

**ORDER ESTABLISHING WATER AND WASTEWATER  
SERVICE RATES, CHARGES, TAP FEES AND PARK FEES,  
AND ADOPTING GENERAL POLICIES WITH  
RESPECT TO THE DISTRICT’S WATER,  
WASTEWATER AND DRAINAGE SYSTEMS**

(Effective ~~May 22~~November 1, 2019 ~~2022~~)

THE STATE OF TEXAS           §  
  §  
COUNTY OF WILLIAMSON       §

Under Section 49.212, Texas Water Code, the Board of Directors (the “*Board*”) of Block House Municipal Utility District (the “*District*”) is authorized to adopt and enforce all necessary charges, fees or rentals for providing or making available District facilities or services;

IT IS, THEREFORE, ORDERED BY THE BOARD OF DIRECTORS OF BLOCK HOUSE MUNICIPAL UTILITY DISTRICT AS FOLLOWS:

**I. General Policies.**

Definitions. For purposes of this Order, the following terms have the meanings indicated:

A. “District’s representative” means the general manager of the District or a representative or employee of the District engaged in carrying out the terms of or performing services prescribed by the Rules under either general or specific authorization from the general manager or the Board.

B. “Living Unit Equivalent” or “LUE” means each single-family dwelling unit, with each residence of a separate family unit constituting one LUE or, in the case of a commercial customer, its equivalent under the following schedule:

<u>Meter Size</u>	<u>Living Unit Equivalent</u>
5/8"	1
3/4"	1.5
over 3/4"	determined by District engineer

**Exhibit “A”** to this Order sets forth the living unit equivalencies determined by the District engineer for commercial customers within the District as of the date of this Order.

C. “Rules” means rules and regulations adopted by the District under Sections 49.212 and 54.205, Texas Water Code.

D. “Systems” means the District’s water, wastewater and drainage systems.

**II. Connections to the District’s Systems or Initiation of Service.**

A. Applications for Service; Application Fee. Any new customer desiring that District service be initiated at an existing connection must complete the application form

attached as **Exhibit “B”**, and file it, together with an application fee of \$6.00 and the applicable security deposit, with the District’s representative. No service may be initiated until (i) all applicable fees and deposits have been paid, (ii) the application form has been accepted by the District’s representative, and (ii) proof of payment of any applicable community impact fee to the City of Cedar Park has been provided.

B. Applications for Connections. Any party desiring to make a new connection to the District’s Systems must make an application, in the form attached as **Exhibit “C”**, to the District’s representative in accordance with the Rules. All applicable tap fees, park fees, installation fees and deposits must be paid to the District’s representative at the time the application is filed. No connection may be made until all fees and deposits are paid and the appropriate application has been accepted by the District’s representative.

C. Tap Fees for In-District Customers.

1. The District’s water tap fees are as follows:

<u>Meter Size</u>	<u>Tap Fee</u>
5/8"	\$ 600
3/4"	\$ 800
1"	\$ 1,300
1½"	\$ 2,550
2"	\$ 4,050
3"	\$ 7,550
4"	\$12,550
Over 4"	Determined by the District prior to connection

2. The District’s water tap fees for irrigation meters are as follows:

- a. Up to and including 2" meter \$600 plus actual cost of meter.
- b. Over 2" meter Determined by the District  
prior to connection

3. The District’s wastewater tap fees are as follows:

<u>Meter Size</u>	<u>Tap Fee</u>
5/8"	\$ 600
3/4"	\$ 800
1"	\$ 1,300
1½"	\$ 2,550
2"	\$ 4,050
3"	\$ 7,550
4"	\$12,550
Over 4"	Determined by the District prior to connection

4. Tap fees become the property of the District upon payment, and are not refundable.

D. Cedar Park Community Impact Fees.

1. Under the District's Water Supply Contract with the City of Cedar Park, all new customers on the District's water system must pay the community impact fee established by Cedar Park for new in-city customers for water service, which is currently \$2,250 per living unit equivalent. All new customers must pay the applicable community impact fee to Cedar Park at the time the customer obtains a building permit, and must provide proof of payment to the District before the customer may purchase a tap.
2. Under the District's Wholesale Wastewater Service Contract with the City of Cedar Park, all new customers on the District's wastewater system must pay the community impact fee established by Cedar Park for new in-city customers for wastewater service, which is currently \$2,000 per living unit equivalent. All new customers must pay the applicable community impact fee to Cedar Park at the time the customer obtains a building permit, and must provide proof of payment to the District before the customer may purchase a tap.

E. Park Development Fees. The District will collect a park development fee of \$300 per living unit equivalent at the time a water or wastewater tap is purchased. This fee will be placed in the District's dedicated pool fund and used solely for the development, operation and maintenance of District recreational facilities.

F. Installation Fees. Connections may be made by the District's representative or by the applicant's plumber, at the applicant's option.

1. The installation fees for a water connection made by the District's representative are as follows:

<u>Meter Size</u>	<u>Fee</u>
5/8" through 1"	Cost to District
Over 1"	Cost to District

2. The installation fees for a wastewater connection made by the District's representative are as follows:

<u>Service</u>	<u>Rate</u>
Residential (Single-family or duplex unit)	Cost to District
Other	Cost to District

3. Any connection made by the applicant's plumber or contractor must be inspected and approved by the District's representative in accordance with the Rules prior to the time the connection is enclosed or covered.

G. Inspection/Reinspection Fees. The fee for each inspection of a residential water or wastewater connection is \$25. The fee for each reinspection of a residential connection is \$55. The inspection fees for commercial property will be the costs incurred by the District in making the inspections. These fees are payable upon demand by the District.

H. Plumbing Inspections. Inspections of new residential and commercial plumbing construction as required by The Plumbing License Law, Chapter 1301, Texas Occupations Code, will be conducted by the City of Cedar Park pursuant to the Interlocal Agreement for Plumbing Inspections Within Block House Municipal Utility District.

I. Water and Wastewater Security Deposit. A security deposit must be paid to the District's representative by each customer before service is actually commenced, according to the following schedule:

a. Single Family Residential Customers:

Homeowner	\$100
Renter	\$200

b. If a single family residential customer is given notice of disconnection due to a failure to make timely payment of the District's utility bills, a violation of the District's Rules, or any other reason other than the customer's request, and fails to pay all past-due amounts by the time and date specified on the notice of disconnection, then, regardless of whether or not service is physically disconnected, the District will require an additional security deposit of \$100 for a Homeowner and \$150 for a Renter for each disconnection, up to a maximum of \$750. This additional deposit must be paid concurrently with the payment of all past-due amounts and before service will be re-established.

c. Commercial customers, including multi-family: an amount equivalent to 45 days' water and wastewater usage. The amount of the security deposit will be based on historical usage when this information is available, and will be based upon an estimate of usage by the District's representative when this information is not available. Commercial security deposits must be in the form of cash, certified check or bond approved by the Board as to form and issuer. All commercial security deposits will be subject to adjustment based upon annual usage patterns.

d. Security deposits will be held and returned in accordance with the Rules.

J. Builder/Developer Deposit. Each homebuilder or commercial developer must pay to the District (a) in the case of a homebuilder, a deposit of (i) \$1,000, if one house is being constructed by the homebuilder, or (ii) \$2,000, or more than one house is being constructed by the homebuilder; or (b) in the case of a developer other than a homebuilder, a deposit of \$2,000. This deposit will be placed in a separate account and will be refunded, without interest, to the builder on completion of the builder's or developer's construction program or development within the District. No taps will be sold to the homebuilder or developer until this deposit is paid.

K. Use of Deposit. The cost of any repairs to the District's facilities caused by a builder's or developer's negligence, any fines or penalties due to the District as a result of the homebuilder's or developer's violations of the District's Rules, orders or regulations, the cost of any maintenance of the homebuilder's lots or developer's property performed by the District following written notice to the homebuilder of the needed maintenance and the homebuilder's failure to perform the maintenance within five business days of the date of the notice and the cost of connections, inspections, water service and wastewater service will be billed by the District's representative to the responsible builder or developer, and any bill for these costs is

payable upon receipt. If, at any time, a builder or developer is delinquent in paying these bills for a period of 30 days, or is responsible for outstanding bills in the amount of \$50 or more, the District may transfer all or any part of his deposit to its operating fund to pay these outstanding or delinquent bills and may require: (i) that the deposit be replenished by the builder or developer by the amount transferred; or (ii) that an increased deposit equivalent to two times the original deposit amount be paid by the builder or developer. No additional water or wastewater taps will be sold to a builder or developer who is delinquent in the payment of any sums due to the District.

L. Contractors. Each contractor within the District must pay the costs of any water service or wastewater service provided to the contractor in accordance with the terms of this Order.

M. Fire Hydrant Meter and Deposit. Each homebuilder, developer or contractor within the District must utilize a District fire-hydrant meter when making a temporary water connection for construction, street cleaning, or other construction-related activities, unless the District agrees otherwise. A security deposit of \$800 must be paid to the District's representative at the time the meter is issued to the builder or contractor. The deposit will be held by the District and refunded, without interest, to the builder or contractor on the completion of the builder's or contractor's construction program within the District. A violation of this requirement will result in the offending party being subject to a fine in the amount of \$5,000 per violation, as provided in the Rules. The District may deduct the amount of any fines imposed as a result of a violation of this requirement from the responsible party's deposit and may further require that the responsible party replenish the deposit by an amount equivalent to the total deducted. This deposit will be refunded upon return of the fire hydrant meter in good condition and payment of all applicable water usage fees.

N. Fire Hydrant Charges. Each contractor or builder utilizing water for construction purposes through fire hydrants within the District will be assessed the District's water gallonage charges for all water utilized.

O. Additional Charges. Any nonroutine charges incurred by the District in connection with any water tap, wastewater tap or inspection, including any charges for the collection and treatment of non-domestic waste under the Rules, will be the responsibility of the applicant and payable to the District upon demand.

P. After-Hours Connection Charges. Any applicant for service who requests that service be initiated outside of regular business hours will be assessed an after-hours connection fee of \$60.

Q. Repairs and Backcharges. Each customer will be responsible for maintaining the customer's service lines in a good state of operation and repair. The cost of any repairs, including removal of blockages, effected by the District which are determined to be on a customer's service line will be backcharged to the customer and added to the customer's next utility bill from the District.

### **III. Water and Wastewater Service.**

A. Winter Averaging. Customer winter averages for wastewater bills will be calculated as provided in this section.

1. Except for as otherwise provided in this Section A, bills for wastewater service will be computed (i) on the basis of the average amount of water used by the customer during the winter season based upon the average of the monthly readings of the customer's water meter for the preceding December, January and February (the "winter-averaging period"), unless another winter-averaging period is established by the Board; or (ii) on the basis of the customer's current monthly water bill, whichever is less.
2. For customers who receive irrigation water through a separate irrigation meter approved by the District, bills for wastewater will be computed on the basis of the customer's current monthly water usage through the customer's non-irrigation water meter. No wastewater charges will be assessed based on a customer's approved irrigation-only water meter.
3. If a single-family or duplex residential customer does not have an acceptable history of water usage during the preceding winter-averaging period, the customer's monthly wastewater bill will be calculated based upon: (i) the customer's current monthly water usage; or (ii) 6,000 gallons water usage per month, whichever is less.
4. For a public school facility which is closed during a portion of the winter-averaging period and which does not have a separate irrigation meter, bills for wastewater will be computed based on the average monthly water usage by the customer calculated based on the portion of the winter-averaging period during which the facility was open or on the basis of the facility's current monthly water bill, whichever is less
5. If a customer other than a single-family or duplex residential customer does not have an acceptable history of water usage during the preceding winter-averaging period, the customer's monthly wastewater bill will be calculated based upon the customer's current monthly water usage.

B. Water and Wastewater Service Rates. The District's rates and charges for the sale of water and the collection and disposal of sewage are as follows:

1. Base Rate.

a. Single-family or duplex residential use. (For usage on or after January 10, 2019) The base rate for all single-family or duplex residential customers is \$52.66 per LUE, which does not include any water or wastewater usage.

b. Other. The base rate for all other connections is \$22.35 per LUE, which does not include any water or wastewater usage.

2. Monthly In-District Water Rates (effective for billings on or after ~~September 1, 2013~~ November 1, 2022). The water gallonage charges are as follows:

0-7,000 gallons	<del>\$3.88/1,000</del> <u>4.88/1,000</u> gallons
7,001 - 14,000 gallons	<del>\$4.12/1,000</del> <u>5.12/1,000</u> gallons

14,001-20,000 gallons	<del>\$4.55/1,000</del> <u>\$5.55/1,000</u> gallons
Over 20,000 gallons	<del>\$5.00/1,000</del> <u>\$6.00/1,000</u> gallons

3. Monthly In-District Wastewater Rates (effective November 1, ~~2006~~2022).

- a. ~~\$4.00~~ \$5.00 per 1,000 gallons.
- b. Anything herein to the contrary notwithstanding, no wastewater service charge will be made based on water usage through Special Connections authorized by the Rules.

4. Monthly In-District Water Rates for Irrigation and Fire Hydrant Meters  
The gallonage charges for irrigation and fire hydrant meters are as follows:

0-7,000 gallons	<del>\$3.88/1,000</del> <u>\$4.88/1,000</u> gallons
7,001 - 14,000 gallons	<del>\$4.12/1,000</del> <u>\$5.12/1,000</u> gallons
14,001-20,000 gallons	<del>\$4.55/1,000</del> <u>\$5.55/1,000</u> gallons
Over 20,000 gallons	<del>\$5.00/1,000</del> <u>\$6.00/1,000</u> gallons

5. Monthly Out-of-District Water Rates for Irrigation and Fire Hydrant Meters The gallonage charges for irrigation and fire hydrant meters are as follows:

0-7,000 gallons	<del>\$4.85/1,000</del> <u>\$5.85/1,000</u>
7,001 - 14,000 gallons	<del>\$5.20/1,000</del> <u>\$6.20/1,000</u>
Over 14,001	<del>\$5.78/1,000</del> <u>\$6.78/1,000</u>

6. Monthly Out-of-District Water or Wastewater Rates. To Be Determined

7. State Assessment. The District will collect a monthly regulatory assessment of ½% of the District’s charges for retail water and/or sewer service from all retail customers. This regulatory assessment will be listed on each retail customer’s bill as a separate line item, and will be collected in addition to other charges for utility service.

**IV. Delinquent Accounts.**

A. The District will bill each customer on the 20<sup>th</sup> of each month for all services rendered during the preceding month’s billing cycle. A bill is due upon receipt (the “Due Date”) and is delinquent, and the customer subject to termination of service, if not paid in full by the 10<sup>th</sup> of the month (the “Delinquency Date”). If the Delinquency Date falls on a Saturday, Sunday or legal holiday on which banks are required to close in the State of Texas, the applicable period will be extended to the next business day. Payment in full means payment of all sums due the District, including charges for utility service which have not been paid by the Due Date and applicable late fees. A late charge of 10% of the amount of the bill will be added on the 11<sup>th</sup> of each month after the month in which the bill is rendered, for each month the delinquent bill remains unpaid.

B. A charge will be imposed for each dishonored check or draft in an amount established from time to time by the District representative, based on the prevailing charges imposed for dishonored checks by other businesses in the same general area as the District. If a customer pays his or her account with a check, including an eCheck, that is dishonored, the District reserves the right to refuse to accept further checks from the customer and to require all future payments to be made by certified check or cash for a period of six months for Homeowners and 12 months for Renters.

C. Notwithstanding the above and in accordance with Section 182.002 of the Texas Utilities Code, the District will, without penalty, delay the Delinquency Date of the most recent bill and/or each subsequent bill to be paid by an elderly individual until the 25<sup>th</sup> day after the date each bill is issued, if so requested by the elderly individual. An “elderly individual” means a residential customer who is 60 years of age or older and occupies the entire premises for which a delay is requested. Prior to delaying a Delinquency Date, the District may require a customer requesting the delay to present reasonable proof that the customer is an “elderly individual”.

## V. Termination of Service.

A. Disconnection with Notice. District service may be disconnected after proper notice for any of the following reasons:

- (i) within 15 days from the Delinquency Date, the customer has neither paid the bill nor entered into, and commenced paying under, a written deferred payment agreement;
- (ii) the customer has defaulted in the obligations under any deferred payment agreement;
- (iii) violation of the District’s Rules pertaining to the use of service in a manner which interferes with the service of others or the operation of non-standard equipment, if a reasonable attempt has been made to notify the customer and the customer is provided with a reasonable opportunity to remedy the situation; and
- (iv) failure to comply with deposit arrangements where required by Article II of this Order.

B. Disconnection Without Notice. District service may be disconnected without notice if:

- (i) a known, dangerous condition related to the type of service exists;
- (ii) service has been illegally connected; or
- (iii) in instances of meter tampering, bypassing or other instances of diversion. Where reasonable, given the nature of the hazardous condition, a written statement of disconnection and the reason therefor will be posted at the place of common entry or upon the front door of each affected structure as soon as possible after service has been disconnected.



C. Disconnection Prohibited. District service will not be disconnected in the following circumstances:

- (i) delinquency in payment for District service by a previous occupant of the premises; or
- (ii) failure to pay the account of another customer as guarantor thereof, unless the District has in writing the guarantee as a condition precedent to service; or
- (iii) the customer has notified the District representative of the customer's desire to protest the disconnection; such notice from the customer requires the District to comply with the procedures set forth in Section E prior to disconnecting the customer's service.

D. Notice of Disconnection of Service. Proper notice of disconnection of service shall consist of a separate mailing by first class mail, postage prepaid, sent at least 10 days prior to a stated date of disconnection, with the words "termination notice" or similar language prominently displayed on the notice. The information included in the notice will be provided in English and Spanish if necessary to adequately inform the customer. A statement notifying the customer that, if they are in need of assistance with payment of their bill, they may be eligible for alternative payment programs, such as deferred payment plans, and advising them to contact the District representative for more information will be included in the face of the termination notice. The notice will advise the customer of the basis for the District's decision to disconnect service and that the customer has the right to request a hearing by contacting the District representative at least 48 hours before the stated date of disconnection. The District representative's telephone number will appear on the notice together with information regarding appropriate times to contact the representative. If notice is mailed, the stated date of disconnection may not fall on a holiday or weekend, but will be the next working day after the 10th day. Payment at the District's authorized payment agency is considered payment to the District. The District will not issue late notices or disconnect notices to a customer earlier than the first day the bill becomes delinquent, so that a reasonable length of time is allowed to ascertain receipt of payment by mail or at the District's authorized payment agency.

E. Customer Appeal Procedures.

(i) Informal Hearing. Upon request, the District's representative shall schedule an informal hearing with a customer and his or her representative prior to disconnection of service. The presiding officer at the informal hearing will be an individual who did not participate in the initial decision to pursue disconnection of the customer's service. The customer may question the District's billing representative at the informal hearing on the basis for the decision to terminate service and present testimony or evidence. The presiding officer will render a decision on the matter and state the reasons for the decision and the grounds upon which the decision is based.

(ii) Appeal. The customer may appeal the decision of the presiding officer to the Board. Upon the posting of a bond by the customer in an amount sufficient to cover the cost determined by the presiding officer to be due, the District will not proceed with termination of the customer's service until a final decision is made by the Board.

F. Disconnection. If all past-due amounts have not been paid by 12:00 noon on the date specified by written notice to the customer, and no other arrangements for payment have been made, service may be disconnected. In order to reconnect service, the customer must pay all past-due amounts, plus the applicable reconnect fee. If payment is tendered after 2:00 p.m. on the date of disconnection, the customer will be required to pay the after-hours reconnect fee in order to obtain same-day reconnection of service.

G. Disconnection on Holidays or Weekends. Unless a dangerous condition exists, or the customer requests disconnection, service will not be disconnected on a day, or on a day immediately preceding a day, when personnel of the District are not available to the public for the purpose of making collections and reconnecting service.

H. Disconnection for Ill and Disabled. The District may not discontinue service to a delinquent residential customer permanently residing in an individually metered dwelling unit when that customer establishes that discontinuance of service will result in some person residing at that residence becoming seriously ill or more seriously ill. Each time a customer seeks to avoid termination of service under this section, the customer must have the attending public health official, including, but not limited to, medical doctor, doctor of osteopathy, nurse practitioner, registered nurse, or other similar public health official, call or contact the District's representative within 15 days of issuance of the bill. A written statement must be received by the District's representative from the attending public health official within 30 days of the issuance of the bill. The customer who makes a request under this section must enter into a deferred payment plan with the District.

I. Charge for Reconnection. If: (i) any service is discontinued, whether because of customer's delinquency or upon a customer's request, or (ii) the District delivers written notice of termination to a customer and the customer fails to pay all applicable charges prior to the deadline specified on the notice, the District may charge the following charges prior to continuing or reconnecting service:

1. Water System:

- a. when meter removed \$80
- b. when meter not removed \$30
- c. after hours reconnect fee (when reconnection requested or payment made after 2:00 p.m.) \$60

2. Wastewater System: 3 times the cost to the District.

3. Illegal Connections. In the event of disconnection by the District of an unauthorized or illegal connection to any part of the District's Systems, the following charge per disconnection shall be due and payable upon demand of the District:

- a. Water Disconnection \$100
- b. Wastewater Disconnection 2 times the cost to the District.

J. Locking of Meters. Upon disconnection of service by the District, the District's general manager must install a meter lock on the customer meter, and the lock must remain in place until service is reconnected.

K. Write-Off Registration. The District's general manager must maintain a record of all customers whose accounts to the District are written off as a result of non-payment, and the names of all new customers must be checked against this record before service is initiated to a new customer account.

**VI. Transfer of Service.**

If service is transferred from one address to another address within the District for the same customer, a transfer fee of \$5 will be assessed.

**VII. Service Commitment and Review Fees.**

Applicants for service commitments, construction plan review and/or inspection, or subdivision plan review and/or inspection shall be responsible for the payment of all legal, engineering and/or management fees incurred by the District in reviewing such applications. At the first Board meeting following receipt by the District of any application, the Board shall establish a deposit amount which is equivalent to the estimated consultant fees which are expected to be incurred in connection with such application, and the applicant shall be required to deposit such amount with the District prior to any review or processing work being initiated. All consultants fees incurred by the District associated with any such application shall be charged against the amount of the deposit. Upon completion of the review process, the applicant shall be required to pay any fees incurred by the District in excess of the deposit. Any excess deposit remaining after payment of all fees shall be returned to the applicant. No service commitment or plan approval shall be issued by the District until all fees have been paid.

**VIII. Development and Utility Construction Agreements.**

Applicants who desire to enter into a utility construction agreement or other type of development agreement with the District shall be responsible for the payment of all legal, engineering and/or management fees incurred by the District in negotiation of such agreements. No agreement shall be executed by the District or shall become effective until such fees are paid.

**IX. Acceptance of Subdivision Water, Wastewater and Drainage Facilities for Operation and Maintenance.**

The District will accept for operation and maintenance completed subdivision water, wastewater and drainage facilities only after Williamson County has accepted street construction as complete. No connections, other than temporary connections for construction purposes, shall be made within a subdivision until water, wastewater, drainage and streets are accepted as completed.

X. Filing. The attorney for the District is hereby directed to file a copy of this Order (i) with the Texas Commission on Environmental Quality and (ii) in the principal office of the District.

\* \* \*

*[signature page follows]*

PASSED AND APPROVED this ~~22<sup>nd</sup>~~-\_\_\_\_\_ day of ~~May, 2019~~ \_\_\_\_\_, 2022.

(SEAL)

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Cecilia Roberts, President  
Board of Directors

ATTEST:

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~~Rayan Horak~~Byron Koenig, Secretary  
Board of Directors

**EXHIBIT "A"**

**LIVING UNIT EQUIVALENTS**

<u>Customer</u>	<u>LUES</u>
Block House Elementary School	48
Stepping Stone School	
1½" meter	5
1" meter	2.5

**EXHIBIT "B"**

**APPLICATION FOR UTILITY SERVICE**

To: Block House Municipal Utility District  
c/o Crossroads Utility Services, LLC  
2601 Forest Creek Drive  
Round Rock, Texas 78665-1232

Date Service to Begin  
\_\_\_\_\_

The undersigned hereby applies to Block House Municipal Utility District for water, wastewater and solid waste disposal services. We/I understand that there is an initial \$100 security deposit for homeowners and a \$200 security deposit for renters, along with a \$6 application fee, and, in the event of a delinquency, additional deposits may be required. We/I understand and agree that we/I will be responsible for all water, wastewater and solid waste disposal services provided to the property described in this application until such time as service to the property is disconnected in accordance with the District's rules and regulations regarding utility services. We/I further understand that we/I are responsible for maintaining the service lines on our property in a good state of operation and repair, and that, if any repairs on such service lines (including the removal of blockages) are effected by the District, the cost of such repairs will be backcharged to our/my utility bill from the District. We/I agree to comply with the District's rules and regulations and to pay for all utility services rendered to the property and repair costs for which we/I are responsible in a timely manner. We/I represent the information below is true and correct:

- 1. Applicant Name \_\_\_\_\_
- 2. Service Address \_\_\_\_\_
- 3. Billing Address (if different) \_\_\_\_\_
- 4. Applicant's Day Phone \_\_\_\_\_ Evening Phone \_\_\_\_\_
- 5. Applicant's Date of Birth \_\_\_\_\_
- 6. If Applicant is a **U.S. Person**, provide Social Security # \_\_\_\_\_ **AND** an unexpired government-issued picture ID (e.g. driver's license, passport) for copying (or a legible copy if sent by mail)

If Applicant is a **Non-U.S. Person**, provide one of the following items **AND** an unexpired government-issued picture ID (e.g. driver's license) for copying (or a legible copy if sent by mail):

Passport # and Country of Issuance: \_\_\_\_\_  
Taxpayer ID #: \_\_\_\_\_  
Alien ID Card #: \_\_\_\_\_

- 7. Applicant's Employer \_\_\_\_\_ Work Phone \_\_\_\_\_
- 8. Applicant is \_\_\_\_\_ Owner \_\_\_\_\_ Tenant \_\_\_\_\_ Other: \_\_\_\_\_
- 9. Spouse's Name \_\_\_\_\_ Work # \_\_\_\_\_
- 10. Property Owner's Name \_\_\_\_\_ Phone # \_\_\_\_\_

Under Section 182.052 of the Texas Utility Code, you may request that the District keep the following information confidential: your address, telephone number, social security number and any information relating to the volume or units of utility usage or the amounts billed to or collected from you for utility usage.\* If you would like to request that the District not disclose that information, please check this box:

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Signature of Spouse

***NOTARY ACKNOWLEDGEMENT MUST BE ATTACHED TO APPLICATION IF SUBMITTED BY MAIL.***

\* Notwithstanding your request, the information may be released to (1) an official or employee of the state, a political subdivision of the state, or the United States acting in an official capacity; (2) an employee of a utility acting in connection with the employee's duties; (3) a consumer reporting agency; (4) a contractor or subcontractor approved by and providing services to the utility, the state, a political subdivision of the state, or the United States; (5) a person for whom the customer has contractually waived confidentiality for personal information; or (6) another entity that provides water, wastewater, sewer, gas, garbage, electricity, or drainage service for compensation.

{W0522842.2}

**EXHIBIT “B”**

**ACKNOWLEDGEMENT**

THE STATE OF TEXAS           §  
  §  
COUNTY OF \_\_\_\_\_       §

      This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_, Applicant.

(SEAL)

\_\_\_\_\_  
Notary Public Signature

**ACKNOWLEDGEMENT**

THE STATE OF TEXAS           §  
  §  
COUNTY OF \_\_\_\_\_       §

      This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_, Spouse.

(SEAL)

\_\_\_\_\_  
Notary Public Signature

{W0522842.2}

# EXHIBIT "B"

**\*\*\*PLEASE SIGN AND RETURN THIS COPY\*\*\***

Block House Municipal Utility District  
Customer Service Agreement

Return to:  
Block House Municipal Utility District  
c/o Crossroads Utility Service, LLC  
2601 Forest Creek Drive  
Round Rock, Texas 78665-1232

Fax:  
(512) 246-1900

Email:  
[customerservice@crossroadsus.com](mailto:customerservice@crossroadsus.com)

## I. PURPOSE

Block House Municipal Utility District (the "*District*") is responsible for protecting the drinking water supply from contamination or pollution that could result from improper plumbing practices. The purpose of this Customer Service Agreement (this "*Agreement*") is to notify each customer of the plumbing restrictions that are in place to provide this protection. The District enforces these restrictions to ensure the public health and welfare. Each customer must sign this Agreement before the District will provide service. In addition, when service to an existing connection has been suspended or terminated, the District will not reestablish service unless it has a signed copy of this Agreement.

## II. PLUMBING RESTRICTIONS

The following unacceptable plumbing practices are prohibited by State regulations:

- A. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination must be isolated from the public water system by an air-gap or an appropriate backflow prevention device.
- B. No cross-connection between the public drinking water supply and a private water system is permitted. These potential threats to the public drinking water supply must be eliminated at the service connection by the installation of an air-gap or a reduced pressure-zone backflow prevention device.
- C. No connection that allows water to be returned to the public water supply is permitted.
- D. No pipe or pipe fitting which contains more than 8.0% lead may be used for the installation or repair of plumbing at any connection that provides water for human use.
- E. No solder or flux that contains more than 0.2% lead can be used for the installation or repair of plumbing at any connection that provides water for human use.

## III. CUSTOMER SERVICE AGREEMENT

The following are the terms of this Agreement between the District and the undersigned (the "*Customer*").

- A. The District will maintain a copy of this Agreement as long as the Customer's premises are connected to the District's water system.
- B. The Customer must allow his property to be inspected for possible cross-connections and other unacceptable plumbing practices. These inspections may be conducted by the District or its designated agent prior to initiating new water service; when there is reason to believe that cross-connections or other unacceptable plumbing practices exist; or after any major changes to the private plumbing facilities. The inspections will be conducted during the District's normal business hours.
- C. The District will notify the Customer in writing of any cross-connection or other unacceptable plumbing practice identified during the initial inspection or any periodic reinspection.
- D. The Customer must immediately correct any unacceptable plumbing on the Customer's premises.
- E. The Customer must, at his or her expense, properly install, test, and maintain any backflow prevention device required by the District. Copies of all testing and maintenance shall be provided to the District.

## IV. ENFORCEMENT

If the Customer fails to comply with the terms of this Agreement, the District may, at its option, either terminate service or properly install, test, and maintain an appropriate backflow prevention device at the service connection. Any expenses associated with the enforcement of this Agreement will be billed to the Customer.

Signed By: \_\_\_\_\_  
Customer's Signature

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

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

Signed By: \_\_\_\_\_  
Spouse's Signature

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

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

396469-1 09/20/2010



**EXHIBIT "B"**

**ACKNOWLEDGEMENT**

THE STATE OF TEXAS       §  
  §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, Customer.

(SEAL)

\_\_\_\_\_  
Notary Public Signature

**ACKNOWLEDGEMENT**

THE STATE OF TEXAS       §  
  §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, Spouse.

(SEAL)

\_\_\_\_\_  
Notary Public Signature

EXHIBIT "C"



(512)246-1400 Office  
(512) 246-1900 Fax

MAIL TO:  
Crossroads Utility Services  
2601 Forest Creek Drive  
Round Rock TX 78665-1232

**TAP AND FEE APPLICATION**  
For Water/Wastewater Service

Date of Application: \_\_\_\_\_ District: \_\_\_\_\_  
 Applicant: \_\_\_\_\_  
 Billing Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Applicant's Plumber: \_\_\_\_\_ Plumber's Telephone: \_\_\_\_\_  
 Application is for (please circle all that apply):      Water      Sewer      Fire Hydrant  
 Meter Size: \_\_\_\_\_

**ALL FEES ARE PAYABLE TO THE DISTRICT**

Please supply the following information:

	Address	Zip Code	Lot	Blk	Sect.	*Sq. Ft.	District Use Only Folio #
1.	_____	_____	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____	_____	_____
5.	_____	_____	_____	_____	_____	_____	_____

\* Excludes Carports and Garages

An approved water tap inspection starts the billing. Applicant will receive a bill UNTIL WE RECEIVE A COPY OF CUSTOMER SERVICE INSPECTION CERTIFICATE FROM BUILDER OR PLUMBER, we can then transfer to next owner.

I, the Applicant agree to comply with the following:

All plumbing inspections will be performed by the District's approved plumbing inspector.

**(It is the Builder's responsibility to call him before starting construction. Please contact us for the inspector's current contact information.)**

The uncovered yard lines and owner's cut-off valve shall be in place at the time of meter installation for complete inspection. I will notify Crossroads Utility Services 24 hours in advance to request the final inspection and install my meter (512) 246-1400 or fax in my request to (512) 246-1900.

\_\_\_\_\_  
Applicant Signature

FOR OFFICE USE ONLY

Date Received: \_\_\_\_\_ Check #: \_\_\_\_\_ Amount: \$ \_\_\_\_\_  
 Water Tap Fee: \$ \_\_\_\_\_ Sewer Tap Fee: \$ \_\_\_\_\_ Inspection Fee: \$ \_\_\_\_\_  
 Water Meter Deposit: \$ \_\_\_\_\_ Park Fee: \$ \_\_\_\_\_

## **Block House Municipal Utility District Social Media Policy**

This document defines the social media policy (the “*Policy*”) for Block House Municipal Utility District (the “*District*”). The District encourages the use of social media to further the goals of the District, including providing quick and easily accessible information to District residents. The District has an overriding interest and expectation in deciding what is “spoken” on its social media sites. All social media usage should be undertaken with an intent to maximize transparency and convey professionalism.

This Policy establishes guidelines for the use of social media, which shall include the District’s Facebook, Twitter, and Instagram sites, as well as any similar or additional site(s) or application(s) that is commonly used to communicate with residents of the District or the general public.

1. All official District-related communication through social media outlets should remain professional in nature and should always be conducted in accordance with the District’s communications policies, practices, and expectations. District representatives must not use official District social media sites for political purposes, to conduct private transactions, or engage in private business activities.
2. District representatives should be mindful that inappropriate usage of official District social media can be grounds for disciplinary action. If social media sites are used for official District business, the District’s dedicated pages for such sites are subject to the best practices, guidelines, and standards contained in this Policy.
3. Unless specifically designated by the Board, only the District’s General Manager may publish content to a District social media site. The General Manager will also exclusively function in an “administrator” role on such sites. The General Manager shall remain generally familiar with the terms of service that regulate the social media sites that the District partakes in. If any terms of service contradict any established District policies, the General Manager shall advise the Board to consider whether such social media site is appropriate for District use.
4. All comments will be turned “off” on all District social media sites. For example, if the District promotes a community event on Facebook, other people or groups will not be allowed to respond to such a post. Relatedly, to the extent possible, “private messaging features” of social media sites will also be disabled. All privacy settings for all social media sites shall be set to “public”.
5. Board members will not “log in” to social media sites with District credentials and will not post or comment on behalf of the District.
6. District use and participation of individual social media sites must be specifically approved by the Board of Directors.

7. When undertaking communication on behalf of the District via social media sites, the District's General Manager, or any other approved individual, must maintain a high level of ethical conduct and professional decorum. Information must be presented following professional standards for good grammar, spelling, brevity, clarity and accuracy. Generally speaking, social media posts should avoid confusing jargon, obscure terminology, or acronyms.

8. The following items are specifically prohibited from being published on District social media sites: confidential information; copyright violations; profanity, racist, sexist or derogatory content or comments; partisan political views; pornographic material; and commercial endorsements.

9. The District recognizes that social media posts constitute public records. As such, the District shall preserve such records pursuant to relevant record retention schedules that preserve the integrity of the original record and such that the record is easily accessible.

10. The primary goal of District social media will be to educate interested parties on matters specifically relating to District business. However, information relating to the Block House Creek neighborhood or items of general interest to residents of Williamson County shall also be approved uses.

11. The General Manager shall undertake best efforts to prevent fraud or unauthorized access to District social media sites. Different passwords shall be used for different accounts.

**POOL SERVICES AGREEMENT**

This Pool Services Agreement (“Agreement”) is entered into effective ~~October~~ November 1, 2021, ~~2021~~ 2022, by **BLOCK HOUSE MUNICIPAL UTILITY DISTRICT**, a political subdivision of the State of Texas (the “District”), and **LIFEGUARD 4 HIRE, L.L.C.**, a Texas limited liability company (the “Contractor”).

**I. PURPOSE OF AGREEMENT**

The purpose of this Agreement is to state the terms and conditions under which the Contractor will provide pool management, operations, and maintenance services for the District’s swimming pools located at 2800 Block House Drive, Leander, Texas (the “Tumlinson Pool”) and 3100 Block House Drive, Leander, Texas (the “Apache Pool”) (sometimes referred to individually as a “Pool” and collectively as the “Pools”). When used in this Agreement, the term “swim season” means the period commencing on the date established by the District’s Board of Directors (the “Board”) for the opening of the Pools for use by the District’s residents and Pool patrons and ending on the date established by the Board for closing of the Pools for each year during the term of this Agreement.

The Contractor will regularly meet with the District’s general manager (the “General Manager”) or its designated pool subcommittee (the “Pools Subcommittee”) to coordinate programs and scheduling for the benefit of the District’s residents and Pool patrons.

**II. POOL SCHEDULES**

The approved pool schedule at the time of execution of this Agreement is attached as **Exhibit “A”**. The hours and dates of operation for each of the Pools may be changed at the Board’s discretion, upon reasonable notice to the Contractor. The Contractor will cooperate with the Pools Subcommittee to revise the schedules established under this Agreement as necessary to accommodate the District’s programming and the needs of the District’s residents. If the schedules are updated or changed, the Contractor will promptly post the updated schedules on the bulletin boards at each of the Pools and will also provide them to the District’s Website Administrator for posting on the District’s website. The Contractor will ensure that postings on the bulletin boards at each of the Pools are kept current at all times.

**III. BASIC SERVICES**

The Contractor will provide the following basic services to the District for the compensation set forth in Article V:

**A. POOL STAFF**

The Contractor will provide all lifeguards, management personnel, and adult supervisory personnel required to ensure the safety of all Pool patrons in accordance with generally recognized safety standards for public pools including, without limitation, the current rules promulgated by the Texas Department of Health. A full-time adult supervisor (the “Pool Supervisor”), in addition to the Manager and Assistant Managers, will be provided by the Contractor. The Contractor must provide sufficient lifeguards to maintain a minimum ratio of one lifeguard to 25 Pool patrons at all times. Any major staffing changes must be promptly reported to the General Manager. At a minimum, the following staff will be provided by the Contractor:

1. Pool Management Consultant. Tom Davis will serve as pool management consultant (the “Pool Management Consultant”), and will manage and supervise the services to be provided by the Contractor under this Agreement. The Pool Management Consultant will make recommendations on modifications or improvements to the District’s Pool facilities and services on a quarterly basis at a meeting to be scheduled with the Pools Subcommittee.

2. Management. A ~~full-time~~ Manager and at least one Assistant Manager for each Pool ~~must~~ be designated by written notice to the General Manager and the Pools Subcommittee prior to the Contractor’s initiation of services under this Agreement and at least two weeks prior to the Tumlinson Pool opening for each swim season. At least one Manager or Assistant Manager must be at each Pool whenever the Pool is open. Assistant Managers who are on duty may also perform lifeguard duties. All managers must meet the following requirements:

a. Manager. A Manager is required, at a minimum, to be at least 18 years of age, to be trained in the operation of all pool equipment and appurtenances, and to have at least three years of prior pool management experience and the following current certifications:

- (1) Red Cross Lifeguarding or equivalent;
- (2) Red Cross or American Heart Association CPR, AED, and O2 Administration;
- (3) Red Cross or National Safety Council First Aid; and
- (4) Pool operator training, including for operation and use of the handicap lift.

b. Assistant Manager. An Assistant Manager is required, at a minimum, to be at least 18 years of age, to be trained in the operation of all pool equipment, and to have at least two years of prior lifeguarding experience and the following current certifications:

- (1) Red Cross Lifeguarding or equivalent;
- (2) Red Cross or American Heart Association CPR; AED and O2 Administration;
- (3) Red Cross or National Safety Council First Aid; and
- (4) Training in operation and use of the handicap lift.

All certifications must be sufficient to meet applicable Texas Department of State Health Services requirements.

3. Lifeguards. Qualified lifeguards must be at each Pool at all times during that Pool’s hours of operation ~~— at least seven lifeguards at Tumlinson Pool and at least three lifeguards at Apache Pool.~~ The Pools will be staffed at all times with the appropriate amount of lifeguards, in accordance with generally accepted national standards or with applicable local law or regulation. All lifeguards on duty must wear distinguishing clothing, such as a shirt, swimsuit, or hat with “Lifeguard” or “Guard” clearly printed on it. All lifeguards must, at a minimum, be 16 years old, with the following current certifications:

- a. Red Cross Advanced Lifeguarding or equivalent;
- b. Professional Rescuer CPR; AED and O2 Administration; and
- c. Red Cross or National Safety Council First Aid.

All certifications must be sufficient to meet applicable Texas Department of State Health Services requirements.

~~4. Swimming Instructors. All swimming instructors must have Red Cross or equivalent training and experience working with children of age groups similar to the ages of the children to whom that instructor will give lessons.~~

~~4.~~ 5.Training. The Contractor must provide one pre-season training session for the Manager, all Assistant Managers, and all lifeguards. The Contractor must also provide at least one mid-season training session for all lifeguards. Training must include instruction on the proper maintenance and use of the District's equipment and pool systems, including the pool heaters at Apache Pool and the District's registration database, which stores the contact information of residents registered to use the Pools and includes desktop computers and barcode scanners (the "Database System"). Unqualified personnel will not be permitted to adjust or tamper with the District's equipment, including the Database System, pool operating systems and specifically the heaters at Apache Pool. The Contractor will not permit any lifeguard who fails to maintain required certifications or to perform to the District's standards to continue to work at the District's Pools. The Contractor must promptly report any computer malfunctions or operational issues to the General Manager. ~~The training of lifeguards during hours when the Pools are open to the public is expressly prohibited.~~ Training records will be kept ~~online at all times~~ and provided to the General Manager and the Pools Subcommittee upon request. Training logs will include the name of participants, date and time of training, and the training materials covered. ~~Signatures of participants will be required in order to verify attendance at training.~~ 6.Unauthorized Presence on Pool Premises. The Contractor's personnel are not permitted on the Pool premises either before or after designated work hours, and may only remain on the premises while on duty and performing services under this Agreement. If the Contractor's personnel are on the Pool premises when not on duty, they must be dressed in their personal clothing rather than their lifeguard attire. No unauthorized access to the Pool premises will be permitted.

~~5.~~ 7.Emergency Notification Information. The Contractor must provide the General Manager and the Pools Subcommittee with cellular telephone numbers and company email addresses (not personal email addresses) for the Contractor's personnel who are available to be notified in the event of an emergency at either of the Pools.

## **B. ~~POOL REGISTRATION, IDENTIFICATION SYSTEM AND OPERATION~~**

~~1. Registration. The Contractor will set up and administer the resident registration system, , entering resident identification information into the Database System, and distributing barcode tags. The Contractor will provide adequate staff during regular Pool hours to administer the registration system on an on-going basis. A copy of a current District water/wastewater bill and photographic identification will be required as a condition to registration and issuance of a barcode tag. The District will provide required materials and equipment for registering residents into the Database System, including barcode tags. All District equipment must be properly safeguarded during use by the Contractor and stored in a secure, locked location, approved by the General Manager, when not in actual use.~~

~~2. Sign In and Admission Policy. The Contractor will swipe residents' barcode tags to verify that the residents are registered into and shown to be in "good standing" in the Database System. An individual will be shown to be in "good standing" in the Database System if the monthly water/wastewater bills for the individual's residence have been timely paid. Individuals who are not registered into or are not shown to be in "good standing" in the Database System will not be admitted and will be required to leave the Pool premises by the Pool Manager; however, to account for any potential error made by or in connection with the Database System, the Contractor may, at the Contractor's discretion, issue a resident who is not~~

~~shown to be registered or in “good standing” in the Database System a one-day pass to use the Pools. If a one-day pass is issued to a resident, the Contractor must contact the General Manager or his designee to verify the resident’s status and make a note of the issuance of the one-day pass in the Database System. Nonresidents of the District will not be admitted to the District’s Pools under any circumstances, except as authorized by the guest policy contained in the District’s rules governing the use of the Pools, as amended from time to time (the “Rules”). A copy of the current Rules is attached as **Exhibit “B”**.~~

~~To ensure that the lifeguards on the Pool deck are not distracted from their duties, a Contractor staff member will be assigned as gatekeeper and stationed at each Pool gate at all times to control access to the Pool by swiping residents’ barcode tags, except during the months of October through April at Apache Pool, when a separate gatekeeper will not be required. A lifeguard may serve as gatekeeper, but one individual may not perform the duties of lifeguard and gatekeeper simultaneously.~~

1. ~~3.~~ **District Rules Enforcement.** Either the Manager or an Assistant Manager will be responsible for enforcement of the Rules. The Manager must oversee enforcement of the Rules and promptly report enforcement problems, and must make recommendations on any changes to the Rules to the General Manager immediately.

2. ~~4.~~ **Daily Log of Activities.** The Contractor will maintain a daily log of significant activities and information, including a usage log (showing pool usage by hour), water analysis, work order requests submitted, condition of equipment, maintenance log, chemical supply log and record of time worked by the Contractor’s staff. The log will be accessible to the District, including the General Manager and Pools Subcommittee, at all times and submitted weekly to the General Manager. The log will be maintained in electronic format and available online.

3. ~~5.~~ **Accident Reports.** All accidents or injuries requiring medical or lifeguard attention that occur at the Pools must be reported to the General Manager and the Pools Subcommittee within two hours of the incident, followed by a written accident report to be submitted to the General Manager within 24 hours of the incident.

4. ~~6.~~ **Water Quality.** The Contractor must follow the water quality policy contained in the Rules. If a Pool is closed due to water quality problems outside the control of the Contractor and within the terms of the District’s water quality policy, the Contractor must (i) email notification to the General Manager and Pools Subcommittee, (ii) post a sign at the Pool notifying the residents of the reason for and duration of the Pool closure and stating when the Pool will re-open and (iii) email notification to the District’s website administrator to post the Pool closure on the District’s website and Facebook page.

5. ~~7.~~ **Rain Days.** If the weather is deemed unsuitable for swimming within two hours of the normal Pool closing time on any rainy day, the Pools may be closed for the remainder of the day. In the event of severe inclement weather, the Contractor may, subject to prior notice to and approval of the General Manager, close the Pools early. If the Pools are closed due to inclement weather, the Contractor must (i) notify the General Manager and Pools Subcommittee by email, text, or telephone call, (ii) post a sign at the Pool notifying the residents of the reason for and duration of the Pool closure and stating when the Pool will re-open, and (iii) email notification to the District’s website administrator or General Manager to post the Pool closure on the District’s website and Facebook page.

## **C. POOL MANAGEMENT**



1. Monthly Report. The Contractor must submit monthly written reports, including a summary of items reflected in the daily log for each Pool, to the General Manager, with a copy to the District's attorney, ~~on or before the 10<sup>th</sup> day of each month. If the Board's regular monthly meeting is scheduled for a date earlier than the fourth Wednesday of the month, the information must be provided to the General Manager by the 5<sup>th</sup> day of the month~~ for inclusion in Board packets for regular Board of Directors meetings. This report will include ~~a list of residents that registered into the Database System,~~ hourly pool usage, water analysis, accidents reported and other information requested by the Board. ~~These reports will be signed by either the Manager or Assistant Manager.~~ The Contractor's failure to submit the reports will entitle the District to withhold payment to the Contractor until the reports are received.

2. Meetings. The Pool Management Consultant or another responsible member of the Contractor's management staff must attend all Board meetings during each swim season and all meetings of the Pools Subcommittee during each swim season when such attendance is requested. In addition, the Pool Management Consultant must attend quarterly meetings scheduled by the Pools Subcommittee.

3. Safety Services. The Pool Management Consultant will conduct a safety audit of Apache Pool prior to the initiation of the Contractor's services under this Agreement and a safety audit of the Tumlinson Pool prior to commencement of each swim season for Tumlinson Pool. The Contractor will also monitor the safety of the Pools and Pool areas during the term of this Agreement by performing a State Code and National Standards (Professional Standards) Safety Audit (American National Spa and Pool Institute Standard/Association of Pool and Spa Professionals or equivalent National Standards) on a monthly basis during each swim season. The General Manager will be notified of and invited to attend each of these safety audits. Written documentation of each safety audit, including any recommended modifications in facilities or procedures required for proper and safe operation of the Pools in conformity with all state and federal safety standards, must be prepared by the Contractor and will be submitted to the General Manager ~~within ten days after the date the safety audit is conducted. In addition, the Pool Supervisor will conduct "surprise visits" once a month to evaluate performance and safety issues, and will provide a written report to the General Manager of his findings~~ upon request. No additional charge will be assessed by the Contractor for services under this Section. The District may periodically hire a third-party inspector to audit and evaluate safety considerations at the Pools. Contractor agrees to work with, assist, and cooperate with any third-party auditing or evaluating safety considerations at the Pools.

4. Customer Relations. The Contractor will monitor ~~and log~~ all formal customer complaints ~~on a customer complaint form created and provided by the Contractor and approved by the Board. The Contractor will provide a monthly summary of complaints and their resolution, and provide notice of such complaints to the General Manager. The District will install signage at the Pools requesting that complaints be directed~~ to the General Manager.

5. Additional Services. The Contractor may be authorized to perform additional services requested by the Board in accordance with Article IV. All additional services must be approved in advance by the General Manager.

#### **D. POOL MAINTENANCE AND REPAIRS**

1. The District agrees to provide the following, at no cost to the Contractor:

a. Access to Pools. The General Manager will provide the Contractor with six sets of keys necessary to open locks at the Pools. These keys will be properly safeguarded by the Contractor, and released only to authorized personnel. Duplication of these keys by the

Contractor is prohibited and, if any additional keys are needed, they must be obtained from the General Manager at the Contractor's expense. For security purposes, the Contractor will periodically change the access code to the lock boxes used for access to the keys. If an employee of the Contractor is terminated and that employee's keys are not returned to the Contractor, the General Manager will re-key the locks, at the Contractor's expense. All keys will be returned to the General Manager upon termination of this Agreement.

b. Utilities. The District will provide, at each Pool, water, electric and telephone utility services, a 110-volt electrical outlet in the pump room, a telephone (restricted to local calls only), lifeguard stands and umbrellas for the lifeguard stands, and solid waste collection services.

2. The Contractor will perform the following services:

a. Cleaning. The Contractor must keep the Pools and Pool areas clean at all times, including picking up and disposing of litter around the Pools and Pool areas; skimming the Pool water surface; vacuuming and brushing the Pool walls and bottom; cleaning and performing skimmer maintenance; cleaning the Pool decks; ~~and cleaning all restrooms as provided in the Pool opening and closing checklists, and inspecting~~ dressing areas, chemical room, pump room, and lifeguard offices. The chemical room and pump room will be cleaned and maintained in accordance with all best practices and in compliance with all applicable rules and regulations. The District will hire a third party to clean the restrooms once a week at the Pools. In between such cleanings, Contractor shall undertake best efforts to ensure that the restrooms are adequately clean and will provide notice to the General Manager if the restrooms require significant immediate attention. Combustible items must be stored away from the pump room equipment. These services will be performed daily either before the Pool opens or after the Pool closes and throughout the day, as needed. In addition, skimmers will be checked and cleared of debris regularly throughout the day. Water standing on the Pool decks will be squeegeed from the decks regularly throughout the day. Pool trash containers and recycle bins will be emptied and placed in designated trash and recycle receptacles at curbside for pick-up or trash may be placed in dumpsters, as designated by the General Manager, on Monday and Friday of each week, and returned to the usual storage areas after trash and recycle pick-up.

b. Water Level. Water will be added to the Pool as needed.

c. Damage. The Pool area will be checked for damage and vandalism daily, and any damage will be reported to the General Manager and the Williamson County Sheriff's Department promptly. The Contractor will provide photographic documentation of any damage and vandalism to the General Manager. Repairs or clean-up necessitated by vandalism will be additional services which must be authorized in advance and will be paid for by the District.

d. Chemical Levels. The Contractor will monitor and maintain proper chemical levels in the Pools in order to ensure the safety of all Pool users. All chemical levels will be maintained in accordance with American National Standard/Association of Pool and Spa Professionals standards. The Contractor will add chemicals, as necessary, to obtain:

- (1) pH between 7.2 and 7.8;
- (2) Total alkalinity between 80 and 120;
- (3) Free chlorine residual between 1.0 and 3.0 ppm;
- (4) Chlorine stabilizer less than ~~100~~ 50 ppm; and
- (5) Proper algae control (The use of copper sulfate will not be allowed during any swim season. If super chlorination is utilized,

returning free chlorine residual to between 1.0 and 3.0 ppm is a required task of weekly Pool maintenance).

The Contractor will perform and record water chemistry tests at the Pools every two weeks during the periods that the Pools are open. Tests will be conducted at a minimum water depth of 18 inches, at locations to be determined by the Contractor. The tests will provide analysis of mineral content, chlorine residual, total alkalinity and cyanuric acid level, calcium buildup, water pH, water hardness and other factors affecting optimum water quality and efficient chemical use. The test results will be maintained in a log book and submitted to the General Manager ~~by the Contractor with its other monthly reports~~upon request. If the Contractor determines that a Pool should be closed due to poor water quality, the Contractor must (i) email notification to the General Manager and Pools Subcommittee, (ii) post signage at the Pool notifying the residents of the reason for and duration of the Pool closure and stating when the Pool will re-open, and (iii) email notification to the District's website administrator to post the Pool closure on the District's website and Facebook page. Unless the water quality problem is caused by an act of God, needed repair or other reasons outside the control of the Contractor, the District may, at its discretion, require a credit for each hour the Pool is closed due to poor water quality. If a water quality problem continues for eight hours or more, the District may, at the discretion of the Pools Subcommittee, require a credit of \$50 per hour for each hour the Pool is closed due to poor water quality.

e. Chlorine and pH. The Contractor will test automatic chlorination equipment and record chlorine and pH levels hourly, and make any required adjustments to chlorine and pH levels to comply with all applicable health and safety requirements. The Contractor will ~~post test~~ the chlorine and pH levels hourly ~~on the blackboard near the entrance to the Pool. Test results will also be maintained in a log book and submitted to the Board on a monthly basis, on or before the 10<sup>th</sup> day of each month. If the Board's regular monthly meeting is scheduled for a date earlier than the fourth Wednesday of the month, the information must be provided to the General Manager by the 5<sup>th</sup> day of the month~~and test results will be maintained in a log book. Test results will be made available to the General Manager upon request.

f. Filter and Pumps. The Contractor will check filter and pump pressure readings daily, and will check and empty pump strainers as needed, and in no event less than once per day.

g. Pool Heaters. The Contractor will monitor the water temperature at Apache Pool and adjust the heaters as necessary.

h. Maintenance Checks. The Contractor will perform preventive maintenance checks and services on equipment in accordance with manufacturer recommendations.

i. Grounds Inspection. The Contractor will inspect grounds, restrooms and dressing areas hourly during periods that the Pools are open, and will take necessary steps to keep the areas clean.

j. Work Orders and Repairs. The Contractor will promptly initiate work orders for repairs or non-routine maintenance by request to the General Manager, and each work order request will be noted on the daily log maintained by the Contractor.

k. Notification. The Contractor will promptly notify the General Manager of any equipment repairs needed or operational problems. The Contractor will notify the General

Manager and the Williamson County Sheriff's Department of any vandalism, and provide photographic documentation of any vandalism to the District Manager.

3. Pool Opening. The Contractor agrees to make each Pool "ready to swim" by completing the following services prior to opening day of the season for ~~the~~ each Pool:

- a. vacuum Pool;
- b. clean Pool enclosure area;
- c. inspect chemical feeders;
- d. inspect all filtration equipment;
- e. inspect flow meters, pressure gauges, and valves;
- f. thoroughly clean bathhouse;
- g. inspect and re-stock water testing supplies;
- h. inspect underwater lights;
- i. inspect all pool systems as provided in the Pool opening and closing checklists;
- j. start up equipment;
- k. perform a walk-through with the General Manager prior to opening to develop a list of items needed for operation of the Pool and to review any items identified by the Health Department as deficient from the previous year;
- l. perform requisite repair work as needed and authorized by the General Manager and the Pool Subcommittee; and
- m. the Pool Management Consultant must schedule and attend a meeting with the General Manager prior to opening day. The Pool Supervisor, Pool Managers, Pool Assistant Managers and all lifeguards, as feasible, will attend this meeting with the General Manager.

4. Tumlinson Pool Schedule. The Tumlinson Pool will be open in accordance with the schedule attached as Exhibit "A", as it may be revised by the Board. The Tumlinson Pool will be closed to swimmers if the water temperature drops below ~~82°~~ 78°. In addition, the Tumlinson Pool may be closed for maintenance purposes from time to time. Upon closing of the Tumlinson Pool for the season, the Contractor will be responsible for performing all necessary closing operations, including properly storing all equipment.

5. Apache Pool Schedule. Apache Pool will be open in accordance with the schedule attached as Exhibit "A", as it may be revised by the Board. Apache Pool may be temporarily closed from time to time due to winter weather conditions. The pool cover must be completely removed at all times that any portion of Apache Pool is in use. In order to conserve energy resources, the cover must be placed on Apache Pool at pool closing each day while the pool heaters are in operation. If the Contractor fails to do so, the Contractor will be charged the sum of \$100 per occurrence, as liquidated damages, to compensate the District for utility costs expended due to the cover not being in place. This fee will be deducted from the compensation due for the next pay period. In addition, Apache Pool may be closed for maintenance purposes from time to time.

6. Apache Pool Opening, Closing, and Hourly Responsibilities. The Contractor will open and close Apache Pool, and perform hourly checks at Apache Pool, following protocols and checklists.

## **E. CHEMICALS AND SUPPLIES**

1. The Contractor will be responsible for purchasing and maintaining a sufficient chemical inventory and coordinating delivery of all chemicals necessary to provide safe and clean pool water throughout the term of this Agreement to meet the standards required in Section D above at its expense. The Contractor agrees that it has sufficient knowledge of the operation of the Pools to determine the amount of chemicals necessary for operation. If chemical supplies anticipated to be required based on normal operation prove to be inadequate to meet Pool water quality requirements, resulting in an increase in the cost expended by the Contractor for chemicals, an additional fee may be requested by the Contractor, subject to review by the Pools Subcommittee and approval by the Board. Unless otherwise directed by the Board, the Contractor will seek the lowest competitive prices for, order and supply all chemicals required for the Pools on behalf of the District. The Contractor will be responsible for accepting deliveries of chemical supplies from its suppliers, and must take adequate precautions to prevent damage to the District's facilities by any suppliers. Delivery trucks are not allowed on the grass. The Contractor will be responsible for repair of any damages that may be caused by the Contractor's suppliers. Proper handling and disposal of all chemical products is required.

2. During the term of this Agreement, the Contractor will provide lifeguard and Managers' shirts, lanyards, whistles, ~~suntan lotion~~, inhalation bags, administrative forms and training supplies, at its own expense.

3. During the term of this Agreement, the District will provide the following supplies, at its expense. The Contractor will notify the General Manager of any of these supplies that need to be ordered.

a. Pool and Janitorial Supplies. This includes soap, disinfectant, paper towels, deodorizer, toilet tissue, correct size trash can liners for the Pool area and bathrooms, glass cleaner, tile scrub pads and tile cleaner.

b. Light Bulbs. This includes normal incandescent light bulbs for the bathrooms, pump rooms and lifeguard rooms.

c. Office Supplies. This includes paper, pencils, pens, calculators, staples, paper clips and storage/file boxes.

d. Paper Forms. This includes guest passes, Pool schedules, copies of the Rules, incident reports and Pool party information and reservation forms.

e. First Aid Supplies. This includes bandages, band aids, antibacterial disinfectant, aloe, gauze pads and ice packs.

f. Other Equipment. This includes pool operating equipment, including water hoses, pool vacuum heads, pool poles, pool vacuum hoses, rescue tubes, ring buoys, life hooks, pool rules signs, trash receptacles, water test kit, life line, safety goggles, chemical resistant gloves, mops, brooms, dust pan, brushes, buckets, sponges, pool brushes, leaf skimmers and algae brushes.

#### **IV. OPTIONAL SERVICES**

##### **~~A. SWIMMING INSTRUCTION~~**

~~The Contractor will provide swimming lessons, to District residents only, during normal operating hours in the following areas:~~

- a. ~~Pre-school swim instruction (ages 3 to school age)~~
- b. ~~School age swim instruction~~
- c. ~~Adult Master swim class~~

~~Instruction will be provided by a qualified employee of the Contractor not on duty at the Pools. Lessons will be conducted on a private contract basis between the Contractor and the individual students, and the District will have no responsibility for any costs associated with lessons. The fees charged for lessons will be the fees charged for such lessons by the Contractor, currently \$75 per two week session for group lessons.~~

**A. ~~B.SPECIAL EVENTS, ADDITIONAL HOURS OF OPERATION AND PRIVATE PARTIES~~**

~~1. The Contractor will plan and staff the following special events during the summer, on dates and at times determined by the Pools Subcommittee and approved by the Board:~~

- a. ~~Family Night~~
- b. ~~Teen Night~~
- c. ~~Quarterly CPR classes~~

~~These events will normally be held during regular Pool operating hours. Additional special events may be scheduled by agreement between the Contractor and the Board. The District will provide a refreshment budget of \$1,000 for all summer events, and the actual disbursement for refreshments for each event will be subject to approval by the General Manager.~~

1. ~~2.~~ Subject to the availability of the Pool facility and adequate staff, the Contractor will make reservations and provide lifeguards for private parties on Fridays, Saturdays and Sundays during the “summer swim season”, between the hours of 8:00 p.m. and 10:00 p.m. Only residents registered into and shown to be in “good standing” in the Database System will be permitted to make reservations for private parties, and reservations will be made on a first-come, first-served basis. The total number of attendees at any private party may not exceed 50, unless approved in advance by the Pools Subcommittee. The Contractor will coordinate directly with the resident hosting a private party with respect to staffing requirements at and payments for the party. Payment for all private parties, as specified below, must be sent directly to the Contractor by the resident hosting the party, and the District will have no responsibility for such payment. No alcoholic beverages will be permitted and the Contractor’s staff will strictly enforce the Rules at all times. Staffing requirements and payments for each Pool is as follows:

a. Tumlinson Pool. Private parties with up to 50 guests will require six lifeguards to be present at all times. At the time of scheduling of a private party, the resident hosting the party must pay \$400 to the Contractor as compensation for scheduling and staffing the party, and \$100 to the District for a facilities and clean-up deposit, for a total of \$500.00. These payments must be made by separate check, payable to the Contractor and the District, respectively, and sent directly to the Contractor.

b. Apache Pool. Private parties with up to 50 guests will require two lifeguards to be present at all times. At the time of scheduling of a private party, the resident hosting the party must pay \$250 to the Contractor as compensation for scheduling and staffing the party, and \$100 to the District for a facilities and clean-up deposit, for a total of \$350. These payments must be made by separate check, payable to the Contractor and the District, respectively, and sent directly to the Contractor.

~~2.~~ ~~3.~~ No event will be scheduled and no lifeguards will be provided on days that the Pools are scheduled to be closed, on days before the Pools open, or after 10:00 p.m. on any day.

**B. ~~C.~~ REPAIRS**

The Contractor represents that it is qualified and capable of performing routine Pool maintenance that may be required during the term of this Agreement. Routine maintenance means maintenance specified in this Agreement or not requiring parts or materials, and this work will be performed at no additional cost to the District. The General Manager will be notified of any required or recommended nonroutine maintenance or repairs, and such work will be subject to approval by the Board or the Pools Subcommittee in advance and will be coordinated with the General Manager.

**C. ~~SWIMD.~~ TEAM**

The Contractor acknowledges that the District currently makes Apache Pool available for use by the Tidal Waves Swim Team and the Leander Independent School District High School Swim Teams. The Contractor will not be responsible for providing lifeguarding services during established team practice times unless the Pool in question is otherwise open to the public. The Contractor acknowledges that open communication and a good working relationship between the Contractor, as the District's pool manager, and the swim teams utilizing the Pools is a priority to the Board. Therefore, the Contractor agrees to notify the General Manager of, and to use its best professional judgment to resolve, any scheduling issues or conflicts so as to maximize use of the Pool and enhance the experience of all Pool patrons.

**V. COMPENSATION AND BILLING**

The District will pay the Contractor the total sum of ~~\$331,269~~ \$331,835.04 for the basic services described in Article III, payable in installments of ~~\$27,605.75~~ \$27,652.92 per month, each of which will be paid within five days following the Board's regular monthly meeting.

The Parties recognize that from time to time additional lifeguarding services may be required to accommodate the schedule of the Pools. In such circumstances, the Contractor will provide such services at a rate of \$28.50/hour and the Board will approve such expenditures.

If circumstances arise that render the Contractor unable to employ the necessary amount of lifeguards to staff the Pools as contemplated under this Agreement, the Contractor will reimburse the District in an amount commensurate with the Contractor's failure to provide the required services under this Agreement

**VI. NOTICE**

Any notice or communication under this Agreement must be in writing and may, unless otherwise provided herein, be given by (i) depositing the same in the United States Mail, postage paid, certified, and addressed to the party to be notified with return receipt requested; (ii) hand delivering the same to such party, or an agent of such party; or (iii) confirmed email notification. Notice deposited in the mail in the manner hereinabove described will be effective from and after the expiration of three days after such deposit. Notice given in any other manner will be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties will, until changed as provided below, be as follows:

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

Leander, Texas 78646-0129

General Manager  
And Website  
Administrator:

Crossroads Utility Services, LLC  
2601 Forest Creek Drive  
Round Rock, Texas 78665-1232  
Attn: ~~Jaquelyn Smith~~ [Lisa Torres](#)  
Phone: (512) 541-9135  
Email: [gm@blockhousemudtx.gov](mailto:gm@blockhousemudtx.gov)

Pools Subcommittee:

Subcommittee Members and current contact information as provided on Subcommittee List.

With a copy to:

Armbrust & Brown, PLLC  
Attn: Sean Abbott  
100 Congress Avenue, Suite 1300  
Austin, Texas 78701  
Email: [sabbott@abaustin.com](mailto:sabbott@abaustin.com)

Contractor:

Lifeguard 4 Hire, L.L.C.  
705 Maurice Cove  
Cedar Park, Texas 78613  
Attn: Tom Davis  
Cell Phone: (512) 970-5433  
Email: [info@lifeguard4hire.com](mailto:info@lifeguard4hire.com)

The parties may change their respective contact information for purposes of notice by giving at least five days written notice of the new information to the other parties. If any date or any period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period will be extended to the next business day.

## **VII. INDEPENDENT CONTRACTOR**

The District and the Contractor agree that the Contractor is being retained as an independent contractor and not as an employee. All personnel required for the performance of the Contractor's duties under this Agreement will be employed by the Contractor, and will not be employees of the District. The Contractor will be solely responsible for all wages, income tax withholdings, social security, unemployment taxes and worker's compensation insurance required for its personnel employed to perform services under this Agreement. The Contractor agrees that it will be responsible for collecting and remitting to the federal, state and local authorities all applicable FICA and income tax withholdings, if any, based upon sums paid to it by the District.

## **VIII. COMPLIANCE WITH APPLICABLE LAWS AND REQUIREMENTS**

The Contractor will comply with all applicable federal, state, and county ordinances and regulations in performing all services to be rendered by the Contractor under this Agreement, and will advise the Board and the General Manager of any change in ordinances or regulations. Further, the Contractor will ensure that the Pools are operated and maintained in accordance with all applicable federal, state, and county ordinances and regulations and will provide prompt notice to the General Manager if District is not in compliance with any applicable rules or regulations. The District will comply with all applicable federal, state, and county ordinances



and regulations in providing the pool facilities. The Contractor will operate, manage, and maintain the Pools in accordance with the Rules, attached as **Exhibit “B”**, including the “Policies and Procedures Relating to Pool Operations During the Coronavirus Epidemic” contained therein. Additionally, the Contractor will comply with the District’s Contractor Code of Conduct, attached as **Exhibit “C”**, and the District’s Code of Ethics, Travel and Professional Services Policy, attached as **Exhibit “D”**.

The Contractor will undertake all necessary and required actions, filings, and communications with all applicable governmental and regulatory authorities, including but not limited to the Williamson County Health District, to ensure that the District has all proper permits and certifications relating to the operation of the Pools. Contractor will also schedule and undertake all necessary actions to ensure that the District is in compliance with all rules and standards relating to the inspection of District facilities by the Texas Municipal League Intergovernmental Risk Pool (“*TML*”) or any other insurer of District facilities. Contractor will: (1) promptly notify the General Manager of the District if the District fails to procure any necessary license, approval, or certification from a regulatory authority or if any District facility fails an inspection conducted by the TML or any other insurer of District facilities; and (2) undertake best efforts to promptly cure any deficiencies relating to the failure to obtain any necessary regulatory approval or the failed inspection of a District facility.

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

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

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

Israeli-controlled territory, but does not include an action made for ordinary business purposes. Contractor understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with Contractor.

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

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

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

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

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

## **IX. INSURANCE AND BOND**

Upon the full execution of this Agreement and prior to providing any services under this Agreement, the Contractor must furnish the District certificates of insurance and policies, including all endorsements, on forms acceptable to the District, confirming the following insurance coverage in at least the amounts set forth below and, except with respect to Worker’s

Compensation insurance, naming the District as an additional insured entitled to the full benefit of coverage:

- |    |  |  |
|----|--|--|
| a. | Worker's Compensation/<br>Employer's Liability   | Statutory amounts<br>as prescribed by law  |
| b. | Commercial General Liability<br>(occurrence basis)   | \$1,000,000 (per occurrence)<br>\$2,000,000 (aggregate)<br>\$1,000,000 (products /<br>completed operations<br>aggregate) |
| c. | Automobile Liability<br>(occurrence basis), which policy<br>must include liability<br>arising out of operation of owned,<br>hired and non-owned vehicles | \$1,000,000 (combined single<br>limit)   |
| d. | Commercial Crime<br>(covering theft of District property<br>by the Contractor's employees)   | \$1,000,000  |

The Contractor's Commercial General Liability policy must: (1) be on a current edition of ISO form CG 00 01 12 07 or equivalent; (2) include, but not be limited to, the following coverages: premises/operations, products/ completed operations, independent contractors, personal injury, contractual liability, including contractual indemnity, and explosion, collapse, underground property damage; and (3) not include the following endorsements and exclusions or equivalent limitations: CG 22 94 or CG 22 95 (Damage to Work Performed by Subcontracts Exclusion), CG 21 39 (Contractual Limitation Endorsement), CG 24 26 (Amendment of Insured Contract Definition), and CG 21 37 (Employees as Insureds Exclusion).

All of the above-listed insurance must be maintained in force throughout the term of this Agreement and must be written by insurance companies authorized to sell insurance where work is being performed and have an A.M. Best's rating of **B++ VII** or better. All insurance policies must provide that they may not be cancelled or modified without 30 days' prior written notice to the District and that they are primary and noncontributory over any insurance that may be carried by the District.

#### **X. INDEMNIFICATION**

THE CONTRACTOR AGREES TO WHOLLY INDEMNIFY, DEFEND, AND HOLD HARMLESS THE DISTRICT FROM ALL CLAIMS, LOSSES, EXPENSES, AND LIABILITIES (INCLUDING REASONABLE ATTORNEYS' FEES AND LITIGATION EXPENSES) ARISING OUT OF DAMAGE TO PROPERTY, INJURY TO OR DEATH OF PERSONS (INCLUDING THE PROPERTY AND PERSONS OF THE PARTIES AND THEIR AGENTS, SERVANTS, CONTRACTORS AND EMPLOYEES), OR LOSS OF USE OF PROPERTY, LOSS OF REVENUE, OR OTHER ECONOMIC LOSSES ARISING FROM OR RELATING TO THE SERVICES TO BE PERFORMED BY THE CONTRACTOR UNDER THIS AGREEMENT. **THE OBLIGATIONS IN THIS PARAGRAPH APPLY WHETHER ALLEGED OR ACTUAL NEGLIGENT ACTS OR OMISSIONS OF THE DISTRICT CAUSED THE LOSS IN WHOLE OR IN PART.** THESE OBLIGATIONS INCLUDE, WITHOUT LIMITATION, CLAIMS BY THE CONTRACTOR'S EMPLOYEES AGAINST THE DISTRICT.

## **XI. TERM OF AGREEMENT; TERMINATION**

The term of this Agreement commences effective ~~October 1, 2021~~ November 1, 2022, and continues through ~~September 30, 2022~~ October 31, 2023, unless extended or sooner terminated in accordance with the terms and conditions of this Agreement. This Agreement may be terminated by either party for good cause by delivery of at least 30 days' written notice. Drought conditions that impair the District's ability to fill, maintain, and/or operate the Pools will constitute "good cause" for termination of this Agreement. The foregoing notwithstanding, in the event of termination of this Agreement by the District due to the Contractor's refusal or inability to perform, gross negligence, or fraud in the performance of its duties, or the distressed financial condition of the Contractor, the District may terminate this Agreement by delivery of written notice to the Contractor, and the termination will be effective immediately upon delivery of such notice.

## **XII. MISCELLANEOUS**

The Contractor must provide adequate supervision to assure that all work will be done in accordance with these specifications and generally accepted good pool operation and maintenance standards. The site must be inspected by supervisory administrative personnel at least two times per week during the contract period.

All work outside the express terms of these specifications, except for emergency repairs approved by the General Manager, must have prior written approval by the Board. Charges for extra work, except for emergency repairs approved by the General Manager or work specifically approved by this Agreement, must be submitted to the Board for approval prior to commencement of the work.

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

This Agreement may not be amended to reduce the scope of services without the mutual agreement of the parties.

This Agreement may NOT be assigned by either party without the prior, written approval of the other party. The use of any subcontractor by the Contractor will be subject to the prior written approval of the Board or General Manager, which may be withheld for any reason.

This Agreement is binding upon and inures to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

In case any one or more of the provisions contained in this Agreement are for any reason held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability does not affect any other provision and this Agreement will be construed as if the invalid, illegal, or unenforceable provision had never been contained in this Agreement.

If either party defaults in the performance of its obligations hereunder for any reason, the other party will be entitled to pursue all remedies available at law or in equity. In the event of any lawsuit based on this Agreement, the prevailing party will be entitled to recover reasonable attorney's fees and related costs.

The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof.

Wherever appropriate, the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice versa. Both parties have participated in the negotiation and drafting of this Agreement; therefore, in the event of any ambiguity, the provisions of this Agreement will not be construed for or against either party.

This Agreement may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument.

This Agreement, including all exhibits, constitutes the sole agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting its subject matter.

The following exhibits are attached to this Agreement and incorporated herein by reference:

- |              |  |
|--------------|--|
| Exhibit "A": | Current Pool Schedule  |
| Exhibit "B": | District Pool Rules and Regulations                              |
| Exhibit "C": | District Contractor Code of Conduct                              |
| Exhibit "D": | District Code of Ethics, Travel and Professional Services Policy |

Executed by the parties on the dates specified below, to be effective ~~October 1, 2021~~ November 1, 2022.

**DISTRICT:**

**BLOCK HOUSE MUNICIPAL UTILITY  
DISTRICT**

By: \_\_\_\_\_  
Cecilia Roberts, President  
Board of Directors

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

**ATTEST:**

\_\_\_\_\_  
Byron Koenig, Secretary  
Board of Directors

**CONTRACTOR:**

**LIFEGUARD 4 HIRE, L.L.C.,**  
a Texas limited liability company

By: \_\_\_\_\_  
Tom Davis, Director of Operations

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

**EXHIBIT  
"A"**

# 2021-2022 POOL SCHEDULE

Apache Pool	(6 Lane, 25 meter pool, heated mid Oct - mid March)						
3100 N Blockhouse Dr	Mon	Tue	Wed	Thurs	Fri	Sat	Sun
<b>October 1st - April 30th</b>	5pm-9pm	CLOSED	5pm-9pm	CLOSED	5pm-9pm	CLOSED	CLOSED
<b>May 1st - May 26th</b>	CLOSED	11am-2pm	CLOSED	11am-2pm	CLOSED	12pm-8pm	12pm-8pm
<b>May 27th - August 10th</b>	12pm-8pm	12pm-8pm	12pm-8pm	12pm-8pm	12pm-8pm	12pm-8pm	12pm-8pm
<b>August 11th - September 30th</b>	5pm-9pm	CLOSED	5pm-9pm	CLOSED	5pm-9pm	12pm-8pm	12pm-8pm

Tumlinson Pool	(Recreation pool with beach entry, splash features and water slides)						
2600 S Block House Dr	Mon	Tue	Wed	Thurs	Fri	Sat	Sun
<b>May 1st - May 26th</b>	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	10am-8pm	10am-8pm
<b>May 27th - August 10th</b>	10am-8pm	10am-8pm	10am-8pm	10am-8pm	10am-8pm	10am-8pm	10am-8pm
<b>August 11th - September 4th</b>	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	10am-8pm	10am-8pm
<b>Sep 6th - Dec 31st closed for season</b>	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED

Pool schedule subject to change at any time

**IMPORTANT DATES**

November 24th - 26th	POOLS CLOSED
December 22nd - 27th	POOLS CLOSED
December 31st - January 1st	POOLS CLOSED
January 8th	POLAR PLUNGE at Apache
April 2nd - 4th	POOLS CLOSED
September 5th	Apache OPEN 12pm-8pm and Tumlinson OPEN 10am-8pm



## EXHIBIT “B”

### POOL RULES AND REGULATIONS

#### ACCESS POLICY

These rules are applicable to both the Tumlinson Pool and the Apache Pool. Pool hours will be established by the Board of Directors from time to time, and posted at each Pool office.

#### RULES AND REGULATIONS

Tumlinson Pool Phone (512) 259-0341

Apache Pool Phone (512) 260-2699

#### A. IDENTIFICATION

Residents must be registered into and shown to be in “good standing” in the Database System for admission to any Pool area. An individual will be shown to be in “good standing” in the Database System if the monthly water/wastewater bills charged to the individual’s residence have been timely paid. If a resident is not shown to be in “good standing” in the Database System, entry will not be permitted. In order to gain access to the Pools, residents must have their barcodes tags swiped against the barcode scanners located at the entrances of the Pool. Residents may register into the Database System and receive barcode tags at Tumlinson Pool or Apache Pool during regular Pool hours, or by contacting the District’s General Manager.

#### B. ADULT SUPERVISION POLICY

1. Children who have not reached their tenth birthday must be attended at all times by a parent or approved babysitter over the age of 16. The parent or babysitter must be IN the water within an arm’s reach of a non-swimming child.
2. Children between the ages of ten and 13 must pass a swim test before they may attend the Pool without a parent or approved babysitter over the age of 16.
3. Parents must provide written authorization, on the form approved by the District, attached as **Exhibit “M”**, naming a specific approved babysitter to attend their children under 13 years of age while at the Pool. A written authorization will not be required for children between the ages of ten and 13 who have passed a swim test as set out in Paragraph 2 above.
4. A non-resident babysitter must present a current form of identification and an executed Application to Use District Recreational Facilities and Release of Liability form, a copy of which attached as **Exhibit “K”** (“*Application and Release*”). If the babysitter is under the age of 18, the Application and Release must be signed by their parent or legal guardian.
5. **PARENTS ARE RESPONSIBLE FOR THEIR CHILDREN. LIFEGUARDS ARE RESPONSIBLE FOR SAFETY AND EMERGENCY RESPONSE.**

6. Only children three years of age or younger or who are disabled will be permitted to accompany a parent of the opposite sex into the dressing rooms.

### C. GUEST POLICY

Guests must be accompanied by a resident registered into and shown to be in “good standing” in the Database System. Each household may have up to five (5) guests per day. Guests will be required to execute an Application and Release. If the guest is under the age of 18, the Application and Release must be signed by their parent or legal guardian. Guests must register at the time of admission to the Pool and pay an admission fee of \$1.00 at the time of admission.

### D. PRIVATE PARTIES

1. The Pools may only be reserved for private parties by residents of the District who are registered and in “good standing” in the District’s Database System. Reservations will be scheduled on a first-come, first-served basis, subject to (a) the availability of lifeguards through the District’s pool management contractor (the “*Pool Contractor*”); and (b) the terms of these Rules. No private parties may be scheduled on holidays.
2. All private parties will be limited to a maximum of 50 guests. Private parties may be scheduled on a Friday, Saturday or Sunday during the summer swim season only (last day of school to first day of school) between the hours of 8:00 p.m. and 10:00 p.m. All attendees must depart the facility by 10:00 p.m. Any guests who are not registered on the Database System must execute and deliver to the District’s Pool Contractor the District’s Application and Release prior to the date of the event as a condition to admission; if the guest is under the age of 18, the Application and Release must be signed by the guest’s parent or legal guardian.
3. The resident host of any private party must (a) complete, sign and return to the District’s Pool Contractor the Application to Reserve Pool for Private Party attached as **Exhibit “A-1”** (the “*Application*”) and (b) pay (i) \$100, consisting of a \$50 deposit and a \$50 usage fee, to the District, and (ii) the fee applicable to the usage option selected by the host on the Application to the District’s Pool Contractor at least 14 days in advance of the date of the party. Reservations will be subject to availability of lifeguards and the availability of the facility, and will ONLY be confirmed following the receipt of FULL PAYMENT. If a party is cancelled by confirmed notice to the District’s Pool Contractor at least 14 days before the scheduled date, the host will receive a full refund. If a party is cancelled by confirmed notice to the District’s Pool Contractor at least three business days before the scheduled date, the host will receive a refund of the amount paid, less a \$50 service charge which will be deducted from the deposit. Due to the costs incurred by the District in reserving the facility and scheduling lifeguards, no refunds or credits will be given if any event is cancelled less than three business days before the event, regardless of whether the event is cancelled at the request of the host or due to inclement weather.
4. NO alcoholic beverages and no illegal or controlled substances are permitted at the Pools at any time. A violation of this policy during a private party may result in permanent suspension of the host’s Pool privileges. All provisions of these Rules will apply and will be enforced during all private parties, and any violation

of these Rules may result in the immediate closing of the Pool and cancellation of the party and, in such case, all fees paid will be retained by the District and no refund or credit will be issued as a result of the cancellation.

5. The resident host will be eligible to receive a refund of his or her \$50 deposit if the Pool facilities are left in a clean and undamaged condition after the private party and all of these Rules are complied with by the host and his or her guests during the event.

#### **E. RULES AND CONDUCT**

1. No commercial activity or use.
2. No diving.
3. No hanging on ropes.
4. No running, jumping, skipping, or any movement other than ordinary walking.
5. No cutoffs or street clothes. Swimsuits are required. Swim diapers are required for children who are not toilet-trained.
6. No snorkels or face masks. Plastic swim goggles may be used.
7. No “somersaults”, “back dives”, “preacher seats”, “can openers” or similar type entries from the edge of the Pool.
8. Swimmers in the water have the right-of-way. Patrons entering the water from the deck or water slide must make certain no one is in front of them.
9. No person except for the lifeguard on the lifeguard stand.
10. No person may talk to, shout at, or in any manner distract a lifeguard on the lifeguard stand, except in the case of an emergency.
11. No rough play, pushing, dunking, splash fights or similar behavior. Such behavior will be dealt with on an individual basis, but could result in permanent exclusion from the use of the Pool.
12. Floating devices may be allowed in the Pool during adult swim at the lifeguards’ discretion. Water wings and small floats for non-swimming children are allowed at all times. **See Paragraph B above regarding Adult Supervision Policy.**
13. Only small floating toys and balls approved by the Pool manager will be allowed in the Pool.
14. Trash must be removed.
15. No cocoa butter, baby oil, or heavy suntan oils.
16. No chewing gum while swimming.

17. No swimming with an open sore or communicable disease.
18. One long whistle blast by a lifeguard requires all Pool patrons to immediately leave the Pool.
19. No bicycles, skateboards, skates, or motorized vehicles within the Pool area.
20. No pets.
21. No destructive activities.
22. No disorderly, dangerous, or offensive conduct.
23. No profanity.
24. No glass containers.
25. No alcoholic beverages.
26. No illegal or controlled substances.
27. No smoking.
28. No open flames.
29. No hurling, throwing, discharging, firing or propelling by any means any missile is permitted. This rule applies to, but is not limited to, golfing activity, firearms, pellet guns, air guns, fireworks, bows and arrows, blowguns, slingshots, and other hazardous items, and throwing stones, darts, knives, spears and javelins.
30. No motor-driven vehicles or equipment are permitted in any grassy or unpaved area. Vehicles are permitted to park within parking lots only. Parking lots are for park patron use only. No overnight parking of vehicles. Violators may be towed at the expense of the violator.
31. No signs or advertising may be attached to or placed on District property.
32. No amplified or live music that (i) creates vibrations apparent by direct means, such as touch or visual observation of moving objects, to a person of normal sensitivities beyond the boundaries of the Pool, or (ii) that is audible outside the boundaries of the Pool will be permitted without Board approval. No music that promotes violence or illegal or abusive behavior. No amplified music in a vehicle that is audible or causes a vibration 30 feet from the vehicle.
33. No littering. Trash must be collected and disposed of in the receptacles provided.
34. The District reserves the right to impose additional restrictions on use as the situation warrants. A violation of the rules applicable to the use of any District facility is grounds for expulsion and exclusion from the District's Parks and recreational facilities.

35. Damage to District property is a crime. To discourage such activity, the District has increased security patrols. The District will pay \$500 to anyone providing information that leads to the apprehension and conviction of persons causing damage to District property. Persons causing damage to District property will be prosecuted to the full extent of the law. To report such activity, please call the Williamson County Sheriff's office at (512) 864-8282, option 1, option 1. For emergency calls only dial 911.

**Conduct by any person deemed to be dangerous, unreasonable, threatening, or offensive to patrons or employees is grounds for imposing a time out or removal from the Pool by the lifeguards. Any individual receiving time out or removal from the Pool repeatedly or for serious infractions will lose all Pool privileges for the remainder of the season and will be barred from special events.**

#### **F. GENERAL INFORMATION**

1. At the discretion of the Pool Contractor and upon approval by the District's General Manager, certain periods of the normal open swim hours may be set aside for specialized activities such as adult swimming, games, etc. These activities will be open to all interested residents registered into and shown to be in "good standing" in the Database System, subject to any limitations related to the event.
2. Coming events or schedule changes will be posted at the Pool.

#### **POOL WATER QUALITY POLICY**

1. The District, through its Pool Contractor, will implement a public awareness and public education program that is designed to:
  - a. Educate the Pool Contractor's staff on pool water quality management, including:
    1. How to respond to swimmers and staff who are ill;
    2. How to answer questions and complaints; and
    3. How to manage press inquiries in the event of an outbreak of illness.
  - b. Educate the District's residents through signage at the Pool; and
  - c. Ensure that the District's policy is enforced.
2. The District has implemented the following policy:
  - a. Individuals who are ill with diarrhea or abdominal cramps, including lifeguards, may not swim in the Pool. Such illnesses must be reported to the Pool manager.
  - b. Any inquiries relating to possible water-borne illness must be referred to the Pool Contractor, and must be reported to the District's General Manager immediately.

- c. Lifeguards must monitor the Pool for fecal accidents and behavior that would increase risk of illness, such as rinsing a child’s buttocks or a diaper in the Pool.
  - d. Children who are not toilet-trained must wear swim diapers while in the Pool.
  - e. All Pool staff will be educated as to the attached response policy for possible contamination incidents and must sign a copy of this policy to indicate that they have read the policy and will comply with its requirements.
3. The following signage will be posted at the Pool, in a conspicuous location before the entrance to the Pool:

**PROTECT OUR WATER**

**If you have or have had diarrhea in the past two weeks, please do not use the Pool. Swimmers are encouraged to take a cleansing shower before entering the Pool. Children who are not toilet-trained MUST wear a swim diaper at all times while in the water.**

**POOL WATER QUALITY RESPONSE POLICY**

- 1. The Pool and Pool area must be kept clean and disinfected at all times, including the dressing, toilet, and shower areas.
- 2. Filtration systems must be maintained and functional at all times. Any maintenance problems or malfunctions must be reported to the Pool Contractor and the District’s General Manager immediately.
- 3. Proper water chemical levels must be maintained at all times.
- 4.
  - a. All fecal and vomiting incidents will be handled according to the following procedures:

<b>FECAL (including diarrhea)</b>	<b>VOMIT</b>
<ul style="list-style-type: none"> <li>1. Clear the <b>pool</b>.</li> <li>2. Close the pool for 24 hours or a minimum of 3 to 4 complete turnovers.</li> <li>3. Remove fecal material and dispose of in sanitary sewer (toilet).</li> <li>4. Disinfect any pool equipment used to handle fecal material.</li> <li>5. Add chlorine to raise the pool to</li> </ul>	<ul style="list-style-type: none"> <li>1. Clear the <b>pool</b>.</li> <li>2. Add chlorine to raise the pool to 5 ppm, or equivalent, using other disinfectants.</li> <li>3. Remove any chunks or pieces.</li> <li>4. Allow some time for the disinfectant to spread and work on the extra organic material. In addition we need to avoid “hot” spots of disinfectant that swimmers may swim through. Allow about an hour of total time</li> </ul>

5 ppm chlorine.		down.
6. Before reopening, backwash all filters.		5. Recheck for adequate chlorine.
7. Reopen pool		6. Reopen pool.

- b. Any material removed from the Pool must be disposed of in a biohazard waste bag. Clean your equipment and wash your hands.
- c. If someone tells you he or she currently has an ongoing *Cryptosporidia* infection and just had an accident in your pool:
  - 1. Clear and close the pool.
  - 2. Inform patrons and staff of the situation. Have them contact the local health department and their doctor if they become ill. It will usually take seven to ten days before anyone becomes ill. Young children should not attend daycare if they develop a diarrheal infection.
  - 3. Add disinfectant to bring the pool up to 20 ppm chlorine or equivalent. Remove any pieces of stool and place them in a biohazard bag. Avoid handling the stool, and wash well afterwards. Disinfect the net or other equipment. (The net can be placed into the pool.)
  - 4. Notify the local health department of the situation.
  - 5. Maintain the disinfectant level for 12 hours and ensure the circulation flow is at its maximum effective rate during this time. Balance the water chemistry.
  - 6. Backwash the filters thoroughly.
  - 7. Rebalance the water chemistry and adjust the disinfectant. Open the pool.
  - 8. Monitor staff for illness and restrict ill staff from the water until they obtain a negative stool sample for *Cryptosporidia*, or for two weeks after the diarrhea ends.

**POLICIES AND PROCEDURES RELATING TO POOL OPERATIONS DURING THE CORONAVIRUS EPIDEMIC**

The Board of Directors of the District has adopted the policies and procedures in the attached **Exhibit “A-2”** relating to operation, management, and administration of the District’s pools during the Coronavirus epidemic.

## MESSAGE FROM THE BOARD OF DIRECTORS

The Board of Directors hope that you enjoy the District's Pools. Please use them in a safe and considerate manner. If you have any questions, or if the facilities need attention, please call the District's General Manager at (512) 259-0959.

### EXHIBIT "A-2"

## POLICIES AND PROCEDURES RELATING TO POOL OPERATIONS DURING THE CORONAVIRUS EPIDEMIC

In consideration of Gov. Greg Abbott's proclamation of May 11, 2020 allowing for the reopening of public pools in the State of Texas during the Coronavirus epidemic, the Board of Directors has adopted the following policies and procedures relating to operation, administration, and maintenance of the District's pools during the Coronavirus epidemic (the "Coronavirus Policies and Procedures"). The Coronavirus Policies and Procedures shall be utilized and enforced while the State of Texas has an active disaster declaration in place pursuant to Section 418.014, Texas Government Code, and shall continue to be utilized and enforced until the Board finds that use of Coronavirus Policies and Procedures are no longer necessary. The Board of Directors may revise the Coronavirus Policies and Procedures from time to time in accordance with established best practices and recommendations from relevant regulatory authorities to ensure the health and safety of swimmers in District pools. Tumlinson Pool and Apache Pool shall be collectively referred to as the "Pools" in these policies and procedures. All capitalized terms utilized in this exhibit shall have the same definition ascribed to them in the Pool Rules and Regulations.

### OPERATION OF POOLS

1. The Pools shall be operated in compliance with the all relevant regulatory authorities during the Coronavirus epidemic, including but not limited to the State of Texas and Williamson County Health District.

### LIFEGUARD RESPONSIBILITIES

1. Lifeguards shall perform all sanitation relating to the Pools, with a focus on the following "high touch" areas: restrooms, handrails, door knobs, and gates. High touch areas shall be cleaned at least once every hour. The District shall supply all necessary cleaning materials and equipment necessary to clean high touch areas. A written cleaning policy shall be established by the Pool Contractor and will be posted at the Pools in a location that is visible to the public.
2. To the extent possible, Lifeguards shall convert high touch surfaces to hands-free functionality.

### GENERAL CONSIDERATIONS

1. Hand sanitizer shall be strategically placed at each entrance and exit, as well as in "high traffic" areas of the Pools.
2. Signage shall be posted in prominent places of the Pool complexes on the following topics:
  - Reminding pool users to wash their hands;



- To maintain social distancing at all times, including while swimming;
- Listing symptoms of the Coronavirus and reminding swimmers to stay home if they've recently experienced such symptoms or if anyone in their household has experienced such symptoms;
- Recommending residents wear face masks when they are not in the water;
- Confirming capacity control limits.

3. The Pool Contractor shall provide the District with the written policies and procedures that the Pool Contractor has instituted for its employees relating to Coronavirus, including procedures for staying home from work if an employee has exhibited Coronavirus symptoms. No employees of Pool Contractor who have tested positive for Coronavirus shall be allowed to return to work until they have quarantined in accordance with all relevant CDC standards.

4. If the Pool Contractor or District is made aware that an individual who has visited the Pools has tested positive for the Coronavirus—be it an employee of the Pool Contractor or a District resident who has visited a District Pool—the District shall undertake best efforts to notify all individuals who were at the Pool at the same time as the individual diagnosed with Coronavirus of the positive test.

**EXHIBIT “C”**

[attach copy of Contractor Code of Conduct]

**EXHIBIT “D”**

[attach copy of Code of Ethics, Travel and Professional Services Policy]

## LANDSCAPE MAINTENANCE AGREEMENT

This Landscape Maintenance Agreement (“*Contract*”) is entered into effective as of November 1, ~~2021~~2022, between Priority Landscapes, LLC, a Texas limited liability company (“*Contractor*” or “*Priority*”), and Block House Municipal Utility District, a political subdivision of the State of Texas operating under Chapters 49 and 54, Texas Water Code (“*District*”), in order to set forth the landscape maintenance services to be provided by the Contractor, the compensation to be paid by the District for such services, and other terms and conditions mutually agreed upon by the parties relating to such services.

### ARTICLE I BASIC SERVICES

#### A. Generally.

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

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

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

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

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

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

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

#### B. Meetings and Reports.

1. The Contractor will submit monthly written landscape maintenance reports with photographs, which reports will include a completed Production Schedule, irrigation system report, new plantings tracking spreadsheet, and 30/60/90 day report, to the District’s **Parks**

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

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

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

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

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

**E. Application of Chemicals.**

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

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

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

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

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

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

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

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

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

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

**K. Included Tree Care Services.** During each twelve month period covered by this Contract (a "*Contract Year*"), the Contractor will provide tree care services including Class 2 pruning of at least 25% of the trees in the District's parks, greenbelts, and licensed right-of-way areas; and additional tree care services as directed by the [Parks-Amenities](#) Subcommittee or General Manager ("*Tree Services*") up to a total value of ~~\$27,804~~ \$31,360 ("*Tree Cap*"). In connection with the Tree Services, materials will be provided at Contractor's actual cost plus 12% and labor will be provided at ~~\$67.50~~ \$80 per hour. The Contractor will provide a proposal with pricing for all Trees Services and no Tree Services will be performed until approved in writing by the [Parks-Amenities](#) Subcommittee or General Manager. If a proposal for contracted Tree Services exceeds ~~\$5,000~~ \$25,000, the Contractor will provide the [Parks-Amenities](#) Subcommittee and General Manager with at least two bids for the work. The Contractor will keep detailed records of all Tree Services performed and will provide the Board with a detail of such services, together with a ledger sheet which reflects the value and cost of each Tree Service performed and the remaining balance of the Tree Cap, with the Contractor's monthly landscape maintenance report. If the total Tree Services in any Contract Year exceed the Tree Cap, then those additional services will be subject to an additional charge and prior Board approval as provided in [Article IV](#).

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

1. For projects less than \$10,000, invoicing will be issued upon completion of the project described above.
2. This proposal is subject to withdrawal without notice by Priority if not accepted by the Customer within 30 days. If 30 days have passed please contact us, and upon validation of labor and material costs, a new bid will be submitted.
3. This proposal will become binding once written approval has been received and any application progress payments (see below).

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

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

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

## **ARTICLE II INCLUSIVE IRRIGATION SYSTEM REPAIR**

The Contractor will provide all-inclusive irrigation repair services to the District under this Contract. Such services will include lateral line repair, sprinkler head repair and/or replacement, valve replacement, and main line repair for lines up to two inches in diameter. All repairs will be performed in a timely manner in order to minimize lost or wasted water. In consideration of this all-inclusive service, the District will pay the Contractor the total sum of ~~\$18,000~~ 22,200 per Contract Year ("Total Irrigation Repair Payment") in monthly installments of ~~\$1,500~~ 1,850 per month. The ~~\$1,500~~ 1,850 monthly installment is included in the Base Compensation defined in Article III.A. The Total Irrigation Repair Payment will cover and include all irrigation system repairs up to ~~\$18,000~~ 22,200 during the Contract Year ("Irrigation Cap") based on labor cost of ~~\$67~~ 85 per hour and the Contractor's actual cost of materials, without surcharge or sales tax. If the total irrigation system repairs for a Contract Year exceed the Irrigation Cap, then those additional repairs will be subject to an additional charge and Board approval, as provided in Article IV. The Contractor will keep detailed records of all irrigation system repairs made and will provide the Board with repair documentation together with a ledger sheet which reflects the Total Irrigation Repair Payment, the cost of each repair made, and the remaining balance of the Total Irrigation Repair Payment with the Contractor's monthly landscape maintenance report. For irrigation system damage caused by a third party or acts beyond the control of the Contractor or District, the Contractor will provide detailed invoicing to enable the District to seek recovery of the cost from the third party or the District's insurer, if applicable.

## **ARTICLE III COMPENSATION**

**A. Base Compensation.** In consideration of the Contractor's performance of the Basic Services described in Article I, the District will pay the Contractor the sum of \$26,433.66 per

month (“*Base Compensation*”) during the Contract Year. The Base Compensation includes the ~~\$1,500~~1,850 monthly payment for irrigation repair described in Article II.

**B. Invoicing and Payment.** All invoices for services must be submitted to the District by the 10<sup>th</sup> day of each month. The District will pay each monthly invoice within ten days of the date of the regular monthly Board meeting at which the invoice is approved; however, if there is a bona fide dispute over an invoice, the District may withhold payment of the disputed portion of the invoice, subject to the requirements of Section 2251.002, Texas Government Code.

**C. Contingency-Stage 4 Water Use Restrictions.** In the event the City of Cedar Park imposes “Stage 4” water use restrictions, the District and the Contractor agree that the Production Schedule will be modified to the non-growing season service schedule, with service visits limited to once every two weeks, and Contractor’s compensation will be reduced by the sum of ~~\$2,303.70~~ ~~for 2,221~~for each omitted regularly scheduled service visit. For purposes of clarification, if Stage 4 is imposed in March, the Contractor will reduce its service visits from four to two, and the District’s invoice for March services will be reduced from ~~\$26,433.66~~27,750 per month to ~~\$21,826.27~~25,529 per month.

#### **ARTICLE IV OPTIONAL SERVICES AND COMPENSATION**

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

**A. Additional Irrigation System Repairs.** Repairs to the Irrigation System, for repairs of damage and wear and tear not caused by the Contractor and repairs not included in the all-inclusive irrigation repair services described in Article II, will be performed at a cost of ~~\$67~~85 per hour plus the Contractor’s actual cost of materials, without surcharge or sales tax.

**B. Additional Drainageway Debris Removal.** At the request and approval of the Board, the Contractor will undertake additional removal of vegetation and debris from the “Areas of Interest” identified on Exhibit “F”. The Board and Contractor will agree on the specific scope of work prior to the undertaking of such work, which will be performed at a cost of ~~\$67~~85 per hour plus the Contractor’s actual cost of materials, without surcharge or sales tax.

#### **ARTICLE V INSURANCE AND INDEMNIFICATION**

**A. Insurance.** Upon the full execution of this Contract and prior to providing any services hereunder, the Contractor must furnish the District certificates of insurance and policies, including all endorsements, on forms acceptable to the District, confirming the following insurance coverage in at least the amounts set forth below:

- |    |   |   |
|----|---|---|
| 1. | Workers Compensation/<br>Employer’s Liability   | Statutory amounts<br>as prescribed by law               |
| 2. | Commercial General Liability (occurrence basis), which policy must be on a current edition of ISO form CG 00 01 12 07 or equivalent, must not include an endorsement excluding the sole negligence of the District from the definition of “insured contract”, but must include coverage for products/completed operations | \$1,000,000 (per occurrence)<br>\$2,000,000 (aggregate) |



in the amount of:

- |    |   |  |
|----|---|--|
| 3. | Vehicle Liability (occurrence basis), which policy must include liability arising out of operation of owned, hired, and non-owned vehicles                                  | \$1,000,000 (each accident)                        |
| 4. | Excess/Umbrella Liability (above the actual amounts carried by the Contractor for the policies described in (1) (with respect to Employer's Liability), (2), and (3) above) | \$4,000,000 (per occurrence)                       |
| 5. | Other   | As required by the Texas Department of Agriculture |

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

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

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

## **ARTICLE VI INDEPENDENT CONTRACTOR**

**A. Independent Contractor.** The District and the Contractor agree that the Contractor is being retained as an independent contractor and not as an employee. The Contractor agrees it will be responsible for collecting and remitting to the federal, state, and local authorities all applicable FICA and income tax withholdings, if any, based upon sums paid to it by the District.

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

## **ARTICLE VII MISCELLANEOUS**

**A. Term.** This Contract will commence as of November 1, ~~2021~~2022, and remain in effect through October 31, ~~2022~~2023 (“*Term*”). The District may terminate this Contract at any time without cause by giving 30 days’ notice of termination to the Contractor, or may terminate this Contract for cause at any time without notice. Drought conditions and/or water use restrictions that affect the District’s ability to irrigate the Landscaped Areas will constitute cause for purposes of the District’s termination of this Agreement. The Contractor may terminate this Contract at any time by giving 60 days’ notice to the District. In the event of early termination of this Contract, the District will compensate the Contractor pursuant to this Contract up to the date of termination (prorated for less than a full month, if necessary) and will pay any unpaid expenses due to the Contractor pursuant to this Contract, and the Contractor will refund the District any advance payments made by the District for any unfulfilled services.

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

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

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

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

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

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

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

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

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

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

**J. Verification Under Chapter 2274, Texas Government Code, Relating to Contracts with Companies that Discriminate Against the Firearm and Ammunition Industries.** If required under Chapter 2274, the Contractor represents and warrants that, at the time of execution and delivery of the Contract, neither the Contractor, nor any wholly or majority-owned subsidiary, parent company, or affiliate of the Contractor that exists to make a profit, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or will discriminate during the term of the Contract against a

firearm entity or firearm trade association. The foregoing verification is made solely to comply with Chapter 2274. As used in the foregoing verification, the terms “discriminate against a firearm entity,” “firearm entity,” and “firearm trade association” have the meanings ascribed to them in Section 2274.001 of the Texas Government Code.

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

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

**M. Sole Agreement.** This Contract constitutes the sole agreement of the parties and supersedes and replaces any prior understanding or written or oral agreements between the parties, including the Landscape Maintenance Agreement dated effective as of November 1, ~~2018~~2021, and will be effective as of November 1, ~~2021~~2022.

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

District: Block House Municipal Utility District  
P. O. Box 129  
Leander, Texas 78646

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

Contractor: Priority Landscapes, LLC  
2405 Gardenia Drive  
Austin, Texas 78727  
Attn: Rodger Hamby  
Telephone: (512) 818-9868  
Additional Telephone: (512) 436-0664  
  
Mailing Address:  
PO Box 896  
Hutto, Texas 78634

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

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

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

- signature pages follow -

EXECUTED on the date or dates indicated below, to be effective November 1, ~~2021~~2022.

**BLOCK HOUSE MUNICIPAL UTILITY  
DISTRICT**

By: \_\_\_\_\_  
Cecilia Roberts, President  
Board of Directors

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

ATTEST:

\_\_\_\_\_  
Byron Koenig, Secretary  
Board of Directors

**PRIORITY LANDSCAPES, LLC,**  
a Texas limited liability company

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

Rodger Hamby

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

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

**EXHIBIT "A"**

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

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

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



## Services:

### Turf

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

### Beds, Shrubs, and Groundcover

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

### Trees

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

### **Flower Beds (9 on site)**

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

### **Hardwood Mulch**

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

### **Hardscapes**

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

### **Pest Problems**

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

### **Irrigation**

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

### **Nature Trail in Tumlinson Park**

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

### **Christmas Tree Recycling**

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

### **Luther Chance Field**

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

**Exceptions:** Contractor will not mow or maintain:

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

## **LEVEL 2 – MAP REFERENCE – BLUE**

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

### **Services:**

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

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

- a. Wet bottom areas of the Channel

### **LEVEL 3 - MAP REFERENCE - PINK**

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

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

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

a.a. Wet bottom areas of the creek or channels

## **LEVEL 4 – MAP REFERENCE – YELLOW**

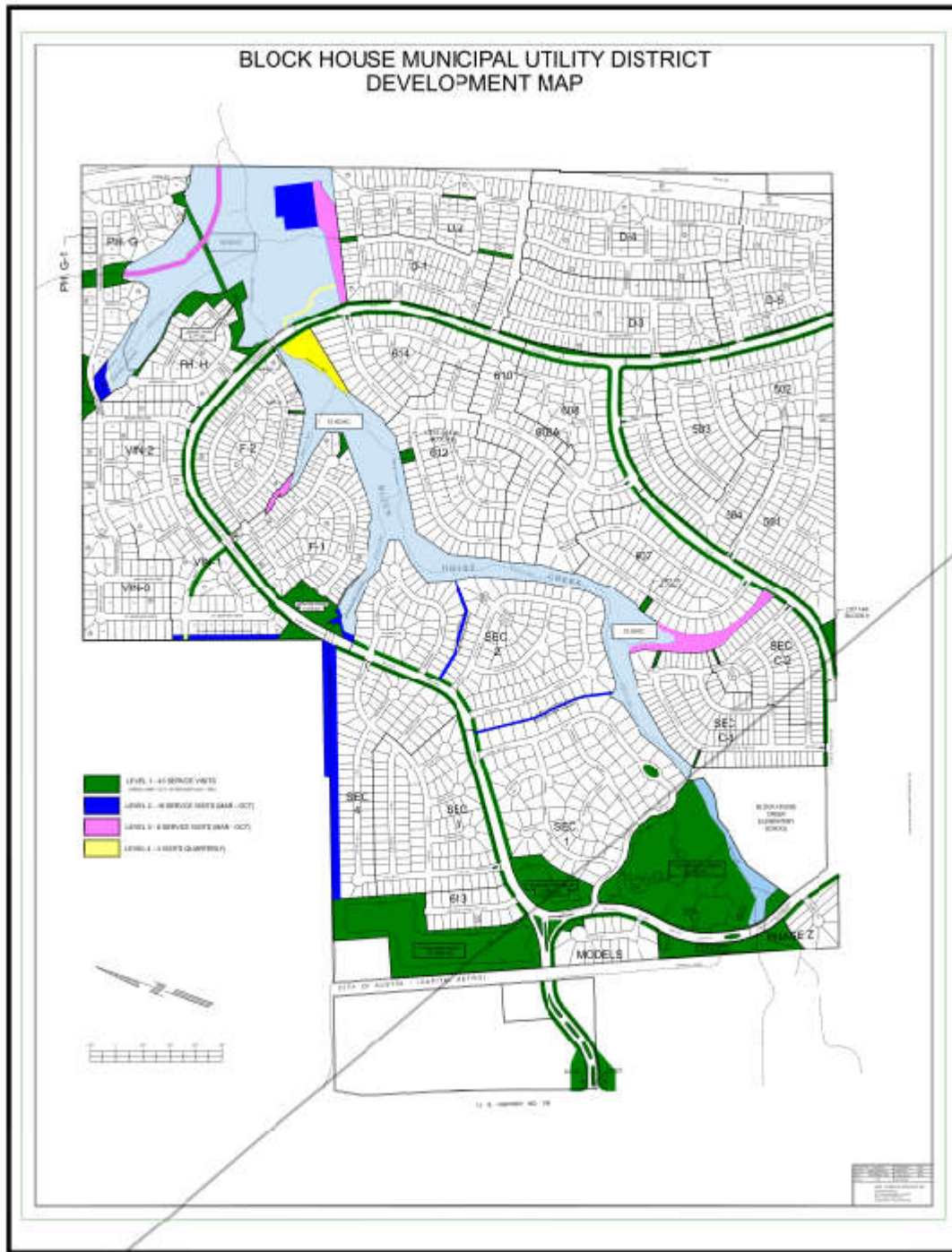
**Areas:** Block House Drive East Bridge and Native Area

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

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

- a. Wet bottom areas

# EXHIBIT "B"



# EXHIBIT “C”



## BLOCK HOUSE MUD SERVICE SCHEDULE - Green Section

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



# EXHIBIT "C"



## BLOCK HOUSE MUD SERVICE SCHEDULE - Green Section

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

# EXHIBIT “C”



**BLOCK HOUSE MUD SERVICE SCHEDULE - Green Section**

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

## EXHIBIT “C”



### BLOCK HOUSE MUD SERVICE SCHEDULE- Blue Section

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

### BLOCK HOUSE MUD SERVICE SCHEDULE - Pink Section

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

### BLOCK HOUSE MUD SERVICE SCHEDULE - Yellow Section

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

**EXHIBIT "D"**



## EXHIBIT “E”

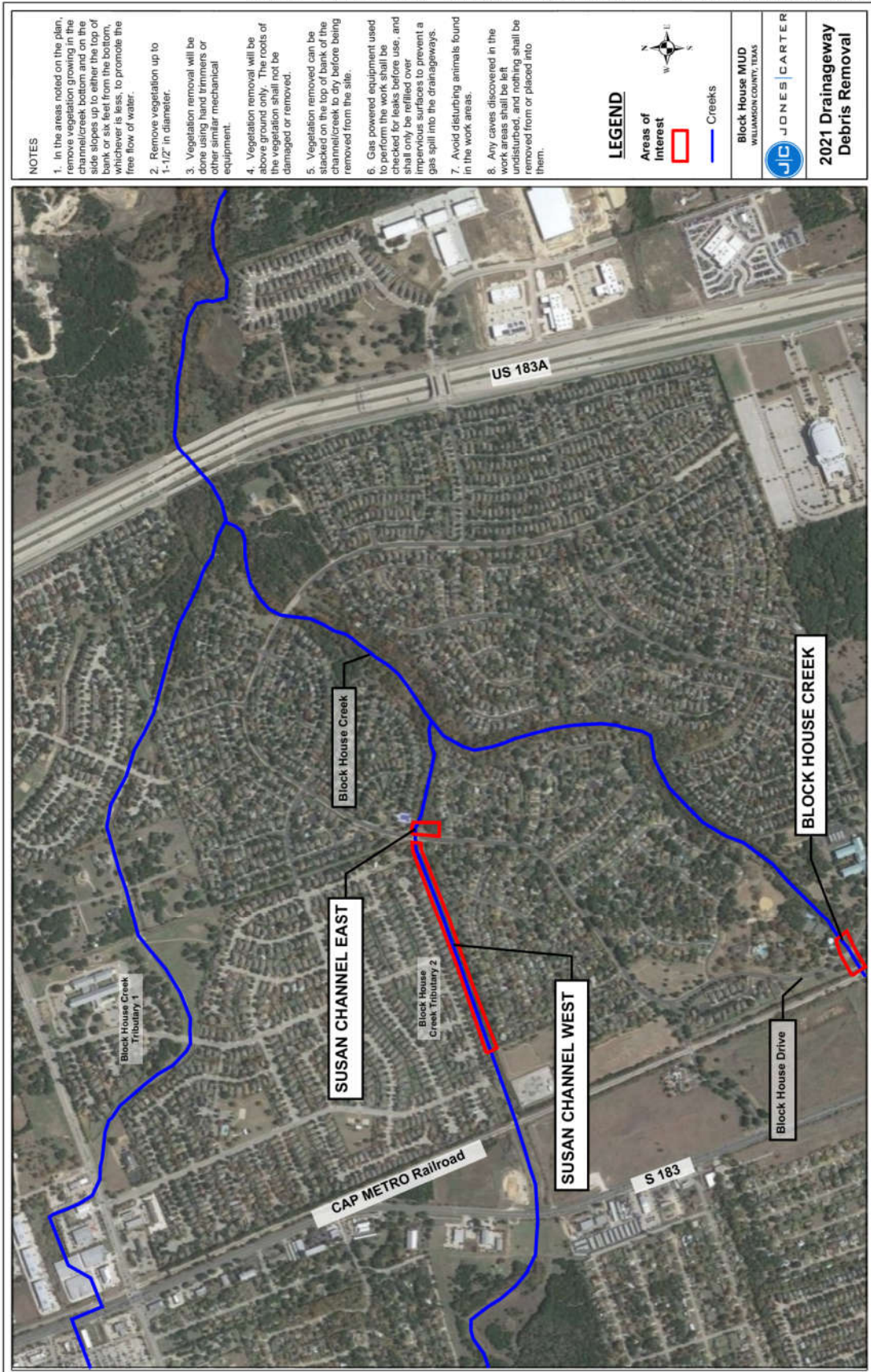
### ANCILLARY SERVICES

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

- Christmas lights installation and removal – ~~\$5,200~~7,500
- Additional annual flower beds and replacements – ~~\$550~~650 per service
- Aeration, as needed at main entry to the “Y” – ~~\$800~~1,200 per service
- Emergency or storm cleanup assistance, as needed – up to \$1,000
- Emergency tree services (fallen limbs, tree removals, webworms, etc.) – up to \$10,000
- Additional areas identified for mowing – up to \$1,000
- Debris/fort removal – up to \$1,500
- Fence column repair – up to ~~\$3,000~~3,500
- Landscape purchase coordination – up to \$2,000
- Additional tree planting up to 5 trees per year – ~~\$900~~1,200 per 45 gallon tree with irrigation, tree well, and stakes

# EXHIBIT "F"

File: K:\050505\0505-006-00-Creek Maintenance Recommendations Design Phase\GIS\KMX\Workmap Project Number: 1561-0002-00 DMR: 4/9/21



**NOTES**

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

**LEGEND**

Areas of Interest

Creeks



Block House MUD  
WILLIAMSON COUNTY, TEXAS

**JONES CARTER**

**2021 Drainageway  
Debris Removal**

CD-1