

ARMBRUST & BROWN, PLLC

ATTORNEYS AND COUNSELORS

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

FACSIMILE 512-435-2360

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

MEMORANDUM

TO: Board of Directors -
Block House Municipal Utility District

FROM: Denise L. Motal
Legal Assistant

DATE: May 4, 2023,

RE: Block House Municipal Utility District -
May 10, 2023 Regular Meeting

Enclosed please find the agenda and support materials for the special meeting of the Board of Directors of Block House Municipal Utility District scheduled for Wednesday, May 10, 2023, at 6:30 p.m., at 2600 Block House Drive South, Leander, Texas.

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

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

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

Ja-Mar Prince (Texas Disposal Systems, Inc.)*
Cynthia Magallanez (Texas Disposal Systems, Inc.)*
Chris Swedlund (McCall Gibson Swedlund Barfoot PLLC)*
Brian Toldan (McCall Gibson Swedlund Barfoot PLLC)*
Jan Gibson (McCall Gibson Swedlund Barfoot PLLC)*
Ashlee Martin (McCall Gibson Swedlund Barfoot PLLC)*
Tom Davis (Lifeguard 4 Hire, L.L.C.)*
Sandy Martin (BHC Owners Association)*
Amanda Stanfield (Tidal Waves Swim Team)*

*AGENDA ONLY (via email)

BLOCK HOUSE MUNICIPAL UTILITY DISTRICT

May 10, 2023

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

Notice is hereby given that the Board of Directors of Block House Municipal Utility District will hold a special meeting at **6:30 p.m.** on **Wednesday, May 10, 2023**, at 2600 Block House Drive South, Leander, Texas. The following matters may be considered and acted upon at the meeting:

PLEASE NOTE: Public comments will be accepted only during designated portions of the Board meeting. Citizens wishing to address the Board must complete the citizens' communication form provided at the entrance to the meeting room, so they may be recognized to speak.

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

Board member announcements and agenda prioritization requests may be considered at the beginning of the meeting. The meeting will be recorded via video. The link to the video can be found at <https://www.youtube.com/@blockhousemud>.

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

<u>AGENDA</u>	<u>ANTICIPATED ACTION</u>
GENERAL	
1. Citizens' communications;	Informational
DISCUSSION / ACTION ITEMS	
2. Order Establishing Rules and Regulations Governing Recreational Facilities and Related Fees and Charges;	Decision
3. Amended and Restated General Management Services Agreement;	Decision
4. Review of Meeting Notes;	Informational
5. Future Board meetings/agenda items.	Informational

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

and will identify the item to be discussed and the provision of the Open Meetings Act that authorizes the closed or executive session.

(SEAL)



Attorney for the District

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

BLOCK HOUSE MUD RULES AND REGULATIONS FOR ALL DISTRICT FACILITIES

(SPECIFIC RULES FOR POOLS, SPORTS COURTS, BMX BIKE TRAIL AND JUMANO COMMUNITY CENTER ARE LISTED IN THE EXHIBITS.)

1. Curfew: TBD
2. Any commercial activity or use must approved by the District GM.
3. No piñatas or confetti.
4. Users of any District amenities will be responsible for destruction of district property.
5. No disorderly, dangerous or offensive conduct.
6. No skateboards or skates, unless in designated areas.
7. No glass containers.
8. For any events that involve alcoholic beverages a licensed security official is required to be in attendance.
9. No smoking.
10. No open flames are permitted in the District parks, including, but not limited to camp fires. All permitted fires must be contained in barbeque grills. Portable barbeque grills are allowed, but any trailer-type barbeque grills must remain in the parking lot. All fires and/or coals must be extinguished prior to departure from the area. No coals or embers may be placed in the trash receptacles. **Any time a burn ban is implemented by Williamson County, no fires of any type will be permitted unless expressly approved in advance by the Board. A violation of this Section will render the violator subject to a penalty under Section 15 of this Order and exclusion from the District's Parks.**
11. No hurling, throwing, discharging, firing or propelling by any means is permitted. Firearms, pellet guns, air guns, fireworks, bows and arrows, blowguns, slingshots and other hazardous items, and throwing stones, darts, knives, spears and javelins. This rule does not apply to balls and other athletic objects.
12. No motor-driven vehicles or equipment are permitted in any grassy or unpaved area. Parking lots are for park patron use only. No overnight parking of vehicles. Violators may be towed at the expense of the violator.
13. No littering. Trash must be collected and disposed of in the receptacles provided.
14. 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.

MESSAGE FROM THE BOARD OF DIRECTORS

The Board of Directors hope that you enjoy the District's Parks. 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.

**AN ORDER ESTABLISHING RULES AND REGULATIONS GOVERNING
RECREATIONAL FACILITIES AND RELATED FEES AND CHARGES**

BLOCK HOUSE MUNICIPAL UTILITY DISTRICT

March 23, 2022

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

WHEREAS, Block House Municipal Utility District (the "District") is the owner of certain park and recreational facilities located within its boundaries, including Tumlinson Park, Comanche Park, Apache Park, Jumano Park, Tonkawa Park and greenbelt along Block House Creek (collectively, the "Parks"), Tumlinson Pool and Apache Pool (collectively, the "Pools"), Luther Chance Practice Field in Tumlinson Park and softball/soccer practice fields in Tonkawa Park (collectively, the "Practice Fields"), tennis courts and a basketball court (the "Tennis and Basketball Courts"), a park pavilion (the "Pavilion"), a skate court (the "Skate Court"), bicycle trails and BMX bike park (the "Bike Trails"), an historic residence homestead known as the Walker House (the "Walker House"),) and a recreation/community center building in Jumano Park and Jumano Disc Golf Course (the "Jumano Community Center"); and

WHEREAS, the Board of Directors (the "Board") of the District is authorized to adopt and enforce all necessary rules and regulations governing its Parks and recreational facilities and to establish fees, charges and a schedule for the use of these facilities; and

WHEREAS, the Board wishes to establish, as a mission statement, the following goals for the District's Parks and recreational facilities:

To provide adequate and safe facilities for the District's residents to use while promoting team sports, fairness, respect for the land and responsibility for upkeep and maintenance;

To encourage and support the District's youth and adults while they develop skills in the areas they have chosen and respect for others while using the Parks;

To establish a balance of use of all parkland by organized team associations within the District; and

To create a recreational adventure for ALL residents and to maintain the availability of park facilities to ALL residents for their use and enjoyment;

IT IS THEREFORE ORDERED by the Board of Directors of Block House Municipal Utility District as follows:

Section 1: The mission statement set forth in the preamble to this Order is hereby adopted.

Section 2: The rules and charges contained in the attached **Exhibit "A"** apply to the Pools.

Section 3: The Main rules contained in the attached apply to the Parks (Tumlinson Park, Comanche Park, Apache Park, Jumano Park, Tonkawa Park and the greenbelt along Block House Creek).

Section 4: The District's Parks and recreational facilities will be developed and maintained in accordance with reasonably acceptable standards for similar facilities. Funds for the development and maintenance of the facilities may be obtained from the fees and charges established in this Order and from any other lawful source of District revenue. These funds may be allocated within the District's annual budget.

Section 5:

A. Violation of the rules and regulations contained in this Order, vandalism, behavior that is dangerous to others, use of vulgar language or other inappropriate behavior may subject the violator to removal and exclusion from the District's Parks and recreational facilities. The Board may direct the District's attorney to pursue an injunction in order to enforce an exclusion.

B. Pursuant to Sections 49.004 and 54.206 of the Texas Water Code, the rules and regulations contained in this Order may be enforced by complaints filed in the appropriate court of jurisdiction in Williamson County, Texas, and will be recognized by the courts as if they were penal ordinances of a city.

C. Violation of the rules and regulations contained in this Order will result in the offending party being subject to the payment of a penalty in an amount that does not exceed the jurisdiction of a justice court, as provided by Section 27.031, Texas Government Code. Each day of violation constitutes a separate offense. In addition, the offending party will be liable to the District for any costs incurred by the District, including fees for attorneys, expert witnesses and other costs incurred before the court.

D. The District's General Manager, the employees of the District's General Manager and off-duty Williamson County Sheriff Deputies, with whom the District contracts for security services (the "*Security Contractor*"), will each serve as the District's representative in identifying violations and Upon identifying any violation, the District's representative will give written notice to the offending party of the amount of the fine that has been imposed, the violation, the date or dates of the violations, and any other information the District's representative deems appropriate. The date, time and place of the meeting will be included in the notice. A copy of such notice will be given to the Board.

Section 6: The Secretary of the Board is directed to file a copy of this Order in the principal office of the District.

Section 7: The District's attorney is directed to publish a summary of this Order in accordance with the requirements of the Texas Water Code.

Section 8: This order supersedes all prior orders relating to the subject matter, including the Order Establishing Rules And Regulations Governing Recreational Facilities And Related Fees And Charges dated March 15, 2022.

Adopted on TBD

Ursula Logan, President
Board of Directors

Attest:

Robert Young, Secretary
Board of Directors

(NOTARY SEAL)

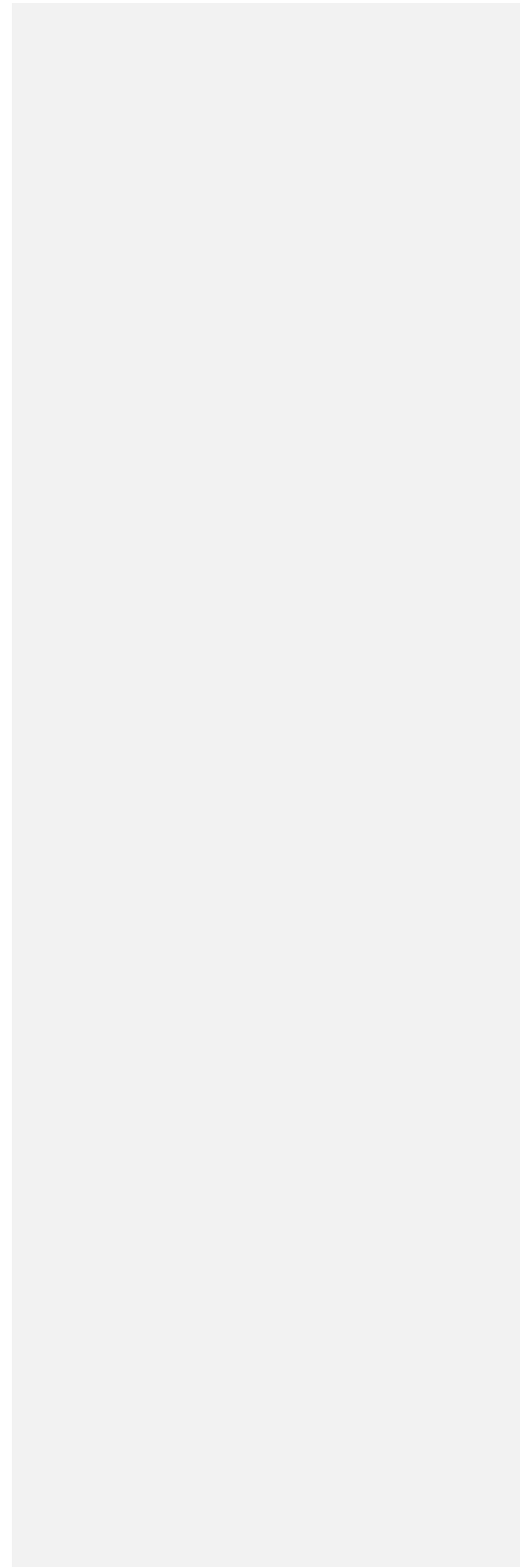


EXHIBIT "A"

POOL RULES AND REGULATIONS

ACCESS POLICY

These rules are applicable to both the Tumlinson and the Apache Pools. Pool hours will be established by the Board of Directors from time to time, and posted at each Pool office, on the District website, kiosk and District Social Media sites

RULES AND REGULATIONS

Tumlinson Pool Phone (512) 259-0341
Apache Pool Phone (512) 260-2699

Commented [A1]: Confirm these are still working numbers. Maybe put an email for contacting.

A. IDENTIFICATION

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 the Walker House 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 " "**, 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 " "** ("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.**

C. GUEST POLICY

Guests must be accompanied by a resident registered into 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 **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 “ ”** (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. - Add language about Wilco Deputies for hire.
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.

Commented [A2]: Are these fees correct?

D. RULES AND CONDUCT

1. No commercial activity or use.
2. No diving.
3. No hanging on lane dividers
4. No running.

5. No cutoffs or street clothes. Swimsuits are required. Swim diapers are required
6. No “somersaults”, “back dives”, “preacher seats”, “can openers” or similar type entries from the edge of the Pool.
7. No person except for the lifeguard on the lifeguard stand.
8. 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.
9. 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.
10. Floating devices may be allowed in the Pool 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.**
11. Only small floating toys and balls approved by the Pool manager will be allowed in the Pool.
12. No cocoa butter, baby oil, or heavy suntan oils.
13. No chewing gum while swimming.
14. No swimming with an open sore or communicable disease.
15. One long whistle blast by a lifeguard requires all Pool patrons to immediately leave the Pool.
16. No bicycles, skateboards, skates, or motorized vehicles within the Pool area.
17. No pets.
18. No destructive activities.
19. No disorderly, dangerous, or offensive conduct.
20. No profanity.
21. No glass containers.
22. No alcoholic beverages.
23. No smoking.
24. 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.
25. No littering. Trash must be collected and disposed of in the receptacles provided.

26. 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.
27. 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.

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

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 "D"

TENNIS, PICKLEBALL, BASKETBALL AND SKATE COURT RULES AND REGULATIONS

ACCESS POLICY

The Tennis, Basketball and Pickleball Courts, along with the Skate Court (the "Courts") are available only to residents of the District and their guests, and ONLY for basketball, tennis, pickle ball or skate.

The Courts gates must remain closed and secured at all times except when patrons are entering or existing the Courts. No person shall use rocks, sticks, or other objects to prop the gates open, nor shall any person modify the gate latching mechanisms in such a way as to prevent them from securing the gates in a closed position. The Courts are for recreational use only, and may not be used for individual profit.

1. No commercial activity or use.
2. A one hour time limit will be applicable while persons are waiting to play.
3. Only soft-soled athletic shoes may be worn on the Courts, unless on the Skate Court.
4. No bicycles, or motorized vehicles on the Courts.
5. No pets on the Courts.
6. No destructive activities.
7. No disorderly, dangerous or offensive conduct.
8. No profanity.
9. No glass containers.
10. No alcoholic beverages.
11. No smoking.
12. No littering. Trash must be collected and disposed of in the receptacles provided.
13. 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.

MESSAGE FROM THE BOARD OF DIRECTORS

The Board of Directors hope that you enjoy the District's Courts. 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 "F"

PAVILION RULES AND REGULATIONS

ACCESS POLICY

1. The Pavilion is available only to residents of the District and their guests, who may reserve the Pavilion on a first-come, first-served basis.
2. The District's General Manager will maintain a reservation calendar for the Pavilion and issue reservation confirmations. If a reservation is made and confirmed, the resident making the reservation must remain at the Pavilion during the entire time of the reservation period.
3. If the Pavilion is not being used, it may be used by any District resident and their guests; however, if a resident with a reservation arrives, the resident without a reservation must immediately vacate the Pavilion.
4. Maximum capacity is 100 people, unless a variance to permit excess usage is approved by the Board. Approval of any variance may be made subject to:
 - a. Additional charge for portable bathroom;
 - b. Additional charge for trash containers and disposal; and
 - c. Proof of insurance.

COST

Each reservation request must be accompanied by an Application to Reserve District Recreational Facilities Other Than Pools and Release of Liability form, a copy of which is attached as **Exhibit "L"**, a \$100 refundable deposit, and a use fee of (i) \$25 per hour for an individual or (ii) \$50 per hour for a group or organization. In the event of cancellation, the full deposit will be refunded if notice of cancellation is received at least 31 days prior to the event. \$50 of the deposit will be forfeited for any notice of cancellation received within 30 days or less of the event. The Board may waive the use fee or deposit for non-profit organizations or community service groups, upon request.

RULES AND REGULATIONS

1. Tables may NOT be used for bicycling, skateboarding, skating or any other use for which they are not intended.
2. No piñatas or confetti in the Pavilion or on the surrounding grounds.
3. All private parties must end and all participants depart the facility by 10:00 p.m.
4. The facility must be left clean. All hard surfaces are to be clean of loose materials, including decorations, and all trash must be collected and disposed of in the receptacles provided. If the receptacles are full, put all debris in plastic garbage bags, tie the bags securely, and place them next to the trash bins.

5. No destructive activities.
6. No disorderly, dangerous or offensive conduct.
7. No profanity.
8. No glass containers.
9. No alcoholic beverages.
10. No smoking.
11. No open flames are permitted in the District parks, including, but not limited to camp fires. All permitted fires must be contained in barbeque grills. Portable barbeque grills are allowed, but any trailer-type barbeque grills must remain in the parking lot. All fires and/or coals must be extinguished prior to departure from the area. No coals or embers may be placed in the trash receptacles. **Any time a burn ban is implemented by Williamson County, no fires of any type will be permitted unless expressly approved in advance by the Board. A violation of this Section will render the violator subject to a penalty under Section 15 of this Order and exclusion from the District's Parks.**
12. 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.
13. 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 Pavilion or (ii) that is audible outside the boundaries of the Pavilion 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.
14. 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.

MESSAGE FROM THE BOARD OF DIRECTORS

The Board of Directors hope that you enjoy the District's Pavilion. Please use it 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 "H"

BMX BIKE PARK RULES AND REGULATIONS

ACCESS POLICY

The Bike Trails are available only to residents of the District, and their guests. Use of the Bike Trails may result in personal injury and the District assumes no liability for injuries or damage from use of the Bike Trails.

RULES AND REGULATIONS

15. No commercial activity or use.
16. No motorized vehicles.
17. All individuals using the Bike Trails are encouraged to ride within their skill level so as not to endanger themselves or others.
18. It is strongly recommended that individuals using the Bike Trails wear appropriate protective gear, including helmets, at all times. Aggressive riders should have crossbar and steering stem padding on their bicycles.
19. It is strongly recommended that kickstands, buddy pegs, "trick pegs" and any loose items in baskets or carriers be removed from bicycles.
20. No personal ramps or rails in the Bike Trails.
21. No modifications or additions to the trails.
22. Only one rider on each bicycle.
23. No destructive activities.
24. No disorderly, dangerous or offensive conduct.
25. No profanity.
26. No glass containers.
27. No alcoholic beverages.
28. No smoking.
29. No open flames.
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 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 Bike Trails or (ii) that is audible outside the boundaries of the Bike Trails 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.
32. Trash must be collected and disposed of in the receptacles provided. Please remove and dispose of any debris left on the Bike Trails by other users.
33. 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.

MESSAGE FROM THE BOARD OF DIRECTORS

The Board of Directors hope that you enjoy the District's Bike Trails. 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 “J”

JUMANO COMMUNITY CENTER RULES AND REGULATIONS

ACCESS POLICY

1. District residents age 21 or over may reserve the Jumano Community Center (the “*Community Center*”) for private gatherings on a first-come, first-served basis. The resident making the reservation must remain at the Community Center during the entire time of the reservation period.
2. The District’s General Manager will maintain a reservation calendar for the Community Center and issue reservation confirmations.

COST

Each reservation request must be accompanied by an Application to Reserve District Recreational Facilities Other Than Pools and Release of Liability form, a copy of which is attached as **Exhibit “L”**, a use fee of \$150 for three hours (additional time over three hours is \$25 per hour) **and** a \$250 refundable deposit, which may be retained by the District to cover any additional cleaning costs incurred, damage suffered, or for a violation of the rules. If alcohol will be served or consumed on the premises, there will be an additional user fee of \$31 per hour to cover the cost of staffing by the District’s Security Contractor. Set-up and clean-up activities must occur within the hours reserved. A reservation will not be confirmed until the use fee and deposit are received. No deposit will be returned until the District’s General Manager verifies that the Community Center is in the same condition as it was before the rental. Any costs for cleaning and damages over the amount of the \$250 deposit will be the responsibility of the resident making the reservation. A user who leaves the facilities in unsatisfactory condition, damages the facilities or violates these rules may forfeit all or a portion of the deposit and, at the Board’s discretion, may be barred from further use of the Community Center. A signed checklist, a copy of which is attached as **Exhibit “J-1”**, must be completed and returned in order for a deposit to be returned. In the event of cancellation, the full deposit will be refunded if notice of cancellation is received at least 31 days prior to the event. \$100 of the deposit will be forfeited for any notice of cancellation received within 30 days or less of the event. The Board may waive the use fee or deposit for non-profit organizations or community service groups, upon request.

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RULES AND REGULATIONS

1. The maximum occupancy for the meeting/multipurpose room is 50 persons and the maximum occupancy for the unless a higher occupancy is approved in advance by the Board.
2. No commercial activity or use without prior Board approval.
3. No tape, staples, pins, tacks, screws or nails are to be put on or into ceiling or walls.
4. No piñatas or confetti in the Community Center or on the surrounding grounds.
5. No open flames.

6. All private parties must end and all participants depart the facility by 10:00 p.m. on Sunday through Thursday and by 11:00 p.m. on Friday and Saturday, unless otherwise approved or instructed in advance by the Board.
7. No bicycles, skateboards or skates within the Community Center building.
8. No pets within the Community Center building.
9. No destructive activities.
10. No disorderly, dangerous or offensive conduct.
11. No profanity.
12. No smoking.
13. Vehicles are permitted to park on the paved lot within the Community Center grounds. Motor-driven vehicles and equipment are also permitted to park in any grassy or unpaved area for overflow parking or setting up equipment. No overnight parking of vehicles. Violators may be towed at the expense of the violator.
14. No amplified or live music that (i) creates vibrations apparent by direct means, such as touch or visual observation of moving objects, to a beyond the boundaries of the Community Center or (ii) that is audible outside the boundaries of the Community Center 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.
15. If alcoholic beverages are served, the host of the party will be required to hire the District's Security Contractor to staff the party at an additional charge of (the hourly rate charged under the District's contract with the Security Contractor). Time will be charged from the time any alcohol is brought onto the premises until the event has ended and all alcohol has been removed from the premises.
16. Trash must be collected and disposed of by the user and removed from the Community Center premises.
17. The Community Center must be cleaned and put in the same condition as it was before the rental in accordance with **Exhibit "J-1"**.

Commented [A4]: Wrong amount

MESSAGE FROM THE BOARD OF DIRECTORS

The Board of Directors hope that you enjoy the Jumano Community Center. Please use it 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.

AMENDED AND RESTATED GENERAL MANAGEMENT SERVICES AGREEMENT

This AMENDED AND RESTATED GENERAL MANAGEMENT SERVICES AGREEMENT (this "Contract") is entered into effective June 1, 2022 (the "Effective Date"), between BLOCK HOUSE MUNICIPAL UTILITY DISTRICT (the "District"), a municipal utility district operating under Chapters 49 and 54 of the Texas Water Code, and CROSSROADS UTILITY SERVICES, LLC, a Texas limited liability company ("Contractor").

RECITALS

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

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

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

AGREEMENTS

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

2. Term; Termination.

(a) Term. The term of this Contract (the "Term") will begin on June 1, 2022 and end on September 30, ~~2023~~2024.

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

(c) Return of District Property. Upon termination of this Contract, for any reason, Contractor must immediately turn over all District property, including books, records, checkbooks, funds, and other property, to the District's designated representative. Computer records relating to the District, including those relating to the District's accounts, connections, financial records, equipment, and customers, are District property, and Contractor will provide such records to the District or its representative in a format that will allow such computer records to be accessed and duplicated by computer.

3. Compensation. As compensation for the services specified in this Contract, Contractor will receive the sum of \$~~13,000~~22,000 per month. All invoices for services performed in a month must be submitted to the District no later than 12:00 noon on the tenth day of the

following month in order to be considered for payment at the regular meeting of the Board of Directors of the District (the "Board") held during that month. Unless in dispute, invoices will be paid within 30 days of submittal; however, if there is a bona fide dispute over a portion of an invoice, the District will have the right to withhold payment of the disputed portion until the dispute is resolved.

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

5. Basic Duties and Responsibilities of Contractor. The Contractor will generally manage the District. The basic duties and responsibilities of the Contractor shall include, but not be limited to the following Basic Services.

(a) Administration.

(i) Representative. Contractor's primary representative in connection with Contractor's services to the District under this Contract will be Lisa Torres (the "General Manager"), who will attend Board meetings and coordinate all of Contractor's services hereunder. Except in the case of absences due to illness, vacation, or emergency (in which case other Contractor staff will attend Board meetings and coordinate Contractor's services), the General Manager will not be replaced without the approval of the Board. Andrew Hunt is pre-approved as temporary or permanent replacements for the designated General Manager. The General Manager will be present on-site at the Walker House for an adequate amount of time each week (at least 24 hours) to accomplish the services specified in this Section. The General Manager will be assigned to the District full-time (Monday through Friday, 8am to 5pm) and will not perform work for any other client of the Contractor. The General Manager will be considered an exempt full-time employee of the Contractor. If additional hours over 45 hours per week are requested by the Board or by committee for services after normal business hours (after normal business hours work is defined as Monday – Friday 5pm to 8am, all hours on Saturday or Sunday and any federal or Contractor observed holidays), the Contractor will be reimbursed hourly at a labor rate of \$125.00/hour plus \$25.00/hour for any vehicle use. Regular and or special Board meetings and subcommittee meetings scheduled after-hours will be subject to after-hour charges when in excess of four meetings per month. ~~The General Manager will be present at the Walker House for an adequate amount of time each week (at least 20 hours) to accomplish the services specified in this Section.~~ Contractor will provide the District with a list of Contractor's observed holidays on the first business day of each calendar year or upon request.

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

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

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

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

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

(4) Provide public information that is readily available from the District's files in response to inquiries of other utilities, prospective purchasers, brokers, and other interested parties under the Public Information Act, Chapter 552, Texas Government Code, subject to Section 182.052 of the Texas Utilities Code, "Confidentiality of Personal Information"; coordinate with the District's attorney regarding requests for public information that may be excepted from disclosure or confidential by law.

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

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

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

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

(3) Submit materials that are to be included in Board meeting packets to the District's attorney's office by 12:00 noon on the day that is one week prior to each regular Board meeting, unless other arrangements are approved by the Board. If this material is not delivered to the District's attorney in a timely manner, delivery must be made by Contractor directly to the Board members, at Contractor's sole expense.

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

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

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

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

- (3) Obtain bids from contractors when written specifications and published notice are not required, upon Board request.
- (4) Schedule meetings and field work with contractors and vendors.
- (5) File and monitor any insurance claims made by the District.
- (6) Carry out Board directives in a prompt manner and report all actions taken in response to those directives to the Board.

(b) Financial.

(i) Management of Funds. Contractor will:

- (1) Properly deposit all District funds in the District's accounts daily, without offset or counterclaim.
- (2) Coordinate and monitor District finances, in cooperation with the District's bookkeeper.

(ii) Budget Process. Contractor will:

- (1) At least three months prior to the expiration of each fiscal year, prepare a recommended management budget for the next fiscal year; coordinate with the District's other consultants on budget requirements; and present budget recommendations to the Board and oversee budget adoption process.
- (2) Monitor annual budget over the course of each fiscal year—and make quarterly recommendations to the Board on appropriate budget revisions.

(iii) Audit Process. Contractor will coordinate with the District's bookkeeper and auditor to assist in the preparation of reports, schedules, and other data as necessary, and cooperate with the District's auditor in connection with the preparation of the District's annual audit, including providing District inventory records and other information necessary in connection with such audit.

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

(d) Operations Services Assistance. Contractor will:

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

(e) Managerial Services.

- (i) General Administration. The General Manager will:
 - (1) Coordinate Board meetings and conferences, including ordering meals and necessary supplies.
 - (2) Review agendas of meetings of the governing bodies of surrounding government entities, including the City of Cedar Park, City of Leander, and Williamson County.
 - (3) Respond to inquiries, complaints and concerns in a professional, courteous, and timely manner.

- (ii) Street Lighting, Signage and Security. The General Manager will:
 - (1) Monitor the functioning of all street lights within the District and coordinate repair or replacement of bulbs and related devices with Pedernales Electric Cooperative, as necessary.
 - (2) Monitor street and traffic signs within the District and coordinate placement or replacement with Williamson County, as necessary.
 - (3) Post and remove temporary District signs, as directed by the Board.
 - (4) Regularly screen video from the security cameras located in District's parks and pool areas.
 - (5) Cause the entrance gates located at the Bike Trails, Tonkawa Park, and Tumlinson Park to be unlocked by 7:00 a.m. each day, except in cases of emergencies, weather events, or construction that would make use of the Bike Trails or either park unsafe.

- (iii) Walker House, Pavilion, and Jumano Community Center Operations. The General Manager will:
 - (1) Monitor and schedule use of the Walker House, Pavilion, and Jumano Community Center as directed by the Board, including taking and arranging reservations; collecting and depositing all related fees, as required by applicable District rules; issuing and collecting keys from users, as necessary; checking out and keeping track of District equipment; and assuring that the releases and waivers required by applicable District rules are completed and submitted.
 - (2) Monitor the condition of the Walker House and Jumano Community Center after each use and arrange for housekeeping and trash collection.
 - (3) Notify the Board of needed repairs and coordinate repairs upon Board request.

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

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

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

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

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

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

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

(v) Contract Administration. The General Manager will:

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

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

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

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

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

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

(f) Communication Services.

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

(ii) Contractor will provide all equipment and supplies necessary to provide the services described in this Contract, except that the District will pay the costs of website hosting services, software for the Website, and postage and printing costs.

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

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

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

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

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

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

(vii) Utility Bill. If requested by the Board or its designated subcommittee, Contractor will draft special announcements for the news section of the District's utility bills as directed by the Board (with a maximum of six times per year) at no additional charge.

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

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

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

- (1) Special event coverage, including reporting on the Christmas event and/or District-scheduled special events outside of normal business hours;
- (2) Special print or mail projects, beyond the Newsletter, including invitations, brochures, resident packets, postcards; and
- (3) Special web development services, including additional web pages.

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

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

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

- (i) Performing general administrative and office related tasks for the District;
- (ii) Communication with District residents, including answering questions and providing information;
- (iii) Performing various administrative duties, including preparing and reviewing correspondence;
- (iv) Representing the District to the public;
- (v) Suggesting or implementing improvements in policies, procedures, and organization to achieve efficiencies, and improve effectiveness and customer service;
- (vi) Assisting walk-in customers with reservations, various questions/issues;
- (vii) Scheduling facility reservations via telephone, email, in person;
- (viii) Managing an online reservation calendar of all facilities;
- (ix) Managing a spreadsheet of all monies taken/deposited for reservations and refunded;
- (x) Managing all District keys and key FOBs;
- (xi) Posting facility reservations in the District and email;
- (xii) Updating District communications and social media, under direction of the General Manager;
- (xiii) Reporting vandalism, accidents, etc., to the Williamson County Sheriff's Office and/or obtaining information from reports;
- (xiv) Reporting streetlight issues/follow up on repair status;
- (xv) Reporting road sign issues;

- (xvi) Performing minor tasks relating to daily operations of the Walker House and Jumano Community Center;
- (xvii) Sending Welcome Packets;
- (xviii) Maintaining a tracking spreadsheet of pending and completed projects in the District;
- (xix) Ordering food and supplies for Board meetings;
- (xx) Handling various special projects as arise/needed.
- (xxi) Supporting the General Manager to oversee, monitor, and report on the operations and conditions of the District;
- (xxii) Assisting the General Manager with scheduling vendors;
- (xxiii) Assisting District subcommittees with scheduling meetings;
- (xxiv) Discussing work projects and current District activities with the General Manager (usually on a daily basis);
- (xxv) Acting as the liaison between the General Manager and District vendors;
- (xxvi) Preparing and assembling reports for the General Manager packet for the monthly meetings;
- (xxvii) Managing and communicating effectively with contractors and consultants performing projects and services for the District;
- (xxviii) Corresponding with the District's bookkeeper on issues, reservation/registration fees and deposits, information requests;
- (xxix) Corresponding with the Board members and consultants on issues; and
- (xxx) Completing other duties as assigned by Contractor, General Manager, or the Board.

6. Insurance.

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

- | | | |
|----|---|--|
| 1. | Worker's Compensation/Employer's Liability | Statutory amounts as specified by law |
| 2. | Commercial General Liability (occurrence basis) | \$1,000,000 (per occurrence)
\$2,000,000 (aggregate)
\$1,000,000 (products/completed operations aggregate) |

3. Automobile Liability (occurrence basis), which policy limit must include liability arising out of operation of owned, hired and non-owned vehicles \$1,000,000 (combined single limit)
4. Excess/Umbrella Liability (above the actual amounts carried by Contractor for the policies described in (1) (with respect to Employer's Liability), (2), and (3) above) \$1,000,000 (per occurrence)
5. Cyber Liability \$1,000,000 (per occurrence)

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

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

(d) Endorsements. Policy endorsements, naming the District (i) as an additional loss payee under the Commercial Crime insurance policy and (ii) as an additional insured under all other insurance policies other than the Worker's Compensation policy, must be furnished to the District contemporaneously with the Effective Date and annually thereafter. Each policy of insurance must provide, in the body of the policy or in an endorsement, that it is primary and noncontributory over any insurance that may be carried by the District and that the District will be notified in writing (x) at least 30 days prior to any cancellation/termination (other than for non-payment of premium), change, or non-renewal; and (y) at least ten days prior to any cancellation/termination for non-payment of premium. Each policy must be maintained in force throughout the term of this Contract and must be written by insurance companies authorized to sell insurance where work is being performed and have an A.M. Best's rating of B++ VII or better.

(e) Employee Dishonesty. If the District suffers a loss by reason of Contractor's employee's (including an independent contractor's) dishonesty, Contractor will either (i) promptly reimburse the District for the entire amount of the loss or (ii) promptly file and thereafter diligently prosecute a claim under its Commercial Crime insurance policy for recovery of the loss. If the District elects to seek recovery for any loss under Contractor's Commercial Crime insurance policy, Contractor will (i) promptly upon settlement of the claim, remit all insurance proceeds to the District, and (ii) reimburse the District for any portion of the loss not recovered.

(f) Contractor's Obligations and Liabilities. None of the requirements of this Contract with regard to insurance will limit, qualify, or quantify the obligations and liabilities of Contractor under this Contract or with respect to the services provided by Contractor pursuant to this Contract.

7. Indemnity. As a material part of the consideration for this contract, CONTRACTOR AGREES TO WHOLLY INDEMNIFY, DEFEND AND HOLD HARMLESS THE DISTRICT FROM all claims, losses, expenses, and liabilities, including reasonable attorneys' fees (collectively, "Losses"), ARISING FROM OR RELATING TO THE SERVICES TO BE PERFORMED BY CONTRACTOR UNDER THIS CONTRACT, including Losses arising out of or relating to damage to property, injury to or death of persons (including the property and persons of the parties and their agents, servants, contractors and employees), loss of use of property, loss of revenue, economic or other losses, and any noncompetition, employment, or other similar agreement affecting Contractor's personnel. THE OBLIGATIONS IN THIS PARAGRAPH APPLY WHETHER ALLEGED OR ACTUAL NEGLIGENT ACTS OR OMISSIONS OF THE DISTRICT CAUSED THE LOSS IN WHOLE OR IN PART. THESE OBLIGATIONS INCLUDE, WITHOUT LIMITATION, CLAIMS BY CONTRACTOR'S EMPLOYEES AGAINST THE DISTRICT.

8. Miscellaneous.

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

(b) Notices. All notices given hereunder must be in writing and must be personally delivered or dispatched by United States certified mail, postage prepaid, return receipt requested, to the addresses shown at the end of this Contract. Either party may change the address to which any notice is to be addressed by giving written notice to the other party of the change. Any time limitation provided for in this Contract will commence with the date that the party actually receives the written notice, and the date of postmark of any return receipt indicating the date of delivery of a notice to the addressee will be conclusive evidence of receipt.

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

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

(e) Status as Independent Contractor; Personnel. Contractor is retained as and will continue in the capacity of an independent contractor. Contractor will be responsible for hiring and compensating the General Manager and any other personnel it deems necessary to carry out its duties under this Contract, and to be responsible for collecting and remitting all applicable FICA and income tax withholding based upon any sums paid to Contractor or its personnel.

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

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

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

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

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

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

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

The foregoing representation is made solely to comply with Subchapter F, to the extent such subchapter does not contravene applicable Federal law, and excludes companies that the United

States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan, Iran or a foreign terrorist organization. Contractor understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with Contractor.

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

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

(n) No Waiver. No consent or waiver, expressed or implied, to or of any default of any covenant or provision hereof by any party will be construed as a consent or waiver to or any other default of the same or any other covenant or provision.

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

(p) Attorney's Fees. Any party to this Contract who is the prevailing party in any legal proceeding against any other party brought under or in connection with this Contract or the subject matter hereof will be additionally entitled to recover court costs and reasonable attorney's fees, and all other litigation expenses, including deposition costs, travel, and expert witness fees, from the nonprevailing party (including reasonable attorney's fees in accordance with Section 271.159, Texas Local Government Code).

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

(r) Authority. Each party represents and warrants that it has the full right, power, and authority to execute this Contract and all related documents. Each person executing this instrument on behalf of a party represents that he or she is an authorized representative of and has the authority to sign this document on behalf the respective party.

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

* * *

signature pages follow

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

**BLOCK HOUSE MUNICIPAL UTILITY
DISTRICT**

By: _____
Cecilia Roberts, President
Board of Directors

Date: _____

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

ATTEST:

Byron Koenig, Secretary
Board of Directors

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

CROSSROADS UTILITY SERVICES, LLC,
a Texas limited liability company

By: _____

Printed Name: _____

Title: _____

Date: _____

Address: 2601 Forest Creek Drive
 Round Rock, Texas 78665