

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
July 28, 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 any necessary action to approve order for funding interment by cremation of deceased (Chance Snively) who died in Precinct No. 4 of Williamson County, TX pursuant to Tex. Health & Safety Code §§ 711.002(e).
5. Discuss, consider and take appropriate action on confirming the appointment of Ronald Price as a Pct 3 Deputy Constable for Williamson County pursuant to Texas Local Government Code 86.011.
6. Discuss, consider and take appropriate action on appointing Robert B. Daigh to serve as a Williamson County appointee to the City of Georgetown Rivery Park Tax Increment Reinvestment Zone, Georgetown, Texas Board of Directors.
7. Discuss, consider and take appropriate action on the reappointment of Hartley Sappington to the Bluebonnet Trails Community Services Board of Trustees.

8. Discuss, consider, and take appropriate action on scheduling Commissioner Court Members on a rotating basis to attend the weekly Williamson County and Cities Health District Tuesday afternoon COVID-19 update calls. Starting with this proposed schedule and rotating from there:
July 28, 2020- Commissioners Covey and Long
August 4, 2020- Commissioners Boles and Cook
August 11, 2020- County Judge Gravell
9. Discuss, consider and take appropriate action approving the Williamson County Social Service Funding Agreement between Williamson County and The YMCA of Greater Williamson County (YMCA) in relation to the Wilco Forward Grant Program, which is being funded through the CARES Act to assist the YMCA's efforts to meet the additional needs and services of the Williamson County community due to the impact of the Coronavirus Disease (COVID-19) pandemic.
10. Discuss, consider and take appropriate action on a reimbursement request for the Williamson Central Appraisal District in the amount of \$43,729.62 to be paid with CARES ACT funding from Wilco Forward Phase II.
11. Discuss, consider and take appropriate action on ratifying and approving the Wilco Forward Phase III Community Services agreements between Williamson County and The Caring Place and Round Rock Area Serving Center in relation to the Wilco Forward Grant Program that is funded through the CARES Act for response to the Coronavirus Disease (COVID-19) pandemic.
12. Discuss, consider and take appropriate action on a First Amended and Restated Professional Services Agreement between Williamson County and Baylor Scott & White Health for the purpose of providing medical testing services for the Coronavirus Disease (COVID-19) for Williamson County Emergency Services Personnel.
13. Discuss, consider and take appropriate action on a real estate contract and leaseback agreement with The Bridge Community Church of the Assemblies of God, formerly known as Central Assembly of God, a Texas non-profit corporation, for right of way needed on the Corridor A/Southeast Loop project and additional remainder property (Parcel 22/22R). Funding Source Road Bonds P463.
14. Consider authorizing advertising and setting a date for the public hearing on the 2020-2021 county budget for Tuesday, August 25th, 2020, at 10:00 AM.
15. 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.
16. Discuss funding for FY 2021 department budgets.

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)."

17. 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

18. 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
- l) Project Long Haul

19. 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 Gravelle, 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) Case No. 1:19-CV-938-RP; Langham v. Fuentes, et al., in the United States District Court, Western District of Texas, Austin Division.
- r) Discuss Williamson County Subdivision Regulations and Texas Local Government Code Chapter 232.
- s) 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.
- t) Claim of Regina Wright.
- u) Law on use of County facilities.
- v) 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.
- w) 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.
- x) 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.
- y) 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.
- z) Legal matters relating to Javier Ambler.
- aa) Heather Vargas - Texas Workforce Commission/EEOC Charge.

- 20.** 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)

21. Discuss and take appropriate action concerning economic development.
22. Discuss and take appropriate action concerning real estate.
23. 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.)
 - 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) Case No. 1:19-CV-938-RP; Langham v. Fuentes, et al., in the United States District Court, Western District of Texas, Austin Division.
 - r) Discuss Williamson County Subdivision Regulations and Texas Local Government Code Chapter 232.
 - s) 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.

t) Claim of Regina Wright.

u) Law on use of County facilities.

v) 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.

w) 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.

x) 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.

y) 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.

z) Legal matters relating to Javier Ambler.

aa) Heather Vargas - Texas Workforce Commission/EEOC Charge.

- 24.** 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.

- 25.** 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 23rd day of July 2020 at 5:00 P.M. and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session**4.****Meeting Date:** 07/28/2020

Indigent/Abandoned Burial

Submitted For: Bill Gravell**Submitted By:** Melissa Goins, County Judge**Department:** County Judge**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take any necessary action to approve order for funding interment by cremation of deceased (Chance Snively) who died in Precinct No. 4 of Williamson County, TX pursuant to Tex. Health & Safety Code §§ 711.002(e).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Order for Interment

Form Review**Inbox**

County Judge Exec Asst. (Originator)

Form Started By: Melissa Goins

Final Approval Date: 07/23/2020

Reviewed By

Andrea Schiele

Date

07/23/2020 10:32 AM

Started On: 07/22/2020 09:58 PM

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

**ORDER OF COMMISSIONERS COURT
OF WILLIAMSON COUNTY, TEXAS
AUTHORIZING INTERMENT
OF DECEDENT'S REMAINS
(Chance Snively)**

Pursuant to the Laws and Rules of the State of Texas, the Texas Health & Safety Code, Chapter 711, Section 711.002(e), and the common law granting the County authority to regulate the public health and safety, the Commissioners Court of Williamson County finds that:

Chance Snively (SSN XXX-XX-7190) passed away on July 13, 2020 at the age of 44 in Justice of the Peace, Pct. 4 of Williamson County, Texas while admitted at: Ascension Seton Williamson, Round Rock, Texas.

The Court finds that there has been investigation to obtain information regarding next of kin and the ability to pay for interment expenses. However, all attempts to contact any known next of kin of the deceased's family have failed to identify any responsive or known next of kin with the ability to pay for necessary expenses. In the facts presented in this case, the deceased's body has either become abandoned or those with the ability to pay are unable to do so.

The Court finds that this case involves either an abandoned body or is qualified for indigent burial; therefore, the duty to cover the costs of interment

falls to Williamson County.

The Court further finds that there has been no inquest ordered in this case, and there is no person with duty to inter as set forth in Chapter 711 of the Texas Health & Safety Code; therefore, the duty to inter the remains falls to Williamson County.

IT IS THEREFORE ORDERED THAT the deceased body shall be interred (*i.e.*, permanent disposition of remains by cremation, entombment, burial, or placement in a niche).

IT IS FURTHER ORDERED THAT Beck Funeral Home is granted authority to cremate the deceased.

Signed and entered this _____ day of July, 2020.

Hon. Bill Gravell
Williamson County Judge

Commissioners Court - Regular Session**5.****Meeting Date:** 07/28/2020

Confirmation of Deputy Appointment for Constable Pct 3

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

Information**Agenda Item**

Discuss, consider and take appropriate action on confirming the appointment of Ronald Price as a Pct 3 Deputy Constable for Williamson County pursuant to Texas Local Government Code 86.011.

Background

Mr. Price has served as a Texas Peace Officer for 27 years and holds a Texas Master Peace Officer Certification from the Texas Commission on Law Enforcement.

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: Valerie Covey

Final Approval Date: 07/23/2020

Reviewed By

Andrea Schiele

Date

07/23/2020 11:20 AM

Started On: 07/20/2020 09:45 PM

Commissioners Court - Regular Session**6.****Meeting Date:** 07/28/2020

Bob Daigh Rivery TIRZ Board

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

Information**Agenda Item**

Discuss, consider and take appropriate action on appointing Robert B. Daigh to serve as a Williamson County appointee to the City of Georgetown Rivery Park Tax Increment Reinvestment Zone, Georgetown, Texas Board of Directors.

Background

For over 20 years, Mr. Daigh served the public through the Texas Department of Transportation. Bob has served in many roles within TxDOT, including Austin District Engineer and simultaneously as Director of Turnpike Division and Turnpike Development. He now manages the \$30 million road and bridge division as Senior Director of Infrastructure for Williamson County.

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: Rachel Rull

Final Approval Date: 07/23/2020

Reviewed By

Andrea Schiele

Date

07/23/2020 11:51 AM

Started On: 07/23/2020 11:32 AM

Commissioners Court - Regular Session**7.****Meeting Date:** 07/28/2020

Bluebonnet Trails Reappointment

Submitted For: Bill Gravell**Submitted By:** Andrea Schiele, County Judge**Department:** County Judge**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on the reappointment of Hartley Sappington to the Bluebonnet Trails Community Services Board of Trustees.

Background

The Commissioners Court of Williamson County appointed Hartley Sappington to the Bluebonnet Trails Community Services Board of Trustees in August 1997. Mr. Sappington has served Williamson County, representing the interests of both the County and the Center, with distinction. Today, Mr. Sappington serves as Chair of the Board of Trustees.

Bluebonnet Trails Community Services respectfully requests the reappointment of Mr. Sappington to the Board of Trustees for the period of September 1, 2020 through August 31, 2022.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Bluebonnet Trails Letter

Form Review**Inbox**

County Judge Exec Asst. (Originator)

Form Started By: Andrea Schiele

Final Approval Date: 07/20/2020

Reviewed By

Andrea Schiele

Date

07/20/2020 10:47 AM

Started On: 07/20/2020 10:03 AM

July 8, 2020

BOARD OF TRUSTEES

Bastrop County
Barbara Bogart
Secretary

Burnet County
Judge Roxanne Nelson

Caldwell County
Judge Tom Bonn

Fayette County
Bob Heinrich
Vice Chair

Gonzales County
John Raeke

Guadalupe County
Shirley Hester

Lee County
Mayor Robert Willrich

Williamson County
Hartley Sappington
Chair

EX OFFICIO
BOARD MEMBERS

Burnet County
Sheriff Calvin Boyd

Guadalupe County
Sheriff Arnold Zwicke

Judge Bill Gravell Jr.
County Judge
Williamson County Courthouse
710 Main, Suite 101
Georgetown, TX 78626

Dear Judge Gravell,

The Commissioners Court of Williamson County appointed Hartley Sappington to the Bluebonnet Trails Community Services Board of Trustees in August 1997. Hartley Sappington has served Williamson County, representing the interests of both the county and the Center, with distinction. Today, Mr. Sappington serves as the Chair of our Board of Trustees.

It has been two years since the Commissioners last appointed Hartley Sappington to the Board of Trustees of Bluebonnet Trails Community Services. At an upcoming meeting of the Williamson County Commissioners Court, Bluebonnet Trails Community Services respectfully requests the reappointment of Hartley Sappington to the Board of Trustees for the period of September 1, 2020 through August 31, 2022.

Please send confirmation of the reappointment by letter as soon as the Commissioners Court may best respond to this request to:

Andrea Richardson, Executive Director
Bluebonnet Trails Community Services
1009 N. Georgetown Street
Round Rock, Texas 78664

Thank you for your assistance. If you may have any questions, please feel free to call Andrea Richardson at 512-244-8305.

Sincerely,

Janie Mata
Assistant to the Board of Trustees

Commissioners Court - Regular Session**8.****Meeting Date:** 07/28/2020

WCCHD COVID-19 calls

Submitted For: Terry Cook**Submitted By:** Garry Brown,
Commissioner
Pct. #1**Department:** Commissioner Pct. #1**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on scheduling Commissioner Court Members on a rotating basis to attend the weekly Williamson County and Cities Health District Tuesday afternoon COVID-19 update calls. Starting with this proposed schedule and rotating from there:
July 28, 2020- Commissioners Covey and Long
August 4, 2020- Commissioners Boles and Cook
August 11, 2020- County Judge Gravell

Background

This is to ensure that requirements of the Open Meetings Act are not violated with an unintended walking quorum in the Commissioners Court.

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: Garry Brown

Final Approval Date: 07/23/2020

Reviewed By

Andrea Schiele

Date

07/23/2020 07:52 AM

Started On: 07/22/2020 02:14 PM

Commissioners Court - Regular Session**9.****Meeting Date:** 07/28/2020

YMCA Williamson County Reimbursement Agreements

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 appropriate action approving the Williamson County Social Service Funding Agreement between Williamson County and The YMCA of Greater Williamson County (YMCA) in relation to the Wilco Forward Grant Program, which is being funded through the CARES Act to assist the YMCA's efforts to meet the additional needs and services of the Williamson County community due to the impact of the Coronavirus Disease (COVID-19) pandemic.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

YMCA Wm County Reimbursement Agreement #2

YMCA Wm County Reimbursement Agreement #1

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Debra Babcock

Final Approval Date: 07/23/2020

Reviewed By

Andrea Schiele

Date

07/23/2020 11:33 AM

Started On: 07/23/2020 10:22 AM

**WILLIAMSON COUNTY
SOCIAL SERVICE
FUNDING AGREEMENT
WITH
YMCA OF GREATER WILLIAMSON COUNTY**

This Social Service Funding Agreement (“the Agreement”), is made by and between **Williamson County, Texas** (the “County”) located at 221 East Main Street, Round Rock, Texas 78664, and the **YMCA of Greater Williamson County** (the “Agency”), a non-profit corporation, located at 1812 North Mays St., Round Rock, TX 78664.

RECITALS

WHEREAS, on March 13, 2020, a Declaration of State of Disaster was issued by Governor Abbott certifying that the novel coronavirus (COVID-19), which has been recognized globally as a contagious respiratory virus, posed an imminent threat of disaster for all counties in Texas; and

WHEREAS, on April 12, 2020, Governor Abbott determined that that state of disaster continues to exist due to COVID-19 and issued a Proclamation renewing the disaster declaration for all counties; and

WHEREAS, on May 12, 2020, Governor Abbott determined that the state of disaster continues to exist due to COVID-19 and issued a Proclamation further renewing the disaster declaration for all counties; and

WHEREAS, as a result of COVID-19 and the response measures taken, the Agency is in need of assistance to meet the additional needs and services of the community, specifically funds to assist in the payment of utilities for families affected by COVID-19; and

WHEREAS, the Agency would like to request funding from the County made available under Section 601(a) of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”); and

WHEREAS, the County desires to engage the Agency as a subrecipient to assist the County in utilizing the CARES Act funds.

NOW, THEREFORE, WITNESSETH:

:

1. **Recitals.** The recitals to this Agreement are hereby incorporated for all purposes.
2. **Effective Date.** The effective date of this Agreement (“Effective Date”) is the latest date that either party executes this Agreement, or the date this Agreement has been finally approved by the County. Agency understands that this Agreement is dependent upon the approval of the County.

3. **Term.** The term of this Agreement is from the Effective Date to December 30, 2020.

I.

GENERAL OVERVIEW

- 1.1 Purpose. The County has in good faith determined that this Agreement serves a public purpose. This public purpose includes, but is not limited to, the Agency's efforts to meet the additional needs and services of the community, specifically staffing costs, unemployment insurance costs, professional fees, additional contract services, supplies and related equipment and additional financial assistance, all incurred due to the impact of COVID-19.
- 1.2 Use of Funds. The Agency understands that the funds provided to it by the County will be used solely for the program services as more particularly described in Exhibit "A", attached hereto and incorporated herein ("Allowable Expenditures"). The Agency has made reasonable estimates of Allowable Expenditures per Exhibit "A"; however, the actual amounts, timing, and categories of expenditures may vary. Allowable Expenditures must be incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.
- 1.3 Distribution of Funds. The County will pay the total sum of Seven Hundred Forty-One Thousand, Two Hundred Forty-Four Dollars and no/100 cents (\$741,244.00) (CARES Act Funds) to the Agency, conditioned upon Agency complying with the terms and conditions of this Agreement. The Agency estimates that \$741,244.00 of COVID-related expenditures as outlined in Exhibit "A" will be incurred by December 31, 2020. Allowable expenditures incurred in the last quarter of 2020, but not yet paid by the Agency as of 12/30/20 may be estimated to allow reimbursement up to the total of \$741,244.00. The agency will provide proof of the final expenditure as required by this agreement. [RMD1].

II.

AGENCY PERFORMANCE REQUIREMENTS

- 2.1 Subrecipient Status. The County and the Agency agree that the Agency is a Subrecipient as described in 2 C.F.R. §§ 200.93. A Subrecipient is a non-Federal agency that receives a subaward from a pass-through entity to carry out a part of a Federal program. The Agency, as a subrecipient, will be responsible for administering the expenditures of the CARES Act funds consistent with the terms and conditions of this Agreement and the Act.
- 2.2 Single Audit Act. The Allowable Expenditures are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related

provisions of the Uniform Guidance, 2 C.F.R. §§ 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. The Agency agrees to comply with the above.

- 2.3 Allowable Expenditures The Agency agrees to comply with all applicable federal, state and local laws and regulations governing the expenditure of funds under this Agreement. The Agency shall submit to the County Auditor's office all necessary invoicing and appropriate documentation evidencing expenditures and that said expenditures are Allowable Expenditures. Allowable Expenditures are limited to those expenditures shown on Exhibit "A", attached hereto and incorporated herein.
- 2.4 County Audit. The Agency agrees to allow the County to review Agency records to determine their compliance with the terms of this Agreement. Agency, during normal business hours shall allow County reasonable access to its records and books and all other relevant records related to the administrative services provided for in this Agreement.
- 2.5 CFDA Requirements. The Parties agree that the specific source of funding is from CFDA # 21.019, from the Coronavirus Relief Fund, U. S. Department of Treasury.

III.

COUNTY PERFORMANCE REQUIREMENTS

- 3.1 County Payment Responsibility. After receipt of the Agency's invoices, the County will endeavor to reimburse the Allowable Expenditures as soon as possible, but in any event no more than once monthly. The County shall have no obligation to reimburse Agency any Allowable Expenses over \$741,244.00. All County determinations regarding eligible Allowable Expenses shall be final.

IV.

GENERAL CONDITIONS

- 4.1. Amendments or Modifications. No amendments or modifications to this Agreement may be made, nor any provision waived, unless in writing signed by a person duly authorized to sign Agreements on behalf of each party.
- 4.2. Relationship of Parties. In performing this Agreement, both the County and Agency will act in an individual capacity, and not as agents, representatives, employees, employers, partners, joint-venturers, or associates of one another. The employees or agents of either party may not be, nor be construed to be, the employees or agents of the other party for any purpose.

- 4.3. Captions. The captions in this Agreement are for convenience only and are not a part of this Agreement. The captions do not in any way limit or amplify the terms and provisions of this Agreement.
- 4.4. Venue and Law. Venue for any legal action related to this Agreement is in Williamson County, Texas. This Agreement is subject to all legal requirements of County, State and Federal laws, and Agency agrees that it will promptly comply with all such applicable laws, regulations, orders and rules of the State, County and other applicable governmental agencies. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas without regard, however, to the conflicts of laws provisions of Texas law.
- 4.5. Sole Agreement. This Agreement constitutes the sole Agreement between County and Agency. Any prior Agreements, promises, negotiations, or representations, verbal or otherwise, not expressly stated in this Agreement, are of no force and effect.
- 4.6. Survival of terms of Agreement and obligations of parties. The terms of this Agreement and the obligation of the parties relating to Section 14 shall survive the termination of this Agreement.
- 4.7. Public Information Act Requirements. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the Agency agrees that the contract can be terminated if the Agency knowingly or intentionally fails to comply with a requirement of that subchapter.
- 4.8. Certificate of Interested Parties. Agency agrees to comply with Texas Government Code Section 2252.908, as it may be amended, and to complete Form 1295 "Certificate of Interested Parties" as part of this Agreement if required by said statute.
- 4.9 Notices. Notices required by this Agreement are as follows:

County;

County Judge
710 Main Street, Suite 101
Georgetown, Texas 78628

and

County Auditor
710 Main Street, Suite 301
Georgetown, Texas 78628

Agency:

YMCA of Greater Williamson County
_1812 North Mays St._____
_Round Rock, TX 78664_____

(SIGNATURE PAGE FOLLOWS)

WILLIAMSON COUNTY, TEXAS.

William Gravell, Jr.

ATTEST:

Nancy Rister , County Clerk

Date:

YMCA OF GREATER WILLIAMSON COUNTY

By: 

Jeff Andresen

Its: _President and CEO_____

EXHIBIT "A"

ALLOWABLE EXPENDITURES

COVID-19 Related Expenditures:

Expenditures: (beginning March 19, 2020)	Thru 9/30/20	Thru 12/31/20	Total
Staffing Costs Specific to COVID-19 ¹ (Additional staffing for sanitation and check-in at all facilities)	\$113,480	\$0	\$113,480
Unemployment Insurance Expense ² (Unreimbursed expense directly related to furloughed staff)	161,583	46,167	207,750
Professional Fees/Contract Services ³ (Janitorial and professional fees to ensure compliance with CDC guidelines)	93,185	29,250	122,435
Supplies and Related Equipment ⁴ (Signage, disinfectant/system, PPE, thermometers, "Plexiglass" barriers)	111,119	44,409	156,328
Cost of providing additional financial assistance ⁵ (Anticipated increase due to unemployment or business interruption)	77,613	63,638	141,251
Total	\$557,781	\$183,463	\$741,244

¹ "Coronavirus Relief Fund - Guidance for State, Territorial, Local, and Tribal Governments" dated April 22, 2020 - Nonexclusive example of eligible expenditures, 3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

² "Coronavirus Relief Fund - Guidance for State, Territorial, Local, and Tribal Governments" dated April 22, 2020 - Nonexclusive example of eligible expenditures, 5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as - Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.

³ "Coronavirus Relief Fund - Guidance for State, Territorial, Local, and Tribal Governments" dated April 22, 2020 - Nonexclusive example of eligible expenditures, 2. Public health expenses such as - Expenses for disinfection of public areas and other facilities.

⁴ "Coronavirus Relief Fund - Guidance for State, Territorial, Local, and Tribal Governments" dated April 22, 2020 - Nonexclusive example of eligible expenditures, 2. Public health expenses such as - Expenses for disinfection of public areas and other facilities; and, - Expenses for public safety measures undertaken in response to COVID-19.

⁵ "Coronavirus Relief Fund - Guidance for State, Territorial, Local, and Tribal Governments" dated April 22, 2020 - Necessary expenditures incurred due to the public health emergency. "...as well as expenditures incurred to respond to second-order effects of the emergency, such as by providing economic support to those suffering from employment or business interruption due to the COVID-19-related business closures."

**WILLIAMSON COUNTY
SOCIAL SERVICE
FUNDING AGREEMENT
WITH
YMCA OF GREATER WILLIAMSON COUNTY**

This Social Service Funding Agreement (“the Agreement”), is made by and between **Williamson County, Texas** (the “County”) located at 221 East Main Street, Round Rock, Texas 78664, and the **YMCA of Greater Williamson County** (the “Agency”), a non-profit corporation, located at 1812 North Mays St., Round Rock, TX 78664.

RECITALS

WHEREAS, on March 13, 2020, a Declaration of State of Disaster was issued by Governor Abbott certifying that the novel coronavirus (COVID-19), which has been recognized globally as a contagious respiratory virus, posed an imminent threat of disaster for all counties in Texas; and

WHEREAS, on April 12, 2020, Governor Abbott determined that that state of disaster continues to exist due to COVID-19 and issued a Proclamation renewing the disaster declaration for all counties; and

WHEREAS, on May 12, 2020, Governor Abbott determined that the state of disaster continues to exist due to COVID-19 and issued a Proclamation further renewing the disaster declaration for all counties; and

WHEREAS, as a result of COVID-19 and the response measures taken, the Agency is in need of assistance to meet the additional needs and services of the community, specifically funds to assist in the payment of utilities for families affected by COVID-19; and

WHEREAS, the Agency would like to request funding from the County made available under Section 601(a) of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”); and

WHEREAS, the County desires to engage the Agency as a subrecipient to assist the County in utilizing the CARES Act funds.

NOW, THEREFORE, WITNESSETH:

:

1. **Recitals.** The recitals to this Agreement are hereby incorporated for all purposes.
2. **Effective Date.** The effective date of this Agreement (“Effective Date”) is the latest date that either party executes this Agreement, or the date this Agreement has been finally approved by the County. Agency understands that this Agreement is dependent upon the approval of the County.

3. **Term.** The term of this Agreement is from the Effective Date to December 30, 2020.

I.

GENERAL OVERVIEW

- 1.1 Purpose. The County has in good faith determined that this Agreement serves a public purpose. This public purpose includes, but is not limited to, the Agency's efforts to meet the additional needs and services of the community, specifically staffing costs, unemployment insurance costs, professional fees, additional contract services, supplies and related equipment and additional financial assistance, all incurred due to the impact of COVID-19.
- 1.2 Use of Funds. The Agency understands that the funds provided to it by the County will be used solely for the program services as more particularly described in Exhibit "A", attached hereto and incorporated herein ("Allowable Expenditures"). The Agency has made reasonable estimates of Allowable Expenditures per Exhibit "A"; however, the actual amounts, timing, and categories of expenditures may vary. Allowable Expenditures must be incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.
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provisions of the Uniform Guidance, 2 C.F.R. §§ 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. The Agency agrees to comply with the above.

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710 Main Street, Suite 101
Georgetown, Texas 78628

and

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Georgetown, Texas 78628

Agency:

YMCA of Greater Williamson County
1812 North Mays St.
Round Rock, TX 78664

(SIGNATURE PAGE FOLLOWS)

WILLIAMSON COUNTY, TEXAS.

William Gravell, Jr.

ATTEST:

Nancy Rister, County Clerk

Date:

YMCA OF GREATER WILLIAMSON COUNTY

By:

Jeff Andresen

Its: President and CEO

EXHIBIT "A"

ALLOWABLE EXPENDITURES

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Commissioners Court - Regular Session**10.****Meeting Date:** 07/28/2020

WCAD Reimbursement Cares Act

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 appropriate action on a reimbursement request for the Williamson Central Appraisal District in the amount of \$43,729.62 to be paid with CARES ACT funding from Wilco Forward Phase II.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

WCAD Reimbursement expenses Cares Act

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Debra Babcock

Final Approval Date: 07/23/2020

Reviewed By

Andrea Schiele

Date

07/23/2020 11:50 AM

Started On: 07/23/2020 11:02 AM

Williamson Central Appraisal District

6250 • Contingency - COVID-19 Expenses (as of 6/30/2020)

Type	Date	Num	Name	Memo	Amount
Credit Card Charge	03/16/2020	889011	Randalls	6250-1 - COVID-19 - disinfectant supplies	\$ 11.56
Credit Card Charge	03/17/2020	5702	Discount Electronics	6250-1 - COVID-19 - Dell Latitude E6430 i5 SSD 14" laptop, Windows 10 Pro, 16GB RAM, 240gb ssd, dvdrom	\$ 4,300.00
Credit Card Charge	03/17/2020	5702	Discount Electronics	6250-1 Dell Latitude E6430 i5 SSD 14" laptop, Windows 10 Pro, 16GB RAM, 240gb ssd, dvdrom	\$ 4,300.00
Credit Card Charge	03/18/2020	01622G	McCoy's	6250-1 Empty Spray Bottle 30oz Item: 19400380 - for disinfectant	\$ 38.61
Credit Card Charge	03/18/2020	01622G	McCoy's	6250-1 Door Stop Wedge Brown 2 Pack Item: 28900080 - prop open doors	\$ 29.96
Credit Card Charge	03/18/2020	01622G	McCoy's	6250-1 Door Stop Wedge Brown 2 Pack@prop open doors	\$ 8.58
Credit Card Charge	03/18/2020	872274	Tractor Supply	6250-1 DMR 36oz Chemical Resistant Spray Bottle Item: 1355486 - for disinfectant	\$ 19.96
Credit Card Charge	03/19/2020	40998	altex.com	6250-1 USB Type-C to 4 Port USB 3.0 Type-A Hub Part: 72-147	\$ 167.65
Credit Card Charge	03/19/2020	40998	altex.com	6250-1 USB Type-C to 4 Port USB 3.0 Type-A Hub Part: 162746	\$ 43.90
Credit Card Charge	03/19/2020	01962G	Discount Electronics	6250-1 4 Port USB 3.0 Non Powered Hub	\$ 109.75
Bill	03/20/2020	26392	Information Management Solutions	6250-1 - COVID-19 - health flyer in Notice of Appraisal Value	\$ 7,425.00
Bill	03/24/2020	119KVDGC1WM1	Amazon Business	6250-1 USB C to DisplayPort Cable 6' Item: WARRKY-CD11 ASIN: B07RY75V7Q	\$ 101.94
Credit Card Charge	03/24/2020	5733	Discount Electronics	6250-1 - laptops - COVID-19	\$ 1,290.00
Credit Card Charge	03/30/2020	13649189	ZOOM	6250-1 - remote meeting app	\$ 227.06
Bill	04/20/2020	1CT6-FDNW-KKRT	Amazon Business	6250-1 - Face Shields	\$ 149.99
Bill	04/20/2020	1CT6-FDNW-KKRT	Amazon Business	6250-1 - Face Mask	\$ 157.32
Bill	04/20/2020	1CT6-FDNW-KKRT	Amazon Business	6250-1 - Medium size gloves	\$ 43.57
Bill	04/20/2020	1CT6-FDNW-KKRT	Amazon Business	6250-1 - Large size gloves	\$ 34.11
Bill	04/20/2020	1PJ7-Q1VR-6FML	Amazon Business	6250-1 - Thermometers	\$ 141.98
Bill	04/21/2020	9260207	Amazon.com	6250-1 COVID-19 Supplies - Face Masks	\$ 123.00
Credit Card Charge	04/24/2020	56361	OptiMA (Whiteboards Etc)	6250-1 COVID-19 Supplies - Floor Signs	\$ 319.84
Credit Card Charge	04/24/2020	56361	OptiMA (Whiteboards Etc)	6250-1 COVID-19 Supplies Discount	\$ (15.99)
Credit Card Charge	04/30/2020	18191821	ZOOM	6250-1 - remote meeting app	\$ 132.66
Bill	05/04/2020	30518	Austin Plastics & Supply, Inc	6250-1 - 6 - 23 1/2" x 58" pass through slot - plexiglass	\$ 1,017.00
Bill	05/04/2020	30518	Austin Plastics & Supply, Inc	6250-1 - 6 - 23 1/2" x 80 pass through slot - plexiglass	\$ 1,113.00
Bill	05/04/2020	30518	Austin Plastics & Supply, Inc	6250-1 - 16 - 23 1/2" x 36 including 10" bend on right - plexiglass	\$ 1,428.00
Bill	05/04/2020	30518	Austin Plastics & Supply, Inc	6250-1 - 16 - 23 1/2" x 36 including 10" bend on left - plexiglass	\$ 1,428.00
Bill	05/04/2020	7989023	Amazon.com	6250-1 COVID-19 Supplies - Dual Lock Fastener	\$ 41.90
Credit Card Charge	05/04/2020	58628	PayPal	6250-1 COVID-19 Supplies - Room Divider	\$ 900.00
Bill	05/07/2020	489348164001	Office Depot, Inc.	6250-1 COVID-19 Supplies	\$ 43.92
Credit Card Charge	05/07/2020	00725E	Ace Hardware	6250-1 COVID-19 Supplies - Partition divider keys	\$ 8.41
Bill	05/09/2020	1V6G-NNQV-4XHH	Amazon Business	6250-1 - Forehead Thermometer	\$ 75.99
Bill	05/09/2020	1V6G-NNQV-4XHH	Amazon Business	6250-1 - Shipping	\$ 8.99
Bill	05/12/2020	30582	Austin Plastics & Supply, Inc	6250-1 - 6 - 23 1/2" x 58" pass through slot - plexiglass	\$ 1,017.00
Bill	05/12/2020	30582	Austin Plastics & Supply, Inc	6250-1 - 1 - 23 1/2" x 48" pass through slot - plexiglass	\$ 149.50
Bill	05/13/2020	28594	Variverge	6250-1 - Envelopes - #10 w/ Red Message - notice of appraised value	\$ 153.00
Bill	05/13/2020	34033	Stratus Building Solutions of Austin	6250-1 COVID-19 cleaning supplies	\$ 173.92
Credit Card Charge	05/13/2020	356234F	Best Buy	6250-1 Rocketfish 2 output hdmi splitter Model RF-G1603 SKU 5986903	\$ 69.99
Bill	05/13/2020	5.2020	KC McDade	6250-1 COVID-19 Supplies Reimbursement - drop box for front of building	\$ 79.31
Bill	05/14/2020		Chappell Office Products	6250-1 Camera Document Scanner 1100 Item: GBDCV10001 - ARB panel hearing rooms	\$ 759.98
Bill	05/14/2020	171660089	B&H	6250-1 Axis Wireless Indoor Camera M1045-LW B&H: AX0812004 MFR: 0812-004 - ARB panel hearings	\$ 667.77
Bill	05/14/2020	171660089	B&H	6250-1 Shipping	\$ 28.30
Credit Card Charge	05/14/2020	1589	C & C Detail Supply	6250-1 - masks	\$ 900.00
Credit Card Charge	05/14/2020	59480	Room Dividers Now	6250-1 - COVID-19 - room dividers for ARB panels training room	\$ 239.99

Williamson Central Appraisal District

6250 • Contingency - COVID-19 Expenses (as of 6/30/2020)

Type	Date	Num	Name	Memo	Amount
Bill	05/15/2020	28809	Variverge	6250-1 - Laser Printing Health Safety Insert - 3,542 - notice of appraised value	\$ 53.13
Credit Card Charge	05/15/2020	01568E	Home Depot	6250-1 - COVID-19 - Extra sound proofing for ARB panels (training room)	\$ 124.90
Bill	05/17/2020	1G7K-HVVN-LTRF	Amazon Business	6250-1 - Forehead Thermometer	\$ 139.98
Bill	05/18/2020	HHY6-44QF	Amazon Business	6250-1 Street SignPro Poster, A-Frame Sidewalk Curb Sign, Folding Portable Double Sided Adverti...	\$ 340.50
Bill	05/18/2020	HHY6-44QF	Amazon Business	6250-1 GearIT 10 Pack, Cat 6 Ethernet Cable Cat6 Snagless Patch 25 Feet - Computer LAN Network ...	\$ 69.99
Bill	05/18/2020	HHY6-44QF	Amazon Business	6250-1 KAXIN C2G 27398 18 AWG 2-Slot Non-Polarized Power Cord - NEMA 1-15P to IEC320C7, TAA Com...	\$ 2.99
Bill	05/19/2020	1JW1-HJQG-4JRJ	Amazon Business	6250-1 - COVID-19 - Document Camera, HD Portable scanner ASIN: B07X57F8DT - ARB hearing rooms	\$ 905.00
Bill	05/19/2020	169M-R7P4-6HK1	Amazon Business	6250-1 - COVID-19 - TaoTronics Projector Screen - ARB hearing rooms	\$ 199.98
Bill	05/19/2020	8745832	Amazon	6250-1 - COVID-19 - Microphone/speakerphone - 5	\$ 327.70
Bill	05/20/2020	2.2020	Kimberly R Gamboa	6250-1 - COVID-19 - Supplies reimbursement - ink for home printer (work from home)	\$ 93.63
Bill	05/27/2020	30686	Austin Plastics & Supply, Inc.	6250-1 - COVID-19 - plexiglass - 2 - 23 1/2" x 58" pass through slot	\$ 339.00
Bill	05/27/2020	30686	Austin Plastics & Supply, Inc.	6250-1 - COVID-19 - plexiglass - 1 - 23 1/2" x 96" pass through slot	\$ 365.00
Credit Card Charge	06/01/2020	00155G	Michaels	6250-1 - COVID-19 - signs for front of bldg...call when you arrive for services	\$ 13.47
Bill	06/01/2020	5312020	KC McDade	6250-1 - COVID-19 - supplies reimbursement - sign frames	\$ 161.14
Credit Card Charge	06/01/2020	00179G	McCoy's	6250-1 - COVID-19 - signs for parking lot	\$ 49.47
Credit Card Charge	06/05/2020	1546	C & C Detail Supply	6250-1 - COVID-19 Supplies - N95 mask for appraisers and ARB members	\$ 480.45
Bill	06/11/2020	29246	Variverge	6250-1 - COVID-19 - Laser Printing Health Safety Insert - 65	\$ 0.98
Bill	06/12/2020	29261	Variverge	6250-1 - COVID-19 - Laser Printing Health Safety Insert - 7,426	\$ 334.17
Bill	06/23/2020	1751	C & C Detail Supply	6250-1 - COVID-19 - masks	\$ 2,400.00
Bill	06/23/2020	1751	C & C Detail Supply	6250-1 - COVID-19 - filters for masks	\$ 200.00
Bill	06/30/2020	34691	Stratus Building Solutions of Austin	6250-1 - COVID-19 - day porter - on-site daily cleaning	\$ 3,168.00
Credit Card Charge	07/02/2020	NP-17401	Nonprofit Web Advisor.com	6250-1 - COVID-19 - Masks & protective Gear - employer liability webinar	\$ 129.00
Credit Card Charge	07/08/2020	34482646	Best Buy	6250-1 - COVID-19 - Rocketfish 2 output HDMI splitter - ARB panel room #5	\$ 59.49
Bill	07/20/2020	4075430	Amazon.com	6250-1 - COVID-19 - laptop combination lock security cable for horse shoe area	\$ 26.28
Bill	07/20/2020	4075430	Amazon.com	6250-1 - COVID-19 - USB 2.0 to 0 micro USB extension cable for horse shoe area	\$ 34.95
Credit Card Charge	07/07/2020		Home Depot	6250-1 - COVID-19 - Nest indoor camera - listening to ARB hearings but maintaining a social distance away	\$ 358.00
Total 6250 • Contingency					\$ 39,841.62

ESTIMATED CHARGES for daily cleaning services during ARB protest season - July & August

6250-1 - COVID-19 - day porter - on-site daily cleaning services (216 hours * \$18)

\$ 3,888.00

\$ 43,729.62

Commissioners Court - Regular Session**11.****Meeting Date:** 07/28/2020

Wilco Forward Phase III Agreement The Caring Place and Round Rock Area Serving Center

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

Information**Agenda Item**

Discuss, consider and take appropriate action on ratifying and approving the Wilco Forward Phase III Community Services agreements between Williamson County and The Caring Place and Round Rock Area Serving Center in relation to the Wilco Forward Grant Program that is funded through the CARES Act for response to the Coronavirus Disease (COVID-19) pandemic.

Background

On July 21, 2020 the Commissioners Court approved the agreement terms for Phase III agreements with The Caring Place and the Round Rock Area Serving Center. The agreements became effective on the date the agreements were signed. The attached agreements between the County and these agencies reflect these approved agreement terms and are included to be documented in the Court's minutes.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Round Rock Serving Center Social Services Agreement
The Caring Place Social Services Agreement

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Valerie Covey

Final Approval Date: 07/23/2020

Reviewed By

Andrea Schiele

Date

07/23/2020 11:58 AM

Started On: 07/23/2020 11:27 AM

**WILLIAMSON COUNTY
SOCIAL SERVICE
FUNDING AGREEMENT
WITH
ROUND ROCK AREA SERVING CENTER**

This Social Service Funding Agreement ("the Agreement"), is made by and between **Williamson County, Texas** (the "County") located at 710 Main Street, Georgetown, Texas 78626, and the **Round Rock Area Serving Center** (the "Agency"), a non-profit corporation, located at 1099 East Main St., Round Rock, Texas 78664.

RECITALS

WHEREAS, on March 13, 2020, a Declaration of State of Disaster was issued by Governor Abbott certifying that the novel coronavirus (COVID-19), which has been recognized globally as a contagious respiratory virus, posed an imminent threat of disaster for all counties in Texas; and

WHEREAS, on April 12, 2020, Governor Abbott determined that that state of disaster continues to exist due to COVID-19 and issued a Proclamation renewing the disaster declaration for all counties; and

WHEREAS, on May 12, 2020, Governor Abbott determined that the state of disaster continues to exist due to COVID-19 and issued a Proclamation further renewing the disaster declaration for all counties; and

WHEREAS, as a result of COVID-19 and the response measures taken, the Agency is in need of assistance to meet the additional needs and services of the community, specifically funds to assist in the payment of rent and utilities for families affected by COVID-19; and

WHEREAS, the Agency would like to request funding from the County made available under Section 601(a) of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"); and

WHEREAS, the County desires to engage the Agency as a subrecipient to assist the County in utilizing the CARES Act funds.

NOW, THEREFORE, WITNESSETH:

1. **Recitals.** The recitals to this Agreement are hereby incorporated for all purposes.
2. **Effective Date.** The effective date of this Agreement ("Effective Date") is the latest date that either party executes this Agreement, or the date this Agreement has been finally approved by the County. Agency understands that this Agreement is dependent upon the approval of the County.

3. **Term.** The term of this Agreement is from the Effective Date to December 30, 2020.

I.

GENERAL OVERVIEW

- 1.1 Purpose. The County has in good faith determined that this Agreement serves a public purpose. This public purpose includes, but is not limited to, the Agency's efforts to assist certain Williamson County residents with up to three months of residential rental and utility payments, as further detailed herein, due to issues caused by COVID-19.
- 1.2 Use of Funds. The Agency understands that the funds provided to it by the County will be used solely for the program services as more particularly described in Exhibit "A", attached hereto and incorporated herein ("Allowable Expenditures").
- 1.3 Distribution of Funds. The County has budgeted \$5,000,000 for the Wilco Forward Phase III Community Services program. The County will endeavor to meet the commitments stated herein until this fund is exhausted.

II.

AGENCY PERFORMANCE REQUIREMENTS

- 2.1 Subrecipient Status. The County and the Agency agree that the Agency is a Subrecipient as described in 2 C.F.R. §§ 200.93. A Subrecipient is a non-Federal agency that receives a subaward from a pass-through entity to carry out a part of a Federal program. The Agency, as a subrecipient, will be responsible for administering the expenditures of the CARES Act funds consistent with the terms and conditions of this Agreement (and as detailed in Exhibit "A") and the Act.
- 2.2 Single Audit Act. The Allowable Expenditures are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. §§ 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. The Agency agrees to comply with the above.
- 2.3 Allowable Expenditures. The Agency agrees to comply with all applicable federal, state and local laws and regulations governing the expenditure of funds under this Agreement. The Agency shall submit to the County Auditor's office all necessary invoicing and appropriate documentation evidencing expenditures and that said expenditures are Allowable Expenditures. Allowable Expenditures are limited to those expenditures shown on Exhibit "A", attached hereto and incorporated herein.

- 2.4 County Audit. The Agency agrees to allow the County to review Agency records to determine their compliance with the terms of this Agreement. Agency, during normal business hours shall allow County reasonable access to its records and books and all other relevant records related to the administrative services provided for in this Agreement.
- 2.5 CFDA Requirements. The Parties agree that the specific source of funding is from CFDA # 21.019, from the Coronavirus Relief Fund, U. S. Department of Treasury.
- 2.6 Agency Responsibilities. The Agency will be responsible for the following:
- 2.6.1. Administering the intake process, including verification that the requested assistance is an Allowable Expense, that the applicant is a Williamson county resident, and that the Allowable expense is related to the COVID-19 crisis.
- 2.6.2 Confirming the validity of the landlord, property management company or utility company and issuing checks directly to the landlord, property management company or utility company, as soon as practicable. No checks shall be issued to the applicant directly.
- 2.6.3 Providing a spreadsheet to the County with each reimbursement request including the date (s) of assistance, amount of assistance, payee, type of assistance, last name of applicant and applicant's identifying number.
- 2.6.4 Insuring that all Allowable Expenses are only paid for Williamson county residents who reside within the service area described in Exhibit "B", attached hereto.
- 2.6.5 Agency will provide all staffing needed to administer the program as described in this Agreement.

III.

COUNTY PERFORMANCE REQUIREMENTS

- 3.1 County Payment Responsibility. After receipt of agency's request for reimbursement including the spreadsheet required in 2.6.3, above, the County will reimburse the Allowable Expenditures via an ACH payment within one to two business days after reimbursement request. The deadline for requesting reimbursements shall be before 9:00 am of each business day. The County shall have no obligation to reimburse Agency any Allowable Expenses over the \$5,000,000 Wilco Forward Phase III Community Services program budget. The County will provide the Agency with a weekly update on Phase III funds expended. All County determinations regarding eligible Allowable Expenses shall be final.

IV.

GENERAL CONDITIONS

- 4.1. Amendments or Modifications. No amendments or modifications to this Agreement may be made, nor any provision waived, unless in writing signed by a person duly authorized to sign Agreements on behalf of each party.
- 4.2. Relationship of Parties. In performing this Agreement, both the County and Agency will act in an individual capacity, and not as agents, representatives, employees, employers, partners, joint-venturers, or associates of one another. The employees or agents of either party may not be, nor be construed to be, the employees or agents of the other party for any purpose.
- 4.3. Captions. The captions in this Agreement are for convenience only and are not a part of this Agreement. The captions do not in any way limit or amplify the terms and provisions of this Agreement.
- 4.4. Venue and Law. Venue for any legal action related to this Agreement is in Williamson County, Texas. This Agreement is subject to all legal requirements of County, State and Federal laws, and Agency agrees that it will promptly comply with all such applicable laws, regulations, orders and rules of the State, County and other applicable governmental agencies. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas without regard, however, to the conflicts of laws provisions of Texas law.
- 4.5. Sole Agreement. This Agreement constitutes the sole Agreement between County and Agency. Any prior Agreements, promises, negotiations, or representations, verbal or otherwise, not expressly stated in this Agreement, are of no force and effect.
- 4.6. Survival of terms of Agreement and obligations of parties. The terms of this Agreement and the obligation of the parties relating to Section 14 shall survive the termination of this Agreement.
- 4.7. Public Information Act Requirements. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the Agency agrees that the contract can be terminated if the Agency knowingly or intentionally fails to comply with a requirement of that subchapter.

- 4.8. Certificate of Interested Parties. Agency agrees to comply with Texas Government Code Section 2252.908, as it may be amended, and to complete Form 1295 "Certificate of Interested Parties" as part of this Agreement if required by said statute.

- 4.9 Notices. Notices required by this Agreement are as follows:

County:

County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

and

County Auditor
710 Main Street, Suite 301
Georgetown, Texas 78626

Agency:

Round Rock Area Serving Center
1099 East Main
Round Rock, Texas 78664

(SIGNATURE PAGE FOLLOWS)

WILLIAMSON COUNTY, TEXAS

William W. Gravell, Jr.
William Gravell, Jr.

ATTEST:

Nancy Rister , County Clerk

Date:

ROUND ROCK AREA SERVING CENTER

By: Lori Scott

Its: Lori Scott
Executive Director

Date: 7/20/2020

Exhibit "A"

Allowable Expenses

1. Agency will provide up to three months of rental assistance plus late fees, including any amount in arrears. Applicant must submit a written request for funding for each month of rent due after the first month, on an as needed basis. Applicant must be a Williamson County resident and residing in the service area described in Exhibit "B", attached hereto.
2. Agency will provide up to \$1,500 of utility assistance, including fees, per application to Williamson County residents, on an as needed basis. Utilities include electricity, gas, propane, water and wastewater/sewer.
3. Agency will comply with all additional terms and conditions as stated in Section 2.6 of this Agreement.

Exhibit "B"

Service Areas

Round Rock Area Serving Center:

1. Round Rock
2. Austin (within Williamson County)
3. Brushy Creek/Fern Bluff MUD
4. Hutto (the part that is not in Georgetown ISD)

The Caring Place:

1. Georgetown
2. Andice
3. Bartlett
4. Florence
5. Granger
6. Jarrell
7. Jonah
8. Schwertner
9. Walburg
10. Weir
11. Hutto (the part within Georgetown ISD)

The Salvation Army:

1. Cedar Park
2. Coupland
3. Leander
4. Liberty Hill
5. Taylor
6. Thrall
7. All other areas of Williamson County not served by the other two agencies

**WILLIAMSON COUNTY
SOCIAL SERVICE
FUNDING AGREEMENT
WITH
THE CARING PLACE**

This Social Service Funding Agreement ("the Agreement"), is made by and between **Williamson County, Texas** (the "County") located at 710 Main Street, Georgetown, Texas 78626, and the **The Caring Place** (the "Agency"), a non-profit corporation, located at 2000 Railroad Street, Georgetown, TX 78626

RECITALS

WHEREAS, on March 13, 2020, a Declaration of State of Disaster was issued by Governor Abbott certifying that the novel coronavirus (COVID-19), which has been recognized globally as a contagious respiratory virus, posed an imminent threat of disaster for all counties in Texas; and

WHEREAS, on April 12, 2020, Governor Abbott determined that that state of disaster continues to exist due to COVID-19 and issued a Proclamation renewing the disaster declaration for all counties; and

WHEREAS, on May 12, 2020, Governor Abbott determined that the state of disaster continues to exist due to COVID-19 and issued a Proclamation further renewing the disaster declaration for all counties; and

WHEREAS, as a result of COVID-19 and the response measures taken, the Agency is in need of assistance to meet the additional needs and services of the community, specifically funds to assist in the payment of rent and utilities for families affected by COVID-19; and

WHEREAS, the Agency would like to request funding from the County made available under Section 601(a) of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"); and

WHEREAS, the County desires to engage the Agency as a subrecipient to assist the County in utilizing the CARES Act funds.

NOW, THEREFORE, WITNESSETH:

1. **Recitals.** The recitals to this Agreement are hereby incorporated for all purposes.
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3. **Term.** The term of this Agreement is from the Effective Date to December 30, 2020.

I.

GENERAL OVERVIEW

- 1.1 Purpose. The County has in good faith determined that this Agreement serves a public purpose. This public purpose includes, but is not limited to, the Agency's efforts to assist certain Williamson County residents with up to three months of residential rental and utility payments, as further detailed herein, due to issues caused by COVID-19.
- 1.2 Use of Funds. The Agency understands that the funds provided to it by the County will be used solely for the program services as more particularly described in Exhibit "A", attached hereto and incorporated herein ("Allowable Expenditures").
- 1.3 Distribution of Funds. The County has budgeted \$5,000,000 for the Wilco Forward Phase III Community Services program. The County will endeavor to meet the commitments stated herein until this fund is exhausted.

II.

AGENCY PERFORMANCE REQUIREMENTS

- 2.1 Subrecipient Status. The County and the Agency agree that the Agency is a Subrecipient as described in 2 C.F.R. §§ 200.93. A Subrecipient is a non-Federal agency that receives a subaward from a pass-through entity to carry out a part of a Federal program. The Agency, as a subrecipient, will be responsible for administering the expenditures of the CARES Act funds consistent with the terms and conditions of this Agreement (and as detailed in Exhibit "A") and the Act.
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- 2.6 Agency Responsibilities. The Agency will be responsible for the following:
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- 2.6.3 Providing a spreadsheet to the County with each reimbursement request including the date (s) of assistance, amount of assistance, payee, type of assistance, last name of applicant and applicant's identifying number.
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weekly update on Phase III funds expended. All County determinations regarding eligible Allowable Expenses shall be final.

IV.

GENERAL CONDITIONS

- 4.1. Amendments or Modifications. No amendments or modifications to this Agreement may be made, nor any provision waived, unless in writing signed by a person duly authorized to sign Agreements on behalf of each party.
- 4.2. Relationship of Parties. In performing this Agreement, both the County and Agency will act in an individual capacity, and not as agents, representatives, employees, employers, partners, joint-venturers, or associates of one another. The employees or agents of either party may not be, nor be construed to be, the employees or agents of the other party for any purpose.
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- 4.5. Sole Agreement. This Agreement constitutes the sole Agreement between County and Agency. Any prior Agreements, promises, negotiations, or representations, verbal or otherwise, not expressly stated in this Agreement, are of no force and effect.
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4.8. Certificate of Interested Parties. Agency agrees to comply with Texas Government Code Section 2252.908, as it may be amended, and to complete Form 1295 "Certificate of Interested Parties" as part of this Agreement if required by said statute.

4.9 Notices. Notices required by this Agreement are as follows:

County:

County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

and

County Auditor
710 Main Street, Suite 301
Georgetown, Texas 78626

Agency:

The Caring Place
2000 Railroad Street
Georgetown, TX 78626

(SIGNATURE PAGE FOLLOWS)

WILLIAMSON COUNTY, TEXAS.

William Gravell, Jr.
William Gravell, Jr.

ATTEST:

Nancy Rister, County Clerk

Date:

THE CARING PLACE

By: [Signature]

Its: Executive Director

Date: 7/23/20

Exhibit "A"

Allowable Expenses

1. Agency will provide up to three months of rental assistance plus late fees, including any amount in arrears. Applicant must submit a written request for funding for each month of rent due after the first month, on an as needed basis. Applicant must be a Williamson County resident and residing in the service area described in Exhibit "B", attached hereto.
2. Agency will provide up to \$1,500 of utility assistance, including fees, per application to Williamson County residents, on an as needed basis. Utilities include electricity, gas, propane, water and wastewater/sewer.
3. Agency will comply with all additional terms and conditions as stated in Section 2.6 of this Agreement.

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Service Area

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1. Round Rock
2. Austin (within Williamson County)
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The Salvation Army:

1. Cedar Park
2. Coupland
3. Leander
4. Liberty Hill
5. Taylor
6. Thrall
7. All other areas of Williamson County not served by the other two agencies

Commissioners Court - Regular Session**12.****Meeting Date:** 07/28/2020

BS&W Amendment

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 a First Amended and Restated Professional Services Agreement between Williamson County and Baylor Scott & White Health for the purpose of providing medical testing services for the Coronavirus Disease (COVID-19) for Williamson County Emergency Services Personnel.

Background

On June 16, 2020, the Commissioners Court approved an agreement with Baylor Scott and White to provide Coronavirus Disease (COVID-19) to Williamson County Emergency Medical Services personnel. The proposed amendment will provide continued testing of Emergency Medical Services personnel, but would also provide testing for Williamson County law enforcement personnel, Mobile Outreach Team personnel, Department of Emergency Management personnel and other Williamson County personnel that are supporting the county's response to the Coronavirus Disease (COVID-19).

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

First Amd Restated Agreement

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Hal Hawes

Final Approval Date: 07/21/2020

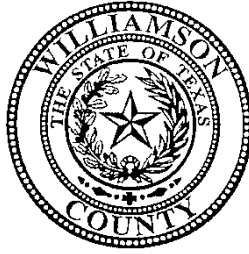
Reviewed By

Andrea Schiele

Date

07/21/2020 08:31 AM

Started On: 07/20/2020 04:28 PM



**FIRST AMENDED AND RESTATED
PROFESSIONAL SERVICES AGREEMENT
FOR
CORONAVIRUS DISEASE (COVID-19) TESTING
FOR
WILLIAMSON COUNTY EMERGENCY
MEDICAL SERVICES PERSONNEL**

This First Amended and Restated Professional Services Agreement (“Agreement”) is entered into between Williamson County, Texas, (“County”), and Baylor Scott & White Health (“Provider”), for the purpose of providing medical testing services for the Coronavirus Disease (COVID-19) for Williamson County Emergency Services Personnel, which the Williamson County Commissioners Court finds to be a professional service that serves a public purpose and serves the public welfare of the citizens of Williamson County.

**I.
GENERAL SCOPE OF AGREEMENT**

A. Service. Provider shall provide medical services through the qualified medical professionals of its affiliated entities for expedited Coronavirus Disease (COVID-19) testing of Williamson County’s Emergency Services Personnel pursuant to the terms set out herein.

B. County’s Emergency Services Personnel. For purposes of this Agreement, County’s “Emergency Services Personnel” shall include, but not be limited to County’s Emergency Medical Services personnel, law enforcement personnel, Mobile Outreach Team personnel, Department of Emergency Management personnel and other County personnel that are supporting the County’s response to the Coronavirus Disease (COVID-19).

C. Locations. Provider agrees to provide the testing services at Provider’s facilities located at 425 University Blvd., Round Rock, Texas 78665 and other locations as directed by Provider’s point of contact (“Facilities”). Timing of testing will be coordinated with the County’s Emergency Services Personnel by the parties’ points of contact.

D. Tests to be Used. Provider shall use the COVID-19 reverse transcriptase polymerase

chain reaction (RT-PCR) nasal swab (CPT Code U0003).

E. Standard. All services by Provider shall be performed according to the regularly accepted standards of medical care in the State of Texas. Provider will be under no obligation to provide any inpatient care, hospitalization, or other medical services which are beyond performance of testing County's Emergency Services Personnel for the Coronavirus Disease (COVID-19).

F. Results and Data. Provider shall inform the affected personnel of the results of each test performed within 48-72 hours from administering each test.

G. Notices and Communications. Following execution of this Agreement, each party will set up points of contact within each organization for scheduling, data exchange and other logistics as deemed necessary and exchange such information.

H. Not Billing Insurance. The parties acknowledge and agree that County is providing the testing to County's Emergency Services Personnel as a benefit and will be paying Provider directly for the testing services provided under this Agreement. Except as otherwise set out herein, Provider will not bill the insurance provider of the County's Emergency Services Personnel for such services. Provider may bill the insurance provider for any inpatient care, hospitalization, or other medical services which are provided to such employees beyond the performance of testing.

II. TERM

This Agreement shall become effective as of the date of the last party's execution below ("Effective Date") and continue for one (1) year thereafter, unless terminated earlier as set out herein. The parties acknowledge and agree that Provider performed tests for the Coronavirus Disease (COVID-19) on County's Emergency Services Personnel beginning May 18, 2020 and County shall pay Provider for such tests prior to the Effective Date in accordance with the terms of this Agreement. The parties hereto agree this Agreement may be extended, by mutual agreement, in writing following the expiration of the above stated term.

III. COSTS AND PAYMENT TERMS

A. Costs. County shall pay Provider \$100 per test provided pursuant to the terms of this Agreement. The total amount to be paid by County under this Agreement shall not exceed \$50,000.00 in a particular County fiscal year (October 1st to September 30th). In the event the said not-to-exceed amount of \$50,000.00 in a particular County fiscal year is exceeded, provider may bill the individual employee's insurance provider for any testing.

B. Payment Terms. County's payment for costs incurred hereunder shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be submitted to the Williamson County Auditor, Attn: Finance Director, 710 Main Street, Suite 301, Georgetown, Texas 78626 and shall be paid by County within thirty (30) days from the date of the Williamson County Auditor's receipt

of the invoice. Interest charges for any late payments shall be paid by 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 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. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, County shall notify Provider of the discrepancy. Following County's notification of any discrepancy as to an invoice, Provider must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. County shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. County's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

IV. RIGHT TO AUDIT

Subject to and in accordance with HIPAA regulations, Provider agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Provider which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Provider agrees that County shall have access during normal working hours to all necessary Provider facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. County shall give Provider reasonable advance notice of intended audits. In no circumstances will Provider be required to create or maintain documents not kept in the ordinary course of Provider's business operations, nor will Provider be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary.

V. AGENCY-INDEPENDENT CONTRACTOR

Neither the County nor any employee thereof is an agent of Provider and neither Provider nor any employee thereof is an agent of the County. This agreement does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege, or other amenities of employment by the other party.

VI. INSURANCE

Provider agrees to maintain professional liability insurance and general liability coverage, at its own expense, for the entire period in which claims could arise for services performed under this Agreement, in amounts that Provider deems necessary. In no event shall either party be responsible

for punitive damages other than with respect to claims of third parties, or any consequential, incidental, or special damages (including lost profits or revenue) of the other party.

**VII.
ASSIGNMENT; SUCCESSORS AND ASSIGNS**

Neither party may assign, in whole or in part, any interest it may have in this Agreement without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

**VIII.
THIRD PARTY BENEFICIARY EXCLUDED**

No person not a party to this Agreement may bring a cause of action pursuant to this Agreement as a third-party beneficiary. This Agreement may not be interpreted to waive the sovereign immunity of any party to this Agreement to the extent such party may have immunity under Texas law.

**IX.
FORCE MAJEURE**

If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

**X.
TERMINATION**

This Agreement may be terminated, with or without cause, by either party by providing written notice to the other party at least ten (10) days prior to the intended date of termination.

**XI.
NOTICE**

Any notice or other writing required by this Agreement shall be deemed given when personally delivered or mailed by certified or registered United States mail, postage prepaid, addressed as follows:

County: Williamson County Judge
 Bill Gravell, Jr. (or successor)
 710 Main Street
 Suite 101
 Georgetown, Texas 78626

Provider: Baylor Scott & White Health
c/o Jay Fox
300 University Blvd.
Round Rock, TX 78665

Cc:
Baylor Scott and White Health
Legal Department
Attn: Michael Anderson
4005 Crutcher St., Suite 300
Dallas, Texas 75246

XII. SEVERABILITY

If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

XIII. VENUE AND GOVERNING LAW

Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

XIV. NO WAIVER OF IMMUNITIES

Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

XV.
PATIENT INFORMATION; REGULATORY COMPLIANCE.
HIPAA COMPLIANCE

A. Records. Records will be maintained and managed by Provider for all tests performed by it. Each party will comply with all applicable laws and regulations related to the maintenance, uses and disclosures or protected health information, including without limitation the Health Insurance Portability and Accountability Act of 1996 and the regulations issued thereunder. Subject to full compliance with all laws and regulations relating to the use and disposition of protected health information, each party will have the right to use, reproduce, display, distribute, modify and disclose data generated from these tests for all purposes permitted or required by law, including for clinical research. The provisions of this section shall survive the termination of this Agreement.

B. Regulatory Compliance. Each party agrees that the intent of this relationship is to parties intend to conduct this relationship in full compliance with all applicable laws and regulations, including, without limitation, the fraud and abuse provisions of 42 U.S.C. § 1320a-7 et seq., the physician self-referral prohibitions of 42 U.S.C. § 1395nn and HIPAA (defined below). Should either party reasonably conclude that any portion of this Agreement is or may be in violation of such requirements or subsequent enactments by federal, state or local authorities, the parties agree to negotiate written modifications to this Agreement as may be necessary to establish compliance with such authorities or to reflect applicable changes.

C. HIPAA Compliance. Unless otherwise permitted by applicable law, each party to this Agreement shall not use or disclose certain confidential, proprietary, and nonpublic financial and other information concerning patients ("Protected Health Information") in violation of the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA" and The Health Information Technology for Economic and Clinical Health ("HITECH"), each as amended. Each party agrees to use their best efforts to comply with HIPAA and HITECH, including the implementation of all necessary safeguards to prevent such disclosure and the assurance that any subcontractors or agents to whom either party provided Protected Health Information agree to the same restrictions and conditions imposed on the parties hereto under HIPAA and HITECH.

D. Federal Exclusion. Each party represents that neither that party nor any entity owning or controlling that party is excluded from any federal health care program including the Medicare/Medicaid program or from any state health care program. Each party further represents that it is eligible for Medicare/Medicaid participation. Each party agrees to disclose immediately any material federal, state, or local sanctions of any kind, imposed subsequent to the date of this Agreement, or any investigation which commences subsequent to the date of this Agreement, that would materially adversely impact the parties' obligations hereunder.

E. RESERVED

F. Access to Books and Records. If the services to be provided by Provider hereunder are subject to the disclosure requirements of 42 U.S.C. 1395x (v)(1)(I), Provider shall make available, upon written request of the Secretary of Health and Human Services, or upon request to the Comptroller General, or any of their duly authorized representatives, a copy of this Agreement and the books, documents and records of Provider that are necessary to certify the nature and extent of the costs incurred under this Agreement for the period required by law. If Provider provides any services through a subcontract with a value or cost of \$10,000.00 or more over a twelve (12) month period, then, in addition, with respect to any applicable subcontract, such subcontract shall contain a clause to the effect that, should the subcontractor be deemed a related organization, for the period required by law, the subcontractor shall make available upon written request of the Secretary of Health and Human Services, or upon request to the Comptroller General, or any of their duly authorized representatives, a copy of the contract, and the books, documents and records of such third party that are necessary to verify the nature and extent of the costs incurred under this Agreement.

**XVI.
ENTIRE AGREEMENT**

This Agreement represents the entire understanding of and between the parties and supersedes all prior representations and prior agreements between the parties. This Agreement may not be varied orally but must be amended by written document of subsequent date duly executed by these parties.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement on the date set forth above, to be effective as of the date of the last party's execution below.

County:

Williamson County, Texas

Bill Gravell, Jr.
Williamson County Judge

Date: _____, 2020

Provider:

Baylor Scott & White Health

By: _____
Jay Fox
President, Austin-Round Rock Region

Date: July 20_____, 2020

Commissioners Court - Regular Session**13.****Meeting Date:** 07/28/2020

Bridge Church Contract

Submitted For: Russ Boles**Submitted By:** Michael
Cooper,
Commissioner
Pct. #4**Department:** Commissioner Pct. #4**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on a real estate contract and leaseback agreement with The Bridge Community Church of the Assemblies of God, formerly known as Central Assembly of God, a Texas non-profit corporation, for right of way needed on the Corridor A/Southeast Loop project and additional remainder property (Parcel 22/22R). Funding Source Road Bonds P463.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Bridge Church Contract

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Michael Cooper

Final Approval Date: 07/23/2020

Reviewed By

Andrea Schiele

Date

07/23/2020 10:02 AM

Started On: 07/23/2020 08:56 AM

REAL ESTATE CONTRACT

Southeast Loop/Corridor A-1

THIS REAL ESTATE CONTRACT ("Contract") is made by and between THE BRIDGE COMMUNITY CHURCH OF THE ASSEMBLIES OF GOD, formerly known as CENTRAL ASSEMBLY OF GOD, a Texas non-profit corporation (referred to in this Contract as "Seller", whether one or more) and the 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:

Tract 1: An approximately 4.50 acre parcel of land situated within the John Kelsey Survey, Abstract No. 377, Williamson County, Texas, being a portion of a called 73.35 acre tract of land conveyed to the Central Assembly of God (now known as the Bridge Community Church of the Assemblies of God) by a deed filed for record under Document No. 2007040774 of the Official Public Records of Williamson County, Texas, and as further shown in Exhibit "A" attached hereto and incorporated herein (the "R.O.W. Parcel"). The final size of the R.O.W. Parcel shall be determined by a metes and bounds survey to be completed at the expense of Purchaser prior to Closing; and

Tract 2: An approximately 4.02 acre parcel of land situated within the John Kelsey Survey, Abstract No. 377, Williamson County, Texas, being a portion of a called 73.35 acre tract of land conveyed to the Central Assembly of God (now known as the Bridge Community Church of the Assemblies of God) by a deed filed for record under Document No. 2007040774 of the Official Public Records of Williamson County, Texas, and as further shown in Exhibit "A" attached hereto and incorporated herein (the "Southern Remainder Parcel"). The final size of the Southern Remainder Parcel conveyed herein shall be determined by a metes and bounds survey to be completed at the expense of Purchaser prior to Closing;

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 and fixtures situated on and attached to the Property described, or bisected by the acquisition and not otherwise 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 situated thereon, and any damages to or cost of cure for the remaining property of Seller shall be the sum of SIX MILLION TWO HUNDRED FIFTY THOUSAND and 00/100 Dollars (\$6,250,000.00).

Payment of Purchase Price

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

Special Provisions and Additional Consideration

2.03. Leaseback. At Closing the parties shall enter into a written lease agreement (the "Leaseback Agreement") wherein Purchaser, as Landlord, shall lease back to Seller, as Tenant, the Southern Remainder Parcel at the rental rate of \$1/year, and for an initial term of twenty-four (24) months. The form and additional terms of which Leaseback Agreement is shown in Exhibit "B" attached hereto and incorporated herein.

2.04. Southern Remainder Parcel OSSF. As an obligation which shall survive the Closing of this transaction, Purchaser agrees that prior to the decommissioning or removal of any existing On-Site Sewage Facility ("OSSF") located within the R.O.W. Parcel which serves the existing church building improvements on the Property, it shall at its sole expense obtain permitting for and cause construction of a replacement OSSF on the Southern Remainder Parcel which is adequate to serve the existing Leaseback improvements.

2.05. Retained Improvements. Seller shall be allowed to remove and retain title to the following improvements located on the R.O.W. Parcel: SPECIAL NEEDS ADAPTIVE BALLFIELD, CANOPY COVER AND PLAYGROUND EQUIPMENT (the "Retained Improvements").

Seller covenants and agrees to remove the Retained Improvements from the Property on or before **December 31, 2020**, subject to such extensions of time as may be granted by Grantee in writing. In the event Grantor fails, for any reason, to remove the Retained Improvements within the time prescribed, then, without further consideration, title to all or part of such Retained Improvements not so removed shall pass to and vest in Purchaser, its successors and assigns, forever, and may be removed or disposed of at the discretion of Purchaser.

By execution of this Contract Seller hereby assumes liability for, shall be solely responsible for, and hereby agrees to release, defend, indemnify and hold harmless Purchaser, its agents and contractors from and against any and all claims, liabilities, suits, actions damages and expenses (including reasonable attorney fees) of any kind or nature from any third party claiming

any lien or ownership interest in the Retained Improvements arising from or connected with the purchase and payment, removal, retention or disposal of such improvements by Seller or Purchaser.

2.06. Temporary Access Easement. Until such time as the proposed Southeast Loop interim frontage road improvements on the R.O.W. Parcel are open for public vehicle use, Seller's access to the Northern Remainder property of Seller as shown on Exhibit "A" shall be allowed pursuant to the terms of a Temporary Access Easement across portions of the R.O.W. Parcel and the Southern Remainder Parcel in the form as shown in Exhibit "C" attached hereto and incorporated herein, to be recorded in the Official Records of Williamson County, Texas as part of the Closing.

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

4.01. 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 knowledge:

(a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser;

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

4.02. The R.O.W. Parcel is being conveyed to Purchaser under threat of condemnation.

4.03 AS IS. PURCHASER ACKNOWLEDGES AND AGREES THAT, OTHER THAN AS MAY BE SPECIFICALLY SET FORTH IN THIS CONTRACT AND THE DOCUMENTS TO BE DELIVERED AT CLOSING:

SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, CONTRACTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH PURCHASER MAY CONDUCT THEREON, (C) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING, WITHOUT LIMITATION, THE AMERICANS WITH DISABILITIES ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, AND THE TEXAS ARCHITECTURAL BARRIERS ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, OR (F) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE PROPERTY, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND APPLICABLE STATE LAWS, AND REGULATIONS PROMULGATED THEREUNDER. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, PURCHASER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS" CONDITION AND BASIS "WITH ALL FAULTS." PURCHASER ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH WERE A MATERIAL FACTOR IN THE DETERMINATION OF THE PURCHASE PRICE OF THE PROPERTY. THE TERMS OF

THIS PARAGRAPH WILL BE INCLUDED IN THE DEED AND ANY BILL OF SALE OR ASSIGNMENT DELIVERED AT CLOSING, WILL SURVIVE CLOSING AND WILL SURVIVE ANY TERMINATION OF THIS CONTRACT.

As used in this Contract and any addendum, amendment or exhibit to this Contract, all representations and warranties, and references are made to the best of Seller's actual knowledge. Seller's actual knowledge, knowledge, Seller's awareness, or references of similar import, are predicated upon and refer to the actual knowledge (as opposed to imputed, implied or constructive knowledge) of Seller as of the date of the representation without the duty of inquiry or investigation of such fact or condition pertaining to such representation and Seller's actual knowledge that such fact or condition would materially and adversely impact Purchaser's use of the Property.

ARTICLE V CLOSING

Closing Date

5.01. The Closing shall be held at the office of Independence Title Company at 203 W. Main Street Suite A Pflugerville, TX on or before August 11th, 2020, or at such time, date, and place as Seller and Purchaser may agree, or 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 Special Warranty Deed conveying good and indefeasible title in fee simple to all of the Property, 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.

The Special Warranty Deed shall be in the form as shown in Exhibit "D" attached hereto and incorporation herein.

(2) Deliver a duly executed Temporary Access Easement as described in Section 2.06 above.

(3) Provide reasonable assistance, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Purchaser's favor in the full amount of the Purchase Price, insuring each Grantee's fee simple and/or easement 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) If final metes and bounds descriptions are provided, 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".

(4) Deliver to Purchaser possession of the Property, subject to Paragraph 2.03 herein and subject to Seller's right to remove any improvements from the Property through December 31, 2020.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (1) Pay the cash portion of the Purchase Price.
- (2) Deliver a duly executed Temporary Access Easement as described in Section 2.06 above.
- (3) Deliver the Leaseback as described in Section 2.03 above.

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 and survey 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 party respectively as incurred.

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, as Purchaser's sole and exclusive remedy, elect to either: (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 the Williamson County commissioners court by official vote..

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.

Survival

8.12 Those obligations, which by their terms are to be performed after Closing, will survive Closing.

ARTICLE IX

Feasibility Period; Property Information

9.01 During the period commencing on the Effective Date and ending at 5:00 p.m. (CST) on the twenty-first (21st) day thereafter (the "Feasibility Period"), Purchaser may enter the Property (with advance scheduling with Seller for building improvement entry) and conduct any and all such tests, inspections, and studies as Purchaser may desire, including, but not limited to, environmental testing, in order to determine if the Property is suitable for Purchaser's purposes. During such period and thereafter for so long as this Contract is in effect, Purchaser may obtain

Phase I and Phase II environmental site assessments of the Property and such other tests or inspections as Purchaser in good faith deems appropriate. Purchaser may terminate this Contract for any reason or no reason at all by sending written notice thereof to Seller prior to the end of the Feasibility Period, and if this Contract is so terminated, neither party shall have any further rights or obligations hereunder and the Escrow Deposit shall be delivered to Seller. If Purchaser does not so notify Seller prior to the end of the Feasibility Period, Purchaser shall be deemed to have elected to proceed to Closing, subject to the terms hereof.

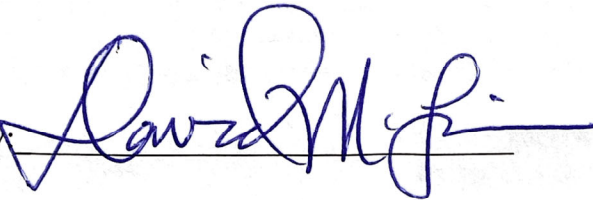
9.02 To the extent allowed by law, Purchaser shall and does hereby agree to indemnify and hold Seller harmless from and against any and all liens, liabilities, claims, damages or losses for physical injury or damage to persons or property, including court costs and reasonable attorneys' fees, in each case arising out of or resulting from Purchaser's or any of its consultants' (i) entry onto the Property for the purpose of conducting tests, studies and inspections and the actual conduct of such tests, studies and inspections on the Property or (ii) exercise of its rights under Section 3.01 above; provided, however, that Purchaser shall not be responsible for any diminution of value of the Property or remediation required to the Property as a result of Purchaser's discovering any existing conditions at the Property. Purchaser shall, at its sole cost and expense, promptly restore any damage or alteration of the physical condition of the Property which results from the tests, studies and inspections conducted by Purchaser or any of its consultants to the condition immediately prior thereto. Purchaser's obligations under this Section 3.02 shall survive the termination of this Contract and the Closing.

9.03 Within ten (10) days following the Effective Date, Seller shall provide the following items to Purchaser: (a) copies of all documents, if any, indicating compliance or noncompliance with any governmental entity with jurisdiction of any sort over the Property; (b) any and all soil, engineering, structural building or mechanical component, and environmental reports relating to the Property in Seller's possession; (c) all contracts and agreements relating to the Property that are not cancelable upon thirty (30) days' notice without penalty or charge; and (d) any leases relating to the Property

[signature page follows]

SELLER:

THE BRIDGE COMMUNITY CHURCH OF THE ASSEMBLIES OF GOD,
f/k/a Central Assembly of God, a Texas non-profit corporation

By: 

Address: 747 C.R. 138

Name: DAVID MCLAIN

Hutto, TX 78634

Its: Pastor

Date: 7/21/20

PURCHASER:

WILLIAMSON COUNTY, TEXAS

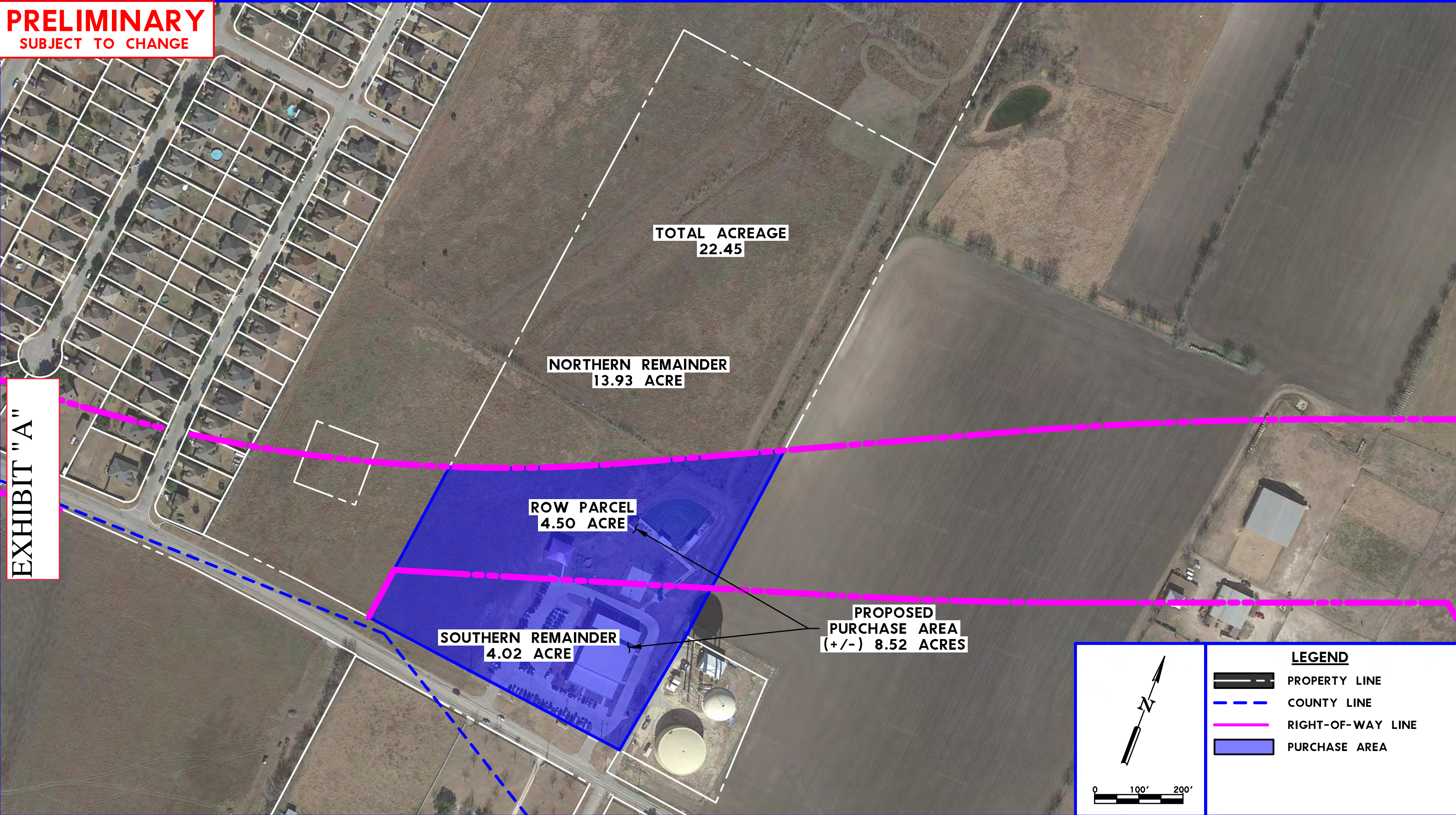
By: _____
Bill Gravell, Jr.
County Judge

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

Date: _____

PRELIMINARY
SUBJECT TO CHANGE

EXHIBIT "A"



**SOUTHEAST LOOP ROUTE
THE BRIDGE COMMUNITY CHURCH
OF THE ASSEMBLIES OF GOD (22)
R020682**

PRELIMINARY
FOR REVIEW ONLY
NOT FOR CONSTRUCTION, BIDDING,
OR PERMIT PURPOSES
JMT
TBPB FIRM REG. NO. F-16341
ENGINEER **MICHAEL CURL**
P.E. NO. 126986 DATE 5/5/2020

EXHIBIT "B"

COMMERCIAL PROPERTY LEASE AGREEMENT

THIS COMMERCIAL PROPERTY LEASE AGREEMENT (the "Lease") is made between the **Williamson County, Texas**, hereafter called "Lessor" or "Landlord", and **The Bridge Community Church of the Assemblies of God**, hereafter called "Lessee" or "Tenant".

The parties agree as follows:

AGREEMENT TO LEASE AND DESCRIPTION OF THE PROPERTY. The Lessor leases to the Lessee, and the Lessee rents from the Lessor, the following described commercial property space:

All of that certain _____ acre tract of land described by metes and bounds in Exhibit "A" attached hereto and incorporated herein, and any improvements situated thereon.

1. TERMS OF LEASE.

A. Lease Term. The initial term of this Lease shall be a period of twenty-four (24) months, commencing on _____ ("Commencement Date"), and ending at midnight on _____ (the "Termination Date").

2. RENTAL.

A. Rental for Term. In advance on the First (1st) day of each leasehold year, beginning on the Commencement Date, Lessee agrees to pay, without demand, deduction or offset, to Lessor ONE DOLLAR (\$1.00) as rent for the Leased Premises, at: Williamson County Auditor's Office, Attn: Finance Director, 710 Main Street, Suite 301, Georgetown, Texas 78626 or such other place as Lessor may designate in writing. Tenant shall additionally pay a prorated rental amount for any period between the Commencement Date and the date that the first rental payment is due as set out herein.

B. Untimely or Insufficient Payment of Rent. If Lessee fails to timely pay any month's rent, Lessee will pay Lessor an initial late charge of FIFTY DOLLARS (\$50.00), plus additional late charges of TEN DOLLARS (\$10.00) per day thereafter until rent is paid in full. Time is of the essence for the payment of rent. **Lessee hereby acknowledges that strict compliance with rental due dates is required and that there is no grace period pertaining to the payment of rent.** Any waiver of late charges or failure to collect late charges under this paragraph will not affect or diminish any other right or remedy Lessor may exercise, at law or in equity, for Lessee's failure to timely pay rent (including but not limited to reporting late payments to consumer reporting agencies).

Lessee further agrees to pay Lessor TWENTY-FIVE DOLLARS (\$25.00) for each check Lessee tenders to Lessor which is returned by the institution on which it is drawn for any reason, plus initial and additional late charges until Lessor has received payment in full. Lessor may, upon written notice to Lessee, require Lessee to pay all rents by money order, cashier's check, certified funds, or other means acceptable to Lessor.

3. OPTION TO EXTEND OR TERMINATE LEASE. In the event Tenant wishes to extend this lease following the initial term or any extended term thereafter, Tenant shall provide Landlord with a written request to extend the Lease. Following Landlord's receipt of Tenant's extension request, Landlord shall have the option to deny or accept the request, as it deems in the best interest of Landlord. If the Landlord accepts Tenant's extension request, the extended term shall begin on the expiration of the Initial Lease Term or the then current "Extension Term" of this Lease, as appropriate. All terms, covenants, and provisions of this Lease shall apply to each such Extension Term, except that Landlord shall reserve the right to modify the duration and rental

rate amount of any Extension Term.

Tenant at its sole option may terminate this Lease at any time by delivering a minimum of thirty (30) days prior written notice of such early termination to Landlord.

4. TAXES.

A. Personal Property Taxes. Lessee agrees to pay any taxes levied against the personal property and trade fixtures of the Lessee in and about the Leased Premises, provided, however, that if any such taxes of Lessee are levied against Lessor or Lessor's property or if the assessed value of Lessor's property is increased by the inclusion of the value placed on Lessee's property and Lessor pays those taxes, Lessee, on demand, shall reimburse Lessor for all taxes actually paid on Lessee's behalf.

B. Real Property Taxes: Lessor agrees to pay all ad valorem taxes, assessments and governmental charges of any kind and nature whatsoever (hereinafter collectively referred to as the "Taxes"), levied or assessed against the real property portion of the Leased Premises. Included also shall be all costs in contesting, rendering and otherwise adjusting the Taxes. In the event that such taxes are billed directly to Lessor, Lessor shall provide written notice of such billing to Lessee and Lessee shall pay Lessor all amounts of taxes owing within fourteen (14) calendar days from the date of Lessor's written notice.

- 1. Remedy for Non-Payment:** If Lessee should fail to pay any Taxes, assessments, or governmental charges required to be paid by Lessee hereunder, in addition to any other remedies provided herein, Lessor may, if Lessor so elects, pay such Taxes, assessments and governmental charges.

Any sums so paid by Lessor shall be deemed to be so much additional rental owing by Lessee to Lessor and due and payable upon demand as additional rental plus interest at the maximum rate of interest allowed by law from the date of payment by Lessor until repaid by Lessee. Any and all remedies that are set out herein for the late payment of rents may also be exercised by Lessor in relation to late payments of any Taxes, assessments, or governmental charges required to be paid by Lessee hereunder.

2. Adjustment to Taxes; Contest of Taxes:

Lessee may, at its sole cost and expense, in its own name(s), dispute and contest the Taxes for which Lessee is responsible by the terms herein by appropriate proceedings diligently conducted in good faith. The contest of taxes pursuant to this provision shall not excuse the payment of any taxes due and owing and which are the responsibility of Lessee under the terms of this Lease.

5. UTILITIES. Lessee shall be responsible for arranging and paying for all utility services required in and to the Leased Premises. Such utility services shall include but not limited to electricity, gas, water, wastewater, telephone, IT communication services, alarm monitoring systems, television, sewer charges, and trash collection. Lessee further agrees to pay all connection fees, service fees, usage fees, and all other costs and fees for all utilities to the Leased Premises. Lessee must, at a minimum, keep the following utilities on at all times during any term of this Lease (to the extent they are available at the Leased Premises): gas; electricity; water; wastewater/sewer; and garbage services and collection. If the Lessee fails to keep said utilities on during any term of this Lease, Lessee shall be deemed to be in default of this Lease.

6. INDEMNIFICATION AND INSURANCE.

A. Indemnification of Lessor. LESSEE AGREES TO INDEMNIFY AND HOLD HARMLESS LESSOR AND THE LEASED PREMISES FROM ALL COSTS, LOSSES, DAMAGES, LIABILITIES, EXPENSES, PENALTIES, AND FINES WHATSOEVER THAT MAY ARISE FROM OR BE CLAIMED AGAINST LESSOR AND/OR THE LEASED PREMISES BY ANY PERSON OR PERSONS FOR ANY INJURY TO PERSON OR PROPERTY OR DAMAGE OF WHATEVER KIND OR CHARACTER ARISING FROM THE USE OR OCCUPANCY OF THE LEASED PREMISES BY LESSEE; FROM ANY NEGLIGENCE OR FAULT OF LESSEE OR THE AGENTS, EMPLOYEES, GUESTS AND/OR INVITEES OF LESSEE IN USING AND OCCUPYING THE LEASED PREMISES; OR FROM ANY FAILURE BY LESSEE TO COMPLY AND CONFORM WITH ALL LAWS, STATUTES, ORDINANCES, AND REGULATIONS OF ANY GOVERNMENTAL BODY OR SUBDIVISION NOW OR HEREAFTER IN FORCE. IF ANY LAWSUIT OR PROCEEDING SHALL BE BROUGHT AGAINST LESSOR OR THE LEASED PREMISES ON ACCOUNT OF ANY ALLEGED VIOLATIONS OR FAILURE TO COMPLY AND CONFORM OR ON ACCOUNT OF ANY DAMAGE, OMISSION, NEGLIGENCE, OR USE OF THE LEASED PREMISES BY LESSEE, THE AGENTS, EMPLOYEES, GUESTS AND/OR INVITEES OF LESSEE, OR ANY OTHER PERSON ON THE LEASED PREMISES, LESSEE AGREES THAT LESSEE WILL DEFEND IT, PAY WHATEVER JUDGMENTS MAY BE RECOVERED AGAINST LESSOR OR AGAINST THE LEASED PREMISES ON ACCOUNT OF IT, AND PAY FOR ALL ATTORNEYS' FEES IN CONNECTION WITH IT, INCLUDING ATTORNEYS' FEES ON APPEAL.

B. Insurance. Landlord may, but shall not be obligated to, carry any type of insurance coverage on the Premises or any insurance coverage that would provide coverage to the Tenant for damages resulting from personal injuries and/or for property loss. Tenant acknowledges, however, that Tenant and Tenant's property will not be covered by any hazard insurance or other form of insurance that may be carried by Landlord. The Tenant assumes the risk of loss on all contents of the Leased Premises owned by the Tenant and/or personal injuries arises on the Leased Premises and Tenant hereby agrees to obtain any insurance coverage that Tenant desires or deems necessary in addition to the requirements below. Furthermore, any insurance obtained by Tenant shall be primary as to any other existing, valid, and collectible insurance Landlord may maintain. In order to insure the fulfillment of the above referenced indemnity provision, Lessee hereby agrees to maintain, at all times during any term of this Lease, at Lessee's sole cost, a comprehensive

commercial public general liability insurance policy protecting Lessor against all claims or demands that may arise or be claimed on account of Lessee's business use of the Leased Premises, in an amount of at least **ASK CHURCH FOR CURRENT POLICY LIMITS** (\$), per occurrence of accident and/or injury, for injuries to persons and damages to real and/or personal property. Said insurance shall be written by a company or companies acceptable to Lessor, authorized to engage in the business of general liability insurance in the state of Texas, and name Lessor as an additional insured. Furthermore, said insurance shall be primary as to any other existing, valid, and collectible insurance. Lessee shall deliver to Lessor annual certificates demonstrating that said insurance is paid up and copies of the insurance policies issued by the insurance companies.

Lessee acknowledges that Lessee's property will not be covered by any hazard insurance that may be carried by Lessor. The Lessee assumes the risk of loss on all contents of the Leased Premises owned by the Lessee, excluding the building structures and improvements owned by the Lessor.

Lessee shall, within Ten (10) calendar days from the execution of this Lease or otherwise upon request from Lessor, obtain a certified statement by each insurance carrier containing a clause providing that the insurance carrier will give Lessor Thirty (30) days' written notice before any cancellation shall be effective.

7. SUBORDINATION. This Lease and all rights of Lessee under it are and shall be subject to and subordinate to the rights of any mortgage holder or security interest holder now or hereafter having a security interest in the Leased Premises or any other encumbrances Lessor desires to place on the Leased Premises.

8. LESSEE'S COVENANTS. Lessee further covenants and agrees as follows:

A. To pay the rent and provide the consideration for the Lease as it is set out herein; to use the Leased Premises in a legal, careful and proper manner solely for the express purpose(s) of religious worship, meeting, teaching and related activities, and for no other use unless expressly allowed and approved by Lessor in writing; to not permit or allow anyone to discharge any type of firearm, ammunition or explosive on the Leased Premises, to commit or permit no waste or damages to the Leased Premises; to conduct or permit no business or act that is a nuisance or may be in violation of any federal, state, or local law or ordinance; to surrender the Leased Premises on expiration or termination of this Lease in clean condition and good repair, normal wear and tear excepted, provided, however, that all alterations, additions, and improvements permanently attached and made by Lessee (excepting movable furniture, equipment, supplies, and inventory installed by Lessee) shall become and remain the property of Lessor on the termination of Lessee's occupancy of the Leased Premises.

B. To comply with the Rules and Regulations attached hereto.

C. To prohibit and refrain from engaging or in allowing any use of the Leased Premises that will increase Lessor's premiums for insurance on the building(s) without the express written consent of Lessor.

D. MAINTENANCE AND REPAIR. At Tenant's expense, Tenant shall keep and maintain the Premises and appurtenances in good sanitary condition during the term of this Lease and any extension of it. In particular, Tenant shall perform routine maintenance to keep the fixtures in the building structures or on or about the Premises in good order and

repair; keep the furnace and HVAC systems clean and in good working order; promptly dispose of all garbage in appropriate receptacles; supply and change heating and air conditioning filters; supply and change light bulbs and smoke detector batteries; promptly eliminate any dangerous condition on the Premises caused by Tenant or caused by Tenant's invitee's, agent, or visitor; take necessary precautions to prevent broken water pipes due to freezing; replace any lost or misplaced keys; pay any periodic, preventative, or additional extermination costs desired by Tenant; maintain and use reasonable diligence in maintaining the yard and landscape in or on the Premises, which shall include but not be limited to watering, mowing, fertilizing, trimming and controlling all lawn pests on all lawns, shrubbery, bushes, flowers, gardens, trees, rock or other landscaping and foliage on or encroaching on the Premises or any easement appurtenant to the Premises; and keep the walls free from dirt and debris.

E. Tenant shall make all repairs to the Premises and improvements thereon, other than structural building component or roof requires required to allow reasonable uses as identified above, which shall include but not be limited to the plumbing systems, cooking appliances, cooling system, heating system, sanitary systems, and other electric and gas fixtures which are required to keep the Premises in as good and commercially functional of a condition as existed upon entry, reasonable wear and tear excepted.

F. To make no alterations in or additions or improvements to the Leased Premises, install any equipment in or on the Leased Premises or maintain signs, other than existing as of the Commencement Date, advertising the Lessee on the Leased Premises without, in each case, obtaining the written consent of Lessor. If any alterations, additions, or

improvements in or to the Leased Premises are made necessary by reason of the special use and occupancy of the Leased Premises by Lessee and, provided that Lessor grants its prior written permission to Lessee regarding such alterations, additions or improvements, Lessee agrees that it will make all such alterations, additions, and improvements in or to the Leased Premises at its own expense and in compliance with all building codes, ordinances, and governmental regulations pertaining to such work, use, or occupancy. **In accordance with indemnification provision above, Lessee agrees that it will hold Lessor harmless against all expenses, liens, claims, and damages to either property or person that may or might arise because any repairs, alterations, additions, or improvements are made.**

G. To permit Lessor to enter, inspect, and make such repairs to the Leased Premises as Lessor may reasonably desire, at all reasonable times.

H. Lessee agrees that it is solely responsible for making, at its sole cost, any alterations, additions, or improvements to the Leased Premises that are mandated by any and all state, federal and local accessibility legal requirements (“accessibility alterations”). The allocation of responsibility to Lessee for compliance with accessibility legal requirements with respect to the Leased Premises is a material inducement for the parties to enter this Lease. The cost incurred on said accessibility alterations shall be borne solely by Lessee. Lessee must obtain the written consent of Lessor before making any type of accessibility alterations.

I. SECURITY DEVICES AND EXTERIOR DOOR LOCKS. The Texas Property Code requires that the Premises be equipped with certain types of locks and security

devices. Said Code will govern the rights and obligations of the parties regarding security devices. **All notices or requests by Tenant for re-keying, changing, installing, repairing, or replacing security devices must be made in writing to the Landlord. All additional security devices or additional re-keying or replacement of security devices desired by Tenant shall be paid by Tenant in advance and may only be installed by Landlord or Landlord's contractors after receiving a written request from Tenant.**

J. SMOKE DETECTORS. The Texas Property Code requires that the Premises be equipped with smoke detectors in certain locations. Said Code will govern the rights and obligations of the parties regarding smoke detectors. **All requests for additional installation, inspection or repair of smoke detectors must be made in writing by Tenant to Landlord. Disconnecting or intentionally damaging a smoke detector or removing a battery without immediately replacing it with a working battery may subject Tenant to civil penalties and liability for damages and attorney fees under the Texas Property Code.**

J. Lessee agrees that any and all minor children of guests or invitees of Lessee, who may be present on the Leased Premises from time to time, shall not be left unattended and shall be accompanied and supervised, at all times while on the Leased Premises, by such minor adult's and/or child's parent or legal guardian or otherwise licensed or responsible adult. Whether supervised or unsupervised by a parent or legal guardian, at no time shall such minor adults and/or children injure any person who may be present on the Leased Premises or otherwise damage the Leased Premises, any personal property situated on the Leased Premises, or any improvements situated thereon. In the event that such minor

adults and/or children damage or destroy the Leased Premises or any improvements situated thereon or otherwise injure such persons who may be present on the Leased Premises, **Lessee hereby agrees that Lessee, in accordance with the indemnification provision above, shall be solely liable for any and all damages and/or injuries caused by such minor adults and/or children.** Immediately upon demand by Lessor, Lessee shall repair, at Lessee's sole cost, any and all damages caused to the Leased Premises and/or any improvements situated thereon. In the event such minor adults and/or children cause injury to persons who are present on the Leased Premises, Lessee hereby agrees, in accordance with terms hereof, to be solely liable to such persons who are injured.

K. Lessee agrees that it is solely responsible for making, at its sole cost, any alterations, additions, or improvements to the Leased Premises which are mandated or otherwise may be required for the issuance of a certificate of occupancy from the local municipality or other governing body, if applicable. Furthermore, Lessee agrees that it is solely responsible, at its sole cost, for making all alterations, additions, or improvements necessary to the Leased Premises to cause the Leased Premises and its intended use to be in compliance with any laws, rules, ordinances, development codes or regulations of any applicable governmental authority, entity, or body, including, without limitation, the American's with Disabilities Act, the Federal Government, the local municipality, the County of Williamson, and the State of Texas. The allocation of responsibility to Lessee for compliance with said laws, rules, ordinances, development codes or regulations is a material inducement for the parties to enter into this Lease. The costs incurred in causing the Leased Premises and its intended use to be in compliance with said laws, rules,

ordinances, development codes or regulations shall be solely borne by Lessee.

9. LESSOR'S COVENANTS. Lessor covenants and agrees as follows:

A. To warrant and defend Lessee in the enjoyment and peaceful possession of the Leased Premises during the aforesaid term.

B. If the Leased Premises are destroyed or so damaged by fire, casualty, or other disaster that they become untenable, Lessor will have no obligation to render the Leased Premises tenantable by repairs. If the Leased Premises are not rendered tenantable after a casualty loss as described herein, Lessor will have the right to terminate this Lease by written notice to Lessee.

C. Other than the limitation for casualty or disaster loss as set out in Paragraph 9.B. above, Landlord shall make all repairs to the structural and roofing components of the building improvements on the Premises which may reasonably be required to allow continuation of the permitted uses as identified herein, and which are required to keep the Premises in as substantially similar good and commercially functional condition as existed upon entry, reasonable wear and tear excepted.

10. DEFAULTS BY LESSEE. In addition to the remedies specifically set forth herein and those available at law or in equity, if Lessee fails to perform or breaches any term, condition or agreement set forth in this Lease, and this failure or breach continues for Ten (10) days after a written notice specifying the required performance has been given to the Lessee, Lessor may:

A. Enforce specific performance causing the Lessee to strictly comply with and perform such term, condition or agreement; and in this event, the Lessee shall pay the

Lessor all expenses of the litigation, including reasonable attorneys' fees; or

B. institute action in a court of competent jurisdiction to terminate this Lease and sue for damages, and the Lessee shall pay the Lessor all expenses of the litigation, including reasonable attorneys' fees; or

C. may, but not be obligated to do so, enter the Leased Premises and perform Lessee's obligations for the account of and at the expense of Lessee. Bills for all amounts paid by Lessor and all losses, costs, and expenses incurred by Lessor in connection with such performance by Lessor pursuant to this clause, including without limitation, all amounts paid and costs and expenses incurred by Lessor for any property, material, labor or services provided, furnished, or rendered or caused to be provided, furnished or rendered, by Lessor to Lessee may be sent by Lessor to Lessee monthly or immediately, at Lessor's option, and shall be due and payable by Lessee to Lessor as Additional Rent within Five (5) days after same is sent to Lessee by Lessor; or

D. terminate this Lease, without liability, by written notice to Lessee, in which event, the term and tenancy hereby created shall terminate on the Tenth (10th) day after such notice is given (the "Termination Date") and Lessee shall within such Ten (10) day period vacate the Leased Premises and surrender them to Lessor in the state required under this Lease, with Lessor having the right to reenter and repossess the Leased Premises discharged of this Lease and to expel all occupants and to remove all property therefrom.

In addition to the remedies set forth herein and available at law, upon the occurrence of any default or breach, Lessor may enter and take possession of the Leased Premises by self-help,

by picking or changing locks if necessary, and may lock out Lessee or any other person who may be occupying the Leased Premises, until the default is cured, without being liable for damages.

11. DEFAULTS BY LESSOR. Defaults by Lessor are failing to comply with any provision, term, condition or agreement of this Lease within Thirty (30) days after written notice from Lessee. Lessee's sole remedy for Lessor's default is to terminate this Lease.

12. INSOLVENCY, BANKRUPTCY, ETC., OF LESSEE. If Lessee is declared insolvent or adjudicated a bankrupt; if Lessee makes an assignment for the benefit of creditors; if Lessee's leasehold interest is sold under execution or by a trustee in bankruptcy; or if a receiver is appointed for Lessee, Lessor, without prejudice to its rights hereunder and at its option, may terminate this Lease and retake possession of the Leased Premises immediately and without notice to Lessee or any assignee, transferee, trustee, or any other person or persons, using force if necessary.

13. LESSOR TO HAVE LIEN. Lessor will have a lien against all goods, equipment, furniture, and other personal property of Lessee brought, stored, or kept on the Leased Premises during any term of this Lease, in the aggregate amount of all rent, damages, and other sums that may at any time be owed by Lessee to Lessor under the Lease. In the event of any default by Lessee, Lessor may foreclose the lien in the same manner that a mortgage would be foreclosed and, in that event, Lessee shall be obligated for all court costs and reasonable attorneys' fees.

14. ELECTION BY LESSOR NOT EXCLUSIVE. The exercise by Lessor of any right or remedy to collect rent or enforce its rights under this Lease will not be a waiver or preclude the exercise of any other right or remedy afforded Lessor by this Lease or by statute or law. The failure of Lessor in one or more instances to insist on strict performance or observations of one or more of the covenants or conditions of this Lease or to exercise any remedy, privilege, or option

conferred by this Lease on or reserved to Lessor shall not operate or be construed as a relinquishment or future waiver of the covenant or condition or the right to enforce it or to exercise that remedy, privilege, or option; that right shall continue in full force and effect. The receipt by Lessor of rent or any other payment or part of payment required to be made by the Lessee shall not act to waive any other additional rent or payment then due. Even with the knowledge of the breach of any covenant or condition of this Lease, receipt will not operate as or be deemed to be a waiver of this breach, and no waiver by Lessor of any of the provisions of this Lease, or any of Lessor's rights, remedies, privileges, or options under this Lease, will be deemed to have been made unless made by Lessor in writing.

Lessee will not assign or sublet this Lease.

15. LIMITATIONS OF WARRANTIES. LESSEE ACKNOWLEDGES AND AGREES THAT, OTHER THAN AS MAY BE SPECIFICALLY SET FORTH HEREIN, LESSOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE LEASED PREMISES, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE LEASED PREMISES, (C) THE SUITABILITY OF THE LEASED PREMISES FOR ANY AND ALL ACTIVITIES AND USES WHICH LESSEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE LEASED PREMISES OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING, WITHOUT LIMITATION, THE AMERICANS WITH DISABILITIES ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, AND THE TEXAS ARCHITECTURAL BARRIERS ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE LEASED PREMISES, OR (F) ANY OTHER MATTER WITH RESPECT TO THE LEASED PREMISES, AND SPECIFICALLY THAT LESSOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE LEASED PREMISES, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND APPLICABLE STATE LAWS, AND REGULATIONS PROMULGATED THEREUNDER. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE LEASED PREMISES, LESSEE IS

RELYING SOLELY ON ITS OWN INVESTIGATION OF THE LEASED PREMISES AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY LESSOR. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE LEASED PREMISES WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT LESSOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION.

LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT THE LEASE OF THE LEASED PREMISES AS PROVIDED FOR HEREIN IS MADE ON AN **“AS IS, WHERE IS”** CONDITION AND BASIS **“WITH ALL FAULTS”**. LESSEE ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH WERE A MATERIAL FACTOR IN THE DETERMINATION OF THE AMOUNT OF THE RENT OF THE LEASED PREMISES. THE TERMS OF THIS PARAGRAPH WILL SURVIVE ANY TERMINATION OF THIS LEASE.

16. CONDEMNATION. If during any term of this Lease, all of the Leased Premises are taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right or eminent domain, or are sold to the condemning authority under threat of condemnation, this Lease will terminate, effective as of the date the condemning authority takes the Leased Premises. If only a part of the Leased Premises shall be so taken or sold, but the remainder of the Leased Premises is not tenantable, Lessor may terminate this Lease at any time within Forty-Five (45) days following such taking or sale without liability to the Lessee. Any and all payments made for or arising from any such taking or for damages to the Leased Premises resulting therefrom shall belong and be payable entirely to Lessor.

17. LESSOR’S LEASE ADMINISTRATOR AND PROPERTY MANAGER. The Director of Facilities for the City of Round Rock (or as otherwise designated by Lessor), shall serve as the Lessor’s lease administrator and property manager. The said lease administrator and property manager shall also serve as liaison between the Round Rock City Council/City Manager and the Lessee.

Lessor’s lease administrator and property manager contact information is as follows:

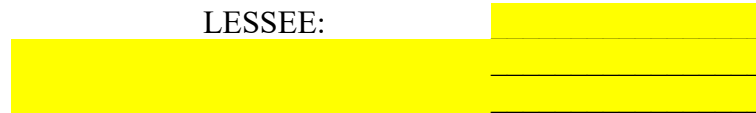
Williamson County Facilities

3101 S. E. Inner Loop
Georgetown, Texas 78626
Daytime Phone: (512) 943-1599
After Hours Phone: (512) 943-1389 or
(512) 943-1390
Fax: (512) 930-3313
Email: facilities@wilco.org

18. NOTICES. Any notice to be given hereunder shall be in writing and may be affected by personal delivery or in writing by certified mail, return receipt requested, addressed to the proper party, at the following addresses:

LESSOR: Williamson County Judge Bill Gravell (or successor)
710 South Main, Ste. 101
Georgetown, Texas 78626

LESSEE:



Notices to Lessee may also be mailed or delivered to the Leased Premises and proof of mailing or posting of those notices to the Leased Premises will be deemed the equivalent of personal service on Lessee.

19. GENDER, NUMBER AND HEADINGS. Words of any gender used in this Lease Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Lease. The captions and paragraphs or letters appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of the sections or articles of this Lease or affect this Lease in any way.

20. PLACE OF PERFORMANCE. This Lease shall be interpreted according to the laws of the State of Texas and shall be performed in Williamson County, Texas, and exclusive jurisdiction and venue shall lie in Williamson County, Texas.

21. TERMS INCLUSIVE. As used herein, the terms "Lessor" and "Lessee" include the plural whenever the context requires or admits.

22. SEVERABILITY. If any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Lease will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Lease is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Lease and be deemed to be validated and enforceable.

23. GOVERNMENTAL IMMUNITY. Nothing in this Lease shall be deemed to waive, modify or amend any legal defense available at law or in equity to Lessor nor to create any legal rights or claim on behalf of any third party. Lessor does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

24. ASSIGNMENT. Lessee may not assign, in whole or in part, any interest it may have in this Lease.

25. NO INDEMNIFICATION BY LESSOR. Lessee acknowledges and agrees that Lessor,

as a home rule city in the State of Texas, under the Constitution and the laws of the State of Texas, cannot enter into an agreement whereby it agrees to indemnify or hold harmless any other party, including but not limited to Lessee; therefore, all references of any kind, if any, to Lessor indemnifying, holding or saving harmless any other party, including but not limited to Lessee, for any reason whatsoever are hereby deemed void and deleted.

26. ENTIRE AGREEMENT. This Lease and its addenda, if any, sets forth all the promises, agreements, conditions, and understandings between Lessor and Lessee relative to the Leased Premises and supersedes any prior understandings or written or oral agreements between the parties with respect to the to the Leased Premises. There are no other promises, agreements, conditions, or understandings, either oral or written, between them. No subsequent alteration, amendment, change, or addition to this Lease will be binding on Lessor or Lessee unless in writing and signed by them and made a part of this Lease by direct reference.

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Lease to be effective as of the date of the last party's execution below.

Signed, sealed, and delivered in our presence as:

LESSOR:

WILLIAMSON COUNTY, TEXAS

By: _____

Printed Name: _____

Representative
Capacity: _____

Date: _____, 2020

LESSEE:

**THE BRIDGE COMMUNITY CHURCH OF THE
ASSEMBLIES OF GOD**

By: _____

Printed Name: _____

Representative
Capacity: _____

Date: _____, 2020

RULES AND REGULATIONS FOR COMMERCIAL USE AREAS OF LEASED PREMISES

2. Lessee shall not mark, drive nails, screw or drill into, paint or in any way deface the exterior walls, roof, foundations, bearing walls or pillars of the Leased Premises without prior written consent from Lessor. Lessee shall keep all sidewalk areas in, on and around the Leased Premises clean and free of debris. Lessee shall reimburse Lessor for the expense of cleaning or repairing any breakage, stoppage or damage resulting from a violation of this rule.

Other than any items existing as of the Commencement Date, no awning or shade shall be affixed or installed over or in the show windows or the exterior of the Leased Premises.

4. No boring or cutting for wires shall be allowed, except with Lessor's prior written approval.

5. Lessee shall not do anything in the Leased Premises, or bring or keep anything therein other than directly related to the uses expressly permitted in the Lease, which will in any way increase or tend to increase the risk of fire or the rate of fire insurance or which shall conflict with the regulations of the local fire department or other local or state laws, or with any insurance policy on the Leased Premises or any part thereof, or with any rules or regulations established by any administrative body or official having jurisdiction.

6. Lessee shall not use any machinery in the Leased Premises (regardless whether Lessor approved its installation) which may cause any unreasonable noise, vibration, or tremor to the floors or walls, or which by its weight might injure the floors of the Leased Premises.

7. Lessor may limit weight, size and position of all safes, fixtures, and other equipment used in the Leased Premises.

8. Lessee nor Lessee's officers, agents and employees shall make or permit any loud, unusual or improper noises or interfere in any way with other lessees or adjacent property owners, , nor bring into nor keep within the Leased Premises any animal or bird (except for animals assisting handicapped persons), or any bicycle or other vehicle.

9. Unless expressly authorized in the Lease, Lessee shall have no right to place an antenna on the roof or exterior walls of the Leased Premises. Lessee is not allowed on the roof nor may Lessee place any material on, pierce, damage, add vents or other devices, or remove any part of the roof, at any time. The only persons allowed on the roof shall be those licensed and insured maintenance contractors which have received prior approval from Lessor.

10. All garbage, including wet garbage, refuse or trash, shall be placed by Lessee in the receptacles near the Leased Premises provided for that purpose.

11. Lessee shall not permit any chemicals, trash or other foreign materials to be deposited or disposed of in the Leased Premises except that trash which legally may be sent to the municipal or county landfill may be placed in the receptacles provided on the Leased Premises by Lessee. Hazardous chemicals are not prohibited on the Property.

12. Lessee, at Lessee's cost, shall service the Leased Premises on not less than on a quarterly basis to prevent the development of pests, roaches, rodents, ants, spiders, or etc.

14. Lessee shall cooperate with any security regulations issued by Lessor from time to time, and shall comply with instructions and/or directions of Lessor's duly authorized personnel for the protection of the Leased Premises.

15. No waiver of any rule or regulation by Lessor or Lessor's agent shall have any effect unless expressed in writing and signed by Lessor or its authorized agent.

17. Lessor reserves the right at any time to reasonably change or rescind any one or more of these rules or regulations or to make such other and further reasonable rules and regulations as in Lessor's judgment may from time to time be necessary for the management, safety, care and cleanliness of the Leased Premises, and for the preservation of good order therein, as well as for the convenience of lessees of premises adjoining the Leased Premises. Lessor shall not be responsible to Lessee or any other person for the non-observance or violation of the rules and regulations by any other Lessee or other person. Lessee shall be deemed to have read these rules and to have agreed to abide by them as a condition to its occupancy of the space herein leased.

18. In the event of any conflict between these rules and regulations or any further or modified rules and regulations from time to time issued by Lessor and the Lease provisions, the Lease provisions shall prevail.

EXHIBIT "C"

TEMPORARY ACCESS EASEMENT AGREEMENT

Southeast Loop/A-1 Corridor

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

A. WILLIAMSON COUNTY, TEXAS ("Grantor"), whose mailing address is 710 Main Street, Suite 101, Georgetown, Texas 78626, is the owner of those certain tracts of land containing approximately 8.52 acres in Williamson County, Texas, (the County Tract") and being more particularly described on Exhibits "A-B" attached hereto and incorporated herein for all purposes. The County Tract was acquired by Grantor in part for the purposes of constructing portions of the proposed Southeast Loop public roadway improvements at some point in the future ("SE Loop Project").

B. THE BRIDGE COMMUNITY CHURCH OF THE ASSEMBLIES OF GOD, formerly known as Central Assembly of God, a Texas non-profit corporation (collectively "Grantee"), whose mailing address is 747 CR 138, Hutto, Texas 78634, is the owner of that certain tract of land totaling approximately 13.93 acres in Williamson County, Texas, (the Bridge Tract") and being more particularly described on Exhibit "C" attached hereto and incorporated herein for all purposes.

C. As of the date of execution of this instrument, Grantee has plans to develop and relocate its worship operational use from the County Tract to the Bridge Tract. Currently access to the Bridge Tract is provided along and from the existing CR 138 roadway facility at the southern boundary of the County Tract. After construction of the SE Loop Project, access to the Bridge Tract will be provided along the new roadway facility constructed upon portions of the County Tract. Currently the specific dates by which Grantor will complete construction of the SE Loop Project, and by which Grantee will complete development of the Bridge Tract, are undetermined, and so the sole point of available legal access the Bridge Tract is from CR 138. Grantor wishes to ensure interim legal access to the Bridge Tract until such alternate public roadway access to the SE Loop Project is constructed.

In consideration of the foregoing, Grantor by this instrument ESTABLISHES, GRANTS and CONVEYS to Grantee, its successors and assigns, for the benefit of the Bridge Tract, a temporary easement appurtenant in, upon, over, through and across a fifty (50) foot wide portion of the County Tract identified as "Temporary Access" and as shown on Exhibit "D" attached hereto and incorporated herein (the "Easement Area") for the purposes ("Access Purposes") of (a) free and uninterrupted vehicular and pedestrian ingress and egress between the Bridge Tract and CR 138 along any existing driveway or parking aisle improvements; and (b) the temporary placement, construction, installation, operation, inspection, maintenance, replacement, upgrade, relocation, realignment, removal and repair of driveway and appurtenant drainage improvements serving the Bridge Tract.

Any temporary driveway improvements constructed by Grantee in the Easement Area as authorized herein shall be of an all-weather surface and of sufficient size and capacity to support emergency vehicle access at all times during use of the Easement Area and as approved by Grantor,

which approval shall not be unreasonably withheld. The cost of initial construction and continuing maintenance of any additional temporary improvements within the Easement Area for the purposes set out herein shall be the sole responsibility of Grantee. The cost of removal and reconnection of any temporary improvements within the Easement Area which is required for construction of connection to the SE Loop Project shall be the responsibility of Grantor.

The Easement is non-exclusive, and Grantor may at any time dedicate or grant fee simple interests or permanent easements in and to the Easement Area or any portion thereof to a governmental authority or utility service provider, or by recording one or more easements or right-of-way dedications so granting or dedicating the Easement Area or portions thereof (collectively, "Dedictory Instruments"); provided, however, that Grantor will not use the Easement Area in any manner or grant any easement or inconsistent right on or over the Easement Area that interferes or is inconsistent with or prevents the use of the Easement for Access Purposes to a public roadway until such time as Grantor completes construction of the proposed SE Loop Project.

Grantor specifically retains the right to begin construction of the proposed SE Loop Project facilities upon the County Tract and the Easement Area at any time in its sole discretion after execution of this Easement, and shall provide written notice of such intent to construct to Grantee at the address identified herein, or to the address of any succeeding owner as identified in the Official Public Records or the Williamson Central Appraisal District.

TERMINATION: The Easement will automatically terminate in its entirety and be of no further force or effect as to the Easement Area on the first date public roadway facilities constructed by Grantor provide legal access to and from the Bridge Tract and the proposed SE Loop Project, at which time such access shall convert to a driveway permit which is governed by any applicable rules of Grantor or other regulatory authority with jurisdiction over the Bridge Tract. Such public access need not be wholly over and across the Easement Area, so long as access exists from the Bridge Tract to a publicly dedicated and constructed roadway facility. Once this condition is met and upon request by Grantor, the parties agree to execute a document acknowledging termination of the Easement which is suitable for recording in the Official Records of Williamson County, Texas.

In further consideration for grant of this Easement, Grantee agrees to release, indemnify and hold harmless the Grantor from, and assumes entire responsibility and liability for, any claims or actions based on or arising out of injuries, including death, to persons or damages to or destruction of property, sustained or alleged to have been sustained in connection with or to have arisen out of or incidental to access to or use of the Easement Area for the Access Purposes by Grantee, its agents and employees, its subcontractors, their agents and employees and any guests, licensees or invitees.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed to be effective as of this _____ day of _____, 2020.

[signature pages follow]

GRANTOR:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Acknowledgment

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the ____ day of _____, 2020, by Bill Gravell, Jr., County Judge of Williamson County, Texas, in the capacity and for the purposes and consideration recited herein.

Notary Public, State of Texas

GRANTEE:

THE BRIDGE COMMUNITY CHURCH OF THE ASSEMBLIES OF GOD,
f/k/a Central Assembly of God, at Texas non-profit corporation

By: _____

Name: _____

Its: _____

Acknowledgment

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2020, by _____, in the capacity and for the purposes and consideration recited herein.

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

EXHIBIT “C”
Bridge Tract

All of that certain 73.35 acre tract of land conveyed to the Central Assembly of God (now known as The Bridge Community Church of the Assemblies of God) by deed filed for record under Document No. 2007040774 of the Official Records of Williamson County, Texas;

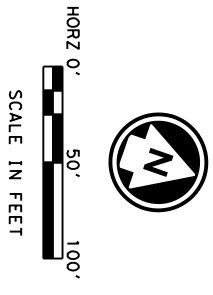
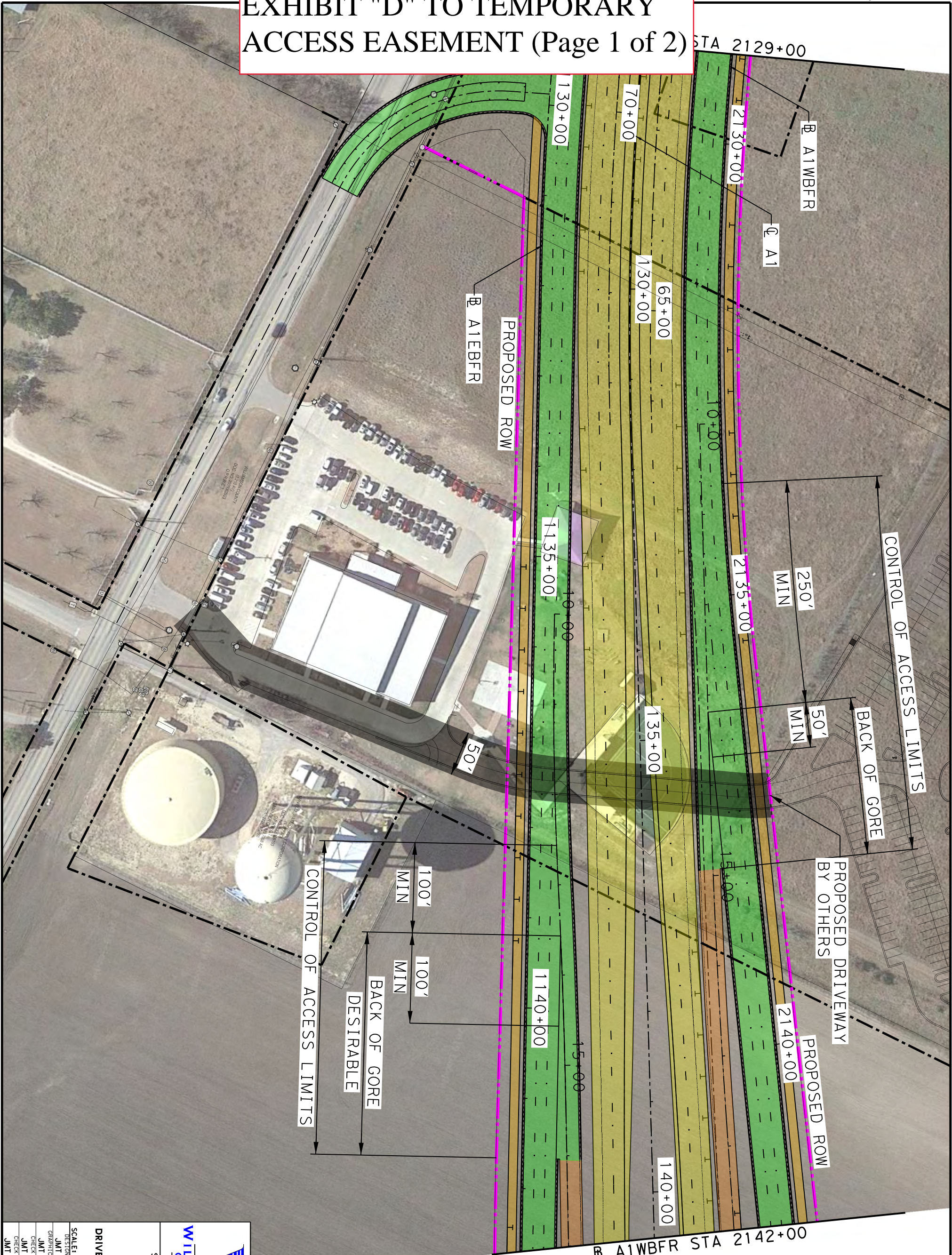
SAVE AND EXCEPT THE FOLLOWING:

All of that certain 49.950 acres, more or less, being a tract of land situated in the John Kelsey Survey, Abstract No. 377, conveyed by General Warranty Deed with Vendor’s Lien dated September 30, 2019, from The Bridge Community Church of the Assemblies of God, formerly known as Central Assembly of God, a Texas non-profit corporation to P4 Hutto Partners, LLC, a Texas limited liability company, filed for record under Document No. 2019093769; and

All of that certain _____ acre (_____ Sq. Ft.) tract of land in the John Kelsey Survey, Abstract No.377, Williamson County, Texas; being more fully described by metes and bounds in Exhibit “A”, attached hereto and incorporated herein (**Parcel 22**); and

All of that certain _____ acre (_____ Sq. Ft.) tract of land in the John Kelsey Survey, Abstract No.377, Williamson County, Texas; being more fully described by metes and bounds in Exhibit “B”, attached hereto and incorporated herein (**Parcel 22R**)



EXHIBIT "D" TO TEMPORARY
ACCESS EASEMENT (Page 1 of 2)



- LEGEND**
- PROPOSED MAINLINES
 - PROPOSED FRONTAGE ROAD
 - PROPOSED BRIDGE
 - PROPOSED RAMP
 - PROPOSED SHARED USE PATH
 - TEMPORARY ACCESS
 - PROPERTY LINE
 - PROPOSED ROW LINE
 - PROPOSED RETAINING WALL

PRELIMINARY
FOR REVIEW ONLY
NOT FOR CONSTRUCTION, BIDDING,
OR PERMIT PURPOSES

JMT
TBE FIRM REG. NO. F-16341
ENGINEER MICHAEL CURL
P.E. NO. 126986 DATE 6/8/2020



WILLIAMSON
COUNTY
TBE FIRM REG. NO. F-16341

SOUTHEAST LOOP FROM SH 130 TO US 79

**SOUTHEAST LOOP
BRIDGE COMMUNITY CHURCH
DRIVEWAY LOCATION & TEMPORARY ACCESS**

SCALE: 1" = 100' H

DESIGN	TECHNOLOGICAL	FEDERAL AID PROJECT NO.	SHEET NO.
JMT	6		A1
GRAPHICS			
JMT	STATE	DISTRICT	COUNTY
CHECK	TEXAS	AUS	WILLIAMSON
JMT			
CHECK	CONTROL	SECTION	JOB
JMT			1

SHEET 1 OF 1

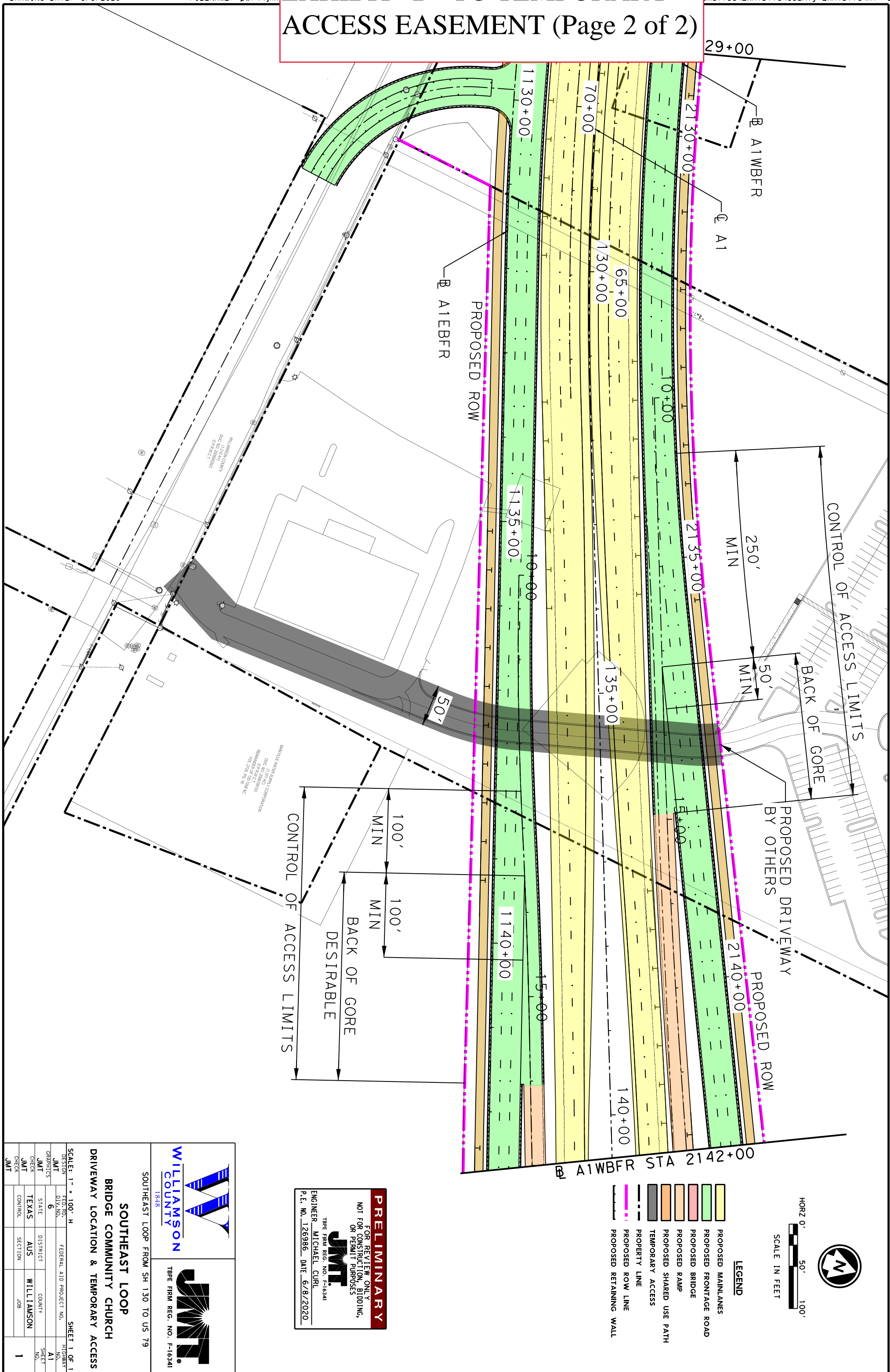


EXHIBIT "D"

Parcel 22/22R

SPECIAL WARRANTY DEED Southeast Loop (Corridor A1) Right of Way

THE STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That THE BRIDGE COMMUNITY CHURCH OF THE ASSEMBLIES OF GOD, formerly known as Central Assembly of God, a Texas non-profit corporation, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto WILLIAMSON COUNTY, TEXAS, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

Tract 1: All of that certain _____ acre (_____ Sq. Ft.) tract of land in the John Kelsey Survey, Abstract No.377, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 22**); and

Tract 2: All of that certain _____ acre (_____ Sq. Ft.) tract of land in the John Kelsey Survey, Abstract No.377, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (**Parcel 22R**)

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property described in Exhibit "A", to wit: SPECIAL NEEDS ADAPTIVE BALLFIELD, CANOPY COVER AND PLAYGROUND EQUIPMENT

Grantor covenants and agrees to remove the Retained Improvements from the Property by **December 31, 2020**, subject to such extensions of time as may be allowed by Grantee in writing. In the event Grantor fails, for any reason, to remove the Retained Improvements within the time prescribed, then, without further consideration, title to all or part of such Retained Improvements not so removed shall pass to and vest in Grantee, its successors and assigns, forever.

Access on and off Grantor's remaining property to and from the proposed roadway facility of Grantee from the abutting remainder property shall be permitted except to the extent that such access is expressly prohibited by the provisions and in the locations of the Access Denial Line set out in Exhibit "A". Grantor acknowledges that such access on and off the County roadway facility is subject to regulation as may be determined by Grantee to be necessary in the interest of public safety or by applicable local municipal or county zoning, platting or permitting requirements.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the portion of the Property conveyed in Exhibit "A", but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Southeast Loop/Corridor A1.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person

whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise.

This deed is being delivered in lieu of condemnation with respect to the portion of the Property described in Exhibit "A".

GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, CONTRACTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH PURCHASER MAY CONDUCT THEREON, (C) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING, WITHOUT LIMITATION, THE AMERICANS WITH DISABILITIES ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, AND THE TEXAS ARCHITECTURAL BARRIERS ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, OR (F) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE PROPERTY, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND APPLICABLE STATE LAWS, AND REGULATIONS PROMULGATED THEREUNDER. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, GRANTEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY GRANTOR. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT GRANTOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS" CONDITION AND BASIS "WITH ALL FAULTS." GRANTEE ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH WERE A MATERIAL FACTOR IN THE DETERMINATION OF THE PURCHASE PRICE OF THE PROPERTY.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2020.

GRANTOR:

THE BRIDGE COMMUNITY CHURCH OF THE ASSEMBLIES OF GOD,
formerly known as Central Assembly of God, a Texas non-profit corporation

By: _____

Name: _____

Its: _____

ACKNOWLEDGMENT

STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____,
2020 by _____, in the capacity and for the purposes and consideration
recited therein.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session**14.****Meeting Date:** 07/28/2020

Advertising Authorization fo Adoption of FY 21 County Budget

Submitted By: Ashlie Koenig, Budget Office**Department:** Budget Office**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Consider authorizing advertising and setting a date for the public hearing on the 2020-2021 county budget for Tuesday, August 25th, 2020, at 10:00 AM.

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: Ashlie Koenig

Final Approval Date: 07/21/2020

Reviewed By

Andrea Schiele

Date

07/21/2020 08:35 AM

Started On: 07/20/2020 10:57 AM

Commissioners Court - Regular Session**16.****Meeting Date:** 07/28/2020

2021 Budget

Submitted For: Russ Boles**Submitted By:** Michael
Cooper,
Commissioner
Pct. #4**Department:** Commissioner Pct. #4**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss funding for FY 2021 department budgets.

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: Michael Cooper

Final Approval Date: 07/23/2020

Reviewed By

Andrea Schiele

Date

07/23/2020 07:53 AM

Started On: 07/22/2020 02:58 PM

Commissioners Court - Regular Session

17.

Meeting Date: 07/28/2020

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: 07/23/2020

Reviewed By

Andrea Schiele

Date

07/23/2020 10:03 AM

Started On: 07/23/2020 09:47 AM

Commissioners Court - Regular Session**18.****Meeting Date:** 07/28/2020

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
- l) Project Long Haul

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: 07/23/2020

Reviewed By

Andrea Schiele

Date

07/23/2020 10:04 AM

Started On: 07/23/2020 09:47 AM