



Control Number: 47712



Item Number: 1

Addendum StartPage: 0

**Formal Complaint Documents**

47712

Following Informal Complaint: #CP2017080523

Against Longspur Crossing Apartments and Westdale Management

**Contact:**

Naomi Barron

*Email:* [Nbar0815@gmail.com](mailto:Nbar0815@gmail.com)

*Cell Phone:* 512-779-5110

4303 Acropolis Ct #d

Austin, TX 78759

RECEIVED  
2017 OCT 17 PM 1:56  
PUBLIC UTILITY COMMISSION  
FILING CLERK

10/3/2017

To whom it may concern,

My name is Naomi Barron, I am a resident of Longspur Crossing apartments located at 701 W. Longspur Blvd, Austin, Texas 78753, in unit 2022. I have gone through the process of filing an informal complaint, starting August 14, 2017. As of September 19, 2017, I had received a response from the PuC stating that the property had failed to respond within the 21 day time limit provided, and was further instructed to file a formal complaint.

I believe that I am being over charged for water and wrongfully charged for more tenants than are assigned to my lease. I have requested that Westdale Management review my billing multiple times and have been told that the charges are correct, but have not been shown the formula used to calculate my bill, nor the actual process they are using for my bill. I was also informed that during the first term of my lease, I was being charged for my Guarantor on the lease, even though my guarantor did not live with me, nor apply as a resident of the building, and they refused to change this.

I am requesting that if a miscalculation is indeed found, that I be fully refunded for the amount I have over paid during my 2 years as a resident at this property.

Thank You,

Naomi Barron

**Kenneth W. Anderson, Jr.**  
Commissioner

**Brandy Marty Marquez**  
Commissioner

**Brian H. Lloyd**  
Executive Director



**Greg Abbott**  
Governor

## *Public Utility Commission of Texas*

---

9/19/2017

Ms Naomi Barron  
701 Longspur Blvd Unit 2022  
Austin TX 78753

RE: Complaint # CP2017080523

Dear Ms Barron:

The Customer Protection Division (CPD) of the Public Utility Commission of Texas has received your correspondence regarding the conclusion of your informal complaint with Longspur Crossing Apartments. In your complaint, you expressed concerns regarding the method of billing. CPD's investigation found the company failed to respond in a timely manner.

Given that CPD has concluded the informal complaint process, you may dispute the issue further by filing a formal complaint through the commission. An informational brochure explaining the formal complaint process is enclosed.

We appreciate the opportunity to assist you. If you have any questions about filing a formal complaint, please feel free to call toll-free at 1-888-782-8477.

Sincerely,

Customer Protection Division  
Public Utility Commission of Texas

cc: Longspur Crossing Apartments

Enclosure



Printed on recycled paper

An Equal Opportunity Employer

**Kenneth W. Anderson, Jr.**  
Commissioner

**Brandy Marty Marquez**  
Commissioner

**Brian H. Lloyd**  
Executive Director



**Greg Abbott**  
Governor

## ***Public Utility Commission of Texas***

---

9/19/2017

Ms Naomi Barron  
701 Longspur Blvd Unit 2022  
Austin TX 78753

RE: Complaint # CP2017080523

Dear Ms Barron:

The Customer Protection Division (CPD) of the Public Utility Commission of Texas has received your correspondence regarding the conclusion of your informal complaint with Longspur Crossing Apartments. In your complaint, you expressed concerns regarding the method of billing. CPD's investigation found the company failed to respond in a timely manner.

Given that CPD has concluded the informal complaint process, you may dispute the issue further by filing a formal complaint through the commission. An informational brochure explaining the formal complaint process is enclosed.

We appreciate the opportunity to assist you. If you have any questions about filing a formal complaint, please feel free to call toll-free at 1-888-782-8477.

Sincerely,

Customer Protection Division  
Public Utility Commission of Texas

cc: Longspur Crossing Apartments

Enclosure



TEXAS APARTMENT ASSOCIATION

M E M B E R

This Lease Contract is valid only if filled out before January 1, 2016.

## Apartment Lease Contract

This is a binding contract. Read carefully before signing.

Date of Lease Contract: June 19, 2015  
(when this Lease Contract is filled out)

### Moving In — General Information

1. **Parties.** This Lease Contract ("Lease") is between you, the resident(s) (*list all people signing the Lease*):

Naomi Barron

Arthur Whitman (Guarantor)

and us, the owner: Longspur Crossing

(name of apartment community or title holder). You are renting Apartment No. 2022, at 701 Longspur Blvd #2022

(street address) in Austin

(city), Texas 78753 (zip code) for use as a private residence only. The terms "you" and "your" refer to all residents listed above or, in the event of a sole resident's death, to someone authorized to act for the estate. The terms "we," "us," and "our" refer to the owner listed above and not to property managers or anyone else. **Neither we nor any of our representatives have made any oral promises, representations, or agreements. This Lease is the entire agreement between you and us.**

2. **Occupants.** The apartment will be occupied only by you and (*list all other occupants not signing the Lease*):

Above named only

—and no one else. Anyone not listed here cannot stay in the apartment for more than 3 consecutive days without our prior written consent, and no more than twice that many days in any one month. **If the previous space isn't filled in, 2 days total per month will be the limit.**

3. **Lease Term.** The initial term of the Lease begins on the 26th day of June (month), 2015 (year), and ends at midnight the 25th day of September (month), 2016 (year). After that, this Lease will automatically renew month-to-month unless either party gives at least 30 days' written notice of termination or intent to move out as required by Par. 26. *If the number of*

Prorated rent of \$ 112.67 is due for the remainder of the [check one]: ☒ 1st month **or** ☐ 2nd month, on the \_\_\_\_\_ day of \_\_\_\_\_ (month), \_\_\_\_\_ (year).

**You must pay your rent on or before the 1st day of each month (due date). There is no grace period. Cash is not acceptable without our prior written permission. You cannot withhold or offset rent unless authorized by law.** We may, at our option, require at any time that you pay all rent and other sums in cash, certified or cashier's check, money order, or one monthly check rather than multiple checks. If you don't pay all rent on or before the 3rd day of the month, you'll pay an initial late charge of \$ 50.00, plus a daily late charge of \$ 10.00 per day after that date until the amount due is paid in full. Daily late charges cannot exceed 15 days for any single month's rent. We won't impose late charges until at least the third day of the month. You'll also pay a charge of \$ 50.00 for each returned check or rejected electronic payment, plus initial and daily late charges, until we receive acceptable payment. If you don't pay rent on time, you'll be in default and subject to all remedies under state law and this Lease. If you violate the animal restrictions of Par. 27 or other animal rules, you'll pay an initial charge of \$ 100.00 per animal (not to exceed \$100 per animal) and a daily charge of \$ 10.00 per animal (not to exceed \$10 per day per animal) from the date the animal was brought into your apartment until it is removed. We'll also have all other remedies for such violations.

7. **Utilities and Services.** We'll pay for the following items, if checked: ☐ gas ☐ water ☐ wastewater ☐ electricity ☐ trash/recycling ☐ cable/satellite ☐ master antenna ☐ Internet ☐ stormwater/drainage ☐ other \_\_\_\_\_

You'll pay for all other utilities and services, related deposits, and any charges or fees on such utilities and services during your Lease term. See Par. 12 for other related provisions regarding utilities and services.

8. **Insurance.** Our insurance doesn't cover the loss of or damage to your personal property. You are [check one]:

☒ required to buy and maintain renter's or liability insurance (see attached addendum), **or**

☐ not required to buy renter's or liability insurance.

**If neither option is checked, insurance is not required but is still strongly recommended. Even if not required, we urge you to**



TEXAS APARTMENT ASSOCIATION

M E M B E R

Lease Contract is valid only if filled out before Jan 1, 2018.

## Apartment Lease Contract

This is a binding contract. Read carefully before signing.

Date of Lease Contract: August 25, 2016  
(when this Lease Contract is filled out)

### Moving In — General Information

1. **Parties.** This Lease Contract ("Lease") is between you, the resident(s) (*list all people signing the Lease*):

Naomi Barron

and us, the owner: Longspur Crossing

(name of apartment community or title holder). You are renting Apartment No. 2022, at 701 Longspur Blvd #2022

(street address) in Austin

(city), Texas 78753 (zip code) for use as a private residence only. The terms "you" and "your" refer to all residents listed above or, in the event of a sole resident's death, to someone authorized to act for the estate. The terms "we," "us," and "our" refer to the owner listed above and not to property managers or anyone else. **Neither we nor any of our representatives have made any oral promises, representations, or agreements. This Lease is the entire agreement between you and us.**

2. **Occupants.** The apartment will be occupied only by you and (*list all other occupants not signing the Lease*):

Named Above only.

—and no one else. Anyone not listed here cannot stay in the apartment for more than 3 consecutive days without our prior written consent, and no more than twice that many days in any one month. **If the previous space isn't filled in, 2 days total per month will be the limit.**

3. **Lease Term.** The initial term of the Lease begins on the 26th day of September (month), 2015 (year), and ends at midnight the 21st day of October (month), 2017 (year). After that, this Lease will automatically renew month-to-month unless either party gives at least 30 days' written notice of termination or intent to move out as required by Par. 36. **If the number of days isn't filled in, notice of at least 30 days is required.**

4. **Security Deposit.** The total security deposit for a resident is \$ 200.00, due on or before the date this Lease is signed. This amount (*check one*): ☐ does or ☒ does not include an animal deposit. Any animal deposit will be designated in an animal addendum. Security-deposit refund check and any deduction itemizations will be by (*check one*): ☒ one check jointly payable to all residents and mailed to any one resident we choose, or ☐ one check payable to and mailed to \_\_\_\_\_

(specify name of one resident).

Prorated rent of \$ 123.17 is due for the remainder of the (*check one*): ☒ 1st month or ☐ 2nd month, on the \_\_\_\_\_ day of \_\_\_\_\_ (month), \_\_\_\_\_ (year).

**You must pay your rent on or before the 1st day of each month (due date). There is no grace period, and you agree that not paying rent on the 1st of each month is a material breach of this Lease. Cash is not acceptable without our prior written permission. You cannot withhold or offset rent unless authorized by law.** We may, at our option, require at any time that you pay all rent and other sums in cash, certified or cashier's check, money order, or one monthly check rather than multiple checks. If you don't pay all rent on or before the 3rd day of the month, you'll pay an initial late charge of \$ 50.00, plus a daily late charge of \$ 10.00 per day after that date until the amount due is paid in full. Daily late charges cannot exceed 15 days for any single month's rent. We won't impose late charges until at least the third day of the month. You'll also pay a charge of \$ 50.00 for each returned check or rejected electronic payment, plus initial and daily late charges, until we receive acceptable payment. If you don't pay rent on time, you'll be in default and subject to all remedies under state law and this Lease. If you violate the animal restrictions of Par. 27 or other animal rules, you'll pay an initial charge of \$ 100.00 per animal (not to exceed \$100 per animal) and a daily charge of \$ 10.00 per animal (not to exceed \$10 per day per animal) from the date the animal was brought into your apartment until it is removed. We'll also have all other remedies for such violations.

7. **Utilities and Services.** We'll pay for the following items, if checked: ☐ gas ☐ water ☐ wastewater ☐ electricity ☐ trash/recycling ☐ cable/satellite ☐ master antenna ☐ Internet ☐ stormwater/drainage ☐ other \_\_\_\_\_

You'll pay for all other utilities and services, related deposits, and any charges or fees on such utilities and services during your Lease term. See Par. 12 for other related provisions regarding utilities and services.

8. **Insurance.** Our insurance doesn't cover the loss of or damage to your personal property. You are (*check one*):

☒ required to buy and maintain renter's or liability insurance (see attached addendum), or ☐ not required to buy renter's or liability insurance.

**If neither option is checked, insurance is not required but is still strongly recommended. Even if not required, we urge you to get your own insurance for losses due to theft, fire, water, pipe leaks, and similar occurrences.** Renter's insurance doesn't cover losses due to a flood. Information on renter's insurance is available from the Texas Department of Insurance.

9. **Special Provisions.** The following or attached special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Lease and will supersede any conflicting provisions of this printed Lease form. Washer/Dryer, Drainage, Pest Control, Trash & Water fee's are due with rent on the 1st of each month. Partial payments will not be accepted. If you pay partial

Please make remittance to:

Longspur Crossing  
701 Longspur Blvd.  
Austin, TX 78753  
(512) 339-0071



\$ 000.34

### WATER BILLING STATEMENT

Any questions or disputes should be directed to the manager at the location and phone number shown above. This bill is NOT from Local Utility provider. Bills sent by Westdale Asset Management.

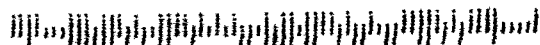
Billing Details	Total
City Service Fee 06/20/17 - 07/20/17	20.10
Drainage Fee 06/20/17 - 07/20/17	5.66
Water Service 06/20/17 - 07/20/17	26.33

Amount Due Upon Receipt: \$ 52.09

Late After: 9/3/2017

#2022

Barron  
Naomi  
701 Longspur Blvd #2022  
Austin, TX 78753



Please make remittance to:

Longspur Crossing  
701 Longspur Blvd.  
Austin, TX 78753  
(512) 339-0071



\$ 000.34

### WATER BILLING STATEMENT

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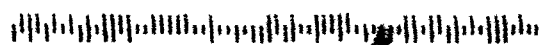
Billing Details	Total
Drainage Fee 05/18/17 - 06/20/17	5.42
Service Fee	19.26
Water Service 05/18/17 - 06/20/17	53.06

Amount Due Upon Receipt: \$ 77.74

Late After: 8/2/2017

#2022

Barron  
Naomi  
701 Longspur Blvd #2022  
Austin, TX 78753

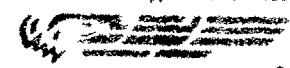


Please make remittance to:

Longspur Crossing  
701 Longspur Blvd.  
Austin, TX 78753  
(512) 339-0071



U.S. POSTAGE & FEES PAID



ZIP 75205  
02 4W  
\$ 000.34<sup>0</sup>  
0000334334 MAR 13 2017

### WATER BILLING STATEMENT

Any questions or disputes should be directed to the manager at the location and phone number shown above. This bill is NOT from Local Utility provider. Bills sent by Westdale Asset Management.

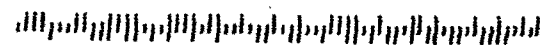
Billing Details	Total
Drainage Fee 01/20/17 - 02/16/17	5.63
Pest Control	3.00
Trash Fee	5.00
Water Service 01/20/17 - 02/16/17	46.41

Amount Due Upon Receipt: \$ 60.04

Late After: 4/1/2017

#2022

Barron  
Naomi  
701 Longspur Blvd #2022  
Austin, TX 78753





Please make remittance to:

Longspur Crossing  
701 Longspur Blvd.  
Austin, TX 78753  
(512) 339-0071

### WATER BILLING STATEMENT

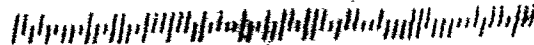
Any questions or disputes should be directed to the manager at the location and phone number shown above. This bill is NOT from Local Utility provider. Bills sent by Westdale Asset Management.

Billing Details	Total
Drainage Utility Billing 8/19 - 9/22	7.00
Pest Control	3.00
Trash	5.00
Water/Sewer Billing 8/19 - 9/22	80.54

Amount Due Upon Receipt: \$ 95.54

Late After: 11/8/2016  
#2022

Barron  
Naomi  
701 Longspur Blvd #2022  
Austin, TX 78753



Please make remittance to:

Longspur Crossing  
701 Longspur Blvd.  
Austin, TX 78753  
(512) 339-0071

### WATER BILLING STATEMENT

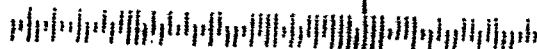
Any questions or disputes should be directed to the manager at the location and phone number shown above. This bill is NOT from Local Utility provider. Bills sent by Westdale Asset Management.

Billing Details	Total
Drainage Fee 11/17/16 - 12/19/16	5.53
Pest Control	3.00
Trash Fee	5.00
Water Service 11/17/16 - 12/19/16	49.40

Amount Due Upon Receipt: \$ 62.93

Late After: 1/31/2017  
#2022

Barron  
Naomi  
701 Longspur Blvd #2022  
Austin, TX 78753



Please make remittance to:

Longspur Crossing  
701 Longspur Blvd.  
Austin, TX 78753  
(512) 339-0071

### WATER BILLING STATEMENT

Any questions or disputes should be directed to the manager at the location and phone number shown above. This bill is NOT from Local Utility provider. Bills sent by Westdale Asset Management.

Billing Details	Total
Drainage Utility Billing 6/20 - 7/22	6.82
Pest Control	3.00
Trash	5.00
Water/Sewer Billing 6/20 - 7/22	57.89

Amount Due Upon Receipt: \$ 72.71

Late After: 9/4/2016  
#2022

Barron  
Naomi  
701 Longspur Blvd #2022  
Austin, TX 78753



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701 Longspur Blvd.  
Austin, TX 78753  
(512) 339-0071

### WATER BILLING STATEMENT

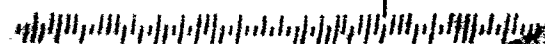
Any questions or disputes should be directed to the manager at the location and phone number shown above. This bill is NOT from Local Utility provider. Bills sent by Westdale Asset Management.

Billing Details	Total
Drainage Utility Billing 7/20 - 8/19	6.87
Pest Control	3.00
Trash	5.00
Water/Sewer Billing 7/20 - 8/19	60.37

Amount Due Upon Receipt: \$ 75.24

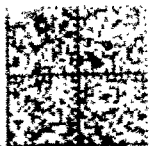
Late After: 10/5/2016  
#2022

Barron  
Naomi  
701 Longspur Blvd #2022  
Austin, TX 78753



Please make remittance to:

Longspur Crossing  
701 Longspur Blvd.  
Austin, TX 78753  
(512) 339-0071



U.S. POSTAGE & METS BOWLES  
ZIP 75205 \$ 000.34<sup>0</sup>  
02 4W  
0000334334 MAR 14 2016

### WATER BILLING STATEMENT

Any questions or disputes should be directed to the manager at the location and phone number shown above. This bill is NOT from Local Utility provider. Bills sent by Westdale Asset Management.

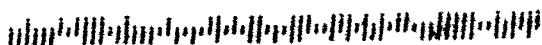
Billing Details	Total
Drainage Utility Billing 3/18 - 4/18	6.93
Pest Control	3.00
Trash	5.00
Water/Sewer Billing 3/18 - 4/18	58.01

Amount Due Upon Receipt: \$ 72.94

Late After: 6/5/2016

#2022

Barron  
Naomi  
701 Longspur Blvd #2022  
Austin, TX 78753



Please make remittance to:

Longspur Crossing  
701 Longspur Blvd.  
Austin, TX 78753  
(512) 339-0071



U.S. POSTAGE & METS BOWLES  
ZIP 75205 \$ 000.35<sup>0</sup>  
02 4W  
0000334334 MAR 14 2016

### WATER BILLING STATEMENT

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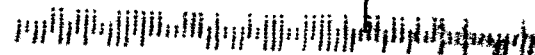
Billing Details	Total
Drainage Utility Billing 1/20 - 2/18	6.96
Pest Control	3.00
Trash	5.00
Water/Sewer Billing 1/20 - 2/18	57.92

Amount Due Upon Receipt: \$ 72.88

Late After: 4/2/2016

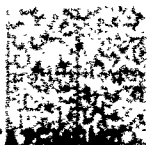
#2022

Barron  
Naomi  
701 Longspur Blvd #2022  
Austin, TX 78753



Please make remittance to:

Longspur Crossing  
701 Longspur Blvd.  
Austin, TX 78753  
(512) 339-0071



U.S. POSTAGE & METS BOWLES  
ZIP 75205 \$ 000.34<sup>0</sup>  
02 4W  
0000334334 APR 14 2016

### WATER BILLING STATEMENT

Any questions or disputes should be directed to the manager at the location and phone number shown above. This bill is NOT from Local Utility provider. Bills sent by Westdale Asset Management.

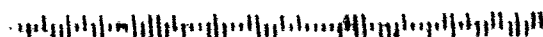
Billing Details	Total
Drainage Utility Billing 5/18 - 6/20	6.85
Pest Control	3.00
Trash	5.00
Water/Sewer Billing 5/18 - 6/20	74.87

Amount Due Upon Receipt: \$ 89.72

Late After: 8/4/2016

#2022

Barron  
Naomi  
701 Longspur Blvd #2022  
Austin, TX 78753



Please make remittance to:

Longspur Crossing  
701 Longspur Blvd.  
Austin, TX 78753  
(512) 339-0071



U.S. POSTAGE & METS BOWLES  
ZIP 75205 \$ 000.34<sup>0</sup>  
02 4W  
0000334334 APR 14 2016

### WATER BILLING STATEMENT

Any questions or disputes should be directed to the manager at the location and phone number shown above. This bill is NOT from Local Utility provider. Bills sent by Westdale Asset Management.

Billing Details	Total
Drainage Utility Billing 2/18 - 3/18	6.98
Pest Control	3.00
Trash	5.00
Water/Sewer Billing 2/18 - 3/18	55.13

Amount Due Upon Receipt: \$ 70.11

Late After: 5/3/2016

#2022

Barron  
Naomi  
701 Longspur Blvd #2022  
Austin, TX 78753



Please make remittance to:

Longspur Crossing  
701 Longspur Blvd.  
Austin, TX 78753  
(512) 339-0071



U.S. POSTAGE >> PITNEY BOWES

ZIP 75205 \$ 000.35<sup>0</sup>  
02 4W  
0000334334 JAN 14 2016

### WATER BILLING STATEMENT

Any questions or disputes should be directed to the manager at the location and phone number shown above. This bill is NOT from Local Utility provider. Bills sent by Westdale Asset Management.

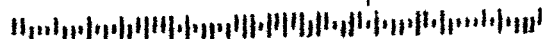
Billing Details	Total
Drainage Utility Billing 11/22 - 12/	6.91
Pest Control	3.00
Trash	5.00
Water/Sewer Billing 11/22 - 12/23	43.77

Amount Due Upon Receipt: \$ 58.68

Late After: 2/2/2016

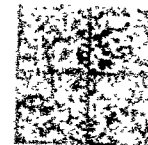
#2022

Barron  
Naomi  
701 Longspur Blvd #2022  
Austin, TX 78753



Please make remittance to:

Longspur Crossing  
701 Longspur Blvd.  
Austin, TX 78753  
(512) 339-0071



U.S. POSTAGE >> PITNEY BOWES  
\$ 000.35<sup>0</sup>  
02 4W  
0000334334 JAN 14 2016

### WATER BILLING STATEMENT

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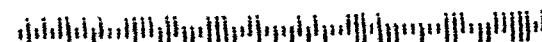
Billing Details	Total
Pest Control	3.00
Trash	5.00
Water/Sewer Billing 9/21 - 10/19	65.00

Amount Due Upon Receipt: \$ 73.00

Late After: 12/6/2015

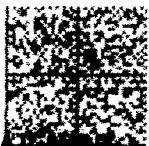
#2022

Barron  
Naomi  
701 Longspur Blvd #2022  
Austin, TX 78753



Please make remittance to:

Longspur Crossing  
701 Longspur Blvd.  
Austin, TX 78753  
(512) 339-0071



U.S. POSTAGE >> PITNEY BOWES

ZIP 75205 \$ 000.35<sup>0</sup>  
02 4W  
0000334334 FEB 16 2016

### WATER BILLING STATEMENT

Any questions or disputes should be directed to the manager at the location and phone number shown above. This bill is NOT from Local Utility provider. Bills sent by Westdale Asset Management.

Billing Details	Total
Drainage Utility Billing 12/23 - 1/2	6.96
Pest Control	3.00
Trash	5.00
Water/Sewer Billing 12/23 - 1/20	61.90

Amount Due Upon Receipt: \$ 76.86

Late After: 3/6/2016

#2022

Barron  
Naomi  
701 Longspur Blvd #2022  
Austin, TX 78753



Please make remittance to:

Longspur Crossing  
701 Longspur Blvd.  
Austin, TX 78753  
(512) 339-0071



U.S. POSTAGE >> PITNEY BOWES

ZIP 75205 \$ 000.35<sup>0</sup>  
02 4W  
0000334334 DEC 29 2015

### WATER BILLING STATEMENT

Any questions or disputes should be directed to the manager at the location and phone number shown above. This bill is NOT from Local Utility provider. Bills sent by Westdale Asset Management.

Billing Details	Total
Pest Control	3.00
Trash	5.00
Water/Sewer Billing 10/19 - 11/21	60.58

Amount Due Upon Receipt: \$ 68.58

Late After: 1/17/2016

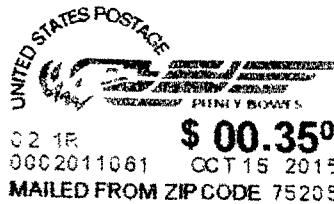
#2022

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**WATER BILLING STATEMENT**

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<u>Billing Details</u>	<u>Total</u>
Pest Control	3.00
Trash	5.00
Water/Sewer Billing 8/19 - 9/21	60.47

**Amount Due Upon Receipt: \$ 68.47**

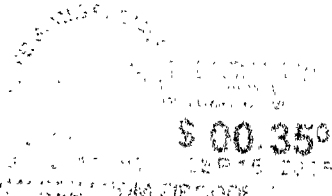
Late After: 11/3/2015  
#2022

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**WATER BILLING STATEMENT**

*Any questions or disputes should be directed to the manager at the location and phone number shown above. This bill is NOT from Local Utility provider. Bills sent by Westdale Asset Management.*

<u>Billing Details</u>	<u>Total</u>
Pest Control	3.00
Trash	5.00
Water/Sewer Billing 7/21 - 8/19	<u>55.33</u>
<b>Amount Due Upon Receipt:</b>	<b>\$ 63.33</b>

Late After:      10/4/2015  
#2022

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Naomi  
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Austin, TX 78753

