

Ms. Rebecca Pruitt
Williamson County Judge's Office
County Courthouse
710 Main Street, Ste. 101
Georgetown, TX 78626



8/23/2022 AGENDA ITEMS

Dear Ms. Pruitt,

The following item has been placed on the Court Agenda. An electronic copy signed by the Utility Owner has been attached to this cover letter.

- CR 258 Extension Utility Reimbursement Agreement – Pedernales Electric Cooperative (PEC)

Once approved by the Court, please have the Judge sign in the indicated area(s). **The signed electronic copy will need to be returned to HNTB for further processing via e-mail.**

Thank you.

Best regards,

A handwritten signature in blue ink that reads "Eddie Church".

Eddie R. Church, P.E.
Project Manager

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement ("Agreement") is made and entered into and effective the day of April 25, 2022, by and between Pedernales Electric Cooperative (hereinafter referred to as "Utility"), and Williamson County, Texas, (hereinafter referred to as "County").

WITNESSETH:

WHEREAS, Utility is the owner of certain Overhead Electric Utility Lines and Utility Poles. (herein called Facilities).

WHEREAS, County desires to construct proposed County Road 258 (hereinafter called "Project") and make improvements to Project as shown on plans submitted to Utility;

WHEREAS, to accommodate the Project, County desires Utility to perform certain facility modification/relocation work herein referred to as the "Work" and described as follows:

- Remove then Upgrade one pole along Sunset Ridge. Remove one pole along US 183 and Remove Overhead Electric utility line crossing US 183. Install 1 new pole along US 183 and 1 additional new pole with anchor along US 183, connect both to the Existing Overhead Electric utility line running parallel to US 183. Remove then Upgrade 1 pole SW of intersection of US 183 and Long Run. Install new Overhead Electric line connect to new pole south of proposed CR 258 Extension and to upgraded pole SW of intersection of US 183 and Long Run.
- County will reimburse Utility for labor and materials.
- Upon completion of Project, Contractor will provide an as-built drawing of the relocation to the Utility and County.

WHEREAS, Utility, under the terms hereinafter stated, has evaluated the Project and is willing to perform Work to its Facilities to accommodate the Project, provided the County reimburses Utility for 100% of its eligible costs for labor and materials to do the Work.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, Utility agrees to perform the Work and permit the Project subject to the following terms and provisions:

1. County agrees that the description of the Work listed above contains a complete representation of the Work requested of Utility to accommodate the Project.
2. County shall, at its own expense, inspect the Work by Utility hereunder, to assure itself that the Work is being performed in compliance with the standards of County.
3. Though this agreement is based on the proposed "Good Faith Estimate" herein referred to as the "Estimate" listed below: (See Attachment "A" for detailed estimate)

Estimated 5 Poles of aerial Electric Distribution defined as Work = \$ 15,219.45

County agrees to bear 100% of the eligible costs incurred by Utility relating to the Work. Final eligible costs may be more or less than the Estimate, which shall not be construed as a limitation of costs for such Work. County recognizes that Utility may use one or more contractors to perform the

Work.

4. Upon completion of said Work, Utility shall make an accounting of final costs and provide County an invoice of the same. The final eligible cost may be greater or less than the Estimate and County shall be liable to Utility for 100% of the eligible final cost. After receipt and approval of invoice, County shall pay the full amount within 30 days.
5. County shall perform all operations and construction activities below or adjacent to the Facilities in a workmanlike and safe manner and in conformance with all applicable industry and governmental standards and conditions that may be imposed by Utility from time to time. No construction activity by County shall be performed under, across, or adjacent to the Facilities until the Work of Utility has been completed.
6. Notice shall be given to Utility by County, at least 48 hours in advance of commencement of any construction activity on or adjacent to the Facilities, excepting only cases of emergency. Said notice shall be given to Texas One-Call: 1-800-245-4545. In the event County breaches any of the terms, covenants or provisions of this Agreement and Utility commences litigation to enforce any provisions of this Agreement, the cost of attorneys' fees, interest and the attendant expenses will be payable to Utility by County upon demand.
7. To the fullest extent permitted by law, the County shall indemnify, save, hold harmless, and at Utility's option, defend Utility and its affiliated companies and their directors, officers, employees and agents from any and all claims, demands, cost (including reasonable attorney and expert witness fees and court costs), expenses, losses, causes of action (whether at law or in equity), fines, civil penalties, and administrative proceedings for injury or death to persons or damage or loss to property or other business losses, including those made or incurred by Utility or its directors, officers, employees, or agents and including environmental damage in any way arising from or connected with the existence, construction, operation, maintenance, removal or other operations arising out of the Work as described in this Agreement and the construction, operation and/or use of the Project by County, except those arising from Utility's sole negligence.
8. This Agreement supersedes every antecedent or concurrent oral and/or written declaration and/or understanding pertaining to the Work or construction activity by and between Utility and County.
9. As soon as possible after the document is prepared, Utility and County shall sign a Utility Joint Use Agreement and make a part hereof.

Unless an item below is stricken and initialed by the County and Utility, this agreement in its entirety consists of the following:

1. Utility Agreement - Wilco –U-35 – 100% County – Off System
2. Plans, Specification, and Estimated Costs (Attachment "A")
3. Utility's Schedule of Work and Estimated Date of Completion (Attachment "B")
4. Eligibility Ratio (Attachment "C")
5. Betterment Calculation and Estimates (Attachment "D")
6. Proof of Property Interest – ROW-U-1A (Attachment "E")

7. Wilco-U-80A – Joint Use Agreement (Attachment “F”)

IN WITNESS WHEREOF, we have hereunto set our hands on the day and year below.

UTILITY

Utility: Pedernales Electric Cooperative
Name of Utility

By: *Dirk Field*
Authorized Signature

Dirk Field
Print or Type Name

Title: Planning and Design Manager

Date: 4-13-22

WILLIAMSON COUNTY

By: _____
Authorized Signature

Print or Type Name

Title: _____

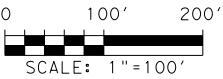
Date: _____

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Attachment A

Plans, Specifications, and Estimated Costs

3/9/2022 12:36:05 PM G:\CFA\2014\0308801*Williamson*County*2013*Road*Bond\DESIGN\CR 258 Extension\EXHIBITS\20220309-PECCoverSheet\CR-258*EXT*PECCoverSheet.dgn

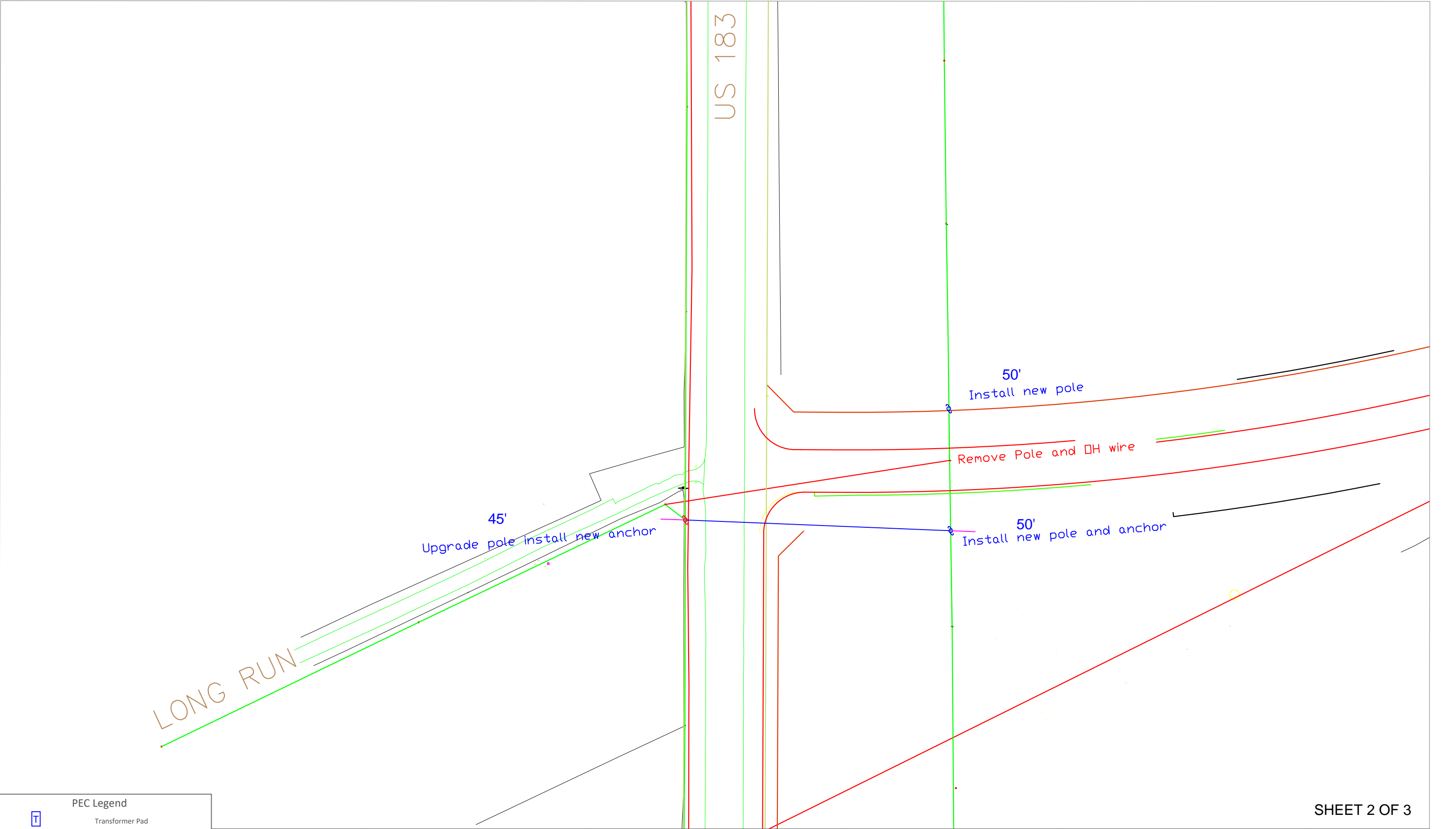


- PROPOSED ROW
- EXISTING ROW
- PROPOSED ROADWAY
- EXISTING ROADWAY
- EASEMENTS
- PROPOSED DRAINAGE

SHEET 3
CR 258 EXT
CR 258 EXTENSION @
SUNSET RIDGE

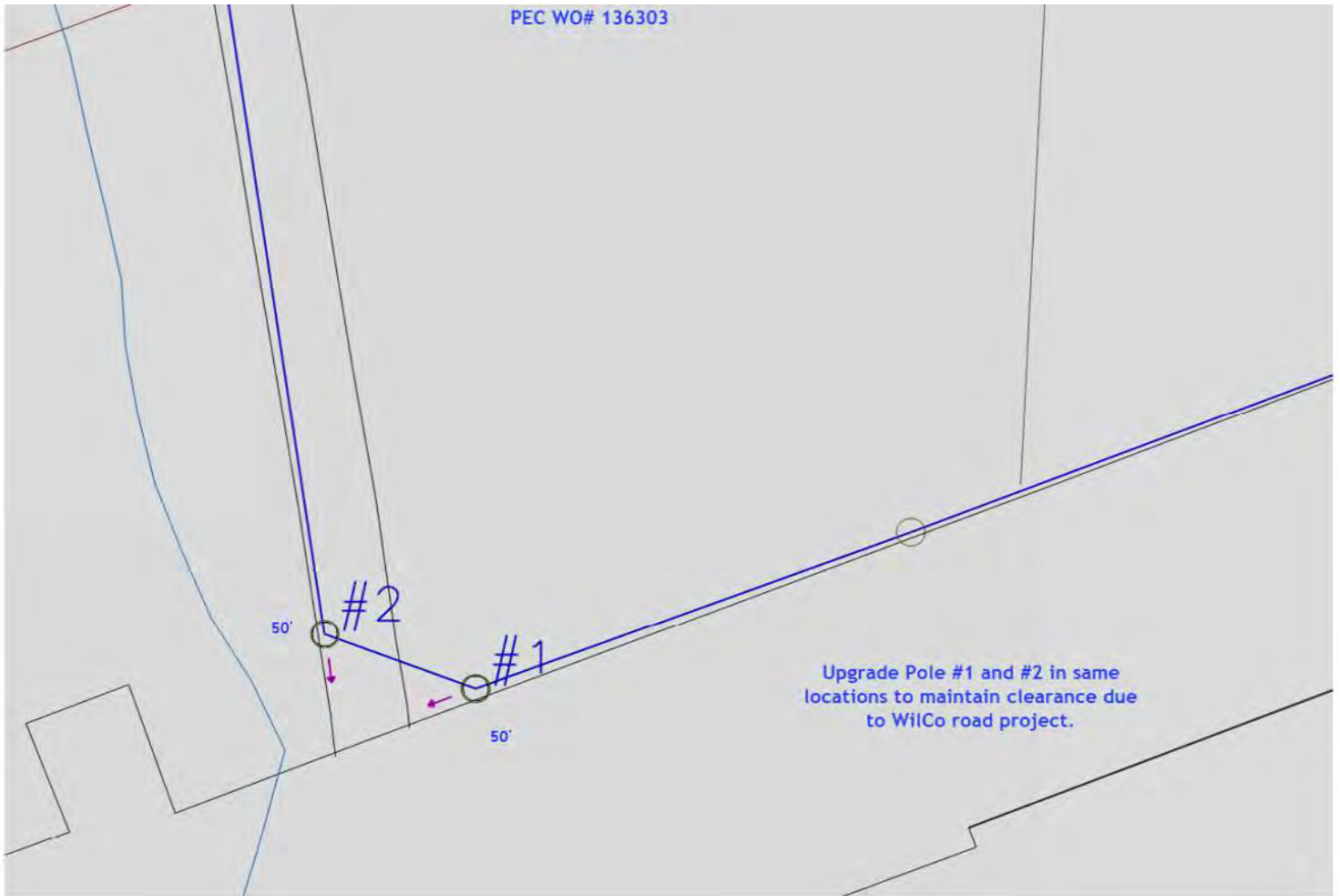
SHEET 2
CR 258 EXT
US 183 @ LONG RUN &
CR 258 EXTENSION

CR 258 EXTENSION
US 183 TO SUNSET RIDGE

New Pole

Conduit for Future

3-3" Conduit Stubs



PEC Work Order Number	Relocation Description	Cost of Adjustment
136305	183 Crossing	\$12,584.77
136303	CR 258 and Sunset Ridge	\$2,634.68
Total		\$15,219.45



Statement of Estimated Cost

Itemized Invoice

2/9/2022

Liberty Hill District
10625 W W State Hwy 29
Liberty Hill, TX 78642

Estimate is for budgeting purposes only. Cost is subject to change pending review and approval of final design.

Work Order No.136305 183 A Expansion/OH ReLo				
DESCRIPTION	Quantity	MATERIAL	LABOR	AMOUNT
INSTALL				
A5-2	2	\$74.58	\$359.25	\$433.83
A7	1	\$245.75	\$340.32	\$586.07
A8	1	\$262.74	\$434.87	\$697.61
C1-3N	2	\$947.98	\$434.87	\$1,382.85
C9-2	2	\$1,203.24	\$567.22	\$1,770.46
E1-2	2	\$146.98	\$207.97	\$354.95
F1-3	2	\$93.43	\$321.43	\$414.86
M2-2	3	\$357.73	\$198.53	\$556.26
M3-2.1	1	\$203.44	\$132.36	\$335.80
M42-11	8	\$68.52	\$605.03	\$673.55
O4 ACSR	647	\$109.05	\$305.81	\$414.86
P45-3	1	\$477.79	\$378.15	\$855.94
P50-1	2	\$1,534.09	\$926.43	\$2,460.52
REMOVAL				
A6N	1		\$122.90	\$122.90
A7	1		\$189.07	\$189.07
C1-3N	1		\$122.90	\$122.90
C9-2	1		\$160.71	\$160.71
E1-2	2		\$151.25	\$151.25
J6	3		\$113.44	\$113.44
M2-2	1		\$47.27	\$47.27
M2-2.2	1		\$75.64	\$75.64
M3-2.1	1		\$75.64	\$75.64
O4 ACSR	708		\$200.81	\$200.81
P40-5	1		\$179.61	\$179.61

P45-1	1		\$207.97	\$207.97
			TOTAL:	\$12,584.77

DIRECT ALL INQUIRIES TO:

Dirk Field - Electrical Distribution Design & Planning Manager

1-800-868-4791 Ext. 7020

dirk.field@peci.com



Statement of Estimated Cost

Itemized Invoice

2/9/2022

Liberty Hill District
10625 W W State Hwy 29
Liberty Hill, TX 78642

Estimate is for budgeting purposes only. Cost is subject to change pending review and approval of final design.

Work Order No.136303 CR 258 and Sunset Ridge				
DESCRIPTION	Quantity	MATERIAL	LABOR	AMOUNT
INSTALL				
A6	1	\$37.62	\$236.35	\$273.97
E1-2	1	\$71.42	\$104.09	\$175.51
M2-2	1	\$117.89	\$66.18	\$184.07
M42-11	4	\$33.99	\$302.52	\$336.51
M5-4	1	\$21.36	\$47.27	\$68.63
P50-3	1	\$565.56	\$463.24	\$1,028.80
REMOVAL				
A4N	1	\$0.00	\$113.44	\$113.44
E1-2	1	\$0.00	\$151.25	\$151.25
J13	1	\$0.00	\$56.72	\$56.72
J6	1	\$0.00	\$37.81	\$37.81
P45-3	1	\$0.00	\$207.97	\$207.97
			TOTAL:	\$2,634.68

DIRECT ALL INQUIRIES TO:

Dirk Field - Electrical Distribution Design & Planning Manager
1-800-868-4791 Ext. 7020

dirk.field@peci.com

Attachment B

Utility's Schedule of Work and Estimated Date of Completion

Estimated Start Date: 09/12/22

Estimated Completion Date 10/21/22

Attachment C

Eligibility Ratio

- ☐ On State and local projects, Texas Transportation Code section 203.092 provides that utility reimbursement for facility relocation is dependent upon whether the utility possesses a valid property interest. See Attachment “H” for proof of property interest, which is established at 100% eligible.

- ☒ Eligibility Ratio Calculation attached :91.34%

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CONFLICT I.D.	OWNER	DESCRIPTION	POLES IN CONFLICT (A)	POLES IN CONFLICT IN EASEMENT (B)	ELIGIBILITY (C)	COST OF ADJUSTMENT (D)	ELIGIBLE COST FOR REIMBURSEMENT (E)
25 & 28	PEDERNALES ELECTRIC COOPERATIVE (PEC)	OH ELECTRIC	1	1	100%	\$ 12,584.77	\$ 12,584.77
26	PEDERNALES ELECTRIC COOPERATIVE (PEC)	OH ELECTRIC	2	1	50%	\$ 2,634.68	\$ 1,317.34
TOTAL						\$ 15,219.45	\$ 13,902.11
PEC's ELIGIBILITY FOR CR 258 EXTN RELOCATIONS (E/D)						91.34%	

050'100'

SCALE: 1"=50'

LEGEND

PROPOSED ROW

EXISTING ROW

PROPOSED ROADWAY

EASEMENTS

PROPOSED DRAINAGE

ROADWAY REMOVAL

LVL B

LVL C/D

OVERHEAD UTILITIES:

PEC

PEC/CHARTER

PEC/AT&T

PEC/AT&T/CHARTER

CHARTER

AT&T

TELECOMMUNICATION:

AT&T

GAS:

ENTERPRISE 14"

ENTERPRISE 24"

WATER:

CITY OF GEORGETOWN SERVICE

CITY OF GEORGETOWN 4"

CITY OF GEORGETOWN 12"

CITY OF GEORGETOWN 15"

CITY OF GEORGETOWN 16"

PEC - ELIGIBILITY

REIMBURSABLE

NON-REIMBURSABLE

QUALITY LEVELS

Quality Level 'D'- Existing Records. Utilities are plotted from review of available records.

Quality Level 'C'- Surface Visible Feature Survey. Quality Level 'D' information from existing records is correlated with surveyed surface-visible features.

Quality Level 'B'- Descriptive Two-dimensional horizontal mapping. The information is obtained through the application and interpretation of appropriate non-destructive surface geophysical methods. Utility indications are referenced to appropriate survey control. Utility exhibits are for information only.

W

WILLIAMSON

COUNTY

1848

CobbFendley

Texas Registration No. 274

505 East Huntland Drive, Suite 100

Austin, Texas 78752

512.834.9798 | fax 512.832.7727 | www.cobbfendley.com

CR 258 EXTENSION

PEC

ELIGIBILITY EXHIBIT

DESIGN BY: H5

DRAWN BY: H5

CHECKED BY: CW

APPROVED BY:

PROJECT NO:

DATE: 2/7/2022

SCALE:

HORIZONTAL: 1"=50'

SHEET: 1 OF 1

Attachment D

Betterment Calculation and Estimates

- ☒ Betterment does not exist in this agreement.
- ☐ Betterment Calculation attached.

Attachment E
Proof of Property Interest

**UTILITY EASEMENT****THE STATE OF TEXAS**

§

§

KNOW ALL MEN BY THESE PRESENTS:**COUNTY OF WILLIAMSON**

§

THAT Omer Galle, of Williamson County, Texas, for and in consideration of ONE DOLLAR (\$1.00) to me (us) in hand paid by PEDERNALES ELECTRIC COOPERATIVE, INC., of Johnson City, Texas, has (have) granted, sold, and conveyed and by these presents does (do) grant, sell, and convey unto Pedernales Electric Cooperative, Inc., an easement and right-of-way as hereinafter described for an electric distribution line consisting of variable number of wires, and all necessary or desirable appurtenances, over, across and upon the following described lands located in Williamson County, Texas, to-wit:

Being out of that certain tract or parcel of land out of the B. Manlove Survey, Abstract No. 417, situated in Williamson County, Texas, being a portion of that 1.35 acre tract and a 9.4 acre tract of land conveyed to Omer Galle as described in Volume 640, Page 46, of the Official Records of Williamson County, Texas.

Easement and right-of-way herein shall be a strip of ten (10') feet in width in and along the entire length of the Grantors property line and the new right-of-way of County Road 258 in Williamson County, for the length of the power line as the power line is built on the Grantors property.

Together with the right of ingress and egress over my (our) adjacent lands to or from said right-of-way for the purpose of constructing, reconstructing, inspecting, patrolling, pulling new wire on, maintaining and removing said lines and appurtenances; the right to relocate within the limits of said right-of-way; the right to remove from said lands all trees and parts thereof, or other obstructions which endanger or may interfere with the efficiency of said lines or their appurtenances.

TO HAVE AND TO HOLD the above described easement and rights unto Pedernales Electric Cooperative, Inc. and their successors and assigns, until said line shall be abandoned.

And I (we) do hereby bind myself (ourselves), my (our) heirs and legal representatives to warrant and forever defend all and singular the above described easement and rights unto Pedernales Electric Cooperative, Inc., their successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS my (our) hand(s) this 19 day of January, 2004.⁵

X

Omer Galle

X

Zona Galle

NOTARIZE ON THE NEXT PAGE

(NOTARIZE ON THE NEXT PAGE)

THE STATE OF TEXAS

COUNTY OF BURNET Williamson

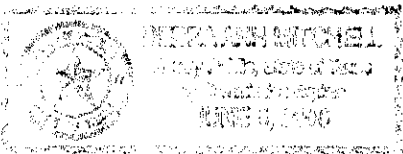
BEFORE ME, the undersigned authority, on this day personally appeared

Zona Galle,

known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 19 day of

January, 2004.5



Debra Ann Mitchell

Notary Public in and for
The State of Texas

RECORDERS MEMORANDUM

All or parts of the text on this page was not
clearly legible for satisfactory recordation.

THE STATE OF TEXAS

COUNTY OF ~~BURNET~~ TRAVIS

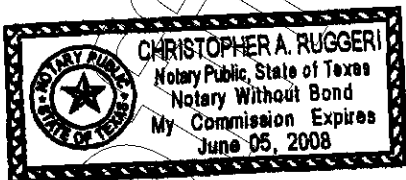
BEFORE ME, the undersigned authority, on this day personally appeared

Omer Galle,

known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 20 day of

January, 2004. 2005



Amishaker Rister

Notary Public in and for
The State of Texas

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS 2005006010

Nancy E. Rister

01/25/2005 11:05 AM

CARRILLO \$16.00

NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

② PLC A#N: Sandra
ROB 449
Re team, TV 78605

Attachment F

Wilco – U-80A – Joint Use Agreement

Utility Joint Use Agreement 80A

Agreement No. _____

THE STATE OF TEXAS}
COUNTY OF WILLIAMSON}

County: Williamson
Road Location: CR 258
Limits: US 183 TO
Sunset Ridge

WHEREAS, Williamson County, hereinafter called the **County**, proposes to make certain roadway improvements on that section of the above indicated roadway; and

WHEREAS, Pedernales Electric Cooperative, hereinafter called the **Owner**, proposes to relocate certain of its facilities on, along or across, and within or over such limits of the roadway right of way as indicated on the plans attached, executed by **Owner** on the 25th day of April, 2022, or on location sketches attached hereto except as provided below;

NOW, THEREFORE, it is hereby mutually agreed that joint use for both roadway and utility purposes will be made of the area within the right of way limits as such area is defined and to the extent indicated on the aforementioned plans or sketches. Where **Owner** by reason of ownership within the area described above of an easement or fee title has the right to alter, modify or add to facilities presently located within the area described or construct additional facilities therein, such right is hereby retained, provided, however, if existing facilities are to be altered or modified or new facilities constructed within said area the **Owner** agrees to notify the **County** prior thereto, to furnish necessary sketches showing location, type of construction and methods to be used for protection of traffic, and if, in the sole opinion of the **County**, such alteration, modification or new construction will injure the roadway or endanger the traveling public using said roadway, the **County** shall have the right, after receipt of such notice, to prescribe such regulations and rules for the work proposed by **Owner** as the **County** deems necessary for the protection of the roadway facility and the traveling public using said roadway; provided further, however, that such regulations and rules shall not extend to the requiring of the placement of intended overhead lines underground or the routing of any lines outside of the area of joint usage above described.

In the event of an emergency, it being evident that immediate action is necessary for protection of the public health and safety and to minimize property damage and loss of investment, either party hereto may at their own responsibility and risk make necessary emergency repairs, notifying the other party hereto of this action as soon as is practical.

Participation in actual costs incurred by the **Owner** for any future adjustment, removal or relocation of utility facilities required by roadway construction shall be in accordance with this Agreement and the laws of the State of Texas. Except as expressly provided herein, (1) the **Owner's** rights of access to the through-traffic roadways and/or ramps shall be subject to the same rules and regulations as apply to the general public, and (2) the **Owner** and the **County**, by execution of this agreement, do not waive or relinquish any right which they may have under the law or Constitution of this State.

In the event the **Owner** fails to comply with the requirements as set out herein, the **County** may take such action, as it deems appropriate to compel compliance.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures.

Owner:

Pedernales Electric Cooperative

Utility Name

By

Dirk Field

Authorized Signature

Dirk Field

Print or Type Name

Title:

Electrical Planning + Design
Manager

Date:

4-19-22

Williamson County:

By

Authorized Signature

Print or Type Name

Title:

Date:

SIGN