

Ubertini's suggestion that Tasks 4 and 5 from the Jones & Carter Engineering, Inc. invoice be paid out of the District's Capital Funds Account.

Next, Director Clifford inquired about the Lloyd Gosselink invoice relating to cybersecurity training. Ms. Albright explained that research was conducted in connection with the Legislature's passage of House Bill 3834, which contained requirements for local governments regarding cybersecurity training and its impact on the District. **After discussion, upon motion by Director Bryson, seconded by Director Clifford, and unanimously carried by the Board members present, the Board approved the financial report and authorized payments of all invoices and money transfers as noted in the report.**

The next item to come before the Board was to consider action as necessary concerning a report from the District's liaison to the HOA and from the HOA liaison to the District. Director Clifford informed the Board that the playscape canopy has not yet been installed as it has not yet been manufactured. She explained that the manufacturer is behind schedule, but the hope was to have it installed by next month. Director Clifford informed the Board that the outdoor screens had been installed by Fabric Bin on the Amenity Center patio. She requested that she be granted the authority to order another remote controller at a cost of \$325, as only one (1) was provided with the installation. After discussion, it was the consensus of the Board that Director Clifford be given authority to procure one (1) additional remote controller from Fabric Bin.

The Board then recognized Mr. Blanton, who reiterated that the HOA was soliciting bids for the painting of the outside of the Amenity Center and mail kiosk. Next, Mr. Blanton informed the Board that the HOA was planning wholesale revisions to the existing HOA landscape plan, due to the change in plans associated with the storage facility project. Mr. Blanton stated that the HOA would request input from Jones & Carter Engineering, Inc. in soliciting proposals from landscape architects they are familiar with. Director Clifford stated that the Board would be looking to the District's Attorney and Engineer for guidance in connection with bidding requirements associated with the hiring of a landscape architect.

The next item to come before the Board was to consider action as necessary concerning the adoption of an order of for new election equipment, provided as **Exhibit C**. Ms. Albright noted that it is the Board's intention to contract with Travis County to conduct the District's May 2, 2020 Director Election. She noted that Travis County has purchased new election equipment and the County has requested approval of the presented order due to this new equipment, and that the order applies to future elections as well. **After discussion, upon motion by Director Clifford, seconded by Director Bryson, and unanimously carried by the Board members present, the Board adopted an order adopting new election equipment.**

The next item to come before the Board was to take action regarding a report from the District's Engineer, provided as **Exhibit D**. Ms. Mitchell stated that she, Mr. Baze, the Engineering Subcommittee and the HOA President had met to discuss the trail and drainage projects accomplished to date, and walked the trails and noted areas of concern. She stated that her office would be preparing a summary of work needed along with costs for same. Ms. Mitchell stated that her office has substantially finished their review of the documents received from the District's previous engineer. Ms. Mitchell stated that she had visited the green belt area off of Lakewood Ridge Cove that the HOA would like to use for access to maintain the trails. She noted

that there is a drainage outfall near the street, but there appeared to be adequate space around the outfall for access. Ms. Mitchell stated that she had reviewed the construction plans for the area and did not find any other facilities at this location. In response to an inquiry from Mr. Blanton, Ms. Mitchell stated that she did not see any reason why the HOA could not install a pervious trail and trail entrance at this location. After discussion, Director Golde suggested that adjacent property owners be contacted to let them know that the HOA may have has plans to put in a trail at this location. Director Bryson stated that this would be done.

The next item to come before the Board was to consider action regarding drainage facilities, maintenance, and repair. Ms. Mitchell stated that she, Mr. Baze, the Engineering Subcommittee and the HOA President had met to discuss the options for addressing the erosion in the drainage ditch at 17613 Flagler Drive. She stated that it was decided that the project would be limited to the most eroded area, which totaled about 175 feet long. Ms. Mitchell stated that she was directed by the Engineering Subcommittee to prepare a preliminary design and obtain preliminary pricing for a concrete trickle channel. She presented a bid proposal from Dig Dug Construction (“Dig Dug”), provided as **Exhibit E**, in the amount of \$10,920. Ms. Mitchell stated that additional detail from the Engineering Subcommittee had been requested in connection with this project and recommended that the Board take action to authorize the District’s Engineering Subcommittee to approve the installation of a concrete trickle channel within the drainage ditch at the most eroded area at 17613 Flagler Drive at a cost not to exceed \$15,000. **After discussion, upon motion by Director Clifford, seconded by Director Bryson, and unanimously carried by the Board members present, the Board authorized one member of the District’s Engineering Subcommittee to negotiate a finalized agreement for the installation of a concrete trickle channel at a cost not to exceed \$15,000 and to execute said agreement.**

Next, Ms. Mitchell informed the Board that her firm had been asked by Mr. Blanton to review and approve an alternate culvert size for the proposed driveway at 8321 Lakewood Ridge. Ms. Mitchell recommended that this location could be served by two (2) 24” culverts.

Pursuant to agenda item ten, relating to the storage building, Ms. Mitchell informed the Board that Travis County ESD No. 6 declined the District’s appeal to waive the requirement for an additional fire hydrant to serve the storage building. She stated that at the direction of the District’s Engineering Subcommittee, an additional fire hydrant to serve the storage building was added to this project and plans would be resubmitted to Travis County ESD No. 6 to renew the permit. Ms. Mitchell noted that a permit renewal fee of approximately \$300 would be incurred in connection with this task. After discussion, it was the consensus of the Board that the \$300 permit renewal fee be paid by Jones & Carter Engineering and added to their engineering services invoice to the District. Next, Ms. Mitchell informed the Board that her office had reviewed their list of standard bidder qualifications used in prior municipal utility district projects and had generated a consolidated version for review by the District’s Engineering Subcommittee, HOA and the District’s Attorney and had prepared an updated version based on comments received. Ms. Mitchell stated that a draft bid package for the project had been submitted to the District’s Engineering Subcommittee, HOA, and the District’s Attorney. She stated that it was anticipated that the project would be advertised in the Lake Travis View beginning on February 27, 2020 and receiving bids on March 12, 2020.

Next, the Board considered action regarding the provision of solid waste collection and disposal services to the District. Ms. Albright presented this item and proceeded to review with the Board proposed edits to the draft agreement provided by Texas Disposal Systems, Inc. ("TDS") that had been obtained by Director Koerner, attached as **Exhibit F**. After discussion, it was suggested that additional edits be submitted to TDS for consideration, and that Director Koerner be authorized to approve the final edits. **After discussion, upon motion by Director Clifford, seconded by Director Ubertini, and unanimously carried by the Board members present, the Board authorized the approval of a finalized contract with TDS, upon review and approval by Director Koerner, and execution by the Board President.**

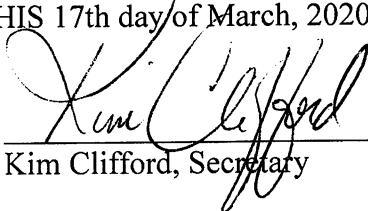
No action was taken in connection with current and proposed facilities owned or maintained by the District, including landscaping of Amenity Center Lot improvements and other facilities.

No action was taken in connection with the Joint Use and Maintenance Agreement with the Belvedere HOA, including reimbursement of costs.

The next item to come before the Board was to consider action regarding changes coming out of the 86th Legislative Session. Ms. Albright noted that certain individuals must participate in a certified cybersecurity training program on an annual basis, including elected board members. She noted that the first training must be completed by June 14, 2020. She noted that the Department of Information Resources is compiling a list of certified cybersecurity training programs, which her firm will review to determine which are most beneficial for the Board to undertake.

After discussion, there being no further business, and upon motion made by Director Clifford, seconded by Director Ubertini, and unanimously carried by the Board members present, the meeting was adjourned at 7:12 p.m.

PASSED, APPROVED AND ADOPTED THIS 17th day of March, 2020.



Kim Clifford, Secretary

Board members present, the Board approved the audit as presented and authorized Lloyd Gosselink to file the audit with the Texas Commission on Environmental Quality.

Director Clifford recommended that the audit report be posted to the HOA website and offered to get this accomplished.

The Board next considered the bookkeeper's report, including payment of invoices, coordination on bookkeeping matters, and TexPool investments. Mr. Monzingo presented the bookkeeper's report, provided as **Exhibit C**. Mr. Monzingo reviewed the invoices and transfers with the Board. He explained each of the fund's balances.

Director Clifford inquired as to two items on the Lloyd Gosselink invoice relating to an election seminar and a 1295 form. Ms. Albright explained that a Lloyd Gosselink paralegal had attended the election seminar held by the Secretary of State to prepare for recent changes to the election process, which could affect the District. Ms. Albright then described the research her firm performed regarding recent legal changes relating to the 1295 form, which was required anytime the District entered into certain contracts. **Upon motion by Director Clifford, seconded by Director Koerner, and unanimously carried by the Board members present, the Board approved the financial report and authorized payments of all invoices and transfers as noted in the report.**

The next item to come before the Board was to consider action as necessary concerning a report from the District's liaison to the HOA and from the HOA liaison to the District. The Board then recognized Mr. Blanton, who described the status of the outdoor screens to be installed on the Amenity Center patio. He noted that the screens had been on order since December and were expected to arrive within the next week. Mr. Blanton then noted that the awning on the playscape was due to be delivered within the next few weeks. And finally, he described major plans in the works for the HOA that would impact the District. First, the HOA was planning to get bids on painting the outside of the Amenity Center and mail kiosk, likely within the next few months. Second, the HOA was planning to revamp the landscaping, and Mr. Blanton inquired as to how the HOA should approach this project on behalf of the District with regards to the Amenity Center lot. He asked whether competitive bids were required for such a job, and Ms. Albright responded that she would look into any bidding requirements.

Next, Director Clifford noted that the updated Notice to Purchaser and the updated Data Sheet had been posted on the HOA website. Election information provided by Lloyd Gosselink with regards to filing an application had been posted on the bulletin board of the HOA website and had been sent as an email communication to every property owner within the District for whom the HOA possesses an email address. All questions from applicants were to be directed to Lloyd Gosselink. No further action was taken with respect to this agenda item.

The next item to come before the Board was to consider action as necessary concerning the Order Calling Directors Election, provided as **Exhibit D**. Ms. Albright noted that the purpose of this item was to call the election and to authorize publication of the notice. She noted that the application deadline was February 14, 2020, and the last day to withdraw an application was February 21, 2020. Director Koerner inquired as to the result of a scenario where no candidates

apply. Ms. Albright responded that those seats would then be considered vacant once the election was over, and the Board would be able to appoint the Board members to fill the vacancies. **Upon motion by Director Clifford, seconded by Director Koerner, and unanimously carried by the Board members present, the Board adopted the Order Calling Directors Election and directed the President and Secretary to execute it as appropriate.**

The next item to come before the Board was to take action regarding the execution of an election agreement with Travis County. Ms. Albright noted that in the event that the District were to hold an election, the District would need an election agreement with Travis County. In light of the tight deadlines enforced by Travis County, she recommended that the Board authorize at this meeting execution of such an agreement. **Upon motion by Director Clifford, seconded by Director Koerner, and unanimously carried by the Board members present, the Board authorized the President or Vice President to execute an election agreement with Travis County as necessary.**

The next item to come before the Board was to take action regarding a report from the District's Engineer, provided as **Exhibit E**. Pursuant to agenda item eleven, relating to the storage building, Mr. Casey informed the Board that Jones & Carter was nearing completion of the storage building bid documents and that they were waiting to hear back from the Travis County Fire Marshal regarding a variance for the fire hydrant and modifications to plans submitted by the District's former engineer. Director Clifford inquired as to whether the fire hydrant could be included in the bid documents as an alternative item to avoid delays in getting bids. Ms. Mitchell confirmed that her firm could do so. No further action was taken on this agenda item.

Next, Ms. Mitchell reported that she, Mr. Baze, and the Engineering Subcommittee had met with Mr. Dave Petro, who had addressed the Board at a previous meeting regarding erosion in a drainage ditch in front of his house. Ms. Mitchell presented the Board with photos of the drainage ditch and outlined potential solutions to address the erosion problem, ordered from the least to most expensive: install rock check dams, concrete trickle channel, mortared rock riprap, concrete-lined ditch, or fill in the ditch. She presented a document listing these options and pricing estimates, provided as **Exhibit F**. A discussion ensued regarding these potential solutions, including homeowner reactions and future maintenance related thereto. Director Golde asked Ms. Mitchell to continue to work with the Engineering Subcommittee and to price in more detail the first three options. Ms. Mitchell agreed to work with the Engineering Subcommittee in this regard.

Also pursuant to agenda item nine, Ms. Mitchell reported that she and Mr. Baze had driven around the District to identify drainage ditches that might be in need of attention. She indicated that there was one area at the corner of Flagler and the north end of Bellancia Drive that merited watching. She noted that no action was needed at the moment and that her firm would continue to monitor this area. Finally, Ms. Mitchell updated the Board that her firm was still in the process of reviewing and organizing the records received from the District's former engineer.

Next, pursuant to agenda item nine regarding drainage facilities, Mr. Blanton inquired as to whether it was possible to install a gate in certain areas where there were drainage facilities. Ms. Albright noted that some of the greenbelt areas within the District were designated as U.S. Fish and Wildlife buffer zones that had restrictions regarding use. She explained that the ability

to install a gate depended on the degree to which such an installation may disturb the buffer zone and the purposes of the buffer zone. The Engineering Subcommittee and the District Engineers were directed to work with the HOA to ensure that such plan had no adverse impact on the District's drainage facilities.

Next, the Board considered action regarding the provision of solid waste collection and disposal services to the District. Director Koerner noted that the District's current solid waste contract expired in December 2020 and that the contract was unclear regarding termination and exit costs. Director Koerner then reminded the Board that he had requested proposals from Texas Disposal Systems, Waste Connections, and Waste Management. He noted that Waste Management has still never responded. Director Koerner then provided a summary and explanation of the services and fees proposed by each of the vendors, provided as **Exhibit G**. After discussion, Director Koerner recommended that the Board choose Texas Disposal Systems based on the terms they proposed. Director Clifford inquired as to education the vendor may provide to residents regarding recycling so as to assist those that say they require weekly recycling, and Director Koerner noted that the vendors all provide some type of education resource. **Upon motion by Director Clifford, seconded by Director Koerner, and unanimously carried by the Board members present, the Board authorized Director Koerner to finalize an agreement with Texas Disposal Systems and for such agreement to be reviewed by the Board at next month's Board meeting.**

The next item to come before the Board was to consider action regarding changes coming out of the 86th Legislative Session. Ms. Albright noted that more Board action and consideration would be required in earnest as the start of the new fiscal year approached. Director Golde then addressed the Board regarding setting up a District website. The Board discussed URL names, privacy protection, web hosting, and content. Director Golde recommended and the Board agreed that the District should register domains for a period of five years. Director Golde recommended and the Board agreed that the District would use GoDaddy for web hosting and web development. The Board then discussed the content to reside on the future website and agreed that the content on the HOA website would be included in the District's future website, along with anything required to be posted arising from the legislation of the 86th Legislative Session. Director Golde volunteered to act as the site administrator initially, and Lloyd Gosselink may take over his responsibilities after he relinquished them. **Upon motion by Director Koerner, seconded by Director Clifford, and unanimously carried by the Board members present, the Board authorized Director Golde to create the District website using funds not to exceed \$1,000.**

After discussion, there being no further business, and upon motion made by Director Clifford, seconded by Director Koerner, and unanimously carried by the Board members present, the meeting was adjourned at 7:50 p.m.

PASSED, APPROVED AND ADOPTED THIS 18th day of February, 2020.

Kim Clifford, Secretary

**BELVEDERE MUD
SCHEDULE OF CASH ACTIVITY
GENERAL FUND
MEETING DATE: FEBRUARY 18, 2020**

GENERAL FUND CHECKING ACCOUNT BALANCE AS OF 1/31/20 **\$ 268,540.98**

Revenue:

<u>Deposit Date</u>	<u>Description</u>	<u>Amount</u>
2/2/2020	Property Taxes	\$ 81,719.34
		<u>\$ 81,719.34</u>
	Cash Balance Before Expenditures	<u>\$ 350,260.32</u>

Expenditures:

<u>Check Number</u>	<u>Description</u>	<u>Amount</u>
1142	Montoya & Monzingo LLP Accounting Fees	\$ 1,200.00
1143	Lloyd Gosselink Legal Fees	\$ 7,000.85
1144	Jones & Carter Inc Engineering Fees	\$ 9,268.75
1145	Peter Golde Website Expenses	\$ 392.54
Transfer	Belvedere - Operating Money Market	\$ 125,000.00
Transfer	Belvedere - Debt Service Property Taxes	\$ 166,307.55
	Total Expenditures:	<u>\$ (309,169.69)</u>

ENDING BALANCE - GENERAL FUND CHECKING AS OF FEBRUARY 18, 2020 **\$ 41,090.63**

CASH BALANCE - GENERAL FUND - MONEY MARKET ACCOUNT - UNRESERVED **\$ 45,357.49**
 Deposit Transfer from General Fund Checking \$ 125,000.00
Total Transfers: \$ 125,000.00

ENDING CASH BALANCE - GENERAL FUND - MONEY MARKET ACCOUNT - UNRESERVED **\$ 170,357.49**

CASH BALANCE - GENERAL FUND - TEXPOOL **\$ 740,095.62**

TOTAL GENERAL FUND OPERATING CASH **\$ 951,543.74**

LESS : GENERAL FUND - OPERATING RESERVES **\$ 552,400.00**

TOTAL GENERAL FUND CASH BALANCE LESS RESERVES **\$ 399,143.74**

**BELVEDERE MUD
SCHEDULE OF CASH ACTIVITY
GENERAL FUND
MEETING DATE: FEBRUARY 18, 2020**

CASH BALANCE - CAPITAL PROJECTS				\$ 222,189.33
327	Jones & Carter Inc	Storage Unit	<u>\$ 536.25</u>	
	Total Expenditures:			<u>\$ (536.25)</u>

TOTAL CASH BALANCE - CAPITAL PROJECTS	\$ 221,653.08
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CASH BALANCE - DEBT SERVICE FUND - MONEY MARKET	\$ 60,891.94			
Deposits				
	Property Taxes		<u>\$ 166,307.55</u>	
	Total Deposits:			<u>\$ 166,307.55</u>

ENDING CASH BALANCE - DEBT SERVICE FUND - MONEY MARKET	\$ 227,199.49
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CASH BALANCE - DEBT SERVICE - TEXPOOL	\$ 274,174.93
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TOTAL CASH BALANCE - DEBT SERVICE	\$ 501,374.42
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Belvedere Municipal Utility District
Statement of Revenues and Expenditures Budget vs. Actual
For the Year to Date Ended February 18, 2020
Unaudited

	Year to Date Actual	Year to Date Budget	Year to Date Variance Favorable (Unfavorable)	2020 Annual Budget	2020 Annual Variance Favorable (Unfavorable)
<u>Revenues</u>					
Maintenance Taxes	\$ 272,138	\$ 101,544	\$ 170,594	\$ 243,706	\$ 28,432
Interest Income	4,280	2,500	1,780	6,000	(1,720)
Total Revenues	276,418	104,044	172,374	249,706	26,712
<u>Expenditures</u>					
Solid Waste Disposal	23,186	22,500	(686)	45,000	21,814
Legal Fees	27,570	22,917	(4,653)	55,000	27,430
Audit Fees	7,500	7,500	-	7,500	-
Accounting Fees	6,000	6,000	-	14,400	8,400
Engineering Fees	8,463	7,500	(963)	18,000	9,537
Engineering Fees - Drainage Maintenance	3,981	6,250	2,269	15,000	11,019
Amenity Center Operations	22,115	22,917	802	55,000	32,885
Amenity Center Maintenance	15,448	6,250	(9,198)	15,000	(448)
Amenity Center Landscaping	-	8,333	8,333	20,000	20,000
Drainage Maintenance	-	8,333	8,333	20,000	20,000
Insurance	1,246	1,667	421	4,000	2,754
Tax Appraisal and Collection Fees	1,166	2,083	917	5,000	3,834
Bank Charges	-	83	83	200	200
Other Fees	-	42	42	100	100
Newspaper notices	-	833	833	2,000	2,000
Website Expenses	393	-	(393)	-	(393)
Total Expenditures	117,068	123,208	6,140	276,200	159,132
Projected Excess Revenue Over Expenditures	<u>\$ 159,350</u>	<u>\$ (19,164)</u>	<u>\$ 178,514</u>	<u>\$ (26,494)</u>	<u>\$ 185,844</u>

The year to date budget column has the solid waste disposal at 50% and the audit fees at 100%.

Belvedere MUD
Capital Projects Fund

Check Number	Date	Payee	Amenity Center Improvements	Trail Improvements	Surplus Funds	Surplus Funds Interest Earnings	Total
Beginning Cash Balance			\$ 210,000.00	\$ 40,000.00	\$ 92,247.00	\$ 5,050.40	\$ 347,297.40
1051	7/17/2018	T Bar M Land Services, LLC	-	-	(18,575.00)	-	(18,575.00)
	8/31/2018	Interest earned	-	-	-	226.46	226.46
Transfer	2/18 -9/18	Engineering fees	(29,736.91)	-	(6,285.00)	-	(36,021.91)
		TCEQ fee	-	-	(100.00)	-	(100.00)
	9/30/2018	Interest earned	-	-	-	167.36	167.36
Transfer	10/16/2018	Engineering fees	(4,207.63)	-	-	-	(4,207.63)
1074	10/16/2018	Method Architecture	(7,410.00)	-	-	-	(7,410.00)
Transfer	10/16/2018	JBS & TexaScape (maint)	-	-	(23,940.00)	-	(23,940.00)
	10/22/2018	Bond expense refund	-	-	-	153.19	153.19
	10/31/2018	Interest earned	-	-	-	234.77	234.77
	11/30/2018	Interest earned	-	-	-	244.12	244.12
	12/31/2018	Interest earned	-	-	-	223.57	223.57
	1/31/2019	Interest earned	-	-	-	247.89	247.89
	2/28/2019	Interest earned	-	-	-	224.11	224.11
Transfer	2/14/2019	Murfee Engineering	(3,237.50)	-	-	-	(3,237.50)
Transfer	3/15/2019	Murfee Engineering	-	(247.50)	(2,043.75)	-	(2,291.25)
Transfer	3/19/2019	Method Architecture	(6,888.75)	-	-	-	(6,888.75)
	3/31/2019	Interest earned	-	-	-	247.32	247.32
315	4/16/2019	Method Architecture	(7,732.75)	-	-	-	(7,732.75)
316	4/16/2019	Murfee Engineering	(2,866.34)	-	-	-	(2,866.34)
	4/30/2019	Interest earned	-	-	-	232.21	232.21
	5/31/2019	Interest earned	-	-	-	241.34	241.34
317	6/11/2019	Method Architecture	(150.00)	-	-	-	(150.00)
318	6/11/2019	Murfee Engineering	(2,646.88)	-	-	-	(2,646.88)
319	6/11/2019	Murfee Engineering	-	(1,651.25)	-	-	(1,651.25)
320	6/11/2019	Lloyd Gosselink	(4,129.50)	-	-	-	(4,129.50)
	6/30/2019	Interest earned	-	-	-	200.95	200.95
321	7/16/2019	Method Architecture	(3,900.78)	-	-	-	(3,900.78)
322	7/16/2019	Murfee Engineering	-	(237.50)	-	-	(237.50)
	7/31/2019	Interest earned	-	-	-	218.67	218.67
323	8/20/2019	Lloyd Gosselink	(199.15)	-	-	-	(199.15)
	8/31/2019	Interest earned	-	-	-	214.74	214.74
324	9/17/2019	Lloyd Gosselink	(80.00)	-	-	-	(80.00)
	9/30/2019	Interest earned	-	-	-	171.95	171.95
	10/31/2019	Interest earned	-	-	-	181.27	181.27
	11/30/2019	Interest earned	-	-	-	165.12	165.12
325	12/17/2019	Jones & Carter Inc	(2,947.50)	-	-	-	(2,947.50)
	12/31/2019	Interest earned	-	-	-	137.98	137.98
Deposit	1/21/2020	From General Fund	1,665.00	-	-	-	1,665.00
326	1/21/2020	Jones & Carter Inc	(1,433.75)	-	-	-	(1,433.75)
	1/31/2020	Interest earned	-	-	-	141.35	141.35
	2/18/2018	Jones & Carter Inc	(740.00)	-	-	-	(740.00)
	2/18/2018	Jones & Carter Inc	(536.25)	-	-	-	(536.25)
Ending Cash Balance			\$ 132,821.31	\$ 37,863.75	\$ 41,303.25	\$ 8,924.77	\$ 220,913.08

Belvedere Municipal Utility District
Balance Sheet
As of February 18, 2020

	<u>Feb 18, 20</u>
ASSETS	
Current Assets	
Checking/Savings	
Checking Account - ABC Bank	41,090.83
Money Market - ABC Bank	170,357.49
TaxPool	<u>740,095.62</u>
Total Checking/Savings	951,543.74
Accounts Receivable	
Taxes Receivable	<u>36,644.24</u>
Total Accounts Receivable	36,644.24
Other Current Assets	
Due From Capital Projects	<u>740.00</u>
Total Other Current Assets	<u>740.00</u>
Total Current Assets	<u>988,927.98</u>
TOTAL ASSETS	<u><u>988,927.98</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Deferred Revenue	<u>36,644.24</u>
Total Other Current Liabilities	<u>36,644.24</u>
Total Current Liabilities	<u>36,644.24</u>
Total Liabilities	36,644.24
Equity	
Unassigned	792,933.67
Net Income	<u>159,350.07</u>
Total Equity	<u>952,283.74</u>
TOTAL LIABILITIES & EQUITY	<u><u>988,927.98</u></u>

**Belvedere Municipal Utility District
Profit & Loss
October 1, 2019 through February 18, 2020**

	Oct 1, '19 - Feb 18, 20
Ordinary Income/Expense	
Income	
Interest Income	4,280.28
Income	
Property Taxes	272,137.56
Total Income	272,137.56
Total Income	276,417.84
Expense	
Website Expenses	392.54
Amenity Center Operations	22,115.29
Amenity Maintenance	15,447.75
Audit Fees	7,500.00
Bookkeeping Fees	6,000.00
Engineering	
District Engineering	12,443.75
Total Engineering	12,443.75
Insurance	
Liability Insurance	1,245.58
Total Insurance	1,245.58
Legal Fees	
Legal Fees	27,570.63
Total Legal Fees	27,570.63
Collection and Appraisal Fees	1,166.19
Waste Disposal	23,186.04
Total Expense	117,067.77
Net Ordinary Income	159,350.07
Net Income	159,350.07

Belvedere MUD - Capital Projects Fund
Balance Sheet
As of February 18, 2020

	<u>Feb 18, 20</u>
ASSETS	
Current Assets	
Checking/Savings	
Cash	221,653.08
Total Checking/Savings	<u>221,653.08</u>
Total Current Assets	<u>221,653.08</u>
TOTAL ASSETS	<u><u>221,653.08</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Due to Operating	740.00
Total Other Current Liabilities	<u>740.00</u>
Total Current Liabilities	<u>740.00</u>
Total Liabilities	740.00
Equity	
Restricted	224,279.86
Net Income	<u>-3,366.78</u>
Total Equity	<u>220,913.08</u>
TOTAL LIABILITIES & EQUITY	<u><u>221,653.08</u></u>

Belvedere MUD - Capital Projects Fund
Profit & Loss
October 1, 2019 through February 18, 2020

	<u>Oct 1, '19 - Feb 18, 20</u>
Ordinary Income/Expense	
Expense	
Amenity Center Improvements	3,992.50
Total Expense	<u>3,992.50</u>
Net Ordinary Income	-3,992.50
Other Income/Expense	
Other Income	
Interest Income	625.72
Total Other Income	<u>625.72</u>
Net Other Income	<u>625.72</u>
Net Income	<u><u>-3,366.78</u></u>

Belvedere MUD-Debt Service Fund
Balance Sheet
As of February 18, 2020

	<u>Feb 18, 20</u>
ASSETS	
Current Assets	
Checking/Savings	
MUD Debt Service Fund	227,199.49
TexPool	<u>274,174.93</u>
Total Checking/Savings	501,374.42
Accounts Receivable	
Taxes Receivable	<u>58,346.65</u>
Total Accounts Receivable	58,346.65
Total Current Assets	559,721.07
TOTAL ASSETS	<u>559,721.07</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Deferred Revenue	<u>58,346.65</u>
Total Other Current Liabilities	58,346.65
Total Current Liabilities	58,346.65
Total Liabilities	58,346.65
Equity	
Restricted	275,835.18
Net Income	<u>225,539.24</u>
Total Equity	501,374.42
TOTAL LIABILITIES & EQUITY	<u>559,721.07</u>

Belvedere MUD-Debt Service Fund
Profit & Loss
October 1, 2019 through February 18, 2020

	<u>Oct 1, '19 - Feb 18, 20</u>
Ordinary Income/Expense	
Income	
Tax Revenue	316,033.96
Total Income	<u>316,033.96</u>
Expense	
Bank Service Charges	72.00
Bond Principal	0.00
Interest Expense	91,221.88
Paying Agent Fee	800.00
Total Expense	<u>92,093.88</u>
Net Ordinary Income	223,940.08
Other Income/Expense	
Other Income	
Interest Income	1,599.16
Total Other Income	<u>1,599.16</u>
Net Other Income	<u>1,599.16</u>
Net Income	<u><u>225,539.24</u></u>

Montoya & Monzingo, LLP

P.O. Box 2029
Pflugerville, TX 78691
(512) 251-5668

Invoice

Date	Invoice #
2/5/2020	23548

Bill To
Belvedere MUD P.O. Box 2029 Pflugerville, TX 78691

Terms
Due on receipt

Description	Amount
February 2020 accounting services.	1,200.00
Thank you for your business.	Total \$1,200.00



JONES CARTER

6330 West Loop South, Suite 150
Bellaire, Texas 77401

Invoice Total \$9,268.75

February 13, 2020
Project No: 16654-0900-20
Invoice No: 00299163

Jeff Monzingo
Belvedere Municipal Utility District
c/o Montoya&Monzingo
203 N. Railroad Avenue
Pflugerville, TX 78660

PLEASE NOTE OUR REMIT INFO
REMIT ADDRESS: Jones & Carter, Inc.
P.O. Box 95562
Grapevine, TX 76099-9708
ACH INFORMATION: BB&T
Account #: 1440002564231
Routing #: 111017694
Please send remittance advice to:
AccountsReceivable@jonescarter.com
Payment Terms: Due upon Receipt

Project 16654-0900-20 2020 General Consultation (Belvedere MUD)
Services include preparation for and attendance at January Board meeting; setting up District files; review of prior bidder qualification documents, consolidation of requirements, and distribution of draft form to Engr. Subcommittee; locating and sending CAD file of District to HOA liaison; reviewing files received from Murfee Engineering; numerous discussions with Lake Travis ESD regarding need for additional fire hydrant for proposed storage building, submittal of informal decision appeal, and discussion of same with Engr. Subcommittee; site visits to observe channel erosion on Flagler Dr., preparation of repair alternatives, preparation of exhibits and coordination with contractor for preliminary repair pricing, and discussions of same with Engr. Subcommittee.

Professional Services from December 28, 2019 to January 31, 2020

Task	001	District Operations	Hours	Rate	Amount	
			Professional Engineer III	14.50	185.00	2,682.50
			Design Engineer II	4.75	120.00	570.00
			Totals	19.25		3,252.50
			Total Labor			3,252.50

Task	002	Budget Planning	Hours	Rate	Amount	
			Professional Engineer III	1.00	185.00	185.00
			Totals	1.00		185.00
			Total Labor			185.00

Task	003	District File Transfer	Hours	Rate	Amount	
			Professional Engineer III	6.00	185.00	1,110.00
			Totals	6.00		1,110.00
			Total Labor			1,110.00

Task	004	Amenity Center Storage Facility CA	Hours	Rate	Amount	
			Professional Engineer III	4.00	185.00	740.00
			Totals	4.00		740.00
			Total Labor			740.00

Task	005	17,000 block Flagler Dr Drainage Channel Assessment	Hours	Rate	Amount	
			Professional Engineer III	4.00	185.00	740.00
			Totals	4.00		740.00
			Total Labor			740.00

Project	16654-0900-20	2020 General Consult (Belvedere MUD)	Invoice	00299163
----------------	----------------------	---	----------------	-----------------

	Hours	Rate	Amount	
Professional Engineer III	19.25	185.00	3,581.25	
Design Engineer II	3.50	120.00	420.00	
Totals	22.75		3,981.25	
Total Labor				3,981.25
TOTAL THIS INVOICE				<u>\$9,268.75</u>



CONTACT US 24/7 480-505-8877

Receipt

No 1626496906

DATE:

Jan 31, 2020, 1:57 PM

CUSTOMER #:

254592091

BILL TO:

Peter Golde
8301 Bellancia Dr,
Austin, Texas 78738,
United States
Belvedere MUD
+1.5127718844

PAYMENT:

In-Store Credit \$255.84

Previous Balance \$255.84

Received Payment (\$255.84)

Balance Due (USD) \$0.00

Term	Product	Amount
2 yrs	Websites + Marketing Standard ^{A1} belvederemud.godaddysites.com	\$240.00
1 yr	Office 365 Starter Email ^{A2}	\$0.00
	Subtotal	\$240.00
	Taxes	\$15.84
	Fees	\$0.00

2/14/2020

My Account | Manage your Billing

Total (USD)

\$255.84

REFERENCE

	Taxes			\$15.84
A	GoDaddy.com, LLC			\$15.84
	14455 N. Hayden Rd.,			
	Suite 219,			
	Scottsdale, Arizona 85260,			
	United States			

A1	Net	\$240.00	Tax (8.25%)	\$15.84
A2	Net	\$0.00	Tax (0.00%)	\$0.00

Fees

\$0.00

[Universal Terms of Service](#)

2/14/2020

My Account | Manage your Billing



CONTACT US 24/7 480-505-8877

Receipt

No 1626417844

DATE:

Jan 31, 2020, 10:50 AM

CUSTOMER #:

254592091

BILL TO:

Peter Golde
8301 Bellancia Dr,
Austin, Texas 78738,
United States
Belvedere MUD
+1.5127718844

PAYMENT:

Visa **** 1126 \$136.70

Previous Balance \$136.70

Received Payment (\$136.70)

Balance Due (USD) **\$0.00**

Term	Product	Amount
5 yrs	.ORG Domain Registration belvederemud.org ¹	\$93.95
5 yrs	.COM Domain Registration belvederemud.com ¹	\$83.95
	Discount	-\$43.00
	Subtotal	\$134.90
	Taxes	\$0.00

2/14/2020

My Account | Manage your Billing

Fees

\$1.80

Total (USD)

\$136.70

REFERENCE

Taxes

\$0.00

GoDaddy.com, LLC
14455 N. Hayden Rd.,
Suite 219,
Scottsdale, Arizona 85260,
United States

\$0.00

Fees

\$1.80

1. ICANN

\$1.80

belvederemud.org

\$0.90

belvederemud.com

\$0.90

[Universal Terms of Service](#)



JONES | CARTER

6330 West Loop South, Suite 150
Bellaire, Texas 77401

Invoice Total \$536.25

February 13, 2020
Project No: 16654-0001-00
Invoice No: 00299162

Jeff Monzingo
Belvedere Municipal Utility District
c/o Montoya&Monzingo
203 N. Railroad Avenue
Pflugerville, TX 78660

PLEASE NOTE OUR REMIT INFO
REMIT ADDRESS: Jones & Carter, Inc.
P.O. Box 95562
Grapevine, TX 76099-9708
ACH INFORMATION: BB&T
Account #: 1440002564231
Routing #: 111017694
Please send remittance advice to:
AccountsReceivable@jonescarter.com
Payment Terms: Due upon Receipt

Project 16654-0001-00 Storage Unit Construction - Belvedere Municipal Utility District
Services include preparation of bidding documents.

Professional Services from December 28, 2019 to January 31, 2020

Task 200 Design Phase Services

	Hours	Rate	Amount
Professional Engineer III	2.25	185.00	416.25
Design Engineer II	1.00	120.00	120.00
Totals	3.25		536.25
Total Labor			536.25

TOTAL THIS INVOICE \$536.25



Drawer 9
Wolfforth, Texas 79382-0009

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2528327

Date 1/31/20
Primary Account

Page 1

Belvedere Municipal Utility District
General Funds
PO Box 2029
Pflugerville TX 78691

☆

* Please help us keep your contact information updated. In the event of fraud or other related issues, it is important for us to be able to contact you. *

Checking Account

Account Title: Belvedere Municipal Utility District
General Funds

The Unlawful Internet Gambling Enforcement Act prohibits you from receiving payments related to Internet gambling. Please call us toll free at 1-888-902-2552 for questions.

Business Checking Public Funds		Enclosures/Images	9
Account Number	[REDACTED]	Statement Dates	1/01/20 thru 2/02/20
Previous Balance	242,452.86	Days in the Statement Period	33
21 Deposits/Credits	266,189.71	Average Ledger Balance	278,772.10
9 checks/debits	230,712.72	Average Collected	278,772.10
Service Charge Amount	.00		
Interest Paid	.00		
Current Balance	277,929.85		

Deposits and Other Credits

Date	Description	Amount
1/02	PPD F746000192	28,184.18
	CONS PAY PT CLEARING	
1/03	PPD F746000192	10,215.62
	CONS PAY PT CLEARING	
1/06	PPD F746000192	11,343.78
	CONS PAY PT CLEARING	
1/07	PPD F746000192	9,201.61
	CONS PAY PT CLEARING	
1/08	PPD F746000192	4,765.30
	CONS PAY PT CLEARING	
1/09	PPD F746000192	3,537.73
	CONS PAY PT CLEARING	

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION





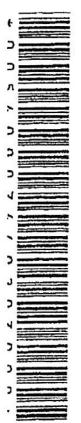
Date 1/31/20 Page 2
 Primary Account

Belvedere Municipal Utility District
 General Funds
 PO Box 2029
 Pflugerville TX 78691

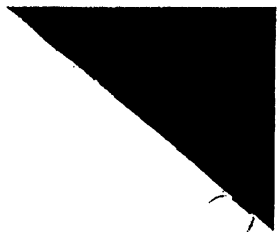
Business Checking Public Funds (Continued)

Deposits and Other Credits

Date	Description	Amount
1/10	PPD F746000192	6,542.93
	CONS PAY PT CLEARING	
1/13	PPD F746000192	8,714.58
	CONS PAY PT CLEARING	
1/14	PPD F746000192	9,437.31
	CONS PAY PT CLEARING	
1/15	PPD F746000192	11,288.44
	CONS PAY PT CLEARING	
1/16	PPD F746000192	1,475.82
	CONS PAY PT CLEARING	
1/17	PPD F746000192	8,746.07
	CONS PAY PT CLEARING	
1/21	PPD F746000192	4,097.57
	CONS PAY PT CLEARING	
1/22	PPD F746000192	40,618.16
	CONS PAY PT CLEARING	
1/23	PPD F746000192	3,927.04
	CONS PAY PT CLEARING	
1/24	PPD F746000192	7,661.35
	CONS PAY PT CLEARING	
1/27	PPD F746000192	19,809.67
	CONS PAY PT CLEARING	
1/28	PPD F746000192	23,402.36
	CONS PAY PT CLEARING	
1/29	PPD F746000192	23,016.56
	CONS PAY PT CLEARING	
1/30	PPD F746000192	16,457.69
	CONS PAY PT CLEARING	
1/31	PPD F746000192	13,745.94
	CONS PAY PT CLEARING	



Date		Check No.		Checks		Amount	
1/22				40,000.00	1/13	1133	22,115.29
1/22				136,810.44	1/24	1135*	1,200.00
1/02		1132*		715.52	1/28	1136	11,936.88



Date 1/31/20
Primary Account

Page 3

Belvedere Municipal Utility District
General Funds
PO Box 2029
Pflugerville TX 78691

Business Checking Public Funds (Continued)

Date	Check No.	Checks		Check No.	Amount
		Amount	Date		
1/23	1138*	7,500.00	1/23	1140	8,184.59
1/28	1139	2,250.00			

Daily Balance Information

Date	Balance	Date	Balance	Date	Balance
1/01	242,452.86	1/13	302,127.78	1/24	195,684.51
1/02	269,921.52	1/14	311,565.09	1/27	215,494.18
1/03	280,137.14	1/15	322,853.53	1/28	224,709.66
1/06	291,480.92	1/16	324,329.35	1/29	247,726.22
1/07	300,682.53	1/17	333,075.42	1/30	264,183.91
1/08	305,447.83	1/21	337,172.99	1/31	277,929.85
1/09	308,985.56	1/22	200,980.71		
1/10	315,528.49	1/23	189,223.16		

End of Statement



Belvedere Municipal Utility District
Reconciliation Detail
Checking Account - ABC Bank, Period Ending 01/31/2020

Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						242,452.86
Cleared Transactions						
Checks and Payments - 9 Items						
Check	12/17/2019	1133	Belvedere HOA	X	-22,115.29	-22,115.29
Check	12/17/2019	1132	Travis Central Appra...	X	-715.52	-22,830.81
Check	01/21/2020	Transfer	Belvedere MUD Deb...	X	-136,810.44	-159,641.25
Transfer	01/21/2020			X	-40,000.00	-199,641.25
Check	01/21/2020	1136	Texas Disposal Syst...	X	-11,936.88	-211,578.13
Check	01/21/2020	1140	Lloyd Gosselink	X	-8,184.59	-219,762.72
Check	01/21/2020	1138	West, Davis & Com...	X	-7,500.00	-227,262.72
Check	01/21/2020	1139	Jones & Carter Inc.	X	-2,250.00	-229,512.72
Check	01/21/2020	1135	Montoya & Monzing...	X	-1,200.00	-230,712.72
Total Checks and Payments					-230,712.72	-230,712.72
Deposits and Credits - 21 Items						
Deposit	01/02/2020			X	28,184.18	28,184.18
Deposit	01/03/2020			X	10,215.62	38,399.80
Deposit	01/06/2020			X	11,343.78	49,743.58
Deposit	01/07/2020			X	9,201.61	58,945.19
Deposit	01/08/2020			X	4,765.30	63,710.49
Deposit	01/09/2020			X	3,537.73	67,248.22
Deposit	01/10/2020			X	6,542.93	73,791.15
Deposit	01/13/2020			X	8,714.58	82,505.73
Deposit	01/14/2020			X	9,437.31	91,943.04
Deposit	01/15/2020			X	11,288.44	103,231.48
Deposit	01/16/2020			X	1,475.82	104,707.30
Deposit	01/17/2020			X	8,746.07	113,453.37
Deposit	01/21/2020			X	4,097.57	117,550.94
Deposit	01/22/2020			X	40,618.16	158,169.10
Deposit	01/23/2020			X	3,927.04	162,096.14
Deposit	01/24/2020			X	7,661.35	169,757.49
Deposit	01/27/2020			X	19,809.67	189,567.16
Deposit	01/28/2020			X	23,402.36	212,969.52
Deposit	01/29/2020			X	23,016.56	235,986.08
Deposit	01/30/2020			X	16,457.69	252,443.77
Deposit	01/31/2020			X	13,745.94	266,189.71
Total Deposits and Credits					266,189.71	266,189.71
Total Cleared Transactions					35,476.99	35,476.99
Cleared Balance					35,476.99	277,929.85 <i>ML</i>
Uncleared Transactions						
Checks and Payments - 2 Items						
Check	01/21/2020	1137	Belvedere MUD Cap...		-1,665.00	-1,665.00
Check	01/24/2020	1141	Fabric Bin		-7,723.87	-9,388.87
Total Checks and Payments					-9,388.87	-9,388.87
Total Uncleared Transactions					-9,388.87	-9,388.87
Register Balance as of 01/31/2020					26,088.12	268,540.98
Ending Balance					<u>26,088.12</u>	<u>268,540.98</u>



Drawer 9
Wolfforth, Texas 79382-0009

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2528330

Date 1/31/20 Page 1
Primary Account [REDACTED]

Belvedere Municipal Utility District
Operating Money Market
PO Box 2029
Pflugerville TX 78691

X

* Please help us keep your contact information updated. In the event of fraud or other related issues, it is important for us to be able to contact you. *

Checking Account

Account Title: Belvedere Municipal Utility District
Operating Money Market

The Unlawful Internet Gambling Enforcement Act prohibits you from receiving payments related to Internet gambling. Please call us toll free at 1-888-902-2552 for questions.

Money Market Public Fund		Enclosures/Images	1
Account Number	[REDACTED]	Statement Dates	1/01/20 thru 2/02/20
Previous Balance	5,349.57	Days in the Statement Period	33
1 Deposits/Credits	40,000.00	Average Ledger Balance	19,895.02
Checks/Debits	.00	Average Collected	19,895.02
Service Charge Amount	.00	Interest Earned	7.92
Interest Paid	7.92	Annual Percentage Yield Earned	0.44%
Current Balance	45,357.49	2020 Interest Paid	7.92

Deposits and Other Credits

Date	Description	Amount
1/22	Deposit	40,000.00
2/02	Interest Deposit	7.92

Daily Balance Information

Date	Balance	Date	Balance	Date	Balance
1/01	5,349.57	1/22	45,349.57	2/02	45,357.49

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION





Date 1/31/20
Primary Account

Page 2

Belvedere Municipal Utility District
Operating Money Market
PO Box 2029
Pflugerville TX 78691

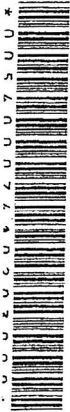
Money Market Public Fund

(Continued)

INTEREST RATE SUMMARY

Date	Rate
12/31	0.400000%
1/22	0.450000%

End of Statement



Belvedere Municipal Utility District
Reconciliation Detail
 Money Market - ABC Bank, Period Ending 01/31/2020

Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						5,349.57
Cleared Transactions						
Deposits and Credits - 2 Items						
Transfer	01/21/2020			X	40,000.00	40,000.00
Deposit	01/31/2020			X	7.92	40,007.92
Total Deposits and Credits					40,007.92	40,007.92
Total Cleared Transactions					40,007.92	40,007.92
Cleared Balance					40,007.92	45,357.49
Register Balance as of 01/31/2020					40,007.92	45,357.49
Ending Balance					40,007.92	45,357.49 M

TexPool Participant Services
 C/O Federated Investors Inc.
 1001 Texas Avenue, Suite 1150
 Houston, TX 77002



TEXAS TRUST
 TEXAS TREASURY SAFEGUARDING TRUST COMPANY
 COMPTROLLER GLENN REGAR, CHAIRMAN

Participant Statement

BELVEDERE MUD
 GENERAL FUND
 ATTN JEFF MONZINGO
 PO BOX 2029
 PFLUGERVILLE TX 78691-2029

Statement Period **01/01/2020 - 01/31/2020**

Page 1 of 2

Customer Service 1-866-TEX-POOL
 Location ID [REDACTED]
 Investor ID [REDACTED]

TexPool Update

Simplify your payment process with the Vendor Payment Instructions Form. Contact TexPool Participant Services to learn more.

TexPool Summary

Pool Name	Beginning Balance	Total Deposits	Total Withdrawals	Total Interest	Current Balance	Average Balance
Texas Local Government Investment Pool	\$739,096.00	\$0.00	\$0.00	\$999.62	\$740,095.62	\$739,128.25
Total Dollar Value	\$739,096.00	\$0.00	\$0.00	\$999.62	\$740,095.62	

Portfolio Value

Pool Name	Pool/Account	Market Value (01/01/2020)	Share Price (01/31/2020)	Shares Owned (01/31/2020)	Market Value (01/31/2020)
Texas Local Government Investment Pool	[REDACTED]	\$739,096.00	\$1.00	740,095.620	\$740,095.62
Total Dollar Value		\$739,096.00			\$740,095.62

Interest Summary

Pool Name	Pool/Account	Month-to-Date Interest	Year-to-Date Interest
Texas Local Government Investment Pool	[REDACTED]	\$999.62	\$999.62
Total		\$999.62	\$999.62

00151791



1 8 3 1 0

TexPool Participant Services
C/O Federated Investors Inc.
1001 Texas Avenue, Suite 1150
Houston, TX 77002

Statement Period 01/01/2020 - 01/31/2020

Page 2 of 2

Transaction Detail

Texas Local Government Investment Pool

Participant: BELVEDERE MUD

Pool/Account: ██████████

Transaction Date	Settlement Date	Transaction Description	Transaction Dollar Amount	Share Price	Shares This Transaction	Shares Owned
01/01/2020	01/01/2020	BEGINNING BALANCE	\$739,096.00	\$1.00		739,096.000
01/31/2020	01/31/2020	MONTHLY POSTING	\$999.62	\$1.00	999.620	740,095.620
Account Value as of 01/31/2020			\$740,095.62	\$1.00		740,095.620



Belvedere Municipal Utility District
Reconciliation Detail
 TexPool, Period Ending 01/31/2020

Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						739,096.00
Cleared Transactions						
Deposits and Credits - 1 Item						
Deposit	01/31/2020			X	999.62	999.62
Total Deposits and Credits					999.62	999.62
Total Cleared Transactions					999.62	999.62
Cleared Balance					999.62	740,095.62
Register Balance as of 01/31/2020					999.62	740,095.62
Ending Balance					999.62	740,095.62



Drawer 9
Wolfforth, Texas 79382-0009

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2528329

Belvedere Municipal Utility District
Capital Projects
PO Box 2029
Pflugerville TX 78691

Date 1/31/20 Page 1
Primary Account [REDACTED]

4

* Please help us keep your contact information updated. In the event of fraud or other related issues, it is important for us to be able to contact you. *

Checking Account

Account Title: Belvedere Municipal Utility District
Capital Projects

The Unlawful Internet Gambling Enforcement Act prohibits you from receiving payments related to Internet gambling. Please call us toll free at 1-888-902-2552 for questions.

Money Market Public Fund		Enclosures/Images	1
Account Number	[REDACTED]	Statement Dates	1/01/20 thru 2/02/20
Previous Balance	221,816.73	Days in the Statement Period	33
Deposits/Credits	.00	Average Ledger Balance	221,556.04
1 Checks/Debits	1,433.75	Average Collected	221,556.04
Service Charge Amount	.00	Interest Earned	141.35
Interest Paid	141.35	Annual Percentage Yield Earned	0.71%
Current Balance	220,524.33	2020 Interest Paid	141.35

Deposits and Other Credits

Date	Description	Amount
2/02	Interest Deposit	141.35

Date	Check No.	Amount	Checks
1/28	326	1,433.75	

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION





Date 1/31/20
Primary Account

Page 2

Belvedere Municipal Utility District
Capital Projects
PO Box 2029
Pflugerville TX 78691

Money Market Public Fund

[REDACTED] (Continued)

Daily Balance Information

Date	Balance	Date	Balance	Date	Balance
1/01	221,816.73	1/28	220,382.98	2/02	220,524.33

INTEREST RATE SUMMARY

Date	Rate
12/31	0.750000%
1/06	0.700000%

End of Statement



Belvedere MUD - Capital Projects Fund
Reconciliation Detail
Cash, Period Ending 01/31/2020

Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						221,816.73
Cleared Transactions						
Checks and Payments - 1 Item						
Check	01/21/2020	326	Jones & Carter Inc	X	-1,433.75	-1,433.75
Total Checks and Payments					-1,433.75	-1,433.75
Deposits and Credits - 1 Item						
Deposit	01/31/2020			X	141.35	141.35
Total Deposits and Credits					141.35	141.35
Total Cleared Transactions					-1,292.40	-1,292.40
Cleared Balance					-1,292.40	220,524.33 <i>WV</i>
Uncleared Transactions						
Deposits and Credits - 1 Item						
Deposit	01/21/2020				1,665.00	1,665.00
Total Deposits and Credits					1,665.00	1,665.00
Total Uncleared Transactions					1,665.00	1,665.00
Register Balance as of 01/31/2020					372.60	222,189.33
Ending Balance					372.60	222,189.33



Drawer 9
Wolfforth, Texas 79382-0009

www.theabcbank.com

2528328

Date 1/31/20
Primary Account

Page 1

Belvedere Municipal Utility District
Debt Services
PO Box 2029
Pflugerville TX 78691

* Please help us keep your contact information updated. In the event of fraud or other related issues, it is important for us to be able to contact you. *

Checking Account

Account Title: Belvedere Municipal Utility District
Debt Services

The Unlawful Internet Gambling Enforcement Act prohibits you from receiving payments related to Internet gambling. Please call us toll free at 1-888-902-2552 for questions.

Money Market Public Fund		Enclosures/Images	1
Account Number	[REDACTED]	Statement Dates	1/01/20 thru 2/02/20
Previous Balance	16,148.67	Days in the Statement Period	33
1 Deposits/Credits	136,810.44	Average Ledger Balance	49,153.57
8 Checks/Debits	92,093.88	Average Collected	49,153.57
Service Charge Amount	.00	Interest Earned	26.71
Interest Paid	26.71	Annual Percentage Yield Earned	0.60%
Current Balance	60,891.94 ^M	2020 Interest Paid	26.71

Deposits and Other Credits

Date	Description	Amount
1/22	Deposit	136,810.44
2/02	Interest Deposit	26.71

Debits

Date	Description	Amount
1/28	Wire Transfer Fee	18.00-
1/28	Wire Transfer Fee	18.00-
1/28	Wire Transfer Fee	18.00-
1/28	Wire Transfer Fee	18.00-
1/28	Wire Transfer Debit	2,750.00-
1/28	Wire Transfer Debit	13,393.75-

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION





Date 1/31/20
Primary Account

Page 2

Belvedere Municipal Utility District
Debt Services
PO Box 2029
Pflugerville TX 78691

Money Market Public Fund

(Continued)

	Debits	Amount
Date	Description	
1/28	Wire Transfer Debit	16,803.13-
1/28	Wire Transfer Debit	59,075.00-

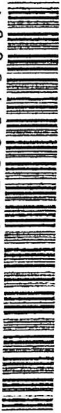
Daily Balance Information

Date	Balance	Date	Balance
1/01	16,148.67	1/28	60,865.23
1/22	152,959.11	2/02	60,891.94

INTEREST RATE SUMMARY

Date	Rate
12/31	0.450000%
1/22	0.700000%
1/28	0.500000%

End Of Statement



Belvedere MUD-Debt Service Fund
Reconciliation Detail
MUD Debt Service Fund, Period Ending 01/31/2020

Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						16,148.67
Cleared Transactions						
Checks and Payments - 8 items						
Check	01/21/2020	Wire	BOKF, NA	X	-59,075.00	-59,075.00
Check	01/21/2020	Wire	BOKF, NA	X	-16,803.13	-75,878.13
Check	01/21/2020	Wire	BOKF, NA	X	-13,393.75	-89,271.88
Check	01/21/2020	Wire	BOKF, NA	X	-2,750.00	-92,021.88
Check	01/28/2020	EFT	American Bank of C...	X	-18.00	-92,039.88
Check	01/28/2020	EFT	American Bank of C...	X	-18.00	-92,057.88
Check	01/28/2020	EFT	American Bank of C...	X	-18.00	-92,075.88
Check	01/28/2020	EFT	American Bank of C...	X	-18.00	-92,093.88
Total Checks and Payments					-92,093.88	-92,093.88
Deposits and Credits - 2 Items						
Deposit	01/21/2020			X	136,810.44	136,810.44
Deposit	01/31/2020			X	26.71	136,837.15
Total Deposits and Credits					136,837.15	136,837.15
Total Cleared Transactions					44,743.27	44,743.27
Cleared Balance					44,743.27	60,891.94
Register Balance as of 01/31/2020					44,743.27	60,891.94
Ending Balance					<u>44,743.27</u>	<u>60,891.94</u> <i>m</i>

TexPool Participant Services
 C/O Federated Investors Inc.
 1001 Texas Avenue, Suite 1150
 Houston, TX 77002



TEXAS TRUST
 TEXAS TREASURY SAFEKEEPING TRUST COMPANY
 COMPTROLLER GLENN HEGAR, CHAIRMAN

Participant Statement

BELVEDERE MUD
 DEBT SERVICE FUND
 ATTN JEFF MONZINGO
 PO BOX 2029
 PFLUGERVILLE TX 78691-2029

Statement Period **01/01/2020 - 01/31/2020**

Page 1 of 2

Customer Service **1-866-TEX-POOL**
 Location ID **[REDACTED]**
 Investor ID **[REDACTED]**

TexPool Update

Simplify your payment process with the Vendor Payment Instructions Form. Contact TexPool Participant Services to learn more.

TexPool Summary

Pool Name	Beginning Balance	Total Deposits	Total Withdrawals	Total Interest	Current Balance	Average Balance
Texas Local Government Investment Pool	\$273,804.62	\$0.00	\$0.00	\$370.31	\$274,174.93	\$273,816.57
Total Dollar Value	\$273,804.62	\$0.00	\$0.00	\$370.31	\$274,174.93	

Portfolio Value

Pool Name	Pool/Account	Market Value (01/01/2020)	Share Price (01/31/2020)	Shares Owned (01/31/2020)	Market Value (01/31/2020)
Texas Local Government Investment Pool	[REDACTED]	\$273,804.62	\$1.00	274,174.930	\$274,174.93
Total Dollar Value		\$273,804.62			\$274,174.93

Interest Summary

Pool Name	Pool/Account	Month-to-Date Interest	Year-to-Date Interest
Texas Local Government Investment Pool	[REDACTED]	\$370.31	\$370.31
Total		\$370.31	\$370.31

00151791



TXP..*56200*.0973706004.08600.08600.CNSTEX01.INVMTX.....TEX.....000079685

TexPool Participant Services
C/O Federated Investors Inc.
1001 Texas Avenue, Suite 1150
Houston, TX 77002

Statement Period **01/01/2020 - 01/31/2020**

Page 2 of 2

Transaction Detail

Texas Local Government Investment Pool

Participant: **BELVEDERE MUD**

Pool/Account: **[REDACTED]**

Transaction Date	Settlement Date	Transaction Description	Transaction Dollar Amount	Share Price	Shares This Transaction	Shares Owned
01/01/2020	01/01/2020	BEGINNING BALANCE	\$273,804.82	\$1.00		273,804.620
01/31/2020	01/31/2020	MONTHLY POSTING	\$370.31	\$1.00	370.310	274,174.930
Account Value as of 01/31/2020			\$274,174.93	\$1.00		274,174.930

Belvedere MUD-Debt Service Fund
Reconciliation Detail
 TexPool, Period Ending 01/31/2020

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Clr</u>	<u>Amount</u>	<u>Balance</u>
Beginning Balance						273,804.62
Cleared Transactions						
Deposits and Credits - 1 Item						
Deposit	01/31/2020			X	370.31	370.31
Total Deposits and Credits					370.31	370.31
Total Cleared Transactions					370.31	370.31
Cleared Balance					370.31	274,174.93
Register Balance as of 01/31/2020					370.31	274,174.93
Ending Balance					370.31	274,174.93 ✓

RECEIVABLE BALANCE 'R' REPORT

UIK	-- BELVEDERE MUD											
YEAR	BEGINNING TAX BALANCE	TAX ADJ	BASE TAX COLLECTED	NET BASE TAX REVERSALS	NET BASE TAX COLLECTED	PERCENT COLLECTED	ENDING TAX BALANCE	P & I COLLECTED	P & I REVERSALS	LRP COLLECTED	OTHER PENALTY COLLECTED	TOTAL DISTRIBUTED
2006	.00	.00	.00	.00	.00	.00 %	.00	.00	.00	.00	.00	.00
2007	.00	.00	.00	.00	.00	.00 %	.00	.00	.00	.00	.00	.00
2008	.00	.00	.00	.00	.00	.00 %	.00	.00	.00	.00	.00	.00
2009	.00	.00	.00	.00	.00	.00 %	.00	.00	.00	.00	.00	.00
2010	.00	.00	.00	.00	.00	.00 %	.00	.00	.00	.00	.00	.00
2011	.00	.00	.00	.00	.00	.00 %	.00	.00	.00	.00	.00	.00
2012	.00	.00	.00	.00	.00	.00 %	.00	.00	.00	.00	.00	.00
2013	.00	.00	.00	.00	.00	.00 %	.00	.00	.00	.00	.00	.00
2014	2371.31	.00	.00	.00	.00	.00 %	2371.31	.00	.00	.00	.00	.00
2015	3336.25	.00	.00	.00	.00	.00 %	3336.25	.00	.00	.00	.00	.00
2016	3363.93	.00	.00	.00	.00	.00 %	3363.93	.00	.00	.00	.00	.00
2017	3367.38	.00	.00	.00	.00	.00 %	3367.38	.00	.00	.00	.00	.00
2018	6770.95	.00	3058.13	.00	3058.13	45.17 %	3712.82	615.55	.00	.00	.00	3673.68
TOTL	19209.82	.00	3058.13	.00	3058.13	15.92 %	16151.69	615.55	.00	.00	.00	3673.68
2019	662981.98	410.87-	583731.91	.00	583731.91	88.10 %	78839.20	.00	.00	2.37	.00	583734.28
ENTITY												
TOTL	682191.80	410.87-	586790.04	.00	586790.04	86.07 %	94990.89	615.55	.00	2.37	.00	587407.96

Outstanding property tax receivable

Debt Service: 2014=1440.81
 2015=1962.38
 2016=1727.38
 2017=1820.07
 2018=2121.51
 2019=49,274.50
 } 58,346.65

Current tax rate

Operating: .12
 Debt Service: .20
total: .32

Operating: 2014=930.50
 2015=1373.87
 2016=1636.55
 2017=1547.31
 2018=1591.31
 2019=29,564.70
 } 36,644.24

ORDER OF NEW EQUIPMENT ADOPTION

THE BELVEDERE MUNICIPAL UTILITY DISTRICT (THE "DISTRICT") BOARD OF DIRECTORS FINDS AS FOLLOWS:

Section 61.012 of the Texas Election Code requires that the District Board of Directors must provide at least one accessible voting system in each polling place used in a Texas election on or after August 1, 2019. This system must comply with state and federal laws setting the requirements for voting systems that permit voters with physical disabilities to cast a secret ballot.

The Office of the Texas Secretary of State has certified that the ExpressVote® Universal Voting System Version 6020 provided by Election Systems & Software (ES&S) is an accessible voting system that may legally be used in Texas elections. Early voting and election day voting, including provisional ballots will take place on the ExpressVote® Universal Voting System, ballot marking device, in conjunction with the DS200 Digital® Precinct Scanner. The DS450 Digital® Central Count Scanner will be used to process all by mail ballots.

Sections 123.032 and 123.035 of the Texas Election Code authorize the acquisition of voting systems by local political subdivisions and further mandate certain minimum requirements for contracts relating to the acquisition of such voting systems.

THE DISTRICT BOARD OF DIRECTORS HEREBY RESOLVES:

As chief elections officer of the District Board of Directors, the President shall provide at least one ExpressVote® Universal Voting System and DS200 Digital® Precinct Scanner in every early voting and election day polling place used to conduct any and every election ordered on or after August 1, 2019. The ES&S ExpressVote® Universal Voting System and DS200 Digital® Precinct Scanner may be acquired by any legal means available to the District Board of Directors, including but not limited to lease or rental from the County of Travis or from any other legal source, as authorized or required by Sections 123.032 and 123.035, Texas Election Code.

PASSED BY VOTE AND APPROVED this 18th day of February, 2020.

REQUIRED:

/s/ _____
Pete Golde, President

ADDITIONAL SIGNATURES REQUIRED:

ATTEST:

/s/

Kim Clifford, Secretary

APPROVED AS TO FORM:

/s/

Stefanie Albright, District Attorney



3100 Alvin Devane Boulevard, Suite 150
Austin, Texas 78741-7425
Tel: 512.441.9493
Fax: 512.445.2286
www.jonescarter.com

February 12, 2020

Board of Directors
Belvedere Municipal Utility District
c/o Lloyd Gosselink Rochelle & Townsend, P.C.
816 Congress Ave., Suite 1900
Austin, TX 78701

Re: Monthly Status Report
Belvedere MUD Regular Board Meeting of February 18, 2020

Dear Directors:

The following is a brief summary that describes our activities during the past month:

1. **Budget Recommendations** – We met with the Subcommittee and HOA President on February 3, 2020 to discuss the trail and drainage projects done to date. We walked the trails with the Subcommittee and noted areas of concern. We will prepare a summary of the work needed and budgetary costs.
2. **Transfer of Records** – We have substantially finished reviewing the documents received from the previous engineer.
3. **HOA Trail Maintenance Access** – We visited the greenbelt area off of Lakewood Ridge Cove that the HOA would like to use for access to maintain the trails. There is a drainage outfall near the street, but there appears to be adequate space around the outfall for access. We reviewed the construction plans and did not see any other facilities in this area.
4. **Drainage Facilities**
 - a. 17613 Flagler Dr. – We met with the Subcommittee and HOA President on January 27, 2020 to discuss the options for addressing the erosion in the drainage ditch. It was decided that we would limit the project to the most eroded area, which is about 175 feet long. The Subcommittee directed us to prepare a preliminary design and get preliminary pricing for a concrete trickle channel. We are working with a contractor on pricing, and we will bring that information to the meeting.
 - b. Culvert for 8321 Lakewood Ridge – The HOA Manager asked us to review and approve an alternate culvert size for the proposed driveway to serve this property. We are currently working on this, and we will provide an update at the meeting.
5. **Storage Building**
 - a. Fire Hydrant – Travis County ESD No. 6 declined our informal appeal to waive the requirement for an additional fire hydrant to serve the storage building. The Subcommittee directed us to include the fire hydrant in the project. We will resubmit the plans to the ESD to renew the permit.
 - b. Bidder Qualifications – As requested at the last meeting, we reviewed the bidder qualifications used on prior MUD projects. We discovered that there were several different versions. We sent a



Board of Directors
Belvedere MUD
Page 2
February 12, 2020

consolidated version of the qualifications to the Subcommittee, HOA President, and Attorney for review, and we prepared an updated version based on their comments.

- c. Bid Package – We prepared a draft bid package for the project and submitted it to the Subcommittee, HOA President, and Attorney for review on February 7. We are addressing the comments and questions received. We anticipate advertising the project in the Lake Travis View beginning on February 27 and receiving bids on March 12.

Should you have any questions or need additional information, please notify us.

Sincerely,

A handwritten signature in cursive script that reads 'Catherine B. Mitchell'.

Catherine Garza Mitchell, PE

CGM/rmc
K:\16654\0900\MeetingFiles\StatusReports\STATUS REPORT for Belvedere 20200212.doc



PO Box 92583 | Austin, TX 78709 | 512-382-0008

BID PROPOSAL

2/14/20

**PREPARED FOR:
Jones Carter**

PROJECT: Belvedere-Flagler Lane Pilot Channel

SCOPE: Install mulch log for erosion controls. Shape existing swale to establish smooth channel bottom. Install concrete pilot channel approx. 4 ft. wide. Install and compact road base as needed. Haul off spoils. Reveg. Disturbed area.

Concrete Pilot Channel	\$9250.00
Mulch Log	\$195.00
Rental	\$250.00
Spoils Haul off	\$245.00
Topsoil and Bermuda sod- 2 pallets	\$980.00
Total Cost:	\$10920.00

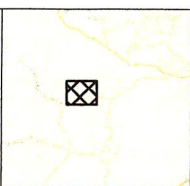
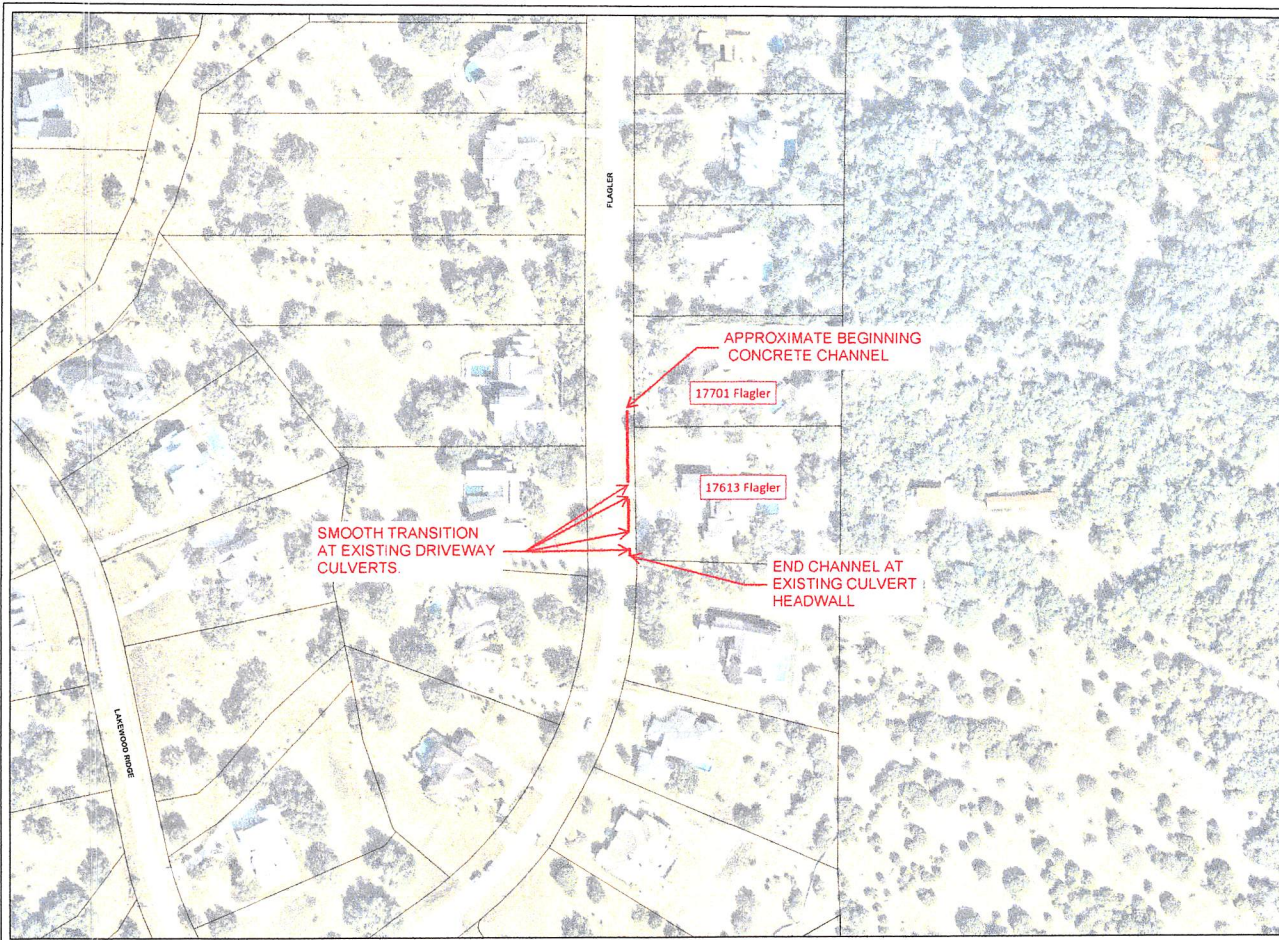
This is a turnkey bid. All necessary tools and equipment needed to complete job will be provided by DigDug Construction, LLC.

Signing below constitutes acceptance of the terms and conditions of this proposal and authorizes DigDug Construction, LLC to commence work:

Signed By: _____ Date: _____

Print Name and Title: _____

***DigDug Construction, LLC is Licensed and Insured**

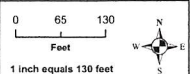


VICINITY MAP
Scale: 1 inch equals 5 miles

LEGEND

— 175 L.F. CHANNEL

**17600 Block
Flagler Drive
Aerial**
FLAGLER DRIVE
TRAVIS COUNTY, TEXAS

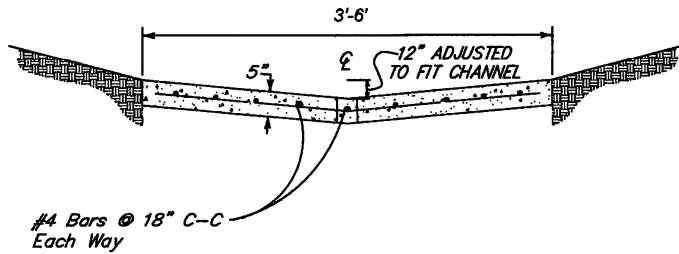


Disclaimer: This product is offered for informational purposes and does not have been prepared for or suitable for legal, engineering, or surveying purposes. It does not represent an or the ground shown and represents only the approximate location of existing environmental and/or public boundaries or other features to field boundaries. No warranty, representation, or liability is made by Jones Carter, Inc. concerning the accuracy, completeness, reliability, or usability of the information included within this website.



JONES CARTER
Texas Board of Professional Engineers Registration No. E-139

Project Number: 1300-0000-14 Date: 10/20/14
 Jones Carter, Inc. 17600 Block Flagler Drive, Austin, TX 78704

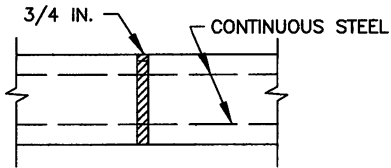


**TYPICAL CONCRETE
PILOT CHANNEL
CROSS-SECTION**

CONCRETE PILOT CHANNEL NOTES:

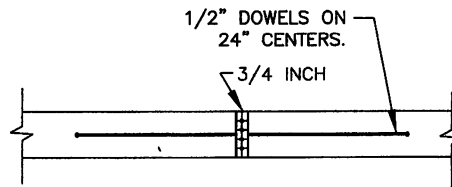
NOT TO SCALE

1. CONCRETE FOR SLOPE PAVING TO ATTAIN 3,000 psi COMPRESSIVE STRENGTH IN 28 DAYS.
2. PLACE CONSTRUCTION AND/OR EXPANSION JOINTS AT 16-FOOT SPACING.
3. COMPACT SUBGRADE OR PLACE ON SOLID BEDROCK.



CONSTRUCTION JOINT

NOT TO SCALE



EXPANSION JOINT

NOT TO SCALE

**CONTRACT FOR MUNICIPAL SOLID WASTE COLLECTION
AND DISPOSAL SERVICES**

Belvedere Municipal Utility District
c/o Lloyd Gosselink Rochelle & Townsend, P.A.
816 Congress Avenue, Suite 1900
Austin, Texas 78701

Correct to read: "Lloyd
Gosselink Rochelle &
Townsend, P.C."

Presented By

TEXAS DISPOSAL SYSTEMS, INC.

Texas Disposal Systems, Inc.
P.O. Box 17126
Austin, Texas 78760

Contact Name: Doug Smith
Phone: (512) 421-1300
Fax: (512) 421-1325
Toll Free: (800) 375-8375

Effective
January 1, 2020

TABLE OF CONTENTS

SECTION	TITLE
1	EXCLUSIVE AGREEMENT
2	MANDATORY SERVICE
3	SCOPE OF WORK
4	TYPE OF COLLECTION
5	CUSTOMER RELATIONS
6	TERMS OF CONTRACT
7	INSURANCE
8	BASIS AND METHOD OF PAYMENT
9	NOTIFICATIONS
10	MARKETING
11	RIGHTS OF THE CONTRACTOR
12	RIGHTS OF THE DISTRICT
13	AMENDMENTS
14	FORCE MAJURE
15	SEVERABILITY AND VENUE
ATTACHMENT A	RATE SHEET
ATTACHMENT B	MUNICIPAL SOLUTIONS
ATTACHMENT C	DEFINITIONS
ATTACHMENT D	DISTRICT MAP

Revise:
"Force
Majeure"

4. TYPE OF COLLECTION

- 4.1 Residential Refuse Pickup – Contractor shall provide curbside collection of Refuse from Residential Units one (1) time per week with 96-gallon cart and up to three (3) additional 30-gallon bags weighing up to **thirty-five (35) pounds each.**

The weight used to be 40 lbs. Did we agree to this?

Extra carts will be provided upon request at an additional fee. See “Attachment A” for rates.

Remove second period.

- 4.2 Single Stream Recycling – Contractor shall provide curbside collection of Single Stream recycle materials one (1) time every-other-week with 96-gallon recycle cart and up to one (1) bundle of flattened cardboard.

The Contractor will provide recycling collection services to all Residential Customers within the District for the following:

- Green, brown and clear glass
- Plastics #1-7 (except #6 – Styrofoam)
- Aluminum, tin, and steel cans
- Paper Products: newsprint, cardboard, boxboard, junk mail, magazines, and office paper.

Any other materials for which a recycling market may exist and which the parties hereto agree can be added to the recycling program.

Under the previous contract, TDS could not eliminate a product from the program without giving notice.

The Contractor will be responsible for marketing the collection of recyclable materials. **If a material cannot be effectively marketed for recycling, the Contractor may eliminate that product from this program.** If additional materials can be added to the program the Contractor will notify the District.

Extra carts will be provided upon request at an additional fee. See “Attachment A” for rates.

This is new from our previous contract. Did we agree to contamination fees?

Contamination fees may apply if trash and/or hazardous materials are comingled with recycling, recycling is soiled, or under other circumstances determined to be similar to the foregoing in the Contractor's reasonable discretion. Customers will be responsible for all contamination fees.

- 4.3 Special Collection - The Contractor shall arrange to provide special collection to those individuals with demonstrated disabilities requiring “homeside collection”. Employees of the Contractor shall not be required to expose themselves to vicious animals in order to collect Refuse and Recycling.

4.4 Bulky Pickup – Contractor shall provide four (4) curbside bulky or brush waste collection(s) per Contract Year to each Residential Customer. Residential Customers must call the Contractor to schedule their bulky or brush collections. Additional bulky or brush waste collections will be provided upon request at an additional fee.

The Contractor is not required to pick up refrigerators unless written evidence is posted in clear view of refrigerator and all other applicable appliances that all Freon has been removed by a certified refrigeration technician.

Each collection will restrict the volume collected to three (3) cubic yards per Residential Unit.

Yard waste must be bundled and tied and cut into four (4) foot lengths, not to exceed thirty-five (35) pounds per bundle. Limbs within the bundle must be no more than four (4) inches in diameter.

4.5 Added Value Services – Additional valued TDS products and services are available based on geographical location. Some of these products or services include trees, brush grinding, soil, compost, mulch and portable toilets. All pricing will be available upon request. See “Attachment B” for details.

4.6 Hours of Operation – Collection of Residential Refuse shall be serviced from 7:00 AM to 7:00 PM on the same day. Exceptions to collection hours shall be effected only upon the mutual agreement of the District and the Contractor, or when the Contractor reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

4.7 Holidays – The following shall be holidays for purposes of this Contract:

- New Year’s Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

The Contractor may decide to observe any or all of the above mentioned holidays by suspension of collection service on the holiday. Should Contractor observe a holiday, Contractor may for the remainder of the calendar week provide Collection service to Customers one (1) day after their normal Collection day including Saturday if necessary.

4.8 Performance Standards – Performance goals shall be to enhance sanitary and aesthetic living conditions for District residents; protect the environment; deliver consistent, reliable, convenient, safe services; provide for respectful, friendly, responsive communications with customers; and to show a commitment to the community.

TDS removed the commitment to replace carts within five feet of customer placement without obstructing driveways or damaging landscaping. They also removed the commitment to ensure cart lids are closed and that carts are turned sideways for visual uniformity through each street.

Performance standards shall include:

The previous contract required such efforts regardless of barriers such as blocked streets.

- a) The Contractor will make all **reasonable efforts** to collect waste and recycling except when the safety and health of Contractor’s employees or the public is placed in danger.
- b) The Contractor will make every effort to maintain a consistent route schedule.
- c) The Contractor will not leave loose trash which, during collection, may fall in the streets or yards of the residents, and we will make every reasonable effort to keep the community clean and free of litter. (rear load service)
- d) Drivers will be expressly forbidden to use their emergency brake to stop a moving vehicle (a practice that has caused street damage in the past).
- e) The Contractor will not use vehicles that leak oil, hydraulic fluid or other substances, or present an unhygienic or unsafe appearance. If there should be a leak from a Contractor’s truck, Contractor will clean up the spill within two (2) business days of notification.

Note: Operational standards listed above are based on rear-load service. The Contractor reserves the right to change the type of vehicle to service the District. The Contractor will notify the District in writing and performance standards will be adjusted based upon the capability of that type of vehicle.

4.9 Cart Delivery – Carts will be delivered within seven (7) days of an order for service. Damaged carts will be replaced within the same time frame. Removal of carts will occur the next service day after notice is received.

The Customer is responsible for carts lost, stolen, damaged or destroyed by abuse at a cost of \$75 plus \$25 delivery fee.

Extra carts and services above and beyond the contracted services to the District shall be billed directly to the Residential Unit requesting the extra carts and/or services (see Attachment A).

4.10 Routes of Collection – The Contractor will establish collection routes. The Contractor may from time to time propose to the District for approval changes in

routes or days of collection, which approval shall not be unreasonably withheld. Upon the District's approval of the proposed changes, the Contractor shall promptly give notice to the affected customers at the Contractor's expense.

- 4.11 Collection Equipment – The Contractor shall provide an adequate number of vehicles for regular collection services. All vehicles and other equipment shall be kept in good repair, appearance and in a sanitary condition at all times. Each vehicle shall have the identity of the Contractor clearly visible on each side.
- 4.12 Hauling – All Refuse hauled by the Contractor shall be so contained, tied or enclosed so that leaking, spilling or blowing are minimized.
- 4.13 Disposal – All Refuse collected for disposal by the Contractor shall be hauled to a legally permitted disposal site.

TDS removed the following provision: "The change for disposal shall be included in the rate set forth in the proposal for each customer serviced by the Contractor."

5. CUSTOMER RELATIONS

- 5.1 Office – The Contractor shall maintain an office or such other facilities through which they can be contacted. It shall be equipped with sufficient telephones and shall have a responsible person in charge from 8:00 am to 5:00 pm Monday through Friday. The telephone number of the office shall be prominently displayed on all of the Contractor's containers, carts, and trucks used in the community.
- 5.2 Point of Contact – Contact regarding legal issues shall be expressly between the Contractor and the District Manager or designee. Change to District President or simply District Director?

- 5.3 Reporting of New or Cancelled Accounts – The District Manager or designee shall via telefax or email provide the Contractor with an as needed written list of any Customers who have initiated or terminated service according to the District records. The Contractor will notify the District of any customers that have requested initiation or termination of Refuse collection service and are not reflected on the written lists provided by the District. Any Resident that contacts the Contractor to request initiation or termination will be redirected to the District.

This provision is new from the previous contract.
And resident is not a defined term. Recommend lowercase "r" throughout.

- 5.4 Delinquent and Closed Accounts – The Contractor shall discontinue collection services for any customer as set forth in a written notice sent to it by the District. Upon further notification by the District, the Contractor will resume collection on the next regularly scheduled collection day. To the extent of the District's liability under applicable law, the District will indemnify and hold the Contractor harmless from any claims, suits, damages, liabilities or expenses resulting from the

Contractor discontinuing service at any location at the direction of the District. Should the Customer be direct billed by the Contractor, the Contractor will set forth the amount of payment to be collected in accordance with the Contractor's nonpayment policy before reinstatement of services shall be initiated.

No longer at least annually

5.5 Auditing of Customers – On an **as needed basis**, at a time mutually agreeable to the District and the Contractor, the Contractor will provide the District with billing audits which will compare units being billed versus units serviced to make certain that customer billing is accurate. When the Contractor identifies units that are being serviced and are not being billed, the Contractor will provide the addresses of the units to the District as well as the type of service being provided and the date such service began or ended. The District will have sixty (60) working days to verify the list and provide a response to the Contractor. The District may ask for an extension as necessary to complete the audit process. Units not being billed in error will be added to the billing. Units that should not be billed will be returned to the Contractor with the reason for not being added to the billing. Units not added will be removed from service.

5.6 Complaints – All complaints shall be made directly to the Contractor and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Contractor shall investigate and if such allegations are verified, the Contractor shall arrange for the collection of the Refuse not collected within two (2) business days after the complaint is received.

6. TERMS OF CONTRACT

6.1 Effective Date – This Contract and performance of such Contract shall begin on January 1, 2020. All annual rate adjustments will follow "Attachment A".

6.2 Start Date – Services may begin as late as sixty (60) days after the date this Contract is signed by both parties, but not before the effective date, based on availability of containers and delivery.

Used to be 120 days under previous contract.

6.3 Term of Contract – The Contract shall be for a ten (10) year period beginning upon the effective date of the Contract and ending ten (10) year(s) thereafter. The initial term of the Contract shall automatically be extended for successive additional ten (10) year terms unless either party notifies the other party in writing, not less than **ninety (90) days** prior to the expiration of the initial term or of any successive renewal term, of its intentions to terminate this Contract. Any such written notice shall be served by certified or registered mail, return receipt requested.

- 6.4 Licenses and Taxes – The Contractor shall obtain all licenses and permits (other than the license and permit granted by the Contract) and promptly pay all taxes required by the District.
- 6.5 Compliance with Laws – The Contractor shall conduct operations under this contract in compliance with all applicable State and Federal regulations, including municipal ordinances.
- 6.6 Indemnity – The Contractor will indemnify and **save** harmless the District, its officers, agents, servants and employees for and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney’s fees, arising out of the Contractor’s willful or negligent act or omission under this Contract, including Contractor’s officers, agents, servants, and employees; provided, however, that this indemnity shall not apply to any claims, demands, damages, costs, expenses and attorney’s fees arising out of the award of this Contract based upon any willful or negligent act or omission of the District, its officers, agents, servants and employees.
- 6.7 Non-Discrimination – The Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin.
- 6.8 Transferability of Contract – No **Assignment** of the Contract or any right occurring under this Contract shall be made in whole or in part by the Contractor without the express written consent of the District. Such consent shall not be unreasonably withheld or delayed.
- 6.9 Ownership – Title to acceptable Garbage, Refuse, **Recyclable Material**, and Dead Animals shall pass to the Contractor when placed in Contractor’s collection vehicle, removed by the Contractor from a Container, or removed by Contractor from the Customer’s premises, whichever last occurs.
- 6.10 Exclusions – This Contract shall not cover hazardous, toxic or radioactive wastes or substances as currently or in the future defined as such by applicable Federal, State or Local Laws or regulations; and shall not be interpreted to prevent the removal of trash or rubbish by the generator of such trash or rubbish. The Contractor may contract, but shall not be required, pursuant to this Contract, for hauling human waste, hazardous waste, auto parts, rocks, concrete, sand, gravel, or dirt; provided that the Contractor shall be responsible for and the owner of any such material the Contractor agrees to collect or haul. The Contractor will be responsible for billing and collecting for these services.

Recommend:
"hold harmless".

Assignment is not a defined term. Recommend lowercase "a".

Recyclable material is not a defined term. Recommend lowercase initials.

6.11 Performance Cancellation – In the event the District alleges the Contractor has failed to meet the Performance Standards as outlined in the Contract, the District shall provide written notice to the Contractor by certified letter outlining each deficiency and setting up a hearing to discuss the issues in front of the District. At the hearing the District will advise the Contractor of each deficiency and place the Contractor on notice that it has a ten (10) day cure period to correct these issues in the future. At the expiration of the cure period, a second hearing shall be held. If the Contractor has corrected the issues outlined during the ten (10) day cure period, no action will be taken against the Contractor.

6.12 Contracting Parties – Any notice, demand, communication, or request required or permitted hereunder shall be in writing, except where otherwise herein designated by telephone, delivered in person or sent certified, return receipt requested, United States Mail, or by machine-confirmed facsimile followed by mailed copy, addressed as set forth below:

If to the District: Belvedere Municipal Utility District
c/o Lloyd Gosselink Rochelle & Townsend, P.C.
816 Congress Avenue, Suite 1900
Austin, Texas 78701

If to the Contractor: Texas Disposal Systems, Inc.
ATTN: Contract Administrator
P.O. Box 17126
Austin, Texas 78760-7126
Email: contractadmin@texasdisposal.com

7. INSURANCE

The Contractor shall at all times during the Contract maintain in full force and effect General Liability, Worker's Compensation, Public Liability and Property Damage Insurance. All insurance shall be maintained with insurers licensed and approved to do an insurance business in the State of Texas. Before commencement of work hereunder, the Contractor agrees to furnish the District with Certificates of Insurance or other evidence satisfactory to the District to the effect that such insurance has been procured and is in force.

For the purpose of the Contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

<u>Coverage</u>	<u>Limits of Liability</u>
General Liability	\$1,000,000 per occurrence
Personal and ADV injury	\$1,000,000 per occurrence
Automobile Liability	\$2,000,000 combined single limit
Worker's Compensation	Statutory
Excess Liability	\$5,000,000 per occurrence

8. BASIS AND METHOD OF PAYMENT

8.1 Rates – The fees provided in “Attachment A” by the Contractor will establish pricing for the first ten (10) year(s) of the Contract. The fees charged by the District to its customers will be at the discretion of the District.

The Refuse and Single Stream Recycling collection and disposal charges provided by “Attachment A” shall include all disposal, fuel, and related costs.

Recommend removing the parentheses. Instead, "years".

8.2 Modification to rates

- a) Contractor rates to the District are listed in “Attachment A.”
In any renewal term, contract rates will continue to increase annually by the same percentage as indicated in the preceding ten (10) year(s), unless alternative rates are agreed to by both parties.
- b) The Contractor may petition the District, and being subject to District approval, at any time for additional rate and price adjustments due to unusual changes in its cost of operations, such as revised laws, ordinances, or regulations; increases in the cost of doing business, such as but not limited to increases in fuel, insurance, etc.
- c) The rates will be adjusted by the District’s proportionate share of any changes in expenditures (whether capital or operational) required solely by Federal, State, or Local law, regulation, rule, ordinance, order, permit or permit condition that becomes effective after the Effective Date of this Contract, and that was not imposed as a penalty or sanction because of action or inaction of Contractor to comply with a legal requirement. The same shall exist for any fees, taxes or assessments imposed by Federal, State or Local government. The Contractor shall furnish the District with calculations showing the basis for any such adjustment at least sixty (60) days before implementation.

Remove "y" to read: "rendered to each unit "

8.3 Contractor Billing to District – The Contractor shall bill the District quarterly for services rendered to each **unity**. Billing will be in advance.

8.4 Payment by District to Contractor – The District shall pay the Contractor on or before the 30th day following the date of each bill. Such billing and payment shall be based on the rates and schedules set forth in the Contract Documents.

The Contractor shall be entitled to payment for services rendered to each unit irrespective of whether or not the District collects from the customer for such services. However, if services are required by law to be provided and for which services the Contractor or the District cannot charge or collect, as in **Bankruptcy** proceedings, then the Contractor shall not be entitled to payment for such services rendered.

Bankruptcy is not a defined term. Recommend lowercase "b".

8.5 Late Payments – Payments after the 30th day will accrue interest as provided in Chapter 2251 of the Texas Government Code as amended.

9. NOTIFICATIONS

The District will provide the Contractor with direct contact information for each customer, including; mailing address, email address, and phone number for the purpose of providing notifications. Contact information provided by the District will not be disclosed to any unrelated party for any purpose except as required by law and those directly related to the fulfillment of this Contract.

The Contractor shall provide documentation on service alerts and holiday scheduling via social media postings and notifications through TDS' Waste Wizard notification system. All residents are eligible to sign up for the Waste Wizard, which is available as an app on Google Play and Apple's App Store, as well as an online tool at TexasDisposal.com and Facebook.com/TexasDisposalSystems. The Waste Wizard allows customized notifications for residents based on area and service day. The Contractor shall also notify the District regarding holiday and routing service day changes.

- 1) Route Changes – The Contractor shall give notice to the affected customers at the Contractor's expense.
- 2) Holiday Schedule Changes – The Contractor shall make the schedule available to the affected customers when holidays will affect a scheduled collection day, if different than as outlined in Section 4.7.

10. MARKETING

The Contractor will provide the following materials to the District at its own expense upon the signing of the Contract.

- 1) Any and all press releases to be mutually agreed upon by the Contractor and the District.

Any additional items requested by the District will be given to the District at the District's expense.

11. RIGHTS OF THE CONTRACTOR

The District, during the term of this Contract, shall not enter into any contract with a third party to obtain the services performed by the Contractor under this Contract and shall not suffer or permit any other party to provide similar service within the territorial jurisdiction of the District. This Contract shall be exclusive and mandatory with the Contractor.

12. RIGHTS OF THE DISTRICT

The District shall be entitled to establish the amounts to be billed by the District for the services to be provided pursuant to this Contract, to include, but not limited to, the Contract fees and charges payable to the Contractor.

This Contract shall not be construed or be interpreted as waiving any regulatory or police powers, except to the extent, if any, specifically provided herein.

13. AMENDMENTS

All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to this Contract shall be made except upon the written consent of the parties, which consents shall not be unreasonably withheld. No amendments shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such amendment.

14. FORCE MAJEURE

The Contractor shall not be liable for the failure to perform its duties if such failure is caused by a catastrophe, riot, war, **government order or regulation**, strike, fire, accident, and Act of God, or similar **or different** contingency beyond the reasonable control of the Contractor.

Very broad. Recommend revising to remove the highlighted language.

15. SEVERABILITY AND VENUE

In the event that any provision or portion thereof of the Contract Documents shall be found to be invalid or unenforceable, then such provisions or portion thereof shall be reformed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of the Contract Documents shall not affect the validity or enforceability of any other provision portion thereof within the Contract Documents provided that, if the Contractor seeks to invalidate or void any term or provision of this Contract, this Contract shall, at the sole discretion of the District be terminated and become null and void. In the event the District should decide to terminate this Contract, for such reason or reasons, that decision by the District shall not be construed as a waiver by the District to pursue any of its rights at law or in equity to which it may be entitled or as an estoppel to District's pursuing such rights. Venue for any litigation based on this Contract shall be in a court of competent jurisdiction in Travis County, Texas and the parties agree that the Contract is partially performable therein.

IN WITNESS WHEREOF, the District and the Contractor, each representing that its signatory hereto has full authority to bind it hereto, have executed this Contract on the date hereinafter referred.

Dated this ____ day of _____ 2020 in the City of _____, Texas.

ATTESTED HEREUNTO:

Belvedere Municipal Utility District
Travis County, Texas

By: _____

Jim Koerner

District President

Revise to read:
"District Vice
President" or "District
Director".

Dated: _____

ATTESTED HEREUNTO:

Texas Disposal Systems, Inc.

By: _____

Doug Smith

Municipal Account Representative

Dated: _____

ATTACHMENT A

RATE SHEET

Belvedere Municipal Utility District

Curbside Residential Refuse Collection

Contractor will provide each residence with one (1) 96-gallon roll out cart for collection service for Refuse one (1) time per week. Refuse collection is limited to the contents of the cart and up to three (3) additional thirty-gallon bags weighing up to 35 pounds each.

Curbside Single Stream Recycling

Contractor will provide each residence with one (1) 96-gallon roll out cart for collection service for recycled materials one (1) time every-other-week. Recycled material collection is limited to the contents of the cart and up to (1) bundle of flattened cardboard.

Curbside Bulky/Pickup

Contractor shall provide four (4) curbside bulky or brush waste collection(s) per Contract Year to each Residential Customer. Residential Customer must call the Contractor to schedule their bulky or brush collections. Additional collections would be available at a cost determined by the Contractor.

The Contractor is not required to pick up refrigerators unless written evidence is posted in clear view of refrigerator and all other applicable appliances that all Freon has been removed by a certified refrigeration technician.

Each collection will restrict the volume collected to three (3) cubic yards per Residential Unit.

Yard waste must be bundled and tied and cut into four (4) foot lengths, not to exceed thirty-five (35) pounds per bundle. Limbs within the bundle must be no more than four (4) inches in diameter.

Residential Rate

Description	Effective Date 01/01/2020	Year 2 01/01/2021	Year 3 01/01/2022	Year 4 01/01/2023	Year 5 01/01/2024
Refuse and Recycle	\$21.95	\$22.61	\$23.29	\$23.99	\$24.71
Extra Cart	\$5.00	\$5.15	\$5.30	\$5.46	\$5.63

Description	Year 6 01/01/2025	Year 7 01/01/2026	Year 8 01/01/2027	Year 9 01/01/2028	Year 10 01/01/2029
Refuse and Recycle	\$25.45	\$26.21	\$27.00	\$27.81	\$28.64
Extra Cart	\$5.80	\$5.97	\$6.15	\$6.33	\$6.52

MUNICIPAL

SOLUTIONS

Texas Disposal Systems helps municipalities organize and manage their job sites to divert waste to beneficial uses. TDS incorporates solid waste disposal, compost production and recycling operations to make it easier than ever to reduce the landfilling of resources. Our specialized recycling reporting makes it easy to track green initiatives. We also offer contract bundle pricing.

PRODUCTS & SERVICES

SOIL, COMPOST and MULCH

As a Seal of Testing Assurance certified provider by the United States Composting Council, our products are regularly sampled and tested for chemical, physical and biological components as well as safety and environmental protection, ensuring a superior organic product.

TREES

With a wide range of trees, we're sure to have exactly what you need to enhance your next job site.

BRUSH GRINDING

We can grind brush on your job site and stock pile for your reuse or haul away to one of our facilities where it will be recycled into compost.

EROSION CONTROL

We offer the latest in recycled, cutting-edge alternatives for erosion control including compost blankets and filter socks.

EXCAVATION

We offer land clearing solutions to responsibly handle surplus earth and organic materials from excavation projects.

SOURCE SEPARATION of MATERIALS ON-SITE

Including concrete, wood, metal, sheetrock and brush (some materials may be subject to approval).

CONCRETE and DEMOLITION RECYCLING

Our recycling process helps you meet environmental standards and project initiatives.

HAULING

For efficiency and convenience, we'll haul away excess materials for you.

ROLL-OFF DUMPSTERS

With prompt and professional service, we work around your schedule and specific needs.

PORTABLE RESTROOMS

Multiple sizes and styles including standard single units, luxury restroom trailers, contemporary shower trailers, and hand washing stations.

ATTACHMENT C

DEFINITIONS

1. Acceptable Container – Carts or containers provided by Contractor.
2. Acceptable Waste – Waste produced at a Residential or Commercial unit other than extraordinary amounts produced due to natural or man-made disasters, but not including hazardous waste, dead animals in excess of ten (10) pounds, construction waste, ammunition, hot ashes, tires, stumps, or other waste prohibited in a municipal solid waste landfill.
3. Building Material – Any material such as lumber, brick, plaster, gutters or other substances accumulated as a result of repairs or additions to existing buildings, construction or new buildings or demolition of existing structures.
4. Bulky Waste – Waste that includes sofas, stoves, refrigerators, water tanks, washing machines, dryers, air conditioners, sinks, toilets, furniture, and other waste materials and appliances (certified where applicable as Freon-free), and like items other than construction debris, or stable matter with weight or volumes greater than allowed in approved bins or containers, as the case may be or that can be loaded by one (1) person at curbside.
5. Bundle – Tree, shrub and brush trimmings or newspaper and magazines securely tied together, forming an easily handled package not exceeding four (4) feet in length or thirty-five (35) pounds in weight. Limbs within the bundle must be no more than four (4) inches in diameter.
6. Carts – A wheeled receptacle with a capacity not to exceed ninety-six (96) gallon capacity; constructed of plastic, metal and/or fiberglass, designed for automated or semi-automated solid waste collection systems, and having a lid. Carts will be provided with ownership retained by the Contractor, as required in the Contract.
7. Collection – The practice of picking up municipal solid waste and/or recycling and/or composting using carts and containers with vehicles of safe design and construction and hauling municipal solid waste from the collection site to properly permitted or authorized facility and operated disposal site(s) as determined by the Texas Commission on Environmental Quality (TCEQ).

8. Commercial Unit – All commercial buildings or premises, including retail, wholesale, institutional, religious, governmental or other non-residential establishment, at which Garbage, Trash, Refuse or Recycling may be generated, having a physical address within the corporate limits of a City. All customers and accounts that are not a Residential Unit.
9. Commodity – Materials that can be sold in a spot or future market for processing and use or reuse.
10. Complaint – A communication from a customer to Contractor or Entity concerning service, which upon investigation by the Contractor or the District, is determined to be correct and shall prompt some action by the Contractor or the District.
11. Compost – Green waste, yard waste, soiled paper, tree limbs no longer than four (4) feet.
12. Construction Debris Waste – Waste building materials resulting from construction, remodeling, repair or demolition operations.
13. Construction Site – Any location, lot, site or area in the Entity upon which building, remodeling or construction is being performed.
14. Container (Commercial/Industrial) – A metal receptacle designed to be lifted and emptied mechanically for use only at Commercial and Industrial Unit(s). No less than two (2) cubic yards nor larger than eight (8) cubic yards.
15. Contract – The agreement for Solid Waste Collection and Disposal Services.
16. Contract Area – The area within the bounds of the Entity at the date of this Contract and any other areas that may be incorporated by the Entity during the term of this contact.
17. Contract Year – Each 365 or 366 day period commencing upon the Effective Date of the Contract and each anniversary thereafter and ending the penultimate day prior to the next such anniversary date.
18. Contractor – Texas Disposal Systems, Inc.
19. Customer – An occupant of a Residential Unit or Commercial Unit who generates refuse or a Commercial or Industrial occupant who is disposing of construction debris or solid waste through our Roll Off services.

20. **Dead Animals** – Animals or portions thereof equal to or greater than ten (10) pounds, that have expired from any cause, except those slaughtered or killed for human use and properly placed in an acceptable container, must be disposed of separate from this Contract.
21. **Disposal Site** – A refuse depository licensed and permitted by the State of Texas selected for use by the Contractor, including, but not limited to Texas Type I sanitary landfills, transfer stations, incinerators, and waste processing/separation centers licensed, permitted or approved to receive for processing of final disposal of refuse, garbage, bulky waste, brush construction debris, dead animals and commercial and institutional waste by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits and approvals.
22. **Effective Date** – The date the Contract comes into effect pursuant to Section 6.1.
23. **Entity** – The District named herein.
24. **Garbage** – Any and all dead animals of less than ten (10) pounds in weight, except those slaughtered for human consumption; every accumulation of waste (animal, vegetable, and/or other matter) that results from the preparation, processing, consumption, dealing, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal, vegetable or other matter (including, but not by way of limitation), that are used in tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Bulky Waste, Construction Debris, Dead Animals, Hazardous Waste, Rubbish or Stable Matter.
25. **Hazardous Waste** – Any chemical, compound, mixture, substance or article which is designated by the Environmental Protection Agency (EPA) under the Resource Conservation Recovery Act, 42 U.S.C. Section 1002, et. seq., or regulated as toxic under the Toxic Substances Control Act, 15 U.S.C.A. Section 2601 et. seq., regulations promulgated there under or appropriate agency of the State, to be hazardous or toxic as defined by, or pursuant to Federal or State Law. This term does not include small quantity generator of household hazardous waste, as defined by Federal or State Law. For purposes of this Contract, the term Hazardous Waste shall also include motor oil, gasoline, paint and paint cans.

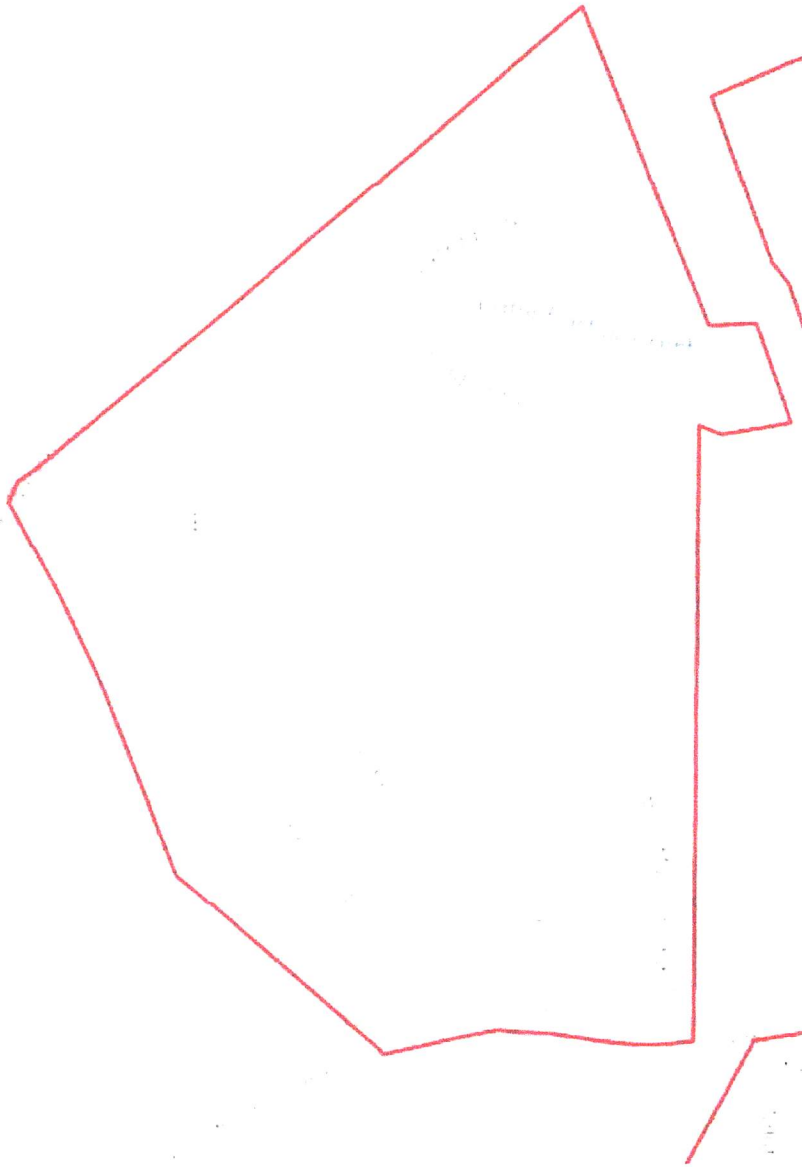
26. Industrial Refuse – All non-hazardous waste materials that are a by-product or generated from a manufacturing process.
27. Industrial Unit – All manufacturing customers whose solid wastes are (i) compacted by industrial sized compactors and stored in containers for hauling to the disposal site, or (ii) processed by dust collection units containers for hauling to the disposal site or (iii) collected for disposal with a frequency of more than one (1) time per week, having a physical address in the Entity and not a Residential or Commercial Unit.
28. Landfill – A sanitary landfill of the Contractor’s selection permitted by the State of Texas, that is operated and maintained in compliance with the applicable law.
29. Municipal Solid Waste – All non-hazardous (as defined by CERCLA and other acceptable laws) and non-special (See Special Waste definition) solid waste material including unwanted or discarded waste material in a solid or semi-solid waste, including but not limited to, Garbage, Ashes, Refuse, Rubbish, Waste Materials, Brush, Paper, Plastic, Yard Waste (including brush, tree trimmings, and Christmas trees), discarded Appliances, Home Furniture, and furnishings, provided that such material must be of type and consistency to be lawfully accepted at the Sanitary Landfill under the applicable federal, state and local laws, regulations and permits governing each.
30. Multi-Family Dwelling – Any single structure occupied by more than two families.
31. Premises – All public and private establishments including individual residences, all multi-family dwellings, residential care facilities, hospitals, schools, businesses, other buildings or vacant lots.
32. Recycling – “Recycle” or “Recycling” means any process or portion thereof by which solid waste or materials which would otherwise become solid waste are separated, collected and processed for reuse or returned to use or to market in the form of raw materials or products. Includes green, brown, and clear glass; plastics #1-#7 (except Styrofoam); aluminum, tin, and steel cans; and newsprint, cardboard, boxboard, junk mail, magazines, and office paper.
33. Refuse – This term shall refer to all garbage, rubbish, bulky waste, construction debris and stable matter generated by Residential, Commercial or Industrial units, unless the context otherwise requires.

34. Residential Refuse – All garbage and rubbish generated by a producer at a Residential Unit.
35. Residential Unit – A dwelling within the Contract Area occupied by a person or a group of persons comprised of not more than two (2) families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto.
36. Roll Off – A unit varying in capacity between fourteen (14) and forty (40) cubic yards which is used for collecting, storing, transporting building materials, business trash, Industrial waste, Refuse or Yard Waste. Not all container sizes are available in all service areas. The unit may be of the open or closed variety. The distinguishing feature of the detachable container is that it is picked up by a specially equipped truck and becomes an integral part of transporting the waste material to the final disposal site.
37. Rubbish – Non-putrescible solid waste (excluding ashes), consisting of both combustible and noncombustible waste materials; combustible rubbish includes all waste wood, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees or branches thereof, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, excelsior, furniture, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible pulp, ashes, cinders, floor sweepings, and other products, such as are used for packaging, or wrapping; noncombustible rubbish includes crockery, glass, tin cans, aluminum cans, metal furniture, mineral or metallic substance.
38. Special Waste – Any waste material including but not limited to, waste discarded from a non-residential source from an industrial process (including process sludge); waste from a pollution control process (e.g., baghouse dust, treatment plant sludge, filter cake, sedimentation pond cleanout, etc.); waste container free liquids (free liquid wastes are those wastes which fail the paint filter test prescribed by the United States Environmental Protection Agency method 9095); residue and debris from the cleanup of a spill of any size of a chemical substance or commercial product or a waste listed previously or afterward; contaminated residuals from the cleanup of a facility generating, storing, treating, recycling, or disposing chemical substances, commercial products, or waste listed herein; any waste which is non-hazardous as a result of treatment pursuant to RCRA Subtitle C; chemical-containing equipment removed from service, in which the chemical composition and concentration are unknown.

39. Stable Matter – All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from keeping of animals, livestock or poultry.
40. Utility – A public service provided by a public or private company such as natural gas, electricity, telephone, cable television, storm and sanitary sewers and other, that are normally located in or above a public or private street or right-of-way. Utility does not include the public or private street. For the purpose of the Contract, a utility as defined above shall be located in or above the right-of-way in a manner that is consistent with governmental regulations and safe utility practices.
41. Yard Waste – Grass clippings, leaves, and brush and shrubbery trimmings.

ATTACHMENT D

DISTRICT MAP



Belvedere Municipal Utility District