

ARMBRUST & BROWN, PLLC

ATTORNEYS AND COUNSELORS

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AUSTIN, TEXAS 78701-2744
512-435-2300

FACSIMILE 512-435-2360

DENISE L. MOTAL
(512) 435-2345
dmotal@abaustin.com

MEMORANDUM

TO: Board of Directors -
Block House Municipal Utility District

FROM: Denise L. Motal
Legal Assistant

DATE: September 20, 2023

RE: Block House Municipal Utility District -
September 27, 2023 Regular Meeting

Enclosed please find the agenda and support materials for the regular meeting of the Board of Directors of Block House Municipal Utility District scheduled for Wednesday, September 27, 2023, at 6:30 p.m., at 2600 Block House Drive South, Leander, Texas.

Please let me know if you cannot attend the meeting so that I can confirm that a quorum will be present.

Please do not hesitate to contact me if you have any questions.

Lisa Torres (Crossroads Utility Services, LLC)
Andrew Hunt (Crossroads Utility Services, LLC)*
Taylor Kolmodin (Municipal Accounts & Consulting, L.P.)
Mark Burton (Municipal Accounts & Consulting, L.P.)*
David Gray (Gray Engineering, Inc.)*
Cheryl Allen (Public Finance Group LLC)*
Carol Polumbo (McCall, Parkhurst & Horton L.L.P.)*
Tripp Hamby (Priority Landscapes, LLC)*
Antonio Lovato (Williamson County Sheriff's Dept.)*
Jay Howard (Texas Disposal Systems, Inc.)*

Ja-Mar Prince (Texas Disposal Systems, Inc.)*
Cynthia Magallanez (Texas Disposal Systems, Inc.)*
Chris Swedlund (McCall Gibson Swedlund Barfoot PLLC)*
Brian Toldan (McCall Gibson Swedlund Barfoot PLLC)*
Jan Gibson (McCall Gibson Swedlund Barfoot PLLC)*
Ashlee Martin (McCall Gibson Swedlund Barfoot PLLC)*
Tom Davis (Lifeguard 4 Hire, L.L.C.)*
Sandy Martin (BHC Owners Association)*
Amanda Stanfield (Tidal Waves Swim Team)*

*AGENDA ONLY (via email)

BLOCK HOUSE MUNICIPAL UTILITY DISTRICT

September 27, 2023

TO: THE BOARD OF DIRECTORS OF BLOCK HOUSE MUNICIPAL UTILITY DISTRICT AND ALL OTHER INTERESTED PERSONS:

Notice is hereby given that the Board of Directors of Block House Municipal Utility District will hold a regular meeting at **6:30 p.m.** on **Wednesday, September 27, 2023**, at 2600 Block House Drive South, Leander, Texas. The following matters may be considered and acted upon at the meeting:

PLEASE NOTE: Public comments will be accepted only during designated portions of the Board meeting. Citizens wishing to address the Board must complete the citizens’ communication form provided at the entrance to the meeting room, so they may be recognized to speak.

The meeting will be preceded by the U.S. Pledge of Allegiance and a moment of silence or prayer.

Board member announcements and agenda prioritization requests may be considered at the beginning of the meeting. The meeting will be recorded via video. The link to the video can be found at <https://www.youtube.com/@blockhousemud>. The live stream link is https://youtube.com/live/BHX3z_aIDwQ?feature=share.

Note: Matters on which Board action is anticipated are noted as “Decision”. Matters on which Board action is not anticipated are noted as “Informational”. Such notations are intended as a guide to facilitate the conduct of the meeting based on information available at the time that this agenda was finalized and are not binding. The Board reserves the right to take action on any of the following matters.

<u>AGENDA</u>	<u>ANTICIPATED ACTION</u>
GENERAL	
1. Citizens’ communications;	Informational
CONSENT ITEMS <i>(These items may be approved collectively or individually. Any of these items may be pulled for discussion upon the request of any Board member.)</i>	
2. Minutes of August 15, 2023 special meeting and August 23, 2023 regular meeting;	Decision
BHC OWNERS ASSOCIATION	
3. Report from BHC Owners Association;	Informational
GENERAL MANAGER REPORT / ITEMS	
4. Report from and directives to General Manager, including:	Informational
(a) Requests for use of facilities;	Informational

5.	Movie night hosted by the District on October 14 to coincide with the opening day of the Pumpkin Patch hosted by the BHC Owners Association;	Decision
6.	Proposal from DigDug Construction, LLC for widening of ADA ramp at Sports Courts (tennis court entry) – Estimate 266SH;	Decision
7.	Proposal from DigDug Construction, LLC for removal of existing wooden frame pergola at Apache Pool – Estimate 267SH;	Decision
8.	Proposal from DigDug Construction, LLC for repairs to deck at Apache Pool;	Decision
9.	Proposal from SunTech Electric for electrical work on monument lights at old 183 Entryway;	Decision
10.	Proposal(s) for fence replacement and repairs on Creek Run Drive;	Decision
11.	Proposal for transporting and cutting tree wood for future table top project;	Decision
PR/COMMUNICATIONS		
12.	Report from Williamson County Sheriff's Office;	Informational
13.	Report from PR/Communications Subcommittee, including:	Informational
	(a) Special events;	Informational
	(b) Newsletter;	Decision
	(c) Proposal from CD&P approved on March 22, 2023;	Decision
14.	Transparency;	Decision
15.	Resident survey;	Decision
RESTRICTIVE COVENANTS		
16.	Report from and directives to Community Association Management, Inc.;	Informational
17.	Pending or contemplated litigation, including:	Informational
	(a) 15361 English River Loop;	Informational
18.	Report from Restrictive Covenants Subcommittee;	Informational
FINANCE/AUDIT		
19.	Report from and directives to Municipal Accounts & Consulting, L.P., including:	Informational
	(a) Payment of bills and invoices;	Decision
	(b) Fund transfers;	Decision
	(c) Investments;	Decision
20.	Report from Finance/Audit Subcommittee;	Informational
AMENITIES		
21.	Report from and directives to Premier Recreation Management Services LLC;	Informational

22.	Report from and directives to Priority Landscapes, LLC, including:	Informational
	(a) Proposal for boulders for Disc Golf Course (material only) – Proposal #2863;	Decision
	(b) Proposal for purchase of infield grooming machine – Proposal #2867;	Decision
	(c) Proposal for Jumano trail cleanup – Proposal #2938;	Decision
	(d) Proposal for Walker House back porch plants (material only) – Proposal #2964;	Decision
	(e) Proposal for Certified Arbor three days of pruning – Proposal #2965;	Decision
	(f) Proposal for purchase of new trees (material only) – Proposal #2969;	Decision
	(g) Proposal for tree and brush cleanup services – Proposal #2971;	Decision
	(h) Proposal for irrigation controller replacements – Proposal #2972;	Decision
	(i) Proposal for prepping area for synthetic turf at Tumlinson Pool – Proposal #2982;	Decision
	(j) Proposal for installation of synthetic turf at Tumlinson Pool – Proposal #2983;	Decision
	(k) Proposal for water barrel install and filling for October – Proposal #2984;	Decision
23.	Report from Amenities Subcommittee and related action;	Informational
SERVICES		
24.	Report from and directives to Gray Engineering, Inc.;	Informational
25.	Report from and directives to Crossroads Utility Services, LLC, including:	Informational
	(a) System maintenance and repairs;	Informational
	(b) Write-offs;	Decision
26.	Report from Texas Disposal Systems, Inc.;	Informational
27.	Storm Water Management Program (SWMP) under TPDES General Permit TXR040000;	Informational
28.	Report from Services Subcommittee and related action;	Informational
LEGAL		
29.	Report from and directives to Armbrust & Brown, PLLC;	Informational
30.	2023 Legislative Session update;	Informational
31.	Operations Services Agreement with Crossroads Utility Services, L.L.C. (expires September 30, 2023);	Decision
32.	Restrictive Covenant Enforcement Services Agreement with Community Association Management (expires September 30, 2023);	Decision
33.	Pool Services Agreement with Premier Recreation Management Services, LLC (expires September 30, 2023);	Decision

34.	Code of Ethics, Travel, and Professional Services Policy;	Decision
OTHER DISCUSSION / ACTION ITEMS		
35.	Policy/procedure regarding interaction between Directors and District contractors;	Informational
36.	Policy/procedure regarding Subcommittees, Subcommittee meetings, and related matters;	Informational
37.	Miscellaneous and Board/Subcommittee directives;	Informational
38.	Future Board meetings/agenda items.	Informational

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

(SEAL)



Attorney for the District

Block House Municipal Utility District is committed to compliance with the Americans with Disabilities Act. Reasonable modifications and equal access to communications will be provided upon request. Please call Armbrust & Brown, PLLC at (512) 435-2300 for additional information. Hearing impaired or speech disabled persons equipped with telecommunications devices for the deaf may utilize the statewide Relay Texas program at (800) 735-2988.

**BLOCK HOUSE MUNICIPAL UTILITY DISTRICT
MINUTES OF BOARD OF DIRECTORS' MEETING**

August 15, 2023

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

A special meeting of the Board of Directors of Block House Municipal Utility District was held on August 15, 2023, at 2600 Block House Drive South, Leander, 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”**.

The roll of the members of the Board of Directors was called, as follows:

Ursula Logan	-	President
David Shoemaker	-	Vice President
Robert Young	-	Secretary
Cecilia Roberts	-	Assistant Secretary
David Johnson	-	Treasurer

All of the Directors were present, thus constituting a quorum. Also present at the meeting were: Lisa Torres of Crossroads Utility Services, LLC (“Crossroads”); Lauren Smith of Public Finance Group; Chris Stanfield, resident of the District; and Sean Abbott of Armbrust & Brown, PLLC (“A&B”).

Director Logan called the meeting to order at 6:30 p.m. and welcomed those present. She announced that public comments were taken during designated portions of the meeting only and asked that anyone who wished to address the Board complete a Community Comment form.

Director Logan then stated that the Board would receive citizens’ communications. There being none, Director Logan stated that the Board would next discuss the 2023/2024 budget and 2023 tax rate, including: (i) work session on 2023/2024 budget; (ii) establish and take record vote on proposed 2023 tax rate; (iii) schedule a public hearing at which adoption of the 2023 tax rate will be considered; and (iv) authorize publication of Water District Notice of Public Hearing on Tax Rate. Director Logan then reviewed the proposed budget for the 2023/2024 fiscal year, attached as **Exhibit “B”**. The Board discussed various expense line items and the impact that the limitation on the maintenance and operations tax rate component of the total tax rate would have on the budget. No action was taken on the draft budget.

Director Logan then recognized Ms. Smith, who reviewed the 2023 tax rate analysis attached as **Exhibit “C”**, including the certified assessed valuation for the District. She then reviewed the proposed tax rate provided in the analysis, including the components of the District’s proposed tax rate: \$0.2881 for operations and maintenance, \$0.1194 for fire tax, and \$0.2035 for the debt service tax rate—a combined tax rate of \$0.6110 per \$100 of assessed valuation. Discussion ensued. Ms. Smith then confirmed that the Board was not levying its tax at the current meeting, but simply needed to establish a proposed tax rate and set a date in September for the public hearing on the tax rate. Ms. Smith recommended that the Board adopt a proposed tax rate of \$0.6110 per \$100 assessed valuation, which she noted was just below the District’s “rollback rate”. Directors Johnson and Shoemaker noted that they would not likely support a tax levy close

to the rollback rate and, as such, were opposed to the consideration of a \$0.6110 per \$100 of assessed valuation as the proposed tax rate.

Mr. Abbott then stated that, at this meeting, the Board would need to establish a proposed tax rate and that, following the public hearing on the tax rate, it could adopt a lower tax rate, but not a higher tax rate. He added that the Board also needed to schedule the public hearing at which the adoption of the tax rate would be considered and authorize publication of a Water District Notice of Public Hearing on Tax Rate. After discussion, upon motion by Director Roberts and second by Director Young, the Board voted 3-2 to adopt a proposed tax rate of \$0.6110 per \$100 of assessed valuation; to schedule a public hearing on the tax rate for September 6, 2023 at 6:30 p.m. at 2600 Block House Drive South, Leander, Texas, 78641, as outlined in the Water District Notice of Public Hearing on Tax Rate attached as **Exhibit “D”**; and to authorize Mr. Abbott to give notice of the public hearing, with Directors Logan, Roberts, and Young voting “yes” and Directors Johnson and Shoemaker voting “no.”

Director Logan stated that the Board would next discuss the Board’s future meeting schedule and agenda items. Mr. Abbott confirmed that the next meeting of the Board of Directors would occur on August 23, 2023.

There being no further items to come before the Board, upon motion by Director Roberts and second by Director Johnson, the Board voted unanimously to adjourn the meeting.

* * *

[SIGNATURE PAGE TO AUGUST 15, 2023 MINUTES]

(SEAL)

Robert Young, Secretary
Board of Directors

Date: _____

**BLOCK HOUSE MUNICIPAL UTILITY DISTRICT
MINUTES OF BOARD OF DIRECTORS' MEETING**

August 23, 2023

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

A meeting of the Board of Directors of Block House Municipal Utility District was held on August 23, 2023 at 2600 Block House Drive South, Leander, 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"**.

The roll of the members of the Board of Directors was called, as follows:

Ursula Logan	-	President
David Shoemaker	-	Vice President
Robert Young	-	Secretary
Cecilia Roberts	-	Assistant Secretary
David Johnson	-	Treasurer

All of the Directors were present, thus constituting a quorum. Also present at the meeting were: Taylor Kolmodin of Municipal Accounts & Consulting, L.P. ("MAC"); Ben Ingallina and Lisa Torres of Crossroads Utility Services, LLC ("Crossroads"); Lauren Smith of Public Finance Group LLC; David Gray of Gray Engineering, Inc.; Sandy Martin of the BHC Owners Association ("OA"); Tripp Hamby of Priority Landscapes ("Priority"); Lee Evans of Certified Arbor Care; Chris Stanfield, resident of the District; Mike McKelvey of Trinity AV Solutions, LLC; Marc Marroquin of Premier Recreation Management Services, LLC; and Sean Abbott of Armbrust & Brown, PLLC ("A&B").

Director Logan called the meeting to order at 6:30 p.m. and welcomed those present. She announced that public comments were taken during designated portions of the meeting only and asked that anyone who wished to address the Board complete a Community Comment Form. Following the Pledge of Allegiance to the U.S. flag, the Board and those present at the meeting observed a moment of silence or prayer. Director Logan noted that the meeting was being videotaped and requested that Board members and consultants limit "side discussions" as they diminished the quality of the recording.

Director Logan then stated that the Board would receive citizens' communications. There being none, Director Logan stated that the Board would next consider approving the minutes of the July 26, 2023 regular meeting and the August 11, 2023 special meeting. After discussion, upon motion by Director Shoemaker and second by Director Young, the Board voted unanimously to approve the minutes.

Director Logan then stated that the Board would receive a report from the BHC Owners Association and recognized Ms. Martin, who stated that the Back-to-School bash was successful, but also very hot. She noted several other events that the OA were planning through the end of the calendar year.

Director Logan stated that the Board would next receive the general manager's report and recognized Ms. Torres, who reviewed the general manager's report, attached as **Exhibit "B"**. She stated that she was working with baseball teams to reserve Chance Field for practices.

Director Logan stated that the Board would next receive a report from the Williamson County Sheriff's Office ("WCSO") and recognized Ms. Torres. In the absence of a WCSO representative, Ms. Torres noted that WCSO deputies had been working on parking issues in the District. She then noted that patrols on Scottsdale Drive had increased.

Director Logan then stated that the Board would receive a report from the PR/Communications Subcommittee and discuss the District's newsletter. Ms. Torres noted that CD&P continued to work on considerations relating to the District survey. She noted that the August newsletter had been distributed and that she planned to begin work on a September newsletter soon. Director Young noted that he would like for a "state of the District" letter to be sent to all residents.

Director Logan stated that the Board would next receive a report from and directives to Community Association Management, Inc. ("CAM"). Ms. Torres reviewed the report from CAM with the Board.

Director Logan stated that the Board would next receive a report from and directives to Municipal Accounts & Consulting, L.P. and recognized Ms. Kolmodin. Ms. Kolmodin presented the check register, attached as **Exhibit "C"**, and the supplemental check register, attached as **Exhibit "D"**. She then reviewed the two proposed fund transfers and recommended approval. After discussion, upon motion by Director Johnson and second by Director Shoemaker, the Board voted unanimously to approve payment of the bills and invoices and the fund transfers.

Director Logan then recognized Mr. Marroquin for purposes of receiving a report from Premier Recreation Management Services, LLC. Mr. Marroquin stated that the summer season had gone quite well. He noted that they had had a few incidents with disruptive behavior and that, in such instances, they simply call WCSO, as needed. He noted that Progressive was doing a great job with chemical considerations at the pools. He also stated that he was working with the swim teams to coordinate schedules, as necessary.

Director Logan stated that the Board would next discuss landscaping issues and recognized Mr. Hamby who reviewed the report from Priority, attached as **Exhibit "E"**, and confirmed that Priority Landscapes continued to undertake its typical maintenance around the District. He and Mr. Evans then discussed and reviewed the "barrel watering" program that they had undertaken in the District. Director Young noted that there were several mature oak trees in Jumano Park that he felt needed additional attention.

Mr. Hamby then presented Proposal #2831 for water barrel install and filling, attached as **Exhibit "F"**. After discussion, upon motion by Director Roberts and second by Director Johnson, the Board voted unanimously to approve Proposal #2831. Mr. Hamby then reviewed Proposal #2832 for an additional irrigation zone at the main entry, attached as **Exhibit "G"**. After discussion, upon motion by Director Shoemaker and second by Director Logan, the Board voted unanimously to approve Proposal #2832.

Director Logan then recognized Mr. Gray in order to receive the engineer's report. Mr. Gray reviewed his report, attached as **Exhibit "H"**, with the Board. He stated that he had inquired with the City of Cedar Park about a project that was proposed for Block House Creek,

outside the boundaries of the District. He confirmed that he would report back to the Board once he had additional information.

Director Logan then stated that the Board would receive a report from Crossroads and recognized Mr. Ingallina. Mr. Ingallina reviewed the operations report, attached as **Exhibit “I”**. He stated that all lab results were satisfactory and that he had no write-offs to present. He noted that his firm had taken several water samples in the District in compliance with “lead and copper rule” considerations. He then noted that the District’s recently adopted increase to its wastewater volumetric rate would be reflected in service provided in the month of August.

Director Logan stated that the Board would next consider texting and the Texas Public Information Act (“**TPIA**”) and recognized Director Young, who **requested that Ms. Torres confirm the budgetary considerations relating to an extra “text line” to utilize in connection with TPIA considerations.**

Director Logan stated that the Board would next consider approving the Temporary Right of Entry and License Agreement with 121 Acquisition Company, LLC, attached as **Exhibit “J”**. Mr. Abbott reviewed the Temporary Right of Entry and License Agreement with the Board. After discussion, upon motion by Director Roberts and second by Director Shoemaker, the Board voted unanimously to approve the Temporary Right of Entry and License Agreement with 121 Acquisition Company, LLC.

Director Logan then stated that the Board would consider approving the Standard Agreement with Local Governmental Entity Regarding Off-Duty Contracting of County Sheriff Deputies with Williamson County, attached as **Exhibit “K”**. After discussion, upon motion by Director Roberts and second by Director Johnson, the Board voted unanimously to approve the Standard Agreement with Local Governmental Entity Regarding Off-Duty Contracting of County Sheriff Deputies.

Director Logan stated that the Board would next consider approving the Fire Protection Agreement with the City of Cedar Park, attached as **Exhibit “L”**. After discussion, upon motion by Director Roberts and second by Director Shoemaker, the Board voted unanimously to approve the Agreement and **directed Mr. Abbott to follow up with the City to confirm the District’s approval of the Agreement.**

Director Logan stated that the Board would next discuss the policy/procedure regarding interaction between Directors and District consultants, including the draft Policy Regarding Interaction Between Board Members (Elected Officials) and District Staff, attached as **Exhibit “M”**, and policy/procedure regarding Subcommittees and Subcommittee meetings, including the draft Subcommittee Policies, attached as **Exhibit “N”**. Director Logan reviewed the proposed policies. Discussion ensued. **Director Logan then requested that each Board member review the proposed policies and provide comments to Mr. Abbott, as desired.**

Director Logan then stated that the Board would discuss Subcommittee assignments. She noted that PR/Communications Subcommittee had oversight of “Security—WCSO”, noting that security cameras were also implicated in the oversight of the Amenities Subcommittee. She then suggested that the overlap of security issues between the two subcommittees could lead to confusion and suggested that “Security—WCSO” be moved to the Amenities Subcommittee. After discussion, upon motion by Director Young and second by Director Shoemaker, the Board voted unanimously to move oversight of “Security—WCSO” to the Amenities Subcommittee. The Board then suggested considering “shuffling” the staffing of subcommittees in November of 2023.

Director Logan stated that the Board would next discuss Trinity AV Solutions (“*Trinity AV*”) and conduct a review of Trinity AV. Mr. McKelvey provided a history of the services that Trinity AV had provided to the District, including a review of the various hardware being utilized throughout the District for security purposes. He noted that all of the equipment that had been installed at District facilities had been approved by the Boards of Directors that were in place at the time of installation. He also stated that he thought it was a productive and positive exercise to conduct the review. Mr. McKelvey said that he would be happy to receive feedback from Board members on Trinity AV’s work performance.

Director Logan then stated that the Board would consider the Block House Municipal Utility District Code of Ethics, Travel, and Professional Services Policy, attached as **Exhibit “O”**. Mr. Abbott noted that Section 4.01 had been updated to reflect the amended fees of office. After discussion, upon motion by Director Shoemaker and second by Director Johnson, the Board voted unanimously to approve the revised Code of Ethics, Travel, and Professional Services Policy.

Director Logan stated that the Board would next discuss the Board’s future meetings/agenda items. Mr. Abbott stated that the Board’s next regular meeting date was scheduled for September 27, 2023.

Director Logan then stated that the Board would discuss issues relating to the enforcement of restrictive covenants. At 8:28 p.m., Director Logan stated that the Board would convene in executive session in order to receive legal advice from the District’s attorney in connection with the enforcement of restrictive covenants, as permitted by Section 551.071 of the Texas Government Code.

At 8:43 p.m., the Board reconvened in open session, and Director Logan stated that no action had been taken during executive session relating to the enforcement of restrictive covenants.

There being no further items to come before the Board, upon motion by Director Shoemaker and second by Director Young, the Board voted unanimously to adjourn the meeting.

* * *

[SIGNATURE PAGE TO AUGUST 23, 2023 MINUTES]

(SEAL)

Robert Young, Secretary
Board of Directors

Date: _____



CONSTRUCTION PROPOSAL

DigDug Construction, LLC
 P.O. Box 92583
 Austin, TX 78709
 P: 512.382.0008

SUBMITTED TO: Block House Municipal District
 PHONE: 512.246.5902

ESTIMATE: 266SH
 DATE : 9.19.23

ATTENTION: Lisa Torres
 PROJECT NAME: Tennis Courts - Ramp
 JOB ADDRESS: Block House Dr
 CITY,STATE,ZIP: Leander, TX 78641

CUSTOMER: Block House Municipal District
 ADDRESS: 2600 S Block House Drive
 CITY,STATE,ZIP: Leander, Texas 78641
 EMAIL: gm@blockhousemutdx.gov

All items bid include labor, equipment, and materials in the scope of work, unless otherwise noted.				
Description	Quantity	UOM	Unit Price	Price
Concrete Ramp: Install a concrete ramp per ADA specs. #3 rebar at 18" OCEW. Pour 3000PSI concrete. Haul off any spoils.	1	LS	\$ 2,750.00	\$ 2,750.00
Exclusions: Permits, testing, resurfacing sport court, revegetation				
PLUS APPLICABLE SALES TAX				Total: \$ 2,750.00

TERMS AND CONDITIONS:

Any deviation or alteration from the above specifications involving extra cost of material or labor will be executed only upon written orders and will become an extra charge over the sum mentioned in this contract. All agreements must be made in writing. All permits and fees are excluded unless otherwise noted. Contractor is not responsible for utility lines less than 12" deep or guarantee positive Drainage in Area's with less than 2% grade. The Contractor is to carry Workers' Compensation, General Liability and Property Damage Insurance upon the labor furnished in this Contract. An additional charge will be added to this estimate for waiver of subrogation and additional insured. Your signed acceptance constitutes a contract between you and DigDug Construction, LLC. All sums payable under this contract shall be paid to DigDug Construction, LLC. Applicant agrees to pay reasonable attorney fees, all court costs and any other expenses incurred by DigDug Construction, LLC in the collection of any sums due under this contract. DigDug Construction, LLC agrees to submit an invoice, showing the portion of the Project Price due against the Project, upon completion of each milestone. Unless otherwise noted all Invoices are payable within (30) days of receipt. Due to fluctuating Concrete prices, prices quoted above shall remain in effect for no more than thirty days from Proposal date. This proposal must be endorsed and returned by an authorized company official, owner or owner's agent seeking the above scope of work within the aforementioned thirty day period in order to hold these unit prices firm for no longer than one year from Proposal date.

Scott Hawkins - Estimator 512.635.2168
 Shawkins@digdugconstruction.com

Print Name: _____

Date: _____

Signature: _____

Title: _____

- Our Services Include:**
 Concrete Repairs • Hardscaping • Dirt Work • ADA Compliance • Lot Clearing • Drainage
 Grading • Rock Walls • Pond Maintenance • Pond Construction • Concrete Slabs • Foundations



CONSTRUCTION PROPOSAL

DigDug Construction, LLC
 P.O. Box 92583
 Austin, TX 78709
 P: 512.382.0008

SUBMITTED TO: Block House Municipal District
 PHONE: 512.246.5902

ESTIMATE: 267SH
 DATE : 9.19.23

ATTENTION: Lisa Torres
 PROJECT NAME: Apache Pool - Pergola
 JOB ADDRESS: Block House Dr
 CITY,STATE,ZIP: Leander, TX 78641

CUSTOMER: Block House Municipal District
 ADDRESS: 2600 S Block House Drive
 CITY,STATE,ZIP: Leander, Texas 78641
 EMAIL: gm@blockhousemutdx.gov

All items bid include labor, equipment, and materials in the scope of work, unless otherwise noted.

Description	Quantity	UOM	Unit Price	Price
Demo: Demo the existing wooden frame pergola and haul off spoils. Cut anchor bolts flush with concrete.	1	LS	\$ 4,250.00	\$ 4,250.00
Exclusions: Permits, testing				
PLUS APPLICABLE SALES TAX			Total: \$	4,250.00

TERMS AND CONDITIONS:

Any deviation or alteration from the above specifications involving extra cost of material or labor will be executed only upon written orders and will become an extra charge over the sum mentioned in this contract. All agreements must be made in writing. All permits and fees are excluded unless otherwise noted. Contractor is not responsible for utility lines less than 12" deep or guarantee positive Drainage in Area's with less than 2% grade. The Contractor is to carry Workers' Compensation, General Liability and Property Damage Insurance upon the labor furnished in this Contract. An additional charge will be added to this estimate for waiver of subrogation and additional insured. Your signed acceptance constitutes a contract between you and DigDug Construction, LLC. All sums payable under this contract shall be paid to DigDug Construction, LLC. Applicant agrees to pay reasonable attorney fees, all court costs and any other expenses incurred by DigDug Construction, LLC in the collection of any sums due under this contract. DigDug Construction, LLC agrees to submit an invoice, showing the portion of the Project Price due against the Project, upon completion of each milestone. Unless otherwise noted all Invoices are payable within (30) days of receipt. Due to fluctuating Concrete prices, prices quoted above shall remain in effect for no more than thirty days from Proposal date. This proposal must be endorsed and returned by an authorized company official, owner or owner's agent seeking the above scope of work within the aforementioned thirty day period in order to hold these unit prices firm for no longer than one year from Proposal date.

Scott Hawkins - Estimator 512.635.2168
 Shawkins@digdugconstruction.com

Print Name: _____

Date: _____

Signature: _____

Title: _____

- Our Services Include:**
- Concrete Repairs • Hardscaping • Dirt Work • ADA Compliance • Lot Clearing • Drainage
 - Grading • Rock Walls • Pond Maintenance • Pond Construction • Concrete Slabs • Foundations



1731 C.R. 269 Leander, TX 78641
(512) 259-0693 (512) 259-0708 Fax
September 19, 2023

Block House MUD C/O Amy Earls & Lisa Torres
2600 S. Block House Dr.
Leander, Tx 78641
512-259-6512
AEarls@crossroadsus.com
[L.Torres@crossroadsus.com](mailto:LTorres@crossroadsus.com)

RE: Replace Back Fence Line @ 1323 Mojave Bend. Leander, Tx 78641

Install 6' Tall Wood Privacy Fence \$199,420.00
Install 5,760' of 6ft Privacy fence. Traditional w/ 2x6 top ledge and 1x2 trim *Teardown and haul old fence within new fence line
2x6 western red cedar top ledge & 1x4 western red cedar top face trim
Western Red Cedar #2 Grade or better Pickets - 1 x6 x 6' (True 5/8" thick) Pressure Treated Rails (3-Rails) 2x4x8' // Galvanized Ring-shank nails
2.5"x10' ss20weight galvanized posts w/ Simpson bracket adapters // wet-set concrete mixed on-site
*Will jack hammer out holes if hit solid rock, set posts min 18" to 24" depth

Grand Total \$199,420.00
TAX EXEMPT

****Does not include staining new Fence, Clearing of debris (ie: Mulch-Landscaping- tree branches-customers belongings-etc..) done by others.**

Prices Good for 14 Days!

Please let me know if you have any questions or would like to get on the schedule.
We have a 1-year warranty on all Labor and Materials

John LoCascio
Empire Fence Company Inc.
1731 CR 269Leander, TX 78641
(512) 259-0693
(312) 505-2434 cell
jlocascio@empirefencetx.com
www.empirefencetx.com

Date

Client Signature

John LoCascio

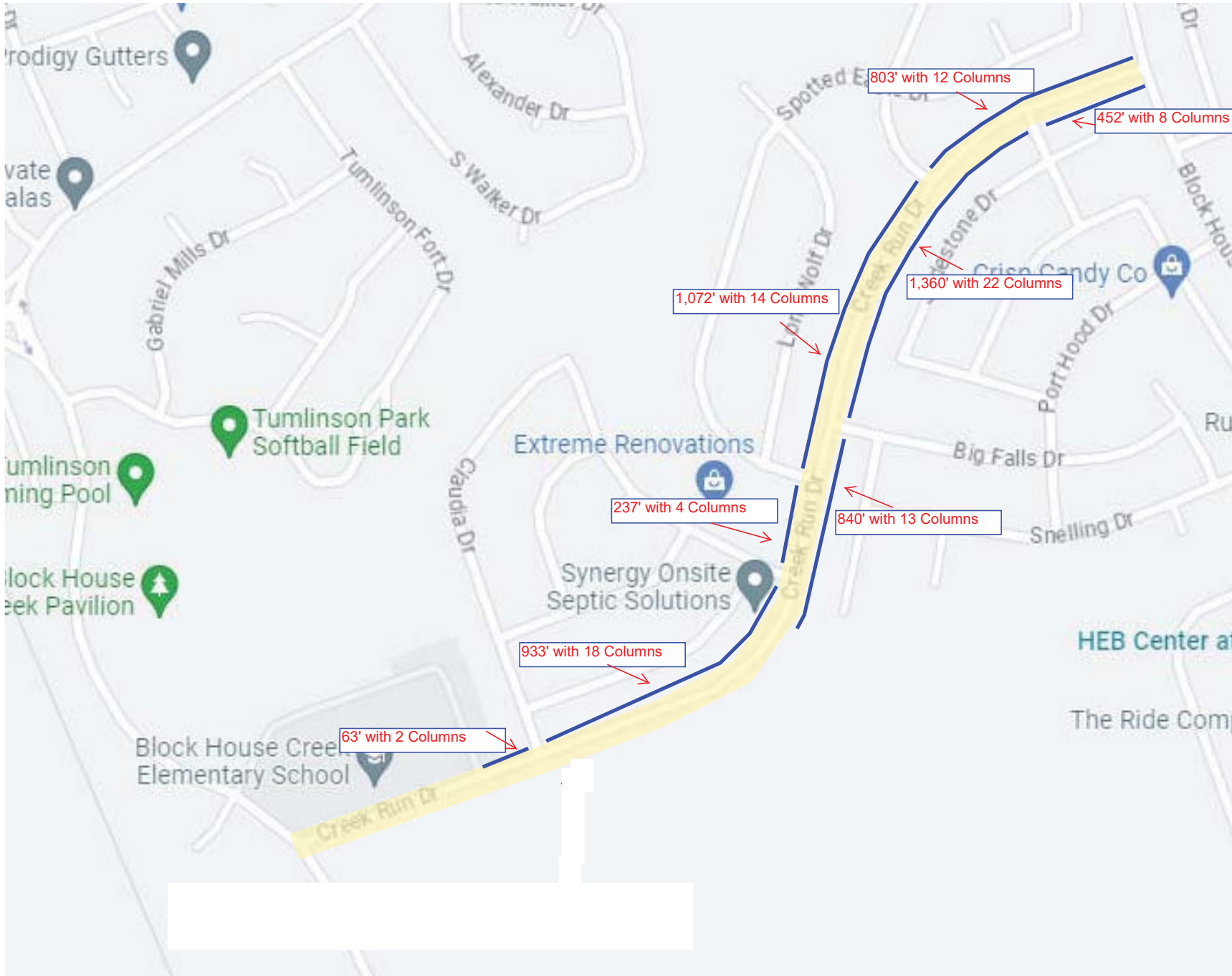
Empire Rep

Homeowner's Inside view.





Street View



ESTIMATE

Sagamore Fence & Deck, LLC
 P.O. Box 2985
 Georgetown, TX 78627
 (512) 337-3714



Lisa Torres
Job #1897 - Lisa Torres
Blockhouse & Creekrun
TX

Estimate #	6989
Date	9/20/2023

Item	Description	Qty	Amount
200' of Vertical Privacy Fence			\$6,600.00
WF6ST	6' Residential STANDARD Post Type: 2 3/8 Steel Post Rail Type: 2 Rail - 2x4 Picket Type: 5/8" x 5" x 6' Cedar	200.00	\$6,600.00
Cap & Trim			\$1,900.00
CPTR	Cap: 2x6 Cedar Trim: 1x Cedar	200.00	\$1,900.00
Removal			\$600.00
FTOHO	FENCE Removal and Disposal Tear Out / Haul Off	200.00	\$600.00
Fence Warranty	Outside of willful or malicious damage, Acts of God, or other loss beyond our control. All materials and workmanship incorporated in your project will be warranted against any and all defects due to faulty materials or workmanship for a period of twelve (12) months from the date of installation. Wood Frame Gates over 45" are not warranted.	1.00	\$0.00

The above prices, specifications, and conditions are hereby accepted. I authorize Sagamore Fence and Deck to perform the work specified. Payment will be made as outlined above. No oral agreement exists outside of this contract. All changes must be made in writing and signed by both parties.

Sub Total	\$9,100.00
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When Paying by Cash or Check

Total	\$9,100.00
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When Paying by Credit/Debit Card

Convenience Fee	\$264.19
Balance Due*	\$9,364.19

*Credit/Debit card payments include a convenience fee of 2.9%+29¢ per transaction.

SPECIAL INSTRUCTIONS

150\$ Per each post replacment

Sagamore Fence & Deck

"A people company with a passion for building fences, decks, and communities."

Block House Creek M.U.D.

Daily Patrol Report

Name: Deputy Case Winkler #15527	Date:08/01/2023	
Time Start: 1900	Time Ended: 2300	Total Time: 0400
Beginning Mileage: 45556	Ending Mileage: 45586	Total Mileage: 30

Location	Violation	Violation	Violation
		/	

Comments:

1900hrs Begin Tour of Duty

1905hrs assisted patrol on a 911 hang-up call. Made contact with homeowner. Who advised No emergency. (Event#2023272775)

1932hrs Security Check Tumlinson Park. There were vehicles parked in the parking lot. There were people playing on the Tennis court. There were people at the pool. There were some people walking around on the trails. No issues observed.

1936hrs Security Check Bike Trail Park. One vehicle parked in the parking lot. Kids were riding around on the track. No issues observed.

1940hrs Security Check Tonkawa Park. There were no vehicles parked in the parking lot. There were no people walking around on the track. No issues observed.

1945hrs Security Check Apache Park. Vehicles were parked in the parking lot. Kids playing on the playground. There were People at the pool area. No issues observed.

1950hrs Security Check Jumano Park. There were vehicles parked in the park parking areas. The gate to the garden and community center were locked and secured. People playing on disc golf course. No issues observed.

2045hrs Security Check Bike Trail Park. No vehicles parked in the parking lot. No one riding on the track. The gate was closed and locked upon my exit. No issues observed.

2049hrs Security Check Tumlinson Park. No vehicles parked in the parking lot. No one playing on the playground or on the baseball field. No one observed walking around on the trails. The gate was closed and locked upon my exit. No issues observed.

2057hrs Security Check Tonkawa Park. No vehicles parked in the parking lot. No one was playing on the playground, soccer field, or walking around on the track. The gate was closed and locked upon my exit. No issues observed.

2110hrs Security Check Jumano Park. No vehicles parked in the parking area in front of the gate. One vehicle parked in the park area. Observed people sitting in woods eating pizza advised them park was closed. They left the park voluntary compliance. The gate to the park was locked and secured. No issues observed.

2300hrs End Tour of Duty

Case Winkler #15527

**Block House Creek M.U.D.
DAILY PATROL REPORT**

NAME: Deputy Billy Ray Boggs #4308		DATE: 08-02-2023
TIME START: 16:00PM	TIME ENDED: 21:00PM	TOTAL TIME: 5 HRS
BEGINNING MILEAGE: 30517	ENDING MILEAGE: 30539	TOTAL MILEAGE: 22

Location	Violation	Violation	Violation

COMMENTS:

16:00PM: BEGIN TOUR OF DUTY @ BLOCKHOUSE MUD
 16:02PM: CHECKED BH ELEM SCHOOL & PORTABLES - SOME SCHOOL STAFF WAS ONSITE // PORTABLE BUILDING WAS SECURED - ALL APPEARED OKAY
 16:28PM: CHECKED JUMANO PARK - INTERIOR GATES WERE CLOSED & SECURED // PARK WAS CLEAR/UNOCCUPIED
 16:37PM: CHECKED APACHE PARK & POOL - PARK PLAYGROUND WAS CLEAR // POOL WAS OPEN / IN USE W/ STAFF ONSITE
 16:44PM: CHECKED TONKAWA PARK - PARK WAS OCCUPIED BY 1 VEHICLE / OCCUPANT - FIELDS & PLAYGROUND WERE CLEAR
 16:59PM: CHECKED TURLINSON PARK & POOL - PARK PLAYGROUND WAS CLEAR // BASEBALL FIELD WAS OCCUPIED // POOL WAS OPEN W/ STAFF ONSITE
 17:10PM: CHECKED BIKE TRAIL PARK - PARK WAS CLEAR
 17:17PM: CHECKED WALKERHOUSE, COURTS & PAVILLION - COURTS & PAVILLION WERE CLEAR // WALKERHOUSE WAS SECURED
 20:07PM: RED TAGGED VEH - 3300-BLK ST. GENEVIEVE - BEIGE MERCURY - 2023273542
 20:16PM: RED TAGGED VEH - 3400-BLK NAPA VALLEY - SILVER LEXUS - 2023274164
 20:30PM: ASSISTED CITIZEN WITH DIRECTIONS FOR SUSAN LN IN THE SUBDIVISION
 20:36PM: RECHECKED & SECURED BIKE TRAIL PARK GATE - PARK WAS CLEAR
 20:40PM: RECHECKED APACHE PARK & POOL - PARK WAS CLEAR // POOL WAS CLOSED & SECURED
 20:43PM: RECHECKED & SECURED JUMANO PARK GATE - PARK WAS CLEAR
 20:48PM: RECHECKED & SECURED TONKAWA PARK GATE - WERE THREE VEHICLES IN THE PARKING LOT AND PEOPLE SITTING ON TAILGATES TALKING. ALL PARTIES DID COMPLY AND VACATE THE PARK WHEN TOLD THE PARK WAS CLOSED AND GATES WERE BEING LOCKED
 20:53PM: RECHECKED & SECURED TURLINSON PARK GATE - ONE FORD PK IN THE PARK, ANNOUNCEMENT MADE AND OWNER ARRIVED AND VACATED THE PARK
 21:00PM: END TOUR OF DUTY @ BLOCKHOUSE MUD

Billy Ray Boggs
 OFFICER'S SIGNATURE

**Block House Creek M.U.D.
DAILY PATROL REPORT**

NAME: Detective D. Hippert #15489		DATE: 08/03/2023
TIME START: 15:30	TIME ENDED: 21:30	TOTAL TIME: 6
BEGINNING MILEAGE:68674	ENDING MILEAGE: 68712	TOTAL MILEAGE: 38

Location	Violation	Violation	Violation

COMMENTS:

15:30 Hours. Security Check at Tonkowa Park. Very hot today with a temperature at 103. No people or vehicles observed anywhere inside the park area.

16:03 Hours. Security Check at Bike Park. No people or vehicles observed. Nothing suspicious seen.

16:23 Hours. Security Check at Jumano Park. No vehicles observed at any of the parking locations. Walked the trails and no campsites or suspicious activity observed. No disc golfers seen either.

17:00 Neighborhood Check at the 2500 block of Autrey Dr. Active investigation at a residence. Additional surveillance conducted.

18:00 Hours Security Check at Tumlinson Park/Pool. Several vehicles observed in the parking lot. Several people observed enjoying the pool. No one seen in the play ground area or fields. Nothing suspicious observed.

18:34 Hours Security Check at Apache Park/Pool. A few vehicles observed in parking lot as well as a few people observed swimming laps in the pool. No one observed on the playground.

18:53 Hours. Security Check at Tonkowa Park. 4 vehicles observed in the parking lot. A small baseball practice was observed on the main field. Older couple seen walking the track.

19:17 Hours. Security Check at Jumano Park. One vehicle observed in the front parking area. A father and son appeared to be getting ready to play a round of disc golf.

19:40 hours. Neighborhood Check at the 2500 Block of Autrey Dr.

20:20 hours. Security Check at Tonkowa Park. No vehicles observed in the parking lot. Park gates closed and locked.

20:30 hours. Security Check at Bike Park. No vehicles or people observed. Park gates closed and locked.

20:42 Hours. Security Check at Jumano Park. No vehicles observed at any of the parking locations. Park gates closed and locked.

21:00 Hours. Security Check at Tumlinson Park/Pool and Walker House. No vehicles in parking lot. Pool area checked and no one observed. All access gates to pool checked and found to be closed/secure. Walker House checked and office doors found closed/secure. Serval cars

observed in the parking lot and it appeared to be another intense game of pickle ball was in play at the tennis courts. Park gates to Tumlinson closed and locked.

Daniel L. Hippert #15489

OFFICER'S SIGNATURE

**Block House Creek M.U.D.
DAILY PATROL REPORT**

NAME: Minh Nguyen		DATE: 08/03/2023
TIME START: 2100	TIME ENDED: 0300	TOTAL TIME: 6 hrs
BEGINNING MILEAGE: 99907	ENDING MILEAGE: 99966	TOTAL MILEAGE: 59miles

Location	Violation	Violation	Violation

COMMENTS:

At 2117 hours, Deputy conducted a security check at Tumlinson Park. There were no vehicles in parking lot. The gate was locked. There was nothing suspicious. Cleared at 2123 hours.

At 2202 hours Deputy conducted a security check at the Walker house. There were multiple vehicles in the parking lot. The basketball court and tennis court were still opened. There was nothing suspicious. Cleared at 2212 hours

At 2301 hours, Deputy conducted a security check at Tonkawa Park. There were no vehicle in the parking lot. The gate was locked. Cleared at 2307 hours.

At 0010 hours, Deputy conducted a security check at Jumano trail. There was no vehicle in the parking lot. The gate was locked there was no vehicle and person at the trail. Cleared at 0015 hours.

At 0104 hours, Deputy conducted a security check at Apache Park. There was no vehicle in the parking lot. There was nothing suspicious. Cleared at 0112 hours.

At 0212 hours Deputy conducted security check at Block House ES. Deputy did not see any vehicle and nothing was suspicious Cleared at 0225 hours.

OFFICER'S SIGNATURE *Minh Nguyen #14660*

**Block House Creek M.U.D.
DAILY PATROL REPORT**

NAME: Deputy Derrick Johnson #13763		DATE: 08/04/2023
TIME START: 02:00 Begin Mileage:14420	TIME ENDED: 08:00 Ending Mileage: 14438	TOTAL TIME: 6 Total Mileage: 18

Location	Violation	Location	Violation

COMMENTS: No major traffic violations observed during this shift. I monitored traffic throughout the community. I monitored various stop signs and looked for speeding vehicles within the neighborhood.

02:00hrs 10-41 patrol Blockhouse MUD.

02:10hrs Security check 1500 blk of Scottsdale Dr.

02:25hrs Security check 16000 blk of Blackettle.

02:40hrs Security check Jumano Park. No sign of criminal mischief.

03:07hrs Security check 3200 blk of Port Daniel.

03:16hrs Security check 400 blk of Tumlinson Park.

04:25hrs Security check 700 blk of Luke Ln.

05:36hrs Security check 2400 blk of Greenlee Dr.

06:01hrs Security check 1600 blk of RosSPORT Bend

06:30hrs Security check 16600 blk of Spotted Eagle.

06:45hrs Security check Bike park, no sign of criminal mischief.

07:05hrs Security check 2800 blk of S Walker Dr.

07:30hrs Security check 2800 blk of Winslow Dr.

08:00hrs 10-42 Blockhouse patrol.

Derrick Johnson #13763

OFFICER'S SIGNATURE

**Block House Creek M.U.D.
DAILY PATROL REPORT**

NAME: Deputy Brandon T. Cantu #14853		DATE: 08/04/2023
TIME START: 1600	TIME ENDED: 2200	TOTAL TIME: 6 hours
BEGINNING MILEAGE: 86520	ENDING MILEAGE: 86543	TOTAL MILEAGE: 23 miles

Location	Violation	Violation	Violation

COMMENTS: 1600 Hours Begin tour of duty.
1630 Hours: Security check at the Bike park, no one seen in the area.
1650 Hours: Security check at Apache park, three vehicles in the parking lot, one family playing at the park.
1730 Hours: Security check at Tonkawa park, no one seen in the area.
1815 Hours: Security check at Jumano, no vehicles in the parking lot, no one seen.
1850 Hours: Stationary traffic at Block House Dr. and Molson Lake Dr.
1915 Hours: Security check at Apache park, seen vehicles in the parking lot, one person checking the mail.
2000 Hours: Security check at the Bike park, no one seen.
2030 Hours: Bike park gate secured upon my exit.
2040 Hours: Security check at Tumlinson, gate secured upon my exit.
2045 Hours: Security check at Tonkawa, gate secured upon my exit.
2050 Hours: Security check at Jumano, gate secured upon my exit.
2120 Hours; Security check at the Walker house, ten cars in the parking lot.
2200 Hours: End of tour of duty.

Brandon T. Cantu #14853

**Block House Creek M.U.D.
DAILY PATROL REPORT**

NAME: Deputy Derrick Johnson #13763		DATE: 08/04/2023
TIME START: 22:00 Begin Mileage: 14450	TIME ENDED: 04:00 Ending Mileage: 14471	TOTAL TIME: 6 Total Mileage: 21

Location	Violation	Location	Violation

COMMENTS: No major traffic violations observed during this shift. I monitored traffic throughout the community. I monitored various stop signs and looked for speeding vehicles within the neighborhood.

22:00hrs 10-41 patrol Blockhouse MUD.

22:10hrs Security check at the walker house. No sign of burglary or criminal mischief.

22:27hrs Security check at Tonkawa park.

23:30hrs Security check Apache Park. No sign of criminal mischief. Walked around the pool area, nothing observed. No sign of damage to mailboxes.

23:42hrs Security check 3306 Spumanti Ln

01:04hrs Security check 4200 blk of Block House Dr, Gates were closed.

01:28hrs Security check 17500 blk of Port Hood Dr

02:15hrs Security check 15000 blk of Big Falls Dr

02:35hrs Security check 2400 Hutton Ln

03:16hrs Security check 1500 blk of Rosspport Bend

03:25hrs Security check 2800 blk of S Walker Dr.

03:42hrs Security check 2400 blk of Greenlee Dr.

04:00hrs 10-42 Blockhouse patrol.

Derrick Johnson #13763

OFFICER'S SIGNATURE

Block House Creek M.U.D.

DAILY PATROL REPORT

NAME: Deputy Derrick Johnson #13763		DATE: 08/05/2023
TIME START: 15:00	TIME ENDED: 21:00	TOTAL TIME: 6
Begin Mileage: 14492	Ending Mileage: 14517	Total Mileage: 25

Location	Violation	Location	Violation

COMMENTS: No major traffic violations observed during this shift. I monitored traffic throughout the community. I monitored various stop signs and looked for speeding vehicles within the neighborhood.

15:00hrs 10-41 patrol Blockhouse MUD.

15:10hrs Security check Apache Park. No sign of criminal mischief. Walked around the pool area, nothing observed. No sign of damage to mailboxes.

15:30hrs Security check 2400 blk of Greenlee Dr

15:45hrs Security check 4200 blk of Block House Dr.

16:20hrs Security check 400 blk of Creek Run Dr

16:30hrs Security check 15000 blk of Snelling Dr

16:32hrs Security check 3000 blk of Block House Dr.

16:45hrs Security check 16000 blk of Black Kettle Dr

17:30hrs Security check 2600 blk of S Walker Dr

17:42hrs Security check 400 blk of Tumlinson Fort Dr

18:15hrs Stationary traffic 1500 blk of Scottsdale Dr.

20:35hrs Security check at Tonkawa park. Gates were closed and locked.

20:40hrs Security check at the bike park. Parking lot was clear and the gates closed and locked.

20:50hrs Security check in Tumlinson park pool. The parking lot was checked and there were no vehicles left in the parking lot. The gates were closed and locked.

21:00hrs 10-42 Blockhouse patrol.

Derrick Johnson #13763

OFFICER'S SIGNATURE

**Block House Creek M.U.D.
DAILY PATROL REPORT**

NAME: Deputy Derrick Johnson #13763		DATE: 08/06/2023
TIME START: 02:00 Begin Mileage:14530	TIME ENDED: 08:00 Ending Mileage: 14552	TOTAL TIME: 6 Total Mileage: 22

Location	Violation	Location	Violation

COMMENTS: No major traffic violations observed during this shift. I monitored traffic throughout the community. I monitored various stop signs and looked for speeding vehicles within the neighborhood.

02:00hrs 10-41 patrol Blockhouse MUD.

02:00hrs Security check 3000 blk of Block House Dr.

02:15hrs Security check Jumano Park. Walked the trails no sign of criminal mischief.

03:07hrs Security check 1500 blk of Scottsdale Dr.

03:37hrs Security check 400 blk of Tumlinson Park. Walked the park and baseball field area no sign of criminal mischief.

04:05hrs Security check 700 blk of Luke Ln.

04:30hrs Security check 4200 blk of Block House Dr.

05:16hrs Security check 2400 blk of Greenlee Dr.

06:00hrs Security check 1600 blk of RosSPORT Bend

06:20hrs Security check 16600 blk of Spotted Eagle.

06:45hrs Security check 2700 blk of Winslow Dr.

07:00hrs Security check 2500 blk of Hutton Ln.

07:20hrs Security check Apache park. No sign of criminal mischief.

07:45hrs Security check 2500 blk of Block House Dr. Checked under the bridge, no sign of criminal mischief.

08:00hrs 10-42 Blockhouse patrol.

Derrick Johnson #13763
OFFICER'S SIGNATURE

**Block House Creek M.U.D.
DAILY PATROL REPORT**

NAME: Deputy Daniel Riley		DATE: 08/06/2023	
TIME START: 1800	TIME ENDED: 2200	TOTAL TIME: 4	TOTAL MILEAGE: 18
BEGINNING MILEAGE: 90610	ENDING MILEAGE: 90628		

Location	Violation	Violation	Violation

COMMENTS:

1800: Begin tour of duty
 1800: Neighborhood Check
 1840-2000: 2023278355 – 2 vehicle MVA with minor injuries at intersection of Block House Dr and S Block House Dr. Both cars towed from scene, parts of Block House Dr and S Block House Dr closed while working the wreck.
 2000: Security Check Bike Trail Plot – Plot empty, gate secured upon exit
 2015: Security Check Tonkawa – One family using the playscape, advised park was closing and they departed, gate secured upon exit
 2025: Security Check Jumano – No cars in the secured area of the plot, gate secured upon exit
 2040: Security Check Tumlinson – No cars in the plot, no one observed in the park areas, gate secured upon exit.
 2050: Neighborhood Check
 2120: Security Check Walker House – cars in plot, people in courts, nothing out of the ordinary
 2135: Security Check Apache – plot empty, no one in the area
 2145: Security Check Jumano – Plot empty, no one in the area
 2200: End tour of duty

Daniel Riley #15955

OFFICER'S SIGNATURE

**Block House Creek M.U.D.
DAILY PATROL REPORT**

NAME: Minh Nguyen		DATE: 08/07/2023
TIME START: 1915	TIME ENDED: 0115	TOTAL TIME: 6 hrs
BEGINNING MILEAGE: 100707	ENDING MILEAGE: 100763	TOTAL MILEAGE: 59miles

Location	Violation	Violation	Violation

COMMENTS:

At 1935 hours, Deputy conducted a security check at Tumlinson Park. There were a few vehicles in parking lot. There was nothing suspicious. Cleared at 1940 hours.

At 2023 hours, Deputy conducted a security check at Tumlinson Park. Deputy walked around the pool and made sure all the doors were locked and secured. Deputy walked over to Walker House and made sure all the doors were locked, Deputy locked the gate. Deputy drove over to the bike trail and locked the gate. Cleared at 2040 hours.

At 2041 hours, Deputy conducted a security check at Tonkawa Park. There were people in the parking lot. Deputy asked them to leave and locked the gate Cleared at 2049 hours.

At 2050 hours, Deputy conducted a security check at Jumano trail. There was no vehicle in the parking lot. Deputy locked the gate cleared at 2056 hours.

At 2159 hours Deputy conducted security check at Apache Park. Deputy did not see anything suspicious. Cleared at 2203 hours.

At 2323 hours Deputy conducted security check at Block House ES. Deputy did not see any vehicle and nothing was suspicious Cleared at 2331 hours.

At 0026 hours Deputy conducted a security check at the Walker house. There were no vehicles in the parking lot. Deputy made sure all the doors were locked. There was nothing suspicious. Cleared at 0035 hours

OFFICER'S SIGNATURE *Minh Nguyen #14660*

**Block House Creek M.U.D.
DAILY PATROL REPORT**

NAME: Deputy Derrick Johnson #13763		DATE: 08/08/2023
TIME START: 04:00	TIME ENDED: 07:00	TOTAL TIME: 3
Begin Mileage: 14577	Ending Mileage: 14589	Total Mileage: 12

Location	Violation	Location	Violation

COMMENTS: No major traffic violations observed during this shift. I monitored traffic throughout the community. I monitored various stop signs and looked for speeding vehicles within the neighborhood.

04:00hrs 10-41 patrol Blockhouse MUD.

04:05hrs Security check Apache Park. No sign of criminal mischief. Walked around the pool area, nothing observed. No sign of damage to mailboxes.

04:12hrs Security check at the storage shed. No sign of criminal mischief.

04:45hrs Security check at the bike park. Parking lot was clear and the gates closed and locked.

05:15hrs Security check 4200 blk of Block House Dr, Gates were closed.

05:16hrs Security check 400 blk of Creek Run.

06:12hrs Security check 1500 blk of Scottsdale Dr.

06:30hrs Security check 2400 blk of Greenlee Dr.

06:45hrs Security check 3000 blk of Block House Dr.

07:00hrs 10-42 Blockhouse patrol.

Derrick Johnson #13763

OFFICER'S SIGNATURE

**Block House Creek M.U.D.
DAILY PATROL REPORT**

NAME: Deputy Brandon T. Cantu #14853		DATE: 08/08/2023
TIME START: 1800	TIME ENDED: 0000	TOTAL TIME: 6 hours
BEGINNING MILEAGE: 86425	ENDING MILEAGE: 86450	TOTAL MILEAGE: 25 miles

Location	Violation	Violation	Violation

**COMMENTS: 1800 Hours Begin tour of duty.
 1830 Hours: Roaming Security check.
 1700 Hours: Security check at Tonkawa, no one seen.
 2000 Hours: Security check at Jumano, one black passenger car past the second gate.
 2015 Hours: Security check at the Bike park trail, no one seen.
 2030 Hours: Security check at Apache park, six individuals playing on the playground.
 2100 Hours: Security check at the Bike park, gate secure upon my exit.
 2105 Hours: Security check at Tumlinson, Gate secured upon my exit.
 2110 Hours: Security check at Tonkawa, no one seen, gate secured upon my exit.
 2125 Hours: Security check at Jumano, gate secured upon my exit.
 2200 Hours: Roaming Security check.
 2235 Hours: Security check at the Water tower.
 2300 Hours: Security check at Apache park, no one seen in the area.
 2330 Hours: Roaming security check.
 0000 Hours: End of tour of duty.**

Brandon T. Cantu #14853

**Block House Creek M.U.D.
DAILY PATROL REPORT**

NAME: Minh Nguyen		DATE: 08/09/2023
TIME START: 0000	TIME ENDED: 0600	TOTAL TIME: 6 hrs
BEGINNING MILEAGE: 100778	ENDING MILEAGE: 100833	TOTAL MILEAGE: 55miles

Location	Violation	Violation	Violation

COMMENTS:

At 0018 hours, Deputy conducted a security check at Tumlinson Park. There were no vehicles in parking lot. The gate was locked. There was nothing suspicious. Cleared at 0023 hours.

At 0114 hours Deputy conducted a security check at the Walker house. There were no multiple vehicles in the parking lot. There was nothing suspicious. Cleared at 0120 hours

At 0209 hours, Deputy conducted a security check at Tonkawa Park. There were no vehicle in the parking lot. The gate was locked. Cleared at 0213 hours.

At 0309 hours Deputy saw a suspicious person digging through a vehicle at 16000 blk Kicking Bird Dr. Deputy made contact with the person and the vehicle. The person provided a driver license and the vehicle registered to the person with a Block House address. No enforcement action taken. Cleared 0315 hours. WCSO event # 2023281318

At 0316 hours, Deputy conducted a security check at Jumano trail. There was no vehicle in the parking lot. The gate was locked there was no vehicle and person at the trail. Cleared at 0323 hours.

At 0414 hours, Deputy conducted a security check at Apache Park. There was no vehicle in the parking lot. There was nothing suspicious. Cleared at 0420 hours.

At 0516 hours Deputy conducted security check at Block House ES. Deputy did not see any vehicle and nothing was suspicious Cleared at 0520 hours.

OFFICER'S SIGNATURE *Minh Nguyen #14660*

**Block House Creek M.U.D.
DAILY PATROL REPORT**

NAME: Deputy Billy Ray Boggs #4308		DATE: 08-09-2023
TIME START: 16:00PM	TIME ENDED: 22:00PM	TOTAL TIME: 6 HRS
BEGINNING MILEAGE: 31014	ENDING MILEAGE: 31039	TOTAL MILEAGE: 25

Location	Violation	Violation	Violation

COMMENTS: *OUT FOR FUEL - NEW HOPE @ 183A*****
16:00PM: BEGIN TOUR OF DUTY @ BLOCKHOUSE MUD
16:13PM: CHECKED BH ELEM SCHOOL - LOTS OF STAFF ONSITE - ALL APPEARED OKAY
16:33PM: CHECKED JUMANO PARK - PARK WAS CLEAR / UNOCCUPIED - INTERIOR GATES WERE CLOSED & SECURED TO FACILITY AND GARDEN
16:54PM: 911 SILENT CALL AT APACHE PARK & POOL - CHECKED APACHE PARK AND SPOKE WITH POOL STAFF. ALL OCCUPANTS AT THE POOL WERE OKAY AND NO ONE CALLED 911. POSSIBLY A DISRUPTED PHONE LINE / GLITCH IN SERVICE - NO REPORT (2023282181)
17:20PM: CHECKED BACK BY IN JUMANO PARK - BH MUD DIRECTOR YOUNG WAS ONSITE @ THE GARDEN - NO OTHER VEHICLES ONSITE
17:30PM: CHECKED TONKAWA PARK - PARK WAS CLEAR / UNOCCUPIED
17:36PM: CHECKED TUMLINSON PARK & POOL - PARK WAS CLEAR / UNOCCUPIED - POOL OCCUPIED & STAFF ONSITE - ALL WAS OKAY
17:41PM: CHECKED BIKE TRAIL PARK - PARK WAS CLEAR & UNOCCUPIED
17:42PM: CHECKED WALKERHOUSE, COURTS & PAVILLION - WALKERHOUSE WAS SECURED // PAVILLION & COURTS WERE UNOCCUPIED
20:17PM - 21:29PM: CRIMINAL MISCHIEF -IP - 16800-BLK CREE LAKE CT - NO OFFENSE HAS BEEN COMMITTED - NR
21:30PM: REQ. TO ASST CEDAR PARK FD IN THE 900-BLK OF PORT DANIEL WAY REGARDING A VEHICLE THAT IS LEAKING FUEL AND REFUSING TO ADDRESS THE ISSUE - CALL PLACED IN HOLDING UNTIL GATES COULD BE LOCKED & SECURED - CFPD THEN CANCELLED MY RESPONSE @ 21:47PM AND HANDLED THE CALL THEMSELVES - NO REPORT
21:30PM: RECHECKED & SECURED JUMANO PARK GATE - PARK WAS CLEAR
21:37PM: RECHECKED APACHE PARK & POOL - PARK WAS CLEAR // POOL WAS SECURED
21:40PM: RECHECKED & SECURED BIKE TRAIL PARK GATE - PARK WAS CLEAR
21:43PM: RECHECKED & SECURED TUMLINSON PARK GATE - PARK WAS CLEAR // POOL WAS SECURE
21:48PM: RECHECKED & SECURED TONKAWA PARK GATE - PARK WAS CLEAR
22:00PM: END TOUR OF DUTY @ BLOCKHOUSE MUD

Billy Ray Boggs
 OFFICER'S SIGNATURE

**Block House Creek M.U.D.
DAILY PATROL REPORT**

NAME: Detective D. Hippert #15489		DATE: 08/10/2022
TIME START: 18:00	TIME ENDED: 22:00	TOTAL TIME: 4
BEGINNING MILEAGE:69011	ENDING MILEAGE: 69038	TOTAL MILEAGE: 27

Location	Violation	Violation	Violation

COMMENTS:

18:30 Hours. Security Check at Tumlinson Park and Pool. Several cars in the parking. Serval people at the pool. No one in the field or at the playground.

19:00 Hours. Security Check at Bike Park. No vehicles or people observed in park area.

19:15 Hours. Security Check at Tonkowa Park. Two cars observed. A female observed walking her dog. Older couple seen walking laps. Noting suspicious observed.

19:30 Hours. Security Check at Apache Park/ Pool. Few vehicles observed in the parking lot. Couple people seen swimming laps in the pool. Playground observed empty.

19:40 Hours. Security Check at Jumano Park. One vehicle seen park near community garden. Observed a female in the garden area and appeared to checking on plants. No other vehicles or people observed.

20:00 Hours. Check by at Autrey Dr due to active investigation.

20:30 Hours. Security Check at Tonkowa Park. Observed two vehicles leaving the park. No other vehicles observed and no people seen inside park area. Park gates closed and locked.

20:40 Hours. Security Check at Bike Park. No vehicles or people observed. Park gates closed and locked.

20:50 Hours. Security Check at Tumlinson Park/Pool. No vehicles or people observed. All pool access gates checked. Bathroom and pool house checked. Park gates closed and locked.

21:00 hours. Security Check at Jumano Park. No vehicles observed anywhere inside the gates. No people observed. Park gates closed and locked.

21:30 Hours. Security Check at Walker House. Office doors checked and all found closed/locked. Several vehicles observed in the parking yet again for another epic game of pickle ball.

Daniel L. Hippert #15489

OFFICER'S SIGNATURE

**Block House Creek M.U.D.
DAILY PATROL REPORT**

NAME: Deputy Derrick Johnson #13763		DATE: 08/11/2023
TIME START: 04:00 Begin Mileage: 14661	TIME ENDED: 07:00 Ending Mileage: 14671	TOTAL TIME: 3 Total Mileage: 10

Location	Violation	Location	Violation

COMMENTS: No major traffic violations observed during this shift. I monitored traffic throughout the community. I monitored various stop signs and looked for speeding vehicles within the neighborhood.

04:00hrs 10-41 patrol Blockhouse MUD.

04:08hrs Security check 400 blk of Creek Run

04:13hrs Security check at the Walker House. No signs of criminal mischief.

04:51hrs Security check Apache Park. No sign of criminal mischief. Walked around the pool area, nothing observed. No sign of damage to mailboxes.

05:17hrs Security check at Tonkawa park. Gates secured.

05:28hrs Security check 2400 blk of Greenlee Dr.

05:40hrs Security check at the bike park. Gates secured.

06:04hrs Security check Jumano park.

06:26hrs Security check Green belt area North of Jumano park.

06:55hrs Security check 1500 blk of Scottsdale Dr.

07:00hrs 10-42 Blockhouse patrol.

Derrick Johnson #13763

OFFICER'S SIGNATURE

**Block House Creek M.U.D.
DAILY PATROL REPORT**

NAME: Deputy Antonio Lovato #11316		DATE: 08-12-2023
TIME START: 1630	TIME ENDED: 2145	TOTAL TIME: 5.25
BEGINNING MILEAGE: 99488	ENDING MILEAGE: 99544	TOTAL MILEAGE: 56

Location	Violation	Violation	Violation

COMMENTS:

1630hrs Begin Tour of Duty.

I began my tour working the Back To School Bash at Tumlinson Park. I drove around for several hours making sure vehicle were not parking illegally on the road. I had to have several people move their vehicles for parking in no parking zones. When I asked them to move they did so with no issues.

2030hrs I went around and closed the gates to Jumano and Tonkawa Park.

2145hrs End Tour of Duty.

We made contact with the head guy of the carnival rides. He advised he and his crew were going to be working till 1am with tearing down the rides. I was not informed they were going to be out this late. He said he would be willing to lock the gates when they were finished.

Antonio L. Lovato #11316

OFFICER'S SIGNATURE

**Block House Creek M.U.D.
DAILY PATROL REPORT**

NAME: Deputy Derrick Johnson #13763		DATE: 08/12/2023
TIME START: 17:00 Begin Mileage: 14720	TIME ENDED: 22:00 Ending Mileage: 14721	TOTAL TIME: 5 Total Mileage: 1

Location	Violation	Location	Violation

COMMENTS:

17:00hrs 10-41 patrol Blockhouse MUD.

Back to School event.

- Walked around the carnival during the event and interacted with the community.
- Checked on any parking violations or hazards
- Contacted several cars parked in the red zone, owners were located and vehicles were moved out of red zone
- Helped parents locate their child
- Helped individual who was showing heat related injury symptoms.

22:00hrs 10-42 Blockhouse patrol.

Derrick Johnson #13763
OFFICER'S SIGNATURE

**Block House Creek M.U.D.
DAILY PATROL REPORT**

NAME: Deputy Brandon T. Cantu #14853		DATE: 08/13/2023
TIME START: 1800	TIME ENDED: 0000	TOTAL TIME: 6 hours
BEGINNING MILEAGE: 87340	ENDING MILEAGE: 87359	TOTAL MILEAGE: 19 miles

Location	Violation	Violation	Violation

COMMENTS: 1800 Hours Begin tour of duty.
 1820 Hours: Security check at the Bike park, no one seen in the area.
 1850 Hours: Security check at the Walker house, numerous vehicles in the parking lot, saw a few people out walking their dogs, other people jogging.
 1915 Hours: Security check at Apache park, six vehicles in the parking lot a few people at the pool.
 1945 Hours: Stationary traffic at Block House dr. and Molson Lake.
 2015 Hours: Security check at the Bike park.
 2040 Hours: Bike park gate secured.
 2045 Hours: Security check at Tumlinson, gate secured upon my exit.
 2050 Hours: Security check at Tonkawa, gate secured upon my exit.
 2105 Hours: Security check at Jumano, gate secured upon my exit.
 2135 Hours: Roaming security check.
 2200 Hours: Security check at the Walker house.
 2230 Hours: Security check at the Water tower.
 2300 Hours: Security check at the Bike park, on foot.
 0000 Hours: End of tour of duty.

Brandon T. Cantu #14853

**Block House Creek M.U.D.
DAILY PATROL REPORT**

NAME: Deputy Derrick Johnson #13763		DATE: 08/13/2023
TIME START: 22:00 Begin Mileage: 14740	TIME ENDED: 03:00 Ending Mileage: 14762	TOTAL TIME: 5 Total Mileage: 22

Location	Violation	Location	Violation

COMMENTS: No major traffic violations observed during this shift. I monitored traffic throughout the community. I monitored various stop signs and looked for speeding vehicles within the neighborhood.

22:00hrs 10-41 patrol Blockhouse MUD.

22:10hrs Security check at the walker house. No sign of burglary or criminal mischief.

23:30hrs Security check Apache Park. No sign of criminal mischief. Walked around the pool area, nothing observed. No sign of damage to mailboxes.

23:42hrs Security check

00:15hrs Suspicious vehicle at Apache Park.

00:40hrs Security check at Tonkawa park. No sign of criminal mischief.

00:44hrs Security check 400 blk of Creek Run.

01:15hrs Security check 4200 blk of Block House Dr, Gates were closed.

01:28hrs Security check 1500 blk of Rossport Bnd.

02:05hrs Security check 16000 blk of Black Kettle Dr.

02:35hrs Security check Bike Park, no sign of criminal mischief.

02:45hrs Security check 3300 blk of Lambrusco Ln.

02:55hrs Security check 2800 blk of S Walker Dr.

03:00hrs 10-42 Blockhouse patrol.

Derrick Johnson #13763
OFFICER'S SIGNATURE

**Block House Creek M.U.D.
DAILY PATROL REPORT**

NAME: Deputy Antonio Lovato #11316		DATE: 08-14-2023
TIME START: 0245	TIME ENDED: 0845	TOTAL TIME: 6
BEGINNING MILEAGE: 99550	ENDING MILEAGE: 99596	TOTAL MILEAGE: 46

Location	Violation	Violation	Violation

COMMENTS:

0245hrs Begin Tour of Duty.
 0319hrs Security Check Jumano Park. No vehicles parked in the parking area in front of the gate. The gate was locked and secured. No one seen walking around in the park. No vehicles parked in the park. No issues observed.
 0346hrs Security Check Tonkawa Park. The gate to the park was locked and secured. No one playing on the playground, soccer field, or walking around on track. No issues observed.
 0420hrs Security Check Bike Trail Park. The gate to the park was locked and secured. No vehicles parked in the parking lot. No one riding around on the track. No issues observed.
 0441hrs Security Check Tumlinson Park. The gate was locked and secured. No vehicles parked in the parking lot. No one seen on the playground or baseball field. No one walking around on the trails. No issues observed.
 0635hrs Security Check Tonkawa Park. The gate was unlocked and opened. No vehicles parked in the parking lot. No one playing on the playground or soccer field. There were a few people walking around on the track. No issues observed.
 0650hrs Security Check Tumlinson Park. The gate was unlocked and opened. No vehicles were parked in the parking lot. No one playing on the playground or baseball field. There were some people walking around on the trails. There were also several vehicles in the parking lot of the Walker House. There were people working out in the parking lot. There were also people starting to gather at the tennis courts. No issues observed.
 0701hrs Security Check Jumano Park. No vehicles parked in front of the gate in the parking area. The gate to the park was unlocked and opened. No vehicles parked in the park. There was a man walking his dog on the trails. No piles of tree limbs observed in the park. No issues observed. I sat in the park for about 20min to see if anyone would try and dump any limbs. No one did.
 0817hrs Security Check Tumlinson Park. There was a van parking in the parking lot. It was the cleaning lady. She was cleaning the bathrooms at the pool. There were some guys blowing the leaves off the sidewalks in the park. There were some people walking on the trails. No one on the playground or baseball field.
 0831hrs Security Check Apache Park. There was one vehicle parked in the parking lot. No one playing around on the playground or in the pool area. No issues observed.
 0845hrs End Tour of Duty.

Antonio L. Lovato #11316

OFFICER'S SIGNATURE

Block House Creek M.U.D.

Daily Patrol Report

Name: Deputy Case Winkler #15527	Date:08/14/2023	
Time Start: 2030 Beginning Mileage: 46965	Time Ended: 0030 Ending Mileage: 46995	Total Time: 0400 Total Mileage: 30

Location	Violation	Violation	Violation

Comments:

2030hrs Begin Tour of Duty

2040hrs Security Check Bike Trail Park. No vehicles parked in the parking lot. No one riding on the track. The gate was closed and locked upon my exit. No issues observed.

2044hrs Security Check Tumlinson Park. No vehicles parked in the parking lot. No one playing on the playground or on the baseball field. No one observed walking around on the trails. The gate was closed and locked upon my exit. No issues observed.

2048hrs Security Check Tonkawa Park. No vehicles parked in the parking lot. No one was playing on the playground, soccer field, or walking around on the track. The gate was closed and locked upon my exit. No issues observed.

2100hrs Security Check Jumano Park. No vehicles parked in the parking area in front of the gate. No vehicles parked in the park area. Observed no people in disc golf course. The gate to the garden and community center were locked and secured. The gate to the park was locked and secured. No issues observed.

2133hrs Security Check Apache Park. One Vehicle was parked in the parking lot unoccupied. No one was playing on the playground. There were no People at the pool area. No issues observed.

2250hrs Security Check Walker House. No vehicles in parking lot. Walker house secured. No one was observed in sport court area, pavilion, playground, or pool area.

2311hrs Security Check Apache Park. One Vehicle was parked in the parking lot unoccupied. No one was playing on the playground. There were no People at the pool area. No issues observed.

0030hrs End Tour of Duty

Case Winkler #15527

**Block House Creek M.U.D.
DAILY PATROL REPORT**

NAME: Deputy Daniel Riley		DATE: 08/15/2023
TIME START: 1800	TIME ENDED: 2200	TOTAL TIME: 4
BEGINNING MILEAGE: 91276	ENDING MILEAGE: 91292	TOTAL MILEAGE: 16

Location	Violation	Violation	Violation

COMMENTS:

1800: Begin tour of duty
 1800: Neighborhood Check
 1900: Security Check Bike Trail Plot – Nothing of note present
 1930: Security Check Walker House Plot – people running trails, exercising, on the courts, multiple cars in plot
 2000: Security Check Bike Trail Plot – Plot empty, gate secured upon exit
 2015: Security Check Tonkawa – Plot empty, gate secured upon exit
 2035: Security Check Jumano – Located 3 vehicles in the plot. Ran the license plates and found they reside in the subdivision, and was able to locate 4 juvenile males on the disc golf course. Individuals were advised of the closing time of the park and all stated they understood. Gate secured upon exit.
 2100: Security Check Tumlinson – No cars in the plot, no one observed in the park areas, gate secured upon exit.
 2110: Neighborhood Check
 2120: Security Check Walker House – cars in plot, people in courts, nothing out of the ordinary
 2135: Security Check Apache – plot empty, no one in the area
 2145: Security Check Jumano – Plot empty, no one in the area
 2200: End tour of duty

Daniel Riley #15955

OFFICER'S SIGNATURE

**Block House Creek M.U.D.
DAILY PATROL REPORT**

NAME: Deputy Billy Ray Boggs #4308		DATE: 08-16-2023
TIME START: 16:00PM	TIME ENDED: 21:00PM	TOTAL TIME: 5 HRS
BEGINNING MILEAGE: 31227	ENDING MILEAGE: 31252	TOTAL MILEAGE: 25

Location	Violation	Violation	Violation

COMMENTS: *OUT FOR FUEL - NEW HOPE / 183-A*****
16:00PM: BEGIN TOUR OF DUTY @ BLOCKHOUSE MUD
16:23PM: CHECKED BH ELEM SCHOOL & PORTABLE BUILDING - STAFF WAS ONSITE - ALL APPEARED OKAY
16:46PM: CHECKED JUMANO PARK - PARK WAS CLEAR // INTERIOR GATES TO FACILITY AND GARDEN WERE CLOSED & SECURED
17:10PM: CHECKED APACHE PARK & POOL - PARK PLAYGROUND WAS CLEAR // POOL WAS CLOSED & SECURED - SPOKE WITH A TX-DPS TROOPER THAT WAS PARKED IN THE PARK. ADVISED DPS-CID WAS WORKING A TIP REGARDING NARCOTICS IN THE NEIGHBORHOOD, BUT ADVISED THAT IT DID NOT APPEAR THAT ANYTHING WAS OCCURRING AT THIS TIME. NO INFORMATION WAS DIVULGED REGARDING LOCATION, OTHER THAN AN AREA NORTH OF BLOCKHOUSE DRIVE.
17:55PM: CHECKED TONKAWA PARK - PARK WAS OCCUPIED BY ONE TRUCK WITH OCCUPANTS. BOTH FIELDS & PLAYGROUND WERE CLEAR
18:28PM: CHECKED TUMLINSON PARK & POOL - PARK BASEBALL FIELD WAS IN USE // PLAYGROUND WAS CLEAR // POOL WAS CLOSED & SECURED
18:42PM: CHECKED BIKE TRAIL PARK - PARK WAS CLEAR
18:59PM: CHECKED WALKERHOUSE, COURTS & PAVILLION - TENNIS COURT WAS IN USE // PAVILLION WAS CLEAR // WALKERHOUSE WAS SECURED
20:26PM: RECHECKED APACHE PARK & POOL - PARK WAS CLEAR
20:32PM: RECHECKED & SECURED TONKAWA PARK GATE - PARK WAS CLEAR / UNOCCUPIED
20:37PM: RECHECKED & SECURED TUMLINSON PARK GATE - PARK WAS CLEAR / UNOCCUPIED
20:42PM: RECHECKED & SECURED BIKE TRAIL PARK GATE - PARK WAS CLEAR / UNOCCUPIED
20:48PM: RECHECKED & SECURED JUMANO PARK GATE - WAS 1-VEHICLE PARKED INSIDE THE SECOND GATE, HOWEVER, THE VEHICLE OWNER WAS WALKING BACK TO HIS CAR FROM PLAYING FRISBEE GOLF AND WAS LEAVING THE PARK - ALL ELSE WAS OKAY
21:00PM: END TOUR OF DUTY @ BLOCKHOUSE MUD

Billy Ray Boggs
 OFFICER'S SIGNATURE

**Block House Creek M.U.D.
DAILY PATROL REPORT**

NAME: Deputy D. Hippert #15489		DATE: 08/17/2023	
TIME START: 18:30	TIME ENDED: 22:30	TOTAL TIME: 4	
BEGINNING MILEAGE:69374	ENDING MILEAGE:69405	TOTAL MILEAGE: 31	

Location	Violation	Violation	Violation

COMMENTS:

18:45 Security Check at Tonkowa Park. Observed a few people walking the track around the park. One vehicle in the parking lot. No one observed on the play ground.

19:00 Security Check at Tumlinson Park. Observed a few vehicles in the parking. Also, observed a small group of parents and kids practicing at the baseball field. No one observed in the pool area. A few parents with smaller children observed in the play ground area.

19:30 Security Check at Jumano Park. No vehicles observed at the front or back parking areas. Walked the trailers and no one was observed on the trails or in the disc golf course. Nothing suspicious observed while checking inside the park.

20:10 Security Check at Apache Park/Pool. Observed vehicle leaving the parking that looked like they picked up swimmers from a practice. A few adults looked to be shutting down the pool area. No one observed in the play ground area.

20:35 Security Check at Bike Park. One vehicle observed in the parking lot. An older gentlemen was observed running a small remote control car in the park and launch the RC car off of the jumps. I advised the gentlemen that I needed to lock up the park gates. Once the male left in his vehicle, I closed and locked the park gates.

20:47 Security Check at Tumlinson Park/Pool. No vehicles or people observed in the park area. Pool area checked and no observed inside. All pool access doors checked and secure. Park gates closed and locked.

21:10 Security Check at Tonkowa Park. No vehicles or people observed. Park gates closed and locked.

21:20 Security Check at Jumano Park. No vehicles observed in parking area. Park gates closed and locked.

21:45 Security Check at Walker House and Sport Courts. I observed yet another pickle game. Several people waiting to play. Walker house doors checked and all access points found closed/locked.

Daniel L. Hippert #15489

OFFICER'S SIGNATURE

**Block House Creek M.U.D.
DAILY PATROL REPORT**

NAME: Minh Nguyen		DATE: 08/17/2023
TIME START: 2330	TIME ENDED: 0530	TOTAL TIME: 6 hrs
BEGINNING MILEAGE: 101783	ENDING MILEAGE: 101840	TOTAL MILEAGE: 55miles

Location	Violation	Violation	Violation

COMMENTS:

At 2355 hours Deputy conducted a security check at the Walker house. There was no vehicle in the parking lot. There was nothing suspicious. Cleared at 0003 hours

At 0047 hours, Deputy conducted a security check at Tumlinson Park. There was no vehicle in parking lot. The gate was locked. There was nothing suspicious. Cleared at 0055 hours.

At 0147 hours, Deputy conducted a security check at Tonkawa Park. There was no vehicle in the parking lot. The gate was locked. Cleared at 0200 hours.

At 0248 hours, Deputy conducted a security check at Jumano trail. There was no vehicle in the parking lot. The gate was locked there was no vehicle and person at the trail. Cleared at 0301 hours.

At 0348 hours, Deputy conducted a security check at Apache Park. There was no vehicle in the parking lot. There was nothing suspicious. Cleared at 0358 hours.

At 0438 hours Deputy conducted security check at Block House ES. Deputy did not see any vehicle and nothing was suspicious Cleared at 0459 hours.

OFFICER'S SIGNATURE *Minh Nguyen #14660*

Block House Creek M.U.D.

DAILY PATROL REPORT

NAME: Deputy Derrick Johnson #13763		DATE: 08/18/2023
TIME START: 12:00 Begin Mileage:15502	TIME ENDED: 18:00 Ending Mileage: 15524	TOTAL TIME: 6 Total Mileage: 22

Location	Violation	Location	Violation

COMMENTS: No major traffic violations observed during this shift. I monitored traffic throughout the community. I monitored various stop signs and looked for speeding vehicles within the neighborhood.

12:00hrs 10-41 patrol Blockhouse MUD.

12:02hrs Security check 3000 blk of Block House Dr.

12:45hrs Security check 16000 blk of Black Kettle Dr

13:30hrs Security check 2600 blk of S Walker Dr

13:42hrs Security check 400 blk of Tumlinson Fort Dr

14:15hrs Stationary traffic 1500 blk of Scottsdale Dr.

14:25hrs Security check 2400 blk of Greenlee Dr.

14:30hrs Conducted stationary traffic on Scottsdale Dr. Did not observe any traffic violations.

16:35hrs Security check at Tonkawa park. No sign of criminal mischief.

16:40hrs Security check at the bike park. No sign of criminal mischief.

17:50hrs Security check in Tumlinson park pool. No sing of criminal mischief.

18:00hrs 10-42 Blockhouse patrol.

Returned to close the gates at dusk.

Derrick Johnson #13763

OFFICER'S SIGNATURE

**Block House Creek M.U.D.
DAILY PATROL REPORT**

NAME: Detective John Bartlett #15235		DATE: 08-19-2023
TIME START: 1600 hours	TIME ENDED: 2200 hrs	TOTAL TIME: 6 hrs 00 min
BEGINNING MILEAGE: 119557	ENDING MILEAGE: 119594	TOTAL MILEAGE: 46 MILES

Location	Violation	Violation	Violation

COMMENTS:

16:00 PM: Begin Tour of Duty Blockhouse MUD
 16:02 PM: Neighborhood Check of McDowell Bend and surrounding neighborhoods.
 16:21 PM: Neighborhood Check of Bottle Springs Ln and surrounding neighborhoods.
 16:39 PM: Neighborhood Check of Black Kettle Dr and surrounding neighborhoods.
 17:02 PM: Security Check of Jumano Park, trails and back building. || All Okay.
 17:37 PM: Neighborhood Check of Jordan Cv and surrounding neighborhoods.
 18:02 PM: Security Check of Apache park and pool. || All Okay.
 18:19 PM: Neighborhood Check of Beverly Cv and surrounding neighborhoods.
 18:43 PM: Security Check of Tonkawa Park and trails. || All Okay.
 19:18 PM: Security Check of Walkerhouse, Pavilion, Courts and Trails – Walkerhouse and courts secure. || All Okay.
 - Also checked Tumlinson Park, pool, playgrounds, and baseball field. Walked the trails from one side to the other. No issues observed.
 19:36 PM: Neighborhood Check of Alexander Dr and surrounding neighborhoods.
 19:56 PM: Neighborhood Check of Spotted Eagle Dr and surrounding neighborhoods.
 20:15 PM: Security Check of Jumano Park, Back building secure. Gates Locked || All Okay.
 20:20 PM: Security Check of Tonkawa Park. Gates locked. || All Okay.
 20:22 PM: Security Check of the Bike Park. All clear and gates locked || All Okay
 20:24 PM: Security Check of Tumlinson Park and pool. Gates locked. || All Okay.
 20:34 PM: Neighborhood Check of Tumlinson Fort Dr and surrounding neighborhoods.
 20:44 PM: Security Check of Walkerhouse, Pavilion, Courts and Trails – Walkerhouse and courts secure. || All Okay.
 - Also checked Tumlinson Park, pool, playgrounds, and baseball field. Walked the trails from one side to the other. No issues observed.
 21:18 PM: Neighborhood check of Luke Ln and surrounding neighborhoods.
 21:37 PM: Neighborhood Check of House Creek Dr and surrounding neighborhoods.
 21:51 PM: Neighborhood Check of Big Falls Dr and surrounding neighborhoods.
 22:00 PM: End Tour of duty.

John S. Bartlett #15235

OFFICER'S SIGNATURE

While conducting security checks, I am also checking gates and surrounding neighborhoods

**Block House Creek M.U.D.
DAILY PATROL REPORT**

NAME: Detective John Bartlett #15235		DATE: 08-20-2023
TIME START: 0615 hours	TIME ENDED: 1215 hrs	TOTAL TIME: 6 hrs 00 min
BEGINNING MILEAGE: 119625	ENDING MILEAGE: 119668	TOTAL MILEAGE: 43 MILES

Location	Violation	Violation	Violation

COMMENTS:

06:15 AM: Begin Tour of Duty Blockhouse MUD
 06:17 AM: Neighborhood Check of Socorro Bend and surrounding neighborhoods.
 06:38 AM: Neighborhood check of Catalina Dr and surrounding neighborhoods.
 06:55 AM: Security Check of Jumano Park, Trails and back building || All Okay.
 07:22 AM: Neighborhood Check of Cabernet Way and surrounding neighborhoods.
 07:46 AM: Neighborhood check of Napa Valley Bend and surrounding neighborhoods.
 08:14 AM: Neighborhood check of Port Anne Way and surrounding neighborhoods.
 08:33 AM: Neighborhood Check of Susan Ln and surrounding neighborhoods.
 08:57 AM: Security Check of Tonkawa Park and Trail || All Okay.
 09:18 AM: Neighborhood Check of Beverly Ln and surrounding neighborhoods.
 09:32 AM: Security Check of Apache park and Pool || All okay.
 09:58 AM: Neighborhood Check of Armstrong Dr and surrounding neighborhoods.
 10:18 AM: Security Check of Walkerhouse, Pavilion, Courts and Trails – Walkerhouse and courts secure || All Okay.
 - Also checked Tumlinson Park, pool, playgrounds, and baseball field. Walked the trails from one side to the other. No issues observed.
 10:44 AM: Neighborhood Check of Luke Ln and surrounding neighborhoods.
 11:10 AM: Neighborhood Check of Snelling Dr and surrounding neighborhoods.
 11:28 AM: Neighborhood Check of Charley Harley Dr and surrounding neighborhoods.
 11:51 AM: Neighborhood Check of S Blockhouse Dr and surrounding neighborhoods.
 12:15 PM: End Tour of duty.

John S. Bartlett #15235

OFFICER'S SIGNATURE

While conducting security checks, I am also checking gates, parks and surrounding neighborhoods

Block House Creek M.U.D.

Daily Patrol Report

Name: Deputy Case Winkler #15527	Date:08/20/2023	
Time Start: 2000	Time Ended: 0000	Total Time: 0400
Beginning Mileage: 47445	Ending Mileage: 47469	Total Mileage: 24

Location	Violation	Violation	Violation

Comments:

2000hrs Begin Tour of Duty

2024hrs Security Check Tonkawa Park. No vehicles parked in the parking lot. No one was playing on the playground, soccer field, or walking around on the track. The gate was closed and locked upon my exit. No issues observed.

2030hrs Security Check Tumlinson Park. No vehicles parked in the parking lot. No one playing on the playground or on the baseball field. No one observed walking around on the trails. The gate was closed and locked upon my exit. No issues observed.

2037hrs Security Check Bike Trail Park. No vehicles parked in the parking lot. No one riding on the track. The gate was closed and locked upon my exit. No issues observed.

2047hrs Security Check Jumano Park. No vehicles parked in the parking area in front of the gate. No vehicles parked in the park area. Observed no people in disc golf course. The gate to the garden and community center were locked and secured. The gate to the park was locked and secured. No issues observed.

2100hrs Security Check Apache Park. No Vehicles were parked in the parking lot. No one was playing on the playground. There were no People at the pool area. No issues observed.

2231hrs Security Check Walker House. No vehicles in parking lot. Walker house secured. No one was observed in sport court area, pavilion, playground, or pool area.

2306hrs Security Check Apache Park. No Vehicles were parked in the parking lot. No one was playing on the playground. There were no People at the pool area. No issues observed.

2354hrs Security Check Walker House. No vehicles in parking lot. Walker house secured. No one was observed in sport court area, pavilion, playground, or pool area.

0000hrs End Tour of Duty

Case Winkler #15527

**Block House Creek M.U.D.
DAILY PATROL REPORT**

NAME: Deputy Antonio Lovato #11316		DATE: 08-21-2023
TIME START: 0635	TIME ENDED: 1235	TOTAL TIME: 6
BEGINNING MILEAGE: 99999	ENDING MILEAGE: 100054	TOTAL MILEAGE: 55

Location	Violation	Violation	Violation

COMMENTS:

0635hrs Begin Tour of Duty.

0650hrs I conducted traffic control on Creek Run for Block House Elementary School Zone. I did not observe any traffic violations.

0734hrs Security Check Tumlinson Park. The gate to the park was open. There were a couple of vehicles parked in the parking lot. There was a mother playing with her kid on the playground. No one playing on the baseball field. There were several people walking around on the trails. No issues observed.

0751hrs Security Check Jumano Park. The gate was open and there was a vehicle parked in the park area. There was a guy walking his dogs around in the park. No issues observed.

0812hrs Security Check Tonkawa Park. No vehicles parked in the parking lot. No one playing on the playground, soccer field, or walking around on the track. No issues observed.

0916hrs Security Check Apache Park. No vehicles parked in the parking lot. No one playing on the playground or in the pool area. No issues observed.

0945hrs Security Check Jumano Park. I sat in the park for about 30min to see if anyone would come and try and dumb tree limbs. There were no piles of brush and no one tried to dump anything new.

1021hrs Security Check Tonkawa Park. There was a vehicle parked in the parking lot. No one playing on the playground, soccer field, or walking around on the track. There was a guy playing fetch with his dog in the park. No issues observed.

1038hrs Security Check Bike Trail Park. There was a work truck parked in the parking lot. No one riding on the track. No issues observed.

1142hrs Security Check Tumlinson Park. There were workers in the park. No one seen walking on the trails, playing on the playground, or on the baseball field. No issues observed.

1235hrs End Tour of Duty.

Antonio L. Lovato #11316

OFFICER'S SIGNATURE

**Block House Creek M.U.D.
DAILY PATROL REPORT**

NAME: Minh Nguyen		DATE: 08/21/2023
TIME START: 2030	TIME ENDED: 0230	TOTAL TIME: 6 hrs
BEGINNING MILEAGE: 102333	ENDING MILEAGE: 102385	TOTAL MILEAGE: 52miles

Location	Violation	Violation	Violation

COMMENTS:

At 2040 hours, Deputy conducted a security check at Tumlinson Park. There was no one in the park. Deputy locked the gate. Deputy drove over to the bike trail and locked the gate. Cleared at 2053 hours.

At 2054 hours, Deputy conducted a security check at Tonkawa Park. There was no one in the parking lot. Deputy locked the gate Cleared at 2100 hours. The chain on the gate was very short and made it very difficult to lock the gate.

At 2102 hours, Deputy conducted a security check at Jumano trail. There was no vehicle in the parking lot. Deputy locked the gate cleared at 2105 hours.

At 2218 hours Deputy conducted security check at Apache Park. Deputy did not see anything suspicious. Cleared at 2224 hours.

At 2320 hours Deputy conducted security check at Block House ES. Deputy did not see any vehicle and nothing was suspicious Cleared at 2330 hours.

At 0028 hours Deputy conducted a security check at the Walker house. There were no vehicles in the parking lot. Deputy made sure all the doors were locked. There was nothing suspicious. Cleared at 0035 hours

OFFICER'S SIGNATURE *Minh Nguyen #14660*

**Block House Creek M.U.D.
DAILY PATROL REPORT**

NAME: Detective John Bartlett #15235		DATE: 08-22-2023
TIME START: 1815 hours	TIME ENDED: 2245 hrs	TOTAL TIME: 4 hrs 30 min
BEGINNING MILEAGE: 119876	ENDING MILEAGE: 119896	TOTAL MILEAGE: 30 MILES

Location	Violation	Violation	Violation

COMMENTS:

18:15 PM: Begin Tour of Duty Blockhouse MUD
 18:18 PM: Neighborhood Check of Rainy River Dr and surrounding neighborhoods.
 18:39 PM: Neighborhood Check of Pine Portage Lp and surrounding neighborhoods.
 19:02 PM: Security Check of Apache Park and Pool || All Okay.
 19:25 PM: Neighborhood Check of Zinfandel Ln and surrounding neighborhoods.
 19:41 PM: Security Check of Jumano Park, trails and back building. || All Okay.
 19:59 PM: Security Check of Walkerhouse, Pavilion, Courts and Trails – Walkerhouse and courts secure. || All Okay.
 - Also checked Tumlinson Park, pool, playgrounds, and baseball field. Walked the trails from one side to the other. No issues observed.
 20:21 PM: Security Check of the Bike Park. All clear and gates locked || All Okay
 20:23 PM: Security Check of Tumlinson Park and pool. Gates locked. || All Okay.
 20:25 PM: Security Check of Tonkawa Park. Gates locked. || All Okay.
 20:29 PM: Security Check of Jumano Park. Before I was able to check the back building a call dropped in the 2500 block of Claudia Dr. Gates Locked || All Okay.
 20:30 PM: Dispatched to the 2500 block of Claudia Dr in reference to a medical call. Cleared the call around 22:30 PM.
 22:45 PM: End Tour of duty.

John S. Bartlett #15235

OFFICER'S SIGNATURE

While conducting security checks, I am also checking gates and surrounding neighborhoods

**Block House Creek M.U.D.
DAILY PATROL REPORT**

NAME: Deputy Billy Ray Boggs #4308		DATE: 08-23-2023
TIME START: 16:00PM	TIME ENDED: 21:00PM	TOTAL TIME: 5 HRS
BEGINNING MILEAGE: 31722	ENDING MILEAGE: 31753	TOTAL MILEAGE: 31

Location	Violation	Violation	Violation

COMMENTS: *OUT FOR FUEL - NEW HOPE / 183A*****
16:00PM: BEGIN TOUR OF DUTY @ BLOCKHOUSE MUD
16:10PM: CHECKED BH ELEM SCHOOL - STAFF ONSITE / PARENTS PICKING UP KIDS - ALL APPEARED OKAY
16:47PM: CHECKED JUMANO PARK - PARK WAS CLEAR / INTERIOR GATES TO FACILITY & GARDEN WERE CLOSED AND SECURED
16:58PM: CHECKED APACHE PARK & POOL - PARK WAS CLEAR / POOL WAS OPEN W/ LIFEGUARDS ONSITE
17:06PM: CHECKED TONKAWA PARK - PARK WAS CLEAR / FIELDS NOT IN USE; JUST PRIOR TO LEAVING THE PARK, A YOUNG MALE ON A 49CC MINIBIKE CAME OUT OF THE SOUTHWEST FIELD. I MADE CONTACT WITH HIM. HE STATED HE WAS 14YO AND RESIDES ON KICKING BIRD. I EXPLAINED THE RULES OF THE MUD REGARDING "NO MOTORIZED CONVEYANCES" IN ANY PARK OR MUD PROPERTY AND LAWS OF THE ROADWAY PERTAINING TO OPERATION. HE WAS VERY RESPECTFUL AND I ALLOWED HIM TO GO STRAIGHT HOME AND PARK THE MINIBIKE. - NO CITATIONS OR REPORT GENERATED
17:28PM: CHECKED TUMLINSON PARK & POOL - PARK & POOL BOTH WERE CLEAR / UNOCCUPIED - POOLHOUSE WINDOWS AND POOL ENTRANCE GATE WERE UNLOCKED AND INSIDE POOL AREA WAS ACCESSIBLE - GIRLS RESTROOM WAS ALSO UNSECURED. I WAS ABLE TO LOCK BOTH OFFICE WINDOWS AND THE GIRLS RESTROOM - I FOUND OUT THAT THE AUTO / MAGNETIC LOCK ON THE POOL GATE WAS MALFUNCTIONING OR GLITCHED, DUE TO ONCE I OPENED AND RECLOSED THE GATE, IT STARTED LOCKING ON ITS OWN AND THEN COULD ONLY BE ACCESSED BY KEY FOB - NO OTHER ISSUES OBSERVED.
17:42PM: CHECKED BIKE TRAIL PARK - PARK WAS CLEAR / UNOCCUPIED
17:44PM: CHECKED WALKERHOUSE, COURTS & PAVILLION - MUD BOARD MEMBERS ONSITE FOR MUD MEETING @ 1830P // COURTS & PAVILLION WERE CLEAR / UNOCCUPIED
20:04PM: RECHECKED APACHE PARK & POOL - LIFEGAURDS & A FEW SWIMMERS STILL ONSITE // PARK WAS CLEAR
20:10PM: RECHECKED BY WALKERHOUSE, COURTS & PAVILLION - MUD MEETING STILL IN PROGRESS // PAVILLION WAS CLEAR // TENNIS COURTS WERE IN USE
20:24PM: RECHECKED & SECURED BIKE TRAIL PARK GATE - PARK WAS UNOCCUPIED
20:28PM: RECHECKED & SECURED TUMLINSON PARK GATE - PARK, PLAYGROUND & BALLFIELD WERE UNOCCUPIED
20:32PM: RECHECKED & SECURED TONKAWA PARK GATE - PARK, PLAYGROUND & FIELDS WERE UNOCCUPIED
20:39PM: RECHECKED & SECURED JUMANO PARK GATE - PARK WAS CLEAR
21:00PM: END TOUR OF DUTY @ BLOCKHOUSE MUD

Billy Ray Boggs

OFFICER'S SIGNATURE

**Block House Creek M.U.D.
DAILY PATROL REPORT**

NAME: Deputy Derrick Johnson #13763		DATE: 08/23/2023
TIME START: 22:00 Begin Mileage:15780	TIME ENDED: 03:00 Ending Mileage: 15799	TOTAL TIME: 5 Total Mileage: 19

Location	Violation	Location	Violation

COMMENTS: No major traffic violations observed during this shift. I monitored traffic throughout the community. I monitored various stop signs and looked for speeding vehicles within the neighborhood.

22:00hrs 10-41 patrol Blockhouse MUD.

22:04hrs Security check 400 blk of Creek Run.

23:35hrs Security check 16000 blk of Black Kettle Dr.

23:45hrs Security check at the walker house. No sign of burglary or criminal mischief.

00:10hrs Security check Apache Park. No sign of criminal mischief. Walked around the pool area, nothing observed. No sign of damage to mailboxes.

00:17hrs Responded to 700 blk of House Creek Dr. Suspicious person, nothing located. Caller is suffering mental health crisis.

00:15hrs Suspicious vehicle at Apache Park.

00:40hrs Security check at Tonkawa park. No sign of criminal mischief.

01:04hrs Responded to 700 blk of House Creek Dr. Suspicious person, nothing located. Caller is suffering mental health crisis. Same as before.

01:25hrs Security check 4200 blk of Block House Dr, Gates were closed.

01:48hrs Security check 1500 blk of Rosspart Bnd.

02:25hrs Security check Bike Park, no sign of criminal mischief.

02:55hrs Security check 2800 blk of S Walker Dr.

03:00hrs 10-42 Blockhouse patrol.

Derrick Johnson #13763

OFFICER'S SIGNATURE

**Block House Creek M.U.D.
DAILY PATROL REPORT**

NAME: Deputy D. Hippert #15489		DATE: 08/24/2023
TIME START: 16:00	TIME ENDED: 21:00	TOTAL TIME: 5
BEGINNING MILEAGE:69774	ENDING MILEAGE:69810	TOTAL MILEAGE: 36

Location	Violation	Violation	Violation

COMMENTS:

16:30 Security Check at Tonkowa Park. No vehicles or people observed in park area.

16:45 Neighborhood Check at 2500 Block of Autrey Dr. Ongoing investigation and conducted more surveillance on this street.

17:45 Security Check at Jumano Park. No vehicles observed at the front or back parking areas. Trails checked and nothing suspicious observed. No one seen in the disc golf course.

18:30 Security Check at Apache Park/Pool. No vehicles or people observed in the parking lot, play ground or pool area.

19:10 Security Check at Tumlinson Park/Pool. 7 vehicles observed in parking lot. There appeared to be a baseball practice underway at the far field. No one observed in pool area or play ground area.

19:40 Security Check at Bike Park. No vehicles or people observed in park area.

20:00 Security Check at Tonkowa Park. Several vehicles observed in the parking lot. A large baseball practice observed at the main field. A few smaller children observed in the playground.

20:30 Security Check at Jumano Park. No vehicles observed in parking area. Park gates closed and locked.

20:42 Security Check at Tonkowa Park. All vehicles left and no one observed in the park area. Gates closed and locked.

20:50 Security Check at Bike Park. No vehicles or people observed. Park gates closed and locked.

21:00 Security Check at Tumlinson Park/Pool. No vehicles observed. Playground was empty and no one in the baseball field. Pool access doors checked and all found closed/secured. Park gates closed and locked.

Daniel L. Hippert #15489

OFFICER'S SIGNATURE

**Block House Creek M.U.D.
DAILY PATROL REPORT**

NAME: Minh Nguyen		DATE: 08/25/2023
TIME START: 2040	TIME ENDED: 0240	TOTAL TIME: 6 hrs
BEGINNING MILEAGE: 102785	ENDING MILEAGE: 102839	TOTAL MILEAGE: 54miles

Location	Violation	Violation	Violation

COMMENTS:

At 2101 hours, Deputy conducted a security check at Tumlinson Park. There was no one in the park. Deputy locked the gate. Deputy drove over to the bike trail and locked the gate. Cleared at 2108 hours.

At 2109 hours, Deputy conducted a security check at Tonkawa Park. There was no one in the parking lot. Deputy locked the gate. Cleared at 2115 hours.

At 2117 hours, Deputy conducted a security check at Jumano trail. There was no vehicle in the parking lot. Deputy locked the gate. Cleared at 2122 hours.

At 2210 hours, Deputy was dispatched to a domestic call at 16000 blk Kicking Bird Dr. Deputy arrived and conducted the investigation. Deputy determined there was no offense and no one was hurt. Cleared at 2232 WCSO event #202302412

At 2237 Deputy was dispatched to a 911 hang up call at Snelling Dr. Deputy arrived and checked the area. Deputy did not see anything suspicious or any one that would need help. Cleared at 2240

At 2303 hours Deputy conducted security check at Apache Park. Deputy did not see anything suspicious. Cleared at 2310 hours.

At 0012 hours Deputy conducted security check at Block House ES. Deputy did not see any vehicle and nothing was suspicious. Cleared at 0018 hours.

At 0103 hours Deputy conducted a security check at the Walker house. There were no vehicles in the parking lot. Deputy made sure all the doors were locked. There was nothing suspicious. Cleared at 0116 hours

OFFICER'S SIGNATURE *Minh Nguyen #14660*

**Block House Creek M.U.D.
DAILY PATROL REPORT**

NAME: Detective John Bartlett #15235		DATE: 08-26-2023
TIME START: 1600 hours	TIME ENDED: 2200 hrs	TOTAL TIME: 6 hrs 00 min
BEGINNING MILEAGE: 120271	ENDING MILEAGE: 120328	TOTAL MILEAGE: 57 MILES

Location	Violation	Violation	Violation
1520 Scottsdale Dr	No Reflectors when Required		

COMMENTS:

16:00 PM: Begin Tour of Duty Blockhouse MUD
 16:01 PM: Neighborhood Check of Winslow Dr and surrounding neighborhoods.
 16:19 PM: Neighborhood Check of Port Hood Dr and surrounding neighborhoods.
 16:39 PM: Neighborhood Check of Catalina Dr and surrounding neighborhoods.
 17:01 PM: Monitor Traffic on Scottsdale Dr for traffic infractions.
 17:12 PM: Traffic Stop in the 1520 block of Scottsdale Dr. Probable Cause Search conducted, Narcotics located, Warrants on subject, and forgery documents located.

- Transported arrested subject to jail, processed evidence, returned to blockhouse to complete the report while conducting neighborhood checks and locking gates.
- Returned to blockhouse around 20:01 PM.

20:10 PM: Security Check of Jumano Park, Back building secure. Gates Locked || All Okay.
 20:20 PM: Security Check of Tonkawa Park. Gates locked. || All Okay.
 20:23 PM: Security Check of the Bike Park. All clear and gates locked || All Okay
 20:28 PM: Security Check of Tumlinson Park and pool. Gates locked. || All Okay.
 20:42 PM: Neighborhood Check of Tumlinson Fort Dr and surrounding neighborhoods.
 20:59 PM: Security Check of Walkerhouse, Pavilion, Courts and Trails – Walkerhouse and courts secure. || All Okay.

- Also checked Tumlinson Park, pool, playgrounds, and baseball field. Walked the trails from one side to the other. No issues observed.

21:35 PM: Neighborhood check of Armstrong Dr and surrounding neighborhoods.
 21:53 PM: Neighborhood check of Black Kettle Dr and surrounding neighborhoods.
 22:00 PM: End Tour of duty.

John S. Bartlett #15235

OFFICER'S SIGNATURE

While conducting security checks, I am also checking gates and surrounding neighborhoods

**Block House Creek M.U.D.
DAILY PATROL REPORT**

NAME: Deputy Antonio Lovato #11316		DATE: 08-27-2023
TIME START: 1356	TIME ENDED: 2056	TOTAL TIME: 7
BEGINNING MILEAGE: 100535	ENDING MILEAGE: 100599	TOTAL MILEAGE: 64

Location	Violation	Violation	Violation

COMMENTS:

1356hrs Begin Tour of Duty.

1420hrs Security Check Jumano Park. There was a vehicle parked in the park. A man was walking his dog around in the park. No one playing disc golf on the course. The gate to the garden and the community center was locked and secured. There were no brush piles in the park. No issues observed.

1511hrs Security Check Bike Trail Park. No vehicles parked in the parking lot. No one riding around on the track. No issues observed.

1548hrs Security Check Tumlinson Park. There were several vehicles parked in the parking lot. No one playing on the playground or baseball field. There were several people swimming in the pool. No issues observed.

1628hrs Security Check Tonkawa Park. No vehicles parked in the parking lot. No one playing on the playground, soccer field, or running on the track. No issues observed.

1706hrs Security Check Apache Park. No vehicles parked in the parking lot. No one playing on the playground or swimming in the pool area. No issues observed.

1753hrs Security Check Walker House and courts. There were a few vehicles parked in the parking lot. There were a couple of people playing tennis on the courts. No one on the basketball court or under the pavilion. The doors were secured to the Walker House. No issues observed.

1923hrs Security Check Tonkawa Park. No vehicles parked in the parking lot. No one on the playground, soccer field, or walking on the track. The gate was locked and secured upon my exit.

1948hrs Security Check Tumlinson Park and Bike Trail Park. No vehicles were parked in the parking lots. There was no one playing on the playground, baseball field, or seen walking around on the trails. No one was seen riding on the track at the Bike Park. Both gates were locked and secured upon my exit. No issues observed.

2004hrs Security Check Jumano Park. There was a vehicle parked in the park. And two vehicles parked in the parking area just outside of the gate. Once the vehicle in the park observed my vehicle they exited the park. The gate to the community center and garden were locked and secured. The gate to the park was closed and locked upon my exit. No issues observed.

2056hrs End Tour of Duty.

Antonio L. Lovato #11316

OFFICER'S SIGNATURE

Block House Creek M.U.D.

Daily Patrol Report

Name: Deputy Case Winkler #15527	Date:08/28/2023	
Time Start: 2000	Time Ended: 0000	Total Time: 0400
Beginning Mileage: 48691	Ending Mileage: 48714	Total Mileage: 23

Location	Violation	Violation	Violation

Comments:

2000hrs Begin Tour of Duty

2020hrs Security Check Bike Trail Park. No vehicles parked in the parking lot. No one riding on the track. The gate was closed and locked upon my exit. No issues observed.

2026hrs Security Check Tumlinson Park. No vehicles parked in the parking lot. No one playing on the playground or on the baseball field. No one observed walking around on the trails. The gate was closed and locked upon my exit. No issues observed.

2036hrs Security Check Jumano Park. No vehicles parked in the parking area in front of the gate. No vehicles parked in the park area. Observed no people in disc golf course. The gate to the garden and community center were locked and secured. The gate to the park was locked and secured. No issues observed.

2043hrs Security Check Tonkawa Park. No vehicles parked in the parking lot. No one was playing on the playground, soccer field, or walking around on the track. The gate was closed and locked upon my exit. No issues observed.

2111 Stationary Traffic Scottdale Dr. No Speeding violations observed

2149hrs Security Check Apache Park. No Vehicles were parked in the parking lot. No one was playing on the playground. There were no People at the pool area. No issues observed.

2231hrs Security Check Walker House. No vehicles in parking lot. Walker house secured. No one was observed in sport court area, pavilion, playground, or pool area.

2306hrs Security Check Apache Park. No Vehicles were parked in the parking lot. No one was playing on the playground. There were no People at the pool area. No issues observed.

2354hrs Security Check Walker House. No vehicles in parking lot. Walker house secured. No one was observed in sport court area, pavilion, playground, or pool area.

0000hrs End Tour of Duty

Case Winkler #15527

**Block House Creek M.U.D.
DAILY PATROL REPORT**

NAME: Minh Nguyen		DATE: 08/29/2023
TIME START: 0000	TIME ENDED: 0500	TOTAL TIME: 5 hrs
BEGINNING MILEAGE: 102854	ENDING MILEAGE: 102901	TOTAL MILEAGE: 47miles

Location	Violation	Violation	Violation

COMMENTS:

At 0021 hours, Deputy conducted a security check at Tumlinson Park. There was no vehicle in parking lot. The gate was locked. There was nothing suspicious. Cleared at 0030 hours.

At 0116 hours Deputy conducted a security check at the Walker house. There was no vehicle in the parking lot. There was nothing suspicious. Cleared at 0121 hours

At 0214 hours, Deputy conducted a security check at Tonkawa Park. There was no vehicle in the parking lot. The gate was locked. Cleared at 0220 hours.

At 0315 hours, Deputy conducted a security check at Jumano trail. There was no vehicle in the parking lot. The gate was locked there was no vehicle and person at the trail. Cleared at 0321 hours.

At 0406 hours, Deputy conducted a security check at Apache Park. There was no vehicle in the parking lot. There was nothing suspicious. Cleared at 0412 hours.

OFFICER'S SIGNATURE *Minh Nguyen #14660*

Block House Creek M.U.D. DAILY PATROL REPORT

NAME: Deputy Derrick Johnson #13763		DATE: 08/29/2023
TIME START: 15:00 Begin Mileage: 16105	TIME ENDED: 21:00 Ending Mileage: 16124	TOTAL TIME: 6 Total Mileage: 19

Location	Violation	Location	Violation

COMMENTS: No major traffic violations observed during this shift. I monitored traffic throughout the community. I monitored various stop signs and looked for speeding vehicles within the neighborhood.

15:00hrs 10-41 patrol Blockhouse MUD.

15:10hrs Security check at the walker house. No sign of burglary or criminal mischief.

15:30hrs Security check Apache Park. No sign of criminal mischief. Walked around the pool area, nothing observed. No sign of damage to mailboxes.

14:15hrs Suspicious vehicle at Apache Park.

14:40hrs Security check at Tonkawa park. No sign of criminal mischief.

16:15hrs Security check 4200 blk of Block House Dr, Gates were closed.

16:28hrs Security check 1500 blk of Rosspart Bnd.

17:00hrs Security check 16000 blk of Black Kettle Dr.

17:35hrs Security check Bike Park, no sign of criminal mischief.

18:20hrs Security check 2800 blk of S Walker Dr.

18:30hrs Conducted stationary traffic on Scottsdale Dr. No traffic violations observed.

20:10hrs Security check at Jumano Park and the area was clear. The gates were closed and locked. No sign of trespassers or criminal mischief.

20:15hrs Security check at Tonkawa Park. No sign of criminal mischief. Gates were closed and locked.

20:20hrs Security check at the bike park. Parking lot was clear. Gates were closed and locked.

20:35hrs Security check Jumano Park. Several vehicles were parked by the entrance to the garden after dark. All owners were located and the vehicles were removed from the parking lot.

21:00hrs 10-42 Blockhouse patrol.

Derrick Johnson #13763

OFFICER'S SIGNATURE

**Block House Creek M.U.D.
DAILY PATROL REPORT**

NAME: Deputy Billy Ray Boggs #4308		DATE: 08-30-2023
TIME START: 16:00PM	TIME ENDED: 21:00PM	TOTAL TIME: 5 HRS
BEGINNING MILEAGE: 32210	ENDING MILEAGE: 32238	TOTAL MILEAGE: 28

Location	Violation	Violation	Violation

COMMENTS: *OUT FOR FUEL - NEW HOPE @ 183A*****
16:00PM: BEGAN TOUR OF DUTY @ BLOCKHOUSE MUD
16:15PM: CHECKED BH ELEM SCHOOL & PORTABLES - STAFF & PARENTS ONSITE - ALL APPEARED OKAY
16:28PM: CHECKED BIKE TRAIL PARK - PARK WAS CLEAR / UNOCCUPIED
16:33PM: CHECKED APACHE PARK & POOL - PARK WAS CLEAR / UNOCCUPIED; POOL STAFF ONSITE CLEANING THE POOL - ALL WAS OKAY
16:41PM - 17:35PM: LOOSE DOGS - 900-BLK BLOCKHOUSE DR / SUSAN LN - LOCATED BOTH DOGS (ONE ON PORT ANNE WAY AND THE OTHER ON MOSER RIVER CV - BOTH DOGS RETURNED TO OWNER ON PORT ANNE WAY - NR
17:40PM: CHECKED TONKAWA PARK - PARKSOUTHWEST FIELD WAS IN USE FOR PRACTICE; PLAYGROUND WAS UNOCCUPIED / NORTHEAST FIELD WAS UNOCCUPIED
17:48PM: CHECKED TUMLINSON PARK & POOL - PARK, PLAYGROUND & FIELD WAS UNOCCUPIED; POOL AREA WAS CLOSED AND GATES & WINDOWS SECURED
18:01PM: CHECKED JUMANO PARK - PARK WAS CLEAR; ALL INTERIOR GATES TO FACILITY & GARDEN WERE CLOSED & SECURED
19:40PM: CHECKED WALKERHOUSE, PAVILLION & COURTS - PAVILLION WAS CLEAR, TENNIS COURTS WERE IN USE; WALKERHOUSE WAS SECURED
20:24PM: RECHECKED & SECURED BIKE TRAIL PARK GATE - PARK WAS CLEAR
20:28PM: RECHECKED & SECURED TUMLINSON PARK GATE - PARK WAS CLEAR
20:35PM: RECHECKED & SECURED TONKAWA PARK GATE - PARK WAS CLEAR
20:48PM: RECHECKED & SECURED JUMANO PARK GATE - PARK WAS CLEAR
21:00PM: END TOUR OF DUTY @ BLOCKHOUSE MUD

Billy Ray Boggs
 OFFICER'S SIGNATURE

**Block House Creek M.U.D.
DAILY PATROL REPORT**

NAME: Minh Nguyen		DATE: 08/31/2023
TIME START: 1915	TIME ENDED: 0115	TOTAL TIME: 6 hrs
BEGINNING MILEAGE: 103164	ENDING MILEAGE: 103215	TOTAL MILEAGE: 51miles

Location	Violation	Violation	Violation

COMMENTS:

At 1928 hours, Deputy conducted a security check at the Walker House the park was still opened there was nothing suspicious. Cleared at 1932

At 2003 hours, Deputy conducted a security check at Tumlinson Park. There was no one in the park. Deputy walked around the pool and the Walker House and made sure all the doors were locked and locked the gate. Deputy drove over to the bike trail and locked the gate. Cleared at 2017 hours.

At 2018 hours, Deputy conducted a security check at Tonkawa Park. There was no one in the parking lot. Deputy locked the gate Cleared at 2027 hours.

At 2028 hours, Deputy conducted a security check at Jumano trail. There was no vehicle in the parking lot. Deputy locked the gate cleared at 2032 hours.

At 2207 hours Deputy conducted security check at Apache Park. Deputy did not see anything suspicious. Cleared at 2212 hours.

At 2237 hours Deputy saw a vehicle at the Walker House. Deputy walked around the park and located the owner. Deputy advised him that the park was closed and he would need to leave. The owner agreed to leave. Cleared at 2245 hours.

At 2315 hours Deputy conducted security check at Block House ES. Deputy did not see any vehicle and nothing was suspicious Cleared at 2320 hours.

At 0008 hours Deputy conducted a security check at the Walker house. There was no vehicle in the parking lot. Deputy made sure all the doors were locked. There was nothing suspicious. Cleared at 0019 hours

OFFICER'S SIGNATURE *Minh Nguyen #14660*

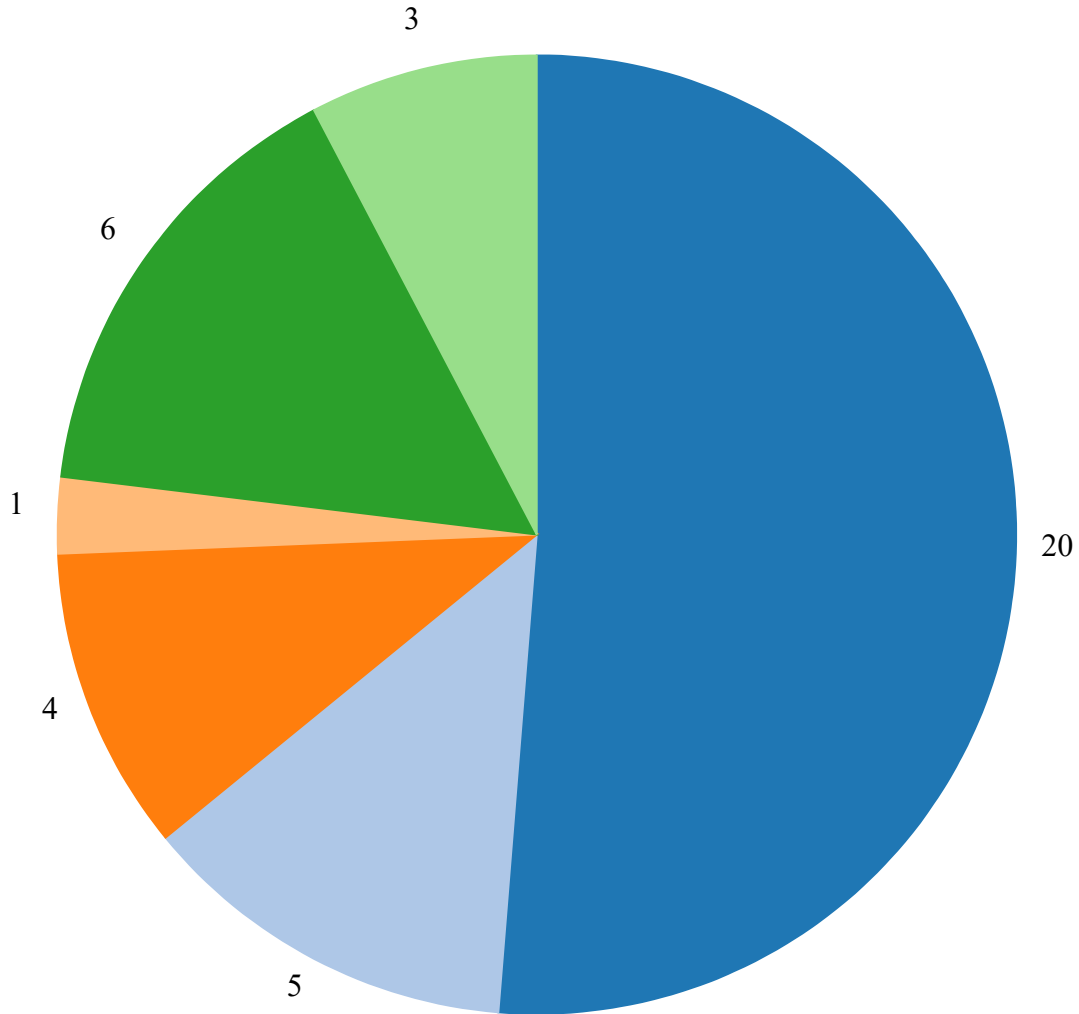
Block House MUD Compliance Report 9-18-23

Address	Created	Category	SubCategory	Stage	Status	CureDate
2701 ALEXANDER DR	8/29/2023 11:31	Rubbish and Debris	Branches	Stage 1	Open	9/9/2023 0:00
2704 ALEXANDER DR	6/6/2023 13:59	Unsanitary	Items on Driveway	Stage 2	Open	7/7/2023 0:00
2706 ALEXANDER DR	8/29/2023 11:31	Unsanitary	Items on Driveway	Stage 1	Open	9/9/2023 0:00
2714 ALEXANDER DR	9/5/2023 12:28	Vehicle Parking	Trailer	Stage 1	Open	9/16/2023 0:00
2510 ARMSTRONG DR	9/5/2023 12:31	Unsanitary	Items at Side of House	Stage 1	Open	9/16/2023 0:00
2603 ARMSTRONG DR	9/5/2023 12:32	Vehicle Parking	RV	Stage 1	Open	9/16/2023 0:00
2502 AUTREY DR	8/29/2023 11:40	Maintenance	Paint/Repair Garage Door	Stage 1	Open	9/9/2023 0:00
15013 BIG FALLS DR	9/5/2023 11:47	Unsanitary	Storage Pod	Stage 1	Open	9/16/2023 0:00
16803 BLACK KETTLE DR	7/26/2023 10:36	Rubbish and Debris	Branches	Stage 2	Open	8/26/2023 0:00
16807 BLACK KETTLE DR	9/5/2023 12:07	Unsanitary	Misc. Items, Materials, Equipment, Strewn Objects, etc.	Stage 1	Open	9/16/2023 0:00
16801 CREE LAKE CT	9/5/2023 12:09	Unsanitary	Misc. Items, Materials, Equipment, Strewn Objects, etc.	Stage 1	Open	9/16/2023 0:00
2504 CYNTHIA CT	9/5/2023 12:41	Landscaping	General Yard Maintenance	Stage 2	Open	10/6/2023 0:00
2505 CYNTHIA CT	9/5/2023 12:40	Fencing	Missing slat(s)	Stage 2	Open	10/6/2023 0:00
2507 CYNTHIA CT	9/5/2023 12:40	Maintenance	Paint/Repair Garage Door	Stage 1	Open	9/16/2023 0:00
2512 CYNTHIA CT	8/10/2023 13:16	Vehicle Parking	RV	Stage 2	Open	9/10/2023 0:00
15202 ENGLISH RIVER LOOP	8/10/2023 12:41	Unsanitary	Piles	Stage 2	Open	9/10/2023 0:00
15330 ENGLISH RIVER LOOP	8/29/2023 11:02	Rubbish and Debris	Branches	Stage 1	Open	9/9/2023 0:00
15339 ENGLISH RIVER LOOP	8/29/2023 11:03	Unsanitary	Misc. Items, Materials, Equipment, Strewn Objects, etc.	Stage 1	Open	9/9/2023 0:00
2514 JACQUELINE DR	9/5/2023 12:39	Fencing	Broken slat(s)	Stage 2	Open	10/6/2023 0:00
16401 JADESTONE DR	8/29/2023 10:40	Unsanitary	Misc. Items, Materials, Equipment, Strewn Objects, etc.	Stage 1	Open	9/9/2023 0:00
16409 JADESTONE DR	7/5/2023 12:01	Unsanitary	Items on Driveway	Stage 2	Open	8/5/2023 0:00
16521 LONE WOLF DR	9/5/2023 12:13	Rubbish and Debris	Branches	Stage 1	Open	9/16/2023 0:00
703 MILTON CV	9/5/2023 12:34	Vehicle Parking	RV	Stage 1	Open	9/16/2023 0:00
16604 MIXTLI CV	8/29/2023 10:57	Fencing	Appearance	Stage 1	Open	9/9/2023 0:00
2710 S WALKER DR	7/28/2023 10:06	Animals & Pets	Quantity	Stage 1	Open	8/8/2023 0:00
16714 SHIPSHAW RIVER DR	8/29/2023 11:09	Vehicle Parking	Trailer	Stage 1	Open	9/9/2023 0:00
16813 SHIPSHAW RIVER DR	8/29/2023 11:08	Unsanitary	Misc. Items, Materials, Equipment, Strewn Objects, etc.	Stage 1	Open	9/9/2023 0:00
16815 SHIPSHAW RIVER DR	8/29/2023 11:08	Rubbish and Debris	Branches	Stage 1	Open	9/9/2023 0:00
16300 SNELLING CV	9/5/2023 11:50	Unsanitary	Items on Driveway	Stage 1	Open	9/16/2023 0:00
14918 SNELLING DR	8/24/2023 11:10	Rubbish and Debris	Branches	Stage 1	Open	9/4/2023 0:00
14921 SNELLING DR	9/5/2023 11:51	Unsanitary	Items on Driveway	Stage 1	Open	9/16/2023 0:00
14923 SNELLING DR	8/24/2023 11:11	Fencing	Missing slat(s)	Stage 1	Open	9/4/2023 0:00
14923 SNELLING DR	8/24/2023 11:11	Rubbish and Debris	Branches	Stage 1	Open	9/4/2023 0:00
16302 SPOTTED EAGLE DR	8/10/2023 12:36	Landscaping	Weeds/Grass in Beds	Stage 2	Open	9/10/2023 0:00
16320 SPOTTED EAGLE DR	8/10/2023 12:36	Vehicle Parking	Trailer	Stage 2	Open	9/10/2023 0:00
16701 SPOTTED EAGLE DR	8/29/2023 10:58	Fencing	Appearance	Stage 1	Open	9/9/2023 0:00
16701 SPOTTED EAGLE DR	7/26/2023 10:43	Unsanitary	Items at Side of House	Stage 2	Open	8/26/2023 0:00
16737 SPOTTED EAGLE DR	9/5/2023 12:03	Trash Cans	Trash Can	Stage 1	Open	9/16/2023 0:00
16917 STOCKTON DR	8/29/2023 11:06	Maintenance	Paint/Repair Garage Door	Stage 1	Open	9/9/2023 0:00
2408 SUSAN LN	8/10/2023 13:09	Fencing	Missing slat(s)	Stage 2	Open	9/10/2023 0:00
405 SUSAN LN	8/29/2023 11:43	Rubbish and Debris	Debris - Unsanitary Material	Stage 1	Open	9/9/2023 0:00
2506 TRACY CV	8/29/2023 11:45	Vehicle Parking	Trailer	Stage 1	Open	9/9/2023 0:00
2510 TRACY CV	7/14/2023 13:32	Fencing	Appearance	Stage 2	Open	8/14/2023 0:00
2510 TRACY CV	8/24/2023 12:11	Vehicle Parking	Parking in Grass / Unauthorized Areas	Stage 1	Open	9/4/2023 0:00
2800 TUMLINSON FORT DR	9/5/2023 12:19	Unsanitary	Items on Driveway	Stage 2	Open	10/6/2023 0:00

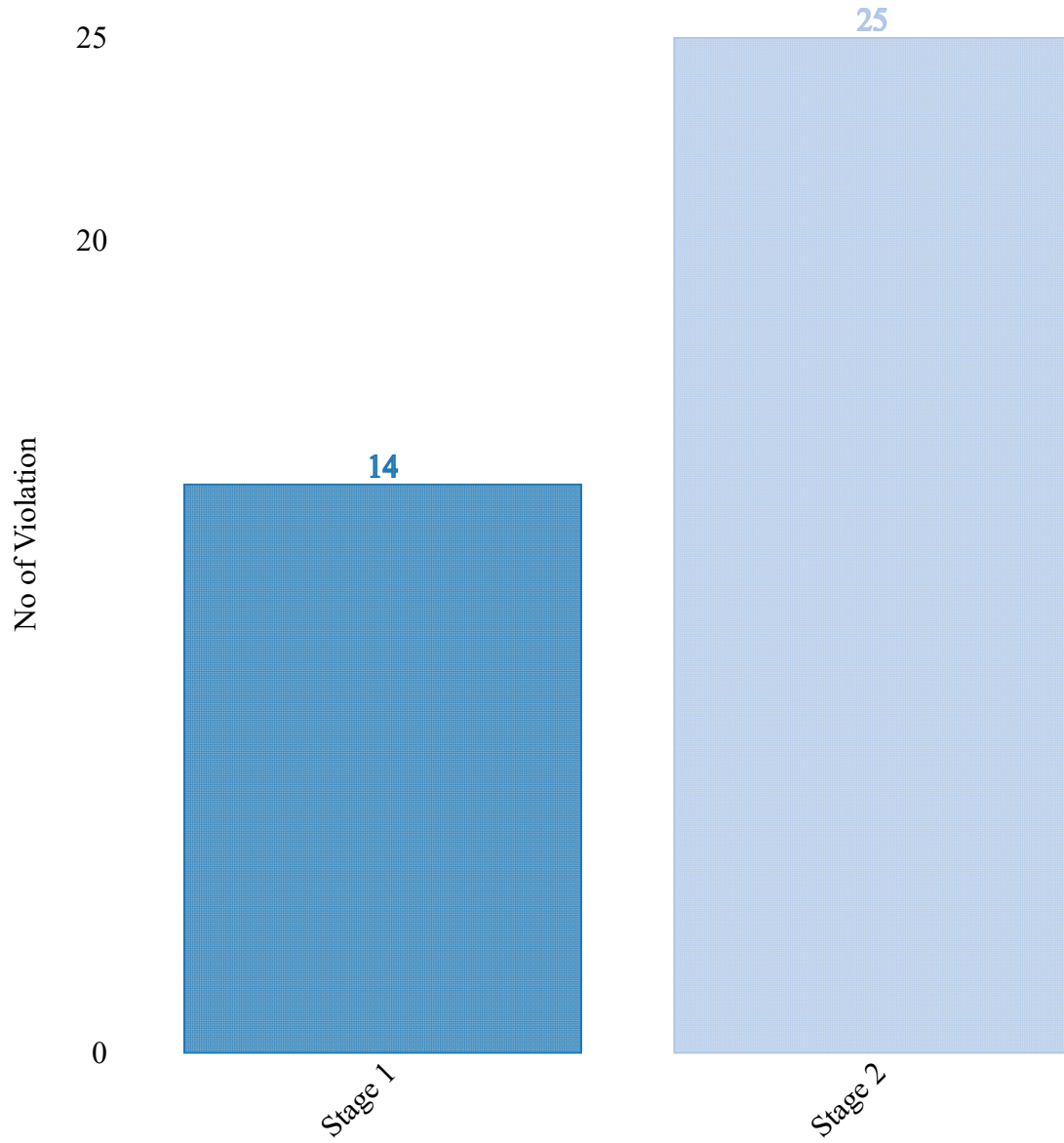
Association Name: Block House MUD
Community SnapShot Report

Violation = 39
(by Category)

● Architectural ● Landscaping ● Vehicle Parking ● Fencing ● Unsightly ● House Mainten...



Violation = 39 (by Stage)



Unique Identifier / Type of Improvement	Address	Date Received from Resident	No ACC Approval Required	Date Acknowledgment Sent to Resident	Date Sent to ACC for Review	Date Returned from ACC	Status	Follow up with Resident
pet door in garage door	15013 Big Falls Dr.	1/18/2023	x	1/18/2023	1/19/2023	1/19/2023		
rear patio cover	16737 Spotted Eagle Dr.	1/6/2023		1/19/2023	1/27/2023	1/27/2023	approved 1-27-23	Asked owner for more info before sending to ACC
shed	16609 Jadestone Dr.	10/18/2022		10/18/2022	11/2/2022	1/4/2023	approved 1-5-23	owner proved she had approval via emailed document to CAM 32-15-23
garage conversion	2607 S Walker						approved 3-27-02	owner proved she had approval via emailed document to CAM 32-15-23
extension of porch	2607 S Walker						approved 4-7-99	document to CAM 32-15-23
above ground pool, hot tub, deck gazebo, shed concrete slab and screened porch	14909 Snelling Drive	4/26/2023	approval needed for shed only	4/26/2023	4/26/2023	4/26/2023	approved 4-26-23	Asked owner for more info before sending to ACC
privacy fence extension	1604 Spotted Eagle Dr.	4/26/2023	x	4/26/2023	4/26/2023	4/26/2023		
house addition	16226 Copper Leaf Lane	5/11/2023		5/12/2023	5/12/2023	5/15/2023	approved 5-15-23	
fence relocation, wooden deck in back yard	15325 English River Loop	5/22/2023	approval needed for fence only	5/23/2023	5/23/2023	5-35-23	approved 5-25-23	
remodel	1205 Pine Portage Loop	5/23/2023		5/23/2023	5/23/2023	5/23/2023	approved 5-23-23	
garage door	14921 Snelling Drive	5/26/2023	x	5/26/2023	5/26/2023	5/26/2023		
fence	16804 Shipshaw River Drive	7/20/2023	x	7/21/2023	7/20/2023	7/21/2023		
mud room addition to house	2809 S Walker	8/18/2023		8/21/2023				
paint house brick	16521 Lone Wolf Drive	8/16/2023		8/21/2023	8-22-23 upon receipt of additional details supplied by owner	8/29/2023	approved 8-29-23	decided to take no action 8-29-23
swimming pool	16817 Black Kettle Drive	8/28/2023		8/29/2023	8/29/2023	8/29/2023	approved 9-12-23	
	2513 Cynthia Court	9/5/2023		9/6/2023	9/6/2023	9/12/2023		



MUNICIPAL ACCOUNTS
& CONSULTING, L.P.

Bookkeeper's Report | September 27, 2023

Block House Municipal Utility District



WEBSITE

www.municipalaccounts.com



ADDRESS

3755 S. Capital of TX Hwy
Austin, Texas 78704



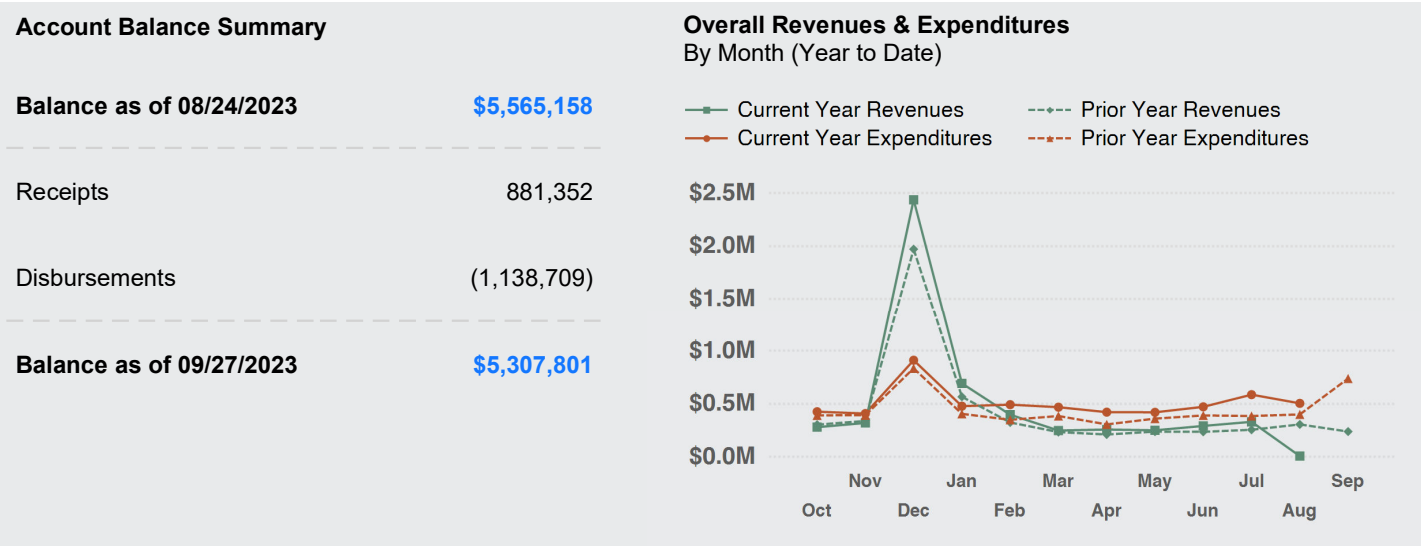
CONTACT

Phone: 512.782.2400
Fax: 512.795.9968

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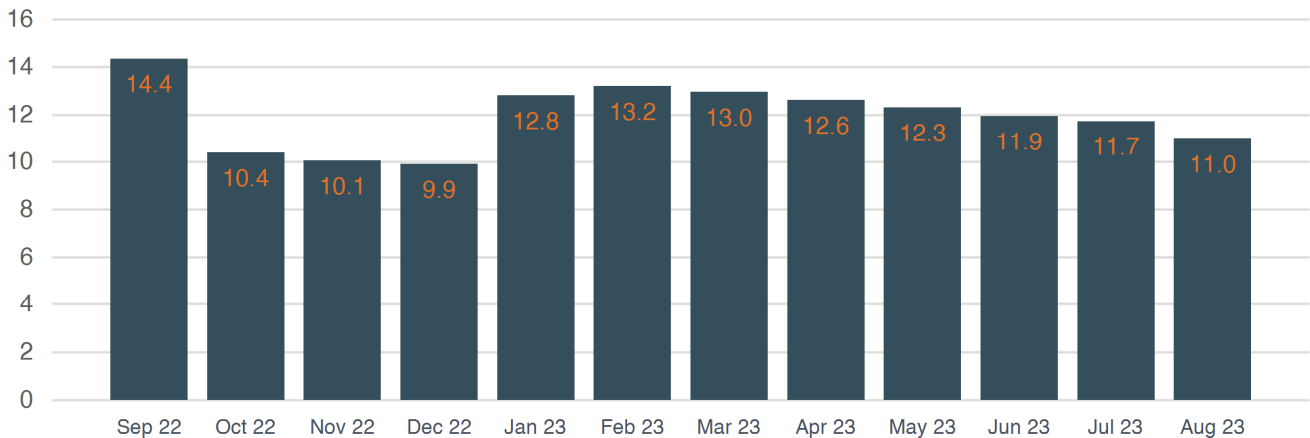
Monthly Financial Summary - General Operating Fund

Block House MUD - GOF



August 2023			October 2022 - August 2023 (Year to Date)		
Revenues			Revenues		
Actual	Budget	Over/(Under)	Actual	Budget	Over/(Under)
\$6,145	\$310,857	(\$304,712)	\$5,513,223	\$5,672,538	(\$159,315)
Expenditures			Expenditures		
Actual	Budget	Over/(Under)	Actual	Budget	Over/(Under)
\$505,003	\$485,838	\$19,165	\$5,593,749	\$5,993,601	(\$399,852)

Operating Fund Reserve Coverage Ratio (In Months)



Cash Flow Report - Checking Account

Block House MUD - GOF



Number	Name	Memo	Amount	Balance
Balance as of 08/24/2023				\$6,302.23
Receipts				
	Transfer from Texpool		5,000.00	
	Transfer from Texpool		20,000.00	
	Refund from Bank		0.05	
	Sweep from PNC		244,469.45	
	Interest Earned on Checking		40.40	
	Operator Deposit Error Refund From TCWCID		214.73	
	Quddity Check #21718 Void		5,238.75	
	Transfer from Texpool		280,000.00	
Total Receipts				\$554,963.38
Disbursements				
21924	First Citizens Visa	Credit Card Statement	(2,705.14)	
21925	Williamson County	Patrol Vehicle Usage	(7,528.00)	
21926	Trinity AV Solutions, LLC	Security Maintenance	(19,897.13)	
21927	620 Studio LLC	Website	(1,788.80)	
21928	Aqua-Tech Laboratories, Inc.	Bacteriological Testing	(197.25)	
21929	BGE, Inc.	GIS System	(8,300.00)	
21930	Block House MUD Managers Acct	Transfer to Managers Account	(40,139.25)	
21931	Christopher R. Stanfield	Board Meeting Video	(850.00)	
21932	City of Cedar Park - Fire	Fire Protection Tax	(336.57)	
21933	City of Cedar Park - W/WW	Water/Wastewater Purchase	(134,201.92)	
21934	City of Round Rock Environmental Services	Bacteriological Testing	(175.00)	
21935	Community Association Management, Inc.	Deed Restrict. Enforcement & Resident	(2,906.01)	
21936	Contigo Technology, LLC	IT Support	(1,050.00)	
21937	Crossroads Utility Services, LLC	Management & Operations	(73,680.34)	
21938	DigDug Construction LLC	Park Maintenance - Tumlinson	(6,075.00)	
21939	Gray Engineering, Inc.	Engineering Fees	(2,574.00)	
21940	Jan-Pro of Austin	Cleaning	(1,983.33)	
21941	Municipal Accounts and Consulting, LP	Bookkeeping Fees	(11,671.13)	
21942	NRW Consulting Service, Inc.	Water Distribution System Leak Survey	(10,650.00)	
21943	Osborne Pest & Turf LP	Park/Pool Maintenance	(427.00)	
21944	Premier Recreation Management Services	Lifeguard Services	(40,000.00)	
21945	Priority Landscapes, LLC	Landscaping Fees	(88,854.08)	
21946	Quiddity Engineering, LLC	MS4 Stormwater Project	(3,647.90)	
21947	Texas Disposal Systems, Inc.	Garbage Services	(64,693.27)	
21948	Trinity AV Solutions, LLC	Video Surveillance System Monthly	(1,293.47)	
21949	Armbrust & Brown, PLLC	Legal Fees	(23,204.35)	
Total Disbursements				(\$548,828.94)
Balance as of 09/27/2023				\$12,436.67

Cash Flow Report - Lockbox Account

Block House MUD - GOF



Number	Name	Memo	Amount	Balance
Balance as of 08/24/2023				\$13,405.64
Receipts				
	Accounts Receivable - PNC		226,421.70	
	Accounts Receivable - PNC		88.62	
	Accounts Receivable - PNC		35,262.53	
Total Receipts				\$261,772.85
Disbursements				
PNC	PNC	Corporate Account Analysis Charge	(259.35)	
SWEEP	PNC	Transfer to Operating	(244,469.45)	
TTECH	T-Tech, LLC	E-Check Return Charges	(10.00)	
Total Disbursements				(\$244,738.80)
Balance as of 09/27/2023				\$30,439.69

Cash Flow Report - Managers Account

Block House MUD - GOF



Number	Name	Memo	Amount	Balance
Balance as of 08/24/2023				\$30,000.00
Receipts				
	Interest Earned on Checking		0.71	
	Refund from HR&P		1.63	
	Transfer from Operating Account		40,139.25	
Total Receipts				\$40,141.59
Disbursements				
8647	1836 Realty LLC	Customer Refund	(1.77)	
8648	Brittany Petersen	Customer Refund	(40.87)	
8649	Catherine Hillin	Customer Refund	(125.60)	
8650	David Mahood	Customer Refund	(34.52)	
8651	Heather Cowart	Customer Refund	(102.35)	
8652	Ingram Lee	Customer Refund	(159.32)	
8653	Jamie Kennedy	Customer Refund	(40.35)	
8654	Jeff Sisk	Customer Refund	(100.00)	
8655	Jerimia Gates	Customer Refund	(87.01)	
8656	John McIntosh	Customer Refund	(85.95)	
8657	Kristen McCallum	Customer Refund	(123.83)	
8658	Lauren Morrison	Customer Refund	(61.18)	
8659	Matthew Graham	Customer Refund	(120.20)	
8660	Michael Nassour	Customer Refund	(31.40)	
8661	Mike Alandt	Customer Refund	(17.70)	
8662	Mitchel Alloway	Customer Refund	(69.95)	
8663	Nancy Weller	Customer Refund	(157.66)	
8664	Nicole Gillen	Customer Refund	(175.20)	
8665	Noah Smith.	Customer Refund	(71.67)	
8666	Richard Charbel	Customer Refund	(131.00)	
8667	Rob Buckallew	Customer Refund	(101.37)	
8668	Samuel Molien	Customer Refund	(104.22)	
8669	Scott Stafford	Customer Refund	(92.65)	
8670	Shawn Morris	Customer Refund	(35.78)	
8671	Shawnda Tatom	Customer Refund	(138.84)	
8672	Shelly Nir	Customer Refund	(25.60)	
8673	Stephen Cure	Customer Refund	(25.71)	
8674	Stetson Property Management	Customer Refund	(205.74)	
8675	Steven Saenz	Customer Refund	(118.43)	
8676	Tanya Lee	Customer Refund	(84.12)	
8677	Yoana Bergeson	Customer Refund	(129.13)	
8678	Williamson Central Appraisal District	Quarterly Tax Appraisal Fees	(5,820.50)	
ACH	AT&T	Telephone Expense	(2,358.45)	
ACH	Antonio L Lovato	Patrol 08/01-08/15/2023	(779.21)	
ACH	Billy R Boggs	Patrol 08/01-08/15/2023	(609.51)	

Cash Flow Report - Managers Account

Block House MUD - GOF



Number	Name	Memo	Amount	Balance
Disbursements				
ACH	Brandon T. Cantu	Patrol 08/01-08/15/2023	(997.38)	
ACH	Case Winkler	Patrol 08/01-08/15/2023	(443.28)	
ACH	Daniel L. Hippert	Patrol 08/01-08/15/2023	(554.10)	
ACH	Daniel W Riley	Patrol 08/01-08/15/2023	(443.28)	
ACH	Derrick Johnson	Patrol 08/01-08/15/2023	(2,207.23)	
ACH	Minh T Nguyen	Patrol 08/01-08/15/2023	(997.38)	
ACH	Cecilia Roberts	Fees of Office 08/11, 08/15 & 08/23	(612.27)	
ACH	Robert D. Young	Fees of Office 08/11, 08/15 & 08/23	(612.28)	
ACH	Ursula A Logan	Fees of Office 08/11, 08/15, 08/23 &	(1,428.66)	
ACH	AT&T U-verse	Telephone Expense	(374.82)	
ACH	Pedernales Electric Cooperative, Inc	Utilities	(7,405.31)	
ACH	Atmos Energy Corp	Pool Gas	(104.27)	
ACH	Antonio L Lovato	Patrol 08/16-08/31/2023	(900.41)	
ACH	Billy R Boggs	Patrol 08/16-08/31/2023	(831.15)	
ACH	Case Winkler	Patrol 08/16-08/31/2023	(443.28)	
ACH	Daniel L. Hippert	Patrol 08/16-08/31/2023	(498.69)	
ACH	Derrick Johnson	Patrol 08/16-08/31/2023	(941.97)	
ACH	John S Bartlett	Patrol 08/16-08/31/2023	(1,246.72)	
ACH	Minh T Nguyen	Patrol 08/16-08/31/2023	(1,548.31)	
ACH	AT&T	Telephone Expense	(2,333.45)	
HRP	United States Treasury	Payroll Tax	(1,615.16)	
HRP	HR&P	Payroll Processing Fees	(50.00)	
HRP	Texas Workforce Commission	Payrol Tax SUI	(3.96)	
HRP	HR&P	Payroll Processing Fees	(50.00)	
HRP	United States Treasury	Payroll Tax	(1,130.36)	
HRP	Texas Workforce Commission	Payrol Tax SUI	(1.08)	
Total Disbursements			(\$40,141.59)	
Balance as of 09/27/2023				\$30,000.00

Actual vs. Budget Comparison

Block House MUD - GOF



	August 2023			October 2022 - August 2023			Annual Budget
	Actual	Budget	Over/ (Under)	Actual	Budget	Over/ (Under)	
Revenues							
Water Revenue							
14101 Water -Customer Service Revenue	(9,071)	112,063	(121,134)	650,999	633,154	17,845	715,000
14104 Basic Service - Water	0	46,710	(46,710)	468,207	513,386	(45,178)	560,000
14105 Connection Fees	0	125	(125)	2,887	1,375	1,512	1,500
Total Water Revenue	(9,071)	158,898	(167,969)	1,122,093	1,147,915	(25,821)	1,276,500
Wastewater Revenue							
14201 Wastewater-Customer Service Rev	(9,071)	40,207	(49,278)	337,270	411,123	(73,853)	450,000
14204 Basic Service - Wastewater	0	46,710	(46,710)	468,207	513,386	(45,178)	560,000
Total Wastewater Revenue	(9,071)	86,917	(95,988)	805,477	924,509	(119,032)	1,010,000
Property Tax Revenue							
14301 Maintenance Tax Collections	1,010	5,915	(4,905)	2,285,736	2,272,335	13,401	2,272,335
14303 Property Tax Penalty & Interest	154	327	(173)	6,602	4,978	1,624	5,000
Total Property Tax Revenue	1,164	6,242	(5,078)	2,292,338	2,277,313	15,025	2,277,335
Parks & Recreation Revenue							
14601 Park Revenue	0	21,667	(21,667)	215,460	238,333	(22,873)	260,000
14604 Facility Rental	0	83	(83)	1,248	917	331	1,000
14605 Pool Contract Rental -TW & LISD	0	13,000	(13,000)	5,675	16,800	(11,125)	16,800
Total Parks & Recreation Revenue	0	34,750	(34,750)	222,383	256,050	(33,668)	277,800
Administrative Revenue							
14702 Penalties & Interest	0	48	(48)	30,062	20,000	10,062	20,000
14704 Fire Protection Tax	337	1,960	(1,623)	761,701	757,258	4,443	757,258
14706 Delinquent Tax Attorney Collect	150	167	(17)	2,487	1,833	653	2,000
Total Administrative Revenue	486	2,175	(1,688)	794,249	779,091	15,158	779,258
Interest Revenue							
14801 Interest Earned on Checking	41	42	(1)	389	458	(70)	500
14802 Interest Earned on Temp. Invest	22,594	21,667	928	228,186	238,333	(10,147)	260,000
Total Interest Revenue	22,635	21,708	927	228,575	238,792	(10,217)	260,500
Other Revenue							
15801 Miscellaneous Income	0	167	(167)	1,073	1,833	(761)	2,000
15802 Insurance Reimbursement-Damag	0	0	0	17,730	17,730	0	17,730
Total Other Revenue	0	167	(167)	18,803	19,563	(761)	19,730
Total Revenues	6,145	310,857	(304,712)	5,483,917	5,643,232	(159,315)	5,901,123

Actual vs. Budget Comparison

Block House MUD - GOF



	August 2023			October 2022 - August 2023			Annual Budget
	Actual	Budget	Over/ (Under)	Actual	Budget	Over/ (Under)	
Expenditures							
Water Service							
16102 Operations - Water	13,436	13,083	353	144,392	143,917	475	157,000
16104 Purchase Water	106,690	96,881	9,809	708,122	594,920	113,202	650,000
16110 Utility - Booster Station	2,249	1,417	832	17,023	15,583	1,440	17,000
16115 Meter Replacement	175	2,083	(1,908)	17,422	22,917	(5,495)	25,000
16116 Permit Expense - Water	0	0	0	5,205	8,000	(2,795)	8,000
16121 Storage Tank Utilities	65	42	23	452	458	(7)	500
16122 Maintenance & Repairs- Water/BS	12,312	25,000	(12,688)	52,656	275,000	(222,344)	300,000
16123 Leak Detection	11,595	500	11,095	16,929	5,500	11,429	6,000
Total Water Service	146,521	139,006	7,515	962,199	1,066,295	(104,096)	1,163,500
Wastewater Service							
16202 Operations - Wastewater	12,946	13,083	(137)	142,989	143,917	(928)	157,000
16204 Purchase Wastewater Service	27,512	27,500	12	300,935	302,500	(1,565)	330,000
16205 Maint & Repairs - Wastewater	8,269	3,333	4,936	32,831	36,667	(3,835)	40,000
16211 Utilities - Lift Station	62	100	(38)	940	1,100	(160)	1,200
Total Wastewater Service	48,790	44,017	4,773	477,695	484,183	(6,488)	528,200
Garbage Service							
16301 Garbage Expense	63,766	64,167	(400)	702,322	705,833	(3,511)	770,000
Total Garbage Service	63,766	64,167	(400)	702,322	705,833	(3,511)	770,000
Storm Water Quality							
16406 Trails Access Project (MS4)	0	1,250	(1,250)	0	13,750	(13,750)	15,000
16407 MS4-Stormwater Program	0	3,000	(3,000)	18,720	33,000	(14,280)	36,000
Total Storm Water Quality	0	4,250	(4,250)	18,720	46,750	(28,030)	51,000
Parks & Recreation Service							
16602 Landscape Maintenance	51,162	37,917	13,246	454,164	417,083	37,081	455,000
16605 Pool Maintenance	25,075	12,750	12,325	113,353	140,250	(26,897)	153,000
16607 Chemicals - Pool	0	2,083	(2,083)	33,196	22,917	10,279	25,000
16608 Utilities - Park	4,802	3,667	1,136	34,419	40,333	(5,915)	44,000
16609 Utilities - Pool	463	500	(37)	4,509	5,500	(991)	6,000
16610 Electrical/Light Utility (PEC)	0	1,250	(1,250)	12,524	13,750	(1,226)	15,000
16611 Utilities - Pool Gas	104	1,000	(896)	8,282	11,000	(2,718)	12,000
16612 Supplies & Phone - Pool	2,498	2,083	414	22,384	22,917	(533)	25,000
16613 Fence Maintenance	440	4,583	(4,143)	31,493	50,417	(18,924)	55,000
16615 Park & Walker House Maintenance	862	4,167	(3,305)	46,583	45,833	750	50,000
16616 Park Administration/Cleaning	1,983	2,083	(100)	21,817	22,917	(1,100)	25,000
16617 Park Equipment Maintenance	6,075	1,250	4,825	16,692	13,750	2,942	15,000
16618 Storm Cleanup	12,467	13,000	(533)	334,855	360,410	(25,555)	360,410
16619 Pool Cleaning	0	2,917	(2,917)	17,705	32,083	(14,378)	35,000

Actual vs. Budget Comparison

Block House MUD - GOF



	August 2023			October 2022 - August 2023			Annual Budget
	Actual	Budget	Over/ (Under)	Actual	Budget	Over/ (Under)	
Expenditures							
Parks & Recreation Service							
16620 BMX Track Reconstruction	0	0	0	2,930	5,000	(2,070)	5,000
16621 Special Pool Programs	0	417	(417)	0	4,583	(4,583)	5,000
16622 Mgmt/Lifeguards	40,000	37,116	2,884	326,363	408,281	(81,918)	445,397
16623 District Signage - Outdoor	0	208	(208)	1,131	2,292	(1,161)	2,500
16625 Pool & Park Tag System	0	0	0	0	0	0	6,400
16626 Apache Pool Maintenance	8,568	10,000	(1,432)	44,919	66,000	(21,081)	80,000
16629 Disc Golf	0	0	0	0	4,000	(4,000)	4,000
Total Parks & Recreation Service	154,500	136,991	17,509	1,527,318	1,689,316	(161,998)	1,823,707
Administrative Service							
16701 Administraive Expenses	0	417	(417)	0	4,583	(4,583)	5,000
16703 Legal Fees	20,293	20,833	(541)	216,548	229,167	(12,619)	250,000
16705 Auditing Fees	0	0	0	18,750	18,750	0	18,750
16706 Engineering Fees	2,479	2,500	(21)	21,144	27,500	(6,356)	30,000
16707 Engineering Fees - Special	40	1,250	(1,210)	8,325	13,750	(5,425)	15,000
16708 Financial Advisor Fees	0	0	0	2,810	3,000	(190)	3,000
16709 Election Expense	0	0	0	6,210	10,000	(3,790)	10,000
16710 Website Hosting	1,451	2,083	(632)	19,535	22,917	(3,382)	25,000
16712 Bookkeeping Fees	11,417	9,456	1,961	104,075	94,557	9,518	105,000
16714 Printing & Office Supplies	185	833	(648)	7,282	9,167	(1,885)	10,000
16715 Filing Fees	0	42	(42)	0	458	(458)	500
16716 Delivery Expense	643	2,500	(1,857)	3,110	27,500	(24,390)	30,000
16717 Postage	1,352	2,083	(731)	15,419	22,917	(7,498)	25,000
16718 Insurance & Surety Bond	0	0	0	23,063	25,000	(1,937)	25,000
16720 Dues & Subscriptions	0	0	0	149	0	149	0
16721 Meeting Expense	0	0	0	191	0	191	0
16722 Bank Service Charge	269	417	(147)	3,992	4,583	(592)	5,000
16723 Travel Expense	16	83	(68)	1,049	917	132	1,000
16724 Publication Expense (SB 622)	504	0	504	2,484	2,500	(16)	2,500
16725 Tax Assessor/Appraisal	0	0	0	23,297	18,750	4,547	25,000
16726 Delinquent Tax Attorney Fee	150	167	(17)	2,487	1,833	653	2,000
16728 Record Storage Fees	164	0	164	2,029	0	2,029	0
16731 Arbitrage Analysis	0	0	0	500	500	0	500
16734 District Management Fees	23,818	18,500	5,318	169,773	203,500	(33,727)	222,000
16735 Telephone Expense (TC Tech)	0	33	(33)	0	367	(367)	400
16737 Legal Fees - PIRs	0	833	(833)	6,216	9,167	(2,951)	10,000
16738 Legal Fees - Restrictive Cov	1,630	2,500	(870)	14,133	27,500	(13,367)	30,000
16739 Rate Analysis	0	0	0	23,363	25,000	(1,638)	25,000
16740 Seminar Expense	0	0	0	6,028	5,000	1,028	5,000
16741 Communications	0	1,250	(1,250)	8,263	13,750	(5,488)	15,000

Actual vs. Budget Comparison

Block House MUD - GOF



	August 2023			October 2022 - August 2023			Annual Budget
	Actual	Budget	Over/ (Under)	Actual	Budget	Over/ (Under)	
Expenditures							
Administrative Service							
16742 Printing & Publicity	1	208	(207)	25	2,292	(2,266)	2,500
16743 Restrictive Covenants	2,700	2,917	(217)	28,000	32,083	(4,083)	35,000
16744 IT Maintenance & Cyber Security	1,900	2,083	(183)	21,723	22,917	(1,194)	25,000
16745 Parks Master Plan	0	4,583	(4,583)	52,983	50,417	2,566	55,000
Total Administrative Service	69,010	75,573	(6,562)	812,952	930,340	(117,388)	1,013,150
Security Service							
16801 Patrol Service	13,829	11,250	2,579	134,132	123,750	10,382	135,000
16803 Surveillance/Security Maint.	0	3,333	(3,333)	25,771	36,667	(10,896)	40,000
16804 Surv/Security Mnth(Trinity)	1,293	1,458	(165)	13,496	16,042	(2,545)	17,500
Total Security Service	15,122	16,042	(920)	173,400	176,458	(3,059)	192,500
Fire Service							
16901 Fire Protection	337	1,960	(1,623)	761,701	757,258	4,443	757,258
Total Fire Service	337	1,960	(1,623)	761,701	757,258	4,443	757,258
Payroll Expense							
17101 Payroll Expenses	4,655	1,250	3,405	15,405	13,750	1,655	15,000
17103 Payroll Tax Expense	1,254	917	338	7,908	10,083	(2,175)	11,000
Total Payroll Expense	5,910	2,167	3,743	23,314	23,833	(520)	26,000
Facilities							
17408 Facility Maintenance (HVAC)	0	833	(833)	0	9,167	(9,167)	10,000
Total Facilities	0	833	(833)	0	9,167	(9,167)	10,000
Other Expense							
17802 Miscellaneous Expense	0	0	0	179	0	179	0
17805 Other Office Expenses	55	833	(778)	4,429	9,167	(4,737)	10,000
17806 District Functions	992	0	992	12,572	5,000	7,572	5,000
Total Other Expense	1,047	833	214	17,180	14,167	3,013	15,000
Total Expenditures	505,003	485,838	19,165	5,476,802	5,903,601	(426,799)	6,350,315
Total Revenues (Expenditures)	(498,859)	(174,981)	(323,877)	7,115	(260,369)	267,484	(449,192)
Other Revenues							
Extra Ordinary Revenue							
15901 Assigned Surplus	0	0	0	0	0	0	760,646
15902 Transfer From Surplus/Capital	0	0	0	29,306	29,306	0	29,306
Total Extra Ordinary Revenue	0	0	0	29,306	29,306	0	789,952

Actual vs. Budget Comparison

Block House MUD - GOF



	August 2023			October 2022 - August 2023			Annual Budget
	Actual	Budget	Over/ (Under)	Actual	Budget	Over/ (Under)	
Total Other Revenues	0	0	0	29,306	29,306	0	789,952
Other Expenditures							
Capital Outlay							
17901 Capital Outlay	0	0	0	69,429	38,000	31,429	71,760
17907 Walker House Improve/Rehab	0	0	0	28,788	27,000	1,788	27,000
17909 Right-of-Way Improvements	0	0	0	0	0	0	82,000
17912 Courts Resurfacing	0	0	0	0	5,000	(5,000)	5,000
17913 Tumlinson Pool Project	0	0	0	18,730	20,000	(1,270)	20,000
17995 BGE Spyglass Asset Management	0	0	0	0	0	0	135,000
Total Capital Outlay	0	0	0	116,947	90,000	26,947	340,760
Total Other Expenditures	0	0	0	116,947	90,000	26,947	340,760
Total Other Revenues (Expenditures)	0	0	0	(87,641)	(60,694)	(26,947)	449,192
Excess Revenues (Expenditures)	(498,859)	(174,981)	(323,877)	(80,526)	(321,063)	240,537	0

Balance Sheet as of 08/31/2023

Block House MUD - GOF



Assets

Bank

11101 Cash in Bank	\$251,135
11102 Lockbox	30,440
11104 Managers	16,290

Total Bank

\$297,865

Investments

11201 Time Deposits	\$5,513,045
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Total Investments

\$5,513,045

Receivables

11301 Accounts Receivable	\$237,589
11303 Maintenance Tax Receivable	37,355
11305 Accrued Interest	10,428
11307 Due From Bank	35
11309 Due From Operator	812

Total Receivables

\$286,218

Interfund Receivables

11401 Due From Capital Projects	\$41,119
11402 Due From Debt Service	1,880

Total Interfund Receivables

\$42,999

Total Assets

\$6,140,127

Liabilities & Equity

Liabilities

Accounts Payable

12101 Accounts Payable	\$411,656
12102 Payroll Liabilities	2,296
12105 Payroll Liability - SUI	159
12107 Accrued Payroll	4,958

Total Accounts Payable

\$419,069

Other Current Liabilities

12202 Due To TCEQ	\$7,693
12205 Due To Others	5,618

Total Other Current Liabilities

\$13,310

Deferrals

12502 Deferred Inflows Property Tax	\$37,355
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Total Deferrals

\$37,355

Deposits

12601 Customer Meter Deposits	\$349,183
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Total Deposits

\$349,183

Total Liabilities

\$818,918

Balance Sheet as of 08/31/2023

Block House MUD - GOF



Liabilities & Equity

Equity

Unassigned Fund Balance

13101 Unassigned Fund Balance

\$5,401,735

Total Unassigned Fund Balance

\$5,401,735

Net Income

(\$80,526)

Total Equity

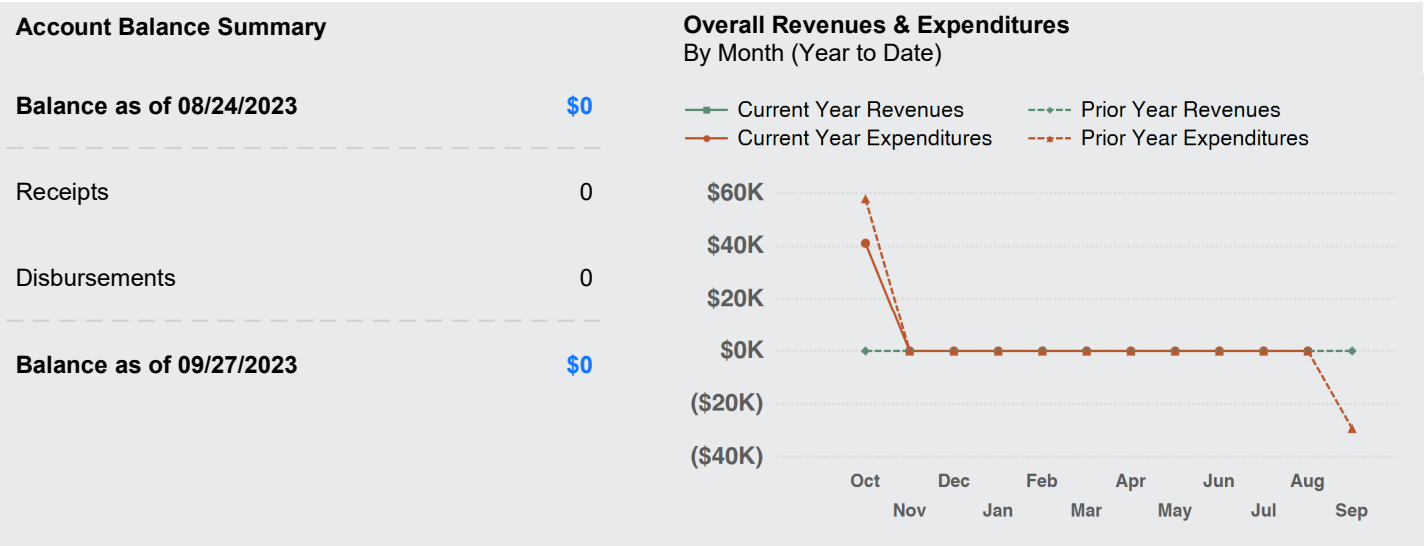
\$5,321,209

Total Liabilities & Equity

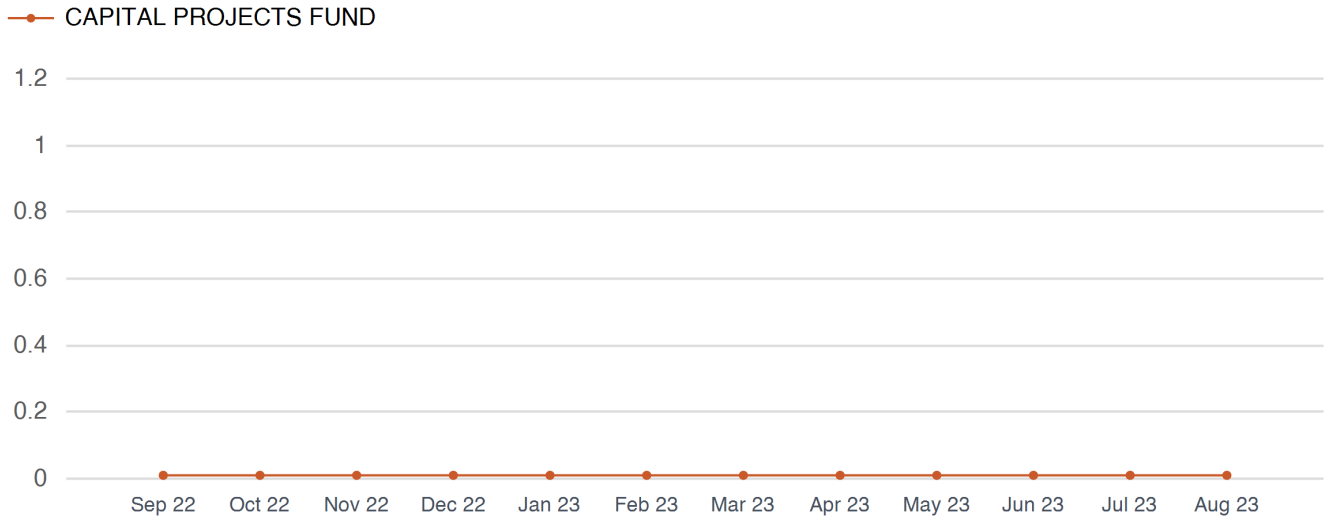
\$6,140,127

Monthly Financial Summary - Capital Projects Fund

Block House MUD - CPF



Account Balance By Month | September 2022 - August 2023



Cash Flow Report - Checking Account

Block House MUD - CPF



Number	Name	Memo	Amount	Balance
Balance as of 08/24/2023				\$0.01
Receipts				
	No Receipts Activity		0.00	
Total Receipts				\$0.00
Disbursements				
	No Disbursements Activity		0.00	
Total Disbursements				\$0.00
Balance as of 09/27/2023				\$0.01

District Debt Summary as of 09/27/2023

Block House MUD - DSF



		WATER, SEWER, DRAINAGE	PARK/ROAD/OTHER	REFUNDING
Total \$ Authorized		Authorized	Authorized	Authorized
\$37.48M		\$34.33M	\$3.15M	\$25.50M
Total \$ Issued		Issued	Issued	Issued
\$25.81M		\$25.81M	N/A	\$1.49M
Yrs to Mat	Rating	\$ Available To Issue	\$ Available To Issue	\$ Available To Issue
3	AA	\$8.52M	\$3.15M	\$24.01M

*Actual 'Outstanding' Refunding Bonds issued below may differ from the 'Issued' total above pursuant to Chapter 1207, Texas Government Code.

Outstanding Debt Breakdown

Series Issued	Original Bonds Issued	Maturity Date	Principal Outstanding
2020 - Refunding	\$3,310,000	2027	\$3,310,000
2016 - Refunding	\$5,800,000	2026	\$2,005,000
Total	\$9,110,000		\$5,315,000

District Debt Schedule

Block House MUD - DSF



Paying Agent	Series	Principal	Interest	Total
UMB	2020 - Refunding	\$0.00	\$66,200.00	\$66,200.00
UMB	2016 - Refunding	\$0.00	\$30,075.00	\$30,075.00
Total Due 10/01/2023		\$0.00	\$96,275.00	\$96,275.00

Paying Agent	Series	Principal	Interest	Total
UMB	2020 - Refunding	\$355,000.00	\$66,200.00	\$421,200.00
UMB	2016 - Refunding	\$865,000.00	\$30,075.00	\$895,075.00
Total Due 04/01/2024		\$1,220,000.00	\$96,275.00	\$1,316,275.00

Investment Profile as of 09/27/2023

Block House MUD



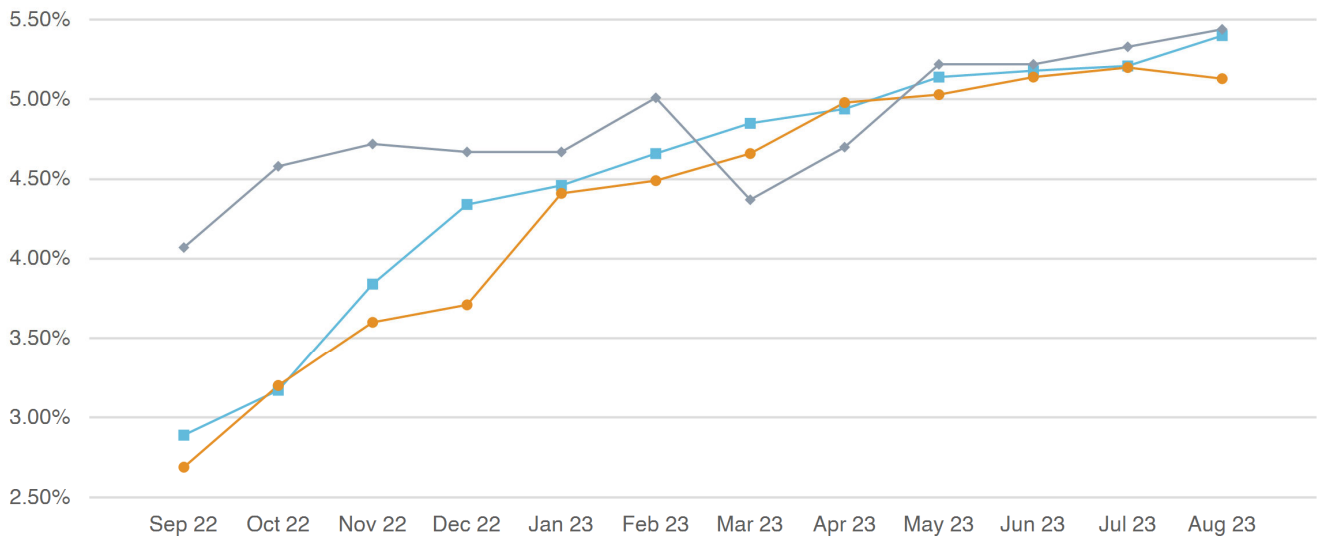
General Operating Fund	Capital Projects Fund	Debt Service Fund	Other Funds
Funds Available to Invest \$5,307,801	Funds Available to Invest \$0	Funds Available to Invest \$573,703	Funds Available to Invest N/A
Funds Invested \$5,234,925	Funds Invested \$0	Funds Invested \$573,703	Funds Invested N/A
Percent Invested 99 %	Percent Invested 0 %	Percent Invested 100 %	Percent Invested N/A

Term	Money Market	Term	Certificate of Deposit	Term	U.S. Treasuries
On Demand	5.42 %	180 Days	5.19 %	180 Days	5.52 %
		270 Days	5.21 %	270 Days	5.52 %
		1 Yr	5.15 %	1 Yr	5.44 %
		13 Mo	5.15 %	13 Mo	N/A
		18 Mo	4.62 %	18 Mo	5.44 %
		2 Yr	2.83 %	2 Yr	5.06 %

*Rates are based on the most current quoted rates and are subject to change daily.

Investment Rates Over Time (By Month) | September 2022 - August 2023

—■— MONEY MARKET —●— CD-1 YEAR —◆— U.S. TREASURIES-1 Year



Account Balance as of 09/27/2023

Block House MUD - Investment Detail



FUND: General Operating

Financial Institution (Acct Number)	Issue Date	Maturity Date	Interest Rate	Account Balance	Notes
Certificates of Deposit					
INDEPENDENT BANK (XXXX1533)	10/19/2022	10/19/2023	3.50 %	240,000.00	
VERITEX COMMUNITY BANK (XXXX4324)	12/28/2022	12/28/2023	4.24 %	235,000.00	
FRONTIER BANK (XXXX1888)	07/26/2023	07/24/2024	5.00 %	235,000.00	
Money Market Funds					
TEXPOOL (XXXX0001)	12/01/2008		5.31 %	4,149,014.26	
TEXPOOL (XXXX0005)	07/07/2017		5.31 %	375,910.57	Special Projects
Checking Account(s)					
FIRST CITIZENS BANK-CKING (XXXX1568)			0.05 %	30,000.00	Managers
FIRST CITIZENS BANK-CKING (XXXX1592)			0.10 %	12,436.67	Checking Account
PNC (XXXX5128)			0.00 %	30,439.69	Lockbox
Totals for General Operating Fund				\$5,307,801.19	

FUND: Capital Projects

Financial Institution (Acct Number)	Issue Date	Maturity Date	Interest Rate	Account Balance	Notes
Checking Account(s)					
FIRST CITIZENS BANK-CKING (XXXX0952)			0.05 %	0.01	Checking Account
Totals for Capital Projects Fund				\$.01	

FUND: Debt Service

Financial Institution (Acct Number)	Issue Date	Maturity Date	Interest Rate	Account Balance	Notes
Money Market Funds					
TEXPOOL (XXXX0003)	12/01/2008		5.31 %	573,703.46	
Totals for Debt Service Fund				\$573,703.46	

Grand Total for Block House MUD :

\$5,881,504.66

BLOCK HOUSE MUD
ANALYSIS OF TAX COLLECTIONS FOR RECONCILIATION

PERCENTAGE	TAX YEAR 2022				TAX YEAR 2021				GRAND TOTAL			
	DS 31.61%	MT 51.30%	FIRE 17.09%	TOTAL 2022	DS 35.36%	MT 46.33%	FIRE 18.31%	TOTAL 2021	DEBT SERV	O&M W/O FIRE	FIRE	TOTAL
PY BALANCE					4,142.77	5,428.28	2,145.87	11,716.92	20,324.87	21,883.08	9,020.63	51,228.58
TAX LEVY	1,423,414.04	2,309,549.02	769,394.54	4,502,357.60	0.00	0.00	0.00	0.00	1,423,414.04	2,309,549.02	769,394.54	4,502,357.60
COLLECTIONS:												
Oct-22												
TAXES	8,942.97	14,510.34	4,833.92	28,287.23	788.17	1,032.74	408.26	2,229.17	9,731.14	15,543.08	5,242.18	30,516.40
PENALTY	0.00	0.00	0.00	0.00	153.98	201.77	79.76	435.51	153.98	201.77	79.76	435.51
									9,885.12	15,744.85	5,321.94	30,951.91
Nov-22												
TAXES	48,479.88	78,660.64	26,204.72	153,345.24	195.88	256.66	101.46	554.00	48,675.76	78,917.30	26,306.18	153,899.24
PENALTY	0.00	0.00	0.00	0.00	40.59	53.19	21.03	114.81	40.59	53.19	21.03	114.81
									48,716.35	78,970.49	26,327.21	154,014.05
Dec-22												
TAXES	1,022,819.38	1,659,567.37	552,862.09	3,235,248.84	(4.37)	(5.73)	(2.26)	(12.36)	1,022,785.16	1,659,528.80	552,844.97	3,235,158.93
PENALTY	0.00	0.00	0.00	0.00	19.66	25.76	10.18	55.60	19.66	25.76	10.18	55.60
									1,022,804.82	1,659,554.56	552,855.15	3,235,214.53
Jan-23												
TAXES	217,340.34	352,643.82	117,478.45	687,462.61	(128.04)	(167.77)	(66.33)	(362.14)	217,139.17	352,395.60	117,375.70	686,910.47
PENALTY	0.00	0.00	0.00	0.00	8.94	11.71	4.63	25.28	8.94	11.71	4.63	25.28
									217,148.11	352,407.31	117,380.33	686,935.75
Feb-23												
TAXES	81,102.00	131,591.40	43,837.87	256,531.27	167.52	219.50	86.78	473.80	81,269.52	131,810.90	43,924.65	257,005.07
PENALTY	451.19	732.07	243.87	1,427.13	40.41	52.95	20.94	114.30	491.60	785.02	264.81	1,541.43
									81,761.12	132,595.92	44,189.46	258,546.50
Mar-23												
TAXES	12,649.58	20,524.47	6,837.44	40,011.49	(28.01)	(36.70)	(14.51)	(79.22)	12,606.94	20,471.68	6,815.65	39,894.27
PENALTY	715.56	1,161.02	386.78	2,263.36	0.00	0.00	0.00	0.00	715.56	1,161.02	386.78	2,263.36
									13,322.50	21,632.70	7,202.43	42,157.63
April-23												
TAXES	2,232.73	3,622.70	1,206.85	7,062.28	496.91	651.11	257.39	1,405.41	5,136.28	7,095.02	2,571.96	14,803.26
PENALTY	93.83	152.24	50.71	296.78	35.92	47.07	18.61	101.60	580.05	723.19	272.61	1,575.85
									5,716.33	7,818.21	2,844.57	16,379.11
May-23												
TAXES	4,170.41	6,766.67	2,254.23	13,191.31	(135.67)	(177.77)	(70.27)	(383.71)	4,020.11	6,572.81	2,176.68	12,769.60
PENALTY	282.28	458.01	152.57	892.86	0.00	0.00	0.00	0.00	282.28	458.01	152.57	892.86
									4,302.39	7,030.82	2,329.25	13,662.46
June-23												
TAXES	4,038.11	6,552.00	2,182.70	12,772.81	(138.27)	(181.17)	(71.62)	(391.06)	3,899.84	6,370.83	2,111.08	12,381.75
PENALTY	500.26	811.69	270.41	1,582.36	0.00	0.00	0.00	0.00	500.26	811.69	270.41	1,582.36
									4,400.10	7,182.52	2,381.49	13,964.11
Jul-23												
TAXES	3,814.29	6,188.85	2,061.74	12,064.88	(84.61)	(110.86)	(43.83)	(239.30)	3,681.64	6,019.69	1,995.18	11,696.51
PENALTY	355.19	576.31	191.99	1,123.49	(2.49)	(3.26)	(1.28)	(7.03)	346.58	565.69	187.84	1,100.11
									4,028.22	6,585.38	2,183.02	12,796.62
Aug-23												
TAXES	622.66	1,010.29	336.57	1,969.52	0.00	0.00	0.00	0.00	622.66	1,010.29	336.57	1,969.52
PENALTY	71.19	115.50	38.48	225.17	0.00	0.00	0.00	0.00	71.19	115.50	38.48	225.17
									693.85	1,125.79	375.05	2,194.69
Sep-23												
TAXES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PENALTY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
									0.00	0.00	0.00	0.00
TOTALS	1,408,681.85	2,285,645.39	761,431.39	4,455,758.63	1,426.52	1,869.20	738.94	4,034.66				
TAXES	1,406,212.35	2,281,638.55	760,096.58	4,447,947.48	1,129.51	1,480.01	585.07	3,194.59	1,409,568.22	2,285,736.00	761,700.80	4,457,005.02
PENALTY	2,469.50	4,006.84	1,334.81	7,811.15	297.01	389.19	153.87	840.07	3,210.69	4,912.55	1,689.10	9,812.34
TOTALS	1,408,681.85	2,285,645.39	761,431.39	4,455,758.63	1,426.52	1,869.20	738.94	4,034.66	1,412,778.91	2,290,648.55	763,389.90	4,466,817.36
ADJUSTMENTS	(10,799.68)	(17,522.93)	(5,837.53)	(34,160.14)	(760.95)	(997.08)	(394.16)	(2,152.19)	(11,757.35)	(18,730.89)	(6,324.83)	(36,813.07)
TAX RECEIVABLE @ 08/31/23	6,402.00	10,387.52	3,460.46	20,249.98	2,252.30	2,951.19	1,166.65	6,370.14	22,413.31	26,965.20	10,389.58	59,768.09
				99.55%						37,354.78		
CURRENT	6,402.00	13,847.98			2,252.30	4,117.84						
TAX RATES	0.208500	0.338300	0.112700	0.65950	0.247500	0.324300	0.128200	0.70000				
				2022				2021				

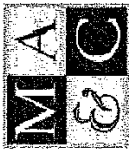
Cash Flow Forecast

Block House MUD

	9/30/2023	9/30/2024	9/30/2025	9/30/2026	9/30/2027
Assessed Value	\$675,387,044	\$675,387,044	\$675,387,044	\$675,387,044	\$675,387,044
Maintenance Tax Rate	\$0.3383	\$0.3243	\$0.3243	\$0.3243	\$0.3243
Maintenance Tax	\$2,239,138	\$2,146,475	\$2,146,475	\$2,146,475	\$2,146,475
% Change in Revenue	3.00%	3.00%	3.00%	3.00%	3.00%
% Change in Expenses	5.00%	5.00%	5.00%	5.00%	5.00%
Beginning Cash Balance 10-01-2022	\$5,940,753	\$4,950,391	\$4,441,598	\$3,731,555	\$2,808,143
Revenues					
Maintenance Tax	\$2,239,138	\$2,146,475	\$2,146,475	\$2,146,475	\$2,146,475
Water Revenue	715,000	736,450	758,544	781,300	804,739
Sewer Revenue	450,000	463,500	477,405	491,727	506,479
Basic Service	1,120,000	1,153,600	1,188,208	1,223,854	1,260,570
Interest Earned	25,400	26,162	26,947	27,755	28,588
Additional Revenue	1,014,238	1,044,665	1,076,005	1,108,286	1,141,534
Total Revenues	\$5,563,776	\$5,570,852	\$5,673,583	\$5,779,397	\$5,888,384
Expenses					
Water Expenses	\$1,185,000	\$1,244,250	\$1,306,463	\$1,371,786	\$1,440,375
Wastewater Expenses	521,500	547,575	574,954	\$603,701	\$633,887
Park & Pool Expenses	864,000	907,200	952,560	\$1,000,188	\$1,050,197
Landscaping Expenses	400,000	420,000	441,000	\$463,050	\$486,203
Administrative Expenses	1,126,200	1,182,510	1,241,636	\$1,303,717	\$1,368,903
Solid Waste Expenses	682,000	716,100	751,905	\$789,500	\$828,975
Other Expenses	1,011,438	1,062,010	1,115,110	1,170,866	1,229,409
Total Expenses	\$6,172,138	\$6,079,645	\$6,383,627	\$6,702,809	\$7,037,949
Net Surplus	(\$608,362)	(\$508,793)	(\$710,044)	(\$923,412)	(\$1,149,565)
Special Projects					
District Functions	\$20,000	\$0	\$0	\$0	\$0
Leak Detection	5,000	0	0	0	0
Meter Replacement	20,000	0	0	0	0
Trails Project	15,000	0	0	0	0
Parks Master Plan	8,000	0	0	0	0
Pool & Park Tag Sysytem	50,000	0	0	0	0
BMX Track Reconstruction	5,000	0	0	0	0
Court Resurfacing	5,000	0	0	0	0
Disc Golf	4,000	0	0	0	0
Right-of-Way-Improvements	250,000	0	0	0	0
	\$382,000	\$0	\$0	\$0	\$0
Ending Cash Balance	\$4,950,391	\$4,441,598	\$3,731,555	\$2,808,143	\$1,658,578
Operating Reserve % of Exp	75.53%	73.06%	58.46%	41.90%	23.57%
(Ideal is at least 100%)					
Number of Months	9	9	7	5	3

**Block House MUD
Electricity Expense Consolidated**

Address	Facility	Category	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Total
Block House MUD Consolidation		Amount	\$ 6,513.04	\$ 5,968.84	\$ 5,951.07	\$ 6,016.17	\$ 5,316.07	\$ 6,058.47	\$ 5,757.66	\$ 5,977.25	\$ 5,744.14	\$ 6,122.08	\$ 7,360.45	\$ 7,405.51	\$ 74,990.48



MUNICIPAL ACCOUNTS
& CONSULTING, L.P.

Block House Municipal Utility District Quarterly Investment Inventory Report Period Ending June 30, 2023

BOARD OF DIRECTORS
Block House Municipal
Utility District

Attached is the Quarterly Investment Inventory Report for the
Period ending June 30, 2023.

This report and the District's investment portfolio are in compliance with the
investment strategies expressed in the District's investment policy, and the
Public Funds Investment Act.

I, hereby certify that, pursuant to Senate Bill 253 and in connection with the
preparation of the investment report, I have reviewed the divestment lists
prepared and maintained by the Texas Comptroller of Public Accounts, and the
District does not own direct or indirect holdings in any companies identified on such lists.

Mark M. Burton
(Investment Officer)

Ghia Lewis
(Investment Officer)

COMPLIANCE TRAINING

HB 675 states the Investment Officer must attend at least one training seminar for (6) six hours
Within twelve months of taking office and requires at least (4) four hours training within each (2)
two year period thereafter.

INVESTMENT OFFICERS

Mark M. Burton

Ghia Lewis

CURRENT TRAINING

November 5, 2013 (Texpool Academy 10 Hours)
November 27, 2015 (Texpool Academy 10 Hours)
December 26, 2017 (Texpool Academy 10 Hours)
January 9, 2020 (TexPool Academy 12 Hours)
December 31, 2021 (Texpool Academy 10 Hours)
November 7, 2013 (Texpool Academy 10 Hours)
November 5, 2015 (Texpool Academy 10 Hours)
November 6, 2017 (Texpool Academy 10 Hours)
November 5, 2019 (Texpool Academy 10 Hours)
December 28, 2021 (Texpool Academy 10 Hours)

Block House MUD
Summary of Money Market Funds
 04/01/2023 - 06/30/2023

Fund: Operating		Financial Institution: TEXFOOL		Date Opened: 12/01/2008		Current Interest Rate: 5.09%		Description	
Date	Description	Begin Balance	Cash Added	Cash Withdrawn	Int. Earned	End Balance			
04/01/2023		5,515,619.22							
04/26/2023	TAX TRF		28,835.13						
04/26/2023	TRF TO CHECKING			(172,000.00)					
04/27/2023	TRF TO CHECKING			(20,000.00)					
04/30/2023					21,497.81				
05/24/2023	TAX TRF		10,662.78						
05/24/2023	TRF TO CHECKING			(210,000.00)					
05/25/2023	TRF TO CHECKING			(35,000.00)					
05/31/2023					22,545.46				
06/28/2023	TAX TRF		9,360.07						
06/28/2023	TRF TO CHECKING			(210,000.00)					
06/30/2023					21,166.04				
Totals for Account XXXX0001:		\$5,515,619.22	\$48,857.98	(\$647,000.00)	\$65,209.31	\$4,982,686.51			
Totals for Account XXXX0005:		\$568,039.88							
Totals for Operating Fund:		\$5,883,659.10	\$48,857.98	(\$647,000.00)	\$69,772.48	\$5,355,289.56			

Methods Used For Reporting Market Value

Certificates of Deposit: Price Value Plus Accrued Interest
 Securities/Direct Government Obligations: Market Value Quoted by the Seller of the Security and Confirmed in Writing
 Public Fund Investment Pool/MSL Accounts: Balance = Book Value = Current Market

Block House MUD
Summary of Money Market Funds
 04/01/2023 - 06/30/2023

Fund: Debt Service		Financial Institution: TEXPOOL		Date Opened: 12/01/2008		Current Interest Rate: 5.09%		
Account Number: XXXX0002		Description		Begin Balance	Cash Added	Cash Withdrawn	Int. Earned	End Balance
04/01/2023				42,688.96				
04/26/2023	TRF TO GOF					(28,835.13)		
04/26/2023	TRF TO DSF					(13,853.83)		112.14
04/30/2023								
04/30/2023	TAX 04/23				5,238.82			
04/30/2023	TAX 04/23 DIT				11,140.20			
05/24/2023	TRF TO GOF					(10,662.78)		
05/24/2023	TRF TO DSF					(5,828.47)		
05/31/2023	TAX 05/23				2,959.21			
05/31/2023	TAX 05/23 DIT				10,703.25			
05/31/2023								57.98
06/28/2023	TRF TO GOF					(9,360.07)		
06/28/2023	TRF TO DSF					(4,560.37)		
06/30/2023	TAX 06/23				12,528.89			
06/30/2023	TAX 06/23 DIT				1,455.22			
06/30/2023								66.98
Totals for Account XXXX0002:				\$42,688.96	\$44,005.68	(\$72,900.65)	\$237.10	\$14,021.09
Account Number: XXXX0003		Date Opened: 12/01/2008		Current Interest Rate: 5.09%		Description		
04/01/2023				528,653.28				
04/26/2023	TAX TRF				13,853.83			
04/30/2023								2,106.81
05/24/2023	TAX TRF				5,828.47			
05/31/2023								2,321.65
06/28/2023	TAX TRF				4,360.37			
06/30/2023								2,302.38
Totals for Account XXXX0003:				\$528,653.28	\$24,042.67	(\$72,900.65)	\$6,730.84	\$559,426.79
Totals for Debt Service Fund:				\$571,342.24	\$68,048.35	(\$72,900.65)	\$6,967.94	\$573,457.88

Methods Used For Reporting Market Values
 Certificate of Deposit: Face Value Plus Accrued Interest
 Securities/Debt: Government Obligations: Market Value Quoted by the Seller of the Security and Confirmed in Writing
 Public Fund Investment Pool/ADM Accounts: Balance = Book Value = Current Market

Block House MUD
Summary of Certificates of Deposit with Money Market

04/01/2023 - 06/30/2023

Financial Institution	Investment Number	Issue Date	Maturity Date	Beginning Balance	Principal From Cash	Principal From Investment	Principal Withdrawn	Principal Reinvested	Ending Balance	Interest Rate	Beg. Acc. Interest	Interest Earned	Interest Reinvested	Interest Withdrawn	Accrued Interest
Fund: Operating															
Certificates of Deposit															
FRONTIER BANK	XXXX1888	07/25/22	07/25/23	240,000.00	0.00	0.00	0.00	0.00	240,000.00	1.94%	3,189.04	0.00	0.00	0.00	4,337.09
INDEPENDENT BANK	XXXX1533	10/19/22	10/19/23	240,000.00	0.00	0.00	0.00	0.00	240,000.00	3.50%	3,774.25	0.00	0.00	0.00	5,845.48
VERITEX COMMUNITY BANK	XXXX4524	12/28/22	12/28/23	235,000.00	0.00	0.00	0.00	0.00	235,000.00	4.24%	2,566.07	0.00	0.00	0.00	5,022.94
Totals for Operating Fund:				715,000.00	0.00	0.00	0.00	0.00	715,000.00	N/A	9,529.36	0.00	0.00	0.00	\$15,205.51
Beginning Balance:				\$715,000.00											
Plus Principal From Cash:				\$0.00											
Less Principal Withdrawn:				\$0.00											
Plus Interest Reinvested:				\$0.00											
Fixed Balance:				\$715,000.00											
MM Balance:				\$5,355,289.56											
Total Balance:				\$6,070,289.56											
				Interest Earned:	\$0.00										
				Less Beg Accrued Interest:	\$9,529.36										
				Plus End Accrued Interest:	\$15,205.51										
				Fixed Interest Earned:	\$5,676.13										
				MM Interest Earned:	\$69,772.48										
				Total Interest Earned:	\$75,448.63										

Methods Used For Reporting Market Values

Certificates of Deposits: Face Value Plus Accrued Interest
 Securities/Direct Government Obligations: Market Value Quoted by the Seller or the Security and Confirmed in Writing
 Public Fund Investment Pool/ADM Accounts: Balance = Book Value = Current Market

Block House MUD
Summary of Certificates of Deposit with Money Market
 04/01/2023 - 06/30/2023

Financial Institution	Investment Number	Issue Date	Maturity Date	Beginning Balance	Principal From Cash	Principal From Investment	Principal From Withdrawn	Principal Reinvested	Ending Balance	Interest Rate	Beg. Acc. Interest	Interest Earned	Interest Reinvested	Interest Withdrawn	Accrued Interest
Totals for Capital Projects Funds:															
				0.00	0.00	0.00	0.00	0.00	0.00	N/A	0.00	0.00	0.00	0.00	\$0.00
								Interest Earned:							
								Less Beg Accrued Interest:							
								Plus End Accrued Interest:							
								Fixed Interest Earned:							
								MM Interest Earned:							
								Total Interest Earned:							

Funds Capital Projects

Methods Used For Reporting Market Values

Certificates of Deposits: Face Value Plus Accrued Interest
 Securities/Direct Government Obligations: Market Value Quoted by the Seller of the Security and Confirmed in Writing
 Public Fund Investment Pool/ADM Accounts: Balance = Book Value = Current Market

Block House MUD
Summary of Certificates of Deposit with Money Market
 04/01/2023 - 06/30/2023

Financial Institution	Investment Number	Issue Date	Maturity Date	Beginning Balance	Principal From Cash	Principal From Investment	Principal From Withdrawal	Principal Reinvested	Ending Balance	Interest Rate	Beg. Acc. Interest	Interest Earned	Interest Reinvested	Interest Withdrawn	Accrued Interest
Fund: Debt Service															
Totals for Debt Service Fund:															
Beginning Balance:	\$0.00			0.00	0.00	0.00	0.00	0.00	0.00	N/A	0.00	0.00	0.00	0.00	\$0.00
Plus Principal From Cash:	\$0.00								\$0.00						
Less Principal Withdrawn:	\$0.00								\$0.00						
Plus Interest Reinvested:	\$0.00								\$0.00						
Fixed Balance:	\$0.00								\$0.00						
MM Balance:	\$573,457.88								\$6,967.94						
Total Balance:	\$573,457.88								\$6,967.94						
Totals for District:															
				715,000.00	0.00	0.00	0.00	0.00	715,000.00	N/A	9,529.36	0.00	0.00	0.00	\$13,205.51

Methods Used For Reporting Market Values

Certificates of Deposits:

Price: Value Plus Accrued Interest

Securities/ Direct Government Obligations:

Market Value Quoted by the Seller of the Security and Confirmed in Writing

Public Fund Investment Pool/AM Accounts:

Balance = Book Value = Current Market

Block House MUD
Detail of Pledged Securities
 04/01/2023 - 06/30/2023

Financial Institution: FIRST CITIZENS BANK-CKING

Security: FILMC Par Value: 9,959.31 Maturity Date: 05/01/2028 Pledged: 07/01/2016 Released: Amount Released:

Date	Value
04/30/2023	1,640.00
05/31/2023	1,586.00
06/30/2023	1,536.00

Security: FILMC Par Value: 744,854.00 Maturity Date: 10/16/2060 Pledged: 02/01/2022 Released: Amount Released:

Date	Value
04/30/2023	639,576.00
05/31/2023	626,786.00
06/30/2023	617,289.00

Security: FNMA Par Value: 545,000.00 Maturity Date: 03/25/2041 Pledged: 02/29/2020 Released: Amount Released:

Date	Value
04/30/2023	22,538.00
05/31/2023	15,765.00
06/30/2023	10,068.00

Security: FNMA Par Value: 877,093.00 Maturity Date: 04/01/2030 Pledged: 02/01/2022 Released: Amount Released:

Date	Value
04/30/2023	188,997.00
05/31/2023	187,055.00
06/30/2023	183,744.00

Methods Used For Reporting Market Values

Certificates of Deposits: Price Value Plus Accrual Interest
 Securities/Dirrec Government Obligations: Market Value Quoted by the Seller of the Security and Confirmed in Writing
 Public Fund Investment Pool/NDM Accounts: Balance = Book Value = Current Market



Premier Recreation Management Services, LLC

1822 Lloydminister Way, Cedar Park, TX 78613

E-mail Marc@premierrecreation.net Office phone 512-591-0194

September 19, 2023

Ursela Logn

President

Blockhoue Creek M.U.D.

R.E. Pool Management Report

Dear Mrs. Logan,

Pool Report

- Premier Recreation continues to staff both Tumlinson and Apache Pools. Both pools were open and staff as scheduled thru August and September. Hours at Tumlinson were extended to 8:00pm the week prior to school starting as requested.
- Currently Tumlinson is open on weekends 12-8 and Apache is open Monday, Wednesday and Fridays 5-9pm. We have been working with swim team to ensure pool is clean.
- On September 14 the swim team notified us that the pumps were off at Apache after the thunderstorms that morning. Chemicals were checked and at a safe level, so they began practice as Marc went over and reset the pumps within 30 minutes of being notified.
- On September 14 the pumps were also off at Tumlinson and were able to be reset without any issue.
- The splash pad pump has not worked since mid August and Waterfall only worked a few days around July 4th. Pro-Aquatics is aware of the issue.
- The Blue slide pump gasket is leaking water inside the pump room. This is not a major leak but should be repaired in the future. Pro-Aquatics has been notified of this as well.
- Chemical records and shift reports are attached to this report.
- There have been no major injuries at either location.

Marc

Location Name	Submitted	Employee Name	Content
Apache Pool (Blockhouse)	09/14/23 @ 07:58AM	Marc Marroquin	Received message from swim team that pumps were off after storm. Arrived at Apache to find fault 6 on power supply. Reset power supply and restarted pumps.
Apache Pool (Blockhouse)	09/11/23 @ 09:08PM	Cris Gallegos	Good shift nothing to report
Apache Pool (Blockhouse)	08/30/23 @ 09:07PM	Cris Gallegos	Good shift, nothing to report. Cleaned up pool from all the leafs and it looks great.
Apache Pool (Blockhouse)	08/28/23 @ 09:10PM	Cris Gallegos	Good shift, chlorine was low for beginning of shift so added more chlorine tablets per Marc's instruction, keys put back in blockhouse key box

Location Name	Submitted	Employee Name	Content
Tumlinson Pool (Block House)	09/16/23 @ 07:44PM	Jack Schneider	Pouring rain when we first arrives, and for most of the first 3 hours. Nobody showed up until 6:50, and only a few people then. Since so few people showed up(never more than 7), Nathan left a 20ish minutes early. Kody left for about an hour while no one was at pool(Chris said it was okay), showed back up before anyone arrived.
Tumlinson Pool (Block House)	09/14/23 @ 08:25AM	Marc Marroquin	Stopping by to check on pool after morning storm. The main pump was off at Tumlinson this morning. I was able to reset it and it is working properly. Blue slide pump has a leak from the gasket. Pro-Aquatics is aware of the leak. It was only leaking when slide was on, but now has a slow consistent leak. Splash pad pump is not working and has not worked l. a few weeks. Guard stand was blown over and chairs scattered around.
Tumlinson Pool (Block House)	09/10/23 @ 08:05PM	Christopher Kenny	Pretty consistent patron count. Team really came together today. Nothing to report.

Location: Apache Pool (Blockhouse)

Date	Time	Submitted By	Free Chlorine (ppm)	pH	Air Temp (F)	Water Clarity	Patron Count
9/18/2023	06:06pm	Vara, Daryl	0	7.2	90	Clear	6
		Pepperell,					
9/15/2023	04:50pm	Lorelei	3	7.2	82	Clear	0
9/14/2023	07:36am	Weeks, Katy	2	7.4		Clear	30
9/12/2023	07:01am	Weeks, Katy	2	7.2		Clear	34
9/11/2023	06:11pm	Vara, Daryl	2	7.4	94	Clear	5
9/11/2023	04:54pm	Gallegos, Cris	2	7.4			1
9/11/2023	07:51am	Weeks, Katy	2	7.2		Clear	32
		Pepperell,					
9/8/2023	08:10pm	Lorelei	4	7.2	98	Clear	10
		Pepperell,					
9/8/2023	04:56pm	Lorelei	3	7.2	104	Clear	0
9/6/2023	07:06pm	Vara, Daryl	5	7.4	98	Clear	9
9/5/2023	07:03am	Weeks, Katy	3	7.2		Clear	36
		Marroquin,					
9/3/2023	03:44pm	Marc	5.2	7.4		Clear	12
9/3/2023	03:29pm	Kim, Yongjune	1	7.4		Clear	2
9/2/2023	08:38pm	Kim, Yongjune	1	7.4		Clear	5
9/2/2023	07:00pm	Kim, Yongjune	2	7.2		Clear	0
9/2/2023	05:37pm	Kim, Yongjune	2	7.4		Clear	0
		Kenny,					
9/2/2023	04:59pm	Christopher	5	7.2	99	Clear	0
9/1/2023	05:16pm	Gallegos, Cris	2	7.4			5
8/31/2023	07:05am	Weeks, Katy	2	7.4		Clear	37
8/30/2023	06:08pm	Vara, Daryl	2	7.4	97	Clear	10
8/30/2023	06:08pm	Vara, Daryl	2	7.4	97	Clear	10
8/30/2023	05:00pm	Vara, Daryl	1	7.4	96	Clear	1
8/30/2023	07:00am	Weeks, Katy	2	7.4		Clear	37
8/29/2023	07:01am	Weeks, Katy	3	7.4		Clear	37
8/28/2023	08:06pm	Gallegos, Cris	3	7.2			6
8/28/2023	07:05pm	Vara, Daryl	1	7.2	94	Clear	3
8/28/2023	06:22pm	Gallegos, Cris	1	7.2			10
8/25/2023	07:04pm	Vara, Daryl	5	7.4		Clear	22
8/25/2023	05:38pm	Vara, Daryl	5	7.4		Clear	9
8/23/2023	07:39pm	Vara, Daryl	5	7.4		Clear	3
8/23/2023	06:12pm	Scott, Noah	5	7.6	99	Clear	10
8/23/2023	05:48pm	Vara, Daryl	5	7.4		Clear	13

Location: Tumlinson Pool (Block House)

Date	Time	Submitted By	Free Chlorine (ppm)	pH	Air Temp (F)	Water Clarity	Patron Count
9/17/2023	02:37pm	Schneider, Jack	2	7.2			14
9/17/2023	11:56am	Le, Tranette	1	7.2		Clear	0
9/16/2023	07:36pm	Schneider, Jack	2	7.2			7
9/16/2023	04:04pm	Schneider, Jack	1.5	7.2			0
9/16/2023	02:13pm	Schneider, Jack	2	7			0
9/10/2023	03:49pm	Kenny, Christopher	1	7.54	97	Clear	42
9/10/2023	01:30pm	Irvine, Maverick	2	7			9
9/10/2023	12:02pm	Kenny, Christopher	2	7.2	91	Clear	3
9/9/2023	12:47pm	Vara, Daryl	2	7.2	94	Clear	34
9/4/2023	05:53pm	Vara, Daryl	2	7.2	99	Clear	2
9/4/2023	01:10pm	Vara, Daryl	2	7.4	94	Clear	8
9/3/2023	02:16pm	Gonzales, Reece	2	7.2	101	Clear	12
9/3/2023	10:07am	Vara, Daryl	1	7.2	85	Clear	1
9/2/2023	01:14pm	Patterson, Keeshawn	1	7.2	94	Clear	40
9/2/2023	11:23am	Vara, Daryl	1	7.4	89	Clear	18
8/27/2023	01:47pm	Vara, Daryl	1	7.4	104	Clear	16
8/27/2023	12:32pm	Vasquez, Trinity	1	7	102		10
8/27/2023	12:32pm	Vasquez, Trinity	1	7	102		10
8/26/2023	05:41pm	Vara, Daryl	3	7.2	104	Clear	25
8/26/2023	03:48pm	Vara, Daryl	3	7.4	104	Clear	5
8/26/2023	02:33pm	Vara, Daryl	3	7.4		Clear	19
8/26/2023	12:06pm	Le, Tranette	1	7.6		Clear	20
8/26/2023	11:20am	Vara, Daryl	3	7.2	99	Clear	9
8/26/2023	10:27am	Gonzales, Reece	3	7.2	100	Clear	1



Monthly Report		Block House MUD
Report Period: 9/3/23 - 9/30/23		
Common Area Maintenance		
The park areas, entrances, medians, and/or easements received regular maintenance (including weed control, litter control, mowing, string trimming, tree trimming and shrub pruning) on the following dates:		
Week of September 4th	Services performed during maintenance visit	
Crews completed the standard maintenance tasks such as mowing and string-trimming of the District as per the contract.		
Blow leaves and debris from Luther Chance outfield deck		
Luther Chance Infield care and weed control		
Week of September 11th	Services to be performed during maintenance visit	
Crews completed the standard maintenance tasks such as mowing and string-trimming of the District as per the contract.		
Luther Chance Infield care and weed control		
Blow leaves and debris from Luther Chance outfield deck		
Mowing of Biweekly areas		
Cleaned up storm damage branches using contracted maintenance hours		
Watering of Luther Chance infield		
Continue filling water barrels until directed otherwise		
Week of September 18th	Services to be performed during maintenance visit	
Crews completed the standard maintenance tasks such as mowing and string-trimming of the District as per the contract.		
Luther Chance Infield care and weed control		
Disc Course maintenance		
Mowing of monthly areas		
Continue filling water barrels until directed otherwise		
Week of September 25th	Services to be performed during maintenance visit	
Crews scheduled to complete the standard maintenance tasks such as mowing and string-trimming of the District as per the contract.		
Blow leaves and debris from Luther Chance outfield deck		
Luther Chance Infield maintenance and care		
Mowing of Biweekly areas		
Continue filling water barrels until directed otherwise		



PRIORITY LANDSCAPES
MAKING YOU OUR PRIORITY

Proposal #2863

Disc Golf Course Boulders (Material Only)

Date 9/19/2023

Customer Block House MUD | 2600 S Block House Dr | Leander, TX 78641

Property Block House MUD | 2600 S Block House Dr. | Leander, TX 78641

PO #

Purchase of 9 Boulders for the Disc Golf Course (material only)

Landscape Services

Items	Quantity	
Limestone Boulders	15,000.00	
		PROJECT SUBTOTAL: \$4,500.00
		SALES TAX: \$0.00
		PROJECT TOTAL: \$4,500.00

Terms & Conditions

By Tripp Hamby
Tripp Hamby

Date 9/19/2023
Priority Landscapes

By _____

Date _____
Block House MUD

CONTRACT ADDENDUM

This Contract Addendum ("Addendum") is incorporated into the attached Proposal #_2863_ (the "Contract") between Priority Landscapes, LLC ("Priority") and Block House Municipal Utility District (the "District"). If there is any conflict between the terms of the attached Contract and this Addendum, the terms of this Addendum will control.

1. **Interested Parties.** Priority acknowledges that Texas Government Code Section 2252.908 (as amended, "Section 2252.908") requires disclosure of certain matters by contractors entering into a contract with a local government entity such as the District. Priority confirms that it has reviewed Section 2252.908 and, if required to do so, will (1) complete a Form 1295, using the unique identification number specified on page 1 of the Contract, and electronically file it with the Texas Ethics Commission ("TEC"); and (2) submit the signed Form 1295, including the certification of filing number of the Form 1295 with the TEC, to the District at the same time Priority executes and submits the Contract to the District. Form 1295s are available on the TEC's website at <https://www.ethics.state.tx.us/filinginfo/1295/>. The Contract is not effective until the requirements listed above are satisfied and any approval or award of the Contract by the District is expressly made contingent upon Priority's compliance with these requirements. **The signed Form 1295 may be submitted to the District in an electronic format.**

2. **Conflicts of Interest.** Priority acknowledges that Texas Local Government Code Chapter 176 (as amended, "Chapter 176") requires the disclosure of certain matters by contractors doing business with or proposing to do business with local government entities such as the District. Priority confirms that it has reviewed Chapter 176 and, if required to do so, will complete and return Form CIQ promulgated by the TEC, which is available on the TEC's website at <https://www.ethics.state.tx.us/forms/conflict/> within seven days of the date of submitting the Contract to the District or within seven days of becoming aware of a matter that requires disclosure under Chapter 176, whichever is applicable.

3. **Verification Under Chapter 2271, Texas Government Code.** If required under Chapter 2271 of the Texas Government Code (as amended, "Chapter 2271"), Priority represents and warrants that, at the time of execution and delivery of the Contract, neither Priority, nor any wholly or majority-owned subsidiary, parent company, or affiliate of Priority that exist to make a profit, boycott Israel or will boycott Israel during the term of the Contract. The foregoing verification is made solely to comply with Chapter 2271, to the extent such Chapter does not contravene applicable Federal law. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Priority understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with Priority.

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

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, and
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

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

5. **Verification Under Chapter 2274, Texas Government Code, Relating to Contracts With Companies Boycotting Certain Energy Companies.** If required under Chapter

Priority Landscapes Proposal #2863

2274 of the Texas Government Code (as amended, "*Chapter 2274*"), Priority represents and warrants that, at the time of execution and delivery of the Contract, neither Priority, nor any wholly or majority-owned subsidiary, parent company, or affiliate of Priority that exists to make a profit, boycott energy companies or will boycott energy companies during the term of the Contract. The foregoing verification is made solely to comply with Chapter 2274. As used in the foregoing verification, "boycott energy companies" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (1) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law or (2) does business with a company described in the preceding section (1).

6. Verification Under Chapter 2274, Texas Government Code, Relating to Contracts with Companies that Discriminate Against the Firearm and Ammunition Industries. If required under Chapter 2274 of the Texas Government Code (as amended, "*Chapter 2274*"), Priority represents and warrants that, at the time of execution and delivery of the Contract, neither Priority, nor any wholly or majority-owned subsidiary, parent company, or affiliate of Priority that exists to make a profit, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or will discriminate during the term of the Contract against a firearm entity or firearm trade association. The foregoing verification is made solely to comply with Chapter 2274. As used in the foregoing verification, the terms "discriminate against a firearm entity", "firearm entity", and "firearm trade association" have the meanings ascribed to them in Section 2274.001, Texas Government Code.



PRIORITY LANDSCAPES
MAKING YOU OUR PRIORITY

Proposal #2867

Purchase of Infield Grooming Machine

Date 9/19/2023

Customer Block House MUD | 2600 S Block House Dr | Leander, TX 78641

Property Block House MUD | 2600 S Block House Dr. | Leander, TX 78641

PO #

Equipment purchase: Refurbished Infield Rake/Groomer.

- New Engine
- New Tires
- New Wheels
- New Clutch
- New Cables/Scarfier
- New Rear Drag
- 6 Month Warranty

This proposal is a request of up to \$20,000 for the purchase of the refurbished machine. The actual expected cost is \$18,480 including the equipment, delivery, and 12% Markup. The Difference allows for any unforeseen issues.



Landscape Service

Items
Field Maintainer

Quantity
1.00

PROJECT SUBTOTAL:	\$20,000.00
SALES TAX:	\$0.00
PROJECT TOTAL:	\$20,000.00

Terms & Conditions

By Tripp Hamby

Tripp Hamby

Date 9/19/2023

Priority Landscapes

By _____

Date _____

Block House MUD



PRIORITY LANDSCAPES
 MAKING YOU OUR PRIORITY

Jumano Trail Cleanup

Date 9/7/2023

Customer Block House MUD | 2600 S Block House Dr | Leander, TX 78641

Property Block House MUD | 2600 S Block House Dr. | Leander, TX 78641

PO #

Trail Cleanup in Jumano Park

- Remove hanging limbs over the trails
- Lift trails to a minimum of 8 ft
- Clear dead trees and brush along the trail and within 10 ft of each side.
- Removal of all Chinaberry trees that can be found
- Removal of the metal post with no signs
- Removal of the metal post stating "Do Not Enter"
- Disposal of all debris and removal off-site

***If additional time is available after completing the items above, we will continue clearing the brush beyond the 10' area outside the trails.

Tree Services

Items	Quantity	
Trail Cleanup	335.00	
Disposal Fees	1.00	
		PROJECT SUBTOTAL: \$29,975.00
		SALES TAX: \$0.00
		PROJECT TOTAL: \$29,975.00

Terms & Conditions

By Tripp Hamby

Tripp Hamby

Date 9/7/2023

Priority Landscapes

By _____

Date _____

Block House MUD

CONTRACT ADDENDUM

This Contract Addendum (“Addendum”) is incorporated into the attached Proposal #_2938_ (the “Contract”) between Priority Landscapes, LLC (“Priority”) and Block House Municipal Utility District (the “District”). If there is any conflict between the terms of the attached Contract and this Addendum, the terms of this Addendum will control.

1. **Interested Parties.** Priority acknowledges that Texas Government Code Section 2252.908 (as amended, “Section 2252.908”) requires disclosure of certain matters by contractors entering into a contract with a local government entity such as the District. Priority confirms that it has reviewed Section 2252.908 and, if required to do so, will (1) complete a Form 1295, using the unique identification number specified on page 1 of the Contract, and electronically file it with the Texas Ethics Commission (“TEC”); and (2) submit the signed Form 1295, including the certification of filing number of the Form 1295 with the TEC, to the District at the same time Priority executes and submits the Contract to the District. Form 1295s are available on the TEC’s website at <https://www.ethics.state.tx.us/filinginfo/1295/>. The Contract is not effective until the requirements listed above are satisfied and any approval or award of the Contract by the District is expressly made contingent upon Priority’s compliance with these requirements. **The signed Form 1295 may be submitted to the District in an electronic format.**

2. **Conflicts of Interest.** Priority acknowledges that Texas Local Government Code Chapter 176 (as amended, “Chapter 176”) requires the disclosure of certain matters by contractors doing business with or proposing to do business with local government entities such as the District. Priority confirms that it has reviewed Chapter 176 and, if required to do so, will complete and return Form CIQ promulgated by the TEC, which is available on the TEC’s website at <https://www.ethics.state.tx.us/forms/conflict/> within seven days of the date of submitting the Contract to the District or within seven days of becoming aware of a matter that requires disclosure under Chapter 176, whichever is applicable.

3. **Verification Under Chapter 2271, Texas Government Code.** If required under Chapter 2271 of the Texas Government Code (as amended, “Chapter 2271”), Priority represents and warrants that, at the time of execution and delivery of the Contract, neither Priority, nor any wholly or majority-owned subsidiary, parent company, or affiliate of Priority that exist to make a profit, boycott Israel or will boycott Israel during the term of the Contract. The foregoing verification is made solely to comply with Chapter 2271, to the extent such Chapter does not contravene applicable Federal law. As used in the foregoing verification, “boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Priority understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with Priority.

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

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, and
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

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

5. **Verification Under Chapter 2274, Texas Government Code, Relating to Contracts With Companies Boycotting Certain Energy Companies.** If required under Chapter

Priority Landscapes Proposal #2938

2274 of the Texas Government Code (as amended, "*Chapter 2274*"), Priority represents and warrants that, at the time of execution and delivery of the Contract, neither Priority, nor any wholly or majority-owned subsidiary, parent company, or affiliate of Priority that exists to make a profit, boycott energy companies or will boycott energy companies during the term of the Contract. The foregoing verification is made solely to comply with Chapter 2274. As used in the foregoing verification, "boycott energy companies" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (1) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law or (2) does business with a company described in the preceding section (1).

6. **Verification Under Chapter 2274, Texas Government Code, Relating to Contracts with Companies that Discriminate Against the Firearm and Ammunition Industries.** If required under Chapter 2274 of the Texas Government Code (as amended, "*Chapter 2274*"), Priority represents and warrants that, at the time of execution and delivery of the Contract, neither Priority, nor any wholly or majority-owned subsidiary, parent company, or affiliate of Priority that exists to make a profit, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or will discriminate during the term of the Contract against a firearm entity or firearm trade association. The foregoing verification is made solely to comply with Chapter 2274. As used in the foregoing verification, the terms "discriminate against a firearm entity", "firearm entity", and "firearm trade association" have the meanings ascribed to them in Section 2274.001, Texas Government Code.



PRIORITY LANDSCAPES
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Proposal #2964

Walker House Back Porch Plants (Material Only)

Date 9/19/2023

Customer Block House MUD | 2600 S Block House Dr | Leander, TX 78641

Property Block House MUD | 2600 S Block House Dr. | Leander, TX 78641

PO #

Purchase of Plants for future installation

- 12 Sunshine Ligustrum (3 gallon)
- 10 Purple sage (1 Gallon)
- 1 Forest Pansy Red Bud (30 Gallon)
- 25 Bags of Premium Mulch

Labor will be proposed when the drought conditions reside, or the MUD asks us to proceed with the installation.

Landscape

Items	Quantity	
Plant Material	1.00	
		PROJECT SUBTOTAL: \$1,495.00
		SALES TAX: \$0.00
		PROJECT TOTAL: \$1,495.00

Terms & Conditions

By Tripp Hamby
 Tripp Hamby

Date 9/19/2023
 Priority Landscapes

By _____

Date _____
 Block House MUD

CONTRACT ADDENDUM

This Contract Addendum ("Addendum") is incorporated into the attached Proposal #_2964_ (the "Contract") between Priority Landscapes, LLC ("Priority") and Block House Municipal Utility District (the "District"). If there is any conflict between the terms of the attached Contract and this Addendum, the terms of this Addendum will control.

1. **Interested Parties.** Priority acknowledges that Texas Government Code Section 2252.908 (as amended, "Section 2252.908") requires disclosure of certain matters by contractors entering into a contract with a local government entity such as the District. Priority confirms that it has reviewed Section 2252.908 and, if required to do so, will (1) complete a Form 1295, using the unique identification number specified on page 1 of the Contract, and electronically file it with the Texas Ethics Commission ("TEC"); and (2) submit the signed Form 1295, including the certification of filing number of the Form 1295 with the TEC, to the District at the same time Priority executes and submits the Contract to the District. Form 1295s are available on the TEC's website at <https://www.ethics.state.tx.us/filinginfo/1295/>. The Contract is not effective until the requirements listed above are satisfied and any approval or award of the Contract by the District is expressly made contingent upon Priority's compliance with these requirements. **The signed Form 1295 may be submitted to the District in an electronic format.**

2. **Conflicts of Interest.** Priority acknowledges that Texas Local Government Code Chapter 176 (as amended, "Chapter 176") requires the disclosure of certain matters by contractors doing business with or proposing to do business with local government entities such as the District. Priority confirms that it has reviewed Chapter 176 and, if required to do so, will complete and return Form CIQ promulgated by the TEC, which is available on the TEC's website at <https://www.ethics.state.tx.us/forms/conflict/> within seven days of the date of submitting the Contract to the District or within seven days of becoming aware of a matter that requires disclosure under Chapter 176, whichever is applicable.

3. **Verification Under Chapter 2271, Texas Government Code.** If required under Chapter 2271 of the Texas Government Code (as amended, "Chapter 2271"), Priority represents and warrants that, at the time of execution and delivery of the Contract, neither Priority, nor any wholly or majority-owned subsidiary, parent company, or affiliate of Priority that exist to make a profit, boycott Israel or will boycott Israel during the term of the Contract. The foregoing verification is made solely to comply with Chapter 2271, to the extent such Chapter does not contravene applicable Federal law. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Priority understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with Priority.

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

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, and
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The foregoing representation is made solely to comply with Subchapter F, to the extent such subchapter does not contravene applicable Federal law, and excludes companies that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan, Iran, or a foreign terrorist organization. Priority understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with Priority.

5. **Verification Under Chapter 2274, Texas Government Code, Relating to Contracts With Companies Boycotting Certain Energy Companies.** If required under Chapter

Priority Landscapes Proposal #2964

2274 of the Texas Government Code (as amended, "*Chapter 2274*"), Priority represents and warrants that, at the time of execution and delivery of the Contract, neither Priority, nor any wholly or majority-owned subsidiary, parent company, or affiliate of Priority that exists to make a profit, boycott energy companies or will boycott energy companies during the term of the Contract. The foregoing verification is made solely to comply with Chapter 2274. As used in the foregoing verification, "boycott energy companies" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (1) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law or (2) does business with a company described in the preceding section (1).

6. **Verification Under Chapter 2274, Texas Government Code, Relating to Contracts with Companies that Discriminate Against the Firearm and Ammunition Industries.** If required under Chapter 2274 of the Texas Government Code (as amended, "*Chapter 2274*"), Priority represents and warrants that, at the time of execution and delivery of the Contract, neither Priority, nor any wholly or majority-owned subsidiary, parent company, or affiliate of Priority that exists to make a profit, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or will discriminate during the term of the Contract against a firearm entity or firearm trade association. The foregoing verification is made solely to comply with Chapter 2274. As used in the foregoing verification, the terms "discriminate against a firearm entity", "firearm entity", and "firearm trade association" have the meanings ascribed to them in Section 2274.001, Texas Government Code.



PRIORITY LANDSCAPES
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Proposal #2965

Certified Arbor - 3 days of Pruning

Date 9/19/2023

Customer Block House MUD | 2600 S Block House Dr | Leander, TX 78641

Property Block House MUD | 2600 S Block House Dr. | Leander, TX 78641

PO #

Certified Arbor will provide 3 days of pruning to be completed Sept. 28-30th and will be completed before the end of the 2022-23 Fiscal Year.

Tree Services

Items	Quantity
Services Provided By Certified Arbor	8,100.00
<hr/>	
PROJECT SUBTOTAL:	\$9,072.00
SALES TAX:	\$0.00
PROJECT TOTAL:	\$9,072.00

Terms & Conditions

By Tripp Hamby

Tripp Hamby

Date 9/19/2023

Priority Landscapes

By _____

Date _____

Block House MUD

CONTRACT ADDENDUM

This Contract Addendum (“Addendum”) is incorporated into the attached Proposal #_2965_ (the “Contract”) between Priority Landscapes, LLC (“Priority”) and Block House Municipal Utility District (the “District”). If there is any conflict between the terms of the attached Contract and this Addendum, the terms of this Addendum will control.

1. **Interested Parties.** Priority acknowledges that Texas Government Code Section 2252.908 (as amended, “Section 2252.908”) requires disclosure of certain matters by contractors entering into a contract with a local government entity such as the District. Priority confirms that it has reviewed Section 2252.908 and, if required to do so, will (1) complete a Form 1295, using the unique identification number specified on page 1 of the Contract, and electronically file it with the Texas Ethics Commission (“TEC”); and (2) submit the signed Form 1295, including the certification of filing number of the Form 1295 with the TEC, to the District at the same time Priority executes and submits the Contract to the District. Form 1295s are available on the TEC’s website at <https://www.ethics.state.tx.us/filinginfo/1295/>. The Contract is not effective until the requirements listed above are satisfied and any approval or award of the Contract by the District is expressly made contingent upon Priority’s compliance with these requirements. **The signed Form 1295 may be submitted to the District in an electronic format.**

2. **Conflicts of Interest.** Priority acknowledges that Texas Local Government Code Chapter 176 (as amended, “Chapter 176”) requires the disclosure of certain matters by contractors doing business with or proposing to do business with local government entities such as the District. Priority confirms that it has reviewed Chapter 176 and, if required to do so, will complete and return Form CIQ promulgated by the TEC, which is available on the TEC’s website at <https://www.ethics.state.tx.us/forms/conflict/> within seven days of the date of submitting the Contract to the District or within seven days of becoming aware of a matter that requires disclosure under Chapter 176, whichever is applicable.

3. **Verification Under Chapter 2271, Texas Government Code.** If required under Chapter 2271 of the Texas Government Code (as amended, “Chapter 2271”), Priority represents and warrants that, at the time of execution and delivery of the Contract, neither Priority, nor any wholly or majority-owned subsidiary, parent company, or affiliate of Priority that exist to make a profit, boycott Israel or will boycott Israel during the term of the Contract. The foregoing verification is made solely to comply with Chapter 2271, to the extent such Chapter does not contravene applicable Federal law. As used in the foregoing verification, “boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Priority understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with Priority.

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<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

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

5. **Verification Under Chapter 2274, Texas Government Code, Relating to Contracts With Companies Boycotting Certain Energy Companies.** If required under Chapter

Priority Landscapes Proposal #2965

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6. **Verification Under Chapter 2274, Texas Government Code, Relating to Contracts with Companies that Discriminate Against the Firearm and Ammunition Industries.** If required under Chapter 2274 of the Texas Government Code (as amended, "*Chapter 2274*"), Priority represents and warrants that, at the time of execution and delivery of the Contract, neither Priority, nor any wholly or majority-owned subsidiary, parent company, or affiliate of Priority that exists to make a profit, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or will discriminate during the term of the Contract against a firearm entity or firearm trade association. The foregoing verification is made solely to comply with Chapter 2274. As used in the foregoing verification, the terms "discriminate against a firearm entity", "firearm entity", and "firearm trade association" have the meanings ascribed to them in Section 2274.001, Texas Government Code.



PRIORITY LANDSCAPES
MAKING YOU OUR PRIORITY

Purchase of new trees (material only)

Date 9/19/2023

Customer Block House MUD | 2600 S Block House Dr | Leander, TX 78641

Property Block House MUD | 2600 S Block House Dr. | Leander, TX 78641

PO #

Purchase new trees to be planted when the heat subsides and irrigation can be applied to ensure establishment. The number of trees is to be determined by the Board depending on the budget.

Tree Purchase

Items	Quantity
Per Tree Price (Type to be determined)	1.00
<hr/>	
	PROJECT SUBTOTAL: \$750.00
	SALES TAX: \$0.00
	PROJECT TOTAL: \$750.00

Terms & Conditions

By *Tripp Hamby*
 Tripp Hamby

Date 9/19/2023
 Priority Landscapes

By _____

Date _____
 Block House MUD

CONTRACT ADDENDUM

This Contract Addendum ("Addendum") is incorporated into the attached Proposal #_2969_ (the "Contract") between Priority Landscapes, LLC ("Priority") and Block House Municipal Utility District (the "District"). If there is any conflict between the terms of the attached Contract and this Addendum, the terms of this Addendum will control.

1. **Interested Parties.** Priority acknowledges that Texas Government Code Section 2252.908 (as amended, "Section 2252.908") requires disclosure of certain matters by contractors entering into a contract with a local government entity such as the District. Priority confirms that it has reviewed Section 2252.908 and, if required to do so, will (1) complete a Form 1295, using the unique identification number specified on page 1 of the Contract, and electronically file it with the Texas Ethics Commission ("TEC"); and (2) submit the signed Form 1295, including the certification of filing number of the Form 1295 with the TEC, to the District at the same time Priority executes and submits the Contract to the District. Form 1295s are available on the TEC's website at <https://www.ethics.state.tx.us/filinginfo/1295/>. The Contract is not effective until the requirements listed above are satisfied and any approval or award of the Contract by the District is expressly made contingent upon Priority's compliance with these requirements. **The signed Form 1295 may be submitted to the District in an electronic format.**

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<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

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

5. **Verification Under Chapter 2274, Texas Government Code, Relating to Contracts With Companies Boycotting Certain Energy Companies.** If required under Chapter

Priority Landscapes Proposal #2969

2274 of the Texas Government Code (as amended, "Chapter 2274"), Priority represents and warrants that, at the time of execution and delivery of the Contract, neither Priority, nor any wholly or majority-owned subsidiary, parent company, or affiliate of Priority that exists to make a profit, boycott energy companies or will boycott energy companies during the term of the Contract. The foregoing verification is made solely to comply with Chapter 2274. As used in the foregoing verification, "boycott energy companies" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (1) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law or (2) does business with a company described in the preceding section (1).

6. **Verification Under Chapter 2274, Texas Government Code, Relating to Contracts with Companies that Discriminate Against the Firearm and Ammunition Industries.** If required under Chapter 2274 of the Texas Government Code (as amended, "Chapter 2274"), Priority represents and warrants that, at the time of execution and delivery of the Contract, neither Priority, nor any wholly or majority-owned subsidiary, parent company, or affiliate of Priority that exists to make a profit, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or will discriminate during the term of the Contract against a firearm entity or firearm trade association. The foregoing verification is made solely to comply with Chapter 2274. As used in the foregoing verification, the terms "discriminate against a firearm entity", "firearm entity", and "firearm trade association" have the meanings ascribed to them in Section 2274.001, Texas Government Code.



PRIORITY LANDSCAPES
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Tree and Brush Cleanup Services

Date 9/19/2023

Customer Block House MUD | 2600 S Block House Dr | Leander, TX 78641

Property Block House MUD | 2600 S Block House Dr. | Leander, TX 78641

PO #

Provide brush cleanup services September 28-30th utilizing the end-of-year budget. Services are to be determined and will be based on an approved budget. Disposal and equipment included.

4 workers - 3 days (\$9600)

8 workers - 3 days (\$19,200)

12 workers - 3 Days (28,800)

Suggested services to be performed:

- Jumano Park Brush Cleanup (interior areas between trails)
- Fenceline Firebreak Cleanup
- Other Board Request's

Tree Services

Items	Quantity	
Brush Cleanup Labor - 3 Days	120.00	
PROJECT SUBTOTAL:		\$9,600.00
SALES TAX:		\$0.00
PROJECT TOTAL:		\$9,600.00

Terms & Conditions

By Tripp Hamby

Tripp Hamby

Date 9/19/2023

Priority Landscapes

By _____

Date _____

Block House MUD

CONTRACT ADDENDUM

This Contract Addendum ("Addendum") is incorporated into the attached Proposal #_2971_ (the "Contract") between Priority Landscapes, LLC ("Priority") and Block House Municipal Utility District (the "District"). If there is any conflict between the terms of the attached Contract and this Addendum, the terms of this Addendum will control.

1. **Interested Parties.** Priority acknowledges that Texas Government Code Section 2252.908 (as amended, "Section 2252.908") requires disclosure of certain matters by contractors entering into a contract with a local government entity such as the District. Priority confirms that it has reviewed Section 2252.908 and, if required to do so, will (1) complete a Form 1295, using the unique identification number specified on page 1 of the Contract, and electronically file it with the Texas Ethics Commission ("TEC"); and (2) submit the signed Form 1295, including the certification of filing number of the Form 1295 with the TEC, to the District at the same time Priority executes and submits the Contract to the District. Form 1295s are available on the TEC's website at <https://www.ethics.state.tx.us/filinginfo/1295/>. The Contract is not effective until the requirements listed above are satisfied and any approval or award of the Contract by the District is expressly made contingent upon Priority's compliance with these requirements. **The signed Form 1295 may be submitted to the District in an electronic format.**

2. **Conflicts of Interest.** Priority acknowledges that Texas Local Government Code Chapter 176 (as amended, "Chapter 176") requires the disclosure of certain matters by contractors doing business with or proposing to do business with local government entities such as the District. Priority confirms that it has reviewed Chapter 176 and, if required to do so, will complete and return Form CIQ promulgated by the TEC, which is available on the TEC's website at <https://www.ethics.state.tx.us/forms/conflict/> within seven days of the date of submitting the Contract to the District or within seven days of becoming aware of a matter that requires disclosure under Chapter 176, whichever is applicable.

3. **Verification Under Chapter 2271, Texas Government Code.** If required under Chapter 2271 of the Texas Government Code (as amended, "Chapter 2271"), Priority represents and warrants that, at the time of execution and delivery of the Contract, neither Priority, nor any wholly or majority-owned subsidiary, parent company, or affiliate of Priority that exist to make a profit, boycott Israel or will boycott Israel during the term of the Contract. The foregoing verification is made solely to comply with Chapter 2271, to the extent such Chapter does not contravene applicable Federal law. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Priority understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with Priority.

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

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, and
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

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

5. **Verification Under Chapter 2274, Texas Government Code, Relating to Contracts With Companies Boycotting Certain Energy Companies.** If required under Chapter

Priority Landscapes Proposal #2971

2274 of the Texas Government Code (as amended, "*Chapter 2274*"), Priority represents and warrants that, at the time of execution and delivery of the Contract, neither Priority, nor any wholly or majority-owned subsidiary, parent company, or affiliate of Priority that exists to make a profit, boycott energy companies or will boycott energy companies during the term of the Contract. The foregoing verification is made solely to comply with Chapter 2274. As used in the foregoing verification, "boycott energy companies" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (1) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law or (2) does business with a company described in the preceding section (1).

6. **Verification Under Chapter 2274, Texas Government Code, Relating to Contracts with Companies that Discriminate Against the Firearm and Ammunition Industries.** If required under Chapter 2274 of the Texas Government Code (as amended, "*Chapter 2274*"), Priority represents and warrants that, at the time of execution and delivery of the Contract, neither Priority, nor any wholly or majority-owned subsidiary, parent company, or affiliate of Priority that exists to make a profit, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or will discriminate during the term of the Contract against a firearm entity or firearm trade association. The foregoing verification is made solely to comply with Chapter 2274. As used in the foregoing verification, the terms "discriminate against a firearm entity", "firearm entity", and "firearm trade association" have the meanings ascribed to them in Section 2274.001, Texas Government Code.



PRIORITY LANDSCAPES
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Proposal #2972

Irrigation Controller Replacements

Date 9/19/2023
Customer Block House MUD | 2600 S Block House Dr | Leander, TX 78641
Property Block House MUD | 2600 S Block House Dr. | Leander, TX 78641
PO #

Purchase of 11 Irrigation Controllers for Replacement in Tumlinson Park, Tonkawa Park Comanche Park, and the Main Entry.

Irrigation

Items	Quantity
Misc. Irrigation Materials Install	11.00
PROJECT SUBTOTAL: \$15,400.00	
SALES TAX: \$0.00	
PROJECT TOTAL: \$15,400.00	

Terms & Conditions

By *Tripp Hamby*
Tripp Hamby
Date 9/19/2023
Priority Landscapes

By _____
Date _____
Block House MUD

CONTRACT ADDENDUM

This Contract Addendum (“Addendum”) is incorporated into the attached Proposal #_2972_ (the “Contract”) between Priority Landscapes, LLC (“Priority”) and Block House Municipal Utility District (the “District”). If there is any conflict between the terms of the attached Contract and this Addendum, the terms of this Addendum will control.

1. **Interested Parties.** Priority acknowledges that Texas Government Code Section 2252.908 (as amended, “Section 2252.908”) requires disclosure of certain matters by contractors entering into a contract with a local government entity such as the District. Priority confirms that it has reviewed Section 2252.908 and, if required to do so, will (1) complete a Form 1295, using the unique identification number specified on page 1 of the Contract, and electronically file it with the Texas Ethics Commission (“TEC”); and (2) submit the signed Form 1295, including the certification of filing number of the Form 1295 with the TEC, to the District at the same time Priority executes and submits the Contract to the District. Form 1295s are available on the TEC’s website at <https://www.ethics.state.tx.us/filinginfo/1295/>. The Contract is not effective until the requirements listed above are satisfied and any approval or award of the Contract by the District is expressly made contingent upon Priority’s compliance with these requirements. **The signed Form 1295 may be submitted to the District in an electronic format.**

2. **Conflicts of Interest.** Priority acknowledges that Texas Local Government Code Chapter 176 (as amended, “Chapter 176”) requires the disclosure of certain matters by contractors doing business with or proposing to do business with local government entities such as the District. Priority confirms that it has reviewed Chapter 176 and, if required to do so, will complete and return Form CIQ promulgated by the TEC, which is available on the TEC’s website at <https://www.ethics.state.tx.us/forms/conflict/> within seven days of the date of submitting the Contract to the District or within seven days of becoming aware of a matter that requires disclosure under Chapter 176, whichever is applicable.

3. **Verification Under Chapter 2271, Texas Government Code.** If required under Chapter 2271 of the Texas Government Code (as amended, “Chapter 2271”), Priority represents and warrants that, at the time of execution and delivery of the Contract, neither Priority, nor any wholly or majority-owned subsidiary, parent company, or affiliate of Priority that exist to make a profit, boycott Israel or will boycott Israel during the term of the Contract. The foregoing verification is made solely to comply with Chapter 2271, to the extent such Chapter does not contravene applicable Federal law. As used in the foregoing verification, “boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Priority understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with Priority.

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

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, and
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

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

5. **Verification Under Chapter 2274, Texas Government Code, Relating to Contracts With Companies Boycotting Certain Energy Companies.** If required under Chapter

Priority Landscapes Proposal #2972

2274 of the Texas Government Code (as amended, "*Chapter 2274*"), Priority represents and warrants that, at the time of execution and delivery of the Contract, neither Priority, nor any wholly or majority-owned subsidiary, parent company, or affiliate of Priority that exists to make a profit, boycott energy companies or will boycott energy companies during the term of the Contract. The foregoing verification is made solely to comply with Chapter 2274. As used in the foregoing verification, "boycott energy companies" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (1) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law or (2) does business with a company described in the preceding section (1).

6. **Verification Under Chapter 2274, Texas Government Code, Relating to Contracts with Companies that Discriminate Against the Firearm and Ammunition Industries.** If required under Chapter 2274 of the Texas Government Code (as amended, "*Chapter 2274*"), Priority represents and warrants that, at the time of execution and delivery of the Contract, neither Priority, nor any wholly or majority-owned subsidiary, parent company, or affiliate of Priority that exists to make a profit, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or will discriminate during the term of the Contract against a firearm entity or firearm trade association. The foregoing verification is made solely to comply with Chapter 2274. As used in the foregoing verification, the terms "discriminate against a firearm entity", "firearm entity", and "firearm trade association" have the meanings ascribed to them in Section 2274.001, Texas Government Code.



PRIORITY LANDSCAPES
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Proposal #2982

Tumlinson Pool - Prep area for Synthetic Turf

Date 9/19/2023

Customer Block House MUD | 2600 S Block House Dr | Leander, TX 78641

Property Block House MUD | 2600 S Block House Dr. | Leander, TX 78641

PO #

- Removal and disposal of existing soil/grass
- Minor irrigation adjustments - If we find complications due to irrigation and the installation, irrigation services will be based on T&M apart from this proposal.

Landscape Services

Items	Quantity
Preparation/excavation and disposal of soil	1.00
PROJECT SUBTOTAL: \$7,200.00	
SALES TAX: \$0.00	
PROJECT TOTAL: \$7,200.00	

Terms & Conditions

By Tripp Hamby
Tripp Hamby

Date 9/19/2023
Priority Landscapes

By _____

Date _____
Block House MUD

CONTRACT ADDENDUM

This Contract Addendum (“Addendum”) is incorporated into the attached Proposal # 2982 (the “Contract”) between Priority Landscapes, LLC (“Priority”) and Block House Municipal Utility District (the “District”). If there is any conflict between the terms of the attached Contract and this Addendum, the terms of this Addendum will control.

1. **Interested Parties.** Priority acknowledges that Texas Government Code Section 2252.908 (as amended, “Section 2252.908”) requires disclosure of certain matters by contractors entering into a contract with a local government entity such as the District. Priority confirms that it has reviewed Section 2252.908 and, if required to do so, will (1) complete a Form 1295, using the unique identification number specified on page 1 of the Contract, and electronically file it with the Texas Ethics Commission (“TEC”); and (2) submit the signed Form 1295, including the certification of filing number of the Form 1295 with the TEC, to the District at the same time Priority executes and submits the Contract to the District. Form 1295s are available on the TEC’s website at <https://www.ethics.state.tx.us/filinginfo/1295/>. The Contract is not effective until the requirements listed above are satisfied and any approval or award of the Contract by the District is expressly made contingent upon Priority’s compliance with these requirements. **The signed Form 1295 may be submitted to the District in an electronic format.**

2. **Conflicts of Interest.** Priority acknowledges that Texas Local Government Code Chapter 176 (as amended, “Chapter 176”) requires the disclosure of certain matters by contractors doing business with or proposing to do business with local government entities such as the District. Priority confirms that it has reviewed Chapter 176 and, if required to do so, will complete and return Form CIQ promulgated by the TEC, which is available on the TEC’s website at <https://www.ethics.state.tx.us/forms/conflict/> within seven days of the date of submitting the Contract to the District or within seven days of becoming aware of a matter that requires disclosure under Chapter 176, whichever is applicable.

3. **Verification Under Chapter 2271, Texas Government Code.** If required under Chapter 2271 of the Texas Government Code (as amended, “Chapter 2271”), Priority represents and warrants that, at the time of execution and delivery of the Contract, neither Priority, nor any wholly or majority-owned subsidiary, parent company, or affiliate of Priority that exist to make a profit, boycott Israel or will boycott Israel during the term of the Contract. The foregoing verification is made solely to comply with Chapter 2271, to the extent such Chapter does not contravene applicable Federal law. As used in the foregoing verification, “boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Priority understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with Priority.

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

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<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, and
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

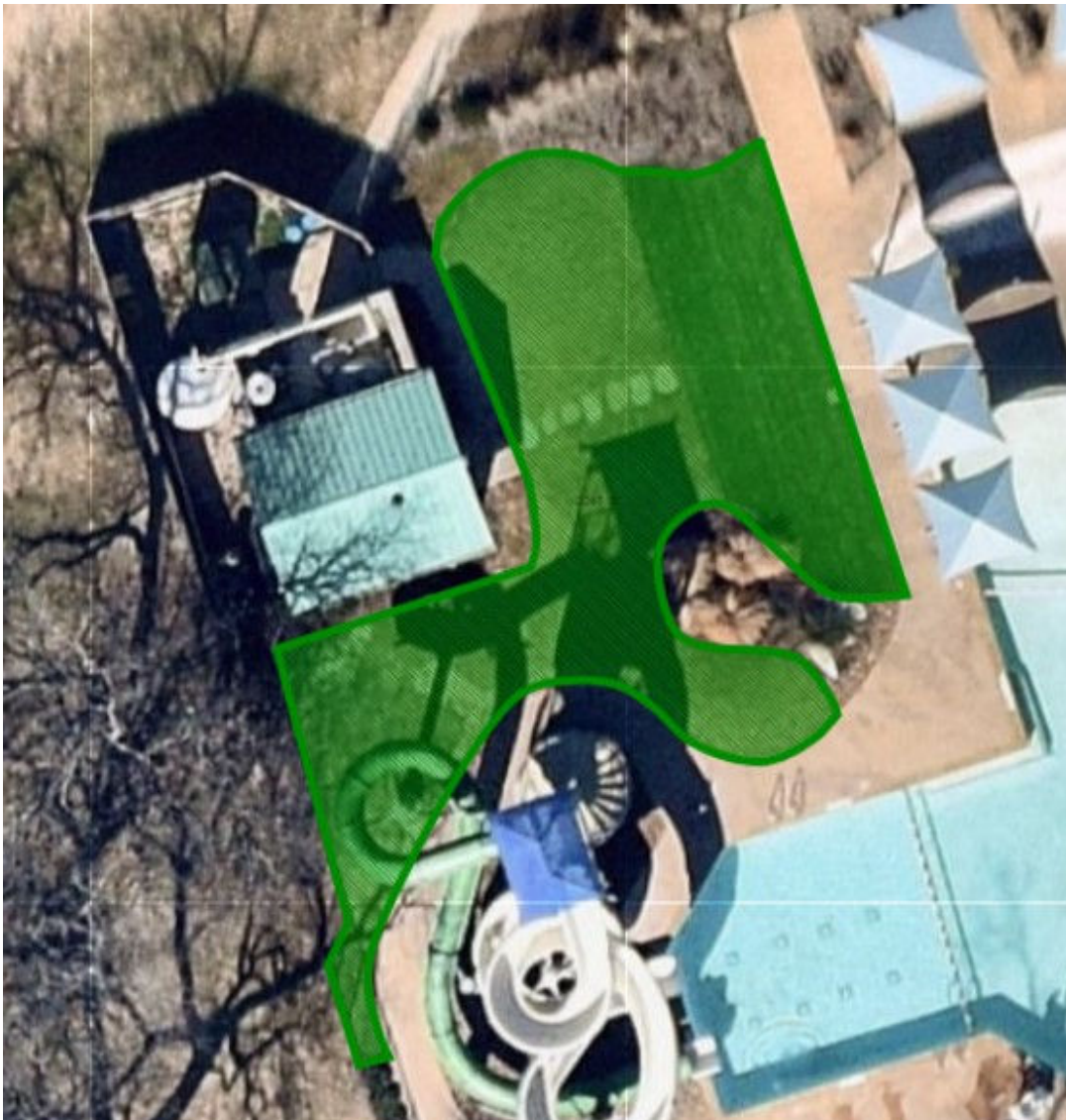
The foregoing representation is made solely to comply with Subchapter F, to the extent such subchapter does not contravene applicable Federal law, and excludes companies that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan, Iran,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

5. **Verification Under Chapter 2274, Texas Government Code, Relating to Contracts With Companies Boycotting Certain Energy Companies.** If required under Chapter

Priority Landscapes Proposal #2982

2274 of the Texas Government Code (as amended, "Chapter 2274"), Priority represents and warrants that, at the time of execution and delivery of the Contract, neither Priority, nor any wholly or majority-owned subsidiary, parent company, or affiliate of Priority that exists to make a profit, boycott energy companies or will boycott energy companies during the term of the Contract. The foregoing verification is made solely to comply with Chapter 2274. As used in the foregoing verification, "boycott energy companies" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (1) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law or (2) does business with a company described in the preceding section (1).

6. **Verification Under Chapter 2274, Texas Government Code, Relating to Contracts with Companies that Discriminate Against the Firearm and Ammunition Industries.** If required under Chapter 2274 of the Texas Government Code (as amended, "Chapter 2274"), Priority represents and warrants that, at the time of execution and delivery of the Contract, neither Priority, nor any wholly or majority-owned subsidiary, parent company, or affiliate of Priority that exists to make a profit, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or will discriminate during the term of the Contract against a firearm entity or firearm trade association. The foregoing verification is made solely to comply with Chapter 2274. As used in the foregoing verification, the terms "discriminate against a firearm entity", "firearm entity", and "firearm trade association" have the meanings ascribed to them in Section 2274.001, Texas Government Code.





PRIORITY LANDSCAPES
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Proposal #2983

Tumlinson Pool - Installation of Synthetic Turf

Date 9/19/2023

Customer Block House MUD | 2600 S Block House Dr | Leander, TX 78641

Property Block House MUD | 2600 S Block House Dr. | Leander, TX 78641

PO #

- Installation of weed barrier
- Installation of limestone 1/4" screening base
- Installation of Artificial Turf with necessary seam kits & glue
- Topdress with polymer sand and brush sand into the base of the turf

Landscape Services

Items	Quantity
Weed Barrier Install	3,000.00
Artificial Turf	3,000.00
Limestone Screenings install	35.00
<hr/>	
	PROJECT SUBTOTAL: \$23,580.00
	SALES TAX: \$0.00
	PROJECT TOTAL: \$23,580.00

Terms & Conditions

By Tripp Hamby

Tripp Hamby

Date 9/19/2023

Priority Landscapes

By _____

Date _____

Block House MUD

CONTRACT ADDENDUM

This Contract Addendum ("Addendum") is incorporated into the attached Proposal #_2983_ (the "Contract") between Priority Landscapes, LLC ("Priority") and Block House Municipal Utility District (the "District"). If there is any conflict between the terms of the attached Contract and this Addendum, the terms of this Addendum will control.

1. **Interested Parties.** Priority acknowledges that Texas Government Code Section 2252.908 (as amended, "Section 2252.908") requires disclosure of certain matters by contractors entering into a contract with a local government entity such as the District. Priority confirms that it has reviewed Section 2252.908 and, if required to do so, will (1) complete a Form 1295, using the unique identification number specified on page 1 of the Contract, and electronically file it with the Texas Ethics Commission ("TEC"); and (2) submit the signed Form 1295, including the certification of filing number of the Form 1295 with the TEC, to the District at the same time Priority executes and submits the Contract to the District. Form 1295s are available on the TEC's website at <https://www.ethics.state.tx.us/filinginfo/1295/>. The Contract is not effective until the requirements listed above are satisfied and any approval or award of the Contract by the District is expressly made contingent upon Priority's compliance with these requirements. **The signed Form 1295 may be submitted to the District in an electronic format.**

2. **Conflicts of Interest.** Priority acknowledges that Texas Local Government Code Chapter 176 (as amended, "Chapter 176") requires the disclosure of certain matters by contractors doing business with or proposing to do business with local government entities such as the District. Priority confirms that it has reviewed Chapter 176 and, if required to do so, will complete and return Form CIQ promulgated by the TEC, which is available on the TEC's website at <https://www.ethics.state.tx.us/forms/conflict/> within seven days of the date of submitting the Contract to the District or within seven days of becoming aware of a matter that requires disclosure under Chapter 176, whichever is applicable.

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

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
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The foregoing representation is made solely to comply with Subchapter F, to the extent such subchapter does not contravene applicable Federal law, and excludes companies that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan, Iran, or a foreign terrorist organization. Priority understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with Priority.

5. **Verification Under Chapter 2274, Texas Government Code, Relating to Contracts With Companies Boycotting Certain Energy Companies.** If required under Chapter

Priority Landscapes Proposal #2983

2274 of the Texas Government Code (as amended, "*Chapter 2274*"), Priority represents and warrants that, at the time of execution and delivery of the Contract, neither Priority, nor any wholly or majority-owned subsidiary, parent company, or affiliate of Priority that exists to make a profit, boycott energy companies or will boycott energy companies during the term of the Contract. The foregoing verification is made solely to comply with Chapter 2274. As used in the foregoing verification, "boycott energy companies" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (1) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law or (2) does business with a company described in the preceding section (1).

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PRIORITY LANDSCAPES
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Proposal #2984

Water Barrel Install and Filling - October

Date 9/19/2023

Customer Block House MUD | 2600 S Block House Dr | Leander, TX 78641

Property Block House MUD | 2600 S Block House Dr. | Leander, TX 78641

PO #

Fill the water barrels two times per day. Days will be determined as requested by the GM. This proposal is based on 220 hours.

Watering Services

Items	Quantity
Fill Barrels to water trees	220.00
<hr/>	
PROJECT SUBTOTAL:	\$13,200.00
SALES TAX:	\$0.00
PROJECT TOTAL:	\$13,200.00

Terms & Conditions

By Tripp Hamby

Tripp Hamby

Date 9/19/2023

Priority Landscapes

By _____

Date _____

Block House MUD

CONTRACT ADDENDUM

This Contract Addendum ("Addendum") is incorporated into the attached Proposal # 2984 (the "Contract") between Priority Landscapes, LLC ("Priority") and Block House Municipal Utility District (the "District"). If there is any conflict between the terms of the attached Contract and this Addendum, the terms of this Addendum will control.

1. **Interested Parties.** Priority acknowledges that Texas Government Code Section 2252.908 (as amended, "Section 2252.908") requires disclosure of certain matters by contractors entering into a contract with a local government entity such as the District. Priority confirms that it has reviewed Section 2252.908 and, if required to do so, will (1) complete a Form 1295, using the unique identification number specified on page 1 of the Contract, and electronically file it with the Texas Ethics Commission ("TEC"); and (2) submit the signed Form 1295, including the certification of filing number of the Form 1295 with the TEC, to the District at the same time Priority executes and submits the Contract to the District. Form 1295s are available on the TEC's website at <https://www.ethics.state.tx.us/filinginfo/1295/>. The Contract is not effective until the requirements listed above are satisfied and any approval or award of the Contract by the District is expressly made contingent upon Priority's compliance with these requirements. **The signed Form 1295 may be submitted to the District in an electronic format.**

2. **Conflicts of Interest.** Priority acknowledges that Texas Local Government Code Chapter 176 (as amended, "Chapter 176") requires the disclosure of certain matters by contractors doing business with or proposing to do business with local government entities such as the District. Priority confirms that it has reviewed Chapter 176 and, if required to do so, will complete and return Form CIQ promulgated by the TEC, which is available on the TEC's website at <https://www.ethics.state.tx.us/forms/conflict/> within seven days of the date of submitting the Contract to the District or within seven days of becoming aware of a matter that requires disclosure under Chapter 176, whichever is applicable.

3. **Verification Under Chapter 2271, Texas Government Code.** If required under Chapter 2271 of the Texas Government Code (as amended, "Chapter 2271"), Priority represents and warrants that, at the time of execution and delivery of the Contract, neither Priority, nor any wholly or majority-owned subsidiary, parent company, or affiliate of Priority that exist to make a profit, boycott Israel or will boycott Israel during the term of the Contract. The foregoing verification is made solely to comply with Chapter 2271, to the extent such Chapter does not contravene applicable Federal law. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Priority understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with Priority.

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

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, and
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

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

5. **Verification Under Chapter 2274, Texas Government Code, Relating to Contracts With Companies Boycotting Certain Energy Companies.** If required under Chapter

Priority Landscapes Proposal #2984

2274 of the Texas Government Code (as amended, "*Chapter 2274*"), Priority represents and warrants that, at the time of execution and delivery of the Contract, neither Priority, nor any wholly or majority-owned subsidiary, parent company, or affiliate of Priority that exists to make a profit, boycott energy companies or will boycott energy companies during the term of the Contract. The foregoing verification is made solely to comply with Chapter 2274. As used in the foregoing verification, "boycott energy companies" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (1) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law or (2) does business with a company described in the preceding section (1).

6. **Verification Under Chapter 2274, Texas Government Code, Relating to Contracts with Companies that Discriminate Against the Firearm and Ammunition Industries.** If required under Chapter 2274 of the Texas Government Code (as amended, "*Chapter 2274*"), Priority represents and warrants that, at the time of execution and delivery of the Contract, neither Priority, nor any wholly or majority-owned subsidiary, parent company, or affiliate of Priority that exists to make a profit, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or will discriminate during the term of the Contract against a firearm entity or firearm trade association. The foregoing verification is made solely to comply with Chapter 2274. As used in the foregoing verification, the terms "discriminate against a firearm entity", "firearm entity", and "firearm trade association" have the meanings ascribed to them in Section 2274.001, Texas Government Code.



O 512.452.0371 : F 512.454.9933
8834 North Capital of Texas Highway, Suite 140
Austin, Texas 78759 : www.grayengineeringinc.com

TBPELS 2946

MEMORANDUM

TO: Block House MUD Board of Directors

FROM: David W. Gray, P.E.

DATE: September 19, 2023

RE: Engineering Report
GEI 349-8891-54

The following is a summary of the active jobs which we currently have on-going for the District:

General Engineering Services (GEI No. 349-8891-54 /11120)

GEI has continued to follow up on directives and respond to miscellaneous inquiries from the District since last month's meeting.

It has recently come to our attention that the City of Cedar Park is contemplating some work to Block House Creek. We have followed up with the City of Cedar Park Engineering Division who noted that the City has partnered with Upper Brushy Creek WCID on designing and optimizing the right combination of improvements that create the best values for addressing historical flooding in the area generally located along Block House Creek between US 183 and Sumac Lane in Cedar Park. Attached is some public information data that briefly describes the project scope and purpose. As the design work is just starting, there is no detailed information available regarding this project from the City at the current time.

Block House \$3,150,000 Recreational Bond Issue (GEI Job. No. 349-11515.38) (No Change)

GEI has previously been authorized to start work on the District's anticipated \$3,150,000 Recreational Bond issue. Preparation of the bond report with attachments to include funding of the recreational improvements as approved by the Board under the Park Improvements Implementation Matrix has paused pending further direction from the Board as to the which projects the Board may elect to include for funding in the recreational bond issue. GEI is currently awaiting further direction from the Board as to any additional adjustments the Board would like to see made to the bond application.



Block House MUD Board of Directors
September 19, 2023
Page 2

NFM Site Development Plan Review (GEI Job. No. 349-11669.67)

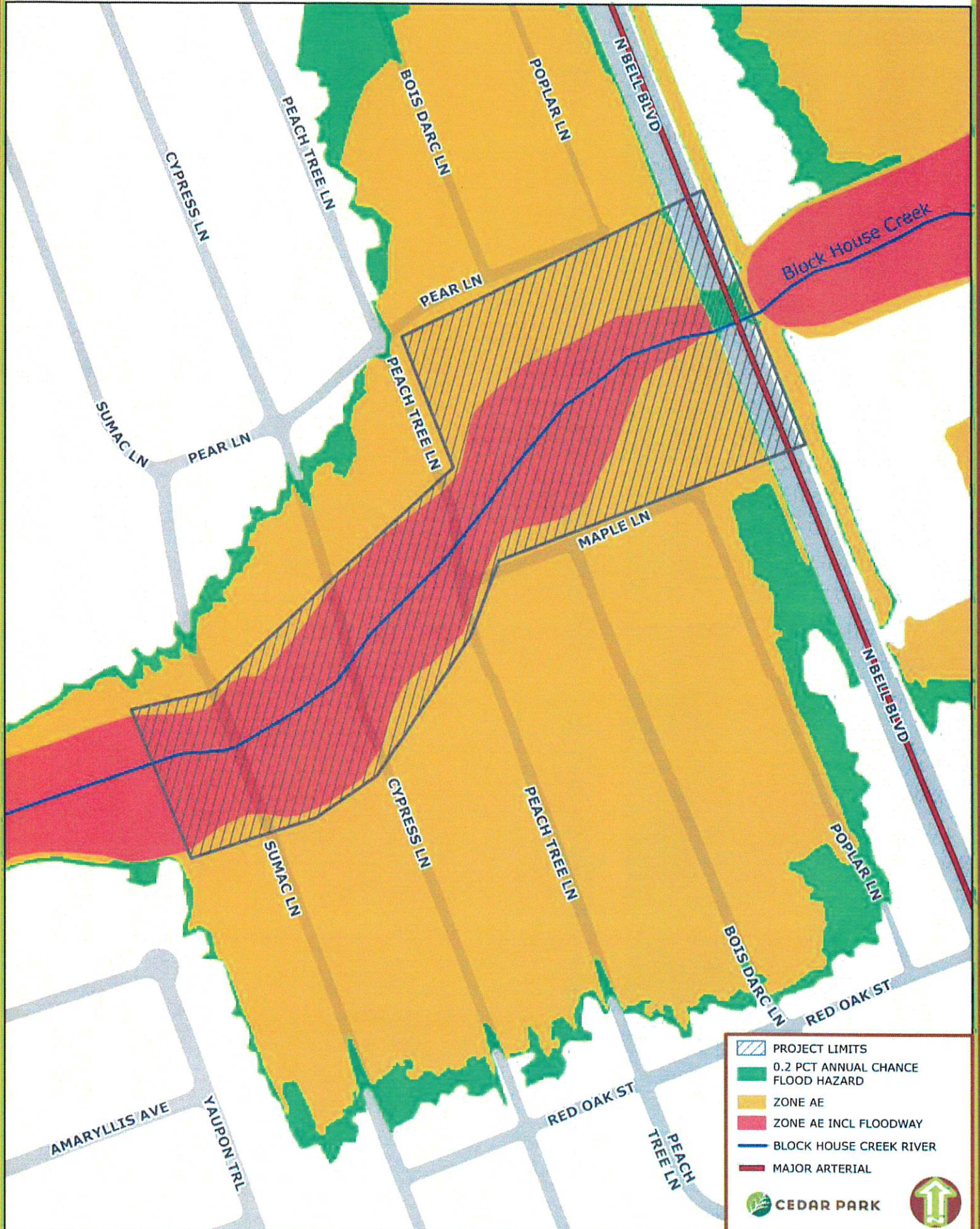
GEI has exchanged correspondence with representatives of the new proposed NFM development to discuss the engineering issues associated with the project tying a portion of the District's existing storm water system along Creek Run Drive. On September 9th, we received a submittal of a large amount of planning and preliminary engineering information (approximately 278,000 KB of data) in support of the project. As of the date of this report, we are still reviewing that data to determine the effects of the development on the District's storm water drainage system. We hope to be able to identify any additional information needed from the project's development team shortly to allow us to finalize that review and make a determination of the effects to the extent there are any and communicate that back to the project's developer and Board.







DWG:ad



Attachments

cc: Mr. Sean Abbott; Armbrust & Brown, PLLC
Mr. Andrew Hunt; Crossroads Utility Services
Ms. Lisa Torres; Crossroads Utility Services

CITY OF CEDAR PARK BLOCK HOUSE CREEK CHANNELIZATION PROJECT LIMITS



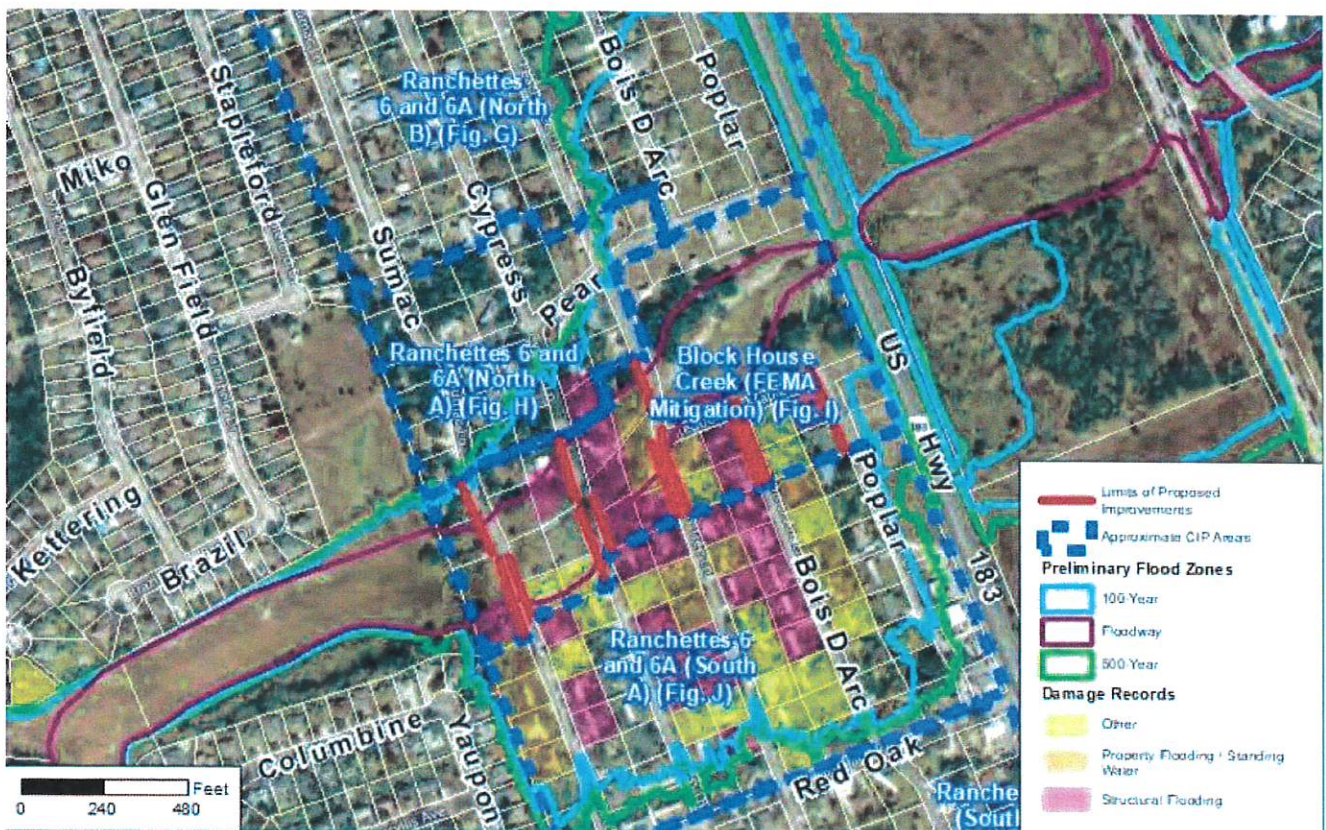
	PROJECT LIMITS
	0.2 PCT ANNUAL CHANCE FLOOD HAZARD
	ZONE AE
	ZONE AE INCL FLOODWAY
	BLOCK HOUSE CREEK RIVER
	MAJOR ARTERIAL

 CEDAR PARK
 

Drainage

BLOCK HOUSE CREEK - PARK CHANNEL IMPROVEMENTS

- Mitigation project will include channelization through a local park and adjacent Ranchettes Section 6 and 6a Subdivision along Block House Creek
- Currently under design
- Construction anticipated to start: TBD





OPERATIONS REPORT

Block House Municipal Utility District Board of Directors Meeting



September 27, 2023

**Block House Municipal Utility District
Operations Report
Water System Identification No. 2270226
For the month of August 2023**

GENERAL INFORMATION

Occupied Single Family Connections	<u>2158</u>	x 3 =	<u>6474</u>	Estimated Population
Vacant Single Family Connections	<u>11</u>			
Commerical Connections	<u>1</u>			
School Connections	<u>2</u>			
Fire Hydrants	<u>0</u>			
Residential Builder	<u>1</u>			
District Connections	<u>9</u>			
Irrigation Connections	<u>26</u>			
 TOTAL CONNECTIONS	 <u>2197</u>			

BACTERIOLOGICAL ANALYSES

7 Water sample(s) taken on 8/18/23, 8/25/23 All bacterial samples were satisfactory.

WATER ACCOUNTABILITY CHART

FROM:	TO:	MASTER METER READ (1000 GALS.)	BILLED & ACCOUNTED TOTALS (1000 GALS)	METER READ ADJUSTMENTS (1000 GALS)	ADJUSTED BILLING TOTAL (1000 GALS)	FLUSHING OTHER (1000 GALS)	GALLONS UNACCT FOR (1000 GALS)	PERCENT GAIN/LOSS	WATER LOSS/GAIN AT \$2.15
05/01/21	06/01/21	17,299.7	15,060.0	176	15,236.00	15.4	-2,048.3	-11.84%	-\$4,403.85
06/02/21	07/01/21	16,959.3	16,117.0	0	16,117.00	16.1	-826.2	-4.87%	-\$1,776.33
07/02/21	07/29/21	18,432.8	16,221.0	0	16,221.00	16.0	-2,195.8	-11.91%	-\$4,720.97
07/30/21	08/30/21	23,366.1	21,967.0	0	21,967.00	16.0	-1,383.1	-5.92%	-\$2,973.67
08/31/21	09/29/21	20,777.3	20,157.0	0	20,157.00	16.0	-604.3	-2.91%	-\$1,299.25
09/30/21	11/01/21	17,556.1	16,417.0	0	16,417.00	16.0	-1,123.1	-6.40%	-\$2,414.67
11/02/21	12/01/21	13,510.2	12,408.0	0	12,408.00	27.3	-1,074.9	-7.96%	-\$2,311.04
12/02/21	12/29/21	10,952.1	10,354.0	0	10,354.00	12.3	-585.8	-5.35%	-\$1,259.47
12/30/22	01/31/22	12,400.1	11,845.0	0	11,845.00	13.8	-541.3	-4.37%	-\$1,163.80
02/01/22	03/01/22	10,958.8	10,521.0	0	10,521.00	13.8	-424.0	-3.87%	-\$911.60
03/02/22	03/31/22	12,441.3	11,475.0	0	11,475.00	12.4	-953.9	-7.67%	-\$2,050.89
04/01/22	05/01/22	17,784.6	16,721.0	0	16,721.00	12.2	-1,051.4	-5.91%	-\$2,260.51
05/02/22	06/01/22	18,736.9	16,967.0	0	16,967.00	512.2	-1,257.7	-6.71%	-\$2,704.06
06/02/22	06/30/22	24,139.9	21,776.0	0	21,776.00	37.8	-2,302.1	-9.54%	-\$4,949.52
07/01/22	08/02/22	34,687.5	32,038.0	0	32,038.00	2.4	-2,647.1	-7.63%	-\$5,691.27
08/03/22	09/02/22	27,246.6	24,852.0	0	24,852.00	5.4	-2,389.2	-8.77%	-\$5,136.78
09/03/22	09/30/22	14,789.0	14,008.0	0	14,008.00	11.5	-769.5	-5.20%	-\$1,654.43
10/01/22	10/31/22	20,332.0	18,759.0	0	18,759.00	8.8	-1,564.2	-7.69%	-\$3,363.03
11/01/22	11/30/22	14,905.0	12,922.0	0	12,618.00	17.0	-2,270.0	-15.23%	-\$4,880.50
12/01/22	01/02/23	14,061.0	12,749.0	0	12,749.00	17.0	-1,295.0	-9.21%	-\$2,784.25
01/03/23	02/02/23	11,656.0	10,586.0	0	10,586.00	17.5	-1,052.5	-9.03%	-\$2,262.88
02/03/23	02/28/23	10,049.0	9,138.0	0	9,138.00	17.0	-894.0	-8.90%	-\$1,922.10
03/01/23	03/30/23	15,995.6	13,729.0	0	13,729.00	56.4	-2,210.2	-13.82%	-\$4,751.93
03/31/23	05/02/23	19,317.0	16,508.0	0	16,508.00	19.0	-2,790.0	-14.44%	-\$5,998.50
05/03/23	05/31/23	15,130.0	12,398.0	0	12,398.00	14.3	-2,717.7	-17.96%	-\$5,843.06
06/01/23	07/04/23	25,708.0	22,808.0	0	22,808.00	60.6	-2,839.5	-11.05%	-\$6,104.82
07/05/23	07/31/23	27,029.0	25,021.0	0	25,021.00	30.2	-1,977.8	-7.32%	-\$4,252.26
2023 TOTAL		153,850.6	135,859.0	0.0	135,555.0	249.0	-18,046.6	-1.1	-38,800.3
2023 MONTHLY AVG.		17,094.5	15,095.4	0.0	15,061.7	27.7	-2,005.2	-0.1	-4,311.1
2022 TOTAL		217,979.0	201,724.0	0.0	201,724.0	669.9	-15,561.1	-0.8	-33,456.4
2022 MONTHLY AVG.		18,164.9	16,810.3	0.0	16,810.3	55.8	-1,296.8	-0.1	-2,788.0
2021 TOTAL		231,107.4	217,642.0	-167.0	217,475.0	214.5	-13,417.9	-0.8	-28,848.5
2021 MONTHLY AVG.		17,777.5	16,741.7	-12.8	16,728.8	16.5	-1,032.1	-0.1	-2,219.1
2020 TOTAL		222,658.9	207,861.0	236.0	208,097.0	348.7	-14,213.2	-0.7	-30,558.4
2020 MONTHLY AVG.		18,554.9	17,321.8	19.7	17,341.4	31.7	-1,184.4	-0.1	-2,546.5
2019 TOTAL		200,740.7	188,671.0	-6.0	188,665.0	754.0	-11,321.7	-0.6	-24,341.7
2019 MONTHLY AVG.		16,728.4	15,722.6	-0.5	15,722.1	62.8	-943.5	-0.1	-2,028.5
2018 TOTAL		209,314.9	197,814.0	-486.0	197,328.0	1,066.0	-10,920.9	-0.7	-23,479.9
2018 MONTHLY AVG.		17,442.9	16,484.5	-40.5	16,444.0	88.8	-910.1	-0.1	-1,956.7
2017 TOTAL		217,191.0	192,922.0	-739.0	192,183.0	812.2	-24,195.8	-1.3	-52,021.1
2017 MONTHLY AVG.		18,379.8	16,422.5	-64.5	16,358.0	69.0	-1,952.9	-0.1	-4,198.7
2016 TOTAL		2,392,493.1	2,346,985.6			8,356.2	-18,506.7		-\$39,789.34
2016 MONTHLY AVG.		19,451.2	17,514.8			67.9	-1,542.2	-7.93%	-\$3,315.78
2015 TOTAL		2,594,671.2	2,346,985.6			7,164.5	-10,625.8		-\$22,845.42
2015 MONTHLY AVG.		19,363.2	17,514.8			64.5	-885.5	-4.57%	-\$1,903.78

CUSTOMER BILLING REPORT
 BLKH - BLOCK HOUSE MUD
 July 11, 2023 to August 10, 2023

Current Billing

Deposit	\$0.00	
Basic Service	115,183.74	
Water	111,015.01	
Sewer	39,599.12	
TCEQ	1,327.49	
Misc	\$0.00	

Total Current Billing		\$267,125.36

Aged Receivables

Thirty (30) Days	-\$1,698.07	
Sixty (60) Days	14,236.80	
Ninety (90) Days	633.22	
One hundred twenty (120) Days	3,683.81	
Billed Arrears	16,855.76	
Credit Bal Fwd	-4,733.63	

Total Aged Receivables		\$12,122.13

Accounts Receivables

Deposit	-\$2,800.00	
Penalty	\$3,676.58	
Basic Service	114,996.74	
Water	105,790.31	
Sewer	37,518.99	
TCEQ	1,251.53	
Miscellaneous	438.00	

Total Accounts Receivables		\$260,872.15

Deposit Liability

Balance As Of	07/11/23	\$347,883.44
Collections		-6,300.00
Deposits Applied		7,600.00

Balance As Of	08/10/23	\$349,183.44

BLOCKHOUSE MUNICIPAL UTILITY DISTRICT # 1
Billing Report
August 2023

Connections	July	Aug
Active	2170	2158
Inactive	19	11
Total	2189	2169

Billing Recap

	July	August
Deposit	\$0.00	\$0.00
Basic Service	\$100,147.31	\$115,183.74
Water	\$72,269.01	\$111,015.01
Sewer	\$38,126.40	\$39,599.12
State Assessment	\$1,272.05	\$1,327.49
Miscellaneous	\$0.00	\$0.00
Total Current Billing	\$211,814.77	\$267,125.36
30 Days	\$10,231.32	-\$1,698.07
60 Day	-\$351.02	\$14,236.80
90 Day	-\$1,694.07	\$633.22
120 Day	-\$10,679.47	\$3,683.81
Past Due	-\$2,493.24	\$16,855.76

Collections

	July	August
Letters	214	199
Terminations	14	15

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
Water Utilities Division

Monthly Operational Report For Public Water Systems Purchasing Treated Water From Another System
Which Uses Surface Water Sources or Groundwater Sources Under The Influence of Surface Water

PUBLIC WATER SYSTEM NAME: **BLOCK HOUSE M.U.D.**

System I.D. #: **2460110**

Month: **August 2023**

Submitted by:

Date:

No. of Connections: **2198**

Certificate #:

Grade:

TREATED WATER PURCHASED FROM A WHOLESALE SUPPLIER				
Date	Quantity (mgd)	Date	Quantity (mgd)	Monthly Summary (mgd)
1	1.002	16	1.035	Total
2	1.037	17	0.839	Monthly
3	0.967	18	0.981	Purchase: 28.061
4	1.102	19	0.981	
5	1.102	20	0.981	Average
6	1.102	21	0.774	Daily: 0.905
7	0.573	22	0.979	
8	1.237	23	0.893	Maximum
9	0.755	24	0.778	Daily: 1.237
10	0.707	25	0.813	
11	0.941	26	0.813	Minimum
12	0.941	27	0.813	Daily: 0.573
13	0.941	28	0.738	
14	0.834	29	0.872	
15	0.928	30	0.921	
		31	0.681	

DISTRIBUTION SYSTEM (DISINFECTANT RESIDUAL MONITORING)		
Minimum allowable disinfectant residual:	<u>0.5</u> mg/L	Percentage of the measurements below the limit this month:
Total No. of measurements this month:	<u>35</u>	<input type="text" value="0%"/> (1A)
No. of measurements below the limit:	<u>0</u>	
Percentage of the measurements below the limit last month:		<input type="text" value="0%"/> (1B)

PUBLIC NOTIFICATION			
TREATMENT TECHNIQUE VIOLATION	Yes/No	If YES, Date when Notice was Given to the:	
		TCEQ	Customers*
More than 5.0% of the disinfectant residuals in the distribution system below acceptable levels for two consecutive months? - see (1A) and (1B)	NO		

* A sample copy of the Notice to the customers must accompany this report.

Block House Water Usage Analysis
By Fiscal Year

Billing Period	Residential (gallons)	#	Irrigation (gallons)	#	School (gallons)	#	Commercial (gallons)	#	District (gallons)	#	Monthly Totals	# of Res Conn	# of Occupied	Average Usage
Oct-22	12,637,001	2,159	998,000	26	54,000	2	2,000	1	317,000	10	14,008,001	2,171	2,159	5.82
Nov-22	15,474,001	2,157	2,170,000	26	52,000	2	8,000	1	840,000	9	18,544,001	2,169	2,157	7.13
Dec-22	10,567,000	2,156	1,822,000	26	40,000	2	3,000	1	490,000	8	12,922,000	2,168	2,156	4.87
Jan-23	12,006,005	2,157	413,000	26	112,000	2	2,000	1	216,000	8	12,749,005	2,169	2,157	5.54
Feb-23	10,489,007	2,158	18,000	26	53,000	2	4,000	1	22,000	8	10,586,007	2,169	2,158	4.84
Mar-23	8,939,007	2,154	101,000	26	27,000	2	2,000	1	69,000	8	9,138,007	2,168	2,154	4.12
Apr-23	11,255,009	2,153	1,882,000	26	30,000	2	4,000	1	558,000	8	13,729,009	2,169	2,153	5.19
May-23	13,547,011	2,155	2,255,000	26	41,000	2	5,000	1	660,000	9	16,508,011	2,169	2,155	6.25
Jun-23	11,041,000	2,153	767,000	26	34,000	2	3,000	1	553,000	9	12,398,000	2,175	2,153	5.08
Jul-23	19,735,000	2,150	2,191,000	26	53,000	2	3,000	1	826,000	9	22,808,000	2,169	2,150	9.10
Aug-23	21,536,000	2,158	2,552,000	26	58,000	2	6,000	1	869,000	9	25,021,000	2,169	2,158	9.93
BLKH FY 22-23 Totals	147,226,041		15,169,000		554,000		42,000		5,420,000		168,411,041			

Block House MUD

Monthly Meter Read Comparison for: August 2023

	<u>City of Cedar Park</u>		<u>Blockhouse Creek MUD</u>			
	7/21/2023 Previous	8/22/2023 Current	Usage (Kgal)	7/21/2023 Previous	8/22/2023 Current	Usage(Kgal)
Blockhouse Drive/New Hope	433671	463641	2997	433709	463234	2952.52
Totals			2997			2952.52
					Difference	<u>44.48</u>

**Block House Municipal Utility District
City of Cedar Park Water Billings Vs. M.U.D. Reads**

<u>Date</u>	<u>City of Cedar Park Read (Gallons)</u>	<u>M.U.D. Read (Gallons)</u>
5/23/21 - 6/22/21	13,355,200	16,640,000
6/23/21 - 7/22/21	14,276,950	10,140,000
7/23/21 - 8/22/21	22,043,000	22,489,000
8/23/21 - 9/22/21	22,486,030	21,006,000
FY 20/21 TOTAL	204,001,960	198,717,000
<i>Difference</i>	<i>(5,284,960)</i>	

9/23/21 - 10/22/21	17,168,840	16,591,000
10/23/21 - 11/22/21	14,940,800	13,564,000
11/23/21 - 12/22/21	12,432,100	12,645,000
12/23/21 - 1/22/22	12,339,890	11,989,000
1/23/22 - 2/22/22	12,334,140	11,521,000
2/23/22 - 3/22/22	12,612,931	14,407,000
3/23/22 - 4/22/22	17,537,820	17,160,000
4/23/22 - 5/22/22	18,442,460	19,195,000
5/23/22 - 6/22/22	22,759,610	24,838,000
6/23/22 - 7/22/22	29,185,340	31,080,000
7/23/22 - 8/22/22	32,308,110	29,572,000
8/23/22 - 9/22/22	18,368,240	16,071,000
FY 21/22 TOTAL	220,430,281	218,633,000
<i>Difference</i>	<i>(1,797,281)</i>	

9/23/22 - 10/22/22	18,749,440	20,332,000
10/23/22 - 11/22/22	17,049,550	14,905,000
11/23/22 - 12/22/22	12,491,170	13,238,000
12/23/22 - 1/22/23	13,330,570	12,693,000
1/23/23 - 2/22/23	11,866,160	10,835,000
2/23/23 - 3/22/23	14,016,520	16,643,000
3/23/23 - 4/22/23	18,446,370	17,578,000
4/23/23 - 5/22/23	15,274,560	15,672,000
5/23/23 - 6/22/23	19,634,510	22,102,000
6/23/23 - 7/22/23	28,082,680	30,635,000
7/23/23 - 8/22/23	29,969,030	28,061,000
FY 22/23 TOTAL	198,910,560	202,694,000
<i>Difference</i>	<i>3,783,440</i>	

**BLOCK HOUSE MUNICIPAL UTILITY DISTRICT
GENERAL MANAGER'S REPORT
WRITE-OFF LIST
August 23**

(There are no write-offs for this period)

Blockhouse MUD Write Offs Fiscal Year

	2020/21	2021/22	2022/23
OCTOBER			
WRITE-OFF	\$ -	\$ 303.96	\$ -
COLLECTED	\$ -	\$ -	\$ -
NOVEMBER			
WRITE-OFF	\$ 615.78	\$ -	\$ -
COLLECTED	\$ -	\$ -	\$ -
DECEMBER			
WRITE-OFF	\$ -	\$ -	\$ -
COLLECTED	\$ -	\$ -	\$ -
JANUARY			
WRITE-OFF	\$ -	\$ 114.39	\$ -
COLLECTED	\$ -	\$ -	\$ -
FEBRUARY			
WRITE-OFF	\$ 604.06	\$ -	\$ -
COLLECTED	\$ -	\$ -	\$ -
MARCH			
WRITE-OFF	\$ -	\$ -	\$ -
COLLECTED	\$ -	\$ -	\$ -
APRIL			
WRITE-OFF	\$ -	\$ -	\$ -
COLLECTED	\$ -	\$ -	\$ -
MAY			
WRITE-OFF	\$ -	\$ -	\$ -
COLLECTED	\$ -	\$ -	\$ -
JUNE			
WRITE-OFF	\$ -	\$ -	\$ -
COLLECTED	\$ -	\$ -	\$ -
JULY			
WRITE-OFF	\$ 687.97	\$ -	\$ -
COLLECTED	\$ -	\$ -	\$ -
AUGUST			
WRITE-OFF	\$ -	\$ -	\$ -
COLLECTED	\$ -	\$ -	\$ -
SEPTEMBER			
WRITE-OFF	\$ -	\$ -	
COLLECTED	\$ -	\$ -	
TOTAL COLLECTIONS:	\$ 1,907.81	\$ 418.35	\$ -
TOTAL COLLECTED:	\$ -	\$ -	\$ -



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**Block House MUD
 2023 Quarterly Operations Reports**

First Quarter 2023						
Month	Bulky Pick Ups	Misses	Courtesy Clean Ups	Cart DEL	Cart Swaps	Cart TERMS
January	37	1	2	2	31	0
February	35	2	2	6	40	0
March	48	6	3	6	11	2
Totals	120	9	7	14	82	2

Second Quarter 2023						
Month	Bulky Pick Ups	Misses	Courtesy Clean Ups	Cart DEL	Cart Swaps	Cart TERMS
April	43	2	5	0	7	0
May	53	2	1	4	19	2
June	42	5	3	4	62	7
Totals	138	9	9	8	88	9

Third Quarter 2023						
Month	Bulky Pick Ups	Misses	Courtesy Clean Ups	Cart DEL	Cart Swaps	Cart TERMS
July	53	3	2	0	64	0
August	40	5	2	2	42	3
September						
Totals	93	8	4	2	106	3

Fourth Quarter 2023						
Month	Bulky Pick Ups	Misses	Courtesy Clean Ups	Cart DEL	Cart Swaps	Cart TERMS
October						
November						
December						
Totals	0	0	0	0	0	0

2023 TOTALS	351	26	20	24	276	14
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Block House MUD- 2023 Operations Report
August

Courtesy Pick-ups

CUST #	CUSTOMER NAME	ADDRESS		DATE	ACTION	W/O#
29821	AZIOS	2403	AUTREY	8/23/2023	96G RECY CLEANUP	7423874
30132	HOPKINS	1004	CHARDONNAY	8/23/2023	96G RECY CLEANUP	7415720

Bulky Waste

CUST #	CUSTOMER NAME	ADDRESS		DATE	ACTION	W/O#
30132	HOPKINS	1004	CHARDONNAY	8/16/2023	BULKY WASTE SRVC	7415724
30210	DONNELL	2513	CLAUDIA	8/23/2023	BULKY WASTE SRVC	7430411
30475	WHITLOCK	2611	GREENLEE	8/30/2023	BULKY WASTE SRVC	7437952
30479	SMITH	2703	GREENLEE	8/30/2023	BULKY WASTE SRVC	7438438
30483	HORNSBY	2707	GREENLEE	8/30/2023	BULKY WASTE SRVC	7432829
30552	JOHNSON	906	HOUSE CREEK	8/16/2023	BULKY WASTE SRVC	7418980
30570	LAWHON	2606	HUNT	8/16/2023	BULKY WASTE SRVC	7415426
30597	GULLEDGE	2603	HUTTON	8/30/2023	BULKY WASTE SRVC	7431589
30686	TORSEY	2607	JOHNATHAN	8/9/2023	BULKY WASTE SRVC	7407961
30999	FLOYD	1406	MOJAVE	8/16/2023	BULKY WASTE SRVC	7420130
31007	SULLIVAN	1415	MOJAVE	8/2/2023	BULKY WASTE SRVC	7383593
31062	HALEY	1004	MOSER RIVER	8/30/2023	BULKY WASTE SRVC	7439487
31147	BECKER	1111	PINE PORTAGE	8/30/2023	BULKY WASTE SRVC	7435565
31185	MANNINGS	1211	PINE PORTAGE	8/9/2023	BULKY WASTE SRVC	7402814
31197	HESLOP	1230	PINE PORTAGE	8/23/2023	BULKY WASTE SRVC	7428363
31245	FAGAN	3205	PORT ANNE	8/16/2023	BULKY WASTE SRVC	7416701
31298	SMALL	17508	PORT HOOD	8/23/2023	BULKY WASTE SRVC	7428657
31357	PHILPOTT	1510	ROSSPORT	8/30/2023	BULKY WASTE SRVC	7437228
31386	BAKER, JAMES	1511	SCOTTSDALE	8/9/2023	BULKY WASTE SRVC	7411296
31419	GUERIN PROPERTY SERVIC	16702	SHIPSHAW RIVER	8/2/2023	BULKY WASTE SRVC	7399739
31430	BOERSMA	16804	SHIPSHAW RIVER	8/30/2023	BULKY WASTE SRVC	7437974
31446	RUFFCORN	16304	SNELLING	8/23/2023	BULKY WASTE SRVC	7430651
31510	HERNANDEZ	2417	SOCORRO	8/16/2023	BULKY WASTE SRVC	7420934
31565	DOHRING/COURAGE	16320	SPOTTED EAGLE	8/7/2023	BULKY WASTE SRVC	7415475
31649	PEARSON	3402	SPUMANTI	8/2/2023	BULKY WASTE SRVC	7379512
31683	FORTNEY	3213	ST GENEVIEVE	8/23/2023	BULKY WASTE SRVC	7428120
31708	NAIR	16801	STOCKTON	8/9/2023	BULKY WASTE SRVC	7411975
31712	SHARE	16804	STOCKTON	8/2/2023	BULKY WASTE SRVC	7399328
31722	COOK	16911	STOCKTON	8/30/2023	BULKY WASTE SRVC	7430718
31726	SUTHERIN	16919	STOCKTON	8/23/2023	BULKY WASTE SRVC 6CY	7427518
31744	SAMFORD	601	SUSAN	8/16/2023	BULKY WASTE SRVC	7413523
31898	COOPER	2706	WALKER	8/16/2023	BULKY WASTE SRVC	7410566
31912	GAMEZ	2610	WALKER	8/16/2023	BULKY WASTE SRVC	7418534
31948	ABNEY	2505	WINSLOW	8/9/2023	BULKY WASTE SRVC	7401624
31950	MIOANI	2507	WINSLOW	8/2/2023	BULKY WASTE SRVC	7384030
31950	MIOANI	2507	WINSLOW	8/9/2023	BULKY WASTE SRVC	7402738
31994	LOGAN	3312	ZINFANDEL	8/30/2023	BULKY WASTE SRVC	7439332

50018	THE LEGACY REALTY LLC	2410	CHARLEY HARLEY	8/2/2023	BULKY WASTE SRVC	7399634
52978	MUBLE	2605	ARMSTRONG	8/23/2023	BULKY WASTE SRVC	7428378
17295	BLOCKHOUSE MUD BULKY		VARIOUS LOCATIONS	8/30/2023	BULKY WASTE SRVC	7433565

Missed Pick-ups

CUST #	CUSTOMER NAME	ADDRESS		DATE	ACTION	W/O#
29772	THIESSEN	2712	ALEXANDER	8/1/2023	96G RECY MISS	7398165
30596	BLAISDELL	2602	HUTTON	8/16/2023	96G TRASH MISS	7422881
30596	BLAISDELL	2602	HUTTON	8/21/2023	96G TRASH MISS	7426026
30596	BLAISDELL	2602	HUTTON	8/21/2023	96G TRASH MISS	7429149
30596	BLAISDELL	2602	HUTTON	8/22/2023	96G TRASH MISS	7430429

Cart Deliveries

CUST #	CUSTOMER NAME	ADDRESS		DATE	ACTION	W/O#
30782	IVY	16206	KICKING BIRD	8/29/2023	96G TRASH CART DLVR	7433744
31463	DURBIN	14902	SNELLING	8/17/2023	96G TRASH CART DLVR	7418715

Cart Swaps

CUST #	CUSTOMER NAME	ADDRESS		DATE	ACTION	W/O#
29821	AZIOS	2403	AUTREY	8/3/2023	SWAP 9T CART FOR SAME	7402643
29821	AZIOS	2403	AUTREY	8/3/2023	SWAP 9Y CART FOR SAME	7402659
29939	ORCHARD PROPERTY LLC	15100	BIG FALLS	8/23/2023	SWAP 9Y CART FOR SAME	7415483
29993	HARPER	16903	BLACK KETTLE	8/9/2023	SWAP 9Y CART FOR SAME	7384534
29995	RANDALL	16906	BLACK KETTLE	8/23/2023	SWAP 9Y CART FOR SAME	7415516
30041	BLATCHFORD	17508	BOTTLE SPRINGS	8/9/2023	SWAP 9Y CART FOR SAME	7384501
30090	SHORT	1306	CATLIN	8/9/2023	SWAP 9Y CART FOR SAME	7384535
30090	SHORT	1306	CATLIN	8/23/2023	SWAP 9T CART FOR SAME	7415497
30277	BRUNE	16801	CREE LAKE	8/23/2023	SWAP 9Y CART FOR SAME	7415518
30331	WICKERSHAM	1300	DILLON LAKE	8/23/2023	SWAP 9T CART FOR SAME	7415514
30346	MCNEW	1315	DILLON LAKE	8/23/2023	SWAP 9T CART FOR SAME	7424899
30370	DOWNING	1521	DILLON LAKE	8/9/2023	SWAP 9Y CART FOR SAME	7384539
30405	WILSON	15329	ENGLISH RIVER	8/30/2023	SWAP 9T CART FOR SAME	7431327
30458	LOWRANCE	506	GABRIEL MILLS	8/9/2023	SWAP 9Y CART FOR SAME	7384618
30535	KENDALL	805	HOUSE CREEK	8/9/2023	SWAP 9T CART FOR SAME	7408188
30571	BERTISON	2607	HUNT	8/9/2023	SWAP 9T CART FOR SAME	7407444
30613	SIMMONS JR	2509	JACQUELINE	8/2/2023	SWAP 9T CART FOR SAME	7397658
30629	ANCIRA	16406	JADESTONE	8/2/2023	SWAP 9T CART FOR SAME	7398529
30629	ANCIRA	16406	JADESTONE	8/2/2023	SWAP 9Y CART FOR SAME	7398529
30631	FINN	16408	JADESTONE	8/9/2023	SWAP 9Y CART FOR SAME	7384506
30768	MYERS	611	KATHLEEN	8/23/2023	SWAP 9T CART FOR SAME	7414422
30849	CANALES	16405	LONE WOLF	8/23/2023	SWAP 9Y CART FOR SAME	7415521
30864	DIXSON	16502	LONE WOLF	8/23/2023	SWAP 9Y CART FOR SAME	7415522
30872	BRADLEY	16512	LONE WOLF	8/9/2023	SWAP 9Y CART FOR SAME	7384510
31060	WHITE	1000	MOSER RIVER	8/9/2023	SWAP 9Y CART FOR SAME	7384624
31080	DYBALA	1026	MOSER RIVER	8/9/2023	SWAP 9Y CART FOR SAME	7384619
31304	KORET	17514	PORT HOOD	8/9/2023	SWAP 9Y CART FOR SAME	7384508
31461	SCHMITZ	14815	SNELLING	8/23/2023	SWAP 9Y CART FOR SAME	7415490

31542	RISER	2610	SOCORRO	8/23/2023	SWAP 9T CART FOR SAME	7416872
31553	SOMERS	16306	SPOTTED EAGLE	8/9/2023	SWAP 9Y CART FOR SAME	7384503
31555	THOMPSON	16308	SPOTTED EAGLE	8/9/2023	SWAP 9Y CART FOR SAME	7384548
31586	SPEER	16500	SPOTTED EAGLE	8/9/2023	SWAP 9Y CART FOR SAME	7384550
31606	MIRELES	16613	SPOTTED EAGLE	8/23/2023	SWAP 9Y CART FOR SAME	7415492
31619	GUNTERMAN	16711	SPOTTED EAGLE	8/9/2023	SWAP 9Y CART FOR SAME	7384322
31725	TON	16917	STOCKTON	8/9/2023	SWAP 9Y CART FOR SAME	7384549
31785	SATTER	401	TUMLINSON FORT	8/30/2023	SWAP 9T CART FOR SAME	7437857
31910	AMAYA	2608	WALKER	8/23/2023	SWAP 9Y CART FOR SAME	7416956
31924	BELL	2710	WALKER	8/9/2023	SWAP 9Y CART FOR SAME	7384615
31933	GRIFFIN	2809	WALKER	8/23/2023	SWAP 9T CART FOR SAME	7423736
31957	WALSH	2517	WINSLOW	8/30/2023	SWAP 9T CART FOR SAME	7432795
31978	ARMSTRONG	2805	WINSLOW	8/30/2023	SWAP 9T CART FOR SAME	7432451
32001	MCCREY	15106	ZYANYA	8/23/2023	SWAP 9Y CART FOR SAME	7415493

Cart Terms

CUST #	CUSTOMER NAME	ADDRESS		DATE	ACTION	W/O#
31048	MCADAMS	16216	MONES	8/9/2023	CART 9Y TERM	7382335
31062	HALEY	1004	MOSER RIVER	8/9/2023	CART 9Y TERM	7384628
62712	MILLER	1304	CATLIN	8/9/2023	CART 9Y TERM	7410541



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Block House MUD Trash and Recycle Weight Report 2023

1st Quarter 2023

Month	Estimated Trash Tonnage	Estimated Recycle Tonnage
January	170.49	43.93
February	146.06	35.20
March	215.64	32.95
Total Tonnage for 1st Qtr	532.19	112.08

2nd Quarter 2023

Month	Estimated Trash Tonnage	Estimated Recycle Tonnage
April	168.87	37.25
May	190.45	74.41
June	111.86	34.38
Total Tonnage for 2nd Qtr	471.18	146.04

3rd Quarter 2023

Month	Estimated Trash Tonnage	Estimated Recycle Tonnage
July	92.33	63.78
August	141.36	30.60
September		
Total Tonnage for 3rd Qtr	233.69	94.38

4th Quarter 2023

Month	Estimated Trash Tonnage	Estimated Recycle Tonnage
October		
November		
December		
Total Tonnage for 4th Qtr	0.00	0.00

Total Yearly Tonnage 2023	1237.06	352.50
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Blockhouse Municipal Utility District Waste & Recycling Report August 2023

Date	Address	Customer Statement	Resolution/Response
8/1/2023	2712 Alexander Dr	Recycle service missed	WO entered for pickup
8/16/2023	2602 Hutton Ln	Trash service missed	WO entered for pickup
8/18/2023	2602 Hutton Ln	Trash service missed	New WO entered
8/21/2023	2602 Hutton Ln	Trash service missed	Contacted dispatch to request same day return
8/22/2023	2602 Hutton Ln	Trash service missed	Dispatch sent driver, trash picked up

Container Actions/Services:

Type Service	Number
Cart Exchanges/Swaps	42
Cart Deliveries	2
Carts Terminated	3
Bulky Pickup Service	40

BLOCK HOUSE MUNICIPAL UTILITY DISTRICT

ATTORNEY DIRECTIVES
(From August 23, 2023 Meeting)

1. Mr. Abbott is to follow up with the City of Cedar Park to confirm the District's approval of the Fire Protection Agreement. ***Done.***

OPERATIONS SERVICES AGREEMENT

between

BLOCK HOUSE MUNICIPAL UTILITY DISTRICT

and

CROSSROADS UTILITY SERVICES, L.L.C.

October 1, ~~2021~~2023

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OPERATIONS SERVICES AGREEMENT

This Operations Services Agreement (the “*Contract*”) is entered into effective October 1, ~~2021~~2023 (the “*Effective Date*”), between **BLOCK HOUSE MUNICIPAL UTILITY DISTRICT**, a municipal utility district operating under Chapters 49 and 54 of the Texas Water Code (the “*District*”) and **CROSSROADS UTILITY SERVICES, L.L.C.**, a Texas limited liability company (“*Operator*”).

RECITALS

The District provides water and wastewater utility services, recreational facilities, recycling and solid waste collection services and other services to residents and customers of the District. The District desires to engage the services of Operator for the operation of the District’s water and wastewater facilities and recreational facilities, and Operator desires to serve as the District’s operator, on the terms and conditions hereafter stated.

NOW, THEREFORE, for and in consideration of the premises, and the mutual agreements of the parties hereinafter set forth, the District and Operator agree as follows:

AGREEMENTS

ARTICLE I **GENERAL**

1.01 **Appointment.** The District appoints Operator as its operator and Operator accepts this appointment, on the terms and conditions set forth in this Contract.

1.02 **Term.**

(a) **Term.** The Term of this Contract (“*Term*”) shall be for a period of two years, beginning October 1, ~~2021~~2023, and ending September 30, ~~2023~~2025.

(b) **Extensions.** After the Term, this Contract will continue from month to month, until either party gives written notice to the other of its desire to amend or terminate this Contract.

(c) **Termination.** This Contract may be terminated by the District by delivery of at least 60 days’ written notice to Operator or may be terminated by Operator by delivery of 90 days’ written notice to the District. The foregoing notwithstanding, this Contract may also be terminated by the District due to Operator’s refusal or inability to perform, gross negligence or fraud in the performance of its duties, or distressed financial condition by delivery of written notice that will be effective immediately upon delivery of such notice. In the event of termination, Operator will be compensated up to the date of termination (prorated for less than a full month, if necessary).

(d) **Return of District Property.** Upon termination of this Contract, for any reason, Operator must immediately turn over all District property, including books, records, checkbooks, funds, and other property to the District’s designated representative. Computer records relating to the District, including those relating to the District’s accounts, connections, financial records, equipment, and customers, are District property, and Operator will provide such records to the District or its representative in a format that will allow such computer records to be accessed and duplicated by computer.

1.03 **Compensation; Expenses.**

(a) Basic Services. As compensation for the services specified in Article III (the “Basic Services”), Operator will receive ~~\$25,201.44~~29,500.00 per month for performing the following:

1. all administrative services specified in Section 3.01, including all associated recordkeeping and reporting described in Section 3.02;

2. all billing and collection services specified in Section 3.03, including all associated recordkeeping and reporting described in Section 3.02, except that Operator will receive an additional ~~\$0.75~~95 for each delinquency notice prepared and delivered over the first 350 delinquency notices delivered each month;

3. all utility operations services specified in Section 3.04 (except Section 3.04(h)), including all associated recordkeeping and reporting described in Section 3.02, except that Operator will receive an additional \$45 for each disconnection and reconnection performed between 5 p.m. and 8 a.m. on weekdays or on weekend days and holidays in accordance with Section 3.04(b)(3);

4. for each new District customer establish on-line customer account capability for the customer within the AVR System;

5. maintain and administer the AVR System; and

6. park and recreational facilities services specified in Sections 3.05(a), (b) and (c).

(b) CPI Adjustment. The compensation specified in Section 1.03(a) above will remain in effect through September 30, ~~2022~~2024. The compensation will be adjusted for the 12-month period beginning October 1, 2024, and annually thereafter, all in accordance with the procedures and formula set forth below. Operator will calculate the revised compensation annually and will submit the calculation to the District for verification at least 60 days prior to the date that the revised compensation is to become effective. Operator’s revised compensation will be based on the Consumer Price Index – All Urban Consumers – United States Bureau of Labor Statistics, South Urban Area (“CPI-U”), and will be calculated using the following formula:

Current Compensation x **1 + A** = **Adjusted Compensation**,

where A is equal to the lesser of ~~35~~35% or the percentage difference between the most recently available monthly CPI-U and the CPI-U for the same month in the previous year.

(c) Meter Installations. Residential water meter sets made to a visible curb stop, set near ground level, will be made for the charges shown on Exhibit A, but the District will pay the cost of the meter and materials. Operator will also receive additional compensation as specified in Article IV for commercial and non-standard residential meter installations actually performed each month.

(d) Additional Services. The additional services specified in Article IV (“Additional Services”) are not included in the Basic Services, and Operator will receive additional compensation for any Additional Services performed on a time-and-materials basis. Additional Services will be billed by Operator on a separate invoice from the Basic Services based on the rate schedule (the “Rate Schedule”) attached as **Exhibit “A”**. Any invoice for Additional Services must (i) be approved by the Board of Directors of the District (the “Board”) or its designated subcommittee in advance; (ii) be of an emergency nature, as described in

Section 4.01(b); or (iii) be within the pre-approved budget for Additional Services specified in Section 4.01(c). The District acknowledges that the rates and charges set forth on the Rate Schedule are subject to review and adjustment in connection with the annual review of this Contract under Section 1.04 below. Operator agrees to give the District 90 days' notice of any proposed adjustment to the Rate Schedule and the adjustment will be subject to approval by the District, which approval will not be unreasonably withheld.

(e) Expenses. Except as otherwise expressly provided in this Contract, Operator will provide, at its expense, all labor, materials, equipment, tools, construction equipment and machinery, transportation, testing and other facilities reasonably necessary for the proper execution of the Basic Services under this Contract. The cost of stationary for customer billings and general correspondence and reports, and photocopies and facsimiles has been included in calculating the compensation to be paid to Operator and, therefore, these expenses will be borne by Operator as part of the Basic Services, but the actual cost of postage for customer billings and general correspondence and reports will be borne by the District. Except as otherwise provided in this Contract, where this Contract provides that any expense is to be borne by the District, the actual cost of supplies, materials, subcontractors, and specialized equipment rental necessary for the performance of Operator's duties will be invoiced to the District without surcharge. The District and Operator agree that the cost of materials used to provide services that are not included in the Basic Services and that Operator purchases and holds in inventory may be subject to a 10% surcharge; however, whenever practicable under this Contract, materials, services, laboratory fees, and chemicals will be purchased directly by the District and Operator will only advance costs that result in a surcharge to the District when the item in question cannot reasonably be purchased directly by the District due to timing constraints, purchase order requirements, or other factors that cause Operator's purchase of the item to be the most efficient or effective. The actual cost of any items for which Operator has advanced the cost and billed a surcharge and the amount of the applicable surcharge will be separately reflected on each invoice.

(f) Invoices. All invoices must be submitted to the District's bookkeeper no later than 12:00 noon on the day which is ten business days preceding the date of each regular Board meeting in order to be considered for payment at the next meeting. All timely invoices will, unless in dispute, be paid within 15 days of each regular Board meeting; however, if there is a bona-fide dispute over an invoice, the District may withhold payment of the disputed portion of the invoice until the dispute is resolved. Operator and the District agree to cooperate in good faith to resolve promptly any disputes regarding invoices for services.

1.04 Annual Review. Before the end of each year during the Term, the Board or its designated subcommittee may conduct a review of Operator and its performance under this Contract during the previous one-year period. In conjunction with the review, the Board may determine the terms upon which this Contract will be modified, if appropriate.

ARTICLE II **OPERATOR'S BASIC DUTIES AND RESPONSIBILITIES**

2.01 Generally. Operator must provide all personnel, vehicles and hand tools necessary for the proper performance of the services specified in Article III at its sole expense. It is the intent of the parties that all activities, goods, and services required for the routine, usual and customary operation of the District will, except otherwise provided in this Contract, be included in the Basic Services and that Operator will provide all personnel, vehicles, and hand tools necessary for the proper performance of the Basic Services specified in Article III at its sole expense. Operator agrees that it has sufficient knowledge of the historic operation and management of the District to determine the Board's expectations regarding these services. If services other than those that have historically been provided to the District are requested or

required, those services will be provided for an additional fee negotiated by the District and Operator before the services are provided, unless the services are of an emergency nature as described in Section 4.01(b).

2.02 Staffing.

(a) Utility Manager. Operator's representative in connection with services provided by Operator to the District ("Utility Manager") will attend Board meetings and coordinate all of Operator's services hereunder.

(b) All Personnel. Operator's employees must readily identify themselves when communicating with the District's customers and the public. Maintenance and operations personnel must wear distinctive clothing identifying themselves as Operator's employees, and their vehicles must also display distinct markings identifying the vehicles as Operator service vehicles.

2.03 Licenses, Permits, and Approvals. All of the District's facilities will be operated only under the direct supervision of Operator personnel who possess valid Certificates of Competency and any other licenses, permits, and approvals required by State or federal law. All such personnel must maintain continuing education competency certifications consistent with the requirements of the State of Texas. Operator will obtain and maintain in effect, at all times during the Term, all local, state, and federal licenses, permits, registrations, and other approvals necessary for doing business in the State of Texas or otherwise performing its obligations under this Contract.

2.04 Regulatory Requirements. The District understands that regulatory reporting and testing requirements may change during the Term as the result of changes in applicable laws or regulations. The term "routine", as used in this Contract with respect to regulatory reports, laboratory analyses or tests, or other requirements imposed by governmental entities with jurisdiction, means reports, analyses, or tests that are customary or required by applicable law on the Effective Date. If reporting, analysis or testing requirements increase during the Term, those increased reporting, analysis, or testing requirements will not be deemed routine, but Operator must advise the District of the change and provide an analysis of any increase in its costs relating to the change and an additional fee will be negotiated by the District and Operator to cover the costs of the additional or increased requirements.

2.05 Routine Maintenance and Repair. The term "routine", as used in this Contract with respect to maintenance and repair, means work performed to assure or extend the useful life of the District's equipment, that does not require specialized skills or tools, and is performed at regular intervals. Examples of routine maintenance include lubrication of equipment, cleaning and replacement of filters, replacement of control lamps or light bulbs, adjustment or replacement of pump packing, maintaining locks and fences, and maintenance specified by the manufacturers of equipment included in the District's systems as necessary to ensure the proper operation of such equipment. Routine maintenance will be provided as part of the Basic Services and Operator will maintain permanent records of all routine maintenance performed.

2.06 Nonroutine Maintenance and Repair. The term "nonroutine", as used in this Contract with respect to maintenance or repair, means work performed to extend the useful life of the District's equipment that requires specialized skills and tools and is performed at irregular intervals, such as replacement of mechanical seals, alignment of high speed shafts or couplings, and rebalancing of pump impellers, and includes scheduled preventative maintenance and maintenance or repair required due to flood, fire, acts of God, or other extraordinary circumstances. Nonroutine maintenance and repair will be provided by Operator as Additional Services in accordance with Article IV.

ARTICLE III
BASIC SERVICES

The following Basic Services, as relate to Utility Systems and utility operations, will be provided by Operator for the compensation specified in Section 1.03(a).

3.01 Administrative Services.

(a) District Communications. Operator will:

1. Respond to park and utility-related inquiries, complaints and concerns in a professional, courteous and timely manner and use its best efforts to promote good relations with the District's customers and residents.

2. Monitor and track all park and utility-related customer complaints and inquiries received and report them to the Board at each regular meeting in a format approved by the Board.

3. Respond to any routine park and utility-related inquiries or reporting requirements of any governmental authority, the Board or the District's other consultants in a prompt, professional manner.

4. Provide public information that is readily available from the District's files in response to inquiries of other utilities, prospective purchasers, brokers, and other interested parties under the Public Information Act, Chapter 552, Texas Government Code, subject to Section 182.052 of the Texas Utilities Code, "Confidentiality of Personal Information;" coordinate with the District's attorney regarding requests for public information that may be excepted from disclosure or confidential by law.

(b) Meeting Preparations and Attendance. Operator will:

1. Attend all regular Board meetings and any special Board meetings and Subcommittee meetings as requested by the Board.

2. Provide monthly operating reports in a format approved by the Board.

3. Provide monthly billing and collection reports in a format reasonably acceptable to the Board. Copies of such reports must be submitted to the District's bookkeeper as promptly as possible following the end of each billing cycle.

4. Submit materials that are to be included in Board members' meeting packets to the District's attorney's office by 12:00 noon at least one week prior to each regular Board meeting, unless other arrangements are approved by the Board. If this material is not delivered to the District's attorney in a timely manner, delivery must be made by Operator directly to the Board members, at Operator's sole expense.

(c) Coordination of District Activities. Operator will, as relates to Utility Systems and utility operations:

1. Coordinate with the District's designated general manager ("*General Manager*"), and other District consultants and contractors, including attorneys, engineers, auditors, the bookkeeper, and financial consultants, as applicable.

2. Obtain bids from contractors for repairs to the Utility Systems, as defined below, when written specifications and published notice are not required, upon Board request.
3. Schedule meetings and field work with contractors and vendors.
4. File and monitor any insurance claims made by the District.
5. File and monitor status of any proofs of claim required in customer bankruptcy proceedings.
6. Carry out Board directives in a prompt manner and report all actions taken in response to those directives to the Board.
7. Coordinate all inspections required under the District's rules to be performed by an independent plumbing inspector, including cross-connection or straight-line connection inspections and inspections of new construction.

(d) Invoice Review. Operator will review all utility operations-related invoices for accuracy, make recommendations for payment in a time frame that avoids late payment penalties and work to resolve all disputed utility operations invoices received by the District.

(e) Bond Financing. Operator will coordinate with the Board and the District's advisors in connection with the preparation of bond applications and related reports. If services related to a bond financing that are materially in excess of those services that are routinely and customarily provided in connection with water district bond applications requested or required, those services will be provided for an additional fee negotiated by the District and Operator before the services are provided.

(f) Budget Process. Operator will coordinate and cooperate with the District's bookkeeper and other consultants in connection with the preparation of the District's annual budget.

(g) Audit Process. Operator will:

1. Coordinate and cooperate with the District's auditor in connection with the preparation of the District's annual audit, including assisting in the preparation of reports, schedules, and other data and providing information necessary in connection with such audit, including information relating to the District's billings and collections and inventories.

2. Provide a written response to any operations-related or billing and collection-related items in the auditor's annual management letter and use best efforts to comply with the recommendations set forth in any management letter.

3.02 Reports and Recordkeeping. Operator will:

(a) Utility Records and Property Inventory. Maintain records of all District customers and water and wastewater usage, and an inventory of all District property.

(b) Operations Reports. Provide monthly operations reports to the Board and District bookkeeper in a format approved by the Board. Such reports will include, at a minimum, the following information:

1. Total service connections;

2. Estimated population;
3. Bacteriological test summary;
4. New meter orders and installations;
5. Total water purchased;
6. Total water loss;
7. Scheduled maintenance and repair timetable report(s);
8. Summary of maintenance and repair by facility classification;
9. Summary of operation of the Utility Systems;
10. Summary of maintenance and repair backcharges, reflecting date, time, personnel and actions taken;
11. Insurance claims filed or pending disposition;
12. Current cash receipts from customer billings;
13. Current billings to customers;
14. Current receivables from customer billings;
15. Aged receivables from customer billings;
16. Total water usage as indicated by current customer billings;
17. Total water usage of the previous month as indicated by the previous month's customer billings and projections of water usage for the remainder of the year based on historical data;
18. A listing of all delinquent customer accounts to which termination notices have been sent, including an explanation of any appeals or protests filed by those customers;
19. A listing of all adjustments made to billing ledgers;
20. Copies of all reports and correspondence prepared or directed to be prepared by Operator on behalf of the District to or from local, state, or federal regulatory agencies;
21. A written summary of activities containing information regarding Operator's performance, any anticipated problems and suggested corrective action;
22. Security deposit fund status; and
23. Other information and reports as requested by the Board or the District's auditor or bookkeeper.

3.03 Billing and Collection.

(a) Billing. Operator will:

1. Record all meter readings and calculate monthly bills in accordance with the District's rate order.

2. Prepare and mail bills. The actual cost of postage will be borne by the District.

3. At least annually, include a notice complying with Section 182.052 of the *Texas Utilities Code* (Confidentiality of Customer Information) in the District's customers' bills and refrain from disclosing any confidential information of District customers in contravention of Section 182.052 of the *Texas Utilities Code*.

4. Include the statement required by Section 49.0631 of *Texas Water Code*, as amended, which currently reads as follows, on all District customer bills:

"For more information about the District, including information about the District's board and board meetings, please go to the Comptroller's Special Purpose District Public Information Database."

5. Administer and comply with the District Identity Theft Prevention Program, as amended from time to time (the "Program"), adopted by the Board in accordance with the identity theft regulations set forth in Title 16, Part 681 of the Code of Federal Regulations (the "Red Flags Regulations"), as promulgated by Federal Trade Commission under the Fair and Accurate Credit Transactions Act of 2003 (Public Law 108-159), by:

- (i) assuming the responsibilities of "Service Provider" set forth in the Program;
- (ii) implementing internal policies and procedures (the "Internal Policies") which comply with the Red Flag Regulations and are designed to detect risks of identity theft to customer accounts maintained or to be maintained by the District in the future, primarily for personal, family or household purposes, that involve or are designed to permit multiple payments or transactions, including utility accounts, and any other accounts maintained or to be maintained by the District in the future for which there is a reasonably foreseeable risk to District customers or to the safety and soundness of the District from identity theft, including financial, operational, compliance, reputation or litigation risks, as defined in the Program (the "Covered Accounts");
- (iii) conducting all activities related to Covered Accounts in accordance with the Program and the Internal Policies;
- (iv) upon request, reviewing procedures for administering the Program with a Board-appointed subcommittee;
- (v) at least annually, presenting to the Board in a format and manner reasonably designed to protect the security of the District and

District customers, a report addressing material matters related to the Program and evaluating issues such as:

- a) the effectiveness of policies and procedures of the District in addressing the risk of identity theft in connection with Covered Accounts;
 - b) significant incidents of identity theft related to one or more Customers and the response to such incidents; and
 - c) recommendations for material changes to the Program, including new methods and technologies available for detecting identity theft; and
- (vi) training Operator's employees, contractors, and agents who open, access, service or handle Covered Accounts to implement the Program effectively and administer disciplinary action against those who do not comply with the Program.

(b) Collection. Operator will:

1. Deposit utility payments and other District fees, service charges, service deposits, and revenues received into the appropriate District account within one business day of receipt. Payments made under protest or payments for which no account information is provided will be deposited into the appropriate District account as soon as practicable. If, upon prior approval of the Board, Operator subcontracts for the collection and deposit of utility payments made to the District or employs a collection method involving third parties other than the District's consultants, Operator must ensure that all related subcontractors and third parties are bonded or insured in accordance with Section 49.057(e), *Texas Water Code*, and that, with respect to the collection method employed by Operator, the District is protected through insurance provided by Operator and/or the third parties at least to the extent provided in Section 5.01(d), at no cost to the District.

2. Provide for the collection and posting of utility service receipts, and all other District fees, service charges and service deposits in accordance with all applicable laws, District policy and the auditor's recommendations. Operator may make adjustments of less than \$100 to customers' water bills as necessary due to clerical errors, meter malfunctions and meter reading errors; however, all adjustments must be reported to the Board on a monthly basis. Adjustments in excess of \$100 must be approved by the Board in advance.

3. Collect tap, inspection and other fees from District customers, in accordance with the District's rate order, and deposit them in the appropriate District account within one business day of receipt, without set-off or counterclaim. Payments made under protest or payments for which no account information is provided must be deposited into the appropriate District account as soon as practicable.

4. Prepare and mail and/or deliver delinquency notices and terminate services to delinquent customers in accordance with District policies and procedures. Each delinquency notice must advise the customer of the amount due, state the additional fees and deposits that will become due if service is terminated for nonpayment, provide a telephone number for questions, give the name of the employee of Operator handling the account, and set forth all additional information prescribed by the District's rate order. If Operator fails to terminate service to a delinquent customer in accordance with District policies and procedures and the delinquent customer fails to timely pay any utility bills attributable to the period

subsequent to the required termination date, Operator will be obligated to reimburse the District any amount unpaid by the customer for that period.

5. Collect customer service deposits, maintain deposits in a separate account and arrange for return of deposits in accordance with District policy and in coordination with the District's bookkeeper, and maintain computer records showing the status of all deposits.

6. Pursue collection of delinquent customer accounts in accordance with District policy, including negotiating and recommending payment plans to the Board.

7. Provide monthly billing and collection reports with current and aged receivables to the District's bookkeeper.

(c) Customer Payment Options. Operator will provide an online utility bill payment system (the "AVR System"). The District has determined that the implementation of the AVR System will enhance the options available to customers for the payment of utility bills and will, at a minimum, provide the following customer payment options:

- (i) in person at Operator's office by cash, check or money order;
- (ii) U.S. mail or District drop box by check or money order;
- (iii) telephone by credit card or debit card; and
- (iv) on-line by credit card, debit card, electronic check or auto draft.

Visa and MasterCard must be among the credit cards that are accepted. Operator will provide a customer service computer terminal in its office where walk-in customers can make on-line payments in person at Operator's office. The District understands that one or more of these payment options may involve a convenience fee charged by a third party service provider, which convenience fee will be paid to the third party service provider by the customer directly at the time of or in connection with payment, or by the District by separate agreement.

(d) Utility Records. Operator will:

1. Establish customer utility accounts and records in compliance with District policies, including the District's Identity Theft Prevention Program.

2. Maintain customer utility accounts and prepare monthly and annual account summaries. Monitor all accounts for and report any abnormal usage to the Board. Transfer water service from one customer to another upon request and in accordance with the policies and procedures established by the Board, including the District's Identity Theft Prevention Program.

3. Provide monthly reports on the status of all delinquent accounts, and coordinate with the District's bookkeeper to make recommendations for write-offs in accordance with District policy and the District auditor's recommendations.

3.04 Operations Services.

(a) System Monitoring and Response. Operator will:

1. Maintain 24-hour-per-day telephone dispatch service, with qualified personnel available to respond in the event of a District emergency. The telephone number for this service must be clearly displayed on all District customer billing statements and equipment operated by Operator.

2. Monitor any computer or automatic-dialed telephone alarm systems installed at any of the District's facilities that are programmed to call Operator's 24-hour-per-day telephone dispatch service.

3. Assist in construction planning and coordination related to the District's systems.

(b) Meter Management. Operator will:

1. Maintain records of all meters installed and tap fees and other related fees paid, including meter installation location, the amount paid and date of payment, the date of each inspection and any fee paid for the inspection, and retain inspection certificates as required by the Texas Commission on Environmental Quality (the "Commission").

2. Maintain an inventory of all District meters, including serial number, manufacturer, date of installation and address of installation

3. Assure that all meters and installation materials comply with applicable codes and the District's rules.

4. Disconnect and reconnect service in accordance with District policy. Monitor any disconnected service accounts to assure that service is not illegally reconnected. Remove the customer's water meter if a customer improperly reconnects service after disconnection. Reconnect service and reinstall customer water meters within 24 hours of receipt of payment of all amounts due to the District, including any applicable meter removal fee. After-hours reconnection will be reimbursed to the Operator at \$60 each.

5. Perform all necessary minor repair and maintenance services such as repairing leaks in water meters, replacing meter box lids, treating meter boxes for fire ants, and replacing inoperative or malfunctioning residential meters. Replacement meters will be provided out of District inventory.

(c) Meter Reading and Meter Testing. Operator will:

1. Read all District water meters for billing purposes on a regularly scheduled, monthly basis and perform cut-on and cut-off meter readings as necessary. Establish and maintain a meter re-reading program to ensure accuracy.

2. Perform daily readings of the District's master water meters on each workday in accordance with District policy and at least as frequently as required by applicable law.

3. Upon authorization by the Board, develop and implement a meter testing and replacement policy. The costs of labor, equipment, and materials involved in implementing this policy will be charged as Additional Services in accordance with Article IV.

(d) System Operations. Operator will:

1. Provide personnel, vehicles, and hand tools necessary for the routine operation of the District's water and wastewater utility systems, including the District's lift station located at 3300 Spumanti Lane (the "Lift Station") and water storage tank and booster pump station located at 2600 E. Block House Drive South (the "Utility Systems").

2. Provide a licensed operator to operate the Utility Systems and to perform all inspections, tests, sampling, and laboratory analyses required by any governmental authorities with jurisdiction or by this Contract. Operator personnel must directly supervise all District operations.

3. Operate the Utility Systems in accordance with all applicable rules, regulations, ordinances, and laws, including, without limitation, the Federal Safe Drinking Water Act, as amended from time to time.

4. Operate valves, flush all dead end water lines, and operate fire hydrants as necessary.

5. Maintain the water storage tank and booster pump station, including related grounds, in a neat, well-kept and orderly condition.

(e) System Inspections. Operator will:

1. Inspect the Utility Systems regularly, including weekends and holidays if required by Commission regulations, and maintain a written, inspector-certified log of each inspection, reflecting the date and time of each inspection, the personnel performing the inspection, and any action taken, as part of the permanent records of the District. Notify the Board as to recommended repairs and/or replacements.

2. Perform other inspections requested by the District or which may be necessary to protect the integrity of the Utility Systems and maintain a record of each inspection as part of the District's permanent records. These inspections may include, without limitation, inspection of new facilities prior to acceptance by the District.

3. Coordinate inspections of possible cross-connections or straight-line connections and perform backflow testing and inspections as required by the Commission rules. Maintain copies of completed customer service certifications for a minimum of ten years.

4. Monitor compliance with the District's rules. Investigate and report all violations of those rules, including illegal connections, to the Board.

5. Make general observations of the District's equipment and operations and make recommendations for repair and/or replacement to the Board.

6. Perform an ongoing fire hydrant inspection program and lubricate and paint all hydrants as necessary. The condition of each fire hydrant will be surveyed annually and a written report identifying any recommended repairs will be submitted to the Board. Upon Board approval, repairs will be performed as Additional Services in accordance with Article IV. The annual fire hydrant survey will, at the election of the District, either be performed by Operator for an additional fee negotiated by the District and Operator before the survey is conducted, or coordinated by Operator with a third-party provider for a fee approved by the District before the survey is conducted and paid by the District directly.

7. Investigate for suspected leaks in the water system. Leak detection and repair services will be provided as Additional Services in accordance with Article IV.

8. Perform an ongoing manhole and valve inspection program. Each manhole and valve will be inspected annually and a written report identifying their condition and any recommended repairs will be submitted to the Board. Upon Board approval, repairs will be performed as Additional Services in accordance with Article IV. The annual manhole and valve survey will, at the election of the District, either be performed by Operator for an additional fee negotiated by the District and Operator before the survey is conducted, or coordinated by Operator with a third-party provider for a fee approved by the District before the survey is conducted and paid by the District directly.

(f) System Maintenance. Operator will:

1. Inventory and maintain a listing of all District equipment, including computer equipment, including manufacturer's model and serial numbers, motor frame numbers, date of purchase or installation, current market value, and other data necessary to provide information useful or necessary in connection with the maintenance, repair, or replacement of such equipment and insurance ratings of such equipment.

2. Establish a computerized, scheduled preventative maintenance program for the District's Utility System equipment and facilities utilizing the equipment manufacturers' recommendations and the District's equipment inventory to generate recommended maintenance schedules. All data relating to the District's systems and equipment will be the property of the District.

3. Perform all routine maintenance, including routine cleaning, lubrication, and adjustment of Utility System equipment, cleaning or replacement of filters, replacement of light bulbs and belt adjustments required under the scheduled maintenance program established under the preceding subparagraph, and record all equipment serviced and the procedures and supplies utilized in order to provide an up to date history of all service, maintenance, and replacements.

4. Notify the District as soon as is practical of any major equipment failures, breakdowns, power outages, or necessary nonroutine maintenance of the District's Utility System equipment or facilities. Subject to prior approval of the Board or its designated committee and at District's expense, arrange for and coordinate the maintenance, repair, or replacement of the affected equipment in a timely manner and in accordance with Section 4.01.

(g) Sampling, Testing, and Reporting. Operator will:

1. Collect routine water samples and provide routine certified laboratory tests to meet Texas Department of Health and Commission requirements. All test results will be maintained in the District's permanent files. The cost of laboratory testing paid by Operator will be reimbursed by the District.

2. Complete and certify any documents required for routine self-monitoring and/or self-reporting purposes. Prepare and submit all routine operational and/or regulatory reports required by the Texas Department of Health, the Commission, the Environmental Protection Agency or any other local, state, or federal agency entitled by law or authorized by the District to receive such reports.

(h) Lift Station. Operator will:

1. Arrange for an adequate inventory of bulk chemicals required to operate the Lift Station. Replace those items used in daily operations at the District's expense.

2. Provide licensed personnel, vehicles and hand tools necessary for the routine operation of the Lift Station, including operation of chemical injection system. The Lift Station will be inspected by qualified personnel five days per week.

3. Provide personnel and hand tools for routine maintenance and repair and semi-annual preventative maintenance of the Lift Station.

4. Provide 24-hour-per-day monitoring of all alarm systems for the Lift Station.

5. Maintain the Lift Station and grounds in a neat, well-maintained, and orderly condition; provided, that mowing will not be required, it being understood that mowing will be performed by the District's landscape maintenance contractor.

6. Maintain an operating log at the Lift Station. This log may be inspected by the District at any time, and must include the following:

- (i) Pumpage records;
- (ii) Notations recording repairs or replacements performed; and
- (iii) Such other matters as the Board may reasonably request.

(i) MS4 Permit. Take appropriate actions pursuant to the stormwater management program (the "SWMP") developed by the District in compliance with the TPDES General Permit No. TXRo40266 (the "MS4 General Permit"). Comply with or perform all applicable stormwater control measures, good housekeeping practices, and facility specific stormwater management operating procedures developed by District as a part of the District's SWMP, including: (i) training and education requirements for pollution prevention and good housekeeping practices; (ii) disposing of waste materials only in accordance with 30 Tex. Admin. Code Chapters 330 or 335, as applicable; (iii) pollution prevention requirements designed to reduce the discharge of pollutants of concern identified by District in stormwater during operation and maintenance activities; (iv) visual inspection requirements of pollution prevention requirements; (v) maintenance requirements of structural controls, if any; and (vi) any other measures, practices, or procedures necessary for compliance with the MS4 General Permit (collectively, the "MS4 Obligations"). Conduct all services under the Contract, as amended, in compliance with the MS4 Obligations and in a manner that does not introduce any Illicit Discharges (as defined in the MS4 General Permit) of pollutants to streets, stormwater inlets, drainage ditches, or any portion of District's drainage system. Without limiting any of the foregoing, the following materials and/or pollutant sources must not be discharged to District's drainage system as a result of any services provided:

1. Grass clippings, leaves, mulch, rocks, sand, dirt, or other waste materials resulting from landscaping activities (except those materials resulting from ditch mowing or maintenance activities);

2. Herbicides, pesticides, and/or fertilizers (except those intended for aquatic use);

3. Detergents, fuels, solvents, oils and/or lubricants, other equipment, and/or vehicle fluids;

4. Other hazardous materials, including paints, thinners, chemicals, or related waste materials;

- waters;
5. Uncontrolled dewatering discharges, equipment, and/or vehicle wash waters;
 6. Sanitary waste, trash, debris, or other waste products;
 7. Wastewater from wet saw machinery; and
 8. Any other pollutants that degrade water quality or pose a threat to human health or the environment.

Notify District immediately of any issue caused by or identified by Operator that is believed to be an immediate threat to human health or the environment. Bill any nonroutine maintenance and repair services relating to the MS4 General Permit as allowed by Section 4.01 of this Contract.

3.05 Park and Recreational Services. Operator will be responsible for the following:

(a) Inspections. Operator will inspect the District's parks (i.e., Tumlinson Park, Apache Park, Jumano Park, 3-Mile Loop, Comanche Park, Tonkawa Park, the entry features at Block House Drive and at Scottsdale Drive, and the trail along Block House Creek within the Tumlinson Park grounds) and park and recreational facilities (i.e., the Pavilion at Tumlinson Park, bike trails, sport court, playground equipment, basketball and tennis courts, and playing fields) daily to assure proper performance by the District's landscape maintenance contractor and to determine whether repairs to or maintenance of District facilities are required. Operator will inspect the level and condition of mulch in the fall areas for all District playscapes and notify the Board when replacement or addition of mulch is needed. Operator will submit for Board meetings a monthly inspection checklist detailing the inspections, in a form approved by the Board. In addition, Operator will email a report of any non-routine items to the General Manager on a once weekly basis.

(b) Supply Distribution and Maintenance. Operator will maintain and distribute supplies for the park and recreational facilities, such as trash bags and waste bags for dog stations.

(c) Restrooms. Operator will inspect Tumlinson Park restrooms on each workday (Monday – Friday), except for holidays, to ensure that regular cleaning is being performed by the District's cleaning service contractor so that restrooms are neat and clean. Operator will submit a monthly inspection checklist detailing the inspections, in a summary form approved by the Board for review at each regular monthly Board meeting. Operator will notify the General Manager as soon as practical via email if the restrooms are found in an unsanitary condition.

(d) Routine Maintenance and Repair. Operator will provide, through employees of Operator, routine maintenance and repairs to park and recreational facilities outside the landscape maintenance contractor's scope of responsibility. The cost for materials relating to routine maintenance will be Additional Services as provided in Article IV.

(e) Nonroutine Maintenance and Repair Notification. Operator will notify the Board, an assigned subcommittee, and/or the General Manager of the need for any nonroutine maintenance and repair of the District's park and recreational facilities as soon as practicable, and provide a monthly report on needed and completed repairs to the Board. The cost for materials relating to park and recreational maintenance will be Additional Services as provided in Article IV.

(f) Nonroutine Maintenance and Repair Work. Subject to prior Board approval, Operator will arrange and coordinate all nonroutine maintenance and repair work required in connection with the District's park and recreational facilities. The cost of materials relating to work will be Additional Services as provided in Article IV.

(g) Lighting. Operator will monitor the functioning of all park and recreational facility lighting, including park, pavilion, and parking area lighting. Operator will coordinate all necessary repairs and the setting of automatic timers as directed by the Board or the General Manager.

(h) On Premises Inspection and Maintenance. Operator will provide a full-time technician on site within the District to inspect, maintain, and provide coordination of District facilities and property as needed, excluding repairs of mechanical, electrical and plumbing facilities which require a licensed repair person. The on-premises technician will work at the direction of the Operator and General Manager.

3.06 Use, Security, and Confidentiality of District Customer Data.

(a) Definitions.

- (i) Customer Account Data. Customer Account Data means the data and information associated with a District customer's utility account (other than Customer Payment Data, which is defined below) in Operator's possession or control, including, as applicable, personally identifiable information subject to confidentiality under Texas Utilities Code Section 182.052; customer information collected, stored, transmitted, or otherwise used in connection with any automatic meter infrastructure service used by the District to provide metering and water usage service information (an "AMI Service"); and any other District customer information that is designated as confidential by the District.
- (ii) Customer Payment Data. Customer Payment Data means the data and information associated with District customer utility bill payments in Operator's possession or control, including customer credit or debit cardholder data, customer bank account information, and customer electronic check information.
- (iii) District Customer Data. District Customer Data means Customer Account Data and Customer Payment Data.

(b) Use of District Customer Data. Operator will maintain, access, store, copy, and use District Customer Data only as reasonably necessary to provide services under the Contract. Operator may disclose District Customer Data only as required to provide services to District customers or to comply with applicable law or a request of a governmental or regulatory body with jurisdiction.

(c) Secure Data Handling Practices.

- (i) Operator agrees to comply with industry standards and applicable laws and regulations, including the generally accepted practices in the information technology service management industry for providing secure data handling and management, and to meet or

exceed Information Technology Infrastructure Library standards for logical and physical security and requirements regarding the protection of District Customer Data.

- (ii) Operator will maintain appropriate security, protection, and backup of District Customer Data. Operator's staff, contractors, and other representatives (collectively, "Operator Representatives") will maintain reasonable and appropriate controls to protect District Customer Data from unauthorized access, including utilizing encryption technology for Customer Payment Data, and will perform routine archiving of District Customer Data. Operator will regularly audit all of Operator's Representatives who have access to the District Customer Data and will enact internal procedures to prevent and discontinue access to District Customer Data and any AMI Service by any Operator Representatives whose duties no longer require such access or whose employment or other relationship with Operator is discontinued. Upon termination of the Contract, for any reason, all access of Operator and the Operator Representatives to District Customer Data and any AMI Service will be immediately terminated and discontinued.
- (iii) In the course of its services under the Contract and, if applicable, in connection with an AMI Service, Operator may be required to select and use certain user names, passwords or codes. Operator assumes sole responsibility for the selection, management, and use of any codes or passwords permitted or required for access to and use of District Customer Data and/or any AMI Service by the Operator Representatives. Operator agrees to maintain the privacy of all such usernames and passwords, and will remain responsible for all activities that occur as a result of Operator's and the Operator Representatives' access to District Customer Data and/or any AMI Service. Operator will promptly notify the District of any unauthorized use of such passwords, Operator's internet account, and/or any AMI Service, and of any other breach of security of which it becomes aware. Operator will require that all Operator Representatives exit from Operator's internet account at the end of each session.
- (iv) Operator will designate a systems service administrator who will be responsible for establishing policies regarding access to District Customer Data and usage of Operator's system. The administrator will also be responsible for policies and procedures related to customers' access to their individual data on any AMI Service portal.

(d) Customer Data Security. Operator will develop and implement commercially reasonable policies and procedures to insure physical security, establish account access approvals and procedures, conduct regular reviews of access rights, and provide security awareness training for all Operator Representatives with access to District Customer Data and/or any AMI Service. Operator will implement appropriate technical, organizational, and legal measures to protect District Customer Data against unauthorized or unlawful processing and against loss, destruction, damage, alteration, or disclosure by Operator Representatives.

These measures must (i) be appropriate to protect the District and its customers from the risk of harm that might result from any unauthorized or unlawful processing, loss, destruction, damage, alteration, or disclosure of the District Customer Data with due regard given to the nature of the District Customer Data that is to be protected, and (ii) include, but not be limited to, installation and maintenance of a secure network firewall, regularly updated anti-virus software, regularly tested security systems and processes, implementation of policies for information security and restricting access to District Customer Data, and compliance with Payment Card Industry ("PCI") Data Security Standards, as promulgated by the PCI Security Standards Council, and similar credit card company data security programs, for the storage, processing, and transmission of credit card holder data. Operator will comply and cause the District to comply with all data security requirements under any agreements or other instruments implementing or relating to Operator's billing and collection systems or any AMI Service. Operator will also require and ensure that all Operator Representatives who have access to District Customer Data comply with the data security requirements of this Section.

(e) District Customer Data Confidentiality. To the extent permitted by law, Operator will hold District Customer Data in strict confidence and will not copy, reproduce, give, sell, assign, license, market, transfer, or otherwise dispose of District Customer Data to any third parties or use District Customer Data for any purposes whatsoever other than as contemplated by this Contract. Operator will not disclose, disseminate, or allow unauthorized access to or use of District Customer Data.

ARTICLE IV **ADDITIONAL SERVICES**

4.01 Nonroutine Maintenance and Repair Services. Nonroutine maintenance and repair will not be included in the Basic Services, but will be billed separately as specified in Section 1.03(d).

(a) Board Approval. Except as otherwise provided in this Section, all nonroutine maintenance and repair services of a non-emergency nature must be approved by the Board or its designated committee prior to initiation, including any park clean-up activities after holiday or other special park events. Operator will use reasonable efforts to schedule or perform all maintenance and repair services during normal working hours. Non-emergency services will not be billed at overtime rates unless the prior approval of the Board or its designated committee is obtained, or the charges are billed to a responsible customer in accordance with the District's rate order.

(b) Full-Time Response. Full-time response for emergency service calls, water line breaks, wastewater line stoppages, Lift Station malfunctions, and pump station malfunctions will be provided. Emergency services will include services required as a result of a hazardous condition, a loss of water pressure or serious degradation of water quality at one or more customer locations or a condition which, in the opinion of Operator or other District representative, poses an immediate threat to develop into a hazardous condition. In the event of an emergency, Operator will have the authority to act without special instruction or authorization from the Board in order to prevent or minimize damage, injury, or loss resulting from the emergency.

(c) Non-Emergency Repairs and Maintenance. Operator will have the authority to perform non-emergency repairs and maintenance which do not exceed, in the aggregate, the sum of \$1,000 per month, without prior approval from the Board. As soon as is reasonably practicable following any such repairs or maintenance, Operator must present written documentation to the Board, including all statements and invoices supporting the expenditures, that describes the date, location, and nature of the repairs or maintenance performed. If the

required documentation is not presented, the District will not be responsible for the expenditure and Operator must reimburse the District for the cost.

(d) Subcontractors. If nonroutine maintenance and repair services are of a nature that is outside Operator's areas of expertise, Operator may, with prior Board approval, subcontract these services. All subcontractors utilized by Operator must possess the experience, qualifications, and skills to perform the tasks assigned to them and be licensed or certified if required or recognized as standard practice in the industry. Operator will be responsible for the quality and timeliness of all subcontracted services. A 10% surcharge of the contract price may be assessed by Operator as a result of indemnification and supervision of contracted services. Any subcontractor retained by Operator will be included in and covered by Operator's indemnity under this Contract and will be paid directly by Operator.

(e) Subcontractor Contracts. Any contractor that will not be a subcontractor of Operator must enter into a separate written contract with the District, on terms approved by the Board. Supervisory or inspection fees assessed by Operator for services contracted for under this subsection must be reasonable in amount and related to services actually rendered, and in accordance with the Rate Schedule attached as **Exhibit "A"**. Upon the Board's request, Operator will assist the District in identifying contractors capable of providing services to be performed under this subsection.

4.02 Other Additional Services. The following services are also not included in the Basic Services, but will be billed separately as Additional Services in accordance with Article IV or paid directly by the District:

- (a) Replacement of "rolled over" meters due to high usage;
- (b) Backflow testing and inspection;
- (c) Water and wastewater connection inspections;
- (d) Special lab sampling;
- (e) After-hours work;
- (f) Special projects approved by the Board;
- (g) Preparation for or appearance at legal proceedings;
- (h) Leak detection;
- (i) Installation of commercial and non-standard residential meters;
- (j) Materials and equipment, including chemicals and expendable items, except as otherwise provided in this Contract;
- (k) Sludge-hauling costs;
- (l) Televising and line cleaning of collection system; and
- (m) Park and recreational maintenance services and reporting, including those described in Sections 3.05(d) – 3.05(h).

ARTICLE V
INSURANCE

5.01 Insurance.

(a) Limits. Upon the full execution of this Contract and prior to providing any services under this Contract, Operator 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:

1.	Worker's Compensation/Employer's Liability	Statutory amounts as specified by law
2.	Commercial General Liability (occurrence basis)	\$1,000,000 (per occurrence) \$2,000,000 (aggregate) \$1,000,000 (products/completed operations aggregate)
3.	Automobile Liability (occurrence basis), which policy limit must include liability arising out of operation of owned, hired and non-owned vehicles	\$1,000,000 (combined single limit)
4.	Commercial Crime (covering criminal/fraudulent acts of Operator's employees)	\$2,000,000
5.	Excess/Umbrella Liability (above the actual amounts carried by Operator for the policies described in (1) (with respect to Employer's Liability), (2), (3), and (4) above)	\$1,000,000 (per occurrence)
6.	Cybersecurity	\$500,000 (per occurrence)

Operator'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 limitations: 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).

(b) Coverage for Personnel. The insurance required above must cover services performed by all personnel of Operator, including independent contractors. With respect to non-owned vehicles, Operator will provide the District with evidence confirming that the personnel operating such vehicles have independently satisfied the requirements of this Section with respect to Automobile Liability insurance.

(c) Endorsements. Policy endorsements, naming the District (i) as an additional loss payee under the Commercial Crime insurance policy and (ii) as an additional insured under all other insurance policies other than the Worker's Compensation policy, must be furnished to the District contemporaneously with the Effective Date and annually thereafter. Each policy of insurance must provide, in the body of the policy or in an endorsement, that it is primary and noncontributory over any insurance that may be carried by the District and that the District will be notified in writing (x) at least 30 days prior to any cancellation/termination (other than for non-payment of premium), change, or non-renewal; and (y) at least ten days prior to any cancellation/termination for non-payment of premium. Each policy must be maintained in force throughout the Term 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.

(d) Employee Dishonesty. If the District suffers a loss by reason of Operator's employee's (including an independent contractor's) dishonesty, Operator will either (i) promptly reimburse the District for the entire amount of the loss or (ii) promptly file and thereafter diligently prosecute a claim under its Commercial Crime insurance policy for recovery of the loss. If the District elects to seek recovery for any loss under Operator's Commercial Crime insurance policy, Operator will (i) promptly upon settlement of the claim, remit all insurance proceeds to the District, and (ii) reimburse the District for any portion of the loss not recovered.

(e) Operator's Obligations and Liabilities. None of the requirements of this Contract with regard to insurance will limit, qualify, or quantify the obligations and liabilities of Operator under this Contract or with respect to the services provided by Operator pursuant to this Contract.

ARTICLE VI INDEMNITY

AS A PART OF THE CONSIDERATION FOR THIS CONTRACT, OPERATOR, ON BEHALF OF ITSELF AND ITS SUCCESSORS AND ASSIGNS, HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS THE DISTRICT AND ITS ELECTED AND APPOINTED BOARD MEMBERS, OFFICERS, REPRESENTATIVES, CONSULTANTS (OTHER THAN OPERATOR) AND AGENTS FROM AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LOSSES, DAMAGES, SUITS, JUDGMENTS, AND LIABILITY OF EVERY KIND OR CHARACTER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, INCLUDING ALL COSTS, EXPENSES, COURT COSTS, AND ATTORNEY'S FEES INCURRED IN CONNECTION THEREWITH, WHICH ARE CAUSED BY, ASSOCIATED WITH, OR ARISE OUT OF THE SERVICES TO BE PERFORMED BY OPERATOR, ITS EMPLOYEES, INDEPENDENT CONTRACTORS, OFFICERS, OR AGENTS, OR ANY SUBCONTRACTOR OF OPERATOR UNDER THIS CONTRACT. THE OBLIGATIONS IN THIS PARAGRAPH APPLY WHETHER ALLEGED OR ACTUAL NEGLIGENT ACTS OR OMISSIONS OF THE DISTRICT CAUSED THE LOSS IN WHOLE OR IN PART. THESE OBLIGATIONS INCLUDE WITHOUT LIMITATION, CLAIMS BY OPERATOR'S EMPLOYEES OR CONTRACTORS AGAINST THE DISTRICT.

ARTICLE VII MISCELLANEOUS

7.01 Status as Independent Contractor; Personnel. Operator is retained as and will continue in the capacity of an independent contractor. Operator will be responsible for hiring and compensating any personnel it deems necessary to carry out its duties under this Contract, and

to be responsible for collecting and remitting all applicable FICA and income tax withholding based upon any sums paid to Operator or its personnel.

7.02 Assignment. Except as otherwise provided in this Section, neither the District nor Operator may assign this Contract without the prior written consent of the other party.

7.03 Notices. All notices to be given under this Contract must be in writing and may be personally delivered or sent by United States certified mail, postage prepaid, return receipt requested, to the addresses shown at the end of this Contract. Either party may change its address by giving written notice to the other party of the change. Any time limitation provided in this Contract will commence with the date that the party actually receives such written notice, and the date of postmark of any return receipt indicating the date of delivery of notice to the addressee will be conclusive evidence of such receipt.

7.04 Amendments. No alteration, amendment, change, deletion or addition to this Contract will be binding upon the District or Operator unless it is in writing and signed by both Operator and the District.

7.05 Subcontracting. Except as contemplated by Section 4.01(d), Operator may not subcontract any services performed under this Contract without the prior approval of the District.

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

7.07 Conflicts of Interest. Operator acknowledges that Texas Local Government Code Chapter 176 (as amended, "Chapter 176") requires the disclosure of certain matters by contractors doing business with or proposing to do business with local government entities such as the District. Operator confirms that it has reviewed Chapter 176 and, if required to do so, will complete and return Form CIQ promulgated by the TEC, which is available on the TEC's website at <https://www.ethics.state.tx.us/forms/conflict/>, within seven days of the date of submitting this Contract to the District or within seven days of becoming aware of a matter that requires disclosure under Chapter 176, whichever is applicable.

7.08 Verification Under Chapter 2271, Texas Government Code. If required under Chapter 2271 of the Texas Government Code (as amended, "Chapter 2271"), Operator represents and warrants that, at the time of execution and delivery of this Contract, neither Operator, nor any wholly or majority-owned subsidiary, parent company, or affiliate of Operator that exist to make a profit, boycott Israel or will boycott Israel during the term of this Contract. The foregoing verification is made solely to comply with Chapter 2271, to the extent such Chapter does not contravene applicable Federal law. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with

Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Operator understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with Operator.

7.09 Verification Under Chapter 2252, Texas Government Code. For purposes of Subchapter F of Chapter 2252 of the Texas Government Code (as amended, “*Subchapter F*”), Operator represents and warrants that, neither Operator, nor any wholly owned subsidiary, majority owned subsidiary, parent company, or affiliate of Operator that exist to make a profit, are companies identified on a list prepared and maintained by the Texas Comptroller of Public Accounts (the “*Comptroller*”) described within Subchapter F and posted on the Comptroller’s internet website at:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,

<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>,

<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

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

7.10 Verification Under Chapter 2274, Texas Government Code, Relating to Contracts With Companies Boycotting Certain Energy Companies. If required under Chapter 2274 of the Texas Government Code (as amended, “*Chapter 2274*”), Operator represents and warrants that, at the time of execution and delivery of the Contract, neither Operator, nor any wholly or majority-owned subsidiary, parent company, or affiliate of Operator that exists to make a profit, boycott energy companies or will boycott energy companies during the term of the Contract. The foregoing verification is made solely to comply with Chapter 2274. As used in the foregoing verification, “boycott energy companies” means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (1) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law or (2) does business with a company described in the preceding section (1).

7.11 Verification Under Chapter 2274, Texas Government Code, Relating to Contracts with Companies that Discriminate Against the Firearm and Ammunition Industries. If required under Chapter 2274 of the Texas Government Code (as amended, “*Chapter 2274*”), Operator represents and warrants that, at the time of execution and delivery of the Contract, neither Operator, nor any wholly or majority-owned subsidiary, parent company, or affiliate of Operator that exists to make a profit, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or will discriminate during the term of the Contract against a firearm entity or firearm trade association. The foregoing verification is made solely to comply with Chapter 2274. As used in the foregoing verification, the terms “discriminate against a firearm entity”, “firearm entity”, and “firearm trade association” have the meanings ascribed to them in Section 2274.001, Texas Government Code.

7.12 Entire Agreement. This Contract constitutes the entire agreement of the parties and, upon the Effective Date, supersedes all prior agreements and understandings between Operator and the District.

7.13 No Waiver. No consent or waiver, expressed or implied, to or of any default of any covenant or provision hereof by any party will be construed as a consent or waiver to or any other default of the same or any other covenant or provision.

7.14 Severability. If any provision of this Contract is illegal, invalid, or unenforceable under present or future laws, it is the intention of the parties that the remainder of this Contract not be affected thereby, and it is also the intention of the parties that, in lieu of each provision of this Contract that is illegal, invalid, or unenforceable, there be added as a part of this Contract a provision as similar in terms to the illegal, invalid, or unenforceable provision as is possible, and is legal, valid, and enforceable.

7.15 Applicable Law, Place of Performance. This Contract will be construed under and in accordance with the laws of the State of Texas. All of the obligations contained in this Contract are performable in Williamson County, Texas.

7.16 Attorney's Fees. Any party to this Contract who is the prevailing party in any legal proceeding against any other party brought under or in connection with this Contract or the subject matter hereof will be additionally entitled to recover court costs and reasonable attorney's fees, and all other litigation expenses, including deposition costs, travel, and expert witness fees, from the non-prevailing party (as provided by Texas Local Government Code, Subchapter I).

7.17 Counterparts. This Contract may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument. A facsimile or electronically scanned signature will be deemed to have the same effect as an original signature.

7.18 Authority. Each party represents and warrants that it has the full right, power, and authority to execute this Contract and all related documents. Each person executing this instrument on behalf of a party represents that he or she is an authorized representative of and has the authority to sign this document on behalf of the respective party.

(The remainder of this page has been intentionally left blank, and the signature page or pages follow.)

**COUNTERPART SIGNATURE PAGE TO
OPERATIONS SERVICES AGREEMENT**

**BLOCK HOUSE MUNICIPAL UTILITY
DISTRICT**

By: _____
Ursula Logan, President
Board of Directors

Address: P.O. Box 129
Leander, Texas 78646

ATTEST:

_____, Secretary
Board of Directors

**COUNTERPART SIGNATURE PAGE TO
OPERATIONS SERVICES AGREEMENT**

CROSSROADS UTILITY SERVICES, L.L.C., a
Texas limited liability company

By: _____
Printed Name: _____
Title: _____

Address: 2601 Forest Creek Drive
 Round Rock, Texas 78665-1232

EXHIBIT "A"

SCHEDULE OF RATES

PERSONNEL & EQUIPMENT RATES FOR ADDITIONAL SERVICES

I. SANITARY SEWER AND WATER TAP INSPECTIONS AND INSTALLATION

Water

Residential water meter set/inspection.....	\$85.00
Each water meter change-out.....	\$85.00 (plus the cost of the meter)
Commercial tap/inspection.....	\$100.00
Each non-standard residential tap/inspection.....	\$45.00

Sewer

Residential tap/inspection.....	\$85.00
Commercial tap/inspection.....	\$85.00

Additional inspections of the same connection will be performed at a fee of \$50.00, which shall be billed by Operator, on behalf of the District, directly to the customer requiring the re-inspection, in accordance with the District's rate order.

Backflow device inspections will be performed for a fee of \$150.00.

Note: The prices contained in this **Exhibit "A"** are subject to change upon yearly review.

II. PERSONNEL RATES

Classification	Regular Time (M-F 8am-5pm)	Overtime (M-F 5pm-8am, Sat-Sun, holidays, all hours)	Billing Time Interval
Administrative – Clerical	\$39.94	\$72.00	1 Hr.
Field Service Representative	\$41.52	\$75.00	1 Hr.
Field Operator	\$47.48	\$87.00	1 Hr.
Senior Field Operator	\$58.98	\$112.00	1 Hr.
Equipment Operator	\$53.06	\$111.00	1 Hr.
Foreman	\$62.34	\$112.00	1 Hr.
Supervisor	\$69.23	\$120.00	1 Hr.
Mechanical Technician	\$72.19	\$124.00	1 Hr.
Electrical Technician	\$75.68	\$129.00	1 Hr.
Master Electrician/SCADA Tech	\$106.74	\$195.00	1 Hr.
District Manager	\$113.02	\$247.00	1 Hr.
VP/President	\$128.75	\$247.00	1 Hr.

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III. EQUIPMENT RATES

Classification	Rate Per Hour	Billing Time Interval
12 Volt Pump	\$11.00	1 Hr.
2-3" Pump	\$22.00	1 Hr.
A Frame Winch	\$21.00	1 Hr.
Air Compressor	\$29.00	1 Hr.
Air Compressor (Small)	\$12.00	1 Hr.
Arrow Board	\$25.00	1 Hr.
Back Hoe & Trailer	\$84.00	1 Hr.
Blower	\$7.00	1 Hr.
Chain Saw	\$15.00	1 Hr.
Cordless Hand Tools	\$12.00	1 Hr.
Cutoff Saw (Plus cost of blades)	\$24.00	1 Hr.
Cutting Torch	\$18.00	1 Hr.
Dump Truck (Crossroads)	\$235.00	1 Hr.
Electric Hand Tools	\$18.00	1 Hr.
Extension Ladder (20')	\$11.00	1 Hr.
Fresh Air Blower	\$19.00	1 Hr.
Gas Generator – 110V	\$19.00	1 Hr.
HD Service Truck	\$55.00	1 Hr.
HD/Small Crane Truck	\$90.00	1 Hr.
Jack Hammer	\$33.00	1 Hr.
Jetting Trailer	\$109.00	1 Hr.
Jumping Jack	\$15.00	1 Hr.
Light Tower (1,000 Watt)	\$11.00	1 Hr.
Meg/Ohm Meter	\$11.00	1 Hr.
Metal Detector	\$34.00	1 Hr.
Plate Compactor	\$18.00	1 Hr.
Pressure Washer	\$25.00	1 Hr.
Road Plate	\$24.00	1 Hr.
Service Vehicle	\$45.00	1 Hr.
Shoring	\$42.00	1 Hr.
Skid Steer & Trailer	\$84.00	1 Hr.
Small Camera (for televising)	\$100.00	1 Hr.
Tapping Tools	\$37.00	1 Hr.
Utility Dump Trailer	\$53.00	1 Hr.
Utility Line Locator	\$92.00	1 Hr.
Utility Trailer	\$26.00	1 Hr.
Wastewater Camera (Saturn)	\$3.00/linear ft. and \$750.00 minimum	1 Hr.
Wastewater Vacon Truck 1500 gal. (Crossroads)	\$350.00/hr. plus \$0.80 per gallon disposal	1 Hr.
Wastewater Vacon Truck Trailer (Crossroads)	\$105.00	1 Hr.
Weed eater	\$7.00	1 Hr.
Welding Machine	\$26.00	1 Hr.

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RESTRICTIVE COVENANT ENFORCEMENT SERVICES AGREEMENT

This Restrictive Covenant Enforcement Services Agreement (this “*Contract*”) is entered into effective ~~February-October 1, 2021-2023~~ (the “*Effective Date*”) between **Block House Municipal Utility District**, a municipal utility district operating under Chapters 49 and 54 of the Texas Water Code (the “*District*”) and **Community Association Management, Inc.**, a Texas limited liability company (“*Contractor*”).

RECITALS

Under Section 54.237 of the Texas Water Code, the District is authorized to take all actions necessary to enforce restrictive covenants when, in the judgment of the Board of Directors of the District (the “*Board*”), enforcement is necessary to sustain taxable property values within the District. The District desires to engage Contractor to assist the District in the enforcement of restrictive covenants applicable within the District, and Contractor desires to serve the District in that capacity, on the terms and conditions of this Contract.

AGREEMENTS

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereafter set forth, the receipt and sufficiency of which are hereby acknowledged, the District and Contractor agree as follows:

- Engagement.** The District hereby engages Contractor to manage the District’s restrictive covenant enforcement process in accordance with the ~~District’s Rules Relating to Enforcement of Restrictive Covenants~~ Resolution Adopting Rules Relating to Enforcement of Restrictive Covenants, dated April 27, 2011, as amended from time to time (the “*Rules*”), and at the direction of the Board or its designated Board subcommittee (the “*Subcommittee*”) and to maintain and operate an online database system (the “*Database*”) that documents (i) violations of the restrictive covenants applicable to the Subdivisions, as defined below, which are listed on the attached **Exhibit “A”** (the “*Restrictive Covenants*”) and related enforcement measures and (ii) submissions to the Architectural Control Committee, as defined in the Restrictive Covenants (the “*ACC*”), and Contractor hereby agrees to serve the District in such capacity in accordance with the terms of this Contract.
- Database.** Contractor will maintain the Database on behalf of the District and will include each of the lots (the “*Lots*”) within the subdivisions in the District listed on the attached **Exhibit “A”** (the “*Subdivisions*”). The Database will identify each Lot by street address, owner name as reflected in the Williamson Central Appraisal District records as of date of creation of the Database (the “*Database Initiation Date*”) and owner’s mailing address, and include photographs of each Lot sufficient to document the improvements existing and visible from the street as of the Database Initiation Date. During the term of this Contract, Contractor will update and maintain the Database as described in Section 3, below.
- On-Going Restrictive Covenant Enforcement Services.**

- a. For the compensation specified in Section 6, Contractor will provide the following services (the “Basic Services”):
- i. Inspect each of the properties within the Subdivisions once every ten days. At the discretion of the Board, inspections may consist of any combination of weekday, weeknight and weekend drives, not to exceed a maximum of two weeknight and/or weekend drives per month. The schedule for the inspections will be subject to the approval of the Subcommittee.
 - ii. Photograph and document conditions and/or violations noted during each inspection.
 - iii. Maintain a violation history for each Lot, , a summary of enforcement activity related to the Lot and photographs sufficient to accurately document violations on the Lot which are visible from the street. Additionally, Contractor will update ownership and resident name information in the database on a monthly basis, based upon data received from the District’s utility operator.
 - iv. Notify homeowners and, if applicable, residents, of violations of Restrictive Covenants in accordance with the Rules and in a format approved by the Board, via U.S. Postal Service first class mail, postmarked no later than the second business day following the date of the inspection which identified the violation. Contractor will utilize Smartwebs software which will, in most instances, generate notice of violations in an automated fashion (“Automated Notices”) and will be delivered via first class U.S. Mail.
 - v. Monitor corrective actions taken, and proceed with enforcement activity in accordance with the Rules as necessary when voluntary compliance is not achieved, including forwarding violation histories, photographs and documentation to the District’s attorney as required.
 - vi. Provide an online web form and email contact information to facilitate the reporting of violations by residents and homeowners. Record all violations reported by third parties in a “Watch” status until the violations are confirmed by Contractor. All Lots for which violations are reported by third parties, a Board member, or the District manager or other representative must be inspected for purposes of verifying the reported violation on Contractor’s next scheduled inspection drive.
 - vii. Accept applications from District residents for variances and approvals under the Restrictive Covenants, transmit applications received to the ACC and track all submitted applications for variances and approvals. Notify each applicant of the decisions made by the ACC on his/her application.

- viii. Maintain a record of all ACC submissions and their disposition in the Database, including retention of all documents received by CAM relating to ACC applications.
 - ix. Provide Database access to the Board, District's General Manager, and District's attorney via secure web portal.
 - x. Attend all regular Board meetings and any special meetings as requested by the Board or the Subcommittee. The Parties agree that the District's General Manager may occasionally present the written report, referenced in 3(a)(xi), at meetings of the Board of Directors on behalf of the Contractor.
 - xi. Submit a monthly written report to the Board, in a format approved by the Board, of (i) existing violations of the Restrictive Covenants, including photographs documenting the violations, and (ii) ~~submissions to the ACC, including the status of pending submissions, and (iii)~~ all follow-up action taken with regard to violations.
 - xii. Respond to inquiries, complaints and concerns pertaining to deed restriction enforcement and ACC matters from District residents and others in a professional, courteous and timely manner.
- b. Contractor must provide all personnel, vehicles, equipment and supplies necessary for the proper performance of the Basic Services at its sole expense.
 - c. Perform a scheduled inspection of the District for drought contingency plan violations. Contractor will report any violations to the District's operator once monthly.

4. Term. This Contract will become effective on the Effective Date, and will remain in effect through September 30, ~~2023~~ 2025 (the "Term"), unless sooner terminated by either party under the terms and provisions hereof or extended by mutual agreement of the parties.

5. Termination.

- a. Termination for Cause. In the event of gross negligence or fraud in the performance of Contractor's duties, the District may terminate this Contract by delivery of written notice to Contractor, and the termination will be effective immediately upon delivery of such notice.
- b. Termination Without Cause. Anything in this Contract to the contrary notwithstanding, this Contract may be terminated at any time, without cause, by either party by delivery of at least 30 days' written notice to the other party.

- c. Return of District Property; Proprietary Information. Upon termination of this Contract, for any reason, Contractor must immediately make available all District records, including any paper records, files and information stored in the Database, and any other District property to the District's designated representative. The Database is District property and all rights thereto must be transferred in a manner which allows continued and uninterrupted computer access by the District. Upon termination of this Contract, Contractor agrees it will have no further rights of access to the Database.
- d. Compensation Upon Termination. Upon termination of this Contract and subject to Section 6.c below, the District will pay Contractor any compensation due under the terms of this Contract up to the date of termination, prorated for less than a full month, if necessary, together with any unpaid expenses incurred by Contractor and payable by the District under this Contract.

6. Compensation.

- a. Basic Services. As compensation for the Basic Services, the District will pay Contractor the sum of \$2,400.00 per month ("Base Fee"). In addition to the Base Fee, the District will pay Contractor (i) the actual postage and statement costs for mailing violation notices. All costs relating to Automated Notices will be included in the Base Fee, except for the actual postage and statement costs referenced in this subsection; (ii) the sum of \$25.00 for each notice or letter that is not an Automated Notice and requires manual drafting by the Contractor; and (iii) the sum of \$100.00 for each submission to the ACC of an application for a variance or approval.
- b. Adjustments to the Base Fee. If the Board directs Contractor to inspect the Subdivisions less frequently than every ten days, the Base Fee will be reduced by \$250.00 for each eliminated inspection. If the District requests that Contractor inspect more than 980 residential lots in the District as part of the Basic Services, the Base Fee will be increased by \$2.00 for each additional lot over 980. If the District requests that Contractor inspect the District between 5:00 p.m. and 8:00 a.m. on a Saturday or Sunday or within 12 hours after a regular monthly inspection (unless the inspection is one of the required monthly inspections), Contractor will be paid an additional \$500.00 for each such inspection.
- c. Invoices. All invoices for services must be submitted to the District's bookkeeper no later than 12:00 noon on the Monday of the week, two weeks preceding the date of each regular Board meeting. Invoices must specify the number of lots or units monitored by Contractor during the applicable billing period and the date of each inspection conducted. All timely invoices will, unless in dispute, be paid within 15 days of each regular Board meeting; however, if there is a bona-fide dispute over an invoice, the District may withhold payment of the disputed portion of the invoice subject to the requirements of Section 2251.002, Texas Government Code.

7. Meeting Preparations. Contractor will submit materials that are to be included in Directors’ meeting packets, including the monthly reports required under Section 3.a.xi, to the District’s attorney’s office by 12:00 noon on the Monday of the week preceding each regular Board meeting, unless other arrangements are approved by the Board. If this information is not delivered to the District’s attorney in a timely manner, delivery must be made by Contractor directly to the Board members, at Contractor’s sole expense.

8. Response to District Communication. Contractor will use commercially reasonable efforts to respond to each communication from the Board, its consultants or District residents pertaining to deed restrictions and ACC matters, prior to the end of the business day following its receipt of oral or electronic communications and within one business week following receipt of written communications which are not electronically delivered. Contractor will use best efforts to promote good relations with the Board, its consultants and its District residents.

9. Review. Before the end of the Term, the Board will conduct a review of Contractor and its performance under this Contract. In conjunction with the review, the Board may determine the terms upon which this Contract will be renewed, extended, or modified, if appropriate.

10. Insurance. Upon the full execution of this Contract and prior to providing any services under this Contract, 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:

(i)	Workers Compensation/ Employer’s Liability	Statutory amounts as prescribed by law
(ii)	Commercial General Liability (occurrence basis)	\$1,000,000 (per occurrence) \$2,000,000 (aggregate) \$1,000,000 (products/completed operations aggregate)
(iii)	Automobile Liability (occurrence basis), which must include liability arising out of owned, hired and non-owned vehicles	\$1,000,000
(iv)	Excess/Umbrella Liability (above the actual amounts carried by Contractor for the policies described in (i) (with respect to Employer’s Liability) and (ii) and (iii) above)	\$1,000,000 (per occurrence)

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 (3) not include the following endorsements and exclusions or equivalent limitations: CG 22 94 or CG 22 95 (Damage to Work Performed by Subcontracts Exclusion), CG 21 39 (Contractual Limitation Endorsement), CG 24 26 (Amendment of Insured Contract Definition), and CG 21 37 (Employees as Insureds Exclusion).

All of the above-listed insurance must be maintained in force throughout the term of this Contract 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.

11. Offset and Indemnity.

- a. Contractor will defend, indemnify and hold District harmless from any and all losses, expenses, damages, claims, suits and actions, including, without limitation, reasonable attorney's fees, costs of court and costs of investigation arising from or related to (i) Contractor's breach or failure to perform any agreement, covenant, representation or warranty set forth or referred to in this Contract, (ii) any violation by Contractor of any applicable laws, (iii) Contractor's negligence, willful misconduct, fraud, or misrepresentation, or (iv) third party claims arising from Contractor's performance of Contractor's duties and services hereunder. And, in addition to such right of indemnity, District shall have the right to offset any and all of such losses, expenses, damages, claims, suits and actions against any amounts payable to the District under this Contract in addition to any other remedy available to the District, at law or in equity. Such offset shall be on a dollar-for-dollar basis. Contractor's obligations and the District's rights under this paragraph will survive the termination of this Contract for any reason.
- b. To the extent permitted by law, the District will defend, indemnify and hold Contractor harmless from any and all losses, expenses, damages, claims, suits and actions, including, without limitation, reasonable attorney's fees, costs of court and costs of investigation arising from or related to the District's breach or failure to perform any agreement, covenant, representation or warranty set forth or referred to in this Contract.

12. Status as Independent Contractor; Personnel. Contractor is retained as and will continue in the capacity of an independent contractor. Contractor agrees to be responsible for hiring and compensating any personnel it deems necessary to carry out its duties under this Contract, and to be responsible for collecting and remitting all applicable FICA and income tax withholding based upon any sums paid to Contractor or its personnel.

13. Miscellaneous.

- a. Assignment. Neither the District nor Contractor may assign this Contract without the prior written consent of the other party.
- b. Notices. All notices to be given under this Contract must be in writing and may be personally delivered or dispatched by United States certified mail, postage prepaid, return receipt requested, to the addresses shown at the end of this Contract. Either party may change its address by giving written notice to the other party of the change. Any time limitation provided in this Contract will commence with the date that the party actually receives such written notice, and the date of postmark of any return receipt indicating the date of delivery of notice to the addressee will be conclusive evidence of such receipt.
- c. Amendments. No alteration, amendment, change, deletion or addition to this Contract will be binding upon the District or Contractor unless it is in writing and signed by both Contractor and the District.
- d. Disclosure of Interested Parties. Contractor acknowledges that Texas Government Code Section 2252.908 (as amended, "Section 2252.908") requires disclosure of certain matters by contractors entering into a contract with a local government entity such as the District. Contractor confirms that it has reviewed Section 2252.908 and, if required to do so, will (1) complete a Form 1295, using the unique identification number specified on page 1 of the Contract, and electronically file it with the Texas Ethics Commission ("TEC"); and (2) submit the signed Form 1295, including the certification of filing number of the Form 1295 with the TEC, to the District at the same time Contractor executes and submits the Contract to the District. Form 1295s are available on the TEC's website at <https://www.ethics.state.tx.us/filinginfo/1295/>. The Contract is not effective until the requirements listed above are satisfied and any approval or award of the Contract by the District is expressly made contingent upon Contractor's compliance with these requirements. **The signed Form 1295 may be submitted to the District in an electronic format.**
- e. Disclosure of Conflicts of Interest. Contractor acknowledges that Texas Local Government Code Chapter 176 (as amended, "Chapter 176") requires the disclosure of certain matters by contractors doing business with or proposing to do business with local government entities such as the District. Contractor confirms that it has reviewed Chapter 176 and, if required to do so, will complete and return Form CIQ promulgated by the TEC, which is available on the TEC's website at <https://www.ethics.state.tx.us/forms/conflict/>, within seven days of the date of submitting the Contract to the District or within seven days of becoming aware of a matter that requires disclosure under Chapter 176, whichever is applicable.
- f. Verification Under Chapter 2271, Texas Government Code. If required under Chapter 2271 of the Texas Government Code (as amended, "Chapter

2271”), Contractor represents and warrants that, at the time of execution and delivery of the Contract, neither Contractor, nor any wholly or majority-owned subsidiary, parent company, or affiliate of Contractor that exist to make a profit, boycott Israel or will boycott Israel during the term of the Contract. The foregoing verification is made solely to comply with Chapter 2271, to the extent such Chapter does not contravene applicable Federal law. As used in the foregoing verification, “boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Contractor understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with Contractor.

- g. Verification Under Subchapter F, Chapter 2252, Texas Government Code. For purposes of Subchapter F of Chapter 2252 of the Texas Government Code (as amended, “Subchapter F”), Contractor represents and warrants that, neither Contractor, nor any wholly owned subsidiary, majority- owned subsidiary, parent company, or affiliate of Contractor that exist to make a profit, are companies identified on a list prepared and maintained by the Texas Comptroller of Public Accounts (the “Comptroller”) described within Subchapter F and posted on the Comptroller’s internet website at: <https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>, <https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, and <https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>. The foregoing representation is made solely to comply with Subchapter F, to the extent such subchapter does not contravene applicable Federal law, and excludes companies that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan, Iran, or a foreign terrorist organization. Contractor understands “affiliate” to mean any entity that controls, is controlled by, or is under common control with Contractor.
- h. Applicable Law, Place of Performance. This Contract will be construed under and in accordance with the laws of the State of Texas. All of the obligations contained in this Contract are performable in Williamson County, Texas.
- i. Counterparts. This Contract may be executed in two or more counterparts, each of which will be deemed an original, which together will constitute one in the same agreement. This Contract may be executed by facsimile or electronic email signature.
- j. Entire Agreement. This Contract constitutes the entire agreement and supersedes all prior agreements and written or oral understandings between the parties regarding the subject matter of this Contract.

Executed on the date or dates indicated below, to be effective as of the Effective Date.

DISTRICT:

**BLOCK HOUSE MUNICIPAL UTILITY
DISTRICT**

By: _____
~~Cecilia Roberts~~ Ursula Logan, President
Board of Directors

Date: _____

Address: P.O. Box 129
Leander, Texas 78646-0129

ATTEST:

By: _____
~~Byron Koenig~~ Robert Young, Secretary
Board of Directors

CONTRACTOR:

**COMMUNITY ASSOCIATION
MANAGEMENT, INC.**

By: _____

Name Printed: _____

Title: _____

Date: _____

Address: 7700 W. Highway 71, Suite 270
Austin, TX 78735

EXHIBIT "A"

RESTRICTIVE COVENANTS

Block House, Section One (1)

Volume 868, Page 136 Declaration...
Volume 908, Page 604 Amendment to Declaration... Volume
1355, Page 102 Second Amendment to Declaration...
Cabinet D, Slides 273-275

The Settlement at Block House Creek, Section 2

Volume 1010, Page 99 Declaration...
Volume 1100, Page 179 Amendment and Restatement of... Volume
1155, Page 686 First Amendment to Amendment and... Volume
1355, Page 102 Second Amendment to Amendment and... Cabinet
E, Slides 355-357

The Settlement at Block House Creek, Section Three

Volume 1155, Page 689 Declaration...
Volume 1145, Page 492 Plat Vacation
Volume 1355, Page 102 First Amendment to Declaration...
Cabinet F, Slides 189-190

The Settlement at Block House Creek, Section Four

Volume 1269, Page 22 Declaration...
Volume 1355, Page 102 First Amendment to Declaration...
Cabinet G, Slides 205-206

Block House Creek, Phase "D", Section 607

Volume 1353, Page 897 Declaration...
Cabinet H, Slides 36-39

Block House Creek, Phase "D", Section 608

Volume 1357, Page 282 Declaration...
Volume 1458, Page 547 Variance
Cabinet H, Slides 106-109

Block House Creek, Phase "E", Section 501

Volume 1426, Page 536 Declaration...
Cabinet H, Slides 239-241

Block House Creek, Phase "E", Section 504

Volume 1426, Page 563 Declaration...
Cabinet H, Slides 242-245

Block House Creek, Phase "E", Section 610

Volume 1355, Page 456 Declaration...
Cabinet H, Slides 176-178

Block House Creek, Phase "E", Section 612

Volume 1426, Page 590 Declaration...
Cabinet H, Slides 266-268

Block House Section 613

Volume 1472, Page 465 Declaration... (not fully executed)
Volume 1528, Page 389 Declaration...
Cabinet I, Slides 152-153

Block House Creek, Phase "E", Section 614

Volume 1420, Page 617 Declaration...
Cabinet H, Slides 269-271

POOL SERVICES AGREEMENT

(Lifeguarding only)

This Pool Services Agreement (“Agreement”) is entered into effective October 1, 2023, by **BLOCK HOUSE MUNICIPAL UTILITY DISTRICT**, a political subdivision of the State of Texas (the “District”), and **PREMIER RECREATION MANAGEMENT SERVICES, LLC**, a Texas Limited Liability Company (the “Contractor”).

I. PURPOSE OF AGREEMENT

The purpose of this Agreement is to state the terms and conditions under which the Contractor will provide pool management and lifeguarding services for the District’s swimming pools located at 2800 Block House Drive, Leander, Texas (the “Tumlinson Pool”) and 3100 Block House Drive, Leander, Texas (the “Apache Pool”) (sometimes referred to individually as a “Pool” and collectively as the “Pools”). When used in this Agreement, the term “swim season” means the period commencing on the date established by the District’s Board of Directors (the “Board”) for the opening of the Pools for use by the District’s residents and Pool patrons and ending on the date established by the Board for closing of the Pools for each year during the term of this Agreement.

The Contractor will regularly meet with the District’s general manager (the “General Manager”) or its designated pool subcommittee (the “Pools Subcommittee”) to coordinate programs and scheduling for the benefit of the District’s residents and Pool patrons.

II. POOL SCHEDULES

The approved pool schedule at the time of execution of this Agreement is attached as **Exhibit “A”**. The hours and dates of operation for each of the Pools may be changed at the Board’s discretion, upon reasonable notice to the Contractor. The Contractor will cooperate with the Pools Subcommittee to revise the schedules established under this Agreement as necessary to accommodate the District’s programming and the needs of the District’s residents. If the schedules are updated or changed, the Contractor will promptly post the updated schedules on the bulletin boards at each of the Pools and will also provide them to the District’s Website Administrator for posting on the District’s website. The Contractor will ensure that postings on the bulletin boards at each of the Pools are kept current at all times.

III. BASIC SERVICES

The Contractor will provide the following basic services to the District for the compensation set forth in Article V:

A. POOL STAFF

The Contractor will provide all lifeguards, management personnel, and adult supervisory personnel required to ensure the safety of all Pool patrons in accordance with generally recognized safety standards for public pools including, without limitation, the current rules promulgated by the Texas Department of Health and Williamson County. A full-time adult supervisor (the “Pool Supervisor”), in addition to the Manager and Assistant Managers, will be provided by the Contractor. The Contractor must provide sufficient lifeguards to maintain a minimum ratio of one lifeguard to 25 Pool patrons at all times. Any major staffing changes must be promptly reported to the General Manager. At a minimum, the following staff will be provided by the Contractor:

1. Pool Management Consultant. Marc Marroquin Jr. will serve as pool management consultant (the "*Pool Management Consultant*"), and will manage and supervise the services to be provided by the Contractor under this Agreement. The Pool Management Consultant will make recommendations on modifications or improvements to the District's Pool facilities and services on a quarterly basis at a meeting to be scheduled with the Pools Subcommittee.

2. Management. A Manager and at least one Assistant Manager for each Pool be designated by written notice to the General Manager and the Pools Subcommittee prior to the Contractor's initiation of services under this Agreement and at least two weeks prior to the Tumlinson Pool opening for each swim season. At least one Manager or Assistant Manager must be at each Pool whenever the Pool is open. Assistant Managers who are on duty may also perform lifeguard duties. All managers must meet the following requirements:

a. Manager. A Manager is required, at a minimum, to be at least 18 years of age, to be trained in the operation of all pool equipment and appurtenances, and to have at least three years of prior pool management experience and the following current certifications:

- (1) Red Cross Lifeguarding or equivalent;
- (2) Red Cross or American Heart Association CPR, AED, and O2 Administration;
- (3) Red Cross or National Safety Council First Aid; and
- (4) Pool operator training, including for operation and use of the handicap lift.

b. Assistant Manager. An Assistant Manager is required, at a minimum, to be at least 18 years of age, to be trained in the operation of all pool equipment, and to have at least two years of prior lifeguarding experience and the following current certifications:

- (1) Red Cross Lifeguarding or equivalent;
- (2) Red Cross or American Heart Association CPR; AED and O2 Administration;
- (3) Red Cross or National Safety Council First Aid; and
- (4) Training in operation and use of the handicap lift.

All certifications must be sufficient to meet applicable Texas Department of State Health Services requirements.

3. Lifeguards. Qualified lifeguards must be at each Pool at all times during that Pool's hours of operation. The Pools will be staffed at all times with the appropriate amount of lifeguards, in accordance with generally accepted national standards or with applicable local law or regulation. All lifeguards on duty must wear distinguishing clothing, such as a shirt, swimsuit, or hat with "Lifeguard" or "Guard" clearly printed on it. All lifeguards must, at a minimum, be 16 years old, with the following current certifications:

- a. Red Cross Advanced Lifeguarding or equivalent;
- b. Professional Rescuer CPR; AED and O2 Administration; and
- c. Red Cross or National Safety Council First Aid.

All certifications must be sufficient to meet applicable Texas Department of State Health Services requirements.

4. Training. The Contractor must provide one pre-season training session for the Manager, all Assistant Managers, and all lifeguards. The Contractor must also provide at least one mid-season training session for all lifeguards. Training must include instruction on the proper maintenance and use of the District's equipment and pool systems, including the pool heaters at Apache Pool and the functionality of the District's BRIVO key fob system, which provides entry to the District's Pools. Unqualified personnel will not be permitted to adjust or tamper with the District's equipment, pool operating systems and specifically the heaters at Apache Pool. The Contractor will not permit any lifeguard who fails to maintain required certifications or to perform to the District's standards to continue to work at the District's Pools. The Contractor must promptly report any computer malfunctions or operational issues to the General Manager. Training records will be kept and provided to the General Manager and the Pools Subcommittee upon request. Training logs will include the name of participants, date and time of training, and the training materials covered.

5. Unauthorized Presence on Pool Premises. The Contractor's personnel are not permitted on the Pool premises either before or after designated work hours, and may only remain on the premises while on duty and performing services under this Agreement. If the Contractor's personnel are on the Pool premises when not on duty, they must be dressed in their personal clothing rather than their lifeguard attire. No unauthorized access to the Pool premises will be permitted.

6. Emergency Notification Information. The Contractor must provide the General Manager and the Pools Subcommittee with cellular telephone numbers and company email addresses (not personal email addresses) for the Contractor's personnel who are available to be notified in the event of an emergency at either of the Pools.

7. Required Certifications. Upon the request of the District, the Contractor shall promptly provide a written report containing information relating to all certifications required under Section III.A.(2) and (3) of the Agreement, including certification numbers and the corresponding names of the Manager, Assistant Manager, and/or Lifeguards, as applicable, for all personnel of the Contractor providing services pursuant to the Agreement.

B. POOL OPERATION

1. District Rules Enforcement. Either the Manager or an Assistant Manager will be responsible for enforcement of the Rules. The Manager must oversee enforcement of the Rules and promptly report enforcement problems, and must make recommendations on any changes to the Rules to the General Manager immediately.

2. Daily Log of Activities. The Contractor will maintain a daily log of significant activities and information, including a usage log (showing pool usage by hour), water analysis, work order requests submitted, condition of equipment, maintenance log, chemical supply log and record of time worked by the Contractor's staff. The log will be accessible to the District, including the General Manager and Pools Subcommittee, at all times and submitted weekly to the General Manager. The log will be maintained in electronic format and available online.

3. Accident Reports. All accidents or injuries requiring medical or lifeguard attention that occur at the Pools must be reported to the General Manager and the Pools Subcommittee within two hours of the incident, followed by a written accident report to be submitted to the General Manager within 24 hours of the incident.

4. Water Quality. The Contractor must follow the water quality policy contained in the Rules. If a Pool is closed due to water quality problems outside the control of the Contractor

and within the terms of the District's water quality policy, the Contractor must (i) email notification to the General Manager and Pools Subcommittee, (ii) post a sign at the Pool notifying the residents of the reason for and duration of the Pool closure and stating when the Pool will re-open and (iii) email notification to the District's website administrator to post the Pool closure on the District's website and Facebook page.

5. Rain Days. If the weather is deemed unsuitable for swimming within two hours of the normal Pool closing time on any rainy day, the Pools may be closed for the remainder of the day. In the event of severe inclement weather, the Contractor may, subject to prior notice to and approval of the General Manager, close the Pools early. If the Pools are closed due to inclement weather, the Contractor must (i) notify the General Manager and Pools Subcommittee by email, text, or telephone call, (ii) post a sign at the Pool notifying the residents of the reason for and duration of the Pool closure and stating when the Pool will re-open, and (iii) email notification to the District's website administrator or General Manager to post the Pool closure on the District's website and social media page(s).

C. POOL MANAGEMENT

1. Monthly Report. The Contractor must submit monthly written reports, including a summary of items reflected in the daily log for each Pool, to the General Manager, with a copy to the District's attorney, for inclusion in Board packets for regular Board of Directors meetings. This report will include hourly pool usage, water analysis, accidents reported and other information requested by the Board. The Contractor's failure to submit the reports will entitle the District to withhold payment to the Contractor until the reports are received.

2. Meetings. The Pool Management Consultant or another responsible member of the Contractor's management staff must attend all Board meetings during each swim season and all meetings of the Pools Subcommittee during each swim season when such attendance is requested. In addition, the Pool Management Consultant must attend quarterly meetings scheduled by the Pools Subcommittee.

3. Safety Services. The Pool Management Consultant will conduct an annual safety audit of Apache Pool and a safety audit of the Tumlinson Pool prior to commencement of each swim season for Tumlinson Pool. The Contractor will also monitor the safety of the Pools and Pool areas during the term of this Agreement by performing a State Code and National Standards (Professional Standards) Safety Audit (American National Standard/Association of Pool and Spa Professionals or equivalent National Standards) on a monthly basis during each swim season. The General Manager will be notified of and invited to attend each of these safety audits. Written documentation of each safety audit, including any recommended modifications in facilities or procedures required for proper and safe operation of the Pools in conformity with all state and federal safety standards, must be prepared by the Contractor and will be submitted to the General Manager upon request. No additional charge will be assessed by the Contractor for services under this Section. The District may periodically hire a third-party inspector to audit and evaluate safety considerations at the Pools. Contractor agrees to work with, assist, and cooperate with any third-party auditing or evaluating safety considerations at the Pools.

4. Customer Relations. The Contractor will monitor all formal customer complaints and provide notice of such complaints to the General Manager. The District will install signage at the Pools requesting that complaints be directed to the General Manager of the District.

5. Additional Services. The Contractor may be authorized to perform additional services requested by the Board in accordance with Article IV. All additional services must be approved in advance by the General Manager.

D. POOL MAINTENANCE AND REPAIRS

1. The District agrees to provide the following, at no cost to the Contractor:

a. Access to Pools. The General Manager will provide the Contractor with six sets of keys and/or key fobs (collectively, “keys”) necessary to open locks and/or gates at the Pools. These keys will be properly safeguarded by the Contractor, and released only to authorized personnel. Duplication of these keys by the Contractor is prohibited and, if any additional keys are needed, they must be obtained from the General Manager at the Contractor’s expense. For security purposes, the Contractor will periodically change the access code to the lock boxes used for access to the keys. If an employee of the Contractor is terminated and that employee’s keys are not returned to the Contractor, the General Manager will re-key the locks, at the Contractor’s expense. All keys will be returned to the General Manager upon termination of this Agreement.

b. Utilities. The District will provide, at each Pool, water, electric and telephone utility services, a 110-volt electrical outlet in the pump room, a telephone (restricted to local calls only), lifeguard stands and umbrellas for the lifeguard stands, and solid waste collection services.

2. The Contractor will perform the following services:

a. Cleaning. The Contractor must keep the Pools and Pool areas clean at all times, including picking up and disposing of litter around the Pools and Pool areas; skimming the Pool water surface; cleaning and performing skimmer maintenance; cleaning the Pool decks, and inspecting dressing areas, and lifeguard offices. The District will hire a third party to clean the restrooms once a week at the Pools. In between such cleanings, Contractor shall undertake best efforts to ensure that the restrooms are adequately clean and will provide notice to the General Manager if the restrooms require significant immediate attention. These services will be performed daily either before the Pool opens or after the Pool closes and throughout the day, as needed. In addition, skimmers will be checked and cleared of debris regularly throughout the day. Water standing on the Pool decks will be squeegeed from the decks regularly throughout the day. Pool trash containers and recycle bins will be emptied and placed in designated trash and recycle receptacles at curbside for pick-up or trash may be placed in dumpsters, as designated by the General Manager, on Monday and Friday of each week, and returned to the usual storage areas after trash and recycle pick-up.

b. Water Level. Water will be added to the Pool as needed.

c. Damage. The Pool area will be checked for damage and vandalism daily, and any damage will be reported to the General Manager and the Williamson County Sheriff’s Department promptly. The Contractor will provide photographic documentation of any damage and vandalism to the General Manager. Repairs or clean-up necessitated by vandalism will be additional services which must be authorized in advance and will be paid for by the District.

d. Chemical Levels. If the Contractor determines that a Pool should be closed due to poor water quality, the Contractor must (i) email notification to the General Manager and Pools Subcommittee, (ii) post signage at the Pool notifying the residents of the reason for and duration of the Pool closure and stating when the Pool will re-open, and (iii) email notification to the District’s website administrator to post the Pool closure on the District’s website and social media page(s).

e. Chlorine and pH. The Contractor will test automatic chlorination equipment and record chlorine and pH levels hourly, and make any required adjustments to chlorine and pH levels to comply with all applicable health and safety requirements. The Contractor will test the chlorine and pH levels hourly and test results will be maintained in a log book. Test results will be made available to the General Manager upon request. The parties agree and recognize that the District has hired a separate entity to maintain the chemical levels and generally manage the physical operation of the Pools. Contractor agrees to work amicably with the District and the entity undertaking maintenance of chemical levels in the Pools to ensure that the Pools are operating in a safe manner and in accordance with all recommended standards.

f. Filter and Pumps. The Contractor will check filter and pump pressure readings daily, and will check and empty pump strainers as needed, and in no event less than once per day.

g. Pool Heaters. The Contractor will monitor the water temperature at Apache Pool and adjust the heaters as necessary.

h. Grounds Inspection. The Contractor will inspect grounds, restrooms and dressing areas hourly during periods that the Pools are open, and will take necessary steps to keep the areas clean.

i. Work Orders and Repairs. The Contractor will promptly initiate work orders for repairs or non-routine maintenance by request to the General Manager, and each work order request will be noted on the daily log maintained by the Contractor.

j. Notification. The Contractor will promptly notify the General Manager of any equipment repairs needed or operational problems. The Contractor will notify the General Manager and the Williamson County Sheriff's Department of any vandalism, and provide photographic documentation of any vandalism to the District Manager.

3. Pool Opening. The Contractor agrees to make each Pool "ready to swim" by completing the following services prior to opening day of the season for each Pool:

- a. vacuum Pool;
- b. clean Pool enclosure area;
- c. inspect chemical feeders;
- d. inspect all filtration equipment;
- e. inspect flow meters, pressure gauges, and valves;
- f. thoroughly clean bathhouse;
- g. inspect and re-stock water testing supplies;
- h. inspect underwater lights;
- i. inspect all pool systems as provided in the Pool opening and closing checklists;
- j. start up equipment;
- k. perform a walk-through with the General Manager prior to opening to develop a list of items needed for operation of the Pool and to review any items identified by the Health Department as deficient from the previous year; and
- l. perform requisite repair work as needed and authorized by the General Manager and the Pool Subcommittee.

4. Tumlinson Pool Schedule. The Tumlinson Pool will be open in accordance with the schedule attached as **Exhibit "A"**, as it may be revised by the Board. The Tumlinson Pool will be closed to swimmers if the water temperature drops below 78°. In addition, the Tumlinson Pool may be closed for maintenance purposes from time to time. Upon closing of the Tumlinson Pool for the season, the Contractor will be responsible for performing all necessary closing operations, including properly storing all equipment.

5. Apache Pool Schedule. Apache Pool will be open in accordance with the schedule attached as **Exhibit "A"**, as it may be revised by the Board. Apache Pool may be temporarily closed from time to time due to winter weather conditions. The pool cover must be completely removed at all times that any portion of Apache Pool is in use. In order to conserve energy resources, the cover must be placed on Apache Pool at pool closing each day while the pool heaters are in operation. If the Contractor fails to do so, the Contractor will be charged the sum of \$100 per occurrence, as liquidated damages, to compensate the District for utility costs expended due to the cover not being in place. This fee will be deducted from the compensation due for the next pay period. In addition, Apache Pool may be closed for maintenance purposes from time to time.

6. Apache Pool Opening, Closing, and Hourly Responsibilities. The Contractor will open and close Apache Pool, and perform hourly checks at Apache Pool, following protocols and checklists.

E. SUPPLIES

1. During the term of this Agreement, the Contractor will provide lifeguard and Managers' shirts, lanyards, whistles, inhalation bags, administrative forms and training supplies, at its own expense.

2. During the term of this Agreement, the District will provide the following supplies, at its expense. The Contractor will notify the General Manager of any of these supplies that need to be ordered.

a. Pool and Janitorial Supplies. This includes soap, disinfectant, paper towels, deodorizer, toilet tissue, correct size trash can liners for the Pool area and bathrooms, glass cleaner, tile scrub pads and tile cleaner.

b. Light Bulbs. This includes normal incandescent light bulbs for the bathrooms, pump rooms and lifeguard rooms.

c. Office Supplies. This includes paper, pencils, pens, calculators, staples, paper clips and storage/file boxes.

d. Paper Forms. This includes guest passes, Pool schedules, copies of the Rules, incident reports and Pool party information and reservation forms.

e. First Aid Supplies. This includes bandages, band aids, antibacterial disinfectant, aloe, gauze pads and ice packs.

f. Other Equipment. This includes pool operating equipment, including water hoses, pool vacuum heads, pool poles, pool vacuum hoses, rescue tubes, ring buoys, life hooks, pool rules signs, trash receptacles, water test kit, life line, safety goggles, chemical resistant gloves, mops, brooms, dust pan, brushes, buckets, sponges, pool brushes, leaf skimmers and algae brushes.

IV. OPTIONAL SERVICES

A. PARTIES

1. Subject to the availability of the Pool facility and adequate staff, the Contractor will make reservations and provide lifeguards for private parties on Fridays, Saturdays and Sundays during the “summer swim season”, between the hours of 8:00 p.m. and 10:00 p.m. Reservations will be made on a first-come, first-served basis. The total number of attendees at any private party may not exceed 50, unless approved in advance by the Pools Subcommittee. The Contractor will coordinate directly with the resident hosting a private party with respect to staffing requirements at and payments for the party. Payment for all private parties, as specified below, must be sent directly to the Contractor by the resident hosting the party, and the District will have no responsibility for such payment. Staffing requirements and payments for each Pool is as follows:

a. Tumlinson Pool. Private parties with up to 50 guests will require six lifeguards to be present at all times. At the time of scheduling of a private party, the resident hosting the party must pay \$400 to the Contractor as compensation for scheduling and staffing the party, and \$100 to the District for a facilities and clean-up deposit, for a total of \$500.00. These payments must be made by separate check, payable to the Contractor and the District, respectively, and sent directly to the Contractor.

b. Apache Pool. Private parties with up to 50 guests will require two lifeguards to be present at all times. At the time of scheduling of a private party, the resident hosting the party must pay \$250 to the Contractor as compensation for scheduling and staffing the party, and \$100 to the District for a facilities and clean-up deposit, for a total of \$350. These payments must be made by separate check, payable to the Contractor and the District, respectively, and sent directly to the Contractor.

2. No event will be scheduled and no lifeguards will be provided on days that the Pools are scheduled to be closed, on days before the Pools open, or after 10:00 p.m. on any day.

B. REPAIRS

The Contractor represents that it is qualified and capable of performing routine Pool maintenance that may be required during the term of this Agreement. Routine maintenance means maintenance specified in this Agreement or not requiring parts or materials, and this work will be performed at no additional cost to the District. The General Manager will be notified of any required or recommended nonroutine maintenance or repairs, and such work will be subject to approval by the Board or the Pools Subcommittee in advance and will be coordinated with the General Manager.

C. SWIM TEAM

The Contractor acknowledges that the District currently makes Apache Pool available for use by the Tidal Waves Swim Team and the Leander Independent School District High School Swim Teams. The Contractor will not be responsible for providing lifeguarding services during established team practice times unless the Pool in question is otherwise open to the public. The Contractor acknowledges that open communication and a good working relationship between the Contractor, as the District’s pool manager, and the swim teams utilizing the Pools is a priority to the Board. Therefore, the Contractor agrees to notify the General Manager of, and to use its best professional judgment to resolve, any scheduling issues or conflicts so as to maximize use of the Pool and enhance the experience of all Pool patrons.

V. COMPENSATION AND BILLING

The District will pay the Contractor the total sum of \$XXX,XXX for the basic services described in Article III, payable in installments of \$XX,XXX per month (or in accordance with the attached schedule), each of which will be paid within five days following the Board’s regular monthly meeting.

The Parties recognize that from time to time additional lifeguarding services may be required to accommodate the schedule of the Pools. In such circumstances, the Contractor will provide such services at a rate of \$28.50/hour and the Board will approve such expenditures.

If circumstances arise that render the Contractor unable to employ the necessary amount of lifeguards to staff the Pools as contemplated under this Agreement, the Contractor will reimburse the District in an amount commensurate with the Contractor’s failure to provide the required services under this Agreement

VI. NOTICE

Any notice or communication under this Agreement must be in writing and may, unless otherwise provided herein, be given by (i) depositing the same in the United States Mail, postage paid, certified, and addressed to the party to be notified with return receipt requested; (ii) hand delivering the same to such party, or an agent of such party; or (iii) confirmed email notification. Notice deposited in the mail in the manner hereinabove described will be effective from and after the expiration of three days after such deposit. Notice given in any other manner will be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties will, until changed as provided below, be as follows:

- | | |
|--|--|
| District: | Block House Municipal Utility District
P.O. Box 129
Leander, Texas 78646-0129 |
| General Manager
And Website
Administrator: | Crossroads Utility Services, LLC
2601 Forest Creek Drive
Round Rock, Texas 78665-1232
Attn: Lisa Torres
Phone: (512) 541-9135
Email: gm@blockhousemudtx.gov |
| Pools Subcommittee: | Subcommittee Members and current contact
information as provided on Subcommittee List. |
| With a copy to: | Armbrust & Brown, PLLC
Attn: Sean Abbott
100 Congress Avenue, Suite 1300
Austin, Texas 78701
Email: sabbott@abaustin.com |
| Contractor: | Premier Recreation Management Services, LLC
Mark Marroquin Jr.
402 Sioux Trail
Leander, Texas 78641 |

The parties may change their respective contact information for purposes of notice by giving at least five days written notice of the new information to the other parties. If any date or any period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period will be extended to the next business day.

VII. INDEPENDENT CONTRACTOR

The District and the Contractor agree that the Contractor is being retained as an independent contractor and not as an employee. All personnel required for the performance of the Contractor's duties under this Agreement will be employed by the Contractor, and will not be employees of the District. The Contractor will be solely responsible for all wages, income tax withholdings, social security, unemployment taxes and worker's compensation insurance required for its personnel employed to perform services under this Agreement. The Contractor agrees that it will be responsible for collecting and remitting to the federal, state and local authorities all applicable FICA and income tax withholdings, if any, based upon sums paid to it by the District.

VIII. COMPLIANCE WITH APPLICABLE LAWS AND REQUIREMENTS

The Contractor will comply with all applicable federal, state, and county ordinances and regulations in performing all services to be rendered by the Contractor under this Agreement, and will advise the Board and the General Manager of any change in ordinances or regulations. Further, the Contractor will ensure that the Pools are operated and maintained in accordance with all applicable federal, state, and county ordinances and regulations and will provide prompt notice to the General Manager if District is not in compliance with any applicable rules or regulations. The District will comply with all applicable federal, state, and county ordinances and regulations in providing the pool facilities. The Contractor will operate, manage, and maintain the Pools in accordance with the Rules, attached as **Exhibit "B"**, including the "Policies and Procedures Relating to Pool Operations During the Coronavirus Epidemic" contained therein. Additionally, the Contractor will comply with the District's Contractor Code of Conduct, attached as **Exhibit "C"**, and the District's Code of Ethics, Travel and Professional Services Policy, attached as **Exhibit "D"**.

The Contractor will undertake all necessary and required actions, filings, and communications with all applicable governmental and regulatory authorities, including but not limited to the Williamson County Health District, to ensure that the District has all proper permits and certifications relating to the operation of the Pools. Contractor will also schedule and undertake all necessary actions to ensure that the District is in compliance with all rules and standards relating to the inspection of District facilities by the Texas Municipal League Intergovernmental Risk Pool ("*TML*") or any other insurer of District facilities. Contractor will: (1) promptly notify the General Manager of the District if the District fails to procure any necessary license, approval, or certification from a regulatory authority or if any District facility fails an inspection conducted by the TML or any other insurer of District facilities; and (2) undertake best efforts to promptly cure any deficiencies relating to the failure to obtain any necessary regulatory approval or the failed inspection of a District facility.

Confirmation of Amended Department of Texas State Health Services Administrative Rules. The parties recognize that the Texas Department of State Health and Human Services has promulgated and instituted the updated administrative code provisions relating to the use and administration of public pools contained in Title 25 Tex. Admin. Code Chapter 265,

Subchapter L (Tex. Dept. State Health and Human Services, General Sanitation, Public Swimming Pools and Spas) (the “*Revised Texas Administrative Rules*”), including but not limited to, §265.181 (General Provisions) and §265.181 (Definitions). In accordance with Section III.A. of this Agreement, the Contractor agrees to comply with the Revised Texas Administrative Rules and undertake all necessary and affirmative actions required to achieve compliance with the Revised Texas Administrative Rules in performing under the Agreement at District facilities. The District agrees to cooperate with the Contractor in the implementation of any new or revised policies or procedures implemented by the Contractor to ensure compliance with the Revised Texas Administrative Rules. The Contractor shall provide prompt notice to the General Manager of the District if the Contractor cannot promptly and reasonably comply with any of the Revised Texas Administrative Rules.

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

Disclosure of Conflicts of Interest. Contractor acknowledges that Texas Local Government Code Chapter 176 (as amended, “*Chapter 176*”) requires the disclosure of certain matters by contractors doing business with or proposing to do business with local government entities such as the District. Contractor confirms that it has reviewed Chapter 176 and, if required to do so, will complete and return FORM CIQ promulgated by the TEC, which is available on the TEC’s website at <https://www.ethics.state.tx.us/forms/conflict/>, within seven days of the date of submitting this Agreement to the District or within seven days of becoming aware of a matter that requires disclosure under Chapter 176, whichever is applicable.

Verification under Chapter 2271, Texas Government Code. If required under Chapter 2271 of the Texas Government Code (as amended, “*Chapter 2271*”), Contractor represents and warrants that, at the time of execution and delivery of this Agreement, neither Contractor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of Contractor that exist to make a profit, boycott Israel or will boycott Israel during the term of the Agreement. The foregoing verification is made solely to comply with Chapter 2271, to the extent such Chapter does not contravene applicable Federal law. As used in the foregoing verification, “boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Contractor understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with Contractor.

Verification under Subchapter F, Chapter 2252, Texas Government Code. For purposes of Subchapter F of Chapter 2252 of the Texas Government Code (as amended, “*Subchapter F*”), Contractor represents and warrants that, neither Contractor, nor any wholly owned subsidiary, majority owned subsidiary, parent company, or affiliate of Contractor that exist to make a profit,

are companies identified on a list prepared and maintained by the Texas Comptroller of Public Accounts (the “*Comptroller*”) described within Subchapter F and posted on the Comptroller’s internet website at:

- <https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
- <https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, and
- <https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

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

Verification Under Chapter 2274, Texas Government Code, Relating to Contracts With Companies Boycotting Certain Energy Companies. If required under Chapter 2274 of the Texas Government Code (as amended, “*Chapter 2274*”), Contractor represents and warrants that, at the time of execution and delivery of the Agreement, neither Contractor, nor any wholly or majority-owned subsidiary, parent company, or affiliate of Contractor that exists to make a profit, boycott energy companies or will boycott energy companies during the term of the Agreement. The foregoing verification is made solely to comply with Chapter 2274. As used in the foregoing verification, “boycott energy companies” means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (1) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law or (2) does business with a company described in the preceding section (1).

Verification Under Chapter 2274, Texas Government Code, Relating to Contracts with Companies that Discriminate Against the Firearm and Ammunition Industries. If required under Chapter 2274 of the Texas Government Code (as amended, “*Chapter 2274*”), Contractor represents and warrants that, at the time of execution and delivery of the Agreement, neither Contractor, nor any wholly or majority-owned subsidiary, parent company, or affiliate of Contractor that exists to make a profit, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or will discriminate during the term of the Agreement against a firearm entity or firearm trade association. The foregoing verification is made solely to comply with Chapter 2274. As used in the foregoing verification, the terms “discriminate against a firearm entity”, “firearm entity”, and “firearm trade association” have the meanings ascribed to them in Section 2274.001, Texas Government Code.

IX. INSURANCE AND BOND

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. | Worker’s Compensation/
Employer’s Liability | Statutory amounts
as prescribed by law |
| b. | Commercial General Liability
(occurrence basis) | \$1,000,000 (per occurrence)
\$2,000,000 (aggregate) |

- | | | |
|-----------|--|---|
| | | \$1,000,000 (products / completed operations aggregate) |
| c. | Automobile Liability (occurrence basis), which policy must include liability arising out of operation of owned, hired and non-owned vehicles | \$1,000,000 (combined single limit) |
| d. | Commercial Crime (covering theft of District property by the Contractor's employees) | \$1,000,000 |

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 limitations: CG 22 94 or CG 22 95 (Damage to Work Performed by Subcontracts Exclusion), CG 21 39 (Contractual Limitation Endorsement), CG 24 26 (Amendment of Insured Contract Definition), and CG 21 37 (Employees as Insureds Exclusion).

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

X. INDEMNIFICATION

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. **THE OBLIGATIONS IN THIS PARAGRAPH APPLY WHETHER ALLEGED OR ACTUAL NEGLIGENT ACTS OR OMISSIONS OF THE DISTRICT CAUSED THE LOSS IN WHOLE OR IN PART.** THESE OBLIGATIONS INCLUDE, WITHOUT LIMITATION, CLAIMS BY THE CONTRACTOR'S EMPLOYEES AGAINST THE DISTRICT.

XI. TERM OF AGREEMENT; TERMINATION

The term of this Agreement commences effective October 1, 2023, and continues through September 30, 2024, unless extended or sooner terminated in accordance with the terms and conditions of this Agreement. This Agreement may be terminated by either party for good cause by delivery of at least 30 days' written notice. Drought conditions that impair the District's ability to fill, maintain, and/or operate the Pools will constitute "good cause" for termination of this Agreement. The foregoing notwithstanding, in the event of termination of this Agreement

by the District due to the Contractor's refusal or inability to perform, gross negligence, or fraud in the performance of its duties, or the distressed financial condition of the Contractor, the District may terminate this Agreement by delivery of written notice to the Contractor, and the termination will be effective immediately upon delivery of such notice.

XII. MISCELLANEOUS

The Contractor must provide adequate supervision to assure that all work will be done in accordance with these specifications and generally accepted good pool operation and maintenance standards. The site must be inspected by supervisory administrative personnel at least two times per week during the contract period.

All work outside the express terms of these specifications, except for emergency repairs approved by the General Manager, must have prior written approval by the Board. Charges for extra work, except for emergency repairs approved by the General Manager or work specifically approved by this Agreement, must be submitted to the Board for approval prior to commencement of the work.

This Agreement will be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created under it are performable in Williamson County, Texas.

This Agreement may not be amended to reduce the scope of services without the mutual agreement of the parties.

This Agreement may NOT be assigned by either party without the prior, written approval of the other party. The use of any subcontractor by the Contractor will be subject to the prior written approval of the Board or General Manager, which may be withheld for any reason.

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.

In case any one or more of the provisions contained in this Agreement are for any reason held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability does not affect any other provision and this Agreement will be construed as if the invalid, illegal, or unenforceable provision had never been contained in this Agreement.

If either party defaults in the performance of its obligations hereunder for any reason, the other party will be entitled to pursue all remedies available at law or in equity. In the event of any lawsuit based on this Agreement, the prevailing party will be entitled to recover reasonable attorney's fees and related costs.

The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof.

Wherever appropriate, the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice versa. Both parties have participated in the negotiation and drafting of this Agreement; therefore, in the event of any ambiguity, the provisions of this Agreement will not be construed for or against either party.

This Agreement may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument.

This Agreement, including all exhibits, constitutes the sole agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting its subject matter.

The following exhibits are attached to this Agreement and incorporated herein by reference:

Exhibit "A":	Current Pool Schedule
Exhibit "B":	District Pool Rules and Regulations
Exhibit "C":	District Contractor Code of Conduct
Exhibit "D":	District Code of Ethics, Travel and Professional Services Policy

Executed by the parties on the dates specified below, to be effective _____.

DISTRICT:

**BLOCK HOUSE MUNICIPAL UTILITY
DISTRICT**

By: _____
Ursula Logan, President
Board of Directors

Date: _____

ATTEST:

Robert Young, Secretary
Board of Directors

CONTRACTOR:

PREMIER RECREATION MANAGEMENT SERVICES LLC, a Texas limited liability company

By: _____
Mark Marroquin, Jr., Manager

Date: _____

EXHIBIT "A"

EXHIBIT “B”

POOL RULES AND REGULATIONS

ACCESS POLICY

These rules are applicable to both the Tumlinson and the Apache Pools. Pool hours will be established by the Board of Directors from time to time, and posted at each Pool office, on the District website , kiosk and District Social Media sites

RULES AND REGULATIONS

Tumlinson Pool Phone (512) 259-0341

Apache Pool Phone (512) 260-2699

A. IDENTIFICATION

In order to gain access to the Pools, residents must have a key fob for use at the entrances of the Pool. Residents may register and receive a key fob at the Walker House or by contacting the District’s General Manager.

B. ADULT SUPERVISION POLICY

1. Children who have not reached their tenth birthday must be attended at all times by a parent or approved babysitter over the age of 16. The parent or babysitter must be in the water within an arm’s reach of a non-swimming child.
2. Children between the ages of ten and 13 must pass a swim test before they may attend the Pool without a parent or approved babysitter over the age of 16.
3. Parents must provide written authorization, on the form approved by the District and can be obtained from the District General Manager, naming a specific approved babysitter to attend their children under 13 years of age while at the Pool. A written authorization will not be required for children between the ages of ten and 13 who have passed a swim test as set out in Paragraph 2 above.
4. A non-resident babysitter must present a current form of identification and an executed Application to Use District Recreational Facilities and Release of Liability form, a copy of which may be obtained from the District General Manager (“*Application and Release*”). If the babysitter is under the age of 18, the Application and Release must be signed by their parent or legal guardian.
5. PARENTS ARE RESPONSIBLE FOR THEIR CHILDREN. LIFEGUARDS ARE RESPONSIBLE FOR SAFETY AND EMERGENCY RESPONSE.

C. GUEST POLICY

Guests must be accompanied by a resident registered into the District’s Database System. Each household may have up to five (5) guests per day. Guests will be required to execute an Application and Release. If the guest is under the age of 18, the Application and

Release must be signed by their parent or legal guardian. Guests must register at the time of admission to the Pool.

D. PRIVATE PARTIES

1. The Pools may only be reserved for private parties by residents of the District who are registered and in “good standing” in the District’s Database System. Reservations will be scheduled on a first-come, first-served basis, subject to (a) the availability of lifeguards through the District’s pool management contractor (the “Pool Contractor”); and (b) the terms of these Rules. No private parties may be scheduled on holidays.
2. All private parties will be limited to a maximum of 50 guests. Private parties may be scheduled on a Friday, Saturday or Sunday during the summer swim season only (last day of school to first day of school) between the hours of 8:00 p.m. and 10:00 p.m. All attendees must depart the facility by 10:00 p.m. Any guests who are not registered on the Database System must execute and deliver to the District’s Pool Contractor the District’s Application and Release prior to the date of the event as a condition to admission; if the guest is under the age of 18, the Application and Release must be signed by the guest’s parent or legal guardian.
3. The resident host of any private party must (a) complete, sign and return to the District’s Pool Contractor the Application to Reserve Pool for Private Party, which can be requested from the District General Manager (the “Application to Reserve Pool”) and (b) pay (i) \$100, consisting of a \$50 deposit and a \$50 usage fee, to the District, and (ii) the fee applicable to the usage option selected by the host on the Application to Reserve Pool to the District’s Pool Contractor at least 14 days in advance of the date of the party. Reservations will be subject to availability of lifeguards and the availability of the facility, and will ONLY be confirmed following the receipt of FULL PAYMENT. If a party is cancelled by confirmed notice to the District’s Pool Contractor at least 14 days before the scheduled date, the host will receive a full refund. If a party is cancelled by confirmed notice to the District’s Pool Contractor at least three business days before the scheduled date, the host will receive a refund of the amount paid, less a \$50 service charge which will be deducted from the deposit. Due to the costs incurred by the District in reserving the facility and scheduling lifeguards, no refunds or credits will be given if any event is cancelled less than three business days before the event, regardless of whether the event is cancelled at the request of the host or due to inclement weather.
4. If alcoholic beverages are served, the host of the party will be required to hire the District’s Security Contractor to staff the party at the hourly rate charged under the District’s contract with the Security Contractor. Time will be charged from the time any alcohol is brought onto the premises until the event has ended and all alcohol has been removed from the premises.
5. The resident host will be eligible to receive a refund of his or her \$50 deposit if the Pool facilities are left in a clean and undamaged condition after the private party and all of these Rules are complied with by the host and his or her guests during the event.

E. RULES AND CONDUCT

1. No commercial activity or use.
2. No diving.
3. No hanging on lane dividers.
4. No running.
5. No cutoffs or street clothes. Swimsuits are required. Swim diapers are required
6. No “somersaults”, “back dives”, “preacher seats”, “gainers”, “can openers” or similar type entries from the edge of the Pool.
7. No person except for the lifeguard on the lifeguard stand.
8. No person may talk to, shout at, or in any manner distract a lifeguard on the lifeguard stand, except in the case of an emergency.
9. No rough play, pushing, dunking, splash fights or similar behavior. Such behavior will be dealt with on an individual basis, but could result in permanent exclusion from the use of the Pool.
10. Floating devices may be allowed in the Pool at the lifeguards’ discretion. Water wings and small floats for non-swimming children are allowed at all times. **See Paragraph B above regarding Adult Supervision Policy.**
11. Only small floating toys and balls approved by the Pool manager will be allowed in the Pool.
12. No cocoa butter, baby oil, or heavy suntan oils.
13. No chewing gum while swimming.
14. No swimming with an open sore or communicable disease.
15. One long whistle blast by a lifeguard requires all Pool patrons to immediately leave the Pool.
16. No bicycles, skateboards, skates, or motorized vehicles within the Pool area.
17. No pets.
18. No destructive activities.
19. No horseplay.
20. No disorderly, dangerous, or offensive conduct.
21. No profanity.
22. No glass containers.

23. No alcoholic beverages, unless specifically provided for by the Rules.
24. No smoking.
25. No amplified or live music that (i) creates vibrations apparent by direct means, such as touch or visual observation of moving objects, to a person of normal sensitivities beyond the boundaries of the Pool, or (ii) that is audible outside the boundaries of the Pool will be permitted without Board approval. No music that promotes violence or illegal or abusive behavior.
26. No littering. Trash must be collected and disposed of in the receptacles provided.
27. Individuals who are ill with diarrhea or abdominal cramps, including lifeguards, may not swim in the Pool. Such illnesses must be reported to the Pool manager.
28. The District reserves the right to impose additional restrictions on use as the situation warrants. A violation of the rules applicable to the use of any District facility is grounds for expulsion and exclusion from the District's Parks and recreational facilities.

Conduct by any person deemed to be dangerous, unreasonable, threatening, or offensive to patrons or employees is grounds for imposing a time out or removal from the Pool by the lifeguards. Any individual receiving time out or removal from the Pool repeatedly or for serious infractions will lose all Pool privileges for the remainder of the season and will be barred from special events.

MESSAGE FROM THE BOARD OF DIRECTORS

The Board of Directors hope that you enjoy the District's Pools. Please use them in a safe and considerate manner. If you have any questions, or if the facilities need attention, please call the District's General Manager at (512) 259-0959.

EXHIBIT “C”

[attach copy of Contractor Code of Conduct]

EXHIBIT “D”

[attach copy of Code of Ethics, Travel and Professional Services Policy]

BLOCK HOUSE MUNICIPAL UTILITY DISTRICT
CODE OF ETHICS, TRAVEL, AND PROFESSIONAL SERVICES POLICY

(September 27, 2023)

ARTICLE I

SUBJECT MATTER

This Code of Ethics, Travel, and Professional Services Policy (“*Policy*”) is adopted by the Board of Directors (the “*Board*”) of Block House Municipal Utility District (the “*District*”) under Sections 49.157 and 49.199 of the Texas Water Code and Section 2256.005 of the Texas Government Code. The subject matter of this Policy is addressed by other requirements of Texas law, including those governing public meetings, public records, audits, financial management, disqualifications of Directors, dual office holding limitations, conflicts of interest, self-dealing, and illegal and corrupt practices. This Policy is not intended to supersede or summarize other provisions of applicable law.

ARTICLE II

DEFINITIONS

2.01. Business Entity. “*Business Entity*” means a sole proprietorship, partnership, firm corporation, holding company, joint stock company, receivership, trust or any other entity recognized by law through which business is conducted.

2.02. Commission. “*Commission*” means the Texas Commission on Environmental Quality.

2.03. Developer. “*Developer*” means a developer of property in the District.

2.04. Director. “*Director*” means a person elected or appointed to serve on the Board.

2.05. District Official. “*District Official*” means a Director, Officer, or Employee.

2.06. Emolument. “*Emolument*” means pay or some other benefit, compensation, or thing of value received in exchange for holding an office. For example, free or discounted utility services or a fee of office for meeting attendance could constitute an emolument.

2.07. Employee. “*Employee*” means any person or Business Entity working for or on behalf of the District.

2.08. Investment Officer. “*Investment Officer*” means a person appointed by the Board to handle District investments.

2.09. Officer. “*Officer*” means an elected or appointed officer of the District, including an Investment Officer, who exercises responsibilities beyond those that are advisory in nature.

2.10. Professional Services Procurement Act. “*Professional Services Procurement Act*” means Subchapter A, Chapter 2254, Texas Government Code, as amended from time to time.

2.11. Public Funds Investment Act. “Public Funds Investment Act” means Chapter 2256, Texas Government Code, as amended from time to time.

2.12. Public Funds Collateral Act. “Public Funds Collateral Act” means Chapter 2257, Texas Government Code, as amended from time to time.

2.13. Substantial Interest. “Substantial Interest” has the same meaning as set forth in Chapter 171, Texas Local Government Code, as amended from time to time. Under Chapter 171, Texas Local Government Code:

A. A person has a Substantial Interest in a Business Entity if the person: (i) owns 10% or more of the voting stock or shares of a Business Entity; (ii) owns either 10% or more or \$15,000 or more of the fair market value of a Business Entity; or (iii) has received funds from the Business Entity that constitute more than 10% of the person’s gross income for the previous year.

B. A person has a Substantial Interest in real property if the person has an equitable or legal ownership interest in the property that has a fair market value of \$2,500 or more.

C. A person also has a Substantial Interest in a Business Entity or real property if he or she is related in the first degree by consanguinity (blood) or the first degree by affinity (marriage), as determined under Chapter 573, Texas Government Code, to a person who has a Substantial Interest in a Business Entity or in real property under Subsections A or B of this Section.

ARTICLE III

CODE OF ETHICS

3.01. Statement of Policy; Purposes of Policy. This Policy has been adopted to establish guidelines for high ethical standards in official conduct by Directors and Officers, and to provide guidance to Directors and Officers in order to instill a high level of public confidence in their professionalism, integrity and commitment to the public interest. Further, this Policy will serve as a basis for disciplining those who refuse to abide by its terms.

3.02. Standards of Conduct.

A. All Directors and Officers must conduct themselves, both inside and outside District service, so as to give no occasion for mistrust of their integrity, impartiality, or devotion to the best interests of the District.

B. All District Officials must conduct themselves with decorum, both at public meetings and in other settings in which he or she may be viewed by the public as acting in an official capacity. All District Officials must treat each other, and any member of the public appearing at any meeting of the Board, with proper courtesy and respect.

C. No District Official may disclose any confidential information, including information gained during any executive session of the Board, without prior written authorization of the Board.

D. No District Official may engage in any conduct prejudicial to the District or that reflects discredit upon the Board.

E. All District Officials must use care when taking any public position on any issue pertaining to the business of the District to distinguish between their individual opinions and the official position of the Board or the District.

F. All Directors must consistently attend all meetings of the Board, including all regularly scheduled work sessions. If a Director fails to attend one-half of the regular meetings of the Board scheduled within a 12-month period, the Director may be removed from the Board by the unanimous vote of the other Directors.

H. The Board shall conduct a minimum two-hour ethics training per year.

3.03. Conflicts of Interest.

A. All Directors and Officers are subject to Chapter 171, Texas Local Government Code, relating to the regulation of conflicts of interest.

B. The District may not transact any business with a Business Entity or involving real property in which a Director or Officer has any interest, whether direct or indirect, without prior approval of the Board, after disclosure by the interested Director or Officer and discussion at a posted Board meeting. If a Director or Officer has a Substantial Interest, the Director or Officer must also file an affidavit disclosing the nature and extent of the interest before any action is taken on the matter in accordance with Chapter 171, Texas Local Government Code.

C. A Director may not participate in discussion or action on a matter involving a Business Entity or real property in which the Director has a Substantial Interest if the Board's action will, or it is reasonably foreseeable to, have a special economic effect on the Business Entity or value of the real estate that is distinguishable from the effect on the public, unless a majority of the Board is likewise disqualified and has filed affidavits disclosing similar interests in the same matter.

D. A Director may not participate in a discussion or action on a matter involving a Business Entity or real property in a manner that will, or is reasonably foreseeable to, have a special economic effect on the Director, such as a matter involving a current or prospective District contractor or subcontractor with whom the Director does, or has done, business, without prior approval of the Board, after disclosure by the Director.

E. A Director or Officer may not act as a surety for a Business Entity that has work, business, or a contract with the District or act as a surety on any official bond required of a District Official.

F. No Director or Officer may represent, directly or indirectly, himself or any private person, Business Entity, group or interest, other than the District, before the Board, except in matters of purely public concern, when doing so without compensation or remuneration.

G. The Board may not appoint or confirm the appointment to any position, or award any contract to, a person related to a member of the Board within the second degree by affinity (marriage) or within the third degree by consanguinity (blood) when the salary or other compensation is paid, directly or indirectly, from District funds, except as provided by Chapter 573, Texas Government Code.

H. Each District Official must file a conflict of interest disclosure statement or conflict of interest questionnaire, as applicable, when required to do so by Chapter 176, Texas Local Government Code.

I. As provided in Section 171.009, Texas Local Government Code, a Director may serve as a member of the board of directors of a private, nonprofit corporation or other non-profit entity if he or she receives no compensation or other remuneration from the nonprofit corporation or other nonprofit entity.

3.04. Disqualification of Directors. As provided in Section 49.052, Texas Water Code, a Director is disqualified from serving as a member of the Board if he or she:

A. is related within the third degree of affinity or consanguinity to a Developer, any other Director, or the manager, engineer, attorney, or other person providing professional services to the District;

B. is an employee of a Developer or any Director, manager, engineer, attorney, or other person providing professional services to the District or a Developer in connection with the District or property located in the District;

C. is a Developer;

D. is serving as an attorney, consultant, engineer, manager, architect, or in some other professional capacity for the District or a Developer in connection with the District or property located in the District;

E. is a party to a contract with or along with the District, except for the purchase of public services furnished by the District to the public generally;

F. is a party to a contract with or along with a Developer relating to the District or to property within the District, other than a contract limited solely to the purpose of purchasing or conveying real property in the District for the purpose of either establishing a permanent residence, establishing a commercial business within the District, or qualifying as a Director; or

G. during his or her term of office, fails to maintain the qualifications required by law to serve as a Director.

3.05. Dual Office Holding Limitations.

A. Constitutional Limitations. Except as permitted by Article XVI, Section 40 of the Texas Constitution, no Director may hold or exercise at the same time, more than one civil office of Emolument.

B. Common-Law Incompatibility. No Director may hold another public office in violation of the common-law doctrine of incompatibility that applies to holding two incompatible positions and prohibits a person from holding certain public offices at the same time because of practical conflicts of interest that might arise, including service as a director of two governmental authorities with overlapping taxing jurisdictions.

ARTICLE IV

TRAVEL EXPENDITURES AND FEES OF OFFICE

4.01. Fees of Office. A director may receive fees of office in an amount equal to the amount of the per diem set from time to time by the Texas Ethics Commission for members of the legislature under Section 24a, Article III of the Texas Constitution for each day the Director actually spends performing duties as a Director. Total fees of office payable to any Director may not exceed the sum of \$7,200 per District fiscal year. This maximum will be determined based on the date the fee of office is earned and not on the date of payment. No Director may receive fees of office if the Director owes any sum of money to the District. Fees of office will be paid only for called meetings of the Board or, upon prior approval of the Board, for subcommittee meetings, approved conferences, or other special projects requested by the Board. In this section, “performing the duties of a Director” means substantive performance of the management or business of the District, including participation in Board and committee meetings and other activities involving the substantive deliberation of District business and in pertinent educational programs. The phrase does not include routine or ministerial activities such as the execution of documents, self-preparation for meetings, or other activities requiring a minimal amount of time.

4.02. Reimbursement of Expenses. Reimbursement for travel expenditures and other expenses incurred by a Director on behalf of the District is subject to approval by the Board.

4.03. Verification. In order to receive fees of office and to receive reimbursement for expenses, each Director must present a verified statement of attendance to the Board indicating the date(s) spent performing the duties of a Director and a general description of the duties performed on each such date, together with all supporting receipts and invoices.

4.04. Conference and Seminar Policy. Directors may attend conferences and meetings at the District’s expense only if deemed appropriate by the Board. Each Director will report to the Board on all seminars and conferences attended at the next regular meeting of the Board following the seminar or conference. This report may be oral or written, as determined by the Director. Unless otherwise approved by the Board, each Director attending a conference or meeting must attend all blocks of educational sessions in order to qualify for reimbursement. Subject to prior Board approval and compliance with the other requirements of this Policy, each Director who attends a conference, business meeting, or seminar related to the District business may be reimbursed for travel, lodging, and meal expenses associated with that attendance, as follows:

A. Travel Expenses. Transportation costs, including but not limited to airfare, car rental, taxi fare, and parking incurred while on official District business, will be reimbursed based upon the costs actually incurred by the Director; however, reimbursement for transportation on a common carrier will be limited to tourist/coach rates. Mileage reimbursement for transportation by personal automobile will conform to Internal Revenue Service regulations.

B. Lodging Expenses. Lodging expenses will be reimbursed based upon costs actually incurred by the Director and will not exceed the amount of lodging expense determined to be reasonable and necessary.

C. Meal Expenses. Meal expenses will be limited to the amount determined to be reasonable and necessary.

D. Excluded Expenses. The cost of alcoholic beverages, hotel movies, gifts, laundry and dry cleaning, entertainment, family attending with the Director, personal telephone

calls and all other expenses that are of a personal nature or are not reasonable or necessary to District business will not be paid or reimbursed by the District.

ARTICLE V

PROFESSIONAL SERVICES; BONDS

5.01. Selection. Consultants and Employees retained to provide professional services to the District, including, but not limited to, legal, engineering, management, accounting and tax collection services, will be selected based upon their demonstrated competence and qualifications to perform the services for a fair and reasonable price, and by majority vote of the Board. In selecting attorneys, engineers, auditors, financial advisors or other professional consultants, the District will follow the procedures required by the Professional Services Procurement Act.

5.02. Interested Parties. If required to do so by Section 2252.908, Texas Government Code, attorneys, engineers, auditors, financial advisors, or other professional consultants entering into a contract, renewal, amendment, or extension of a contract with the District will (i) complete a Certificate of Interested Parties ("Form 1295") and electronically file it with the Texas Ethics Commission (the "TEC"); and (ii) submit to the District the signed and notarized Form 1295 including the certification of filing number of the Form 1295 with the TEC, at the time the executed contract is submitted to the District. Any contract that requires a Form 1295 will not be effective until the requirements listed above are satisfied and any award of a contract by the District is expressly made contingent upon compliance with such requirements.

5.03. Bond or Insurance. In order to protect the District against loss of District funds, the District will, in accordance with Section 49.057(e), Texas Water Code, require any Employee who routinely collects, pays, or handles District funds to either (i) provide the District with a bond payable to the District in an amount determined by the Board to be sufficient to safeguard the District; or (ii) obtain and thereafter maintain a policy or policies of insurance, the coverage of which, in the Board's determination, adequately protects the interests of the District.

5.04. Review. The performance of all Employees providing professional services to the District will be regularly monitored and reviewed by the Board. An Employee's performance may be formally reviewed and evaluated by the Board at any time, upon the request of any Director.

ARTICLE VI

BOARD MEETING PROCEDURES

6.01. Regular Meetings. Regular meetings of the Board will be held on the fourth Wednesday of each month, beginning at 6:30 p.m., unless another date and time are approved by the Board. In order to avoid overly long Board meetings which tend to be inefficient and which also result in increased fees being paid to the District's consultants, regular Board meetings will be adjourned at 10:30 p.m. and all agenda items which have not been considered ("Pending Items") will be continued until the next Board meeting, unless a motion to continue the regular meeting beyond 10:30 p.m. is adopted by affirmative vote of a majority of the Board members.

6.02. Unfinished Business. Any Pending Items from a regular Board meeting will be continued to either (i) a special called meeting scheduled by motion adopted by affirmative vote of a majority of the Board members or (ii) the next regular meeting of the Board.

6.03 Parliamentary Procedure. In order to foster an environment of efficient, productive, and comprehensive policy consideration and decision making, Robert's Rules of Order will be utilized to govern parliamentary procedure during Board meetings.

ARTICLE VII

COMPLAINTS AND PROCEDURES FOR VIOLATIONS

7.01. Complaints. All complaints or allegations of violations of this Policy must be made in writing, sworn to before a notary public and filed with the District's attorney. A complaint must describe in detail the act that is complained of, and the specific sections of this Policy alleged to have been violated. A general complaint, lacking detail, will not be sufficient to invoke the procedures in this section, and anonymous complaints will not be considered.

7.02. Initial Determination. Within five business days of receipt of a complaint, the District's attorney will determine if the facts of the complaint, if true, would constitute a violation of this Policy. If the District's attorney determines that the complaint does not contain facts that constitute a violation, the District's attorney will so advise the Board at its next regular meeting.

7.03. Report to the Board. If the District's attorney determines that the complaint contains facts that, if true, would constitute a violation, the District's attorney will present a report to the Board. A majority of the Directors not implicated by the complaint will determine whether the complaint should be considered or rejected.

7.04. Consideration by the Board. To consider a complaint, the Board may convene in executive session as permitted by the Texas Open Meetings Act. The Board member implicated by the complaint will have the right to a full and complete hearing, with the right to call witnesses and present evidence. Any final action, decision, or vote will be made in open meeting.

7.05. Discipline. The failure of a Director to comply with the provisions of this Policy will constitute grounds for (i) a reprimand by the other Directors, (ii) removal of the Director from one or more subcommittees of the Board, (iii) required ethics training as approved by the Board, and/or (iv) other measures as determined by the Board.

[Signature Page Follows]

ADOPTED this 27th day of September, 2023.

**BLOCK HOUSE MUNICIPAL UTILITY
DISTRICT**

By: _____
Ursula Logan, President
Board of Directors

ATTEST:

Robert Young, Secretary
Board of Directors

POLICY REGARDING INTERACTION BETWEEN BOARD MEMBERS (ELECTED OFFICIALS)
AND DISTRICT CONTRACTORS

The Board of Directors (the “Board”) of Block House Municipal Utility District (the “District”) has adopted the following Vision and Mission Statement:

Vision: To promote the District as an excellent community in which to live by providing superior and reliable services and programs which contribute to maintaining property values and the quality of life for all residents while being fiscally responsible spending tax dollars.

Mission Statement: The District works in a cost-effective and efficient manner to support the vision by monitoring, tracking and ensuring quality of life in the District. Quality of life has been defined as a safe water supply, well-maintained amenities, recreational opportunities, general safety, and stable and appreciating proper values.

The District contractors make it possible for the District to achieve its Vision and Mission Statement. The Board desires to adopt a policy regarding the interaction between the Board and the Contractors that will facilitate the highest level of efficiency and effectiveness; reduce confusion regarding the nature, scope, and priority of District projects and directives; foster the confidence and trust of the District’s Contractors in management and the Board; and promote the integrity of the Board as an institution. Accordingly, Board members and the Contractors will adhere at all times to the following standards:

1. Board members and Contractors will conduct themselves with decorum and will treat each other with proper courtesy and respect at all times.
2. No individual Board member may direct District Contractors in the performance of duties unless specifically authorized by the Board or a Committee and in coordination with the District General Manager.
3. No individual Board member may countermand an action or directive of the full Board, a Committee, or the District General Manager.
4. An individual Board member who desires District staff to address or attend to a particular matters should refer the matter to the District General Manager, who will be responsible for determining in their reasonable discretion if the matter is routine or non-routine. If the matter is of a routine nature, the District General Manager will prioritize the referral based on the nature of the issue (e.g., emergency), the status of current and pending projects, and staffing assignments. If the District General Manager determines that the matter is of a non-routine nature, then the District General Manager will refer the matter to the Board for consideration.
5. Except when otherwise appropriate, in the context of a Committee or District project or event, District Contractors should not contact individual Board members regarding District business. Contractors may contact a Board subcommittee. An individual Board member who is contacted by District contractors in violation of this standard should (a) immediately refer the staff member to the District General Manager; (b) not engage in further discussions with the contractor regarding the matter in questions; and (c) promptly notify the District General Manager about the contact.

Additional consideration:

ANY BOARD MEMBER WHO VIOLATES THE PROVISION OF THIS POLICY WILL BE SUBJECT TO REPRIMAND UNDER THE DISTRICT'S CODE OF ETHICS. ANY CONTRACTOR WHO VIOLATES THIS POLICY WILL BEL SUBJECT TO DISCIPLINE PER.....(?)

Block House Municipal Utility District Policy Manual Administration

Policy Title: Policy Regarding Interaction Between Board Members and District Contractors

Policy Number:

Revision Number:

Effective Date of this Version: TBD

Original Effective Date: TBD

Policy Description: The District's guidance and governance for interaction between district staff and contractors

Authority to Amend this Written Policy: The Block House MUD Board of Directors

Authority to Waive this Policy: None

Policy Review Cycle: 3 years from effective date of this version

Docket Responsibility for Review Cycle: The District's General Manager and attorney

SUBCOMMITTEE POLICIES

Subcommittee assignments - Each director will select committee assignment based on Officer rank in the following order: President, Vice President, Secretary, Treasurer, and then Assistant Secretary. In the second round, the Treasurer is automatically assigned to the Finance committee. Then a second, third, etc. round will continue in the same order until all committee slots and alternates have been assigned. Once all the slots have been assigned, amendments to the committee assignments can be offered and debated. Then the Board will vote to ratify the assignments.

Committees will be comprised of two Board Members with a third Board Member designated as an alternate.

In connection with their assigned responsibilities, the committees will carry out directives of the Board and exercise such authority as may, from time to time, be specially delegated by the Board. Otherwise, committee will not be authorized to take or approve any actions on behalf of the Board, approve expenditures of the district's funds, direct District staff or consultants, or participate in that day to day operations or management of the District, oversight responsibility for which will be retained by the full Board and the District Manager. In the event that a question regarding a committee's authority or a directive to a committee arises, the District Manager or the committee chairperson will request the Board to clarify the issue at the next Board meeting.

In accordance with Section 49.064 of the Code, a committee meeting at which s less than a quorum of the Board is present is not subject to the provision of the Texas Open Meetings Act, Chapter 551, Texas Government Code however, written notes summarizing each committee meeting will be prepared, included in the committee's next report to the Board, and made available for public inspection and copying on request. Each committee will decide whether, and the manner in which, to give notice of the committee's meetings on a meeting-by-meeting basis, it being recognized and understood that not all committee meetings will be open to the public.

Generally, committee meetings will be attended by the District Manager, or other appropriate department manager, and a District staff person designated by the District Manager who will take notes of the committee meeting. The staff person who takes the notes of the committee meetings will email a draft of the meeting notes to the committee members who attended the meeting for review and approval as soon as practicable after the committee meeting. Committee notes will not be posted separately on the District's website.

All committee members will use best efforts to copy the other committee members(s), the District Manager, and other appropriate District staff on all correspondence regarding committee business and give the other committee member, the District Manager, and other appropriate District staff a reasonable opportunity to participate in all meetings or communications regarding committee business that take place between a committee member and any District consultant or employee.

No person may act unilaterally on behalf of the committee without the consent of the committee.

Block House Municipal Utility District Policy Manual Administration

Policy Title: Policy and Procedure on Subcommittees

Policy Number:

Revision Number:

Effective Date of this Version: TBD

Original Effective Date: TBD

Policy Description: The District's guidance and governance for forming and authority assigned to subcommittees.

Authority to Amend this Written Policy: The Block House MUD Board of Directors

Authority to Waive this Policy: None

Policy Review Cycle: 3 years from effective date of this version

Docket Responsibility for Review Cycle: The District's General Manager and district attorney.

BLOCK HOUSE MUNICIPAL UTILITY DISTRICT

BOARD OF DIRECTOR DIRECTIVES

(From August 23, 2023 Meeting)

Directors:

1. All Directors are to review the Policy Regarding Interaction Between Board Members (Elected Officials) and District Staff and the Subcommittee Policies and provide comments to Mr. Abbott, as desired.

BLOCK HOUSE MUNICIPAL UTILITY DISTRICT

**CONTRACTS AND
PROFESSIONAL SERVICES AGREEMENTS**

CONTRACT / AGREEMENT	CONTRACTOR	EFFECTIVE DATE	EXPIRATION DATE
Water Supply Contract	City of Cedar Park	March 10, 1995	March 10, 2035
Interlocal Agreement for Plumbing Inspections...	City of Cedar Park	March 14, 2022	March 14, 2027
Wholesale Wastewater Service Contract	City of Cedar Park	September 25, 2002	September 25, 2032
Fire Protection Agreement	City of Cedar Park	_____, 2023	September 30, 2028
Agreement with Leander ISD Regarding Use of Apache Pool	Leander ISD	June 1, 2022	May 31, 2025
Pool Use Agreement	Block House Creek Swim Team	July 15, 2023	July 15, 2026
Pool Services Agreement	Premier Recreation Management Services, LLC	June 30, 2023	September 30, 2023
Amended and Restated General Management Services Agreement	Crossroads Utility Services, LLC	August 1, 2023	September 30, 2024
Operations Services Agreement	Crossroads Utility Services, LLC	October 1, 2021	September 30, 2023
Landscape Maintenance Agreement	Priority Landscapes, LLC	November 1, 2022	October 31, 2023
Amended and Restated Agreement for Bookkeeping Services	Municipal Accounts & Consulting, L.P.	November 1, 2021	October 31, 2024
Amended and Restated Solid Waste Collection and Disposal Services Agreement Amendment No. 1... Amendment No. 2... Amendment No. 3...	Texas Disposal Systems, Inc.	June 1, 2018 June 1, 2020 March 1, 2022 October 1, 2022	September 30, 2030
Restrictive Covenant Enforcement Services Agreement	Community Association Management, Inc.	February 1, 2021	September 30, 2023
Managed Information Technology Services and Support Agreement	Contigo Technology, LLC	September 1, 2022	September 30, 2023
Jan-Pro Service Agreement	Jan-Pro Cleaning Services	May 1, 2022	April 30, 2024
Towing and Property Sign Agreement	Excellence in Towing, Inc. dba Triton Towing	January 27, 2021	January 26, 2023 - then automatic renewal for two years
Joint Use Agreement for Community Electronic Sign	BHC Owners Association, Inc.	December 1, 2018	November 30, 2021
Standard Agreement with Local Governmental Entity Regarding Off-Duty Contracting of County Sheriff Deputies Deputy Agreements	Williamson County Sheriff's Office Williamson County Sheriff's Office	October 1, 2021 October 1, 2022	September 30, 2022 – three automatic one year renewals – will expire September 30, 2025 Continues in effect until terminated
Engineering Services Agreement	Gray Engineering, Inc. (formerly Gray-Jansing & Associates, Inc.)	November 20, 1991	none
Engagement Letter for Bond Counsel	McCall, Parkhurst & Horton, L.L.P.	February 8, 2012	none
Legal Services Agreement	Armbrust & Brown, PLLC	May 1, 1997	none
Financial Advisory Contract	Public Finance Group LLC	March 26, 2014	none
Tax Collection Agreement	Williamson County	May 24, 2000	none