

ARMBRUST & BROWN, PLLC

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MEMORANDUM

TO: Board of Directors -
Block House Municipal Utility District

FROM: Denise L. Motal
Legal Assistant

DATE: January 6, 2022

RE: Block House Municipal Utility District -
January 12, 2022 Special Meeting

Enclosed please find the agenda and support materials for the special meeting of the Board of Directors of Block House Municipal Utility District scheduled for Wednesday, January 12, 2022, at 6:30 p.m., at 2600 Block House Drive South, Leander, Texas.

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

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

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

Jay Howard (Texas Disposal Systems, Inc.)*
Ja-Mar Prince (Texas Disposal Systems, Inc.)*
Barbara Graves (Texas Disposal Systems, Inc.)*
Chris Swedlund (McCall Gibson Swedlund Barfoot PLLC)*
Brian Toldan (McCall Gibson Swedlund Barfoot PLLC)*
Jan Gibson (McCall Gibson Swedlund Barfoot PLLC)*
Ashlee Martin (McCall Gibson Swedlund Barfoot PLLC)*
Tom Davis (Lifeguard 4 Hire, L.L.C.)*
Sandy Martin (BHC Owners Association)*
David Johnson (Tidal Waves Swim Team)*

*AGENDA ONLY (via email)

BLOCK HOUSE MUNICIPAL UTILITY DISTRICT

January 12, 2022

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

Notice is hereby given that the Board of Directors of Block House Municipal Utility District will hold a special meeting at **6:30 p.m.** on **Wednesday, January 12, 2022**, at 2600 Block House Drive South, Leander, Texas. The following matters may be considered and acted upon at the meeting:

PLEASE NOTE: Public comments will be accepted only during designated portions of the Board meeting. Comments from the floor will not be accepted during the business portion of the Board meeting. Citizens wishing to address the Board must complete the citizens' communication form provided at the entrance to the meeting room, so they may be recognized to speak.

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

Board member announcements and agenda prioritization requests may be considered at the beginning of the meeting.

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

<u>AGENDA</u>	<u>ANTICIPATED ACTION</u>
GENERAL	
1. Citizens' communications;	Informational
DISCUSSION / ACTION ITEMS	
2. Ratify proposal from DigDug Construction for modification and reinstallation of fence at Bike Trails (PEC Easement);	Decision
3. Consultant evaluation – Community Association Management;	Informational
4. Restrictive covenant enforcement;	Informational
5. Consultant evaluation – General Manager, including review of General Management Services Agreement;	Decision
6. Review of Meeting Notes, including discussion to remove Meeting Notes from agenda;	Action
7. Future Board meetings/agenda items.	Informational

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

gifts and donations (Section 551.073); discussing personnel matters (Section 551.074); discussing security personnel or devices or security audits (Section 551.076); and discussing information technology security practices (Section 551.089). If the Board of Directors determines to go into executive session to discuss any item on this agenda, the presiding officer will announce that an executive session will be held and will identify the item to be discussed and the provision of the Open Meetings Act that authorizes the closed or executive session.

(SEAL)



Attorney for the District

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



CONSTRUCTION PROPOSAL

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

SUBMITTED TO: Crossroads Utility Services, LLC

PHONE: 512.246.5902

DATE : 12.15.21

ATTENTION: Lisa Torres

CUSTOMER: Crossroads Utility Services, LLC

PROJECT NAME: Block House Creek - PEC Fence
JOB ADDRESS: Block House Dr & Molson Lake Dr
CITY,STATE,ZIP: Cedar Park, 78641

ADDRESS: 2601 Forest Creek Dr
CITY,STATE,ZIP: Round Rock, Texas 78665
EMAIL: ltorres@crossroadsus.com

All items bid include labor, equipment, and materials in the scope of work, unless otherwise noted.				
Description	Quantity	UOM	Unit Price	Price
Fence Removal: Cut and remove 1 post, and 4 cross members. Weld / attach 2 eyelets for chain(not included).	1	LS	\$ 1,050.00	\$ 1,050.00
Fence Reinstallation: Reinstall fence to original condition.	1	LS	\$ 1,050.00	\$ 1,050.00
Exclusions: Permits, testing, barricades, traffic control, Reflective tape, attaching signage, chain, painting				

****PLUS APPLICABLE SALES TAX****

Total: \$ 2,100.00

TERMS AND CONDITIONS:

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

Scott Hawkins - Estimator / Project Manager 512.635.2168
Shawkins@digdugconstruction.com

Print Name: _____

Date: _____

Signature: _____

Title: _____

Our Services Include:

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

GENERAL MANAGEMENT SERVICES AGREEMENT

This GENERAL MANAGEMENT SERVICES AGREEMENT (this "Contract") is entered into effective October 1, 2021 (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

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.

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 October 1, 2021 and end on September 30, 2022.

(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 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 in this Contract, Contractor will receive the sum of \$13,200 per month. 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 February 1, 2022 is mutually beneficial for all parties and agree to engage in such a review.

5. Basic Duties and Responsibilities of Contractor. The following Basic Services will be provided to the District by Contractor for the compensation specified in Section 3.

(a) Administration.

(i) Representative. Contractor's primary representative in connection with Contractor's services to the District under this Contract will be Jacquelyn Smith (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 coordinate Contractor's services), the General Manager will not be replaced without the approval of the Board. Lisa Torres and Andrew Hunt are pre-approved as temporary or permanent replacements for the designated General Manager. The General Manager will be present at the Walker House for an adequate amount of time each week to accomplish the services specified in this Section, up to 20 hours per week. Initially, the General Manager will be present at the Walker House Monday through Friday, except on holidays, at times between the hours of 7:00 a.m. and 6:00 p.m., for a total of up to 20 hours per week; however, this schedule may be adjusted upon mutual written agreement of the District and Contractor. Contractor will provide the District with a list of Contractor's observed holidays on or before October 15, 2022, and on or before January 1, 2022.

(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 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, 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.

(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) 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.
- (2) 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.
- (3) 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.

(4) 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.

(5) 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.

(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. Additional pages as requested by the Board or its designated committee will be prepared at a cost of \$250 per page.

- (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 two social media sites (Facebook 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 expected

that the District will have a new website in 2020 with a revised site map. 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. Additional webpage development in excess of the existing scope of the revised site map for the new website will be billed hourly at \$100 per hour and must be approved in advance by the Board. An estimate of these additional services will be provided to the Board or designated subcommittee for approval prior to implementing any work.

(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. Additional services 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;
- (2) Special print or mail projects, including invitations, brochures, resident packets, postcards;
- (3) Special web development services, including additional web pages; and
- (4) Special surveys above and beyond the base scope.

(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 be present at the Walker House for an adequate amount of time each week to accomplish the services specified in this Section for a total of 28 hours per week. The On-Site Staff Person will be present at the Walker House Mondays through Fridays sometime between the hours of 7:00 a.m. and 6:00 p.m. for a total of 28 hours per week. 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);
- (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. 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 Liability | Compensation/Employer's | 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) above) | | \$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.

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.

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.

(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 Contract, and electronically file it with the Texas Ethics Commission ("TEC"); and 2) submit the signed Form 1295, including the certification of filing number of the Form 1295 with the TEC, to the District at the same time the Contractor executes and submits this Contract to the District. Form 1295s are available at the TEC's website at <https://www.ethics.state.tx.us/filinginfo/1295/>. This Contract is not effective until the requirements listed above are satisfied and any approval or award of 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 CIQ promulgated by the TEC, which is available on the TEC's website at <https://www.ethics.state.tx.us/forms/conflict/>, within seven days of the date of submitting this Contract to the District or within seven days of becoming aware of a matter that requires disclosure under Chapter 176, whichever is applicable.

(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 Contract, neither Contractor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of Contractor that exist to make a profit, boycott Israel or will boycott Israel during the term of this Contract. The foregoing verification is made solely to comply with Section 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 exist to make a profit, are companies identified on a list prepared and maintained by the Texas Comptroller of Public Accounts (the "Comptroller") described within Subchapter F and posted on the Comptroller's internet website at:

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

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

(l) Verification Under Chapter 2274, Texas Government Code, Relating to Contracts With Companies Boycotting Certain Energy Companies. If required under Chapter 2274 of the Texas Government Code (as amended, "Chapter 2274"), Contractor represents and warrants that, at the time of execution and delivery of the 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. The foregoing verification is made solely to comply with Chapter 2274. As used in the foregoing verification, "boycott energy companies" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (1) engages in the exploration, production, utilization,

transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law or (2) does business with a company described in the preceding section (1).

(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, 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.


(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.

* * *

signature pages follow

**COUNTERPART SIGNATURE PAGE TO
GENERAL MANAGEMENT SERVICES AGREEMENT**

**BLOCK HOUSE MUNICIPAL UTILITY
DISTRICT**

By: 
Cecilia Roberts, President
Board of Directors

Date: 9-22-21

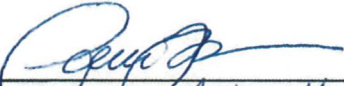
Address: P.O. Box 129
Leander, Texas 78646

ATTEST:


Byron Koenig, Secretary
Board of Directors

**COUNTERPART SIGNATURE PAGE TO
GENERAL MANAGEMENT SERVICES AGREEMENT**

**CROSSROADS UTILITY SERVICES, LLC, a
Texas limited liability company**

By: 
Printed Name: Andrew Hunt
Title: Executive Vice President

Date: 11/10/21

Address: 2601 Forest Creek Drive
Round Rock, Texas 78665