

**BELVEDERE MUNICIPAL UTILITY DISTRICT
NOTICE OF MEETING**

TO: THE BOARD OF DIRECTORS OF BELVEDERE MUNICIPAL UTILITY DISTRICT
AND TO ALL OTHER INTERESTED PERSONS:

Notice is hereby given pursuant to V.T.C.A., Government Code § 551, that the Board of Directors of Belvedere Municipal Utility District will hold a regular meeting, open to the public, on August 18, 2020 at 6:00 p.m. via videoconference.

This meeting will be held via videoconference in accordance with the Office of the Governor's March 16, 2020 proclamation suspending certain open meetings statutes in response to the current COVID-19 pandemic and statewide disaster declaration, as extended. No physical meeting space will be available.

Members of the public may listen to and participate in the meeting via videoconference or conference call. To participate in the meeting, please go to <https://global.gotomeeting.com/join/852955725> or dial toll-free **1-866-899-4679**, and enter the following Code 852-955-725.

Any citizen having interest in these matters is invited to participate in the call at the designated times. Any citizen wishing to provide public comment on any agenda or non-agenda item must notify the District prior to the Board meeting by emailing Stefanie Albright at salbright@lglawfirm.com. At the presiding officer's discretion, speakers will be limited to three minutes to support the orderly flow of the meeting.

Meeting materials are available at www.belvederemud.org.

1. Receive public comments.
2. Discuss, consider, and take action to approve the minutes of the July 14, 2020 regular meeting.
3. Discuss, consider, and take action as necessary concerning report from the District's Bookkeeper and Finance Committee, including:
 - a. Payment of invoices;
 - b. Coordination on bookkeeping matters;
 - c. TexPool investments; and
 - d. Reimbursement of costs to Belvedere HOA pursuant to the Joint Use and Maintenance Agreement.
4. Discuss, consider, and take action regarding amendments to budget for 2019-2020 fiscal year.
5. Discuss, consider, and take action on planning, design, and construction of Amenity Center Lot improvements, including authorizing projects relating to:
 - a. Amenity Center improvements;
 - b. Landscaping of Amenity Center Lot improvements and other facilities, and

- authorization of projects relating to same;
 - c. Construction and improvement of parking lots; and
 - d. Funding of a, b, and/or c above between the District and the HOA, including the questions posed by the HOA Board.
6. Discuss, consider, and take action regarding District budget for fiscal year 2020-2021.
 7. Discuss, consider and take action on 2020 tax rate, set date for public hearing on the tax rate, and authorize publication of notice of public hearing on the tax rate.
 8. Discuss, consider, and take action regarding engagement of West, Davis, and Company regarding financial audit of the fiscal year ending September 30, 2020.
 9. Discuss, consider, and take action regarding renewal/ratification of renewal of Director Bonds.
 10. Discuss, consider, and take action regarding report from the District liaison to the Belvedere Homeowners' Association ("HOA") and from the HOA liaison to the District.
 11. Discuss, consider, and take action on current and proposed facilities owned or maintained by the District, including existing and future trail facilities.
 12. Discuss, consider, and take action regarding report from the District's Engineer, including:
 - a. Application to the TCEQ regarding change in scope for use of recreational bond proceeds; and
 - b. Contract for Quarterly Trail Maintenance.
 13. Discuss, consider, and take action regarding drainage facilities, maintenance, and repair including:
 - a. Recommendation on handling of resident/builder impacts to drainage ditches/easements.
 14. Adjournment.

The District may meet in executive session on any item listed above as provided by the Open Meetings Act, Tex. Gov't Code §§ 551.071, 551.072, 551.073, 551.074, or 551.075.

EXECUTED this the 14th day of August, 2020.

Stephanie Albright

 Attorney for the District

(SEAL)

Belvedere Municipal Utility District is committed to compliance with the Americans with Disabilities Act. Reasonable modifications and equal access to communications will be provided upon request. Please call Stephanie Albright at Lloyd Gosselink, Attorney for the District, at (512) 322-5814, for information.

Agenda Item No. 2

Discuss, consider, and take action to approve the minutes of the July 14, 2020 regular meeting.

Director Golde stated that the Board would next consider action concerning planning, design, and construction of Amenity Center Lot improvements, including authorizing projects relating to: (i) Amenity Center improvements; (ii) landscaping of Amenity Center Lot improvements and other facilities, and authorization of projects relating to same; and (iii) construction and improvement of parking lots. Director Clifford stated that the HOA Landscape Committee representatives were in attendance to obtain input from the Board on the preliminary landscape design prepared by Pharis Design. She noted that implementation of the landscape project was predicated on receiving approval from the Texas Commission on Environmental Quality to allow the District to spend recreational bond funds as set forth in the District's scope change application that had been filed.

Next, Mr. Greene highlighted the various aspects of the preliminary design, a copy attached as **Exhibit A.**, including but not limited to the hardscape, planting, trail, irrigation, signage and lighting elements, as well as the estimated costs thereof. He emphasized that a number of the features included in the design were needed to address runoff due to the steepness of the topography from Lakewood Ridge to the Amenity Center parking lot.

Mr. Greene noted that it was his understanding that landscaping at the Belvedere Amenity Center ("Amenity Center") had not been touched for approximately 12 years. He noted that the schematic design was intended to be a master plan for the Amenity Center area as the assumed construction budget of approximately \$240,000 (combined District and HOA funds) for fiscal year 2020 was anticipated to not be sufficient to do everything reflected. Accordingly, the landscape team had elected to propose that the work be accomplished in 2 phases. Mr. Greene stated that the entire HOA Board supported proceeding with at least Phase 1 and, if economically feasible, with both Phase 1 and Phase 2 concurrently.

Mr. Greene stated that the cost estimate for Phase 1 of the project would total approximately \$249,000, and included installation costs. Mr. Greene then described the additional costs for the project not reflected in the \$249,000 estimate for Phase 1, including the landscape design contractor's cost for providing contract administration activities and the Jones-Carter costs for the project (i.e., the bidding process and any adjustments needed to the upper parking lot design). Mr. Greene also mentioned the need for some additional maintenance work to be done by the District (i.e., Amenity Center parking lot drainage, striping and tire stops) that was identified during the design process. At Director Clifford's request detailed discussion of these maintenance items were deferred until later in the meeting.

With regards to the timeline for the project, Mr. Greene stated that in his opinion, a bid package could be prepared no sooner than the end of September or early October with installation beginning at the end of November of this year.

In response to an inquiry from the Board concerning the status of the District's application to the TCEQ regarding change in scope for use of recreational bond proceeds, Ms. Mitchell reported that the District's application was undergoing management review with the TCEQ, which indicated that the reviewer had finished his review, written a draft report and sent it to a supervisor for signature.

Director Clifford expressed her support for doing the detailed design for both Phases 1 and 2 and the solicitation of bids for Phase 1 with Phase 2 as an alternate. A lengthy discussion ensued wherein all of the Directors agreed that the best approach would be to do Phase 1 and Phase 2 concurrently but with a number of questions regarding the funding of this project. Director Clifford pointed out that the Board was not being asked to commit monies towards the project at this time as the actual cost of the project would not be known until the bids were received. Rather, she noted that the Board was being asked to commit funds towards preparation of the bid package and to expand the scope of the detailed design to include Phase 2. Mr. Wiles stated that the landscape architect had indicated that they would charge approximately an additional \$10,000 to complete the design work for the entire project. **After discussion, upon motion by Director Clifford, seconded by Director Golde, and unanimously carried by the Directors present, the Board approved a change order to the Phasris Design contract for approximately \$10,000.00 for completion of the detailed Phase 2 design work and authorized Jones-Carter to prepare a bid package for Phase 1 of the landscape design project with Phase 2 as an alternate.**

The next item to come before the Board was to consider action regarding current and proposed facilities owned or maintained by the District, including existing and future trail facilities. No action was taken in connection with this item.

Director Golde stated that the Board would next consider the approval of the minutes of the June 16, 2020 regular meeting. **After discussion, upon motion by Director Koerner, seconded by Director Bryson, and unanimously carried by the Directors present, the Board approved the minutes of the June 16, 2020 regular meeting as presented.**

The Board next considered the bookkeeper's report, including payment of invoices, coordination on bookkeeping matters, TexPool investments, and reimbursement of costs to the Belvedere HOA pursuant to the Joint Use and Maintenance Agreement. Director Ubertini presented the Bookkeeper's Report, a copy attached as **Exhibit B**. He requested that the Board authorize the transfer of \$25,000 from the District's Money Market Account to the District's General Fund Checking Account to pay invoices and to pay the list of invoices presented for payment. **After discussion, upon motion by Director Clifford, seconded by Director Bryson, and unanimously carried by the Directors present, the Board approved and authorized payments of all invoices and money transfers set forth in Exhibit B attached.**

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 noted that the HOA Community Manager had inquired about residents and builders adding rocks to the drainage ditches and landscaping in the easement in front of their properties. With an increase in such activity Director Clifford proposed that the Board come up with a set of guidelines so as to avoid materials potentially impeding the flow of stormwater and improvements impacting the District's ability to access and work on its facilities. After discussion, Director Clifford volunteered to work with Jones Carter and the HOA on this issue.

Next, Director Clifford turned to the maintenance items referenced earlier in the meeting the first of which was the striping and parking stops for the Amenity Center parking lot. She reminded the Board that the landscape architect had inquired whether upgrades to facilities

surrounding the Amenity Center being proposed as part of the landscaping project were subject to Texas Accessibility Standards (TAS) or Americans with Disabilities Act (ADA) requirements, which question had been referred to Ms. Albright. Director Clifford stated that based on Ms. Albright's advice Director Clifford recommended that the District service the Amenity Center parking lot in accordance with TAS/ADA requirements. Director Clifford noted that Ms. Mitchell had provided these requirements, which included striping and signage. Director Clifford added that the landscape committee also recommended the addition of tire stops to protect the planting beds. She indicated that the timing for completion of the work would be coordinated with the landscaping project. **After discussion, upon motion by Director Clifford, seconded by Director Koerner, and unanimously carried by the Directors present, the Board requested the HOA to proceed under the terms of the Joint Maintenance Agreement, which affords the HOA up to \$10,000 in authority for maintenance projects, to service the Amenity Center parking lot in accordance with TAS/ADA requirements and do any other maintenance to the Amenity Center parking lot that it deems necessary.**

Next, Director Clifford addressed the second maintenance matter referenced earlier in the meeting, which was the drainage of the Amenity Center parking lot. She detailed the existing state of the drainage facilities and the water pooling problems being experienced and noted that this work needed to be completed before the start of the landscaping project. Director Clifford stated that this issue had been discussed briefly with Jones Carter wherein it was agreed that surveying should be done with a goal of finding as inexpensive a solution as possible. Ms. Mitchell noted that this surveying could be done at the same time as other survey work that was needed for some of the Capital Improvement Projects being contemplated.

Ms. Mitchell then reminded the Board that at its last meeting, she had presented a spreadsheet that identified projects for completion in 2020 through 2023 and was requested to prepare a cost estimate to do the engineering design for the 2020 projects. She advised that this engineering design cost estimate was \$15,000, which included: the drainage issue on Carleton Ridge Trail; the widening of the trail around the low hanging tree trunk behind the Amenity Center; grading around the water feature behind the Amenity Center; and the cleanup of the trail from Lakewood Ridge to the hardscaping outside the pool fence near the pool equipment. Ms. Mitchell stated that this cost estimate included all the required surveying work related to these projects and for the Amenity Center parking lot drainage issue. **After discussion, upon motion by Director Bryson, seconded by Director Clifford, and unanimously carried by the Directors present, the Board authorized Jones-Carter to proceed with the design and surveying work for the proposed Capital Improvement Projects slated for 2020 at a cost not to exceed \$15,000 for inclusion of these projects in the bid package for the landscaping project as an alternate as Jones Carter deems appropriate.**

Next, Ms. Mitchell stated that at the Board's last meeting there was a request that Jones Carter solicit proposals from companies to do regular quarterly maintenance of the trails including raking gravel; making sure that stones lining the trail paths were cleaned up, and the cleaning out of certain culverts. She informed the Board that TexaScapes and Austin Wood Recycling respectfully declined to provide a proposal. Ms. Mitchell stated that WLE and Sunscape Landscaping provided quotes for the Board's consideration. She noted that, since these quotes were just received immediately prior to the meeting, she had not had time to review them in detail.

It was agreed that she would work with the Engineering Subcommittee and provide a recommendation to the Board at its next meeting.

After discussion, there being no further business, and upon motion made by Director Clifford, seconded by Director Bryson, and unanimously carried by the Board members present, the meeting was adjourned at 7:35 p.m.

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

Kim Clifford, Secretary

Agenda Item No. 3

Discuss, consider, and take action as necessary concerning report from the District's Bookkeeper and Finance Committee, including:

- a. Payment of invoices;
- b. Coordination on bookkeeping matters;
- c. TexPool investments;
- d. Reimbursement of costs to Belvedere HOA pursuant to the Joint Use and Maintenance Agreement.

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

GENERAL FUND CHECKING ACCOUNT BALANCE AS OF 7/31/20 **\$ 13,443.62**

Revenue:

<u>Deposit Date</u>	<u>Description</u>	<u>Amount</u>
8/18/2020	Transfer from Money Market	\$ 25,000.00
		<u>\$ 25,000.00</u>
	Cash Balance Before Expenditures	<u>\$ 38,443.62</u>

Expenditures:

<u>Check Number</u>	<u>Description</u>	<u>Amount</u>
1173	Montoya & Monzingo LLP Accounting Fees	\$ 1,200.00
1174	Pharis Design Amenity Center Maintenance	\$ 2,175.00
1175	Belvedere HOA Amenity Center Maintenance	\$ 16,458.70
1176	Victor Insurance Managers Insurance	\$ 520.00
1177	Jones & Carter Inc Engineering Fees	\$ 7,956.25
Transfer	Belvedere - Debt Service Property Taxes	\$ 2,262.26
Transfer	Belvedere - Debt Service Property Taxes	\$ 1,571.19
	Total Expenditures:	<u>\$ (32,143.40)</u>

ENDING BALANCE - GENERAL FUND CHECKING AS OF AUGUST 18, 2020 **\$ 6,300.22**

CASH BALANCE - GENERAL FUND - MONEY MARKET ACCOUNT - UNRESERVED **\$ 55,531.43**
 Transfer Transfer to General Fund Checking \$ (25,000.00)
Total Transfers: \$ (25,000.00)

ENDING CASH BALANCE - GENERAL FUND - MONEY MARKET ACCOUNT - UNRESERVED **\$ 30,531.43**

CASH BALANCE - GENERAL FUND - TEXPOOL **\$ 742,241.15**

TOTAL GENERAL FUND OPERATING CASH **\$ 779,072.80**

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

TOTAL GENERAL FUND CASH BALANCE LESS RESERVES **\$ 226,672.80**

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

CASH BALANCE - CAPITAL PROJECTS	\$ 191,387.96
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CASH BALANCE - DEBT SERVICE FUND - MONEY MARKET **\$ 9,831.61**

Deposits	Transfer from Operating Checking	Property Taxes	\$ 2,262.26	
Deposits	Transfer from Operating Checking	Property Taxes	\$ 1,571.19	
	Total Deposits:		\$ 3,833.45	

ENDING CASH BALANCE - DEBT SERVICE FUND - MONEY MARKET **\$ 13,665.06**

CASH BALANCE - DEBT SERVICE - TEXPOOL **\$ 224,969.74**

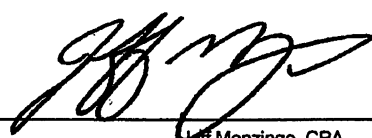
TOTAL CASH BALANCE - DEBT SERVICE	\$ 238,634.80
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Belvedere Municipal Utility District
Investments as of June 30, 2020

Fund	Financial Institution	Investment	Account Number	Book Value Ending 5/31/20	Market Value Ending 5/31/20	Book Value Ending 6/30/20	Market Value Ending 6/30/20	Yield	Income for Month	Purchase Date	Purchase Price	Maturity date
Operating	ABC Bank	Money Market Deposit Account	XXXX5091	\$ 105,492.52	\$ 105,492.52	\$ 80,516.36	\$ 805,161.36	0.31%	\$ 23.84	N/A	N/A	N/A
Operating	TexPool	Local Government Investment Pool	XXXXXXXX0002	\$ 742,109.13	\$ 742,109.13	\$ 742,241.15	\$ 742,241.15	0.22%	\$ 132.02	N/A	N/A	N/A
Operating	ABC Bank	Public Funds Checking	XXXX4251	\$ 8,405.07	\$ 8,405.07	\$ 29,062.82	\$ 29,062.82	N/A		N/A	N/A	N/A
Debt Service	ABC Bank	Money Market Deposit Account	XXXX4278	\$ 318,926.34	\$ 318,926.34	\$ 321,840.59	\$ 321,840.59	0.35%	\$ 91.87	N/A	N/A	N/A
Debt Service	TexPool	Local Government Investment Pool	XXXXXXXX0001	\$ 274,920.81	\$ 274,920.81	\$ 274,969.74	\$ 274,969.74	0.22%	\$ 48.93	N/A	N/A	N/A
Capital Projects	ABC Bank	Money Market Deposit Account	XXXX4286	\$ 206,104.07	\$ 206,104.07	\$ 191,327.59	\$ 191,327.59	0.35%	\$ 56.02	N/A	N/A	N/A

Total investment return for the quarter ending June 30, 2020 was \$1,374.09 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 Monzingo, CPA
District Investment Officer

Belvedere Municipal Utility District
Statement of Revenues and Expenditures Budget vs. Actual
For the Year to Date Ended August 18, 2020
Unaudited

	Year to Date Actual	Year to Date Budget	Year to Date Variance Favorable (Unfavorable)	2020 Annual Budget	2020 Annual Variance Favorable (Unfavorable)
<u>Revenues</u>					
Maintenance Taxes	\$ 250,146	\$ 223,397	\$ 26,749	\$ 243,706	\$ 6,440
Interest Income	6,600	5,500	1,100	6,000	600
Total Revenues	256,746	228,897	27,849	249,706	7,040
<u>Expenditures</u>					
Solid Waste Disposal	44,760	45,000	240	45,000	240
Legal Fees	58,804	50,417	(8,387)	55,000	(3,804)
Audit Fees	7,500	7,500	-	7,500	-
Accounting Fees	13,200	13,200	-	14,400	1,200
Engineering Fees	44,549	16,500	(28,049)	18,000	(26,549)
Engineering Fees - Drainage Maintenance	-	13,750	13,750	15,000	15,000
Amenity Center Operations	64,516	50,417	(14,099)	55,000	(9,516)
Amenity Center Maintenance	22,776	13,750	(9,026)	15,000	(7,776)
Amenity Center Landscaping	7,146	18,333	11,187	20,000	12,854
Drainage Maintenance	-	18,333	18,333	20,000	20,000
Insurance	3,022	3,667	645	4,000	978
Tax Appraisal and Collection Fees	2,598	4,583	1,985	5,000	2,402
Bank Charges	-	183	183	200	200
Other Fees	-	92	92	100	100
Newspaper notices	-	1,833	1,833	2,000	2,000
Website Expenses	392	-	(392)	-	(392)
Total Expenditures	269,263	257,558	(11,705)	276,200	6,937
Projected Excess Revenue Over Expenditures	<u>\$ (12,517)</u>	<u>\$ (28,661)</u>	<u>\$ 16,144</u>	<u>\$ (26,494)</u>	<u>\$ 13,977</u>

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

Belvedere MUD
Capital Projects Fund

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

Check Number	Date	Payee	Amenity Center Improvements	Trail Improvements	Surplus Funds	Surplus Funds Interest Earnings	Total
	11/30/2019	Interest earned	-	-	-	165.12	165.12
325	12/17/2019	Jones & Carter Inc	(2,947.50)	-	-	-	(2,947.50)
	12/31/2019	Interest earned	-	-	-	137.98	137.98
Deposit	1/21/2020	From General Fund	1,665.00	-	-	-	1,665.00
327	1/21/2020	Jones & Carter Inc	(1,433.75)	-	-	-	(1,433.75)
	1/31/2020	Interest earned	-	-	-	141.35	141.35
	2/18/2020	Jones & Carter Inc	(536.25)	-	-	-	(536.25)
	2/28/2020	Interest earned	-	-	-	112.31	112.31
331	3/17/2020	Jones & Carter Inc	(4,377.81)	-	-	-	(4,377.81)
332	3/17/2020	Lloyd Gosselink	(132.50)	-	-	-	(132.50)
333	3/17/2020	Belvedere - General Fund	(740.00)	-	(3,981.25)	-	(4,721.25)
334	3/17/2020	Belvedere - General Fund	(1,387.50)	-	(1,230.00)	-	(2,617.50)
	3/31/2020	Earned Interest	-	-	-	91.40	91.40
335	4/21/2020	Void	-	-	-	-	-
336	4/21/2020	Void	-	-	-	-	-
337	4/21/2020	Jones & Carter Inc	(4,035.56)	-	-	-	(4,035.56)
338	4/21/2020	Belvedere - General Fund	(441.25)	-	(878.75)	-	(1,320.00)
	4/30/2020	Earned Interest	-	-	-	68.85	68.85
339	5/19/2020	Belvedere - General Fund	-	-	(1,572.50)	-	(1,572.50)
340	5/19/2020	DigDug Construction	-	-	(11,940.00)	-	(11,940.00)
	5/31/2020	Earned Interest	-	-	-	63.05	63.05
	6/30/2020	Earned Interest	-	-	-	56.02	56.02
	7/31/2020	Earned Interest	-	-	-	60.37	60.37
Ending Cash Balance			\$ 122,446.69	\$ 37,863.75	\$ 21,700.75	\$ 9,376.77	\$ 191,387.96

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

	<u>Aug 18, 20</u>
ASSETS	
Current Assets	
Checking/Savings	
Checking Account - ABC Bank	6,300.22
Money Market - ABC Bank	30,531.43
TexPool	<u>742,241.15</u>
Total Checking/Savings	<u>779,072.80</u>
Accounts Receivable	
Taxes Receivable	<u>9,974.39</u>
Total Accounts Receivable	<u>9,974.39</u>
Other Current Assets	
Prepaid Insurance	<u>1,343.33</u>
Total Other Current Assets	<u>1,343.33</u>
Total Current Assets	<u>790,390.52</u>
TOTAL ASSETS	<u><u>790,390.52</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Deferred Revenue	<u>9,974.39</u>
Total Other Current Liabilities	<u>9,974.39</u>
Total Current Liabilities	<u>9,974.39</u>
Total Liabilities	<u>9,974.39</u>
Equity	
Unassigned	792,933.67
Net Income	<u>-12,517.54</u>
Total Equity	<u>780,416.13</u>
TOTAL LIABILITIES & EQUITY	<u><u>790,390.52</u></u>

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

	<u>Oct 1, '19 - Aug 18, 20</u>
Ordinary Income/Expense	
Income	
Interest Income	6,599.75
Income	
Property Taxes	<u>250,146.04</u>
Total Income	<u>250,146.04</u>
Total Income	256,745.79
Expense	
Amenity Maintenance-Landscaping	7,145.71
Website Expenses	392.54
Amenity Center Operations	64,515.67
Amenity Maintenance	22,776.94
Audit Fees	7,500.00
Bank Service Charges	0.00
Bookkeeping Fees	13,200.00
Engineering	
District Engineering	<u>44,548.75</u>
Total Engineering	44,548.75
Insurance	
Liability Insurance	<u>3,022.19</u>
Total Insurance	3,022.19
Legal Fees	
Legal Fees	<u>58,804.23</u>
Total Legal Fees	58,804.23
Collection and Appraisal Fees	2,597.23
Waste Disposal	<u>44,760.07</u>
Total Expense	<u>269,263.33</u>
Net Ordinary Income	<u>-12,517.54</u>
Net Income	<u><u>-12,517.54</u></u>

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

	<u>Aug 18, 20</u>
ASSETS	
Current Assets	
Checking/Savings	
Cash	191,387.96
Total Checking/Savings	<u>191,387.96</u>
Total Current Assets	<u>191,387.96</u>
TOTAL ASSETS	<u><u>191,387.96</u></u>
LIABILITIES & EQUITY	
Equity	
Restricted	224,279.86
Net Income	<u>-32,891.90</u>
Total Equity	<u>191,387.96</u>
TOTAL LIABILITIES & EQUITY	<u><u>191,387.96</u></u>

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

	<u>Oct 1, '19 - Aug 18, 20</u>
Ordinary Income/Expense	
Expense	
Engineering - Storage Facility	4,476.81
Amenity Center Improvements	9,890.31
Drainage Maintenance & Repairs	19,602.50
Total Expense	<u>33,969.62</u>
Net Ordinary Income	-33,969.62
Other Income/Expense	
Other Income	
Interest Income	1,077.72
Total Other Income	<u>1,077.72</u>
Net Other Income	<u>1,077.72</u>
Net Income	<u><u>-32,891.90</u></u>

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

	<u>Aug 18, 20</u>
ASSETS	
Current Assets	
Checking/Savings	
MUD Debt Service Fund	13,665.06
TexPool	224,969.74
Total Checking/Savings	<u>238,634.80</u>
Accounts Receivable	
Taxes Receivable	13,980.28
Total Accounts Receivable	<u>13,980.28</u>
Total Current Assets	<u>252,615.08</u>
TOTAL ASSETS	<u><u>252,615.08</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Deferred Revenue	13,980.28
Total Other Current Liabilities	<u>13,980.28</u>
Total Current Liabilities	<u>13,980.28</u>
Total Liabilities	13,980.28
Equity	
Restricted	275,835.18
Net Income	-37,200.38
Total Equity	<u>238,634.80</u>
TOTAL LIABILITIES & EQUITY	<u><u>252,615.08</u></u>

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

	<u>Oct 1, '19 - Aug 18, 20</u>
Ordinary Income/Expense	
Income	
Tax Revenue	414,050.19
Total Income	<u>414,050.19</u>
Expense	
Bank Service Charges	149.00
Bond Principal	233,668.75
Interest Expense	218,775.01
Paying Agent Fee	1,600.00
Total Expense	<u>454,192.76</u>
Net Ordinary Income	-40,142.57
Other Income/Expense	
Other Income	
Interest Income	2,942.19
Total Other Income	<u>2,942.19</u>
Net Other Income	<u>2,942.19</u>
Net Income	<u><u>-37,200.38</u></u>

Montoya & Monzingo, LLP

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

Invoice

Date	Invoice #
8/4/2020	23874

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

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

Rec'd. 8/14/20

PHARIS DESIGN
 PLANNING | LANDSCAPE ARCHITECTURE
 Pharis Design, Inc.
 2525 South Lamar Blvd, Unit 4
 Austin, TX 78704
 US
 (512) 853-9682

INVOICE

Invoice Date: 08/05/20
 Due Date: 09/04/20
 Total Amount: \$2,175.00
 Number: 5507
 Invoice Period: 07/01/20 - 07/31/20
 Terms: Net 30
 Job: Belvedere MUD Amenity Center

Belvedere MUD

 Belvedere MUD
 C/O Mark Greene
 Austin, Texas

INVOICE SUMMARY

Description	Total Budget	Remaining Budget		Prior Billings		This Invoice		
		%	\$	% Billed	\$ Billed	% Billed	\$ Billed	
Schematic Design	\$4,950.00	--	--	100.00%	\$4,950.00	--	--	
Design Development	\$4,350.00	50.00%	\$2,175.00	--	--	50.00%	\$2,175.00	
Construction Documents	\$6,250.00	100.00%	\$6,250.00	--	--	--	--	
Regulatory Approval	\$1,100.00	100.00%	\$1,100.00	--	--	--	--	
Construction Observation	\$4,010.00	100.00%	\$4,010.00	--	--	--	--	
	--		--		--		--	
BUDGET TOTALS	\$20,660.00		\$13,535.00		\$4,950.00		\$2,175.00	
TOTAL AMOUNT DUE								\$2,175.00

Rec'd 8/6/20

MUD Expenses														
Description	Jan	February	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	YTD	Budget
Electricity MUD	304.10	0.00	227.42	0.00	104.47	134.29	0.00	0.00	0.00	0.00	0.00	0.00	770.28	1,920.00
6140 Common Area Mowing-MUD	2,100.18	2,100.18	2,100.18	2,100.18	2,100.18	2,100.20	0.00	0.00	0.00	0.00	0.00	0.00	12,601.10	25,200.00
6412 Trail Maintenance/ Trash Pickup- MUD	420.00	336.00	168.00	336.00	689.35	336.00	0.00	0.00	0.00	0.00	0.00	0.00	2,285.35	2,700.00
6430 Amenity Center Cleaning- MUD	460.00	690.00	460.00	460.00	460.00	575.00	0.00	0.00	0.00	0.00	0.00	0.00	3,105.00	6,000.00
6432 Misc. Maintenance- MUD	0.00	90.93	0.00	0.00	1,452.25	4,816.66	0.00	0.00	0.00	0.00	0.00	0.00	6,359.84	4,000.00
6045 Amenity Center Internet (AT&T)- MUD	39.21	42.37	42.37	42.37	42.37	42.37	0.00	0.00	0.00	0.00	0.00	0.00	251.06	1,176.00
6050 Amenity Center Phone (AT&T) - Mud	89.98	0.00	481.46	0.00	131.46	253.11	0.00	0.00	0.00	0.00	0.00	0.00	956.01	6824.00
6795 Amenity Center Supplies - MUD	28.12	0.00	0.00	282.44	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	310.56	5000.00
4275 Amenity Center Rental (credit)	0.00	0.00	100.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	0.00
Total MUD Expenses	3,441.59	3,259.48	3,379.43	3,220.99	4,980.08	8,257.63	0.00	0.00	0.00	0.00	0.00	0.00	26,539.20	52,820.00
		Q 1 Invoice		10,080.50		58,400.50								
		Q 2 Invoice		16,458.70		66,458.70								
		Q 3 Invoice		0.00		0.00								
		Q 4 Invoice		0.00		0.00								

\$16,458.70



VICTOR INSURANCE MANAGERS INC.

BILLING NOTICE

Belvedere MUD
816 Congress Ave, Ste 1900
Austin, TX 78701

RE: Belvedere MUD
1368363 - 035174

Policy Type:	BOND
Policy Number:	61BSBHM9257
Policy Term:	08/10/2020 through 08/10/2023

Notes: Directors Bond Renewal

Premium	Amount
Gross Premium	\$520.00
Net Premium	\$520.00
Amount DUE	\$520.00

PREMIUM DUE DATE: 08/10/2020

Remit payments to:

Victor Insurance Managers Inc.
14288 Collections Center Drive
Chicago, IL 60693

*prepaid insurance = 476.67
insurance = 43.33*



JONES | CARTER

6330 West Loop South, Suite 150
Bellaire, Texas 77401

Invoice Total \$6,568.75

August 14, 2020
Project No: 16654-0900-20
Invoice No: 00308628

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

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

Project 16654-0900-20 2020 General Consultation (Belvedere MUD)

Services include preparation for and attendance at July Board meeting; discussions with the Engineering Subcommittee regarding the drainage problem in the Amenity Center parking lot, striping specifications for the parking lot, and upcoming landscaping projects; review of septic system permit, as-built drawings, and TCEQ rules to determine allowable improvements in the drain field area; site visit to investigate extent of septic drain field lines; review of schematic design for Amenity Center lot from Pharis; participation in conference call with HOA and Engineering Subcommittees and Pharis Design on proposed Amenity Center lot improvements; preparation of exhibit and scope of work for proposal request for quarterly trail maintenance services, distribution to contractors, review of proposals, and discussion of same with Engineering Subcommittee.

Professional Services from June 27, 2020 to July 31, 2020

Task	001	District Operations	Hours	Rate	Amount
			22.00	185.00	4,070.00
			Totals	22.00	4,070.00
			Total Labor		4,070.00
Task	002	Budget Planning	Hours	Rate	Amount
			10.75	185.00	1,988.75
			4.25	120.00	510.00
			Totals	15.00	2,498.75
			Total Labor		2,498.75
TOTAL THIS INVOICE					\$6,568.75



JONES | CARTER

6330 West Loop South, Suite 150
Bellaire, Texas 77401

Invoice Total \$138.75

August 14, 2020
Project No: 16654-0002-00
Invoice No: 00308627

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

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

Project 16654-0002-00 Belvedere MUD Change in Scope Application
Services include coordination with TCEQ on application, and review of approval letter.

Professional Services from June 27, 2020 to July 31, 2020

Task 002 Coordination with TCEQ

	Hours	Rate	Amount	
Professional Engineer III	.75	185.00	138.75	
Totals	.75		138.75	
Total Labor				138.75

TOTAL THIS INVOICE \$138.75



JONES | CARTER

6330 West Loop South, Suite 150
Bellaire, Texas 77401

Invoice Total \$693.75

August 14, 2020
Project No: 16654-0003-00
Invoice No: 00308718

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

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

Project 16654-0003-00 Belvedere CIP Trail Repairs 2020
Services include preliminary phase services, and coordination of surveying work.
Professional Services from June 20, 2020 to July 31, 2020

Task 100 Preliminary Phase Services

	Hours	Rate	Amount	
Professional Engineer III	3.25	185.00	601.25	
Totals	3.25		601.25	
Total Labor				601.25

Task 200 Design Phase Services

	Hours	Rate	Amount	
Professional Engineer III	.50	185.00	92.50	
Totals	.50		92.50	
Total Labor				92.50

TOTAL THIS INVOICE \$693.75



JONES | CARTER

6330 West Loop South, Suite 150
Bellaire, Texas 77401

Invoice Total \$555.00

August 14, 2020
Project No: 16654-0004-00
Invoice No: 00308720

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

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

Project 16654-0004-00 Belvedere Landscaping Bid Services

Services include preliminary phase services.

Professional Services from June 20, 2020 to July 31, 2020

Task 200 Design Phase Services

	Hours	Rate	Amount	
Professional Engineer III	3.00	185.00	555.00	
Totals	3.00		555.00	
Total Labor				555.00
TOTAL THIS INVOICE				<u>\$555.00</u>



Drawer 9
Wolfforth, Texas 79382-0009

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2687045
Belvedere Municipal Utility District
General Funds
PO Box 2029
Pflugerville TX 78691

Date 7/31/20 Page 1
Primary Account [REDACTED]

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

Checking Account

Account Title: Belvedere Municipal Utility District
General Funds

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

Business Checking Public Funds		Enclosures/Images	8
Account Number	[REDACTED]	Statement Dates	7/01/20 thru 8/02/20
Previous Balance	29,062.82	Days in the Statement Period	33
3 Deposits/Credits	27,513.91	Average Ledger Balance	25,082.22
7 Checks/Debits	43,133.11	Average Collected	25,082.22
Service Charge Amount	.00		
Interest Paid	.00		
Current Balance	13,443.62		

* 00540007180303000 *

Deposits and Other Credits

Date	Description	Amount
7/02	PPD F746000192	595.57
	CONS PAY PT CLEARING	
7/16	Deposit	25,000.00
7/31	PPD F746000192	1,918.34
	CONS PAY PT CLEARING	

		Checks			
Date	Check No.	Amount	Date	Check No.	Amount
7/16	1166	10,379.15	7/21	1168	4,292.60
7/17	1167	1,200.00	7/21	1169	5,946.25





Date 7/31/20
Primary Account

Page 2

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

Business Checking Public Funds

(Continued)

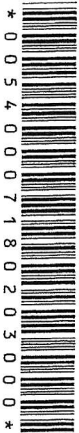
Date	Check No.	Amount	Checks Date	Check No.	Amount
7/22	1170	11,253.40	7/21	1172	5,091.00
7/21	1171	4,970.71			

Daily Balance Information

Date	Balance	Date	Balance
7/01	29,062.82	7/17	43,079.24
7/02	29,658.39	7/21	22,778.68
7/16	44,279.24	7/22	11,525.28

7/31
13,443.62

End of Statement



Belvedere Municipal Utility District
Reconciliation Detail
Checking Account - ABC Bank, Period Ending 07/31/2020

Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						29,062.82
Cleared Transactions						
Checks and Payments - 7 items						
Check	06/16/2020	1166	Belvedere HOA	X	-10,379.15	-10,379.15
Check	07/14/2020	1170	Texas Disposal Syst...	X	-11,253.40	-21,632.55
Check	07/14/2020	1169	Jones & Carter Inc.	X	-5,946.25	-27,578.80
Check	07/14/2020	1172	Lloyd Gosselink	X	-5,091.00	-32,669.80
Check	07/14/2020	1171	Pharis Design	X	-4,970.71	-37,640.51
Check	07/14/2020	1168	Lloyd Gosselink	X	-4,292.60	-41,933.11
Check	07/14/2020	1167	Montoya & Monzing...	X	-1,200.00	-43,133.11
Total Checks and Payments					-43,133.11	-43,133.11
Deposits and Credits - 3 items						
Deposit	07/02/2020			X	595.57	595.57
Transfer	07/14/2020			X	25,000.00	25,595.57
Deposit	07/31/2020			X	1,918.34	27,513.91
Total Deposits and Credits					27,513.91	27,513.91
Total Cleared Transactions					-15,619.20	-15,619.20
Cleared Balance					-15,619.20	13,443.62
Register Balance as of 07/31/2020					-15,619.20	13,443.62
Ending Balance					-15,619.20	13,443.62 ✓



Drawer 9
Wolfforth, Texas 79382-0009

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2687047

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

Date 7/31/20
Primary Account

Page 1

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

Checking Account

Account Title: Belvedere Municipal Utility District
Operating Money Market

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

Money Market Public Fund		Enclosures/Images	1
Account Number	[REDACTED]	Statement Dates	7/01/20 thru 8/02/20
Previous Balance	80,516.36	Days in the Statement Period	33
Deposits/Credits	.00	Average Ledger Balance	66,879.99
1 Checks/Debits	25,000.00	Average Collected	66,879.99
Service Charge Amount	.00	Interest Earned	15.07
Interest Paid	15.07	Annual Percentage Yield Earned	0.25%
Current Balance	55,531.43	2020 Interest Paid	181.86

* 00540007160303000 *

Deposits and Other Credits

Date	Description	Amount
8/02	Interest Deposit	15.07

Date	Check No.	Amount	Checks
7/16		25,000.00	





Date 7/31/20
Primary Account

Page 2

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

Money Market Public Fund

(Continued)

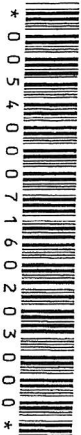
Daily Balance Information

Date	Balance	Date	Balance	Date	Balance
7/01	80,516.36	7/16	55,516.36	8/02	55,531.43

INTEREST RATE SUMMARY

Date	Rate
6/30	0.250000%

End Of Statement



Belvedere Municipal Utility District
Reconciliation Detail
Money Market - ABC Bank, Period Ending 07/31/2020

Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						80,516.36
Cleared Transactions						
Checks and Payments - 1 item						
Transfer	07/14/2020			X	-25,000.00	-25,000.00
Total Checks and Payments					-25,000.00	-25,000.00
Deposits and Credits - 1 item						
Deposit	07/31/2020			X	15.07	15.07
Total Deposits and Credits					15.07	15.07
Total Cleared Transactions					-24,984.93	-24,984.93
Cleared Balance					-24,984.93	55,531.43
Register Balance as of 07/31/2020					-24,984.93	55,531.43
Ending Balance					-24,984.93	55,531.43 <i>MV</i>



Drawer 9
Wolfforth, Texas 79382-0009

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2686026

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

Date 7/31/20
Primary Account

Page 1



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

Checking Account

Account Title: Belvedere Municipal Utility District
Capital Projects

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

Money Market Public Fund		Enclosures/Images	0
Account Number	[REDACTED]	Statement Dates	7/01/20 thru 8/02/20
Previous Balance	191,327.59	Days in the Statement Period	33
Deposits/Credits	.00	Average Ledger Balance	191,327.59
Checks/Debits	.00	Average Collected	191,327.59
Service Charge Amount	.00	Interest Earned	60.37
Interest Paid	60.37	Annual Percentage Yield Earned	0.35%
Current Balance	191,387.96	2020 Interest Paid	593.35

* 005400173702020000 *

Deposits and Other Credits

Date	Description	Amount
8/02	Interest Deposit	60.37

Daily Balance Information

Date	Balance	Date	Balance
7/01	191,327.59	8/02	191,387.96

INTEREST RATE SUMMARY

Date	Rate
6/30	0.350000%



Belvedere MUD - Capital Projects Fund
Reconciliation Detail
Cash, Period Ending 07/31/2020

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Clr</u>	<u>Amount</u>	<u>Balance</u>
Beginning Balance						191,327.59
Cleared Transactions						
Deposits and Credits - 1 Item						
Deposit	07/31/2020			X	60.37	60.37
Total Deposits and Credits					60.37	60.37
Total Cleared Transactions					60.37	60.37
Cleared Balance					60.37	191,387.96
Register Balance as of 07/31/2020					60.37	191,387.96
Ending Balance					<u>60.37</u>	<u>191,387.96</u> <i>W</i>



Drawer 9
Wolfforth, Texas 79382-0009

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2686025

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

Date 7/31/20
Primary Account

Page 1

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

Checking Account

Account Title: Belvedere Municipal Utility District
Debt Services

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

Money Market Public Fund		Enclosures/Images	0
Account Number		Statement Dates	7/01/20 thru 8/02/20
Previous Balance	321,840.59	Days in the Statement Period	33
1 Deposits/Credits	50,000.00	Average Ledger Balance	285,525.42
9 Checks/Debits	362,098.88	Average Collected	285,525.42
Service Charge Amount	.00	Interest Earned	89.90
Interest Paid	89.90	Annual Percentage Yield Earned	0.35%
Current Balance	9,831.61	2020 Interest Paid	574.93



Deposits and Other Credits

Date	Description	Amount
7/29	Wire Transfer Credit	50,000.00
8/02	Interest Deposit	89.90

Debits

Date	Description	Amount
7/29	wire Transfer Fee	5.00-
7/30	wire Transfer Fee	18.00-
7/30	wire Transfer Fee	18.00-
7/30	wire Transfer Fee	18.00-
7/30	wire Transfer Fee	18.00-
7/30	wire Transfer Debit	43,393.75-



Date 7/31/20
Primary Account

Page 2

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

Money Market Public Fund

(Continued)

Date	Description	Debits	Amount
7/30	wire Transfer Debit		56,803.13-
7/30	wire Transfer Debit		62,750.00-
7/30	wire Transfer Debit		199,075.00-

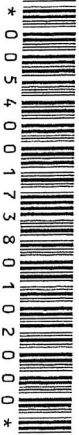
Daily Balance Information

Date	Balance	Date	Balance
7/01	321,840.59	7/30	9,741.71
7/29	371,835.59	8/02	9,831.61

INTEREST RATE SUMMARY

Date	Rate
6/30	0.350000%
7/30	0.150000%

End Of Statement



Belvedere MUD-Debt Service Fund
Reconciliation Detail
MUD Debt Service Fund, Period Ending 07/31/2020

Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						321,840.59
Cleared Transactions						
Checks and Payments - 9 items						
Check	07/14/2020	Wire	BOKF, NA	X	-199,075.00	-199,075.00
Check	07/14/2020	Wire	BOKF, NA	X	-62,750.00	-261,825.00
Check	07/14/2020	Wire	BOKF, NA	X	-56,803.13	-318,628.13
Check	07/14/2020	Transfer	BOKF, NA	X	-43,393.75	-362,021.88
Check	07/30/2020	EFT	American Bank of C...	X	-18.00	-362,039.88
Check	07/30/2020	EFT	American Bank of C...	X	-18.00	-362,057.88
Check	07/30/2020	EFT	American Bank of C...	X	-18.00	-362,075.88
Check	07/30/2020	EFT	American Bank of C...	X	-18.00	-362,093.88
Check	07/30/2020	EFT	American Bank of C...	X	-5.00	-362,098.88
Total Checks and Payments					<u>-362,098.88</u>	<u>-362,098.88</u>
Deposits and Credits - 2 items						
Transfer	07/14/2020			X	50,000.00	50,000.00
Deposit	07/31/2020			X	89.90	50,089.90
Total Deposits and Credits					<u>50,089.90</u>	<u>50,089.90</u>
Total Cleared Transactions					<u>-312,008.98</u>	<u>-312,008.98</u>
Cleared Balance					<u>-312,008.98</u>	<u>9,831.61</u>
Register Balance as of 07/31/2020					<u>-312,008.98</u>	<u>9,831.61</u>
Ending Balance					<u><u>-312,008.98</u></u>	<u><u>9,831.61</u></u> ^{MA}

TRAVIS COUNTY TAX OFFICE
 OVERALL COLL/DIST REPORT
 FROM 10/01/2019 TO 07/31/2020
 YEAR FROM 0000 TO 2019
 ALL OTHERS

TXDISTLA	RECEIVABLE BALANCE 'R' REPORT	ULK	--- BELVEDERE MD	TAX ADJ	BASE TAX COLLECTED	NET BASE TAX COLLECTED	PERCENT COLLECTED	ENDING TAX BALANCE	F & I COLLECTED	F & I REVERSALS COLLECTED	LRP OTHER PENALTY COLLECTED	TOTAL DISTRIBUTED
2006	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
2007	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
2008	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
2009	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
2010	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
2011	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
2012	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
2013	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
2014	2371.31	.00	.00	.00	.00	.00	.00	2371.31	.00	.00	.00	.00
2015	3336.25	.00	.00	.00	.00	.00	.00	3336.25	.00	.00	.00	.00
2016	3363.93	.00	.00	.00	.00	.00	.00	3363.93	.00	.00	.00	.00
2017	3367.38	.00	.00	.00	.00	.00	.00	3367.38	.00	.00	.00	.00
2018	6770.95	.00	.00	.00	3641.65	53.78	.00	3129.30	761.43	.00	.00	4403.08
TOTL	19209.82	.00	.00	.00	3641.65	18.96	.00	15568.17	761.43	.00	.00	4403.08
2019	662981.98	410.87	.00	654184.61	98.73	.00	8386.50	2020.23	.00	2.37	.00	656207.21
ENTITY	682191.80	410.87	.00	657826.26	96.49	.00	23954.67	2781.66	.00	2.37	.00	660610.29

Outstanding property tax receivable

Debt service: 2014=1440.81
 2015=1962.38
 2016=1727.58
 2017=1820.07
 2018=1788.08
 2019=5241.56
 13,980.28

Operating: 2014= 930.50
 2015= 1373.87
 2016= 1636.55
 2017= 1547.31
 2018= 1341.22
 2019= 3144.94
 9,974.39

Current tax rate
 Operating: .12
 Debt Service: .20
 Total: .32

Agenda Item No. 4

Discuss, consider, and take action regarding amendments to budget for 2019-2020 fiscal year.

RESOLUTION AMENDING 2019-2020 DISTRICT BUDGET

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

WHEREAS, a regular meeting of the Board of Directors of Belvedere Municipal Utility District (the "District") was held on August 18, 2020.

WHEREAS, the Board of Directors has projected the operating expenses and revenues for the District for the period October 1, 2019 through September 30, 2020, and adopted a budget consistent therewith;

WHEREAS, the Board of Directors is of the opinion that the District's budget should be amended to reflect adjustments made to the operating expenses and revenues of the District; and

NOW THEREFORE BE IT RESOLVED THAT:

1. The Board of Directors considered and approved an amendment to the District's budget, attached hereto as "Exhibit A", and incorporated herein for all purposes, adjusting the operating expenses and revenues for the District for the period of October 1, 2019 through September 30, 2020.
2. The Secretary of the Board of Directors is hereby directed to file a copy of this Resolution Amending the 2019-2020 District Budget in the official records of the District.

ADOPTED this 18th day of August, 2020.

BELVEDERE MUNICIPAL UTILITY DISTRICT

Peter Golde, President

ATTEST:

Kim Clifford, Secretary

[DISTRICT SEAL]

Agenda Item No. 5

Discuss, consider, and take action on planning, design, and construction of Amenity Center Lot improvements, including authorizing projects relating to:

- a. Amenity Center improvements;
- b. Landscaping of Amenity Center Lot improvements and other facilities, and authorization of projects relating to same;
- c. Construction and improvement of parking lots; and
- d. Funding of a, b, and/or c above between the District and the HOA including the questions posed by the HOA Board.

From: Belvedere HOA Board

August 8, 2020

To: Belvedere MUD Board

MUD Board:

As the MUD Board considers its budget and the 2020 tax rate at its August meeting, it will undoubtedly consider its funding for the Total Schematic Design (Phase 1 and Phase 2) for the Amenity Center area landscaping project as discussed at its July meeting. You will recall that the total project is currently estimated at approximately \$365,000 (excluding Pharis Design & Jones Carter fees). At the July MUD Board meeting, a question was posed whether the HOA was willing to contribute beyond the approximate \$25,000 for the 2 islands on Flagler and the Flagler/Rollins corner (non-Amenity Center Lot work).

In order to respond to that question, the HOA Landscape Committee requested the MUD Engineering Subcommittee get legal advice on whether and how joint funding could be accomplished. The attached July 31 email from Kim Clifford summarizes that advice.

Please be advised that the HOA intends to pay for the non-Amenity Center Lot work whatever the cost may be. We have funds budgeted for this work and if the budgeted funds are not enough, we will identify funds to make up the difference. Before responding further, the HOA Board has several questions that it would like to have answered.

1. Will the MUD fund up to \$340,000 for the project?
2. If the MUD will not fund the entire \$340,000 for the project,
 - a. How much will the MUD fund?
 - b. Does the MUD expect the HOA to fund the difference in addition to the \$25,000 for the non-Amenity Center Lot work?
 - c. Will the MUD's funding be contingent on the HOA also funding the difference?
 - d. Of the number of joint funding scenarios set forth in the attached, which of the scenarios does the MUD propose?

This request for information will assist the HOA Board with its 2021 budget planning and help us participate in developing a better solution to getting the Landscape Project completed.

Sincerely,

Lee Blanton
President – Belvedere HOA
713-818-7100

From: clifford8309@att.net
To: "Mark Greene"; stevebryson5@aol.com; "thomas.wiles"
Cc: "Lee Blanton"
Subject: RE: HOA Contribution to Landscaping Project
Date: Friday, July 31, 2020 9:38:57 PM

All –

I had a conversation with Stefanie this afternoon and we have quite a bit of flexibility in how we approach the funding of this project. Sorry for the “treatise” but I wanted to layout as much information to make sure that we are all working with the same information. Hopefully, this makes sense but, nevertheless, I anticipate that we will want to discuss some or all of this at everyone’s convenience.

First, some background information:

- The HOA owns all the land in Belvedere other than the residential lots including the Amenity Center Lot.
- The HOA granted an Easement on the Amenity Center Lot to the MUD for the recreational facilities that were conveyed by the Developer. That Easement requires that the MUD obtain the written consent of the HOA before putting any new improvements on the Amenity Center Lot.
- The HOA, as the owner of the Amenity Center Lot, can put improvements on the Amenity Center Lot as it sees fit, provided (as set forth in the Easement) the HOA’s use does not “unreasonably interfere” with the MUD’s use.
- There is no requirement that the MUD limit its spending of funds to only the Amenity Center Lot. However, it would need the HOA to grant an additional easement to the MUD to put landscaping or other facilities on HOA property other than the Amenity Center Lot (e.g. the islands on Flagler at the entrance to the Amenity Center or the corner of Flagler and Rollins across the street from the Amenity Center).
- There is an existing Joint Maintenance Agreement (JMA) between the MUD and the HOA that should be amended to include the new improvements and document ownership and responsibility for on-going maintenance.

Accordingly, with the appropriate documents in place, either the MUD or the HOA could fund the entirety of the landscaping project being developed. As the MUD has bond funds that need to be spent in the near term on qualified recreational projects and is the owner of the existing landscaping on the Amenity Center Lot, the HOA funding the entirety of the project is likely not a funding approach that we need to spend any time pursuing.

There is the alternative to the MUD funding the entire project, which is the MUD and the HOA jointly funding the project under any number of scenarios including:

- As has been discussed to date, HOA pays for the “non-Amenity Center Lot” work and the MUD pays for the Amenity Center Lot work with each party retaining ownership and having financial responsibility for on going maintenance of its respective part of the installation.
-

HOA pays for certain agreed upon categories of expenses (e.g. lighting or retaining walls, or ???) and owns and has financial responsibility for on-going maintenance thereof and the MUD pays the balance and has ownership and financial responsibility for on-going maintenance of all other categories.

- HOA pays for certain agreed upon categories of expenses (e.g. lighting or retaining walls or ???) agreeing that the MUD will have ownership thereof and the MUD pays the balance and has ownership and financial responsibility for on-going maintenance of the entirety of the installation .
- HOA pays a flat sum or fixed percentage of the final contract amount agreeing that the MUD will have ownership of everything installed and the MUD pays the balance and has ownership and financial responsibility for on-going maintenance for the entirety of the installation.

Stefanie did not have any dollar amount or percentage level concerns about the joint funding provided:

- Anything installed that is paid for with “bond funds” must to be owned and controlled by the MUD. The MUD contracting with the HOA to maintain improvements on it behalf (as in the current JMA) is an exercise of control.
- Any improvements to existing bonded facilities (e.g. the parking lot), must continue to be owned and controlled by the MUD.
- No MUD funds can be expended on any improvements inside the pool fence.

My vision has been that the entirety of the project would be included in the bid package so one contractor handled the entire project and Belvedere gets the economy of scale of one large project. At the last MUD meeting, Stefanie advised that there could be a joint bid for the MUD and HOA portions of the project. In response to my inquiry today, Stefanie advised that an alternative approach would be to have the entirety of the project (even if it is being funded jointly by the MUD and the HOA) presented to bidders as a single owner project. We both believe that it would be beneficial to present this as a one owner project to avoid contractors artificially inflating the price based on concerns of having to deal with both the MUD and the HOA. If it is presented as a single owner project, the MUD would be the party going out to bid because of the bond funds. Nevertheless, management of the project would be set up so that HOA representatives would continue to be involved in the entire project. If the MUD and the HOA are jointly funding the project, she expressed no concern with the MUD paying the contractor and the HOA reimbursing the MUD for the agreed upon funding.

I believe decisions made regarding project funding (not necessarily specific amounts but a general approach) and bid approach (i.e., joint or single) will impact (1) how the bid package is prepared (e.g., is there a joint MUD/HOA contract form or just a single MUD contract; how the expense categories are broken out on the bid form; etc.) and (2) the documents to be drafted between the MUD and the HOA. Accordingly, the sooner these decisions are made the better. ** Hopefully, we can identify an approach which is the best for Belvedere – both in the short term to get the project completed and in the longer term of managing these improvements on an on-going basis.

Look forward to discussing.

Kim

** P. S. Be reminded that the MUD is subject to the Open Meetings Act and, as such, 3 or more Directors (which is a quorum of the MUD Board) cannot engage in discussion (directly or indirectly) outside of duly noticed, public meetings. "Walking quorums" (separately taking to 3 or more directors on a given subject) is not permitted as this effectively can be used to make decisions outside of a duly noticed, public meeting. Accordingly, the MUD Board often forms subcommittees of 2 directors to make decisions or to make recommendations for the Board's consideration at its meetings. For this project, the Engineering Subcommittee (Steve and I) are positioned to work on a recommendation that could be taken to the MUD Board for its consideration at its next meeting (August 18th).

From: Kim Clifford <clifford8309@att.net>
Sent: Thursday, July 30, 2020 2:49 PM
To: Mark Greene <markjgreene60@gmail.com>
Cc: stevebryson5@aol.com; thomas wiles <twiles@me.com>
Subject: Re: HOA Contribution to Landscaping Project

All-

I will pursue with Stefanie and advise.

Kim

Sent from my iPhone

On Jul 30, 2020, at 2:42 PM, Mark Greene <markjgreene60@gmail.com> wrote:

Kim,

Just thought of this while reading your email to Steve: If the MUD board can definitely answer the question posed in my email without involving legal counsel, then great. I thought legal would need to be involved, but that's was just an assumption on my part.

It's just that Lee....in conversation with me....questioned whether there were potential legal issues if the HOA were to contribute to what I'll call the "MUD's share of the project" (per the slide that we showed at the last MUD board meeting.

Tom and I just want to be clear on the matter before I raise the question of additional funding to the HOA board.

Regards,
Mark

On Thu, Jul 30, 2020, 2:25 PM <clifford8309@att.net> wrote:

Steve –

If you concur that we should pursue input from Stefanie as noted by Mark below, please let me know. (You will recall that we accepted a practice on the MUD Board to have at least 2 directors agree before engaging legal counsel.) If you agree, I am happy to pursue this with Stefanie unless you would like to do so.

Please advise.

Thanks.

Kim

From: markjgreene60@gmail.com <markjgreene60@gmail.com>

Sent: Thursday, July 30, 2020 8:05 AM

To: stevebryson5@aol.com; 'Kim Clifford' <clifford8309@att.net>

Cc: 'thomas wiles' <twiles@me.com>

Subject: HOA Contribution to Landscaping Project

Steve & Kim,

During this past MUD Board meeting, a couple of board members asked whether the HOA would be willing to contribute additional funds to the Landscape Project beyond the work envisioned for the two traffic islands on Flagler, and the corner of Flagler & Rollins. A member of the HOA board has expressed concern as to whether this can legally be done. Can one of you please ask for feedback from the MUD attorney on this, and advise if and how any additional funds can be contributed? By "how" I mean whether the additional funding can be contributed as a lump sum, or would it need to be designated for a specific scope of work that the HOA could contract for directly (e.g. lighting), or some other means.

Thanks for your help.

Mark & Tom

Agenda Item No. 6

Discuss, consider and take action regarding District budget for fiscal year 2020-2021.

Belvedere Municipal Utility District
 General Operating Fund
 Statement of Projected Revenues and Expenditures
 Budget for the Fiscal Year October 1, 2020 to September 30, 2021

<u>Revenues</u>	<u>Proposed Budget Year End 9/30/2021</u>	<u>Adopted Budget Year End 9/30/2020</u>	<u>Amount Changed</u>
Maintenance Taxes	\$ 248,613	\$ 243,706	\$ 4,907
Interest Income	2,000	6,000	(4,000)
Total Revenues	250,613	249,706	907
 <u>Expenditures</u>			
Solid Waste Disposal	45,000	45,000	-
Legal Fees	55,000	55,000	-
Audit Fees	7,500	7,500	-
Accounting Fees	14,400	14,400	-
Engineering Fees	38,000	18,000	20,000
Engineering Fees - Drainage and Trail Maintenance	20,000	15,000	5,000
Amenity Center Operations	55,000	55,000	-
Amenity Center Maintenance	15,000	15,000	-
Amenity Center Landscaping	20,000	20,000	-
Drainage and Trail Maintenance	60,000	20,000	40,000
Insurance	4,000	4,000	-
Tax Appraisal and Collection Fees	5,000	5,000	-
Bank Charges	200	200	-
Other fees	100	100	-
Newspaper notices	2,000	2,000	-
Total Expenditures	341,200	276,200	65,000
 Projected Excess (Deficit) Revenue Over (Under) Expenditures	 (90,587)	 <u>\$ (26,494)</u>	 <u>\$ (64,093)</u>
 Projected General Fund Cash at 9/30/19	 <u>755,000</u>		
Projected General Fund Cash at 9/30/20	<u>\$ 664,413</u>		

Belvedere Municipal Utility District
Debt Service Fund
Statement of Projected Revenues and Expenditures
Budget for the Fiscal Year October 1, 2020 to September 30, 2021

Revenues

Property Taxes	\$ 414,355
Interest Income	2,000
	<hr/>
Total Revenues	416,355

Expenditures

Principal	275,000
Interest	175,744
	<hr/>
Total Expenditures	450,744
Projected Excess (Deficit) Revenue Over (Under) Expenditures	(34,389)
Projected Fund Balance 9/30/19	<hr/> 238,635
Projected Fund Balance 9/30/20	<hr/> <u>\$ 204,246</u>

Belvedere Municipal Utility District
 Property Taxes for the Fiscal Year October 1, 2020 to September 30, 2021

Property Taxes		Debt	M&O
Taxable value	\$ 211,405,783		
Tax rate	0.32	0.20	0.12
Tax levy		\$ 422,812	\$ 253,687

98% collection rate

	Debt	M & O
	\$ 422,812	\$ 253,687
	0.98	0.98
Estimated Collections	\$ 414,355	\$ 248,613

August 8, 2020

MUD Directors –

Attached please find a summary of yearly MUD expenditures prepared from the detailed Full Reserve Study prepared by Reserve Advisors for the HOA and MUD in May 2018. For those who were on the Board in 2018, you will recall that Lee Blanton made a presentation regarding the findings in this report and provided this summary for our future reference. I have also attached a copy of the Reserve Study Executive Summary that sets forth the reserve fund recommendation of Reserve Advisors for your reference.

As we embark on setting the 2020-2021 budget (including how much we are prepared to spend on the landscaping project discussed at the July meeting) and the 2020 tax rate, I thought it would be helpful for everyone to be reminded of the types, amounts and projected timing of future expenses the District should anticipate incurring. I have asked the HOA Maintenance Committee to also provide an update at our August meeting on actual maintenance work that they anticipate for the District's 2020-2021 fiscal year.

Kim Clifford

MUD Yearly Summaries

Year	FY2018	
Item Number	Amount	Description
	<u>0</u>	Total Expenditures

Year	2019	
Item Number	Amount	Description
	<u>0</u>	Total Expenditures

Year	2020	
Item Number	Amount	Description
4.925	50,250	Site Drainage, Swale Maintenance and Catch Basin Repairs
5.300	<u>7,377</u>	Exterior Renovation, Paint Finishes and Masonry Repairs (Incl. Mail Kiosk)
	57,627	Total Expenditures

Year	2021	
Item Number	Amount	Description
4.946	45,436	Walking Trails, Crushed Granite Replenishment and Flagstone Repairs, Phased
5.140	<u>13,266</u>	Building Services Equipment
	58,702	Total Expenditures

Year	2022	
Item Number	Amount	Description
	<u>0</u>	Total Expenditures

Year	2023	
Item Number	Amount	Description
	<u>0</u>	Total Expenditures

Year	2024	
Item Number	Amount	Description

4.045	20,532	Asphalt Pavement, Total Replacement, Parking Lot
	<u>20,532</u>	Total Expenditures

Year	2025	
Item Number	Amount	Description
	<u>0</u>	Total Expenditures

Year	2026	
Item Number	Amount	Description
4.660	59,061	Playground Equipment (Incl. Basketball Goals)
4.930	36,717	Site Furniture (Incl. Exercise Stations)
4.946	53,704	Walking Trails, Crushed Granite Replenishment and Flagstone Repairs, Phased
5.300	9,016	Exterior Renovation, Paint Finishes and Masonry Repairs (Incl. Mail Kiosk)
5.570	7,187	Pergola, Wood
	<u>165,685</u>	Total Expenditures

Year	2027	
Item Number	Amount	Description
	<u>0</u>	Total Expenditures

Year	2028	
Item Number	Amount	Description
	<u>0</u>	Total Expenditures

Year	2029	
Item Number	Amount	Description
	<u>0</u>	Total Expenditures

Year	2030	
Item Number	Amount	Description
	<u>0</u>	Total Expenditures

Year	2031	
Item Number	Amount	Description
4.946	63,476	Walking Trails, Crushed Granite Replenishment and Flagstone Repairs, Phased
	<u>63,476</u>	Total Expenditures

Year	2032	
Item Number	Amount	Description
4.595	65,411	Playground, Canopy
5.300	11,019	Exterior Renovation, Paint Finishes and Masonry Repairs (Incl. Mail Kiosk)
	<u>76,430</u>	Total Expenditures

Year	2033	
Item Number	Amount	Description
	<u>0</u>	Total Expenditures

Year	2034	
Item Number	Amount	Description
4.925	80,247	Site Drainage, Swale Maintenance and Catch Basin Repairs
	<u>80,247</u>	Total Expenditures

Year	2035	
Item Number	Amount	Description
	<u>0</u>	Total Expenditures

Year	2036	
Item Number	Amount	Description
4.946	75,026	Walking Trails, Crushed Granite Replenishment and Flagstone Repairs, Phased
5.140	21,905	Building Services Equipment
5.601	65,716	Roofs, Metal (Incl. Mail Kiosk)
	<u>162,647</u>	Total Expenditures

Year	2037	
Item Number	Amount	Description
	0	Total Expenditures

Year	2038	
Item Number	Amount	Description
5.300	13,467	Exterior Renovation, Paint Finishes and Masonry Repairs (Incl. Mail Kiosk)
	13,467	Total Expenditures

Year	2039	
Item Number	Amount	Description
	0	Total Expenditures

Year	2040	
Item Number	Amount	Description
	0	Total Expenditures

Year	2041	
Item Number	Amount	Description
4.946	88,678	Walking Trails, Crushed Granite Replenishment and Flagstone Repairs, Phased
	88,678	Total Expenditures

Year	2042	
Item Number	Amount	Description
4.045	37,480	Asphalt Pavement, Total Replacement, Parking Lot
	37,480	Total Expenditures

Year	2043	
Item Number	Amount	Description
	0	Total Expenditures

Year	2044	
Item Number	Amount	Description
5.300	16,458	Exterior Renovation, Paint Finishes and Masonry Repairs (Incl. Mail Kiosk)
	<u>16,458</u>	Total Expenditures

Year	2045	
Item Number	Amount	Description
	0	Total Expenditures

Year	2046	
Item Number	Amount	Description
4.421	95,633	Irrigation System, Amenity Center, Phased
4.660	115,269	Playground Equipment (Incl. Basketball Goals)
4.930	71,661	Site Furniture (Incl. Exercise Stations)
4.946	104,813	Walking Trails, Crushed Granite Replenishment and Flagstone Repairs, Phased
5.570	14,026	Pergola, Wood
	<u>401,402</u>	Total Expenditures

Year	2047	
Item Number	Amount	Description
4.421	98,884	Irrigation System, Amenity Center, Phased
	<u>98,884</u>	Total Expenditures

Year	2048	
Item Number	Amount	Description
4.925	128,149	Site Drainage, Swale Maintenance and Catch Basin Repairs
	<u>128,149</u>	Total Expenditures

1. RESERVE STUDY EXECUTIVE SUMMARY

Client: Belvedere Homeowners Association, Inc. (Belvedere)

Location: Austin, Texas

Reference: 140617

Property Basics: Belvedere Homeowners Association, Inc. is a homeowners association which is responsible for the common elements shared by 222 single family homes. The common elements of the Association were built from 2006 to 2014.

Reserve Components Identified: 25 Home Owners Association and 10 Municipal Utility District Reserve Components.

Inspection Date: May 30, 2018. We conducted the original inspection on June 26, 2014.

Funding Goals: The Funding Goal of this Reserve Study is to maintain reserves above an adequate, not excessive threshold during one or more years of significant expenditures. Our recommended Homeowners Association Funding Plan recognizes this threshold funding year in 2047 due to replacement of the asphalt streets. Our recommended Municipal Utility District Funding Plan recognizes this threshold funding year in 2048 due to replacement of the irrigation system and playground.

Cash Flow Method: We use the Cash Flow Method to compute the Reserve Funding Plan. This method offsets future variable Reserve Expenditures with existing and future stable levels of reserve funding. Our application of this method also considers:

- Current and future local costs of replacement
- 1.7% anticipated annual rate of return on invested reserves
- 3.4% future Inflation Rate for estimating Future Replacement Costs

Sources for Local Costs of Replacement: Our proprietary database, historical costs and published sources, i.e., R.S. Means, Incorporated.

Cash Status of Homeowners Association Reserve Fund:

- \$632,229 as of April 30, 2018
- 2018 budgeted Reserve Contributions of \$60,000

Recommended Homeowners Association Reserve Funding: We recommend the following in order to achieve a stable and equitable Funding Plan:

- Phased increases of \$11,400 from 2019 through 2023
- Inflationary increases through 2048, the limit of this study's Cash Flow Analysis
- Initial adjustment in Reserve Contributions of \$11,400 represents an average bi-annually increase of \$25.68 per homeowner and about a two percent (2.3%) adjustment in the 2018 total Operating Budget of \$506,600.

Cash Status of Municipal Utility District Reserve Fund:

- \$480,000 as of September 30, 2018, projected by Management and the Board
- The Municipal Utility District did not budget Reserve Contributions in 2018¹

¹ The Fiscal Year (FY 2018) for Belvedere Municipal Utility District begins October 1, 2017 and ends September 30, 2018. For brevity, we refer to the Fiscal Year by its ending year, i.e. Fiscal Year 2017-18 is FY 2018 or simply 2018.

Recommended Municipal Utility District Reserve Funding: We recommend the following in order to achieve a stable and equitable Funding Plan:

- Increase to \$17,000 in 2019
- Inflationary increases through 2048, the limit of this study's Cash Flow Analysis
- 2019 Reserve Contribution of \$17,000 is equivalent to an average annual contribution of \$76.58 per homeowner.

Agenda Item No. 7

Discuss, consider and take action on 2020 tax rate, set date for public hearing on the tax rate, and authorize publication of notice of public hearing on the tax rate.

TRAVIS CENTRAL APPRAISAL DISTRICT

BOARD OFFICERS

James Valadez
Chairperson
Bruce Grube
Vice Chairperson
Theresa Bastian
Secretary/Treasurer



Marya Crigler
Chief Appraiser

BOARD MEMBERS

Tom Buckle
Bruce Elfant
Anthony Nguyen
Eleanor Powell
Ryan Steglich
Felipe Ulloa
Blanca Zamora-Garcia

July 24, 2020

BELVEDERE MUD
PETER GOLDE, PRESIDENT
C/O STEFANIE ALBRIGHT
816 CONGRESS AVE, STE 1900
AUSTIN, TX 78701

Senate Bill 2 passed by the 86th legislature enacted several changes and new requirements for certification of the appraisal roll and setting of tax rates beginning in 2020.

In accordance with Tax Code Section 26.01(a-1), enclosed is the 2020 Certified Estimate information for your taxing unit. The Certified Estimate shall be used to calculate the no-new-revenue tax rate and the voter-approval tax rate, per Tax Code Section 26.04(c-2). For the Certified Estimate, value remaining under protest is reported, pursuant to Tax Code Section 26.01(c), as the owner's opinion of value or the preceding year's value, whichever is lower. Accordingly, it is a conservative estimate.

Senate Bill 2 also modified Truth in Taxation and the information page has been revised to include additional fields needed to complete the Comptroller's most recent tax rate worksheets. In addition, the calculated tax rates and hearing date information should be posted to the taxing unit portal maintained by the appraisal district, as established in Tax Code Section 26.17(e). For taxing units required to comply with Tax Code Section 26.04, the 26.17(e) postings should be completed no later than August 7, 2020.

Please feel free to contact me if you have any questions or need additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "Marya Crigler", is written over a circular stamp that partially overlaps the signature.

Marya Crigler
Chief Appraiser
mcrigler@tcadcentral.org
(512) 834-9317 ext. 337



2020 CERTIFIED ESTIMATE INFORMATION

July 24, 2020

BELVEDERE MUD

Juris: **1K**

Entity **1329420**

Tax Rate Worksheet Information (numbering based on form 50-856)

1. 2019 total taxable value	207,053,470
2. 2019 tax ceiling	
4. 2019 total adopted tax rate	0.3200
5. 2019 taxable value lost because of court appeals of ARB decisions reduced 2019 appraised value	
A. Original 2019 ARB Values	
B. 2019 values resulting from final court decisions	
6. 2019 taxable value subject to an appeal under Chapter 42, as of July 25.	
A. 2019 ARB Certified Value	
B. 2019 disputed value	
9. 2019 taxable value of property in territory the taxing unit deannexation after Jan 1, 2019	
10. 2019 taxable value lost because a property first qualified for exemption in 2020	
A. Absolute exemptions	
B. Partial exemptions and amount exempt due to an increased exemption	
11. 2019 taxable value lost because property first qualified for agricultural appraisal in 2020	
A. 2019 market value	
B. 2020 productivity value	
18. Total 2020 taxable value on certified appraisal roll today	
A. Certified taxable	133,741,988
C. Pollution control and energy storage system exemption	
D. Tax increment financing	
19. Total value of properties under protest or not on certified appraisal roll	
A. 2020 taxable value of properties under protest	77,663,795
B. 2020 value of properties not under protest or included on certified appraisal roll	
20. 2020 tax ceiling	
22. Total 2020 taxable value of properties in territory annexed after Jan 1, 2019	
23. Total 2020 taxable value of new improvements and new personal property located in new improvements	10,162,256

Notice of Public Hearing - Budget/Tax Rate Information

2019 Average appraised value of properties with a homestead exemption	1,247,951
2019 Total appraised value of all property	207,476,472
2019 Total appraised value of all new property	3,558,657
2019 Average taxable value of properties with a homestead exemption	1,245,351
2019 Total taxable value of all property	207,053,470
2019 Total taxable value of all new property	3,558,657
2020 Average appraised value of properties with a homestead exemption	1,234,392
2020 Total appraised value of all property	217,869,508
2020 Total appraised value of all new property	10,162,256
2020 Average taxable value of properties with a homestead exemption	1,234,392
2020 Total taxable value of all property	211,405,783
2020 Total taxable value of all new property	10,162,256
2020 Tax base reduction due to frozen taxes	
2020 Over-65 collectible levy	

2020 Developed Water District Tax Rate Calculations

Belvedere MUD

July 27, 2020

Data Entry Page

1. The Districts PROPOSED 2020 Total Tax Rate	\$	0.3200	/\$100
2. 2020 average appraised value of residence homestead. (TCAD Certification, page 2, Item N).	\$	1,234,392	
3. 2020 average taxable value of residence homestead. (TCAD Certification, page 2, Item O).	\$	1,234,392	
4. 2019 average appraised value of residence homestead. (TCAD Certification, page 2, Item P).	\$	1,247,951	
5. 2019 average taxable value of residence homestead. (TCAD Certification, page 2, Item Q).	\$	1,245,351	
6. The district's 2019 Total Tax Rate.	\$	0.3200	/\$100
7. The district's 2019 Maintenance & Operation Tax Rate.	\$	0.1200	/\$100

Complete lines 8 thru 14 ONLY if you have qualified debt or contract service.

8. 2020 Net Taxable Value (TCAD Certification, pg 1, bottom)	\$	211,405,783	
9. 2020 Total Qualified Contract Service	\$	0.00	
10. 2020 Total Qualified Debt Service	\$	452,293.75	
11. SEE NOTE2 BELOW. Total amount to be applied against above Debt and Contract Service from sources other than 2020 tax levy (e.g. from fund reserves).	\$	29,482.18	
12. Your Final Calculated Debt Rate is:	\$	0.2000	/\$100

NOTE1: If line 12 displays "NEG#", then the amount entered on line 11 is too high.

Use the following ONLY if you wish a specified debt rate.

NOTE2: If you have a specific TARGET DEBT RATE, enter that rate on line 13 and enter the amount that appears in line 14 into line 11. If you have done this correctly, line 12 will now equal line 13. If line 14 displays "NEG#", then your target debt rate is higher than the law permits; you may not use that target rate.

13. 2020 Target Debt Rate	\$	0.2000	/\$100
14. Amount you need to enter into line 11	\$	29,482.18	

2020 Developed Water District Tax Rate Calculations

Belvedere MUD

July 27, 2020

NOTE: This worksheet provides the numbers you will need for your Notice, but it is not in the format required for publication. An example of the notice is provided on the Comptroller's website at <https://comptroller.texas.gov/taxes/property-tax/truth-in-taxation/notices.php>.

Notice of Public Hearing Notice Calculations

1. 2019 average appraised value of residence homestead	\$	1,247,951
2. homestead (excluding senior citizen's or disabled person's exemptions)	- \$	2,600
3. 2019 average taxable value of residence homestead (line 1 minus line 2)	= \$	1,245,351
4. 2019 adopted TOTAL tax rate (per \$100 of value)	x \$	0.3200 /\$100
5. 2019 Total tax on average residence homestead (multiply line 3 by line 4, divide by \$100)	= \$	3,985.12
6. 2020 average appraised value of residence homestead	\$	1,234,392
7. 2020 general exemptions available for the average homestead (excluding senior citizen's or disabled person's)	- \$	0
8. 2020 average taxable value of residence homestead (line 8 minus line 9)	= \$	1,234,392
9. 2020 proposed TOTAL tax rate (per \$100 of value)	x \$	0.3200 /\$100
10. 2020 Total tax on average residence homestead (multiply line 8 by line 9, divide by \$100)	= \$	3,950.05
11. Difference in Rates per \$100 value	\$	0.0000 /\$100
12. Percentage increase/decrease in rates (+/-)		0.00%
13. Annual increase/decrease in taxes if proposed tax rate is adopted	\$	(35.07)
14. percentage of increase		-0.88%

2020 Developed Water District Tax Rate Calculations

Belvedere MUD

July 27, 2020

Voter-Approval Tax Rate Worksheet

1.	2019 average appraised value of residence homestead	\$	1,247,951
2.	2019 general exemptions available for the average homestead (excluding senior citizen's or disabled person's exemptions)	- \$	2,600
3.	2019 average taxable value of residence homestead (line 1 minus line 2)	= \$	1,245,351
4.	2019 adopted M&O tax rate (per \$100 of value)	x \$	0.1200 /\$100
5.	2019 M&O tax on average residence homestead (multiply line 3 by line 4, divide by \$100)	= \$	1,494.42
6.	Highest M&O tax on average residence homestead with increase (multiply line 5 by 1.035)	= \$	1,546.72
7.	2020 average appraised value of residence homestead	\$	1,234,392
8.	2020 general exemptions available for the average homestead (excluding senior citizen's or disabled person's exemptions)	- \$	0
9.	2020 average taxable value of residence homestead (line 7 minus line 8)	= \$	1,234,392
10.	Highest 2020 M&O Tax Rate (line 6 divided by line 9, multiply by 100)	\$	0.1253 /\$100
11.	2020 Debt Tax Rate	+ \$	0.2000 /\$100
12.	2020 Contract Tax Rate	+ \$	0.0000 /\$100
13.	2019 unused increment rate (If the year is prior to 2020, enter zero)	= \$	0.0000 /\$100
14.	2018 unused increment rate (If the year is prior to 2020, enter zero)	= \$	0.0000 /\$100
15.	2017 unused increment rate (If the year is prior to 2020, enter zero)	= \$	0.0000 /\$100
16.	2020 total unused increment rate (add lines 13, 14, and 15)	= \$	0.0000 /\$100
17.	2020 Voter-Approval Tax Rate (add lines 10, 11, 12, and 16)	= \$	0.3253 /\$100

Water District Notice of Public Hearing on Tax Rate

The Belvedere Municipal Utility District will hold a public hearing on a proposed tax rate for the tax year 2020 on September 15, 2020 at 6:00 p.m. at the Belvedere Amenity Center, 17400 Flagler Drive, Austin, Texas 78738. Your individual taxes may increase at a greater or lesser rate, or even decrease, depending on the tax rate that is adopted and on the change in the taxable value of your property in relation to the change in taxable value of all other property. The change in taxable value of your property in relation to the change in the taxable value of all other property determines the distribution of the tax burden among all property owners.

FOR the proposal:

AGAINST the proposal:

PRESENT and not voting:

ABSENT:

The following table compares taxes on an average residence homestead in this taxing unit last year to taxes proposed on the average residence homestead this year.

	Last Year	This Year
Total tax rate (per \$100 of value)	<u>\$0.3200/\$100</u> Adopted	<u>\$0.3200/\$100</u> Proposed
Difference in rates per \$100 of value		<u>\$0.00/\$100</u>
Percentage increase/decrease in rates (+/-)		<u>0.00%</u>
Average appraised residence homestead value	<u>\$1,247,951</u>	<u>\$1,234,392</u>
General homestead exemptions available (excluding 65 years of age or older or disabled person's exemptions)	<u>\$2,600</u>	<u>\$0.00</u>
Average residence homestead taxable value	<u>\$1,245,351</u>	<u>\$1,234,392</u>
Tax on average residence homestead	<u>\$3,985.12</u>	<u>\$3,950.05</u>
Annual increase/decrease in taxes if proposed tax rate is adopted (+/-)	<u>\$(35.07)</u>	
and percentage of increase (+/-)	<u>-0.88%</u>	

NOTICE OF VOTE ON TAX RATE

If the District adopts a combined debt service, operation and maintenance, and contract tax rate that would result in the taxes on the average residence homestead increasing by more than 3.5 percent, an election must be held to determine whether to approve the operation and maintenance tax rate under Section [49.23602](#), Water Code.

The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

Agenda Item No. 8

Discuss, consider, and take action regarding engagement of West, Davis, and Company regarding financial audit of the fiscal year ending September 30, 2020.

WEST, DAVIS & COMPANY

A LIMITED LIABILITY PARTNERSHIP

July 31, 2020

Board of Directors

Belvedere Municipal Utility District

Lloyd Gosselink Rochelle & Townsend, c/o Stefanie Albright

816 Congress Ave, Suite 1900

Austin, Texas 78701

We are pleased to confirm our understanding of the services we are to provide the Belvedere Municipal Utility District (the "District") for the year ended September 30, 2020. We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the District's basic financial statements, as of and for the year ended September 30, 2020. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. General Fund Budget Comparison.

We have also been engaged to report on supplementary information other than RSI that accompanies the District's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements:

1. TCEQ required schedules.

Audit Objective

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the additional information referred to in the second paragraph when considered in relation to the basic financial statements taken as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the District's financial statements. Our report will be addressed to the Board of Directors of the District. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected

individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the District and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion.

Other Services

We will also prepare the financial statements of the District in conformity with U.S. generally accepted accounting principles based on information provided by you. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for designing, implementing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

You agree to assume all management responsibilities for financial statement preparation services and any other non-attest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Audit Administration, Fees, and Other


We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service provider.

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of West, Davis and Company and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to TCEQ or its designee. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of West, Davis and Company personnel. Furthermore, upon request, we may provide copies of selected audit documentation to TCEQ or its designee. TCEQ or its designee may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

We expect to begin our audit on approximately October 1, 2020 and to issue our reports no later than December 31, 2020. Our fee for these services will be at our standard hourly rates plus out-of-pocket costs except that we agree that our gross fee, including expenses, will be approximately \$7,500. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoice for these fees will be rendered upon completion of our work and are payable on presentation. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Rates for additional services rendered by Bob West are based on \$200 per hour for governmental engagements.

We appreciate the opportunity to be of service to the District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign below and return a copy to us.

Sincerely,

Bob West, CPA
Partner

RESPONSE:
This letter correctly sets forth the understanding of Belvedere Municipal Utility District.

By: _____ Date: _____
Title: _____

Agenda Item No. 12

Discuss, consider, and take action regarding report from the District's Engineer, including:

- a. Application to the TCEQ regarding change in scope for use of recreational bond proceeds;
and
- b. Contract for Quarterly Trail Maintenance.



August 13, 2020

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

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

Dear Directors:

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

1. **Amenity Center Lot Improvements** – We participated in meetings with the Engineering Subcommittee, HOA Subcommittee and Pharis Designs to discuss the project scope and schedule, and to coordinate efforts.
2. **Existing and Future Trail Facilities**
 - a. Routine Trail Maintenance – We worked with the Engineering Subcommittee to assess the two proposals received for providing routine quarterly maintenance of the trails. The proposals were very similar. Below is a table summarizing the various items in the proposals.

	Sunscape	WLE
Annual Price for Existing Trails	\$10,738.22	\$10,274.51
Price for Additional Trails	“Minimal if any increase”	\$480 (estimate)
Sales Tax Included	No	No
Term	12 months	36 months
Price Increase After Initial Term	Email states no price change for 36 months but not stated in updated form of proposal	Deleted price increase language from contract
Cancellation	Either party on 30 days notice	90 days after notice of default & opportunity to cure
Invoice	Monthly	Monthly
Invoice Separate from Landscaping Invoice	Yes	N/A
Board Reporting	If requested	?
Belvedere Experience	Positive – 2 years of landscape maintenance	Some Issues during front entry landscape installation
Detailed Contract Provided	Slightly modified proposal form	Yes (standard landscaping form)



Board of Directors
 Belvedere MUD
 Page 2
 August 13, 2020

	Sunscape	WLE
Timing of Work	As scheduled but available on request if "serious or hazardous" condition	Covers specified number of visits per year to be done as scheduled unless call earlier
Equipment	Gator	SK ride on machine
Access	No response	Behind pool equipment
Damage	Repair/replace by Sunscape without cost to MUD	Repair/replace by WLE without cost to MUD

BOARD ACTION: Approve a proposal for trail maintenance.

- b. 2020 Trail Repairs – We have performed the design survey for the work to be done.
- 3. **Change in Scope Application** – The application was approved by the TCEQ.
- 4. **Drainage Facilities**
 - a. Parking Lot Drainage – We met on site with Lee Blanton to investigate the drainage problem in the Amenity Center parking lot. We determined that the drain at the northwest corner of the parking lot is a channel drain that is intended to flow to the adjacent landscaping bed, and then discharge to an area inlet in the pool area. The runoff from the parking lot and from the rain chains on the building are supposed to drain to this area inlet also, but the inlet was blocked by rocks and debris. The area inlet was uncovered, and we verified that it discharges to a culvert system at the back (west) side of the pool. The area inlet should be maintained to deter further blockage by mulch and landscape material.
 - b. Guidelines for Landscaping in Drainageways – We are working with the Engineering Subcommittee on guidelines for residents who want to place landscaping items such as stones or plants in the drainage ditches or easements adjacent to their homes.

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

Sincerely,

Catherine Garza Mitchell, PE

CGM/cgm

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Jon Niermann, *Chairman*
Emily Lindley, *Commissioner*
Toby Baker, *Executive Director*



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

July 23, 2020

Mr. Peter Golde, President
Belvedere MUD
c/o Lloyd, Gosselink, Rochelle & Townsend, PC
816 Congress Avenue, Suite 1900
Austin, Texas 78701-2478

Re: Belvedere Municipal Utility District of Travis County; Application for Approval of
Change in Project Scope
TCEQ Internal Control No. D-04302020-072 (TC/FA)
CN: 602863920 RN: 104670229

Dear Mr. Golde:

Belvedere Municipal Utility District (District) requests Texas Commission on Environmental Quality (TCEQ) approval for a change in project scope to re-allocate \$160,311 from the November 15, 2017 bond issue originally designated for construction of the Belvedere Amenity Center and Trail Improvements to be used for planting, irrigation, lighting, hardscape, parking areas, a storage building, and to extend or build additional trails.

Change in Scope

By TCEQ Order dated November 15, 2017 the District was directed not to expend a total of \$250,000 for construction of the Belvedere Amenity Center and Trail Improvements pending the District board receipt of plans and specifications approved by all entities having jurisdiction.

According to the application material, the District intended to use \$210,000 of the approved funds for improvements at the Amenity Center that would include additional parking areas and a storage building. The project was designed and bid three separate times. The District rejected the bids because they were much higher than the funds available. Construction plans and specifications are approved by all entities having jurisdiction and can be used to rebid and construct this project in the future should additional funds become available. The District used \$87,553 for engineer and architect fees, permits, and bidding expenses and has \$122,447 remaining for the Amenity Center.

The District also intended to use \$40,000 of the approved funds for a walking trail in the southern portion of the District between Flagler Drive and Hamilton Pool Road. A preliminary evaluation and cost estimate were prepared for the project, but the cost estimate was much higher than the funds available due to the challenging terrain in this part of the District. The District used \$2,136 of the approved funds for engineering fees and has \$37,864 remaining for the Trail Improvements.

The District is requesting to use the remaining \$160,311 (\$122,447 from the Amenity Center and \$37,864 from the Trail Improvements) for projects on the Amenity Center lot which will include plantings, irrigation, lighting, hardscape, parking areas, and a storage building. The District is also requesting to use the funds to extend existing trails or build additional trails in the District.

P.O. Box 13087 • Austin, Texas 78711-3087 • 512-239-1000 • tceq.texas.gov

How is our customer service? tceq.texas.gov/customersurvey

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Mr. Peter Golde, President

Page 2

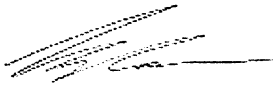
July 23, 2020

Approval

The application and supporting documents have been reviewed and appear to be in order. Therefore, on behalf of the Executive Director of the TCEQ, the District's request to re-allocate \$160,311 in funds from its November 15, 2017 bond issue originally designated for construction of the Belvedere Amenity Center and Trail Improvements to be used for planting, irrigation, lighting, hardscape, parking areas, and/or a storage building, and to extend or build additional trails is hereby approved.

If you have any questions, please contact James Walker at (512) 239-2532 or by e-mail at <James.Walker@tceq.texas.gov>.

Sincerely,



Cheryl Covone, Team Leader
Water Supply Division - Districts Section
Texas Commission on Environmental Quality

CC/jkw

cc: Ms. Stefanie Albright - Lloyd, Gosselink, Rochelle & Townsend, PC (via e-mail)
Ms. Catherine Mitchell, P.E. - Jones & Carter, Inc. (via e-mail)
Mr. David Malish, P.E. - Murfee Engineering Company, Inc. (via e-mail)
Mr. Garry Kimball - Specialized Public Finance, Inc. (via e-mail)



August 03, 2020

2020 Contract Proposal

Contract No. - 8509

BELVEDERE MUD

This is an agreement between Sunscape Landscaping, LLC, P.O. Box 342228, Austin, TX 78734, and Belvedere MUD ("Client"). Attn: Cathy Mitchell, 17400 Flagler Drive, Austin, TX 78738.

TERMS OF SERVICE:

1. Sunscape Landscaping services, as provided in this contract, are offered at the rates quoted for a period up to 12 months with an annual contract renewable after each year of service. Terms of the contract for baseline services are fixed for the 12-month period however, additional services required by the Belvedere MUD, may be appended to the contract at negotiated rates in effect at the time the services are added.
2. The Belvedere MUD may elect to discontinue service with Sunscape Landscaping any time during an annual contract period by notifying Sunscape Landscaping with a 30 day notification. The Belvedere MUD will be responsible for full payment of services received up to the time of termination.
3. Any damaged caused by Sunscape Landscaping will be repaired/replaced by Sunscape and no cost to the Belvedere MUD.

Services to include....

1. Rake/scrape and manicure the decomposed granite.
2. Correct, repair, and compact eroded rills and gullies following concentrated storm runoff crossing the decomposed granite trails.
3. Provide additional compacted decomposed granite as needed to replace lost material, and establish a smooth, consistent compacted trail surface.
4. Replace stones that become dislodged from the trail borders.
5. Remove debris and sediment from culverts.
6. Remove trash and litter from trail areas during each visit, and remove it from the District. This does not include emptying trash cans along the trail.
7. Remove animal waste from trail areas during each visit, and remove it from the District.
8. Control fire ants within the trail surfaces.
9. Clean benches, swings and exercise equipment along the trails, as well as the playscape equipment and the benches adjacent thereto every 6 months.

2020 CONTRACT SUMMARY					
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INCLUDED SERVICES	OCCURS	COST EACH	EXT COST	SALES TAX	TOTAL COST
EQUIPMENT CLEAN-UP	2	\$316.11	\$632.22	\$0.00	\$632.22
TRAIL MAINTENANCE	4	\$2,107.40	\$8,429.60	\$0.00	\$8,429.60



DECOMPOSED GRANITE	4	\$419.10	\$1,676.40	\$0.00	\$1,676.40
TOTAL:			\$10,738.22	\$0.00	\$10,738.22

Contract - 8509

BELVEDERE MUD

September 1, 2020

BILLING SCHEDULE

NOTE: Optional services are not included.

MONTHLY BILLING SCHEDULE	SERVICE COST	SALES TAX	TOTAL COST
September	\$894.85	\$0.00	\$894.85
October	\$894.85	\$0.00	\$894.85
November	\$894.85	\$0.00	\$894.85
December	\$894.85	\$0.00	\$894.85
January	\$894.85	\$0.00	\$894.85
February	\$894.85	\$0.00	\$894.85
March	\$894.85	\$0.00	\$894.85
April	\$894.85	\$0.00	\$894.85
May	\$894.85	\$0.00	\$894.85
June	\$894.86	\$0.00	\$894.86
July	\$894.85	\$0.00	\$894.85
August	\$894.86	\$0.00	\$894.86
	\$10,738.22	\$0.00	\$10,738.22

By _____
Jesse Trevino

Date 8/3/2020 _____

By _____

Date _____



Landscape Management Proposal and Contract

Prepared For:

Belvedere MUD Trails

For Services At:

**17400 Flagler Drive, Texas
78738**

We thank you for the opportunity to serve you.
We aim to treat every customer like they are a part of our family.
We hope to maintain a beautiful landscape for you that you take pride in and enjoy daily.

Landscape Management Pricing

Contract Start Date: August 1, 2020

Property Name Belvedere MUD Trails
Property Location 17400 Flagler Drive, Texas 78738
Recipient Jones/Carter
Recipient Address 3100 Alvin Devane Blvd. Ste 150, Austin, Tx 78741
Contact Name Cathy Mitchel
Contact Email cmitchel@jonescarter.com
Contact Phone 512 441 9493
Est. Revision Numb Original



Standard Services:	Per Cycle (\$)	Cycles (#)	Annual Price (\$)
Standard Trail Mainte			
Trash and Litter Trail Maintenance, 4 Visits	127.31	4	509.24
Remove animal waste Trail Maintenance, 4 Vi	127.31	4	509.24
Fire Ant control on Trail Maintenance, 4 Visits	918.33	4	3,673.32
Tractor Scrapping Trail Maintenance, 4 Visits	643.22	4	2,572.88
24 Culvert Cleanout Maintenance, 4 Visits	210.52	4	842.08
Total Standard Services Annual Price:			8,106.76
Add'l Service Options			
Other Add'l Services			
Rapair eroded rills and gullies	<input checked="" type="checkbox"/>	420.77	1 420.77
1" Install Dg for eroded areas for 200 sf	<input checked="" type="checkbox"/>	230.60	1 230.60
Replace stones from trail borders	<input checked="" type="checkbox"/>	443.76	4 1,775.04
Clean exercise and playscape equipment	<input checked="" type="checkbox"/>	110.67	2 221.34
Trail maintenance new areas	<input type="checkbox"/>	120.00	4 480.00
Total Additional Services Annual Price:			2,647.75
Total Contracted Annual Amount:			10,754.51
Total Monthly Amount:			896.21

LANDSCAPE MANAGEMENT CONTRACT

THIS LANDSCAPE MANAGEMENT CONTRACT (the "Contract") is made on July 14, 2020 (the "Effective Date") by and between WLE, LLC ("Contractor") located at 10122 Bradshaw Road Austin, TX 78747 and Belvedere MUD Trails ("Client"), located at 17400 Flagler Drive, Texas 78738. Contractor and Client hereinafter collectively referred to as (the "Parties") or individually referred to as a ("Party").

WHEREAS, Contractor provides landscaping services;

AND WHEREAS, Client desires to obtain the landscaping services of Contractor pursuant to the terms and conditions herein.

NOW THEREFORE, in consideration of the promises and other good and valuable consideration set forth, the Parties agree as follows:

I. SERVICES

- A. Contractor and Client hereby agree that Contractor shall provide landscaping services to Client for the locations at the following addresses or areas (the "Premises"):
- 17400 Flagler Drive, Texas 78738
- B. Contractor shall provide services to the Client, per Exhibit A, the Schedule of Services.
- C. Contractor shall furnish the Services, including all labor, materials, and equipment.
- D. The Services shall be performed subject to the specifications described in Exhibit B of this Contract.

II. TERM

- A. The term shall commence on August 1, 2020 (the "Commencement Date") and shall continue for a period of 36 months (the "Term"), and shall renew for additional twelve (12) month terms (each an "Extension Term" or additional "Term") subject to price adjustments detailed in Section V of this Contract on the anniversary date of the Contract unless terminated by either Party by providing sixty (60) days written notice prior to the end of the then current Term. The Party wishing to not renew the contract must provide a wet-signed notice to the other Party via certified mail to the address defined in Section XII. D. of this Contract. The receiving Party must have this notice in-hand at least sixty days prior to the end of the then current Term. This notice will only be accepted if Client has no overdue balances.

III. CONTRACTOR RESPONSIBILITIES

- A. Contractor hereby agrees as follows:
- Contractor shall commence the Services contemplated herein on the Commencement Date and shall perform all of the Services diligently and using its best efforts to conform to local standards and practices.
 - Contractor shall provide Client a mutually agreed upon work schedule for the Services to be performed which is attached hereto as Exhibit A.
 - Contractor shall at all times keep employed an adequate number of staff to perform the Services contemplated herein.
 - Contractor shall provide all equipment and supplies that are necessary to perform the Services at the Premises.

IV. CLIENT RESPONSIBILITIES

- A. Client hereby agrees as follows:
- Client shall grant Contractor access to the Premises at the mutually agreed upon times for performance of the Services.
 - Client shall remit payment to Contractor per the terms of Section V of this Contract for the Services performed so Contractor can continue adhering to its obligations.
 - Client shall review irrigation inspection reporting in a timely manner and inform Contractor if proposals for repairs are approved or not approved within 21 days.

V. FEES

- A. Client shall pay Contractor the sum of \$896.21 per month (the "Fees") for the Services to be performed at the Premises. Contractor is authorized to make necessary irrigation repairs at the Premises, given the monthly aggregate repairs shall not exceed 10% of the monthly maintenance Fees, without Client approval.
- B. Invoices will be sent on or about the 1st day of each month for current month's services (i.e. April services billed April 1) and payment shall be due by the last day of the same month. A service charge of 5.00% per month may be added to all overdue balances.
- C. The Contractor, in its sole discretion, may choose to stop service if any invoice goes more than 15 days past due and may continue not servicing the Client until the Contractor receives full payment from the Client, bringing their account in good standing. In the event the Contractor must utilize legal representation, issue a law suit, involve a collections agency, or any other means and methods that cause the Contractor to incur costs in an attempt to collect a balance due by the Client, the Client shall reimburse the Contractor for 110% of all expenses.

VI. CONTRACTOR'S EMPLOYEES

- A. Contractor shall use its own employees and sub-contractors for the Services to be performed.
- B. The Parties acknowledge that the relationship between Client and Contractor is that of an independent contractor and client and Contractor alone has exclusive control and supervision of its staff, employees and sub-contractors. Nothing herein shall be construed to mean that Contractor or any of its staff, employees or sub-contractors are agents, employees or representatives of Client.
- C. Contractor shall at all times ensure that industry accepted safety standards and practices are followed while performing the Services. Contractor shall at all times comply with all ordinances, regulations, and other legal requirements and obligations of the applicable jurisdiction while performing the Services.

VII. INSURANCE

- A. Contractor shall at all times maintain liability insurance coverage to cover any claims for injuries to person or damages to property which may arise in connection with the performance of the Services by Contractor, its staff, employees and sub-contractors. The policy shall be in an amount of not less than One Million Dollars (\$1,000,000) General Aggregate. Contractor shall also provide worker's compensation insurance for its staff, employees and sub-contractors in compliance with state requirements. Client may at any time request that Contractor provide proof of liability and worker's compensation insurance and any other certificates or documents reflecting that Contractor is in full compliance with all

legal requirements and obligations for companies providing landscape management services.

VIII. NON-EXCLUSIVITY

- A. The Parties acknowledge that the Services to be performed hereunder are non-exclusive and that Client shall have the right to contract with a third party for the same or similar services for which Contractor is engaged, but may only do so at other properties. Contractor shall have exclusive rights to perform all landscape and irrigation services at the Premises bound by this Contract. Similarly, Contractor is free to enter into contracts to perform the same or similar services for third parties.

IX. EVENTS OF DEFAULT

- A. In the event of non-performance by either Party of any of its obligations contained herein, the non-defaulting Party shall serve the defaulting Party with written notice of the alleged breach. Such notice must be delivered via certified mail to the defaulting Party at the address described in Section XII. D. of this Contract. Such notice must cite a specific violation(s) of Exhibit B of this Contract, shall not be general in nature, and must include photo documentation or other proof of default. This notice will only be accepted if Client has no overdue balances. General statements or dissatisfaction with the other Party shall never constitute default under this Contract. The exception to this delivery method is the Contractor's attempt to collect monies owed under this Contract from the Client. Contractor may deliver such payment notices via email or phone call in an attempt to collect debts owed. The defaulting Party shall have 15 Days from the date of such notice to cure and rectify any non-performance or non-compliance. Upon the correction of any non-performance or non-compliance by the defaulting Party, the Contract shall continue for the duration of the Term or Extension Term. In the event that the defaulting Party fails to correct any non-performance or non-compliance issue within the time frame set out above, the non-defaulting Party may terminate this Contract upon 90 day written notice of cancellation, which must be delivered via certified mail at the address described in Section XII. D. of this Contract no more than five days after the end of the 15 day rectification period.

X. INDEMNIFICATION

- A. Contractor shall indemnify and hold Client, its subsidiaries, officers, directors, employees and agents harmless from and against any loss, liability, damage, which may arise out of or in connection with the Services performed hereunder, save and except for the gross negligence and willful misconduct of Client, its subsidiaries, officers, directors, employees and agents.
- B. Contractor shall at all times be solely responsible and liable for any damages caused by its staff, employees or sub-contractors to any of the Client's equipment, property or fixtures and shall make all repairs and/or replacements for any such damage without cost to Client.

XI. EXCLUSIONS

Services not included in contract unless specified in special provisions:

- i. Pruning of trees above 8' canopy;
- ii. Pruning of limbs >1" diameter below the 8' canopy;
- iii. Cleaning of gutters or drains;
- iv. Watering not accomplishable by the irrigation system;
- v. Clean up of excessive trash or other non-landscape materials in maintained area;
- vi. Control of rodents, birds, bees, or applying deer repellent;
- vii. Post-storm clean up services;
- viii. De-icing of walks and entries;
- ix. Ant control in secondary area;
- x. Pest and disease control in turf and ornamentals;

- xi. Fertilizers, pre-/post-emergent in secondary areas;
- xii. Any other service not explicitly stated on the Schedule of Services or Landscape Management Specifications.

XII. GENERAL PROVISIONS

- A. This Contract shall extend to and bind the respective successors and assigns of the Parties hereto. In the event the Premises or Client is sold to another party, this Contract shall remain in full force and effect with the successor. Furthermore, if the Client is a management company or is represented by a management company, this Contract shall be in full force and effect in the event the management company is relieved of its duties, or a new management company is hired.
- B. This Contract and its exhibits herein constitute the entire agreement between the Parties and supersede all prior agreements, representations, warranties, statements, promises, information, arrangements and understandings, whether oral or written, express or implied, with respect to the subject matter hereof.
- C. This Contract may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. This Contract may be executed and delivered electronically with the same force and effect as if it were executed and delivered by the Parties simultaneously in the presence of one another.
- D. Any notices to be delivered pursuant to this Contract shall be delivered to:

in the case of Client to:

Belvedere MUD Trails
c/o Cathy Mitchel
3100 Alvin Devane Blvd. Ste 150, Austin, Tx 78741

in the case of Contractor to:

WLE, LLC
10122 Bradshaw Road
Austin, TX 78747

and, in each case, mailed by ordinary mail, postage prepaid, or delivered to that address; and, if mailed as aforesaid, any such notice shall have been deemed to have been given on the fifth (5th) business day following that on which the letter containing the notice was posted. If any notice is given by electronic communication, such notice shall be deemed to be delivered on the day of transmittal thereof if given before 5:00pm central standard time of the recipient and on the next business day if given after such time. Any party may change its address for notice from time to time by notice given in accordance with the foregoing.

- E. In the event a court of competent jurisdiction finds any provision of this Contract invalid or unenforceable, the remaining terms shall remain in full force and effect.
- F. This Contract shall be governed in accordance with the laws of the State of Texas. The Parties hereby irrevocably submit to the jurisdiction of the courts of the State of Texas located in Travis County. In any suit or arbitration regarding the Contract, the prevailing party shall be entitled to reasonable attorneys' fees and costs.
- G. The Parties agree that this document may be consented to via electronic transmission and execution in conformance with applicable law, including but not limited to Texas Business and Commerce Code §322.001, et seq. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and a single instrument.
- H. Price is valid for 30 days from receipt of contract.

– {Signature Page To Follow} –

IN WITNESS WHEREOF the Parties hereto have duly executed this Contract as of the Effective Date.

CLIENT: Belvedere MUD Trails

Signature

Title

Printed

Date

CONTRACTOR: WLE, LLC

Signature

Title

Printed

Date

– {Remainder of Page Intentionally Left Blank} –

EXHIBIT A: SCHEDULE OF SERVICES													
Belvedere MUD Trails <i>Number of visits per month may vary due to day of service)</i>													
Service	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Trash and Litter Trail Maintenance, 4	1			1			1			1			4
Remove animal waste Trail Maintena	1			1			1			1			4
Fire Ant control on Trail Maintenance	1			1			1			1			4
Tractor Scrapping Trail Maintenance	1			1			1			1			4
24 Culvert Cleanout Maintenance, 4	1			1			1			1			4
Rapair eroded rills and gullies					1								1
1" Install Dg for eroded areas for 200					1								1
Replace stones from trail borders	1			1			1			1			4
Clean exercise and playscape equipr			1							1			2

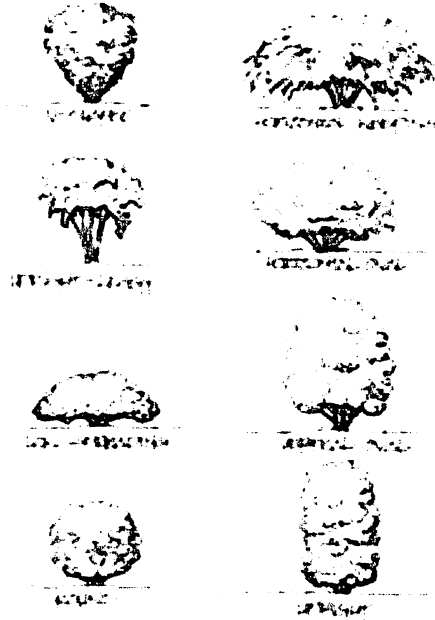
EXHIBIT B: LANDSCAPE MANAGEMENT SPECIFICATIONS

The following specifications outline and define how the Contractor will service the Client's Premises. If the Client has not contracted with the Contractor for a specific service or cycle count defined below under this Contract, the Contractor shall not be liable for upholding the outlined specification for such service. All Services shall be performed according to the schedule in Exhibit A.

Lawn Maintenance. Contractor shall mow the turf areas with a powered, rotary mower at a height of 2 ½" to 4 ½", depending on the type of turf at the Premises. The Contractor will not mow during wet or extreme weather conditions, and the Client shall not receive a credit for the month in which a service is missed, as the Contractor can make this visit up in the impending months. During the mowing visit, the Contractor shall trim around all obstacles, edge against all hard surfaces, and blow off all excess debris. The Contractor shall also remove litter and small tree branches that have fallen into the turf or onto hard surfaces.

Bed Maintenance.

1. *Weeds:* All beds shall be weeded as needed throughout the service visits to maintain a neat appearance. Smaller weeds shall not be hand weeded; rather, a sprayed chemical may be used by the Contractor to kill these weeds.
2. *Shrubs:* All shrubs and groundcovers shall be pruned as needed to remove all dead or damaged branches and to maintain the natural form of the shrub or ground cover. In areas where the shrubs have been intended by the designer or landscape architect to have a more formal shape, the Contractor shall abide by those guidelines. Plants and shrubs that are overhanging a passageway shall be pruned so as not to impede on any passersby along the passageway. The entire Premises shall have uniformity in the way in which shrubs and groundcovers are maintained, with industry standard shapes shown to the right:



Perennial Pruning. Perennial plant material will not be cut back until first frost, or majority of plant has become dormant. Roses will not be cut back until after January 1st and only with approval from the Client. All trimmings will be removed from the property.

Chemical Program.

1. *Turf:*
 - a. Pre-Emergent Control - All turf areas shall be treated with a pre-emergent herbicide twice yearly: in spring between February 1 and March 31, and in fall between October 1 and November 1. The pre-emergent must receive 0.511 of rain or be watered in within 10 days of application. Areas seeded with wild-flowers or rye seed shall be identified by the Client and shall not be treated with pre-emergent herbicide.
 - b. Post Emergent Control - All turf areas shall receive two applications of post emergent weed control product. These applications will take place 1 month after pre-emergent product is applied. Before applying herbicides, the type of weed shall be identified, and the control selected accordingly, using the most effective control for the species, the location and the season. Weeds shall not be allowed to grow in paved areas such as driveways, walks, or curbs. Weeds may be removed manually or sprayed with a herbicide. The Client shall be provided with the labeling (MSDS) for each herbicide proposed upon request. Post emergent will be sprayed at the manufacturer's recommended rates.
 - c. Fertilizer – Based on property specific soil testing, fertilizer will be applied to all turf areas in a manner with a suitable NPK ratio that attempts to achieve vegetative growth and good green color, good root development, disease resistance, drought tolerance, and winter hardiness. A proper fertilization program is dependent on adequate watering from a fully functioning irrigation system and Client should expect less efficacy from their chemical program if irrigation repairs are not approved. The fertilizer must receive 0.511 of rain or be watered in within 10 days of application.
2. *Beds:* All beds will be treated with a pre-emergent herbicide twice yearly: in spring between February 1 and March 31, and in fall between October 1 and November 31. The pre-emergent must receive 0.511 of rain or be watered in within 10 days of application. Areas seeded with wild-flowers or rye seed shall be identified by the

Client and shall not be treated with pre-emergent herbicide. Beds will also be treated with a post emergent weed control product during each visit to help suppress the growth of weeds.

Irrigation System Maintenance. The Contractor shall perform irrigation inspections and controller checks per the schedule outlined on Exhibit A. During such inspections, the Contractor will ensure the controller(s) are fully operational via a visual inspection of the controller(s). At each inspection, the Contractor will turn on each zone in the system, visually checking all heads for adequate coverage, adjusting as needed. The Contractor will also fill out an irrigation inspection form, noting all apparent issues with the irrigation system and will return such form to the Client with an associated repair proposal subject to the provision in Section V. A. of this Contract. In the event the Client does not approve repairs on the monthly irrigation inspection, the Contractor shall not be liable for the health of the plants and turf at the property, and may, in its sole discretion and without monetary credit issued to the Client, elect to not distribute chemicals due to the high risk of burning up turf and/or plants beds and trees if the irrigation system is not fully functional. Irrigation systems are fluid with many moving parts that wear out, are impacted by surface intrusions, and fail from normal wear and tear. The health of your irrigation system will require an appropriate amount of budget to properly maintain in a fully functioning and environmentally conscious manner. If proposals for repairs are not approved, Client should expect there to be additional issues on subsequent monthly reporting caused by not approving repairs for the then current issues.

Mulch. The Contractor shall apply no more than 2" of hardwood mulch to all plant beds and tree wells on the Premises that show obvious signs of having previously received mulch. The Contractor will take special care not to over-mulch a 3" radius from all tree trunks. In the event the beds become over-mulched, the Contractor shall issue a proposal to the Client to remove old mulch from the plant beds and tree wells. The Contractor shall turn the mulch post-installation a minimum of one time per quarter. The Contractor's proposal under the "Landscape Service Pricing" shall include a number of bags or cubic yards that will be installed. Mulch will be installed within 30 days before or after the month marked on the service schedule.

Seasonal Color. The Contractor shall remove seasonal color remaining from the previous season and plant minimum of 4" pots no more than 8" OC to all areas that are to receive seasonal color as agreed upon between the Client and the Contractor. The Contractor's proposal under the "Landscape Service Pricing" shall include a number of flats that will be installed. The Contractor shall plant seasonal color that is between 50 and 70% bloomed and will use varieties that are appropriate for the locations in which the Contractor will install the color. Limitations on selection include the population of certain animals in the area such as deer, as well as sun and shade requirements. Seasonal color shall not be warrantied against disturbances by animals. Seasonal color will be installed within 30 days before or after the month marked on the service schedule.

Arbor Care. As part of its normal service, the Contractor shall maintain the canopy of all trees above 8' in height. Limbs will be removed that are less than 2" in caliper and below 8' in height. Additional tree height pruning and thinning as well as canopy shaping can be performed by the Contractor, according to industry specifications for an additional fee, unless specifically included in the Contract. Crape Myrtle pruning shall be performed between December 25-February 25, and it will include a complete sheering of all limbs of the crape myrtle trees less than 6mm or number 2 pencil. The Contractor has licensed arborists on staff to evaluate all diseases and recommend treatments, deep root fertilizations, and other tree care practices at the request of the Client for an additional fee.

Winter Rye. Overseeding winter rye occurs in the month of October, or as seasonal temps allow. Process starts first by scalping the permanent turf down to 1 ½" or less, bagging, and hauling away debris. The Contractor shall then apply rye seed to the scalped area at a rate of no less than ten pounds per one thousand square feet. The irrigation system shall run a minimum of twenty minutes daily to ensure healthy germination. As seedlings start to appear, the Contractor shall apply a balanced granular fertilizer such as a 18-6-12 to promote rye grass growth. After establishment, the Contractor shall mow the rye grass at a height of 2 ½ - 3 ½" at least one time every ten days.

Leaf Cleanups. During a leaf cleanup visit, the Contractor shall remove all leaves from turf and plant bed areas as well as hard surfaces. To do so, the Contractor may blow all leaves into a pile or rake all leaves into a pile, collect them in trash bags, and haul off. As an alternative method, the Contractor may also finely mulch a portion of the leaves into the turf areas utilizing a rotary mower and then haul off all other leaves. During seasons of major leaf dropping contractor will document after each clean up, so to keep major stakeholder in loop on conditions.

Porter Service. The Contractor shall haul off bags from exterior trash receptacles and replace them with new trash bags, blow walkways and major entrances. The Contractor may also replace pet waste bags if contracted to do so.

Power Washing. The Contractor shall utilize a motorized power washer with Client-provided water on site to wash off all contracted hard surfaces, walls, or kiosks. If needed, the Contractor may also use a cleaning chemical agent to clean the surfaces.