

Cash Flow Report - Managers Account

Block House MUD - GOF



Number	Name	Memo	Amount	Balance
Balance as of 03/28/2024				\$40,000.00
Receipts				
	No Receipts Activity		0.00	
Total Receipts				\$0.00
Disbursements				
8831	First Citizens Visa	Credit Card Statement	(2,081.80)	
Total Disbursements				(\$2,081.80)
Balance as of 03/28/2024				\$37,918.20



2600 S Block House Drive
Leander, TX 7864

To: Block House MUD
From: GM Lisa Sandoval
Subject: Finance Subcommittee Meeting
Date: Monday, March 25, 2024

Attendees: Lisa Sandoval, Tyler Wilson, Director Logan, Director Johnson

Director Johnson

- Have GM approve all reservations for areas in the district being rented.
- Only bring reservation request to the MUD board attention when residents that have rented in previous did not leave an area in good standing and a deposit was not refunded
- GM to only bring to the board's attention when a deposit from a reservation is not refunded and the reasoning as to why it was held.

Director Logan

- Can we look into a payment application that will allow for residents to pay for their reservations online as well as a deposit.
- The application would allow for deposits to be held and refunded after the reservations has been completed and no issues were found.
- This would allow for residents to not have to wait more than thirty days to receive a deposit refund?

AT&T Dedicated Fiber line to Walker House

- On March the 1st the fiber line to the Walker House was disconnected for non-payment. It was found that the utility bill from August 2023 to March 2024 has been sent to Ecosystem's and not the MUD accountants office.
- Total amount of the outstanding bills came out to \$12,368.50; this was paid to restore service.
- Finance Subcommittee has asked that the GM reach out to AT&T rep to find a plan that is less costly and still suitable for the district. As the current monthly fee is \$1,608.85 per month.

GM

- GM will look into find a reservations application that will assist with payments and deposit refunds for all areas in the district that residents can rent out. (Pavilion, Pools, and Jumano Building)
- GM will reach out to the AT&T dedicated fiber rep to discuss other plans that would suit the districts needs at a lesser cost. And update the current Account info sheet for the district's accountant so that no payments for any utility is missed.



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

To: Block House MUD
From: Ben Ingallina
Subject: Memo for AT&T
Date: 03/27/24

This Memo is for citizens communication for Ernesto Alvarado with AT&T. He is the supervisor over the two boring companies in Block House which are OKTEX and A&A Cable Contractors.

OKTEX has hit several water and sewer lines in BLKH and Crossroads has documented each event. We are currently in the process of back billing for damages and have already received one check for \$2396.07 from 2608 Greenlee. Crossroads is waiting for more back bills to be received from the addresses below.

2807 Greenlee, 3007 Rainy River Dr, 1201 Dillon Lake Bend= Not paid, totaling in \$14,598.32

1510 Rossport, and 1508 Catalina Drive = Not paid, Totaling in \$19,309.21

A resident sent in pictures on Monday 3/25/24 from 15363 English River Loop, claiming the equipment left from A&A cable contractor was leaking hydraulic oil onto the sidewalk, soil and into the storm draining system.

A&A Cable Contractors has also had several complains about leaving their equipment/materials around district, blocking sidewalks, and impeding on areas where kids walk home from school.

-



Williamson County Fire Marshal's Office

Fire Prevention Division

3189 SE Inner Loop

Georgetown, TX 78626

512-943-3679

www.wilcotx.gov www.wilcopermits.com

Scan to verify



240298

Inspection Report

Inspection Date: **March 5, 2024**

Inspection Status: **Passed**

Inspection Type: **Maintenance**

Inspection Scope: **Annual Fire Inspection**

Location: **Walker House, 2600 BLOCK HOUSE DR, Leander, TX 78641**

Inspected By: **Brandi Brice-Wolfe**

No violations found.

A handwritten signature in black ink, appearing to read "Lisa Sandoval". The signature is stylized and written in cursive.

Signed by Lisa Sandoval



Williamson County Fire Marshal's Office

Fire Prevention Division

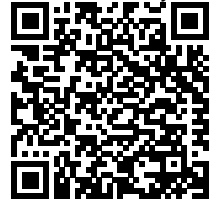
3189 SE Inner Loop

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Scan to verify



240297

Inspection Report

Inspection Date: **March 5, 2024**

Inspection Status: **Passed**

Inspection Type: **Maintenance**

Inspection Scope: **Annual Fire Inspection**

Location: **Blockhouse MUD Pavilion, 2530 BLOCK HOUSE DR, Leander, TX 78641**

Inspected By: **Brandi Brice-Wolfe**

No violations found.

A handwritten signature in black ink, appearing to read "Lisa Sandoval".

Signed by Lisa Sandoval



Williamson County Fire Marshal's Office

Fire Prevention Division
3189 SE Inner Loop
Georgetown, TX 78626
512-943-3679

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Inspection Report

Inspection Date: **March 7, 2024**

Inspection Status: **Passed**

Inspection Type: **Maintenance**

Inspection Scope: **Maintenance Fire Inspection**

Location: **Apache Pool House, 3100 BLOCK HOUSE DR, Leander, TX 78641**

Inspected By: **Brandi Brice-Wolfe**

Corrected Violation

~~Please provide the type of chemicals and the amounts that are stored in the pump room. Depending on the type and amount Safety Data Sheets (SDS) and NFPA 704 signage might be required.~~



*Violation found by Inspector Keeling Neves on May 12, 2021
Violation corrected by Inspector Keeling Neves on July 1, 2021*

Corrected Violation

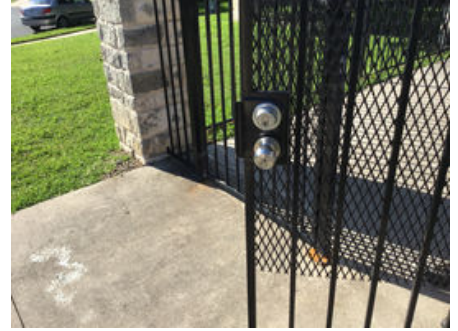
~~Fire extinguisher inspection tag is out of date. Fire extinguisher needs to be mounted to the wall.~~



*Violation found by Inspector Keeling Neves on May 12, 2021
Violation corrected by Inspector Keeling Neves on July 1, 2021*

Corrected Violation

~~The deadbolt does need to be removed or it can remain in place if the deadbolt is intergraded with panic hardware. The deadbolt will need to be unlocked when the pool is occupied. The lifeguards will need to keep a written log of when the deadbolt is unlocked. The log will need to included the lifeguard's printed name; signature; date and time. Until the deadbolt is removed or is intergraded with panic hardware.~~



*Violation found by Inspector Keeling Neves on July 1, 2021
Violation corrected by Inspector Brandi Brice-Wolfe on March 7, 2024*

Notes

Williamson County Health District has agreed that the gate will need to open away from the pool yard, be self-closing and self-latching, the panic bar will be protected by a material that has an opening of no greater than ½ inch within 18 inches of the panic bar button. And the gate latch is to be located 3 ½ feet (42") or higher above the ground.

This will satisfied Health District Code and Fire Code.

By Inspector Keeling Neves on August 17, 2021

Signed by Brandi Wolfe



Williamson County Fire Marshal's Office

Fire Prevention Division
3189 SE Inner Loop
Georgetown, TX 78626
512-943-3679

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Inspection Report

Inspection Date: **March 26, 2024**

Inspection Status: **Passed**

Inspection Type: **Maintenance**

Inspection Scope: **Maintenance Inspection**

Location: **Tumlison Fort Pump House, 404 TUMLINSON FORT DR, Bldg 2, Leander, TX 78641**

Inspected By: **Brandi Brice-Wolfe**

Corrected Violation

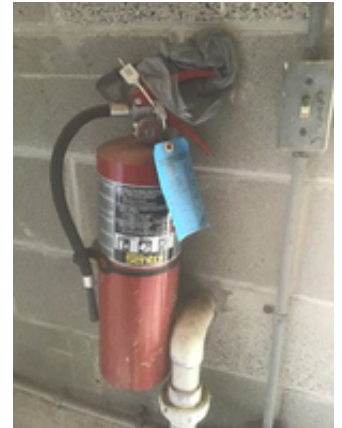
PORTABLE FIRE EXTINGUISHERS

~~906.2.1 Fire extinguishers shall be inspected and maintained annually by a state-licensed contractor. A state-approved inspection tag must be affixed to the extinguisher. (28 TAG 34.517; NFPA 10 7.3)~~

~~Service personnel providing or conducting maintenance on portable fire extinguishers shall possess a valid certificate issued by an approved governmental agency, or other approved organization for the type of work performed. (2018 IFC 906.2.1)~~

Fire extinguisher is expired

*Violation found by Inspector Brandi Brice-Wolfe on June 12, 2023
Violation corrected by Inspector Brandi Brice-Wolfe on November 13, 2023*



Corrected Violation

~~Unapproved conditions. Open junction boxes and open wiring splices shall be prohibited. Approved covers shall be provided for all switch and electrical outlet boxes. 2018 IFC 604.6~~

Missing cover

*Violation found by Inspector Brandi Brice-Wolfe on June 12, 2023
Violation corrected by Inspector Brandi Brice-Wolfe on November 13, 2023*



Corrected Violation

Unused electrical panel spaces must be covered (no tape) to prevent accidental contact with energized components.

Unused knock out

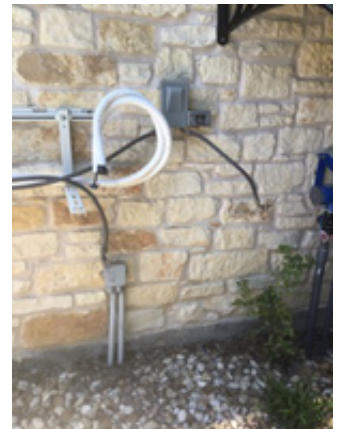


Violation found by Inspector Brandi Brice-Wolfe on June 12, 2023
Violation corrected by Inspector Brandi Brice-Wolfe on November 13, 2023

Corrected Violation

Abatement of electrical hazards. Identified electrical hazards shall be abated. Identified hazardous electrical conditions in permanent wiring shall be brought to the attention of the responsible code official. Electrical wiring, devices, appliances and other equipment that is modified or damaged and constitutes an electrical shock or fire hazard shall not be used. 2018 IFC 604.1

Exposed wires



Violation found by Inspector Brandi Brice-Wolfe on June 12, 2023
Violation corrected by Inspector Brandi Brice-Wolfe on November 13, 2023

Corrected Violation

Abatement of electrical hazards. Identified electrical hazards shall be abated. Identified hazardous electrical conditions in permanent wiring shall be brought to the attention of the responsible code official. Electrical wiring, devices, appliances and other equipment that is modified or damaged and constitutes an electrical shock or fire hazard shall not be used. 2018 IFC 604.1

Exposed wires



Violation found by Inspector Brandi Brice-Wolfe on June 12, 2023
Violation corrected by Inspector Brandi Brice-Wolfe on November 13, 2023

Corrected Violation

Placard for chemicals posted



Violation found by Inspector Brandi Brice-Wolfe on June 12, 2023
Violation corrected by Inspector Brandi Brice-Wolfe on November 13, 2023

Corrected Violation

Call box not functioning at all



Violation found by Inspector Brandi Brice-Wolfe on June 12, 2023
Violation corrected by Inspector Brandi Brice-Wolfe on November 13, 2023

Corrected Violation

No SDS book, spoke to Keeling and he advised it was in the guard shack. All areas were checked and non could be found.

Violation found by Inspector Brandi Brice-Wolfe on June 12, 2023
Violation corrected by Inspector Brandi Brice-Wolfe on March 26, 2024

Signed by Lisa Torres/Brandi Wolfe



8140 North Mopac Expressway
Suite 1-240
Austin, TX 78759
Phone: (512) 806-7713

March 25, 2024
via email: sabbott@abaustin.com

Mr. Sean Abbott
Legal Counsel for Block House MUD
Armbrust & Brown, PLLC
100 Congress Avenue, Suite 1300
Austin, TX 78701

Subject: Proposal to Conduct a Water Cost Service and Rate Design Study Update (Study)

Dear Mr. Abbott:

NewGen Strategies & Solutions, LLC (“NewGen”) is pleased to offer its services to Block House Municipal Utility District (“BHMUD”) to conduct an update to the water rate study completed by NewGen in October 2022.

Proposed Scope of Services

NewGen proposes to conduct this analysis in a timely and efficient manner, with the work laid out in the following phases:

- **Phase 1 – Determine the Revenue Requirement**
- **Phase 2 – Design the Water Rates**
- **Phase 3 – Issue a Draft and Final Memo Report**

A brief overview of the work to be accomplished during each of the phases is provided below.

Phase 1 – Determine the Revenue Requirement

In this phase, NewGen will gather the necessary data required to determine the cost of providing water services to BHMUD’s customers. Data to be collected will include budgets, audited financial statements, capital improvement plan, loan documents, water pumpage and usage records, etc. NewGen will plan a virtual kickoff meeting with the appropriate BHMUD staff to ensure our understanding of the goals for the study, review data provided, review relevant system history, and answer questions from BHMUD staff.

Once the necessary data has been collected, NewGen will review the historical and projected trends with regard to operations and maintenance costs, debt service, capital improvements, water usage, etc. NewGen will adjust expenditures as necessary (normalize, annualize, etc.) to develop an annual revenue requirement that is representative of the utility’s financial needs.

Upon completion of this phase, we will have developed a three-year revenue requirement forecast, by customer class, for the water utility. As part of this analysis, and development of the three-year revenue requirement, NewGen will determine the cost of providing water services to BHMUD’s customers.

BHMUD

Page 2

Task 1 Deliverables

- Kickoff meeting
- Preliminary revenue requirement
- Final revenue requirement

Phase 2 – Design the Water Rates

In Phase 2, we will develop a rate structure that will recover the revenue requirement, as defined in Phase 1. A clear and distinct understanding of BHMUD's overall goals will serve as a basis for the development of the proposed rates.

Task 2 Deliverables

- Preliminary water rates
- Virtual meeting to review the preliminary cost of service and rates
- Final rates

Phase 3 – Issue a Draft and Final Memo Report

Upon completion of Phase 2, NewGen will issue a draft memo report that summarizes our financial analysis, methodology, and rate recommendations. A conference call will be held with BHMUD to discuss any staff recommended changes to the draft memo report, with a final memo report issued within one week of receiving the final comments from BHMUD staff. A presentation of the final memo report will then be made by Mr. Dave Yanke, the proposed project manager, to the BHMUD Board of Directors.

Task 3 Deliverables

- Issue a draft memo report
- Issue a final memo report
- Presentation to the Board of Directors

Project Timing and Fees

The proposed Study will be billed using our standard billing rates listed below for a not-to-exceed price of \$10,000. This includes all professional fees and out of pocket costs.

Standard billing rates associated with the project team on this project are listed in the following table. Out-of-pocket expenses will be billed on a cost basis (i.e., with no mark-up). It is envisioned that the Study will be completed within 90 days of receiving all necessary information.

BHMUD

Page 3

**NewGen Strategies and Solutions
2024 Billing Rates**

Position	Hourly Billing Rate
Partner	\$280 – \$370
Principal	\$235 – \$280
Senior Manager	\$225 – \$270
Manager	\$200 – \$225
Senior Consultant	\$170 – \$200
Consultant	\$155 – \$170
Administrative Services	\$130

NewGen appreciates the opportunity to assist Block House MUD with their project needs. Should you have any questions or comments concerning this letter, please do not hesitate to contact me at 512.649.1254 or dyanke@newgenstrategies.net.

Sincerely,

NewGen Strategies and Solutions, LLC

DocuSigned by:

 500E94C76CC84BC...

Dave Yanke
President

If BHMUD finds the scope of services, project timing, and fees acceptable, please sign one copy as noted below, retain one copy for BHMUD’s records, and return one copy (via email) to Dave Yanke at NewGen Strategies and Solutions, LLC.

Block House MUD (\$10,000) for a Water Cost of Service Rate Design Study Update

Signed _____ Printed Ursula Logan

Title President, Board of Directors Date 3-27-24

AMENDED AND RESTATED OPERATIONS SERVICES AGREEMENT

between

BLOCK HOUSE MUNICIPAL UTILITY DISTRICT

and

CROSSROADS UTILITY SERVICES, L.L.C.

~~October~~April 1, ~~2023~~2024

ARTICLE I

GENERAL..... 1

1.01 Appointment..... 1

1.02 Term..... 1

 (a) Term..... 1

 (b) Extensions..... 1

 (c) Termination..... 1

 (d) Return of District Property..... ~~1~~2

1.03 Compensation; Expenses..... 2

 (a) Basic Services..... 2

 (b) CPI Adjustment..... 2

 (c) Meter Installations..... 2

 (d) Additional Services..... ~~2~~3

 (e) Expenses..... 3

 (f) Invoices..... 3

1.04 Annual Review..... 3

ARTICLE II

OPERATOR’S BASIC DUTIES AND RESPONSIBILITIES..... 3

2.01 Generally..... ~~3~~4

2.02 Staffing..... 4

 (a) Utility Manager..... 4

 (b) All Personnel..... 4

2.03 Licenses, Permits, and Approvals..... 4

2.04 Regulatory Requirements..... 4

2.05 Routine Maintenance and Repair..... 4

2.06 Nonroutine Maintenance and Repair..... ~~4~~5

ARTICLE III

BASIC SERVICES..... 5

3.01 Administrative Services..... 5

 (a) District Communications..... 5

 (b) Meeting Preparations and Attendance..... 5

 (c) Coordination of District Activities..... ~~5~~6

 (d) Invoice Review..... 6

 (e) Bond Financing..... 6

 (f) Budget Process..... 6

 (g) Audit Process..... 6

3.02 Reports and Recordkeeping..... ~~6~~7

 (a) Utility Records and Property Inventory..... ~~6~~7

 (b) Operations Reports..... 7

3.03 Billing and Collection..... 8

 (a) Billing..... 8

 (b) Collection..... 9

 (c) Customer Payment Options..... 10

 (d) Utility Records..... 10

3.04 Operations Services..... 11

 (a) System Monitoring and Response..... 11

 (b) Meter Management..... 11

 (c) Meter Reading and Meter Testing..... 11

 (d) System Operations..... 12

 (e) System Inspections..... 12

 (f) System Maintenance..... 13

 (g) Sampling, Testing, and Reporting..... 13

 (h) Lift Station..... ~~13~~14

 (i) MS4 Permit..... 14

3.05	Park and Recreational Services	15
(a)	Inspections	15
(b)	Supply Distribution and Maintenance	15
(c)	Restrooms	15
(d)	Routine Maintenance and Repair	15
(e)	Nonroutine Maintenance and Repair Notification	15
(f)	Nonroutine Maintenance and Repair Work	16
(g)	Lighting	16
(h)	On-Premises Inspection and Maintenance	16
3.06 3.05	Use, Security, and Confidentiality of District Customer Data	1615
(a)	Definitions	1615
(b)	Use of District Customer Data	1615
(c)	Secure Data Handling Practices	1716
(d)	Customer Data Security	1817
(e)	District Customer Data Confidentiality	1817

ARTICLE IV

	ADDITIONAL SERVICES	1817
4.01	Nonroutine Maintenance and Repair Services	1817
(a)	Board Approval	1817
(b)	Full-Time Response	1817
(c)	Non-Emergency Repairs and Maintenance	1918
(d)	Subcontractors	1918
(e)	Subcontractor Contracts	1918
4.02	Other Additional Services	1918

ARTICLE V

	INSURANCE	2019
5.01	Insurance	2019
(a)	Limits	2019
(b)	Coverage for Personnel	2120
(c)	Endorsements	2120
(d)	Employee Dishonesty	2120
(e)	Operator's Obligations and Liabilities	2120

ARTICLE VI

	INDEMNITY	2120
--	-----------	------

ARTICLE VII

	MISCELLANEOUS	2221
7.01	Status as Independent Contractor; Personnel	2221
7.02	Assignment	2221
7.03	Notices	2221
7.04	Amendments	2221
7.05	Subcontracting	2221
7.06	Interested Parties	2221
7.07	Conflicts of Interest	2221
7.08	Verification Under Chapter 2271, Texas Government Code	2221
7.09	Verification Under Chapter 2252, Texas Government Code	2322
7.10	Verification Under Chapter 2274, Texas Government Code, Relating to Contracts With with Companies Boycotting Certain Energy Companies 23that Discriminate Against	
7.11	Verification Under Chapter 2274 2276, Texas Government Code, Relating to Contracts with With Companies that Discriminate Against the Firearm and Ammunition Industries 23Boycotting Certain Energy Companies	22
7.12	Entire Agreement	2423
7.13	No Waiver	2423
7.14	Severability	2423

7.15	Applicable Law, Place of Performance.....	24 <u>23</u>
7.16	Attorney's Fees.....	24 <u>23</u>
7.17	Counterparts.....	24 <u>23</u>
7.18	Authority.....	24 <u>23</u>

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AMENDED AND RESTATED OPERATIONS SERVICES AGREEMENT

This Amended and Restated Operations Services Agreement (the “Contract”) is entered into effective ~~October~~April 1, ~~2023~~2024 (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. On April 1, 2023, the District entered into the Operations Services Agreement (the “Previous Contract”) relating to the operation of the District’s water and wastewater facilities and recreational facilities. The parties now desire to remove the recreational facilities from the Contract and undertake this Amended and Restated Operations Services Agreement solely to remove any provisions relating to recreational facilities. Upon full execution of this Agreement, the Previous Contract will be of no further force or effect. It is intent of the parties that all provisions relating to the Operator’s duties relating to the District’s water and wastewater facilities continue to be performed in the exact same manner as contemplated under the Previous Contract.

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~~yearseighteen (18) months, beginning ~~October~~April 1, ~~2023~~2024, and ending September 30, 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

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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 \$~~29,500.00~~21,500.00 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 \$0.95 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 (e).~~

(b) CPI Adjustment. The compensation specified in Section 1.03(a) above will remain in effect through September 30, 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:

$$\text{Current Compensation} \times 1 + A = \text{Adjusted Compensation}$$

where A is equal to the lesser of 5% or the percentage difference between

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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

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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

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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:

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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;

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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

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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

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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").

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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.

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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;
- 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

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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.~~

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~~(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.~~

3.05 ~~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

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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;

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(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).

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(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~~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 Operator executes and submits ~~this~~the Contract to the District. Form 1295s are available on the TEC's website at <https://www.ethics.state.tx.us/filinginfo/1295/>. ~~This~~The Contract is not effective until the requirements listed above are satisfied and any approval or award of ~~this~~the 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

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submitting ~~this~~the 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~~the 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 Contract, or are companies that are identified on a list prepared and maintained by the Texas Comptroller of Public Accounts (the "Comptroller") described in Subchapter B of Chapter 808 of the Texas Government Code and posted on the Comptroller's internet website at:

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

The foregoing verification is made solely to comply with Chapter 2271, to the extent such Chapter does not contravene applicable Federal law. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. 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~~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/does/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/does/iran-list.pdf>,
<https://comptroller.texas.gov/purchasing/does/fto-list.pdf>,
<https://comptroller.texas.gov/purchasing/publications/divestment.php>

The foregoing representation is made solely to comply with Subchapter F, to the extent such subchapter does not contravene applicable Federal law, and excludes companies that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan, Iran, or a foreign terrorist organization. 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 that Discriminate Against the Firearm and Ammunition Industries. If required under 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,"

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and “firearm trade association” have the meanings ascribed to them in Section 2274.001 of the Texas Government Code.

7.11 ~~7.10~~ Verification Under Chapter 2276, Texas Government Code, Relating to Contracts With Companies Boycotting Certain Energy Companies. If required under Chapter ~~2274~~2276 of the Texas Government Code (as amended, “~~Chapter 2274~~2276”), 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. ~~—, or are companies that are identified on a list prepared and maintained by the Texas Comptroller of Public Accounts (the “Comptroller”) described in Subchapter B of Chapter 809 of the Texas Government Code and posted on the Comptroller’s internet website at:~~

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

The foregoing verification is made solely to comply with Chapter ~~2274~~2276. As used in the foregoing verification, “boycott energy companies” means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (1) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law or (2) does business with a company described in the preceding section (1).

~~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.

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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.

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COUNTERPART SIGNATURE PAGE TO
AMENDED AND RESTATED OPERATIONS SERVICES AGREEMENT

**BLOCK HOUSE MUNICIPAL UTILITY
DISTRICT**

By: _____
Ursula Logan, President
Board of Directors

Address: P.O. Box 129
Leander, Texas 78646

ATTEST:

Robert Young, Secretary
Board of Directors

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COUNTERPART SIGNATURE PAGE TO
AMENDED AND RESTATED 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

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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	\$48.00	\$72.00	1 Hr.
Field Service Representative	\$50.00	\$75.00	1 Hr.
Field Operator	\$58.00	\$87.00	1 Hr.
Senior Field Operator	\$75.00	\$112.00	1 Hr.
Equipment Operator	\$74.00	\$111.00	1 Hr.
Foreman	\$75.00	\$112.00	1 Hr.
Supervisor	\$80.00	\$120.00	1 Hr.
Mechanical Technician	\$83.00	\$124.00	1 Hr.
Electrical Technician	\$86.00	\$129.00	1 Hr.
Master Electrician/SCADA Tech	\$130.00	\$195.00	1 Hr.
District Manager	\$165.00	\$247.00	1 Hr.
VP/President	\$165.00	\$247.00	1 Hr.

Version 2023

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	2 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)	\$236.00	2 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	2 Hr.
HD/Small Crane Truck	\$90.00	2 Hr.
Jack Hammer	\$33.00	1 Hr.
Jetting Trailer	\$109.00	2 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	2 Hr.
Small Camera (for televising)	\$100.00	1 Hr.
Tapping Tools	\$37.00	2 Hr.
Utility Dump Trailer	\$53.00	2 Hr.
Utility Line Locator	\$92.00	1 Hr.
Utility Trailer	\$26.00	2 Hr.
Wastewater Camera (Saturn)	\$3.00/linear ft. and \$750.00 minimum	2 Hr.
Wastewater Vacon Truck 1500 gal. (Crossroads)	\$350.00/hr. plus \$0.80 per gallon disposal	2 Hr.
Wastewater Vacuum Trailer (Crossroads)	\$105.00	2 Hr.
Weed eater	\$7.00	1 Hr.
Welding Machine	\$26.00	1 Hr.

Version 2023

Summary report:	
Litera Compare for Word 11.5.0.74 Document comparison done on 3/27/2024 10:36:34 AM	
Style name: AB Austin	
Intelligent Table Comparison: Active	
Original DMS: nd://4857-5401-1006/10/Amended and Restated Block House Crossroads Operations Services Agreement.doc	
Description: Amended and Restated Block House Crossroads Operations Services Agreement	
Modified DMS: nd://4857-5401-1006/11/Amended and Restated Block House Crossroads Operations Services Agreement.doc	
Description: Amended and Restated Block House Crossroads Operations Services Agreement	
Changes:	
<u>Add</u>	116
Delete	149
Move From	23
<u>Move To</u>	23
<u>Table Insert</u>	0
Table Delete	0
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	311

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SECOND AMENDED AND RESTATED
AMENDED AND RESTATED GENERAL MANAGEMENT AND PARK SERVICES
AGREEMENT

This SECOND AMENDED AND RESTATED GENERAL MANAGEMENT AND PARK SERVICES AGREEMENT (this "Contract") is entered into effective ~~August~~April 1, ~~2023~~2024 (the "Effective Date"), between BLOCK HOUSE MUNICIPAL UTILITY DISTRICT (the "District"), a municipal utility district operating under Chapters 49 and 54 of the Texas Water Code, and CROSSROADS UTILITY SERVICES, LLC, a Texas limited liability company ("Contractor").

RECITALS

WHEREAS, the District provides water and wastewater utility services, recreational facilities, and other services to residents and customers of the District. The District desires to engage the services of Contractor for general management services for the District and Contractor desires to serve in such capacity, on the terms and conditions of this Contract.

WHEREAS, on October 1, 2021, the ~~Distiret and the~~District and Contractor entered into a General Management Services Agreement (the "Original Contract") and on August 1, 2023, the District and Contractor entered into an Amended and Restated General Management Services Agreement (the "Amended and Restated Contract"). This Contract amends, restates and supersedes, in its entirety, the Original Contract and the Amended and Restated Contract entered into between the District and ~~the~~ Contractor. Upon full execution of this Agreement, the Original Contract and Amended and Restated Contract will be of no further force or effect.

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

AGREEMENTS

1. Appointment. The District appoints Contractor as its general manager and Contractor accepts this position, all on the terms and conditions set forth in this Contract.

2. Term; Termination.

(a) Term. The term of this Contract (the "Term") will begin on ~~August~~April 1, ~~2023~~2024 and end on September 30, ~~2024~~2025.

(b) Termination. This Contract may be terminated before the end of the Term by either party by delivery of at least 60 days' written notice of termination to the other party. However, if this Contract is terminated by the District due to Contractor's refusal or inability to perform, gross negligence or fraud in the performance of its duties, or distressed financial condition, the District may deliver written notice of termination to Contractor, which will be effective immediately upon delivery of such notice. In the event of termination, Contractor will be compensated up to the date of termination (prorated for less than a full month, if necessary).

(c) Return of District Property. Upon termination of this Contract, for any reason, Contractor 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 Contractor will provide

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such records to the District or its representative in a format that will allow such computer records to be accessed and duplicated by computer.

3. Compensation. As compensation for the ~~services specified~~ Basic General Management Services and the Park Services, as defined and described in this Contract, Contractor will receive the sum of ~~\$22,000 per month~~ 30,000 per month through September 30, 2024. Beginning on October 1, 2024, the Contractor will receive the sum of \$31,500 per month, as compensation for the Basic General Management Services and the Park Services, until the conclusion of the Term of the Contract. All invoices for services performed in a month must be submitted to the District no later than 12:00 noon on the tenth day of the following month in order to be considered for payment at the regular meeting of the Board of Directors of the District (the "Board") held during that month. Unless in dispute, invoices will be paid within 30 days of submittal; however, if there is a bona fide dispute over a portion of an invoice, the District will have the right to withhold payment of the disputed portion until the dispute is resolved.

4. Periodic Review. During the Term, the Board or its designated subcommittee may conduct a review of Contractor and its performance under this Contract. In conjunction with the review, the Board and Contractor may determine the terms upon which this Contract may be modified, renewed or extended. ~~The Board and Contractor agree that a review of Contractor prior to March 1, 2023 is mutually beneficial for all parties and agree to engage in such a review.~~

5. Basic Duties and Responsibilities of Contractor as General Manager. The Contractor will generally manage the District. The basic duties and responsibilities of the Contractor shall include, but not be limited to the following (the "Basic General Management Services:"):

(a) Administration.

(i) Primary Representative. Contractor's primary representative in connection with Contractor's services to the District under this Contract will be Lisa Torres (the "General Manager"), who will attend Board meetings and coordinate all of Contractor's services hereunder. Except in the case of absences due to illness, vacation, or emergency (in which case other Contractor staff will attend Board meetings and /or coordinate Contractor's services), the General Manager will not be replaced without the approval of the Board. Andrew Hunt is pre-approved as temporary or permanent replacements for the designated General Manager. The General Manager will be present on-site at the Walker House for an adequate amount of time each week (~~at least 24 hours~~) to accomplish the services specified in this Section. The General Manager will ~~be assigned to work full-time on behalf of~~ the District ~~full-time (Monday through Friday, 8am to 5pm)~~ and will not perform work for any other client of the Contractor. The General Manager will be considered an exempt full-time employee of the Contractor. If additional hours ~~over 45 hours per week~~ are requested by the Board or by committee for services after normal business hours (after normal business hours work is defined as Monday – Friday 5pm to 8am, all hours on Saturday or Sunday and any federal or Contractor observed holidays), the Contractor will be reimbursed hourly at a labor rate of \$125.00/hour plus \$25.00/hour for any vehicle use. Regular and or special Board meetings and subcommittee meetings scheduled after-hours will be subject to after-hour charges when in excess of four meetings per month.

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Contractor will provide the District with a list of Contractor's observed holidays on the first business day of each calendar year or upon request.

(ii) Equipment. Contractor must provide all equipment necessary for the proper performance of the services specified in this Section (including computer, printer/copier/fax machine, cell phone, and office supplies for routine business) at its sole expense. Contractor will invoice the District separately for materials for nonroutine projects.

(iii) District Communications; Customer Service; Coordination of District Activities. The General Manager will:

(1) Respond to general District and park inquiries, complaints and concerns in a professional, courteous, and timely manner; promote good relations with the District's property owners and residents; and coordinate with the Cities of Cedar Park and Leander, and with Williamson County as necessary to resolve customer concerns.

(2) Monitor and track all customer complaints and inquiries received relating to general or park matters, and report them to the Board as appropriate.

(3) Respond to any inquiries or reporting requirements of any governmental authority, the Board, or the District's other consultants in a prompt, professional manner, including any inquiries relating to park issues.

(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.

(5) Monitor the District's website to insure that all posted information is up to date and that all information required to be posted by the laws applicable to municipal utility districts is included on the website.

(iv) Meeting Preparations and Attendance. General Manager will:

(1) Attend all regular Board meetings and any special Board meetings and subcommittee meetings as requested by the Board.

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

(3) Submit materials that are to be included in Board meeting packets to the District's attorney's office by 12:00 noon on the day that is 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 Contractor directly to the Board members, at Contractor's sole expense.

(4) Upon request, meet with the Board's designated representatives and bookkeeper prior to each Board meeting to review invoices.

(v) Coordination of District Activities. The General Manager will:

(1) Coordinate District activities, services, and operations with neighboring municipalities, districts, other governmental entities and organizations.

(2) Coordinate with other District consultants and contractors, including attorneys, engineers, operators, auditors, bookkeepers, and financial consultants.

(3) Obtain bids from contractors when written specifications and published notice are not required, upon Board request.

(4) Schedule meetings and field work with contractors and vendors.

(5) File and monitor any insurance claims made by the District.

(6) Carry out Board directives in a prompt manner and report all actions taken in response to those directives to the Board.

(b) Financial.

(i) Management of Funds. Contractor will:

(1) Properly deposit all District funds in the District's accounts daily, without offset or counterclaim.

(2) Coordinate and monitor District finances, in cooperation with the District's bookkeeper.

(ii) Budget Process. Contractor will:

(1) At least three months prior to the expiration of each fiscal year, prepare a recommended management budget for the next fiscal year; coordinate with the District's other consultants on budget requirements; and present budget recommendations to the Board and oversee budget adoption process.

(2) Monitor annual budget over the course of each fiscal year—and make quarterly recommendations to the Board on appropriate budget revisions.

(iii) Audit Process. Contractor will coordinate with the District's bookkeeper and auditor to assist in the preparation of reports, schedules, and other data as necessary, and cooperate with the District's auditor in connection with the

preparation of the District's annual audit, including providing District inventory records and other information necessary in connection with such audit.

(c) Bond Financings/Refinancings. Contractor will coordinate with the Board and the District's advisors in connection with the preparation of bond applications and related reports.

(d) Operations Services Assistance. Contractor will:

(i) Assist the District's other consultants, as requested, in administering the District's compliance with the TPDES Phase II Small Municipal Separate Storm Sewer System General Permit (TXR040000) and the District's storm water management program adopted thereunder.

(ii) Assist the District's other consultants, as requested, in administering the District's water conservation and drought contingency plan.

(e) Managerial Services.

(i) General Administration. The General Manager will:

(1) Coordinate Board meetings and conferences, including ordering meals and necessary supplies.

(2) Review agendas of meetings of the governing bodies of surrounding government entities, including the City of Cedar Park, City of Leander, and Williamson County.

(3) Respond to inquiries, complaints and concerns in a professional, courteous, and timely manner.

(ii) Street Lighting, Signage and Security. The General Manager will:

(1) Monitor the functioning of all street lights within the District and coordinate repair or replacement of bulbs and related devices with Pedernales Electric Cooperative, as necessary.

(2) Monitor street and traffic signs within the District and coordinate placement or replacement with Williamson County, as necessary.

(3) Post and remove temporary District signs, as directed by the Board.

(4) Regularly screen video from the security cameras located in District's parks and pool areas.

(5) Cause the entrance gates located at the Bike Trails, Tonkawa Park, and Tumlinson Park to be unlocked by 7:00 a.m. each day, except in cases of emergencies, weather events, or construction that would make use of the Bike Trails or either park unsafe.

(iii) Walker House, Pavilion, and Jumano Community Center Operations.
The General Manager will:

(1) Monitor and schedule use of the Walker House, Pavilion, and Jumano Community Center as directed by the Board, including taking and arranging reservations; collecting and depositing all related fees, as required by applicable District rules; issuing and collecting keys from users, as necessary; checking out and keeping track of District equipment; and assuring that the releases and waivers required by applicable District rules are completed and submitted.

(2) Monitor the condition of the Walker House and Jumano Community Center after each use and arrange for housekeeping and trash collection.

(3) Notify the Board of needed repairs and coordinate repairs upon Board request.

(iv) Park and Recreational Facilities. The General Manager will:

(1) Conduct regular on-site inspections of all District parks and recreational facilities to ensure efficient operations and proper condition of all facilities.

(2) Upon the request of the Board or a Board-appointed subcommittee, obtain competitively-priced bids from contractors for repairs to the District's park and recreational facilities when written specifications and published notice is not required; monitor contractors' work to ensure it is performed timely, efficiently, and effectively.

(3) Coordinate, in conjunction with the District's pool operations contractor, the tag or identification system approved by the Board in connection with use of the District's park and recreational facilities.

(4) Monitor and schedule use of the District's park and recreational facilities as directed by the Board, including taking and arranging reservations; collecting and depositing all related fees, as required by applicable District rules; issuing and collecting keys from users, as necessary; checking out and keeping track of District equipment; and assuring that the appropriate releases and waivers required by applicable District rules are completed and submitted.

(5) Monitor the functioning of all park and recreational facility lighting, including pool, tennis court and parking area lighting, and coordinate all necessary repairs and the setting of automatic timers as directed by the Board.

(6) Recommend revisions and additions to the District's park and recreational facilities rules.

(v) Contract Administration. The General Manager will:

(1) Supervise performance and administer the District's service contracts, including those for landscape maintenance, pool management, security services, solid waste collection and recycling services, media services, and cleaning services, and establish an appropriate chain of command to assure that all required maintenance and repair needs are met in an efficient and cost-effective manner.

(2) Develop and implement a contract monitoring system for services provided under all service contracts administered by the General Manager; provide periodic monitoring of contract performance and provide a monthly report to the Board on services performed pursuant to such contracts.

(3) Provide access and issue and collect keys to contractors and vendors, as necessary.

(4) Coordinate the District's "Clean-Up Days", it being understood that equipment and labor involved will be provided by the District's solid waste services contractor.

(vi) Manager's Account. The District will establish an account (the "Manager's Account") in an amount approved by the Board, which may be utilized by Contractor in accordance with the terms of a Secretary's Certificate and Resolutions Regarding Manager's Account adopted by the Board, as amended from time to time. Contractor must present statements or invoices to the Board to support all expenditures from the Manager's Account, and provide a monthly reconciliation of the account to the Board. If no statement or invoice is presented to support an expenditure, the District will not be responsible for the expenditure and Contractor must reimburse the District for any District funds expended.

(vii) Inventory and Tracking. Contractor will maintain an up-to-date inventory of all District equipment and fixtures (exclusive of utility equipment and improvements) and will annotate the inventory with information regarding replacements, repairs and warranties, including the expiration dates of any warranties.

(f) Communication Services.

(i) The District agrees to engage Contractor to design, write, produce, distribute, and manage all community-wide District publications (the "District Media"), including a community-wide newsletter (the "Newsletter") and special notices to District residents (the "Special Notices"), and to update and maintain the District's website www.blockhousemudtx.gov (the "Website"), and Contractor accepts this engagement, on the terms and conditions of this Contract. Contractor may engage a third party acceptable to the District to assist in the drafting of the Newsletter and/or other similar content.

(ii) Contractor will provide all equipment and supplies necessary to provide the services described in this Contract, except that the District will pay the costs

of website hosting services, software for the Website, and postage and printing costs.

(iii) The content and design of all District publications must be approved by the Board or its duly-appointed subcommittee prior to distribution or posting on the Website. Contractor will post information and documents to the Website if (i) requested by the Board, a duly-appointed subcommittee, or a District consultant, within five days after receipt of the request; or (ii) in the case of an emergency or if requested by the full Board, immediately.

(iv) Unless otherwise directed by the Board, regular issues of the Newsletter will be prepared by Contractor for distribution on a monthly basis, and such preparation will be timed so that the Newsletter can be included in the District's monthly utility bills. Contractor will cause any special editions of the Newsletter, Special Notices or other special publications to be prepared and distributed as directed by the Board or its designated subcommittee. Contractor will provide the Board's designated subcommittee, the General Manager and the District's attorney with a draft of each Newsletter or other publication for review and approval at least ten days prior to the proposed date of distribution.

(v) Newsletter Production. Contractor will provide the following services in connection with a two-page District Newsletter.

- (1) Layout and design;
- (2) Article preparation;
- (3) Photography; and
- (4) Printing and mailing coordination.

Postage, licensing costs, and printing will be billed separately and reimbursed by the District, with postage to be billed at the standard bulk rate and printing and licensing of photography to be billed at cost.

(vi) Website Maintenance and Social Media. Contractor will maintain the Website, including posting updates to meeting dates, Board meeting minutes and agendas, news articles and photographs and other District documents as directed by the Board to the Website, and three social media sites (Facebook, Instagram, and Twitter), as directed by the Board. Contractor will also review and respond to online communications and forward such communications to District consultants or Board subcommittees, as appropriate, and distribute "email blasts" as directed by the Board or its subcommittees within two business days of notice. It is understood by the District and Contractor that social media posts by Contractor, including the response to social media posts by Contractor, will be completed during regular business hours only, unless the nature of the posts are of an emergency nature and that any delay in posting notices would directly affect the health and safety of District residents.

(vii) Utility Bill. If requested by the Board or its designated subcommittee, Contractor will draft special announcements for the news section of the District's

utility bills as directed by the Board (with a maximum of six times per year) at no additional charge.

(viii) Surveys. If requested by the Board or its designated subcommittee, Contractor will draft and administer up to two surveys to District residents per year.

(ix) Welcome Packets. Contractor will mail and/or email welcome packets ("Welcome Packets") to new District residents on a monthly basis. Costs for postage and materials will be billed to the District at cost.

(x) Additional Services and Special Projects. Additional services and special projects not otherwise specified in this exhibit will be provided by Contractor, after advance approval by the Board, at an hourly rate of \$100 per hour, including travel time if applicable, including:

(1) Special event coverage, including reporting on the Christmas event and/or District-scheduled special events outside of normal business hours;

(2) Special print or mail projects, beyond the Newsletter, including invitations, brochures, resident packets, postcards; and

(3) Special web development services, including additional web pages.

Any costs incurred under this subsection must be approved by the Board prior to the undertaking of such additional services or special projects.

(g) On-Site Staff Person Contractor will provide a qualified individual employed by Contractor (the "On-Site Staff Person") to perform or assist in performing the services specified in Section 5. The On-Site Staff Person will: (1) work full time (40 hours per week, Monday through Friday); and (2) be present at the Walker House for an adequate amount of time each week to accomplish the services specified in this Section. Occasionally, the Board may request that the On-Site Staff Person work on a Saturday. Such requests will be subject to the approval of the On-Site Staff Person and must be made at least two weeks in advance. The General Manager will oversee the On-Site Staff Person's work and report on the On-Site Staff Person's activities at each regular monthly Board meeting. The duties of the On-Site Staff Person and the related compensation to Contractor may be adjusted at any time during the term of this Contract upon mutual written agreement of Contractor and the District.

Generally, the On-Site Staff Persons' duties will include:

(i) Performing general administrative and office related tasks for the District;

(ii) Communication with District residents, including answering questions and providing information;

(iii) Performing various administrative duties, including preparing and reviewing correspondence;

- (iv) Representing the District to the public;
- (v) Suggesting or implementing improvements in policies, procedures, and organization to achieve efficiencies, and improve effectiveness and customer service;
- (vi) Assisting walk-in customers with reservations, various questions/issues;
- (vii) Scheduling facility reservations via telephone, email, in person;
- (viii) Managing an online reservation calendar of all facilities;
- (ix) Managing a spreadsheet of all monies taken/deposited for reservations and refunded;
- (x) Managing all District keys and key FOBs;
- (xi) Posting facility reservations in the District and email;
- (xii) Updating District communications and social media, under direction of the General Manager;
- (xiii) Reporting vandalism, accidents, etc., to the Williamson County Sheriff's Office and/or obtaining information from reports;
- (xiv) Reporting streetlight issues/follow up on repair status;
- (xv) Reporting road sign issues;
- (xvi) Performing minor tasks relating to daily operations of the Walker House and Jumano Community Center;
- (xvii) Sending Welcome Packets;
- (xviii) Maintaining a tracking spreadsheet of pending and completed projects in the District;
- (xix) Ordering food and supplies for Board meetings;
- (xx) Handling various special projects as arise/needed.
- (xxi) Supporting the General Manager to oversee, monitor, and report on the operations and conditions of the District;
- (xxii) Assisting the General Manager with scheduling vendors;
- (xxiii) Assisting District subcommittees with scheduling meetings;
- (xxiv) Discussing work projects and current District activities with the General Manager (usually on a daily basis);

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- (xxv) Acting as the liaison between the General Manager and District vendors;
- (xxvi) Preparing and assembling reports for the General Manager packet for the monthly meetings;
- (xxvii) Managing and communicating effectively with contractors and consultants performing projects and services for the District;
- (xxviii) Corresponding with the District's bookkeeper on issues, reservation/registration fees and deposits, information requests;
- (xxix) Corresponding with the Board members and consultants on issues; and
- (xxx) Completing other duties as assigned by Contractor, General Manager, or the Board.

6. Duties and Responsibilities of Contractor as Park Manager. The Contractor will generally manage the District's Parks. Contractor will use reasonable efforts to schedule or perform all Park Services during normal working hours. The basic duties and responsibilities of the Contractor shall include, but not be limited to the following services (the "Park Services"):

(a) On Premises Inspection and Maintenance. Contractor will provide a full-time technician on site within the District to inspect, maintain, and provide coordination of District Park 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 Contractor and General Manager. The parties agree that the full-time technician will work in the District Monday through Friday.

(b) Inspections. Contractor 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. Contractor 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. Contractor will submit for Board meetings a monthly inspection checklist detailing the inspections, in a form approved by the Board. In addition, Contractor will email a report of any non-routine items to the General Manager on a once weekly basis.

(c) Supply Distribution and Maintenance. Contractor will maintain and distribute supplies for the park and recreational facilities, such as trash bags and waste bags for dog stations.

(d) Restrooms. Contractor 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. Contractor 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. Contractor will notify the

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General Manager as soon as practical via email if the restrooms are fund in an unsanitary condition.

(e) Routine Maintenance and Repair. Contractor will provide, through employees of Contractor, 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 and repair will be invoiced separately and shall be in addition to the costs of Park Services included in the Contract.

(f) Nonroutine Maintenance and Repair Notification. Contractor 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.

(g) Nonroutine Maintenance and Repair Work. Subject to prior Board approval, Contractor will arrange and coordinate all nonroutine maintenance and repair work required in connection with the District's park and recreational facilities, including any park clean-up activities after holiday or other special park events. The cost for materials relating to nonroutine maintenance and repair will be invoiced separately and shall be in addition to the costs of Park Services included in the Contract.

(h) Lighting. Contractor will monitor the functioning of all park and recreational facility lighting, including park, pavilion, and parking area lighting. Contractor will coordinate all necessary repairs and the setting of automatic timers as directed by the Board or the General Manager. The cost for materials relating to any lighting repair or replacement will be invoiced separately and shall be in addition to the costs of Park Services included in the Contract.

7. ~~6.~~ Insurance.

(a) Limits. 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:

- | | | |
|----|--|--|
| 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. | Excess/Umbrella Liability (above the actual amounts carried by Contractor for the policies described in (1) (with respect to Employer's Liability), (2), and (3) | \$1,000,000 (per occurrence) |

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above)

5. Cyber Liability \$1,000,000 (per occurrence)

(b) Contractor's Commercial General Liability. 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).

(c) Coverage for Personnel. The insurance required above must cover services performed by all personnel of Contractor, including independent contractors.

(d) 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 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.

(e) Employee Dishonesty. If the District suffers a loss by reason of Contractor's employee's (including an independent contractor's) dishonesty, Contractor 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 Contractor's Commercial Crime insurance policy, Contractor 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.

(f) Contractor'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 Contractor under this Contract or with respect to the services provided by Contractor pursuant to this Contract.

8. ~~7.~~ Indemnity. As a material part of the consideration for this contract, CONTRACTOR AGREES TO WHOLLY INDEMNIFY, DEFEND AND HOLD HARMLESS THE DISTRICT FROM all claims, losses, expenses, and liabilities, including reasonable attorneys' fees (collectively, "Losses"), ARISING FROM OR RELATING TO THE SERVICES TO BE PERFORMED BY 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, and any noncompetition, employment, or other similar agreement affecting Contractor's personnel. 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 CONTRACTOR'S EMPLOYEES AGAINST THE DISTRICT.

9. ~~8.~~ Miscellaneous.

(a) Assignment. Neither the District nor Contractor may assign this Contract without receiving the prior written consent of the other party.

(b) Notices. All notices given hereunder must be in writing and must 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 the address to which any notice is to be addressed by giving written notice to the other party of the change. Any time limitation provided for in this Contract will commence with the date that the party actually receives the written notice, and the date of postmark of any return receipt indicating the date of delivery of a notice to the addressee will be conclusive evidence of receipt.

(c) Amendments. No amendment to this Contract will be binding upon the District or Contractor unless made in writing, approved by the Board of the District or its authorized committee, and signed by both Contractor and the District. An electronic communication will not be sufficient to constitute an amendment to this Contract.

(d) Applicable Law, Place of Performance. This Contract will be construed under the laws of the State of Texas. All of the obligations contained in this Contract are performable in Williamson County, Texas.

(e) Status as Independent Contractor; Personnel. Contractor is retained as and will continue in the capacity of an independent contractor. Contractor will be responsible for hiring and compensating the General Manager and any other 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.

(f) Subcontracting. Contractor may not subcontract any services performed under this Contract without the prior written approval of the District. All subcontractors retained by Contractor must possess the experience, qualifications, and skills to perform the tasks assigned to them and be licensed or certified if required for the task to be performed and if licensing certification is standard practice in the industry. Any subcontractor retained by Contractor must be covered by Contractor's insurance and will be included in and covered by Contractor's indemnity set forth in Section 7. Any contractor retained by Contractor on behalf of the District that will not be a subcontractor of Contractor must enter into a separate written contract with the District, on terms acceptable to the District. Contractor will be responsible for the quality and timeliness of all services subcontracted by Contractor. No surcharges, supervisory fees, or inspection fees may be assessed by Contractor as a result of subcontracted services.

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(g) District Policies. Contractor is aware of and Contractor and General Manager will comply with all applicable District policies, including the District’s Code of Ethics, Travel and Professional Services Policy.

(h) 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 this 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 the Contractor executes and submits this the Contract to the District. Form 1295s are available at on the TEC’s website at <https://www.ethics.state.tx.us/filinginfo/1295/>. This 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.**

(i) 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 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 the Contract to the District or within seven days of becoming aware of a matter that requires disclosure under Chapter 176, whichever is applicable.

(j) 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 the Contract, neither Contractor, nor any wholly owned subsidiary, 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 this Contract. the Contract, or are companies that are identified on a list prepared and maintained by the Texas Comptroller of Public Accounts (the “Comptroller”) described in Subchapter B of Chapter 808 of the Texas Government Code and posted on the Comptroller’s internet website at:

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

(+) The foregoing verification is made solely to comply with Section 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.

(k) 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

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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/does/sudan-list.pdf>~~, <https://comptroller.texas.gov/purchasing/publications/divestment.php>

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

(l) 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, 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 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.

(m) ~~(l)~~-Verification Under Chapter ~~2274~~2276, Texas Government Code, Relating to Contracts With Companies Boycotting Certain Energy Companies. If required under Chapter ~~2274~~2276 of the Texas Government Code (as amended, "Chapter ~~2274~~2276"), 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 exists to make a profit, boycott energy companies or will boycott energy companies during the term of the Contract—, or are companies that are identified on a list prepared and maintained by the Texas Comptroller of Public Accounts (the "Comptroller") described in Subchapter B of Chapter 809 of the Texas Government Code and posted on the Comptroller's internet website at:

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

The foregoing verification is made solely to comply with Chapter ~~2274~~2276. As used in the foregoing verification, "boycott energy companies" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (1) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law or (2) does business with a company described in the preceding section (1).

~~(m) 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 Contract,~~

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~~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 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.~~

(n) 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.

(o) 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.

(p) 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 nonprevailing party (including reasonable attorney’s fees in accordance with Section 271.159, Texas Local Government Code).

(q) Counterparts. This Contract may be executed in one or more counterparts, all of which will be considered one and the same agreement and will become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart.

(r) 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 the respective party.

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(s) Entire Agreement. This Contract constitutes the entire agreement of the parties regarding general management services and supersedes all prior agreements and understandings, whether written or oral, between Contractor and the District regarding general management services and park management services.

* * *

signature pages follow

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**COUNTERPART SIGNATURE PAGE TO
SECOND AMENDED AND RESTATED GENERAL MANAGEMENT AND PARK
SERVICES AGREEMENT**

**BLOCK HOUSE MUNICIPAL UTILITY
DISTRICT**

By: _____
Ursula Logan, President
Board of Directors

Date: _____

Address: P.O. Box 129
Leander, Texas 78646

ATTEST:

Robert Young, Secretary
Board of Directors

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**COUNTERPART SIGNATURE PAGE TO
SECOND AMENDED AND RESTATED GENERAL MANAGEMENT AND PARK
SERVICES AGREEMENT**

CROSSROADS UTILITY SERVICES, LLC,
a Texas limited liability company

By: _____

Printed Name: _____

Title: _____

Date: _____

Address: 2601 Forest Creek Drive
 Round Rock, Texas 78665

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Summary report:	
Litera Compare for Word 11.5.0.74 Document comparison done on 3/27/2024 10:23:46 AM	
Style name: AB Austin	
Intelligent Table Comparison: Active	
Original DMS: nd://4871-0643-2126/1/Second Amended and Restated General Management Services Agreement.doc	
Description: Second Amended and Restated General Management Services Agreement	
Modified DMS: nd://4871-0643-2126/2/Second Amended and Restated General Management Services Agreement.doc	
Description: Second Amended and Restated General Management Services Agreement	
Changes:	
Add	85
Delete	55
Move From	9
Move To	9
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:	158