

**NOTICE TO THE PUBLIC**  
**WILLIAMSON COUNTY COMMISSIONERS COURT**  
**May 12, 2020**  
**9:30 A.M.**

The Commissioners Court of Williamson County, Texas will meet in regular session in the Commissioners Courtroom, 710 Main Street, in Georgetown, Texas to consider the following items:

**Virtual Meeting Notice:** Pursuant to the suspension of various provisions of the Texas Open Meetings Act implemented by Governor Greg Abbott on March 16, 2020 due to the Coronavirus Disease (COVID-19), the Williamson County Commissioners Court will be conducting its meeting virtually by video/audio conferencing. Members of the public may watch the virtual meeting live by going to <http://www.wilco.org/livemeetings>. Members of the public who wish to address the Commissioners Court during the Public Comment Period or on a particular agenda item may do so, in person, at the Williamson County Courthouse, 710 Main Street, Georgetown, Texas, pursuant to the Rules of Procedure, Conduct, and Decorum at Meetings of the Williamson County Commissioners Court. Pursuant to Governor Greg Abbott's Executive Order GA-18, every person in Texas shall minimize social gatherings and minimize in-person contact with people not in the same household and, in accordance with Texas Department of State Health Services (DSHS) guidance, individuals should maintain 6 feet separation, self-screen before going into a business for Coronavirus Disease (COVID-19) symptoms, wash or disinfect hands upon entering a business and after any interaction with employees or others, wear cloth face coverings when entering a business or when coming within 6 feet of a non-household member, consider wearing cloth face coverings (over the nose and mouth) when entering a business, or when within 6 feet of another person who is not a member of the individual's household, and, if available, individuals should consider wearing non-medical grade face masks.

1. Review and approval of minutes.
2. Hear County Auditor concerning invoices, bills, Quick Check Report, wire transfers and electronic payments submitted for payment and take appropriate action including, but not limited to approval for payment provided said items are found by the County Auditor to be legal obligations of the county.
3. Public Comment Period. The Commissioners Court will conduct a Public Comment Period to allow members of the public to address the Court regarding matters pertaining to or affecting Williamson County but that do not appear as an Agenda Item on a meeting's Agenda. During such Public Comment Period, speakers shall be limited to a maximum of two (2) minutes to make his/her remarks and the maximum overall discussion time allowed for the Public Comment Period, regardless of the number of members of the public wishing to address the Court during such period, shall be limited to ten (10) minutes. Speaking time, to the extent possible, will be evenly allocated among speakers should more than five (5) speakers desire to speak during the Public Comment Period. Please note that the members of the Court may not comment at the meeting about matters that are not on the agenda.

## CONSENT AGENDA

The Consent Agenda includes non-controversial and routine items that the Court may act on with one single vote. The Judge or a Commissioner may pull any item from the consent agenda in order that the court discuss and act upon it individually as part of the Regular Agenda.

( Items 4 – 6 )

4. Discuss, consider, and take appropriate action on ratifying the purchase of Antibody Test Kits from Front Line Mobile Health in the amount of \$6,887.50 to support the Williamson County EMS Department, and exempting this purchase from the competitive bidding requirements per Texas Local Government Code Section 262.024.(a)(2).
5. Discuss, consider and take appropriate action on ratifying the purchase of 100 protective shields from ES&S in the amount of \$16,855 to support the Williamson County Elections Department operations, and authorizing execution of the sales order.
6. Discuss, consider, and take appropriate action on ratifying the purchase for the installation of tempered glass at various Justice Center departments in the amount of \$8,352.64 and exempting this purchase from the competitive bidding requirements per Texas Local Government Code Section 262.024.(a)(2) and authorizing the execution of the FEMA addendum.

## REGULAR AGENDA

7. Discuss, consider and take appropriate action on purchases and/or actions related to fully reopening of County offices related to COVID-19.

## EXECUTIVE SESSION

***"The Commissioners Court for Williamson County reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultations with Attorney), 551.072 (Deliberations regarding Real Property), 551.073 (Deliberations regarding Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations regarding Security Devices) and 551.087 (Deliberations regarding Economic Development Negotiations)."***

8. Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)
  - A. Real Estate Owned by Third Parties
    - Preliminary discussions relating to proposed or potential purchase or lease of property owned by third parties
    - a) Discuss the acquisition of real property for SW 183 and SH 29 Loop.
    - b) Discuss the acquisition of real property for CR 176 at RM 2243
    - c) Discuss the acquisition of real property: O'Connor Signal Project
    - d) Discuss the acquisition of real property: CR 200
    - e) Discuss the acquisition of real property for County Facilities.

- f) Discuss the acquisition of real property for Seward Junction SE and SW Loop.
- g) Discuss the acquisition of real property for SH 29 @ DB Wood.
- h) Discuss the acquisition of real property for Hairy Man Rd.
- i) Discuss the acquisition of real property for N. Mays.
- j) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.
- k) Discuss the acquisition of real property for CR 111.
- l) Discuss the acquisition of real property for Corridor H
- m) Discuss the acquisition of real property for future SH 29 corridor.
- n) Discuss the acquisition of real property for the expansion of Ronald Reagan at IH 35.
- o) Discuss the acquisition of right-of-way for Corridor C.
- p) Discuss the acquisition of right-of-way for Corridor F.
- q) Discuss the acquisition of right-of-way for Corridor D.
- r) Discuss the acquisition of right-of-way for SE Loop/Corridor A.
- s) Discuss the acquisition of right-of-way for Reagan extension.
- t) Discuss the acquisition of right of way for the Great Oaks Bridge Project.
- u) Discuss the acquisition of real property for the Brushy Creek Trail Project.
- v) Discuss the acquisition of real property in conjunction with WCCF for potential parkland/bird habitat.
- x) Discuss the acquisition of drainage/detention easements for real property North of WMCO Juvenile Detention Center
- y) Discuss the acquisition of the MKT Right of Way
- B. Property or Real Estate owned by Williamson County
  - Preliminary discussions relating to proposed or potential sale or lease of property owned by the County
    - a) Discuss County owned real estate containing underground water rights and interests.
    - b) Discuss possible sale of +/- 10 acres located on Chandler Road near the County Sheriff's Office Training Facility
    - c) Potential governmental uses for 8th Street downtown parking lot
    - d) Discuss possible uses of property owned by Williamson County on Main St. between 3rd and 4th Streets. (formerly occupied by WCCHD)
    - e) Discuss property usage at Longhorn Junction
    - f) Discuss sale of excess 183A right of way to abutting property owner.
    - g) Discuss the sale of excess ROW at San Gabriel Parkway and Mel Mathis Ave.
    - h) Discuss Blue Springs Boulevard
    - i) Discuss county owned property located at Ed Schmidt Boulevard Hutto, Texas
- C. Consider intervention in lawsuit regarding de-listing of Bone Cave harvestman.
- D. Discuss the possible placement of agricultural-related monuments at the Williamson County Exposition Center with the participation of third parties.
- E. Discuss the Williamson County Reimbursement Agreement for Construction of San Gabriel Blvd. and New Hope Road with the City of Leander and TIRZ #1

**9. Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087:**

- a) Business prospect(s) that may locate or expand within Williamson County.
- b) Wolf Lakes
- c) Flint Hill Resources-Taylor Fuel Storage Terminal on CR 366
- d) Project Deliver
- e) Project Advantage

- f) Project Cedar
- g) Project Expansion
- h) Project Arcos
- i) Project Woods
- j) Project Co-Op
- k) Project Liberty

**10.** Discuss pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.), including the following:

- a) Litigation or claims or potential litigation or claims against the County or by the County
- b) Status Update-Pending Cases or Claims;
- c) Employee/personnel related matters
- d) Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.
- e) Civil Action; American Stewards of Liberty, et al. v. Sally Jewell, et al., In the Western District Court, Western District of Texas, Austin Division
- f) Case No. 1:17-cv-00290, Rodney A. Hurdsman v. Williamson County Sheriff Deputies Gleason et al, In The United States District Court For The Western District of Texas – Austin Division.
- g) Application to Obtain New Municipal Solid Waste Permit – Proposed Permit No. 2398 (Applicant - Lealco, Inc.)
- h) Civil Action No. 1:18-CV-49, Troy Mansfield v. Williamson County, In The United States District Court for the Western District of Texas, Austin Division.
- i) Cause No. 18-0903-C425/Court of Appeals Number: 01-19-00025-CV; Dee Hobbs, Williamson County Attorney v. Bill Gravell, Jr., Williamson County Judge, and Terry Cook, Cynthia Long, Valerie Covey and Russ Boles, County Commissioners; In the 425th District Court of Williamson County, Texas
- j) Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al., In the District Court of Williamson County, Texas.
- k) Valerie Adams - EEOC Charge No. 450-2018-03807
- l) Civil Action No. 1:17-cv-01114-LY, Elizabeth Saucedo and Tettus Davis v. Jonathon Hodgkiss, In The United States District Court for the Western District of Texas, Austin Division.
- m) Case No. 19-0466-CC1; Billy Baskett v. Williamson County Sheriff's Office et. al; In the County Court at Law No. 1 of Williamson County, Texas.
- n) BANGL Pipeline Project
- o) Cause No. 1:18-CV-0198; Officer Mary Teague v. Williamson County, Travis County and City of Giddings, In the United States District Court for the Western District of Texas, Austin Division
- p) D-1-GN-19-005511; Brian Johns v. Williamson County, Texas; In the 53rd Judicial District Court of Travis County, Texas
- q) Anthony "Tony" Carter: EEOC Charge No. 451-2019-03927
- r) Case No. 1:19-CV-938-RP; Langham v. Fuentes, et al., in the United States District Court, Western District of Texas, Austin Division.
- s) Discuss Williamson County Subdivision Regulations and Texas Local Government Code Chapter 232.

- t) Civil Action No. 1:19-CV-1163; Amanda McCoy v. Williamson County, Texas et al., In the United States District Court for the Western District of Texas Austin Division.
- u) Claim of Regina Wright.
- v) Law on use of County facilities.
- w) Cause No. 19-0406-C368; Anthony Garcia and Victoria Garcia et al. v. Stephen Wade Freeman et al. v. Wayne Finch et al.; In the 368th District Court of Williamson County, Texas.
- x) Civil Action No. 1:20-CV-00062; Jaivonte Roberts v. Williamson County, Texas et al., In the United States District Court for the Western District of Texas Austin Division.
- y) Case: 1:20-CV-255-LY; Jay Kreper v. Williamson County et al.; In the United States District Court for the Western District of Texas, Austin Division.
- z) Legal matters relating to the use of Williamson County's facilities, vehicles and property by Big Fish Entertainment, LLC, Williamson County Sheriff Robert Chody and other third parties for purposes of filming, producing and/or publishing the television series Live PD or any other type of television series or production.

11. Deliberate the appointment, employment, evaluation, reassignment, duties, discipline and/or dismissal of Williamson County officers, directors, employees and/or positions, including but not limited to conducting deliberation and discussion pertaining to annual reviews of department heads and appointed officials (Executive Session as per Tex. Gov. Code Section 551.074 – Personnel Matters).

#### REGULAR AGENDA (continued)

12. Discuss and take appropriate action concerning economic development.
13. Discuss and take appropriate action concerning real estate.
14. Discuss and take appropriate action on pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters, including the following:
  - a) Litigation or claims or potential litigation or claims against the County or by the County
  - b) Status Update-Pending Cases or Claims;
  - c) Employee/personnel related matters
  - d) Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.
  - e) Civil Action; American Stewards of Liberty, et al. v. Sally Jewell, et al., In the Western District Court, Western District of Texas, Austin Division
  - f) Case No. 1:17-cv-00290, Rodney A. Hurdsman v. Williamson County Sheriff Deputies Gleason et al, In The United States District Court For The Western District of Texas – Austin Division.
  - g) Application to Obtain New Municipal Solid Waste Permit – Proposed Permit No. 2398 (Applicant - Lealco, Inc.)

- h) Civil Action No. 1:18-CV-49, Troy Mansfield v. Williamson County, In The United States District Court for the Western District of Texas, Austin Division.
- i) Cause No. 18-0903-C425/Court of Appeals Number: 01-19-00025-CV; Dee Hobbs, Williamson County Attorney v. Bill Gravell, Jr., Williamson County Judge, and Terry Cook, Cynthia Long, Valerie Covey and Russ Boles, County Commissioners; In the 425th District Court of Williamson County, Texas
- j) Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al., In the District Court of Williamson County, Texas.
- k) Valerie Adams - EEOC Charge No. 450-2018-03807
- l) Civil Action No. 1:17-cv-01114-LY, Elizabeth Saucedo and Tettus Davis v. Jonathon Hodgkiss, In The United States District Court for the Western District of Texas, Austin Division.
- m) Case No. 19-0466-CC1; Billy Baskett v. Williamson County Sheriff's Office et. al; In the County Court at Law No. 1 of Williamson County, Texas.
- n) BANGL Pipeline Project
- o) Cause No. 1:18-CV-0198; Officer Mary Teague v. Williamson County, Travis County and City of Giddings, In the United States District Court for the Western District of Texas, Austin Division
- p) D-1-GN-19-005511; Brian Johns v. Williamson County, Texas; In the 53rd Judicial District Court of Travis County, Texas
- q) Anthony "Tony" Carter: EEOC Charge No. 451-2019-03927
- r) Case No. 1:19-CV-938-RP; Langham v. Fuentes, et al., in the United States District Court, Western District of Texas, Austin Division.
- s) Discuss Williamson County Subdivision Regulations and Texas Local Government Code Chapter 232.
- t) Civil Action No. 1:19-CV-1163; Amanda McCoy v. Williamson County, Texas et al., In the United States District Court for the Western District of Texas Austin Division.
- u) Claim of Regina Wright.
- v) Law on use of County facilities.
- w) Cause No. 19-0406-C368; Anthony Garcia and Victoria Garcia et al. v. Stephen Wade Freeman et al. v. Wayne Finch et al.; In the 368th District Court of Williamson County, Texas.
- x) Civil Action No. 1:20-CV-00062; Jaivonte Roberts v. Williamson County, Texas et al., In the United States District Court for the Western District of Texas Austin Division.
- y) Case: 1:20-CV-255-LY; Jay Kreper v. Williamson County et al.; In the United States District Court for the Western District of Texas, Austin Division.
- z) Legal matters relating to the use of Williamson County's facilities, vehicles and property by Big Fish Entertainment, LLC, Williamson County Sheriff Robert Chody and other third parties for purposes of filming, producing and/or publishing the television series Live PD or any other type of television series or production.

15. Discuss, consider and take appropriate action regarding the appointment, employment, evaluation, reassignment, duties, discipline and/or dismissal of Williamson County officers, directors or employees, including but not limited to any necessary action pertaining to conducting annual reviews of department heads and appointed officials.
16. Comments from Commissioners.

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Bill Gravell, Jr., County Judge

This notice of meeting was posted in the locked box located on the south side of the Williamson County Courthouse, a place readily accessible to the general public at all times, on the 8th day of May 2020 at 5:00 P.M. and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

**Commissioners Court - Regular Session****4.****Meeting Date:** 05/12/2020

Ratification of Antibody Tests PO

**Submitted For:** Randy Barker**Submitted By:** Kerstin Hancock,  
Purchasing**Department:** Purchasing**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider, and take appropriate action on ratifying the purchase of Antibody Test Kits from Front Line Mobile Health in the amount of \$6,887.50 to support the Williamson County EMS Department, and exempting this purchase from the competitive bidding requirements per Texas Local Government Code Section 262.024.(a)(2).

**Background**

On April 28, 2020, the Commissioners Court approved Wilco EMS to have COVID-19 antibody tests performed on all EMS employees that opted to have the test run. The test is \$47.50 a person. The goal is to test 145 people. This agenda item is for the ratification of the Purchase Order and exemption of competitive requirements. The PO was charged to 01.0100.0409.004987. Department Contact: Mike Knipstein.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

documentation

documentation 2

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**Form Review****Inbox****Reviewed By****Date**

Purchasing (Originator)

Randy Barker

05/07/2020 09:52 AM

County Judge Exec Asst.

Andrea Schiele

05/07/2020 10:12 AM

Form Started By: Kerstin Hancock

Started On: 04/29/2020 04:36 PM

Final Approval Date: 05/07/2020



**From:** Mike Knipstein <[MKnipstein@wilco.org](mailto:MKnipstein@wilco.org)>  
**Sent:** Monday, April 27, 2020 11:20 AM  
**To:** Julie Kiley <[jkiley@wilco.org](mailto:jkiley@wilco.org)>  
**Cc:** Chris Connealy <[chris.connealy@wilco.org](mailto:chris.connealy@wilco.org)>; Jeff Jarvis <[jjarvis@wilco.org](mailto:jjarvis@wilco.org)>  
**Subject:** RE: Request for testing funds...

Julie,

The test is \$47.50 a person. We would have 145 people to test so the total would be \$6,887.50. This would be an optional test for our paramedics. I am guessing most will want the test so the number includes all of our medics. I am not sure if SO would be interested in this testing or not.

Here is the reason for testing.

It will be one additional piece of information available to the Judge and local businesses about when we can safely move to the next phase of re-opening.

We are looking at testing for presence of IgG antibodies, the kind that develop after exposure to SARS-CoV-2 and, most importantly, after acute infection. This is a marker for who has had and recovered from the disease. We will also be conducting symptom surveys on everyone tested. This way, we can determine if they had a "silent infection".

We want to do this for all first responders in the County. This will give us an idea of the extent to which the virus has penetrated into those tasked with keeping our citizens safe. While we don't yet have scientific proof that IgG grants immunity, we do clearly know that lack of IgG doesn't. Therefore, if there are very few of our responders who test positive for prior exposure, we will be pretty susceptible to a future outbreak.

We would use this information along with the PCR testing from AIT that we are doing on symptomatic individuals now. The PCR testing tells us about active infection and is used to isolate that person from others. The antibody test help us understand about how far the virus has spread in this vital community.

We would use this information in conjunction with wide spread public testing for active infections. This will allow us to make a more informed decision about our community's readiness for the next phase of business re-opening. Think about the antibodies in first responders as analogous to hospital bed capacity.

Please let me know if you need additional information.

Thanks,  
Mike

Williamson County EMS

Director

e: [mknipstein@wilco.org](mailto:mknipstein@wilco.org)

o: 512.943.1224 | c: 512.563.0814



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**From:** Julie Kiley <[jkiley@wilco.org](mailto:jkiley@wilco.org)>  
**Sent:** Monday, April 27, 2020 7:56 AM

**From:** [Blake Skiles](#)  
**To:** [Mike Knipstein](#); [Bruce VanderHaar](#)  
**Subject:** RE: WilCo EMS...  
**Date:** Thursday, April 30, 2020 7:22:10 AM  
**Attachments:** [New Vendor Packet.pdf](#)  
[image003.png](#)

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Mike,

Purchasing does not setup new vendors that is an Audit function. They will need to complete a new vendor packet (attached) and submit that to Accounts Payable using the instruction in the packet.

If an agreement is required I do need to see that so I can get the necessary reviews completed and additional court approval for execution.

Thanks!

Blake S.

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**From:** Mike Knipstein <MKnipstein@wilco.org>  
**Sent:** Thursday, April 30, 2020 7:18 AM  
**To:** Bruce VanderHaar <bruce@frontlinemobilehealth.com>; Blake Skiles <blake.skiles@wilco.org>  
**Subject:** RE: WilCo EMS...

Blake,

On Tuesday the Commissioners Court approved WilCo EMS to have COVID-19 antibody tests performed on all EMS employees that opted to have the test run. Bruce is the contact for Front Line Mobile Health and they will be coordinating the tests.

Can I get you two to work together to get Front Line in the system so that they can bill for the tests. Blake, I'm not sure if there will need to be an agreement with Front Line. Bruce, Blake works in our purchasing department and will let you know everything that is needed.

Bruce, once everything is completed I will be your contact at WilCo EMS to begin testing. Please let me know if you need anything from me.

Thanks,  
Mike

[Williamson County EMS](#)

Director

e: [mknipstein@wilco.org](mailto:mknipstein@wilco.org)

o: 512.943.1224 | c: 512.563.0814



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**From:** Bruce VanderHaar <[bruce@frontlinemobilehealth.com](mailto:bruce@frontlinemobilehealth.com)>

**Sent:** Wednesday, April 29, 2020 4:30 PM

**To:** Mike Knipstein <[MKnipstein@wilco.org](mailto:MKnipstein@wilco.org)>

**Subject:** Re: WilCo EMS...

**EXTERNAL email: Exercise caution when opening.**

Hi Mike,

If I send you a W-9 will that work?

Thanks

Bruce VanderHaar  
Implementation Manager

[Bruce@frontlinemobilehealth.com](mailto:Bruce@frontlinemobilehealth.com)

512-838-3808 office | 480-338-0382 cell

6517 N. Lakewood Drive, Georgetown, TX 78633

[frontlinemobilehealth.com](http://frontlinemobilehealth.com)



a veteran-owned company

Confidentiality Notice:

In compliance with the HIPAA regulations, this message is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient or the agent responsible, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited.

On Apr 29, 2020, at 12:24 PM, Mike Knipstein <[MKnipstein@wilco.org](mailto:MKnipstein@wilco.org)> wrote:

Bruce,

Thank you so much for your help in getting this testing done. When you get a chance will you give me a call at 512-943-1224 so we can work on getting you all set up in our purchasing system.

Thanks,  
Mike

[Williamson County EMS](#)

Director

e: [mknipstein@wilco.org](mailto:mknipstein@wilco.org)

o: 512.943.1224 | c: 512.563.0814

<image004.jpg><image003.jpg>

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Confidentiality Notice: This electronic mail transmission may be confidential, may be privileged, and should be read or retained only by the intended recipient. If you have received this transmission in error, please immediately notify the sender and delete it from your system.

**Commissioners Court - Regular Session****5.****Meeting Date:** 05/12/2020

Elections Protective Shields

**Submitted For:** Randy Barker**Submitted By:** Erica Smith, Purchasing**Department:** Purchasing**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on ratifying the purchase of 100 protective shields from ES&S in the amount of \$16,855 to support the Williamson County Elections Department operations, and authorizing execution of the sales order.

**Background**

This purchase is to support operations during the COVID-19 disaster. The Elections Department provided 3 quotes for this purchase. Purchase of these protective shields will be for check-in tables at polling locations for the upcoming election. Sales order agreement is for 100 shields at a price of \$149.95. Total cost including shipping is \$16,855.00. This expenditure is charged to 01.0100.0409.004987. Department contact is Elections Administrator Chris Davis.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Sales Order

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**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Erica Smith

Final Approval Date: 05/07/2020

**Reviewed By**

Randy Barker

Andrea Schiele

**Date**

05/07/2020 09:17 AM

05/07/2020 09:22 AM

Started On: 05/04/2020 10:31 AM



11208 JOHN GALT BLVD  
OMAHA, NE 68137-2364  
(402) 593-0101

# Sales Order Agreement

Customer Contact, Title: Election Administrator  
Customer Name: Chris Davis

Customer P.O. #: \_\_\_\_\_

1st Election Date: \_\_\_\_\_

Estimated Delivery Date: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Type of Sale: ☒ **NEW**

Type of Equip: ☒ **NEW**

Bill To: \_\_\_\_\_  
Chris Davis  
Election Administrator  
301 SE Inner Loop St 104  
Georgetown, TX 78626-8207

Ship To: \_\_\_\_\_  
Chris Davis  
Election Administrator  
301 SE Inner Loop St 104  
Georgetown, TX 78626-8207

<u>Item</u>		<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Total</u>
1	Election Supply Item	Check-In Protective Shield	100	\$149.95	\$14,995.00
2	Shipping	Shipping & Handling	1	\$1,860.00	\$1,860.00
Order Total					\$16,855.00

Freight Billable: yes ☒ no ☐

Chris Moody  
Regional Sales Manager

Customer Signature \_\_\_\_\_ Date \_\_\_\_\_

Robert J. Jallard  
V.P. of Finance

4/30/2020  
Date

\_\_\_\_\_  
Title

## Special Note:

All orders are non-cancelable and non-refundable.

## Invoicing and Payment Terms

100% of Order Total will be invoiced upon Delivery.

Invoices are due net 30 from invoice date.

Note 1: Any applicable state and local taxes are not included, and are the responsibility of the Customer.

**Commissioners Court - Regular Session****6.****Meeting Date:** 05/12/2020

ratification of PO for tempered glass installation

**Submitted For:** Randy Barker**Submitted By:** Kerstin Hancock,  
Purchasing**Department:** Purchasing**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider, and take appropriate action on ratifying the purchase for the installation of tempered glass at various Justice Center departments in the amount of \$8,352.64 and exempting this purchase from the competitive bidding requirements per Texas Local Government Code Section 262.024.(a)(2) and authorizing the execution of the FEMA addendum.

**Background**

This purchase is for the installation of tempered glass partitions in the Vital, Real Estate and Records Departments at the Justice Center due to the COVID-19 Pandemic. The PO was charged to 01.0100.0409.004987.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

FEMA addendum  
quotes

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**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Kerstin Hancock

Final Approval Date: 05/07/2020

**Reviewed By**

Randy Barker

Andrea Schiele

**Date**

05/07/2020 10:33 AM

05/07/2020 10:35 AM

Started On: 05/07/2020 10:10 AM

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

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**COUNTY ADDENDUM  
FOR PURCHASE OF  
GOODS AND SERVICES  
DURING COVID-19 OPERATIONS  
(Federal Emergency Management  
Agency “FEMA” Requirements)**

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**Important Notice: County Purchase Orders and Agreements constitute expenditures of public funds, and all vendors are hereby placed on notice that such procurement is subject to the extent authorized by Federal and Texas law, including but not limited to Federal Emergency Management Agency Rules and Regulations, Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.**

THIS AGREEMENT is made and entered into by and between **Williamson County, Texas** (hereinafter “Customer” or “The County” or “Williamson County”), a political subdivision of the State of Texas, acting herein by and through its governing body, and RSLMB Inc. DBA The Glass & Door Co. (hereinafter “Vendor”). Customer agrees to engage Vendor as an independent Contractor, to assist in providing certain goods or operational services pursuant to the following terms, conditions, and restrictions:

**I.**

**Incorporated Documents:** This Agreement constitutes the entire Agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Agreement include the following:

- A. Vendor Quote dated 4/7/20;
- B. Vendor Sales Agreement;
- C. Williamson County Agreement Addendum; and
- D. Any necessary insurance certificates.

Where there is any conflict between this Addendum and any of the above-referenced Agreement documents or incorporated documents, the terms of this Addendum shall control.



## II.

**No Waiver of Sovereign Immunity or Powers:** Nothing in this Agreement will be deemed to constitute a waiver of sovereign immunity or powers of Customer, the Williamson County Commissioners Court, or the Williamson County Judge.

## III.

**Compliance with All Laws:** Vendor agrees and will comply with any and all local, state or federal requirements with respect to the goods or services rendered.

## IV.

**Good Faith:** Vendor agrees to act in good faith in the performance of the Agreement relevant to this Agreement.

## V.

**Relationship of the Parties:** Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

## VI.

**Texas Law Applicable to Indemnification and Limitation of Liability:** All indemnifications or limitations of liability shall be to the extent authorized under Texas law.

## VII.

**Payment:** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the Agreement; (2) the date the performance of the service under the Agreement is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

## VIII.

**Termination for Convenience:** This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. **In the event of termination, The County will only be liable for its pro rata share of services rendered and goods received.**

## IX.

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

## X.

**Mediation:** The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on the Agreements relevant to this Agreement.

## XI.

**Venue and Governing Law:** Venue of this Agreement shall be Williamson County, Texas, and the law of the State of Texas shall govern.

## XII.

**No Assignment:** This agreement may not be assigned by either party without prior written consent.

## **ADDITIONAL REQUIREMENTS FOR FEDERAL EMERGENCY MANAGEMENT AGENCY (“FEMA”) COMPLIANCE:**

### **XIII.**

#### **Clean Air Act and The Federal Water Pollution Control Act Compliance:**

Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. and Vendor agrees to report each violation to the Customer and understands and agrees that the Customer will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. If applicable, Vendor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

### **XIV.**

**Suspension and Debarment:** (1) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Vendor is required to verify that none of the Vendor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Vendor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Customer. If it is later determined that the Vendor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Customer, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The Vendor, bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any agreement that may arise from this offer. The Vendor, bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

### **XV.**

**Recovered Materials:** (1) In the performance of this Agreement, the Vendor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— (a) Competitively within a timeframe

providing for compliance with the contract performance schedule; (b) Meeting contract performance requirements; or (c) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site:

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(3) The Vendor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

## **XVI.**

**Access to Records:** The following access to records requirements apply to this Agreement:

(1) The Vendor agrees to provide Customer, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Vendor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (3) The Vendor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the Customer and the Vendor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

## **XVII.**

**Use of DHS Seals and Related Items:** The Vendor shall not use Department of Homeland Security (“DHS”) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

## **XVIII.**

**Compliance with Federal Law and FEMA Rules:** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the agreement. The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

XIX.

**No Federal Government Obligations:** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Vendor, or any other party pertaining to any matter resulting from this Agreement.

XX.

**False Claims Act Compliance and Program Fraud Prevention:** The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this Agreement.

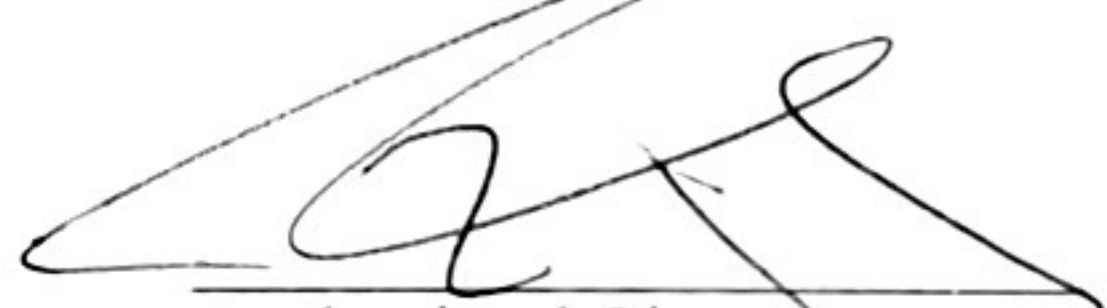
XXI.

**County Judge or Presiding Officer Authorized to Sign Agreement:** The presiding officer of Customer's governing body who is authorized to execute this instrument by order duly recorded may execute this addendum on behalf of Customer.

WITNESS the signatures of all parties in duplicate originals to be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

\_\_\_\_\_  
Authorized Signature  
Date: \_\_\_\_\_, 2020

Vendor: Reimburse Inc / The Ghes-Dore Co.  
  
\_\_\_\_\_  
Authorized Signature  
Date: 5-7, 2020

RSLMB INC. / DBA - THE GLASS & DOOR CO.  
6601 S. LAKEWOODS DR.  
SUITE -B  
GEORGETOWN, TX 78633  
512-868-5454 / FAX 512-868-5010

# Estimate

Date 4/7/2020  
Estimate # 05-3607

## Name / Address

WILLIAMSON COUNTY, TEXAS  
MAINTENANCE DEPT.  
GEORGETOWN, TX.  
OFF. 512-943-1599 / BOB L 815-341-6271  
FAX 512-930-3313/ gwrehnsnig@wilco.org

P.O. #

Terms

Net 15

Due Date 4/22/2020

Other

Description	Qty	Rate	Total
3/8" CLR. TEMPERED SAFETY GLASS POLISHED W/ 12" X 3" PASS THRU / OIL RUB BRZ. HARDWARE			
48" X 32"	2	440.46	880.92T
54" X 32"	1	460.46	460.46T
LABOR TO INSTALL	1	187.50	187.50
JOB ADDRESS: 405 MLK RECORDS DEPT. GEORGETOWN, TX.			
ALL PRICES GOOD FOR 30 DAYS FROM ESTIMATE DATE. WE APPRECIATE YOUR BUSINESS		Subtotal	\$1,528.88
		Sales Tax (0.0%)	\$0.00
		Total	\$1,528.88

**RSLMB INC. / DBA - THE GLASS & DOOR CO.**  
baker132065@hotmail.com

(512)868-5454  
(512)868-5010

RSLMB INC. / DBA - THE GLASS & DOOR CO.  
6601 S. LAKEWOODS DR.  
SUITE -B  
GEORGETOWN, TX 78633  
512-868-5454 / FAX 512-868-5010

# Estimate

Date 4/7/2020  
Estimate # 05-3608

## Name / Address

WILLIAMSON COUNTY, TEXAS  
MAINTENANCE DEPT.  
GEORGETOWN, TX.  
OFF. 512-943-1599 / BOB L 815-341-6271  
FAX 512-930-3313/ gwrehsnig@wilco.org

P.O. #

Terms

Net 15

Due Date 4/22/2020

Other

Description	Qty	Rate	Total
3/8" CLR. TEMPERED SAFETY GLASS POLISHED W/ 12" X 3" PASS THRU / OIL RUB BRZ. HARDWARE		0.00	0.00T
40" X 30"	4	410.46	1,641.84T
40" X 38"	1	440.46	440.46T
48" X 30" [30" X 3" PASS THRU]	1	432.46	432.46T
LABOR TO INSTALL	1	375.00	375.00
JOB ADDRESS: 405 MLK REAL ESTATE DEPT. GEORGETOWN, TX.			
ALL PRICES GOOD FOR 30 DAYS FROM ESTIMATE DATE. WE APPRECIATE YOUR BUSINESS		Subtotal	\$2,889.76
		Sales Tax (0.0%)	\$0.00
		Total	\$2,889.76

**RSLMB INC. / DBA - THE GLASS & DOOR CO.**  
baker132065@hotmail.com

(512)868-5454  
(512)868-5010

RSLMB INC. / DBA - THE GLASS & DOOR CO.  
6601 S. LAKEWOODS DR.  
SUITE -B  
GEORGETOWN, TX 78633  
512-868-5454 / FAX 512-868-5010

Estimate

Date 4/7/2020  
Estimate # 05-3609

Name / Address

WILLIAMSON COUNTY, TEXAS  
MAINTENANCE DEPT.  
GEORGETOWN, TX.  
OFF. 512-943-1599 / BOB L 815-341-6271  
FAX 512-930-3313/ gwrehnsnig@wilco.org

P.O. #

Terms Net 15

Due Date 4/22/2020

Other

Description	Qty	Rate	Total
27'0" X 2'6" CUSTOM COMMERCIAL FXD. WINDOW INSTALLED W/ 3/8" CLR. TEMPERED SAFETY GLASS AND COMMERCIAL BRZ. FRAME [3-PASS THRU STATIONS]  JOB ADDRESS: 405 MLK VITAL DEPT. GEORGETOWN, TX.	1	3,934.00	3,934.00T
ALL PRICES GOOD FOR 30 DAYS FROM ESTIMATE DATE. WE APPRECIATE YOUR BUSINESS		Subtotal	\$3,934.00
		Sales Tax (0.0%)	\$0.00
		Total	\$3,934.00

**RSLMB INC. / DBA - THE GLASS & DOOR CO.**  
baker132065@hotmail.com

(512)868-5454  
(512)868-5010



**Commissioners Court - Regular Session****7.****Meeting Date:** 05/12/2020

COVID-19 Purchases

**Submitted For:** Cynthia Long**Submitted By:** Kathy Pierce,  
Commissioner  
Pct. #2**Department:** Commissioner Pct. #2**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on purchases and/or actions related to fully reopening of County offices related to COVID-19.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Kathy Pierce

Final Approval Date: 05/07/2020

**Reviewed By**

Andrea Schiele

**Date**

05/07/2020 12:48 PM

Started On: 05/07/2020 11:49 AM

## Commissioners Court - Regular Session

8.

**Meeting Date:** 05/12/2020

Executive Session

**Submitted For:** Charlie Crossfield

**Submitted By:** Charlie Crossfield, Road Bond

**Department:** Road Bond

**Agenda Category:** Executive Session

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### Information

#### Agenda Item

Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)

##### A. Real Estate Owned by Third Parties

Preliminary discussions relating to proposed or potential purchase or lease of property owned by third parties

- a) Discuss the acquisition of real property for SW 183 and SH 29 Loop.
- b) Discuss the acquisition of real property for CR 176 at RM 2243
- c) Discuss the acquisition of real property: O'Connor Signal Project
- d) Discuss the acquisition of real property: CR 200
- e) Discuss the acquisition of real property for County Facilities.
- f) Discuss the acquisition of real property for Seward Junction SE and SW Loop.
- g) Discuss the acquisition of real property for SH 29 @ DB Wood.
- h) Discuss the acquisition of real property for Hairy Man Rd.
- i) Discuss the acquisition of real property for N. Mays.
- j) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.
- k) Discuss the acquisition of real property for CR 111.
- l) Discuss the acquisition of real property for Corridor H
- m) Discuss the acquisition of real property for future SH 29 corridor.
- n) Discuss the acquisition of real property for the expansion of Ronald Reagan at IH 35.
- o) Discuss the acquisition of right-of-way for Corridor C.
- p) Discuss the acquisition of right-of-way for Corridor F.
- q) Discuss the acquisition of right-of-way for Corridor D.
- r) Discuss the acquisition of right-of-way for SE Loop/Corridor A.
- s) Discuss the acquisition of right-of-way for Reagan extension.
- t) Discuss the acquisition of right of way for the Great Oaks Bridge Project.
- u) Discuss the acquisition of real property for the Brushy Creek Trail Project.
- v) Discuss the acquisition of real property in conjunction with WCCF for potential parkland/bird habitat.
- x) Discuss the acquisition of drainage/detention easements for real property North of WMCO Juvenile Detention Center

##### y) Discuss the acquisition of the MKT Right of Way

##### B. Property or Real Estate owned by Williamson County

Preliminary discussions relating to proposed or potential sale or lease of property owned by the County

- a) Discuss County owned real estate containing underground water rights and interests.

- b) Discuss possible sale of +/- 10 acres located on Chandler Road near the County Sheriff's Office Training Facility
- c) Potential governmental uses for 8th Street downtown parking lot
- d) Discuss possible uses of property owned by Williamson County on Main St. between 3rd and 4th Streets. (formerly occupied by WCCHD)
- e) Discuss property usage at Longhorn Junction
- f) Discuss sale of excess 183A right of way to abutting property owner.
- g) Discuss the sale of excess ROW at San Gabriel Parkway and Mel Mathis Ave.
- h) Discuss Blue Springs Boulevard
- i) Discuss county owned property located at Ed Schmidt Boulevard Hutto, Texas
- C. Consider intervention in lawsuit regarding de-listing of Bone Cave harvestman.
- D. Discuss the possible placement of agricultural-related monuments at the Williamson County Exposition Center with the participation of third parties.
- E. Discuss the Williamson County Reimbursement Agreement for Construction of San Gabriel Blvd. and New Hope Road with the City of Leander and TIRZ #1

## Background

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### Fiscal Impact

From/To	Acct No.	Description	Amount
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### Attachments

*No file(s) attached.*

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### Form Review

#### Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 05/07/2020

#### Reviewed By

Andrea Schiele

#### Date

05/07/2020 08:41 AM

Started On: 05/07/2020 08:37 AM

**Commissioners Court - Regular Session****9.****Meeting Date:** 05/12/2020

Economic Development

**Submitted For:** Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Executive Session

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**Information****Agenda Item**

Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087:

- a) Business prospect(s) that may locate or expand within Williamson County.
- b) Wolf Lakes
- c) Flint Hill Resources-Taylor Fuel Storage Terminal on CR 366
- d) Project Deliver
- e) Project Advantage
- f) Project Cedar
- g) Project Expansion
- h) Project Arcos
- i) Project Woods
- j) Project Co-Op
- k) Project Liberty

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

**Reviewed By**

Andrea Schiele

**Date**

05/07/2020 08:41 AM

Form Started By: Charlie Crossfield

Started On: 05/07/2020 08:38 AM

Final Approval Date: 05/07/2020