# MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 2

June 5, 2024

THE STATE OF TEXAS

§

COUNTY OF TRAVIS §

A meeting of the Board of Directors of Travis County Municipal Utility District No. 2 (the "<u>District</u>") was held on June 5, 2024 at the offices of Armbrust & Brown, PLLC, 100 Congress Avenue, Suite 1300, Austin, Texas. The meeting was open to the public and notice was given in accordance with the Texas Open Meetings Act. A copy of the Certificate of Posting of the notice is attached as **Exhibit "A"**.

John Bartram of Armbrust & Brown, PLLC, the District's general legal counsel, called the meeting to order at 12:04 p.m. The roll was then called of the members of the Board:

Wilmer Roberts - President
Raymond C. Mura - Vice President
Tracy T. Johnson - Secretary

Daffney A. Henry - Assistant Secretary Sarah Rossig - Assistant Secretary

and all of the Directors were present, thus constituting a quorum. Also present in person at the meeting were Dennis Hendrix of Crossroads Utility Services LLC ("<u>Crossroads</u>"), the District's utility operator; Ken Schroeder of Schroeder Engineering Company, the District's engineer; and John Bartram of Armbrust & Brown, PLLC, the District's general legal counsel. Allen Douthitt of Bott & Douthitt, PLLC, the District's accountant, attended the meeting via telephone conference call.

Mr. Bartram announced that the Board would first receive citizens' communications and Board member announcements. Director Roberts advised that he had received communications from Travis County regarding the District's November director election. Mr. Bartram asked that Director Roberts forward those communications to his office so that he could determine if any action was required by the District.

There being no further public comment, Mr. Bartram stated that the Board would next consider approving the minutes of the April 3, 2024 Board meeting. After review, upon motion by Director Henry and second by Director Mura, the minutes were approved unanimously.

Mr. Bartram then stated that the Board would consider the Budget and Tax Items section of the agenda and directed attention to the 2024 preliminary estimate of taxable value in the District from Travis Central Appraisal District attached as **Exhibit "B"**. He indicated that values were usually certified in late July and would form the basis of the annual budget and tax rate process as well as support the feasibility of the issuance of additional bonds. He then referred the Board to the memorandum attached as **Exhibit "C"**, summarizing the schedule and process for adopting a budget and setting a tax rate. He stated that the Board would need to meet in August and September to complete the budget and tax rate process; and he advised the Board to keep those meetings calendared for quorum purposes.

Mr. Bartram then stated that the Board would consider the Director Election Items on the Supplemental Agenda. He reminded the Board that director elections were held in November of every even-numbered year, and he stated that it was time to call the 2024 Director election. He noted that Directors Roberts and Rossig were up for re-election this year; however, he indicated that the election could be canceled if it was uncontested. Mr. Bartram then directed the Board's attention to the Order Calling Director Election attached as Exhibit "D" (the "Election Order") and recommended that the Board approve the Election Order and authorize his office to give notice of the election as required by law. He confirmed that the Notice of Deadline to File Applications for a Place on the Ballot had been posted by the applicable deadline. Mr. Bartram next reviewed the Resolution Approving Election Agreement and Joint Election Agreement (Travis County) attached as Exhibit "E" (the "County Election Agreement Resolution") and the agreements attached thereto, which he noted would engage Travis County to staff and conduct the District's director election and allow the District to hold its election jointly with other jurisdictions. He explained that doing so would facilitate the conduct of the District's election, enable District voters to vote a combined ballot for all applicable elections at a single polling location, and be more cost-effective for the District than holding an election independently. Mr. Bartram noted that the Texas Election Code required the terms of a joint election agreement to be stated in a resolution, order, or other official action adopted by the Board, and he pointed out that the County Election Agreement Resolution authorized the officers of the District to execute the agreements when finalized. Mr. Bartram next reviewed the Order Adopting Travis County Voting System attached as **Exhibit "F"**. He explained that Travis County had recently adopted a new voting system and had requested all entities contracting with Travis County for election services to approve such system specifically. After discussion, upon motion by Director Mura and second by Director Henry, the Board voted unanimously to: (i) approve the Election Order; (ii) approve the County Election Agreement Resolution, including the forms of agreements attached thereto; (iii) approve the Order Adopting Travis County Voting System; and (iv) authorize the District's attorney to give notice of the District's November 5, 2024 Director election as required by law.

Mr. Bartram then stated that the Board would consider the Master District and Advisory Committee items on the agenda. Mr. Hendrix reported that the elevated storage tanks were full, that water pressures were consistent, and that the consultant team was evaluating future demand in advance of additional connections and hotter weather. He further reported that EPCOR had recently completed the installation of a new pump that was expected to increase EPCOR's water supply capabilities over the summer. He indicated that the additional improvements to EPCOR's water system - including completion of a third well and a new booster station – were not scheduled to be completed until later this year or next year. Mr. Hendrix next updated the Board on the Master District's pending wastewater treatment plant expansion/conversion project. He reported that the project was nearing completion and that the final work on the rapid mix basin and thickener should be completed this month, after which the remaining work would mostly relate to punch-list and closeout items. Mr. Bartram then concluded the Master District and Advisory Committee items by directing the Board's attention to the agenda(s) and minutes from the most recent joint meeting(s) of the Board of Directors of Wilbarger Creek Municipal Utility District No. 2 and the Advisory Committee, which was a recurring agenda item so that the Board could stay informed of the activities of the Master District and Advisory Committee.

Mr. Bartram next announced that the Board would move to the Reports and Related Action Items section of the agenda. He noted that Russ Allison was not in attendance but had submitted the "Construction status as of 5/31/24" report attached as **Exhibit "G"**. He noted that most of the homebuilders were out of lots; and he stated that it was his understanding that Section 18 in Travis County MUD No. 2 was still pending approval by Travis County. Director Roberts asked if there was any update on Meritage Homes' status of development in Phase 3.

Mr. Hendrix stated that it was his understanding that Meritage's first phase of development was still under review at the County.

Mr. Bartram next recognized Director Johnson for a report on website and design and management. Director Johnson reported that, other than routine postings, there had been no changes to the District's website.

Mr. Bartram then stated that the Board would receive a report from the District's utility operator. Mr. Hendrix directed the Board's attention to the most recent operations report attached as Exhibit "H" and reviewed the latest water usage, water accountability, connection, billing, and delinquent accounts reports. He reported that water loss remained elevated at -17.5% for the latest reporting period. He reviewed the report from NRW Consulting Services, Inc. dba JBS Associates attached as **Exhibit "I"** and stated that the data from the temporary strap-on meters had indicated a very low potential of leaks within Cottonwood Creek MUD No. 1 and had confirmed that there was no leakage on the Master District's 24-inch water transmission line between Metro Water Systems' elevated storage tank and ShadowGlen Trace. Mr. Hendrix stated that these results suggested that the source of the water loss problem was likely internal to either the District and/or Wilbarger Creek MUD No. 1 and that he was coordinating with Quiddity Engineering, the Master District's special consulting engineer, on how best to isolate usage between those two districts for further leak detection testing. Director Johnson asked if isolating usage between the District and Wilbarger Creek MUD No. 1 was expected to stir up sediment in the water system. Mr. Hendrix acknowledge that there was a chance of that and that, therefore, Crossroads planned to notify customers in advance.

Mr. Hendrix next reported that all facilities were generally operating well; that discolored water calls had been sporadic; that directional flushing based on updated water modeling had enabled to Crossroads to flush the water system more efficiently and without scouring the lines; that he had no concerns regarding aged receivables; that there were no write-offs for consideration this month; that Stage 2 watering restrictions were still in effect; and that the City of Manor was in the process of seeking competitive proposals for solid waste and recycling collection services. He further reported that, while completing a recent water service tap repair, the main line valve had failed, requiring water to be shut off within the community and a boil water notice to be issued temporarily. He stated that the cause of the failure was corroded bolts, and he surmised that the problem could be more widespread and contributing to the water loss issues. Director Johnson stated that he had observed several water valve access caps that were stressed at street level, and he asked if that could be causing issues underground. Mr. Hendrix stated that problems at the surface could contribute to problems underground because the so-called "stacks" between the water main and the surface were ductile iron. He recommended that the Board consider proactively replacing the bolts on all water valves over the next five years. Mr. Hendrix next reported that a vehicle had damaged one of the District's fire hydrants, resulting in repair costs of approximately \$7,500, and he asked if the Board desired to pursue an insurance claim. After discussion, the Board generally agreed that an insurance claim should be filed if the deductible on the District's property insurance was not too high. Mr. Bartram stated that he would confirm the amount of the deductible and coordinate with Mr. Hendrix accordingly.

Mr. Hendrix then concluded the operations report by addressing the conversion to "smart" water meters. He stated that it was Crossroads' recommendation that its clients choose Master Meter's Harmony advanced metering infrastructure (AMI) system based on its competitive cost, simplicity of installation, local distribution and support, and the fact that the Master Meter AMI system had already been integrated into Crossroads' billing system, all as more particularly detailed in the letter attached as **Exhibit "J"**. He further advised that the only source for the Master Meter AMI system in this area was HydroPro Solutions, LLC

("HudroPro"), as evidenced by the letter from Master Meter attached as Exhibit "K". Mr. Bartram stated that Crossroads' recommendation for a system for which there was only one supplier should qualify as an exception to the public bidding requirements under Section 49.278(a)(4) of the Texas Water Code, which provided that the traditional procedures for awarding contracts did not apply to contracts for services or property for which there was only one source or for which it was otherwise impracticable to obtain competition. Mr. Bartram then reviewed the Master Services Agreement with HydroPro attached as Exhibit "L", which he explained covered the supply and installation of the Master Meter Harmony AMI system for all active and future connections within the District, software licensing and training, and hosting and support services. He indicated that, after today's agenda was prepared, HydroPro had advised that the Master Meter Harmony End User License Agreement was not required because it was covered by the Master Services Agreement. He noted that the total upfront cost to convert to the Master Meter AMI system was ±\$565,000, plus an ongoing monthly support fee of \$0.95 per active meter. He added that the ongoing support fee was "locked in" through the end of 2029 and that, thereafter, the fee would be subject to a CPI adjustment capped at 3%. Director Rossig recommended that, in light of recent cyberattacks on public utilities by foreign actors, HydroPro confirm its security protocols. Director Mura asked how long HydroPro had been in business. Mr. Hendrix stated 15 years. Mr. Bartram advised the Board that the District's financial advisor had recommended that, if the Board desired to move forward with the smart meter conversion project, the Board also approve a so-called "reimbursement resolution" in order to preserve the ability to reimburse the District's general fund for these costs out of future bond issues. After further discussion, upon motion by Director Roberts and second by Director Mura, the Board voted unanimously to approve (i) the Master Services Agreement with HydroPro, as presented; and (ii) the Resolution Expressing Official Intent to Reimburse Certain Costs [Advanced Metering Infrastructure (AMI) Water Meter Project] attached as **Exhibit "M"**.

Mr. Bartram next recognized Mr. Douthitt for purposes of receiving a report from the District's accountant. Mr. Douthitt directed the Board's attention to the accounting report and updated cash activity report attached collectively as **Exhibit "N"** and recommended approval of all Director and vendor payments and fund transfers. He next reviewed the District's latest quarterly investment report, tax collection report, and financial statements, noting that over 97% of the District's 2023 tax levy had been collected and that the District was ±\$170,000 under budget primarily due to lower-than-budgeted Master District charges. Mr. Schroeder confirmed that he had reviewed and recommended approval of Crossroads' latest operations invoice, subject to questions regarding an insurance claim for the fire hydrant damage, as previously discussed, and equipment charges during a water line repair. Mr. Hendrix explained that the repair in question was a "hand dig" that required additional safety measures and equipment. Director Roberts asked that Mr. Hendrix advise Crossroads' operations personnel not to incur unnecessary charges. Mr. Hendrix confirmed that he had had those discussion internally but that additional charges could not be avoided in certain instances. After discussion, upon motion by Director Mura and second by Director Johnson, the Board voted unanimously to approve the Director and vendor payments and the fund transfers, as presented.

There being no report from the District's financial advisor this month, Mr. Bartram recognized Mr. Schroeder for a report from the District's engineer. Mr. Schroeder reported that there was no active development in the District at this time and that it was his understanding that Section 18, which was the final section to be developed in the District, was still pending approval by Travis County.

Mr. Bartram stated that the next item on the agenda was a report from the District's attorney. He advised that the outstanding directives were complete or in process.

Mr. Bartram next announced that the Board would move to the Other Discussion/Action Items section of the agenda and conclude by reviewing the future meeting schedule. He reminded everyone that the Board would need to meet in August and September for budget and tax purposes. The Board generally agreed that the July meeting would be canceled if there was no pressing need to meet.

There being no further business to come before the Board, upon motion by Director Roberts and second by Director Mura, the meeting was adjourned at 1:07 p.m.

(Signature page follows.)



(SEAL)

Date: <u>August 7, 2024</u>

TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 2

Tracy T. Johnson, Secretary Board of Directors



202480716

# STAYS IN FILE TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 2

#### **AGENDA**

#### June 5, 2024

TO: THE BOARD OF DIRECTORS OF TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 2 AND ALL OTHER INTERESTED PERSONS:

Notice is hereby given that the Board of Directors of Travis County Municipal Utility District No. 2 will hold a meeting on Wednesday, June 5, 2024, at 12:00 noon at the offices of Armbrust & Brown, PLLC, 100 Congress Avenue, Suite 1300, Austin, Texas. The following matters may be considered and acted upon at the meeting:

#### **PUBLIC COMMENT**

Citizens' communications and Board member announcements; 1.

#### CONSENT ITEMS

(These items may be approved collectively or individually. Any of these items may be pulled for discussion upon the request of any board member.)

Minutes of April 3, 2024 Board meeting; 2.

#### BUDGET AND TAX ITEMS

- Preliminary estimate of 2024 net taxable value: 3.
- Schedule for adoption of 2024-2025 budget and 2024 tax rate; 4.

#### DIRECTOR ELECTION ITEMS

See Supplemental Agenda for November 5, 2024 Director election items; 5.

#### MASTER DISTRICT AND ADVISORY COMMITTEE ITEMS

- 6. Wholesale water rates and capacity charges, wholesale water purchase schedule and projections, LUE connections, and related matters;
- Wastewater treatment plant expansion/conversion project; 7.
- 8. Agenda(s) and minutes from most recent meetings of Wilbarger Creek Municipal Utility District No. 2 Board of Directors and Advisory Committee:

#### REPORTS AND RELATED ACTION ITEMS

- Report from developer(s) regarding status of development, construction, and 9. homebuilding activity;
- Website design and management: 10.
- Report from District's utility operator, including: 11.

4881-8240-2743, v. 2

- (a) Water usage, quality, accountability, and conservation, including:
  - (i) Leak detection efforts to address water loss and related repairs, including corrective action plan;
  - (ii) Water quality complaints;
  - (iii) Implementation and enforcement of water restrictions;
- (b) Connection and billing reports, including customer service, delinquent accounts, and write-offs:
- (c) Utility operations, maintenance, and repairs, including:
  - (i) Insurance claim for fire hydrant damage;
- (d) Solid waste and recycling collection service;
- (e) Conversion to "smart" water meters, including:
  - (i) Recommendation from Crossroads Utility Services LLC regarding advanced metering infrastructure (AMI) and automated meter reading (AMR) equipment/technology;
  - (ii) Master Meter, Inc. "sole source" manufacturer / distributor letter;
  - (iii) Exceptions to public bidding requirements;
  - (iv) Revised pricing proposal(s) from HydroPro Solutions, LLC;
  - (v) Master Services Agreemen with HydroPro Solutions, LLC;
  - (vi) Master Meter Harmony End User License Agreement;
  - (vii) Resolution Expressing Official Intent to Reimburse Certain Costs [Advanced Metering Infrastructure (AMI) Water Meter Project];
- 12. Report from District's accountant, including:
  - (a) Bills, invoices, transfers, and investments;
- 13. Report from District's financial advisor;
- 14. Report from District's engineer, including:
  - (a) Master District operations;
- 15. Report from District's attorney, including:
  - (a) Review of prior developer and consultant directives;

#### OTHER DISCUSSION/ACTION ITEMS

#### 16. Future 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, without limitation, 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 or security audits (Section 551.076); and 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 the provision of the Open Meetings Act that authorizes the closed or executive session.

(SEAL)



Attorney for the District

The 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 for additional information. Hearing impaired or speech disabled persons equipped with telecommunications devices for the deaf may utilize the statewide Relay Texas program, 1-800-735-2988.

#### TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 2

#### SUPPLEMENTAL AGENDA

#### June 5, 2024

TO: THE BOARD OF DIRECTORS OF TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 2 AND TO ALL OTHER INTERESTED PERSONS:

Notice is hereby given that the Board of Directors of Travis County Municipal Utility District No. 2 will hold a meeting on Wednesday, June 5, 2024 at 12:00 noon at the offices of Armbrust & Brown, PLLC, 100 Congress Avenue, Suite 1300, Austin, Texas. The following additional matters will be considered and may be acted upon at the meeting:

- 1. Order Calling Director Election for November 5, 2024;
- 2. Election Agreement and Joint Election Agreement with Travis County, including Resolution Approving Election Agreement and Joint Election Agreement;
- 3. Order Adopting Travis County Voting System;
- 4. Notice of Deadline to File Applications for Place on the Ballot;
- 5. Authorize the District's attorney to give notice of November 5, 2024 Director election;
- 6. Any other matters relating to the District's elections.

# EL DISTRITO DE SERVICIOS PÚBLICOS MUNICIPALES NO. 2 DEL CONDADO DE TRAVIS

#### AVISO SUPLEMENTAL A LA AGENDA

#### **5 DE JUNIO DE 2024**

A: LA JUNTA DE DIRECTORES DEL DISTRITO DE SERVICIOS PÚBLICOS MUNICIPALES NO. 2 DEL CONDADO DE TRAVIS Y A TODA PERSONA INTERESADA:

Se pone en conocimiento del público que la Junta Directiva del Distrito de Servicios Públicos Municipales No. 2 del Condado de Travis va a tener una reunión miércoles, 5 de junio de 2024 a las 12:00 en la mediodía en las oficinas de Armbrust & Brown, PLLC, 100 Congress Avenue, Suite 1300, Austin, Texas 78701. Los siguientes propósitos adicionales se consideran y pueden ser llevados a cabo en la junta:

- 1. Orden convocando elección de Directores para el 5 de noviembre de 2024;
- 2. Acuerdo electoral y acuerdo de elección conjunta con el condado de Travis, incluyendo la resolución que aprueba el acuerdo electoral y acuerdo de elección conjunta;
- 3. Orden que adopta el sistema de votación del condado de Travis;

- 4. Aviso de fecha límite para presentar solicitudes para un lugar en la boleta;
- 5. Autorizar al Abogado del Distrito a dar aviso de la elección de Directores del 5 de noviembre de 2024;
- 6. Cualquier otro asunto con respecto a las elecciones del Distrito.

(SEAL) (SELLO)



Attorney for the District Abogado del Distrito



Came to hand and posted on a Bulletin Board in the

County Recording Office, Austin, Travis County, Texas on this the

Dyana Limon-Mercado

County Clerk, Travis County, Texas Deputy

E. MEDINA

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dyana Limon-Mercado, County Clerk Travis County, Texas

202480716

May 29, 2024 02:40 PM

Fee: \$2.00

**MEDINAE** 

# CERTIFICATE OF POSTING FOR TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 2

# 11525 SHADOWGLEN TRACE, MANOR, TEXAS 78653 (SHADOWGLEN RECREATION CENTER)

THE STATE OF TEXAS	8
COUNTY OF TRAVIS	§ § §
I, Brian K. Gilbert of the Board of Directors of Tra ShadowGlen Trace, Manor, Texas	, hereby certify that at,,,,,
Meetings provision of Chapter 5	tice was posted in order to comply with the Open 51 of the Government Code and that the Board of n this certificate in determining whether the provision Code have been satisfied.
Witness my signature this	30 day of $30$ , $20$ .
	Brian & Gillert
	Printed Name: <u>Brian K. Gilbert</u>
	Company: <u>Diligent Delivery</u>

#### TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 2

#### **AGENDA**

#### June 5, 2024

TO: THE BOARD OF DIRECTORS OF TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 2 AND ALL OTHER INTERESTED PERSONS:

Notice is hereby given that the Board of Directors of Travis County Municipal Utility District No. 2 will hold a meeting on Wednesday, June 5, 2024, at 12:00 noon at the offices of Armbrust & Brown, PLLC, 100 Congress Avenue, Suite 1300, Austin, Texas. The following matters may be considered and acted upon at the meeting:

#### PUBLIC COMMENT

1. Citizens' communications and Board member announcements;

#### **CONSENT ITEMS**

(These items may be approved collectively or individually. Any of these items may be pulled for discussion upon the request of any board member.)

2. Minutes of April 3, 2024 Board meeting;

#### **BUDGET AND TAX ITEMS**

- 3. Preliminary estimate of 2024 net taxable value;
- 4. Schedule for adoption of 2024-2025 budget and 2024 tax rate;

#### **DIRECTOR ELECTION ITEMS**

5. See Supplemental Agenda for November 5, 2024 Director election items;

#### MASTER DISTRICT AND ADVISORY COMMITTEE ITEMS

- 6. Wholesale water rates and capacity charges, wholesale water purchase schedule and projections, LUE connections, and related matters;
- 7. Wastewater treatment plant expansion/conversion project;
- 8. Agenda(s) and minutes from most recent meetings of Wilbarger Creek Municipal Utility District No. 2 Board of Directors and Advisory Committee;

#### REPORTS AND RELATED ACTION ITEMS

- 9. Report from developer(s) regarding status of development, construction, and homebuilding activity;
- 10. Website design and management;
- 11. Report from District's utility operator, including:

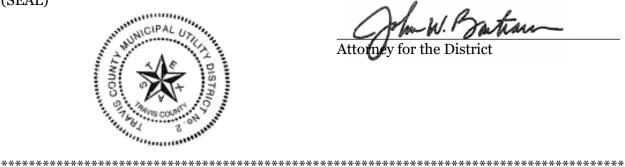
- (a) Water usage, quality, accountability, and conservation, including:
  - (i) Leak detection efforts to address water loss and related repairs, including corrective action plan;
  - (ii) Water quality complaints;
  - (iii) Implementation and enforcement of water restrictions;
- (b) Connection and billing reports, including customer service, delinquent accounts, and write-offs;
- (c) Utility operations, maintenance, and repairs, including:
  - (i) Insurance claim for fire hydrant damage;
- (d) Solid waste and recycling collection service;
- (e) Conversion to "smart" water meters, including:
  - (i) Recommendation from Crossroads Utility Services LLC regarding advanced metering infrastructure (AMI) and automated meter reading (AMR) equipment/technology;
  - (ii) Master Meter, Inc. "sole source" manufacturer / distributor letter;
  - (iii) Exceptions to public bidding requirements;
  - (iv) Revised pricing proposal(s) from HydroPro Solutions, LLC;
  - (v) Master Services Agreemen with HydroPro Solutions, LLC;
  - (vi) Master Meter Harmony End User License Agreement;
  - (vii) Resolution Expressing Official Intent to Reimburse Certain Costs [Advanced Metering Infrastructure (AMI) Water Meter Project];
- 12. Report from District's accountant, including:
  - (a) Bills, invoices, transfers, and investments;
- 13. Report from District's financial advisor;
- 14. Report from District's engineer, including:
  - (a) Master District operations;
- 15. Report from District's attorney, including:
  - (a) Review of prior developer and consultant directives;

#### OTHER DISCUSSION/ACTION ITEMS

#### 16. Future 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, without limitation, 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 or security audits (Section 551.076); and 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 the provision of the Open Meetings Act that authorizes the closed or executive session.

(SEAL)



The 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 for additional information. Hearing impaired or speech disabled persons equipped with telecommunications devices for the deaf may utilize the statewide Relay Texas program, 1-800-735-2988.

#### TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 2

#### **SUPPLEMENTAL AGENDA**

#### June 5, 2024

TO: THE BOARD OF DIRECTORS OF TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 2 AND TO ALL OTHER INTERESTED PERSONS:

Notice is hereby given that the Board of Directors of Travis County Municipal Utility District No. 2 will hold a meeting on **Wednesday**, **June 5**, **2024 at 12:00 noon at the offices of Armbrust & Brown**, **PLLC**, **100 Congress Avenue**, **Suite 1300**, **Austin**, **Texas**. The following *additional* matters will be considered and may be acted upon at the meeting:

- 1. Order Calling Director Election for November 5, 2024;
- 2. Election Agreement and Joint Election Agreement with Travis County, including Resolution Approving Election Agreement and Joint Election Agreement;
- 3. Order Adopting Travis County Voting System;
- 4. Notice of Deadline to File Applications for Place on the Ballot;
- 5. Authorize the District's attorney to give notice of November 5, 2024 Director election;
- 6. Any other matters relating to the District's elections.

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

#### EL DISTRITO DE SERVICIOS PÚBLICOS MUNICIPALES NO. 2 DEL CONDADO DE TRAVIS

#### AVISO SUPLEMENTAL A LA AGENDA

#### **5 DE JUNIO DE 2024**

A: LA JUNTA DE DIRECTORES DEL DISTRITO DE SERVICIOS PÚBLICOS MUNICIPALES NO. 2 DEL CONDADO DE TRAVIS Y A TODA PERSONA INTERESADA:

Se pone en conocimiento del público que la Junta Directiva del Distrito de Servicios Públicos Municipales No. 2 del Condado de Travis va a tener una reunión miércoles, 5 de junio de 2024 a las 12:00 en la mediodía en las oficinas de Armbrust & Brown, PLLC, 100 Congress Avenue, Suite 1300, Austin, Texas 78701. Los siguientes propósitos adicionales se consideran y pueden ser llevados a cabo en la junta:

- 1. Orden convocando elección de Directores para el 5 de noviembre de 2024;
- 2. Acuerdo electoral y acuerdo de elección conjunta con el condado de Travis, incluyendo la resolución que aprueba el acuerdo electoral y acuerdo de elección conjunta;
- 3. Orden que adopta el sistema de votación del condado de Travis;

- 4. Aviso de fecha límite para presentar solicitudes para un lugar en la boleta;
- 5. Autorizar al Abogado del Distrito a dar aviso de la elección de Directores del 5 de noviembre de 2024;
- 6. Cualquier otro asunto con respecto a las elecciones del Distrito.

(SEAL) (SELLO)



Attorney for the District Abogado del Distrito

# TRAVIS CENTRAL APPRAISAL DISTRICT

BOARD OFFICERS
JAMES VALADEZ
CHAIRPERSON
DEBORAH CARTWRIGHT
VICE CHAIRPERSON
NICOLE CONLEY
SECRETARY/TREASURER



BOARD MEMBERS
TOM BUCKLE
DR. OSEZUA EHIYAMEN
BRUCE ELFANT
VIVEK KULKARNI
JIE LI
ELIZABETH MONTOYA
BLANCA ZAMORA-GARCIA

TRAVIS CO MUD NO 2
WILMA ROBERTS
C/O ARMBRUST & BROWN PLLC
100 CONGRESS AVE STE 1300
AUSTIN, TX 78701

April 11, 2024

The appraisal district has substantially completed the 2024 valuation of properties in your jurisdiction. We have not yet received or processed any protests. Per Section 26.01(e) of the Texas Property Tax Code, I am supplying you with the estimate of your jurisdiction's taxable value. This estimate is based on the January 1<sup>st</sup> assessment date and historic protest trends.

2023 Certified Net Taxable	\$474,732,966
2024 Preliminary Net Taxable Estimate of value loss due to protests	\$495,285,464 (\$21,049,632)
2024 Estimate of Net Taxable	\$474,235,832
Estimate of the taxable value of new value	\$703,455
Estimated Value Loss due to Circuit Breaker Limitation	\$1,182,072

Sincerely,

Leana Mann, RPA, CCA, CGFO

**Chief Appraiser** 

Lmann@tcadcentral.org (512) 834-9317 ext 415

Luana H. Mann

TRAVIS CO MUD NO 2

	Tax Rate Worksheet information (numbering based on form	ri 50-850) /0
1	2023 total taxable value	\$474,732,966
2	2023 tax ceiling	\$ 0
4	2023 total adopted tax rate	.792500
5	2023 taxable value lost because of court appeals of ARB	
	decisions reduced 2023 ARB values	
5A	Original 2023 ARB Value	
5B	2023 values resulting from final court decisions	
6	2023 taxable value subject to an appeal under Chapter 42	
6A	2023 ARB certified value	\$3,100,000
6B	2023 disputed value	\$310,000
9	2023 taxable value of property in territory the taxing unit de-	
	annexed after Jan 1, 2023	
10	2023 taxable value lost because a property first qualified for	
101	exemption in 2024	4.0
10A	Absolute exemptions	\$ 0
10B	Partial exemptions and amount exempt due to an increased	\$506,690
	exemption	
11	2023 taxable value lost because a property first qualified for	
444	agricultural appraisal in 2024	
11A	2023 market value	
11B	2024 productivity value	
18	Total 2024 taxable value on certified appraisal roll today	
18A	Certified taxable	\$474,235,832
18C	Pollution control and energy storage systems exemptions	
18D	Tax increment financing	
19	Total value of properties under protest or not on certified roll	
19A	2024 taxable value of properties under protest	
19B	2024 value of properties not under protest or included in	
20	certified appraisal	\$ 0
20	2024 tax ceiling	\$ 0
22	Total 2023 taxable value of properties in territory annexed after Jan 1, 2023	Ş U
23	Total 2024 taxable value of new improvements and new	\$703,455
	personal property located in new improvements	
-	· · · · · · · · · · · · · · · · · · ·	•

Notice of Public Hearing - Budget/Tax Rate Information

\$482,281
\$593,639,596
\$365,505
\$348,286
\$474,732,966
\$365,505
\$451,744
\$561,575,875
\$798,200
\$368,120
\$474,235,832

2024	Nightly Totals	TRAVIS CO MUD NO 2	TRAVIS CAD
70			As of Roll # 0

NO	TUNDER REVIEW	UNDER REVIEW	TOTAL
REAL PROPERTY & MFT HOMES	(Count) (1,272)	(Count) (0)	(Count) (1,272)
Land HS Value	91,046,076	0	91,046,076
Land NHS Value	7,241,421	0	7,241,421
Land Ag Market Value	0	0	0
Land Timber Market Value	0	0	0
Total Land Value	98,287,497	0	98,287,497
Improvement HS Value	450,926,858	0	450,926,858
Improvement NHS Value	11,250,675	0	11,250,675
Total Improvement	462,177,533	0	462,177,533
Market Value	560,465,030	0	560,465,030
BUSINESS PERSONAL PROPERTY	(44)	(0)	(44)
Market Value	1,110,845	0	1,110,845
OIL & GAS / MINERALS	(0)	(0)	(0)
Market Value	0	0	0
OTHER (Intangibles)	(0)	(0)	(0)
Market Value	0	0	0
	(Total Count) (1,316)	(Total Count) (0)	(Total Count) (1,316)
TOTAL MARKET	561,575,875	0	561,575,875
Ag Productivity	0	0	0
Ag Loss (-)	0	0	0
Timber Productivity	0	0	0
Timber Loss (-)	0	0	0
APPRAISED VALUE	561,575,875	0	561,575,875
	100.0%	0.0%	100.0%
HS CAP Limitation Value (-)	34,822,314	0	34,822,314
CB CAP Limitation Value (-)	1,182,072	0	1,182,072
NET APPRAISED VALUE	525,571,489	0	525,571,489
Total Exemption Amount	30,216,062	0	30,216,062
NET TAXABLE	495,355,427	0	495,355,427
TAX LIMIT/FREEZE ADJUSTMENT	0	0	0
LIMIT ADJ TAXABLE (I&S)	495,355,427	0	495,355,427
CHAPTER 313 ADJUSTMENT	0	0	0
LIMIT ADJ TAXABLE (M&O)	495,355,427	0	495,355,427

APPROX TOTAL LEVY = NET TAXABLE \* (TAX RATE / 100) \$3,925,691.76 = 495,355,427 \* 0.792500 / 100)

## **TRAVIS CO MUD NO 2**

## **Exemptions**

TRAVIS CAD
As of Roll # 0

NOT UNDER REVIEW **TOTAL EXEMPTIONS** UNDER REVIEW Total Count Count Total Count Exemption Total **Homestead Exemptions** 233 233 0 0 1,075,000 OV65-Local 1,075,000 0 0 0 OV65-State 0 0 0 0 0 0 0 0 0 **OV65-Prorated** 0 8 0 25,000 25,000 8 OV65S-Local 0 0 0 0 OV65S-State 0 0 0 0 0 0 **OV65S-Prorated** 0 0 0 0 70,000 17 70,000 17 DP-Local 0 0 0 0 DP-State 0 0 0 0 0 0 **DP-Prorated** 0 0 0 0 25,312,703 57 25,312,703 57 **DVHS** 0 0 422,815 1 **DVHS-Prorated** 422,815 1 0 0 4 1,716,151 **DVHSS** 1,716,151 4 0 0 0 0 **DVHSS-Prorated** 0 0 **Subtotal for Homestead** 0 0 320 28,621,669 320 28,621,669 **Exemptions Disabled Veterans Exemptions** 5 0 0 32,000 5 DV1 32,000 0 0 39,000 4 DV2 39,000 4 9 0 0 32,372 32,372 9 DV3 0 0 180,000 34 180,000 34 DV4 2 0 0 12,000 DV4S 12,000 2 **Subtotal for Disabled Veterans** 0 0 54 295,372 54 295,372 **Exemptions Special Exemptions** 50 SO 551,209 50 0 0 551,209 **Subtotal for Special** 0 0 551,209 50 50 551,209 **Exemptions Absolute Exemptions** 0 0 731,141 4 EX-XV 731,141 4 0 0 0 **EX-XV-PRORATED** 0 0 0 0 16,671 14 EX366 16,671 14 **Subtotal for Absolute** 0 0 747,812 18 747,812 18 **Exemptions** Total: 442 0 0 442 30,216,062 30,216,062

2024 Nightly Totals TRAVIS CO MUD NO 2

# **No-New-Revenue Tax Rate Assumption**

TRAVIS CAD
As of Roll # 0

**New Value** 

70

Total New Market Value: \$798,200 Total New Taxable Value: \$703,455

#### **Exemption Loss**

#### **New Absolute Exemptions**

Exemption Description Count Last Year Market Value Absolute Exemption Value Loss: 0 0

#### **New Partial Exemptions**

Exemption Description Count Partial Exemption Amt **DVHS** Disabled Veteran Homestead 1 422,815 **OV65** Over 65 3 15,000 SO Solar (Special Exemption) 6 68,875 Partial Exemption Value Loss: 10 506,690 Total NEW Exemption Value 506,690

#### **Increased Exemptions**

Exemption Description Count Increased Exemption Amt Increased Exemption Value Loss:

0 0

Total Exemption Value Loss:

506,690

# Average Homestead Value

Category	Count of HS	Average Market	Average Exemption	Average Taxable
A Only	989	451,744	26,022	368,120
A & E	989	451,744	26,022	368,120

# **TRAVIS CO MUD NO 2**

**State Category Breakdown** 

TRAVIS CAD
As of Roll # 0

# Not Under Review

Code	Description	Count	Acres	New Value	Market Value	Taxable Value
Α	Single-family Residential	1,281		598,387	544,824,255	480,131,991
C1	Vacant Lots and Tracts	46		0	58,911	29,641
E	Rural Land,Not Qualified for Open-Space Land	2		0	26,096	26,096
F1	Commercial Real Property	3		0	14,223,696	13,738,865
J4	Telephone Companies (including Co-ops)	1		0	5,154	5,154
L1	Commercial Personal Property	28		0	1,073,867	1,073,867
0	Residential Inventory	2		199,813	349,813	349,813
XB	Income Producing Tangible Personal	14		0	16,671	0
XV	Other Totally Exempt Properties (including	4		0	997,412	0
		Totals:	0	798,200	561,575,875	495,355,427

**TRAVIS CO MUD NO 2** 

TRAVIS CAD
As of Roll # 0

**State Category Breakdown** 

**Under Review** 

Code Description

Count Acres New Value

Market Value Taxable Value

Totals:

# **TRAVIS CO MUD NO 2**

# **State Category Breakdown**

TRAVIS CAD
As of Roll # 0

# **Grand Totals**

Code	Description	Count	Acres	New Value	Market Value	Taxable Value
Α	Single-family Residential	1,281		598,387	544,824,255	480,131,991
C1	Vacant Lots and Tracts	46		0	58,911	29,641
E	Rural Land,Not Qualified for Open-Space Land	2		0	26,096	26,096
F1	Commercial Real Property	3		0	14,223,696	13,738,865
J4	Telephone Companies (including Co-ops)	1		0	5,154	5,154
L1	Commercial Personal Property	28		0	1,073,867	1,073,867
0	Residential Inventory	2		199,813	349,813	349,813
XB	Income Producing Tangible Personal	14		0	16,671	0
XV	Other Totally Exempt Properties (including	4		0	997,412	0
		Totals:	0	798,200	561,575,875	495,355,427

# **TRAVIS CO MUD NO 2**

**Top Taxpayers** 

TRAVIS CAD
As of Roll # 0

Rank	Owner ID	Taxpayer Name	Market Value	Taxable Value
1	1744121	ASC MEDICAL 8 HOLDINGS LLC	\$9,692,165	\$9,692,165
2	1604183	HFS BROTHERS INVESTMENTS LLC	\$4,204,831	\$3,720,000
3	1917796	THURMAN JEFF LYNN JR & KRISTEEN	\$755,156	\$755,156
4	1879516	DRUSHAL LOREEN M &	\$702,057	\$702,057
5	1995701	CONFIDENTIAL OWNER	\$671,131	\$671,131
6	1952267	SAMUEL EMILY	\$664,060	\$664,060
7	1906666	SMITH TYLER CEARLEY	\$655,516	\$655,516
8	1898776	CAMPOS JUAN CARLOS	\$711,928	\$649,280
9	1850805	ELENGOLD MITCHELL E & TRESA L	\$633,142	\$633,142
10	1981979	AVILES GABRIEL &	\$597,214	\$597,214
11	1973738	FAHMY RYAN & VICTORIA MCGUFFIN	\$595,607	\$595,607
12	1918322	CARDILLO NICHOLAS CHARLES &	\$597,850	\$591,372
13	1917788	MUHAMMAD FUDIA MARIAM & ROBERT	\$590,146	\$590,146
14	1884340	LADD WENDELL NELSON III	\$586,431	\$586,431
15	1921363	PHILLIPS MEREDITH ASHLEY & MICHAEL	\$584,477	\$584,477
16	1990137	EQUITY TRUST CO	\$583,558	\$583,558
17	1876938	ANWAR SHADAB & SHAISTA PERWEEN	\$644,391	\$580,800
18	1853873	BUITINK NICKOLAS & JOSEPH	\$691,127	\$577,994
19	1964031	HORNET REAL ESTATE FUND LLC - SUN	\$575,628	\$575,628
20	1773165	RANSIER JASON CHARLES	\$644,082	\$575,094
		Total	\$25,380,497	\$24,580,828

Generated: 4/9/24 1:00 AM

Printed: 04/09/24 9:55:34 AM

#### **MEMORANDUM**

To: Board of Directors – Travis County Municipal Utility District No. 2

From: Armbrust & Brown, PLLC

Re: Schedule for Establishing District Tax Rate for 2024

Date: June 5, 2024

Before the Board adopts the District's 2024 tax rate, it is required to give notice of "each meeting at which the adoption of the tax rate will be considered." The notice must be published at least once in a newspaper of general circulation in the District at least seven days before the date of the meeting.

The District's 2024-2025 budget must be adopted before the 2024 tax rate is set. However, these can be approved at the same meeting if the Resolution Adopting Budget is approved prior to adoption of the tax rate. A timetable for adopting the District's tax rate, which will require no special meetings and only one publication, follows:

July 25 Deadline for Travis County chief appraiser to certify tax rolls to

District.

**August 7** Regular meeting. Discuss proposal to set tax rate and take record

vote on proposed tax rate. Announce the date, time and place of the **September 4** meeting, at which the Board will vote on and adopt

the proposed tax rate.

August 28 Deadline for publication in the Austin American-Statesman of the

Notice of Public Hearing on Tax Rate.

**September 4** Regular meeting. Adopt the District's 2024-2025 budget. Hold

a public hearing on the District's proposed tax rate. Take a record vote on the District's tax rate. Adopt an Order Levying Taxes and authorize filing the Order Levying Taxes with Travis County Tax

Assessor-Collector.

September 30 Deadline to submit District's tax rate to Travis County Tax

Assessor-Collector.

**NOTE:** If the District adopts a <u>combined</u> tax rate that would impose more than 1.08 times the amount of tax imposed by the District in the preceding year on a home appraised at the average appraised value of the homes within the District in that year (disregarding disabled and over-65 exemptions), the District's voters may petition to require that an election be held to determine whether or not to reduce the adopted tax rate to the "voter-approval tax rate," which is the current year's debt service and contract tax rate, plus the operation and maintenance tax that would impose 1.08 times the amount of operations and maintenance tax imposed by the District in the preceding year on a home appraised at the average appraised value of the homes within the District that year (disregarding disabled and over-65 exemptions).

#### ORDER CALLING DIRECTOR ELECTION

**WHEREAS**, Travis County Municipal Utility District No. 2 (the "<u>District</u>") is a political subdivision of the State of Texas, operating under Chapters 49 and 54, Texas Water Code; and

**WHEREAS**, in accordance with Section 49.103 of the Texas Water Code, the election of directors is to be held in November of even-numbered years; and

**WHEREAS**, also in accordance with Section 49.103 of the Texas Water Code, a District election is to be held on November 5, 2024 for the election of two directors, each of whom will serve a four-year term; and

**WHEREAS**, the Board of Directors of the District (the "<u>Board</u>") desires to proceed to order this election;

#### NOW THEREFORE, IT IS ORDERED BY THE BOARD THAT:

<u>Section 1</u>: The matters and facts set out in the preamble of this order are found and declared to be true and complete.

<u>Section 2</u>: An election will be held within the District on November 5, 2024 between the hours of 7:00 a.m. and 7:00 p.m., at the Travis County (the "<u>County</u>") precinct polling place locations which serve the District, at which there will be submitted the question of the election of two directors, each of whom will serve a four-year term.

Section 3: Early voting in the election by personal appearance will begin on Monday, October 21, 2024, and end on Friday, November 1, 2024. The regular early voting clerk is Dyana Limon-Mercado, Travis County Clerk. Early voting by personal appearance will be conducted at the times, dates, and polling places established by the County for early voting, as set forth on the attached **Exhibit "A"**. The regular early voting clerk's official mailing address to which requests for applications for early voting ballots to be voted by mail may be sent is Travis County Clerk – Elections, P.O. Box 149325, Austin, Texas 78714-9325. Applications can be hand-delivered to Travis County – Elections Division, 5501 Airport Boulevard, Austin, Texas 78751. Applications can be faxed or emailed to 512-854-3969 or <a href="ebbm@traviscountytx.gov">ebbm@traviscountytx.gov</a>. A hard copy must follow by mail and be received not later than the 4th business day after the fax/mail.

Section 4: Voting in the election will be by the use of electronic or paper ballots printed in both English and Spanish and conforming to the requirements of the Texas Election Code. Oral bilingual assistance will be available during the election and may be obtained by contacting the presiding judge or the alternate presiding judge. The ballots used in the election will have printed on them the names of all candidates for the office of director who filed applications to have their names printed on the ballot at least 78 days before the election, and one blank space for write-in votes for any candidate for the office of director who has filed a declaration of write-in candidacy at least 74 days before the election. Each voter may vote for none, one, or two persons for director by placing an "X" in the square beside the person's name or persons' names or by writing the name or names of a person or persons in the blank space(s) provided.

<u>Section 5</u>: The District is divided into approximately one election precinct as established by the County. The polling places for such election precinct will be the polling places established by the County for such election precincts in the County.

Section 6: The presiding judges, alternate presiding judges, and clerks for the election selected and appointed by the County in compliance with the requirements of state law are

designated and appointed election officers for the holding of this election. The presiding judges, alternate presiding judges, and clerks will perform the functions and duties of their respective positions that are provided by State law.

<u>Section 7</u>: The election will be held and conducted and returns made to the Board in accordance with the Texas Election Code, as modified by Chapter 49 of the Texas Water Code.

<u>Section 8</u>: All qualified resident electors of the District will be entitled to vote in the election.

<u>Section 9</u>: The Secretary of the Board and the attorney for the District are directed to cause notice of this election to be published or posted in both English and Spanish in accordance with the requirements of the Texas Election Code. The notice will be substantially in the form attached as **Exhibit "B"** and made a part hereof for all purposes.

<u>Section 10</u>: This Order may be executed in multiple counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. A digital signature, a facsimile or other electronic copy of an original signature, and/or a counterpart transmitted electronically (*e.g.*, by fax, email, text, or similar means), will be deemed to be, and will have the same force and effect as, an original signature for all purposes.

\* \* \*

(Signature page follows.)

# PASSED AND APPROVED this 5th day of June, 2024.



TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 2

Wilmer Roberts, President **Board of Directors** 

(SEAL)

ATTEST:

Tracy (

Tracy T. Johnson, Secretary Board of Directors

# EXHIBIT "A"

# **Early Voting Polling Locations**

A full list of Early Voting polling locations in Travis County is available at:

https://elections.traviscountytx.gov/current-election-information/current-election/

# EXHIBIT "B"

# **Form of Notice of Election**

#### NOTICE OF DIRECTOR ELECTION

Notice is hereby given that Travis County Municipal Utility District No. 2 (the "<u>District</u>") will hold an election on November 5, 2024, between the hours of 7:00 a.m. and 7:00 p.m., at the polling place for each election precinct established by Travis County, Texas (the "<u>County</u>"), for the purpose of electing two directors, each of whom will serve a four-year term.

The ballots used in the election will have printed on them the names of all candidates for the office of director who have filed applications to have their names printed on the ballot at least 78 days before the election, and one blank space for write-in votes for any candidate for the office of director who has filed a declaration of write-in candidacy at least 74 days before the election.

The presiding judges, alternate presiding judges, and clerks for the election selected and appointed by the County in compliance with the requirements of State law are designated and appointed as election officers for the holding of the election. The presiding judges, alternate presiding judges, and clerks will perform the functions and duties of their respective positions that are provided by State law.

The Election Day polling places will be the polling places designated by the County for the election, as set forth on **Exhibit "1"**.

Early voting in the election by personal appearance will begin on October 21, 2024 and continue through November 1, 2024. The regular early voting clerk is Dyana Limon-Mercado, Travis County Clerk. Early voting in the election by personal appearance will be conducted at the times, dates, and polling places established by the County for early voting, as set forth on **Exhibit "2"**. The regular early voting clerk's official mailing address to which requests for applications for early voting ballots to be voted by mail may be sent is Travis County Clerk – Elections, P.O. Box 149325, Austin, Texas 78714-9325. Applications can be hand-delivered to Travis County Clerk – Elections, 5501 Airport Boulevard, Austin, Texas 78751. Applications can be faxed or emailed to: 512-854-3969 or <a href="mailto:ebbm@traviscountytx.gov">ebbm@traviscountytx.gov</a>; a hard copy must follow by mail and be received not later than the 4<sup>th</sup> business day after the fax/email. Information regarding the November 5, 2024, election is located online at:

https://elections.traviscountytx.gov/

Main Early Voting Polling Place: See Exhibit "2".

Any voter who is entitled to vote an early ballot by personal appearance may do so at the Main Early Voting Polling Place listed above or any temporary branch site.

THIS DOCUMENT MUST REMAIN POSTED THROUGH NOVEMBER 5, 2024 An application for early voting ballot by mail should be mailed to:

Postal Mail: Travis County Clerk - Elections

P.O. Box 149325 Austin, TX 78714

Commercial Carrier: Elections Division

Travis County Clerk 5501 Airport Boulevard Austin, TX 78751

Applications for early voting ballots by mail must be received by the close of business on Friday, October 25, 2024. Early voting ballots by mail must be received by the regular early voting clerk no later than 7:00 p.m. on Tuesday, November 5, 2024. For eligibility to vote by mail, please refer to Texas Election Code, Section 101.001. In certain circumstances, such as a ballot mailed across time zones, or by a past card applicant, the deadline to receive early voting ballots by mail may be different. Please refer to Texas Election Code, Sections 86.007 and 101.057.

The election is being held pursuant to an order adopted by the Board of Directors of the District on the 5th day of June, 2024.

## AVISO DE ELECCIÓN DE DIRECTOR

Se notifica por el presente que el Distrito de Servicios Públicos Municipales No. 2 del Condado de Travis (el "<u>Distrito</u>") va a tener una elección el día 5 de noviembre de 2024, entre las horas de 7:00 a.m. y las 7:00 p.m., en los lugares de votación establecidos por el Condado de Travis (el "<u>Condado</u>") para el propósito de elegir a dos directores, cada uno de los cuales tendrá un mandato de cuatro años.

Las boletas que se utilizarán en la elección tendrán los nombres de los candidatos postulados para el puesto de director que han registrado aplicaciones para tener sus nombres impresos en las boletas no menos de 78 días antes de la elección, y un espacio en blanco para votos por escrito para el puesto de director para cualquier candidato que ha archivado una declaración de candidato por escrito por lo menos 74 días antes de la elección.

Los jueces presidentes, jueces presidentes alternos, y los oficiales para la elección seleccionados y designados por el Condado en conformidad con los requisitos de la ley del estado por este medio son los oficiales designados para la elección. Los jueces presidentes, jueces presidentes alternos, y los oficiales para la elección realizarán las funciones y los deberes de sus posiciones respectivas en la manera prevista por la ley estatal.

Los centros de votación para el día de la elección será los centros de votación designado por el Condado para la elección, como sigue en el **Anexo "1"**.

La votación anticipada en la elección en persona comienza el día 21 de octubre de 2024 y continuara hasta el día 1 de noviembre de 2024. La secretaria regular de votación anticipada es Dyana Limon-Mercado, secretaria de votación anticipada del Condado de Travis. La votación anticipada en la elección en persona se llevará a cabo en los horarios, fechas, y lugares de votación establecidos por el Condado para la votación anticipada, como sigue en el **Anexo "2"**. La dirección de la secretaria regular de votación anticipada, a la cual se le pide la solicitud para boletas de votación anticipada para votar por correo, es Secretaria de Votación del Condado de Travis, P.O. Box 149325, Austin, Texas 78714-9325. Las solicitudes se pueden entregar por mano a Travis County Clerk - Elections, 5501 Airport Boulevard, Austin, Texas 78751. Las solicitudes se pueden enviar por fax o por correo electrónico a: 512-854-3969 o ebbm@traviscountytx.gov. Una copia impresa debe seguir por correo y ser recibida a los mas tarde del cuatro dia hábil después del fax/correo electrónico. La información sobre las elecciones del 8 de noviembre de 2022 se encuentra en línea a:

#### https://elections.traviscountytx.gov/

Lugar principal de votación anticipada: Ve Anexo "2".

Cualquier votante con derecho a votar durante la votación anticipada en persona puede hacerlo en la localidad principal de votación anticipada mencionada anteriormente o en cualquier sucursal provisional.

Una solicitud de boleta de votación anticipada para votar por correo debe ser enviada a:

Apartado Postal: Travis County Clerk - Elections

P.O. Box 149325 Austin, TX 78714

Transportista comercial: Elections Division

Travis County Clerk 5501 Airport Boulevard

Austin, TX 78751

Las solicitudes para las boletas de votación anticipada por correo deben ser recibidas antes del cierre del día laboral viernes 25 de octubre de 2024. Las boletas de votación anticipada por correo deben ser recibidas antes de las 7:00 p.m. martes el día 5 de noviembre de 2024. Para elegibilidad para votar por correo por favor consulte la Sección 101.001 del Código Electoral de Texas. En ciertas circunstancias la fecha límite para recibir boletas de votación anticipada por correo puede ser diferente tal como en casos donde la boleta esta enviado a través de zonas horarias o por un anterior solicitante de tarjeta. Por favor consulte el Código Electoral de Texas, Secciones 86.007 y 101.057.

La elección se lleva a cabo en cumplimiento de una orden adoptada por la Junta Directiva del Distrito el día 5th de junio, 2024.

### EXHIBIT / ANEXO "1" Election Day Polling Places

A full list of Election Day polling locations in Travis County is available at:

Una lista completa de centros de votación del Condado de Travis se encuentra en línea a:

https://elections.traviscountytx.gov/current-election-information/current-election/

# EXHIBIT / ANEXO "2" Early Voting Polling Places

A full list of Early Voting polling locations in Travis County is available at:

Una lista completa de lugares de votación temprana del Condado de Travis se encuentra en línea a:

https://elections.traviscountytx.gov/current-election-information/current-election/

# citrix | RightSignature

#### SIGNATURE CERTIFICATE



#### REFERENCE NUMBER

7F0A2944-1DBA-4E07-93A1-036980D1918B

#### TRANSACTION DETAILS

**Reference Number** 

7F0A2944-1DBA-4E07-93A1-036980D1918B

**Transaction Type** 

Signature Request

Sent At

06/13/2024 13:44 CDT

**Executed At** 

06/24/2024 14:53 CDT

**Identity Method** 

email

**Distribution Method** 

email

Signed Checksum

35331b5c96a31566a526df27890e28278bc7750469ad0aa3ae62476f57108760

**E-SIGNATURE** 

Signer Sequencing

Disabled

**Document Passcode** 

Disabled

**SIGNER** 

#### **DOCUMENT DETAILS**

**Document Name** 

TC2 - Election Documents for Signature

Filename

TC2.pdf

Pages

38 pages

**Content Type** 

application/pdf

File Size

616 KB

Original Checksum

f73a32d1f36261d320536876634425c01d97fa21348580c3363c0aa9cd08d2ea

**EVENTS** 

#### **SIGNERS**

0.0	_ 0.0	
Name	Status	Viewed At
Wilmer Roberts	signed	06/24/2024 14:52 CDT
Email	Multi-factor Digital Fingerprint Checksum	Identity Authenticated At
robertswiljan@sbcglobal.net	8 de 29 b 907142 ebb 1744033 b d 6648143 d 3 f 1 b 9 f 7 b b b 3 a 58 b 208 ebc f 94888 a 3356	06/24/2024 14:53 CDT
Components 3	IP Address 162.202.203.196	<b>Signed At</b> 06/24/2024 14:53 CDT
	<b>Device</b> Mobile Safari via iOS	
	Drawn Signature	
	Hamer College	
	Signature Reference ID	
	B6D054F4	
	Signature Biometric Count	
	5	
Name	Status	Viewed At
Tracy Johnson	signed	06/17/2024 17:37 CDT
Email	Multi-factor Digital Fingerprint Checksum	Identity Authenticated At
tjohnson11512@hotmail.com	3c28f98d2c6dd855de97ca6d35f578b1d1679762a1fba0873cc69baf4975ab5f	06/17/2024 17:38 CDT
Components 3	IP Address 70.113.78.53	<b>Signed At</b> 06/17/2024 17:40 CDT
	Device	
	Microsoft Edge via Windows	
	Drawn Signature	
	Fracy Johnson	
	Signature Reference ID A82D6195	
	Signature Biometric Count	

#### **AUDITS**

TIMESTAMP	AUDIT
06/13/2024 13:44 CDT	Lina Jarmond (Ijarmond@abaustin.com) created document 'TC2.pdf' on Firefox via Windows from 54.144.112.110.
06/13/2024 13:44 CDT	Tracy Johnson (tjohnson11512@hotmail.com) was emailed a link to sign.
06/13/2024 13:44 CDT	Wilmer Roberts (robertswiljan@sbcglobal.net) was emailed a link to sign.

TIMESTAMP	AUDIT
06/13/2024 14:12 CDT	Wilmer Roberts (robertswiljan@sbcglobal.net) viewed the document on Mobile Safari via iOS from 172.56.95.188.
06/17/2024 17:37 CDT	Tracy Johnson (tjohnson11512@hotmail.com) viewed the document on Microsoft Edge via Windows from 70.113.78.53.
06/17/2024 17:37 CDT	Tracy Johnson (tjohnson11512@hotmail.com) viewed the document on Microsoft Edge via Windows from 70.113.78.53.
06/17/2024 17:37 CDT	Tracy Johnson (tjohnson11512@hotmail.com) viewed the document on Chrome via Windows from 172.212.161.199.
06/17/2024 17:37 CDT	Tracy Johnson (tjohnson11512@hotmail.com) viewed the document on Chrome via Windows from 40.94.26.223.
06/17/2024 17:38 CDT	Tracy Johnson (tjohnson11512@hotmail.com) authenticated via email on Microsoft Edge via Windows from 70.113.78.53.
06/17/2024 17:40 CDT	Tracy Johnson (tjohnson11512@hotmail.com) signed the document on Microsoft Edge via Windows from 70.113.78.53.
06/18/2024 08:02 CDT	Wilmer Roberts (robertswiljan@sbcglobal.net) was emailed a reminder.
06/24/2024 10:59 CDT	Wilmer Roberts (robertswiljan@sbcglobal.net) was emailed a reminder.
06/24/2024 13:33 CDT	Lina Jarmond (ljarmond@abaustin.com) was added as a viewer by 'Lina Jarmond (ljarmond@abaustin.com)' on Firefox via Windows from 52.45.54.47.
06/24/2024 13:33 CDT	Lina Jarmond (ljarmond@abaustin.com) was emailed a link to view.
06/24/2024 13:35 CDT	Wilmer Roberts (robertswiljan@sbcglobal.net) was emailed a reminder.
06/24/2024 14:36 CDT	Wilmer Roberts (robertswiljan@sbcglobal.net) viewed the document on Mobile Safari via iOS from 172.56.89.64.
06/24/2024 14:40 CDT	Wilmer Roberts (robertswiljan@sbcglobal.net) viewed the document on Mobile Safari via iOS from 162.202.203.196.
06/24/2024 14:52 CDT	Wilmer Roberts (robertswiljan@sbcglobal.net) viewed the document on Mobile Safari via iOS from 162.202.203.196.
06/24/2024 14:53 CDT	Wilmer Roberts (robertswiljan@sbcglobal.net) authenticated via email on Mobile Safari via iOS from 162.202.203.196.
06/24/2024 14:53 CDT	Wilmer Roberts (robertswiljan@sbcglobal.net) signed the document on Mobile Safari via iOS from 162.202.203.196.

#### RESOLUTION APPROVING ELECTION AGREEMENT AND JOINT ELECTION AGREEMENT (Travis County)

**WHEREAS**, Travis County Municipal Utility District No. 2 (the "<u>District</u>") is a political subdivision of the State of Texas, operating under Chapters 49 and 54 of the Texas Water Code and located within Travis County, Texas (the "<u>County</u>"); and

**WHEREAS**, the District desires to enter into a contract for election services with the County's election officer as authorized by Section 31.092 of the Texas Election Code, pursuant to which the County will provide and administer election services at the District's; and

**WHEREAS**, the District and various other political subdivisions located entirely or partially within the County (collectively, the "*Participating Entities*") are each holding elections on November 5, 2024; and

**WHEREAS**, Chapter 271 of the Texas Election Code provides that, if the elections ordered by the authorities of two or more political subdivisions are to be held on the same day in all or part of the same county, the governing bodies of the political subdivisions may enter into an agreement to hold the elections jointly in the election precincts that can be served by common polling places; and

**WHEREAS**, Chapter 271 of the Texas Election Code further provides that the regular county polling places may be used as the common polling places in a joint election; and

**WHEREAS**, the Board of Directors of the District (the "<u>Board</u>") has determined that it is in the best interest of the District and its voters to conduct its November 5, 2024, election jointly with the Participating Entities that have called or will call an election to be held on November 5, 2024, in all or part of the same county, in that a joint election will best assist the voters of the District by maintaining consistency and accessibility in voting practices, polling places, and election procedures; and

**WHEREAS**, Section 271.002 of the Texas Election Code requires the terms of a joint election agreement to be stated in a resolution, order, or other official action adopted by the governing body of the political subdivision participating in the joint election;

#### NOW, THEREFORE, BE IT RESOLVED BY THE BOARD THAT:

<u>Section 1</u>: The findings and facts recited in the preamble of this Resolution are made a part hereof and found to be true and correct.

<u>Section 2</u>: The form of "Election Agreement" between the County's election officer and the District attached as <u>Exhibit "A"</u> is hereby approved, and the officers and directors of the District are authorized to carry out the negotiation and execution of such agreement.

<u>Section 3</u>: The form of "Joint Election Agreement" attached as <u>Exhibit "B"</u> between the District and one or more of the Participating Entities that have called or will call an election to be held on November 5, 2024, in all or part of the same county is hereby approved, and the officers and directors of the District are authorized to carry out the negotiation and execution of such agreement.

<u>Section 4</u>: The officers, directors, and consultants of the District are authorized and directed to take all actions necessary or convenient to carry out the terms of this Resolution.

<u>Section 5</u>: This Resolution may be executed in multiple counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. A digital signature, a facsimile or other electronic copy of an original signature, and/or a counterpart transmitted electronically (*e.g.*, by fax, email, text, or similar means), will be deemed to be, and will have the same force and effect as, an original signature for all purposes.

\* \* \*

(Signature page follows.)

### PASSED AND APPROVED this 5th day of June, 2024.



TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 2

Wilmer Roberts, President Board of Directors

(SEAL)

ATTEST:

To the state of th

Tracy T. Johnson, Secretary Board of Directors

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

# ELECTION AGREEMENT BETWEEN TRAVIS COUNTY AND TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 2

Pursuant to Chapter 31, Subchapter D, Chapter 123, and Chapter 271 of the Texas Election Code and Chapter 791 of the Texas Government Code, Travis County (the "County") and Travis County Municipal Utility District No. 2 ("Participating Entity") enter into this agreement (this "Agreement") for the Travis County Clerk, as the County's election officer (the "Election Officer"), to conduct the Participating Entity's elections, including runoffs, and for the Participating Entity's use of the County's current or future-acquired election equipment for any voting system that the County adopts, as authorized under Title 8 of the Texas Election Code, for all Participating Entity elections. The purpose of this Agreement is to maintain consistency and accessibility in voting practices, polling places, and election procedures in order to best assist the voters of the Participating Entity.

#### Section 1. GENERAL PROVISIONS

- (A) Except as otherwise provided in this Agreement, the term "election" refers to any Participating Entity election, occurring on any uniform election date prescribed by the Texas Election Code or a primary election date, along with any resulting runoff, if necessary, within all Participating Entity's territory located in Travis County. If a runoff is necessary, the Participating Entity shall work with the Election Officer to determine a mutually acceptable run-off date. In the event that the Participating Entity and the Election Officer do not agree on a run-off date, the Participating Entity agrees to the run-off date selected by the Election Officer.
- (B) If the Participating Entity determines it is necessary to conduct an election during a time other than that specified in Section 1(A), the Election Officer and a representative designated by the Participating Entity will meet as soon as possible thereafter to determine the feasibility of the Election Officer conducting such an election. If both parties agree that the Election Officer will administer the election, the new election will be based on all other applicable provisions of this Agreement except provisions that are inconsistent and cannot be feasibly applied.
- (C) Except as otherwise provided in this Agreement:
  - (1) The term "Election Officer" refers to the Travis County Clerk;
  - (2) The term "precinct" means all precincts in the territory of the Participating Entity located within Travis County.
  - (3) The term "election services" refers to services used to perform or supervise any or all of the duties and functions that the Election Officer determines necessary for the conduct of an election.
  - (4) The term "cost for election services" includes the costs for personnel, supplies, materials, or services needed for providing these services as permitted by the Texas Election Code but does not refer to costs relating to the use of the voting equipment.

- (D) Except as otherwise provided in this Agreement, the cost for "use of voting equipment" for a particular election is the amount the County will charge the Participating Entity for use of the County's voting equipment in use at the time of that election.
- (E) The Participating Entity agrees to commit the funds necessary to pay for all election-related expenses for Participating Entity elections in accordance with this Agreement.
- (F) The Election Officer has the right to enter into agreements with other entities at any time, including during the dates listed in Section 1(A).
- (G) As a condition for providing election services and equipment usage, the Election Officer may require authorities of political subdivisions holding elections on the same day in all or part of the same territory to enter into a joint election agreement as authorized in Chapter 271 of the Texas Election Code, and the Participating Entity agrees to enter into any joint election agreement required by the County.

#### SECTION 2. PARTICIPATING ENTITY'S USE OF VOTING EQUIPMENT; DUTIES OF THE ELECTION OFFICER AND OF THE PARTICIPATING ENTITY

The County shall make available to the Participating Entity the County's current voting system and any future-acquired voting system as authorized under Title 8 of the Texas Election Code, subject to restrictions and conditions imposed by the Election Officer to ensure availability of the equipment for County-ordered elections, primary elections, special elections, and subsequent runoff elections, if applicable. The Election Officer may also impose restrictions and conditions to protect the equipment from misuse or damage.

#### SECTION 3. APPOINTMENT OF ELECTION OFFICER

- (A) The Travis County Election Officer ("Election Officer") is appointed to serve as the Participating Entity's Election Officer and Early Voting Clerk to conduct the Participating Entity's elections described in Section 1.
- (B) As the Participating Entity's Election Officer and Early Voting Clerk, the Election Officer shall coordinate, supervise, and conduct all aspects of administering voting in Participating Entity elections in compliance with all applicable laws, subject to Section 3(C) below.
- (C) The Participating Entity shall continue to perform those election duties listed in (1) through (7) below and any other election duties, such as receipt of candidate applications, that are not allowed to be delegated to another governmental entity:
  - (1) Preparing, adopting, and publishing all required election orders, resolutions, notices, and other documents, including bilingual materials, evidencing action by the governing authority of the Participating Entity necessary to the conduct of an election, except that:
    - a. The Election Officer does not provide newspaper notices on behalf of the Participating Entity with respect to a specific election.

- b. With respect to each debt obligation election the Election Officer conducts for the Participating Entity pursuant to this Agreement:
  - i. The Election Officer, after receiving from the Participating Entity a copy of the debt obligation election order, shall post the notice required by and in accordance with Texas Election Code Section 4.003(f)(1) on election day and during early voting by personal appearance, in a prominent location at each polling place;
  - ii. The Election Officer shall provide written confirmation to the Participating Entity that the debt obligation election order was posted in accordance with Texas Election Code Section 4.003(f)(1); and
  - iii. The Participating Entity shall pay any applicable expenses incurred by the Election Officer that directly relates to the posting required by Texas Election Code Section 4.003(f)(1).
- Preparing the text for the Participating Entity's official ballot in English and Spanish and any other languages as required by law;
- (3) Providing the Election Officer with a list of candidates or propositions showing the order and the exact manner in which the candidates' names and the propositions are to appear on the official ballot;
- (4) Conducting the official canvass of a Participating Entity election;
- (5) Administering the Participating Entity's duties under state and local campaign finance laws;
- (6) Filing the Participating Entity's annual voting system report to the Secretary of State as required under Texas Election Code Chapter 123.
- (D) The Participating Entity shall also be responsible for proofing and attesting to the accuracy of all ballot language, including any required language translations, and format information programmed by the County. This includes any information programmed for use with the audio or tactile button features of the equipment. The Participating Entity may also monitor and review all logic and accuracy testing and mandatory tabulations. The Participating Entity will complete its duties within timeframes as prescribed by the County. If the Participating Entity finds any discrepancies or concerns, it will immediately report them to the Election Officer and work with her to resolve any issues so that final approval can be reached. The Participating Entity shall be responsible for any and all actual costs associated with correcting the ballot and ballot programming if the error is discovered after the Participating Entity has signed off on its final proof containing the error.
- (E) The legal assistant to John W. Bartram will assist the County whenever possible when the conduct of the election requires assistance from Participating Entity departments and staff. The legal assistant to John W. Bartram will serve as the Regular Early Voting Clerk for the Participating Entity to receive requests for applications for early voting ballots and

forward these applications to the Joint Early Voting Clerk. The legal assistant to John W. Bartram will serve as the Custodian of Records for the Participating Entity to complete those tasks in the Texas Election Code that the Election Officer will not perform.

#### SECTION 4. ELECTION WORKERS AND POLLING PLACES

- (A) For presentation to the governing body of the Participating Entity, the County shall provide a list containing the locations, times, and dates of early voting polling places suitable for consideration and adoption by the governing body in accordance with Texas Election Code Chapter 85. The Election Officer will designate and confirm all Election Day polling place locations.
- (B) The Election Officer will assume the responsibility for recruiting election personnel; however, if by the 5th day before the Election, the Election Officer reports vacancies in positions for election judges, alternate judges, election day clerks, early voting ballot board, receiving substation clerks, or any other key election personnel, the Participating Entity shall provide emergency personnel in these positions.
- (C) The Election Officer shall notify each of the election judges and alternates of their appointment and the eligibility requirements that pertain to them and to the selection of Election Day clerks. Included in this notification will be the number of clerks that each precinct should have in addition to the election judge and alternate judge. The election judges and/or the alternates are responsible for recruiting and supervising their clerks.
- (D) All election workers must agree to attend training sessions as determined by the Election Officer. Costs for these training sessions and compensation for attendees will be included as part of the election services costs.
- (E) During any election and any subsequent runoff election that involve entities in addition to the Participating Entity, the Election Officer will work with all parties to find a plan that can be agreed upon regarding the designation of polling places. If agreement cannot be reached, the Election Officer will resolve the differences. In all cases, the Election Officer has sole discretion to determine whether polling place changes are necessary.

#### SECTION 5. PAYMENTS FOR ELECTION SERVICES

- (A) Costs and payments for the use of voting equipment are addressed separately in Section 6 of this Agreement.
- (B) Requests for Election Services. For each election the Participating Entity desires the Election Officer to conduct, the Participating Entity must submit a written request to the Election Officer that describes the general nature of the election and specifies the date of the election.
- (C) <u>Cancellations</u>. On or before 11:59 p.m. on the 68<sup>th</sup> day before an election for which the Participating Entity has requested election services, the Participating Entity shall notify the Election Officer as to whether the Participating Entity anticipates the cancellation of its election, and on or before 11:59 p.m. on the 60<sup>th</sup> day before the election the Participating Entity shall notify the Election Officer as to whether the Participating Entity will cancel that election. If the Election Officer receives written notice from the Participating Entity on or before 11:59 p.m. of the 60<sup>th</sup> day before an election that the Participating Entity's

election will be cancelled, the Contracting Officer shall only be entitled to receive the actual expenses incurred before the date of cancellation in connection with the election and an administrative fee of \$75 in accordance with Sections 2.051 - 2.053 of the Texas Election Code.

#### (D) <u>Notice, Cost Estimate, Initial Invoicing, and Initial Payment.</u>

- (1) Notwithstanding the provisions in Section 9(B), the County and the Participating Entity agree that notice under Section 5 can be provided via e-mail. The following e-mail address will be used for e-mail communications to or from the County pursuant to Section 5: <a href="mailto:elections@traviscountytx.gov">elections@traviscountytx.gov</a>, with a copy to <a href="mailto:ElectionEntities@traviscountytx.gov">ElectionEntities@traviscountytx.gov</a>. The Participating Entity has designated the legal assistant to John W. Bartram as the Participating Entity's representative for sending and receiving e-mail communications under Section 5, and the Participating Entity's email address for sending and receiving e-mail communications pursuant to Section 5: Travis County MUD 2@abaustin.com.
- (2)Initial Cost Estimate. On or before the 60th day before an election for which the Participating Entity has requested election services, the Election Officer will mail and/or email to the Participating Entity a cost estimate for conducting the election. The cost estimate will include an administrative fee that is equal to 10% of the total estimated cost of conducting the Participating Entity's election, excluding the costs of voting equipment. In the event of a joint election, the cost estimate will reflect that election costs will be divided on a pro rata basis among all entities involved in the election in the manner set forth in this Section 5. The proportional cost for the Election Officer to conduct each participating entity's election will be calculated by dividing the number of registered voters in the territorial jurisdiction of each participating entity by the total number of registered voters for all of the participating entities involved in the joint election and multiplying that quotient by the total cost of the election. The product of these numbers is the pro rata cost share for each participating entity. The Participating Entity acknowledges and understands that if any other participating entity listed in the cost estimate cancels its election, each remaining participating entity's pro rata cost (including the Participating Entity's pro rata cost share) will result in a proportionate cost increase.
- (3) <u>Initial Invoice and Initial Payment</u>. Along with the initial cost estimate, the Election Officer will also include an initial invoice for the Participating Entity to pay 75% of the initial cost estimate. The Participating Entity must pay the County the amount specified in each invoice no later than 30 days after the Participating Entity's receipt of the invoice.
- (4) Runoff Elections. For each runoff election the Participating Entity has requested that the Election Officer conduct, the Participating Entity must make a payment equal to 75% of the projected costs for the runoff election no later than three business days after receiving that cost estimate from the Election Officer. The projected share of election costs will include an administrative fee that is equal to

- 10% of the total estimated cost of conducting the Participating Entity's runoff election, excluding the costs of voting equipment.
- (5) Each party may change its respective email addresses for e-mail communications under this Section 5, without the need to amend this Agreement, by sending notice to the other party in accordance with Section 9(B).
- (F) <u>Final Accounting and Final Invoice</u>. The County will send the Participating Entity a final invoice of election expenses not later than 90 days after an election unless the Election Officer notifies the Participating Entity during that 90-day period following the election that the Election Officer requires additional time to send a final invoice to the Participating Entity. The final invoice will include a listing of additional costs incurred at the Participating Entity's behalf and specify the total payment due from the Participating Entity for any unpaid portion of the Participating Entity's costs.
  - (1) Within 30 days after receipt of an election cost invoice setting forth the Election Officer's actual contract expenses and charges incurred in the conduct of the election, the Participating Entity shall pay the Election Officer the balance due on each final invoice no later than 30 days after the Participating Entity's receipt of that invoice.
  - (2) A refund may be due from the County to the Participating Entity if the final costs are lower than the amount already paid by the Participating Entity or if, at the end of the calendar year, the County Auditor's Office makes adjustments to the election workers' payroll and the amount already paid by the Participating Entity for election worker payroll costs exceeds the payroll amounts calculated by the County Auditor's Office.
- (G) The Participating Entity shall promptly review an election invoice and any supporting documentation when received from the County. The Participating Entity may audit, during the County's normal business hours, relevant County election or accounting records upon reasonable notice to the County. The Participating Entity shall pay the entire final invoice or the undisputed portion of the final invoice not later than the 30th day after receiving the invoice. Failure by the Participating Entity to timely pay an invoice in full may impact the Election Officer's participation in future elections with the Participating Entity.

#### **1.1** SECTION 6. PAYMENTS FOR USE OF VOTING EQUIPMENT

- (A) The Election Officer shall conduct elections using a voting system certified by the Secretary of State in accordance with the Texas Election Code and that has been approved for use by the Travis County Commissioners Court unless otherwise agreed upon by the Participating Entity, the Travis County Clerk, and the Travis County Commissioners Court.
- (B) The Participating Entity shall make payments to Travis County as consideration for the use of the County's voting equipment.
  - (1) For each election the Election Officer conducts for the Participating Entity after January 1, 2024, through January 1, 2025, the Participating Entity shall pay two percent of the cost of the electronic voting system equipment installed at a polling

- place and two percent for each unit of other electronic equipment used by the Travis County Clerk's Office to conduct the election or provide election services.
- (2) In this Agreement "other electronic equipment" includes ballot marking devices, ballot scanners, ballot printers, ballot tabulators, electronic pollbooks, and ballot programming software.
- (C) Payment by the Participating Entity to the County for voting equipment is due no later than 30 days after the Participating Entity's receipt of an invoice from the County.
- (D) If the County acquires additional equipment, different voting equipment, or upgrades to existing equipment during the term of this Agreement, the charge for the use of the equipment may be renegotiated.

#### 1.2 SECTION 7. ADDITIONAL EARLY VOTING LOCATIONS

- (A) All of the Participating Entity's voters within Travis County will have access to all of the Travis County Early Voting sites in each election at no additional cost.
- (B) If the Participating Entity desires to have one or more early voting sites that are in addition to those sites the Election Officer has already selected for a specific election, the Participating Entity must submit the request to the Election Officer no later than 60 days before the election, and the Election Officer will thereafter provide a written estimate to the Participating Entity that sets forth the estimated cost for providing the additional early voting location(s) and the deadline by which the cost estimate must be paid. If, after receiving the cost estimate, the Participating Entity desires to move forward with having the additional early voting location(s), the Participating Entity will notify the Election Officer and include payment of the cost estimate with the Participating Entity's notice to the Election Officer no later than the deadline specified in the Election Officer's cost estimate. Pursuant to Texas Election Code Section 85.064(b) and notwithstanding any provision to the contrary, the Election Officer has sole discretion to determine whether to provide any additional early voting sites requested by the Participating Entity.

#### 1.3 SECTION 8. COMMUNICATIONS

- (A) The Participating Entity and the Election Officer shall each designate a member of their staff to serve as the primary contact for the respective offices under this Agreement and provide the name and contact information for that individual to the other party. Each party may change their designated staff members by sending notice to the other party without the further need to amend this Agreement.
- (B) Throughout the term of this Agreement, the Participating Entity and the County will engage in ongoing communications on issues related to Participating Entity elections, the use of County's voting equipment, and the delivery of services under this Agreement and, when necessary, the County Clerk, Elections Division staff members, and other election workers shall meet with the Participating Entity to discuss and resolve any problems which might arise under this Agreement.
- (C) The Election Officer shall be the main point of media contact for election information related to election administration. The Participating Entity shall designate a contact to be the main point of contact for matters related to the content of the Participating Entity's ballot or candidates.

#### SECTION 9. MISCELLANEOUS PROVISIONS

#### (A) Amendment/Modification

Except as otherwise provided, this Agreement may not be amended, modified, or changed in any respect whatsoever, except by a further Agreement in writing and duly executed by the parties hereto. No official, representative, agent, or employee of the County has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the Commissioners Court of Travis County, Texas. No official, representative, agent, or employee of the Participating Entity has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the governing body of the Participating Entity. Rebecca Guerrero, Travis County Clerk (or her successor), may propose necessary amendments or modifications to this Agreement in writing in order to conduct a joint election smoothly and efficiently, except that any such proposals must be approved by the Commissioners Court of the County and the governing body of the Participating Entity.

#### (B) Notice

Unless otherwise provided herein, any notice to be given hereunder by any party to the other shall be in writing and may be affected by personal delivery, by certified mail, or by common carrier. Notice to a party shall be addressed as follows:

Travis County Municipal Utility District No. 2 John W. Bartram Armbrust & Brown, PLLC 100 Congress Avenue, Suite 1300 Austin, Texas 78701

TRAVIS COUNTY Honorable Rebecca Guerrero, Travis County Clerk (or her successor) 1000 Guadalupe Street, Room 222 Austin, Texas 78701

Cc: Honorable Delia Garza, Travis County Attorney (or her successor) 314 West 11<sup>th</sup> Street, 5<sup>th</sup> Floor Austin, Texas 78701

Notice by hand-delivery is deemed effective immediately, notice by certified mail is deemed effective three days after deposit with a U.S. Postal Office or in a U.S. Mail Box, and notice by a common carrier, is deemed effective upon receipt. Each party may change the address for notice to it by giving notice of such change in accordance with the

provisions of this Section. When notices by e-mail are permitted by this Agreement, (1) the notice is deemed effective upon the day it is sent if the e-mail is received before 5:00 p.m. on a business day; (2) the notice is deemed effective on the first business day after the e-mail was received if the email was received after 5:00 p.m. on a business day or anytime on a Saturday or Sunday. In this Agreement, "business day" means any weekday that is not a holiday designated by the Travis County Commissioners Court.

#### (C) <u>Force Majeure</u>

In the event that the performance by the County of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or condition of any persons not a party hereto or in privity thereof, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

#### (D) Venue and Choice of Law

The Participating Entity agrees that venue for any dispute arising under this Agreement will lie in the appropriate courts of Austin, Travis County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and the United States of America.

#### (E) <u>Entire Agreement</u>

This Agreement contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed and also supersedes all prior agreements, including prior election services contracts and prior agreements to conduct joint elections. Any prior agreements, promises, negotiations, or representations not expressly contained in this Agreement are of no force or effect. Any oral representations or modifications concerning this Agreement shall be of no force or effect, excepting a subsequent modification in writing as provided herein.

#### (F) <u>Severability</u>

If any provision of this Agreement is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect the remaining provisions of this Agreement. Parties to this Agreement shall perform their obligations under this Agreement in accordance with the intent of the parties to this Agreement as expressed in the terms and provisions of this Agreement.

#### (G) <u>Breach</u>

In the event that Participating Entity or County breaches any of its obligations under this Agreement, the non-breaching party shall be entitled to pursue any and all rights and remedies allowed by law.

#### (H) Payments from Current Revenues

Payments made by the Participating Entity in meeting its obligations under this Agreement shall be made from current revenue funds available to the governing body of the Participating Entity. Payments made by the County in meeting its obligations under this Agreement shall be made from current budget or revenue available to the County.

#### (I) Other Instruments

The County and the Participating Entity agree that they will execute other and further instruments or any documents as may become necessary or convenient to effectuate and carry out the purposes of this Agreement.

#### (J) Third Party Beneficiaries

Except as otherwise provided herein, nothing in this Agreement, expressed or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights or remedies under or by reason of this Agreement.

#### (K) Joint Election Agreements

The County and the Participating Entity expressly understand and acknowledge that each may enter into other joint election agreements with other jurisdictions, to be held on Election Day and at common polling places covered by this Agreement.

When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.053 of the Texas Civil Practice and Remedies Code unless both parties agree, in writing, to waive the confidentiality. Notwithstanding the foregoing, the parties intend to fully comply with the Texas Open Meetings Act and the Texas Public Information Act whenever applicable. The term "confidential" as used in this Agreement has the same meaning as defined and construed under the Texas Public Information Act and the Texas Open Meetings Act.

#### (L) Addresses for Payments

Payments made to the County or the Participating Entity under this Agreement shall be addressed to following respective addresses:

Travis County Clerk – Elections Division P.O. Box 149325 Austin, Texas 78714

Travis County Municipal Utility District No. 2 John W. Bartram Armbrust & Brown, PLLC 100 Congress Avenue, Suite 1300 Austin, Texas 78701

- (M) This Agreement is effective upon execution by both parties and remains in effect until either party terminates this agreement for any reason upon providing 60 days written notice to the other party.
- (N) All times referenced in this Agreement are to Central Time, and in all instances, the timestamp clock used by the Travis County Clerk's Office at 5501 Airport Boulevard in Austin, Texas is the official clock for determining the correct time.
- (O) The individuals below have been authorized to sign this Agreement.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity, and this Agreement takes effect on the date it is fully executed by the Participation Entity, the Travis County Judge (on behalf of the Travis County Commissioners Court), and the Travis County Clerk.

### TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 2

By:	Wilmer Roberts, President Board of Directors
DATE:	
By:	
	Dyana Limon-Mercado (or her successor) County Clerk
DATE:	

#### **EXHIBIT "B"**

## JOINT ELECTION AGREEMENT for NOVEMBER 5, 2024 ELECTIONS

#### **Recitals**

- 1. Travis County (the "County") will be conducting general and special elections for the participating entities (each, a "Participating Entity, and together the "Participating Entities") listed in Exhibit A, which is attached to and incorporated into this agreement on November 5, 2024. The Participating Entities require elections to be held on November 5, 2024, in those portions of Travis County as shown on the maps and metes and bounds descriptions in Exhibit B, also attached to and incorporated into this agreement.
- 2. Under Texas Election Code Section 271.002, political subdivisions of the State of Texas are authorized to hold elections jointly in voting precincts that can be served by common polling places if elections are ordered by the authorities of two or more political subdivisions to be held on the same day in all or part of the same territory.
- 3. Texas Government Code Chapter 791 authorizes local governments to contract with one another and with state agencies for various governmental functions, including those in which the contracting parties are mutually interested.
- 4. It would benefit the County, the Participating Entities, and their respective citizens and voter to hold the elections jointly in the election precincts that common polling places can serve.

Pursuant to Texas Election Code Section 271.002 and 271.003 and Texas Government Code Chapter 791, this Joint Election Agreement is entered into by and between Travis County, a political subdivision of the State of Texas acting by and through the Travis County Commissioners Court, and the Participating Entities, each acting by and through their respective governing bodies.

#### I. Scope of Joint Election Agreement

This agreement covers the November 5, 2024 Joint General and Special Elections for the parties to this agreement to be held on November 5, 2024. The County and Participating Entities will hold these elections on November 5, 2024 ("Election Day") jointly for the voters in those portions of Travis County identified on the maps and descriptions on Exhibit B..

#### II. Election Officer

The Participating Entities hereby appoint the Travis County Clerk, the election officer for Travis County, as the election officer to perform or supervise the County's duties and responsibilities involved in conducting the joint election covered by this agreement.

#### III. Early Voting

Each of the Participating Entities agrees to conduct its early voting jointly. Each of the Participating Entities appoints the Travis County Clerk, the early voting clerk for Travis County, as the early voting clerk for the joint election. Early voting for the Participating Entities will be

conducted at the dates, times and locations to be mutually agreed upon by the election officers and authorized and ordered by the governing body of each Participating Entity.

#### A. <u>County Responsibilities</u>

- 1. The County will progvide to the governing body of each Participating Entity a list of places, times and dates of early voting, suitable for consideration and adoption by the governing body under Texas Election Code chapter 85.
- 2. The Travis County Clerk, as the early voting clerk, will be responsible for conducting early voting by mail and by personal appearance for all Travis County voters voting in the joint election. The Travis County Clerk will receive from each Participating Entity's regular early voting clerk applications for early voting ballots to be voted by mail, under Texas Election Code Title 7. The Travis County Clerk will send early voting ballots by mail and receive early voting ballots for early voting by mail. And the Travis County Clerk may appoint such deputy early voting clerks as necessary to assist the Travis County Clerk with voting to take place at the early voting locations.
- 3. The County will determine the number of election workers to hire to conduct early voting in the joint election. The Travis County Clerk will arrange or contract for training all election workers and will assign all election workers employed for early voting in the joint election. The training of these election workers is mandatory, these individuals will be compensated for their time in training. The County will provide a training facility for election schools to train election workers employed in conducting early voting, including early voting by personal appearance at main and temporary branch early voting polling places, early voting by mail and other aspects of the early voting program for the joint election. The County will name early voting deputies and clerks employed to conduct early voting.
- 4. The County will provide and deliver all supplies and equipment necessary to conduct early voting for the joint election, including ballots, election forms, any necessary ramps, utility hookups, signs, registration lists and ballot boxes to early voting polling places. The County will designate and confirm all early voting polling place locations.
- 5. The County will be responsible for preparing and transporting the electronic voting equipment necessary to conduct early voting. The County will perform all tests of voting equipment as required, including posting notice of equipment testing.
- 6. Under Section Code Sections 66.058 and 271.010, the Participating Entities appoint the Travis County Clerk as the joint custodian of records for the sole purpose of preserving all voted ballots securely in a locked room in the locked ballot boxes for the preservation period that the Election Code requires.
- 7. The County will receive ballot language in both English and Spanish from each Participating Entity and format the ballots as needed to include these languages. The County will provide each Participating Entity with a final proof of ballot language for approval before printing the ballots. Upon final proof approval, ballots will be printed in an expedited timeframe so as to allow ballot allocations for Early Voting by Personal Appearance Program, and the ballot mail outs for the Early Voting By Mail Program.
- 8. A single joint voter sign-in process consisting of a common list of registered voters and common signature rosters will be used for early voting. A single, combined ballot and single ballot box will be used. The County will use an electronic voting system, as defined and described in Texas Election Code Title 8, and agrees to use ballots that are compatible with such equipment.

9. The County will be responsible for conducting the Early Voting Ballot Board. The County will designate a person to serve as the presiding judge for the Early Voting Ballot Board and will provide that information to the governing body of each Participating Entity for entry of an order by that authority appointing this official The presiding judge for the Early Voting Ballot Board is eligible to serve in this capacity. The presiding judge for the Early Voting Ballot Board will appoint two or more election clerks, and the judge and clerks will compose the Early Voting Ballot Board and will county and return early voting ballots, and perform other duties the Election Code requires of it.

#### B. Participating Entities' Responsibilities

- 1. Each Participating Entity will appoint a qualified person to serve as the regular early voting clerk for the Participating Entity. The regular early voting clerk for each Participating Entity will receive requests for applications for early voting ballots to be voted by mail and will forward in a timely manner as required by law, any and all applications for early voting ballots to be voted by mail, received in the Entity's office, to the Travis County Clerk.
- 2. Each Participating Entity will appoint a qualified person to act as custodian of records for the Participating Entity to perform the duties imposed by the Election Code on the custodian of records for its respective entity.
- 3. Each Participating Entity will provide ballot language for the respective portion of the official ballot to the County in both English and Spanish. The Participating Entity must make any additions, modifications, deletions, or other changes to such ballot contents or language before the Participating Entity's final proof approval. The County will provide the Participating Entity with a final proof of ballot language, as it is to appear on the ballot, for final proof approval. Upon final proof approval, the ballot will be programmed for the voting equipment in an expedited timeframe so as to allow ballot allocations for the Early Voting by Personal Appearance Program, and the printed ballot mail outs for the Early Voting by Mail Program.

#### IV. Election Day

#### A. <u>County Responsibilities</u>

- 1. The County will designate and confirm all Election Day polling place locations for the joint election and will forward such information to the Participating Entities in a timely fashion to allow the governing body of the respective Participating Entities to enter orders designating such polling places.
- 2. The County will designate the presiding election judge and alternate presiding election judge to administer the election in the precinct in which a common polling place is to be used and will forward such information to the Participating Entities to allow the governing bodies of the respective Participating Entities to enter appropriate orders designating such officials before the election. The presiding election judge and alternate presiding election judge must be qualified voters of Travis County. The presiding election judge for the location in which a common polling place is used may appoint election clerks as necessary to assist the judge in conducting the election at the precinct polling place. The alternate presiding election judge may be appointed as a clerk. The alternate presiding election judge may serve as the presiding election judge for the precinct in the presiding election judge's absence. Election judges and clerks will be compensated at the rate established by the County. The Texas Election Code and other applicable laws will determine compensable hours.

- 3. One set of election officials will preside over the election in the precinct using a common polling place. There will be a single joint voter sign-in process consisting of a common list of registered voters and common signature rosters in the precinct using a common polling place. A single, combined ballot and single ballot box will be used. The officer designated by law to be the custodian of the voted ballots for the County will be custodian of all materials used in common in the precinct using a common polling place. The County will use an electronic voting system, as defined and described by Texas Election Code Title 8, and agrees to use ballots that are compatible with such equipment.
- 4. The County will arrange for training and will provide the instructors, manuals and other training materials deemed necessary for training all judges and clerks. Training for election judges and alternate judges is mandatory, and these individuals will be compensated for their time in training.
- 5. The County will arrange for election-day voter registration precinct lists for the joint election. The County will determine the amount of election supplies needed for Election Day voting.
- 6. The County, by and through the County Clerk's Election Division, and Administrative Operations, will be responsible for preparing and transporting voting equipment and election-day supplies for use on Election Day.
- 7. The County, by and through the County Voter Registrar, will provide the list of registered voters as needed in the overlapping jurisdictions identified in the attached exhib8its, with designation of registered voters in each Participating Entity, for use at the joint election day polling places on Election Day.
- 8. The common polling place is designated as the polling place that the County uses. At the common polling place, a single ballot box will be used for depositing all ballots cast in the joint election. At this polling place, one voter registration list and one combination poll list and signature roster form will be kept for the joint election. The final returns for each Participating Entity and the County will be canvassed separately by each respective Participating Entity. The Travis County Clerk will maintain a return center on Election Day for the purpose of receiving returns from the County. The Travis County Clerk will provide unofficial election results to the qualified individual appointed by each Participating Entity.
- 9. On Election Day, the Travis County Clerk or the clerk's Elections Division will field all questions from election judges.
- 10. The County will make available translators capable of speaking English and Spanish to assist Spanish-speaking voters in understanding and partici8ng in the election process in the territory covered by this agreement.

#### B. Participating Entities' Responsibilities

- 1. Before Election Day, each Participating Entity will answers questions from the public with respect to the Participating Entity's election during regular office hours of 8:00 a.m. 5:00 p.m.
- 2. The custodian of records for each Participating Entity will receive returns from the Travis County Clerk on Election Day.

#### V. Election Night

#### A. County's Responsibilities

- 1. The County will be responsible for all activities on election night, including setting up a central county station, coordinating and supervising the results tabulation, coordinating and supervising the physical layout of the support stations that are the joint election's receiving substations, and coordinating and managing election media coverage.
- 2. The County is responsibility for transporting voted ballot boxes to the central counting station.
- 3. The County will appoint the presiding judge and alternate presiding judge for the central counting station to maintain order at the central counting station, to administer oaths as necessary, to receive sealed ballot boxes, and to perform such other duties that the Texas Election Code requires, and will forward such information to each Participating Entity in a timely fashion to allow the governing body of each Participating Entity to enter appropriate orders designating such election officials before the election. The presiding judge for the central counting station may appoint clerks to serve at the central counting station. In addition, the County will appoint a tabulation supervisor to be in charge of operating the automatic tabulating at the central counting station, an individual to serve as central counting station manager; and an assisting counting station manager to be in charge of administering the central counting station and generally supervising the personnel working at the central counting station. The County will forward such information to each Participating Entity in a timely fashion to allow the governing body of each Participating Entity to enter into appropriate orders designating such election officials before the election.
- 4. The County will provide the Participating Entities with reasonable space in a public area adjacent to the central counting station at which each Participating Entity may have representatives or other interested persons present during the counting process.

#### B. <u>Participating Entities' Responsibilities</u>

1. Other than receiving returns from the Travis County Clerk, the Participating Entities have no role or responsibility on the night of the election.

#### VI. County Resources

- A. The County will provide the Elections Division permanent staff and offices to administer the joint election under the Travis County Clerk's direction.
- B. For early voting, the County will provide a locked and secure area in which voted ballot boxes will be stored until the Early Voting Ballot Board convenes. The County by and through Administrative Operations, will be responsible for transporting the ballot boxes to the central counting station for the Early Voting Ballot Board.
- C. The County will be responsible for providing and maintaining voting equipment and testing any voting equipment as required by the Texas Election Code.
- D. The County will process the payroll for all temporary staff hired to conduct the joint election. The payroll processing includes statutory reporting and providing W-2 forms where applicable.

E. The County will conduct early voting as indicated in this agreement.

#### VII. Joint Election Costs; Payment

- A. Concurrently with its submittal of an executed copy of this agreement each Participating Entity must also submit payment via check or ACH in the amount equal to the deposit identified for that Participating Entity in the Cost Estimate attached as Exhibit C, which is also incorporated into this agreement. **The County is under no obligation to conduct a Participating Entity's elections until the County receives the Participating Entity's payment of Cost Estimate**. All checks must be made payable to Travis County. The deposit represents approximately 75% of the cost of the Participating Entity's share of the estimated election costs. The County will submit an invoice to each Participating Entity for the balance of the Participating Entity's actual joint election expenses upon the election's completion. Joint-election expenses include expenses for facilities, personnel, supplies, and training that the County actually incurs for establishing and operating all early voting and election-day activities at the polling place in the joint election territory as well as activities related to tabulating votes, all as reflected on the Cost Estimate. Each Participating Entity will pay the total amount of its invoice within thirty (30) days of receiving it.
- B. In the event of a recount, the expense of the recount will be borne by the Participating Entity involved in the recount on a pro-rata basis.
- C. In the event a Participating Entity cancels its respective election because of unopposed candidates under Texas Election Code Title 1, the Participating Entity will be responsible for its respective share of election expenses incurred through the date that the election is canceled as allocated to the cancelling entity based on the formula in the Cost Estimate, adjusted for the actual expenses incurred by the County through the date of the cancellation. When the Participating Entity cancels its election, the County will recalculate the allocation percentage among the remaining Participating Entities according to the formula in the Cost Estimate.
- D. In the event there are any expenses associated with processing a ballot arising from a write-in candidate, the Participating Entity that received the declaration will bear the expenses.
- E. A Participating Entity that establishing an early voting polling place, other than the one that was mutually agreed upon by all Participating Entities, will bear the expense of doing so. The Cost Estimate for each individual Participating Entity will include additional polling locations for each Participating Entity, as set forth in Exhibit C.

#### **VIII. General Provisions**

#### A. Legal Notices

Each of the Participating Entities will be individually responsible for preparing the election orders, resolutions, notices and other pertinent documents for adoption or execution by its own respective governing board and for all related expenses. The Travis County Clerk will provide each Participating Entity information on changes affecting the Participating Entity's election, such as polling place changes and changes in voting equipment, when such changes are confirmed, verified, or otherwise become known to the clerk's office. Each of the Participating Entities will be individually responsible for posting or publishing election notices and for all related expenses. Each of the Participating Entities further will be individually responsible for election expenses incurred in relation to any polling place that is not a common polling place as designated in this agreement.

#### B. Communication

Throughout this agreement's term, the Travis County Clerk or the clerk's employee will meet as necessary with the designated representative of each Participating Entity to discuss and resolve any problems that might arise regarding the joint election.

#### C. <u>Custodian</u>

The Travis County Clerk will serve as the custodian of the keys to the ballot boxes for voted ballots in the joint election.

#### D. Effective Date

This agreement takes effect upon its complete execution by all Participating Entities and the County. The obligation of each Participating Entity to the County under this agreement will not end until the Participating Entity pays the County its share of the joint election costs.

#### IX. Miscellaneous Provisions

#### A. Amendment/Modification of Exhibits A, B, and C

- 1. The Participating Entities acknowledge and agree that Exhibits A, B and C may be amended to add or remove entities wishing to participate or cease participating in the agreement. The Participating Entities agree to future amendments to Exhibits A, B and C and authorize the County to enter into such amendments without the Participating Entities having to sign the future amendments. The County agrees to notify all Participating Entities of any amendments to Exhibits A, B, and C.
- 2. Except as otherwise provided, this agreement may not be amended in any respect whatsoever except by further agreement in writing, duly executed by the parties to this agreement. No official representative, agent, or employee of the County has any authority to modify this agreement except by express authorization from the Travis County Commissioners Court. No official, representative, agent, or employee of any Participating Entity has any authority to modify this agreement except by express authorization from the governing body of the respective Participating Entity. The Travis County Clerk may propose necessary amendments to this agreement in writing in order to conduct the joint election smoothly and efficiently, except that any such proposed amendment must be approved by the Travis County Commissioners Court and the governing body of each respective Participating Entity before the amendment will be effective.

#### B. <u>Notice</u>

Any notice to be given in this agreement, by any party to the other, must be in writing and delivered personally, or by certified mail, return receipt requested, to the proper party at the addresses listed in Exhibit A.

Each party may change the address for notice to it by giving notice of the change under this section's terms.

#### C. Force Majeure

In the event that the County cannot perform any of its obligations in this agreement or is interrupted or delayed by any occurrence not occasioned by its own conduct, whether it be an act

of God, the result of war, riot, civil commotion, sovereign conduct, or like reason, then the County will be executed from performing for such period of time as is reasonably necessary after such occurrence to remedy its effects.

#### D. Venue and Choice of Law

The Participating Entities agree that venue for any dispute arising under this agreement will be in the appropriate courts of Austin, Travis County, Texas. This agreement is governed by and is to be construed under the laws of Texas and the United States of America.

#### E. Entire Agreement

This agreement contains the parties' entire agreement relating to the rights granted and the obligations assumed in it, and it supersedes all prior agreements, including prior election service contracts relating to each Participating Entity's November 5, 2024 election. Any prior agreements, promises, negotiations, or representations not expressly contained in this agreement are of no force or effect. Any oral representations or modifications concerning this agreement have no force or effect, except a subsequent amendment in writing as this agreement provides.

#### F. Severability

If any provision of this agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability will not affect the agreement's remaining provisions, and its parties will perform their obligations under the agreement's surviving terms and provisions.

#### G. Breach

In the event that any Participating Entity or the County breaches any of its obligations under this agreement, the non-breaching party will be entitled to pursue any and all rights and remedies allowed by law.

#### H. Payments from Current Revenues

Payments made by the Participating Entities in meeting their obligations under this agreement will be made from current revenue funds available to the governing body of the respective Participating Entity. Payments made by the County in meeting its obligations under this agreement will be made from current revenue funds available to the County.

#### I. Other Instruments

The Participating Entities agree that they will execute other and further instruments or any document as may become necessary or convenient to effectuate and carry out this agreement's purposes.

#### J. Third-Party Beneficiaries

Except as otherwise provided in this agreement, nothing in this agreement expressed or implied is intended to confer upon any person, other than the parties to it, any of its benefits, rights or remedies.

#### K. Other Joint Election Agreements

The County and the Participating Entities expressly understand and acknowledge that each may enter into other joint election agreements with other political subdivisions to be held on Election Day and at common polling places covered by this agreement, and that the addition of other political subdivisions as parties to this agreement will require amending Exhibits A, B, and C.

#### L. <u>Mediation</u>

When mediation is acceptable to both parties in resolving a dispute arising under this agreement, the parties agree to use a mutually agreed upon mediator or a person appointed by a court of competent jurisdiction, for mediation as described in Texas Civil Practices and Remedies Code Section 1564.023. Unless both parties are satisfied with the mediation's result, the mediation will not constitute a final and binding resolution to the dispute. All communications within the scope of the mediation will remain confidential as described in Section 154.073, unless both parties agree in writing to waive the confidentiality. Despite this, the parties intend to fully complete with the Texas Open Meetings Act and the Texas Public Information Act whenever applicable. The term "confidential" as used in this agreement has the same meaning as defined and construed under the Texas Public Information Act and the Texas Open Meetings Act. Notwithstanding any provision to the contrary, nothing in this agreement requires the County or a Participating Entity to waive any applicable exceptions to disclosure under the Texas Public Information Act.

#### M. <u>Counterparts</u>

This agreement may be executed in multiple counterparts, all of which will be deemed originals and with the same effect as if all parties to it had signed the same document. Signatures transmitted electronically by email in a "PDF" format or by DocuSign or similar e-signature service shall have the same force and effect as original signatures. All of such counterparts will be construed together and will constitute one and the same agreement.

#### TRAVIS COUNTY

By:	
<i>J</i> • _	Andy Brown, County Judge
	Date:
By:	
• -	Dyana Limon Mercado, County Cler

### TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 2

c/o Armbrust & Brown, PLLC 100 Congress Avenue, Suite 1300 Austin, Texas 78701 jbartram@abaustin.com

### Travis County MUD 2@abaustin.com

By: _		
	Wilmer Roberts, President	
	Board of Directors	

Date:\_\_\_\_\_\_\_, 2024



# citrix | RightSignature

#### SIGNATURE CERTIFICATE



#### REFERENCE NUMBER

7F0A2944-1DBA-4E07-93A1-036980D1918B

#### TRANSACTION DETAILS

**Reference Number** 

7F0A2944-1DBA-4E07-93A1-036980D1918B

**Transaction Type** 

Signature Request

Sent At

06/13/2024 13:44 CDT

**Executed At** 

06/24/2024 14:53 CDT

**Identity Method** 

email

**Distribution Method** 

email

Signed Checksum

35331b5c96a31566a526df27890e28278bc7750469ad0aa3ae62476f57108760

**E-SIGNATURE** 

Signer Sequencing

Disabled

**Document Passcode** 

Disabled

**SIGNER** 

#### **DOCUMENT DETAILS**

**Document Name** 

TC2 - Election Documents for Signature

Filename

TC2.pdf

Pages

38 pages

**Content Type** 

application/pdf

File Size

616 KB

Original Checksum

f73a32d1f36261d320536876634425c01d97fa21348580c3363c0aa9cd08d2ea

**EVENTS** 

#### **SIGNERS**

0.0	_ 0.0	
Name	Status	Viewed At
Wilmer Roberts	signed	06/24/2024 14:52 CDT
Email	Multi-factor Digital Fingerprint Checksum	Identity Authenticated At
robertswiljan@sbcglobal.net	8 de 29 b 907142 ebb 1744033 b d 6648143 d 3 f 1 b 9 f 7 b b b 3 a 58 b 208 ebc f 94888 a 3356	06/24/2024 14:53 CDT
Components 3	IP Address 162.202.203.196	<b>Signed At</b> 06/24/2024 14:53 CDT
	<b>Device</b> Mobile Safari via iOS	
	Drawn Signature	
	Hamer College	
	Signature Reference ID	
	B6D054F4	
	Signature Biometric Count	
	5	
Name	Status	Viewed At
Tracy Johnson	signed	06/17/2024 17:37 CDT
Email	Multi-factor Digital Fingerprint Checksum	Identity Authenticated At
tjohnson11512@hotmail.com	3c28f98d2c6dd855de97ca6d35f578b1d1679762a1fba0873cc69baf4975ab5f	06/17/2024 17:38 CDT
Components 3	IP Address 70.113.78.53	<b>Signed At</b> 06/17/2024 17:40 CDT
	Device	
	Microsoft Edge via Windows	
	Drawn Signature	
	Fracy Johnson	
	Signature Reference ID A82D6195	
	Signature Biometric Count	

#### **AUDITS**

TIMESTAMP	AUDIT
06/13/2024 13:44 CDT	Lina Jarmond (Ijarmond@abaustin.com) created document 'TC2.pdf' on Firefox via Windows from 54.144.112.110.
06/13/2024 13:44 CDT	Tracy Johnson (tjohnson11512@hotmail.com) was emailed a link to sign.
06/13/2024 13:44 CDT	Wilmer Roberts (robertswiljan@sbcglobal.net) was emailed a link to sign.

TIMESTAMP	AUDIT
06/13/2024 14:12 CDT	Wilmer Roberts (robertswiljan@sbcglobal.net) viewed the document on Mobile Safari via iOS from 172.56.95.188.
06/17/2024 17:37 CDT	Tracy Johnson (tjohnson11512@hotmail.com) viewed the document on Microsoft Edge via Windows from 70.113.78.53.
06/17/2024 17:37 CDT	Tracy Johnson (tjohnson11512@hotmail.com) viewed the document on Microsoft Edge via Windows from 70.113.78.53.
06/17/2024 17:37 CDT	Tracy Johnson (tjohnson11512@hotmail.com) viewed the document on Chrome via Windows from 172.212.161.199.
06/17/2024 17:37 CDT	Tracy Johnson (tjohnson11512@hotmail.com) viewed the document on Chrome via Windows from 40.94.26.223.
06/17/2024 17:38 CDT	Tracy Johnson (tjohnson11512@hotmail.com) authenticated via email on Microsoft Edge via Windows from 70.113.78.53.
06/17/2024 17:40 CDT	Tracy Johnson (tjohnson11512@hotmail.com) signed the document on Microsoft Edge via Windows from 70.113.78.53.
06/18/2024 08:02 CDT	Wilmer Roberts (robertswiljan@sbcglobal.net) was emailed a reminder.
06/24/2024 10:59 CDT	Wilmer Roberts (robertswiljan@sbcglobal.net) was emailed a reminder.
06/24/2024 13:33 CDT	Lina Jarmond (ljarmond@abaustin.com) was added as a viewer by 'Lina Jarmond (ljarmond@abaustin.com)' on Firefox via Windows from 52.45.54.47.
06/24/2024 13:33 CDT	Lina Jarmond (ljarmond@abaustin.com) was emailed a link to view.
06/24/2024 13:35 CDT	Wilmer Roberts (robertswiljan@sbcglobal.net) was emailed a reminder.
06/24/2024 14:36 CDT	Wilmer Roberts (robertswiljan@sbcglobal.net) viewed the document on Mobile Safari via iOS from 172.56.89.64.
06/24/2024 14:40 CDT	Wilmer Roberts (robertswiljan@sbcglobal.net) viewed the document on Mobile Safari via iOS from 162.202.203.196.
06/24/2024 14:52 CDT	Wilmer Roberts (robertswiljan@sbcglobal.net) viewed the document on Mobile Safari via iOS from 162.202.203.196.
06/24/2024 14:53 CDT	Wilmer Roberts (robertswiljan@sbcglobal.net) authenticated via email on Mobile Safari via iOS from 162.202.203.196.
06/24/2024 14:53 CDT	Wilmer Roberts (robertswiljan@sbcglobal.net) signed the document on Mobile Safari via iOS from 162.202.203.196.

#### ORDER ADOPTING TRAVIS COUNTY VOTING SYSTEM

- **WHEREAS**, Travis County Municipal Utility District No. 2 (the "<u>District</u>") is a political subdivision of the State of Texas, operating pursuant to Chapters 49 and 54 of the *Texas Water Code*, located in Travis County, Texas ("<u>Travis County</u>");
- **WHEREAS**, the *Texas Water Code* requires the District to conduct elections for certain statutorily defined purposes;
- **WHEREAS**, all elections held within the State of Texas are governed by the procedures set forth in the *Texas Election Code* (the "*Code*"), except as otherwise noted therein;
- **WHEREAS**, the District has entered into a contract for election services with Travis County (the "*County*"), as authorized by Section 31.092 of the Code, pursuant to which the County will provide and administer election services for District (the "*Contract for Election Services*");
- **WHEREAS**, Section 2 of the Contract for Election Services provides that the County will make available to the District for the District's elections the County's current voting system and any future-acquired voting system, subject to certain restrictions and conditions;
- **WHEREAS**, Section 61.012 of the Code requires each polling place to provide at least one voting station that complies with certain federal anti-discrimination and accessibility laws applicable to persons with disabilities and that provides a practical and effective means for voters with physical disabilities to cast a secret ballot;
- WHEREAS, (i) early voting and election day voting in District elections administered by the County under the Contract for Election Services, including provisional ballots, will take place on the County's ExpressVote® Universal Voting System, ballot marking device, in conjunction with the DS200 Digital® Precinct Scanner; and (ii) the DS450, DS850, and DS950 Digital® Central Count Scanner will be used to process all by mail ballots (collectively, the "*Travis County Voting System*");
- **WHEREAS**, from time to time the Texas Secretary of State certifies voting systems as accessible voting systems that satisfy the requirements of the Code (collectively, the "<u>Certified Accessible Voting Sustems</u>");
- **WHEREAS**, the Texas Secretary of State has certified the Travis County Voting System to be a Certified Accessible Voting System; and
- **WHEREAS**, Section 123.001 of the Code provides that, before a voting system may be used in a District election, the Board of Directors of the District (the "*Board*") must, by resolution, order, or other official action, adopt the system for use in elections;

#### IT IS, THEREFORE, ORDERED BY THE BOARD THAT:

- <u>Section 1</u>. The recitals above are made a part hereof and found to be true and correct.
- <u>Section 2</u>. The District adopts the use of the Travis County Voting System in addition to, and not as a replacement for, paper ballots in District elections.

<u>Section 3</u>. The County is hereby directed, pursuant to the Contract for Election Services, to provide at least one ExpressVote® Universal Voting System and DS200 Digital® Precinct Scanner in every early voting and election day polling place used to conduct any District election called on or after August 1, 2023.

<u>Section 4</u>. This Order may be executed in multiple counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. A digital signature, a facsimile or other electronic copy of an original signature, and/or a counterpart transmitted electronically (*e.g.*, by fax, email, text, or similar means), will be deemed to be, and will have the same force and effect as, an original signature for all purposes.

\* \*

(Signature pages follow.)

### PASSED AND APPROVED this 5th day of June, 2024.



TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 2

Wilmer Roberts, President Board of Directors

(SEAL)

ATTEST:

Tracy (

Tracy T. Johnson, Secretary

Board of Directors

# citrix | RightSignature

#### SIGNATURE CERTIFICATE



#### REFERENCE NUMBER

7F0A2944-1DBA-4E07-93A1-036980D1918B

#### TRANSACTION DETAILS

**Reference Number** 

7F0A2944-1DBA-4E07-93A1-036980D1918B

**Transaction Type** 

Signature Request

Sent At

06/13/2024 13:44 CDT

**Executed At** 

06/24/2024 14:53 CDT

**Identity Method** 

email

**Distribution Method** 

email

Signed Checksum

35331b5c96a31566a526df27890e28278bc7750469ad0aa3ae62476f57108760

**E-SIGNATURE** 

Signer Sequencing

Disabled

**Document Passcode** 

Disabled

**SIGNER** 

#### **DOCUMENT DETAILS**

**Document Name** 

TC2 - Election Documents for Signature

Filename

TC2.pdf

Pages

38 pages

**Content Type** 

application/pdf

File Size

616 KB

Original Checksum

f73a32d1f36261d320536876634425c01d97fa21348580c3363c0aa9cd08d2ea

**EVENTS** 

#### **SIGNERS**

0.0	_ 0.0	
Name	Status	Viewed At
Wilmer Roberts	signed	06/24/2024 14:52 CDT
Email	Multi-factor Digital Fingerprint Checksum	Identity Authenticated At
robertswiljan@sbcglobal.net	8 de 29 b 907142 e b b 1744033 b d 6648143 d 3 f 1 b 9 f 7 b b b 3 a 58 b 208 e b c f 94888 a 3356	06/24/2024 14:53 CDT
Components 3	IP Address 162.202.203.196	<b>Signed At</b> 06/24/2024 14:53 CDT
	<b>Device</b> Mobile Safari via iOS	
	Drawn Signature	
	Hamer College	
	Signature Reference ID	
	B6D054F4	
	Signature Biometric Count	
	5	
Name	Status	Viewed At
Tracy Johnson	signed	06/17/2024 17:37 CDT
Email	Multi-factor Digital Fingerprint Checksum	Identity Authenticated At
tjohnson11512@hotmail.com	3c28f98d2c6dd855de97ca6d35f578b1d1679762a1fba0873cc69baf4975ab5f	06/17/2024 17:38 CDT
Components 3	IP Address 70.113.78.53	<b>Signed At</b> 06/17/2024 17:40 CDT
	Device	
	Microsoft Edge via Windows	
	Drawn Signature	
	Fracy Johnson	
	Signature Reference ID A82D6195	
	Signature Biometric Count	

#### **AUDITS**

TIMESTAMP	AUDIT
06/13/2024 13:44 CDT	Lina Jarmond (Ijarmond@abaustin.com) created document 'TC2.pdf' on Firefox via Windows from 54.144.112.110.
06/13/2024 13:44 CDT	Tracy Johnson (tjohnson11512@hotmail.com) was emailed a link to sign.
06/13/2024 13:44 CDT	Wilmer Roberts (robertswiljan@sbcglobal.net) was emailed a link to sign.

TIMESTAMP	AUDIT
06/13/2024 14:12 CDT	Wilmer Roberts (robertswiljan@sbcglobal.net) viewed the document on Mobile Safari via iOS from 172.56.95.188.
06/17/2024 17:37 CDT	Tracy Johnson (tjohnson11512@hotmail.com) viewed the document on Microsoft Edge via Windows from 70.113.78.53.
06/17/2024 17:37 CDT	Tracy Johnson (tjohnson11512@hotmail.com) viewed the document on Microsoft Edge via Windows from 70.113.78.53.
06/17/2024 17:37 CDT	Tracy Johnson (tjohnson11512@hotmail.com) viewed the document on Chrome via Windows from 172.212.161.199.
06/17/2024 17:37 CDT	Tracy Johnson (tjohnson11512@hotmail.com) viewed the document on Chrome via Windows from 40.94.26.223.
06/17/2024 17:38 CDT	Tracy Johnson (tjohnson11512@hotmail.com) authenticated via email on Microsoft Edge via Windows from 70.113.78.53.
06/17/2024 17:40 CDT	Tracy Johnson (tjohnson11512@hotmail.com) signed the document on Microsoft Edge via Windows from 70.113.78.53.
06/18/2024 08:02 CDT	Wilmer Roberts (robertswiljan@sbcglobal.net) was emailed a reminder.
06/24/2024 10:59 CDT	Wilmer Roberts (robertswiljan@sbcglobal.net) was emailed a reminder.
06/24/2024 13:33 CDT	Lina Jarmond (ljarmond@abaustin.com) was added as a viewer by 'Lina Jarmond (ljarmond@abaustin.com)' on Firefox via Windows from 52.45.54.47.
06/24/2024 13:33 CDT	Lina Jarmond (ljarmond@abaustin.com) was emailed a link to view.
06/24/2024 13:35 CDT	Wilmer Roberts (robertswiljan@sbcglobal.net) was emailed a reminder.
06/24/2024 14:36 CDT	Wilmer Roberts (robertswiljan@sbcglobal.net) viewed the document on Mobile Safari via iOS from 172.56.89.64.
06/24/2024 14:40 CDT	Wilmer Roberts (robertswiljan@sbcglobal.net) viewed the document on Mobile Safari via iOS from 162.202.203.196.
06/24/2024 14:52 CDT	Wilmer Roberts (robertswiljan@sbcglobal.net) viewed the document on Mobile Safari via iOS from 162.202.203.196.
06/24/2024 14:53 CDT	Wilmer Roberts (robertswiljan@sbcglobal.net) authenticated via email on Mobile Safari via iOS from 162.202.203.196.
06/24/2024 14:53 CDT	Wilmer Roberts (robertswiljan@sbcglobal.net) signed the document on Mobile Safari via iOS from 162.202.203.196.

### Construction status as of 5/31/24

WC MUD 1	Sold	Built	Under Const.	Remaining Lots	Notes
Section 19A- 75 lots	Sold Out	75	0	0	Meritage Homes with 4 existing Scott Felder homes -Developer finished
Section 19B- 49 lots	Sold Out	49	0	0	Meritage Homes, home sales underway - Builder finished
Section 20-72 lots	Sold Out	72	0	0	Pulte (Centex) Homes. Home sales underway - Builder finished
Section 22-65 lots	Sold Out	65	0	0	Under contract with Gehan Homes - Sold Out
Section 23-83 lots		66	10	7	Under contract with Terrata Homes
Section 24A&B- 125 lots	Sold Out	123	2	0	Under contract by Meritage Homes-Sold Out - Builder finished
Section 25 & 26 161 lots		159	2	0	Under contract by Meritage Homes - Sold Out - Builder finished
Section 27A & B 83 lots		83	0	0	Under contract by Meritage Homes - Sold Out - Builder finished
Section 28 105 Lots	Sold out	105	0	0	Under contract with Perry Homes - Sold Out - Developer finished
SUBTOTAL		797		7	
TC MUD 2	Sold	Built	Under Const.	Remaining Lots	Notes
Section 9- 52 lots	Sold Out	52	0	0	Perry Homes, sales and building underway - Developer finished
Section 11- 57 lots	Sold Out	55	2	0	Perry Homes - Sales and building underway - Developer finished
Section 12&13- 52 lots	Sold Out	52	0	0	Buffington (Does not include existing 15 homes) - Previous developer finished
Section 14B1- 43 lots	Sold Out	43	0	0	Parry Homes / Gray Point Homes - Sold out
Section 14B2- 54 lots	Sold Out	54	0	0	Parry Homes / Gray Point Homes - Sold out
Section 16-85 lots	Sold Out	85	0	0	Parry Homes / Gray Point Homes - Sold out
Section 17-76 lots	Sold Out	76	0	0	Under contract with M/I Homes - Sold out - Builder finished
Section 18A - 64 lots		0	0	64	Under contract with Perry Homes - Builder finished
Section 18B - 18 lots		0	0	18	Under contract with Perry Homes - Builder finished
Section 21A-61 lots	Sold Out	61	0	0	Under contract with DR Horton - Sold Out- Builder finished
Section 21B- 70 lots	Sold out	70	0	0	Under contract with DR Horton - Sold Out - Builder finished
SUBTOTAL		<i>5</i> 48		82	
TOTALS		1345	16	89	



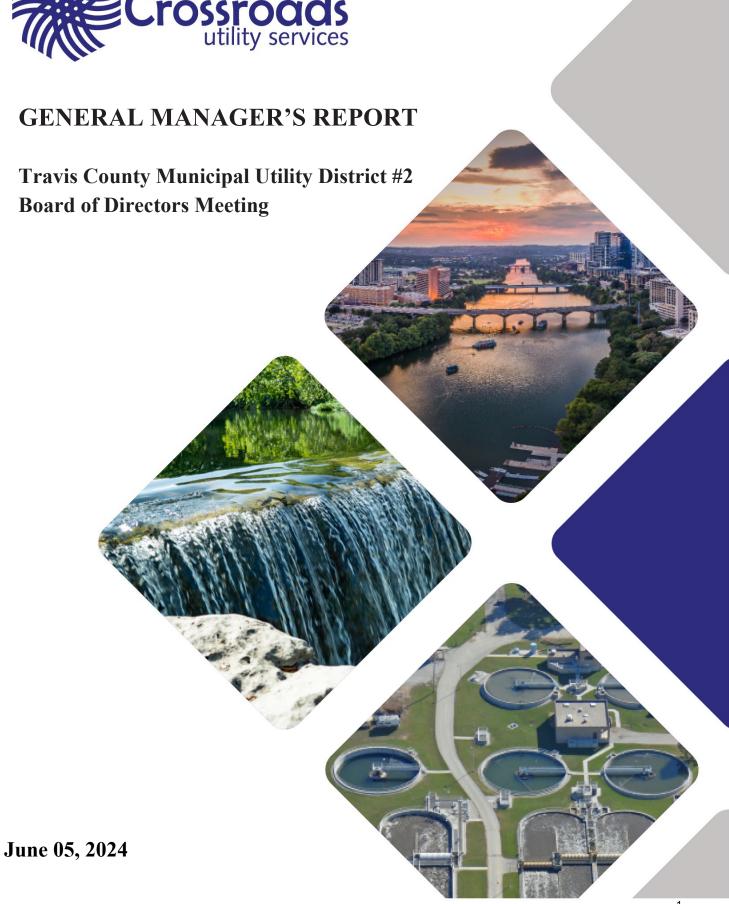


Exhibit H



2601 Forest Creek Drive Round Rock, Texas 78665-1232 512.246.1400

To: Travis County MUD #2

From: Dennis Hendrix

Subject: Operations Report

Date: May 2024

Overall, all operations have been good and have no concerns at this time.

Current Report

### I. Operations/Billing Report including water accountability

- 1) Water Report: Unaccounted water: unaccounted water -17.5%
  - (i) i) Installation of the sub-meter vault on FM 973- complete.

    Excavation of Shadowglen Trace- complete. 2<sup>nd</sup> meter has been installed and data has been collected.- reports pending
  - (ii) 17Oct23 Stage 2 was implemented. We are monitoring the tank levels and will advise if any additional issues. Reminder signs have been place in the district.3
  - (iii) 5/9/24- While completing a water service tap repair on 11612 Prince Philip the main line valve failed and water had to be shut off to the community. A boil water notice was issued and the results came back negative on 5/1/24. The boil water was rescinded on 5/11/24. The failed water valve was repaired that same night 5/9/24. See the attached photos of the failed valve
  - (iv) Spectrum Fiber has begun to install fiber in the community. We have started the locates as they are requested.
- 2) Water/Wastewater Collection system maintenance
  - a. No issues at this time
  - b. Wastewater inter-connect was closed on 30June23.
  - C. Wastewater plant repairs and maintenance-
    - 1. **Update on wastewater plant and lift station issues and maintenance** See the attached most recent O&M memo.
- II. Write off/ Collection Report- None at this time

### **WILBARGER CREEK MUNICIPAL UTILITY DISTRICT No. 2 - MASTER Water Report**

### April 2024

### **Regulatory Report**

Max Daily Flow	Date	Avg Daily Flow	Month			
1.155	3/6/2024	0.897	March			
1.137	4/3/2024	0.920	April			

### **Total Water Flows**

Month	2018	2019	2020	2021	2022	2023	2024
January	10,291.0	12,321.0	18,045.0	16,540.0	19,234.0	25,629.0	29,412.0
February	8,687.0	12,482.0	18,329.0	16,518.0	17,833.0	21,737.0	23,835.0
March	13,140.0	14,311.0	21,949.0	20,267.0	23,082.0	26,529.0	27,803.0
April	14,046.0	16,804.0	23,067.0	21,725.0	27,847.0	27,068.0	27,609.0
May	19,097.0	19,257.0	29,184.0	20,352.0	28,640.0	27,997.0	
June	19,741.0	18,340.0	31,961.0	23,231.0	33,303.0	33,121.0	
July	22,306.0	23,327.0	33,267.0	22,782.0	38,811.0	40,758.0	
August	23,872.0	30,051.0	30,831.0	26,802.0	37,476.0	38,330.0	
September	15,899.0	29,947.0	24,510.0	28,729.0	25,931.0	40,758.0	
October	13,600.0	24,099.0	25,831.0	23,622.0	32,861.0	34,522.0	
November	13,093.0	17,239.0	21,279.0	20,088.0	26,213.0	50,372.0	
December	12,360.0	17,538.0	17,897.0	20,618.0	24,738.0	31,730.0	
Yearly Totals	186,132.0	235,716.0	278,105.0	261,274.0	335,969.0	398,551.0	108,659.0

### TRAVIS COUNTY MUD NO. 2

**Bacteriological Report** 

2 Samples Taken 4/15/24 - Satisfactory (2 Samples Required)

### **Chlorine Residual**

<u>March</u>	<u>April</u>
0.99	1.1
1.4	1.7
0.63	0.79
	0.99

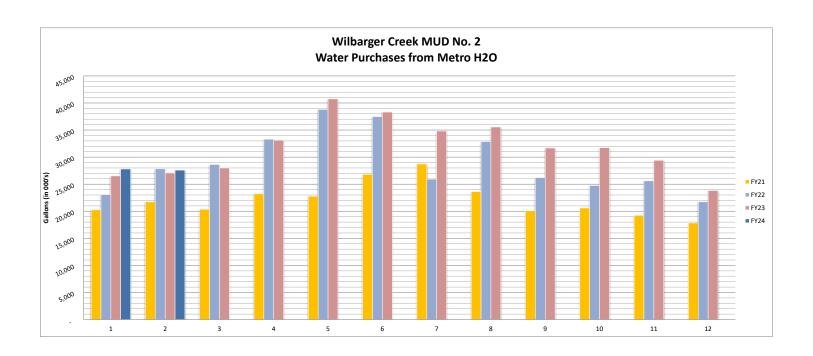
### Travis County MUD #2, Wilbarger Creek #1, Cottonwood Creek #1 Water Accountability Chart

From	То	Master Meter Read 1,000 gal.	TCM2 Billed 1,000 gal.	CTN1 Billed 1,000 gal.	WC#1 Billed 1,000 gal.	Total Billings	TCM2 flushing	CTN1 flushing	WC#1 flushing	WC#2 flushing	Total flushing	Gallons Unacct For 1,000 gal.	TCM2 Connects	CTN1 Connects	WC#1 Connects	Percent Gain/Loss
27-Oct-21	24-Nov-21	19,383.0	7,211.0	6,197.0	4,637.0	17,804.0	9.8	3.5	0.0	0.0	13.3	-1,565.8	1102	1450	604	-8.08%
25-Nov-21	21-Dec-21	16,692.0	5,847.0	5,707.0	3,916.0	15,056.0	32.5	110.2	0.0	0.0	142.7	-1,493.3	1102	1450	604	-8.95%
22-Dec-21	23-Jan-22	20,179.0	6,638.0	6,923.0	4,423.0	17,984.0	14.5	78.0	0.0	0.0	92.5	-2,102.5	1102	1456	604	-10.42%
24-Jan-22	23-Feb-22	19,717.0	5,701.0	6,426.0	3,825.0	15,952.0	16.0	44.9	0.0	0.0	60.9	-3,704.1	1102	1494	698	-18.79%
24-Feb-22	25-Mar-22	17,013.0	6,272.0	5,925.0	4,235.0	16,432.0	9.0	95.6	0.0	0.0	104.6	-476.4	1102	1496	781	-2.80%
26-Mar-22	25-Apr-22	28,058.0	9,780.0	8,244.0	5,620.0	23,557.0	42.8	37.7	0.0	126.0	206.4	-4,294.6	1099	1493	864	-15.31%
26-Apr-22	25-May-22	27,649.0	9,037.0	7,369.0	4,945.0	21,172.0	47.8	51.6	0.0	0.0	99.4	-6,377.6	1100	1496	939	-23.07%
26-May-22	29-Jun-22	37,937.0	13,488.0	9,795.0	6,636.0	29,919.0	41.0		0.0	0.0	65.5	-7,952.5	1100	1516	937	-20.96%
30-Jun-22	25-Jul-22	31,737.0	13,081.0	8,969.0	5,208.0	27,258.0	34.1	51.5	0.0	70.0	155.6	-4,323.4	1108	1588	972	-13.62%
26-Jul-22	25-Aug-22	39,447.0	15,150.0	9,187.0	7,996.0	32,333.0	84.8	143.2	0.0	135.0	363.0	-6,751.0	1109	1643	992	-17.11%
26-Aug-22	25-Sep-22	32,617.0	11,780.0	8,207.0	8,442.0	28,429.0	40.5	64.2	228.2	0.0	332.9	-3,855.1	1109	1643	1001	-11.82%
26-Sep-22	24-Oct-22	26,678.0	11,316.0	7,850.0	7,574.0	26,740.0	85.2	11.5	0.0	0.0	96.7	158.7	1109	1649	1021	0.59%
25-Oct-22	23-Nov-22	20,590.6	8,589.0	6,120.0	6,246.0	20,955.0	44.4	96.0	0.0	337.5	477.9	842.3	1109	1653	1024	4.09%
24-Nov-22	22-Dec-22	23,209.0	6,294.0	5,894.0	5,499.0	17,687.0	41.2	19.8	0.0	337.5	398.5	-5,123.5	1109	1653	1024	-22.08%
23-Dec-22	27-Jan-23	29,655.0	9,433.0	8,013.0	7,298.0	24,744.0	38.3	29.0	14.5	275.0	356.8	-4,554.3	1097	1590	1002	-15.36%
28-Jan-23	24-Feb-23	21,319.0	5,059.0	5,789.1	6,610.0	17,458.1	38.6	38.8	27.3	700.0	804.7	-3,056.2	1093	1590	1016	-14.34%
25-Feb-23	24-Mar-23	23,482.0	5,909.0	6,492.0	5,666.0	18,067.0	36.1	41.3	25.1	150.0	252.5	-5,162.5	1110	1594	1042	-21.98%
25-Mar-23	25-Apr-23	30,226.0	7,846.0	7,624.0	7,272.0	22,742.0	44.1	54.0	30.6	450.0	578.8	-6,905.3	1098	1595	1060	-22.85%
26-Apr-23 24-May-23	23-May-23	23,697.0 37,053.0	6,317.0 9,716.0	5,956.0 9,446.0	5,923.0 9,014.0	18,196.0 28,176.0	9.4 64.9	33.8 93.1	3.8 83.2	0.0	47.0 241.2	-5,454.0 -8,635.8	1098 1098	1595 1603	1060 1081	-23.02% -23.31%
28-Jun-23	27-Jun-23 24-Jul-23	35,524.0	13,336.0	9,389.0	9,014.0	32,281.0	6.8		6.2	0.0	78.9	-8,635.8	1098	1620	1081	-23.31%
25-Jul-23	24-Jui-23 24-Aug-23	37,570.0	12,109.0	10,124.0	11,232.0	33,465.0	10.0		9.4	175.0	220.7	-3,884.3	1098	1624	1100	-10.34%
					· ·	·		22.8	6.3	25.0						
25-Aug-23 23-Sep-23	22-Sep-23 27-Oct-23	31,603.0 39,342.0	9,389.0 9,654.0	8,502.0 9,555.0	9,669.0 10,301.0	27,560.0 29,510.0	24.3 17.6		4.4	0.0	78.4 35.0	-3,964.6 -9,797.0	1098 1098	1631 1635	1100 1105	-12.55% -24.90%
28-Oct-23	28-Nov-23	32,810.0	6,810.0	7,649.0	7,842.0	22,301.0	2.7	8.0		0.0	12.5	-10,496.5	1098	1648	1105	-31.99%
29-Nov-23	28-Dec-23	29,702.0	5,681.0	6,967.0	6,842.0	19,490.0	2.7		4.4	3.0		-10,496.5	1098	1648	1105	-31.99%
29-NOV-23 29-Dec-23	23-Jan-24	24,328.0	5,179.0	6,854.0	5,503.0	17,536.0	1.4	2.8	2.0	0.0	6.2	-6,785.8	1098	1648	1105	-34.31%
24-Jan-24	21-Feb-24	23,122.0	4,861.0	7,187.0	5,322.0	17,330.0	5.8		54.4	0.0	63.4	-5,688.6	1098	1657	1105	-24.60%
22-Feb-24	25-Mar-24	26,906.0	6,834.0	8,179.0	7,555.0	22,568.0	1.8		56.4	0.0	61.4	-4,276.6	1100	1661	1105	-15.89%
26-Mar-24	25-Apr-24	27,554.0	7,188.0	8,018.0	7,489.0	22,695.0	7.2	13.2	15.1	0.0	35.5	-4,823.5	1099	1659	1103	-17.51%
			1,2010	5,020.0	1,10010							1,020.0				
2024 Total		164,422.0	36,553.0	44,854.0	40,553.0	121,960.0	21.5	41.7	134.2	3.0	200.4	-42,261.6				
2024 Monthly	/ Average	27,403.7	6,092.2	7,475.7	6,758.8	20,326.7	3.6	6.9	22.4	0.5	33.4	-7,043.6				-25.70%
							_					_				
2023 Total		353,270.6	103,651.0	92,904.1	94,286.0	290,841.1	375.6	533.7	210.9	2,450.0	3,570.2	-58,859.3				
2023 Monthly	/ Average	29,439.2	8,637.6	7,742.0	7,857.2	24,236.8	31.3	44.5	17.6	204.2	297.5	-4,904.9				-16.66%

FY 15-16	-5.23%
FY 16-17	-13.41%
FY 17-18	-9.02%
FY 18-19	-9.15%

FY 19-20	-9.15%
FY 20-21	-16.86%
FY 21-22	-7.52%
FY 22-23	-16.66%

FY 23-24 -25.70%



	_	FY21	FY22	FY23	FY24	Avg. Usage	Take or Pay
Water Purchases:	Mar	20,267	23,082	26,529	27,803	24,420	27,803
	Apr	21,725	27,847	27,068	27,609	26,062	27,609
	May	20,352	28,640	27,997		19,247	-
	Jun	23,231	33,303	33,121		22,414	-
	Jul	22,782	38,811	40,758		25,588	-
	Aug	26,802	37,476	38,330		25,652	-
	Sep	28,729	25,931	34,816		22,369	-
	Oct	23,622	32,861	35,559		23,011	-
	Nov	20,088	26,213	31,683		19,496	-
	Dec	20,618	24,738	31,730		19,272	-
	Jan	19,234	25,629	29,412		18,569	-
	Feb	17,833	21,737	23,835		15,851	
	-	265,283	346,268	380,838	55,412	261,950	55,412
# of connections:	TCM2	977	1,098	1,098	1,098		Trend Notes:
	CCN1	1,164	1,379	1,635	1,657	March 2024 - February 2025	376,460
	WC1	474	602	1,105	1,105	Actual + Rem Avg	265,333
		2,615	3,079	3,838	3,860	CY Take or Pay	55,412
Avg/ GPD/Conne	ection	0.278	0.308	0.272	0.039	Amount Under/Over	321,048

### Travis County MUD No. 2 Water Usage Analysis

### By Fiscal Year

Billing	Builder	#	Commercial	#	Irrigation	#	Non-Profit	#	Residential	#	Fire Hyd	#	Monthly Totals	# of Res	# of	Average	1 -44	<b>T</b>
Period	(gallons)		(gallons)		(gallons)		(gallons)		(gallons)		(gallons)		(gallons)	Conn	Occupied	Usage	Letters	Terms
Oct 21	42,000	20	292,000	3	1,080,000	11	22,000	1	8,357,000	1,068	0	0	9,793,000	1,082	1,068	7.8	95	6
Nov 21	27,000	23	156,000	3	381,000	11	13,000	1	6,634,000	1,068	0	0	7,211,000	1,079	1,068	6.2	108	2
Dec 21	9,000	17	453,000	3	199,000	11	7,000	1	5,179,000	1,068	0	0	5,847,000	1,078	1,068	4.9	124	0
Jan 22	11,000	17	108,000	3	160,000	11	12,000	1	6,347,000	1,078	0	0	6,638,000	1,082	1,078	5.9	151	0
Feb 22	10,000	11	281,000	3	261,000	11	12,000	1	5,137,000	1,078	0	0	5,701,000	1,085	1,078	4.8	110	25
Mar 22	9,000	11	236,000	3	503,000	11	9,000	1	5,515,000	1,078	0	0	6,272,000	1,085	1,078	5.1	114	2
April 22	9,000	11	584,000	3	668,000	11	9,000	1	8,510,000	1,074	0	0	9,780,000	1,099	1,071	8.0	137	9
May 22	13,000	4	128,000	3	875,000	11	23,000	-	7,876,000	1,072	22,000	0	8,915,000	1,100	1,072	7.4	122	2
June 22	27,000	4	570,000	3	1,054,000	11	23,000	-	11,814,000	1,075	0	0	13,488,000	1,100	1,075	11.0	153	5
July 22	23,000	4	407,000	3	1,361,000	11	24,000	-	11,266,021	1,075	0	0	13,081,021	1,108	1,073	10.5	265	12
Aug 22	40,000	4	369,000	3	2,132,000	11	11,000	-	12,572,021	1,073	26000	0	15,150,021	1,109	1,073	11.8	182	3
Sept 22	11,000	4	476,000	3	1,888,000	11	12,000	-	9,370,016	1,073	23000	0	11,780,016	1,109	1,073	8.7	151	3
2022 Fiscal Total	231,000		4,060,000		10,562,000		177,000		98,577,058		71,000		113,656,058					
22-Oct	1,000	4	608,000	3	1,810,000	11	17,000	-	8,863,021	1,073	17000	0	11,316,021	1,109	1,074	8.0	152	6
22-Nov	8,000	4	664,000	3	1,092,000	11	15,000	-	6,808,007	1,073	2000	0	8,589,007	1,109	1,074	6.1	135	6
22-Dec	270,000	4	422,000	3	188,000	12	513,000	-	4,901,003	1,073	0	0	6,294,003	1,113	1,074	4.6	0	0
23-Jan	16,000	4	852,000	3	105,000	12	9,000	-	6,437,000	1,073	8000	0	7,427,000	1,094	1,074	5.9	182	10
23-Feb	156,000	3	102,000	3	80,000	11	7,000	-	4,601,000	1,075	113000	1	5,059,000	1,096	1,075	4.3	120	0
23-Mar	8,000	3	155,000	3	79,000	11	5,000	-	5,447,000	1,073	215000	1	5,909,000	1,110	1,073	4.9	118	6
23-Apr	46,000	3	166,000	3	113,000	11	48,000	-	6,704,000	1,074	769000	1	7,846,000	1,094	1,074	6.2	116	6
23-May	31,000	3	274,000	3	115,000	11	7,000	-	5,879,000	1,076	11000	1	6,317,000	1,094	1,076	5.4	111	2
23-Jun	506,000	4	0	3	321,000	11	419,000	-	8,470,000	1,076	0	1	9,716,000	1,098	1,076	8.2	123	2
23-Jul	586,000	4	13,000	3	1,549,000	11	794,000	-	10,394,000	1,078	0		13,336,000	1,098	1,078	10.0	117	5
23-Aug	561,000	4	60,000	3	112,000	11	377,000	-	10,999,000	1,078	0		12,109,000	1,097	1,078	10.5	126	5
23-Sep	480,000	4	10,000	3	143,000	11	88,000	-	8,658,000	1,078	0		9,379,000	1,097	1,078	8.3	138	4
2023 Fiscal Total	2,669,000		3,326,000		5,707,000		2,299,000		88,161,031		1,135,000		103,297,031					
23-Oct	490,000	3	18,000	3	293,000	11	152,000	-	8,689,000	1,078	0		9,642,000	1,098	1,071	8.4	154	22
23-Nov	313,000	3	82,000	3	63,000	11	189,000	-	6,163,000	1,073	0		6,810,000	1,098	1,073	5.9	152	0
23-Dec	272,000	3	38,000	3	109,000	11	152,000	-	5,110,000	1,073	0		5,681,000	1,098	1,073	4.9	152	0
24-Jan	23,000	3	62,000	3	48,000	11	98,000	-	4,948,000	1,072	0		5,179,000	1,098	1,073	4.5	42	0
24-Feb	9,000	3	109,000	3	16,000	11	81,000	-	4,646,000	1,072	0		4,861,000	1,098	1,074	4.2	119	7
24-Mar	24,000	3	55,000	3	40,000	12	360,000	-	6,355,000	1,080	0		6,834,000	1,099	1,079	5.8	101	5
24-Apr	37,000	1	113,000	3	40,000	12	341,000	-	6,657,000	1,080	0		7,188,000	1,099	1,079	6.1	131	0
2024 Fiscal Total	1,107,000		477,000		609,000		1,373,000		42,568,000		0		46,195,000					

## WILBARGER CREEK MUNICIPAL UTILITY DISTRICT No. 2 - MASTER TAP INFORMATION $\underline{\textit{Apr-24}}$

### TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 2

Connections	March	April
Active	1099	1099
Inactive	1	1
Occupied by Resident	1079	1079

Taps (FY 23 - 24)	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Total
Actual	0	0	0	0	0	0	0						0
Budget													0

### COTTONWOOD CREEK MUNICIPAL UTILITY DISTRICT NO. 1

Connections	March	April
Active	1661	1659
Inactive	6	5
Occupied by Resident	1571	1581

Taps (FY 23 - 24)	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Total
Actual	4	1	11	9	0	5	5						35
Budget													0

### WILBARGER CREEK MUNICIPAL UTILITY DISTRICT NO. 1

Connections	March	April
Active	1105	1103
Inactive	4	6
Occupied by Resident	1008	1013

Taps (FY 23 - 24)	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Total
Actual	0	0	0	0	0	0	0						0
Budget													0

### WILBARGER CREEK MUNICIPAL UTILITY DISTRICT NO. 2 - MASTER

### **Wastewater Report**

Month	Effluent Parameters Within Permit	Daily Avg Flow (1K gal.)	Daily Max Flow (1K gal.)	Daily Min Flow (1K gal.)	Monthly Total Flow (1K gal.)
Oct-22	Yes	167.3	260.0	104.0	5,185.0
Nov-22	Yes	215.0	321.0	127.0	6,451.0
Dec-22	Yes	191.9	290.0	103.0	5,949.0
Jan-23	Yes	175.3	246.0	130.0	5,435.0
Feb-23	Yes	199.9	386.0	119.0	5,596.0
Mar-23	Yes	165.4	234.0	97.0	5,128.0
Apr-23	Yes	191.8	296.0	138.0	5,754.0
May-23	Yes	201.0	357.0	115.0	6,230.0
Jun-23	Yes	173.8	288.0	109.0	5,215.0
Jul-23	Yes	296.8	415.0	69.0	9,201.0
Aug-23	Yes	321.3	451.0	198.0	9,960.0
Sep-23	Yes	317.8	603.0	18.0	9,534.0

Month	Effluent Parameters Within Permit	Daily Avg Flow (1K gal.)	Daily Max Flow (1K gal.)	Daily Min Flow (1K gal.)	Monthly Total Flow (1K gal.)
Oct-23	Yes	388.0	582.0	80.0	12,015.0
Nov-23	Yes	431.0	481.0	188.0	12,926.0
Dec-23	Yes	407.0	534.0	250.0	12,607.0
Jan-24	Yes	539.0	808.0	327.0	16,715.0
Feb-24	Yes	514.0	638.0	273.0	14,900.0
Mar-24	Yes	509.0	707.0	347.0	15,779.0
					_

### TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 2

### Billing Report Apr-24

### Connections

	March	April
Active	1099	1099
Inactive	1	1
Occupied	1079	1079

### **Billing Recap**

	March	April			
Current Billing	\$ 146,862.59	\$	148,400.18		
Basic Service	\$ 53,573.34	\$	53,574.46		
Water	\$ 54,707.10	\$	57,805.30		
Sewer	\$ 34,711.50	\$	34,316.25		
State Assessment	\$ 715.65	\$	729.17		
Deposit	\$ 2,700.00	\$	1,700.00		
Miscellaneous	\$ 455.00	\$	275.00		

### **Aged Recivables**

	March	April
Thirty (30) Days	\$887.22	\$12,187.90
Sixty (60) Days	\$8,277.50	\$22.89
Ninety (90) Days	\$162.58	\$378.12
(120) Davs	\$102.56	\$102.56

### **Collections**

	March	April
Letters	101	131
Terminations	13	0

## **Taps (FY 23 - 24)**Actual Budget

Oct	Nov	Dec	Jan	Feb	Mar	April	May	June	July	Aug	Setp	Total
0	0	0	0	0	0	0						0
												0

### **COTTONWOOD CREEK MUNICIPAL UTILITY DISTRICT NO. 1**

### Connections

_	March	April
Active	1661	1659
Inactive	6	5
Occupied	1571	1581

### **WILBARGER CREEK MUNICIPAL UTILITY DISTRICT NO. 1**

### Connections

	March	April
Active	1105	1103
Inactive	4	6
Occupied	1008	1013



2601 Forest Creek Drive Round Rock, Texas 78665-1232 512.246.1400

**TO: Travis County MUD #2 Board of Directors** 

FROM: Dennis Hendrix, Manager SUBJECT: Write Off Request

DATE: April 2024

(There are no write-offs this period)

### TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 2 Status of Collections by Fiscal Year

NOVEMBER	Month		2018/19		2019/20	2	2020/21		2021/22		2022/23	2	2023/24
NOVEMBER   S   321.11   S   -   S	OCTOBER	\$	-	\$	-	\$	-	\$	=	\$	27.45	\$	581.23
COLLECTED	COLLECTED		-	\$	-	\$	-	\$	-	\$	-	\$	-
COLLECTED	NOVEMBER	٥	221 11	ć	_	ć		ć		ć		¢	
DECEMBER   S		7	321.11										
COLLECTED   S	COLLECTED			٦		۲		۲	<del>-</del>	Ų	<del>-</del>	۲	
JANUARY \$ - \$ 485.01 \$ - \$ - \$ - \$ - \$ - \$  COLLECTED \$ - \$ - \$ - \$ - \$ - \$  FEBRUARY \$ - \$ 636.71 \$ - \$ - \$ - \$ 327.47 \$  COLLECTED \$ - \$ - \$ - \$ - \$ - \$  FEBRUARY \$ - \$ - \$ 636.71 \$ - \$ - \$ - \$ 327.47 \$  COLLECTED \$ - \$ - \$ - \$ - \$ - \$  MARCH \$ - \$ - \$ - \$ - \$ - \$ - \$  COLLECTED \$ - \$ - \$ - \$ - \$ - \$  APRIL \$ - \$ - \$ - \$ - \$ - \$ - \$  COLLECTED \$ - \$ - \$ - \$ - \$  COLLECTED \$ - \$ - \$ - \$ - \$  APRIL \$ - \$ - \$ - \$ - \$ - \$ - \$  COLLECTED \$ - \$ - \$ - \$ - \$  MAY \$ 469.27 \$ - \$ - \$ - \$ - \$ - \$  JUNE \$ - \$ - \$ - \$ - \$ - \$ - \$  JUNE \$ - \$ - \$ - \$ - \$ - \$ - \$  JUNE \$ - \$ - \$ - \$ - \$ - \$ - \$  AUGUST \$ - \$ - \$ - \$ - \$ - \$ - \$  SEPTEMBER \$ - \$ - \$ - \$ - \$ - \$ - \$  COLLECTED \$ - \$ - \$ - \$ - \$ - \$  SEPTEMBER \$ - \$ - \$ - \$ - \$ - \$  SEPTEMBER \$ - \$ - \$ - \$ - \$ - \$  SA137.50 \$ - \$ - \$ - \$  SA137.50 \$ - \$ - \$ - \$  SEPTEMBER \$ - \$ - \$ - \$ - \$ - \$  SA137.50 \$ - \$ - \$ - \$  SA137.50 \$ - \$ - \$  SEPTEMBER \$ - \$ - \$ - \$ - \$  SEPTEMBER \$ - \$ - \$ - \$ - \$  SA137.50 \$ - \$ - \$ - \$  SA137.50 \$ - \$ - \$  SA137.50 \$ - \$ - \$  SA137.50 \$ - \$  SA137.50 \$ - \$ - \$  SEPTEMBER \$ - \$ - \$ - \$ - \$  SA137.50 \$ - \$ - \$  SA137.50 \$	DECEMBER		-		495.84		-		-	\$	-	\$	54.92
COLLECTED         S         -	COLLECTED	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
COLLECTED         \$         -	JANUARY	\$	_	\$	485.01	\$	_	\$	_	\$	_	\$	_
MARCH	COLLECTED		-				-		-		-		-
MARCH		1		l		I		1					
MARCH \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$			-		636.71		-		-		327.47		-
APRIL \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$	COLLECTED	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
COLLECTED   \$ - \$ - \$ - \$ - \$ - \$ - \$   \$ - \$   \$ - \$   \$	MARCH	\$	_	\$		\$		\$		\$		\$	_
COLLECTED         \$         -         \$         -         \$         -         \$         -         \$           MAY         \$         469.27         \$         -         \$         337.50         \$         -         \$         134.94           COLLECTED         \$         -         \$	COLLECTED		-		-		-		-		-		-
COLLECTED       \$       -       \$       -       \$       -       \$       -       \$         MAY       \$       469.27       \$       -       \$       337.50       \$       -       \$       134.94         COLLECTED       \$       -       \$       -       \$       -       \$       -       \$         JUNE       \$       -       \$       -       \$       -       \$       -       \$         COLLECTED       \$       -       \$       -       \$       -       \$       -       \$         JULY       \$       868.40       \$       410.39       \$       -       \$       89.06       \$       -         COLLECTED       \$       -       \$       -       \$       -       \$       -         AUGUST       \$       208.37       \$       -       \$       -       \$       -       \$         COLLECTED       \$       -       \$       -       \$       -       \$       -       \$       -         **       *       *       *       *       *       *       *       *       *       *				I		1		ı					
MAY \$ 469.27 \$ - \$ 337.50 \$ - \$ 134.94   COLLECTED \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$    JUNE \$ - \$ - \$ - \$ - \$ 160.68 \$ 474.24   COLLECTED \$ - \$ - \$ - \$ - \$ - \$ - \$    JULY \$ 868.40 \$ 410.39 \$ - \$ 89.06 \$ -    COLLECTED \$ - \$ - \$ - \$ - \$ - \$    AUGUST \$ 208.37 \$ - \$ - \$ - \$ - \$ - \$    COLLECTED \$ - \$ - \$ - \$ - \$ - \$    COLLECTED \$ - \$ - \$ - \$ - \$ - \$    TOTAL TO COLLECTIONS: \$ 1,867.15 \$ 2,027.95 \$ 337.50 \$ 1,377.65 \$ 1,202.39 \$ 636			-		-				957.53		-		-
S	COLLECTED	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
S	MAY	\$	469.27	\$	-	\$	337.50	\$	-	\$	134.94		
COLLECTED \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$	COLLECTED	\$	-	\$	-	\$	-	\$	-	\$	-		
COLLECTED \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$	ILINE	٥		ć		ć		ć	160.69	ć	474.24		
JULY         \$ 868.40         \$ 410.39         \$ -         \$ 89.06         \$ -           COLLECTED         \$ -         \$ -         \$ -         \$ -         \$ -           AUGUST         \$ 208.37         \$ -         \$ -         \$ 170.38         \$ 122.98           COLLECTED         \$ -         \$ -         \$ -         \$ -         \$ -           SEPTEMBER         \$ -         \$ -         \$ -         \$ -         \$ -         \$ -           COLLECTED         \$ -         \$ -         \$ -         \$ -         \$ -         \$ -         \$ -           TOTAL TO COLLECTIONS:         \$ 1,867.15         \$ 2,027.95         \$ 337.50         \$ 1,377.65         \$ 1,202.39         \$ 636			-		-				-				
COLLECTED         \$         -													
AUGUST \$ 208.37 \$ - \$ - \$ 170.38 \$ 122.98   COLLECTED \$ - \$ - \$ - \$ - \$ - \$ - \$  SEPTEMBER \$ - \$ - \$ - \$ - \$ 115.31   COLLECTED \$ - \$ - \$ - \$ - \$ - \$  TOTAL TO COLLECTIONS: \$ 1,867.15 \$ 2,027.95 \$ 337.50 \$ 1,377.65 \$ 1,202.39 \$ 636	JULY	\$	868.40	\$	410.39	\$	-	\$	89.06	\$	-		
COLLECTED         \$         -	COLLECTED	\$	-	\$	-	\$	-	\$	-	\$	-		
COLLECTED         \$         -	AUGUST	Ś	208 37	Ś		Ś		Ś	170 38	Ś	122 98		
COLLECTED         \$ -         \$ -         \$ -         \$ -           TOTAL TO COLLECTIONS:         \$ 1,867.15         \$ 2,027.95         \$ 337.50         \$ 1,377.65         \$ 1,202.39         \$ 636.			-		-		-		-		-		
COLLECTED         \$ -         \$						1		1					
TOTAL TO COLLECTIONS: \$ 1,867.15   \$ 2,027.95   \$ 337.50   \$ 1,377.65   \$ 1,202.39   \$ 636					-		-	_	-		115.31		
	COLLECTED			\$	-	\$	-	\$	-	\$	-		
	TOTAL TO COLLECTION	ıs: \$	1,867.15	\$	2,027.95	\$	337.50	\$	1,377.65	\$	1,202.39	\$	636.15
	TOTAL COLLECTED:	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-







NRW Consulting Services, Inc. dba JBS Associates 8106 Yaupon Drive Austin, Texas 78759 512-657-2917 e-mail: jaschiele@jbswater.com

### Specialists in Recovery of Non Revenue Water

May 24, 2024

Dennis Hendricks Contract General Manager Crossroads Utility Services 2601 Forest Creek Drive Round Rock, TX 78665

Ref: Results of Flow Measurements on Wilbarger Creek MUD Transmission Line

Mr. Hendricks:

Attached is our report of the results of the flow monitoring task conducted on Wilbarger Creek MUD 24-inchTransmission Line. The report covers the flow measurements at Flow point #1 (FM 9730 in February and those conducted over the last two weeks at Flowpoint #2 (Shadow Glen Trace)

The support of Crossroads personnel in preparing the sites and assisting with equipment installation is greatly appreciated.

Respectfully submitted,

NRW Consulting Services, Inc.

dba JBS Associates

James A. Schiele

President

cc Spencer Standfield

# WILBARGER CREEK MUD #1, TRAVIS COUNTY MUD #2 & COTTONWOOD CREEK MUD #1 24-IN TRANSMISSION LINE FLOW MEASUREMENTS

February and May 2024

### 1. INTRODUCTION

As stated in our scope of work of January 24, Crossroads Utility Services has suspected the presence of unacceptably high unaccounted for water in the combined Manor area MUD's. Since September 2023, quarterly NRW (water loss) has increased from 11.0 MG to 31.5 MG (quarter through December 2023), equivalent to about 30% of overall inflows to the combined systems.

Previously the Master District Facility Line has experienced leaks owing to the failure of pipe fittings, but the most recent leaks surveys (2020 and 2022) have not revealed any new leaks. Prior leak surveys in the growing districts served by this line have identified many leaks over the years (Wilbarger Creek MUD #1, TCMUD #2 and Cottonwood Creek MUD #1).

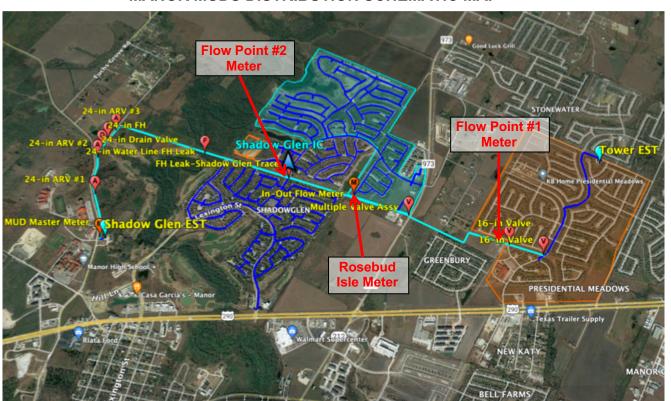
Since the three utility districts receive their water supply from the Shadow Glen transmission line, it is not possible to determine, based on water supplied and water sold per district, which system is experiencing the leakage.

To assist Crossroads and the Districts to establish verifiable district-by-district water loss potential we suggested the following approach.

Monitor flows into Cottonwood Creek with clamp-on ultrasonic flow meter at FM 973 (Flow Point #1).
 Monitor flows to Shadow Glen with clamp-on ultrasonic flow meter (Flow Point #2 at Shadow Glen Trace) and local meter at Rosebud Isle.
 Monitor flows of Shadow Glen master meter during steps 1 and 2.

Based on production and sales data provided by Crossroads, average monthly water loss for Q3 2023 was equivalent to about 235 gallons per minute or 30.487 million gallons, representing about 29.9% of water supplied to the system.

The project goal has been to monitor and compare water distribution system flows in the 3 Districts for several days and submit the results to the client. This data will indicate what the minimum night flows are and in which District there is more likelihood of substantial leakage. The following map shows the areas served by the Shadow Glen 24-in transmission line and the locations of the Shadow Glen EST, existing inflow and outflow master meters and the suggested locations for temporary installation of the clamp-on flow meters.



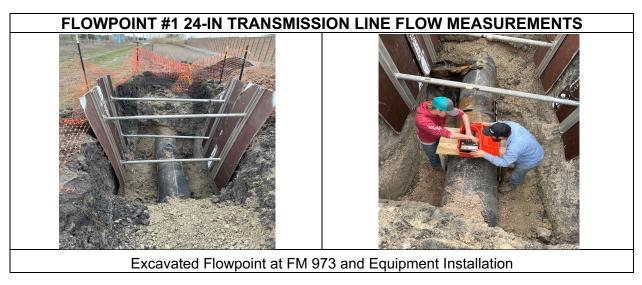
### MANOR MUDS DISTRIBUTION SCHEMATIC MAP

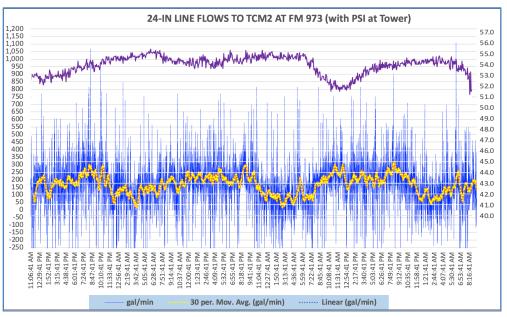
### 2. WORK COMPLETED

- 2.1 In February, the client provided an initial access excavation on the 24-in line at FM 973. This allowed for the installation of clamp-on meter and continuous monitoring of distribution system flows to Cottonwood Creek MUD #1 (February 16-19 2024).
- 2.2 We had hoped to continuously monitor outflow from the Shadow Glen master meter to determine actual night time flow rates from the source. This was expected to provide the overall leakage potential in February, before heavy sprinkler use. In the event this was not feasible, we could only use daily readings of the meter for comparison.
- 2.3 Monitoring of the Rosebud Isle supply line master meter was not undertaken as this meter is usually offline and only used for high demand periods.
- 2.4 In early May, a second excavation was made that allowed flow monitoring of the 24-in line at Shadow Glen Trace just upstream of the interconnects to Travis County MUD #2 (Shadow Glen) and Wilbarger Creek MUD #2

- 2.5 The results of the February flow measurements were presented to client staff on February 27 and are reviewed in this document, along with the findings of the more recent flow study.
- 2.6 Flow meter loggings were programmed for one-minute intervals, providing gallons per minute (gpm) and accumulated totals. The data has been compared to flow totals from the master meter at Shadow Glen EST.
- 2.7 As there is no AC power available at these locations, the battery powered test flow meters were provided with supplementary external 12 Volt batteries by the client.

### 3. FLOW POINT #1 RESULTS



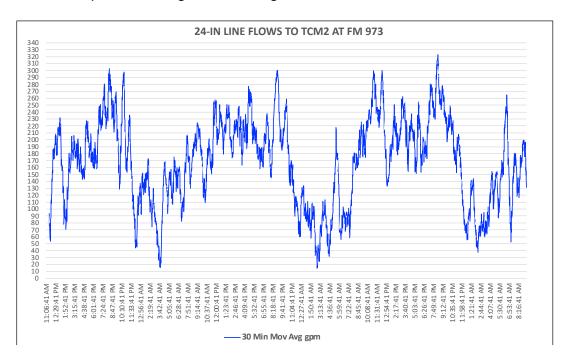


- 3.1 Flow was monitored continuously for four days (February 16-19). The data recorded shown in the above chart indicates fluctuating flow rates at the low limit of sensitivity of the meter on this large diameter 24-inch main.
- 3.2 Applying a trend profile (moving average) shows actual flows and flow velocity more accurately.

	Flow Rates	Approx fps
Max gpm	322.7	0.229
Min gpm	14.8*	0.011
Avg gpm	169.2	0.120
Median gpm	175.5	0.125

<sup>\*</sup>This minimum is a consequence of the measurement issues mentioned above.

Almost all flow velocities experienced at FP #1 are considered very low for this kind of flow measurement as they impact the accuracy performance of the meter. The following chart shows the detail of the flow rates (gpm) derived from the data recorded. The three minimum flows between 20 and 40 gpm are noted in the early morning hours as would be expected. In February, nighttime sprinkler activity was negligible. The remaining flows can be assumed to be due to occasional customer use and acceptable back ground leakage.

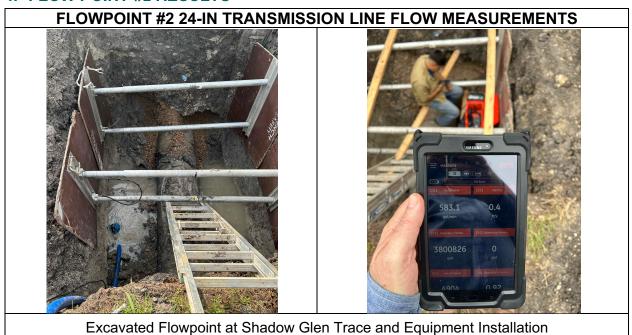


Leak potential in the Cottonwood Creek system, with 1,661 customers and 12.881 miles of water mains, was very low at this time.

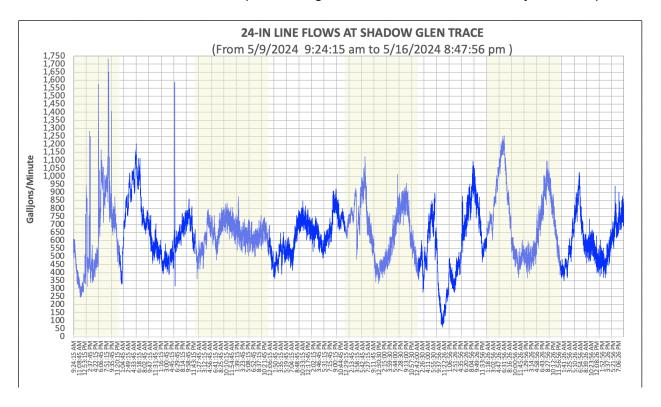
Night flow indicator 1:  $40.0 \div 1,661 = 0.0241$  gpm per customer.

Night flow indicator 2:  $40.0 \div 12.881 = 3.105$  gpm per mile.

### 4. FLOW POINT #2 RESULTS



4.1 Flow was monitored continuously for four days (May 9-16). The data recorded shown in the following chart indicates the fluctuating flow rates at this location on the 24-inch transmission main (alternating shaded columns indicate day intervals).



- 4.2 Initially the recording period was to be from May 9 to May 13. However, after observing the impact of the leak we decided to continue with a second period of measurement that ended the evening of May 16 (back up battery issue). This in order to record typical flows for a few days.
- 4.3 Almost all flow velocities experienced at FP #2 are considered low for this kind of flow measurement as they may impact the accuracy performance of the meter. The following table shows the range of the flow rates (gpm) and equivalent flow velocities (fps). The typical minimum flows are between 350 and 400 gpm are noted in the daily cycle. In May, nighttime sprinkler activity was highly likely.

	Overall	Approx
	Results	fps
Max gpm	1,734.8	1.230
Min gpm	59.6*	0.042
Avg gpm	639.4	0.454
Median gpm	629.4	0.446

<sup>\*</sup>This minimum occurred only once and could not be explained. Based on observed flows it is not considered typical.

- 4.4 A 245.1 gpm minimum was recorded on the first day and is possibly related to the large main break that occurred later that day triggering significant fluctuations in flow rates, including the maximum recorded flow of 1,735 gpm. The following day flows are still high as this leak was under repair overnight with consequent line flushing, etc.
- 4.5 The total flow recorded by the clamp-on meter in the Period #1 was 3,774,098 gallons. This compares to 3,774,000 gallons determined from meter readings at Shadow Glen EST. This confirms there is no leakage on the 24-in line between the EST and Shadow Glen Trace.
- 4.6 The second recording period started on the morning of May 13 and continued till the evening of May 16. The minimum observed in the above table occurred only once and could not be explained. It is not considered typical. On the other three days the average of the minimum flows was 349.2 gpm. This is the minimum flow to all three Districts with 3,866 customers.
- 4.7 Assuming the CTN1 minimum flow of 40 gpm, this leaves 309.2 gpm of minimum night flow is going into TCM2 and Wilbarger #1, with 2,205 customers and 22.4 miles of mains.

Night flow indicator 1:  $309.2 \div 2,205 = 0.1402$  gpm per customer. Night flow indicator 2:  $309.2 \div 22.4 = 13.8$  gpm per mile.

4.8 Compared to the results at CTN1 in February, significant leakage potential exists in the combined TCM2 and Wilbarger #1 systems. Unfortunately, at this time, without conducting isolation tests, it is not possible to further determine in which District the greater loss may be.

### 5. CONCLUSIONS & RECOMMENDATIONS

- 5.1 In conclusion, it must be remembered that the minimum night flows indicated above are not all due to leaks. There is always some nighttime usage occurring and there will be very small undetectable leaks. Minimum night flows will never be zero.
- 5.2 Comparing quarterly NRW for the 3 districts sheds some interesting light:

	Avg NRW Gallons/ Mo	NRW %	Avg NRW gpm	MNF gpm (May 9-16)
Q1 2023	4,301,658	17.3%	99.6	
Q2 2023	6,998,333	23.1%	162.0	
Q3 2023	3,671,017	10.5%	85.0	
Q4 2023	10,162,387	29.9%	235.2	
Q1 2024	5,583,667	22.5%	129.3	
Q thru April 2024	4,929,567	19.1%	114.1	
April 2024	4,823,500	17.5%	111.7	354.0

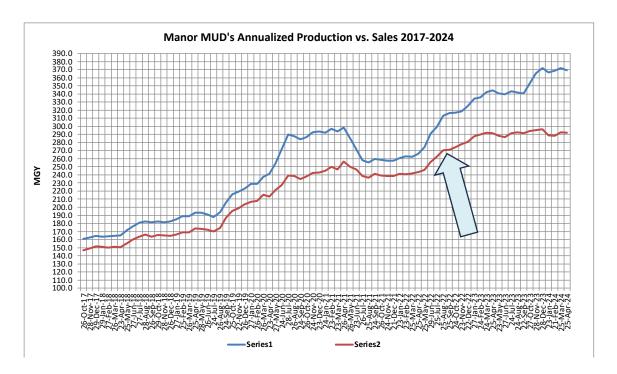
The volume of NRW appears to be declining since Q4 2023. Late summer and Fall volumes are likely impacted by high consumption and possibly metering issues.

Converting the volume of NRW to an equivalent in gpm confirms this decline and also suggests that the May nighttime minimums recorded at Shadow Glen Trace are much higher, probably due to increased usage (sprinkling).

5.3 There is low leakage potential in the CTN1 system and no leakage observed in the 24-in transmission main between Shadow Glen EST and Shadow Glen Trace.

District	Night Flow Indicator 1	Night Flow Indicator 2
	gpm/ customer	gpm/ mile
CTN1	0.0241	3.105
TCM2 & Wilbarger #1	0.1402	13.800

5.4 The production and sales data for the 3 districts shows a rising trend in NRW since the summer of 2022 (arrow), clearly shown in the following chart.



- 5.5 Significant leakage potential exists in the combined TCM2 and Wilbarger #1 systems. We suggest the following steps to localize the minimum night flow and then focus leak detection efforts in sections with greatest potential.
- On an overnight trial basis, the interconnect meter at Rosebud Isle should be utilized to monitor flows into the Wilbarger MUD #1 system. A small number of valves (3-4) would require closing for the test. At the same time flows can be monitored with the clamp-on meter at Shadow Glen Trace.
- 5.7 The difference in flows during such a test would show where the greater leak potential lies between the 2 districts.
- 5.8 Conduct detailed leak detection survey in the sector showing the greatest potential for leaks.
- 5.9 The districts should continue to schedule annual fire hydrant sounding surveys, starting in the fall of 2024.

The support of Crossroads personnel in preparing the sites and assisting with equipment installation for this project is greatly appreciated.

### NRW Consulting Services, Inc.

Austin, Texas May, 2024



April 2,2024

Mr. John Bartram Armbrust & Brown PLLC 100 Congress Avenue, Suite 1300 Austin, TX 78701

RE: AMR/AMI Metering - Crossroads Utility Service, LLC

Dear John,

Crossroads Utility Services, LLC has been asked for its recommendation on automatic meter reading (AMR) systems for our utility clients. Crossroads has several years of experience with installation, setup, and ongoing operation and maintenance of advanced metering infrastructure (AMI) and AMR systems within our customer base. Crossroads currently manages 14 water systems with fully deployed AMI or AMR systems. These 14 systems represent 28% of our total customer base.

Currently, Crossroads has experience with 2 AMI-supported systems and 1 AMR-supported system in use and fully integrated with our business software system. These include:

- 1. Badger Beacon AMI system (cell-based endpoint system);
- 2. Master Meter Harmony AMI system (radio frequency-based system); and
- 3. Neptune 365 AMR system (drive-by radio system).

Of these three metering systems, we currently recommend that our clients choose Master Meter's Harmony's AMI system based on its competitive cost, simplicity of installation, local distribution and support assistance in Georgetown, TX, and the relative cost of ongoing maintenance. Over the last several years, we have experienced issues with Badger's endpoints that have required additional purchases by utility clients and ongoing troubleshooting of endpoint issues and warranty claims. We currently don't have any ongoing issues with Neptune's AMR system, but the drive-by AMR system lacks most of the benefits of a real-time AMI user interface. For these reasons, we recommend that Districts who are interested in AMI systems choose Master Meter's Harmony AMI system.

Should you or the District have any questions about this recommendation, please let me know at 512-246-5913 or dhendrix@crossroadsus.com

With Regards,

Dennis Hendrix

Contract General Manager



101 REGENCY PARKWAY MANSFIELD, TX 76063 817-842-8000 FAX 817-842-8100

April 1, 2024

Travis County Municipal Utility District #2 c/o Mr. Dennis Hendrix 2601 Forest Creek Dr. Round Rock, TX. 78665

Dear Mr. Hendrix

This letter is to inform you that Master Meter is the Sole Source Manufacturer of the Master Meter Radio and Metering equipment that Travis County Municipal Utility District #2 has selected.

This equipment is manufactured and operates using the following US Patent(s): 8,157,160 and 7,775,160 and 8,448,845 respectively. As the Sole Source manufacturing entity, no other product is available with this exclusive patented technology.

Additionally, HydroPro Solutions, LLC is Master Meter's Sole Source Distributor of this patented Metering Technology. Master Meter has partnered with HydroPro Solutions as Master Meter's exclusive Premier AMR/AMI Distributor, which means HydroPro Solutions is the Sole Source Provider and support group of this patented technology servicing Travis County Municipal Utility District #2.

Best regards,

Tim Hanes

**Executive VP** 

Master Meter, Inc.

Tung a Hun

cc: Greg Broyles

Ric O'connor Neal Farmer

Chris Phillips

### **MASTER SERVICES AGREEMENT**

### Travis County Municipal Utility District No. 2

c/o Armbrust & Brown, PLLC

100 Congress Ave., Suite 1300 Austin, Texas 78701

&



HydroPro Solutions, LLC 907 Rockmoor Dr. Georgetown, TX 78628

### MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is made and entered into by and between HydroPro Solutions, LLC, a Texas limited liability company ("Company"), having a place of business at 907 Rockmoor Dr., Georgetown, TX 78628, and Travis County Municipal Utility District No. 2, a political subdivision of the State of Texas ("Client"), c/o Armbrust & Brown, PLLC, 100 Congress Ave., Suite 1300, Austin, TX 78701. Company and Client are referred to herein individually as a "Party" and collectively as the "Parties."

### **RECITALS**

- A. Client owns and operates a water utility system and provides retail water service to residents and customers of Client. As part of Client's provision of retail water service, Client meters water usage for billing and other purposes.
- B. In order to more effectively meter water usage, Client desires to engage Company to provide and install electronic water meters ("Meters") to record and transmit water usage data of Client's retail connections (the "Data"), and utilize meter data management software (the "Software") necessary for the access, management, analysis, and reporting of the Data. Client further desires to engage Company to provide Client certain services related to the Software, including training, customer engagement, integration, and management.

**THEREFORE**, in consideration of the mutual promises and covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### **AGREEMENT**

- 1. <u>Work</u>. Company will provide to Client the equipment, goods, materials, and services (the "**Work**") as more specifically described in Task Order No. I and Task Order No. II, attached collectively as <u>Exhibit "A"</u>, and incorporated into this Agreement for all purposes, for the amounts specified therein (each, a "**Task Order**"). This Agreement controls and governs all Work provided by Company for Client from and after the Effective Date and until such time as the Work is completed in accordance with this Agreement. Any modification, supplement, or amendment of a Task Order must be in writing and signed by an authorized representative of each of the Parties.
- 2. <u>Additional Task Orders</u>. In addition to the Work provided in Section 1 above, Company will, from time to time upon Client's request, provide certain services to Client and/or supply certain equipment, goods, or materials to Client ("Additional Work") as more specifically described in one or more task orders in the form attached hereto as <u>Exhibit "B"</u> (each, an "Additional Task Order"), or in another mutually agreeable form, which will describe the Additional Work and the corresponding cost for such Additional Work. An Additional Task Order executed by authorized representatives of each Party will be deemed part of this Agreement for all purposes.
- 3. <u>Term.</u> The effective date of this Agreement is the later of the dates shown on the signature lines of the Parties below ("Effective Date"). The initial term of this Agreement commences on the Effective Date and expires 10 years thereafter. Upon expiration of the initial term, this Agreement will automatically renew for successive one-year terms. Notwithstanding the foregoing, Company may terminate this Agreement by giving Client 90 days' prior written notice of such termination, and Client may terminate this Agreement by giving Company 90 days' prior written notice of such termination. Further, Client may terminate this Agreement immediately upon the provision of notice to Company if Client determines that Company has acted negligently or recklessly in the course of this Agreement.
- 4. <u>Client Responsibilities</u>. Client hereby acknowledges and agrees that, in order for Company to complete the Work as set forth in this Agreement, Client will use good faith efforts to cooperate with Company, promptly provide accurate information as reasonably requested by Company in connection with the Work, and make timely

payments in accordance with the terms of this Agreement. Client hereby designates Dennis Hendrix of Crossroads Utility Services LLC as its representative who will have the authority to make decisions on behalf of Client; provided, however, Company understands that certain decisions of Client may only be made upon a vote by Client's Board of Directors at a meeting of the Board. Client is responsible for providing Company with all information, as may be requested in writing by Company, regarding utility locations and other information reasonably pertinent to this Agreement and the Work. Client agrees to deliver prompt written notice to Company should it become aware of any default, or event which with the passage of time would be a default, as well as any other information which could impair Company's ability to complete the Work in accordance with this Agreement; however, Client does not waive its rights with respect to any default in the event it does not promptly provide written notice of default to Company.

- 5. Amount and Time of Payment. Client agrees to pay all compensation due to Company for Work or Additional Work, as reflected in the applicable Task Order or Additional Task Order, within 30 days after the first regular meeting of Client's Board of Directors occurring after invoice submittal, which must be submitted to the District's bookkeeper no later than 12:00 p.m., at least 5 business days before the date of the regular meeting of the Client's Board of Directors. All payments by Client hereunder are payable to <a href="https://example.com/hydro/hy
- 6. <u>Taxes and Fees</u>. Client is a governmental entity and is therefore tax exempt. If applicable, Client shall be responsible for: (i) all permits and related fees associated with the Work and any Additional Work that Company is not otherwise required to itself obtain under Section 7; and (ii) securing, at its sole cost and expense, any other necessary approvals, easements, assessments or required zoning changes in connection with this Agreement.
- 7. <u>Compliance with the Law.</u> In performance of the transactions hereunder, Company will obtain and hold all necessary permits and licenses and otherwise comply with all laws, rules, regulations and orders, federal, state or municipal, which are now or may hereafter become applicable to Company's business, the Work, and any Additional Work. If any of the terms of this Agreement conflict with any applicable federal, state or municipal rule, regulation, order or law, the applicable state, federal, or municipal regulation, order or law shall control.
- 8. <u>Software License</u>. Company hereby represents and warrants that (i) it has obtained the necessary license for use of the Software; and (ii) its performance of the Work on behalf of the Client, and Client's use of the Data, shall in no way infringe on any intellectual property rights with respect to the Software.
- 9. <u>Safety</u>. In its performance of the Work and any Additional Work, Company shall comply with all applicable safety standards, laws, and regulations.
- 10. <u>Insurance</u>. During the term of this Agreement, Company will secure and maintain, at its sole cost and expense, insurance as follows: (a) comprehensive general liability insurance, \$1,000,000 per occurrence and \$2,000,000 aggregate; (b) workers' compensation insurance in accordance with applicable law; (c) employer's liability insurance providing \$1,000,000 per occurrence for bodily injury, illness or death by accident of any employee of the primary insured; (d) motor vehicle liability insurance, \$1,000,000 per accident; and (e) excess/umbrella liability insurance, \$3,000,000 per occurrence and \$3,000,000 aggregate. Such policies must be payable on an "occurrence" rather than a claims made" basis and must name Client as an additional insured by appropriate endorsement. Company must provide evidence of such insurance prior to beginning the Work. Company will require that its insurance provider waive any rights of subrogation against Client arising from payments made by such insurer under Company's commercial general liability and umbrella liability. Company'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: 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 **B++ VII** or better. All insurance policies must provide that they may not be cancelled or modified without 30 days' prior written notice to Client and that they are primary and noncontributory over any insurance that may be carried by Client. None of the requirements of this Agreement with regard to insurance will limit, qualify, or quantify the obligations and liabilities of Company under this Agreement or with respect to the services provided by Company pursuant to this Agreement.
- 11. <u>INDEMNIFICATION</u>. AS A MATERIAL PART OF THE CONSIDERATION FOR THIS AGREEMENT, COMPANY AGREES TO WHOLLY INDEMNIFY, DEFEND, AND HOLD HARMLESS CLIENT AND ITS DIRECTORS, OFFICERS, AND AGENTS FROM ALL CLAIMS, LOSSES, EXPENSES, AND LIABILITIES, INCLUDING COSTS, LITIGATION EXPENSES, AND ATTORNEYS' FEES (COLLECTIVELY, "LOSSES"), ARISING FROM OR RELATING TO THE WORK, INCLUDING LOSSES ARISING OUT OF OR RELATING TO DAMAGE TO PROPERTY, INJURY TO OR DEATH OF PERSONS (INCLUDING THE PROPERTY AND PERSONS OF THE PARTIES AND THEIR AGENTS, SERVANTS, CONTRACTORS, AND EMPLOYEES), LOSS OF USE OF PROPERTY, LOSS OF REVENUE, ECONOMIC OR OTHER LOSSES, AND ANY NON-COMPETITION, EMPLOYMENT, OR OTHER SIMILAR AGREEMENT AFFECTING COMPANY'S PERSONNEL. THE OBLIGATIONS IN THIS SECTION APPLY WHETHER ALLEGED OR ACTUAL NEGLIGENT OR GROSS NEGLIGENT ACTS OR OMISSIONS OR OTHER FAULT OF CLIENT CAUSED THE LOSS IN WHOLE OR IN PART. THESE OBLIGATIONS INCLUDE WITHOUT LIMITATION, CLAIMS BY COMPANY'S EMPLOYEES AGAINST CLIENT.

COMPANY FURTHER AGREES TO WHOLLY DEFEND, INDEMNIFY AND HOLD HARMLESS CUSTOMER FROM ANY AND ALL DAMAGES, LOSSES, EXPENSES, AND LIABILITIES, INCLUDING COSTS, LITIGATION EXPENSES, AND ATTORNEYS' FEES, INCURRED BY CLIENT IN RESPONSE TO A CLAIM BY A THIRD PARTY WHICH ALLEGES THAT THE SOFTWARE UTILIZED HEREUNDER INFRINGES UPON THE PATENTS OR COPYRIGHTS OF SUCH THIRD PARTY

- 12. NO CONSEQUENTIAL OR INDIRECT DAMAGES. EXCEPT AS OTHERWISE PROVIDED, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF USE, DATA, REVENUE OR PROFIT, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, DOWNTIME COSTS, ANY IN/OUT COSTS, OR MANUAL METER READ COSTS AND EXPENSES, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 13. Warranty. Company hereby assigns to Client all warranties and guarantees of the manufacturers or suppliers of any materials, products, and equipment provided by Company under this Agreement. Company further warrants that the Work and any Additional Work provided under this Agreement will be provided in a safe and good and workmanlike manner, and that all materials, products, and equipment provided under this Agreement will be new and of excellent working condition. Further, Company warrants that full metering service and access to the customer portal will be available for at least 97.5% of time during each calendar month following initial installation of the Allegro base station and repeaters in accordance with that certain Fixed Network Infrastructure Lease Agreement by and between Wilbarger Creek Municipal Utility District No. 2, in its capacity

as the "Master District" under the Amended and Restated Contract for Financing and Operation of Regional Waste Collection, Treatment and Disposal Facilities; Regional Water Supply and Delivery Facilities; and Regional Drainage, Including Water Quality, Facilities dated March 6, 2003. Company is not responsible if access to the Meters and customer portal are lost and/or disrupted due to actions by Client.

- 14. <u>Client Events of Default</u>. The following events shall be considered events of default of Client: (a) the failure of Client to make payments in accordance with this Agreement and the applicable Task Order; or (b) failure of Client to comply with any of the material terms of this Agreement or any Task Order. If Client fails to cure any monetary event of default within ten (10) days of written notice of such default, or any non-monetary default within thirty (30) business days of written notice of such default, Company may exercise any and all remedies available to it under applicable law and this Agreement, including, but not limited to, immediately terminating this Agreement upon the provision of written notice to Client.
- 15. <u>Company Events of Default</u>. The following events shall be considered events of default of Company: failure of Company to comply with any of the terms of this Agreement or any Task Order. If Company fails to cure any event of default within thirty (30) business days of written notice of such default, Client may exercise any and all remedies available to it under applicable law and this Agreement, including, but not limited to, immediately terminating this Agreement.
- 16. <u>Insolvency</u>. In the event that either Party becomes insolvent or makes an assignment for the benefit of creditors or is adjudicated bankrupt or admits in writing that it is unable to pay its debts, or should any proceedings be instituted under any state or federal law for relief of debtors or for the appointment of a receiver, trustee, or liquidator of either Party, or should voluntary petition in bankruptcy or a reorganization or any adjudication of either Party as an insolvent or a bankrupt entity be filed, or should an attachment be levied upon either Party's equipment and not removed within 5 days therefrom, the other Party shall have the right to cancel this Agreement and to terminate immediately all Work hereunder without further obligation.
- Force Majeure. Any delay in or failure to perform by a Party, other than payment of money, will not constitute a default that exposes it to liability for breach if and only to the extent the delay or failure to perform is caused by an occurrence beyond the reasonable control of the Party, including, but not limited to, an act of God or the public enemy; expropriation or confiscation of facilities; compliance with any order or requirement or any governmental authority; act of war, rebellion or sabotage or damage resulting therefrom; fire, flood, hurricane, tornado, or explosion; riots or strikes or other concerted acts of workmen, whether direct or indirect. For avoidance of doubt, force majeure shall not include any of the following unless otherwise caused by force majeure: (a) economic hardship, (b) changes in market conditions, (c) late delivery or failure to receive materials, (d) nonperformance of subcontractors, or (e) rain, snow, ice or other adverse weather events unless unusual in nature or involving a named storm event. In the event of force majeure, the Party claiming force majeure will furnish the other Party with written notice setting forth the full particulars of the force majeure claimed, as soon as reasonably possible after the occurrence of the force majeure, and the obligations of that Party, so far as they are affected by such force majeure, will be suspended during the continuance of any inability so caused and for the minimum time thereafter reasonably necessary to commence or resume Work, but for no longer. The Party relying upon such force majeure must use due diligence and all reasonable efforts (including reasonable expenditure of money) to mitigate the effects of, and overcome, the cause of force majeure. If a force majeure event exceeds 60 days, either Party may cancel this Agreement.
- 18. <u>Hazardous Materials</u>. The Work expressly excludes any Work of any nature associated or connected with the identification, abatement, cleanup, control, removal, or disposal of any materials, substances, chemicals or wastes recognized as hazardous or toxic under applicable laws, regulations, rules, ordinances or by any governmental body ("**Hazardous Materials**"). Client warrants and represents that, to the best of Client's knowledge, there is no asbestos or other Hazardous Materials in areas that Company will be required to provide the Work or will in any way affect the Work. If Company is made aware of or suspects the presence of Hazardous Materials, the Company reserves the right to stop the Work or Additional Work until the condition is corrected. Client shall remain responsible for any claims or damages arising out of or resulting from Hazardous Materials

of which Client does not provide prior notice to Company. In the event Client provides prior notice to Company of Hazardous Materials, Company retains the right to stop work at such site as notified.

- 19. <u>Customer Data</u>. The Parties agree that all of Client's retail customer billing information, personally identifiable information, and other related data or information ("**Customer Data**") is and will remain the sole and exclusive property of Client. The company will disclose Customer Data only to the extent necessary to provide service to Client and Client's retail customers under this Agreement. Customer Data will otherwise not be released by the Company without the prior written consent of the Client.
- 20. <u>Choice of Law</u>. The law governing this Agreement shall be that of the State of Texas in force at the date of this Agreement, excepting any conflict of law's provisions that provide for the application of the laws of another jurisdiction. Company and Client agree that the exclusive venue for any lawsuit arising from or in connection with the terms of this Agreement, the Work, or any Additional Work shall be in the courts of competent jurisdiction located in Travis County, Texas.
- 21. <u>Waiver</u>. No waiver of any provision or condition of this Agreement is implied or imputed by reason of a Party's failure to complain or to seek remedies on account of any previous breach or violation.
- 22. <u>Severability</u>. If any provision of this Agreement is found to be invalid or unenforceable, that provision will be disregarded by the Parties and the balance of this Agreement will be enforced as the integrated written agreement of the Parties.
- 23. <u>Attorneys' Fees</u>. Any Party who substantially prevails (giving due consideration to all relevant circumstances and not merely to which Party obtains a judgment or recovery in its favor) in asserting or defending a claim or suit arising out of this Agreement, the Work, or any Additional Work, is entitled to, in addition to all other damages allowed under law, its costs, fees, and expenses, including reasonable attorneys' fees and costs.
- 24. <u>Notice</u>. The service of all written notice or other communications required or permitted under this Agreement shall be sufficient if mailed to Company or Client by certified mail, return receipt requested, at the appropriate address set forth above, or at such addresses as each Party may subsequently provide in writing with specific reference to this Agreement. Any such notices mailed to such address shall be effective when deposited in the United States mail, duly addressed and with postage prepaid.
- 25. <u>Change in Law</u>. This Agreement is based on laws existing at the time of its execution. In the event of any significant changes in governmental enforcement practices, revisions or new laws, including, without limitation, those related to taxes, permits, fees and duties, that have the effect of substantially increasing Company's burden, including, but not limited to, cost, time-consumption and risk exposure, the Parties will in good faith cooperate to negotiate an amendment to this Agreement that is fair and equitable to both Parties under the new circumstances.
- 26. Relationship of the Parties. Company is an independent contractor, and neither Company nor anyone employed by Company shall be deemed for any purpose to be an employee, agent, partner, servant or representative of Client. It is expressly agreed that this Agreement shall not create a partnership, joint venture, association, joint enterprise, or any other relationship giving rise to joint and several liability between the Parties. This Agreement shall not impose on Company any fiduciary duty, or any greater standard of care beyond that imposed on each party to an arms-length commercial agreement between parties having no special relationship with one another. All matters pertaining to the employment, supervision, compensation, promotion, and discharge of any employees of any Party hereto are the responsibility of that Party, alone, each Party is in all respects the employer of such Party's employees, and all employment arrangements are solely the concern of the relevant employer and the other Party shall have no liability with respect thereto.
  - 27. Entire Agreement. This Agreement, each Task Order, and any Additional Task Order entered into by

the Parties constitute the entire agreement between the Parties relating to the performance of Work and any Additional Work, and supersedes any previous written agreement and/or any previous or subsequent oral understandings or agreements between the Parties with respect to same.

- 28. <u>Assignment</u>. The Parties, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Company will not assign this Agreement, nor any monies due or to become due to it hereunder, without the prior written consent of Client. Client may, without Company's consent, assign this Agreement.
- 29. <u>Standard of Care</u>. All Work and any Additional Work will be of good quality and will be performed in a professional manner. The standard of care for all Work and any Additional Work will be the care and skill ordinarily provided by competent individuals practicing under similar circumstances and as expeditiously as is prudent considering the ordinary skill and care of a competent individual in similar circumstances.
- 30. Ownership of Documents. All documents, including original drawings, estimates, specifications, designs, periodic construction progress notes, computer files, and data will be the property of Client. All materials and information that are the property of Client and all copies or duplications thereof will be delivered to Client by Company at no cost to Client within fourteen (14) days after termination of this Agreement.
- 31. <u>Amendments</u>. Any modification, supplement or amendment of this Agreement, any Task Order, or any Additional Task Order (including, but not limited to, any modification, supplement, or amendment resulting from a change in the Work to be performed under this Agreement), must be in writing, signed by an authorized representative of each of the Parties, which expressly references this Agreement, the applicable Task Order, or any Additional Task Order and acknowledges and confirms the intention of the Parties to so modify, supplement, or amend the terms and provisions of this Agreement, the applicable Task Order, or any Additional Task Order.
- 32. <u>Authority</u>. Each person executing this instrument on behalf of a Party represents that he or she is an authorized representative of and has the authority to sign this document on behalf of the respective Party.
- 33. Counterparts; Electronic Transmission and Storage. This Agreement and any Task Order may be executed in counterparts (and by the Parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement or any Task Order by telecopy or other electronic means shall be effective as delivery of a manually executed counterpart of the same, and an electronically stored, executed version of this Agreement shall be deemed an original.
- 34. <u>Addendum to Agreement</u>. Attached hereto as <u>Exhibit "C"</u> is an addendum to the Agreement which is hereby incorporated into the Agreement for all purposes.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by an authorized person, as set forth below.

<b>COMPANY</b> :	<u>CLIENT</u> :
HydroPro Solutions, LLC	Travis County Municipal Utility District No. 2
By: Maurice de Vries	By:
Name: Maurice deVries	Name:
Title: CFO	Title:
Date: <u>06/13/24</u>	Date:

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by an authorized person, as set forth below.

<b>COMPANY</b> :	<u>CLIENT</u> :
HydroPro Solutions, LLC	Travis County Municipal Utility District No. 2
By:	By: Wilm
Name:	Name: Wilmer Roberts
Title:	Title: President, Board of Directors
Date:	Date: June 5, 2024

### **EXHIBIT "A"**

### TASK ORDER NO. I Water Meter Supply and Installation/Software License and Training

The work and/or equipment, goods, or materials (s) described below will be provided by Company in accordance with the Agreement to which this Task Order is attached.

SCOPE OF SERVICES: Supply and Installation of Master Meter Radio Read Water Meters and Software Training.

These services include the labor to change out a meter from the existing meter nut to meter nut. Company does not provide any services requiring a licensed electrician that may arise. Company will work with Client to address this item in the event such a need arises. All services are based on known and discovered quantities of needed units to complete the project. Any updated number of units needed based on field discovery during the deployment process may be used to increase and/or decrease actual number of needed units following mutual written authorization (which may be by email) between Company and Client.

Any abnormal installation requiring a wide variance from this Scope of Services may be subject to pricing adjustment and/or Company reserves the right to skip such abnormal installation site(s). Difficult access applications (such as in locked back yards) are subject to a \$25.00 fee. At the time of change-out, all new meter data will be captured, GPS coordinates will be captured, two installation pictures will be taken, and the data will be managed for a paperless input process (it is the responsibility of Client to contact its Billing/CIS Software Provider and make arrangements for the permanent software interface to Master Meter Software). Company will provide assistance with regard to coordinating software companies.

Company will take great care when executing a meter installation. Company will be responsible for any damage resulting from the meter change out up to 8" on either side of the meters. Any existing meter applications that show signs of damage, failure, abnormal application, and/or existing improper meter/meter pit installation will be addressed individually with Client. Such existing meter applications that show signs of damage, failure, abnormal application, and/or existing improper meter/meter pit installation may be the responsibility of Client, and Company reserves the right to skip these installation(s). Company is your partner to develop any additional repair and/or replacement options for abnormal, damaged, and/or failure prone existing meter applications. Company is not responsible for any existing problems for any meter applications that are present prior to the services or experienced following the close of the services not as a result of mis-installation.

Company will provide (i) Client with a customer portal for use by Client's customers to track water usage and related metrics; and (ii) billing integration and training to Client and Client's utility operator, as necessary to enable Client to fully utilize the capabilities of the Software. Company will also provide Client customer engagement services in connection with the Software and the customer portal on an as-needed basis.

<u>Item</u>	Quantity	Per Unit Price	Total Price
Residential Equipment and Installation			
5/8"x3/4" Master Meter Allegro Meters	1083	\$310.00	\$335,730.00
<sup>3</sup> / <sub>4</sub> " Master Meter Allegro Meters	1	\$355.00	\$355.00
1" Master Meter Allegro Meters	2	\$450.00	\$450.00
2" Master Meter Allegro Meters	12	\$1,800.00	\$21,600.00
19" Round Meter Box Lids	500	\$73.00	\$36,500.00
Installation of 5/8"x3/4" and 1" Meters	1086	\$85.00	\$92,310.00
Installation of 1-1/2" and 2" Meters	12	\$500.00	\$6,000.00
Meter Box Lid Replacement	500	\$15.00	\$7,500.00
Project Management and Software			
HydroPro Solutions Project Management	1	\$15,000.00	\$15,000.00
Harmony Billing Integration and Training	1	\$7,500.00	\$7,500.00
My Water Advisor Customer Portal	1	\$10,000.00	\$10,000.00
HydroPro Solutions Network Sharing	1	\$10,000.00	\$10,000.00
Onsite Storage and Disposal Fee	1	\$2,500.00	\$2,500.00
		TOTAL PRICE:	\$565,265.00

<sup>\*</sup>All quantities are based on meter counts provided by Crossroads Utility Services on behalf of Client. These are subject to change based on the discovery of unknown meter units.

### **CLIENT RESPONSIBILITIES**

Adhere to the terms and conditions of the Master Services Agreement. Following the execution of the Master Services Agreement, Client will make all reasonable efforts to begin ordering material set forth in Task Order No. I by an initial target date of July 31, 2024. Client will provide prior notice for any orders and maintain ongoing updated information relating to past, present, and future material orders related to these services.

### WARRANTY

In accordance with Section 13 of the Agreement, all materials and equipment will be warranted as per the manufacturer's supplied warranty, which warranty will pass to Client upon installation. All installation work is warranted for 1 year from the time of completion. Company will further provide ongoing support and services as needed to Client.

### **COST**

See SCOPE OF SERVICES above.

[Signature Page Follows]

<sup>\*</sup>Any needed fittings and/or abnormal installation requirements for large meter applications will be identified in a field audit and treated separately from this Task Order No. I.

Company:
HydroPro Solutions, LLC
By:
Name:
Title:
Dated this day of, 2024
Client:
Travis County Municipal Utility District No. 2
By:
Name:
Title:
Dated this day of, 2024

### TASK ORDER NO. II

### **Project Hosting/Support Services**

The services described below will be provided by Company in accordance with the Agreement to which this Task Order is attached.

### SCOPE OF SERVICES:

Company will provide hosting and support for the Harmony Master Meter network for a price of \$.95 per active Meter, per month. Company will provide Client a monthly update stating the number of Meters purchased, installed, and activated by Client. Hosting and support will include, without limitation, data collection and transmission services to each installed Meter, processing and management of the Data, and cloud-based storage of the Data. The company will make its best efforts to ensure that the Harmony Master Meter network is working properly at all times.

<u>Item</u>	Quantity	Per Unit Price	Total Price
Recurring Monthly Fees			
Harmony MDM Hosting and Support	1098	\$0.95	\$1,043.00
		TOTAL PRICE:	\$1,043.00

#### PRICE OF SERVICES

The price for the Scope of Services set forth above will remain unchanged through December 31, 2029. Client understands that the price for such services may be adjusted to reflect then-current market conditions for the 12-month period beginning January 1, 2030 and annually thereafter, all in accordance with the procedures and formula set forth below. Company will calculate the revised price for the services annually and will submit the calculation to Client at least 60 days prior to the date that the revised price is to become effective. Company's revised compensation will be based on the Consumer Price Index – All Urban Consumers – United States Bureau of Labor Statistics, South Urban Area ("*CPI-U*"), and will be calculated using the following formula:

<u>Current Price</u> x <u>1 + A</u> = <u>Revised Price</u>, where A is equal to the lesser of 3% or the percentage difference between the most recently available monthly CPI-U and the CPI-U for the same month in the previous year.

In no event will the price for services increase more than 3.00% per year unless the Scope of Services consistent with this Agreement has been changed and mutually agreed upon to require an increase of more than 3.00%.

Company:

HydroPro So	olutions, LLC	
By:		
Name:		
Title:		
Dated this	day of	, 2024
Client:  Travis Coun	ty Municipal U	tility District No. 2
By:		
Name:		
Title:		
Dated this	day of	. 2024

#### **EXHIBIT "B"**

#### FORM OF TASK ORDER

TASK ORDER NO. \_\_\_\_ The work and/or equipment, goods or materials (s) described below will be provided by Company in accordance with the Master Services Agreement dated effective SCOPE OF SERVICES: Per Unit Price Item Quantity **CLIENT RESPONSIBILITIES:** Adhere to the terms and conditions of the Master Services Agreement. Client will provide prior notice for any orders and maintain ongoing updated information relating to past, present, and future material orders related to these services. PERIOD OF PERFORMANCE: WARRANTY: All work will be warranted as per manufacturers supplied warranty. Company will further provide ongoing support and services to Client as needed. COST: See SCOPE OF SERVICES above. Company: HydroPro Solutions, LLC By: Name: Title: \_\_\_\_ day of \_\_\_\_\_, \_\_\_ Client: Travis County Municipal Utility District No. 2 By:

Name:
Title:
Dated this \_\_\_\_ day of \_\_\_\_\_, \_\_\_

#### **EXHIBIT "C"**

#### CONTRACT ADDENDUM

This Contract Addendum (this "Addendum") is incorporated into the attached Master Services Agreement (the "Agreement") between HydroPro Solutions, LLC, ("Company") and Travis County Municipal Utility District No. 2 ("Client"). If there is any conflict between the terms of the Agreement and this Addendum, the terms of this Addendum will control.

- 1. <u>Interested Parties</u>. Company acknowledges that Texas Government Code Section 2252.908 (as amended, "Section 2252.908") requires disclosure of certain matters by contractors entering into a contract with a local government entity such as Client. Company confirms that it has reviewed Section 2252.908 and, if required to do so, will (1) complete a Form 1295, <u>using the unique identification number specified on page 1 of the Agreement</u>, and electronically file it with the Texas Ethics Commission ("TEC"); and (2) submit the signed Form 1295, <u>including</u> the certification of filing number of the Form 1295 with the TEC, to Client at the same time Company executes and submits the Agreement to Client. Form 1295s are available on the TEC's website at <a href="https://www.ethics.state.tx.us/filinginfo/1295/">https://www.ethics.state.tx.us/filinginfo/1295/</a>. The Agreement is not effective until the requirements listed above are satisfied and any approval or award of the Agreement by Client is expressly made contingent upon Company's compliance with these requirements. The signed Form 1295 may be submitted to Client in an electronic format.
- 2. <u>Conflicts of Interest</u>. Company acknowledges that Texas Local Government Code Chapter 176 (as amended, "<u>Chapter 176</u>") requires the disclosure of certain matters by contractors doing business with or proposing to do business with local government entities such as Client. Company confirms that it has reviewed Chapter 176 and, if required to do so, will complete and return Form CIQ promulgated by the TEC, which is available on the TEC's website at <a href="https://www.ethics.state.tx.us/forms/conflict/">https://www.ethics.state.tx.us/forms/conflict/</a>, within seven days of the date of submitting the Agreement to Client or within seven days of becoming aware of a matter that requires disclosure under Chapter 176, whichever is applicable.
- 3. <u>Verification Under Chapter 2271, Texas Government Code</u>. If required under Chapter 2271 of the Texas Government Code (as amended, "<u>Chapter 2271</u>"), Company represents and warrants that, at the time of execution and delivery of the Agreement, neither Company, nor any wholly or majority-owned subsidiary, parent company, or affiliate of Company that exist to make a profit, boycott Israel or will boycott Israel during the term of the Agreement, or are companies that are identified on a list prepared and maintained by the Texas Comptroller of Public Accounts (the "<u>Comptroller</u>") described in Subchapter B of Chapter 808 of the Texas Government Code and posted on the Comptroller's internet website at:

#### https://comptroller.texas.gov/purchasing/publications/divestment.php

The foregoing verification is made solely to comply with Chapter 2271, to the extent such Chapter does not contravene applicable Federal law. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Company understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with Company.

4. <u>Verification Under Subchapter F, Chapter 2252, Texas Government Code</u>. For purposes of Subchapter F of Chapter 2252 of the Texas Government Code (as amended, "<u>Subchapter F</u>"), Company represents and warrants that, neither Company, nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of Company that exist to make a profit, are companies identified on a list prepared and maintained by the Comptroller described within Subchapter F and posted on the Comptroller's internet website at:

https://comptroller.texas.gov/purchasing/publications/divestment.php

The foregoing representation is made solely to comply with Subchapter F, to the extent such subchapter does not contravene applicable Federal law, and excludes companies that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan, Iran, or a foreign terrorist organization. Company understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with Company.

- 5. Verification Under Chapter 2274, Texas Government Code, Relating to Contracts with Companies that Discriminate Against the Firearm and Ammunition Industries. If required under Chapter 2274, Company represents and warrants that, at the time of execution and delivery of the Agreement, neither Company, nor any wholly or majority-owned subsidiary, parent company, or affiliate of Company that exists to make a profit, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or will discriminate during the term of the Agreement against a firearm entity or firearm trade association. The foregoing verification is made solely to comply with Chapter 2274. As used in the foregoing verification, the terms "discriminate against a firearm entity," "firearm entity," and "firearm trade association" have the meanings ascribed to them in Section 2274.001 of the Texas Government Code.
- 6. <u>Verification Under Chapter 2276, Texas Government Code, Relating to Contracts With Companies Boycotting Certain Energy Companies</u>. If required under Chapter 2276 of the Texas Government Code (as amended, "<u>Chapter 2276</u>"), Company represents and warrants that, at the time of execution and delivery of the Agreement, neither Company, nor any wholly or majority-owned subsidiary, parent company, or affiliate of Company that exists to make a profit, boycott energy companies or will boycott energy companies during the term of the Agreement, or are companies that are identified on a list prepared and maintained by the Texas Comptroller of Public Accounts (the "<u>Comptroller</u>") described in Subchapter B of Chapter 809 of the Texas Government Code and posted on the Comptroller's internet website at

#### https://comptroller.texas.gov/purchasing/publications/divestment.php

The foregoing verification is made solely to comply with Chapter 2276. As used in the foregoing verification, "boycott energy companies" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (1) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law or (2) does business with a company described in the preceding section (1).

## **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.			OFFICE USE	
ì.	Name of business entity filing form, and the city, state and country of the business of business.			icate Number: -1172098	
	HydroPro Solutions		D.4. I	=:aa	
_	GEORGETOWN, TX United States	ah tha farm is	Date I 06/06	Filed: 5/2024	
2	Name of governmental entity or state agency that is a party to the contract for which being filed.	on the form is		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
	Travis County Municipal Utility District #2		Date /	Acknowledged:	
3	Provide the identification number used by the governmental entity or state agency description of the services, goods, or other property to be provided under the cont	to track or identify tract.	the co	ontract, and prov	ide a
	20240605-MSA				
	Metering Hardware and Software				
1				Nature of	interest
+	Name of Interested Party City, State, Cour	ntry (place of busine	ess)	(check ap	
_				Controlling	Intermediary
		<u></u>			
5	Check only if there is NO Interested Party.				
6	UNSWORN DECLARATION				
	My name is Broyles	, and my date of t	oirth is	10-20-1	976_
	My address is 705 DreAm CALCHER DR. LEAN (cited)		ate)	78641 (zip code)	(country)
	I declare under penalty of perjury that the foregoing is true and correct.				10
	Executed inCounty, State ofC	cas, on the _	Le 0	day of Tunle (month)	, 20 <u>24</u> (year)
	Galen Broy	75		104.00	
	Signature of aut	horized agent of cont (Declarant)	racting	business entity	

## **CERTIFICATE OF INTERESTED PARTIES**

FORM **1295** 

1 of 1

	Complete Nos. 1 - 4 and 6 if there are interested parties.			OFFICE USE	
	Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.			ERTIFICATION	OF FILING
1	Name of business entity filing form, and the city, state and count of business.	try of the business entity's pla		rtificate Number: 24-1172098	
	HydroPro Solutions				
2	GEORGETOWN, TX United States	a contract for which the form		te Filed: /06/2024	
2	Name of governmental entity or state agency that is a party to th being filed.	e contract for which the form		0012024	
	Travis County Municipal Utility District #2			te Acknowledged: /13/2024	
3	Provide the identification number used by the governmental enti- description of the services, goods, or other property to be provided		identify the	contract, and prov	vide a
	20240605-MSA	ieu unuer the contract.			
	Metering Hardware and Software				
4				Nature of	
-	Name of Interested Party	City, State, Country (place o	f business)	· -	
				Controlling	Intermediary
5	Check only if there is NO Interested Party.				
6	UNSWORN DECLARATION				
	My name is	, and my	date of birth	ı is	
	My address is(street)	,(city)	, (state)	(zip code)	(country)
	I declare under penalty of perjury that the foregoing is true and correc	*			
	Executed inCount	y, State of,	on the	day of (month)	
					,
				<del> </del>	
		Signature of authorized agen (Declarar		ing business entity	

### RESOLUTION EXPRESSING OFFICIAL INTENT TO REIMBURSE CERTAIN COSTS

#### [ADVANCED METERING INFRASTRUCTURE (AMI) WATER METER PROJECT]

**WHEREAS**, Travis County Municipal Utility District No. 2 (the "<u>District</u>") is a conservation and reclamation district and political subdivision of the State of Texas; and

**WHEREAS**, the District expects to make expenditures ("<u>Expenditures</u>") in connection with the planning, acquisition, and installation of the project described on <u>Exhibit "A"</u> hereto (the "<u>Project</u>") prior to the issuance of tax-exempt obligations (collectively and individually, the "<u>Obligations</u>"); and

**WHEREAS**, in order to reimburse the Expenditures through the issuance of the Obligations, a prior expression of intent to finance or refinance is required by Federal or state law; and

**WHEREAS**, the District finds, considers, and declares that reimbursement for the Expenditures will be appropriate and consistent with the lawful objectives of the District and, as such, chooses to declare its intention in accordance with the provisions of Section 1.150-2 of the Treasury Regulations to reimburse itself for its payments for the Expenditures at such time as it issues Obligations to finance the Project;

## THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DISTRICT THAT:

<u>Section 1.</u> The District reasonably expects to incur debt, as one or more series of Obligations and expects to expend a maximum amount of \$565,256.00 for the purpose of paying the costs of the Project prior to the issuance of the Obligations.

<u>Section 2.</u> All costs to be reimbursed pursuant to this Resolution will be capital expenditures. No Obligations will be issued by the District in furtherance of this Resolution more than 18 months after the later of (1) the date the Expenditures are paid or (2) the date on which the Project, with respect to which the Expenditures were made, is placed in service.

<u>Section 3.</u> The foregoing notwithstanding, no Obligations will be issued pursuant to this Resolution more than three years after the date any Expenditure that is to be reimbursed is made.

<u>Section 4.</u> This Resolution may be executed in multiple counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. A digital signature, a facsimile or other electronic copy of an original signature, and/or a counterpart transmitted electronically (*e.g.*, by fax, email, text, or similar means), will be deemed to be, and will have the same force and effect as, an original signature for all purposes.

\* \* \*

[Signature page follows.]

## PASSED AND APPROVED the 5<sup>th</sup> day of June, 2024.

(SEAL)



TRAVIS COUNTY MUNICIPAL **UTILITY DISTRICT NO. 2** 

Wilmer Roberts, President **Board of Directors** 

ATTEST:

Tracy T. Johnson, Secretary Board of Directors

### EXHIBIT "A"

### THE PROJECT

[Install smart water meters to all customers.]

## cilrıx RightSignature

#### SIGNATURE CERTIFICATE



ed983490e9284e421b920577fc830dc82643304cf50aef7ed911098e8e97eaba

TRANSACTION DETAILS **DOCUMENT DETAILS** Reference Number **Document Name** 04FDE5A8-6C96-4D84-9D1A-7680D0FC724F TC2 - Resolution Expressing Official Intent to Reimburse Certain Costs **Transaction Type** Filename Signature Request \_Resolution\_Expressing\_Official\_Intent\_to\_Reimburse\_Certain\_Costs\_smart\_water\_meters\_.pdf Sent At **Pages** 06/13/2024 13:58 CDT 3 pages **Executed At Content Type** 06/17/2024 17:35 CDT application/pdf **Identity Method** File Size email 79.3 KB **Distribution Method** 

**Original Checksum** 

Signed Checksum

2113179b2dc29e373236f2218f175e711ad19eea4c79f2b98e9a772a492b98fe

Signer Sequencing

Disabled

email

**Document Passcode** 

Disabled

#### **SIGNERS**

SIGNER	E-SIGNATURE	EVENTS
Name	Status	Viewed At
Tracy Johnson	signed	06/17/2024 17:35 CDT
Email	Multi-factor Digital Fingerprint Checksum	Identity Authenticated At
tjohnson11512@hotmail.com	5da03fc2cd6c8447515afc5bc0fe75a23f82d937d23a0b7aa941cafdb8ec557b	06/17/2024 17:35 CDT
Components	IP Address	Signed At 06/17/2024 17:35 CDT
I	70.113.78.53	06/17/2024 17.33 GD1
	Device	
	Microsoft Edge via Windows	
	Drawn Signature	
	Tracy chruen	
	Signature Reference ID 1673B552	
	Signature Biometric Count 4	
Name	Status	Viewed At
Wilmer Roberts	signed	06/13/2024 14:09 CDT
Email	Multi-factor Digital Fingerprint Checksum	Identity Authenticated At
robertswiljan@sbcglobal.net	9c69e117942a4b54fc5610f6fd8648e84bc12e99623bdbf6b4fb1b44b0b46720	06/13/2024 14:10 CDT
Components	IP Address 172.56.95.188	<b>Signed At</b> 06/13/2024 14:10 CDT
	Device	
	Mobile Safari via iOS	
	Drawn Signature	
	surfig.	
	Signature Reference ID 5C042795	
	Signature Biometric Count	
	3	

#### **AUDITS**

TIMESTAMP	AUDIT
06/13/2024 13:58 CDT	Lina Jarmond (ljarmond@abaustin.com) created document 'TC2 - Resolution_Expressing_Official_Intent_to_Reimburse_Certain_Costs_smart_water_meterspdf' on Firefox via Windows from 52.45.54.47.
06/13/2024 13:58 CDT	Tracy Johnson (tjohnson11512@hotmail.com) was emailed a link to sign.
06/13/2024 13:58 CDT	Wilmer Roberts (robertswiljan@sbcglobal.net) was emailed a link to sign.
06/13/2024 14:09 CDT	Wilmer Roberts (robertswiljan@sbcglobal.net) viewed the document on Mobile Safari via iOS from 172.56.95.188.

TIMEOTAMA	ALIDIT
TIMESTAMP	AUDIT
06/13/2024 14:10 CDT	Wilmer Roberts (robertswiljan@sbcglobal.net) authenticated via email on Mobile Safari via iOS from 172.56.95.188.
06/13/2024 14:10 CDT	Wilmer Roberts (robertswiljan@sbcglobal.net) signed the document on Mobile Safari via iOS from 172.56.95.188.
06/17/2024 17:34 CDT	Tracy Johnson (tjohnson11512@hotmail.com) viewed the document on Microsoft Edge via Windows from 70.113.78.53.
06/17/2024 17:35 CDT	Tracy Johnson (tjohnson11512@hotmail.com) viewed the document on Chrome via Windows from 40.94.34.57.
06/17/2024 17:35 CDT	Tracy Johnson (tjohnson11512@hotmail.com) authenticated via email on Microsoft Edge via Windows from 70.113.78.53.
06/17/2024 17:35 CDT	Tracy Johnson (tjohnson11512@hotmail.com) signed the document on Microsoft Edge via Windows from 70.113.78.53.

## **Travis County Municipal Utility District No. 2**

## June 5, 2024

Review Cash Activity Report, including Receipts and Expenditures

#### ☑ Action Items:

- Approve director and vendor payments
- Approve funds transfer from TexPool Operating Account to Prosperity Bookkeeper's Account (Expenditures): \$87,003.82
- Approve funds transfer from TexPool Operating Account to Prosperity Bookkeeper's Account (Replenish): \$47,000.00
- Approve funds transfer from TexPool Operating Account to Schroeder Engineering Company (April and May 2024): \$2,401.80
- Approve funds transfer from TexPool Operating Account to Wilbarger Creek MUD No. 2 TexPool Master District Operating Account (Master District Charges): \$289,958.39
- Approve funds transfer from TexPool Tax Account to TexPool Operating Account: \$16,305.90
- Approve funds transfer from TexPool Tax Account to TexPool Debt Service Account: \$14,782.12
- Approve funds transfer from TexPool Tax Account to TexPool Master District Debt Service Account: \$25,909.77
- Approve funds transfer from PNC Lockbox Account to TexPool Operating Account (May 29, 2024): \$400,000.00

## Travis County Municipal Utility District No. 2 Cash Activity Report March 31, 2024 - June 5, 2024

				Prosper	ity Bank	
				Operating Account	Bookkeeper's Account	
Cash - Balance as of March 31, 202	24		\$	46,427.18	\$ 101,484.0	
Subsequent Activity Through April	30, 2024			-	23,007.5	
Expenditures Approved April 3, 2024		88,602.83				
Transfers Approved April 3, 2024		(136,602.83)				
Director Fees - April 3, 2024 Meeting/Wilmer Ro	sherts 4/1/24 Master District Meeting	1,162.16				
Tracy T. Johnson	Director Fees - April 3, 2024 Meeting	226.21				
US Treasury	Payroll Tax - 1st Quarter 2024	500.48				
City of Manor	Garbage Service - March 2024	20,787.15				
Raymond Mura	CASE 2024 - Lodging Deposit Reimbursement	314.74				
Tracy T. Johnson	2024 CASE Expense Reimbursement	1,654.56				
Customer Refunds	Customer Refunds					
Customer Refunds	Total Activity-Prosperity Bookkeeper's Account	347.16 23,007.54				
	Total Activity Prosperty Bookkeeper's Account	25,007.54				
Reconciled Cash at April 30, 2024				46,427.18	124,491.5	
Subsequent Activity Through June	5, 2024			-	(21,842.0	
<del>-</del>					-	
City of Manor	Garbage Service - April 2024	20,825.75				
Customer Refunds	Customer Refunds	1,016.34				
	Subtotal - Prosperity Bookkeeper's Account	21,842.09				
Expenditures to be approved at Ju	ne 5, 2024 Board Meeting			-	(87,003.8	
Armbrust & Brown, P.L.L.C.	Legal Fees - March and April 2024	6,349.83				
Bott & Douthitt, P.L.L.C.	Accounting Fees - March and April 2024	6,452.38				
City of Round Rock Environmental Services	Lab Fees - March and April 2024	200.00				
Crossroads Utility Services	Operations & Management - April and May 2024	67,103.14				
Texascapes	Landscape Maintenance Drainage Channel - May 2024	850.00				
UMB Bank, N.A.	Paying Agent Fees	400.00				
		850.00	*			
Texascapes	Landscape Maintenance Drainage Channel - June 2024	4,798.47	*			
Travis Central Appraisal District	Appraisal Fees - 3rd Quarter 2024  Total Expenditures-Prosperity Bookkeeper's Account	87,003.82				
	Total Experiorares Prosperty Bookkeeper's Account	07,003.02				
*Added after packet submission						
Transfers Requests to be approved	June 5, 2024			-	134,003.8	
Transfer for Expenditures	TexPool Operating to Prosperity Bookkeeper's	87,003.82	**			
Transfer for Replenish	TexPool Operating to Prosperity Bookkeeper's	47,000.00 134,003.82				
**Revised after packet submission		15 1,000.02				
Projected Balance as of June 5, 20	24		\$	46,427.18	\$ 149,649.4	

## Travis County Municipal Utility District No. 2 Cash/Investment Activity Report April 30, 2024 - June 5, 2024

							Transfers to be		Projected
	Maturity Date	Interest Rates	Balance 4/30/2024	Receipts	equent Disbursements	Subtotal 6/5/2024	Approved 6/5/2024		Balance 6/5/2024
General Fund -									
Prosperity Checking Account (Operating)	n/a	0.0000%	\$ 46,427.18	\$ -	\$ -	\$ 46,427.18	\$ -		\$ 46,427.18
Prosperity Checking Account (Bookkeeper's)	n/a	0.0000%	124,491.57	-	(108,845.91)	15,645.66	134,003.82	(1), (2)	149,649.48
PNC Bank - Lockbox Account	n/a	0.0015%	323,967.93	82,260.78	(400,000.00)	6,228.71	-		6,228.71
TexPool Operating Account	n/a	5.3231%	5,635,260.45	400,000.00	-	6,035,260.45	(410,058.11)	(1), (2), (3), (4), (5)	5,625,202.34
Total - General Fund			6,130,147.13	482,260.78	(508,845.91)	6,103,562.00	(276,054.29)		5,827,507.71
Special Revenue Fund -									
TexPool - Tax Account	n/a	5.3231%	56,997.79	-	-	56,997.79	(56,997.79)	(5), (6), (7)	-
Total - Special Revenue Fund			56,997.79	-	-	56,997.79	(56,997.79)		-
Debt Service Fund -									
TexPool Debt Service Account	n/a	5.3231%	1,471,841.31	-	-	1,471,841.31	14,782.12	(6)	1,486,623.43
Total - Debt Service Fund			1,471,841.31	-	-	1,471,841.31	14,782.12		1,486,623.43
Capital Project Fund -									
TexPool Capital Projects	n/a	5.3231%	25,953.56	-	-	25,953.56	-		25,953.56
TexPool SR2017 Capital Projects	n/a	5.3231%	266,981.03	-	-	266,981.03	-		266,981.03
TexPool SR2019 Capital Projects	n/a	5.3231%	305,430.69	-	-	305,430.69	-		305,430.69
TexPool SR2020A Capital Projects	n/a	5.3231%	197,681.48	-	-	197,681.48	-		197,681.48
Total - Capital Project Fund			796,046.76	•		796,046.76			796,046.76
Total - All Funds			8,455,032.99	482,260.78	(508,845.91)	8,428,447.86	(318,269.96)		8,110,177.90

#### **Transfer Letter Information:**

<sup>[1]</sup> Transfer funds from TexPool Operating Account to Prosperity Bookkeeper's Account (Expenditures): \$87,003.82

<sup>(2)</sup> Transfer funds from TexPool Operating Account to Prosperity Bookkeeper's Account (Replenish): \$47,000.00

<sup>&</sup>lt;sup>(3)</sup> Transfer funds from TexPool Operating Account to Schroeder Engineering Co. (April and May 2024): \$2,401.80

<sup>(4)</sup> Transfer funds from TexPool Operating Account to TexPool Master District Operating Account (Master District Charges): \$289,958.39

<sup>&</sup>lt;sup>(5)</sup> Transfer funds from TexPool Tax Account to TexPool Operating Account: \$16,305.90

<sup>(6)</sup> Transfer funds from TexPool Tax Account to TexPool Debt Service Account: \$14,782.12

<sup>&</sup>lt;sup>(7)</sup> Transfer funds from TexPool Tax Account to the TexPool Master District Debt Service Account: \$25,909.77



BILL TO:

TRAVIS CO M.U.D. #2 c/o BOTT & DOUTHITT, P.L.L.C. PO BOX 2445 ROUND ROCK, TX 78680-2445 INVOICE NO 27724
INVOICE DATE Jun 1, 2024

CUSTOMER ID	PURCHASE ORDER	PAYMENT TERMS	SALES REP
TRAVIS		Net 30 Days	
	DESCRIPTIO	DN	AMOUNT
JUNE 2024 ~ LANDSCAPE MAI 7, 2023)	By/Date Rece By/Date Post Approved for	Payment: ed to:	850.00
	ted by the Texas Commission on Environmen cas 78711-3087. TCEQ's web site is: <u>w</u> w	ntal Quality (TCEQ) (MC-178), vw.tceg.state.tx.us SUBTOTAI	850.00
	ON: Charles Mowen, License No. L100063		350.00
		TOTAL	\$850.00

#### TRAVIS CENTRAL APPRAISAL DISTRICT

850 E. Anderson Lane P.O. Box 149012 Austin, TX 78714

	Invoice Date	Invoice Number
Invoice	6/1/2024	8675

Jurisdiction ID: 70

Travis County MUD No. 2 c/o John Bartram 100 Congress Avenue, Suite 1300 Austin, TX 78701 You may remit via ACH to Wells Fargo Bank, N.A., account #7556188477, ABA #111900659. Please send ACH remittance information to Lmann@tcadcentral.org.

To submit via wire, please contact the Finance Department.

Invoice Date	Charge Code	Description		Amount
6/3/2024	Appraisal Revenue	Appraisal Fees		\$4,798.47
Due Date: 7/4/2024			Total:	\$4,798.47

8675

6/1/2024

Invoice Date	Charge Code	Description		Amount
6/3/2024	Appraisal Revenue	Appraisal Fees  By/Bate Bessived:	6/3	\$4,798.47
70 Travis C	ounty MUD No. 2	By/Date Posted: Approved for Payment: Hand Delivered to:	Total Due:	\$4,798.47 7/1/2024
any questions, plea	ent at your earliest conven se contact Leana H. Manr Lmann@tcadcentral.org.	ience. Should by/Date: n at (51 <b>2)8</b> #4-9317 Ext. GF (32 DSF //7	Amount Remitted:	

## **Travis County Municipal Utility District No. 2**

## **Accounting Report**

## June 5, 2024

- Review Cash Activity Report, including Receipts and Expenditures
  - ☑ Action Items:
    - Approval of director and vendor payments.
    - Approval of fund transfers letters.
- Review April 30, 2024 Financial Statements.

## 2024 Travis County M.U.D. No. 2

	January							
Su				Th				
	1	2	3	4	5	6		
7	8	9	10	11	12	13		
14	15	16	17	18	19	20		
21	22	23	24	25	26	27		
28	29	30	31					

		- 1	February	/		
Su				Th		
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

			March			
Su				Th		
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

			April			
				Th		
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

			May			
				Th		
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

			June			
Su				Th		
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

			July			
Su				Th		
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

			August			
				Th		
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

		S	eptemb	er		
Su				Th		
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

			October	,		
				Th		
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

		N	lovembe	er		
Su				Th		
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December						
				Th		
1	2	3	4	4	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

	Notes
Feb 07	Board Meeting
	Bond Payments
	Board Meeting
	Board Meeting

**Cash Activity Report** 

### Travis County Municipal Utility District No. 2 Cash Activity Report March 31, 2024 - June 5, 2024

			 Prosperity Bank			
			Operating Account	Bookkeeper's Account		
Cash - Balance as of March 31, 20	24		\$ 46,427.18	\$ 101,484.0		
Subsequent Activity Through Apri	30, 2024		-	23,007.5		
Funna dibuna Annous d'Annil 2, 2024		00.602.02				
Expenditures Approved April 3, 2024		88,602.83 (136,602.83)				
Transfers Approved April 3, 2024	abouts 4/1/24 Master District Mastins	, , ,				
Director Fees - April 3, 2024 Meeting/Wilmer R Tracy T. Johnson	Director Fees - April 3, 2024 Meeting	1,162.16 226.21				
US Treasury	Payroll Tax - 1st Quarter 2024	500.48				
City of Manor	Garbage Service - March 2024	20,787.15				
Raymond Mura	CASE 2024 - Lodging Deposit Reimbursement	314.74				
Tracy T. Johnson	2024 CASE Expense Reimbursement	1,654.56				
Customer Refunds	Customer Refunds	347.16				
Customer Refunds	Customer Refunds  Total Activity-Prosperity Bookkeeper's Account	23,007.54				
	Total Activity-Frosperity Bookkeeper's Account	23,007.34				
Reconciled Cash at April 30, 2024			46,427.18	124,491.5		
Subsequent Activity Through June	25, 2024		_	(21,842.0		
· · · · ·	,			<u> </u>		
City of Manor	Garbage Service - April 2024	20,825.75				
Customer Refunds	Customer Refunds	1,016.34				
	Subtotal - Prosperity Bookkeeper's Account	21,842.09				
Expenditures to be approved at Ju	ne 5, 2024 Board Meeting		-	(81,355.3		
				(0=/0000		
Armbrust & Brown, P.L.L.C.	Legal Fees - March and April 2024	6,349.83				
Bott & Douthitt, P.L.L.C.	Accounting Fees - March and April 2024	6,452.38				
City of Round Rock Environmental Services	Lab Fees - March and April 2024	200.00				
Crossroads Utility Services	Operations & Management - April and May 2024	67,103.14				
Texascapes	Landscape Maintenance Drainage Channel - May 2024	850.00				
UMB Bank, N.A.	Paying Agent Fees	400.00				
,	Total Expenditures-Prosperity Bookkeeper's Account	81,355.35				
Transfers Requests to be approve	d June 5, 2024		-	128,355.3		
Transfer for Expenditures	TexPool Operating to Prosperity Bookkeeper's	81,355.35				
•		47,000.00				
Transfer for Replenish	TexPool Operating to Prosperity Bookkeeper's	128,355.35				

## Travis County Municipal Utility District No. 2 Cash/Investment Activity Report April 30, 2024 - June 5, 2024

							Transfers to be		Projected
	Maturity Date	Interest Rates	Balance 4/30/2024	Receipts	equent Disbursements	Subtotal 6/5/2024	Approved 6/5/2024		Balance 6/5/2024
General Fund -									
Prosperity Checking Account (Operating)	n/a	0.0000%	\$ 46,427.18	\$ -	\$ -	\$ 46,427.18	\$ -		\$ 46,427.18
Prosperity Checking Account (Bookkeeper's)	n/a	0.0000%	124,491.57	-	(103,197.44)	21,294.13	128,355.35	(1), (2)	149,649.48
PNC Bank - Lockbox Account	n/a	0.0015%	323,967.93	82,260.78	(400,000.00)	6,228.71	-		6,228.71
TexPool Operating Account	n/a	5.3231%	5,635,260.45	400,000.00	-	6,035,260.45	(404,409.64)	(1), (2), (3), (4), (5)	5,630,850.81
Total - General Fund			6,130,147.13	482,260.78	(503,197.44)	6,109,210.47	(276,054.29)		5,833,156.18
Special Revenue Fund -									
TexPool - Tax Account	n/a	5.3231%	56,997.79	-	-	56,997.79	(56,997.79)	(5), (6), (7)	-
Total - Special Revenue Fund			56,997.79	-	-	56,997.79	(56,997.79)		-
Debt Service Fund -									
TexPool Debt Service Account	n/a	5.3231%	1,471,841.31	-	-	1,471,841.31	14,782.12	(6)	1,486,623.43
Total - Debt Service Fund			1,471,841.31	-	-	1,471,841.31	14,782.12		1,486,623.43
Capital Project Fund -									
TexPool Capital Projects	n/a	5.3231%	25,953.56	-	-	25,953.56	-		25,953.56
TexPool SR2017 Capital Projects	n/a	5.3231%	266,981.03	-	-	266,981.03	-		266,981.03
TexPool SR2019 Capital Projects	n/a	5.3231%	305,430.69	-	-	305,430.69	-		305,430.69
TexPool SR2020A Capital Projects	n/a	5.3231%	197,681.48	-	-	197,681.48	-		197,681.48
Total - Capital Project Fund			796,046.76	-	-	796,046.76	-		796,046.76
Total - All Funds			8,455,032.99	482,260.78	(503,197.44)	8,434,096.33	(318,269.96)		8,115,826.37

#### **Transfer Letter Information:**

<sup>[1]</sup> Transfer funds from TexPool Operating Account to Prosperity Bookkeeper's Account (Expenditures): \$81,355.35

<sup>(2)</sup> Transfer funds from TexPool Operating Account to Prosperity Bookkeeper's Account (Replenish): \$47,000.00

<sup>(3)</sup> Transfer funds from TexPool Operating Account to Schroeder Engineering Co. (April and May 2024): \$2,401.80

<sup>(4)</sup> Transfer funds from TexPool Operating Account to TexPool Master District Operating Account (Master District Charges): \$289,958.39

<sup>&</sup>lt;sup>(5)</sup> Transfer funds from TexPool Tax Account to TexPool Operating Account: \$16,305.90

<sup>(6)</sup> Transfer funds from TexPool Tax Account to TexPool Debt Service Account: \$14,782.12

<sup>&</sup>lt;sup>(7)</sup> Transfer funds from TexPool Tax Account to the TexPool Master District Debt Service Account: \$25,909.77

# Travis County Municipal Utility District No. 2 Cash and Investments by Depository June 5, 2024

Prosperity Bank	\$ 196,076.66
PNC Bank	6,228.71
TexPool	7,913,521.00
	\$ 8,115,826.37

## Travis County M.U.D. No. 2 Collateral Analysis Schedule April 30, 2024

	<u>Funds</u>	<u> </u>	<u>Collateral</u>	er/(Under) llateralized
Prosperity Bank - Operating Account (General Fund) Bookkeeper's Account (General Fund)	\$ 46,427.18 131,737.72			
Total GF Funds Prosperity Bank	 178,164.90			
FDIC Coverage			250,000.00	
Pledged Collateral Prosperity Bank (Market Value)			101,979.07	
Total Collateral/Funds Prosperity Bank Bank	\$ 178,164.90	\$	351,979.07	\$ 173,814.17
PNC Bank - Lockbox Account (General Fund) Total GF Funds PNC Bank	\$ 320,187.38 320,187.38			
FDIC Coverage			250,000.00	
Pledged Collateral PNC Bank (Market Value)			220,587.00	
Total Collateral/Funds PNC Bank	\$ 320,187.38	\$	470,587.00	\$ 150,399.62



## **Pledge Security Listing**

April 30, 2024

ID	CUSIP	Description	Safekeeping Location	Safekeeping Receipt	Coupon	Maturity Date	Call Date	Moody	S&P	Fitch	ASC 320	Face Amount	Current Par	Current Book Value	Market Value	Gain(Loss)
								TRAVIS CO	UNTY M	1UD #2						
4226	3138WDYL9	FNMA #AS4314	FHLB		2.50	01/01/2030		AAA	AA+	AAA	нтм	900,000	110,768.55	111,784.00	101,979.07	(9,804.93)
	Total for TRA	VIS COUNTY MUD #2										900,000	110,768.55	111,784.00	101,979.07	(9,804.93)



## **OTHER PLEDGE REPORT**

Report ID: PLDG002 AS OF: 04/30/2024

## **Collateral Accounts**

Pledge ID: M941

TRAVIS COUNTY MUD 2 - TX

Fed. Account: DQ88

Security Type	CUSIP	Description	Coupon	Mat. Date	Original Face	Par Value	Market value
FNSM	3133C64P1	FHLMC 30YR UMBS - QG6230	5.0000	06/01/2053	250,000	232,662	220,587
Total						232,662	220,587

Run Date: 05/02/2024 15.09.54 Page 477 of 716

JAN 1, 2024 to MAR 31, 2024

FUNDS	IDENTIFICATION	INTEREST RATE	INTEREST 1/1-3/31	BEG. BK VAL 1/1/2024	END. BK VAL 3/31/2024	BEG MKT VAL 1/1/2024	END MKT VAL 3/31/2024	TRADE DATE	MATURITY DATE	DAYS
GENERAL FUND:	PNC Lockbox Account	0.0015%	0.62	241,717.60	271,604.88	241,717.60	271,604.88			
	TexPool - Operating Account Texas Local Government Investment Pool	5.3350%	70,311.70	4,907,871.97	5,623,869.30	4,907,871.97	5,623,869.30			
TOTAL GENERAL OPERATIN	IG FUND	=	70,312.32	5,149,589.57	5,895,474.18	5,149,589.57	5,895,474.18			
SPECIAL REVENUE FUND:	<u>TexPool - Tax Account SRF</u> Texas Local Government Investment Pool	5.3350%	30,034.04	2,708,233.90	980,609.43	2,708,233.90	980,609.43			
TOTAL SPECIAL REVENUE F	rund	=	30,034.04	2,708,233.90	980,609.43	2,708,233.90	980,609.43			
DEBT SERVICE FUND:	TexPool - Debt Service Account DSF									
DEDI SERVICE I SIND.	Texas Local Government Investment Pool	5.3350%	11,023.55	518,963.90	1,171,563.65	518,963.90	1,171,563.65			
TOTAL DEBT SERVICE FUND		-	11,023.55	518,963.90	1,171,563.65	518,963.90	1,171,563.65			
CAPITAL PROJECT FUND:	TexPool - SR2006 CPF									
CATTINET ROSECTTONE.	Texas Local Government Investment Pool TexPool - SR2017 CPF	5.3350%	340.29	25,500.42	25,840.71	25,500.42	25,840.71			
	Texas Local Government Investment Pool	5.3350%	3,500.58	262,319.35	265,819.93	262,319.35	265,819.93			
	TexPool - SR2019 CPF Texas Local Government Investment Pool TexPool - SR2020A CPF	5.3350%	4,004.74	300,097.69	304,102.43	300,097.69	304,102.43			
	Texas Local Government Investment Pool	5.3350%	2,591.96	194,229.80	196,821.76	194,229.80	196,821.76			
TOTAL CAPITAL PROJECTS	FUND	=	10,437.57	782,147.26	792,584.83	782,147.26	792,584.83			
TOTAL ALL FUNDS			121,807.48	9,158,934.63	8,840,232.09	9,158,934.63	8,840,232.09			

This quarterly report and the District's investment portfolio are in full compliance with the Public Funds Investment Act (Chapter 2256, Texas Government Code) and the Investment Policy and Strategies adopted by the District.

**Tax Collection Report** 

TRAVIS COUNTY TAX OFFICE TXDIST1A OVERALL COLL/DIST REPORT

RECEIVABLE BALANCE 'R' REPORT FROM 10/01/2023 TO 04/30/2024 YEAR FROM 0000 TO 2023

ALL OTHERS

U70		VIS COUNTY MU										
	BEGINNING	TAX	BASE TAX	1	NET BASE TAX	PERCENT	ENDING	P & I	P & I	LRP OT	HER PENALTY	TOTAL
YEAR 	TAX BALANCE	ADJ	COLLECTED	REVERSALS	COLLECTED (	COLLECTED	TAX BALANCE	COLLECTED	REVERSALS	COLLECTED	COLLECTED	DISTRIBUTE
1997	.00	.00	.00	.00	.00	.00 %	.00	.00	.00	.00	.00	.00
1998	.00	.00	.00	.00	.00		.00	.00	.00	.00	.00	.00
1999	.00	.00	.00	.00	.00		.00	.00	.00	.00	.00	.00
2000	.00	.00	.00	.00	.00		.00	.00	.00	.00	.00	.00
2001	.00	.00	.00	.00	.00		.00	.00	.00	.00	.00	.00
2002	.00	.00	.00	.00	.00		.00	.00	.00	.00	.00	.00
2003	.00	.00	.00	.00	.00		.00	.00	.00	.00	.00	.00
2004	.00	.00	.00	.00	.00		.00	.00	.00	.00	.00	.00
2005	.00	.00	.00	.00	.00		.00	.00	.00	.00	.00	.00
2006	.00	.00	.00	.00	.00		.00	.00	.00	.00	.00	.00
2007	.00	.00	.00	.00	.00		.00	.00	.00	.00	.00	.00
2008	.00	.00	.00	.00	.00		.00	.00	.00	.00	.00	.00
2009	.00	.00	.00	.00	.00		.00	.00	.00	.00	.00	.00
2010	.00	.00	.00	.00	.00		.00	.00	.00	.00	.00	.00
2011	.00	.00	.00	.00	.00	.00 %	.00	.00	.00	.00	.00	.00
2012	.00	.00	.00	.00	.00	.00 %	.00	.00	.00	.00	.00	.00
2013	.00	.00	.00	.00	.00	.00 %	.00	.00	.00	.00	.00	.00
2014	614.37	.00	.00	.00	.00	.00 %	614.37	.00	.00	.00	.00	.00
2015	2.22	.00	.00	.00	.00	.00 %	2.22	.00	.00	.00	.00	.00
2016	21.73	.00	.00	.00	.00	.00 %	21.73	.00	.00	.00	.00	.00
2017	21.44	.00	.00	.00	.00	.00 %	21.44	.00	.00	.00	.00	.00
2018	25.62	.00	.00	.00	.00	.00 %	25.62	.00	.00	.00	.00	.00
2019	3898.32	.00	.00	.00	.00	.00 %	3898.32	.00	.00	.00	.00	.00
2020	6775.82	.00	1358.21	.00	1358.21	20.04 %	5417.61	592.60	.00	.00	.00	1950.81
2021	8464.54	44.10-	829.03	44.10	784.93	9.32 %	7635.51	285.95	.00	.00	.00	1070.88
2022	25779.47	7487.94-	5885.76	5004.78	880.98	4.82 %	17410.55	1062.48	.00	.00	.00	1943.46
TOTL	45603.53	7532.04-	8073.00	5048.88	3024.12	7.94 %	35047.37	1941.03	.00	.00	.00	4965.15
2023	3773348.58	11089.75-	3665042.59	4016.60	3661025.99	97.31 %	101232.84	5968.19	.00	152.35	.00	3667146.53
ENTITY												
TOTL	3818952.11	18621.79-	3673115.59	9065.48	3664050.11	96.41 %	136280.21	7909.22	.00	152.35	.00	3672111.68

DATE 05/01/2024

PAGE 168

#### TRAVIS COUNTY M.U.D. #2 ANALYSIS OF TAXES COLLECTED FOR RECONCILIATION FY 2023 - 2024

TAX YEAR 2023						Prior Y	'ears		TOTAL				
	General Fund	Debt Service Fund	Special Rev. Fund	Total	General Fund	Debt Service Fund	Special Rev. Fund	Total	General Fund	Debt Service Fund	Special Rev. Fund	Total	
PERCENTAGE		\$ 0.2550	\$ 0.3500		runa	runa	Rev. Funu	Total	runa	runa	Rev. Fund	\$ -	
COLLECTIONS: OCT													
TAX ADJUSTMENTS	0.00	0.00	0.00	0.00	(527.04)	(802.59)	(971.61)	(2,301.24)	(527.04)	(802.59)	(971.61)	(2,301.24)	
BASE TAX REV TAXES	0.00	0.00	0.00	0.00	(294.15) 183.16	(449.58) 277.63	(542.59) 337.39	(1,286.32) 798.18	(294.15) 183.16	(449.58) 277.63	(542.59) 337.39	(1,286.32) 798.18	
PENALTY	0.00	0.00	0,00	0.00	26.85	40.70	49.46	117.02	26,85	40.70	49.46	117.02	
NOV TAX ADJUSTMENTS	(749.96)	(1.019.94)	(1,399.92)	(3,169.81)	0,00	0,00	0.00	0.00	(749.96)	(1,019.94)	(1,399,92)	(3.169.81)	
BASE TAX REV	0.00	0.00	0,00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0,00	
TAXES PENALTY	5,922.56 0.00	8,054.68 0.00	11,055.45 0.00	25,032.69 0.00	540.58 143.50	950.54 272.87	1,051.66 288.36	2,542.78 704.73	6,463.14 143.50	9,005.22 272.87	12,107.11 288.36	27,575.47 704.73	
DEC													
TAX ADJUSTMENTS BASE TAX REV	(633,27) 0.00	(861.24) 0.00	(1,182.10) 0.00	(2,676.61) 0.00	0.00	0.00	0.00	0.00	(633.27) 0.00	(861,24) 0.00	(1,182.10) 0.00	(2,676.61) 0.00	
TAXES	632,789.91	860,594.28	1,181,207.84	2,674,592.03	733.64	1,177.39	1,379.44	3,290.47	633,523.55	861,771.67	1,182,587.28	2,677,882.50	
PENALTY	23.46	31.90	43.78	99.14	137.77	234.37	264.97	637.12	161,23	266.27	308.76	736.26	
JAN TAX ADJUSTMENTS	(284.17)	(386.47)	(530.45)	(1,201.10)	(336.91)	(510.69)	(620.63)	(1,468.24)	(621.09)	(897.17)	(1,151.09)	(2,669.34)	
BASE TAX REV TAXES	0.00 201,392,15	0.00 273,893.32	0.00 375,932.01	0.00 851,217.47	0.00 (108.07)	0.00 (154.99)	0.00 (195.18)	0.00 (458.24)	0.00 201,284,07	0.00 273,738.33	0.00 375,736.83	0.00 850,759,23	
PENALTY	10.54	14.34	19.68	44.56	(25.19)	(34.30)	(44.59)	(104.08)	(14.64)	(19.96)	(24.91)	(59.52)	
FEB	(744.00)	(0/7.00)	(1.227.24)	(2.005.50)	/E0040	(004.40)	(1.002.24)	(2 5/ 2 07)	(1 200 12)	(1 0E0 E1)	(2.440.70)	/E E/ 0 40\	
TAX ADJUSTMENTS BASE TAX REV	(711.09) (705.02)	(967.08) (958.83)	(1,327.36) (1,316.04)	(3,005.53) (2,979.90)	(588.10) (588.10)	(891.43) (891.43)	(1,083.34) (1,083.34)	(2,562.87) (2,562.87)	(1,299.19) (1,293.12)	(1,858.51) (1,850.27)	(2,410.70) (2,399.38)	(5,568.40) (5,542.77)	
TAXES PENALTY	15,472.94 469.29	21,043.20 638.24	28,882.83 876.01	65,398.97 1,983.54	202,17 51,71	354,58 100,65	393.24 104.93	949.98 257.28	15,675,11 521,00	21,397.78 738.89	29,276.06 980.94	66,348.95 2,240.82	
	409.29	030,24	870,01	1,963.54	51,71	100,65	104,93	257,26	521,00	/30.09	960.94	2,240.62	
MAR TAX ADJUSTMENTS	(213.40)	(290.23)	(398.35)	(901.98)	(275.29)	(417.28)	(507.12)	(1,199.69)	(488.69)	(707.51)	(905.47)	(2,101.67)	
BASE TAX REV TAXES	(213.40) 8,378.06	(290.23) 11,394.17	(398.35) 15,639.05	(901.98) 35,411.28	(275.29) 135.23	(417,28) 232,68	(507.12) 254.61	(1,199.69) 622,52	(488.69) 8,513.29	(707.51) 11,626.85	(905.47) 15,893.66	(2,101.67) 36,033.80	
PENALTY	637.68	867.24	1,190.33	2,695.24	43.30	76.16	81.85	201.31	680.97	943.40	1,272.18	2,896,55	
APR													
TAX ADJUSTMENTS BASE TAX REV	(31.87) (31.87)	(43.35) (43.35)	(59.50) (59.50)	(134.72) (134.72)	0.00	0.00	0.00	0.00	(31.87) (31.87)	(43.35) (43.35)	(59.50) (59.50)	(134.72) (134.72)	
TAXES	3,168.02	4,308.50	5,913.63	13,390.15	67.54	129.88	129.88	327.31	3,235.56	4,438.39	6,043.52	13,717.46	
PENALTY	307.11	417.67	573,28	1,298.06	26.34	50,65	50,65	127,65	333,45	468.33	623.93	1,425.71	
MAY TAX ADJUSTMENTS	0.00	0.00	0,00	0.00	0.00	0.00	0,00	0.00	0.00	0.00	0.00	0.00	
BASE TAX REV TAXES	0.00	0.00 0.00	0.00	0.00	0.00	0.00 0.00	0.00 0.00	0.00	0.00	0.00	0.00	0.00	
PENALTY	0.00	0.00	0,00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
JUN													
TAX ADJUSTMENTS BASE TAX REV	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
TAXES	0.00	0.00 0.00	0.00 0.00	0.00	0.00 0.00	0.00 0.00	0.00	0.00	0.00 0.00	0.00 0.00	0.00	0.00	
PENALTY	0.00	0,00	0,00	0.00	0,00	0,00	0.00	0.00	0,00	0,00	0,00	0,00	
JUL TAX ADJUSTMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
BASE TAX REV TAXES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
PENALTY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
AUG	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.00	
TAX ADJUSTMENTS BASE TAX REV	0.00	0.00	0.00	0.00	0.00	0.00 0.00	0.00 0.00	0.00	0.00	0.00	0.00	0.00	
TAXES PENALTY	0.00	0.00	0.00 0.00	0.00	0.00	0.00	0.00 0.00	0.00	0.00	0.00	0.00	0.00	
	0.00	0,00	0,00	0,00	0,00	3,00	0,00	0.00	0.00	0.00	0,00	0,00	
SEP TAX ADJUSTMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
BASE TAX REV TAXES	0.00 0.00	0.00 0.00	0.00 0.00	0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00	
PENALTY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
TOTAL BASE TAX REV	(950.30)	(1,292.41)	(1,773.89)	(4,016.60)	(1,157.54)	(1,758.29)	(2,133.05)	(5,048.88)	(2,107.84)	(3,050.70)	(3,906.94)	(9,065.48)	
TAXES	867,123.64	1,179,288.15	1,618,630.80	3,665,042.59	1,754.24	2,967.71	3,351.05	8,073.00	868,877.88	1,182,255.86	1,621,981.85	3,673,115.59	
PENALTY	1,448.08	1,969.39	2,703.08	6,120.54	404.29	741.11	795.63	1,941.03	1,852,36	2,710.50	3,498.71	8,061.57	
TOTAL DISTRIBUTION	867,621.42	1,179,965.13	1,619,559.98	3,671,163.13	1,000.99	1,950.53	2,013.64	4,965.15	868,622.41	1,181,915.66	1,621,573.62	3,672,111.68	
BEGINNING													
TAXES RECEIVABLE	892,748.09	1,214,137.40	1,666,463.10	3,773,348.58	9,434.61	17,448.20	18,720.72	45,603.53	902,182.70	1,231,585.60	1,685,183.82	3,818,952.11	
TAX ADJUSTMENTS BASE TAX REV	(2,623.76) 950.30	(3,568.31) 1,292.41	(4,897.68) 1,773.89	(11,089.75) 4,016.60	(1,727.35) 1,157.54	(2,622.00) 1,758.29	(3,182.69) 2,133.05	(7,532.04) 5,048.88	(4,351,10) 2,107.84	(6,190.31) 3,050.70	(8,080.37) 3,906.94	(18,621,79) 9,065,48	
LESS: COLLECTIONS		(1,179,288.15)			(1,754.24)	(2,967.71)	(3,351.05)	(8,073.00)		(1,182,255.86)			
TAX		00.555		101 5		40	44.0				F0.5	404	
REC @ END OF PERIOD	23,950.99	32,573.34	44,708.51	101,232.84	7,110.56	13,616.78	14,320.03	35,047.37	31,061.55	46,190.12	59,028.54	136,280.21	

**Financial Statements** 

#### Travis County M.U.D. No. 2

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

#### April 30, 2024

The District is responsible for the accompanying financial statements of the governmental activities of Travis County M.U.D. No. 2, as of and for the seven months ended April 30, 2024, 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 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 Travis County M.U.D. No 2.

BOTT & DOUTHITT, P.L.L.C.

Bo H! DitutlPice

May 28, 2024 Round Rock, TX

## Travis County Municipal Utility District No. 2 Governmental Funds Balance Sheet April 30, 2024

		Governme	ntal Funds		
	General Fund	Special Revenue Fund	Debt Service Fund	Capital Projects Fund	Governmental Funds Total
Assets					
Cash and Cash Equivalents					
Cash	\$ 494,886.68	\$ -	\$ -	\$ -	\$ 494,886.68
Cash Equivalents	5,635,260.45	56,997.79	1,471,841.31	796,046.76	7,960,146.31
Receivables					
Service Accounts, net of allowance for doubtful accounts of \$ -	172,508.28				172,508.28
Accrued Service Revenue	37,972.19	-	-	-	37,972.19
Prepaid Expense	1,242.22	_	_	_	1,242.22
Due from Developer	1,843.56	_	_	_	1,843.56
Property Taxes	31,061.54	59,028.54	46,190.13	_	136,280.21
Interfund	16,305.90	-	16,726.11	_	33,032.01
Other	2,831.58				2,831.58
T-1-1 4	+ 6 202 012 40	+ 116.026.22	* 1 524 757 55	+ 706.046.76	+ 0.040.742.04
Total Assets	\$ 6,393,912.40	\$ 116,026.33	\$ 1,534,757.55	\$ 796,046.76	\$ 8,840,743.04
Liabilities					
Accounts Payable	\$ 62,229.28	\$ -	\$ -	\$ -	\$ 62,229.28
Review Fee Payable	1,750.00	-	-	-	1,750.00
Due to TCEQ	2,665.01	-	-	-	2,665.01
Payroll Taxes Payable	426.70	-	-	-	426.70
Customer Deposits	191,626.75	-	-	-	191,626.75
Unclaimed Property	3,200.30	-	1 0 4 2 0 0	-	3,200.30
Interfund	200 050 20	31,088.02	1,943.99	-	33,032.01
Intergovernmental	289,958.39	25,909.77			315,868.16
Total Liabilities	551,856.43	56,997.79	1,943.99		610,798.21
Deferred Inflows of Resources					
Property Taxes	31,061.54	59,028.54	46,190.13		136,280.21
Total Deferred Inflows of Resources	31,061.54	59,028.54	46,190.13		136,280.21
Fund Balance					
Fund Balances:					
Restricted for Debt Service	_		1,486,623.43	_	1,486,623.43
Special Revenue		-	1,460,023.43	-	1,400,023.43
Capital Projects	_	_	_	796,046.76	796,046.76
Unassigned	5,810,994.43			-	5,810,994.43
Total Fund Balances	5,810,994.43		1,486,623.43	796,046.76	8,093,664.62
Total Liabilities and Fund Balances	\$ 6,393,912.40	\$ 116,026.33	\$ 1,534,757.55	\$ 796,046.76	\$ 8,840,743.04

## Travis County Municipal Utility District No. 2 Statement of Revenues, Expenditures & Changes in Fund Balance-Governmental Funds October 1, 2023 - April 30, 2024

		Governm	ental Funds		
	General Fund	Special Revenue Fund	Debt Service Fund	Capital Projects Fund	Governmental Funds Total
Revenues:					
Property taxes, including penalties	\$ 868,622.41	\$ 1,621,573.61	\$ 1,181,915.66	\$ -	\$ 3,672,111.68
Service revenues, including penalties	971,065.04			-	971,065.04
Interest income	162,408.76	35,206.53	24,253.83	24,385.07	246,254.19
Total Revenues	2,002,096.21	1,656,780.14	1,206,169.49	24,385.07	4,889,430.91
Expenditures:					
Current -					
Master District Charges -					
Operations & Maintenance	-	839,463.37	-	-	839,463.37
Debt Service	-	1,650,074.56	-	-	1,650,074.56
District Facilities -	04.447.40				04.447.40
Management and Consulting	94,447.12	-	-	-	94,447.12
Repairs & Maintenance	93,146.79	-	-	-	93,146.79
Garbage Service Fees	145,181.94	-	-	-	145,181.94
Lab Fees	932.00	-	-	-	932.00
Administrative Services -					
Director Fees, including payroll taxes	7,154.27	-	-	-	7,154.27
Director Reimbursement	2,391.30	-	-	-	2,391.30
Legal Notices	2,455.40	-	-		2,455.40
Election Expense	290.00	-	-		290.00
Bank Fees	19,276.92	-	-	-	19,276.92
Website Expense	519.00	-	-	-	519.00
Miscellaneous Expense	1,023.88	-	-	-	1,023.88
Professional Fees -					
Legal Fees	22,706.69	-	-	-	22,706.69
Records Retention Compliance	140.00	-	-	-	140.00
Bookkeeping Fees	24,200.98	-	-	-	24,200.98
Engineering Fees	7,592.60	-	-	-	7,592.60
Financial Advisor Fees	612.77	1,143.85	833.38		2,590.00
Tax Appraisal/Collection Fees	2,979.49	5,561.73	4,052.12	-	12,593.34
Audit Fees	16,000.00	-	-	-	16,000.00
Debt Service					
Fiscal Agent Fees	-	-	400.00	-	400.00
Bond Interest			224,634.35		224,634.35
Total Expenditures	441,051.15	2,496,243.51	229,919.85		3,167,214.51
Excess/(Deficiency) of Revenues					
over Expenditures	1,561,045.06	(839,463.37)	976,249.64	24,385.07	1,722,216.40
Other Financing Sources/(Uses):					
Interfund Transfer	(839,463.37)	839,463.37	_	_	_
Total Other Financing Sources/(Uses)	(839,463.37)	839,463.37			
Total Other Financing Sources/(Oses)	(839,403.37)	639,403.37			
Excess/(Deficiency) of Revenues and					
Other Financing Sources over					
Expenditures and Other Financing Uses	721,581.69	-	976,249.64	24,385.07	1,722,216.40
Fund Balance, October 1, 2023	5,089,412.74		510,373.79	771,661.69	6,371,448.22
Fund Balance, April 30, 2024	\$ 5,810,994.43	\$ -	\$ 1,486,623.43	\$ 796,046.76	\$ 8,093,664.62

## Supplementary Information Index

## **General Fund**

- -- Budgetary Comparison Schedule
- -- Revenues & Expenditures: Actual + Budgeted
- -- Cash Reconciliations
- -- A/P Aging Summary
- -- Payroll Summary

## **Debt Service Fund**

-- Debt Service Schedule

**General Fund** 

#### Travis County Municipal Utility District No. 2 Budgetary Comparison Schedule-General Fund April 30, 2024

**CURRENT MONTH** 

		CORRENT MONTH	<u> </u>	TEAR TO DATE				
	Actual	Budget	Difference	Actual	Budget	Difference		
Revenues:								
Property Taxes -								
Property Taxes	\$ 3,203.69	\$ -	\$ 3,203.69	\$ 866,770.05	\$ 865,512.00	\$ 1,258.05		
Property Tax Penalties & Interest	333.45	-	333.45	1,852.36	-	1,852.36		
Service Accounts -				_,		_,		
Basic Service Fees	53,574.46	54,087.00	(512.54)	371,094.74	376,635.00	(5,540.26)		
Water Service Fees	57,955.27	54,898.00	3,057.27	350,818.98	397,047.00	(46,228.02)		
Sewer Service Fees	34,308.75	39,024.00	(4,715.25)	231,853.53	271,656.00	(39,802.47)		
Service Accounts Penalties	2,396.26	2,590.00	(193.74)	17,297.79	18,293.00	(995.21)		
Interest Income	24,607.47	19,000.00	5,607.47	162,408.76	133,000.00	29,408.76		
Total Revenues	176,379.35	169,599.00	6,780.35	2,002,096.21	2,062,143.00	(60,046.79)		
Expenditures:								
Operations & Maintenance -								
Management and Consulting	13,567.90	18,353.00	4,785.10	94,447.12	128,120.00	33,672.88		
Repairs & Maintenance - Water	12,917.02	6,500.00	(6,417.02)	73,630.31	45,500.00	(28,130.31)		
Repairs & Maintenance - Sewer	378.00	2,000.00	1,622.00	13,566.48	14,000.00	433.52		
Repairs & Maintenance - Drainage	850.00	1,250.00	400.00	5,950.00	8,750.00	2,800.00		
Garbage	20,825.75	21,288.00	462.25	145,181.94	148,206.00	3,024.06		
Lab Fees	100.00	100.00	-	932.00	700.00	(232.00)		
Administrative Services -	100.00	100.00		302.00	700.00	(202.00)		
Director Fees, including Payroll Tax	1,682.41	1,665.00	(17.41)	7,154.27	6,660.00	(494.27)		
Director Reimbursement	2,020.92	2,050.00	29.08	2,391.30	2,200.00	(191.30)		
Election Expense	-	-	-	290.00	290.00	-		
Legal Notices & Publications	_	-	-	2,455.40	2,460.00	4.60		
Bank Service Charges	1,610.58	3,750.00	2,139.42	19,276.92	26,250.00	6,973.08		
Website Expense	-	-	-	519.00	520.00	1.00		
Miscellaneous	309.00	300.00	(9.00)	1,023.88	2,100.00	1,076.12		
Professional Fees -			(5155)	_,	_,	_, _, _,		
Legal Fees	3,050.90	4,900.00	1,849.10	22,706.69	34,300.00	11,593.31		
Legal Fees-Records Retention	-	-	1,387.32	140.00	140.00	1,387.32		
Bookkeeping Fees	3,387.50	3,300.00	(87.50)	24,200.98	23,800.00	(400.98)		
Engineering Fees	1,138.40	2,250.00	1,111.60	7,592.60	15,750.00	8,157.40		
Financial Advisor Fees	-	-	-	612.77	1,000.00	387.23		
Tax Collector/Appraisal Fees	-	-	-	2,979.49	2,750.00	(229.49)		
Audit Fees				16,000.00	16,000.00			
Total Expenditures	61,838.38	67,706.00	7,254.94	441,051.15	479,496.00	39,832.17		
Excess/(Deficiency) of Revenues		404 000 00	10.617.07		. 500 6.5 00	(0.1.50.1.0.1)		
over Expenditures	114,540.97	101,893.00	12,647.97	1,561,045.06	1,582,647.00	(21,601.94)		
Other Financing Sources/(Uses):								
Operating Transfer-Master District Charges	(110,155.95)	(125,714.00)	15,558.05	(839,463.37)	(1,030,796.00)	191,332.63		
Total Other Financing Sources/(Uses)	(110,155.95)	(125,714.00)	15,558.05	(839,463.37)	(1,030,796.00)	191,332.63		
Excess/(Deficiency) of Revenues and Other Financing Sources over Expenditures and Other Financing Uses	\$ 4,385.02	\$ (23,821.00)	\$ 28,206.02	\$ 721,581.69	\$ 551,851.00	\$ 169,730.69		
Expenditures and Other Financing Uses	\$ 4,385.02	\$ (23,821.00)	\$ 28,206.02	\$ 721,581.69	\$ 551,851.00	\$ 169,730.69		

YEAR TO DATE

#### Travis County Municipal Utility District No. 2 Revenues and Expenditures - General Fund: Acutal + Budgeted Fiscal Year 2023-2024

	FYE 2023														
	Budget Approved 9/6/2023	Actual Oct-23	Actual Nov-23	Actual Dec-23	Actual Jan-24	Actual Feb-24	Actual Mar-24	Actual Apr-24	Budget May-24	Budget Jun-24	Budget Jul-24	Budget Aug-24	Budget Sep-24	Actual	Variance
Revenues:	-,-,														
Property Taxes	\$ 865,512	\$ (111)	\$ 6,463	\$ 633,524	\$ 201,284	\$ 14,382	\$ 8,025	\$ 3,204	<b>\$</b> -	\$ -	<b>\$</b> -	\$ -	\$ -	\$ 866,770	\$ 1,258
Property Taxes - P&I	-	27	144	161	(15)	521	681	333	-	-	-	-	-	1,852	1,852
Service Accounts -															
Basic Service Fees	648,480	52,466	52,486	52,494	53,268	53,233	53,573	53,574	54,181	54,275	54,369	54,463	54,557	642,940	(5,540)
Water Service Fees	829,384	71,035	47,586	41,626	40,598	37,967	54,051	57,955	82,484	82,631	82,779	92,139	92,304	783,155	(46,229)
Sewer Service Fees	467,856	36,677	34,676	32,312	30,344	29,438	34,097	34,309	39,096	39,168	39,240	39,312	39,384	428,054	(39,802)
Service Accounts Penalties	34,050	2,837	2,824	1,956	2,496	2,580	2,209	2,396	3,076	3,081	3,087	3,253	3,260	33,055	(995)
Connection/Inspection Fees -															
Tap Connection Fees	28,800	-	-	-	-	-	-	-	-	-	-	-	28,800	28,800	-
Water Service Inspection	11,400	-	-	-	-	-	-	-	-	-	-	-	11,400	11,400	-
Other -	220.000	22.020	22.472	22.000	22.202	22.752	25.270	24 607	40.000	10.000	10.000	10.000	10.000	257 400	20.400
Interest Income	228,000	22,028	22,473	22,988	22,282	22,752	25,278	24,607	19,000	19,000	19,000	19,000	19,000	257,409	29,409
Total Revenues	3,113,482	184,959	166,652	785,061	350,257	160,873	177,914	176,379	197,837	198,155	198,475	208,167	248,705	3,053,434	(60,048)
Expenditures:															
District Facilities -															
Management & Consulting	220,138	12,717	14,116	13,507	13,502	13,512	13,525	13,568	18,370	18,387	18,403	18,420	18,438	186,465	33,673
Repairs & Maint Water	78,000	1,205	6,222	12,687	8,220	11,413	20,966	12,917	6,500	6,500	6,500	6,500	6,500	106,130	(28,130)
Repairs & Maint Sewer	24,000	-	753	4,406	120	7,909	-	378	2,000	2,000	2,000	2,000	2,000	23,566	434
Repairs & MaintPonds	15,000	850	850	850	850	850	850	850	1,250	1,250	1,250	1,250	1,250	12,200	2,800
Garbage Fees	255,221 455,160	20,710	20,710	20,671	20,729	20,749	20,787	20,826	21,326	21,365	21,403	21,441	21,480 455,160	252,197 455,160	3,024
Inspections	1,200	307	100	100	125	100	100	100	100	100	100	100	100	1,432	(232)
Lab Fees Joint Projects	15,490	307	100	100	125	100	-	100	100	100	100	100	15,490	15,490	(232)
Capital Outlay	21,000	_	_	_	_	_	_	_	_	_	_	_	21,000	21,000	_
Subtotal-District Facilities	1,085,209	35,789	42,751	52,222	43,547	54,532	56,228	48,639	49,546	49,602	49,656	49,711	541,418	1,073,641	11,568
Administrative Services -															
Director Fees, incl. payroll tax	15,224	1,427	476	1,665	238	1,427	238	1,682	_	4,520	_	2,379	1,665	15,718	(494)
Director Reimbursement	10,300	86	43	108		111	22	2,021	_	8,000	_	50	50	10,491	(191)
Election Expense	1,000	-	-	35	-	_	255	-	-	-	_	-	710	1,000	-
Insurance & Surety Bond	9,200	-	-	_	-	-	-	-	-	-	-	-	9,200	9,200	-
Legal Notices	7,500	2,455	-	-	-	-	-	-	-	-	-	-	5,040	7,495	5
Bank Service Charges	45,000	4,710	4,221	4,247	1,532	1,449	1,507	1,611	3,750	3,750	3,750	3,750	3,750	38,027	6,973
Website Expenditures	5,000	-	-	-	-	519	-	-	-	-	-	-	4,480	4,999	1
Miscellaneous	3,600						715	309	300	300	300	300	300	2,524	1,076
Subtotal-Admin. Services	96,824	8,680	4,740	6,055	1,770	3,506	2,736	5,623	4,050	16,570	4,050	6,479	25,195	89,455	7,369
Professional Fees -															
Legal Fees	58,800	3,513	3,276	3,758	1,693	4,373	3,044	3,051	4,900	4,900	4,900	4,900	4,900	47,207	11,593
Records Retention Compliance	5,000	140	-		-		-		-		-		4,860	5,000	-
Bookkeeping	39,500 27,000	3,450	2,850	2,850	5,363 1,013	3,450 1,013	2,850	3,388	2,900 2,250	3,300 2,250	2,900 2,250	3,300	3,300	39,901 18,843	(401)
Engineering Fees	10,000	1,138	1,138	1,013	1,013	1,013	1,138	1,138	2,250	2,250	2,250	2,250	2,250 10,000	18,843	8,157
Lead & Copper Financial Advisor Fees	1,000	-	613					-		-		-	10,000	613	387
Other Consulting Fees	7,500	_	015	_	_	_	_	_	_	_	_	_	7,500	7,500	507
Tax Collector/Appraisal Fees	4,750	_	_	1,844	_	_	1,135	_	_	1,000	_	_	1,000	4,979	(229)
Audit Fees	16,000	_	_	-,	12,000	4,000	-,	_	_	-,	_	_	-,	16,000	(,
Subtotal-Professional Fees	169,550	8,241	7,877	9,465	20,069	12,836	8,168	7,577	10,050	11,450	10,050	10,450	33,810	150,043	19,507
Total Expenditures	1,351,583	52,709	55,369	67,743	65,386	70,874	67,132	61,838	63,646	77,622	63,756	66,640	600,423	1,313,138	38,445
Other Financing Sources (Uses)															
Interfund Transfers	(1,772,177)	(158,414)	(108,681)	(129,834)	(65,283)	(87,293)	(179,802)	(110,156)	(125,657)	(125,999)	(119,389)	(119,389)	(250,947)	(1,580,844)	(191,333)
Total Other Financing Sources/(Uses)	ı														
2 33, (333)	(1,772,177)	(158,414)	(108,681)	(129,834)	(65,283)	(87,293)	(179,802)	(110,156)	(125,657)	(125,999)	(119,389)	(119,389)	(250,947)	(1,580,844)	(191,333)
Excess/(Deficiency) of Revenues															
over Expenditures	\$ (10,278)	\$ (26,164)	\$ 2,602	\$ 587,484	\$ 219,589	\$ 2,705	\$ (69,021)	\$ 4,385	\$ 8,534	\$ (5,466)	\$ 15,330	\$ 22,138	\$ (602,665)	\$ 159,452	\$ 169,730

# Travis County Municipal Utility District No. 2 Cash Account Reconciliations April 30, 2024

	Prosperity Bank Compass			
	 Operating	Manager's	Lockbox	Total
Beginning Bank Balance 4/01/2024	\$ 46,427.18	\$ 107,886.93	\$ 266,675.77	\$ 420,989.88
Cleared Transactions Checks and Payments	_	(112,752.04)	(91,746.58)	(204,498.62)
Deposits and Credits	 	136,602.83	145,258.19	281,861.02
Total Cleared Transactions	 	23,850.79	53,511.61	77,362.40
Ending Bank Balance 4/30/2024	46,427.18	131,737.72	320,187.38	498,352.28
Uncleared Transactions				
Deposits in Transit	-	-	3,780.55	3,780.55
Checks				
Various Various Customer Refunds	-	(3,001.59)	-	(3,001.59)
2/7/2024 Public Finance Group, LLC	-	(2,590.00)	-	(2,590.00)
4/17/2024 Tracy Johnson	 -	(1,654.66)		(1,654.66)
Register Balance as of 4/30/2024	\$ 46,427.18	\$ 124,491.47	\$ 323,967.93	\$ 494,886.58

# Travis County MUD 2 - GOF A/P Aging Summary

As of April 30, 2024

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
Armbrust & Brown, P.L.L.C.	3,050.90	3,298.93	0.00	0.00	0.00	6,349.83
Bott & Douthitt, P.L.L.C.	3,387.50	3,064.88	0.00	0.00	0.00	6,452.38
City of Manor	20,825.75	0.00	0.00	0.00	0.00	20,825.75
City of Round Rock Environmental Services	100.00	100.00	0.00	0.00	0.00	200.00
Crossroads Utility Services	0.00	26,862,92	0.00	0.00	0.00	26,862,92
Schroeder Engineering Co	1,138.40	0.00	0.00	0.00	0.00	1,138.40
UMB Bank, N.A.	0.00	400.00	0.00	0.00	0.00	400.00
TOTAL	28,502.55	33,726.73	0.00	0.00	0.00	62,229.28

#### Travis County MUD 2 - GOF Payroll Summary

October 2023 through April 2024

	Clarisa B. Strohmeyer	Daffney A. Henry	Raymond C. Mura	Tracy T. Johnson	Wilmer Roberts	TOTAL
Employee Wages, Taxes and Adjustments Gross Pay						
Director Fees	221.00	884.00	1,768.00	663.00	2,210.00	5,746.00
Total Gross Pay	221.00	884.00	1,768.00	663.00	2,210.00	5,746.00
Adjusted Gross Pay	221.00	884.00	1,768.00	663.00	2,210.00	5,746.00
Taxes Withheld						
Federal Withholding	0.00	0.00	(440.00)	0.00	(400.00)	(840.00)
Medicare Employee	(3.21)	(12.82)	(25.64)	(9.61)	(32.04)	(83.32)
Social Security Émployee	(13.71)	(54.81)	(109.62)	(41.11)	(137.02)	(356.27)
Medicare Employee Addl Tax	0.00	0.00	0.00	0.00	0.00	0.00
Total Taxes Withheld	(16.92)	(67.63)	(575.26)	(50.72)	(569.06)	(1,279.59)
Additions to Net Pay						
Mileage Reimbursement	21.61	87.44	87.44	65.33	197.00	458.82
Total Additions to Net Pay	21.61	87.44	87.44	65.33	197.00	458.82
Net Pay	225.69	903.81	1,280.18	677.61	1,837.94	4,925.23
Employer Taxes and Contributions	· ·		·			
Medicare Company	3.21	12.82	25.64	9.61	32.04	83.32
Social Security Company	13.71	54.81	109.62	41.11	137.02	356.27
Total Employer Taxes and Contributions	16.92	67.63	135.26	50.72	169.06	439.59

**Debt Service Fund** 

#### <u>Travis County M.U.D. No. 2</u> <u>Debt Service Schedule</u>

	Series 20		Series 2		Series 20		Series 2020		Series 2020A		Total	
ate	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interes
015	-	-	-	-	-	-	-	-	-	-	-	
015	25,000	43,138	-	-	-		-	-	-		25,000	4:
015 016	25,000	<b>43,138</b> 51,516	-	<del></del> -		<del></del> -		<del></del> -		<del></del> -	25,000	<b>43</b>
016	25,000	51,516	-	-	-	-	-	-	-	-	25,000	5
16	25,000	103,032	-	- :	-		-		-		25,000	103
017 017	80,000	51,266 51,266	-	29,910 94,453	-	-	-	-	-	-	80,000	8 14
)17 —	80,000	102,532	<del></del>	124,363	<u> </u>	<del></del>	<del></del>	<del></del> -	<del></del>	<del></del> -	80,000	226
018	-	50,466	-	94,453	-	-	-	-	-	-	· -	14
018	80,000	50,466	100,000	94,453	<u>-</u>	<del></del>	<u> </u>	<del></del> -		<del></del> -	180,000	14 289
018 019	80,000	<b>100,932</b> 49,666	100,000	<b>188,906</b> 93,453		<del></del>		<del></del> -		<del></del> -	180,000	14
019	85,000	49,666	110,000	93,453	20,000	5,415	-		-		215,000	14
019	85,000	99,332	110,000	186,906	20,000	5,415	-		-		215,000	291
020 020	90,000	48,391 48,391	110,000	92,353 92,353	75,000	40,188 40,188	10,000	19,146		-	285,000	18 20
20 —	90,000	96,782	110,000	184,706	75,000	80,375	10,000	19,146	-		285,000	381
021		47,041		91,116	-	38,594		24,000		47,836		24
021 <b>021</b>	90,000 <b>90,000</b>	47,041 <b>94,082</b>	110,000 <b>110,000</b>	91,116 <b>182,231</b>	80,000 <b>80,000</b>	38,594 <b>77,188</b>	20,000 <b>20,000</b>	24,000 <b>48,000</b>	45,000 <b>45,000</b>	48,103 <b>95,939</b>	345,000 <b>345,000</b>	24 <b>49</b> 7
022 —	-	45,691	-	89,878	-	36,894	-	23,800		47,372	-	24
022	200,000	45,691	110,000	89,878	80,000	36,894	250,000	23,800	45,000	47,372	685,000	24
022	200,000	91,382	110,000	<b>179,756</b> 88,503	80,000	73,788	250,000	<b>47,600</b> 21,300	45,000	<b>94,744</b> 46,641	685,000	487
023 023	215,000	42,691 42,691	100,000	88,503	85,000	35,194 35,194	260,000	21,300	50,000	46,641	710,000	23 23
023	215,000	85,382	100,000	177,006	85,000	70,388	260,000	42,600	50,000	93,281	710,000	468
024	-	39,466	-	87,253	-	33,388	-	18,700	-	45,828	-	22
024 <b>024</b>	220,000 <b>220,000</b>	39,466 <b>78,932</b>	105,000 <b>105,000</b>	87,253 <b>174,506</b>	85,000 <b>85,000</b>	33,388 <b>66,775</b>	265,000 <b>265,000</b>	18,700 <b>37,400</b>	50,000 <b>50,000</b>	45,828 <b>91,656</b>	725,000 <b>725,000</b>	22 <b>449</b>
025	-	36,166	-	85,547	-	31,581	-	16,050	-	45,016	725,000	21
025	230,000	36,166	100,000	85,547	85,000	31,581	275,000	16,050	50,000	45,016	740,000	21
0 <b>25</b> 026	230,000	<b>72,332</b> 32,716	100,000	<b>171,094</b> 83,922	85,000	<b>63,163</b> 29,775	275,000	<b>32,100</b> 13,300	50,000	<b>90,031</b> 44,203	740,000	<b>428</b> 20
026	240,000	32,716	100,000	83,922	90,000	29,775	280,000	13,300	55,000	44,203	765,000	20
)26	240,000	65,432	100,000	167,844	90,000	59,550	280,000	26,600	55,000	88,406	765,000	407
027 027	245,000	29,116	110,000	82,234 82,234	90,000	27,863 27,863	285,000	10,500	- 55,000	43,309	- 785,000	19 19
027 —	245,000	29,116 <b>58,232</b>	110,000	164,469	90,000	55,725	285,000	10,500 <b>21,000</b>	55,000 55,000	43,309 <b>86,619</b>	785,000 785,000	386
028	-	25,441	-	80,378	-	26,063	-	7,650	-	42,416	-	18
028	250,000	25,441	110,000	80,378	95,000	26,063	295,000	7,650	65,000	42,416	815,000	18
0 <b>28</b> 029	250,000	<b>50,882</b> 21,691	110,000	<b>160,756</b> 78,522	95,000	<b>52,125</b> 24,163	295,000	<b>15,300</b> 4,700	65,000	<b>84,831</b> 42,009	815,000	<b>36</b> 3
029	265,000	21,691	105,000	78,522	95,000	24,163	305,000	4,700	75,000	42,009	845,000	17
029	265,000	43,382	105,000	157,044	95,000	48,325	305,000	9,400	75,000	84,019	845,000	342
030 030	275,000	17,550 17,550	255,000	76,684 76,684	100.000	22,500 22,500	165.000	1,650 1,650	105,000	41,494 41,494	900,000	15 15
30 —	275,000	35,100	255,000	153,369	100,000	45,000	165,000	3,300	105,000	82,988	900,000	319
031	-	13,081	-	72,222	-	20,750	· -		-	40,772	-	14
031	285,000	13,081	455,000	72,222	100,000	20,750	<u>-</u>	<del></del>	185,000	40,772	1,025,000	14
031 032	285,000	<b>26,162</b> 8,450	455,000	<b>144,444</b> 64,259	100,000	<b>41,500</b> 19,125		<del></del> -	185,000	<b>81,544</b> 39,384	1,025,000	<b>29</b> 3
032	120,000	8,450	645,000	64,259	105,000	19,125	-		190,000	39,384	1,060,000	13
032	120,000	16,900	645,000	128,519	105,000	38,250	-		190,000	78,769	1,060,000	262
033 033	120,000	6,500 6,500	675,000	52,972 52,972	105,000	17,419 17,419	-	-	195,000	37,959 37,959	1,095,000	11 11
33	120,000	13,000	675,000	105,944	105,000	34,838	=		195,000	75,919	1,095,000	229
034	-	4,550	-	41,159	-	15,713	-		-	36,375		9
034 <b>)34</b>	130,000 <b>130,000</b>	4,550 9,100	695,000 <b>695,000</b>	41,159 <b>82,319</b>	105,000 <b>105,000</b>	15,713 <b>31,425</b>		<del></del>	205,000 <b>205,000</b>	36,375 <b>72,750</b>	1,135,000 1,135,000	9 <b>19</b> !
035	-	2,275	-	28,997	-	14,400	-	-	-	34,709	-	8
035	130,000	2,275	730,000	28,997	105,000	14,400	-		210,000	34,709	1,175,000	8
0 <b>35</b> 036	130,000	4,550	730,000	<b>57,994</b> 16,222	105,000	28,800 12,825	<del>-</del>	<del></del> -	210,000	<b>69,419</b> 32,872	1,175,000	<b>160</b>
036	-	-	895,000	16,222	105,000	12,825	-	-	220,000	32,872	1,220,000	6
36	-		895,000	32,444	105,000	25,650	-		220,000	65,744	1,220,000	123
037	-	-	-	-	1,035,000	11,644	-	-	230,000	30,947 30,947	1,265,000	4 4
037 <b>)37</b>		<del></del> -		<del></del>	1,035,000	11,644 23,288		<del></del>	230,000	61,894	1,265,000	85
038	-	-	-	16,222	-	12,825	-	-	-	28,791	-	5
038	-		895,000	16,222	105,000	12,825	-		1,455,000	28,791	2,455,000	5
038 039		<del></del> -	895,000	<b>32,444</b> 16,222	105,000	<b>25,650</b> 12,825	-	<del></del> -	1,455,000	<b>57,581</b> 15,150	2,455,000	115 4
039	-	-	895,000	16,222	105,000	12,825	-	-	1,515,000	15,150	2,515,000	4
39	-		895,000	32,444	105,000	25,650	_		1,515,000	30,300	2,515,000	88

**Expenditures to be Approved** 

## ARMBRUST & BROWN, PLLC

ATTORNEYS & COUNSELORS 100 Congress Avenue Suite 1300 Austin, TX 78701-2744

PHONE: (512) 435-2300 FACSIMILE: (512) 435-2360

Billing Summary

TRAVIS COUNTY MUD NO. 2
C/O BOTT & DOUTHITT, P.L.L.C.
P.O. BOX 2445
ROUND ROCK, TX 78680

April 16, 2024 083410 Client: Matter: 000100

Federal Tax I.D. No.: 74-2827166

Attention: LISA WALD

For Professional Services Rendered Through	gh March 31, 2024			
	Account Summary			
Invoice # Matter Name 201915 GENERAL	Previous Balance Gu \$6,065.35	rrent invoice; \$3,043.93	Credits ⊕ \$6,065.35	<b>Total Due</b> \$3,043.93
Please return with all remittance for prop	er credit.			
Total due reflects payments received as	of the date of this invoice.			
Thank you.				
Amount of Payment:				

By/Date Reseives: 102	419.04
By/Date Posted: DEH	1934
Approved for Psyment:	¥
Hand Delivered to:	<u> </u>
Mailed By/Date:	
GL#: (0330	

#### ARMBRUST & BROWN, PLLC

ATTORNEYS & COUNSELORS 100 Congress Avenue Suite 1300

PHONE: (512) 435-2300 FACSIMILE: (512) 435-2360

Suite 1300 Austin, TX 78701-2744 Federal Tax I.D. No.: 74-2827166

## Billing Summary TRAVIS COUNTY MUD NO. 2 April 16, 2024 C/O BOTT & DOUTHITT, P.L.L.C. Client: 083410 Matter: 000114 P.O. BOX 2445 **ROUND ROCK, TX 78680** Attention: LISA WALD For Professional Services Rendered Through March 31, 2024 Ageount Summary Invoice # Matter Name Previous Balance Gurrent Invoice Credits Total Duc 201916 ELECTION EXPENSE \$35.00 \$255.00 \$35.00 \$255.00 Please return with all remittance for proper credit. Total due reflects payments received as of the date of this invoice. Thank you. Amount of Payment:

By/Date Received: DL LN9.2H
By/Date Posted: DL H. 25-24
Approved for Payment:
Hand Delivered to:
Mailed By/Date:
GL#: (300

# ARMBRUST & BROWN, PLLC ATTORNEYS & COUNSELORS

100 Congress Avenue Suite 1300

PHONE: (512) 435-2300 FACSIMILE: (512) 435-2360 Austin, TX 78701-2744

Federal Tax I.D. No.: 74-2827166

#### Billing Summary

TRAVIS COUNTY MUD NO. 2
C/O BOTT & DOUTHITT, P.L.L.C.
P.O. BOX 2445
ROUND ROCK, TX 78680

Attention: LISA WALD

May 14, 2024 Client: 083410 000100 Matter:

For Professional Services Rendered Through Apri	30, 2024	7633 <u> </u>		
				opensky popolety and the second se
<b>A</b> :	ccount Summary			
	revious Balance Cu	rrent invoice	Credits .	Total Due
202577 GENERAL	\$3,043.93	\$3,050.90	\$0.00	\$6,094.83
Please return with all remittance for proper cre	dit.			
Total due reflects payments received as of the	date of this invoice.			
Thank you.				
Amount of Payment:		•		

By/Date R	eceived:	_0	- 5.1L	1-24
By/Date P	osted:	ly	57/18	
Approved	for Paym	nent:		
Hand Deliv	rered to:	$L_{-}$	7	
Mailed By/	Date:			150
GL#:	- 4	330		

# **Invoice**



Date	Invoice #
3/31/2024	15420

Bill To	<u> </u>
Travis County MUD No. 2 c/o Bott & Douthitt, PLLC PO Box 2445 Round Rock, TX 78680	

Description	Amount
Monthly Accounting Services (No Meeting in Current Month)	2,850.00
Reimbursable Expense - Check Printing Charges	214.88
By/Date	Received: Ok 4-3-34
By/Date:	Posted: NA A-4-2H
	d for Payment:
Hand De	livered to:
Mailed B	
GL#: <u>[e</u> L	130/6560
Thank you for your business!	<b>Total</b> \$3,064.88

PO Box 2445 • Round Rock, TX • 78680 Phone (512) 733-0700 • Fax (512) 733-0704

## **Invoice**



Date	Invoice #
4/30/2024	15580

Bill To	
Travis County MUD No. 2 c/o Bott & Douthitt, PLLC PO Box 2445 Round Rock, TX 78680	

Description	Amount
Monthly Accounting Services - Meeting Hourly - Attendance at Board Meeting	3,200.00 187.50
	:
By/Date Rec	eived: (C. 6.1.2)
By/Date Pos Approved fo Hand Delive	Payment:
Mailed By/Da GL#: <u>し</u> と <u>し</u> ろ	
Thank you for your business!	<b>Total</b> \$3,387.50

PO Box 2445 • Round Rock, TX • 78680 Phone (512) 733-0700 • Fax (512) 733-0704



#### City of Round Rock Environmental Services Department

INVOICE

3400 Sunrise Road Round Rock, TX 78665 Phone (512) 218-5561 Fax (512) 341-3316 www.roundrocktexas.gov/waterlab

Bill To

Darrell Winslett
Travis County MUD 2
2601 Forest Creek Drive
Round Rock, TX 78665

Invoice No: 218-0324

Invoice Date:

4/5/2024

Payment Due Date:

5/5/2024

Payment Terms:

Net 30 Days

Sampling Period: 3/1/2024-3/31/2024

Purchase Order Number	Public Water System and/or Project Name	Test Category	Quantity	List Price	Category Total
	2270241 Travis County MUD 2	Bacteriological Test, PA, Standard Rate	4	\$25	\$100

Amount due for Travis County MUD 2: \$100.00

Please detach payment coupon located on the next page and include it with your payment.

Please remit to: City of Round Rock, Environmental Services Laboratory 3400 Sunrise Road Round Rock, TX 78665 SUBTOTAL: \$100.00

PRIOR CREDIT OR PAYMENTS: \$0.00

TOTAL AMOUNT DUE: \$100.00

For billing questions, please contact Anja Thissen at (512) 218-5573

By/Date Received:	4/16
By/Date Posted:	1-367PH
Approved for Payment:	
Hand Delivered to:	
Mailed By/Date:	
GL#: (alfi)	



#### City of Round Rock **Environmental Services Department**

INVOICE

3400 Sunrise Road Round Rock, TX 78665 Phone (512) 218-5561 Fax (512) 341-3316 www.roundrocktexas.gov/waterlab

Bill To

**Darrell Winslett Travis County MUD 2** 2601 Forest Creek Drive Round Rock, TX 78665

Invoice No:

218-0424

Invoice Date:

5/7/2024

Payment Due Date:

6/6/2024

Payment Terms:

Net 30 Days

Sampling Period: 4/1/2024-4/30/2024

Purchase Order Number	Public Water System and/or Project Name	Test Category	Quantity	List Price	Category Total
	2270241 Travis County MUD 2	Bacteriological Test, PA, Standard Rate	4	\$25	\$100

Amount due for Travis County MUD 2:

\$100.00

Please detach payment coupon located on the next page and include it with your payment.

Please remit to: City of Round Rock, Environmental Services Laboratory 3400 Sunrise Road Round Rock, TX 78665

For billing questions, please contact Anja Thissen at (512) 218-5573

\$100.00	SUBTOTAL:
\$0.00	PRIOR CREDIT OR PAYMENTS:
\$100.00	TOTAL AMOUNT DUE:

Sy/Date Posted: \_\_ Approved for Payment: \_\_ Hand Delivered to:



# Invoice 10048

Date: April 18, 2024

2601 Forest Creek Dr. Round Rock, TX 78665 512-246-1400 www.crossroadsus.com

#### Bill To:

Travis County MUD 2 C/O Bott & Douthitt P.O. Box 2445 Round Rock, TX 78680

tourist tourist the second sec		Apr-24	
		rations & ntenance	
DESCRIPTION	AMOUI	NT	
Basic Service	\$	13,567.90	•
Water Distribution	\$	13,747.02	
Wastewater Collection	\$	378.00	
Inspection Services	\$	:=	
Taps and Meters	\$	-	
Credit SO 413707A	\$	(830.00)	6130
Total	\$	26,862.92	

By/Date Receive	ed: 🔼	4019.24	
By/Date Posted	:_lu	Bu	
Approved for Pa	yment: _	1	
Hand Delivered	to:		
Mailed By/Date:			
GL#: 1	o det	nl	v. 1000000000000000000000000000000000000



2601 Forest Creek Dr Round Rock, TX 78665-1232

Statement #: 10048

Page 1

#### Statement

Month:

**APRIL 2024** 

Client:

TRAVIS COUNTY MUD 2

Statement Date: 04/18/24

Work Category		Amount
BASIC SERVICE		\$13,567.90
WATER DISTRIBUTION		\$13,747.02
WASTEWATER COLLECTION		\$378.00
	Total This Statement:	\$27,692.92

#### Invoice for Basic Service

Crossroads Utility Services

2601 Forest Creek Dr. Round Rock, TX 78665 Phone: 281-620-3986

Fax:

Client:

**TRAVIS COUNTY MUD 2** 

**Billing Cycle:** 

**APRIL 2024** 

Base Operations Fee

\$4,294.00

New Connection Fee/ UMS SET UP FEE

14 @ \$1.00 EA

\$14.00

Operations Services per Connection 1105 @ \$8.38 EA

\$9,259.90

**Total BASIC SERVICE** 

\$13,567.90

#### BILLING CYCLE: APRIL 2024 TRAVIS COUNTY MUD 2

S/O #	SVC DATE	COMP	ADDRESS	NOTES	LABOR	EQUIP	MAT'L	SUBCON	TOTAL
BASIC SI	RVICE								
420085A	04/17/24	04/17/24		BASIC SERVICE	0.00	0.00	13,567.90	0.00	13,567.90
				·	•	BASIC S	ERVICE SUBTO	TAL.	13,567.90
WATER I	DISTRIBUTIO	ОИ							
396717A	09/06/23	03/24/24	13616 SUGAR BUSH PATH	TURNED WATER OFF-FINAL-LOCKED OUT	0.00	0.00	0.00	0.00	0.00
397081A	09/08/24	03/24/24	16800 EDWIN REINHARDT DR	OPENED CLOSED VALVE - FOUND NO ISSUE WITH PRESSURE EMAILED CS WITH FINDINGS	112.00	45.00	0.00	0.00	157.00 62
398344A	09/20/23	03/24/24	13613 BULLHORN ACACIA PASS	CUSTOMER PROBLEM - CUST HAD LEAK ON THEIR SIDE AND HAS PLUMBER ON THE WAY FOR REPAIR	75.00	45.00	0.00	0.00	120.00
398429A	09/21/23	03/24/24	11208 TERRACE MEADOW WAY	MAINT NEEDED FOR REPAIR EMAILED CS	75.00	45.00	0.00	0.00	120.00
399292A	09/20/23	03/24/24	11724 EMERALD SPRINGS LANE	TURNED WATER ON NEW CUSTOMER	30.00	0.00	0.00	0.00	30.00
401206A	10/16/23	03/24/24	11629 ARCHERY COURT	REREAD METER FOR B&C - SENT PICTURE TO BILLING	0.00	0.00	0.00	0.00	0.00
404852A	11/20/23	03/24/24	11616 PRINCE PHILLIP WAY	MAINT NEEDED FOR REPAIR EMAILED FINDINGS TO CS AND MAINT	75.00	45.00	0.00	0.00	120.00
406266A	12/06/23	03/24/24	13621 ARBOR HILL COVE	REPLACED METER-NOT REGISTERING	65.00	0.00	0.00	0.00	65.00
406308A	12/06/23	03/24/24	11708 GOLD RUN CV	REPLACED METER-NOT REGISTERING	65.00	0.00	0.00	0.00	65.00
410964A	01/22/24	03/20/24	13805 LONG SHADOW DR	EXCAVATED & REPAIRED SHORT TAP LEAK. EXCAVATED 5 FT DEEP TO EXPOSE 1 1/2 WYE THAT HAD BLEW OFF, TURNED WATER OFF TO MAIN TO BE ABLE TO MAKE THE REPAIR, AND INSTALLED VALVE TO RESTORE WATER TO THE STREET.	5,081.00	5,636.00	407.02	0.00	11,124.02

#### BILLING CYCLE: APRIL 2024 TRAVIS COUNTY MUD 2

S/O #	SVC DATE	COMP	ADDRESS	NOTES	LABOR	EQUIP	MAT'L	SUBCON	TOTAL
VATER [	DISTRIBUTION	אכ							
411411A	02/06/24	04/07/24	IN DISTRICT TCM2	REREAD PER COMMERCIAL REPORT	0.00	0.00	0.00	0.00	0.00
412635A	02/07/24	03/19/24	13717 FIELD SPAR DR	TURN WATER ON - NEW CUSTOMER - SERVICE ALREADY ON	30.00	0.00	0.00	0.00	30.00
413105A	02/14/24	03/24/24	11605 SUN GLIDE LN	TURNED WATER OFF-ACCOUNT FINAL	0.00	0.00	0.00	0.00	0.00
413734A	02/19/24	03/24/24	13605 SUN DAPPLE CT	TURNED WATER ON DEL ACCOUNT	75.00	0.00	0.00	0.00	75.00
413918A	02/20/24	03/24/24	11605 SUN GLIDE LN	TURN WATER ON - NEW CUSTOMER - SERVICE ALREADY ON	30.00	0.00	0.00	0.00	30.00
414236A	02/22/24	03/24/24	14116 ARBOR HILL COVE	TURN WATER ON - NEW CUSTOMER - SERVICE ALREADY ON	30.00	0.00	0.00	0.00	30.00
414639A	03/01/24	04/14/24	11601 FALCON TRAIL CT	TURNED WATER ON NEW CUSTOMER	30.00	0.00	0.00	0.00	30,00
415115A	03/01/24	04/14/24	13728 SHADOWLAWN TRACE	TURNED WATER ON NEW CUSTOMER	30.00	0.00	0.00	0.00	30.00
415991A	03/01/24	04/14/24	17028 JOHN MICHAEL DR	MET WITH CUSTOMER - DIRTY WATER - HAD CUSTOMER FLUSH LINES	75.00	0.00	0.00	0.00	75.00
416540A	03/18/24	04/15/24	11505 SUNNY CREEK LN	TURNED WATER OFF-ACCOUNT FINAL	0.00	0.00	0.00	0.00	0.00
416620A	03/14/24	03/18/24	IN DISTRICT TCM2	TURNED WATER OFF-DELINQUENT ACCOUNT(S)	375.00	0.00	0.00	0.00	375.00
416621A	03/14/24	03/18/24	IN DISTRICT TCM2	TURNED WATER ON, DELIQUENT ACCOUNT.	300.00	0.00	0.00	0.00	300.00
416663A	03/18/24	04/15/24	11817 EMERALD SPRINGS	TAGGED DOOR VACANT HOUSE W/ WATER USAGE	58.00	45.00	0.00	0.00	103.00
416768A	03/14/24	03/18/24	13613 AMBER DAWN CT	TURNED WATER ON DEL ACCOUNT. ALL GOOD. TESTED AT HOSE	75.00	0.00	0.00	0.00	75.00
416823A	03/19/24	04/15/24	13328 ARBOR HILL COVE	TURNED WATER ON NEW CUSTOMER	30.00	0.00	0.00	0.00	30.00
416889A	03/16/24	03/27/24	11625 SUNGLASS DR	REPAIRED METER LEAK WWWASHERS. I	273.00	220.00	0.00	0.00	493.00

04/18/24 04:11:09 PM

Page 2 of 4 39 of 63

#### BILLED - SERVICE ORDER SUMMARY BILLING CYCLE: APRIL 2024 TRAVIS COUNTY MUD 2

\$/O#	SVC DATE	COMP	ADDRESS	NOTES	LABOR	EQUIP	MAT'L	SUBCON	TOTAL
WATER D	STRIBUTION	ON							
				CAME OUT TO CHECK A LEAK, BUT IT WAS ON THE CUSTOMER'S SIDE IN THE IRRIGATION BOX. BACK CHARGE CUSTOMER \$243.00					
417183A	03/20/24	03/22/24	13717 ARBOR HILL COVE	TURNED WATER OFF-FINAL LOCKOUT.	0.00	0.00	0.00	0.00	0.00
417221A	03/20/24	03/22/24	13608 BULLHORN ACACIA PASS	TURNED WATER ON NEW CUSTOMER	30.00	0.00	0.00	0.00	30.00
418747A	04/04/24	04/09/24	11305 RUNNEL RIDGE	TURNED WATER ON.	30.00	0.00	0.00	0.00	30.00
418929A	04/02/24	04/09/24	11505 KNAPPLE CV	CUSTOMER CALLED ABOUT WATER LEAK IN YARD. TALKED TO CUSTOMER AND TRIED TO SHUT WATER OFF. TOLD TO CALL BACK NEXT DAY.	75.00	0.00	0.00	0.00	75.00
418938A	04/05/24	04/09/24	16705 CHRISTINA GARZA DR	TURN WATER ON - NEW CUSTOMER - SERVICE ALREADY ON. CFL ALL GOOD.	30.00	0.00	0.00	0.00	30.00
118949A	04/03/24	04/11/24	11505 KNAPPLE CV	CUSTOMER CALLED ABOUT WATER LEAK IN YARD. TRIED TO WALK CUSTOMER THROUGH SHUTTING OFF WATER. SENT TO DAY OPERATOR TO INVESTIGATE.	75.00	0.00	0.00	0.00	75.00
419328A	04/12/24	04/16/24	13616 FIELD STREAM LN	TURNED WATER OFF.	0.00	0.00	0.00	0.00	0.00
419562A	04/12/24	04/16/24	11541 SUNNY CREEK LN	TURNED WATER ON.	30.00	0.00	0.00	0.00	30.00
				<del></del>	1212	WATER DISTRIB	UTION SUBTOT	AL	13,747.02
WASTEW	/ATER COL	LECTION							
403748A	11/08/23	03/24/24	11513 SHADY MEADOW WAY	MAINT NEEDED FOR REPAIRS - WAS NOT BACKED UP WHEN I ARRIVED	75.00	45.00	0.00	0.00	120.00
415163A	02/29/24	04/02/24	11616 PRINCE PHILLIP WAY	LANDSCAPED AFTER WATER MAIN REPAIR. WE CAME OUT TO PUT DOWN	148.00	110.00	0.00	0.00	258.00

#### BILLING CYCLE: APRIL 2024 TRAVIS COUNTY MUD 2

S/O #	SVC DATE COMP	ADDRESS	NOTES	LABOR	EQUIP	MAT'L	SUBCON	TOTAL
WASTE	WATER COLLECTION				•			
			GRASS AFTER A SEWER REPAIR.					
				WAST	EWATER COLL	ECTION SUBTO	TAL	378.00
		· ·	LABOR/EQUIPMENT/MATERIAL/SUBCON TOTALS	7,482.00	6,236.00	13,974.92	0.00	
					G	RAND TOTAL		27,692.92



# Invoice 10127

Date: May 20, 2024

2601 Forest Creek Dr. Round Rock, TX 78665 512-246-1400 www.crossroadsus.com

#### **Bill To:**

Travis County MUD 2 C/O Bott & Douthitt P.O. Box 2445 Round Rock, TX 78680

	May-24		
	Operations & Maintenance		
DESCRIPTION	AMOUNT		
Basic Service	\$	13,559.90	
Water Distribution	\$	10,181.51	
Wastewater Collection	\$	16,353.81	
Inspection Services	\$	145.00	
Taps and Meters	\$	a <b>-</b>	
Total	\$	40,240.22	

By/Date Received: 102 5:21-24	
By/Date Posted: 4	ion:
Approved for Payment:	_
Hand Delivered to:	
Mailed By/Date:	-
GL#: All detail	_



#### 2601 Forest Creek Dr Round Rock, TX 78665-1232

Statement #: 10127

Page 1

## **Statement**

Month:

MAY 2024

Client:

**TRAVIS COUNTY MUD 2** 

Statement Date: 05/20/24

Work Category		Amount
BASIC SERVICE		\$13,559.90
WATER DISTRIBUTION		\$10,181.51
WASTEWATER COLLECTION		\$16,353.81
INSPECTION SERVICES		.\$145.00
	Total This Statement:	\$40,240.22

#### **Invoice for Basic Service**

**Crossroads Utility Services** 

2601 Forest Creek Dr. Round Rock, TX 78665 Phone: 281-620-3986

Fax:

Client:

TRAVIS COUNTY MUD 2

**Billing Cycle:** 

MAY 2024

Base Operations Fee

\$4,294.00

New Connection Fee/ UMS SET UP FEE

6 @ \$1.00 EA

\$6.00

Operations Services per Connection

1105 @ \$8.38 EA

\$9,259.90

**Total BASIC SERVICE** 

\$13,559.90

#### BILLING CYCLE: MAY 2024

TRAVIS COUNTY MUD 2

S/O #	SVC DATE	COMP	ADDRESS	NOTES	LABOR	EQUIP	MAT'L	SUBCON	TOTAL
BASIC SI	ERVICE								
423328A	05/15/24	05/15/24	-	BASIC SERVICE	0.00	0.00	13,559.90	0.00	13,559.90
				3		BASIC S	ERVICE SUBTO	TAL	13,559.90
WATER (	DISTRIBUTI	ON							65 DO (4)
414276A	04/10/24	05/13/24	14008 ARBOR HILL COVE	REPLACED METER-NOT REGISTERING	65.00	0.00	0.00	0.00	65.00
415631A	03/03/24	04/27/24	13705 SHADOW GLADE PLACE	DIRTY WATER CALL. ADVISED CALLER TO FLUSH OUTSIDE FAUCET FOR IA FEW MINUTES. IF NOT CLEARED TO CALL BACK. NO RETURN CALL.	75.00	0.00	0.00	0.00	75.00
415632A	03/03/24	04/27/24	11620 PRINCE PHILLIP WAY	DIRTY WATER CALL. ADVISED CALLER TO FLUSH OUTSIDE FAUCET FOR 15 MINUTES. IF NOT CLEAR, TO CALL BACK. NO RETURN CALL.	75.00	0.00	0.00	0.00	75.00
416406A	03/04/24	04/27/24	11701 SUN GLASS DR	DISPATCHED WATER CALL. SPOKE TO CALLER AT LENGTH THEN THROUGH CHECKING FAUCETS. OUTSIDE SPIGOT CLEAR. ADVISED CALLER TO FLUSH HOUSE LINES.	75.00	0.00	0.00	0.00	75.00
416779A	03/15/24	05/14/24	11908 EMERALD SPRINGS LN	TURNED WATER ON DEL ACCOUNT	75.00	0.00	0.00	0.00	75.00
416931A	04/01/24	05/12/24	17228 CROWNDALE DRIVE	TURNED WATER OFF-ACCOUNT FINAL	0.00	0.00	0.00	0.00	0.00
416988A	04/01/24	05/12/24	16705 CHRISTINA GARZA DR	TURNED WATER OFF-ACCOUNT FINAL	0.00	0.00	0.00	0.00	0.00
417848A	03/26/24	05/11/24	13725 FIELD SPAR DR	TURNED WATER ON NEW CUSTOMER	30.00	0.00	0.00	0.00	30.00
418255A	04/01/24	05/12/24	11817 EMERALD SPRINGS	TURNED WATER ON NEW CUSTOMER	30.00	0.00	0.00	0.00	30.00
418315A	04/01/24	05/12/24	13717 ARBOR HILL COVE	TURNED WATER ON NEW CUSTOMER	30.00	0.00	0.00	0.00	30.00
418477A	04/02/24	05/12/24	17228 CROWNDALE DRIVE	TURNED WATER ON NEW CUSTOMER	30.00	0.00	0.00	0.00	30.00

#### **BILLING CYCLE: MAY 2024**

TRAVIS COUNTY MUD 2

S/O #	SVC DATE	COMP	ADDRESS	NOTES	LABOR	EQUIP	MAT'L	SUBCON	TOTAL
WATER C	DISTRIBUTION	ON							
418846A	04/02/24	04/22/24	11505 KNAPPLE CV	INVESTIGATED POSSIBLE LEAK. DUG OUT INSIDE OF BOX TO BE ABLE TO SHUT OFF ANGLE STOP TO STOP LEAK ON HOMEOWNER'S SIDE.	408.00	220.00	0.00	0.00	628.00
419041A	04/09/24	05/13/24	11320 RUNNEL RIDGE RD	TURNED WATER ON NEW CUSTOMER	30.00	0.00	0.00	0.00	30.00
419125A	04/09/24	05/13/24	13513 GREEN LODGE CT	TURNED WATER ON NEW CUSTOMER	30.00	0.00	0.00	0,00	30.00
419799A	04/15/24	05/14/24	11204 TERRACE MEADOW WAY	INVESTIGATED POSSIBLE LEAK - JUST RAIN WATER	116.00	90.00	0.00	0.00	206.00
419844A	04/17/24	05/15/24	13708 LONG SHADOW DR	TURNED WATER OFF-ACCOUNT FINAL	0.00	0.00	0.00	0.00	0.00
419914A	04/16/24	04/18/24	11729 VOELKER REINHARDT WAY	CUSTOMER DISPUTE. VERIFIED READ.	58.00	45.00	0.00	0.00	103.00
119978A	04/17/24	05/15/24	13428 BREEZY MÉADÓW WAY	CHECKED FOR LEAKS -FOUND NO LEAKS	58.00	45,00	0.00	0.00	103.00
20119A	D4/18/24	04/22/24	13821 LONG SHADOW DR	HOUSELINE LEAK CUSTOMER DISPUTE HIGH USAGE.	58.00	45.00	0.00	0.00	103.00
420135A	04/18/24	04/22/24	11633 SUNGLASS DR	TURNED WATER ON NEW CUSTOMER	30.00	0.00	0.00	0.00	30.00
420143A	04/18/24	04/22/24	17316 CROWNDALE DRIVE	CUSTOMER DISPUTE HIGH USAGE.	58.00	45.00	0.00	0.00	103.00
120240A	04/18/24	04/22/24	IN DISTRICT TCM2	TURNED WATER OFF-DELINQUENT ACCOUNT(S)	375.00	0.00	0.00	0.00	375.00
420241A	04/18/24	04/22/24	IN DISTRICT TCM2	TURNED WATER ON DEL ACCOUNT	225.00	0.00	0.00	0.00	225.00
420296A	04/30/24	05/01/24	12100 MOSSYGATE	TURNED WATER ON NEW CUSTOMER	30.00	0.00	0.00	0.00	30.00
120620A	04/23/24	04/25/24	16500 CHRISTINA GARZA DR	TURNED WATER OFF-ACCOUNT FINAL	0.00	0.00	0.00	0.00	0.00
420650A	04/23/24	05/10/24	16825 EDWIN REINHARDT DR	EXCAVATED & REPAIRED FIRE HYDRANT. CAR STRUCK HYDRANT, EXCAVATED	2,552.00	3,428.00	1,525.51 √	0.00	7,505.51

#### BILLING CYCLE: MAY 2024 TRAVIS COUNTY MUD 2

S/O #	SVC DATE	COMP	ADDRESS	NOTES	LABOR	EQUIP	MATL	SUBCON	TOTAL
NATER I	DISTRIBUTIO	ON						·	380
				HYDRANT APPROXIMATELY 5 FEET. HYDRANT BOLT KIT WAS BROKEN AT TOP AND AGAIN 4 FEET DOWN ON SECOND 2" EXTENSION. REPLACED KITS AND TESTED. BACK FILLED AND CLEANED AREA.					
421076A	04/25/24	04/29/24	11609 FALCON TRAIL	MET WITH CUSTOMER. DISCUSSED WATER PROBLEM. NO WATER. SENT DIALERS OUT. OFF AT OUR VALVE. GOT TURNED BACK ON.	75.00	0.00	0.00	0.00	75,00
421137A	04/29/24	05/01/24	13809 FIELD SPAR DR	NEEDS ANGLE STOP, REFER TO MAINTENANCE.	0.00	0.00	0.00	0.00	0.00
421710A	05/01/24	05/06/24	11605 SUN GLIDE LN	TURNED WATER ON NEW CUSTOMER	30.00	0.00	0.00	0.00	30.00
421779A	05/02/24	05/06/24	13809 FIELD SPAR DR	TURNED WATER ON NEW CUSTOMER.	30.00	0.00	0.00	0.00	30.00
422066A	05/06/24	05/07/24	16705 CHRISTINA GARZA DR	TURNED WATER ON NEW CUSTOMER	30.00	0.00	0.00	0.00	30.00
122505A	05/09/24	05/13/24	11628 SUNNY CREEK LN	TURN WATER ON - NEW CUSTOMER - SERVICE ALREADY ON	30.00	0.00	0.00	0.00	30.00
122536A	05/10/24	05/13/24	11817 EMERALD SPRINGS	TURN WATER ON - NEW CUSTOMER - SERVICE ALREADY ON . CHECKED FAUCET.	30.00	0.00	0.00	0.00	30.00
	超					WATER DISTRIB	UTION SUBTOTA	<b>AL</b>	10,181.51
WASTEW	VATER COLI	ECTION							
410506A	01/18/24	05/09/24	13616 TERCEL TRACE	EXCAVATED & REPAIRED SANITARY LINE. SEWER WAS BROKEN SHIFTED FITTING GOING INTO LAID DOWN WYE. 4 COMMUNICATION LINES, GAS LINE, AND WATER ALL RAN THERE. HAND DUG 8FT	4,096.00	5,536.00	832.92 √	0.00	10,464.92

#### BILLING CYCLE: MAY 2024

TRAVIS COUNTY MUD 2

S/O #	SVC DATE	COMP	ADDRESS	NOTES	LABOR	EQUIP	MATL	SUBCON	TOTAL
WASTEW	ATER COL	LECTION					30.00		357
	···-			DOWN.					
419476A	04/11/24	04/17/24	13616 TERCEL TRACE	CONCRETE WORK COMPLETED. PREPARE FOR APPROXIMATELY 1 YARD OF CONCRETE. REMOVE A CONCRETE, DIRT, AND SET UP REBAR, AND WOOD FORMS ADJUST WATER METER AND CLEAN UP SEWER PIPE. POURED AND FINISHED APPROXIMATELY 1 YARD OF CONCRETE MIXED BY HAND. JOB IS COMPLETE.	2,388.00	2,140.00	515.48 √	0.00	5,043,48
419477A	04/11/24	04/17/24	13616 TERCEL TRACE	REMOVED CONCRETE WOOD FORMS, CLEANED EVERYTHING AROUND THE CONCRETE AND SPREAD TOP SOIL AROUND THE NEW CONCRETE. LANDSCAPE IS COMPLETED WE USE 5 BAGS OF TOP SOIL. WHAT WE HAD IN STOCK IN THE YARD.	408.00	290.00	15.41	0.00	713.41
422247A	05/06/24	05/07/24	11612 PRINCE PHILLIP WAY	NO ISSUES FOUND.	87.00	45.00	0.00	0.00	132.00
				· · · · · · · · · · · · · · · · · · ·	WAST	EWATER COLLE	CTION SUBTO	<b>TAL</b>	16,353.81
INSPECT	ION SERVI	CES							
417951A	04/02/24	05/12/24	16917 CHRISTINA GARZA DR	BUILDER WATER/SEWER INSPECTIONS FAILED LINES BURIED	145.00	0.00	0.00	0.00	145.00
					ļi	NSPECTION SER	RVICES SUBTO	ΓAL .	145.00

**BILLING CYCLE: MAY 2024** 

LABOR/EQUIPMENT/MATERIAL/SUBCON TOTALS

11,862.00

11,929.00

16,449.22

0.00

**GRAND TOTAL** 

40,240.22



BILL TO:
TRAVIS CO M.U.D. #2 c/o BOTT & DOUTHITT, P.L.L.C. PO BOX 2445 ROUND ROCK, TX 78680-2445

INVOICE NO 27678 INVOICE DATE May 1, 2024

CUSTOMER ID	PURCHASE ORDER	PA YMENT TERMS	SALES REP
TRAVIS		Net 30 Days	
	DESCRIPTIO	NC	AMOUNT
MAY 2024 ~LANDSCAPE MA 7, 2023)	INTENANCE OF DRAINAGE CHA	NNEL (PER AGREEMENT EFFECTIVE JUNE	850.00
		By/Date Received: QLU By/Date Posted: Approved for Payment: Hand Delivered to: Mailed By/Date: GL#: 240	.90.3H 1
Irrigation in Texas is regule P.O. Box 13087, Austin, Te	ated by the Texas Commission on Environm exas 78711-3087. TCEQ's web site is:	ental Quality (TCEQ) (MC-178), www.iceg.state.tx.us SUBTOTA	Į 850.00
IRRIGATOR INFORMAT	ION: Charles Mowen, License No. L10006	Sales Ta	x
		тота	L \$850.00

Phone (512) 472-0207, Fax (512) 472-0229 www.texascapes.com

13740 Research Blvd., Suite J-7 Austin, Texas 78750



UMB Bank, N.A. P O Box 414589 Kansas City, MO 64141-4589

Invoice

973515

Invoice Date: Account Number: Administrator: Phone Number:

Email:

April 9, 2024 2T20

James Henry (512) 582-5854 James.Henry@umb.com

Travis Co MUD No. 2 c/o Bott & Douthitt, PLLC PO Box 2445 Round Rock, TX 78680

Billing Period:	April 1, 2024 through March 31, 2025
Prior Balance:	\$400.00
Payments Received as of April 8, 2024	\$400.00
Adjustments	\$ 0.00
Outstanding Balance:	\$ 0.00
Current Billing Period:	
Current Period Fees	\$400,00
Total Fees Due	\$400.00

By/Date Received: OL 4-18-24	
By/Date Posted: 0 4 25.24	
Approved for Payment:	
Hand Delivered to:	
Mailed By/Date:	
GL#: 1173	

Remittance Stub Billing Period 04/01/2024 - 03/31/2025 Account Number: Invoice Number:

Remit Balance

2720 973515 \$400.00

Payment Due Upon Receipt

Travis Co MUD No. 2 e/o Bott & Douthitt, PLLC PO Box 2445 Round Rock, TX 78680

Check Enclosed \$\_

Mail Payments To: UMB Bank, N.A. Attn: Trust Fees Department P O Box 414589 Kansas City, MO 64141-4589 WIRE PAYMENT INSTRUCTIONS:

UMB Bank, N.A. Kansas City, Missouri 101 000 695 ABA No. SWIFT BIC/Code UMKCUS44 98 0000 6823 BNF Account Trust BNF Name 973515 Reference Fee Processing Attention

Wire Transfers to be Approved

#### SCHROEDER ENGINEERING COMPANY

Texas Board of Professional Engineers Firm Registration # F-5803 1015 Bee Cave Woods, Suite 203 Austin, Texas 78746 Phone (512) 469-7990 Fax (512) 347-0998

May 2, 2024

Travis County MUD No. 2 c/o Bott & Douthitt, PLLC P. O. Box 2445 Round Rock, Texas 78680

Attention: Allen Douthitt

#### INVOICE

#### DISTRICT ENGINEER SERVICES FOR APRIL, 2024

Administration and Attendance at Meetings; Plans Review and Contract Award; Drainage; District Inspection; Invoice Review	
4.0 hours @ \$250.00	\$ 1,000.00
Construction Observation and Review of Pay Estimates	
0.0 hour @ \$250.00	000.00
Clerical	
1.0 hours @ \$ 125.00	125.00
Expenses	
20 miles @ \$0.67	13.40
TOTAL DUE THIS INVOICE	\$ 1,138.40

By/Date Received: 101.63-24	
By/Date Posted:	
Approved for Payment:	
Hand Delivered to:	101
Mailed By/Date:	
GL#:	

#### SCHROEDER ENGINEERING COMPANY

Texas Board of Professional Engineers Firm Registration # F-5803 1015 Bee Cave Woods, Suite 203 Austin, Texas 78746 Phone (512) 469-7990 Fax (512) 347-0998

May 23, 2024

Travis County MUD No. 2 c/o Bott & Douthitt, PLLC P. O. Box 2445 Round Rock, Texas 78680

Attention: Allen Douthitt

#### INVOICE

#### DISTRICT ENGINEER SERVICES FOR MAY, 2024

Administration and Attendance at Meetings; Plans Review and Contract Award; Drainage; District Inspection; Invoice Review			
4.5 hours @ \$250.00	\$ 1,125.00		
Construction Observation and Review of Pay Estimates			
0.0 hour @ \$250.00	00.00		
Clerical			
1.0 hours @ \$ 125.00	125.00		
Expenses			
20 miles @ \$0.67	13.40	_	
TOTAL DUE THIS INVOICE \$ 1,263.40			

By/Date Received:	5/24
By/Date Posted:	124
Approved for Payment:	
Hand Delivered to:	<u> </u>
Mailed By/Date:	-
GL#: <u>63</u> 5	50

#### Wilbarger Creek M.U.D. No. 2 Master District - Allocation Worksheet FYE: September 30, 2024

	As Of: 3/31/2024	Travis County MUD No. 2	Cottonwood Creek MUD No. 1	Wilbarger Creek MUD No. 1	Wilbarger Creek MUD No. 2	Total
Volume-Related Costs:						
(Allocation Methodology - Water gailons billed in 000's)	•	39,0 30.				128,852 100%
Water -		30.	38 30,08	33.270		100%
Water purchases	\$ 1,479,279.53	\$ 447,955.8	86 \$ 533,267.11	\$ 498,056.56	\$ -	\$ 1,479,279.53
(Allocation Methodology - Sewer gallons billed in 000's) <sup>17</sup>	u	26,4	68 34,192	30,262		90,923
		29.	1% 37.6%	33.3%		200%
Wastewater - Utilities	90,772.91	26,424.8	34,135.78	30,212.32	_	90,772.91
Sludge removal	145,678.78	42,408.4	020	48,486.87	-	145,678.78
Chemicals	106,291.43	30,942.	경향 경우 중요 경험 경험 경험	35,377.41	=	106,291.43
All Other Costs: (Allocation Methodology - Reserved Water LUE's) (4)		1,122.	00 1,647.00	1,132.00		3,901.00
		28.	8% 42.2%	29.0%	0.0%	100%
Water -	9 257 86	2,375.1	14 3,486.51	2,396.31	_	8,257.96
Operations/management Repairs/maintenance	8,257.96 8,922.65	2,566.3	7.7.1. ITA THE HEALTH.	2,589.19	-	8,922.65
Mawing	2,976.00	855.9	50.00 **********************************	863.58	_	2,976.00
Utilities	419.85	120.7	272	121.83	-	419.85
Annual Wholesale Fee	114,544.32	32,945.0		33,238.70		114,544.32
(Allocation Methodology - Reserved Wastewater LUE's) (*)	in and the first of the first o	1,104.	00 ] 1,633.00	1,116.00	_	3,853.00
Empression Methodology (Methodology and American Cocca)		28.			0.0%	100%
Wastewater -				ALC NO 2012/2014 (0000)		
Operations/management	84,006.29	24,070.3	35,604.02	24,331.95	-	84,006.29
Repairs/maintenance	82,927.12	23,761.1		24,019.38		82,927.12
Permit/Penalty fees	4,229.53	1,211.8	100	1,225.06		4,229.53
Lab fees Mowing	16,066.76	4,603.6 322.3		4,653.65 325.85	-	16,066.76 1,125.00
Wholesal W/W Service	1,125.00	322.3	- 4/0.00	323.03		1,123.00
					1 200 1	2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2
(Allocation Methodology - Reserved Water LUE's) <sup>M</sup>		1,122.		1,132.00 29.0%	0.0%	3,901.00 100%
Administrative -						
Director fees, including PR taxes	6,486.65	1,865.6	8 2,738.66	1,882.31		6,486.65
Director reimbursements	1,541.94	443.4	9 651.01	447.44		1,541.94
Legal fees	38,335.90	11,026.1		11,124.39		38,335.90
Engineering fees	83,895.25	24,129.8		24,344.89	₩.	83,895.25
Audit fees	7,500.00	2,157.1		2,176.37	-	7,500.00
Accounting fees Insurance	26,185.23 46,540.20	7,531.3 13,385.8		7,598.48 13,505.13		26,185.23 46,540.20
Operations & Mangement	6,314.95	1,816.3		1,832.48	-	6,314.95
Miscellaneous	647.70	186.2	15	187.95	2	647.70
Subtotal	2,362,945.95					
(Allocation Methodology - Reserved Water LUE's) (4)			00 + 647 00	* **** 00		3,901.00
(Allocation Methobology - Reserved Water Lot s)		1,122.1		1,132.00 29.0%	0.0%	3,301.00
Less: Rate Stabilization Income	/E2 200 00L	(15,301.3	4) /72.464.04)	(15,437.68)		(53,200.00)
Less: Nate stabilization income	(53,200.00) (39,973.37)	(11,497.0		(11,599.55)	27	(39,973.37)
Less: Miscellaneous income	(25,000.00)	(7,190.4		(7,254.55)	-	(25,000.00)
	\$ 2,244,772.58	\$ 669,117.1		W201000 5000	\$ -	2,244,772.58
Recap of Billings to Participant Districts:	111					
D. Witteher 5023 aircraft	4/28	101,327.7	7 114,733.38	107,874.54	-	323,935.69
By/Date - Repaived:	1/0×0	105,576.9		120,936.34	<b>3</b> 6	361,162.13
By/Date Pested:	1/3,0	101,777.7		113,061.32	6 <b>5</b> 8	336,531.72
January, 2024	<del>-/-291</del>	93,338.7	8 123,123.85	100,481.09	-	316,943.72
Approved/For Payment:		87,293.4		94,510.93		304,977.69
March, 2024 Handii Dedivered to:	7	179,802.4	4 223,577.07	197,842.11	10.00 10.00	601,221.62
Mailed2By/Date:			2	5	07 <b>-</b> 2	-
	<del></del>		-	7	95 <b>.</b> 0	
GL#1gust, 2024	D/			<u> </u>	42	€
September, 2024			-	=	8.71	æ
September, 2024 - adjusted			4		· ·	
Net Billings to Participant Districts		\$ 669,117.1	3 \$ 840,949.11	\$ 734,706.33	<b>\$</b> -	\$ 2,244,772.57
on the state of the second sec		y Guspierie	_ v			

<sup>113</sup> Source: Amended and Restated Contract for Financing and Operation of Regional Waste Collection, Treatment and Disposal Facilities; Regional Water Supply and Delivery Facilities and Regional Drainage, Including Water Quality, Facilities.

<sup>&</sup>lt;sup>01</sup> Source: Resolution Regarding Intermin Adjocation of Water Supply and Wastowater Troatmont Capacity dated November 3, 2008.

#### Wilbarger Creek M.U.D. No. 2 Master District - Allocation Worksheet FYE: September 30, 2024

	As Of: 4/30/2024		ravis County MUD No. 2	Cottonwaa: Creek MUD N:		Wilburger Creek MUD No. 1	Wilberger Creek MUD No. 2		Total
Volume-Related Costs:		1 to 1			200	2%			
(Allocation Methodology - Water gallons bilted in 000's) (4			45,207		4,477	50,872			151,558 100%
aw.		_	30.5%		35.9%	33.6%	-1		100%
Water - \$	1,702,375.95	Ś	519,027.19	611,92	1.23	\$ 571,427.52	\$ -	\$	1,702,375.95
(Allocation Methodology - Sawer gallons billed in 000's) [2]	<b>-</b> ,,,,,,	Ė	31,044	4	0,060	35,382		Т	106,486
(Allocation in ethic bology - sawer gallons based at ooc sy			29.2%		37.6%	33.2%	-		100%
Wastewater -		3				100000000000000000000000000000000000000			407 477 40
Utilities	102,423.19		29,859.59	38,53		34,031.97	(#)		102,423.19 168,196.42
Sludge removal	168,196.42 127,470.51		49,034.56 37,161.68	63,27 47,95		55,886.32 42,354.39	-		127,470.51
Chemicals	127,410.31		37,101.00	1. p.u					4 - 100 m + 0.00 m to 200 m 100 m
All Other Costs: (Allocation Methodology - Reserved Water LUE's) [4]			1,122.60	1.6	47.00	1,132.00	-		3,901.00
(MINDERDII INCHIODANOS) - INDICATOR AND INCHIOLOGY			28.8%		12.2%	29.0%	0.0%		100%
Water -									0.642.44
Operations/management	9,643.14		2,773.55	4,07		2,798.27	10 <del>-</del> 0		9,643.14 10,061.65
Repairs/maintenance	10,061.65		2,893.92	4,24		2,919.71	-		5,168.00
Mowing	5,168.00		1,486.41	2,18	6.80	1,499.66 142.14	9 <del>-</del> 2		489.82
Utilities	489.82		140.88	56,42		38,778.36			133,634.62
Annual Wholesale Fee	133,634.62		38,435.80	0000000	transma.s	CONTRACTOR CONTRACTOR		-	
(Allocation Methodology - Reserved Wastewater LUE's) (2)			1,104.00 28.7%		53.00 42.4%	1,116.00 29.0%	0.0%	⊢	3,853.00 100%
Mataustor		8	20.77		42.470	25.0%		_	
Wastewater - Operations/management	98,059.85		28,097.09	41,56	0.27	28,402.49	13 <b>4</b> 3		98,059.85
Repairs/maintenance	90,285.82		25,869.59	38,26		26,150.79	4		90,285.82
Permit/Penalty fees	12,080.53		3,461.43	5,12	0.04	3,499.06	0.00		12,080.53
Lab fees	29,546.77		8,466.04	12,52	2.68	8,558.06	-		29,546.77
Mowing	1,500.00		429.79	63	5.74	434.47			1,500.00
Wholesal W/W Service	9.7		•		-	-	2°=1		11270333000
(Allocation Methodology - Reserved Water LUE's) (4)			1,122.00	1,5	47.00	1,132.00			3,901.00
• • • • • • • • • • • • • • • • • • •			28.8%		42.2%	29.0%	0.0%	ᆫ	100%
Administrative -					- 04	2 162 17	12°		7,451.08
Director fees, including PR taxes	7,451.08		2,143.07	3,14		2,162.17 514.71			1,773.76
Director reimbursements	1,773.76		510.17 13,466.96	19,76	8.8B	13,586.99	1000 1000		46,822.29
Legal fees	46,822.29 107,040.17		30,786.74	45,19		31,061.13	-		107,040.17
Engineering fees Audit fees	7,500.00		2,157.14		6.50	2,176.37	•		7,500.00
Accounting fees	29,910.23		8,602.74	12,62		8,679.41	> <u>₩</u>		29,910.23
Insurance	46,540.20		13,385.83	19,64	9.25	13,505.13	A7.		46,540.20
Operations & Mangement	7,374.21		2,120.96	3,11	3.39	2,139.86	€0		7,374.21
Miscellaneous	647.70		186.29	27	3.46	187.95			647.70
Subtotal	2,745,995.91								
(Allocation Methodology - Reserved Water LUE's) (2)			1,122.00	1,6	47.00	1,132.00	-		3,901.00
,			28.8%		42.2%	29.0%	0.0%	匚	100%
Less: Rate Stabilization Income	(70,300.00)		(20,219.58)	(29,68	0.62)	(20,399.79)	-		(70,300.00)
Less: Interest income	(48,029.83)		(13,814.27)	(20,27		(13,937.39)			(48,029.83)
Less: Miscellaneous income	(25,000.00)		(7,190.46)	(10,55	4.99)	(7,254.55)			(25,000.00)
	2,602,666.08	5	779,273.09	\$ 974,08	7.82	\$ 849,305.17	<b>s</b> -		2,602,666.08
Net Master District expenditures \$	2,002,000.00		775,275.05	, 5, 1,00		<u> </u>	-		
Recap of Billings to Participant Districts:	1								
odydosta Reselved: _ //	1, 5/22		101,327.77	114,73	3.38	107,874.54	-		323,935.69
November, 2023	27 A		<del>. 105,</del> 576.93	134,64	8.86	1.20,936.34	-		361,162.13
pelephilater Posted: [11	5/214		101,777.75	121,69		113,061.32	7.1		336,531.72
January, 2024	1)		93,338.78	123,12		100,481.09	•		316,943.72
Fe <b>អ៊ីជាម៉ាល់</b> d for Payment:			87,293.46	123,17		94,510.93	-		304,977.69 601,221.62
March, 2024 April 2024 Delivered to:		1013	179,802,44	223,57 133,13		197,842.11 114,598.84	-		357,893.50
			110,155.95	133,13	0.71	114,550.64	<u> </u>		-
Julia 164 By/Date:					5 <b>-</b> 5	-	*** ***		670
Luly 2024	×		<del></del> .		-	9	-		( <b>-</b> 1)
July, 2024 August 72024	01		-		-	5	2		120
September, 2024					100	-	•		1.5
September, 2024 - adjusted				_	-	<u> </u>	-	_	3. <b>-</b> 13
Net Billings to Participant Districts		\$	779,273.08	\$ 974,08	7.82	\$ 849,305.17	\$ -	\$	2,602,666.07
		8.7		man carrie success	152000000	0.6 0.0.0000000000000000000000000000000	WEST CONTROL		

<sup>(</sup>ii) Source: Amended and Restated Contract for Financing and Operation of Regional Woste Collection, Treatment and Disposal Facilities; Regional Water Supply and Delivery Facilities and Regional Drainage, Including Water Quality, Facilities.

ti) Source: Resolution Regarding Intermin Allocation of Water Supply and Wastewater Treatment Capacity dated November 3, 2008.

Expenditures - Bookkeeper's Account

# Travis County MUD 2 - GOF Director Fees - April 3, 2024 April 8, 2024

Date	Туре	Source Name	Payroll Item	Amount
04/08/2024	Paycheck	Daffney A. Henry	Director Fees	221.00
	- 1944 (1961) • 1600 (1961) (1944) (1944) (1944)	Daffney A. Henry	Mileage Reimbursement	22.11
		Daffney A. Henry	Federal Withholding	0.00
		Daffney A. Henry	Social Security Employee	(13.70)
		Daffney A. Henry	Medicare Employee	(3.21)
				226.20
04/08/2024	Paycheck	Raymond C. Mura	Director Fees	442.00
0 1,00,202 1	, 4, 6, 76	Raymond C. Mura	Mileage Reimbursement	22.11
		Raymond C. Mura	Federal Withholding	(110.00)
		Raymond C. Mura	Social Security Employee	(27.41)
		Raymond C. Mura	Medicare Employee	(6.41)
				320.29
04/08/2024	Paycheck	Sarah Rossig	Director Fees	221.00
0+10012024	rayencek	Sarah Rossig	Mileage Reimbursement	22.11
		Sarah Rossig	Federal Withholding	0.00
		Sarah Rossig	Social Security Employee	(13.71)
		Sarah Rossig	Medicare Employee	(3.20)
				226.20
04/08/2024	Paycheck	Tracy T. Johnson	Director Fees	221.00
0 1,00,000	,	Tracy T. Johnson	Mileage Reimbursement	22.11
		Tracy T. Johnson	Federal Withholding	0.00
		Tracy T. Johnson	Social Security Employee	(13.70)
		Tracy T. Johnson	Medicare Employee	(3.20)
				226.21
04/08/2024	Paycheck	Wilmer Roberts	Director Fees	442.00
04/00/2024	raycricci	Wilmer Roberts	Mileage Reimbursement	44.22
		Wilmer Roberts	Federal Withholding	(80.00)
		Wilmer Roberts	Social Security Employee	(27,40)
		Wilmer Roberts	Medicare Employee	(6.41)
				372.41
TOTAL				1,371.31
IOIAL				

(Rev. M	arch 2	024) Department of the Treasury — Internal Revenue Service		OMB No. 1545-0029
Emplo	yer id	entification number (EIN) 74-2852060		ort for this Quarter of 2024
Mam	a laat	your trade name Travis County MUD No. 2		: January, February, March
140(1)	e (HOE	your rade hane, Travis Country 1100 No. 2		15.00
Trad	e nam	e (fany) Travis County MUD 2 - GOF		: April, May, June : July, August, September
Addı		1970 Rawhide Dr Apt 106	1 1-	: October, November, December
Addi	<b>ess</b>	Number Street Suite or room number	10 - 10 - 10 - 10 - 10 - 10 - 10 - 10 -	www.irs.gov/Form941 for
		Round Rock TX 78681-6958		ctions and the latest information.
	,	City State ZIP code		REV 03/11/24 QBDT
		Foreign country name Foreign province/county Foreign postal code	_	
		parate instructions before you complete Form 941. Type or print within the boxes.		
Part		Answer these questions for this quarter. Employers in American Samoa, ( Mariana Islands, the U.S. Virgin Islands, and Puerto Rico can skip lines 2 subject to U.S. income tax withholding.		
1		nber of employees who received wages, tips, or other compensation for the pa	v period	
		uding: Mar. 12 (Quarter 1), June 12 (Quarter 2), Sept. 12 (Quarter 3), or Dec. 12 (Qu	RS. T	0
2	Wad	ges, tips, and other compensation	2	1,768.00
3	100000000000000000000000000000000000000	eral income tax withheld from wages, tips, and other compensation	3	230.00
22				
4	II no	o wages, tips, and other compensation are subject to social security or Medic	are tax lumn 2	Check here and go to line 6.
5a	Tav	able social security wages $\begin{bmatrix} Column 1 & Column 1 \\ 1,768.00 \\ \times 0.124 = \end{bmatrix}$	219.23	1
		and the same of th		]
5b _		able Social security tips $\times 0.124 = $	51.27	J ]
5c			J1.27	]
5d		able wages & tips subject to litional Medicare Tax withholding × 0.009 =		]
5e	Tota	al social security and Medicare taxes. Add Column 2 from lines 5a, 5b, 5c, and 5d .	. , , 5e	270.50
5f	Sec	tion 3121(q) Notice and Demand—Tax due on unreported tips (see instructions)	5f	
6	Tota	al taxes before adjustments. Add lines 3, 5e, and 5f	6	500.50
7	Cur	rent quarter's adjustment for fractions of cents	7	-0.02
8	Cur	rent quarter's adjustment for sick pay	8	
9	Cur	rent quarter's adjustments for tips and group-term life insurance	9	
10	Tota	al taxes after adjustments. Combine lines 6 through 9	10	500.48
11	Qua	lified small business payroll tax credit for increasing research activities. Attach Fo	rm 8974 11	
12	Tota	al taxes after adjustments and nonrefundable credits. Subtract line 11 from line	10 12	500.48
13		al deposits for this quarter, including overpayment applied from a prior quar rpayments applied from Form 941-X, 941-X (PR), or 944-X filed in the current o		
14	Bala	ance due. If line 12 is more than line 13, enter the difference and see instructions	14	500.48
15	Ove	rpayment. If line 13 is more than line 12, enter the difference	Check one:	Apply to next return. Send a refund,
_		JST complete both pages of Form 941 and SIGN it.  Act and Paperwork Reduction Act Notice, see separate instructions.		Form <b>941</b> (Rev. 3-2024)
. VI FI	racy	Aut and r aper work reduction Aut Notice, see separate instructions.		1 OHH 37 1 (DBV, 3-2024)



PO Box 387 Manor, TX 78653

\*\*AUTO\*\*ALL FOR AADC 786 23 AADC 344377AA28-A-1 5457 3 AB 0-544

#### լիկիկակվիայինանինակիկիկիկումիիփոկիիվի

TRAVIS COUNTY MUD #2 BOOKKEEPING PO BOX 2445 ROUND ROCK TX 78680-2445

> Contact us with any questions at: (512) 272-5555 For After-Hour Emergencies Please Call (512) 703-8587

YOUR MONTHLY-USAGE

# Account Statement

#### ACCOUNT INFORMATION

ACCOUNT: 01-0998-00
CYCLE: 01
SERVICE ADDRESS: 900005 CROSSROADS
LAST PAYMENT: 03/13/24 -20,748.55
SERVICE PERIOD: 02/15/24 TO 03/15/24
BILLING DATE: 03/28/24

DUE DATE: 04/15/24
OTHER CHARGES

 Description
 Charge
 Tax
 Amount

 GARBAGE
 19,202.91
 1,584.24
 20,787.15

 AMOUNT DUE

TOTAL DUE IF PAID BY 04/15/24
TOTAL DUE IF PAID AFTER 04/15/24

BALANCE FORWARD

**20,787.15** 20,787.15

0.00

SPECIAL MESSAGE

\*\*\* The City of Manor water/wastewater rates are increasing in January of 2024 based on city ordinance #725. Credit card fees will also be increasing to \$3.00 effective January 2024.\*\*\* Link to new rates/ordinance https://www.cityofmanor.org/page/pw\_rates\_water\_wastewater

By/Date Received: Q H-A-3H

By/Date Posted: W 9/9

Approved for Payment: Hand Delivered to: Mailed By/Date: W 9/10

GL#: 410



	Payment	Receipt	
Voucher Number To Mura, Raymond			Margaritaville Beach Resort South Padre Island 310 Padre Blvd
Printed On	04/10/2024	Room Number Reference ID	South Padre Island TX 78597 956-761-6551 30473518-1
Account Name Mura, Raymond	Transaction Date 04/04/2024	Payment Transaction	Amount 314.74 USD
Cashier	DATABRIDGEINTERNAL	USER	
			<u> </u>

By/Date Receive	ed: Les PVII
By/Date Posted:	7777
Approved for Pa	yment:
Hand Delivered	to:
Malled By/Date:	My 417
GL#:	6610

The Pearl South Padre

### Travis County M.U.D. No. 2 PO Box 2445 Round Rock, TX 78680

#### **Director's Request for Payment**

	Director Name: Tracy Johnson	
Date of Service	Description of District Business	Amount Requested
CASE 2024	Registration Fee	309.00
	Lodging-Margaritaville Beach Resort	1,345.56
		2
*		
		-
55		
<u></u>		100
		(
	Total	1,654.56
hereby verifie	son, a member of the Travis County M.U.D. No. 2 Board of Directors as that I performed the above services or incurred the above expenses on behalf as noted above and certified by my signature below.	
	Director Signature	•
	Date / V/III	-
	By/Date Received: My/1/1	<u></u>
	By/Date Posted:	
	Hand Delivered to:	
	Mailed By/Date: 4/18	
	GL#: 6610/6640	

PO Box 387 Manor, TX 78653

\*\*AUTO\*\*ALL FOR AADC 786 21 AADC 144979AA30-A-3

#### <u>,|||բա||երարկիկ|||իրախորվիրիարիոփիի</u>

TRAVIS COUNTY MUD #2 BOOKKEEPING PO BOX 2445 ROUND ROCK TX 78680-2445

> Contact us with any questions at: (512) 272-5555 For After-Hour Emergencies Please Call (512) 703-8587

YOUR MONTHLY USAGE

# Account Statement

#### ACCOUNT INFORMATION

ACCOUNT: 01-0998-00
CYCLE: 01
SERVICE ADDRESS: 900005 CROSSROADS
LAST PAYMENT: 04/15/24 -20,787.15
SERVICE PERIOD: 03/15/24 TO 04/15/24

BILLING DATE: 04/30/24 **DUE DATE:** 05/15/24

OTHER CHARGES		-	
Description	Charge	<u>Tax</u>	<b>Amount</b>
GARBAGE	19,238.57	1,587.18	20,825.75

#### AMOUNT DUE

BALANCE FORWARD 0.00

TOTAL DUE IF PAID BY 05/15/24

TOTAL DUE IF PAID AFTER 05/15/24 20,825.75

SPECIAL MESSAGE

By/Date Received: 1015-7-214

By/Date Posted: 1015-7-214

Approved for Payment: 1015

Hand Delivered to: 1015

Mailed By/Date: 1015

GL#: 64/0