
**WILLIAMSON COUNTY COMMUNITY RECREATION
FACILITY FUND
FUNDING AGREEMENT
BETWEEN
WILLIAMSON COUNTY, TEXAS
AND
AMERICAN LEGION GRAHAM D. LUHN POST 39**

This Williamson County Community Recreation Facility Fund Funding Agreement (the “Agreement”) is entered into by and between Williamson County, Texas, a political subdivision of the State of Texas (“Williamson County” or “County”), and the American Legion Graham D. Luhn Post 39 (“American Legion”).

WITNESSETH

WHEREAS, Williamson County has an interest in supporting the efficient and effective administration of the public health and safety, including but not limited to promoting recreational facilities;

WHEREAS, American Legion has an interest in supporting the provision of community recreational facilities, including proposed renovations on the American Legion Hall located in Murphy Park, Taylor, Texas (“Facility”);

WHEREAS, Williamson County believes that it is in the public interest to enter into this Agreement with American Legion;

WHEREAS, Williamson County has available Community Recreation Facility Funds, and such funds are intended to be used for public health and safety obligations of Williamson County.

NOW, THEREFORE, THE PARTIES agree as follows:

1. Public Purpose and Public Benefit. American Legion will operate as an independent contractor in Williamson County, Texas to perform or otherwise procure independent contract labor to commence construction renovations on the Facility and shall use the funding paid hereunder for the payment of a portion of the items of the Project Budget, which is attached hereto as **Exhibit “A”** and is incorporated herein by reference, in relation to the below described construction services and to achieve the broad goals outlined in this Agreement. American

Legion hereby agrees and acknowledges that Williamson County will not be obligated to perform or provide any construction services, labor or supplies and that Williamson County's only obligation hereunder is to provide funding pursuant to the terms of this Agreement.

American Legion shall strictly comply with the Williamson County Community Recreational Facility Fund Policy, hereinafter referred to as the Policy, which attached hereto as **Exhibit "B"** and is incorporated herein by reference. American Legion acknowledges that it has expressly agreed to the terms and conditions set forth in the Policy, as evidenced in **Exhibit "C"**, which is also incorporated herein by reference. Williamson County reserves the right and discretion to determine applicable provisions where there is any conflict between this Agreement and the Policy.

2. Reports/Payment. American Legion shall provide to Williamson County quarterly and annual financial reports in a form agreed upon by Williamson County. The American Legion shall cooperate with inspections by the Williamson County Facilities Director and audits that Williamson County or the auditor on behalf of Williamson County may make to ensure service standards and fiscal responsibility.

In return, Williamson County agrees to pay American Legion **\$100,000.00** from the Williamson County Community Recreation Facility Fund to help defray the cost of portions of the work for American Legion's renovation project, which shall be payable in two (2) draws as follows:

Initial Draw:	\$50,000.00 upon signing of Agreement by both parties
Final Draw:	\$50,000.00 upon one hundred percent (100%) completion of the project.

3. Reimbursement of Funds. Despite the agreed upon method of payment set forth above, American Legion agrees to return to Williamson County all funds distributed to American Legion if (a.) American Legion's project progress is insufficient; (b.) this Agreement is terminated for any reason; (c.) American Legion fails in any other respect under this Agreement; (d.) American Legion violates any provision of the Policy; (e.) American Legion changes the use of the Facility in such a way that, in Williamson County's opinion, the Facility no longer serves a public purpose; (f.) American Legion conveys, leases or otherwise transfers its interest in the Facility to another entity without the prior written consent of Williamson County, which such consent shall not be unreasonably withheld provided the successor entity continues to use the Facility for a public purpose consistent with the terms of the Policy and the spirit of this Agreement; or (g.) American Legion uses the funding provided hereunder for purposes other than the items notated in the attached Project Budget (Exhibit "A").

4. Records. American Legion shall keep sufficient records of all of its expenditures in connection with services rendered pursuant to this Agreement and the Williamson County

Facilities Director and Williamson County or the auditor on behalf of the Williamson County shall have the right to inspect such records at all reasonable times. American Legion further agrees that Williamson County's auditors shall have the right to audit American Legion records on an annual basis along with their regular review of records in a manner and form to be agreed upon by Williamson County and American Legion.

American Legion further agrees Williamson County or the Williamson County Auditor, on behalf of the Williamson County, shall, until the expiration of three (3) years after the disbursement of the last amount of funds is tendered under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of American Legion relating to the renovation project for the purposes of making audits, examinations, excerpts, and transcriptions. American Legion agrees that Williamson County shall have access during normal working hours to all necessary American Legion facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. Williamson County shall give American Legion reasonable advance notice of intended audits.

5. Independent Contractor/Indemnity. It is understood and agreed that American Legion is not and shall not in any sense be considered an employee, partner or joint venturer with Williamson County, additionally neither shall American Legion be considered or in any manner hold itself out as an agent or official representative of Williamson County. American Legion shall be considered an independent contractor for purposes of this Agreement and shall in no manner incur any expenses or liability on behalf of Williamson County.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, AMERICAN LEGION SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF COUNTY'S CHOOSING), AND HOLD HARMLESS COUNTY, AND COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF AMERICAN LEGION, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE PROJECT SITE OR IN CONNECTION WITH THE PERFORMANCE OF ANY WORK ASSOCIATED WITH THIS AGREEMENT. AMERICAN LEGION HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, AMERICAN LEGION SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF COUNTY'S CHOOSING), AND HOLD HARMLESS COUNTY, AND COUNTY'S EMPLOYEES, AGENTS,

REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR ANY WORK ASSOCIATED WITH THIS AGREEMENT, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF AMERICAN LEGION OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

6. Compliance with All Laws. American Legion and Williamson County each agree, in connection with the services or any related items to the subject matter of this Agreement, to comply with any and all local, state or federal requirements.

7. Notice. Any notice required to be given under the terms of this Agreement shall be effective if and when given in writing and mailed by certified mail to the addresses listed below or subsequently provided in writing:

Williamson County:

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

American Legion Post 39:

Attn: Scott Dean, Commander
P.O. Box 727
Taylor, Texas 76574

GENERAL COUNSEL:

Williamson County Commissioners Court
Office of General Counsel
401 W. 6th Street
Georgetown, Texas 78626

8. No Assignment. This Agreement may not be assigned.

9. Termination. Notwithstanding the agreed upon term, this Agreement may be terminated upon the occurrence of any of the following:

- a. the termination of the existence of American Legion;
- b. the insolvency of American Legion, the filing of a petition in bankruptcy either by or against American Legion, or an assignment by American Legion for the benefit of creditors;
- c. the breach by American Legion of any of the terms of this Agreement and the continuation of such breach for a period of ten (10) days after written notice is given by Williamson County to American Legion of such breach.
- d. upon Williamson County's sole discretion with or without cause by providing thirty (30) days written notice.

10. Term. The stated term of this Agreement shall be until the sooner of completion of the project or **January 31, 2026**, whichever occurs first, but with on-going contractual obligations by American Legion extending beyond the termination date.

11. Employees. The parties covenant and agree that each party will pay its own salaries, and all Social Security taxes, Federal and State Unemployment Insurance, Worker's Compensation Insurance and any similar taxes or expenses related to its own employees, including, but not limited to, license fees, insurance premiums and outfitting expenses. The Parties shall be responsible for complying with all Federal, State and Local laws, ordinances and regulations regarding its own employees.

12. Venue & Applicable Law. Venue of this Agreement shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

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

14. Mediation. The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Agreement.

EXECUTED to be effective as of the date of the last party's execution below.

For Williamson County, Texas:

By: _____

Title: As Presiding Officer of the
Williamson County Commissioners Court

Date: _____, 2025

For American Legion Graham D. Luhn Post 39:

By: _____

Title: _____

Date: _____, 2025

EXHIBIT "A"

PROJECT DESCRIPTION AND PROJECT BUDGET



**American Legion Graham D. Luhn Post 39
P.O. Box 727
Taylor, TX 76574**

On behalf of American Legion Post 39, I am writing to respectfully request the support of the Williamson County Commissioners Court in the amount of \$100,000 to help restore and preserve our historic Legion Hall, ensuring its continued role as a vital resource for the veterans of Williamson County.

The American Legion Hall in Murphy Park has long served as a community recreational and service facility primarily dedicated to veterans and veteran-related public programs, rather than for private or commercial use. Our mission is to serve the veterans of Williamson County and their families through programs that promote rehabilitation, community service, and continued civic engagement.

Historically and moving forward, the facility has hosted and will host the following veteran-focused and community-benefit activities:

- Veteran Peer Support & Recovery Programs – Alcoholics Anonymous and Narcotics Anonymous meetings specifically designed for veterans in recovery.
- Educational and Youth Programs – Registration and coordination site for charity 5K races that raise funds for Boys State, Girls State, and scholarships supporting post-secondary education and vocational training for veterans and youth.
- Disaster Relief Training and Fundraising – Planned training and fundraising events for Team Rubicon, a veteran-led organization that mobilizes volunteers for disaster response, cleanup, and rebuilding efforts.
- Veteran Wellness and Mental Health Initiatives – Planned hosting location for Patrol Base Abbate, which provides veterans a space to form community, improve mental health, and rediscover purpose as a preventative measure against veteran suicide.
- Veteran Service Assistance and Outreach – Claims assistance, benefits navigation, and outreach coordination supporting veterans across Williamson County in conjunction with Williamson County Veterans Services.

While the Hall may occasionally host private gatherings, its primary use has always been for public and community purposes focused on veterans and their families. No commercial business activity or for-profit operations are or have been conducted by Post 39 at the facility.

Our historic Hall, located in Murphy Park in Taylor, serves as the hub for these programs. Unfortunately, we have been unable to provide these services at the Legion Hall since before Covid as the building now requires significant refurbishment to remain safe, accessible, and functional for the veterans who rely on it. We have been able to maintain most of our services to veterans using volunteer locations including members' homes.

1310 Sycamore St.

(512) 713-4543

www.facebook.com/grahamdluhn/



**American Legion Graham D. Luhn Post 39
P.O. Box 727
Taylor, TX 76574**

A contribution of \$100,000 from Williamson County will directly support this restoration and go directly towards construction costs. This will ensure that Post 39 continues to provide vital services to the men and women who have honorably served our nation. This investment will allow us to expand our reach and strengthen the support network available to veterans across the County.

We are proud to carry forward the American Legion's mission of "Veterans Strengthening America." With your partnership, we can preserve this cornerstone of veteran support and ensure that the needs of Williamson County veterans are met for generations to come. Thank you for your leadership and your unwavering commitment to the veterans of Williamson County. I welcome the opportunity to meet with you to discuss this request further.

V/r,

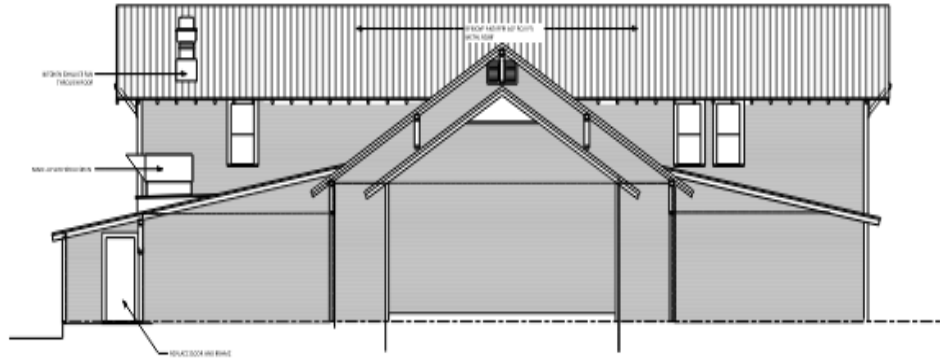
Scott Dean
Commander
American Legion Graham D. Luhn Post 39
Department of Texas
512-713-4543

West and North Elevations:

EXTERIOR ELEVATIONS

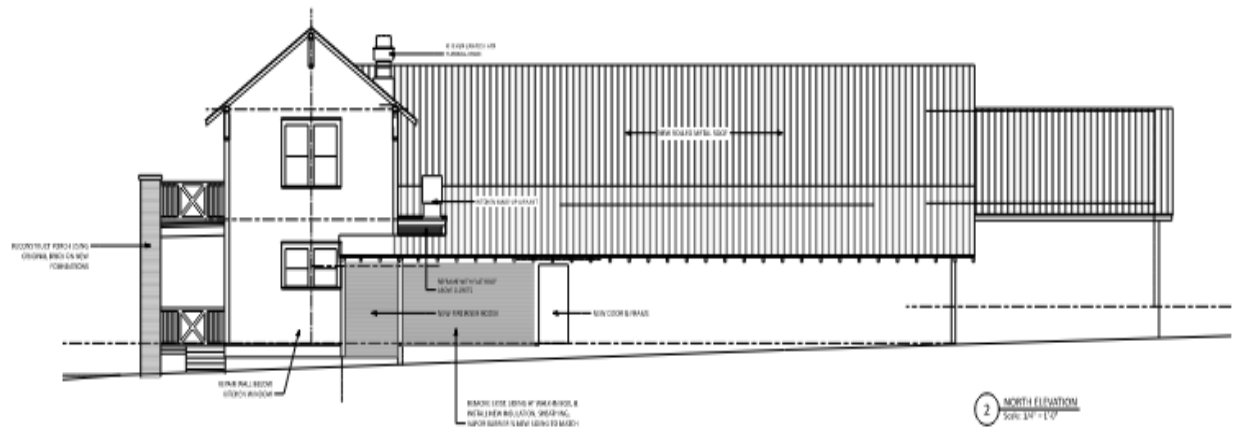
SCOPE OF WORK

- REPAIR AND REPLACE EXISTING TRIM AND MOLDINGS TO MATCH ORIGINAL CHARACTER PROFILE AND STYLE.
- FINISH EXISTING INTERIOR AND EXTERIOR SURFACES WITH MATCHING MATERIALS AND FINISHES.
- REPAIR EXISTING ROOFING SYSTEMS AND REPLACE AS NEEDED.
- REPAIR AND REPLACE ALL EXTERIOR DOORS AND WINDOWS TO MATCH ORIGINAL CHARACTER PROFILE.
- REPAIR AND REPLACE ALL EXTERIOR LIGHTING FIXTURES AND WIRING.
- REPAIR AND REPLACE ALL EXTERIOR PAINT AND FINISHES TO MATCH ORIGINAL CHARACTER PROFILE.
- REPAIR AND REPLACE ALL EXTERIOR STAIRS AND RAILINGS.
- REPAIR AND REPLACE ALL EXTERIOR FENCES AND GARDENS.



1 WEST ELEVATION
Scale: 1/8" = 1'-0"

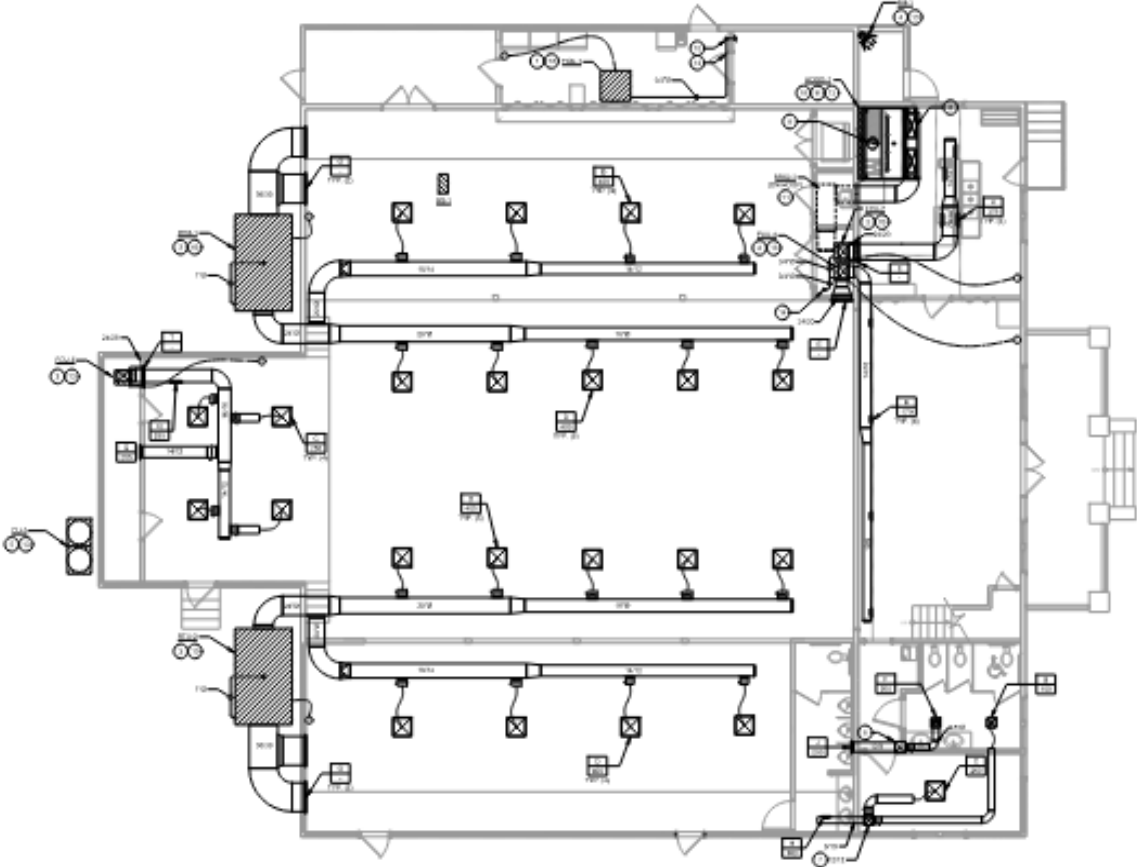
GENERAL NOTE FOR ALL EXTERIOR ELEVATIONS: ALL MATERIALS TO BE USED SHALL BE APPROVED BY THE ARCHITECT PRIOR TO INSTALLATION. THE ARCHITECT SHALL BE NOTIFIED PRIOR TO ANY CHANGES TO THE EXTERIOR ELEVATIONS.



2 NORTH ELEVATION
Scale: 1/8" = 1'-0"

GENERAL NOTE FOR ALL EXTERIOR ELEVATIONS: ALL MATERIALS TO BE USED SHALL BE APPROVED BY THE ARCHITECT PRIOR TO INSTALLATION. THE ARCHITECT SHALL BE NOTIFIED PRIOR TO ANY CHANGES TO THE EXTERIOR ELEVATIONS.

Mechanical/HVAC:



① MECHANICAL FIRST FLOOR PLAN - NEW

Builders Risk Insurance Policy	\$ 45,000.00
Project Manager	\$ 60,000.00
Project Superintendant	\$ 45,000.00
Project Engineer	\$ 30,000.00
Architect	\$ 150,000.00
Surveys - structural, Foundation, Plumbing, supply, sewage, Mechanical, HVAC, Asbestos testing	\$ 14,800.00
Asbestos Abatement	\$ 37,000.00
General Demolition	\$ 80,900.00
Foundation Repair	\$ 100,000.00
Siding Restoration and Waterproofing	\$ 65,000.00
BBQ and out building storage	\$ 30,000.00
Exterior storage area / lift station	\$ 9,500.00
Metal roof and gutters	\$ 75,000.00
Pumbing	\$ 55,000.00
Full commercial kitchen remodel	\$ 78,000.00
Electrical	\$ 75,000.00
Dance Floor	\$ 25,000.00
General Flooring	\$ 14,000.00
Full bar remodel	\$ 22,000.00
Bathrooms	\$ 20,000.00
drywall tape and float	\$ 65,000.00
General interior paint and restoration	\$ 68,000.00
General exterior paint and restoration	\$ 75,000.00
Acoustical ceilings installation	\$ 65,000.00
Mechanical Scope / HVAC	\$ 120,000.00
Disposal	\$ 30,000.00
Front entrance brick and balcony	\$ 35,000.00
furniture and fixtures	\$ 45,000.00
Bar and kitchen fixtures	\$ 45,000.00
Landscaping	\$ 30,000.00
Sub-Total	\$ 1,609,200.00
Buffer - 5%	\$ 80,460.00
Total Big Event Budget	\$ 1,689,660.00

EXHIBIT "B"

**WILLIAMSON COUNTY COMMUNITY
RECREATIONAL FACILITY FUND POLICY**

Williamson County Community Recreational Facility Fund Policy

PURPOSE

The purpose of this Williamson County Community Recreational Facility Fund Policy is to provide guidelines and regulations relating to the distribution of funds from the Williamson County Community Recreational Facility Fund which was established by Williamson County through collections of fees at the Williamson County Landfill.

LEGAL CONSIDERATIONS

The Texas Constitution bars a transfer of county funds to a private entity unless the transfer serves a public purpose of the county and the transfer is subject to adequate controls, contractual or otherwise, to ensure that the public purpose is accomplished. This Policy has been created to ensure that funds from the Williamson County Community Recreational Facility Fund Policy are transferred and used to serve a public purpose of Williamson County and to ensure that adequate controls, as set out herein and as may be further required by the Williamson County Commissioners Court, are in place in order to ensure that the public purpose is accomplished.

FUNDING POLICY

1. Request for Funding.

Community organizations, groups and individuals may submit to Williamson County a request for funding of the construction, improvement or remodel of community recreational facilities located in Williamson County. Such request for funding must provide and include the following:

- a. The name of the community recreational facility subject of the request.
- b. The name of the organization, entity or individual(s) that manage and control the community recreational facility.
- c. The amount of funding that is requested.
- d. A description of the current and future public purposes and public uses of the community recreational facility.
- e. A description of how the community recreational facility is primarily used for public purposes as opposed to use by private parties for the purpose of making a business profit.

- f. A description of the planned construction, improvement or remodel of the community recreational facility, along with any available plans, sketches and diagrams.
- g. A detailed description of how the funding will be used in relation to the community recreational facility, along with any budgets that outline or otherwise detail the planned use of the funding.
- h. A description of how the funding will assist or aid the community recreational facility in providing a public purpose to citizens of Williamson County.
- i. Provide a signed acknowledgement and agreement to comply with this Policy, which must be in the form attached to this Policy.

2. Consideration of Request for Funding.

Once the funding request is submitted to Williamson County, the request will be placed on the Williamson County Commissioners Court's agenda for consideration.

In the event the members of the Williamson County Commissioners Court determines that the requested funding of the construction, improvement or remodel of a specific community recreational facility will serve a public purpose of Williamson County, the members of the Williamson County Commissioners Court will set the specific amount of funding to be granted.

The Williamson County Commissioners Court may also set out additional controls, contractual or otherwise, to ensure that the public purpose of the funding is accomplished. No funds shall be distributed until which time any additional controls have been satisfied.

3. Right to Audit.

Williamson County or its duly authorized representatives shall, until the expiration of three (3) years after the final disbursement of funds to a community organization, group or individual(s) under this Policy, have access to and the right to examine and photocopy any and all books, documents, papers and records of the community organization, group or individual(s) which are directly pertinent to its expenditure of funds from the Williamson County Community Recreational Facility Fund for the purposes of making audits, examinations, excerpts, and transcriptions. By accepting funds from the Williamson County Community Recreational Facility Fund, the community organization, group or individual(s) agrees that Williamson County shall have access during normal working hours to all of its facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Williamson County will give reasonable advance notice of intended audits.

4. Suspension or Termination of Funding.

The Williamson County Commissioners Court shall have the right, at any time, to suspend or deny any transfers of any funds from the Williamson County Community Recreational Facility Fund to a particular organization, group or individual should Williamson County determine that such organization, group or individual is not using the funds in the manner that was approved by Williamson County or in any manner that violates any provision of this Policy.

5. Reimbursement.

In the event Williamson County determines that an organization, group or individual(s) has not used the funds in the manner that was approved by Williamson County or in any manner that violates any provision of this Policy, the organization, group or individual must, upon Williamson County's notice and demand, immediately return all funds that were previously transferred to the organization, group or individual.

6. Presentation.

Upon the completion of the construction, improvement or remodel of a funded community recreational facility project, the community organization, group or individual(s) that was granted the funding must provide, at the request of the Williamson County Commissioners Court, a report and presentation to the Court which sets forth an overview of the completed project and a description of the items purchased, constructed and/or developed through the use of the funds.

This Williamson County Community Recreational Facility Fund Policy was considered and approved in a duly called session of the Commissioners' Court of Williamson County, Texas, on December 10, 2013.

Williamson County, Texas

By: 
Dan A. Gattis,
Williamson County Judge

Date: 12-12, 2017

EXHIBIT “C”

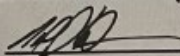
AGREEMENT AND ACKNOWLEDGMENT OF POLICY

WILLIAMSON COUNTY COMMUNITY RECREATIONAL
FACILITY FUND POLICY
ACKNOWLEDGEMENT AND AGREEMENT

I, the undersigned, on behalf of myself and the organization, group or individual(s) named below, hereby acknowledge and understand the terms and conditions of the Williamson County Community Recreational Facility Fund Policy and hereby agree to comply with all such terms and conditions of the said Policy.

Name of Organization: American Legion Graham D. Luhn Post 39

Name of Community Recreational Facility: American Legion Post 39 Hall

By: 

Printed Name: Scott Dean

Title: Commander

Date: November 5, 2025