

AGENDA ITEM 39

Consider authorizing advertising and setting date of March 27, 2003 at 2:00 p.m. in the Auditor's office to receive bids for Parks Landscape Services.

Moved: **Commissioner Boatright**

Seconded: **Judge Doerfler**

Motion: To authorize advertising and setting the date of March 27, 2003 at 2:00 p.m. in the Auditor's office to receive bids for Parks Landscape Services.

Vote: 3 - 0

AGENDA ITEM 40

Consider awarding bids received for approximately 4 acres of land to be leased from the county for the purpose of constructing a communications tower.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Limmer**

Motion: To approve awarding bid to Lone Star Media for approximately 4 acres of land to be leased from the county for the purpose of constructing a communications tower. The preliminary contract included terminology regarding protection for the current antennae and communications that was inadvertently left off the final contract. Lone Star will add it back in prior to the County Judge's signature.

Vote: 3 - 0

< Attachment >

OPTION AND SITE LEASE AGREEMENT

THIS OPTION AND SITE LEASE AGREEMENT (this "Lease") is entered into this 7th day of MARCH, 2003 between:

LANDLORD: WILLIAMSON COUNTY
Honorable John C. Doefler
710 Main Street
Georgetown, TX 78626

TENANT: LONE STAR MEDIA, LLC
Address: 911 West Anderson Lane, Suite 107
Austin, Texas 78757

For the sum of \$10,000 (the "Option Fee"), to be paid to Landlord by Tenant upon execution of this Lease by both parties, and other good and valuable consideration, the parties agree as follows:

1. **Premises.** Subject to exercise of the Option and the following terms and conditions, Landlord leases to Tenant use of a portion of the real property (the "Property") described in the attached Exhibit "A", Site Plan I or Exhibit "B" Site Plan II, Tenant's use of the Property shall be limited to that portion of the Property, together with easements for access and utilities, described and depicted in each attached exhibit. (Collectively referred to hereinafter as the "Premises")

2. **Permitted Use.** The Premises may be used by Tenant only for permitted uses, which are the transmission and reception of communication signals and for the construction, maintenance, repair or replacement of related facilities, 499' guyed tower, antennas, equipment or buildings an related activities associated with such uses. Tenant shall obtain, at Tenant's expense, all licenses and permits or authorizations required for Tenant's use of the Premises from all applicable government and/or regulatory entitles (the "Governmental Approvals").

3. **Term**
a. **Option.** The Option ("Option") shall commence as the date of this Lease and shall terminate at midnight on June 30, 2003 ("Option Term"), unless prior to such time Tenant gives Landlord written notice of exercise of the Option. In the event Tenant does not exercise the option, 90% of the Option Fee shall be returned to Tenant and the balance retained by Landlord. If the Option is exercised, Landlord will retain the entire Option Fee and no portion thereof shall be applied to rent.

b. **Lease.** In the event that Tenant exercises the Option, the initial Term of this lease shall be five years, commencing upon written notification by Tenant to Landlord of Tenant's receipt of all Governmental Approvals (the "Commencement

Date”), which shall in any event be prior to the expiration of the Option Period, and such initial term shall terminate at Midnight of the last day of the month in which the fifth annual anniversary of the Commencement Date shall have occurred (“Initial Term”)

4. **Rent.** Beginning upon the Commencement Date, Tenant shall pay Landlord as rent sum of \$700 per month (“Rent”) for the first year of the Initial Term. Rent shall increase to \$775 per month (“Rent”) for the second year of the Initial Term. Rent shall increase to \$875 per month during the third year, \$975 per month during the forth year, \$1075 per month during the fifth year of the Initial Term of the Lease. All rent shall be payable on the first month of the Initial Term is less than a full calendar month, rent shall be prorated for such month.

5. **Renewal.** Tenant shall have the right to extend this Lease for three (3) additional five-years terms (“Renewal Term”). Each Renewal Term shall be on the same terms and conditions as set forth herein except that Rent shall increase for each term. The monthly Rent for each renewal term shall be:

First renewal term: \$1175.00 per month
Second renewal term: \$1275.00 per month
Third renewal term: \$1475.00 per month

This Lease shall automatically renew for each successive Renewal Term, unless tenant shall notify Landlord, in writing, of Tenant’s intention not to renew this Lease at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term, as the case may be.

6. **Non-Renewal.** If Tenant shall remain in possession of the Premises at expiration of the Initial Term or any Renewal Term of this Lease by Tenant having given prior written notice of its intent not to renew, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Lease at double the monthly rental rate in effect for the last renewal period.

7. **Improvements.**

a. Tenant shall have the right, at its expense, to erect and maintain on the Premises improvements, personal property and facilities, including a 499’ antenna tower and base and any number of communication and radio transmitting and receiving antennas, and auxiliary power generator, and an electronic equipment shelter (collectively the “Antenna Facilities”). All Antenna Facilities other than antenna anchors shall be located within a 125’ by 125’ area. Tenant shall have the right to replace or upgrade the Antenna Facilities at any during the term of this Lease. Tenants shall cause all construction to occur lien-free and in compliance with all applicable laws ordinances. The Antenna Facilities shall remain the exclusive property of Tenant throughout the term of this Lease, and Tenant shall have the right obligation to remove the Antenna Facilities upon any termination of this Lease and to restore the site as reasonably as possible to its condition prior to this Lease. Such restoration shall include removal of all facilities,

personal property and improvements to grade two feet below ground surface. If Tenant fails to remove the Antenna Facilities, or any portion thereof, after termination of this Lease, Tenant shall pay to Landlord as liquidated and exclusive damages an amount equal to twice the monthly rental rate in effect at the time of termination until all Antenna Facilities are removed. Notwithstanding the forgoing, by written notice from Landlord to Tenant, the Landlord may elect to retain and purchase the antennae and related personal property at the then fair market value of such fixtures and personal property.

b. Tenant, at its expense, shall construct a 6' chain link fence bounding the 125' by 125' area around the Antenna Facilities and shall construct a pipe fence around each antenna anchor. Tenant shall, at Tenant's expense, keep and maintain the Premises and all buildings and improvements now or hereafter located thereon in commercially reasonable condition and repair during the terms of this Lease. Tenant shall comply with all governmental regulations and ordinances.

c. Tenant, at its expense, will employ dedicated engineering personnel to maintain and manage site. Tenant dedicated employee/s will monitor site in accordance with FCC/FAA requirements. Tenant will not operate any transmitting and receiving antennas which would interfere with communication signals and equipment located on Williamson County's existing tower as indicated on attached exhibit A site Plan I and Exhibit B site Plan II. Tenant (through certified broadcast engineers) will submit to Landlord specific proof as to the absence of potential interference between broadcast elements prior to installation and operation of any transmitting and receiving equipment.

8. **Landlord's Use of Premises.** Landlord retains the right to use Premises so long as such use does not in any manner interfere with the rights herein granted to Tenant.

9. **Utilities.** Tenant shall pay any additional utilities charges due to Tenant's use. Tenant shall have the right to install utilities, at Tenant's expense, and to improve the present utilities on the Premises (including but not limited to the installation of emergency power generators).

10. **Default.** Any of the following occurrences, conditions, or acts shall be deemed a "Default" under this Lease:

a. If Tenant fails to pay amounts due under this Lease when due.

b. If either party fails to observe or perform its obligations under this Lease (other than Tenant's obligation to pay rent) and does not cure such failure within thirty (30) days from its receipt of written notice of such breach, or such longer period as may be required to diligently complete a cure commenced within the 30-day period.

11. **Termination.** This Lease may be terminated upon (i) Default, and (ii) expiration of the Initial Term or any Renewal Term, provided Tenant has not given notice of its intent to not renew this Lease for another term.

12. **Taxes.** Tenant shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Antenna Facilities. Landlord shall pay when due all real property taxes and all other fees and assessments attributable to the Premises. However, Tenant shall pay, as additional Rent, any increase in real property taxes levied against the Premises (including any additional taxes that relate to the period prior to the Commencement Date, i.e., roll-back taxes) which is directly attributable to Tenant's use of the Premises, and Landlord agrees to furnish proof of such increase to Tenant and its attribution to Tenant's use.

13. **Insurance and Subrogation.**

a. Tenant will provide Commercial General Liability Insurance in an aggregate amount of \$1,000,000.00 and name Landlord as an additional insured on the policy or policies. Tenant may satisfy this requirement by obtaining appropriate endorsement to any master policy of liability insurance Tenant may maintain. Tenant's independent contractor/s (construction period) will provide \$5,000,000 General Liability Insurance, \$1,000,000 General Automobile, Workman's Compensation.

b. Landlord and Tenant hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first party property insurance policies for all perils insured thereunder. In the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other.

14. **Hold Harmless.** Tenant agrees to hold Landlord harmless from any and all claims arising from the installation, use, maintenance, repair or removal of the Antenna Facilities and use of the Premises, except for claims arising from the negligence or intentional acts of Landlord, its employees, agents or independent contractors.

15. **Notices.** All notices, requests, demands and other communications hereunder shall be in writing and shall deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the address set forth on Page 1 of this Lease agreement.

16. **Title.** Landlord warrants that it has full power and authority to execute this Lease.

17. **Environmental Laws.** Tenant shall keep the Property hereby leased free from hazardous materials, as hereinafter defined, except for hazardous materials, if any, which are used in Tenant's business and are stored, handled and disposed of in all respects in compliance with applicable legal requirements. "Hazardous materials" as used herein shall mean (i) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901, *et seq.*) as amended from time to time, and regulations promulgated thereunder; (ii) any "hazardous substance" as defined by the Comprehensive

Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. § 9601, *et seq.*) ("CERCLA"), as amended from time to time, and regulations promulgated thereunder; (iii) asbestos; (iv) polychlorinated biphenyls; (v) any substance the presence of which the Premises is prohibited by any governmental authority; and (vi) any other substance which by any governmental requirement requires special handling in its collection, storage, treatment or disposal. In the event hazardous materials are ever discovered on the Property in compliance with applicable laws and regulations.

Tenant agrees to defend, indemnify and hold Landlord harmless from and against any and all claims, causes of action, demands and liability, including but not limited to damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney's fees that Landlord may suffer due to the existence or discovery of any hazardous substance on the Property or the migration of any hazardous substance to other properties or released into the environment, that relate to or arise from Tenant's activities on the Property.

The indemnifications in this section specifically include cost incurred in connection with any investigation of site conditions or any cleanup, remediation, removal or restoration work required by any governmental authority.

18. **Assignment and Subleasing.** Tenant may sublet portions of the Premises to third parties, provided that (i) Tenant immediately provides Landlord a written copy of such sublease, (ii) pays to Landlord, in addition to the rentals provided for herein, 40% of the gross rentals paid to Tenant under the terms of such sublease, and (iii) indemnifies Landlord against any loss or damage Landlord may incur (as set forth in this Lease) resulting from sub lessee's activity and/or use of the Premises.

19. **As Is.** Tenant's exercise of the Option shall signify that Tenant has examined the Premises to Tenant's complete satisfaction and knows its condition. In leasing the Property, Tenant relies on only Tenant's examination and judgment, not on the representation of any other person, as to value, future value, condition, size, age, use of any other matter. Tenant acknowledges that in leasing the Property, Landlord makes no warranties other than title or as otherwise may set forth specifically in this Lease, and leases the property AS IS, WITH ALL FAULTS.

20. **Successors and Assigns.** This Lease shall run with the Premises and shall be binding upon and insure to the benefit of the parties, their respective successors, personal representatives and assigns.

21. **Miscellaneous.**

a. The prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorney's fees and court costs, including appeals, if any.

b. Each party agrees to furnish to the other, within ten (10) days after request, such truthful estoppel information as the other may reasonably request.

c. This Lease constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease must be in writing and executed by both parties.

d. If either party is represented by a real estate broker in this transaction, that party shall be fully responsible for any fee due such broker, and shall hold the other party harmless from any claims for commission by such broker.

e. Each party agrees to cooperate with the other in executing any documents (including a Memorandum of Lease) necessary to protect its rights or use of the Premises. The Memorandum of Lease may be recorded in place of the Lease by either party.

f. This Lease shall be construed in accordance with the laws of the state in which the Property is located

g. If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

EXECUTED MARCH 7, 2003 by LANDLORD

WILLIAMSON COUNTY

By John C. Doefler 3-4-03
Hon. John C. Doefler
Williamson County Judge

EXECUTED MARCH 7, 2003 by TENANT

LONE STAR MEDIA, LLC

By Daryl D. O'Neal
Daryl D. O'Neal
It's Vice President

Lone Star Media New Communication Tower

Scope of Project

Lone Star Media proposes to lease approximately 3.52 acres outside of existing Williamson County tower footprint for the purpose of constructing a 499' communication tower. Lone Star media will pay Williamson County a monthly land lease rate for the use of the land. Lone Star Media will pay Williamson County a signing deposit upon award of contract. Lone Star Media will pay Williamson County a percentage of all lease revenues, which might be generated by leasing tower space to third party vendors.

Tower shall be constructed according to plans and specifications (provided by attachments) adjacent to Williamson Counties existing broadcast tower located at Southeast Loop and CR 110. New tower shall be constructed as a "lease" tower specifically for the purpose of leasing space to communication/cellular/broadcast vendors. Lone Star Media will pay for complete construction cost of tower (estimated at \$138,000) and all other aspects of the tower project described in Option and Site Lease Agreement as well as Specifications attached. Shared revenue and monthly lease rates are described in Option and Site Lease Agreement.

Lone Star Media will act as project manager and as such will be responsible for marketing, identifying, negotiating and securing any and all potential companies who might want to lease space on the new tower. As project manager Lone Star Media will assign a site manager who will be responsible to spend at least 10 hours per week physically at the tower site and another 10 hours a week electronically monitoring performance of tower and equipment located at the site. Site manager will be a qualified broadcast engineer. As project manager Lone Star Media will assure any and all potential vendors meet or exceed technical requirements (including interference issues) prior to any lease projects being proposed to the county. Project manager status will keep the county from having to deal with the day-to-day issues and management associated with the tower lease business.

All construction and installation of any communication/broadcast equipment will be guaranteed (by certified broadcast engineers) to not interfere with existing communication signals originating from Williamson Counties existing tower. All proposed vendors and associated contract amounts must be approved in advance by Williamson County both as to the technical specifications and possible interference issues. If possible

interference issues arise with Williamson County approved vendors, vendor/bidder will be required to purchase and install filters and appropriate equipment designed to retard interference.

Proposed 499' tower shall only be constructed after appropriate FAA and other governmental, utility authorizations. Project should be completed in a timely manner within 180 days after all governmental/municipal/utility approvals. New tower must be constructed by interlacing new guy wires with existing guy wires that now support Williamson Counties existing tower per Exhibit A Site Plan I/Exhibit B Site Plan II. Ground samples should be taken (if necessary) as to the compatibility for such a project

New Tower Specifications

- 499' Overall Structure Height
 - 495' Tower steel +3' Beacon = 498' To Top of Beacon
 - 495' Tower Steel +4' Lightning Rod = 499' To Top of Lightning Rod
 - 48" Face Width Triangular Cross Section to 495'
 - Minimum 300' Guying Radius/ Three sides' equilateral Guying configuration.
 - Red Incandescent Lighting with Tower Painting (Orange/White Banding) **No flashing white strobe lights on this tower.** Lighting and painting are according to current FAA regulations
 - Class A Galvanized EHS Guying system
 - Non reflective Guying Material (Nupla Glass) per note B of tower detail
 - EIA Standard Grounding
 - Install Cable type Safety Climb System
 - Install 24'x 16' 4" concrete slab adjacent to tower
 - Deliver and install 12 x 15 transmission building on slab. Building shall be constructed of at least 100% sheet metal on the outside. Insulated on the inside with 4 x 4 studs walls and finished out completely. Transmission building shall have appropriate HVAC and fire retardant/compression devices.
 - Lone Star Media is responsible for all cost associated with accessing electricity...installing poles and lines. Lone Star Media is responsible for cost of installing metering equipment.
-

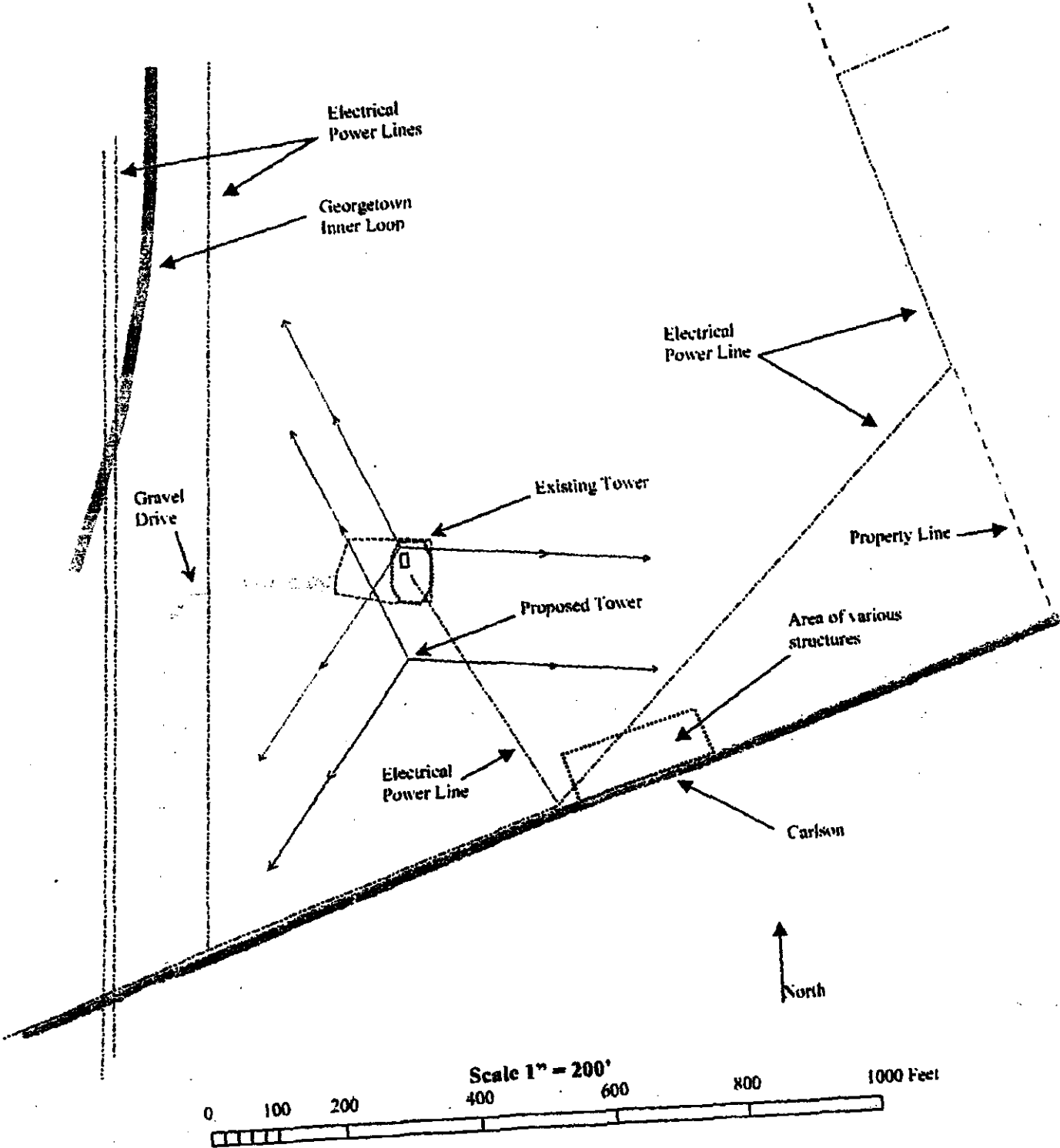
- Furnish and Install exterior propane or diesel powered generator capable of running all equipment within building in case of power loss.
- Install ice bridge from building to tower
- Furnish and install 125' x 125' 6' Commercial Chain link fence with security wire at top. Furnish and install two 8' drive through gates and one 3' walk through gate.
- Install 200' of base and gravel road to tower site
- Install gravel base within 125' x 125' common area to be weed and grass free.

Design Criteria

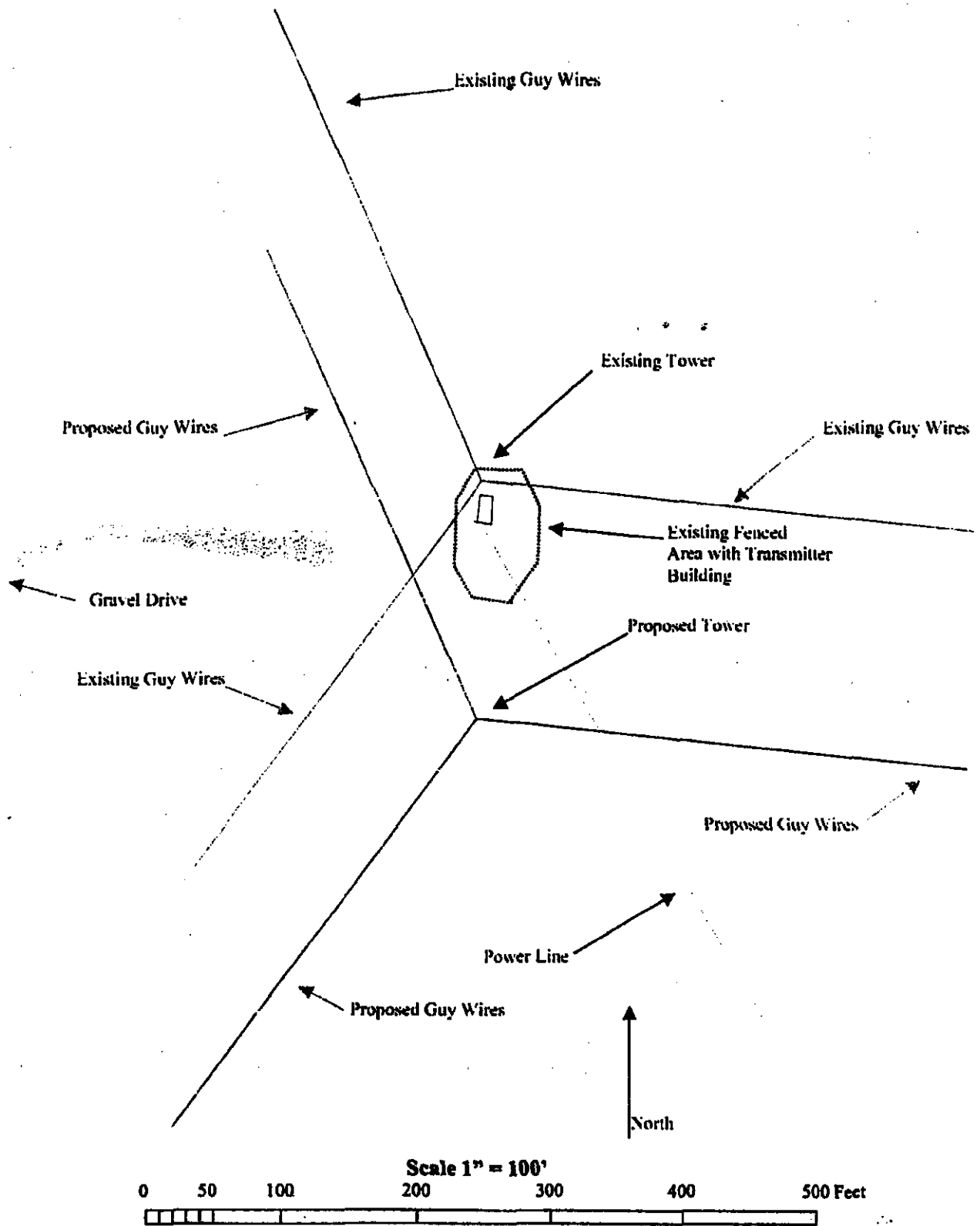
- Tower shall be an all purpose communication tower capable of supporting cellular, two way, UHF, and other apparatus designed to broadcast signals and therefore should be built with the most stringent of load and wind requirements. Assume multiple devices with coax up to each element; assume assorted dishes...std/stl equipment etc...
 - Design Wind = According to the International building code for this Geographic Area

Insurance

- Project Manager as land Tenant will provide Commercial General Liability Insurance in an aggregate amount of \$1,000,000.00 and name Landlord as an additional insured on the policy and policies. Tenant may satisfy this requirement by obtaining appropriate endorsement to any master policy of liability insurance Tenant may obtain. Tenant's independent contractor/s (construction period) will provide \$5,000,000 General Liability Insurance, \$1,000,000 General Automobile, Workman's Compensation.

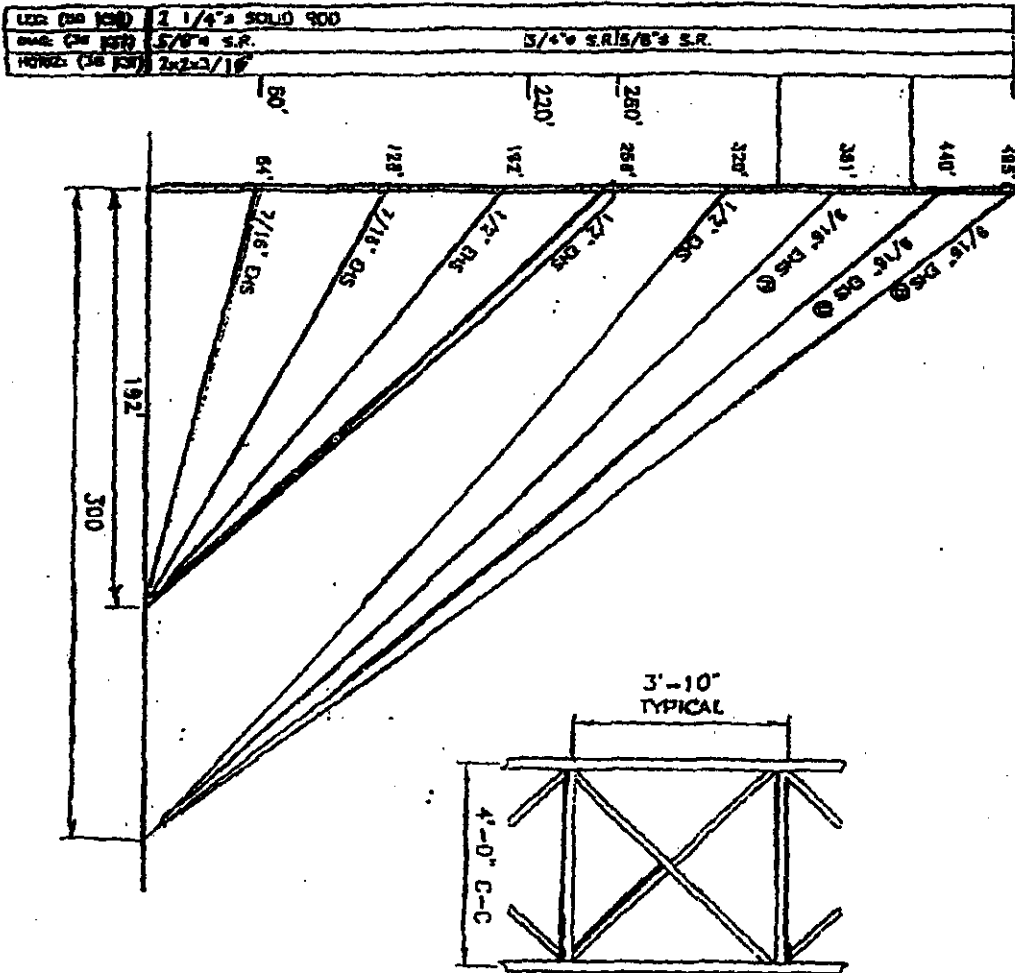


Tower Placement Site Plan
Exhibit A Site Plan I



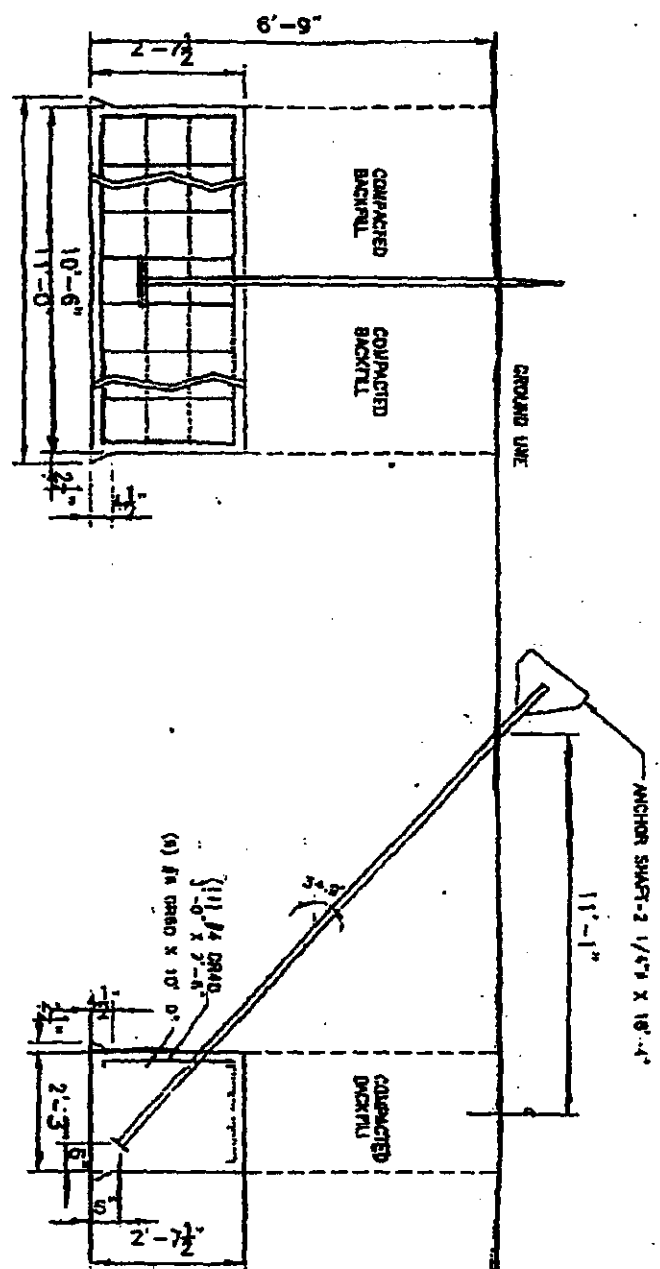
Expanded View of Tower Placement Site Plan

Exhibit B Site Plan II



NOTE "B"
40' NUPLA 493'
40' NUPLA 440'
40' NUPLA 361'

- NOTES:
1. LEO STEEL SHALL BE 50 KSI YIELD.
 2. ALL OTHER STEEL SHALL BE ASTM A 36.
 3. ALL STEEL SHALL BE HOT DIPPED GALVANIZED PER ASTM A 123.
 4. ALL CONNECTIONS ARE DESIGNED TO HOLD THE CAPACITY OF THE CONNECTING MEMBERS.
 5. ALL CONNECTIONS (WELDED AND BOLTED) SHALL CONFORM TO AISC "MANUAL OR STEEL CONSTRUCTION" LATEST EDITION.
- ON ALL THREE FACES ATTACHED INSIDE AND OUTSIDE SO FACE MOUNTED FIELD LINES BRACKETS.



DESIGN REACTIONS:

UPLIFT = 37.2 KIPS

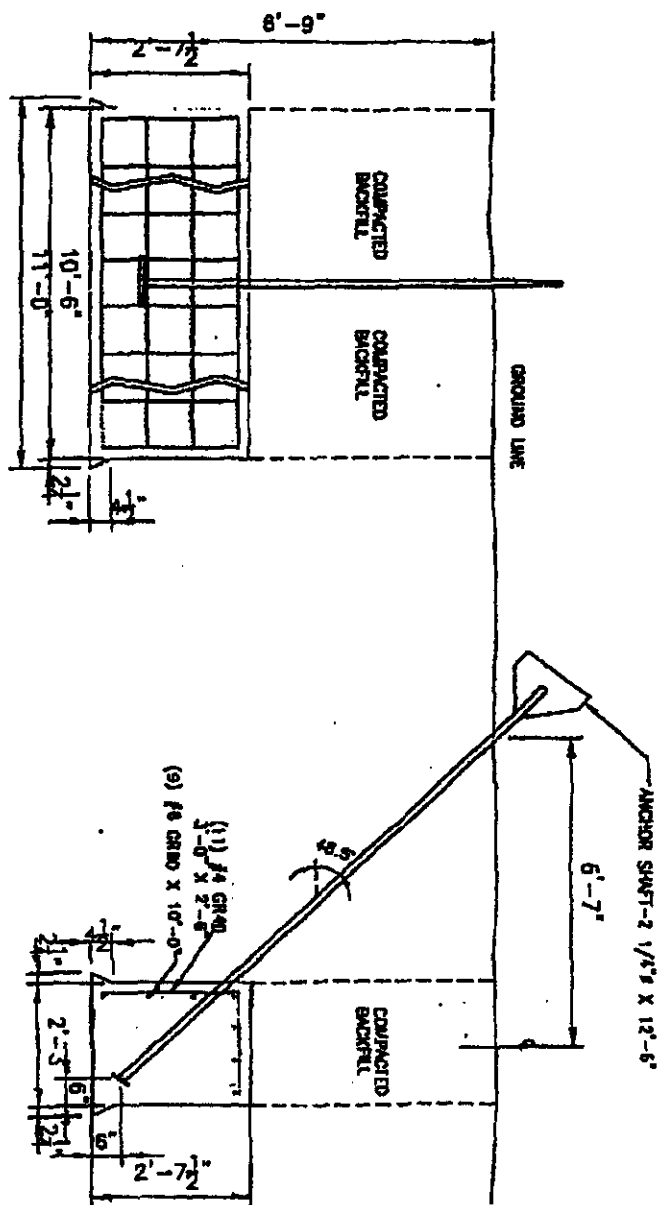
HORIZ. = 53.3 KIPS

SHAFT TENSION = 65.0 KIPS

NOTES:

1. CONCRETE SHALL OBTAIN MINIMUM COMPRESSIVE STRENGTH OF 3000 PSI AT 28 DAYS.
2. REBAR SHALL CONFORM TO ASTM A615 GRADE SPECIFIED.
3. ALL REBAR SHALL HAVE A 3" CONCRETE COVER.
4. BASE OF EXCAVATION SHALL BE CLEAN AND FREE OF LOOSE SOIL AND DEBRIS.
5. 4.15 C.Y. CONCRETE REQUIRED THIS GUY ANCHOR.
6. ANCHORS ANRE DESIGNED PER EIA/TIA 222-F "NORMAL SOILS."

TOWER DRAWINGS AND SPECIFICATIONS



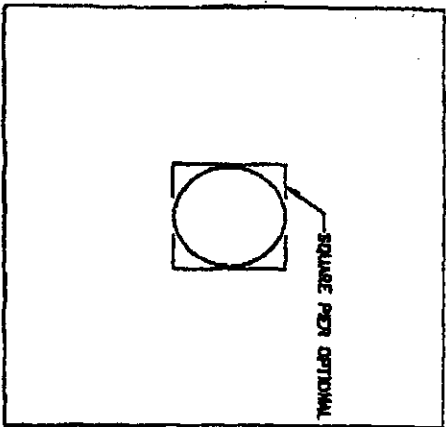
DESIGN REACTIONS:

UPFT = 41.2 KIPS
HORIZ. = 18.5 KIPS
SHAFT TENSION = 55.0 KIPS

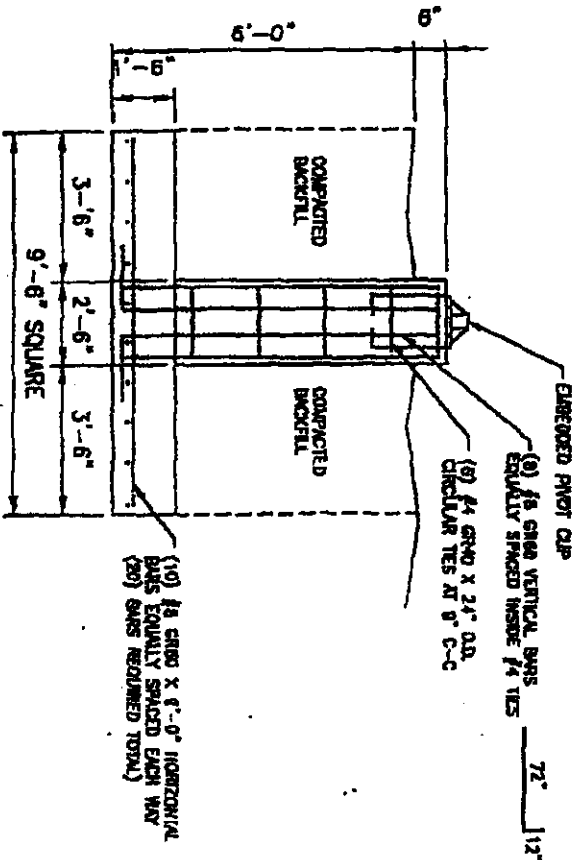
NOTES:

1. CONCRETE SHALL OBTAIN MAXIMUM COMPRESSIVE STRENGTH OF 3000 P.S.I. AT 28 DAYS.
 2. REBAR SHALL EXHIBIT 60,000 P.S.I. AISI GRADE SPECIFICALLY.
 3. ALL REBAR SHALL HAVE A "J" CONCRETE COVER.
 4. BASE OR EXCAVATION SHALL BE CLEAN AND FREE OF LOOSE SOIL.
 5. 4.15 C.Y. CONCRETE REQUIRED THIS DUTY ANCHOR.
6. ANCHORS ARE DESIGNED PER EWING 222-T NORMAL SCS.

TOWER DRAWINGS AND SPECIFICATIONS



PLAN VIEW



ELEVATION VIEW

- NOTES:
1. CONCRETE SHALL BE 4000 PSI MINIMUM COMPRESSIVE STRENGTH OF 3000 PSI AT 28 DAYS.
 2. REINFORCING SHALL CONFORM TO THE ASTM A615 GRADE SPECIFIED.
 3. ALL REBAR SHALL HAVE A "J".
 4. CONCRETE COVER, BASE OF EXCHANGER SHALL BE CLEAN AND FREE OF LOOSE SOIL AND DEBRIS.
 5. SEE C.V. CONCRETE REQUIRED THIS TOWER BASE.
 6. TOWER BASE IS DESIGNED PER EIA NORMAL SOILS.
 7. DESIGN PRESSURE AT DESIGN WIND LOAD IS 2310 PSF.

TOWER BASE REATIONS:

AXIAL = 190.0 KIPS
 SHEAR = 1.0 KIPS

SIMMONS AUSTIN, LLC
515 SOUTH 700 EAST, 1-C
SALT LAKE CITY, UTAH 84102

REGIONS BANK
TEXAS
88-78/1119

34542

3-5-03

AMOUNT
\$10,000.00

**PAY
TO THE
ORDER
OF**

Ten Thousand Dollars and no cents
Williamson County



AUTHORIZED SIGNATURE

⑈0034542⑈ ⑆111900785⑆ 84 5700 4613⑈

⑈Security Features: See ⑈7/2/2003⑈

LOC

SIMMONS AUSTIN, LLC - Salt Lake City, Utah 84102

34542

Bid # 03WC514
\$10,000.00

AGENDA ITEM 41

Consider authorizing a resolution for the County's participation in the TASB (Texas Association on School Boards) Cooperative.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Limmer**

Motion: Authorize a resolution for the County's participation in the TASB (Texas Association on School Boards) Cooperative.

Vote: **3 - 0**

< Attachment >

INTERLOCAL PARTICIPATION AGREEMENT**for the
Texas Local Government Purchasing Cooperative**

This Interlocal Participation Agreement ("Agreement") is made and entered into by and between the Texas Local Government Purchasing Cooperative ("Cooperative"), an administrative agency of cooperating local governments, acting on its own behalf and the behalf of all participating local governments, and the undersigned local government of the State of Texas ("Cooperative Member"). The purpose of this Agreement is to facilitate compliance with state bidding requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Cooperative Members.

WITNESSETH:

WHEREAS, the Cooperative Members are authorized by Chapter 791, et seq., The Interlocal Cooperation Act of the Government Code ("the Act"), to agree with other local governments to form purchasing cooperatives; and

WHEREAS, the Cooperative is an administrative agency of local governments cooperating in the discharge of their governmental functions; and

WHEREAS, the Cooperative Member does hereby adopt the Organizational Interlocal Agreement, together with such amendments as may be made in the future, reflecting the evolving mission of the Cooperative and further agrees to become an additional party to that certain Organizational Interlocal Agreement promulgated on the 26th day of January, 1998.

NOW BE IT RESOLVED that the undersigned Cooperative Member in consideration of the agreement of the Cooperative and the Cooperative Members to provide services as detailed herein does agree to the following terms, conditions, and general provisions.

In return for the payment of the contributions and subject to all terms of this Agreement, the parties agree as follows:

TERMS AND CONDITIONS

1. **Adopt Organizational Interlocal Cooperation Agreement.** The Cooperative Member by the adoption and execution of this Agreement hereby adopts and approves the Organizational Interlocal Agreement dated January 26, 1998, together with such amendments as may be made