## MINUTES OF SPECIAL MEETING OF BOARD OF DIRECTORS

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

On September 27, 2023, the Board of Directors ("Board") of Belvedere Municipal Utility District (the "District") held a special meeting within the boundaries of the District at the Belvedere Amenity Center, 17400 Flagler Drive, Austin, Texas. A copy of the notice of meeting along with associated certificates of posting are attached hereto as **Exhibit "A"**.

The roll was called of the members of the Board, to-wit:

James Koerner	President
Ronald Ubertini	Vice President
Kim Clifford	Secretary
Keri Parker	Assistant Secretary
Vito Sciaraffia	Assistant Secretary

At the beginning of the meeting, all of the Directors were present except for Directors Ubertini and Parker, thus constituting a quorum of the Board. All Directors who attended voted on all Items that came before the Board. Other attendees included Jeff Monzingo with Montoya & Monzingo LLP; Odalys Johnson, P.E., Client Manager, and Megan Norris, P.E. with Quiddity Engineering; David Klein, Attorney, and Fred Castro, Paralegal, with Lloyd Gosselink Rochelle & Townsend, P.C. ("Lloyd Gosselink"); and Keith Milkiwiecz and Lee Blanton, representing the Belvedere Homeowners Association ("HOA").

- 1. <u>Call meeting to order and establish a quorum</u>. Director Koerner called the meeting to order at 6:00 p.m. He announced that all Directors were present except for Directors Ubertini and Parker, and therefore a quorum of the Board was in attendance.
- 2. Conduct a public hearing at 6:00 p.m., regarding a proposal to set a 2023 tax rate. At 6:00 p.m., Director Koerner opened the public hearing on a proposal to set a tax rate. No member of the public provided comments regarding the proposed 2023 tax rate. At 6:02 p.m., Director Clifford moved to close the public hearing on a proposal to set a tax rate. Director Sciaraffia seconded the Motion and the Motion passed unanimously, 3-0.
- 3. <u>Discuss, consider, and take action as necessary concerning the regulation of drainage and flood control issues.</u> Director Koerner introduced this Item. Mr. Klein recommended that the Board should convene in executive session to receive advice from its attorney before discussing this Item in open session. At 6:03 p.m., Director Clifford moved to enter into executive session under Texas Government Code § 551.071 to receive legal advice from its attorney on this agenda Item. Director Koerner seconded the Motion and the Motion was approved 3-0. At 6:23 p.m., Director Clifford moved to conclude the executive session

- and reenter open session. Director Koerner seconded the Motion and the Motion passed unanimously, 3-0. Director Koerner stated that no action was taken by the Board during executive session.
- Discuss, consider, and take action as necessary concerning the adoption of a budget for the 4. 2023-2024 fiscal year. Director Koerner introduced this Item. Mr. Monzingo presented a proposed budget for the 2023-2024 fiscal year to the Board. A copy of such proposed budget is attached hereto as Exhibit "B". Mr. Monzingo noted that the proposed budget was based upon the District Financial Advisor's recommendation that the Board set its debt service tax rate at \$0.1275 per \$100 of assessed valuation and its operations and maintenance tax rate at \$0.0775 per \$100 of assessed valuation. He noted that the assessed valuations were based upon the District's Certification of 2023 Appraised Values from the Travis Central Appraisal District. Next, Director Clifford led a discussion concerning increasing the budget for drainage maintenance and engineering work associated with the same. Director Clifford moved to amend the proposed budget for the District's 2023-2024 fiscal year by reducing the amount for playscape repairs and maintenance from \$16,500.00 to \$10,000.00 and increasing the budget for drainage maintenance and related engineering work. Such Motion failed for lack of a second. After further discussion, Director Koerner moved to adopt the proposed budget for the District's 2023-2024 fiscal year by reducing the amount for playscape repairs and maintenance from \$16,500.00 to \$10,000.00. Director Sciaraffia seconded the Motion and the Motion passed unanimously, 3-0.
- 5. <u>Discuss, consider, and take action as necessary to adopt a 2023 tax rate</u>. Director Koerner introduced this Item. Director Koerner moved to adopt (1) a debt service tax rate of \$0.1275 per one hundred dollars (\$100) of assessed valuation, and a maintenance and operations tax rate of \$0.0775 per one hundred dollars (\$100) of assessed valuation, for a total 2023 tax rate of \$0.2050 per one hundred dollars (\$100) of assessed valuation, and (2) the Order Setting 2023 Debt Service Tax Rate and Operations and Maintenance Tax Rate, attached hereto as <u>Exhibit "C"</u>. Director Sciaraffia seconded the motion and the motion passed unanimously, 3-0.
- 6. <u>Discuss, consider, and take action as necessary concerning amendments to the District's budget for the 2022-2023 fiscal year.</u> Director Koerner introduced this Item. Mr. Monzingo proposed that the Board amend the District's current budget by (1) increasing the budgeted revenue amount for Interest Income, and (2) amending budgeted amounts for the following expenditure categories: Solid Waste Disposal, Legal Fees, Engineering Fees, Amenity Center Operations and Maintenance, and Insurance premiums. Director Koerner moved to adopt the resolution amending the District's 2022-2023 District budget, as proposed by Mr. Monzingo, a copy of which is attached hereto as <u>Exhibit "D"</u>. Director Clifford seconded the motion and the motion passed unanimously, 3-0.
- 7. <u>Discuss, consider, and take action as necessary to adopt an amended District Information Form and Notice to Purchaser.</u> Director Koerner introduced this Item. Mr. Klein presented the proposed amended District Information Form and Notice to Purchaser, a copy of which is attached hereto as **Exhibit "E"**. He stated that the District needs to update its Form and Notice and record it in the real property records of Travis County when the District's information reflected in the prior version of the Form changes, and the newly approved 2023 tax rate necessitates updating and rerecording the Form and Notice. Director Clifford moved to adopt the amended District Information Form and Notice to Purchaser, as

presented, and requested that the updated District Information Form and Notice to Purchaser be posted to the District's website. Director Koerner seconded the Motion and the Motion passed unanimously, 3-0

- 8. <u>Discuss, consider, and take action as necessary concerning reports from the District's Bookkeeper and Finance Committee, including:</u>
  - a. Payment and ratification of invoices;
  - b. Coordination on bookkeeping matters;
  - c. TexPool investments; and
  - d. Reimbursement of costs to Belvedere HOA pursuant to the Joint Use and Maintenance Agreement.

Director Koerner introduced this Item. Mr. Monzingo presented a revised Bookkeeper's Report and cash sheet, consisting of the list of invoices and additional documentation concerning other bookkeeping matters, all of which are attached hereto as **Exhibit "F"**. He requested that, per the Report, the Board (i) authorize the transfer of \$75,000.00 from the District's Money Market Account to the District's Checking Account to pay bills, (ii) ratify the payment of the prior invoices, (iii) approve the payment of new invoices, and (iv) transfer a total of \$75,000.00 from the District's TexPool Account to the District's Money Market Account. Director Koerner moved to ratify the payment of the invoices paid since the Board's last meeting on September 19, 2023, approve the payment of current invoices, and authorize the transfers proposed in the Bookkeeper's Report. Director Clifford seconded the Motion and the Motion passed unanimously, 3-0.

- 9. <u>Discuss, consider, and take action regarding the adoption of District Drainage System Issue</u>
  <u>Resolution Guidelines</u>. Director Koerner introduced this Item. Director Clifford requested that action on this Item be postponed until the Board's next meeting. No action was taken.
- 10. <u>Discuss, consider, and take action regarding the improvement, maintenance, and repair of existing and future assets owned or maintained by the District, including, but not limited to:</u>
  - a. Report from the District's Engineer;
  - b. <u>Issuance of Notice of Violation concerning culvert/ditch work at 8316 Verde Mesa; and</u>
  - c. Trail maintenance.

Director Koerner introduced this Item. Ms. Johnson presented her report to the Board, a copy of which is attached hereto as **Exhibit "G"**. Ms. Johnson provided a brief report on outstanding drainage issues within the District. In response to an inquiry regarding the agenda Item for the potential issuance of a Notice of Violation concerning culvert/ditch work at 8316 Verde Mesa, Director Sciaraffia stated that he had spoken to the property owner and that such landowner indicated that he would await receipt of the District's Notice of Violation before taking any action. After discussion, Director Koerner moved to authorize the District's Engineering Subcommittee to issue a Notice of Violation concerning culvert/ditch work to the property owner at 8316 Verde Mesa. Director Sciaraffia seconded the Motion and the Motion passed unanimously, 3-0.

- Discuss, consider, and take action as necessary regarding reports from the District liaison to the HOA and from the HOA liaison to the District. Director Koerner introduced this Item. He stated that the District's Finance Subcommittee met with HOA representatives to develop a more refined framework to allocate each entity's responsibilities in connection with the operations and maintenance of the Belvedere Amenity Center and that such framework may require future amendments to the existing Joint Use and Maintenance Agreement. Director Koerner also provided an update on the HOA's discussions associated with a request from the developers of the property located east of the District, known as the Hays-Harris Tract, for emergency access to their development through the District, across HOA property. Mr. Klein suggested that it would be a good idea to have the developers come to a District Board meeting to provide information concerning their plans to provide emergency access to their development.
- 12. <u>Discuss, consider, and take action regarding the annual review of the District's Investment Policy.</u> Director Koerner introduced this Item. Mr. Klein presented this Item and provided the Board with the order attached hereto as <u>Exhibit "H"</u>. He stated that due to changes in the Texas Public Funds Investment Act made in the 88<sup>th</sup> Texas Legislative Session changes have been made to the District's Investment Policy which are presented for the Board's review. Mr. Klein recommended approval of the proposed order. Director Clifford moved to adopt the proposed order approving the District's Investment Policy, as presented. Director Koerner seconded the Motion and the Motion passed unanimously, 3-0.
- 13. <u>Discuss, consider, and take action as necessary concerning management of the District's website.</u> Director Koerner introduced this Item. After discussion, Director Koerner moved to assign responsibility for the management of the District's website to Lloyd Gosselink. Director Clifford seconded the Motion and the Motion passed unanimously, 3-0.
- 14. Receive a report concerning a summary of 2023 Legislative Session. Director Koerner introduced this Item. Mr. Klein presented his legislative tracking memorandum for the Board's review.
- 15. <u>Discuss, consider, and take action on future meeting schedules</u>. Director Koerner introduced this Item and suggested that the next meeting date be scheduled for November 14, 2023, at 6:00 p.m. at the Belvedere Amenity Center. There was a consensus of the Board to hold the meeting at that time and location and they directed the District's consultants to take the steps necessary to schedule such a meeting.
- 16. <u>Adjournment</u>. Director Clifford moved to adjourn the meeting. Director Koerner seconded the Motion and the Motion passed unanimously, 3-0. The meeting adjourned at 7:34 p.m.

PASSED, APPROVED, AND ADOPTED this 14th day of November 2023.

Kim Clifford, Secretary

# CERTIFICATE OF POSTING BELVEDERE MUNICIPAL UTILITY DISTRICT NOTICE OF BOARD MEETING September 27, 2023

THE STATE OF TEXAS	§
	§
COUNTY OF TRAVIS	§

- I, Kim Clifford, hereby certify that on September 2, 2023, I posted the attached notice of public meeting of the Board of Directors of Belvedere Municipal Utility District at the following time and at the following location:
- (1) at approximately 2.45 M, at the posting board/sign located by the mailboxes near the Belvedere Amenity Center, within the boundaries of the District.

I understand that the notice was posted in order to comply with the provisions of the Open Meeting Laws, (Chapter 551, Texas Government Code and § 49.063 Texas Water Code) and that the Board of Directors of the District will rely on this certificate in determining whether the provisions of the Open Meeting Laws have been satisfied.

Dated this day of September, 2023.

Kim Clifford

### BELVEDERE MUNICIPAL UTILITY DISTRICT NOTICE OF SPECIAL MEETING

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

Notice is hereby given pursuant to V.T.C.A., Government Code § 551, that the Board of Directors of Belvedere Municipal Utility District of Travis County will hold a special meeting, open to the public, on September 27, 2023 at 6:00 p.m., within the boundaries of the District, at The Belvedere Amenity Center, 17400 Flagler Drive, Austin, Texas, for the following purposes:

- 1. Call meeting to order and establish a quorum.
- 2. Conduct a public hearing at 6:00 p.m., regarding a proposal to set a 2023 tax rate.
- 3. Discuss, consider, and take action as necessary concerning regulation of drainage and flood control issues.
- 4. Discuss, consider, and take action as necessary concerning adoption of a budget for the 2023-2024 fiscal year.
- 5. Discuss, consider, and take action as necessary to adopt a 2023 tax rate.
- 6. Discuss, consider, and take action as necessary to concerning amendments to the budget for the 2022-2023 fiscal year.
- 7. Discuss, consider, and take action as necessary to adopt an amended District Information Form and Notice to Purchaser.
- 8. Discuss, consider, and take action as necessary concerning report from the District's Bookkeeper and Finance Committee, including:
  - a. Payment and ratification of invoices;
  - b. Coordination on bookkeeping matters;
  - c. TexPool investments; and
  - d. Reimbursement of costs to Belvedere HOA (HOA) pursuant to the Joint Use and Maintenance Agreement.
- 9. Discuss, consider, and take action regarding adoption of District Drainage System Issue Resolution Guidelines.
- 10. Discuss, consider, and take action regarding regulation, improvement, maintenance, and repair of existing and future assets owned or maintained by the District, including, but not limited to:
  - a. Report from the District's Engineer;

- Issuance of Notice of Violation concerning culvert/ditch work on property at 8316
   Verde Mesa; and
- c. Trail maintenance.
- 11. Discuss, consider, and take action as necessary regarding report from the District liaison to the HOA and from the HOA liaison to the District.
- 12. Discuss, consider, and take action as necessary concerning annual review of District's Investment Policy.
- 13. Discuss, consider, and take action as necessary concerning management of the District's website.
- 14. Receive report concerning summary of 2023 Legislative Session.
- 15. Discuss, consider, and take action on future meeting schedule.
- 16. Adjournment.

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

EXECUTED this the 21st day of September 2023.

Deputy

Attorney for the District

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

Came to hand and posted on a Bulletin Board in the County Recording Office, Austin, Travis County, Texas on this the

Dyana Limon-Mercado County Clerk Aravis County, Texas

SAMANTHA LOPEZ

Dy

FILED AND RECORDED OFFICIAL PUBLIC RECORDS

Dipra dimon-Hercado

Dyana Limon-Mercado, County Clerk
Travis County, Texas

202381285

Sep 21, 2023 02:43 PM

Fee: \$3.00

LOPEZS

#### ORDER ADOPTING 2023-2024 DISTRICT BUDGET

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

The Board of Directors of Belvedere Municipal Utility District met in a special session, open to the public, after due notice, at The Belvedere Amenity Center, 17400 Flagler Drive, Austin, Texas, within the boundaries of the District, on the 27th day of September, 2023; whereupon the roll was called of the members of the Board of Directors, to wit:

James Koerner	President
Ronald Ubertini	Vice President
Kim Clifford	Secretary
Keri Parker	Assistant Secretary
Vito Sciaraffia	Assistant Secretary

All members of the Board were present, except Director Ubertini and Parker, thus constituting a quorum.

**WHEREUPON**, among other business conducted by the Board, Director Koerner introduced the Order set out below and moved its adoption, which motion was seconded by Director Sciaraffia and, after full discussion and the question being put to the Board of Directors, said motion was carried by the following vote:

The Order thus adopted is as follows:

**WHEREAS**, a special meeting of the Board of Directors of Belvedere Municipal Utility District (the "District") was held on September 27, 2023; and

**WHEREAS**, the Board of Directors projected the operating expenses and revenues for the District for the period October 1, 2023 through September 30, 2024, and desires to adopt a budget consistent therewith.

## NOW THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF BELVEDERE MUNICIPAL UTILITY DISTRICT THAT:

- 1. That the operating budget attached hereto as Exhibit "A" is hereby adopted.
- 2. The Secretary of the Board of Directors is hereby directed to file a copy of this Resolution Adopting the 2023-2024 District Budget in the official records of the District.

#### PASSED AND ADOPTED this 27th day of September, 2023.

BELVEDERE MUNICIPAL UTILITY DISTRICT

James Koerner, President

ATTEST:

Kim Clifford, 840

(SEAL)

#### Exhibit "A"

#### FY 2023-2024 DISTRICT BUDGET

# Belvedere Municipal Utility District General Operating Fund Statement of Projected Revenues and Expenditures Budget for the Fiscal Year October 1, 2023 to September 30, 2024

#### Revenues

Maintenance Taxes Interest Income	\$	282,923 10,000
Total Revenues		292,923
Expenditures		
Solid Waste Disposal Legal Fees Audit Fees Accounting Fees Engineering Fees Amenity Center Operations and Maintenance Drainage and Trail Maintenance Playscape Repairs and Maintenance Insurance Tax Appraisal and Collection Fees Bank Charges Other fees Newspaper notices Website		57,000 40,000 7,500 14,400 30,000 85,000 40,000 10,000 5,000 6,000 200 100 2,000 500
Total Expenditures	· · · · · · · · · · · · · · · · · · ·	297,700
Projected Excess (Deficit) Revenue Over (Under) Expenditures	\$	(4,777)

#### Belvedere Municipal Utility District Debt Service Fund

#### Statement of Projected Revenues and Expenditures Budget for the Fiscal Year October 1, 2023 to September 30, 2024

#### Revenues

Property Taxes Interest Income	\$ 465,454 6,000
Total Revenues	471,454
Expenditures	
Principal Interest	320,000 151,819
Total Expenditures	 471,819
Projected Excess (Deficit) Revenue Over (Under) Expenditures	\$ (365)

## Belvedere Municipal Utility District Property Taxes for the Fiscal Year October 1, 2023 to September 30, 2024

Property Taxes			 Debt		M&O
Taxable value	\$	368,749,809			
Tax rate	\$	0.2050	 0.1275	\$	0.0775
Tax levy			\$ 470,156	\$	285,781
			99% collection	ı rate	
			Debt		M&O
			\$ 470,156 0.99	\$	285,781 0.99
Estimated Collec	tion	S	\$ 465,454	\$	282,923
Tax rate year ended 9/30/23	_\$_	0.2225	\$ 0.1450	\$	0.0775

## ORDER SETTING 2023 DEBT SERVICE TAX RATE AND OPERATIONS AND MAINTENANCE TAX RATE

The Board of Directors of Belvedere Municipal Utility District met in a special session, open to the public, after due notice, at The Belvedere Amenity Center, 17400 Flagler Drive, Austin, Texas, within the boundaries of the District, on the 27th day of September, 2023; whereupon the roll was called of the members of the Board of Directors, to wit:

James Koerner President
Ronald Ubertini Vice President
Kim Clifford Secretary
Keri Parker Assistant Secretary

Keri Parker Assistant Secretary
Vito Sciaraffia Assistant Secretary

All members of the Board were present, except Directors Ubertini and Parker, thus constituting a quorum.

WHEREUPON, among other business conducted by the Board, Director Koerner introduced the Order set out below and moved its adoption, which motion was seconded by Director Sciaraffia and, after full discussion and the question being put to the Board of Directors, said motion was carried by the following vote:

"Aye": 3; "No": 0.

The Order thus adopted is as follows:

**WHEREAS**, the District may levy a tax on all taxable property in the District to provide for payment of expenses as set out in Section 49.107(a), Texas Water Code;

WHEREAS, at an election held on May 13, 2006, the District's registered voters authorized an unlimited maintenance tax on all taxable property within the District;

WHEREAS, the District may levy a tax on all taxable property in the District in sufficient amount to pay the interest on outstanding bonds and to create a sinking fund for the payment of the principal amount of such bonds when due as set out in Section 54.601, Texas Water Code;

WHEREAS, the District on February 16, 2010 issued its \$2,350,000 Unlimited Tax Bonds, Series 2010;

**WHEREAS**, the District on October 20, 2011 issued its \$1,920,000 Unlimited Tax Bonds, Series 2011;

WHEREAS, the District on March 16, 2016 issued its \$1,000,000 Unlimited Tax Bonds, Series 2016;

WHEREAS, the District on February 27, 2018 issued its \$1,220,000 Unlimited Tax Park Bonds, Series 2018;

WHEREAS, the Board of Directors has reviewed and approved its operation budget for its fiscal year October 1, 2023 through September 30, 2024 and has determined what maintenance tax rate should be set to meet such budget requirements; and

**WHEREAS**, the appraisal roll of the District for 2023 has been prepared and certified by the Travis Central Appraisal District and submitted to the District's tax collector.

## NOW, THEREFORE, BE IT ORDERED BY THE BOARD OF DIRECTORS OF BELVEDERE MUNICIPAL UTILITY DISTRICT THAT:

I.

The debt service tax rate for the year 2023 to pay interest on bonds and create a sinking fund for payment of principal on bonds shall be \$0.1275 per \$100 of assessed valuation, and the maintenance tax rate for the year 2023 shall be \$0.0775 per \$100 of assessed valuation for a total tax rate of \$0.2050 per \$100 of assessed valuation. The Travis County Tax Assessor and Collector shall take all steps necessary and authorized by the law to collect taxes as owed pursuant to this order. Said taxes shall be levied, assessed, and collected at the total rate of \$0.2050 per \$100 of assessed valuation for 2023 as provided for in Chapter 49, Texas Water Code, and all other applicable laws.

II.

The President and Vice President are authorized to execute, and the Secretary or any Assistant Secretary are authorized to attest, this order on behalf of the Board of Directors.

III.

The Secretary of the Board is hereby directed to file a copy of this Order in the official records of the District.

#### PASSED, APPROVED, AND ADOPTED this the 27th day of September, 2023.

ATTEST:

Kim Clifford, Secretary



James Koziner, President

Board of Directors

#### ORDER AMENDING THE 2022-2023 DISTRICT BUDGET

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

The Board of Directors of Belvedere Municipal Utility District met in special session, open to the public, after due notice, at The Belvedere Amenity Center, 17400 Flagler Drive, Austin, Texas, within the boundaries of the District, on the 27th day of September, 2023; whereupon the roll was called of the members of the Board of Directors, to wit:

James Koerner
Ronald Ubertini
Kim Clifford
Keri Parker
Vito Sciaraffia

President
Vice President
Secretary
Assistant Secretary
Assistant Secretary

All members of the Board were present, except Directors Ubertini and Parker, thus constituting a quorum.

**WHEREUPON**, among other business conducted by the Board, Director Koerner introduced the Order set out below and moved its adoption, which motion was seconded by Director Clifford and, after full discussion and the question being put to the Board of Directors, said motion was carried by the following vote:

The Order thus adopted is as follows:

**WHEREAS**, a special meeting of the Board of Directors of Belvedere Municipal Utility District (the "District") was held on September 27, 2023; and

**WHEREAS**, the Board of Directors previously projected the operating expenses and revenues for the District for the period October 1, 2022 through September 30, 2023, and adopted an operating budget consistent therewith; and

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

#### NOW THEREFORE BE IT ORDERED THAT:

1. The revised operating budget attached hereto as **Exhibit "A"** is hereby adopted.

2. The Secretary of the Board of Directors is hereby directed to file a copy of this Order Amending the 2022-2023 District Budget in the official records of the District.

PASSED AND APPROVED this 27th day of September 2023.

James Koerner, President Board of Directors

Kim Clifford, Secretary Board of Directors



#### EXHIBIT "A"

#### **AMENDED 2022-2023 DISTRICT BUDGET**

# Belvedere Municipal Utility District General Operating Fund Statement of Projected Revenues and Expenditures Amended Budget for the Fiscal Year October 1, 2022 to September 30, 2023

Revenues	 mended Budget
*** Annual a	
Maintenance Taxes	\$ 244,405
Interest Income	19,000
Total Revenues	 263,405
Expenditures	
Solid Waste Disposal Legal Fees Audit Fees Accounting Fees Engineering Fees Amenity Center Operations and Maintenance Drainage and Trail Maintenance Insurance Tax Appraisal and Collection Fees Bank Charges Other fees Newspaper notices Website	56,019 45,000 7,500 14,400 70,000 120,000 23,000 4,132 6,000 200 100 2,000 500
Total Expenditures	348,851
Projected Excess (Deficit) Revenue Over (Under) Expenditures	\$ (85,446)

FILED AND RECORDED OFFICIAL PUBLIC RECORDS

Approximon-Messadi

Dyana Limon-Mercado, County Clerk Travis County, Texas

Nov 03, 2023 03:28 PM Fee: \$42.00 2023125694

\*Electronically Recorded\*

# This page is intentionally added for electronic file stamp.

#### 2023125694 Page 2 of 5

#### AMENDED INFORMATION FORM FILED PURSUANT TO SEC. 49.455 OF THE TEXAS WATER CODE FOR BELVEDERE MUNICIPAL UTILITY DISTRICT

- 1. The name of the District is Belvedere Municipal Utility District of Travis County.
- 2. The District consists of 443.695 acres, more or less, more particularly described by the metes and bounds map in the Belvedere Municipal Utility District Amended Information Form dated September 16, 2014, recorded as Document No. 2007177340, Official Public Records, Travis County, Texas.
- 3. The most recent rate of District-wide taxes on property located in the District for operation and maintenance purposes is \$0.0775 on each \$100 of assessed valuation.
- 4. The most recent rate of District-wide taxes on property located in the District for debt service is \$0.1275 on each \$100 of assessed valuation.
- 5. The total amount of bonds which have been approved by the voters and may be issued by the District (excluding refunding bonds and any bonds or portion of bonds payable solely from revenues received or expected to be received pursuant to a contract with a governmental entity) is \$7,920,000.
- 6. The aggregate initial principal amount of all bonds of the District payable in whole or in part from taxes (excluding refunding bonds and any bonds or portion of bonds payable solely from revenues received or expected to be received pursuant to a contract with a governmental entity) that have been previously issued is \$6,490,000.
- 7. The District does not currently impose a standby fee.
- 8. The District was duly and lawfully created 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.
- 9. The functions performed or to be performed by the District are to provide water, and drainage services, and recreational facilities.
- 10. The particular form of Notice to Purchasers required by Sec. 49.452 of the Texas Water Code to be furnished by a seller to a purchaser of real property in the District, completed by the District with all information required to be furnished by the District, is attached hereto as Exhibit "A".

This Amended Information Form supersedes the Information Form filed in the Travis County Official Public Records as Document No. 2021220352.

#### 2023125694 Page 3 of 5

SIGNED this 27th day of September, 2023.

James/Koerger, President Board of Directors

Ronald Ubertini, Vice President

Board of Directors

Kim Clifford, Secretary Board of Directors

Keri Parker, Assistant Secretary

Board of Directors

Vito Sciaraffia, Assistant Secretary

Board of Directors

(SEAL)

#### ACKNOWLEDGMENT

STATE OF TEXAS

**COUNTY OF TRAVIS** 

§ § §

This instrument was acknowledged before me on September 27, 2023 by James Koerner, Ronald Ubertini, Kim Clifford, Keri Parker, and Vito Sciaraffia as Directors of Belvedere Municipal Utility District.

Notary Public, State of Texas

## NOTICE TO PURCHASER OF SPECIAL TAXING OR ASSESSMENT DISTRICT

The real property, described below, that you are about to purchase is located in the BELVEDERE MUNICIPAL UTILITY DISTRICT and may be subject to district taxes or assessments. The district has taxing authority separate from any other taxing authority and may, subject to voter approval, impose taxes and issue bonds. The district may impose an unlimited rate of tax in payment of such bonds. The current rate of the district property tax is \$0.2050 on each \$100 of assessed valuation. The total amount of bonds payable wholly or partly from property taxes, excluding refunding bonds that are separately approved by the voters or any bonds or any portion of bonds issued that are payable solely from revenues received or expected to be received under a contract with a governmental entity, approved by the voters are \$6,700,000.00 for water, sewer, and drainage facilities; and \$1,220,000.00 for parks and recreational facilities. The aggregate initial principal amounts of all such bonds issued are \$6,490,000.00.

The district has the authority to adopt and impose a standby fee. The current amount of the standby fee is \$0.00. An unpaid standby fee is a personal obligation of the person that owned the property at the time of imposition and is secured by a lien on the property. Any person may request a certificate from the district stating the amount, if any, of unpaid standby fees on a tract of property in the district.

The purposes of this district are to provide water, sewer, drainage, and solid waste collection and

•	al facilities. The cost of these district facilities is not
acquiring is as follows:	rty. The legal description of the property you are
acquiring to as removes.	

PURCHASER IS ADVISED THAT THE INFORMATION SHOWN ON THIS FORM IS SUBJECT TO CHANGE BY THE DISTRICT AT ANY TIME. THE DISTRICT ANNUALLY ESTABLISHES TAX RATES. PURCHASER IS ADVISED TO CONTACT THE DISTRICT TO DETERMINE THE STATUS OF ANY CURRENT OR PROPOSED CHANGES TO THE INFORMATION SHOWN ON THIS FORM.

#### 2023125694 Page 5 of 5

knowledges receipt of the foregoing notice at or before the purchase of the real property or at closing of purchase of the
Date:
Signature of Seller:
Date:

Signature of Purchaser:

## **Belvedere MUD Board Meeting**

**September 27, 2023** 

**Financial Information** 

## **Schedule of Cash Activity**

#### BELVEDERE MUD SCHEDULE OF CASH ACTIVITY GENERAL FUND

MEETING DATE: SEPTEMBER 27, 2023

Revenue:         Deposit Date         Description         Amount         3 75,000.00           9/27/20/23         Transfer from Money Market         Total Deposits:         3 75,000.00           Expenditures:           Check Dumber         Description         Amount           1 467         Lloyd Gosselinik         Legal Fees         \$ 7,195.70           1 468         Sunscape Landscaping         Transfer Genes         \$ 2,275.00           1 469         Sunscape Landscaping         Transfer Genes         \$ 2,275.00           1 469         A. Ferrices LLC         Amenity Center Operations         \$ 43,152.20           1 469         Belvedore HOA         Amenity Center Operations         \$ 9,260.00           1 469         Belvedore HOA         Amenity Center Operations         \$ 9,260.00           1 469         Transfer Tom Color         Total Expenditures:         \$ (66,213.79)           ENDING BALANCE - GENERAL FUND CHECKING AS OF SEPTEMBER 27, 2023         \$ 3,500.00           CASH BALANCE - GENERAL FUND - MONEY MARKET ACCOUNT - UNRESERVED         \$ 75,000.00           Transfer from TexPool         \$ 75,000.00           CASH BALANCE - GENERAL FUND - TEXPOOL         \$ (75,000.00)           Transfer to Money Mark	GENERAL FUND	CHECKING ACCOUNT BALANCE			\$	11,970.37
STC,000.00   STC	Revenue:					
Expenditures:	Deposit Date	Description		Amount		
Expenditures:   Check Number	9/27/2023	Transfer from Money Market		\$ 75,000.00		
Check Number   Description   Legal Fees   \$ 7,195.70     1468			Total Deposits:	-	\$	75,000.00
1464	Expenditures:					
1464   Lloyd Gosselink	Check Number	r Description		Amount		
1465			Legal Fees	\$ 7,195.70		
1467   A.T. Services LLC   Amenity Center Operations   \$ 9,280,00   \$ 43,152.20   \$ 43,152.20   \$ 1468   Belvedere HOA   Amenity Center Operations   \$ 43,152.20   \$ (66,213.79)   ENDING BALANCE - GENERAL FUND CHECKING AS OF SEPTEMBER 27, 2023   \$ 20,786.58   \$ 20,78	1465	Quiddity Engineering, LLC	Engineering Fees	\$ 2,575.00		
1468   Belveder HOA	1466	Sunscape Landscaping	Trail Maintenance	\$ 4,030.89		
Total Expenditures: \$ (66,213.79)	1467	A.T. Services LLC	Amenity Center Operations	\$ 9,260.00		
ENDING BALANCE - GENERAL FUND CHECKING AS OF SEPTEMBER 27, 2023  CASH BALANCE - GENERAL FUND - MONEY MARKET ACCOUNT - UNRESERVED  Deposit Transfer from TexPool Total Deposits:  Transfer Transfer to Checking Total Transfers:  ENDING CASH BALANCE - GENERAL FUND - MONEY MARKET ACCOUNT - UNRESERVED  ENDING CASH BALANCE - GENERAL FUND - MONEY MARKET ACCOUNT - UNRESERVED  CASH BALANCE - GENERAL FUND - TEXPOOL  Transfer Transfer to Money Market Total Transfers:  Total Transfers:  Total Transfers:  S (75,000.00)  ENDING CASH BALANCE - GENERAL FUND - TEXPOOL  Total Transfers:  S (75,000.00)  ENDING CASH BALANCE - GENERAL FUND - TEXPOOL  TOTAL GENERAL FUND OPERATING CASH  The operating reserves are one to two times operating budget.  CASH BALANCE - DEBT SERVICE FUND - MONEY MARKET  S 52,855.83  CASH BALANCE - DEBT SERVICE - TEXPOOL  S 182,555.28	1468	Belvedere HOA	Amenity Center Operations	\$ 43,152.20		
CASH BALANCE - GENERAL FUND - MONEY MARKET ACCOUNT - UNRESERVED  Deposit Transfer from TexPool Total Deposits: \$ 75,000.00  Transfer Transfer to Checking Total Transfers: \$ (75,000.00)  ENDING CASH BALANCE - GENERAL FUND - MONEY MARKET ACCOUNT - UNRESERVED  CASH BALANCE - GENERAL FUND - TEXPOOL \$ 453,103.91  Transfer Transfer Transfer to Money Market Total Transfers: \$ (75,000.00)  ENDING CASH BALANCE - GENERAL FUND - TEXPOOL \$ 378,103.91  Total Transfer Transfer to Money Market \$ (75,000.00)  ENDING CASH BALANCE - GENERAL FUND - TEXPOOL \$ 378,103.91  Total GENERAL FUND OPERATING CASH \$ 404,669.14  The operating reserves are one to two times operating budget.  CASH BALANCE - DEBT SERVICE FUND - MONEY MARKET \$ 52,855.83  CASH BALANCE - DEBT SERVICE FUND - MONEY MARKET \$ 182,560.28					\$	(66,213.79)
Deposit Transfer from TexPool Total Deposits: Transfer Transfer to Checking Total Transfers:  CASH BALANCE - GENERAL FUND - MONEY MARKET ACCOUNT - UNRESERVED  CASH BALANCE - GENERAL FUND - TEXPOOL Transfer Transfer to Money Market Transfer Transfer to Money Market Total Transfers:  (75,000.00)  ENDING CASH BALANCE - GENERAL FUND - TEXPOOL Total Transfers:  (75,000.00)  ENDING CASH BALANCE - GENERAL FUND - TEXPOOL  Total Transfers:  (75,000.00)  Total Transfers:  (75,000.00)  Total Transfers:  (75,000.00)  Total GENERAL FUND OPERATING CASH  The operating reserves are one to two times operating budget.  CASH BALANCE - DEBT SERVICE FUND - MONEY MARKET  S 62,856.83  CASH BALANCE - DEBT SERVICE - TEXPOOL  S 182,550.28	ENDING BALANCE	E - GENERAL FUND CHECKING AS OF	SEPTEMBER 27, 2023	[	\$	20,756.58
Transfer Transfer to Checking  Total Transfers:  \$ 75,000.00  Total Transfers:  \$ (75,000.00)  ENDING CASH BALANCE - GENERAL FUND - MONEY MARKET ACCOUNT - UNRESERVED  \$ 5,808.65  CASH BALANCE - GENERAL FUND - TEXPOOL  \$ 453,103.91  Transfer Transfer to Money Market  Total Transfers:  \$ (75,000.00)  ENDING CASH BALANCE - GENERAL FUND - TEXPOOL  \$ 376,103.91  TOTAL GENERAL FUND OPERATING CASH  The operating reserves are one to two times operating budget.  CASH BALANCE - DEBT SERVICE FUND - MONEY MARKET  \$ 52,855.83  CASH BALANCE - DEBT SERVICE - TEXPOOL  \$ 182,550.28	CASH BALANCE -	GENERAL FUND - MONEY MARKET A	CCOUNT - UNRESERVED		\$	5,808.65
Transfer Transfer to Checking  Total Transfers:  \$ 75,000.00  Total Transfers:  \$ (75,000.00)  ENDING CASH BALANCE - GENERAL FUND - MONEY MARKET ACCOUNT - UNRESERVED  \$ 5,808.65  CASH BALANCE - GENERAL FUND - TEXPOOL  \$ 453,103.91  Transfer Transfer to Money Market  Total Transfers:  \$ (75,000.00)  ENDING CASH BALANCE - GENERAL FUND - TEXPOOL  \$ 376,103.91  TOTAL GENERAL FUND OPERATING CASH  The operating reserves are one to two times operating budget.  CASH BALANCE - DEBT SERVICE FUND - MONEY MARKET  \$ 52,855.83  CASH BALANCE - DEBT SERVICE - TEXPOOL  \$ 182,550.28	Denosit	Transfer from TexPool		\$ 75.000.00		
Total Transfers: \$ (75,000.00)  ENDING CASH BALANCE - GENERAL FUND - MONEY MARKET ACCOUNT - UNRESERVED \$ 5,808.65  CASH BALANCE - GENERAL FUND - TEXPOOL \$ 453,103.91  Transfer Transfer to Money Market \$ (75,000.00) \$ (75,000.00)  ENDING CASH BALANCE - GENERAL FUND - TEXPOOL \$ 378,103.91  TOTAL GENERAL FUND OPERATING CASH \$ 404,669.14  The operating reserves are one to two times operating budget.  CASH BALANCE - DEBT SERVICE FUND - MONEY MARKET \$ 52,855.83  CASH BALANCE - DEBT SERVICE - TEXPOOL \$ 182,550.28	Борозік	Transfer from Toxi ou	Total Deposits:		\$	75,000.00
CASH BALANCE - GENERAL FUND - TEXPOOL  Transfer Transfer to Money Market  Total Transfers:  \$ (75,000.00)  ENDING CASH BALANCE - GENERAL FUND - TEXPOOL  \$ 378,103.91  TOTAL GENERAL FUND OPERATING CASH  The operating reserves are one to two times operating budget.  CASH BALANCE - DEBT SERVICE FUND - MONEY MARKET  \$ 52,855.83  CASH BALANCE - DEBT SERVICE - TEXPOOL  \$ 182,550.28	Transfer	Transfer to Checking	Total Transfers:	\$ (75,000.00)	\$	(75,000.00)
Transfer Transfer to Money Market  Total Transfers:  \$ (75,000.00)  ENDING CASH BALANCE - GENERAL FUND - TEXPOOL  \$ 378,103.91  TOTAL GENERAL FUND OPERATING CASH  \$ 404,669.14  The operating reserves are one to two times operating budget.  CASH BALANCE - DEBT SERVICE FUND - MONEY MARKET  \$ 52,855.83  CASH BALANCE - DEBT SERVICE - TEXPOOL	ENDING CASH BALANCE - GENERAL FUND - MONEY MARKET ACCOUNT - UNRESERVED \$ 5,808.65					5,808.65
Total Transfers: \$ (75,000.00)  ENDING CASH BALANCE - GENERAL FUND - TEXPOOL \$ 378,103.91  TOTAL GENERAL FUND OPERATING CASH \$ 404,669.14  The operating reserves are one to two times operating budget.  CASH BALANCE - DEBT SERVICE FUND - MONEY MARKET \$ 52,855.83  CASH BALANCE - DEBT SERVICE - TEXPOOL \$ 182,650.28	CASH BALANCE -	GENERAL FUND - TEXPOOL			\$	453,103.91
ENDING CASH BALANCE - GENERAL FUND - TEXPOOL  TOTAL GENERAL FUND OPERATING CASH  \$ 404,669.14  The operating reserves are one to two times operating budget.  CASH BALANCE - DEBT SERVICE FUND - MONEY MARKET  \$ 52,855.83  CASH BALANCE - DEBT SERVICE - TEXPOOL  \$ 182,550.28	Transfer	Transfer to Money Market		\$ (75,000.00)		
TOTAL GENERAL FUND OPERATING CASH  \$ 404,669.14  The operating reserves are one to two times operating budget.  CASH BALANCE - DEBT SERVICE FUND - MONEY MARKET  \$ 52,855.83  CASH BALANCE - DEBT SERVICE - TEXPOOL  \$ 182,550.28			Total Transfers:		\$	(75,000.00)
The operating reserves are one to two times operating budget.  CASH BALANCE - DEBT SERVICE FUND - MONEY MARKET  \$ 52,855.83  CASH BALANCE - DEBT SERVICE - TEXPOOL  \$ 182,550.28	ENDING CASH BA	ALANCE - GENERAL FUND - TEXPOOL			\$	378,103.91
The operating reserves are one to two times operating budget.  CASH BALANCE - DEBT SERVICE FUND - MONEY MARKET  \$ 52,855.83  CASH BALANCE - DEBT SERVICE - TEXPOOL  \$ 182,550.28	TOTAL GENERAL	ELIND ODERATING CASH			l ¢	404 669 14
CASH BALANCE - DEBT SERVICE FUND - MONEY MARKET  \$ 52,855.83  CASH BALANCE - DEBT SERVICE - TEXPOOL  \$ 182,550.28	TOTAL GENERAL	FUND OFERATING CASE			ΙĄ	+04,003.14
CASH BALANCE - DEBT SERVICE - TEXPOOL \$ 182,550.28	The operating reserves are one to two times operating budget.					
	CASH BALANCE	- DEBT SERVICE FUND - MONEY MAR	KET	!	\$	52,855.83
TOTAL CASH BALANCE - DEBT SERVICE \$ 235,406.11	CASH BALANCE	- DEBT SERVICE - TEXPOOL			\$	182,550.28
	TOTAL CASH BA	LANCE - DEBT SERVICE			\$	235,406.11

## **Budget vs Actual**

## **Financial Statements**

# Belvedere Municipal Utility District Balance Sheet As of September 27, 2023

	Sep 27, 23		
ASSETS Current Assets Checking/Savings			
Checking Account - ABC Bank Money Market - ABC Bank TexPool	20,756.58 5,808.65 378,103.91		
Total Checking/Savings	404,669.14		
Accounts Receivable Taxes Receivable	2,892.31		
Total Accounts Receivable	2,892.31		
Other Current Assets Prepaid Insurance	2,134.13		
Total Other Current Assets	2,134.13		
Total Current Assets	409,695.58		
TOTAL ASSETS	409,695.58		
LIABILITIES & EQUITY Liabilities Current Liabilities Other Current Liabilities Deferred Revenue	2,892.31		
Total Other Current Liabilities	2,892.31		
Total Current Liabilities	2,892.31		
Total Liabilities	2,892.31		
Equity Unassigned Net Income	464,101.33 -57,298.06		
Total Equity	406,803.27		
TOTAL LIABILITIES & EQUITY	409,695.58		

## **Belvedere Municipal Utility District** Profit & Loss October 1, 2022 through September 27, 2023

	Oct 1, '22 - Sep 27,		
Ordinary Income/Expense Income Interest Income	17,795.68		
Income Property Taxes	243,955.03		
Total Income	243,955.03		
Total Income	261,750.71		
Expense Amenity Center Operations Drainage Repairs & Maintenan Trail Repairs	110,838.66 6,000.00		
Trail General Maintenance Major Trail Repair	13,285.17 1,769.60		
Total Trail Repairs	15,054.77		
Audit Fees Bank Service Charges Bookkeeping Fees Engineering	7,500.00 10.00 14,400.00		
District Engineering	65,387.50		
Total Engineering	65,387.50		
Insurance Liability Insurance	4,131.55		
Total Insurance	4,131.55		
Legal Fees	38,443.44		
Collection and Appraisal Fees Waste Disposal	3,514.26 56,018.59		
Total Expense	321,298.77		
Net Ordinary Income	-59,548.06		
Other Income/Expense Other Income Other Income-Drainage Ditch	2,250.00		
Total Other Income	2,250.00		
Net Other Income	2,250.00		
Net Income	-57,298.06		

## Belvedere MUD-Debt Service Fund Balance Sheet

As of September 27, 2023

	Sep 27, 23		
ASSETS Current Assets Checking/Savings MUD Debt Service Fund	52,855.83		
TexPool	182,550.28		
Total Checking/Savings	235,406.11		
Accounts Receivable Taxes Receivable	5,411.53		
Total Accounts Receivable	5,411.53		
Total Current Assets	240,817.64		
TOTAL ASSETS	240,817.64		
LIABILITIES & EQUITY Liabilities Current Liabilities Other Current Liabilities			
Deferred Revenue	5,411.53		
Total Other Current Liabilities	5,411.53		
Total Current Liabilities	5,411.53		
Total Liabilities	5,411.53		
Equity Restricted Net Income	235,996.25 -590.14		
Total Equity	235,406.11		
TOTAL LIABILITIES & EQUITY	240,817.64		

## **Belvedere MUD-Debt Service Fund** Profit & Loss October 1, 2022 through September 27, 2023

	Oct 1, '22 - Sep 27, 23
Ordinary Income/Expense Income Tax Revenue	455,483.93
Total Income	455,483.93
Expense Bank Service Charges Bond Principal Interest Expense Paying Agent Fee	108.00 305,000.00 160,618.76 1,200.00
Total Expense	466,926.76
Net Ordinary Income	-11,442.83
Other Income/Expense Other Income Interest Income	10,852.69
Total Other Income	10,852.69
Net Other Income	10,852.69
Net Income	-590.14

## **Current Invoices for Approval**



816 Congress Avenue, Suite 1900 Austin, Texas 78701 Telephone: (512) 322-5800 Facsimile: (512) 472-0532

www.lglawfirm.com

September 6, 2023

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

Invoice: 97544094 Client: 2364 Matter: 0 Billing Attorney: DJK

Tax ID # 74-2308445

#### **INVOICE SUMMARY**

For professional services and disbursements rendered through August 31, 2023:

RE: Belvedere Community

Professional Services \$ 7,151.50
Total Disbursements \$ 44.20

TOTAL THIS INVOICE \$ 7,195.70

Reid 9/12/23

Lloyd Gosselink Rochelle & Townsend PC

is committed to offering a more secure, and convenient option to pay your bill using: Visa, MasterCard, Discover, and American Express and eCheck.

A convenience fee applies.

Visit our website to make a payment at: https://www.lglawfirm.com/client-payment-information



**Invoice Total** 

\$2,575.00

Invoice #:

ARIV1005751

Invoice date:

9/26/2023 Project Number: 16654-0900-23

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

### PLEASE NOTE OUR REMIT INFO

#### REMIT ADDRESS:

#### **ACH INFORMATION:**

Quiddity Engineering, LLC P.O. Box 664080 Dallas, TX 75266-4080

Truist Bank Account #: 76722129 Routing #: 021052053

Please send remittance advice to: AccountsReceivable@Quiddity.com

Payment Terms: Due upon Receipt

For professional services from 01-Aug-2023 through 31-Aug-2023

16654-0900-23

2023 General Consultation (Belvedere MUD)

16654-0900-23.001 - District Operations

0,25		
0.25	125.00	31.25
1.25	145,00	181.25
10.50	225.00	2,362.50
12.00		2,575.00
	10.50	10.50 225.00

Invoice subtotal 2,575.00 2,575.00

Services include: Board meeting preparation and attendance, culvert table updates, ditch assessment drainage calculations, field visits and Drainage Guidance document review.

### **Outstanding invoices**

Invoice

Date

Balance

ARIV1004344

8/31/2023

3,496.25

Recd 9/26/23



INVOICE

Invoice:

18853

Invoice Date:

09/01/2023

BILLTO

**PROPERTY ADDRESS** 

Belvedere Municipal Utility District C/O Montoya & Monzingo, LLP P.O. Box 2029 Pflugerville, TX 78691 Belvedere Municipal Utility District 17400 Flagler Drive Austin, TX 78738

Phone:512-251-5668 x25

INVOICE	TERMS	ACCOUN	IT MANAGER
09/01/2023	Net 30		Greg Alford
DESCRIPTION			PRICE
#27314 - Trail Maintenance Contract RENEW	AL September 2023		\$4,030.89
Trail Maintenance \$1,021.93		Subtotal:	\$4,030.89
HOA /MUS Contract \$3,008.96		Sales Tax (.00%)	\$0.00
TION ( MICO CONTINUOL		<b>INVOICE TOTAL:</b>	\$4,030.89
As of 11/1/2022, per the request of Belvedel	re MUD and Belvedere	Pay This Amount:	\$4,030.89

HOA, the full amount invoiced to MUD and HOA was split 50/50 between MUD and HOA.

Belvedere MUD is paying \$3,008.96 per month for services performed at Belvedere HOA.

Recd 9/26/23

We now offer ACH payment options. Please visit our portal at https://sunscape.propertyserviceportal.com/ or contact us at AP@Sunscapeaustin.com for more information.

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

Sunscape Landscaping • PO Box 423 • Pflugerville, TX 78660

A.T.Services, LLC

P.O. Box 700 Spicewood, Tx 78669

# Invoice

Date	Invoice #
9/25/2023	5792

### Email- mark@atserviceshvac.com

Bill To	
Belvedere Mud P.O.Box 2029 Pflugerville, Tx 78691	

TACLA00040532E

		P.O. No.	Terms	Project
			Net 30	5-ton System Repl
Quantity	Description		Rate	Amount
1	Construction Draw- 100% complete with 5-ton system as per proposal 202398.	the replacement of the	9,260	9,260.00
			Sales Tax (0.	Reid 9/26/2 0%) \$0.00
			Total	\$9,260.00

#### **PROPOSAL**

## A.T.SERVICES, LLC P.O. Box 700 Spicewood, TX 78669

TACLA00040532E PH: 512-981-9305

Date: September 15, 2023

Proposal #202398

To: Belvedere

17400 Flagler Drive Austin, Tx 78738 Attention: Management

Project: 5-ton Repair/Replacement

Job Location: same

A.T. Services, LLC is pleased to provide labor and materials to repair or replace the 5- ton system serving the Main Building by performing the following Scope of Work under Options 1 & 2.

### **Scope of Services**

Option 1- Replace the refrigerant leaking coil with a new replacement coil-

- 1. Order the replacement coil and expansion valves from the Trane Dealer. Currently the replacement coil is on back order. Expected delivery date at the end of Septmeber.
- 2. Pump down the existing system.
- 3. Remove the existing coil and set new coil in place.
- 4. Modify the existing refrigerant line connections and drain line connection to accommodate the new coil.
- 5. Replace the existing refrigerant filter drier.
- 6. Leak test and evacuate system.
- 7. Start-up system and adjust refrigerant charge per manufactures guidelines.

Option 1- Proposed Price-

\$2,774.00 + applicable sales tax

Option 2- Replace the entire system with 1- Ruud 5- ton heat pump system

- 1. Order the replacement system from Ruud. Currently the systems are 3-4 days out.
- 2. Schedule replacement of system with management.
- 3. Pump down the refrigerant system and remove the indoor unit and the outdoor unit.
- 4. Set new equipment in place.
- 5. Modify the existing duct work, electrical, condensate piping, refrigerant piping, control wiring and electrical to accommodate the new system.
- 6. Leak test and evacuate refrigerant system.

7. Start-up the new system and check refrigerant levels and temperatures.

8. Provide 1- year parts and labor warranty from installation date and standard manufactures warranties, 1- year parts, 5- year compressor warranty- No labor.

Option 2- Proposed Price

Proposed Price- 9,260.00 + applicable sales tax

### **Exclusions**

Sales tax

Permits

Rebates

A.T. Services, LLC
Submitted by Mark Maxwell
Date: \_\_\_\_\_

Customer:

Date:

Proposal is subject to an agreeable contract and may be withdrawn by A.T.SERVICES, LLC if not accepted within 30days. Please feel free to contact Mark Maxwell at 512-981-9305 or <a href="mark@atserviceshvac.com">mark@atserviceshvac.com</a>

Regulated by the Department of Licensing and Regulation, P.O. Box 12157, Austin, Tx 78711. 1-800-803-9202, 512-463-6599

Amenity	1 Reservations				9,300.00 Invoice total before tax 18,600/2 7.673.90 Portion of invoice to get to 27k total for MUD for clean-up		sum A = \$ 27,000.00	ω	34,172.19 34,172.19 37, 77, proposed Mild Payment to HOA
	Amount Paid \$	\$ 10,026.10	\$ 196.00 \$ 7.230.30	\$ 4,293.55	\$ 9,300.00 \$ 7.673.90	\$ 34,172.19		\$ 1,032.78	\$ 34,172.19
	Date	В			ים מ				
	Vendor ABC Home & Commercial	Sunscape storm clean-up	Stepnen's Enterprise 6.4-6.17 Stephen's Enterprise 6.18-7.1 Diavwell Groun - denosit	Playwell Group - playscape supplies	RC Landscaping LLC trail storm clean-up RC Landscaning LLC trail storm clean-un			Q1 2023	July 2023

50% of invoice \$ 211.09 deleted no invoice	
Amenity Reservations	<<< pre><< pre>c<< pre>proposed Mud Payment to HOA
Date Amount Paid \$ 231.66 \$ 143.12 \$ 196.00 \$ 266.00 \$ 24.87 \$ 7.12 \$ \$ 868.77	\$6,014.85 \$1,263.61 \$868.77 \$8,147.23 -\$200.00 \$7,947.23
Vendor  ABC Home & Commercial Sunscape Irrigation repair Stephen's Enterprise 5.7-5.20 Stephen's Enterprise 5.21-6.3 Air filters Repair on electric screens on porch Cover for heat trace tape electrical cord	April May June Amenity Reservations TOTAL

Amenity Reservations	Vedros - 200	patio lighting		50% of invoice	\$200
Amount Paid	\$ 97.43	\$ 946.00	\$ 173.46	\$ 46.72	\$ 1,263.61
	05.12.2023	05.12.2023	05.17.2023	05.31.2023	
Vendor	ABC Home & Commercial	Stephens Enterprises	Sunscape Irrigation repair	HEB	

GoForth amenity center rental = 100

<<< pre>c> proposed Mud Payment to HOA

			why did HOA pay this?			not sure what this is, was shipped to megnans nouse	\$ 327,000 removed as this is for pool	not sure what this is, was snipped to megnans nouse	
Amenity Reservations									
Amount Paid	\$ 196.00	\$ 196.00	\$ 2,200.00	\$ 196.00	\$ 2,674.91	\$ 487.08		\$ 64.86	£ 6.01/1.85
Date	04.06.2023	04.06.2023	04.24.2023	04.24.2023	4.30.2023	04.30.2023	04.30.2023	04.30.2023	
Vendor	Stephen's Enterprises 2.26-3.11	Stephen's Enterprises 3.12-3.25	DigDug Drainage Ditch cleanout	Stephens Enterprises 3.26-4.08	Reliant Plumbing	Amazon light fixtures	Reliant Plumbing	Amazon protection plan	

Amenity Reservations			Belisle - \$100				
Amount Paid	\$97.43	\$231.66	\$196.00	\$196.00	\$297.69	\$230.00	\$1,248.78
Date	03.10.2023	03.10.2023	03.10.2023	03.10.2023	03.20.2023	03.30.2023	
Vendor	ABC Home & Commercial	ABC Home & Commercial	Stephens Enterprises 1.29 - 2.11	Stephens Enterprises 2.12 -02.25	On Guard 911 phone	Lux Outdoor Lighting	

\$392.00 \$392.00 \$1,248.78 \$2,032.78 \$1,000.00 January February March

Amenity Reservations

Vendor	Date	Amount Paid	Amenity Reservations
Stephens Enterprises 1.1 - 1.14	02.22.2023	_ 196	
Stephens Enterprises 1.15 - 1.28	02.22.2023	196	
HEB - supplies for AC	02.28.2023		
:		392	

46.9 deleted no invoice

<<< pre>c> proposed Mud Payment to HOA

	24.01 deleted no invoice
Amenity Reservations	Vedros - \$200 Williams - \$100 Schvetz - \$100 ( December) Vedros - \$200 Vedros - \$200
Amount Paid	196 196 392
Date	01.04.2023 01.25.2023 01.31.2023
Vendor	Stephens Enterprises 12.4.22 - 12.17.22 Stephens Enterprises 12.18.22 - 122.31.2 HEB - paper towels

\$900

<<< pre>c> proposed Mud Payment to HOA

# SYLEPPIENC'S Enoternourses

11122 West Cave Blvd Dripping Springs, Texas 78620 Phone: 512-203-2227

Belvedere

INVOICE 400

Jan 15, 2023

Send payment to:

Stephen's Enterprises

11122 West Cave Blvd

Dripping Springs, TX 78620

For:

Belvedere Homeowner Association

Maintenance

Payment is due upon receipt of this

invoice

### **DESCRIPTION**

The following services were completed from Jan 1 – Jan 14

Periodic trash pick-up on Hamilton pool Rd Community, Trails (MUD) Trash (MUD) Wipe down bollards in parking lot (HOA) Take Christmas to storage (HOA)	4hrs 4hrs 3hrs 1hrs 1hrs	
(MUD)Labor – 7 @ \$28.00 (Trash ,Trails)	Total (MUD)	\$196.00 \$196.00
(HOA) labor – 6 @ \$28.00	Total (HOA)	\$168.00 \$168.00
	GRAND TOTAL	\$364.00

# SIVEPHIENT'S Enoternourses

11122 West Cave Blvd Dripping Springs, Texas 78620 Phone: 512-203-2227

Belvedere Feb 25, 2023 INVOICE 403-A

Send payment to:

For:

Stephen's Enterprises

Belvedere Homeowner Association

11122 West Cave Blvd

Maintenance

Dripping Springs, TX 78620

Payment is due upon receipt of this

GRAND TOTAL \$336.00

4hrs

invoice

### **DESCRIPTION**

The following services were completed from Feb 12 – Feb 25

Periodic trash pick-up on Hamilton pool Rd. Streets (HOA)

Community, Trails (MUD)  Trash (MUD)  Wipe down bollards in parking lot (HOA)		4hrs 3hrs 1hrs
(MUD)Labor – 7 @ \$28.00 (Trash	,Trails) Total (MUD)	\$196.00 \$196.00
(HOA) labor – 5 @ \$28.00	Total (HOA)	\$140.00 \$140.00



Bill To:

BELVEDERE HOA C\O FIRSTSERVICE RESIDENTIAL NBELZ
PO BOX 32562
CHARLOTTE, NC 28203

Account Number 10511046 Invoice Date 2/27/2023 Invoice Number 667574297-3 P.O.

**Service Location:** 

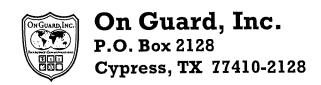
Belvedere HOA 17400 Flagler Dr Austin, TX 78738-7663 Belvedere HOA

Price

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Service

Commercial Pest Control - Quarter	y	\$214.00
Tax		\$17.66
Balance		\$231.66
Quarterly General Pest Control INC	LUDES 8 RBS	
	Please return this portion with your paym	ent
Remit To ABC Home & Commercial Services ATTN: AUSTIN	Amount Paid:	Check No.:
9475 E Hwy 290 Austin, TX 78724 512-837-9500	Credit Card No.:	CSV Code:
www.abchomeandcommercial.com/austin austin@goanteater.com	Expiration:	·
Account Number 10511046	Signature:	
Invoice Number 667574297-3		



# Invoice

Date

Invoice #

4/1/2023

156397

Bill To

Belvedere - NBELZ c/o FirstService Residential Austin P.O. Box 32562

Charlotte, NC 28232

Ship To

Belvedere - NBELZ 17400 Flagler Dr Austin, TX 78738

P.O. Number	District	Payment Terms	Due Date
None	Austin District	Net 30	5/1/2023

Rep	Phone #	Fax#
BW	713-664-8273	281-586-0060

Via	Ship Date	FOB	Lease/Ext./
email	4/1/2023	Postage	Lease

E-mail	Web Site
bill@onguard.us	www.onguard.us

Phone Number	Device, Location	Qty.	Description	Rate	Amount
512-264-1617	LL, Pool	1 1	Annual fee for OG*DT ~ Landline 911 Pool Phone Service Plan Postage Fee Reimbursement OG*DT ~ Landline 911 Annual Service Plan	275.00 0.79	275.00T 0.00T 275.00

Please remit to above address.

 Subtotal
 \$275.00

 Sales Tax (8.25%)
 \$22.69

"STOP MAIL THEFT"

Change to our NEW mailing address listed above!

1) Pay by Bank Transfer (ACH) - Online

**Total** \$297.69

# STEPHENIS Kin Kerripriuses

#### 11122 West Cave Blvd **Dripping Springs, Texas 78620** Phone: 512-203-2227

Belvedere

INVOICE 402

Feb 11, 2023

Send payment to:

Stephen's Enterprises

11122 West Cave Blvd

Dripping Springs, TX 78620

Belvedere Homeowner Association

Maintenance

Payment is due upon receipt of this

invoice

### **DESCRIPTION**

The following services were completed from Jan 29 – Feb 11

Periodic trash pick-up on Hamilton pool Rd, Community, Trails (MUD) Trash (MUD) Wipe down bollards in parking lot (HOA) Change lights in Amenity center (HOA) Installed Pump cover	, Streets (HOA)	4hrs 4hrs 3hrs 1hrs 2hrs \$150.00
Pump cover install (MUD)Labor – 7 @ \$28.00 (Trash, Trails)	Total (MUD)	\$150.00 \$196.00 \$346.00
(HOA) labor – 7 @ \$28.00	Total (HOA)	\$196.00 \$196.00
	GRAND TOTAL	\$542.00

# STEPHENC'S

11122 West Cave Blvd Dripping Springs, Texas 78620 Phone: 512-203-2227

Belvedere Dec 31, 2022 INVOICE 339

Send payment to:

Stephen's Enterprises

11122 West Cave Blvd

Dripping Springs, TX 78620

For:

Belvedere Homeowner Association

Maintenance

Payment is due upon receipt of this

GRAND TOTAL \$336.00

4hrs

invoice

### **DESCRIPTION**

The following services were completed from Dec 18 – Dec 31

Periodic trash pick-up on Hamilton pool Rd, Streets (HOA)

Community, Trails (MUD) Trash (MUD) Wipe down bollards in parking lot (HOA)		4hrs 3hrs 1hrs
(MUD)Labor – 7 @ \$28.00 (Trash, Trails)	Total (MUD)	\$196.00 \$196.00
(HOA) labor – 5 @ \$28.00	Total (HOA)	\$140.00 \$140.00

# RIGHT STITE STITE

11122 West Cave Blvd Dripping Springs, Texas 78620 Phone: 512-203-2227

Belvedere

INVOICE 410-A

June17, 2023

Send payment to:

For:

Stephen's Enterprises

Belvedere Homeowner Association

11122 West Cave Blvd

Maintenance

Dripping Springs, TX 78620

Payment is due upon receipt of this

invoice

### **DESCRIPTION**

The following services were completed from Jun 4 – Jun 17

Periodic trash pick-up on Hamilton pool Rd Community, Trails (MUD) Trash (MUD) Wipe down bollards in parking lot (HOA) Power wash sports court (HOA)	2hrs 4hrs 3hrs 1hr 2hrs	
(MUD) Receipts + 10% trip fee (MUD)Labor - 7 @ \$28.00 (Trash, Trails)	Total (MUD)	\$158.91 <u>\$196.00</u> \$354.91
(HOA) Receipts + 10% trip fee (HOA) labor – 5 @ \$28.00	Total (HOA)	\$ 33.31 <u>\$140.00</u> \$173.31
	GRAND TOTAL	\$528.22



www.playwellgroup.com 800-726-1816 505-296-8900 (fax) **50% DEPOSIT INVOICE** 

INVOICE # Quote-21665

6/30/2023

Athletic, Park, and Playground Equipment Serving Colorado, Texas, New Mexico, Oklahoma, and Arkansas since 1988

#### **BILL TO:**

Belvedere Austin HOA Accounts Payable 17400 Flagler Drive AUstin, TX 78738

(512) 264-0560

#### SHIP TO:

Belvedere Austin HOA-Children's Playspace Recreation Installation-David Robertson 3349 State Highway 22 Hillsboro, TX 76645

(210) 385-8733

CUST. PO#	SALES ORDER #	TERMS	SALE	SREP		COUNTY	DUE DATE
		50% DOWN/BAL ON COMPL	s	FP		TRAVIS	6/30/2023
ITEM .		DESCRIPTION	QTY.	LIST P	RICE	DISC.PRICE	TOTAL
PC-1282-4	PLAYCRAFT CURVED RUNG LAD COLOR: TBD	DER 4' WITH HARDWARE	0,5		510.10	510.10	255.05
PC-1707-EX		ITH SUPPORT AND HARDWARE	0.5		1236.91	1,236.91	618.46
SHIP	SHIPPING & HANDLI	NG	0.5		942.86	942.86	471.43
APS-RESIDENTI	ACTION PLAY SYSTI 24"X40"X1" RESIDEI MAT-GREEN	EM NTIAL SWING & SLIDE WEAR	1.5		44.00	44.00	66.00
APS-WEARMAT SHIP		-2 INTERLOCKING HALVES NG	0.5		500.00 638.71		500.00 319.36

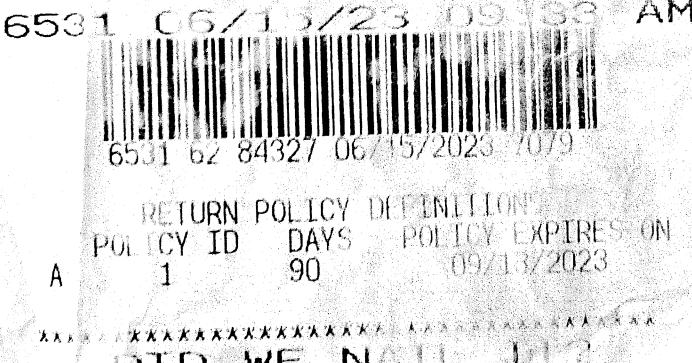
PAYMENT IN FULL is required by the TERMS set forth above. We retain full interest of Items purchased under this Invoice until full payment has been received. Play Safely and PlayWell.

REMIT PAYMENT TO: THE PLAYWELL GROUP, INC. 203A STATE HIGHWAY 46 EAST BOERNE, TX 78006

CREDIT CARD FEE NOTICE: Effective July 1, 2023, a credit card usage fee of 3.5% will be applied to sales settled by credit card. No fees apply to payment by ACH, check, money order, and wire transfer. Sorry no C.O.D. orders

SUBTOTAL	\$2,230.30
SALES TAX (0.0%)	\$0.00
TOTAL	\$2,230.30
PAYMENTS	\$0.00
50% BALANCE DUE	\$2,230.30

HIRING MANAGER (512-263-0785) EXT 077	
6531 000 2 1327 (06/15/23 09:33 AM SALE SELF CHECKOUT	
8401009266/7 20X30FPR72PK <a> 22.97 20X30X1 HDX FPR 7 FILTR 2 PK</a>	
SUBTOTAL 22.57 SALES TAX 1.90 TOTAL \$24.37	
XXXXXXXXXXXXX7887 VISA USD\$ 24.5/	
AUTH CODE 527858/6623255 Chip Read AID 4000000980840	
P.O.#/JOB NAME: O	
6531 CS/13/23 (2.3) A	·T



Take a short survey for a chance FG VIN A \$5 000 NOME Direct City Carb



Bill To: BELVEDERE HOA 17400 FLAGLER DR AUSTIN, TX 78738-7663 Account Number 10511046 Invoice Date 5/31/2023 Invoice Number 667574297-4 P.O.

Service Location:
Belvedere HOA
17400 Flagler Dr
Austin, TX 78738-7663
Belvedere HOA

Price

## Services Provided

Service

Commercial Pest Control - Quarter		\$214.00
Tax		\$17.66
Balance		\$231.66
Quarterly General Pest Control INC	LUDES 8 RBS	
	Please return this portion with your paymen	ıt
Remit To ABC Home & Commercial Services	Amount Paid:	Check No.:
ATTN: AUSTIN 9475 E Hwy 290 Austin, TX 78724 512-837-9500	Credit Card No.:	
www.abchomeandcommercial.com/austin austin@goanteater.com	Expiration:	
Account Number 10511046	Signature:	
Invoice Number 667574297-4		



INVOICE

Invoice:

17939

Invoice Date:

06/13/2023

BILLTO

**PROPERTY ADDRESS** 

Belvedere HOA AAM-372
C/O FirstService Residential - AUSTIN
7 Lakeway Centre Court
Austin, TX 78734

Belvedere HOA AAM-372 17400 Flagler Drive Austin, TX 78738

Phone:512.620.7092

INVOICE	TERMS	ACCOUNT	MANAGER
06/13/2023	Net 30		Jesse Trevino
DESCRIPTION			PRICE
#26087 - Irrigation Repair T&M. See May irrigation report		Subtotal:	\$282.67
		Sales Tax (8.25%)	\$3.57
•		INVOICE TOTAL:	\$286.24
		Pay This Amount:	\$286.24

#### TIME

Labor - 05/18/23 (2.52 x \$95.000)

TIME TOTAL

\$239.40

#### **MATERIAL**

1/2" Fitting (Material) (6.00 x \$2.023)

Drip Fitting (Material) (4.00 x \$2.451)

Weathermatic PRS (Material) (2.00 x \$10.662)

MATERIAL TOTAL \$43.24



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

Sunscape Landscaping • PO Box 423 • Pflugerville, TX 78660

# STEPHENC'S

11122 West Cave Blvd Dripping Springs, Texas 78620 Phone: 512-203-2227

Belvedere

INVOICE 409

June 3, 2023

Send payment to:

Stephen's Enterprises

11122 West Cave Blvd

Dripping Springs, TX 78620

For:

Belvedere Homeowner Association

Maintenance

Payment is due upon receipt of this

invoice

### **DESCRIPTION**

The following services were completed from May 21- Jun 3

Periodic trash pick-up on Hamilton pool Rd Community, Trails (MUD) Trash (MUD) Wipe down bollards in parking lot (HOA) Clean-up of pool area (HOA) Remove dead tree from pool entrance (MURemove playground equipment (HOA)	2hrs 4hrs 3hrs 1hr 2hrs 2.5hrs 4hrs	
(MUD)Labor – 9.5 @ \$28.00 (Trash, Trails	s) Total (MUD)	\$266.00 \$266.00
(HOA) labor – 9 @ \$28.00	Total (HOA)	\$252.00 \$252.00
	GRAND TOTAL	\$518.00

# SVINEDPIENT'S

11122 West Cave Blvd Dripping Springs, Texas 78620 Phone: 512-203-2227

Belvedere

INVOICE 408

May 21, 2023

Send payment to:

For:

Stephen's Enterprises

Belvedere Homeowner Association

11122 West Cave Blvd

Maintenance

Dripping Springs, TX 78620

Payment is due upon receipt of this

GRAND TOTAL \$1008.00

invoice

### **DESCRIPTION**

The following services were completed from May 7 – May 20

Periodic trash pick-up on Hamilton pool Rd, Streets (HOA)	4hrs
Community, Trails (MUD)	4hrs
Trash (MUD)	3hrs
Wipe down bollards in parking lot (HOA)	1hr
Pool Opening cleaning & pickle ball (HOA)	24hrs

(MUD)Labor – 7 @ \$28.00 (Trash, Trails)	Total (MUD)	\$196.00 \$196.00
(HOA) labor – 29 @ \$28.00	Total (HOA)	\$812.00 \$812.00



Bill To: BELVEDERE HOA 17400 FLAGLER DR AUSTIN, TX 78738-7663 Account Number 10511046 Invoice Date 4/24/2023 Invoice Number 667574294-5 P.O.

Service Location: Belvedere HOA

17400 Flagler Dr Austin, TX 78738-7663 Belvedere HOA

## Services Provided

Service	Price
Rodent/Wildlife Management - Every-Other	\$90.00
Тах	\$7.43
Balance	\$97.43
Rodent Management Program Provides for ongoing control of rodents in the structure and coverage include physical control, trapping, and removal of animals. Sealing all ac lines holes, plumbing lines holes, vents, receives, soffit vents and metal joints.	es the dge cap,

Please return this portion with your payment				
Remit To ABC Home & Commercial Services ATTN: AUSTIN	Amount Paid:		Check No.:	
9475 E Hwy 290 Austin, TX 78724 512-837-9500	Credit Card No.:		CSV Code:	
www.abchomeandcommercial.com/austin austin@goanteater.com	Expiration:			
Account Number 10511046	Signature:			

Invoice Number 667574294-5







# STEPHENT'S

11122 West Cave Blvd Dripping Springs, Texas 78620 Phone: 512-203-2227

Belvedere

INVOICE 407-A

Mar 25, 2023

Send payment to:

For:

Stephen's Enterprises

Belvedere Homeowner Association

11122 West Cave Blvd

Maintenance

Dripping Springs, TX 78620

Payment is due upon receipt of this

invoice

### **DESCRIPTION**

The following services were completed from April 9 – April 22

4hrs
4hrs
3hrs
1hrs
250.00
500.00
<del></del>
\$750.00
<u>\$196.00</u>
\$196.00
\$140.00
\$140.00 \$140.00
φ1+0.00
\$1086.00



## INVOICE

Invoice:

17613

Invoice Date:

05/09/2023

BILL TO

PROPERTY ADDRESS

Belvedere HOA AAM-372 C/O FirstService Residential - AUSTIN 7 Lakeway Centre Court Austin, TX 78734 Belvedere HOA AAM-372 17400 Flagler Drive Austin, TX 78738

Phone:512.620.7092

INVOICE	TERMS	ACCOUNT	MANAGER
05/09/2023	Net 30	Kirk Knussma	
DESCRIPTION	en a mar agricultura particular escapa de la		PRICE
#25890 - Irrigation Repair T&M. See April irrigation report		Subtotal:	\$337.35
		Sales Tax (8.25%)	\$9.57
		INVOICE TOTAL:	\$346.92
		Pay This Amount:	\$346.92

## TIME

Labor - 04/27/23 (2.33 x \$95.000)

TIME TOTAL

\$221.35

#### MATERIAL

Irrigation Nozzle (Material) (2.00 x \$3.070)
MP Rotator Nozzle (Material) (4.00 x \$13.399)
Drip Fitting (Material) (6.00 x \$2.451)
1/2" Nipple (Material) (4.00 x \$0.952)
12" Pop Up SAM Head (Material) (1.00 x \$34.510)
Micro Tee (Material) (4.00 x \$0.333)
Micro Coupler (Material) (8.00 x \$0.238)
MATERIAL TOTAL \$115.99



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

Sunscape Landscaping • PO Box 423 • Pflugerville, TX 78660



1021 8638 0515 2312 4100 404

1 BOUNTY TOWEL SAS 12DR T 22.18 2 COTTOHELLE WELF CLEAN BATH T 20.98

\*\*\*\*\*\*\* Sa @ Subtotal\*\*\* 43.16 46.72 46.72 US DEBIT

\*\*\*\*\*\*\*\*\*\*\*\*\*\*

AUPI NO : 419876 Ref Mode: Issuer AID : A0000000080B40 TVR : 8000083000 IAD : 060 1203401000 ISI : 6800 ARC ARC : 00

FECEIPT EXPIRES ON 08-13-23



HEB Food-Drugs #21/404
12400 Hwy. 71, Austin, TX 78738
Phone: (512) 253-0528
Pharmacy: (512) 253-0551
Store Hours: 6 A.M. to 11 P.M.
218638 05-15-23 12:41F 684/83/00404

# STEPHENTS Kin Keripruses

11122 West Cave Blvd **Dripping Springs, Texas 78620** Phone: 512-203-2227

Belvedere Mar 11, 2023 INVOICE 404

Send payment to:

For:

Stephen's Enterprises 11122 West Cave Blvd Belvedere Homeowner Association

Maintenance

Total (HOA)

GRAND TOTAL \$336.00

Dripping Springs, TX 78620

Payment is due upon receipt of this

4hrs

\$140.00

invoice

### **DESCRIPTION**

The following services were completed from Feb 26 – Mar 11

Periodic trash pick-up on Hamilton pool Rd, Streets (HOA)

Community, Trails (MUD)  Trash (MUD)  Wipe down bollards in parking lot (HOA)		4hrs 3hrs 1hrs
(MUD)Labor – 7 @ \$28.00 (Trash, Trails)	Total (MUD)	\$196.00 \$196.00
(HOA) labor – 5 @ \$28.00		\$140.00

# STURPHIENT'S Enotempruses

#### 11122 West Cave Blvd Dripping Springs, Texas 78620 Phone: 512-203-2227

Belvedere

INVOICE 405

Mar 25, 2023

Send payment to:

For:

Stephen's Enterprises

Belvedere Homeowner Association

11122 West Cave Blvd

Maintenance

Dripping Springs, TX 78620

Payment is due upon receipt of this

GRAND TOTAL \$392.00

4hrs

invoice

### **DESCRIPTION**

The following services were completed from Mar 12 – Mar 25

Periodic trash pick-up on Hamilton pool Rd, Streets (HOA)

Community, Trails (MUD) Trash (MUD) Wipe down bollards in parking lot (HOA) Power wash front entrance (HOA)		4hrs 3hrs 1hrs 2hrs
(MUD)Labor – 7 @ \$28.00 (Trash, Trails)	Total (MUD)	\$196.00 \$196.00
(HOA) labor – 7 @ \$28.00	Total (HOA)	\$196.00 \$196.00

# DigDug Construction LLC

P.O. Box 92583 Austin TX 78709-2583 512-382-0008

# Invoice

DATE	INVOICE#
4/21/2023	5342

BIL	LTO
FirstService Residential	
7 Lakeway Centre Ct, Ste	102
Austin, TX 78734	

BELVEDERE 17400 FLAGLER DR AUSTIN, TEXAS 78738

PROJECT	P.O. No.	DUE DATE
Belvedere-Lakewood Ridge Cv.		5/21/2023

SERVICE DESCRIPTION	AN	OUNT
Clean out existing silt build up in ditch and haul off site. Install 3x5 rock rip rap 3 ft. wide in bot ditch. Haul off spoils Sales Tax	tom of	2,200.00
We appreciate your business!	Total	\$2,200.00
	Payments/Credite	90.00

Payments/Credits	\$0.00
Balance Due	\$2,200.00

# SURPHIENT'S

11122 West Cave Blvd Dripping Springs, Texas 78620 Phone: 512-203-2227

Belvedere

INVOICE 406

April 10, 2023

Send payment to:

For:

Stephen's Enterprises

Belvedere Homeowner Association

11122 West Cave Blvd

Maintenance

Dripping Springs, TX 78620

Payment is due upon receipt of this

invoice

### **DESCRIPTION**

The following services were completed from Mar 26 – Apr 8

Periodic trash pick-up on Hamilton pool Rd, Streets (HOA)	4hrs
Community, Trails (MUD)	4hrs
Trash (MUD)	3hrs
Wipe down bollards in parking lot (HOA)	1hrs
Trouble shoot waterfall fountain (HOA)	1hrs

(MUD)Labor – 7 @ \$28.00 (Trash, Trails)	Total (MUD)	\$196.00 \$196.00
(HOA) labor – 6 @ \$28.00	Total (HOA)	\$168.00 \$168.00

GRAND TOTAL \$364.00



2306 Ranch Road 620 N Lakeway, TX 78734 (512) 222-6029 www.reliantplumbing.com
Texas State Board of Plumbing Examiners 929 E 41st St., Austin, Texas 78751 TSBPE: (512) 936-5200 www.tsbpe.state.tx.us Jason Oliphant M-42389 Thomas Montanez M-40499

Invoice 72970547 Invoice Date 4/19/2023 **Completed Date Customer PO** Payment Term Due Upon Receipt

Billing Address Belvedere HOA 17400 Flagler Drive Austin, TX 78738 USA Job Address Belvedere HOA 17400 Flagler Drive Austin, TX 78738 USA

#### **Description of Work**

Water pressure is at 120psi. High water pressure will break all plumbing. Recommend replacing prv and homeowner shutoff. Reliant

plumbing is not responsible for any landscaping
Water main break at back side of building. Connecting to hose bib. Will need to replace pipe and ball valve. Will need to cut out old water lines. Will test repair. Reliant plumbing is not responsible for any cosmetic damage like sheet rock, tile, rock sideline ect.

Immediate Issue: leaking water line

Findings: 1/2" water line that connects to back hose bib is leaking / water pressure at 120psi

The permit is an additional \$99 fee.

Work Performed: installed new ball valve, hose bib at back / installed new prv and homeowner shutoff

Task #	Description	Quantity	Your Price	Your Total
T5003411	Main Water Service Valve & PRV Replacement	1.00	\$1,925.91	\$1,925.91
	Digging up yard next to the water meter to gain access			
	Replacing PRV and Homeowners Shutoff			
	Plumber not responsible for landscaping			
	Reliant Plumbing not responsible for issues with the city meter. There is no way for Reliant Plumbing to know if the meter is not working properly until the PRV has been replaced. Reliant Plumbing is not responsible for city pressure. If determined that you are having an issue that involves the city side, you will need to contact the city so they can take further action			
	The permit is an additional \$99 fee.			
	City code requires an expansion tank on all water heaters. This can be provided at an additional cost.			
	Reliant Plumbing will collect payment once the plumber's job is complete. If an inspection is required, we will not request an inspection until the payment is received.			
s300000	Not responsible for landscaping. Repairing a broken water line above ground	1.00	\$749.00	\$749.00
	Cutting out the damaged section of pipe			
	Making spot repair to the damaged line			
	Testing repair			
	*Recommend customer contacting landscaper on some cases			
	*No warranty if water pressure is above the normal operating pressure of 65 PSI			
	**Water pressure quality is unknown at this time due to a broken water line. We can not visually verify pre-existing water flow before the broken pipe is repaired.			

outside faucet vacuum breakers are an additional cost

Reliant Plumbing will collect payment once the plumber's job is complete. If an inspection is required, we will not request an inspection until the payment is received.

1 year warranty dependent on incoming water pressure. if water pressure exceeds 75 psi, no warranty will be offered unless a new regulator is is installed to reduce water pressure. Price also includes excavation of up to a 2x2 hole. If any more digging is necessary, additional excavation estimates may be provided.

Paid On 4/19/2023	<b>Type</b> Visa	Memo		Amount \$2,674.91
		MANAGEMENT AND THE STATE OF THE	Sub-Total	\$2,674.91
			Tax	\$0.00
			Total Due	\$2,674.91
			Payment	\$2,674.91
			Balance Due	\$0.00
	Thank you for your busi	ness.		,

I hereby authorize the licensed technician Ray Baker to complete the install/repair/replacement of the amount of above articles as described in the attached estimate for repair costs of \$2,674.91 regardless of the amount of time taken to complete the work. I have reviewed and agree to Reliant Plumbing & Drain Cleaning LLC General Terms and Conditions. I understand that the Estimate price is good for 30 days from the written date. After the work is started, I acknowledge that other damaged or broken parts may be discovered, causing a delay in completing the job as described above. I also understand that such parts are not guaranteed or warranted by Reliant Plumbing and Drain Cleaning LLC but by the manufacturer's warranty. I acknowledge that in the event that there is a refund request for any reason after a project has begun, up to 50% may be considered refundable. Once a project has begun 50% of the project total will be considered nonrefundable. Finally, I acknowledge that

Mg Maety

lightedg

4/19/2023

Reliant Plumbing can not warranty any clogs.

I hereby confirm that the install/repair/replacement of the amount \$2,674.91 of above articles as described in the attached estimate of repair costs have been completed to its entirety. Warranty will be voided if work is preformed by another individual or company on all work completed by Reliant Plumbing. I have personally inspected and I am satisfied with the work done by Ray Baker.

4/19/2023

I authorize Reliant Plumbing & Drain Cleaning LLC to charge the agreed amount to my credit card provided herein. I agree that I will pay for this purchase in accordance with the issuing bank cardholder agreement.

4/19/2023

#### RELIANT PLUMBING & DRAIN CLEANING, LLC GENERAL TERMS AND CONDITIONS

#### 1. Applicability.

- (a) These terms and conditions of sale (these "Terms") are the only terms which govern the sale of the materials ("Materials") and services ("Services") by RELIANT PLUMBING & DRAIN CLEANING, LLC, a Texas limited liability company ("Seller") to you ("Customer"). These Terms shall control and prevail over any other terms or inconsistent agreements regarding the sale of the Materials and Services covered hereby.
- (b) The accompanying estimate (the "Estimate") and these Terms (collectively, this "Agreement") comprise a contract between the parties setting forth the terms and conditions of their entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral.

### Delivery of Materials and Performance of Services.

- (a) If Seller does not have the Materials in stock and available for use, Materials will be ordered within a reasonable time after the receipt of Customer's Estimate, and Seller will notify Customer of the expected time frame for delivery of Materials and performance of Services. Seller shall not be liable for any delays, loss or damage to Materials in transit.
- (b) Unless otherwise agreed in writing by the parties, Seller may in its discretion deliver the Materials to the address indicated on the Estimate (the "Delivery Point") using Seller's standard methods for packaging and shipping such Materials. Title and risk of loss of Materials passes to Customer upon delivery of the Materials at the Delivery Point.
- (c) Seller shall use reasonable efforts to meet any performance dates to render the Services specified in the Estimate, and any such dates shall be estimates only. Customer agrees that Seller's performance of the Services may be delayed due to Buyer's failure to meet its obligations hereunder, including but not limited to a failure to obtain any necessary permits.
- With respect to the Services, Customer shall (i) cooperate with Seller in all matters relating to the Services and provide such access to Customer's premises, and such office accommodation and other facilities as may reasonably be requested by Seller, for the purposes of performing the Services; (ii) respond promptly to any Seller request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for Seller to perform Services in accordance with the requirements of this Agreement; (iii) provide such customer materials or information as Seller may reasonably request to carry out the Services in a timely manner and ensure that such customer materials or information are complete and accurate in all material respects; and (iv) except to the extent expressly agreed otherwise in writing in the Estimate, obtain and maintain all necessary licenses, permits and consents (and pay all related fees) and comply with all applicable laws

In relation to the Services before the date on which the Services are to start.

- 3. <u>Customer's Acts or Omissions.</u> If Seller's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Customer or its agents, subcontractors, consultants or employees, Seller shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay.
- 4. Price. Customer shall purchase the Materials and Services from Seller at the prices (the "Prices") set forth In the Estimate. All Prices are exclusive of all sales, use and excise taxes, permit fees, and any other similar taxes, duties and charges of any kind imposed by any governmental authority on any amounts payable by Customer. Customer shall be responsible for all such charges, costs and taxes; provided, that, Customer shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personnel or real or personal property or other assets.

#### 5. Payment Terms.

- (a) Customer shall pay all amounts due to Seller as and when set forth in the Estimate and/or any invoice provided by Seller, but in any event no later than upon substantial completion of the Services. Customer shall make all payments hereunder by cash, check or approved credit card and in US dollars.
- (b) Seller may in its sole discretion require Customer to provide credit card or bank account information in advance of the provision of Materials or Services. If Customer has provided this information then Seller may at its option charge all amounts as and when due directly to the credit card or bank account provided.
- (c) Customer shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law. Customer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend the delivery of any Materials or performance of any Services if Customer fails to pay any amounts when due hereunder and such failure continues for five (5) days following written notice thereof.
- (d) Customer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller.

#### 6. Limited Warranty.

(a) Seller warrants to Customer that it shall perform the Services using personnel of required skill and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations

under this Agreement. This warranty shall survive for a period of one (1) year following substantial completion of the Services.

- (b) EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 6(a), SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE MATERIALS OR SERVICES, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; OR (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.
- (c) CUSTOMER ACKNOWLEDGES AND AGREES THAT SELLER OBTAINS ALL MATERIALS FROM THIRD PARTIES, DOES NOT MANUFACTURE ANY MATERIALS, IS NOT RESPONSIBLE FOR ANY ERRORS OR DEFECTS IN THE MATERIALS, AND PROVIDES THE MATERIALS WITHOUT ANY WARRANTY BY SELLER. However, Seller hereby assigns to Customer, to the extent possible and applicable, the benefits of any manufacturers' warranties applicable to the Materials.
- (d) The Seller shall not be liable for a breach of the warranty set forth in Section 6(a) unless: (i) Customer gives written notice of the defective Services, reasonably described, to Seller within fourteen (14) days of the time when Customer discovers or ought to have discovered the defect and in any event such discovery of a defect must be within one (1) year after substantial completion of the Services; (ii) if applicable, Seller is given a reasonable opportunity after receiving the notice of breach of the warranty set forth in Section 6(a) to examine such defect; and (iii) Seller reasonably verifies Customer's claim that the Services were defective when performed.
- (e) Subject to Section 6(d) above, with respect to any Services subject to a claim under the warranty set forth in Section 6(a), Seller shall, in its sole discretion, (i) repair or re-perform the applicable Services or (li) credit or refund the price of such Services at the pro rata contract rate.
- (f) THE REMEDY SET FORTH IN SECTION 6(e) SHALL BE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTIES SET FORTH IN SECTION 6(a).

### Limitation of Liability.

(a) IN NO EVENT SHALL SELLER BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

- (b) IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE MATERIALS AND SERVICES SOLD HEREUNDER OR \$500, WHICHEVER IS LESS.
- (c) The limitation of liability set forth in Section 7(b) shall not apply to (i) liability resulting from Seller's gross negligence or willful misconduct and (ii) death or bodily injury resulting from Seller's acts or omissions.
- 8. <u>Termination</u>. In addition to any remedies that may be provided under these Terms, Seller may terminate this Agreement with immediate effect upon written notice to Customer, if Customer: (a) fails to pay any amount when due under this Agreement; or (b) has not otherwise performed or complied with any of these Terms, in whole or in part.
- <u>Waiver</u>. No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller.
- Force Majeure. The Seller shall not be liable or responsible to Customer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Seller including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage, provided that, if the event in question continues for a continuous period in excess of 30 days, Customer shall be entitled to give notice in writing to Seller to terminate this Agreement.
- 11. Assignment. Customer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Customer of any of its obligations under this Agreement.
- 12. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.
- 13. Governing Law. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other

jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Texas.

- Dispute Resolution. Further, mindful of the high 14. cost of litigation, not only in dollars but also in time and energy, both Customer and Seller agree to the following dispute resolution procedure: In the event of any controversy, claim, action or dispute arising out of or related to any interpretation, construction, performance or breach of this Agreement (a "Dispute"), the party asserting the Dispute shall first try in good faith to settle such Dispute by providing written notice to the other party (by first class or registered mail) describing the facts and circumstances (including any relevant documentation) of the Dispute and allowing the receiving party 30 days in which to respond to or settle the Dispute. Customer and Seller agree that this dispute resolution procedure is a condition precedent which must be satisfied prior to initiating any proceeding against the other party. For any Dispute not resolved following the foregoing settlement resolution efforts, such Dispute shall be settled by arbitration to be held in Austin, Texas in accordance with the rules then in effect of the American Arbitration Association. The arbitrator may grant injunctions or other relief in such dispute or controversy. The decision of the arbitrator shall be final, conclusive and binding on the parties to the arbitration. Judgment may be entered on the arbitrator's decision in any court having jurisdiction.
- 15. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the Estimate or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.
- 16. <u>Severability</u>. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- 17. <u>Survival</u>. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Order including, but not limited to, the following provisions: Governing Law, Dispute Resolution and Survival.
- 18. <u>Amendment and Modification</u>. These Terms may only be amended or modified in a writing stating specifically that it amends these Terms and is signed by an authorized representative of each party.

### amazon.com

### Final Details for Order #112-8641433-0351412 Print this page for your records.

Order Placed: April 6, 2023

Amazon.com order number: 112-8641433-0351412

Order Total: \$64.86

### Shipped on April 6, 2023

Price **Items Ordered** 

6 of: ASURION 4 Year Home Improvement Protection Plan (\$70 - \$79.99)

\$9.99

Sold by: Asurion, LLC (seller profile)

Condition: New

**Shipping Address:** 

Megan Mosley Maedgen 102 CLIFF RUN HORSESHOE BAY, TX 78657-5760 United States

**Shipping Speed:** 

Standard Shipping

### **Payment information**

Payment Method:

Visa | Last digits: 3032

Item(s) Subtotal: \$59.94

Shipping & Handling: \$0.00

**Billing address** 

Mark Greene 17400 FLAGLER DR AUSTIN, TX 78738-7663

United States

Total before tax: \$59.94

Estimated tax to be collected: \$4.92

Grand Total: \$64.86

**Credit Card transactions** 

Visa ending in 3032: April 6, 2023: \$64.86

To view the status of your order, return to Order Summary.

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### amazon.com

# Final Details for Order #112-6619831-0674635 Print this page for your records.

Order Placed: April 6, 2023

Amazon.com order number: 112-6619831-0674635

Order Total: \$487.08

### Shipped on April 9, 2023

Items Ordered Price

1 of: LED Dusk to Dawn Outdoor Lighting - 2 Packs Outdoor Wall Lights for House, 13W \$74.99 3000K LED Outside Porch Lantern, Black Exterior Wall Sconce for Garage Doorway Garden, 100% Waterproof Anti-Rust

Sold by: Filiyano-US (seller profile)

Condition: New

### **Shipping Address:**

Megan Mosley Maedgen 102 CLIFF RUN HORSESHOE BAY, TX 78657-5760 United States

### **Shipping Speed:**

Amazon Day Delivery

### Shipped on April 9, 2023

Items Ordered Price

1 of: LED Dusk to Dawn Outdoor Lighting - 2 Packs Outdoor Wall Lights for House, 13W \$74.99 3000K LED Outside Porch Lantern, Black Exterior Wall Sconce for Garage Doorway Garden, 100% Waterproof Anti-Rust

Sold by: Filiyano-US (seller profile)

Condition: New

### **Shipping Address:**

Megan Mosley Maedgen 102 CLIFF RUN HORSESHOE BAY, TX 78657-5760 United States

### **Shipping Speed:**

Amazon Day Delivery

### Shipped on April 9, 2023

Items Ordered Price

1 of: LED Dusk to Dawn Outdoor Lighting - 2 Packs Outdoor Wall Lights for House, 13W \$74.99 3000K LED Outside Porch Lantern, Black Exterior Wall Sconce for Garage Doorway Garden, 100% Waterproof Anti-Rust Sold by: Filiyano-US (seller profile)

Condition: New

### **Shipping Address:**

Megan Mosley Maedgen 102 CLIFF RUN HORSESHOE BAY, TX 78657-5760 United States

### **Shipping Speed:**

Amazon Day Delivery

### Shipped on April 9, 2023

Items Ordered Price

1 of: LED Dusk to Dawn Outdoor Lighting - 2 Packs Outdoor Wall Lights for House, 13W \$74.99 3000K LED Outside Porch Lantern, Black Exterior Wall Sconce for Garage Doorway Garden, 100% Waterproof Anti-Rust Sold by: Filiyano-US (seller profile)

Condition: New

### **Shipping Address:**

Megan Mosley Maedgen 102 CLIFF RUN HORSESHOE BAY, TX 78657-5760 United States

### **Shipping Speed:**

Amazon Day Delivery

### Shipped on April 9, 2023

Items Ordered Price

1 of: LED Dusk to Dawn Outdoor Lighting - 2 Packs Outdoor Wall Lights for House, 13W \$74.99 3000K LED Outside Porch Lantern, Black Exterior Wall Sconce for Garage Doorway Garden, 100% Waterproof Anti-Rust Sold by: Filiyano-US (seller profile)

, ,

Condition: New

### **Shipping Address:**

Megan Mosley Maedgen 102 CLIFF RUN HORSESHOE BAY, TX 78657-5760 United States

### **Shipping Speed:**

Amazon Day Delivery

### Shipped on April 10, 2023

Items Ordered Price

1 of: LED Dusk to Dawn Outdoor Lighting - 2 Packs Outdoor Wall Lights for House, 13W \$74.99 3000K LED Outside Porch Lantern, Black Exterior Wall Sconce for Garage Doorway Garden, 100% Waterproof Anti-Rust

Sold by: Filiyano-US (seller profile)

Condition: New

### **Shipping Address:**

Megan Mosley Maedgen 102 CLIFF RUN HORSESHOE BAY, TX 78657-5760 United States

### **Shipping Speed:**

Amazon Day Delivery

### **Payment information**

Payment Method: Item(s) Subtotal: \$449.94

Visa | Last digits: 3032 Shipping & Handling: \$0.00

Billing address

Total before tax: \$449,94

Mark Greene Estimated tax to be collected: \$37.14
17400 FLAGLER DR

AUSTIN, TX 78738-7663
United States

Grand Total:\$487.08

Credit Card transactions Visa ending in 3032: April 10, 2023:\$487.08

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To view the status of your order, return to Order Summary.



2306 Ranch Road 620 N
Lakeway, TX 78734
(512) 222-6029
www.reliantplumbing .com
Texas State Board of Plumbing Examiners
929 E 41st St., Austin, Texas 78751
TSBPE: (512) 936-5200
www.tsbpe.state.tx.us
Jason Oliphant M-42389
Thomas Montanez M-40499

Invoice 73102646
Invoice Date 4/20/2023
Completed Date
Customer PO
Payment Term Due Upon Receipt

Billing Address Belvedere HOA 17400 Flagler Drive Austin, TX 78738 USA Job Address Megan Maedgen 17400 Flagler Drive Austin, TX 78738 USA

#### **Description of Work**

Leak at outdoor shower, after pulling cover off to bottom base of shower, the supply line fitting is broken, will need to replace fitting to resolve leak issues. Installed new fitting, turned water back onto building, leak resolved.

#### Warranty

No warranty with existing shower

1 year parts and labor warranty from Reliant Plumbing

Task # MINOR DIAG FEE	<b>Description</b> Perform preliminary diagnosis to diagnose	plumbing problem.			Quantity 1.00
Paid On 4/20/2023		<b>Type</b> Visa	Memo		Amount \$327.00
				Sub-Total Tax	\$327.00 \$0.00
				Total Due Payment	\$327.00 \$327.00
		Thank you for your bus	iness	Balance Due	\$0.00

I hereby authorize the licensed technician Evan Johnson to complete the install/repair/replacement of the amount of above articles as described in the attached estimate for repair costs of \$327.00 regardless of the amount of time taken to complete the work. I have reviewed and agree to Reliant Plumbing & Drain Cleaning LLC General Terms and Conditions. I understand that the Estimate price is good for 30 days from the written date. After the work is started, I acknowledge that other damaged or broken parts may be discovered, causing a delay in completing the job as described above. I also understand that such parts are not guaranteed or warranted by Reliant Plumbing and Drain Cleaning LLC but by the manufacturer's warranty. I acknowledge that in the event that there is a refund request for any reason after a project has begun, up to 50% may be considered refundable. Once a project has begun 50% of the project total will be considered nonrefundable. Finally, I acknowledge that Reliant Plumbing can not warranty any clogs.

4/20/2023

I hereby confirm that the install/repair/replacement of the amount \$327.00 of above articles as described in the attached estimate of repair costs have been completed to its entirety. Warranty will be voided if work is preformed by another individual or company on all work completed by Reliant Plumbing. I have personally inspected and I am satisfied with the work done by Evan Johnson.

My Mardy

hune

4/20/2023

l authorize Reliant Plumbing & Drain Cleaning LLC to charge the agreed amount to my credit card provided herein. I agree that I will pay for this purchase in accordance with the issuing bank cardholder agreement.

Migen Mardy

### RELIANT PLUMBING & DRAIN CLEANING, LLC GENERAL TERMS AND CONDITIONS

### 1. Applicability.

- (a) These terms and conditions of sale (these "Terms") are the only terms which govern the sale of the materials ("Materials") and services ("Services") by RELIANT PLUMBING & DRAIN CLEANING, LLC, a Texas limited liability company ("Seller") to you ("Customer"). These Terms shall control and prevail over any other terms or inconsistent agreements regarding the sale of the Materials and Services covered hereby.
- (b) The accompanying estimate (the "Estimate") and these Terms (collectively, this "Agreement") comprise a contract between the parties setting forth the terms and conditions of their entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral.

### 2. Delivery of Materials and Performance of Services.

- (a) If Seller does not have the Materials in stock and available for use, Materials will be ordered within a reasonable time after the receipt of Customer's Estimate, and Seller will notify Customer of the expected time frame for delivery of Materials and performance of Services. Seller shall not be liable for any delays, loss or damage to Materials in transit.
- (b) Unless otherwise agreed in writing by the parties, Seller may in its discretion deliver the Materials to the address indicated on the Estimate (the "Delivery Point") using Seller's standard methods for packaging and shipping such Materials. Title and risk of loss of Materials passes to Customer upon delivery of the Materials at the Delivery Point.
- (c) Seller shall use reasonable efforts to meet any performance dates to render the Services specified in the Estimate, and any such dates shall be estimates only. Customer agrees that Seller's performance of the Services may be delayed due to Buyer's failure to meet its obligations hereunder, including but not limited to a failure to obtain any necessary permits.
- With respect to the Services, Customer shall (i) cooperate with Seller in all matters relating to the Services and provide such access to Customer's premises, and such office accommodation and other facilities as may reasonably be requested by Seller, for the purposes of performing the Services; (ii) respond promptly to any Seller request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for Seller to perform Services in accordance with the requirements of this Agreement; (iii) provide such customer materials or information as Seller may reasonably request to carry out the Services in a timely manner and ensure that such customer materials or Information are complete and accurate in all material respects; and (iv) except to the extent expressly agreed otherwise in writing in the Estimate, obtain and maintain all necessary licenses, permits and consents (and pay all related fees) and comply with all applicable laws

In relation to the Services before the date on which the Services are to start.

- 3. <u>Customer's Acts or Omissions.</u> If Seller's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Customer or its agents, subcontractors, consultants or employees, Seller shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay.
- 4. Price. Customer shall purchase the Materials and Services from Seller at the prices (the "Prices") set forth in the Estimate. All Prices are exclusive of all sales, use and excise taxes, permit fees, and any other similar taxes, duties and charges of any kind imposed by any governmental authority on any amounts payable by Customer. Customer shall be responsible for all such charges, costs and taxes; provided, that, Customer shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personnel or real or personal property or other assets.

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- (c) Customer shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law. Customer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend the delivery of any Materials or performance of any Services if Customer fails to pay any amounts when due hereunder and such failure continues for five (5) days following written notice thereof.
- (d) Customer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller.

### 6. Limited Warranty.

(a) Seller warrants to Customer that it shall perform the Services using personnel of required skill and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations

under this Agreement. This warranty shall survive for a period of one (1) year following substantial completion of the Services.

- (b) EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 6(a), SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE MATERIALS OR SERVICES, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; OR (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.
- (c) CUSTOMER ACKNOWLEDGES AND AGREES THAT SELLER OBTAINS ALL MATERIALS FROM THIRD PARTIES, DOES NOT MANUFACTURE ANY MATERIALS, IS NOT RESPONSIBLE FOR ANY ERRORS OR DEFECTS IN THE MATERIALS, AND PROVIDES THE MATERIALS WITHOUT ANY WARRANTY BY SELLER. However, Seller hereby assigns to Customer, to the extent possible and applicable, the benefits of any manufacturers' warranties applicable to the Materials.
- (d) The Seller shall not be liable for a breach of the warranty set forth in Section 6(a) unless: (i) Customer gives written notice of the defective Services, reasonably described, to Seller within fourteen (14) days of the time when Customer discovers or ought to have discovered the defect and in any event such discovery of a defect must be within one (1) year after substantial completion of the Services; (ii) if applicable, Seller is given a reasonable opportunity after receiving the notice of breach of the warranty set forth in Section 6(a) to examine such defect; and (iii) Seller reasonably verifies Customer's claim that the Services were defective when performed.
- (e) Subject to Section 6(d) above, with respect to any Services subject to a claim under the warranty set forth in Section 6(a), Seller shall, in its sole discretion, (i) repair or re-perform the applicable Services or (li) credit or refund the price of such Services at the pro rata contract rate.
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### Limitation of Liability.

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- (b) IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE MATERIALS AND SERVICES SOLD HEREUNDER OR \$500, WHICHEVER IS LESS.
- (c) The limitation of liability set forth in Section 7(b) shall not apply to (i) liability resulting from Seller's gross negligence or willful misconduct and (ii) death or bodily injury resulting from Seller's acts or omissions.
- 8. <u>Termination</u>. In addition to any remedies that may be provided under these Terms, Seller may terminate this Agreement with immediate effect upon written notice to Customer, if Customer: (a) fails to pay any amount when due under this Agreement; or (b) has not otherwise performed or complied with any of these Terms, in whole or in part.
- 9. <u>Waiver.</u> No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller.
- Force Maleure. The Seller shall not be liable or responsible to Customer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Seller including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage, provided that, if the event in question continues for a continuous period in excess of 30 days, Customer shall be entitled to give notice in writing to Seller to terminate this Agreement.
- 11. <u>Assignment</u>. Customer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Customer of any of its obligations under this Agreement.
- 12. <u>No Third-Party Beneficiaries</u>. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.
- 13. Governing Law. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other

jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Texas.

- Dispute Resolution. Further, mindful of the high cost of litigation, not only in dollars but also in time and energy, both Customer and Seller agree to the following dispute resolution procedure: In the event of any controversy, claim, action or dispute arising out of or related to any Interpretation, construction, performance or breach of this Agreement (a "Dispute"), the party asserting the Dispute shall first try in good faith to settle such Dispute by providing written notice to the other party (by first class or registered mail) describing the facts and circumstances (including any relevant documentation) of the Dispute and allowing the receiving party 30 days in which to respond to or settle the Dispute. Customer and Seller agree that this dispute resolution procedure is a condition precedent which must be satisfied prior to initiating any proceeding against the other party. For any Dispute not resolved following the foregoing settlement resolution efforts, such Dispute shall be settled by arbitration to be held in Austin, Texas in accordance with the rules then in effect of the American Arbitration Association. The arbitrator may grant injunctions or other relief in such dispute or controversy. The decision of the arbitrator shall be final, conclusive and binding on the parties to the arbitration. Judgment may be entered on the arbitrator's decision in any court having jurisdiction.
- 15. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the Estimate or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.
- 16. <u>Severability</u>. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- 17. <u>Survival</u>. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Order including, but not limited to, the following provisions: Governing Law, Dispute Resolution and Survival.
- 18. <u>Amendment and Modification</u>. These Terms may only be amended or modified in a writing stating specifically that it amends these Terms and is signed by an authorized representative of each party.



INVOICE

Invoice:

18209 A

Invoice Date:

07/11/2023

BILL TO

PROPERTY ADDRESS

Belvedere HOA AAM-372

C/O FirstService Residential - AUSTIN
7 Lakeway Centre Court
Austin, TX 78734

Austin, TX 78734

Belvedere HOA AAM-372 17400 Flagler Drive Austin, TX 78738

Phone:512.620.7092

INVOICE	$F_{ij}(x) = i \left( \frac{1}{x} \sum_{i=1}^{n} \frac{1}{x}$	TERMS	ACCOUN	T MANAGER
07/11/2023		Net 30		Jesse Trevino
DESCRIPTION				PRICE
1105054 7 1101			Subtotal:	\$10,026.10

#25651 - Trail CleanUp

INVOICE TOTAL:

\$10,026.10

Pay This Amount:

\$10,026.10

TIME

Labor - 03/29/23 (22.24 x \$70.000) Labor - 06/13/23 (29.10 x \$70.000) Labor - 06/15/23 (30.00 x \$70.000) Labor - 06/12/23 (30.93 x \$70.000) Labor - 06/14/23 (30.96 x \$70.000)

TIME TOTAL

\$10,026.10



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

Sunscape Landscaping • PO Box 423 • Pflugerville, TX 78660

# INVOICE

DATE: 08/04/2023



5714 FM 2855 B KATY, TX 77493 832-693-8130

TO BELVEDERE ON HAMILTON POOL ROAD 17400 FLAGLER DR **AUSTIN, TX 78738** 

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
	REPAIR WORK AND REMOVALS (Greenbelt walking trails and common areas) Equipment included: Chipper & Dump Trailer, Truck, and Mini Skid Steer WEEK OF 07/31/23-08/05/23		\$18,600.00
			<b>*</b> 40.400.00
		SUBTOTAL	\$18,600.00
		SALES TAX	\$1,534.50
		TOTAL	\$20,134.50

Quotation prepared by:
This is a quotation on the goods named, subject to the conditions noted below: Describe any conditions pertaining to these prices and any additional terms of the agreement. You may want to include contingencies that will affect the quotation.
To accept this quotation, sign here and return:

THANK YOU FOR YOUR BUSINESS!



Athletic, Park, and Playground Equipment Serving Colorado, Texas, New Mexico, Oklahoma, and Arkansas since 1988 www.playwellgroup.com 800-726-1816 505-296-8900 (fax) 50% DEPOSIT INSTALLATION INVOICE
INVOICE #

Quote-10061

6/30/2023

INSTALLER

BILL TO:

Belvedere Austin Hoa Accounts Payable 17400 Flagler Drive Austin, TX 78738

(512) 264-0560

### INSTALLATION SITE:

Belvedere Austin HOA-Children's Playspace Megan Maedgen 1700 Flagler Drive Austin, TX 78738

(512) 264-0560

CUST. PO#	WORK ORDER #	TERMS	SALES	REP	COUNTY	DUE DATE
		50% DOWN/BAL ON COMPL	SFF	•	TRAVIS	6/30/2023
ITEM		DESCRIPTION		QTY	LIST PRICE	TOTAL
INSTALL-REC INSTALL-REC INSTALL-REC INSTALL-REC	LLC REMOVAL OF SNAKE L RUNG LADDER REMOVAL AND REPLA SUPPORT-TIGHTEN HA	LATION BY RECREATION INSTALL ADDER AND INSTALLATION OF CO CEMENT OF SLIDE EXIT AND ROWARE AS NECESSARY FALLATION OF 2 SPRING RIDERS AR MATS		0.5 0.5 0.5 2.5	3,440.86 3,139.78 1,200.00 161.29	1,720.43 1,569.89 600.00 403.23
	·					

REMIT PAYMENT TO: PLAYWORKS INC. 203A STATE HIGHWAY 46 EAST BOERNE, TX 78006

TOTAL	\$4,293.55		
PAYMENTS	\$0.00		
50% BALANCE DUE	\$4,293.55		

PAYMENT IN FULL is required by the TERMS set forth above. We retain full interest of Items purchased under this invoice until full payment has been received. Play Safely and PlayWell.

CREDIT CARD FEE NOTICE: Effective July 1, 2023, a credit card usage fee of 3.5% will be applied to sales settled by credit card. No fees apply to payment by ACH, check, money order, and wire transfer. Sorry no C.O.D. orders



Bill To: BELVEDERE HOA 17400 FLAGLER DR AUSTIN, TX 78738-7663 Account Number 10511046 Invoice Date 4/24/2023 Invoice Number 667574294-5 P.O.

Service Location:

Belvedere HOA 17400 Flagler Dr Austin, TX 78738-7663 Belvedere HOA

### Services Provided

Service	Price
Rodent/Wildlife Management - Every-Other	\$90.00
Tax	\$7.43
Balance	\$97.43

Rodent Management Program Provides for ongoing control of rodents in the structure and coverage includes the physical control, trapping, and removal of animals. Sealing all ac lines holes, plumbing lines holes, vents, ridge cap, eaves, soffit vents and metal joints.

Please return this portion with your payment			
Remit To ABC Home & Commercial Services ATTN: AUSTIN	Amount Paid:	Check No.:	
9475 E Hwy 290 Austin, TX 78724 512-837-9500	Credit Card No.:	CSV Code:	
www.abchomeandcommercial.com/austin austin@goanteater.com	Expiration:	·	
Account Number 10511046	Signature:		
Invoice Number 667574294-5			







# STEPHENE'S

11122 West Cave Blvd Dripping Springs, Texas 78620 Phone: 512-203-2227

Belvedere

INVOICE 407-A

Mar 25, 2023

Send payment to:

For:

Stephen's Enterprises 11122 West Cave Blvd Belvedere Homeowner Association

Maintenance

Dripping Springs, TX 78620

Payment is due upon receipt of this

invoice

### **DESCRIPTION**

The following services were completed from April 9 – April 22

Periodic trash pick-up on Hamilton pool Rd,	, Streets (HOA)	4hrs
Community, Trails (MUD)		4hrs
Trash (MUD)		3hrs
Wipe down bollards in parking lot (HOA)		1hrs
Remove and install patio lighting (MUD)		250.00
Clean interior/exterior windows (MUD)		500.00
Lighting & Windows		\$750.00
(MUD)Labor – 7 @ \$28.00 (Trash, Trails)		\$196.00
	Total (MUD)	\$196.00
(HOA) labor – 5 @ \$28.00		\$140.00
	Total (HOA)	\$140.00
	GRAND TOTAL	\$1086.00

810370 TWIST AND SEAL CORD PROTE 6.58

SUBTOTAL:

6.58

TAX:

0.54

INVOICE 07167 TOTAL:

7.12

VISA:

7.12

VISA: XXXXXXXXXXXXXX7887 AMOUNT: 7.12 AUTHCD: 489029

CHIP REFID: 194807114620 06/21/23 08:45:51

APL: US DEBIT TVR: 8080088000

AID: A0000000980840 TSI: 6800

STORE: 1948 TERMINAL: 07 06/21/23 08:45:59

# OF ITEMS PURCHASED:

EXCLUDES FEES, SERVICES AND SPECIAL ORDER ITEMS



THANK YOU FOR SHOPPING LOWE'S. FOR DETAILS ON OUR RETURN POLICY, VISIT LOWES.COM/RETURNS A WRITTEN COPY OF THE RETURN POLICY IS AVAILABLE AT OUR CUSTOMER SERVICE DESK

STORE MANAGER: JUSTIN ONTIVEROS

LOWE'S PRICE PROMISE



### **INVOICE #2900**

ISSUED:

DUE:

Mar 28, 2023

Apr 12, 2023

RECIPIENT:

**Belvedere HOA** 

17400 Flagler Drive Austin, Texas 78738

Phone: 5122640560

PO Box 1677

Dripping Springs, TX 78620

Phone: 512-299-0380

Email: info@luxoutdoorlighting.org Website: www.luxoutdoorlighting.org

**SERVICE ADDRESS:** 

17400 Flagler Drive Austin, Texas 78738

### For Lighting Services at Amenity Center

PRODUCT / SERVICE	DESCRIPTION	QTY.	UNIT PRICE	TOTAL
Troubleshooting/Repairs	Outdoorlighting troubeshooting and repairs. Plus materials - Resecured 3 lights to trees (Ice Storm) 2 hour minimum.	2	\$115.00	\$230.00 <b>*</b>

***	Subtotal	\$230.00
* Non-taxable  Amenity Center	No tax (0.0%)	\$0.00
Thank you for your business. Please contact us with any questions regarding this	Total	\$230.00
invoice.	Account balance	\$230.00

# SURPHENT'S

11122 West Cave Blvd Dripping Springs, Texas 78620 Phone: 512-203-2227

Belvedere

INVOICE 401

Jan 15, 2023

Send payment to:

For:

Stephen's Enterprises

Belvedere Homeowner Association

11122 West Cave Blvd

Maintenance

Dripping Springs, TX 78620

Payment is due upon receipt of this

invoice

### **DESCRIPTION**

The following services were completed from Jan 15 – Jan 28

Periodic trash pick-up on Hamilton pool Rd, Streets (HOA)	4hrs
Community, Trails (MUD)	4hrs
Trash (MUD)	3hrs
Wipe down bollards in parking lot (HOA)	1hrs

(MUD)Labor – 7 @ \$28.00 (Trash, Trails)		\$196.00
	Total (MUD)	\$196.00

GRAND TOTAL \$336.00

## STEPHENT'S Koreniphies

11122 West Cave Blvd Dripping Springs, Texas 78620 Phone: 512-203-2227

Belvedere

INVOICE 398

Dec 17, 2022

Send payment to:

For:

Stephen's Enterprises

Belvedere Homeowner Association

11122 West Cave Blvd

Maintenance

Dripping Springs, TX 78620

Payment is due upon receipt of this

invoice

### DESCRIPTION

The following services were completed from Dec 4 – Dec 17

Periodic trash pick-up on Hamilton pool Rd, Streets (HOA) Community, Trails (MUD) Trash (MUD) Wipe down bollards in parking lot (HOA) Repair patio door (HOA)		4hrs 4hrs 3hrs 1hrs 1hrs	
(MUD)Labor – 7 @ \$28.00 (Trash, Trails)	Total (MUD)	\$196.00 \$196.00	
(HOA) labor – 6 @ \$28.00	Total (HOA)	\$168.00 \$168.00	
	GRAND TOTAL	\$364.00	

# STEPHIENT'S

11122 West Cave Blvd Dripping Springs, Texas 78620 Phone: 512-203-2227

Belvedere

INVOICE 411

July 2, 2023

Send payment to:

For:

Stephen's Enterprises

Belvedere Homeowner Association

11122 West Cave Blvd

Maintenance

Dripping Springs, TX 78620

Payment is due upon receipt of this

invoice

### **DESCRIPTION**

The following services were completed from Jun 18 - July1

Periodic trash pick-up on Hamilton pool Rd, Streets (HOA)	2hrs
Community, Trails (MUD)	4hrs
Trash (MUD)	3hrs
Wipe down bollards in parking lot (HOA)	1hr
Pool furniture haul off/ go get and set-up/storage (HOA)	6hrs
Remove and install new no outlet (HOA)	150.00

(MUD)Labor – 7@ \$28.00 (Trash, Trails)	Total (MUD)	\$196.00 \$196.00
NO outlet sign (HOA) labor – 9 @ \$28.00	Total (HOA)	\$150.00 <u>\$252.00</u> \$402.00
	GRAND TOTAL	\$598.00

### **INVOICE**



DATE: 07/28/2023

5714 FM 2855 B KATY, TX 77493 832-693-8130

TO BELVEDERE ON HAMILTON POOL ROAD 17400 FLAGLER DR AUSTIN, TX 78738

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
	REPAIR WORK AND REMOVALS (Greenbelt walking trails and common areas) Equipment included: Chipper & Dump Trailer, Truck, and Mini Skid Steer WEEK OF 07/24-29/23		\$18,600.00
		SUBTOTAL	\$18,600.00
		SALES TAX	\$1,534.50
		TOTAL	\$20,134.50

Quotation prepared by:
This is a quotation on the goods named, subject to the conditions noted below: Describe any conditions pertaining to these prices and any additional terms of the agreement. You may want to include contingencies that will affect the quotation.
To accept this quotation, sign here and return:

THANK YOU FOR YOUR BUSINESS!



BILVEDERE HOA 17400 FLAGLER DR AUSTIN, TX 78738-7663 Account Number 10511046 Invoice Date 6/30/2023 Invoice Number 667574294-6 P.O.

### Service Location:

Belvedere HOA 17400 Flagler Dr Austin, TX 78738-7663 Belvedere HOA

### Services Provided

Service	Price
Rodent/Wildlife Management - Every-Other	\$90.00
Тах	\$7.43
Balance	\$97.43

Rodent Management Program Provides for ongoing control of rodents in the structure and coverage includes the physical control, trapping, and removal of animals. Sealing all ac lines holes, plumbing lines holes, vents, ridge cap, eaves, soffit vents and metal joints.

# Remit To ABC Home & Commercial Services ATTN: AUSTIN 9475 E Hwy 290 Austin, TX 78724 512-837-9500 www.abchomeandcommercial.com/austin austin@goanteater.com Expiration: Account Number 10511046 Signature:

Please return this portion with your payment







# ORDER APPROVING THE INVESTMENT POLICY OF BELVEDERE MUNICIPAL UTILITY DISTRICT

THE STATE OF TEXAS \$

COUNTY OF TRAVIS \$

**WHEREAS**, the Belvedere Municipal Utility District (the "District") has adopted a written investment policy concerning the investment of its funds under its control as required by Chapter 2256 the Texas Government Code, which is also known as the Texas Public Funds Investment Act (the "Investment Policy");

**WHEREAS**, the Investment Policy and investment strategies are contained within the District's rules and policies;

**WHEREAS,** pursuant to the Investment Policy and the Texas Public Funds Investment Act, the District's Board of Directors must review the Investment Policy and investment strategies at least annually; and

**WHEREAS**, the District's Board of Directors has reviewed the Investment Policy and has determined that changes or amendments to the Investment Policy are necessary at this time due to changes to the Texas Public Funds Investment Act made in the 88<sup>th</sup> Texas Legislative Session.

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

- **Section 1:** The above recitals are true and correct and are incorporated into this Order for all purposes.
- **Section 2:** The District's Board of Directors has reviewed the District's Investment Policy and investment strategies therein, and has determined that amendments to the Investment Policy are necessary at this time to make changes consistent with amendments to the Texas Public Funds Investment Act made in the 88<sup>th</sup> Texas Legislative Session.
- **Section 3.** The District's revised Investment Policy is included as <u>Attachment A</u> and is incorporated into this Order for all purposes.

### PASSED AND APPROVED this 27th day of September, 2023.

BELVEDERE MUNICIPAL UTILITY DISTRICT

James Koerne

President, Board of Directors

ATTEST:

Kim Clifford

Secretary, Board of Directors

### **ATTACHMENT "A"**

### **INVESTMENT POLICY**

# INVESTMENT POLICY AND STRATEGY FOR BELVEDERE MUNICIPAL UTILITY DISTRICT

(the "Investment Policy")

### I. GENERAL POLICY

It is the policy of the Belvedere Municipal Utility District (the "District") to invest public funds in a manner which will provide the maximum security of principal while meeting the daily cash flow demands of the District and achieving a reasonable rate of return while conforming to all state statutes and District regulations governing the investment of public funds, including, but not limited to, the Texas Public Funds Investment Act, Chapter 2256 of the Texas Government Code.

### II. SCOPE

This Investment Policy applies to all financial assets held directly by the District. These financial assets are accounted for in the District's annual financial reports and include all moneys in the following funds:

- General Fund
- Debt Service Fund
- Capital Projects Fund
- Debt Service Reserve Fund
- Any new fund created by the governing body

Financial assets of the District held and invested by trustees or fiscal agents are excluded from these policies; however, such assets shall be invested in accordance with state laws applicable to the investment of local government funds and in accordance with the District's primary investment objectives.

### III. INVESTMENT OBJECTIVES

The District's primary investment objectives, in order of priority, are the following:

A. <u>Safety</u>. Safety of principal is the foremost objective of the District's investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, diversification is required in order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio.

- B. <u>Liquidity</u>. The District's investment portfolio shall remain sufficiently liquid to enable the District to meet all operating requirements which might be reasonably anticipated.
- C. <u>Return on Investment</u>. The District's investment portfolio shall be designed with the objective of attaining a market rate of return throughout the budgetary and economic cycles, taking into account the District's investment risk constraints and the cash flow characteristics of the portfolio.

### IV. INVESTMENT AUTHORITY

Management responsibility for the District's investment program is hereby delegated to the District's Operational and Systems Manager. The Operational and Systems Manager shall designate an individual within such firm to serve as the District's Investment Officer and so notify the District in writing, as to such individual's name, along with a certification that such individual has completed the investment training as required by Chapter 2256 of the Government Code, as may be amended from time to time. The District's Board of Directors (the "Board") shall have the authority to establish additional specific written procedures for the operation of the investment program which are consistent with this Investment Policy. The procedures shall include explicit delegation of authority, if any, to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Board. The Investment Officer shall be ultimately responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials and employees. The controls shall be designed to prevent and control losses of public funds arising from fraud, employee error, misrepresentation by third parties, unanticipated changes in financial markets or imprudent actions by officers and employees. The Investment Officer shall maintain all records related to the District's investment program.

### V. PRUDENT PERSON RULE

The actions of the Investment Officer in the performance of his or her duties as manager of the District's funds shall be evaluated using the "prudent person" standard. Investments shall be made with judgment and care under prevailing circumstances which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment considering the probable safety of their capital as well as the probable income to be derived.

The Investment Officer acting in accordance with written procedures and exercising due diligence shall be relieved of personal responsibility for an individual security's performance provided that deviations from expectations are reported in a timely fashion to the Board and appropriate action is taken to control adverse developments.

### VI. AUTHORIZED INVESTMENTS

The funds of the District available for investment shall be invested in accordance with this policy and all applicable state statutes only in the following types of investment instruments:

### **Authorized Investment Instruments**

- 1. Obligations, including letters of credit, of the United States and of its agencies and instrumentalities.
- 2. Direct obligations of the State of Texas or its agencies and instrumentalities.
- 3. Collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States;
- 4. Other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, this state or the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States; and
- 5. Obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than "A" or its equivalent; provided, however, that for options 1 through 5, none of the following conditions exist (collectively, the "Exceptions"):
  - obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal;
  - b. obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest:
  - c. collateralized mortgage obligations that have a stated final maturity date of greater than 10 years; and
  - d. collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

### 6. Certificates of deposit:

- a. where the certificate is issued by a depository institution that has its main office or a branch office in this state and is:
  - (i) guaranteed or insured by the Federal Deposit Insurance Corporation or its successor or the National Credit Union Share Insurance Fund or its successor;
  - (ii) secured by obligations that are described by Investment No. 5, above, including mortgage backed securities directly issued by a federal

agency or instrumentality that have a market value of not less than the principal amount of the certificates, but excluding those mortgage backed securities of the nature described by the Exceptions; or

(iii) secured in any other manner and amount provided by law for deposits of the investing entity; or

### b. whereby:

- (i) the certificates are issued through:
  - (A) a broker that has its main office or a branch office in this state and is selected from a list adopted by the District in accordance with the PFIA; or
  - (B) a depository institution that has its main office or a branch office in this state and that is selected by the District:
- (ii) such broker or depository institution arranges for the deposit of the funds in certificates of deposit in one or more federally insured depository institutions, wherever located, for the account of the investing entity;
- (iii) the full amount of the principal and accrued interest of each of the certificates of deposit is insured by the United States or an instrumentality of the United States; and
- the District appoints the depository institution selected by the investing entity under Subsection (a), an entity described by Section 2257.041(d) of the Public Funds Collateral Act, Texas Government Code, Chapter 2257, or a clearing broker-dealer registered with the Securities and Exchange Commission and operating pursuant to Securities and Exchange Commission Rule 15c3-3 (17 C.F.R. Section 240.15c3-3) as custodian for the investing entity with respect to the certificates of deposit issued for the account of the District.

### 7. A fully collateralized repurchase agreement, if such agreement

- a. has a defined termination date;
- b. is secured by a combination of cash and the obligations set forth in No. 1, above, and placed through a primary government securities dealer or a financial institution doing business in Texas;
- c. requires the securities being purchased by the entity or cash held by the entity to be pledged to the entity either directly or through a joint account approved by the entity, held in the entity's name either directly or through a joint account approved by the entity, and deposited at the time the investment is made with the entity or with a third party selected and approved by the entity; and
- d. is placed through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in this state.

A fully collateralized repurchase agreement may be submitted for clearing and settlement to a covered clearing agency, as defined by the Securities and Exchange Commission Rule in 17Ad-22 (17.C.F.R. Section 240.17Ad-22).

An investment management firm that has been authorized to invest in repurchase agreements using a joint account must ensure that (1) accounting and control procedures are implemented to document the District's aggregate daily investment and pro rata share in the joint account; (2) each party participating in the joint account retains the sole rights of ownership to its pro rata share of assets invested in the joint account, including investment earnings on those assets; and (3) policies and procedures are implemented to prevent a party participating in the joint account from using any part of the balance of the joint account that is credited to another party.

- 8. Bankers' acceptance, if such acceptance:
  - a. has a stated maturity of 270 days or less;
  - b. will be liquidated in full at maturity;
  - c. is eligible for collateral for borrowing from a Federal Reserve Bank; and
  - d. is accepted by a bank organized and existing under the laws of the United States or any state, if the short-term obligations of the bank, or of a bank holding company of which the bank is the largest subsidiary, are rated not less than A-1 or P-1 or an equivalent rating by at least one nationally recognized credit rating agency.
- 9. Money market mutual funds which are no-load and are:
  - a. registered with and regulated by the Securities and Exchange Commission (SEC);
  - b. provides the investing entity with a prospectus and other information required by the Securities Exchange Act of 1934 (15 U.S.C. § 78a *et. seq.*) or the investment company act of 1940 (15 U.S.C. § 80a-1 *et. seq.*); and
  - c. complies with federal Securities and Exchange Commission Rule 2a-7 (17 C.F.R. § 270.2a-7), promulgated under the Investment Company Act of 1940 (15 U.S.C. § 80a-1 *et. seq.*).
- 10. A no-load mutual fund if the mutual fund is:
  - a. registered with the SEC;
  - b. has an average weighted maturity of less than two (2) years; and
  - c. either:
    - (i) has a duration of one (1) year or more and is invested exclusively in obligations approved by Subchapter A of the Texas Public Funds Investment Act; or
    - (ii) has a duration of less than one (1) year and the investment portfolio is limited to investment grade securities, excluding asset-backed securities.

- 11. Interest-bearing banking deposits that are guaranteed or insured by:
  - a. the Federal Deposit Insurance Corporation or its successor; or
  - b. the National Credit Union Share Insurance Fund or its successor.
- 12. Interest-bearing banking deposits other than those described by Section 11 (above) if:
  - a. the funds invested in the banking deposits are invested through:
    - (i) a broker with a main office or branch office in this state that the investing entity selects from a list the governing body or designated investment committee of the entity adopts as required by Section 2256.025 of the Texas Government Code; or
    - (ii) a depository institution with a main office or branch office in this state that the investing entity selects;
  - b. the broker or depository institution selected as described by Paragraph (A) arranges for the deposit of the funds in the banking deposits in one or more federally insured depository institutions, regardless of where located, for the investing entity's account;
  - c. the full amount of the principal and accrued interest of the banking deposits is insured by the United States or an instrumentality of the United States; and
  - d. the investing entity appoints as the entity's custodian of the banking deposits issued for the entity's account:
    - (i) the depository institution selected as described by Paragraph (a);
    - (ii) an entity described by Section 2257.041(d); or
    - (iii) a clearing broker dealer registered with the Securities and Exchange Commission and operating under Securities and Exchange Commission Rule 15c3-3 (17 C.F.R. Section 240.15c3-3).
- 13. Securities issued by a state or local government, or any instrumentality or agency thereof, in the United States, and rated in one (1) of the three (3) highest categories by a nationally recognized rating agency.
- 14. Investment Pools which invest instruments and follow practices allowed by current law. The Board of Directors must approve a formal agreement to participate (by resolution) in each pool providing services to the District. The pool must be continuously rated no lower than AAA or AAA-m or at an equivalent rating by at least one nationally recognized rating service. A public funds investment pool created to function as a money market mutual fund must mark its portfolio to market daily and, to the extent reasonably possible, stabilize at a \$1 net asset value. The pool must provide monthly reports that contain:
  - 1. the types of investments in which money is allowed to be invested;

- 2. the maximum average dollar-weighted maturity allowed, based on the stated maturity date, of the pool;
- 3. the maximum stated maturity date any investment security within the portfolio has;
- 4. the objectives of the pool;
- 5. the size of the pool;
- 6. the names of the members of the advisory board of the pool and the dates their terms expire;
- 7. the custodian bank that is safekeeping the assets of the pool;
- 8. whether the intent of the pool is to maintain a net asset value of one dollar and the risk of market price fluctuation;
- 9. whether the only source of payment is the assets of the pool at market value or whether there is a secondary source of payment, such as insurance or guarantees, and a description of the secondary source of payment;
- 10. the name and address of the independent auditor of the pool;
- 11. the requirements to be satisfied for an entity to deposit funds in and withdraw funds from the pool and any deadlines or other operating policies required for the entity to invest funds in and withdraw funds from the pool;
- 12. the performance history of the pool, including yield, average dollar-weighted maturities, and expense ratios; and
- 13. the pool's policy regarding holding deposits in cash.

Any investment pool that is created to function as a money market mutual fund must maintain a maximum average dollar weighted maturity that does not exceed 90 days; and,

Any investment pool that does not meet the requirements of one that is created to function as a money market mutual fund, must maintain a maximum average dollar weighted maturity that does not exceed 365 days (or 366 days in the case of a leap year) and must provide a fixed interest rate and fixed maturity term for each pool position.

A public funds investment pool that uses amortized cost or fair value accounting must mark its portfolio to market daily, and, to the extent reasonably possible, stabilize at a \$1.00 net asset value, when rounded and expressed to two decimal places. If the ratio of the market value of the portfolio divided by the book value of the portfolio is less than 0.995 or greater than 1.005, the governing body of the public funds investment pool shall take action as the body determines necessary to eliminate or reduce to the extent reasonably practicable any dilution or unfair result to existing participants, including a sale of portfolio holdings to attempt to maintain the ratio between 0.995 and 1.005. In addition to the requirements of its investment policy and any other forms of reporting, a public funds investment pool that uses amortized cost shall report yield to its investors in accordance with regulations of the federal Securities and Exchange Commission applicable to reporting by money market funds.

15. Bond proceeds and pledged revenue, only to the extent permitted by the Public Funds Investment Act, in accordance with this policy and statutory provisions governing the debt issuance or the agreement, as applicable. "Pledged Revenue" means money pledged to the payment of or as security for: (1) bonds or other indebtedness issued by the District; (2) obligations under a lease, installment sale, or other agreement of the District; or (3) certificate of participation in a debt obligation described by Section 15(1) or Section 15(2).

### VII. DIVERSIFICATION OF INVESTMENTS

The District recognizes that some level of risk is inherent in any investment transaction. Losses may be incurred due to issuer default, market price changes, or closing investments prior to maturity due to unanticipated cash flow needs. Diversification of the District's investment portfolio by institution, type of investment, instrument, and term to maturity is the primary method to minimize investment risk.

### VIII. INVESTMENT STRATEGY BY FUND

1. <u>Debt Service Funds</u> – The District shall maintain as its primary objective to maximize the suitability of the investment in such funds to the financial requirements of the District, while preserving the safety of principal with regard to all monies collected or allocated for debt service. Secondly, the District will seek to maximize the return on such funds while insuring sufficient funds for timely payments of its debt obligations.

In order to accomplish this, the District will invest such funds in amounts and maturity dates that most likely match the debt service requirements of the District, taking into account the need for liquidity, marketability if the need arises to liquidate, diversification and yield.

2. Operating Fund – The District shall maintain as its primary objective to maximize the suitability of the investment in such funds to the financial requirements of the District, while preserving the safety of principal with regard to all monies collected or allocated for debt service. Secondly, the District will seek to maximize the return on such funds while insuring sufficient funds for timely payments of its debt obligations.

In order to accomplish this, the District will maintain adequate balances in short-term investments with necessary liquidity to ensure that sufficient funds are available for the continued operations of the District. Funds will not be invested in securities with stated maturities that exceed the reasonable expected expenditure time period. This strategy is intended to ensure that the District will avoid liquidating all or part of its investments in uncertain market conditions.

- 3. <u>Debt Service Reserve Funds</u> Investment strategies for debt service reserve fund shall have as the primary objective to maximize the suitability of the investment in such funds to the financial requirements of the District, while preserving the ability to generate a dependable revenue stream to the appropriate debt service fund from securities with a low degree of volatility. Except as may be required by the bond ordinance specific to an individual issue, securities should be of high quality, with short to intermediate term maturities. Volatility shall be further controlled through the purchase of securities carrying the highest coupon available within the desired maturity and quality range, without paying a premium, if at all possible. Such securities will tend to hold their value during economic cycles.
- 4. <u>Capital Improvement Fund</u> The District may choose to have a capital improvement fund or capital projects fund from time to time and, if so, shall maintain as its primary objective to maximize the suitability of the investment in such funds to the financial requirements of the District while preserving the safety of principal with regard to all monies collected or allocated for such fund. Secondly, the District will seek to maximize the return on such funds while insuring sufficient funds for timely payments of its budgeted capital obligations.

In order to accomplish this, the District will maintain adequate balances in short-term investments with necessary liquidity to ensure that sufficient funds are available for the capital programs of the District. Funds will not be invested in securities with stated maturities that exceed the reasonable expected expenditure time period. This strategy is intended to ensure that the District will avoid liquidating all or part of its investments in uncertain market conditions.

To the extent possible, the District will attempt to match its investments with uninterrupted cash flow requirements. Unless matched to a specific cash flow need, the District's funds should not, in general, be invested in securities maturing more than 10 (ten) years from the date of purchase.

### IX. AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS

The District's Investment Officer shall maintain a list of financial institutions authorized to provide investment services to the District. In addition, a list shall be maintained of approved security brokers/dealers who maintain an office in the State of Texas.

All financial institutions and broker/dealers who desire to provide investment services to the District shall execute a written statement stating that an authorized principal of the business has received and thoroughly reviewed the Investment Policy and that reasonable procedures and controls have been implemented to preclude imprudent investment activities. Additionally, these firms should supply the District's Investment Officer with information sufficient to adequately evaluate the institution and answer any and all inquiries posed by the District's Investment Officer or the governing body, including the following information:

- A. Audited financial statements.
- B. Regulatory reports on financial conditions.
- C. Written memorandum of Agreement for the deposit of public funds or trading resolution, as appropriate.
- D. Proof of National Association of Security Dealers certification and proof of state registration.
- E. Any additional information considered necessary to allow the District's Investment Officer to evaluate the credit worthiness of the institution.

The District's Investment Officer shall evaluate the financial capacity and credit worthiness of financial institutions and broker/dealers prior to the placement of the District's funds. The District's Investment Officer shall conduct an annual review of the financial condition and registrations of financial institutions and broker/dealers and, based on the review, make any recommendations regarding investment policy or program changes determined to be necessary.

### X. SAFEKEEPING AND CUSTODY

To protect against potential fraud and embezzlement, investment assets shall be secured through third-party custody and safekeeping procedures. Bearer instruments shall be held only through third-party institutions. The District's Investment Officer and any other officers or employees of the District authorized to engage in investment transactions shall be bonded in an amount established by the governing body. Collateralized securities, such as repurchase agreements shall be purchased using the delivery vs. payment procedure. Money market mutual funds used for investments must provide for independent custodians of their portfolios and delivery vs. payment on their portfolio securities. The safekeeping procedures utilized in the District's investment program shall be reviewed annually by the independent auditor.

### XI. COLLATERAL

It is the policy of the District to require that all cash and investments maintained in any financial institution named as a depository be collateralized. In order to anticipate market changes and provide a level of security for all funds, the collateralization level shall be 100% of the market value of principal, plus accrued interest. Collateral shall be limited to the types of instruments authorized as collateral for public funds under the Texas Public Funds Investment Act, Chapter 2256 of the Texas Government Code.

Collateral shall always be held by an independent third-party custodian with whom the District has a current custodial agreement. A clearly marked evidence of ownership (safekeeping receipt) must be supplied to the District and retained by the District's Investment Officer. The right of collateral substitution is hereby granted.

### XII. INVESTMENT MONITORING/REPORTING

The District's Investment Officer shall prepare and submit to the governing body at least quarterly a report to the District Board of Directors regarding the status of the District's investment program. The report shall:

- A. Describe in detail the investment position of the District;
- B. Name of financial institution from which the investment was purchased or in which assets are deposited.
- C. Type of investment.
- D. Certificate or other reference number, if applicable.
- E. Percentage yield on an annualized basis.
- F. Purchase date, purchase price and maturity date.
- G. Current market value of the investment.:
- H. State the reporting period beginning book and market value, fully accrued interest during the period, and ending book and market value for the period for each pooled fund group;
- I. State the reporting period ending book and market value for each investment security by asset type and fund type;
- J. State the maturity date of each investment security;
- K. State the fund type for which each investment security was purchased, and;
- L. State the compliance of the investment portfolio with the District's Investment Policy and the Public Funds Investment Act.

In addition, the report shall explain the quarter's total investment return and compare the return with budgetary expectations.

The quarterly report shall also explain the quarter's total investment return, compare the return with budgetary expectation, and shall summarize recent market conditions, economic developments and anticipated investment conditions, rating changes in the District's investments (if any), and indicate any areas of policy concern and suggested revisions of investment strategies. Copies of the report shall be submitted to the District Board of Directors. The Investment Officer shall make the reports from the holders of the District's investments available upon request.

### XIII. AUDIT

In connection with the audit of the District's funds conducted by an independent certified public accountant, the auditor shall conduct a review of the District's investment program, including internal controls and procedures, and the results of the reviews, including recommended changes, shall be included in the District's audit.

### XIV. INVESTMENT POLICY ADOPTION

The District's Investment Policy shall be adopted by order of the Board and shall become effective on the date set forth in the order. The Investment Policy shall be reviewed annually and revised, as appropriate. Any amendments to this policy must be made by order of the Board.

Any investment held on the date of the initial adoption of this policy which does not meet the guidelines of this Investment Policy shall be exempted from its provisions. At maturity or liquidation, the monies so invested, if reinvested, shall be reinvested only in accordance with this policy. The District's Investment Officer may take a reasonable period of time to adjust the existing portfolio to the provisions of this policy in order to avoid the premature liquidation of any current investment.

### **CERTIFICATION**

I hereby certify that I have received and thoroughly reviewed the investment policy of Belvedere Municipal Utility District ("District") and have implemented reasonable procedures and controls designed to preclude imprudent investment activities arising out of investment transactions conducted between this firm and the District. Transactions between this firm and the District will be directed towards protecting the District from credit or market risk.

All the sales personnel of this firm dealing with the District's account have been informed and will be routinely informed of the District's investment horizons, limitations, strategy and risk constraints, whenever we are so informed.

This firm pledges due diligence in informing the District through its duly appointed Chief Financial Officer and its duly appointed Investment Officer of foreseeable risks associated with financial transactions connected to this firm.

(Firm)
(Signature of Registered Principal)
(Name)

(Title)			
(Date)			

Notification Phone Nos. & Addresses of the District:

Board of Directors
Belvedere Municipal Utility District
c/o David Klein
Lloyd Gosselink Rochelle
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