



COMMISSIONERS COURT
SPECIAL SESSION
OF SOMERVELL COUNTY

TO WHOM IT MAY CONCERN:

PURSUANT TO THE TEXAS OPEN MEETINGS ACT, NOTICE IS HEREBY GIVEN THAT A SPECIAL SESSION OF THE COMMISSIONERS COURT OF SOMERVELL COUNTY, TEXAS WILL BE HELD AT:

9:30 AM 28TH DAY OF JANUARY 2019

IN THE COMMISSIONERS COURTROOM IN THE SOMERVELL COUNTY COURTHOUSE ANNEX,

107 N.E. VERNON, GLEN ROSE, TEXAS

**AT WHICH MEETING THE FOLLOWING SUBJECTS WILL BE DISCUSSED
AND THE FOLLOWING MATTERS ACTED UPON:**

AGENDA REQUESTS

1. **COUNTY JUDGE: SOMERVELL COUNTY JUDGE:
DISCUSS/TAKE ACTION ON APPROVAL OF ASSUMPTION WARRANTY DEED
FROM ENDLESS DISCOVERIES CHILD DEVELOPMENT CENTER SERIES, LLC,
TO ENDLESS DISCOVERIES GLEN ROSE, LLC.**
Attachments:
 - DEED (PDF)
2. **COUNTY JUDGE: SOMERVELL COUNTY JUDGE:
APPROVE PER DIEM FOR TORONTO GOLF EXPO FOR DUFF CUNNINGHAM
AND KELLY HARRIS.**
3. **COUNTY JUDGE: HR DIRECTOR/SAFETY:
DISCUSS/APPROVE AUTHORIZED CHANGES TO CREW WORKER POSITION.**
Attachments:
 - DRAFT (DOCX)
4. **COUNTY JUDGE: HR DIRECTOR/SAFETY:
DISCUSS/APPROVE AUTHORIZED CHANGE TO COMPENSATION PLAN.**
Attachments:
 - DOCUMENT 3.01 (DOCX)
5. **COUNTY JUDGE: COMMISSIONER, PRECINCT 2:
DISCUSS/APPROVE AWARDING BALANCE OF BUDGETED SALARY TO GOLF
SUPERINTENDENT.**
6. **COUNTY JUDGE: COMMISSIONER, PRECINCT 4:
DISCUSS/APPROVE SALARY INCREASE FOR ROAD SUPERINTENDENT TO
INCLUDE FX1 DESIGNATION.**
7. **COUNTY JUDGE: SOMERVELL COUNTY JUDGE:
DISCUSS/TAKE ACTION ON CONTRACT PERTAINING TO FENCE AT GOLF
COURSE.**

- 8. COUNTY JUDGE: COMMISSIONER, PRECINCT 2:
DISCUSS/TAKE ACTION ON FORMING A TEX POOL ACCOUNT FOR GOLF CART
REPLACEMENTS WITH A \$5.00 AMOUNT RETAINED FOR EACH GOLF CART
USED PER PLAY.**
- 9. COUNTY JUDGE: COUNTY AUDITOR:
APPROVE BUDGET TRANSFERS.**
- 10. COUNTY JUDGE: COUNTY AUDITOR:
APPROVE COUNTY BILLS.**
- 11. COUNTY JUDGE: SOMERVELL COUNTY JUDGE:
ADJOURN MEETING.**

After recording, return to:
 Endless Discoveries Glen Rose
 200 Commerce St.
 Glen Rose, TX 76043

For County Recorder's Use:

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

ASSUMPTION WARRANTY DEED

DATE: _____, 2019

GRANTOR: **ENDLESS DISCOVERIES CHILD DEVELOPMENT CENTER SERIES, LLC
 f/k/a ENDLESS DISCOVERIES CHILD DEVELOPMENT CENTER, LLC**

GRANTOR'S ADDRESS: 200 Commerce St., Glen Rose, TX 76043

GRANTEE: **ENDLESS DISCOVERIES' GLEN ROSE, a series LLC of ENDLESS
 DISCOVERIES CHILD DEVELOPMENT CENTER SERIES, LLC**

GRANTEE'S ADDRESS: 200 Commerce St., Glen Rose, TX 76043

CONSIDERATION: Grantee's assumption and performance of all obligations, covenants and agreements of the Business contained in that certain Somervell County Economic Development Program Project Agreement by and between Somervell County, Texas, and Endless Discoveries Child Development Center, LLC ("Project Agreement"), dated March 27, 2018, and recorded under County Clerk's File No. 20180466 of the Official Public Records of Somervell County, Texas.

PROPERTY (including all improvements, and all rights, titles, estates, powers and privileges appurtenant to or benefitting the Property):

Lot Five (5), Block 4A, Gibbs Industrial Park, (Third Filing), according to the plat thereof as recorded in Volume 53, Page 268 of the Somervell County Deed Records, being a part of Block 44 and 45 of the Milam County School Land Survey, A-136 in Somervell County, Texas, and containing approximately 2.48 acres (hereinafter "Property").

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

This conveyance is made and accepted subject to all restrictions, covenants, mineral or royalty conveyances or reservations and easements, if any, relating to

the Property, but only to the extent that they are still in force and effect and are visible, apparent, or shown of record in the hereinabove mentioned County and State and to all zoning laws, regulations, and ordinances of municipal or other governmental authorities, if any, relating to the Property. THIS PROPERTY IS SUBJECT TO THE DEED RESTRICTIONS GOVERNING THE GIBBS INDUSTRIAL PARK. SUCH RESTRICTIONS RUN WITH THE LAND.

Reversionary right retained in that certain deed, dated March 27, 2018, from Somervell County, Texas, as grantor, to Grantor, as grantee, and recorded under County Clerk's File No. 20180465 of the Official Public Records of Somervell County, Texas

This Property was conveyed to Grantor as part of an economic development project under the Economic Development Program of Somervell County, Texas. As an incentive for development of economic development project, Somervell County, Texas, provided Grantor with an economic development grant in the form of a credit towards the purchase price of the Property. Grantor's obligations in return for the grant are contained in the Project Agreement. Under the Project Agreement, Grantor agreed, and Grantee hereby agrees, to:

Develop and use the Property for commercial operations;

Make taxable improvements of at least \$500,000 to the Property in the form of commercial facilities and support areas, and such improvements must be completed within thirty-six (36) months of transfer of title;

Make taxable personal property investment of at least \$350,000 for the Property's operations, which operations must commence within twelve (12) months or transfer of title. The Business must also commit to invest at least another \$50,000 for taxable personal property/equipment within the first five (5) years or operations; and

Assure that the commercial/manufacturing operations must employ at least five (5) full-time employees within the first year of operations, and have a local annual payroll of at least \$250,000 in the first year of operations.

("Project").

This deed and conveyance is subject to the reversionary right retained in that certain deed, dated March 27, 2018, from Somervell County, Texas, as grantor, to Grantor, as grantee, and recorded under County Clerk's File No. 20180465 of the Official Public Records of Somervell County, Texas. Should Grantee materially default under the Project Agreement, Somervell County, Texas, may demand, on 30 day's written notice, that the Property be conveyed back to Somervell County, Texas, by the Grantee, and Grantee shall comply, unless the Grantee pays over to Somervell County, Texas, \$50,000 within the 30

day period. If Somervell County, Texas, is required to take legal action against Grantee to enforce the reversion of title, Grantee shall be liable for, and must pay to Somervell County, Texas, the reasonable and necessary attorney's fees, costs of court and expert fees incurred by Somervell County, Texas. THIS REVERSIONARY CLAUSE RUNS WITH THE LAND AND IS BINDING ON ALL FUTURE PURCHASERS OR ASSIGNS.

IF GRANTEE FULLY PERFORMS UNDER THE PROJECT AGREEMENT FOR ITS FULL TERM, SOMERVELL COUNTY, TEXAS, UPON REQUEST, SHALL FILE A RELEASE OF THE REVERSIONARY RIGHT RETAINED, IN THE OFFICIAL PUBLIC RECORDS OF SOMERVELL COUNTY, TEXAS AND SHALL FILE A RELEASE OF THE VENDOR'S LIEN RETAINED, IN THE OFFICIAL PUBLIC RECORDS OF SOMERVELL COUNTY, TEXAS.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor, Grantor's heirs, executors, administrators, successors, and assigns to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

When the context requires, singular nouns and pronouns include the plural.

ENDLESS DISCOVERIES CHILD
DEVELOPMENT CENTER SERIES, LLC

by _____
Kristin Carnes, Manager

ASSUMPTION AND ACKNOWLEDGMENT BY GRANTEE. Grantee assumes and promises performance of all obligations, covenants and agreements of the Business contained in that certain Somervell County Economic Development Program Project Agreement by and between Somervell County, Texas, and Endless Discoveries Child Development Center, LLC ("Project Agreement"), dated March 27, 2018, and recorded under County Clerk's File No. 20180466 of the Official Public Records of Somervell County, Texas. Further, Grantee acknowledges the hereinabove described reversionary right (and all of its terms and conditions) in favor of Somervell County, Texas.

Attachment: Deed (4791 : Warranty Deed)

ENDLESS DISCOVERIES GLEN ROSE,
a series LLC of ENDLESS DISCOVERIES
CHILD DEVELOPMENT CENTER SERIES, LLC

by _____
Kristin Carnes, Manager

APPROVED BY:

SOMERVELL COUNTY, TEXAS

by _____
Hon. Danny L. Chambers
Judge, Somervell County, Texas

STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me on _____, 2019, by
Kristin Carnes, Manager of ENDLESS DISCOVERIES CHILD DEVELOPMENT CENTER
SERIES, LLC, and of ENDLESS DISCOVERIES GLEN ROSE, a series LLC of ENDLESS
DISCOVERIES CHILD DEVELOPMENT CENTER SERIES, LLC.

NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me on _____, 2019, by Hon.
Danny L. Chambers, Judge, Somervell County, Texas, on behalf of Somervell County,
Texas.

NOTARY PUBLIC, STATE OF TEXAS

Attachment: Deed (4791 : Warranty Deed)

PREPARED IN THE LAW OFFICE OF
ALBRIGHT & LUMPKIN, PC/vs
13410 HOLLY PARK DR.
HOUSTON, TEXAS 77015
TEL: 713-455-6661
FAX: 832-659-0314
EMAIL: dennis@dennisalbright.com

Attachment: Deed (4791 : Warranty Deed)

**SOMERVELL COUNTY
JOB DESCRIPTION**

JOB TITLE: Crew Supervisor EFFECTIVE: TBD
 SUPERVISOR: Public Events Director STATUS: Non-Exempt
 DEPARTMENT: Public Events

POSITION SUMMARY:

Supervises the cleaning of Public Event facilities. Oversees event set up, break down and customer services during events. Supervises Crew Workers and directs temporary cleaning staff.

ESSENTIAL FUNCTIONS:

- Supervises full time, part time and contracted crew workers in cleaning after events.
- Drives lift equipment, tractors and cleaning machines.
- Sets up events including tables, chairs, portable staging, animal pens, fencing, etc.
- Maintains custodial supplies inventory.
- Coordinates with event and maintenance staff.
- Prepares arena dirt to meet show requirements.
- Attend work consistently and punctually.
- Work appropriately with others.
- Work well with supervision receiving instructions / feedback, coaching / counseling and / or action / discipline.
- Adhere to all policies and procedures of Somervell County.

ADDITIONAL POSITION RESPONSIBILITIES:

- Other duties as assigned.

MINIMUM QUALIFICATIONS:

- Possession of a valid Texas Driver's License.
- Ability to read and comprehend simple instructions, short correspondence, and memos.
- Ability to effectively present information in one-on-one and small group situations to other employees of the organization.
- Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals.

PREFERRED EXPERIENCE:

PHYSICAL DEMANDS:

Minimal – Standing, climbing, and overhead reaching.

Moderate – Kneeling / squatting, reaching, driving, and fork lift / other heavy machinery operation.

Extensive – Standing, bending / stooping, pushing / pulling, walking, climbing, grasping / squeezing, wrist flexion / extension, and hand tool use / manual and power.

Moving – 51 to 75 lbs.

**SOMERVELL COUNTY
JOB DESCRIPTION**

ENVIRONMENTAL FACTORS:

Extensive – Extreme cold, extreme heat, noise, vibration, exposure to dust / gas / fumes / steam / chemicals, work outdoors, walking on uneven ground, work at heights, working around moving machinery, and protective equipment required.

DRAFT

Attachment: Draft (4784 : Crew Chief)

3.01 COMPENSATION PLAN	TBD
	Page 1 of 1

The Section Below Does Not
Apply To Enterprise Fund Departments

The Somervell County Compensation Plan is a Commissioners’ Court approved system of salary grades and steps within each grade. The pay grade is generally defined by the level of the responsibilities performed within the job description of the position and the authority exercised by the position. The steps within each grade are representative of the length of time the employee has performed the job for the county.

The primary purpose of the Compensation Plan is to establish a comprehensive system ensuring fairness and similar pay structures across different positions within a variety of work units and job functions. To that end, the county has based the Compensation Plan on a salary survey of similar positions in applicable surrounding counties.

In order to ensure pay equity, the Somervell County Commissioners’ Court will assess all current and future position pay grades or salaries on the most current salary survey implemented and the pay philosophy adopted for that survey. Salary surveys will be performed by the Human Resource Department. Salary surveys will be performed every two years, or earlier if requested by the court.



Attachment: Document 3.01 (4787 : Compensation)