## 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 was held on March 19, 2019, in accordance with the duly posted notice of said meeting. The roll was called of the members of the Board of Directors, to-wit:

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

All above-referenced members of the Board were present, thus constituting a quorum of the Board of Directors. All directors present participated in voting on all matters that came before the Board. Also in attendance were Stefanie Albright and Jacqueline Perrin, Attorneys, and Rebecca Csabi, Legal Assistant, with Lloyd Gosselink Rochelle and Townsend, P.C.; Jeff Monzingo with Montoya & Monzingo, L.L.P.; and David Malish and Evan Parker with Murfee Engineering Company. Lee Blanton was present on behalf of the Belvedere Homeowners Association (HOA).

Director Golde called the meeting to order at 6:03 p.m. and announced the Board would first receive public comments. No comments were received.

The next item to come before the Board was to consider approval of the minutes of the February 19, 2019 regular meeting. No Board members had comments or objections. Upon motion by Director Bryson, seconded by Director Ubertini, and unanimously carried by the Board members present, the Board approved the minutes of the February 19, 2019 regular meeting, provided as Exhibit A.

The Board next considered the bookkeeper's report, including payment of invoices, coordination on bookkeeping matters, and various investments. Mr. Monzingo presented the report provided as **Exhibit B**. Mr. Monzingo noted that \$50,000 would be transferred to the money market fund, and \$75,625 would be transferred to the debt service fund. The Board discussed and approved invoices from Method Architecture. **Upon motion by Director Clifford, seconded by Director Koerner, and unanimously carried by the Board members present, the Board approved the motion to add the Method Architecture invoices to the bookkeeper's report.** 

Belvedere Municipal Utility District Board Meeting Minutes – March 19, 2019

Discussion ensued regarding the timing for using certain bond funds related to ongoing project. Ms. Albright agreed to research the timing questions relating to when bond proceeds must be used following the release of bond funds. Upon motion by Director Clifford, seconded by Director Koerner, and unanimously carried by the Board members present, the Board approved the research assignment delegated to Ms. Albright and her firm.

Mr. Monzingo discussed details relating to the investment of District funds in TexPool. The Board evaluated a proposal to open a TexPool account, provided as <u>Exhibit C</u>, and agreed the advantages warranted such action. Upon motion by Director Koerner, seconded by Director Bryson, and unanimously carried by the Board members present, the Board approved the opening of the TexPool Account.

Next, the Board discussed the Liaison Resolution involving the appointment of liaisons between the District and the HOA Boards, provided as **Exhibit D**. Discussion ensued regarding the scope and parameters of the liaison's role. Director Golde confirmed that the liaison would make clear in what capacity he or she was speaking while in HOA meetings. Additionally, the liaison would only make substantive suggestions on behalf of the Board if given specific direction by the Board. Otherwise, the liaison could voice comments and opinions in his or her personal capacity. The Board deliberated on the member to fill the liaison role and agreed Director Clifford could fill the role. **Upon motion by Director Clifford, seconded by Director Bryson, and unanimously carried by the Board members present, the Board approved the appointment of Director Clifford as the Board's liaison to the HOA Board.** 

The Board then discussed solid waste collection and disposal services for the District. Director Koerner presented a bid proposal, provided as  $\underline{Exhibit E}$ , related the differences between various companies he had researched and evaluated. The Board conferred on which terms and results would be acceptable going forward, emphasizing the combination of cost, quality, and customer service. The Board agreed that Director Koerner should undertake more research into the companies, including gathering references. Director Koerner agreed to present his findings at the next Board meeting.

The Board next took up the engineering report from Murfee Engineering Company. Mr. Parker presented the report, provided as  $\underline{Exhibit F}$ . Mr. Parker detailed the status of the Amenity Center improvements, focusing on the bidding timeline and the information to be sent to the County. Mr. Parker also addressed the sight line easement, as well as forthcoming contract documents from Method Architecture. Mr. Blanton provided comments and supplemental information regarding the bidding and construction timeline, as well as the HOA consent agreement for the District to construct facilities on the Amenity Center Lot.

Mr. Malish then provided an overview of the Amenity Center Lot project, covering budget, timing, and management considerations. The Board then conferred about what to expect from the bidding process, including likely number of bidders and the role and involvement of Murfee Engineering. In light of Mr. Malish's presentation, Director Golde suggested that next month's agenda include an item to address Murfee Engineering's contract in light of outstanding project elements. Discussion ensued regarding the Carlton Ridge trail project and the need for a cost proposal.

Belvedere Municipal Utility District Board Meeting Minutes – March 19, 2019

Mr. Malish and Mr. Parker then addressed potential solutions for the drainage issue brought to the District's attention by Mr. Mark Greene at a past meeting. Mr. Malish, Director Golde, Director Bryson, and Director Ubertini weighed different solutions and agreed to spend \$1,000 in additional funds for Murfee Engineering to complete its analysis of the extent to which Mr. Greene's drainage issue is attributable to water coming off of the street. The Board reached a consensus that the District would present the final findings and recommendations to Mr. Greene following the completion of Murfee Engineering's calculations and analysis. **Upon motion by Director Ubertini, seconded by Director Koerner, and unanimously carried by the Board members present, the Board approved spending \$1,000 in additional funds for Murfee Engineering to complete the requested analysis.** 

Finally, Ms. Albright presented to the Board her analysis of various pieces of legislation with the potential to impact the District in the 86<sup>th</sup> Legislative Session. Ms. Albright explained the potential effects of H.B. 2/S.B. 2 relating to reducing the rollback tax rate.

Ms. Albright next provided the Board with information regarding a recent Texas Court of Criminal Appeals decision, *State v. Doyal*. She stated that this case invalidated a portion of the Texas Open Meetings Act relating to criminal liability and walking quorums. She stated that there had been legislation filed to address the provision that was struck down by the Court, and that there should be no change in how the Board conducts its business.

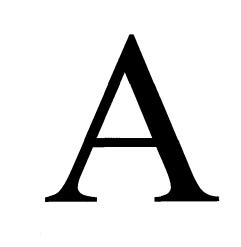
There being no further business and upon motion made by Director Clifford, seconded by Director Ubertini, and unanimously carried by the Board members present, the meeting adjourned at 8:04 p.m.

PASSED, APPROVED AND ADOPTED THIS 16th day of April, 2019.

in Clifton

Kim Clifford, Sec





## MINUTES OF MEETING OF BOARD OF DIRECTORS

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THE STATE OF TEXAS

## COUNTY OF TRAVIS

## BELVEDERE MUNICIPAL UTILITY DISTRICT

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

Peter GoldePresidentJames KoernerVice PresidentKim CliffordSecretaryRonald UbertiniAssistant SecretarySteven BrysonAssistant Secretary

All above-referenced members of the Board were present, except Director Koerner and Director Ubertini, thus constituting a quorum of the Board of Directors. All directors present participated in voting on all matters that came before the Board. Also in attendance were Stefanie Albright and Jacqueline Perrin, Attorneys, and Rebekah Csabi, Legal Assistant, with Lloyd Gosselink Rochelle and Townsend, P.C.; Jeff Monzingo with Montoya & Monzingo, L.L.P.; and David Malish and Evan Parker with Murfee Engineering Company, Inc. Lee Blanton was present on behalf of the Belvedere Homeowners Association (HOA). Mark Greene, a property owner within the District, was also present.

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

The next item to come before the Board was to discuss, consider, and take action to approve the minutes of the January 15, 2019 regular meeting. Upon motion by Director Bryson, seconded by Director Clifford, and unanimously carried by the Board members present, the Board approved the minutes of the January 15, 2019 regular meeting, provided as <u>Exhibit</u> <u>A</u>.

The next item to come before the Board was to consider the Bookkeeper's Report, including the payment of invoices, coordination on bookkeeping matters, and CD investments. Mr. Monzingo presented the report provided as **Exhibit B**. Mr. Monzingo stated that once the invoices were paid and the transfers to the debt service fund were completed, the cash balance of the general fund would be \$818,238.00, and the capital projects fund would contain \$258,540.22. Mr. Monzingo stated that there were two months' worth of debt service that would be transferred to the debt service fund, and once those transfers were approved the total would be \$523,462.76. Mr. Monzingo informed the Board that the quarterly report required by the Public Fund Investment

Act had been conducted for the quarter ending December 31, 2018, and that the Board had earned \$3,117.53 in interest in the last quarter. Mr. Monzingo reviewed the bank account balances, the invoices, and the property tax report with the Board.

Next, Mr. Monzingo proceeded to give the Board a brief overview of an alternative investment mechanism, TexPool, and presented the Board with an informative handout, provided as **Exhibit C**. Mr. Monzingo proposed that a discussion of TexPool be added to the next month's agenda for the Board's consideration as to whether to invest money in this governmental pooling program.

Director Clifford inquired regarding Murfee Engineering's invoice for Additional Services. After discussion, the Board requested that (i) invoices for additional services be separated by project and (ii) pre-approval of a specified maximum amount for any additional services be obtained from the Board so there was a clear understanding whether services being provided were Base Engineering Services (i.e., included within the \$1500 per month base fee) or additional services for an additional fee. Director Golde inquired about the USFWS buffer zone research done by Lloyd Gosselink as noted on its invoice. Discussion ensued among the Board and Ms. Albright regarding the findings of the research and Ms. Albright committed to share the information prepared with all of the Directors. Upon motion by Director Clifford, seconded by Director Bryson, and unanimously carried by the Board members present, the Board approved the Bookkeeper's Report, the payment of invoices, any necessary transfers, and the investment report as detailed in <u>Exhibit B</u>.

The next item to come before the Board was to discuss, consider, and take action on the appointment of liaisons between the Board and the HOA. Director Clifford shared a proposal of the liaison relationships and parameters. Director Golde suggested that a resolution be drafted based on Director Clifford's proposal. Director Golde asked Ms. Albright to draft the proposed resolution to be addressed as an agenda item for the next Board meeting.

The next item to come before the Board was to discuss, consider, and take action regarding provision of solid waste collection and disposal services to the District. Director Golde relayed to the Board that Director Koerner was anticipating a bid from another company and that he would share it at the next meeting.

The Board next addressed the Engineering Report from Murfee Engineering, including drainage facilities, maintenance, and repair. Mr. Parker presented a copy of the report, provided as **Exhibit D**. Mr. Parker recapped the Board's request of a written report of the improvements to the Carlton Ridge Trail. Mr. Parker presented a letter in the form of that report provided as **Exhibit E**. Discussion ensued regarding the path forward for the improvement of the trail.

Next, Mr. Parker addressed Mr. Greene's drainage issue brought forth during the previous Board meeting. Mr. Parker stated that he had made some calculations and had a tentative proposal. Director Golde requested that Mr. Parker calculate the amount of water coming off of the road to assess whether the issue could be resolved with alterations to the drainage adjacent to the road. Discussion ensued as to the scope of the District's role in this project. The Board and Mr. Greene agreed to the first step of assessing the amount of water coming off of the street and how it affected the lot belonging to Mr. Greene.

The next item to come before the Board was to discuss, consider, and take action on Amenity Center Lot improvements. Mr. Blanton presented the report provided as **Exhibit F**. Mr. Blanton used the report to illustrate the various timelines and expenditures associated with the project, and requested and gained approval (i) to handle the improvements as 3 separate projects (parking lot, storage building and landscaping), (ii) to conduct the bidding process concurrently with waiting for the applicable permits and (iii) to seek consent from the HOA for construction of these improvements as required by the Easement granted by the HOA based on plans as approved by the subcommittee.

Next, Mr. Malish discussed the preparation of an advertisement for the bidding process, along with the contract documents for which Murfee Engineering was responsible. Mr. Malish stated that the Board could not award a bid without the necessary permit(s); after the bids were evaluated, Mr. Malish would make a recommendation to the Board, at which point the Board would make the final decision to award the contract.

Next, Mr. Blanton and the Board discussed various documents and elements relating to the parking lot, including light fixtures. Director Clifford led a discussion regarding the circumstances under which the lights would be illuminated. Director Golde suggested and the Board agreed that the design and choice of light fixtures would be handled by the subcommittee. Ms. Albright flagged for the Board that the schedule of future meetings might need adjustment to ensure that the full Board was present for the contract award decision.

Next, Mr. Malish discussed the cost implications of the construction schedule. He then discussed pre-bid meetings and the benefits of a mandatory versus non-mandatory pre-bid meeting, ultimately recommending a non-mandatory pre-bid meeting. Mr. Malish recommended that the pre-bid meeting be held at Murfee's offices and that the contractors be given the option to see the site in person on the day of the pre-bid meeting. Mr. Malish next discussed the amount of liquidated damages for a project delay to be included in the contract and recommended that the amount be set at \$150/day. The Board unanimously agreed to proceed with Mr. Malish's recommendations.

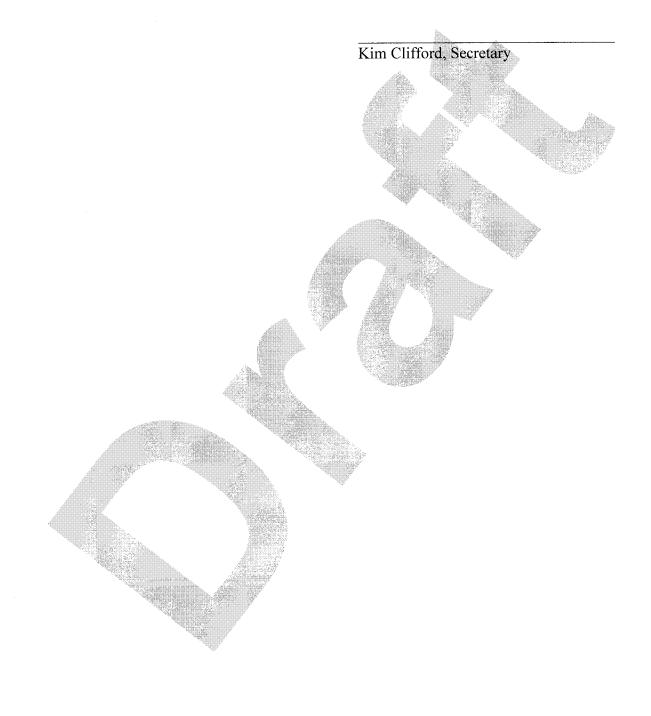
Next, Mr. Parker updated the Board on the timeline for the review of the site line easement by the county. Mr. Parker also addressed the timeline and contracts associated with Method Architecture's services.

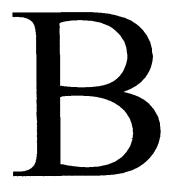
The Board next considered reimbursements to the HOA under the Joint Maintenance Agreement. Ms. Albright detailed her conversation with Mr. Greene regarding the Joint Maintenance Agreement and the HOA's proposed adjustment in accounting.

The Board next discussed the legislation impacting the District in the 86<sup>th</sup> Legislative Session. Ms. Albright stated that Ms. Perrin and Ms. Albright would monitor legislation that would affect the District. Ms. Albright requested that this be added to the agenda as a standing item for future updates during the session. Ms. Albright offered to prepare a memo at the end of the session to summarize legislation that might affect conduct of District business.

Upon motion made by Director Bryson, seconded by Director Clifford, and unanimously carried by the Board members present, the meeting was adjourned at 7:50 p.m.

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





## BELVEDERE MUD SCHEDULE OF CASH ACTIVITY GENERAL FUND MEETING DATE: MARCH 19, 2019

GENERAL FUND	CHECKING ACCOUNT BALANCE AS OF 2/28	10				
Revenue:						
Deposit Date	Description	· · ·		Amount		
				-	\$	_
					<u> </u>	
	Cash Balance Before	e Expenditures			\$	150,664.20
Expenditures:						
Check Number				Amount		
1097	Montoya & Monzingo LLP	Accounting Fees	\$	1,200.00		
1098	Travis Central Appraisal District	Appraisal Fees	\$	788.48		
1099	Lloyd Gosselink	Legal Fees	\$	6,807.22		
1100	Murfee Engineering Company	Engineering Fees	\$	1,500.00		
1101	Murfee Engineering Company	Engineering Fees	\$	2,291.25		
Transfer	Belvedere - Money Market		\$	50,000.00		
Transfer	Belvedere - Debt Service	Property Taxes	\$	75,625.49		
	Total Expenditures				\$	138,212.44
ENDING GENERAL	. FUND CHECKING ACCOUNT BALANCE AS	OF MARCH 19, 2019			\$	12,451.76
	MONEY MARKET ACCOUNT - UNRESERVED				\$	370,623.72
TOTAL GENERAL		ESERVES				370,623.72 383,075.48 480,000.00
IOTAL GENERAL	FUND OPERATING CASH - UNRESERVED	ESERVES			\$	383,075.48
TOTAL GENERAL GENERAL FUND -	FUND OPERATING CASH - UNRESERVED	ESERVES			\$	383,075.48
TOTAL GENERAL GENERAL FUND -	FUND OPERATING CASH - UNRESERVED MONEY MARKET ACCOUNT - OPERATING R	ESERVES			\$	383,075.48 480,000.00
TOTAL GENERAL GENERAL FUND - FOTAL GENERAL	FUND OPERATING CASH - UNRESERVED MONEY MARKET ACCOUNT - OPERATING R	ESERVES			\$	383,075.48 480,000.00
FOTAL GENERAL GENERAL FUND - FOTAL GENERAL	FUND OPERATING CASH - UNRESERVED MONEY MARKET ACCOUNT - OPERATING R FUND CASH BALANCE	ESERVES			\$	383,075.48 480,000.00 863,075.48
TOTAL GENERAL GENERAL FUND - TOTAL GENERAL	FUND OPERATING CASH - UNRESERVED MONEY MARKET ACCOUNT - OPERATING R FUND CASH BALANCE	ESERVES			\$	383,075.48 480,000.00 863,075.48 258,764.33
TOTAL GENERAL GENERAL FUND - TOTAL GENERAL	FUND OPERATING CASH - UNRESERVED MONEY MARKET ACCOUNT - OPERATING R FUND CASH BALANCE ANCE - CAPITAL PROJECTS	ESERVES			\$	383,075.48 480,000.00 863,075.48
TOTAL GENERAL GENERAL FUND - TOTAL GENERAL FOTAL CASH BAL	FUND OPERATING CASH - UNRESERVED MONEY MARKET ACCOUNT - OPERATING R FUND CASH BALANCE ANCE - CAPITAL PROJECTS DEBT SERVICE FUND Property Taxes	ESERVES		75,625.49	\$	383,075.48 480,000.00 863,075.48 258,764.33
TOTAL GENERAL GENERAL FUND - TOTAL GENERAL FOTAL CASH BAL	FUND OPERATING CASH - UNRESERVED MONEY MARKET ACCOUNT - OPERATING R FUND CASH BALANCE ANCE - CAPITAL PROJECTS	ESERVES	<u>\$</u>	75,625.49	\$	383,075.48 480,000.00 863,075.48 258,764.33

Belvedere Municipal Utility District Statement of Revenues and Expenditures Budget vs. Actual For the Year to Date Ended March 19, 2019 Unaudited

(8,376) (8,562) 186 20,000 65,000 20,000 2,679 3,423 200 100 2,000 289,701 31,324 15,000 50,469 5,000 25,000 20,000 23,652 7,200 7,030 298,077 (Unfavorable) Favorable Variance Annual 2019 θ Ф (84,678) 20,000 65,000 4,000 5,000 2,000 3,000 15,000 65,000 5,000 25,000 20,000 20,000 200 55,000 7,500 14,400 18,000 100 386,200 298,522 301,522 45,000 Budget Annual 2019 θ ф (1,970) 7,500 17,969 12,500 10,000 679 923 <u>1</u>00 8 1,686 2,500 10,000 10,000 32,500 3 140,699 142,385 1,152 3,824 108,727 251,112 (Unfavorable) Year to Date Favorable Variance \$ б (46,089) 2,000 2,500 1,500 27,500 7,500 7,500 32,500 2,500 10,000 12,500 10,000 32,500 10,000 100 000,1 196,850 149,261 150,761 22,500 7,200 9,000 50 Year to Date Budget Ф в 205,023 1,577 3,186 88, 123 21,348 23,676 7,500 289,960 293,146 7,200 10,970 1,321 14,531 Year to Date Actual ь Ф Amenity Center Improvements - Construction Amenity Center Improvements - Engineering Amenity Center Improvements - Consultants Engineering Fees - Drainage Maintenance **Tax Appraisal and Collection Fees** Total Expenditures **Total Revenues** Expenditures Amenity Center Maintenance Amenity Center Landscaping Revenues Amenity Center Operations Projected Excess Revenue Drainage Maintenance Solid Waste Disposal Over Expenditures Maintenance Taxes Newspaper notices Engineering Fees Accounting Fees Interest Income Bank Charges Legal Fees Other Fees Audit Fees Insurance

Capital Projects Fund **Belvedere MUD** 

(18,575.00) 226.46 (36,021.91) (100.00) 167.36 (4,207.63) (7,410.00) (23,940.00) 153.19 247.89 \$ 347,297.40 234.77 244.12 223.57 224.11 Total \$ 5,050.40 226.46 167.36 153.19 244.12 223.57 247.89 224.11 234.77 Eamings Surplus Funds Interest ī ۱ . ł 4 \$ 92,247.00 (18,575.00) (6,285.00) (100.00) (23,940.00) , Funds Surplus Improvements \$ 40,000.00 Trail (4,207.63) (7,410.00) (29,736.91) \$ 210,000.00 Amenity Center \$ 168,645.46 Improvements . T Bar M Land Services, LLC JBS & TexaScape (maint) Bond expense refund Payee Method Architecture Engineering fees Engineering fees Interest earned TCEQ fee 2/18 -9/18 10/31/18 08/31/18 07/17/18 09/30/18 10/16/18 10/16/18 11/30/18 02/28/19 10/16/18 10/22/18 12/31/18 01/31/19 Date Transfer Transfer Number Check Transfer 1051 1074 Beginning Cash Balance

Ending Cash Balance

\$ 258,764.33

\$ 6,771.87

\$ 43,347.00

\$ 40,000.00

# Belvedere Municipal Utility District Balance Sheet As of March 19, 2019

	Mar 19, 19
ASSETS Current Assets Checking/Savings CASH	
Money Market - ABC Bank Checking Account - ABC Bank	850,623.72 12,451.76
Total CASH	863,075.48
Totai Checking/Savings	863,075.48
Accounts Receivable Taxes Receivable	18,499.95
Total Accounts Receivable	18,499.95
Other Current Assets Due From Capital Projects	5,528.75
Total Other Current Assets	5,528.75
Total Current Assets	887,104.18
TOTAL ASSETS	887,104.18
LIABILITIES & EQUITY Liabilities Current Liabilities Other Current Liabilities Deferred Revenue	18,499.95
Total Other Current Liabilities	18,499.95
Total Current Liabilities	18,499.95
Total Liabilities	18,499.95
Equity Unassigned Net Income	663,581.32 205,022.91
Total Equity	868,604.23
TOTAL LIABILITIES & EQUITY	887,104.18

# Belvedere Municipal Utility District Profit & Loss October 1, 2018 through March 19, 2019

	Oct 1, '18 - Mar 19, 19
Ordinary Income/Expense	
Income	
Interest Income	3,185.70
Income	
Property Taxes	289,960.02
Total Income	289,960.02
Total Income	293,145.72
Expense	
Amenity Center Operations	14,531.00
Audit Fees	7,500.00
Bookkeeping Fees	7,200.00
Engineering	
Engineering Design - Amenity	0.00
District Engineering	10,970.00
Total Engineering	10,970.00
Insurance	1,320.75
Legal Fees Legal Fees	23,676.55
Total Legal Fees	23,676.55
Collection and Appraisal Fees	1,576.96
Waste Disposal	21,347.5
Total Expense	88,122.81
Net Ordinary Income	205,022.91
at income	205,022.91

## Belvedere MUD - Capital Projects Fund Balance Sheet As of March 19, 2019

	Mar 19, 19
ASSETS Current Assets Checking/Savings	250 784 23
Cash	258,764.33
Total Checking/Savings	258,764.33
Total Current Assets	258,764.33
TOTAL ASSETS	258,764.33
LIABILITIES & EQUITY Liabilities Current Liabilities Other Current Liabilities Due to Operating	5,528.75
Total Other Current Liabilities	5,528.75
Total Current Liabilities	5,528.75
Total Liabilities	5,528.75
Equity Restricted Net income	257,436.68 -4,201.10
Total Equity	253,235.58
TOTAL LIABILITIES & EQUITY	258,764.33

# Belvedere MUD - Capital Projects Fund Profit & Loss October 1, 2018 through March 19, 2019

	Oct 1, '18 - Mar 19, 19
Ordinary Income/Expense	
Income	
Bond Expense Refund	153.19
Total Income	153.19
Gross Profit	153.19
Expense	
Trail improvements & Repairs	247.50
Drainage Improvements & Repairs	2,043.75
Amenity Center Improvements	3,237.50
Total Expense	5,528.75
Net Ordinary Income	-5,375.56
Other Income/Expense	
Other Income Interest Income	1,174.46
Interest income	
Total Other Income	1,174.46
Net Other Income	1,174.46
Net Income	-4,201.10

## Belvedere MUD-Debt Service Fund Balance Sheet As of March 19, 2019

	Mar 19, 19		
ASSETS Current Assets Checking/Savings Cash			
MUD Debt Service Fund	599,382.63		
Total Cash	599,382.63		
Total Checking/Savings	599,382.63		
Accounts Receivable Taxes Receivable	24,297.58		
Total Accounts Receivable	24,297.58		
Total Current Assets	623,680.21		
TOTAL ASSETS	623,680.21		
LIABILITIES & EQUITY Liabilities Current Liabilities Other Current Liabilities Deferred Revenue	24,297.58		
Total Other Current Liabilities	24,297.58		
Total Current Liabilities	24,297.58		
Total Liabilities	24,297.58		
Equity Restricted Net Income	306,809.01 292,573.62		
Total Equity	599,382.63		
TOTAL LIABILITIES & EQUITY	623,680.21		

# Belvedere MUD-Debt Service Fund Profit & Loss October 1, 2018 through March 19, 2019

	Oct 1, '18 - Mar 19, 19
Ordinary Income/Expense Income Tax Revenue	386,573.44
Total Income	386,573.44
Expense Bank Service Charges Interest Expense Paying Agent Fee	72.00 94,340.63 1,000.00
Total Expense	95,412.63
Net Ordinary Income	291,160.81
Other Income/Expense Other Income Interest Income	1,412.81
Total Other Income	1,412.81
Net Other Income	1,412.81
et Income	292,573.62

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Montoya & Monzingo, LLP			Ī	nvoice
P.O. Box 2029		Dat	e	Invoice #
Pflugerville, TX 78691 (512) 251-5668		03/04/:		23104
Bill To Belvedere MUD P.O. Box 2029 Pflugerville, TX 78691				
	Terms			
	Due on rec	eipt		
Description			Amou	nt
March 2019 accounting services.				1,200.00
Thank you for your business.	Tot	al		\$1,200.00

## TRAVIS CENTRAL APPRAISAL DISTRICT

8314 Cross Park Dr. P.O. Box 149012 Austin, TX 78714

	Invoice Date	Invoice Number
Invoice	3/1/2019	4661

Jurisdiction ID: 1K

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

To remit via wire, please contact the Finance Department.

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

Invoice Date	Charge Code	Description	Amount
3/1/2019	Appraisal Revenue	2nd Quarter 2019 Appraisal Fees	\$788.48
Due Date: 3/31/2	019	Total:	\$788.48

4661 3/1/2019

Invoice DateCharge CodeDescriptionAmount3/1/2019Appraisal Revenue2nd Quarter 2019 Appraisal Fees\$788.48

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## 1K Belvedere MUD

Total Due: \$788.48

3/31/2019

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.

Amount Remitted:

Due Date:

	•
Murfee Engineering Company	• •
Belvedere Municipal Utility District c/o Montoya & Monzingo, LLP	Invoice number 40602 Date 03/14/2019
via email: Jeff Monzingo jeff@jeffmcpa.com cc: Michele michele@jeffmcpa.com	Project 17031 BELVEDERE MUNICIPAL UTIL DISTRICT
Professional Engineering Services Rendered Through February	24, 2019

Description		Contract Amount	Prior Billed	Current Billed
17031-11 District Engineering Oct 2018 to Sept 2019		18,000.00	6,000.00	1,500.00
	Total	18,000.00	6,000.00	1,500.00

Invoice total 1,500.00

1101 Capital of Texas Highway South · Building D, Suite 110 · Austin, Texas 78746 · 512/327-9204 · TBPE F353

Belvedere Municipal Utility District

Invoice number 40602

Involce date 03/14/2019

Murfee Engineering Company	anggang ang mga ng mga kawa kawa	19 m/24	n ng mangangan sa	lan a san kalang
Belvedere Municipal Utility District c/o Montoya & Monzingo, LLP	Invoice nu Date		40603 03/14/2019	
via email: Jeff Monzingo jeff@jeffmcpa.com cc: Michele michele@jeffmcpa.com		/031 Belvede Istrict	re Municipal U	tility
Professional Engineering Services Rendered Through February 24	1, 2019			
Description		м. М		
Description TRAIL REHABILITATION AND REPAIR		·.		
TRAIL REHABILITATION AND REPAIR				Total
TRAIL REHABILITATION AND REPAIR				Total
TRAIL REHABILITATION AND REPAIR Proparod map with field data results.				Total
TRAIL REHABILITATION AND REPAIR Prepared map with field date results. PROFESSIONAL FEES		Hours	Rale	Billed
TRAIL REHABILITATION AND REPAIR Propared map with field date results. PROFESSIONAL FEES		Hours 1.50	Rate 165.00	Total Billed Amount 247.50

1101 Capital of Texas Highway South · Building D, Suite 110 · Austin, Texas 78746 · 512/327-9204 · TBPE F353

1



# Murfee Engineering Company

Belvedere Municipal Ulility District c/o Montoya & Monzingo, LLP via email: Jaff Monzingo jeff@jeffmcpa.com cc: Michele michele@jeffmcpa.com Invoice number Dale

> 40604 03/14/2019

Project 17031 Belvedere Municipal Utility District

Professional Engineering Services Rendered Through February 24, 2019

### Description

### FLAGLER DRIVE AND BELLANCIA DRIVE DRAINAGE IMPROVEMENTS

Visited site; prepared maps with drainage calculations; developed conceptual plan for re-routing flows; additonal site visit to verify feasibility.

PROF	ESSIONAL	FEES
------	----------	------

17031-33 Flagler Drive and Bellancia Drive Drainage Improvements

		Hours	Rate	Billed Amount
Principal				
David Malish		3.00	300.00	900.00
Managing Engineer				
James F, Scalef		1.00	250.00	250.00
Engineering Technician II				
John Blake		0.75	115.00	86.25
Engineering Technician I				
Evan Parker		8.50	95.00	807,50
	PROFESSIONAL FEES subtotal	13.25		2,043.75

Invoice total 2,04

2,043.75

Total

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Page 1

# MONTOYA & MONZINGO, LLP CERTIFIED PUBLIC ACCOUNTANTS

P.O. BOX 2029 203 RAILROAD AVE. N. PFLUGERVILLE, TX 78691-2029 PH (512) 251-5668 FAX (512) 990-5391

March 19, 2019

American Bank of Commerce Attn: Stephanie Reutter 10920 Lakeline Mall Drive Suite 100 Austin, TX 78717

RE: Belvedere MUD Operating # 4124251 Operating Money Market # 4135091

Please transfer \$50,000.00 from the Operating Checking account #4124251 to the Operating Money Market account #4135091.

Thank you,

Director

Director

Director

# MONTOYA & MONZINGO, LLP CERTIFIED PUBLIC ACCOUNTANTS

P.O. BOX 2029 203 RAILROAD AVE. N. PFLUGERVILLE, TX 78691-2029 PH (512) 251-5668 FAX (512) 990-5391

March 19, 2019

American Bank of Commerce Attn: Stephanie Reutter 10920 Lakeline Mall Drive Suite 100 Austin, TX 78717

RE: Belvedere MUD Operating # 4124251 Debt Service Money Market # 4124278

Please transfer \$75,625.49 from the Operating Checking account #4124251 to the Debt Service Money Market account #4124278.

The transfer is to satisfy interest and sinking fund requirements for the bonds that have been issued.

Thank you,

Director

Director

Director

# MONTOYA & MONZINGO, LLP CERTIFIED PUBLIC ACCOUNTANTS

P.O. BOX 2029 203 RAILROAD AVE. N. PFLUGERVILLE, TX 78691-2029 PH (512) 251-5668 FAX (512) 990-5391

March 19, 2019

American Bank of Commerce Attn: Stephanie Reutter 10920 Lakeline Mall Drive Suite 100 Austin, TX 78717

RE: Belvedere MUD Capital Projects Money Market # 4124286 Operating Money Market # 4135091

Please transfer \$5,528.75 from the Capital Projects Money Market account #4124286 to the Operating Money Market account #4135091.

Thank you,

Director

Director

Director



### www.theabcbank.com

2293613

C

Date 2/28/19 Primary Account Page 1

FDIC

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

3

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

### Checking Account

Account Title: Belvedere Municipal Utility District General Funds

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

Business Checking Public Account Number Previous Balance 13 Deposits/Credits 8 Checks/Debits Service Charge Amount Interest Paid Current Balance	Enclosures/Images Statement Dates 2/01/J Days in the Statement Pe Average Ledger Balance Average Collected	L9 thru 2/28/19 eriod 28 471,414.19 471,414.19	-

		Deposits	And Other	creatts	
Date	Description	n		. <b></b> .	Amount
2/01	PPD	F746000192	. '		43,410.41
2 /04	CONS PAY	PT CLEARING F746000192			30,211.41
2/04	PPD CONS PAY	PT CLEARING			•
2/05	PPD	F746000192			19,768.97
•	CONS PAY	PT CLEARING			r 256 50
2/06	PPD	F746000192			5,256.50
2 (07	CONS PAY	PT CLEARING F746000192			4,355.06
2/07	CONS PAY	PT CLEARING			·
2/08	PPD	F746000192			14,332.94
•	CONS PAY	PT CLEARING			

NOTICE: SEE REVERSE SIDE FOR DISCLOSURE Member FDIC 🚖 Equal Housing Lender



C

	Belvedere Municipal Utility District General Funds PO Box 2029 Pflugerville TX 78691	Date 2/28/19 Primary Account	Page 2
Busines	s Checking Public Funds	(Continued)	
	Deposits And Other C	redits	
Date	Description	Amount	
2/11	PPD F746000192 CONS PAY PT CLEARING	12,133.75	
2/12	PPD F746000192	619.02	
	CONS PAY PT CLEARING	966.37	
2/13	PPD F746000192 CONS PAY PT CLEARING	966.37	
2/22	PPD F746000192	850.91	i
2 /26	CONS PAY PT CLEARING	374.34	
2/26	PPD F746000192 CONS PAY PT CLEARING	5/4.54	
2/28	PPD F746000192	67.65	
2/28	CONS PAY PT CLEARING Deposit	51.94	
Date 2/21 2/21 2/21 2/21 2/21	Checks Check No. AmountDate 120,305.17 2/2 159,340.80 2/2 170,000.00 2/2 1092* 1,200.00 2/2	25 1093 22 1094 25 1095	Amount 7,874.00 7,178.94 3,375.00 1,500.00
Date 2/01 2/04 2/05 2/06 2/07	532,449,25 2/08 60 562,660.66 2/11 65 582,429.63 2/12 65 587,686.13 2/13 62	Summary ance Date 06,374.13 2/22 18,507.88 2/25 19,126.90 2/26 20,093.27 2/28 59,247.30	Balance 162,919.27 150,170.27 150,544.61 150,664.20

End Of Statement

2235

# Belvedere Municipal Utility District Reconciliation Detail

Туре	Date	Num	Name	Cir	Amount	Balance
Beginning Balan	ICO					489,038.84
Cleared Tr						
Checks	and Payments - 8 i	tems				
Check	02/14/2019	1094	Lloyd Gosselink - Att	х	-7,178.94	-7,178.94
Check	02/14/2019	1096	Murfee Engineering	X	-3,375.00	-10,553.94
Check	02/14/2019	1095	Murfee Engineering	X	-1,500.00	-12,053.94
Transfer	02/19/2019		-	X	-170,000,00	-182,053.94
Check	02/19/2019	Transfer	Belvedere MUD Deb	X	-159,340.80	-341,394.74
Check	02/19/2019	Transfer	Belvedere MUD Deb	X	-120,305.17	-461,699.91
Check	02/19/2019	1093	Belvedere Homeow	X	-7,874.00	-469,573.91
Check	02/19/2019	1092	Montoya & Monzing	x	-1,200.00	-470,773.91
Total Ch	ecks and Payments			_	-470,773,91	-470,773.91
	and Credits - 13 is	tems				
Deposit	02/01/2019			Х	43,410.41	43,410.41
eposit	02/04/2019			Х	30,211,41	73,621.82
eposit	02/05/2019			Х	19,768.97	93,390.79
leposit	02/06/2019			х	5,256.50	98,647.29
eposit	02/07/2019			х	4,355.06	103,002.35
eposit	02/08/2019			х	14,332.94	117,335.29
eposit	02/11/2019			X	12,133.75	129,469.04
eposit	02/12/2019			Х	619.02	130,088.06
eposit	02/13/2019			х	966.37	131,054.43
eposit	02/22/2019			х	850.91	131,905.34
eposit	02/26/2019			Х	374.34	132,279.68
eposit	02/28/2019			Х	51.94	132,331.62
eposit	02/28/2019			× _	67.65	132,399.27
Total Dep	oosits and Credits			_	132,399.27	132,399.27
Total Cleare	d Transactions			_	-338,374.64	-338,374.64
leared Balance				-	-338,374.64	150,664.20
egister Balance a	as of 02/28/2019			_	-338,374.64	150,664.20
nding Balance				_	-338,374,64	150,664.20

Checking Account - ABC Bank, Period Ending 02/28/2019



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2293616

Date 2/28/19 Primary Account Page 1

FDIC

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

#### 2

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

#### Checking Account

Account Title: Belvedere Municipal Utility District Operating Money Market

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

Account Previous 1 De Ch Service Interest	s Balance posits/Credits necks/Debits Charge Amount	170,000.0 .0 .0 650.0	)7 Days in the )0 Average Ledg )0 Average Coll )0 Interest Ear	tes 2/01 Statement er Balance ected ned ntage Yiel	678,544.49 678,544.49 650.65 d Earned 1.26%
Date 2/21 2/28	Description Deposit Interest Deposit	Deposits And	Other Credits 170	Amount ,000.00 650.65	
Date 2/01	Balance 629,973.07	Date	alance Summary Balance 799,973.07	Date 2/28	Balance 800,623.72

NOTICE: SEE REVERSE SIDE FOR DISCLOSURE Member FDIC 🚖 Equal Housing Lender

FORM NO. VS-10601 2242



Date 2/28/19 Primary Account

Page

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

Money Market Public Fund

(Continued)

Interest Rate Summary Date Rate 1/31 1.250000%

2

End Of Statement

# Belvedere Municipal Utility District Reconciliation Detail Money Market - ABC Bank, Period Ending 02/28/2019

Туре	Date	Num	Name	Clr	Amount	Balance
Beginning Bala	ince					629,973.07
Cleared T	ransactions					
Depos	its and Credits - 2 ite	ems				
Transfer	02/19/2019			x	170,000.00	170,000.00
Deposit	02/28/2019			× _	650.65	170,650.65
Total D	eposits and Credits			1	170,650.65	170,650.65
Total Clea	red Transactions				170,650.65	170,650.65
Cleared Balance	9			_	170,650.65	800,623.72
Register Balance	e as of D2/28/2019			-	170,650.65	800,623.72
Ending Balance	9				170,650.65	800,623.72



#### www.theabcbank.com

2292544

Date 2/28/19 Primary Account Page

FDIC

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

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

Checking Account

Account Title: Belvedere Municipal Utility District Capital Projects

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

·(	Money Market Publi Account Number Previous Balance Deposits/Cre Checks/Debit Service Charge Amo Interest Paid Current Balance		224	00 Stat 0.22 Days 00 Aver 00 Aver 00 Inte	in the s age Ledge age Colle rest Earn al Percen	tes 2/03 Statement er Balance scted ned ntage Yiel	Period d Earned	0 2/28/19 28 258,540.22 258,540.22 224,11 1.14% 472.00
	Date 2/28	Description Interest Deposit	Deposits Ar	nd Other Cr	edits	Amount 224.11	· <b></b>	
	Date 2/01	Balance 258,540.22	Daily Date 2/28	Balance Su Balan 258	mmary ce ,764.33			
	·		Interest R ate 1/31		y e .130000%	· · · · · · · · · · · · · · · · · · ·	· · · · · · · ·	
0		· .						

NOTICE: SEE REVERSE SIDE FOR DISCLOSURE Member FDIC 💼 Equal Housing Lender

FORM NO. VS-1060L 295



# Belvedere MUD - Capital Projects Fund Reconciliation Detail <sub>Cash</sub>, Period Ending 02/28/2019

Туре	Date	Num	Name	Cir	Amount	Balance
Beginning Balance		<u> </u>				258,540.22
Cleared Trans	actions					
Deposits ar Deposit	nd Credits - 1 Ite 02/28/2019	m		×	224.11	224.11
•	its and Credits			-	224.11	224.11
Total Cleared T	ransactions			· _	224.11	224.11
Cleared Balance					224.11	258,764.33
Register Balance as (	of 02/28/2019			-	224.11	258,764.33
nding Balance				-	224.11	258,764.33



## www.theabcbank.com

2293614

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Date 2/28/19 Primary Account Page 1

**FDIC** 

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

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

### Checking Account

Account Title: Belvedere Municipal Utility District Debt Services

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

2 De Cl Service	s Balance eposits/Credits hecks/Debits Charge Amount	.00 .00	Average Ledger Balance Average Collected Interest Earned	Period 28 323,715.63 323,715.63 294.38
Interest Paid Current Balance		294.38 523,757.14	Annual Percentage Yiel 2019 Interest Paid	d Earned 1.19% 594.56
Date	Description	eposits And Oth	Amount	
2/21 2/21 2/28	Deposit Deposit Interest Deposit		120,305.17 159,340.80 294.38	

NOTICE: SEE REVERSE SIDE FOR DISCLOSURE Member FDIC 숱 Equal Housing Lender



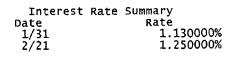
Date 2/28/19 Primary Account

Page 2

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

Money Market Public Fund

(Continued)



End Of Statement

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# Belvedere MUD-Debt Service Fund Reconciliation Detail Cash, Period Ending 02/28/2019

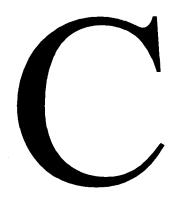
Туре	Date	Num	Name	Clr	Amount	Balance
Beginning Bala	ince					243,816.79
Cleared T	ransactions					
Depos	its and Credits - 3 ite	ems				•
Deposit	02/19/2019			Х	120,305.17	120,305.17
Deposit	02/19/2019			х	159,340.80	279,645.97
Deposit	02/28/2019			′ X _	294.38	279,940.35
Total D	eposits and Credits			_	279,940.35	279,940.35
Total Clea	red Transactions				279,940.35	279,940.35
Cleared Balance	I			_	279,940.35	523,757.14
Register Balance	e as of 02/28/2019			_	279,940.35	523,757.14
Ending Balance	•				279,940.35	523,757.14

Current tax vate Operating: 15 Debt Service: 20 totul: .35

Dpuruting: 2014 930.50 2015 1373.87 2016 1636.55 2011 = 1547.31 2018 = 13011.72 18,499.95

# Dutstunding property two reactively Debt Service 2014=1440.81 2015=19162.38 2016=1727.38 2016=1727.38 2017=1820.07 2018=17,346.94

RI RI	ECEIVABLE BALANC	CE 'R' REPOR	Ť	FROM 10/01/	OLL/DIST REPOR 2018 TO 02/28, L OTHERS		YEAR FROM 0000	TO 2018				
UIK	BELVEC				••••••		• • • • • • • • • • • • • • • • • • • •				RER DEWALTY	TOTAL
	BEGINNING	TAX	BASE TAX		NET BASE TAX			P 6 I	PEI			DISTRIBUTED
YEAR	TAX BALANCE	ADJ	COLLECTED		COLLECTED (		TAX BALANCS				COLLECTED	DISIRIBUILD
2006	. 00	. 00	.00	. 08	.00	.00 %	.00	.00	. 00	. 00	.00	.00
2007	.00	.00	,00	.00	.00			.00	. 00	.00	.00	.00
2008	.00	.00	.00	.00	.00			. 00	. 00	.00	.00	.00
2009	.00	.00	.00	.00	.00			. 00	. 00	. 00	.00	.00
2010	. 80	.00	.00	.00	.00	.00 *	.00	, 00	. 00	. 00	,00	. 00
3011	. 50	. 30	.00	.00	.00	,00 \$	.00	.00	.00	. 00	.00	. 90
2012	. 00	.00	.00	.00	.00	.00 \$	. 00	.00	. 00	.00	.00	.00
2013	.00	. 00		.00	.00	.00 \$	.00	. 00	. 50	.00	.00	.00
2014	2371,31	.00	. 00	.00	.00	.00 \$	2371.31	.00	.00	. 00	. 00	.00
2015	3336.25	.00	. 00	.00	.00	.00 *	3336,25	.00	.00	. 00	. 00	.00
2016	3363.93	.00	. 00	. 09	.00	,00 ¥	3363,93	.00	, 00	. 00	.00	.00
2017	4321.88	72.15-	954.50	72.15		20.76 \$		208.67	, 00	. 00	. 00	1091.02
TOTL	13393.37	72.15-	954.50	72.15		6,62 1		208.67	. 00	. 00	.00	1091.02
2018	710765.95	639.08-	679836.46	68.25	679768.21	9\$.72 <b>\</b>	30358.66	840.80	.00	. 00	. 00	680609.01
ENTITY						•••••	•••••			•••••		
TOTL	724159.32	711.23-	680790.96	140.40	680650.56	94,08 \$	12797,53	1049,47	.00	.00	.00	681700.03



3/15/2019



# **TexPool Highlights**

## What is TexPool?

Organized in 1989, TexPool is the largest and oldest local government investment pool in the State of Texas. TexPool currently provides investment services to over 2000 communities throughout Texas.

#### How is TexPool organized?

The State Comptroller of Public Accounts oversees TexPool. Federated Investors is the full service provider to the pools managing the assets, providing Participant Services, and arranging for all custody and other functions in support of the pools operations under a contract with the Comptroller.

#### What is TexPool's investment philosophy?

TexPool and TexPool Prime are managed conservatively to provide a safe, efficient, and liquid investment alternative to Texas governments. The pools seek to maintain a \$1.00 value per share as required by the Texas Public Funds Investment Act. TexPool investments consist exclusively of U. S. Government securities, repurchase agreements collateralized by U. S. Government securities, and AAA-rated no-load money market mutual funds. TexPool Prime invests in the above plus, commercial paper and certificates of deposits. TexPool and TexPool Prime are each rated AAAm by Standard & Poor's, the highest rating a local government investment pool can achieve. The weighted average maturities of the pools cannot exceed 60 days, with the maximum maturity of any Investment limited to 13 months. TexPool and TexPool Prime, like its participants, are governed by the Texas Public Funds Investment Act, and are in full compliance with the Act.

#### How are deposits and withdrawals to TexPool / TexPool Prime made?

Deposits and withdrawals to TexPool / TexPool Prime can be made on any business day of the week. Four methods of completing transactions are available. Deposits, withdrawals, and transfers may be made using our TexConnect Online system, our TexConnect VRU, EDGEnet, or by contacting a Participant Services Representative directly. Transactions can be requested up to 90 business days in advance in the TexConnect systems.

#### Are TexPool participants required to keep minimum balances?

There are no minimum balance requirements for TexPool or TexPool Prime participants, and there is no limit on the number of accounts a participant can have.

#### What are TexPool and TexPool Prime's fees?

TexPool's fee is 0.0473% annually, and TexPool Prime's fee is 0.0638% annually, calculated daily on the fund balance of each respective pool. The fees are deducted from the interest earnings of the pools. There is no direct reduction to the participant's account, and all TexPool and TexPool Prime rates are quoted net of fees. These fees will remain fixed throughout the term of the management contract with Federated Investors.

#### How is interest paid to the TexPool participant?

Interest is accrued daily and paid monthly. Interest may either be left in the participant's account or withdrawn.

59854

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**Copyright Policy** 

3/15/2019



# **New Participant Enrollment**

Follow the steps below to establish a new relationship with TexPool:

- 1. Submit the Resolution Authorizing Participation in the TexPool Investment Pools and Designating Authorized Represenstatives form to the Governing Body for approval.
- Complete, sign, and date the Participation Agreement. The Participation Agreement contains a Certificate of Incumbency on page 4 that requires the signature of the Board Secretary, City Secretary, or County Clerk. A Notary Public signature is unacceptable.
- 3. Please have the Resolution and Participation Agreement signed by your Board President, Mayor, or County Judge and attested by your Board Secretary, City Secretary, or County Clerk. The signature and seal of a Notary Public is unacceptable.
- 4. Please complete a Bank Information Sheet for each account to be opened. If you are an existing TexPool participant and are enrolling in TexPool Prime, please complete a TexPool to TexPool Prime Account Setup Form.
- 5. Please call Participant Services at 866-839-7665 with any questions you might have regarding the enrollment process. This includes questions such as which form do I use, who signs the form, and where do they sign. We suggest you fax the completed paperwork to TexPool for review prior to mailing. The enrollment process can be expedited by allowing a preliminary review to confirm that the forms have been completed correctly. If any modifications need to be made, we will contact you so that they can be completed before the paperwork is mailed. Our fax number is 866-839-3291.
- 6. Send the appropriate Resolution, the Participation Agreement(s), Bank Information Sheet(s), or TexPool to TexPool Prime Account Set Up Form with original signatures along with a copy of your approved Investment Policy and a copy of the minutes or Resolution passed during the past year by the governing body documenting the review and approval of the investment policy to:

TexPool Participant Services C/O Federated Investors Inc 1001 Texas Avenue, Suite 1400 Houston, Texas 77002

## **Related Forms**

Resolution Authorizing Participation in the TexPool Investment Pools and Designating Authorized Representatives\*

Participation Agreement\*

Bank Information Sheet

TexPool to TexPool Prime Account Setup Form

Vendor Payment Instructions Form

\*Required Forms

www.texpool.com/TexPool/accountdocuments/display.do?cid=59806&print=Y



# Resolution Authorizing Participation in the TexPool Investment Pools and Designating Authorized Representatives

WHEREAS,

("Participant") is a local government or state agency of the State of Texas and is empowered to delegate to the public funds investment pools the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pools ("TexPool/TexPool Prime"), public funds investment pools, were created on behalf of entities whose investment objectives in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

NOW THEREFORE, be it resolved as follows:

- A. That Participant shall enter into a Participation Agreement to establish an account in its name in TexPool/TexPool Prime, for the purpose of transmitting local funds for Investment in TexPool/TexPool Prime.
- B. That the individuals, whose signatures appear in this Resolution, are authorized representatives of the Participant and are each hereby authorized to transmit funds for investment in TexPool/TexPool Prime and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.

These individuals will be issued P.I.N. numbers to transact business via telephone with a Participant Service Representative.

1.		
	Signature	Telephone Number
	Printed Name	Fax Number
	Title	Email
2.		
	Signature	Telephone Number
	Printed Name	Fax Number
	Title	Email
3.	L	
	Signature	Telephone Number
	Printed Name	Fax Number
	Title	Email
4.		
	Signature	Telephone Number
	Printed Name	Fax Number
	Title	Email

1 of 2

5.		
	Signature	Telephone Number
	Printed Name	Fax Number /
	Title	Email
	a name of the Authorized Representative provided above that will hav nations and monthly statements under the Participation Agreement.	e primary responsibility for performing transactions and receiving

#### Printed Name

In addition and at the option of the Participant, one additional authorized representative can be designated to perform inquiry only of selected information. This limited representative cannot make deposits or withdrawals. If the Participant desires to designate a representative with inquiry rights only, complete the following information.

۱.			
	Printed Name	Title	
	Telephone Number	Fax Number	Email

C. That this resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexPool/ TexPool Prime receives a copy of any such amendment or revocation.

Th	is resolution	is hereby	introduced a	and adopted	bγ	the	Par	ticipa	int a	t its	regular/special	meeting	held	on f	lhe
1	1 3				r ^ 1	- 1		1 1	1						

day d	of		2	0		
	and a supersection of the second s	ATTR:	and the second	winter /	Sec. 17	in the second second

Document is to be signed by your Board President, Mayor or County Judge and attested by your Board Secretary, City Secretary or County Clerk

Name	of	Participant

#### SIGNED:

Signature	 	 	****
Printed Name			
Title			

## ATTEST:

Signature	
Printed Name	
Title	

## ORIGINAL SIGNATURE AND DOCUMENT REQUIRED

TEX-BANK

TexPool Participant Services 1001 Texas Avenue, Suite 1400 · Houston, TX 77002 Phone: 1-866-TEXPOOL (839-7665) • Fax: 1-866-839-3291 • www.texpool.com

**Federated** Serviced by G45340-20 (7/18) 2018 @Federated Investors, Inc.

Managed and



# TexPool Investment Pools Participation Agreement

#### Preamble

WHEREAS, the Interlocal Cooperation Act, TEX GOV'T CODE ANN, ch. 791 and the Public Funds Investment Act, TEX. GOV'T CODE ANN, ch. 2256 (the "Acts") provide for the creation of a public funds investment pool to which any local government or state agency may delegate, by contract, the authority to hold legal title as custodian and to make investments purchased with local funds;

WHEREAS, the Trust Company is a special purpose trust company authorized pursuant to TEX. GOV'T CODE ANN. § 404.103 to receive, transfer and disburse money and securities belonging to state agencies and local political subdivisions of the state and for which the Comptroller Is the sole officer, director and shareholder;

WHEREAS, TexPool and TexPool Prime are public funds investment pools, which funds are invested in certain eligible investments as more fully described hereafter;

WHEREAS, the Participant has determined that it is authorized to invest in a public funds investment pool created under the Acts and to enter into this Agreement;

WHEREAS, the Participant acknowledges that the Trust Company is not responsible for independently verifying the Participant's authority to invest under the Acts or to enter this Agreement;

WHEREAS, the Participant acknowledges that the performance of TexPool Investment Pools is not guaranteed by the State of Texas, the Comptroller, or the Trust Company and that there is no secondary source of payment for the TexPool Investment Pools; and

WHEREAS, in an effort to ensure the continued availability of an investment pool as a vehicle for investment of local government funds and simultaneously provide for enhancement in services and potential decreases in management and administrative fees, Participant and Trust Company desire to provide in this Agreement that the Trust Company may obtain private professional investment management and related services.

NOW THEREFORE, for and in consideration of the mutual promises, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree with each other as follows:

#### Article I: Definitions

"Account" shall mean any account or accounts, established by the Participant in TexPool Investment Pools in accordance with this Agreement and the Operating Procedures (as defined herein), which Account represents an undivided beneficial ownership in TexPool Investment Pools.

"Authorized Investments" shall mean those investments which are authorized by the investment Act (as herein defined) for investment of public funds.

"Authorized Representative(s) of the Participant" shall mean any individual who is authorized to execute documents and take such other necessary actions under this Agreement as evidenced by the duly enacted Resolution of the Participant.

"Authorized Representative(s) of the Trust Company" shall mean any employee of the Comptroller or Trust Company who is designated in writing by the Comptroller or the Trust Company's Chief Executive Officer to act as the authorized Trust Company representative for purposes of this Agreement and shall include employees of any private entity performing the obligations of the Comptroller under this Agreement.

"Board" shall mean the advisory board provided for in the Investment Act (as defined below).

"Investment Act" shall mean the Public Funds Investment Act, TEX. GOV'T CODE ANN. ch. 2256, as amended from time to time.

"Investment Policy" shall mean the written TexPool Investment Pools Investment Policies, as amended from time to time, relating to the investment and management of funds in TexPool Investment Pools as established by the Trust Company consistent with the investment Act.

"Letter of Instruction" shall mean a written authorization and direction to the Trust Company signed by an Authorized Representative of the Participant.

"Operating Procedures" shall mean the written procedures established by the Trust Company describing the management and operation of TexPool Investment Pools, and providing for the establishment of, deposits to and withdrawals from the Accounts, as amended from time to time.

"Participant" shall mean any entity authorized by the Acts to participate in a public funds investment pool that has executed this Agreement pursuant to a Resolution,

"Resolution" shall mean the resolution adopted by the governing body of a local governmental entity authorizing the entity's participation in TexPool Investment Pools and designating persons to serve as Authorized Representatives of the Participant.

#### Article II: General Administration

#### Section 2.01. TexPool Investment Pools Defined.

- (a) TexPool Investment Pools are public funds investment pools created pursuant to the Acts,
- (b) Subject to Section 6.10, the Trust Company agrees to manage the Participant's Account(s) in accordance with the Investment Act and the Investment Policy.

#### Section 2.02. Board.

- (a) The Board is composed of members appointed pursuant to the requirements of the Investment Act.
- (b) The Board shall advise the Trust Company on the Investment Policy and on various other matters affecting TexPool Investment Pools, and shall approve fee increases.

#### Section 2.03. General Administration.

- (a) The Trust Company shall establish and maintain the Investment Policy specifically identifying the Authorized Investments consistent with the Investment Act and the general policy and investment goals for TexPool Investment Pools.
- (b) The Trust Company shall establish and maintain the Operating Procedures, describing the management and operation of TexPool Investment Pools and providing for procedures to be followed for the establishment of, deposits to, and withdrawals from the Accounts and such other matters as are necessary to carry out the intent of this Agreement.
- (c) The Trust Company shall have the power to take any action necessary to carry out the purposes of this Agreement, subject to applicable law and the terms of this Agreement.

Section 2.04. Ownership Interest. Each Participant shall own an undivided beneficial interest in the assets of TexPool Investment Pools in an amount proportional to the total amount of such Participant's Accounts relative to the total amount of all Participants' Accounts in TexPool Investment Pools, computed on a daily basis.

Section 2.05. Independent Audit. TexPool Investment Pools are subject to annual review by an independent auditor consistent with Ch. 2256, TEX GOV'T CODE ANN. In addition, reviews of TexPool Investment Pools may be conducted by the State Auditor's Office and the Comptroller's office. The Trust Company may obtain such legal, accounting, financial or other professional services as it deems necessary or appropriate to assist TexPool Investment Pools in meeting its goals and objectives.

Section 2.06. Liability. Any liability of the Comptroller, the Comptroller's office, the Trust Company, representatives or agents of the Trust Company, any Comptroller employee, Trust Company or any member of the Board for any loss, damage or claim, including losses from investments and transfers, to the Participant shall be limited to the full extent allowed by applicable laws. The Trust Company's responsibilities hereunder are limited to the management and investment of TexPool Investment Pools and the providing of reports and information herein required.

#### Article III: Participant Requirement

Section 3.01. The Participation Agreement. The Participant must execute this Agreement and provide a Resolution authorizing participation in TexPool Investment Pools and designating persons to serve as Authorized Representatives of the Participant and any other documents as are required under, and substantially in the form prescribed by, the Operating Procedures before depositing any funds into TexPool Investment Pools. The Participant must provide an updated Resolution designating Authorized Representatives within 5 business days of the departure of any Authorized Representative of the Participant.

#### Section 3.02. Operating Procedures

- (a) The Participant acknowledges receipt of a copy of the Operating Procedures. The Operating Procedures describe in detail the procedures required for the establishment of accounts, deposits to and withdrawals from TexPool Investment Pools, and related information.
- (b) The Operating Procedures may be modified by the Trust Company as appropriate to remain consistent with established banking practices and capabilities and when such modification is deemed necessary to improve the operation of TexPool Investment Pools.
- (c) The Participant hereby concurs with and agrees to abide by the Operating Procedures.

#### Article IV: Investments

Section 4.01. Investments. All monies held in TexPool Investment Pools shall be invested and reinvested by the Trust Company or Authorized Representatives of the Trust Company only in Authorized Investments in accordance with the Agreement, the Investment Policy and the Investment Act. Participant hereby concurs with any such investment so made by the Trust Company. Available funds of TexPool Investment Pools that are uninvested may be held at the Trust Company's account at the Federal Reserve Bank of Dallas, or any designated custodian account, or with a custodian selected by the Trust Company. All investment assets and collateral will be in the possession of the Trust Company and held in its bookeniry safekeeping account at the Federal Reserve Bank, any designated custodian account, or with a custodian selected by the Trust Company.

Section 4.02. Failed Investment Transaction. In the extraordinary event that a purchase of securities results in a failed settlement, any resulting uninvested funds shall remain in the Trust Company's Federal Bank of Dallas account, any designated custodian account or with a custodian selected by the Trust Company. If an alternative investment can be secured after the failure of the trade to settle, TexPool Investment Pools will receive all the income earnings, including but not limited to, any compensation from the purchaser failing in the trade and the interest income from the alternative investment.

Section 4.03, Investment Earnings and Losses Allocation. All interest earnings in TexPool Investment Pools will be valued daily and credited to the Participant's Accounts monthly, on a pro rata allocation basis. All losses, if any, resulting from the investment of monies in TexPool shall also be allocated on a pro rata allocation basis. All earnings and losses will be allocated to the Participant's Accounts in accordance with generally accepted accounting procedures.

Section 4.04. Commingling of Accounts. Participant agrees that monies deposited in TexPool and TexPool Prime, may be commingled with all other monies held in TexPool and TexPool Prime, respectively for purposes of common investment and operational efficiency. However, each Participant will have separate Accounts on the books and records of TexPool Investment Pools, as further provided for in the Operating Procedures.

#### Article V: Fces, Expenses and Reports

Section 5.01. Fees and Expenses. The Participant agrees to pay the amount set forth in the fee schedule. Participant agrees that all fees shall be directly and automatically assessed and charged against the Participant's Accounts. The basic service fee shall be calculated as a reduction in the daily income earned, thus only the net income shall be credited to the Participant's Account. Fees for special services shall be charged to each Participant's account as they are incurred or performed. A schedule of fees shall be provided to the Participant annually. Each Participant will be notified thirty (30) days prior to the effective date of any change in the fee schedule.

Section 5.02. Reports. A monthly statement will be mailed to the Participant within the first five (5) business days of the succeeding month. The monthly statement shall include a detailed listing of the balance in the Participant's Accounts as of the date of the statement; all account activity, including deposits and withdrawals; the daily and monthly yield information; and any special fees and expenses charged. Additionally, copies of the Participant's reports in physical or computer form will be maintained for a minimum of three prior fiscal years. All records shall be available for inspection at all reasonable hours of the business day and under reasonable conditions.

Section 5.03. Confidentiality. The Trust Company and any private entity acting on behalf of the Trust Company for purposes of this Agreement will maintain the confidentiality of the Participant's Accounts, subject to the Public Information Act, TEX GOV'T CODE ANN. ch. 552, as amended.

#### Article VI: Miscellaneous

Section 6.01. Notices. Any notices, Letters of Instructions or other information required or permitted to be given hereunder shall be submitted in writing and shall be deemed duly given when deposited in the U.S. mail postage prepaid or successfully transmitted via facsimile addressed to the parties as follows:

	То	the	Participa	ant:
--	----	-----	-----------	------

Participant	
Address	
City, State, Zlp	
Telephone	Fax

To Trust Company with respect to contractual matters or disputes under this Agreement:

Texas Treasury Safekeeping Trust Company Attn: TexPool Investment Pools Rusk State Office Building 208 East 10th Street Austin, TX 78701 Telephone: (512) 463-3716 FAX No.: (512) 463-0823

To TexPool Investment Pools with respect to operational matters, including enrollment documents; changes to Authorized Representatives; Bank Information Sheets; initiation of deposits or withdrawals of funds; changes to addresses; audit confirmation requests; and account inquiry:

TexPool Participant Services C/O Federated Investors Inc. 1001 Texas Ave., Suite 1400 Houston, TX 77002 Telephone: 1-866-839-7665 (1-866-TEX-POOL) FAX No.: 1-866-839-3291 (1-866-TEX-FAX1)

The Participant and the Trust Company agree to notify the other of any change affecting this information and agree that unless and until so notified, the other party shall be entitled to rely on the last information provided.

sary or required by the Federal tax laws as amended from time to time. Section 6.03. Severability. If any provision of this Agreement shall be held or deemed to be in fact illegal, inoperative or unenforceable, the same shall

not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatsoever.

Section 6.04. Execution of Counterparts. This Agreement may be simultaneously executed in several separate counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 6.05. Applicable Law, This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any dispute under this Agreement shall be in Travis County, Texas,

#### Article VI: Miscellaneous (continued)

Section 6.06. Captions. The captions or headings in this Agreement are for convenience only and in no way defined, limit or describe the scope or intent of any provisions, articles or sections of this Agreement.

#### Section 6.07. Amendments.

- (a) The Trust Company shall advise the Participant in writing of any amendments to this Agreement no less than 45 days prior to the effective date of such amendment. The Participant may ratify the proposed amendment of this Agreement by letter to the Trust Company. If the Participant elects not to ratify the amendment, the Participant may terminate this Agreement in accordance with Section 6.08. In the event the Participant fails to respond in writing to a notice of amendment prior to the effective date of such amendment, this Agreement shall be deemed amended.
- (b) The Trust Company may periodically revise the Operating Procedures from time to time as it deems necessary for the efficient operation of TexPool Investment Pools. The Participant will be bound by any amendment to the Operating Procedures with respect to any transaction occurring subsequent to the time such amendment takes effect, provided, however, that no such amendment shall affect the Participant's right to cease to be a Participant.

Section 6.08. Termination. This Agreement may be terminated by either party hereto, with or without cause, by tendering 30 days prior written notice in the manner set forth in Section 6.01 hereof.

Section 6.09. Term. Unless terminated in accordance with Section 6.08, this Agreement shall be automatically renewed on each anniversary date hereof.

Section 6.10. Assignment. The Trust Company may enter into an agreement with a third party investment manager to perform its obligations and service under this Agreement, provided that such third party investment manager shall manage TexPool Investment Pools according to the Investment Act, Investment Policy and in a manner consistent with that directed by the Trust Company. The Trust Company also shall have the right to assign its rights and obligations under the Agreement to a third party investment manager if the Trust Company determines that such assignment is in the best interest of the State and Participants. In the ovent a successor pool to TexPool or TexPool Prime is deemed by the Trust Company to be in the best interest of the State and the Participant, the Trust Company may take any action it deems necessary to assign its rights and benefits under any third party agreements and transfer the assets from TexPool Investment Pools to any successor pool.

TEXAS TREASURY SAFEKEEPING TRUST COMPANY

COMPTROLLER OF PUBLIC ACCOUNTS

In Witness Whereof, the parties hereto have caused this Agreement to be executed as of the dates set forth below, and the Agreement shall be effective as of the latest such date.

#### PARTICIPANT:

	1
Signature	Signature
Printed Name	Printed Name
Title	Title
Date	Date

#### **CERTIFICATE OF INCUMBENCY:**

The preceding signatory is a duly appointed, acting, and qualified officer of the Participant, who, in the capacity set forth above is authorized to execute this Agreement.

IN WITNESS WHEREOF, I have duly executed this certificate as of the \_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_\_,

Signature	
Printed Name	
This.	

ORIGINAL SIGNATURE AND DOCUMENT REQUIRED

TEX-ENROLL

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# Bank Information Sheet

]		1				]	
			 E	ffect	ivə l	Date	

Please complete this form to add new banking instructions, or to change or delete existing banking instructions.

\*Required Fields

1. Participant Information	
1	· · · · · · · · · · · · · · · · · · ·
Participant Name*	
Street Address* City*	State* Zip Code*
Mailing Address* Citv*	State* Zip Code*
Mailing Address* City*	
County <sup>®</sup>	Authorized Representative Email*
Primary Representative* Phone Nu	mber* Fax Number*
2. Instructions	
Location Number* Account Number Acc	count Name*
449 TexPool     590 TexPool Prime	
Please check all that apply.	
Add New Account Add New Banking Instructions	Change Banking Instructions Delete Banking Instructions
Wire and ACH <sup>+</sup> Wire Only	□ ACH Only <sup>+</sup>
Primary     Primary	Primary
3. Bank Information	
Bank Name*	Bank Address*
City* Texas Z	tip Code* County*
Bank ABA Number* Bank Account Number*	1.1
Bank Account Name*	Bank Contact
Credit Information	
Correspondent Bank Information (if applicable)	
Correspondent Bank Name/City	Correspondent Bank ABA Number
Correspondent Bank Account Name	Correspondent Bank Account Number

## Account Numbe Location Numbe

#### 4. Signature

CONFIRM THE INSTRUCTIONS FOR WIRE AND ACH TRANSFERS WITH YOUR LOCAL BANK. ACH INSTRUCTIONS MAY VARY FROM YOUR BANK'S WIRING INSTRUCTIONS IF THE LOCAL BANK IS NOT ON-LINE WITH THE FEDERAL RESERVE. IF ACH INSTRUCTIONS DIFFER FROM WIRING INSTRUCTIONS, PLEASE COMPLETE AN ADDITIONAL BANK INFORMATION SHEET.

+If ACH evailability is selected, I hereby authorize State Street Bank to directly deposit and withdraw funds by means of ACH electronic transfer to and from the financial institution and the account designated above ("Designated Account"). Lagree that this authorization may be withdrawn with at least 45-days advance written notice to TexPool Participant Services. I understand that the Trust Company reserves the right to discontinue ACH electronic transfer without advance notice. I also authorize State Street Bank to deduct from the Designated Account or from subsequent deposits made to the Designated Account all amounts deposited in error. Likewise, I authorize State Street Bank to credit all amounts withdrawn in error to Designated Account.

Note: This authorization must be executed by a current Authorized Representative of the Participant as set forth in the duly enacted Resolution of the Participant, which is on file with TexPool.

As a current Authorized Representative, I certify that the above inform	ation is both tru	ue and correct.
Signature of First Authorized Representative*		Date*
Printed Name*		Telephone Number*
}	1	1
Tille*	Email*	ويستحد في يوريونية المارينية بين يتركب الإستانية ويستريكي بنانية ويتبعك المارية الاستيرينية ويتركبون ويودون ويت
Signature of Second Authorized Representative*		Date'
Printed Name*		Telephone Number*
	1	1
Title <sup>•</sup>	Email*	, 

#### 5. Mailing Instructions

The completed Bank Information Sheet can be faxed to TexPool Participant Services at 1-866-839-3291. Please mail the original form to:

**TexPool Participant Services** 1001 Texas Avenue, Suite 1400 Houston, TX 77002

#### **ORIGINAL SIGNATURE AND DOCUMENT REQUIRED**

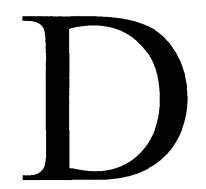
TEX-BANK

2 OF 2

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# RESOLUTION TO APPOINT DISTRICT LIAISON TO BELVEDERE HOMEOWNER'S ASSOCIATION

THE STATE OF TEXAS § COUNTY OF TRAVIS §

WHEREAS, the Belvedere Municipal Utility District (the "District") has been invited by the Belvedere Homeowners Association, Inc. (the "HOA") to designate a District liaison to participate in HOA meetings, discussions, and other activities;

WHEREAS, the District liaison will receive agendas and prepared materials in advance of HOA meetings to meaningfully participate in such meetings and will act in a consulting capacity without voting rights;

WHEREAS, the District liaison will not bind the District Board with any statements or contributions in HOA meetings or to HOA members, unless the District liaison has been duly authorized to do so and expressly asserts that the statement or contribution is on behalf of the District Board; and

**NOW THEREFORE**, it is resolved by the District Board of Directors as follows:

**Section 1:** The above-listed recitals are true and correct and are incorporated into this Resolution for all purposes.

**Section 2:** The District Board agrees to designate a District liaison to participate in HOA meetings, discussions, and other activities.

**Section 3:** The District Board does hereby appoint Kim Clifford to serve as the District liaison to the HOA Board as directed in this Resolution until such time as a replacement is named by the District Board.

Section 4: The District Board hereby invites the HOA Board to designate a corresponding liaison to participate in District Board meetings, discussion, and other activities on the same basis.

7809162

PASSED AND APPROVED this 19th day of March, 2019.

Péter Golde

President, Board of Directors

ATTEST: Wil Kim Clifford

Secretary, Board of Directors

F



# PROPOSAL FOR SOLID WASTE AND RECYCLING SERVICES

Belvedere Municipal Utility District c/o: Jim Koerner, Belvedere MUD c/o: Kim Bigley, Associa Hill Country 17400 Flager Drive. Austin, Texas 78738

# **RE:** Solid Waste and Recycling Collection and Disposal Services

Dear Mr Koerner, Mrs. Bigley:

Waste Connections Lonestar, Inc. ("Waste Connections") would like to take this opportunity to thank Belvedere Utility District (MUD) for this invitation to participate in the Request for Proposal process. We are both pleased and excited about the opportunity to submit a proposal response with qualifications to provide solid waste and recycling collection services for Belvedere Municipal Utility District and it's residents.

Waste Connections is the third largest solid waste collection and disposal company in North America and the third largest in the State of Texas, with its corporate headquarters in The Woodlands, Texas. Waste Connections is a fully integrated, non-hazardous solid waste service company dedicated to providing the highest quality collection, recycling, transportation, and disposal services in an environmentally aware and cost effective manner. As with all municipalities and companies Waste Connections serves, we pledge to the Belvedere Municipal Utility District the highest level of customer service.

We at Waste Connections' take great pride in the "fact" that customer service is paramount in our corporate thought process. We take the delivery of environmental services very seriously. Our Customer Satisfaction, Safety and Maintenance programs are great assets to Waste Connections as we deliver services to communities and businesses throughout the United States. Strong communication with both Community Management and the community residents is a key focus for our company. We consider our relationships with our municipal customers to be a public/private partnership of which we understand the importance and take great pride.

Following is a summary of the main points of our proposal:

**<u>Proposal Acceptance Period</u>** -Enclosed is our proposal addressing the MUD's needs and requested services. Waste Connections proposal will be a binding firm offer for a minimum period of sixty (60) Calendar Days beginning today, Friday, February 15, 2019 at 5:00 p.m. (CST).

Our proposal is subject to and contingent upon the mutual negotiations...

<u>Complete and Accurate Proposal Statement</u> - The information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to Belvedere Municipal Utility District, are true, accurate, and complete to the best of our knowledge. This proposal includes all information necessary to ensure that the statements herein do not in whole or in part mislead as to any material facts. We are always open to meet to discuss our proposal.

<u>Company Organization</u> - We have provided the primary detailed information regarding Waste Connections within this proposal. We have clearly identified that our current Austin District will be responsible for providing the proposed services with full support and resources available from our Lonestar Division that serves East and Central Texas as needed.

<u>Method of Approach and Sustainable Solution</u> -Throughout this proposal we will demonstrate our capabilities in understanding and complying with the required scope of services, operations, customer service, community education and involvement, sustainability and managerial and financial stability to provide Belvedere Municipal Utility District effective and creative solid waste solutions that will contribute to meeting the Community's solid waste and recycling service goals and initiatives.

The Waste Connections Method of Approach consists of the following key benefits and elements:

# Residential Solid Waste and Recycling Services:

Waste Connections will provide one (1) time per week automated curbside residential solid waste collection and every other week curbside recycling collection with to all residents within the boundaries of Belvedere Municipal Utility District. Collections will occur between the hours of 7:00 A.M. and 6:00 P.M. or until completed on the residents designated collection days. For the expected complete buildout house count of ~223\* homes inside Belvedere Municipal Utility District, collection days will consist of one (1) day per week per residence with once (1) per week Solid Waste collection and every other week recycling collection. \*current residential count ~ 158.

# Solid Waste Collection Overview:

Waste Connections will collect one (1) green 95 gallon garbage cart provided by Waste Connections for the once (1) weekly regular curbside collection service. Regular garbage collection shall include the solid waste materials that will fit within the 95-gallon garbage cart.

# Recycling Collection Overview:

Waste Connections will collect one (1) blue 95 recycling garbage cart provided by Waste Connections for every of week regular curbside collection service. Regular recycling collection shall include single-stream recycling materials that will fit within the 95-gallon recycling cart.

The 95-gallon garbage cart(s) should be placed within five (5) feet of the curb or right- of-way adjacent to the residential unit prior to 7:00 A.M., with the handle/wheels of the poly cart toward the curb on the scheduled collection day. Containers should not be near cars, mailboxes or other obstructions. Place all garbage and/or recycling material in the designated container without overfilling the container. The maximum acceptable weight of each fully loaded 95-gallon poly cart will be one hundred and seventy-five (175) pounds.

Waste Connections will also provide all elderly; physically challenged; or disabled residents with one house side collection upon review, approval and request by Belvedere Utility District (MUD) for solid waste and/or recycling collection on the designated scheduled day. Regular solid waste collection shall include only the solid waste materials that will fit within the 95-gallon poly cart. Acceptable container should be placed outside the backyard fence, at or near the garage or carport of the residential unit by 7:00

A.M., and no more than one hundred and fifty (150) feet from the street. The maximum acceptable weight of each fully loaded 95-gallon poly cart will be one hundred and seventy-five (175) pounds.

Carts provided by Waste Connections for residents will be delivered within five (5) business days from date of notice. Replacement and damaged carts will be delivered within seventy-two (72) hours from date of notice on the resident's regularly scheduled collection day.

Additional carts will be available for any resident that requires more than the one (1) cart provided by Waste Connections for an additional charge.

# Residential Solid Waste Collection - Five (5) Year Term:

<b>Base RFP: with Carts Monthly Rates:</b> Solid Waste: Once (1) Per Week Collection Service: <i>Each additional 95-gallon poly cart:</i>	\$ <u>15.99</u> +tax per month/per home \$7 <u>.27</u> +tax/per month/ per home
Recycling: Every other Week Per Week Collection Service: <i>Each additional 95-gallon poly cart:</i>	\$ <u>5.49</u> +tax per month/per home \$ <u>3.22</u> +tax/per month/ per home

# Additional goodwill services include:

\*Semi Annual Bulky Item Cleanup (Curbside) - quantity per resident and scope of service to be determined through mutual agreement.

- Additional bulky waste services available upon request. Residents shall contact Customer service for rates, payment and schedule availability.

- \*No price increase during the 1<sup>st</sup> year of agreement
- \*Dedicated Customer service email address @belverdremud@wasteconnections.com

\*Dedicated Account Manager

**<u>References</u>** – Waste Connections is the third largest solid waste collection and disposal company in North America and the third largest in the State of Texas. We are proud to provide solid waste collection and disposal services, and/or recycling services to 260+ municipalities, municipal utility districts and home owner associations throughout the State of Texas and Southern Oklahoma.

The following municipalities are contracted with Waste Connections Austin District for solid waste collection and disposal services and/or recycling and processing services. Please contact any of these municipalities for service references. Additional references shall be provided upon request.

City of Bastrop	City of Pflugerville	City of Taylor
Linda Humble, City Manager	Sereniah Breland, City Manager	Jeffrey Jenkins, Interim City Manager
or, Tracey Moffet, Utility Manager	or, Tracy Hibbs, Utility Manager	or, Jim Grey, Public Works Director
1311 Chestnut Street.	100 E. Main Street.	400 Porter Street.
Bastrop, Texas 78602	Pflugerville, Texas 78691	Taylor, Texas 76574
512-332-8800	512-990-6100	512-352-3675
City of Rockdale	City of Lago Vista	City of Rollingwood
Chris Whittaker, City Manager	Joshua Ray, City Manager	Amber Lewis, City Manager
505 Cameron Ave.	5803 Thunderbird Drive.	403 Nixon Drive.
Rockdale, Texas 76567	Lago Vista, Texas 78645	Rollingwood, Texas 78746
512-446-2511	512-267-1155 X100	512-327-1838
City of Dripping Springs	Wells Branch MUD	Travis County MUD #14
Ginger Faught, Assist. City Manager	Shirley Ross, General Manager	Travis County MUD 14

511 Mercer Street	3000 Shoreline Drive	
Dripping Springs, Texas 78620	Austin, Texas 78728	
512-858-4725	512-251-9814 X108	

C/O Crossroads Utilities Dennis Hendrix, Manager 2601 Forest Creek Drive Round Rock, Texas 27665 512-246-1400

# Address for Serving Notices:

Waste Connections Lonestar, Inc. 9904 FM 812. Austin, Texas 78719

In closing, we appreciate this opportunity for Waste Connections to submit our proposal's with qualifications for residential municipal solid waste collection and disposal services for Belvedere Municipal Utility District. Upon review of our proposal, should you have any questions, do not hesitate to contact me personally to address your questions or concerns.

Respectfully submitted,

Shawnee Kjar, Municipal & Community Relations Waste Solutions Lonestar, Inc. O: 512-282-3508 | C: 737-210-2230 | E: <u>shawneek@wasteconnections.com</u>



# F

# MONTHLY ENGINEERING REPORT Belvedere Municipal Utility District Prepared on March 13, 2019 For Meeting on March 19, 2019 By David Malish P.E., District Engineer

## **Amenity Center Improvements**

Plans, specifications, and contract documents for the Amenity Center Improvements have been completed and are scheduled for review with the Belvedere HOA representatives on March 13, 2019. An advertisement for bid was published in the Austin American Statesman on March 10, 2019 and is attached. The advertisement is also scheduled for publication on March 17, 2019. MEC has also received additional comments from Travis County (attached) which are currently being addressed.

## **Bellancia Drive and Flagler Drive Drainage**

MEC engineers have reviewed the previously prepared drainage maps and calculations to identify potential alternatives for re-routing the excessive drainage. Based on these reviews it is not recommended that the drainage be re-directed to the east side of Bellancia Drive which will be discussed at the March District meeting. However, additional re-routing alternatives have been identified and also can be discussed at the March District meeting.

## **Decomposed Granite Trail Improvements**

As discussed at the previous District meeting, the District engineer made field measurements along a portion of the District's decomposed granite trail facilities as identified by the District's representative and determined that rutting along the trail was due primarily to relative elevations between the trail surface and trail edge. In all locations where rutting occurred, the elevation of the edge of trail was slightly higher than the elevation of the centerline of the trail. No rutting occurred in any location where the elevation of the edge of trail was below the centerline of the trail. The District may consider attempting to correct this apparent problem by employing a contractor who is capable of constructing these minor adjustments for both trail edges along the entire length of the affected trail.

# DAILY LAW, JOURNAL

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TRANSPORTATION AND NATURAL RESOURCES STEVEN M. MANILLA, COUNTY EXECUTIVE	M031.20
700 Lavaca Street Executive Office Building PO Box 1748 Austin, Texas 78767 (512) 854-9383 FAX (512) 854-4649	
DATE: 03-11-19	
REVIEW COMMENTS	PERMIT NUMBER: 18-19108 PROJECT DESCRIPTION: Belvedere MUD Amenity Center
LOCATION:17400 Flagler Drive, Austin, TX REVIEWER: Christine L. Connor, P.E., CFM COMMENT NO. COMMENTS	normalised at the second s

Transportation:

 Check intersection sight distance on the proposed driveway using Table 1-1, Case III, Condition A in the City of Austin (COA) Transportation Criteria Manual (TCM). Please provide a signed and sealed exhibit similar to Figure 1-6 in Appendix H of the COA TCM showing how the sight distance was checked.

U1) The minimum sight distance required for 30 mph is 400'. Please modify the drawings and show the correct sight distance. Also, show the setback distance of the driver from the edge of pavement, which should be 18', and the entire alignment of Flagler Drive within the required sight distance. Also, show the distance between the driveways.

U2) Draft a sight line easement and submit it for review. Contact this reviewer for a template, if needed.

U3) A survey was submitted, but not an easement document. Please submit an easement document for review.

 U2) Please explain why there is decomposed granite parking shown outside of the property. It appears to be within right-of-way.
 U3) Cleared

Drainage:

3. U2) Cleared

4. Please clarify how on-site runoff from impervious cover is being collected.

U1) The originally approved plans showed a detention pond. Please confirm if it was built and if the runoff from this project will be captured by the pond.

Page 1 of 2

U2) Include a drainage area map, with flow arrows, showing the runoff from the new building being captured by the detention pond.

U3) The additional parking on the private road was not included in the initial set of plans, nor was the building being proposed. If the intention is for the runoff from these facilities to be collected in the pond, please show that on the plans and show that the capacity is sufficient. If there is a net zero or net decrease in impervious cover, please provide those calculations.

5. U1) Cleared

General:

 U1) In the future, please upload each item separately. Having all of the resubmittal in one file is too cumbersome. A complete set of updated plans should be uploaded as a separate file.

7. Provide building permits from the Travis County Fire Marshal (or local ESD as the TCFM directs). Building permits may follow the site plan approval.

- U1) Pendina
- U2) Pending
- U3) Cleared

8. U1) Cleared

9. Please include an engineered cost estimate.

U1) The estimate should include all site work.

U2) Additional fees will be added to this project and must be paid prior to approval.

U3) It does not appear that the additional fees have been added. The reviewer is checking with the permits office.

10. Provide evidence of review and approval of the access to and throughout the project by the Travis County Fire Marshal or their designee and provide

the letter of serviceability.

U1) Pending

U2) Pending

U3) Cleared

11. U1) Cleared

12. U1) Cleared

13. U1) Cleared

14. U1) Cleared

15. If changes are made to the plans that are not as the result of comments, please communicate those changes to this reviewer.

16. Comment response letters must be signed and sealed by the engineer of record. Letters that do not meet this requirement will not be accepted.

17. Please be advised that additional comments may be generated as updated information is reviewed. Comments will not be cleared based on phone calls, e-mails or meetings. Formal updates must be submitted via MyPermitNow in order to receive clearance and approval.

18. Please notify me at 512-854-7215 or <u>Christine.connor@traviscountytx.gov</u> when you upload additional submittals or information to MyPermitNow. Please reference your application #.

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