

MINUTES OF MEETING  
OF  
BOARD OF DIRECTORS

THE STATE OF TEXAS

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COUNTY OF TRAVIS

BELVEDERE MUNICIPAL UTILITY DISTRICT

A regular meeting of the Board of Directors of Belvedere Municipal Utility District was held on November 19, 2019, in accordance with the duly posted notice of said meeting. The roll was called of the members of the Board of Directors, to-wit:

Peter Golde	President
James Koerner	Vice President
Kim Clifford	Secretary
Ronald Ubertini	Assistant Secretary
Steven Bryson	Assistant Secretary

All above-referenced members of the Board were present, thus constituting a quorum of the Board of Directors. All directors present participated in voting on all matters that came before the Board. Also in attendance were Jason Baze with Jones-Carter Engineers; Stefanie Albright and Jacqueline Perrin, Attorneys, and Fred Castro, Paralegal with Lloyd Gosselink Rochelle and Townsend, P.C.; and Lee Blanton on behalf of the Belvedere Homeowners Association (“HOA”).

Director Golde called the meeting to order at 6:00 p.m. and announced the Board would first receive public comments. No comments were received.

The next item to come before the Board was to consider approval of the minutes of the October 15, 2019 regular meeting. No Board members had comments or objections. **Upon motion by Director Clifford, seconded by Director Koerner, and unanimously carried by the Board members present, the Board approved the minutes of the October 15, 2019 regular meeting, provided as Exhibit A.**

The Board next considered the bookkeeper’s report, including payment of invoices, coordination on bookkeeping matters, and TexPool investments. Director Koerner presented the bookkeeper’s report, provided as **Exhibit B**. Director Koerner reviewed the list of invoices for payment, a request for the transfer of \$2,365.03 from the District’s General Fund to the District’s Debt Service Account, and the District’s financial reports, including the District’s quarterly investment report. **After discussion, upon motion by Director Ubertini, seconded by Director Bryson, and unanimously carried by the Board members present, the Board approved the payment of invoices, quarterly investment report, and the transfer of \$2,365.03 from the District’s General Fund to the District’s Debt Service Account as presented.**

Next, Director Koerner noted that a discussion concerning the District's goal of maintaining two times its annual operating budget was held over from last month due to Director Ubertini's absence. He requested that the Board discuss, consider, and take action as necessary on this item. Director Ubertini noted that the Board had achieved its goal of maintaining two times its annual operating budget and had been fortunate in achieving a surplus in excess of this amount each month. He inquired regarding a strategy to draw down this revenue surplus. Director Golde noted that one alternative would be to amend the District's goal of maintaining two times its annual operating budget by increasing the amount to be held in reserve. He expressed a concern that the District may continue to realize a surplus in the District's General Fund without action by the Board.

Director Ubertini stated that, in his opinion, the Board should consider reducing the operations and maintenance portion of the District's overall tax rate over time to reduce the surplus. Director Golde stated that, in his opinion, the Board should discuss and consider whether maintaining a larger revenue surplus was necessary. Director Ubertini noted that since the Board established a goal of maintaining two times its annual operating budget, the District has assumed ownership of the Belvedere Amenity Center. He stated that although the HOA had done a good job of anticipating the operations and maintenance expenditures associated with the District's recreational facilities, certain unanticipated expenditures could reduce excess revenues in the District's General Fund. After discussion, it was the consensus of the Board to retain a goal of maintaining two times the District's annual operating budget. The Board acknowledged that further discussion was warranted in connection with identifying projects that could be funded with excess revenues held within the District's General Fund. After discussion, Director Koerner noted that the District's Finance Subcommittee would direct the District's Bookkeeper to revise the District's General Fund – Operating Reserve on the Schedule of Cash Activity to reflect two times the District's current operating budget.

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 noted that the playground shade cover had sustained damage from recent high winds. He noted that the shade structure was under a 10-year warranty and would have to be replaced. Mr. Blanton noted that a majority of the replacement cost of the shade canopy would be covered under warranty with an out-of-pocket expense of approximately \$2,600 to replace the canopy.

Next, Director Clifford noted that the annual meeting of the HOA was scheduled for next month and inquired whether the Board had any information it wished to pass along or present to the HOA membership at that time. She noted that the District's General Election of two Board members was scheduled for the first Saturday in May of 2020. The Board agreed that this information should be disseminated at the HOA's annual meeting, as had been the custom of the Board in the past. Director Koerner suggested that information concerning the state of the District could also be provided to the HOA membership at that time. After discussion, Director Ubertini volunteered to prepare a brief report concerning the District's current state of affairs.

The next item to come before the Board was to consider a professional services agreement for engineering services submitted by Jones-Carter Engineering. Director Bryson stated that the

District's Engineering Selection Subcommittee had met with Jones-Carter Engineering representatives and, in association with Ms. Albright, had negotiated the terms and conditions associated with the hiring of Jones-Carter Engineering by the District. He noted that in the past it was customary for the Board to pay a monthly fee for routine engineering services. Director Bryson referenced the discussion regarding the types of services to be included in a monthly fee arrangement and presented a copy of a proposed engineering services contact, including a billing rate schedule and a schedule of reimbursable expenses, provided as **Exhibit C**. He stated that it was the Subcommittee's recommendation that the Board enter into an agreement with Jones-Carter on the basis of Jones-Carter's current schedule of hourly rates, plus all reimbursable expenses, with certain projects to be paid for on a lump-sum basis.

After discussion, Mr. Baze presented a sample Jones-Carter Monthly Status Report, provided as **Exhibit D**. He noted that Jones-Carter's proposed fee for preparation and attendance at monthly Board meetings had been estimated at approximately \$1,700, but will be billed on an hourly basis. He noted that the amount was expected to fluctuate depending on the amount work in any given month. **After discussion, upon motion by Director Clifford, seconded by Director Koerner, and unanimously carried by the Board members present, the Board approved and authorized the execution of a professional services agreement for engineering services with Jones-Carter, as presented.**

Director Golde stated that the Board would next consider action regarding Jones-Carter Engineering, including: (i) the establishment of an Engineering Subcommittee; (ii) the transition of files from the District's previous engineering firm; (iii) direction on routine tasks to be performed by Jones-Carter Engineering; and (iv) Board direction regarding the management of engineering services and costs. Director Clifford suggested that the Board direct Ms. Albright to inform the District's previous engineer that Jones-Carter Engineering had been hired, and to request that the District's engineering files be transferred as soon as possible. **After discussion, upon motion by Director Koerner, seconded by Director Clifford, and unanimously carried by the Board members present, the Board directed that Ms. Albright inform the District's previous engineer that Jones-Carter Engineering had been hired, and to request that the District's engineering files be transferred as soon as possible.**

Next, Director Clifford suggested that Board take action to establish an Engineering Subcommittee to be comprised of Director Bryson and herself. She suggested that the Engineering Subcommittee be entrusted to handle day-to-day matters between the District and Jones-Carter with the understanding that approval of any District-related projects or other single-matter expenditures in excess of \$1,000 must be brought to the Board for approval. **After discussion, upon motion by Director Koerner, seconded by Director Ubertini, and unanimously carried by the Board members present, the Board established an Engineering Subcommittee to be comprised of Directors Clifford and Bryson, who would handle day-to-day matters between the District and Jones-Carter with the authority to approve any District-related projects or other single-matter expenditures not to exceed \$2,500.**

Next, Director Clifford suggested that the Board direct the District's Engineer to prepare an assessment and maintenance schedule for the trails and drainage facilities with an estimated budget for this work of \$1,500, and to coordinate the transfer of the District's engineering records

from its previous engineer at a cost not to exceed \$3,000. **After discussion, upon motion by Director Koerner, seconded by Director Bryson, and unanimously carried by the Board members present, the Board directed the District's Engineer to prepare an assessment and maintenance schedule for the trails and drainage facilities with an estimated budget for this work of \$1,500, and to coordinate the transfer of the District's engineering records from its previous engineer at a cost not to exceed \$3,000.**

Next, Director Clifford suggested that the Board direct the District's Engineer to undertake on a monthly basis: (i) the preparation of status reports in advance of Board meetings; (ii) attendance at monthly Board meetings; and (iii) the preparation of post-meeting notes as necessary, at an estimated cost of \$1,700 per month. **After discussion, upon motion by Director Koerner, seconded by Director Ubertini, and unanimously carried by the Board members present, the Board directed the District's Engineer to undertake on a monthly basis: (i) the preparation of status reports in advance of Board meetings; (ii) attendance at monthly Board meetings; and (iii) the preparation of post-meeting notes as necessary, at an estimated cost of \$1,700 per month.**

Next, Director Clifford suggested that the Board direct the District's Engineer to forward any inquiries received from residents requesting District information to the District's Board President or Attorney. After discussion, Ms. Albright suggested that her office be contacted concerning any such inquiries in the event that such inquiries rise to the level of requests for information under the Texas Public Information Act. The Board agreed that the District's Engineer should direct any inquiries received from residents requesting District information to the District's Board President and Attorney. Director Clifford stated that she would assume responsibility for updating the District's data sheet posted to the Belvedere HOA website to reflect the hiring of Jones-Carter as the District's Engineer and at the same time update the District's tax rates.

Next, the Board considered action regarding the provision of solid waste collection and disposal services to the District. After discussion, Director Koerner informed the Board that he expected to present proposals for solid waste collection and disposal services at the Board's January 2020 Board meeting.

The next item to come before the Board was to consider drainage facilities, maintenance, and repair. No action was taken by the Board in connection with this standing item.

The next item to come before the Board was to consider and take action on planning, design, and construction of Amenity Center Lot improvements. Mr. Blanton noted that the HOA has four projects for consideration, including: (i) a storage building; (ii) modifications to the existing Amenity Center building to permit year-round use; (iii) improvements to the parking lot in front of the Belvedere Amenity Center; and (iv) an auxiliary parking lot by the sport court. He informed the Board that the HOA was ready to proceed with the installation of automated screens around the existing outdoor patio to permit year-round use at a cost of \$23,732.73 (exclusive of electrical hookup of approximately \$1,500), pending Board approval or further guidance. Mr. Blanton informed the Board that two proposals were solicited in connection with this project. After discussion, Director Clifford suggested that in light of the fact that the District has a revenue

surplus available, the Board may want to authorize this project and pay for it out of the District's General Operating Fund.

After discussion, Ms. Albright noted that payment for this project out of existing bond proceeds would require determining whether this was a capital improvement and would require approval from the Texas Commission on Environmental Quality (the "TCEQ"), as it was her recollection that this project was not a part of the District's original application to the TCEQ. She noted that another consideration would be whether the contract would be entered into by the HOA or the District.

Next, Mr. Blanton stated that the HOA was in the process of obtaining bids on the purchase and installation of a prefabricated storage building. He noted that the HOA had obtained two bids for this project. Mr. Blanton stated that the two bids came in at \$81,000 and \$96,000. He noted that the bids include the costs associated with site work and erection of the building. After discussion, Mr. Blanton stated that it was his intention to go back to the two bidders and request that they resubmit their bids directly to the District, thereby eliminating the payment of any sales tax for the project. He stated that it was the HOA's intent to solicit three bids and noted that the HOA had made no effort to date to negotiate prices.

After discussion, Ms. Albright advised the Board that the District would be required to follow all necessary competitive bidding procedures and involve the District's Engineer should it choose to undertake the storage building project. Director Koerner stated that available funds in the District Capital Projects Fund would likely be completely expended on the storage building project and suggested that the Board move forward with the installation of automated screens around the existing outdoor patio to permit year-round use to utilize funds from the District's General Fund Operating Cash. Ms. Albright stated that total cost for the installation of automated screens plus the cost associated with electrical hookup exceeds the \$25,000 threshold, requiring the solicitation of at least three bids by the District. After discussion, Ms. Albright recommended that proposals for the installation of automated screens be submitted to the Board for consideration at its next meeting with a recommendation on which bid to accept. **After discussion, upon motion by Director Koerner, seconded by Director Ubertini, and unanimously carried by the Board members present, the Board authorized the obtaining and presenting of three proposals for the installation of automated screens around the existing Belvedere Amenity Center outdoor patio to permit year-round use.**

Next, the Board considered action on current and proposed facilities owned or maintained by the District, including landscaping of Amenity Center Lot improvements and other facilities. Director Koerner reminded the Board that he volunteered to work with the HOA to reach an agreement on what qualifies as Amenity Center landscaping and noted that he had invited Director Ubertini to assist him. He noted that the two of them met with Mr. Blanton and Mr. Tom Wiles and discussed this issue. Director Koerner noted that in the transfer of ownership associated with the recreational facilities to the District, all landscaping associated with the Amenity Center Lot transferred to the District, so they all agreed that Amenity Center Lot landscaping was the District's responsibility. He also noted that maintenance of existing landscaping and the installation of any new landscaping on the Amenity Center Lot was addressed under the Joint Use and Maintenance agreement between the District and HOA. Director Koerner stated that all present at the meeting

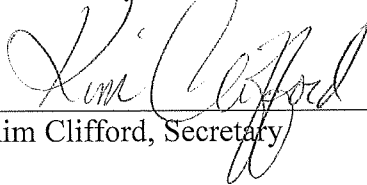
were in agreement that the HOA should continue to take a leadership role in this area. He stated that should the HOA entertain a major landscaping project on the Amenity Center Lot, such a project should be presented to the Board for review and approval. After discussion, there being no disagreement on so proceeding, no further action was taken by the Board on this matter. After discussion, Director Koerner suggested that the Board take time to review the HOA's reserve study during the District's annual budget setting process in order to coordinate funding requirements with timing schedules associated with the operation and maintenance of this facility.

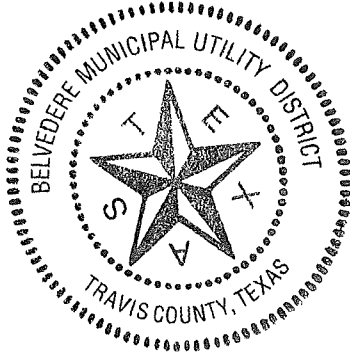
Next, the Board considered action regarding the Joint Use and Maintenance Agreement with the HOA, including reimbursement of costs. After discussion, no action was taken by the Board.

The next item to come before the Board was to consider action regarding changes coming out of the 86<sup>th</sup> Legislative Session. Director Clifford stated that in discussing this issue with Ms. Albright, she inquired what action the Board was required to take to comply with laws enacted by the 86<sup>th</sup> Legislative Session. Ms. Albright noted that research was ongoing to address specific issues raised by Director Clifford relating to online posting requirements. Ms. Perrin noted that certain legislation suggested that it may be advisable for the District to establish its own publicly accessible website moving forward. After discussion, the Board directed that Ms. Albright provide written work product summarizing Director Clifford's legislative questions and the resulting analysis and responses.

After discussion, there being no further business, and upon motion made by Director Bryson, 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 17th day of December, 2019.

  
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Kim Clifford, Secretary



MINUTES OF MEETING  
OF  
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COUNTY OF TRAVIS

BELVEDERE MUNICIPAL UTILITY DISTRICT

A regular meeting of the Board of Directors of Belvedere Municipal Utility District was held on October 15, 2019, in accordance with the duly posted notice of said meeting. The roll was called of the members of the Board of Directors, to-wit:

Peter Golde	President
James Koerner	Vice President
Kim Clifford	Secretary
Ronald Ubertini	Assistant Secretary
Steven Bryson	Assistant Secretary

All above-referenced members of the Board were present, except Director Ubertini, thus constituting a quorum of the Board of Directors. All directors present participated in voting on all matters that came before the Board. Also in attendance were Kent O'Brien, Cathy Mitchell, and Jason Baze with Jones-Carter Engineers; Stefanie Albright and Jacqueline Perrin, Attorneys, and Fred Castro, Paralegal with Lloyd Gosselink Rochelle and Townsend, P.C.; and Lee Blanton on behalf of the Belvedere Homeowners Association ("HOA").

Director Golde called the meeting to order at 6:00 p.m. and announced the Board would first receive public comments. No comments were received.

The next item to come before the Board was to consider approval of the minutes of the September 17, 2019 regular meeting. No Board members had comments or objections. **Upon motion by Director Koerner, seconded by Director Bryson, and unanimously carried by the Board members present, the Board approved the minutes of the September 17, 2019 regular meeting, provided as Exhibit A.**

The Board next considered the bookkeeper's report, including payment of invoices, coordination on bookkeeping matters, and TexPool investments. Director Koerner presented the bookkeeper's report, provided as **Exhibit B**. Director Koerner noted that the District's Bookkeeper has recommended that \$30,000.00 be transferred from the District's Money Market Fund to the District's General Fund to pay the current invoices. Director Koerner reviewed the list of invoices for payment and financial reports with the Board. Director Clifford inquired as to Lloyd Gosselink time entries relating to an open records request. Ms. Albright described the open records request received by the District from AMTEK Planrooms & Engineering Reports for copies of bid tabulations for any construction projects recently bid by the District. Ms. Albright

stated that information responsive to AMTEK's request was compiled and provided to AMTEK with assistance from the District's Engineer.

Next, Director Koerner noted that after meeting this month's expenses, the District's operating reserve will stand at \$480,000. He noted that a discussion concerning the District's goal of maintaining two times its annual operating budget in reserves was slated for discussion this evening, but due to Director Ubertini's absence, he requested that this item be postponed until the Board's next meeting, as this was a topic of interest to Director Ubertini. **After discussion, upon motion by Director Bryson, seconded by Director Clifford, and unanimously carried by the Board members present, the Board approved the payment of invoices as presented and the transfer of funds from the District's Money Market account.**

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 project involving the trimming of trees encroaching upon the trails had been completed. She reported that no additional charges were assessed to the District for the work, as this work was included as a part of the HOA's landscape maintenance contract. Next, Director Clifford reported an incident where a District resident hit her head on a substantial tree limb hanging across the trail path directly above a washout area of the trail, which caused trail walkers to be looking down rather than watching out for the tree limb. She questioned if and how this situation should be addressed beyond the placement of a warning flag that she installed on the limb. Director Bryson noted that in his opinion removal of the limb would ultimately result in the loss of the tree. Director Golde noted that, in his opinion, the District's responsibility for upkeep and maintenance lies solely with the trail. Mr. Blanton, inquired as to the possibility of rerouting the trail to bypass the tree limb. Director Bryson noted space limitations that could prevent rerouting of the trail at that location. Director Clifford suggested that solutions be explored whenever the gravel washout at the location was addressed.

Next, Director Clifford stated her observation that homeowners are not picking up after their pets along the trails. She suggested again that at some point in the future a long-term maintenance program needed be put in place for trail upkeep.

Mr. Blanton reported on the HOA's progress related to modifications to the existing Amenity Center building to permit year-round use. He informed that Board that two bids had been obtained that totaled \$23,000 (exclusive of electrical hookup) and \$28,000 (includes electrical work of \$400). He noted that should the HOA select a contractor based on the bids received, he would be back before the District Board to seek authorization for the HOA to move forward with this project on behalf of the District.

Mr. Blanton reported on the HOA's progress concerning the viability of a prefabricated storage building in lieu of the approach previously pursued. He stated that he had obtained a bid for a similarly sized building — 32' x 25' — with a metal roof, stone cladding, and windows on a concrete slab. Mr. Blanton stated that the metal building cost was \$22,000, excluding erection of the building. He hoped to obtain three bids for the work to erect the building, with the understanding that these contractors would prepare the site, pour the concrete slab, erect the building, including electrical work, and encase the building in stone cladding. Mr. Blanton stated



that he was informed by such contractors that building permits should not be required for this type of project. He stated that this work should come in at approximately \$35 to \$40 dollars per square foot, which is substantially less than the bids previously received. He noted that the building plans were stamped by a registered engineering and that he did not foresee the need for any additional engineering work for the site beyond what had been done to date. After discussion, Mr. Blanton stated that he had been working with a member of the HOA's Architectural Control Committee (the "ACC") and was of the opinion that the project should receive necessary ACC approvals. After discussion, no action was taken by the Board in connection with this item.

Director Golde stated that the Board would next consider action regarding the engagement of a District Engineer, including: (i) solicitation of a request for qualifications for District Engineer; (ii) interviews with selected Engineering Firms; and (iii) engagement of a District Engineer and discussion and review of contractual terms. Director Bryson introduced the contingent from Jones-Carter Engineering. Ms. Mitchell and Mr. Baze proceeded to briefly review with the Board their firm's Statement of Qualifications, provided as **Exhibit C**. Ms. Mitchell noted that Jones-Carter Engineering was headquartered in Houston, Texas with several satellite offices located throughout the State. She noted that the Jones-Carter Engineering office located in Austin, Texas had been in existence since 2000. Mr. Baze stated that Jones-Carter Engineering was experienced in providing professional engineering services to municipal utility districts with representation at various state and local regulatory agencies, including the Texas Commission on Environmental Quality (the "TCEQ"). A discussion ensued regarding the District's current and ongoing projects, including trail maintenance. Mr. Baze noted that Jones-Carter Engineering was very familiar with the types of projects undertaken by municipal utility districts both big and small.

Director Clifford noted that one of the most pressing issues before this Board was to submit an application to the TCEQ to change the scope of the project related to the District's most recent approval for the issuance of recreational facilities bonds. Mr. Baze noted that his firm was familiar with these types of applications. After discussion, and in response to an inquiry from the Board, Mr. Baze stated that Jones-Carter Engineering's preferred policy was to provide at least two engineers at each water district board meeting. In the District's case, this would include Mr. Baze or Ms. Mitchell as senior engineers, and in most cases, at least one junior engineer. He stated that a determination would be made on a case-by-case basis on whether two engineers would be required to attend any given meeting. After discussion, and in response to an inquiry from the Board, Ms. Mitchell stated that her firm's fee structure could be based on an hourly rate or lump sum arrangement depending on the project. She noted that her firm's professional services agreement includes services categorized as general engineering services for routine monthly activities and another for services relating to new projects. Ms. Mitchell stated that any service outside of routine activities would be prefaced with a letter proposal for negotiation and Board consideration. Next, a discussion ensued regarding the Jones-Carter Engineering project management style. Director Golde requested the subcommittee take steps to negotiate an agreement for professional engineering services with Jones-Carter Engineering. **Upon motion by Director Koerner, seconded by Director Clifford, and unanimously carried by the Board members present, the Board approved the subcommittee's negotiation of a contract, including fee structure, with Jones-Carter Engineering.**

The next item to come before the Board was to consider action regarding the provision of solid waste collection and disposal services to the District. Director Koerner noted that the District's current agreement for solid waste collection and disposal services with Texas Disposal Systems ("TDS") would expire in November of 2020. He stated that he had reached out to TDS requesting that they provide the District with a proposal for the Board's consideration. Director Koerner noted his hope to have a proposal from TDS for review by the Board at its next meeting. He stated that he would solicit a proposal from Waste Management, Inc. and other companies providing such service. Ms. Albright noted that the District's agreement with TDS requires 120 days' written notice to terminate service.

Director Golde stated that the Board would next consider the annual review of the District's Investment Policy. Ms. Albright noted that the Board is required to review and approve the District's Investment Policy on an annual basis. She noted that upon review of the District's Investment Policy by her firm, Ms. Albright recommended that amendments to the District's Investment Policy be made at this time to remain consistent with amendments to the Texas Public Funds Investment Act made in the 86th Legislative Session. Ms. Albright presented a resolution approving the District's Investment Policy, as amended, provided as **Exhibit D**. Ms. Albright noted that the recommended change to the District's Investment Policy was to add Bond Proceeds and Pledged Revenue, to the extent permitted under the Public Funds Investment Act, as another type of investment authorized under the District's Policy. **After discussion, upon motion by Director Koerner, seconded by Director Bryson, and unanimously carried by the Board members present, the Board adopted a resolution regarding its annual review of the District's Investment Policy.**

The next item to come before the Board was to consider drainage facilities, maintenance, and repair. No action was taken by the Board in connection with this standing item.

The next item to come before the Board was to consider action concerning amendments to the Joint Use and Maintenance Agreement between the District and the Belvedere HOA. Director Koerner presented this item noting that the objective was to simplify the arrangement between the two entities whereby expenses were shared on an actual versus percentage basis. He noted that expenses that were related to the maintenance and operation of District facilities were to be submitted to the District for consideration and action by the Board. **After discussion, upon motion by Director Clifford, seconded by Director Bryson, and unanimously carried by the Board members present, the Board approved the First Amendment to Joint Use and Maintenance Agreement between Belvedere Municipal Utility District and Belvedere Homeowners Association, as amended, provided as Exhibit E.**

The next item to come before the Board was to consider action on planning, design, and construction of Amenity Center Lot improvements (the "Project"). No action was taken by the Board in connection with this standing item.

The next item to come before the Board was to consider action on current and proposed facilities owned or maintained by the District, including landscaping of Amenity Center Lot improvements and other facilities. Director Golde noted that it was his impression that there were landscaping improvements other than those that were contemplated in association with the

Amenity Center Project and suggested a discussion on how to define “Amenity Center” landscape improvements. Mr. Blanton noted that the HOA had put together a landscaping plan that was shelved pending completion of the now suspended Amenity Center Project and suggested that the HOA’s plan would be a good starting point for such a discussion. Director Koerner volunteered to take the lead on this project on behalf of the Board. After discussion, no further action was taken by the Board in connection with this standing item.

After discussion, there being no further business and upon motion made by Director Bryson, seconded by Director Koerner, and unanimously carried by the Board members present, the meeting was adjourned at 7:10 p.m.

PASSED, APPROVED AND ADOPTED THIS 19th day of November, 2019.

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Kim Clifford, Secretary

**BELVEDERE MUD  
SCHEDULE OF CASH ACTIVITY  
GENERAL FUND  
MEETING DATE: NOVEMBER 19, 2019**

GENERAL FUND CHECKING ACCOUNT BALANCE AS OF 10/31/19 \$ 15,000.83

Revenue:

Deposit Date	Description	Amount
		\$ -
		<u>\$ -</u>

Cash Balance Before Expenditures \$ 15,000.83

Expenditures:

Check Number	Description	Amount
	Montoya & Monzingo LLP	\$ 1,200.00
Transfer	Belvedere - Debt Service	\$ 2,365.03
	Accounting Fees	
	Property Taxes	
	<b>Total Expenditures:</b>	<u>\$ 3,565.03</u>

ENDING BALANCE - GENERAL FUND CHECKING AS OF NOVEMBER 19, 2019 **\$ 11,435.80**

CASH BALANCE - GENERAL FUND - MONEY MARKET ACCOUNT - UNRESERVED **\$ 32,328.61**

CASH BALANCE - GENERAL FUND - TEXPOOL **\$ 737,062.67**

TOTAL GENERAL FUND OPERATING CASH **\$ 780,827.08**

LESS : GENERAL FUND - OPERATING RESERVES \$ 480,000.00

**TOTAL GENERAL FUND CASH BALANCE AFTER RESERVES **\$ 300,827.08****

**CASH BALANCE - CAPITAL PROJECTS **\$ 224,461.13****

CASH BALANCE - DEBT SERVICE FUND - MONEY MARKET \$ 3,227.69

Deposits		
	Property Taxes	\$ 2,365.03
	Total Deposits:	\$ 2,365.03

ENDING CASH BALANCE - DEBT SERVICE FUND - MONEY MARKET **\$ 5,592.72**

CASH BALANCE - DEBT SERVICE - TEXPOOL **\$ 273,051.30**

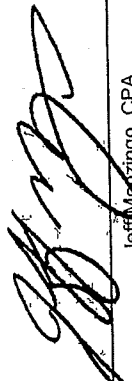
**TOTAL CASH BALANCE - DEBT SERVICE **\$ 278,644.02****

Belvedere Municipal Utility District  
Investments as of September 30, 2019

Fund	Financial Institution	Investment	Account Number	Book Value Ending 8/31/19	Market Value Ending 8/31/19	Book Value Ending 9/30/19	Market Value Ending 9/30/19	Yield	Income for Month	Purchase Date	Purchase Price	Maturity date
Rating	ABC Bank	Money Market Deposit Account	XXXX5091	\$ 62,273.75	\$ 62,273.75	\$ 62,304.80	\$ 62,307.80	0.65%	\$ 31.05	N/A	N/A	N/A
Rating	TexPool	Local Government Investment Pool	XXXXXXXX0002	\$ 735,868.03	\$ 735,868.03	\$ 737,062.67	\$ 737,062.67	2.35%	\$ 1,194.64	N/A	N/A	N/A
Rating	ABC Bank	Public Funds Checking	XXXX4251	\$ 25,062.06	\$ 25,062.06	\$ 7,433.12	\$ 7,433.12	N/A		N/A	N/A	N/A
at Service	ABC Bank	Money Market Deposit Account	XXXX4278	\$ 2,789.03	\$ 2,789.03	\$ 3,226.45	\$ 3,226.45	0.50%	\$ 1.12	N/A	N/A	N/A
at Service	TexPool	Local Government Investment Pool	XXXXXXXX0001	\$ 272,608.73	\$ 272,608.73	\$ 273,051.30	\$ 273,051.30	2.35%	\$ 442.57	N/A	N/A	N/A
Capital Projects	ABC Bank	Money Market Deposit Account	XXXX4286	\$ 224,187.91	\$ 224,187.91	\$ 224,279.86	\$ 224,279.86	1.00%	\$ 171.95	N/A	N/A	N/A

Actual investment return for the quarter ending September 30, 2019 was \$6,909.36 and is in line with budgetary expectations. There are no changes to market, economic, and investment conditions that would require any changes to investment strategy.

This report is submitted in accordance with the Public Funds Investment Act and the District's investment policy.



Jeff Menzinger, CPA

District Investment Officer

Belvedere MUD  
Capital Projects Fund

Check Number	Date	Payee	Amenity Center Improvements	Trail Improvements	Surplus Funds	Surplus Funds Interest Earnings	Total
			\$ 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
			\$ 136,813.81	\$ 37,863.75	\$ 41,303.25	\$ 8,480.32	\$ 224,461.13

Beginning Cash Balance

Ending Cash Balance

Belvedere Municipal Utility District  
Statement of Revenues and Expenditures Budget vs. Actual  
For the Year to Date Ended November 19, 2019  
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	\$ 1,570	\$ 20,309	\$ (18,739)	\$ 243,706	\$ (242,136)
Interest Income	1,218	500	718	6,000	(4,782)
<b>Total Revenues</b>	<b>2,788</b>	<b>20,809</b>	<b>(18,021)</b>	<b>249,706</b>	<b>(246,918)</b>
<u>Expenditures</u>					
Solid Waste Disposal	11,249	11,250	1	45,000	33,751
Legal Fees	-	4,583	4,583	55,000	55,000
Audit Fees	-	-	-	7,500	7,500
Accounting Fees	2,400	1,200	(1,200)	14,400	12,000
Engineering Fees	-	1,500	1,500	18,000	18,000
Engineering Fees - Drainage Maintenance	-	1,250	1,250	15,000	15,000
Amenity Center Operations	-	4,583	4,583	55,000	55,000
Amenity Center Maintenance	-	1,250	1,250	15,000	15,000
Amenity Center Landscaping	-	1,667	1,667	20,000	20,000
Drainage Maintenance	-	1,667	1,667	20,000	20,000
Insurance	1,246	333	(913)	4,000	2,754
Tax Appraisal and Collection Fees	-	417	417	5,000	5,000
Bank Charges	-	17	17	200	200
Other Fees	-	8	8	100	100
Newspaper notices	-	167	167	2,000	2,000
<b>Total Expenditures</b>	<b>14,895</b>	<b>29,892</b>	<b>14,997</b>	<b>276,200</b>	<b>261,305</b>
<b>Projected Excess Revenue Over Expenditures</b>	<b>\$ (12,107)</b>	<b>\$ (9,083)</b>	<b>\$ (3,024)</b>	<b>\$ (26,494)</b>	<b>\$ 14,387</b>

**Belvedere Municipal Utility District**  
**Balance Sheet**  
As of November 19, 2019

---

	<u>Nov 19, 19</u>
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
Checking Account - ABC Bank	11,435.80
Money Market - ABC Bank	32,328.61
TexPool	<u>737,062.67</u>
Total Checking/Savings	780,827.08
Accounts Receivable	
Taxes Receivable	<u>255,678.69</u>
Total Accounts Receivable	<u>255,678.69</u>
Total Current Assets	<u>1,036,505.77</u>
<b>TOTAL ASSETS</b>	<u><u>1,036,505.77</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Deferred Revenue	<u>255,678.69</u>
Total Other Current Liabilities	<u>255,678.69</u>
Total Current Liabilities	<u>255,678.69</u>
Total Liabilities	255,678.69
Equity	
Unassigned	792,933.67
Net Income	<u>-12,106.59</u>
Total Equity	<u>780,827.08</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>1,036,505.77</u></u>



**Belvedere Municipal Utility District**  
**Profit & Loss**  
October 1 through November 19, 2019

---

	<u>Oct 1 - Nov 19, 19</u>
Ordinary Income/Expense	
Income	
Interest Income	1,218.45
Income	
Property Taxes	<u>1,569.70</u>
Total Income	<u>1,569.70</u>
Total Income	2,788.15
Expense	
Bookkeeping Fees	2,400.00
Insurance	
Liability Insurance	<u>1,245.58</u>
Total Insurance	1,245.58
Waste Disposal	<u>11,249.16</u>
Total Expense	<u>14,894.74</u>
Net Ordinary Income	<u>-12,106.59</u>
Net Income	<u><u>-12,106.59</u></u>

**Belvedere MUD - Capital Projects Fund**  
**Balance Sheet**  
As of November 19, 2019

---

	<u>Nov 19, 19</u>
<b>ASSETS</b>	
Current Assets	
Checking/Savings	224,461.13
Cash	<u>224,461.13</u>
Total Checking/Savings	<u>224,461.13</u>
Total Current Assets	<u>224,461.13</u>
<b>TOTAL ASSETS</b>	<u><u>224,461.13</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
Equity	
Restricted	224,279.86
Net Income	<u>181.27</u>
Total Equity	<u>224,461.13</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>224,461.13</u></u>

**Belvedere MUD - Capital Projects Fund**  
**Profit & Loss**  
October 1 through November 19, 2019

---

	<u>Oct 1 - Nov 19, 19</u>
Other Income/Expense	
Other Income	
Interest Income	<u>181.27</u>
Total Other Income	<u>181.27</u>
Net Other Income	<u>181.27</u>
Net Income	<u><u>181.27</u></u>

**Belvedere MUD-Debt Service Fund**  
**Balance Sheet**  
As of November 19, 2019

	Nov 19, 19
<b>ASSETS</b>	
Current Assets	
Checking/Savings	5,592.72
MUD Debt Service Fund	273,051.30
TexPool	278,644.02
Total Checking/Savings	
Accounts Receivable	423,086.71
Taxes Receivable	423,086.71
Total Accounts Receivable	701,730.73
Total Current Assets	701,730.73
<b>TOTAL ASSETS</b>	
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Other Current Liabilities	423,086.71
Deferred Revenue	423,086.71
Total Other Current Liabilities	423,086.71
Total Current Liabilities	423,086.71
Total Liabilities	423,086.71
Equity	275,835.18
Restricted	2,808.84
Net Income	278,644.02
Total Equity	701,730.73
<b>TOTAL LIABILITIES &amp; EQUITY</b>	

**Belvedere MUD-Debt Service Fund**  
**Profit & Loss**  
October 1 through November 19, 2019

---

	<u>Oct 1 - Nov 19, 19</u>
Ordinary Income/Expense	
Income	2,365.03
Tax Revenue	
Total Income	<u>2,365.03</u>
Net Ordinary Income	2,365.03
Other Income/Expense	
Other Income	443.81
Interest Income	
Total Other Income	<u>443.81</u>
Net Other Income	443.81
Net Income	<u><u>2,808.84</u></u>

Montoya & Monzingo, LLP

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

# Invoice

Date	Invoice #
11/06/2019	23496

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

Terms
Due on receipt

Description	Amount
November 2019 accounting services.	1,200.00
<i>11/6/19</i>	
Thank you for your business.	<b>Total</b> \$1,200.00



Drawer 9  
Wolfforth, Texas 79382-0009

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2460862

Date 10/31/19  
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

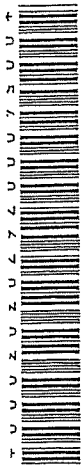
The Unlawful Internet Gambling Enforcement Act prohibits you from receiving payments related to Internet gambling. Please call us toll free at 1-888-902-2552 for questions.

Business Checking Public Funds  
Account Number [REDACTED]  
Previous Balance 7,433.12  
5 Deposits/Credits 33,934.73  
4 Checks/Debits 26,367.02  
Service Charge Amount .00  
Interest Paid .00  
Current Balance 15,000.83

Enclosures/Images 5  
Statement Dates 10/01/19 thru 10/31/19  
Days in the Statement Period 31  
Average Ledger Balance 12,773.29  
Average Collected 12,773.29

Deposits and Other Credits

Date	Description	Amount
10/01	PPD F746000192	763.56
	CONS PAY PT CLEARING	
10/17	Deposit	30,000.00
10/23	PPD F746000192	604.27
	CONS PAY PT CLEARING	
10/24	PPD F746000192	389.23
	CONS PAY PT CLEARING	
10/29	PPD F746000192	2,177.67
	CONS PAY PT CLEARING	





Date 10/31/19  
Primary Account

Page 2

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

Business Checking Public Funds (Continued)

Date	Check No.	Amount	Checks Date	Check No.	Amount
10/21	1125	1,200.00	10/23	1127	11,249.16
10/17	1126	8,004.74	10/17	1128	5,913.12

Daily Balance Information

Date	Balance	Date	Balance	Date	Balance
10/01	8,196.68	10/21	23,078.82	10/24	12,823.16
10/17	24,278.82	10/23	12,433.93	10/29	15,000.83

End of Statement





**Belvedere Municipal Utility District**  
**Reconciliation Detail**  
 Checking Account - ABC Bank, Period Ending 10/31/2019

Type	Date	Num	Name	Cir	Amount	Balance
Beginning Balance						7,433.12
<b>Cleared Transactions</b>						
<b>Checks and Payments - 4 items</b>						
Check	10/15/2019	1127	Texas Disposal Syst...	X	-11,249.16	-11,249.16
Check	10/15/2019	1126	Lloyd Gosselink - Att...	X	-8,004.74	-19,253.90
Check	10/15/2019	1128	Lloyd Gosselink - Att...	X	-5,913.12	-25,167.02
Check	10/15/2019	1125	Montoya & Monzing...	X	-1,200.00	-26,367.02
Total Checks and Payments					-26,367.02	-26,367.02
<b>Deposits and Credits - 5 items</b>						
Deposit	10/01/2019			X	763.56	763.56
Transfer	10/15/2019			X	30,000.00	30,763.56
Deposit	10/23/2019			X	604.27	31,367.83
Deposit	10/24/2019			X	389.23	31,757.06
Deposit	10/29/2019			X	2,177.67	33,934.73
Total Deposits and Credits					33,934.73	33,934.73
Total Cleared Transactions					7,567.71	7,567.71
Cleared Balance					7,567.71	15,000.83
Register Balance as of 10/31/2019					7,567.71	15,000.83
Ending Balance					<u>7,567.71</u>	<u>15,000.83</u>





Date 10/31/19  
Primary Account

Page 2

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

Money Market Public Fund

(Continued)

Daily Balance Information

Date	Balance	Date	Balance	Date	Balance
10/01	62,304.80	10/17	32,304.80	10/31	32,328.61

INTEREST RATE SUMMARY

Date	Rate
9/30	0.650000%
10/03	0.600000%
10/17	0.550000%
10/31	0.500000%

End of Statement



**Belvedere Municipal Utility District**  
**Reconciliation Detail**  
 Money Market - ABC Bank, Period Ending 10/31/2019

Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						62,304.80
Cleared Transactions						
Transfer	10/15/2019		Checks and Payments - 1 item	X	-30,000.00	-30,000.00
Total Checks and Payments					-30,000.00	-30,000.00
Deposit	10/31/2019		Deposits and Credits - 1 item	X	23.81	23.81
Total Deposits and Credits					23.81	23.81
Total Cleared Transactions					-29,976.19	-29,976.19
Cleared Balance					-29,976.19	32,328.61
Register Balance as of 10/31/2019					-29,976.19	32,328.61
Ending Balance					-29,976.19	32,328.61

*M*

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



# Participant Statement

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

Statement Period **10/01/2019 - 10/31/2019**

Page 1 of 2

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

## TexPool Update

Get the latest insights from key market strategists. Our portfolio managers and strategists provide weekly updates on news and trends in the financial industry. Visit the Market Views page at [TexPool.com](http://TexPool.com) for the latest commentary.

## TexPool Summary

Pool Name	Beginning Balance	Total Deposits	Total Withdrawals	Total Interest	Current Balance	Average Balance
Texas Local Government Investment Pool	\$735,868.03	\$0.00	\$0.00	\$1,194.64	\$737,062.67	\$735,906.57
<b>Total Dollar Value</b>	<b>\$735,868.03</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,194.64</b>	<b>\$737,062.67</b>	

## Portfolio Value

Pool Name	Pool/Account	Market Value (10/01/2019)	Share Price (10/31/2019)	Shares Owned (10/31/2019)	Market Value (10/31/2019)
Texas Local Government Investment Pool	[REDACTED]	\$735,868.03	\$1.00	737,062.670	\$737,062.67
<b>Total Dollar Value</b>		<b>\$735,868.03</b>			<b>\$737,062.67</b>

## Interest Summary

Pool Name	Pool/Account	Month-to-Date Interest	Year-to-Date Interest
Texas Local Government Investment Pool	[REDACTED]	\$1,194.64	\$6,287.67
<b>Total</b>		<b>\$1,194.64</b>	<b>\$6,287.67</b>



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

Statement Period 10/01/2019 - 10/31/2019

Page 2 of 2

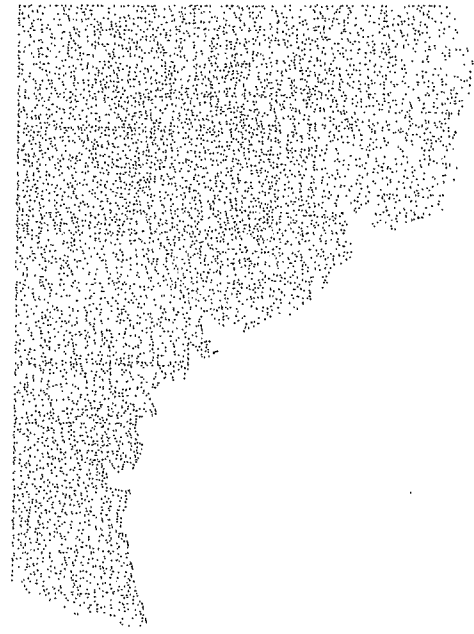
## Transaction Detail

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
10/01/2019	10/01/2019	BEGINNING BALANCE	\$735,868.03	\$1.00		735,868.030
10/31/2019	10/31/2019	MONTHLY POSTING	\$1,194.64	\$1.00	1,194.640	737,062.670
Account Value as of 10/31/2019			\$737,062.67	\$1.00		737,062.670



**Belvedere Municipal Utility District**  
**Reconciliation Detail**  
 TexPool, Period Ending 10/31/2019

Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						735,868.03
Cleared Transactions						
Deposits and Credits - 1 item						
Deposit	10/31/2019			X	1,194.64	1,194.64
Total Deposits and Credits					1,194.64	1,194.64
Total Cleared Transactions					1,194.64	1,194.64
Cleared Balance					1,194.64	737,062.67
Register Balance as of 10/31/2019					1,194.64	737,062.67
Ending Balance					<u>1,194.64</u>	<u>737,062.67</u> ✓



Drawer 9  
Wolfforth, Texas 79382-0009

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2459855

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

Date 10/31/19  
Primary Account

Page 1

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### 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	0
Account Number	[REDACTED]	Statement Dates	10/01/19 thru 10/31/19
Previous Balance	224,279.86	Days in the Statement Period	31
Deposits/Credits	.00	Average Ledger Balance	224,279.86
Checks/Debits	.00	Average Collected	224,279.86
Service Charge Amount	.00	Interest Earned	181.27
Interest Paid	181.27	Annual Percentage Yield Earned	0.96%
Current Balance	224,461.13	2019 Interest Paid	2,180.45

### Deposits and Other Credits

Date	Description	Amount
10/31	Interest Deposit	181.27

### Daily Balance Information

Date	Balance	Date	Balance
10/01	224,279.86	10/31	224,461.13

### INTEREST RATE SUMMARY

Date	Rate
9/30	1.000000%





Date 10/31/19  
Primary Account

Page 2

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

Money Market Public Fund

[REDACTED] (continued)

INTEREST RATE SUMMARY

Date	Rate
10/03	0.950000%
10/31	0.900000%

End Of Statement



**Belvedere MUD - Capital Projects Fund**  
**Reconciliation Detail**  
 Cash, Period Ending 10/31/2019

Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						224,279.86
Cleared Transactions						
Deposits and Credits - 1 item						
Deposit	10/31/2019			X	181.27	181.27
Total Deposits and Credits					181.27	181.27
Total Cleared Transactions					181.27	181.27
Cleared Balance					181.27	224,461.13
Register Balance as of 10/31/2019					181.27	224,461.13
Ending Balance					<u>181.27</u>	<u>224,461.13</u> ✓



Drawer 9  
Wolfforth, Texas 79382-0009

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2459854

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

Date 10/31/19 Page 1  
Primary Account

4

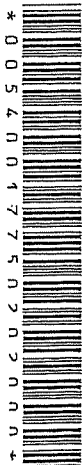
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Checking Account

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	0
Account Number	[REDACTED]	Statement Dates	10/01/19 thru 10/31/19
Previous Balance	3,226.45	Days in the Statement Period	31
Deposits/Credits	.00	Average Ledger Balance	3,226.45
Checks/Debits	.00	Average Collected	3,226.45
Service Charge Amount	.00	Interest Earned	1.24
Interest Paid	1.24	Annual Percentage Yield Earned	0.45%
Current Balance	3,227.69	2019 Interest Paid	2,800.20



Deposits and Other Credits

Date	Description	Amount
10/31	Interest Deposit	1.24

Daily Balance Information

Date	Balance	Date	Balance
10/01	3,226.45	10/31	3,227.69

INTEREST RATE SUMMARY

Date	Rate
9/30	0.500000%



**Belvedere MUD-Debt Service Fund**  
**Reconciliation Detail**  
 MUD Debt Service Fund, Period Ending 10/31/2019

Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						3,226.45
Cleared Transactions						
Deposits and Credits - 1 Item						
Deposit	10/31/2019			X	1.24	1.24
Total Deposits and Credits					1.24	1.24
Total Cleared Transactions					1.24	1.24
Cleared Balance					1.24	3,227.69
Register Balance as of 10/31/2019					1.24	3,227.69
Ending Balance					1.24	3,227.69 <i>W</i>

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



# Participant Statement

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

Statement Period 10/01/2019 - 10/31/2019

Page 1 of 2

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

## TexPool Update

Get the latest insights from key market strategists. Our portfolio managers and strategists provide weekly updates on news and trends in the financial industry. Visit the Market Views page at [TexPool.com](http://TexPool.com) for the latest commentary.

## TexPool Summary

Pool Name	Beginning Balance	Total Deposits	Total Withdrawals	Total Interest	Current Balance	Average Balance
Texas Local Government Investment Pool	\$272,608.73	\$0.00	\$0.00	\$442.57	\$273,051.30	\$272,623.01
<b>Total Dollar Value</b>	<b>\$272,608.73</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$442.57</b>	<b>\$273,051.30</b>	

## Portfolio Value

Pool Name	Pool/Account	Market Value (10/01/2019)	Share Price (10/31/2019)	Shares Owned (10/31/2019)	Market Value (10/31/2019)
Texas Local Government Investment Pool	[REDACTED]	\$272,608.73	\$1.00	273,051.300	\$273,051.30
<b>Total Dollar Value</b>		<b>\$272,608.73</b>			<b>\$273,051.30</b>

## Interest Summary

Pool Name	Pool/Account	Month-to-Date Interest	Year-to-Date Interest
Texas Local Government Investment Pool	[REDACTED]	\$442.57	\$3,051.30
<b>Total</b>		<b>\$442.57</b>	<b>\$3,051.30</b>

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

Statement Period 10/01/2019 - 10/31/2019

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## 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
10/01/2019	10/01/2019	BEGINNING BALANCE	\$272,608.73	\$1.00		272,608.730
10/31/2019	10/31/2019	MONTHLY POSTING	\$442.57	\$1.00	442.570	273,051.300
Account Value as of 10/31/2019			\$273,051.30	\$1.00		273,051.300



**Belvedere MUD-Debt Service Fund**  
**Reconciliation Detail**  
 TexPool, Period Ending 10/31/2019

Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						272,608.73
Cleared Transactions						
Deposits and Credits - 1 item						
Deposit	10/31/2019			X	442.57	442.57
Total Deposits and Credits					442.57	442.57
Total Cleared Transactions					442.57	442.57
Cleared Balance					442.57	273,051.30
Register Balance as of 10/31/2019					442.57	273,051.30
Ending Balance					442.57	273,051.30 <sup>W</sup>



ULK	RECEIVABLE BALANCE 'R' REPORT	NET BASE TAX COLLECTED	PERCENT COLLECTED	ENDING TAX BALANCE	P & I COLLECTED	P & I REVERSAALS	LRP OTHER PENALTY COLLECTED	TOTAL DISTRIBUTED
2006	.00	.00	.00 %	.00	.00	.00	.00	.00
2007	.00	.00	.00 %	.00	.00	.00	.00	.00
2008	.00	.00	.00 %	.00	.00	.00	.00	.00
2009	.00	.00	.00 %	.00	.00	.00	.00	.00
2010	.00	.00	.00 %	.00	.00	.00	.00	.00
2011	.00	.00	.00 %	.00	.00	.00	.00	.00
2012	.00	.00	.00 %	.00	.00	.00	.00	.00
2013	.00	.00	.00 %	.00	.00	.00	.00	.00
2014	2371.31	.00	.00 %	2371.31	.00	.00	.00	.00
2015	3336.25	.00	.00 %	3336.25	.00	.00	.00	.00
2016	3363.93	.00	.00 %	3363.93	.00	.00	.00	.00
2017	3367.38	.00	.00 %	3367.38	.00	.00	.00	.00
2018	6770.95	.00	837.86 12.37 %	5933.09	155.64	.00	.00	993.50
TOTL	19209.82	.00	837.86 4.36 %	18371.96	155.64	.00	.00	993.50
2019	662981.98	410.87	2177.67 .33 %	660393.44	.00	.00	.00	2177.67
ENTLTY	682191.80	410.87	3015.53 .44 %	678765.40	155.64	.00	.00	3171.17

Outstanding property tax receivable

Debt Service: 2014=1440.81  
 2015=1962.38  
 2016=1727.38  
 2017=1820.07  
 2018=3390.17  
 2019=412,745.90  
 423,086.71

Operating: 2014=930.50  
 2015=1373.87  
 2016=1636.55  
 2017=1547.31  
 2018=2542.92  
 2019=247,647.54  
 255,678.69

Current tax rate  
 operating: .12  
 Debt Service: .20  
 total: .32

PROFESSIONAL SERVICES AGREEMENT  
Between  
BELVEDERE MUNICIPAL UTILITY DISTRICT  
and  
JONES & CARTER, INC.

BELVEDERE MUNICIPAL UTILITY DISTRICT, as CLIENT, engages JONES & CARTER, INC., as ENGINEER, to perform professional services for the assignment described as follows:

General engineering consultation; general administrative and engineering assistance for the operation of the District; evaluation of existing facilities; review of water, sanitary sewer, storm sewer, or drainage system problems; preparation of construction drawings and specifications for new utilities or rehabilitation of existing utilities; preparation of capital improvement plan, preparation of Bond Application Reports, Bond Election Reports, and related applications; preparation of service feasibilities, and storm water quality permit applications; contract administration during construction; and any additional engineering services requested by CLIENT.

- I. SERVICES: Services provided by the ENGINEER under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the engineering profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this AGREEMENT.
  - A. GENERAL ENGINEERING SERVICES: Services will be performed on an ongoing basis for the CLIENT as general engineering consultation. The following services are typical services ENGINEER will perform.
    1. District Meetings:
      - a. ENGINEER will prepare for and attend scheduled District meetings as agreed to with the CLIENT. This will include time for travel to and from meetings. Preparation for and attendance of board meetings may involve multiple engineers.
    2. District Operation:
      - a. General administrative and engineering assistance for the operation of the District; transition of CLIENT engineering files from District's former engineer to ENGINEER; evaluation of existing facilities; review of water, sanitary sewer, storm sewer, or drainage system issues; general trail system and drainage system maintenance consultation and coordination; periodic inspections of District's facilities; warranty inspections; assistance with annual budget and audit; and other items related to the operation of the District.
    3. District Planning and Permits:
      - a. Preparation of and updates to CLIENT's Capital Improvement Plan; preparation of feasibility reports; preparation of bond application reports, bond election reports, and related applications; preparation of

Preliminary Engineering Reports; preparation of storm water quality permit applications; and other items related to the planning of future projects and permitting needs.

4. Construction Plan Reviews:

- a. Review and supervision of design professionals working on public or private facilities for the District; provide comments to design professionals and updates to the District's Board as necessary; issue plan review, plan approval, or letters for public or private plan reviews.

B. PROJECT SERVICES: Services will be performed for specific projects for the CLIENT as project services. For each project, BASIC SERVICES and ADDITIONAL SERVICES will be performed in accordance with the following descriptions, terms, and conditions.

1. BASIC SERVICES: ENGINEER will perform these services in three phases.

- a. Design Phase Services: ENGINEER will discuss the assignment with CLIENT; arrange for ADDITIONAL SERVICES and investigations for CLIENT'S direct payment, as required; prepare signed and sealed construction drawings, technical specifications, and Final Estimated Construction Costs (FECC), as defined in Section II.B.1.a.ii.; submit for necessary approvals from applicable federal, state, and local agencies; and prepare necessary bidding documents.
- b. Bidding Phase Services: After completion of the Design phase, ENGINEER will arrange for advertisement as a reimbursable expense, post the bidding documents for review by bidders, answer bidder questions, generate addenda, host a bid opening, prepare a bid tabulation, verify accuracy of the written values as compared to the numerical values on the bid forms, and prepare a Recommendation of Award.
- c. Construction Phase Services: After completion of the Bidding Phase, ENGINEER will assist CLIENT in the construction of the project, including revisions to the construction drawings and technical specifications as necessitated during the bidding process; provide Construction Contract Administration services as described in Section I Construction Contract Administration of Exhibit A – Construction Phase Services. Basic Services shall be deemed complete at the end of the Construction Contract Period of Performance.

2. ADDITIONAL SERVICES: All work performed by ENGINEER which is either described in Exhibit B or not included in the BASIC SERVICES defined above shall constitute ADDITIONAL SERVICES.

II. COMPENSATION: CLIENT agrees to pay ENGINEER for above-described services in accordance with the following descriptions, definitions, terms, and conditions.

A. GENERAL ENGINEERING SERVICES: Compensation will be on the basis of ENGINEER'S current Schedule of Hourly Rates, plus all Reimbursable Expenses, or a lump sum basis, all defined as follows:

1. HOURLY RATES: Charges for hourly services will be made in accordance with the attached SCHEDULE OF HOURLY RATES. Hourly rates are subject to annual revision each year that this Agreement is in force. CLIENT will be provided a schedule of rates for any services rendered which are not included in the basic SCHEDULE OF HOURLY RATES.
2. REIMBURSABLE EXPENSES: Expenses shall include transportation, cost of ENGINEER'S field office, reproduction, subcontracts, surveying expenses, and similar items. Such expenses shall be reimbursed in accordance with the attached SCHEDULE OF REIMBURSABLE EXPENSES. This schedule is subject to annual revision in January of each year that this Agreement is in force. Reimbursable expenses shall also include services performed by a sub-consultant that are not part of a fixed fee under the terms of this contract. Compensation for these services shall be at cost plus ten percent.
3. LUMP SUM: Regardless of any other compensation methods listed above, CLIENT and ENGINEER may agree in a letter proposal or proposals that certain services will be compensated on a lump sum basis for any BASIC SERVICES or ADDITIONAL SERVICES. Authorization may also be given verbally to ENGINEER by the CLIENT at any duly held meeting of the District's Board. Unless the CLIENT gives express permission, either in a Board of Directors meeting or otherwise in writing, outside this Agreement, ENGINEER shall not assess a monthly fee except for the hourly and reimbursable expenses outlined above in Sections II.A.1. and II.A.2.

B. PROJECT SERVICES

1. BASIC SERVICES: Compensation for new projects will be made in accordance with the ENGINEER'S current SCHEDULE OF HOURLY RATES, LUMP SUM, or in an amount equal to a fixed percentage of the Total Construction Cost (as defined in Section II.B.1.a.i.) for the services in each phase as described in the table below:

	Compensation Method	Design Phase Services Fee	Bidding Phase Services Fee	Construction Phase Services Fee	
				Construction Contract Administration "CCA"	Construction Management "CM" **
\$1 - \$600,000	Hourly Rates	Hourly	Hourly	Hourly	By Proposal
\$600,001 - \$4,000,000	% of FECC/TCC	7.50%	0.40%	1.60%	By Proposal
\$4,000,001 and up	% of FECC/TCC	7.00%	0.30%	1.20%	By Proposal

\*\*Construction Management is an Additional Service, and not a Basic Service. The proposed fee and services will be in addition to Construction Contract Administration.

a. Construction Cost:

i Total Construction Cost, TCC, shall be the actual cost to the CLIENT of the completed construction project, exclusive of deductive change orders, including all change orders during construction, plus the amount of the proposal received from the successful bidder for each additive alternate not used (or the amount shown in the FECC, if no proposal is received);

1. Total Construction Cost shall not be based on nor include:

a. Compensation payable to ENGINEER, or sub-consultants: architect, surveyor or other engineer under this agreement; or

b. Expenditures not connected with construction or design, such as land acquisition costs or attorney's fees.

ii Final Estimated Construction Cost (FECC) shall be based on the ENGINEER'S reasonable opinion of probable construction cost prior to the receipt of bids. This shall include the greater amount of all included or excluded alternates. Items addressed as clarifications during the bid phase, or additional scope added prior to the opening bids shall be added to and considered part of the FECC.

b. Adjustment to Compensation:

i If a construction contract is not bid and not awarded within three (3) months from the date the final plans and specifications were submitted to the CLIENT for approval, the final payment to the ENGINEER for the Design Phase Services shall be calculated based on the FECC outlined above excluding contingencies.

ii If a construction contract is advertised for bids and not awarded within three (3) months from the date the final plans and specifications were submitted to the CLIENT for approval, the final payment to the ENGINEER for Design Phase Services shall be calculated based on the TCC of the low bid.

iii If a construction contract is modified via change order, the design fee shall be modified to include the positive value of the change order, subject to the adjustments in subsection iv below.

iv If a construction contract is awarded within three (3) months from the date final plans and specifications were submitted to the CLIENT for approval, the final payment to the ENGINEER for Design Phase Services will be based on the TCC for the construction package.

- v Notwithstanding the foregoing, the basis for the ENGINEER'S compensation for BASIC SERVICES shall not be (i) less than 90% of the FECC, or (ii) more than 110% of the FECC.
  - vi At CLIENT'S option, any overpayments made by the CLIENT shall be handled as follows:
    - 1. The overpayment shall be credited against future fees due to the ENGINEER; or
    - 2. The ENGINEER shall pay the CLIENT the overpayment within 45 days of notification.
  - 2. ADDITIONAL SERVICES: Unless negotiated otherwise, compensation will be on the basis of ENGINEER'S current SCHEDULE of HOURLY RATES, plus REIMBURSABLE EXPENSES both defined in Section II.A or on a LUMP SUM basis as described in Section II.B.3.
  - 3. LUMP SUM: Regardless of any other compensation methods listed above, CLIENT and ENGINEER may agree in a letter proposal or proposals that certain services will be compensated on a lump sum basis for any BASIC SERVICES or ADDITIONAL SERVICES. Authorization may also be given verbally to ENGINEER by the CLIENT at any duly held meeting of the District's Board.
- III. PAYMENTS: Engineer will invoice CLIENT monthly in amounts based on ENGINEER'S reasonable estimate of the portion of the BASIC SERVICES completed, plus charges for ADDITIONAL SERVICES performed. Each invoice shall include a description of the services performed, including a breakdown of hours, personnel, and amounts billed. CLIENT agrees to promptly pay ENGINEER with electronic Automated Clearing House payments or checks, the full amount of each such invoice upon receipt. A charge of 0.75% per month will be added to the unpaid balance of invoices not paid within 30 days after delivery of invoice to CLIENT'S accounting contractor.
- IV. OWNERSHIP OF DOCUMENTS: All documents, including original drawings, estimates, specifications, field notes, and data are and shall remain the property of the ENGINEER. CLIENT may obtain a set of reproducible record copies of construction drawings, technical specifications and other signed and sealed deliverable documents, but agrees that CLIENT will use such copies solely in connection with the project(s) covered by this Agreement and for no other purpose. Any such reuse without written approval or adaptation by ENGINEER for the specific purpose intended shall be at the CLIENT'S sole risk and without liability to ENGINEER, and the CLIENT shall indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. Under no circumstance shall the CLIENT be entitled to ENGINEER'S intellectual property including, but not limited to, design files, CAD files, electronic files, and other non-deliverable documents. ENGINEER will retain documents for a period of time, but will destroy all documents in accordance with ENGINEER'S most current document retention policy.
- V. OPINIONS OF PROBABLE CONSTRUCTION COST: Opinions of Probable Construction Cost prepared by the ENGINEER represent its best judgment as a design professional familiar with the construction industry. It is recognized, however, that the ENGINEER has no control over the cost of labor, materials, or equipment; over the Contractor's methods of determining bid prices; or over competitive bidding or market conditions. Accordingly, the ENGINEER cannot and does not guarantee that bids will not vary from any cost estimate prepared by ENGINEER.

- VI. INSURANCE: ENGINEER agrees to maintain Comprehensive General Liability, Professional Liability, and Workers' Compensation Insurance to cover all of its own personnel engaged in performing services for CLIENT under this Agreement. The coverages of these policies are as described below.
- A. COMPREHENSIVE GENERAL LIABILITY: including commercial liability - \$1,000,000 per occurrence and \$1,000,000 annual aggregate for bodily injury or death and property damage, including loss of use thereof, written on an occurrence (as opposed to a "claims made") basis.
  - B. UMBRELLA LIABILITY: \$1,000,000 per occurrence and \$1,000,000 annual aggregate for bodily injury or death and property damage, including loss of use thereof.
  - C. PROFESSIONAL LIABILITY: \$1,000,000 per claim and \$1,000,000 annual aggregate.
  - D. WORKERS' COMPENSATION INSURANCE: to cover all of its own personnel engaged in performing services for CLIENT under this Agreement with employer's liability limits of \$1,000,000 each accident/\$1,000,000 each employee/\$1,000,000 each policy limit.
- VII. INDEPENDENT CONTRACTOR: The ENGINEER is an independent contractor and is responsible for hiring and compensating the personnel (including but not limited to collecting and remitting to federal, state, or local authorities all applicable Federal Insurance Contributions Act and tax withholding based on any sums paid by CLIENT to ENGINEER) that the ENGINEER deems necessary to carry out its duties to the CLIENT.
- VIII. LIABILITY LIMITATION: The ENGINEER agrees to carry out and perform the services herein agreed to in a professional and competent manner. The CLIENT agrees that the ENGINEER shall not be liable for error, omission, or breach of warranty (either expressed or implied) in its preparation of designs and drawings, preparation of surveys, designation and selection of materials and equipment for the project, or the performance of any other services in connection with any assignment for which specific authorization is given by the CLIENT pursuant to Section I of this Agreement, except to the extent that ENGINEER fails to exercise the usual degree of care and judgment of an ordinarily prudent engineer in the same or similar circumstances and conditions.
- IX. INDEMNIFICATION: The ENGINEER agrees, to the fullest extent permitted by law, to indemnify and hold the CLIENT harmless from any damage, liability, or cost (including reasonable attorney's fees and cost of defense) to property, injury or death of persons, or loss the extent caused by the ENGINEER'S negligent or willful acts, errors, or omissions in the performance of professional services under this AGREEMENT including anyone for whom the ENGINEER is legally liable.
- The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold the ENGINEER harmless, to the extent allowed by law, from any damage, liability, or cost (including reasonable attorney's fees and costs of defense) to property, injury or death of persons, or loss the extent caused by the CLIENT'S negligent or willful acts, errors, or omissions and those of CLIENT'S contractors, subcontractors, or consultants, or anyone for whom the CLIENT is legally liable, and arising from any project that is the subject of this AGREEMENT.
- X. CONSEQUENTIAL DAMAGES: The CLIENT shall not be liable to the ENGINEER and the ENGINEER shall not be liable to the CLIENT for any consequential damages incurred by either due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the CLIENT or the ENGINEER, or one of either of their employees, agents, or subcontractors. Consequential Damages include, but are not limited to, loss of use and loss of profit.

XI. TERMINATION

- A. CONDITIONS OF TERMINATION: This Agreement may be terminated without cause at any time prior to completion of ENGINEER'S services either by CLIENT or by ENGINEER, upon thirty (30) days' written notice to the other at the address of record. Termination shall release each party from all obligations of this Agreement, except as specified in paragraph VIII.
  - B. COMPENSATION PAYABLE ON TERMINATION: On termination, by either CLIENT or ENGINEER, CLIENT shall pay ENGINEER the full amount specified in paragraph II.A of II.B, as applicable, with respect to GENERAL ENGINEERING SERVICES and any phase of BASIC SERVICES, as part of PROJECT SERVICES, which has been completed plus an amount fixed by applying the rate specified in paragraph II.B.2 to all ADDITIONAL SERVICES performed to date of termination (including all Reimbursable Expenses incurred).
  - C. WORK PRODUCT UPON TERMINATION: On termination, by either CLIENT or ENGINEER, ENGINEER shall deliver to CLIENT all work product belonging or due to CLIENT, no later than the date of termination. Such work product includes all deliverables, along with correspondence made by ENGINEER on behalf of CLIENT that is in progress but not yet delivered or conveyed to CLIENT.
- XII. SUCCESSORS AND ASSIGNS: CLIENT and ENGINEER each binds itself, and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to partners, successors, executors, administrators, and assigns of such other party in respect to all covenants of this Agreement. Neither CLIENT nor ENGINEER shall assign, sublet, or transfer its interest in this Agreement without written consent of the other. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than CLIENT and ENGINEER.
- XIII. SPECIAL PROVISIONS: This instrument contains the entire Agreement between CLIENT and ENGINEER, except as additionally stated below:
- A. All letter proposals describing the scope of services, method of compensation, and any special contractual provisions, that are mutually agreed upon shall become part of this Agreement.
  - B. The amount of any excise, VAT, gross receipts, or sales tax that may be imposed shall be added to the compensation as determined above.
- XIV. INVALIDATION AND MODIFICATIONS: If this Agreement is not executed by CLIENT within 30 days of date tendered, it shall become invalid unless ENGINEER extends the time in writing. This Agreement can be modified only by mutual written consent of both parties.



This Agreement shall be governed by the laws of the State of Texas. Executed and effective this 19<sup>th</sup> day of November, 2019.

BELVEDERE MUNICIPAL UTILITY DISTRICT  
c/o Lloyd Gosselink Rochelle & Townsend, PC  
816 Congress Ave., Suite 1900  
Austin, Texas 78701  
Attn: Stefanie Albright

JONES & CARTER, INC.  
6330 West Loop South, Suite 150  
Bellaire, Texas 77401

BY: [Signature]

BY: [Signature]

DATE: 11/19/2019

DATE: 11/19/19

ATTEST: [Signature]

ATTEST: [Signature]

Version 12.13.18



## EXHIBIT A - Construction Phase Services

### I. Construction Contract Administration ("CCA")

Administration services during construction include activities (other than field services) supporting the construction of the project on behalf of the CLIENT. These services must be accompanied by Field Project Representation. Contract Administration services consist of the following:

1. Creation/collection, coordination and execution of post-bid contract documents and subsequent forms needed during the contract period of performance
2. Facilitate bond and insurance review by Client's designated agent
3. Maintain complete knowledge of the contract, general conditions, special conditions, and addenda
4. Facilitation of the contractual and agreed upon lines of communication
5. Sending contractual notices to all parties
6. Receive, review and recommend periodic contractor pay requests. Provide written recommendation of payment to CLIENT based upon on-site observations
7. Processing RFIs and RFPs (technical design review is not included)
8. Change order preparation and processing, quantity and price assessment
9. Schedule monitoring
10. Managing pre-construction meeting
11. Management of submittals, Samples and Shop drawings (technical design review is not included)
12. Generating close-out documents
13. File management
14. Minimum level of documentation and reporting limited to a monthly summary of construction activities
15. Coordination of construction staking (this does not apply if work is in contractors bid scope)
16. Coordination of materials testing (this does not apply if work is in contractors bid scope)
17. Verification that there is a safety plan
18. Issuance of a Certificate of Substantial Completion to Client

If CCA is selected for a project, the compensation will be in accordance with the applicable table in Section II.B.1.

## II. Construction Management ("CM")

In addition to the items included in Construction Contract Administration, Construction Management services shall include the following:

1. Maintenance of a Critical Path Method schedule and monthly updating by the Contractor
2. Active engagement with the Contractor for work sequencing, phasing and shut-downs
3. Coordination of multiple contractors working under multiple contracts on-site simultaneously rather than in series
4. Earned Value Modeling
5. Verification of test results, construction methods, planning, and review of Contractor's QA/QC plans
6. Highest level of documentation and reporting (detail, frequency, method, accessibility (client portal), delivery)
7. Attempt to resolve issues before disputes arise
8. Assist in risk mitigation including assessment of the Contractor's schedule and construction sequencing to limit interruptions to the Client's services, reduction in construction delays
9. Fee management of our subconsultants and the Client's
10. Change order negotiation/cost verification
11. Provide regular and thorough communication with the project team

Construction Management of large projects can benefit by having "resident" personnel on the project site. With resident services, a registered Professional Engineer or Certified Construction Manager will work from a temporary office trailer at the project site for the entire active duration of the construction contract. The cost of the trailer can be included in the fee. The Resident Engineer or Construction Manager will share duties with the Field Project Representative to enhance the Construction Management and Field Project Representation services. Level II Field Project Representation is required for all Construction Management jobs.

Construction Management fees, including resident services, are determined on a project by project basis in accordance with the applicable table in Section II.B.1. A written proposal will be provided to the CLIENT if these services are requested.

## III. Field Project Representation

Field project representation services generally consist of full-time or part-time on-site project representative(s) to assist the ENGINEER and to provide more extensive observation of the Contractor's work. Presence of ENGINEER Field Project Representatives does not guarantee the contractor's work shall be free of defect, but is intended to improve the CLIENT's familiarity with the contractor's progress and quality of work. ENGINEER can provide different levels of observation to meet the CLIENT's needs. A description of ENGINEER's duties for the two different levels of observation are described below.

1. Work Observation: Level I (Periodic Part-Time Representation for Major Activities)
  - a. Spot check field-testing and other field quality assurance testing activities (while on-site)
  - b. Review and approximate periodic progress payment quantities, including verifying Materials on Hand
  - c. Monitor the Contractor's maintenance of record drawings
  - d. Provide field coordination and field communication between CLIENT and the Contractor
  - e. Occasional field attendance by construction project manager
  - f. Coordination of field project representatives
  - g. Observe work performed for substantial compliance with the contract documents. Observation includes 4 to 15 hours per week on-site (plus travel time.) Field Project Representative will make best effort to be present for major activities as noted.
  - h. Prepare a summary of work observed during each visit

**Major Activity Examples:**

Bedding and Backfill of WS&D Tunneling, Boring and Jacking

Subgrade Stabilization & Compaction

Mandrel, Pressure, Vacuum or other Testing

Form and Rebar Placement

Concrete Placement

Equipment Setting & Start-Up

Clear Water Tests

Commissioning of Equipment Process Switchovers

Start-up of Bypass Activities Coatings

Any activity that interrupts service to District's customers

Traffic Control Set-Up

2. Work Observation: Level II (Full-Time Representation)

Minimum project duration may apply. Includes scope of Work Observation: Level I, plus the following:

- a. Observe work performed for compliance with the contract documents. Observation includes no more than 40 hours per week on-site (plus travel time). The 40 hours per week include performing all the tasks listed in Work Observation Level I plus the tasks noted below.
  - i Monitor and track quantities of work performed
  - ii Monitor and track Contractor's crews and equipment on-site
  - iii Validate impact-days daily
  - iv Match concrete batch tickets to placement locations
  - v Attendance at minor activities
  - vi Prepare a daily summary of work observed
  - vii Weekly aerial video
  - viii Aerial photogrammetry for quantity verification

## Exhibit B – Additional Services

Additional Services general consist of optional services, or services normally performed by others or under separate ENGINEER scope. Each project will require Additional Services which may include:

- a. Preliminary Engineering Reports, evaluation or feasibility reports, special reports or studies, comparative analyses, traffic studies, property maps, environmental investigations preparation of environmental statements, applications for permits or grants, appearances before regulatory agencies, and required filing fees;
- b. Renderings, exhibits, or scale models;
- c. Update of CLIENT GIS, including monthly update of water, sanitary sewer, and drainage facilities, repair data, as applicable.
- d. Services, including field observations during the design phase, to investigate existing conditions or facilities or to make measured drawings thereof, or to verify accuracy of drawings or other information furnished by CLIENT;
- e. Field surveys, construction staking, lot staking, and related office computations and drafting;
- f. Review of utility CCTV footage and field survey of manhole conditions;
- g. Storm water pollution prevention plans and traffic control plans;
- h. Storm water pollution prevention plan best management practices observation and reporting
- i. Evaluation of, or use of, alternative delivery options such as Evaluated Bids, Competitive Sealed Proposals, Design Build, Construct Manager AT Risk, post bid evaluation services including evaluation of bid proposals, evaluation of alternative bid items, post bid value engineering;
- j. Revisions to substantially completed construction documents or approved preliminary documents occasioned by changes in scope of work;
- k. Computer/controls programming and configuration services;
- l. Change order negotiation and dispute resolution, to the extent possible, with the Contractor;
- m. Printed copies of construction documents;
- n. Construction management as described in Section II Construction Management of Exhibit A – Construction Phase Services;
- o. Field Project Representation, either Work Observation Level I, II, or III as described in Section III Field Project Representation Services of Exhibit A – Construction Phase Services;
- p. Drone inspection;
- q. Field visits by the design team to observe construction progress, observe the completed construction for conformity to contract documents, and assist I the startup and commission of facilities;

- r. Additional or extended services during construction past the original substantial completion date of the construction Contract Period of Performance made necessary by defective or neglected work of contractor; prolongation of construction contract, acceleration of work schedule involving services beyond normal working hours; default under construction contract due to delinquency or insolvency; or work damaged by fire or other cause during construction;
- s. Contractor's Insurance and bond verification;
- t. Contractor's surety assistance or coordination in any way but usually in the event of a potential default;
- u. Claims analysis and consulting, liquidated or actual damage determinations;
- v. Attendance at multiple start-ups during construction due to Contractor performance;
- w. Attendance at monthly construction meetings;
- x. Structural and MEP inspection for items not designed by JC;
- y. Revisions to construction documents after project completion to indicate "Record" conditions, and operation and maintenance manual review and preparation;
- z. Travel and subsistence;
- aa. Soil borings; soil, mill, shop, and laboratory tests;
- bb. Services in conjunction with preparation, calculation and submittal of subdivision plats;
- cc. Witness factory testing;
- dd. O&M support including observation, active participation in Owner training, preparation of comprehensive and integrated O&M manuals, and Emergency Planning;
- ee. Landscape and irrigation services;
- ff. Lot grade verification;
- gg. Acting as CLIENT interface with effected residents;
- hh. Services as an expert witness including preparation of engineering data and reports on behalf of the CLIENT or in connection with litigation or other controversies, or in consultation with CLIENT or attorneys;
- ii. Process estimation including observation, active participation in Owner training, including observation, active participation in Owner training, and preparation of Standard Operating Procedures;
- jj. 11 month warranty inspection;
- kk. Other services not otherwise included in the Agreement or not customarily furnished in accordance with generally accepted engineering practice;



**SCHEDULE OF HOURLY RATES**

Effective January 2019 - Subject to Annual Revision in January 2020

**ENGINEERING PERSONNEL**

Design Engineer I	\$100
Design Engineer II	\$120
Professional Engineer I	\$140
Professional Engineer II	\$160
Professional Engineer III	\$185
Professional Engineer IV	\$215
Professional Engineer V	\$230
Practice Leader	\$250

**ELECTRICAL ENGINEERING PERSONNEL**

Electrical Design Engineer I	\$110
Electrical Design Engineer II	\$130
Electrical Professional Engineer I	\$155
Electrical Professional Engineer II	\$170
Electrical Professional Engineer III	\$190
Electrical Professional Engineer IV	\$225
Electrical Professional Engineer V	\$240

**CONSTRUCTION PERSONNEL (Includes Mileage)**

Project Representative I	\$ 60
Project Representative II	\$ 85
Project Representative III	\$105
Project Representative I – Treatment Facilities	\$ 85
Project Representative II – Treatment Facilities	\$110
Project Representative III – Treatment Facilities	\$135
Construction Manager I	\$100
Construction Manager II	\$120
Construction Manager III	\$140
Construction Manager IV	\$160
Construction Manager V	\$185

**SOFTWARE ENGINEER**

Software Engineer I	\$120
Software Engineer II	\$185
Software Engineer III	\$230

**PLANNING PERSONNEL**

Planner I	\$ 90
Planner II	\$120
Planner III	\$150

**DESIGNERS/DRAFTING PERSONNEL**

CAD Operator I	\$ 55
CAD Operator II	\$ 75
CAD Operator III	\$ 95
Designer I	\$ 95
Designer II	\$115
Designer III	\$135
GIS Operator I	\$ 80
GIS Operator II	\$105
GIS Operator III	\$140

**SURVEYING PERSONNEL**

1-Person Field Crew	\$125
2-Person Field Crew	\$170
3-Person Field Crew	\$205
4-Person Field Crew	\$235
Scanner Equipment	\$100
Survey Technician I	\$ 65
Survey Technician II	\$ 80
Survey Technician III	\$100
Project Surveyor I	\$ 75
Project Surveyor II	\$ 85
Project Surveyor III	\$100
Project Surveyor IV	\$115
Chief of Survey Crews	\$100
Registered Professional Land Surveyor	\$160
Survey Manager	\$185

**OFFICE PERSONNEL**

Engineer's Assistant I	\$ 60
Engineer's Assistant II	\$ 75
Engineer's Assistant III	\$ 85
Admin I	\$ 55
Admin II	\$ 75
Admin III	\$100
Assistant Controller/ Chief Accountant	\$110
Corporate/Project Acct. I	\$ 75
Corporate/Project Acct. II	\$ 90





**SCHEDULE OF REIMBURSABLE EXPENSES**

Effective January 2019

Subject to Annual Revision in January 2020

1. Reproduction performed in office

<u>Size</u>	<u>Black &amp; White</u>	<u>Color</u>
8½ x 11 (single-sided)	\$0.05/page	\$ .50/page
8½ x 11 (double-sided)	\$0.15/page	\$ 1.00/page
8½ x 14	\$0.15/page	\$ .75/page
11 x 17	\$0.20/page	\$ 1.00/page
<u>Large Document Prints/Plots</u>	<u>Black &amp; White</u>	<u>Color</u>
Bond	\$0.20/sq ft	\$ 1.00/sq ft
Photographic Bond	\$4.00/sq ft	\$ 5.00/sq ft
Mylar (4 mil)	\$2.00/sq ft	N/A

Aerial Backgrounds

All sizes \$5.00/sheet (plus above sq. ft. cost)

- 2. Transportation (mileage): Standard IRS mileage rate in effect
- 3. Subcontracts and all other outside expenses and fees: Cost, plus 10% service charge
- 4. Surveying Expenses
  - a. Crew Rates: Includes time charged portal to portal and the first 120 miles of transportation and standard survey equipment
  - b. Special Rental Equipment: Cost, plus 10%
  - c. Stakes: Cost, plus 10% service charge when an excessive number of wooden stakes or any special stakes are required
  - d. Iron Rods and Pipes: Cost, plus 10%
  - e. All-Terrain Vehicle (ATV): \$150/day
  - f. Overnight Stays: \$190/night
  - g. Overtime Rates: Jobs requiring work on weekends or holidays billed at 1.5 times the standard rate
  - h. Sales Tax: To be paid on boundary-related services.
  - i. Deliveries, abstracting services, outside reproduction costs, and other reimbursable expenses charged at cost, plus 10%

Final 2019  
Standard



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November 14, 2019

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 November 19, 2019

Dear Directors:

Jones|Carter (J|C) appreciates the opportunity to represent Belvedere MUD. The following is a brief summary that describes our activities during the past month:

1. **Professional Services Agreement** – We met with the subcommittee, Director Kim Clifford and Director Steve Bryson, to present and discuss our standard Professional Services Agreement. We presented a copy to Mrs. Albright for review, and we have addressed her comments. We have prepared a final version for your review and consideration.

**BOARD ACTION:** Consider approval of Jones|Carter Professional Services Agreement with Belvedere Municipal Utility District.

2. **Fees for Monthly District Meetings** – We discussed our proposed fee for monthly District meetings with the subcommittee. We propose that these services be performed on an hourly basis. Our estimate of the average monthly fee is \$1,700.

**BOARD ACTION:** Approve compensation for monthly District meetings on an hourly basis.

3. **Budget Recommendations** – The subcommittee asked us to provide assistance in setting annual budgets for the assessment and maintenance of the trails and drainage facilities. We request authorization to work with the subcommittee to establish the budgets. Our estimate of the cost to meet with the subcommittee is \$1,500.

**BOARD ACTION:** Authorize us to work with the subcommittee to establish annual budgets for the assessment and maintenance of the trails and drainage facilities.



Board of Directors  
Belvedere MUD  
Page 2  
November 14, 2019

4. **Transfer of Records** – It is our understanding that the Attorney will coordinate with the District's former engineer to have the District's records transferred to us. We request authorization to review and organize the records once we receive them.

**BOARD ACTION:** Authorize us to review and organize the records from the District's former engineer.

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

Sincerely,

A handwritten signature in black ink that reads 'Jason Baze'.

Jason Baze, PE

JWB/cgm