOVIA	2/6/2021	BULKY WA	5798580
71500	COATE	185	SEGOVIA	2/6/2021	BULKY WA	5792416
71500	COATE	185	SEGOVIA	2/20/2021	BULKY WA	5792424
71573	RODRIGUE	1524	SLEEPYTIME	2/20/2021	BULKY WA	5807985
71759	BAKER	924	WISTED FENC	2/6/2021	BULKY WA	5801096
71817	NUNLEY	141	WILD SENNA	2/20/2021	BULKY WA	5807447
72044	NGUYEN	13919	JNNER DOW	2/20/2021	BULKY WA	5803612
72044	NGUYEN	13919	JNNER DOW	2/27/2021	BULKY WA	5810518
72096	BURNS	13715	GREINERT	2/27/2021	BULKY WA	5813851
73647	SUNDOWN	408	UDOR HOUS	2/6/2021	BULKY WA	5793950
75709	RICHARDSON	15104	HYSON	2/20/2021	BULKY WA	5802462
78230	ZAPPA	14928	SASSAFRAS	2/20/2021	BULKY WA	5808669
81196	SALAS	15028	VALERIAN TE	2/20/2021	BULKY WA	5806932
84830	HERNANDE	15012	MANDARIN	2/6/2021	BULKY WA	5790910
86558	QUINTANIL	1709	LADY GREY	2/6/2021	BULKY WA	5792566
88643	OTALORA	1420	ORANGE SPIC	2/6/2021	BULKY WA	5793965
97131	SHAIKH	1433	UDOR HOUS	2/20/2021	BULKY WA	5807376
97584	HENRY	14105	HARRIS RIDGE	2/6/2021	BULKY WA	5793456
111030	LOPEZ	905	SEBASTIAN	2/20/2021	BULKY WA	5806710
118912	PECKHAM	701	WATSON	2/20/2021	BULKY WA	5804071
128906	QUARLES	1113	UDOR HOUS	2/6/2021	BULKY WA	5791670
139211	HERNANDE	809	BETHEL	2/6/2021	BULKY WA	5792161
14470	NORTHTOV		IOUS LOCATI	2/6/2021	BULKY WA	5793496

**Missed Pick-ups**

CUST #	CUSTOMER	ADDRESS		DATE	ACTION	W/O#
61978	SCALCO	910	OLISHED STO	2/2/2021	96G RECYC	5791829
68823	BROWN	1012	BATTENBURG	2/9/2021	96G TRASH	5802967
69202	CHESHIRE	1004	BATTENBURG	2/9/2021	96G TRASH	5803045

70305	LOVELESS	708	BATTENBURG	2/13/2021	96G TRASH	5804882
71451	BONNETTE	906	LOCKING SPU	2/2/2021	96G RECY M	5791675
76416	DUGGAN	704	BATTENBURG	2/9/2021	96G TRASH	5803010

**Cart Deliveries**

CUST #	CUSTOMER	ADDRESS		DATE	ACTION	W/O#
260219	KHALIQ	13807	LOTHIAN	2/6/2021	96G RES TR	5793538
260451	ROBINSON	14022	MARICELLA	2/27/2021	96G RES TR	5803809
260691	BENAVIDES	1717	ADY GREY AV	2/27/2021	96G RES TR	5810648
61757	TRAN	1317	UDOR HOUS	2/27/2021	96G RES TR	5813548
70182	GARZA	13705	GREINERT	2/27/2021	96G RES TR	5809293
70182	GARZA	13705	GREINERT	2/27/2021	96G RES RE	5809296
71109	KHALIQ	13807	LOTHIAN	2/6/2021	96G RES RE	5793530
71386	AUSTIN VE	15120	PLOWSHARE	2/6/2021	96G RES TR	5793350
71748	MOTEN	901	WISTED FENC	2/6/2021	96G RES TR	5791658
86926	BENAVIDES	1717	LADY GREY	2/27/2021	96G RES TR	5819050
149031	LEE	14404	LAKE VICTOR	2/6/2021	96G RES TR	5791847
158812	ZVONEK	14300	LAKE VICTOR	2/6/2021	96G RES TR	5791535
260189	OLIVAS	110	ARL BUTTERF	2/6/2021	96G RES TR	5792857
260189	OLIVAS	110	ARL BUTTERF	2/6/2021	96G RES RE	5792857
260992	XING	14305	SILVER LACE	2/27/2021	96G RES TR	5829690
260992	XING	14305	SILVER LACE	2/27/2021	96G RES RE	5829690

**Cart Swaps**

CUST #	CUSTOMER	ADDRESS		DATE	ACTION	W/O#
72031	CHAVEZ	13904	CONNER DO	2/6/2021	SWAP 9T C	5802251
72031	CHAVEZ	13904	CONNER DO	2/6/2021	SWAP 9Y C	5802251

**Cart Terms**

CUST #	CUSTOMER	ADDRESS		DATE	ACTION	W/O#





2/20/2021	41043	A504	199398	3.21
2/20/2021	44059	A504	199399	3.98
2/27/2021	41065	A501	200043	3.55
2/27/2021	41064	A501	200044	4.23
2/27/2021	80006	A501	200047	5.06
2/27/2021	41085	A501	200048	3.1

**Total Recycle Tonnage**

**42.75**

# Northtown Municipal Utility District

March 23, 2021

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- Review Cash Activity Report, including Receipts and Expenditures

- Action Items:

- Approval of director and vendor payments
- Approve funds transfers:
  - LOGIC Operating Account to ABC Bank Manager's Account: \$363,437.25
  - LOGIC Operating Account to ABC Bank Manager's Account: \$41,900.00
  - Compass Bank Lockbox to TexPool General Operating Account: \$300,000.00
  - Logic Tax Account to Logic General Operating Account: \$115,023.49
  - Logic Tax Account to Logic Debt Service Account: \$100,000.00
  - ABC Operating Account to TexPool General Operating Account: \$650,000.00

EXHIBIT F

Northtown Municipal Utility District  
Cash Activity Report - ABC Bank Operating Account  
February 28, 2021 - March 23, 2021

		General Fund Operating Account
<b>Cash Balance - February 28, 2021</b>		<b>20,426.19</b>
<b>Subsequent Activity</b>		<b>647,996.00</b>
Cash Receipts	Northtown Phase 1 LLC	<u>647,996.00</u>
	Total Subsequent Activity	<u>647,996.00</u>
<b>Transfers to be approved at March 23, 2021 Meeting</b>		<b>(650,000.00)</b>
Northtown M.U.D.	Transfer to TexPool Operating Account	<u>(650,000.00)</u>
		<u>(650,000.00)</u>
<b>Projected Balance as of March 23, 2021</b>		<b>\$ 18,422.19</b>

**Northtown Municipal Utility District**  
**Cash Activity Report - ABC Bank Manager's Account**  
**January 31, 2021 - March 23, 2021**

		<u>General Fund</u> <u>Manager's</u> <u>Account</u>
<b>Cash Balance - January 31, 2021</b>		<b>\$ 285,387.44</b>
<b>Subsequent Activity</b>		<b>10,618.96</b>
Transfers approved at the February 23, 2021 Meeting	367,086.92	
Transfers approved at the February 23, 2021 Meeting	48,500.00	
Payroll Expenses	(31,309.75)	
Payroll and Payroll Taxes	(373,658.21)	
Expenditures Approved at the February 23, 2021 Meeting (Cks #9695 - 9732)	(373,658.21)	
<b>Total Subsequent Activity</b>	<u>10,618.96</u>	
<b>Cash Balance - February 28, 2021</b>		<b>\$ 296,006.40</b>
<b>Subsequent Expenditures</b>		<b>(37,970.50)</b>
Payroll Expenses	(25,839.56)	
Payroll and Payroll Taxes	(22.40)	
City of Austin 9733	(20.00)	
Elita Systems 9734	(3,575.71)	
TML Health 9735	(853.10)	
TXU Energy 9736	(266.42)	
Child Support Services Division 9737	(120.06)	
Atmos Energy 9738	(1,818.30)	
City of Austin 9739	(1,094.18)	
LOF Defence Systems, Ltd. 9740	(1,577.44)	
Ramona Oliver 9741	(53.67)	
Robles, Ernest 9742	(320.56)	
AT&T 9743	(2,004.70)	
City of Austin 9744	(130.00)	
Crisp Analytical Laboratories, L.L.C. 9745	(133.21) *	
Child Support Services Division 9746	(141.19) *	
Time Warner Cable 9747	(37,970.50)	
<b>Total Subsequent Activity</b>	<u>(37,970.50)</u>	
<b>Expenditures to be Approved at March 23, 2021 Meeting</b>		<b>(363,437.25)</b>
Ranger A-TX, LP 9748	(4,805.71)	
Amaro, Felix T 9749	(138.53)	
Campbell, Robin 9750	(138.52)	
Capers, Christopher B. 9751	(138.53)	
Bella Real Estate 9752	(118.43)	
Darwin Homes TX, LLC 9753	(135.20)	
KB Homes 9754	(1.47)	
Lone Star Realty 9755	(125.33)	
Opendoor Labs 9756	(118.43)	
360 Professional Services, Inc. 9757	(13,479.30)	
Armbrust & Brown, P.L.L.C. 9758	(9,159.74)	
Ayers Technology Corporation 9759	(77.50)	
Bott & Douthitt, P.L.L.C. 9760	(5,500.00)	
City of Austin 9761	(153,756.19)	
City of Austin - CRF 9762	(14,400.00)	
City of Round Rock Environmental Services 9763	(200.00)	
Crossroads Utility Services 9764	(42,215.14)	
DSHS Central Lab MC2004 9765	(445.32)	
McCall Gibson Swedlund Barfoot P.L.L.C. 9766	(3,250.00)	
Ramona Oliver 9767	(299.25)	
Roadrunner Inspection Services 9768	(1,350.00)	
Texas Disposal Systems, Inc. 9769	(64,268.28)	
TexasScapes 9770	(36,705.88)	
Travis Central Appraisal District 9771	(5,111.30)	
Travis County Sheriff's Department 9772	(2,140.00)	
Amaro, Felix T 9773	(554.10) *	
Campbell, Robin 9774	(554.10) *	
Capers, Christopher B. 9775	(138.52) *	
Employee Incentive Plans, Inc. 9776	(536.77) *	
TML Health 9777	(3,575.71) *	
Rent - May 2021	(4,805.71)	
Director Fees - March 23, 2021	(138.53)	
Director Fees - March 23, 2021	(138.52)	
Director Fees - March 23, 2021	(138.53)	
Customer Refund	(118.43)	
Customer Refund	(135.20)	
Customer Refund	(1.47)	
Customer Refund	(125.33)	
Customer Refund	(118.43)	
Engineering Fees - February 2021	(13,479.30)	
Legal Fees - February 2021	(9,159.74)	
Computer Support	(77.50)	
Accounting Fees - February 2021	(5,500.00)	
W/WW Purchases - February 2021	(153,756.19)	
City of Austin Impact Fees 2/23/2021	(14,400.00)	
Bacteriological Test - 24 PA	(200.00)	
Operations - February 2021	(42,215.14)	
Laboratory Fees 1/27/21	(445.32)	
Audit Fees 9/30/2020	(3,250.00)	
Expense Reimbursement	(299.25)	
Inspection Fees - January 2021	(1,350.00)	
Garbage Fees - February 2021	(64,268.28)	
Landscape/Irrigation Fees	(36,705.88)	
Appraisal Fees - 2nd Quarter FY 2020 - 2021	(5,111.30)	
Security Patrol Vehicle	(2,140.00)	
Director Fees - Additional Per Diems	(554.10) *	
Director Fees - Additional Per Diems	(554.10) *	
Director Fees - Additional Per Diems	(138.52) *	
401(k) Administration	(536.77) *	
Employee Benefits - April 2021	(3,575.71) *	
<b>Total Expenditures</b>	<u>(363,437.25)</u>	
<b>Subtotal</b>		<b>(105,401.35)</b>
<b>Transfers to be approved</b>		<b>405,337.25</b>
Transfer for expenditures approved 3/23/2021	363,437.25	
Transfer Funds	41,900.00	
Transfer from TexPool Operating Account	363,437.25	
Transfer from TexPool Operating Account	41,900.00	
<b>Projected Balance as of March 23, 2021</b>		<b>\$ 299,935.90</b>

\*Added after packet distribution

**Northtown Municipal Utility District**  
**Cash Activity Report - ABC Bank Customer Refund Account**  
**February 28, 2021 - March 23, 2021**

			<u>General Fund</u> <u>Customer Refund</u> <u>Account</u>
<b>Cash Balance - February 28, 2021</b>			<b>\$ 5,238.96</b>
<b>Expenditures to be Approved at March 23, 2021 Meeting</b>			<b>(1,420.63)</b>
Adela Sifuentes	12581	Customer Refund	(18.37)
Baldwa, Sitaram	12582	Customer Refund	(122.18)
Chavez, Ana	12583	Customer Refund	(30.24)
Hendricks, Clayton	12584	Customer Refund	(103.44)
Hinojosa, Lina	12585	Customer Refund	(35.73)
Leon, Romualdo	12586	Customer Refund	(124.95)
Liu, Eugene	12587	Customer Refund	(116.57)
Loera, Ashley	12588	Customer Refund	(71.29)
Lopez, Tayler	12589	Customer Refund	(99.10)
Milstein, Abraham	12590	Customer Refund	(49.59)
Olaajo, Fiwajomi	12591	Customer Refund	(115.09)
Rickel, Joshua	12592	Customer Refund	(75.24)
Sharma, Aparna	12593	Customer Refund	(70.12)
Skidmore, Steven	12594	Customer Refund	(101.08)
Thapa, Mani	12595	Customer Refund	(86.37)
Turgut, Leigh	12596	Customer Refund	(52.26)
Xue, Qizhen	12597	Customer Refund	(149.01)
<b>Total Expenditures</b>			<b>(1,420.63)</b>
<b>Projected Balance as of March 23, 2021</b>			<b>\$ 3,818.33</b>

**Northtown Municipal Utility District  
Cash Activity Report - Chase Bank Operating Account  
February 28, 2021 - March 23, 2021**

	<b>General Fund Operating Account</b>
<b>Cash Balance - February 28, 2021</b>	<b>\$ 13,478.71</b>
<b>Subsequent Activity</b>	<b>-</b>
<b>Projected Balance as of March 23, 2021</b>	<b>\$ 13,478.71</b>

**Northtown Municipal Utility District**  
**Cash Activity Report - Chase Bank Manager's Account**  
**February 28, 2021 - March 23, 2021**

	<u>General Fund Manager's Account</u>
<b>Cash Balance - February 28, 2021</b>	<b>\$ 8,220.96</b>
<b>Subsequent Activity</b>	<b>-</b>
<b>Projected Balance as of March 23, 2021</b>	<b>\$ 8,220.96</b>

**Northtown Municipal Utility District**  
**Cash Activity Report - ABC Bank Park Fund Account**  
**February 28, 2021 - March 23, 2021**

	<u>ABC Bank</u> <u>Park</u> <u>Account</u>
<b>Cash Balance - February 28, 2021</b>	<b>\$ 49,950.00</b>
<b>Subsequent Activity</b>	<b>-</b>
<b>Projected Balance as of March 23, 2021</b>	<b>\$ 49,950.00</b>

**Northtown Municipal Utility District  
Cash/Investment Activity Report  
February 28, 2021 - March 23, 2021**

	Interest Rate	Maturity Date	Balance 2/28/2021	Subsequent Receipts	Subsequent Disbursements	Subtotal	Transfers to be 3/23/2021	Projected Balance 3/23/2021
<b>General Fund -</b>								
ABC Bank - Operating Account	0.0000%	N/A	\$ 20,426.19	\$ 647,996.00	\$ -	\$ 668,422.19	\$ (650,000.00) (6)	\$ 18,422.19
ABC Bank - Manager's Account	0.0000%	N/A	296,006.40	-	(401,407.75)	(105,401.35)	405,337.25 (1)(2)	299,935.90
ABC Bank - Customer Refunds	0.0000%	N/A	5,238.96	-	(1,420.63)	3,818.33	-	3,818.33
JP Morgan Chase (Operating)	0.0100%	N/A	13,478.71	-	-	13,478.71	-	13,478.71
JP Morgan Chase (Manager's)	0.0100%	N/A	8,220.96	-	-	8,220.96	-	8,220.96
Compass Bank Lockbox	0.1000%	N/A	317,330.70	-	(6,000.00)	311,330.70	(300,000.00) (3)	11,330.70
Logic Operating - 01	0.0981%	N/A	13,252,407.02	-	-	13,252,407.02	(290,313.76) (1)(2)(4)	12,962,093.26
TexPool Operating	0.0189%	N/A	2,563,463.77	-	-	2,563,463.77	950,000.00 (3)(6)	3,513,463.77
TexPool Fiscal Surety Trail Easement	0.0189%	N/A	103,632.99	-	-	103,632.99	-	103,632.99
<b>Total - General Fund</b>			<b>16,580,205.70</b>	<b>647,996.00</b>	<b>(408,828.38)</b>	<b>16,819,373.32</b>	<b>115,023.49</b>	<b>16,934,396.81</b>
<b>Park Fund -</b>								
ABC Bank - Park Account	0.0000%	N/A	49,950.00	-	-	49,950.00	-	49,950.00
Logic - Park Fund - 02	0.0981%	N/A	46,735.63	-	-	46,735.63	-	46,735.63
TexPool Park	0.0189%	N/A	4,552.08	-	-	4,552.08	-	4,552.08
<b>Total - Park Fund</b>			<b>101,237.71</b>	<b>-</b>	<b>-</b>	<b>101,237.71</b>	<b>-</b>	<b>101,237.71</b>
<b>Debt Service Fund -</b>								
Logic - Tax Account	0.0981%	N/A	238,667.69	-	-	238,667.69	(215,023.49) (4)(5)	23,644.20
Logic - Debt Service	0.0981%	N/A	2,254,739.90	-	-	2,254,739.90	100,000.00 (5)	2,354,739.90
TexPool - SR 2020 Cap Int	0.0189%	N/A	374,963.36	-	-	374,963.36	-	374,963.36
<b>Total - Debt Service Fund</b>			<b>2,868,370.95</b>	<b>-</b>	<b>-</b>	<b>2,868,370.95</b>	<b>(115,023.49)</b>	<b>2,753,347.46</b>
<b>Capital Project Fund -</b>								
Logic - SR 2011 CPF	0.0981%	N/A	2,478.85	-	-	2,478.85	-	2,478.85
TexPool - SR 2020 CPF	0.0189%	N/A	9,030,170.74	-	-	9,030,170.74	-	9,030,170.74
<b>Total - Capital Project Fund</b>			<b>9,032,649.59</b>	<b>-</b>	<b>-</b>	<b>9,032,649.59</b>	<b>-</b>	<b>9,032,649.59</b>
<b>Total - All Funds</b>			<b>\$ 28,582,463.95</b>	<b>\$ 647,996.00</b>	<b>\$ (408,828.38)</b>	<b>\$ 28,821,631.57</b>	<b>\$ -</b>	<b>\$ 28,821,631.57</b>

- (1) To transfer funds from Logic Operating Account to ABC Bank Manager's Account: \$363,437.25  
(2) To transfer funds from Logic Operating Account to ABC Bank Manager's Account: \$41,900.00  
(3) To transfer funds from Compass Bank Lockbox Account to TexPool Operating: \$300,000.00  
(4) To transfer funds from Logic Tax to Logic General Operating Account: \$115,023.49  
(5) To transfer funds from Logic Tax to Logic Debt Service Account: \$100,000.00  
(6) To transfer funds from ABC Operating Account to TexPool General Operating Account: \$650,000.00

**Northtown Municipal Utility District**  
**P.O. Box 2445**  
**Round Rock, TX 78680**

March 23, 2021

TexPool Participant Services  
1001 Texas Ave, Ste 1400  
Houston, TX 77002

Re: Funds Transfer

Dear TexPool,

Please consider this letter as written authorization by the Northtown MUD Board of Directors to transfer the following funds:

\$363,437.25 From LOGIC General Operating Account  
to ABC Bank District Manager's Account

If you should have any questions, please contact Tricia Melton at (512) 733-0700

Sincerely,

Northtown MUD  
Board of Directors

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**Northtown Municipal Utility District  
P.O. Box 2445  
Round Rock, TX 78680**

March 23, 2021

Compass Bank  
SALLY HAGANS  
AVP, PUBLIC FUNDS MANAGEMENT  
5 RIVERWAY DR  
HOUSTON TEXAS 77056

Dear Compass Bank:

Please consider this letter as written authorization by the Northtown MUD Board of Directors to transfer the following funds:

\$300,000.00 From Compass Bank Lockbox Account  
to TexPool Operating Account

If you should have any questions, please contact Tricia Melton at (512) 733-0700

Sincerely,

Northtown MUD  
Board of Directors

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**Northtown Municipal Utility District  
P.O. Box 2445  
Round Rock, TX 78680**

March 23, 2021

LOGIC Participant Services  
1201 Elm Street, Ste. 3500  
Dallas, TX 75270

Re: Funds Transfer

Dear Logic,

Please consider this letter as written authorization by the Northtown MUD Board of Directors to transfer the following funds:

\$115,023.49 From Logic Tax Account  
to Logic Operating Account

If you should have any questions, please contact Tricia Melton at (512) 733-0700

Sincerely,

Northtown MUD  
Board of Directors

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**Northtown Municipal Utility District  
P.O. Box 2445  
Round Rock, TX 78680**

March 23, 2021

LOGIC Participant Services  
1201 Elm Street, Ste 3500  
Dallas, TX 75270

Re: Funds Transfer

To Whom It May Concern,

Please consider this letter as written authorization by the Northtown MUD Board of Directors to transfer the following funds per the attached wiring instructions:

\$100,000.00 Logic Tax Account  
to Logic Debt Service Account

If you should have any questions, please contact Tricia Melton at (512) 733-0700

Sincerely,

Northtown MUD  
Board of Directors

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**Northtown Municipal Utility District**  
**P.O. Box 2445**  
**Round Rock, TX 78680**

March 23, 2021

TexPool Participant Services  
1001 Texas Ave, Ste 1400  
Houston, TX 77002

Re: Funds Transfer

Dear TexPool,

Please consider this letter as written authorization by the Northtown MUD Board of Directors to transfer the following funds:

\$650,000.00 From ABC Bank Operating Account  
to TexPool Operating Account

If you should have any questions, please contact Tricia Melton at (512) 733-0700

Sincerely,

Northtown MUD  
Board of Directors

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## CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (this "Agreement") is entered into effective as of March 8, 2021, 2021 (the "Effective Date"), by and between NORTHTOWN MUNICIPAL UTILITY DISTRICT, a political subdivision of the State of Texas (the "District") and CDM Smith, Inc., a Massachusetts corporation ("Contractor"). The District and Contractor are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

### RECITALS:

A. Under Public Law 115-270, adopted by the 115<sup>th</sup> Congress of the United States (the "America's Water Infrastructure Act" or "AWIA") the District is required to: (i) conduct and certify to the United States Environmental Protection Agency (the "EPA") an assessment of the risks to and resilience of its water system (the "Risk Assessment"); and (ii) create and certify to the EPA an emergency response plan for the District's water system, incorporating the results of the Risk Assessment, for use in the event of an emergency (the "Emergency Plan").

B. Pursuant to that certain Standard Form of Agreement between Owner and Engineer dated March 3, 2021 as approved by the District on March 8, 2021 between the District and Contractor (the "Contract"), the District has engaged Contractor to provide certain services related to preparation and certification of the District's Risk Assessment and Emergency Plan as required by the AWIA (the "Services").

C. Under Texas Government Code Section 552.139, information is confidential by law if it is related to computer network security, vulnerability reports, passwords, access, codes, or other information related to protecting a computer system of a governmental entity or of a contractor or a governmental entity.

D. Under Texas Government Code Sections 418.177 and 418.181, information is confidential by law if it is collected, assembled, or maintained by or for a governmental entity for the purpose of preventing, detecting, or investigating an act of terrorism or related criminal activity, such as a risk assessment, or if it identifies technical details of particular vulnerabilities of criminal infrastructure, such as a water system, to an act of terrorism.

E. The Parties desire to enter into this Agreement to set forth certain rights, duties, and obligations with respect to information collected, assembled, or maintained by or for the District under the Contract or in connection with the District's Risk Assessment or Emergency Plan.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Materials** Any materials or other information generated, obtained, gathered, prepared, collected, assembled, stored, or maintained by the District, Contractor, or either of their respective directors, officers, employees, consultants, agents, and representatives (collectively, "Representatives"), in connection with the District's Risk Assessment, the District's Emergency Plan, or any other Services (the "Materials") shall be deemed confidential, unless such Materials are expressly designated as not confidential in writing in advance by the District.

2. **Non-Disclosure of Materials**. Contractor and its Representatives may use the Materials solely for the purpose of performing the Services and will not use the Materials for any other purpose without the prior written consent of the District. Contractor and its Representatives will maintain the confidentiality of the Materials as required by this Agreement and applicable law, including Texas Government Code Sections 418.177 and 418.181, and Contractor shall not disclose any of the Materials in any manner whatsoever; provided, however,

that (a) Contractor may make any disclosure of information contained in the Materials to which the District gives its express prior written consent, and (b) any information contained in the Materials may be disclosed to Contractor's Representatives who need to know such information for the purpose of performing the Services and who are expressly instructed by Contractor to abide by this Agreement and keep such information confidential. Contractor shall be responsible for any breach of this Agreement by its Representatives. Contractor agrees to maintain a written record as to the persons to whom it discloses the Materials and will provide the District with a listing of all such persons upon request of the District.

3. **Return of Materials.** Promptly upon the written request of the District and upon completion of the Services, Contractor will return all originals and copies of the Materials to the District. All notes, studies, reports, memoranda and other documents prepared by Contractor or its Representatives that contain or reflect the Materials shall be maintained by Contractor as required by the District's record retention requirements and will be destroyed upon written request of the District within five (5) days of such request by the District.

4. **Remedies.** Contractor acknowledges and agrees that there is no adequate remedy at law in the event of any breach of this Agreement. Therefore, the District will be entitled to specific performance, injunctive relief, damages, and all other remedies available at law or in equity in the event of a breach of any provision of this Agreement by Contractor or its Representatives. Additionally, Contractor agrees to reimburse the District for all costs and expenses, including attorneys' fees, incurred by the District in connection with such breach.

5. **Miscellaneous.** This Agreement and the Contract represent the entire understanding and agreement of the Parties with respect to the subject matter. This Agreement may be modified or waived only by a separate writing expressly so modifying or waiving this Agreement. No failure or delay by the District in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power, or privilege hereunder. This Agreement shall be governed and construed in accordance with the laws of the State of Texas. The captions contained in this Agreement are for convenience only and shall not affect the construction or interpretation of any provisions of this Agreement. The Parties acknowledge that each Party and its counsel has reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

6. **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 Agreement, and electronically file it with the Texas Ethics Commission ("*TEC*"); and (2) submit the signed Form 1295, including the certification of filing number of the Form 1295 with the TEC, to the District at the same time the Contractor executes and submits this Agreement to the District. Form 1295s are available on the TEC's website at <https://www.ethics.state.tx.us/filinginfo/1295/>. This Agreement is not effective until the requirements listed above are satisfied and any approval or award of the Agreement 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.**

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

Agreement to the District or within seven days of becoming aware of a matter that requires disclosure under Chapter 176, whichever is applicable.

8. **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 this Agreement, 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 Agreement. The foregoing verification is made solely to comply with Chapter 2271, to the extent such Chapter does not contravene applicable Federal law. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Contractor understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with Contractor.

9. **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.

EXECUTED by the Parties to be effective as of the Effective Date.

\* \* \* \* \*

**COUNTERPART SIGNATURE PAGE TO  
CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

**THE DISTRICT:**

**NORTHTOWN MUNICIPAL UTILITY  
DISTRICT**

By: Brenda Richter  
Brenda Richter, President  
Board of Directors

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

COUNTERPART SIGNATURE PAGE TO  
CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

CONTRACTOR:

**CDM SMITH INC.**, a Massachusetts corporation

By: Stacy L Barna  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address: 9430 Research Blvd., Suite 1-200  
Austin, Texas 78759



P.O. Box 3639  
Cedar Park, Texas 78630

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**DATE:** March 15, 2021  
**TO:** Northtown Municipal Utility District  
Board of Directors  
**FROM:** Scott J. Foster, P.E.  
**RE:** Northtown MUD – Engineer’s Report for the March 2021 Board Meeting

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**Report from District Engineer, including:**

***a) Development Updates;***

***i) Pflugerville ISD Tract;***

The project is substantially complete and is pending final acceptance. The remaining items are generally administrative. However, the Harris Ridge Extension project is required to be accepted prior to or in conjunction with this project.

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

The plans are technically complete and are pending the receipt of administrative items including a reimbursement agreement.

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

The plans are technically complete and are pending the receipt of administrative items including a reimbursement agreement.

The developer is working on the easement that was approved to be released at the February 2021 meeting.

***iv) Harris Ridge Extension Project, including status of detention pond improvements;***

In November 2020, the City of Austin approved the construction of the pond improvements. The close out process is being discussed with the developer.

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

Construction started on the project in March 2021 and is anticipated to be completed in Summer 2023. The developer and their contractor are both willing to work with the District to minimize conflicts with the adjacent District office project.

EXHIBIT H

**vi) *The Lakes Retail Center;***

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

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

The developer has contacted 360 PSI regarding the development of the property. The developer originally contacted the District in 2016, but the project was placed on hold. The subject tract will rely upon the completion of other projects (Harris Ridge; John Henry Faulk, etc.) by the Villages at Northtown. In January 2019, the developer submitted plans and supplemental information for review. Comments were issued on February 20, 2019, and an update is pending. The developer has indicated they are attempting to respond to the District's, City's, and County's comments in June 2019. In October 2019, an update to the plans was provided, and comments were issued on November 12, 2019. In March 2020, the project was considered dormant and inactive since the developer's application with the City expired. The developer resubmitted plans to the District on July 2, 2020, and comments were issued on July 9, 2020.

The developer anticipates the need to dedicate easements for public water improvements on their tract. In addition, the developer will need to establish restrictive covenants for the property. The easements and restrictive covenants are currently pending recordation and are expected to be finalized in March 2021.

The restrictive covenants have been drafted and are pending final approval by the subcommittee and/or Board. The developer submitted plans to demonstrate compliance with the restrictive covenants and our review is attached. The subcommittee requested that the review be forwarded to the Board for further discussion.

Construction is expected to start in early 2021.

**b) *MS4 Permitting Update;***

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. As of March 2021, the application was still under review.

The District's annual report for 2019 was submitted to the TCEQ on March 12, 2020. As of March 2021, the report was still under review.

The District's annual report for 2020 was submitted to the TCEQ on March 1, 2021.

At the November 2020 Board meeting, 360 PSI was authorized to perform inspections on the District's ponds. The inspections are still pending and expected to be completed in early 2021.



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

The District and the contractor have executed the construction contract. The contractor's various permits with the City are currently under review and being finalized. Preconstruction meetings were held with both the City and the County. Construction is expected to start in April 2021.

After Recording, please return to:  
c/o Carter Dean, Armbrust & Brown, PLLC  
100 Congress Ave., Suite 1300  
Austin, Texas 78701

**RESTRICTIVE COVENANTS**  
**(Multifamily Tracts)**

THE STATE OF TEXAS

COUNTY OF TRAVIS

WHEREAS, \_\_\_\_\_ (the  
"Owner") is the owner of that real property situated in Travis County, Texas, which is more  
particularly described as:

That certain \_\_\_\_\_ acres of land as more fully described on  
Exhibit "A", attached hereto and incorporated herein by reference  
(the "Property"); and

WHEREAS, Northtown Municipal Utility District, a political subdivision of the State of  
Texas (the "District") and the Owner have agreed that the Property should be impressed with  
certain covenants and restrictions running with the land and desire to set forth such agreement in  
writing;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of  
which are hereby acknowledged, the owner agrees as follows, which agreement will constitute a  
covenant running with the land comprising the Property and be binding on the Owner, its  
successors and assigns:

1. Prohibited Uses. The following uses are prohibited on the Property:
  - a. Rent-controlled, tax subsidized or "tax credit" housing;
  - b. Manufactured housing or mobile homes;
  - c. Sexually oriented or "adult" businesses;
  - d. Alcoholic beverage sales; and
  - e. Pawn shops.

2. Density. The total density of multifamily residential development on the Property shall not exceed 22 apartment units per acre.
3. Height; Roof Design. The improvements on the Property may not exceed three stories in height. All buildings must have pitched roofs, with a minimum of 4 ½ to 12 pitch.
4. Setbacks and Landscape Buffers. All buildings on the Property must be set back at least 25 feet from the front street, and 15 feet from any side street.
5. Landscaping.

a. General Requirements.

- i. For the purposes of this covenant, the term "landscape yard" means the area of a lot between the street right-of-way and a line that coincides with the front wall of the building and extends from the building corners to the side property line.
- ii. At least 20 percent of the area of the landscape yard of a lot must be landscaped area.
- iii. Each square foot of permeable landscaped area under the canopy of a tree that has a trunk diameter of at least two inches, counts as one and one-fourth square feet of landscaped area for calculating compliance with the preceding subparagraph (2). This credit applies only if at least 50 percent of the area under the canopy of the tree is permeable.
- iv. A required landscaped area may include planters, brick, stone, natural forms, water forms, aggregate, and other landscape features, if inorganic materials do not predominate over the plants. Smooth concrete or asphalt may not be included in a required landscaped area.

b. Plants.

A required landscaped area, or a plant, that is adjacent to pavement must be protected with a concrete curb or an equivalent barrier.

c. Trees.

- i. For the purposes of this covenant, the diameter of a tree trunk is measured at a height of 4-1 /2 feet above the ground, unless otherwise expressly provided to the contrary below.
- ii. For the purposes of this covenant:
  1. a tree must be at least 6 feet in height and have a trunk diameter of one and one-half inches measured 6 inches above the ground at the time it is counted; and
  2. a tree that has a trunk diameter of at least eight inches, or a tree that has a trunk diameter of at least six inches and a height of at least 15 feet, is counted as two trees.
- iii. A landscape yard that measures less than 10,000 square feet in area must contain at least one tree for each 1,000 square feet, or fraction thereof.
- iv. A landscape yard that measures 10,000 or more square feet, but less than 110,000 square feet, must contain at least ten trees, plus at least one additional tree for each 2,500 square feet, or fraction thereof, over 10,000 square feet.
- v. A landscape yard that measures 110,000 or more square feet must contain at least 50 trees, plus at least one additional tree for each 5,000 square feet, or fraction thereof, over 110,000.
- vi. A newly planted tree must be located in a landscaped area that is at least eight feet wide.

d. Visual Screening.

- i. The following features must be at least partially and periodically obscured from view from the street by landscaping, or by the use of landscaping along with berms, walls or decorative fences:
  1. a water quality control facility;
  2. a storm water drainage facility;
  3. an area where motor vehicles are moved, loaded, parked, or stored.
- ii. Plants should not obstruct the view between the street and a driveway.

e. Parking Lots.

- i. For each 12 parking spaces in a parking lot that is in a landscape yard, a minimum of 90 square feet of landscaped area are required within the parking lot.
- ii. For each 12 parking spaces in a parking lot that is not in a landscape yard, a minimum of 60 square feet of landscaped area are required within the parking lot.
- iii. A parking lot must have end islands landscaped with trees.
- iv. Except as provided in subparagraph (v) below, a parking space may not be located more than 50 feet from a landscaped area, or more than 50 feet from a tree.
- v. In a parking lot that has more than three distinct areas for the parking of vehicles:
  1. a landscaped median at least 10 feet wide is required for every third area for the parking of vehicles;
  2. a tree must be located within 25 feet of each parking space adjacent to a median; and
  3. end islands with trees are required.
- vi. A landscaped area that is required in connection with a parking lot:
  1. may consist of non-contiguous portions, and may be in the form of features commonly referred to as medians, peninsulas, and islands;
  2. must be evenly distributed throughout a parking lot, except that the distribution and location of landscaped area may accommodate existing trees or other natural features if the total area requirement is satisfied.

f. Irrigation Requirements.

- i. A landscaped area, or a plant, must be irrigated by:
  1. an automatic irrigation system;
  2. a hose attachment, if:
    - a. the development site area is not larger than 0.5 acre;

- b. the hose attachment is within 100 feet of the landscaped area or plant; and
        - c. there is not a road or parking pavement between the hose attachment and the landscaped area or plant; or
  - 3. for the first two growing seasons, a temporary, above ground automatic irrigation system, if:
    - a. the system complies with any applicable water conservation requirements in the District; and
    - b. the landscaped area is planted with native grasses and wildflowers.
- ii. An irrigation method must:
  - 1. provide a moisture level adequate to sustain growth of the plant materials on a permanent basis; and
  - 2. be maintained and kept operational.
- iii. Irrigation is not required for undisturbed natural areas or undisturbed existing trees.
- iv. An automatic irrigation system must comply with any applicable water conservation requirements of the District.

**g. Landscape Maintenance Requirements.**

- i. An owner shall maintain required landscaped areas in healthy condition, free from diseases, pests, weeds, and litter, in accordance with generally accepted horticultural practice.
- ii. An owner who receives notification from the District that plants on a site are dead, diseased, or severely damaged:
  - 1. shall remove the plants not later than the 60th day after notification; and
  - 2. replace the plants within six months after notification, or by the next planting season, whichever comes first.

- iii. An owner required to replace plants under the preceding subparagraph (2) must use replacement plants that are the same size and species, or of equivalent quality and size.

h. Procedures and Miscellaneous.

- i. The landscaping requirements of this Paragraph 5 are intended to be consistent with the landscaping requirements of the City of Austin, as set forth in the Austin City Code as of the date hereof. Notwithstanding anything else in this restrictive covenant to the contrary, if the owner of a lot, parcel or tract within the Property shall have obtained approval of a landscaping plan which is consistent with then current City of Austin requirements as a part of a site plan approval by the City of Austin, the substantial compliance of such landscaping plan with this restrictive covenant shall be deemed conclusively established, but subject to the provisions hereof concerning the ongoing maintenance of landscape areas.
- ii. If City of Austin approval is not obtained as provided by the preceding subparagraph (i), the landscape plans must be submitted to the Board of Directors of the District (the "Board"), or its designee, for review and approval prior to the commencement of construction or clearing activity on the subject lot, tract or parcel. Such approval shall not be unreasonably withheld, delayed or conditioned upon a demonstration of compliance with the provisions of this Paragraph 5 concerning landscaping.
- iii. The Board may approve variances from the provisions of this Paragraph 5, or may approve a plan of alternative compliance, upon a showing of good cause by the applicant for such approvals.

6. Signs.

- a. The following signs are prohibited:
  - i. an off-premise sign, which for the purposes of this restrictive covenant shall mean a sign advertising a business, person, activity, goods, products or services not located on the site where the sign is installed, or that directs

persons to any location not on that site (an off-premise sign being commonly referred to as a "billboard");

- ii. a sign placed on a vehicle or trailer that is parked or located for the primary purpose of displaying the sign;
- iii. a festoon, including tinsel, strings of ribbon, small commercial flags, streamers, and pinwheels;
- iv. a sign not permanently affixed to a building, structure, or the ground that is designed or installed in a manner allowing the sign to be moved or relocated without any structural or support changes;
- v. a tethered, pilotless balloon or other gas-filled device used as a sign;
- vi. a sign that uses an intermittent or flashing light source to attract attention, excluding an electronically controlled changeable-copy sign; and
- vii. a sign within 12 feet of the public right-of-way that is more than 30 inches in height above street pavement grade.

b. Signs which are not prohibited by the preceding subparagraph a. shall be subject to the following criteria:

- i. One freestanding sign for each curb cut is permitted as follows:
  - 1. The sign height may not exceed six feet.
  - 2. The sign area may not exceed 35 square feet.
- ii. Wall signs are permitted.
- iii. One commercial flag for each curb cut is permitted, not exceeding 30 feet in height.
- iv. For signs other than freestanding signs, the total sign area for a lot may not exceed the lesser of:
  - 1. 0.5 square feet for each linear foot of street frontage; or
  - 2. 35 square feet.
- v. Temporary free-standing or wall signs advertising the construction, remodeling, development, sale, or lease of a building or the land on which the sign is located may only be displayed from the 30th day before the activity begins until the 30th day after the activity ends.

- vi. Signs directing the movement or placement of vehicular or pedestrian traffic may be freestanding or wall signs, and are allowed in addition to other permitted signs, but may not exceed 12 square feet.
  - vii. A decoration that displays or depicts a national, local, or religious holiday or season is permitted for not more than 45 consecutive days.
  - viii. Nothing herein shall be construed to prohibit governmental signs; historical markers; political signs; non-commercial flags; signs on the interior walls of a building; or building names or construction dates, if cut into the building surface or inlaid to become part of the building.
7. Lighting. All exterior lighting for the Property (including parking lot lighting) must be directed downward and designed, constructed and maintained to shield neighboring property from direct lighting or glare.
8. Dumpster. All exterior refuse and/or recycling containers must be screened from view from adjacent property and from public roads through the use of permanent masonry enclosures approved by the Board of the District or its designee.
9. Nuisances. No activity shall be carried on or permitted on the Property which produces excessive noise, fumes or dust, or which otherwise creates a nuisance.
10. Special Provisions for Areas Adjacent to Parkland.
- a. Development on the portions of the Property having property lines adjacent to parkland which is dedicated to the District or the City of Austin or is shown as park or green space on the latest approved version of the Land Plan which is incorporated into the Agreement Concerning Creation and Operation of Northtown Municipal Utility District between the City of Austin and the District, dated October 18, 1984, as amended, shall to the extent reasonably feasible employ, (i) the design concepts and implementation strategies for "Creek Edges" as set forth in the attached Exhibit "B-1 "; (ii) the design concepts and implementation strategies for "Adjacent

Development" as set forth in the attached Exhibit "B-2"; and (iii) the design concepts and implementation strategies for "Roadway Intersections" as set forth in the attached Exhibit "B-3". As used in any of such design concepts or implementation strategies, the term "glossary" of native or adapted plant species shall mean and refer to the glossary of plant species attached as Exhibit "B-4"; and the term "site vocabulary" shall mean and refer to those items listed in the attached Exhibit "B-5". For the purposes of the said design concepts and implementation strategies, the term "commercial development" shall be deemed to include multifamily residential development.

- b. Plans addressing the requirements of this Paragraph 10 shall be submitted to the Board of the District, or its designee, for review and approval prior to commencement of construction or clearing activity on the subject lot, tract or parcel. Such approval shall not be unreasonably withheld, delayed or conditioned if substantial compliance with the provisions of this Paragraph 10 is demonstrated.
  - c. The Board may approve variances from the provisions of this Paragraph 10, or may approve a plan of alternative compliance, upon a showing by the applicant for such approvals that literal compliance is impractical or a hardship.
11. Construction Materials. At least 50% of the exterior of all building(s) constructed on the Property, except for the roof, windows and door openings, must be of stucco, brick, stone or materials of substantially similar appearance. No highly reflective or mirrored building materials will be permitted for roofs or exterior walls.
12. Repair and Maintenance. The Property and all improvements thereon must be continuously maintained so as to present a neat and well-kept appearance at all times.
13. Parking and Enclosure. All projects to be constructed on the Property must be fenced and gated. The Owner must provide adequate parking for all tenants and their guests on the Property, including a designated parking area for the tenants' recreational vehicles, motor homes, boats, jet skis, and other non-passenger vehicles that is screened

from view from adjoining property or public streets. On-street parking of motor vehicles, boats and trailers is prohibited.

14. Enforcement. If any person or entity violates or attempts to violate the foregoing agreement and covenant, the District or its successors and assigns may prosecute proceedings at law or in equity against the person or entity violating or attempting to violate this agreement and covenant and may prevent said person or entity from violating or attempting to violate this agreement and covenant.
15. Severability. If any part or provision of this agreement or any covenant herein contained is declared invalid, by judgment or court order, that invalidity will not affect any of the other provisions or this agreement, and the remaining portion of this agreement will remain in full force and effect.
16. Waiver. Any failure of the District, its successors and assigns to enforce this agreement and the covenants contained herein, whether the violations are known or not, will not constitute a waiver or estoppel of the District's right to do so.
17. Successor to District. All references herein to the "District" shall include and refer to the District as presently constituted or any successor entity.
18. Amendment. This agreement and covenant may be modified, amended or terminated only by joint action of both (a) a majority of the board members of the Board, or such other governing body as may succeed the Board, and (b) the owners of not less than 2/3 the Property at the time of the modification, amendment or termination.

- Remainder of page intentionally left blank. Signature pages attached. -

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

**OWNER:**

\_\_\_\_\_

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

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

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

STATE OF NORTH CAROLINA  
COUNTY GUILFORD

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20  
\_\_\_\_, by \_\_\_\_\_, the \_\_\_\_\_  
of \_\_\_\_\_, a \_\_\_\_\_,  
on behalf of said \_\_\_\_\_.

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

After recording return to:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_