

## Disclaimer:

This meeting packet is provided for informational purposes only. The documents and reports contained herein are subject to revision, correction, and board approval and may not represent final official products.

# ARMBRUST & BROWN, PLLC

ATTORNEYS AND COUNSELORS

100 CONGRESS AVENUE, SUITE 1300  
AUSTIN, TEXAS 78701-2744  
(512) 435-2300

TELECOPIER (512) 435-2360

CINDY ARIAS  
(512) 435-2374  
[CARIAS@ABAUSTIN.COM](mailto:CARIAS@ABAUSTIN.COM)

## MEMORANDUM

TO: Robin Campbell  
Brenda Richter  
Felix Amaro, Jr.  
Alex Martinez  
Kathy Haught

FROM: Cindy Arias, Legal Assistant

DATE: April 1, 2014

RE: Northtown Municipal Utility District  
April 8, 2014 Board Meeting

---

Attached please find the agenda and meeting materials for a *special* meeting of the Board of Directors of Northtown Municipal Utility District scheduled for **Tuesday, April 8, 2014 at 5:45 p.m. at the Wells Branch Tech Center, 1421 Wells Branch Parkway, Suite 106, Pflugerville, Texas.**

Please let us know if you will be unable to attend the meeting so that we can determine if a quorum of the Board of Directors will be present.

Sue Brooks Littlefield	James N. Nias*
Robert Anderson	Richard Fadal*
Scott Foster	Trent Rush*
Cheryl Allen	Ray Bryant*
Mary Bott	Carol Polumbo*
Mona Oliver	John Zinsmeyer, KB Home*
Kay Taylor*	Blake Magee*
Keith Kinnard*	Leonard De Leon <i>via email</i> *
Tom Anker*	Nick Contreras <i>via email</i> *
Lupe Serna*	Ian Asselstine <i>via email</i> *
Lee Hill <i>via email</i> *	Pat Patterson <i>via email</i> *
Chrissie Bryant, Wildflower HOA <i>via email</i> *	Dustin Butler <i>via email</i> *
Amanda Gomez <i>via email</i> *	
Alan J. Rivaldo <i>via email</i> *	
Tawnya Walker, Wildflower HOA <i>via email</i> *	

\*Agenda Only

**NORTHTOWN MUNICIPAL UTILITY DISTRICT  
AGENDA**

April 8, 2014

TO: THE BOARD OF DIRECTORS OF NORTHTOWN MUNICIPAL UTILITY DISTRICT  
AND ALL OTHER INTERESTED PARTIES:

Notice is hereby given that the Board of Directors of Northtown Municipal Utility District will hold a meeting at **5:45 p.m. on Tuesday, April 8, 2014**, at the District office located at the Wells Branch Tech Center, 1421 Wells Branch Parkway, Suite 106, Pflugerville, Texas. The following matters may be considered and acted upon at the meeting:

**PUBLIC INPUT**

1. Resident communications and Board member announcements;

**DISCUSSION/ACTION ITEMS**

2. Recycling and solid waste disposal services, including negotiation and execution of agreement;
3. Personnel matters, including report from compensation subcommittee on salary adjustment for District's on-site manager and related action;
4. Future agenda items.

**The Board of Directors is authorized by the Texas Open Meetings Act, Chapter 551, Texas Government Code, to convene in closed or executive session for certain purposes, including receiving legal advice from the District's attorney (Section 551.071); discussing real property matters (Section 551.072); discussing gifts and donations (Section 551.073); discussing personnel matters (Section 551.074) and discussing security personnel or devices (Section 551.076). 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

\*\*\*\*\*

Northtown Municipal Utility District is committed to compliance with the Americans With Disabilities Act. Reasonable accommodations and equal access to communications will be provided upon request. Please call Armbrust & Brown, PLLC at (512) 435-2300 for additional information.

## RECYCLING AND SOLID WASTE DISPOSAL SERVICES AGREEMENT

THE STATE OF TEXAS    §  
                                  §  
COUNTY OF TRAVIS    §

This Recycling and Solid Waste Disposal Services Agreement ("Agreement"), effective as of April 1, 2009 (the "Effective Date"), is between NORTHTOWN MUNICIPAL UTILITY DISTRICT (the "District"), a political subdivision of the State of Texas operating under Chapters 49 and 54 of the Texas Water Code, and TEXAS DISPOSAL SYSTEMS, INC. (the "Contractor"), a Texas corporation, and is as follows:

### I.     PURPOSE OF AGREEMENT.

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

### II.    DEFINITIONS.

In addition to any terms defined elsewhere in this Agreement, the following capitalized terms will have the meanings indicated below when used in this Agreement:

A.     Bags. Plastic sacks designed to store Refuse, with sufficient wall strength to maintain physical integrity when lifted by the top. The total weight of a Bag and its contents may not exceed 35 pounds.

B.     Board. The Board of Directors of the District.

C.     Bulky Waste. Stoves, hot water heaters, washing machines, clothes dryers, furniture and other large household waste materials that do not contain coolants or hazardous materials, with the exceptions of batteries and tires.

D.     Bundle. Tree, shrub and brush trimmings securely tied together, forming an easily handled package, not exceeding 4 feet in length or 40 pounds in weight.

E.     Cart. A waste receptacle provided by the Contractor, with a capacity of not less than 90 gallons nor more than 96 gallons.

F.     Construction Debris. Waste building materials resulting from construction, remodeling, repair or demolition operations.

G.     Container. A receptacle with a capacity greater than 20 gallons but less than 35 gallons, constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting and a tight-fitting lid capable of preventing entrance into the container by vectors. The

AGENDA ITEM #2

top of the container will have a diameter greater than or equal to that of the base. The total weight of a container and its contents may not exceed 40 pounds.

H. Customer. An occupant of a Residential Unit who generates Refuse.

I. Disposal Site. A refuse depository licensed by the State of Texas, including sanitary landfills, transfer stations, incinerators, and waste processing/separation centers licensed by the State of Texas to receive Refuse for processing or final disposal.

J. Hazardous Waste. Any chemical, compound, mixture, substance or article designated by the United States Environmental Protection Agency or the Texas Commission on Environmental Quality to be "hazardous", as that term is defined by federal or state law.

K. Interlocal Agreement. The Interlocal Agreement between the City of Austin and the District which authorizes the District to provide solid waste services to the Out of District Service Area, as amended, extended, renewed or terminated from time to time.

L. Landfill. A permitted sanitary landfill of the Contractor's selection.

M. Out of District Service Area. The area, outside the District, to which the District is authorized to provide solid waste and recycling services under the terms of the Interlocal Agreement.

N. Refuse. All solid waste generated by a Customer, including Bulky Waste and Construction Debris.

O. Residential Unit. A residential dwelling within the boundaries of the District or, during the term of the Interlocal Agreement, the Out of District Service Area, which is occupied by a separate family or family unit, including separate units within a multi-family townhouse or condominium project which, by agreement between the Contractor and the District, is to be provided with solid waste and recycling services under this Agreement, but excluding apartment complexes. A Residential Unit will be deemed occupied if it receives either water or electric utility service.

P. Recycling. Any process by which solid waste or materials that would otherwise become solid waste are separated, collected and processed for reuse or returned to use or to market in the form of raw materials or products.

### III. SERVICES TO BE PERFORMED.

The Contractor will provide solid waste collection and disposal services and recycling services to the District as specified in this Section for the compensation specified in Section V.

A. In-District Service Area. The Contractor will provide solid waste collection and disposal and recycling services for all Customers within the boundaries of the District. A map indicating the boundaries of the District and the names and locations of all existing residential streets is attached as Exhibit "A". As each additional subdivision is developed within the

District, the District will provide the Contractor with a copy of a subdivision plat which reflects the names and locations of the additional streets to be served in that subdivision.

B. Out of District Service Area. Under the terms of the Interlocal Agreement, the District is authorized to provide solid waste collection and disposal and recycling services to the Out of District Service Area depicted on the attached **Exhibit "B"**. The Contractor agrees to provide solid waste collection and disposal and recycling services to Residential Units within the Out of District Service Area on the same terms and at the same cost provided in this Agreement for services within the boundaries of the District. If, in the future, the Interlocal Agreement is terminated, the District will give written notice of the termination to the Contractor and the Contractor will discontinue its services to the Out of District Service Area on the effective date of the termination. In such event, the District will compensate the Contractor for its services to the Out of District Service Area through the date of termination.

C. Solid waste services. Solid waste collection will be provided to each Customer within the District. The Contractor will collect all Bulky Waste placed at curbside on the first collection day of each month. All Refuse collected by the Contractor, other than recyclable materials placed at curbside in a recycling bin, will be disposed of at a Disposal Site.

D. Collection Day. The collection day for all of the Customers of the District will be Saturday and collection services will begin no earlier than 7: 00 a.m. If the regular collection day falls on Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day or New Year's Day, collection will occur on the following Monday between the hours of 8:30 a.m. and 3:00 p.m. If, at any time, the Contractor is no longer able to collect from all of the District's Customers on Saturday, the District and the Contractor will attempt to negotiate a revised, mutually acceptable collection schedule and, upon agreement, will amend this Agreement accordingly. If collection services are rendered on more than one day, collection services within each individual subdivision comprising the District and the Out of District Service Area must occur on the same day, although collections within different subdivisions may occur on different days. Notwithstanding any provision herein to the contrary, the regular collection day will be Saturday until such time as this Agreement is amended to provide otherwise. The Contractor will notify each new Customer of its regular collection day.

E. Restriction on Hours of Operation. If, in the future, collection services are performed by the Contractor on weekdays, the hours of collection will be limited to between the hours of 8:30 a.m. and 3:00 p.m. in order to prevent Contractor's vehicles from being present within the District during non-school hours and to increase the safety of the District's school children. If the Contractor violates any applicable limitation on hours of collection under this Agreement without prior authorization from the District manager, the District may fine the Contractor \$250 for each violation as liquidated damages for the Contractor's violation of its contractual obligation to limit its hours of collection.

F. Recycling. The Contractor will provide Recycling collection services for paper, office paper, boxboard, corrugated cardboard, glass bottles, plastic containers #1 through #7, and empty metal/aluminum and aerosol cans to all Customers once per week on the regular solid waste collection day. The Contractor's failure to dispose of uncontaminated recyclable materials

collected from the District's Customers will constitute a violation of this Agreement and will render the Contractor liable for liquidated damages in the amount of \$500 per occurrence.

G. Containers to be Provided. The Contractor will deliver a plastic roll-out Cart and an 18-gallon heavy-duty, plastic recycling bin to each new Customer. All Carts will be in good condition, new or properly reconditioned, and the Contractor will replace any broken or damaged Carts at its sole cost. The District's general manager will, via telecopier, provide the Contractor with a daily written list of any Customers who have initiated or terminated utility service according to the District's records. The Contractor will provide Carts and recycling bins to all new Customers and pick up Carts and recycling bins from all terminated Customers within three days of this notification. The Contractor will notify the District's general manager of any residences that have requested initiation or termination of service and are not reflected on the written lists provided by the District's general manager.

If the Contractor fails to deliver a Cart and recycling bin to any new Customer within the time period specified in this Agreement, the Contractor will be fined \$10 per day for each affected Customer until the Cart and recycling bin are delivered, as liquidated damages due to the Contractor's failure to provide the required Cart and recycling bin within the required timeframe. The total fine per Customer will not, however, exceed \$100.

H. Park Dumpsters. Upon the Board's request, the Contractor will provide one four-cubic yard dumpster for each park accepted by the District, which, as of the Effective Date, are Stoney Creek Park, Wildflower Park, Meadow Pointe Park and the Stoney Creek Park Extension. These dumpsters will be placed in a location within each park designated by the Board, but accessible by Contractor's vehicles, and will be emptied on Monday and Friday of each week, at no charge to the District. All park dumpsters will be maintained by the Contractor in a neat and sanitary condition.

I. Optional Composting and Mulching Programs. If the District institutes a community composting program, all leaves, grass and plant debris accumulated by the District's Customers and placed in specially marked disposal containers will be collected by the Contractor and hauled to the District's community composting site. Any additional charges by the Contractor for participation in the District's community composting program will be negotiated when and if this program is implemented.

If the District implements a program for Christmas tree mulching, the Contractor will pick up Christmas trees from the District's Customers and deliver them to a mulching site designated by the District, and any additional charges by the Contractor for providing this service will be negotiated when and if this service is implemented.

J. "Clean Up" Days.

(1) The Contractor will provide one 40-cubic yard roll-off container at each of three designated locations, with unlimited hauling from each location, for each of two annual District "Clean Up" Days, which will be scheduled as specified by the Board. The Board will notify the Contractor at least 30 days in advance of each scheduled "Clean-up" Day. Each of these scheduled "Clean-Up"

Days will be provided to the residents of approximately one-half of the District and the Out of District Service Area, with the subdivisions located to the north and east of the primary District greenspace/open space being included in one scheduled "Clean Up" Day and the subdivisions located to the south and west of the primary District greenspace/open space being included in the other scheduled "Clean Up" Day. A map depicting the division line for the two "Clean Up" Days is attached as Exhibit "C". The containers for each "Clean-Up" Day will be placed at locations specified by the Board which are accessible by the Contractor's vehicles. The containers for each "Clean-Up" Day will be on site no later than 9 a.m. on the scheduled dates and the Contractor will respond promptly to calls for "pulls" and replacement of the containers throughout the day on each designated "Clean Up" Day to assure that there is adequate container space for all disposable materials which are brought to the "Clean Up" Day sites. Used motor oil will be accepted at the Contractor's landfill at no charge on the designated days, but will not be accepted at the "Clean-Up" Day sites. Material which is not accepted at the landfill will also not be accepted at the "Clean Up" Day sites. This service is for District residents and Customers in the Out of District Service Area only, and only for the two annual "Clean Up" Days which are described. The two annual "Clean Up" Days will be provided during each 12-month period commencing on the Effective Date and terminating on the last day of the term of this Agreement. There will be no additional charge for the "Clean Up" Days scheduled under this subsection, as the cost for this service is included in the Monthly Rate payable to the Contractor under this Agreement.

(2) If the Board desires to offer additional "Clean Up" Days during any applicable 12-month period, the Contractor will provide the services specified above for an additional charge of \$2,100 for each additional "Clean-Up" Day.

(3) The Contractor acknowledges that the District has agreed to schedule two "Clean Up" Days covering parts of the District instead of one District-wide "Clean Up" Day as an accommodation to the Contractor. The Contractor agrees that the occurrence of any of the following performance issues during any "Clean Up" Day will constitute a default under this Agreement, and, as liquidated damages for such default, the District will be entitled to and will receive a credit against its next invoice from the Contractor in the amount of \$250 for each default:

(a) If the Contractor fails to have any required container on site on or before 9 a.m. on a scheduled "Clean-Up" Day.

(b) If the Contractor fails to provide a replacement container one hour from the time the replacement is called for; and/or

(c) If the Contractor's dispatch personnel fail to respond to any call from the District during a "Clean Up" Day or misinform the District's residents or contractors with respect to the Contractor's obligations regarding any "Clean Up" Day.



#### IV. CONTRACT ADMINISTRATION.

A. Contract Administration. All work performed by the Contractor under this Agreement will be supervised and verified by the District's manager.

B. Vehicle and Property Condition. The Contractor must keep all vehicles utilized in the performance of its duties under this Agreement in proper operating condition, and vehicles which are leaking oil, hydraulic fluid or other substances, or which present an unhygienic or unsafe appearance are not permitted. The use of any vehicle which is leaking oil, hydraulic fluid or other substances will subject the Contractor to a fine of \$250 per day, it being acknowledged that releasing these substances on the streets and rights-of-way within the District may result in their being deposited in the District's storm sewer and drainage systems in violation of the District's rules.

The Contractor will take all steps necessary to ensure that areas where trash is picked up and removed are left in a neat and litter-free condition, and no loose trash will be left in these locations. The Contractor's vehicles will be properly and adequately covered, and no trash will be permitted to blow out of the vehicles. Carts will be replaced within five feet of Customer's placement without obstructing traffic or damaging landscaping. Lids will be closed after servicing and the Cart will be turned sideways, so that the whole street is uniform wherever possible. Recycling bins will be placed within five feet of Carts. No Carts or recycling bins will be left in a location in which they would obstruct traffic, specifically including the Wildflower alleyways.

C. Customer Relations. The Contractor will use all reasonable efforts to collect solid waste and recyclable materials regardless of barriers, such as blocked streets, except when the safety and health of the Contractor's employees or the public would be jeopardized. The Contractor must notify the District's manager by 5:00 p.m. on collection day if service cannot be provided. Upon notice by the District manager or a Customer, the Contractor shall correct missed pick-ups by the next business day following such notice. Any verified missed pick-ups that are not corrected within 24 hours of notification will subject the Contractor to a fine of \$250 per occurrence (i.e., per Customer missed). For purposes of this Subsection, "verified" will mean confirmed by the Board, based upon the Board's review of the Contractor's route sheet and any other documentation deemed appropriate by the Board, and the Board's decision as to verification of any missed pick-up will be final.

Customer complaints, such as calls for missed pick-ups, will be first directed to the Contractor for resolution. The Contractor will maintain an office equipped with sufficient telephones and personnel to respond to complaints from 8:00 a.m. to 5:00 p.m. on business days of operations and will have a responsible person in charge to respond to complaints from 8:00 a.m. to 5:00 p.m. on regular collection days.

The Contractor will monitor and log all Customer calls received, including the nature of the call and the resolution, and will provide a copy of the monthly complaint log to the District as described in subparagraph D, below. If the Contractor is unable to resolve a Customer complaint and the complaint requires the attention of the District's manager, the District may withhold payment of one month's garbage collection and recycling charges for the Customer in

question as liquidated damages resulting from the Contractor's failure to resolve the complaint. If complaints are received from more than two percent of the Customers served within any 30-day period, the Contractor will be subject to a fine of \$250, as liquidated damages due to the Contractor's failure to comply with its obligations under this Agreement.

D. Reports. The Contractor will submit to the District written reports in the form attached as Exhibit "D" at least eight days prior to each regular Board meeting.

E. Meeting Attendance. The Contractor will send a representative to the Board's regular monthly meeting at least quarterly, and will send a representative to other Board meetings upon request.

F. Service Information. The Contractor will provide recycling and collection services information to be disseminated by the District upon the request of the Board.

V. COMPENSATION.

A. Billing. The Contractor will bill the District monthly for all solid waste disposal and recycling services rendered by the Contractor during the previous calendar month. The District will pay the Contractor within 10 days of the first regular monthly Board meeting occurring after receipt of the invoice. Liquidated damages assessed under this Agreement may be deducted from the amount due to the Contractor.

B. Monthly Rate. From April 1, 2009 through September 1, 2009, the fee to be paid to Contractor will be \$12.71 per Customer per month. Beginning October 1, 2009 and continuing through March 31, 2011, the fee to be paid to Contractor will increase to \$15.18 per Customer per month.

C. Adjustment. As used in this subparagraph, the following terms have the following meanings:

"Bureau" means the United States Department of Labor, Bureau of Labor Statistics, or any other agency succeeding to the Bureau's function of computing the CPI.

"CPI" means the Consumer Price Index for All Urban Wage Earners & Clerical Workers for the U.S. City Average as computed by the Bureau for a given month.

"Base CPI" means the CPI computed by the Bureau for the month of October 2010.

"Year in Question" means the 12-month period commencing on April 1 of each year for which the price for solid waste collection and recycling service to be provided to the District is to be determined as provided in this subparagraph.

The prices for service specified in subparagraph B and additional "Clean-Up" Days specified in paragraph III J will remain in effect through March 31, 2011., and will

be adjusted for the 12-month period beginning April 1, 2011, and annually thereafter, in accordance with the procedures and formula set forth below. Each adjustment will be in an amount corresponding to the percentage difference between the Base CPI and the CPI computed by the Bureau for the month of October for the year preceding the Year in Question, but no adjustment will ever exceed ten percent (10%). The Contractor will calculate the revised price for service annually and submit the calculation to the District for approval no later than February 1 of each year, beginning in February 2011, and the adjustment will be made effective April 1 of each year beginning in the year 2011.

The price for service for each Year in Question shall be determined in accordance with the following formula:

a - b = c; and

$(1 + \frac{c}{b}) \times d = \text{adjusted price for service, where}$

a is the CPI computed by the Bureau for the month of August of the year preceding the Year in Question

b is the Base CPI

c is the index point change

d is the price for service specified in subparagraph B, above

If the CPI is has not been published for any period provided hereunder, the parties will negotiate in good faith to determine an alternative index.

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

## VI. COMPLIANCE WITH APPLICABLE LAWS.

The Contractor will comply with all applicable federal, state, county and city laws, ordinances and regulations and obtain any licenses and permits required in performing all services rendered by the Contractor under this Agreement.

**VII. INSURANCE AND INDEMNITY.**

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

(A)	Workers Compensation/ Employer’s Liability	Statutory amounts as prescribed by law
(B)	Commercial General Liability (occurrence basis), which policy must be on a current edition of ISO form CG 00 01 12 07 or equivalent, must not include an endorsement excluding the sole negligence of the District from the definition of “insured contract”, but must include coverage for products/completed operations in the amount of:	\$1,000,000 (per occurrence) \$2,000,000 (aggregate)         \$1,000,000 (aggregate)
(C)	Vehicle Liability (occurrence basis), which policy must include liability arising out of operation of owned, hired, and non-owned vehicles	\$1,000,000 (each accident)
(D)	Commercial Crime (covering theft of District property by Bookkeeper’s employees)	\$2,000,000
(E)	Excess/Umbrella Liability (above the actual amounts carried by Bookkeeper for the policies described in (A) (with respect to Employer’s Liability), (B), (C), and (D) above)	1,000,000 (per occurrence)

The Contractor’s Commercial General Liability policy must: (1) be on a current edition of ISO form CG 00 01 12 07 or equivalent; (2) include, but not be limited to, the following coverages: 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 required 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 the District and that they are primary and noncontributory over any insurance that may be carried by the District.

B. Indemnity. THE CONTRACTOR AGREES TO WHOLLY INDEMNIFY, DEFEND AND HOLD HARMLESS THE DISTRICT FROM ALL CLAIMS, LOSSES, EXPENSES AND LIABILITIES (INCLUDING REASONABLE ATTORNEYS' FEES AND LITIGATION EXPENSES) ARISING OUT OF DAMAGE TO PROPERTY, INJURY TO OR DEATH OF PERSONS (INCLUDING THE PROPERTY AND PERSONS OF THE PARTIES AND THEIR AGENTS, SERVANTS, CONTRACTORS AND EMPLOYEES), OR LOSS OF USE OF PROPERTY, LOSS OF REVENUE OR OTHER ECONOMIC LOSSES ARISING FROM OR RELATING TO THE SERVICES TO BE PERFORMED BY THE CONTRACTOR UNDER THIS AGREEMENT. THESE OBLIGATIONS INCLUDE WITHOUT LIMITATION, CLAIMS BY THE CONTRACTOR'S CREW OR EMPLOYEES AGAINST THE DISTRICT.

C. Faithful Performance. The Contractor agrees that, if the Contractor defaults in its obligations under this Agreement, the District may hold and utilize all sums otherwise due and owing to the Contractor under this Agreement to remedy the default. The District agrees to provide the Contractor with written notice of any default that entitles the District to withhold and utilize funds otherwise due to the Contractor and to extend the Contractor five business days from the date of delivery of the notice to cure the default before utilizing funds due to the Contractor to remedy the default. The Contractor agrees that the District will have no obligation to make any payment to the Contractor under this Agreement at any time the Contractor is in default hereunder.

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

A. Term. The term of this Agreement will be five years, commencing April 1, 2009, and ending March 31, 2014. The District may, by giving written notice to the Contractor at least 60 days prior to the expiration of the term of this Agreement (including any extension), extend the term of this Agreement for an additional term not to exceed three years or the District may, upon the expiration of any term, elect to continue this Agreement on a month-to-month basis.

B. Termination for Cause. The District will have the right to terminate this Agreement in accordance with this Subsection if the Contractor breaches its obligations hereunder or fails to provide adequate service to the District. If the Board determines that the Contractor has breached this Agreement or is rendering inadequate service, then the District will, up to three times during any 12-month period, give written notice to the Contractor and extend the Contractor 15 days from the date of delivery of the notice to remedy the breach or inadequacy identified in the notice. The Board will consider the matter at the next Board meeting following the expiration of the cure period and, if the Contractor has remedied the breach or inadequacy, this Agreement will not be terminated but, if the Contractor has failed to cure the breach or inadequacy to the Board's satisfaction, then the District may terminate this

Agreement by giving 30 days written notice of termination to the Contractor. The District will have no obligation to provide notice and an opportunity to cure to the Contractor more than three times in any 12-month period and, if the Contractor again breaches this Agreement or fails to provide adequate service after having received written notice and an opportunity to cure three times in any 12-month period, the District may terminate this Agreement by delivering 30 days written notice of termination to the Contractor.

C. Performance Review. At the regular Board meeting held in August of each year, the Board will conduct a review and evaluation of the Contractor's performance during the previous year. Customer complaints, billing problems, failure to submit required reports, penalties imposed and other matters relating to the Contractor's performance under this Agreement will be evaluated by the Board and, if problem areas are identified, the Board may (i) establish corrective action required of the Contractor and set a subsequent performance review to evaluate the Contractor's corrective action; or (ii) give Contractor written notice of termination of this Agreement based on the Contractor's inadequate performance. A termination under this Subsection will be effective upon the date specified in the Board's written notice and the Board's right of termination under this Subsection is in addition to, and not in lieu of, the Board's right of termination under Subsection B.

D. Liquidated Damages. It is acknowledged that the District's damages in such event of the Contractor's violation of various provisions of this Agreement would be difficult to determine, and that the amounts specified in this Agreement as liquidated damages have been negotiated and agreed upon by the parties in order to make the amount of such damages certain and readily determinable.

## IX. MISCELLANEOUS.

A. The Contractor will provide adequate supervision to assure that all work will be done in accordance with this Agreement and generally accepted solid waste disposal practices.

B. All work outside the express terms of this Agreement must have prior written approval by the Board of Directors of the District. Charges for extra work must be submitted to the Board for approval prior to commencement of the work.

C. This Agreement may not be assigned by either party without the prior, written approval of the other party. The use of any subcontractor shall be subject to the prior, written approval of the Board, which may be withheld for any reason.

D. This Agreement will be construed under the laws of the State of Texas, and all obligations of the parties are performable in Travis County, Texas.

E. This Agreement is binding upon and inures to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.

F. If any provision of this Agreement is illegal, invalid, or unenforceable in any respect, this invalidity, illegality or unenforceability will not affect any other provision, and this

Agreement will be construed as if the invalid, illegal or unenforceable provision had never been contained herein.

G. This Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter, including the Recycling and Solid Waste Disposal Services Agreement dated effective as of March 4, 2000.

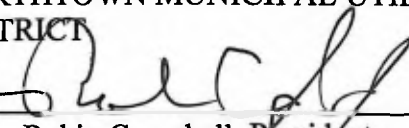
H. If, by reason of force majeure, either party may be rendered unable, in whole or in part, to carry out its obligations under this Agreement, the party whose performance is so affected must give notice and the full particulars of such force majeure to the other party within a reasonable time after the occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure, will be suspended during the continuance of the inability then claimed but for no longer period and such party will endeavor to remove or overcome such inability with all reasonable dispatch.

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

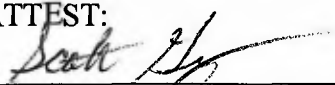
I. This Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter.

Executed on the date or dates indicated below, to be effective April 1, 2009.

NORTHTOWN MUNICIPAL UTILITY  
DISTRICT

By:   
Robin Campbell, President  
Board of Directors

Date: April 28, 2009  
Address: c/o Armbrust & Brown, L.L.P.  
100 Congress Avenue, Suite 1300  
Austin, Texas 78701

ATTEST:  
  
\_\_\_\_\_  
Scott Gray, Secretary  
Board of Directors

TEXAS DISPOSAL SYSTEMS, INC.

By: 

Name: KICK JOHNSON

Its: \_\_\_\_\_

Date: 5/25/05

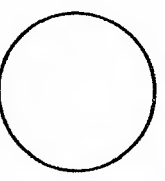
Address: P. O. Box 17126  
Austin, Texas 78760



PROJECT NO. 4210101  
 DESIGN 4210101  
 DRAWN  
 CVD MANAGER

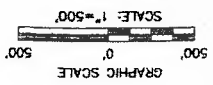
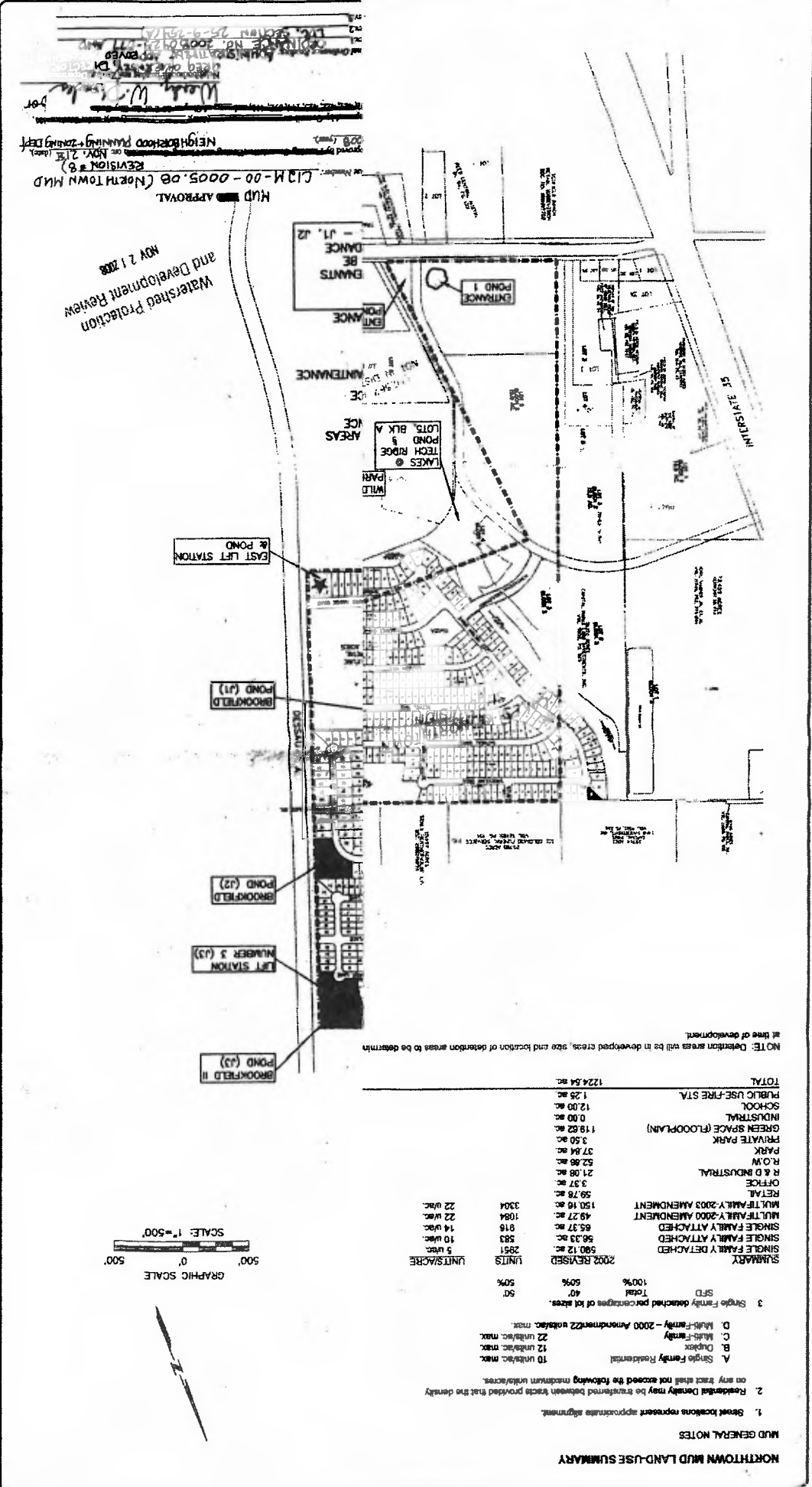
1 OF 1  
 SHEET

VILLAGE @ NORTH TOWN  
 TRAVIS COUNTY, TEXAS  
 LAND USE EXHIBIT  
 MUD EIGHTH AMENDMENT



3103 Bee Coves Road, Suite 202  
 Austin, Texas 78746-6818  
 Tel.: (512) 327-2946  
 Fax: (512) 327-2973

**CA**  
 Cunningham | Allen  
 Engineers • Surveyors



**NORTH TOWN MUD LAND-USE SUMMARY**

1. Street locations represent approximate alignment.  
 2. Residential Density may be transferred between tracts provided that the density on any tract shall not exceed the following maximum unit/acre:  
 A. Single Family Residential 10 units/acre max.  
 B. Duplex 12 units/acre max.  
 C. Multi-Family 22 units/acre max.  
 D. Multi-Family - 2000 Amendment 22 units/acre max.

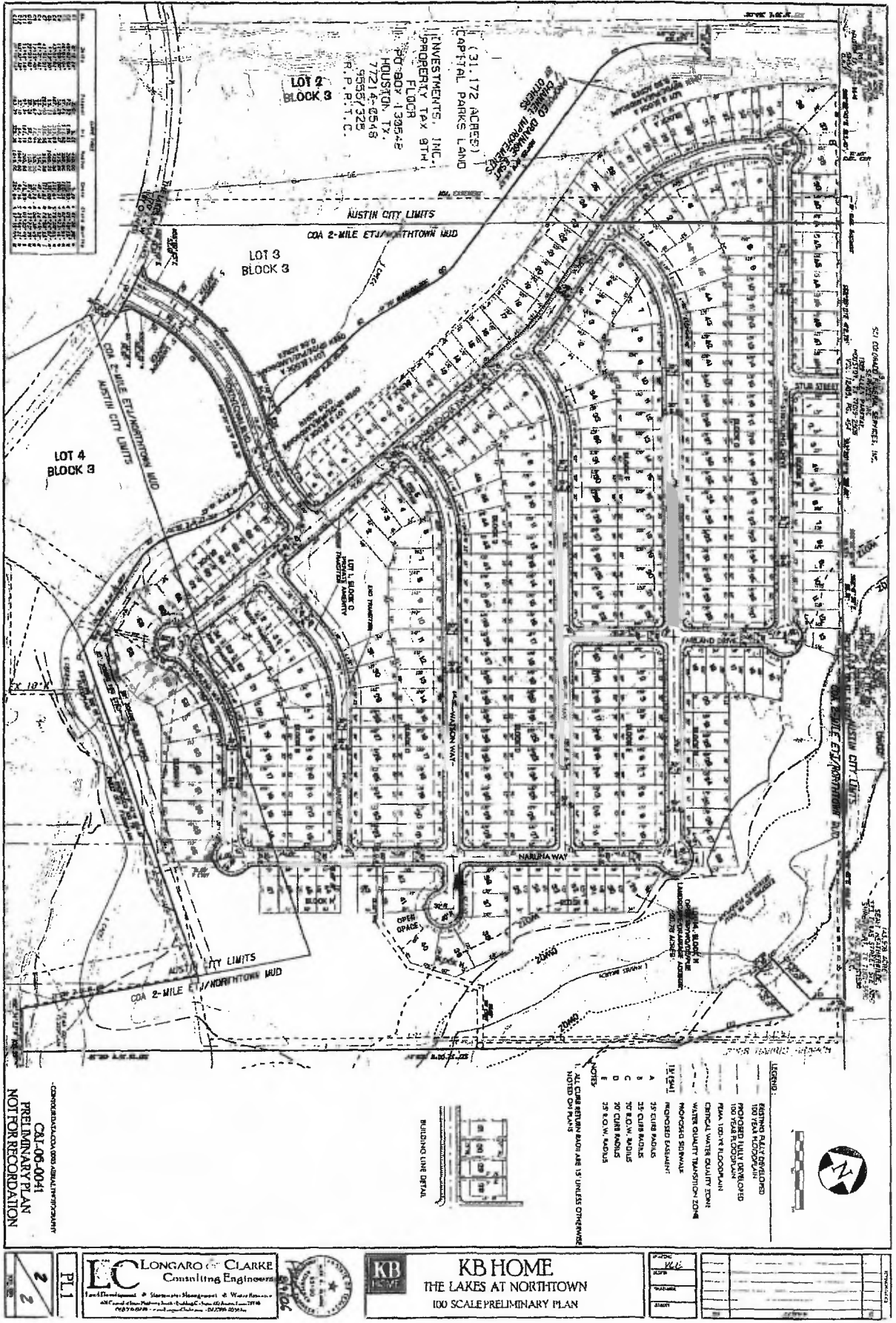
3. Single Family detached percentage of lot sizes:  
 SFD 40%  
 Total 50%  
 100%

2002 REVISED	UNITS	UNITS/ACRE
SINGLE FAMILY DETACHED	590.12 ac.	2951
SINGLE FAMILY ATTACHED	58.33 ac.	583
SINGLE FAMILY ATTACHED	65.37 ac.	916
MULTIFAMILY-2000 AMENDMENT	49.27 ac.	1084
MULTIFAMILY-2000 AMENDMENT	150.16 ac.	3304
RETAIL	59.76 ac.	
OFFICE	3.37 ac.	
R & D INDUSTRIAL	21.06 ac.	
R.O.W	52.86 ac.	
PARK	37.84 ac.	
PRIVATE PARK	3.50 ac.	
GREEN SPACE (FLOODPLAIN)	119.62 ac.	
INDUSTRIAL	0.00 ac.	
SCHOOL	12.00 ac.	
PUBLIC USE-FIRE STA.	1.25 ac.	
TOTAL	1224.64 ac.	

NOTE: Detention areas will be in developed areas, size and location of detention areas to be determined at time of development.

MUD APPROVAL  
 CLM-00-0005.08 (North Town MUD REVISION # 8)  
 prepared by: [unclear] on NOV. 2, 2008  
 NEIGHBORHOOD PLANNING & ZONING DEPT.

Watershed Protection and Development Review  
 NOV 2 2008



INVESTMENTS, INC.  
 CAPITAL PARKS LAND  
 (31.172 ACRES)  
 PROPERTY TAX 9TH  
 FLOOR  
 90-80Y-1395-4E  
 HOUSTON, TX  
 77214-6248  
 95557328  
 R.P.R.T.C.

LOT 2  
 BLOCK 3

LOT 3  
 BLOCK 3

LOT 4  
 BLOCK 3

NO.	DESCRIPTION	DATE
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	...	...
32	...	...
33	...	...
34	...	...
35	...	...
36	...	...
37	...	...
38	...	...
39	...	...
40	...	...
41	...	...
42	...	...
43	...	...
44	...	...
45	...	...
46	...	...
47	...	...
48	...	...
49	...	...
50	...	...
51	...	...
52	...	...
53	...	...
54	...	...
55	...	...
56	...	...
57	...	...
58	...	...
59	...	...
60	...	...
61	...	...
62	...	...
63	...	...
64	...	...
65	...	...
66	...	...
67	...	...
68	...	...
69	...	...
70	...	...
71	...	...
72	...	...
73	...	...
74	...	...
75	...	...
76	...	...
77	...	...
78	...	...
79	...	...
80	...	...
81	...	...
82	...	...
83	...	...
84	...	...
85	...	...
86	...	...
87	...	...
88	...	...
89	...	...
90	...	...
91	...	...
92	...	...
93	...	...
94	...	...
95	...	...
96	...	...
97	...	...
98	...	...
99	...	...
100	...	...

DATE: 08-00-04  
 PRELIMINARY PLAN  
 NOT FOR RECORDATION

**LC** LONGARO & CLARKE  
 Consulting Engineers  
 1401 West Loop West, Suite 2000, Houston, TX 77027  
 713-861-1111



**KB** KB HOME  
 THE LAKES AT NORTHTOWN  
 100 SCALE PRELIMINARY PLAN

NO.	DESCRIPTION	DATE
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	...	...
32	...	...
33	...	...
34	...	...
35	...	...
36	...	...
37	...	...
38	...	...
39	...	...
40	...	...
41	...	...
42	...	...
43	...	...
44	...	...
45	...	...
46	...	...
47	...	...
48	...	...
49	...	...
50	...	...
51	...	...
52	...	...
53	...	...
54	...	...
55	...	...
56	...	...
57	...	...
58	...	...
59	...	...
60	...	...
61	...	...
62	...	...
63	...	...
64	...	...
65	...	...
66	...	...
67	...	...
68	...	...
69	...	...
70	...	...
71	...	...
72	...	...
73	...	...
74	...	...
75	...	...
76	...	...
77	...	...
78	...	...
79	...	...
80	...	...
81	...	...
82	...	...
83	...	...
84	...	...
85	...	...
86	...	...
87	...	...
88	...	...
89	...	...
90	...	...
91	...	...
92	...	...
93	...	...
94	...	...
95	...	...
96	...	...
97	...	...
98	...	...
99	...	...
100	...	...

Exhibit "B"

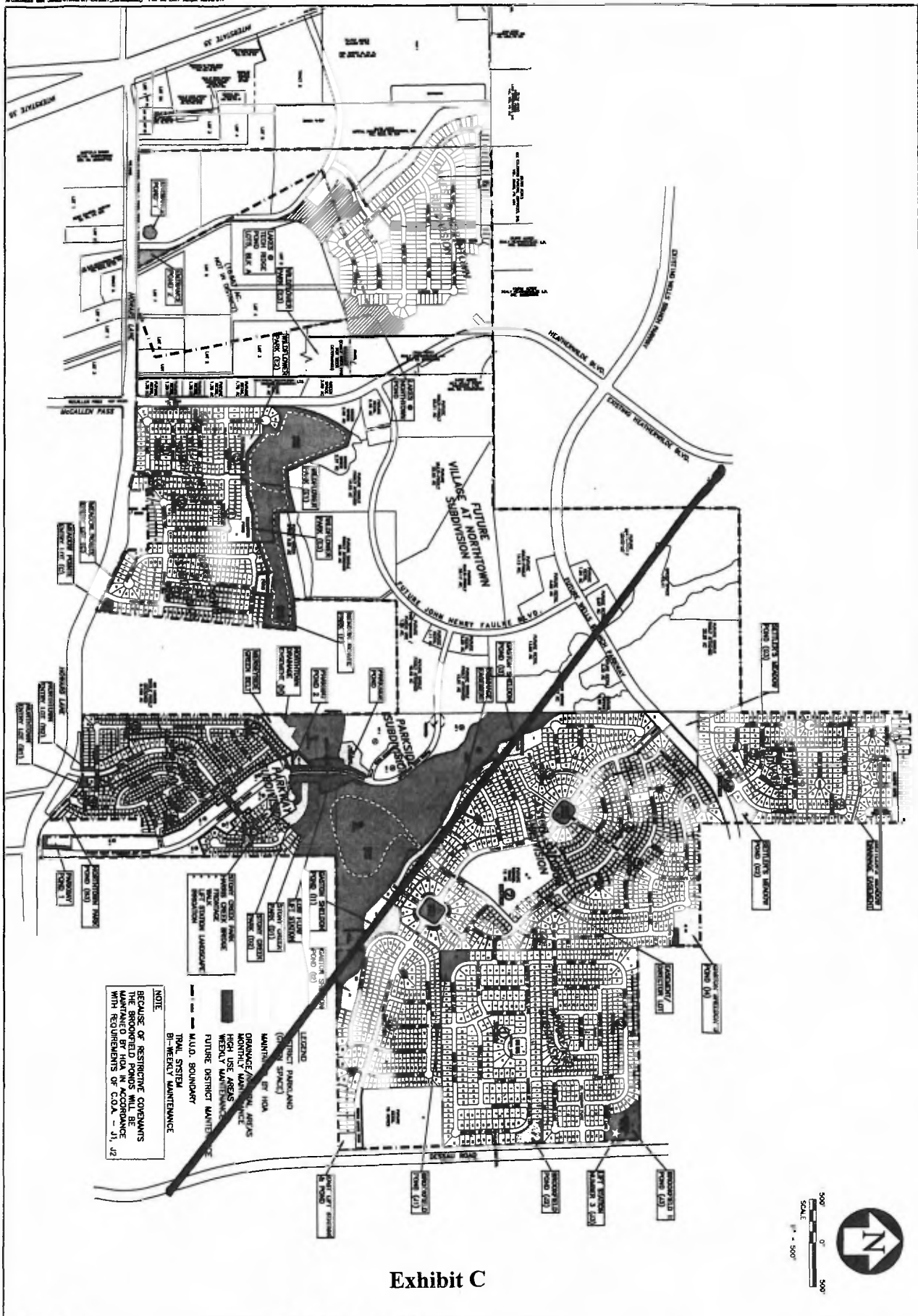


Exhibit C

NO.	DATE	REVISION	BY	PROJECT:
				NORTHTOWN MUNICIPAL UTILITY DISTRICT
				LAND USE EXHIBIT
				SHEET:

**PATE & ENGINEERS**

HOUSTON • DALLAS • AUSTIN • FORT WORTH • SAN ANTONIO

7801 NORTH CAPITAL OF TEXAS HIGHWAY  
 SUITE 200  
 AUSTIN, TEXAS 78721

PH: (512) 340-0600  
 FAX: (512) 340-0604  
 WWW.PATEENGINEERS.COM

**EXHIBIT "D"**

Texas Disposal Systems, Inc.

Month \_\_\_\_\_

Year \_\_\_\_\_

Number of Residences Collected:

Week 1 \_\_\_\_\_

Week 4 \_\_\_\_\_

Week 2 \_\_\_\_\_

Week 5 \_\_\_\_\_

Week 3 \_\_\_\_\_

Complaint Log:

<u>Date and Time</u>	<u>Name</u>	<u>Address</u>	<u>Complaint</u>	<u>Resolution</u>
----------------------	-------------	----------------	------------------	-------------------

Cart/Recycling Bin Deliveries:

Cart/Recycling Bin Terminations:

Cart/Recycling Bin Exchanges:

Special Notes:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

APPROVED:

TEXAS DISPOSAL SYSTEMS, INC.

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_



**AMENDMENT NO. 1 TO RECYCLING AND SOLID WASTE DISPOSAL SERVICES AGREEMENT**

This Amendment No. 1 to Recycling and Solid Waste Disposal Services Agreement (“Amendment”) is entered into effective June 28, 2011 (the “Effective Date”) between NORTHTOWN MUNICIPAL UTILITY DISTRICT (the “District”), a political subdivision of the State of Texas operating under Chapters 49 and 54 of the Texas Water Code, and TEXAS DISPOSAL SYSTEMS, INC. (the “Contractor”).

Contractor and the District previously entered into a “Recycling and Solid Waste Disposal Services Agreement” dated effective April 1, 2009 (the “Agreement”). Contractor and the District now mutually desire to amend the Agreement, and, in consideration of the mutual covenants contained in this Amendment agree as follows:

1. Article VII A to the Agreement is amended and restated in its entirety as follows:

“VII. INSURANCE AND INDEMNITY.

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

(A)	Workers Compensation/ Employer’s Liability	Statutory amounts as prescribed by law
(B)	Commercial General Liability (occurrence basis), which policy must be on a current edition of ISO form CG 00 01 12 07 or equivalent, must not include an endorsement excluding the sole negligence of the District from the definition of “insured contract”, but must include coverage for products/completed operations in the amount of:	\$1,000,000 (per occurrence) \$2,000,000 (aggregate)          \$1,000,000 (aggregate)
(C)	Vehicle Liability (occurrence basis), which policy must include liability arising out of operation of owned, hired, and non-owned vehicles	\$1,000,000 (each accident)
(D)	Excess/Umbrella Liability (above the actual amounts carried by Contractor for the policies described	1,000,000 (per occurrence)

in (A) (with respect to Employer's Liability), (B), (C), and (D) above)"

2. Defined Terms. All terms delineated with initial capital letters in this Amendment that are defined in the Agreement have the same meanings in this Amendment as in the Agreement. Other terms have the meanings commonly ascribed to them.

3. Effect of Amendment. Except as specifically provided in this Amendment, the terms and provisions of the Agreement will continue to govern the rights and obligations of the parties, and all provisions and covenants of the Agreement, as amended by this instrument, will remain in full force and effect. In the event of any inconsistency between the Agreement and this Amendment, this Amendment will control and modify the terms and provisions of the Agreement.

4. Execution. This Amendment may be executed in any number of counterparts, and it will not be necessary that the signatures of all parties be contained on any one counterpart. Additionally, for purposes of facilitating the execution of this Amendment: (a) the signature pages from separate, individually executed counterparts of this Amendment may be combined to form multiple fully executed counterparts; and (b) a facsimile signature will be deemed to be an original signature for all purposes. All executed counterparts of this Amendment will be deemed to be originals, but all counterparts, when taken together, will constitute one and the same instrument.

EXECUTED on the date or dates set forth below, to be effective on the date the last party signs.

**NORTHTOWN MUNICIPAL  
UTILITY DISTRICT**

By: \_\_\_\_\_

Robin Campbell, President  
Board of Directors

Date: \_\_\_\_\_

Address: c/o Armbrust & Brown, PLLC  
100 Congress Ave., Suite 1300  
Austin, Texas 78701

\_\_\_\_\_  
Alex Martinez, Secretary  
Board of Directors

TEXAS DISPOSAL SYSTEMS, INC.

By: 

Name: Jay Howard

Its: Municipal Account Manager

Date: 6-30-2011

Address: P.O. Box 17126  
Austin, Texas 78760







**TEXAS DISPOSAL SYSTEMS**

TEXAS DISPOSAL SYSTEMS, INC. TEXAS DISPOSAL SYSTEMS LANDFILL, INC.

P.O. Box 17126  
Austin, TX 78760-7126  
512.421.1300  
512.421.1325 (FAX)  
www.texasdisposal.com

**1<sup>st</sup> AMENDMENT TO CONTRACT**

THIS CONTRACT, is made and entered into on this 12<sup>th</sup> day of February by and between Northtown Municipal Utility District, of the State of Texas, (hereinafter called the District), and Texas Disposal Systems, Inc. (hereinafter called the "Contractor").

**WITNESSETH:**

**WHEREAS**, the District and Contractor did in the month of April 1, 2009 enter into an exclusive contract for refuse collection and disposal within the territorial jurisdiction of the District to perform such work, as may be incidental thereto.

**WHEREAS**, the District and Contractor desire to extend the term of the Contract, and to otherwise amend the Contract as more particularly set forth below.

**NOW, THEREFORE**, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

1. The term of the Contract is hereby extended to April 30, 2014.
2. The April 1, 2013 contract price of \$16.06 per home per month will remain in effect through the expiration of the extension term.

**IN WITNESS WHEREOF**, this Amendment has been executed as of the date first set forth above.

**NORTHTOWN MUD**

By: [Signature]

Date: 2/10/14

**TEXAS DISPOSAL SYSTEMS, INC.**

By: [Signature]  
Ray Bryant, Municipal Account Supervisor.

Date: 2/12/14





**TEXAS DISPOSAL SYSTEMS**

TEXAS DISPOSAL SYSTEMS, INC. TEXAS DISPOSAL SYSTEMS LANDFILL, INC.

P.O. Box 17126  
Austin, TX 78760-7126  
512.421.1300  
512.421.1325 (FAX)  
www.texasdisposal.com

**2<sup>nd</sup> AMENDMENT TO CONTRACT**

THIS CONTRACT, is made and entered into on this 4<sup>th</sup> day of March by and between Northtown Municipal Utility District, of the State of Texas, (hereinafter called the District), and Texas Disposal Systems, Inc. (hereinafter called the "Contractor").

**WITNESSETH:**

**WHEREAS**, the District and Contractor did in the month of April 1, 2009 enter into an exclusive contract for refuse collection and disposal within the territorial jurisdiction of the District to perform such work, as may be incidental thereto.

**WHEREAS**, the District and Contractor desire to extend the term of the Contract, and to otherwise amend the Contract as more particularly set forth below.

**NOW, THEREFORE**, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

1. The term of the Contract is hereby extended to June 30, 2014.
2. The April 1, 2013 contract price of \$16.06 per home per month will expire on June 30, 2014 or upon signing a new contract, whichever comes first.

**IN WITNESS WHEREOF**, this Amendment has been executed as of the date first set forth above.

**NORTHTOWN MUD**

By: *Alyx Matney*

Date: 3/4/14

**TEXAS DISPOSAL SYSTEMS, INC.**

By: *Ray Bryant*  
Ray Bryant, Municipal Account Supervisor.

Date: 3/4/14



**NORTHTOWN MUNICIPAL UTILITY DISTRICT  
MINUTES OF BOARD OF DIRECTORS' MEETING**

February 10, 2014

THE STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS           §

A meeting of the Board of Directors of Northtown Municipal Utility District was held on February 10, 2014, at the Wells Branch Tech Center, 1421 Wells Branch Parkway, Suite 106, Pflugerville, Texas. The meeting was open to the public and notice was given as required by the Texas Open Meetings Act. A copy of the Certificate of Posting of the notice is attached as **Exhibit "A"**.

All of the members of the Board were present were present, as follows:

Robin Campbell	-	President
Brenda Richter	-	Vice President
Alex Martinez	-	Secretary
Felix T. Amaro, Jr.	-	Treasurer
Kathy Haught	-	Assistant Secretary

Also present at the meeting were Mona Oliver, the District's on-site manager and covenant administrator; Robert Anderson of Crossroads Utility Services, LLC ("Crossroads"); Allen Douthitt of Bott & Douthitt, PLLC; Deputy Keith Kinnard of the Travis County Sheriff's Department; Richard Fadal of TexaScapes, Inc.; Scott Foster of 360 Professional Services, Inc.; Ron Leahy and Ray Bryant of Texas Disposal Services, Inc. ("TDS"); Lee Hill, resident of the District; and Sue Brooks Littlefield of Armbrust & Brown, PLLC.

Director Campbell called the meeting to order at 5:45 p.m. and asked if there were any residents who wished to address the Board. There being none, Director Campbell stated that the Board would consider approving the consent items on the Board's meeting agenda: the minutes of the December 17, 2013 Board meeting and the Release and Termination of Temporary Construction Easement attached as **Exhibit "B"**. Upon motion by Director Amaro and second by Director Richter, the Board voted unanimously to approve the consent items.

Director Campbell then stated that the Board would receive a report on the audit of the District's financial statements for the fiscal year ended September 30, 2013. Director Campbell reported that the Audit Subcommittee had met with Brian Toldan of McCall Gibson Swedlund Barfoot, PLLC, the District's auditor, to review the audit report and, as in the past, the District had received an unqualified opinion and an excellent report. Mr. Douthitt stated that the draft in the Board's meeting packet was substantially the final report. Director Campbell stated that the auditor did an excellent job. Upon motion by Director Richter and second by Director Haught, the Board voted unanimously to approve the audit report attached as **Exhibit "C"** and the representation letter attached as **Exhibit "D"**, and to authorize filing of the audit

report. Director Amaro stated that the auditor had made it clear that the excellent work that the consultants did behind the scenes made their work easier.

Director Campbell stated that the Board would next consider approving the Resolution Confirming Annual Review of the District's Written Procedures for Post Bond Issuance Federal Tax Compliance attached as **Exhibit "E"**. Ms. Littlefield reminded the Board that these procedures were adopted at the recommendation of the District's bond counsel to assure that the interest on the District's bonds would be tax exempt. She stated that no revisions to the Board's policies were recommended by the bond counsel at this time. After discussion, upon motion by Director Richter and second by Director Haught, the Board voted unanimously to approve the Resolution.

Director Campbell then stated that the Board would discuss recycling and solid waste disposal services. Director Martinez reported that a lot had changed since the Board had last renewed the District's contract with TDS, and noted that the Solid Waste Subcommittee had nothing to report as it was still investigating options. He explained that, five years ago, the Board had been interested in single-stream recycling, but it had been cost prohibitive. He stated that now the situation was very different, and that landfills were coming close to capacity. He stated that solid waste disposal was becoming more expensive than recycling, that there were many different options and that the Subcommittee was still investigating these options. Director Martinez explained that the District was still old school in that its contract still provided unlimited trash collection and only a small amount of recycling. He asked if the Board would be adverse to a ten-year contract if there was a cost savings and noted that he did not have numbers to present at this time. Director Martinez also stated that the District's clean-up days were very cost-prohibitive and there was an alternative, which was to have curbside bulky item pick-up. Director Richter stated that she was not in favor of changing from providing clean-up days because this was a service that the residents were used to receiving and she felt it would be difficult to change their expectations. She also stated that she did not feel the residents would use single-stream recycling and so she felt the Subcommittee would need to really evaluate it, even though she personally understood the benefits of it. Director Martinez stated that he had not previously recycled, but had found single-stream was a major convenience. Director Amaro stated that he shared the concern about bulk pickup, noting that there were residents who placed bulky items at curbside currently and he could see it becoming an enforcement nightmare. Director Martinez stated that the administrative part of bulky waste pick-up was handled by TDS. Director Martinez stated that the clean-up days would be provided at a cost and Director Richter responded that she felt if TDS did not want to provide this service, the Board could go out for proposals and find someone else that would be willing to do so. Director Amaro expressed concern that curbside collection would result in other people who were not aware of the protocol putting large items out and that this could result in a covenant violation issue. Director Haught stated that she had shared these issues. Mr. Hill stated that only about 40% of his neighbors recycled, but he felt the percentage would increase with single-stream. He also pointed out that doing this would require another big, bulky container and this could create a problem due to limited garage space. He pointed out that the District already had bulky waste pick-up once per month. Mr. Hill acknowledged that there would be an advantage to having cardboard and paper recycling. Director Richter stated that she would like to know how to get the residents' input and added that she felt it was

important to find out what was right for the neighborhood. Mr. Hill suggested a polling place survey. Director Haught stated that the residents who were interested in recycling were already doing it. Director Martinez said there were two sizes of recycling bins available, 65 gallon and 96 gallon. Mr. Anderson inquired if the storage of the recycling containers was going to be a problem and Ms. Oliver stated that she expected it would be. Director Campbell then recognized Mr. Bryant and Mr. Leahy, both with TDS, and Mr. Bryant confirmed that TDS had several different sizes of containers available. Mr. Hill stated that he liked having a smaller trash container. Mr. Anderson noted that the District's residents wouldn't receive a cost break for a smaller container and Mr. Leahy confirmed this. Mr. Leahy stated that the problem with dual-stream recycling was that very little would fit in the recycling bins and that, once the bin was full, the excess would go into the trash. He also stated that, between Georgetown and Austin, all of TDS's customers, except the District, were on single-stream recycling. He stated that the District currently had a Cadillac product and a Chevelle price and that this was about to end. He also stated that providing regular bulky waste pick-up would be a better service than once per month. Mr. Leahy stated that, when San Marcos had gone to once per week trash service, recycling had doubled and when they had gone to single-stream, recycling had doubled again. Director Richter stated that she felt the demographics of the District were different, noting that the District had a large non-English speaking population. The Board agreed to hold a special worksession on the matter in order to allow careful discussion of the options, with more information on pricing to be provided at that time.

Director Campbell then recognized Deputy Kinnard for purposes of receiving the District's security report. Deputy Kinnard reported that February had already been a really difficult month, noting that there had been vandalism at the pavilion. Deputy Kinnard reported that there also had been some significant graffiti tagging done, including of a business and several residences. Director Richter stated that none of the residents had removed the tagging as of that day. Deputy Kinnard stated that there had been delayed responsiveness because of the change in representation between the Sheriff's Department and the Pflugerville Independent School District. He then discussed burglaries in the subdivisions and the Sheriff's Department's staffing, and noted that there had also been an increase in auto theft. Upon motion by Director Richter and second by Director Amaro, the Board voted unanimously to approve the payments to the Travis County Sheriff's deputies as set forth on the check register attached as **Exhibit "F"**.

Director Amaro then moved approval of the extension of the TDS contract attached as **Exhibit "G"**. Upon second by Director Richter, the motion was unanimously adopted.

Director Campbell then recognized Mr. Fadal for purposes of receiving the landscape maintenance report. Mr. Fadal presented the plant of the month, Pothos Ivy. He stated that the plant would grow inside during almost any kind of weather. Mr. Fadal then presented his monthly report attached as **Exhibit "H"**, noting that, as of January, his crews were about 80% complete with winter tasks and by the end of February would be about 95% complete. He reported on the work done to address the erosion at the parks.





**NORTHTOWN MUNICIPAL UTILITY DISTRICT  
SUBCOMMITTEE LIST**

**Budget/Finance Subcommittee**

Directors: Amaro, Campbell  
Appointed: July 2013

**Investments Subcommittee**

Directors: Campbell, Amaro  
Appointed: July 2013

**Subcommittee - Lease space, etc. for District office**

Directors: Richter, Haught  
Appointed: July 2013

**Park subcommittee**

Directors: Richter, Martinez

**Restrictive Covenant Committee/lawsuit approval**

Directors: Amaro, Richter

**Trustees for Employee Retirement Plan**

Directors: Richter, Amaro with Mona Oliver  
Appointed: July 2013

**Security Subcommittee**

Directors: Haught, Amaro with Deputy Kinnard  
Appointed: July 2013

**Signage/sign Subcommittee**

Directors: Campbell, Martinez  
Appointed: July 2013

**Solid Waste Subcommittee**

Directors: Haught, Martinez  
Appointed: July 2013

**Committee re Challenge to the City of Austin's wholesale water and wastewater rates 2012**

Directors: Campbell, Richter  
Appointed: July 2013

**Subcommittee on District's website**

Directors: Richter, Campbell  
Appointed March 4, 2003

## Older Subcommittees:

### Subcommittee – Bypass project (flow information)

Director Campbell and Robert Anderson  
Appointed: January 26, 2010

### Drought Contingency Plan

Directors: Campbell, Martinez  
Additional member: Mona Oliver

### Facilities Subcommittee (to work on 2011/2012 release of surplus funds application)

Directors: Campbell & Martinez  
Appointed: November 22, 2011

### Infrastructure Subcommittee

Directors: Campbell, Martinez  
Additional member: Scott Foster

### Lakes at Northtown Phase 2 – subcommittee to approve any necessary easements

Directors Richter and Amaro to approve any necessary easements  
Appointed: September 25, 2012

### Lakes Boulevard Multifamily Project – Request for Variances on restrictive covenants

Directors: Campbell, Amaro  
Appointed: March 22, 2011

### Subcommittee for Pay Increase for M. Oliver (district employees)

Directors Richter and Amaro  
Appointed: February 26, 2013

### Committee re Expediting Connections to Pflugerville ISD school

Directors Campbell and Martinez  
To work with Mr. Foster to address whether connections to the school can be expedited.  
Appointed: February 28, 2012

### Evaluation of Security Deposits (to increase for renters in the district)

Directors: Campbell, Richter  
Evaluation of whether to increase security deposits for renters  
Appointed: June 25, 2013

### Subcommittee – on Wastewater and Potable Water Masterplan (Dessau force main) to work with Kimley-Horn & Associates, Inc.

Directors Campbell and Martinez  
Appointed: March 23, 2010