

INTERLOCAL AGREEMENT
(RM 620 UTILITY ADJUSTMENT PROJECT)

THE STATE OF TEXAS	§	
	§	KNOW ALL BY THESE PRESENTS:
COUNTY OF WILLIAMSON	§	

THIS INTERLOCAL AGREEMENT ("**Agreement**") is entered into between Brushy Creek Municipal Utility District, a conservation and reclamation district of the State of Texas (the "**District**") and Williamson County, a political subdivision of the State of Texas (the "**County**"). In this Agreement, the District and the County are sometimes individually referred to as "**a Party**" and collectively referred to as "**the Parties**".

Recitals

WHEREAS, the County proposes to improve Ranch to Market (RM) 620 from 0.71 miles north of SH 45 to 1.66 miles west of IH-35 in Williamson County, Texas; and

WHEREAS, the proposed roadway improvements project includes the acquisition of additional right-of-way on the south side of RM 620 in locations where the District owns and operates water and wastewater improvements, and the roadway project may require the replacement of an existing District water transmission line and encasement thereof; the extension of encasement for certain other District water and wastewater line improvements; the adjustment of manhole elevations; and the relocation of one or more fire hydrants; and

WHEREAS, a portion of the District's water and wastewater improvements are located within easements held by the District, and a portion of the improvements are located within the public right-of-way; and

WHEREAS, this Agreement sets forth the terms and conditions pursuant to which the County shall adjust certain water and wastewater improvements of the District in connection with the roadway improvements.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Agreement, the Parties agree as follows:

I.
DEFINITIONS

When used in this Agreement, capitalized terms not otherwise defined shall have the meanings set forth below:

1.01 "Agreement" means this Interlocal Agreement.

1.02 "Bid Documents" means the plans and specifications, together with all contract documents and bid instructions, relating to construction of the Project.

1.03 "County" means Williamson County, Texas.

1.04 "District Construction Costs" means the costs of construction of the Utility Improvements for which the District is responsible, calculated as the product of the Utility Construction Costs multiplied by the Eligibility Percentage, and less an amount equal to the Engineering Cost Credit.

1.05 "District Engineering Costs" means all costs and expenses incurred by the District relating to or arising out of the engineering consulting and design services for the Utility Design Work, whether incurred before or after the Effective Date of this Agreement.

1.06 "Effective Date" means the last date of execution of this Agreement by the Parties; provided, however, both of the Parties must execute this Agreement for it to be effective.

1.07 "Eligibility Percentage" means the percentage of the Utility Construction Costs for which the District is responsible, to be calculated in accordance with the eligibility ratio calculation methodology set forth in the TxDOT Utility Manual.

1.08 "Engineering Cost Credit" means the product of $(1 - (\text{the Eligibility Percentage}))$ multiplied by (the District Engineering Costs).

1.09 "Existing Easements" means all easements held by the District within the Project Area authorizing the construction, ownership and operation of water and/or wastewater improvements.

1.10 "Party" or "Parties" means the District and/or the County, individually or collectively, as applicable.

1.11 "Project" means, collectively, the Roadway Improvements and the Utility Improvements, all as set forth in this Agreement.

1.12 "Project Area" means the area in which the Project will be undertaken from 0.71 miles north of SH 45 to 1.66 miles west of IH-35 in Williamson County, Texas.

1.13 "Project Contractor" means the contractor(s) that enter into a contract with the County for construction of the Project.

1.14 "Roadway Improvements" means the acquisition of additional right-of-way and construction of the improvements to RM 620 undertaken by the County within the Project Area, whether before or after the Effective Date of this Agreement.

1.15 "Utility Construction Costs" means the total costs of construction of the Utility Improvements, as determined by the bid of the Project Contractor.

1.16 "Utility Design Work" means the engineering consulting and design services undertaken by the District's engineering consultants on behalf of the District in connection with the Utility Improvements including participation in meetings relating to the Project on behalf of the District. The Utility Design Work shall not include any engineering consulting or design services relating to the Roadway Improvements, or any services performed by engineering consultants on behalf of the County.

1.17 "Utility Improvements" means the design and construction of those certain water and wastewater system improvements in the Project Area, as more particularly identified on Exhibit "A" attached hereto. The Parties acknowledge that the Utility Improvements set forth on the exhibit have been identified based upon plans and specifications for the District's existing water and wastewater improvements, and the scope of the Utility Improvements may be revised in the event the actual location of District improvements differs from the plans. In such an event, a revised exhibit, executed by both parties, shall be attached to this Agreement.

II.

STATEMENT OF INTENT; CONDITION PRECEDENT; AND PRELIMINARY SURVEYING COSTS

2.01 General. The purpose of this Agreement is to provide for the design and construction of the Utility Improvements to be undertaken by the County as part of, and as necessitated by, the Roadway Improvements.

III.

DESIGN OF PROJECT

3.01 Design of Utility Improvements. Promptly after execution of this Agreement by the Parties, the District will authorize its engineering consultants to continue to provide engineering consulting services for the Utility Design Work.

3.02 Eligibility Percentage. The District shall furnish the final Eligibility Percentage to the County simultaneously with the completed plans and specifications for the Utility Improvements.

3.03 Design of Roadway Improvements. The County shall be solely responsible for all engineering services relating to the Project except for the Utility Design Work.

3.04 Cost of Design. The District will advance and pay the cost of the Utility Design Work, subject to its right to receive the Engineering Cost Credit. The County shall pay all other engineering and design costs relating to the Project other than those paid by the District under this Section 3.03.

3.05 Work Product. Upon receipt of a request from the County, the District agrees to promptly make available to the County a copy of any work product produced by its engineering consultant in connection with the Utility Design Work. The County shall pay all reasonable costs incurred by the District in preparing and furnishing the copies.

IV.
EASEMENT MATTERS

4.01 Existing Easements. The Parties acknowledge and agree that a portion of the Project is being undertaken in areas where the District holds the Existing Easements. The Parties agree that the District shall not release any rights under the Existing Easements, and the Existing Easements shall remain in full force and effect for all purposes. The County specifically acknowledges and agrees as follows with respect to the Existing Easements:

(i) The District is not releasing, relinquishing, waiving or abandoning any of its rights or interests under the Existing Easements in whole or in part, and all such rights and interests shall remain in full force and effect notwithstanding the prior or future acquisition of right-of-way lands by the County.

(ii) The District acquired its rights under, and interests to, the Existing Easements prior to the date on which the County secured or will secure public right-of-way for the Project, and specifically acknowledges and agrees that the lands within the Existing Easement did not constitute public right-of-way at the time the District secured the Existing Easements.

(iii) The County acknowledges and agrees that the District shall have the right to construct additional infrastructure improvements within, and to otherwise exercise all rights under, the Existing Easements.

(iv) In the event the County or Texas Department of Transportation does not authorize the Utility Improvements or the Existing Easements to remain in place, or prohibits the District from exercising any rights under the Existing Easements (including the construction of additional improvements within the Existing Easements), then the County agrees to pay all costs and expenses associated with relocating the District's facilities or construction of new facilities in a location that does not conflict with the right-of-way, including the costs of acquisition of new easements.

(v) The District is not releasing its rights to future relocation of the Utility Improvements located within the Existing Easements (and for any additional facilities constructed therein) at the sole cost and expense of the entity requiring future relocation, and the District expressly reserves such rights.

(vi) The District shall retain all rights to enforce the terms of the Existing Easements, and this Agreement does not constitute any waiver or relinquishment of any such rights.

(vii) The District shall have no obligation to repair or replace any damage to the Roadway Improvements caused by the exercise of the District's rights under the Existing Easements, and the County expressly releases the District from any liability or costs associated therewith.

V.

CONSTRUCTION OF PROJECT

5.01 General. The Parties mutually acknowledge and agree that the County shall construct all physical improvements that constitute the Project, including the Utility Improvements.

5.02 Approval of Bid Documents.

(a) Without limitation, the Bid Documents must include the following requirements relating to the construction of the Utility Improvements:

(i) The design of the Utility Improvements within the Bid Documents shall be in the form prepared by the District;

(ii) The Bid Documents shall require the Project Contractor to repair or replace any and all damage to District property, including other water and wastewater system facilities of the District, arising out of the Project at no cost or expense to the District;

(iii) The Utility Improvements shall be separated from the remainder of the Project such that the bid amounts for the Utility Improvements (i.e., Utility Construction Costs) may be specifically identified.

(iv) The District's existing water and wastewater improvements shall remain operational at all times until the Utility Improvements are completed, operational, and accepted by the District; and

(v) The District shall be named as an additional insured on the contractor's insurance policies;

(b) The County agrees that it shall not amend any aspect of the Bid Documents as they relate to the Utility Improvements without the District's prior written consent.

(c) The District agrees that it shall not have any right of approval with respect to the design and construction of the Roadway Improvements, and the County agrees that the District shall not have any duty, obligation or responsibility with respect the design or construction of the Roadway Improvements.

5.03 Bid Award.

(a) All construction contracts for the Project will be competitively bid and awarded by the County in the manner provided by State laws and in accordance with this Contract.

(b) The County shall furnish the bid tabulation and recommended award to the District not less than 10 days prior to awarding a contract for construction of the Project. The County shall also specify the date on which the County Commissioners shall determine the award of the contract.

5.04 Construction of Utility Improvements.

(a) **General.** The County shall be responsible for constructing, or causing to be constructed, the Project, including the Utility Improvements, and all related equipment, materials and supplies. In connection with the construction of the Utility Improvements, the County agrees to use its best efforts to ensure that the Project Contractor completes construction of the Utility Improvements in accordance with the plans and specifications and other requirements set forth in the Bid Documents.

(b) **Inspection.**

(i) The County shall retain a full-time construction inspector to inspect construction of the Project, including the Utility Improvements. The County will notify the District of any construction defects relating to the Utility Improvements coming to its attention as soon as practicable and in no event later than five calendar days (excluding official holidays) after obtaining knowledge of the defect. The District may elect to have its employees or staff inspect or observe construction of the Utility Improvements from time to time.

(ii) The District's representatives shall have a reasonable right to access and inspect the Utility Improvements as construction progresses, and the County shall not interfere with such access or inspection by the District or its designated representative(s).

(c) **Change Orders.**

(i) During construction, any change orders related to the Utility Improvements will be subject to review and approval by the District. The District will review any change orders and either approve the change order or provide written comments specifically identifying the changes required within five working days of submittal. If the District fails to either approve the submittal or provide written comments specifically identifying the required changes within 5 working days, the change order in question will be deemed approved.

(ii) During construction, any change orders related to the Roadway Improvements or impacting the costs thereof (and which do not relate to the Utility Improvements) will be made in the County's sole discretion.

(d) **Insurance.** The County shall require that all workers involved with the installation and construction of the Project are covered by workers' compensation insurance as required by the laws of the State of Texas. The County shall also require that the contractors procure and maintain comprehensive general liability insurance insuring against the risk of bodily injury, property damage, and personal injury liability occurring from, or arising out of, construction of the Project, with such insurance in the amount of a combined single limit of liability of at least \$1,000,000 and a general aggregate limit of at least \$5,000,000. Such insurance coverage shall be maintained in force at least until the completion, inspection and

acceptance of the Project. The District shall be named as an additional insured on all such insurance coverages.

5.05 Payment of Costs.

(a) All construction contracts and other agreements relating to the construction of the Project will contain provisions to the effect that the Project Contractor will look solely to the County for payment of all sums coming due thereunder.

(b) Upon execution of a construction contract with the Project Contractor, the County shall provide a written invoice to the District for payment of the District Construction Costs. The invoice shall include sufficient detail to support the invoiced amount, and shall specifically identify the amount of the Utility Construction Costs, the Eligibility Percentage, and the Engineering Cost Credit. Within thirty (30) days after receive of a complete invoice, the District shall provide payment to the County in the full amount of the District Construction Costs.

(c) Subject to receipt of payment from the District in the amount of the District Construction Costs, the County shall pay to the Project Contractor 100 percent of all construction costs relating to the Project, including the Utility Construction Costs.

5.06 Acceptance.

(a) Upon completion of construction of the Project, the County shall obtain the approval of the District for the completed Utility Improvements prior to acceptance and final payment of retainage to the Project Contractor.

(b) Within 30 days after completion of construction and prior to final payment to the engineers for the Project, the County will cause the Project engineers to provide to the District a concurrence letter from the Project engineers certifying that the construction of the Utility Improvements has been completed in accordance with the approved plans, specifications and change orders, that the facilities have been tested and approved for use in accordance with the approved contract documents.

(c) Within 60 days after substantial completion of construction of the Project, the County will cause the Project engineers to provide to the District a copy of the final "record" drawings of the completed Utility Improvements in an electronic format requested by the District.

5.07 Warranties. The County agrees to cause the Project Contractor to repair all defects in materials, equipment or workmanship appearing within one year from the date of acceptance of the Utility Improvements. Upon receipt of written notice from the District of the discovery of any defects during this period, the County shall promptly cause the Project Contractor to remedy the defects and repair or replace any property damaged as a result thereof.

5.08 Continuation of Service. The County agrees that the Project shall be undertaken so as to minimize any disruption of water and wastewater service to customers of the District and will not result in the permanent loss of water or wastewater service to any customers.

VI. CONVEYANCE

6.01 Conveyance. Within thirty (30) days after receipt of the engineer's concurrence letter pursuant to Section 5.06(b) above, the County will convey the Utility Improvements to the District by Bill of Sale and Assignment in the form attached hereto as **Exhibit "B"**.

6.02 Risks Pending Conveyance. The County agrees that, until conveyance, it will maintain, or cause to be maintained, insurance in such amounts as are reasonable and prudent on the Utility Improvements. If any part, whether substantial or minor, of the Utility Improvements are destroyed or rendered useless by fire, flood, wind, or other casualty after completion but prior to conveyance to the District, the County will make repairs and replacements to restore the Utility Improvements to their prior condition.

6.03 Ownership Interests. After conveyance, the District shall hold an 100% undivided ownership interest in the Utility Improvements. The County shall own an 100% undivided ownership interest in the Roadway Improvements.

VII. DISPUTES

7.01 Material Breach; Notice and Opportunity to Cure.

(a) In the event that one Party believes that another Party has materially breached one of the provisions of this Agreement, the non-defaulting Party will make written demand to cure and give the defaulting Party up to 30 days to cure such material breach or, if the curative action cannot reasonably be completed within 30 days, the defaulting Party will commence the curative action within 30 days and thereafter diligently pursue the curative action to completion. This applicable time period must pass before the non-defaulting Party may initiate any remedies available to the non-defaulting party due to such breach. The Parties agree, to the maximum extent authorized under law, to waive any governmental immunity to which they may be entitled with respect to any breach of this Agreement by either Party, but each Party specifically retains all immunity from suit and from damages that it may otherwise be entitled to with respect to claims raised by third parties.

(b) Any non-defaulting Party will mitigate direct or consequential damage arising from any breach or default to the extent reasonably possible under the circumstances.

(c) The Parties agree that they will negotiate in good faith to resolve any disputes and may engage in non-binding mediation, arbitration or other alternative dispute resolution methods as recommended by the laws of the State of Texas.

7.02 Equitable Relief. In recognition that failure in the performance of the Parties' respective obligations could not be adequately compensated in money damages alone, the Parties agrees that after providing notice and an opportunity to cure in accordance with Section 7.01 above, the Parties shall have the right to request any court, agency or other governmental authority of appropriate jurisdiction to grant any and all remedies which are appropriate to assure

conformance to the provisions of this Agreement. The defaulting Party shall be liable to the other for all costs actually incurred in pursuing such remedies, including reasonable attorney's fees, and for any penalties or fines as a result of the failure to comply with the terms including, without limitation, the right to obtain a writ of mandamus or an injunction requiring the governing body of the defaulting party to levy and collect rates and charges or other revenues sufficient to pay the amounts owed under this Agreement.

7.03 Agreement's Remedies Not Exclusive. The provisions of this Agreement providing remedies in the event of a Party's breach are not intended to be exclusive remedies. The Parties retain, except to the extent released or waived by the express terms of this Agreement, all rights at law and in equity to enforce the terms of this Agreement.

VIII. GENERAL PROVISIONS

8.01 Authority. This Agreement is made in part under the authority conferred in Chapter 791, *Texas Government Code*.

8.02 Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected and this Agreement will be construed as if the invalid portion had never been contained herein.

8.03 Assignment. Except as otherwise provided herein, the assignment of this Agreement by any Party is prohibited without the prior written consent of the other Party. All of the respective covenants, undertakings, and obligations of each of the Parties will bind that Party and will apply to and bind any successors or assigns of that Party.

8.04 Payments from Current Revenues. Any payments required to be made by a Party under this Agreement will be paid from current revenues or other funds lawfully available to the Party for such purpose.

8.05 Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

8.06 Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter.

8.07 Amendments. Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

8.08 Applicable Law; Venue. This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Williamson County, Texas.

8.09 Notices. Any notices given under this Agreement will be effective if (i) forwarded to a Party by hand-delivery; (ii) transmitted to a Party by confirmed telecopy; or (iii)

deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

DISTRICT:

Brushy Creek Municipal Utility District
16318 Great Oaks Drive
Round Rock, Texas 78681
Attn: General Manager
Telephone: (512) 255-7871
Facsimile: (512) 255-0332

COUNTY:

Williamson County
710 Main Street, Suite 101
Attn: Judge Dan A. Gattis
Telephone: (512) 943-1577


8.10 Exhibits. The following exhibits are attached to this Agreement and incorporated herein by reference:

- Exhibit A - Location and Description of Utility Improvements
- Exhibit B - Form of Bill of Sale

8.11 Counterparts; Effect of Partial Execution. This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

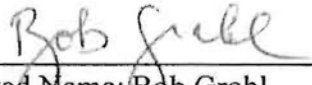
8.12 Authority. Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

ATTEST:



Asst. Secretary, Shean Dalton

**BRUSHY CREEK MUNICIPAL UTILITY
DISTRICT:**

By: 


Printed Name: Bob Grahl
Title: President
Date: 6-27-11

ATTEST:



County Clerk

WILLIAMSON COUNTY:

By: 

Printed Name: _____
Title: County Judge
Date: 8-11-11

EXHIBIT "A"

LOCATION AND DESCRIPTION OF UTILITY IMPROVEMENTS



May 23, 2011
27872

Brushy Creek MUD
16318 Great Oaks Drive
Round Rock, Texas 78681-2506
Attn: Mike Petter – General Manager

Re: Utility Adjustment Project Notice – RM 620 Safety Improvements from 0.71 miles north of SH 45 to 1.66 miles west of IH 35 in Williamson County (CSJ: 0683-01-079)

Dear Mr. Petter:

Halff Associates, Inc. has been retained and authorized by Williamson County to perform utility coordination/engineering services for the above referenced project. It has been determined that Brushy Creek MUD has two water and two wastewater facilities crossing RM 620 within the project limits; approximately 600 feet east of Cornerwood Drive and at the intersection of Great Oaks Drive. At the direction of Williamson County, Halff attempted to expose each crossing by non-destructive vacuum excavation to determine the required modifications, if any, to meet TxDOT Utility Accommodation Rules. Below is a brief description of each crossing along with an estimated construction cost for the improvement work:

Crossing 1 (8" water line east of Cornerwood) – The end of the encasement was verified by vacuum excavation and will need to be extended approximately 30 feet to meet TxDOT requirements. The proposed 42" storm sewer crosses the water line at an elevation of 812+- and the water flow line is 806.7+- per Brushy Creek plans.

Crossing 2 (12" wastewater line east of Cornerwood) – The end of the encasement was verified by vacuum excavation and will need to be extended approximately 30 feet. Per the proposed roadway plans, this area is subject to fill; therefore the wastewater manhole will need to be adjusted to final grade. The proposed 42" storm sewer crosses the wastewater line at an elevation of 812+- and the wastewater flow line is 803.3+-.

Crossing 3 (12" wastewater line at Great Oaks) – Due to the wastewater line being located in pavement and the presence of rock, Halff was unable to verify the end of encasement, therefore the end of encasement is shown based on plans provided by Brushy Creek MUD. Based on the plans, the encasement will need to be extended approximately 30 ft. The proposed 24" storm sewer crosses the wastewater line at an elevation of 816+- and the wastewater flow line is 810.5+-.

Crossing 4 (12" water line at Great Oaks) – Halff dug on the line just south of the RM 620 pavement and did not find encasement. The line has a depth of cover of 9.74 ft. As TxDOT

HALFF ASSOCIATES, INC.

4030 WE ST BRAKER LANE, STE 450
AUSTIN, TX 78759

TEL (512) 252-8184
FAX (512) 252-8141

WWW.HALFF.COM



requires encasement across the roadway, Brushy Creek MUD will need to replace the existing crossing with encasement, unless it can be proven otherwise, and relocate the fire hydrant to the proposed ROW. The proposed 24" storm sewer crosses the water line at an elevation of 816+-.

90 ft of split encasement by open cut at \$175/ft = \$15,750 (crossings 1, 2 and 3)

WW mh adjustment to grade = \$2,500 (crossing 2)

165 ft of water pipe and encasement by bore at \$300/ft = \$49,500 (crossing 4)

Fire hydrant replacement = \$4,000 (crossing 4)

Traffic control = \$5,000

Engineering, administrative, etc. = \$10,000

Estimated relocation cost = \$86,750

County participation (17%) = \$14,747.50

Brushy Creek MUD participation (83%) = \$72,002.50

Note that the above costs are rough estimates used for planning purposes only and should be updated by Brushy Creek MUD accordingly. If Brushy Creek MUD can prove that crossing 4 is encased and will only need an encasement extension to comply with TxDOT, the estimate will be significantly reduced.

Electronic files for the TxDOT roadway improvement plans and cross-sections along with a pdf of the conflict analysis and utility layout have been previously provided and can be found on our FTP site (directions provided in an email dated January 12, 2011). We are requesting that your office review the project information, confirm the above mentioned conflicts with your existing facilities, engineer and plan utility adjustments that will not be in conflict with the proposed roadway improvements to satisfy TxDOT's Utility Accommodation Rules.

Your immediate attention to this project is required as project letting is scheduled for August 2011. If any questions should arise, Ryan Lewis, P.E. or I may be reached at (512) 252-8184 and we would be happy to meet to discuss the required relocations.

Sincerely,

HALFF ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read "Todd Jackson", with a long, sweeping horizontal line extending to the right.

Todd Jackson, P.E.

Vice President

C: File

Bob Daigh – Williamson County

Laura Harris/Christen Eschberger – HNTB

Mike Wheeler – Brushy Creek MUD

EXHIBIT "B"

FORM BILL OF SALE AND ASSIGNMENT

BILL OF SALE AND ASSIGNMENT

Date: _____

Grantor: Williamson County, Texas

Grantor's Mailing Address (including county):

Grantee: _____

Grantee's Mailing Address (including county):

Consideration: Ten Dollars (\$10.00) and other good and valuable consideration in hand paid by Grantee.

Facilities: See Exhibit "A" attached hereto.

Intangible Assets: See Exhibit "B" attached hereto.

Grantor, for the consideration herein expressed, sells, assigns, and transfers to Grantee:

- a) the Facilities as described on Exhibit "A"; and,
- b) the Intangible Assets described on Exhibit "B."

Reference is hereby made to that certain "Interlocal Agreement" dated _____, 2011, between Grantor and Grantee ("Agreement"). The covenants and representations set forth in the Agreement are hereby incorporated herein by reference as if such covenants and representations were fully set out herein.

Grantor agrees to hereafter cooperate with Grantee, take such actions and execute such other specific documents as may be necessary or appropriate to accomplish the transfers contemplated in the Agreement and this document.

When the context requires, singular nouns and pronouns include the plural. References to defined terms shall refer to those terms as defined in the Agreement.

Executed effective _____.

GRANTOR:

WILLIAMSON COUNTY, TEXAS

By: [Signature]
Printed Name: _____
Title: _____
Date: 8-11-11

GRANTEE:

BRUSHY CREEK MUNICIPAL UTILITY DISTRICT

By: [Signature]
Printed Name: Bob Greer
Title: _____
Date: 6/27/11