

#### ARMBRUST & BROWN, PLLC

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#### **MEMORANDUM**

TO: Board of Directors of Highlands at Mayfield Ranch Municipal Utility District

Darlene Oordt Frederick W. Franklin

Carl Highsmith Bari L. Fennell

Stacy Henderson

FROM: Jaime Colmenero, Legal Assistant

DATE: September 15, 2022

RE: Highlands at Mayfield Ranch Municipal Utility District

September 22, 2022 Meeting

Enclosed please find the agenda and support documents for the above-referenced meeting, which will be held on <u>Thursday, September 22, 2022, at 6:00 p.m.</u>, at the Highlands at Mayfield Ranch Amenity Center at 3810 Bainbridge Cove, Round Rock, Texas 78681.

If you will not be able to attend the meeting please contact Jaime Colmenero at (512) 435-2367 or <a href="mailto:jcolmenero@abaustin.com">jcolmenero@abaustin.com</a>, or contact Christy Trahan at (512) 435-2327 or <a href="mailto:ctrahan@abaustin.com">ctrahan@abaustin.com</a> as soon as possible so that we can determine whether a quorum of the Board of Directors will be available.

cc: Sean Abbott

Blake Magee/Amy Payne Catherine Mitchell Mary Bott/Allen Douthitt

Julie Peak/Spencer Day

Noel Barfoot\*\* Carol Polumbo\*\* Clayton Chandler\*\* Cyndi Means\*\*

<sup>\*\*</sup>Agenda Only Via Email

## HIGHLANDS AT MAYFIELD RANCH MUNICIPAL UTILITY DISTRICT AGENDA

#### **September 22, 2022**

TO: THE BOARD OF DIRECTORS OF HIGHLANDS AT MAYFIELD RANCH MUNICIPAL UTILITY DISTRICT AND ALL OTHER INTERESTED PERSONS:

Notice is hereby given that the Board of Directors of Highlands at Mayfield Ranch Municipal Utility District will hold a meeting **at 6:00 p.m. on Thursday, September 22, 2022,** at the Highlands at Mayfield Ranch Amenity Center, 3810 Bainbridge Cove, Round Rock, Texas 78681. The following matters may be considered and acted upon at the meeting:

#### **PUBLIC COMMENT**

- 1. Citizens' communications and Board member announcements;
- 2. Resident inquiries/communications;

#### **CONSENT ITEMS**

(These items may be considered and acted upon collectively. Any of these items may be pulled for discussion upon the request of any member of the Board.)

3. Minutes of August 25, 2022 Board meeting;

#### OTHER DISCUSSION/ACTION ITEMS

- 4. Proposal from Texas Disposal Systems and Recycling and Solid Waste Disposal Services Agreement;
- 5. Bookkeeper's report and related action items, including:
  - (a) Fund transfers and payment of bills and invoices;
  - (b) Security patrol report;
- 6. Engineer's report and related action items, including:
  - (a) Water quality pond maintenance, including:
    - i. Report from Aquatic Features, Inc.;
    - ii. Ponds no. 4 and 5 sediment removal, including approval of any pay estimates and/or change orders;
  - (b) Status of storm water management plan waiver application;
  - (c) Status of manhole coating repair;
  - (d) Lift station pump, including status of repairs;
  - (e) Greenbelt and trail items;

- (f) Pond no. 5, including:
  - i. Fencing, including status of project;
  - ii. Fountain electrical assessment;
  - iii. Fountain, including consideration of authorization to perform diagnostic visit:
- (g) Sections 4B & 6B wastewater line televising, including approval of proposal from CleanView Resources;
- (h) Schedule of hourly rates;
- 7. Report from HOA subcommittee;
- 8. Attorney's report and related action, including:
  - (a) Enforcement activities and penalties for violations of Rules Regarding Erosion Control and Protection of District Utility Systems;
  - (b) Arbitrage rebate compliance summary for District's outstanding bonds and arbitrage rebate review of District's \$6,500,000 Unlimited Tax Bonds, Series 2017;
- 9. Future Board meeting schedule and agenda items.

The Board of Directors is authorized by the Texas Open Meetings Act, Chapter 551, Texas Government Code, to convene in closed or executive session for certain purposes including receiving legal advice from the District's attorney (Section 551.071); discussing real property matters (Section 551.072); discussing gifts and donations (Section 551.073) discussing personnel matters (Section 551.074); discussing security personnel or devices (Section 551.076); or discussing information technology security practices (Section 551.089). If the Board of Directors determines to go into executive session to discuss any item on this agenda, the Presiding Officer will announce that an executive session will be held and will identify the item to be discussed and provision of the Open Meetings Act that authorizes the closed or executive session.



Attorney for the District

Highlands at Mayfield Ranch Municipal Utility District is committed to compliance with the Americans with Disabilities Act. Reasonable accommodations and equal access to communications will be provided upon request. Please call Armbrust & Brown, PLLC at 435-2300 more information.

## MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF HIGHLANDS AT MAYFIELD RANCH MUNICIPAL UTILITY DISTRICT

August 25, 2022

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

A meeting of the Board of Directors of Highland at Mayfield Ranch Municipal Utility District was held on August 25, 2022, at the Highlands at Mayfield Ranch Amenity Center at 3810 Bainbridge Cove, Round Rock, Texas 78681. The meeting was open to the public and notice was given as required by the Texas Open Meetings Act. A copy of the Certificate of Posting of the notice is attached as **Exhibit "A"**.

The meeting was called to order at 6:00 p.m. and the roll of the members of the Board of Directors was called, as follows:

Frederick Franklin - President
Carl Highsmith - Vice President
Stacy Henderson - Secretary

Vacant - Assistant Secretary
Darlene Oordt - Assistant Secretary

All of the Directors were present, thus constituting a quorum. Also present at the meeting were Sean Abbott of Armbrust & Brown, PLLC ("<u>A&B</u>"), Cathy Mitchell and Odalys Johnson of Quiddity Engineering, LLC ("<u>Quiddity</u>"), Sargent Mark Huntley of the Williamson County Sherriff's Office ("<u>WCSO</u>"), Tricia Melton of Bott & Douthitt, PLLC ("<u>B&D</u>"), Ja-Mar Prince of Texas Disposal Systems ("<u>TDS</u>"), Bari Fennell, a candidate for appointment to the Board; Jerome Gaylar, Steve Rosner, and Michael Brownstein, residents of the District. Spencer Day of Masterson Advisors, LLC ("<u>Masterson</u>") participated in the meeting via telephone.

#### 1. Citizens' communications and Board member announcements; Resident Inquiries.

Director Franklin welcomed everyone to the meeting and introduced the members of the Board to the residents in attendance. He noted that the current meeting would be the first time that five resident directors served on the Board of Directors for the District. Director Franklin then introduced the professional consultants of the District. He noted that a petition had been filed with the District's Board of Directors in 2019 and that the Board was now regularly meeting in the District. He then reminded everyone at the meeting that the Board had a website (HMRMUD.org) and encouraged all residents to sign up on the website for updates from the District. Director Franklin then stated that the Board would receive citizens communications and Board member announcements. He confirmed that it was the Board's policy to receive questions and comments at the beginning of each meeting. Mr. Brownstein then stated asked if there was a limitation on the refinancing of existing debt. Director Franklin stated that all debt that could be favorably refinanced had already been refinanced, but that the Board would continue to evaluate opportunities for cost savings in the future. Director Franklin also confirmed that there were three seats that had come open on the Board of Directors in 2022 and that the other two seats would be open in 2024.

Mr. Gaylar then inquired as to whether an individual could serve on the Board of Directors of the District and on the HOA Board at the same time. Director Franklin confirmed that dual service was permitted. Mr. Gaylar noted that he had repeatedly seen the same

individuals fishing in the detention ponds in the District and wondered if the violators were investigated. Sgt. Huntley confirmed that if the WCSO catches individuals illegally fishing that they "deal with them" but that investigations were not undertaken if suspects were not caught in the act. He then confirmed that if an individual was a repeat offender they can ultimately be arrested for violating such rules.

#### 2. <u>Director Items.</u>

Director Franklin then stated that the Board would consider Director Items, including the appointment of a director to fill the current vacancy. Mr. Abbott reminded the Board that they had formally voted to appoint Bari Fennell to the Board at the July Board meeting. Mr. Abbott then introduced Ms. Fennell to the Board. He then presented her Sworn Statement, Oath of Office and bond and noted that all such documents were in order. Mr. Abbott then reviewed the Secretary's Certificate and Resolutions Regarding Bookkeeper's Account, attached as **Exhibit "B"**, the Resolution Approving Change in Bank Signatories and Change Certificate (Bookkeeper's Account), attached as **Exhibit "C"**; the Secretary's Certificate and Resolutions Regarding Operator's Account, attached as **Exhibit "D"**; and the Resolution Approving Change in Bank Signatories and Change Certificate (Operating Account), attached as **Exhibit "E"** (collectively, the "Certificates"), noting that the Certificates would be updated to include Director Fennell. Upon motion by Director Franklin and second by Director Henderson, the Board voted 4-0 to ratify the appointment of Director Fennell to the Board; to accept the Sworn Statement, Oath of Office, and bond for Director Fennell; and to approve the Certificates.

Mr. Abbott then discussed Open Meetings Act training and Public Access Option Form for Director Fennell. Mr. Abbott then explained that the Board would need to review and update its slate of officers. Discussion ensued. Director Franklin moved that the Board elect Director Franklin as President; Director Highsmith as Vice-President; Director Henderson as Secretary; Director Oordt as Assistant Secretary; and Director Fennell as Assistant Secretary and to update the District Registration Form accordingly. Upon second by Director Henderson, the motion was adopted unanimously.

#### 3. <u>Consent Items</u>.

Director Franklin stated that the Board would next consider approving the minutes of the July 28, 2022 Board meeting. After discussion, upon motion by Director Oordt and second by Director Henderson, the Board voted unanimously to approve the minutes.

#### 4. 2022-2023 Budget and 2022 Tax Rate.

Director Franklin then recognized Mr. Day to discuss the District's 2022 tax rate. Mr. Day confirmed that the Board had published a proposed tax rate of \$0.5394 following their previous meeting. Director Franklin then opened the public hearing on the District's 2022 tax rate and asked if there was anyone present who wished to address the Board on the matter of the District's tax rate. Mr. Rosner inquired as to whether the proposed operations and maintenance tax rate covered all of the District's operation and maintenance expenditures. Director Franklin confirmed that the operations and maintenance levy would cover all budgeted expenditures. Mr. Brownstein then complemented the Board for continuing to reduce the tax rate on an annual basis. He then asked about the professional fees included in the proposed budget, including legal fees. Mr. Abbott noted that his firm served as a "planning hub" for the District, which included the drafting and posting of agendas, confirming quorums, undertaking filings, among many other tasks. With no additional comments to be offered, Director Franklin closed the public hearing.

Mr. Day then noted that assessed values had increased dramatically in the District, which helped to lower the tax rate. He confirmed that the District had likely issued all of its debt. He then briefly discussed macroeconomic considerations, noting the current inflation and possibility of a recession. He concluded by stating that he never wanted to suggest an increase in the District's tax rate.

Ms. Melton then distributed the proposed fiscal year 2022-2023 budget, noting that the budget would likely generate additional surplus, providing for two years of operations reserves. Upon question from Director Franklin, Ms. Melton confirmed that the expenditures projected for the new fiscal year would be very similar to the current fiscal year. She noted that she anticipated one less capital project—the cleaning of a detention pond. After discussion, upon motion by Director Henderson and second by Director Highsmith, the Board voted unanimously to approve the Resolution Adopting Budget attached as **Exhibit "F"**, incorporating the fiscal year 2022-2023 budget as presented.

Director Highsmith then moved that the Board adopt a \$0.5394 tax rate, allocated \$0.3700 to debt service and \$0.1694 to operations and maintenance, as recommended, and to approve the Order Levying Taxes attached as **Exhibit "G"**. Upon second by Director Oordt, the motion was adopted, with all of the Directors present and voting "yes.". After discussion, upon motion by Director Henderson and second by Director Oordt, the Board then voted unanimously to approve the Amended and Restated Information Form attached as **Exhibit "H"**.

#### 5. <u>Bookkeeper's report and related action items</u>.

Director Franklin then recognized Ms. Melton for the purposes of receiving the bookkeeper's report. Ms. Melton reviewed the updated cash activity report attached as Exhibit "I". She requested approval of the two transfers as described on the first page of her updated cash activity report. Ms. Melton reviewed the checks that had been written out of the bookkeeper's account since the last Board meeting and the disbursements being presented for approval. She confirmed she would add a per diem check for Director Fennell. She then confirmed that she had finally received all necessary information from the HOA to credibly audit and consider reimbursement to the HOA for electric bills paid by the HOA in error. She confirmed that outside of removing sales tax charges, everything seemed to be in order, and confirmed she had included a payment to the HOA in her report for the Board's consideration. Ms. Melton then confirmed that the District's general fund had approximately \$695,000 of excess revenue and that the balance of the general fund was approximately \$2.9 Million. She then confirmed that the District had a positive budgetary variance of approximately \$55,000 for the fiscal year and that the District had approximately \$32 million of outstanding bonds with anticipated \$18 million in interest payments. After discussion, upon motion by Director Henderson and second by Director Oordt, the Board voted unanimously to approve the transfers and the payment of the bills and invoices as presented.

Ms. Melton then called the Board's attention to the security patrol report included in the meeting packet, a copy of which was attached as **Exhibit "J"**.

#### 6. <u>Engineer's report and related action items</u>.

Ms. Mitchell called the Board's attention to her report, attached as **Exhibit "K"**, and reviewed it with the Board. She stated that Aquatic Features continued to visit the wet ponds and perform their regular maintenance. She noted that Pond Nos. 4 & 5 were drained for the sediment removal project and that the fountain at Pond No. 3 had been turned off to minimize evaporation. She noted that the wells had limited capacity due to the current drought

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conditions and evaporation should be minimized to prevent water levels from dropping too low, potentially exposing the clay liner and impacting the aquatic plants.

Ms. Mitchell then stated that BPI-Bauerle Partners, Inc. ("<u>BPI</u>") had completed the sediment removal project for Pond Nos. 4 & 5, noting that the final walk-through was scheduled for Tuesday August 23<sup>rd</sup>. She stated that the wells would be turned back on to refill the ponds once BPI addressed any punch list items.

Ms. Mitchell noted that the waiver application for the Storm Water Management Plan was still under review at the TCEQ. She noted that she was still working with Fuquay to schedule the coating repair on the manholes. Ms. Mitchell then stated that the City of Georgetown had still not received the repaired lift station pump and that she continued to follow up with them, noting that the wastewater lift station was still in operation.

Ms. Johnson noted that Empire had ordered the parts for the fencing around Pond No. 5 and that the installation was expected by the end of the month. She then noted that she had researched the USGS Soil Survey and confirmed that the soils around Pond No. 5 were lithic bedrock soil types and recommended consulting a landscaping company if the Board wished to improve the look around the pond. She then stated Hollywood Landscape and Homescapes could perform a diagnostics visit for \$485 and Merrigan Electric could perform a diagnostics visit for \$145 an hour capped at two hours and presented the proposals collectively attached as **Exhibit "L"**. Ms. Johnson then reviewed the Quiddity Engineering proposal attached as **Exhibit "M"** for coordination of work for Sections 4B and 6B wastewater line televising. Ms. Mitchell confirmed that Ms. Johnson would be "taking the lead" on representing the District at Quiddity and that Quiddity would provide information to the Board in advance of the September meeting about a rate increase.

After discussion, upon motion by Director Henderson and second by Director Oordt, the Board voted unanimously to approve the proposal from Merrigan Electric and to approve the proposal from Quiddity for coordination of work for Sections 4B and 6B wastewater line televising.

Mr. Abbott then reviewed the Third Amended and Restated Street Sweeping Agreement with BMP Specialists, attached as **Exhibit "N"**. He noted that the Agreement reflected the proposal that the Board had considered during their July meeting. After discussion, upon motion by Director Henderson and second by Director Oordt, the Board approve the Agreement unanimously.

#### 7. Supplemental Agenda.

Director Franklin stated that the Board would next consider the election-related items on the Board's supplemental meeting agenda. Mr. Abbott confirmed that the District had one contested seat during the November election.

#### 8. Attorney's report.

Director Franklin stated that the Board would next receive the attorney's report and recognized Mr. Abbott. Mr. Abbott stated that all of his directives were complete. He then reviewed the enforcement activities and penalties for violations of the Rules Regarding Erosion Control and Protection of District Utility Systems, noting that there were no outstanding violations and no outstanding penalties.

#### 9. Proposal from Texas Disposal Systems.

Director Franklin then recognized Mr. Prince from TDS who reviewed the proposal attached as **Exhibit "O"**. He reviewed the brush collection options, noting that there were "cart" and "bag" options. He then confirmed that carts got composted whereas bags did not. He also confirmed that "yard waste" or "green waste" was not compostable as state law required weekly collection for compostable materials. Upon question from Director Highsmith, Mr. Prince confirmed that the District could select specific dates for yard waste disposed of in bags to be collected by TDS. Upon question from Director Oordt, Mr. Prince confirmed that branches under four inches in diameter could be included in yard waste.

Mr. Prince then confirmed that Director Franklin had inquired about undertaking an audit of residents trash and recycling to confirm that recycling efforts were efficient. He noted that residential audits of recycling were fairly uncommon. He also noted that TDS provided a "waste wizard" on their app that provided feedback to residents on whether particular items were recyclable.

Mr. Prince then referenced his proposal and requested that the Board provide TDS a "one time" 12% rate increase in place of the 3% increase scheduled under the terms of the Agreement between the District and TDS. He noted that TDS's costs had increased across the Board, including commodity costs, hiring costs, and insurance costs. He estimated that the proposed 12% increase would increase costs approximately \$27,000 over the course of the fiscal year. Upon question from Director Highsmith, Mr. Prince stated that if the proposed cost increase was not approved that it could affect TDS's ability to provide service to all of its clients.

The Board then discussed the merits of conducting a recycling audit. Directors Oordt and Henderson stated they were opposed to conducting a recycling audit. Director Oordt then stated that she was in favor of providing education to residents about what items were properly recyclable.

The Board then discussed the merits of brush collection and collectively favored "brush collection" over a "yard waste" approach. The Board then directed the HOA Subcommittee to work with the HOA to poll residents of the District on preferences for yard waste options.

The Board then discussed the consideration of the 12% cost increase. Director Oordt stated that she did not want to deviate from the established price in the contract. Director Henderson stated that while he recognized that increased rates would ultimately need to be paid for by residents, he felt that TDS's ask was well-intentioned and that he was open to a price increase. Director Highsmith opined that an additional 9% was a significant increase and that he would like to negotiate something lower. He also stated that he understood why TDS had undertaken the request. Director Fennell stated that she did not want to pay more, but that she understood the reality of the request. She also noted that trash service was an important service and that she did not want to see the quality of services suffer. Director Franklin stated that he could go either way and noted that other contractors of the District had increased their rates. Director Oordt suggested that it would be beneficial for residents to opine at the next Board meeting. Director Franklin concurred and suggested that it would be beneficial if residents submitted comments through the District's website.

#### 10. <u>Future Board Meeting Schedule and Agenda Items</u>.

Mr. Abbott stated that the Board's next regular meeting was scheduled for September 22, 2022. The Board confirmed a meeting time of 6:00 p.m.

There being no further business to come before the Board, the meeting was adjourned.

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Date:	
(SEAL)	
	Stacy Henderson, Secretary Board of Directors





August 16, 2022

Highlands at Mayfield Ranch FirstService Residential Austin 5316 West US 290 Service Rd, Ste 100 Austin, TX 78735

#### Greetings:

In accordance with the Highlands at Mayfield Ranch Municipal Utility District's 2016 Contract for Municipal Solid Waste Collection and Disposal Services, the annual 3% rate adjustment will become effective on October 1, 2022.

Enclosed you will find Amendment A Rate Sheet with the rate adjustment included.

As you are aware, the rise in inflation over the past year is having an impact on many service industries, ours included. We are now in the unfortunate position to make a request for an increase in service costs to your community that is outside of the contracted rate.

We are petitioning for this increase due to the rapid rise in the cost of fuel, insurance, processing and labor costs. Section V (D) outlines this further.

Please contact me if you have any questions regarding your rate adjustment. Furthermore, if you will be presenting this information to a Board or governing body, I will be happy to attend and respond to any questions.

Respectfully,

Ja-Mar Prince Sales Supervisor 512.672.9608

jprince@texasdisposal.com

Enclosures: Attachment A Rate Sheet

Attachment B Proposed Rate Sheet

Section V (D) of Contract – Modification to Rates Excerpt



# ATTACHMENT A Rate Sheet Highlands at Mayfield Ranch MUD

Rate (per residential unit) 10/1/2022 - 9/30/2023

Description		Year 1 /01/2021	Year 2 10/01/2022		Year 3 10/01/2023		Year 4 10/01/2024		Year 5 10/01/2025	
Refuse & Recycle						24.55			_	26.42
3% increase	Ş	23.20	Ş	23.90	\$	24.62	Ş	25.36	\$	26.12
Total Refuse & Recycle	\$	23.20	\$	23.90	\$	24.62	\$	25.36	\$	26.12



### **ATTACHMENT B Proposed Rate Sheet** Highlands at Mayfield Ranch MUD

Description	_	Year 1 10/01/2021 1		Year 2 Year 3 10/01/2022 10/01/2023		_	ear 4 01/2024	Year 5 10/01/2025		
Refuse & Recycle 12% increase for 2022										
then back to 3%	\$	23.20	\$	25.98	\$	26.76	\$	27.56	\$	28.39
Total Refuse & Recycle	\$	23.20	\$	25.98	\$	26.76	\$	27.56	\$	28.39

Description	Yea 10/01/		Yea 10/01		ear 3 1/2023	 ar 4 L/2024	 ar 5 L/2025
<b>Bi-weekly</b> yard waste per home	\$	6.28	\$	6.53	\$ 6.79	\$ 7.06	\$ 7.34

Description	Year 1	Year 2	Year 3	Year 4	Year 5
	10/01/2021	10/01/2022	10/01/2023	10/01/2024	10/01/2025
<i>Monthly</i> yard waste per home	\$ 4.73	\$ 4.92	\$ 5.12	\$ 5.32	\$ 5.53

#### Both of the above are with a 3rd cart.

#### **Quarterly Brush Collection:**

Description		ear 1 1/2021		ear 2 1/2022	_	ear 3 01/2023	-	ear 4 01/2024		ear 5 1/2025
Quarterly brush collections (10 bags	4		1		1				1	
per home) added to monthly rate	\$	0.65	\$	0.67	\$	0.70	\$	0.73	\$	0.76

#### **Semi-Annual Brush Collection:**

Description	_	ar 1 1/2021	 ear 2 01/2022	-	ear 3 01/2023	 ear 4 01/2024	 ear 5 1/2025
Semi-annual brush collections (20 bags per home) added to monthly rate	\$	0.32	\$ 0.34	\$	0.35	\$ 0.36	\$ 0.37

Audit of Recycling
To do this as described (200 home sample): \$1,692 per time so if you do two \$3,384

\$3,384/12/913=\$.31 cents per home per month for this service.



#### **Excerpt from Section V (D) of Contract**

D. Pass-through of Increased Governmental Costs. The Contractor may request and the District will approve an increase in the monthly rate hereunder if, during the term of this Agreement, the Contractor's costs increase solely as a result of an increased or new fee, charge or assessment imposed by the Federal or State government on the Contractor's business capital or operations after the date of this Agreement, provided that the fee, charge or assessment was not imposed due to the Contractor's violation of any applicable legal requirement. To obtain an increase in the monthly rate under this subparagraph, the Contractor must submit documentation confirming the amount of or increase in the fee, charge or assessment and the effective date of the increase, and must provide the Board with calculations confirming the District's proportionate share of the increased cost. Only the District's proportionate share of the increased cost may be passed-through to the District, and no pass-through will be effective until the District has approved the increase and made an appropriate adjustment to its rate order.



#### RECYCLING AND SOLID WASTE DISPOSAL SERVICES AGREEMENT

This Recycling and Solid Waste Disposal Services Agreement (this "<u>Agreement</u>"), is effective May 1, 2016, between HIGHLANDS AT MAYFIELD RANCH MUNICIPAL UTILITY DISTRICT (the "<u>District</u>"), a political subdivision of the State of Texas operating under Chapters 49 and 54 of the Texas Water Code, and TEXAS DISPOSAL SYSTEMS, INC. (the "<u>Contractor</u>"), a Texas corporation, and is as follows:

#### I. PURPOSE OF AGREEMENT.

This Agreement states the terms and conditions on which the Contractor will provide recycling and solid waste collection and disposal services to all Customers within the District. This Agreement is entered under the authority granted to the District by Sections 54.203 and 30.002 of the Texas Water Code and Section 364.034 of the Texas Health and Safety Code.

#### II. DEFINITIONS.

See Exhibit "A" attached.

#### III. SERVICES TO BE PERFORMED.

The Contractor will provide the services specified in this Section for the compensation specified in Section V.

- A. <u>Solid Waste Disposal</u>. The Contractor will provide solid waste collection and disposal services for all Customers within the boundaries of the District. A map indicating the boundaries of the District and the names and locations of all existing residential streets is attached as <u>Exhibit "B"</u>. The District will provide the Contractor with updated maps as additional sections of the District are developed.
- 1. The Contractor will collect solid waste from each occupied Residential Unit within the District once per week, as provided in Subsection F. below. If solid waste exceeds the volume of the Cart, up to three additional Bags, Bundles or Containers of Refuse placed next to the Cart will be picked up by the Contractor on the Customer's regular collection day.
- 2. The Contractor will provide special house-side collection for handicapped or disabled residents who require special assistance, subject to receipt of a written request from the Customer and the Contractor's verification of the Customer's eligibility for this special collection service.
- 3. All Carts, Bags, Bundles, or Containers to be collected must be placed at curbside no later than 7:00 a.m. on the Customer's regular collection day.
- 4. All solid waste collected by the Contractor will be disposed of at a Disposal Site.
- B. <u>Single-Stream Recycling</u>. The Contractor will provide recycling services for aluminum, tin and steel cans; paper, newspaper, office paper, junk mail, and magazines; boxboard and cardboard; glass (all colors) and plastic containers #1-#7 (excluding styrofoam) to all Customers once every other week, in accordance with

Subsection F, below. If Contractor begins to accept any additional types of recyclable materials at no additional charge under any of its other service contracts, the Contractor agrees to collect those additional materials within the District and to recycle them at no additional charge.

- 1. <u>Contractor's Obligation; District's Remedy</u>. The Contractor may not co-mingle recyclable materials with non-recyclable Refuse. The Contractor may not discard any portion of the single stream recyclable materials collected within the District unless the quantity of such materials is de minimus and remains after being sorted through Contractor's recyclable materials sorting system. The Contractor's failure to recycle uncontaminated recyclable materials collected within the District is strictly prohibited and will constitute a default under this Agreement
- 2. <u>Customer Education</u>. The Contractor will provide all new Customers with detailed information on when to put Carts out, what day service will be provided, the guidelines for recycling and Bulky Waste collection, and phone numbers for questions, complaints and comments. The Contractor will also provide a customer education program, which will be subject to review and approval by the District, to encourage recycling by all Customers.
- C. <u>Containers and Information to be Provided.</u> The Contractor will provide a 96-gallon Cart for refuse and a 96-gallon Cart for recyclable materials, together with an educational recycling brochure and a calendar of recyclable material collection days, to each Customer. All Carts must be in good condition, new or properly reconditioned, and the Contractor must replace any broken or damaged Carts at its sole cost. The District's representative will, each business day, email the Contractor a list of any Customers who have initiated or terminated utility service according to the District's records. The Contractor will provide Carts to all new Customers and pick up Carts from all terminated Customers on the next District collection day after this notification. The Contractor will notify the District's representative of any residences that have requested initiation or termination of service and are not reflected on the emailed lists provided by the District's representative. The Contractor will provide an additional Cart to any Customer who requests one for an additional charge that will be assessed to and collected by the Contractor directly from the Customer in question.
- D. <u>Bulky Waste Collection</u>. Curbside Bulky Waste collection may be scheduled by any Customer on a call-in basis one time per month by calling he Contractor at least five days in advance. Each such collection will be limited to three cubic yards per month.
- E. <u>Park Dumpsters and Amenity Center Solid Waste Collection</u>. At the Board's request, the Contractor will provide up to eight Carts for Refuse and eight Carts for recyclable materials at the amenity center within the District (anticipated to be completed in 2016), and empty them on the designated collection day for the District, at no additional cost.
- F. <u>Collection Days</u>. The Contractor will provide solid waste collection service to all Customers on Wednesday each week and will provide recyclable materials collection on Wednesday every other week. Collection will only occur between the hours of 7:00 a.m. and 7:00 p.m. If a regular collection day falls on New Year's Day,

Thanksgiving Day, or Christmas Day, collection will occur on an alternate day; this alternate schedule will be communicated to the District and all Customers in advance. The Contractor will notify Customers of any changes to their designated collection days at least 30 days in advance.

#### IV. CONTRACT ADMINISTRATION.

- A. <u>Contract Administration</u>. All work performed by the Contractor under this Agreement will be supervised and verified by the District's representative.
- B. <u>Vehicle and Property Condition</u>. The Contractor must keep all vehicles utilized in the performance of its duties under this Agreement in proper operating condition, and vehicles which are leaking oil, hydraulic fluid or other substances, or which present an unhygienic or unsafe appearance, are not permitted. The use of any vehicle which is leaking oil, hydraulic fluid or other substances will subject the Contractor to a fine of \$250 per day, it being acknowledged that releasing these substances on the streets and rights-of-way within the District may result in their being deposited in the District's storm sewer and drainage systems.
- C. <u>Missed Pick-Ups</u>. If the Contractor fails to pick up any solid waste or recyclable materials from a Cart that has been placed at curbside by 7:00 a.m. on the Customer's collection day, the Contractor must pick up the missed solid waste or recyclable materials within two business days of being notified by the District or the Customer. The District reserves the right to impose a fine equal to the fee for one month's service for any missed pick-up that is not corrected within this two business day period.

#### D. Performance Standards

- 1. Carts will be replaced within five feet of the Customer's placement without obstructing traffic or damaging landscaping. Lids will be closed after servicing.
- 2. The Contractor will make all reasonable efforts to collect solid waste and recyclable materials regardless of barriers (i.e. blocked streets) except when the safety and health of the Contractor's employees or the public may be affected.
- 3. The Contractor will make every effort to maintain a consistent route schedule.
- 4. The Contractor will not leave loose trash resulting from the collection process in the streets or yards, and will make every reasonable effort to keep the community clean and free of litter generated from the solid waste and recycling collection process.
- 5. The Contractor will forbid its drivers from using their emergency brake to stop their collection vehicles, as this practice may cause street damage.
- 6. The Contractor will not operate in the District one-half hour prior to classes beginning or one hour after dismissal of classes on scheduled school days on streets directly adjacent to school campuses.

- 7. The Contractor will maintain a 24 hour per-day, seven day perweek voice mail system to handle Customer communications outside of regular business hours.
- 8. If service will be delayed or rescheduled due to equipment breakdowns, the Contractor will notify the District's representative.
- 9. The Contractor will not use collection vehicles within the District that leak oil, hydraulic fluid or other substances, or present an unhygienic or unsafe appearance.
- E. <u>Meeting Attendance</u>. The Contractor will send a representative to the Board's regular monthly meeting upon request.

#### V. COMPENSATION.

- A. <u>Billing</u>. The Contractor will bill the District monthly for all solid waste collection and disposal services and recycling services rendered by the Contractor to the District during the previous calendar month. The District will pay the Contractor within 15 days of the first regular Board meeting occurring after approval of the invoice. Any payment that becomes overdue under the terms of Section 2251.021, Texas Government Code, will accrue interest as provided in Section 2251.025, Texas Government Code.
- B. <u>Monthly Rate</u>. From the effective date of this Agreement through September 30, 2017, the monthly rate to be paid to the Contractor will be \$20.00 per occupied Residential Unit.
- C. <u>Adjustment</u>. On October 1 of each year during the term of this Agreement commencing October 1, 2017, the applicable monthly rate to be paid to the Contractor will be increased by 3%.
- D. <u>Pass-through of Increased Governmental Costs</u>. The Contractor may request and the District will approve an increase in the monthly rate hereunder if, during the term of this Agreement, the Contractor's costs increase solely as a result of an increased or new fee, charge or assessment imposed by the Federal or State government on the Contractor's business capital or operations after the date of this Agreement, provided that the fee, charge or assessment was not imposed due to the Contractor's violation of any applicable legal requirement. To obtain an increase in the monthly rate under this subparagraph, the Contractor must submit documentation confirming the amount of or increase in the fee, charge or assessment and the effective date of the increase, and must provide the Board with calculations confirming the District's proportionate share of the increased cost may be passed-through to the District, and no pass-through will be effective until the District has approved the increase and made an appropriate adjustment to its rate order.

#### VI. COMPLIANCE WITH APPLICABLE LAWS.

The Contractor will comply with all applicable federal, state, county and city laws, ordinances and regulations and any and all policies and guidelines of the Contractor.

The Contractor will also obtain any licenses and permits required for the performance of its services under this Agreement.

#### VII. INSURANCE AND INDEMNITY.

A. <u>Insurance</u>. Upon the full execution of this Agreement and prior to providing any services under this Agreement, the Contractor must furnish the District certificates of insurance and policies, including all endorsements, on forms acceptable to the District, confirming the following insurance coverage in at least the amounts set forth below and, except with respect to Worker's Compensation insurance, naming the District as an additional insured entitled to the full benefit of coverage:

(A)	Workers Compensation/ Employer's Liability	Statutory amounts as prescribed by law
(B)	General Liability (occurrence basis). Policy must be on a current edition of ISO form CG 00 01 12 07 or equivalent, must not include an endorsement excluding the sole negligence of the District from the	
	definition of "insured contract" and must include coverage for products/completed operations in the amounts of Each occurrence	\$1,000,000
(C)	Vehicle Liability (occurrence basis). Policy must include liability arising out of the operation of owned, hired, and non-owned vehicles	\$2,000,000
(D)	Excess/Umbrella Liability (must be in addition to the coverage amounts required	
	in (A)-(D), above) Each Occurrence	\$3,000,000

Contractor's Commercial General Liability policy must: (1) be on a current edition of ISO form CG 00 01 12 07 or equivalent; (2) include, but not be limited to, the following coverages: (1) be on a current edition of ISO form CG 00 01 12 07 or equivalent; (2) include, but not be limited to, the following coverages: premises/operations, products/ completed operations, independent contractors, personal injury, contractual liability, including contractual indemnity, and explosion, collapse, underground property damage; and (3) not include the following endorsements and exclusions or equivalent: CG 22 94 or CG 22 95 (Damage to Work Performed by Subcontracts Exclusion), CG 21 39 (Contractual Limitation Endorsement), CG 24 26 (Amendment of Insured Contract Definition), and CG 21 37 (Employees as Insureds Exclusion).

All of the above-listed insurance must be maintained in force throughout the term of this Agreement and must be written by insurance companies authorized to sell insurance where work is being performed and have an A.M. Best's rating of  $\mathbf{B}++\mathbf{VII}$  or better. All insurance policies must provide that they may not be cancelled or modified without 30 days' prior written notice to the District and that they are primary and noncontributory over any insurance that may be carried by the District.

- CONTRACTOR AGREES TO WHOLLY INDEMNIFY. Indemnity. B. DEFEND AND HOLD HARMLESS THE DISTRICT FROM ALL CLAIMS, LOSSES, EXPENSES AND LIABILITIES (INCLUDING REASONABLE ATTORNEYS' FEES AND LITIGATION EXPENSES) ARISING OUT OF DAMAGE TO PROPERTY, INJURY TO OR DEATH OF PERSONS (INCLUDING THE PROPERTY AND PERSONS OF THE PARTIES AND THEIR AGENTS, SERVANTS, CONTRACTORS AND EMPLOYEES), OR LOSS OF USE OF PROPERTY, LOSS OF REVENUE OR OTHER ECONOMIC LOSSES **NEGLIGENCE** OR WILLFUL MISCONDUCT ARISING FROM THE THE OBLIGATIONS IN THIS PARAGRAPH APPLY CONTRACTOR. WHETHER NEGLIGENT ACTS OR OMISSIONS OF THE DISTRICT CAUSED THE LOSS IN WHOLE OR IN PART. THESE OBLIGATIONS INCLUDE WITHOUT LIMITATION, CLAIMS BY CONTRACTOR'S EMPLOYEES AGAINST THE DISTRICT.
- C. <u>Faithful Performance</u>. Contractor agrees that, if the Contractor defaults in its obligations under this Agreement, the District may hold and utilize all sums otherwise due and owing to the Contractor under this Agreement to remedy the default. The District agrees to provide Contractor with written notice of any default that entitles the District to withhold and utilize funds otherwise due to the Contractor and to extend the Contractor five business days from the date of delivery of the notice to cure the default before utilizing the funds due to the Contractor to remedy the default. The Contractor agrees that the District will have no obligation to make any payment to the Contractor under this Agreement at any time the Contractor is in default hereunder.

#### VIII. TERM, PERFORMANCE REVIEW, TERMINATION AND RENEWAL.

- A. <u>Term.</u> The term of this Agreement commence February 1, 2016, and end September 30, 2026.
- B. <u>Performance Review</u>. The District and the Contractor agree that the Contractor's performance under this Agreement will be reviewed annually and, following each review, the District and the Contractor may mutually agree to modify or extend this Agreement. If the Contractor's performance is determined to be inadequate at the time of any review, the District may proceed under Subsection C., below.
- Termination. The District will have the right to terminate this Agreement C. in accordance with this section if the Contractor breaches its obligations hereunder or fails to provide adequate service to the District. If the Board determines that the Contractor has breached this Agreement or is rendering inadequate service, then the District will, up to two times during any 12-month period, give written notice to the Contractor and extend the Contractor 15 days from the date of delivery of the notice to remedy the breach or inadequacy identified in the notice. The Board will consider the matter at the next Board meeting following the expiration of the cure period and, if the Contractor has failed to remedy the breach or inadequacy to the Board's satisfaction, in its sole and absolute discretion, the District may terminate this Agreement by delivering written notice of termination to the Contractor, which will be effective upon delivery. If. however, the Contractor has remedied the breach or inadequacy to the Board's satisfaction, this Agreement will not be terminated. The District will have no obligation to provide notice and an opportunity to cure to the Contractor more than two times in any 12-month period and, if the Contractor again breaches this Agreement or fails to

provide adequate service after having received written notice and an opportunity to cure two times in any 12-month period, the District may terminate this Agreement by delivering 30 days' written notice of termination to the Contractor.

#### IX. MISCELLANEOUS.

- A. The Contractor will provide adequate supervision to assure that all work will be done in accordance with this Agreement and generally accepted solid waste disposal and recycling practices.
- B. All work outside the express terms of this Agreement must have prior written approval by the Board. Charges for extra work must be submitted to the Board for approval prior to commencement of the work.
- C. This Agreement may <u>not</u> be assigned by either party without the prior, written approval of the other party. The Contractor's use of any subcontractor will be subject to the prior, written approval of the Board, which may be withheld for any reason.
- D. This Agreement will be construed under the laws of the State of Texas, and all obligations of the parties are performable in Williamson County, Texas.
- E. This Agreement is binding upon and inures to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
- F. If any provision of this Agreement is illegal, invalid, or unenforceable in any respect, this invalidity, illegality or unenforceability will not affect any other provision, and this Agreement will be construed as if the invalid, illegal or unenforceable provision had never been contained herein.
- G. This Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter, including the Solid Waste Collection and Disposal Services Agreement effective February 1, 2014.
- H. This instrument may be executed in any number of counterparts, and it will not be necessary that the signatures of all parties be contained on any one counterpart. Signature pages taken from separate, individually executed counterparts may be combined to form multiple fully executed counterparts and a facsimile signature will be deemed to be an original signature for all purposes.
- I. If, by reason of force majeure, either party may be rendered unable, in whole or in part, to carry out its obligations under this Agreement, the party whose performance is so affected must give notice and the full particulars of such force majeure to the other party within a reasonable time after the occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure, will be suspended during the continuance of the inability then claimed but for no longer period and such party will endeavor to remove or overcome such inability with all reasonable dispatch.

The term "force majeure" means Acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas, or of any court or agency of competent jurisdiction or any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, vandalism, explosions, breakage or accidents to machinery, pipelines or canals, or inability on the part of a party to perform due to any other causes not reasonably within the control of the party claiming such inability.

Executed to be effective May 1, 2016.



HIGHLANDS AT MAYFIELD RANCH MUNICIPAL UTILITY DISTRICT

Bv:

Kirk M. Slack, President Board of Directors

Address:

c/o Armbrust & Brown, PLLC 100 Congress Avenue, Suite 1300 Austin, Texas 78701

Date: April 28, 2016

ATTEST:

Mendy Willis, Secretary Board of Directors

TEXAS DISPOSAL SYSTEMS, INC.
Va
By:
Printed Name: Jan Howard
Title: Municipal Assemut Mer.
Address: P. O. Box 17126
Austin, Texas 78760
Date: 5/9/4

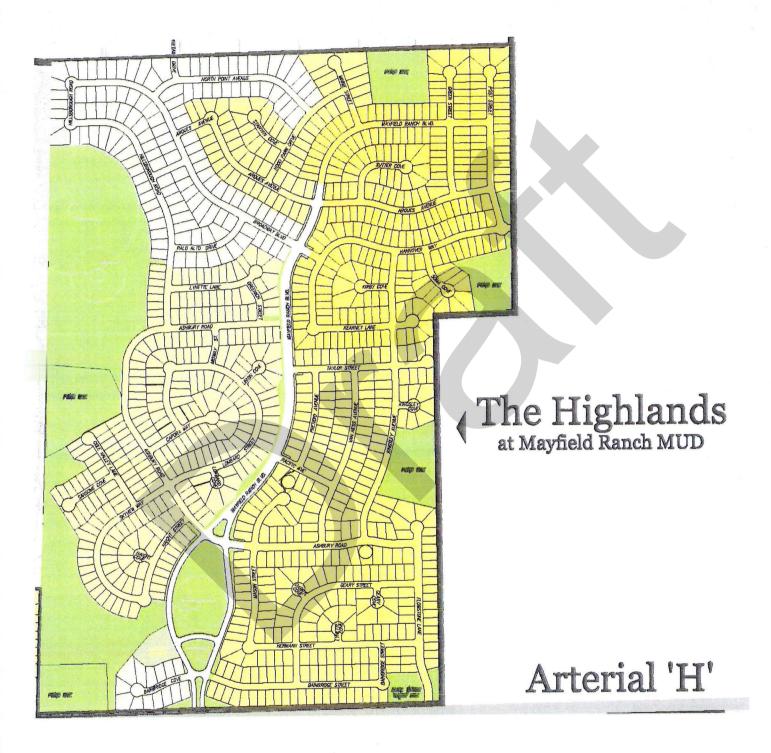
#### **EXHIBIT "A"**

#### **Definitions**

- 1. <u>Bags</u> Plastic sacks designed to store Refuse with sufficient wall strength to maintain physical integrity when lifted by top. The total weight of a Bag and its contents may not exceed 35 pounds.
- 2. <u>Board</u> The Board of Directors of Highlands at Mayfield Ranch Municipal Utility District.
- 3. <u>Bulky Waste</u> Stoves, hot water heaters, washing machines, clothes dryers, and furniture and other similar large household waste materials that do not contain coolant or hazardous materials; Bundles and Construction Debris. Batteries and tires are excluded for the definition of and will not be collected as Bulky Waste.
- 4. <u>Bundle</u> Tree, shrub and brush trimmings securely tied together, forming an easily handled package not exceeding 4 feet in length or 40 pounds in weight.
- 5. <u>Cart</u> A trash receptacle, provided by the Contractor with a capacity of 96 gallons, and/or a single-stream recycling receptacle provided by the Contractor with a capacity of 96 gallons.
- 6. <u>Construction Debris</u> Waste building materials resulting from construction, remodeling, repair or demolition operations of a Customer's personal residence.
- 7. <u>Container</u> A receptacle with a capacity of greater than 20 gallons, but less than 35 gallons, constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting, and having a tight fitting lid capable of preventing entrance into the container by vectors. The top of the container will have a diameter greater than or equal to that of the base. The total weight of a container and its contents may not exceed 40 pounds.
  - 8. <u>Contractor</u> Texas Disposal Systems, Inc., a Texas corporation.
- 9. <u>Customer</u> An occupant of a Residential Unit who generates Refuse.
- 10. <u>Disposal Site</u> A refuse depository licensed by the State of Texas, including sanitary landfills, transfer stations, incinerators, and waste processing/separation centers licensed by the State of Texas to receive Refuse for processing or final disposal.
- 11. <u>District</u> Highlands at Mayfield Ranch Municipal Utility District, a political subdivision of the State of Texas.

- 12. <u>Hazardous Waste</u> Any chemical, compound, mixture, substances or article designated by the United States Environmental Protection Agency or the Texas Commission on Environmental Quality to be "hazardous", as that term is defined by federal or state law.
  - 13. <u>Landfill</u> A permitted sanitary landfill of the Contractor's selection.
- 14. <u>Refuse</u> All residential solid waste generated by a Customer, including Bulky Waste.
- 15. Residential Unit A single family dwelling within the boundaries of the District. A Residential Unit will be deemed occupied if it receives either water or electric utility services.
- 16. Recycling Any process by which solid waste or materials that would otherwise become solid waste are separated, collected and processed for reuse or returned to use or to market in the form of raw materials or products.

## EXHIBIT "B"



#### CONTRACT ADDENDUM - INTERESTED PARTIES

Contractor acknowledges that Texas Government Code Section 2252.908 ("Section 2252.908") requires disclosure of certain matters by contractors entering into a contract with a local government entity such as the District. Contractor confirms that it has reviewed Section 2252.908 and that Contractor will 1) complete FORM 1295, using the unique identification number specified on page 1 of this Contract, and electronically file it with the Texas Ethics Commission ("TEC"); and 2) submit to the District the signed and notarized Form 1295, including the certification of filing number of the Form 1295 with the TEC, at the time the Contractor executes and submits this Agreement to the District. Form 1295 is available at the TEC's website: <a href="https://www.ethics.state.tx.us/whatsnew/elf">https://www.ethics.state.tx.us/whatsnew/elf</a> info form1295.htm. This Agreement is not effective until the requirements listed above are satisfied and any award of the Agreement by the District is expressly made contingent upon Contractor's compliance with such requirements. The Contractor and the District agree that the signed and notarized Form 1295 may be submitted to the District in an electronic format.

#### CONTRACT ADDENDUM - CONFLICTS OF INTEREST

Contractor acknowledges that Texas Local Government Code Chapter 176 ("Chapter 176") requires the disclosure of certain matters by contractors doing business with or proposing to do business with local government entities such as the District. Contractor confirms that it has reviewed Chapter 176 and, if it is required to do so, will complete and return FORM CIQ promulgated by the Texas Ethics Commission website (the "TEC"), which is available on the TEC https://www.ethics.state.tx.us/forms/CIQ-New-2015.pdf, within seven days of the date of submitting this Agreement to the District or within seven days of becoming aware of a matter that requires disclosure under Chapter 176, whichever is applicable.

## CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

_							
	Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		I .	ISE ONLY ON OF FILING			
1	Name of business entity filing form, and the city, state and country of the busines of business.	ss entity's place	Certificate Numbe 2016-47050	er:			
	Texas Disposal Systems						
•	Creedmoor, TX United States	sich the form is	Date Filed: 04/28/2016				
2	Name of governmental entity or state agency that is a party to the contract for wh being filed.	04/20/2010					
	Highlands at Mayfield Ranch MUD		Date Acknowledged:				
3	Provide the identification number used by the governmental entity or state agenc description of the services, goods or other property to be provided under the con	y to track or identify itract.	the contract, and p	provide a			
	20160428-7a						
	Solid Waste and Recycling Collection and Disposal Services						
4	Name of Interested Party City, State, Country (place	e of business)	Nature of interest Controlling	(check applicable)			
			Controlling	intermediary			
5	Check only if there is NO Interested Party.						
6	AFFIDAVIT I swear, or affirm, under penal	Ity of perjury, that the	above disclosure is t	true and correct.			
	LISA MARIE ONEY Notary Public, State of Texas My Commission Expires February 11, 2017 Signature of aut	thorized agent of cont	racting business enti	ity			
	AFFIX NOTARY STAMP / SEAL ABOVE						
	Sworn to and subscribed before me, by the said Rick Traumann 20 / 6 , to certify which, witness my hand and seal of office.	, this the	28 day of _/	April.			
	Signature of officer administering oath  Printed name of officer administering		es Cootdi				

### **CERTIFICATE OF INTERESTED PARTIES**

FORM 1295

1 of 1

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	Complete Nos. 1 - 4 and 6 if there are interested parties.  Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.			OFFICE USE			
1	Name of business entity filing form, and the city, state and country of business.			icate Number: -47050			
	Texas Disposal Systems						
<u>~</u>	Creedmoor, TX United States  Name of governmental entity or state agency that is a party to the co		Date Filed: 04/28/2016				
2	being filed.	ontract for which the form is					
	Highlands at Mayfield Ranch MUD		Date Acknowledged: 05/12/2016				
3	Provide the identification number used by the governmental entity o description of the services, goods, or other property to be provided	or state agency to track or identify t I under the contract.	the co	ntract, and prov	/ide a		
	20160428-7a						
	Solid Waste and Recycling Collection and Disposal Services						
_				Nature of	interest		
4	Name of Interested Party Ci	City, State, Country (place of busines	ss)	plicable)			
				Controlling	Intermediary		
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5	Check only if there is NO Interested Party.			,,,,,,			
6	AFFIDAVIT 1 swear, or affirm	rm, under penalty of perjury, that the a	above o	disclosure is true	and correct.		
		T'		transporting			
	5	Signature of authorized agent of contra	acting	business entity			
	AFFIX NOTARY STAMP / SEAL ABOVE						
	Sworn to and subscribed before me, by the said	, this the		day of	·		
	20, to certify which, witness my hand and seal of office.				-		
		•					
				<del> </del>			
	Signature of officer administering oath Printed name of office	cer administering oath Titl	le of of	ficer administerir	ng oath		

## Highlands at Mayfield Ranch M.U.D.

## **Accounting Report**

## **September 22, 2022**

- Review cash activity report, including Collections and Expenditures.
  - ☑ Action Items:
    - Approve director and vendor payments.
    - Approve fund transfers.
- Review July 31, 2022 Financial Statements.

# **2022** Highlands at Mayfield Ranch M.U.D.

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	Notes
Jan 26	Board Meeting
Feb 22	Board Meeting
Mar 01	Bond Payments
Mar 23	Board Meeting
Apr 27	Board Meeting
	Board Meeting
Jun 22	Board Meeting
Jul 27	Board Meeting
Aug 25	Board Meeting
Sep 01	Bond Payments
Sep 22	Board Meeting

#### Highlands at Mayfield Ranch M.U.D. Cash Activity Report July 31, 2022 - September 22, 2022

					С	Texas Bank perating Account	First Texas Bank Bookkeeper's Account	
Cash - Balance as of July 31, 2022					\$	2,987.12	\$	108,893.21
ubsequent Activity						18,358.84		(44,012.46
Transfer from FTB Operating Account to TexPool	Operating ap	oproved at August 25, 2022 meeting		(200,000.00)				
Deposit		Interest earned on escrow account		68.91				
Deposit		City of Georgetown - WW Revenue - March-June	2022	218,289.93				
50,000		· · · · · · · · · · · · · · · · · · ·	otal Operating Account Activity	18,358.84				
Transfer from TexPool Operating to FTB Bookkeep	ers Acct app	roved at August 25, 2022 meeting	A	93,000.00				
Expenditures Approved at August 25, 2022 Board	d Meeting (Cl	neck # 5744 - 5765)		(119,179.82)				
Security Payroll & Payroll Taxes		August 2022		(4,449.16)				
	F7//	=						
Pedernales Electric Cooperative, Inc.	5766	Street Lights/Lift Station Electric - August 2022		(2,074.28)				
TML Intergovernmental Risk Pool	5767	Insurance - 2021/2022		(11,309.20)				
		Toto	Il Bookkeeper's Account Activity	(44,012.46)				
xpenditures for Approval - September	22, 2022					-		(18,080.99
<u>Vendor</u>	<u>Ck #</u>	<u>Memo</u>		<u>Amount</u>				
Franklin, Frederick W.	5768	Director Fees - September 22, 2022		(138.52)				
Henderson, Stacy	5769	Director Fees - September 22, 2022		(138.53)				
Highsmith, Carl	5770	Director Fees - September 22, 2022		(138.53)				
Oordt, Darlene K	5771	Director Fees - September 22, 2022		(138.53)				
Fennell, Bari L.	5772	Director Fees - September 22, 2022		(138.53)				
Aquatic Features, Inc.	5773	Pond Maintenance - August 2022		(1,243.35)				
Austin Land Service	5774	Greenbelt Mowing - August 2022		(700.00)				
BLX Group, LLC	5775	Arbitrage Rebate Review - SR 2017		(500.00)				
BMP Specialist	5776	Street Sweeping		(400.00)				
Bott & Douthitt, P.L.L.C.	5777	Accounting Services - August 2022		(1,500.00)				
Empire Fence Co., Inc.	5778	Fence Installation		(8,090.00)				
Maxwebs Company	5779	Website Maintenance Fee - August 2022		(275.00)				
Perfect Cuts of Austin, LLC	5780	Landscape Maintenance - August 2022		(4,255.00)				
Williams Mapping	5781	Erosion Control Inspection - September 2022		(425.00)				
0			Total Expenditures	(18,080.99)				
ubtotal						21,345.96		46,799.76
ransfers to be Approved								33,080.99
								30,000.77
Transfer for expenditures approved 9/22/22		Transfer from TexPool Operating Acct to FTB Boo		18,080.99				
Transfer to replenish bookkeeper's account		Transfer from TexPool Operating Acct to FTB Boo		15,000.00				
			Total Transfers	33,080.99				
rojected Ending Cash Balance as of Se	ntember 2	2 2022			Ś	21.345.96	s	79,880,7

#### Highlands at Mayfield Ranch M.U.D. **Cash/Investment Activity Report** July 31, 2022 - September 22, 2022

	Interest Rates	Balance 7/31/2022	Subs Receipts	equent Disbursements	Subtotal 9/22/2022	Transfers to be Approved 9/22/2022		Projected Balance 9/22/2022
General Fund -								
First Texas Bank Operating Account	n/a	\$ 2,987.12	218,358.84	\$ (200,000.00)	\$ 21,345.96	\$ -		\$ 21,345.96
First Texas Bank Bookkeepers' Account	n/a	108,893.21	93,000.00	(155,093.45)	46,799.76	33,080.99	(1)(2)	79,880.75
TexPool - General Operating Account	2.2242%	2,604,266.98	200,000.00	(93,000.00)	2,711,266.98	(13,178.82)	(1)(2)(3)(5)	2,698,088.16
Total - General Fund		2,716,147.31	511,358.84	(448,093.45)	2,779,412.70	19,902.17		2,799,314.87
Debt Service Fund -								
TexPool - Tax Account	2.2242%	12,107.05	2,285.72	-	14,392.77	(12,598.32)	(3)(4)	1,794.45
TexPool - Debt Service Account	2.2242%	2,706,166.74	-	(1,075,716.90)	1,630,449.84	6,000.00	(4)	1,636,449.84
Total - Debt Service Fund		2,718,273.79	2,285.72	(1,075,716.90)	1,644,842.61	(6,598.32)		1,638,244.29
Capital Projects Fund -								
TexPool - SR2019 Capital Projects Account	2.2242%	140,171.51	-	-	140,171.51	(13,303.85)	(5)	126,867.66
TexPool - SR2021 Capital Projects Account	2.2242%	77,321.17	-		77,321.17	-		77,321.17
BOKF - SR2020 Escrow	0.0100%	68.91	-	(68.91)	-	-		-
Total - Capital Projects Fund		217,561.59		(68.91)	217,492.68	(13,303.85)		204,188.83
Total - All Funds		\$ 5,651,982.69	\$ 513,644.56	\$ (1,523,879.26)	\$ 4,641,747.99	<u> </u>		\$ 4,641,747.99

- Transfers to be approved:

  (1) Transfer from TexPool General Operating Account to First Texas Bank Bookkeeper's Account: \$18,080.99
  (3) Transfer from TexPool General Operating Account to First Texas Bank Bookkeeper's Account: \$15,000.00
  (3) Transfer from TexPool Tax Account to TexPool General Operating Account: \$6,598.32
  (4) Transfer from TexPool Tax Account to TexPool Debt Service Account: \$6,000.00
  (5) Transfer from TexPool SR 2019 CPF to TexPool General Operating Account: \$13,303.85



2021 Fiscal Year: 10/01/2021 - 09/30/2022

## **Recap & Standings Report**

Cycles: All Taxing Units: Coupland ISD... Deposit Date Range: 07/01/2022 to 07/31/2022 Sorted By: By Year, Descending Options: Separate Rollbacks, Include

**Property Tax** 

M46 (Highlands at Mayfield Ranch MUD)

Combined Collections (Collections + P&I Collected) -- 7,711.36

**Taxing Unit Totals (IS,MO,SA)** 

	Original Roll	Beg. Uncollected	Adjustments	Adjusted Uncollected	Collections	P&I Collected	Credits / Discounts Allowed	Atty. Fee Collected	Variance	Uncollected Balance YTD Collections		
2022	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
2021	2,299,017.64	12,743.10	-198.98	12,544.12	7,703.94	7.42	0.00	7.30	0.15	4,840.33	2,295,775.40	
2020	2,314,213.94	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-102.00	
2019	1,907,518.27	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
2018	1,574,882.63	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
2017	1,180,179.15	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
2016	736,865.13	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
2015	430,443.61	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
2014	109,861.12	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
2013	90,170.39	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
2012	125.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
2011	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
2010	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
2009	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
2008	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
2007	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
2006	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
2005	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
2004	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
2003	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
2002 & prior	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
					Summary							
Total Current	2,299,017.64	12,743.10	-198.98	12,544.12	7,703.94	7.42	0.00	7.30	0.15	4,840.33	2,295,775.40	
Total Delinquent	8,344,259.94	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-102.00	
Rollbacks		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Taxing Unit Total	10,643,277.58	12,743.10	-198.98	12,544.12	7,703.94	7.42	0.00	7.30	0.15	4,840.33	2,295,673.40	
Percentages Percentages												
% of Roll Collected - 2021 - 99.79% Adjusted Original Roll \$2,300,615.73							Curren	Current YTD Collected \$2,295,775.40				
Tax Collections Compared to Current Taxes Billed 60.46% Collected												
All Collections Compared to Current Taxes Billed 60.51% Collected												

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# Highlands at Mayfield Ranch M.U.D. ANALYSIS OF TAXES COLLECTED FOR RECONCILIATION 2021-2022 July 31, 2022

PRICE   19.0371   9.04000   10.000	TAX YEAR	General	2021 Debt Service	Tatal	General	Prior Years Debt Service	Tatal	General	TOTAL Debt Service	Takal
COLLETIONS:  OCCUPANT ASSISTMENTS  OCCUPANT	PERCENTAGE				Fund \$ 0.0000	Fund \$ -	Total \$ 0.0000	Fund \$ -	Fund \$ -	Total \$ -
TAX ADUSTREMITY  0.00  0										
TAXES   17,960.91 37,554.34 59,345.25   0.00 0.00 0.00   0.00   0.00 0.00 0.	TAX ADJUSTMENTS									
NOV. REAL PURISITION TO SEA 10.00 9.00 0.00 0.00 0.00 0.00 0.00 0.0	TAXES	21,790.91	37,554.34	59,345.25	0.00	0.00	0.00	21,790.91	37,554.34	59,345.25
TAX ADUSTMENTS   55-0.05   55-6.05   55-0.05   56-0.05   50-0.05		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TAKES	TAX ADJUSTMENTS									
DEC	TAXES	47,097.23	81,167.14	128,264.37	0.00	0.00	0.00	47,097.23	81,167.14	128,264.37
MAX ADUSTMENTS   C2-22	PENALTY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TAXES 60,409157 1,041,033.30 1,045,092.87 0.00 0.00 0.00 0.00 0.00 0.00 1,045,092.87 1,041,033.30 1,045,092.87 1,042,092.8		(2.42)	(4.17)		0.00	0.00	0.00		(4.17)	(6.59)
JAN   TAX ADDISTMENTS   338.86   \$58.58   \$92.84   \$(30.00)   \$(77.00)   \$(102.00)   \$308.86   \$51.18   \$82.04   \$84.85   \$40.00   \$										
TAX ADUSTNENTS  DAGS TAX REV	PENALTY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
BASE TAX REV 126.61.20 218,201.12 34,851.25 (20.00) 0.00 0.00 15,581.00 15,000 0.00 0.00 0.00 0.00 15,081.		338.86	583.98	922.84	(30.00)	(72.00)	(102.00)	308.86	511.98	820.84
FERMALTY  FERMALTY  TAX ADJUSTMENTS  BASE TAX REV  TAX ADJUSTMENTS  TAX A	BASE TAX REV	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TAX ADJUSTMENTS  BASE TAX REV  BASE TAX REV  TAX ADJUSTMENTS  TAX ADJUSTMENTS  BASE TAX REV  TAX ADJUSTMENTS  TAX ADJUSTMENTS  BASE TAX REV  TAX ADJUSTMENTS										
BASE TAX REV 20.00 0.00 0.00 0.00 0.00 0.00 0.00 0.		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PENALTY   75.91   130.82   206.73   0.00   0.00   0.00   75.51   130.82   206.73	BASE TAX REV	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TAX ADJUSTMENTS  0.00  0										
BASE TAX REV			0.00	2.22		2.00	0.00			0.00
PENALTY	BASE TAX REV	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TAX ADJUSTMENTS										
BASE TAX REV										
PENALTY										
MAY TAX ADJUSTMENTS (78.60) (135.46) (214.06) 0.00 0.00 0.00 0.00 0.00 0.00 0.00										
BASE TAX REV 1.0.00 1.0	MAY									
TAXES   3,907.87   6,734.80   10,642.67   0.00   0.00   0.00   0.00   1,91.8   33.05   52.23   0.00   0.00   0.00   0.00   1,91.8   33.05   52.23   0.00   0.00   0.00   0.00   1,91.8   33.05   52.23   0.00	TAX ADJUSTMENTS									
JUN   TAX ADJUSTMENTS   C74,56   C128,49   C203,05   C	TAXES	3,907.87	6,734.80	10,642.67	0.00	0.00	0.00	3,907.87	6,734.80	10,642.67
TAX ADJUSTMENTS BASE TAX REV		15,10	55.05	32.23	0.00	0.00	0.00	13110	55.05	32.23
TAXES   1,076.16   1,854.66   2,930.82   0.00   0.00   0.00   1,076.16   1,854.66   2,930.82	TAX ADJUSTMENTS									
DIL   TAX ADJUSTMENTS   (23.06)	TAXES	1,076.16	1,854.66	2,930.82	0.00	0.00	0.00	1,076.16	1,854.66	2,930.82
TAX ADJUSTMENTS (73.06) (125.92) (198.98) 0.00 0.00 0.00 (73.06) (125.92) (198.98) 0.00 0.00 0.00 (0.06) (0.09) (0.15) (0.15) 0.00 0.00 0.00 (0.06) (0.09) (0.15) (0.15) 0.00 0.00 0.00 0.00 0.00 (0.06) (0.09) (0.15) (0.15) 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.		14.88	25.04	40.52	0.00	0.00	0.00	14.88	25.04	40.52
TAXES PENALTY 2,828.80 4,875.14 7,703.94 0.00 0.00 0.00 2,828.80 4,875.14 7,703.94 PENALTY 2.72 4.70 7.42 0.00 0.00 0.00 0.00 2.72 4.70 7.42 AUG  TAX ADJUSTMENTS 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.	TAX ADJUSTMENTS									
AUG TAX ADJUSTMENTS BASE TAX REV 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.	TAXES	2,828.80	4,875.14	7,703.94	0.00	0.00	0.00	2,828.80	4,875.14	7,703.94
TAX ADJUSTMENTS BASE TAX REV O.00 O.00 O.00 O.00 O.00 O.00 O.00 O.0		2.72	4.70	7.42	0.00	0.00	0.00	2.72	4.70	7.42
TAXES   0.00   0	TAX ADJUSTMENTS									
SEP TAX ADJUSTMENTS BASE TAX REV 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.	TAXES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TAX ADJUSTMENTS BASE TAX REV O.00 O.00 O.00 O.00 O.00 O.00 O.00 O.0	PENALTY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TAXES   0.00   0		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PENALTY  0.00  0.0										
BASE TAX REV (0.06) (0.09) (0.15) 0.00 0.00 (0.00) (0.06) (0.09) (0.15) (0.05) (0.00)	PENALTY	0.00	0.00							0.00
BASE TAX REV (0.06) (0.09) (0.15) 0.00 0.00 (0.00) (0.06) (0.09) (0.15) (0.05) (0.00)	TOTAL									
PENALTY 382.20 658.67 1,040.87 0.00 0.00 0.00 382.20 658.67 1,040.87  TOTAL DISTRIBUTION 843,365.12 1,453,451.30 2,296,816.42 (30.00) (72.00) (102.00) 843,335.06 1,453,379.21 2,296,714.27  BEGINNING TAXES RECEIVABLE TAX ADJUSTMENTS 586.80 1,011.29 1,598.09 (30.00) (72.00) (102.00) 556.80 939.29 1,496.09 (30.00) (72.00) (102.00) 556.80 939.29 1,496.09 (30.00) (72.00) (102.00) (842,982.92) (1,452,792.63) (2,295,775.55) 30.00 72.00 102.00 (842,952.92) (1,452,720.63) (2,295,673.55)	BASE TAX REV								( /	
BEGINNING TAXES RECEIVABLE TAX ADJUSTMENTS BASE TAX REV LESS: COLLECTIONS  TAX  BEGINNING TAXES RECEIVABLE TAX ADJUSTMENTS BASE TAX REV (842,982.92) (1,452,792.63) (2,295,775.55)  TAX  BEGINNING TAX 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0										
TAXES RECEIVABLE TAX ADJUSTMENTS BASE TAX REV LESS: COLLECTIONS  844,173.38  1,454,844.26  2,299,017.64  0.00  0.00  0.00  0.00  0.00  844,173.38  1,454,844.26  2,299,017.64  0.00	TOTAL DISTRIBUTION	843,365.12	1,453,451.30	2,296,816.42	(30.00)	(72.00)	(102.00)	843,335.06	1,453,379.21	2,296,714.27
TAXES RECEIVABLE TAX ADJUSTMENTS BASE TAX REV LESS: COLLECTIONS  844,173.38  1,454,844.26  2,299,017.64  0.00  0.00  0.00  0.00  0.00  844,173.38  1,454,844.26  2,299,017.64  0.00	REGINNING									
BASE TAX REV 0.06 0.09 0.15 0.00 0.00 0.00 0.00 0.00 0.00 0.15 10.00 0.00	TAXES RECEIVABLE									
TAX	BASE TAX REV	0.06	0.09	0.15	0.00	0.00	0.00	0.06	0.09	0.15
		(842,982.92)	(1,452,792.63)	(2,295,775.55)	30.00	72.00	102.00	(842,952.92)	(1,452,720.63)	(2,295,673.55)
		1,777.31	3,063.02	4,840.33	0.00	0.00	0.00	1,777.31	3,063.02	4,840.33



#### Highlands at Mayfield Ranch M.U.D.

#### **Accountant's Compilation Report**

July 31, 2022

The District is responsible for the accompanying financial statements of the governmental activities of Highlands at Mayfield Ranch M.U.D., as of and for the ten months ended July 31, 2022, which collectively comprise the District's basic financial statements – governmental funds in accordance with the accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

The District has omitted the management's discussion and analysis, the Statement of Net Assets, and Statement of Activities that the Governmental Accounting Standards Board required to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historic context.

In addition, the District has elected to omit substantially all of the disclosures and the statement of cash flows required by accounting principles generally accepted in the United States of America. If the omitted disclosures and the statement of cash flows and the components required by GASB 34 were included in the financial statements, they might influence the user's conclusions about the District's financial position, results of operations, and cash flows. Accordingly, these financial statements are not designed for those who are not informed about such matters.

Accounting principles generally accepted in the United States of America require that budgetary comparison information be presented to supplement the basic financial statements. Such information is presented for purposes of additional analysis and, although not a required part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting and for placing the basic financial statements in an appropriate operational, economic, or historical context. Such information is the responsibility of management. The required supplementary information was subject to our compilation engagement. We have not audited or reviewed the required supplementary information and do not express an opinion, a conclusion, nor provide any assurance on such information.

### Supplementary Information

The supplementary information contained in the schedules described in the Supplementary Information Index is presented for purposes of additional analysis and is not a required part of the basic financial statements. This information is the representation of management. The information was subject to our compilation engagement; however, we have not audited or reviewed the supplementary information and, accordingly, do not express an opinion, a conclusion, nor provide any form of assurance on such supplementary information.

We are not independent with respect to Highlands at Mayfield Ranch M.U.D.

September 14, 2022 Round Rock, TX

# Highlands at Mayfield Ranch M.U.D. Governmental Funds Balance Sheet July 31, 2022

		<b>Governmental Fund</b>	s	
	General Fund	Debt Service Fund	Capital Projects Fund	Governmental Funds Total
Assets				
Cash and Cash Equivalents	+ 111 000 22	4	<b>.</b>	± 111 000 22
Cash Cash Equivalents	\$ 111,880.33 2,604,266.98	\$ - 2,718,273.79	\$ - 217,561.59	\$ 111,880.33 5,540,102.36
Property Taxes	1,777.32	3,063.01	-	4,840.33
Service Accounts, net of allowance	,			,
for doubtful accounts of \$ -	296,610.29	-	-	296,610.29
Prepaid Expenses Interfund	650.00	-	-	650.00
Interrund	18,631.79	-		18,631.79
Total Assets	\$ 3,033,816.71	\$ 2,721,336.80	\$ 217,561.59	\$ 5,972,715.10
Liabilities				
Accounts Payable	\$ 117,462.21	\$ -	\$ -	\$ 117,462.21
Deposit Payable Payroll Liabilities	8,459.00 -		_	8,459.00 -
Builder Deposits	8,000.00			8,000.00
Accrued WW Capital Charges	4,000.00	-	-	4,000.00
Interfund		5,259.03	13,372.76	18,631.79
Total Liabilities	137,921.21	5,259.03	13,372.76	156,553.00
Deferred Inflows of Resources				
Deferred Rev - Uncollected Taxes	1,777.32	3,063.01	-	4,840.33
Total Deferred Inflows of Resources	1,777.32	3,063.01		4,840.33
Total Deferred Innows of Resources	1,777.52	3,003.01		4,040.55
Fund Balance Fund Balances:				
Restricted for				
Debt Service	-	2,713,014.76	-	2,713,014.76
Capital Projects	-	-	204,188.83	204,188.83
Unassigned	2,894,118.18		-	2,894,118.18
Total Fund Balances	2,894,118.18	2,713,014.76	204,188.83	5,811,321.77
<b>Total Liabilities and Fund Balances</b>	\$ 3,033,816.71	\$ 2,721,336.80	\$ 217,561.59	\$ 5,972,715.10

# Highlands at Mayfield Ranch M.U.D. Statement of Revenues, Expenditures & Changes in Fund Balance-Governmental Funds October 1, 2021 - July 31,2022

		Governmental Fund	ls	
	General Fund	Debt Service Fund	Capital Projects Fund	Governmental Funds Total
Revenues:				
Property Taxes, Including Penalties	\$ 843,335.05	\$ 1,453,379.22	\$ -	\$ 2,296,714.27
Wastewater Service Revenue Wastewater Tap Connection Fees	725,576.75 4,200.00	-	-	725,576.75
Other Income	5,000.00	_	-	4,200.00 5,000.00
Interest Income	8,227.21	8,677.46	888.17	17,792.84
Total Revenues	1,586,339.01	1,462,056.68	888.17	3,049,283.86
Expenditures: Current-			4	
District Facilities				
Wastewater Expenditures	277,595.75	-		277,595.75
Garbage Fees	240,352.00	-	-Y	240,352.00
Operations Expense	63,590.35	-	-	63,590.35
Collection Fees	3,270.25	-	-	3,270.25
Landscape Maintenance Pond Maintenance	29,475.00	-	-	29,475.00
Repairs & Maintenance	12,759.30 13,990.36	_		12,759.30 13,990.36
Fountain & Well Maintenance	4,126.32	_		4,126.32
Greenbelt Maintenance	2,700.00			2,700.00
WW Line Televising	20,375.48	-	-	20,375.48
Erosion Control	3,150.00	-	-	3,150.00
Street Sweeping	9,300.00	-	- '	9,300.00
Security Lights	14,102.34	-	-	14,102.34
Utilities Administrative Services	33,067.91			33,067.91
Director Fees	5,250.00	- 4		5,250.00
Employers Payroll Tax Expense	401.63	-/-	-	401.63
Mileage Reimbursement	841.32			841.32
Tax Appraisal/Collection Fees	3,483.38	6,067.86	-	9,551.24
Election Expense	201.50	-	-	201.50
Website	3,700.00	-	-	3,700.00
Miscellaneous Expenses Professional Fees	1,047.01	-		1,047.01
Security Fees	22,388.97	_		22,388.97
Legal Fees	84,836.88	_	-	84,836.88
Accounting	16,000.00	-	_	16,000.00
Engineering Fees	48,580.95	-	-	48,580.95
Audit Fees	13,000.00	-	-	13,000.00
Financial Advisor Fees Debt Service	1,101.60	1,898.40	-	3,000.00
Bond Interest Expense	_	539,477.57	_	539,477.57
Paying Agent Fees	-	2,536.53	_	2,536.53
Developer Interest		_,	146,538.42	146,538.42
Bond Insuance Premium	<u> </u>		26,871.00	26,871.00
Total Expenditures	928,688.30	549,980.36	173,409.42	1,652,078.08
Excess/(Deficiency) of Revenues over Expenditures	657,650.71	912,076.32	(172,521.25)	1,397,205.78
Other Financing Sources (Uses)				
Bond Proceeds	-	-	1,690,000.00	1,690,000.00
Bond Reoffering Premium	-	-	14,416.15	14,416.15
Bond Issuance Costs	-	-	(188,160.31)	(188,160.31)
Capital Outlay - Land	-	-	(112,051.67)	(112,051.67)
Capital Outlay - Infrastructure	-	-	(1,355,955.74)	(1,355,955.74)
Original Issue Discount	-	-	(5,381.40)	(5,381.40)
Underwriters Discount			(12,808.50)	(12,808.50)
Total Other Financing Sources (Uses)			30,058.53	30,058.53
Excess/(Deficiency) of Revenues and Other Financing Sources over Expenditures and Other Financing Uses	657,650.71	912,076.32	(142,462.72)	1,427,264.31
Fund Balance, October 1, 2021	2,236,467.47	1,800,938.44	346,651.55	4,384,057.46
Fund Balance, July 31, 2022	\$ 2,894,118.18	\$ 2,713,014.76	\$ 204,188.83	\$ 5,811,321.77

# Supplementary Information Index

## **General Fund:**

Budgetary Comparison Schedule
Revenues and Expenditures: Actual + Budgeted
Analysis of Wastewater Revenue and Expenditures
Builder Deposits

## **Debt Service Fund:**

Debt Service Schedule



# Highlands at Mayfield Ranch M.U.D. Budgetary Comparison Schedule-General Fund July 31, 2022

		Current Month			Year to Date	
	Actual	Budget	Difference	Actual	Budget	Difference
Revenues:						
Property Tax Revenues, including p&i	\$ 2,831.46	\$ -	\$ 2,831.46	\$ 843,335.05	\$ 826,678.00	\$ 16,657.05
Wastewater Service Revenue	76,320.36	72,997.00	3,323.36	725,576.75	729,970.00	(4,393.25)
Wastewater Tap Connection Fees	-	-	-	4,200.00	-	4,200.00
Other Income	1,000.00	-	1,000.00	5,000.00	-	5,000.00
Interest Income	3,284.35		3,284.35	8,227.21		8,227.21
Total Revenues	83,436.17	72,997.00	10,439.17	1,586,339.01	1,556,648.00	29,691.01
Expenditures:						
District Facilities						
Wastewater Expenditures	28,935.97	30,809.00	1,873.03	277,595.75	308,090.00	30,494.25
Garbage Expense	24,824.00	22,040.00	(2,784.00)	240,352.00	220,400.00	(19,952.00)
Operations Expense	6,356.80	6,380.00	23.20	63,590.35	63,800.00	209.65
Collection Fees - City of Georgetown	-	-	-	3,270.25	3,300.00	29.75
Landscape Maintenance	4,255.00	4,100.00	(155.00)	29,475.00	41,000.00	11,525.00
Repairs & Maintenance	-	-	-	13,990.36	14,095.00	104.64
Wet Pond Maintenance	1,598.35	1,500.00	(98.35)	12,759.30	15,000.00	2,240.70
Fountain & Well Maintenance	2,638.10	5,000.00	2,361.90	4,126.32	10,000.00	5,873.68
WW Line Televising	-	-	-	20,375.48	20,000.00	(375.48)
Erosion Control	350.00	350.00	_	3,150.00	3,150.00	-
Street Sweeping	500.00	1,040.00	540.00	9,300.00	10,400.00	1,100.00
Greenbelt Maintenance	700.00	600.00	(100.00)	2,700.00	3,600.00	900.00
Security Fees	1,243.57	3,333.00	2,089.43	22,388.97	33,330.00	10,941.03
Security Lights	1,431.58	1,600.00	168.42	14,102.34	16,000.00	1,897.66
Security Lights Maintenance	-	-	-	-	2,100.00	2,100.00
Utilities	29,298.70	450.00	(28,848.70)	33,067.91	4,500.00	(28,567.91)
Administrative Services						
Director Fees, including payroll taxes	484.43	815.00	330.57	5,651.63	8,150.00	2,498.37
Director Reimbursements	-	100.00	100.00	841.32	1,000.00	158.68
Tax Appraisal/Collection Fees	-	-	-	3,483.38	4,300.00	816.62
Website	375.00	175.00	(200.00)	3,700.00	1,750.00	(1,950.00)
Election Expense	-	-	-	201.50	200.00	(1.50)
Bank Fees	24.00	50.00	26.00	320.00	500.00	180.00
Other Expenses		100.00	100.00	727.01	1,000.00	272.99
Professional Fees						
Legal Fees	10,129.68	6,500.00	(3,629.68)	84,836.88	65,000.00	(19,836.88)
Accounting	1,500.00	1,500.00	-	16,000.00	15,750.00	(250.00)
Engineering Fees	3,006.25	3,750.00	743.75	33,821.25	37,500.00	3,678.75
Engineering Fees - Special Projects	576.25	-	(576.25)	14,759.70	14,490.00	(269.70)
Financial Advisor Fees	-	-	-	1,101.60	1,200.00	98.40
Audit Fees				13,000.00	14,000.00	1,000.00
Total Expenditures	118,227.68	90,192.00	(28,035.68)	928,688.30	933,605.00	4,916.70
Excess/(Deficiency) of Revenues over Expenditures	\$ (34,791.51)	\$ (17,195.00)	\$ (17,596.51)	\$ 657,650.71	\$ 623,043.00	\$ 34,607.71

#### Highlands at Mayfield Ranch M.U.D. Revenues and Expenditures - General Fund: Actual & Budgeted Fiscal Year 2021-2022

	FY 2021 Budget Approved 8/26/2021	Actual Oct-21	Actual Nov-21	Actual Dec-21	Actual Jan-22	Actual Feb-22	Actual Mar-22	Actual Apr-22	Actual May-22	Actual Jun-22	Actual Jul-22	Budget Aug-22	Budget Sep-22	Total	Variance
Revenues:															
Property Taxes, inc penalties	826,677	21,791	47,097	604,060	126,581	28,351	6,705	901	3,927	1,091	2,831	-	-	843,335	16,658
Wastewater Service Revenue	875,958	71,814	72,033	68,572	72,798	73,484	73,443	73,622	73,360	70,130	76,320	72,997	72,991	871,565	(4,393)
<b>Wastewater Tap Connection Fees</b>	-	1,800	2,400	-	-	-	-	-	<b>A-</b>	-	-	-	-	4,200	4,200
Other Income		3,060	61	60	59	1,106	367	687	1,409	2,136	4,284			13,227	13,227
Total Revenues	1,702,635	98,465	121,591	672,692	199,438	102,940	80,515	75,210	78,696	73,356	83,436	72,997	72,991	1,732,327	29,692
Expenditures:									. 4						
District Facilities															
Wastewater Expenditures	369,706	26,516	26,443	26,663	26,687	26,712	28,910	28,883	28,936	28,910	28,936	30,809	30,809	339,214	30,492
Garbage Expense	264,480	22,574	22,898	23,502	23,966	24,290	24,453	24,546	24,569	24,731	24,824	22,040	22,040	284,432	(19,952)
Operations Expense	76,560	6,305	6,287	6,339	6,345	6,351	6,553	6,345	6,357	6,351	6,357	6,380	6,380	76,350	210
Collection Fees - City of GT	4,600	811	-	817	-	-	821	_	-	822	-	-	1,300	4,570	30
Landscape Maintenance	49,200	4,100	4,100	4,100	-	-	-	4,410	4,255	4,255	4,255	4,100	4,100	37,675	11,525
Repairs & Maintenance	275,000	270	-	1,433	595	-	5,167	-	6,150	375	-	-	260,905	274,895	105
Wet Pond Maintenance	18,000	1,196	1,241	1,196	1,196	1,196	1,236	1,301	1,243	1,355	1,598	1,500	1,500	15,759	2,241
Fountain & Well Maintenance	15,000	-	-	-	-	-	-	-	1,488	-	2,638	-	5,000	9,126	5,874
WW Line Televising	20,000	-	20,064	312	-	-	-	-	-	-	-	-	-	20,375	(375)
Street Sweeping	12,480	960	1,200	960	1,200	480	1,250	-	1,000	1,750	500	1,040	1,040	11,380	1,100
Erosion Control	4,200	350	350	350	350	350	-	350	350	350	350	350	700	4,200	-
Greenbelt Maintenance	4,800	600	-	-	-	<b>4</b> -	-	-	700	700	700	600	600	3,900	900
Security Fees	40,000	2,167	2,174	2,051	2,209	1,108	4,119	2,215	2,190	2,883	1,244	3,333	3,337	29,029	10,971
Security Lights	19,200	1,386	1,273	1,422	1,432	1,432	1,432	1,432	1,432	1,432	1,432	1,600	1,600	17,302	1,898
Security Light Maintenance	8,400	-	-	-	-	-	-		-	-	-	2,100	4,200	6,300	2,100
Utilities	5,400	394	390	416	447	442	420	403	440	417	29,299	450	450	33,968	(28,568)
Administrative Services															
Director Fees	9,780	653	7	815	815	484	646	807	484	484	484	815	815	7,311	2,469
Director Reimbursements	1,200	67	-	67	67	36	288	147	84	84	-	100	100	1,041	159
Tax Appraisal/Collection Fees	6,200	93	-	1,130	-	-	1,130	-	1,130	-	-	-	1,900	5,383	817
Insurance	12,600	-	-	-	-	-	-	-	-	-	-	12,400	200	12,600	-
Election Expense	10,000	-	-	-	-	-	148	19	35	-	-	-	9,800	10,002	(2)
Website	3,750	275	325	325	325	275	225	325	475	775	375	175	1,825	5,700	(1,950)
Publications	2,000	-	-	-	4	-	-	-	-	-	-	-	2,000	2,000	-
Bank Fees	600	34	24	34	34	34	34	34	34	34	24	50	50	420	180
Other Expenses	1,200	-	-	-	/-	139	395	-	-	193	-	100	100	927	273
Professional Fees															
Legal Fees	78,000	6,597	5,514	6,178	7,575	9,395	9,720	8,764	7,816	13,148	10,130	6,500	6,500	97,837	(19,837)
Accounting	18,750	1,500	1,500	1,500	2,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	19,000	(250)
Engineering Fees	45,000	7,154	2,925	3,048	3,243	2,463	2,609	3,363	3,438	2,575	3,006	3,750	3,750	41,321	3,679
Engineering Fees-Sp Proj	40,000	1,689	1,739	228	834	1,809	2,723	1,089	1,915	2,159	576	-	25,510	40,270	(270)
Financial Advisor Fees	1,200	-	-	1,102	-	-	-	-	-	-	-	-	-	1,102	98
Audit Fees	14,000	<u>-</u> .	<u> </u>	<u>-</u>	10,500	2,500	<del>-</del>		<del>-</del>	<u> </u>	-	<del>-</del>	<del>-</del>	13,000	1,000
Total Expenditures	1,431,306	85,691	98,455	83,987	90,319	80,995	93,777	85,932	96,021	95,282	118,228	99,692	398,011	1,426,391	4,915
Excess/(Deficiency) of Revenues															
over Expenditures	\$ 271,329	\$ 12,774	\$ 23,136	\$ 588,704	\$ 109,119	\$ 21,945	\$ (13,262)	\$ (10,722)	\$ (17,325)	\$ (21,926)	\$ (34,792)	\$ (26,695)	\$ (325,020)	\$ 305,936	\$ 34,607

Fund Balance 2,894,118
Budget thru 9/30/22 (351,715)
Fund Balance + Budgeted \$ 2,542,403

### Highlands at Mayfield Ranch MUD Analysis of Wastewater Revenue and Expenditures October 1, 2021 - July 31, 2022

			REVENUE			EXPENSE	
Month		# Active Connections	Billed by City of Georgetown	# Gallons Multiplier	Rate	Accrued for Month	Paid to City of Cedar Park
Prior Year Bal	ance					-	(199.38)
Oct-21	Res	1087	71,814.42	6,271	0.00389	26,516.48	26,796.05
Nov-21	Res	1084	72,033.29	6,271	0.00389	26,443.30	26,844.83
Dec-21	Res	1093	72,713.20	6,271	0.00389	26,662.85	26,383.28
Jan-22	Res	1094	72,797.96	6,271	0.00389	26,687.24	26,687.24
Feb-22	Res	1095	70,104.49	6,271	0.00389	26,711.64	26,711.64
Mar-22	Res	1095	73,443.35	6,787	0.00389	29,111.72	28,909.57
Apr-22	Res	1094	73,621.72	6,787	0.00389	28,883.16	28,883.16
May-22	Res	1096	73,360.14	6,787	0.00389	28,935.97	28,935.97
Jun-22	Res	1095	70,129.57	6,787	0.00389	28,909.57	28,909.57
Jul-22	Res	1096	76,320.36	6,787	0.00389	28,935.97	28,935.97
Aug-22	Res	-	-	6,787	0.00389	-	-
Sep-22	Res	-	-	6,787	0.00389	-	-
Balance			\$ 726,338.50			\$ 277,797.91	\$ 277,797.90
				Balance Owe	d to (from) City	of Cedar Park	\$ -

# Highlands at Mayfield Ranch M.U.D. Builder Deposits July 31, 2022

Builder	Deposit Date	Amount
M/I Homes of Austin	8/31/2013	2,000.00
Highland Homes	5/20/2014	2,000.00
Sitterle Homes	11/30/2016	2,000.00
Ashton Woods	11/30/2018	2,000.00
		8,000.00



# <u>Highlands at Mayfield Ranch M.U.D.</u> <u>Debt Service Schedule</u>

		Series	2015	Series	2016	Series	2017	Series	2018	Series	2019	Series	2020	Series	2021	Total	al
		Interest Rates 2		Interest Rates 2		Interest Rates		Interest Rates 3		Interest Rates 2		Interest Rates 2		Interest Rates :			
Due Date	Paid Date	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest
3/1/2016	2/26/2016	-	106,611	-	-	-	-	-	-	-	_	_	-	-	-	-	106,611
9/1/2016			71,873		-		-		-		-	-	-		<u> </u>	-	71,873
FY 2016	2/1/0017		178,483										<u> </u>		<u> </u>		178,483
3/1/2017 9/1/2017		-	71,873 71,873	-	117,044	-	-	-	-	-	-	-	-	-	-	-	71,873 188,916
FY 2017	.,.,==		143,745		117,044		-								-		260,789
3/1/2018			71,873	-	83,936	-	61,613	-	-	-	-	-	-	-	-		217,421
9/1/2018 FY 2018	9/1/2018	55,000 <b>55,000</b>	71,873 <b>143,745</b>		83,936 <b>167,871</b>		110,903 172,516				<del>-</del>	-	<del></del>		<del></del>	55,000 <b>55,000</b>	266,711 <b>484,132</b>
3/1/2019	3/1/2019	-	71,323	-	83,936	-	110,903	-	-			-	-	-	-		266,161
9/1/2019	9/1/2019	55,000	71,323	85,000	83,936		110,903		188,760		<u> </u>		-			140,000	454,921
FY 2019 3/1/2020	3/1/2020	55,000	<b>142,645</b> 70,704	85,000	167,871 83,043		221,806 110,903		188,760 135,366		47,412		<u> </u>			140,000	<b>721,082</b> 447,427
9/1/2020		60,000	70,704	90,000	83,043	150,000	110,903	-	135,366		67,198		-	-	-	300,000	467,213
FY 2020		60,000	141,408	90,000	166,086	150,000	221,806	-	270,731		114,609			-	-	300,000	914,640
3/1/2021	3/1/2021	- /F 000	69,984	-	82,031	150,000	107,903	100,000	135,366	-	67,198		40,961	=-	-	420,000	503,442
9/1/2021 FY 2021	9/1/2021	65,000 65,000	69,984 139,968	95,000 <b>95,000</b>	82,031 164,061	150,000 150,000	107,903 <b>215,806</b>	120,000 120,000	135,366 <b>270,731</b>		67,198 <b>134,395</b>	<del> </del>	72,284 113,245		<del></del>	430,000 430,000	534,765 1,038,207
3/1/2022	3/1/2022	=	69,123	-	80,891	-	104,903	=	131,616	-	67,198	-	72,284	-	13,464	-	539,478
9/1/2022	9/1/2022	70,000	69,123	95,000	80,891	155,000	104,903	125,000	131,616	85,000	67,198	-	72,284		19,703	530,000	545,717
FY 2022 3/1/2023		70,000	<b>138,245</b> 68,108	95,000	<b>161,781</b> 79,703	155,000	<b>209,806</b> 101,803	125,000	263,231 128,178	85,000	134,395 66,348	-	<b>144,569</b> 72,284		<b>33,167</b> 19,703	530,000	<b>1,085,194</b> 536,127
9/1/2023		75,000	68,108	100,000	79,703	155,000	101,803	130,000	128,178	90,000	66,348	110,000	72,284	35,000	19,703	695,000	536,127
FY 2023		75,000	136,215	100,000	159,406	155,000	203,606	130,000	256,356	90,000	132,695	110,000	144,569	35,000	39,406	695,000	1,072,254
3/1/2024		- 75,000	66,983 66,983	105,000	78,203 78,203	160,000	98,703 98,703	135,000	124,603 124,603	95,000	65,448 65,448	115,000	70,084 70,084	40,000	19,353 19,353	725,000	523,377 523,377
9/1/2024 FY 2024		75,000	133,965	105,000	156,406	160,000	197,406	135,000	249,206	95,000	130,895	115,000	140,169	40,000	38,706	725,000	1,046,754
3/1/2025		-	65,783	-	76,628	-	95,503	-	120,891	-	64,498	-	67,784	-	18,753	-	509,839
9/1/2025		80,000	65,783	110,000	76,628	160,000	95,503	145,000	120,891	100,000	64,498	120,000	67,784	40,000	18,753	755,000	509,839
FY 2025 3/1/2026		80,000	<b>131,565</b> 64,443	110,000	<b>153,256</b> 74,428	160,000	<b>191,006</b> 92,303	145,000	241,781 116,903	100,000	128,995 63,498	120,000	135,569 65,384	40,000	<b>37,506</b> 18,353	755,000	1,019,679 495,312
9/1/2026		85,000	64,443	115,000	74,428	165,000	92,303	150,000	116,903	105,000	63,498	125,000	65,384	40,000	18,353	785,000	495,312
FY 2026		85,000	128,885	115,000	148,856	165,000	184,606	150,000	233,806	105,000	126,995	125,000	130,769	40,000	36,706	785,000	990,624
3/1/2027 9/1/2027		90,000	62,955 62,955	120,000	72,128 72,128	170,000	89,828 89,828	155.000	112,778 112,778	110,000	62,448 62,448	130.000	64,134 64,134	40.000	17,953 17,953	815,000	482,224 482,224
FY 2027		90,000	125,910	120,000	144,256	170,000	179,656	155,000	225,556	110,000	124,895	130,000	128,269	40,000	35,906	815,000	964,449
3/1/2028		=	61,335	-	69,728	-	87,278	-	110,066	-	61,348	-	62,834	-	17,553	-	470,142
9/1/2028		95,000 <b>95,000</b>	61,335 <b>122,670</b>	120,000 120,000	69,728 139,456	180,000 180,000	87,278 <b>174,556</b>	165,000	110,066 <b>220,131</b>	115,000	61,348	140,000	62,834	45,000 <b>45,000</b>	17,553	860,000	470,142 940,284
FY 2028 3/1/2029		75,000	59,578	120,000	67,328	180,000	84,578	165,000	107,178	115,000	<b>122,695</b> 60,140	140,000	125,669 61,434	45,000	<b>35,106</b> 17,103	860,000	457,339
9/1/2029		105,000	59,578	125,000	67,328	180,000	84,578	170,000	107,178	120,000	60,140	145,000	61,434	45,000	17,103	890,000	457,339
FY 2029		105,000	119,155	125,000	134,656	180,000	169,156	170,000	214,356	120,000	120,280	145,000	122,869	45,000	34,206	890,000	914,679
3/1/2030 9/1/2030		110,000	57,583 57,583	130,000	64,828 64,828	190,000	81,878 81,878	180,000	104,203 104,201	125,000	58,880 58,880	150,000	59,984 59,984	45,000	16,653 16,653	930,000	444,009 444,007
FY 2030		110,000	115,165	130,000	129,656	190,000	163,756	180,000	208,404	125,000	117,760	150,000	119,969	45,000	33,306	930,000	888,017
3/1/2031		-	55,383	-	62,228	-	79,028	-	100,828	-	57,474	-	58,484	-	16,203	-	429,628
9/1/2031 <b>FY 2031</b>		115,000 115,000	55,383 110,765	140,000 <b>140,000</b>	62,228 <b>124,456</b>	190,000	79,028 <b>158,056</b>	185,000 185,000	100,828 <b>201,656</b>	135,000 135,000	57,474 114,948	155,000 155,000	58,484 116,969	50,000 <b>50,000</b>	16,203 <b>32,406</b>	970,000 <b>970,000</b>	429,628 <b>859,256</b>
3/1/2032		- 115,000	53,083	140,000	59,428	170,000	76,178	185,000	97,359	133,000	55,955	155,000	56,934	- 50,000	15,703	770,000	414,641
9/1/2032		120,000	53,083	145,000	59,428	200,000	76,178	195,000	97,359	140,000	55,955	165,000	56,934	50,000	15,703	1,015,000	414,641
FY 2032		120,000	106,165	145,000	118,856	200,000	152,356	195,000	194,719	140,000	111,910	165,000	113,869	50,000	31,406	1,015,000	829,281
3/1/2033 9/1/2033		130,000	50,383 50,383	150,000	56,528 56,528	200,000	73,178 73,178	205,000	93,703 93,703	145,000	54,310 54,310	170,000	55,284 55,284	50,000	15,203 15,203	1,050,000	398,589 398,589
FY 2033		130,000	100,765	150,000	113,056	200,000	146,356	205,000	187,406	145,000	108,620	170,000	110,569	50,000	30,406	1,050,000	797,179
3/1/2034		105.000	47,458	155,000	53,528	-	70,178	-	89,859	155,000	52,606	100.000	53,584	-	14,703	1 105 000	381,917
9/1/2034 FY 2034		135,000 135,000	47,458 <b>94,915</b>	155,000 155,000	53,528 107,056	210,000 210,000	70,178 <b>140,356</b>	215,000 <b>215,000</b>	89,859 <b>179,719</b>	155,000 155,000	52,606 <b>105,213</b>	180,000 180,000	53,584 107,169	55,000 <b>55,000</b>	14,703 <b>29,406</b>	1,105,000 1,105,000	381,917 <b>763,834</b>
3/1/2035		-	44,690	- 100,000	50,428		66,766		85,828	.55,000	50,669	-	51,784	-	14,119	-,	364,284
9/1/2035		145,000	44,690	160,000	50,428	220,000	66,766	225,000	85,828	160,000	50,669	190,000	51,784	55,000	14,119	1,155,000	364,284
FY 2035 3/1/2036		145,000	<b>89,380</b> 41,718	160,000	100,856 47,228	220,000	<b>133,531</b> 63,191	225,000	171,656 81,328	160,000	101,338 48,669	190,000	<b>103,569</b> 49,766	55,000	28,238 13,534	1,155,000	<b>728,568</b> 345,433
9/1/2036		155,000	41,718	165,000	47,228	230,000	63,191	235,000	81,328	170,000	48,669	195,000	49,766	55,000	13,534	1,205,000	345,433
FY 2036		155,000	83,435	165,000	94,456	230,000	126,381	235,000	162,656	170,000	97,338	195,000	99,531	55,000	27,069	1,205,000	690,866
3/1/2037		145,000	38,540	175,000	43,928	240,000	59,309 59,309	245 000	76,628	190,000	46,438	205.000	47,694 47,694	40.000	12,950	1 270 000	325,487
9/1/2037 <b>FY 2037</b>		165,000 165,000	38,540 <b>77,080</b>	175,000 175,000	43,928 <b>87,856</b>	240,000 <b>240,000</b>	118,619	245,000 <b>245,000</b>	76,628 <b>153,256</b>	180,000 180,000	46,438 <b>92,875</b>	205,000 <b>205,000</b>	95,388	60,000	12,950 <b>25,900</b>	1,270,000 1,270,000	325,487 <b>650,974</b>
3/1/2038		=	35,158	-	40,319	-	55,259	-	71,728	-	44,075	-	45,388	-	12,313		304,239
9/1/2038		175,000	35,158	180,000	40,319	250,000	55,259	255,000	71,728	185,000	44,075	215,000	45,388	60,000	12,313	1,320,000	304,239
FY 2038 3/1/2039		175,000	<b>70,315</b> 31,570	180,000	<b>80,638</b> 36,606	250,000	<b>110,519</b> 51,041	255,000	143,456 66,628	185,000	<b>88,150</b> 41,531	215,000	<b>90,775</b> 42,969	60,000	<b>24,625</b> 11,563	1,320,000	<b>608,478</b> 281,908
9/1/2039		185,000	31,570	190,000	36,606	255,000	51,041	265,000	66,628	195,000	41,531	225,000	42,767	65,000	11,563	1,380,000	281,908
FY 2039		185,000	63,140	190,000	73,213	255,000	102,081	265,000	133,256	195,000	83,063	225,000	85,938	65,000	23,125	1,380,000	563,815
3/1/2040 9/1/2040		195,000	27,778 27,778	- 195,000	32,688 32,688	265,000	46,738 46,738	280,000	61,328 61,328	205,000	38,850 38,850	235,000	40,438 40,438	65,000	10,750 10,750	1,440,000	258,568 258,568
FY 2040		195,000	55,555	195,000	65,375	265,000	93,475	280,000	122,656	205,000	77,700	235,000	80,875	65,000	21,500	1,440,000	517,136
3/1/2041		-	23,780	-	28,666	-	42,266		55,728	-	35,775	-	37,500		9,938		233,652

### <u>Highlands at Mayfield Ranch M.U.D.</u> <u>Debt Service Schedule</u>

	Series	2015	Series	2016	Series	2017	Series :	2018	Series	2019	Series	2020	Series :	2021	Toto	al
	Interest Rates 2	2.00% - 4.50%	Interest Rates 2	2.10% - 4.25%	Interest Rates 3	3.00% - 4.00%	Interest Rates 3	.50% - 6.25%	Interest Rates 2	2.00% - 3.00%	Interest Rates 2	.00% - 2.50%	Interest Rates 2	00% - 2.50%		
Due Date Paid Date	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest
9/1/2041	205,000	23,780	205,000	28,666	275,000	42,266	290,000	55,728	215,000	35,775	245,000	37,500	70,000	9,938	1,505,000	233,652
FY 2041	205,000	47,560	205,000	57,331	275,000	84,531	290,000	111,456	215,000	71,550	245,000	75,000	70,000	19,875	1,505,000	467,304
3/1/2042	220.000	19,578	210.000	24,438	285.000	37,625	-	49,928	-	32,550	-	34,438	- 70.000	9,063	1 570 000	207,618
9/1/2042		19,578		24,438		37,625	305,000	49,928	225,000	32,550	255,000	34,438	70,000	9,063	1,570,000	207,618
FY 2042	220,000	<b>39,155</b> 15.068	210,000	<b>48,875</b> 19,975	285,000	<b>75,250</b> 32,638	305,000	99,856 43.828	225,000	<b>65,100</b> 29,175	255,000	68,875	70,000	18,125	1,570,000	415,236
3/1/2043	220,000		200,000		200.000		215 000		240.000		2/5 000	31,250	70.000	8,188	1 (40 000	180,121
9/1/2043	230,000	15,068	220,000	19,975 <b>39,950</b>	300,000	32,638	315,000	43,828	240,000	29,175	265,000	31,250	70,000	8,188	1,640,000	180,121
FY 2043	230,000	30,135	220,000	15,300	300,000	<b>65,275</b> 27,388	315,000	<b>87,656</b> 37,331	240,000	58,350	265,000	62,500	70,000	16,375	1,640,000	360,241 151,196
3/1/2044	245.000	10,353			305.000		330,000		050,000	25,575	280,000	27,938	75.000	7,313	1 715 000	
9/1/2044		10,353 <b>20.705</b>	230,000	15,300 <b>30.600</b>		27,388 <b>54.775</b>		37,331 <b>74.663</b>	250,000	25,575		27,938 <b>55.875</b>	75,000	7,313 <b>14.625</b>	1,715,000	151,196
FY 2044	245,000	5,330	230,000	10,413	305,000	22,050	330,000	30,525	250,000	<b>51,150</b> 21,825	280,000	24,438	75,000	6,375	1,715,000	<b>302,393</b> 120,955
3/1/2045 9/1/2045	260,000	5,330	240.000	10,413	320.000	22,050	345,000	30,525	265,000		290,000		80,000		1.800.000	
9/1/2045 <b>FY 2045</b>	260,000	10,660	240,000	20,825	320,000	44,100	345,000	61,050	265,000	21,825 43,650	290,000	24,438 <b>48,875</b>	80,000	6,375 <b>12,750</b>	1,800,000	120,955 <b>241,910</b>
	260,000	10,000	240,000	5.313	320,000	16,450	345,000	23,409	265,000	17,850	290,000	20.813	80,000	5,375	1,800,000	89,209
3/1/2046	-	-	250.000	5,313	-	16,450	2 (0 000		075 000		205.000		- 00.000		1 700 000	
9/1/2046				10,625	460,000	32,900	360,000	23,409	275,000 <b>275,000</b>	17,850	305,000	20,813	80,000	5,375	1,730,000	89,209
FY 2046			250,000		460,000		360,000	46,819		35,700	305,000	41,625	80,000	10,750	1,730,000	178,419
3/1/2047	-	-	-	-	480.000	8,400 8,400	380,000	15,984 15,984	290.000	13,725 13,725	320,000	17,000 17,000	85,000	4,375 4.375	1,555,000	59,484 59,484
9/1/2047 <b>FY 2047</b>					480,000	16,800	380,000	31,969	290,000	27,450	320,000	34,000	85,000	8,750	1,555,000	118,969
					480,000		380,000		290,000		320,000		85,000		1,555,000	
3/1/2048 9/1/2048	-	-	-	-	-	-	395,000	8,147 8,147	305,000	9,375 9,375	330,000	13,000 13,000	85,000	3,313 3,313	1,115,000	33,834 33,834
FY 2048							395,000	16,294	305,000	18.750	330,000	26,000	85,000	6.625	1,115,000	
3/1/2049						<u> </u>	375,000	10,274	305,000	4,800	330,000	8,875	85,000	2,250	1,115,000	<b>67,669</b> 15,925
9/1/2049	-	-	-	-	-		-		320,000	4,800	345,000	8,875	90.000	2,250	755,000	15,925
									320,000	9,600		17,750	90,000	4.500		31,850
<b>FY 2049</b> 3/1/2050		<u> </u>		<del></del>	<u>-</u>	<del></del>			320,000	7,600	345,000	4,563	90,000	1,125	755,000	5,688
9/1/2050	-	-	-	-	-	-	-	-		-	365,000	4,563	90,000	1,125	455,000	5,688
FY 2050		<del></del>				<del></del>				<del></del>	365,000	9,125	90,000	2,250	455,000	11,375
3/1/2051	<u> </u>	<u> </u>			<u>-</u>	<u> </u>			<del></del>	<u> </u>	303,000	7,125	70,000	2,250	455,000	11,3/3
9/1/2051	-	-	-	-	-	-	-	-		-	-	-	-	-	-	-
FY 2051	<del></del>					<del></del>	-		_							
F1 2051								<del></del>		<u> </u>	<del></del>	<u> </u>	<del></del>			
Total - All Series	\$ 3,700,000	\$ 3,041,498	\$ 4,300,000	\$ 3,284,690	\$ 6,500,000	\$ 4,160,854	\$ 6,500,000	\$ 5,023,252	\$ 5,000,000	\$ 2,751,062	\$ 5,970,000	\$ 2,749,939	\$ 1,690,000	712,723	\$ 33,660,000	\$ 21,724,018
Principal & Interest payments made	(305,000)	(1,028,238)	(365,000)	(944,715)	(455,000)	(1,041,741)	(245,000)	(993,454)	(85,000)	(383,399)		(257,814)		(33,167)	(1,455,000)	(4,682,528)
Balance Outstanding	\$ 3,395,000	\$ 2,013,260	\$ 3,935,000	\$ 2,339,975	\$ 6,045,000	\$ 3,119,113	\$ 6,255,000	\$ 4,029,798	\$ 4,915,000	\$ 2,367,663	\$ 5,970,000	\$ 2,492,125	\$ 1,690,000	679,556	\$ 32,205,000	\$ 17,041,490



# Highlands at Mayfield Ranch M.U.D. Payroll Register September 22, 2022

Date	Source Name	Payroll Item	Amount
09/22/2022	Franklin, Frederick W. Franklin, Frederick W. Franklin, Frederick W. Franklin, Frederick W.	Directors Wages Federal Withholding Social Security Employee Medicare Employee	150.00 0.00 (9.30) (2.18)
			138.52
09/22/2022	Henderson, Stacy Henderson, Stacy Henderson, Stacy Henderson, Stacy	Directors Wages Federal Withholding Social Security Employee Medicare Employee	150.00 0.00 (9.30) (2.17)
			138.53
09/22/2022	Highsmith, Carl Highsmith, Carl Highsmith, Carl Highsmith, Carl	Directors Wages Federal Withholding Social Security Employee Medicare Employee	150.00 0.00 (9.30) (2.17)
			138.53
09/22/2022	Oordt, Darlene K Oordt, Darlene K Oordt, Darlene K Oordt, Darlene K	Directors Wages Federal Withholding Social Security Employee Medicare Employee	150.00 0.00 (9.30) (2.17)
			138.53
09/22/2022	Fennell, Bari L. Fennell, Bari L. Fennell, Bari L. Fennell, Bari L.	Directors Wages Federal Withholding Social Security Employee Medicare Employee	150.00 0.00 (9.30) (2.17)
			138.53
TOTAL			692.64

## Aquatic Features, Inc.

6611 Burnet Lane Austin, TX 78757



# Invoice

Date	Invoice #
9/5/2022	202209416

Bill To	
Highlands at Mayfield Ranch 3	
c/o Bott & Douthitt, PLLC	
Attn: Tricia Melton	
P.O. Box 2445	
Round Rock, TX 78680	

Info	 3 880

P.O. No.	Terms	Project

				DE 11
Quantity	Description		Rate	Amount
1	Wet pond maintenance: work done in previous mo date; three ponds.	onth from invoice	975.00	975.00
1.9	Sonar growth inhibitors amortized over 12 months 11, 2022	; Updated March	46.50	88.35
7	Pond dye		15.00	105.00
	Beneficial-engineered microbes to help digest sulf of leaf/ plant material reduce sludge.	ur smell, digestion	15.00	75.00
	Travis sales tax		8.25%	0.00
			ate Received: 🔼	8.31.20
			ite Posted:	9:14272
			ved for Payment:	MILIA
			Delivered to:	
	· · · · · · · · · · · · · · · · · · ·	Maile	d By/Date:	
		GL#:	10270	
				H2000
			Total	\$1,243.35

Phone # (512) 301-3199

E-mail	Web Site
scott@aquaticfeaturesinc.com	aquaticfeaturesinc.com



Austin Wood Recycling, Inc. 3875 E. Whitestone Blvd. Cedar Park TX 78613 (512) 259-7430 Invoice Number: A000200663

Page: 1 of 1

Date: 8/31/2022

Salesperson:

Regular Invoice

Tax ID: 74-2521609

Currency: USD US Dollar

Highlands @ Mayfield-Skyview Greenbelt

Tax ID:

10570

B ATTN: Cathy Mitchell I Jones & Carter, Inc.

L 3100 Alvin Devane Blvd., Suite 150

L Austin TX 78741

US

T O

Fax:

5

S Cathy Mitchell

H Highlands at Mayfield Ranch-Skyview Greenbelt Mowing

Round Rock TX 78681

P

T O

Order	Purchase Order	Packages	Prepaid	Weight	Shi	ip Via	Terms
SO00027274	- SEE BELOW		0.00				Net 10 Days
Line/Rel	Qty Ordered	Qty	Shipped	Back	Order	Unit Price	Extended Price
1	1.0	000	1.000		0.000	600.00000	600.00

CI:

Item: LM0600

Description: August 2022 - Mowing of Greenbelt Area

U/M: EA

Date Shipped: 8/31/2022

2

1.000

1.000

0.000

100.00000

100.00

CI:

Item: LM0600

Description: August 2022 - Mowing of Sansone Cave Lot

U/M: EA

Date Shipped: 8/31/2022

By/Date Received: \_\_(\_)

By/Date Posted: \_\_\_\_\_

Approved for Payment:

Hand Delivered to:

Mailed By/Date:

GL#: 4274

Cust PO: Highlands at Mayfield Ran

Thank you for the order! We appreciate your business! If you have any questions, please call 512-259-7430 or email Info@AustinWoodRecycling.com

Sales Amount	700.00
Misc Charges	0.00
Fuel Surcharge	0.00
Surcharge	0.00
Sales Tax	0.00
Prenaid Amount	0.00

Total

700.00



### PLEASE NOTE NEW REMITTANCE ADDRESS

PLEASE REMIT TO: BLX Group LLC

P.O. Box 848066 Los Angeles, CA 90084-8066

QUESTIONS? 213.612.2484 amarquez@blxgroup.com

EIN: 51-0404065

September 12, 2022

42182-4697/091222

PLEASE REMIT COPY OF INVOICE WITH PAYMENT

Highlands at Mayfield Ranch Municipal Utility District c/o Armbrust & Brown LLP 100 Congress Avenue, Suite 1300 Austin, TX 78701-2744 Attn: Sean Abbott

Re:

\$6,500,000

Highlands at Mayfield Ranch Municipal Utility District

Unlimited Tax Bonds, Series 2017

For Services Rendered: Investment Review

For Period Ending: 09/01/2022

Review Fee:

\$500.00

DATE:

INVOICE NO:

Wire Instructions:

Wells Fargo, San Francisco Branch

Account of BLX Group LLC

Account No. 4943357772 ABA No. 121000248

**Total Due:** 

\$500.00

By/Date Received:	1029-13-22
By/Date Posted:	m,9.14/22
Approved for Paym	ent:
Hand Delivered to:	
Mailed By/Date:	
GL#: 1174	

DUE AND PAYABLE UPON RECEIPT
PLEASE REFERENCE INVOICE NUMBER 42182-4697/091222

900030/SFS



PO Box 296 Cedar Park, TX 78630

P: (512) 246-6267 F: (512) 246-6204

Date	Invoice #
8/30/2022	144573

Bill To

Highlands @ Mayfield Ranch MUD c/o Bott & Douthitt, PLLC PO Box 2445 Round Rock, TX 78681

P.O. # / Address	Terms
Highland @ Mayfield	Due on receipt

		Flightand @	iviayneid		ue on r	cccipi
Quantity	Description		Rate		Amou	ınt
	Sweep Streets:Highlands at Mayfield on August 30(2) (orrect invoice #144275		125 ±	9-71-20 9-14:		300.00
nank you	for your business - We appreciate it very	much!	Sales Ta	ax (8.25%)	2	\$0.00
			Total		\$60	0.00

400,00

# **Invoice**



Date	Invoice #
8/31/2022	12415

Bill To	
Highlands at Mayfield Ranch MUD PO Box 2445 Round Rock, TX 78680	

Description	Amount
Monthly Accounting Services - Meeting	1,500.00
	Ey/Date Received: (0), 9.1.22  Ey/Date received: (0), 9.1.22  Approved for Payment (1)  Hand for the action of the control of
Thank you for your business!	Total \$1,500.00



1731 CR 269 Leander, Texas 78641

# **Invoice**

Date	Invoice #
9/9/2022	6285-1

Bill To	
Quiddity-Mayfield Ranch MUD cathy Mitchell 3100 Alvin Devane Blvd Stel 50 Austin, Texas 78741	

Project	
6285-Subdivision Ranch Fence	

P.O. No.	Terms	Rep
	Due Upon Receipt	JL

Qty	Description	Unit Price	Amount
1	Install apprx 100' of 6' 2-rail ornamental iron fence Install 2- 12' double gates w/ 3x3 posts	5,690.00 2,400.00	5,690.00 2,400.00
	Approve Hand D Mailed	Posted: tm 9.14.2 Posted: tm 9.14.2 ed for Paymont HMY stivered to: By/D ite:	
	GL#: to: Empire Fence Co., Inc. s concerning this invoice, please call: (512) 259-0693	Subtotal	\$8,090.00
		Sales Tax (0.0%)	\$0.00
IANK YOU FOR YOU	JR BUSINESS!	Total	\$8,090.00

## **Maxwebs Company**

11004 Froke Cedar Trail Austin, TX 78750

## **Invoice**

Date	Invoice #
9/10/2022	3079

Bill To

Highlands at Mayfield Ranch MUD tricia@bottdouthitt.com

P.O. No.	Terms	Due Date	Account #	
	Net 30	10/10/2022	HMRMUD	
Descr	iption	Qty	Rate	Amount
Monthly WebSite Maintena 2022 Special Service: email blas		By/Dute Pot Apprende for Hand Tallyon Mailed Dy/Ba	sived: 04 9-12-2 od: 7 9/19 Payment: 11/19	175.00
	W-	*	Total	\$275.00
			Payments/Credits	\$0.00

### **Perfect Cuts of Austin LLC**

PO Box 9742 Austin, TX 78766

F10 450 5500 1 540 0

512-453-5569 | 512-331-8302 (fax)

Invoice: 231933

Date

8/25/2022

Terms

Due on receipt

PO Number

Account #

Bill To

HIGHLANDS AT MAYFIELD RANCH

MUNICIPAL

Attn: C/O BOTT & DOUTHITT, P.L.L.C

PO BOX 2445

ROUND ROCK, TX 78680

**Property Address** 

HIGHLANDS AT MAYFIELD RANCH

MUNICIPAD RAN

123 MAYFIELD

ROUND ROCK, TX 78665

Date/Time	Description		Quantity	Price	Total
8/1/2022	August pond #4	4	1.00	4255.00	4255.00
	August pond #3				
	August pond #1		By/Date Receiv	red: O So	xD-20
	August pond #2		By/Date Posted		14.27
	August Channel 1		Approved for P	ayment:	MINY
	August Channel 2		Hand Delivered	to:	
	August Channel 3		Mailed By/Date: GL#: U262		
	August pond #5		GL#: U&UZ	, 	

Subtotal:	4255.00	
Sales Tax	0.00	
Invoice Total:	\$4,255.00	

## **PAYMENT COUPON**

**Perfect Cuts of Austin LLC** 

PO Box 9742 Austin, TX 78766

512-453-5569 | 512-331-8302 (fax)

**Terms** 

Due on receipt

Account #

**PO Number** 

HIGHLANDS AT MAYFIELD RANCH MUNICIPAL 123 MAYFIELD ROUND ROCK, TX 78665

 Invoice #
 231933

 Invoice Date
 8/25/2022

 Invoice Balance
 \$4,255.00

**Amount Enclosed** 

Williams Mapping 7124 Avignon Drive Round Rock, Texas 78681

(512) 567-9360



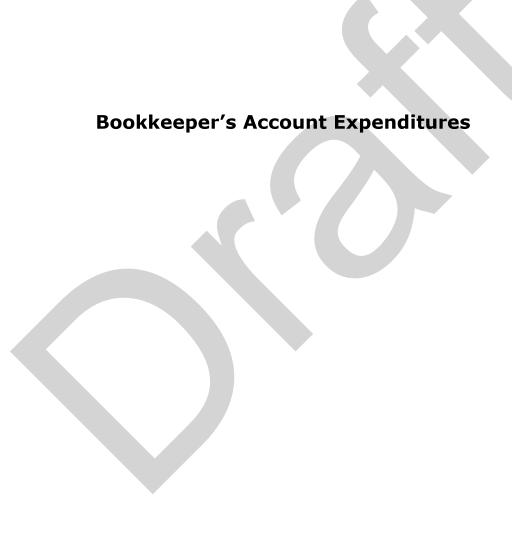
	Amount Due (USD)	\$425.00
	Due Date	10/01/2022
	Date of Issue	09/01/2022
Highlands at Mayfield Ranch MUD	Invoice Number	0000649

Description	Rate	Qty Line Tot
Monthly Erosion Control Inspection Highlands at Mayfield Ranch MUD	\$425.00	1 \$425.0
	Subtotal	425.0
	Tax	0.0
	Total	425.0
	Amount Paid	0.0
	Amount Due (USD)	\$425.0

Notes

Please make all checks payable to Colin Williams - thank you!

By/Date Received: 101 9.2.20	
By/Date Posted: 1 9.14.22	
Approved for Payment:	
Hand Delivered to:	_
Mailed By/Date:	
GL#: 6272	



HIGHLANDS AT MAYFIELD RANCH M.U.D. / BOOKKEEPING ACCOUNT Pedernales Electric Cooperative, Inc.

Date 8/31/2022 Type Reference Bill

3000453402 8/2022

Original Amt. 2,074.28

Balance Due 2,074.28 9/13/2022 Discount

Payment 2,074.28

Check Amount

2,074.28

5766

First Texas Bank - Bo Street Lights/Lift Station Electric - August 2022

2,074.28

Greatland [L81064W1GN] 9675176

YNNY

Questions? Call 888-554-4732

Monday through Friday, 8 a.m. - 5:30 p.m.

Report an outage: 888-883-3379 Se habla Español pec.coop

TOTAL AMOUNT DUE 52,074,728 Due Date

09/21/2022

Member-owned since 1938 Not-for-profit

Account #: 3000453402 Member Name: HIGHLANDS AT

MAYFIELD RANCH MUD

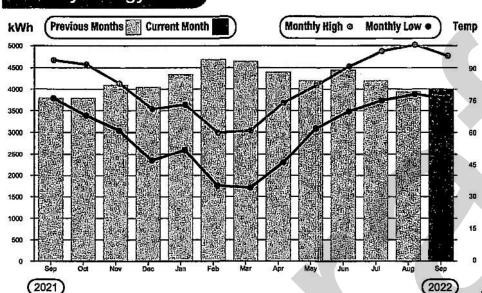
Director District:

Bill Date: 09/03/2022

This bill does not reflect payments after 09/03/2022. Charge detail found on the back of this page.

## Monthly energy use

Service Address: 3900 ARTERIAL LIFT STATION

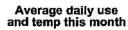


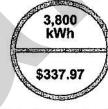
Energy comparison





Total energy use this month last year







By/Date Received:

IMPORTANT MEMBER INFORMATION - FOREst

Hop on the energy-savings bus with back-to-school savings ideas from PEC mascot Wattspp Raccoon; Peach your kills to our helpful tips at pec.coop/kids.

conserve with

Mailco Dy/Date:

m 9.14.22

GL#: 62856280

KEEP THIS STATEMENT FOR YOUR RECORDS
PLEASE DETACH AND RETURN BOTTOM PORTION WITH YOUR PAYMENT - WHEN PAYING IN PERSON BRING ENTIRE STATEMENT

HIGHLANDS AT MAYFIELD RANCH M.U.D. / BOOKKEEPING ACCOUNT TML Intergovernmental Risk Pool

Date

Type Reference 9/30/2022 2935-2022 Bill

Original Amt. 11,309.20 Balance Due 11,309.20

9/14/2022 Discount **Check Amount** 

Payment 11,309.20 11,309.20

5767

First Texas Bank - Bo Insurance - 2021/2022

11,309.20

Greatland [L81064W1GN] 9675176

### **BILLING STATEMENT**

Questions? Please contact Carol Platt at cplatt@tmlirp.org or extension 2415

Texas Municipal League Intergovernmental Risk Pool 1821 Rutherford Lane, First Floor Austin, Texas 78754 (512) 491-2300 • (800) 537-6655

Highlands at Mayfield Ranch MUD Attn: Sean Abbott 100 Congress Ave Ste 1300 Austin, Texas 78701-2744 Statement Date Due Date Contract Number 09/01/2022 DUE UPON RECEIPT 2935

**New Charges Detail** 

Subtotal - Contribution Installment \$0.00

Subtotal - Contribution Changes \$0.00

Subtotal - Other Charges / (Credits) \$0.00

Grand Total - New Charges / (Credits) \$0.00

	9. <b>7</b>	27 OF 20 A	0 11/22
5,116.	e Received	: 17/L	9.1422
$\omega_{\rm P}/\Omega a$ .	a Postedi_	tm	9.14.22
دن: رود	isc for Pa	yment:_	
Hand :	balivored		
Mailed	: By/Drise.		
GL#:	6510		

Account Recap		
Balance from Previous Statement:	\$11,309.20	
Total Payments Received:	\$0.00	
Total New Charges / (Credits):	\$0.00	
Balance:	\$11,309.20	

Date Work Performed: <u>08-06-2022</u>
Officer Performing Security: M. Huntley Unit #: 1310
Vehicle mileage: Beg_57948 End _57979 Total 31_ Door # SB1967_
Start Time:1000 End Time:1500 Total Hours:5.0
Activity and work performed during security:
1000 checked on duty for the MUD
1018 checked the area of Flowstone Ln
1045 checked the pond area on Kingsley Ave. No one located fishing in the area
1119 checked the pond area off Hannover Way. No one observed fishing in the area. Crews
working on the pond.
1148 checked the area of Bainbridge Cv
1219 checked the area of Stanyan Dr
1248 checked the area of Hood Park Dr
1315 checked the area of Kyler Glen Rd
1346 checked the pond area off Winnie Pl. No one observed in the area. Crews working on the
pond
1421 checked the area of Cole Valley Ln
1445 checked the area of Arques Ave.
1500 end of shift MDH5432

Each night every officer shall patrol and physically check the district's property to include all parks, Community center, and any other buildings operated by the MUD. During the walk-through, the deputy will monitor the facilities located in the parks for vandalism. You will document on this form the times you check the property and any incidents or other activities to include calls you assist patrol on. Do not list suspect or victim's names on this form. Our goal is high visibility to deter crime before it happens and to quickly respond when it does.

\*\*Be sure and check 10-41 on extra job in Highlands at Mayfield Ranch on Call 1 and monitor Call 1 for any calls in the M.U.D. district. \*\*

This form must be returned to Sgt. M. Huntley the morning of the last day of the month.

All issues with this job are to be directed to Sgt. M. Huntley at

If you cannot work your shift you will locate an officer currently on the approved schedule for Highlands at Mayfield Ranch to cover your shift and notify Sgt. M. Huntley ASAP of the change.

You must work the hours assigned. Failure to show for the shift or work the scheduled hours will result in your removal from working this extra job.

Date Work Performed: <u>08-10-2022</u>
Officer Performing Security: M. Huntley Unit #: 1310
Vehicle mileage: Beg_57979 End _58013 Total 34_ Door # SB1967_
Start Time:0845 End Time:1345 Total Hours:5.0
Activity and work performed during security:
0845 checked on duty for the MUD 0908 checked the area of Stanyan Dr 0930 checked the area of Bainbridge Cv 1021 checked the pond area off Winnie Pl. No one observed in the area 1047 checked the area of Arques Ave 1123 checked the pond area on Kingsley Ave. No one located fishing in the area 1146 checked the pond area off Hannover Way. No one observed fishing in the area 1215 checked the area of Cole Valley Ln 1254 checked the area of Flowstone Ln 1308 checked the area of Skyview Way 1331 checked the area of Kyler Glen Rd 1345 end of shift MDH5432
Each night every officer shall patrol and physically check the district's property to include all parks, Community center, and any other buildings operated by the MUD. During the walk-through, the deputy will monitor the facilities located in the parks for vandalism. You will document on this form the times you check the property and any incidents or other activities to include calls you assist patrol on. Do not list suspect or victim's names on this form. Our goal is high visibility to deter crime before it happens and to quickly respond when it does.  **Be sure and check 10-41 on extra job in Highlands at Mayfield Ranch on Call 1 and monitor Call 1 for any calls in the M.U.D. district. **  This form must be returned to Sgt. M. Huntley the morning of the last day of the month.  All issues with this job are to be directed to Sgt. M. Huntley at  If you cannot work your shift you will locate an officer currently on the approved schedule for Highlands at Mayfield Ranch to cover your shift and notify Sgt. M. Huntley ASAP of the change.  You must work the hours assigned. Failure to show for the shift or work the scheduled hours will result in your removal from working this extra job.
M. Huntley #5432 Officer's Signature and Unit Number

Date Work Performed: <u>08-11-2022</u>
Officer Performing Security: M. Huntley Unit #: 1310
Vehicle mileage: Beg_58013 End _58045 Total 32_ Door # SB1967_
Start Time:0600 End Time:1100
Activity and work performed during security:
0600 checked on duty for the MUD 0618 checked the area of Whitetail Dr 0645 traffic enforcement on Mayfield Ranch Blvd. 1 violation noted 0716 checked the area of Kyler Glen Rd 0755 checked the area of Bainbridge Cv 0830 checked the area of Flowstone Ln 0845 checked the pond area on Kingsley Ave. No one located fishing in the area 0918 checked the pond area off Hannover Way. No one observed fishing in the area 0948 checked the area of Hood Park Dr 1015 checked the pond area off Winnie Pl. Crew working in the pond area 1049 checked the area of Cole Valley Ln 1100 end of shift MDH5432
Each night every officer shall patrol and physically check the district's property to include all parks, Community center, and any other buildings operated by the MUD. During the walk-through, the deputy will monitor the facilities located in the parks for vandalism. You will document on this form the times you check the property and any incidents or other activities to include calls you assist patrol on. Do not list suspect or victim's names on this form. Our goal is high visibility to deter crime before it happens and to quickly respond when it does.  **Be sure and check 10-41 on extra job in Highlands at Mayfield Ranch on Call 1 and monitor Call 1 for any calls in the M.U.D. district. **  This form must be returned to Sgt. M. Huntley the morning of the last day of the month.  All issues with this job are to be directed to Sgt. M. Huntley at  If you cannot work your shift you will locate an officer currently on the approved schedule for Highlands at Mayfield Ranch to cover your shift and notify Sgt. M. Huntley ASAP of the change.  You must work the hours assigned. Failure to show for the shift or work the scheduled hours will result in your removal from working this extra job.
M. Huntley#5432 Officer's Signature and Unit Number

Date Work Performed: 8/15/2022
Officer Performing Security: S. FELDMANN Unit #: 1317
Vehicle mileage: Beg 60,238         End 60,250         Total 12         Door # SB1862
Start Time: 1800 End Time: 2300 Total Hours: 5
Activity and work performed during security:
1800 checked on duty for the MUD 1805 traffic enforcement on Mayfield Ranch Blvd 1847 checked the area of Cole Valley Lane 1924 checked the area of Van Ness Ave 2002 checked the area of Flowstone Lane 2039 checked the area of Broadway Path 2117 security check at the neighborhood pool 2155 checked the area of Kirby Lane 2232 checked the area of Caopora Way 2300 end of shift SJF14706
Each night every officer shall patrol and physically check the district's property to include all parks, Community center, and any other buildings operated by the MUD. During the walk-through, the deputy will monitor the facilities located in the parks for vandalism. You will document on this form the times you check the property and any incidents or other activities to include calls you assist patrol on. Do not list suspect or victim's names on this form. Our goal is high visibility to deter crime before it happens and to quickly respond when it does.  **Be sure and check 10-41 on extra job in Highlands at Mayfield Ranch on Call 1 and monitor Call 1 for any calls in the M.U.D. district. **  This form must be returned to Sgt. M. Huntley the morning of the last day of the month.  All issues with this job are to be directed to Sgt. M. Huntley at
S. FELDMANN #: 14706 Officer's Signature and Unit Number

Date Work Performed: <u>8/16/2022</u>			
Officer Performing Security: S. FE	LDMANN Unit #: 13	317	
Vehicle mileage: Beg 60,303	End 60,318	Total <u>15</u>	Door # <u>SB1862</u>
Start Time: 11:15 End Time:	16:15 Total Hours	:5	
Activity and work performed during	g security:		
1115 checked on duty for the MUD 1118 checked the area of Winnie Pl 1156 traffic enforcement on Mayfie 1234 checked the area of Sansome I 1315 checked the area of Post Lane 1350 checked the area of Van Ness 1426 checked the area of Geary Stre 1504 checked the area of Lombard S 1544 security check at the neighbor 1615 end of shift SJF14706	ace eld Ranch Blvd Lane  Ave eet Street		
Each night every officer shall patrol parks, Community center, and any of through, the deputy will monitor the document on this form the times you include calls you assist patrol on. It high visibility to deter crime before **Be sure and check 10-41 on extra Call 1 for any calls in the M.U.D. do This form must be returned to Sgt. It All issues with this job are to be directly in your cannot work your shift you we Highlands at Mayfield Ranch to cover change.  You must work the hours assigned. will result in your removal from wo	other buildings operated facilities located in the uncheck the property at the property and	ed by the MUI ne parks for varied any incider ictim's names ekly respond what was a seried and the last depend on the fy Sgt. M. Hurst design of the last depend on the fy Sgt. M. Hurst design of the last depend on the fy Sgt. M. Hurst design of the last depend on the fy Sgt. M. Hurst design of the last depend on the fy Sgt. M. Hurst design of the last depend on the fy Sgt. M. Hurst design of the last depend on the fy Sgt. M. Hurst design of the last depend on the fy Sgt. M. Hurst design of the last depend on the fy Sgt. M. Hurst design of the last depend on	D. During the walk- undalism. You will hts or other activities to on this form. Our goal is when it does. h on Call 1 and monitor ay of the month.  approved schedule for htley ASAP of the
S. FELDMANN #: 14700 Officer's Signature and Unit Number	·		

Date Work Performed: 08-24-2022
Officer Performing Security: M. Huntley Unit #: 1310
Vehicle mileage: Beg_58706 End _58734 Total 28_ Door # SB1967_
Start Time:1045
Activity and work performed during security:
1045 checked on duty for the MUD 1103 checked the area of Flowstone Ln 1127 checked the pond area on Kingsley Ave. No one located fishing in the area 1200 checked the area of Bainbridge Cv 1234 checked the area of Cole Valley Ln 1306 checked the pond area off Winnie Pl. No one located in the area 1330 checked the pond area off Hannover Way. No one observed fishing in the area 1402 checked the area of Kyler Glen Rd 1430 checked the greenbelt area behind the pool area 1505 checked the area of Hood Park Dr 1530 checked the area of Arques Ave 1545 end of shift MDH5432
Each night every officer shall patrol and physically check the district's property to include all parks, Community center, and any other buildings operated by the MUD. During the walk-through, the deputy will monitor the facilities located in the parks for vandalism. You will document on this form the times you check the property and any incidents or other activities to include calls you assist patrol on. Do not list suspect or victim's names on this form. Our goal is high visibility to deter crime before it happens and to quickly respond when it does.  **Be sure and check 10-41 on extra job in Highlands at Mayfield Ranch on Call 1 and monitor Call 1 for any calls in the M.U.D. district. **  This form must be returned to Sgt. M. Huntley the morning of the last day of the month.  All issues with this job are to be directed to Sgt. M. Huntley at  If you cannot work your shift you will locate an officer currently on the approved schedule for Highlands at Mayfield Ranch to cover your shift and notify Sgt. M. Huntley ASAP of the change.  You must work the hours assigned. Failure to show for the shift or work the scheduled hours will result in your removal from working this extra job.
M. Huntley#5432 Officer's Signature and Unit Number

Date Work Performed: <u>08-25-2022</u>
Officer Performing Security: M. Huntley Unit #: 1310
Vehicle mileage: Beg_58734 End _58763 Total 29_ Door # SB1967_
Start Time:1600 End Time:2100 Total Hours:5.0_
Activity and work performed during security:
1600 checked on duty for the MUD 1617 checked the area of Whitetail Dr 1625 dispatched to a report of a gas leak on Broadway Path. Pipe was struck with construction equipment. Gas leak was shut off and FD and Atmos notified. 1650 checked the area of Presidio Ln 1716 checked the area Flowstone Ln 1736 checked the pond area on Kingsley Ave. No one located fishing in the area 1800 MUD Meeting on Bainbridge Cv 2043 checked the area of Stanyan Dr 2100 end of shift MDH5432
Each night every officer shall patrol and physically check the district's property to include all parks, Community center, and any other buildings operated by the MUD. During the walkthrough, the deputy will monitor the facilities located in the parks for vandalism. You will document on this form the times you check the property and any incidents or other activities to include calls you assist patrol on. Do not list suspect or victim's names on this form. Our goal is high visibility to deter crime before it happens and to quickly respond when it does.  **Be sure and check 10-41 on extra job in Highlands at Mayfield Ranch on Call 1 and monitor Call 1 for any calls in the M.U.D. district. **  This form must be returned to Sgt. M. Huntley the morning of the last day of the month.  All issues with this job are to be directed to Sgt. M. Huntley at  If you cannot work your shift you will locate an officer currently on the approved schedule for Highlands at Mayfield Ranch to cover your shift and notify Sgt. M. Huntley ASAP of the change.  You must work the hours assigned. Failure to show for the shift or work the scheduled hours will result in your removal from working this extra job.
M. Huntley#5432 Officer's Signature and Unit Number

Date Work Performed: <u>08-31-2022</u>
Officer Performing Security: M. Huntley Unit #: 1310
Vehicle mileage: Beg_59178 End _59209 Total 31_ Door # SB1967_
Start Time:1300 End Time:1800 Total Hours:5.0
Activity and work performed during security:
1300 checked on duty for the MUD 1320 checked the pond area off Winnie Pl. No one located in the area 1348 checked the area of Bainbridge Cv 1421 checked the pond area on Kingsley Ave. No one located fishing in the area 1447 checked the pond area off Hannover Way. No one observed fishing in the area 1515 checked the area of Stanyan Dr 1546 dispatched to a report of an injury crash on 1431 at Mayfield ranch Blvd. Assisted traffic units 1649 checked the area of Hood Park Dr 1727 checked the area of Flowstone Ln 1743 checked the area of Cole Valley Ln 1800 end of shift MDH5432
Each night every officer shall patrol and physically check the district's property to include all parks, Community center, and any other buildings operated by the MUD. During the walkthrough, the deputy will monitor the facilities located in the parks for vandalism. You will document on this form the times you check the property and any incidents or other activities to include calls you assist patrol on. Do not list suspect or victim's names on this form. Our goal is high visibility to deter crime before it happens and to quickly respond when it does.  **Be sure and check 10-41 on extra job in Highlands at Mayfield Ranch on Call 1 and monitor Call 1 for any calls in the M.U.D. district. **  This form must be returned to Sgt. M. Huntley the morning of the last day of the month.  All issues with this job are to be directed to Sgt. M. Huntley at  If you cannot work your shift you will locate an officer currently on the approved schedule for Highlands at Mayfield Ranch to cover your shift and notify Sgt. M. Huntley ASAP of the change.  You must work the hours assigned. Failure to show for the shift or work the scheduled hours will result in your removal from working this extra job.
M. Huntley#5432 Officer's Signature and Unit Number
Officer's Dignature and Offit Number



September 14, 2022

Board of Directors
Highlands at Mayfield Ranch MUD
c/o Armbrust & Brown, PLLC
100 Congress Ave, Suite 1300
Austin, TX 78701

Re: Monthly Status Report

Highlands at Mayfield Ranch MUD Regular Board Meeting of September 22, 2022

**Dear Directors:** 

The following is a brief summary that describes our activities since the last meeting:

### 1. Water Quality Maintenance

- a. <u>Routine Maintenance</u> Aquatic Features continues to visit the wet ponds regularly for maintenance. The water level at all ponds is now back to normal and all fountains should be in operation. However, the fountains lost power temporarily early in September while the PEC electric account transition from the HOA to the MUD was taking effect, and the fountain at Pond 5 continues to trip frequently.
- b. Pond Nos. 4 & 5 Sediment Removal BPI has completed the project. Presented today is Pay Estimate No. 1 and Final in the amount of \$135,000.00. Also included are the contractor's Affidavit of Bills Paid and Affidavit of Guarantee, and our Certificate of Substantial Completion. The pay estimate is in order and we recommend your approval for payment. We will issue the Certificate of Acceptance on your behalf.

**BOARD ACTION:** Approve Pay Estimate No. 1 and Final.

- 2. Storm Water Management Plan Waiver The waiver application is in review with TCEQ.
- 3. Manhole Coating Repair We are working with Fuguay to schedule the coating repair.
- **4. Lift Station Pump** The City of Georgetown has not yet received the repaired lift station pump. We will continue to follow up with them. The lift station is still in operation.
- 5. Greenbelt and Trail Items No report at this time.
- 6. Pond No. 5 Issues
  - a. Fencing Empire completed the fence installation on September 9<sup>th</sup>.



Board of Directors Highlands at Mayfield Ranch MUD Page 2 September 14, 2022

- b. <u>Fountain Electrical Assessment</u> Merrigan Electric is scheduled to perform the diagnostics visit to assess the fountain at Pond 5 on September 16<sup>th</sup>.
- **7. Sections 4B & 6B Wastewater Line Televising** We provided the project specifications to CleanView. Their proposal will be presented for your review and approval at the meeting.

**BOARD ACTION**: Consider approval of CleanView Resources proposal for the Sections 4B and 6B Wastewater Line Televising.

**8. Schedule of Hourly Rates** – Our hourly rates are increasing on October 1 due to significant cost increases this year.

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

Sincerely,

Odalys C. Johnson, PE

### OCJ/ocj

K:\0A640\0A640-0900-22 2022 General Consultation (Highlands at\Meeting Files\Status Reports\Status Report for Highlands 20220922.docx



September 14, 2022

Highlands at Mayfield Ranch Municipal Utility District c/o Armbrust & Brown, PLLC 100 Congress Ave., Ste. 1300 Austin, Texas 78701

Re: Construction of 2022 Pond No. 4 & 5 Sediment Removal Highlands at Mayfield Ranch Municipal Utility District

TIN No. 30-0374436

#### Dear Directors:

Enclosed is Progress Payment No. 1 & FINAL from BPI-Bauerle Partners, Inc. for the referenced project. The estimate is in order and we recommend payment in the amount of \$135,000.00 to BPI-Bauerle Partners, Inc..

Also enclosed is Construction Progress Report No. 1 & FINAL, which is submitted in accordance with Texas Commission on Environmental Quality Rule No. 293.62. This report covers construction activities for the referenced project during the period of August 1, 2022 through August 24, 2022.

You will also find your copies of the Contractor's Affidavit of Bills Paid and Affadavit of Guarantee, and our Certificate of Substantial Completion. Copies of the Certificate of Acceptance will be forwarded to you under separate cover and we will distribute copies for your records after approval and execution.

Sincerely,

Odalys C. Johnson, P.E.

OCJ/cnf

0A640-0051-00

K:\QA640\QA640-0051-00 Highl. Ponds 4 & 5 Sed. Removal - 2022\3 Construction Phase\Contract Documents\Pay Estimates\Pay Estimate QA640-0051-00.xlsm

**Enclosures** 

cc: BPI-Bauerle Partners, Inc.

Ms.Tricia Melton - Bott & Douthitt, PLLC

Texas Commission on Environmental Quality - Region 11 Office

### September 14, 2022

Construction Progress Report No. 1 & FINAL Period August 1, 2022 to August 24, 2022

Construction of 2022 Pond No. 4 & 5 Sediment Removal Highlands at Mayfield Ranch Municipal Utility District TIN No. 30-0374436

### Contract:

A. Contractor: BPI-Bauerle Partners, Inc.

B. Contract Date: July 18, 2022

C. Authorization to Proceed: August 1, 2022 (91 Calendar Days)

D. Completion Date: October 30, 2022

E. Contract Time Used: 23 Calendar Days (26%)

F. Days Remaining 68 Calendar Days

G. Impact Days Requested this Pay Period: 0, Impact Days Approved this Pay Period: 0

H. Impact Days Approved to Date: 0, Change Order Days: 0

#### I. General

Contractor has finished the project.

II. Change Orders

None Issued this Report.

### III. Completion Report

Α.	Estimated	Cost of	this Report

	1. Contract Bid Price	Ş	135,000.00
	2. Change Orders	\$	0.00
	3. Total Estimated Contract Price	\$	135,000.00
В.	Actual cost as of this Report	\$	135,000.00
C.	Amount Retained (0% of B)	\$	0.00
D.	Total Paid Contractor	\$	135,000.00
E.	Estimated Cost Remaining (A.3 - B)	\$	0.00
F.	Construction Complete (B/A.3)		100%

#### IV. Frequency of Observation - Periodically

#### V. Problems

No Problems This Report.





OWNER: Highlands at Mayfield Ranch Municipal Utility District

PROGRESS PAYMENT # 1 & FINAL

PROJECT: Construction of 2022 Pond No. 4 & 5 Sediment Removal

CONTRACT DATES
FROM TO
01-Aug-22 30-Oct-22

JOB NO.: 0A640-0051-00

REVISED 01-Aug-22 30-Oct-22 THIS EST. 01-Aug-22 24-Aug-22

ORIGINAL

CONTRACTOR: BPI-Bauerle Partners, Inc.

ITEM			ESTIMATED	UNIT	THIS ESTIMATE		PREVIOUS ESTIMATE		TOTAL TO DATE		REMARKS
NO.	DESCRIPTION	UNIT	QUANTITY	PRICE	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	
1	Move-in and start-up, including performance and payment bonds for 100 percent (100%) of the contract amount. Not to exceed 10% of the total base bid.	LS	1.0	\$22,500.00	100.0%	\$22,500.00	0.0%	\$0.00	100.0%	\$22,500.00	100.0%
2	Remove sediment and debris in the forebay of Pond No. 4, such that the forebay is restored to original design cross-sections, including any necessary dewatering, and dispose of sediment legally off-site. An estimated sediment volume of 100 CY has been calculated. No adjustments will be made based on variance of actual quantities. Existing facilities or structures damaged by Contractor shall be restored to previous or better condition at no additional cost to the Owner	LS	1.0	\$37,250.00	100.0%	\$37,250.00	0.0%	\$0.00	100.0%	\$37,250.00	100.0%
3	Remove sediment and debris in the forebay of Pond No. 5, such that the forebay is restored to original design cross-sections, including any necessary dewatering, and dispose of sediment legally off-site. An estimated sediment volume of 300 CY has been calculated. No adjustments will be made based on variance of actual quantities. Existing facilities or structures damaged by Contractor shall be restored to previous or better condition at no additional cost to the	LS	1.0	\$55,250.00	100.0%	\$55,250.00	0.0%	\$0.00	100.0%	\$55,250.00	100.0%
4	Hydro-mulch seeding of disturbed areas. Contractor to ensure growth of vegetation by whatever means necessary, including re- seeding, over-seeding or watering at no separate pay.	LS	1.0	\$20,000.00	100.0%	\$20,000.00	0.0%	\$0.00	100.0%	\$20,000.00	100.0%



OWNER: Hi	ghlands at Mayfield Ranch Municipal Uti	lity Distric	<u> </u>	PROG	GRESS PAYMENT # 1	& FINAI					
	CONTRACT DATES  CONTRACT DATES										
PROJECT: C	onstruction of 2022 Pond No. 4 & 5 Sedir	nent Rem	oval							FROM	TO
									ORIGINAL	01-Aug-22	30-Oct-22
	A640-0051-00								REVISED	01-Aug-22	30-Oct-22
	OR: BPI-Bauerle Partners, Inc.								THIS EST.	01-Aug-22	24-Aug-22
ITEM			ESTIMATED	UNIT	THIS ES		PREVIOUS ESTIMATE			AL TO DATE	REMARKS
NO.	DESCRIPTION	UNIT	QUANTITY	PRICE	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	
						_					
		CHANG	E ORDER PLUS/M	IINUS	VALUE	DAYS					
			Order No. 001		\$0.00					\$0.00	
			Order No. 002		\$0.00		`			\$0.00	
		Change Order No. 003			\$0.00					\$0.00	
		Change Order No. 004 \$0.								\$0.00	-
		TOTAL CONTRACT MODIFICATION			TIONS					\$0.00	
			144			4.05.000.00		40.00		4405 000 00	
		Subtota	al (Line Items)			\$135,000.00		\$0.00	1	\$135,000.00	
		Materia	als on Hand		_	\$0.00		\$0.00	<u>-</u>	\$0.00	-
0 lm	pact Days Requested this Pay Period	Subtota	al (Materials on H	and/Line Items)		\$135,000.00		\$0.00	1	\$135,000.00	
	. , ,										
U IM	pact Days Approved this Pay Period	Less Re	tainage (0%)		_	\$0.00	-	\$0.00	<u>-</u>	\$0.00	-
0 lm	pact Days Approved to Date	Total				\$135,000.00		\$0.00		\$135,000.00	
0 Ch	ange Order Days	Less Pre	evious Estimates							\$0.00	-
67 Da	ys Remaining									\$135,000.00	
26% Cd	omplete by Time	Orig. Co	ontract Amount		\$135,000.00						
100% Co	omplete by Value	Contrac	ct Modifications		\$0.00						
		Total C	ontract Amount		\$135,000.00						
	APPROVED BY QUIDDITY ENGINEERING, LLC										
	Construction Remaining \$0.00										
		Λ ma::=	+ Approved		¢13E 000 00		coexe				
		Amoun	t Approved		\$135,000.00	-	By: Odalys C Joh	nson DE			
By: Odalys C. Johnson, P.E.											

### **MEMORANDUM**

To: Board of Directors, Highlands at Mayfield Ranch Municipal Utility District

From: Armbrust & Brown PLLC

Re: Violations of District Rules

Date: September 22, 2022

The following Requests for Corrective Action either were received or remained outstanding since the last Board meeting:

### **Requests for Corrective Action**

<u>Builder</u>	<u>Address</u>	<u>Date</u>	<u>Status</u>
Sitterle Homes	4234 Arques	8/25/2022	Resolved
	Curb inlet downhill from lot needs to be cleaned		
Sitterle Homes	4002 Flowstone	8/25/2022	Resolved
	Silt fence needs to be repaired		
Highland Homes	4324 Sutter Cove	8/25/2022	Resolved
	Curb inlet cover needs to be removed		
Highland Homes	4300 Sutter Cove	8/25/2022	Resolved
	Curb inlet cover needs to be removed		
Sitterle Homes	3812 Broadway	9/2/2022	Resolved
	Roadway needs to be cleaned		
Sitterle Homes	3832 Broadway	9/8/2022	Resolved
	Silt fence needs to be installed at curb		

The following Notices of Penalty for Violations were received since the last Board meeting. NONE



**BLX Group LLC** 

2711 N. Haskell Ave., Lockbox 35, Suite 2600 SW Dallas, TX 75204 Ph 214 989 2700 Fx 214 989 2712 blxqroup.com

September 11, 2022

Highlands at Mayfield Ranch Municipal Utility District c/o Armbrust & Brown 100 Congress Avenue, Suite 1300 Austin, Texas 78701-2744

Re: \$6,500,000

Highlands at Mayfield Ranch Municipal Utility District

(A Political Subdivision of the State of Texas Located in Williamson County, Texas)

Unlimited Tax Bonds, Series 2017 Arbitrage Rebate Review Letter

Computation Period: November 21, 2017 through September 1, 2022

#### Dear Ladies and Gentlemen:

We have reviewed the closing documents, audited financials, and investment information relating to the above captioned issuance (the "Bonds") and determined that there is no rebate or yield restriction liability due with respect to the Bonds for the period of November 21, 2017 through September 1, 2022, the first installment computation date of the Bonds.

Our review of the closing documents disclosed the following: (1) the yield on the Bonds was determined to be 3.4259%, as set forth in the IRS Form 8038-G; and (2) the proceeds available from the sale of the Bonds totaled \$6,568,944.75. In addition, our review of the investment information disclosed (1) the gross proceeds of the Bonds (Capital Projects Fund and Debt Service Fund) were always invested below the allowable yield of 3.4259%, and (2) although proceeds in the Capital Projects Fund remaining unexpended after the expiration of the three year temporary period were in excess of a minor portion and subject to yield restriction, such amounts were invested below the allowable yield after such date until expended in fiscal year 2021. Therefore, all of the above is sufficient to conclude that the Bonds did not incur a rebate or yield restriction liability through September 1, 2022.

The Debt Service Fund will continue to be monitored for the remaining life of the Bonds. Any future rebate or yield reduction payments, if applicable, would need to be paid no later than 60 days after September 1, 2027, the second installment computation date.

If you should have any questions or require additional information please call me at (214) 989-2701. Thank you for this opportunity to be of service.

Very truly yours,

Sandra F. Stallings

Chief Operating Officer / Managing Director

cc: Larry Sobel - Orrick

42182-4697

### **Arbitrage Compliance Summary for Highlands at Mayfield Ranch Municipal Utility District**



	Client			Delivery	Last Calculation	Bond	Cumulative Rebate	Yield Restriction	Next Calculation	Next Payment	Final Calculation
#	# Matter #	Issue Name	Status	Date	Date	Yield	Liability	Liability	Date	Date	Date
1	L 42182-4514	Unlimited Tax Bonds, Series 2015	Active	06/04/2015	06/04/2020	4.064600%	\$0.00	\$0.00	06/04/2025	06/04/2025	09/01/2045
2	2 42182-4515	Unlimited Tax Bonds, Series 2016	Active	12/20/2016	09/01/2021	4.112900%	\$0.00	\$0.00	09/01/2026	09/01/2026	09/01/2046
3	3 42182-4697	Unlimited Tax Bonds, Series 2017	Active	11/21/2017	09/01/2022	3.425900%	\$0.00	\$0.00	09/01/2027	09/01/2027	09/01/2047
4	42182-4938	Unlimited Tax Bonds, Series 2018	Active	12/20/2018		4.201200%			09/01/2023	09/01/2023	09/01/2048
5	42182-5141	Unlimited Tax Bonds, Series 2019	Active	10/24/2019		2.876100%			09/01/2024	09/01/2024	09/01/2049
6	42182-5404	Unlimited Tax Bonds, Series 2020	Active	11/19/2020		2.495500%			09/01/2025	09/01/2025	09/01/2050
7	42182-5575	Unlimited Tax Park Bonds, Series 2021	Active	10/28/2021		2.480900%			09/01/2026	09/01/2026	09/01/2050

