AGENDA

TO: THE BOARD OF DIRECTORS OF WILLIAMSON-LIBERTY HILL MUNICIPAL UTILITY DISTRICT, WILLIAMSON COUNTY, TEXAS, AND TO ALL OTHER INTERESTED PERSONS:

Notice is hereby given that the Board of Directors of Williamson-Liberty Hill Municipal Utility District will hold a regular meeting on Monday, April 5, 2021 at 12:00 p.m.

**In accordance with the Governor's emergency proclamation suspending certain provisions of the Texas Open Meetings Act effective March 16, 2020 in response to the COVID-19 virus, the meeting will be conducted remotely. All persons, including members of the public, may participate in the meeting remotely by using the instructions below.**

**Weblink Instructions:**

Members of the public may join the meeting through the following web link:
https://global.gotomeeting.com/join/932080229

**Telephonic Instructions:**

Members of the public may join the meeting telephonically by dialing the following telephone number: +1 (646) 749-3122

**When your call is answered and when prompted, enter in the following Meeting ID below followed by the pound sign (#):** 932-080-229

**Public Comment:**

Public comment will be allowed during the Public Comment agenda item.

**Meeting Packet:**

A copy of the meeting packet is available at the following website: https://txdistrictinfo.org

**Meeting Topics**:

The meeting will be held for the following purposes:

1. Receive Public Comment.

2. Consider and take action regarding approval of the minutes from the February 22, 2021 meeting of the Board of Directors.

3. Consider and take action regarding Engineer's Report:
    i. Plans and Specifications Approvals
    ii. Construction Bid Awards

iii. Construction Pay Estimates
iv. Construction Change Orders
v. Construction Completion Approvals and Acceptances
vi. Approve Contracts
vii. Other Engineering Matters

4. Receive Developer Report Relating to Status of Development, Construction and Sales Activities within the District.

5. Consider and take action regarding repairs to trails around the District's Water Quality Pond.

6. Consider and take action regarding renewal of District Insurance Policy.

7. Consider and take action regarding Bookkeepers Report and Payment of Bills and Invoices.

Anthony S. Corbett
Attorney for the District

The Board of Directors may go into Executive Session if necessary, pursuant to the applicable section of Subchapter D, Chapter 551, Texas Government Code, of the Texas Open Meetings Act, on any of the above matters. No final action, decision or vote will be taken on any subject or matter in Executive Session.

The District is committed to compliance with the Americans with Disabilities Act. Reasonable modifications and equal access to communications will be provided upon request. Please call 512-328-2008 for further information.

MINUTES OF SPECIAL MEETING OF
THE BOARD OF DIRECTORS OF
WILLIAMSON-LIBERTY HILL MUNICIPAL UTILITY DISTRICT
Monday, February 22, 2021

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

The Board of Directors of Williamson-Liberty Hill Municipal Utility District (the "District") held a special meeting, open to the public, commencing at 12:00 p.m. on Monday, February 22, 2021. Notices of the time, place and the subject of the meeting, and the actions to be taken at the meeting, were posted at the places and for the time required by the laws of the State of Texas. In accordance with the Governor's emergency proclamation suspending certain provisions of the Texas Open Meetings Act effective March 16, 2020 in response to the COVID-19 pandemic, the meeting was conducted remotely. All persons participated in the meeting remotely by telephone or weblink in accordance with the instructions set forth on the meeting agenda.

At 12:00 p.m., the roll was called of the directors of the Board, to-wit:

| | |
|---|---|
| Morris Green | President |
| Matthew Smith | Vice President |
| Britt Fisher | Secretary |
| Scott Shepard | Assistant Secretary |
| Kyle Spencer | Director |

and all persons were present, thus constituting a quorum.

Also present were Tyler Wilson of Municipal Accounts & Consulting, L.P.; David Gray of Gray Engineering; Matt Matthews and Tiffany Magnavice from Freehold Communities; Lauren Smith from Public Finance, Inc.; Ashlee Martin from McCall Gibson Swedlund Barfoot PLLC; and Anthony S. Corbett of McLean & Howard, L.L.P.

1. There were no public comments.

2. The Board considered approval of the minutes from the February 2, 2021 Board meeting. After discussion, Director Smith made a motion to approve the minutes from the February 2, 2021 meeting as presented. Director Green seconded the motion, which the Board passed unanimously (5-0).

3. The Board then received the Engineer's Report regarding the pending engineering and construction activities. Mr. Gray recommended the Board approve the following:

Highland Meadows Phase 4B Subdivision Improvements

Pay Request No. 1
$6,985.85

Director Spencer made a motion to approve the above-referenced Pay Request. Director Green seconded the motion, which the Board passed unanimously (5-0). A copy of the written Engineer's Report is attached to these minutes.

4. Next, the Board considered matters relating to the sale and issuance of the District's $3,295,000 Unlimited Tax Bonds, Series 2021 (the "Bonds"). Ms. Martin presented the Agreed Upon Procedures Report identifying the disbursement of proceeds of the Bonds including developer interest. After discussion, Director Spencer made a motion to approve the Agreed Upon Procedures Report as presented. Director Green seconded the motion, which the Board passed unanimously (5-0). A copy of the Agreed Upon Procedures Report is attached as an exhibit to these minutes.

5. Mr. Corbett then presented a Receipt and Conveyance of Capacity and Service Rights that provides for conveyance of capacity and service rights by the Developer in return for payment of bond proceeds. After discussion, Director Spencer made a motion to approve the Receipt and Conveyance of Capacity and Service Rights. Director Smith seconded the motion, which the Board passed unanimously (5-0). A copy of the instrument is attached as an exhibit to these minutes.

6. Director Spencer then made a motion to approve payment of proceeds of the Bonds in accordance with the Agreed Upon Procedures Report and Closing Memorandum prepared by the District's Financial Advisor. Director Green seconded the motion, which the Board passed unanimously (5-0).

7. The Board then considered an Amendment to District Information Form. Mr. Corbett explained that the Amendment updated the amount of bonds issued by the District. After discussion, Director Spencer made a motion to approve the Amendment to District Information Form. Director Green seconded the motion, which the Board passed unanimously (5-0). A copy of the Amendment is attached as an exhibit to these minutes.

8. Mr. Matthews presented the monthly developer's report regarding construction and sales activity within the District. No action was taken by the Board in response to the report.

9. Tyler Wilson presented the Bookkeepers Report. After discussion, Director Green moved that the Board approve the payment of bills and invoices as presented in the report. The motion was seconded by Director Spencer and passed unanimously (5-0). Copies of the approved bills and invoices and Bookkeeper's Report are attached as exhibits to these minutes.

By unanimous acclamation, the Board adjourned at approximately 12:30 p.m.

_____

Secretary, Board of Directors

(SEAL)

GRAY ENGINEERING

**O** 512.452.0371 : **F** 512.454.9933
8834 North Capital of Texas Highway, Suite 140
Austin, Texas 78759 : **www.grayengineeringinc.com**

TBPE 2946

# MEMORANDUM

**TO:** **Williamson-Liberty Hill Municipal Utility District Board of Directors**
**c/o McLean & Howard, LLP**

**FROM:** **David W. Gray, P.E.**
**Richard Grayum, P.E.**

**DATE:** **March 29, 2021**

**Re:** **Engineering Report**
**GEI 1548-9909-54**

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**General Engineering Services** *(GEI No. 1548-9909-54)*

Preparation of the engineering report and general District related oversight activities. We were contacted by the HOA and were requested to add a street name sign at the intersection of High Plains Pass and Red Buckeye Loop and replace a pole and two street name signs at Wagon Spoke and Creek Plum Ct.

**Orchard Ridge (Highland Meadows) Phase 3A Subdivision Improvements** *(GEI No. 1622-11197) (No Change)*

The Phase 3A improvements are complete. The final subdivision plat was approved by regulatory agencies and is ready to be recorded. As this phase is part of a larger overall contract that includes Phases 3A, 3B, 3C, & 3D, as well as the Pond, we have not finalized this contract. Once we do so, we will bring all the improvements for all Phases to the Board for consideration for acceptance for operation and maintenance at one time.

**Orchard Ridge (Highland Meadows) Phase 3B Subdivision Improvements** *(GEI No. 1622-11198) (No Change)*

The Phase 3B improvements are complete. The final subdivision plat was approved by regulatory agencies and is ready to be recorded. As this phase is part of a larger overall contract that includes Phases 3A, 3B, 3C, & 3D, as well as the Pond, we have not finalized this contract. Once we do so, we will bring all the improvements for all Phases to the Board for consideration for acceptance for operation and maintenance at one time.

**Orchard Ridge (Highland Meadows) Phase 3C Subdivision Improvements** *(GEI No. 1622-11199) (No Change)*

The Phase 3C improvements are complete. The final subdivision plat was approved by regulatory agencies and is ready to be recorded. As this phase is part of a larger overall contract that includes Phases 3A, 3B, 3C, & 3D, as well as the Pond, we have not finalized this contract. Once we do so, we will bring all the improvements for all Phases to the Board for consideration for acceptance for operation and maintenance at one time.

**Orchard Ridge (Highland Meadows) Phase 3D Subdivision Improvements** *(GEI No. 1622-11200) (No Change)*

The Phase 3D improvements are complete. The final subdivision plat was approved by regulatory agencies and is ready to be recorded. As this phase is part of a larger overall contract that includes Phases 3A, 3B, 3C, & 3D, as well as the Pond, we have not finalized this contract. Once we do so, we will bring all the improvements for all Phases to the Board for consideration for acceptance for operation and maintenance at one time.

**Orchard Ridge (Highland Meadows) Phase 3 Detention Pond** *(GEI No. 1622-11201) (No Change)*

The PEC power line and utility pole were removed. The contractor, who is also the Contractor for Phases 4A and 4B has substantially completed this work and are addressing the working condition of the clay liner.

**Orchard Ridge (Highland Meadows) Phase 4A Subdivision Improvements** *(GEI No. 1622-11221)*

Subdivision improvements plans and the final plat for this phase are approved and construction is underway. This section is located outside the boundaries of the District and is not subject to reimbursement. This Project should be completed around May 1st.

**Orchard Ridge (Highland Meadows) Phase 4B Subdivision Improvements** *(GEI No. 1622-11222)*

Subdivision improvements plans for this phase are approved and the notice to proceed was issued on February 1st. This section has a small portion located outside of the District. Only facilities within the District will be subject to reimbursement and maintenance by the District. Pay Application Nos. 2 & 3 in the amounts of $309,029.07 and $188,060.96 are being submitted for District action.

We are available to attend the meeting to address any engineering-related questions or comments via teleconference.

DWG:ad

cc: Mr. Tony Corbett; McLean & Howard, LLP
Ms. Cheryl Allen; Public Finance Group, LLC
Ms. Linda Hubble; Public Finance Group, LLC
Mr. Matt Matthews; Freehold Capital Management, LLC
Ms. Tiffany Magnavice; Freehold Capital Management, LLC
Mr. Richard Grayum, P.E.; Gray Engineering, Inc.

GRAY ENGINEERING

O 512.452.0371 : F 512.454.9933
8834 North Capital of Texas Highway, Suite 140
Austin, Texas 78759 : **www.grayengineeringinc.com**

TBPE 2946

March 1, 2021

Ms. Tiffany Magnavice
F-L HM Owner, LP
8601 Ranch Road 2222
Building 1, Suite 260
Austin, TX 78730

**Re: Highland Meadows Phase 4B Subdivision Improvements**
**Pay Request No. 2**
**GEI No. 1622-11222-34**

Dear Ms. Magnavice:

Attached please find Pay Request No. 2 in the amount of $309,029.07 submitted by Liberty Civil Construction, LLC for the above referenced project. This pay request reflects project progress as of February 28, 2021. Also attached is a copy of the Gray Engineering, Inc., (GEI) Project Status Report for this project.

The completed work covered by this pay request has been reviewed on a periodic basis by representatives of GEI and found to be in general compliance with the approved plans and specifications for the project.

The enclosed copy is being forwarded to you for your approval and processing for payment to Liberty Civil Construction, LLC. Please sign and return to me for my files.

If after reviewing the enclosed documents you have any questions regarding this recommendation, please contact me.

Sincerely,

**GRAY ENGINEERING, INC.**

Richard Grayum, P.E.
Senior Project Manager

RG:LMW:ad
Attachments

cc: Board of Directors; Williamson-Liberty Hill Municipal Utility District No. 1 (w/encl.)
Mr. Tony Corbett; McLean and Howard, LLP (w/ encl.)
Mr. David Van Soest; TCEQ Region 11 CN600412043, RN101283828; Plan Review Log No. P-07202020-142 City of Georgetown PWSID# 2460001; EAPP ID No. 11002084/85; RN 105330260 (w/encl.)
Mr. Matt Matthews; Freehold Communities w/encl.)
Mr. Philip McPherson; Freehold Communities w/encl.)
Mr. Michael Ehrhardt; Liberty Civil, LLC Construction (w/encl.)
Mr. Mike Williams; Gray Engineering, Inc. (w/encl.)

# GRAY ENGINEERING, INC.

## *Project Status Report*

| | | | |
|---|---|---|---|
| Pay Estimate No: | 2 | Project Manager: | RG |
| Pay Estimate Date: | 1-Mar-21 | TCEQ Approval: | |
| Project Name: | Highland Meadows Ph. 4B Subdivision Improvements | City of Georgetown Approval: | 30-Nov-20 |
| | | Williamson County Approval: | 2-Dec-20 |
| Project Number: | 1622-11222-34 | City of Liberty Hill Approval: | 7-Dec-20 |
| Client Name: | F-L HM Owner, LP | MUD Approval: | 2-Dec-20 |
| M.U.D. | Williamson-Liberty Hill | Contract Date: | 25-Jan-21 |
| Contractor: | Liberty Civil Construction , LLC | Pre-Construction Conf. Date | 20-Jan-21 |
| Notice of Award: | NA | | |
| Notice to Proceed: | 1-Feb-21 | | |
| Contract Start Date: | 1-Feb-21 | | |
| Calendar Days: | 180 | | |

| | | | |
|---|---|---|---|
| Start: 1/31/2021 | Stop: 1/28/2021 | Start: 1/31/2021 | Stop: 2/28/2021 |
| Accum. Days Used: 28 | | Days used this period: | 28 |

| | **Total** | **MUD** | **Private** | **Change Orders** |
|---|---|---|---|---|
| Original Contract Amount: | $1,350,517.78 | $1,063,542.57 | $286,975.01 | |
| Adjusted By: | $0.00 | $0.00 | $0.00 | |
| Total Adjusted Contract: | $1,350,517.58 | $1,063,542.57 | $286,975.01 | |
| | | | | 0% |
| Complete To Date: | $351,127.69 | $132,678.13 | $218,449.56 | % Complete / Time |
| Material: | $0.00 | $0.00 | $0.00 | |
| Subtotal | $351,127.69 | $132,678.13 | $218,449.56 | |
| Less10% Retainage | $35,112.77 | $13,267.81 | $21,844.96 | 26% |
| Total Due To Date | $316,014.92 | $119,410.32 | $196,604.60 | % Complete / $ |
| Less Previous Paid | $6,985.85 | $5,465.88 | $1,519.97 | |
| **Due this Estimate** | $309,029.07 | $113,944.44 | $195,084.63 | |

cc:

Board of Directors; Williamson-Liberty Hill MUD
Mr. Tony Corbett; McLean and Howard, LLP
Mr. David Van Soest; TCEQ Region 11
Ms. Tiffany Magnavice; F-L HM Owner LP
Mr. Matt Matthews; F-L HM Owner LP
Mr. Phil McPherson; F-L HM Owner LP
Mr. Michael Ehrhardt; Liberty Civil Const., LLC
Mr. Mike Williams; Gray Engineering, Inc.

Comments: Includes work through 2/28/2021

# APPLICATION AND CERTIFICATION FOR PAYMENT



TO OWNER:
F-L HM Owner, LP
500 Boylston Street, Ste 2010
Boston, MA 02116

PROJECT:
Highland Meadows Subdivision Improvements
Phase 4B

APPLICATION NO: 2

Distribution to:
[X] OWNER
[X] ENGINEER
[X] CONTRACTOR
[X] WILLIAMSON-LIBERTY HILL MUD
[ ]

PERIOD TO: 2/28/2021

FROM CONTRACTOR:
Liberty Civil Construction, LLC
3555 Highway 29 West
Georgetown, TX 78628

VIA ENGINEER:
Gray Engineering, Inc.
8834 N. Capital of Texas Hwy, Ste 140
Austin, TX 78759

PROJECT NOS:

CONTRACT FOR:

CONTRACT DATE: 1/25/2021

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

| | | | |
|---|---|---|---|
| 1. ORIGINAL CONTRACT SUM | | | $ 1,350,517.58 |
| 2. Net change by Change Orders | | | $ 0.00 |
| 3. CONTRACT SUM TO DATE (Line 1 ± 2) | | | $ 1,350,517.58 |
| 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) | | | $ 351,127.69 |
| 5. RETAINAGE: | | | |
| a. 10 % of Completed Work (Column D + E on G703) | $ | 35,112.77 | |
| b. 0 % of Stored Material (Column F on G703) | $ | 0.00 | |
| Total Retainage (Lines 5a + 5b or Total in Column I of G703) | | | $ 35,112.77 |
| 6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) | | | $ 316,014.92 |
| 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) | | | $ 6,985.85 |
| 8. CURRENT PAYMENT DUE | | | $ 309,029.07 |
| 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) | $ | | 1,034,502.66 |

| CHANGE ORDER SUMMARY | ADDITIONS | DEDUCTIONS |
|---|---|---|
| Total changes approved in previous months by Owner | | |
| Total approved this Month | | |
| TOTALS | $0.00 | $0.00 |
| NET CHANGES by Change Order | $0.00 | |

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Liberty Civil Construction, LLC

By: _____ Date: 2-25-2021

State of: Texas County of: Williamson
Subscribed and sworn to before me this 25 day of February, 2021
Notary Public: Stacy Small
My Commission expires: 03/04/2024

STACY SMALL
Notary Public, State of Texas
Comm. Expires 03-04-2024
Notary ID 11068934

## ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED . . . . . $ 309,029.07

*(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and onthe Continuation Sheet that are changed to conform with the amount certified.)*

ENGINEER:

By: _____ Date: 3/1/2021

OWNER:

By: _____ Date: _____

WILLIAMSON-LIBERTY HILL MUD

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

## Payment Application Form

*Application No.: 2*
*Application Date: 02/25/2021*
*Billing Period: 02/01/2021 - 02/28/2021*

**CONTRACTOR:**

The undersigned Contractor certifies that the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

By _____ Date: 2-25-2021

State of: Texas

County of: Williamson

Subscribed and sworn to before me this 25 day of February, 2021

Notary Public: _____

My Commission expires: 03/04/2024

STACY SMALL
Notary Public, State of Texas
Comm. Expires 03-04-2024
Notary ID 11068934

***Payment Schedule:***

*Contractor shall submit Applications for Payment on the form below, as such may be amended from time to time, on the last day of each month for work performed during such month or any portion thereof. Applications for Payment must be submitted to Owner electronically at* ***Accounting@Freeholdcm.com*** *.*

**Exhibit I**
**Payment Schedule**

*Instructions: Please fill out columns I and K as applicable for this billing period. For quantity for LS and TM/NTE line items please enter percent complete as a fraction of 1, i.e. 50% would be .5. Where services are billed on a TM/NTE basis, please attach an accounting of the personnel providing services, hours worked, and material expenses incurred.* ***All invoices shall be submitted to: accounting@freeholdcm.com***

**Contractor:** Liberty Civil
**Project:** Orchard Ridge

**Application No.:** 2
**Application Date:** 2/25/2021
**Billing Period:** 2/1/21-2/28/21

| A | B | C | D | E | F | | H | I | J | K | L | | M | N |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | Original Contract | | | | Total Previous Billing | | Current Billing | | | Total Billed to Date | |
| Job | Cost Code | No. | Service | Quantity | Unit | Unit Price | Amount | Quantity | Amount | Quantity | Amount | % Complete | Quantity | Amount |
| | | | | | | | | | | | | | | |
| | | | **Phase 4B Within Williamson-Liberty Hill MUD** | | | | | | | | | | | |
| | | | **Phase 4B Water Improvements** | | | | | | | | | | | |
| 305-PA13 | 12.30.310.105 | 1 | 8" PVC C900 CL 200 | 1,610.00 | LF | 41.07 | $ 66,122.70 | | - | | $ - | 0% | - | $ - |
| 305-PA13 | 12.30.315.015 | 2 | 8" GATE VALVE W/ BOX & COVER | 2.00 | EA | 1,744.23 | $ 3,488.46 | | - | | $ - | 0% | - | $ - |
| 305-PA13 | 12.30.320.080 | 3 | DOUBLE WATER SERVICE | 18.00 | EA | 2,094.96 | $ 37,709.28 | | - | | $ - | 0% | - | $ - |
| 305-PA13 | 12.30.320.075 | 4 | SINGLE WATER SERVICE | 8.00 | EA | 1,864.13 | $ 14,913.04 | | - | | $ - | 0% | - | $ - |
| 305-PA13 | 12.30.310.005 | 5 | 8" WET CONNECTION | 1.00 | EA | 2,779.57 | $ 2,779.57 | | - | | $ - | 0% | - | $ - |
| 305-PA13 | 12.30.320.010 | 6 | FIRE HYDRANT ASSEMBLY | 4.00 | EA | 5,551.16 | $ 22,204.64 | | - | | $ - | 0% | - | $ - |
| 305-PA13 | 12.30.305.005 | 7 | W TRENCH SAFETY | 1,610.00 | LF | 0.57 | $ 917.70 | | - | | $ - | 0% | - | $ - |
| | | | **Phase 4B Wastewater Improvements** | | | | | | | | | | | |
| 305-PA13 | 12.10.110.075 | 1 | 8" PVC SDR-26 (all depths) | 1,596.00 | LF | 47.00 | $ 75,012.00 | | - | | $ - | 0% | - | $ - |
| 305-PA13 | 12.10.115.030 | 2 | 4' STANDARD WASTEWATER MANHOLE (0'-8') | 6.00 | EA | 4,763.71 | $ 28,582.26 | | - | | $ - | 0% | - | $ - |
| 305-PA13 | 12.10.115.085 | 3 | 5' WASTEWATER DROP MANHOLE (0'-8') 0-2' drop | 3.00 | EA | 8,296.88 | $ 24,890.64 | | - | | $ - | 0% | - | $ - |
| 305-PA13 | 12.10.115.090 | 4 | 5' WASTEWATER DROP MANHOLE (0'-8') > 2' drop | 1.00 | EA | 8,314.18 | $ 8,314.18 | | - | | $ - | 0% | - | $ - |
| 305-PA13 | 12.10.115.045 | 5 | EXTRA DEPTH MANHOLE EXTENSIONS (>8') | 13.00 | VF | 689.16 | $ 8,959.08 | | - | | $ - | 0% | - | $ - |
| 305-PA13 | 12.10.110.180 | 6 | 6" DOUBLE WW SERVICE (ALL LENGTHS) | 20.00 | EA | 1,949.55 | $ 38,991.00 | | - | | $ - | 0% | - | $ - |
| 305-PA13 | 12.10.110.175 | 7 | 6" SINGLE WW SERVICE (ALL LENGTHS) | 4.00 | EA | 1,768.40 | $ 7,073.60 | | - | | $ - | 0% | - | $ - |
| 305-PA13 | 12.10.105.005 | 8 | WW TRENCH SAFETY | 1,596.00 | LF | 1.15 | $ 1,835.40 | | - | | $ - | 0% | - | $ - |
| | | | **Phase 4B Drainage Improvements** | | | | | | | | | | | |
| 305-PA13 | 12.20.210.110 | 1 | 30-INCH RCP CLASS III | 275.00 | EA | 107.81 | $ 29,647.75 | | - | | $ - | 0% | - | $ - |
| 305-PA13 | 12.20.210.105 | 2 | 24-INCH RCP CLASS III | 1,218.00 | LF | 81.21 | $ 98,913.78 | | - | | $ - | 0% | - | $ - |
| 305-PA13 | 12.20.210.100 | 3 | 18-INCH RCP CLASS III | 253.00 | LF | 62.82 | $ 15,893.46 | | - | | $ - | 0% | - | $ - |
| 305-PA13 | 12.20.225.70 | 4 | 5' DIA. STORM SEWER MANHOLE | 1.00 | EA | 6,541.48 | $ 6,541.48 | | - | | $ - | 0% | - | $ - |
| 305-PA13 | 12.20.225.075 | 5 | 4' DIA. STORM SEWER MANHOLE | 7.00 | EA | 3,842.58 | $ 26,898.06 | | - | | $ - | 0% | - | $ - |
| 305-PA13 | 12.20.225.025 | 6 | 10' STD CURB INLET | 7.00 | EA | 4,907.90 | $ 34,355.30 | | - | | $ - | 0% | - | $ - |
| 305-PA13 | 12.20.225.040 | 7 | 5'X5' AREA INLET | 1.00 | EA | 5,355.46 | $ 5,355.46 | | - | | $ - | 0% | - | $ - |
| 305-PA13 | 12.20.215.065 | 8 | 30" STANDARD HEADWALL WITH DISSIPATORS | 1.00 | EA | 3,179.03 | $ 3,179.03 | | - | | $ - | 0% | - | $ - |
| 305-PA13 | 12.20.215.050 | 9 | 18" STANDARD HEADWALL WITH DISSIPATORS | 1.00 | EA | 2,622.04 | $ 2,622.04 | | - | | $ - | 0% | - | $ - |
| 305-PA13 | 12.20.205.005 | 10 | D TRENCH SAFETY | 1,746.00 | LF | 1.15 | $ 2,007.90 | | - | | $ - | 0% | - | $ - |
| | | | **Phase 4B Erosion Control Improvements** | | | | | | | | | | | |
| 305-PA13 | 12.01.065.040 | 1 | SILT FENCE | 2,520.00 | LF | 2.41 | $ 6,073.20 | 2,520.00 | 6,073.20 | | $ - | 100% | 2,520.00 | $ 6,073.20 |
| 305-PA13 | 12.01.065.035 | 2 | INLET PROTECTION | 8.00 | EA | 85.94 | $ 687.52 | | - | | $ - | 0% | - | $ - |
| 305-PA13 | 12.01.065.055 | 3 | ROCK BERM | 180.00 | LF | 22.92 | $ 4,125.60 | | - | | $ - | 0% | - | $ - |
| 305-PA13 | 12.01.065.020 | 4 | 15-FT, ENGINEERED VEGETATED FILTER STRIP | 427.00 | LF | 39.63 | $ 16,922.01 | | - | | $ - | 0% | - | $ - |
| 305-PA13 | 12.01.065.065 | 5 | ROCK RIP RAP | 345.00 | SF | 72.73 | $ 25,091.85 | | - | | $ - | 0% | - | $ - |
| 305-PA13 | 12.01.065.050 | 6 | RESTORATION/REVEGETATION OUTSIDE ROW | 30,937.00 | SY | 2.30 | $ 71,155.10 | | - | | $ - | 0% | - | $ - |
| | | | **Phase 4B Street Improvements** | | | | | | | | | | | |
| 305-PA13 | 12.40.470.005 | 1 | STREET SUBGRADE PREP | 8,026.00 | SY | 1.99 | $ 15,971.74 | | - | | $ - | 0% | - | $ - |
| 305-PA13 | 12.40.470.055 | 2 | RESTORATION/REVEGETATION INSIDE ROW | 3,488.00 | SY | 2.30 | $ 8,022.40 | | - | | $ - | 0% | - | $ - |
| 305-PA13 | 12.40.470.010 | 3 | STREET GRADING EXCAVATION | 12,136.00 | CY | 9.91 | $ 120,267.76 | | - | 12,136.00 | $ 120,267.76 | 100% | 12,136.00 | $ 120,267.76 |
| 305-PA13 | 12.40.470.015 | 4 | STREET GRADING EMBANKMENT | 1,437.00 | CY | 4.41 | $ 6,337.17 | | - | 1,437.00 | $ 6,337.17 | 100% | 1,437.00 | $ 6,337.17 |
| 305-PA13 | 12.40.425.030 | 5 | 8-INCH COMPACTED FLEX BASE | 8,026.00 | SY | 9.12 | $ 73,197.12 | | - | | $ - | 0% | - | $ - |
| 305-PA13 | 12.40.415.020 | 6 | 2-INCH COMPACTED HMAC PAVEMENT | 6,162.00 | SY | 12.31 | $ 75,854.22 | | - | | $ - | 0% | - | $ - |
| 305-PA13 | 12.40.435.005 | 7 | STANDARD 6-INCH CURB AND GUTTER | 2,998.00 | LF | 15.01 | $ 44,999.98 | | - | | $ - | 0% | - | $ - |

| A | B | C | D | E | F | | H | I | J | K | L | | M | N |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | Original Contract | | | | Total Previous Billing | | Current Billing | | | Total Billed to Date | |
| Job | Cost Code | No. | Service | Quantity | Unit | Unit Price | Amount | Quantity | Amount | Quantity | Amount | % Complete | Quantity | Amount |
| 305-PA13 | 12.40.440.020 | 8 | PEDESTRIAN RAMPS | 2.00 | LF | 1,178.38 | $ 2,356.76 | | - | | $ - | 0% | - | $ - |
| 305-PA13 | 12.40.440.010 | 9 | 4-FT REINFORCED CONCRETE SIDEWALK | 780.00 | LF | 23.74 | $ 18,517.20 | | - | | $ - | 0% | - | $ - |
| 305-PA13 | 12.50.510.045 | 10 | STREET LIGHT INSTALL | 2.00 | LS | 4,296.89 | $ 8,593.78 | | - | | $ - | 0% | - | $ - |
| 305-PA13 | 12.01.020.115 | 11 | DEMO EXISTING PORTION OF WAGON SPOKE WAY | 1.00 | LS | 8,593.78 | $ 8,593.78 | | - | | $ - | 0% | - | $ - |
| 305-PA13 | 12.40.445.050 | 12 | CONCRETE FOUNDATION FOR MAILBOX CLUSTER | 2.00 | EA | 7,838.22 | $ 15,676.44 | | - | | $ - | 0% | - | $ - |
| | | | **Phase 4B Within City of Liberty Hill** | | | | | | | | | | | |
| | | | **Phase 4B Water Improvements** | | | | | | | | | | | |
| 305-PA13 | 12.30.310.100 | 1 | 8" PVC C900 CL 200 | 310.00 | LF | 43.78 | $ 13,571.80 | | - | | $ - | 0% | - | $ - |
| 305-PA13 | 12.30.320.090 | 2 | DOUBLE WATER SERVICE | 3.00 | EA | 2,031.16 | $ 6,093.48 | | - | | $ - | 0% | - | $ - |
| 305-PA13 | 12.30.320.070 | 3 | SINGLE WATER SERVICE | 1.00 | EA | 1,781.72 | $ 1,781.72 | | - | | $ - | 0% | - | $ - |
| 305-PA13 | 12.30.310.020 | 4 | 8" WET CONNECTION | 1.00 | EA | 2,779.57 | $ 2,779.57 | | - | | $ - | 0% | - | $ - |
| 305-PA13 | 12.30.310.025 | 5 | W TRENCH SAFETY | 310.00 | LF | 0.57 | $ 176.70 | | - | | $ - | 0% | - | $ - |
| | | | **Phase 4B Wastewater Improvements** | | | | | | | | | | | |
| 305-PA13 | 12.10.110.070 | 1 | 8" PVC SDR-26 (all depths) | 171.00 | LF | 43.82 | $ 7,493.22 | | - | | $ - | 0% | - | $ - |
| 305-PA13 | 12.10.115.015 | 2 | 4' STANDARD WASTEWATER MANHOLE (0'-8') | 1.00 | EA | 4,417.72 | $ 4,417.72 | | - | | $ - | 0% | - | $ - |
| 305-PA13 | 12.10.110.065 | 3 | 6" DOUBLE WW SERVICE (ALL LENGTHS) | 3.00 | EA | 2,011.78 | $ 6,035.34 | | - | | $ - | 0% | - | $ - |
| 305-PA13 | 12.10.110.060 | 4 | 6" SINGLE WW SERVICE (ALL LENGTHS) | 1.00 | EA | 1,791.30 | $ 1,791.30 | | - | | $ - | 0% | - | $ - |
| 305-PA13 | 12.10.110.010 | 5 | WW TRENCH SAFETY | 171.00 | LF | 1.15 | $ 196.65 | | - | | $ - | 0% | - | $ - |
| | | | **Phase 4B Erosion Control Improvements** | | | | | | | | | | | |
| 305-PA13 | 12.01.065.030 | 1 | SILT FENCE | 280.00 | LF | 2.41 | $ 674.80 | 280.00 | 674.80 | | $ - | 100% | 280.00 | $ 674.80 |
| 305-PA13 | 12.01.065.025 | 2 | RESTORATION/REVEGETATION OUTSIDE ROW | 1,463.00 | SY | 3.45 | $ 5,047.35 | | - | | $ - | 0% | - | $ - |
| 305-PA13 | 12.01.065.060 | 3 | CONCRETE WASHOUT AREA | 1.00 | LS | 572.91 | $ 572.91 | | - | | $ - | 0% | - | $ - |
| 305-PA13 | 12.01.065.015 | 4 | STABILIZED CONSTRUCTION ENTRANCE/EXIT | 1.00 | EA | 1,014.06 | $ 1,014.06 | 1.00 | 1,014.06 | | $ - | 100% | 1.00 | $ 1,014.06 |
| | | | **Phase 4B Street Improvements** | | | | | | | | | | | |
| 305-PA13 | 12.40.470.030 | 1 | STREET SUBGRADE PREP | 1,734.00 | SY | 1.99 | $ 3,450.66 | | - | | $ - | 0% | - | $ - |
| 305-PA13 | 12.40.470.050 | 2 | RESTORATION/REVEGETATION INSIDE ROW | 672.00 | SY | 3.45 | $ 2,318.40 | | - | | $ - | 0% | - | $ - |
| 305-PA13 | 12.40.470.035 | 3 | STREET GRADING EXCAVATION | 1,555.00 | CY | 9.91 | $ 15,410.05 | | - | 1,555.00 | $ 15,410.05 | 100% | 1,555.00 | $ 15,410.05 |
| 305-PA13 | 12.40.425.025 | 4 | 8-INCH COMPACTED FLEX BASE | 1,734.00 | CY | 9.12 | $ 15,814.08 | | - | | $ - | 0% | - | $ - |
| 305-PA13 | 12.40.415.025 | 5 | 2-INCH COMPACTED HMAC PAVEMENT | 1,405.00 | SY | 12.31 | $ 17,295.55 | | - | | $ - | 0% | - | $ - |
| 305-PA13 | 12.40.435.015 | 6 | STANDARD 6-INCH CURB AND GUTTER | 596.00 | SY | 15.01 | $ 8,945.96 | | - | | $ - | 0% | - | $ - |
| 305-PA13 | 12.40.440.015 | 7 | 4-FT REINFORCED CONCRETE SIDEWALK | 225.00 | LF | 23.74 | $ 5,341.50 | | - | | $ - | 0% | - | $ - |
| 305-PA13 | 12.40.460.025 | 8 | TRAFFIC STRIPING AND SIGNAGE | 1.00 | EA | 3,546.85 | $ 3,546.85 | | - | | $ - | 0% | - | $ - |
| 305-PA13 | 12.50.510.040 | 9 | STREET LIGHT INSTALL | 1.00 | EA | 4,296.90 | $ 4,296.90 | | - | | $ - | 0% | - | $ - |
| | | | **Phase 4B Private Items** | | | | | | | | | | | |
| 305-PA13 | 12.01.040.005 | 1 | OUTSIDE OF ROW EXCAVATION | 9,175.00 | CY | 9.91 | $ 90,924.25 | | - | 9,175.00 | $ 90,924.25 | 100% | 9,175.00 | $ 90,924.25 |
| 305-PA13 | 12.01.040.010 | 2 | OUTSIDE OF ROW EMBANKMENT | 25,040.00 | CY | 4.41 | $ 110,426.40 | | - | 25,040.00 | $ 110,426.40 | 100% | 25,040.00 | $ 110,426.40 |
| | | | **Alternate Item #2** | | | | | | | | | | | |
| 305-PA13 | 12.01.065.070 | 1 | DEDUCT TO THE BASE BID TO REPLACE 30,937 SY REVEGETATION OUTSIDE ROW IN 4B WITH 1,274 LF OF SILT FENCE PER EXHIBIT | 1.00 | LS | (65,094.47) | $ (65,094.47) | | - | | $ - | 0% | - | $ - |
| 305-PA13 | 12.01.065.010 | 2 | DEDUCT TO THE BASE BID TO REPLACE 1,463 SY REVEGETATION OUTSIDE ROW IN 4B WITH 324 LF OF SILT FENCE PER EXHIBIT | 1.00 | LS | (3,456.61) | $ (3,456.61) | | - | | $ - | 0% | - | $ - |
| **TOTAL** | | | | | | | **$ 1,350,517.58** | **TOTALS** | **$ 7,762.06** | **TOTALS** | **$ 343,365.63** | 26% | **TOTALS** | **$ 351,127.69** |
| **RETENTION** | | | | | **10.0%** | | $ 135,051.76 | **RETENTION** | $ 776.21 | **RETENTION** | $ 34,336.56 | | **RETENTION** | $ 35,112.77 |
| **TOTAL INVOICE** | | | | | | | **$ 1,215,465.82** | **TOTAL INV.** | **$ 6,985.85** | **TOTAL INV.** | **$ 309,029.07** | | **TOTAL INV.** | **$ 316,014.92** |

# REQUEST FOR EXTENSION OF TIME

**PROJECT NO.:** 21001

**PROJECT NAME:** Highland Meadows 4A & 4B

_____1____
Request No.

**OWNER:** F-L HM Owner LP

**********

**CONTRACTOR:** LIBERTY CIVIL CONSTRUCTION, LLC

We request extension of completion time on our Contract for the month of FEBRUARY in the amount of 12 calendar days specified as follows: (Please circle day of month)

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31

Reasons for Request: Construction delays due to rain/weather for February through the 25th of the month. _____

*Mark Escamilla*
By
2/25/2021
Date

**********

**ENGINEER:**

_____ Recommend approval for extension of _____ calendar days.

__✓__ Recommend disapproval (see following comments)

_____ Recommend disapproval of _____ calendar days.

Contract does not allow rain days

By
3/1/2021
Date

**********

**OWNER:**

Approved as recommended:

By

Date

Distribution: Engineer
Owner
Contractor

**OWNER'S REQUIRED FORM FOR**

**CONTRACTOR'S APPLICATION FOR PROGRESS PAYMENT**

# CONDITIONAL BILLS PAID AFFIDAVIT AND WAIVER AND RELEASE ON PROGRESS PAYMENT

"Owner": **F-L HM OWNER, LP**

"Contractor": **LIBERTY CIVIL CONSTRUCTION, LLC**

"Project": **Highland Meadows Subdivision Improvements Phases 4B Project, for improvements on Owner's real property (the "Property") located in Williamson County, Texas (as the same is more particularly described in the Contract between Owner and Contractor for the Project).**

"Current Application": Application for Payment (Application No. 2) through the last day of February, 20 21 The Current Application is attached hereto as Exhibit A and incorporated fully herein.

Amount Requested in Current Application: $ 309,029.07.

Amount of Retainage Withheld through Current Application: $ 34,336.56.

## CERTIFICATION OF AMOUNT DUE AND OUTSTANDING CLAIMS

In order to induce the Owner to pay to Contractor the Amount Requested in Current Application shown above, the undersigned Contractor hereby **acknowledges and certifies**, under oath, as follows:

1. title to all Work, materials and equipment incorporated in said Work through the date of the Current Application or otherwise covered by the Current Application will pass to Owner, free and clear of all liens, security interests and encumbrances, no later than the time that payment requested herein is received in collected funds (except as specifically disclosed below);
2. all Work covered by this Current Application has been completed in accordance with the Contract Documents; and
3. Contractor has received payment in full and has no outstanding claim for payment arising from or relating to any and all Work performed by or through Contractor through the date covered by the last previous Application for Payment, except for the unpaid Amount of Retainage Withheld as set out in the last previous Application for Payment, and ***except as follows:*** Pay Application #1 - we have not been paid

*[State "None" or fully describe all such claims and/or exceptions or qualifications to the representations set forth above, as applicable, including any pending or anticipated change order claims for Work previously performed or claims for extended overhead and expenses associated with Work previously performed. Attach additional sheets if necessary.]*

**BILLS PAID AFFIDAVIT**
**[Sec. 53.085, Texas Property Code]**

Contractor hereby certifies and represents to Owner that ***all*** laborers, subcontractors, materialmen, and all other persons or parties who have provided labor or materials through, for, or on behalf of Contractor to the above-noted construction Project **through the date covered by the last Application for Payment have been paid in full** and **that Contractor is not** aware of any claim for payment or lien by such person or party or any sub-subcontractors or suppliers of Contractor (of any tier) for Work performed through the date covered by the last Application for Payment, **except as follows**:

Pay Application #1 - we have not been paid

*[State "None" or fully describe all such claims and/or exceptions or qualifications to the representations set forth above, as applicable. Attach additional sheets if necessary.]*

Further, to the fullest extent permitted by applicable law, Contractor hereby indemnifies and agrees to defend Owner from and against all claims, loss or expense resulting from false or incorrect information provided in the certifications set forth in the Certification of Amount Due and Outstanding Claims (above) and in this Bills Paid Affidavit.

**CONDITIONAL LIEN WAIVER AND RELEASE ON PROGRESS PAYMENT**
**[Sec. 53.281, et seq., Texas Property Code]**

On receipt by Contractor of a check from **F-L HM OWNER, LP** in the sum of $ 309,029.07 payable to Contractor and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right (whether Constitutional or Statutory or arising by contract), any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the Property of the Owner as described above to the following extent:

**for all Work performed by or through the Contractor for the Project through the date covered by the Current Application as set forth above, except as otherwise expressly provided herein.**

This release covers a progress payment for all labor, services, equipment, or materials furnished to the Property or to the Owner as set forth above and in the attached Application for Payment, except for the unpaid "Amount of Retainage Withheld" as set out above, and except for those pending modifications and changes, claims for payment, or other items set forth and identified in the CERTIFICATION OF AMOUNT AND OUTSTANDING CLAIMS above.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

*Consistent with its certifications above concerning payment, the* signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, sub-subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the Project in regard to the attached Application for Payment.

Date 02/25/2021

**CONTRACTOR: LIBERTY CIVIL CONSTRUCTION, LLC**

By: _____

Name and Title: Michael Ehrhardt

STATE OF Texas

COUNTY OF Williamson

**SUBSCRIBED AND SWORN TO** before me by the said Michael Ehrhardt, who further acknowledged to me that he/she is the person executing this CONDITIONAL BILLS PAID AFFIDAVIT AND WAIVER AND RELEASE ON PROGRESS PAYMENT and that he/she is fully authorized to do so on behalf of Liberty Civil Construction, a limited liability company, on this 25 day of February, 2021, to certify which witness my hand and seal of office.

STACY SMALL
Notary Public, State of Texas
Comm. Expires 03-04-2024
Notary ID 11068934

_____

Notary Public – State of Texas

My Commission Expires: 03/04/2024

**[Attach Pay Application as Exhibit A]**

GRAY ENGINEERING

**O** 512.452.0371 : **F** 512.454.9933
8834 North Capital of Texas Highway, Suite 140
Austin, Texas 78759 : **www.grayengineeringinc.com**

TBPE 2946

March 25, 2021

Ms. Tiffany Magnavice
F-L HM Owner, LP
8601 Ranch Road 2222
Building 1, Suite 260
Austin, TX 78730

**Re: Highland Meadows Phase 4B Subdivision Improvements**
**Pay Request No. 3**
**GEI No. 1622-11222-34**

Dear Ms. Magnavice:

Attached please find Pay Request No. 3 in the amount of $188,060.96 submitted by Liberty Civil Construction, LLC for the above referenced project. This pay request reflects project progress as of March 31, 2021. Also attached is a copy of the Gray Engineering, Inc., (GEI) Project Status Report for this project.

The completed work covered by this pay request has been reviewed on a periodic basis by representatives of GEI and found to be in general compliance with the approved plans and specifications for the project.

The enclosed copy is being forwarded to you for your approval and processing for payment to Liberty Civil Construction, LLC. Please sign and return to me for my files.

If after reviewing the enclosed documents you have any questions regarding this recommendation, please contact me.

Sincerely,

**GRAY ENGINEERING, INC.**

Richard Grayum, P.E.
Senior Project Manager

RG:LMW:ad
Attachments

cc: Board of Directors; Williamson-Liberty Hill Municipal Utility District No. 1 (w/encl.)
Mr. Tony Corbett; McLean and Howard, LLP (w/ encl.)
Mr. David Van Soest; TCEQ Region 11 CN600412043, RN101283828; Plan Review Log No. P-07202020-142 City of Georgetown PWSID# 2460001; EAPP ID No. 11002084/85; RN 105330260 (w/encl.)
Mr. Matt Matthews; Freehold Communities w/encl.)
Mr. Philip McPherson; Freehold Communities w/encl.)
Mr. Michael Ehrhardt; Liberty Civil, LLC Construction (w/encl.)
Mr. Mike Williams; Gray Engineering, Inc. (w/encl.)

# GRAY ENGINEERING, INC.

## *Project Status Report*

| | | | |
|---|---|---|---|
| Pay Estimate No: | 3 | Project Manager: | RG |
| Pay Estimate Date: | 25-Mar-21 | TCEQ Approval: | |
| Project Name: | Highland Meadows Ph. 4B Subdivision Improvements | City of Georgetown Approval: | 30-Nov-20 |
| | | Williamson County Approval: | 2-Dec-20 |
| Project Number: | 1622-11222-34 | City of Liberty Hill Approval: | 7-Dec-20 |
| Client Name: | F-L HM Owner, LP | MUD Approval: | 2-Dec-20 |
| M.U.D. | Williamson-Liberty Hill | Contract Date: | 25-Jan-21 |
| Contractor: | Liberty Civil Construction , LLC | Pre-Construction Conf. Date | 20-Jan-21 |
| Notice of Award: | NA | | |
| Notice to Proceed: | 1-Feb-21 | | |
| Contract Start Date: | 1-Feb-21 | | |
| Calendar Days: | 180 | | |

| | | | |
|---|---|---|---|
| Start: 1/31/2021 | Stop: 3/31/2021 | Start: 2/28/2021 | Stop: 3/31/2021 |
| Accum. Days Used: 59 | | Days used this period: | 31 |

| | **Total** | **MUD** | **Private** |
|---|---|---|---|
| Original Contract Amount: | $1,350,517.78 | $1,063,542.57 | $286,975.01 |
| Adjusted By: | $69,871.02 | $0.00 | $69,871.02 |
| Total Adjusted Contract: | $1,420,388.60 | $1,063,542.57 | $356,846.03 |
| Complete To Date: | $560,084.31 | $260,319.57 | $299,764.74 |
| Material: | $0.00 | $0.00 | $0.00 |
| Subtotal | $560,084.31 | $260,319.57 | $299,764.74 |
| Less10% Retainage | $56,008.43 | $26,031.96 | $29,976.47 |
| Total Due To Date | $504,075.88 | $234,287.61 | $269,788.27 |
| Less Previous Paid | $316,014.92 | $119,410.32 | $196,604.60 |
| **Due this Estimate** | $188,060.96 | $114,877.29 | $73,183.67 |

| **Change Orders** | |
|---|---|
| CO #1 = | $69,871.02 |

33%
% Complete / Time

35%
% Complete / $

cc:

Board of Directors; Williamson-Liberty Hill MUD
Mr. Tony Corbett; McLean and Howard, LLP
Mr. David Van Soest; TCEQ Region 11
Ms. Tiffany Magnavice; F-L HM Owner LP
Mr. Matt Matthews; F-L HM Owner LP
Mr. Phil McPherson; F-L HM Owner LP
Mr. Michael Ehrhardt; Liberty Civil Const., LLC
Mr. Mike Williams; Gray Engineering, Inc.

Comments: Includes work through 3/31/2021

# APPLICATION AND CERTIFICATION FOR PAYMENT



TO OWNER:
F-L HM Owner, LP
500 Boylston Street, Ste 2010
Boston, MA 02116

PROJECT:
Highland Meadows Subdivision Improvements
Phase 4B

APPLICATION NO: 3

PERIOD TO: 3/31/2021

Distribution to:
[X] OWNER
[X] ENGINEER
[X] CONTRACTOR
[X] WILLIAMSON-LIBERTY HILL MUD
[ ]

FROM CONTRACTOR:
Liberty Civil Construction, LLC
3555 Highway 29 West
Georgetown, TX 78628

VIA ENGINEER:
Gray Engineering, Inc.
8834 N. Capital of Texas Hwy, Ste 140
Austin, TX 78759

PROJECT NOS:

CONTRACT FOR:

CONTRACT DATE: 1/25/2021

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

| | | | |
|---|---|---|---|
| 1. ORIGINAL CONTRACT SUM | | $ | 1,350,517.58 |
| 2. Net change by Change Orders | | $ | 69,871.02 |
| 3. CONTRACT SUM TO DATE (Line 1 ± 2) | | $ | 1,420,388.60 |
| 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) | | $ | 560,084.31 |
| 5. RETAINAGE: | | | |
| a. 10 % of Completed Work (Column D + E on G703) | $ 56,008.43 | | |
| b. 0 % of Stored Material (Column F on G703) | $ 0.00 | | |
| Total Retainage (Lines 5a + 5b or Total in Column I of G703) | | $ | 56,008.43 |
| 6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) | | $ | 504,075.88 |
| 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) | | $ | 316,014.92 |
| 8. CURRENT PAYMENT DUE | | $ | **188,060.96** |
| 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) | $ | | 916,312.72 |

| CHANGE ORDER SUMMARY | ADDITIONS | DEDUCTIONS |
|---|---|---|
| Total changes approved in previous months by Owner | | |
| Total approved this Month | $69,871.02 | |
| TOTALS | $69,871.02 | $0.00 |
| NET CHANGES by Change Order | $69,871.02 | |

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Liberty Civil Construction, LLC

By: _____ Date: 3-23-2021

State of: Texas County of: Williamson
Subscribed and sworn to before me this 23 day of March, 2021
Notary Public: Stacy Small
My Commission expires: 03/04/2024

STACY SMALL
Notary Public, State of Texas
Comm. Expires 03-04-2024
Notary ID 11068934

## ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED . . . . . $ 188,060.96

*(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and onthe Continuation Sheet that are changed to conform with the amount certified.)*

ENGINEER:

By: _____ Date: 3-25-21

OWNER:

By: _____ Date: _____

WILLIAMSON-LIBERTY HILL MUD

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

## Payment Application Form

*Application No.: 3*
*Application Date: 03/25/2021*
*Billing Period: 03/01/2021 - 03/31/2021*

**CONTRACTOR:**

The undersigned Contractor certifies that the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

By _____ Date: 3-23-2021

State of: Texas

County of: Williamson

Subscribed and sworn to before me this 23 day of March, 2021

Notary Public: _____

STACY SMALL
Notary Public, State of Texas
Comm. Expires 03-04-2024
Notary ID 11068934

My Commission expires: 03/04/2024

***Payment Schedule:***

*Contractor shall submit Applications for Payment on the form below, as such may be amended from time to time, on the last day of each month for work performed during such month or any portion thereof. Applications for Payment must be submitted to Owner electronically at* ***Accounting@Freeholdcm.com*** *.*

**Exhibit I**
**Payment Schedule**

*Instructions: Please fill out columns I and K as applicable for this billing period. For quantity for LS and TM/NTE line items please enter percent complete as a fraction of 1, i.e. 50% would be .5. Where services are billed on a TM/NTE basis, please attach an accounting of the personnel providing services, hours worked, and material expenses incurred.* ***All invoices shall be submitted to: accounting@freeholdcm.com***

**Contractor:** Liberty Civil
**Project:** Orchard Ridge

**Application No.:** 3
**Application Date:** 3/25/2021
**Billing Period:** 3/1/21-3/31/21

| A | B | C | D | E | F | | H | I | J | K | L | | M | N |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | Original Contract | | | | Total Previous Billing | | Current Billing | | | Total Billed to Date | |
| Job | Cost Code | No. | Service | Quantity | Unit | Unit Price | Amount | Quantity | Amount | Quantity | Amount | % Complete | Quantity | Amount |
| | | | **Phase 4B Within Williamson-Liberty Hill MUD** | | | | | | | | | | | |
| | | | **Phase 4B Water Improvements** | | | | | | | | | | | |
| 305-PA13 | 12.30.310.105 | 1 | 8" PVC C900 CL 200 | 1,610.00 | LF | 41.07 | $ 66,122.70 | - | - | 564.00 | $ 23,163.48 | 35% | 564.00 | $ 23,163.48 |
| 305-PA13 | 12.30.315.015 | 2 | 8" GATE VALVE W/ BOX & COVER | 2.00 | EA | 1,744.23 | $ 3,488.46 | - | - | | $ - | 0% | - | $ - |
| 305-PA13 | 12.30.320.080 | 3 | DOUBLE WATER SERVICE | 18.00 | EA | 2,094.96 | $ 37,709.28 | - | - | 5.00 | $ 10,474.80 | 28% | 5.00 | $ 10,474.80 |
| 305-PA13 | 12.30.320.075 | 4 | SINGLE WATER SERVICE | 8.00 | EA | 1,864.13 | $ 14,913.04 | - | - | 2.00 | $ 3,728.26 | 25% | 2.00 | $ 3,728.26 |
| 305-PA13 | 12.30.310.005 | 5 | 8" WET CONNECTION | 1.00 | EA | 2,779.57 | $ 2,779.57 | - | - | | $ - | 0% | - | $ - |
| 305-PA13 | 12.30.320.010 | 6 | FIRE HYDRANT ASSEMBLY | 4.00 | EA | 5,551.16 | $ 22,204.64 | - | - | | $ - | 0% | - | $ - |
| 305-PA13 | 12.30.305.005 | 7 | W TRENCH SAFETY | 1,610.00 | LF | 0.57 | $ 917.70 | - | - | | $ - | 0% | - | $ - |
| | | | **Phase 4B Wastewater Improvements** | | | | | | | | | | | |
| 305-PA13 | 12.10.110.075 | 1 | 8" PVC SDR-26 (all depths) | 1,596.00 | LF | 47.00 | $ 75,012.00 | - | - | 559.00 | $ 26,273.00 | 35% | 559.00 | $ 26,273.00 |
| 305-PA13 | 12.10.115.030 | 2 | 4' STANDARD WASTEWATER MANHOLE (0'-8') | 6.00 | EA | 4,763.71 | $ 28,582.26 | - | - | | $ - | 0% | - | $ - |
| 305-PA13 | 12.10.115.085 | 3 | 5' WASTEWATER DROP MANHOLE (0'-8') 0-2' drop | 3.00 | EA | 8,296.88 | $ 24,890.64 | - | - | | $ - | 0% | - | $ - |
| 305-PA13 | 12.10.115.090 | 4 | 5' WASTEWATER DROP MANHOLE (0'-8') > 2' drop | 1.00 | EA | 8,314.18 | $ 8,314.18 | - | - | | $ - | 0% | - | $ - |
| 305-PA13 | 12.10.115.045 | 5 | EXTRA DEPTH MANHOLE EXTENSIONS (>8') | 13.00 | VF | 689.16 | $ 8,959.08 | - | - | | $ - | 0% | - | $ - |
| 305-PA13 | 12.10.110.180 | 6 | 6" DOUBLE WW SERVICE (ALL LENGTHS) | 20.00 | EA | 1,949.55 | $ 38,991.00 | - | - | 6.00 | $ 11,697.30 | 30% | 6.00 | $ 11,697.30 |
| 305-PA13 | 12.10.110.175 | 7 | 6" SINGLE WW SERVICE (ALL LENGTHS) | 4.00 | EA | 1,768.40 | $ 7,073.60 | - | - | 1.00 | $ 1,768.40 | 25% | 1.00 | $ 1,768.40 |
| 305-PA13 | 12.10.105.005 | 8 | WW TRENCH SAFETY | 1,596.00 | LF | 1.15 | $ 1,835.40 | - | - | | $ - | 0% | - | $ - |
| | | | **Phase 4B Drainage Improvements** | | | | | | | | | | | |
| 305-PA13 | 12.20.210.110 | 1 | 30-INCH RCP CLASS III | 275.00 | EA | 107.81 | $ 29,647.75 | - | - | 96.00 | $ 10,349.76 | 35% | 96.00 | $ 10,349.76 |
| 305-PA13 | 12.20.210.105 | 2 | 24-INCH RCP CLASS III | 1,218.00 | LF | 81.21 | $ 98,913.78 | - | - | 426.00 | $ 34,595.46 | 35% | 426.00 | $ 34,595.46 |
| 305-PA13 | 12.20.210.100 | 3 | 18-INCH RCP CLASS III | 253.00 | LF | 62.82 | $ 15,893.46 | - | - | 89.00 | $ 5,590.98 | 35% | 89.00 | $ 5,590.98 |
| 305-PA13 | 12.20.225.70 | 4 | 5' DIA. STORM SEWER MANHOLE | 1.00 | EA | 6,541.48 | $ 6,541.48 | - | - | | $ - | 0% | - | $ - |
| 305-PA13 | 12.20.225.075 | 5 | 4' DIA. STORM SEWER MANHOLE | 7.00 | EA | 3,842.58 | $ 26,898.06 | - | - | | $ - | 0% | - | $ - |
| 305-PA13 | 12.20.225.025 | 6 | 10' STD CURB INLET | 7.00 | EA | 4,907.90 | $ 34,355.30 | - | - | | $ - | 0% | - | $ - |
| 305-PA13 | 12.20.225.040 | 7 | 5'X5' AREA INLET | 1.00 | EA | 5,355.46 | $ 5,355.46 | - | - | | $ - | 0% | - | $ - |
| 305-PA13 | 12.20.215.065 | 8 | 30" STANDARD HEADWALL WITH DISSIPATORS | 1.00 | EA | 3,179.03 | $ 3,179.03 | - | - | | $ - | 0% | - | $ - |
| 305-PA13 | 12.20.215.050 | 9 | 18" STANDARD HEADWALL WITH DISSIPATORS | 1.00 | EA | 2,622.04 | $ 2,622.04 | - | - | | $ - | 0% | - | $ - |
| 305-PA13 | 12.20.205.005 | 10 | D TRENCH SAFETY | 1,746.00 | LF | 1.15 | $ 2,007.90 | - | - | | $ - | 0% | - | $ - |
| | | | **Phase 4B Erosion Control Improvements** | | | | | | | | | | | |
| 305-PA13 | 12.01.065.040 | 1 | SILT FENCE | 2,520.00 | LF | 2.41 | $ 6,073.20 | 2,520.00 | 6,073.20 | | $ - | 100% | 2,520.00 | $ 6,073.20 |
| 305-PA13 | 12.01.065.035 | 2 | INLET PROTECTION | 8.00 | EA | 85.94 | $ 687.52 | - | - | | $ - | 0% | - | $ - |
| 305-PA13 | 12.01.065.055 | 3 | ROCK BERM | 180.00 | LF | 22.92 | $ 4,125.60 | - | - | | $ - | 0% | - | $ - |
| 305-PA13 | 12.01.065.020 | 4 | 15-FT, ENGINEERED VEGETATED FILTER STRIP | 427.00 | LF | 39.63 | $ 16,922.01 | - | - | | $ - | 0% | - | $ - |
| 305-PA13 | 12.01.065.065 | 5 | ROCK RIP RAP | 345.00 | SF | 72.73 | $ 25,091.85 | - | - | | $ - | 0% | - | $ - |
| 305-PA13 | 12.01.065.050 | 6 | RESTORATION/REVEGETATION OUTSIDE ROW | 30,937.00 | SY | 2.30 | $ 71,155.10 | - | - | | $ - | 0% | - | $ - |
| | | | **Phase 4B Street Improvements** | | | | | | | | | | | |
| 305-PA13 | 12.40.470.005 | 1 | STREET SUBGRADE PREP | 8,026.00 | SY | 1.99 | $ 15,971.74 | - | - | | $ - | 0% | - | $ - |
| 305-PA13 | 12.40.470.055 | 2 | RESTORATION/REVEGETATION INSIDE ROW | 3,488.00 | SY | 2.30 | $ 8,022.40 | - | - | | $ - | 0% | - | $ - |
| 305-PA13 | 12.40.470.010 | 3 | STREET GRADING EXCAVATION | 12,136.00 | CY | 9.91 | $ 120,267.76 | 12,136.00 | 120,267.76 | | $ - | 100% | 12,136.00 | $ 120,267.76 |
| 305-PA13 | 12.40.470.015 | 4 | STREET GRADING EMBANKMENT | 1,437.00 | CY | 4.41 | $ 6,337.17 | 1,437.00 | 6,337.17 | | $ - | 100% | 1,437.00 | $ 6,337.17 |
| 305-PA13 | 12.40.425.030 | 5 | 8-INCH COMPACTED FLEX BASE | 8,026.00 | SY | 9.12 | $ 73,197.12 | - | - | | $ - | 0% | - | $ - |
| 305-PA13 | 12.40.415.020 | 6 | 2-INCH COMPACTED HMAC PAVEMENT | 6,162.00 | SY | 12.31 | $ 75,854.22 | - | - | | $ - | 0% | - | $ - |
| 305-PA13 | 12.40.435.005 | 7 | STANDARD 6-INCH CURB AND GUTTER | 2,998.00 | LF | 15.01 | $ 44,999.98 | - | - | | $ - | 0% | - | $ - |

| A | B | C | D | E | F | | H | I | J | K | L | | M | N |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | Original Contract | | | | Total Previous Billing | | Current Billing | | | Total Billed to Date | |
| Job | Cost Code | No. | Service | Quantity | Unit | Unit Price | Amount | Quantity | Amount | Quantity | Amount | % Complete | Quantity | Amount |
| 305-PA13 | 12.40.440.020 | 8 | PEDESTRIAN RAMPS | 2.00 | LF | 1,178.38 | $ 2,356.76 | - | - | | $ - | 0% | - | $ - |
| 305-PA13 | 12.40.440.010 | 9 | 4-FT REINFORCED CONCRETE SIDEWALK | 780.00 | LF | 23.74 | $ 18,517.20 | - | - | | $ - | 0% | - | $ - |
| 305-PA13 | 12.50.510.045 | 10 | STREET LIGHT INSTALL | 2.00 | LS | 4,296.89 | $ 8,593.78 | - | - | | $ - | 0% | - | $ - |
| 305-PA13 | 12.01.020.115 | 11 | DEMO EXISTING PORTION OF WAGON SPOKE WAY | 1.00 | LS | 8,593.78 | $ 8,593.78 | - | - | | $ - | 0% | - | $ - |
| 305-PA13 | 12.40.445.050 | 12 | CONCRETE FOUNDATION FOR MAILBOX CLUSTER | 2.00 | EA | 7,838.22 | $ 15,676.44 | - | - | | $ - | 0% | - | $ - |
| | | | **Phase 4B Within City of Liberty Hill** | | | | | | | | | | | |
| | | | **Phase 4B Water Improvements** | | | | | | | | | | | |
| 305-PA13 | 12.30.310.100 | 1 | 8" PVC C900 CL 200 | 310.00 | LF | 43.78 | $ 13,571.80 | - | - | 109.00 | $ 4,772.02 | 35% | 109.00 | $ 4,772.02 |
| 305-PA13 | 12.30.320.090 | 2 | DOUBLE WATER SERVICE | 3.00 | EA | 2,031.16 | $ 6,093.48 | - | - | 1.00 | $ 2,031.16 | 33% | 1.00 | $ 2,031.16 |
| 305-PA13 | 12.30.320.070 | 3 | SINGLE WATER SERVICE | 1.00 | EA | 1,781.72 | $ 1,781.72 | - | - | | $ - | 0% | - | $ - |
| 305-PA13 | 12.30.310.020 | 4 | 8" WET CONNECTION | 1.00 | EA | 2,779.57 | $ 2,779.57 | - | - | | $ - | 0% | - | $ - |
| 305-PA13 | 12.30.310.025 | 5 | W TRENCH SAFETY | 310.00 | LF | 0.57 | $ 176.70 | - | - | | $ - | 0% | - | $ - |
| | | | **Phase 4B Wastewater Improvements** | | | | | | | | | | | |
| 305-PA13 | 12.10.110.070 | 1 | 8" PVC SDR-26 (all depths) | 171.00 | LF | 43.82 | $ 7,493.22 | - | - | 60.00 | $ 2,629.20 | 35% | 60.00 | $ 2,629.20 |
| 305-PA13 | 12.10.115.015 | 2 | 4' STANDARD WASTEWATER MANHOLE (0'-8') | 1.00 | EA | 4,417.72 | $ 4,417.72 | - | - | | $ - | 0% | - | $ - |
| 305-PA13 | 12.10.110.065 | 3 | 6" DOUBLE WW SERVICE (ALL LENGTHS) | 3.00 | EA | 2,011.78 | $ 6,035.34 | - | - | 1.00 | $ 2,011.78 | 33% | 1.00 | $ 2,011.78 |
| 305-PA13 | 12.10.110.060 | 4 | 6" SINGLE WW SERVICE (ALL LENGTHS) | 1.00 | EA | 1,791.30 | $ 1,791.30 | - | - | | $ - | 0% | - | $ - |
| 305-PA13 | 12.10.110.010 | 5 | WW TRENCH SAFETY | 171.00 | LF | 1.15 | $ 196.65 | - | - | | $ - | 0% | - | $ - |
| | | | **Phase 4B Erosion Control Improvements** | | | | | | | | | | | |
| 305-PA13 | 12.01.065.030 | 1 | SILT FENCE | 280.00 | LF | 2.41 | $ 674.80 | 280.00 | 674.80 | | $ - | 100% | 280.00 | $ 674.80 |
| 305-PA13 | 12.01.065.025 | 2 | RESTORATION/REVEGETATION OUTSIDE ROW | 1,463.00 | SY | 3.45 | $ 5,047.35 | - | - | | $ - | 0% | - | $ - |
| 305-PA13 | 12.01.065.060 | 3 | CONCRETE WASHOUT AREA | 1.00 | LS | 572.91 | $ 572.91 | - | - | | $ - | 0% | - | $ - |
| 305-PA13 | 12.01.065.015 | 4 | STABILIZED CONSTRUCTION ENTRANCE/EXIT | 1.00 | EA | 1,014.06 | $ 1,014.06 | 1.00 | 1,014.06 | | $ - | 100% | 1.00 | $ 1,014.06 |
| | | | **Phase 4B Street Improvements** | | | | | | | | | | | |
| 305-PA13 | 12.40.470.030 | 1 | STREET SUBGRADE PREP | 1,734.00 | SY | 1.99 | $ 3,450.66 | - | - | | $ - | 0% | - | $ - |
| 305-PA13 | 12.40.470.050 | 2 | RESTORATION/REVEGETATION INSIDE ROW | 672.00 | SY | 3.45 | $ 2,318.40 | - | - | | $ - | 0% | - | $ - |
| 305-PA13 | 12.40.470.035 | 3 | STREET GRADING EXCAVATION | 1,555.00 | CY | 9.91 | $ 15,410.05 | 1,555.00 | 15,410.05 | | $ - | 100% | 1,555.00 | $ 15,410.05 |
| 305-PA13 | 12.40.425.025 | 4 | 8-INCH COMPACTED FLEX BASE | 1,734.00 | CY | 9.12 | $ 15,814.08 | - | - | | $ - | 0% | - | $ - |
| 305-PA13 | 12.40.415.025 | 5 | 2-INCH COMPACTED HMAC PAVEMENT | 1,405.00 | SY | 12.31 | $ 17,295.55 | - | - | | $ - | 0% | - | $ - |
| 305-PA13 | 12.40.435.015 | 6 | STANDARD 6-INCH CURB AND GUTTER | 596.00 | SY | 15.01 | $ 8,945.96 | - | - | | $ - | 0% | - | $ - |
| 305-PA13 | 12.40.440.015 | 7 | 4-FT REINFORCED CONCRETE SIDEWALK | 225.00 | LF | 23.74 | $ 5,341.50 | - | - | | $ - | 0% | - | $ - |
| 305-PA13 | 12.40.460.025 | 8 | TRAFFIC STRIPING AND SIGNAGE | 1.00 | EA | 3,546.85 | $ 3,546.85 | - | - | | $ - | 0% | - | $ - |
| 305-PA13 | 12.50.510.040 | 9 | STREET LIGHT INSTALL | 1.00 | EA | 4,296.90 | $ 4,296.90 | - | - | | $ - | 0% | - | $ - |
| | | | **Phase 4B Private Items** | | | | | | | | | | | |
| 305-PA13 | 12.01.040.005 | 1 | OUTSIDE OF ROW EXCAVATION | 9,175.00 | CY | 9.91 | $ 90,924.25 | 9,175.00 | 90,924.25 | | $ - | 100% | 9,175.00 | $ 90,924.25 |
| 305-PA13 | 12.01.040.010 | 2 | OUTSIDE OF ROW EMBANKMENT | 25,040.00 | CY | 4.41 | $ 110,426.40 | 25,040.00 | 110,426.40 | | $ - | 100% | 25,040.00 | $ 110,426.40 |
| | | | **Alternate Item #2** | | | | | | | | | | | |
| 305-PA13 | 12.01.065.070 | 1 | DEDUCT TO THE BASE BID TO REPLACE 30,937 SY REVEGETATION OUTSIDE ROW IN 4B WITH 1,274 LF OF SILT FENCE PER EXHIBIT | 1.00 | LS | (65,094.47) | $ (65,094.47) | - | - | | $ - | 0% | - | $ - |
| 305-PA13 | 12.01.065.010 | 2 | DEDUCT TO THE BASE BID TO REPLACE 1,463 SY REVEGETATION OUTSIDE ROW IN 4B WITH 324 LF OF SILT FENCE PER EXHIBIT | 1.00 | LS | (3,456.61) | $ (3,456.61) | - | - | | $ - | 0% | - | $ - |
| | | | **CHANGE ORDER #1 - 4B Revised Grading Plan & Lot Clearing** | | | | | | | | | | | |
| 305-PA13 | | 1 | Added Excavation | 2,256.00 | CY | 9.91 | $ 22,356.96 | - | - | 2,256.00 | $ 22,356.96 | 100% | 2,256.00 | $ 22,356.96 |
| | | 2 | Added Embankment | 4,305.00 | CY | 4.28 | $ 18,425.40 | - | - | 4,305.00 | $ 18,425.40 | 100% | 4,305.00 | $ 18,425.40 |
| 305-PA13 | | 3 | Import General Fill | 2,049.00 | CY | 8.34 | $ 17,088.66 | - | - | 2,049.00 | $ 17,088.66 | 100% | 2,049.00 | $ 17,088.66 |
| | | 4 | Lot Clearing | 1.00 | LS | 12,000.00 | $ 12,000.00 | - | - | 1.00 | $ 12,000.00 | 100% | 1.00 | $ 12,000.00 |
| 305-PA13 | | | | | | | | | | | | | | |
| 305-PA13 | | | | | | | | | | | | | | |
| **TOTAL** | | | | | | | **$ 1,420,388.60** | **TOTALS** | **$ 351,127.69** | **TOTALS** | **$ 208,956.62** | 39% | **TOTALS** | **$ 560,084.31** |
| **RETENTION** | | | | | **10.0%** | | $ 142,038.86 | **RETENTION** | $ 35,112.77 | **RETENTION** | $ 20,895.66 | | **RETENTION** | $ 56,008.43 |
| **TOTAL INVOICE** | | | | | | | **$ 1,278,349.74** | **TOTAL INV.** | **$ 316,014.92** | **TOTAL INV.** | **$ 188,060.96** | | **TOTAL INV.** | **$ 504,075.88** |

**OWNER'S REQUIRED FORM FOR**

**CONTRACTOR'S APPLICATION FOR PROGRESS PAYMENT**

# CONDITIONAL BILLS PAID AFFIDAVIT AND WAIVER AND RELEASE ON PROGRESS PAYMENT

"Owner": **F-L HM OWNER, LP**

"Contractor": **LIBERTY CIVIL CONSTRUCTION, LLC**

"Project": **Highland Meadows Subdivision Improvements Phases 4B Project, for improvements on Owner's real property (the "Property") located in Williamson County, Texas (as the same is more particularly described in the Contract between Owner and Contractor for the Project).**

"Current Application": Application for Payment (Application No. 3) through the last day of March, 2021. The Current Application is attached hereto as Exhibit A and incorporated fully herein.

Amount Requested in Current Application: $ 188,060.96.

Amount of Retainage Withheld through Current Application: $ 56,008.43.

## CERTIFICATION OF AMOUNT DUE AND OUTSTANDING CLAIMS

In order to induce the Owner to pay to Contractor the Amount Requested in Current Application shown above, the undersigned Contractor hereby **acknowledges and certifies**, under oath, as follows:

1. title to all Work, materials and equipment incorporated in said Work through the date of the Current Application or otherwise covered by the Current Application will pass to Owner, free and clear of all liens, security interests and encumbrances, no later than the time that payment requested herein is received in collected funds (except as specifically disclosed below);
2. all Work covered by this Current Application has been completed in accordance with the Contract Documents; and
3. Contractor has received payment in full and has no outstanding claim for payment arising from or relating to any and all Work performed by or through Contractor through the date covered by the last previous Application for Payment, except for the unpaid Amount of Retainage Withheld as set out in the last previous Application for Payment, and ***except as follows:*** Pay App #1 and #2

*[State "None" or fully describe all such claims and/or exceptions or qualifications to the representations set forth above, as applicable, including any pending or anticipated change order claims for Work previously performed or claims for extended overhead and expenses associated with Work previously performed. Attach additional sheets if necessary.]*

**BILLS PAID AFFIDAVIT**
**[Sec. 53.085, Texas Property Code]**

Contractor hereby certifies and represents to Owner that ***all*** laborers, subcontractors, materialmen, and all other persons or parties who have provided labor or materials through, for, or on behalf of Contractor to the above-noted construction Project **through the date covered by the last Application for Payment have been paid in full** and **that Contractor is not** aware of any claim for payment or lien by such person or party or any sub-subcontractors or suppliers of Contractor (of any tier) for Work performed through the date covered by the last Application for Payment, **except as follows**: Pay App #1 and #2

*[State "None" or fully describe all such claims and/or exceptions or qualifications to the representations set forth above, as applicable. Attach additional sheets if necessary.]*

Further, to the fullest extent permitted by applicable law, Contractor hereby indemnifies and agrees to defend Owner from and against all claims, loss or expense resulting from false or incorrect information provided in the certifications set forth in the Certification of Amount Due and Outstanding Claims (above) and in this Bills Paid Affidavit.

**CONDITIONAL LIEN WAIVER AND RELEASE ON PROGRESS PAYMENT**
**[Sec. 53.281, et seq., Texas Property Code]**

On receipt by Contractor of a check from **F-L HM OWNER, LP** in the sum of $ 188,060.96 payable to Contractor and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right (whether Constitutional or Statutory or arising by contract), any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the Property of the Owner as described above to the following extent:

**for all Work performed by or through the Contractor for the Project through the date covered by the Current Application as set forth above, except as otherwise expressly provided herein.**

This release covers a progress payment for all labor, services, equipment, or materials furnished to the Property or to the Owner as set forth above and in the attached Application for Payment, except for the unpaid "Amount of Retainage Withheld" as set out above, and except for those pending modifications and changes, claims for payment, or other items set forth and identified in the CERTIFICATION OF AMOUNT AND OUTSTANDING CLAIMS above.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

*Consistent with its certifications above concerning payment, the* signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, sub-subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the Project in regard to the attached Application for Payment.

Date 03/23/2021

**CONTRACTOR: LIBERTY CIVIL CONSTRUCTION, LLC**

By: _____

Name and Title: Michael Ehrhardt

STATE OF Texas

COUNTY OF Williamson

**SUBSCRIBED AND SWORN TO** before me by the said Michael Ehrhardt, who further acknowledged to me that he/she is the person executing this CONDITIONAL BILLS PAID AFFIDAVIT AND WAIVER AND RELEASE ON PROGRESS PAYMENT and that he/she is fully authorized to do so on behalf of Liberty Civil Construction, a limited liability company, on this 23 day of March, 2021, to certify which witness my hand and seal of office.

STACY SMALL
Notary Public, State of Texas
Comm. Expires 03-04-2024
Notary ID 11068934

_____

Notary Public – State of Texas

My Commission Expires: 03/04/2024

**[Attach Pay Application as Exhibit A]**

# REQUEST FOR EXTENSION OF TIME

**PROJECT NO.:** **21001**

**PROJECT NAME:** **Highland Meadows 4A & 4B**

_____2____
Request No.

**OWNER:** **F-L HM Owner LP**

**********

**CONTRACTOR:** LIBERTY CIVIL CONSTRUCTION, LLC

We request extension of completion time on our Contract for the month of MARCH in the amount of 1 calendar day specified as follows: (Please circle day of month)

2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31

Reasons for Request: Construction delays due to rain/weather for March through the 23th of the month. _____

_____

_____

*Mark Escamilla*
By
3/23/2021
Date

**********

**ENGINEER:**

_____ Recommend approval for extension of _____ calendar days.

_____ Recommend disapproval (see following comments)

_____ Recommend disapproval of _____ calendar days.

_____

_____

_____

_____
By
_____
Date

**********

**OWNER:**

Approved as recommended:

_____
By
_____
Date

Distribution: Engineer
Owner
Contractor

WOODLAKE OUTDOOR

STONE MASONRY & COMMERCIAL LANDSCAPE

Customer Name **Williamson, Liberty Hill C/O Municipal accounts and consulting.** 1/6/2021

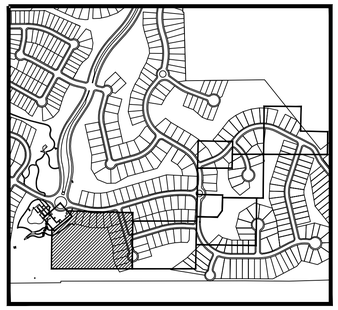
Address Bld. 4, Suite 104
Austin, Texas 78735
Attn: Taylor Kolwodin

RE: Trail Repairs

| Qty | Description | | Total Price |
|---|---|---|---|
| 12 | DG | | $ 1,277.35 |
| 1 | Labor | | $ 3,788.75 |
| | | Total | $ 5,066.10 |

Paul Clute
Woodlake Outdoor, Inc.
3941 Legacy Drive, Suite 225B
Plano, Texas 75023
512-318-1682

KEY MAP



MATCHLINE - SEE SHEET LP-5.0

5' WIDE TRAIL - EXCAVATE TOP 2" of EXISTING GROUND AND REMOVE FROM AREA. COORDINATE ON SITE LOCATION TO DISPOSE OF REMOVED MATERIAL WITH OWNER. PLACE 4" DEPTH DECOMPOSED GRANITE GRAVEL AND COMPACT WITH VIBRATORY PLATE COMPACTER.

CONNECT TO EXISTING TRAIL

COORDINATE LAYOUT IN THE FIELD WITH OWNER'S REPRESENTATIVE.

MATCHLINE - SEE SHEET LP-1.0

BEEBRUSH COURT

13.42
N19°30'07"W
(N21°20'35"W)

1 ORCHARD RIDGE LADSCAPE PLAN

0 40' 80'
SCALE: 1" = 40'-0"

NORTH

RVi
712 Congress Avenue
Suite 300
Austin, Texas 78701
Tel: 512.480.0032
www.rviplanning.com

REGISTERED LANDSCAPE ARCHITECT
STATE OF TEXAS
01/28/20

Texas 811
Know what's below. Call before you dig.

# ORCHARD RIDGE
PHASE II E
WILLIAMSON COUNTY, TEXAS

| | |
|---|---|
| PROJECT NO : | 144137 |
| DATE : | 01/28/2020 |
| DRAWN: | LI |
| REVIEWED: | PS |

REVISIONS
2 05-18-2020 - Add. 1
1 05-27-2020 - Add. 2

LANDSCAPE PLAN

LP-6.0
2

L:\2014\144137 Highland Meadows\LA\CD\PJE Section 1\Sheets\LP 6.0.dwg 5/27/2020 madison.dalke

# Proposal of Insurance

## WILLIAMSON LIBERTY HILL MUD

C/O MCLEAN & HOWARD

901 SOUTH MOPAC EXPY, STE. 225

AUSTIN, TX 78746

**PRESENTED: 03/29/2021**
**EFFECTIVE: 05/03/2021**

THE FOLLOWING PROPOSAL IS PRESENTED BY:
Kim Courte, CPCU
Area Vice President | W.I.N. Program Director
Arthur J. Gallagher Risk Management Services, Inc.
1900 West Loop South, Suite 1600
Houston, TX 77027
kim_courte@ajg.com
713.935.8805 | Cell: 281.772.1611

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Gallagher

Insurance | Risk Management | Consulting

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# Named Insured Schedule and Your W.I.N. Team

## Named Insured Schedule:

WILLIAMSON LIBERTY HILL MUD

## Your W.I.N. Team:

Providing excellent service is the primary objective of Gallagher. Please call any member of the service team for assistance.


Michelle Herrera
Client Service Manager
michelle_herrera@ajg.com
713.275.1506

Julie Collette
Client Service Manager
julie_collette@ajg.com
713.243.2182

Jessica Salias
Client Services Manager
jessica_salias@ajg.com
713.358.5928

Jessica Ortega
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713.358.5281

Lauren Peyton
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lauren_peyton@ajg.com
713.243.2170

Kim Courte, CPCU
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W.I.N. Program Director
kim_courte@ajg.com
713.935.8805 | Cell: 281.772.1611

Sharon Patin
Area Vice President of Operations
Client Service Director
sharon_patin@ajg.com
713.358.5794

# Premium & Insurance Summary

WILLIAMSON LIBERTY HILL MUD

**Effective: 05/03/2021 - 05/03/2022**

Gallagher is responsible for the placement of the following lines of coverage:

| Line of Business | Premium |
|---|---|
| Package (Property, B&M, & General Liability, Crime, Hired Non-Owned Auto) | $ 1,370 |
| Policy Fee | $ 100 |
| Directors & Officers Liability | $ 1,500 |
| Crime Employee and Consultant | $ 120 |
| Directors Position Bond | $ 200 |
| Agent Fee | $ 75 |
| **Total** | **$ 3,365.00** |

**Expiring Premium: $3,282**

Thank you for your business and we look forward to continuing to provide you with the best insurance program in Texas.

***Please sign on Proposal Acceptance Page and Provide Documents Required to Bind Coverage*

Any entity not named in this proposal, may not be an insured entity. This may include affiliates, subsidiaries, LLC's, partnerships and joint ventures.

It is understood that any other type of exposure/coverage is either self-insured or placed by another brokerage firm other than Gallagher. If you need help in placing other lines of coverage or covering other types of exposures, please contact your Gallagher representative.

# -*Optional*- Limits for Consideration

WILLIAMSON LIBERTY HILL MUD

**Effective: 05/03/2021 - 05/03/2022**

**New Coverage Options**

| Cyber Liability | Premium | Sign for Acceptance |
|---|---|---|
| $1,000,000 Limit w/ Cyber Deception | $ 1,111 | |
| **Policy Fee** | **$ 100** | |

**Higher limits are available upon request for each coverage**

These are **Premium Indications only** and are subject to a formal quote provided by carrier

**Change Limits Request**

*** Denotes Current Limit Purchased**

| Directors & Officers Limits | Premium | Optional Quotes Available Upon Request and Receipt of Audited Financials. Changes will require a Signed Warranty letter. |
|---|---|---|
| $1,000,000 Limit | $ 1,500 | * |

| Crime Limits | Premium | Sign for Changes Only |
|---|---|---|
| $10,000 Limit | $ 120 | * |
| $50,000 Limit | $ 221 | |
| $100,000 Limit | $ 341 | |
| $250,000 Limit | $ 471 | |
| $500,000 Limit | $ 565 | |

**Higher limits are available upon request for each coverage**

These are **Premium Indications only** and are subject to a formal quote provided by carrier.

# Property Schedule

WILLIAMSON LIBERTY HILL MUD

**Effective: 05/03/2021 - 05/03/2022**

| No. | Property Description for Facilities AND Detention Ponds Address with City, Zip Code & County | Longitude / Latitude | Replacement Cost Value Building & Contents Detention Ponds list insurable values such as grates, pumps fence | Year Built | Denote Updated Flood Zone (Ex. A, AE, X, etc.) | Facility Construction 1) Reinforced masonry & steel 2) Masonry & steel 3) Frame (brick wood stucco) 4) Other (describe) |
|---|---|---|---|---|---|---|
| 1 | Fence/Detention Pond – **100 Orchard Park Drive Liberty Hill, TX 78642** | 30.63639, -97.847322 | 0 | 2016 | X | n/a |
| 2 | Fence/Well Pump – **100 Orchard Park Drive Liberty Hill, TX 78642** | 30.63639, -97.847322 | 25,000 | 2016 | X | |
| | **TOTAL** | | **25,000** | | | |

The proposal is based on the above information received from the engineer.

# Package Policy - Equipment Breakdown aka Boiler & Machinery

WILLIAMSON LIBERTY HILL MUD

**Effective: 05/03/2021 - 05/03/2022**

| Description | |
|---|---|
| Equipment Breakdown<br>Aka Boiler & Machinery<br><br>Subject to policy terms, conditions, limitations and exclusions. | • Sudden and Accidental Breakdown of Equipment<br>• Mechanical Failure<br>• Electrical Surges<br>• Terrorism Risk Insurance Act<br>• Replacement Cost Valuation Repair or Replace Whichever is Less<br>• Blanket Basis Coverage<br>• Coinsurance Waived |
| Exclusions included but not limited to: | • War<br>• Nuclear Hazard<br>• Wear & Tear<br>• Lightning |

| Limits | |
|---|---|
| Property | Per Property Schedule |
| Blanket Coverage Extension: Extra Expense, Business Income, Extended Business Income, Commandeered Property, Civil Authority, Tenant Leasehold Interest, Electronic Data, Preservation of Property. | $25,000 |

| Deductibles | |
|---|---|
| Equipment Breakdown | $ 5,000 |
| Equipment located greater than 50 feet below ground | $25,000 |
| Equipment (both motor and pump; i.e., submersible) located greater than 50 feet below ground and has 100 HP or higher | $35,000, plus $150 per HP |
| Extra Expense | No Separate Deductible |

| Annual Premium |
|---|
| Included Premium Summary or Optional Coverage and Limits |

| Carrier |
|---|
| Allied World Specialty A.M. Best Rating: A XV Admitted |



Gallagher | W.I.N. Waterworks Insurance Network

# Package Policy - Property

WILLIAMSON LIBERTY HILL MUD

**Effective: 05/03/2021 - 05/03/2022**

| Description | |
|---|---|
| Real & Personal Property<br><br>Subject to policy terms, conditions, limitations and exclusions. | • Special Form<br>• Terrorism Risk Insurance Act<br>• Replacement Cost Valuation<br>Repair or Replace Whichever is Less<br>• Blanket Basis Coverage<br>• Coinsurance Waived |
| Exclusions included but not limited to: | • War<br>• Nuclear Hazard<br>• Governmental Action (seizure or destruction) unless to prevent spread of Fire |

| Limits | |
|---|---|
| Real & Personal Property | Per Property Schedule |
| Flood Zone X/C/X500/B | $25,000 |
| Flood Zone AE | $25,000 |
| Blanket Coverage Extension: Extra Expense, Business Income, Extended Business Income, Commandeered Property, Civil Authority, Tenant Leasehold Interest, Electronic Data, Preservation of Property. | $25,000 |
| Earthquake | $25,000 |

| Deductibles | |
|---|---|
| Property Perils, such as fire, lightning, theft vandalism, except as noted below | $ 5,000 |
| Earthquake | $25,000 |
| Flood Zone X/C | $25,000 |
| Flood Zone X500/B[1] | 2% per damaged structure, minimum $25,000 per occurrence |
| Flood Zone AE[2] | 5% per damaged structure, minimum $25,000 per occurrence |

| Annual Premium |
|---|
| Included Premium Summary or Optional Coverage and Limits |

| Carrier |
|---|
| Allied World Specialty A.M. Best Rating: A XV Admitted |



Gallagher | W.I.N. Waterworks Insurance Network

# Crime Policy

WILLIAMSON LIBERTY HILL MUD

**Effective: 05/03/2021 - 05/03/2022**

| Description | |
|---|---|
| Crime<br><br>Subject to policy terms, conditions, limitations and exclusions. | • Protection for loss caused to named insured through failure of any employee to perform faithfully their duties or to account properly for all monies and property received by virtue of their position or employment.<br>• Coverage Extended to Directors & Volunteers |

| Limits | |
|---|---|
| $100,000 | Employee Theft |
| $100,000 | Forgery or Alteration |
| $100,000 | Inside the Premises-Theft of Money and Securities |
| $ 5,000 | Inside the Premises-Robbery of Safe Burglary or Other Property |
| $100,000 | Outside the Premises |
| $100,000 | Computer Fraud |
| $100,000 | Funds Transfer Fraud |
| $100,000 | Money Orders & Counterfeit Paper Currency |

| Deductible | |
|---|---|
| Each Claim | $1,000 |

| Annual Premium and Limits |
|---|
| Included Premium Summary or Optional Coverage and Limits |

| Carrier |
|---|
| Allied World Specialty A.M. Best Rating: A XV Admitted |



Gallagher | W.I.N. Waterworks Insurance Network

# Package Policy - General Liability & Hired Non-Owned Automobile Liability

WILLIAMSON LIBERTY HILL MUD

**Effective: 05/03/2021 - 05/03/2022**

| Description | |
|---|---|
| General Liability<br>Hired and Non-Owned Auto Liability<br><br>Subject to policy terms, conditions, limitations and exclusions. | • Occurrence Policy Form<br>• Bodily Injury and Property Damage<br>• Liability arising from any owned property such as facilities, buildings, parks, detention ponds and lakes<br>• Failure to Supply (no limitation requiring property damage)<br>• Sewer Back Up<br>• Products Contamination<br>• Terrorism Risk Insurance Act<br>• Punitive Damages<br>• Duty to Defend<br>• Host Liquor Liability<br>• Defense Cost outside the Limit<br>• Not Auditable |
| Exclusions included but not limited to: | • Access or Disclosure of Confidential or Personal Information, Data-related Liability & Internet<br>• Workers' Compensation<br>• War<br>• Employment Related Practices<br>• Distribution of Material Violation of Statutes |
| Must Schedule: Dams, Reservoirs & Levees for Liability coverage to apply | |

| Limits | |
|---|---|
| $1,000,000 | Each Occurrence<br>Including Hired and Non-Owned Auto Liability WA-GL 00018 |
| $3,000,000 | General Aggregate and Per Location Aggregate |
| $3,000,000 | Products and Completed Operations Aggregate |
| $1,000,000 | Personal and Advertising Injury |
| $1,000,000 | Damage to Rented Premises (each occurrence) |
| $ 10,000 | Medical Payments |
| $1,000,000 | Hired Auto & Non-Owned Auto Liability Aggregate |

| Deductibles | |
|---|---|
| Per Occurrence | None |

| Annual Premium |
|---|
| Included Premium Summary or Optional Coverage and Limits |

| Carrier |
|---|
| Allied World Specialty A.M. Best Rating: A XV Admitted |

# Package Policy - Pollution Liability

WILLIAMSON LIBERTY HILL MUD

**Effective: 05/03/2021 - 05/03/2022**

| Description | |
|---|---|
| Package Pollution Liability<br>Accidental and Unintended Pollution Incident (Gradual and Sudden)<br><br>Subject to policy terms, conditions, limitations and exclusions. | • Occurrence Policy Form<br>• Bodily Injury, Property Damage, Clean Up Cost<br>• Escape or back-up of sewage or waste-water if property damage occurs away from land you own or lease<br>• Escape of fuels or lubricants from mobile equipment<br>• Application of pesticides or herbicides<br>• Potable water which you supply to others<br>• Chemicals you use in your water or wastewater treatment<br>• Natural gas or propane gas used in your treatment process<br>• Heat, smoke or fumes from a hostile fire<br>• Duty to Defend<br>• Defense Cost Outside the Limit<br>• Punitive Damages<br>• Terrorism Risk Insurance Act |
| Exclusions included but not limited to: | • Fraud<br>• Workers' Compensation<br>• War<br>• Employment Related Practices<br>• Petroleum Underground Storage Tanks<br>• Pandemics and Epidemics |

| Deductibles | |
|---|---|
| Per Occurrence | None |

| Annual Premium |
|---|
| Included Premium Summary or Optional Coverage and Limits |

| Carrier |
|---|
| Allied World Specialty A.M. Best Rating: A XV Admitted |

# Directors & Officers Liability Policy

WILLIAMSON LIBERTY HILL MUD

**Effective: 05/03/2021 - 05/03/2022**

| Description | |
|---|---|
| Directors & Officers Liability<br><br>Subject to policy terms, conditions, limitations and exclusions. | • Claims Made Policy Form<br>• Wrongful Act, Error or Omission<br>• Defense for alleged breach of contract<br>• Coverage for directors spouse if claim seeks to recover from marital party<br>• Punitive Damages<br>• Duty to Defend<br>• Defense Inside the Limit<br>• Pay on Behalf Contract<br>• Claims Made<br>• Claim Trigger- May report known circumstances that may give rise to a claim<br>• Claim includes judicial and administrative proceedings and declaratory or injunctive relief.<br>• 60 Day Notice of Cancellation / 10 days for Non-Payment<br>• 100% Defense paid for claims that include covered and non-covered claims. Further, Chubb will not request reimbursement.<br>• Attorney selection from extensive expert panel or preapproved attorney.<br>• Terrorism Risk Insurance Act |
| Exclusions included but not limited to: | • Bodily Injury<br>• Property Damage<br>• Pollution<br>• Cyber Liability, Privacy Data Breach |
| Retroactive Date: | None |
| Pending/Prior Litigation Date: | 05/02/2016 Directors & Officers |

| Limits | |
|---|---|
| **$1,000,000**<br>In **Excess** of the Above Limits<br>• $ 500,000 Dedicated for Executives | Per Claim and Aggregate<br><br>D&O Enhancement(s) |

| Retention |
|---|
| Directors & Officers Insuring clause 1: None<br>The above clause clarifies no retention for Individual applies unless the entity agrees to pay it on their behalf<br>Directors & Officers Insuring clause 2: $1,500 (Individual)<br>Directors & Officers Insuring clause 3: $1,500 (Entity |

## Claim Definition

When used in this Coverage Section:
**Claim** means:
(1) when used in reference to the coverage provided by Insuring Clause **1** or 2:
(a) a written demand for monetary damages or non-monetary relief;
14-02-10191 (Ed. 32006) Page 2 of 12
(b) a civil proceeding commenced by the service of a complaint or similar pleading;
(c) a criminal proceeding commenced by the return of an indictment; or
(d) a formal civil administrative or civil regulatory proceeding commenced by the filing of a notice of charges or similar document, or by the entry of a formal order of investigation or similar document, against an **Insured Person** for a **Wrongful Act,** including any appeal therefrom; or
(2) when used in reference to the coverage provided by Insuring Clause 3**:**
(a) a written demand for monetary damages or non-monetary relief;
(b) a civil proceeding commenced by the service of a complaint or similar pleading;
(c) a criminal proceeding commenced by the return of an indictment; or
(d) a formal civil administrative or civil regulatory proceeding commenced by the filing of a notice of charges or similar document, or by the entry of a formal order of investigation or similar document, but only while such proceeding is also pending against an **Insured Person,** against an **Organization** for a **Wrongful Act,** including any appeal therefrom.

Except as may otherwise be provided in Subsection 8(e) of this Coverage Section, or Subsection 4or Subsection 6(b) of the General Terms and Conditions, a **Claim** will be deemed to have first been made when such **Claim** is commenced as set forth in this definition (or, in the case of a written demand, when such demand is first received **by** an **Insured).**

## Reporting Provision

6. (a) The **Insureds** shall, as a condition precedent to exercising any right to coverage under any **Liability Coverage Section,** give to the Company written notice of any **Claim** as soon as practicable, but:
(i) if such **Liability Coverage Section** expires (or is otherwise terminated) without being renewed and if no Extended Reporting Period is purchased with respect to such **Liability Coverage Section,** no later than the sixtieth (6oth) day after the Policy Term date of expiration or termination; or
(ii) if an Extended Reporting Period is purchased with respect to such **Liability Coverage Section,** no later than the last day of the Extended Reporting Period.

(b) Solely with respect to the Directors & Officers Liability and Entity Liability Coverage Section and the Fiduciary Liability Coverage Section, if:

(i) an Insured becomes aware of circumstances during the Policy Period which could give rise to a Claim and gives written notice of such circumstances to the Company as soon as practicable during the Policy Period, or
(ii) an Insured receives during the Policy Period a written request to toll or waive a statute of limitations applicable to Wrongful Acts committed, attempted, or allegedly committed or attempted before or during the Policy Period and gives written notice of such request and of such alleged Wrongful Acts to the Company as soon as practicable during the Policy Period,

then any Claim subsequently arising from such circumstances referred to in (i) above, or from the Wrongful Acts referred to in (ii) above shall be deemed to have been first made against the Insured during the Policy Year in which the written notice described in (i) or (ii) above was first given by an Insured to the Company, provided any such subsequent Claim is reported to the Company as set forth in Subsection 6(a) above. With respect to any such subsequent Claim, no coverage under the Directors & Officers Liability and Entity Liability Coverage Section or the Fiduciary Liability Coverage Section shall apply to loss incurred prior to the date such subsequent Claim is actually made.

(c) Solely with respect to the Employment Practices Liability Coverage Section, if during the Policy Period any Insured:

(i) becomes aware of a Potential Employment Claim or Potential Third Party Claim and gives written notice of such Potential Employment Claim or Potential Third Party Claim to the Company as soon as practicable during the Policy Period; and
(ii) requests coverage under the Employment Practices Liability Coverage Section for any Employment Claim or Third Party Claim subsequently resulting from such Potential Employment Claim or Potential Third Party Claim;

then any Employment Claim or Third Party Claim subsequently arising from such Potential Employment Claim or Potential Third Party Claim referred to in (i) above shall be deemed to have been first made against the Insured during the Policy Year in which the written notice described in (i) and (ii) above was first given by an Insured to the Company, provided any such subsequent Employment Claim or Third Party Claim is reported to the Company as set forth in Subsection 6(a) above. With respect to any such Employment Claim or Third Party Claim, no coverage under the Employment Practices Liability Coverage Section shall apply to loss incurred prior to the date such subsequent Employment Claim or Third Party Claim is actually made.

(d) Solely with respect to any Non-Liability Coverage Section, the Insureds shall give notice of a Coverage Event in accordance with the applicable Proof of Loss and Legal Proceedings Subsection of such Coverage Section.

(e) The Insureds shall, as a condition precedent to exercising any right to coverage under this Policy, give to the Company such information, assistance, and cooperation as the Company may reasonably require, and shall include in any notice under Subsection 6(a), (b) or (c) above a description of the Claim, Potential Employment Claim, Potential Third Party Claim or circumstances, the nature of any alleged Wrongful Acts, the nature of the alleged or potential damage, the names of all actual or potential claimants, the names of all actual or potential defendants, and the manner in which such Insured first became aware of the Claim, Potential Employment Claim, Potential Third Party Claim or circumstances.

| **Annual Premium** |
| --- |
| Included Premium Summary or Optional Coverage and Limits |

| **Carrier** |
| --- |
| Federal Insurance Company, A.M. Best Rating: A++XV Admitted |

# Crime/Consultants Policy

WILLIAMSON LIBERTY HILL MUD

**Effective: 05/03/2021 - 05/03/2022**

| Description | |
|---|---|
| Crime<br><br>Subject to policy terms, conditions, limitations and exclusions. | • Protection for loss caused to named insured through failure of any employee/consultant to perform faithfully their duties or to account properly for all monies and property received by virtue of their position or employment.<br>• Any Limit purchased applies per employee/consultant up to $100,000.<br>• Any limit purchased $100,000 and over is provided on a per losses basis rather than each basis.<br>• Terrorism Risk Insurance Act |
| Exclusions included by not limited to: | • Governmental Action of Seizure or Destruction<br>• Accounting or Arithmetical Errors or Omissions<br>• Inventory Shortages |
| Loss Caused by<br><br>Loss Caused by Consultants for Insured | • Direct Employees<br><br>• Attorney<br>• Operator<br>• Bookkeeper<br>• Engineer<br>• Delinquent Tax Attorney |

| Deductible | |
|---|---|
| Per Occurrence | None |

| Annual Premium and Limits |
|---|
| Included Premium Summary or Optional Coverage and Limits |

| Carrier |
|---|
| Hartford Fire Insurance Company, A.M. Best Rating: A+ XV Admitted |

# Directors Position Bond

WILLIAMSON LIBERTY HILL MUD

**Effective: 05/03/2021 - 05/03/2022**

| Description | |
|---|---|
| Directors Position Bond<br><br>Subject to bond terms, conditions, limitations and exclusions. | • Provides coverage for loss caused to the District through the failure of Directors to perform faithfully their duties or to account properly for all monies and property received by virtue of their position as Director<br>• Terrorism Risk Insurance Act<br>• Continuous until cancelled |
| Exclusions included but not limited to: | • Loss occurring prior to date of bond issued |

| Limits | |
|---|---|
| $10,000 | Each Director (5) |
| $50,000 | General Aggregate |

| Deductibles | |
|---|---|
| Per Occurrence | None |

| Annual Premium |
|---|
| Included Premium Summary or Optional Coverage and Limits |

| Carrier |
|---|
| Hartford Casualty Insurance Company, A.M. Best Rating: A+ XV Admitted |



Gallagher | W.I.N. Waterworks Insurance Network

# -*Optional*- Cyber Liability and Security Breach Response Policy

WILLIAMSON LIBERTY HILL MUD

**Effective: 05/03/2021 - 05/03/2022**

| Description | |
|---|---|
| Cyber Security Liability<br>Security Brach Response and First Party Coverage<br><br>Subject to policy terms, conditions, limitations and exclusions. | • Claims Made Policy Form<br>• Duty to Defend<br>• Defense Inside the Limit<br>• Punitive Damages<br>• Electronic Terrorism |
| Exclusions included but not limited to: | • Mold, Mildew or Fungi<br>• Act of God<br>• Pollutants |
| Retroactive Date | Full Prior Acts |
| Policy Retention | $2,500<br>10 Hour waiting period for Business Income and Digital Asset Restoration<br>$10,000 Cyber Deception |
| Optional Extended Reporting Period | Premium 100% One Year Length (12Months) |
| Policy Limit | $1,000,000 Limit and Aggregate<br>Optional Limits Available |

| Coverage Type | |
|---|---|
| Policy Aggregate Limit of Liability | Full Limit and Aggregate |
| Privacy Liability Including Employee Privacy | |
| Privacy Regulatory Claims Coverage (Where insurance by law) | |
| Security Liability | |
| Multimedia Liability | |
| PCI DSS Assessment | |
| Security Breach Response | Full Limit and No Aggregate |
| Electronic Fraud-<br>Telephone Hacking<br>Funds Transfer Fraud | <br>$100,000 No Aggregate Limit<br>$100,000 No Aggregate Limit |
| Cyber Deception | $250,000 with $250,000 Aggregate Limit |
| **Security Breach Response Coverage** | |
| Legal Advisory | Full Limit and Aggregate |
| Forensics Investigations | |
| Public Relations | |
| Notification Services | |
| Credit Monitoring | |
| **First Party Coverage** | |
| Cyber Extortion | Full Limit and No Aggregate |
| Business Income and Digital Asset Restoration | |

| Annual Premium & Limits |
|---|
| Included Premium Summary or Optional Coverage and Limits |

## Carrier

BCS Insurance Company A- XVIII, Admitted
(parent company BCS Financial-BlueCross BlueShield)

## Claim Definition

Claim means:

1. A written demand received by "You" for money or services, including the service of a civil suit or institution of arbitration proceedings;
2. Initiation of a civil suit against "You" seeking injunctive relief (meaning a temporary restraining order or a preliminary or permanent injunction);
3. Solely with respect to Coverage B., a "Regulatory Claim" made against "You";
4. A "PCI DSS Assessment"; or
5. Solely with respect to Coverage F., a "Cyber Extortion Threat" made against "You".

Multiple "Claims" arising from the same or a series of related or repeated acts, errors, or omissions or from any continuing acts, errors, or omissions shall be considered a single "Claim" for the purposes of this Policy, irrespective of the number of claimants or "You" involved in the "Claim". All such "Claims" shall be deemed to have been made at the time of the first such "Claim" was made or deemed made under Section IX.A.

# Proposal Acceptance and Client Authorization To Bind Coverage

WILLIAMSON LIBERTY HILL MUD

**Effective: 05/03/2021 - 05/03/2022**

After careful consideration of Gallagher's proposal effective Insert Policy Term we accept the following coverages(s). Please check the desired coverages(s).

| | | Line of Coverage | Carrier |
|---|---|---|---|
| ☒ Accept | ❑ Reject | Property, B&M, General Liability, Crime & Hired and Non-Owned Auto. | Allied World Specialty |
| ☒ Accept | ❑ Reject | Directors & Officers Liability | Federal Insurance Company |
| ☒ Accept | ❑ Reject | Crime/Consultants | Hartford Fire Insurance Company |
| ☒ Accept | ❑ Reject | Directors Bond | Hartford Casualty Insurance Company |
| ☒ Accept | ❑ Reject | Fee | Gallagher Broker Fee |
| ☐ Accept | ❑ Reject | Cyber Security Liability (OPTION) | **BCS Insurance Company** |

| TRIA/Terrorism Insurance | | Line of Coverage | Carrier |
|---|---|---|---|
| ☒ Accept | ❑ Reject | Bind TRIA Terrorism Coverage Act as quoted | All Carriers |

**Provide Quotations or Additional Information on the Following Coverage Considerations:**

| | | Line of Coverage | Carrier |
|---|---|---|---|
| ❑ Yes | ❑ No | | |

The above coverage may not necessarily represent the entirety of available insurance products. If you are interested in pursuing additional coverages other than those addressed in the coverage considerations included in this proposal, please list below:

_____

**Fee Agreement:** In addition to commission received by Gallagher for the policy term reflected herein, effective 05/03/2021, Gallagher will receive a fee of $75.00 for: maintenance of account.

We confirm the values, schedules, and other data contained in the proposal are from our records and acknowledge it is our responsibility to see that they are maintained accurately. If no updates were provided to Gallagher, the values, exposures and operations used were based on the expiring policies.

Gallagher's liability to Client arising from any acts or omissions of Gallagher shall not exceed $20 million in the aggregate. Gallagher shall only be liable for actual damages incurred by Client, and shall not be liable for any indirect, consequential or punitive damages or attorneys' fees. No claim or cause of action, regardless of form (tort, contract, statutory, or otherwise), arising out of, relating to or in any way connected with this Agreement or any Services provided hereunder may be brought by either party any later than two (2) years after the accrual of such claim or cause of action

Gallagher has established security controls to protect Client confidential information from unauthorized use or disclosure. For additional information, please review Gallagher's Privacy Policy located at https://www.ajg.com/privacy-policy/.

I have read, understand and agree that the above-information is correct and has been disclosed to us prior to authorizing Gallagher to bind coverage and/or provide services to us.

By: _____ _____

Signature | Specify: owner, partner or corporate officer

**WILLIAMSON LIBERTY HILL MUD**

_____ _____

Print Name | Date



Gallagher | W.I.N. Waterworks Insurance Network

# Documents Required To Bind Coverage

WILLIAMSON LIBERTY HILL MUD

**Effective: 05/03/2021 - 05/03/2022**

| In order to bind coverages, please provide the following documents |
|---|
| • Signed Proposal PKG along with Acceptance and Client Authorization to |
| • Signed APR Terrorism Disclosure |
| • Signed BCS Cyber Application **(OPTION) If New Coverage is elected** |
| • A Check for the premiums due by the 05/03/ renewal date. |



Gallagher W.I.N. Waterworks Insurance Network

# CLIENT SERVICES AGREEMENT - EXHIBIT A

EFFECTIVE: 05/03/2021 - 05/03/2022

The following outlines services provided by Gallagher over the term of this Agreement:

Use its best efforts to secure the following lines of insurance coverage on Client's behalf:

| |
|---|
| Package (Property, B&M, & General Liability, Crime, Hired Non-Owned Auto)<br>Policy Fee |
| Directors & Officers Liability |
| Crime Consultant |
| Directors Position Bond |
| **Cyber Security Liability (OPTION)** |

- Request change endorsements, when requested by the client or when otherwise necessary, ensuring accuracy and delivery in a timely manner.
- Administration of insurance program, including policy review and issuance, invoicing, coordination and/or issuance of required documentation, i.e., automobile identification cards, certificates of insurance, and other program administration, as required by the client.
- Review accounting and billing data received from insurance markets on client's behalf to ensure accuracy.

# CLIENT SERVICES AGREEMENT - EXHIBIT B

COMPENSATION RECEIVED BY GALLAGHER

To the best of Gallagher's knowledge at the time of this Agreement, the following is a complete listing of fees to be paid by client to Gallagher under this Agreement.

- Broker fee in the amount of $75.00 on policies written as part of the services set forth in Exhibit A.

# CLIENT SERVICES AGREEMENT - EXHIBIT C

COMPENSATION RECEIVED BY GALLAGHER FROM INSURERS AND OTHER THIRD PARTIES

To the best of Gallagher's knowledge at the time of this Agreement, the following is a complete listing of monies received by Gallagher from insurers and other third parties as a result of the services to be performed under this Agreement on Exhibit A.

- Commission to be received from insurers for the placement of Coverages as outlined below.

| Coverage(s) | Carrier Name(s) | Wholesaler, MGA, or Intermediary Name 1 | Estimated Annual Premium 2 | Comm. % or Fee 3 | Gallagher U.S. Owned Wholesaler, MGA, or Intermediary % |
|---|---|---|---|---|---|
| Real & Personal Property, Equipment Breakdown, Commercial General Liab., Crime & Hired & Non-Owned Auto to incl. policy fees | Allied World Specialty Insurance Company | Allied Public Risk Program Manager | $1,370<br>$ 100 Fee | 15% | N/A |
| Directors & Officers | Federal Insurance Company | N/A | $1,500 | 15% | N/A |
| Crime/Consultants | Hartford Fire Insurance Company | N/A | $120 | 20% | N/A |
| Directors Position Bond | Hartford Casualty Insurance Company | N/A | $200 | 30% | N/A |
| **Cyber Security Liability - (OPTION)** | **BCS Insurance Company** | **RPS** | **$1,111<br>$100 Fee** | **15%** | **N/A** |

1. We were able to obtain more advantageous terms and conditions for you through an intermediary/ wholesaler.
2. If the premium is shown as an indication: The premium indicated is an estimate provided by the market. The actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.

   * A verbal quotation was received from this carrier. We are awaiting a quotation in writing.
3. The commission rate is a percentage of annual premium excluding taxes & fees.

# Guide to A.M. Best Ratings

W.I.N. PROGRAM CARRIER RATINGS AND ADMITTED STATUS

| Proposed Insurance Companies | A.M. Best's Rating & Financial Size Category* | Admitted/Non-Admitted** |
|---|---|---|
| Allied World Specialty | A XV | Admitted |
| Chubb/Federal Insurance Company | A++ XV | Admitted |
| The Ohio Casualty Insurance Company | A XV | Admitted |
| Texas Mutual | A XV | Admitted |
| Hartford Life and Accident Insurance Company | A XV | Admitted |
| BCS Insurance Co. | A- VIII | Admitted |
| CUMIS Insurance Society, Inc., | A XII | Admitted |
| Hartford Casualty Insurance Company | A+XV | Admitted |
| Hartford Fire Insurance Company | A+XV | Admitted |
| Great American Insurance Co. | A+XV | Admitted |
| Old Republic Insurance Company | A+XV | Admitted |

*Gallagher companies use A.M. Best rated insurers and the rating listed above was verified on the date the proposal document was created.

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A Best's Financial Strength Rating is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. It is not a warranty of a company's financial strength and ability to meet its obligations to policyholders. Best's Credit Ratings™ are under continuous review and subject to change and/or affirmation. For the latest Best's Credit Ratings™ and Guide to Best's Credit Ratings, visit the A.M. Best website at http://www.ambest.com/ratings.

**If coverage placed with a non-admitted carrier, it is doing business in the state as a surplus lines or non-admitted carrier, and is neither subject to the same regulations as an admitted carrier nor do they participate in any state insurance guarantee fund.

Gallagher companies make no representations and warranties concerning the solvency of any carrier, nor does it make any representation or warranty concerning the rating of the carrier which may change

# Proposal Disclosures

## PROPOSAL DISCLAIMER

IMPORTANT: The proposal and/or any executive summaries outline certain terms and conditions of the insurance proposed by the insurers, based on the information provided by your company. The insurance policies themselves must be read to fully understand the terms, coverages, exclusions, limitations and/or conditions of the actual policy contract of insurance. Policy forms will be made available upon request. We make no warranties with respect to policy limits or coverage considerations of the carrier.

## NAMED INSURED DISCLAIMER

**Note:** Any entity not named in this proposal, may not be an insured entity. This may include affiliates, subsidiaries, LLC's, partnerships and joint ventures.

## COMPENSATION DISCLOSURE

1. Gallagher Companies are primarily compensated from the usual and customary commissions, fees or, where permitted, a combination of both, for brokerage and servicing of insurance policies, annuity contracts, guarantee contracts and surety bonds (collectively "insurance coverages") handled for a client's account, which may vary based on market conditions and the insurance product placed for the client.
2. In placing, renewing, consulting on or servicing your insurance coverages, Gallagher companies may participate in contingent and supplemental commission arrangements with intermediaries and insurance companies that provide for additional compensation if certain underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Gallagher with the insurance company, not on an individual policy basis. As a result, Gallagher may be considered to have an incentive to place your insurance coverages with a particular insurance company. If you do not wish to have your commercial insurance placement included in consideration for additional compensation, contact your producer or service team for an Opt-Out form.
3. Gallagher Companies may receive investment income on fiduciary funds temporarily held by them, or from obtaining or generating premium finance quotes, unless prohibited by law.
4. Gallagher Companies may also access or have an ownership interest in other facilities, including wholesalers, reinsurance intermediaries, captive managers, underwriting managers and others that act as intermediaries for both Gallagher and other brokers in the insurance marketplace some of which may earn and retain customary brokerage commission and fees for their work.

If you have specific questions about any compensation received by Gallagher and its affiliates in relation to your insurance placements, please contact your Gallagher representative for more details.
In the event you wish to register a formal complaint regarding compensation Gallagher receives from insurers or third-parties, please contact Gallagher via e-mail at Compensation_Complaints@ajg.com or by regular mail at:

Chief Compliance Officer
Gallagher Global Brokerage
Arthur J. Gallagher & Co.
2850 West Golf Rd.
Rolling Meadows, IL 60008

## TRIA/TRIPRA DISCLAIMER

If this proposal contains options to purchase TRIA/TRIPRA coverage, the proposed TRIA/TRIPRA program may not cover all terrorism losses. While the amendments to TRIA eliminated the distinction between foreign and domestic acts of terrorism, a number of lines of coverage excluded under the amendments passed in 2005 remain excluded including commercial automobile, burglary and theft insurance; surety insurance, farm owners multiple perils and professional liability (although directors and officers liability is specifically included). If such excluded coverages are required, we recommend that you consider purchasing a separate terrorism policy. Please note that a separate terrorism policy for these excluded coverages may be necessary to satisfy loan covenants or other contractual obligations. TRIPRA includes a $100 billion cap on insurers' aggregate liability.

TRIPRA is set to expire on December 31, 2027. There is no certainty of extension, thus the coverage provided by your insurers may or may not extend beyond December 31, 2027. In the event you have loan covenants or other contractual obligations requiring that TRIA/TRIPRA be maintained throughout the duration of your policy period, we recommend that a separate "Stand Alone" terrorism policy be purchased to satisfy those obligations.

## TEXAS HOUSE BILL 89 COMPLIANCE

As required by Chapter 2270, Government Code, Gallagher hereby verifies that it does not boycott Israel and will not boycott Israel through the term of the policies included in this proposal. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

## FOREIGN TERRORIST ORGANIZATIONS

Pursuant to Chapter 2252, Texas Government Code, Gallagher represents and certifies that, at the time of execution of this proposal neither Gallagher , nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

## POOL FUNDING DISCLAIMER

Gallagher does not provide actuarial services or actuarial estimates of losses. If the excess insurer or reinsurer that provides excess coverage calculates a loos fund for the pool, it is our recommendation that the pool fully fund that amount. Further, it is our recommendation that the pool contract with an appropriately certified actuary to provide recommendations for overall pool funding, surplus and reserve funds.

# Claims Reporting

For Chubb D&O policy claims/notice, you may report to:
Any notice to the Company with respect to any coverage section shall designate the coverage section under which notice is being given and shall be treated as notice only under the coverage section(s) so designated. Notice to the company of a claim, potential employment claim or potential third party claim or of circumstances, which could give rise to a claim under any liability coverage section, or of a coverage event under any non-liability coverage section, shall be given in writing addressed to:

Attn: Claims Department
Chubb Group of Insurance Companies
15 Mountain View Road
Warren, New Jersey 07059

All other notices to the company shall be given in writing addressed to:

Attn: Chubb Specialty Insurance Underwriting
Chubb Group of Insurance Companies
15 Mountain View Road
Warren, New Jersey 07059

Any such notice shall be effective on the date of receipt by the Company at such address.

For cyber liability/breach response claims, you may report to:

**Notice of Claim**
joan.dambrosio@clydeco.us
Clyde & Co. US LLP
101 Second Street, 24th Floor
San Francisco CA 94105
**24 Hour Security Breach Hotline**
866.288.1705
Baker & Hostetler LLP
45 Rockefeller Plaza
New York, NY 10111-0100

All claims may be reported via email to any of the following:

Michelle Herrera
Client Service Manager
michelle_herrera@ajg.com
713.275.1506

Julie Collette
Client Service Manager
julie_collette@ajg.com
713.243.2182

Jessica Salias
Client Services Manager
jessica_salias@ajg.com
713.358.5928

Nadine Bitner
Client Service Manager
nadine_bitner@ajg.com
713.243.2171

Immediately report all claims for all lines of coverage to scclaims@ajg.com or 855-348-0425.

# Appendix

# We help you face your future with confidence.

Gallagher
Insurance | Risk Management | Consulting

Gallagher's holistic approach keeps your total cost of risk—and your best interest—in focus. With expertise where you most need it, Gallagher delivers the solutions that let businesses grow. Communities thrive. And people prosper.

GLOBAL REACH. LOCAL PRESENCE.

Founded in
**1927**

**$5B**
Total Adjusted Brokerage & Risk Management Revenues (2018)

**30,000+**
Employees worldwide

**850+**
Offices in 35 countries

**150+**
Countries served

## HIGHLY SPECIALIZED. DEEP EXPERTISE.

- Alternative Risk & Captives
- Aviation
- Casualty
- Commercial Surety & Bonds
- Cyber Liability
- Entertainment
- Environmental
- Enterprise Risk Management
- Equity Advisors
- Fine Arts
- Law Firms
- Management Liability
- Private Client Services
- Property
- Risk Management
- Trade Credit & Political Risk Insurance

## OUR APPROACH TO RISK.

Gallagher CORE360™

**CORE360™** is our unique, comprehensive approach of evaluating our client's risk management program that leverages analytical tools and diverse resources for customized, maximum impact on six cost drivers of their total cost of risk.

## 22+ INDUSTRY PRACTICES

- Asia Pacific
- Automotive
- Construction
- Energy
- Entertainment
- Equity and M&A
- Financial Institutions
- Food & Agribusiness
- Healthcare
- Higher Education
- Law Firms
- Life Sciences
- Marine
- Nonprofit
- Private Client
- Public Sector
- Real Estate & Hospitality
- Religious
- Restaurant
- Senior Living
- Technology
- Transportation

2019 WORLD'S MOST ETHICAL COMPANIES® WWW.ETHISPHERE.COM

Forbes 2018 GLOBAL WORLD'S BEST EMPLOYERS 2000

## LEADERS WHERE IT COUNTS

**Gallagher Named One of the World's Most Ethical Companies® for 2019**

The only insurance broker to have received this honor, Gallagher has been named as one of the World's Most Ethical Companies by the Ethisphere® Institute, a global leader in defining and advancing the standards of ethical business practices, eight years in a row.

**Gallagher has been designated as one of the "World's Best Employers" by Forbes Magazine for 2018.**

This is a great honor that is given to just 500 companies around the world each year. Designation recipients are determined by an independent collection and analysis of anonymous employee reviews collected by Statista, a leading statistical agency. Gallagher was the only Insurance Brokerage to be honored with this designation for 2018.

## SHARED VALUES + PASSION FOR EXCELLENCE = PROMISES DELIVERED

***The Gallagher Way***
25 tenets that have guided a team-oriented culture for 30+ years

**Social Responsibility**
Companywide focus on ethical conduct, employee health and welfare, environmental integrity and community service

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Gallagher | eRiskHub®

To access the Gallagher | eRiskHub® now:

1. Navigate to https://eriskhub.com/gallagher
2. Complete the new user registration at the bottom of the page. Choose your own user ID and password. The access code is 447597.
3. After registering, you can access the hub immediately using your newly created credentials in the member login box located at the top right of the page.

## The Gallagher Way. Since 1927.

The information contained herein is offered as insurance industry guidance and provided as an overview of current market risks and available coverages and is intended for discussion purposes only. This publication is not intended to offer legal advice or client-specific risk management advice. Any description of insurance coverages is not meant to interpret specific coverages that your company may already have in place or that may be generally available. General insurance descriptions contained herein do not include complete insurance policy definitions, terms, and/or conditions, and should not be relied on for coverage interpretation. Actual insurance policies must always be consulted for full coverage details and analysis.

Insurance brokerage and related services to be provided by Arthur J. Gallagher Risk Management Services, Inc. (License No. 0D69293) and/or its affiliate Arthur J. Gallagher & Co. Insurance Brokers of California, Inc. (License No. 0726293).

# eRiskHub® Overview and Login Information

The evolution of the cyber risk landscape has brought with it broad, sweeping regulations to address cybersecurity exposures. This digital transformation also presents new risks, including financial losses, for every industry. Gallagher's Cyber Practice delivers expertise alongside cyber risk management and insurance placement services, as well as a better way to construct risk management solutions. CORE360™ — our comprehensive approach of evaluating our client's risk management program — leverages our analytical tools and diverse resources for customized, maximum impact on six cost drivers of their total cost of risk. First, we consult with you to understand all of your actual and potential costs, then find the best options to reallocate these costs based on strategic actionable insights empowering you to know, control and minimize your total costs increasing profitability.

Additionally, our data-driven CORE360™ approach allows us to implement programs for your business that will increase safety, minimize losses, mitigate claims and proactively analyze your cyber risk posture.

Key Features of the Gallagher | eRiskHub®

- Gallagher Cyber Risk Due Diligence — A six-step process designed to walk clients through a simple, thought-provoking framework to encourage organizational communication, establish clear direction and highlight priorities to better understand your cyber risk profile.
- Risk Manager Tools — A collection of tools with many different purposes such as researching known breach events, calculating your potential cost of a breach event and downloading free sample policies your organization can use as templates.
- News Center — Keeps you up to date on what is going on in the world of cyber risk through handpicked articles, feeds and blogs.
- Learning Center — An extensive collection of white papers, articles, webinars, videos and blog posts on a variety of topics. (Looking for something specific? Try the search box at the top right of the page to search the entire Gallagher | eRiskHub®).
- Security & Privacy Training — An overview of best practices for creating an effective security training program for employees.
- Strategic Third-Party Relationships and Partner Resources — Information on third-party vendors that can assist your organization with improving your overall cyber risk.

As cyber risk evolves, so does our commitment to thought leadership. Our global cyber teams focus exclusively on cyber risk, and uniquely position Gallagher to share our knowledge, expertise and experience for the benefit of our clients.

If you have any questions about the Gallagher | eRiskHub®, please reach out to your broker.



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**POLICYHOLDER DISCLOSURE**
**NOTICE OF TERRORISM**
**INSURANCE COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act, as amended via the Program Reauthorization Act of 2015, that you have a right to purchase insurance coverage for losses resulting from acts of terrorism, as defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury – in consultation with the Secretary of Homeland Security, and the United States Attorney General—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property or infrastructure; to have resulted in dam-age within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS EXCLUSION FOR NUCLEAR EVENTS. UNDER THIS FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES [85%THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 AND 80% BEGINNING ON JANUARY 1, 2020] OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A $100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS $100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED $100 BILLION, YOUR COVERAGE MAY BE REDUCED.

**Acceptance or Rejection of Terrorism Insurance Coverage**

| | |
|---|---|
| X | I hereby elect to purchase terrorism coverage for a prospective premium of $5.00 |
| | I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism. |

| | |
|---|---|
| | |
| Policyholder/Applicant's Signature<br>**Williamson Liberty Hill MUD** | Insurance Company<br>**Allied World Specialty Insurance Company** |
| Print Name | Policy Number |
| Date | |

**BCS INSURANCE COMPANY**
**2 Mid America Plaza, Suite 200**
**Oakbrook Terrace, IL 60181**

# Cyber Liability And Privacy Coverage Application

**94.001-4 (07/19)**

**CERTAIN COVERAGES OFFERED ARE LIMITED TO LIABILITY FOR CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED AND NOTIFIED TO US DURING THE POLICY PERIOD AS REQUIRED. CLAIM EXPENSES SHALL REDUCE THE APPLICABLE LIMITS OF LIABILITY AND ARE SUBJECT TO THE APPLICABLE RETENTION(S). PLEASE READ THE POLICY CAREFULLY.**

"You", "Your Organization", and "Applicant" mean all corporations, organizations or other entities, including subsidiaries, proposed for this insurance.

## I. GENERAL INFORMATION

| | |
|---|---|
| Name of Applicant | Williamson Liberty Hill MUD |
| Mailing Address | 901 S. Mopac Expy, Ste. 225 |
| City | Austin |
| State | Texas |
| ZIP Code | 78746 |
| Description of Applicant's Operations | Utility |

## II. REVENUES

| **Indicate the following as it relates to the Applicant's fiscal year end (FYE):** | **Prior FYE** |
|---|---|
| Gross revenue | $396,653 |

## III. NETWORK SECURITY SYSTEM

| | | | |
|---|---|---|---|
| 1. | Do "You", or an outsourced firm, back up your data and systems at least once a week, and store these backups in an offsite location? | Yes ☒ | No ☐ |
| 2. | Do "You" have anti-virus software and firewalls in place that are regularly updated (at least quarterly)? | Yes ☒ | No ☐ |
| 3. | After inquiry of the "Control Group", as defined, are "You" aware of any or have any grounds for suspecting any circumstances which might give rise to a claim? | Yes ☐ | No ☒ |
| 4. | Within the last 5 years, has "Your Organization" suffered any system intrusions, tampering, virus or malicious code attacks, loss of data, loss of portable media, hacking incidents, extortion attempts, or data theft, resulting in a claim in excess of $25,000 that would be covered by this insurance? | Yes ☐ | No ☒ |

If the "Applicant" represents a Healthcare organization, Financial Institution or Legal Services (consumer) then the following question MUST be answered:

5. Do “You” have a written policy which requires that personally identifiable information stored on mobile devices (e.g. laptop computers / smartphones) and portable media (e.g. flash drives, back-up tapes) be protected by encryption? Yes ☐ No ☐

* With respect to the information required to be disclosed in response to the questions above, the proposed insurance will not afford coverage for any claim arising from any fact, circumstance, situation, event or act about which any member of the “Control Group” of the “Applicant” had knowledge prior to the issuance of the proposed policy, nor for any person or entity who knew of such fact, circumstance, situation, event or act prior to the issuance of the proposed policy.

"Control Group" means:
The board members, executive officers, Chief Technology Officer, Chief Information Officer, Risk Manager and General Counsel or their functional equivalents of “Your Organization”. This does not include any administrative staff who work in the offices of these named positions.

## IV. CYBER DECEPTION

1. Does the “Applicant” have procedures in place requiring two people, processes, or devices to verify any changes in transfer details and obtain authorization when transferring funds in excess of $10,000 to external parties? Yes ☒ No ☐
2. Does the **Applicant** provide training for staff members who transact funds in excess of $10,000 externally? Yes ☒ No ☐
3. Have there been any losses for a "Cyber Deception Event" in the past year in excess of $10,000? Yes ☐ No ☒
4. After inquiry of the "Control Group", as defined, have there been any claims or circumstances arising from "Cyber Deception Events" which may give rise to a claim that could be covered by the Cyber Deception coverage being applied for? Yes ☐ No ☒

Please note that the Cyber Deception Coverage applied will not attach to those matters identified above that are claims or may be reasonably expected to give rise to a claim, under the Cyber Deception Coverage.
"Cyber Deception Event" means:

1. The good faith transfer by "You" of "Your Organization's" funds or the transfer of "Your Goods", in lieu of payment, to a third party as a direct result of a "Cyber Deception", whereby "You" were directed to transfer "Goods" or pay funds to a third party under false pretences; or
2. The theft of "Your Organization’s" funds as a result of an unauthorized intrusion into or "Security Compromise" of "Your" "Computer System" directly enabled as a result of a "Cyber Deception".

"Control Group" means:
The board members, executive officers, Chief Technology Officer, Chief Information Officer, Risk Manager and General Counsel or their functional equivalents of “Your Organization”. This does not include any administrative staff who work in the offices of these named positions.

**REQUIRED FRAUD WARNING LANGUAGE:**

**It is a crime to knowingly and intentionally attempt to defraud an insurance company by providing false or misleading information or concealing material information during the application process or when filing a claim. Such conduct could result in your policy being voided and subject you to criminal and civil penalties.**

Signature of Applicant's Authorized Representative

Name (Printed)

Title

Date

MUNICIPAL ACCOUNTS
& CONSULTING, L.P.

# Williamson Liberty Hill Municipal Utility District

## Bookkeeper's Report

April 5, 2021

6500 River Place Blvd. • Building 4, Suite 104 • Austin, Texas 78730 • Phone: 512.782.2400 • Fax: 512.795.9968

Williamson Liberty Hill MUD - GOF

# Cash Flow Report - Checking Account

As of April 5, 2021

| Num | Name | Memo | Amount | Balance |
|---|---|---|---|---|
| BALANCE AS OF 02/23/2021 | | | | $979.28 |
| Receipts | | | | |
| | Interest Earned on Checking | | 0.01 | |
| | Miscellaneous Credit- Bank Fee Refund | | 20.93 | |
| | Wire Transfer from CPF | | 2,867.35 | |
| Total Receipts | | | | 2,888.29 |
| Disbursements | | | | |
| INT | First Citizens Bank | Bank Service Charge | (20.93) | |
| Total Disbursements | | | | (20.93) |
| BALANCE AS OF 04/05/2021 | | | | $3,846.64 |

FIRST CITIZENS BANK-CKING - #XXXX8970

Williamson Liberty Hill MUD - GOF

# Cash Flow Report - Bookkeepers Account

As of April 5, 2021

| Num | Name | Memo | Amount | Balance |
|---|---|---|---|---|
| BALANCE AS OF 02/23/2021 | | | | $5,000.00 |
| Receipts | | | | |
| | Transfer to Bookkeepers Account | | 22,532.62 | |
| Total Receipts | | | | 22,532.62 |
| Disbursements | | | | |
| 10306 | Williamson Central Appraisal District | 2nd Qtr CAD 2021 | (1,197.25) | |
| 10307 | Britt Fisher | Fees of Office 04/05/2021 | (138.53) | |
| 10308 | Kyle Spencer | Fees of Office 04/05/2021 | (138.52) | |
| 10309 | Matthew Smith | Fees of Office 04/05/2021 | (138.53) | |
| 10310 | Morris Green | Fees of Office 04/05/2021 | (138.53) | |
| 10311 | Scott Shepard | Fees of Office 04/05/2021 | (138.53) | |
| 10312 | Gray Engineering, Inc. | Engineering Fees | (5,110.37) | |
| 10313 | Maxwebs Co | Website | (400.00) | |
| 10314 | McCall Gibson Swedlund Barfoot PLLC | Auditing Fee | (2,750.00) | |
| 10315 | McLean & Howard L.L.P. | Legal Fees | (2,233.08) | |
| 10316 | Municipal Accounts & Consulting, L.P. | Bookkeeping Fees | (3,024.00) | |
| 10317 | Oteka's Water Design, Inc | Pond Maintenance | (750.00) | |
| 10318 | Woodlake Outdoor Inc. | Contract Maintenance | (4,606.47) | |
| 10319 | United States Treasury | 1Q2021 - 941 | (321.34) | |
| 10320 | McCall Gibson Swedlund Barfoot PLLC | Auditing Fee - SR2021 | (1,500.00) | |
| 10321 | Public Finance Group LLC - C | Financial Advisory - SR2021 | (1,067.35) | |
| ACH | Pedernales Electric Cooperative, Inc | Utilities | (910.31) | |
| ACH | Pedernales Electric Cooperative, Inc | Utilities | (858.50) | |
| Total Disbursements | | | | (25,421.31) |
| BALANCE AS OF 04/05/2021 | | | | $2,111.31 |

FIRST CITIZENS BANK-CKING - #XXXX8989

Williamson Liberty Hill MUD - CPF

# Cash Flow Report - Checking Account

As of April 5, 2021

| Num | Name | Memo | Amount | Balance |
|---|---|---|---|---|
| BALANCE AS OF 02/23/2021 | | | | $1.54 |
| Receipts | | | | |
| | SR 2021 Bond Proceeds | | 103,070.21 | |
| | SR 2021 Bond Proceeds | | 2,960,909.24 | |
| | Interest Earned on Checking | | 0.17 | |
| Total Receipts | | | | 3,063,979.62 |
| Disbursements | | | | |
| WIRE | F-L HM Owner, LP | SR 2021 - Developer Reimbursement | (2,694,161.26) | |
| WIRE | McCall Gibson Swedlund Barfoot PLLC | SR 2021 - Auditing Fees | (11,000.00) | |
| WIRE | McCall, Parkhurst & Horton LLP | SR2021 - Legal Fees | (16,000.00) | |
| WIRE | McLean & Howard, LLP | SR 2021 - Legal Fees | (67,950.00) | |
| WIRE | Moody's Investors Service, Inc. | SR2021-Bond Issuance Expenses | (9,750.00) | |
| WIRE | Municipal Accounts & Consulting, L.P. | SR 2021 - Bookkeeping Fees | (3,500.00) | |
| WIRE | Public Finance Group, LLC | SR 2021- Financial Advisor Fees | (85,098.19) | |
| WIRE | Texas Commission on Environmental Quality | SR2021 - TCEQ Fee | (8,237.50) | |
| WIRE | UMB Bank, NA | SR 2021- Paying Agent Fees | (400.00) | |
| WIRE | Williamson Liberty Hill MUD - Operating | SR 2021 - Reimburse Operating | (64,812.29) | |
| WIRE | Williamson Liberty Hill MUD - Operating | Wire Transfer to GOF | (2,867.35) | |
| WIRE | Texpool | Transfer to TXPL CPR SR 2021 | (100,104.57) | |
| Total Disbursements | | | | (3,063,881.16) |
| BALANCE AS OF 04/05/2021 | | | | $100.00 |

Williamson Liberty Hill Municipal Utility District

# Account Balances

As of April 5, 2021

| Financial Institution (Acct Number) | Issue Date | Maturity Date | Interest Rate | Account Balance | Notes |
|---|---|---|---|---|---|
| **Fund: Operating** | | | | | |
| Money Market Funds | | | | | |
| TEXPOOL (XXXX0004) | 03/16/2018 | | 0.03 % | 785,478.22 | |
| TEXPOOL (XXXX0006) | 01/07/2019 | | 0.03 % | 24,260.31 | Street Maintenanc |
| Checking Account(s) | | | | | |
| FIRST CITIZENS BANK-CKING (XXXX8970) | | | 0.01 % | 3,846.64 | Checking Account |
| FIRST CITIZENS BANK-CKING (XXXX8989) | | | 0.01 % | 2,111.31 | Bookkeepers |
| | | Totals for Operating Fund: | | $815,696.48 | |
| **Fund: Capital Projects** | | | | | |
| Money Market Funds | | | | | |
| TEXPOOL (XXXX0003) | 03/22/2018 | | 0.03 % | 6,367.81 | Series 2018 Road |
| TEXPOOL (XXXX0005) | 09/18/2018 | | 0.03 % | 109,488.61 | Series 2018A Road |
| TEXPOOL (XXXX0007) | 01/28/2020 | | 0.03 % | 57,140.80 | SR 2020 |
| TEXPOOL (XXXX0009) | 03/24/2021 | | 0.03 % | 100,103.03 | Series 2021 |
| Checking Account(s) | | | | | |
| FIRST CITIZENS BANK-CKING (XXXX5280) | | | 0.01 % | 100.00 | Checking Account |
| | | Totals for Capital Projects Fund: | | $273,200.25 | |
| **Fund: Debt Service** | | | | | |
| Money Market Funds | | | | | |
| TEXPOOL (XXXX0008) | 01/28/2020 | | 0.03 % | 477,070.95 | Utility |
| | | Totals for Debt Service Fund: | | $477,070.95 | |
| | | Grand total for Williamson Liberty Hill Municipal Utility District: | | $1,565,967.68 | |

Williamson Liberty Hill MUD - GOF

# Actual vs. Budget Comparison

February 2021

| | | February 2021 | | | October 2020 - February 2021 | | | Annual |
|---|---|---|---|---|---|---|---|---|
| | | Actual | Budget | Over / (Under) | Actual | Budget | Over / (Under) | Budget |
| **Revenues** | | | | | | | | |
| 14320 | Property Tax | 24,405 | 10,953 | 13,452 | 582,589 | 549,358 | 33,231 | 571,767 |
| 14325 | Property Tax Penalty | 0 | 42 | (42) | 0 | 208 | (208) | 500 |
| 14330 | Miscellaneous Income | 0 | 0 | 0 | 275 | 0 | 275 | 0 |
| 14360 | Interest Earned on Checking | 0 | 0 | 0 | 0 | 1 | (1) | 1 |
| 14370 | Interest Earned on Temp. Invest | 22 | 117 | (94) | 120 | 583 | (463) | 1,400 |
| **Total Revenues** | | 24,428 | 11,111 | 13,316 | 582,984 | 550,151 | 32,834 | 573,668 |
| **Expenditures** | | | | | | | | |
| 16160 | Utilities | 910 | 792 | 119 | 4,190 | 3,958 | 232 | 9,500 |
| 16237 | Water Acquisition Fee | 0 | 0 | 0 | 0 | 0 | 0 | 5,100 |
| 16320 | Tax Assessor/Appraisal | 0 | 0 | 0 | 1,330 | 1,075 | 255 | 4,000 |
| 16330 | Legal Fees | 2,133 | 2,917 | (784) | 7,352 | 14,583 | (7,232) | 35,000 |
| 16340 | Auditing Fees | 2,750 | 3,000 | (250) | 10,250 | 10,500 | (250) | 10,500 |
| 16350 | Engineering Fees | 2,233 | 3,333 | (1,100) | 9,354 | 16,667 | (7,313) | 40,000 |
| 16370 | Election Expense | 0 | 0 | 0 | 0 | 0 | 0 | 2,500 |
| 16430 | Bookkeeping Fees | 2,886 | 3,000 | (114) | 16,532 | 18,000 | (1,469) | 36,000 |
| 16455 | SB 622 Publications | 0 | 0 | 0 | 0 | 0 | 0 | 1,400 |
| 16460 | Printing & Office Supplies | 102 | 125 | (23) | 279 | 625 | (346) | 1,500 |
| 16470 | Filing Fees | 0 | 25 | (25) | 0 | 125 | (125) | 300 |
| 16480 | Delivery Expense | 101 | 167 | (66) | 229 | 833 | (604) | 2,000 |
| 16490 | Financial Advisor Fees | 0 | 167 | (167) | 1,980 | 833 | 1,147 | 2,000 |
| 16510 | Pond Maintenance | 750 | 1,167 | (417) | 3,000 | 5,833 | (2,833) | 14,000 |
| 16515 | Landscape Fees | 1,535 | 2,292 | (756) | 7,677 | 11,458 | (3,781) | 27,500 |
| 16516 | Landscape Fees - Trail | 0 | 0 | 0 | 23,796 | 6,000 | 17,796 | 6,000 |
| 16520 | Postage | 21 | 13 | 9 | 69 | 63 | 7 | 150 |
| 16530 | Insurance & Surety Bond | 0 | 0 | 0 | 0 | 0 | 0 | 4,000 |
| 16540 | Travel Expense | 0 | 21 | (21) | 0 | 104 | (104) | 250 |
| 16550 | Street Maintenance | 2,577 | 2,500 | 77 | 2,577 | 2,500 | 77 | 25,000 |
| 16560 | Miscellaneous Expense | 65 | 271 | (206) | 280 | 1,354 | (1,075) | 3,250 |
| 16600 | Payroll Expense | 1,453 | 917 | 537 | 4,521 | 4,583 | (62) | 11,000 |
| **Total Expenditures** | | 17,517 | 20,704 | (3,188) | 93,416 | 99,096 | (5,680) | 240,950 |
| **Excess Revenues (Expenditures)** | | $6,911 | ($9,593) | $16,504 | $489,568 | $451,055 | $38,514 | $332,718 |

Williamson Liberty Hill MUD - GOF

# Balance Sheet

As of February 28, 2021

| | Feb 28, 21 |
|---|---|
| ASSETS | |
| Current Assets | |
| Checking/Savings | |
| 11100 · Cash in Bank | 979 |
| 11200 · Bookkeepers | 4,090 |
| Total Checking/Savings | 5,069 |
| Other Current Assets | |
| 11300 · Time Deposits | 807,866 |
| 11520 · Maintenance Tax Receivable | 2,790 |
| 11730 · Due From DSF | 24,405 |
| 11740 · Due From CPF | 2,867 |
| 11760 · Due From Bank | 69 |
| Total Other Current Assets | 837,998 |
| Total Current Assets | 843,067 |
| TOTAL ASSETS | 843,067 |
| LIABILITIES & EQUITY | |
| Liabilities | |
| Current Liabilities | |
| Accounts Payable | |
| 12000 · Accounts Payable | 19,506 |
| Total Accounts Payable | 19,506 |
| Other Current Liabilities | |
| 12100 · Payroll Liabilities | 321 |
| 12780 · Deferred Inflows - Property Tax | 2,790 |
| Total Other Current Liabilities | 3,112 |
| Total Current Liabilities | 22,617 |
| Total Liabilities | 22,617 |
| Equity | |
| 13010 · Unassigned Fund Balance | 330,881 |
| Net Income | 489,568 |
| Total Equity | 820,449 |
| TOTAL LIABILITIES & EQUITY | 843,067 |

Williamson Liberty Hill Municipal Utility District

# District Debt Service Payments

03/01/2021 - 02/28/2022

| Paying Agent | Series | Date Due | Date Paid | Principal | Interest | Total Due |
|---|---|---|---|---|---|---|
| Debt Service Payment Due 03/01/2021 | | | | | | |
| UMB | 2018 - Road | 03/01/2021 | 02/26/2021 | 0.00 | 42,076.87 | 42,076.87 |
| UMB | 2018A - Road | 03/01/2021 | 02/26/2021 | 0.00 | 44,316.87 | 44,316.87 |
| UMB | 2020 - WS&D | 03/01/2021 | 02/26/2021 | 0.00 | 29,466.25 | 29,466.25 |
| | | | Total Due 03/01/2021 | 0.00 | 115,859.99 | 115,859.99 |
| Debt Service Payment Due 09/01/2021 | | | | | | |
| UMB | 2018 - Road | 09/01/2021 | | 75,000.00 | 42,077.00 | 117,077.00 |
| UMB | 2018A - Road | 09/01/2021 | | 20,000.00 | 44,317.00 | 64,317.00 |
| UMB | 2020 - WS&D | 09/01/2021 | | 5,000.00 | 29,466.25 | 34,466.25 |
| UMB | 2021 - WS&D | 09/01/2021 | | 5,000.00 | 33,915.07 | 38,915.07 |
| | | | Total Due 09/01/2021 | 105,000.00 | 149,775.32 | 254,775.32 |
| | | | District Total | $105,000.00 | $265,635.31 | $370,635.31 |

# WILLIAMSON LIBERTY HILL

**TAX ANALYSIS FISCAL YEAR END 09/30/21**

| | 2020 | | | TOTALS | | |
|---|---|---|---|---|---|---|
| **PERCENTAGE** | **MO 0.7189** | **DEBT SVC 0.2811** | **TOTAL 2020** | **MO** | **DEBT SVC** | **TOTAL** |
| **PFY BALANCE** | | | | 0.00 | 0.00 | **0.00** |
| **TAX LEVY** | **586,506.51** | **229,278.53** | **815,785.04** | 586,506.51 | 229,278.53 | **815,785.04** |
| COLLECTIONS: | | | | | | |
| OCT 20 | | | | | | |
| TAXES | 15,053.96 | 5,884.93 | 20,938.89 | 15,053.96 | 5,884.93 | 20,938.89 |
| PENALTY | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | 15,053.96 | 5,884.93 | **20,938.89** |
| NOV 20 | | | | | | |
| TAXES | 30,035.70 | 11,741.63 | 41,777.33 | 30,035.70 | 11,741.63 | 41,777.33 |
| PENALTY | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | 30,035.70 | 11,741.63 | **41,777.33** |
| DEC 20 | | | | | | |
| TAXES | 303,595.06 | 118,682.11 | 422,277.17 | 303,595.06 | 118,682.11 | 422,277.17 |
| PENALTY | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | 303,595.06 | 118,682.11 | **422,277.17** |
| JAN 21 | | | | | | |
| TAXES | 209,498.91 | 81,897.81 | 291,396.72 | 209,498.91 | 81,897.81 | 291,396.72 |
| PENALTY | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | 209,498.91 | 81,897.81 | **291,396.72** |
| FEB 21 | | | | | | |
| TAXES | 24,405.31 | 9,540.58 | 33,945.89 | 24,405.31 | 9,540.58 | 33,945.89 |
| PENALTY | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | 24,405.31 | 9,540.58 | **33,945.89** |
| MAR 21 | | | | | | |
| TAXES | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| PENALTY | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | 0.00 | 0.00 | **0.00** |
| APR 21 | | | | | | |
| TAXES | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| PENALTY | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | 0.00 | 0.00 | **0.00** |
| MAY 21 | | | | | | |
| TAXES | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| PENALTY | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | 0.00 | 0.00 | **0.00** |
| JUNE 21 | | | | | | |
| TAXES | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| PENALTY | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | 0.00 | 0.00 | **0.00** |
| JULY 21 | | | | | | |
| TAXES | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| PENALTY | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | 0.00 | 0.00 | **0.00** |
| AUG 21 | | | | | | |
| TAXES | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| PENALTY | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | 0.00 | 0.00 | **0.00** |
| SEPT 21 | | | | | | |
| TAXES | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| PENALTY | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | 0.00 | 0.00 | **0.00** |
| TAXES | 582,588.93 | 227,747.07 | 810,336.00 | 582,588.94 | 227,747.06 | 810,335.89 |
| PENALTY | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTALS | 582,588.93 | 227,747.07 | 810,336.00 | 582,588.94 | 227,747.06 | **810,335.89** |
| ADJUSTMENTS | (1,127.41) | (440.73) | (1,568.14) | (1,127.41) | (440.73) | **(1,568.14)** |
| ROLLBACK | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | **0.00** |
| **TAX REC @ 02/28/21** | **2,790.16** | **1,090.74** | **3,880.90** | 2,790.16 | 1,090.74 | **3,880.90** |
| | | | **99.52%** | | | |
| TAX RATES | 0.6830 | 0.2670 | 0.9500 | | | |

# WILLIAMSON LIBERTY HILL MUD

## Capital Projects Fund Breakdown

**4/5/2021**

---

**Net Proceeds for All Bond Issues**

| | |
|---|---|
| Checking Account | $0.00 |

**Receipts**

| | |
|---|---|
| Series 2018 Road Bond - Bond Proceeds | 2,410,000.00 |
| Series 2018 Road Bond - Interest Earnings | 219.48 |
| Series 2018A Road Bond - Bond Proceeds | 2,500,000.00 |
| Series 2018A Road Bond - Interest Earnings | 3,091.35 |
| Series 2020 Utility Bond - Bond Proceeds | 2,100,000.00 |
| Series 2020 Utility Bond - Interest Earnings | 124.91 |
| Series 2021 Utility Bond - Bond Proceeds | 3,295,000.00 |
| Series 2021 Utility Bond - Interest Earnings | 0.17 |

**Disbursements**

| | |
|---|---|
| Series 2018 Road Bond - Disbursements (Attach | (2,403,851.67) |
| Series 2018A Road Bond - Disbursements (Atta | (2,393,602.74) |
| Series 2020 Utility Bond - Disbursements (Attac | (2,042,984.11) |
| Series 2021 Utility Bond - Disbursements (Attac | (3,194,797.14) |
| **Total Cash Balance** | 273,200.25 |

---

**Balances by Account**

| | |
|---|---|
| First Citizens Bank | $100.00 |
| Texpool - SR 2018 | $6,367.81 |
| Texpool - SR 2018A | $109,488.61 |
| Texpool - SR 2020 | $57,140.80 |
| Texpool - SR 2021 | $100,103.03 |
| **Total Cash Balance** | $273,200.25 |

---

**Balances by Bond Series**

| | |
|---|---|
| Beginning Balance | $0.00 |
| Series 2018 Road Bond - Bond Proceeds | $6,367.81 |
| Series 2018A Road Bond - Bond Proceeds | $109,488.61 |
| Series 2020 Utility Bond - Bond Proceeds | $57,140.80 |
| Series 2021 Utility Bond - Bond Proceeds | $100,203.03 |
| **Total Cash Balance** | $273,200.25 |

---

**Remaining Costs/Surplus By Bond Series**

| | |
|---|---|
| Series 2018 Road Bond - Remaining Cost | $0.00 |
| Series 2018A Road Bond - Remaining Cost | $0.00 |
| Series 2020 Utility Bond - Remaining Cost | $0.00 |
| Series 2021 Utility Bond - Remaining Cost | $0.00 |
| **Total Amount in Remaining Costs** | $0.00 |

| | |
|---|---|
| Series 2018 Road Bond - Surplus & Interest | $6,367.81 |
| Series 2018A Road Bond - Surplus & Interest | $109,488.61 |
| Series 2020 Utility Bond - Surplus & Interest | $57,140.80 |
| Series 2021 Utility Bond - Surplus & Interest | $100,203.03 |
| **Total Surplus & Interest Balance** | $273,200.25 |
| **Total Remaining Costs/Surplus** | $273,200.25 |

**WILLIAMSON LIBERTY HILL MUD**
**COST COMPARISON**

**$3,295,000 SERIES 2021 UNLIMITED TAX BOND**
**4/5/2021**

| | Use of Proceeds | Actual Cost | Remaining Cost | Variances (Under)/Over |
|---|---|---|---|---|
| **District Items** | | - | | 0 |
| **1.** Highland Meadows Lift Station and force Main Improvements | 273,600 | 273,600 | 0 | 0 |
| **2.** Prepaid Water Impact Fees | 658,300 | 658,300 | 0 | 0 |
| **3.** New Water Impact Fees | 66,700 | 159,183 | 0 | (92,483) |
| **4.** Prepaid Wastewater Impact Fees | 765,000 | 765,000 | 0 | 0 |
| **5.** New Wastewater Impact Fees | 80,500 | - | 0 | 80,500 |
| **6.** Land Acquisition Costs | 748,507 | 733,185 | 0 | 15,322 |
| **Total Construction Costs** | $2,592,607 | $2,589,268 | $0 | $3,339 |
| **Nonconstruction Costs** | | | | |
| A. Legal Fees | 67,950 | 67,950 | 0 | 0 |
| B. Financial Advisor Fees | 82,375 | 82,375 | 0 | 0 |
| C. Interest | | | | |
| 1. Capitalized Interest | 140,966 | 140,966 | 0 | (0) |
| 2. Developer Interest | 101,997 | 54,894 | 0 | (47,103) |
| D. Bond Discount | 90,055 | 90,055 | 0 | (0) |
| E. Bond Issuance Expenses | 26,088 | 46,791 | 0 | 20,703 |
| F. Bond Application Report Costs | 49,425 | 60,967 | 0 | 11,542 |
| G. Operating Expenses | 50,000 | 50,000 | 0 | 0 |
| H. Attorney General Fee | 3,295 | 3,295 | 0 | 0 |
| I. TCEQ Bond Issuance Fee | 8,238 | 8,238 | 0 | (1) |
| J. Contingency | 82,004 | - | 0 | (82,004) |
| **Total Nonconstruction Costs** | 702,393 | 605,530 | - | (96,863) |
| **Total Bond Issue Requirement** | $3,295,000 | $3,194,797 | $ - | $ 100,202.86 |

| | |
|---|---|
| Total Funds | $100,202.86 |
| Interest Earned & Service Charges | 0.17 |
| | **$100,203.03** |

MUNICIPAL ACCOUNTS & CONSULTING, L.P.

# Williamson Liberty Hill
# Municipal Utility District
## Quarterly Investment Inventory Report
## Period Ending December 31, 2020

BOARD OF DIRECTORS
Williamson Liberty Hill
Municipal Utility District

Attached is the Quarterly Investment Inventory Report for the Period ending December 31, 2020.

This report and the District's investment portfolio are in compliance with the investment strategies expressed in the Districts's investment policy, and the Public Funds Investment Act.

I, hereby certify that, pursuant to Senate Bill 253 and in connection with the preparation of the investment report, I have reviewed the divestment lists prepared and maintained by the Texas Comptroller of Public Accounts, and the District does not own direct or indirect holdings in any companies identified on such lists.

Mark M. Burton
(Investment Officer)

Ghia Lewis
(Investment Officer)

COMPLIANCE TRAINING

HB 675 states the Investment Officer must attend at least one training seminar for (6) six hours Within twelve months of taking office and requires at least (4) four hours training within each (2) two year period thereafter.

| INVESTMENT OFFICERS | CURRENT TRAINING |
|---|---|
| Mark M. Burton | November 5, 2011 (Texpool Academy 10 Hours)<br>November 5, 2013 (Texpool Academy 10 Hours)<br>November 27, 2015 (Texpool Academy 10 Hours)<br>December 26, 2017 (Texpool Academy 10 Hours)<br>January 9, 2020 (TexPool Academy 12 Hours) |
| Ghia Lewis | October 25, 2011 (Texpool Academy 10 Hours)<br>November 7, 2013 (Texpool Academy 10 Hours)<br>November 5, 2015 (Texpool Academy 10 Hours)<br>November 6, 2017 (Texpool Academy 10 Hours)<br>November 5, 2019 (Texpool Academy 10 Hours) |



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Williamson Liberty Hill Municipal Utility District

# Summary of Money Market Funds

10/01/2020 - 12/31/2020

**Fund: Operating**

**Financial Institution: TEXPOOL**

**Account Number: XXXX0004 Date Opened: 03/16/2018 Current Interest Rate: 0.09%**

| Date | Description | Begin Balance | Cash Added | Cash Withdrawn | Int. Earned | End Balance |
|---|---|---|---|---|---|---|
| 10/01/2020 | | 282,240.79 | | | | |
| 10/05/2020 | TRF TO BK | | | (6,700.01) | | |
| 10/31/2020 | TRF TO BK | | | (6,046.95) | | |
| 10/31/2020 | | | | | 31.20 | |
| 11/30/2020 | | | | | 27.28 | |
| 12/07/2020 | TAX TRANSFER | | 15,053.96 | | | |
| 12/07/2020 | TRF TO BK | | | (17,875.82) | | |
| 12/31/2020 | TAX TRF | | 30,035.70 | | | |
| 12/31/2020 | TRF TO BK | | | (44,034.57) | | |
| 12/31/2020 | | | | | 20.29 | |
| | **Totals for Account XXXX0004:** | $282,240.79 | $45,089.66 | ($74,657.35) | $78.77 | $252,751.87 |

**Account Number: XXXX0006 Date Opened: 01/07/2019 Current Interest Rate: 0.09%**

| Date | Description | Begin Balance | Cash Added | Cash Withdrawn | Int. Earned | End Balance |
|---|---|---|---|---|---|---|
| 10/01/2020 | | 0.53 | | | | |
| 10/31/2020 | | | | | 0.00 | |
| 11/30/2020 | | | | | 0.00 | |
| 12/31/2020 | | | | | 0.00 | |
| | **Totals for Account XXXX0006:** | $0.53 | | | $0.00 | $0.53 |
| | **Totals for Operating Fund:** | $282,241.32 | $45,089.66 | ($74,657.35) | $78.77 | $252,752.40 |



**Methods Used For Reporting Market Values**

| | |
|---|---|
| Certificates of Deposits: | Face Value Plus Accrued Interest |
| Securities/Direct Government Obligations: | Market Value Quoted by the Seller of the Security and Confirmed in Writting |
| Public Fund Investment Pool/MM Accounts: | Balance = Book Value = Current Market |

Williamson Liberty Hill Municipal Utility District

# Summary of Money Market Funds

10/01/2020 - 12/31/2020

**Fund: Capital Projects**

**Financial Institution: TEXPOOL**

**Account Number: XXXX0003 Date Opened: 03/22/2018 Current Interest Rate: 0.09%**

| Date | Description | Begin Balance | Cash Added | Cash Withdrawn | Int. Earned | End Balance |
|---|---|---|---|---|---|---|
| 10/01/2020 | | 6,365.36 | | | | |
| 10/31/2020 | | | | | 0.63 | |
| 11/30/2020 | | | | | 0.60 | |
| 12/31/2020 | | | | | 0.56 | |
| | **Totals for Account XXXX0003:** | $6,365.36 | | | $1.79 | $6,367.15 |

**Account Number: XXXX0005 Date Opened: 09/18/2018 Current Interest Rate: 0.09%**

| Date | Description | Begin Balance | Cash Added | Cash Withdrawn | Int. Earned | End Balance |
|---|---|---|---|---|---|---|
| 10/01/2020 | | 109,445.70 | | | | |
| 10/31/2020 | | | | | 12.40 | |
| 11/30/2020 | | | | | 11.08 | |
| 12/31/2020 | | | | | 8.43 | |
| | **Totals for Account XXXX0005:** | $109,445.70 | | | $31.91 | $109,477.61 |

**Account Number: XXXX0007 Date Opened: 01/28/2020 Current Interest Rate: 0.09%**

| Date | Description | Begin Balance | Cash Added | Cash Withdrawn | Int. Earned | End Balance |
|---|---|---|---|---|---|---|
| 10/01/2020 | | 57,116.83 | | | | |
| 10/31/2020 | | | | | 6.44 | |
| 11/30/2020 | | | | | 5.77 | |
| 12/31/2020 | | | | | 4.41 | |
| | **Totals for Account XXXX0007:** | $57,116.83 | | | $16.62 | $57,133.45 |
| | **Totals for Capital Projects Fund:** | $172,927.89 | | | $50.32 | $172,978.21 |

**Methods Used For Reporting Market Values**

| | |
|---|---|
| Certificates of Deposits: | Face Value Plus Accrued Interest |
| Securities/Direct Goverment Obligations: | Market Value Quoted by the Seller of the Security and Confirmed in Writting |
| Public Fund Investment Pool/MM Accounts: | Balance = Book Value = Current Market |

Williamson Liberty Hill Municipal Utility District

# Summary of Money Market Funds

10/01/2020 - 12/31/2020

**Fund: Debt Service**

**Financial Institution: TEXPOOL**

**Account Number: XXXX0001 Date Opened: 05/31/2018 Current Interest Rate: 0.09%**

| Date | Description | Begin Balance | Cash Added | Cash Withdrawn | Int. Earned | End Balance |
|---|---|---|---|---|---|---|
| 10/01/2020 | | 0.00 | | | | |
| 10/31/2020 | | | | | 0.34 | |
| 10/31/2020 | TAX 10/20 | | 14,159.45 | | | |
| 10/31/2020 | TAX 10/20 DIT | | 6,779.44 | | | |
| 11/30/2020 | | | | | 3.58 | |
| 11/30/2020 | TAX 11/20 | | 37,087.81 | | | |
| 11/30/2020 | TAX 11/20 - DIT | | 4,689.52 | | | |
| 12/07/2020 | TRANSFER TO GOF | | | (15,053.96) | | |
| 12/07/2020 | TRANSFER TO DSF | | | (5,885.27) | | |
| 12/31/2020 | TRF TO GOF | | | (30,035.70) | | |
| 12/31/2020 | TRF TO DSF | | | (11,745.21) | | |
| 12/31/2020 | | | | | 15.35 | |
| 12/31/2020 | TAX 12/20 | | 414,887.05 | | | |
| 12/31/2020 | TAX 12/20 - DIT | | 7,257.52 | | | |
| | **Totals for Account XXXX0001:** | $0.00 | $484,860.79 | ($62,720.14) | $19.27 | $422,159.92 |

**Account Number: XXXX0002 Date Opened: 03/22/2018 Current Interest Rate: 0.09%**

| Date | Description | Begin Balance | Cash Added | Cash Withdrawn | Int. Earned | End Balance |
|---|---|---|---|---|---|---|
| 10/01/2020 | | 133,444.17 | | | | |
| 10/31/2020 | | | | | 15.12 | |
| 11/30/2020 | | | | | 13.51 | |
| 12/07/2020 | TO CLOSE | | | (133,472.80) | | |
| 12/31/2020 | | | | | 0.00 | |
| | **Totals for Account XXXX0002:** | $133,444.17 | | ($133,472.80) | $28.63 | $0.00 |

**Account Number: XXXX0008 Date Opened: 01/28/2020 Current Interest Rate: 0.09%**

| Date | Description | Begin Balance | Cash Added | Cash Withdrawn | Int. Earned | End Balance |
|---|---|---|---|---|---|---|
| 10/01/2020 | | 91,023.08 | | | | |
| 10/31/2020 | | | | | 10.34 | |
| 11/30/2020 | | | | | 9.21 | |
| 12/07/2020 | TAX TRANSFER | | 5,885.27 | | | |
| 12/07/2020 | TRF FROM DSF ROADS | | 133,472.80 | | | |

**Methods Used For Reporting Market Values**

| | |
|---|---|
| Certificates of Deposits: | Face Value Plus Accrued Interest |
| Securities/Direct Goverment Obligations: | Market Value Quoted by the Seller of the Security and Confirmed in Writting |
| Public Fund Investment Pool/MM Accounts: | Balance = Book Value = Current Market |

Williamson Liberty Hill Municipal Utility District

# Summary of Money Market Funds

10/01/2020 - 12/31/2020

**Fund: Debt Service**

**Financial Institution: TEXPOOL**

**Account Number: XXXX0008 Date Opened: 01/28/2020 Current Interest Rate: 0.09%**

| Date | Description | Begin Balance | Cash Added | Cash Withdrawn | Int. Earned | End Balance |
|---|---|---|---|---|---|---|
| 12/31/2020 | TAX TRF | | 11,745.21 | | | |
| 12/31/2020 | | | | | 18.02 | |
| | **Totals for Account XXXX0008:** | $91,023.08 | $151,103.28 | | $37.57 | $242,163.93 |
| | **Totals for Debt Service Fund:** | $224,467.25 | $635,964.07 | ($196,192.94) | $85.47 | $664,323.85 |



**Methods Used For Reporting Market Values**

| | |
|---|---|
| Certificates of Deposits: | Pace Value Plus Accrued Interest |
| Securities/Direct Goverment Obligations: | Market Value Quoted by the Seller of the Security and Confirmed in Writting |
| Public Fund Investment Pool/MM Accounts: | Balance = Book Value = Current Market |

**Gray Engineering**
8834 N. Capital of Texas Highway, Suite 140
Austin, TX 78759
(512) 452-0371

Williamson-Liberty Hill MUD (1548)
c/o Municipal Accounts & Consulting, LP
8834 N. Capital of Texas Highway, Suite 150
Austin, TX 78759

Invoice number 58341
Date 03/01/2021

Project **9909 District Engineer - Williamson-Liberty Hill MUD**

**Invoice Summary**

| Description | Current Billed |
|---|---|
| DISTRICT ENGINEERING SERVICES | 2,233.45 |
| Total | 2,233.45 |

**Professional Fees**

| | Hours | Rate | Billed Amount |
|---|---|---|---|
| Principal | | | |
| David W. Gray | | | |
| Billable Time | 4.50 | 300.00 | 1,350.00 |
| *Review and execute updated ERV.* | | | |
| *Preparation for, attendance, and follow up from Board meeting.* | | | |
| *Review and execute representation letters for auditor and update report for Board meeting.* | | | |
| *Update documents for Board meeting. Preparation for, attendance and follow up from Board meeting.* | | | |
| *Follow up on District approval of pay estimates.* | | | |
| Project Manager | | | |
| Richard Grayum | | | |
| Billable Time | 2.00 | 240.8916 | 481.78 |
| *Lennar & Village Builders Austin request for approval information in 2D.* | | | |
| *Update and distribute Engineering Report for District Meeting.* | | | |
| Project Rep | | | |
| L. Mike Williams | | | |
| Billable Time | 1.00 | 172.9439 | 172.94 |
| *Go to the District and check the water levels at the ponds. Take measurements at the Phase 3 pond.* | | | |
| Administration | | | |
| Alissa Dierksen | | | |
| Billable Time | 1.75 | 130.7019 | 228.73 |
| *Complete and return signed Letter of Representation to Clayton Chandler for 2nd Williamson-Liberty Hill utility bond issue.* | | | |
| *Prepare and distribute Engineer Letter of Representation and return to Ashlee Martin.* | | | |
| *Prepare and distribute engineering report and attachment.* | | | |
| *Review Morris Green executed Highland Meadows Ph. 4B Pay Request No. 1, approved at February 22nd Board meeting, and save to files.* | | | |
| Professional Fees subtotal | 9.25 | | 2,233.45 |

Invoice total **2,233.45**

Approved by:

David W. Gray
President

*Payments are due 30 days from date of invoice. Please reference this invoice number on your check. Thank you.*

**Gray Engineering**
8834 N. Capital of Texas Highway, Suite 140
Austin, TX 78759
(512) 452-0371

Williamson-Liberty Hill MUD (1548)
c/o Municipal Accounts & Consulting, LP
8834 N. Capital of Texas Highway, Suite 150
Austin, TX 78759

Invoice number 58342
Date 03/01/2021

Project **11307 Roadway Maintenance Plan**

---

**Miscellaneous Consultation**

Professional Fees

| | Hours | Rate | Billed Amount |
|---|---|---|---|
| Project Manager | | | |
| Richard Grayum | 3.00 | 240.8916 | 722.67 |
| *Provide Direction on Maps for roadway maintenance.*<br>*Update to District maps to detail roadway maintenance requirements.* | | | |
| EIT | | | |
| Ian Hull | 0.50 | 125.534 | 62.77 |
| *CAD Assistance.* | | | |
| Design Tech | | | |
| Randy Bailey | 14.00 | 75.02 | 1,050.28 |
| *Update Roadway and Maintenance Map.*<br>*Update Roadway and Maintenance Map.* | | | |
| Phase subtotal | | | 1,835.72 |

Invoice total **1,835.72**

Approved by:

David W. Gray
President

*Payments are due 30 days from date of invoice. Please reference this invoice number on your check. Thank you.*

**Gray Engineering**
8834 N. Capital of Texas Highway, Suite 140
Austin, TX 78759
(512) 452-0371

Williamson-Liberty Hill MUD (1548)
c/o Municipal Accounts & Consulting, LP
8834 N. Capital of Texas Highway, Suite 150
Austin, TX 78759

Invoice number 58343
Date 03/01/2021

Project **11402 $3,295,000 Second Bond Issue**

---

**Miscellaneous Plan Revisions**

Professional Fees

| | Hours | Rate | Billed Amount |
|---|---|---|---|
| Principal | | | |
| David W. Gray | 1.00 | 300.00 | 300.00 |
| *Preparation of Engineer's Letter of Representation for bond counsel.* | | | |

Invoice total **300.00**

Approved by:

David W. Gray
President

*Payments are due 30 days from date of invoice. Please reference this invoice number on your check. Thank you.*

**Gray Engineering**
8834 N. Capital of Texas Highway, Suite 140
Austin, TX 78759
(512) 452-0371

Williamson-Liberty Hill MUD (1548)
c/o Municipal Accounts & Consulting, LP
8834 N. Capital of Texas Highway, Suite 150
Austin, TX 78759

Invoice number 58344
Date 03/01/2021

Project **11408 Street Maintenance**

---

**Miscellaneous Consultation**

Professional Fees

| | Hours | Rate | Billed Amount |
|---|---|---|---|
| Project Manager | | | |
| Richard Grayum | 2.00 | 240.8916 | 481.78 |
| *Phone call from Counsel (Corbett) regarding missing and downed street signs (HiPlnsPs and CrkPlmCt) in 2E. Question about maintenance of sign responsibility, so I requested confirmation from Wilco (Boatright). Commmunicated with Wilco (Boatright) and confirmed missing and damaged street signs are the responsibility of the MUD. Communicated this to Field for request to replace and to HOA (Tukness).* | | | |
| Project Rep | | | |
| L. Mike Williams | 1.50 | 172.9439 | 259.42 |
| *Go to the District to look at street sign complaints. Look at the damaged signs and the additional street sign location as requested.*<br>*Phone call and email with description to a contractor to replace damaged street signs in the District.* | | | |
| | | Phase subtotal | 741.20 |

Invoice total **741.20**

Approved by:

David W. Gray
President

*Payments are due 30 days from date of invoice. Please reference this invoice number on your check. Thank you.*

# Maxwebs Company

11004 Froke Cedar Trail
Austin, TX 78750

# Invoice

| Date | Invoice # |
|---|---|
| 3/3/2021 | 2537 |

Bill To

Williamson-Liberty Hill MUD
tkolmodin@municipalaccounts.com

| P.O. No. | Terms | Due Date | Account # |
|---|---|---|---|
| | Net 30 | 4/2/2021 | WLHMUD |

| Description | Qty | Rate | Amount |
|---|---|---|---|
| Annual Subscription Fee<br>for web posting 4/1/21 to 4/1/22 | 1 | 400.00 | 400.00 |

| | |
|---|---|
| **Total** | $400.00 |
| **Payments/Credits** | $0.00 |
| **Balance Due** | $400.00 |

# *McCALL GIBSON SWEDLUND BARFOOT PLLC*

*Certified Public Accountants*

*13100 Wortham Center Drive*
*Suite 235*
*Houston, Texas 77065-5610*
*(713) 462-0341*
*Fax (713) 462-2708*

*PO Box 29584*
*Austin, TX 78755-5126*
*(512) 610-2209*
*www.mgsbpllc.com*
*E-Mail: mgsb@mgsbpllc.com*


February 16, 2021

Williamson-Liberty Hill
Municipal Utility District
c/o Municipal Accounts & Consulting, LP
6500 River Place Blvd.
Bldg 4, Suite 104
Austin, TX 78730

Client Number: 796-50

Audit of Williamson-Liberty Hill Municipal Utility District as of September 30, 2020, and for the year then ended including discussion of the audit report and supplemental information with the Board of Directors and completion of nonattest services including the preparation of the financial statements, preparation of the appropriate capital asset schedules including calculation of depreciation on the capital assets and preparation of the journal entries to convert the fund financial statements to the government-wide financial statements as required by generally accepted accounting principles.

| | |
|---|---|
| Annual Audit Fee | $ 10,000.00 |
| Copies and report production | 250.00 |
| Less Interim Billing | (7,500.00) |
| Balance Due | $ 2,750.00 |

We appreciate having you as client!

Chris Swedlund

***Please remit to:***
***13100 Wortham Center Dr., Suite 235, Houston, TX 77065***

# *McLean & Howard, L.L.P.*

901 S. Mopac Expressway
Building 2, Suite 225
Austin, TX 78746

Ph: 512-328-2008 Fax:512-328-2409


Williamson Liberty Hill MUD

6500 River Place Boulevard
Building 4, Suite 104
Austin, TX 78730

February 28, 2021

File #: 2355-001

**Attention:** Municipal Accnts & Consulting

Inv #: 38907

**RE:** General

| DATE | DESCRIPTION | HOURS | AMOUNT | LAWYER |
|---|---|---|---|---|
| Feb-02-21 | Prepare for and participate in Board of Directors' meeting. | 1.00 | 325.00 | ASC |
| | Attend Board meeting. Draft minutes from Board meeting and arrange for execution of documents. File Special Purpose District Report with Texas Comptroller. File Audit with TCEQ. Transmit audit to financial advisor for filing with MSRB. | 3.50 | 420.00 | LJH |
| Feb-10-21 | Arrange for Investment Policy to be executed. | 0.50 | 60.00 | LJH |
| Feb-15-21 | Prepare meeting agenda. Prepare Receipt and Conveyance for capacity rights to be purchased by District from Developer. | 1.60 | 520.00 | ASC |
| Feb-18-21 | Arrange for agenda posting. | 0.50 | 60.00 | LJH |
| Feb-19-21 | Prepare minutes from prior meeting. Prepare Amendment to District Information Form. Prepare Board packet documentation. | 1.50 | 487.50 | ASC |
| Feb-22-21 | Prepare for and participate in meeting of the Board of Directors. | 0.80 | 260.00 | ASC |
| | Totals | 9.40 | $2,132.50 | |

| DISBURSEMENTS | | Disbursements | Receipts |
|---|---|---|---|
| Feb-15-21 | Delivery to Scott Shepard on 1/26/2021 | 100.58 | |

| | | |
|---|---|---|
| Totals | $100.58 | $0.00 |
| **Total Fees, Disbursements** | | **$2,233.08** |
| Previous Balance | | $2,402.56 |
| Previous Payments | | $2,402.56 |
| **Balance Due Now** | | **$2,233.08** |

MUNICIPAL ACCOUNTS
& CONSULTING, L.P.

# Invoice

Williamson-Liberty Hill MUD
6500 River Place Blvd
Bldg 4, Suite 104
Austin, TX 78730

| Date | Invoice # |
|---|---|
| 2/28/2021 | 68093 |

| Description | Amount |
|---|---|
| Monthly Bookkeeping | 2,250.00 |
| Preparation of 1099s and 1096 tax forms | 400.00 |
| Preparation of annual audit schedules | 29.75 |
| Additional report preparation | 175.00 |
| Retrievals/Returns | 31.25 |
| Document Storage & Retention Service | 5.00 |
| Data Storage | 10.00 |
| Postage | 21.00 |
| Xerox | 102.00 |
| Total Reimbursable Expenses | 138.00 |
| **Total** | $3,024.00 |

**Total Outstanding Balance** $10,164.95

611 LONGMIRE RD. • SUITE 1 • CONROE, TX 77304 • PHONE 936-756-1644 • FAX 936-756-1844
6500 RIVER PLACE BLVD • BUILDING 4, SUITE 104 • AUSTIN, TX 78730 • PHONE 512-782-2400 • FAX 512-795-9968
1281 BRITTMOORE RD • HOUSTON, TX 77043 • PHONE 713-623-4539 • FAX 713-629-6859

OTEKA'S WATER DESIGN, INC

201 LIBERTY HILLS LANE
LIBERTY HILLS, TX 78642
512-515-5322

# Invoice

| Date | Invoice # |
|---|---|
| 3/1/2021 | 13756 |

**Bill To**

Taylor Kolmodin/Katherine Turner
Municipal Accounts & Consulting, L.P. c/o
6500 River Place Blvd
Bldg 4, Suite 104
Austin, TX 78730

| P.O. No. | Terms |
|---|---|
| | |

| Description | Rate | Serviced Through | Amount |
|---|---|---|---|
| Orchard Ridge Wet Pond:<br><br>WILLIAMSON LIBERTY HILL<br><br>Weeding the circumference of this pond for cattails, willows and cottonwoods.<br>Picked up and removed all trash from in and around the pond.<br><br>We are adding black dye and enzymes to the pond.<br><br>This pond was serviced on: 2/1 and 2/23 | 750.00 | 2/28/2021 | 750.00 |

Thank you for allowing us to help with your maintenance needs.

**Total** $750.00

**Balance Due** $750.00

WOODLAKE OUTDOOR
Commercial Landscape & Stone Masonry

# Invoice

| | |
|---|---|
| Date: | 1/31/2021 |
| Number: | 620-1-21 M |

3941 Legacy Drive, Suite 204-B225
Plano, TX 75023

**BILL TO:**

Williamson County Liberty Hill MUD
c/o Municipal Accounts and Consulting L.P
6500 River Place Blvd.
Bldg 4, Ste 104
Austin, TX 78730

| Sales person | Project | Terms |
|---|---|---|
| | 620-ORCHARD RIDGE... | Net 30 |

| Qty | Description | Price | UM | Amount |
|---|---|---|---|---|
| | RE: January 2021 Monthly Contract Maintenance | | | |
| | Williamson County Liberty Hill MUD Contract Maintenance Started August 2020 | 1,535.49 | LS | 1,535.49 |

A late charge of 1.5% will be assessed on invoice balances over 30 days past due.

| | |
|---|---|
| **Subtotal** | $1,535.49 |
| **Sales Tax (0.0%)** | $0.00 |
| **Total** | $1,535.49 |
| **Payments/Credits** | $0.00 |
| **Balance Due** | $1,535.49 |

Contact Accounting at:
cboehmer@woodlakeoutdoor.com

**www.woodlakeoutdoor.com**

WOODLAKE OUTDOOR
Commercial Landscape & Stone Masonry

ENTERED

# Invoice

| | |
|---|---|
| Date: | 2/28/2021 |
| Number: | 620-2-21 M |

3941 Legacy Drive, Suite 204-B225
Plano, TX 75023

**BILL TO:**

Williamson County Liberty Hill MUD
c/o Municipal Accounts and Consulting L.P
6500 River Place Blvd.
Bldg 4, Ste 104
Austin, TX 78730

| Sales person | Project | Terms |
|---|---|---|
| | 620-ORCHARD RIDGE... | Net 30 |

| Qty | Description | Price | UM | Amount |
|---|---|---|---|---|
| | RE: February 2021 Monthly Contract Maintenance<br>Williamson County Liberty Hill MUD Contract Maintenance<br>Started August 2020 | 1,535.49 | LS | 1,535.49 |

A late charge of 1.5% will be assessed on invoice balances over 30 days past due.

| | |
|---|---|
| **Subtotal** | $1,535.49 |
| **Sales Tax (0.0%)** | $0.00 |
| **Total** | $1,535.49 |
| **Payments/Credits** | $0.00 |
| **Balance Due** | $1,535.49 |

Contact Accounting at:
cboehmer@woodlakeoutdoor.com

**www.woodlakeoutdoor.com**

WOODLAKE OUTDOOR
Commercial Landscape & Stone Masonry

ENTERED

# Invoice

| | |
|---|---|
| Date: | 3/1/2021 |
| Number: | 620-3-21 M |

3941 Legacy Drive, Suite 204-B225
Plano, TX 75023

**BILL TO:**

Williamson County Liberty Hill MUD
c/o Municipal Accounts and Consulting L.P
6500 River Place Blvd.
Bldg 4, Ste 104
Austin, TX 78730

| Sales person | Project | Terms |
|---|---|---|
| | 620-ORCHARD RIDGE... | Net 30 |

| Qty | Description | Price | UM | Amount |
|---|---|---|---|---|
| | RE: March 2021 Monthly Contract Maintenance<br>Williamson County Liberty Hill MUD Contract Maintenance<br>Started August 2020 | 1,535.49 | LS | 1,535.49 |

A late charge of 1.5% will be assessed on invoice balances over 30 days past due.

| | |
|---|---|
| **Subtotal** | $1,535.49 |
| **Sales Tax (0.0%)** | $0.00 |
| **Total** | $1,535.49 |
| **Payments/Credits** | $0.00 |
| **Balance Due** | $1,535.49 |

Contact Accounting at:
cboehmer@woodlakeoutdoor.com

**www.woodlakeoutdoor.com**

# *McCALL GIBSON SWEDLUND BARFOOT PLLC*

*Certified Public Accountants*

*13100 Wortham Center Drive*
*Suite 235*
*Houston, Texas 77065-5610*
*(713) 462-0341*
*Fax (713) 462-2708*

*PO Box 29584*
*Austin, TX 78755-5126*
*(512) 610-2209*
*www.mgsbpllc.com*
*E-Mail: mgsb@mgsbpllc.com*

February 25, 2021

Williamson-Liberty Hill
Municipal Utility District
c/o Municipal Accounts & Consulting, LP
6500 River Place Blvd.
Bldg 4, Suite 104
Austin, TX 78730

Client Number: 796-50

For services rendered in September 2020 to include the review of the District's Preliminary Official Statement for the sale of Unlimited Tax Bonds, Series 2021, returning comments to the financial advisor relating to the same; and forwarding correspondence to authorize publication of the audit report in the above referenced publication. Services also include procedures required by Statement on Auditing Standards No. 133 – Auditor Involvement with Exempt Offering Documents, which are designed to identify events occurring between the date of the last auditor's report and the date of the distribution, circulation, or submission of the exempt offering document that, had they been known to the auditor as of the date of the auditor's report, may have caused the auditor to revise the auditor's report. These procedures include, but are not limited to, the following: reading all available minutes, obtaining and reviewing copies of bookkeeping reports from the date of the last auditor's report to the date of the issuance of our letter of representation and obtaining an updated written representation letter from the board.

Total Due $ 1,500.00

# Public Finance Group LLC

900 S. Capital of Texas Highway, Building IV, Suite 475
West Lake Hills, Texas 78746
(512) 382-5420 fax: (512) 382-5490


**Invoice No.** **2021-WHL-2**

## *INVOICE*

| | | | | | |
|---|---|---|---|---|---|
| Name: | Williamson-Liberty Hill MUD | | | | |
| | c/o Municipal Accounts & Consulting | | | | |
| Address: | 6500 River Place | | | | |
| City: | Austin | State: | TX | Zip: | 78746 |
| Phone: | (512) 782-2401 | | | | |

| | |
|---|---|
| Date: | February 26, 2021 |
| Banker: | Cheryl Allen |

| Description | Total |
|---|---|
| Reimburseable expenses related to Harris County MUD No. 433 $3,295,000 Unlimited Tax Bonds, Series 2021, per contract | |
| Reimbursable Expenses recevied after closing: | |
| Capital Printing - printing of OS | 1,010.00 |
| Capital Printing - shipping of OS | 57.35 |
| **Total** | **$ 1,067.35** |

***Please return the enclosed copy with payment. Thank You.***

PUBLIC FINANCE GROUP LLC

**Capital Printing LLC**
**4001 Caven Road**
**Austin, TX 78744**
**Phone: (512) 442-1415**
**Fax: (512) 441-1448**
**Email: ar@capitalprintingco.com**

# INVOICE

| | |
|---|---|
| Invoice # | 65892011 |
| Invoice Date | 2/22/21 |
| Date Shipped | |
| Ship Via | Print Shop Local Del |
| Salesperson | Barkley Edwards |
| Terms | Due Upon Receipt |
| P.O. Number | |
| Job Number | 65892 |

**Public Finance Group, LLC**
**Linda Hubble**
**900 S Capital Tx Hwy Bldg IV #475**
**Westlake Hills, TX 78746**

| Quantity | Description | Unit Price | UM | Amount |
|---|---|---|---|---|
| 29 | Williamson-Liberty Hill MUD | $1,010.00 | | $1,010.00 |
| | | **Subtotal** | | **$1,010.00** |
| | | **Sales Tax** | | **$0.00** |
| | | **Total Due** | | **$1,010.00** |

**Customer Code :** **00001142**
**Invoice Number :** **65892011**
**Invoice Date :** **2/22/21**
**Invoice Amount :** **$1,010.00**
**Amount Paid :** _____

***Remit To:***
**Capital Printing LLC**
**PO Box 17548**
**Austin, TX 78760**

***Remitter:***
**Public Finance Group, LLC**
**Linda Hubble**
**900 S Capital Tx Hwy Bldg IV #475**
**Westlake Hills, TX 78746**

**Click here to pay online now.**

**Capital Printing LLC**
**4001 Caven Road**
**Austin, TX 78744**
**Phone: (512) 442-1415**
**Fax: (512) 441-1448**
**Email: ar@capitalprintingco.com**

# INVOICE

| | |
|---|---|
| Invoice # | 65892P |
| Invoice Date | 2/22/21 |
| Date Shipped | |
| Ship Via | Print Shop Local Del |
| Salesperson | Barkley Edwards |
| Terms | Due Upon Receipt |
| P.O. Number | |
| Job Number | 65892 |

**Public Finance Group, LLC**
**Linda Hubble**
**900 S Capital Tx Hwy Bldg IV #475**
**Westlake Hills, TX 78746**

| Quantity | Description | Unit Price | UM | Amount |
|---|---|---|---|---|
| 15 | Postage for Williamson-Liberty Hill MUD<br><br>**Postage paid with a CC will incur a 4% handling fee, not included in the total** | $57.35 | | $57.35 |
| | | **Subtotal** | | **$57.35** |
| | | **Sales Tax** | | **$0.00** |
| | | **Total Due** | | **$57.35** |

**Customer Code :** **00001142**
**Invoice Number :** **65892P**
**Invoice Date :** **2/22/21**
**Invoice Amount :** **$57.35**
**Amount Paid :** _____

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