

**AGENDA ITEM 31**

Consider approving appointment of Melissa Pogue to Communications Director.

Moved: **Judge Doerfler**

Seconded: **Commissioner Boatright**

Motion: To appoint Melissa Pogue as Communications Director to replace Geniva Simpson.

Vote: 4 – 0

**AGENDA ITEM 32**

Discuss and take any appropriate action regarding Sheriff's Dept. Vehicle Usage policy and procedures.

No action was taken on this agenda item, which will be added to the September 10, 2002 agenda.

**AGENDA ITEM 33**

*There was no Agenda Item 33.*

**AGENDA ITEM 34**

Consider approving payment of CARTS Williamson County Transit Planning Local Share Assessment.

Moved: **Judge Doerfler**

Seconded: **Commissioner Boatright**

Motion: To approve payment of CARTS Williamson County transit planning local share assessment in the amount of \$10,399.

Vote: 4 – 0

< Attachment >


**CAPITAL AREA RURAL TRANSPORTATION SYSTEM**

2010 East Sixth Street, Austin, Texas 78702 / P.O. Box 6050, 78762  
512 389 1011 / Fax 512 478 1110 / everyone@ridecarts.com

August 20, 2002

The Honorable John C. Doerfler  
Williamson County Judge  
710 Main Street, Suite 201  
Georgetown, TX 78626

RE: CARTS Williamson County Transit Planning  
Local Share Assessments

Dear Judge Doerfler:

The Williamson County (plus Pflugerville) Transit study project is directed by CARTS with the assistance of a steering committee composed of appointees from each jurisdiction the study area, plus representatives from TxDOT, CAMPO and CapMetro. Phil Dupree serves as your jurisdiction's representative. This study is financed with federal transit planning funds that require a 20% local match.

The steering committee has agreed that each jurisdiction will be assessed for the local share required for the study by population. The attached chart outlines the cost of the project, the individual jurisdiction assessments and the methodology for the assessments. Williamson County is assessed \$ 10,399.00 for its participation in the study. *Approved 9-3-02 out of 409,499.8 on 409,499.98 2001-2002 budget*

As the study is now underway, with a projected January 2003 completion date we are asking each jurisdiction to forward the assessment amount to CARTS prior to that time. Also enclosed with this letter is a statement from CARTS for the amount assessed.

We appreciate your participation in this study. While it is only a beginning of a more comprehensive planning effort that will be needed, it will set a road map for the development of passenger transportation options for the time period of 2002-2007 and enable us to make informed choices of how to address mobility in this area.

If I can provide additional information or be of assistance please contact me either by phone at my direct line of 512/708-5515 or by electronic mail directed to [Dave@rideCARTS.com](mailto:Dave@rideCARTS.com).

Sincerely,

*David Marsh*  
David Marsh, Executive Director

Enclosures

Cc: Phil Dupree

# Williamson County Planning Project 2002

## Planning Grant Funding Sources

	Federal	Local	Totals
Williamson County Planning Grant	\$55,000	\$13,750	\$68,750
CAMPO 5307 Pflugerville/Cedar Park	\$40,000	\$10,000	\$50,000
Total Grant Revenue	\$95,000	\$23,750	\$118,750

## Breakout of Local Share Costs

Cedar Park	26,049	10.07%	\$2,391
Georgetown	28,339	10.95%	\$2,602
Leander (Not included in Total)	7,596	(In Capital Metro Service Area and Williamson County)	
Pflugerville	16,335	6.31%	\$1,500
Round Rock	61,136	23.63%	\$5,612
Taylor	13,575	5.25%	\$1,246
Rural Williamson County*	113,272	43.78%	\$10,399
Williamson County*	258,706	100.00%	\$23,750 (Total local share)

## Budget

CARTS Administrative Costs	\$3,750
Consultant Services	\$115,000
Total for all Williamson County Planning \$	\$95,000 \$23,750 \$118,750

\*The 2000 Census population for Williamson County was 249,967. For the purpose of this study, Leander is excluded and Pflugerville is included in the Williamson County Study Population.



**CAPITAL AREA RURAL TRANSPORTATION SYSTEM**

2010 East Sixth Street, Austin, Texas 78702 / P.O. Box 6050, 78762  
512 389 1011 / Fax 512 478 1110 / everyone@ridecarts.com

**INVOICE**

#0631

**DATE:** August 21, 2002

**TO:** The Honorable John C. Doerfler  
Williamson County Judge  
710 Main Street, Suite 201  
Georgetown, Texas 78626

**RE:** CARTS Williamson County Transit Planning  
Local Share Assessment

Invoice is for the CARTS Williamson County Transit Planning local share assessment.

See Attached.

**Amount Due: \$10,399.00**

**PLEASE MAKE CHECKS PAYABLE TO CARTS**

**AGENDA ITEM 35**

Consider approving interlocal assistance agreement for auto theft task force.

Moved: **Judge Doerfler**

Seconded: **Commissioner Hays**

Motion: To approve an interlocal assistance agreement for the auto theft task force.

Vote: 4 – 0

< Attachment >

**INTERLOCAL ASSISTANCE AGREEMENT  
REGIONAL AUTO THEFT ENFORCEMENT TASK FORCE**

This Agreement is entered into by and between the undersigned parties, hereinafter collectively referred to as the Parties, pursuant to Chapter 791 of the Texas Government Code, concerning interlocal cooperation contracts, and Chapter 362 of the Texas Local Government Code.

WHEREAS, auto theft is a crime that has steadily increased in recent years with population growth; and

WHEREAS, the cost of auto theft places burdens on the public and private sector alike; and

WHEREAS, the parties desire to address this problem by continuing to develop and implement a comprehensive auto theft law enforcement program, including violation identification, investigation, prosecution and public awareness; and

WHEREAS, the Parties desire to continue to pool their resources and to coordinate individual efforts in order to combat auto theft more efficiently and effectively; and

WHEREAS, the Parties agree to adhere to all pertinent federal, state and local laws or regulations.

**NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:**

**ARTICLE I  
CONTINUATION OF TASK FORCE**

1.01 The Parties by resolution or order enter into this Agreement to continue the existence of a mutual aid law enforcement task force to cooperate in criminal investigation and law enforcement to combat auto theft. The Parties hereby continue the existence of the Sheriffs Combined Auto Theft Task Force (the Task Force). The Task Force will continue to pool its resources and coordinate individual efforts to combat auto theft more efficiently and effectively. The Task Force will continue to assist its members in investigating, prosecuting and preventing auto theft.

**ARTICLE II  
RESOURCES**

2.01 The allocation of law enforcement resources is a discretionary decision, which is to be made by the governmental entity and official(s) who controls the resources. It is acknowledged that the allocation of law enforcement is dependent on availability of funding and the resources in question. Subject to these expressly acknowledged limitations, the Parties agree to endeavor to provide available law enforcement resources as requested in order to facilitate Task Force operations.

2.02 Travis County has applied for a grant from the Automobile Theft Prevention Authority (the

ATPA) to provide funding for several positions to support Task Force operations, as set forth in Exhibit A, which is attached hereto and made a part hereof. The in-kind match for the ATPA grant is also set forth in Exhibit A.

2.03 Travis County may apply for and receive other grants to support the Task Force operations.

2.04 Travis County will act as the Manager for the administration of the grant(s), which will be utilized to support Task Force operations, and Travis County will allocate funding and equipment in accordance with the provisions of the grant documents.

2.05 To the extent that any of the Parties receive any grant funding or equipment which has been purchased with grant funds pursuant to this Agreement, such Parties will be considered subrecipients (the Subrecipients) and, as such, are subject to OMB Circulars A-87, A-133 and the Uniform Grant and Contract Management Standards, as applicable. Travis County, as the pass-through grant recipient, will provide the Subrecipients with a copy of the grant agreement, administrative guidelines and CFDA number, when applicable. In addition, the Subrecipients agree to and shall provide monthly accountings and expenditure reports to Travis County on a timely basis on forms, which will be provided to the applicable Parties. Final expenditure reports are due from any recipient of grant funding under the initial term of this Agreement no later than September 15, 2002. In accordance with the requirements of the grant, any Subrecipient costs, which have been paid from grant funds, but which are later deemed unallowable for reimbursement under the grant, shall be refunded by such subrecipient to Travis County.

2.06 The Parties agree to maintain accurate accounting records of any funds received or disbursed pursuant to this Agreement and, if requested, to allow Travis County and/or the granting agencies access to the records for the purpose of performing inspections and audits.

2.07 Any equipment received by the Parties under this Agreement which has been purchased with ATPA grant funds will remain Travis County property and will be separately accounted for and returned to Travis County at the termination of this Agreement, subject to the approval of ATPA. Any other equipment received by the Parties under this Agreement, which has been purchased with other grant funds, will remain Travis County property and will be separately accounted for and returned to Travis County at the termination of this Agreement, subject to the conditions of the grant.

2.08 To the extent that any of the Parties receive ATPA grant fund proceeds or equipment, which has been purchased with such grant funds, pursuant to this Agreement, such Parties shall comply with the applicable regulations, policies, guidelines and requirements referenced in Exhibit B, a copy of which is attached hereto and made a part hereof. In addition, to the extent that any of the Parties receive ATPA grant fund proceeds or equipment, which has been purchased with such grant funds, pursuant to this Agreement, such Parties, by executing this Agreement, certify that the program proposed in this Agreement meets all of the requirements of the ATPA, that all of the information presented is correct, and that such Parties will comply with the provisions of the ATPA and all other federal and state laws, regulations and guidelines.

2.09 In the event that funds and/or other property are forfeited under the provision of law as a

result of the activities of the Task Force, the property will be sold or any other intended use of the property shall be approved by the ATPA (and, if applicable, any other granting agency), and all such funds will be expended for Task Force purposes. The Task Force will provide custody and accounting of these funds and assets, if any, and will utilize the funds and assets in accordance with applicable law and the decision of the Task Force Board of Governors.

### **ARTICLE III TASKS**

3.01 The Parties will each appoint a representative to serve on a Board of Governors of the Task Force, which will be chaired by the Sheriff of Travis County.

3.02 The Board will:

1. set the policy of the Task Force;
2. receive reports concerning the activities of the Task Force;
3. meet annually on a date selected by its chairperson and at other times as set by the Board;
4. adopt and follow proper parliamentary procedures at each of its meetings;
5. organize the Task Force to most effectively utilize Task Force resources in the accomplishment of its objectives;
6. appoint a Committee to develop standard operating procedures for the Task Force and the committee will submit the procedures to the Board for its approval;
7. organize and implement Task Force operations;
8. establish inter-agency flow charts, meeting schedules and screening criteria; and
9. designate points of contact and determine agency responsibility.

3.03 The Sheriff of Travis County will appoint a Task Force Coordinator to coordinate the day-to-day operation of the Task Force.

### **ARTICLE IV JURISDICTION**

4.01 The peace officers of the Parties, who are assigned to a Task Force operation, will have the additional jurisdictional authority set forth in this Agreement.

4.02 The jurisdiction conferred under this Agreement will include the power to conduct investigations, make arrests without a warrant, to execute search warrants and to make other reasonable and necessary law enforcement actions for the purpose of and in the pursuit of achieving Task Force objectives outside the jurisdiction from which the officer is assigned and within the territory of a specific Task Force operation. All assigned officers will have the investigative and arrest authority necessary to effectively cooperate in the attainment of the Task Force objectives within the area covered by a specific Task Force operation.

4.03 Venue for the prosecution of a criminal offense brought in connection with any Task Force operation will be in accordance with applicable law.

**ARTICLE V**  
**COORDINATION OF LAW ENFORCEMENT OPERATIONS**

5.01 With the return of this executed Agreement, each party will designate in writing an individual to serve as a single point of contact for the purpose of coordinating law enforcement operations. The designation will include telephone, fax and pager numbers. The Parties may change the designated points of contact by delivering a notice to the other parties in accordance with the terms of this Agreement.

5.02 The individuals, who act as the single points of contact, will also act as the liaisons between the Task Force and the law enforcement officials of the participating jurisdictions. The Task Force Coordinator will notify the single point of contact of each jurisdiction to be involved in a Task Force operation of the contemplated operation and will communicate with the single points of contact to coordinate the day-to-day operation of the Task Force.

5.03 The law enforcement agencies of the area where an arrest is made pursuant to a Task Force operation shall be notified of the arrest without delay, and the notified agency shall make available the notice of arrest in the same manner as if the arrest were made by a member of that agency.

**ARTICLE VI**  
**PEACE OFFICER COMPENSATION**

6.01 A peace officer assigned to the Task Force shall receive from the assigning party the same wages, salary, pensions and other compensation, employment benefits and rights, including injury or death benefits, for the service as though the service had been rendered directly for the party who assigned the officer to the Task Force.

**ARTICLE VII**  
**ALLOCATION OF FUNDS**

7.01 Grant funds will be allocated in conformance with the intent and requirements of the applicable grant.

7.02 A party to this Agreement shall not request reimbursement for any services performed pursuant to this Agreement by another party to this Agreement.

**ARTICLE VIII**  
**LEGAL RESPONSIBILITIES**

8.01 If any law enforcement officer assigned to the Task Force is cited as a defendant in any civil law suit arising out of his or her official acts as a law enforcement officer assigned to the Task Force, the officer will have the same benefits from the assigning agency that such law enforcement officer would be entitled to receive if such civil action had arisen out of an official act within the scope of his or her duties as an officer of and in the jurisdiction of the assigning party.



8.02 No party to this Agreement will be responsible for the acts of a law enforcement officer of another jurisdiction, who is assigned to the Task Force, except as may be decreed against that party by a judgment of a court of competent jurisdiction.

8.03 It is expressly understood and agreed that in the execution of this Agreement, no party waives, nor shall be deemed to waive, any immunity or defense otherwise available to it against any claims arising in the exercise of governmental powers and functions.

8.04 Each party to this Agreement waives all claims against every other party to the agreement for compensation for any loss, damage, personal injury or death, occurring as a consequence of the performance of this Agreement, except for acts in violation of law.

#### **ARTICLE IX NON-PEACE OFFICER PERSONNEL**

9.01 In the event that a party to this Agreement assigns any non-peace officer personnel to participate in any Task Force operations, such personnel will have the rights to compensation and legal defense provided to peace officers under Sections VI and VIII of this Agreement, provided however, that nothing in this Agreement is intended to grant any law enforcement authority upon any such non-peace officer personnel.

#### **ARTICLE X DISTRIBUTION OF ASSETS**

10.01 Upon termination of this Agreement, all assets of the Task Force, itself, including any real property or funds available due to forfeitures made in accordance with State and Federal law, will be distributed in accordance with applicable law and the decision of the Task Force Board of Governors.

10.02 Upon termination of this Agreement, equipment on loan to the Task Force by the agreement of a party will be returned to the appropriate party.

#### **ARTICLE XI TERM & COMMENCEMENT & ADDITIONAL PARTIES**

11.01 The term of this Agreement will be one (1) year from September 1, 2002, to August 31, 2003. If less than all of the contemplated parties execute this Agreement prior to commencement of the Task Force operations, this Agreement will operate as an Interlocal Agreement between the signatory parties at that time. Any governmental entities located in or serving the targeted region not a party to this Agreement may execute a copy of this Agreement and become a party upon the approval of the Task Force Board of Governors.

#### **ARTICLE XII TERMINATION**

12.01 Any party may, upon written notice to all other parties, withdraw from this Agreement at any time.

### **ARTICLE XIII PAYMENTS**

13.01 The party or parties paying for the performance of governmental functions or services shall make payments therefor from current revenues available to the paying party.

### **ARTICLE XIV NOTICE**

14.01 Any notice given hereunder by any party to the other parties shall be in writing and may be effected by personal delivery in writing, by registered or certified mail, return receipt requested, when mailed to the proper party, in care of the official signing this Agreement or by fax transmission as agreed to by the Parties and as evidenced by a confirming return fax transmission.

### **ARTICLE XV LEGAL CONSTRUCTION**

15.01 If any one or more of the provisions of this Agreement is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision and the Agreement will be construed without the invalid, illegal or unenforceable provision.

15.02 Whenever the context of this Agreement requires, the masculine, feminine, or neuter gender and the singular or plural number shall each be deemed to include the others. Any portion of this Agreement held by a court of competent jurisdiction to be invalid illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be confined to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal or ineffective.

### **ARTICLE XVI ENTIRE AGREEMENT**

16.01 This is the complete and entire Agreement between the Parties with respect to the matters herein and supersedes all prior negotiations, agreements, representations and understandings, if any. This Agreement may not be modified, discharged, or changed in any respect whatsoever except by a further agreement in writing duly executed by the parties hereto. No official, representative, agent or employee of Travis County, Texas has any authority to modify this Agreement, except pursuant to such express authority as may be granted by the Commissioners Court of Travis County, Texas.

### **ARTICLE XVII ADDITIONAL AGREEMENTS**

17.01 The Parties agree to execute such other and further instruments and documents as are or may become necessary or convenient to carry out the purposes of this Agreement.

**ARTICLE XVIII  
APPLICABLE LAW**

18.01 This Agreement shall be construed under the laws of the State of Texas. Any suits relating to this Agreement will be filed in a district court of Travis County, Texas.

**ARTICLE XIX  
NO THIRD PARTY RIGHTS**

19.01 Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights or remedies under or by reason of this Agreement.

**ARTICLE XX  
MULTIPLE COUNTERPARTS**

20.01 This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original and all of which together constitute one and the same instrument. In like manner, from and after the time it executes a consent or other document authorized or required by the terms of the Agreement, such consent or other document shall be binding upon such party.

**ARTICLE XI  
ASSURANCES CERTIFICATION**

21.01 The undersigned Parties certify that the programs described herein meet all the requirements of the Texas Automobile Theft Prevention Authority Program, that all the information presented is correct, and that they will comply with the provisions of the Automobile Theft Prevention Authority and all other applicable federal and state laws. The undersigned Parties certify that they will comply with the list of Assurances which is attached hereto as Exhibit B and incorporated herein by reference. The undersigned Parties further certify that, by appropriate language incorporated in each grant, subgrant, or other document under which funds are to be disbursed, they shall assure that the applicable conditions in Exhibit B apply to all recipients of assistance.

**Resolved, Ordered and Executed as of the dates set forth below.**

**County of Austin**

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County Judge	Date
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**County of Bastrop**

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County Judge	Date
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**County of Bell**

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County Judge	Date
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**County of Blanco**

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County Judge	Date
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**County of Burnet**

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County Judge	Date
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**County of Caldwell**

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County Judge	Date
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**County of Comal**

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County Judge	Date
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**County of Colorado**

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County Judge	Date
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**County of Fayette**

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County Judge	Date
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**County of Guadalupe**

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County Judge	Date
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**County of Hays**

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County Judge	Date
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**County of Lee**

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County Judge	Date
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**County of Llano**

**County of Milam**

\_\_\_\_\_  
County Judge      Date

\_\_\_\_\_  
County Judge      Date

**County of Travis**

**County of Wharton**

\_\_\_\_\_  
County Judge      Date

\_\_\_\_\_  
County Judge      Date

**County of Williamson**

John C. Daehler      9-3-02  
County Judge      Date

**AGENDA ITEM 36**

Discuss and consider setting date to receive bids for the Courts Annex expansion.

No action was taken on this agenda item, which will be added to the September 10, 2002 agenda.

**AGENDA ITEM 37**

Discuss and take any appropriate action on jail/courthouse annex expansion.

No action was taken on this agenda item.

**AGENDA ITEM 38**

Discuss previous action concerning Rabies Control Officer and take any appropriate action.

No action was taken on this agenda item, which was postponed until further notice.

**AGENDA ITEM 39**

Discuss and take any appropriate action on Rd. Bond program.

Mike Weaver gave an update on road projects, and said that the County has been getting good prices on road construction because there are not many state projects in progress right now. He said a groundbreaking for Parmer Lane could be scheduled for the third or fourth week of September.

**AGENDA ITEM 40**

Discuss and consider a resolution authorizing the County Judge to execute and submit a petition for Travis and Williamson Counties for approval to for a Regional Mobility Authority.

Mike Weaver stated that Travis County approved the petition this morning.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Limmer**

Motion: To approve a resolution authorizing the County Judge to execute and submit a petition for Travis and Williamson Counties for approval to for a Regional Mobility Authority

Vote: 4 – 0

< Attachment >

**Central Texas Regional Mobility Authority**

Travis County  
314 W. 11<sup>th</sup> Street  
Austin, Texas 78701  
Hon. Samuel T. Biscoe

Williamson County  
710 Main Street  
Georgetown, Texas 78626  
Hon. John C. Doerfler

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**Via Hand Delivery**

September 3, 2002

Michael W. Behrens, P.E.  
Executive Director  
Texas Department of Transportation  
DeWitt C. Greer Building  
125 E. 11<sup>th</sup> Street  
Austin, Texas 78701

Re: Petition for Authorization to Form the Central Texas Regional Mobility Authority

Dear Mr. Behrens:

On behalf of the Commissioners Courts of both Travis and Williamson Counties, we are pleased to submit to the Texas Department of Transportation (TxDOT) the enclosed *Petition of Travis and Williamson Counties for Authorization to Form a Regional Mobility Authority*.

Travis and Williamson Counties are excited to initiate this historic step in addressing the mobility needs of our region and to be the first region in the State to seek authorization to form an RMA. We believe that the Central Texas Regional Mobility Authority will be the most expeditious method to begin implementing our critical transportation improvements.

We have included one (1) original and two (2) copies of the Petition and its attachments. In addition, in order to help facilitate the review and processing of the Petition by TxDOT staff, we have included the following:

- Petitioner's proposed timeline for processing of the Petition
- Public Hearing proposed dates, with locations and contact information
- Outreach Plan for advertising Notice of Public Hearing
- Draft Public Notice
- Key Contact Information
- Draft Minute Order

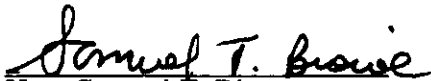
Michael W. Behrens, P.E.  
September 3, 2002  
Page Two

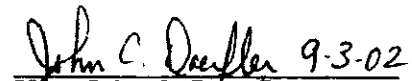
We would like to thank you, Phillip Russell, and the staff of the Texas Turnpike Authority Division for the assistance and background data provided to us as we've moved forward with preparing the Petition.

The Counties are aware of the fact that, as part of the implementation of the Trans Texas Corridor Plan, TxDOT has designated funds to be made available to assist regional mobility authorities. The Counties request that the Central Texas RMA be granted \$5 million from such funds to assist in the further study and development of its initial project. We are also requesting up to \$1 million to assist the RMA in the further study and development of additional projects as highlighted in the Petition. If any other actions are required to formally apply for an award of such funds, please advise us as soon as possible.

If you or your staff have any questions regarding the Petition, or require additional information, please do not hesitate to contact either of us.

Sincerely,

  
Hon. Samuel T. Biscoe  
Travis County Judge

  
Hon. John C. Doerfler  
Williamson County Judge

Enclosure



Michael W. Behrens, P.E.  
September 3, 2002  
Page Three

Cc: Texas Transportation Commission (w/enclosure)  
John Johnson, Commissioner  
Robert Nichols, Member  
Ric Williamson, Member

Travis County Commissioners (w/o enclosure)  
Commissioner Ron Davis, Precinct 1  
Commissioner Karen Sonleitner, Precinct 2  
Commissioner Margaret Moore, Precinct 3  
Commissioner Margaret Gomez, Precinct 4

Williamson County Commissioners (w/o enclosure)  
Commissioner Mike Heiligenstein, Precinct 1  
Commissioner Greg Boatright, Precinct 2  
Commissioner David Hays, Precinct 3  
Commissioner Frankie Limmer, Precinct 4

Travis/Williamson County Legislative Delegations (w/o enclosure)  
Senator Gonzalo Barrientos  
Senator Steve Ogden  
Senator Jeff Wentworth  
Representative Dawnna Dukes  
Representative Harvey Hilderbran  
Representative Terry Keel  
Representative Ann Kitchen  
Representative Mike Krusee  
Representative Glen Maxey  
Representative Elliott Naishtat

TEXAS TRANSPORTATION  
COMMISSION

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RMA APPLICATION NO. 1

**PETITION OF TRAVIS AND WILLIAMSON COUNTIES**  
**FOR AUTHORIZATION TO FORM**  
**A REGIONAL MOBILITY AUTHORITY**

TO THE TEXAS TRANSPORTATION COMMISSION:

Pursuant to provisions of Chapter 361 of the Texas Transportation Code and 43 Tex. Admin. Code, § 26.01 *et seq.*, Travis and Williamson Counties (collectively the "Petitioners") tender this their "Petition and Request for Authorization to Form the Central Texas Regional Mobility Authority." As required by 43 Tex. Admin. Code § 26.11, Petitioners submit the following in support of their petition:

1. **Commissioners Court Resolutions.**

On September 3, 2002, the Commissioners Courts of Williamson and Travis Counties each adopted resolutions approving the creation of the Central Texas Regional Mobility Authority (a/k/a "Central Texas RMA"). Copies of those resolutions are included as Attachment 1.

2. **Description of Improvements to Regional Mobility.**

Over recent years Travis and Williamson Counties have experienced growth rates that are among the highest of any area in the country. Improvements to transportation infrastructure are vital to meet the demands resulting from this growth. The formation of the Central Texas RMA will allow an entity, under local control but working in cooperation with TxDOT, to develop turnpike projects and provide support to other transportation improvements in the region which otherwise might depend solely on State or federal funding. Thus, badly needed transportation

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infrastructure can be delivered to the region more quickly than would be the case without an RMA.

The Central Texas RMA will benefit the State by relieving TxDOT of the burden of constructing certain roadway projects. For example, the initial project to be pursued by the RMA will be US 183-A (see description in paragraph 3 below). That project will be an important link to the planned Central Texas Turnpike Project (CTTP), making it easier for residents to access the SH 45 North, Loop 1, and SH 130 toll roads. This, in turn, will increase toll revenues received by the TxDOT and upon which it will depend for financing the CTTP. Similarly, Petitioners anticipate, as is described in more detail in paragraph 4 below, that the Central Texas RMA will pursue a significant role (working in conjunction with the TTA Division of TxDOT (TTA Division)) in the development of the State Highway 45 South/East (SH 45 SE) turnpike project in Travis County, thus easing the burden on the TTA Division while working toward the development of an important link between IH 35 and the SH 130 toll road. Beyond these projects, the State will also benefit by having a local entity which will study, plan, and develop projects that otherwise might be the sole responsibility of the State.

Likewise, Travis and Williamson Counties will benefit by having increased local control over projects, and a more direct impact on transportation planning decisions. They will also have the opportunity to benefit from surplus revenues generated by the RMA that may be used for other transportation projects in the region.

The traveling public will benefit by an improved system of roadways in the region, delivered sooner than would otherwise be possible under traditional methods of transportation funding and project development. Easing the severe traffic congestion which plagues the area encompassed by the Central Texas RMA will also enhance safety, decrease travel time, and generally improve the quality of life of citizens of the region.

### 3. US 183-A

The initial project to be pursued by the Central Texas RMA is proposed US 183-A, a 12-mile turnpike project located in Williamson County (the "Project"). US 183-A will connect with existing US 183 at State Highway 45 and extend northward, parallel to (and east of) existing US 183. The project will reconnect with US 183 near the San Gabriel River, approximately three miles north of Leander. Currently US 183 is a four-lane suburban, non-divided arterial with no room for expansion. It carries traffic volumes that far exceed the safe and efficient carrying capacity of a facility of its size. US 183-A will serve as a reliever and will enhance mobility and safety within this segment of the state highway system. A general depiction of the location of US 183-A is shown on Attachment 2.

#### A. Consistency with Texas Transportation Plan and MPO Plan.

US 183-A has already been included in the approved Texas Transportation Plan, the Statewide Transportation Improvement Program, and the approved plan of the Capital Area Metropolitan Planning Organization. The Project has also been included in the Williamson County Multi-Corridor Plan and the Transportation Plan adopted by the City of Austin.

#### B. Description of Known Environmental, Social, Economic or Cultural Resources Issues.

The Project has already received a Final Environmental Impact Statement ("FEIS") and Record of Decision ("ROD") issued by the Federal Highway Administration to the TTA Division and authorizing construction of the Project. The FEIS addresses, in detail, all known environmental, social, economic or cultural resource issues. There are none that would preclude development of the Project. In general the FEIS noted the following:

Environmental – The Project may result in an incidental take of habitat of the golden-cheeked warbler and the Tooth Cave ground beetle. Consultation under Section 7 of the

Endangered Species Act has already occurred, and plans for establishment of one or more karst preserves (for the beetle) and payment of an in-lieu fee (for warbler habitat mitigation) have been developed. The need for establishment of a karst preserve is due to the construction of a connector road between SH 45 North and US 183-A. The TTA Division will construct that road, and therefore it will be responsible for the costs of establishment of the karst preserve. The need for mitigation for a taking of warbler habitat is attributable to both the connector road and the Project itself, so cost responsibility will be allocated between TTA and the Central Texas RMA. There are no other significant environmental impacts or required actions anticipated to result from the Project.

Social – It is anticipated that few residential displacements will be required by the Project, and no significant community resources (schools, parks, hospitals, churches, etc.) should be adversely affected. There are no known environmental justice concerns.

Economic – According to the FEIS only one business would be displaced by the Project. This displacement will not substantially affect overall economic activity in the area. Positive economic benefits can be expected to result from the direct and indirect effects of the Project (e.g., capital costs related to construction, wages paid to workers, increased consumption of goods and services, etc.).

Cultural – The FEIS notes that one prehistoric site which may possibly be eligible for listing in the National Register of Historic Places may be affected by the Project. The Central Texas RMA will coordinate with the State Historic Preservation Office to assure compliance with Section 106 of the National Historic Preservation Act of 1966 and the Texas Antiquities Code.

**C. Known Opposition and/or Controversies Regarding Project.**

Other than localized concerns over specific design features of the Project (i.e., location of toll plazas, etc.) the Petitioners are aware of no known significant opposition to, or controversies regarding, the Project. The Project received widespread support during the environmental review process.

**D. Preliminary Financing Plan**

At this time only general estimates of costs, financing, and sources and uses of funds are available for the Project. To the extent that they are available, estimates are set forth below:

	Total
(i) <u>Estimated Project Cost</u>	
Construction Cost <sup>1</sup> (Interim – north of Lakeline Blvd. to San Gabriel River)	\$152,948,000.00
Planning and Engineering <sup>2</sup>	10,000,000.00
Construction Phase Engineering and QA/QC <sup>3</sup>	12,500,000.00
Right-of-Way and Utility Relocation <sup>4</sup>	48,500,000.00
Environmental Mitigation <sup>5</sup>	400,000.00
Capitalized Interest and Debt Service Resource Fund <sup>6</sup>	50,310,000.00
Capitalized Finance Costs <sup>7</sup>	<u>1,885,250.00</u>
<b>TOTAL</b>	<b><u>\$276,543,250.00</u></b>

<sup>1</sup> Source: Preliminary Construction Cost Estimate Report Loop 1 / SH 45 / US 183A, Texas Turnpike Authority, March 20, 2002.

<sup>2</sup> Ibid.

<sup>3</sup> Ibid.

<sup>4</sup> Source: Williamson County

<sup>5</sup> Estimated share of in-lieu fees for habitat mitigation attributable to the Project.

<sup>6</sup> Source: First Southwest Company

<sup>7</sup> Ibid.

(ii) Estimated Financing and Sources & Uses of Funds

<u>Source</u>	<u>Estimate</u>
TxDOT Participation <sup>8</sup>	\$15,400,000.00
TIFIA Loan	70,000,000.00
Local Grants (Right-of-Way) <sup>9</sup>	33,143,250.00
Bond Proceeds	<u>158,000,000.00</u>
<b>TOTAL</b>	<b><u>\$276,543,250.00</u></b>

Note that these are only estimates and actual figures may vary considerably once additional information becomes available.

4. SH 45 SE

As noted above, the Petitioners anticipate that the Central Texas RMA will pursue an agreement by which to jointly develop or otherwise cooperate with the TTA Division in the development of SH 45 SE located in southeast Travis County. SH 45 SE is a proposed 7-mile turnpike project beginning at IH 35 and extending eastward to the intersection of SH 130/US 183. This is an important link for northbound traffic on IH 35 to be able to access SH 130 prior to reaching the downtown Austin segment of IH 35, which is one of the most congested segments of interstate highway in the country. It will also provide a much needed alternative route to Austin-Bergstrom International Airport. SH 45 SE has already been included in the approved Texas Transportation Plan, the Statewide Transportation Improvement Program, and the approved plan of the Capital Area Metropolitan Planning Organization. Petitioners understand that the TTA Division has begun the process of securing the necessary environmental studies and financial data to develop the project, and, upon formation, the Central Texas RMA

<sup>8</sup> TxDOT participation may include (but not be limited to) funding requested by the Central Texas RMA for RMA assistance money from amounts established for RMA uses in connection with the Trans Texas Corridor Plan.

<sup>9</sup> RMA will negotiate funding agreement(s) with local jurisdictions to establish level of local participation, future reimbursement, and RMA participation in other local projects.

will enter into a project agreement for the ultimate development and operation of SH 45 SE. A general depiction of the location of SH 45 SE is shown on Attachment 3.

**5. Commitment to Secure Environmental Approvals.**

As noted above, the TTA Division previously secured a FEIS and record of decision (ROD) for the Project. That approval will be transferred to the Central Texas RMA. The RMA will be responsible for preparing any updates (if necessary), and, to the extent not otherwise undertaken by TxDOT or the TTA Division, will be responsible for identifying and securing all additional federal and state environmental permits, issues, and commitments necessary for development of US 183-A, SH 45 SE, and all other RMA projects.

**6. Additional Projects**

In addition to the Project and to SH 45 SE, the Petitioners have identified the following as additional turnpike and transportation projects that may be considered for development or financial support in the future:

- US 183 HOV/HOT - RM 620 to Loop 1
- SH 45 NW - US 183 to Anderson Mill Road
- Loop 1 HOV/HOT - US 183 to Loop 360
- Loop 360 Expressway - US 183 to SH 71
- US 290 E - US 183 to SH 130
- US 290 W Mainlanes - Current terminus to west of FM 1826
- SH 71 E - US 183 to SH 130
- Regional Rail - Cedar Park/Round Rock to Austin/Buda<sup>10</sup>

Attachment 4 illustrates the other additional projects under consideration.

**7. Board Composition.**

The initial board of directors for the Central Texas RMA will consist of up to seven (7) members. Three members will be appointed by each of the counties, with one member (the

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<sup>10</sup> Petitioners recognize that RMAs are not currently authorized to directly participate in the development of regional rail. The Central Texas RMA will consider providing financial support to this project from surplus revenues (if any), and may assume a direct role in regional rail development if RMAs become empowered to do so through legislative changes.



chairperson) being appointed by the Governor. Both counties will make appointments that adequately represent the counties as a whole and the cities throughout the counties. The Petitioners believe that the composition of the board and the common interest in the region shared by all board members will result in adequate representation of all political subdivisions within the geographic area of the RMA.

#### REQUEST FOR PUBLIC HEARING AND APPROVAL

The foregoing sets forth all information required by 46 Tex. Admin. Code § 26.11. The Petitioners request that TxDOT review the petition and conduct a public hearing as required by 46 Tex. Admin. Code § 26.12 as soon as possible. Thereafter Petitioners request that the Commission review the petition and any supplemental information concerning public support for the RMA, and that it issue a minute order authorizing the formation of the "Central Texas Regional Mobility Authority."

Respectfully submitted,

TRAVIS COUNTY, TEXAS

By: Samuel T. Biscoe  
The Hon. Sam Biscoe  
County Judge

Date: 9-3-02

WILLIAMSON COUNTY, TEXAS

By: John C. Doerfler  
The Hon. John Doerfler  
County Judge

Date: 9-3-02

**Attachment 1**

**Travis County Resolution**

**Williamson County Resolution**




**Resolution**

WHEREAS, the Commissioners Courts of Williamson County and Travis County met in joint session on May 21, 2002 to explore the creation of a Regional Mobility Authority (RMA) or other related entity, comprised at a minimum of Williamson County and Travis County, to implement critical mobility improvements in the Williamson County-Travis County region; and,

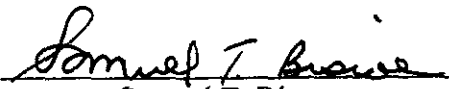
WHEREAS, on June 27, 2002 the Texas Department of Transportation adopted 43 Tex. Admin. Code, § 26.01, a set of rules for the creation and operation of an RMA; and,

NOW THEREFORE, BE IT RESOLVED that the Travis County Commissioners Court authorizes the Travis County Judge to execute the Petition of Travis and Williamson Counties for Approval to Form a Central Texas Regional Mobility Authority in substantially the same form as is attached hereto.

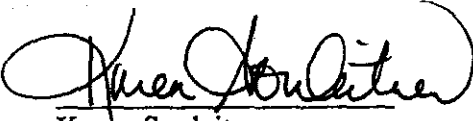
APPROVED THIS 3<sup>d</sup> day of September, 2002, by the Commissioners Court of Travis County, Texas.



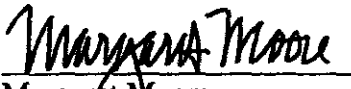
Ron Davis  
Commissioner, Precinct 1



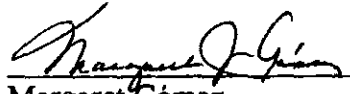
Samuel T. Biscoe  
County Judge



Karen Sonleitner  
Commissioner, Precinct 2



Margaret Moore  
Commissioner, Precinct 3



Margaret Gómez  
Commissioner, Precinct 4

TEXAS TRANSPORTATION  
COMMISSION

§  
§  
§

RMA APPLICATION NO. 1

**PETITION OF TRAVIS AND WILLIAMSON COUNTIES**  
**FOR AUTHORIZATION TO FORM**  
**A REGIONAL MOBILITY AUTHORITY**

TO THE TEXAS TRANSPORTATION COMMISSION:

Pursuant to provisions of Chapter 361 of the Texas Transportation Code and 43 Tex. Admin. Code, § 26.01 *et seq.*, Travis and Williamson Counties (collectively the "Petitioners") tender this their "Petition and Request for Authorization to Form the Central Texas Regional Mobility Authority." As required by 43 Tex. Admin. Code § 26.11, Petitioners submit the following in support of their petition:

1. **Commissioners Court Resolutions.**

On September 3, 2002, the Commissioners Courts of Williamson and Travis Counties each adopted resolutions approving the creation of the Central Texas Regional Mobility Authority (a/k/a "Central Texas RMA"). Copies of those resolutions are included as Attachment 1.

2. **Description of Improvements to Regional Mobility.**

Over recent years Travis and Williamson Counties have experienced growth rates that are among the highest of any area in the country. Improvements to transportation infrastructure are vital to meet the demands resulting from this growth. The formation of the Central Texas RMA will allow an entity, under local control but working in cooperation with TxDOT, to develop turnpike projects and provide support to other transportation improvements in the region which otherwise might depend solely on State or federal funding. Thus, badly needed transportation

infrastructure can be delivered to the region more quickly than would be the case without an RMA.

The Central Texas RMA will benefit the State by relieving TxDOT of the burden of constructing certain roadway projects. For example, the initial project to be pursued by the RMA will be US 183-A (see description in paragraph 3 below). That project will be an important link to the planned Central Texas Turnpike Project (CTTP), making it easier for residents to access the SH 45 North, Loop 1, and SH 130 toll roads. This, in turn, will increase toll revenues received by the TxDOT and upon which it will depend for financing the CTTP. Similarly, Petitioners anticipate, as is described in more detail in paragraph 4 below, that the Central Texas RMA will pursue a significant role (working in conjunction with the TTA Division of TxDOT (TTA Division)) in the development of the State Highway 45 South/East (SH 45 SE) turnpike project in Travis County, thus easing the burden on the TTA Division while working toward the development of an important link between IH 35 and the SH 130 toll road. Beyond these projects, the State will also benefit by having a local entity which will study, plan, and develop projects that otherwise might be the sole responsibility of the State.

Likewise, Travis and Williamson Counties will benefit by having increased local control over projects, and a more direct impact on transportation planning decisions. They will also have the opportunity to benefit from surplus revenues generated by the RMA that may be used for other transportation projects in the region.

The traveling public will benefit by an improved system of roadways in the region, delivered sooner than would otherwise be possible under traditional methods of transportation funding and project development. Easing the severe traffic congestion which plagues the area

encompassed by the Central Texas RMA will also enhance safety, decrease travel time, and generally improve the quality of life of citizens of the region.

3. **US 183-A**

The initial project to be pursued by the Central Texas RMA is proposed US 183-A, a 12-mile turnpike project located in Williamson County (the "Project"). US 183-A will connect with existing US 183 at State Highway 45 and extend northward, parallel to (and east of) existing US 183. The project will reconnect with US 183 near the San Gabriel River, approximately three miles north of Leander. Currently US 183 is a four-lane suburban, non-divided arterial with no room for expansion. It carries traffic volumes that far exceed the safe and efficient carrying capacity of a facility of its size. US 183-A will serve as a reliever and will enhance mobility and safety within this segment of the state highway system. A general depiction of the location of US 183-A is shown on Attachment 2.

A. **Consistency with Texas Transportation Plan and MPO Plan.**

US 183-A has already been included in the approved Texas Transportation Plan, the Statewide Transportation Improvement Program, and the approved plan of the Capital Area Metropolitan Planning Organization. The Project has also been included in the Williamson County Multi-Corridor Plan and the Transportation Plan adopted by the City of Austin.

B. **Description of Known Environmental, Social, Economic or Cultural Resources Issues.**

The Project has already received a Final Environmental Impact Statement ("FEIS") and Record of Decision ("ROD") issued by the Federal Highway Administration to the TTA Division and authorizing construction of the Project. The FEIS addresses, in detail, all known environmental, social, economic or cultural resource issues. There are none that would preclude development of the Project. In general the FEIS noted the following:

Environmental – The Project may result in an incidental take of habitat of the golden-cheeked warbler and the Tooth Cave ground beetle. Consultation under Section 7 of the Endangered Species Act has already occurred, and plans for establishment of one or more karst preserves (for the beetle) and payment of an in-lieu fee (for warbler habitat mitigation) have been developed. The need for establishment of a karst preserve is due to the construction of a connector road between SH 45 North and US 183-A. The TTA Division will construct that road, and therefore it will be responsible for the costs of establishment of the karst preserve. The need for mitigation for a taking of warbler habitat is attributable to both the connector road and the Project itself, so cost responsibility will be allocated between TTA and the Central Texas RMA. There are no other significant environmental impacts or required actions anticipated to result from the Project.

Social – It is anticipated that few residential displacements will be required by the Project, and no significant community resources (schools, parks, hospitals, churches, etc.) should be adversely affected. There are no known environmental justice concerns.

Economic – According to the FEIS only one business would be displaced by the Project. This displacement will not substantially affect overall economic activity in the area. Positive economic benefits can be expected to result from the direct and indirect effects of the Project (e.g., capital costs related to construction, wages paid to workers, increased consumption of goods and services, etc.).

Cultural – The FEIS notes that one prehistoric site which may possibly be eligible for listing in the National Register of Historic Places may be affected by the Project. The Central Texas RMA will coordinate with the State Historic Preservation Office to assure compliance

with Section 106 of the National Historic Preservation Act of 1966 and the Texas Antiquities Code.

**C. Known Opposition and/or Controversies Regarding Project.**

Other than localized concerns over specific design features of the Project (i.e., location of toll plazas, etc.) the Petitioners are aware of no known significant opposition to, or controversies regarding, the Project. The Project received widespread support during the environmental review process.

**D. Preliminary Financing Plan**

At this time only general estimates of costs, financing, and sources and uses of funds are available for the Project. To the extent that they are available, estimates are set forth below:

(i) <u>Estimated Project Cost</u>	Total
Construction Cost <sup>1</sup> (Interim – north of Lakeline Blvd. to San Gabriel River)	\$152,948,000.00
Planning and Engineering <sup>2</sup>	10,000,000.00
Construction Phase Engineering and QA/QC <sup>3</sup>	12,500,000.00
Right-of-Way and Utility Relocation <sup>4</sup>	48,500,000.00
Environmental Mitigation <sup>5</sup>	400,000.00
Capitalized Interest and Debt Service Resource Fund <sup>6</sup>	50,310,000.00
Capitalized Finance Costs <sup>7</sup>	<u>1,885,250.00</u>
<b>TOTAL</b>	<b><u>\$276,543,250.00</u></b>

<sup>1</sup> Source: Preliminary Construction Cost Estimate Report Loop 1 / SH 45 / US 183A, Texas Turnpike Authority, March 20, 2002.

<sup>2</sup> Ibid.

<sup>3</sup> Ibid.

<sup>4</sup> Source: Williamson County

<sup>5</sup> Estimated share of in-lieu fees for habitat mitigation attributable to the Project.

<sup>6</sup> Source: First Southwest Company

<sup>7</sup> Ibid.



(ii) Estimated Financing and Sources & Uses of Funds

<u>Source</u>	<u>Estimate</u>
TxDOT Participation <sup>8</sup>	\$15,400,000.00
TIFIA Loan	70,000,000.00
Local Grants (Right-of-Way) <sup>9</sup>	33,143,250.00
Bond Proceeds	<u>158,000,000.00</u>
<b>TOTAL</b>	<b><u>\$276,543,250.00</u></b>

Note that these are only estimates and actual figures may vary considerably once additional information becomes available.

4. SH 45 SE

As noted above, the Petitioners anticipate that the Central Texas RMA will pursue an agreement by which to jointly develop or otherwise cooperate with the TTA Division in the development of SH 45 SE located in southeast Travis County. SH 45 SE is a proposed 7-mile turnpike project beginning at IH 35 and extending eastward to the intersection of SH 130/US 183. This is an important link for northbound traffic on IH 35 to be able to access SH 130 prior to reaching the downtown Austin segment of IH 35, which is one of the most congested segments of interstate highway in the country. It will also provide a much needed alternative route to Austin-Bergstrom International Airport. SH 45 SE has already been included in the approved Texas Transportation Plan, the Statewide Transportation Improvement Program, and the approved plan of the Capital Area Metropolitan Planning Organization. Petitioners understand that the TTA Division has begun the process of securing the necessary environmental studies and financial data to develop the project, and, upon formation, the Central Texas RMA

<sup>8</sup> TxDOT participation may include (but not be limited to) funding requested by the Central Texas RMA for RMA assistance money from amounts established for RMA uses in connection with the Trans Texas Corridor Plan.

will enter into a project agreement for the ultimate development and operation of SH 45 SE. A general depiction of the location of SH 45 SE is shown on Attachment 3.

**5. Commitment to Secure Environmental Approvals.**

As noted above, the TTA Division previously secured a FEIS and record of decision (ROD) for the Project. That approval will be transferred to the Central Texas RMA. The RMA will be responsible for preparing any updates (if necessary), and, to the extent not otherwise undertaken by TxDOT or the TTA Division, will be responsible for identifying and securing all additional federal and state environmental permits, issues, and commitments necessary for development of US 183-A, SH 45 SE, and all other RMA projects.

**6. Additional Projects**

In addition to the Project and to SH 45 SE, the Petitioners have identified the following as additional turnpike and transportation projects that may be considered for development or financial support in the future:

- US 183 HOV/HOT - RM 620 to Loop 1
- SH 45 NW - US 183 to Anderson Mill Road
- Loop 1 HOV/HOT - US 183 to Loop 360
- Loop 360 Expressway - US 183 to SH 71
- US 290 E - US 183 to SH 130
- US 290 W Mainlanes – Current terminus to west of FM 1826
- SH 71 E - US 183 to SH 130
- Regional Rail - Cedar Park/Round Rock to Austin/Buda<sup>10</sup>

Attachment 4 illustrates the other additional projects under consideration.

---

<sup>9</sup> RMA will negotiate funding agreement(s) with local jurisdictions to establish level of local participation, future reimbursement, and RMA participation in other local projects.

<sup>10</sup> Petitioners recognize that RMAs are not currently authorized to directly participate in the development of regional rail. The Central Texas RMA will consider providing financial support to this project from surplus revenues (if any), and may assume a direct role in regional rail development if RMAs become empowered to do so through legislative changes.

7. **Board Composition.**

The initial board of directors for the Central Texas RMA will consist of up to seven (7) members. Three members will be appointed by each of the counties, with one member (the chairperson) being appointed by the Governor. Both counties will make appointments that adequately represent the counties as a whole and the cities throughout the counties. The Petitioners believe that the composition of the board and the common interest in the region shared by all board members will result in adequate representation of all political subdivisions within the geographic area of the RMA.

**REQUEST FOR PUBLIC HEARING AND APPROVAL**

The foregoing sets forth all information required by 46 Tex. Admin. Code § 26.11. The Petitioners request that TxDOT review the petition and conduct a public hearing as required by 46 Tex. Admin. Code § 26.12 as soon as possible. Thereafter Petitioners request that the Commission review the petition and any supplemental information concerning public support for the RMA, and that it issue a minute order authorizing the formation of the "Central Texas Regional Mobility Authority."

Respectfully submitted,

TRAVIS COUNTY, TEXAS

WILLIAMSON COUNTY, TEXAS

By: \_\_\_\_\_  
The Hon. Sam Biscoe  
County Judge

By: \_\_\_\_\_  
The Hon. John Doerfler  
County Judge

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Resolution**

The State of Texas            }  
   } Know All Men By These Presents:  
 County of Williamson        }

That on this, the 3<sup>rd</sup> day of September, A. D. 2002, the Commissioners Court of Williamson County, Texas, met duly called and convened lawful Session at the County Courthouse in Georgetown, Texas, with the following members present:

**John Doerfler**, County Judge, Presiding  
**Greg Boatright**, Commissioner Precinct Two, and  
**David Hays**, Commissioner Precinct Three, and  
**Frankie Limmer**, Commissioner Precinct Four

WHERE, among other matters, came up for consideration and adoption the following Resolution:

WHEREAS, the Commissioners Courts of Williamson County and Travis County met in joint session on May 21, 2002 to explore the creation of a Regional Mobility Authority (RMA) or other related entity, comprised at a minimum of Williamson County and Travis County, to implement critical mobility improvements in the Williamson County-Travis County region; and,

WHEREAS, on June 27, 2002 the Texas Department of Transportation adopted 43 Tex. Admin. Code, § 26.01, a set of rules for the creation and operation of an RMA; and,

WHEREAS, on August 6, 2002 the Williamson County Commissioners Court authorized the Williamson County Judge to execute an Interlocal Agreement with the Travis County Judge to pursue preparation of a petition and request for approval to form a Regional Mobility Authority;

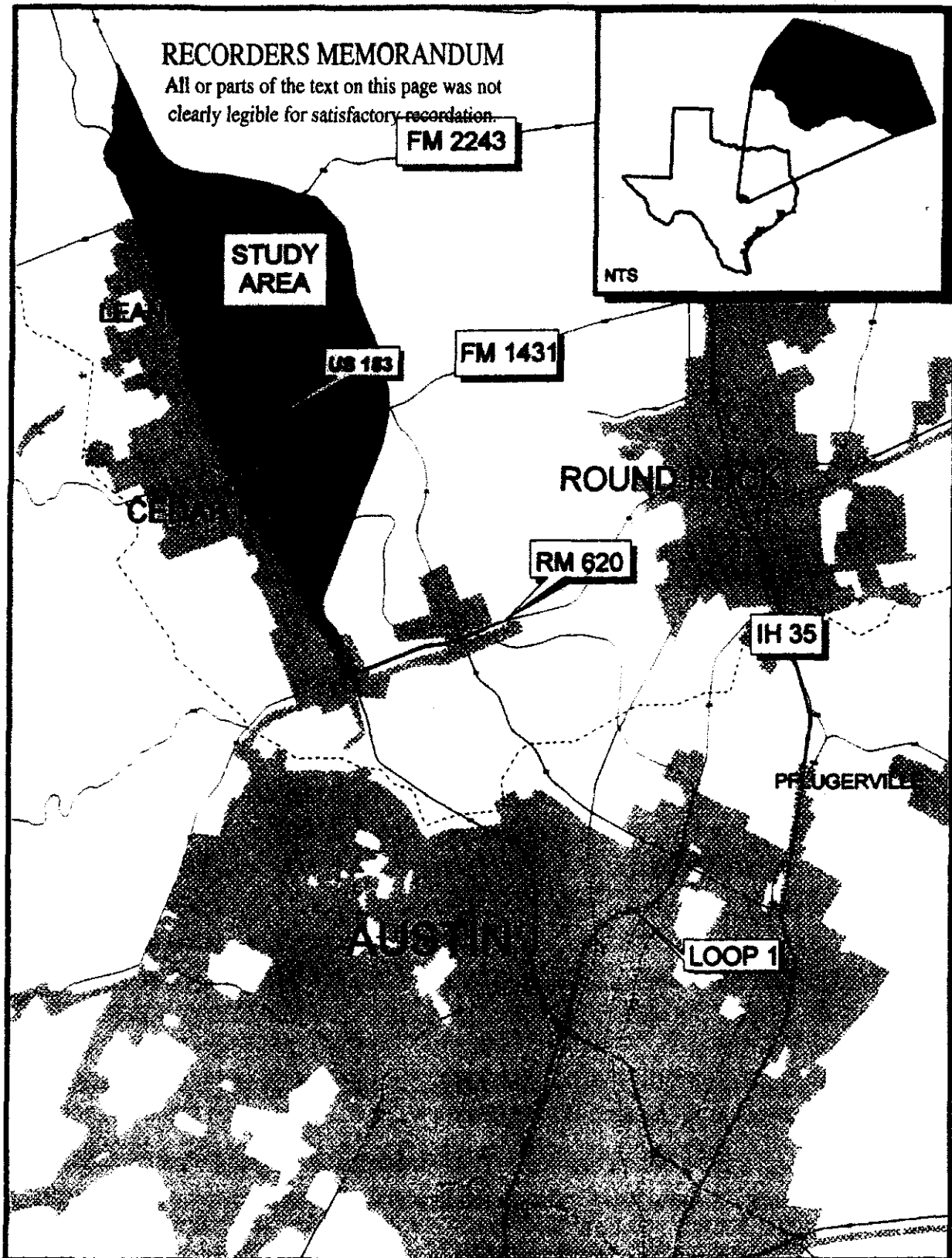
THEREFORE, BE IT RESOLVED that the Williamson County Commissioners Court authorizes the Williamson County Judge to execute the Petition of Travis and Williamson Counties for Approval to Form a Central Texas Regional Mobility Authority.

The foregoing Resolution was lawfully moved by Greg Boatright, duly seconded by Frankie Limmer, and was then adopted by a vote of 4 voting for and 0 voting against. County Judge John C. Doerfler was duly authorized to sign said resolution as the act and deed of Commissioner's Court of Williamson County and of said County.

John C. Doerfler 9-3-02  
John Doerfler, Williamson County Judge

Attest:

Nancy E. Rister  
Nancy Rister, Williamson County Clerk



**US 183A**



**Project Location Map - US 183-A**  
**September 3, 2002**



**Texas Department of Transportation**  
TEXAS TURNPIKE AUTHORITY DIVISION

2.5 — 0 — 2.5 Miles

**Attachment 2**

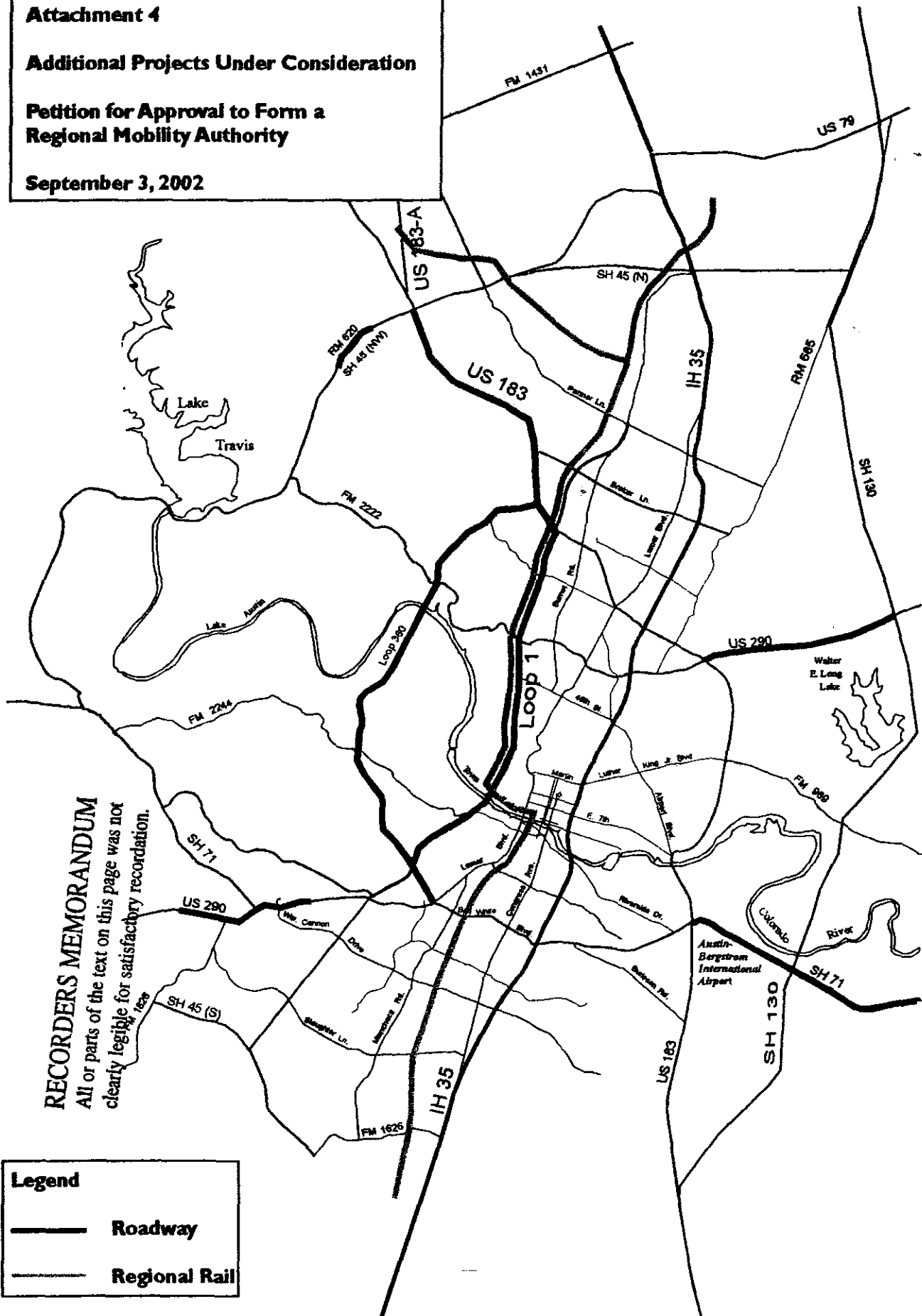


**Attachment 4****Additional Projects Under Consideration****Petition for Approval to Form a  
Regional Mobility Authority****September 3, 2002**

**RECORDERS MEMORANDUM**  
 All or parts of the text on this page was not  
 clearly legible for satisfactory recordation.

**Legend**

- Roadway
- Regional Rail





**AGENDA ITEM 41**

Consider approving agreement with Williamson County Conservation Foundation, Inc., regarding mitigation of endangered species.

Commissioner Hays stated that a non-profit foundation would be created to acquire mitigation land, and to oversee the maintenance of the caves as they are added to the foundation. He said that some road bond money would be used to maintain the caves, as well as a donation of 3.2 million dollars from the State.

No action was taken on this agenda item, which was tabled until the September 10, 2002 agenda.

**AGENDA ITEM 42**

Consider approving reimbursement agreement with Round Rock ISD for utility relocation for Anderson Mill Road.

Moved: **Commissioner Boatright**

Seconded: **Judge Doerfler**

Motion: To approve a reimbursement agreement with Round Rock ISD for utility relocation for Anderson Mill Road.

Vote: **4 – 0**

< Attachment >

**ROUND ROCK INDEPENDENT SCHOOL DISTRICT**  
**1311 Round Rock Avenue**  
**Round Rock, Texas 78681**  
**CONSTRUCTION DEPARTMENT**  
**512.464.5010**  
**512.464-5016-Fax**

## INVOICE

August 20, 2002

Williamson County  
 Road & Bridge Development  
 3151 S.E. Inner Loop-Suite #B  
 Georgetown, Texas 78682

Re: Invoice for:  
 Live Oak Elementary/Deerpark Middle School  
 Installation/Testing Cost for Backflow Preventers

APPROVED FOR PAYMENT

Authorized Signature

Date

Budget Line Item

Amount

The breakdown of the cost is as follows:

• Precision Commercial Plumbing-testing	\$ 332.50
• Precision Commercial Plumbing-installation	<u>25,620.05</u>
Sub-total	25,952.55
• Mark-up 10% on sub-contractors	<u>2,595.26</u>
Sub-total	\$28,547.81
• Cost for Pre-Construction services, on site supervision, As Builts, and record documentation \$28,547.81 / 49,419.36 = .5777% (.5777 % of \$2,205.00)	<u>1,273.83</u>
Total	\$29,821.64

Please make the check payable to "Round Rock Independent School District" and submit to:

Round Rock ISD  
 Facilities & Construction Department  
 1311 Round Rock Avenue  
 Round Rock, Texas 78681

OK JME 8/26/02  
 705.2.2

RECEIVED  
 8/26/02

**AGENDA ITEM 43**

Consider awarding contract for tree trimming at Berry Springs.

Bids were received from:

*Celt Construction, Gatesville, Texas*  
*Native Tree Farm, Georgetown, Texas*  
*The Davey Tree Expert Company, Austin, Texas*  
*United Contractor Services, Austin, Texas*  
*Victor Marek, Schwertner, Texas*

Moved: **Commissioner Hays**

Seconded: **Commissioner Limmer**

Motion: To award the contract for tree trimming at Berry Springs Park to Native Tree Farm of Georgetown in the amount of \$125,000.

Vote: **4 – 0**

< Attachment >

## WILLIAMSON COUNTY BID FORM

CopyREMOVAL OF DAMAGED TREES/LIMBS AND STANDARD PRUNING  
AT BERRY SPRINGS PARK AND RESERVE

BID NUMBER: 02WC436

BID OPENING DATE &amp; TIME: JULY 17, 2002 - 2:00 PM

The undersigned, by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Invitation for Bid, Specifications, and Special Provisions for the amount(s) shown on the accompanying bid sheet(s). By signing below, you have read the entire document and agreed to the terms therein.

NAME OF BIDDER: Native Tree FarmMailing Address: 3302 Primrose Tr.City: Georgetown State: TX Zip: 78628Email Address: bgh22@aol.comTelephone: (512) 630-3069 Fax: (512) 819-0089Signature of Person Authorized to Sign BID: Warren E. Sefcik Jr. Date of BID: 7/17/02Name and Title of Signer: (owner) Warren E. Sefcik Jr.  
(Please Print or Type)

**DO NOT SIGN OR SUBMIT THIS FORM**  
**WITHOUT READING ENTIRE DOCUMENT**

THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED WITH BID

**WILLIAMSON COUNTY**  
**BID SPECIFICATIONS/BID SHEETS**  
**REMOVAL OF DAMAGED TREES/LIMBS AND STANDARD PRUNING**  
**AT BERRY SPRINGS PARK AND RESERVE**

BID NUMBER: 02WC436

BID OPENING DATE &amp; TIME: JULY 17, 2002 - 2:00 PM

**SPECIFICATIONS:**

SCOPE: All trees throughout the entire property from front entrance to North of Lake, Hwy. 152 down Barry Creek South to property line.

Remove and clean-up storm damage debris, recut stubs, ~~mulch and haul away limbs~~ <sup>7 ft Stumps,</sup> trees, root balls and other safety concerns. Block-n-tackle into sections and haul debris. This includes the southern property. <sup>Remove</sup>

Standard prune all trees as outlined by the National Arborist Association. Remove deadwood down to one inch in diameter, weak and declining branches. Paint wounds (greater than 4 inches in diameter), disinfect tools and haul debris. Prune canopies upwards eight (8) to ten (10) feet <sup>OK</sup>

Medium pruning shall consist of the removal of dead, dying, diseased, interfering, objectionable and weak branches. Deadwood up to one inch in diameter may remain within the main leaf area <sup>OK</sup>

All cuts shall be made sufficiently close to the trunk or parent limb, without cutting into the branch collar or leaving a protruding stub. ✓

Treat 4 inches and greater wounds with tree wound dressing. —

Precut branches too heavy to handle to prevent splitting or peeling the bark. Where necessary, branches shall sprayed by a Certified Applicator. ✓ <sup>Fungicide & Sealer.</sup>

Pruning is to be performed by trained arborists who, through related training and on-the-job experience, are familiar with techniques and hazards of this work including trimming, maintenance, repairing or removal, and the equipment used in such operations. The use of climbing spurs or irons is not approved in pruning operation on live trees. This type of work is a potentially hazardous occupation and is to be undertaken only by trained personnel, all of whom are covered with workers compensation, property damage public liability and completed operations insurance. <sup>Reference OK.</sup> ✓

✓ Any deviation from the specifications set forth must be clearly detailed on the bid form; otherwise, it will be considered that items offered are in strict compliance with these specifications. <sup>See Att.</sup>

**Required insurance:**

Proof of insurance coverage for the following:

## (A) Liability Insurance...

Comprehensive general liability for FOUR MILLION DOLLARS (\$4,000,000.00)

Comprehensive automobile liability TWO MILLION DOLLARS (\$2,000,000.00)

Products liability

Contractual liability

Property damage (broad form)

## (B) Workers Compensation and Employers Liability TWO MILLION DOLLARS

(\$2,000,000.00). ✓

REMOVAL OF DAMAGED TREE/LIMBS AND STANDARD PRUNING AT BERRY SPRINGS PARK AND RESERVE

PAGE 1 of 2

VENDOR: Native Tree Farm

At least two (2) Certified Arborists will be available and on site at all times.

At least one (1) Certified Applicator to help recognize and treat any fungal or insect infestation issues.

Proof of certification for Certified Arborists, either Texas Department of Agriculture and/or Structural Pest Control Board.

Debris must be removed daily. *no. digged upon site (w/ Will. Co. Spas.)*

Entire job is to be completed no later than sixty (60) days from date the notice to proceed is issued.

Contact Annette Todd at (512) 248-3238 to make an appointment to visit the site.

TOTAL BASE BID:

*One Hundred Twenty Five Thousand Dollars*  
WRITTEN AMOUNT  
*\$ 125,000.00*  
NUMERICAL AMOUNT

REMOVAL OF DAMAGED TREE/LIMBS AND STANDARD PRUNING AT BERRY SPRINGS PARK AND RESERVE

PAGE 2 of 2

VENDOR:

*Native Tree Farm*

## **Native Tree Farm**

Warren Sefick  
3302 Primrose Trail  
Georgetown, Texas 78628  
630-3069 cell  
819-0089 fax  
863-3519 home

Bert Holmstrom  
403 Norwood West  
Georgetown, Texas 78628  
635-0647 cell  
746-2636 fax  
863-8317 home

### **Addendum to Bid Specifications for Removal of Damaged Trees/Limbs and Standard Pruning at Berry Springs Park and Reserve**

As provided in the bid specifications the following is provided as adjustments to the bid submitted:

1. Scope: Trees to be pruned shall be from property line up to the second bank of Berry Creek
2. Disposal of debris: disposal of debris shall be done by controlled burning onsite according to County Specifications.
3. Work shall be accomplished by using heavy equipment as opposed to the use of block and tackle as outlined in the bid specification sheet.
4. Pruning of orchard pecan trees is necessary between ten and fifty feet which would be included in the total bid price; the roadway along CR 152 would also be pruned and fences cleaned.
5. Adjustment of bid may be needed due to ambiguity of map provided (do oak trees and other trees around house and pens need to be pruned?).
6. Payment of 1/3 of total agreed upon bid price must be received within 15 days of initiation of work providing percentage of work meets acceptance and approval; balance upon completion and approval of work.
7. Referrals: Warren Sefick is a master arborist having done work for the cities of Georgetown, Round Rock, and Austin. Bert Holmstrom has an extensive background in arboral practices having cultivated this orchid for pecan production during the middle 1990's.

**AGENDA ITEM 44****Hear presentation on Southwest Regional Park.**

Paul Linehan gave an update on the progress on the park. He said that 5 ball fields have been planted, the pond has been filled to a depth of about 6 feet, the irrigation system is working, and construction has begun on the restrooms, the open-air pavilions, and concession stands. Work on the next five ball fields and the stadium will be underway soon. He stated that water well #1 would be acidized tomorrow.

**AGENDA ITEM 45****Consider approving change order #3 for Southwest Regional Park.**

Mr. Linehan asked for approval of a change order for irrigation well controls, power to water well #3, sidewalk changes, a meter vault credit, project signs, roof flashing clips and tree wells.

**Moved: Commissioner Boatright**

**Seconded: Judge Doerfler**

**Motion:** To approve Change Order #3 for Williamson County Regional Park, with approval of conduit only on item #3, in the amount of \$8,500, and with a letter of verification from Gray Jansing recommending the well controls.

**Vote: 3 - 0-1. Commissioner Limmer abstained from the vote.**

< Attachment >



# LAND STRATEGIES INC.

PAUL LINEHAN & ASSOCIATES  
August 29, 2002

Judge John Doerfler  
Williamson County Commissioners  
710 Main Street  
Georgetown, Texas 78626

RE: Williamson County Regional Park

Dear Commissioner's:

The following synopsis is a breakdown for proposed change order #3. The synopsis consists of the base contract with the add alternate # 9 for the Round Rock water line option, and change order #1 & #2 with cost reconciliation with Workman Corporation.

**Project Cost:**

Base Contract	\$ 7,448,346.00
RR Alt #9	\$ 208,317.00*
Total	\$ 7,656,663.00

Change Order #1	\$ 398,654.99**
Change Order #2	\$ 47,490.84***

**Proposed Change Order #3**

Additional cost proposed by commissioners or necessary for completion.

1. Irrigation Well Controls	= \$ 69,509.55
2. Power to Well #3/Power Changes	= \$ 15,089.80
3. P-7 Sidewalk/Grade Changes	= \$ 8,404.00
4. P-2/Building H Sidewalk Changes	= \$ 4,779.50
5. Meter Vault Credit	= \$ (762.96)
6. P-3 Sidewalk Changes	= \$ 5,907.00
7. Tree Wells	= \$ 36,946.80
8. Project Signs	= \$ 5,600.00
9. Roof Flashing Clips	= \$ 1,492.70
10. Raise Meter Vault	= \$ 5,633.10
11. Building H	= \$ 275,191.35
<b>Sub-Total Cost</b>	<b>= \$ 427,790.84</b>

Bond Premium 1.5%	= \$ 6,416.86
G/L Insurance .07%	= \$ 2,994.54
<b>Total Cost</b>	<b>= \$ 437,202.24</b>

**Revised contract amount = \$8,361,963.11**

\* = was in change order #1 of Workman's signed contract

\*\* = \$170,000.00 was approved in Land Strategies change order #1 for Building H, \$5,600.00 was approved in Land Strategies change order #1

\*\*\* = \$1,555.50 credit for valves & controls in change order #2, \$892.50 credit for roof material in change order #2

Sincerely,

  
Paul W. Linehan  
President

DEVELOPMENT, DESIGN AND PLANNING CONSULTANTS  
1010 LAND CREEK COVE, SUITE 100 • AUSTIN, TEXAS 78746 • (512) 328-6050 • FAX: (512) 328-6172

#1- need letter from Gray-Janning  
#2- cut to \$8500.00  
approved 9-3-02  
John C. Doerfler

August 28, 2002

Land Strategies  
Attn: Paul Linehan  
1010 Land Creek Cove, Suite 100  
Austin, TX 78746  
Via Fax: 328-6172

Re: Williamson County Regional Park

Dear Mr. Linehan,

The following is a list of Change Orders pending approval from Williamson County for the Williamson County Regional Park project. These changes would be executed through Change Order #3 between Williamson County and Workman Corporation.

<u>PCO#</u>	<u>PCO Description</u>	<u>Amount</u>	<u>Notes</u>
00021	Irrigation Well Controls	\$69,509.55	
00022	Power to Well #3/ Power Changes	\$15,089.80	
00024	P-7 Sidewalk/Grade Changes	\$8,404.00	
00025	P-2/Building H Sidewalk Changes	\$4,779.50	
00026	Meter Vault Credit	(762.96)	
00027	P-3 Sidewalk Changes	\$5,907.00	
00028	Tree Wells	\$36,946.80	
00029	Project Signs	\$5,600.00	
00030	Roof Flashing Clips REVISED	\$1,492.70	

PCO#	PCO Description	Amount	Note
00032	Raise Meter Vault	\$5,633.10	
00033	Building H	\$275,191.35	
<b>SUB TOTAL</b>		<b>\$427,790.84</b>	
Bond Premium	1.5%	\$6,416.86	
G/L Insurance	.7%	\$2,994.54	
<b>CHANGE ORDER #3 TOTAL</b>		<b>\$437,202.24</b>	

Original Contract Amount	\$7,448,346.00	
Change Order #1	\$431,371.99	*Includes Alt. #9
Change Order #2	\$45,042.88	
Change Order #3 (if approved)	\$437,202.24	

**Revised Contract Amount** **\$8,361,963.11**

Please contact me @848-4183 if you should have any questions or if we may be of any assistance to you.

Sincerely,



Marc Shepard

Cc: Kyle Workman – Legal  
file

**Williamson County****CHANGE ORDER****No. 00003**710 Main St.  
Georgetown, TX 78626

Phone: 512-943-1550

**TITLE:** August Changes**DATE:** 8/26/2002**PROJECT:** Williamson County Regional Park**JOB:** 2210**TO:** Workman Corporation  
3735 Promontory Point Drive**CONTRACT NO:** 2210-00020

Austin, TX 78744

**ATTN:** Kyle Workman**DESCRIPTION OF CHANGE**

This change incorporates changes to the contract made during the month of August 2002 at Williamson County Regional Park. Please see attached approved PCO's for reference.

Item	Description	Quantity	Unit Price	Subtotal	Fee %	Fee	Amount
00001	PCO #00021 - Irrigation Well Controls	1.000 ls	\$69,509.55	\$69,509.55	0.00%	\$0.00	\$69,509.55
00002	PCO #00022 - Power to Well #3/Power Changes	1.000 ls	\$15,089.80	\$15,089.80	0.00%	\$0.00	<del>\$15,089.80</del> \$4
00003	PCO #00024 - P-7 Sidewalk/Grade Changes	1.000 ls	\$8,404.00	\$8,404.00	0.00%	\$0.00	\$8,404.00
00004	PCO #00025 - P-2/Building H Sidewalk Changes	1.000 ls	\$4,779.50	\$4,779.50	0.00%	\$0.00	\$4,779.50
00005	PCO #00026 - Meter Vault Credit	1.000 ls	(\$762.96)	(\$762.96)	0.00%	\$0.00	(\$762.96)
00006	PCO #00027 - P-3 Sidewalk Changes	1.000 ls	\$5,907.00	\$5,907.00	0.00%	\$0.00	\$5,907.00
00007	PCO #00028 - Tree Wells	1.000 ls	\$36,946.80	\$36,946.80	0.00%	\$0.00	\$36,946.80
<b>Total Cost:</b>							<b>\$437,202.24</b>
<b>Fee:</b>							<b>\$0.00</b>
<b>Total:</b>							<b>\$437,202.24</b>

The Original Contract Sum was	\$7,448,346.00
Net Change by Previously Authorized Requests and Changes	\$476,414.83
The Contract Sum Prior to This Change Order was	\$7,924,760.83
The Contract Sum Will be Increased	\$437,202.24
The New Contract Sum Including This Change Order	\$8,361,963.07
The Contract Time Will Not Be Changed	
The Date of Substantial Completion as of this Change Order Therefore is	...

Architect

Land Strategies Inc.

By:   
Paul Linehan

Date: 9/3/02

Contractor

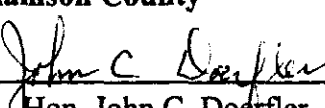
Workman Corporation

By:   
Kyle Workman

Date: 8/29/02

Owner

Williamson County

By:   
Hon. John C. Doerfler

Date: 9-3-02

**Williamson County****CHANGE ORDER****No. 00003**710 Main St.  
Georgetown, TX 78626

Phone: 512-943-1550

**TITLE:** August Changes**DATE:** 8/26/2002**PROJECT:** Williamson County Regional Park**JOB:** 2210**TO:** Workman Corporation  
3735 Promontory Point Drive**CONTRACT NO:** 2210-00020

Austin, TX 78744

**ATTN:** Kyle Workman**DESCRIPTION OF CHANGE**

Item	Description	Quantity	Unit Price	Subtotal	Fee %	Fee	Amount
00008	PCO #00029 - Project Signs	1.000 ls	\$5,600.00	\$5,600.00	0.00%	\$0.00	\$5,600.00
00009	PCO #00030 - Roof Flashing Clips	1.000 ls	\$1,492.70	\$1,492.70	0.00%	\$0.00	\$1,492.70
00010	PCO #00032 - Raise Meter Vault	1.000 ls	\$5,633.10	\$5,633.10	0.00%	\$0.00	\$5,633.10
00011	PCO #00033 - Building H	1.000 ls	\$275,191.35	\$275,191.35	0.00%	\$0.00	\$275,191.35
00012	Bond Premium	1.000 ls	\$6,416.86	\$6,416.86	0.00%	\$0.00	\$6,416.86
00013	GL Insurance Premium	1.000 ls	\$2,994.54	\$2,994.54	0.00%	\$0.00	\$2,994.54

**Total Cost:** \$437,202.24**Fee:** \$0.00**Total:** \$437,202.24

The Original Contract Sum was ..... \$7,448,346.00

Net Change by Previously Authorized Requests and Changes ..... \$476,414.83

The Contract Sum Prior to This Change Order was ..... \$7,924,760.83

The Contract Sum Will be Increased ..... \$437,202.24

The New Contract Sum Including This Change Order .... \$8,361,963.07

The Contract Time Will Not Be Changed .....

The Date of Substantial Completion as of this Change Order Therefore is ...

Architect

Land Strategies Inc.

By:   
Paul Linehan

Date: 9/3/02

Contractor

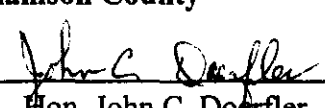
Workman Corporation

By:   
Kyle Workman

Date: 8/29/02

Owner

Williamson County

By:   
Hon. John C. Doerfler

Date: 9-3-02



**PROPOSED CHANGE ORDER**  
**No. 00021**

**TITLE:** *Irrigation Well Controls*  
**PROJECT:** Williamson County Regional Park  
**TO:** Land Strategies Inc.  
1010 Land Creek Cove  
Suite 100  
Austin, TX 78746  
**ATTN:** Paul Linehan

**DATE:** 7/30/2002  
**JOB NO.:** 2210  
**CONTRACT DATE:** 4/9/2002  
**WORKMAN CORPORATION**  
3735 Promontory Point Drive  
Austin, Texas 78744  
512 326-9293 512 447-8156 FAX

**DESCRIPTION OF PROPOSAL**

This change incorporates providing and installing controls for the Irrigation Wells located at the Williamson County Regional Park project. This price includes: all labor, material, equipment and incidentals required for a complete Irrigation Well Control Installation; all conduit, control wire, control panels; starters and starter controls; float assembly @ intake structure; and in-ground pull boxes as shown including concrete edges. This price is based on the control plans provided by Gray-Jansing Engineers dated 7/16/02 (sheet E-1 & E-2). Please see attached.

Item	Description	Quantity	Units	Unit Price	Subtotal	Fee %	Fee	Net Amount
00001	Trenching	4550.000	lf	2.42	11,011.00	10.00	1101.10	12112.10
00002	1" Conduit	4550.000	lf	1.32	\$6,006.00	10.00	600.60	6606.60
00003	Wire, Control Panels, Starters	1.000	ls	24530.50	24,530.50	10.00	2453.05	26983.55
00004	Inground Pull Boxes	1.000	ls	6300.00	\$6,300.00	10.00	630.00	6930.00
00005	Labor, Miscellaneous	1.000	ls	15343.00	15,343.00	10.00	1534.30	16877.30

**Lump Sum:** **\$69,509.55**

The approval of this Proposed Change Order constitutes authorization to proceed with the work herein.

*Sales Tax Exempt*

**SUBMITTED BY:**

By:

Marc Shepard

Date: 8/22/02

Expedition ©

**APPROVED BY:**

By:

Paul Linehan

Date: 9/3/02



**PROPOSED CHANGE ORDER**  
**No. 00022**

**TITLE:** Power to Well #3/Power Changes

**DATE:** 7/31/2002

**PROJECT:** Williamson County Regional Park

**JOB NO.:** 2210

**TO:** Land Strategies Inc.  
1010 Land Creek Cove  
Suite 100  
Austin, TX 78746

**CONTRACT DATE:** 4/9/2002

WORKMAN CORPORATION  
3735 Promontory Point Drive  
Austin, Texas 78744  
512 326-9293 512 447-8156 FAX

**ATTN:** Paul Linehan

**DESCRIPTION OF PROPOSAL**

This change incorporates providing electrical service to Irrigation Well #3, deleting service to lift station, and the changes in conduit and wire for all Irrigation Well electrical services at the Williamson County Regional Park. This price includes: all trenching, conduit, wire, pullboxes, and gear for Irrigation Well #3. Electrical service shall be installed per HCE's revised Well Electrical plans dated 7/1/02. The specifications for providing power to the Irrigation Wells were changed. The wire was changed from 3-#8 wires to providing and installing 3-#3 wires with 1-#8 ground and the conduit was changed from 3/4" conduit to 1-1/4" conduit for Please see attached breakdown.

Item	Description	Quantity	Units	Unit Price	Subtotal	Fee %	Fee	Net Amount
00001	Credit Lift Station Electrical	1.000	ls	-5500.00	\$5,500.00)	2.00	-110.00	-5610.00
00002	Add Power to WP #3/Power Changes	1.000	ls	18818.00	18,818.00	10.00	1881.80	20699.80

**Lump Sum:** \$15,089.80

The approval of this Proposed Change Order constitutes authorization to proceed with the work herein.

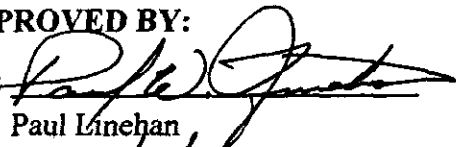
*Sales Tax Exemp*

**SUBMITTED BY:**

**By:**   
Marc Shepard

**Date:** 8/29/02

**APPROVED BY:**

**By:**   
Paul Linehan

**Date:** 9/3/02



**PROPOSED CHANGE ORDER**  
**No. 00024**

**TITLE:** *P-7 Sidewalk/Grade Changes*  
**PROJECT:** Williamson County Regional Park  
**TO:** Land Strategies Inc.  
1010 Land Creek Cove  
Suite 100  
Austin, TX 78746  
**ATTN:** Paul Linehan

**DATE:** 8/6/2002  
**JOB NO.:** 2210  
**CONTRACT DATE:** 4/9/2002  
**WORKMAN CORPORATION**  
3735 Promontory Point Drive  
Austin, Texas 78744  
512 326-9293 512 447-8156 FAX

**DESCRIPTION OF PROPOSAL**

This change incorporates the changes in grades in Parking Lot #7 at the Williamson County Regional Park project. This change includes: all additional material, survey time, installation of material and regrading; and all labor, material, equipment, and incidentals required to install revised sidewalks as shown; Parking Lot #7 was changed to accomodate the new location Building G and the revised handicap spaces. Grading in Parking Lot #7 and concrete sidewalks shall be installed per Gray-Jansing's revised grading sheet dated 7/30/02. Please see attached.

Item	Description	Quantity	Units	Unit Price	Subtotal	Fee %	Fee	Net Amount
00001	Parking Lot #7 Grade Changes	1.000	ls	7640.00	\$7,640.00	10.00	764.00	8404.00
00002	Concrete Sidewalk Changes (No change)	1.000	ls	0.00	\$0.00	0.00	0.00	0.00

**Lump Sum:** **\$8,404.00**

The approval of this Proposed Change Order constitutes authorization to proceed with the work herein.

*Sales Tax Exempt*

**SUBMITTED BY:**

**APPROVED BY:**

By:

By:

Marc Shepard

Paul Linehan

Date: 8/28/02

Date: 9/3/02





**PROPOSED CHANGE ORDER**  
**No. 00025**

**TITLE:** P-2/Building H Sidewalk Changes

**DATE:** 8/8/2002

**PROJECT:** Williamson County Regional Park

**JOB NO.:** 2210

**TO:** Land Strategies Inc.  
1010 Land Creek Cove  
Suite 100  
Austin, TX 78746

**CONTRACT DATE:** 4/9/2002

WORKMAN CORPORATION  
3735 Promontory Point Drive  
Austin, Texas 78744

**ATTN:** Paul Linehan

512 326-9293 512 447-8156 FAX

**DESCRIPTION OF PROPOSAL**

This change incorporates the additional sidewalk and steps added to the Parking Lot 2 and Building H area at the Williamson County Regional Park Project. In order to provide ADA access, additional sidewalk needs to be installed at this area. This price includes all labor, material, equipment and incidentals necessary to install the additional sidewalks and steps as shown on Gray-Jansing Engineer's plans dated 7/25/02; all required re-surveying and additional earthwork including subgrade preparation and re-grading; and providing and installing treads @ stairs. Please see attached for reference.

Item	Description	Quantity	Units	Unit Price	Subtotal	Fee %	Fee	Net Amount
00001	Sidewalk Changes @ Building H	1.000	ls	1900.00	\$1,900.00	10.00	190.00	2090.00
00002	Steps (west side of P-2)	1.000	ls	600.00	\$600.00	10.00	60.00	660.00
00003	Steps (front of Building H)	1.000	ls	345.00	\$345.00	10.00	34.50	379.50
00004	Re-survey/Subgrade prep	1.000	ls	1500.00	\$1,500.00	10.00	150.00	1650.00

**Lump Sum:** \$4,779.50

The approval of this Proposed Change Order constitutes authorization to proceed with the work herein.

*Sales Tax Exempt*

**SUBMITTED BY:**

By: 

Marc Shepard

Date: 8/23/02

**APPROVED BY:**

By: 

Paul Linehan

Date: 9/3/02

**WORKMAN**  
**CORPORATION**  
**CONSTRUCTION SERVICES****PROPOSED CHANGE ORDER**  
**No. 00026****TITLE:** *Meter Vault Credit***DATE:** 8/12/2002**PROJECT:** Williamson County Regional Park**JOB NO.:** 2210**TO:** Land Strategies Inc.  
1010 Land Creek Cove  
Suite 100  
Austin, TX 78746**CONTRACT DATE:** 4/9/2002**WORKMAN CORPORATION**  
3735 Promontory Point Drive  
Austin, Texas 78744  
512 326-9293 512 447-8156 FAX**ATTN:** Paul Linehan**DESCRIPTION OF PROPOSAL**

This change incorporates the decrease in the meter vault size for the Round Rock Water Line at the Williamson County Regional Park project. This credit is a result of down-sizing the meter vault from a 4'x9' pour-in-place vault to a 4'x8' pre-cast vault. Please see attached.

Item	Description	Quantity	Units	Unit Price	Subtotal	Fee %	Fee	Net Amount
00001	Credit for decrease in Meter Vault size	1.000	ls	-748.00	(\$748.00)	2.00	-14.96	-762.96

**Lump Sum:** (\$762.96)

The approval of this Proposed Change Order constitutes authorization to proceed with the work herein.

*Sales Tax Exemp***SUBMITTED BY:****APPROVED BY:****By:**   
Marc Shepard**By:**   
Paul Linehan**Date:** 8/22/02**Date:** 9/3/02



**PROPOSED CHANGE ORDER**  
**No. 00027**

**TITLE:** P-3 Sidewalk Changes

**DATE:** 8/12/2002

**PROJECT:** Williamson County Regional Park

**JOB NO.:** 2210

**TO:** Land Strategies Inc.  
1010 Land Creek Cove  
Suite 100  
Austin, TX 78746

**CONTRACT DATE:** 4/9/2002

WORKMAN CORPORATION  
3735 Promontory Point Drive  
Austin, Texas 78744  
512 326-9293 512 447-8156 FAX

**ATTN:** Paul Linehan

**DESCRIPTION OF PROPOSAL**

This change incorporates the additional work required to provide ADA access in the Parking Lot #3 area at the Williamson County Regional Park project. This price includes: all labor, material, equipment, and incidentals to install additional sidewalk and steps as shown on Gray-Jansing's plans dated July 30, 2002; all required re-surveying and additional earthwork including subgrade preparation and re-grading; providing and installing treads @ stairs; and relocating handicap parking areas and parking lot islands. Please see attached.

Item	Description	Quantity	Units	Unit Price	Subtotal	Fee %	Fee	Net Amount
00001	Re-grading/Earthwork changes	1.000	ls	2800.00	\$2,800.00	10.00	280.00	3080.00
00002	Additional Sidewalk	1.000	ls	1995.00	\$1,995.00	10.00	199.50	2194.50
00003	Steps with treads	1.000	ls	575.00	\$575.00	10.00	57.50	632.50

**Lump Sum:** \$5,907.00

The approval of this Proposed Change Order constitutes authorization to proceed with the work herein.

*Sales Tax Exempt*

**SUBMITTED BY:**

**APPROVED BY:**

By: 

By: 

Marc Shepard

Paul Linehan

Date: 8/27/02

Date: 7/3/02

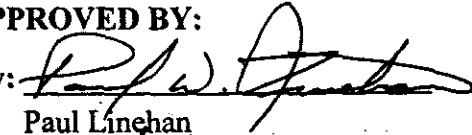
**TITLE:** Tree Wells**DATE:** 8/12/2002**PROJECT:** Williamson County Regional Park**JOB NO.:** 2210
**TO:** Land Strategies Inc.  
 1010 Land Creek Cove  
 Suite 100  
 Austin, TX 78746
**CONTRACT DATE:** 4/9/2002
 WORKMAN CORPORATION  
 3735 Promontory Point Drive  
 Austin, Texas 78744  
 512 326-9293 512 447-8156 FAX
**ATTN:** Paul Linehan**DESCRIPTION OF PROPOSAL**

This proposal incorporates the addition of tree wells along Roadway A and Field #6. The location, design and estimated footage of each tree well is illustrated on attached sheets 1-5. The tree wells will be constructed according to the attached detail with the exception of the concrete footing. In lieu of the concrete footing Workman Corporation proposes to use a mortared footing. If the concrete footing is required there will be an additional \$2.00 (two dollars) per linear foot added. This price includes labor, material, equipment, and incidentals for only the tree wells that are shown on the attached sheets.

Item	Description	Quantity	Units	Unit Price	Subtotal	Fee %	Fee	Net Amount
00001	Installation of tree wells along Roadway A and Field #6 with imported cut limestone	2799.000	sq. ft.	12.00	33,588.00	10.00	3358.80	36946.80

**Lump Sum:** \$36,946.80

The approval of this Proposed Change Order constitutes authorization to proceed with the work herein.

*Sales Tax Exempt***SUBMITTED BY:**
**By:**   
 Marc Shepard
**Date:** 8/22/02**APPROVED BY:**
**By:**   
 Paul Linehan
**Date:** 9/3/02

**TITLE:** *Project Signs***DATE:** 8/20/2002**PROJECT:** Williamson County Regional Park**JOB NO.:** 2210**TO:** Land Strategies Inc.  
1010 Land Creek Cove  
Suite 100  
Austin, TX 78746**CONTRACT DATE:** 4/9/2002WORKMAN CORPORATION  
3735 Promontory Point Drive  
Austin, Texas 78744  
512 326-9293 512 447-8156 FAX**ATTN:** Paul Linehan**DESCRIPTION OF PROPOSAL**

This change incorporates the installation of 2 project signs for the Williamson County Regional Park project. Included in this change is the fabrication of two 8'x16' signs and a complete installation. Please see attached.

Item	Description	Quantity	Units	Unit Price	Subtotal	Fee %	Fee	Net Amount
00001	Fabricate & Install 8'x16' project signs	2.000	ls	2800.00	\$5,600.00	0.00	0.00	5600.00

**Lump Sum:** \$5,600.00

The approval of this Proposed Change Order constitutes authorization to proceed with the work herein.

Sales Tax Exempt

**SUBMITTED BY:****By:** 

Marc Shepard

**Date:** 8/27/02**APPROVED BY:****By:** 

Paul Linehan

**Date:** 9/3/02

**WORKMAN**  
**CORPORATION**  
**CONSTRUCTION SERVICES****PROPOSED CHANGE ORDER**  
**No. 00030****TITLE:** *Roof Flashing Clips - REVISED***DATE:** 8/20/2002**PROJECT:** Williamson County Regional Park**JOB NO.:** 2210**TO:** Land Strategies Inc.  
1010 Land Creek Cove  
Suite 100  
Austin, TX 78746**CONTRACT DATE:** 4/9/2002**WORKMAN CORPORATION**  
3735 Promontory Point Drive  
Austin, Texas 78744  
512 326-9293 512 447-8156 FAX**ATTN:** Paul Linehan**DESCRIPTION OF PROPOSAL**

This change incorporates providing and installing additional roof flashing support clips at the Williamson County Regional Park project. This includes: all material, labor, equipment, and incidentals necessary to install support clips. Clips shall be installed per attached detail provided by Moman Architects on all concession/restroom buildings on site. Please see attached.

Item	Description	Quantity	Units	Unit Price	Subtotal	Fee %	Fee	Net Amount
00001	Provide & Install roof flashing clips	1.000	ls	1357.00	\$1,357.00	10.00	135.70	1492.70

**Lump Sum:** \$1,492.70

The approval of this Proposed Change Order constitutes authorization to proceed with the work herein.

*Sales Tax Exempt***SUBMITTED BY:****By:** 

Marc Shepard

**Date:** 8/29/02

Expedition ®

**APPROVED BY:****By:** 

Paul Linehan

**Date:** 9/3/02



**PROPOSED CHANGE ORDER**  
**No. 00032**

**TITLE:** *Raise Meter Vault*

**DATE:** 8/27/2002

**PROJECT:** Williamson County Regional Park

**JOB NO.:** 2210

**TO:** Land Strategies Inc.  
1010 Land Creek Cove  
Suite 100  
Austin, TX 78746

**CONTRACT DATE:** 4/9/2002

WORKMAN CORPORATION  
3735 Promontory Point Drive  
Austin, Texas 78744  
512 326-9293 512 447-8156 FAX

**ATTN:** Paul Linehan

**DESCRIPTION OF PROPOSAL**

This change incorporates the additional work to raise the meter vault and other utilities for the RRWL at the Williamson County Regional Park project. This price includes: all labor, material, equipment, supervision and incidentals to properly raise the meter vault to future finish grade of CR 175; pour a concrete bottom in the meter vault; and all cleanup and haul-off of debris and spoils. This change does not include any waterproofing of any kind of the 4'x8' meter vault. Please see attached.

Item	Description	Quantity	Units	Unit Price	Subtotal	Fee %	Fee	Net Amount
00001	Raise RRWL Meter Vault to Future finish grade	1.000	ls	5121.00	\$5,121.00	10.00	512.10	5633.10

**Lump Sum:** \$5,633.10

The approval of this Proposed Change Order constitutes authorization to proceed with the work herein.

*Sales Tax Exempt*

**SUBMITTED BY:**

**By:**

*M. Shepard*  
Marc Shepard

**Date:**

*8/28/02*

**APPROVED BY:**

**By:**

*P. Linehan*  
Paul Linehan

**Date:**

*9/3/02*

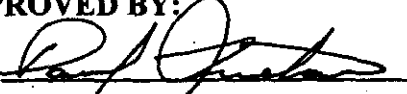
**TITLE:** *Building H***DATE:** 8/27/2002**PROJECT:** Williamson County Regional Park**JOB NO.:** 2210
**TO:** Land Strategies Inc.  
 1010 Land Creek Cove  
 Suite 100  
 Austin, TX 78746
**CONTRACT DATE:** 4/9/2002
 WORKMAN CORPORATION  
 3735 Promontory Point Drive  
 Austin, Texas 78744  
 512 326-9293 512 447-8156 FAX
**ATTN:** Paul Linehan**DESCRIPTION OF PROPOSAL**

This change incorporates the complete construction of Building H at the Williamson County Regional Park project. This change includes all labor, material, equipment, supervision, and incidentals required for the construction of Building H. This change is based upon plans issued by Moman Architects dated 7/2/02. Please see attached breakdown and exhibits for reference.

Item	Description	Quantity	Units	Unit Price	Subtotal	Fee %	Fee	Net Amount
00001	Building H Complete	1.000	ls	262087.00	62,087.00	5.00	13104.35	275191.35

**Lump Sum:** \$275,191.35*Sales Tax Exemp*

The approval of this Proposed Change Order constitutes authorization to proceed with the work herein.

**SUBMITTED BY:**
**By:**   
 Marc Shepard
**Date:** 8/29/02**APPROVED BY:**
**By:**   
 Paul Linehan
**Date:** 9/3/02



**AGENDA ITEM 46**

Discuss and take appropriate action concerning the park advisory committee.

No action was taken on this agenda item, which will be added to the September 10, 2002 meeting.

**AGENDA ITEM 47**

Consider clarifying positions awarded in 2002/2003 budget for Constables and take any appropriate action deemed necessary, which may include amending 2002/2003 budget and order.

The Budget Order was amended to include the current accounts payable procedures.

Moved: **Judge Doerfler**

Seconded: **Commissioner Limmer**

Motion: To approve the September 3, 2002 Amended Budget Order.

Vote: **4 – 0**

< Attachment >

STATE OF TEXAS

COUNTY OF WILLIAMSON

**AN ORDER ADOPTING THE 2003 COUNTY BUDGET  
(amended 9/3/02)**

WHEREAS, the Williamson County Commissioners Court is authorized and required to adopt an annual budget for all Williamson County officials and their departments after due consideration;

WHEREAS, the Williamson County Commissioners Court did invite and encourage public participation from County officers, precinct officers, department heads, and the general public, as to the various needs of the citizens of Williamson County for the fiscal year 2003;

WHEREAS, the Williamson County Commissioners Court, after a full discussion of the needs, did make changes in the proposed budget filed by the County Judge in accordance with law; NOW

THEREFORE, BE IT ORDERED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT that the proposed budget filed by the County Judge and amended by the Commissioners Court be adopted with the following provisions:

**1. Definitions.**

a. "Authorized paid leave" includes holidays, sick leave, vacation, compensatory time taken, personal leave, military leave, jury duty, and all similar forms of compensation allowed by the annual budget order.

b. "Employees not subject to the plan" includes all employees who are not subject to the guaranteed salary with fluctuating hours plan ("the plan").

c. "Employees subject to the plan" includes all employees who are subject to the plan, as defined above. These employees include only those working in the Emergency Medical Service, Juvenile Detention and Academy, Communications, and Deputy Constables.

d. "Exempt employees" include all county and precinct officials, department heads, and employees who are not subject to the overtime regulations of the Federal Fair Labor Standards Act, or whose working hours are not restricted by that Act. Exempt employees will be identified as such by the Williamson County Human Resources Department after consultation with the elected official or other department head.

e. "Nonexempt employees" include all county and precinct employees who have not been identified as exempt employees by the Williamson County Human Resources Department.

f. "Officials" includes District, County and Precinct officials and any other officials for which the Commissioners Court has the authority to adopt a budget, and any official, employee, or agency that receives County funds. The provisions of this Order relating to authorized paid leave do not apply to elected officials, the County Auditor, or the Chief Juvenile Probation Officer.

g. "Part-time employees" includes all employees, other than temporary or seasonal employees, who are scheduled to work less than 40 hours per week. The elected official or other department head must identify all such employees to the Human Resources Department to assure that their compensation and benefits will be properly calculated and paid.

h. "Temporary and seasonal employees" include all employees hired for a period not to exceed 90 days. Such employees do not accrue longevity, sick leave, or vacation (but shall receive any paid holidays that occur during a week in which the employee works at least 24 hours). If an employee originally intended to be temporary remains for more than 90 days, they will be treated like all other employees for salary and benefit purposes, but will receive no retroactive salary or benefits

i. Authorized travel means any travel by a County official or employee for the purpose of official County business.

- j. Day Travel means travel outside the County but does not include an overnight stay.
- k. Overnight Travel means travel outside the County that exceeds a 50-mile radius and does includes an overnight stay.
- l. Emergency means the occurrence of an unforeseen circumstance, which may result in harm to the public good.
- m. Official county business means business that relates directly to a person's work function and benefits the County.
- n. Training reimbursement shall include all expenses relating to training including travel to the destination, meals, lodging and training aids. (workshops, seminars, conferences).
- o. Travel reimbursement shall include all expenses relating to travel including travel to the destination, meals and lodging. (ie: delivering documents, transport a prisoner, attending county business meetings).

### Salary

2. Salaries for County and Precinct Officials are set as follows:

a. Judge of the County Court	87,149.35\$ per year
b. Judge of the County Court at Law #1	107,163.75\$ per year
c. Judge of the County Court at Law #2	107,163.75\$ per year
d. Judge of the County Court at Law #3	107,163.75\$ per year
e. County Attorney	107,163.75\$ per year
f. County Sheriff	87,149.35\$ per year
g. County Clerk	69,341.25\$ per year
h. County Tax Assessor/Collector	73,543.75\$ per year
i. District Clerk	71,442.50\$ per year
j. County Treasurer	68,290.63\$ per year
k. Each County Commissioner	63,927.91\$ per year
l. Each Justice of the Peace	56,996.41\$ per year
m. Each Constable	53,624.01\$ per year

3. The number of employee positions established and authorized for each official and/or department, and the maximum allowable salary for each position is reflected in the annual approved county budget filed with the County Clerk. No County or Precinct Official or Department Head is required to pay the maximum salary allowed; the actual salary to be paid to each employee may not exceed the maximum or vary from the county's new hire and promotion salary policies without prior approval from the County Judge's office. Any merit increases must adhere to the county grade and step policy. Merit increases shall be limited to no more than three steps for any one individual during any specific budget year. The actual salary is to be certified by the County Judge's office before the last day of the pay period. The County Judge's office will forward all approved payroll action sheets to the Payroll Department. Overtime compensation shall be determined in accordance with the Overtime Policy below.

4. a. All employees of officials or employees in any other department, including any department head appointed by the Commissioners Court, shall be paid longevity pay above their regular salary set by the employing official or department head. Longevity pay is related solely to length of total service with the county.

b. Longevity pay shall begin with the pay period following the completion of five years employment and shall increase with the pay period following each additional five years of employment, to a maximum of twenty five (25) years. However, temporary and seasonal employment shall not contribute to longevity, and part-time employment after October 1, 1998, shall be credited only on a pro-rated basis. Part-time employees who are regularly scheduled for less than 20 hours per week shall not earn any longevity credit.

c. Longevity pay shall be paid twenty-six (26) times per year, as follows:

- \$12.00 per pay period after completing five years of employment;
- \$24.00 per pay period after completing ten years of employment;

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- \$36.00 per pay period after completing fifteen years of employment;
- \$48.00 per pay period after completing twenty years of employment;
- \$60.00 per pay period after completing twenty-five years of employment.

\$60.00 per pay period shall be the maximum allowable longevity.

## Overtime Policy

## 5. General Provisions on Overtime.

## a. Statement of Intent.

i. The following rules regarding overtime represent an effort to go over and beyond the minimum requirements imposed by Federal law in the interest of fairness. The examples are designed as general illustrations of the principles involved, as well as of the sort of situations that the policy is intended to address.

ii. The Texas Constitution absolutely forbids counties from making a gift. Therefore, Williamson County cannot pay an employee any compensation that is not authorized in its budget. The allowances for authorized paid leave in the budget order are the exclusive forms of paid leave provided by the county to its employees. The county cannot legally pay someone for unworked hours that do not fall under one of these categories, or that exceed the maximum amount allowed. The department head may grant employees unpaid leave if they have exhausted their paid leave, but may not agree to make any payments not authorized by Commissioners Court. Except as otherwise provided in this Budget Order, the Human Resources Department and Auditor shall reject any departmental request to pay a full-time employee who has not actually worked 40 hours during a 7-day work period and is not entitled to authorized paid leave.

## b. Work Period.

i. Except as provided below, the "work period" for purposes of calculations under the Fair Labor Standards Act shall be a 7-day week. Generally, nonexempt employees may only work 40.00 hours during a week without incurring an overtime obligation for the county.

ii. Employees who are trained peace or corrections officers primarily involved in law enforcement or corrections activities shall have a 14-day "work period" for purposes of calculations under the Fair Labor Standards Act. Nonexempt employees in these categories may work 85.00 hours during a work period without incurring an overtime obligation.

iii. Only hours actually worked count toward the overtime limit for nonexempt employees. Holidays, vacation, and other forms of paid leave do not contribute to the total number of hours worked in a work period.

iv. Although employees who are exempt or not subject to the Fair Labor Standards Act never have any federally-guaranteed right to overtime compensation, a department head may allow such employees flexible hours, even if this occasionally results in full pay for a week in which the employee works less than 40 hours, so long as the average work week of the employee exceeds 40 hours (including authorized paid leave).

*Example 1:* a felony prosecutor puts in 60 hours during a jury trial week, and the DA lets her take 2 days off a few weeks later; she gets no extra compensation for the long week, but (at the discretion of the DA) the short week is not charged against her accrued paid leave.

## c. Controls on Overtime

i. Nonexempt employees may only work on a county holiday or outside normal working hours at the express direction of their supervisor or with the express permission of their department head or designee. Additional hours worked without such authorization will not be compensated, except to the limited extent required by Federal law, and may result in discipline or termination. *It is the responsibility of the department head to enforce this policy and to prevent the filing of claims for unauthorized compensation.*

*Example 2:* An employee is sick on Monday, then gets permission to work 8 extra hours later in the week; under the policies described below, the employee will not be charged with any expenditure of sick leave.

*Example 3:* Another employee is sick the same day, then works 8 extra hours without permission; the

employee is charged with 8 hours sick leave and accrues no compensatory time.

ii. Department heads are responsible for controlling overtime so as to avoid creating an excess liability for the county. The Commissioners Court is not required to amend the budget or approve line-item transfers to allow for the payment of unnecessary overtime compensation, or for hiring any additional employees required to keep an office open while the regular employees are taking their compensatory time. Employees are encouraged to take any accrued compensatory time as soon as they possibly can, rather than allowing it to accumulate

*Example 4:* five employees, each with 80 hours of accrued compensatory time, quit a department at once; the department head may have to do without any replacements for 10 employee-weeks or risk running out of salary money before the end of the year.

d. Adjustments to Working Hours.

i. Sick leave, holiday time, personal leave, vacation, and other authorized paid leave shall be charged against an employee only to the extent that the employee actually works less than 40 hours during a 7-day work period (or 85 hours in a 14-day work period, if applicable). This policy shall be administered so as to preserve accrued sick leave as the highest priority, with the other categories following in the order set out above.

*Example 5:* an employee takes personal leave all day Monday, but works 6 extra hours (with permission) before Thursday; the employee is only charged for 2 hours leave, not 8.

*Example 6:* an employee takes a Friday vacation day, is called out on an icestorm emergency for ten hours on Sunday, and has the flu on Tuesday; the employee is charged with no sick leave and only 6 hours of vacation leave.

ii. Whenever possible, an employee who works on a holiday with permission is to be given another day off within the same 14-day pay period. County holiday hours that the department head determines cannot be taken off during the current pay period shall be compensated as provided below.

6. Provisions only applicable to employees not subject to the plan.

a. Except as required by Federal law or allowed by this policy, employees not subject to the plan shall receive only compensatory time in lieu of overtime payments.

b. In the event that a nonexempt employee not subject to the plan is required or requested to work outside his or her normal working hours or on a county holiday, the employee shall be entitled to compensatory time at the rate of time-and-a-half, but only to the extent that hours actually worked exceed 40 in a week or 85 (as the case may be) during the work period. (see section 5.b) The employee shall be entitled to compensatory time at a flat rate to the extent that the sum of hours worked (or 40 [85, when applicable], whichever is less), plus authorized paid leave taken after the adjustments described above, exceeds 40 (or 85) hours during the work period.

*Example 7:* a deputy clerk takes holiday leave on Monday, then works from 5 until 10 PM at a jury trial on Wednesday; she has worked less than 40 hours, so she has earned no time-and-a-half, but the sum of 37 hours worked plus 8 hours paid leave is 45, so she gets 5 hours of flat-rate compensatory time. [If the Monday leave had been emergency leave instead, no compensatory time would be earned, but the employee would only expend 3 hours of her accrued emergency leave.]

*Example 8:* a road and bridge employee takes a Friday holiday, but then is called out for 10 hours on Sunday to cope with a flood; the employee has worked 42 hours, so he is entitled to just 3 hours of time-and-a-half compensatory time, but the sum of 40 plus the paid leave is 48, so he gets 8 hours of additional flat-rate compensatory time, for a total of 11 hours.

c. The Commissioners Court, at its sole option, may "purchase" employees' accrued compensatory time by paying them the overtime pay mandated by the Fair Labor Standards Act. This may be necessary from time to time in order to properly manage the county's liability for outstanding overtime compensation.

d. County holiday hours worked by an employee not subject to the plan that the department head determines cannot be taken off during that pay period shall be converted hour-for-hour to flat-rate holiday time, by the Human Resources Payroll Department's payroll processes and the employee's holiday time will be reflected in their holiday bank for use at a later time.

f. Non-exempt law enforcement officers and corrections officers employed by the Sheriff's Department who work the 85-hour work-period may be paid their regular salary for the first 80 hours worked plus their regular hourly

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rate ("straight time") for additional hours up to 85 hours worked; after 85 hours these employees may be paid at a rate of 1.5 their regular hourly rate, although the County Judge and Commissioners' Court may at their discretion limit or suspend paid overtime compensation and provide compensatory time at the rate of 1.5 times the overtime hours worked in excess of 85 hours in a work period, or provide some combination of paid overtime and compensatory time. The County Judge and the Commissioners' Court may also at their discretion limit or suspend the "straight time" compensation for additional hours worked between 80 and 85 hours in a work period.

**7. Provisions only applicable to employees subject to the plan.**

a. Nonexempt employees who are subject to the plan are not eligible to earn compensatory time or "bonus time" in place of overtime pay. They must be paid additional cash compensation for their overtime as each pay period occurs. Because their salary is not subject to reduction if they work fewer hours, however, these employees are not paid time-and-a-half for their overtime hours.

b. They shall be compensated with additional pay for all overtime hours at an hourly rate equal to their guaranteed salary for the work period divided by the number of hours that they actually worked during the period. However, since EMS employees are routinely scheduled to work overtime, they shall be compensated for overtime at the same hourly rate as for their first 40 hours per week (*i.e.*, their guaranteed weekly salary divided by 40).

c. The salary provided for a nonexempt employee subject to the plan is not subject to reduction because the employee worked fewer than 40 or 85 hours (as the case might be) during the work period. Salary may not be "docked" for absences, although an employee who willfully misses work is subject to disciplinary action. This might include unpaid disciplinary suspension or termination.

d. However, payment of a salary is not guaranteed if the employee does not work at all during the work period. An employee under the plan who performs no work during a given period will not be paid, except to the extent of any accrued leave that the employee has previously earned. Unpaid leave, under the Family and Medical Leave Act (FMLA) or otherwise, is regulated by the same rules that apply to employees who are not subject to the plan.

e. Employees subject to the plan accrue vacation, sick leave, and personal leave, and are entitled to leave under the FMLA, on the same basis as any other employee. Similarly, when the employee is absent from work, the absence is charged against accrued leave on the same basis as any other employee. The only difference is that the salary of an employee subject to the plan may not be reduced for absences—even if the employee has no accrued leave—in any work period during which the employee performed any work. Like any other employee, an employee subject to the plan may be disciplined or terminated for excessive tardiness or absences.

f. County holiday hours earned by an employee subject to the plan that the department head determines cannot be taken off during that pay period shall be converted hour-for-hour to flat-rate holiday time, by the Human Resources Department's payroll processes and the employee's holiday time will be reflected in their holiday bank for use at a later time.

### **Paydays**

8. a. All officials, their employees, department heads and their employees shall be paid every other Friday for the two-week pay period ending on the Thursday 8 days prior to the payday. If that Friday falls on a holiday, payday shall be the last working day prior to the holiday.

b. At the end of each pay period, all employees (including non-elected department heads) must report to their supervisor any authorized paid leave they have taken during the pay period. In addition, all nonexempt employees are to report their actual working hours. These reports shall be in a form acceptable to both the Human Resources Department and Auditor. The reports are to be reviewed by the department head and, if approved, forwarded to the Payroll Department, which must receive them no later than 9:00am on the 7<sup>th</sup> day prior to payday. Any corrections or additions to Payroll resulting in less than or equal to 16 hours will not be processed until the following pay period.

c. In the event that one of these payroll reports is omitted or incorrect, a corrected report should be submitted not later than the end of the following pay period. Except in exceptional cases, it will not be possible to correct the payroll records at a later date. The burden is equally on the department head and the individual employee to avoid falsification of the government records reflecting hours worked and leave taken.

### Expenses

9. The expense allowance for all officials and all employees is as follows:

a. Any County official or employee who is required to use a personal vehicle while on official County business may be entitled to receive mileage at the Internal Revenue Service allowable deduction for mileage, upon submitting the required documentation to the County Auditor.

b. The officials and employees who are listed in the section entitled "County Vehicles," below, are to be provided with a County vehicle in lieu of mileage.

### ACCOUNTS PAYABLE DEFINITIONS

1. Authorized travel – any travel by a County official or employee for the purpose of official County business.
2. Day travel – travel outside the County but does not include an overnight stay.
3. Overnight travel – travel outside the County that exceeds a 50-mile radius and does include an overnight stay.
4. Emergency – the occurrence of an unforeseen circumstance, which may result in harm to the public good.
5. Official County business – business that relates directly to a person's work function and directly benefits the County.
6. Training reimbursement – shall include all expenses relating to training including travel to the destination, meals, lodging and training aids. (workshops, seminars, conferences)
7. Travel reimbursement – shall include all expenses relating to travel including travel to the destination, meals, lodging. (delivering documents, transport a prisoner, attending county business meetings)

#### c. Travel Policy

1. The employee shall be responsible for all excess costs and additional travel expense resulting from taking an indirect route or a delayed return trip for personal preference or convenience.
2. No advance travel expenditure will be paid directly to the employee. If an employee pays for an expense in advance, reimbursement will not be made until after the trip is taken.
3. Reimbursement for transportation costs will be at the most reasonable means of transport. (i.e.: airline cost will be reimbursed at coach rate)
4. Additional expenses associated with travel that is extended to save costs (i.e.: a Saturday night stay) may be reimbursed when the cost of airfare would be less than the cost of additional expenses (lodging, meals) if the trip had not been extended. Documentation will be required to justify the expense.
5. All expense reimbursement requests must include the following:
  - a) Date
  - b) Destination
  - c) Purpose
  - d) Name of traveler(s)
6. Each expense reimbursement must have an original signature of the person requesting the reimbursement & the department head approval.
7. A secondary authorization signature on a reimbursement is required if the individual is not an elected official.
8. All expense reimbursements must be received in the Auditor's office no more than 60 days after the incurrence of the expense. Any items over the 60 days will be denied reimbursement.
9. The County will not reimburse travel expenses incurred by a spouse or other individual accompanying an employee on business.
10. All expenses except mileage & meals must have a paid receipt. If a receipt cannot be obtained a written statement of the expense from the employee may be substituted for the receipt.
11. The Supreme Court has ruled that the Internal Revenue's ruling that "traveling expenses" incurred "while away from home" which are deductible under Section 162 (a) (2) of the Internal Revenue Code include the cost of meals only if the trip requires sleep or rest. Therefore, all meals not associated with an overnight stay are taxable to employees.
12. Credit card bills paid through Accounts Payable (i.e.: American Express) must have all receipts attached, excluding meal receipts. Meals for day travel should NOT be charged on a county credit card. (See item 11 above)
13. Sales tax on goods purchased will not be reimbursed. Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Please request a sales tax exemption form from the Auditor's office before purchasing goods.
14. An employee who loses a required receipt should seek a duplicate. When an acceptable duplicate is

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- unobtainable, the employee should submit a statement itemizing the expenditure with the expense report.
15. The County will not pay for any late charges incurred on County credit cards. It is the cardholder's obligation to make sure the bill is submitted in a timely manner.
  16. Employees shall be responsible for repayment of inappropriately reimbursed expenses whenever an audit or subsequent review of the travel expense reimbursement documentation finds that such expenses were reimbursed contrary to these guidelines.
  17. Any personal expense incurred by employees should be reimbursed to the County. Please attach your check made payable to Williamson County for these charges with your expense reimbursement.

## d. MEALS

1. Reimbursement for meal costs in travel of less than one day is provided solely to offset actual expenses where restaurant meal costs are incurred. It is not provided as a benefit merely because the employee is outside the county for all or part of the workday.
2. Each employee is on their honor to request reimbursement for actual expenses incurred.
3. Meals are reimbursable only for County business trips that are outside the county.
4. Meals are limited to a maximum of \$28.00 per day for overnight travel and a maximum of \$14.00 per day for day travel. Claims for less than the allowable amounts are permitted. When requesting meal reimbursement for overnight travel, please submit documentation of your overnight stay.
5. If an overnight stay is required, but the stay does not exceed a 50-mile radius outside the County, you may claim an amount up to the \$28.00 overnight allowance for your meals, but lodging will not be reimbursed.
6. Meal receipts are not required unless requested by your supervisor or department head. Meal receipts that are turned in to Accounts Payable will be audited.
7. No reimbursement will be made for alcoholic beverages.
8. The IRS has ruled that certain amounts paid to employees for meal expense may be taxable income to the employee. Meals associated with day travel are taxable to the employee. These reimbursements will be forwarded to the payroll department to process the expense. Do not charge day travel meals on your county travel card.
9. Employees should only request reimbursement for their own expenses. Any employee who requests reimbursement for a day travel meal for another employee will be charged taxes on the amount requested for both employees.
10. Tips should be reasonable, no more than 15% and should be included in the \$14.00 or \$28.00 meal allowance.
11. Employees whose duties take them to alternate work locations within the County are not reimbursed the lunch meal. It is the employee's own responsibility to make provisions for lunches that are incurred within the County.
12. No meals purchased for entertainment/business purposes will be allowed.

## e. LODGING

1. Lodging expenses will be reimbursed only if traveling beyond a 50-mile radius of Williamson County.
2. Hotel accommodations require an original itemized hotel folio as a receipt. The lodging receipt should include the name of the motel/hotel, number of occupants and the goods or services for each individual charge such as room rental, food, tax, etc. Credit card receipts by themselves are not accepted as receipts.
3. Individuals will only be reimbursed for a single room rate charge + any applicable tax. If a single room is not available you must provide documentation to justify the expense. You may also be required to provide additional documentation if the room rate appears to be excessive.
4. When lodging is shared by two or more employees the names of the authorized travelers should be noted on the receipt.
5. Each employee should review the room invoice carefully for accuracy upon checking out.
6. Personal telephone charges whether local or long distance are not reimbursed. If you incur telephone charges that are County related, please identify them on your hotel receipt.
7. Government rates, when available should be requested at all times.
8. When staying with a relative, or other non-commercial lodging no receipt is required, but a written statement stating the circumstances of your stay will be required.



**f. PERSONAL CAR USAGE**

1. Any County official or employee who is authorized to use their personal vehicle in the performance of their duties shall be allowed a reimbursement equal to the standard mileage rate allowed by the IRS. Please check with the Accounts Payable department for current rates.
2. Mileage will be reimbursed on the basis of the commonly used route. Reimbursement will not be made for extra miles logged from a roundabout route.
3. Reimbursement for mileage shall not exceed the cost of a round trip coach airfare. You may be required to provide a cost comparison between mileage and airfare.
4. Reimbursement for mileage shall be prohibited between place of residence and usual place of work.
5. Mileage should be calculated from the employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting, conference or seminar.
6. When more than one employee travels in the same vehicle, only one may claim mileage reimbursement.
7. To be reimbursed for the use of a personal vehicle, travelers must provide the following information on their expense report:
  - a) *The purpose of the trip*
  - b) *Date*
  - c) *Location traveled to and from*
  - d) *Number of miles traveled*
8. Tolls & parking fees, if reasonable are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of the expense must be submitted for reimbursement.
9. It is the responsibility of employees to keep track of their own mileage.

**g. RETREATS**

A retreat is a period away from normal activities for study and instruction under a professional trainer. Retreats provide a forum to discuss issues and ideas that will aid in running your department.

1. Retreats are limited to once a year per department.
2. The lodging/meal rules for retreats are the same as for travel reimbursements.
  - a) Lodging must be beyond a 50-mile radius of Williamson County
  - b) An itemized hotel/motel receipt must be submitted
  - c) Only single room rates will be reimbursed unless single rooms are not available. Documentation will be required.
  - d) You may be required to justify charges that appear excessive.
  - e) Meals are limited to either the \$14.00 or \$28.00 daily allowance rule.
3. You must submit an agenda and/or minutes from the retreat with your expense reimbursement.
4. A list of attendees must also be submitted so there may be documentation of who has benefited from this retreat.

**h. AIRFARE**

1. Where air travel is required, only the most economical (coach) airfare shall be obtained. If coach rates are not available, proof must be provided for the higher rate.
2. Airfare reimbursement will be paid directly to the travel agency, airlines or your county travel card. (i.e.: American Express)
3. Employees who pay for their own airfare tickets will be reimbursed upon return from their business trip.
4. Air travel expenses must be supported with the receipt copy of your airline ticket or an itinerary. If tickets are purchased through a web site, please submit a copy of the web page showing the ticket purchase if no paper ticket is issued.
5. Cancellation penalties may be levied by airlines when a ticket cannot be used. The County could reimburse the employee this cost if the change in travel plans was due to a business related change or a personal emergency. Documentation for the change must be submitted to the County Auditor for consideration of payment.
6. Should an airline delay necessitate an overnight stay, the employee must first attempt to secure complimentary lodging from the airline. If unsuccessful, the employee should obtain lodging at the most reasonable available rates and the County will reimburse this expense. Documentation for the delay must be submitted.

## Budget Order

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**i. CAR RENTAL**

1. Travelers may rent a car at their destination when:
  - a) It is less expensive than other transportation modes such as taxis, airport shuttles or public transportation such as buses or subways.
  - b) Cars rented should be economy or mid size. Luxury car rentals will not be reimbursable.
2. Rental cars will not be allowed for travel within the County.
3. Employees may rent a car to travel to their business destination outside the county only if the total cost of the rental is less than the mileage reimbursement cost.  
(Check with Accounts Payable for current rates) Documentation showing the cost comparison between the rental cost and mileage may be required.
4. Many car rental companies charge an exorbitant cost for gasoline if the car is not returned with a full tank. Employees should avoid such unnecessary charges by returning the car with a full tank.
5. The rental agreement and the charge card receipt (if applicable) must be turned in with your expense request.
6. Insurance purchased when renting a vehicle may also be reimbursed.

**j. SEMINARS/CONFERENCES**

1. A copy of a cancelled check in lieu of a paid receipt may be used as the receipt for registration fees.
2. The check must be made payable to the seminar/conference and a copy of BOTH the front and back of the check is required. In addition, a brochure or similar document of the conference or seminar indicating the amount of registration fee and the conference agenda must accompany the cancelled check supporting the reimbursement claim.
3. You can request payment directly to the seminar/conference by submitting a check requisition form to the Accounts Payable department with proper backup documentation. Please note that a check request will take 13-20 days to process once it is received in the Accounts Payable department.
4. Registration fees if paid by the employee will not be reimbursed until after the conference or training date.

**k. OTHER EXPENSES**

1. Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt. If a receipt is unobtainable or is lost, a written statement must be submitted for the expense.
2. Expenses other than meals or mileage require a receipt for reimbursement.
3. Only paid receipts will be reimbursed.

**l. NON REIMBURSABLE EXPENSES**

1. The County does not reimburse expenses related to county government week or holiday decorations.
2. Coffee, tea and other related items used by employees are NOT reimbursable expenses.
3. Mileage to and from County functions such as the Christmas party or Employee Appreciation luncheon is not reimbursable.
4. Other non reimbursable expenses:
  - a) Alcoholic beverages/tobacco products
  - b) Personal phone calls
  - c) Laundry service
  - d) Valet service
  - e) Movie rentals
  - f) Damage to personal clothing
  - g) Flowers/plants
  - h) Greeting cards
  - i) Fines and/or penalties
  - j) Entertainment, personal clothing, personal sundries and services
  - k) Transportation to places of entertainment or similar personal activities

- l) Upgrades – air, hotel or car rental
- m) Auto repairs
- n) Baby sitter fees, kennel costs, pet or house-sitting fees
- o) Saunas, massages or exercise facilities
- p) Credit card delinquency fees
- q) Doctor bills, prescriptions and other medical services

m. For any official, their employee, or the employees or reserve deputies of other departments to receive expense allowances under a. through l above, the funds to be used to pay the reimbursement must have been appropriated by the Commissioners Court prior to the expenses being incurred.

n. Transfer of funds out of the following line items will not be allowed:  
1) Salaries; 2) Fringe Benefits; 3) Training; 4) Vehicle Deductible; (5) Telephone  
Transfer of funds into the above line items may be allowed, except that funds will not be transferred into a salary line item to cover an avoidable overtime obligation that was—in the judgment of the Commissioners Court—unnecessary.

- o. Any bill or invoice must be submitted to the County Auditor for payment within fourteen (14) days of receiving it, and all expense reimbursements must be submitted to the County Auditor for payment within sixty (60) days of the expenditure.

### County Vehicles

10. The use of County equipment or vehicles for personal use is prohibited by law, but because of the need for specific officials and specific employees to respond to emergencies at night or on weekends, the following officials and employees (with the concurrence of their department head) are authorized to take a County vehicle to their home at night within Williamson County, even though this involves the use of a County vehicle for travel to and from their home each day:

- a. Each County Commissioner;
- b. The County Sheriff and paid Deputy Sheriffs;
- c. Each Constable and paid Deputy Constable;
- d. Sheriff's and prosecutors' investigators;
- e. Sheriff's and Constable's Reserve Deputies under conditions agreed between the elected official and the Commissioners Court;
- f. one Public Information Officer and one Evidence Technician from Sheriff's Dept.
- g. 2 (two) Corrections Captains from Williamson County Jail
- h. The Unified Road Superintendent;
- i. Any road and bridge employees designated by the Unified Road Superintendent and approved by the Commissioners Court;
- j. The County Maintenance Director;
- k. One maintenance employee designated by the Maintenance Director and approved by the Commissioners Court;
- l. The EMS Director.
- m. County Extension Service
- n. Information Technology Director

o. One "on-call" Information Technology employee as designated by Director  
*It is expressly forbidden under this order for any county vehicle to be used for personal use at any time.*

### Holidays

- 11. a. The established holiday schedule for paid holidays for the 2002/2003 budget year is as follows:

—  
= Veterans Day, Monday,

November 11, 2002

## Budget Order

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Thanksgiving Holiday,	Thursday, November 28, 2002
	Friday, November 29, 2002
Christmas Holiday,	Monday, December 23, 2002
	Tuesday, December 24, 2002
	Wednesday, December 25, 2002
New Year's Day	Wednesday, January 1, 2003
Martin Luther King Birthday	Monday, January 20, 2003
Presidents Day	Monday, February 17, 2003
Good Friday	Friday, April 18, 2003
Memorial Day	Monday, May 26, 2003
Independence Day	Friday, July 4, 2003
Labor Day	Monday, September 1, 2003

b. In departments with regular assigned shifts that take no account of a holiday, so that some employees are normally scheduled for that day and others are not, all employees shall equally be given one shift of paid leave. *[Example: If some deputies are scheduled for Monday, Wednesday, and Friday during the week of Memorial Day, while others are scheduled for Tuesday, Thursday, and Saturday, all of them receive the same amount of paid leave, even though only half of them worked on the holiday Monday itself.]* This leave should normally be scheduled and taken within the pay period when the regular holiday occurs (and preferably on the holiday itself). If the department is unable to schedule the employee for a shift of holiday leave within that pay period, the time shall be added to another form of authorized paid leave as provided in the Overtime Policy above.

c. Other employees scheduled to work on a paid holiday will be allowed alternative leave as provided in the Overtime Policy above.

### Vacation

12. Any elected official's employees, and nonelected department heads and employees, shall accrue vacation hours as follows:

a. With the exception of EMS employees, employees with less than five years of employment will accrue 3.08 vacation hours per pay period. After completing five years of employment, four (4) hours vacation will be accrued per pay period, and after ten years employment, five (5) hours vacation will be accrued per pay period. EMS employees with less than 10 years of employment will accrue 5.538 hours vacation per pay period. After completing 10 years of employment, 6.46 hours will be accrued per pay period.

b. Part-time employees who are not temporary or seasonal, may accrue vacation on a pro-rated basis. However, part-time employees who are regularly scheduled for less than 20 hours per week shall not accrue any vacation. *Example:* 40 hours per pay period accrues 1.54 hours vacation. No temporary or seasonal employees may accrue any vacation hours.

c. Vacation will be accrued on the payroll system. Employees may carry-over their accrued vacation balances as follows:

Employees with less than five years of employment—80 Hours;  
 Employees with 5-10 years—120 Hours;  
 Employees with 10 or more years—160 Hours.  
 EMS employees with less than ten years of employment – 144 Hours  
 EMS employees with ten (10) or more years – 168 Hours

If an employee reaches maximum accrual, no further vacation will be accrued until the employee has taken vacation hours.

d. Employees on shift work may take vacation one shift at a time instead of consecutively, with the approval of their department head.

e. No vacation may be "sold" or "bought." However, to encourage employees to give advance notice of their separation, employees who leave county employment will be paid for their accrued untaken vacation as of the date of termination.

f. All vacation accruals will be pro-rated based on an employee's hire date and an employee's term date. For example, if a new employee only works one week during the normal two week pay period, they will accrue  $\frac{1}{2}$  or 3.08/2 or 1.54 hours of vacation the first pay period worked.

### Sick Leave

13. Any elected official's employees, and nonelected department heads and employees, shall accrue thirteen (13) days of sick leave per fiscal year.

a. Sick leave will accrue at the rate of four (4) hours per pay period. Sick leave hours will be accrued on the payroll system. Paid sick leave is cumulative up to sixty days (480 hours).

b. Part-time employees who are not temporary or seasonal, may accrue sick leave on a pro-rated basis. However, part-time employees who are regularly scheduled for less than 20 hours per week shall not accrue any sick leave. *Example:* 40 hours per pay period accrues 2 hours sick leave. No temporary or seasonal employees may accrue any sick leave.

c. No sick leave may be "sold" or "bought." Employees who leave county employment will not be paid for unused accrued sick leave.

d. Sick leave may only be used for sickness of the employee, to care for immediate family (as defined in the Family and Medical Leave Act policy adopted by Commissioners Court), or for paid leave under the Family and Medical Leave Act; it is not an alternate form of vacation or personal leave. Sick leave may not be converted to another form of leave to avoid entering unpaid leave status.

p. The Family and Medical Leave Act policy adopted by Commissioners Court will be the official guideline for serious illness of employee, maternity leave, adoption, foster care placement, or the serious illness of an employee's child, spouse or parent.

f. All sick accruals will be pro-rated based on any employee's hire date and any employee's term date. For example, if a new employee only works one week during the normal two week pay period. They will accrue  $\frac{1}{2}$  or 4.00/2 or 2.00 hours of sick time their last pay period worked.

### Family and Medical Leave

14. a. Under the Family and Medical Leave Act (FMLA) policy all employees will be required to use all accrued sick, vacation and earned compensatory time to have paid leave under FMLA. When employees have exhausted all forms of paid leave, they shall be placed on unpaid leave as provided in the FMLA policy. However, if employees on leave are receiving workers' compensation, they will receive that as their sole compensation and will neither receive county pay nor expend previously accrued leave.

b. At the end of the twelve (12) weeks for FMLA, or for reasons other than FMLA, employees may be placed on unpaid leave if the department head can discharge the responsibilities of their office without the presence of the employee. However, employees may not be placed on unpaid leave unless they have previously exhausted their accrued paid leave in all categories applicable to their situation.

c. As long as an employee is on FMLA leave or leave without pay, the employing official or department head may not hire another regular, full-time employee to fill that position, unless expressly authorized to do so by the Commissioners Court. Requests for intermittent leave will be strictly scrutinized to assure both compliance with FMLA and minimum disruption to the workplace.

d. While on unpaid FMLA leave, or any other form of unpaid leave, the employee shall not accrue any vacation or sick leave hours or receive pay for scheduled county holidays.

e. Any full-time employee is eligible for FMLA after completing 12 months of employment with the county.

## Budget Order

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- f. Any part-time employee working for the County at least 1250 hours for one or more years will be included within the Family and Medical Leave Act policy adopted by the Commissioners Court.

**Other Leave**

15. a. Any official or department head may grant paid emergency leave up to two (2) days per fiscal year in addition to vacation or paid sick leave. Emergency leave may be granted only for one of the following: Funerals of relatives or close friends, auto accidents, or emergency repairs of home or autos. Emergency Leave is non-cumulative and may not be "sold" or "bought."

b. Any official or department head may also grant one (1) floating holiday per fiscal year to an employee for personal or business reasons. The floating holiday may be used for any reason other than sick or recreational. The floating holiday is non-accumulative and may not be "sold" or "bought."

16. Each official or department head shall grant paid jury duty leave to any employee, as well as any leave for national service required by law.

17. a. Extra holidays, bad weather days, public disasters, official funerals, and similar occasions that involve the suspension of all routine county business may only be declared by the County Judge or his designated representative.

b. If the emergency situation is prolonged beyond 7 days, the Commissioners Court or department head may, at their discretion, place employees whose services are not required on unpaid leave (in which case the employee may use any accrued paid leave).

c. So long as an office is open, its employees are expected to be there unless there are special circumstances, distinct from those affecting other employees, that make their travel or attendance unsafe. Whether an individual will be paid under these circumstances, or must use some form of authorized paid leave, is left to the sound discretion of the department head.

**Benefits**

18. a. All eligible County and Precinct officials, employees and retirees will have the opportunity to enroll in one of the health benefit plans under the Self-Funded Williamson County Benefits Programs or the Scott and White HMO plan.

b. A Benefits Committee composed of the County Judge, one County Commissioner, and three other persons selected from departments heads and employees will serve as trustees of the Williamson County Benefits Program. This committee will act in compliance with the Texas Local Government Code, Chapter 172, sec. 172.001-172.015, Texas Political Subdivisions Uniform Group Benefits Program.

c. All employee health premium rates will be paid on a pretax basis through payroll deduction. The employee health premium rates will be determined each year by the Williamson County Benefits Committee and approved by the Commissioners' Court. The County will fund the balance of the total health premium that is over and above the portion paid by the employee.

d. County and Precinct officials, employees and retirees may also cover their eligible dependents under the same health benefit plan that they elect. The appropriate additional premium for dependent coverage will also be deducted through payroll on a pretax basis.

e. The eligible retiree will be provided health benefits for a specified premium rate, again, with the County funding the balance of the total health premium. The retiree may also cover their eligible dependents for an additional specified premium rate. A retiree is defined as someone who retires directly from active duty with Williamson County and is receiving lifetime monthly Texas County and District Retirement System (TCDRS) pension benefit payments. The County will stop insurance coverage on the retiree when a) the retiree becomes eligible for Medicare or b) the retiree fails to submit the required set premium. Anyone that retired before April 1, 1994 will have health insurance coverage until age seventy (70). All other retirees will have health insurance coverage until age sixty-five (65).

19. All officials, their employees and employees of other departments that work over eighteen (18) hours per week, per year, are required to participate in the Texas County and District Retirement System. The Payroll Department shall deduct the required amount from the employee's salary and the County shall make the required County contribution. The Commissioner's Court has appointed the Associate Director of Human Resources as custodian of the County Retirement System. Temporary workers may be exempted from participation as provided by Retirement System regulations.

20. a. In compliance with the Texas Workers' Compensation Insurance Act, all Williamson County employees are provided Workers' Compensation coverage.

b. The County's coverage is provided through the Texas Association of Counties Workers' Compensation Claims Fund. More information about Workers Compensation rights may be obtained from the Texas Workers Compensation Commission, or by calling (512) 448-7900, or by contacting the Williamson County Human Resources Department.

c. The Williamson County Human Resources Department will report all injuries to the Third Party Administrator for the Texas Association of Counties Workers' Compensation Claims Fund as they are reported. Claims for lost time are forwarded to the Texas Workers' Compensation Commission by the Third Party Administrator.

### Additional Provisions

21. In compliance with the Texas Department of Transportation's regulations for drug and alcohol testing, Williamson County employees or potential employees who possess CDL (Commercial) licenses and operate County owned equipment or vehicles are subject to pre-employment, random, and post-accident testing. Potential employees of the Williamson County Sheriff's Department and Emergency Medical Service are subject to pre-employment testing. All employees are subject to testing on probable cause to suspect intoxication while on duty.

22. An Employee Assistance Program (EAP) is available to Williamson County Employees and their eligible dependents. The EAP may be used for individual, confidential treatment of work-related problems or personal problems. It may also be utilized, at the supervisor's discretion, as treatment for various work-related personnel problems.

23. Williamson County will comply with all Fair Labor Standards Act Rules and Regulations. Employee records will be maintained for a minimum of four (4) years as mandated by the Act. The County is an Equal Opportunity Employer and will also comply with the Americans With Disabilities Act and the Family and Medical Leave Act. Williamson County has adopted a firm policy on sexual harassment and will not tolerate such behavior.

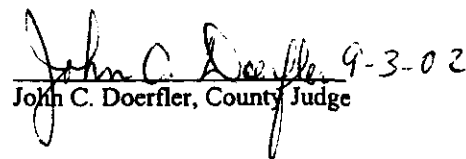
24. The employee termination date for an employee who is terminating employment with Williamson County will be their last date of active duty in person at his/her usual and customary place of work. Any accrued vacation or comp time balances remaining for the employee as of their last date of active duty will be paid in a lump sum to the employee on their final pay check. A terminated employee's final paycheck is processed in the pay period which includes their termination date.

WHEREUPON MOTION MADE AND SECONDED, the ORDER ADOPTING THE 2003 WILLIAMSON COUNTY BUDGET was passed on a vote of 4 for, 0 against. This ORDER being adopted, the County Judge is authorized to sign the ORDER and the County Clerk is instructed to record the ORDER and the Budget in the official minutes of the Commissioners Court.

Approved and signed this 3rd day of SEPT. 2002.

ATTEST:

  
Nancy E. Rister, County Clerk

 9-3-02  
John C. Doerfler, County Judge

**COMMISSIONERS' COURT ADJOURNED TO EXECUTIVE SESSION AT 11:19 A.M. ON TUESDAY, SEPTEMBER 3, 2002.**

**AGENDA ITEM 48**

Discuss real estate (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney).

No action was taken in Executive Session.

**AGENDA ITEM 49**

Discuss damage claim against URS (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney).

No action was taken in Executive Session.

**COMMISSIONERS' COURT RECONVENED FROM EXECUTIVE SESSION AT 11:24 A.M. ON TUESDAY, SEPTEMBER 3, 2002.**

**AGENDA ITEM 50**

Discuss and take any appropriate action on real estate.

No action was taken on this agenda item.

**AGENDA ITEM 51**

Discuss and take any appropriate action on damage claim against URS.

Moved: **Judge Doerfler**

Seconded: **Commissioner Boatright**

Motion: To deny the damage claim against URS.

Vote: **4 – 0**

< Attachment >



**Wendy Coco**

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**From:** Cole Spainhour  
**Sent:** Monday, August 26, 2002 2:52 PM  
**To:** Wendy Coco; Lee Garrett  
**Subject:** URS Claim Agenda Item for September 3, 2002  
Wendy/Lee:

Another URS claim for the next Commissioners Court agenda.

The date of the incident was February 9, 2002. The claim is for \$1,216.60 for two damaged wheels/tires from a pothole. My recommendation is to deny the claim.

Please call me at 943-1107 with any questions.

-Cole Spainhour  
Assistant County Attorney

denied 9-3-02  
John C. Daefler

8/26/02

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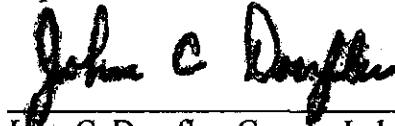
**AGENDA ITEM 52**

Hear comments from Commissioners.

There were no comments from Commissioners.

**COMMISSIONERS' COURT ADJOURNED AT 11:25 A.M. ON TUESDAY, SEPTEMBER 3, 2002.**

THE FOREGOING MINUTES recorded on Minutes Pages 1 through 223, inclusive had at a Regular Session of Commissioners' Court of Williamson County, Texas, having been read are hereby approved this 10th day of September, 2002.



John C. Doerfler, County Judge

ATTEST: Nancy E. Rister, Clerk County Court & Ex-officio Clerk,  
Commissioners' Court, Williamson County, Texas

By:   
Deputy Clerk