

# Agenda of Special Called

## The Board of Trustees Florence Independent School District

A Special Called of the Board of Trustees of Florence Independent School District will be held February 18, 2025, beginning at 7:30 AM in the FISD Administration Building, 306 College Ave, Florence, TX 76527.

Videoconference Notice: A quorum of the Board of Trustees will be physically present at the Florence High School Library, 401 FM 970, Florence, Texas 76527, and it is the intent to have a quorum of the Board present at that location. Pursuant to Texas Government Code 551.127 if a quorum of the Board is physically present at the designated location, other Trustees may attend and participate in this meeting via videoconference.

In accordance with the Texas Open Meetings Act, the board may enter into closed session at any time during deliberations pursuant to TOMA Governance Code Sections.

- 551.071 (consultation with attorney):
- 551.072 (deliberation regarding real property):
- 551.073 (deliberation regarding prospective gift):
- 551.074 (personnel matters):
- 551.076 (deliberation regarding security devices):
- 551.082 (discipline of student or complaints against employees):
- 551.083 (consultation with representative of employee group): and
- 551.084 (excluding witnesses from board investigation):

When appropriate the board may provide a brief clarification of board actions (not exceeding five minutes) immediately prior to closed session and/or prior to adjournment.

The subjects to be discussed or considered or upon which any formal action may be taken are listed below. Items do not have to be taken in the same order as shown on this meeting notice.

- I. **Call To Order**
- II. **Regular Business: Consideration, Discussion and Appropriate Action**
  - II.A. Consideration and Possible Action to Approve an Easement and a Facilities Extension Agreement with Oncor Electric Delivery Company LLC  
**Presenter:** Rick Kirkpatrick
- III. **Adjournment**

PT #: 2025-0576  
District: KRT/RRK  
WO #: 23093322  
ER #: \_\_\_\_\_

**EASEMENT AND RIGHT OF WAY**

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

That **BOARD OF TRUSTEES OF FLORENCE INDEPENDENT SCHOOL DISTRICT**, hereinafter called "Grantor," whether one or more, for and in consideration of Ten Dollars (\$10.00) and other valuable consideration to Grantor in hand paid by **Oncor Electric Delivery Company LLC, a Delaware limited liability company**, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202-1234, hereinafter referred to as "Grantee," has granted, sold and conveyed and by these presents does grant, sell and convey unto said Grantee, its successors and assigns, an easement and right-of-way for overhead and/or underground electric supply and communications facilities, consisting of a variable number of wires and cables, supporting structures, surface mounted equipment, conduits and all necessary or desirable appurtenances over, under, through, across and upon Grantor's land described as follows:

**SEE EXHIBIT "A" (ATTACHED).**

Grantor recognizes that the general course of said lines, or the metes and bounds as described above, is based on preliminary surveys only, and Grantor hereby agrees that the easement and right-of-way and its general dimensions hereby granted shall apply to the actual location of said lines when constructed.

Together with the right of ingress and egress along and upon said easement and right-of-way and over and across Grantor's adjoining properties for the purpose of and with the right to construct, maintain, operate, repair, remove, replace, reconstruct, abandon in place, and to change the size and capacity of said facilities; the right to relocate said facilities in the same relative direction of said facilities; the right to relocate said facilities in the same relative position to any adjacent road if and as such is widened in the future; the right to lease wire space for the purpose of permitting others to string or lay wire or cable along said facilities; the right to prevent excavation within the easement area; the right to prevent construction of, within the easement area, any and all buildings, structures or other obstructions which, in the sole judgment of Grantee, may endanger or interfere with the efficiency, safety, and/or convenient operation of said facilities and their appurtenances and the right to trim or remove trees or shrubbery within, but not limited to, said easement area, including by use of herbicides or other similar chemicals approved by the U.S. Environmental Protection Agency, to the extent in the sole judgment of Grantee, as may be necessary to prevent possible interference with the operation of said facilities or to remove possible hazard thereto. Grantor shall not make changes in grade, elevation or contour of the land or impound water within the easement area as described above without prior written consent of Grantee.

Grantor reserves the right to use the land within the above described easement area for purposes not inconsistent with Grantee's use of such property, provided such use shall not, in the sole judgment of Grantee, interfere with the exercise by Grantee of the rights hereby granted.

TO HAVE AND TO HOLD the above described easement and right-of-way unto the said Grantee, its successors and assigns, until all of said electric lines and facilities shall be abandoned, and in that event said easement and right-of-way shall cease and all rights herein granted shall terminate and revert to Grantor or Grantor's heirs, successors or assigns, and legal representatives, and Grantor hereby binds Grantor and Grantor's heirs, successors, assigns, and legal representatives, to warrant and forever defend the above described easement and right-of-way unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Grantor: **BOARD OF TRUSTEES OF FLORENCE INDEPENDENT SCHOOL DISTRICT**

By: \_\_\_\_\_  
Printed Name: Edward Navarette  
Title: Board President

**Acknowledgement**

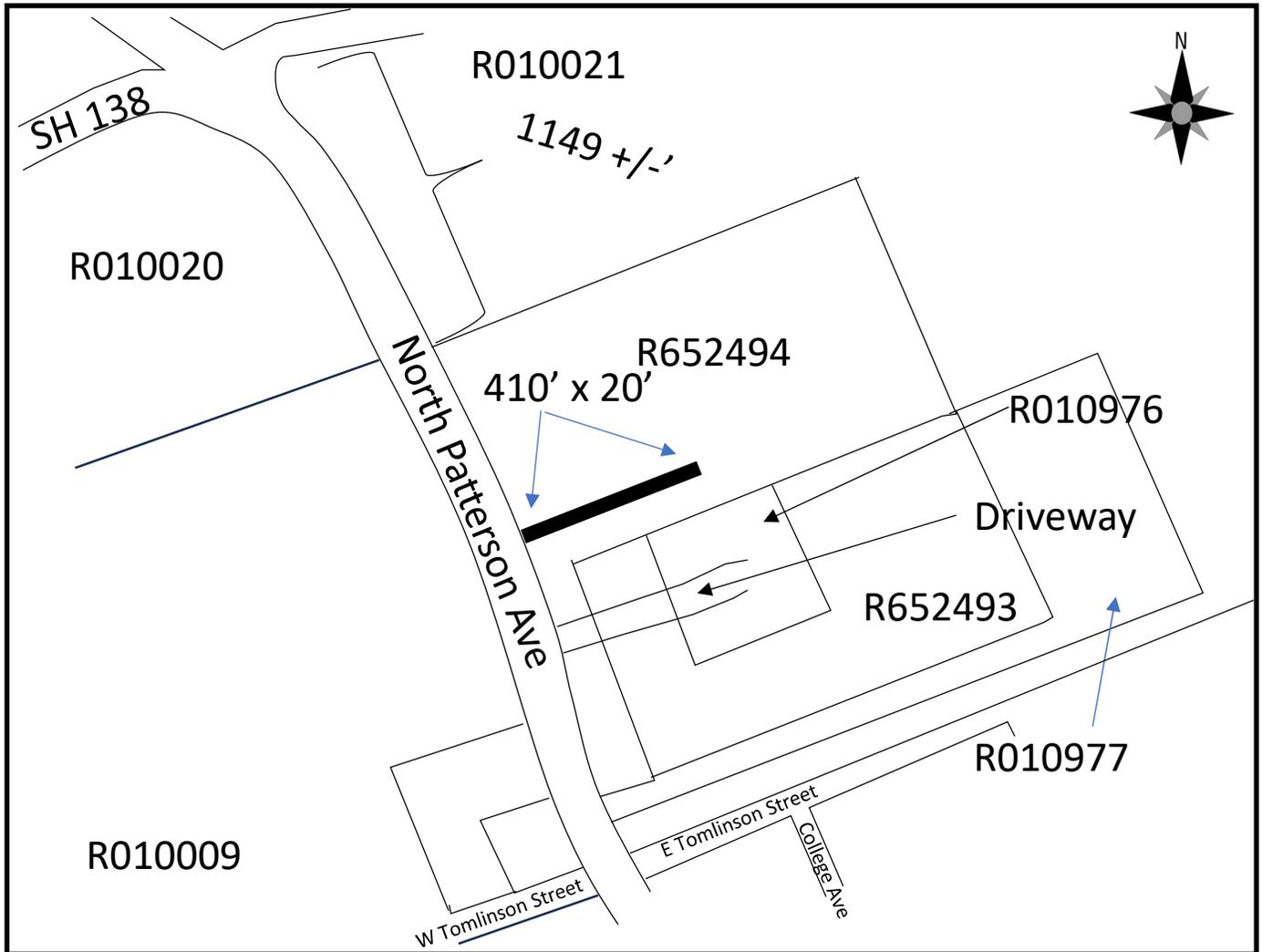
STATE OF TEXAS                   §  
  §  
COUNTY OF \_\_\_\_\_       §

BEFORE ME, the undersigned authority, on this day personally appeared **Edward Navarette**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of **BOARD OF TRUSTEES OF FLORENCE INDEPENDENT SCHOOL DISTRICT**, as the **Board President** thereof, for the purposes and consideration therein expressed, in the capacity therein stated and that he is authorized to do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2025.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_

# EXHIBIT "A"



The intent of this Exhibit is for the Grantor to recognize that the general course of said easement area as described above agrees that the easement and right-of-way and its general dimensions hereby granted shall apply to the actual location of said line(s) when constructed.

**Grantor(s):** Board of Trustees of Florence Independent School District

**Instrument #:** 2023052074      **Volume:** \_\_\_\_\_      **Page:** \_\_\_\_\_

**Survey:** J. Hornsby      **Abstract:** A-285

**City:** Florence      **County:** Williamson

**WO#:** 23093322      **District:** KRT/RRK

LEGEND	
20' Oncor Easement	



6.3.1 Facilities Extension Agreement

WO Number : 23093322  
Off-Site ID : 2023-2593  
Document ID : 7127  
Premise Number : \_\_\_\_\_  
District : HUT  
Region : Hutto

This Agreement is made between Florence ISD, hereinafter called "Customer" and Oncor Electric Delivery Company LLC, a Delaware limited liability company, hereinafter called "Company" for the extension of Company Delivery System facilities, as hereinafter described, to the following location 802 N Patterson Ave Florence, TX 76527.

The Company has received a request for the extension of (check all that apply):

**STANDARD DELIVERY SYSTEM FACILITIES TO NON-RESIDENTIAL DEVELOPMENT**

Company shall extend standard Delivery System facilities necessary to serve Customer's estimated maximum demand requirement of 655 kW ("Contract kW"). The Delivery System facilities installed hereunder will be of character commonly described as 277/480V volt, 3 phase, at 60 hertz, with reasonable variation to be allowed.

**STANDARD DELIVERY SYSTEM FACILITIES TO RESIDENTIAL DEVELOPMENT**

Company shall extend standard Delivery System facilities necessary to serve:

\_\_\_\_\_ All-electric residential lot(s)/apartment units, or

\_\_\_\_\_ Electric and gas residential lot(s)/apartment units.

The Delivery System facilities installed hereunder will be of the character commonly described as \_\_\_\_\_ volt, \_\_\_\_\_ phase, at 60 hertz, with reasonable variation to be allowed.

**NON-STANDARD DELIVERY SYSTEM FACILITIES**

Non-Standard kW \_\_\_\_\_

Company shall extend/install the following non-standard facilities.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ARTICLE I - PAYMENT BY CUSTOMER**

At the time of acceptance of this Agreement by Customer, Customer will pay to Company \$0 Dollars as payment for the Customer's portion of the cost of the extension of Company facilities, in accordance with Company's Facilities Extension Policy, such payment to be and remain the property of the Company.

**ARTICLE II - NON-UTILIZATION CLAUSE FOR STANDARD DELIVERY SYSTEM FACILITIES**

This Article II applies only to the installation of standard Delivery System facilities.

- a. The amount of Contribution in Aid of Construction ("CIAC") to be paid by Customer under Article I above is calculated based on the estimated data (i.e., Contract kW or number and type of lots/units) supplied by Customer and specified above. Company will conduct a review of the actual load or number and type of lots/units at the designated location to determine the accuracy of the estimated data supplied by Customer. If, within four (4) years after Company completes the extension of Delivery System facilities, the estimated load as measured by actual maximum kW billing demand at said location has not materialized or the estimated number and type of dwelling units/lots at said location have not been substantially completed, Company may, at its sole discretion, re-calculate the CIAC based on actual maximum kW billing demand realized or the number and type of substantially completed dwelling units/lots, or extend the four (4) year time frame. Company will work with Customer to determine whether recalculating the CIAC is appropriate. For purposes of this Agreement, a dwelling unit/lot shall be deemed substantially completed upon the installation of a meter. The installation of a meter in connection with Temporary Delivery Service does not constitute substantial completion.
- b. Customer will pay to Company a "non-utilization charge" in an amount equal to the difference between the re-calculated CIAC amount and the amount paid by Customer under Article I, above. Company's invoice to Customer for such "non-utilization charge" is due and payable within fifteen (15) days after the date of the invoice.
- c. Customer will, prior to or contemporaneous with signing this Agreement, or as soon thereafter as reasonably possible, supply a load profile or load ramp document in support of the Contract kW set out above.

### **ARTICLE III - TITLE AND OWNERSHIP**

Company at all times shall have title to and complete ownership and control over the Delivery System facilities extended under this Agreement.

Once any rights-of way or easements have been procured, regardless of the passage of time and the level of activity, the Company never intends to abandon any rights-of-way or easements unless the Company specifically states, in writing, the intention to do so, and the Company then takes additional specific affirmative action to effectuate the abandonment.

### **ARTICLE IV - GENERAL CONDITIONS**

Delivery service is not provided under this Agreement. However, Customer understands that, as a result of the installation provided for in this Agreement, the Delivery of Electric Power and Energy by Company to the specified location will be provided in accordance with Rate Schedule Secondary Service Greater Than 10kW, which may from time to time be amended or succeeded.

This Agreement supersedes all previous agreements or representations, either written or oral, between Company and Customer made with respect to the matters herein contained, and when duly executed constitutes the agreement between the parties hereto and is not binding upon Company unless and until signed by one of its duly authorized representatives.

### **ARTICLE V - DISCLOSURE**

Customer has disclosed to Company all underground facilities owned by Customer or any other party that is not a public utility or governmental entity, that are located within real property owned by Customer. In the event that Customer has failed to do so, or in the event of the existence of such facilities of which Customer has no knowledge, Company, its agents and contractors, shall have no liability, of any nature whatsoever, to Customer, or Customer's agents or assignees, for any actual or consequential damages resulting directly or indirectly from damage to such undisclosed or unknown facilities. Number of meters: 1

### **ARTICLE VI - PROHIBITION ON AGREEMENT WITH CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE**

Customer represents and warrants that it does not meet any of the ownership, control, or headquarters criteria listed in Lone Star Infrastructure Protection Act, Chapter 117 of the Texas Business and Commerce Code (relating to China, Iran, North Korea, Russia, and any other country designated by the Texas Governor as a threat to critical infrastructure).

**ARTICLE VII - OTHER SPECIAL CONDITIONS**

i. (i) Customer shall implement, to the extent reasonably practicable, the practice outlined in IEEE 519-2014, Recommended Practice and Requirements for Harmonic Control in Electric Power Systems, or any successor IEEE standard. If Oncor determines that a customer has created excessive harmonics that causes or are reasonably likely to cause another customer to receive unsafe, unreliable or inadequate electric service, Oncor will follow the process outlined in PUCT Substantive Rule § 25.51, Power Quality, to remedy the effects of the harmonics issue. (ii) Customer agrees, upon Company construction completion, within 90 days to accept service by applying with a Retail Electric Provider and initiating a MOVE IN for a meter set. If meter set is not established then Customer will forfeit this agreement and will be required to resubmit their request. All capacity associated with agreement shall be available for other request. (iii) Customer acknowledges and agrees that in the event that (i) Customer elects not to have the Delivery System facilities installed, or (ii) the Delivery System facilities are not installed for any reason through no fault of Company, Customer agrees to reimburse Company for all costs and expenses incurred by Company in connection with this Agreement, including but not limited to costs for the equipment necessary to construct the Delivery System facilities. Such payment shall be made within 30 days of delivery by Company of documentation evidencing the amount of reimbursement due the Company. (iv) All easements shall be granted & conveyed to Company Prior to any of Company's facilities, equipment, or infrastructure being placed on Customer's private property. (v) Motor Starting Restrictions: n/a (vi) Company and Customer agree that neither Article VI of this Agreement, nor the statutory provisions cited therein, apply to this Agreement, and by signing this Agreement Customer is making no representations or warranties under Article VI.

ACCEPTED BY COMPANY:

ACCEPTED BY CUSTOMER:

Oncor Electric Delivery Company LLC

\_\_\_\_\_  
Customer / Company Name

\_\_\_\_\_  
Oncor Representative Signature

\_\_\_\_\_  
Customer Representative Signature

\_\_\_\_\_  
Oncor Representative Printed Name

\_\_\_\_\_  
Customer Representative Printed Name

\_\_\_\_\_  
Oncor Representative Title

\_\_\_\_\_  
Customer Representative Title

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed