

Sutton County Commissioners Court
SPECIAL MEETING
Monday, May 23, 2022 at 9:00 a.m.
Sutton County Courthouse, 102 N. Water, Sonora TX 76950

Rachel Chavez Duran
County Judge

Lee Bloodworth
Commissioner
Precinct 1

Bob Brockman
Commissioner
Precinct 2

Carl Teaff
Commissioner
Precinct 3

Fred Perez
Commissioner
Precinct 4

Members of the public may give comment before the Commissioners Court on any item on this agenda. Please note that members of the public may not communicate to the court about any other subject not specifically noticed on this agenda. Members of the Commissioners Court cannot discuss, deliberate, or act on any item or topic not scheduled on this agenda in accordance with existing law.

BUSINESS

- 1 Call meeting to order
- 2 Prayer
- 3 Public Comment

AGENDA

Receive reports of the following:

- 4 Community Supervision Corrections Department-Wendy Geaslin
- 5 Tax Assessor/Collector Report-Kathy Sanchez Marshall
- 6 County Commissioners
 - Lee Bloodworth, pct 1
 - Bob Brockman, pct 2
 - Carl Teaff, pct 3
 - Fred Perez, pct 4
- 7 County Judge – Rachel Chavez Duran

Deliberate, Consider and take appropriate action regarding the following:

- 8 Accounts Payable
- 9 Treasurer's Report-Janell Martin
- 10 New Federal holiday-Juneteenth (June 19th)
- 11 City of Sonora informational presentation by City Manager-Art Fuentes
- 12 Amend budget to transfer money from Cemetery employee salary to summer help line item-Robert Hughes
- 13 Permission to advertise for 10-hour part-time position in Library-Deborah Brown
- 14 Tocker Foundation Grant Approval-Deborah Brown
- 15 CAP Grant Reimbursement for 5 2-in-1 laptops, charging cart and Lego Table for Library-Deborah Brown
- 16 Uniform Case Management System Participation Agreement-Pam Thorp
- 17 State of Texas Right of Way-Intersection of Spur Road/US 277 South along Spur Rd to IH-10 R.O.W.
- 18 A1 Scale cost estimate
- 19 New fence construction on west side of Calle de Santa Cruz

EXECUTIVE SESSION

- Note 1 Texas Government code 551.071, Consultation with Attorney
- Note 2 Texas Government code 551.072, Real Property
- Note 3 Texas Government code 551.074, Personnel Matters
- Note 4 Texas Government code 551.076, Security
- Note 5 Texas Government code 551.087, Economic Development Negotiations
- Note 6 Texas Government code 551.089, IT Security

The County Commissioners Court of Sutton County reserves the right to adjourn into executive sessions at any time during this meeting to discuss any of the matters listed below. The Court may also consider any other matter posted on the agenda if there are issues that require consideration in Executive Session and the court announces that the item will be considered during Executive Session.

- 20 Land Acquisition

RECONVENE

- 21 Executive Session Action
- 22 Adjournment



RACHEL CHAVEZ DURAN, County Judge

POSTED ON THE BULLETIN BOARD IN THE COURTHOUSE ANNEX BUILDING and the SUTTON COUNTY WEB PAGE www.co.sutton.tx.us this the 20th day of May 2022.



PAM THORP, County Clerk

**SUTTON COUNTY COMMISSIONERS COURT
SPECIAL MEETING
MAY 23, 2022**

FMFC FUND			CK#
General Cash Sutton County	PR Reimbursement, WH/FICA, for May 6, 2022	\$ 15,015.28	51546

TOTAL \$ 15,015.28

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1	TDCAA							
	I-203987	TDCAA:	R	0/00/0000		110.00CR	000000	
	I-21761-0003-001H	SCHLEIGHER CO MEDICAL CTR:	R	0/00/0000		23.00CR	000000	
	I-310805/3108209	ARMSTRONG ELECTRICAL SUPPLY:	R	0/00/0000		544.01CR	000000	
	I-48206001	NUTRIEN AG SOLUTIONS:	R	0/00/0000		1,100.00CR	000000	
	I-504402114	MPLC:	R	0/00/0000		169.20CR	000000	
	I-716657394-01	ORIENTAL TRADING:	R	0/00/0000		97.90CR	000000	
	I-8736-BRONCO	SONORA BRONCO BOOSTER CLUB:	R	0/00/0000		500.00CR	000000	
	I-DKT2022-147218	ALEXIS G FRAIRE SALADANA:	R	0/00/0000		90.00CR	000000	2,634.11
1037	APPLIED CONCEPTS, INC							
	I-401482	SHERIFF RADAR	R	0/00/0000		81.25CR	000000	
	I-401483	SHERIFF RADAR	R	0/00/0000		547.92CR	000000	629.17
1043	AT&T MOBILITY							
	I-4365-052022	COUNTY JUDGE CELL SERVICE	R	0/00/0000		32.97CR	000000	
	I-4646-052022	CSCD CELL SERVICE	R	0/00/0000		54.24CR	000000	
	I-5468-052022	AUDITOR CELL SERVICE	R	0/00/0000		30.96CR	000000	118.17
1048	BAKER & TAYLOR, INC.							
	I-5017721255	LIBRARY BOOKS	R	0/00/0000		26.47CR	000000	
	I-5017721256	LIBRARY BOOKS	R	0/00/0000		4.90CR	000000	
	I-5017721257	LIBRARY BOOKS	R	0/00/0000		17.16CR	000000	
	I-5017721283	LIBRARY BOOKS	R	0/00/0000		25.88CR	000000	
	I-5017742090	LIBRARY BOOKS	R	0/00/0000		17.16CR	000000	91.57
1050	BEN E KEITH-DFW							
	I-109222771	JAIL FOOD	R	0/00/0000		731.23CR	000000	731.23
1054	PARKER LUMBER							
	I-2608307	PARK STRIPING HANDICAP	R	0/00/0000		7.99CR	000000	
	I-2712912	COURTHOUSE R/M SUPPLIES	R	0/00/0000		10.25CR	000000	
	I-2743841	COURTHOUSE BUILDING MTC	R	0/00/0000		30.97CR	000000	
	I-2746404	LIBRARY ANNEX R/M SUPPLIES	R	0/00/0000		35.23CR	000000	
	I-770782	CEMETERY R/M SUPPLIES	R	0/00/0000		56.97CR	000000	141.41
1061	PECOS COUNTY							
	I-012022-032022	DISTRICT JUDGE CELL SERVICE	R	0/00/0000		30.90CR	000000	
	I-102021-122021	DISTRICT JUDGE CELL SERVICE	R	0/00/0000		30.92CR	000000	61.82
1067	BREWER REFRIGERATION							
	I-364428	JAIL ICE MACHINE RENTAL	R	0/00/0000		93.00CR	000000	93.00

PACKET: 03116 GENERAL FUND 052322 ***** CHECK LISTING *****

VENDOR SET: 01 GENERAL CASH

BANK : 10

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1080	CENTER POINT PUBLISHING I-1930101	LIBRARY BOOKS	R	0/00/0000		28.46CR	000000	28.46
1090	QUTIL CORPORATION I-24979896 I-25129300	LIBRARY OPERATING SUPPLIES LIBRARY OPERATING SUPPLIES	R	0/00/0000		128.98CR 83.30CR	000000 000000	212.28
1122	DEVILS RIVER AUTO PARTS I-15338-98226 I-15338-98591	PARK MOWER REPAIRS PARK MOWER REPAIRS	R	0/00/0000		6.56CR 47.00CR	000000 000000	53.56
1145	ELECTION SYSTEMS & SOFTWARE INC I-CD2025757	HAVA GRANT REPORTING SYS	R	0/00/0000		1,689.00CR	000000	1,689.00
1161	FMFC FUND I-UNIT 284-050422	SHERIFF VEHICLE MAINTENANCE	R	0/00/0000		171.20CR	000000	171.20
1171	FRONTIER COMMUNICATIONS I-5693-05072022	DRIVERS LICENSE OFFICE	R	0/00/0000		194.25CR	000000	194.25
1174	GEORGE E SMITH ESTATE I-JUNE 2022	CSCD OFFICE RENT	R	0/00/0000		500.00CR	000000	500.00
1180	GREAT AMERICA LEASING I-31545020 I-31551449 I-31566240	CORP JP OFFICE COPIER CSCD OFFICE COPIER EXTENSION OFC COPIER	R	0/00/0000		68.77CR 175.08CR 223.10CR	000000 000000 000000	466.95
1182	SONORA TIRE SERVICE I-90680	SHERIFF VEHICLE MAINTENANCE	R	0/00/0000		15.00CR	000000	15.00
1219	JET SPECIALTY, INC I-2301709 I-2302178	PARK SPRINKLER REPAIR PARK STRIPING/CEM R/M SUPPLIES	R	0/00/0000		564.96CR 107.00CR	000000 000000	671.96
1233	THE CITY OF SONORA I-01010600-042022 I-01014000-042022 I-02009603-042022 I-89005501-042022 I-89007000-042022 I-89007300-042022 I-89007400-032022 I-89007400-042022 I-89008000-042022 I-89008200-042022	LIBRARY JAIL AND SHERIFF OFFICE CSCD OFFICE PARK SLAB CIVIC CENTER METAL YELLOW BUILDING PARK STORAGE BUILDING PARK STORAGE BUILDING PARK RODEO CONCESSION STAND	R	0/00/0000		144.42CR 540.63CR 127.30CR 193.45CR 335.92CR 104.92CR 58.50CR 101.91CR 274.38CR 76.85CR	000000 000000 000000 000000 000000 000000 000000 000000 000000 000000	1,958.28

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1240	K& J CONTROL, INC I-137355	LIBRARY R/M SUPPLIES	R	0/00/0000		40.00CR	000000	40.00
1256	TOTAL OFFICE SOLUTION I-EA355984 I-EA339237 I-EA339379 I-EA339819 I-EA339893 I-EA340205 I-EA340235	SHERIFF EQUIPMENT REPAIRS JP COPIER BASE/USAGE TAX ASSESSOR COPIER RATE/USAGE CLERK COPIER BASE RATE/USAGE NONDEPT COPIER BASE RATE/USAGE DISTRICT JUDGE OFC SUPPLIES AUDITOR OFFICE SUPPLIES	R	0/00/0000		669.00CR 70.99CR 46.16CR 125.98CR 62.17CR 2.99CR 61.95CR	000000 000000 000000 000000 000000 000000 000000	1,039.24
1265	LONGHORN OFFICE PRODUCTS I-476265-0 I-476858-0	JP OFFICE SUPPLIES TAX ASSESSOR OFFICE SUPPLIES	R	0/00/0000		44.95CR 2.13CR	000000 000000	47.08
1267	UNIFIRST HOLDINGS LP I-0324129 I-0324130 I-0324131	CIVIC CENTER R/M SUPPLIES JAIL R/M SUPPLIES JAIL R/M SUPPLIES	R	0/00/0000		64.15CR 30.37CR 52.62CR	000000 000000 000000	147.14
1280	MAURA WEINGART I-050622-AUSTIN	AUDITOR CONFERENCE TRVL EXP	R	0/00/0000		841.80CR	000000	841.80
1284	MCREARY VESELKA BRAGG & ALLEN I-252651 I-252652	JP DEBT COLLECTION FEES JP DEBT COLLECTION FEES	R	0/00/0000		14,758.12CR 113.10CR	000000 000000	14,871.22
1303	JOE HERNANDEZ I-12797	COUNTY COURT APPT ATTORNEY	R	0/00/0000		500.00CR	000000	500.00
1309	CARL TEARF I-042222-ARLINGTON	COMMISSIONER TRAVEL EXPENSE	R	0/00/0000		1,174.12CR	000000	1,174.12
1311	CONCHO VALLEY COUNCIL OF GOVERNMENTS I-CVRLBA-2022-02	SHERIFF COG TRAINING SCHOOL	R	0/00/0000		3,500.00CR	000000	3,500.00
1316	LOWES PAY AND SAVE I-119560-220505 I-119560-220512	JAIL FOOD JAIL FOOD	R	0/00/0000		94.31CR 94.24CR	000000 000000	188.55
1430	PHARM HOUSE PIERCE SONORA I-365170 I-369086 I-369140 I-369895	JAIL INMATE MEDICATIONS JAIL INMATES MEDICATIONS JAIL INMATE MEDICATIONS JAIL INMATES MEDICATIONS	R	0/00/0000		61.89CR 51.99CR 84.69CR 27.70CR	000000 000000 000000 000000	226.27

PACKET: 03116 GENERAL FUND 052322 ***** CHECK LISTING *****

VENDOR SET: 01 GENERAL CASH

VENDOR NAME / I.D. DESC CHECK TYPE CHECK DATE DISCOUNT AMOUNT CHECK NO# CHECK AMOUNT

1432 INDIGENT HEALTHCARE SOLUTIONS,LTD R 0/00/0000 1,059.00CR 000000 1,059.00

I-73544 JAIL IHS SOFTWARE
 1440 HCTC (HILL COUNTRY TELECOMMUNICATIONS R 0/00/0000 40.20CR 000000 40.20
 I-3788200-052022 PARKS AND WILDLIFE

1494 TXU ENERGY LIBRARY R 0/00/0000 365.31CR 000000
 I-69598907-052022 ANNEX R 0/00/0000 456.65CR 000000
 I-69598931-052022 OLD POLICE STATION/OLD JAIL R 0/00/0000 107.85CR 000000
 I-69598942-052022 SINALOA/LOMA ALTA LIGHTS R 0/00/0000 378.42CR 000000
 I-69598965-052022 COURTHOUSE R 0/00/0000 1,360.59CR 000000
 I-69639486-052022 COURTHOUSE R 0/00/0000 103.99CR 000000
 I-69639497-052022 CSCD OFFICE R 0/00/0000 10.29CR 000000
 I-69639506-052022 COURTHOUSE STORAGE UNIT R 0/00/0000 2,783.10

1500 CIRA JP BASIC EMAILS R 0/00/0000 251.16CR 000000 251.16
 I-SOP016201

1547 STERLING COMMISSARY, LLC R 0/00/0000 4.00CR 000000 4.00
 I-23849:SUTTONTX-132 JAIL OPERATING SUPPLIES

1563 CHELSEA L BURNETT LIBRARY SPECIAL PROGRAM R 0/00/0000 100.00CR 000000 100.00
 I-070122

* * T O T A L S * *

	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	36	0.00	37,274.30	37,274.30
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	36	0.00	37,274.30	37,274.30

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1	NUTRIEN AG SOLUTIONS, INC I-48206001-FMFC	NUTRIEN AG SOLUTIONS, INC:	R	0/00/0000		2,370.00CR	000000	2,370.00
1024	AMERICAN TIRE DISTRIBUTORS I-31762	FMFC REPAIRS	R	0/00/0000		317.62CR	000000	317.62
1032	ANGELO BOLT & INDUSTRIAL SUPPLY I-616848	FMFC R/M AND OPER SUPPLIES	R	0/00/0000		328.44CR	000000	328.44
1043	AT&T MOBILITY I-4385-052022	FMFC CELL SERVICE	R	0/00/0000		41.77CR	000000	41.77
1054	PARKER LUMBER I-2711873 I-2713164 I-2733397 I-2747401 I-2751734	FMFC OPERATING SUPPLIES FMFC OPERATING SUPPLIES FMFC OPERATING SUPPLIES FMFC R/M SUPPLIES FMFC R/M SUPPLIES	R R R R R	0/00/0000 0/00/0000 0/00/0000 0/00/0000 0/00/0000		0.99CR 21.99CR 38.98CR 35.24CR 3.78CR	000000 000000 000000 000000 000000	100.98
1067	BREWER REFRIGERATION I-364429	FMFC ICE MACHINE RENTAL	R	0/00/0000		160.00CR	000000	160.00
1126	DECOTY COFFEE COMPANY I-902039	FMFC COFFEE SUPPLIES	R	0/00/0000		8.40CR	000000	8.40
1129	DEVILS RIVER AUTO PARTS I-15338-98501 I-15338-98657 I-15338-98943	FMFC REPAIRS FMFC REPAIRS FMFC REPAIRS	R R R	0/00/0000 0/00/0000 0/00/0000		10.38CR 13.78CR 70.69CR	000000 000000 000000	94.85
1141	REGAL OIL INC I-26-271043	FMFC VEHICLE FUEL	R	0/00/0000		3,941.64CR	000000	3,941.64
1182	SONORA TIRE SERVICE I-89961	FMFC REPAIRS	R	0/00/0000		70.00CR	000000	70.00
1219	JET SPECIALTY, INC I-2301834	FMFC OPERATING SUPPLIES	R	0/00/0000		65.49CR	000000	65.49
1233	THE CITY OF SONORA I-09061000-042022	FMFC WAREHOUSE	R	0/00/0000		191.44CR	000000	191.44

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1266	UNIFIRS HOLDING-II I-0324443 I-0324827	FMFC EMPLOYEE UNIFORMS FMFC EMPLOYEE UNIFORMS	R	0/00/0000 R 0/00/0000		19.77CR 19.77CR	000000 000000	39.54
1290	WEST TEXAS GAS INC I-46332-042022	FMFC WAREHOUSE	R	0/00/0000		30.00CR	000000	30.00
1494	TXU ENERGY I-69598953-052022	FMFC WAREHOUSE	R	0/00/0000		340.86CR	000000	340.86
1564	RMA TOLL PROCESSING I-100039497801 I-100039528697 I-100039532312	FMFC TRAVEL EXPENSE FMFC TRAVEL EXPENSE FMFC TRAVEL EXPENSE	R R R	0/00/0000 0/00/0000 0/00/0000		15.38CR 31.56CR 42.12CR	000000 000000 000000	89.06

*** T O T A L S ***
 REGULAR CHECKS: 16 NO# 0.00 DISCOUNTS 8,190.09 CHECK AMT 8,190.09 TOTAL APPLIED 8,190.09
 HANDWRITTEN CHECKS: 0 0.00
 PRE-WRITE CHECKS: 0 0.00
 DRAFTS: 0 0.00
 VOID CHECKS: 0 0.00
 NON CHECKS: 0 0.00
 CORRECTIONS: 0 0.00
 REGISTER TOTALS: 16 0.00 8,190.09 8,190.09



Janell Schniers Martin
County Treasurer

SONORA, TEXAS 76950

THE STATE OF TEXAS
COUNTY OF SUTTON
AFFIDAVIT

**FY 21-22 MONTHLY REPORT
APRIL 2022**

The Treasurers' Monthly Report includes, but not limited to, money received and disbursed; and all other proceedings in the treasurer's office that pertain to the Financial Standing of Sutton County. {LGC 114.026(a)(b)}

The Treasurer's Books and the Auditor's General Ledger agree. The Bank Statements have been reconciled; any adjustments have been noted.

The affidavit must state the amount of the cash and other assets that are in the custody of the county treasurer at the time of the examination. {LGC 114.026 (d)} \$11,985,495.06 Month Ending Balance

The Treasurers' Monthly Report has been submitted and the Bank Reconciliations are pending review by Auditor. {LGC 114.026(b)}

All investments are in compliance with both the Public Funds Investment Act and the Sutton County Investment Policy. The investment strategy is passive, which maintains a liquid cash flow and safety of the investment as priorities. As your Treasurer, I keep a watchful eye to ensure that the "return of our principal" takes precedent over the "return on our principal". {GC 2256.023}

Therefore, Janell Schniers, County Treasurer of Sutton County, Texas, who being fully sworn, upon oath says that the within and foregoing report is true and correct to the best of her knowledge.

Filed with accompanying data this 23rd day of May, 2022.


Janell Schniers Martin, Treasurer, Sutton County/ Date

Commissioners' Court having reviewed the Treasurer's Report as presented, having taken reasonable steps to ensure its accuracy and based upon presentations of the Treasurer's Office approve the report, subject to the independent auditor's review and request that it be filed with the official minutes of the meeting. {LGC 114.026(c)}

In Addition, the below signatures affirm that the Treasurer's Report complies with statutes as referenced. {LGC 114.026(d)}


Rachel Duran, County Judge/ Date


Lee Bloodworth, Comm. Pct. #1/ Date


Bob Brockman, Comm. Pct. #2/ Date


Carl Teaff, Comm. Pct. #3/ Date


Fred Perez, Comm. Pct. #4/ Date



TOCKER
FOUNDATION

Digital Signature Document

The Tocker Foundation is making every effort to work more efficiently and consider the environment wherever possible however, we still require the following signatures to be on file with each grant application. This document must be printed, signed and either uploaded to our online application where prompted or attached to an application that has been submitted by email or standard mail.

To be signed by the library's representative:

AGREEMENT: If awarded a grant, it is agreed that this library will submit a progress report including an accounting of funds used on or before one year from the day the grant is funded. A final report will be submitted at the completion of the grant project.

Deborah Brown 5-24-2022
Signature of Library Representative Date

Deborah Brown Sutton County Public Library
Printed Name of Representative Name of Library

To be signed by the municipality's representative:

Assurances of continued local support: It is agreed that local funding for this library will not be diminished, curtailed or cut in any way as a result of awarding this grant.

Racquel Chavez Duran May 23, 2022
Signature of Authorization Date

Please circle title: Mayor, City Manager, County
Judge or Superintendent

Racquel Chavez Duran
Printed Name of Local Authority

**TEXAS STATE LIBRARY & ARCHIVES COMMISSION
COMMUNITY ADVANCEMENT PACKAGES GRANT PROGRAM**

Grant Number: CAP-22021

I. CONTRACTING PARTIES

Grantor: Texas State Library and Archives Commission (TSLAC)
Subrecipient: Sutton County, Sutton County Library
306 E Mulberry St
Sonora, TX 76950-2603
Federal Unique Entity ID.: 020332763

II. TERM OF GRANT

May 1, 2022, through October 31, 2022

III. PURPOSE OF THE GRANT

Subrecipient shall purchase items that will support and advance community development through library-sponsored programming and services as outlined in the approved grant application (Community Advancement Packages Grant Program for SFY 2022) as approved by TSLAC. Grant funds must be used to meet TSLAC and Federal goals. The Notice of Funding Opportunity (NOFO) for the Community Advancement Packages (CAP) Grant Program Guidelines issued by TSLAC and the approved grant application submitted by Subrecipient are incorporated into this contract as if fully set forth herein. In the event of any conflict in the documents, the order of precedence shall be as follows: this contract, NOFO, grant application.

IV. GRANT AMOUNTS AND DISBURSEMENT REQUIREMENTS

- A. The total amount of the grant shall not exceed: \$ 9,366.00. Indirect costs, as included in the total amount awarded, shall not exceed 0.000 or \$ 0.00 as indicated in the budget below.
- B. Source of funds:
Institute of Museum and Library Services (IMLS)
Assistance Listing Number/Title: 45.310 State Library Program
Federal Award ID #: LS-250239-OLS-21; Federal Award Date: April 8, 2021
- C. The Subrecipient is restricted to one of two methods for requesting funds from TSLAC. The Subrecipient may request reimbursement of actual and allowable expenditures for the Subrecipient's normal billing cycle, or advance payment for estimated and allowable expenditures to be incurred in the 30-day period following the request. Only Subrecipients providing documentation to demonstrate a lack of sufficient working capital and the ability to minimize the time elapsing between transfer of funds from TSLAC and disbursement of grant funds will be allowed to request advance payments.
- D. The Subrecipient must request payments from TSLAC using TSLAC's Request for Funds form (RFF) via TSLAC's online Grant Management System (GMS), located at <https://grants.tsl.texas.gov>. Requests may be submitted to TSLAC no more often than once every 30 days, and no less often than once per quarter. Funds will be processed and paid to the Subrecipient provided TSLAC has received a fully executed contract, and Subrecipient has fulfilled all reporting and training requirements for current and preceding contracts and submitted supporting documentation with the RFF.
- E. When submitting an RFF for reimbursement, the Subrecipient must provide TSLAC with supporting documentation, such as receipts, paid invoices, time sheets, and/or pay stubs to support the amount requested before payment will be processed.
- F. The Subrecipient may not obligate or encumber grant funds after **September 30, 2022**. Subrecipient must submit the final request for reimbursement no later than **October 1, 2022**. All supporting documentation must be submitted no later than **November 15, 2022**.
- G. If the Subrecipient does not expend funds on a regular basis and/or provide notice relating to unexpended funds by **August 31, 2022**, TSLAC reserves the right to act as necessary to reduce any unexpended balances, including reducing the amount specified in Section IV. A. above.
- H. Interest earned in excess of \$500 on advanced funds must be returned to TSLAC per requirements in the State of Texas Grant Management Standards (TxGMS). All unexpended grant funds must be returned to TSLAC per requirements in TxGMS.
- I. Per the approved grant application, funds are authorized according to the following budget:

Salaries/Wages/Benefits	\$ 0.00
Travel	\$ 0.00
Equipment	
Supplies/Materials	\$9,366.00
Services	\$ 0.00
Consultant Fees	\$ 0.00
Indirect Costs	\$ 0.00
Total	\$9,366.00

V. NO FISCAL AND PROGRAMMATIC CHANGES

1. Fiscal and programmatic changes are not allowed under this grant.

VI. EQUIPMENT AND PROPERTY REQUIREMENTS

- A. The Subrecipient will comply with TxGMS, Property Standards, Equipment, requiring certain items of equipment to be maintained on inventory.
- B. Equipment costing \$5,000 or more per unit requires approval before purchase. In those instances, TSLAC will secure approval from IMLS on behalf of the Subrecipient and inform Subrecipient of approval once received.
- C. Subject to the obligations and conditions set forth in TxGMS, title to equipment acquired under a grant will vest in the Subrecipient upon acquisition. Subrecipient must include any equipment/property acquired with grant funds in the required biennial property inventory and follow the TxGMS requirement that the Subrecipient reconcile the equipment/property records with a physical inventory of the equipment/property every two years. This biennial inventory does not need to be submitted to TSLAC but must be maintained by the Subrecipient and will be subject to review and/or audit by TSLAC. When property is vested in the Subrecipient, Subrecipient will dispose of equipment/property in accordance with TxGMS. When the Subrecipient has been given federally or state-owned equipment/property, Subrecipient will follow the guidance as set forth in TxGMS.

VII. GENERAL TERMS AND CONDITIONS

- A. The Subrecipient will comply with the Community Advancement Packages Grant Program Guidelines for SFY 2022.
- B. The Subrecipient will comply with the Texas Administrative Code (TAC), Title 13, Part 1, Chapter 2, Subchapter C, Division 1, Rules 2.110–2.119 regarding General Grant Guidelines.
- C. The Subrecipient will comply with all applicable federal and state laws and any other requirements relevant to the performance of Subrecipient under this contract, including the following rules and guidance as applicable:
 1. Texas Grant Management Standards (TxGMS) (<https://comptroller.texas.gov/purchasing/grant-management/>); and
 2. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR §200 and §3187 (Supercircular)) (<https://federalregister.gov/a/2013-30465>).
- D. The Subrecipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. Subrecipient understands that IMLS and TSLAC reserve a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use the work for Federal or state government purposes, and to authorize others to do so. (2 CFR §200.315)
- E. All publicity relating to the grant award must include acknowledgment of the Institute of Museum and Library Services (www.imls.gov/recipients/imls_acknowledgement.aspx) and the Texas State Library and Archives Commission. Publicity includes, but is not limited to press releases, media events, public events, displays in the benefiting library, announcements on the Subrecipient's website, and materials distributed through the grant project. The Subrecipient will provide TSLAC with one set of all public relations materials produced under this grant with the final quarterly performance report.
- F. Subrecipients will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) that prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and §§1685-1686), that prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), that prohibits discrimination on the basis of disability and the Americans With Disabilities Act of 1990; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), that prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §523 and §527 of the Public Health Service Act of 1912 (42 U.S.C. §290 dd-3 and §290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) that may apply to the application.
- G. Subrecipient understands that acceptance of funds under this contract acts as acceptance of the authority of duly authorized representatives of TSLAC, IMLS, the Comptroller General of the United States, and the Texas State Auditor's Office, or any successor agencies, to conduct an audit or investigation in connection with those funds. Subrecipient further agrees to cooperate fully with said representatives in the conduct of the audit or investigation and agrees to provide access to all books, documents, papers, examinations, excerpts, transcripts, copies, and any other records necessary to conduct the audit and/or investigation. Subrecipient will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient, and the requirement to cooperate, is included in the contract for any sub-grant awarded.
- H. The Subrecipient, *if a private entity*, will comply with Federal law pertaining to trafficking in persons. Subrecipient and its employees may not:
 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 2. Procure a commercial sex act during the period of time that the award is in effect; or
 3. Use forced labor in the performance of the award or subawards under the award
- I. The Subrecipient agrees to maintain all financial and programmatic records, supporting documents, statistical records, and other records relating to this grant award for three years after the last State Program Report for the Texas LSTA 5-Year Plan 2018-2022 is submitted (anticipated date of submission is January 29, 2024). This means the Subrecipient must maintain all grant-related

records through January 29, 2027. In addition, Subrecipients that operate as state agencies must comply with (Texas Government Code, §441.1855), relating to state agency contracting and the retention of all contract-related documents.

In the event the Subrecipient or receiving entity ceases to exist, the Subrecipient will notify TSLAC in writing providing the name of the legal entity that will maintain the records and the location of the records.

- J. This grant may be terminated by written notice and mutual agreement of both parties. The termination notice must be given no less than 30 days prior to the termination date. Where notice of termination is given, the Subrecipient shall:
 - 1. Take immediate steps to bring the work or grant activities to a close in a prompt and orderly manner. Subrecipient will complete reporting requirements outlined in Section VII of this document and in a manner mutually agreed upon by both parties as part of the closeout process.
 - 2. Reduce expenses to a minimum and not undertake any forward commitment. All contracted funds that are not spent, encumbered or obligated at the time of notice of termination shall revert back to TSLAC according to processes established in Section IV.H. of this document and according to a timeline mutually agreed upon by both parties.
- K. Loss of all of Subrecipient's staff prior to the end of the grant period or the termination date, whichever is earlier, does not relieve the Subrecipient of its obligation to fulfill all terms and conditions of the grant with regard to reporting requirements, retention of records and requirements for disposition of equipment and supplies.
- L. The parties agree that no provision of this contract is in any way intended to constitute a waiver by TSLAC or the State of Texas of any immunities from suit or from liability that TSLAC or the State of Texas may have by operation of law.

VIII. ENFORCEMENT

- A. **Remedies for noncompliance.** If a Subrecipient materially fails to comply with any term of the contract, whether stated in a state or federal statute or regulation, an assurance in a state plan or application, a notice of award, or elsewhere, TSLAC may take one or more of the following actions or impose other sanctions as appropriate in the circumstances:
 - 1. Temporarily withhold cash payments pending correction of the deficiency by the Subrecipient, or more severe enforcement action by TSLAC;
 - 2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
 - 3. Wholly or partly suspend or terminate the current contract for the Subrecipient's program;
 - 4. Withhold further awards for the program; or
 - 5. Take other remedies that may be legally available.
- B. **Hearings, appeals.** In taking an enforcement action, TSLAC will provide the Subrecipient an opportunity for such hearing, appeal, or other administrative proceeding to which the Subrecipient is entitled under any statute or regulation applicable to the action involved. Appeal/protest procedures are outlined in the Texas Administrative Code (TAC), Title 13, Part 1, Chapter 2, Subchapter A, Rule 2.55.
- C. **Effects of suspension and termination.** Costs to Subrecipient resulting from obligations incurred by the Subrecipient during a suspension or after termination of an award are not allowable unless TSLAC expressly authorizes them in writing. Other Subrecipient costs incurred during suspension or after termination that are necessary and not reasonably avoidable are allowable if:
 - 1. The costs relate to obligations that were properly incurred by the Subrecipient before the effective date of suspension or termination and were not incurred in anticipation of suspension or termination, and, in the case of a termination, the costs are noncancelable; and,
 - 2. The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.
- D. **Relationship to Debarment and Suspension** — The enforcement remedies identified in this section, including suspension and termination, do not preclude Subrecipient from being subject to "Debarment and Suspension" under Executive Order 12549 (See TxGMS, Appendix 6, Debarment and Suspension) and state law.

IX. CONTACTS AT TSLAC

Questions or concerns about programmatic issues, budget and/or program revisions, performance reports, and equipment/property should be directed to:

Dominic Gonzales, Grants Coordinator
Phone: 512-463-5581 / Fax: 512-936-2306
E-mail: dgonzales@tsl.texas.gov

Questions or documentation relating to requests for funds, payments, and financial status should be directed to:

Arturo Villarreal, Grants Accountant
Phone: 512-463-5472 / Fax: 512-475-0185
E-mail: grants.accounting@tsl.texas.gov

Questions or concerns about advance payments and other financial issues should be directed to:

Rebecca Cannon, Manager, Accounting and Grants
Phone: 512-463-6626 / Fax: 512-475-0185
E-mail: rcannon@tsl.texas.gov

Payments from Subrecipient to TSLAC, such as refunds and those for excess advanced funds or for interest earned on advanced funds, should be mailed to the following address with an explanation of the purpose of the payment and the grant number:

Grants Accountant
Accounting and Grants Department
Texas State Library and Archives Commission
PO Box 12516
Austin, TX 78711-2516

X. APPLICABLE AND GOVERNING LAW

- A. The laws of the State of Texas shall govern this grant.
- B. All duties of either party shall be legally performable in Texas. The applicable law for any legal disputes arising out of this contract shall be the law of (and all actions hereunder shall be brought in) the State of Texas, and the forum and venue for such disputes shall be Travis County, District Court.
- C. This grant contract is subject to the availability of funds. TSLAC may reduce or terminate this grant contract when the availability of funding is reduced or eliminated.

XI. GRANT CERTIFICATIONS

- A. TSLAC certifies that: (1) the services specified in the approved grant application and this contract are necessary and essential for activities that are properly within the statutory functions and programs of the affected organizations; (2) the services, supplies or materials contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under contract given to the lowest bidder; and, (3) the grant is in compliance with Texas Government Code §441.006, Texas Government Code §441.135; Texas Administrative Code, Title 13, Part 1, Chapter 2, Subchapter C, Division 4, Rules 2.410–2.412 regarding the Special Projects Grant Program; Texas Administrative Code, Title 13, Part 1, Chapter 2, Subchapter C, Division 1, Rules 2.110–2.119 regarding General Grant Guidelines; the Library Services and Technology Act (LSTA); the State Plan for the LSTA in Texas; and TxGMS.
- B. The Subrecipient certifies that all costs included in this grant award are properly allocable to federal awards on the basis of a beneficial or causal relationship between the expenses incurred and the agreements to which they are allocated in accordance with applicable requirements.
- C. The Subrecipient certifies that the same costs that have been treated as indirect costs have not been claimed as direct costs. Similar types of costs have been accounted for consistently, and the negotiating agency will be notified of any accounting changes that would affect the predetermined rate.
- D. The Subrecipient certifies by this contract that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid for such purpose, the Subrecipient shall complete and submit OMB form SF-LLL, Disclosure of Lobbying Activities, in accordance with its instructions. The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly, as specified in 31 U.S.C. §1352.
- E. Subrecipient has provided to TSLAC the mandatory Internet Safety Certification (Certification) that it is in compliance with requirements of the Children's Internet Protection Act (CIPA) for any Federal funds under this grant that will be used to purchase computers used to access the Internet or pay for the direct costs of accessing the Internet. Subrecipient agrees to collect, as required and appropriate, Certification forms from all libraries receiving benefits of Federal funds expended under this contract.
- F. Subrecipient certifies that neither subrecipient nor any of its principals (a) are presently excluded or disqualified; (b) have been convicted within the preceding three years of any of the offenses listed in 2 CFR §180.800(a) or had a civil judgment rendered against it or them for one of those offenses within that time period; (c) are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in 2 CFR §180.800(a); or (d) have had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default. Where the Subrecipient is unable to certify to any of the statements in this certification, the Subrecipient shall attach an explanation to these Certifications.
- G. The Subrecipient certifies all applicable activities related to this grant will be in compliance with the Copyright Law of the United States (Title 17, U.S. Code).
- H. In addition to Federal requirements, state law requires a number of assurances from applicants for Federal pass-through or other state-appropriated funds. (TxGMS, Appendix 6, Uniform Assurances by Local Governments)

XIII. SIGNATURES

The undersigned hereby execute this contract.

GRANTOR

Texas State Library and Archives Commission

Gloria Meraz, Director and Librarian

Date

Donna Osborne
Donna Osborne, Chief Financial Officer

Date

May 9, 2022

Jennifer Peters
Jennifer Peters, Library Development and Networking Director

Date

May 9, 2022

Dominic Gonzales
Dominic Gonzales, Grants Coordinator

Date

May 9, 2022

SUBRECIPIENT

Sutton County, Sutton County Library

Rachel Chavez Duran
Signature (official empowered to enter into contracts)

Rachel Chavez Duran
Typewritten or Printed Name

Sutton County Judge
Title

May 23, 2022
Date

19 APRIL 2022

Participation Agreement

This Participation Agreement is entered into on the 19th. day of April, 2022 by and between the Clerk’s Office of Sutton County (you or your) and the State of Texas Office of Court Administration (OCA) for a period commencing upon the date set forth above and shall, except if terminated earlier by OCA or you pursuant to the terms and conditions of this Agreement, be coterminous with the termination or expiration of the Master Services Agreement by and between OCA and your selected vendor (MSA). These terms and the terms of the MSA govern your use of the Uniform Case Management System (UCMS) managed by OCA and is effective as of the date that the Clerk’s Office clicks signs this Agreement.

Selection of Vendor

By accepting the terms of this Participation Agreement, you agree to work in good faith with the vendor selected during and after the implementation of the UCMS and comply with all applicable terms of the MSA. Each vendor will comply with certain baseline configuration agreed upon between OCA and the vendor. Please select one of the approved UCMS vendors set forth below to be your assigned vendor:

- o Tyler Technologies, Inc.

Support:

UCMS support and services are the responsibility of the selected vendor. OCA (by contact with Jeffrey Tsunekawa, Director of Research and Court Services at OCA by and through his email at Jeffrey.Tsunekawa@txcourts.gov will assist you with providing introductions to your selected vendor. After an introduction has occurred, all support requests and communications should be directed to the selected vendor representatives.

Questions and Contact Information:

General questions or comments about the UCMS program may be directed to UCMS’s Customer Service by e-mail at support ucms@tylertech.com or by calling 972-713-3721 from 8:00 – 5:00 CST.

Ownership:

Data and documents stored in the UCMS shall remain your property and in your custody to be used for whatever purpose you deserve at no cost. Neither the vendor nor OCA shall have the right to use your data and documents, except to perform UCMS services.

Equipment, Services and Facilities:

With regard to your use of the UCMS, you agree to be responsible for providing, installing and maintaining equipment, facilities and internal services necessary to meet the minimum connectivity requirements established by the vendor.

Miscellaneous:

You acknowledge that you are responsible for any data conversion and configuration necessary to fully utilize the UCMS. By your use of the UCMS, you acknowledge that the intellectual property rights in and

19 APRIL 2022

to the UCMS is the property of either the selected vendor or OCA and you promise to abstain from any act that may invalidate such intellectual property rights, including, but not limited to, reverse engineering of the UCMS.

Upon request to the OCA project manager, Davin Greeno, and through his email at Davin.Greeno@txcourts.gov you may request OCA to change your UCMS selected vendor to a second vendor. Transition to a second vendor will however be limited to OCA's discretion and may include considerations such as availability and budget.

Dispute Resolution:

Any disputes between you and your selected vendor shall be referred to the project manager, Davin Greeno, at OCA for a mediated resolution. Any mediation will take place by video call or in Sutton County, Texas (Amended by DG 05/27/2022)



Pam Thorp, District and County Clerk

5/24/20

Date



Jeffrey Tsunekawa, Director of Research and Court Services

4/19/2022

Date

TRANSFER OF RIGHT OF WAY

**STATE OF TEXAS §
 §
COUNTY OF SUTTON §**

Highway US 277

THE STATE OF TEXAS, acting by and through the Texas Transportation Commission and on behalf of the Texas Department of Transportation, hereinafter referred to as "Grantor," pursuant to Minute Order 116224 passed by the Texas Transportation Commission on March 31, 2022, as shown by the official minutes of the Texas Transportation Commission, and in consideration of the Grantee assuming jurisdiction, control, and maintenance of the highway right of way the subject of this transfer, as described in Exhibit A, has this day Sold and Transferred and by these presents does Grant, Assign, Sell, and Convey, for public road purposes, unto **SUTTON COUNTY, TEXAS,** hereinafter referred to as "Grantee," all of Grantor's right, title, and interest in and to that certain tract or parcel of land situated in Sutton County, Texas, said land being more particularly described in Exhibit A, attached hereto and made a part hereof, (such tract or parcel of land hereinafter referred to as the "Tract"); **SAVE AND EXCEPT,** however, there is excepted and reserved herefrom all of Grantor's right, title, and interest, if any, in and to all of the oil, gas, sulphur, and other minerals, of every kind and character, in, on, under, and that may be produced from the Tract.

ADDITIONAL RESERVATION: If the Tract ceases to be used for public road purposes, said real property shall immediately and automatically revert to the State.

This transfer is pursuant to V.T.C.A., Transportation Code, Chapter 202, Subchapter B, § 202.021(e)(2).

Anything herein to the contrary notwithstanding, this conveyance is made subject to the rights of any and all existing public utilities or common carriers in accordance with V.T.C.A., Transportation Code, Chapter 202, Subchapter B, § 202.029. Any required adjustment will be at no cost to Grantor. Furthermore, this conveyance is made subject to any easements for access to a right of way, implied or otherwise, appurtenant to any and all properties abutting the Tract. In addition, this conveyance is subject to all matters of public record and to all easements, leases, agreements, licenses, or other interests which affect the Tract, and to any matter which would be disclosed by title examination, survey, investigation, or inquiry, including, but not limited to, the rights of parties in possession.

This instrument is given specifically to convey a portion of the land granted to the State of Texas by those certain documents recorded in Volume 32, at Page 558, and in Volume 34, at Page 377, of the Deed Records of Sutton County, Texas.

BY THE ACCEPTANCE OF THIS TRANSFER OF RIGHT OF WAY, GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTEE HAS THOROUGHLY INSPECTED AND EXAMINED THE TRACT TO THE EXTENT DEEMED NECESSARY BY THE GRANTEE IN ORDER TO ENABLE THE GRANTEE TO EVALUATE THE ACQUISITION OF THE TRACT. GRANTEE REPRESENTS THAT IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF GRANTEE'S CONSULTANTS (IF ANY), AND THAT GRANTEE HAS CONDUCTED SUCH INSPECTIONS AND INVESTIGATIONS OF THE TRACT, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL, TOPOGRAPHIC, AND ENVIRONMENTAL CONDITIONS THEREOF, AND IS RELYING UPON THE SAME, AND HEREBY ASSUMES THE RISK OF ANY ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, ADVERSE PHYSICAL, TOPOGRAPHIC, AND ENVIRONMENTAL CONDITIONS THAT MAY NOT HAVE BEEN REVEALED BY GRANTEE'S INSPECTIONS AND INVESTIGATIONS. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT GRANTEE IS ACQUIRING THE TRACT ON AN "AS IS, WHERE IS" AND "WITH

ALL FAULTS" BASIS, WITHOUT REPRESENTATIONS, WARRANTIES, OR COVENANTS, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE. GRANTEE HEREBY WAIVES AND RELINQUISHES ALL RIGHTS AND PRIVILEGES ARISING OUT OF, OR WITH RESPECT OR IN RELATION TO, ANY REPRESENTATIONS, WARRANTIES, OR COVENANTS, WHETHER EXPRESS OR IMPLIED, WHICH MAY HAVE BEEN MADE OR GIVEN, OR WHICH MAY HAVE BEEN DEEMED TO HAVE BEEN MADE OR GIVEN, BY GRANTOR OR ANY OF ITS REPRESENTATIVES. GRANTEE HEREBY ASSUMES ALL RISK AND LIABILITY (AND AGREES THAT GRANTOR SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, OR OTHER DAMAGES) RESULTING OR ARISING FROM GRANTEE'S USE, MAINTENANCE, REPAIR, OR OPERATION OF THE TRACT.

WITHOUT LIMITING THE GENERAL PROVISIONS ABOVE, IT IS UNDERSTOOD AND AGREED THAT GRANTOR IS NOT MAKING AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, AS TO (a) MATTERS OF TITLE; (b) ZONING; (c) TAX CONSEQUENCES; (d) PHYSICAL OR ENVIRONMENTAL CONDITIONS; (e) AVAILABILITY OF ACCESS, INGRESS, OR EGRESS; (f) OPERATING HISTORY OR PROJECTIONS; (g) VALUATION; (h) AVAILABILITY AND ADEQUACY OF UTILITIES; (i) GOVERNMENTAL APPROVALS; (j) GOVERNMENTAL REGULATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE TRACT, INCLUDING, WITHOUT LIMITATION: (1) THE VALUE, CONDITION, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY, OR FITNESS OF THE TRACT FOR A PARTICULAR USE OR PURPOSE; (2) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS INCORPORATED INTO ANY OF THE TRACT; AND (3) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE TRACT. GRANTEE FURTHER EXPRESSLY ACKNOWLEDGES AND AGREES THAT GRANTOR IS NOT REPRESENTING OR WARRANTING THAT ANYTHING CAN OR WILL BE ACCOMPLISHED THROUGH GRANTEE'S OR GRANTOR'S EFFORTS WITH REGARD TO THE PLANNING, PLATTING, OR ZONING PROCESS OF ANY GOVERNMENTAL AUTHORITIES, BOARDS, OR ENTITIES. GRANTEE FURTHER ACKNOWLEDGES THAT GRANTOR HAS NOT WARRANTED, AND DOES NOT HEREBY WARRANT, THAT THE TRACT NOW OR IN THE FUTURE WILL MEET OR COMPLY WITH THE REQUIREMENTS OF ANY SAFETY CODE, ENVIRONMENTAL LAW, OR REGULATION OF ANY STATE OR FEDERAL AUTHORITY OR JURISDICTION.

This Transfer of Right of Way is expressly made by Grantor and accepted by Grantee without any warranty of title of any kind, oral or written, express or implied, whether existing by common law, by statute, or any other manner. Grantee expressly agrees that the implied covenants set forth in § 5.023 of the Texas Property Code are not applicable to this Transfer of Right of Way.

TO HAVE AND TO HOLD the Tract, together with all and singular the rights and appurtenances thereto in any way belonging, unto said Grantee and Grantee's successors and assigns forever, subject to the limitations and conditions hereinabove stated.

IN TESTIMONY WHEREOF, I have caused the Seal of the State to be affixed.

Executed this the 10th day of May 2022.



Greg Abbott

GREG ABBOTT
GOVERNOR OF TEXAS

Recommended for Approval:

Marc D. Williams

Marc D. Williams, P.E.
Executive Director

Attest:

John Scott

John Scott
Secretary of State

Approved:

Ken Paxton
Attorney General

By:

Catherine R. Fuller

Catherine R. Fuller
Assistant Attorney General

NOTE TO COUNTY CLERK: PROPERTY CODE § 12.006 AUTHORIZES THE RECORDATION OF THIS INSTRUMENT WITHOUT FURTHER ACKNOWLEDGMENT OR PROOF OF THE SIGNATURE OF THE GOVERNOR.

EXHIBIT A

July 8, 2021
Tract One, 3.079-Acres

County: SUTTON
 Highway: OLD US HWY 277 (SPUR ROAD)
 Project Limits: INTERSECTION OF SPUR ROAD/US 277, SOUTH ALONG SPUR RD TO IH-10 R.O.W.
 RCSJ: 0159-06

TRACT ONE
3.079-ACRES

Description of a 3.079-acre tract in the Houston East and West Texas Railway Company Survey No. 86, Abstract No. 846, Block B, Sutton County, Texas; it being the intent of this survey description to remove a portion of the occupied land that is formerly US HWY 277, and formerly State HWY 30, locally known as Spur Road, from the State Highway System and the land North, West, and South of this tract to be retained by the State of Texas. Said 3.079-acres being approximately the east 80 feet of Old US HWY 277 as determined from the Right-of-Way maps and documents for Old US HWY 277 on file at the Texas Department of Transportation, San Angelo District Headquarters in San Angelo, Texas and is more particularly described as follows:

BEGINNING at a 5/8" iron rod found in the east right-of-way line of relocated US HWY 277, in the east right-of-way line of old US HWY 277, at the northwest corner of a 43.9-acre tract conveyed to Jason Surber on July 23, 2018 and recorded in Instrument No. 64588, Official Public Records, Sutton County, Texas; at the southwest corner of a 19.84-acre tract conveyed to James Benson and wife Dianne Benson on March 15, 1993 and recorded in Volume 265, Page 63, Official Public Records, Sutton County, Texas, for the northeast corner of this herein described tract; whence a 5/8" iron rod found in the west line of said Benson Tract bears North 06°41'01" West, 205.41 feet; said place of beginning having surface coordinates of **N=10176252.2000, E=2198848.3750;**

THENCE, South 06°41'01" East, a distance of 529.98 feet, generally along a fence, to a 5/8" iron rod found in the west line of said Surber Tract, in the east line of said Spur Road;

THENCE, South 00°21'21" East, at 381.86 feet passing a point in the east line of said Spur Road, at the southwest corner of said Surber Tract, at the northwest corner of a 15.36-acre tract conveyed to Ronnie Wipff and wife Lynn Wipff on October 29, 2014 and recorded in Instrument No. 62474, Official Public Records, Sutton County, Texas; whence a pipe fence corner post found at the common occupied corner of said Surber Tract and said Wipff Tract bears South 87°29'33" East, 6.18 feet; continuing a total distance of 658.31 feet to a point in the west line of said Wipff Tract, whence a 5/8" iron rod found bears North 71°50'35" East, 0.85 feet, and a 1/2" iron rod found with cap stamped "SKG" bears North 45°57'33" West, 0.31 feet;

THENCE, South 04°11'33" West, a distance of 114.00 feet, generally along a fence, to a 5/8" iron rod found in the west line of said Wipff Tract, in the east line of said Spur Road;

EXHIBIT A

July 8, 2021
Tract One, 3.079-Acres

THENCE, South 04°41'48" West, a distance of 157.83 feet, to a set 5/8" iron rod with aluminum cap marked "TXDOT PROPERTY CORNER" for a westerly southwest corner of said Wipff Tract, in the east line of said Spur Road, at the westerly northwest corner of a 1.27-acre tract described as "Road Tract" in said Wipff Tract, and locally known as Meridian Drive; whence a 1/2" iron pipe found bears South 82°31'00" East, 35.27 feet, and a pipe fence corner post found at the common occupied corner of said Road Tract, and said Wipff Tract bears South 36°14'36" East, 7.63 feet;

THENCE, South 06°12'39" West, a distance of 40.51 feet, to an "X" marked in concrete found at the westerly southwest corner of said Meridian Drive, at the northwest corner of a 2.068-acre tract conveyed to DND Properties, LLC, a Wyoming Limited Liability Company and recorded in Instrument No. 63812, Official Public Records, Sutton County, Texas; line of said Wipff Tract, in the east line of said Spur Road; whence a 1/2" iron pipe found in the south line of said Meridian Drive, north line of said DND Properties Tract bears South 80°04'25" East, 37.24 feet;

THENCE, South 15°19'25" West, a distance of 284.69 feet, to a 1/2" iron rod with cap stamped "SKG" found at an angle corner the west line of said DND Properties Tract, in the east line of said Spur Road, for the southeast corner of this herein described tract;

THENCE, upon and across said Spur Road the following courses and distances:

North 80°05'15" West, a distance of 80.36 feet, to a set 5/8" iron rod with aluminum cap marked "TXDOT PROPERTY CORNER", for the southwest corner of this herein described tract; said 5/8" iron rod having surface coordinates of **N=10174495.5562, E=2198733.6584**;

North 15°19'25" East, a distance of 292.27 feet, to a set 5/8" iron rod with aluminum cap marked "TXDOT PROPERTY CORNER";

North 04°26'53" East, a distance of 293.69 feet, to a set 5/8" iron rod with aluminum cap marked "TXDOT PROPERTY CORNER";

North 00°21'21" West, a distance of 650.71 feet, to a set 5/8" iron rod with aluminum cap marked "TXDOT PROPERTY CORNER";

North 09°16'21" West, a distance of 254.83 feet, to a set 5/8" iron rod with aluminum cap marked "TXDOT PROPERTY CORNER", for the northwest corner of this herein described tract;

North 11°58'34" East, a distance of 286.02 feet, to the place of beginning containing 3.079-acres of land.

EXHIBIT A

July 8, 2021
Tract One, 3.079-Acres

All bearings and coordinates are based on the Texas Coordinate System, Texas Central Zone (4203), Reference frame North American Datum 1983 (2012B CONUS, EPOCH 2010.0000), as determined from global navigation satellite system (GNSS) survey equipment by static, virtual reference system (VRS), Network and or Real Time Kinematic (RTK). All distances and coordinates shown are US Survey Feet using surface adjusted scale factor of 1.00015.

** A parcel plat of even date was prepared in conjunction with this description.

** This survey was done without the benefit of an abstract or title report. Only a limited title search was performed. The instruments shown were reviewed to locate the boundary described therein. No easement or utility research was performed, and there may be other conveyances or interests than those described hereon.

I, Ronny Lackey, a Registered Professional Land Surveyor, hereby certify that the legal description above and the accompanying parcel plat of even date represent an actual survey made on the ground, under my supervision on July 8th, 2021.

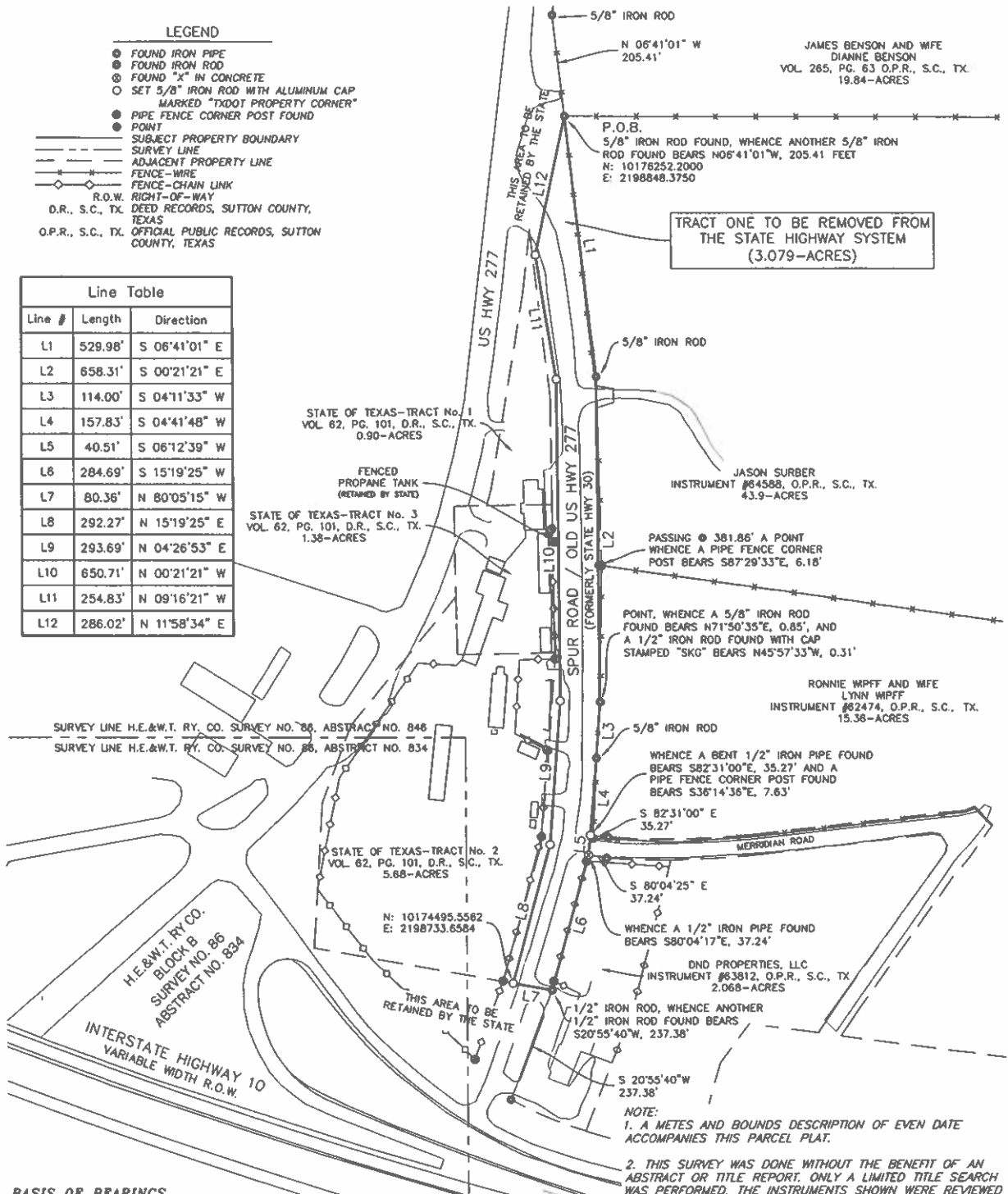


DocuSigned by:
Ronny Lackey
389B0891B8004CS...
Ronny Lackey

LEGEND

- FOUND IRON PIPE
- FOUND IRON ROD
- ⊗ FOUND "X" IN CONCRETE
- SET 5/8" IRON ROD WITH ALUMINUM CAP MARKED "X" DOT PROPERTY CORNER
- PIPE FENCE CORNER POST FOUND
- POINT
- SUBJECT PROPERTY BOUNDARY
- - - SURVEY LINE
- - - ADJACENT PROPERTY LINE
- FENCE—WIRE
- FENCE—CHAIN LINK
- R.O.W. RIGHT-OF-WAY
- D.R., S.C., TX. DEED RECORDS, SUTTON COUNTY, TEXAS
- O.P.R., S.C., TX. OFFICIAL PUBLIC RECORDS, SUTTON COUNTY, TEXAS

Line Table		
Line #	Length	Direction
L1	528.98'	S 06°41'01" E
L2	658.31'	S 00°21'21" E
L3	114.00'	S 04°11'33" W
L4	157.83'	S 04°41'48" W
L5	40.51'	S 06°12'39" W
L6	284.69'	S 15°19'25" W
L7	80.36'	N 80°05'15" W
L8	292.27'	N 15°19'25" E
L9	293.69'	N 04°26'53" E
L10	650.71'	N 00°21'21" W
L11	254.83'	N 09°16'21" W
L12	286.02'	N 11°58'34" E



TRACT ONE TO BE REMOVED FROM THE STATE HIGHWAY SYSTEM (3.079-ACRES)

JAMES BENSON AND WIFE
DIANNE BENSON
VOL. 265, PG. 63 O.P.R., S.C., TX.
19.84-ACRES

JASON SURBER
INSTRUMENT #64588, O.P.R., S.C., TX.
43.9-ACRES

RONNIE WPF AND WIFE
LYNN WPF
INSTRUMENT #62474, O.P.R., S.C., TX.
15.36-ACRES

DND PROPERTIES, LLC
INSTRUMENT #63812, O.P.R., S.C., TX.
2.068-ACRES

STATE OF TEXAS—TRACT No. 1
VOL. 62, PG. 101, D.R., S.C., TX.
0.90-ACRES

STATE OF TEXAS—TRACT No. 3
VOL. 62, PG. 101, D.R., S.C., TX.
1.38-ACRES

STATE OF TEXAS—TRACT No. 2
VOL. 62, PG. 101, D.R., S.C., TX.
5.88-ACRES

SURVEY LINE H.E.&W.T. RY. CO. SURVEY NO. 86, ABSTRACT NO. 846

SURVEY LINE H.E.&W.T. RY. CO. SURVEY NO. 86, ABSTRACT NO. 834

H.E.&W.T. RY. CO.
BLOCK B
SURVEY NO. 86
ABSTRACT NO. 834

INTERSTATE HIGHWAY 10
VARIABLE WIDTH R.O.W.

NOTE:
1. A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PARCEL PLAT.
2. THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF AN ABSTRACT OR TITLE REPORT; ONLY A LIMITED TITLE SEARCH WAS PERFORMED. THE INSTRUMENTS SHOWN WERE REVIEWED TO LOCATE THE BOUNDARY DESCRIBED THEREIN. NO EASEMENT OR UTILITY RESEARCH WAS PERFORMED, AND THERE MAY BE OTHER CONVEYANCES OR INTERESTS THAN THOSE SHOWN ON THIS PLAT.

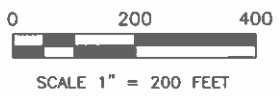
BASIS OF BEARINGS

BEARING BASIS HEREON IS TEXAS COORDINATE SYSTEM, TEXAS CENTRAL ZONE (4203), REFERENCE FRAME NORTH AMERICAN DATUM 1983 (201128 CONUS) (EPOCH 2010.0000), AS DETERMINED FROM GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) SURVEY EQUIPMENT BY STATIC, VIRTUAL REFERENCE SYSTEM (VRS) NETWORK AND OR REAL TIME KINEMATIC (RTK).
DISTANCES SHOWN HEREON ARE US SURVEY FEET USING SURFACE ADJUSTED SCALE FACTOR OF 1.00015.

I, RONNY LACKEY, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS PLAT REPRESENTS THE RESULTS OF A SURVEY MADE ON THE GROUND, UNDER MY SUPERVISION JULY 8, 2021.



DocuSigned by:
Ronny Lackey



Texas Department of Transportation

DISTRICT: 07 SAN ANGELO	SURVEY PLAT OF 3.079-ACRES OUT OF SPUR ROAD (FORMERLY HWY 30 AND FORMERLY US HWY 277) SONORA, TEXAS, SUTTON COUNTY	COUNTY: SUTTON
R.O.W.C.S.J.: 0159-06		SURVEY DATE: JULY 8, 2021

TRACT ONE (3.079-ACRES) TO BE REMOVED FROM THE STATE HIGHWAY SYSTEM