



Next, Director Golde stated the Board would discuss, consider, and take action to approve the minutes of the May 15, 2018 regular meeting, provided as **Exhibit A**. **Upon motion by Director Koerner, seconded by Director Clifford, and unanimously carried by the Board members present, the Board approved the May 15, 2018 regular meeting minutes.**

The next item before the Board was to consider the bookkeeper's report, including payment of invoices and coordination on bookkeeping matters. Director Koerner presented this item and stated the finance subcommittee had a teleconference with Mr. Monzingo to review the bookkeeper's report, provided as **Exhibit B**. Director Koerner gave an overview of the transfers to be made, as identified in **Exhibit B**, and noted that fees for solid waste disposal were slightly ahead of budget but that he had begun the process of meeting with Texas Disposal Systems and hoped to bring a new proposal at a future meeting. Director Koerner also noted fees for legal and engineering were slightly ahead of budget and overall the District was spending more than last year, but the District was still projected to finish the year below its \$240,000 annual budget. **Upon motion by Director Clifford, seconded by Director Koerner and unanimously carried by the Board members present, the Board approved the Bookkeeper's Report, transfers, and payment of invoices as detailed in Exhibit B.**

In follow-up to the search for a new District bookkeeper, Director Koerner stated that Mr. Monzingo had agreed to remain the District's bookkeeper, but would not be attending every meeting. Director Koerner stated the finance committee had discussed their options with Ms. Albright and determined that the finance committee would hold a monthly conference call with Mr. Monzingo, prepare notes, and present the bookkeeper's report at the monthly meeting and Mr. Monzingo would be available for consulting after the meetings as needed. Director Koerner requested approval of this proposed process and noted that Mr. Monzingo's monthly fee would not be adjusted. Director Clifford asked if the finance subcommittee would be reporting back to Mr. Monzingo after Board meetings, to which Ms. Albright stated since her office would be sending the signed checks back to Mr. Monzingo's office, her office could follow-up with Mr. Monzingo for any delegated tasks unless a Board member preferred to reach out directly. The Board directed the finance subcommittee to proceed with the proposed process and for Ms. Albright's office to handle any necessary follow up after meetings.

Director Golde stated the next item before the Board was to take action regarding a report from the District's Engineer. Mr. Canady presented his report, provided as **Exhibit C**, and stated he had just received administrative comments from Travis County regarding the design and layout for the Amenity Center improvements, and once an architect was selected, the District could address the County's comments and move forward with the site development. Director Clifford asked for a timeline on a response from Travis County, to which Mr. Canady approximately two months for a final determination on the permit.

In regards to the surplus funds application, Mr. Canady stated he had just received an administrative completeness letter from TCEQ and that he was now waiting on the TCEQ's technical review comments.

Next, Mr. Canady discussed the drainage issues that had previously been identified, and provided an overall map as **Exhibit D**. The map provided four individual plan sheets to be used for contractor bidding and trail and drainage repairs. Mr. Canady stated that T Bar M Land Services, LLC had removed the existing 3” limestone gravel from the ditch in front of the Arnold residence and requested approval to place 8” x 12” limestone rock in the ditch where the gravel was removed, as identified in the Contractor Agreement, provided as **Exhibit E**. Director Clifford requested clarification on who would be responsible for watering hydro mulch placed on berms if the Board approved Mr. Canady’s request. Director Ubertini requested the contractor change the wording to not specify who was responsible for watering but rather reflect that the contractor would not be responsible for the watering.

Next, Director Ubertini had questions regarding the sizing of the berm proposed for placement on Lot 89. Mr. Canady stated the size of the berm would keep flows from concentrating.

Director Clifford asked if the four sites presented in **Exhibit F** would all be considered drainage projects and, if so, could the District use the surplus drainage funds if the pending application at TCEQ was approved, to which Ms. Albright stated there may be limitations on getting reimbursed, but she would follow-up with Clayton Chandler, bond counsel for the District, to confirm.

The Board discussed the pricing for the drainage repairs, identified in **Exhibit F**, and Director Ubertini asked if the berm at Site 3 was critical and stated that, in his opinion, a 6” berm was irrelevant and provided a false sense of security. A discussion ensued regarding the berm protecting the lot from future flooding. Director Golde stated that, in his opinion as of the time of this meeting, the condition of the backside of the ditch was inadequate to prevent flooding. Director Ubertini stated he was unaware of this. Mr. Canady explained that he recommended including the berm because the lot was depressed and the flow was flooding the area, and the berm would prevent flooding.

Lee Blanton addressed the Board and stated that, based on his observation, acknowledging that he had not reviewed any site plans or costs, he believed the District was working on the wrong end of the problem. He stated that the problem was downstream created by fill and that the water would run over the berm. A discussion ensued regarding placing larger rocks in the ditch, to which Mr. Canady stated the contractor would be placing 8” x 12” rocks. While Mr. Blanton did not agree that the proposed solution was the best approach, he did agree that 8” x 12” rocks would likely not be moved even in areas where water velocity is high. **Upon motion by Director Koerner, seconded by Director Ubertini, the Board approved the repairs for Site 1. Director Clifford abstained from the vote.**

**Upon motion by Director Koerner, seconded by Director Ubertini, the Board approved the repairs for Site 2. Director Clifford abstained from the vote.**

**Upon motion by Director Koerner, seconded by Director Ubertini, the Board approved the repairs for Site 3. Director Clifford abstained from the vote.**

**Upon motion by Director Koerner, seconded by Director Ubertini, the Board approved the repairs for Site 4. Director Clifford abstained from the vote.**

Mr. Canady next provided a map for the proposed trail options, provided as **Exhibit G**, and requested input from the Board as to possible locations for the proposed new trails. A discussion ensued regarding potential locations for new trails. **Upon motion by Director Clifford, seconded by Director Ubertini and unanimously carried by the Board members present, the Board approved the agreement with Murfee Engineering for the identification and budgetary pricing of additional trail options, provided as Exhibit H.** Director Ubertini requested that the scope also include an estimation of the annual maintenance costs for any such trails.

Next, Mr. Canady provided an update of the list of 21 culverts that required review based on the information Director Golde provided to the Board at the last meeting. Mr. Canady stated he would provide an estimate at the next Board meeting.

The Board next discussed the status of choosing an architect for the storage facility. Director Ubertini stated the subcommittee agreed upon their recommendation, and proposed inviting Method Architecture to the July Board Meeting. **After discussion, upon motion by Director Koerner, seconded by Director Ubertini and unanimously carried by the Board members present, the Board authorized the subcommittee to move forward with negotiating a contract with Method Architecture and to invite them to attend the July Board meeting with their proposal.** Mr. Canady stated he would follow up with Method Architecture.

The next item before the Board was to discuss, consider, and take action, as necessary, concerning property and facilities owned and maintained by and within the District, including information regarding past and current bond issuances. Ms. Albright stated this item was added in anticipation that a District resident would be attending in follow-up to questions she had received on behalf of the District. There being no District resident in attendance posing such questions, there was no action required on this agenda item.

Ms. Albright stated Items 8.b., 8.c., and 8.d. were kept on the agenda as placeholders and no action was required at this time.

The next item before the Board was to discuss, consider, and take action on Bond Issue No. 4 regarding recreational facilities, including the required easement for the Amenity Center lot facilities and the Facilities Conveyance Agreement. Ms. Albright presented this item and stated that the HOA had provided edits to the easement regarding terminology related to the easement being a “permanent” easement, and stated that as long as the District owned the facility the easement would still be in place, but that the District would need approval from the HOA before beginning construction of the parking lot and the storage facility. Ms. Albright stated the edits were vetted between Directors Golde and Clifford, and Mr. Wiles and Mr. Blanton. **After discussion, upon motion by Director Koerner, seconded by Director Clifford and unanimously carried by the Board members present, the Board approved the easement for the Amenity Center lot facilities, as revised.**

The next item before the Board was to discuss, consider, and take action on Texas Municipal League (TML) insurance coverage for the District facilities. Ms. Albright stated she had followed up with TML regarding the boiler/machinery premium and confirmed that it was the minimum standard amount.

**There being no further business and upon motion made by Director Koerner, seconded by Director Clifford, and unanimously carried by the Board members present, the meeting adjourned at 7:54 p.m.**

PASSED, APPROVED AND ADOPTED THIS 16<sup>th</sup> day of July, 2018.

  
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Kim Clifford, Secretary

# **EXHIBIT A**



**by Director Clifford, and unanimously carried by the Board members present, the Board approved the Bookkeeper's Report, transfers, and payment of invoices.**

Director Golde stated the Board would next discuss, consider, and take action to interview and engage a new District Bookkeeper. Director Koerner introduced Ms. Autumn Phillips with Municipal Accounts and Consulting (MAC). Ms. Phillips provided background information on her firm and noted they offered a dedicated investment team to manage funds for all of their clients. The Board had questions regarding the \$1,800 per month flat fee, and Ms. Phillips stated her firm would not charge for travel expenses to the monthly Board meetings nor would they charge their usual \$100 fee for meetings held after 4:30 p.m., if Ms. Phillips herself attended the meeting. Ms. Phillips noted the flat fee did not include "seasonal" charges during the fourth quarter of the year which would include items such as a review and preparation of the District's annual budget and audit. Ms. Phillips then left the meeting.

Director Koerner noted that a second bookkeeping firm declined to submit a proposal. Director Koerner stated he previously discussed with Mr. Monzingo how the District could continue to retain Montoya & Monzingo, LLP rather than hire a new firm. Mr. Monzingo expressed a willingness to consider this possibility if accommodations could be made so that he did not have to spend so much time travelling to meetings. The Board discussed whether Mr. Monzingo could participate in the meetings remotely and have checks couriered to the meeting. Ms. Albright stated there were restrictions and considerations for consultants to attend meetings remotely, and that she would review the Open Meetings Act to confirm whether and how consultants could participate in meetings remotely. Director Clifford requested follow-up on this topic by the next meeting. Ms. Albright stated she would follow-up with the budget committee as soon as possible. Mr. Monzingo stated that some districts have day meetings, and the Board noted this would interfere with some Directors' work schedules. The Board agreed to table the item until the next meeting. Mr. Monzingo noted he would be out on vacation during the June Board meeting.

Director Golde stated the next item before the Board was to take action regarding a report from the District's Engineer. Mr. Malish presented his report, provided as **Exhibit C** and stated the completed application and site plan for the parking lot had been submitted to Travis County, a copy of which is provided as **Exhibit D**. Director Clifford asked for a timeline on a response from Travis County, to which Mr. Malish stated the review should go fairly quickly and take around six weeks in his estimation. Next, Mr. Malish stated the surplus funds application was ready for submission to TCEQ once the Board approved the resolution authorizing the submission, provided as **Exhibit E**. **Upon motion by Director Koerner, seconded by Director Clifford, and unanimously carried by the Board members present, the Board approved the Resolution Requesting Approval and Authorizing Application to the Texas Commission on Environmental Quality for Use of Surplus Bond Funds.**

Next, Mr. Malish discussed the status of the drainage issues previously discussed and stated Mr. Canady was in the process of putting plans together to address those issues. Director Golde discussed the recent rain event and the area in front of the Arnold residence which almost flooded the residence again. Director Golde emphasized the urgency in addressing this matter and requested Murfee Engineering find a contractor to have the drainage ditch cleaned as soon as

possible due to potential issues with flooding. Ms. Albright recommended the District authorize two directors to work with MEC to provide a proposal not to exceed a certain amount, and that the Board authorize these two Directors to approve the MEC proposal to move forward with the clean out work before the next Board meeting. **Upon motion by Director Koerner, seconded by Director Clifford, and unanimously carried by the Board members present, the Board authorized Murfee Engineering to provide a proposal to clean out the culvert and haul rocks away in an amount not to exceed \$5,000, and to move forward on such clean out with the approval of two Board directors.**

Directors Golde and Clifford stated they would review and approve the proposal not to exceed \$5,000. Mr. Malish stated he would meet with Director Golde on May 17, 2018 at 9:00 a.m. to discuss the path forward on this drainage issue.

Director Clifford noted the need for trail maintenance due to the recent rain event, to which Director Golde stated he would be placing granite on the affected areas. Next, Mr. Malish stated his office still had not received a response from Dan Ryan to their letter on the rock berm matter.

Mr. Malish requested clarification on what the District needed from his firm in regards to MEC review of the landscaping agreement between the District and the HOA. Director Koerner stated the Board wanted MEC to review the common areas that were being maintained and to note which areas were the District's and which were the HOA's. Director Golde noted the allocation based on the areas set out in the original agreement between the HOA and the District was based on Phases 1 and 2 only; therefore, the amount needed to be revisited. Director Clifford stated the Board needed to know what percentage of the common areas were attributable to facilities that the District owned.

Director Golde provided an update on the surveying of the property line for the game fencing discussed previously and noted the fee would be \$1,600, which was not worth the cost in his opinion. He also provided a follow-up on the silted up culverts that were mentioned at the last meeting. Director Golde provided a list of the culverts and photos to Mr. Malish for his review and inclusion in a cost estimate.

The Board next discussed the status of choosing an architect for the storage facility and Ms. Albright directed the Board to email correspondence from Director Sartain which identified the subcommittee's design firm recommendations. Ms. Albright stated the Board had to select an architect based on qualifications and not on pricing. Director Golde requested interviewing one or more of the firms at the next Board meeting. Ms. Albright stated she would email Directors Sartain and Ubertaini, copying the District engineers, requesting that the architect firm(s) attend the June Board meeting for interviews/presentations. The Board discussed that the subcommittee should decide who they wanted to invite to the June meeting.

The next item before the Board was to discuss, consider, and take action as necessary concerning property and facilities owned and maintained by and within the District including the Joint Maintenance Agreement (JMA) with the HOA. Ms. Albright presented this item, provided an updated version of the JMA, and noted there were a few non-substantive edits but that the HOA's attorney was reviewing this latest draft. Director Koerner stated he, Director Ubertaini, and

Mr. Wiles worked with Ms. Albright and the HOA's attorney on the latest draft and recommended approval of the JMA. **Upon motion by Director Clifford, seconded by Director Koerner, and unanimously carried by the Board members present, the Board approved the JMA with the HOA subject to non-substance edits, as approved by the subcommittee and general counsel.**

The Board discussed the appropriate signatories in light of the recent uncontested election of Directors and the current vacancies in certain officer positions. Ms. Albright stated the signature lines would need to be revised if execution were prior to the election of officers at the next Board meeting. Mr. Wiles asked what the effective date would be for the JMA, to which Ms. Albright stated the date the HOA approved the agreement.

Ms. Albright stated Items 7.b and 7.c were standing items and that there was no action needed.

Director Clifford presented the next item related to the authorization for painting and other maintenance tasks for the Amenity Center. Director Clifford stated the HOA Board authorized the refurbishing of the Amenity Center, and that Claire Young, a Belvedere resident who was an interior decorator, was consulting on the work without compensation. Ms. Young strongly recommended that the interior of the Amenity Center be repainted as part of this effort. In order to properly sequence this work and have it completed before the 3<sup>rd</sup> and 4<sup>th</sup> quarter Social Committee events, Director Clifford stated that a decision needed to be made immediately with regards to the painting. As an aside, Director Clifford noted that the Full Reserve Study as prepared by Reserve Advisors (that was previously shared with the Board), called for partial interior renovation of the Amenity Center (including "application of paint finish to all surfaces") by 2018. Ms. Young had obtained a \$3,500 quote for the painting plus \$550 to re-finish the front door if done at the same time. Accordingly, Director Clifford requested the Board to authorize the HOA to proceed with the Amenity Center interior painting and door re-finishing for an amount not to exceed \$5,000. **After discussion, upon motion by Director Clifford, seconded by Director Koerner, the Board approved and authorized the HOA to proceed with the interior painting of the Amenity Center in the amount not to exceed \$5,000.** Director Koerner asked if District would be reimbursing the HOA for these expenditures, to which Director Clifford responded yes.

The next item before the Board was to discuss, consider, and take action on Bond Issue No. 4 regarding recreational facilities, including the required easement for the Amenity Center lot facilities and the Facilities Conveyance Agreement. Ms. Albright presented this item and provided handouts of the draft easement and Facilities Conveyance Agreement, provided as **Exhibit F** and stated the documents were still in final negotiations with the HOA Attorney. Ms. Albright explained the blanket easement for the Amenity Center lot provided legal authority for the District to have the Amenity Center on the lot, which was owned by the HOA. Ms. Albright noted the HOA's attorney expressed concern with the parking lot facilities and whether the two entities might become at odds with each other in the future because the District owned the parking lot facility serving HOA facilities, such as the pool. Ms. Albright explained that she included in the easement a right of access for the HOA to utilize the parking lot facilities that are on the lot. Ms. Albright stated she was waiting on final sign off from the HOA on the Agreement, but recommended the Board's approval subject to non-substantive edits. **After discussion, upon motion by Director Koerner, seconded by Director Clifford, the Board approved the**

**easement for the Amenity Center lot facilities subject to final revisions.** Ms. Albright recommended the District wait for the HOA to approve the JMA before having the easement put in place.

Ms. Albright noted the Facility Conveyance Agreement was between the District and the developer, but she provided the documents to the HOA's attorney for review in the event the HOA's attorney would like to use it as a template for the remaining facilities that needed to be conveyed to the HOA from the developer. **After discussion, upon motion by Director Clifford, seconded by Director Koerner, the Board approved the Facility Conveyance Agreement subject to non-substantive changes approved by the subcommittee of Directors Golde and Clifford.**

The next item before the Board was to discuss, consider, and take action on Texas Municipal League (TML) insurance coverage for the District facilities. Ms. Albright directed the Board to page three of the proposal provided by TML included as **Exhibit G**. Ms. Albright noted that general liability up to \$1 million would cover the trails once conveyed to the District. Director Golde had questions related to the items covered under "boiler and machinery" as it appeared the same items were listed under "property coverage" and questioned whether having the value was significant when item were included in both categories. Ms. Albright stated her office would follow-up with TML to request clarification on the type of coverage for "boiler and machinery" as shown on page five of the proposal, but Ms. Albright recommended approval to ensure insurance was in place. **After discussion, upon motion by Director Koerner, seconded by Director Clifford, the Board authorized approval of the insurance policy with an annual premium not to exceed \$1,200.**

**There being no further business and upon motion made by Director Koerner, seconded by Director Clifford, and unanimously carried by the Board members present, the meeting adjourned at 7:28 p.m.**

PASSED, APPROVED AND ADOPTED THIS \_\_\_\_ day of June 2018.

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Ron Ubertini, Secretary

# **EXHIBIT B**

**SCHEDULE OF CASH ACTIVITY  
GENERAL FUND  
MEETING DATE: JUNE 19, 2018**

**GENERAL FUND CHECKING ACCOUNT BALANCE AS OF 5/31/18** **\$ 4,227.21**

Revenue:

Deposit Date	Description	Amount
06/19/18	Transfer from Money Market	\$ 20,000.00
		<u>\$ 20,000.00</u>
	Cash Balance Before Expenditures	<u>\$ 24,227.21</u>

Expenditures:

Check Number	Description	Amount
1038	Montoya & Monzingo LLP      Accounting Fees	\$ 1,200.00
1039	Travis Central Appraisal District      Appraisal Fees	\$ 852.84
1040	Murfee Engineering Company      Engineering Fees	\$ 580.00
1041	Murfee Engineering Company      Engineering -Amenity	\$ 2,201.78
1042	Murfee Engineering Company      Engineering Fees	\$ 2,435.93
1043	Lloyd Gosselink      Attorney Fees	\$ 12,803.87
	Total Expenditures	<u>\$ 20,074.42</u>

**ENDING GENERAL FUND CHECKING ACCOUNT BALANCE AS OF JUNE 19, 2018** **\$ 4,152.79**

**GENERAL FUND MONEY MARKET ACCOUNT - UNRESERVED** **\$ 231,142.35**  
 Transfer      Transfer to General Fund Checking \$ (20,000.00)  
Total Deposit \$ (20,000.00)

**ENDING GENERAL FUND - MONEY MARKET ACCOUNT - UNRESERVED** **\$ 211,142.35**

**TOTAL GENERAL FUND OPERATING CASH - UNRESERVED** **\$ 215,295.14**

**GENERAL FUND - MONEY MARKET ACCOUNT - OPERATING RESERVES** **\$ 480,000.00**

**TOTAL GENERAL FUND CASH BALANCE** **\$ 695,295.14**

**CASH BALANCE - CAPITAL PROJECTS** **\$ 1,114,373.97**

Wire	Hamilton Bee Cave, LP	Bond Series 2018	\$ (769,517.00)
	Total Expenditures:		<u>\$ (769,517.00)</u>

**TOTAL CASH BALANCE - CAPITAL PROJECTS** **\$ 344,856.97**

**CASH BALANCE - DEBT SERVICE FUND** **\$ 668,809.62**

Expenditures				
Wire	BOK Financial	Acct# BELV1011UT	Interest & Principal	\$ 60,087.50
Wire	BOK Financial	Acct# BELV316UT	Interest & Principal	\$ 38,893.75
Wire	BOK Financial	Acct# BELV916UTR	Interest & Principal	\$ 90,675.00
Wire	BOK Financial	Acct# BELV218UTP	Interest & Principal	\$ 80,103.23
		Total Expenditures:		<u>\$ 269,759.48</u>

**ENDING CASH BALANCE - DEBT SERVICE FUND** **\$ 399,050.14**

Belvedere Municipal Utility District  
Statement of Revenues and Expenditures Budget vs. Actual  
For the Year to Date Ended June 19, 2018  
Unaudited

	Year to Date Actual	Year to Date Budget	Year to Date Variance Favorable (Unfavorable)	2018 Annual Budget	2018 Annual Variance Favorable (Unfavorable)
<u>Revenues</u>					
Maintenance Taxes	\$ 332,534	244,991	\$ 87,543	\$ 326,655	\$ 5,879
Bond Proceeds	61,000	-	-	-	-
Interest Income	1,379	375	1,004	500	879
<b>Total Revenues</b>	<b>394,913</b>	<b>245,366</b>	<b>88,547</b>	<b>327,155</b>	<b>6,758</b>
<u>Expenditures</u>					
Solid Waste Disposal	29,543	28,500	(1,043)	38,000	8,457
Legal Fees	55,962	41,250	(14,712)	55,000	(962)
Audit Fees	7,500	8,500	1,000	8,500	1,000
Accounting Fees	10,800	10,800	-	14,400	3,600
Engineering Fees	18,002	13,500	(4,502)	18,000	(2)
Engineering Design	16,169	11,250	(4,919)	15,000	(1,169)
Landscaping	25,069	25,069	-	25,069	-
Amenity Center Operations & Maintenance	-	17,625	17,625	23,500	23,500
Maintenance	-	26,250	26,250	35,000	35,000
Insurance	1,683	1,500	(183)	2,000	317
Tax Appraisal and Collection Fees	2,945	3,000	55	4,000	1,055
Bank Charges	5	150	145	200	195
Other Fees	-	75	75	100	100
Newspaper notices	-	1,500	1,500	2,000	2,000
<b>Total Expenditures</b>	<b>167,678</b>	<b>188,969</b>	<b>21,291</b>	<b>240,769</b>	<b>73,091</b>
Projected Excess Revenue Over Expenditures	<u>\$ 227,235</u>	<u>\$ 28,796</u>	<u>\$ 198,439</u>	<u>\$ 86,386</u>	<u>\$ 140,849</u>

Audit Fees and Landscaping year to date budget reflects the full yearly amount for each because they are totally billed for the year.

**Belvedere Municipal Utility District**  
**Balance Sheet**  
As of June 19, 2018

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	Jun 19, 18
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
CASH	
Money Market - ABC Bank	691,142.35
Checking Account - ABC Bank	4,152.79
<b>Total CASH</b>	<u>695,295.14</u>
<b>Total Checking/Savings</b>	<u>695,295.14</u>
Accounts Receivable	
Taxes Receivable	6,041.22
<b>Total Accounts Receivable</b>	<u>6,041.22</u>
Other Current Assets	
Due From Capital Projects	5,785.00
Prepaid Insurance	716.38
<b>Total Other Current Assets</b>	<u>6,501.38</u>
<b>Total Current Assets</b>	<u>707,837.74</u>
<b>TOTAL ASSETS</b>	<u><b>707,837.74</b></u>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Deferred Revenue	6,041.22
<b>Total Other Current Liabilities</b>	<u>6,041.22</u>
<b>Total Current Liabilities</b>	<u>6,041.22</u>
<b>Total Liabilities</b>	<u>6,041.22</u>
Equity	
Unassigned	474,561.35
Net Income	227,235.17
<b>Total Equity</b>	<u>701,796.52</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><b>707,837.74</b></u>

# Belvedere Municipal Utility District

## Profit & Loss

October 1, 2017 through June 19, 2018

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	<u>Oct 1, '17 - Jun 19, 18</u>
Ordinary Income/Expense	
Income	
Interest Income	1,379.51
Income	
Property Taxes	<u>332,533.62</u>
Total Income	<u>332,533.62</u>
Total Income	333,913.13
Expense	
Audit Fees	7,500.00
Bank Service Charges	5.00
Bookkeeping Fees	10,800.00
Engineering	
Engineering Design - Amenity	16,169.41
District Engineering	<u>18,001.54</u>
Total Engineering	34,170.95
Insurance	
Liability Insurance	<u>1,682.84</u>
Total Insurance	1,682.84
Legal Fees	
Legal Fees	<u>55,961.66</u>
Total Legal Fees	55,961.66
Maintenance of MUD Facilities	25,068.54
Collection and Appraisal Fees	2,945.62
Waste Disposal	<u>29,543.35</u>
Total Expense	<u>167,677.96</u>
Net Ordinary Income	166,235.17
Other Income/Expense	
Other Income	
Bond Proceeds	<u>61,000.00</u>
Total Other Income	<u>61,000.00</u>
Net Other Income	61,000.00
Net Income	<u><u>227,235.17</u></u>

Belvedere MUD - Capital Projects Fund

Balance Sheet

As of June 19, 2018

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	Jun 19, 18
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
Cash	344,856.97
Total Checking/Savings	344,856.97
Other Current Assets	
Prepaid Bond Expenses	5,785.00
Total Other Current Assets	5,785.00
Total Current Assets	350,641.97
<b>TOTAL ASSETS</b>	<b>350,641.97</b>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Due to Operating	5,785.00
Total Other Current Liabilities	5,785.00
Total Current Liabilities	5,785.00
Total Liabilities	5,785.00
Equity	
Restricted	92,182.54
Net Income	252,674.43
Total Equity	344,856.97
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>350,641.97</b>

**Belvedere MUD - Capital Projects Fund**  
**Profit & Loss**

October 1, 2017 through June 19, 2018

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	<u>Oct 1, '17 - Jun 19, 18</u>
Ordinary Income/Expense	
Income	
Bond Proceeds	1,136,656.10
Total Income	<u>1,136,656.10</u>
Gross Profit	1,136,656.10
Expense	
Capital Outlay	769,517.00
Bond Expenses	116,354.30
Bank Service Charges	77.00
Total Expense	<u>885,948.30</u>
Net Ordinary Income	250,707.80
Other Income/Expense	
Other Income	
Interest Income	1,966.63
Total Other Income	<u>1,966.63</u>
Net Other Income	1,966.63
Net Income	<u><u>252,674.43</u></u>

Belvedere MUD-Debt Service Fund

Balance Sheet

As of June 19, 2018

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	Jun 19, 18
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
Cash	
MUD Debt Service Fund	399,050.14
Total Cash	399,050.14
Total Checking/Savings	399,050.14
Accounts Receivable	
Taxes Receivable	7,601.11
Total Accounts Receivable	7,601.11
Total Current Assets	406,651.25
<b>TOTAL ASSETS</b>	<b>406,651.25</b>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Deferred Revenue	7,601.11
Total Other Current Liabilities	7,601.11
Total Current Liabilities	7,601.11
Total Liabilities	7,601.11
Equity	
Restricted	359,111.02
Net Income	39,939.12
Total Equity	399,050.14
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>406,651.25</b>

**Belvedere MUD-Debt Service Fund**

**Profit & Loss**

October 1, 2017 through June 19, 2018

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	<u>Oct 1, '17 - Jun 19, 18</u>
Ordinary Income/Expense	
Income	
Tax Revenue	390,375.16
Total Income	390,375.16
Expense	
Bank Service Charges	72.00
Bond Principal	175,000.00
Interest Expense	175,353.23
Paying Agent Fee	1,200.00
Total Expense	351,625.23
Net Ordinary Income	38,749.93
Other Income/Expense	
Other Income	
Interest Income	1,189.19
Total Other Income	1,189.19
Net Other Income	1,189.19
Net Income	<u><u>39,939.12</u></u>

U1K	-- BELVEDERE MUD											
YEAR	BEGINNING TAX BALANCE	TAX ADJ	BASE TAX COLLECTED	REVERSALS	NET BASE TAX COLLECTED	PERCENT COLLECTED	ENDING TAX BALANCE	P & I COLLECTED	P & I REVERSALS	LRP COLLECTED	OTHER PENALTY COLLECTED	TOTAL DISTRIBUTED
2006	.00	.00	.00	.00	.00	.00 %	.00	.00	.00	.00	.00	.00
2007	.00	.00	.00	.00	.00	.00 %	.00	.00	.00	.00	.00	.00
2008	.00	.00	.00	.00	.00	.00 %	.00	.00	.00	.00	.00	.00
2009	.00	.00	.00	.00	.00	.00 %	.00	.00	.00	.00	.00	.00
2010	.00	.00	.00	.00	.00	.00 %	.00	.00	.00	.00	.00	.00
2011	.00	.00	.00	.00	.00	.00 %	.00	.00	.00	.00	.00	.00
2012	.00	.00	.00	.00	.00	.00 %	.00	.00	.00	.00	.00	.00
2013	.00	.00	.00	.00	.00	.00 %	.00	.00	.00	.00	.00	.00
2014	2371.31	.00	.00	.00	.00	.00 %	2371.31	.00	.00	.00	.00	.00
2015	3336.25	.00	.00	.00	.00	.00 %	3336.25	.00	.00	.00	.00	.00
2016	7741.28	.00	4377.35	.00	4377.35	56.55 %	3363.93	1042.02	.00	.00	.00	5419.37
TOTL	13448.84	.00	4377.35	.00	4377.35	32.55 %	9071.49	1042.02	.00	.00	.00	5419.37
2017	725464.67	50.97-	720893.83	50.97	720842.86	99.37 %	4570.84	2379.70	.00	.00	.00	723222.56
ENTITY												
TOTL	738913.51	50.97-	725271.18	50.97	725220.21	98.15 %	13642.33	3421.72	.00	.00	.00	728641.93

Outstanding property tax receivable

Debt Service: 2014=1440.81  
 2015=1962.38  
 2016=1727.38  
 2017=2470.54  
 } 7601.11

Operating: 2014=930.50  
 2015=1373.87  
 2016=1626.55  
 2017=2100.30  
 } 6041.22

Current tax rate  
 operating: .17  
 Debt Service: .20  
 total: .37

# **EXHIBIT C**

# **MURFEE ENGINEERING COMPANY, INC.**

Texas Registered Firm No. F-353  
1101 Capital of Texas Hwy., South, Bldg, D  
Austin, Texas 78746  
(512) 327-9204

## **M E M O R A N D U M**

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**DATE:** June 19<sup>th</sup>, 2018  
**TO:** BOARD OF DIRECTORS – BELVEDERE MUD  
**FROM:** Bryce Canady, P.E.  
**RE:** Engineer's Report – June 2018  
**CC:** Stefanie Albright – Lloyd Gosselink  
David Malish, P.E. - MEC

**MEC File No.: 17031.10**

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### **Amenity Center Improvements**

The site permit was submitted to Travis County for review and approval in May. Comments were received from the County and are being addressed. Determination of the next step in moving forward with selection of the Architect for the storage building. Generation of construction plans will commence once the site permit is approved.

### **Surplus Funds Application**

Application was submitted to the TCEQ in May. No additional information is available at this time. We are waiting on a response letter from TCEQ.

### **Drainage Issues**

Attached is an overall map and four individual plan sheets to be used for Contractor bidding and trail drainage repairs. An engineer's estimate of costs is also attached for reference.

Per the approved agreement for \$5,000, Tim Letizia with T Bar M Land Services, LLC has started work on the Flagler drainage ditch for the removal of 230LF of existing small diameter rock and sediment and the addition of 100LF of earthen berm. Two additional proposals for work along the Flagler Drive drainage ditch are attached – one for the installation of 230LF 8"X12" limestone rock (\$3,775) where the small diameter rock and sediment are to be removed per the first agreement, and a second proposal for the

removal of 490LF of existing small diameter rock and sediment to be replaced with 8"X12" limestone rock (\$9,800).

**Additional Requests**

Attached is a proposal from MEC for identification, pricing, and generation of an exhibit for potential future trail additions.

# **EXHIBIT D**

1



2



3A



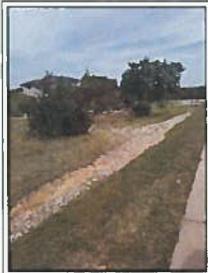
3B



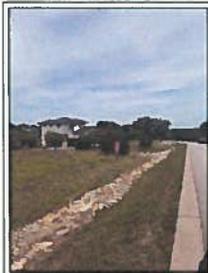
3B



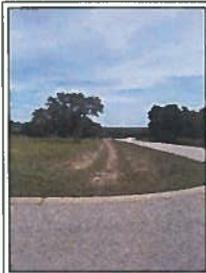
4



4



4



PRELIMINARY DRAWING  
FOR PLANNING PURPOSES ONLY

		Texas Registered Engineering Firm F-488	
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<b>BELVEDERE M.U.D.</b>			
<b>DRAINAGE IMPROVEMENT BYTES</b>			
<small>1101 Capital of Texas Highway South, Building 11, Suite 1101, Austin, Texas 78748, (512) 237-0200</small>			
<small>JOB NO</small>	<small>SCALE</small>	<small>SHEET</small>	<small>1 OF 1</small>
<small>DESIGNED BY</small>	<small>BC</small>	<small>DATE</small>	<small>05/2018</small>
<small>DRAWN BY</small>	<small>LED</small>	<small>DATE</small>	<small>05/2018</small>
<small>FILE:EA\18171\011703100A.dwg(DWG:6P-24x36)</small>			

# **EXHIBIT E**

# Contractor Agreement

Contract # 001-0518-002

THIS AGREEMENT made the 31<sup>st</sup> day of May, 2018, by and between T Bar M Land Services, LLC., hereafter called the Contractor, and Belvedere Municipal Utility District, hereinafter called the Owner.

WITNESSETH that the Contractor and the Owner for the considerations named agree as follows:

## Scope of Work

The Contractor shall furnish all materials and perform all of the work on the property generally located along Flagler Drive within the Belvedere Municipal Utility District, Travis County, Texas.

## Work Performed

Place 8"x12" limestone rock along approximately 230 lf of roadside ditch bottom where gravel was removed under previous contract #001-0518-001. Any disturbed areas will be hydro-mulched with Bermuda grass seed and covered with curlex mat. Watering will be the responsibility of the owner.

## Contract Price

The Owner shall pay the contractor for material and labor to be performed under the sum of Three Thousand Seven Hundred and Seventy-five Dollars (\$3,775.00)

## Progress Payments

Payments of Contract Price shall be made as follows:

Balance due within 30 days of contract completion.

## Liability Insurance

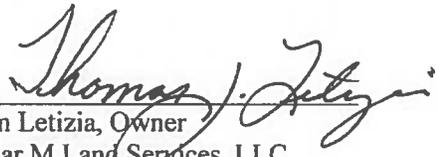
The Contractor agrees to carry General Liability Insurance coverage in an amount no less than \$1,000,000.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Owner: \_\_\_\_\_

Pete Golde, President  
Belvedere MUD  
816 Congress, Ste. 1900  
Austin, Tx 78701-2478

Contractor: \_\_\_\_\_

  
Tom Letizia, Owner  
T Bar M Land Services, LLC  
111 Oak Ridge Circle  
Georgetown, Tx 78628

# **EXHIBIT F**

**MURFEE ENGINEERING COMPANY, INC.**  
**CONSULTING ENGINEERS**

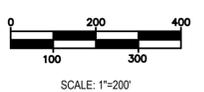
Texas Registered Firm No. F-353

Client:	<u>Belvedere MUD</u>	Page:	<u>1/1</u>
Project:	<u>2018 Drainage Improvements Project</u>	Date:	<u>6/12/18</u>
	<u>MEC File No. 17031-50</u>	By:	<u>BC</u>

**ENGINEER'S OPINION OF PROBABLE COST**

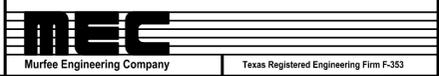
Site	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Drainage Channel Work 150' NE of Flagler & Lynchburg	1	LS	\$ 3,250.00	\$ 3,250.00
2	150' Berm & Ditch on Shady Trail	1	LS	\$ 3,750.00	\$ 3,750.00
3	40LF Berm & Creek Vane Install & Grading	1	LS	\$ 5,400.00	\$ 5,400.00
4	Flagler Drive Ditch Repairs	1	LS	\$ 18,575.00	\$ 18,575.00
<b>TOTAL</b>					<b>\$ 30,975.00</b>

# **EXHIBIT G**



LEGEND	
<span style="color: red;">—</span>	TRAIL 1 (900 L.F.)
<span style="color: blue;">—</span>	TRAIL 2 (640 L.F.)
<span style="color: yellow;">—</span>	TRAIL 3 (450 L.F.)

**PRELIMINARY DRAWING  
FOR PLANNING PURPOSES ONLY**



**BELVEDERE M.U.D.  
PROPOSED TRAIL OPTIONS**

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF BRYCE CANADY, P.E. #123424 ON 7/16/18. IT IS NOT TO BE USED FOR CONSTRUCTION OR BIDDING PURPOSES.

1101 Capital of Texas Highway South, Building D, Suite 110, Austin, Texas 78746, (512) 327-9204	JOB NO. 17-031.60	SCALE: AS NOTED	SHEET: 1 OF 1
DESIGNED BY: BC	DATE: 7/16/2018		
DRAWN BY: LDD	DATE: 7/16/2018		
FILE(LAYOUT): O:\17\031\60\Trail Options.dwg(24x36)			

# **EXHIBIT H**

An Agreement for the Provision of Limited Professional Services

MURFEE ENGINEERING COMPANY, INC.  
1101 Capital of Texas Hwy., Suite D-110  
Austin, Texas 78746  
(512) 327-9204  
Federal Tax ID #74-2742570

Client: Belvedere MUD  
c/o Lloyd Gosselink Rochelle & Townsend, P.C.  
816 Congress Ave., Suite 1900  
Austin, Texas 78701

Date: June 4, 2018

Project No.: 17031.TBD

Project Name/Location: Belvedere MUD Engineering Services for Identification and Budgetary Pricing of Three Additional Amenity Trail Options

Scope/Intent and Extent of Services: MEC proposes to provide the necessary professional engineering services to assist the Belvedere MUD with the identification and pricing for construction of three additional amenity trail options. More specifically, MEC will walk and identify potential trail options and constraints; prepare an exhibit showing the general trail alignments, and generate budgetary pricing for construction of the three final options.

Limitations of Scope of Services: The MEC proposed fee arrangement does not include fees for design or construction administration.

Time to Completion: This assessment and deliverables shall be made available to the MUD 30 days from the date of execution of this agreement.

Fee Arrangement: MEC prepares to complete this work on a time and materials basis with a fee of \$3,080.00 that is not to be exceeded, without Board approval. Please refer to the attached table for a fee schedule.

Retainer Amount: None

Special Conditions: None

Terms and Conditions are attached as part of this Agreement.

Offered by:

MURFEE ENGINEERING CO., INC.

Accepted by:

BELVEDERE MUD

By: David Malish 5 June 18  
David Malish, Vice President Date

By: \_\_\_\_\_  
Signature Date

# TERMS AND CONDITIONS

Murfee Engineering Company, Inc. (MEC) shall perform the services outlined in this Agreement for the stated fee arrangement.

## **Access to Site:**

Unless otherwise stated, MEC will have access to the site for activities necessary for the performance of the services. MEC will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

## **Dispute Resolution:**

Any claims or disputes made during design, construction or post-construction between the Client and MEC shall be submitted to non-binding mediation. Client and MEC agree to include a similar mediation agreement with all contractors, subcontractors, sub consultants, suppliers, and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

## **Billings/Payments:**

Invoices for MEC's services shall be submitted, at MEC's option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, MEC may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice.

## **Late Payments:**

Accounts unpaid 60 days after the invoice may be subject to a monthly service charge of 1.5% (or the legal rate) on the unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

## **Indemnification:**

The Client shall, to the fullest extent permitted by law, indemnify and hold harmless MEC, or his or her officers, directors, employees, agents and sub consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this Agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of MEC.

## **Certifications, Guarantees and Warranties:**

MEC shall not be required to execute any document that would result in their certifying, guaranteeing or warranting the existence of conditions whose existence MEC cannot ascertain.

## **Limitation of Liability:**

In recognition of the relative risks, rewards and benefits of the project to both the Client and MEC, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, MEC's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this Agreement from any cause or causes, shall not exceed an amount equal to the fee earned by MEC under this Agreement. Such causes include, but are not limited to, MEC's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

## **Termination of Services:**

The Client or MEC may terminate this Agreement should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay MEC for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

## **Ownership of Documents:**

All documents produced by MEC under this Agreement shall remain the property of MEC and may not be used by the Client for any other endeavor without the written consent of MEC.

## **Design With Construction Administration:**

If the basic services under this Agreement include project observation or review, MEC shall visit the site at intervals appropriate to the stage of construction, in order to observe the progress and quality of the Work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow MEC, as an experienced professional, to become generally familiar with the work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.

MEC shall not supervise, direct or have control over the Contractor's work, nor have any responsibility for the construction means, methods, techniques, sequences, or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work.

MEC shall not be responsible for any acts or omissions of the Contractor and MEC does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules, or regulations.

## **Design Without Construction Administration:**

If the basic services under this Agreement do not include project observation or review of the Contractor's performance or any other construction phase services, the Client assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the client waives any claims against MEC that may be in any way connected thereto. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless MEC from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of MEC.

## **Hazardous Materials – Suspension of Services:**

Both parties acknowledge that MEC's scope of services does not include any services related to the presence of any hazardous or toxic materials. The Client agrees to indemnify and hold harmless MEC from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of MEC.

## **Betterment:**

If, due to MEC's negligence, a required item or component of the Project is omitted from MEC's construction documents, MEC shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will MEC be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

# MURFEE ENGINEERING COMPANY, INC.

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## HOURLY RATE SCHEDULE

Effective October 1<sup>st</sup>, 2016

<b><u>Employee Classification</u></b>	<b><u>Hourly Rate</u></b>
Principal	\$300
Managing Engineer	\$250
Senior Project Manager	\$200
Project Manager	\$175
Senior Project Engineer	\$160
Project Engineer	\$145
Project Administration Manager	\$160
Project Administration Associate	\$80
Engineering Technician II	\$115
Engineering Technician I	\$95
Senior CAD Design Technician	\$165
CAD Design Technician	\$110
Draftsperson	\$95
Financial Services	\$90
Executive Assistant	\$75
Technical Administrative Assistant	\$85
Administrative Assistant	\$65
Reimbursable Expenses	Cost + 15%

Murfee Engineering Co., Inc.  
 Texas Registered Firm No. F-353  
 1101 Capital of Texas Hwy., S., Bldg. D  
 Austin, Texas 78746

**MANPOWER & BUDGET ESTIMATE**

<b>Client:</b>		Belvedere MUD					
<b>Project:</b>		Engineering Services for Identification & Pricing of Additional Amenity Trail Options					
	<b>Employee Classification</b>	<b>Principal</b>	<b>Project Engineer</b>	<b>Engineering Technician I</b>	<b>Draftsperson</b>		
<b>Task</b>	<b>Hourly Rate</b>	\$300	\$145	\$95	\$95	<b>Total Hours</b>	<b>Labor Cost</b>
Assess property for new trail options 1 - 3		0.5	3	3	2	8.5	\$ 1,060.00
Estimate construction cost for each option		0.5	2	8	0	10.5	\$ 1,200.00
Summary report of options and costs		0.5	2	4	0	6.5	\$ 820.00
						0	\$ -
						0	\$ -
						25.5	\$ 3,080.00
<b>Outside Services</b>							\$ -
							\$ -
							\$ -
							\$ -
	<b>Hours</b>	1.5	7	15	2		
	<b>Labor Cost</b>	\$450	\$1,015	\$1,425	\$190	<b>TOTAL</b>	<b>\$ 3,080.00</b>

Notes: