

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
June 9, 2020
9:30 A.M.

The Commissioners Court of Williamson County, Texas will meet in regular session in the Commissioners Courtroom, 710 Main Street, in Georgetown, Texas to consider the following items:

1. Review and approval of minutes.
2. Hear County Auditor concerning invoices, bills, Quick Check Report, wire transfers and electronic payments submitted for payment and take appropriate action including, but not limited to approval for payment provided said items are found by the County Auditor to be legal obligations of the county.
3. Public Comment Period. The Commissioners Court will conduct a Public Comment Period to allow members of the public to address the Court regarding matters pertaining to or affecting Williamson County but that do not appear as an Agenda Item on a meeting's Agenda. During such Public Comment Period, speakers shall be limited to a maximum of two (2) minutes to make his/her remarks and the maximum overall discussion time allowed for the Public Comment Period, regardless of the number of members of the public wishing to address the Court during such period, shall be limited to ten (10) minutes. Speaking time, to the extent possible, will be evenly allocated among speakers should more than five (5) speakers desire to speak during the Public Comment Period. Please note that the members of the Court may not comment at the meeting about matters that are not on the agenda.

CONSENT AGENDA

The Consent Agenda includes non-controversial and routine items that the Court may act on with one single vote. The Judge or a Commissioner may pull any item from the consent agenda in order that the court discuss and act upon it individually as part of the Regular Agenda.
(NONE)

REGULAR AGENDA

4. Discuss, consider and take appropriate action on First Amendment to Contract for Indigent Defense Services Support (RFP #1809-263) between Williamson County and Lone Star Justice Alliance, Inc.
5. Discuss, consider and take appropriate action granting Commissioner Russ Boles authority to execute, on behalf of Williamson County, all closing documents necessary to fully consummate and close the Commercial Real Estate Transaction between Williamson County and SLV Development, Inc. relating to Williamson County's purchase of the property located at 3001 Joe DiMaggio Boulevard, Unit # 104, Round Rock, Texas.

6. Discuss, consider and take appropriate action on approving a Real Estate Contract between Williamson County and Alexander 263, Ltd. relating to Williamson County's purchase of the property located at 980 County Rd 224 Florence, TX 76527 and being the same property described by metes and bounds in two deeds under Document Nos. 9525008 and 9525010 of the Official Public Records of Williamson County, Texas; and to grant Commissioner Valerie Covey authority to execute, on behalf of Williamson County, all contracts and closing documents necessary to fully consummate and close the said Real Estate Transaction between Williamson County and Alexander 263, Ltd.
7. Discuss, consider and take action on authorizing the payment of overtime to non-exempt staff in the County Auditors Office beginning May 6, 2020, for work performed on the Wilco Forward Small Business Assistance Program from the CARES Funding.
8. Discuss, consider and take appropriate action on funding matters relating to Coronavirus Aid, Relief, and Economic Security (CARES) Act to include, but not be limited to hearing an update on the Wilco Forward grant program, setting budget priorities in relation to remaining CARES Act funds and possible future funding and allocation plans in relation to CARES Act funds.

EXECUTIVE SESSION

"The Commissioners Court for Williamson County reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultations with Attorney), 551.072 (Deliberations regarding Real Property), 551.073 (Deliberations regarding Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations regarding Security Devices) and 551.087 (Deliberations regarding Economic Development Negotiations)."

9. Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)
 - A. Real Estate Owned by Third Parties
 - Preliminary discussions relating to proposed or potential purchase or lease of property owned by third parties
 - a) Discuss the acquisition of real property for SW 183 and SH 29 Loop.
 - b) Discuss the acquisition of real property for CR 176 at RM 2243
 - c) Discuss the acquisition of real property: O'Connor Signal Project
 - d) Discuss the acquisition of real property: CR 200
 - e) Discuss the acquisition of real property for County Facilities.
 - f) Discuss the acquisition of real property for Seward Junction SE and SW Loop.
 - g) Discuss the acquisition of real property for SH 29 @ DB Wood.
 - h) Discuss the acquisition of real property for Hairy Man Rd.
 - i) Discuss the acquisition of real property for N. Mays.
 - j) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.
 - k) Discuss the acquisition of real property for CR 111.
 - l) Discuss the acquisition of real property for Corridor H

- m) Discuss the acquisition of real property for future SH 29 corridor.
- n) Discuss the acquisition of real property for the expansion of Ronald Reagan at IH 35.
- o) Discuss the acquisition of right-of-way for Corridor C.
- p) Discuss the acquisition of right-of-way for Corridor F.
- q) Discuss the acquisition of right-of-way for Corridor D.
- r) Discuss the acquisition of right-of-way for SE Loop/Corridor A.
- s) Discuss the acquisition of right-of-way for Reagan extension.
- t) Discuss the acquisition of right of way for the Great Oaks Bridge Project.
- u) Discuss the acquisition of real property for the Brushy Creek Trail Project.
- v) Discuss the acquisition of real property in conjunction with WCCF for potential parkland/bird habitat.
- x) Discuss the acquisition of drainage/detention easements for real property North of WMCO Juvenile Detention Center
- y) Discuss the acquisition of the MKT Right of Way
- B. Property or Real Estate owned by Williamson County
 - Preliminary discussions relating to proposed or potential sale or lease of property owned by the County
 - a) Discuss County owned real estate containing underground water rights and interests.
 - b) Discuss possible sale of +/- 10 acres located on Chandler Road near the County Sheriff's Office Training Facility
 - c) Potential governmental uses for 8th Street downtown parking lot
 - d) Discuss possible uses of property owned by Williamson County on Main St. between 3rd and 4th Streets. (formerly occupied by WCCHD)
 - e) Discuss property usage at Longhorn Junction
 - f) Discuss sale of excess 183A right of way to abutting property owner.
 - g) Discuss the sale of excess ROW at San Gabriel Parkway and Mel Mathis Ave.
 - h) Discuss Blue Springs Boulevard
 - i) Discuss county owned property located at Ed Schmidt Boulevard Hutto, Texas
- C. Consider intervention in lawsuit regarding de-listing of Bone Cave harvestman.
- D. Discuss the possible placement of agricultural-related monuments at the Williamson County Exposition Center with the participation of third parties.
- E. Discuss the Williamson County Reimbursement Agreement for Construction of San Gabriel Blvd. and New Hope Road with the City of Leander and TIRZ #1

10. Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087:

- a) Business prospect(s) that may locate or expand within Williamson County.
- b) Wolf Lakes
- c) Flint Hill Resources-Taylor Fuel Storage Terminal on CR 366
- d) Project Deliver
- e) Project Advantage
- f) Project Cedar
- g) Project Expansion
- h) Project Arcos
- i) Project Woods
- j) Project Co-Op
- k) Project Liberty

11. Discuss pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.), including the following:
- a) Litigation or claims or potential litigation or claims against the County or by the County
 - b) Status Update-Pending Cases or Claims;
 - c) Employee/personnel related matters
 - d) Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.
 - e) Civil Action; American Stewards of Liberty, et al. v. Sally Jewell, et al., In the Western District Court, Western District of Texas, Austin Division
 - f) Case No. 1:17-cv-00290, Rodney A. Hurdsman v. Williamson County Sheriff Deputies Gleason et al, In The United States District Court For The Western District of Texas – Austin Division.
 - g) Application to Obtain New Municipal Solid Waste Permit – Proposed Permit No. 2398 (Applicant - Lealco, Inc.)
 - h) Civil Action No. 1:18-CV-49, Troy Mansfield v. Williamson County, In The United States District Court for the Western District of Texas, Austin Division.
 - i) Cause No. 18-0903-C425/Court of Appeals Number: 01-19-00025-CV; Dee Hobbs, Williamson County Attorney v. Bill Gravell, Jr., Williamson County Judge, and Terry Cook, Cynthia Long, Valerie Covey and Russ Boles, County Commissioners; In the 425th District Court of Williamson County, Texas
 - j) Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al., In the District Court of Williamson County, Texas.
 - k) Valerie Adams - EEOC Charge No. 450-2018-03807
 - l) Civil Action No. 1:17-cv-01114-LY, Elizabeth Saucedo and Tettus Davis v. Jonathon Hodgkiss, In The United States District Court for the Western District of Texas, Austin Division.
 - m) Case No. 19-0466-CC1; Billy Baskett v. Williamson County Sheriff's Office et. al; In the County Court at Law No. 1 of Williamson County, Texas.
 - n) BANGL Pipeline Project
 - o) Cause No. 1:18-CV-0198; Officer Mary Teague v. Williamson County, Travis County and City of Giddings, In the United States District Court for the Western District of Texas, Austin Division
 - p) D-1-GN-19-005511; Brian Johns v. Williamson County, Texas; In the 53rd Judicial District Court of Travis County, Texas
 - q) Anthony "Tony" Carter: EEOC Charge No. 451-2019-03927
 - r) Case No. 1:19-CV-938-RP; Langham v. Fuentes, et al., in the United States District Court, Western District of Texas, Austin Division.
 - s) Discuss Williamson County Subdivision Regulations and Texas Local Government Code Chapter 232.
 - t) Civil Action No. 1:19-CV-1163; Amanda McCoy v. Williamson County, Texas et al., In the United States District Court for the Western District of Texas Austin Division.
 - u) Claim of Regina Wright.
 - v) Law on use of County facilities.
 - w) Cause No. 19-0406-C368; Anthony Garcia and Victoria Garcia et al. v. Stephen Wade Freeman et al. v. Wayne Finch et al.; In the 368th District Court of Williamson

County, Texas.

x) Civil Action No. 1:20-CV-00062; Jaivonte Roberts v. Williamson County, Texas et al., In the United States District Court for the Western District of Texas Austin Division.

y) Case: 1:20-CV-255-LY; Jay Kreper v. Williamson County et al.; In the United States District Court for the Western District of Texas, Austin Division.

z) Cause No. 20-0752-C26; County of Williamson, by and through the Williamson County Commissioners Court v. Robert Chody, Individually and in his Official Capacity as Sheriff of Williamson County; In the 26th District Court of Williamson County, Texas.

12. Deliberate the appointment, employment, evaluation, reassignment, duties, discipline and/or dismissal of Williamson County officers, directors, employees and/or positions, including but not limited to conducting deliberation and discussion pertaining to annual reviews of department heads and appointed officials (Executive Session as per Tex. Gov. Code Section 551.074 – Personnel Matters).

REGULAR AGENDA (continued)

13. Discuss and take appropriate action concerning economic development.
14. Discuss and take appropriate action concerning real estate.
15. Discuss and take appropriate action on pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters, including the following:
 - a) Litigation or claims or potential litigation or claims against the County or by the County
 - b) Status Update-Pending Cases or Claims;
 - c) Employee/personnel related matters
 - d) Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.
 - e) Civil Action; American Stewards of Liberty, et al. v. Sally Jewell, et al., In the Western District Court, Western District of Texas, Austin Division
 - f) Case No. 1:17-cv-00290, Rodney A. Hurdsman v. Williamson County Sheriff Deputies Gleason et al, In The United States District Court For The Western District of Texas – Austin Division.
 - g) Application to Obtain New Municipal Solid Waste Permit – Proposed Permit No. 2398 (Applicant - Lealco, Inc.)
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 - i) Cause No. 18-0903-C425/Court of Appeals Number: 01-19-00025-CV; Dee Hobbs, Williamson County Attorney v. Bill Gravell, Jr., Williamson County Judge, and Terry Cook, Cynthia Long, Valerie Covey and Russ Boles, County Commissioners; In the 425th District Court of Williamson County, Texas
 - j) Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al., In

the District Court of Williamson County, Texas.

k) Valerie Adams - EEOC Charge No. 450-2018-03807

l) Civil Action No. 1:17-cv-01114-LY, Elizabeth Saucedo and Tettus Davis v. Jonathon Hodgkiss, In The United States District Court for the Western District of Texas, Austin Division.

m) Case No. 19-0466-CC1; Billy Baskett v. Williamson County Sheriff's Office et. al; In the County Court at Law No. 1 of Williamson County, Texas.

n) BANGL Pipeline Project

o) Cause No. 1:18-CV-0198; Officer Mary Teague v. Williamson County, Travis County and City of Giddings, In the United States District Court for the Western District of Texas, Austin Division

p) D-1-GN-19-005511; Brian Johns v. Williamson County, Texas; In the 53rd Judicial District Court of Travis County, Texas

q) Anthony "Tony" Carter: EEOC Charge No. 451-2019-03927

r) Case No. 1:19-CV-938-RP; Langham v. Fuentes, et al., in the United States District Court, Western District of Texas, Austin Division.

s) Discuss Williamson County Subdivision Regulations and Texas Local Government Code Chapter 232.

t) Civil Action No. 1:19-CV-1163; Amanda McCoy v. Williamson County, Texas et al., In the United States District Court for the Western District of Texas Austin Division.

u) Claim of Regina Wright.

v) Law on use of County facilities.

w) Cause No. 19-0406-C368; Anthony Garcia and Victoria Garcia et al. v. Stephen Wade Freeman et al. v. Wayne Finch et al.; In the 368th District Court of Williamson County, Texas.

x) Civil Action No. 1:20-CV-00062; Jaivonte Roberts v. Williamson County, Texas et al., In the United States District Court for the Western District of Texas Austin Division.

y) Case: 1:20-CV-255-LY; Jay Kreper v. Williamson County et al.; In the United States District Court for the Western District of Texas, Austin Division.

z) Cause No. 20-0752-C26; County of Williamson, by and through the Williamson County Commissioners Court v. Robert Chody, Individually and in his Official Capacity as Sheriff of Williamson County; In the 26th District Court of Williamson County, Texas.

- 16.** Discuss, consider and take appropriate action regarding the appointment, employment, evaluation, reassignment, duties, discipline and/or dismissal of Williamson County officers, directors or employees, including but not limited to any necessary action pertaining to conducting annual reviews of department heads and appointed officials.

- 17.** Comments from Commissioners.

Bill Gravell, Jr., County Judge

This notice of meeting was posted in the locked box located on the south side of the Williamson County Courthouse, a place readily accessible to the general public at all times, on the 4th day of June 2020 at 5:00 PM and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session**4.****Meeting Date:** 06/09/2020

TIDC Grant

Submitted For: Cynthia Long**Submitted By:** Kathy Pierce,
Commissioner
Pct. #2**Department:** Commissioner Pct. #2**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on First Amendment to Contract for Indigent Defense Services Support (RFP #1809-263) between Williamson County and Lone Star Justice Alliance, Inc.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

LSJA First Amendment

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Kathy Pierce

Final Approval Date: 06/04/2020

Reviewed By

Andrea Schiele

Date

06/04/2020 11:54 AM

Started On: 06/04/2020 11:47 AM

**FIRST AMENDMENT TO
CONTRACT
FOR
INDIGENT DEFENSE
SERVICES SUPPORT
(RFP #1809-263)**

This First Amendment to Contract for Indigent Defense Services Support (RFP #1809-263), hereinafter “First Amendment”, is entered into effective as of the date of the last party’s execution hereof, between Williamson County, Texas, a body corporate and politic under the laws of the State of Texas, hereinafter “County”, and Lone Star Justice Alliance, Inc. (hereinafter “Program Manager”), 1411 West Avenue, Suite 200, Austin, TX 78701.

RECITALS

WHEREAS, County and Program Manager executed that certain contract entitled Contract for Indigent Defense Services Support (RFP #1809-263), hereinafter the “Contract”, which became effective as of January 30, 2019, wherein Program Manager agreed to manage a grant program related to indigent defense services support, being referred to in the Contract as the “Program,” on the terms and conditions set forth in the Contract;

WHEREAS, it has become necessary to amend the Contract to extend the term of the Contract, amend Section IV. – Consideration and Compensation and amend Section VII. - Disbursement of Funds; Reimbursement Requests;

NOW, THEREFORE, premises considered, County and Program Manager agree that the Contract is amended as follows:

AGREEMENTS

1. Section II. – Effective Date and Term of the Contract shall be amended as follows:

This Contract shall be in full force and effect when signed by all parties (“Effective Date”) and shall terminate on September 30, 2020, unless earlier terminated as provided for herein. The parties acknowledge that the term for the Contract may be extended as determined and agreed by County, Program Manager and TIDC in writing.

2. Section IV. - Consideration and Compensation of the Contract shall be amended as follows:

In addition to the public benefits obtained through this program, the following grant funding will be disbursed in accordance with the terms of this Contract, as amended:

- a. For Fiscal Year 2019, funding in the amount of \$385,910 will be disbursed funds to Program Manager, pursuant to which \$77,182 will be funded by the County and the remaining \$308,728 will be funded by TIDC; and
- b. For Fiscal Year 2020, funding in the amount of \$125,303 will be disbursed to Program Manager, pursuant to which \$50,121 will be funded by the County and the remaining

\$75,182 will be funded by TIDC.

Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

3. Section VII. - Disbursement of Funds; Reimbursement Requests of the Contract shall be amended as follows:

a. Initial Disbursement for Training and Program Director Costs. On the Effective Date of the Contract, County disbursed funds to Program Manager in the amount of \$26,000, representing payment for the Training and Program Director Costs.

b. Reimbursement Requests for Recurring Expenses. With respect to all expenses of Program Manager related to the Program and to this Contract that are Recurring Expenses (the "Recurring Expenses"), Program Manager shall provide County with an itemized and detailed written request for payment ("Reimbursement Request"), in accordance with Subsection (d.) of this Section, detailing the dollar amount requested for reimbursement, as well as the cumulative amount requested to date (inclusive of the current request).

c. Reimbursement Requests for Non-Recurring Expenses. With respect to all other expenses of Program Manager specifically related and necessary to the Program and to this Contract that are **not** Recurring Expense (the "Non-Recurring Expenses"), Program Manager shall provide County with a written Reimbursement Request, in accordance with Subsection (d.) of this Section, detailing the dollar amount requested for reimbursement, as well as the cumulative amount requested to date (inclusive of the current request).

d. All Reimbursement Requests submitted to County must, at a minimum, be accompanied by an original complete packet of supporting documentation as required by the Williamson County Auditor, which shall include, but not be limited to expense receipts and proof of Program Manager's payment of each expense. Additionally, each Reimbursement Request must be signed by Elizabeth A. Henneke, the authorized signatory for the Program Manager, and include a representation that all costs and expenses provided for in the Reimbursement Request are valid, eligible, and consistent with the terms and conditions of this Contract, and affirming the supporting documentation is true and correct in all material respects; and include a written report for each expense requested for reimbursement by the Program Manager explaining how each Reimbursement Requested expense pertains to the Program.

Payments shall be made by County based upon expenses actually incurred and paid by Program Manager. Upon timely receipt and approval of each statement, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) calendar days of the County Auditor's receipt and approval. County reserves the right to withhold payment pending verifications relating to requested payments and expenses, as well as due to Program Manager's non-performance of the terms and conditions of this Contract.

e. Incomplete or Untimely Reimbursement Requests. If any submitted Reimbursement Request is incomplete or otherwise not in compliance with the terms of this Contract, County will promptly notify Program Manager in writing of such deficiency. If Program Manager fails to cure the deficiency and resubmit a complete Reimbursement Request within thirty (30) days following the termination or expiration of this Contract, Program Manager shall hold the funds until such time as Program Manager provides a complete Reimbursement Request, at which point funds shall be disbursed to Program Manager in accordance the terms hereunder. This provision shall survive the termination of this Contract.

4. Each party represents and warrants that it has due power and lawful authority to execute and deliver this First Amendment and to perform its obligations under the Contract; and, furthermore, the Contract and this First Amendment are the valid, binding and enforceable obligations of such party.
5. All other terms of the Contract and any prior amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be signed by their duly authorized representatives on behalf of such party, to be effective as of the date of the last party's execution hereof.

COUNTY:

Williamson County, Texas:

By: _____

Signature

Printed Name

Title

_____, 20____
Date

PROGRAM MANAGER:

Lone Star Justice Alliance, Inc.

By: _____

Signature

Elizabeth Henneke
Printed Name

Executive Director
Title

_____, 20____
6/3
Date

Commissioners Court - Regular Session**5.****Meeting Date:** 06/09/2020

Granting Commissioner Russ Boles authority to execute all closing documents on behalf of Williamson County for 3001 Joe Dimaggio Office Condo

Submitted For: Russ Boles

Submitted By: Kelley
Hammeren,
Commissioner
Pct. #4

Department: Commissioner Pct. #4**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action granting Commissioner Russ Boles authority to execute, on behalf of Williamson County, all closing documents necessary to fully consummate and close the Commercial Real Estate Transaction between Williamson County and SLV Development, Inc. relating to Williamson County's purchase of the property located at 3001 Joe DiMaggio Boulevard, Unit # 104, Round Rock, Texas.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Letter of Approval

Form Review**Inbox**

County Judge Exec Asst.

Commissioner Pct. 4 (Originator)

County Judge Exec Asst.

Form Started By: Kelley Hammeren

Final Approval Date: 06/04/2020

Reviewed By

Andrea Schiele

Kelley Hammeren

Andrea Schiele

Date

06/04/2020 08:34 AM

06/04/2020 09:13 AM

06/04/2020 09:17 AM

Started On: 06/03/2020 11:01 AM

Capacity: Presiding Officer

Commissioners Court - Regular Session**6.****Meeting Date:** 06/09/2020

Florence Hidden Springs Property

Submitted For: Bill Gravell**Submitted By:** Hal Hawes, County Judge**Department:** County Judge**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on approving a Real Estate Contract between Williamson County and Alexander 263, Ltd. relating to Williamson County's purchase of the property located at 980 County Rd 224 Florence, TX 76527 and being the same property described by metes and bounds in two deeds under Document Nos. 9525008 and 9525010 of the Official Public Records of Williamson County, Texas; and to grant Commissioner Valerie Covey authority to execute, on behalf of Williamson County, all contracts and closing documents necessary to fully consummate and close the said Real Estate Transaction between Williamson County and Alexander 263, Ltd.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Real Estate Contract

Order Covey Signature Authority

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Hal Hawes

Final Approval Date: 06/04/2020

Reviewed By

Andrea Schiele

Date

06/04/2020 11:55 AM

Started On: 06/04/2020 11:45 AM

REAL ESTATE CONTRACT

THIS REAL ESTATE CONTRACT ("Contract") is made by ALEXANDER 263, LTD. (referred to in this Contract as "Seller") and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

Being 932.97 acres in Burnet and Williamson Counties, and as described by metes and bounds in the survey attached hereto as Exhibit "A".

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibits "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property, any improvements on the Property, and any damage to or cost to cure for the remaining property of Seller shall be the sum of FOUR MILLION, SIX HUNDRED SIXTY FOUR THOUSAND EIGHT HUNDRED FIFTY and 00/100 Dollars (\$4,664,850.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the Closing.

Earnest Money

2.03 Seller shall have the right to receive a \$500.00 Escrow Deposit from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as

sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

ARTICLE III PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

- (1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, except as described below;

There is a current tenant leasing the Property for grazing purposes. The County agrees to continue to allow this tenant to continue the lease, subject to final approval of County.

- (2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

- (2) Seller is conveying the property "as-is"

ARTICLE V CLOSING

Closing Date

5.01. The Closing shall be held at the office of Georgetown Title Company, 1111 Mays St., Round Rock, Texas on or before June 16th, 2020, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibits "A", free and clear of any and all monetary liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

(2) Provide reasonable assistance as requested to cause Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Grantee's favor in the full amount of the purchase price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted;
- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
- (c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".

- (d) Deliver to Purchaser possession of the Property if not previously done.
- (3) Seller shall have 30 days after Closing to remove all livestock, farm equipment and personal property located inside the house.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation, but shall otherwise be the continuing obligation of Seller to fully satisfy. Agricultural roll-back taxes, if any, which directly result from the completion of this transaction and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively.

ARTICLE VI BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

**ARTICLE VII
BREACH BY PURCHASER**

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

**ARTICLE VIII
MISCELLANEOUS**

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

8.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09. In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10. This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11. This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

8.12. Purchaser has not engaged or otherwise retained a broker regarding this transaction. Payment of any brokerage fees shall be the sole obligation of the Seller. Seller is advised to enter into a separate brokerage agreement with any broker or brokers.

1031 Exchange

8.13. Notwithstanding anything above, due to strict IRS 1031 Exchange requirements, neither Seller or Purchaser shall have the right to enforce specific performance after the Closing Date or any written mutually agreed extension thereof. Purchaser agrees to reasonably assist Seller in such reverse 1031 Exchanger at no expense to Purchaser.

8.14. This contract shall be null and void unless accepted and signed by Purchaser no later than 5:00 p.m., June 9, 2020.

[signature page follows]

SELLER:

ALEXANDER 263, LTD.

By: Billy L. Alexander

Address: 5914 Southern Hills Dr.

Name: Billy L. Alexander

Houston, Tx. 77069

Its: Gen. Partner Gen. Partner

Date: 4 June 20

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

FOREST SURVEYING AND MAPPING CO.

T.B.P.L.S Firm # 10002000

1002 Ash St.

Georgetown, Tx. 78626

DESCRIPTION FOR R-T RANCH L.P.

BEING 932.97 acres in Burnet and Williamson Counties, in the State of Texas; the same property (as it exists on the ground) that was conveyed to R-T Ranch L.P., in two deeds as follows; (undivided 98 % interest), as described in Doc. 9525008, (undivided 2 % interest), as described in Doc. 9525010, of the Official Public Records of Williamson County, Texas (OPRWCT). This survey includes part of Tract 2 called 148.03 acres, all of Tract 1 called 136 acres and all of Tract 3 called 629.86 acres. According to record, Tracts 1 and 2 are situated in the Duncan St. Clair Survey, Abstract No. 550, in Williamson Co., Tx.; and Tract 3 is situated in the M.K. McDermott Survey, Abstract No. 424 in Williamson Co., and Abstract No. 579 in Burnet County; in the R.M. Hall Survey Abstract No. 1491 in Burnet County, and Abstract No. 913 in Williamson County, and in the Lewis Collins Survey, Abstract No. 245 in Burnet County, Texas. This property was surveyed on the ground in January of 2014, under the direction of William F. Forest, Jr., Registered Professional Land Surveyor No. 1847. Survey note: The bearing basis for this survey is the State Plane Coordinate System, Grid North, Texas Central Zone.

BEGINNING at an iron pin (steel rebar) which was found at the most Southerly Southeast fence corner of the said property that was conveyed to R-T Ranch L.P. This corner exists in the North line of County Road 224, and at the Southeast corner of the said Tract 2 called 148.03 acres. This corner is the Southwest corner of the 10 acre property that is described in a deed to Brandon E. Roberts, et. ux., of record in Doc. 2009012178 (OPRWCT).

THENCE with the North line of County Road 224, N 60°47'53" W 2539.47 feet to an iron pin which was found at the lower Northwest corner of the said Tract 2 and at the Southwest corner of the property that was conveyed to T.M. Williams as described in Vol. 441, Pg. 73 (150 ac. +-).

THENCE with the common boundary between R-T Ranch and T.M. Williams, N 70°24'15" E 1479.47 feet to a ½ inch capped iron pin which was set at a fence corner in the West boundary of the said 148.03 acre Tract 2 of R-T Ranch; and N 19°02'06" W 3535.69 feet to a mag spike which was set in the concrete base of a fence corner post in the South line of the property of Clayton Carl Smith II (613.00 ac. Doc. 2007075162, OPRWCT).

THENCE with the common boundary of R-T Ranch and Clayton Smith, N 70°55'00" E 1373.37 feet to a mag spike which was set in the concrete base of a fence corner post in the North line of the R-T Ranch Tract 1 (136 ac.), and at the Southwest corner of the Tract 3 of R-T Ranch (629.86 ac.); and N 19°50'24" W 8337.16 feet to a mag spike which was set in the concrete base of a fence corner post at the Northwest fence corner of the R-T Ranch Tract 3. This corner exists at or near the Northwest corner of the Lewis Collins Survey, in the East line of the R.M. Hall Survey Abstract No. 1492, and at a Southwest corner of the T.C. R.R. Co. Survey, Abstract No. 1588.

THENCE with the North line of the property of R-T Ranch Tract 3, and with the South line of the property of J.K. Ayer (Vol. 503, Pg. 777, OPRBCT), N 70°13'14" E 421.80 feet to an iron pin found at a fence corner; and with the boundary of 789.70 ac. of JKME Family L.P. (Doc. 200809693 OPRBCT), N 69°28'37" E 2229.95 feet to a pipe found; & N 87°27'45" E 714.86 feet to a 3/8 inch iron pin which was found at the Northeast fence corner of R-T Ranch and at the Northwest fence corner of Iva L. Sims (Vol. 537, Pg. 101, 529.42 ac. +-, OPRWCT). This corner stands S 81°01'12" E 23.53 feet from a 2 inch pipe fence post that was found at a bend in the fence line.

THENCE with the common boundary of R-T Ranch and Iva Sims, S 19°43'44" E at 3665.56 feet pass an iron pin found at the Southwest corner of Sims, continuing with the West line of the property conveyed to James R. Smith (400 ac. Vol. 1906, Pg. 264, OPRWCT), continuing in all 8196.02 feet to an iron pin which was set in the concrete base of a fence corner post at the Southwest corner of James Smith, and in the North line of the property that was conveyed to the Cecil D. Reed and Jean L. Reed Revocable Trust (162 ac. Vol. 2451, Pg. 171, OPRWCT).

THENCE with the common boundary between R-T Ranch and the said Reed Revocable Trust, S 70° 58'32" W 2024.09 feet to an iron pin which was found at the Northwest corner of Reed and at the Northeast corner of Tract One of R-T Ranch.

THENCE with the West line of Reed and the East line of R-T Ranch Tract 1, S 19°29'22" E 2388.78 feet to an iron pin which was set at a fence corner that exists in the North boundary of the property of Sandra Woods (30 ac. Doc. 2004058103, OPRWCT).

THENCE with the common boundary of R-T Ranch and Sandra Woods, (L8) S 71°32'07" W 209.96 feet to an iron pin found at a fence corner; and S 13°51'57" W at 299.87 feet pass an iron pin which was found at the Southwest corner of Sandra Woods and the Northwest corner of Boyd M. Woods (24.13 ac. Vol. 2259, Pg. 960), continuing in all 1323.04 feet to a pipe found at the upper Southwest fence corner of Boyd Woods.

THENCE with the South line of Boyd Woods and the lower North line of Tract 2 of R-T Ranch, generally along or near an existing old fence, S 87°14'06" E 922.68 feet to an iron pin found at the North corner of a property called 21.994 acres as described in a deed to Gerald D. Nunn, et.ux., as recorded in Vol. 2295, Pg. 708 (reserve parcel, part of 76.124 ac. , less exceptions).

THENCE with the West boundary of the property that was described in the said deed to Nunn, finding iron pins in the West boundary of the 76.124 acre tract that is described in the Nunn deed as follows; S 01°13'35" W 608.99 feet; (L6) S 07°25'43" W 214.99 feet; (L5) S 56°44'34" W 166.12 feet; and (L4) S 58°50'56" W 29.40 feet to an iron pin found at the lower Northwest corner of Nunn and at the Northeast corner of the property of D & K Partnership (21.833 ac. Doc. 9755230).

THENCE with the North line of the said property of D & K Partnership, (L3) S 70°35'43" W 530.73 feet to an iron pin found at the Northeast corner of the property conveyed to D & K Partnership as described in Doc. 2004006813; finding iron pins as follows; (L2) S 70°44'47" W 315.42 feet; and (L1) S 70°49'13" W 178.21 feet to an iron pin found at the Northeast corner of the property that was conveyed to Brandon E. Roberts, et.ux. (10 ac. Doc. 2009012178).

THENCE continuing with the common boundary of R-T Ranch and Brandon E. Roberts, S 70°51'05" W 895.82 feet to an iron pipe found; and S 20°02'26" E at 239.81 feet pass an iron pin found, continuing in all 789.64 feet to the POINT OF BEGINNING.

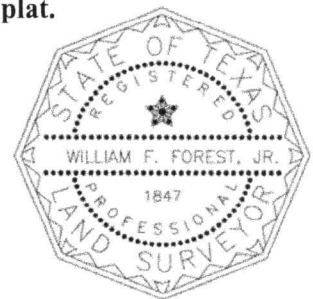
I, WM. F. FOREST, JR., do hereby certify that this survey was made on the ground of the property legally described hereon, under my supervision in January of 2014. This description is true and correct to the best of my knowledge and belief. The attached plat identifies any significant boundary line conflicts, shortages in area, apparent protrusions, intrusions or overlapping of improvements. This property abuts a public roadway, except as shown. Ownership and easement information for this tract has not been researched except as shown on the attached plat.

TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Texas, this the 21st day of October of 2014, A.D. File:RT Ranch boundary .doc



WM. F. FOREST JR.

REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1847



By: _____
Printed Name: _____
Capacity: Presiding Officer

Commissioners Court - Regular Session**7.****Meeting Date:** 06/09/2020

Overtime for Wilco Forward Small Business Assistance Program

Submitted For: Valerie Covey**Submitted By:** Debra Babcock,
Commissioner
Pct. #3**Department:** Commissioner Pct. #3**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take action on authorizing the payment of overtime to non-exempt staff in the County Auditors Office beginning May 6, 2020, for work performed on the Wilco Forward Small Business Assistance Program from the CARES Funding.

Background

County Auditors Non-exempt staff have worked significant hours in order to administer the Wilco Forward Small Business Assistance Program. This has resulted in a significant compensatory balance and is projected to increase as they wrap up the program through the end of June 2020. This work began May 6, 2020. The estimated cost is approximately \$13,000 to pay these staff for overtime rather than incurring compensatory time. Funding will come from the Wilco Forward SBA Program.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Reviewed By

Andrea Schiele

Date

06/04/2020 11:01 AM

Form Started By: Debra Babcock

Started On: 06/04/2020 10:38 AM

Final Approval Date: 06/04/2020

Commissioners Court - Regular Session

9.

Meeting Date: 06/09/2020

Executive Session

Submitted For: Charlie Crossfield

Submitted By: Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Executive Session

Information

Agenda Item

Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)

A. Real Estate Owned by Third Parties

Preliminary discussions relating to proposed or potential purchase or lease of property owned by third parties

- a) Discuss the acquisition of real property for SW 183 and SH 29 Loop.
- b) Discuss the acquisition of real property for CR 176 at RM 2243
- c) Discuss the acquisition of real property: O'Connor Signal Project
- d) Discuss the acquisition of real property: CR 200
- e) Discuss the acquisition of real property for County Facilities.
- f) Discuss the acquisition of real property for Seward Junction SE and SW Loop.
- g) Discuss the acquisition of real property for SH 29 @ DB Wood.
- h) Discuss the acquisition of real property for Hairy Man Rd.
- i) Discuss the acquisition of real property for N. Mays.
- j) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.
- k) Discuss the acquisition of real property for CR 111.
- l) Discuss the acquisition of real property for Corridor H
- m) Discuss the acquisition of real property for future SH 29 corridor.
- n) Discuss the acquisition of real property for the expansion of Ronald Reagan at IH 35.
- o) Discuss the acquisition of right-of-way for Corridor C.
- p) Discuss the acquisition of right-of-way for Corridor F.
- q) Discuss the acquisition of right-of-way for Corridor D.
- r) Discuss the acquisition of right-of-way for SE Loop/Corridor A.
- s) Discuss the acquisition of right-of-way for Reagan extension.
- t) Discuss the acquisition of right of way for the Great Oaks Bridge Project.
- u) Discuss the acquisition of real property for the Brushy Creek Trail Project.
- v) Discuss the acquisition of real property in conjunction with WCCF for potential parkland/bird habitat.
- x) Discuss the acquisition of drainage/detention easements for real property North of WMCO Juvenile Detention Center

y) Discuss the acquisition of the MKT Right of Way

B. Property or Real Estate owned by Williamson County

Preliminary discussions relating to proposed or potential sale or lease of property owned by the County

- a) Discuss County owned real estate containing underground water rights and interests.

- b) Discuss possible sale of +/- 10 acres located on Chandler Road near the County Sheriff's Office Training Facility
- c) Potential governmental uses for 8th Street downtown parking lot
- d) Discuss possible uses of property owned by Williamson County on Main St. between 3rd and 4th Streets. (formerly occupied by WCCHD)
- e) Discuss property usage at Longhorn Junction
- f) Discuss sale of excess 183A right of way to abutting property owner.
- g) Discuss the sale of excess ROW at San Gabriel Parkway and Mel Mathis Ave.
- h) Discuss Blue Springs Boulevard
- i) Discuss county owned property located at Ed Schmidt Boulevard Hutto, Texas
- C. Consider intervention in lawsuit regarding de-listing of Bone Cave harvestman.
- D. Discuss the possible placement of agricultural-related monuments at the Williamson County Exposition Center with the participation of third parties.
- E. Discuss the Williamson County Reimbursement Agreement for Construction of San Gabriel Blvd. and New Hope Road with the City of Leander and TIRZ #1

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 06/04/2020

Reviewed By

Andrea Schiele

Date

06/04/2020 08:39 AM

Started On: 06/04/2020 08:34 AM

Commissioners Court - Regular Session**10.****Meeting Date:** 06/09/2020

Economic Development

Submitted For: Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Executive Session

Information**Agenda Item**

Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087:

- a) Business prospect(s) that may locate or expand within Williamson County.
- b) Wolf Lakes
- c) Flint Hill Resources-Taylor Fuel Storage Terminal on CR 366
- d) Project Deliver
- e) Project Advantage
- f) Project Cedar
- g) Project Expansion
- h) Project Arcos
- i) Project Woods
- j) Project Co-Op
- k) Project Liberty

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 06/04/2020

Reviewed By

Andrea Schiele

Date

06/04/2020 08:40 AM

Started On: 06/04/2020 08:35 AM