

Cash Flow Report - Checking Account

Block House MUD - GOF



Number	Name	Memo	Amount	Balance
Balance as of 10/26/2023				\$4,757.79
Receipts				
	No Receipts Activity		0.00	
Total Receipts				\$0.00
Disbursements				
21976	First Citizens Visa	Credit Card Statement	(599.01)	
Total Disbursements				(\$599.01)
Balance as of 10/26/2023				\$4,158.78



2600 S Block House Drive
Leander, TX 78641

To: Block House MUD
From: Lisa Torres
Subject: Finance Meeting
Date: 10.23.23

Attendees: Taylor Kolmodin, Lisa Torres, Amy Earls, Director Logan and Director Johnson

Director Logan -

- When we get Agenda inquiries from residents, prefer for those to go through the GM to assist with budgetary costs for the MUD
- MUD must communicate well with residents so they don't have to contact our attorney.
- Should we send bulk emails to all residents letting them know there is a board meeting and attach the agenda?
- Director Johnson suggests we FIRST send one email blast asking if they want to be included in the email blasts regarding the board meetings/agenda.
- Maybe make this a survey question - Do you want to be on the email list for Board Meeting Agendas?
- A resident wanted to know where to find the Agenda and Packet.
- Prefer for residents to not contact Contractors of the district; this will help with budgetary cost.
- We are asking for all of our contractors, when approached by residents, that they direct them to the GM.
- Possibly have Amy create a social media blast regarding residents not contacting contractors but instead contacting the GM.
- Taylor will pull the resolution for the tex-pool account that was put in place in 2017, the special projects account.
- Lisa would like to know if these funds can be used for need other repairs needed in the district such as fencing.
- Taylor said yes, it is unrestricted, money can be used anywhere; but will confirm with the resolution.
- Lisa thinks this would help to move to fence repair costs; let's place on November Agneda coming up to see where to allocate that money.
- With Taylor being remote, will GM now sign checks?
- Taylor is working with Sean now on that. They think she will still sign them electronically, but if we need to, she can send them to Walker House, and Lisa will sign them. She will get back to us on Wednesday regarding that decision.



2600 S Block House Drive
Leander, TX 78641

To: Block House MUD
From: Lisa Torres
Subject: Meeting w/Wico Sheriffs
Date: 10.18.23

Attendees: Lisa Torres, Amy Earls, Director Logan, Director Young, Deputy Lovato, and Chief James David

- **Board Meeting expectations**

When and Who attends

- For one Deputy to attend monthly Board Meetings and present reports right after citizen communication. They don't have to stay for the entire meeting.
- One Deputy is needed, not two.

Annual Review

- Block House MUD annually reviews all contracts. These must happen even more now as the MUD has three new board members who must understand all contracts.

What should be covered with the subcommittee before the board meeting

- Any prior emails or discussions that the deputies and GM had regarding concerns, thoughts, and ideas in the district that can be handled at the Subcommittee level. If it needs to be taken to the entire board, it can, but it needs to be addressed during the subcommittee first.

September Monthly meeting concerns

- Director Young apologized for speaking and assured Deputy Lovato it was not his intent to speak badly or upset him. He suggested that we talk about issues/concerns during a subcommittee meeting, not during a full board meeting that is live for residents.
- Deputy Lovato stated that Director Young lied to him, and the conversation lied about it on the body cam.
- Director Logan stated that when the Deputy and Director were getting into it a bit at the meeting, she should have called an executive session or done more to control the behavior and will do so moving forward.

- **Subcommittee expectations**

Monthly meetings

- In the past, the MUD has had monthly meetings (Sub Committee Meetings) with the Deputy in charge to ensure good communication and district needs are met. The MUD would like for this to start happening again. Chief David said this certainly can occur, and we need to check scheduling with the Deputy in charge. He has a backup if he cannot come. (Billy Boggs)

Open and constructive feedback

- The MUD wants a solid and positive relationship with the contracted deputies.

Working with the GM

- If deputies have any concerns, they may bring them to the attention of the GM, and she will handle them. If board members have concerns/issues, the same policy stands: they should not give the Deputies any direction.

- **Day-to-day patrol expectations**

- Director Young wanted to know why the deputies stayed parked in one spot so long.
- Deputy Lovato stated that he checks the Deputy's daily logs, and if the miles driven aren't adding up to the hours they worked, he lets them know that they need to be going around the district and getting out at each park doing walk-throughs.

Duties with working with MUD

How many deputies are on duty at one time

How many hours are targeted each day, week, and month

- 183 hours a month
- Should come close to fulfilling 2100 hours by the end of the year
- 4-6 hours per shift

Aware of the MUD budget?

Gates

- Deputies to lock gates at 10, not earlier (this was discussed at the March Board Meeting)
- Director Young would like to see this task removed from the Deputies; however, the entire board would have to agree on that notion.

Parks

Priorities

Engagement with Directors

- Directors are not to give direction to Deputies. All concerns from both sides need to be brought to the attention of the GM.

- **Engagement with the Community (Partnership with Wilco and the MUD residents, not just the board)**

Town Hall

- Chief David said they could do a once-a-year Town Hall.; Speak and pass out informative items.

Meet our Deputies events throughout the year (have a Wilco table at OA events)

Block Watch

Have a Wilco table at the night disc event at the end of Oct

Wilco

Staffing coverage, the current status of Wilco in the County

- **Final Thoughts**

How can we create an open and trusting environment between Board and Deputies?

Asks of Wilco

- Director Young asks in the daily reports how many unmarked police vehicles made traffic stops.
- Chief David stated that there might be unmarked vehicles, but if a stop needs to be made nine times out of 10, they call another marked vehicle with lights and handle the violation.
- Director Logan wants to ensure we have more communication and understanding to move forward positively.
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Asks of MUD

- Chief David – We don't enforce house rules, lock gates, or on; you all have a contract with the MUD deputies between the MUD and the contract sheriff in charge. We enforce and patrol for any criminal activity for the Wilco Sherriff office. The contract was reviewed; if the MUD isn't happy with the performance, the deputies have much work they can do other than patrolling Block House.
- Director Logan – The MUD and all board members want and need you all there to patrol.

LANDSCAPE MAINTENANCE AGREEMENT

This Landscape Maintenance Agreement ("Contract") is entered into effective as of November 1, ~~2022~~2023, between Priority Landscapes, LLC, a Texas limited liability company ("Contractor" or "Priority"), and Block House Municipal Utility District, a political subdivision of the State of Texas operating under Chapters 49 and 54, Texas Water Code ("District"), in order to set forth the landscape maintenance services to be provided by the Contractor, the compensation to be paid by the District for such services, and other terms and conditions mutually agreed upon by the parties relating to such services.

ARTICLE I BASIC SERVICES

A. Generally.

1. The Contractor will provide the regular maintenance services ("Basic Services") described in this Article I and the specifications attached as Exhibit "A" ("Specifications") with respect to the areas within the District listed in the Specifications and color-coded on the map of the District attached as Exhibit "B" ("Landscaped Areas"). The Contractor will perform the Basic Services in accordance with the schedule attached as Exhibit "C" ("Production Schedule") and any ancillary services in accordance with the attached as Exhibit "E" ("Ancillary Services") as approved by the District's general manager ("General Manager").

2. The Contractor will maintain the Landscaped Areas in a neat, orderly, clean, healthy, and manicured condition consistent with the requirements of the Specifications. The Contractor will perform all work necessary to fulfill the intent of this Contract.

3. All work by the Contractor under this Contract must be performed in a professional manner, with noise kept to a minimum and work staged from a location which does not interfere with traffic.

4. The Contractor will meet all applicable guidelines with respect to water restrictions, including the District's drought contingency and water conservation plan, as amended from time to time. The Contractor will not be held responsible for plant loss due to compliance with water use restrictions, but will utilize all available resources to prevent plant loss. When applicable, the Contractor will submit documentation requesting a variance from the water restrictions to the General Manager.

5. As part of the Basic Services, the Contractor will remove all trash and litter from the Landscaped Areas and all debris resulting from any landscape maintenance work performed by the Contractor.

6. A responsible qualified account manager of the Contractor must consistently oversee the work performed by the Contractor at all times. The Contractor will keep the Landscaped Areas in a manicured condition at all times.

7. The Contractor must respond within two hours of receiving emergency or complaint calls regarding landscape conditions requiring immediate attention.

B. Meetings and Reports.

1. The Contractor will submit monthly written landscape maintenance reports with photographs, which reports will include a completed Production Schedule, irrigation system

report, new plantings tracking spreadsheet, and 30/60/90 day report, to the District's Amenities Subcommittee, attorney, and General Manager at least seven days prior to each regular meeting of the Board of Directors of the District (the "Board"). Upon completion of any irrigation system repair, information on the cost of the repair and make, model, and cost of repair parts used will be entered into the monthly irrigation system report that will be presented to the Board.

2. A responsible qualified account manager of the Contractor ("Contractor's Representative") will attend all regular monthly Board meetings, and will attend other Board meetings or subcommittee meetings upon request.

3. The Contractor's Representative will meet once per month with the Amenities Subcommittee at a time and place specified by the Amenities Subcommittee.

C. Annual Budget Forecast. The Contractor will provide the General Manager with a written budget for the next fiscal year's park and landscape maintenance services on or before June 1 of each year. This budget will include recommendations for improvements or changes to existing maintenance costs and practices.

D. Plant Materials. All plant materials, including trees (collectively, the "Plant Materials"), provided by the Contractor must be #1 quality in size, health, and appearance as defined by the American Nurserymen's Standards. Plant Materials must be dense and uniform in appearance and free from insects and disease. Any Plant Materials that die within four weeks of planting will be replaced by the Contractor free of charge.

E. Application of Chemicals.

1. The Contractor will apply chemicals only under the supervision of a Texas Department of Agriculture certified pesticide applicator or by a Texas Department of Agriculture technician holding a current license in lawn, garden, and weed control. Chemicals will be used only when necessary and the least toxic chemicals that will do the job will always be used. Restricted-use pesticides must not be used under any circumstance.

2. The Contractor will apply pesticides and fertilizers strictly in accordance with the manufacturer's written directions. ORGANIC METHODS OF WEED AND PEST CONTROL ARE PREFERRED.

F. Replacement of Dead or Missing Plant Materials; Sufficient Watering.

1. The Contractor must notify the Board of any dead or missing Plant Materials. The notice will be accompanied by a written estimate of the cost of replacement, unless the Plant Materials are to be replaced free of charge as provided in this Section or in Sections D and H of this Article I. All dead Plant Materials must be immediately removed by the Contractor. The Contractor will water the Landscaped Areas as needed to prevent the premature death of flowers and plants and to promote healthy deep-rooted plant growth, without causing excessive runoff. The Contractor must replant any flowers that die due to the Contractor's improper or inadequate care at no additional cost to the District.

2. The Contractor will maintain an inventory log of replaced Plant Materials, including the plant types and date of replacement, to provide the Board with an overview of what is being replaced and the frequency of replacement.

G. Equipment. The Contractor must maintain the Contractor's equipment in excellent operating condition at all times. All OSHA safety devices must be in place and in operating

condition. Gas cans must be OSHA-approved safety cans. Trucks, tractors, mowers, trimmers, blowers, and other equipment must not leak oil or fuel.

H. Repairs. The Contractor will repair immediately, at no cost to the District, any damage caused by the Contractor or its landscape maintenance crews to any District property including, but not limited to, the lighting fixtures in the entryway of the District and the District's irrigation system ("*Irrigation System*"). Any damage to Plant Materials, the Irrigation System, or site structures due to the Contractor's negligence will be replaced at no expense to the District. The Contractor must immediately notify the General Manager of any damage and the date of repair or replacement. If the Contractor fails to complete any required repairs or replacements within five business days, the District may make the repairs or replacements that are needed and deduct the cost from the Contractor's compensation under this Contract.

I. Irrigation System Controller Inventory. The Contractor will provide the District with a written inventory identifying all District irrigation system controllers by location, make and serial number. Within 15 days of the Contractor's replacement of any irrigation system controller during the term of this Contract, the Contractor will provide an updated inventory that reflects the location, make, and serial number of the controller which has been replaced.

J. Irrigation System Inspection and Monitoring. The Contractor will conduct regular monthly irrigation system inspections, in accordance with the schedule reflected on **Exhibit "C"**, including monitoring for leaks and damage, and will regularly check all sprinkler heads to assure effective coverage and avoid overspraying of streets, sidewalks, and fences.

K. Included Tree Care Services. During each twelve month period covered by this Contract (a "*Contract Year*"), the Contractor will provide tree care services including Class 2 pruning of at least 25% of the trees in the District's parks, greenbelts, [disc golf course](#), and licensed right-of-way areas; and additional tree care services as directed by the Amenities Subcommittee or General Manager ("*Tree Services*") up to a total value of ~~\$31,360~~ [64,960](#) ("*Tree Cap*"). In connection with the Tree Services, materials will be provided at Contractor's actual cost plus ~~15%~~ and labor [undertaken by Certified Arbor](#) will be provided at ~~\$80~~ [100 per hour and billed through Priority; Tree Services provided directly by Priority will be provided \\$89](#) per hour. The Contractor will provide a proposal with pricing for all Trees Services and no Tree Services will be performed until approved in writing by the Amenities Subcommittee or General Manager. If a proposal for contracted Tree Services exceeds \$25,000, the Contractor will provide the Amenities Subcommittee and General Manager with at least two [additional](#) bids for the work. The Contractor will keep detailed records of all Tree Services performed and will provide the Board with a detail of such services, together with a ledger sheet which reflects the value and cost of each Tree Service performed and the remaining balance of the Tree Cap, with the Contractor's monthly landscape maintenance report. If the total Tree Services in any Contract Year exceed the Tree Cap, then those additional services will be subject to an additional charge and prior Board approval as provided in [Article IV](#).

L. Proposals/Warranty Language. All proposals or work orders submitted to the District will include the following language:

1. For projects less than \$10,000, invoicing will be issued upon completion of the project described above.
2. This proposal is subject to withdrawal without notice by Priority if not accepted by the Customer within 30 days. If 30 days have passed please contact us, and upon validation of labor and material costs, a new bid will be submitted.

3. This proposal will become binding once written approval has been received and any application progress payments (see below).
4. Priority Landscaping is responsible for General Liability and Workers Compensation for ourselves and all subcontractors used in conjunction with this project.
5. All plant materials are guaranteed against defects for a period of 180 days from the date of installation if Priority maintains the site. Warranty will be 30 days if Priority is not doing the maintenance. Priority will not be responsible for damage to its work by other parties (excluding representatives of Priority, i.e., subcontractors, employees, agents, or consultants). Priority will make any repairs to work damaged by Priority or its employees, representatives, subcontractors, and consultants, at Priority's sole cost.

M. Disc Golf Course Maintenance. The Contractor will undertake maintenance of the Jumano Disc Golf Course (the "Course") over the course of the Term with six visits to the Course. The six visits will be considered part of the Basic Services provided to the District pursuant to this Agreement. The Contractor will maintain the Course in a neat, orderly, clean, healthy, and manicured condition that promotes the most efficient and competitive use of the Course. Additionally, the Contractor agrees to inspect the Course during each visit and report any issues and/or problems to the Board. Contractor will be given discretion on the scheduling of the six maintenance visits. However, Contractor will prioritize maintenance of the Course at the request and direction of the Board.

N. Luther Chance Field Maintenance. The Contractor will undertake regular maintenance of Luther Chance Field, twice a week November through Feb and three times a week March through October. Such maintenance will be part of the Basic Services included in the Contract and will be paid to Contractor as Base Compensation.

O. Trail/Firebreak Clearing. The Contractor will undertake 700 hours of trail and firebreak clearing work throughout the District. Proposed work areas will be approved by the Amenities Subcommittee and the General Manager of the District prior to any work being undertaken. Such maintenance, including any required equipment and disposal, will be part of the Basic Services included in the Contract and will be paid to Contractor as Base Compensation.

P. ~~N.-Other.~~ All work performed by Contractor around pedestrian areas must be performed with minimal interruption to people and with extreme care.

ARTICLE II INCLUSIVE IRRIGATION SYSTEM REPAIR

The Contractor will provide all-inclusive irrigation repair services to the District under this Contract. Such services will include lateral line repair, sprinkler head repair and/or replacement, valve replacement, and main line repair for lines up to two inches in diameter. All repairs will be performed in a timely manner in order to minimize lost or wasted water. In consideration of this all-inclusive service, the District will pay the Contractor the total sum of ~~\$22,200~~23,304 per Contract Year ("Total Irrigation Repair Payment") in monthly installments of ~~\$1,850~~1,942 per month. The ~~\$1,850~~1,942 monthly installment is included in the Base Compensation defined in Article III.A. The Total Irrigation Repair Payment will cover and include all irrigation system repairs up to ~~\$22,200~~23,304 during the Contract Year ("Irrigation Cap") based on labor cost of ~~\$85~~89 per hour and the Contractor's actual cost of materials, without surcharge or sales tax. If the total irrigation system repairs for a Contract Year exceed

the Irrigation Cap, then those additional repairs will be subject to an additional charge and Board approval, as provided in Article IV. The Contractor will keep detailed records of all irrigation system repairs made and will provide the Board with repair documentation together with a ledger sheet which reflects the Total Irrigation Repair Payment, the cost of each repair made, and the remaining balance of the Total Irrigation Repair Payment with the Contractor's monthly landscape maintenance report. For irrigation system damage caused by a third party or acts beyond the control of the Contractor or District, the Contractor will provide detailed invoicing to enable the District to seek recovery of the cost from the third party or the District's insurer, if applicable.

ARTICLE III COMPENSATION

A. Base Compensation. In consideration of the Contractor's performance of the Basic Services described in Article I, the District will pay the Contractor the sum of ~~\$26,433.66~~39,583.33 per month ("Base Compensation") during the Contract Year. The Base Compensation includes the ~~\$1,850~~1,942 monthly payment for irrigation repair described in Article II.

B. Invoicing and Payment. All invoices for services must be submitted to the District by the 10th day of each month. The District will pay each monthly invoice within ten days of the date of the regular monthly Board meeting at which the invoice is approved; 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.

C. Contingency-Stage 4 Water Use Restrictions. In the event the City of Cedar Park imposes "Stage 4" water use restrictions, the District and the Contractor agree that the Production Schedule will be modified to the non-growing season service schedule, with service visits limited to once every two weeks, and Contractor's compensation will be reduced by the sum of \$2,221 for each omitted regularly scheduled service visit. For purposes of clarification, if Stage 4 is imposed in March, the Contractor will reduce its service visits from four to two, and the District's invoice for March services will be reduced from \$27,750 per month to \$25,529 per month.

ARTICLE IV OPTIONAL SERVICES AND COMPENSATION

The following services will be provided by the Contractor on an as-needed basis, subject to prior authorization by the Board or the General Manager, for the compensation specified below:

A. Additional Irrigation System Repairs. Repairs to the Irrigation System, for repairs of damage and wear and tear not caused by the Contractor and repairs not included in the all-inclusive irrigation repair services described in Article II, will be performed at a cost of ~~\$85~~89 per hour plus the Contractor's actual cost of materials, without surcharge or sales tax.

B. Additional Drainageway Debris Removal. At the request and approval of the Board, the Contractor will undertake additional removal of vegetation and debris from the "Areas of Interest" identified on Exhibit "F". The Board and Contractor will agree on the specific scope of work prior to the undertaking of such work, which will be performed at a cost of ~~\$85~~89 per hour plus the Contractor's actual cost of materials, without surcharge or sales tax.

C. Commodity Pricing. The District understands that fluctuations in commodity pricing—including the costs of gasoline, diesel, fertilizer, irrigations supplies, and mulch—can

increase the Contractor's cost of the provision of Basic Services under the Contract. If Contractor's costs of an individual commodity increases by more than 20% for more than a 30-day period during the term of the Contract, calculated utilizing generally acceptable average costs and/or modeling for each individual commodity, the Board will, in good faith, consider a payment to Contractor to offset such increased commodity costs, as presented by the Contractor, on a monthly basis.

ARTICLE V INSURANCE AND INDEMNIFICATION

A. Insurance. Upon the full execution of this Contract and prior to providing any services hereunder, 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:

1.	Workers Compensation/ Employer's Liability	Statutory amounts as prescribed by law
2.	Commercial General Liability (occurrence basis), which policy must be on a current edition of ISO form CG 00 01 12 07 or equivalent, must not include an endorsement excluding the sole negligence of the District from the definition of "insured contract", but must include coverage for products/completed operations in the amount of:	\$1,000,000 (per occurrence) \$2,000,000 (aggregate)
3.	Vehicle Liability (occurrence basis), which policy must include liability arising out of operation of owned, hired, and non-owned vehicles	\$1,000,000 (each accident)
4.	Excess/Umbrella Liability (above the actual amounts carried by the Contractor for the policies described in (1) (with respect to Employer's Liability), (2), and (3) above)	\$4,000,000 (per occurrence)
5.	Other	As required by the Texas Department of Agriculture

Policy endorsements and certificates of insurance, naming the District as an additional insured under all insurance policies other than the Workers Compensation policy, must be furnished to the District contemporaneously with the Contractor's execution of this Contract and, thereafter, promptly upon annual renewal and/or the District's request. Each policy of insurance must provide, in the body of the policy or in an endorsement, that the District will be notified in writing (i) at least 30 days prior to any cancellation/termination (other than for non-payment of premium), change, or non-renewal; and (ii) at least ten days prior to any cancellation/termination for non-payment of premium. Each policy must be maintained in force throughout the term of this Contract, must be written by insurance companies that are authorized to sell insurance where work is being performed and have an A.M. Best's rating of **B++ VII** or better, and must provide that they are primary and noncontributory over any insurance that may be carried by the District.

None of the requirements of this Contract with regard to insurance will limit, qualify, or quantify the obligations and liabilities of the Contractor under this Contract or with respect to the services provided by the Contractor under this Contract.

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

ARTICLE VI INDEPENDENT CONTRACTOR

A. Independent Contractor. The District and the Contractor agree that the Contractor is being retained as an independent contractor and not as an employee. The Contractor agrees 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.

B. Compliance with Applicable Laws. The Contractor will comply with all applicable federal, state, county, and local laws, ordinances, rules, and regulations in performing all services under this Contract.

ARTICLE VII MISCELLANEOUS

A. Term. This Contract will commence as of November 1, 2023, and remain in effect through October 31, 2024 ("Term"). The District may terminate this Contract at any time without cause by giving 30 days' notice of termination to the Contractor, or may terminate this Contract for cause at any time without notice. Drought conditions and/or water use restrictions that affect the District's ability to irrigate the Landscaped Areas will constitute cause for purposes of the District's termination of this Agreement. The Contractor may terminate this Contract at any time by giving 60 days' notice to the District. In the event of early termination of this Contract, the District will compensate the Contractor pursuant to this Contract up to the date of termination (prorated for less than a full month, if necessary) and will pay any unpaid expenses due to the Contractor pursuant to this Contract, and the Contractor will refund the District any advance payments made by the District for any unfulfilled services.

B. Annual Performance Review. The District will have the right to review the Contractor's performance under this Contract at least annually during the Term. Following each performance review, the District and the Contractor may agree to amend or extend this Contract, or the District may notify the Contractor of any performance deficiencies which must be addressed to avoid termination of this Contract prior to the expiration of the Term.

C. Assignment. This Contract may not be assigned by either party without the prior written consent of the other party.

D. Applicable Law. This Contract will be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

E. Interested Parties. The 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. The 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 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 the Contractor executes and submits this Contract to the District. Form 1295 is available at the TEC's website: <https://www.ethics.state.tx.us/filinginfo/1295/>. This Contract is not effective until the requirements listed above are satisfied and any award of the Contract by the District is expressly made contingent upon the Contractor's compliance with such requirements. **The signed Form 1295 may be submitted to the District in an electronic format.**

F. Conflicts of Interest. The 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. The 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 Contract to the District or within seven days of becoming aware of a matter that requires disclosure under Chapter 176, whichever is applicable.

G. Verification Under Chapter 2271, Texas Government Code. If required under Chapter 2271 of the Texas Government Code (as amended, "Chapter 2271"), the Contractor represents and warrants that, at the time of execution and delivery of this Contract, neither the Contractor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the 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. The Contractor understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Contractor.

H. 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"), the Contractor represents and warrants that, neither the Contractor, nor any wholly owned subsidiary, majority owned subsidiary, parent company, or affiliate of the 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. The Contractor understands “affiliate” to mean any entity that controls, is controlled by, or is under common control with the Contractor.

I. 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*”), the Contractor represents and warrants that, at the time of execution and delivery of the Contract, neither the Contractor, nor any wholly or majority-owned subsidiary, parent company, or affiliate of the Contractor 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).

J. 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, the Contractor represents and warrants that, at the time of execution and delivery of the Contract, neither the Contractor, nor any wholly or majority-owned subsidiary, parent company, or affiliate of the 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 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 of the Texas Government Code.

K. Binding Effect. This Contract will be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Contract.

L. Partial Invalidity. If any of the provisions of this Contract are held to be invalid, illegal, or unenforceable, that invalidity, illegality, or unenforceability will not affect any other provisions and this contract will be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

M. Sole Agreement. This Contract constitutes the sole agreement of the parties and supersedes and replaces any prior understanding or written or oral agreements between the parties, including the Landscape Maintenance Agreement dated effective as of November 1, 2021, and will be effective as of November 1, 2022.

N. Addresses for Notice. Notice deposited in the United States mail will be effective on the date of actual receipt or three days after the date of deposit in the mail. Notice given by hand delivery will be effective upon delivery. Notice given in any other manner will be effective only if and when received. The following addresses will be used to give notice to the parties:

District: Block House Municipal Utility District
P. O. Box 129

Leander, Texas 78646

With Copy To: Sean Abbott
Armbrust & Brown, PLLC
100 Congress Avenue, Suite 1300
Austin, Texas 78701
Telephone: (512) 435-2300
Facsimile: (512) 435-2360

Contractor: Priority Landscapes, LLC
2405 Gardenia Drive
Austin, Texas 78727
Attn: Rodger Hamby
Telephone: (512) 818-9868
Additional Telephone: (512) 436-0664

Mailing Address:
PO Box 896
Hutto, Texas 78634

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

P. Exhibits. The following exhibits are attached to this Contract and incorporated herein by reference:

- Exhibit "A" - Specifications
- Exhibit "B" - District Map
- Exhibit "C" - Production Schedule
- Exhibit "D" - Depiction of Nature Trail in Tumlinson Park
- Exhibit "E" - Ancillary Services
- Exhibit "F" - Map of Areas of Interest for Drainageway Debris Removal

- signature pages follow -

EXECUTED on the date or dates indicated below, to be effective November 1,
~~2022~~2023.

**BLOCK HOUSE MUNICIPAL UTILITY
DISTRICT**

By: _____
~~Cecilia Roberts~~Ursula Logan, President
Board of Directors

Date: _____

ATTEST:

~~Byron Koenig~~Robert Young, Secretary
Board of Directors

PRIORITY LANDSCAPES, LLC,
a Texas limited liability company

By: _____
Rodger Hamby

Title: _____

Date: _____

EXHIBIT "A"

**BLOCK HOUSE MUNICIPAL UTILITY DISTRICT
LANDSCAPE MAINTENANCE SPECIFICATIONS**

LEVEL 1 – MAP REFERENCE – GREEN – (Primary Areas)

Areas: Tumlinson Park
including Luther Chance Field
Apache Park
Tonkawa Park
Comanche Park
Bike Trail, including Block House Bridge Native Area
Entrys - Block House Creek subdivision entry and Scottsdale Drive entry (from
183A to McDowell Bend), including all right of ways to the fence line and
2 mowing passes past. All medians within the entry area.
ROW - Block House Drive, Creek Run Drive, and Meritage Blvd. at the rear of
809, 810, 811 and 812 La Crema Court, including all medians therein.
The Tumlinson Fort Drive Island.
15191 Creek Run Drive (Lot 14A, Block A, Block House Creek, Phase E, Section 501)
3200 Block House Drive (across from Apache Park) (Lot 17, Block J, The Vineyard at
Block House Creek, Section 1)
_____ Block House Drive (Lot 1, Block B, The Vineyard at Block House Creek, Section 1)
Jumano Park
16404 Spotted Eagle Drive (Lot 16, Block C, Block House Creek, Phase D, Section 607)
15353 English River Loop (Lot 44, Block B, Block House Creek, Phase E, Section 612)
15355 English River Loop (Lot 45, Block B, Block House Creek, Phase E, Section 612)
2525 Claudia Drive (Lot 22, Block E, Block House Creek, Phase C, Section 1)
2612 Hutton Lane (Lot 41, Block E, Block House Creek, Phase C, Section 1)
_____ Hutton Lane (Lot 51, Block E, Block House Creek, Phase C, Section 2)
1415 Catalina Drive (Lot 13, Block A, Block House Creek, Phase D, Section 1)
_____ Rossport Bend (Lot 38, Block A, Block House Creek, Phase D, Section 2)
_____ Dillion Lake Bend (Lot 4, Block F, Block House Creek, Phase D, Section 2)
1110 Port Daniel Drive (Lot 49, Block B, Block House Creek, Phase F, Section 1)
1225 Pine Portage Loop (Lot 89, Block B, Block House Creek, Phase F, Section 2)
_____ Spumanti Lane (Lot 63, Block A, Block House Creek, Phase G)
2706 Spy Cove (Lot 6, Block A, Block House Creek Models)
11117 Chardonnay Crossing (Lot 9, Block D, The Vineyard at Block House Creek, Section 2)
1316 Chardonnay Crossing (Lot 43, Block A, Block House Creek, Phase G)
1315 Chardonnay Crossing (Lot 18, Block D, Block House Creek, Phase G)
1201 Chardonnay Crossing (Lot 10, Block D, Block House Creek, Phase G)
Water tank area in Tumlinson Park – inside the fence
Dayna Cove Drainage and Access Easements – behind houses located on Lots 5,
6, and 7, Block B, Block House Creek Phase Z
Path from Spumanti Lane to Lambrusco Lane

Services:

Turf

- a. 43 mows per year, weekly March through October and two (2) times per month November through February
- b. All primary areas are to be mowed on two (2) specified days of the week, Contractor will notify District of the designated service days
- c. District requires that Contractor use organic herbicides and/or pesticides as much as possible; non-organic products may be used only if an organic product is not available or cannot produce the desired results
- d. Mow, edge, trim, and blow all turf areas; clippings and debris cannot be blown into street or storm drains
- e. Maintain bottom of fence lines free of grass, weeds, and vines
- f. Apply pre-emergent herbicide two (2) times per year
- g. Fertilize all turf with ½ lb. N/1,000 sq. ft. three (3) times per year
- h. Control treatment of all common pests and disease in the turf
- i. Spot treat ant mounds weekly in all primary landscape areas

Beds, Shrubs, and Groundcover

- a. Prune shrubs and groundcover to maintain a neat manicured appearance
- b. Cut back perennials, ornamental grasses, and groundcover as needed
- c. Prune perennials by half one (1) time per year to shape
- d. Cut pampas grass back every three (3) years
- e. Keep all bed areas weed-free
- f. Fertilize beds and groundcover with ½ lb. N/1,000 sq. ft. generally in March, June, and October
- g. Apply pre-emergent herbicide to all beds and groundcover two (2) times per year
- h. Scalp all groundcover one (1) time per year in late winter
- i. Control treatment of common pests and disease in beds, shrubs, groundcover

Trees

- a. Remove all sucker growth on crape myrtles on each visit
- b. Keep all trees overhanging sidewalks and trails pruned to an 8' canopy in landscaped areas except large oak branches as in Tumlinson Park
- c. Fertilize all trees with ½ lb. N/1,000 sq. ft. three (3) times per year
- d. Control treatment of all common pests and disease in installed landscape trees
- e. Remove from site all fallen limbs with a caliper of 1" or less
- f. All mulched tree wells are to remain weed-free
- g. Remove fallen leaves; mulching permitted

- h. [Add mulch over tree roots.](#)

Flower Beds (9 on site)

- a. Annual flower beds shall be cleared and planted in a single visit three (3) times per year with the formula use of 4" pots on 8" centers using top quality materials
- b. Flower beds shall be lightly mulched at the time of planting
- c. Flower beds shall remain weed-free at all times
- d. Flower beds shall be planted with a slow release super bloom fertilizer
- e. Flower beds shall be deadheaded or pruned each visit to promote blooms
- f. Foliar feed plant material as needed
- g. Control treatment of all common pests and disease in beds

Hardwood Mulch

- a. Apply a 2" layer of shredded hardwood mulch in all beds and tree rings two (2) times per year

Hardscapes

- a. Control all growth of weeds in expansion joints, parking lots, curb lines and sidewalks, and on the hike and bike trails to include decomposed granite paths and pads
- b. Remove landscape clippings and debris from site
- c. Remove trash in landscape areas including beds and trails prior to mowing
- d. Blow leaves, clippings, and debris from all cement walkways
- e. Smooth and level all hike and bike trails, including decomposed granite paths and pads, two (2) times per month, without adding granite
- f. Top and level areas of hike and bike trails as needed with up to 10 yards of decomposed granite per year
- g. Trim decomposed granite paths in Tumlinson Park, Comanche Park and Tonkawa Park with sod-cutter as needed, up to four (4) times per year.
- h. Blow debris from pavilion and pergola in Tumlinson Park; treat for ants as needed
- i. Hand-pull weeds in playscape areas; do not treat with chemicals
- j. Rake fill material in playscape areas to level on each visit
- k. Maintain the volleyball court weed-free

Pest Problems

- a. Apply ant control treatment application throughout parks (Fipronil 0.0143G Broadcast) annually to all primary landscape areas.

Irrigation

- a. The irrigation system (including heads, valves, and all irrigation controllers) shall receive a monthly irrigation check with a written report delivered to the General Manager 7 days before the regular Board meeting each month
- b. All valve box covers shall be visible and replaced if missing/broken
- c. Controllers not in use in the winter shall be reduced to minimal watering
- d. Irrigation breaks caused by the Contractor shall be repaired by the Contractor at no cost to the District

Nature Trail in Tumlinson Park

- a. Shall receive 2 fresh inches of native mulch one (1) time per year, in spring
- b. Prune canopy and sides of trail one (1) time per month

Christmas Tree Recycling

- a. The Contractor shall provide District residents with a Christmas tree recycling program each year to include chipping and shredding and/or haul off trees.

Luther Chance Field

- a. Aerate turf in one direction six (6) times per year, (once per month February through July), changing the direction each month
- b. Fertilize turf with ½ lb. N/1,000 sq. ft. using 15-5-5, six (6) times per year, monthly February through July
- c. Top dress grass/turf area with ½ dillo dirt, ½ compost at ¼" depth three (3) times per year
- d. Drag infield to level two (2) times each month from February through November
- e. Keep edge of turf/infield flat (no lip build up) and maintain infield weed-free
- f. Remove trash and litter, and blow landscape debris from overlook deck behind field
- g. Keep fence and fence line free of weeds and vines

Exceptions: Contractor will not mow or maintain:

- a. North and West sides of PEC building (PEC maintains the gravel areas)
- b. Trash cans in parks and common areas

LEVEL 2 – MAP REFERENCE – BLUE

Areas: Armstrong Channel
South Walker Channel
Vineyard 3 Channel - 1200 Chardonnay Crossing (Lot 13, Block A, Block House Creek, Phase G)
Former Wastewater Treatment Plant Area / Jumano Park – inside the fence
Susan Lane Channel – from the back of the fence behind the residences to the bottom (but not including the bottom) of the channel
Apache Park Channel – from the back of the fence behind the residences to the bottom (but not including the bottom) of the channel for a distance of 50' from roadway
Vineyard Easement – behind the houses located on Lots 3-12, Block B, The Vineyard at Block House Creek, Section One and Lot 1, Block C, The Vineyard at Block House Creek, Section Three

Services:

- a. 16 Mows per year, 2 times per month March through October
- b. Level 2 areas do not have to be done the same day Level 1 is done
- c. Mow, edge, trim, and blow; clippings and debris cannot be blown into creek, street or storm drains
- d. All litter shall be removed prior to mowing

Exceptions: Contractor will not mow, maintain, or remove trash:

- a. Wet bottom areas of the Channel

LEVEL 3 - MAP REFERENCE - PINK

Areas: Pine Portage Loop Greenbelt Area – behind the houses located on Lots 73-79, Block B, Block House Creek, Phase F, Section Two Lots 60-66, Block B, Block House Creek, Phase F, Section One – meadow area only
Spotted Eagle and Hutton Lane Greenbelt and Drainage Area – behind the houses located on Block C, Block House Section 607, Lots 40 and 42-49, Block E, Phase C, Section One, and Lots 50 and 52-64, Block E, Phase C, Section Two (Lots 41 and 51 are in Level 1 service)
ROW of access drive into Jumano Community Center / Community Garden
Chardonnay Crossing easement – behind the houses located on Lots 44, 54-56 and 61-64, Block House Creek, Block A, Phase G

Services: 8 mows per year, one (1) time per month March through October
Remove litter from area
Mow as much as possible, string trim the rest to water line
Clear fence lines

Exceptions: Contractor will not mow, maintain, or remove trash:

- a. Wet bottom areas of the creek or channels

LEVEL 4 – MAP REFERENCE – YELLOW

Areas: Block House Drive East Bridge and Native Area

Services: 4 mows per year April, June, September, December
Remove litter from area
Mow as much as possible, string trim the rest to water line
Clear fence lines

Exceptions: Contractor will not mow, maintain, or remove trash:

- a. Wet bottom areas

EXHIBIT "B"

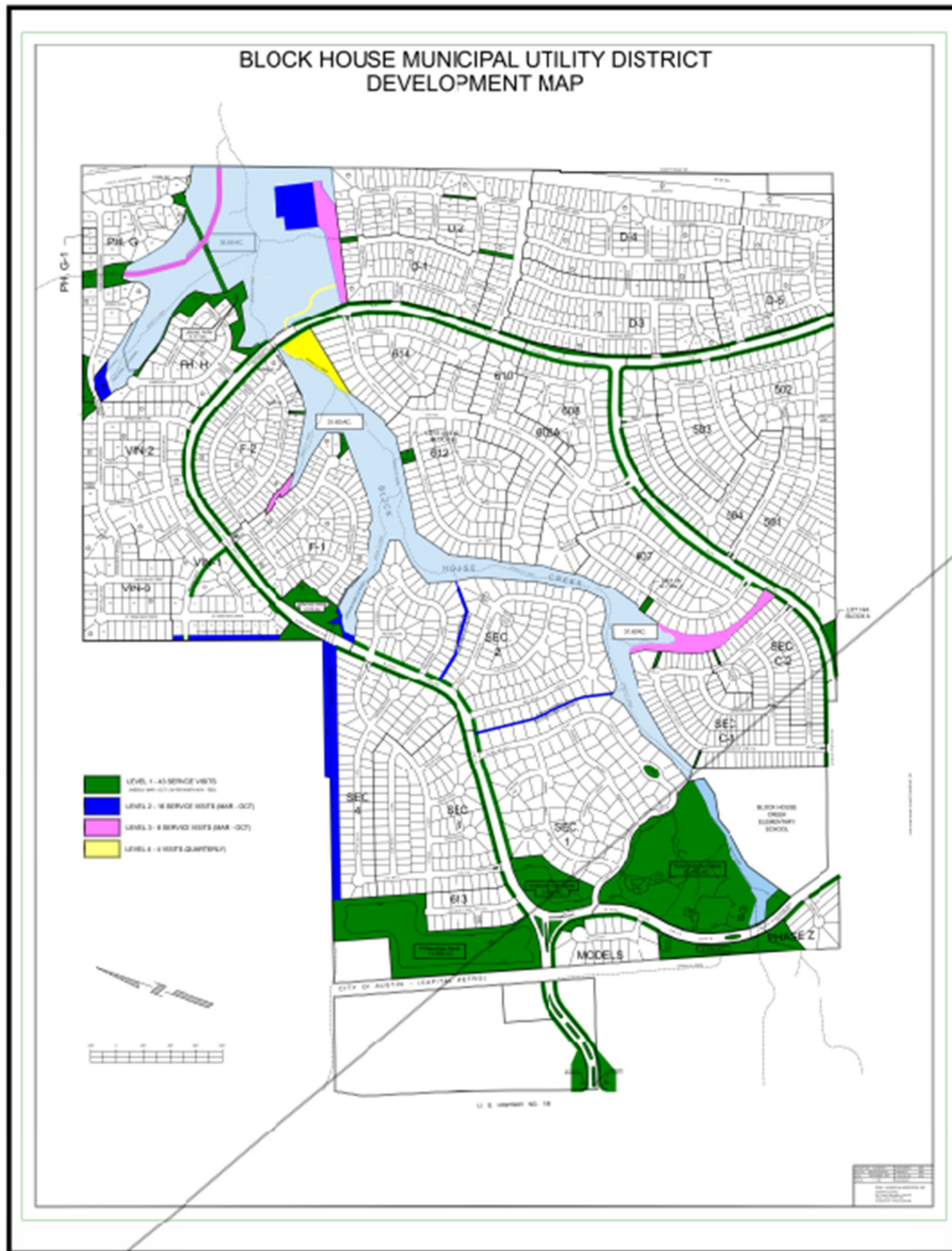


EXHIBIT "C"



BLOCK HOUSE MUD SERVICE SCHEDULE - Green Section

Block House MUD Maintenance Schedule	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL
<u>Turf</u>													
Mow/edge/trim/detail	2	2	5	4	5	4	4	4	5	4	2	2	43
Fertilize			1			1				1			3
Apply pre-emergent herbicide		1						1					2
Apply post-emergent herbicide			1					1					2
Apply fungicide/insecticide	*	*	*	*	*	*	*	*	*	*	*	*	As Needed
<u>Beds/Shrubs</u>													
Shape (except spring flowering)	*	*	*	*	*	*	*	*	*	*	*	*	As Needed
Prune	*	*	*	*	*	*	*	*	*	*	*	*	As Needed
Cut back ornamental grasses/perennials		1											1
Weed	*	*	*	*	*	*	*	*	*	*	*	*	As Needed
Fertilize			1			1				1			3
Apply fungicide/insecticide	*	*	*	*	*	*	*	*	*	*	*	*	As Needed
Apply pre-emergent herbicide		1						1					2
<u>Groundcover</u>													
Scalp		1											1
Weed	*	*	*	*	*	*	*	*	*	*	*	*	As Needed
Prune	*	*	*	*	*	*	*	*	*	*	*	*	As Needed
Fertilize			1			1				1			3
<u>Trees</u>													
8' Canopy over sidewalk and trails in landscape areas	2	2	4	4	5	4	5	4	4	5	2	2	43
Remove sucker growth	2	2	4	4	5	4	5	4	4	5	2	2	43
Fertilize			1			1				1			3
Remove fallen leaves	*	*	*	*	*	*	*	*	*	*	*	*	As Needed
Apply fungicide/insecticide	*	*	*	*	*	*	*	*	*	*	*	*	As Needed
Remove weeds in tree wells	2	2	4	4	5	4	5	4	4	5	2	2	43
Remove fallen limbs greater than 1"	2	2	4	4	5	4	5	4	4	5	2	2	43
<u>Flower Beds</u>													
Install seasonal color			1			1				1			3
Deadhead/Prune	2	2	4	4	5	4	5	4	4	5	2	2	43
Mulch (per flower type)			1			1				1			3
Apply fungicide/insecticide	*	*	*	*	*	*	*	*	*	*	*	*	As Needed
Weed	2	2	4	4	5	4	5	4	4	5	2	2	43
Foliar feed	*	*	*	*	*	*	*	*	*	*	*	*	As Needed
Fertilize with high phosphorus fertilizer			1			1				1			3

EXHIBIT "C"



BLOCK HOUSE MUD SERVICE SCHEDULE - Green Section

Block House MUD Maintenance Schedule	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL
Mulch-Hardwood													
Existing tree wells @ 2"		1						1					2
Beds @ 2"		1						1					2
Hardscapes													
Remove landscape clippings	2	2	4	4	5	4	5	4	4	5	2	2	43
Remove trash in landscape	2	2	4	4	5	4	5	4	4	5	2	2	43
Blow all walkways	2	2	4	4	5	4	5	4	4	5	2	2	43
Check & repair hike & bike	2	2	2	2	2	2	2	2	2	2	2	2	24
Top & level hike & bike in need		1					1						2
Spray granite paths/pads	*	*	*	*	*	*	*	*	*	*	*	*	As Needed
Treat ants, weeds & blow debris	2	2	4	4	5	4	5	4	4	5	2	2	43
Remove weeds in playscapes	2	2	4	4	5	4	5	4	4	5	2	2	43
Remove weeds in volleyball court	2	2	4	4	5	4	5	4	4	5	2	2	43
Weeds in curbs/Walks/Parking Lots	2	2	4	4	5	4	5	4	4	5	2	2	43
Rake fill material in playscape areas to level	2	2	4	4	5	4	5	4	4	5	2	2	43
Pest & Disease Control													
Fire ant bait application (Fipronil)			1						1				2
Ant mound treatments	2	2	4	4	5	4	5	4	4	5	2	2	43
Irrigation													
Check irrigation system	1	1	1	1	1	1	1	1	1	1	1	1	12
Replace broken/missing valve covers	*	*	*	*	*	*	*	*	*	*	*	*	As Needed
Seasonal Irrigation Adjustments	*	*	*	*	*	*	*	*	*	*	*	*	As Needed
Nature Trail													
Mulch - native mulch 2"	1												1
Prune canopy and sides of trail up to 6'	1	1	1	1	1	1	1	1	1	1	1	1	12
Reports/ Attend													
Monthly and irrigation reports	1	1	1	1	1	1	1	1	1	1	1	1	12
Attend monthly Board Meeting	1	1	1	1	1	1	1	1	1	1	1	1	12
Attend monthly sub-committee meeting	1	1	1	1	1	1	1	1	1	1	1	1	12
Provide budget projection						1							1
Christmas Tree Recycle													
2 week program	1												1

EXHIBIT “C”



BLOCK HOUSE MUD SERVICE SCHEDULE - Green Section

Block House MUD Maintenance Schedule	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL
<u>Luther Chance Field</u>													
Aerate turf in one direction		1	1	1	1	1	1						6
Fertilization 1/2 lb N 15-5-5		1	1	1	1	1	1						6
Top-dress Dillo/Compost 1/2"		1			1		1						3
Rake infield skin		2	2	2	2	2	2	2	2	2	2		20
Keep skin edge flat/Weed free	2	2	4	4	5	4	5	4	4	5	2	2	43
Mow turf	2	2	4	4	5	4	5	4	4	5	2	2	43
Remove trash and litter, and blow from overlook deck		2	2	2	2	2	2	2	2	2	2		20
Keep fence and fence line free of weeds and vines		2	2	2	2	2	2	2	2	2	2		20
<i>* - Check during each scheduled maintenance service visit</i>													

EXHIBIT "C"



BLOCK HOUSE MUD SERVICE SCHEDULE- Blue Section

Block House MUD Maintenance Schedule	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL
Turf													
Mow/edge/trim			2	2	2	2	2	2	2	2			16
Remove litter prior to mowing			2	2	2	2	2	2	2	2			16
Exception -Wet bottom areas	Contractor will not mow, maintain, or remove trash												
<i>* - Check during each scheduled maintenance service visit</i>													

BLOCK HOUSE MUD SERVICE SCHEDULE - Pink Section

Block House MUD Maintenance Schedule	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL
Turf													
Mow/edge/trim			1	1	1	1	1	1	1	1			8
Remove litter prior to mowing			1	1	1	1	1	1	1	1			8
Mow as much as possible, string trim to water line			1	1	1	1	1	1	1	1			8
Clear fence lines			1	1	1	1	1	1	1	1			8
Exception -Wet bottom areas	Contractor will not mow, maintain, or remove trash												
<i>* - Check during each scheduled maintenance service visit</i>													

BLOCK HOUSE MUD SERVICE SCHEDULE - Yellow Section

Block House MUD Maintenance Schedule	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL
Turf													
Mow/edge/string trim up to fence line				1		1			1			1	4
Remove litter prior to mowing				1		1			1			1	4
Clear fence line				1		1			1			1	4
Exception -Wet bottom areas	Contractor will not mow, maintain, or remove trash												
<i>* - Check during each scheduled maintenance service visit</i>													

EXHIBIT “C”

EXHIBIT "D"

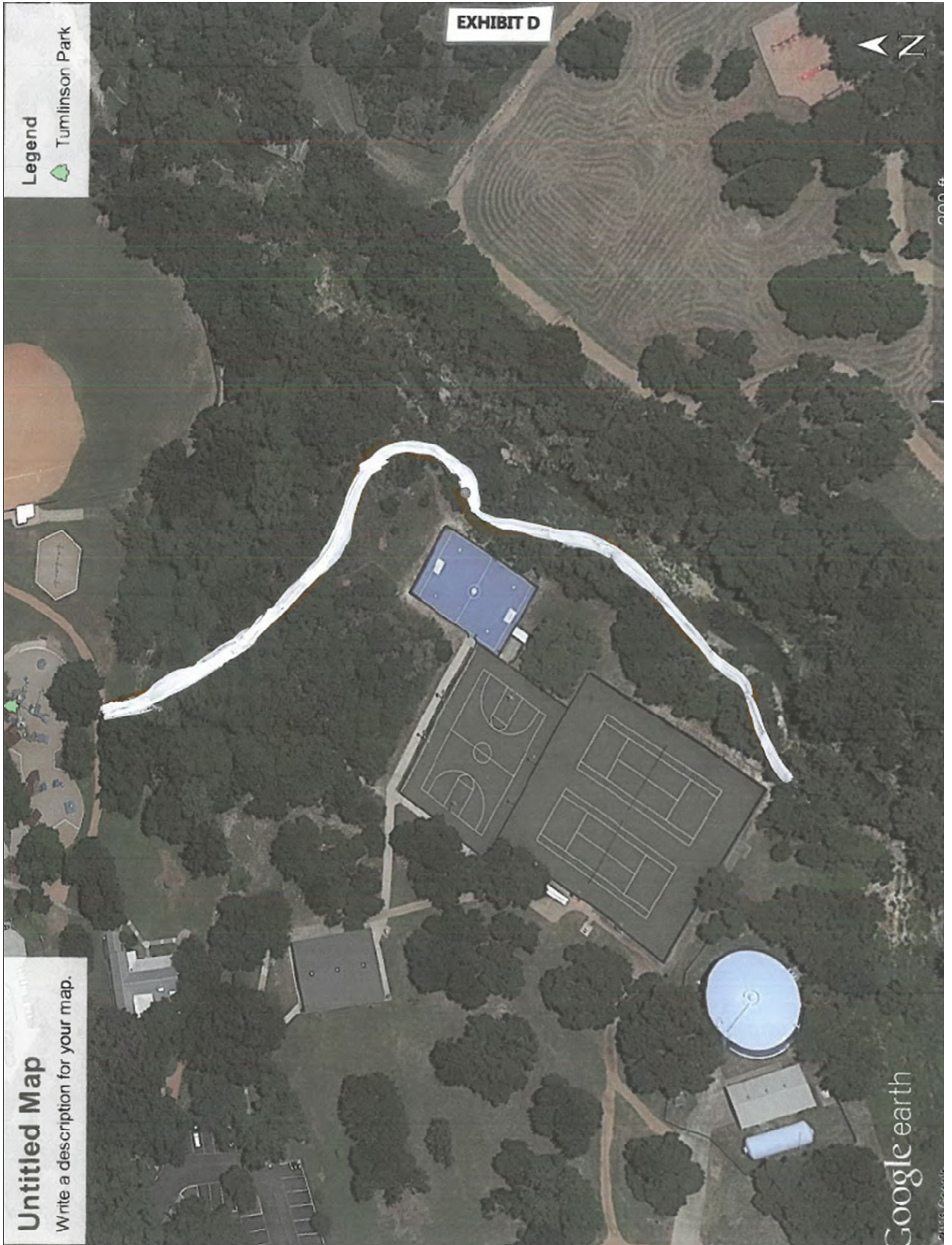


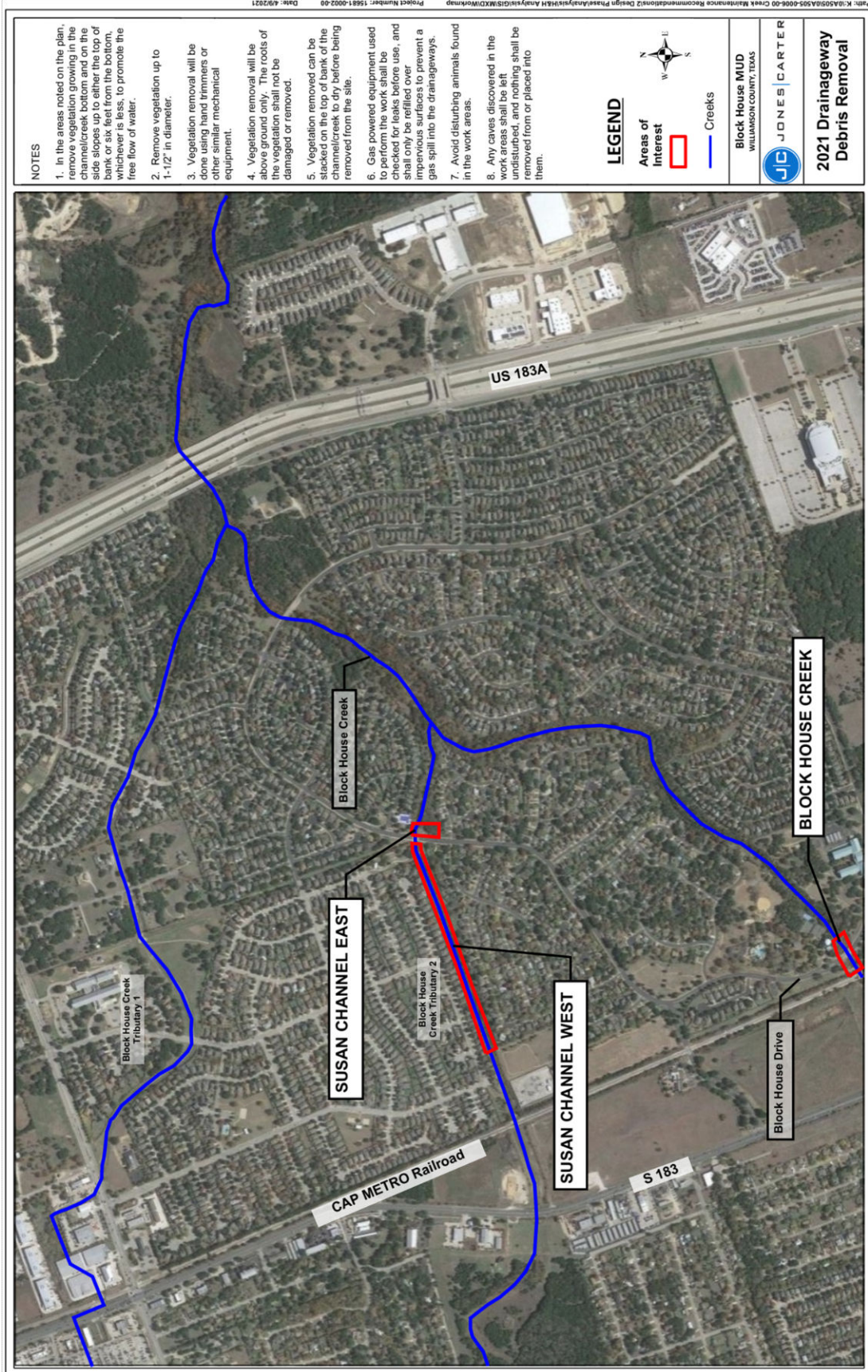
EXHIBIT “E”

ANCILLARY SERVICES

The following services (“*Ancillary Services*”) may be performed in addition to the Basic Services as approved by the General Manager on an as-needed basis and as allowed by funds in the District’s budget. The General Manager will have the authority to approve any expenditures for Ancillary Services up to \$1,000 and will track annual expenditures per category, as defined below. Any proposed Ancillary Service in excess of \$1,000 will require the approval of the Board. Ancillary Services will be billed separately from invoices for the Base Compensation for Basic Services under the Contract; however, multiple instances of Ancillary Services may be included in the same monthly invoice.

- Christmas lights installation and removal – \$7,500
- Additional annual flower beds and replacements – \$650 per service
- Aeration, as needed at main entry to the “Y” – \$1,200 per service
- Emergency or storm cleanup assistance, as needed – up to \$1,000
- Emergency tree services (fallen limbs, tree removals, webworms, etc.) – up to \$10,000
- Additional areas identified for mowing – up to \$1,000
- Debris/fort removal – up to \$1,500
- Fence column repair – up to \$3,500
- Landscape purchase coordination – up to \$2,000
- Additional tree planting up to 5 trees per year – \$1,200 per 45 gallon tree with irrigation, tree well, and stakes

EXHIBIT "F"



NOTES

1. In the areas noted on the plan, remove vegetation growing in the channel/creek bottom and on the side slopes up to either the top of bank or six feet from the bottom, whichever is less, to promote the free flow of water.
2. Remove vegetation up to 1-1/2" in diameter.
3. Vegetation removal will be done using hand trimmers or other similar mechanical equipment.
4. Vegetation removal will be above ground only. The roots of the vegetation shall not be damaged or removed.
5. Vegetation removed can be stacked on the top of bank of the channel/creek to dry before being removed from the site.
6. Gas powered equipment used to perform the work shall be checked for leaks before use, and shall only be used in areas where a gas spill into the drainageways.
7. Avoid disturbing animals found in the work areas.
8. Any caves discovered in the work areas shall be left undisturbed, and nothing shall be removed from or placed into them.

LEGEND

- Areas of Interest ▭
- Creeks —

Block House MUD
WILMINGTON COUNTY, TEXAS

JONES CARTER

2021 Drainageway Debris Removal

Summary report:	
Litera Compare for Word 11.5.0.74 Document comparison done on 10/24/2023 4:00:16 PM	
Style name: AB Austin	
Intelligent Table Comparison: Active	
Original DMS: nd://4865-0911-6798/9/BH Landscape Maintenance Agreement - Priority Landscapes.doc	
Description: BH Landscape Maintenance Agreement - Priority Landscapes	
Modified DMS: nd://4865-0911-6798/10/BH Landscape Maintenance Agreement - Priority Landscapes.doc	
Description: BH Landscape Maintenance Agreement - Priority Landscapes	
Changes:	
Add	35
Delete	25
Move From	0
Move To	0
Table Insert	0
Table Delete	0
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	60

INFORMATION TECHNOLOGY CONSULTANT AGREEMENT

This Information Technology Consultant Agreement (“Agreement”) is entered into effective October 25, 2023, between Block House Municipal Utility District (the “District”) and Chris Stanfield, an individual (the “Contractor”).

RECITALS

The District desires to retain the Contractor to provide information technology assistance to the District relating to the administration of recording of Board of Director meetings, including: the monitoring, administration, and support of video recordings, livestreaming considerations, and the archiving and preservation of recordings. The Contractor desires to provide such services to the District.

THEREFORE, for good and valuable consideration, the District and the Contractor agree as follows:

ARTICLE I. **SERVICES**

A. Administration of Recordings. The Contractor will attend regular and special meetings of the Board of Directors to administrate the video recording of such meetings. Such duties will include ensuring that all equipment is properly installed, set up, installed, functioning optimally in advance of each meeting. Contractor will oversee the operation all software and equipment to ensure that District meetings are recorded in an optimal manner. Contractor will livestream and broadcast such meetings at the request of the Board of Directors, assuming that the District has provided all necessary equipment and required bandwidth to accommodate such broadcasts. At the conclusion of each meeting, Contractor will timely edit non-substantive portions of the recordings and make postings of meetings to publicly accessible websites, as directed by the Board of Directors or by the General Manager of the District.

B. Additional Services. All work outside the express terms of this Agreement must have the prior approval by the General Manager of the District. Charges for additional work must be approved by the General Manager of the District for approval prior to commencement of the work.

ARTICLE II. **COMPENSATION**

A. Compensation. The work described in Article I will be provided by the Contractor for the sum of \$50 per hour. The Contractor will timely provide invoices to the District’s bookkeeper, Municipal Accounts & Consulting, LP, at tkolmodin@municipalaccounts.com. The District agrees to reimburse the Contractor for any costs undertaken—including the purchase of any equipment to be installed in the District’s video recording system to ensure optimal performance—relating to the services provided under the Agreement.

B. Invoicing. The District will pay each monthly invoice within 30 days after receipt of the invoice.

C. Indemnity. 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 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, IF APPLICABLE, CLAIMS BY CONTRACTOR'S CREW OR EMPLOYEES AGAINST THE DISTRICT.

ARTICLE III. **MISCELLANEOUS**

A. Term. Unless sooner terminated by either the Contractor or the District under the terms of this Agreement, this Agreement will commence effective October 25, 2023 and remain in effect until November 1, 2024. Thereafter, this Agreement will continue from month to month until terminated under the terms hereof. The Contractor may terminate this Agreement by giving 15 days' prior written notice to the District. The District may terminate this Agreement at any time by giving 15 days' written notice to the Contractor.

B. Contractor Availability. Contractor understands the unique circumstances relating to the provision of Services, as described in Article I of this Agreement, to the District. To the extent that Contractor will be unavailable for a regular or special meeting of the Board of Directors, Contractor will undertake best efforts to provide notice to the General Manager of the District of such availability considerations. Under such circumstances, Contractor agrees to work with the General Manager of the District to provide guidance and insight on the provision of the Services in his absence.

C. Confidentiality. Contractor agrees that any sensitive information, including passwords, provided by or utilized by Contractor on behalf of the District, will be kept strictly confidential and will not be used for any other purpose than the Services described in Article I of this Agreement.

D. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party.

E. Applicable Law. This Agreement will be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

F. Binding Effect. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns where permitted by this Agreement.

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

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

CONTRACTOR:

Chris Stanfield

Date: _____

DISTRICT:

**BLOCK HOUSE MUNICIPAL UTILITY
DISTRICT**

By: _____
Ursula Logan, President

Date: _____