

AGENDA ITEM # 14June 2, 1998*

Note: Public Hearing on Coupland sewer project set for 10:15 has been rescheduled to Thursday, June 4, 1998 at 5:15 p.m. in the Commissioners Courtroom.

Moved: Judge Doerfler

Seconded: Commissioner Hays

Motion: To note public hearing in Coupland sewer project set for 10:15 a.m. has been rescheduled to Thursday, June 4, 1998 at 5:15 p.m. in the Commissioners Courtroom.

Vote: Motion carried 4 - 0 With Commissioner Mehevec absent from the dais.

AGENDA ITEM # 15June 2, 1998*

Discuss statues of County Road 195 and address Mr. Overall's concerns.

John Overall addressed the court on the current status of County Road 195 while answering all questions.

Don Quick addressed the court on the same issue reviewing the past and present status of the road.

Moved: Commissioner Boatright

Seconded: Judge Doerfler

Motion: To table agenda item until further notice.

Vote: Motion carried 5 - 0

AGENDA ITEM # 16June 2, 1998*

Consider authorizing, advertising and setting date for public hearing for abandonment of alley in Coupland which lies between Bastrop Street and Texas 95.

Moved: Commissioner Hays

Seconded: Judge Doerfler

Motion: To authorize 10:00 a.m. June 30, 1998 as date for public hearing for abandonment of alley in Coupland which lies between Bastrop Street and Texas 95 with Precinct #4 to handle the advertising.

Vote: Motion carried 4 - 0 With Commissioner Mehevec absent from the dais.

AGENDA ITEM # 17June 2, 1998*

Open and consider awarding, rejecting or extending bids for agricultural tracts at landfill.

At 11:06 a.m. Judge Doerfler announced time open for bids for agricultural tracts at landfill.

At 11:08 a.m. Judge Doerfler announced time closed for bids for agricultural tracts at landfill.

Bids were received and opened from:

John W. Noren

J.W. Roznovak

Jane Vorwerk & Harvey Vorwerk

Moved: Commissioner Hays

Seconded: Commissioner Boatright

Motion: To note receipt and opening of bids for agricultural tracts at landfill and award bid on June 9, 1998.

Vote: Motion carried 3 - 0 With Commissioners Heiligenstein and Mehevec absent from the dais.

< Clerk copy here >

WILLIAMSON COUNTY BID FORM

The undersigned, by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Bid Invitation, Specifications, and Special Provisions for the amount(s) shown on the accompanying bid sheet(s). By signing below, you have read the entire document and agreed to the terms therein.

NAME OF BIDDER: John W. Noren

Mailing Address: 3711 County Road 100

City: Hutto State: Tx Zip: 78634

Telephone: (512) 846-4741 Fax: (512) 846-4741

John W. Noren Date of Bid: 6-1-98
Signature of Person Authorized to Sign Bid

Name and Title of Signer: John W. Noren OWNER
(Please Print or Type)

PLEASE COMPLETE THE FOLLOWING:

Prompt Payment Discount: _____% _____days. (If no discount is offered, Net 30 will apply.)
☐ Bidding on "all or none" basis. (Will accept award of "all" items only. If left blank, low item will apply.)
☐ Bidding on low item basis. (Will accept award on "any or all" low bid items.)

List Additional Limitations if applicable: (Jan. 1 - Dec 31)
Request both payments to be made in same fiscal year as IRS uses:
First installment due by January 10, 1999 and second installment due
following harvest, or October 1, 1999. (Crop year 1999)

DO NOT SIGN OR SUBMIT THIS FORM
WITHOUT READING ENTIRE DOCUMENT

BID SPECIFICATIONS/BID SHEETS

AGRICULTURE FARM LAND
TO BE LEASED FROM THE COUNTY

Bids will be on a cash per acre bid on approximately 500 acres of agriculture land located adjacent to County Road 100, 130, 128, and FM 1660 north of Hutto, Texas.

Bids are for the 1999 crop year.

Tract One: approximately 228 acres known as the Dahl-Noreen tract.

Tract Two: approximately 257 acres known as the Johnson-Roznovak tract.

Payments will be made in two installments. The first installment being due on or before December 31, 1998. The second and final installment being due on or before May 31, 1999. Payments will be made payable to Williamson County and mailed to Williamson County Judge, ATTN: Jane Tableriou, 710 Main Street, Suite # 201, Georgetown, Texas 78626 or payments may be hand delivered to the County Judge's Office. The County Judge's Office is located on the 2nd floor of the County Courthouse suite 201.

TRACT NAME	COST PER ACRE	APPROX. COST PER TRACT
DAHL-NOREEN TRACT	\$ 45. ⁰⁰	approx. 228 acres x \$ 45. ⁰⁰ per acre=\$ 10,260 ⁰⁰
JOHNSON-ROZNOVAK TRACT	\$ 50. ⁰⁰	approx. 257 acres x \$ 50. ⁰⁰ per acre=\$ 12,850 ⁰⁰

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References supplied, at Williamson
County request, in relation to BID on
Agricultural Land Bid #98WC130, by John W. Noren

Bigon Implement Co.
P.O. Box 312, Hwy 79
Taylor, Texas 76574

Representative: Jimmy Bigon
(512) 352-5296

Texas Liquid Fertilizer
P.O. Box 947
Hempstead, Tx. 77445

Representative: Mark Hebert
(409) 826-8063

Central Valley Chemicals
Hwy 95 N.
Taylor, Texas 76574

Representative: Mike Rucker
(512) 352-3973

BID CHECK LIST

Please check the following prior to sealing and submitting your bid/proposal.

1. Official Williamson County Bid Form Completed, signed, and enclosed?

YES ☒ NO ☐

2. All bid specification sheets completed (including company name at bottom of each sheet) and attached?

YES ☒ NO ☐

3. Have you included three (3) complete bid sets (1 original & 2 copies) as required?

YES ☒ NO ☐

4. Have you written the name of your business on the front of the sealed envelope?

YES ☒ NO ☐

5. Have you written the bid name, bid number, and bid opening date & time on the front of the sealed envelope?

YES ☒ NO ☐

01/22/97

10:10

512 255 8886

Sheets & Cross.

002/008

S.W.

FARMING LEASE

LEASE TERMS AND DEFINITIONS

Date: January 21, 1997

Landlord: COUNTY OF WILLIAMSON

Landlord's Mailing Address:

COUNTY OF WILLIAMSON
800 Austin Avenue
Williamson County Courthouse
Georgetown, Texas 78626
Williamson County

Tenant: JOHN W. NOREN

Tenant's Mailing Address:

JOHN W. NOREN
3711 CR 100
Hutto, Texas 78634
Williamson County

Premises:

SAVE AND EXCEPT ONLY of:

TRACT I: Approximately 123.552 acres of land out of the John F. Ferguson Survey, Abstract No. 231, Williamson County, Texas, as described in Volume 901, Page 924, Deed Records, Williamson County, Texas.

TRACT II: Approximately 1.448 acres of land out of the John Thomas Survey, Abstract No. 610, Williamson County, Texas, as described in Volume 901, Page 924, Deed Records, Williamson County, Texas.

TRACT III: Approximately 123.23 acres of land out of the John Dykes Survey, Abstract No. 186, Williamson County, Texas, as described in Volume 203, Page 232, Deed Records, Williamson County, Texas, SAVE AND EXCEPT .0732 acres of land described in a Right of Way Deed to State of Texas, recorded in Volume 476, Pages 580-589, deed Records of Williamson County, Texas.

SAVE AND EXCEPT Landlord reserves the right to lease up to thirty (30) _____ as within the above-described Premises to another party for _____ as a recycling center, as further described in Section F, _____.

Base Rent (annually): \$8,786.00, or \$40.00 per acre for 122.66 cultivated acres in Tracts I and II and 107 cultivated acres in Tract III, less ten (10) acres which shall be utilized to store brush and other matter, payable as follows: \$4,393.00 within seven days of the signing of this Lease, and \$4,393.00 on or before October 1, 1997.

Commencement Date: October 1, 1996

Termination Date: June 1, 1997

Security Deposit: N/A

Use: Solely for planting, raising, and harvesting of crops and no other purpose.

"Rent" means Base Rent plus any other sums of money due Landlord by Tenant.

"Landlord" means Landlord, its agents, employees, invitees, licensees, or visitors.

"Tenant" means Tenant, its agents, employees, invitees, licensees, or visitors.

LEASE CLAUSES AND COVENANTS

A. Tenant agrees to--

1. Lease the Premises for the entire term beginning on the commencement date and ending on the termination date.
2. Accept the Premises in their present condition "as is," the Premises being currently suitable for Tenant's intended use.
3. Obey all laws, ordinances, orders, rules, and regulations applicable to the use, condition, and occupancy of the Premises.
5. Pay, as additional rent, all other sums due under this lease.
6. Pay a late charge of 5 percent of any rent not received by Landlord by the tenth day of the month in which it is due.
7. Pay for all labor, fuel, utility services and all other expenses incurred by Tenant.
8. Pay all taxes on Tenant's personal property located on the Premises.
9. Allow Landlord to enter the Premises to perform

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1. Lease to Tenant the Premises for the entire term beginning on the commencement date and ending on the termination date.

2. Obey all laws, ordinances, orders, rules, and regulations applicable to the use, condition, and occupancy of the Premises.

3. Allow Tenant the right to harvest all crops, if Property is leased to a third party.

4. Reimburse Tenant for any and all damage to crops or prepared lands caused by Landlord or Landlord's agents or employees.

D. Landlord agrees not to--

1. Other than as provided herein, allow any use of the Premises inconsistent with Tenant's permitted use as long as Tenant is not in default.

2. Unreasonably withhold consent to a proposed assignment or sublease.

E. Landlord and Tenant agree to the following:

1. Alterations. Any physical additions or improvements to the Premises made by Tenant will become the property of Landlord. Landlord may require that Tenant, at Tenant's cost, remove any physical additions and improvements, repair any alterations, and restore the Premises to the condition existing at the commencement date, normal wear excepted.

2. Abatement. Tenant's covenant to pay rent and Landlord's covenants are independent. Except as otherwise provided, Tenant shall not be entitled to abate rent for any reason.

3. Release of Claims/Subrogation. Landlord and Tenant release each other from any claim, by subrogation or otherwise, for any damage to the Premises or Tenant's personal property by reason of fire or the elements, regardless of cause, including negligence of Landlord or Tenant. This release applies only to the extent that it is permitted by law, the damage is covered by insurance proceeds, and the release does not adversely affect any insurance coverage.

4. Default by Landlord/Events. A default by Landlord is the failure to comply with any provision of this lease that is not cured within thirty days after written notice.

5. Default by Landlord/Tenant's Remedies. Tenant's remedies for Landlord's default are to (a) sue for damages and (b)

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terminate this lease.

6. Default by Tenant/Events. Events of default by Tenant are (a) failing to pay timely Rent; (b) abandoning or vacating a substantial portion of the Premises; or (c) failing to comply within ten days after written notice with any other provision of this lease, other than the events of default set forth in (a) and (b) above.

7. Default by Tenant/Landlord's Remedies. Landlord's remedies for Tenant's default are to (a) enter upon and take possession of the Premises, after which Landlord may relet the Premises on behalf of Tenant and receive the rent directly by reason of the reletting, and Tenant agrees to reimburse Landlord for any expenditures made in order to relet; (b) enter the Premises and perform Tenant's obligations; or (c) terminate this lease by written notice and sue for damages. Landlord may enter upon and take possession of the Premises by self-help, by picking or changing locks if necessary, and may lock out Tenant or any other person who may be farming the Premises, until the default is cured, without being liable for damages.

11. Default/Waiver/Mitigation. It is not a waiver of default if the nondefaulting party fails to declare immediately an event of default or delays in taking any action. Pursuit of any remedies set forth in this lease does not preclude pursuit of other remedies in this lease or provided by law. Landlord and Tenant have a duty to mitigate damages.

12. Security Deposit. If Tenant defaults, Landlord may use the security deposit to pay arrears of rent, to repair any damage or injury, or to pay any expense or liability incurred by Landlord as a result of the default.

13. Holdover. If Tenant does not vacate the Premises following termination of this lease, Tenant shall be deemed a tenant at will and shall vacate the Premises upon receipt of notice from Landlord. No holding over by Tenant, whether with or without the consent of Landlord, will extend the Term.

14. Alternative Dispute Resolution Provision. Landlord and Tenant agree to mediate in good faith before filing a suit for damages.

15. Attorney's Fees. If either party retains an attorney to enforce this lease, the party who prevails at the time of trial is entitled to recover reasonable attorney's fees.

16. Venue. Venue is in the county in which the Premises are located.

17. Entire Agreement. This lease, together with the attached

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exhibits and riders, is the entire agreement of the parties, and there are no oral representations, warranties, agreements, or promises pertaining to this lease or to the expressly mentioned exhibits and riders not incorporated in writing in this lease.

18. Amendment of Lease. This lease may be amended only by an instrument in writing signed by Landlord and Tenant.

19. Limitation of Warranties. Landlord and Tenant agree that there are no implied warranties of merchantability, of fitness for a particular purpose, or of any other kind arising out of this lease, and there are no warranties that extend beyond those expressly stated in this lease.

20. Notices. Any notice required by this lease shall be deemed to be delivered (whether or not actually received) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, addressed to Landlord or Tenant at the addresses.

F. Other Provisions.

1. The parties agree and understand that Landlord, as a governmental entity, cannot enter into long-term contracts or lease agreements, without accepting competitive bids, and the leases for the 1998. Any lease for subsequent years shall be advertised for bid and awarded by the Williamson County Commissioners' Court to the highest and best bidder prior to the expiration of each successive lease.
2. Tenant has previously reserved the Right of First Refusal to match the highest and best bid accepted by the Commissioners' Court for future leases.
3. This lease is subject to the Landlord's right to lease up to thirty (30) acres of land within the Premises to another party for use as a recycling center. If the Landlord does lease said thirty (30) acre tract to another party for use as a recycling center, Landlord will require the new Lessee to reimburse Tenant for any and all actual costs and expenses incurred before entering said tract. Expenses incurred include lease costs, \$6.00 per acre for shredding and disking, \$7.00 per acre for plowing out stalks, \$16.27 per acre for chemicals application, \$6.00 per acre for disking flat, \$6.00 per acre for marking rows, and chemical, fertilizer

FARMING LEASE - PAGE 6

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and seed costs, all of the above depending upon time of removal.

4. Landlord is responsible for any major soil conservation work and any repairs or improvements as determined to be necessary for the upkeep of the Premises. Tenant shall submit said improvement requests to Landlord in writing, and Landlord reserves the right to reject any and all requests if Landlord determines that the requested improvements are not necessary.

LANDLORD

COUNTY OF WILLIAMSON

BY: John Doerfler

JOHN DOERFLER
COUNTY JUDGE


TENANT

John W. Noren
JOHN W. NOREN

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RECORDERS MEMORANDUM

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

	JOHN W. NOREN FARMS JOHN W. OR CHRISTY NOREN DL HIS 05652040 HERS 07268883 3711 COUNTY RD., 100 HUTTO, TX 78634-3011 512-846-4741	1-28 19 97	8893 35-2/1130 618
PAY TO THE ORDER OF <u>Williamson County</u>		\$ 4393. ^{xx}	
<u>Four thousand three hundred ninety three and ^{no}/₁₀₀</u>		DOLLARS	
NationsBank NationsBank of Texas, N.A.			
FOR <u>97 crop year farm lease</u>		<u>Christy Noren</u>	
⑆⑆⑆3000023⑆8893⑆6⑆90550020⑆			

© 1997 NationsBank NationsBank Money Plus Debit

WILLIAMSON COUNTY BID FORM

The undersigned, by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Bid Invitation, Specifications, and Special Provisions for the amount(s) shown on the accompanying bid sheet(s). By signing below, you have read the entire document and agreed to the terms therein.

NAME OF BIDDER: J.W. ROZNOVAK

Mailing Address: P.O. Box 82

City: Autto State: Tex Zip: 78634

Telephone: (512) 759-8721 Fax: ()

J.W. Roznovak Date of Bid: 6-1-98
Signature of Person Authorized to Sign Bid

Name and Title of Signer: J.W. ROZNOVAK FARMS
(Please Print or Type)

PLEASE COMPLETE THE FOLLOWING:

Prompt Payment Discount: _____% _____ days. (If no discount is offered, Net 30 will apply.)

☐ Bidding on "all or none" basis. (Will accept award of "all" items only. If left blank, low item will apply.)

☐ Bidding on low item basis. (Will accept award on "any or all" low bid items.)

Additional Limitations if applicable: 1st payment on hand on or within 7 days

of Jan 1-1999 + Last payment on or before Oct 1-1999
Reason the last payment in October - No crop has
been harvested By May 31-1999 - No money has
been generated from the farm

**DO NOT SIGN OR SUBMIT THIS FORM
WITHOUT READING ENTIRE DOCUMENT**

WILLIAMSON COUNTY

BID SPECIFICATIONS/BID SHEETS

AGRICULTURE FARM LAND
TO BE LEASED FROM THE COUNTY

This will be on a cash per acre bid on approximately 500 acres of agriculture land located adjacent to County Road 130, 128, and FM 1660 north of Hutto, Texas.

Bids are for the 1999 crop year.

Tract One: approximately 228 acres known as the Dahl-Noreen tract.

Tract Two: approximately 257 acres known as the Johnson-Roznovak tract.

Payments will be made in two installments. The first installment being due on or before December 31, 1998. The second and final installment being due on or before May 31, 1999. Payments will be made payable to Williamson County and mailed to Williamson County Judge, ATTN: Jane Tableriou, 710 Main Street, Suite # 201, Georgetown, Texas 78626 or payments may be hand delivered to the County Judge's Office. The County Judge's Office is located on the 2nd floor of the County Courthouse suite 201.

TRACT NAME	COST PER ACRE	APPROX. COST PER TRACT
DAHL-NOREEN TRACT	\$	approx. 228 acres x \$ per acre=\$
JOHNSON-ROZNOVAK TRACT	\$ 55.00	approx. 257 acres x \$ per acre=\$?

See Note Ref.

According to FSA Office in Georgetown, Tex
Ruth Swenson 250.4 Acres Cultivated LAND

J.W. Roznovak

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WILLIAMSON COUNTY BID FORM

The undersigned, by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Bid Invitation, Specifications, and Special Provisions for the amount(s) shown on the accompanying bid sheet(s). By signing below, you have read the entire document and agreed to the terms therein.

NAME OF BIDDER: JANE VORWERK & HARVEY VORWERK

Mailing Address: P. O. Box 21

City: Taylor State: Texas Zip: 76574

Telephone: (512) 365 5034 Fax: (512) 365 5034

Signature of Person Authorized to Sign Bid Jane Vorwerk Harvey Vorwerk Date of Bid: June 1, 1998

Name and Title of Signer: Jane Vorwerk & Harvey Vorwerk Owner
(Please Print or Type)

PLEASE COMPLETE THE FOLLOWING:

Prompt Payment Discount: _____% _____days. (If no discount is offered, Net 30 will apply.)
☐ Bidding on "all or none" basis. (Will accept award of "all" items only. If left blank, low item will apply.)
☐ Bidding on low item basis. (Will accept award on "any or all" low bid items.)
 List Additional Limitations if applicable: _____

DO NOT SIGN OR SUBMIT THIS FORM
WITHOUT READING ENTIRE DOCUMENT

JANE VORWERK & HARVEY ² VORWERK

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Harvey Vorwerk

VENDOR NAME: JANE VORWERK & HARVEY VORWERK

REFERENCES FOR JANE VORWERK & HARVEY VORWERK

1. Wilbert Vorwerk, 701 CR 367, Taylor, Tx 76574
512 352 6464
2. Joe Davis, 9851 S. Highway 95, Taylor, Tx 76574
512 365 3275
3. US. CORP OF ENGINEERS, 3100 Granger Dam Road, Granger, Tx 76530
512 859 2668

JANE VORWERK & HARVEY VORWERK



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AGENDA ITEM # 18

June 2, 1998

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Consider adopting resolution encouraging the City of Austin to proceed with their portion of Anderson Mill Road Project.

Moved: Commissioner Hays

Seconded: Commissioner Heiligenstein

Motion: To affirm the position of Williamson County Commissioners Court that entities annexing a county road will be subject to negotiation for the cost of operations for existing and future plans for upgrades.

Vote: Motion carried 4 - 0 With Commissioner Mehevec absent from the dais.

AGENDA ITEM # 19

June 2, 1998

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Consider rescheduling opening of bids for construction of Taylor Annex from June 9, 1998 to June 23, 1998.

Moved: Commissioner Heiligenstein

Seconded: Commissioner Hays

Motion: To approve rescheduling opening of bids for construction of Taylor Annex from June 9, 1998 to 10:00 a.m. on June 23, 1998 at 10:00 a.m. with the pre-bid conference to be held on June 18, 1998 at 2:00 p.m. in the commissioners courtroom.

Vote: Motion carried 4 - 0 With Commissioner Mehevec absent from the dais.

AGENDA ITEM # 20

June 2, 1998

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Consider authorizing sale at next auction of (1) 1979 2 1/2 ton dump truck from URS.

Moved: Commissioner Boatright

Seconded: Judge Doerfler

Motion: To authorize sale at next auction of (1) 1979 2 1/2 ton dump truck from URS.

Vote: Motion carried 4 - 0 With Commissioner Mehevec absent from the dais.

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