

**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 Texas Government Code, Chapter 551, that the Board of Directors of Belvedere Municipal Utility District will hold its regular meeting, open to the public, on Tuesday, June 21, 2022, at 6:00 p.m., within the boundaries of the District, at the Belvedere Amenity Center, 17400 Flagler Drive, Austin, Texas, for the following purposes:

Meeting materials are available at [www.belvederemud.org](http://www.belvederemud.org).

1. Discuss, consider, and take action to accept resignation of Director Golde;
2. Discuss, consider, and take action to appoint new director.
3. Discuss, consider, and take action concerning qualifying newly appointed directors.
4. Discuss, consider, and take action concerning election of new officers.
5. Receive public comments.
6. Discuss, consider, and take action regarding amendment to Contract for Municipal Solid Waste Collection and Disposal with Texas Disposal Systems, Inc.
7. Discussion regarding general information concerning the District governance and records.
8. Discuss, consider, and take action to approve the minutes of the May 16, 2022 regular meeting.
9. 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.
10. Discuss, consider, and take action regarding amendment to the Joint Use and Maintenance Agreement with the Belvedere HOA.
11. Discuss, consider, and take action regarding report from the District liaison to the HOA and from the HOA liaison to the District.
12. Discuss, consider, and take action regarding improvement, maintenance, and repair of existing and future assets owned or maintained by the District, including:
  - a. Report from the District's Engineer;
  - b. Drainage facilities; and
  - c. Trail maintenance.

- 13. Discuss, consider, and take action on future meeting schedule.
- 14. 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.
- 15. Adjournment.

EXECUTED this the 17th day of June, 2022.

  
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Attorney for the District

(SEAL)

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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 David Klein at (512) 322-5818, or Danielle Lam at (512) 322-5810, at Lloyd Gosselink Rochelle & Townsend, P.C., Attorneys for the District, for information.

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## Fred Castro

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**From:** Jim Koerner <jimkoerner@ymail.com>  
**Sent:** Thursday, June 16, 2022 1:55 PM  
**To:** Frankie Bates; Fred Castro  
**Cc:** Ja-Mar Prince; Megan Maedgen  
**Subject:** Re: Belvedere MUD / Info for Board Members Packet / Texas Disposal Systems  
**Attachments:** 05-30-19-ChinasChangingImportRegulations.pdf; 6-5-19 'That's just wrong', City caught dumping more recyclables at landfills.pdf; TDS-Bulk-Assistance-Flyer.pdf; Waste Wizard in Color.pdf

Thank you Frankie. Look forward to seeing you on June 21.

If you want any documents to be added to our board package which will be released tomorrow please get with Fred Castro asap. He is on copy to this email reply.

Regards,  
Jim

Jim Koerner  
+ 1 512-779-1418

On Jun 16, 2022, at 1:46 PM, Frankie Bates <fbates@texasdisposal.com> wrote:

Good Morning Mr. Koerner,

I'm looking forward to meeting you and your board on June 21<sup>st</sup> to review our Commodity Adjustment Fee and our Mattress Fee language that we are asking your help with. The mattress fees are only assessed by the resident that uses that service. The phrase Commodity Adjustment fees, has been used in oil and gas industry, trucking and other industries for years, and is considered an industry standard to give relief to companies affected by global inflation.

I became familiar with the term Commodity Adjustment, while serving as Lavaca County Commissioner. When I was purchasing bulk fuel for my precinct. Our vendor had a firm bid price for fuel, but reserved the right to raise or lower his monthly billing based on the "increase" or "decrease" of fuel and transportation costs based on supply and demand in the open market and world economic conditions.

This said, Texas Disposal System company wide, is asking our partners and clients to help shoulder the load, as we "all" struggle through this economic uncertainty.

Mr. Koerner, you will also find below links referencing recycling and it's impact on all of us. Texas Disposal System maintains a Material Recycling Facility. Which allows us to divert tons of commodities and keep it out of our landfill.

<https://www.recyclingstar.org/resources/Documents/STAR%20TX%20RMDP%20One%20Page%20Overview.pdf>

<https://www.recyclingstar.org/RMDP>

Jim, we value our relationship with Belvedere MUD, and strive to be good partners in all we do together. If any of your staff or board members have additional questions or concerns, please reach out to me with them.

Also attaching useful information about our TDS "Waste Wizard App" and a Flyer defining Bulky service.

See you on the 21<sup>st</sup>.

Thank you in advance for your consideration of this important request.

Sincerely,

Frankie Bates

Frankie Bates  
Mobile: 1 (512) 715-2084

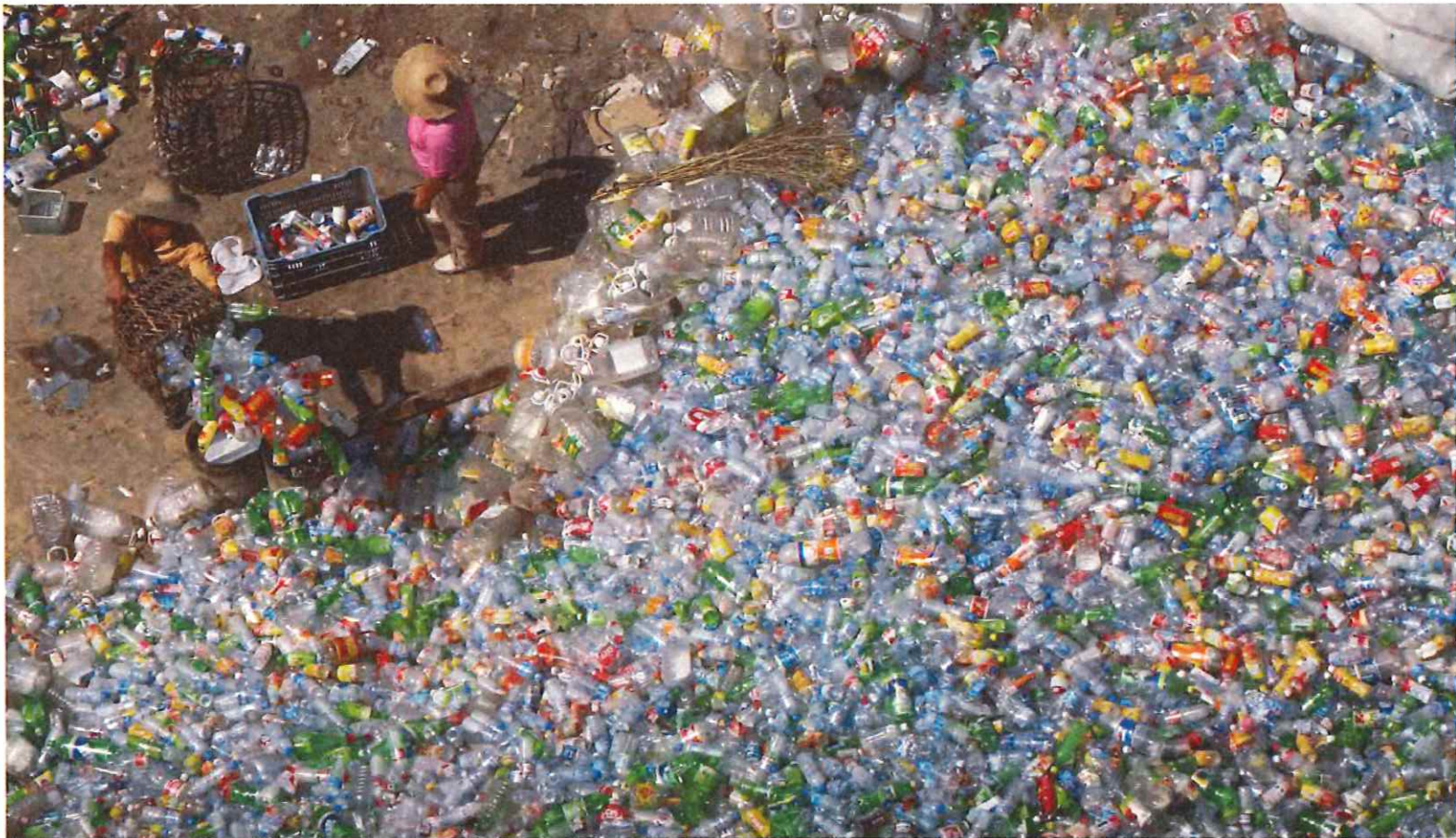


**Never miss your collection day again!**

Find your pick-up schedule and sync your calendars with our new Waste Wizard App. Find it in the Google Play and Apple App stores.

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify the system manager. Please note that any views or opinions presented in this email are solely those of the author and do not necessarily represent those of Texas Disposal Systems (TDS). Finally, the recipient should check this email and any attachments for the presence of viruses. TDS accepts no liability for any damage caused by any virus transmitted by this email.

# China's Changing Import Regulations— What Does It All Mean?



Brought to you by:



**Other resources of interest:**

[The China Conundrum](#)

[ISRI, NWRA, SWANA Respond to China's Finalized Contamination Standard](#)

[China's Import Regulations - What You Need to Know](#)

There's a new normal in the world of recycling. Once the largest importer of post-consumer recyclables, China decided it didn't want "foreign garbage" inundating its country anymore.

So, it instituted a waste import ban on 24 kinds of solid wastes in January 2018; a new contamination standard of 0.5 percent went into effect in March—and even more restrictions may be coming down the pike. Needless to say, it's a tough time for the U.S. recycling industry as it scrambles to find both short-term and long-term solutions.

As a stakeholder, what do you need to know about this new and evolving situation? Below, we've rounded up articles and other resources to help answer your most pressing questions.

In addition to providing key points from the linked articles, we've also interspersed takeaways from "China's Import Regulations - What you need to know," a session

filmed live at WasteExpo 2018 featuring the following speakers: Dylan de Thomas, vice president of industry collaboration, The Recycling Partnership; Mark Reiter, assistant vice president and chief lobbyist, Institute of Scrap Recycling Industries (ISRI); and Susan Robinson, director of public affairs, Waste Management. We're all in this together.

**What caused this sudden change to China's waste import regulations?**

In 2017, China notified the World Trade Organization (WTO) of its intent to forbid 24 kinds of solid wastes by the end of the year and to lower contamination thresholds. The rationale was to stop "foreign garbage" from inundating China, and the moves were characterized as environmentally driven.

Though the moves seemed sudden, de Thomas reminds us that trouble with the Chinese market has been brewing for some time.

It was around the turn of the 21st century when China started consuming recyclables in significant volumes from the U.S.—and it wanted these materials, even paying a premium. Slowly, however, materials recovery facilities (MRFs) started sending lower quality scrap and trash due to a lack of regulations.

As Chinese consumers were continuing to purchase these "dirty" materials, a media scandal erupted after photos were circulated of



“a 2016 documentary called “PLASTIC CHINA” garnered much attention and caused deep embarrassment to the Chinese government yet again.”

disgusting-looking paper bales coming from Europe. In response, the government pushed back and passed a solid waste law in 2008, which led to “Green Fence” (a customs enforcement protocol that took place during 2013), effectively resetting the quality level of what China would accept.

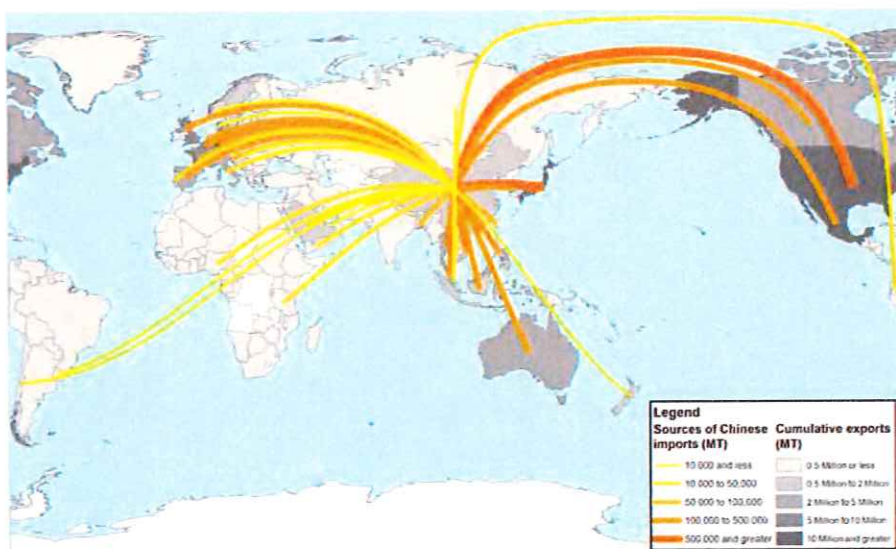
More recently, a 2016 documentary called “PLASTIC CHINA” garnered much attention and caused deep embarrassment to the Chinese government yet again. The film depicted the lives of two families who make a living recycling imported plastic waste. Ultimately, this film may have been the straw that broke the proverbial camel’s back—leading China President Xi Jinping to push for the current ban and emphasizing phrases like “Chinese dream” and “beautiful China” along with a desire for environmental improvement.

de Thomas says that this “still is a political issue just as it was in 2013.”

In response to the 2017 announcement that China would soon institute a ban and lower contamination thresholds, three major waste and recycling associations—the Solid Waste Association of North America (SWANA), the Institute of Scrap Recycling Industries (ISRI), and the National Waste & Recycling Association (NWRA)—submitted multiple filings and feedback regarding those intentions. They urged modifications and delays, but the Chinese pushed forward. The associations expressed their responses as below:

“SWANA is disappointed the Chinese government did not modify its waste import restrictions in response to the serious concerns raised by North American, European and Asian governmental authorities and associations. We support the efforts to improve the environment in China, but these extraordinary restrictions are already adversely impacting recycling programs throughout North America.”  
—David Biderman, executive director and CEO of SWANA.

“ISRI is very disappointed to see the Chinese government finalizing its Environmental Protection Control Standards ... We continue to be supportive of the Chinese government’s drive to improve the environment in China, but we continue to hope that such support can be realized through collaboration that achieves China’s environmental improvement goals without impairing





trade of high-quality, specification-grade scrap commodities required by China’s manufacturing sector.”

—Robin Wiener, president of ISRI.

“NWRA has always supported China’s efforts to improve its environment. However, we believe there are better ways to achieve those goals than to tighten restrictions on imported recyclables. We have said before that the 0.5 percent standard would be nearly impossible for our members to meet, and it could cause some short-term disruptions in the industry. However, it could also present opportunities as our members continue to adjust.” —Darrell Smith, president and CEO of NWRA.

SWANA, ISRI and NWRA have all pledged to continue following developments related to this issue and their impact on the industry—as well as to work closely with governments, stakeholders and the public and private sectors on education efforts and contamination reduction efforts.

**What exactly are “National Sword” and “Blue Sky 2018”?**

“National Sword” was an initiative that took place in 2017, which inspected Chinese recyclables processing facilities and shuttered many of the smaller ones.

We are now in the midst of “Blue Sky 2018,” scheduled to run March through December of 2018. China’s customs authority, the General Administration of Customs of the People’s Republic of China, has announced this period of special actions against foreign garbage smuggling.

Zhang Guangzhi, spokesperson for the General Administration of Customs, said that the organization is fully committed to “investigating a number of large-scale smuggling cases of wastes, eradicating a number of smuggling gangs and cutting off a number of smuggling routes and chains of rubbish, and resolutely blocking ‘foreign rubbish.’”

Though it’s impossible to know exactly what China is thinking, it is assumed that some of its ultimate goals with these programs are:

- A consolidation of recycling facilities into “Eco-Parks”
- Larger, cleaner, better-regulated facilities
- To bolster its own domestic markets

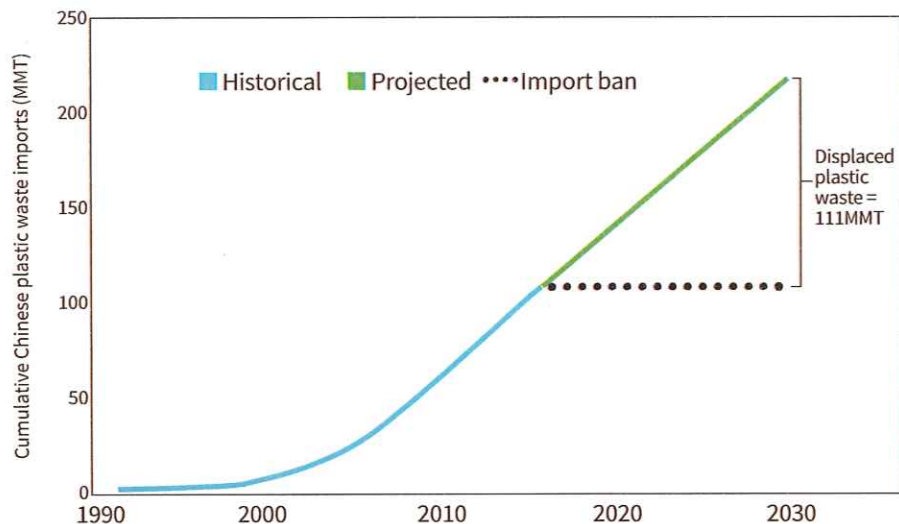
Consequently, due to all of the new regulations, U.S. exporters are seeing more inspections at ports both here

**Other resources of interest:**

[Chinese Customs Authority Launches “Blue Sky 2018”](#)

[How National Sword is Upending Exports](#)

[Impressions and Insights from WasteExpo 2018](#)



**Other resources of interest:**

[The China Conundrum](#)

[SWANA Provides Update on How China's Waste Import Restrictions are Impacting Recycling Programs](#)

[Industry Builds the Future of Recycling Amid China Ban Woes](#)

[China: One Year On](#)

and in China, as well as rejected loads.

**What is the magnitude of the impact on the U.S. recycling industry?**

ISRI put the U.S.' total scrap export market to China at \$5.6 billion last year. And from West Coast ports, recyclables export (mostly to China) was the single biggest export—24 percent of the total. Needless to say, a number of states and localities are in a bind.

There has thus far been a lack of other markets for some of these materials, which has depressed their costs and resulted in them being stockpiled or sent to the landfill. “Without action from the federal government, this could shake public confidence in recycling and create long-term consequences,” said Smith.

One other illustration: in 2016, China consumed 28.5 million tons of paper, more than 13 million of which

is now banned. That means there are more than 13 million tons of paper on the global market looking for a place to go. Between the banned material and the 0.5 percent contamination standard, there is an oversupply of paper and a demand for higher quality product at a lower price point.

**What are some of the biggest challenges for recyclers in the U.S.?**

Mark Reiter, assistant vice president and chief lobbyist at ISRI, categorizes the main challenges as below:

- Meeting strict quality standards
- Inspection inconsistencies
- Market competition from China

Robinson adds that:

- Supply is inelastic, producing an unfortunate mismatch between supply and demand. MRFs are expected to recycle curbside materials regardless of end markets, which is obviously presenting challenges at the moment.
- Consumers, whether they are aware of these new regulations or not, expect whatever they put into their recycling carts to be recycled—and, they expect the service to be “free.”

**What have been some specific effects of the ban so far?**

*Waste Dive* has been tracking the effects of China's scrap import policies across the U.S. since 2017, offering a



**Other resources of interest:**

[What Chinese Import Policies Mean for All 50 States](#)

[Recyclables in Seattle are Being Landfilled Due to China's Restrictions](#)

[Waste Management Feels Impact of China's Contamination Standard, Import Ban in Q1 2018](#)

state-by-state breakdown and updates on its website. On the whole, Southern states are feeling the least effect; Western states the most.

For instance, hundreds of tons of mixed paper recyclables in the greater Seattle area are being sent to landfills. And Republic Services, which processes the recyclables from Seattle and other surrounding cities, is seeking permission to send even more.

Biderman reminds us of the overall significance of the changes: "A year ago, more than 200,000 tons of mixed paper and about 75,000 tons of scrap plastics were sent to China, and now, in the first quarter of 2018, nearly zero tons were sent due to the new restrictions."

**What can municipalities and recyclers do?**

Robinson advises that this is the beginning of "the next recycling

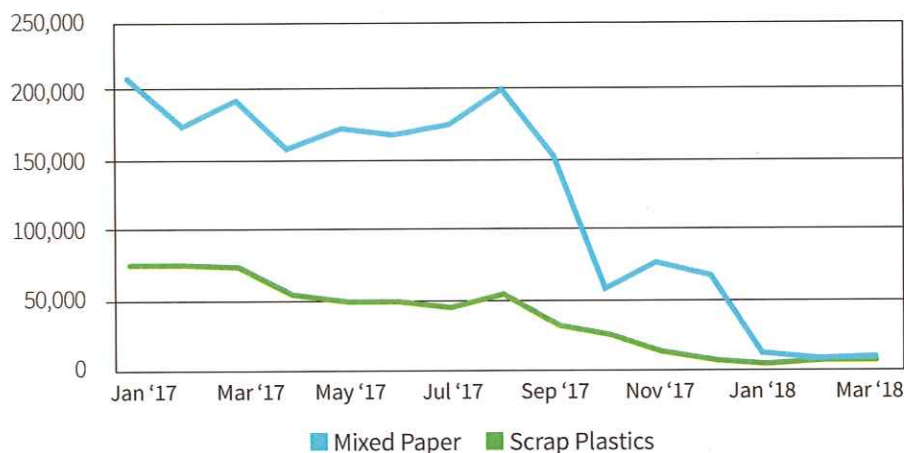
industry." In light of the current ban and regulations, and the fact that China intends to phase out imports of all recyclables by 2021, she urges the following actions:

- Work on quality; partner with local stakeholders; look for solutions.
- Remember why we recycle—not to divert the material but to "create a valuable product that offsets the use of virgin resources."
- Create programs that prioritize actions for the greatest environmental good for the long run.
- Educate residents and businesses to "recycle right," not just "recycle often." We have to reduce confusion on the part of people using recycling containers and services.

The National Recycling Coalition (NRC) elaborates that, "Residents may be unsure about what can and cannot be recycled, and cities and companies don't all accept the same materials for recycling. This confusion often leads to 'wishful recycling' from residents and business that want to do the right thing, but this concept actually hurts the economy and environment more than anything because it can mix a dirty product in with a clean, recyclable product, resulting in contamination."

From Biderman's perspective: "In the short term, we need to prioritize education, update technology in MRFs, identify new markets for

**U.S. Exports to China of Scrap Plastics & Mixed Paper**



**Other resources of interest:**

[NRC Calls for U.S. Recycling Improvements Amid China Crackdown](#)

[Industry Associations Respond to China's Expanded Waste Import Ban](#)

[Thailand Temporarily Halts Imports of Plastic Waste, E-waste](#)

[Could Standardized Recycling Labels Be the Solution to Overcoming the Industry's China Ban Woes?](#)

materials and be more transparent about costs associated with recycling as well as the revenue that's generated from the sale of recyclable material.”

For tools, webinars and further resources, visit [RecyclingPartnership.org](#). The organization also provides infrastructure grants and consulting for communities to better their recycling programs.

**What are some of the longer-term implications for recycling operations in the U.S.?**

NRC has recently explained that the recent moves from China have shined a light on the United States' poor recycling efforts—and that citizens can no longer pretend that waste diversion equals recycling. It is calling for the U.S. to improve these efforts as soon as possible.

Toward that end, Recycle Across America, a nonprofit dedicated to expediting environmental progress

and helping people understand the importance of recycling, is pushing for society-wide standardized labels on recycling bins.

“Around 2009, contamination was such a large issue, and China was already starting to warn the U.S. about the importance of keeping its recyclables clean,” noted Mitch Hedlund, founder and executive director of Recycle Across America. “Fast-forward to 2013, and China officially warns the U.S. with its Green Fence policy to restrict the amount of recyclables it would buy from the U.S. until the country cleans up the materials. Nothing was done about it, so now, in 2018, China is banning certain materials, which is causing everyone to finally wake up about this issue.”

NRC is calling for every aspect of the industry to work together, and it's working through collaboratives, its series of Market Development Workshops and Quarterly Market Calls to take the necessary steps to turn recycling into an industry with quality products.

On top of the existing problems and bans, China's Ministry of Ecology and Environment (MEE) says more changes are coming. Sixteen types of solid waste, including compressed car scraps and scrapped ships, will be banned from import beginning December 31, 2018, and another 16 types, including stainless-steel scraps, will be banned beginning December 31, 2019.



**Other resources of interest:**

**NRC Calls for U.S. Recycling Improvements Amid China Crackdown**

**ISRI Advocacy Delivers for Recyclers in Latest Tariff Measures**

**Vietnam Temporarily Suspends Scrap Plastic Imports**

“The announcement serves as a timely reminder that no one should be expecting China to roll back the recently implemented waste import restrictions, and that we need to support domestic, job-creating recycling markets here in the U.S.,” said Biderman.

Wiener also commented on the announcement: “The Chinese government’s announcement will have an impact on more than 676,000 metric tons, worth about \$278 million, in U.S. scrap commodity exports to China in the first year and another 85,000 metric tons worth more than \$117 million in the second year. Although we anticipated more import restrictions would be announced, we remain concerned about the effect these policies have on the global supply chain of environmentally friendly,

energy-saving scrap commodities and will instead promote an increased use of virgin materials in China, offsetting the government’s intent to protect the environment.”

**Are there any silver linings?**

Despite the array of both short- and longer-term challenges, the Chinese import ban does give U.S. recyclers the chance, and imperative, to clean up their act as well as get innovative and creative.

Among the opportunities that are presenting themselves:

- Growth for companies that will consume plastics
- A chance to invest in domestic processing capacity for plastics
- Opportunities to sell into India, Canada, Mexico and Southeast Asia

We need to find more uses for our materials, both domestically and abroad. And make sure the materials are of the highest possible quality.

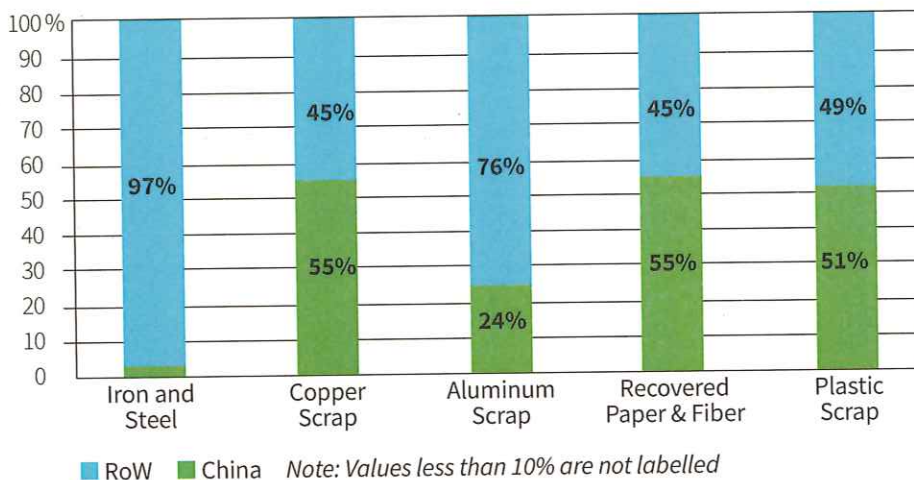
**How does the recent talk of tariffs and the escalating trade war impact all of this?**

The bottom line is that, “We are in the midst of global uncertainty when it comes to trade policies impacting the recycling industry,” said Wiener.

**What’s next?**

As we’ve witnessed, and in the words of Leone Young, principal of LTY ERC, LLC, “China is not bluffing.”

**Mainland China’s Share of Global Imports for Selected Recycled Comodities, 2016**



Source: UN Comtrade Database

**Other resources of interest:**

**Why Your Recycling May End Up in Landfills**

**China Stops Buying the World's Trash, Leaving 120 Million Tons Up for Grabs**

**SWANA Provides Update on How China's Waste Import Restrictions are Impacting Recycling Programs**

**The China Conundrum**

The recycling industry has to face this new normal head on, work together, improve its processes and capabilities, educate customers and find new markets for its materials. Many advocates hope the recent changes will force more domestic recycled product markets to develop, but this will take time.

Hopefully, and ultimately, a challenge like this encourages our smartest and most innovative companies to find solutions and see the possibilities in this crisis.

As noted by Jim Fish, president and CEO of Waste Management, "... We simply cannot continue with the model in its current state." Municipalities and recyclers that are able to quickly adapt will set themselves up for success.

Concludes Robinson: "As the cost of recycling increases, maybe we should start focusing more on upstream recycling, which is really where we get the most environmental benefits.

Recycling is one tool in the toolbox to achieve the goal of improving the environment, and we need to focus on recycling correctly ... By bettering our education efforts and improving the quality of materials, we can maneuver through this market challenge and create a better future for recycling."●

**Visit [Waste360.com](http://Waste360.com) for continuing coverage of this important topic.**





## INVESTIGATIONS

# 'That's just wrong', City caught dumping more recyclables at landfills

*Houston Mayor Sylvester Turner has launched an internal audit after initially blaming a rogue employee. But KHOU found over 100 more cases since January.*

Author: Jeremy Rogalski

June 5, 2019

City of Houston solid waste drivers have dumped recyclable materials at local landfills at least 100 times since the first of the year, according to records obtained by KHOU 11 Investigates.

The policy violations come after our cameras captured a city truck on Earth Day mixing green recycling bins together with black trash bins filled with garbage. In that instance, Mayor Sylvester Turner initially blamed a rogue employee for not following the rules. But a paper trail of daily logs reveals an emerging pattern of hauling recyclables to the dump rather than a processing center.

Solid Waste Management Department drivers are required to fill out a "daily collection data form," a daily log of the routes they serviced, the type of waste collected and the disposal site.

In 105 cases since Jan. 1, those records show a recycling load or partial load was taken to directly to the landfill or a transfer station that ultimately ends up at the landfill.

KHOU 11 Investigates is still waiting on about 12,000 documents requested under Texas open records laws, so the number of botched recycling loads is likely to increase once the city produces more records.

"That's just wrong, there's no two ways about it," said Houston City Council Member Brenda Stardig, who represents District A. "If we're misleading the public and saying we're taking it to recycling and it's going to the landfill, I think people should be outraged."

Council Member Michael Kubosh shared her concern.

"Sounds like we have a big problem and I'm wondering why," he said.

Kubosh said he suspects city supervisors are at the root of the problem, not just drivers running afoul of recycling rules.

“Why would a driver do this on his own accord? He has got to be getting instruction from somebody else, to take it to the landfill,” Kubosh said.

Mayor Turner said there’s an internal audit underway that will help answer those questions. Turner said the probe has not revealed any recycling violations since Earth Day on April 22 when KHOU 11 Investigates first exposed the problem. Turner said he expects that audit will be completed within 30-45 days.

“The policy of the city is that you don’t take any recyclables to landfills,” he said.

The policy violations fall under the watch of Solid Waste Department Director Harry Hayes, who said the internal audit will include a document review and interviews of employees to find out who made the decisions and why.

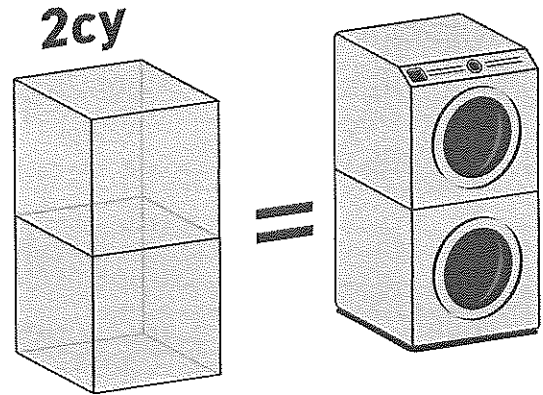
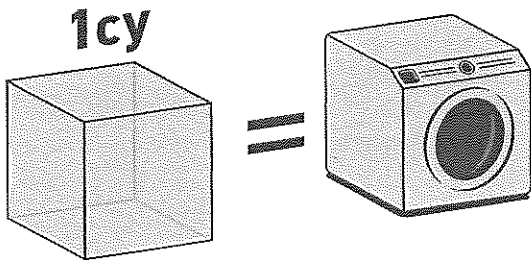
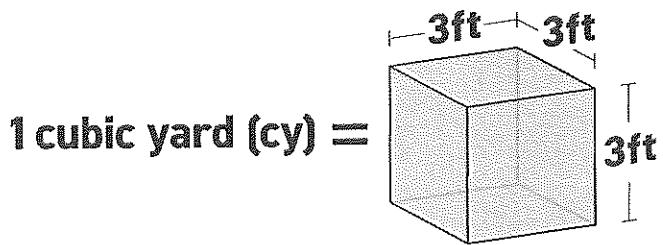
“Let me just say this, ultimately the mayor and the council hold me accountable for this, and I take full responsibility for everything that has occurred,” Hayes said.

With that responsibility, Hayes conceded, comes consequences, too.

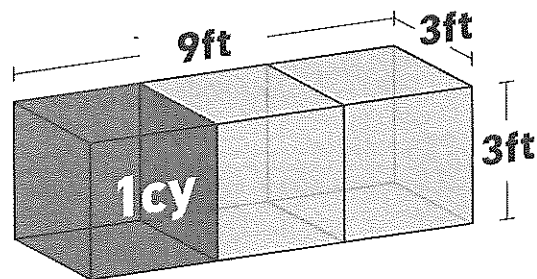
“As we find things that have gone wrong, they will be corrected and the appropriate individuals, up to and including myself, will be held accountable,” Hayes said.



# Visual Representation of Three (3) Cubic Yards



**3 cubic yards**  
(approx. 3 washers)

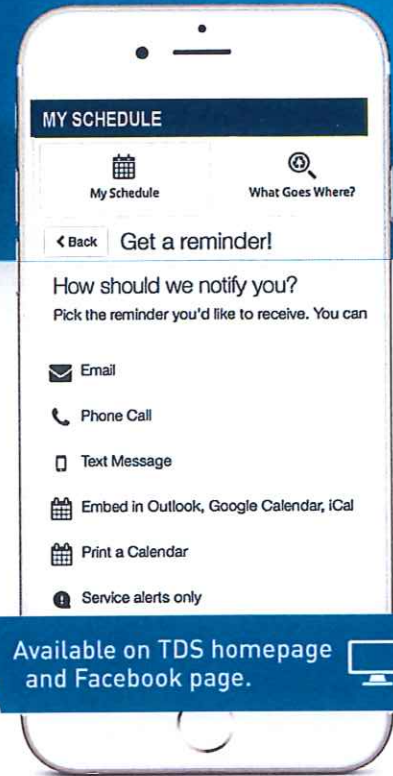


TDS will service within limits and guidelines; anything outside of these limits will not be serviced.  
Please call us at (800) 375-8375 to schedule a bulky pickup or for more details regarding what items can be placed on the curb for collection.



# Waste Wizard

## Customized information tool for residential customers



Available on TDS homepage and Facebook page.

The Waste Wizard tool is the newest way Texas Disposal Systems (TDS) educates and partners with local communities about recycling resources. By using a digital format, the Waste Wizard tool reduces day-to-day hassle, improves residential satisfaction, and provides ease of mind to all residential managers.

Available on both TDS' website and Facebook page, as well as embeddable on neighborhood webpages, the Waste Wizard tool allows customers to stay up-to-date on all of their services. It also provides information about waste sorting and service alerts, and even features a kid-friendly interactive game.

With the tool, TDS is able to increase awareness with residents, improve recycling in communities, and significantly reduce paper consumption.

### NOTIFICATIONS

Residential customers can sign up for collection day reminders via email, phone call or text message through the Waste Wizard. Customers can also sync their schedule to their digital calendar or mobile device, ensuring they'll never forget their collection day.

In addition to collection schedules, residential customers can be notified of any service interruptions. The Service Alerts feature informs customers in real-time of any disruptions, such as delays or rescheduled service due to inclement weather or route issues.

### WHAT GOES WHERE?



The "What Goes Where" function in the Waste Wizard ensures residents know what is and is not recyclable. The feature confirms which waste stream just about any item should be placed in, and offers solutions for items that TDS does not accept.

The "What Goes Where" tool reduces stress on managers, minimizes recycling contamination, and increases recycling rates with customers.

### WASTE SORTING GAME



The Waste Wizard tool also features a Waste Sorting Game – "Eco Sort" – which teaches proper disposal techniques. The game allows residents of all ages to complete in multiple levels of waste sorting, build their own virtual park and print a certificate of completion.

Try the Waste Wizard today at [texasdisposal.com](http://texasdisposal.com) or [facebook.com/texasdisposalsystems](https://facebook.com/texasdisposalsystems).



## TEXAS DISPOSAL SYSTEMS

800.375.8375 | [TexasDisposal.com](http://TexasDisposal.com)

David, my initial read of this is a change to the Belvedere MUD contract with TDS. Are other MUDS like ours going through this change as well?

I will need your advice and thoughts on adding to June board meeting agenda.

Regards,  
Jim

Jim Koerner  
+ 1 512-779-1418

On May 23, 2022, at 5:27 PM, Megan Maedgen  
<[Megan.Maedgen@fsresidential.com](mailto:Megan.Maedgen@fsresidential.com)> wrote:

Hi Jim,  
See below.



**MEGAN MAEDGEN**  
Belvedere General Manager  
Direct 512.264.0560

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**From:** Frankie Bates <[fbates@texasdisposal.com](mailto:fbates@texasdisposal.com)>  
**Sent:** Monday, May 23, 2022 5:14 PM  
**To:** Megan Maedgen <[Megan.Maedgen@fsresidential.com](mailto:Megan.Maedgen@fsresidential.com)>  
**Subject:** RE: Belvedere MUD Contract Review & Addition of CAF and Mattress Fees

Afternoon Megan,

Thanks for your patience in allowing me to research the answer to your question. When your Board approves our recommendations, I feel all necessary paper work can be ready for signature and the new agreement be effective July 1<sup>st</sup>, 2022. If there is any delay we can start it August 1<sup>st</sup>

Thank you for your help.

Frankie

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**From:** Megan Maedgen <[Megan.Maedgen@fsresidential.com](mailto:Megan.Maedgen@fsresidential.com)>  
**Sent:** Friday, May 20, 2022 2:10 PM

**To:** Frankie Bates <[fbates@texasdisposal.com](mailto:fbates@texasdisposal.com)>  
**Cc:** Ja-Mar Prince <[jprince@texasdisposal.com](mailto:jprince@texasdisposal.com)>; Cynthia Magallanez <[cmagallanez@texasdisposal.com](mailto:cmagallanez@texasdisposal.com)>; Jim Koerner <[jimkoerner@ymail.com](mailto:jimkoerner@ymail.com)>  
**Subject:** RE: Belvedere MUD Contract Review & Addition of CAF and Mattress Fees

**CAUTION:** This email originated from outside of TDS. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Frankie,  
Once you have the approval to proceed, when would this take place? I believe this is something the MUD will need to discuss in their next MUD meeting, which is June 21<sup>st</sup>.

I have copied Jim Koerner, MUD President, on this email also.

Thank you,



**MEGAN MAEDGEN**  
Belvedere General Manager  
Direct 512.264.0560

---

**From:** Frankie Bates <[fbates@texasdisposal.com](mailto:fbates@texasdisposal.com)>  
**Sent:** Friday, May 20, 2022 11:51 AM  
**To:** Megan Maedgen <[Megan.Maedgen@fsresidential.com](mailto:Megan.Maedgen@fsresidential.com)>  
**Cc:** Ja-Mar Prince <[jprince@texasdisposal.com](mailto:jprince@texasdisposal.com)>; Cynthia Magallanez <[cmagallanez@texasdisposal.com](mailto:cmagallanez@texasdisposal.com)>  
**Subject:** RE: Belvedere MUD Contract Review & Addition of CAF and Mattress Fees

Thank you Megan,

Other than the approval to proceed I think that everything has been addressed. I appreciate the opportunity to serve you all.

Have a good weekend.

Frankie

---

**From:** Megan Maedgen <[Megan.Maedgen@fsresidential.com](mailto:Megan.Maedgen@fsresidential.com)>  
**Sent:** Friday, May 20, 2022 11:30 AM  
**To:** Frankie Bates <[fbates@texasdisposal.com](mailto:fbates@texasdisposal.com)>  
**Cc:** Ja-Mar Prince <[jprince@texasdisposal.com](mailto:jprince@texasdisposal.com)>; Cynthia Magallanez <[cmagallanez@texasdisposal.com](mailto:cmagallanez@texasdisposal.com)>  
**Subject:** RE: Belvedere MUD Contract Review & Addition of CAF and Mattress Fees

Find your pick-up schedule and sync your calendars with our new Waste Wizard App. Find it in the [Google Play](#) and [Apple App](#) stores.

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify the system manager. Please note that any views or opinions presented in this email are solely those of the author and do not necessarily represent those of Texas Disposal Systems (TDS). Finally, the recipient should check this email and any attachments for the presence of viruses. TDS accepts no liability for any damage caused by any virus transmitted by this email.

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

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

Presented By

**TEXAS DISPOSAL SYSTEMS, INC.**

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

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

Effective  
January 1, 2020

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CONTRACT

(To provide Refuse Collection and Disposal and Single Stream Recycling Services)

THIS CONTRACT is made and entered into on this 1st day of January 2020, by and between Belvedere Municipal Utility District, of the State of Texas, (hereinafter called "the District"), and Texas Disposal Systems, Inc. (hereinafter called "the Contractor").

WITNESSETH:

In consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

1. EXCLUSIVE AGREEMENT

The Contractor is hereby granted the sole exclusive and mandatory contract, license and privilege to use the public streets, alleys, and thoroughfares within the territorial jurisdiction of the District to collect and dispose of solid waste and refuse and provide recycling services; and shall furnish all personnel, labor, equipment, trucks, landfill, and all other items necessary to provide residential collection, removal, and disposal services, as specified, and to perform all work called for and described in the Contract Documents.

2. MANDATORY SERVICE

It is understood the District has the authority to ensure that solid waste management services are provided to all persons in its jurisdiction. The Contractor shall provide services in compliance with the Contract.

The Contractor shall provide not less than acceptable solid waste collection service to each occupied residential unit, utilizing acceptable containers, in the Contract area. Each occupied residential unit within the Contract area shall be automatically enrolled and shall become a subscriber to this service upon enactment of this Contract. The District shall, when requested, furnish the Contractor with a list of all District customers located within the Contract area.

3. SCOPE OF WORK

The work under this Contract shall consist of the items contained in this document, including all the supervision, material, equipment, labor and all other items necessary to complete said work in accordance with the Contract Documents.



4. TYPE OF COLLECTION

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

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

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

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

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

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

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

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

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

- 4.3 Special Collection - The Contractor shall arrange to provide special collection to those individuals with demonstrated disabilities requiring "homeside collection".

Employees of the Contractor shall not be required to expose themselves to vicious animals in order to collect Refuse and Recycling.

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

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

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

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

- 4.5 Added Value Services – Additional valued TDS products and services are available based on geographical location. Some of these products or services include trees, brush grinding, soil, compost, mulch and portable toilets. All pricing will be available upon request. See “Attachment B” for details.
- 4.6 Hours of Operation – Collection of Residential Refuse shall be serviced from 7:00 AM to 7:00 PM on the same day. Exceptions to collection hours shall be effected only upon the mutual agreement of the District and the Contractor, or when the Contractor reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.
- 4.7 Holidays – The following shall be holidays for purposes of this Contract:

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

The Contractor may decide to observe any or all of the above mentioned holidays by suspension of collection service on the holiday. Should Contractor observe a holiday, Contractor may for the remainder of the calendar week provide

Collection service to Customers one (1) day after their normal Collection day including Saturday if necessary.

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

Performance standards shall include:

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

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

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

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

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

- 4.10 Routes of Collection – The Contractor will establish collection routes. The Contractor may from time to time propose to the District for approval changes in routes or days of collection, which approval shall not be unreasonably withheld. Upon the District's approval of the proposed changes, the Contractor shall promptly give notice to the affected customers at the Contractor's expense.
- 4.11 Collection Equipment – The Contractor shall provide an adequate number of vehicles for regular collection services. All vehicles and other equipment shall be kept in good repair, appearance and in a sanitary condition at all times. Each vehicle shall have the identity of the Contractor clearly visible on each side.
- 4.12 Hauling – All Refuse hauled by the Contractor shall be so contained, tied or enclosed so that leaking, spilling or blowing are minimized.
- 4.13 Disposal – All Refuse collected for disposal-by the Contractor shall be hauled to a legally permitted disposal site.

5. CUSTOMER RELATIONS

- 5.1 Office – The Contractor shall maintain an office or such other facilities through which they can be contacted. It shall be equipped with sufficient telephones and shall have a responsible person in charge from 8:00 am to 5:00 pm Monday through Friday. The telephone number of the office shall be prominently displayed on all of the Contractor's containers, carts, and trucks used in the community.
- 5.2 Point of Contact – Contact regarding legal issues shall be expressly between the Contractor and the District or its designated representative.
- 5.3 Reporting of New or Cancelled Accounts – The District shall via telefax or email provide the Contractor with an as needed written list of any Customers who have initiated or terminated service according to the District records. The Contractor will notify the District of any customers that have requested initiation or termination of Refuse collection service and are not reflected on the written lists provided by the District. Any Resident that contacts the Contractor to request initiation or termination will be redirected to the District.
- 5.4 Delinquent and Closed Accounts – The Contractor shall discontinue collection services for any customer as set forth in a written notice sent to it by the District. Upon further notification by the District, the Contractor will resume collection on the next regularly scheduled collection day. To the extent of the District's liability under applicable law, the District will indemnify and hold the Contractor harmless

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

- 5.5 Auditing of Customers – On an as needed basis, at a time mutually agreeable to the District and the Contractor, the Contractor will provide the District with billing audits which will compare units being billed versus units serviced to make certain that customer billing is accurate. When the Contractor identifies units that are being serviced and are not being billed, the Contractor will provide the addresses of the units to the District as well as the type of service being provided and the date such service began or ended. The District will have sixty (60) working days to verify the list and provide a response to the Contractor. The District may ask for an extension as necessary to complete the audit process. Units not being billed in error will be added to the billing. Units that should not be billed will be returned to the Contractor with the reason for not being added to the billing. Units not added will be removed from service.
- 5.6 Complaints – All complaints shall be made directly to the Contractor and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Contractor shall investigate and if such allegations are verified, the Contractor shall arrange for the collection of the Refuse not collected within two (2) business days after the complaint is received.

## 6. TERMS OF CONTRACT

- 6.1 Effective Date – This Contract and performance of such Contract shall begin on January 1, 2020. All annual rate adjustments will follow "Attachment A".
- 6.2 Start Date – Services may begin as late as sixty (60) days after the date this Contract is signed by both parties, but not before the effective date, based on availability of containers and delivery.
- 6.3 Term of Contract – The Contract shall be for a ten (10) year period beginning upon the effective date of the Contract and ending ten (10) year(s) thereafter. The initial term of the Contract shall automatically be extended for successive additional ten (10) year terms unless either party notifies the other party in writing, not less than ninety (90) days prior to the expiration of the initial term or of any successive renewal term, of its intentions to terminate this Contract. Any

such written notice shall be served by certified or registered mail, return receipt requested.

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

such material the Contractor agrees to collect or haul. The Contractor will be responsible for billing and collecting for these services.

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

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

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

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

## 7. INSURANCE

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

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

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

8. BASIS AND METHOD OF PAYMENT

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

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

8.2 Modification to rates

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



State or Local government. The Contractor shall furnish the District with calculations showing the basis for any such adjustment at least sixty (60) days before implementation.

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

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

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

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

## 9. NOTIFICATIONS

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

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

1) Route Changes – The Contractor shall give notice to the affected customers at the Contractor's expense.

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

10. MARKETING

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

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

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

11. RIGHTS OF THE CONTRACTOR

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

12. RIGHTS OF THE DISTRICT

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

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

13. AMENDMENTS

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

14. FORCE MAJEURE

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

15. SEVERABILITY AND VENUE

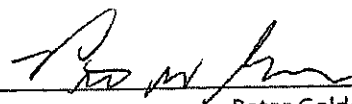
In the event that any provision or portion thereof of the Contract Documents shall be found to be invalid or unenforceable, then such provisions or portion thereof shall be reformed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of the Contract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

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

Dated this 17<sup>th</sup> day of March, 2020.

ATTESTED HEREUNTO:

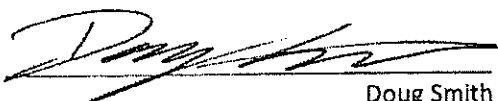
Belvedere Municipal Utility District  
Travis County, Texas

By:   
Peter Golde, President  
Board of Directors

Dated: March 17, 2020

ATTESTED HEREUNTO:

Texas Disposal Systems, Inc.

By:   
Doug Smith  
Municipal Account Representative

Dated: 3/17/2020

**ATTACHMENT A**

**RATE SHEET**

Belvedere Municipal Utility District

Curbside Residential Refuse Collection

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

Curbside Single Stream Recycling

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

Curbside Bulky/Pickup

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

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

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

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

Residential Rate

Description	Effective Date	Year 2	Year 3	Year 4	Year 5
	01/01/2020	01/01/2021	01/01/2022	01/01/2023	01/01/2024
Refuse and Recycle	\$21.95	\$22.61	\$23.29	\$23.99	\$24.71
Extra Cart	\$5.00	\$5.15	\$5.30	\$5.46	\$5.63
Description	Year 6	Year 7	Year 8	Year 9	Year 10
	01/01/2025	01/01/2026	01/01/2027	01/01/2028	01/01/2029
Refuse and Recycle	\$25.45	\$26.21	\$27.00	\$27.81	\$28.64
Extra Cart	\$5.80	\$5.97	\$6.15	\$6.33	\$6.52

# WASTE MANAGEMENT SOLUTIONS

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

## EXCAVATION

### EXCAVATION:

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

## SOIL, COMPOST and Mulch:

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

## SOURCE SEPARATION of MATERIALS ON-SITE

Including concrete, wood, metal, sheetrock and brush.

## TREES

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

## CONCRETE and DEMOLITION RECYCLING

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

## HAUL & DUMPING

We can haul and dump on your site and manage the entire process from load-up to the dump, so you know where to find the maximum use of profit.

## HAULING

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

## EROSION CONTROL

We offer the best in recycled, putty-edge alternatives for erosion control, including geotextile blankets and silt fences.

## ROLL-OFF DUMPSTERS

With roll-off and professional service, we work around your schedule and specific needs.

## PORTABLE RESTROOMS

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

## ATTACHMENT C

### DEFINITIONS

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

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



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

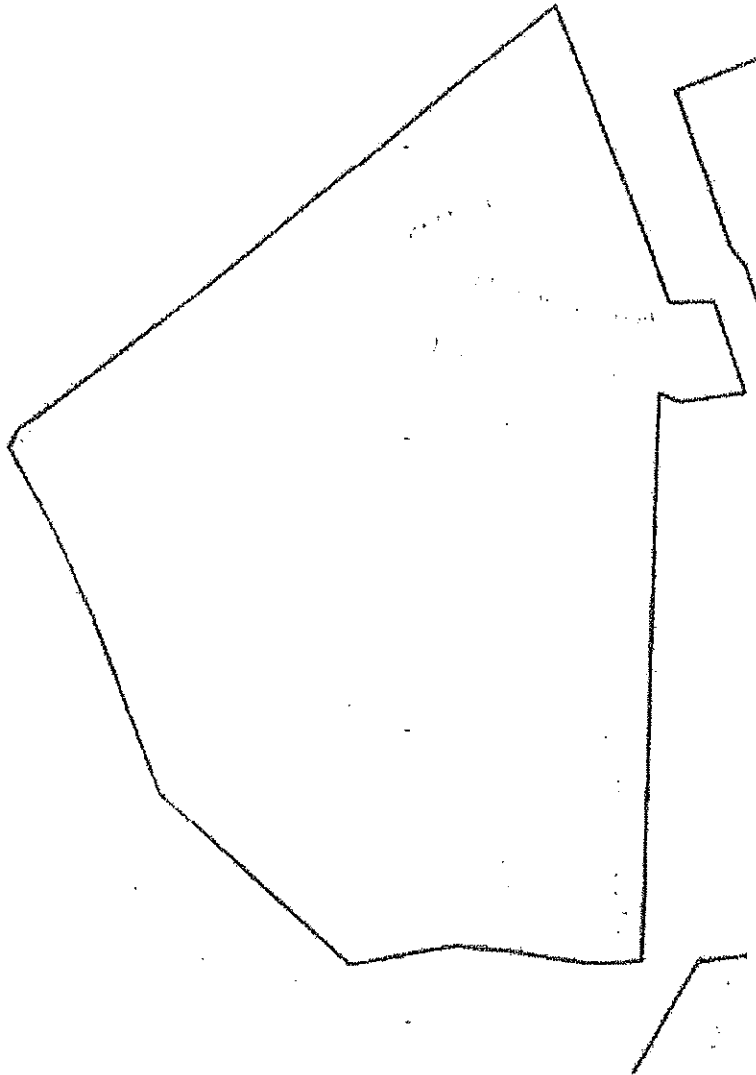
26. Industrial Refuse -- All non-hazardous waste materials that are a by-product or generated from a manufacturing process.
27. Industrial Unit -- All manufacturing customers whose solid wastes are (i) compacted by industrial sized compactors and stored in containers for hauling to the disposal site,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

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

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

ATTACHMENT D -

DISTRICT MAP



Belvedere Municipal Utility District

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# BELVEDERE MUNICIPAL UTILITY DISTRICT DATA SHEET

As of June 21, 2022

**Created:** By order of the Texas Commission on Environmental Quality on November 30, 2005

**Board of Directors:**

James P. Koerner	President (2022-2026)
Ronald J. Ubertini	Vice President (2020-2024)
Kim J. Clifford	Secretary (2020-2024)
Keri Parker	Assistant Secretary (2022–2026)
Peter W. Golde	(2022-2026)

**District Consultants:**

Tax Appraisal:	Travis Central Appraisal District
Tax Assessor/Collector:	Travis County Tax Assessor/Collector
District Engineer:	Quiddity Engineering LLC
Auditor:	West, Davis & Company LLP, Certified Public Accountant
Bond Counsel:	McCall Parkhurst & Horton
Financial Adviser:	Specialized Public Finance Inc.
General Counsel:	Lloyd Gosselink Rochelle Townsend P.C.
Special Tax Counsel:	Bracewell LLP
Bookkeeping:	Montoya & Monzingo, LLP

**Bonds:**

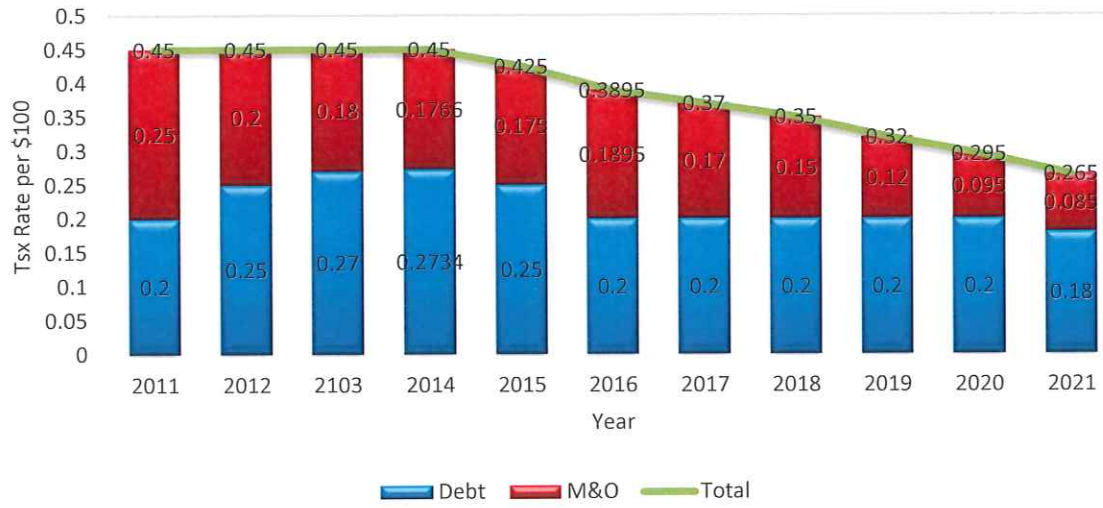
Authorized:	\$7,920,000
Issued:	\$6,490,000 (*excluding refunding bonds issued)

Outstanding (as of September 30, 2021):

<u>Issue</u>	<u>Original Issue Amount</u>	<u>Final Maturity</u>	<u>Interest Rates</u>	<u>Outstanding</u>
Series 2010	\$2,350,000	2030	4.00-5.70%	\$0
Series 2011	\$1,920,000	2036	4.25-5.00%	\$0
Series 2016	\$1,000,000	2039	2.00-3.50%	\$890,000
Series 2016R*	\$3,570,000	2036	3.00-4.00%	\$3,080,000
Series 2018	\$1,220,000	2038	2.50-3.25%	\$1,035,000

\*This is a refunding bond and not additional debt

## Belvedere MUD Tax Rate History 2011-2021



**2021 Tax Rate:**           \$0.2650/\$100 property valuation  
                                  (\$0.18 debt + \$0.085 maintenance & operations)



8

MINUTES OF MEETING  
OF  
BOARD OF DIRECTORS

THE STATE OF TEXAS	§
	§
COUNTY OF TRAVIS	§
	§
BELVEDERE MUNICIPAL UTILITY DISTRICT	§

A regular meeting of the Board of Directors of Belvedere Municipal Utility District (the “District”) was held on May 16, 2022, in accordance with the duly posted notice of said meeting. The roll was called of the members of the Board of Directors (“Board”), to-wit:

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

All of the above-referenced members of the Board were present thus constituting a quorum of the Board. All Directors in attendance voted on all matters that came before the Board. Cathy Mitchell with Quiddity; David Klein, attorney, and Fred Castro, paralegal, with Lloyd Gosselink Rochelle & Townsend, P.C. (“Lloyd Gosselink”); and Mark Greene with the Belvedere Homeowners Association (“HOA”) were also present.

Director Golde called the meeting to order at 6:00 p.m. and announced the Board would first take action concerning the qualifying of newly elected directors. Directors Golde and Koerner recited their Statements of Officer and Oaths of Office administered by Mr. Castro, a Notary Public.

Director Golde stated that the Board would next consider the appointment of a new director to fill the director vacancy on the Board. Mr. Klein stated that a vacancy existed on the Board of Directors as a result of only two candidates seeking election for the three open directorships. Mr. Castro advised that Ms. Keri Parker had been identified and fully vetted as a candidate to fill the vacancy. Mr. Klein opined that no further due diligence need be pursued by the Board prior to considering the appointment of Ms. Parker as a director. **After discussion, upon motion by Director Koerner, seconded by Director Clifford, and unanimously carried, the Board appointed Keri Parker to fill the director vacancy.** Mr. Castro stated that due to a previous engagement, Ms. Parker was unable to attend the meeting. Mr. Klein stated that an item to qualify the newly appointed director would be placed on the Board’s next meeting agenda.

The next item to come before the Board was to take action concerning the election of officers. **After discussion, upon motion by Director Koerner, seconded by Director Clifford, and unanimously carried, the Board elected the following slate of officers:**

<b>James Koerner</b>	<b>President</b>
----------------------	------------------

<b>Ronald Ubertini</b>	<b>Vice President</b>
<b>Kim Clifford</b>	<b>Secretary</b>
<b>Peter Golde</b>	<b>Assistant Secretary</b>
<b>Keri Parker</b>	<b>Assistant Secretary</b>

The next item to come before the Board was to receive public comment. No comments from the general public were received by the Board.

Next, Director Golde announced the Board would take action concerning the approval of the minutes of the March 15, 2022 regular meeting. **After discussion, upon motion by Director Koerner, seconded by Director Ubertini, and unanimously carried by the Directors present, the Board approved the minutes of the January 18, 2022 regular meeting, as presented, attached hereto as Exhibit A.**

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 Homeowners Association, Inc. (the "HOA") under the Joint Use and Maintenance Agreement. Director Koerner presented the Bookkeeper's Report and Quarterly Investment Report, attached as Exhibit B. Director Koerner stated that the Bookkeeper's Report included a list of invoices paid since the Board's last meeting and requested that the Board ratify the payment of these invoices. **After discussion, upon motion by Director Clifford, seconded by Director Ubertini, and unanimously carried by the Directors present, the Board ratified the payment of the invoices paid since the Board's last meeting on March 15, 2022, and approved and authorized payments of all current invoices as outlined in Exhibit B, attached hereto.** Next, Director Koerner presented the District's quarterly investment report, attached as Exhibit C. **After discussion, upon motion by Director Koerner, seconded by Director Clifford, and unanimously carried by the Directors present, the Board approved the District's quarterly investment report as outlined in Exhibit C.**

The next item to come before the Board was to consider and take action as necessary concerning a report from the District's liaison to the HOA and from the HOA liaison to the District. Director Koerner stated that he had nothing to report at this time except to recognize Ms. Megan Maedgen, General Manager, FirstService Residential, for her outstanding work in providing information concerning the District to new Belvedere residents. Next, Mr. Greene provided a report on maintenance issues related to the operation of the Amenity Center and surrounding landscaping. He reported that the HOA would begin work on May 26, 2022 on updating the Belvedere reserve study, which would review the current physical condition of existing HOA and District-owned assets and infrastructure and recommend a reserve-funding plan to offset future costs associated with repairing and replacing such assets. . Mr. Green stated that he anticipated that the reserve study survey work would be completed by late June or early July of this year and would be separated between HOA and District-owned facilities. He next reported that the new security access system was being installed and that, once the system became operational, the existing AT&T service to operate the entrance gates would be discontinued. He also reported that the new door to gain access to the bathrooms from the swimming pool area had been delivered and scheduled for installation. He then reported that a proposal from Sunscape was being reviewed to address the Amenity Center lot landscape improvements. Finally, Mr. Greene stated that three

new radar speed-tracking signs had been installed within the neighborhood to address speeding along Flagler Drive and Springdale.

Director Golde stated that the Board would next consider and take action regarding the improvement, maintenance, and repair of existing and future assets owned or maintained by the District, including:

- A. Report from the District's Engineer;
- B. Drainage facilities at the Amenity Center; and
- C. Trail maintenance.

Ms. Mitchell presented the District Engineer's report, attached as **Exhibit D**. She stated that she is working with Sunscape regarding the drainage easement along the side of the swimming pool property to address final grading. She then reported that Sunscape would perform the second quarter trail maintenance later this month and that Sunscape had completed the culvert installation under the new Amenity Center trail and the regrading thereof. Ms. Mitchell added that she was working to address final grading from the culvert to the drainage easement. Last, she stated that the 1-year warranty on the Amenity Center Improvement Project would expire on June 18, and that she would schedule a 1-year inspection with Fazzone Construction prior thereto.

In response to an inquiry from Director Clifford, Mr. Klein stated that he had made contact with Ms. Maedgen concerning the property owner of the lot located at 8408 Lakewood Cove, who requested that the District remove 10 feet of the rock gabion extending from the District's drainage easement onto the property owner's lot. Mr. Klein stated that he had provided Ms. Maedgen with a list of talking points to explain to the property owner the terms and conditions under which the District would accommodate his request. Mr. Greene reported that Ms. Maedgen had informed him that the property owner had agreed to provide the District with the requested release agreement. **After discussion, upon motion by Director Clifford, seconded by Director Koerner, and unanimously carried by the Directors present, the Board (1) authorized Mr. Klein to prepare the necessary waiver agreement for execution by the property owner of the lot located at 8408 Lakewood Cove, (2) authorized Ms. Mitchell to proceed with the removal of the 10-foot portion of the rock gabion based upon the proposal submitted by DigDug Construction, once the executed waiver agreement was returned to the District, (3) authorized the President to execute the waiver agreement on behalf of the District and (4) authorized Mr. Klein to record the executed waiver agreement.**

The next item to come before the Board was to consider action on a future Board meeting schedule. Director Koerner proposed that the Board convene again in June of 2022. After discussion, it was the consensus of the Board to next meet in June of 2022.

**After discussion, there being no further business, and upon motion made by Director Clifford, seconded by Director Koerner, and unanimously carried by the Board members present, the meeting was adjourned at 6:52 p.m.**

**PASSED, APPROVED, AND ADOPTED** this 21st day of June 2022.

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Kim Clifford, Secretary

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# **Belvedere MUD Board Meeting**

**June 21, 2022**

**Financial Information**

## **Schedule of Cash Activity**



**BELVEDERE MUD  
SCHEDULE OF CASH ACTIVITY  
GENERAL FUND  
MEETING DATE: JUNE 21, 2022**

**GENERAL FUND CHECKING ACCOUNT BALANCE** \$ 20,497.80

**Revenue:**

Deposit Date	Description	Amount
6/21/2022	Transfer from Money Market	\$ 10,000.00
<b>Total Deposits:</b>		<b>\$ 10,000.00</b>

**Expenses paid since last meeting on 5/16/22**

EFT	Pedernales Electric Cooperative	Amenity Center Operations	\$	178.42
1369	AT & T	Amenity Center Operations	\$	239.76
1370	Spectrum Business	Amenity Center Operations	\$	106.54
1371	AT & T	Amenity Center Operations	\$	53.76
1372	Manuela's Cleaning	Amenity Center Operations	\$	460.00
<b>Total Expenditures:</b>				<b>\$ 1,038.48</b>

Cash Balance Before Expenditures \$ 29,459.32

**Expenditures:**

Check Number	Description	Amount
1373	Montoya & Monzingo LLP	\$ 1,200.00
1374	Lloyd Gosselink	\$ 2,340.00
1375	Quiddity Engineering	\$ 1,657.50
1376	Travis Central Appraisal District	\$ 575.19
1377	AT & T	\$ 244.75
1378	Sunscape Landscaping	\$ 3,579.40
Transfer	Belvedere - Debt Service	\$ 6,835.49
Transfer	Belvedere - Debt Service	\$ 598.04
<b>Total Expenditures:</b>		<b>\$ (17,030.37)</b>

**ENDING BALANCE - GENERAL FUND CHECKING AS OF JUNE 21, 2022** **\$ 12,428.95**

**CASH BALANCE - GENERAL FUND - MONEY MARKET ACCOUNT - UNRESERVED** \$ 544,950.07

Transfer	Transfer to Checking	\$ (10,000.00)
<b>Total Deposits:</b>		<b>\$ (10,000.00)</b>

**ENDING CASH BALANCE - GENERAL FUND - MONEY MARKET ACCOUNT - UNRESERVED** **\$ 534,950.07**

**CASH BALANCE - GENERAL FUND - TEXPOOL** **\$ 25,093.30**

**TOTAL GENERAL FUND OPERATING CASH** \$ 572,472.32

**LESS: GENERAL FUND - OPERATING RESERVES** \$ (541,400.00)

**TOTAL GENERAL FUND CASH BALANCES LESS RESERVES** **\$ 31,072.32**

**DEBT SERVICE**

<b>CASH BALANCE - DEBT SERVICE FUND - MONEY MARKET</b>				<b>\$ 566,685.40</b>
Transfer from Operating Checking	Property Taxes	\$	6,835.49	
Transfer from Operating Checking	Property Taxes	\$	598.04	
	<b>Total Deposits:</b>			<b>\$ 7,433.53</b>
<b>ENDING CASH BALANCE - DEBT SERVICE FUND - MONEY MARKET</b>				<b>\$ 574,118.93</b>
<b>CASH BALANCE - DEBT SERVICE - TEXPOOL</b>				<b>\$ 25,133.49</b>
<b>TOTAL CASH BALANCE - DEBT SERVICE</b>				<b>\$ 599,252.42</b>

# Budget vs Actual

Belvedere Municipal Utility District  
Statement of Revenues and Expenditures Budget vs. Actual  
For the Year to Date Ended June 21, 2022  
Unaudited

	Year to Date Actual	Year to Date Budget	Year to Date Variance Favorable (Unfavorable)	2022 Annual Budget	2022 Annual Variance Favorable (Unfavorable)
<u>Revenues</u>					
Maintenance Taxes	\$ 215,904	\$ 155,939	\$ 59,966	\$ 207,918	\$ 7,986
Interest Income	703	750	(47)	1,000	(297)
<b>Total Revenues</b>	<b>216,607</b>	<b>156,689</b>	<b>59,919</b>	<b>208,918</b>	<b>7,689</b>
<u>Expenditures</u>					
Solid Waste Disposal	37,906	37,500	(406)	50,000	12,094
Legal Fees	21,097	33,750	12,653	45,000	23,903
Audit Fees	7,500	7,500	-	7,500	-
Accounting Fees	10,800	10,800	-	14,400	3,600
Engineering Fees	12,840	8,250	(4,590)	11,000	(1,840)
Engineering Fees - Drainage Maintenance	4,358	15,000	10,642	20,000	15,642
Amenity Center Operations	46,036	63,750	17,714	85,000	38,964
Drainage and Trail Maintenance	6,849	19,500	12,651	26,000	19,151
Insurance	2,708	3,000	292	4,000	1,292
Tax Appraisal and Collection Fees	3,684	3,750	66	5,000	1,316
Bank Charges	-	150	150	200	200
Other Fees	-	75	75	100	100
Newspaper notices	314	1,500	1,186	2,000	1,686
Website	384	375	(9)	500	116
<b>Total Expenditures</b>	<b>154,476</b>	<b>204,900</b>	<b>50,424</b>	<b>270,700</b>	<b>116,108</b>
<b>Projected Excess Revenue Over Expenditures</b>	<b>\$ 62,131</b>	<b>\$ (48,212)</b>	<b>\$ 110,343</b>	<b>\$ (61,782)</b>	<b>\$ 123,913</b>

# Financial Statements

**Belvedere Municipal Utility District**  
**Balance Sheet**  
As of June 21, 2022

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	<u>Jun 21, 22</u>
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
Checking Account - ABC Bank	12,428.95
Money Market - ABC Bank	534,950.07
TexPool	25,093.30
Total Checking/Savings	<u>572,472.32</u>
Accounts Receivable	
Taxes Receivable	4,118.48
Total Accounts Receivable	<u>4,118.48</u>
Other Current Assets	
Prepaid Insurance	1,935.10
Total Other Current Assets	<u>1,935.10</u>
Total Current Assets	<u>578,525.90</u>
<b>TOTAL ASSETS</b>	<b><u>578,525.90</u></b>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Deferred Revenue	4,118.48
Total Other Current Liabilities	<u>4,118.48</u>
Total Current Liabilities	<u>4,118.48</u>
<b>Total Liabilities</b>	<b>4,118.48</b>
Equity	
Unassigned	512,275.17
Net Income	62,132.25
Total Equity	<u>574,407.42</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b><u>578,525.90</u></b>

**Belvedere Municipal Utility District**  
**Profit & Loss**  
October 1, 2021 through June 21, 2022

	Oct 1, '21 - Jun 21, 22
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
Interest Income	703.38
Income	
Property Taxes	215,904.17
<b>Total Income</b>	215,904.17
<b>Total Income</b>	216,607.55
<b>Expense</b>	
Website Expenses	383.50
Amenity Center Operations	46,036.21
Public Notices	313.96
Trail Repairs	
Trail General Maintenance	6,847.92
<b>Total Trail Repairs</b>	6,847.92
Audit Fees	7,500.00
Bookkeeping Fees	10,800.00
Engineering	
Drainage & Trail Maintenance	4,357.50
District Engineering	12,840.75
<b>Total Engineering</b>	17,198.25
Insurance	
Liability Insurance	1,382.20
Insurance - Other	1,325.45
<b>Total Insurance</b>	2,707.65
Legal Fees	21,097.35
Collection and Appraisal Fees	3,684.02
Waste Disposal	37,906.44
<b>Total Expense</b>	154,475.30
<b>Net Ordinary Income</b>	62,132.25
<b>Net Income</b>	62,132.25

**Belvedere MUD-Debt Service Fund**  
**Balance Sheet**  
As of June 21, 2022

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	<u>Jun 21, 22</u>
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
MUD Debt Service Fund	574,118.93
TexPool	25,133.49
Total Checking/Savings	<u>599,252.42</u>
Accounts Receivable	
Taxes Receivable	4,412.29
Total Accounts Receivable	<u>4,412.29</u>
Total Current Assets	<u>603,664.71</u>
<b>TOTAL ASSETS</b>	<u><u>603,664.71</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Deferred Revenue	4,412.29
Total Other Current Liabilities	<u>4,412.29</u>
Total Current Liabilities	<u>4,412.29</u>
<b>Total Liabilities</b>	4,412.29
Equity	
Restricted	231,211.38
Net Income	368,041.04
Total Equity	<u>599,252.42</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>603,664.71</u></u>



**Belvedere MUD-Debt Service Fund**  
**Profit & Loss**  
October 1, 2021 through June 21, 2022

---

	<u>Oct 1, '21 - Jun 21, 22</u>
<b>Ordinary Income/Expense</b>	
Income	
Tax Revenue	452,691.17
<b>Total Income</b>	<u>452,691.17</u>
Expense	
Bank Service Charges	54.00
Bond Principal	0.00
Interest Expense	84,321.88
Paying Agent Fee	600.00
<b>Total Expense</b>	<u>84,975.88</u>
<b>Net Ordinary Income</b>	367,715.29
<b>Other Income/Expense</b>	
Other Income	
Interest Income	325.75
<b>Total Other Income</b>	<u>325.75</u>
<b>Net Other Income</b>	<u>325.75</u>
<b>Net Income</b>	<u><u>368,041.04</u></u>

# **Current Invoices for Approval**

Montoya & Monzingo, LLP

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

# Invoice

Date	Invoice #
6/3/2022	24808

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

Description	Amount
June 2022 accounting services.	1,200.00
Thank you for your business.	<b>Total</b> \$1,200.00



816 Congress Avenue, Suite 1900  
Austin, Texas 78701  
Telephone: (512) 322-5800  
Facsimile: (512) 472-0532  
[www.lglawfirm.com](http://www.lglawfirm.com)

May 25, 2022

Belvedere Municipal Utility District  
Attn Jeff Monzingo  
Montoya & Monzingo LLP  
P.O. Box 2029  
Pflugerville, TX USA 78691-2029

Invoice: 97531970  
Client: 2364  
Matter: 0  
Billing Attorney: DJK  
Tax ID # 74-2308445

---

### INVOICE SUMMARY

For professional services and disbursements rendered through April 30, 2022:

**RE: Belvedere Community**

Professional Services	\$ 2,326.00
Total Disbursements	<u>\$ 14.00</u>
<b>TOTAL THIS INVOICE</b>	<b>\$ 2,340.00</b>

*Recd 6/11/22*



# QUIDDITY

**Invoice Total \$1,657.50**

June 16, 2022  
Project No: 16654-0900-22  
Invoice No: 00342663

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

**PLEASE NOTE OUR REMIT INFO**

<b>REMIT ADDRESS:</b>	<b>ACH INFORMATION:</b>
Quiddity Engineering, LLC	Trust Bank
P.O. Box 95562	Account #: 1440017655101
Grapevine, TX 76099-9708	Routing #: 111017694

Please send remittance advice to:  
AccountsReceivable@Quiddity.com  
**Payment Terms: Due upon Receipt**

Project 16654-0900-22 2022 General Consult (Belvedere MUD)  
Services include preparation for and attendance at May Board meeting; site visit to observe Amenity Center trail modifications and repairs and drainage easement repairs,; and coordination of 1-year Amenity Center inspection.  
Professional Services from April 30, 2022 to May 27, 2022

Task	001	District Operations			
			<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
		Professional Engineer III	4.25	195.00	828.75
		Totals	4.25		828.75
		<b>Total Labor</b>			<b>828.75</b>

Task	002	Drainage and Trail Consultation			
			<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
		Professional Engineer III	4.25	195.00	828.75
		Totals	4.25		828.75
		<b>Total Labor</b>			<b>828.75</b>

**TOTAL THIS INVOICE \$1,657.50**

*Rec'd 6/17/22*

**TRAVIS CENTRAL APPRAISAL DISTRICT**

850 E. Anderson Lane  
P.O. Box 149012  
Austin, TX 78714

	Invoice Date	Invoice Number
<b>Invoice</b>	6/16/2022	7328

Jurisdiction ID: 1K

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

You may remit via ACH to Wells Fargo Bank, N.A.,  
account #7556188477, ABA #111900659. Please send  
ACH remittance information to Lmann@tcadcentral.org.

To submit via wire, please contact the Finance  
Department.

Invoice Date	Charge Code	Description	Amount
6/16/2022	Appraisal Revenue	Appraisal Fees	\$711.01
6/16/2022	Jurisdiction Credit	Credit for FY 2021 Budget Surplus	(\$135.82)

<b>Due Date:</b> 7/16/2022	<b>Total:</b>	<b>\$575.19</b>
----------------------------	---------------	-----------------

7328 6/16/2022

Invoice Date	Charge Code	Description	Amount
6/16/2022	Appraisal Revenue	Appraisal Fees	\$711.01
6/16/2022	Jurisdiction Credit	Credit for FY 2021 Budget Surplus	(\$135.82)

**Total Due:** \$575.19

**Due Date:** 7/16/2022

**Amount Remitted:** \_\_\_\_\_

1K Belvedere MUD

Please remit payment at your earliest convenience. Should you have any questions, please contact Leana H. Mann at (512)834-9317 Ext. 405 or by e-mail at Lmann@tcadcentral.org.

BELVEDERE HOME OWNERS  
PO BOX 2029  
PFLUGERVILLE TX 78691 - 2029

Page 1 of 3  
Account Number 512 264-0560 837 2  
Billing Date Jun 5, 2022

Web Site att.com



**AT&T**

# Monthly Statement

**EXPLORE ALL THAT AT&T CAN DO FOR YOU**  
Get Wireless, Internet and other premium services from AT&T. We're eager to help you find the best deals possible. Call 877.999.0593. Business customers: 800.321.2000

### Bill-At-A-Glance

Previous Bill	239.76
Payment Received 5-31 Thank you!	239.76CR
Adjustments	.00
Balance	.00
Current Charges	244.75
<b>Total Amount Due</b>	<b>\$244.75</b>
Amount Due in Full By	Jun 29, 2022

### Billing Summary

Online: att.com/myatt	Page	
Plans and Services	1	204.79
1 800 321-2000		
Service Changes:		
1 800 321-2000		
Repair Services:		
1 800 286-8313		
AT&T Long Distance	1	39.98
1 800 321-2000		
<b>Total Current Charges</b>		<b>244.75</b>

### Plans and Services

<b>Monthly Service - Jun 5 thru Jul 4</b>	
<b>Charges for 512 264-0560</b>	
1. Monthly Charges	42.00
<b>Charges for 512 264-1428</b>	
2. Monthly Charges	30.00
<b>Charges for 512 264-1617</b>	
3. Monthly Charges	30.00
<b>Charges for 512 264-2440</b>	
4. Monthly Charges	30.00
<b>Total Monthly Service</b>	<b>132.00</b>

### Company Fees and Surcharges

5. Federal Subscriber Line Charge	35.40
6. 911 Fee	2.00
7. State Cost Recovery Charge	.87
8. Federal Universal Service Fee	10.04
9. Cost Assessment Charge	24.48
<b>Total Company Fees and Surcharges</b>	<b>72.79</b>

### Government Fees and Taxes

10. Federal	.00
11. State and Local	.00
<b>Total Government Fees and Taxes</b>	<b>.00</b>

### Total Plans and Services

Amount Subject to Sales Tax: .87

**204.79**

### AT&T Long Distance

#### Important Information

Message Regarding Terms & Conditions:  
To view your Terms & Conditions for AT&T Long Distance, access [www.att.com/servicepublications](http://www.att.com/servicepublications) or call AT&T at the toll free number on your bill.

#### Invoice Summary

(as of May 22, 2022)

Current Charges	
Service Charges	32.00
Credits and Adjustments	.00
Call Charges	.00

### News You Can Use Summary

- PREVENT DISCONNECT
- YOUR CUSTOMER RIGHTS
- COST ASSESSMENT CHRG
- STILL GETTING PAPER?
- LONG DIST. PROVIDERS
- EMAIL MY INVOICE
- BUSINESS RATE CHANGE

See "News You Can Use" for additional information



**SUNSCAPE**  
LANDSCAPING

**INVOICE**

Invoice: 13273  
Invoice Date: 03/01/2022

**BILL TO** **PROPERTY ADDRESS**

Belvedere Municipal Utility District  
C/O Montoya & Monzingo, LLP  
P.O. Box 2029  
Pflugerville, TX 78691

Belvedere Municipal Utility District  
17400 Flagler Drive  
Austin, TX 78738

Phone: 512-251-5668

**INVOICE** **TERMS** **ACCOUNT MANAGER**

03/01/2022 Due on Receipt Jesse Trevino

**DESCRIPTION** **PRICE**

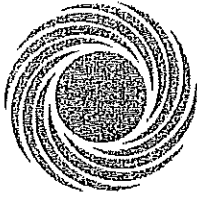
#21556 - Trail Maintenance Contract March 2022	Subtotal:	\$894.85
	Sales Tax (.00%)	\$0.00
	<b>INVOICE TOTAL:</b>	<b>\$894.85</b>
	<b>Pay This Amount:</b>	<b>\$894.85</b>

*Rec'd 4/17/22*

Sunscape Landscaping • P.O. Box 342228 • Austin, TX 78734

*Thank you for your business!!*





**SUNSCAPE**  
LANDSCAPING

**INVOICE**

Invoice: 13451  
Invoice Date: 04/01/2022

**BILL TO**

Belvedere Municipal Utility District  
C/O Montoya & Monzingo, LLP  
P.O. Box 2029  
Pflugerville, TX 78691

Phone: 512-251-5668

**PROPERTY ADDRESS**

Belvedere Municipal Utility District  
17400 Flagler Drive  
Austin, TX 78738

**INVOICE**

04/01/2022

**TERMS**

Due on Receipt

**ACCOUNT MANAGER**

Larry Hernandez

**DESCRIPTION**

#21556 - Trail Maintenance Contract April 2022

**PRICE**

Subtotal: \$894.85

Sales Tax (.00%) \$0.00

**INVOICE TOTAL: \$894.85**

**Pay This Amount: \$894.85**

*Rec'd 4/1/22*

Please use the new remittance address listed below when submitting payment:

Sunscape Landscaping - PO Box 423 - Pflugerville, TX 78660

Thank you for your business!!



**SUNSCAPE**  
LANDSCAPING

**INVOICE**

Invoice: 13762  
Invoice Date: 05/01/2022

**BILL TO** **PROPERTY ADDRESS**

Belvedere Municipal Utility District  
C/O Montoya & Monzingo, LLP  
P.O. Box 2029  
Pflugerville, TX 78691

Belvedere Municipal Utility District  
17400 Flagler Drive  
Austin, TX 78738

Phone: 512-251-5668

**INVOICE** **TERMS** **ACCOUNT MANAGER**

05/01/2022 Due on Receipt Larry Hernandez

**DESCRIPTION** **PRICE**

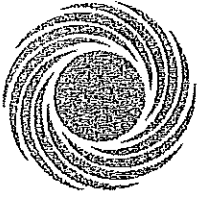
#21556 - Trail Maintenance Contract May 2022	Subtotal:	\$894.85
	Sales Tax (.00%)	\$0.00
	<b>INVOICE TOTAL:</b>	<b>\$894.85</b>
	<b>Pay This Amount:</b>	<b>\$894.85</b>

*Rec'd 6/17/22*

Please use the new remittance address listed below when submitting payment:

Sunscape Landscaping • PO Box 423 • Pflugerville, TX 78660

*Thank you for your business!!*



**SUNSCAPE**  
LANDSCAPING

**INVOICE**

Invoice: 14027  
Invoice Date: 06/01/2022

**BILL TO** **PROPERTY ADDRESS**

Belvedere Municipal Utility District  
C/O Montoya & Monzingo, LLP  
P.O. Box 2029  
Pflugerville, TX 78691

Belvedere Municipal Utility District  
17400 Flagler Drive  
Austin, TX 78738

Phone: 512-251-5668

**INVOICE** **TERMS** **ACCOUNT MANAGER**

06/01/2022 Due on Receipt Larry Hernandez

**DESCRIPTION** **PRICE**

#21556 - Trail Maintenance Contract June 2022	Subtotal:	\$894.85
	Sales Tax (.00%)	\$0.00
	<b>INVOICE TOTAL:</b>	<b>\$894.85</b>
	<b>Pay This Amount:</b>	<b>\$894.85</b>

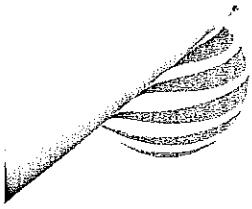
*Rec'd 6/17/22*

Please use the new remittance address listed below when submitting payment:

Sunscape Landscaping • PO Box 423 • Pflugerville, TX 78660

*Thank you for your business!!*

# **Invoices Paid Between Board Meetings**



# AT&T

BELVEDERE HOME OWNERS  
PO BOX 2029  
PFLUGERVILLE TX 78691 - 2029

Page 1 of 2  
Account Number 512 264-0560 837 2  
Billing Date May 5, 2022

Web Site [att.com](http://att.com)

## Monthly Statement

### EXPLORE ALL THAT AT&T CAN DO FOR YOU

Get Wireless, internet and other premium services from AT&T. We're eager to help you find the best deals possible. Call 866.252.6149. Business customers: 800.321.2000

#### Bill-At-A-Glance

Previous Bill	239.87
Payment Received 4-25 Thank you!	239.87CR
Adjustments	.00
Balance	.00
Current Charges	239.76
<b>Total Amount Due</b>	<b>\$239.76</b>
Amount Due in Full By	May 31, 2022

#### Plans and Services

<b>Monthly Service - May 5 thru Jun 4</b>	
Charges for 512 264-0560	
1. Monthly Charges	42.00
Charges for 512 264-1428	
2. Monthly Charges	30.00
Charges for 512 264-1617	
3. Monthly Charges	30.00
Charges for 512 264-2440	
4. Monthly Charges	30.00
<b>Total Monthly Service</b>	<b>132.00</b>

#### Billing Summary

Online: <a href="http://att.com/myatt">att.com/myatt</a>	Page	
Plans and Services	1	204.79
1 800 321-2000		
Service Changes:		
1 800 321-2000		
Repair Services:		
1 800 286-8313		
AT&T Long Distance	1	34.97
1 800 321-2000		
<b>Total Current Charges</b>		<b>239.76</b>

#### Company Fees and Surcharges

5. Federal Subscriber Line Charge	35.40
6. 911 Fee	2.00
7. State Cost Recovery Charge	.87
8. Federal Universal Service Fee	10.04
9. Cost Assessment Charge	24.48
<b>Total Company Fees and Surcharges</b>	<b>72.79</b>

#### Government Fees and Taxes

10. Federal	.00
11. State and Local	.00
<b>Total Government Fees and Taxes</b>	<b>.00</b>

#### Total Plans and Services

Amount Subject to Sales Tax: .87

**204.79**

#### AT&T Long Distance

#### Important Information

Message Regarding Terms & Conditions:  
To view your Terms & Conditions for AT&T Long Distance, access [www.att.com/servicepublications](http://www.att.com/servicepublications) or call AT&T at the toll free number on your bill.

#### Invoice Summary

(as of April 22, 2022)

Current Charges	
Service Charges	28.00
Credits and Adjustments	.00
Call Charges	.00

#### News You Can Use Summary

- PREVENT DISCONNECT
  - EMAIL MY INVOICE
  - STILL GETTING PAPER?
  - LONG DIST. PROVIDERS
  - COST ASSESSMENT CHRG
- See "News You Can Use" for additional information

*Paid ck# 1369 5/24/22  
Rec'd 5/23/22*

Local Services provided by AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, or AT&T Texas based upon the service address location.

GO GREEN - Enroll in paperless billing.

Return bottom portion with your check in the enclosed envelope.



May 19, 2022  
 Invoice Number: 0023313051922  
 Account Number: 8260 16 101 0023313  
 Security Code: 4931  
 Service At: 17400 FLAGLER DR  
 AUSTIN TX 78738-7663

**NEWS AND INFORMATION**

**Contact Us**  
 Visit us at [SpectrumBusiness.net](http://SpectrumBusiness.net)  
 Or, call us at 1-866-519-1263

Grow your business with fast, reliable Internet speeds with no contracts and over 99.9% network reliability. Call 1-844-976-0376 to add Spectrum Business Internet today!

**Summary** *Service from 05/19/22 through 06/18/22 details on following pages*

Previous Balance	106.54
Payments Received -Thank You!	-106.54
<b>Remaining Balance</b>	<b>\$0.00</b>
Spectrum Business™ TV	84.98
Other Charges	21.00
Taxes, Fees and Charges	0.56
Current Charges	\$106.54
<b>Total Due by 06/05/22</b>	<b>\$106.54</b>

Call 1-866-614-9220 today to get the best mobile service for your business with unlimited data, talk and text, for only \$29.99/mo on 2+ lines. Spectrum Internet Required.



Thank you for choosing Spectrum Business.  
 We appreciate your prompt payment and value you as a customer.

*Paid ck#1370 5/24/22  
 Recd 5/23/22*



4145 S. FALKENBURG RD RIVERVIEW FL 33578-8652  
 8260 1600 NO RP 19 05202022 NNNNNYNN 01 007338 0029

BELVEDERE HOA  
 PO BOX 2029  
 PFLUGERVILLE TX 78691-2029

May 19, 2022

**BELVEDERE HOA**

Invoice Number: 0023313051922  
 Account Number: 8260 16 101 0023313  
 Service At: 17400 FLAGLER DR  
 AUSTIN TX 78738-7663

**Total Due by 06/05/22** **\$106.54**  
 Amount you are enclosing \$



**Please Remit Payment To:**  
 CHARTER COMMUNICATIONS  
 PO BOX 60074  
 CITY OF INDUSTRY CA 91716-0074



826016101002331300106542



BELVEDERE MUD  
 PO BOX 2029  
 PFLUGERVILLE TX 78691-2029

Page: 1 of 2  
 Issue Date: May 22, 2022  
 Account Number: 312935378

Want to stop receiving paper bills and enjoy the convenience of paperless billing? Enroll at [att.com/paperless](http://att.com/paperless)

AutoPay: Set up automatic payments that you can update whenever you want. Go to [att.com/autopay](http://att.com/autopay) today.

Managing your AT&T bills, products, and services on the go? It's a snap with myAT&T. Go to [att.com/myatt](http://att.com/myatt) to sign in or sign up.

Total due  
**\$53.76**  
 Please pay by:  
 Jun 14, 2022

**Account summary**

Your last bill		\$127.60
Payments - Thank you!	Page 2	-\$127.60
Remaining balance		\$0.00

**Service summary**

Internet	Page 2	\$53.76
Total services		\$53.76

**Total due \$53.76**  
 Please pay by Jun 14, 2022

*Paid ckt# 1371 6/1/22  
 Rec'd 6/1/22*

**Ways to pay and manage your account:**

myAT&T app  
 iPhone and Android

[att.com/pay](http://att.com/pay)

Ordering, billing or support  
 800.321.2000  
 TTY: 800.651.5111

*Return this portion with your check in the enclosed envelope. Payments may take 7 days to post.*



BELVEDERE MUD  
 PO BOX 2029  
 PFLUGERVILLE TX 78691-2029

**Please pay \$53.76 by Jun 14, 2022**

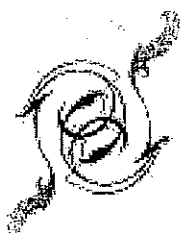
Account number: 312935378  
 Please include account number on your check

Make check payable to:

AT&T  
 PO BOX 5014  
 CAROL STREAM, IL 60197-5014

CHECK FOR AUTOPAY  
 (SEE REVERSE)

41004033000312935378000000001276000000005376000002



*Manuela's Cleaning Services*  
Residential/Commercial Cleaning

11122 West Cave Blvd  
Dripping Springs, Texas 78620  
Phone: 512-203-2228

Belvedere

Invoice 116

Send payment to:

For:

Manuela's Cleaning Services  
11122 West Cave Blvd  
Dripping Springs, TX 78620

Belvedere Amenity Center  
Payment is due upon receipt  
of this invoice

DESCRIPTION

The following cleaning services were performed at the Amenity Center ( MUD ) on the following dates:

- May 7
- May 14
- May 21
- May 28

*Paid check # 1372 4/17/22  
Rec'd 4/16/22*

Labor -4 Days @ 115.00

Totals: \$ 460.00

Please make payments to Manuela's Cleaning Services and mail to the address above. If you have any questions concerning this invoice, contact Manuela Bigley @ 512-203-2228, or e-mail at mlbigley1@yahoo.com. Thank you for your prompt payment.



# **Bank and Texpool Statements**



Drawer 9  
Wolfforth, Texas 79382-0009

[www.theabcbank.com](http://www.theabcbank.com)

3318584  
Belvedere Municipal Utility District  
General Funds  
PO Box 2029  
Pflugerville TX 78691

Date 5/31/22 Page 1  
Primary Account XXXXXXXXXXXXX

\* 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

Business Checking Public Funds		Enclosures/Images	10
Account Number	XXXXXXXXXXXX	Statement Dates	5/02/22 thru 5/31/22
Previous Balance	44,893.55	Days in the Statement Period	30
1 Deposits/Credits	880.51	Average Ledger Balance	34,675.09
11 Checks/Debits	31,023.34	Average Collected	34,675.09
Service Charge Amount	.00		
Interest Paid	.00		
Current Balance	14,750.72		

Deposits and Other Credits

Date	Description	Amount
5/31	PPD F746000192	880.51
	CONS PAY PT CLEARING	

Debits

Date	Description	Amount
5/19	CCD 2740828412	178.42-
	ELEC_BILL Pedernales_Elec	
	3000095631	

Checks

Date	Check No.	Amount	Date	Check No.	Amount
5/23		12,047.91	5/11	1359*	106.54





Date 5/31/22 Page 2  
 Primary Account XXXXXXXXXXXX

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

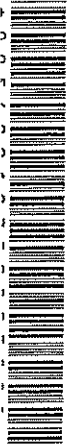
Business Checking Public Funds XXXXXXXXXXXX (Continued)

		Checks				
Date	Check No.	Amount	Date	Check No.	Amount	Amount
5/05	1360	3,317.30	5/31	1364		460.00
5/18	1361	2,400.00	5/13	1365		63.80
5/27	1362	7,046.87	5/11	1366		460.00
5/27	1363	4,065.00	5/27	1368*		877.50

Daily Balance Information

Date	Balance	Date	Balance	Date	Balance
5/02	44,893.55	5/13	40,945.91	5/23	26,319.58
5/05	41,576.25	5/18	38,545.91	5/27	14,330.21
5/11	41,009.71	5/19	38,367.49	5/31	14,750.72

End of Statement



**Belvedere Municipal Utility District**  
**Reconciliation Detail**  
**Checking Account - ABC Bank, Period Ending 05/31/2022**

Type	Date	Num	Name	Clr	Amount	Balance
<b>Beginning Balance</b>						44,893.55
<b>Cleared Transactions</b>						
<b>Checks and Payments - 11 items</b>						
Check	04/27/2022	1360	TML Intergovernme...	X	-3,317.30	-3,317.30
Check	04/27/2022	1359	Spectrum Business	X	-106.54	-3,423.84
Check	05/06/2022	1366	Manuela's Cleaning ...	X	-460.00	-3,883.84
Check	05/06/2022	1365	AT & T	X	-63.80	-3,947.64
Check	05/16/2022	Transfer	Belvedere MUD Deb...	X	-12,047.91	-15,995.55
Check	05/16/2022	1362	Lloyd Gosselink	X	-7,046.87	-23,042.42
Check	05/16/2022	1363	Quiddity Engineerin...	X	-4,065.00	-27,107.42
Check	05/16/2022	1361	Montoya & Monzing...	X	-2,400.00	-29,507.42
Check	05/16/2022	1368	Quiddity Engineerin...	X	-877.50	-30,384.92
Check	05/16/2022	1364	Manuela's Cleaning ...	X	-460.00	-30,844.92
Check	05/19/2022	EFT	Pedernales Electric ...	X	-178.42	-31,023.34
<b>Total Checks and Payments</b>					<u>-31,023.34</u>	<u>-31,023.34</u>
<b>Deposits and Credits - 1 item</b>						
Deposit	05/31/2022			X	880.51	880.51
<b>Total Deposits and Credits</b>					<u>880.51</u>	<u>880.51</u>
<b>Total Cleared Transactions</b>					<u>-30,142.83</u>	<u>-30,142.83</u>
<b>Cleared Balance</b>					-30,142.83	14,750.72
<b>Uncleared Transactions</b>						
<b>Checks and Payments - 3 Items</b>						
Check	05/13/2022	1367	Belvedere HOA		-19,431.34	-19,431.34
Check	05/24/2022	1369	AT & T		-239.76	-19,671.10
Check	05/24/2022	1370	Spectrum Business		-106.54	-19,777.64
<b>Total Checks and Payments</b>					<u>-19,777.64</u>	<u>-19,777.64</u>
<b>Deposits and Credits - 1 item</b>						
Transfer	05/16/2022				25,000.00	25,000.00
<b>Total Deposits and Credits</b>					<u>25,000.00</u>	<u>25,000.00</u>
<b>Total Uncleared Transactions</b>					<u>5,222.36</u>	<u>5,222.36</u>
<b>Register Balance as of 05/31/2022</b>					-24,920.47	19,973.08
<b>New Transactions</b>						
<b>Checks and Payments - 2 items</b>						
Check	06/07/2022	1372	Manuela's Cleaning ...		-460.00	-460.00
Check	06/07/2022	1371	AT & T		-53.76	-513.76
<b>Total Checks and Payments</b>					<u>-513.76</u>	<u>-513.76</u>
<b>Total New Transactions</b>					<u>-513.76</u>	<u>-513.76</u>
<b>Ending Balance</b>					<u><u>-25,434.23</u></u>	<u><u>19,459.32</u></u>



Drawer 9  
Wolfforth, Texas 79382-0009

[www.theabcbank.com](http://www.theabcbank.com)

3317655

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

Date 5/31/22 Page 1  
Primary Account XXXXXXXXXXXX

\* 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

Money Market Public Fund		Enclosures/Images	0
Account Number	XXXXXXXXXXXX	Statement Dates	5/02/22 thru 5/31/22
Previous Balance	569,845.78	Days in the Statement Period	30
Deposits/Credits	.00	Average Ledger Balance	569,845.78
Checks/Debits	.00	Average Collected	569,845.78
Service Charge Amount	.00	Interest Earned	104.29
Interest Paid	104.29	Annual Percentage Yield Earned	0.22%
Current Balance	569,950.07	2022 Interest Paid	440.96

Deposits and Other Credits

Date	Description	Amount
5/31	Interest Deposit	104.29

Daily Balance Information

Date	Balance	Date	Balance
5/02	569,845.78	5/31	569,950.07

INTEREST RATE SUMMARY

Date	Rate
5/01	0.220000%
5/31	0.300000%

End Of Statement



**Belvedere Municipal Utility District**  
**Reconciliation Detail**  
**Money Market - ABC Bank, Period Ending 05/31/2022**

Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						569,845.78
Cleared Transactions						
Deposits and Credits - 1 item						
Deposit	05/31/2022			X	104.29	104.29
Total Deposits and Credits					104.29	104.29
Total Cleared Transactions					104.29	104.29
Cleared Balance					104.29	569,950.07 <sup>W</sup>
Uncleared Transactions						
Checks and Payments - 1 item						
Transfer	05/16/2022				-25,000.00	-25,000.00
Total Checks and Payments					-25,000.00	-25,000.00
Total Uncleared Transactions					-25,000.00	-25,000.00
Register Balance as of 05/31/2022					-24,895.71	544,950.07
Ending Balance					-24,895.71	544,950.07



Drawer 9  
Wolfforth, Texas 79382-0009

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3318585  
Belvedere Municipal Utility District  
Debt Services  
PO Box 2029  
Pflugerville TX 78691

Date 5/31/22 Page 1  
Primary Account XXXXXXXXXXXX

\* 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

Money Market Public Fund		Enclosures/Images	1
Account Number	XXXXXXXXXXXX	Statement Dates	5/02/22 thru 5/31/22
Previous Balance	554,535.33	Days in the Statement Period	30
1 Deposits/Credits	12,047.91	Average Ledger Balance	558,149.70
Checks/Debits	.00	Average Collected	558,149.70
Service Charge Amount	.00	Interest Earned	102.16
Interest Paid	102.16	Annual Percentage Yield Earned	0.22%
Current Balance	566,685.40	2022 Interest Paid	280.45

Deposits and Other Credits

Date	Description	Amount
5/23	Deposit	12,047.91
5/31	Interest Deposit	102.16

Daily Balance Information

Date	Balance	Date	Balance	Date	Balance
5/02	554,535.33	5/23	566,583.24	5/31	566,685.40

INTEREST RATE SUMMARY

Date	Rate
5/01	0.220000%
5/31	0.300000%

**Belvedere MUD-Debt Service Fund**  
**Reconciliation Detail**  
MUD Debt Service Fund, Period Ending 05/31/2022

Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						554,535.33
Cleared Transactions						
Deposits and Credits - 2 items						
Deposit	05/16/2022			X	12,047.91	12,047.91
Deposit	05/31/2022			X	102.16	12,150.07
Total Deposits and Credits					12,150.07	12,150.07
Total Cleared Transactions					12,150.07	12,150.07
Cleared Balance					12,150.07	566,685.40
Register Balance as of 05/31/2022					12,150.07	566,685.40
Ending Balance					12,150.07	566,685.40 <i>m</i>



6/17/22, 2:16 PM

TexPool Participant Statement

TexPool Participant Services  
1001 Texas Avenue, Suite 1150  
Houston, TX 77002



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

## Participant Statement

Statement Period **05/01/2022 - 05/31/2022**

Customer Service 1-866-TEX-POOL  
Location ID 000079665  
Investor ID 000025723

### TexPool Update

TexPool has gone paperless! All forms can now be returned via fax (866-839-3291) or email (texpool@dstsistemas.com). Contact TexPool Participant Services for more information.

### TexPool Summary

Pool Name	Beginning Balance	Total Deposits	Total Withdrawals	Total Interest	Current Balance	Average Balance
Texas Local Government Investment Pool	\$25,120.22	\$0.00	\$0.00	\$13.27	\$25,133.49	\$25,120.65
<b>Total Dollar Value</b>	<b>\$25,120.22</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$13.27</b>	<b>\$25,133.49</b>	

### Portfolio Value

Pool Name	Pool/Account	Market Value (05/01/2022)	Share Price (05/31/2022)	Shares Owned (05/31/2022)	Market Value (05/31/2022)
Texas Local Government Investment Pool	449/7966500001	\$25,120.22	\$1.00	25,133.490	\$25,133.49
<b>Total Dollar Value</b>		<b>\$25,120.22</b>			<b>\$25,133.49</b>

### Interest Summary

Pool Name	Pool/Account	Month-to-Date Interest	Year-to-Date Interest
Texas Local Government Investment Pool	449/7966500001	\$13.27	\$24.84
<b>Total</b>		<b>\$13.27</b>	<b>\$24.84</b>

### Transaction Detail

#### Texas Local Government Investment Pool

Participant: BELVEDERE MUD

Pool/Account: 449/7966500001

Transaction Date	Settlement Date	Transaction Description	Transaction Dollar Amount	Share Price	Shares This Transaction	Shares Owned
05/01/2022	05/01/2022	BEGINNING BALANCE	\$25,120.22	\$1.00		25,120.220
05/31/2022	05/31/2022	MONTHLY POSTING	\$13.27	\$1.00	13.270	25,133.490
<b>Account Value as of 05/31/2022</b>			<b>\$25,133.49</b>	<b>\$1.00</b>		<b>25,133.490</b>

**Belvedere MUD-Debt Service Fund**  
**Reconciliation Detail**  
 TexPool, Period Ending 05/31/2022

Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						25,120.22
Cleared Transactions						
Deposits and Credits - 1 Item						
Deposit	05/31/2022			X	13.27	13.27
Total Deposits and Credits					13.27	13.27
Total Cleared Transactions					13.27	13.27
Cleared Balance					13.27	25,133.49
Register Balance as of 05/31/2022					13.27	25,133.49
Ending Balance					13.27	25,133.49 <sup>N</sup>

6/17/22, 2:15 PM

TexPool Participant Statement

TexPool Participant Services  
1001 Texas Avenue, Suite 1150  
Houston, TX 77002



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

## Participant Statement

Statement Period **05/01/2022 - 05/31/2022**

Customer Service 1-866-TEX-POOL  
Location ID 000079665  
Investor ID 000025724

### TexPool Update

TexPool has gone paperless! All forms can now be returned via fax (866-839-3291) or email (texpool@dstsistemas.com). Contact TexPool Participant Services for more information.

### TexPool Summary

Pool Name	Beginning Balance	Total Deposits	Total Withdrawals	Total Interest	Current Balance	Average Balance
Texas Local Government Investment Pool	\$25,080.04	\$0.00	\$0.00	\$13.26	\$25,093.30	\$25,080.47
<b>Total Dollar Value</b>	<b>\$25,080.04</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$13.26</b>	<b>\$25,093.30</b>	

### Portfolio Value

Pool Name	Pool/Account	Market Value (05/01/2022)	Share Price (05/31/2022)	Shares Owned (05/31/2022)	Market Value (05/31/2022)
Texas Local Government Investment Pool	449/7966500002	\$25,080.04	\$1.00	25,093.300	\$25,093.30
<b>Total Dollar Value</b>		<b>\$25,080.04</b>			<b>\$25,093.30</b>

### Interest Summary

Pool Name	Pool/Account	Month-to-Date Interest	Year-to-Date Interest
Texas Local Government Investment Pool	449/7966500002	\$13.26	\$24.80
<b>Total</b>		<b>\$13.26</b>	<b>\$24.80</b>

### Transaction Detail

Texas Local Government Investment Pool  
Pool/Account: 449/7966500002

Participant: BELVEDERE MUD

Transaction Date	Settlement Date	Transaction Description	Transaction Dollar Amount	Share Price	Shares This Transaction	Shares Owned
05/01/2022	05/01/2022	BEGINNING BALANCE	\$25,080.04	\$1.00		25,080.040
05/31/2022	05/31/2022	MONTHLY POSTING	\$13.26	\$1.00	13.260	25,093.300
<b>Account Value as of 05/31/2022</b>			<b>\$25,093.30</b>	<b>\$1.00</b>		<b>25,093.300</b>

**Belvedere Municipal Utility District**  
**Reconciliation Detail**  
 TexPool, Period Ending 05/31/2022

Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						25,080.04
Cleared Transactions						
Deposits and Credits - 1 item						
Deposit	05/31/2022			X	13.26	13.26
Total Deposits and Credits					13.26	13.26
Total Cleared Transactions					13.26	13.26
Cleared Balance					13.26	25,093.30
Register Balance as of 05/31/2022					13.26	25,093.30
Ending Balance					13.26	25,093.30

# Property Tax Statement

TXDISTIA	VLK	--- BELVEDERE MOD	BEGINNING TAX BALANCE	TAX ADJ	BASE TAX COLLECTED	REVERSALS	NET BASE TAX COLLECTED	PERCENT COLLECTED	TAX BALANCE ENDING	P & I COLLECTED	P & I REVERSALS	IRP OTHER PENALTY COLLECTED	TOTAL DISTRIBUTED
2006			.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
2007			.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
2008			.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
2009			.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
2010			.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
2011			.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
2012			.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
2013			.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
2014			.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
2015			.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
2016			.60	.00	.00	.00	.00	.60	.00	.00	.00	.00	.00
2017			.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
2018			.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
2019			3643.71	.00	3643.71	100.00	100.00	.00	1311.74	.00	.00	.00	4955.45
2020			4114.70	1333.34	4114.70	1333.34	100.00	.00	987.53	.00	.00	.00	3768.89
TOTL			7759.01	1333.34	7759.41	1333.34	99.99	.60	2299.27	.00	.00	.00	8724.34
2021			669671.71	4990.81	663175.86	4990.81	658185.05	99.02	6495.85	3049.28	.00	1.96	661236.29
ENTITY			677430.72	6324.15	670934.27	6324.15	664610.12	99.03	6496.45	5348.55	.00	1.96	669960.63

Outstanding property tax receivable

Debt Service

2016 = .31  
 2021 = 4411.98  
4412.29

Operating  
 2016 = .29  
 2021 = 1083.87  
1084.16

Current Invoice  
 Operating: .085  
 Debt Service: .18  
total: .2650

10

**SECOND AMENDMENT TO JOINT USE AND MAINTENANCE AGREEMENT  
BETWEEN BELVEDERE MUNICIPAL UTILITY DISTRICT AND BELVEDERE  
HOMEOWNERS ASSOCIATION**

This SECOND AMENDMENT TO JOINT USE AND MAINTENANCE AGREEMENT (“*Second Amendment*”) is made and entered into as of the date last signed, to be effective January 1, 2022 (the “*Second Amendment Effective Date*”), by and between Belvedere Municipal Utility District (the “*District*”), a municipal utility district operating pursuant to Chapters 49 and 54 of the Texas Water Code, and Belvedere Homeowners Association (the “*HOA*”), a Texas non-profit corporation. The District and the HOA are each a “*Party*” and collectively, the “*Parties*.”

**RECITALS**

**WHEREAS**, the District and HOA are parties to that certain Joint Use and Maintenance Agreement, dated July 1, 2018, which provides for the funding, operation, and joint maintenance of the Belvedere Amenity Center, trail system, landscaping, and related facilities;

**WHEREAS**, the Parties entered into that certain First Amendment to Joint Use and Maintenance Agreement on October 15, 2019 (the Joint Use and Maintenance Agreement, as amended by the First Amendment to Joint Use and Maintenance Agreement, is the “*Agreement*”); and

**WHEREAS**, the Parties now desire to amend the payment provisions set forth in Item 4A of the Agreement.

**NOW, THEREFORE**, for and in consideration of the mutual promises and other good and valuable consideration contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

**AMENDMENT**

1. Recitals. The above recitals are true and correct and incorporated into this Second Amendment for all purposes.
2. Defined Terms. The defined terms in the Agreement shall have the same meaning in this Second Amendment, except as otherwise provided in this Second Amendment.
3. Payment for Facilities Operations, Maintenance, Repairs, and Improvements. The Agreement is hereby amended by modifying Item 4A as follows:

The line item:

“5. 40% of Common Area Mowing”

shall be replaced in its entirety with:

“5. 50% of Common AreaLandscape Maintenance”



4. Effect of this Second Amendment. Except as set forth in this Second Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. In the event of any inconsistency or conflict between the provisions of the Agreement and this Second Amendment, the provisions of this Second Amendment will prevail and govern. All references to the Agreement or in any exhibit or schedule thereto shall hereinafter refer to the Agreement as amended by this Second Amendment.
5. Binding Effect. The Agreement, as amended hereby, shall inure to the benefit of, be binding upon, and be enforceable against each Party and their respective permitted successors, assigns, transferees and delegates.
6. No Third-Party Beneficiaries. Nothing expressed or implied in this Second Amendment is intended, nor shall be construed, to confer upon or give any individual or entity other than the Parties hereto and their respective successors and assigns any rights or remedies under or by reason of this Second Amendment.
7. Entire Agreement. The Agreement, as amended hereby, constitutes the full and entire understanding and agreement between the Parties regarding the subject matter hereof and thereof and supersedes and cancels all prior agreements, negotiations, correspondence, undertakings, and communications of the Parties, oral or written, with respect to such subject matter.
8. Severability. If any provision of this Second Amendment is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the Parties hereto that the remainder of this Second Amendment shall not be affected thereby, and it is also the intention of the Parties to this Second Amendment that in lieu of each provision of this Second Amendment that is illegal, invalid, or unenforceable, there be added as a part of this Second Amendment a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible, and be legal, valid, and enforceable.
9. Change in Law and Compliance with Laws. Any alterations, additions, or deletions to the terms of the Agreement, as amended hereby, that are required by changes in federal or state law or regulations are automatically incorporated into the Agreement, as amended hereby, without written amendment, and shall become effective on the date designated by such law or by regulation.
10. Further Assurances. The Parties hereby covenant and agree that they will execute and deliver any such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out this Second Amendment and the Agreement.
11. Waiver. Any failure by a Party hereto to insist, or any election by a Party hereto not to insist, upon strict performance by the other Party of any of the terms, provisions, or conditions of this Second Amendment shall not be deemed to be a waiver thereof, or of any other term, provision, or condition hereof, and such Party shall have the right at any

time or times thereafter to insist upon strict performance of any and all of the terms, provisions, and conditions hereof.

12. Applicable Law. The construction and validity hereof shall be governed by the laws of Texas.
13. Venue. Venue shall be in the court of proper jurisdiction located in Travis County, Texas.
14. Expenses. Each Party shall be responsible for their respective attorney's fees, expenses, and costs of court related to this Second Amendment or any dispute arising herefrom.
15. Section Headings. All section headings contained herein are for convenience and reference only and are not intended to define or limit the scope of any provision of this Second Amendment.
16. Authority and Representations. Each Party executing this Second Amendment warrants and represents that the individual executing this Second Amendment on its behalf has the authority and power to execute this Second Amendment for the entity on behalf of which he or she executes this Second Amendment.
17. Counterpart Execution. This Second Amendment may be executed in any number of counterparts, each of which shall be, for all purposes, deemed to be an original, and all such counterparts shall together constitute and be one and the same instrument. A facsimile or other electronic copy of a signature, and a counterpart transmitted electronically (e.g., by fax, email, text, or similar means), will be deemed to be and will have the same force and effect as an original signature for all purposes.

*[Remainder of page intentionally blank]*

**IN WITNESS WHEREOF**, the Parties have executed this Second Amendment in multiple copies, each of which shall constitute an original, on the dates set forth below:

**BELVEDERE      MUNICIPAL      UTILITY  
DISTRICT**

By: \_\_\_\_\_  
Jim Koerner, President, Board of Directors

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

ATTEST:

\_\_\_\_\_  
Kim Clifford, Secretary, Board of Directors

**BELVEDERE HOMEOWNERS ASSOCIATION**

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

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

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

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

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3100 Alvin Devane Boulevard, Suite 150  
Austin, Texas 78741  
Tel: 512.441.9493  
www.quiddity.com

June 17, 2022

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 June 21, 2022

Dear Directors:

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

**1. Drainage Facilities**

- a. Drainage Easement Regrading – Sunscape finalized regrading the drainage easement along the back of the swimming pool.
- b. Gabion in Drainage Easement – We will authorize the contractor to remove the part of the gabion that extends into the adjacent residential lot as soon as the liability waiver is received from the resident.

**2. Trail Facilities**

- a. Quarterly Maintenance – Sunscape was scheduled to perform the second quarter maintenance at the end of May. We are confirming the completion of the work.
- b. Amenity Center Trail – Sunscape addressed the final grading from the culverts to the drainage easement.
- c. Amenity Center Lot Improvements – The 1-year inspection with Fazzone Construction was performed on June 2<sup>nd</sup>. The punchlist of items identified in the walkthrough has been provided to the contractor. Most items were landscape related except for a loose rock along the driveway edging. We will follow up with the contractor to schedule the repairs.



Board of Directors  
Belvedere MUD  
Page 2  
June 17, 2022



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

Sincerely,

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

Catherine Garza Mitchell, PE

CGM/cgm

K:\16654\0900-22\MeetingFiles\StatusReports\STATUS REPORT for Belvedere 20220617.doc

## PUNCH LIST

**Project:** Belvedere Amenity Center Improvements 1-yr Inspection

**J|C Job No.:** 16654-0004-00

**Inspection Date:** June 2, 2022

**Contractor:** Fazzone Construction Company, Inc.

**Construction Manager:** Cathy Mitchell, PE

**Sub Contractor:** Eco Systems

**Field Project Representative:** Nathan Walton, PE

**Owner:** Belvedere MUD

**Design Engineer:** Jason Baze, PE

An Inspection was conducted at the above project by Quiddity Engineering on the above date.

The following items are to be corrected or completed to comply with the Contract Documents:

Item No.	Description	Date Comp.	FPR Sign Off
<b>HARDSCAPE</b>			
1	Repair loose rock along driveway edging.		
<b>LANDSCAPING</b>			
2	Replace plants damaged during the February 2021 winter storms as well as others identified in the inspection as noted on the attached plant list and photos from Pharis Design.		
3	Revegetate with bermuda grass in areas noted on the attached photos from Pharis Design.		
4	Fertilize struggling plants in areas noted on the attached photos from Pharis Design.		

**Attendees:** Cathy Mitchell and Odalys Johnson -Quiddity Engineering  
 Moyara Pharis - Pharis Design  
 Kim Clifford - Belvedere MUD  
 Megan Maedgen, Mark Green - Belvedere HOA  
 Ector Zamora - Fazzone Construction



**Belvedere Warranty Walk – June 2, 2022**

The following plants were installed prior to the storm in February 2021 and need to be replaced due to damage.

Items highlighted in **yellow** were planted prior to the freeze of 2021

**Bamboo Muhly – 5 *Bamboo Muhly* to be replaced**



**Turk's Cap – 3 *Turk's Cap* to be replaced- see zoom below.**





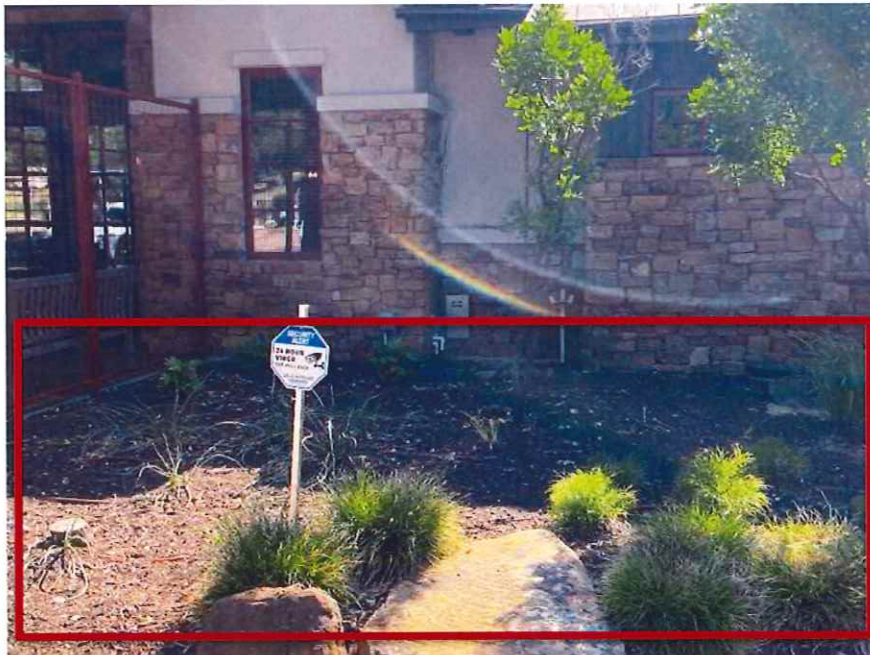
**Turk's Cap and Ligularia – 3 Turk's Cap and 4 Ligularia to be replaced-** Contractor to fertilize struggling iris highlighted by blue box



Firecracker Fern – 8 Firecracker Fern to be replaced



Firecracker Fern – 6 Firecracker Fern



**Blonde Ambition** – 10 *Blonde Ambition* to be replaced



**Blonde Ambition and Upright Rosemary** – 6 *Blonde ambition* (red) to be replaced and 2 *Upright Rosemary* (yellow) to be replaced



**Inland Sea Oats** – 6 *Inland Sea Oats* to be replaced



**Softleaf Yucca** – 1 *Softleaf Yucca* to be replaced



**Softleaf Yucca and Indigo Spires Salvia – 1 Softleaf Yucca and 6 Salvia to be replaced**



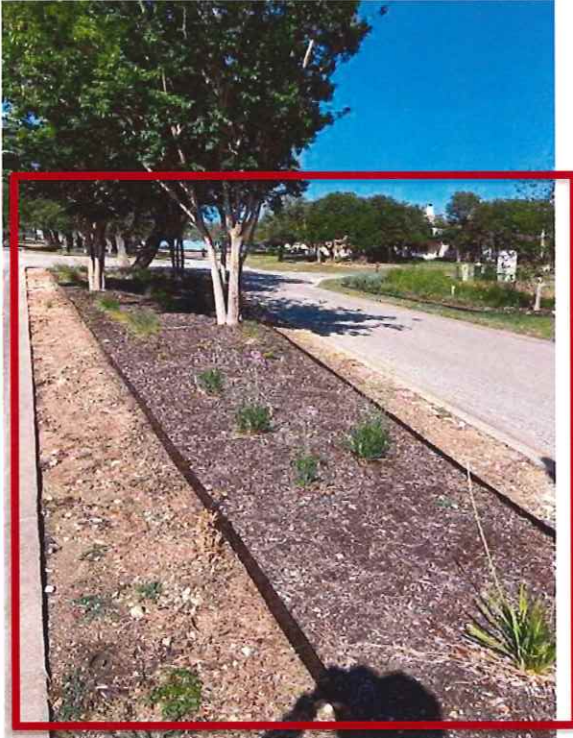
**Upright Rosemary – 2 upright rosemary to be replaced**



**Blonde Ambition – 22 blonde ambition to be replaced**



**Blonde Ambition – 96 Blonde Ambition to be replaced**



Four Nerve Daisy – 46 *Four Nerve Daisy* to be replaced



Bermuda Reveg





