

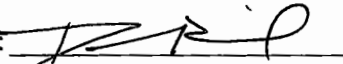
Memorandum of Understanding Between Burnet County and Brannan Paving Company

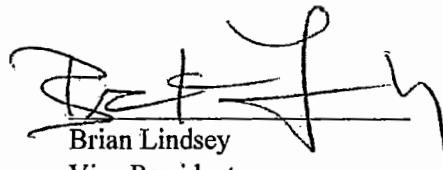
The following Memorandum of Understanding is made between Burnet County, a governmental entity, and Brannan Paving Company, a private contractor represented herein by its Vice President, Brian Lindsey, which conducts business within Burnet County. The memorialized terms stated herein express the intentions and understanding of the parties only. Any action on behalf of Burnet County requires the public vote of the Burnet County Commissioners Court.

1. Brannan Paving Company is a privately-operated business entity which provides paving services to its customers. Brannan Paving Company provides these services inside of Burnet County, Texas.
2. Burnet County maintains and operates a county road system. CR 210 is a part of this public roadway system. An approximate 3-mile-long portion of this roadway is in need of an upgrade. Such improvement will increase the life/use of the roadway surface from its current state.
3. Brannan Paving Company wishes to assist Burnet County to make the upgrade/improvements to the specified portion of CR 210. It wishes to donate its equipment and manpower to conduct the upgrade. Brannan Paving Company desires to foster goodwill with the public in Burnet County. Brannan Paving Company understands it will receive no compensation or special consideration from Burnet County for its effort.
 - A. Brannan Paving Company shall adhere to any and all professional standards in performing the roadwork upgrade. Brannan Paving Company will also ensure a safe worksite for its personnel while conducting the upgrade to CR 210.
 - B. Any damage to equipment owned by Brannan Paving Company while performing the roadwork upgrade will be the responsibility of Brannan Paving Company unless such damage is the direct result of an action by a Burnet County elected official or employee.
4. Burnet County shall supply and transport any and all material and supplies to the roadway work site when requested by Brannan Paving Company.
 - A. Burnet County Commissioner Pct. # 2 Damon Beierle shall consult with Brannan Paving Company in regards to scheduling when the work shall occur.
 - B. On behalf of Burnet County, Commissioner Pct. #2 Damon Beierle shall purchase requested material and ensure its delivery according to the agreed scheduled. The transport of the material and supplies to the worksite shall be done by Burnet County.

In Witness Hereof, the parties have executed this Memorandum of Understanding on the dates indicated below.

BURNET COUNTY, TEXAS

By: 
Damon Beierle
Burnet County Commissioner, Pct. #2
Date: 2/9/2021


Brian Lindsey
Vice President
Brannan Paving Company
Date: 02/04/2021