# FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY, TEXAS, AND BRUSHY CREEK MUNICIPAL UTILITY DISTRICT REGARDING THE SAM BASS PROJECT

STATE OF TEXAS \$
\$ KNOW ALL BY THESE PRESENTS
COUNTY OF WILLIAMSON \$

THIS FIRST AMENDMENT ("First Amendment") is to that one certain Interlocal Agreement between Williamson County, Texas (the "County") and Brushy Creek Municipal Utility District, a conservation and reclamation district of the State of Texas (the "District") executed August 16, 2022 ("Agreement"), and is made and entered into as of the last date of execution below by and between the County and the District (the "Parties").

#### RECITALS

**WHEREAS**, the County is in the process of improving Sam Bass Road in Williamson County, Texas;

**WHEREAS**, the County's proposed roadway improvements necessitated the conveyance of property from the District to the County, the relocation of certain existing waterline improvements, a water fountain, and a subdivision entry sign owned and operated by the District;

**WHEREAS**, in the Agreement, the County agreed to cause the relocation of the Brushy Creek North Subdivision entry sign (and to replace the sign if it was destroyed for any reason in connection with the Project) and to reimburse the District for the costs of designing, constructing and relocating the New Fountain;

**WHEREAS**, the existing Brushy Creek North Subdivision entry sign was demolished as part of Roadway Improvements necessitating the replacement of the sign;

**WHEREAS**, rather than the County replacing the Brushy Creek North Subdivision entry sign, the Parties desire for the District to acquire and install a new sign, and for the County to reimburse the District for the costs and expenses it incurs in connection therewith ("Subdivision Sign Replacement Costs");

**WHEREAS**, rather than the County reimbursing the District for the additional costs of engineering beyond what has been paid to date and constructing the New Fountain, the Parties desire for the County to provide payment to the District in the fixed amount of \$701,600 (the "Fountain Compensation Payment");

WHEREAS, the County and the District desire to amend the Agreement to provide for the up-front payment by the County to the District of the Fountain Compensation Payment, to provide for the District to purchase and install the new Brushy Creek North Subdivision sign, and to

provide for the reimbursement by the County to the District of all Subdivision Sign Replacement Costs funded by the District;

**NOW, THEREFORE,** in consideration of the foregoing premises and the mutual promises and undertakings set forth below, the sufficiency of which are hereby acknowledged, the County and the District agree as follows:

# ARTICLE ONE DEFINITIONS

1.01 Unless the context clearly requires otherwise, capitalized terms used in this First Amendment shall have the meaning as set forth in the Agreement.

## ARTICLE TWO AGREEMENT AMENDMENTS

- 2.01 Section 6.05(b) of the Agreement is hereby deleted.
- 2.02 The Parties hereby agree that in lieu of the County causing relocation or replacement of the existing Brushy Creek North Subdivision sign pursuant to Section 6.05(c) of the Agreement, the District shall purchase and install a new sign to replace the Brushy Creek North Subdivision sign that was previously located at the northeast corner of Sam Bass Road and Great Oaks Drive and that was destroyed in connection with the Project. The District shall cause the replacement sign to be relocated to the area identified in Exhibit "B" of this First Amendment. The Parties agree that the replacement sign will be similar to the sign illustrated and dimensioned in Exhibit "A" of this First Amendment. The County shall reimburse the District for all Subdivision Sign Replacement Costs, which shall include the costs and expenses incurred by the District in connection with the purchase and installation of the replacement signage, up to but not exceeding an amount of FORTY-FOUR THOUSAND and No/100 Dollars (\$44,000.00). Any amounts due to the District that are not paid by the County within 30 days of receipt of a written invoice for payment will accrue interest as allowed and otherwise required pursuant to the provisions of the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code until paid.
- 2.03 The Parties hereby agree that in lieu of the District funding and constructing the construction of the New Fountain and for reimbursement by the County of all cost and expenses incurred by the District in connection therewith pursuant to Section 8.01 of the Agreement, the County shall provide payment to the District in the amount of SEVEN HUNDRED ONE THOUSAND SIX HUNDRED AND 00/100 DOLLARS (\$701,600) as the Fountain Compensation Payment. Payment shall be made within thirty (30) days after the Effective Date of this Agreement. After payment, the County shall have no responsibility for any future costs or expenses incurred by the District related to the New Fountain. The District shall have no obligation to construct the New Fountain by any date certain, and may elect in its sole and absolute discretion to utilize the Fountain Compensation Payment for any other purpose authorized by law.

# ARTICLE THREE MISCELLANEOUS

- 3.01 To the extent necessary to effect the terms and provisions of this First Amendment, the Agreement is hereby amended and modified. In all other respects, the aforesaid Agreement is hereby ratified and confirmed.
- 3.02 This First Amendment may be executed in counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto acting under the authority of their respective governing bodies have caused this First Amendment to be duly executed as of the day and year first above written.

(Signatures on the following pages)

#### BRUSHY CREEK MUNICIPAL UTILITY DISTRICT

By: Klinataulit
Name: Kim Fialiatrault
Its: Board V. President
Date: 11.14.24
8
WILLIAMSON COUNTY, TEXAS
By:Bill Gravell, Jr., County Judge
Date:
Attest:
By:

Nancy Rister, County Clerk

#### GENERAL CONSTRUCTION NOTES

- 1. These drawings and documents are submitted to the Owner of the project for review and approval prior to any release for bidding or construction. Contractors shall receive all bid information, instructions, bid forms, general terms and conditions, and all other required clarification from the Owner's Authorized Representative administering this project. Unless otherwise indicated, the Owner's Representative for this project shall be a specifically designated Landscape Architect from SEC Planning. The contractor will also be required to coordinate and correspond with the Landscape Architect from SEC Planning and key consultants for the Owner.
- 2. These drawings supplement other contractual information which includes Bid Instructions and Project Specifications. Anything mentioned in the Project Specifications and not in the drawings, or vice-versa, shall be of like effect as if shown on or mentioned in both. In case of a discrepancy between Drawings or Project Specifications, the matter shall be immediately submitted to the Owners Representative; without his decision said discrepancy shall not be adjusted by the Contractor, save only at his own risk and expense. The contractor shall not take advantage of any apparent error or omission on the Drawings or in the Specifications. In the event the Contractor discovers such error or omission, they shall immediately notify the Owner's Representative. The Owner's Representative will then make such clarification and interpretations as may be deemed necessary for the Contractor to fulfill the intent of the Contract.
- 3. The intent of these drawings, details and associated specifications is for the Contractor to provide the Owner with a complete, accurate, functionally and technically sound project as generally described in these documents. In most cases, unless explicitly noted otherwise, drawing symbols are used to represent complete-in-place systems to be provided as part of the base bid. All elements shown or implied by the drawings, if not specifically detailed or specified, shall be installed per building codes, manufacturer's recommendations, state highway department standards, city standards and specifications and standard industry
- 4. All plan quantities provided are approximate only. The Contractor is responsible for their own plan take-off's and accuracy of their bid based on actual site conditions. The contractor shall not take advantage of any apparent error or omission on the Drawings or in the Specifications. In the event the Contractor discovers such error or omission, they shall immediately notify the Owner's Representative. The Owner's Representative will then make such clarification and interpretations as may be deemed necessary for the Contractor to fulfill the intent of the Contract.
- 5. All work within this project shall conform to current local codes, ordinances, as well as all other applicable governing regulations in effect.
- 6. All range points, ties, benchmarks or other survey control points which may be encountered during construction, must be preserved or modified/recorded by a registered surveyor at the Contractor's expense. Immediately upon discovery, the Contractor shall notify the Owner's Representative of any survey control points found and obtain direction prior to proceeding with construction.
- 7. The Contractor shall coordinate and obtain all permits which are necessary to perform the proposed work. Owner is to pay for all construction permits unless otherwise indicated in the Contract Documents. Contractor shall obtain, at his expense, all specialty permits needed for specific items included with the work, unless otherwise indicated in the Contract Documents. Should the Contractor commence work, prior to obtaining the required permits or jurisdictional approvals, the Contractor shall be responsible corrections, modifications, replacement or removal of the non-permitted work.
- 8. It is the Contractor's responsibility to be aware of and comply with all notifications and inspection requirements of the Jurisdiction.
- 9. Unless specifically noted otherwise in the Contract Documents, the Contractor shall obtain and coordinate all technical tests and reports by a certified independent laboratory or agency as outlined in the Specifications or these Drawings. The Owner may, at the Owner's sole discretion, provide separate testing and/or inspection service and the Contractor is required to fully coordinate with those consultants/contractors. Owner is to pay for all soils and materials testing.
- 10. An Existing Condition Survey may have been provided to the Owner by registered surveyors under separate contracts for the basis of design. It is not to be considered as part of these Contract Documents. If provided, these survey plans may have been reformatted and included in these documents. The Contractor is required to visit the site to verify information. Without exception, any deviations or omissions found between these plans and existing site conditions shall immediately be brought to the attention of the Owner's Representative, but will not be considered as basis for additional payment except as allowed in change order process per General Conditions and Supplementary Conditions under the "Owner-Contractor Agreements/Contracts. For official survey information, Contractor may wish to contact the Owner, or Owner's surveyor at the Contractors expense.
- 11. Existing utility information and utility information for proposed work by others that is shown in these documents is approximate and for general information only. It is not intended to depict exact locations of all utilities. The Contractor shall notify all utility companies to stake and field verify the locations including depths of all utilities (existing, proposed by others, or currently under construction), prior to commencing any related operations. Contractor shall maintain utility locations/structures during all remaining phases of work. The Contractor shall report to the Owner's Representative any utilities that may conflict with proposed work. This Contractor shall explore, understand, and coordinate (with subcontractors and others) all utilities impacts prior to submitting bid and shall be responsible for any modifications or damages to utility lines, structures or injuries therefrom. For existing utility information contact Texas 811. A minimum notice of 3 business days in advance of locational needs is required.
- 12. These drawings do not specify safety materials, staffing, equipment, methods or sequencing to protect persons and property. It shall be the Contractor's sole responsibility to direct and implement safety operations, staffing, procedures to protect the Owner and his representatives, new improvements, property, other contractors, the public and others.
- 13. The Contractor shall meet periodically with the Owner's Representative to determine marshalling areas, on-site storage, and contractor staff parking and to coordinate security issues, construction sequencing/phasing, scheduling, and maintaining public, emergency, handicapped or operations access before starting the related work. The Contractor shall meet any "Construction Criteria" or requirements shown on any Contract Documents, phasing plans or any imposed plan by the Owner as a part of the Base Bid.
- 14. Some work in this Contract may occur concurrent with work by others. Phasing, sequencing and coordination, with work by others, and on-going facility operations in and around the site area, is a part of the scope of work for this project. Notice to proceed with work in any general area shall be obtained from the Owner.
- 15. The Contractor will be required to complete all the work of this project according to these proposed drawings or subsequent clarification. A strict period of performance, including dates of substantial completion (for all and/or portions) and liquidation damages may be an integral element of the Contract.
- 16. Any site improvements requiring removal under this contract shall be properly and legally disposed off-site or, at the Owner's option, surrendered/stockpiled in an approved on-site location per the direction of the Owner or Owner's Representative.
- 17. The Contractor is required to maintain a complete and "up-to-date" set of all Contract Documents, including clarifications, change orders, etc., in good condition, at the construction site at all times. This set of documents will be made immediately available for review by the Owner's Representative and/or authorized Consultants upon request. Complete "As-Built" drawings and document submittals are also a requirement of this contract.
- 18. Maintenance, warranties and performance guarantees may be a requirement of this contract see specifications.
- 19. Notes and details on specific drawings shall take precedence over general notes and typical details. The Contractor shall refer to all other Division Notes, Sheets Notes, Drawings and Project Contract Documents for additional information.
- 20. Contractor shall refer to other related drawings for all other related improvements that will impact this project and require coordination. Drawings may be made

## TREE PROTECTION NOTE

1. All existing trees shall be protected from construction activities within construction zone. During which time, the use of a silt or chain link fence is required around each singular or group of protected trees. Parking of construction vehicles, equipment, and stockpiles within tree root zones is strictly prohibited. Contractor shall be responsible for any damage incurred to existing trees, including replacement, fees, fines or reimbursement to owner for said damages and, or to the City or Jurisdiction with governing authority per the Tree Ordinance.

## OAK WILT PREVENTION NOTE

1. If Oak Wilt is found on site within work zone, owner must be notified and the following procedures must be followed in accordance with USDA standards, (http://www.na.fs.fed.us) including disinfecting construction removal devices, tree removal and treatment to prevent development of spore mats. These treatments include debarking, chipping and drying the wood, covering dead wood with plastic, burying the edges for six months and air drying for a similar amount of time to kill fungus and associated insects off site at state designated facility.

#### HARDSCAPE LAYOUT AND INSTALLATION

- 1. All work shown shall be field staked and subject to field verification, review and approval by the Owner or Owner's Representative prior to any constructions or demolition. Field staking of all proposed work and adjacent construction (even if future work by others) may be required by the Owner's Representative prior to approval of all improvements and adequate stakes shall be provided by Contractor's surveyor.
- 2. To expedite, the layout of the site layout coordinates and/or grids may have been established in the Drawings. These points shall be field staked by the Contractor's surveyor as a part of this contract. The establishment of these points shall be approved by the Owner's Representative prior to any construction in those areas and will assist the Contractor in the layout of all site improvements as shown on drawing or otherwise.
- 3. The construction tolerances for this project are minimal and the dimensions shown are to be strictly adhered to.
- 4. Computed dimensions shall take precedence over scaled dimensions. Large scale drawings shall take precedence over small scale drawings. Dimensions shown with (+/-) shall be the only layout information allowed to vary, and may only vary to the tolerances given.
- 5. The Contractor is responsible to provide complete-in-place systems, and a complete project. Any intermittent or periodic approvals received for portions of work, stakes, grades, or forms (by the Owner or Owner's Representative, Architects, Engineers, or others) shall not waive the Contractor's requirements to comply with the intent of any and all portions of this contract.
- 6. All locations for walks, roads, swales, walls, curbs, structures etc. shall be staked by the Contractor. All layout information is based on ground coordinates and the Contractor shall meet with the owner's surveyors and engineers to clarify all datum, benchmark and control point requirements. Specific layout information will be provided to the Contractor by the Owner's Representative in AutoCAD (.dwg) format when requested.
- 7. It is the intent and requirement of this contract to provide curvilinear walks, walls and curbs with smooth transitions and arcs (both horizontal and vertical). Straight segments and abrupt transitions will not be accepted unless shown as such on the plans. Wood curving forms may be required to obtain the proper effects.
- 8. Hardscape improvements that are to be constructed per the drawings, shall be coordinated on site with the Owner's Representative, and be field staked or painted for approval of layout by the Owner's Representative prior to installation. Notify the Owner's Representative a minimum of 24 hours in advance for review. Improvements installed without field approval by Owner's Representative may be rejected and will be replaced at Contractors expense. At the time of staking, the Contractor shall confirm the quantity of the improvements match the approved contract. In the event the Contractor discovers such a discrepancy, he shall immediately notify the Owner's Representative for direction on how to proceed, prior to commencing work.
- 9. All lot fencing or lot screen walls shall be placed on the property line or property boundary. Contractor shall confirm final location by field staking, to be reviewed by the Owner or Owner's Representative prior to construction.
- 10. Rock gravel, rock mulch, synthetic mulch should be installed over weed barrier fabric. Weed barrier fabric should overlap edges a minimum of 6".

#### **GRADING NOTES**

- 1. The Contractor shall obtain and review the Summary Report and Recommendations prepared by the geotechnical engineers and fully understand the existing soil conditions encountered prior to submitting bid. The Contractor shall comply with all recommendations made by the geotechnical engineers, civil engineers, structural engineers and Owner's Representative, as designated in the soil report, on these drawings, specified, or as directed during field observations and inspections.
- 2. All earthwork operations will be subject to full inspection and regular testing by a qualified soils and materials engineer and this Contractor shall be responsible to coordinate scheduling, notification and procuring test results and documentation as required. The Contractor shall notify the Owner's Representative of any subsoil conditions encountered, which vary from those found during previous soil investigations and/or that may not have been known during design. Any failed tests which must be retested will be a Contractor's expense.
- 3. All earthwork operations shall be conducted in strict compliance with the project specifications including but not limited to:
- a. Full locating, investigating and protection of ALL existing utilities to remain.
- b. Removal of any organic materials or debris.
- c. Stripping and stockpiling of all topsoil in approved location(s).d. Removal of all unstable fill materials encountered.
- e. Scarification and re-compaction to the minimum depth as specified and/or directed within all areas to receive fill, pavements or structures.
- f. All classifications of "excavation" as required to meet proposed lines, grades, typical cross sections and improvement elevations.
- g. Placement, shaping, and structural compaction of all classifications of "fill" or "embankment" as required to meet proposed lines, grades, typical cross sections and improvement elevations.
- h. Providing dewatering, optimum moisture control, climate protection, dust control, erosion control and all other specified treatments.

  i. Replacement of topsoil after grading changes have been accomplished.
- 4. See, and comply with, all specifications for depth of moisture density treatments, controls and compaction requirements.
- 5. These grading plans are intended to show vertical control of the site and are based upon the benchmarks, existing elevations and topography as provided by the Owner's surveyor. However, the Contractor, upon submittal of bid, agrees to accept the site grades and make all adjustments required to accomplish the work as proposed. Additionally proposed design elevations for adjacent construction projects may have to be incorporated if necessary. (Construction drawings for work by others, if applicable, are available upon request). Staking of future adjacent improvements, by this contract phase or by others, may be required if directed by the Owner's Representative to ensure proper coordination and requested staking is to be provided as part of this Base Bid.
- 6. This Contractor shall verify all existing grades to remain and all adjacent new construction grades for compliance with those shown, prior to bid and construction. All deviations or conflicts with proposed work shall be reported immediately (with follow-up written) notice within 24 hours to the Owner's Representative for direction to proceed, but will not be considered as basis for additional payment except as allowed in change order process per General Conditions and Supplementary Conditions under the existing "Owner-Contractor Agreements/Contracts".
- 7. The plans may call for specific temporary benchmarks to be transferred to the site by a certified surveyor and accurately established on site as a part of this contract. Contractor shall verify all benchmarks and information used in design and compare to existing conditions.
- 8. It is this Contractor's responsibility to provide proper positive drainage throughout this contract area. Field conditions shall be verified in conjunction with the proposed elevations to ensure that adequate drainage is provided. Report deviations or conflicts to Owner's Representative. Unless otherwise indicated, minimum slope for paved surfaces shall be 1% and minimum slope for non-paved areas shall be 2%. Slope away from all structures shall be 3% minimum, for a distance of 5' minimum. Maximum ground slopes to be 4' horizontal to 1' vertical, unless otherwise approved in advance.
- 9. All design elevations shown are "finished grades" unless otherwise indicated. Contractors shall refer to drawings, details and specifications regarding depth of sub-grade materials required to construct project improvements.
- 10. All topsoil and/or drainage way muck excavation shall be saved and stockpiled in approved locations for future use.

## LIGHTIN

- 1. Landscape lighting system is to be installed by a licensed electrician with documented experience in installing lighting systems of similar scope within the last two years. The Contractor is to supply a complete lighting system including all associated equipment such as conduit, weather proof and/or water proof junction boxes, ballasts, connectors, harnesses, time clocks, photocells, etc.
- 2. The Contractor shall review proposed layout of lighting system and all related equipment locations with the Owner or Owner's Representative prior to commencing installation
- 3. After installation the Contractor will be required to adjust light fixtures until the Owner's Representative is satisfied with the desired effect. This will require the Contractor and/or the Contractor's electrician to meet with the Owner and Owner's Representative after sunset. This adjustment is to be included in the base Bid amount.
- 4. The Contractor shall provide a two year warranty on all equipment including lamps, ballasts and installation.
- 5. Independent ballasts, if required, shall be "ganged" in an inconspicuous, accessible location in a horizontal, weatherproof box or tray near ground level. Mounting of ballast in trees will not be allowed without written authorization from the Owner's Representative.
- 6. All exposed boxes, trays, conduit, etc. shall be painted by the contractor to blend in with surrounding landscape elements.
- 7. All equipment shall be U.L. listed and installation shall comply with N.E.C. and all other applicable codes.
- 8. All lights are to be controlled by a photocell on and timer off system unless specified otherwise on the drawings.
- 9. All wire run underground must be in rigid conduit.
- 10. Plan layout of underground wiring to minimize disturbance to the roots of existing trees. If underground wiring must pass through the critical root zone of protected trees, trenching and related work must be preformed by hand. No mechanical trenching is permitted within the Critical Root Zone.
- 11. Tree lighting (if applicable):
- a) Install Karlock (or equal) flexible conduit from base of tree to a minimum eight foot height above ground. At the end of the conduit install a waterproof hub (for single cable) or W-P bell box for multiple cables. Paint conduit and box to match tree trunk. Use SJTO electrical cord from conduit to light fixture. Attach cord to tree using long galvanized cord staples or other approved method. Provide a 36" loop of extra cord at the light fixture to allow for light adjustment and tree growth.
- b) Attach light fixtures to trees utilizing galvanized mounting plates drilled for hub connection with a minimum of two mounting screws. Mounting screws are to be ¼-20 threads x 5" length (one end wood screw threads and the other end bolt threads). Install at least two inches of thread into tree and install with at least two inches between tree and mounting plate.
- two inches between tree and mounting plate.
  c) All tree downlights are to be mounted in the top third of the tree canopy.
- d) All fixtures are to be located, adjusted as needed and shielded to prevent glare, light trespass on to adjacent properties or Rights-of-way.



LANDSCAPE ARCHITECTURE LAND PLANNING

4201 W. Parmer Lane Bldg A Suite 220 Austin, TX 78727 T 512.246.7003

www.secplanning.com
info@secplanning.com

BRUSHY CREEK
MUNICIPAL UTILITY
DISTRICT
16318 GREAT OAKS DRIVE
ROUND ROCK, TEXAS 78681



C NORTH LANS ID ROCK, TX 78681

LANDSCAPE IMPROVEMENT PL
BRUSHY CREEK NORTH
8600 O'CONNOR DR, ROUND ROCK, TX 7

Draw	ing File Name	
	044-BCMUD\Cadfiles\L etails\LN-1 Sign.dwg	A\Brushy Creek Nortl
Issue	d: ENT REVIEW	04/15/202
		04/15/20
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Revis	sions:	
1		
2		
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э	Issue Date: 04	4/15/2024

Drawn By: CM Reviewed By: CM, BD

230044-BCMUD

CONSTRUCTION NOTES

Sheet No.
LN-1

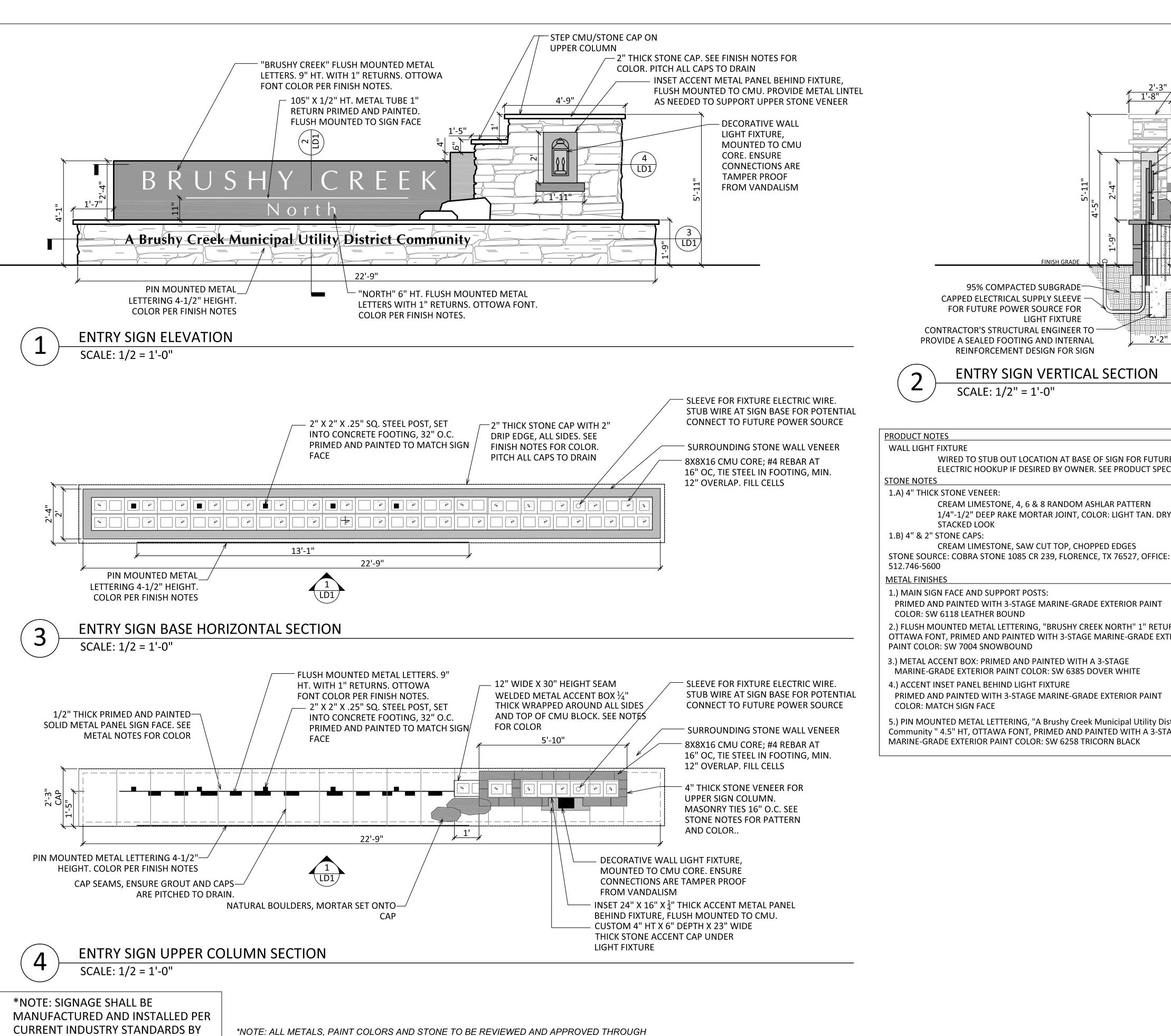
EXAS LAW REQUIRES 48 HOURS OF NOTICE PRIOR TO DIGGING, EXCLUDING WEEKENDS ANI IOLIDAYS. ALL BEFORE YOU DIG, WAIT THE REQUIRED AMOUNT OF TIME, RESPECT THE MARKS, AND DIG WITH CARE! THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE HOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT

OCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. THE CONTRACTOR

AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MAY OCCUR BY A FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

The reproduction, copying or other use of this drawing withou the written consent of SEC Planning, LLC is prohibited.

Order 24-1114-14



SIGNED SUBMITTALS BY OWNER'S REPRESENTATIVE PRIOR TO ORDERING. FAILURE TO DO SO

DURING OR AFTER INSTALLATION ON SITE. 4'X4' MOCK-UPS OF STONE AND LETTERING SHALL

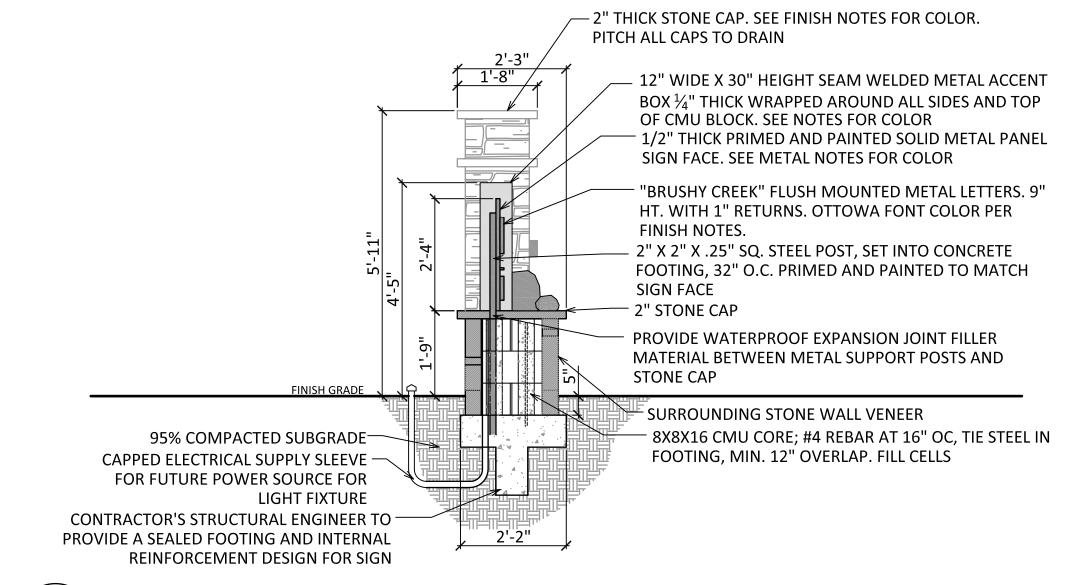
COULD RESULT IN CONTRACTOR BEING LIABLE FOR CHANGING FINISHES AND/OR STONE

ALSO BE PROVIDED ON SITE, IN A SEPARATE LOCATION FROM THE FINAL MONUMENT.

COMMERCIAL SIGN MANUFACTURER

WITH MINIMUM OF 5 YEARS

DOCUMENTED EXPERIENCE.



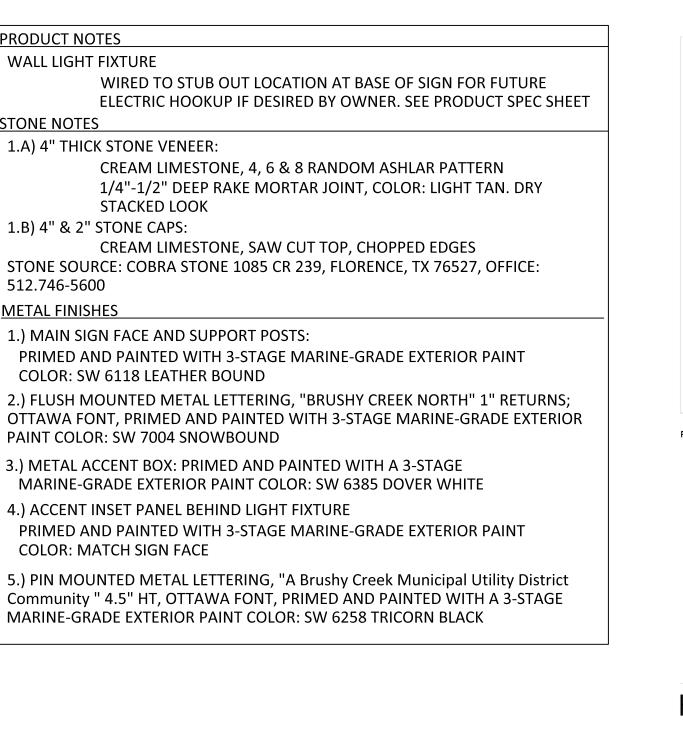
## **ENTRY SIGN VERTICAL SECTION**

CREAM LIMESTONE, 4, 6 & 8 RANDOM ASHLAR PATTERN

CREAM LIMESTONE, SAW CUT TOP, CHOPPED EDGES

SCALE: 1/2" = 1'-0"

STACKED LOOK





and CEC. Meets United States UL Underwriters Laboratories & CSA Canadian Standards Association Product Safety Standards

coordinating composition, enduring architecture, and time-honored

craftsmanship, designed to meet the needs of expansive properties with

extended outdoor living spaces. From the entrance of your driveway to

the depths of your backyard, these collections provide cohesive design

• The Heritage Collection encompasses premium outdoor fixtures that pay

tribute to the nostalgia of America's past while reinforcing Hinkley's

Classic lines and heritage details complement traditional architecture

Our Estate Collections boast a breadth of fixtures defined by

for stately exteriors.

2-year finish warranty

• Suitable for use in wet (outdoor direct rain) locations as defined by NEC

**ANCHORAGE** 

MEDIUM WALL MOUNT LANTERN

a vintage style with classic charisma.

Anchorage is an early American lantern design crafted of solid aluminum to reflect a bold yet refined

silhouette. The Light Oiled Bronze finish and clea glass complement the long clean lines, elegant arched carriage handle and sturdy knobs, resulting in

HINKLEY



**SEC Planning, LLC** 

LANDSCAPE ARCHITECTURE LAND PLANNING

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**BRUSHY CREEK** 

MUNICIPAL UTILITY

DISTRICT

16318 GREAT OAKS DRIVE ROUND ROCK, TEXAS 78681

Drawing File Name K:\230044-BCMUD\Cadfiles\LA\Brushy Creek North Sign\Details\LD-1 Sign.dwg Issued: CLIENT REVIEW 04/15/2024 Revisions: Issue Date: <u>04/15/2024</u>

AND

Drawn By: CM Reviewed By: CM, BD

230044-BCMUD

CONSTRUCTION DETAILS

Sheet No. \_\_\_\_ of \_\_\_

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AS LAW REQUIRES 48 HOURS OF NOTICE PRIOR TO DIGGING, EXCLUDING WEEKENDS AND IOLIDAYS ALL REFORE YOU DIG WAIT THE REQUIRED AMOUNT OF TIME RESPECT THE ARKS, AND DIG WITH CARE! THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE HOWN IN AN APPROXIMATE WAY ONLY THE CONTRACTOR SHALL DETERMINE THE EXACT OCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. THE CONTRACTOR REES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MAY OCCUR BY A AILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

## **EXHIBIT "B"**



ORDER N	NO.	24-1114-14	-
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# ORDER APPROVING FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY, TEXAS, AND BRUSHY CREEK MUNICIPAL UTILITY DISTRICT REGARDING THE SAM BASS PROJECT

WHEREAS, Brushy Creek Municipal Utility District (the "<u>District</u>") is a municipal utility district created and operating under the authority of Chapters 49 and 54 of the Texas Water Code, as amended; and

WHEREAS, Section 49.213(b) of the Texas Water Code authorizes a district to enter into contracts with any person or any public or private entity in the performance of any purpose or function permitted by a district; and

WHEREAS, Williamson County, Texas and Brushy Creek Municipal Utility District entered into the Interlocal Agreement Between Williamson County, Texas, And Brushy Creek Municipal Utility District Regarding the Sam Bass Project, which was fully executed August 16, 2022; and

WHEREAS, the Board of Directors of the District now desires for the District to enter into the The First Amendment of the Interlocal Agreement Between Williamson County, Texas, And Brushy Creek Municipal Utility District Regarding the Sam Bass Project; and

NOW, THEREFORE, BE IT ORDERED BY THE BOARD OF DIRECTORS OF BRUSHY CREEK MUNICIPAL UTILITY DISTRICT, THAT:

<u>SECTION 1</u>. The facts and recitations in the preamble of this Order are hereby found and declared to be true and correct, and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim.

SECTION 2. The Board of Directors hereby approves the contract attached hereto, and further authorizes the execution thereof by the President, Vice-President or General Manager of the District.

<u>SECTION 3</u>. Upon adoption, a copy of this Order shall be retained in the District's records and retained in accordance with the District's record retention policies.

RESOLVED this	14day of November	2024	
TEDOOD TED MINE	11000		

BRUSHY CREEK MUNICIPAL UTILITY DISTRICT

By: Fluentout

ATTEST:

Secretary