

**AGENDA ITEM # 47****August 4, 1998****Hear comments from commissioners.**

Commissioner Heiligenstein stated a Y2K meeting is 9 to 4 this Friday.

Commissioner Heiligenstein also requested a letter from the County Attorney or whomever he designates on the water issue on subdivisions.

Judge Doerfler distributed information on changes to the projected budget.

Judge Doerfler received confirmation of the tobacco settlement.

Commissioner Mehevec requested money received from the tobacco settlement be used to pay off those employees who have accumulated compensation time.

Judge Doerfler questioned Dale Rye on compensation time.

Commissioner Heiligenstein suggested retaining counsel for the compensation time issue.

Judge Doerfler requested a meeting with First Assistant County Attorney Dale Rye, County Treasurer Vivian Wood, Human Resources Director John Willingham and Health Benefits Lisa Zirkle as soon as possible to work out the budget order.

Also Judge Doerfler suggested since the weather is dry discussing allocating monies for materials for road and bridge projects on August 11, 1998 agenda.

**COMMISSIONERS COURT RECESSED AT 1:10 P.M. ON TUESDAY AUGUST 4, 1998**

**COMMISSIONERS COURT RECONVENED AT 9:30 A.M. ON THURSDAY, AUGUST 6, 1998**

**AGENDA ITEM # 48****August 6, 1998****Budget Work Session**

Human Resources Director John Willingham answered questions on salary recommendations for all county employees.

Budgets were discussed for:

Unified Road & Bridge  
Maintenance Department  
County Auditor

**AGENDA ITEM # 49****August 6, 1998****Consider awarding, rejecting or extending bid for Georgetown Inner Loop.**

Moved: Commissioner Hays

Seconded: Judge Doerfler

Motion: To award bid for Georgetown Inner Loop to low bidder Garey Construction, Inc. in the amount of \$667,668.80.

Vote: Motion carried 5 - 0

< 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: Burris Construction, Inc.

Mailing Address: P.O. Box 331

City: Georgetown State: Texas Zip: 78627

Telephone: ( 512 ) 869-2043 Fax: ( 512 ) 863-2591

 Date of Bid: 7/28/98  
Signature of Person Authorized to Sign Bid

Name and Title of Signer: Lonnie Burris, President  
(Please Print or Type)

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

BURRIS CONSTRUCTION, INC.  
P.O. Box 331  
Georgetown, TX 78627

**TOTAL BID**  
**FOR**  
**INNER LOOP ROAD, PHASE II IMPROVEMENTS**

Street Improvements	\$ 564,579.00
Drainage Improvements	\$ 127,740.00
Water Quality/Erosion Control	\$ 21,130.00
Miscellaneous Improvements	\$ 40,960.00

**TOTAL BID**

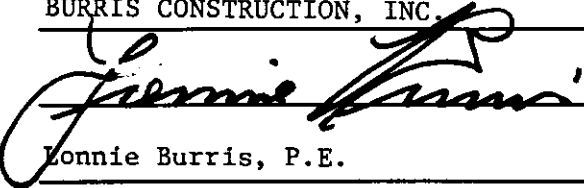
Figures: \$ 754,409.00

Written: \$ Seven Hundred Fifty Four Thousand, Four  
Hundred Nine Dollars & n0/cents

**NOTE: (1) The BIDDER is hereby advised to contact Carter & Burgess, Inc. At (512) 314-3100 at least 48 hours prior to Bid Opening to insure that he has received any and all addendum(a).**

The CONTRACTOR, recognizing the importance of this project for the OWNER, and by submitting his bid confirms, that he has checked and re-checked his bid, and that he has considered fully the price of all materials, labor, and any and all other cost items to him to complete this project, that he has examined the project site and satisfied himself regarding the unclassified excavation and all other physical aspects of the project, that he has examined carefully the plans and specifications and confirms that they reflect the full intent of all aspects of this project.

Respectfully submitted:

BIDDER: BURRIS CONSTRUCTION, INC.  
BY:   
PRINTED NAME: Lonnie Burris, P.E.  
TITLE: President  
MAILING ADDRESS: P.O. Box 331  
Georgetown, TX 78627  
PHONE: (512) 869-2043  
FAX: (512) 863-2591

BURRIS CONSTRUCTION, INC.  
P. O. Box 331  
Georgetown, TX 78627

## 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: GAREY CONSTRUCTION CO. INC.Mailing Address: 11607 N. LAMAR BLVDCity: AUSTIN State: TX Zip: 78753Telephone: (512) 837-5916 Fax: (512) 837-5934

Signature of Person Authorized to Sign Bid

V. PRES.Date of Bid: 7-28-98Name and Title of Signer: RICHARD L. CONE

(Please Print or Type)

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

COPY

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Bid Proposal of Garey Construction Co., Inc.

28-Jul-98

11:48 AM

COUNTY: Williamson

TYPE: New Alignment Georgetown Loop

TIME FOR COMPLETION: 250 CAL. DAYS

GUARANTY: 5% Bid Bond

BIDS RECEIVED UNTIL: 2:00 pm July 28, 1998 (Auditor's Office)

BIDS WILL BE OPENED: Auditor's Office - Williamson Co. Courthouse

ITEM NO.	DESCRIPTION	UOM	QUANTITY	UNIT BID	TOTAL BID
Street Improvements					
*****					
P-1	Clearing/Grubbing/Subgr. Prep.	SY	66,500.000	0.500	33,250.00
P-2	Roadway Excav.	CY	20,457.000	4.000	81,828.00
P-3	Street Embankment	CY	15,209.000	3.000	45,627.00
P-4	Base Material (cip) 16"	SY	29,063.000	7.000	203,441.00
* P-5	Hot Mix (CIP) 3.5"	SY	25,128.000	5.250	131,922.00
* P-6	Metal Beam G.F.	LF	175.000	13.100	2,292.50
* P-7	Term. Anch Sec.	EA	2.000	350.000	700.00
* P-8	Traffic Signs	EA	11.000	181.000	1,991.00
* P-9	Pavement Marking	LF	5,882.000	0.400	2,352.80
* P-10	Delineators	EA	36.000	21.000	756.00
Total Bid for Street Improvements:					\$504,160.30
Drainage Improvements					
*****					
D-1	33"x49" CMP	LF	146.000	60.000	8,760.00
D-2	36" CMP	LF	160.000	43.000	6,880.00
D-3	42" CMP	LF	420.000	46.000	19,320.00
D-4	48" CMP	LF	848.000	48.000	40,704.00
D-5	2-33"x49" (HDWL CH-7-AC-N)	EA	1.000	5,850.000	5,850.00
D-6	2-36" (SET 6:1)	EA	2.000	3,800.000	7,600.00
D-7	2-33"x49" (SET 4:1)	EA	1.000	4,300.000	4,300.00
D-8	3-42" (SET 3:1)	EA	2.000	4,200.000	8,400.00
D-9	8-48" (SET 4:1)	EA	2.000	8,250.000	16,500.00
* D-10	4"-8" Rock Riprap (1.5' Deep)	SY	70.000	70.000	4,900.00
Total Bid for Drainage Improvements:					\$123,214.00
Water Qual./Erosion Control Improvements					
*****					
* WQE-1	Silt Fence	LF	1,680.000	1.350	2,268.00
* WQE-2	Rock Berm	LF	152.000	12.000	1,824.00
WQE-3	Perm. Eros. Contr. (Hydromulch)	SY	41,400.000	0.220	9,108.00
* WQE-4	Stab. Constr. Entr.	Ea	1.000	750.000	750.00
Total Bid for Water Quality/Erosion Control:					\$13,950.00
Miscellaneous Improvements					
*****					
* Misc.-1	5 Strnd Barb Wire w/T-posts	LF	13,300.000	1.750	23,275.00
* Misc.-2	Remov. fencing	LF	4,385.000	0.700	3,069.50
Total Bid for Miscellaneous Improvements:					\$26,344.50
*****					
Total Bid for all Work Proposed:					\$667,668.80
*****					
* Owner reserves right to remove from contract					
any item marked with an asterick and complete					
with alternate forces.					

Garey Construction Co., Inc. certifies that the unit prices shown on this complete computer print-out for all of the bid items and the alternates contained in this proposal are the unit prices intended and that its bid will be tabulated using these unit prices and no other information from this print-out. Garey Construction Co., Inc. acknowledges and agrees that the total bid amount shown will be read as its total bid and further agrees that the official total bid amount will be determined by multiplying the unit bid prices shown in this print-out by the respective estimated quantities shown in the proposal and then totaling all of the extended amounts.

Signed

Title: Vice-President ; Richard L. Cone

Date: July 28, 1998

COPY

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Bid Bond

Bond Number .....

Know All Men By These Presents:

That ..... Garey Construction Co., Inc. ....  
..... of Austin, TX .....  
....., as Principal, and the other undersigned, as Surety, are  
held and firmly bound unto Williamson County .....  
.....  
as Obligee, in the full and just sum of ..... 5% of bid by Principal .....  
..... Dollars,  
lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs,  
executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Whereas, the said Principal is herewith submitting its proposal for the new roadway - Inner Loop  
Road Phase II, BID # 98WC150.

The Condition Of This Obligation is such that if the aforesaid Principal shall be awarded the contract the said  
Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the  
performance of the terms and conditions of the contract, then this obligation to be void; otherwise the Principal and Surety will  
pay unto the Obligee the difference in money between the amount of the bid of the said Principal and the amount for which the  
Obligee legally contracts with another party to perform the work if the latter amount be in excess of the former, but in no event  
shall liability hereunder exceed the penal sum hereof.

Signed, sealed and delivered ..... 7/28/98 .....  
(Date)

Garey Construction Co., Inc. .... (Seal)

..... (Seal)  
Fidelity and Guaranty Insurance Underwriters, Inc.  
(a Wisconsin Corporation)

.....  
.....  
.....

William H. Pitts, Jr.  
William H. Pitts, Jr. Attorney-in-fact

COPY

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**Fidelity and Guaranty Insurance Underwriters, Inc.****Power of Attorney**

No. 359

Know all men by these presents: That **Fidelity and Guaranty Insurance Underwriters, Inc.**, a corporation organized and existing under the laws of the State of Wisconsin and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint **William H. Pitts, Jr.**, **Norman P. Rolling**, **John W. Wagner**, **James O. Schnell** and **Rose Marie Boriskie**

of the City of **Austin**, State of **Texas** its true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety to, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof on behalf of the Company in its business of guaranteeing the fidelity of persons; guaranteeing the performance of contracts; and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, the said **Fidelity and Guaranty Insurance Underwriters, Inc.** has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice President and Assistant Secretary, this **1st** day of **October**, A.D. 19 **94**.

**Fidelity and Guaranty Insurance Underwriters, Inc.**(Signed) By *[Signature]* Vice President(Signed) By *[Signature]* Assistant Secretary

State of Maryland )

Baltimore City )

SS:

On this **1st** day of **October**, A.D. 19 **94**, before me personally came **John A. Huss**, Vice President of **Fidelity and Guaranty Insurance Underwriters, Inc.** and **Thomas J. Fitzgerald**, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said **John A. Huss** and **Thomas J. Fitzgerald** were respectively the Vice President and the Assistant Secretary of the said **Fidelity and Guaranty Insurance Underwriters, Inc.**, the corporation described in and which executed the foregoing Power of Attorney, that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice President and Assistant Secretary, respectively, of the Company.

My Commission expires the **11th** day in **March**, A.D. 19 **95**.(Signed) *[Signature]* Notary Public

This Power of Attorney is granted under and by authority of the following Resolutions adopted by the Board of Directors of the **Fidelity and Guaranty Insurance Underwriters, Inc.** on September 24, 1992:

**Resolved**, that in connection with the fidelity and surety insurance business of the Company, all bonds, undertakings, contracts and other instruments relating to said business may be signed, executed, and acknowledged by persons or entities appointed as Attorney(s)-in-Fact pursuant to a Power of Attorney issued in accordance with these resolutions. Said Power(s) of Attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman, or the President, or an Executive Vice President, or a Senior Vice President, or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the foregoing officers and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Attorney(s)-in-Fact for purposes only of executing in and attesting bonds and undertakings and other writings obligatory in the nature thereof, and, unless subsequently revoked and subject to any limitations set forth therein, any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

**Resolved**, That Attorney(s)-in-Fact shall have the power and authority, unless subsequently revoked and, in any case, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and other writings obligatory in the nature thereof, and any such instrument executed by such Attorney(s)-in-Fact shall be as binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary of the Company.

I, **Thomas J. Fitzgerald**, an Assistant Secretary of the **Fidelity and Guaranty Insurance Underwriters, Inc.**, do hereby certify that the foregoing are true excerpts from the Resolutions of the said Company as adopted by its Board of Directors on September 24, 1992 and that these Resolutions are in full force and effect.

I, the undersigned Assistant Secretary of the **Fidelity and Guaranty Insurance Underwriters, Inc.** do hereby certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In Testimony Whereof, I have hereunto set my hand and the seal of the **Fidelity and Guaranty Insurance Underwriters, Inc.** on this **28th** day of **July**, 19 **98**.

COPY



*[Signature]*  
Assistant Secretary

## 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: ROGERS CONSTRUCTION COMPANY

Mailing Address: P.O. DRAWER 1136

City: GEORGETOWN State: TEXAS Zip: 78627-1136

Telephone: (512) 930-1155 Fax: (512) 930-3052

Randall C. Rogers Date of Bid: 7-28-98  
Signature of Person Authorized to Sign Bid

Name and Title of Signer: RANDALL C. ROGERS VICE PRESIDENT  
(Please Print or Type)

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

**TOTAL BID**  
**FOR**  
**INNER LOOP ROAD, PHASE II IMPROVEMENTS**

Street Improvements	\$ <u>568,628<sup>70</sup></u>
Drainage Improvements	\$ <u>123,596<sup>00</sup></u>
Water Quality/Erosion Control	\$ <u>22,228<sup>00</sup></u>
Miscellaneous Improvements	\$ <u>29,443<sup>00</sup></u>

**TOTAL BID**

Figures: \$ 743,895<sup>70</sup>  
Written: \$ SEVEN HUNDRED FORTY THREE THOUSAND  
EIGHT HUNDRED NINETY FIVE & 70/100

**NOTE: (1)** The BIDDER is hereby advised to contact Carter & Burgess, Inc. At (512) 314-3100 at least 48 hours prior to Bid Opening to insure that he has received any and all addendum(a).

*Rogers Construction Company*

COMMISSIONERS COURT ADJOURNED TO EXECUTIVE SESSION AT 11:15 A.M. ON THURSDAY, AUGUST 6, 1998.

No action was taken in Executive Session.

COMMISSIONERS COURT RECONVENED FROM EXECUTIVE SESSION AT 11:40 A.M. ON THURSDAY, AUGUST 6, 1998.

COMMISSIONERS COURT ADJOURNED AT 11:44 A.M. ON THURSDAY, AUGUST 6, 1998.

THE FOREGOING MINUTES in Volume 99 on pages 239 through 358, inclusive had at a Regular Session of Commissioners Court of Williamson County, Texas, having been read are hereby approved this 11th day of August, 1998.

John C. Doerfler  
John C. Doerfler, County Judge

ATTEST: Nancy E. Rister, Clerk County Court & Ex-officio Clerk,  
Commissioners Court, Williamson County, Texas

by: Andrea Etheredge  
Deputy Clerk

\*\*\* Motion approving contract for delinquent tax attorneys see Vol. 99, page 103.\*\*\*

(214) 451-7000

**CONTRACT FOR THE COLLECTION OF  
DELINQUENT SPECIAL ASSESSMENTS**

THE STATE OF TEXAS                   §  
   §  
COUNTY OF WILLIAMSON           §

THIS CONTRACT is made and entered into by and between the **SOUTHEAST WILLIAMSON COUNTY ROAD DISTRICT NO. 1 (The District)**, acting herein by and through its governing body, and **McCreary, Veselka, Bragg and Allen, P.C. (The Firm)**, 5929 Balcones Drive, P.O. Box 26990, Austin, Texas, 78755.

I.

**The District** agrees to employ and does hereby employ **The Firm** to enforce by suit or otherwise the collection of all delinquent special assessments and accrued penalties and interest owing to **The District**. Current special assessments which become delinquent within the term of this contract shall become subject to the terms of the contract upon the following conditions:

A. Special assessments that become delinquent during the term of this contract, that are not delinquent for any prior years, become subject to the terms of this contract on July 1st of the year in which they become delinquent.

B. Special assessments that become delinquent during the term of this contract, on property that is delinquent for prior years and is the subject of a suit to collect the prior years delinquent taxes, shall become subject to its terms on the first day of delinquency as defined by the Texas Property Tax Code.

II.

**The District** agrees to furnish information on all the delinquent special assessments to **The Firm** on all property within the boundaries of **The District**. The information provided to **The Firm** by **The District** on each delinquent special assessment shall include the original amount of the annual special assessment, the assessment year which is delinquent, the name of the property owner, a legal description of the property, and the corresponding property tax account number as shown on the most recent appraisal roll of the Williamson County Appraisal District. **The District** hereby authorizes **The Firm** to conduct title and address research to determine the name, identity and location of necessary parties and to procure necessary legal descriptions of property and hereby assigns to **The Firm** the right to recover the costs of obtaining such information.

III.

**The Firm** is to intervene on behalf of **The District** in all suits for ad valorem taxes hereafter filed by any taxing unit on property located within its boundaries.

IV.

**The District** shall retain all responsibility for the general administration of the special assessments including, but not limited to, maintaining the special assessment roll, accounting for the special assessments, receiving and depositing all special assessment revenues, delivery of all required notices and/or statements related to the special assessments to the property owners prior to July 1st of the year in which the special assessment becomes delinquent.

**The Firm** agrees to make delinquent special assessment collection progress reports to **The District** upon request.

## VI.

**The District** agrees to pay **The Firm**, for services rendered, attorney's fees in the amount of Fifteen Per Cent (15%) of all delinquent special assessments, penalties and interest collected by **The District** during the term of this contract. The penalty imposed pursuant to Section 33.07 of the Property Tax Code is not subject to this contractual fee. **The District** does hereby adopt of the additional penalty provided by Section 33.07 of the Property Tax Code. All fees provided for in this contract shall become the property of **The Firm** at the time payment of special assessments, penalties and interest is made to **The District**. **The District** shall pay fees due **The Firm** monthly by check.

## VII.

This contract is drawn to cover a period of beginning July 21, 1998, and ending June 30, 2000. **The Firm** shall have an additional six (6) months to reduce to judgment and sale all special assessment collection lawsuits filed and collect all bankruptcy claims filed prior to the termination of this contract and shall have the exclusive right to compensation of fees earned due to these suits during this six (6) month period. In consideration of the terms and compensation herein stated, **The Firm** hereby accepts said employment and undertakes the performance of this contract as above written.

## VIII.

This contract is executed on behalf of **The District** by the County Judge of Williamson County, Texas as the presiding officer of the Commissioners' Court of Williamson County, Texas, which is the governing body of **The District** who is authorized to execute this instrument by order heretofore passed and duly recorded in its minutes.

WITNESS the signatures of all parties hereto in duplicate originals this the 11<sup>th</sup> day of August, A.D. 1998, Williamson County, Texas effective July 21, 1998.

**SOUTHEAST WILLIAMSON COUNTY ROAD  
DISTRICT NO. 1**

BY

John C. Daegler  
County Judge

**McCREARY, VESELKA, BRAGG AND ALLEN, P.C.**

Attorneys at Law  
Gate Way Center  
5929 Balcones Drive  
P.O. Box 26990  
Austin, Texas 78755

BY

Harvey M. Allen  
Harvey M. Allen

THE STATE OF TEXAS

2

2

COUNTY OF WILLIAMSON

20

THIS CONTRACT is made and entered into by and between the **SOUTHWEST WILLIAMSON COUNTY ROAD DISTRICT NO. 1 (The District)**, acting herein by and through its governing body, and **McCreary, Veselka, Bragg and Allen, P.C. (The Firm)**, 5929 Balcones Drive, P.O. Box 26990, Austin, Texas, 78755.

1.

**The District** agrees to employ and does hereby employ **The Firm** to enforce by suit or otherwise the collection of all delinquent special assessments and accrued penalties and interest owing to **The District**. Current special assessments which become delinquent within the term of this contract shall become subject to the terms of the contract upon the following conditions:

A. Special assessments that become delinquent during the term of this contract, that are not delinquent for any prior years, become subject to the terms of this contract on July 1st of the year in which they become delinquent.

B. Special assessments that become delinquent during the term of this contract, on property that is delinquent for prior years and is the subject of a suit to collect the prior years delinquent taxes, shall become subject to its terms on the first day of delinquency as defined by the Texas Property Tax Code.

## II.

**The District** agrees to furnish information on all the delinquent special assessments to **The Firm** on all property within the boundaries of **The District**. The information provided to **The Firm** by **The District** on each delinquent special assessment shall include the original amount of the annual special assessment, the assessment year which is delinquent, the name of the property owner, a legal description of the property, and the corresponding property tax account number as shown on the most recent appraisal roll of the Williamson County Appraisal District. **The District** hereby authorizes **The Firm** to conduct title and address research to determine the name, identity and location of necessary parties and to procure necessary legal descriptions of property and hereby assigns to **The Firm** the right to recover the costs of obtaining such information.

### III.

**The Firm** is to intervene on behalf of **The District** in all suits for ad valorem taxes hereafter filed by any taxing unit on property located within its boundaries.

## IV.

**The District** shall retain all responsibility for the general administration of the special assessments including, but not limited to, maintaining the special assessment roll, accounting for the special assessments, receiving and depositing all special assessment revenues, delivery of all required notices and/or statements related to the special assessments to the property owners prior to July 1st of the year in which the special assessment becomes delinquent.

**The Firm** agrees to make delinquent special assessment collection progress reports to **The District** upon request.

## VI.

**The District** agrees to pay **The Firm**, for services rendered, attorney's fees in the amount of Fifteen Per Cent (15%) of all delinquent special assessments, penalties and interest collected by **The District** during the term of this contract. The penalty imposed pursuant to Section 33.07 of the Property Tax Code is not subject to this contractual fee. **The District** does hereby adopt of the additional penalty provided by Section 33.07 of the Property Tax Code. All fees provided for in this contract shall become the property of **The Firm** at the time payment of special assessments, penalties and interest is made to **The District**. **The District** shall pay fees due **The Firm** monthly by check.

## VII.

This contract is drawn to cover a period beginning July 21, 1998, and ending June 30, 2000. **The Firm** shall have an additional six (6) months to reduce to judgment and sale all special assessment collection lawsuits filed and collect all bankruptcy claims filed prior to the termination of this contract and shall have the exclusive right to compensation of fees earned due to these suits during this six (6) month period. In consideration of the terms and compensation herein stated, **The Firm** hereby accepts said employment and undertakes the performance of this contract as above written.

## VIII.

This contract is executed on behalf of **The District** by the County Judge of Williamson County, Texas as the presiding officer of the Commissioners' Court of Williamson County, Texas, which is the governing body of **The District** who is authorized to execute this instrument by order heretofore passed and duly recorded in its minutes.

WITNESS the signatures of all parties hereto in duplicate originals this the 11<sup>TH</sup> day of August, A.D. 1998, Williamson County, Texas effective July 21, 1998.

**SOUTHWEST WILLIAMSON COUNTY ROAD  
DISTRICT NO. 1**

BY

John C. Daefler  
County Judge

**McCREARY, VESELKA, BRAGG AND ALLEN, P.C.**  
Attorneys at Law  
Gate Way Center  
5929 Balcones Drive  
P.O. Box 26990  
Austin, Texas 78755

BY

Harvey M. Allen  
Harvey M. Allen

THE STATE OF TEXAS                   §  
   §  
COUNTY OF WILLIAMSON           §

THIS CONTRACT is made and entered into by and between the **NORTHEAST ROUND ROCK ROAD DISTRICT NO. 1 (The District)**, acting herein by and through its governing body, and **McCreary, Veselka, Bragg and Allen, P.C. (The Firm)**, 5929 Balcones Drive, P.O. Box 26990, Austin, Texas, 78755.

**I.**

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**II.**

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**III.**

**The Firm** is to intervene on behalf of **The District** in all suits for ad valorem taxes hereafter filed by any taxing unit on property located within its boundaries.

**IV.**

**The District** shall retain all responsibility for the general administration of the special assessments including, but not limited to, maintaining the special assessment roll, accounting for the special assessments, receiving and depositing all special assessment revenues, delivery of all required notices and/or statements related to the special assessments to the property owners prior to July 1st of the year in which the special assessment becomes delinquent.

**The Firm** agrees to make delinquent special assessment collection progress reports to **The District** upon request.

## VI.

**The District** agrees to pay **The Firm**, for services rendered, attorney's fees in the amount of Fifteen Per Cent (15%) of all delinquent special assessments, penalties and interest collected by **The District** during the term of this contract. The penalty imposed pursuant to Section 33.07 of the Property Tax Code is not subject to this contractual fee. **The District** does hereby adopt of the additional penalty provided by Section 33.07 of the Property Tax Code. All fees provided for in this contract shall become the property of **The Firm** at the time payment of special assessments, penalties and interest is made to **The District**. **The District** shall pay fees due **The Firm** monthly by check.

## VII.

This contract is drawn to cover a period of beginning July 21, 1998, and ending June 30, 2000. **The Firm** shall have an additional six (6) months to reduce to judgment and sale all special assessment collection lawsuits filed and collect all bankruptcy claims filed prior to the termination of this contract and shall have the exclusive right to compensation of fees earned due to these suits during this six (6) month period. In consideration of the terms and compensation herein stated, **The Firm** hereby accepts said employment and undertakes the performance of this contract as above written.

## VIII.

This contract is executed on behalf of **The District** by the County Judge of Williamson County, Texas as the presiding officer of the Commissioners' Court of Williamson County, Texas, which is the governing body of **The District** who is authorized to execute this instrument by order heretofore passed and duly recorded in its minutes.

WITNESS the signatures of all parties hereto in duplicate originals this the 11<sup>TH</sup> day of August, A.D. 1998, Williamson County, Texas effective July 21, 1998.

**NORTHEAST ROUND ROCK ROAD  
DISTRICT NO. 1**

BY

John C. Doerfler  
County Judge

**McCREARY, VESELKA, BRAGG AND ALLEN, P.C.**  
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BY

Harvey M. Allen  
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