

LAKESIDE WATER CONTROL AND IMPROVEMENT DISTRICT NO. 2B  
NOTICE OF MEETING  
(BY TELECONFERENCE)

TO: THE BOARD OF DIRECTORS OF LAKESIDE WATER CONTROL AND IMPROVEMENT DISTRICT NO. 2B AND TO ALL OTHER INTERESTED PERSONS:

Notice is hereby given pursuant to V.T.C.A., Government Code § 551, that the Board of Directors of Lakeside Water Control and Improvement District No. 2B will hold a regular meeting, by teleconference, open to the public, on May 11, 2020 at 6:00 p.m. (in person meetings are typically held at 4421 Rowe Lane, Pflugerville, Texas).

**In accordance with the Office of the Governor's March 16, 2020 proclamation suspending certain Texas Open Meetings Act laws in response to the current COVID-19 pandemic and statewide disaster declaration, as extended on April 12, 2020, Lakeside WCID No. 2B will hold this meeting accessible only by telephonic conference call. No physical meeting space will be available.**


**In lieu of physical attendance at this Board meeting, the public may dial into the teleconference by calling (866) 899-4679 and entering the following code: 683-937-549. The toll-free teleconference line will offer two-way communication, affording members of the public the opportunity to participate in the meeting. The meeting will be recorded, and the audio recording will be available after the meeting. The following matters will be considered and may be acted upon at the meeting:**

1. Call meeting to order and establish quorum;
2. Discuss, consider, and take action concerning qualifying newly elected directors;
3. Discuss, consider, and take action concerning election of new officers;
4. Consider approval of minutes of April 13, 2020 regular meeting;
5. Receive public comment (*3 minutes per speaker; but any person providing public comment through a translator is limited to six (6) minutes, unless the District uses simultaneous translation equipment in a manner that allows the Board to hear the translated public testimony simultaneously with the speaker*);
6. Receive report from District's Engineer;
7. Discuss, consider, and take action as necessary concerning First Amendments to the following Cost Sharing Agreements:
  - A. Cost Sharing Agreement for Channel Maintenance Project;
  - B. Cost Sharing Agreement for Trail Project; and
  - C. Cost Sharing Agreement for Amenity Center Design Project;
8. Receive recreational facilities report and take action as necessary concerning same, including but not limited to:
  - A. Maintenance and/or improvements related to existing recreational facilities; and
  - B. Determining hours of use of recreational facilities;

9. Discuss, consider, and take action as necessary concerning engagement of peace officer(s);
10. Discuss, consider, and take action on approval of the payment of invoices and Bookkeeper's report;
11. Provide report to Board regarding compliance with Cybersecurity Awareness Training pursuant to House Bill 3834 from the 2019 Legislative Session;
12. Directors items for next agenda and announcements from Board members; and
13. Adjournment.

EXECUTED this the 8th day of May, 2020.

(District Seal)

  
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Attorney for the District

**Agenda Item No. 4**  
**Minutes of April 13, 2020 regular meeting**

MINUTES OF MEETING  
OF  
BOARD OF DIRECTORS

THE STATE OF TEXAS

COUNTY OF TRAVIS

LAKESIDE WATER CONTROL AND IMPROVEMENT DISTRICT NO. 2B

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The Board of Directors of Lakeside Water Control and Improvement District No. 2B (“District” or “Lakeside WCID No. 2B”) held a regular meeting, by a two-way toll-free telephonic conference call, open to the public, on April 13, 2020, at 6:00 p.m. (in person meetings are typically held at 4421 Rowe Lane, Pflugerville, Texas). A copy of the notice of meeting along with associated certificates of posting are attached as Exhibit “A”.

The roll was called of the members of the Board of Directors, to-wit:

Marilyn Horndt	President
Eddie Garcia	Vice President
Kenneth Whittier	Secretary/Treasurer
Jim Walker	Assistant Secretary
Terry Tuttle	Assistant Secretary

All members of the Board participated by telephone, thus constituting a quorum of the Board of Directors. All Directors who participated by telephone voted on all matters that came before the Board. Also participating by telephone were Matthew Tiemann of Rowe Lane Development, Ltd.; Jeff Monzingo of Montoya & Monzingo, LLP; Keith Collins of Randall Jones Engineering, Inc.; John Barganski of Specialized Public Finance, Inc.; David Klein and Maris Chambers, Attorneys and Fred Castro, Paralegal with Lloyd Gosselink Rochelle & Townsend, P.C.

Mr. Klein stated that this meeting was being held under the Governor’s March 16, 2020 proclamation suspending certain Texas Open Meetings Act laws in response to the current COVID-19 pandemic and statewide disaster declaration. He stated this open meeting of the Board of Directors was being recorded and the recoding would be made available to the public. Mr. Klein stated that the conference call line allowed for 2-way communication, and the Board would provide members of the public with the opportunity to speak, as in any normal Lakeside Water Control and Improvement District No. 2B open meeting. Mr. Klein asked that the attendees use the same courtesy as an in-person meeting and try to avoid talking over each other. He stated that the Board would announce the instances where comments from the public would be accepted.

Next, Mr. Klein stated that Directors Horndt, Garcia, Whittier, Walker, and Tuttle were participating in this meeting along with the District’s consultants: Jeff Monzingo, Keith Collins, John Barganski, David Klein, Maris Chambers, and Fred Castro. He noted that Matthew Tiemann, was participating as member of the public.

Director Horndt called the meeting to order at 6:04 p.m. and announced that a quorum of the Board was in attendance (on the call). Next, Director Horndt stated that the Board would first consider the approval of the minutes of the March 9, 2020 regular meeting and March 20, 2020 special meeting. Upon motion by Director Garcia, seconded by Director Whittier, and unanimously carried, the minutes of the March 9, 2020 regular meeting were approved, as presented. Upon motion by Director Garcia, seconded by Walker, and unanimously carried, the Board approved the minutes of the March 20, 2020 special meeting, as presented.

The next item to come before the Board was to receive public comment. Mr. Klein inquired whether there were any members of the public who wished to address the Board. There were no public comments received by the Board.

Director Horndt stated that the Board would next receive a report from the District's Engineer. Mr. Collins provided a brief report on the status of utility construction within the Blackhawk subdivision. Mr. Collins informed the Board that his office had advertised the pedestrian trails project within the greenbelt in Lakeside WCID No. 2D for solicitation of bids with the bid opening scheduled to take place on May 6, 2020. He stated that an on-site non-mandatory pre-bid conference was scheduled for April 22, 2020 to answer prospective bidders' questions about the project. Finally, Mr. Collins noted that at the Board's last meeting he was directed by the Board to coordinate with a structural engineer to come out and take a cursory look at the concrete floor damage sustained within the Reserve at Westcreek Amenity Center to determine whether a structural analysis was warranted before having the floor resurfaced and re-stained, and if so, an estimate for this work. He informed the Board he was been unable to connect with his contact and surmised that the COVID-19 pandemic may be the reason for this. He stated that he would continue to try to make contact with the structural engineer.

The next item to come before the Board was to consider action regarding the implementation of the District's Stormwater Management Program and enforcement of same, including but not limited to approving the District's Annual Report. Ms. Chambers presented this item. She stated that the District was required to have a Municipal Separate Storm Sewer System Permit that is regulated by the Texas Commission on Environmental Quality (the "TCEQ"), and the District must develop and implement a Stormwater Management Plan. Ms. Chambers stated that the District had complied with this requirement and had submitted a Stormwater Management Plan with the TCEQ, which had not yet been approved, but had been operating under the plan, as drafted. She noted that the District's Stormwater Management Plan regulated discharges from the District's storm drain system and laid out measurable goals over a five-year period of authorization.

Ms. Chambers noted that the District's Annual Report provided to the Board reported on what the District had achieved in year one on the Plan. She confirmed that the District had successfully accomplished the goals it set out to accomplish in year one. Ms. Chambers stated that the District's Stormwater Management Plan Subcommittee, in association with the District's Engineer and her office, had reviewed the draft of the District's Annual Report contained in the meeting materials, a copy of which is attached as Exhibit "B". She noted that in previous years, each of the Lakeside Districts had its own Stormwater Management Plan and submitted its own Annual Report with the TCEQ; however, this year, the Lakeside Districts had combined into a

coalition operating under one Stormwater Management Plan with a single Annual Report in order to streamline the process and reduce expenses. Ms. Chambers recommended that the Board approve the Annual Report and authorize its filing with the TCEQ. Upon motion by Director Garcia, seconded by Director Tuttle, and unanimously carried, the Board approved the Annual Report and authorized its filing with the TCEQ.

Director Horndt stated that the Board would next receive recreational facilities reports and take action concerning the same, including but not limited to, maintenance and/or improvements related to existing recreational facilities. Mr. Monzingo presented recreational facilities reports from the Associations operating the District's recreational facilities, copies of which are attached as Exhibit "C". Mr. Monzingo noted that the report provided by the Park at Blackhawk and Lakeside HOA (the "HOA") provided brief updates on completed projects with final pricing information. He noted that the projects related to the replacement of two ballfield doors was completed with a final price of \$4,421.28 and completion of the Harrier Flight docks came in at \$7,503.28. Mr. Monzingo noted that the water fountain replacement was on hold due to the COVID-19 pandemic. He confirmed that the fountain had been ordered, but it had not yet been installed. He noted that the HOA's report contained no requests for action by the Board.

Next, Mr. Monzingo informed the Board that the Reserve at Westcreek report indicated that it was awaiting on a decision by the Board concerning the need for engaging the services of a structural engineer to determine whether the buildings foundation had failed before authorizing the repair of cracks and resurfacing the floors. Mr. Monzingo stated that he had nothing further to report and noted that the Reserve at Westcreek's report contained no requests for action by the Board.

Director Horndt stated that the Board would next consider the payment of invoices and Bookkeeper's report. Mr. Monzingo distributed a list of invoices and money transfers, a copy of which is attached as Exhibit "D". After discussion, upon motion by Director Whittier, seconded by Director Garcia, and unanimously carried, the Board approved the payment of invoices and money transfers, as presented.

The next item to come before the Board was to receive a report regarding compliance with Cybersecurity Awareness Training under House Bill 3834 from the 2019 Legislative Session. Ms. Chambers presented this item. She informed the Board that in the 86th Legislative Session, the Legislature passed House Bill 3834, which contained requirements for local governments regarding cybersecurity training. Ms. Chambers stated that certain individuals, including elected Board members, must participate in a certified cybersecurity training program annually. She noted that the first training must be completed by June 14, 2020 and the District must verify and report on completing the training to the Department of Information Resources. Ms. Chambers stated that her office would review and make recommendations to the Board on the most appropriate cybersecurity training programs certified by the Department of Information Resources. She stated that the Board would be provided with updated information when it became available.

There were no announcements or requests for items at the Board's next meeting.

After discussion, there being no further business, and upon motion made by Director Walker, seconded by Director Garcia, and unanimously carried, the meeting was adjourned at 6:25 p.m. until further call.

PASSED, APPROVED AND ADOPTED THIS 11th day of May, 2020.

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Kenneth Whittier, Secretary

(SEAL)

**Agenda Item No. 7**  
**First Amendments to Cost Sharing Agreements**  
**for**  
**Channel Maintenance Project**  
**Trail Project**  
**Amenity Center Design Project**

**FIRST AMENDMENT TO COST SHARING AGREEMENT  
FOR CHANNEL MAINTENANCE PROJECT**

This FIRST AMENDMENT TO COST SHARING AGREEMENT FOR CHANNEL MAINTENANCE PROJECT (“*Amendment*”), effective as of May 12, 2020, is entered into by and among Lakeside Water Control and Improvement District (“*WCID*”) Nos. 1, 2A, 2B, 2C, and 2D, political subdivisions of the State of Texas operating under the provisions of Article XVI, Section 59 of the Texas Constitution and Chapters 49, 51, and 54 of the Texas Water Code, as amended (each a “*Participant*,” and collectively, the “*Participants*”), regarding the Participants’ joint participation in a project to clean out and re-grade catch basin and stormwater inlet structures located within their boundaries (the “*Channel Maintenance Project*”).

**RECITALS**

**WHEREAS**, Lakeside WCID Nos. 1, 2B, 2C, and 2D entered into a certain “Cost Sharing Agreement for Channel Maintenance Project” (the “*Agreement*”), dated July 18, 2018, to provide for terms and conditions regarding the sharing of costs for a project to clean out and re-grade catch basin and stormwater inlet structures within their boundaries;

**WHEREAS**, the undersigned Participants now desire to amend the Agreement to add Lakeside WCID No. 2A as a Participant, expand the scope of the Channel Maintenance Project to include clean out and re-grading of any catch basin and stormwater inlet structures located within the boundaries of Lakeside WCID No. 2A, and proportionately adjust each Participant’s allocation of costs for the Channel Maintenance Project; and

**WHEREAS**, pursuant to Chapter 791, Texas Government Code, and the general and special laws of the State of Texas, the Participants are authorized to enter into this Amendment providing for the undertaking, administration and implementation of the Channel Maintenance Project; and

**NOW, THEREFORE**, for and in consideration of the mutual promises and other good and valuable consideration contained herein, the sufficiency of which is hereby acknowledged, the Participants agree as follows:

**AMENDMENT**

1. Addition of Lakeside Water Control and Improvement District No. 2A. The Participants hereto agree that, by and upon execution of this Amendment, Lakeside WCID No. 2A: (i) shall be a Participant to the Agreement, effective as of the Effective Date of the Agreement, (ii) accepts and agrees to be subject to all terms, conditions and obligations of the Agreement, and (iii) shall be entitled to the rights and benefits and subject to the duties and obligations of a Participant thereunder, as applicable, in each case as fully as if Lakeside WCID No. 2A were an original signatory the Agreement in the capacity of a Participant.

2. Expansion of Scope. The scope of the Channel Maintenance Project, as originally defined in the recitals of the Agreement, which are incorporated therein for all purposes, is hereby expanded to also include the clean out and re-grading of any catch basin and stormwater inlet structures located within the boundaries of Lakeside WCID No. 2A.
3. Adjusted Allocation of Costs. The Agreement is hereby amended by replacing Section 1, "Allocation of Costs," in its entirety with the following:

"1. Allocation of Costs. The Participants acknowledge and agree that they shall collectively pay for the total cost for the Channel Maintenance Project (including contract administration costs) (the "**Total Cost**"), in accordance with the percentages provided in this Section. Each Participant's payment obligation for the Total Cost is as follows (each, a "**Percentage Share**," and collectively, the "**Percentage Shares**"):

PARTICIPANT	CONNECTIONS	PERCENTAGE SHARES
Lakeside WCID No. 1	553	14.11%
Lakeside WCID No. 2A	757	19.32%
Lakeside WCID No. 2B	488	12.46%
Lakeside WCID No. 2C	1,083	27.64%
Lakeside WCID No. 2D	1,037	26.47%
TOTAL	3,918	100%"

4. Entire Agreement. The Agreement, as amended hereby, constitutes the full and entire understanding and agreement between the parties regarding the subject matter hereof and thereof and supersedes and cancels all prior agreements, negotiations, correspondence, undertakings and communications of the parties, oral or written, with respect to such subject matter.
5. Effect of this Amendment. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. In the event of any inconsistency or conflict between the provisions of the Agreement and this Amendment, the provisions of this Amendment will prevail and govern. All references to the Agreement or in any exhibit or schedule thereto shall hereinafter refer to the Agreement as amended by this Amendment. In adding Lakeside WCID No. 2A as a Participant to the Agreement, as amended by this Amendment, all Participants agree that any Project costs already allocated to and paid for by Lakeside WCID Nos. 1, 2B, 2C, and 2D prior to the execution of this Amendment shall be adjusted in accordance herewith and reallocated as though all five Lakeside WCIDs were Participants as of the Effective Date of the Agreement, and the Participants agree to be debited or credited accordingly.
6. Defined Terms. The defined terms in the Agreement shall have the same meaning in this Amendment, except as otherwise provided in this Amendment.

7. Authority and Representations. Each Participant executing this Amendment warrants and represents that the individual executing this Amendment on its behalf has the authority and power to execute this Amendment for the entity on behalf of which he or she executes this Amendment.
8. Severability. If any provision of this Amendment is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the Participants hereto that the remainder of this Amendment shall not be affected thereby, and it is also the intention of the Participants to this Amendment that in lieu of each provision of this Amendment that is illegal, invalid, or unenforceable, there be added as a part of this Amendment a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible, and be legal, valid, and enforceable.
9. Waiver. Any failure by a Participant hereto to insist, or any election by a Participant hereto not to insist, upon strict performance by the other Participant of any of the terms, provisions, or conditions of this Amendment shall not be deemed to be a waiver thereof or of any other term, provision, or condition hereof, and such Participant shall have the right at any time or times thereafter to insist upon strict performance of any and all of the terms, provisions, and conditions hereof.
10. Applicable Law. The construction and validity hereof shall be governed by the laws of Texas.
11. Venue. Venue shall be in the court of proper jurisdiction located in Travis County, Texas.
12. Counterpart Execution. This Agreement may be executed in one or more counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same agreement, with the same effect as if all Participants hereto had signed the same document.

***Signature pages follow immediately.***

The Participants have executed this Amendment, to be effective May 12, 2020, as of the date(s) indicated below.

**LAKESIDE WATER CONTROL AND IMPROVEMENT  
DISTRICT NO. 1**, a water control and improvement district  
operating pursuant to Chapters 49 and 51 of the Texas  
Water Code

By: \_\_\_\_\_  
Jeff Stivers, President

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

**LAKESIDE WATER CONTROL AND IMPROVEMENT  
DISTRICT NO. 2A**, a municipal utility district operating  
pursuant to Chapters 49 and 54 of the Texas Water Code

By: \_\_\_\_\_  
Lawrence Shellaby, President

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

**LAKESIDE WATER CONTROL AND IMPROVEMENT  
DISTRICT NO. 2B**, a water control and improvement district  
operating pursuant to Chapters 49 and 51 of the Texas  
Water Code

By: \_\_\_\_\_  
Marilyn Horndt, President

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

**LAKESIDE WATER CONTROL AND IMPROVEMENT  
DISTRICT NO. 2C**, a water control and improvement district  
operating pursuant to Chapters 49 and 51 of the Texas  
Water Code

By: \_\_\_\_\_  
David Wang, President

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

**LAKESIDE WATER CONTROL AND IMPROVEMENT  
DISTRICT NO. 2D**, a water control and improvement district  
operating pursuant to Chapters 49 and 51 of the Texas  
Water Code

By: \_\_\_\_\_  
William McCord, President

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

**FIRST AMENDMENT TO COST SHARING AGREEMENT  
FOR TRAIL PROJECT**

This FIRST AMENDMENT TO COST SHARING AGREEMENT FOR TRAIL PROJECT (“*Amendment*”), effective as of May 12, 2020, is entered into by and among Lakeside Water Control and Improvement District (“*WCID*”) Nos. 1, 2A, 2B, 2C, and 2D, political subdivisions of the State of Texas operating under the provisions of Article XVI, Section 59 of the Texas Constitution and Chapters 49, 51, and 54 of the Texas Water Code, as amended (each a “*Participant*,” and collectively, the “*Participants*”), regarding the Participants’ joint participation in the design, construction, and contract administration for three trail segments to be located within the boundaries of Lakeside WCID No. 2D (the “*Trail Project*”).

**RECITALS**

**WHEREAS**, Lakeside WCID Nos. 1, 2A, 2B, 2C, and 2D entered into a certain “Cost Sharing Agreement for Trail Project” (the “*Agreement*”), dated April 9, 2019, to provide for terms and conditions regarding the sharing of costs for the design, construction, and contract administration for the Trail Project;

**WHEREAS**, the undersigned Participants now desire to amend the Agreement to adjust each Participant’s allocation of costs for the Trail Project; and

**WHEREAS**, pursuant to Chapter 791, Texas Government Code, and the general and special laws of the State of Texas, the Participants are authorized to enter into this Amendment providing for the undertaking, administration and implementation of the Trail Project; and

**NOW, THEREFORE**, for and in consideration of the mutual promises and other good and valuable consideration contained herein, the sufficiency of which is hereby acknowledged, the Participants agree as follows:

**AMENDMENT**

1. Adjusted Allocation of Costs. The Agreement is hereby amended by replacing Section 1, “Allocation of Costs,” in its entirety with the following:
  - “1. Allocation of Costs. The Participants acknowledge and agree that they shall collectively pay for the total cost for the Trail Project (including contract administration costs) (the “*Total Cost*”), in accordance with the percentages provided in this Section. Each Participant’s payment obligation for the Total Cost is as follows (each, a “*Percentage Share*,” and collectively, the “*Percentage Shares*”):

PARTICIPANT	CONNECTIONS	PERCENTAGE SHARES
Lakeside WCID No. 1	553	14.11%
Lakeside WCID No. 2A	757	19.32%
Lakeside WCID No. 2B	488	12.46%
Lakeside WCID No. 2C	1,083	27.64%
Lakeside WCID No. 2D	1,037	26.47%
TOTAL	3,918	100%”

2. Entire Agreement. The Agreement, as amended hereby, constitutes the full and entire understanding and agreement between the Participants regarding the subject matter hereof and thereof and supersedes and cancels all prior agreements, negotiations, correspondence, undertakings and communications of the parties, oral or written, with respect to such subject matter.
3. Effect of this Amendment. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. In the event of any inconsistency or conflict between the provisions of the Agreement and this Amendment, the provisions of this Amendment will prevail and govern. All references to the Agreement or in any exhibit or schedule thereto shall hereinafter refer to the Agreement as amended by this Amendment. In addition, the Participants agree that Project costs already allocated to and paid for by each Participant prior to the execution of this Amendment shall be adjusted in accordance herewith and reallocated as though the Percentage Shares set forth in this Amendment were effective as of the Effective Date of the Agreement, and the Participants agree to be debited or credited accordingly.
4. Defined Terms. The defined terms in the Agreement shall have the same meaning in this Amendment, except as otherwise provided in this Amendment.
5. Authority and Representations. Each Participant executing this Amendment warrants and represents that the individual executing this Amendment on its behalf has the authority and power to execute this Amendment for the entity on behalf of which he or she executes this Amendment.
6. Severability. If any provision of this Amendment is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the Participants hereto that the remainder of this Amendment shall not be affected thereby, and it is also the intention of the Participants to this Amendment that in lieu of each provision of this Amendment that is illegal, invalid, or unenforceable, there be added as a part of this Amendment a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible, and be legal, valid, and enforceable.
7. Waiver. Any failure by a Participant hereto to insist, or any election by a Participant hereto not to insist, upon strict performance by the other Participant of any of the terms, provisions, or conditions of this Amendment shall not be deemed to be a waiver thereof

or of any other term, provision, or condition hereof, and such Participant shall have the right at any time or times thereafter to insist upon strict performance of any and all of the terms, provisions, and conditions hereof.

8. Applicable Law. The construction and validity hereof shall be governed by the laws of Texas.
9. Venue. Venue shall be in the court of proper jurisdiction located in Travis County, Texas.
10. Counterpart Execution. This Agreement may be executed in one or more counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same agreement, with the same effect as if all Participants hereto had signed the same document.

*Signature pages follow immediately.*

The Participants have executed this Amendment, to be effective May 12, 2020, as of the date(s) indicated below.

**LAKESIDE WATER CONTROL AND IMPROVEMENT  
DISTRICT NO. 1**, a water control and improvement district  
operating pursuant to Chapters 49 and 51 of the Texas  
Water Code

By: \_\_\_\_\_  
Jeff Stivers, President

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

**LAKESIDE WATER CONTROL AND IMPROVEMENT  
DISTRICT NO. 2A**, a municipal utility district operating  
pursuant to Chapters 49 and 54 of the Texas Water Code

By: \_\_\_\_\_  
Lawrence Shellaby, President

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

**LAKESIDE WATER CONTROL AND IMPROVEMENT  
DISTRICT NO. 2B**, a water control and improvement district  
operating pursuant to Chapters 49 and 51 of the Texas  
Water Code

By: \_\_\_\_\_  
Marilyn Horndt, President

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

**LAKESIDE WATER CONTROL AND IMPROVEMENT  
DISTRICT NO. 2C**, a water control and improvement district  
operating pursuant to Chapters 49 and 51 of the Texas  
Water Code

By: \_\_\_\_\_  
David Wang, President

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

**LAKESIDE WATER CONTROL AND IMPROVEMENT  
DISTRICT NO. 2D**, a water control and improvement district  
operating pursuant to Chapters 49 and 51 of the Texas  
Water Code

By: \_\_\_\_\_  
William McCord, President

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

**FIRST AMENDMENT TO COST SHARING AGREEMENT  
FOR AMENITY CENTER DESIGN PROJECT**

This FIRST AMENDMENT TO COST SHARING AGREEMENT FOR AMENITY CENTER DESIGN PROJECT (“*Amendment*”), effective as of May 12, 2020, is entered into by and among Lakeside Water Control and Improvement District (“*WCID*”) Nos. 2A, 2B, 2C, and 2D, and Lakeside Municipal Utility District (“*MUD*”) No. 5, all political subdivisions of the State of Texas operating under the provisions of Article XVI, Section 59 of the Texas Constitution and Chapters 49, 51, and 54 of the Texas Water Code, as amended (each a “*Participant*,” and collectively, the “*Participants*”), regarding the Participants’ joint participation in a new amenity center project in Travis and/or Williamson Counties, Texas, within the boundaries of Lakeside WCID No. 2A (the “*Design Project*”).

**RECITALS**

**WHEREAS**, the Participants entered into a certain “Cost Sharing Agreement for Amenity Center Design Project” (the “*Agreement*”), dated April 9, 2019, to provide for terms and conditions regarding the sharing of costs for the design, engineering, and contract administration for the Design Project;

**WHEREAS**, the undersigned Participants now desire to amend the Agreement to adjust each Participant’s allocation of costs for the Design Project; and

**WHEREAS**, pursuant to Chapter 791, Texas Government Code, and the general and special laws of the State of Texas, the Participants are authorized to enter into this Amendment providing for the undertaking, administration and implementation of the Design Project; and

**NOW, THEREFORE**, for and in consideration of the mutual promises and other good and valuable consideration contained herein, the sufficiency of which is hereby acknowledged, the Participants agree as follows:

**AMENDMENT**

1. Adjusted Allocation of Costs. The Agreement is hereby amended by replacing Section 1, “Allocation of Costs,” in its entirety with the following:

“1. Allocation of Costs. The Participants acknowledge and agree that they shall collectively pay for the total cost for the Design Project (including contract administration costs) (the “*Total Cost*”), in accordance with the percentages provided in this Section. Each Participant’s payment obligation for the Total Cost is as follows (each, a “*Percentage Share*,” and collectively, the “*Percentage Shares*”):

PARTICIPANT	CONNECTIONS	PERCENTAGE SHARES
Lakeside WCID No. 2A	757	14%
Lakeside WCID No. 2B	488	9.02%
Lakeside WCID No. 2C	1,083	20.02%
Lakeside WCID No. 2D	1,037	19.17%
Lakeside MUD No. 5	2,044	37.79%
TOTAL	5,409	100%”

2. Entire Agreement. The Agreement, as amended hereby, constitutes the full and entire understanding and agreement between the Participants regarding the subject matter hereof and thereof and supersedes and cancels all prior agreements, negotiations, correspondence, undertakings and communications of the parties, oral or written, with respect to such subject matter.
3. Effect of this Amendment. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. In the event of any inconsistency or conflict between the provisions of the Agreement and this Amendment, the provisions of this Amendment will prevail and govern. All references to the Agreement or in any exhibit or schedule thereto shall hereinafter refer to the Agreement as amended by this Amendment. In addition, the Participants agree that Project costs already allocated to and paid for by each Participant prior to the execution of this Amendment shall be adjusted in accordance herewith and reallocated as though the Percentage Shares set forth in this Amendment were effective as of the Effective Date of the Agreement, and the Participants agree to be debited or credited accordingly.
4. Defined Terms. The defined terms in the Agreement shall have the same meaning in this Amendment, except as otherwise provided in this Amendment.
5. Authority and Representations. Each Participant executing this Amendment warrants and represents that the individual executing this Amendment on its behalf has the authority and power to execute this Amendment for the entity on behalf of which he or she executes this Amendment.
6. Severability. If any provision of this Amendment is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the Participants hereto that the remainder of this Amendment shall not be affected thereby, and it is also the intention of the Participants to this Amendment that in lieu of each provision of this Amendment that is illegal, invalid, or unenforceable, there be added as a part of this Amendment a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible, and be legal, valid, and enforceable.
7. Waiver. Any failure by a Participant hereto to insist, or any election by a Participant hereto not to insist, upon strict performance by the other Participant of any of the terms, provisions, or conditions of this Amendment shall not be deemed to be a waiver thereof

or of any other term, provision, or condition hereof, and such Participant shall have the right at any time or times thereafter to insist upon strict performance of any and all of the terms, provisions, and conditions hereof.

8. Applicable Law. The construction and validity hereof shall be governed by the laws of Texas.
9. Venue. Venue shall be in the court of proper jurisdiction located in Travis County, Texas.
10. Counterpart Execution. This Agreement may be executed in one or more counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same agreement, with the same effect as if all Participants hereto had signed the same document.

*Signature pages follow immediately.*

The Participants have executed this Amendment, to be effective May 12, 2020, as of the date(s) indicated below.

**LAKESIDE WATER CONTROL AND IMPROVEMENT  
DISTRICT NO. 2A, a municipal utility district operating  
pursuant to Chapters 49 and 54 of the Texas Water Code**

By: \_\_\_\_\_  
Lawrence Shellaby, President

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

**LAKESIDE WATER CONTROL AND IMPROVEMENT  
DISTRICT NO. 2B**, a water control and improvement district  
operating pursuant to Chapters 49 and 51 of the Texas  
Water Code

By: \_\_\_\_\_  
Marilyn Horndt, President

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

**LAKESIDE WATER CONTROL AND IMPROVEMENT  
DISTRICT NO. 2C**, a water control and improvement district  
operating pursuant to Chapters 49 and 51 of the Texas  
Water Code

By: \_\_\_\_\_  
David Wang, President

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

**LAKESIDE WATER CONTROL AND IMPROVEMENT  
DISTRICT NO. 2D**, a water control and improvement district  
operating pursuant to Chapters 49 and 51 of the Texas  
Water Code

By: \_\_\_\_\_  
William McCord, President

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

**LAKESIDE MUNICIPAL UTILITY DISTRICT NO. 5, a  
municipal utility district operating pursuant to Chapters 49  
and 54 of the Texas Water Code**

By: \_\_\_\_\_  
Jeff Rinderknecht, President

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

**Agenda Item No. 8**  
**Recreational Facilities Report**  
**Hours of use of recreational facilities**

**RECREATIONAL FACILITIES REPORT**  
**FOR PARK AT BLACKHAWK RECREATIONAL FACILITIES**

**May 5, 2020**

- I. BUDGETED MAINTENANCE AND REPAIR PROJECTS IN REMAINDER OF DISTRICTS' FISCAL YEAR (AND ESTIMATED COSTS)**
- II. OTHER ISSUES FOR DISTRICTS' ATTENTION AND/OR APPROVAL (CONDITIONS OF BUILDINGS, EQUIPMENT, IRRIGATION SYSTEM, BUDGET VARIANCES, OUTCOME OF BIDDING OF WORK, ETC.)**
- III. UNBUDGETED ITEMS THAT NEEDED ATTENTION/WORK COMPLETION**
  - a) Water Fountain Replacement- I have attached a quote to replace the water fountain at the playground located at the Amenity Center. The one we currently have has continued to have issues. I am suggesting we upgrade to a fountain that is ADA compliant, as well as offers a dog bowl at the bottom for residents who walk their dogs on the trails. We have had an influx of residents bringing their dogs in the facility during UPDATE: 5/5/2020 Project pending completion.
  - b) Eire Dr. Safety rail installed. Resident contacted us about an area near the mailboxes on Eire Dr that needed a safety railing due to drainage ditch. Viking Fence came out and installed railing. Total cost was \$1,320.00. This project is complete.

**Recreational Facilities Report for Reserve at Westcreek  
Reporting Period March 1- 31, 2020**

**1. List maintenance and repair projects identified or started during the reporting period, current status, costs, and budget**

- 1.
- 2.
- 3.
- 4.
- 5.

**2. Planned maintenance and repair projects in remainder of RWC fiscal year, estimated costs and budget**  
Clubhouse floors in need of repair awaiting Engineers report.

**3. Other issues for Districts' attention and/or approval (conditions of buildings, equipment, irrigation system, budget variances, outcome of bidding work, etc.)**

1. Preparing for sanitizing of the building and playground prior to opening.
2. Will parties be allowed this summer?
- 3.
- 4.
- 5.

**Budget trending/issues identified for January 2020 (see detail on "WCID" tab):**

No budget issues in March. Expenses are 9% of total budget with 25% of the budget year elapsed (Calendar Year Budget Cycle). Only one line items have exceeded the 25% trend (discussed below) but overall the budget spending is being managed closely and overspending in some line items will be offset by savings in others.

**GL**

6412 February for power supply & Access Control service repair  
6565 Fire Extinguisher Annual Maintenance

**Upcoming Projects:**

- 1.
- 2.

**AMENDED AND RESTATED  
JOINT USE AND MAINTENANCE AGREEMENT  
RESERVE AT WESTCREEK AMENITY CENTER**

THIS AMENDED AND RESTATED JOINT USE AND MAINTENANCE AGREEMENT ("*Agreement*") is entered into between Lakeside Water Control and Improvement District Nos. 1, 2-B, 2-C, and 2-D, water control and improvement districts operating pursuant to Chapters 49 and 51 of the Texas Water Code, Lakeside Water Control and Improvement District No. 2-A, a municipal utility district operating pursuant to Chapters 49 and 54 of the Texas Water Code (Lakeside Water Control and Improvement District Nos. 1, 2-A, 2-B, 2-C, and 2-D are individually, a "*District*", and collectively, the "*Districts*"), and The Reserve at Westcreek Owners Association, Inc. (the "*Reserve*"), a Texas nonprofit corporation. The Districts and the Reserve are each, a "*Party*" and collectively, the "*Parties*."

**RECITALS**

- A. Section 49.463 of the Texas Water Code provides that a district is created for the purpose of financing, developing, and maintaining recreational facilities for the people in the district.
- B. Section 49.213 of the Texas Water Code provides that a district may contract with a public or private entity for the joint ownership and operation of any works, improvements, facilities, plants, equipment, and appliances necessary to accomplish any purpose or function permitted by a district.
- C. The Parties entered into a Joint Use and Maintenance effective January 1, 2016 (the "*Agreement*"), to provide for the operation and maintenance of the Reserve at Westcreek Amenity Center and landscaping areas maintain by the Reserve for the Districts, and to provide for the sharing of costs for such operation and maintenance.
- D. Several terms of the Original Agreement, as amended, are now obsolete, and the Parties desire to make adjustments regarding the true-up of the annual payments made by the Districts to the Reserve, to revise certain other terms and conditions, and to consolidate all of the relevant terms into one restated agreement.
- E. The Parties now desire to amend the Agreement to reflect those changes.

The Districts and the Reserve now agree as follows:

**AGREEMENT**

1. **Description of Facilities.** The facilities covered by this Agreement ("*Facilities*") are (i) the Reserve at Westcreek Amenity Center, exclusive of the pool areas and common areas owned by the Reserve, located at 17701 Bridgfarmer Blvd, as described in the deeds from Capital Pacific Holdings, LLC to Lakeside Water Control and Improvement District No. 2-D, recorded as Documents No. 2007177338, 200717736 and 200717737 in the Real Property Records of Travis County, Texas, which includes the surrounding amenity center green space, park areas, parking lot, and tennis courts (the "*Reserve Amenity Center*"), (ii) the landscaping areas specified by each District to be maintained by the Reserve from time to time, (iii) any drainage or water rights ponds located within the Districts that are specified by each District to be maintained by the Reserve, which may be added from time to time, and (iv) any walking paths and related facilities located within the Districts that are specified by each District to be maintained by the Reserve, which may be added from time to time.

2. **Joint Use of Reserve Amenity Center.** The Districts and the Reserve will share use of the Reserve Amenity Center. The Parties agree to cooperate in coordinating programs and activities conducted at the Reserve Amenity Center to avoid conflicting uses and to ensure the availability of the Reserve Amenity Center to the Districts when required for District purposes. The following guidelines will control the use and scheduling of the Reserve Amenity Center:

- A. **Priorities.** The Districts have first priority for use and control of the Reserve Amenity Center, when calendared.
- B. **Scheduling.**
  - 1) The Districts and the Reserve will establish and maintain procedures for scheduling the use of the Reserve Amenity Center.
  - 2) The Reserve will manage the scheduling of all uses of the Reserve Amenity Center on behalf of the Districts and their residents.
  - 3) All persons using the Reserve Amenity Center must abide by federal, state, and local laws and regulations, as well as the Districts' policies, rules, and regulations.
- C. **Reserve Amenity Center Use Charges.**
  - 1) The Districts and the Reserve may use the Reserve Amenity Center free of charge.
  - 2) The Districts' Boards of Directors will determine the charges to District residents or others for use of the Reserve Amenity Center.
- D. **Reserve Amenity Center Use Rules.** The Districts' Boards of Directors will determine all rules governing the use of the Reserve Amenity Center.

3. **Management, Operation and Maintenance of the Facilities.** The Reserve shall use commercially reasonable efforts to manage, operate, and maintain the Facilities on behalf of the Districts. In particular:

- A. The Reserve shall employ, or contract for the services of, no more than one manager and one operator to manage, operate, and maintain the Reserve Amenity Center;
- B. The Reserve is responsible for the day-to-day operation of the Reserve Amenity Center;
- C. The Reserve shall maintain and repair the Reserve Amenity Center as necessary to keep the Reserve Amenity Center clean and available for use; and
- D. The Reserve is responsible for mowing and landscape maintenance for the Facilities. During the term of this Agreement, the Districts may establish additional requirements or standards for the management, operation, and maintenance of the Reserve Amenity Center, and the Reserve shall implement and comply with those requirements or standards.

4. **Process for Budgeting/Payment for Operations and Maintenance of the Facilities.**

- A. **Budget Estimate.** Beginning with calendar year 2017, no later than August 1st of each calendar year, the Reserve shall submit to each District:

- 1) a written financial summary of the actual costs and expenses associated with managing, operating, maintaining, and repairing the Facilities, as well as the Reserve's funding sources, for that current (partial) District fiscal year, reconciled with the approved budget for that District fiscal year; and
- 2) a proposed, written budget for the subsequent District fiscal year (commencing on October 1<sup>st</sup> of that calendar year ("*Proposed Budget*"), estimating:
  - i. the costs and expenses associated with managing, operating, maintaining, and repairing the Reserve Amenity Center and the other Facilities as required under this Agreement ("*Costs*"), as well as the Reserve's funding sources; and
  - ii. the total amount the Districts together should pay for their share of the Costs (the "*Reserve Rec Facilities O&M Amount*").

In preparing the Proposed Budget, the Reserve will also include any known and measurable changes in the Costs for the upcoming District fiscal year.

- B. Board Consideration. The Board of Directors of each District will review and vote on the Reserve's Proposed Budget as a part of the District's budget preparation and approval process for the District's annual budget.
- C. True-up Process. After October 1<sup>st</sup>, but no later than November 20<sup>th</sup> of each calendar year, the Reserve will provide the Districts with a final, complete financial summary ("*Year End Summary*") of the actual costs and expenses associated with managing, operating, maintaining, and repairing the Facilities for the recently completed District fiscal year ("*Actual Annual Costs*"), reconciled with the payments from the Districts to the Reserve for that District fiscal year ("*Actual Annual Payments*"). In the event that the Actual Annual Costs are more or less than the Annual Payments for that District fiscal year, the Parties shall work together to true up such overage or deficiency as follows:
  - 1) If the Year End Summary indicates that the Actual Annual Payments are lower than the Actual Annual Costs, then the Districts may reimburse the Reserve for the difference. In the event that the Districts decide to pay some or all of the difference, each District's percentage share of the deficiency payment will be determined by dividing the number of wastewater connections in that District by the total number of wastewater connections in all of the Districts as of October 1 of that calendar year.
  - 2) If the Year End Summary indicates that the Actual Annual Payments are higher than the Actual Annual Costs, then the Reserve will either refund the Districts such overage or provide the Districts with a credit in that current fiscal year.
- D. Payments. The Districts will pay the approved Reserve Rec Facilities O&M Amount, to the extent approved by the Districts, and as further adjusted by any necessary true up measures according to Section 3.C., above, through two equal payments, payable on or before January 31<sup>st</sup> and May 31<sup>st</sup> of each calendar year (each, a "*District Payment*"). Each District's portion of the Reserve Rec Facilities O&M Amount will be determined by the number of wastewater connections within that District as of October 1<sup>st</sup> of that current District fiscal year, as a percentage of the total number of wastewater connections within all of the Districts as of October 1<sup>st</sup> of that current District fiscal year. In the event of a dispute in the amount of a District Payment between any of the Districts, each

District will make its District Payment to the Reserve in full and then work with the other Districts to address such dispute.

5. **Management of District Funds.** The Reserve shall maintain all funds contributed by the Districts under this Agreement in a separate bank account ("***Districts Account***") insured by the Federal Deposit Insurance Corporation ("***FDIC***") and held in a separate bank from the bank used by the Reserve for its own funds. The Districts Account will be maintained to remain within FDIC insurable limits. In the event that the balance of the Districts Account exceeds FDIC insurance levels, then the Reserve shall notify the Districts immediately so that they can work together to reach a solution that fully insures such funds.
6. **Quarterly Reports.** The Reserve agrees to provide the Districts with quarterly reports of the actual Costs the Reserve has incurred in the previous quarter and will include Districts Account activity in each report.
7. **Annual Review.** The Districts will have the right to have the District Account and expenses managed by the Reserve reviewed annually by a certified public accountant. Such a review will be performed no less than once every three years.
8. **Prior Approval.** The Parties acknowledge that the Districts are subject to state laws regarding the bidding and contracting for certain projects. The Reserve will execute all contracts initiated by the Reserve in carrying out its duties under this Agreement in the name of the Reserve; provided, however, that if any budgeted expenditure is expected to exceed \$20,000, or any unbudgeted expenditure is expected to exceed \$10,000 ("***Large Expenditure***"), then (i) the Reserve shall not make the Large Expenditure without prior approval from the Districts, and (ii) the Districts have the right to bid and contract with the third party for the work directly. In the event that the Reserve becomes aware that a Large Expenditure may be necessary, then it will provide written notice of the potential Large Expenditure to the Districts immediately so that the Districts can evaluate such Large Expenditure. The Districts are not obligated to pay for a Large Expenditure where the Reserve did not provide prior notice to the Districts.
9. **Insurance.** LWCID No. 2D agrees that it will maintain insurance coverage for the Reserve Amenity Center. Each of the Districts will maintain insurance coverage for the other Facilities within their respective boundaries. The Reserve, at its own expense, will maintain insurance coverage (i) for its facilities, including, but not limited to, the pool facilities, common areas owned by the Reserve, and related equipment and furniture, and (ii) for claims by its employees as follows:
  - A. casualty insurance against loss or damage by fire;
  - B. liability insurance that protects the Reserve in all events with a limit of coverage not less than five million dollars (\$5,000,000); and
  - C. Workers' Compensation Insurance as required by law for Reserve employees. Any Reserve contractor must also maintain Workers' Compensation as required by law.

The Reserve may provide the required insurance as part of "blanket" coverage maintained on its other assets. The Reserve shall name the Districts as additional insured's on all policies of the Reserve for claims related to the pool facilities and related equipment and furniture. Upon each insurance renewal date, the Reserve will deliver to the Districts a certificate evidencing the required insurance coverage. The Reserve will promptly provide the Districts with written

notice of any potential liability and will make available to the Districts all related information and documentation.

10. **Hold Harmless and Indemnification.** The Reserve shall indemnify, defend and hold the Districts harmless from all liability related to injury to persons or damage to property resulting or arising from the use of the Reserve Amenity Center by the Reserve or from Reserve-sponsored activities at the Reserve Amenity Center. The indemnification arising under this paragraph will survive the termination of this Agreement for any reason.
11. **Term of Agreement.** The term of this Agreement is ten (10) years, and will automatically renew for subsequent five (5) year terms unless earlier terminated by a Party or unless a Party provides the other Parties written notice of non-renewal at least thirty (30) days prior to the end of the then-current term.
12. **Termination.**
  - A. Any Party may terminate this Agreement at any time by providing at least six months written notice to the other Parties.
  - B. Any Party may terminate this Agreement for default if another Party fails to perform any material provision of this Agreement and the failure to perform continues for 90 days after written notice by the terminating Party to the defaulting Party. After the 90-day period, the terminating Party may terminate the Agreement by providing 10 days' written notice to the other parties.
13. **Notices.** The Parties will provide all notices and other communications under this Agreement to the other Parties in writing by United States registered mail, return receipt requested, postage prepaid and addressed as follows:

**The Districts:**  
Lakeside WCIDs  
c/o David J. Klein  
Lloyd Gosselink Rochelle & Townsend, P.C.  
816 Congress Ave., Suite 1900  
Austin, Texas 78701  
(phone) 512-322-5800  
(fax) 512-472-0532

**The Reserve:**  
Associa Hill Country.  
2300 Greenhill Blvd Suite 1010  
Round Rock, Texas 78664  
(512) 347-3019  
(512) 310-2355  
Contact: Penny Evans

Any Party may change its address or contact person by giving written notice to the other parties.

14. **Non-Appropriation of Funds.** The Districts currently intend to pay all contribution amounts due under this Agreement. The Districts currently intend to take all lawful actions to obtain


and maintain funds from which contributions under this Agreement may be made, including making provision for payments, to the extent necessary, in each annual budget submitted and adopted in accordance with state law, to have that portion of the budget related to the Reserve Amenity Center approved, and to exhaust all available reviews and appeals in the event the portion of the budget related to the Reserve Amenity Center is not approved. However, the decision of whether or not to budget or appropriate funds is reserved to each District's governing body.

15. **Governing Law/Venue.** This Agreement is governed by the laws of the State of Texas. All obligations of the Parties under this agreement are performable in Travis County, Texas, and exclusive jurisdiction for claims arising from the Agreement will lie with the courts of Travis County, Texas.
16. **Construction/Merger.** Any amendment to the terms of this Agreement must be in a writing duly executed by the parties. In the event a provision of this Agreement is held to be invalid, illegal, or unenforceable, the Agreement will be construed as if the invalid, illegal, or unenforceable provision is absent from the Agreement. All other terms will continue in full force and effect. This Agreement constitutes the entire agreement of the parties regarding the subject matter of this Agreement and supersedes any prior or contemporaneous agreements or representations of the parties as to the subject matter. Section headings are for ease of reference only and will not affect interpretation of the Agreement.
17. **Waivers.** All waivers of a breach of a Party's obligation under this Agreement must be in writing to be effective. Any Party's failure to complain of a breach by another Party will not constitute a waiver of any current or future breach of the obligation.
18. **Assignment.** This Agreement may not be assigned by any Party without the prior written consent of the other Parties. This Agreement will be binding on, and inure to the benefit of, the parties to this Agreement and their respective successors and assigns. No assignment will relieve the assigning Party of its obligations under this Agreement unless agreed by the non-assigning Party or Parties in writing.
19. **Multiple Counterparts.** The parties may execute this Agreement in separate counterparts, each of which will be an original and all of which will constitute the same document. A Party may execute this Agreement by faxed or electronic signature, and the other Parties may treat the faxed or electronic signature as an original.


The Parties execute this Agreement effective March 14 2017.

[Signature page follows]

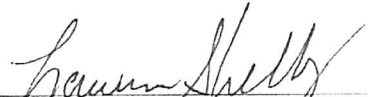
The Reserve at Westereek Owners Association

By:   
Name: Christopher Falco  
Title: President

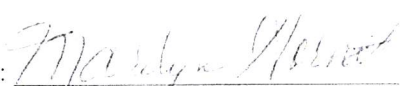
Lakeside Water Control and Improvement District No. 1

By:   
Jeff Stivers, President

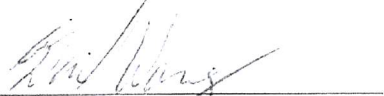
Lakeside Water Control and Improvement District No. 2A

By:   
Lawrence Shellaby, President

Lakeside Water Control and Improvement District No. 2B

By:   
Marilyn Horndt, President

Lakeside Water Control and Improvement District No. 2C

By:   
David Wang, President

Lakeside Water Control and Improvement District No. 2D

By:   
William McCord, President

**Agenda Item No. 9**  
**Engagement of peace officer(s)**

Sec. 49.216. ENFORCEMENT BY PEACE OFFICERS.

(a) A district may contract for or employ its own peace officers with power to make arrests when necessary to prevent or abate the commission of:

- (1) any offense against the rules of the district when the offense or threatened offense occurs on any land, water, or easement owned or controlled by the district;
- (2) any offense involving injury or detriment to any property owned or controlled by the district; and
- (3) any offense against the laws of the state.

(b) A district may appoint reserve peace officers who may be called to serve as peace officers by the district during the actual discharge of their official duties.

(c) A reserve peace officer serves at the discretion of the district and may be called into service if the district considers it necessary to have additional officers to preserve the peace in or enforce the law of the district.

(d) A reserve peace officer on active duty and actively engaged in assigned duties has the same rights, privileges, and duties as any other peace officer of the district.

(e) Any peace officer who is directly employed by a district, before beginning to perform any duties and at the time of appointment, must take an oath and execute a bond conditioned on faithful performance of such officer's duties in the amount of \$1,000 payable to the district. The oath and the bond shall be filed in the district office.

(f) A peace officer contracted for by the district, individually or through a county, sheriff, constable, or municipality, is an independent contractor, and the district is responsible for the acts or omissions of the peace officer only to the extent provided by law for other independent contractors.

Added by Acts 1995, 74th Leg., ch. 715, Sec. 2, eff. Sept. 1, 1995. Amended by: Acts 2013, 83rd Leg., R.S., Ch. 105 (S.B. 902), Sec. 18, eff. September 1, 2013.