# 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 May 15, 2018, 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
Donal Sartain	Vice President
Ronald Ubertini	Secretary/Treasurer
Kim Clifford	<b>Assistant Secretary</b>
James Koerner	Assistant Secretary

All members of the Board were present, except for Directors Sartain and Ubertini, thus constituting a quorum of the Board of Directors. All directors present voted on all matters that came before the Board. Also in attendance were Jeff Monzingo with Montoya & Monzingo, LLP; Stefanie Albright and Troupe Brewer, Attorneys, and Lissette Ruiz, Legal Assistant, with Lloyd Gosselink Rochelle and Townsend, P.C., and; David Malish with Murfee Engineering Company. Tom Wiles was present on behalf of the Belvedere Homeowners Association (HOA), as was Autumn Phillips on behalf of Municipal Accounts and Consulting.

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

Next, Director Golde stated the Board would discuss, consider, and take action to approve the minutes of the April 17, 2018 regular meeting, provided as <u>Exhibit A</u>. Directors Koerner and Golde recommended minor edits to pages two and three. Upon motion by Director Koerner, seconded by Director Clifford, and unanimously carried by the Board members present, the Board approved the April 17, 2018 regular meeting minutes, as amended.

The next item before the Board was to consider the bookkeeper's report, including, but not limited to, payment of invoices. Mr. Monzingo addressed the Board and reviewed the Bookkeeper's report, provided as **Exhibit B**. In review of the budget versus actual, Mr. Monzingo noted the budget for legal and engineering were over budget and the budget for solid waste disposal was slightly over budget. Director Clifford noted that Kim Bigley was aware of a company Associa employed to reduce solid waste disposal fees. Director Koerner volunteered to follow-up with Ms. Bigley on the path forward regarding disposal fees. Director Clifford asked about the line item for the newly established District operating reserve, to which Mr. Monzingo stated he would revise the report to indicate that line item going forward. **Upon motion by Director Koerner, seconded** 

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 <u>Exhibit C</u> 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 <u>Exhibit D</u>. 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 <u>Exhibit E</u>. 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 Ubertini, 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 Ubertini, 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 refurnishing 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 19th day of June, 2018.

Ron Ubertini, Secretary
KIM CLIFFORI)

### **EXHIBIT A**

### 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 April 17, 2018, 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
Donal Sartain	Vice President
Ronald Ubertini	Secretary/Treasurer
Kim Clifford	Assistant Secretary
James Koerner	Assistant Secretary

All members of the Board were present, except for Directors Sartain and Ubertini, thus constituting a quorum of the Board of Directors. All directors present voted on all matters that came before the Board. Also in attendance were Jeff Monzingo with Montoya & Monzingo, LLP; Stefanie Albright and Troupe Brewer, Attorneys, and Lissette Ruiz, Legal Assistant, with Lloyd Gosselink Rochelle and Townsend, P.C.; Bryce Canady with Murfee Engineering Company; Tom Wiles, Charlie Wilson and Lee Blanton were present on behalf of the Belvedere Homeowners Association (HOA).

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

Next, Director Golde stated the Board would discuss, consider, and take action to approve the minutes of the March 20, 2018 regular meeting and March 26, 2018 special 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 March 20, 2018 regular meeting and March 26, 2018 special meeting minutes.** 

The next item before the Board was to consider the bookkeeper's report, including, but not limited to, payment of invoices. Mr. Monzingo addressed the Board and reviewed the Bookkeeper's report, provided as **Exhibit B**. He stated there were a few invoices due for payment, including legal, engineering, and bookkeeping services, and the quarterly payment to Texas Disposal Systems. Director Koerner asked a question on the legal invoice regarding payments for time for T. Brewer's attendance at the previous two monthly board meetings. Ms. Albright stated this time should have been "no-charged" and recommended the District hold the bill until the next meeting. Director Clifford recommended paying the invoice and receiving a credit for the charges on the next invoice. The remaining Board members agreed with this approach. Director Golde

requested clarification on the date range provided on the TML invoice and Mr. Monzingo stated he would follow-up with TML.

Director Clifford stated that at the March 26, 2018 Special Board Meeting, the Board decided to establish an operating reserve goal of two times the amount of the District's annual operating budget and asked how the bookkeeping would reflect this reserve amount. Mr. Montoya suggested instead of creating an entirely separate account for the reserve fund, that he simply rearrange the budget sheet to show a line-item amount indicating this reserve fund as separate and apart from the operating account. Director Golde agreed and recommended a separate line-item to reflect the reserve fund, and Director Clifford requested the next month's statement reflect the separate line item as "operating reserve". After discussion, upon motion by Director Koerner, seconded by Director Clifford, and unanimously carried by the Board members present, the Board approved the Bookkeeper's report, transfers, and payment of invoices, including the creation of the \$480,000 "operating reserve" line item in the budget and account documentation.

The next item before the Board was to discuss, consider, and take action on Requests for Qualifications for District Bookkeeper. Mr. Montoya indicated he would be reducing the number of his clients and would be focusing on retaining clients that were closer to his home in Round Rock, and thus announced he would be terminating his business relationship with the District at a mutually-agreeable time. Ms. Albright stated that she had spoken with Mr. Monzingo, and they recommended two firms, Municipal Accounts and Consulting and Bott & Douthitt, PLLC. Director Koerner requested the contact information from both firms and advised that the finance subcommittee would contact the firms for proposals.

Item 5 was discussed with Item 3.

Director Golde stated the next item before the Board was to take action regarding a report from the District's Engineer. Mr. Canady stated his office would provide a draft letter of the surplus funds application to TCEQ for the Board's review at the next meeting. Director Clifford asked for any follow-up on the District's ability to reimburse itself from the surplus funds, to which Mr. Canady stated he would request a formal response from TCEQ on that issue. Next, Mr. Canady stated he emailed the contact information for the three previously-identified architectural firms to Directors Ubertini and Sartain. He asked if the members of the HOA subcommittee had been identified. Mr. Tom Wiles introduced Mr. Charlie Wilson and stated he was the only HOA subcommittee member at that time. Mr. Canady suggested the subcommittee members screen the architectural firms and provide a recommendation to the Board. Next, Mr. Canady provided an update on the site plan and stated the survey was complete, but noted there was a conflict with the location of the storage facility. After discussion, the Board recommended the location of the storage facility should be moved northwest to avoid impacting a nearby tree while maintaining the proposed building size. Mr. Canady stated he would update the site plan and send to the subcommittee for review.

Mr. Canady provided an update on the drainage issues and noted four sites that required repairs. Mr. Canady provided an estimate, provided as **Exhibit C**, for his office to prepare and design four plan sheets for soliciting contractors to make repairs to these drainage system concerns,

noting that Lot 89 was the most urgent due to damage caused from the last storm. Director Clifford also noted several culverts that were partially filled that needed to be cleaned out, and Director Golde stated he would identify and prepare a list of the culverts and requested that Mr. Canady add this scope of work to the proposal to the contractors. Director Golde noted a culvert at Flagler and Lynchburg with big rocks along the north side of the trail that partially blocked the outlet of the culvert and that there was an eroded area outside of the rocks. Director Golde requested Mr. Canady review the area and noted that it could be another area to possibly include in the scope of work for the proposal. **After discussion, upon motion by Director Koerner, seconded by Director Clifford, and unanimously carried by the Board members present, the Board authorized Murfee Engineering to formalize a proposal not to exceed \$7,000, as provided in Exhibit C, and authorized Murfee Engineering to move forward as directed.** Mr. Canady noted the approved amount did not include any work related to the culverts or other work identified by Director Golde. Director Clifford stated the proposal could be amended at the next meeting to include additional areas discussed at this meeting once Mr. Canady had an opportunity to prepare a cost estimate therefor.

Mr. Canady stated he had not received a response from Dan Ryan to the letter regarding the continued existence of rock berms and the District's prior payment for removal of the berms. Mr. Canady also noted he had reviewed culverts at two homes under construction: 14 Lakewood Ridge Cove and 17613 Flagler, and both sites appeared to meet the District's requirements for culvert sizing.

Director Clifford had a follow-up question from the March 26, 2018 Special Board Meeting regarding the budget for landscaping and asked if there were any concerns regarding the situation where the HOA would pay for landscaping-installed as part of a District project for which the District would have the on-going maintenance obligation. Director Koerner stated there would be no expenditures this fiscal year on funding for landscaping so this issue did not need to be addressed at this time. Ms. Albright expressed no legal concern with the HOA placing landscaping on any property even if the District ultimately agreed to be responsible for maintaining such landscaping.

A discussion ensued regarding the current language in the draft Joint Maintenance Agreement (JMA) and an attempt was made to clarify which entity owned and had responsibility for maintenance of the various facilities and property. Director Koerner stated this subject of landscape cost sharing needed to be evaluated and the Board did not know at this time how much landscaping would cost at that point. He reminded the Board that Murfee Engineering's assistance was needed to calculate the split between the District's and the HOA's areas of responsibility for landscaping, but at this point there were no definitive answers in the new JMA on that topic.

Next, Director Golde provided an update on the previous impervious cover and the new parking lot paving discussions. Director Golde stated, based on his discussion with Wayne Rochelle and Kim Bigley, it was unclear what the impervious coverage percentage was for the neighborhood, and the only way to determine this percentage was to conduct an audit of the property. Director Golde stated he was not interested in this exercise, and recommended the District go forward with installing pervious pavement and pervious asphalt, which would not impact the District's compliance with the impervious cover requirements. Director Koerner asked

if that changed Mr. Canady's cost estimate, and Mr. Canady stated he would have to run some numbers and follow up. Director Golde stated that he believed the estimate provided was for pervious. Mr. Canady stated an easy thing to do was to tell Travis County that the development was below the platted requirement for the Amenity Center lot which was a 15% per lot basis. If the District can meet 15% impervious cover that for the Amenity Center parking lot then the District can move forward with the site plan. Mr. Canady stated that his office was breaking down the impervious cover for the Amenity Center this week, and if it fell below 15%, they could go to the County and report it was below the 15% per lot and move forward.

Mr. Canady provided a follow-up on Lot 51 regarding installation of the game fence. Director Golde stated that Ms. Bigley was gathering quotes for the fence installation across the drainage easement, but that due to the amount of vegetation it would be difficult to put the fence on the Belvedere side of the rock wall that was in existence. He also stated that it was unclear where the rock wall was located as compared to the property line. Director Golde stated that since the surveyor was in the District to survey for the Amenity Center lot improvements, Mr. Canady should ask the surveyor to locate the property line in relation to the rock wall. Mr. Canady stated he would contact the surveyor in this regard.

Director Golde stated the next item before the Board was to discuss, consider, and take action on Bond Issue No. 4 regarding recreational facilities, including: (a) easement for Amenity Center lot facilities; (b) Belvedere Trail System; and (c) Facilities Conveyance Agreement. Ms. Albright stated Items 7 and 8 were standing items until the JMA was complete, at which point the conveyance could be completed and a blanket easement executed between the HOA and the District. Director Clifford asked if this would be done by May, to which Ms. Albright stated, once the JMA was approved, the other documents would be easy to do. Director Koerner noted he had very minor adjustments to the current draft of the JMA and only had one follow-up question for Ms. Albright related to insurance coverage. Director Clifford stated she had also provided comments to Ms. Albright and that the main additions that she had proposed were to cause there to be a comprehensive maintenance agreement, which made it clear what was owned by the District and what was owned by the HOA and which entity was responsible for undertaking the maintenance thereof. Mr. Blanton addressed the Board and stated the HOA Board had not seen the draft JMA, to which Ms. Albright stated the draft had been provided to the HOA's attorney for review and that the District was awaiting her final comments so that the JMA could be added to the May agenda.

Next, Director Golde followed up on a discussion from the Special Board Meeting and the six-month deadline to commit to using bond proceeds designated for trails, but stated this would be discussed at the May meeting in more detail.

Item 9 was a standing item and was not discussed.

There being no further business and upon motion made by Director Clifford, seconded by Director Koerner, and unanimously carried by the Board members present, the meeting adjourned at 7:58 p.m.

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

Ronald Ubertini, Secretary



### **EXHIBIT B**

### BELVEDERE MUD SCHEDULE OF CASH ACTIVITY GENERAL FUND MEETING DATE: MAY 15, 2018

CASH BALANCE AS	OF 4/30/18			\$	19,689.52
Revenue:					
Deposit Date	Description		Amount		
05/15/18	Transfer from Money Market	A CONTRACTOR OF THE CONTRACTOR	\$ 10,000.00		
				\$	10,000.00
	Cash Balance B	efore Expenditures		\$	29,689.52
	Guon Balance B	Cioro Exportattatos		Ψ	20,000.02
Expenditures:					
Check Number	Description		 Amount		
1031	Montoya & Monzingo LLP	Accounting Fees	\$ 1,200.00		
1032	Murfee Engineering Company	Engineering Fees	\$ 1,519.68		
1033	Murfee Engineering Company	Engineering Fees	\$ 1,283.75		
1034	Murfee Engineering Company	Engineering -Amenity	\$ 9,792.50		
1035	Murfee Engineering Company	Surplus Funds	\$ 2,482.50		
1036	TCEQ	Filing Fees	\$ 100.00		
1037	Lloyd Gosselink	Attorney Fees	\$ 2,540.80		
Transfer	Belvedere - Debt Service	Property Taxes	 6,543.08	•	05.400.04
	Total Expenditure	es		\$	25,462.31
ENDING CASH BALA	NCE - CHECKING OPERATING AS OF	MAY 15, 2018		\$	4,227.21
CASH BALANCE - MO	ONEY MARKET OPERATING  Transfer to Checking		\$ (10,000.00)	\$	721,142.35
	Total Deposit		 	\$	(10,000.00)
ENDING CASH BALA	NCE - MONEY MARKET OPERATING			\$	711,142.35
TOTAL GAGUERALAN	IOE OPERATING				-4- 000 F0
TOTAL CASH BALAN	ICE OPERATING			\$	715,369.56
CASH BALANCE - CA	APITAL PROJECTS ICE - CAPITAL PROJECTS				1,114,373.97 1,114,373.97
CASH BALANCE - DE Deposits	Property Taxes		\$ 6,543.08	\$	662,266.54
	Total Deposits:			\$	6,543.08
ENDING CASH BALA	NCE - DEBT SERVICE FUND			\$	668,809.62

# Belvedere Municipal Utility District Statement of Revenues and Expenditures Budget vs. Actual For the Year to Date Ended May 15, 2018 Unaudited

	 ar to Date Actual	Year to Date		\ F	ar to Date /ariance avorable ıfavorable)		2018 Annual Budget	2018 Annual Variance Favorable (Unfavorable)	
<u>Revenues</u>									
Maintenance Taxes Bond Proceeds	\$ 332,534 61,000		217,770	\$	114,764	\$	326,655	\$	5,879
Interest Income	 1,379		333	<del></del>	1,046		500		879
Total Revenues	394,913		218,103		115,810	0 327,155			6,758
<u>Expenditures</u>									
Solid Waste Disposal	29,543		28,500		(1,043)		38,000		8,457
Legal Fees	43,158		36,667		(6,491)		55,000		11,842
Audit Fees	7,500		8,500		1,000		8,500		1,000
Accounting Fees	9,600		9,600		-		14,400		4,800
Engineering Fees	15,565		12,000		(3,565)		18,000		2,435
Engineering Design	13,968		10,000		(3,968)		15,000		1,032
Landscaping	25,069		25,069		-		25,069		-
Amenity Center Operations & Maintenance	-		15,667		15,667		23,500		23,500
Maintenance	-		23,333		23,333		35,000		35,000
Insurance	1,683		1,333		(350)		2,000		317
Tax Appraisal and Collection Fees	2,093		2,667		574		4,000		1,907
Bank Charges	5		133		128		200		195
Other Fees	_		67		67		100		100
Newspaper notices	 		1,333		1,333		2,000		2,000
Total Expenditures	 148,184	<del></del>	174,869		26,685		240,769		92,585
Projected Excess Revenue									
Over Expenditures	\$ 246,729	\$	28,796		217,933	\$	86,386	\$	160,343

Solid Waste Disposal year to date budget reflects 9 months because 9 month of payments have been made.

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 Investments as of March 31, 2018

	Financial		Account	E	Book Value	٨	/larket Value		Book Value	ı	Market Value		Income for	Purchase	Purchase	Maturity
Fund	Institution	Investment	Number	En	ding 2/28/18	E	nding 2/28/18	E	nding 3/31/18	E	inding 3/31/18	Yield	Month	Date	Price	date
Operating	ABC Bank	Money Market Deposit Account	4135091	\$	625,295.12	\$	625,295.12	\$	770,665.66	\$	770,665.66	0.63%	\$ 370.54	N/A	N/A	N/A
Operating	ABC Bank	Public Funds Checking	4124251	\$	238,371.81	\$	238,371.81	\$	11,491.43	\$	11,491.43	N/A		N/A	N/A	N/A
Debt Service	ABC Bank	Money Market Deposit Account	4124278	\$	614,496.71	\$	614,496.71	\$	661,281.28	\$	661,281.28	0.62%	\$ 341.11	N/A	N/A	N/A
Capital Projects	s ABC Bank	Money Market Deposit Account	4124286	\$	1,124,851.67	\$	1,124,851.67	\$	1,113,445.08	\$	1,113,445.08	0.93%	\$ 905.96	N/A	N/A	N/A

Total investment return for the quarter ending March 31, 2018 was \$2,159.26 and is in line with budgetary expectations.

There are no changes to market, economic, and investment conditions that would require any changes to investment strategy.

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

Jeff Monzingo, CPA

Instrict Investment Officer

### **Belvedere Municipal Utility District** Balance Sheet As of May 15, 2018

	May 15, 18
ASSETS Current Assets Checking/Savings CASH Money Market - ABC Bank Checking Account - ABC Bank	711,142.35 4,227.21
Total CASH	715,369.56
Total Checking/Savings	715,369.56
Accounts Receivable Taxes Receivable	6,041.22
Total Accounts Receivable	6,041.22
Other Current Assets Due From Capital Projects Prepaid Insurance	5,205.00 716.38
Total Other Current Assets	5,921.38
Total Current Assets	727,332.16
TOTAL ASSETS	727,332.16
LIABILITIES & EQUITY Liabilities Current Liabilities Other Current Liabilities Deferred Revenue	6,041.22
<b>Total Other Current Liabilities</b>	6,041.22
Total Current Liabilities	6,041.22
Total Liabilities	6,041.22
Equity Unassigned Net Income	474,561.35 246,729.59
Total Equity	721,290.94
TOTAL LIABILITIES & EQUITY	727,332.16

# Belvedere Municipal Utility District Profit & Loss October 1, 2017 through May 15, 2018

	Oct 1, '17 - May 15, 18
Ordinary Income/Expense	
Income Interest Income	1,379.51
Income	
Property Taxes	332,533.62
Total Income	332,533.62
Total Income	333,913.13
Expense Audit Fees Bank Service Charges Bookkeeping Fees Engineering Engineering Design - Amenity District Engineering	7,500.00 5.00 9,600.00 13,967.63 15,565.61
Total Engineering	29,533.24
Insurance Liability Insurance	1,682.84
Total Insurance	1,682.84
Legal Fees Legal Fees	43,157.79
Total Legal Fees	43,157.79
Maintenance of MUD Facilities	25,068.54
Collection and Appraisal Fees Waste Disposal	2,092.78 29,543.35
Total Expense	148,183.54
Net Ordinary Income	185,729.59
Other Income/Expense Other Income Bond Proceeds	61,000.00
Total Other Income	61,000.00
Net Other Income	61,000.00
Net Income	246,729.59

# Belvedere MUD - Capital Projects Fund Balance Sheet

As of May 15, 2018

	May 15, 18
ASSETS Current Assets Checking/Savings Cash	1,114,373.97
Total Checking/Savings	1,114,373.97
Other Current Assets Prepaid Bond Expenses	5,205.00
Total Other Current Assets	5,205.00
Total Current Assets	1,119,578.97
TOTAL ASSETS	1,119,578.97
LIABILITIES & EQUITY Liabilities Current Liabilities Other Current Liabilities Due to Operating	5,205.00
Total Other Current Liabilities	5,205.00
Total Current Liabilities	5,205.00
Total Liabilities	5,205.00
Equity Restricted Net Income	92,182.54 1,022,191.43
Total Equity	1,114,373.97
TOTAL LIABILITIES & EQUITY	1,119,578.97

# Belvedere MUD - Capital Projects Fund Profit & Loss

October 1, 2017 through May 15, 2018

	Oct 1, '17 - May 15, 18
Ordinary Income/Expense Income	
Bond Proceeds	1,136,656.10
Total Income	1,136,656.10
Gross Profit	1,136,656.10
Expense Bond Expenses Bank Service Charges	116,354.30 77.00
Total Expense	116,431.30
Net Ordinary Income	1,020,224.80
Other Income/Expense Other Income Interest Income	1,966.63
Total Other Income	1,966.63
Net Other Income	1,966.63
Net Income	1,022,191.43

### Belvedere MUD-Debt Service Fund Balance Sheet

As of May 15, 2018

	May 15, 18
ASSETS Current Assets Checking/Savings Cash MUD Debt Service Fund	668,809.62
Total Cash	668,809.62
Total Checking/Savings	668,809.62
Accounts Receivable Taxes Receivable	7,601.11
Total Accounts Receivable	7,601.11
Total Current Assets	676,410.73
TOTAL ASSETS	676,410.73
LIABILITIES & EQUITY 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 Net Income	359,111.02 309,698.60
Total Equity	668,809.62
TOTAL LIABILITIES & EQUITY	676,410.73

## Belvedere MUD-Debt Service Fund Profit & Loss

October 1, 2017 through May 15, 2018

	Oct 1, '17 - May 15, 18
Ordinary Income/Expense Income Tax Revenue	390,375.16
	390,375.16
Total Income	390,373.10
Expense	T0 00
Bank Service Charges	72.00
Interest Expense	81,193.75
Paying Agent Fee	600.00
Total Expense	81,865.75
Net Ordinary Income	308,509.41
Other Income/Expense	
Other Income Interest Income	1,189.19
Total Other Income	1,189.19
Net Other Income	1,189.19
Net Income	309,698.60

TRAVIS COUNTY TAX OFFICE

TXDIST1A OVERALL COLL/DIST REPORT RECEIVABLE BALANCE 'R' REPORT

FROM 10/01/2017 TO 04/30/2018

				ALI	OTHERS							
U1K	BELVE	DERE MUD										
	BEGINNING	TAX	BASE TAX	1	IET BASE TAX	PERCENT	ENDING	P&I	P & I	LRP OT	ER PENALTY	TOTAL
YEAR	TAX BALANCE	ADJ	COLLECTED	REVERSALS	COLLECTED C	COLLECTED	TAX BALANCE	COLLECTED	REVERSALS	COLLECTED	COLLECTED	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 1	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

Dutstanding property tax receivable

Dubt Service: 2014=1440.81

2015=1962.38 7 7601.11

2016=1727.38

2017=2470.54

Operating: 2014=980.50
2015=1573.87
2016=1636.55
2017=2100.30

DATE 05/01/2018 PAGE 83

operating: .17
Dubt Semili: .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

**DATE:** May 15<sup>th</sup>, 2018

TO: BOARD OF DIRECTORS – BELVEDERE MUD

FROM: Bryce Canady, P.E.

RE: Engineer's Report – May 2018

**CC:** Stefanie Albright – Lloyd Gosselink

David Malish, P.E. - MEC

MEC File No.: 17031.10

### **Amenity Center Improvements**

MEC generated a short list of Architects and their company resumes for the Amenity Center Improvements Project Subcommittee to review. The next step is for the subcommittee to select which Architects to interview. MEC will request proposals from the Architects the subcommittee selects to move forward with from the outcome of the resume review/interview process and will present to the Board for review and possible selection at the following Board meeting.

The site permit has been completed and submitted to Travis County for review and approval. A copy of the site plan and application letter are attached.

### **Surplus Funds Application**

MEC has completed the draft letter to the TCEQ for the approval of \$92,247 of surplus funds to be used on future drainage improvements throughout the District. MEC has requested that the resolution and check for the application fee (\$100) be generated to be submitted with the application.

### Drainage Issues

MEC has completed a preliminary review of the four sites and has started generating plan sheets to be used for repairs. A fifth site at the double culvert on N. side of trail approximately 500' from the intersection of Lynchburg & Flagler was added at the last meeting and will be included in the repair scope.

### **Additional Requests**

- Letter sent to Dan Ryan regarding existence of rock berms was sent on 3.15.18. Still awaiting response.
- Joint maintenance agreement MEC was asked to discuss the true support the MUD should provide to the HOA
- Lot 51 Survey quote was sent to Peter Golde on 4/20/18 and is attached for review and approval
- MEC is generating a scope and pricing for engineering & design of future additions to the trail system

### **EXHIBIT D**



### Murfee Engineering Company

May 4, 2018

Steve Manilla, P.E., County Executive Travis County TNR P.O. Box 1748 700 Lavaca, 5th. Floor Austin, Texas 78767

Re:

Belvedere Amenity Center, Lot 1, 2.78 acres of Blk. D, Belvedere Phase 1

17400 Flagler Dr., Austin Texas 78738

Dear Mr. Manilla:

Attached please find the completed application and the site plan for expansion of the Belvedere Amenity Center. The original Class 'A' Basic Development Permit (No. 05-3688), with plans prepared by LIA Engineering, Inc., was approved by Travis County on November 10, 2005. The approved site plan consisted of two phases. A copy of the approved site plan is included in this submittal. The first phase was constructed with a reduced scope and layout of the approved plan.

With the new site plan submittal, the actual Phase 1 improvements are shown with the existing impervious cover. The calculated existing impervious cover is 14,622 square feet, or 12.1 percent. The proposed improvements consist of additional parking, an 800 square foot storage building, and minor concrete riprap adjacent to the building. As with the existing parking, all parking and drive areas will consist of pervious pavement. With the proposed improvements, an additional 969 square feet, representing 12.9 percent of impervious cover is proposed.

Per the attached Sheet 9 of the LIA Amenity Site Permit plans, impervious cover calculations are provided for the entire Belvedere development. Under the "Other Imperv" column, 0.5 acres is allotted for the amenity site. The Site Plan sheet for the proposed amenity improvements shows the existing plus proposed impervious at 15,591 sq.ft., or 0.36 acres. Regional detention for the amenity site and residential development in the Rocky Creek watershed was constructed with the LIA Belvedere Phase VII-B plans approved by the County on February 6, 2014 under permit no. 13-2292. Sheet 9 of the VII-B plans provides a summary of the detention analysis indicating no increase in flow for the two through 100-year events at the exit from the Belvedere development.

To the best of my knowledge, the submitted plans are complete, correct, and in compliance with the applicable sections of the County Development Code.

Sincerely,

Bryce Canady, P.E.

cc: Stefanie Albright, Lloyd Gosselink

Peter Golde, Belvedere MUD Board President

MEC Project No.: 17031-20

Attachments: Application and Site Plan for Belvedere MUD Amenity Center Expansion

Previously Approved Class A Basic Development Permit No. 05-3688

# BELVEDERE M.U.D.

### **AMENITY CENTER IMPROVEMENTS**

17400 FLAGLER DR., AUSTIN. TX 78738

BELVEDERE M.U.D.
MENITY CENTER IMPROVEMENT
VAND FLACKED DE, AUSTRIL TR TREPA

- RELEASE OF THIS APPLICATION DOES NOT CONSTITUTE A VERIFICATION OF ALL DATA, INFORMATION, AND CALCULATIONS SUPPLIED BY THE APPLICANT. THE ENGINEER OF RECORD IS SOLELY RESPONSIBLE FOR THE COMPLETENESS, ACCURACY, AND ADEQUACY OF HISMER SUBMITTAL, WHETHER OR NOT THE APPLICATION IS REVIEWED FOR CODE COMPLIANCE BY CITY ENGINEERS. THE ENGINEER WHO PREPARED THESE PLANS IS RESPONSIBLE FOR THEIR ADEQUACY. IN APPROVING THESE PLANS, TRAVIS COUNTY MUST RELY UPON THE ADEQUACY OF THE WORK OF THE

- RESPONSIBLE FOR THEIR ADEQUACY. IN APPROVING THESE PLANS, TRAVIS COUNTY MUST RELY UPON THE ADEQUACY OF THE WORK OF THE DESIGN ENGINEER.

  THIS PROJECT IS LOCATED IN TRAVIS COUNTY.

  THIS PROJECT IS LOCATED IN THE BARTON CREEK WATERSHED.

  THIS PROJECT LIES WITHIN THE EDWARDS AQUIFER CONTRIBUTING ZONE.

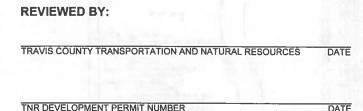
  NO PORTION OF THIS SITE LIES WITHIN A DESIGNATED FLOOD HAZARD ZONE BASED ON FLOOD INSURANCE RATE MAP, PANEL #48453C0395H

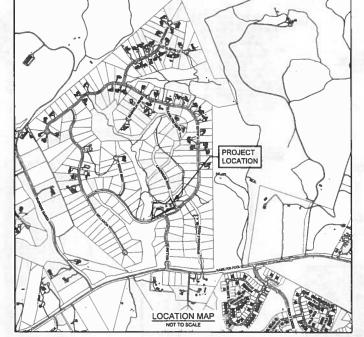
  TRAVIS COUNTY, TEXAS AND INCORPORATED AREAS, EFFECTIVE DATE SEPTEMBER 28, 2008.

  CONTRACTOR SHALL FIELD VERIFY ALL EXISTING UTILITIES VERTICALLY AND HORIZONTALLY PRIOR TO CONSTRUCTION. CONTRACTOR SHALL

  CONTACT THE CITY OF AUSTIN 811 ONE-CALL FOR UTILITY LOCATIONS, WATER AND TELECOMMUNICATIONS ARE EXPECTED TO BE LOCATED WITHIN THE PROPOSED TRENCHING AREAS.

### **SUBMITTED FOR APPROVAL BY:** MURFEE ENGINEERING COMPANY, INC.





APPLICANT/OWNER:
BELVEDERE M U D.
C/O LLOY & GOSSELINK ROCHELLE & TOWNSEND PC
816 CONGRESS AVE, SUITE 1900 AUSTIN, TEXAS 78701-2478 PH: (512) 322-5847

> ENGINEER: MURFEE ENGINEERING COMPANY, INC. 1101 CAPITAL OF TEXAS HIGHWAY SOUTH BUILDING D, SUITE 110 AUSTIN, TEXAS 78746 PH: (512) 327-9204 FAX: (512) 327-2947

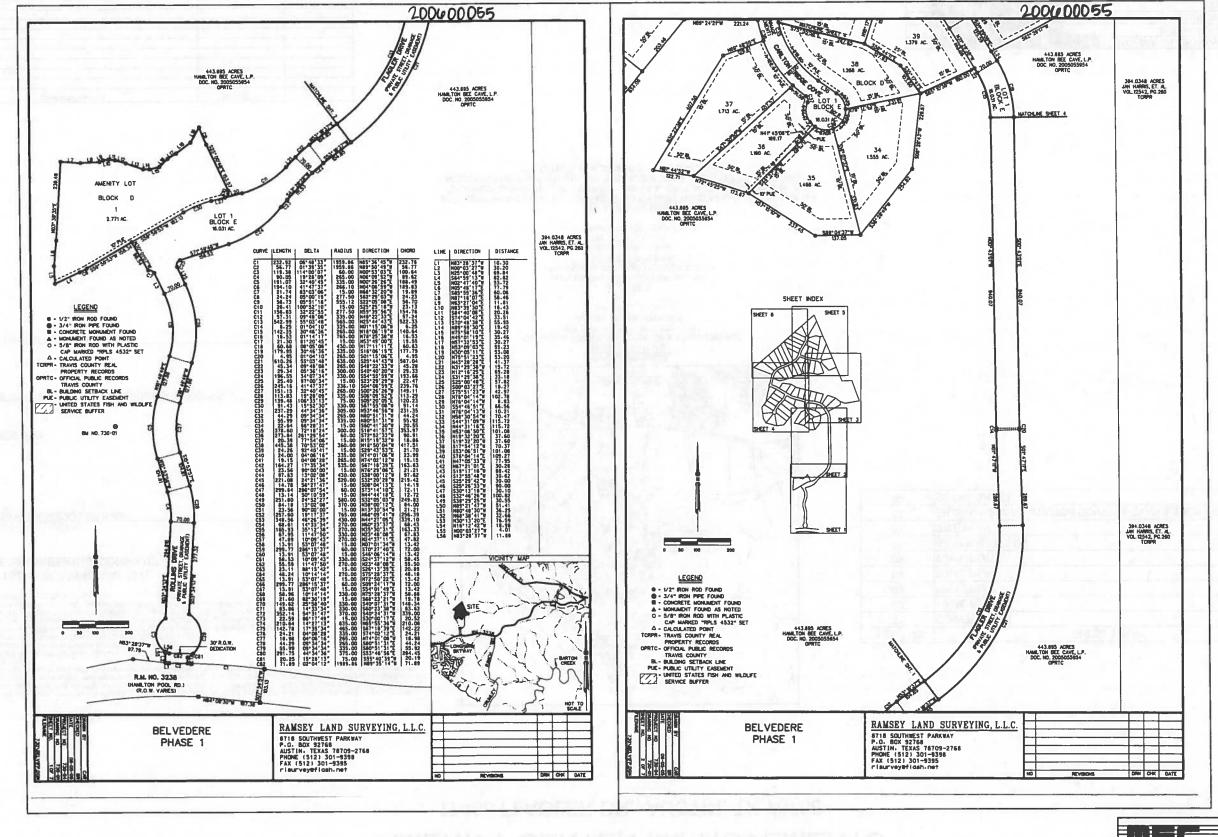
<u>LEGAL DESCRIPTIONS</u>
BELVEDERE PHASE I, BLOCK D, LOT 1 BEING A 2.771 ACRE TRACT OF LAND SITUATED IN THE SAM WILDY SURVEY NO. 528, ABSTRACT 1, BEING A PORTION OF THAT CERTAIN 443,695 ACRES OF LAND CONVEYED TO US BY DEED RECORDED IN DOCUMENT NO. 2005055954 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY.

SHEET NO.	SHEET TITLE
01	COVER SHEET
02	FINAL PLAT
03	FINAL PLAT
04	FINAL PLAT
05	FINAL PLAT
06	GENERAL NOTES
07	SITE PLAN
80	<b>EROSION SEDIMENTATION CONTROL PLAN &amp; TREE PROTECTION</b>
09	DETAIL SHEET

NO	REVISION DESCRIPTION	REVIEWED BY	DATE

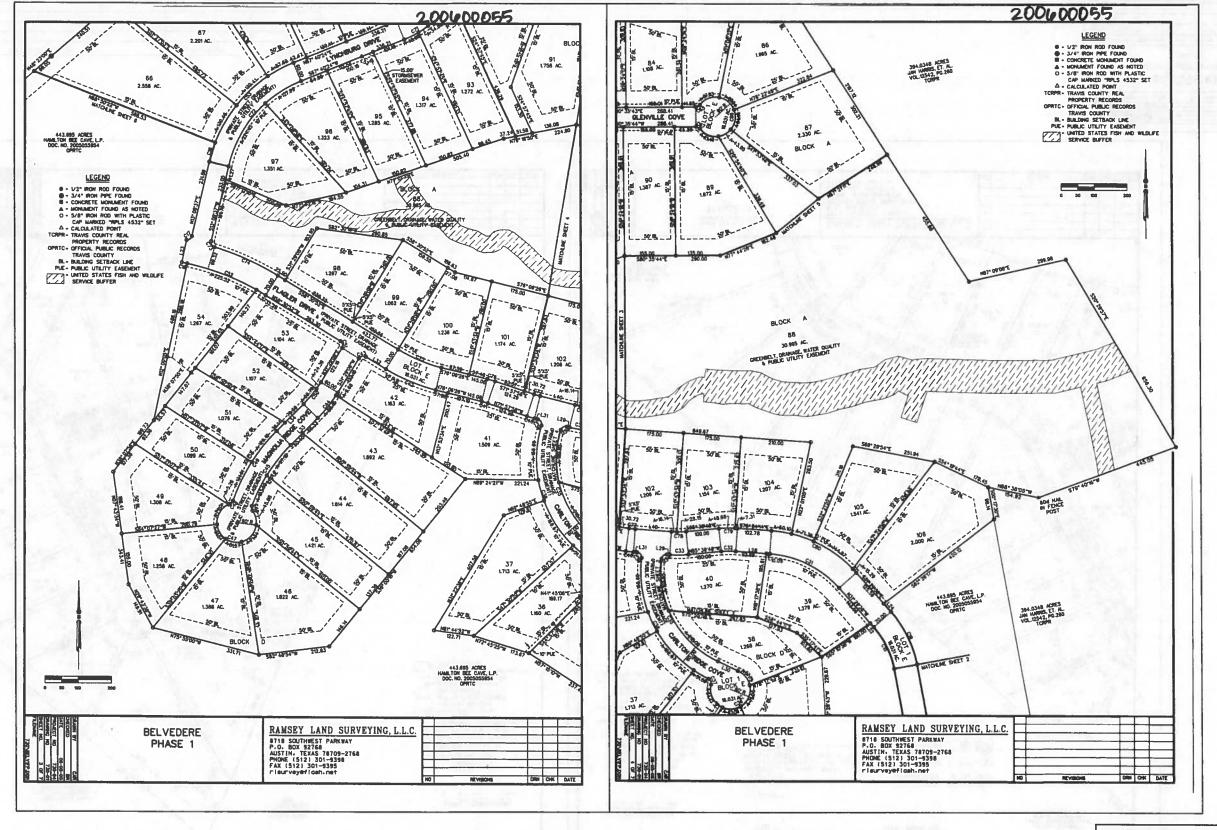


1101 CAPITAL OF TEXAS HIGHWAY SOUTH **BUILDING D, SUITE 110** AUSTIN, TEXAS 78746 (512) 327-9204 Texas Registered Engineering Firm F-353



10.	REVISION DESCRIPTION	REVIEWED SY	DATE



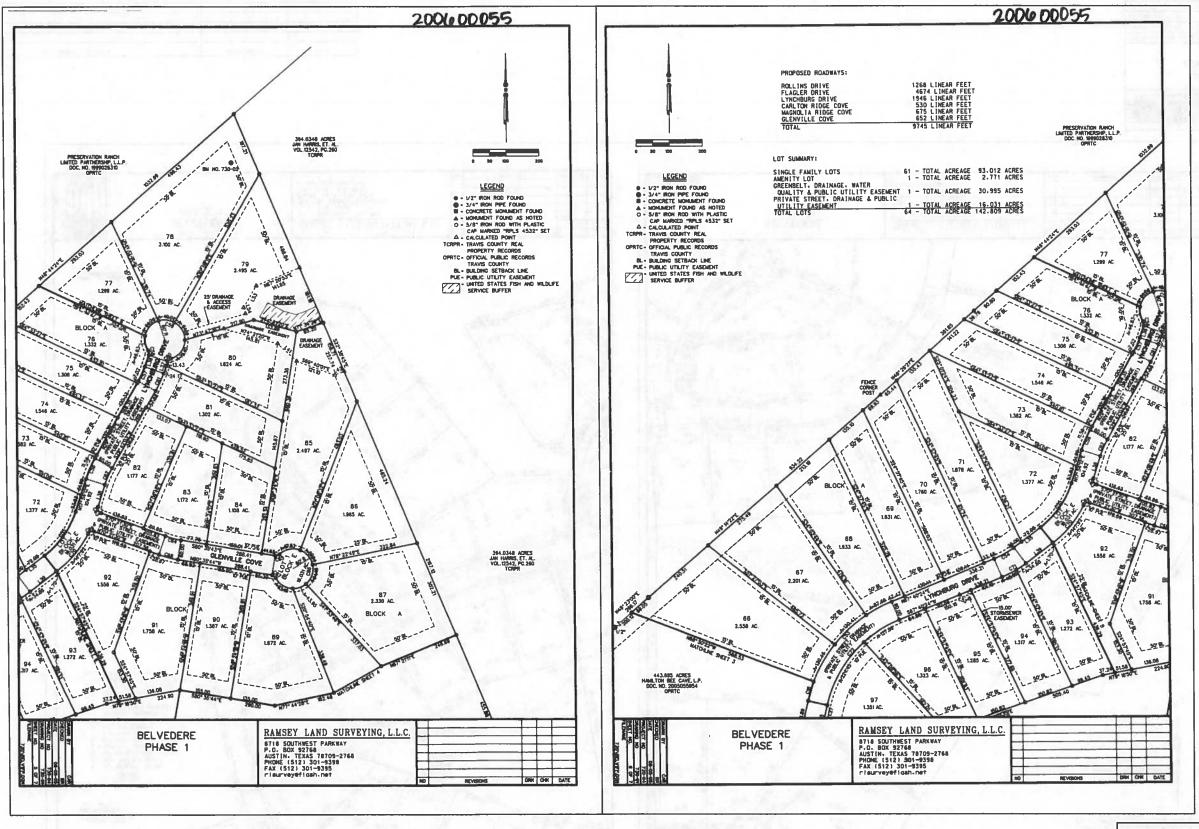


10.	REVISION DESCRIPTION	REVIEWED BY	DATE

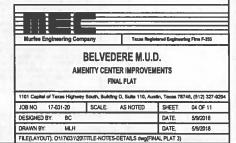
Murfee Engineering Company Texas Registered Engineering Pira F-25	Murfee Engineering Company Texas Registered Engineering Firm F-253 BELVEDERE M.U.D.	Murfee Engineering Company	Term Beststand Festivation Day 5-33
	BELYEDERE M.O.D.	DEI VEDE	to the second second

rune		NAL PLAT	IILH10	
s Highway	South, Buildle	ng D, Sulta 110, Au	stin, Texas 757	45, (512
-20	SCALE:	AS NOTED	SHEET:	03 O

XXX NO. 17-03	1-20	SCALE:	AS NOTED	SHEET	03 OF 11
DESIGNED BY:	BC			DATE.	5/9/2018
DRAWN BY:	MLH			DATE	5/9/2018



REVI	SION DESCRIPTION	REVIEWED BY	DATE



REVISION DESCRIPTION

REVIEWED BY

DATE

### 200600055

19. THE OLDS ACRE PARRICHED REQUIREMENT THAL BE NET WITH A COMMINISTRY OF PARRICHED FEES AND 50 PERICENT CHEEST FOR THE PARVAITE GREENBLIT AND AUGUSTY LOTS.

17. LOT I, BLOCK "O" TO BE OWNED AND MANTANED BY THE HOME OWNERS ASSOCIATION. ENGINEERS.

- 1. PRIVATE STREETS, DRAMAGE, PUBLIC UTILITY AND ACCESS EASEMENTS AS SHOWN.
- 2. THERE SHALL BE A 10 FOOT PUBLIC UTLITY EMBEDIT ADMICENT TO ALL PRIVATE STREETS.

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NO. 730-01, BOJ NAL. 488' SOUTHEAST OF THE SOUTHWEST CORNER OF LOT 1, BLOCK D AND THE FEET WEST OF THE WEST R.O.W. LINE OF ROLLINS DRIVE, ELEVATION + 117,522.

NO. 730-02, V.Y. BICK BOOK BOOK WITH FLASTIC CAP MIRROR 12.1. GERON RPLS ABOVE BY PET SOUTH OF THE MOSTIN CONNECT OF LOT 78, BLOCK A, ELEVATION - WAZE-97
TRANS COUNTY ON-STE WASTEWATER PROGRAM FLAT NOTES SUBDIVISIONS UTLIZING ON-STE WASTEWATER SYSTEMS

- NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPED UNTIL CONDECTED TO A PUBLIC SENIOR SYSTEM OR A PRIVATE ON-SITE SEWAGE DEPOSAL SYSTEM, WHO
- 2. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO
- 3. NO CH-SITE SEWACE DISPOSAL SYSTEM MAY BE RETALLED WITHIN TOO FEET OF A PROVATE WATER WILL NOR MAY AN CH-SITE WASTERNATER DISPOSAL SYSTEM BE
- 4. NO CONSTRUCTION MAY BEEN ON MAY LOT IN THIS SUBDIVISION UNITE. PLANS
  FOR THE PRIVATE CHI-STE SEWAGE DISPOSAL SYSTEM ARE SUBMITTED TO AND
- S. ALL DEVELOPMENT ON ALL LOTS IN THIS SURDIVISION MUST BE IN ACCORDANCE
- B. LOTS IN THIS SUBDIVISION ARE LIMITED TO A SHOLE-FAMILY RESIDENCE.
- THESE RESTRICTIONS ARE ENFORCEABLE BY THE TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM AND/ON LOT OWNERS WITHIN THE SUBDIVISION.

April Carry
ROBERT TURNER
DIVISION IMMAGER
PLANNING AND DISCRECEING SERVICE

NO POTION OF THE TRUCT IS WITHIN THE CITY OF AUSTIN OR THE ETJ OF THE CITY OF AUSTIN OR THE CITY OF AUSTIN OR

ATE OF TEXAS

I, DANA DEBEJAYOR, CLERK OF TRANS COUNTY, TOUS DO NEBERY CRITTY THAT THE FORECOME SETMANDER OF WITHOUT WITH A THAT IT SHE THAT IT STORY CLITT OF THE PROPERTY OF THE PROPERTY

POLITY TEMS

ATE OF TEXASTRERA

I, DANA DEPEAUMOR, CLERK OF THE COURTY COURT, OF TRAVIS COUNTY, TELAS, DO HERBEY CENTRY THAT ON THE "LAY OF "LET DEMONS" 2005, A.D., THE COMMISSIONS THE FLANT FOR RECORD OF THIS FLAT, AND THAT SAID ORDER WAS DOLLY DITTEDED IN THE SHAPE OF THE SAID ORDER WAS DOLLY DITTEDED IN THE SHAPE OF THE SAID ORDER WAS

WITHTEST MY HAND AND BEAL OF OFFICE OF THE COUNTY COURT OF SAID COUNTY, THE DAY OF THE COUNTY OF SAID COUNTY, THE

DANA DEMEAUVOR COUNTY CLEME, TRAVES COUNTY, TEXAS

GRAPH

G. POTTET

1000

BELVEDERE PHASE 1

IN WITHER WIGHEST, MAIL TON BEE CAVE, UP HAVE CAUSED THESE PRESENTS TO BE EXECUTED BY THEIR GENERAL PARTHER, THIS 1/4 DAY OF FARMANA, A.D., 2008

1. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPED UNTIL CONNECTED TO A MANCPAL WATER DISTRIBUTION SYSTEM OR AN APPROVED OWSITE WATER WELL.

2. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPED UNTIL CONNECTED TO AN APPROVED PURILS SEWER SYSTEM OR APPROVED PURIATE SEWAGE DISPOSAL SYSTEM.

4. PROPERTY OWNER ON HEAVER ASSURES SHALL PROVIDE FOR ACCESS TO THE DRAWAGE LESIBERT AN LAY SE RECESSION AND SHALL NOT PROMITE ACCESS BY TRANS COUNTY FOR RESPECTION ON MAINTENANCE OF SIND EXPORTANCE.

5. ALL DRAWAGE LESIBERTS ON PROVIDENT SHALL BE MAINTAINED BY THE OWNER OF MEMORY ASSURE.

6. LOT 68, BLOCK A IS DESIGNATED "COMMON AREA" AND IS CHINED AND MINISTRANDED ASSURED ALZO. BY THE MEMORY RECORDS.

7. TRANS COUNTY DEVELOPMENT PENNT RECURRED PRIOR TO ANY SITE OF THE MEMORY ASSURED.

8. LOT 68, BLOCK A IS DESIGNATED "CONTROL OF THE MEMORY ASSOCIATION, SEE DOCUMENT MAINTENANCE AND ASSOCIATION."

8. TRANS COUNTY DEVELOPMENT PENNT RECURRED PRIOR TO ANY SITE.

ALL STREETS & DRUNAGE FACULTIES WILL BE DESIGNED IN ACCORDANCE TO TRAINS COUNTY CONSTRUCTION STANDARDS FOR STREET & DRUNAGE IN SUBDIVISIONS.
 WAITER SERVICE TO BE PROVIDED BY LOWER COLORADO RIVER AUTORITY OR STATE APPROVED WAITER SYSTEM.

IL ELECTRIC SERVICE TO BE PROVIDED BY PEDERNALES ELECTRIC CO-OP.

15. ALL ROADWAYS SHALL BE MANTANED BY THE HOMEOWNERS ASSOCIATION.

13. PROJECT IS LOCATED WITHIN TRANS COUNTY AND IS NOT LOCATED WITHIN ANY OTHER CITY'S EXTRA TENUTORIAL JURISDICTION (CT.O.)

 OVERALL IMPERVIOUS COVER WITHIN THIS BILLYEDER SUBDIVISION SHALL NOT EXCEED FFTEEN PERCENT TISO, MONOULL PRINCES WITHIN THE BELYEDINE SUBDIVISION MAY EXCEED FFTEEN (ISO 30 LIGING AS OVERALL IMPERVIOUS COVER DOCIS NOT EXCEED FFTEEN ISO.

12. TELEPHONE SERVICE TO BE PROVIDED BY SBC.

1-31-06

HOW TO PROPERTY OF THE WARRY OF

RAMSEY LAND SURVEYING, L.L.C. 8718 SOUTHWEST PARKHAY P.G. BOX 92768 AMSTIN. TEXAS 78709-2768 PHODE (512) 301-3398 FAX (512) 301-3395 rlawrwgwellown.not | SY SURVEYOR | 2/1/06

Murfee Engineering Company	Texas Registered Engineering Firm F-353
BELVE	DERE M.U.D.

AMENITY CENTER IMPROVEMENTS FINAL PLAT

JOB NO. 17-031-20	SCALE:	AS NOTED	SHEET	05 OF 11
DESIGNED BY: BC			DATE	5/9/2018
DRAWN BY: MLH			DATE:	5/9/2018

TRAVIS COUNTY STANDARD CONSTRUCTION NOTES FOR SITE DEVELOPMENT

- Each driveway must be constructed in accordance with Travis County Code Section 62 302(g). and sech drainage structure or system must be constructed in accordance with the City of Austin
- Austin Drainage Criteria Manual, unless other design criteria are approved by Travis County Before beginning any construction, the owner must obtain a Travia County developmen permit and post the development permit, the TCEC Sisk holdor, and sny other required to the TCEC Sisk holdor, and the TCEC Sisk holdor, and sny other required to the TCEC Sisk holdor, and the TCEC Sisk holdor, and the TCEC Sisk holdor, and sny other required to the TCEC Sisk holdor, and the TCEC Sisk ho permits at the job s4s.
- breated a traffic control plan to Travis County and obtained written approvel of the traffic control plan from Travia County
- The contractor and primary operator shall follow the sequence of construction and the SWP3 in SWP3 in . The contractor and primary operator shall request Travia County inspection at specific inflations in the sequence of the construction of the site development consequenting to the primary improved primary inspections specified in Constituction Sequenching notes in these approved primar. Development counts the finite of construction sequencing in the primary inspection in Constitution Sequencing notes in these approved primar and conservation specified in the approved primar and conservation specified in the approved primary and conservations again the specified primary specified in the specified primary and conservations are specified in the specified primary and conservation approved primary specified in the specified primary specified primary specified in the specifi
- me approved permit and construction plans is prohibited. Before spenning any construction, all Scient Water Pollution Previeration Plan (SWP3) requirements shall be mit, and the first phase of the temporary enrolen control (ESC) plan treated with a SWP3 haspaction. Report updated for projectorions, 2, 4 SWP3 and ESC Plan measures and primary operator SWP3 inspections must be performed by the primary operator in accordance with the approved plans and SWP3 and ESC Plan lottes throughout the construction provides.
- Notes throughout the construction process. Before starting construction, he owner or contractor or their designated representative shall submit a representative submit and the starting of the construction of the contract of the request and achievable in mandatory Processitution Conference and ESC Inspection. White assistance is needed, the TNP Previoring and Ciprising Devicion staff or TNR Bloom Visites Management Program staff can be contacted by saleshone at \$1245-49-493.
- \$12.454-9303.
  The contractor shall keep Travis County TNIR easilyned inspection staff current on the status of sits development and utility construction. The contractor shall notly Travis County and requisit printry inspections through the mysematrion are guarantee portal for Travis County in second-since with the specific milesiones in the Construction Sequencing notes in these sportwal plants.

  Contiaut data source: <a href="Contractorismostructions">Contractorismostructions</a> (and State S
- Fit material must be managed and disposed of in accordance with all requirements specified in the approved plans, SWP3, and the Travia County Code. The contractor shall stockpile fill and construction materials only in the areas designated on the approved plans and not within the
- er flood plant, weterwey setback, Critical Environmental Feature setback, or outside
- the limits of construction. Disposal of solid waste materials, as defined by State law (e.g., litter bres, decomposable wastes, etc.) is prohibited in permanent fill arise.

  10 Before disposing any excess fill material off-site, the contractor of primary operator must
- nent permits, have been obtained. The owner or primary operator must revise the development permish, have been obtained. The owner or primary operator must revise the NYP3 and ESC Plant Nameding relocement of excess file on the construction set is revised from the existing SNYP3. If the fill disposal location is outside Travie County or does not require a development permit, the contributor or primary operator must private the County Inspector the site address, contact Information for the property evener of the fill 1. The design angineer is responsible for the adequacy of the construction plans in reviewing the
- on plans. Travis County will rely upon the adequacy of the work of the design
- construction plans, Travis County will rely upon the adequacy of the work of the design engineer.

  12 In the event of any conflicts between the content in the SWP3 Site Notebook and the content in the construction plans approved by Travis County, the construction plans shall take precioence.
- A minimum of two survey benchmarks shall be set, including description, location, and
- elevation, the benchmarks about the text on a Travie County control benchmark when possibly 14. Any existing pervenner, curbs, televestes, or drainings structures within County right-af-every which her desanges, removed, or shall, with the repeired by the contractor at evener or contractor's segments before approval and acceptance of the construction by Travis County.

  15. Call the Travia Examinotin Selecty System at 8-1-1 at text 2 business days before beginning certainties on acceptance of the County Selection Selectio

- All storm newer piece shall be Cleas IN RCP, unless otherwise noted. Contractor is required to behin a stilly installation permit in accordance with Travia County (does Section 8.2 90 (a/3) before any construction of utilities within any Travis County (dyb-Cu-ver). This preject is located on Flood Insurance Rate Mag. 44453 (2038)4. Temporary stabilization must be performed in all distalled eries If lut have caseed construction advises for 14 days or langer, in accordance with the standards described in the 30HP and ESC Plan Sheet Notes.
- vescri are at final plan grade and in all site areas specified in the approved plans for phased re-vegetation, in accordance with the standards described in the SWP3 and ESC Plan Sheer
- Notes. All trees within the right-of-way and drisinage easements shall be saved or removed in accordance with the approved construction plans. Travs County tree preservation standards in Travs County Code Section 82 973, Including Installation and maintenance of all specified tree projection measures, must be followed during construction.
- An Engineer's Comparence Letter than a coordinary with Travis Country Code Section 82 953 must be submitted via the resperance or castering portal for Travis Country Code Section 82 953 must be submitted via the resperance or on customer portal for Travis Country when constitution is substantially complete. The Engineer's Concurrence Lateite must be submitted before the confractor or primary operator requests a final inspection by Traves
- County.

  Site improvements must be constructed in conformance with the engineer's centruction plants approved by Travis County Nurscendermance with the approved by Travis County Nurscendermance with the approved plant will dealy final inspection approved by the County until plan conformance is achieved or any required plan mixtours are approved. Final Site Stabilization. All areas disturbed by the construction must be permanently revegetated and all semporary advanced by the construction must be permanently revegetated and all semporary advanced to the construction must be premoved before the County will issue a Certificate of Complaince for final site stabilization approved from the SNPP and ESC.

  Notes Sheet may be estimated with Travis County for conditional amount of the SNPP and ESC.

REVISION DESCRIPTION

TRAVIS COUNTY CONSTRUCTION NOTES FOR SITE DEVELOPMENT AND TRAVIS COUNTY

- CONSTRUCTION NOTES FOR SUBDIVISION DEVELOPMENT 5 FREE IS, DYAIRAGE, WATER AND
  WASTEWATER
  The following sems apply to Estable 82.30 f.C.: 1-25.
  The following sems apply to Estable 82.30 f.C.: 1-20.

  1. Dhewey and drainage construction standards shall be in accordance with the requirements of the Travis
  County Standards unless otherwise specified and approved IT Travis County
  2. Prior to beginning any construction. IT Travis County Basic Development prime shall be obtained and
  possed on the job alto Development outside of approved construction boundaries is prohibled without a
  revised permit.
- revised permit.

  3. Prior to beginning any construction, all Storm Wester Pollution Prevention Plan (SWP3) requirements shall be met, notices posted on site, and the first phase of temporary emoson control earns shall be in place.

  4. A Traffic Control Plan shall be reviewed and approved by Travis County prior to beginning construction.

- 4. A Traffic Control Plan shall be reviewed and approved by Travis County prior to beginning construction within County right-of-way.
  5. The confractor shall notify Travis County Planning and Engineering Division at 854-9333 and Storm Viters Management Program inspection at 854-7500 at least 48 hours prior to stant of construction and is striked-by a manifactory Processivation Conference.
  6. Control rates source: Capital Burvey Co. 2013.
  7. Centractors shall not electorize intentive within the \*100-year flood plain or areas outside of permit boundaries. Any regulatory permits required for disposal of decrease accurated material off the permit aboundaries. Any regulatory permits required for disposal of sed exists materials, as enfered by State must be obtained from the applicable justralication. Deposal of sold exists materials, as defined by State must be obtained from the applicable justralication.
  8. Whitem Travis Country right-d-very criticreps are to be controlucted in socordance with City of Austin criteria, except as noted in 82.302 (g) of the Standards.
  9. The design engineer is responsible for the adequacy of the construction plans. In reviewing the construction plans. Travis Country will rely upon the adequacy of the worst of the design engineer.
  10. A melimma of the survey benchmarks shall be set and described on providence subdivision including description, location, and elevation. Tie to Travis Country Standards when possible.

- 1) Any existing personnt, tie to make County dishounts when process. damaged, removed, or silted, will be repaired by the contractor at his/her expense before approval of the
- 12. The One-Call Utility System will be used. Dial Texas 611 and 1-800-545-6005 the Texas Underground Facility Not/Ecstion
- Corporation sat least 48 hours BEFORE you slig

  13. All storm sever ploss shall be Class III RCP, unless otherwise noted.

  14. Contractor is required to obtain a Travis County Work in Right-of-wey (utility installation notice) Permit
- prior to any construction of utilities within any Travis County right-of-way 5. This project is located on Flood Insurance Rate Map 48453C0395H
- 6. Soil data sources: USDA Websoil Survey
- 17. All trees within the right-of-way and drainage easements shall be saved or removed in accordance with the 230 approved construction plans.

  18. A Preconstruction Conference is required with TNR prior to start of any construction in Travis County
- 18. A Preconstruction Conference is required with 1 rer price to start or any construction.

  19. The utility contractor shall give TNR at least 48 hours notice prior to construction.

  20. Contractor shall keep the TNR Patening and Engineering Services Division (473-9353) current on the status of each stage of construction scalely.

  21. TNR approval of the construction is required on all work completed prior to acceptance and

- commencement of one-year performance period

  22 The location of a concrete washout will be determined once construction has begun and will be properly notated on the site map at that time
- 23. Place filter febric on the upstream face of all rock berns downstream of disturbed areas to increase sedimentation effect.

### GENERAL CONSTRUCTION NOTES

All construction shall be in accordance with the Travis County Standard Specifications.

### 2 Benchmarks for the project are as follows:

- No. 730-01, 80d neil 455' southeast of the southwest corner of Let 1, Block D and 114 feet west of the west R.O.W. line of Rollins Drive, elevation = 1117 92'.
- No. 730-02, 1/2" iron rod with plastic cap marked "J. E. Gerön RPLS 4300", 150 feet south of the north corner of Lot 78, Black A, elevation = 1242 57".
- Berricades, bullt to Travis County Standard Specifications, shall be constru-all dead-end streets and as necessary during construction to maintain job safe
- 4. If blasting is plenned by the contractor, a blasting permit must be secured prior to commencement of any blasting.
- 5. The location of any water and/or westewater lines shown on the plans must be verified by the Lower Colorado River Authority

- 7. Any fittings, valves, or other appurenances necessary for lesting of utility lines shall be provided by the contractor at no additional cost to the owner.
- Alignment of utility and storm sewer lines shown on plans shall be schieved by deflection in pipe and pipe joints not to exceed manufacturer's recommended maxe deflection, except where specific bends and/or fittings are called for on plans.
- 9. The location and type of utilities and underground facilities shown on these plans are not guaranteed to be accurate or all inclusive. The contractor shall verify all depths and locations of security utilities per to be any operations. In this contractor's responsibility to location and protect all extention upon any operations. In this contractor's responsibility to location and protect all extention upon the care contractors when excertations used to be accordant to the plans.
- 10. It shall be the responsibility of the contractor to repair, at his expense, all utilities, pavement, curb, fences, and any other forms damaged during construction regardless whether these forms are shown on the plans.
- 11 Whenever existing utilities, indicated or not on plans, present obstructions to grade or alignment of proposed piop, contractor is to immediately notly engineer who will determine it asketing improvements are to be relocated or if the grade and alignment of proposed pipe is to be shanged.
- 2. Disposal of spoll material will be the responsibility of the contractor. Spoil shall be emporary disposal area and permanenced in a permanenced to a perm
- 13. Chearup upon completion and before making application for acceptance of the work, the centractor shall clean all streets and all ground occupied by him in connection with the work of all nubbles, course materials, excess extended materials, temporary structures, and equipment. All parts of the work shall be left in a neal stop presertable condition statistatory to the owner and governmental bodies having practication prior to submittal of the final peryneut. Print cleanop partner is considered as incidental to use finals can be different to the different contribution of the final descriptions of the bed.
- 15. The contractor shall confine his work to within the limits of construction which are generally defined by the limits of right-of-way and/or easiements, except for the detour routs. The firsts of construction for the detour rout is indicated on the plant. No externing a shortest for the statutions of all throate or most of the plant also except the plant and or the statutions of all throate or most bring a shortest or detailed of the right-of-way unless authorized by the owner or the detail granted representations.
- All concrete shall be class "A" with a minimum 28 day compressive strength of 3 000 P.S I., unless otherwise noted.

REVIEWED BY

DATE

17, All reinforced steel shall be ASTM A615m, grade 60, unless otherwise noted.

### EXHIBIT 82 3018 TRAVIS COUNTY STANDARD CONSTRUCTION NOTES FOR SITE DEVELOPMENT

- 1. Each driveway must be constructed in accordance with Travis County Code Section 82 302(g),
- 1. Each drivewey must be constructed in accordance with Travis County Code Section 82 302(g), and seach drivings structure or system must be constructed in accordance with the Cly of Austin Dinnetings Climan Marvale, unless other design richer is an accordance for the County (or Austin Dinneting Climan Marvale, unless other design richer is an accordance). The County development permit and post the development permit. Bet TCEQ Size Molloc, and any other required permits of the job set.

  I. Construction may not take place within Travis County right of-way until after the owner has submitted as Table Control plan to Travis County and obtained written approval of the traffic control plan from Travis County.

- The contractor and primary operator shall follow the sequence of construction and the SMPS in the contractor and primary operator shall mouse it may be county inspection at specific melessions in the sequence of the construction of the size development corresponding to the priority impaction is social of in Construction of the size development corresponding to the priority impaction is social of in Construction of the size construction in these somewhere the Construction of the primary in the sequence of the size of

- and utility construction. The contractor is feel notify Travis County and request printry inspections brough the imperations or quantizer potal for Travis County in accordance with the specific misstones in the Construction Sequencing notes in these approved plans.

  6. Centeur data source <u>Capital Survivo</u>, <u>Clin. CD-20-2018</u>

  9. Ell material must be managed and disposed of in accordance with all requirements specified in the sportoved plans.

  50/PC), and be 17 rane County Code. The contractor shall stockable fill and construction materials only in the areas (100-pers food plain, witehosy) solfbeck. Critical Environmental Feature solfbeck, or calcide the travitor of commontor. Disposad of select devises materials, as certified by State time et q. [steer inst. decomposable wisters, etc.) a prohibited in permanent fill state. Defetro dispogrant gray excess is miserated of-steer, we contractor or primary operator must provide the County trappoint observations that disposed counting the primary posterior must provide the County trappoint observations by a demonstrate that all register permits for the proposed disposal all developments primarile. Aprox below all statement from the calcing SVPO, I are all transferring or placement of excess till be in the construction also is revised from the calcing SVPO, and ESC Plan of handling or placement of excess it is not in the construction than an extension for the property owner of the fill. 11. The design engines is responsible for the adequaty of the construction plane. In reviewing the construction plane, Traves County for the yourn the adequaty of the construction plane. In reviewing the construction plane, Traves County for the yourn the adequaty of the own of the design engineer.

- 11. The design engineer in responsible for the adequate of the construction plans. In reviewing the construction plans, Trave Country site by upon the adequate of the own of the design engineer. It is not event of any conflicts between the content in the SWP3 Site Notebook and the content in the construction plans approved by Travis Country he construction plans approved by Travis Country he construction plans and state for proceedings.

  13. A minimum of two survey benchmarks shall be set, including description, location, and elevation.

  14. Any existent porvement, curte, sidewells, or drawings traucarses within Country right-ch-way which are damaged, removed, or alled, with be respected by the contractor is owner or contractor's superess before approved and acceptance of the construction by Travis Country

  15. Call the Texas Extravision Seley System at 81-1 is least 2 business days before beginning accevation activities.

  16. All torms server poes shall be Class III RCP, unless otherwise noted.

- 15. All storm server pione shall be Class III RCP, unless otherwise noted.

  To Constancine in empired a bothin a stall prestabilities present in accordance with Travid County Code Section 82 001(a)(3) before any construction of utilities within any Travid County right-of-way.

  16. The represent to board on Flood Insurance Rote Mark 4453C003094.

  17. Temporary stallification must be performed an all distanced areas that have ceased construction activities for 14 days or forger in accordance with the surfacid described in the SWP3 and ESCP than Street Notes.

  29 Permanent des submittation\*—registation must be performed immediately in all alter areas which are at fine plan grade and in all feat areas societied in the approved plans for phased ne-vegetation, in accordance with the sandered secretive in the SWP3 and ESCP files SWP4 required.
- accordance with the standards described in the SWP3 and ESC Plan Sheet Notes.

  21 All these within the right of-wey and drainage essements shall be laived or removed in accordance with the approved construction plane. Travis Courty tree preservation standards in Travis Courty Code Section 25 273, including installation and maintenance of all specified tree protection measures, must

- Trend County

  2. See impropriete must be constructed in conformance with the engineer's construction plans approved by Trable
  Casany, Nen-conformance with the approved plans will colely final impaction approved by the Caunty until plan
  conformance an exhemed or any required plans reviewed are a spoproved.

  24. Final Site Stabilization: A series disturced by the construction must be permanently everyeteled and all improprint
  performance from the control of the construction must be premanent for control of the co
- 5. Notes Sheet may be executed with Travis County for conditional acceptance of a project for which has ESC Fiscal Security posted and for which all ferms are complete

### FX14RIT 62 950

Pre-Construction Conference Planning and Agenda for SWP3 and ESC Plan

- Before starting construction, the owner or Befor hypmaentables must submit a request, using the mypermitness or outsimes optic for Franci County, to participate is a pre-construction conference with the designated County and placed the ESC controls are installed.

  If a placed the ESC controls are installed and installed inscarcing the impact the controls and investigated in conformation with the approved placety, the owner in the control of the estimated in conformation with the properties of the estimated in conformation with the properties of the estimated in conformation with the estimated in the estimated in the estimated in conformation of the estimated in the estimated
- Designated County Inspector(s)

  Design engineer for the approved plans and SWP3, or their representative
- a ususy, migrater for this approved plans and SVP3, or their representative 3 Contractively (Privately Operators).

  3 Centractively (Privately) Centractive 1

  4. Primary Operator's qualified intepactor responsable for preparing the SVP2 Inspection Reports

  4. Primary Operator's qualified intepactor responsable for properties as SVP2 Inspection Reports

  5. Primary Operator's qualified and operator of the SVP2 pre-construction conference, but must include as non-side respective standardom meeting or a part of a farger pre-construction conference, but must include as non-side respective standardom meeting or a part of a farger pre-construction conference, but must include as non-side respective standardom meeting or a part of a farger pre-construction conference, but must include a non-side respective standardom meeting or a part of a farger pre-construction conference put must report to the properties of the standardom meeting or a part of a farger pre-construction conference must be propertied as the properties of the prope
- Colony systems.

  Periodical State Notebook for the project, including review of completeness, algorithmes, consistency with the experienced instruction and ESC plans, and the requirements for maintaining the SWP3 Site Notebook during the
- approved constitution and ESC plants, and the inquirements for maintaining the 2014 3 bits increased country the constitution professional country that constitution professional country that constitution and ESC Plant inquirementations, administration constitution scope prior to full step grading, non-electrical invasions source controls, start dates and schedule of experience constitutions and controls; phasing of particular districts administration controls; phasing of particular districts administration controls; phasing of particular districts and controls; phasing of particular districts and controls; phasing of particular districts and substantial districts. A Adequacy of the first ESC phase are future ESC phasine to addiness specific sits conditions, and adjustment and revision of the ESC Plant and SVP/2 controls during construction.

  5. Temporary and permanent stabilization and m-vegetation regardinements, including schedule; official sits improvements and printry in-vegetation resea.

  6. On and off-site temporary and permanent spoil and £8 disposal areas, hauf made, staging areas, and stabilized construction or references.
- 7. Permanent water quality controls construction and County inspections, and related grading and drawage
- construction.

  Supervision of the SNP3 implementation by the primary operator's designated project manager including roles, responsebilities, and coordination when men than one operator is responsebilities, and coordination when men than one operator is responsebilities, and coordination when men than one operator is responsebilities, and coordination when the project of the primary operator is qualified inspector, report a demandal by the primary operator and SNP3 mentioning inspections conducted by the Country Inspector (Operation and Commentation of existing sets conditions adjusted to the Policy of the Country Inspector (Operation and Commentation of existing sets conditions adjusted to the Policy operator unstable of the Policy operator operator is a construction of the provision sets of the Policy of the Policy operator operator is a projection of waterways, critical environmental features. These to be several and fund montholistics on subdivision less.
- 15 Special sat conditions and pair provisions, such as prosection on viscensings, considerative resources, viscous convictions and such control sections are substituted in the section of the section and reporting of the section of
- Exchange of helephone numbers and contact information for the primary participants. The design engineer shall prepare and distribute notes, key decisions, and follow up from the preconstruction conference to all participants within three businessed days after completion of the conference.

### TRAVIS COUNTY EMERGENCY SERVICE DISTRICT NO. 6 SUBDIVISION PLAN NOTES

- An all-weather driving surface must be installed in locations shown on the See Plan to be fire lanes, prior to any building construction beyond the
- Vertical clearance required for fire appearatus is 13 feet, 6 inches for full 25'
- width of access drives and routes for internal circulation. The maximum allowable driveway, drive assle or fire lane grade is 15%.
- A certified or witnessed pressure test is required for all water models required hydrant flow tests or sprinkler system designs.
- An approved water supply for fire protection, either temporary or rmanent, shall be made available as soon as combustible material
- permanent, shall be made evaluable as soon as combustible material armes on the six half and an and one half inch steamer opening at less 118 inches above firsthand gride. The four and one half inch steamer opening must face the six the fixed of one-half inch steamer opening must face the street with a three to six host software opening must face the street with a three to six host software opening must face the street with a three to six host software opening must be software of the street. No externation within a three-loot midical of sixty hydranet, and the lover and one-half streets opening must be stackly violationated from the street.
- one half steamer opening must be totally unobstructed from the street. Hydrant locations shall be identified by the installation of blue reflective
- markers, per Fire Department specifications.

  Hydrants shell be painted silver the bonnet end caps shall be painted the designated color per the gallons per minute (GPM) as follows:

Class AA	Light Blue	1500 or higher GPM
Class A	Green	1000 - 1499 GPM
Class B	Orange	500 - 999 GPM
Class C	Re d	Less than 500 GPM
Class D	Black	Out of Service

- If a concrete wishout is to be utilized during construction odd a note on the plan sherts that states that the lection will be determined once construction has begin and will be properly noted on the Construction has begin and will be properly noted on the Construction of the Cons

- down stope, being gost side on the down gradient side.

  All ECC used on times the registary monotives and maintained as needed.

  Must and or dist tracked into the resolvery must be immediately removed upon discovery.

  Exests materials that will be transpected to an infaller section must have what location seleaved by Clemeny between.

  Convery between.

  Media temporary statements and discovery device.

  Between the discovery statement is also discovery to anote.

  Institute removers stabilization where construction cases in as disturbed area for 14 days,

  Institute permanent stabilization immediately once work has cassed and final grade has been exhaved.
- ctor may request additional controls be installed onsite as needed

- From Merch 2 to September 14, seeding shall be with hulted Bermude at a rate of 45 pounds proceed the purity of 95% and a merimum pure five seed (PLS) of 0 63 Bermude press is a went season grees and is considered permanent evoluni control. Permanent verylative stabilization also be accomplained with a native plant seed mis conforming to ham 645 or 6063.
- Hydromylch shall comply with Table 2, below

Billy stor Tabl	Description	Limpovity	Typical Applications	Application Rates
Sended Féor Motors (SFM)	80% Organic deforated fibers	Little		
10% Techler	8 mentre	On singers up to 2:1 and ordinare self conditions	2,500 to 4,000 the per sers (see menufacturers recessiventialisms)	
Floor Rootlercod Magus (FRM)	62% Organic deficated flors 25% Rendering Flore or lose 10% Techdor	Up to 12 menths	On obsers up to 1.1 and oresive self penditure	3,000 to 4 500 be po core (see manufacturers recommendations)

- 1 Call TNR Construction Inspection, 473-9383, at least 48 hours prior to beginning any work. Call the One Call the One Call Center at 472-2822 and the Texas Underground Facility Notification Corporation for utility locations and obtain permit for any work within the right-of-way.
- Install temporary erosion controls and tree protection fencing prior to any cleaning and grubbing. Notify TNR when installed.
- 3 Deliver approad rough cut sheets to TNR Planning and Engineering Services prior to clearing and grubbing
- 4. Rough grade streets. No development of embenkment will be permitted at this time
- 5. Install all utilities to be located under the proposed pavement.
- 6. Deliver storm sewer cut sheets to TNR Plenning and Engineering Services Division of TNR. 7 Begin installation of starm sever lines. Upon completion, revegetate as much disturbed area as possible, particularly channels and large open areas. Review and adjust temporary erosion control locations as necessary.
- 8. Deliver final grade cut sheets to TNR Planning and Engineering Services Division of TNR
- 9 Regrade streets to subgrade.
- 10. Insure that all underground utility crossings are completed on all streets.
- 11. Install curb and outler.
- 13. Lay asphalt.
- 14 Lay first course base material
- 15. Install all traffic control signing, striping, and pavement markers.
- 16. Complete all underground installations within the right-of-way
- 17. Complete final grading and restoration of detention ponds
- Complete permanent erasion controls and accumulated sedment after approval of TNR inspection Divisions
- 19 Remove and dispose of temporary erosion controls and accumulated sediment after approval of TNR Inspection Division.
- 20. Complete any necessary final dress-up of areas disturbed by Item 15.

### TREE AND NATURAL AREA PROTECTION

- All trees and natural areas shown on plan to be preserved shall be protected during construction with temporary fencing.
   Protective fences shall be eracted according to City of Austin Standards for Tree Protection.
- Protective fences shall be installed prior to the start of any site preparation work (dearing, grubbing or grading), and shall be maintained throughout all phases of the construction project.
- Erosion and sedimentation control barriers shall be installed or maintained in a manner which does not result in soil build-up within tree drip lines. Protective fences shall surround the trees or group of trees, and will be located at the outermost limit of branches (drip line). For natural areas, protective fences shall follow the Limit of Construction fire, in order to prevent the following.
- A Soil competition in the root zone area resulting from vehicular traffic or slorage of equipment or materials
- B Root zone distribunces due to grade changes (greeter than 6 inches cut or filt), or transfering not reviewed and sufficiented by the Cdy Aborst, C. Wounds to supposed mode, stund, or first by mechanical equipment.

  D Other activities detrimental to trees such as chemical storage, cement bruck cleaning, and fires.
- trees. Exceptions to installing fences at tree drip lines may be permitted in the following cases:

  A. Whare there is to be an approved grade change, impermeable priving surface, tree well, or othe such site development, erect the fence approximately 2 to 4 feet beyond the area disturbed. 6. Where permeable paving is to be installed within a trae's drip line, erect the fence at the outer limits of the permeable paving area (prior to site grading so that this area is graded separately prior to peving installation to minimized orot damage).
- C. Where trees are close to proposed buildings, eract the fence to allow 6 to 10 feet of work space between the fence and the building.
- some version ret into and the building.

  D. Where there are serves appear constraints due to fract size, or other special requirements, contact the CDy Arborist at \$74-1876 to discuss alternatives.

  Special folior For the protection of natural areas, no exceptions to installing fences at the Limit of Construction that will be permitted.
- Where any of the above exceptions result in a fence being closer than 4 feet to a tree trunk, protect the trunk with strapped-on planking to a height of 8 ft (or to the limits of lower branching) in addition to the reduced fencing provided.
- 8. Trees approved for removal shall be removed in a manner which does not impact trees to be
- preserved

  9 Any roots exposed by construction solvity shall be pruned fauth with the soil. Beddilf root units with poof quality by soil as soon as possible if exposed root areas are not beddilfated within 2 days, some them with organic material in a manner which reduces soil temperature and minimizes water loss due to eveporation.

  10 Any tenching required for the installation of fandacape impation shall be placed as far from sixting the surfus as possible.
- 11 No landscape topsoil dressing greeter than 4 inches shall be permitted within the drip line of trees. No soil is permitted on the root flare of any tree.
- 12 Prinning to province clearance for structures, vent-clear ratific and equipment shall take place before damage occurs (ripping of branchine, stc.).

  13.4 firehalth prinning shall be done according to recognized, approved standards of the incustry (Reference the National Actorist Association Pruning Standards for Shade Trees available on request from the CRP Actorist).

Deviations from the above notes may be considered ordinance violations if there is substantial non-compliance or if a tree sustains damage as a result.



BELVEDERE M.U.D.

**AMENITY CENTER IMPROVEMENTS** 

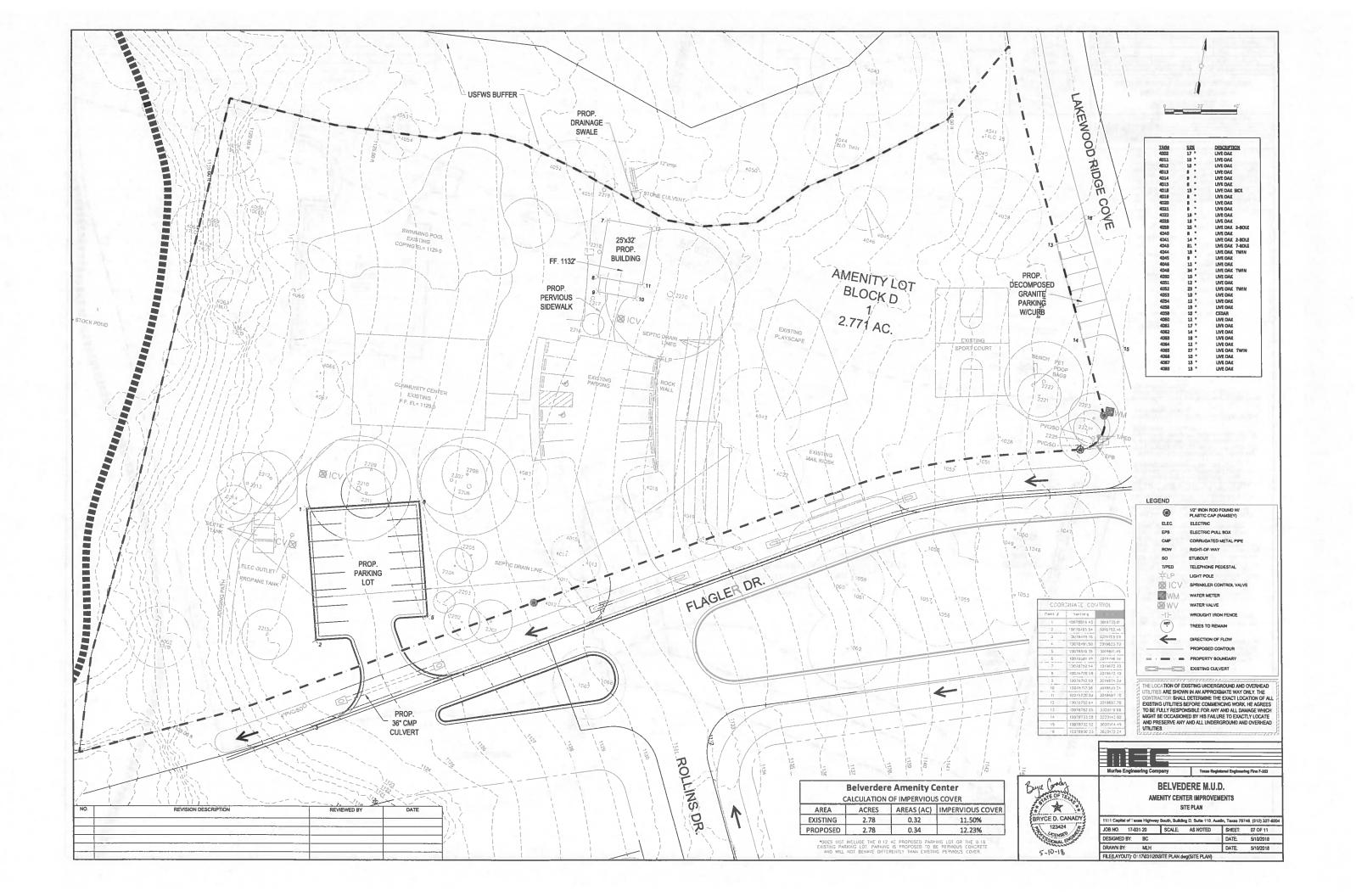
GENERAL NOTES 101 Capital of Texas Highway South, Building D., Suite 110, Austin, Texas 78746, (512) 327-9204 JOB NO. 17-031-20 SCALE: AS NOTED SHEET: 06 OF 11 DATE: 5/9/2018

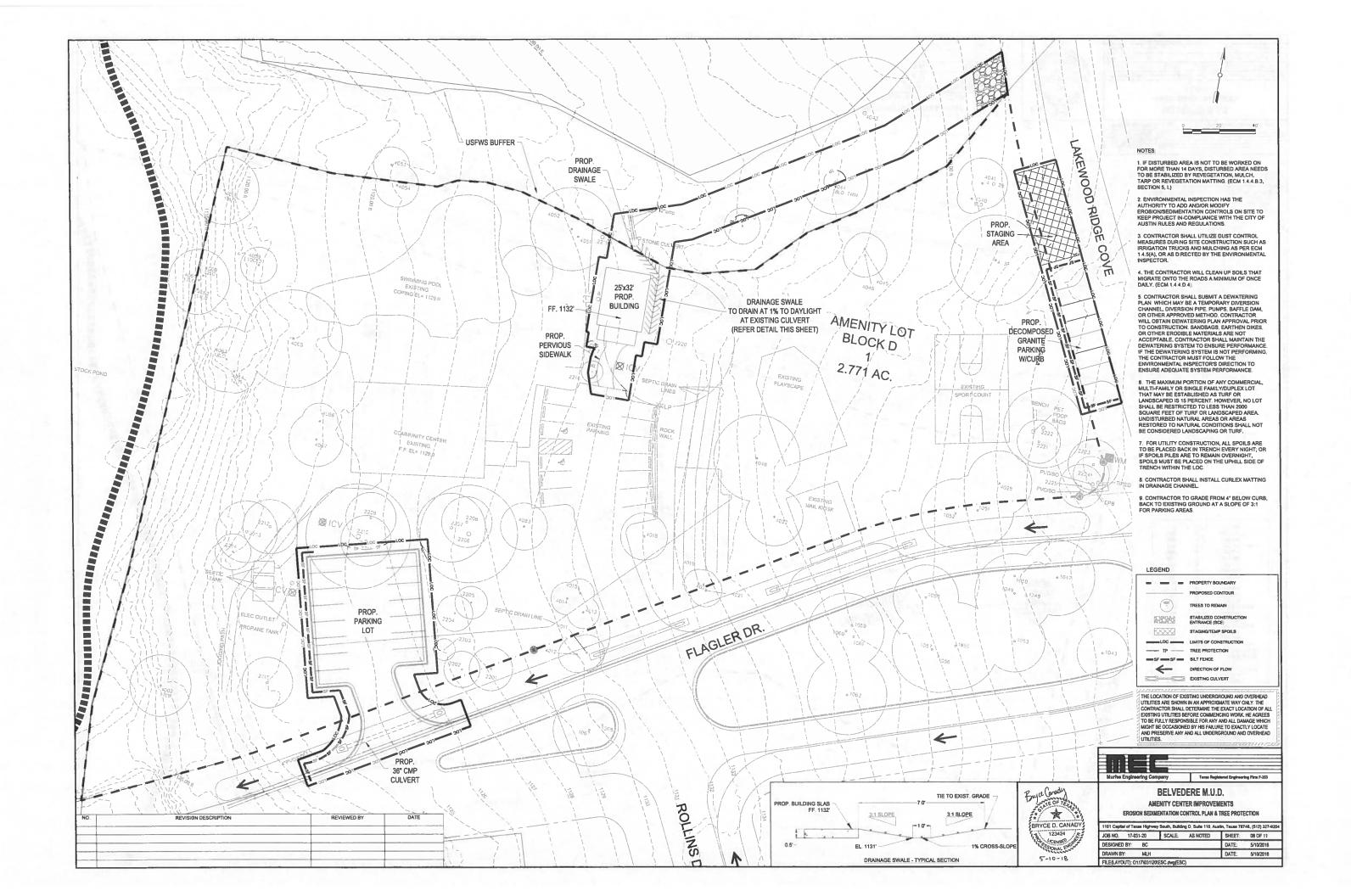
DATE: 5/9/2018

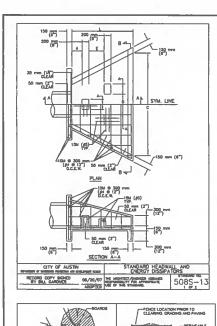
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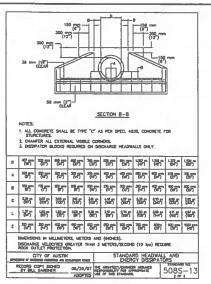
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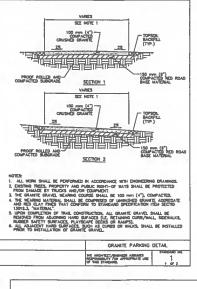
BRYCE D. CANADY

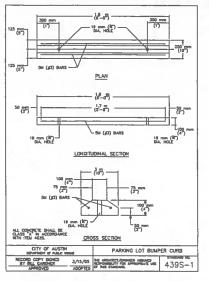


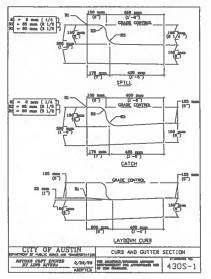


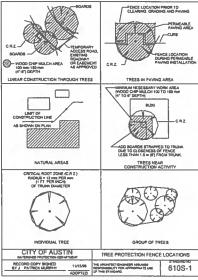


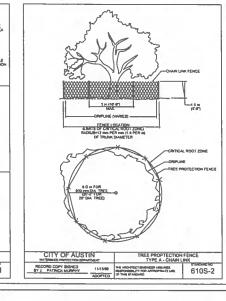


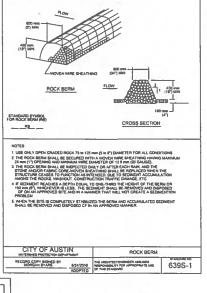


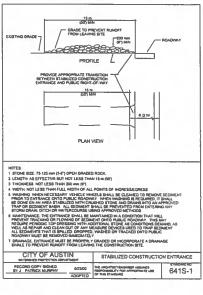


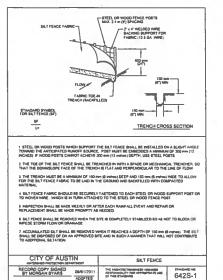


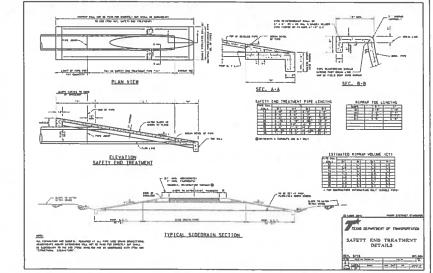


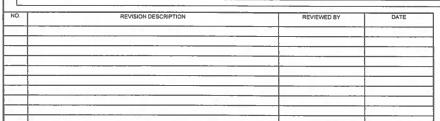


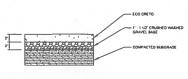




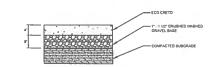












PERVIOUS PAVEMENT TYPICAL SECTION
NOT TO SCALE



Murfee Engineering Company	Texas Registered Engineering First F-353

BELVEDERE M.U.D.

AMENITY CENTER IMPROVEMENTS
DETAIL SHEET

1101 Capital c	f Texas Highway	South, Buildir	ng D. Suite 110, Au	stin, Texas 787	46, (512) 327-9294
JOB NO.	17-031-20	SCALE.	AS NOTED	SHEET	09 OF 11
DESIGNED B	Y: BC			DATE:	5/9/2018
DRAWN BY	MLH			DATE:	5/9/2018
FILE(LAYOUT	): O.\17\031\20\1	TILE-NOTES	-DETAILS.dwg(DE	TAIL SHEET)	

# **EXHIBIT E**



#### Murfee Engineering Company

April 25th, 2018

VIA CERTIFIED MAIL

Districts Review Team (MC-152)
Utilities and Districts Section
Water Supply Division
Texas Commission on Environmental Quality
12100 Park 35 Circle
Building F – 3<sup>rd</sup> Floor
Austin, Texas 78753

RE: Belvedere MUD; Request for Approval of the Use of Surplus Funds; \$92,247

CN602863920; RN104670229

Dear Districts Review Team:

Delivered herewith are a request letter and associated documents supporting the District's request for approval of the use of \$92,247 of surplus funds for maintaining existing District-owned drainage facilities. The Belvedere MUD Board is a resident Board and all developer projects have been completed. There are no additional developer projects proposed in the future. The Board's Resolution Authorizing the Application and a filing fee in the amount of \$100 are also enclosed.

The District appreciates your review of this surplus funds approval request. If you have any questions or need additional information, please contact me at your convenience at the number listed below or via e-mail at bcanady@murfee.com.

Sincerely,

Bryce Canady, P.E. District Engineer

Attachments: Request Letter

Board Resolution Requesting Approval for the Use of Surplus Funds

Bookeeper's Statement on Surplus Funds Availability Supporting Documentation from District's Auditor

\$100 Filing Fee

cc: Peter Golde - Belvedere MUD

Stefanie Albright – Lloyd Gosselink

Garry Kimball – Specialized Public Finance Inc.

MEC File No. 17031.40

Belvedere MUD is requesting TCEQ approval for the use of \$92,247 of surplus funds for the purpose of maintaining District drainage facilities. A Board resolution requesting approval for the use of surplus funds is attached. Documentation provided by the District's Auditor, West Davis and Co. show that the surplus funds have been generated from differences in the projected and final interest rates for the previous TCEQ- approved bond applications as listed below:

	Total:	\$92,247.00	
Interest Accrued on Surplus Funds as of 3/26/18:		\$370.08	
Series 2016 Bond Surplus Amount:		\$17,157.14	
Series 2010 & 2011 Bonds Surplus Amount:		\$74,719.78	

A breakdown of the specific projects which have generated surplus funds by bond application are as follows:

#### Bond Application No. 1 (Series 2010 - \$2,350,000):

Projects:

Phase I Water & Drainage Facilities

Projected Interest Rate: 7.5% Final Interest Rate: 5.569131% Original Surplus Amount: \$78,021

#### Bond Application No. 2 (Series 2011 - \$1,920,000):

Projects:

Phase II Water & Drainage Facilities
Phase IIA Water & Drainage Facilities

Phase III Water & Drainage Facilities

Projected Interest Rate: 6.5% Final Interest Rate: 4.99835% Original Surplus Amount: \$32,083

#### Bond Application No. 3 (Series 2016 - \$1,000,000):

Projects:

Phase VI Water & Drainage Facilities

Phase VII-B Water & Drainage Facilities

Impact Fees

Projected Interest Rate: 5%
Final Interest Rate: 3.040425%
Original Surplus Amount: \$20,918

Please note that the projects listed above are 100% complete and the Developer has been fully reimbursed for the construction of drainage, water, erosion controls as shown in Bond Applications 1, 2, and 3. Attached is a statement from the District's bookkeeper (Montoya & Montzingo) on the availability of surplus funds for the District.

### 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

May 1, 2018

To Whom It May Concern

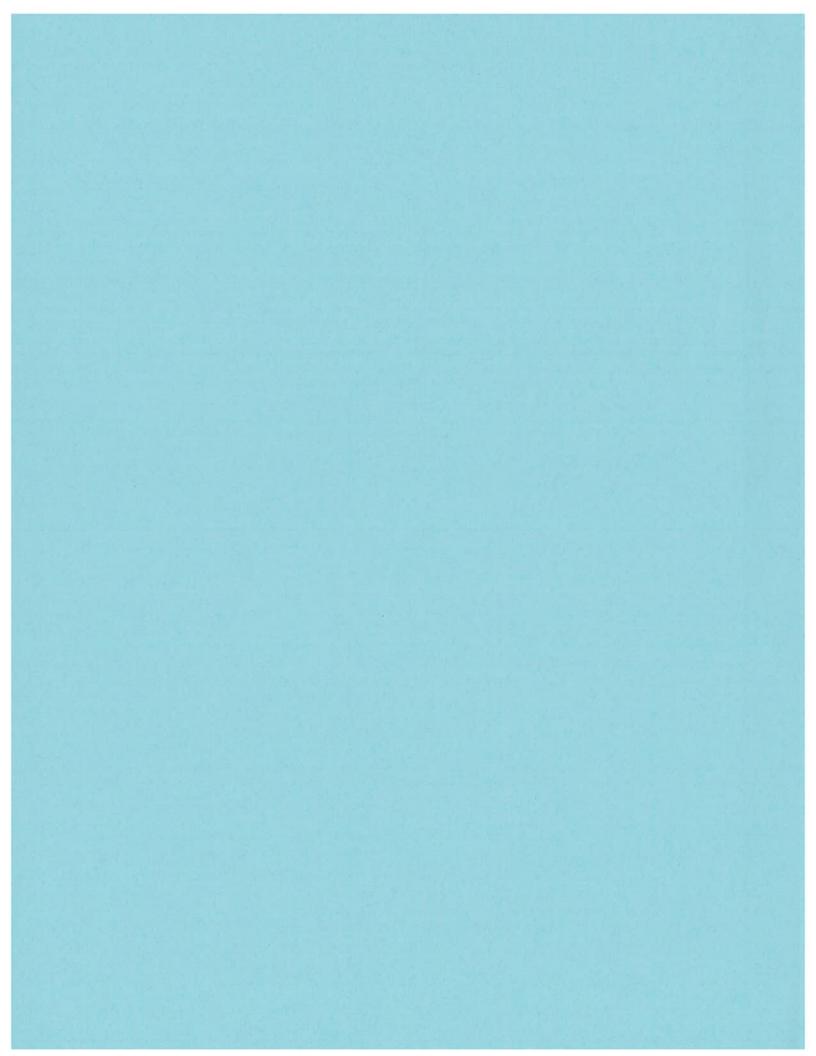
Re: Belvedere Municipal Utility District

Belvedere Municipal Utility District has \$92,247 available in its capital projects fund which is surplus from its Series 2010, Series 2011 and Series 2016 bond issues. This surplus amount is due to costs of the bond issues being less than expected. These funds are not committed to other projects and are considered surplus.

Sincerely,

Jeff Monzingo

Bookkeeper for the District



# BELVEDERE MUNICIPAL UTILITY DISTRICT RESOLUTION REQUESTING APPROVAL AND AUTHORIZING APPLICATION TO THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY FOR THE USE OF SURPLUS BOND FUNDS

WHEREAS, Belvedere Municipal Utility District (the "District") has been duly and lawfully created by an Order of the Texas Commission on Environmental Quality, and operates pursuant to the terms and provisions of Article XVI, Section 59 of the Texas Constitution, and Chapters 49 and 54 of the Texas Water Code; and

WHEREAS, the Texas Commission on Environmental Quality ("Commission") approved the Series 2010, Series 2011, and Series 2016 unlimited tax and revenue bonds (the "Bonds") by the District for the purpose or purposes of purchasing, constructing, or otherwise acquiring, a waterworks system and a drainage and storm water system for said District, and additions, extensions and improvements thereto, and purchasing or otherwise acquiring any and all property, contract rights, rights of use, and interests in property necessary, appropriate or incident to the purchase, construction, or other acquisition of such waterworks system, and drainage and storm sewer system, and additions, extensions and improvements thereto, and for the additional purpose of paying all expenses in any manner incidental thereto and such expenses as are incidental to the creation, organization, administration and financing of the District; and

WHEREAS, the Board of Directors of the District desires to request authority from the Commission to use surplus funds derived from the sale of the Bonds in the approximate amount of \$92,247.00, including interest currently held within the District's Capital Projects Account ("Capital Projects Account") for future drainage improvements throughout the District; and

WHEREAS, the Board of Directors of the District finds that the District has surplus funds available and that these surplus funds should be used for future drainage improvements throughout the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF BELVEDERE MUNICIPAL UTILITY DISTRICT AS FOLLOWS:

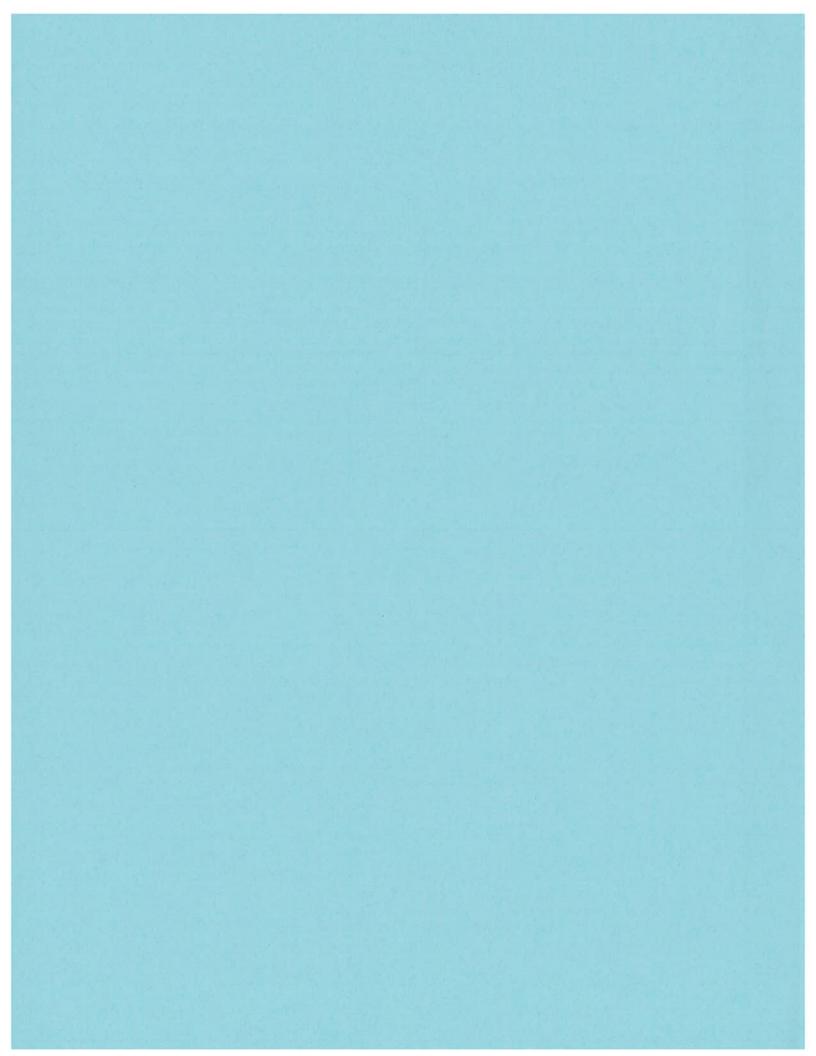
- Section 1. The recitals stated above are true and correct.
- <u>Section 2.</u> The Board of Directors of the District requests the Commission's approval of the use of surplus funds derived from the sale of the Bonds currently held in the District's Capital Projects Account, be applied toward future drainage improvements throughout the District.
- <u>Section 3</u>. The President and the Secretary of the Board of Directors of the District, and the District's consultants, are hereby authorized and directed to do any and all things necessary and proper in connection with this application to the Commission.
- <u>Section 4.</u> A certified copy of this Resolution shall constitute an application on behalf of the District for the approvals set forth above.

5431799.1

#### PASSED AND APPROVED the 15th day of May, 2018.

ATTEST:	Peter Golde, President Board of Directors	
Ronald Ubertini, Secretary Board of Directors		
(SEAL)		

5431799.1



BELVEDERE MUNICIPAL UTILITY DISTRICT

REPORT ON APPLYING AGREED-UPON PROCEDURES
TO CONSTRUCTION, ENGINEERING AND
RELATED COSTS REIMBURSABLE TO THE DEVELOPER

FEBRUARY 16, 2010



INDEPENDENT ACCOUNTANT'S REPORT ON APPLYING AGREED UPON PROCEDURES

Board of Directors
BELVEDERE MUNICIPAL UTILITY DISTRICT

We have performed the procedures enumerated below, which were agreed to by Belvedere Municipal Utility District ("District") on the invoices and schedules submitted by Hamilton Bee Cave, LP ("Developer") for payment from the District's Series 2010 bond proceeds. These procedures were performed solely to assist you in evaluating the reasonableness of those costs. Pursuant to 30 TAC Chapter 293.70 of the Texas Commission on Environmental Quality ("Commission"), the Board of Directors of the District is responsible for engaging a certified public accountant or public accountant holding a permit from the Texas State Board of Public Accountancy to perform certain agreed-upon procedures applicable to all items and amounts for which reimbursement request has been received, and issue a report before a developer is reimbursed for expenditures incurred on the District's behalf.

This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures is solely the responsibility of the Board of Directors of the District. Consequently, we make no representation regarding the sufficiency of the procedures either for the purpose of which this report has been requested or for any other purpose. The procedures we performed are summarized below:

- 1. We reviewed the Commission's Technical Memorandum dated November 6, 2009, Order Approving an Engineering Project and the Issuance of \$2,350,000 in Unlimited Tax Bonds dated November 17, 2009, and rules of the Commission relative to the reimbursement request. Our review was for the purpose of identifying those items authorized for District participation and those items specifically prohibited from purchasing. In some cases our efforts required review of portions of the bond application relative to the bond issue.
- 2. We reviewed for completeness Developer schedules, supporting invoices and construction pay estimates in substantiation of the costs to be reimbursed. Our review included all documentation supporting items and amounts for which reimbursement was requested.
- 3. For all payments we compared dates to copies of checks.
- 4. We reviewed the formulas for computation of developer interest to be reimbursed to the Developer based upon the net effective interest rate of the District's Series 2010 bond issue and limited interest in accordance with the orders and rules of the Commission.

- 5. We provided a draft of our report to the Board of Directors, District's Attorney, Engineer, Financial Advisor, Bookkeeper and Developer prior to reimbursing the Developer.
- 6. We prepared for submittal to the Commission our report detailing the costs payable to the Developer and a schedule reflecting the results of the payment and projected additional costs to complete as compared with the amount approved by the Commission.

The attached Schedule A titled "Schedule of Amounts to be Paid to the Developer from Series 2010 Bond Proceeds", sets forth the Developer's reimbursable costs. This reimbursement is in accordance with the terms of the Agreement for the Construction of Utility Facilities and Reimbursement for Eligible Costs between the Developer and the District dated July 18, 2006.

We prepared the reimbursement schedule from schedules provided by the Developer and amended the schedule. We have revised the reimbursable amount to \$1,663,725, which includes interest in the amount of \$156,285, calculated at 5.569131%, the net effective interest rate of the District's Series 2010 bond issue. Interest on items reimbursable from the bond proceeds was limited to two years in accordance with the rules of the Commission.

The attached Schedule B is a comparison of the actual reimbursable costs with the estimated costs. Due to the net effective interest rate on the bonds (5.569131%) being less than estimated in the bond application (7.5%), the Developer's interest reimbursement was reduced by \$78,021.

We were not engaged to and did not conduct an audit, the objective of which would be the expression of an opinion of the aforementioned reimbursable costs. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

This report is intended solely for the information and use of the Board of Directors and is not intended to be and should not be used by anyone other than this specified party. However, this report is a matter of public record and its distribution is not limited. This report should not be associated with the presentation of any financial data of the District except to comply with filing requirements as specified by the Commission.

A Limited Liability Partnership

Switch Irost Cary

February 16, 2010

# BELVEDERE MUNICIPAL UTILITY DISTRICT SCHEDULE A-AMOUNTS TO BE PAID TO THE DEVELOPER FROM SERIES 2010 BOND PROCEEDS FEBRUARY 16, 2010

	Han	ilton	Bee Cave, LP		
Description	% Complete (Date Complete)	Re	eimburseable Cost		nterest at 569131%
J.C. Evans Construction Co. LP Belvedere Phase 1 - W&D Less Disallowed Costs Less LCRA Reimbursement	100% (10/2006)	\$	2,284,019 (941,912) (138,624) 1,203,483	s	134,047
LJA Engineering & Surveying, Inc. Engineering fees related to: Belvedere Phase 1 - W&D Less Disallowed Costs	100% (10/2006)		293,427 (114,437) 178,990		19,936
Terra Eco Services, LLC Inspection for storm water quality related to: Belvedere Phase 1 - W&D Less Disallowed Costs	100% (10/2006)	_	13,115 (5,115) 8,000		891
Terracon Construction material testing related to: Belvedere Phase 1 - W&D Less Disallowed Costs	100% (10/2006)		20,775 (8,102) 12,673		1,411
Lloyd Gosselink Rochelle & Townsend, P.C. Legal fees for creation			29,255		
Operating advances			75,040		-
Total Reimbursable Costs and Interest Due to Hamilton B	ee Cave, LP	\$	1,507,441	\$	156,285
Total to Be Paid from Series 2010 Bond Issue Proceeds				\$	1,663,726

DELIVEDERE MUNICIFAL UTILITY DISTRICT SCHEDULE B-SCHEDULE COMPARING ACTUAL REIMBURSABLE COSTS WITH ENGINEERING ESTIMATES FEBRUARY 16, 2010

<sup>1</sup> Amount approved by the Commission and adjusted in the Official Statement.

# Report on the Application of Certain Agreed Procedures

relating to

Belvedere Municipal Utility District

\$1,920,000 Series 2011 Bonds

#### WEST, DAVIS & COMPANY

A LIMITED LIABILITY PARTNERSHIP

Board of Directors
Belvedere Municipal Utility District
c/o Lloyd, Gosselink, Rochelle & Townsend, PC
816 Congress Av #1900
Austin, Texas 78701

At your request, we have performed the procedures described below with respect to the accompanying Comparison of Costs Schedule to the Interoffice Memorandum (Schedule B) as adopted by the Commission order approving the bond issue and the Recapitulation of Amounts to be Reimbursed to Developers (Schedule A). Our report was made for the purpose of providing you with information relating to the use of bond proceeds, and our report is not to be used for any other purpose. The procedures we performed are summarized as follows:

- 1. Information for the use of proceeds was obtained from the Texas Commission on Environmental Quality order approving the \$1,920,000 Bond Issue, which included the interoffice staff memorandum.
- 2. Information for the costs to be reimbursed to the developers was obtained from the review of reimbursable costs as of October 18, 2011. Information for the actual costs paid directly by the district was obtained from a review of the district records as of October 18, 2011.
- 3. Projected additional costs to be funded from this bond issue were obtained from invoices and discussions with various parties who are to be reimbursed from this bond issue.

Because the above procedures do not constitute an examination made in accordance with generally accepted auditing standards, we do not express an opinion on the accompanying schedules. In connection with the procedures referred to above, no matters came to our attention that caused us to believe that amounts included in the schedule should be adjusted. If we had performed additional procedures or if we had made an examination of the financial statements in accordance with generally accepted auditing standards, other matters might have come to our attention that would have been reported to you. This report relates only to the attached Developer Reimbursement Report and Comparison of Costs Schedule and does no extend to any financial statements of Belvedere Municipal Utility District taken as a whole.

West, Davis & Company

October 18, 2011

#### **SCHEDULE A**

#### Belvedere Municipal Utility District

## CALCULATION OF AMOUNTS TO BE PAID TO DEVELOPER FROM SERIES 2011 BOND ISSUE PROCEEDS

In Accordance with agreements with Belvedere Municipal Utility District Dated July 18, 2006

		Developer A - Har	nilton Bee Cave, LI	
	% Complete	Reimbursable		
Description	(Date Complete)	Cost		Interest
<b>DISTRICT FACILITIES</b>				
Joe Bland Construction, Inc.				
(Water & Drainage)	100%			
Phase 2	Mar-07	\$ 1,710,198		
Less Ineligible Items		(965,518)	744,680	
Interest Accrued at 4.99835%		-/		117,618
Joe Bland Construction, Inc.				
(Water & Drainage)	100%			
Phase 3	Mar-08	729,973		
Less Ineligible Items		(388,603)	341,370	
Interest Accrued at 4.99835%			- 1	62,529
LJA Engineering, Inc.	100%			
Terracon				
Terra Eco Services				
Engineering & Testing		397,624		
Less Ineligible Items		(221,249)	176,375	
Interest Accrued at 4.99835%				26,347
NON-CONSTRUCTION ITEMS				
District Share of Administration Costs	100%			
Various		75,040		
Less Amount Reimbursed With Previous Bor	nd Funds	(75,040)	-	
Interest Accrued at 4.99835%				4,685
District Share of Creation Costs	100%			
Various		29,255		
Less Amount Reimbursed With Previous Bor	nd Funds	(29,255)	-	
Interest Accrued at 4.99835%				1,826
TOTAL DUE DEVELOPER A			1,262,425	213,005
TOTAL TO BE PAID FROM SER	IES 2011 BONI	D ISSUE PROCEI	EDS	\$ 1,475,430

Note 1: Interest is based on an expected reimbursement date of October 18, 2011. In addition, the District was granted a waiver of the two limit on interest accrual, however interest has been reduced by \$97,371 due to limits imposed 30 TAC Section 293.50(b)(2).

Note 2: The District applied for and was granted by the Texas Commission on Environmental Quality an exception to the 70% Developer Reimbursement allowance. Therefore, these are reimbursement at 100% of the Developer's Cost.

Schedule B

Belvedere Municipal Utility District

# AS APPROVED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY COMPARISON OF ACTUAL COSTS WITH COST SUMMARY

Cost Item	Costs Reimbursed to Developers (1)	Costs Paid Directly by <u>District</u> (2)	Total Paid Costs (1)+(2) (3)	Projected Costs (4)	Total Paid and Projected (3)+(4) (5)	Interoffice Memorandum <u>Total</u> (6)	Variance Over or (Under) (5)-(G)	% Variance Over or (Under) (7)/(6)X100 (8)
Construction Costs District Items: Phase 2 Phase 3 Engineering TOTAL CONSTRUCTION COSTS	744,680 341,370 176,375 1,262,425	3 C L	744,680 341,370 176,375 1,262,425	1 1	744,680 341,370 176,375 1,262,425	744,680 341,370 176,375 1,262,425	F 1 1 7	%0 %0
Non-Construction Costs Legal Fees	34%	51,300	51,300	ì	51,300	51,300	τ	%0
Financial Advisor Fees	3	24,000	24,000	ř.	24,000	24,000		0%0
Capitalized Interest Developer Interest	213,005	191,937	191,937		213,005	249,000 189,345	23,660	12%
Bond Underwriter's Discount	1	57,600	57,600	1	22,600	57,600	1	%0
Creation Expenses	SI I	1 1	i 1	ř. – I	1 1	E I	C 2	%0
Sond Issuance Costs	п	25,194	25,194	18,236	43,430	43,430	○II○ 0	%0
Contingcy	E	1	1 1	32,083	32,083	1 1	32,083	n/a
Bond Application Report	. 1	37,500	37,500		37,500 1,920	57,500	1,920	0.70 n/a
25% TCEO Bond Issuance Fee		4,800	4,800	1	4,800	4,800	E.	%0
TOTAL NON-CONSTRUCTION COSTS	213,005	394,251	607,256	50,319	657,575	657,575	1	
TOTAL BOND ISSUE	\$ 1,475,430	\$ 394,251 \$	1,869,681	\$ 50,319	\$ 1,920,000	\$ 1,920,000 \$	1	

<sup>&</sup>lt;sup>1</sup> Projected Costs include a contingency for future costs

# Report on the Application of Certain Agreed Procedures

relating to

Belvedere Municipal Utility District

\$1,000,000 Series 2016 Bonds

#### WEST, DAVIS & COMPANY

A LIMITED LIABILITY PARTNERSHIP

Board of Directors
Belvedere Municipal Utility District
c/o Lloyd, Gosselink, Rochelle & Townsend, PC
816 Congress Av #1900
Austin, Texas 78701

We have performed the procedures described below, which were agreed to by you, with respect to the accompanying Recapitulation of Amounts to be Reimbursed to Developers (Schedule A) and the Comparison of Costs Schedule to the Interoffice Memorandum (Schedule B) as adopted by the Commission order approving the bond issue. Our report was made for the purpose of providing you with information relating to the use of proceeds of the \$1,000,000 Belvedere Municipal Utility District (District) Unlimited Tax Bonds, Series 2016. The District's management is responsible for the District's accounting records. This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures is solely the responsibility of the Board of Directors and the Texas Commission on Environmental Quality (TCEQ), the specified users of this report. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which our report has been requested or for any other purpose. The procedures we performed are summarized as follows:

- 1. Information for the use of proceeds was obtained from the TCEQ order dated November 6, 2015 approving the \$1,000,000 Bond Issue, which included the interoffice staff memorandum.
- 2. Information for the costs to be reimbursed to the developers was obtained from the inspection of reimbursable costs and related supporting documentation as of March 15, 2016.
- 3. Non-construction costs to be funded from this bond issue were obtained from invoices and discussions with various parties who are to be reimbursed from this bond issue.

Because the above procedures do not constitute an examination made in accordance with generally accepted auditing standards, we do not express an opinion on the accompanying schedules. If we had performed additional procedures, other matters might have come to our attention that would have been reported to you. This report relates only to the attached Schedules A and B and does not extend to any financial statements of the District taken as a whole. This report is intended solely for the use of the specified users listed above and is not intended to be and should not be used by anyone other than those specified parties.

Austin, Texas

West, Davis and Company

#### **SCHEDULE A**

#### Belvedere Municipal Utility District

## CALCULATION OF AMOUNTS TO BE PAID TO DEVELOPER FROM SERIES 2016 BOND ISSUE PROCEEDS

In Accordance with agreements with Belvedere Municipal Utility District Dated July 18, 2006

		Developer A - Han	nilton Bee Cave, I	.P
	% Complete	Reimbursable		- 1
Description	(Date Complete)	Cost		Interest <sup>1</sup>
DISTRICT FACILITIES				
oe Bland Construction, Inc.	1000			
Water & Drainage)	100%			
Phase VI	Jan-15	\$ 481,621		
Less Ineligible Items		(283,712)	197,909	
Interest Accrued at 3.040425%				20,110
CC Carlton Industries				
Water & Drainage)	100%			
Phase VII-B	Mar-08	638,011		
Less Ineligible Items		(364,611)	273,400	
Interest Accrued at 3.040425%				16,55
LJA Engineering, Inc.	100%			
Terracon				
Engineering, Testing & Inspections		350,331		
Less Ineligible Items		(199,310)	151,021	
Interest Accrued at 3.040425%				16,21
Lower Colorado River Authority	100%			
West Travis County Public Utility Authority				
Impact Fees		87,962		
Less Ineligible Items		_	87,962	
Interest Accrued at 3.040425%				-
West Travis County Public Utility Authority	100%			
Inspections		15,124		
Less Ineligible Items		-	15,124	
Interest Accrued at 3.040425%			·	-
TOTAL DUE DEVELOPER A			725,416	52,88
TOTAL TO BE PAID FROM SERIES	2016 ROND ISS	TIE PROCEEDS		\$ 778,29

- Note 1: Interest is based on an expected reimbursement date of March 15, 2016.
- Note 2: The Distric was granted a waiver of the two year limit on interest accrual.
- Note 3: The District applied for and was granted by the Texas Commission on Environmental Quality an exception to the 30% Developer Contribution Requirement. Therefore, these are reimbursed at 100% of the Developer's Cost.

Schedule B

Belvedere Municipal Utility District

# AS APPROVED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY COMPARISON OF ACTUAL COSTS WITH COST SUMMARY

Construction Costs	Costs Reimbursed to Developers (1)	Costs Paid Directly by  District (2)	Total Paid Costs (1)+(2) (3)	Projected Costs (4)	Total Paid and Projected (3)+(4) (5)	Interoffice Memorandum <u>Total</u> (6)	Variance Over or (Under) (5)-(6)	% Variance Over or (Under) (7)/(6)X100 (8)
District Items: Phase VI	197,909	ì	197,909	3	197,909	197,909	,	%0
Phase VII-B	273,400	ì	273,400	39.3	273,400	273,400	a 6	%0
Linguicelling Impact Fees	87,962		87,962		87,962	87,962	a	0%0
Inspections	15,124		15,124		15,124	15,124	t	%0
Less: Amount Funded Using Surplus Funds	1		1			(74,597)	74,597	-100%
TOTAL CONSTRUCTION COSTS	725,416	T .	725,416	L.	725,416	650,819	74,597	
Non-Construction Costs								
Legal Fees	E	30,000	30,000		30,000	30,000	1	%0
Financial Advisor Fees	•	12,500	12,500	1	12,500	12,500	1	
Capitalized Interest	1	61,408	61,408	č	61,408	100,000	(38,592)	-39%
Developer Interest	52,881		52,881	1	52,881	80,716	(27,835)	-34%
Bond Underwriter's Discount	1	19,549	19,549	ı	19,549	30,000	(10,451)	-35%
Creation Expenses	1	1	1	a	1	.1	1	%0
Operating Expenses	ı	1	1	ï	1	ŧ	TE.	
Bond Issuance Costs'	1	33,828	33,828	1	33,828	52,465	(18,637)	``ı'
Contingcy	ı	1	1	20,918	20,918		20,918	n/a
Bond Application Report	•	40,000	40,000	ı	40,000	40,000	ı	%0
Attorney General Fee10%	ı	1,000	1,000	Ē	1,000	1,000	ť	%0
TCEQ Bond Issuance Fee25%	t.	2,500	2,500	٠	2,500	2,500	•	%0
TOTAL NON-CONSTRUCTION COSTS	52,881	200,785	253,666	20,918	274,584	349,181	(74,597)	
TOTAL BOND ISSUE	\$ 778,297	\$ 200,785 \$	\$ 979,082	\$ 20,918	\$ 1,000,000	\$ 1,000,000	1 69	

<sup>&</sup>lt;sup>1</sup> Projected Costs include a contingency for future costs

# **EXHIBIT F**

## FACILITIES CONVEYANCE AGREEMENT BETWEEN BELVEDERE MUNICIPAL UTILITY DISTRICT AND HAMILTON BEE CAVE L.P.

This Facilities Conveyance Agreement (the "Agreement") is made and entered into as of the \_\_ day of May, 2018, by and between **Belvedere Municipal Utility District**, a water district operating pursuant to Chapters 49 and 54, Texas Water Code (herein the "District"), and **Hamilton Bee Cave LP.** (herein the "Seller").

#### **RECITALS**

- 1. The District provides recreation facilities and services within its boundaries.
- 2. Seller is has developed land within the District, and, in connection therewith, Seller has acquired or caused to be constructed certain recreational facilities.
- 3. Seller has recently conveyed the real property on which the Facilities (defined below) are located to the Belvedere Homeowners' Association pursuant to general warranty deeds filed recorded in the Official Property Records of Travis County, Texas.
- 4. Seller wishes to convey and District wishes to take title to such facilities so that the District can provide recreational facilities and services within its boundaries.

#### **AGREEMENT**

For and in consideration of the premises and of the mutual obligations, covenants, and benefits hereinafter set forth, District and Seller contract and agree as follows:

#### 1. Definitions.

- (a) Construction Contracts: Contracts pursuant to which the Facilities (defined below) were installed by the contractor.
- (b) Facilities:

- Recreational facilities constructed to serve Belvedere, a subdivision located in Travis County, Texas, and which are further identified on <u>Exhibit A</u>.
- 2. <u>Sale and Purchase</u>. Seller hereby sells, conveys, transfers, and delivers to District all of the Facilities free and clear of all liens, claims, encumbrances, options, charges, assessments, reservations, or restrictions. The Facilities being conveyed hereby are more completely described in the plans and specifications described in Section 5 herein, which are incorporated herein by reference.
- 3. <u>Assignment</u>. Seller hereby assigns all of its rights under the Construction Contracts to District and agrees to make provision for the transfer of any performance and payment bonds, and guarantees and warranties executed by the contractor and all other rights of Seller pursuant to the provisions of the Construction Contracts.
  - 4. Representations by Seller. Seller represents to District that:
- (a) <u>Title</u>. All the properties of Seller covered by this Agreement are hereby conveyed to District, free and clear of all liens, claims, encumbrances, options, charges, assessments, reservations, and restrictions.
- (b) <u>Rights-of-Way, Easements, etc.</u> Seller represents, warrants and guarantees that the Facilities are located in public utility easements or road rights-of-way as shown on recorded plats or are the subject of a separate easement conveyance to the District. Seller represents that said plats and/or conveyances provide easements and rights-of-way which are adequate and sufficient to permit District to operate the Facilities, and any easements and rights-of-way held by Seller in connection therewith are hereby transferred to District whether or not expressly described herein.
- (c) <u>Possession</u>. Seller is in possession of the Facilities and no objection to the location or use of the Facilities or adverse claims of title to the lands, easements, rights-of-way, licenses, permits, or leases on which the Facilities are situated is presently being asserted by any person or persons.

- (d) <u>Legal Proceedings</u>. There are no actions, suits, or proceedings pending or, to the knowledge of Seller, threatened or affecting the properties to be sold hereunder and there are no pending condemnation proceedings of which Seller is aware connected with the Facilities or other properties to be conveyed hereunder.
- (e) <u>Known Defects</u>. Seller represents and warrants that the Facilities, including any easements or rights-of-way or other properties to be conveyed hereunder are free of known defects, either legal or technical, that would prohibit District's use of the Facilities or other properties to be conveyed hereunder.
- (f) <u>Authorization</u>. This Agreement, the transactions contemplated herein, and the execution and delivery of this Agreement have been duly authorized by Seller.
- (g) <u>No Violation of Other Contracts</u>. This Agreement, and the warranties, representations, and covenants contained herein, and the consummation of the transactions contemplated herein will not violate or constitute a breach of any contract or other agreement to which Seller is a party.
- (h) <u>"Record" or "As-Built" Drawings and Engineer's Certificate.</u>

  Contemporaneously herewith Seller has provided District with a complete set of "record or asbuilt" drawings, together with a certificate by a registered professional engineer that the Facilities were constructed as indicated on the drawings.
- 5. <u>Plans and Specifications</u>. Seller warrants and represents that the Facilities are constructed in accordance with the plans and specifications previously approved by the District.
- 6. <u>Expenses</u>. Except as specifically set forth herein, each party shall pay its own expenses incident to carrying this Agreement into effect and consummating all transactions contemplated hereby. All ad valorem or property taxes applicable to the Facilities to the date of closing, including, without limitation, all taxes for 2017 and 2018, and any "rollback" taxes assessed due to a change in land usage, shall be the obligation of Seller.
- 7. <u>Further Assurances</u>. Seller agrees that from time to time and upon the request of District, Seller will execute and deliver such other instruments of conveyance and transfer and

take such other action as may be reasonably required to more effectively convey, transfer to, and vest in District and to put District in possession of all of the Facilities conveyed, transferred, and delivered hereunder, and, in the case of contracts and rights, if any, which cannot be transferred effectively without the consent of other parties, to obtain such consents and take such other action as may be reasonably necessary to assure to District the rights and benefits thereof.

- 8. <u>Representations Survive Conveyance</u>. The agreements and representations made by the parties to this Agreement shall survive the conveyance of the Facilities.
- 9. <u>Miscellaneous</u>. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas and can be changed or terminated only by an agreement in writing signed by the parties hereto. This Agreement embodies the entire understanding between the parties and there are no prior effective representations, warranties, or agreements between the parties.

WITNESS the execution of	of this Agreement in multiple counterparts, each of equal
dignity, as of the day of May,	2018.
	BELVEDERE MUNICIPAL UTILITY DISTRICT
	By: Peter Golde Board of Directors
ATTEST:	
Kim Clifford, Assistant Secretary Board of Directors	
[DISTRICT SEAL]	
THE STATE OF TEXAS	\$ \$ \$
COUNTY OF TRAVIS	<b>§</b>
	vledged before me on the day of, 2018, rd of Directors of Belvedere Municipal Utility District, on
	Notary Public Signature
(Seal)	

#### SELLER HAMILTON BEE CAVE, LP, a Delaware Limited Partnership

		a Delaware Limited I	<b>Partnership</b>
		By:	
THE STATE OF TEXAS	§ §		
COUNTY OF	§		
	nt of Hamilton E	e me on the day of Bee Cave LP, a Delaware limited p	
(Seal)		Notary Public Signature	

#### AFFIDAVIT AS TO NO LIENS

STATE OF TEXAS	§ 8		
COUNTY OF TRAVIS	<b>§</b> §		
BEFORE ME, the	undersigned autl	hority, on this day personally appeared	d JOEL H.
ROBUCK, who, being by m	e first duly sworr	ı, upon his oath says:	
He is the President	of HAMILTON	BEE CAVE LP, which is this day co	onveying to
BELVEDERE MUNICIPAI	L UTILITY DIS	TRICT all of said HAMILTON BEE C	CAVE LP's
right, title, and interest in a	nd to certain recr	reational facilities and improvements con	nstructed to
serve the District.			
Said facilities and	improvements a	are free and unencumbered, the contra	actors and
subcontractors which install	ed same have bee	en paid in full therefor, and there are no	liens of any
nature whatsoever against sa	id facilities.		
		Ву:	
		Seller Seller	
THE STATE OF TEXAS	§ §		
COUNTY OF	_		
	Agent of Hamilton	efore me on the day of on Bee Cave LP, a Delaware limited part	_, 2018, by nership, on
benan of said infined parties	78mp.		
(Saal)		Notary Public Signature	
(Seal)			

#### **EXHIBIT A**

#### **The Facilities**

#### **Belvedere Amenity Center** (1,875 sq/ ft) to include:

- Outdoor kitchen
- Septic
- Porches
- Breezeway
- Walkways
- Pergola
- Landscaping/irrigation/lighting
- HVAC system
- Propane tank & equipment
- Appliances

Parking lots (with retaining walls) (Existing & planned)
Trails (with exercise stations/benches)
Storage building (planned)
Culverts & Other Drainage Structures
Playscape (including canvas cover)
Sport Court
Mail Facility (except mailboxes)

All Other Benches, Swings & Metal Trash Bins

# **EXHIBIT G**



#### Workers' Compensation • Property • Liability

May 11, 2018

Ms. Stefanie Albright General Counsel Belvedere MUD 816 Congress Ave Ste 1900 Austin, TX 78701

RE: Proposal for Coverage

Dear Ms. Albright:

The Texas Municipal League Intergovernmental Risk Pool (the Pool) is pleased to provide this proposal for coverages as requested. Please review each section carefully.

There are a few points to which I would like to draw your attention:

Cumulatively over the past seven years, Liability rates have been reduced 25%, Workers' Compensation rates 21.8% and Property rates 16.3%.

The Pool recognizes that the most effective way to stabilize or lower rates is to prevent losses from occurring or, if they do occur, to minimize their impact through effective claims handling. Loss prevention services including site visits by loss prevention representatives, attendance at loss prevention seminars, access to the Pool's extensive loss prevention video library and online training are available to all of the Pool's members at no additional cost. A training schedule for the current quarter is included in the "Member Services" section of the proposal.

If full payment is made within 30 days of receipt of the first bill, the contribution will be reduced 2%. If quarterly payments are preferred, there is no interest charge or payment fee.

A Proposal Acceptance Form is included for the coverages being offered in this proposal. In order to bind coverage, please:

- 1. Complete and sign the Proposal Acceptance Form.
- 2. Return original documents to:

Texas Municipal League Intergovernmental Risk Pool

Texas Municipal League Intergovernmental Risk Pool Underwriting Department P.O. Box 149194 Austin, Texas 78714-9194

If you have any questions concerning this proposal, please call me at (512) 491-2363.

Sincerely,

Mr. Tracy Wood AU

Membership Services Coordinator

#### **Bid / Proposal Summary**

Date:

05/11/2018

Entity Name:

**Belvedere MUD** 

Entity ID:

3047

Proposed Effective Date

05/17/2018

Proposed Anniversary Date

05/17/2019

Type of Coverage	L	imit		L	Deductible	Annual ntribution
Real & Personal Property 1	\$	577,158	Actual Cash Value	\$	10,000	\$ 471
			Replacement Cost			
Wind and Hail Occurrence						\$ 71
Deductible Reinstatement						
Boiler & Machinery <sup>2</sup>	\$	436,158	Per accident	\$	5,000	660
				1		

TOTAL ANNUAL: \$ 1,202.00

2% Annual Payment Discount 3: \$ 24.04

Total Annual Contribution: \$ 1,177.96 Quarterly Payment: \$ 300.50

#### \*Total credit amount to be applied to the calculated contributions.

#### SEE PROPOSAL FOR OPTIONAL COVERAGES, LIMITS, DEDUCTIBLES, etc.

<sup>2</sup> \$5,000 minimum deductible applies.

Real & Personal Property deductible is on a per occurrence basis except for Wind and Hail that carries a 1% per building deductible and there is no coinsurance penalty.

<sup>&</sup>lt;sup>3</sup> Annual Payment Discount applies if full annual contribution is paid within 30 days of the effective date, or receipt of your first bill, whichever is later. (The Annual Payment Discount does not apply to public officials' bonds or windstorm coverage for Tier 1 members.)

#### Property Proposal Acceptance Form

Member: Belvedere MUD

Member ID: 3047



Directions: This form must be completed, signed and returned. The Interlocal Agreement must also be completed and returned if you are not a current Liability or Property Fund participant. If time is of the essence, you may wish to use an express mail service or facsimile copier. In the event you submit these documents by facsimile, the originals must still be returned.

Indicate with [X] the coverages and method of payment that you are accepting. Forward all documents to:

#### Texas Municipal League Intergovernmental Risk Pool **Underwriting Department**

P.O. Box 149194 Austin, Texas 78714-9194

Phone: 1-800-537-6655 or FAX: 512-491-2404

COVERAGE				EFFECTIVE ANNIVERSARY DATE DATE
[]	Real and Personal Property  Limit  [ ] Actual Cash Value OR  [ ] Replacement Value	\$	\$ [ ] Special Form OR [ ] Named Perils	
[]	Accident	\$	\$	
[]		\$	\$	
	on behalf of the	the undersigned, as an author above named political subdiv Authorized Official:	ision the portions of the pro	posal as indicated above.
	Oignature of F			
Fi				
	_	rlocal Agreement pany This Form	Contribution:	OFFICE USE ONLY  Member ID #
	(Exception: Current Liability/Propert submit a new Int	ty Fund participants are not require erlocal Agreement.)		varding ( ) Adding Coverage

#### PROPERTY COVERAGE PROPOSAL

The Pool's property coverage is available to protect you from loss resulting from the destruction of, or damage to, real and personal property (buildings and contents), mobile equipment, boiler and machinery and electronic data processing equipment. Property coverage through the Pool is especially responsive to the particular needs of local governments. Coverage for the following is automatically provided at specific limits:

- \* Valuable Papers \$10,000
- \* Accounts Receivable \$10,000
- \* Loss of Revenue, Extra Expense & Rents \$50,000
- \* Leasehold Interest \$5,000
- \* Personal Effects of Employees and Officials \$5,000
- \* Fine Arts Per Reported Schedule

Coverage for these items must normally be added to standard commercial policies at additional cost.

Coverage for Employee Fidelity, Crime, and Animal Mortality may also be added to the Pool's property coverage.

Currently over 2,200 Members participate in the Pool's property program. Participants benefit directly as Members' Equity in the Property Fund grows. Fund Members are eligible to receive Equity Returns at the end of each Fund Year provided total Members' Equity meets certain predetermined levels. Eligibility of individual Members may also depend on length of membership and loss experience.

The Pool retains the first \$4,000,000 of loss per occurrence for property exposures and 100% of Boiler and Machinery losses. The Pool purchases property reinsurance from several reinsurance companies and Lloyd's of London syndicates. A Reinsurance Fact Sheet is included in the Background Section of this proposal.

Property coverage extends to all owned buildings and/or contents shown on the schedule. Coverage for Mobile Equipment may be included at your option. The limit of coverage for Real and Personal Property (other than Mobile Equipment) is a total of all reported values, including buildings and contents. There is no coinsurance penalty. The Real and Personal Property deductible applies on a per occurrence basis, rather than a per building basis. Coverage for real and personal property is available in two forms:

SPECIAL FORM - This form provides the broadest coverage for all risk of physical loss unless specifically excluded. Exclusions and/or limitations to the property and perils covered are listed in the Special Form Property Coverage section of the Property Coverage Document.

NAMED PERILS FORM - This form provides coverage for only those specific perils listed in the Names Peril Coverage Option of the Property Coverage Document.

A copy of the Property Coverage Document containing both coverage forms is included for your review.

Real and Personal Property and Electronic Data Processing Equipment may be covered for either "replacement cost" or "actual cash value". Actual Cash Value is defined as replacement cost less depreciation. Mobile Equipment may be covered for replacement cost or ACV, subject to a maximum recoverable equal to the value shown on the Mobile Equipment schedule. An entity may choose to accept each type of property coverage (real and personal property, mobile equipment) independently, and at different deductibles. Total contributions are determined based upon actual exposures for each local government with an annual adjustment for changes in rating or changes in the property schedules or values.

#### **Property Coverage Features**

The Texas Municipal League Intergovernmental Risk Pool's property coverage includes the following features at no additional cost:

Coverage Coinsurance Provision	Comments None
Pollution Damage to Covered Property Caused by a Covered Peril	Included at Real and Personal Property Limit
Pollutant Clean up	\$20,000 each covered premises
Accounts Receivable	\$10,000*
Valuable Papers/EDP Media	\$10,000*
Loss of Revenue/Extra Expense/Rental Income	\$50,000*
Personal Effects of Employees/Volunteers	\$5,000*
Outdoor Property - Trees, Plants, Shrubs	\$10,000 per occurrence* \$250 Any one tree, plant or shrub*
Debris Removal	Included at Real and Personal Property Limit
Demolition of undamaged portions of covered structures	Included at Real and Personal Property Limit
Boiler & Machinery	Included (except electric generating plants) (Charge may apply to certain Members)
Increased cost of construction due to Building Ordinances	Included at Real and Personal Property Limit
Loss to undamaged portion of a covered structure	Included at Real and Personal Property Limit
Newly acquired/constructed structures	Automatic \$1,000,000 or total Building and Contents values, whichever is less. Additional limits available upon notification. No time limitation applies. Certain types of property must be reported.
Property in Transit	\$1,000,000
Property Off Premises	Included at Real and Personal Property Limit
Sewer Backup	Included at Real and Personal Property Limit
Communications Equipment	Included at Real and Personal Property Limit
Computer Equipment	Included at Real and Personal Property Limit
Electrical Damage – EDP equipment	Included at Real and Personal Property Limit

#### **Property Coverage Features**

Glass Breakage Included at Real and Personal Property Limit

Glass Display or Trophy Cases Included at Real and Personal Property Limit

Ground Maintenance Equipment Included at Real and Personal Property Limit

Fine Arts Lesser of repair cost or scheduled value

Must be reported

Fire Department Service Charge Included

Fire Equipment Recharge Included

Commandeered Boats Included in Mobile Equipment

Outdoor Property Detached Signs, Fences, Antennas Included at Real and Personal Property Limit

Must be reported

Inventory costs related to a loss Included

Portable equipment Included at Real and Personal Property Limit

Property of Others Included at Real and Personal Property Limit

Premises Boundary None

Spoilage Included at Real and Personal Property Limit

Off Premises Utility Failure Included at Real and Personal Property Limit

Lock replacement after a loss Included at Real and Personal Property Limit

Changes in temperature/humidity Included at Real and Personal Property Limit

Architectural/Engineering fees incurred as the result of a

loss

Included

Underground Sprinkler Systems Included at Real and Personal Property Limit

Must be reported

<sup>\*</sup> These are the basic Coverage Extension Limits provided at no cost to the Member. Additional limits are available and if this Invitation to Bid requests such additional limits, they have been included in this response.

#### PROPERTY COVERAGE PROPOSAL

- The attached proposal shows the annual price of various options for property coverages which are available to you through the Texas Municipal League Intergovernmental Risk Pool (the Pool). The coverage and limits you requested are shown on the Summary page at the front of this Proposal. The same information is included in this section of the Proposal along with various options available for deductibles, coverages and limits.
- Attached to this proposal are schedules showing the property and equipment values that you reported. Your proposal is based on the values shown in these schedules. If any of the information shown on these schedules is incorrect, or if any items are omitted, the contributions may need to be adjusted. Please note the information in the heading of each schedule.
- 3. You may choose Named Perils or Special Form coverage as described on the following page of this section of the Proposal. Also included in this section are options to add Flood and Earthquake coverage for your Real and Personal property. Flood coverage is automatically included for Electronic Data Processing Equipment. Flood and Earthquake coverage is also included in your Mobile Equipment Coverage.
- 4. If you acquire property during the year, please report the values to us. You will not be billed for additional property until the total additional amount exceeds \$1,000,000 or your Real and Personal Limit, whichever is less.
- 5. As an additional service, the Pool will provide property valuations on most buildings at no cost to Pool members.

#### PROPERTY SUMMARY AND DEDUCTIBLE OPTIONS

Member: Belvedere MUD

Member ID: 3047

Coverage Period: 05/17/2018 to 05/17/2019



The annual contributions for the options shown below are based on the coverage and schedule information submitted and include increased Coverage Extension limits, if any. Changes to schedules may require recalculation of the contribution.

#### REAL AND PERSONAL PROPERTY (Excluding Flood and Earthquake)

Limit:

\$577,158

Transit Limit:

\$577,158

Coverage Extensions:

As Scheduled

Windstorm:

Included

Valuation Basis:

Replacement Cost

Coverage Basis:

Special Form

Deductible	100	250	500	1,000	2,500	5,000	10,000	25,000
Contribution	\$1,299	\$965	\$847	\$743	\$654	\$594	\$542	\$512

#### **BOILER AND MACHINERY**

Valuation Basis:

Replacement Cost

Per Accident Limit:

\$436,158

Deductible	5,000	10,000			
Contribution	\$660	\$660			

#### Definitions:

Replacement Cost: The cost to repair or to replace new for old with like kind and quality, whichever is less. Property not actually repaired or replaced shall be valued at Actual Cash Value. Refer to the Property Coverage Document.

Actual Cash Value: The cost to repair or to replace with like kind and quality less depreciation. Refer to the Property Coverage Document.

<u>Scheduled Basis</u>: The cost to repair or the per item scheduled value, whichever is less.

#### Real and Personal Property Schedule

Member: Belvedere MUD

Member ID: 3047

Coverage Period: 05/17/2018 to 05/17/2019 Shown As of 05/17/2018



The contribution and limit calculated for your Real and Personal Property Coverages are based on the following schedule. The values shown are the estimated Replacement Cost or Actual Cash Value (RC or ACV) unless otherwise noted and endorsed. Any changes or corrections may require adjustment to the contribution. Improvements and betterments to locations you lease from others are included with the contents value. Your elected Coverage Extension limits are shown on a separate schedule.

ID	Address or Site Secondary ID	Year Built	Occupancy Department	Bldg Value Valuation Basis	Contents Value Valuation Basis	
1	17400 Flagler Dr	2008	Amenity Center/Porches (2)/Bre	383,158	20,000	
			Parks	RC	RC	
2	17400 Flagler Dr	2008	Outdoor Kitchen	6,000	0	
			Parks	RC		
3	17400 Flagler Dr	2008	Sport Court	35,000	0	
			Parks	RC		
4	17400 Flagler Dr	2008	Walkways/Parking Lot	20,000	0	
			Parks	RC		
5	17400 Flagler Dr	2008	Irrigation	10,000	0	
			Parks	RC		
6	17400 Flagler Dr	2008	Lighting/Poles	10,000	0	
			Parks	RC		
7	17400 Flagler Dr	2008	Septic System	23,000	0	
			Parks	RC		
8	17400 Flagler Dr	2008	Playscape/Shades	40,000	0	
			Parks	RC		
9	17400 Flagler Dr	2008	Mail Court/Pavilion	30,000	0	
			Parks	RC		
Cover	age: Real & Personal Property	Total Item	ns: 9	557,158	20,000	

#### Coverage Extensions Schedule

Member: Belvedere MUD

Member ID: 3047

Coverage Period: 05/17/2018 to 05/17/2019 Shown As of 05/17/2018



Elected Coverage Extension limits are shown below. Any changes or corrections may require adjustment to the contribution. Note: Limits for Newly Acquired Property and Pollutant Cleanup and Removal may not be increased above the limits indicated below.

Coverage Extension	Limit
Valuable Papers and Records & EDP Media	\$10,000
Accounts Receivable	\$10,000
Loss of Revenue, Extra Expense and Rental Value	\$50,000
Personal Property of Employees and Officials	\$5,000
Leasehold Interest	\$5,000
Outdoor Trees and Shrubs (\$250 per item)	\$10,000
Newly Acquired Property	\$1 Million or the Real & Personal Property Limit, whichever is less
Pollutant Cleanup and Removal	\$20,000 each premises

#### Boiler and Machinery Schedule

Member: Belvedere MUD

Member ID: 3047

Coverage Period: 05/17/2018 to 05/17/2019 Shown As of 05/17/2018



The contribution and Per Accident Limit shown for your Boiler & Machinery Coverage are based on the following schedule. The values shown are the estimated Replacement Cost or Actual Cash Value (RC or ACV) unless otherwise noted and endorsed. Any changes or corrections may require adjustment to the contribution.

ID	Address or Site Secondary ID	Occupancy Department		Bldg Value Valuation Basis	Contents Value Valuation Basis
1	17400 Flagler Dr	Amenity Center/Po	rches (2)/Breezeway	\$383,158	\$20,000
		Parks & Recreation		Replacement Cost	Replacement Cost
5	17400 Flagler Dr	Irrigation		\$10,000	\$0
		Parks & Recreation		Replacement Cost	Replacement Cost
7	17400 Flagler Dr	Septic System		\$23,000	\$0
		Parks & Recreation		Replacement Cost	Replacement Cost
Cove	erage: Boiler and Machinery Schedule	Total Items:	3	416,158	20,000

#### WIND AND HAIL DEDUCTIBLE

This endorsement forms a part of the **Declarations** to which attached, effective on the inception date of the coverage unless otherwise stated herein, and modifies such coverage as is afforded by the provisions of the coverage shown below:

#### **REAL AND PERSONAL PROPERTY COVERAGE**

Member

Belvedere MUD

Member ID

3047

Effective Date

05/17/2018

With respect to loss caused by wind or hail, it is agreed that the deductible for each occurrence will be the lesser of the following:

- 1. 1% of the individual scheduled Building Value for each damaged structure at the time of loss; or
- 2. 0.1% of the Total Building Value for all buildings scheduled at the time of the loss.

In no event shall the percent deductible be less than the occurrence deductible shown on the **declarations** page.