

# ARMBRUST & BROWN, PLLC

ATTORNEYS AND COUNSELORS

100 CONGRESS AVENUE, SUITE 1300  
AUSTIN, TEXAS 78701-2744  
512-435-2300

FACSIMILE 512-435-2360

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

## MEMORANDUM

TO: Board of Directors -  
Block House Municipal Utility District

FROM: Denise L. Motal  
Legal Assistant

DATE: June 2, 2022

RE: Block House Municipal Utility District -  
June 8, 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, June 8, 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.

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**

**June 8, 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, June 8, 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.*

<b><u>AGENDA</u></b>	
<b>GENERAL</b>	
1.	Citizens’ communications;
<b>CONSENT ITEMS</b> <i>(These items may be approved collectively or individually. Any of these items may be pulled for discussion upon the request of any Board member.)</i>	
2.	Minutes of May 11, 2022 special meeting;
<b>DISCUSSION / ACTION ITEMS</b>	
3.	Reorganization of subcommittees;
4.	Agreement with Leander Independent School District Regarding Use of Apache Pool (expires May 31, 2022);
5.	Homestead exemption, including:
(a)	Resolution Adopting an Exemption from Taxation of a Portion of the Appraised Value of Residential Homesteads [standard homestead exemption];
(b)	Resolution Adopting an Exemption from Taxation of a Portion of the Appraised Value of Residential Homesteads [disabled or 65 or older exemption];

6. Future Board meetings/agenda items.

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

(SEAL)



\_\_\_\_\_  
Attorney for the District

\*\*\*\*\*

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

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

May 11, 2022

THE STATE OF TEXAS                   §  
  §  
COUNTY OF WILLIAMSON           §

A special meeting of the Board of Directors of Block House Municipal Utility District was held on May 11, 2022, at 2600 Block House Drive South, Leander, Texas.. The meeting was open to the public and notice was given as required by the Texas Open Meetings Act. A copy of the Certificate of Posting of the Notice is attached as **Exhibit “A”**.

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

Cecilia A. Roberts	-	President
Steve Bennett	-	Vice President
Byron Koenig	-	Secretary
Stuart McMullen	-	Assistant Secretary
Ursula Logan	-	Treasurer

All of the Directors were present, thus constituting a quorum. Also present at the meeting were: Deputy Boggs of the Williamson County Sheriff's Office; David Gray of Gray Engineering; Trent Rush of Hitchcock Design Group; Michelle Peters, a resident of the District; and Sean Abbott of Armbrust & Brown, PLLC ("A&B").

Director Roberts called the meeting to order at 6:30 p.m. and welcomed those present. She announced that public comments were taken during designated portions of the meeting only and asked that anyone who wished to address the Board complete a Community Comment form. Following the Pledge of Allegiance to the U.S. flag, the Board and those present at the meeting observed a moment of silence or prayer.

Director Roberts then stated that the Board would receive citizens' communications and recognized Ms. Peters. Ms. Peters stated that she had concerns about the proposed improvements to Tumlinson Park and that she thought that Tumlinson Park already had enough amenities. She added that she would like to see upgrades undertaken on existing amenities, such as the Tumlinson playscape or the Community Gardens. She noted that she had children and that there were a lot of bad drivers in the District, which led to her having concerns about the addition of an additional parking area in Tumlinson Park. She concluded by stating that she did not want to see the integrity of Tumlinson Park compromised.

Director Roberts stated that the Board would next discuss the proposal from G & R Surveying, LLC ("G & R") for professional land surveying services for the District's parks attached as **Exhibit “B”** (the "Proposal"). Mr. Gray reminded the Board that they had approved two of the six projects included in the Proposal at their previous meeting. He noted that there was an "initial project set-up" cost included in the Proposal and stated that G & R was willing to cut the cost in half if the District only wanted to undertake two of the six proposed projects. He also noted that the Board may want to consider committing to the entirety of the Proposal. He added that it would be beneficial for the District to have the proposed surveys on file. After discussion, upon

motion by Director Bennett and second by Director Koenig, the Board voted unanimously to approve the Proposal and directed Mr. Abbott to prepare a contract for the proposed work.

Director Roberts then stated that the Board would review the Parks Master Plan, a copy of which is attached as **Exhibit “C”**, and recognized Mr. Rush. Mr. Rush confirmed that he had received written feedback and comments from each Board member regarding the proposed park facilities for consideration in each District park. He then reminded the Board that the Parks Master Plan was a programming document to be used as a road map. Director Logan agreed and reminded the Board that the District would not have to undertake construction of any of the facilities proposed in the Parks Master Plan. Mr. Rush confirmed that he would take feedback from the Board and then generate a “final” Parks Master Plan, which would be presented at a future meeting. He then provided a high-level review of the comments received for each park and noted that granular discussion would occur for each park. After providing the high-level review of the comments received, Mr. Rush guided the Board through comments on each park facility and solicited input and comments from the Board.

Following the discussion of each park facility, Mr. Gray then provided a timeline of pending issues relating to park improvements, including the prioritization of park projects to be included in the Parks Master Plan, a review of cost estimates, and considerations relating to the submission of a bond application to the Texas Commission on Environmental Quality (“TCEQ”). He confirmed that the Parks Master Plan would provide cost estimates to utilize in the District’s bond application and that the Board would need to decide which project(s) should be included in the bond application. He reminded the Board that soft costs and interest rates would also need to be considered in the overall cost considerations relating to the park bonds. He added that TCEQ typically would not approve a project that did not have a construction plan and that it was possible that bond funds would need to be escrowed after TCEQ approval. He also stated that the Board may be able to consider the use of surplus operating funds to undertake the construction of facilities included in the Parks Master Plan.

Director Roberts stated that the Board would next discuss the Board’s future meeting schedule and agenda items. Mr. Abbott confirmed that the next regular scheduled Board meeting was to occur on May 25, 2022.

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

\* \* \*

[SIGNATURE PAGE TO May 11, 2022 SPECIAL MEETING MINUTES]

(SEAL)

---

Byron Koenig, Secretary  
Board of Directors

Date: \_\_\_\_\_



**AGREEMENT WITH LEANDER INDEPENDENT SCHOOL DISTRICT  
REGARDING USE OF APACHE POOL**

THE STATE OF TEXAS                   §  
  §  
COUNTY OF WILLIAMSON           §

This Amended and Restated Agreement Regarding Use of Apache Pool (this “Agreement”) is entered into effective June 1, ~~2017~~2022, between Block House Municipal Utility District (“Block House MUD”) and Leander Independent School District (“LISD”), both political subdivisions of the State of Texas.

RECITALS

Block House MUD is a municipal utility district, created and operating under Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 54 of the Texas Water Code. Block House MUD has the authority, under Section 54.773 of the Texas Water Code, to provide parks and recreational facilities.

LISD is an independent school district and, among other services, sponsors and provides opportunities for high school-level competitive swimming. LISD’s Leander High School swim team (the “Swim Team”) requires a year-round, heated swimming pool facility for swimming practice sessions and swim meets.

Block House MUD owns and operates a year-round, heated swimming pool facility in Apache Park, at 3100 Block House Drive, Leander, Texas, known as Apache Pool (the “Pool”).

In order to increase the public benefit of the Pool, Block House MUD and LISD previously entered into an agreement dated effective as of ~~October~~June, 1, ~~2012-2017~~ (as amended, the “~~2012-2017 Agreement~~”) setting forth the terms on which Block House MUD would provide the Swim Team with access to the Pool for swim practice and LISD would compensate Block House MUD for such use.

The parties desire to enter into this Agreement to document their agreements regarding use of the pool and compensation for such use. This Agreement supersedes, in its entirety, the ~~2012-2017~~ Agreement.

AGREEMENT

For and in consideration of the mutual promises, benefits, and obligations hereinafter set forth, Block House MUD and LISD agree as follows:

Section 1:       Agreements.

1.1.       Term. Subject to the other provisions of this Agreement, the term of this Agreement will be from June 1, ~~2017~~2022 until May 31, ~~2022-2027~~ (the “Term”).

1.2.       Use by LISD. LISD will have the right to use the Pool for Swim Team practices and meets as provided in this Agreement during each regular school year during the Term. Each school year will be deemed to begin on August 1<sup>st</sup> and continue through May 31<sup>st</sup> of the following year. The approved schedule for the ~~2017-2018~~2022-2023 school

year is attached as **Exhibit “A”**. For each subsequent school year, LISD will submit a proposed schedule for the Swim Team’s use of the Pool for that school year (the “*Schedule*”) to the District’s general manager on or before July 1st for the following school year. The Schedule will be subject to approval by Block House MUD’s Board of Directors (the “*Board*”) or its designee and Block House MUD will notify LISD of any changes that may be required based on the Pool’s availability. The parties will use good faith efforts to finalize the schedule by August 1st of each year. The Schedule will provide for a maximum of 17 hours per week of Swim Team practice and a maximum of eight swim meets per school year. If LISD requests approval for use of the Pool by the Swim Team for a period not included in the Schedule, for a use not contemplated by this Agreement, or for hours or periods in excess of those provided for in this Agreement, LISD must submit a written request for such use to Block House MUD at least 10 days before the date of the requested period of use. Approval of any such request will be at Block House MUD’s sole discretion and may be subject to an additional charge.

1.3. Terms of Use.

a. No groups or individuals other than the Swim Team may use the Pool during the periods that the Pool is reserved for use by LISD for swim practice without the prior approval of the Board or its designee.

b. LISD acknowledges that one key to the Pool has been issued to the coach of the Swim Team (the “*Coach*”). LISD agrees that all opening and closing procedures at the Pool will be supervised by the Coach.

c. LISD agrees that its employees, students, and invitees will comply with all rules and regulations applicable to use of the Pool and will comply with the pool opening and closing procedures established by Block House MUD, including replacing and securely fastening the pool cover on the Pool after each period of use when the pool heaters are in operation. LISD agrees that its employees, students, and invitees will leave the Pool and all Pool equipment and facilities in a neat, clean and orderly condition after each period of use.

d. If LISD’s employees, students or invitees fail to comply with the opening and closing procedures, fail to replace and fasten the pool cover on the Pool, or fail to leave the Pool and related equipment and facilities in a neat and clean condition, LISD agrees to pay Block House MUD for increased utility and personnel costs. LISD further agrees that it will be responsible for any damage or increased costs that result from misuse, failure to comply with Block House MUD’s rules and policies, or vandalism by LISD’s employees, students, and invitees during the Swim Team’s periods of use of the Pool. If Block House MUD is required to clean the Pool or other facilities, such as the dressing areas or restrooms, as a result of LISD’s employees’, students’, or invitees’ failure to do so after any period of use, LISD agrees to pay Block House MUD for cleaning costs. Any sums coming due under this subsection will be due and payable within 30 days after the date of delivery of the invoice to LISD for the fees in question.

e. LISD may only store equipment and supplies at the Pool if such storage is approved in advance by the Board or its designee. Any equipment or supplies that LISD is authorized to store at the Pool must be placed in storage areas designated by Block House MUD’s general manager, and such storage will be at LISD’s sole risk. Block House MUD will have no liability for any loss of or

damage to LISD's supplies and equipment used or stored at the Pool. LISD agrees to bear the sole risk of loss of these items, and to obtain any insurance that it requires to protect its interests. At the end of the Term, LISD will promptly remove all of its property, equipment and supplies from the Pool storage areas, and leave the Pool and storage areas in a neat, clean and orderly condition.

f. LISD agrees that Block House MUD's pool manager is authorized to close the Pool due to inclement weather or other safety considerations, and that its employees, students and invitees will comply with any Pool closure implemented under this authority.

g. LISD agrees to perform and record water chemistry tests at the Pool at the beginning of each Pool use and at least once every hour thereafter during times of Pool use by LISD, including all practices and/or competitions, and will keep a written record of all such tests. LISD shall undertake testing in accordance with the following standards: pH between 7.2 and 7.8; total alkalinity between 80 and 120; free chlorine residual between 1.0 and 3.0 ppm; and chlorine stabilizer less than 100 ppm. LISD will provide copies of written test results to Block House MUD, upon request. Further, LISD will provide timely notice to both the Pool contractor and General Manager of Block House MUD if any tests are conducted that reveal deviations from the proper chemical levels noted herein. Chemistry tests at the Pool will only be conducted by members of the LISD coaching staff or administration or by a representative of Block House MUD.

1.4. Utilities, Chemicals, and Maintenance. Block House MUD agrees to provide all utilities, chemicals and maintenance necessary for normal operations of the Pool.

1.5. Coaching Staff; Liability; COVID-19; Insurance. LISD agrees to provide all coaches and other supervisory personnel required by law or necessary for the safety of its students and invitees during the Swim Team's periods of use of the Pool, and will assume all liability under applicable Texas law for any personal injury or loss occurring during the Swim Team's use of the Pool. LISD agrees that it will obtain and provide to Block House MUD a release, in a form approved by the Board, from each employee, student and invitee who will utilize the Pool or enter onto the Pool premises under the terms of this Agreement, as well as each minor student's or minor invitee's parents or guardians.

To the extent that Williamson County, the City of Cedar Park, the State of Texas, or any other governmental or regulatory authority imposes any regulations relating to COVID-19 that would affect LISD's use of Apache Pool, LISD agrees to comply with such regulations.

LISD agrees to obtain and maintain in effect at all times during the Term liability insurance in the minimum amount of \$1,000,000 to cover any claims against LISD or Block House MUD arising out of LISD's use of the Pool under this Agreement, and to provide proof of this insurance to Block House MUD. This insurance must list Block House MUD as an additional insured, and provide that it may not be canceled without at least 30 days' written notice to Block House MUD.

1.6. Consideration.

a. In consideration of being permitted to use the Pool during the time periods provided in each Schedule during the Term, LISD agrees to pay to Block

House MUD the sum of \$8,000 per school year (the “*Pool Fee*”) for each year of the Term, or a total of \$40,000 (the “*Total Pool Fee*”), with payment for the ~~2017-2018~~ 2022-2023 school year being due on or before July 31, ~~2017~~2022, and each subsequent payment being due on or before June 30 of each subsequent year. The Total Pool Fee will, except for any operating cost adjustment that may become payable under Section 1.6(b), and additional charges that may become due under Section 1.2 or Section 1.3, be full compensation to Block House MUD for LISD’s use of the Pool during the Term.

(b) Notwithstanding Section 1.6(a), if Block House MUD’s operating and maintenance expenses for the Pool during any school year (August 1 through May 31) during the Term increase by 10% or more over the operating expenses during the ~~2017-2018~~ 2022-2023 school year, Block House MUD will be entitled to and LISD agrees to pay an additional sum for each year of the remainder of the Term in order to compensate Block House MUD for the additional cost of providing the functions and services contemplated by this Agreement. Any such additional payment will be due and payable to Block House MUD within 30 days after Block House MUD submits to LISD an invoice detailing the costs of operations and maintenance of the Pool during the ~~2017-2018~~ 2022-2023 school year and the increased operating and maintenance costs. For purposes of this subsection, operating and maintenance costs will specifically exclude capital costs.

Section 2: Funding. All payments made by either LISD or Block House MUD under this Agreement will be made from current revenues available to the paying party.

Section 3: Default. If either party defaults in its obligations under this Agreement, the other party may give written notice to the defaulting party of the default. If the defaulting party does not cure the default within 30 days of delivery of this notice, the non-defaulting party may terminate this Agreement or pursue any other remedies available to the defaulting party at law or in equity.

Section 4: Termination.

4.1. Termination, Generally. This Agreement will be effective for the Term, as provided in Section 1.1 above, unless it is sooner terminated under Section 3 of this Agreement or by mutual agreement of the parties. At the end of the Term, or upon earlier termination of this Agreement for any reason, LISD will promptly (i) return the key to the Pool to Block House MUD’s general manager and (ii) remove all of LISD’s property, equipment, and supplies from the Pool.

4.2. Termination Due to Default. If LISD terminates this Agreement as a result of default by Block House MUD as permitted by Section 3, or if Block House MUD terminates this Agreement (except as a result of a default by LISD as permitted by Section 3), the Total Pool Fee will be prorated in accordance with the formula outlined in Subsection 4.4, below, and the amount of the Total Pool Fee attributable to the remaining portion of the Term will be refunded by Block House MUD to LISD on or before 30 days after the date of such termination. If LISD terminates this Agreement for any reason other than a default by Block House MUD, or if Block House MUD terminates this Agreement as a result of a default by LISD, no portion of the Total Pool Fee will be refundable.

4.3. Remedies for Lack of Access. If LISD is prevented from accessing the Pool, as a result of circumstances beyond its control, for more than seven successive

calendar days during which LISD is entitled to use the Pool, LISD shall provide written notice to Block House MUD, specifically identifying the dates and cause of the lack of access. If the lack of access is due to Block House MUD's action or default under this Agreement, Block House MUD shall have 10 days from the date of receipt of such notice to remedy the situation that is preventing LISD's access. If LISD's lack of access is the result of an event of force majeure, as defined in Section 4.64.5, or due to actions of a third party outside the control of either LISD or Block House MUD, and Block House MUD is unable to remedy the cause and provide access to LISD within 30 calendar days of receipt of LISD's written notice, LISD will be entitled, at its option and as its sole and exclusive remedy, to either: (1) terminate this Agreement and receive a refund of a prorated portion of the Total Pool Fee in accordance with the formula outlined in Subsection 4.4; or (2) continue this Agreement and elect to receive, at LISD's option, either (a) a refund of the prorata portion of the Total Pool Fee allocable to the time period during which it was prevented from accessing the Pool, calculated in accordance with Subsection 4.4, or (b) an extension of the Term for a period equal to the number of days during which it was prevented from accessing the Pool. LISD must make any election under this Subsection by giving written notice to Block House MUD within 45 days of the date of LISD's initial notice of lack of access and, if no such notice is given, LISD will be deemed to have elected to continue this Agreement and receive an extension of the Term under (2)(b), above. The foregoing notwithstanding, if the lack of access is the result of the Pool being closed for a repair, LISD's only remedy will be to continue this Agreement and receive a refund of the prorata portion of the Total Pool Fee allocable to the time period the Pool was closed for repair.

4.4. Formula for Proration of Total Pool Fee. For the purpose of determining any proration of the Total Pool Fee, each month will be deemed to include 30 calendar days and the Total Pool Fee will be deemed to be allocated, on a prorata basis, over 60 months, for a monthly proration amount of \$666.66. For purposes of illustration, if this Agreement is terminated by Block House MUD under Section 4.2 on the 15th day of the 40th month of the Term, the prorata portion of the Total Pool Fee that would be refundable by Block House MUD to LISD would be determined as follows:

$$60 - 39.5 = 20.5$$

$$20.5 \times 666.66 = \$13,666.53$$

4.5. Force Majeure. If either party is rendered unable by force majeure to carry out any of its obligations under this Agreement, then the obligations of that party, to the extent affected by the force majeure, will be suspended during the continuance of the inability, provided that due diligence is exercised to resume performance at the earliest practical time. As soon as reasonably possible after the occurrence of the force majeure relied upon to suspend performance, the party whose contractual obligations are affected thereby must give notice and the full particulars of the force majeure to the other party and the cause, as far as possible, must be remedied with all reasonable diligence.

The term "force majeure" includes acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, incidents of terrorism, orders of the government of the United States or the State of Texas or any civil or military authority other than LISD and Block House MUD, insurrections, riots, epidemics, pandemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and civil disturbances, explosions, breakage, or accidents to equipment, partial or complete failure of water supply and any other incapacities of either party, whether similar to those enumerated or otherwise, that are not within the control of the party claiming the inability and that could not

have been avoided by the exercise of due diligence and care. The settlement of strikes and lockouts will be entirely within the discretion of the party having the difficulty and the requirement that any force majeure be remedied with reasonable dispatch will not require the settlement of strikes and lockouts by acceding to the demands of the opposing party if the settlement is unfavorable, in the judgment of the party having the difficulty.

Section 5: Miscellaneous.

5.1. Entire Agreement; Amendments. This Agreement contains the entire agreement of the parties respecting the subject matter, and supersedes all prior understandings and agreements. This Agreement may not be modified except by written agreement executed by both parties.

5.2. Authority. Each individual executing this Agreement represents that he or she has all necessary authority to execute this Agreement and to bind the entity on whose behalf he or she is signing.

5.3. Severability. If any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, it is the intention of the parties that the remainder of this Agreement not be affected thereby, and that, in lieu of each illegal, invalid, or unenforceable provision, a provision as similar in terms to the illegal, invalid, or unenforceable provision as is possible, and is legal, valid, and enforceable be added to this Agreement.

5.4. No Third-Party Beneficiaries. This Agreement is for the sole and exclusive benefit of Block House MUD and LISD, and does not confer any benefit or right upon any other party.

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

5.6. Waiver. Any failure by a party hereto to insist, or any election by a party hereto not to insist, upon strict performance by the other party of any of the provisions of this Agreement will not be deemed to be a waiver of that or any other provision, and that party has the right at any time thereafter to insist upon strict performance of the provisions of this Agreement.

5.7. Remedies Cumulative. The rights and remedies contained in this Agreement are not exclusive, but are cumulative of all other rights and remedies now or hereafter existing.

5.8. Applicable Laws. This Agreement is made in Williamson County, Texas, and will be construed in accordance with the laws and constitution of the State of Texas.

5.9. Interested Parties. [LISD 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 Block House MUD. LISD 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 Agreement, and electronically file it with the Texas Ethics Commission \("TEC"\); and 2\) submit the signed Form 1295, including the certification of filing number of the Form 1295 with the TEC, to Block House MUD at the same time the LISD executes and submits this](#)

Agreement to Block House MUD. Form 1295s are available at the TEC's website at <https://www.ethics.state.tx.us/filinginfo/1295/>. This Agreement is not effective until the requirements listed above are satisfied and any approval or award of the Agreement by Block House MUD is expressly made contingent upon LISD's compliance with these requirements. **The signed Form 1295 may be submitted to Block House MUD in an electronic format.**

5.10. Conflicts of Interest. LISD 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 Block House MUD. LISD confirms that it has reviewed Chapter 176 and, if required to do so, will complete and return FORM CIQ promulgated by the TEC, which is available on the TEC's website at <https://www.ethics.state.tx.us/forms/conflict/>, within seven days of the date of submitting this Agreement to Block House MUD or within seven days of becoming aware of a matter that requires disclosure under Chapter 176, whichever is applicable.

5.11. Verification Under Chapter 2271, Texas Government Code. If required under Chapter 2271 of the Texas Government Code (as amended, "Chapter 2271"), LISD represents and warrants that, at the time of execution and delivery of this Agreement, neither LISD, nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of LISD that exist to make a profit, boycott Israel or will boycott Israel during the term of this Agreement. 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. LISD understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with LISD.

5.12. 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"), LISD represents and warrants that, neither LISD, nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of LISD 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. LISD understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with LISD.

5.13. 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"), LISD represents and warrants that, at the time of execution and delivery of the Agreement, neither LISD, nor any wholly or majority-owned subsidiary, parent company, or affiliate of

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

5.14. 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”), LISD represents and warrants that, at the time of execution and delivery of the Agreement, neither LISD, nor any wholly or majority-owned subsidiary, parent company, or affiliate of LISD that exists to make a profit, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or will discriminate during the term of the Agreement against a firearm entity or firearm trade association. The foregoing verification is made solely to comply with Chapter 2274. As used in the foregoing verification, the terms “discriminate against a firearm entity”, “firearm entity”, and “firearm trade association” have the meanings ascribed to them in Section 2274.001, Texas Government Code.

**Section 6: Notice.** Any notice given under this Agreement must be in writing and delivered by certified mail, postage prepaid and return receipt requested, by hand delivery to the addresses shown below each party’s signature on this Agreement. Either party may change its address for notice by giving notice to the other party as provided in this Section.

IN WITNESS WHEREOF, the parties have executed this Agreement in multiple copies, each of which shall be deemed an original as of the date and year first written above.

*[Signature pages follow]*

**BLOCK HOUSE MUNICIPAL UTILITY  
DISTRICT**

Date: \_\_\_\_\_

By: \_\_\_\_\_

~~Vanessa Longoria-Carter~~ [Cecilia Roberts](#),  
President  
Board of Directors

P.O. Box 129  
Leander, Texas 78646

**LEANDER INDEPENDENT SCHOOL  
DISTRICT**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

c/o \_\_\_\_\_,  
Superintendent  
P.O. Box 218  
Leander, Texas 78646

**EXHIBIT  
“A”**

Leander High School Swimming  
Apache Blockhouse Pool Proposed Usage Schedule  
2017/2018 Season

8/28/17 - 2/23/18 (Mon to Fri): Practice Schedule

- 6:15 am 9:00 am
- 6:15 am Remove covers (if necessary) and run lane lines
- 6:30 am 8:30 am: Regular practice
- 8:30 am 9:00 am: Cover pool (if necessary), swimmers prepare for school.

9/2/17 - 10/21/17 (Saturdays only): Meet Schedule

- 6:30 am 12:00 pm
- 6:30 am Set up
- 7:00 am 8:45 am:
- Team Warm ups 9:00 am 12:00 pm: Dual Meet

2/26/18 5/25/18 (Mon/Wed/Fri): Off Season Practice Schedule

- 6:15 am 9:00 am
- 6:15 am Remove covers (if necessary) and run lane lines
- 6:30 am 8:30 am: Regular practice
- 8:30 am 9:00 am: Cover pool (if necessary), swimmers prepare for school.

**RESOLUTION ADOPTING AN EXEMPTION FROM TAXATION OF  
A PORTION OF THE APPRAISED VALUE OF RESIDENTIAL HOMESTEADS**

[standard homestead exemption]

THE STATE OF TEXAS                   §

COUNTY OF WILLIAMSON           §

WHEREAS, Block House Municipal Utility District (the “*District*”) is a political subdivision of the State of Texas, created and operating under Chapters 49 and 54, *Texas Water Code*; and

WHEREAS, under Section 11.13(n), *Texas Tax Code*, the District is authorized to adopt an exemption from taxation of a portion of the appraised value of residential homesteads;

WHEREAS, on June 28, 2017 the Board of Directors of the District (the “*Board*”) adopted a homestead exemption (the “*Original Homestead Exemption*”) and the Board now desires to amend the Original Homestead Exemption; and

WHEREAS, it is the opinion of the Board that it is in the best interest of the District and its residents that a portion of the appraised value of residential homesteads be exempted from taxation by the District;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD THAT:

**Section 1.** As used in this Resolution, “residence homestead” will have the meaning set forth in Section 11.13(j)(1), *Texas Tax Code*.

**Section 2.** An individual is entitled to an exemption from taxation by the District of 2% of the appraised value of his or her residence homestead. If this percentage exemption would produce an exemption of less than \$5,000 when applied to a particular residence homestead, the individual is entitled to an exemption of \$5,000 of the appraised value of his or her residence homestead.

**Section 3.** The exemption adopted in Section 2 hereby replaces the Original Homestead Exemption in its entirety.

**Section 4.** The Secretary of the Board is hereby directed to file a copy of this Resolution in the official records of the District, with the Williamson Central Appraisal District and with the Williamson County Tax Assessor/Collector.

- Signature page follows-

ADOPTED this \_\_\_\_ day of June, 2022.

(SEAL)

---

Cecilia Roberts, President  
Board of Directors

ATTEST:

---

Byron Koenig, Secretary  
Board of Directors

**CERTIFICATE FOR RESOLUTION**

THE STATE OF TEXAS                   §  
  §  
COUNTY OF WILLIAMSON           §

The undersigned officer of the Board of Directors (the “Board”) of Block House Municipal Utility District hereby certifies as follows:

1. The Board of Block House Municipal Utility District convened in **regular OR special** session on the \_\_\_ day of June, 2022, at 2600 Block House Drive South, Leander, Texas, and the roll was called of the duly-constituted officers and members of the Board, to wit:

- |                    |   |                     |
|--------------------|---|---------------------|
| Cecilia A. Roberts | - | President           |
| Steve Bennett      | - | Vice President      |
| Byron Koenig       | - | Secretary           |
| Stuart McMullen    | - | Assistant Secretary |
| Ursula Logan       | - | Treasurer           |

and all of said persons were present, except Director(s) \_\_\_\_\_, thus constituting a quorum. Whereupon, among other business, the following was transacted at the meeting:

RESOLUTION ADOPTING AN EXEMPTION FROM TAXATION OF  
A PORTION OF THE APPRAISED VALUE OF RESIDENTIAL HOMESTEADS

was introduced for the consideration of the Board. It was then duly moved and seconded that the Resolution Adopting an Exemption from Taxation of a Portion of the Appraised Value of Residential Homesteads (“Resolution”) be adopted, and, after due discussion, the motion, carrying with it the adoption of the Resolution, prevailed and carried by majority of the Board.

2. A true, full and correct copy of the Resolution adopted at the meeting described in the above paragraph is attached to this certificate; the Resolution has been duly recorded in the Board’s minutes of the meeting; the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the Board as indicated therein; each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid meeting and that the Resolution would be introduced and considered for adoption at the meeting, and each of the officers and members consented, in advance, to the holding of the meeting for such purpose; the meeting was open to the public as required by law; and public notice of the time, place and subject of the meeting was given as required by Chapter 551 of the Government Code, as amended, and Section 49.063 of the Texas Water Code, as amended.

SIGNED AND SEALED the \_\_\_\_ day of June, 2022.

(SEAL)

---

Byron Koenig, Secretary  
Board of Directors

THE STATE OF TEXAS                   §

COUNTY OF WILLIAMSON               §

This instrument was acknowledged before me on \_\_\_\_\_, 2022, by Byron Koenig, Secretary of the Board of Directors of Block House Municipal Utility District, on behalf of said District.

---

Notary Public Signature

(seal)

**RESOLUTION ADOPTING AN EXEMPTION FROM TAXATION OF  
A PORTION OF THE APPRAISED VALUE OF RESIDENTIAL HOMESTEADS**

**[disabled or sixty-five (65) or older exemption]**

THE STATE OF TEXAS                   §

COUNTY OF WILLIAMSON               §

WHEREAS, Block House Municipal Utility District (the "*District*") is a political subdivision of the State of Texas, created and operating under Chapters 49 and 54, *Texas Water Code*; and

WHEREAS, under Section 11.13, *Texas Tax Code*, the District is authorized to adopt an exemption from taxation of a portion of the appraised value of residential homesteads;

WHEREAS, on March 8, 1988 the Board of Directors of the District (the "*Board*") adopted a disabled or sixty-five (65) or older exemption (the "*Original Sixty-Five Plus Exemption*") and the Board now desires to amend the Original Sixty-Five Plus Exemption; and

WHEREAS, it is the opinion of the Board that it is in the best interest of the District and its residents that a portion of the appraised value of residential homesteads be exempted from taxation by the District;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD THAT:

**Section 1.** As used in this Resolution, "residence homestead" will have the meaning set forth in Section 11.13(j)(1), *Texas Tax Code*.

**Section 2.** An individual who is disabled (as defined in Section 11.13, *Texas Tax Code*) or is sixty-five (65) years of age or older is entitled to an exemption from taxation by the District of **Fifteen thousand dollars (\$15,000)** of the appraised value of his/her residence homestead.

**Section 3.** The exemption adopted in Section 2 hereby replaces the Original Sixty-Five Plus Exemption in its entirety.

**Section 4.** The Secretary of the Board is hereby directed to file a copy of this Resolution in the official records of the District, with the Williamson Central Appraisal District and with the Williamson County Tax Assessor/Collector.

*- Signature page follows-*

ADOPTED this \_\_\_\_ day of June, 2022.

(SEAL)

---

Cecilia Roberts, President  
Board of Directors

ATTEST:

---

Byron Koenig, Secretary  
Board of Directors

**CERTIFICATE FOR RESOLUTION**

THE STATE OF TEXAS                   §  
  §  
COUNTY OF WILLIAMSON           §

The undersigned officer of the Board of Directors (the “Board”) of Block House Municipal Utility District hereby certifies as follows:

1. The Board of Block House Municipal Utility District convened in **regular OR special** session on the \_\_\_ day of June, 2022, at 2600 Block House Drive South, Leander, Texas, and the roll was called of the duly-constituted officers and members of the Board, to wit:

- |                    |   |                     |
|--------------------|---|---------------------|
| Cecilia A. Roberts | - | President           |
| Steve Bennett      | - | Vice President      |
| Byron Koenig       | - | Secretary           |
| Stuart McMullen    | - | Assistant Secretary |
| Ursula Logan       | - | Treasurer           |

and all of said persons were present, except Director(s) \_\_\_\_\_, thus constituting a quorum. Whereupon, among other business, the following was transacted at the meeting:

**RESOLUTION ADOPTING AN EXEMPTION FROM TAXATION OF  
A PORTION OF THE APPRAISED VALUE OF RESIDENTIAL HOMESTEADS**

was introduced for the consideration of the Board. It was then duly moved and seconded that the Resolution Adopting an Exemption from Taxation of a Portion of the Appraised Value of Residential Homesteads (“Resolution”) be adopted, and, after due discussion, the motion, carrying with it the adoption of the Resolution, prevailed and carried by majority of the Board.

2. A true, full and correct copy of the Resolution adopted at the meeting described in the above paragraph is attached to this certificate; the Resolution has been duly recorded in the Board’s minutes of the meeting; the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the Board as indicated therein; each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid meeting and that the Resolution would be introduced and considered for adoption at the meeting, and each of the officers and members consented, in advance, to the holding of the meeting for such purpose; the meeting was open to the public as required by law; and public notice of the time, place and subject of the meeting was given as required by Chapter 551 of the Government Code, as amended, and Section 49.063 of the Texas Water Code, as amended.

SIGNED AND SEALED the \_\_\_\_ day of June, 2022.

(SEAL)

---

Byron Koenig, Secretary  
Board of Directors

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on \_\_\_\_\_, 2022, by Byron Koenig, Secretary of the Board of Directors of Block House Municipal Utility District, on behalf of said District.

---

Notary Public Signature

(seal)