NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
SEPTEMBER 20TH, 2011
9:30 A.M.

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

1. Review and approval of minutes.

2. Consider noting in minutes any off right-of-way work on any County road done by Road & Bridge Unified System.

3. Hear County Auditor concerning invoices, bills, Quick Check Report, Wire Transfers and Electronic Payments submitted for payment and take appropriate action including, but not limited to approval for payment provided said items are found by the County Auditor to be legal obligations of the county.

4. Citizen comments. Except when public hearings are scheduled for later in the meeting, this will be the only opportunity for citizen input. The Court invites comments on any matter affecting the county, whether on the Agenda or not. Speakers should limit their comments to three minutes. Note that the members of the Court may not comment at the meeting about matters that are not on the agenda.

CONSENT AGENDA
The Consent Agenda includes non-controversial and routine items that the Court may act on with one single vote. The Judge or a Commissioner may pull any item from the consent agenda in order that the court discuss and act upon it individually as part of the Regular Agenda.
(Items 5 – 20)

5. To discuss and approve line item transfer for the District Attorneys Office.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq	
From	0100.0440.003901	Publications/Books/Periodicals	240.00		
From	0100.0440.004621	Copier Rental & Supplies	125.00		
To	0100.0440.001114	Certifications	365.00		

6. To discuss and approve line item transfer for the District Attorneys Office.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq	
From	0100.0440.004621	Copier Rental & Supplies	330.00		
To	0100.0440.004541	Vehicle Repairs & Mainentance	330.00		

7. To discuss and consider approving a line item transfer for the District Attorneys office.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq	
From	0100.0440.004932	Trial Expenses	600.00		
To	0100.0440.001114	Certifications	600.00		

8. To discuss and consider approving a line item transfer for the District Attorneys office.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq	
From	0100.0440.004932	Trial Expenses	2000.00		
To	0100.0440.004125	Transcripts	2000.00		

9. To discuss and consider approving a line item transfer for the District Attorney Office.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq	
From	0100.0440.004932	Trial Expenses	2750.00		
To	0100.0440.004350	Printed Materials and Binding	2750.00		

10. Discuss and consider a line item transfer for the Tax Assessor/Collector

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq	
From	0100-0499-004350	Printed forms, books, and bind	$253.42		
To	0100-0499-003005	Furniture	$253.42		

11. Discuss and consider approving 2 line item transfers for the Human Resources Department.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq	
FROM	0100.0402.003901	PUBLICATIONS/BOOKS/PERIODICALS	$1,573		
TO	0100.0402.003398	VIDEOTAPES/CD/DVD	$1,573		
FROM	0100.0402.004212	POSTAGE	$142.50		
TO	0100.0402.003398	VIDEOTAPES/CD/DVD	$142.50		

12. Discuss and consider approving line item transfers for the Human Resources Department.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq	
FROM	0100.0402.004212	Postage	$1,119.08		
FROM	0100.0402.003101	Comp Software	$299.05		
TO	0100.0402.004232	Training Conf Seminars	$1,418.13		

13. Discuss and consider approving line item transfers for Mobile Outreach Team

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq	
From	0100-0341-004101	Collection Fees	3,085.00		
To	0100-0341-003010	Computer Equipment	200.00		
To	0100-0341-003011	Computer Software	30.00		
To	0100-0341-003301	Gasoline	950.00		
To	0100-0341-003311	Uniforms	55.00		
To	0100-0341-003900	Membership Dues	156.00		
To	0100-0341-004232	Training, Conf., Seminar	278.00		
To	0100-0341-004350	Printed Materials	233.00		
To	0100-0341-004541	Vehicle Repairs & Maint	700.00		
To	0100-0341-004210	Internet/Email Svs	483.00		

14. Discuss and consider approving a line item transfer for the Tax Assessor/Collector

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq	
From	0100-0499-004350	Printed forms, books, and bind	5100		
To	0100-0499-003006	Office Equipment	5100		

15. Consider authorizing the transfer of various equipment items through inter-office transfer, auction, donation, destruction, or trade-in.

16. Discuss and consider action on asset status change request for Emergency Management.

17. Consider approving property tax collections for the month of August 2011 for the Williamson County Tax Assessor/Collector.

18. Consider appointing Steven Rundell to serve on the Emergency Service District Board number one to begin effective immediately and a for a two year to begin on Jan. 1, 2012 to Dec. 31, 2013.

19. Consider accepting a $100.00 donation for a Memorial Tree planting in memory of Mr. Clifford K. Beckman.

20. Discuss and consider approving Agreement with the City of Georgetown Fire Department for 2010 2011.

REGULAR AGENDA

21. Discuss and hear presentation from Dan Wegmiller of Specialized Public Finance, Financial Advisor to the County, on Refunding Opportunities and Debt.

22. Hear report from Linebarger Goggan Blair & Sampson regarding Collections for JP4.

23. Hear the September 2011 Monthly Construction Summary Report.

24. Consider approving Change Order No. 8 in the amount of $57,493.64 for US 79 Section 3, a Pass Through Financing Project in Precinct Four.

25. Consider approving Change Order No. 2 in the amount of $1,314.05 for Ronald Reagan Blvd. North, Phase 3, a Road Bond Project in Precinct Three.

26. Consider approving Change Order No. 32 in the amount of $37,975.66 for US 183, a Pass Through Financing Project in Precinct Two.

27. Consider authorizing transfer request for 2006 GO Park Bonds per recommendation of Randy Bell, Park Director on the following amounts: $15,000 from Brushy Creek Trail Phase III (P130) to Trail Master Plan (P248); $100,000 from Southwest Regional Park (P15) to SW Regional Splash Pad (P215); and $80,000 from Southwest Regional Park (P15) to Park Headquarters (P204).

28. Discuss and take appropriate action on TXDoT Advanced Funding Agreement Amendment # 1 for South Brushy Creek Pedestrian Bridge.

29. Discuss and take appropriate action on the First Amendment to the Interlocal Agreement with CTRMA on the South Brushy Creek Bridge project.

30. Consider and take appropriate action on Change Order # 2 in the amount of $17,170.08 for the Parks Administrative Headquarters in the Southwest Williamson County Regional Park.

31. Discuss and consider approving Occupation and Use Agreement for Southwest Williamson County Regional Park.

32. Discuss and consider approving up to a $5.00 court cost to establish a case manager fund to assist with truancy cases for the Justice of the Peae Office in Precinct 3.

33. Discuss and take appropriate action on jury pay per Senate Bill 1, Article 40 .

34. Discuss and take appropriate action on a modification to an Inter-Governmental Services Agreement between Williamson County and ICE for services to set up a mobile x-ray trailer at the T. Don Hutto Residential Center.

35. Discuss & consider approving a salary adjustment for the Court Reporter in County Court at Law Number 3

36. Discuss and take appropriate action regarding grade reduction for Department of Infrastructure position.

37. Discuss and take appropriate action on revisions to the Williamson County Employee Policy Manual.

38. Discuss and take appropriate action concerning renewal of Automobile Liability Coverage as of 10/01/2011.

39. Discuss and take appropriate action on a Grants Network Master License and Service Agreement between eCivis and Williamson County.

40. Discuss and take appropriate action regarding nominating a candidate for appointment to Tobacco Settlement Permanent Trust Account Administration Advisory Committee.

41. Discuss and take appropriate action regarding nominating a candidate for appointment to the Tobacco Settlement Permanent Trust Account Investment Advisory Committee.

42. Consider awarding bids received for SH 29 Two-Way Left Turn Lane, bid# 11WC915, contingent upon TxDOT concurrence, to the lowest and best bidder- Joe Bland Construction, LP.

43. Discuss and take appropriate action regarding Budget Order for 2011 2012.

44. Discuss and consider waiving the Williamson County portion of the Landfill fees for a period of thirty (30) days for Williamson County residents who were victims of the recent Leander fire.

45. Discuss and consider granting Gary Wilson signature authority for change orders not to exceed $15,000 on the Emergency Services Operations Center building project provided that Gary Wilson reports his signing of each change order to Judge Dan Gattis by providing a copy of same for inclusion on the following week's court agenda under a standing item "Report on Emergency Services Operations Center building project. " (Per Section 262.031 of the Texas Local Government Code)

46. Discuss and take appropriate action on redistricting of voting precincts

EXECUTIVE SESSION

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

47. Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.0721 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)
1. Proposed or potential purchase of lease of property by the County:
a) Discuss proposed acquisition of property for right-of-way for RM 2338 Phase II.
b) Discuss proposed acquisition of property for right-of-way for SH 195 0.805 South of Bell County Line to IH 35.
c) Discuss proposed acquisition of property for right-of-way for US 183 Extension from 1,000 feet South of San Gabriel to 1,000 feet North of SH 29.
d) Discuss proposed acquisition of property for right-of-way for O'Connor Boulevard and 620 project.
e) Discuss proposed acquisition of property for right-of-way for Ronald Reagan Blvd. Phase II project from FM 3405 to Reagan Blvd.
f) Discuss proposed acquisition of property for right-of-way for Ronald Reagan Blvd. Phase III and Phase IV.
g) Discuss proposed acquisition of property for proposed SH 29 project.
h) Discuss proposed acquisition of property for right-of-way for US 79 Section 3 from East of Hutto to CR 402.
i) Discuss proposed acquisition of property for right-of-way for US 79 Section 5A from East of Taylor to Thrall.
j) Discuss proposed acquisition of property for right-of-way on Chandler IIIA.
k) Discuss proposed acquisition of property for right-of-way on CR 274/San Gabriel Parkway.
l) Discuss proposed acquisition of property for right-of-way along Lakeline extension.
m) Discuss proposed acquisition of property for right-of-way along Great Oaks extension.
n) Discuss proposed acquisition of property for right-of-way along SW By-Pass.
o) Discuss proposed acquisition of property for right-of-way along FM 1460.
p) Discuss proposed Access Easement on Guy property.
q) Discuss proposed acquisition of drainage easements along CR 138.
r) Discuss proposed acquisition of property for right-of-way along CR 170.
s) Discuss proposed acquisition and/or sale of property for Arterial H.
t) Discuss potential sale of real property on Williams Drive.
u) Discuss Pass Through Agreement for IH 35 NBFR and Ramps from Westinghouse to SH 29.

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

a) Fronek Claim – possible settlement

49. Deliberate the evaluation and duties of the following named Williamson County Department Heads, Officials and/or Employees in accordance with Section 551.074 of the Texas Government Code (Personnel Matters):

John Sneed - Senior Director of Emergency Services
Bob Daigh - Senior Director of Infrastructure Services
Jay Schade - Senior Director of Technology Services
Randy Bell - Interim Senior Director of Parks & Recreation
Lisa Zirkle - Senior Director of Human Resources
Bob Space - Purchasing Director
Ashlie Blaylock - Budget Officer.

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

a) Litigation or claims or potential litigation or claims against the County or by the County.
b) Status Update-Pending Cases or Claims;
c) Attorney Grievance filed with the Office of Chief Disciplinary Counsel of the State Bar of Texas against Jana L. Duty-Hunsicker- Grievance File No. A0021113619;
d) Civil Action No. 1:10-CV-00693-LY; Robert James Henry v. City of Taylor et al.; In the United States District Court for the Western District of Texas;
e) Cause No. 06-453-C277; Kerry Heckman et al. v. Williamson County, et al., In the District Court of Williamson County, Texas, 277th Judicial District
f) Cause No. 10-1107-C368; Jana Duty, County Attorney of Williamson County, Texas vs. Dan A. Gattis, County Judge of Williamson County, Lisa Birkman, Cynthia Long, Valerie Covey, and Ron Morrison County Commissioners, David Flores, County Auditor, and Ashlie Koenig, Budget Officer; In the District Court, Williamson County, Texas, 368th Judicial District.
g) Civil Action No. 1:10-CV-869-LY; Heather Clark, David Claxton & David M. Compton v. Williamson County; In the United States District Court for the Western District of Texas, Austin Division
h) Case No. A11CA403 SS; Ruben Yzquierdo v. Williamson County and the Williamson County Sheriff's Department; In the United States District Court, Western District of Texas, Austin Division
i) Case No. A11CA 300LY; Michelle Sheffield v. John Doe I, Individually and in his Official Capacity, Williamson County and the Williamson County Sheriff's Department; In the United States District Court, Western District of Texas, Austin Division;
j) Civil Action No. 11-278; Will Aguilar v. Williamson County, Texas; Daniel Robertson, and Michael Baxter; In the United States District Court, Western District of Texas, Austin Division
k) Employment related matters.
l) Other confidential attorney-client matters, including contracts.

51. Discuss and take appropriate action on real estate.

52. Discuss and take appropriate action on pending or contemplated litigation.

53. Discuss and take appropriate action regarding the evaluation and duties of the following named Williamson County Department Heads, Officials and/or Employees in accordance with Section 551.074 of the Texas Government Code (Personnel Matters):

John Sneed - Senior Director of Emergency Services
Bob Daigh - Senior Director of Infrastructure Services
Jay Schade - Senior Director of Technology Services
Randy Bell - Interim Senior Director of Parks & Recreation
Lisa Zirkle - Senior Director of Human Resources

Bob Space - Purchasing Director
Ashlie Blaylock - Budget Officer.

54. Discuss and take appropriate action on pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters, including the following:

a) Litigation or claims or potential litigation or claims against the County or by the County.
b) Status Update-Pending Cases or Claims;
c) Attorney Grievance filed with the Office of Chief Disciplinary Counsel of the State Bar of Texas against Jana L. Duty-Hunsicker- Grievance File No. A0021113619;
d) Civil Action No. 1:10-CV-00693-LY; Robert James Henry v. City of Taylor et al.; In the United States District Court for the Western District of Texas;
e) Cause No. 06-453-C277; Kerry Heckman et al. v. Williamson County, et al., In the District Court of Williamson County, Texas, 277th Judicial District
f) Cause No. 10-1107-C368; Jana Duty, County Attorney of Williamson County, Texas vs. Dan A. Gattis, County Judge of Williamson County, Lisa Birkman, Cynthia Long, Valerie Covey, and Ron Morrison County Commissioners, David Flores, County Auditor, and Ashlie Koenig, Budget Officer; In the District Court, Williamson County, Texas, 368th Judicial District.
g) Civil Action No. 1:10-CV-869-LY; Heather Clark, David Claxton & David M. Compton v. Williamson County; In the United States District Court for the Western District of Texas, Austin Division
h) Case No. A11CA403 SS; Ruben Yzquierdo v. Williamson County and the Williamson County Sheriff's Department; In the United States District Court, Western District of Texas, Austin Division
i) Case No. A11CA 300LY; Michelle Sheffield v. John Doe I, Individually and in his Official Capacity, Williamson County and the Williamson County Sheriff's Department; In the United States District Court, Western District of Texas, Austin Division;
j) Civil Action No. 11-278; Will Aguilar v. Williamson County, Texas; Daniel Robertson, and Michael Baxter; In the United States District Court, Western District of Texas, Austin Division
k) Employment related matters.
l) Other confidential attorney-client matters, including contracts.

55. Comments from Commissioners.

_____
Dan A. Gattis, County Judge

This notice of meeting was posted in the locked box located on the south side of the Williamson County Courthouse, a place readily accessible to the general public at all times, on the _____ day of _____, 2011 at _____ and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session **5.**

Meeting Date: 09/20/2011

Line Item Transfer

Submitted For: John Bradley **Submitted By:** Judy Kocian, District Attorney

Department: District Attorney

Agenda Category: Consent

Information

Agenda Item

To discuss and approve line item transfer for the District Attorneys Office.

Background

Investigators for the District Attorneys office are required to be certified and are paid a monthly stipend for the certification. A shortage for the year has been indicated by the Auditor's office and the remainder needs to be replenished.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100.0440.003901	Publications/Books/Periodicals	240.00	
From	0100.0440.004621	Copier Rental & Supplies	125.00	
To	0100.0440.001114	Certifications	365.00	

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/13/2011 03:10 PM
Budget Office	Rebecca Clemons	09/14/2011 10:05 AM

Form Started By: Judy Kocian Started On: 09/08/2011 03:27 PM

Final Approval Date: 09/14/2011

Commissioners Court - Regular Session **6.**

Meeting Date: 09/20/2011

Line Item Transfer

Submitted For: John Bradley **Submitted By:** Judy Kocian, District Attorney

Department: District Attorney

Agenda Category: Consent

Information

Agenda Item

To discuss and approve line item transfer for the District Attorneys Office.

Background

Repairs to the county vehicles operated by the District Attorneys office were required and exceeded the money budgeted at the beginning of the fiscal year.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq	
From	0100.0440.004621	Copier Rental & Supplies	330.00		
To	0100.0440.004541	Vehicle Repairs & Mainentance	330.00		

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/13/2011 03:10 PM
Budget Office	Rebecca Clemons	09/14/2011 10:05 AM

Form Started By: Judy Kocian Started On: 09/09/2011 12:46 PM

Final Approval Date: 09/14/2011

Commissioners Court - Regular Session **7.**

Meeting Date: 09/20/2011

Line Item Transfer

Submitted For: John Bradley **Submitted By:** Judy Kocian, District Attorney

Department: District Attorney

Agenda Category: Consent

Information

Agenda Item

To discuss and consider approving a line item transfer for the District Attorneys office.

Background

The dollar amount for certifications did not include the cost for prosecutors to become Board Certified at the beginning of the fiscal year. Additional funds are needed to process the certification.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100.0440.004932	Trial Expenses	600.00	
To	0100.0440.001114	Certifications	600.00	

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/14/2011 10:04 AM

Form Started By: Judy Kocian Started On: 09/14/2011 09:27 AM

Final Approval Date: 09/14/2011

Commissioners Court - Regular Session **8.**

Meeting Date: 09/20/2011

Line Item Transfer

Submitted For: John Bradley **Submitted By:** Judy Kocian, District Attorney

Department: District Attorney

Agenda Category: Consent

Information

Agenda Item

To discuss and consider approving a line item transfer for the District Attorneys office.

Background

In order to prepare for two capital murder trials that are set for trial, transcripts are needed for the prosecutors to review. These are very high profile cases and have numerous files that need to be transcribed. Realizing that the multitude of transcriptions that will be needed, the line item for transcripts needs to be increased.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100.0440.004932	Trial Expenses	2000.00	
To	0100.0440.004125	Transcripts	2000.00	

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/14/2011 09:08 AM
Budget Office	Rebecca Clemons	09/14/2011 10:05 AM

Form Started By: Judy Kocian Started On: 09/13/2011 03:28 PM

Final Approval Date: 09/14/2011

Commissioners Court - Regular Session **9.**

Meeting Date: 09/20/2011

Line Item Transfer

Submitted By: Judy Kocian, District Attorney

Department: District Attorney

Agenda Category: Consent

Information

Agenda Item

To discuss and consider approving a line item transfer for the District Attorney Office.

Background

With the increase in trial cases, the pre-printed folders for each of the cases have been depleted. The District Attorneys office needs to order more to accommodate the influx of new cases.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100.0440.004932	Trial Expenses	2750.00	
To	0100.0440.004350	Printed Materials and Binding	2750.00	

Attachments

Quote folders

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/14/2011 09:32 AM
District Attorney (Originator)	Judy Kocian	09/14/2011 10:05 AM

Form Started By: Judy Kocian Started On: 09/13/2011 12:36 PM

Final Approval Date: 09/14/2011

From: Drouin,Rene [rdrouin@tab.com]
Sent: Wednesday, September 14, 2011 8:53 AM
To: Judy Kocian
Subject: RE: printed materials-PRICE- REVISED

HI JUDY,

GOOD MORNING…. Thanks for seeing me yesterday. I really enjoyed our visit.

2000 of the M16831 preprinted folders is$ 2,468.40 with UPS @ $ 197.54…. THANK YOU for this opportunity, Have a great day!!!

Sincerely,

Rene Drouin
Sr. Account Manager
TAB PRODUCTS CO. LLC
"The Filing Systems People"
(512) 451-0198 ext. 104
(512) 467-9012, fax
rdrouin@tab.com,
www.tab.com

Commissioners Court - Regular Session **10.**

Meeting Date: 09/20/2011

Discuss and consider approving a line item transfer for the Tax Assessor Collector

Submitted For: Deborah Hunt **Submitted By:** Kathryn Morehouse, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

Discuss and consider a line item transfer for the Tax Assessor/Collector

Background

A workstation is being built in the Cedar Park annex for two employees requiring two additional chairs. The furniture line item does not have enough funds in it to pay for the two chairs. $253.42 needs transferred from printed forms, books, and binders to cover the cost.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq	
From	0100-0499-004350	Printed forms, books, and bind	$253.42		
To	0100-0499-003005	Furniture	$253.42		

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/13/2011 03:10 PM
Budget Office	Rebecca Clemons	09/14/2011 10:05 AM

Form Started By: Kathryn Morehouse Started On: 09/13/2011 01:56 PM

Final Approval Date: 09/14/2011

Commissioners Court - Regular Session **11.**

Meeting Date: 09/20/2011

Line Item Transfer for the Human Resources Department

Submitted For: Lisa Zirkle **Submitted By:** Sally Goetz, Human Resources

Department: Human Resources

Agenda Category: Consent

Information

Agenda Item

Discuss and consider approving 2 line item transfers for the Human Resources Department.

Background

Need to purchase 2 training DVDs. "Sexual Harrassment in the Workplace" and "Who Cares? Government".

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
FROM	0100.0402.003901	PUBLICATIONS/BOOKS/PERIODICALS	$1,573	
TO	0100.0402.003398	VIDEOTAPES/CD/DVD	$1,573	
FROM	0100.0402.004212	POSTAGE	$142.50	
TO	0100.0402.003398	VIDEOTAPES/CD/DVD	$142.50	

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/13/2011 03:10 PM
Budget Office	Rebecca Clemons	09/14/2011 10:05 AM

Form Started By: Sally Goetz Started On: 09/12/2011 02:15 PM

Final Approval Date: 09/14/2011

Commissioners Court - Regular Session **12.**

Meeting Date: 09/20/2011

Line Item Transfer for Himan Resources Department-Training

Submitted For: Lisa Zirkle **Submitted By:** Sally Goetz, Human Resources

Department: Human Resources

Agenda Category: Consent

Information

Agenda Item

Discuss and consider approving line item transfers for the Human Resources Department.

Background

Need to purchase Market Pricing-Compensatitive Pay Analysis training for HR Staff.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
FROM	0100.0402.004212	Postage	$1,119.08	
FROM	0100.0402.003101	Comp Software	$299.05	
TO	0100.0402.004232	Training Conf Seminars	$1,418.13	

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/15/2011 10:45 AM
Budget Office	Ashlie Blaylock	09/15/2011 11:24 AM

Form Started By: Sally Goetz Started On: 09/14/2011 05:15 PM

Final Approval Date: 09/15/2011

Commissioners Court - Regular Session **13.**

Meeting Date: 09/20/2011

Line item transfers - Mobile Outreach Team

Submitted For: Annie Burwell **Submitted By:** Jeanne Williby, Outreach

Department: Outreach

Agenda Category: Consent

Information

Agenda Item

Discuss and consider approving line item transfers for Mobile Outreach Team

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0341-004101	Collection Fees	3,085.00	
To	0100-0341-003010	Computer Equipment	200.00	
To	0100-0341-003011	Computer Software	30.00	
To	0100-0341-003301	Gasoline	950.00	
To	0100-0341-003311	Uniforms	55.00	
To	0100-0341-003900	Membership Dues	156.00	
To	0100-0341-004232	Training, Conf., Seminar	278.00	
To	0100-0341-004350	Printed Materials	233.00	
To	0100-0341-004541	Vehicle Repairs & Maint	700.00	
To	0100-0341-004210	Internet/Email Svs	483.00	

Attachments

mobile outreach sept spend

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/15/2011 10:45 AM
Budget Office	Ashlie Blaylock	09/15/2011 11:25 AM

Form Started By: Jeanne Williby Started On: 09/15/2011 08:22 AM

Final Approval Date: 09/15/2011

Mobile Outreach Team
Estimated Spending - September 2011

Line Item Number	Budget Remaining	Spending	Description	Amount to be transferred	Rounded to	From Account
3010	-	199.98	Laptop battery for Molly & Doug	$ 199.98	$ 200.00	4101
3011	112.50	142.49	Quickbooks software	29.99	30.00	4101
3301	59.88	1,000.00	Estimated fuel for September	940.12	950.00	4101
3311	207.93	262.86	Uniform items - Annie & Hope	54.93	55.00	4101
3900	-	156.00	Social Worker License renewal - Molly	156.00	156.00	4101
4209	1,227.96	108.68	Cell Phone Accessories			4101
4232	1,023.78	1,301.40	Estimates for Annie's trip - CIT Conference	277.62	278.00	4101
4350	37.10	270.00	Business Cards - Molly, Cindy, Annie, Michelle & Blank	232.90	233.00	4101
4541	410.86	1,106.17	August Fleet Maintenance, car wash cards & labor for graphics, oil changes	695.31	700.00	4101
4210	17.40	500.00	Estimated - September Verizon Bill	482.60	483.00	4101
				$ 3,069.45	$ 3,085.00	

Commissioners Court - Regular Session **14.**

Meeting Date: 09/20/2011

Discuss and consider approving a line item transfer for Tax Assessor/Collector

Submitted For: Deborah Hunt **Submitted By:** Kathryn Morehouse, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

Discuss and consider approving a line item transfer for the Tax Assessor/Collector

Background

1. New security system to replace antiquated system now in place in Cedar Park tax office. 2. Installation of two panic buttons located at new workstations under construction at this time in Cedar Park location. 3. Installation of workstation display number system for two new workstations under construction at the Cedar Park location.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq	
From	0100-0499-004350	Printed forms, books, and bind	5100		
To	0100-0499-003006	Office Equipment	5100		

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/15/2011 12:03 PM

Form Started By: Kathryn Morehouse Started On: 09/15/2011 11:33 AM

Final Approval Date: 09/15/2011

Commissioners Court - Regular Session **15.**

Meeting Date: 09/20/2011

Weekly Asset Transfers

Submitted For: Bob Space **Submitted By:** Patrick Strittmatter, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Consider authorizing the transfer of various equipment items through inter-office transfer, auction, donation, destruction, or trade-in.

Background

Attachments

Asset Transfer Forms

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/14/2011 09:08 AM

Form Started By: Patrick Strittmatter Started On: 09/13/2011 04:40 PM

Final Approval Date: 09/14/2011

FrmAudASCF01 revision 8/24/09

Williamson County
Asset Status Change Form

Print Form

The following asset(s) is(are) considered for: (select one)

- ○ TRANSFER bet ween county departments
- ○ TRADE-IN for new assets of similar type for the county
- ◉ SALE at the earliest auction *
- ○ DONATION to a non-county entity
- ○ DESTRUCTION due to Public Health / Safety

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Intel Express 510T switch	SFSW8527764		Non-Working
1	Dell Dim 4550 pc	C69BB21		Non-Working
1	Dell Inspiron 2650 laptop	B9MJR11		Non-Working
1	Dell Latitude D810 laptop	D5SGJ71	C00884	Non-Working

Parties involved:

FROM (Transferor Department): Technology Services

Transferor - Elected Official/Department Head/ Authorized Staff:

Tammy McCulley
Print Name

Tammy McCulley
Signature

September 13, 2011
Date

Contact Person:

Tammy McCulley
Print Name

+1 (512) 943-1455
Phone Number

TO (Transferee Department/Auction/Trade-in/Donee): Auction

Transferee - Elected Official/Department Head/ Authorized Staff OR Donee - Representative: (If being approved for Sale or Trade-in, no signature is necessary.)

Tony Hill
Print Name

Signature

September 13, 2011
Date

Contact Person:

Tony Hill
Print Name

+1 (512) 943-3314
Phone Number

* If the above asset(s) is (are) listed for sale at auction and no bids are made, the Purchasing Director may dispose of or donate this (these) asset(s). A list of the (these) asset(s) to be donated or disposed of will be sent to the Auditor's Office with a date of donation or disposal.

Forward to County Auditor's Office

This Change Status was approved as agenda item # _____ in Commissioner's Court on _____

If for Sale, the asset(s) was(were) delivered to warehouse on _____ by _____

FrmAudASCF01 revision 8/24/09

Williamson County

Asset Status Change Form

Print Form

The following asset(s) is(are) considered for: (select one)

- ○ TRANSFER bet ween county departments
- ○ TRADE-IN for new assets of similar type for the county
- ◉ SALE at the earliest auction *
- ○ DONATION to a non-county entity
- ○ DESTRUCTION due to Public Health / Safety

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
3	4 Drawer Filing Cabinets (locks do not work)	A110032		Working
		A110027		Working
		A110026		Working
1	Office Chair			

Parties involved:

FROM (Transferor Department): Extension Services

Transferor - Elected Official/Department Head/ Authorized Staff:

Donna Colburn
Print Name

Donna Colburn
Signature

Date

Contact Person:

Print Name

943.3300
Phone Number

TO (Transferee Department/Auction/Trade-in/Donee): Auction

Transferee - Elected Official/Department Head/ Authorized Staff OR Donee - Representative: (If being approved for Sale or Trade-in, no signature is necessary.)

Print Name

Signature

Date

Contact Person:

Print Name

Phone Number

* If the above asset(s) is (are) listed for sale at auction and no bids are made, the Purchasing Director may dispose of or donate this (these) asset(s). A list of the (these) asset(s) to be donated or disposed of will be sent to the Auditor's Office with a date of donation or disposal.

Forward to County Auditor's Office

This Change Status was approved as agenda item # _____ in Commissioner's Court on _____

If for Sale, the asset(s) was(were) delivered to warehouse on _____ by _____

FrmAudASCF01 revision 8/24/09

Williamson County

Asset Status Change Form

Print Form

The following asset(s) is(are) considered for: (select one)

- ( ) TRANSFER bet ween county departments
- ( ) TRADE-IN for new assets of similar type for the county
- ( ) DESTRUCTION due to Public Health / Safety
- ( ) SALE at the earliest auction *
- (X) DONATION to a non-county entity

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1 Lot	CRT monitors			
	typewriters			
	TVs			
	* See attached page *			

Parties involved:

FROM (Transferor Department): Auction

Transferor - Elected Official/Department Head/ Authorized Staff:

Tony Hill
Print Name

Signature

9-7-11
Date

Contact Person:

Tony Hill
Print Name

943-3314
Phone Number

TO (Transferee Department/Auction/Trade-in/Donee): Goodwill recycling program

Transferee - Elected Official/Department Head/ Authorized Staff OR Donee - Representative: (If being approved for Sale or Trade-in, no signature is necessary.)

Print Name

Signature

Date

Contact Person:

Print Name

Phone Number

* If the above asset(s) is (are) listed for sale at auction and no bids are made, the Purchasing Director may dispose of or donate this (these) asset(s). A list of the (these) asset(s) to be donated or disposed of will be sent to the Auditor's Office with a date of donation or disposal.

Forward to County Auditor's Office

This Change Status was approved as agenda item # _____ in Commissioner's Court on _____

If for Sale, the asset(s) was(were) delivered to warehouse on _____ by _____

Goodwill items September 6, 2011

Dell monitors- Serial numbers

CN-0IK525-47803-2B4-GHL5
MY-08J854-46632-216-83QP
M3LS72500437
CN-01K525-47803-2B4-GGCW
CN-0N8176-47609-583-FFGW
MY-08J854-46632-215-83A2
MY-08J854-46632-215-839U
MY-08J854-46632-21B-80MW
MY-08J854-46632-215-83F9
CN-0P0151-64180-42E-OBW7
CN-01K525-47803-2B4-GGC6
22794F4U9L49
3872E808
MY-08G157-47603-42GBS7R
MY-08G157-47603-29K-B3NJ
M782P

Lucent monitors- Serial numbers

15917701488
15917700050

AT&T monitors- Serial numbers

12C16400851
M64L0007529

WYSE monitor- Serial number

0QW17500812

Sony monitor- Serial number

CPD-220GS

Gateway monitor

15009A785585

Typewriters

IBM Typewriter	
Panasonic typewriter	KX-E7000
IBM typewriter	A106843

Panasonic typewriter	KX-E4500
Panasonic typewriter	KX-E7000
IBM typewriter	A102128
Singer typewriter	
Brother typewriter	G38445761

TV's- Serial numbers

Panasonic	KX-ED12
Picture Tel	1029V1170
Panasonic	KX-E4500
Panasonic	KX-ED12
Emerson	V49491670
Panasonic	J3AA11758
Toshiba	8385178538
Orion	701-50616731
Sharp	307803513
RCA	L166E6K86
Sharp	307803720
Orion	TV1334
RCA	
Durabrand	055140879667
Durabrand	055140975256
Viewsonic	23Y014304021
RCA	F106CF0K5

Commissioners Court - Regular Session **16.**

Meeting Date: 09/20/2011

Asset Transfer

Submitted For: Jarred Thomas **Submitted By:** Jarred Thomas, Emergency Management

Department: Emergency Management

Agenda Category: Consent

Information

Agenda Item

Discuss and consider action on asset status change request for Emergency Management.

Background

Retiring existing office furniture to allow room for new modular furniture. This is to increase the useable space in the existing offices.

Attachments

Asset Change Form

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/15/2011 10:45 AM

Form Started By: Jarred Thomas Started On: 09/15/2011 08:31 AM

Final Approval Date: 09/15/2011

FrmAudASCF01 revision 8/24/09

Williamson County
Asset Status Change Form

Print Form

The following asset(s) is(are) considered for: (select one)

- ○ TRANSFER bet ween county departments
- ○ TRADE-IN for new assets of similar type for the county
- ◉ SALE at the earliest auction *
- ○ DONATION to a non-county entity
- ○ DESTRUCTION due to Public Health / Safety

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Wooden Desk			Working
1	Wooden Desk and Computer Desk (matching)			Working
1	Wooden Cabinet / Shelves			Working

Parties involved:

FROM (Transferor Department): Emergency Management (0541)

Transferor - Elected Official/Department Head/ Authorized Staff:

Jarred R. Thomas
Print Name

Signature
Date

Contact Person:

Jarred R. Thomas
Print Name

+1 (512) 943-3747
Phone Number

TO (Transferee Department/Auction/Trade-in/Donee): Auction or Re-use

Transferee - Elected Official/Department Head/ Authorized Staff OR Donee - Representative: (If being approved for Sale or Trade-in, no signature is necessary.)

Print Name

Signature
Date

Contact Person:

Print Name

Phone Number

* If the above asset(s) is (are) listed for sale at auction and no bids are made, the Purchasing Director may dispose of or donate this (these) asset(s). A list of the (these) asset(s) to be donated or disposed of will be sent to the Auditor's Office with a date of donation or disposal.

Forward to County Auditor's Office

This Change Status was approved as agenda item # _____ in Commissioner's Court on _____

If for Sale, the asset(s) was(were) delivered to warehouse on _____ by _____

Commissioners Court - Regular Session **17.**

Meeting Date: 09/20/2011

Property Tax Collections – August 2011

Submitted For: Deborah Hunt **Submitted By:** Sandra Surratt, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

Consider approving property tax collections for the month of August 2011 for the Williamson County Tax Assessor/Collector.

Background

Attachments

080111-083111 GWI-RFM

080111-083111 GWI-RFM Graph

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/15/2011 12:04 PM

Form Started By: Sandra Surratt Started On: 09/15/2011 11:56 AM

Final Approval Date: 09/15/2011

YEAR TO DATE – COLLECTION REPORT
Williamson County – GWI/RFM Property Taxes
August 1–31, 2011

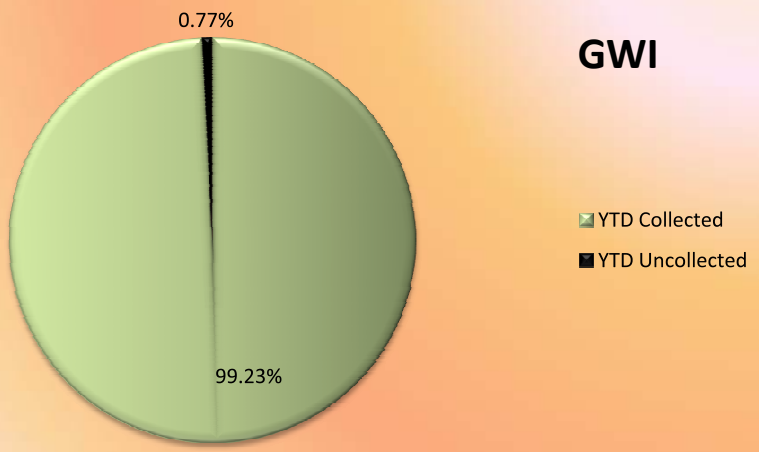
Williamson County General Fund	Tax Roll	Adjustments	Adjusted Tax Roll	Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	Percent Collected	Percent Collected w/P & I	Percent Collected w/P & I & Prior Years
2010	$150,606,771.14	$929,876.00	$151,536,647.14	$202,396.10	$32,064.82	$508.78	$1,159,674.64	$150,376,972.50	99.23%	99.26%	100.00%
2009 & Prior	$2,233,295.16	($173,613.50)	$2,059,681.66	$4,853.57	$5,319.17	$2,480.83	$1,186,144.92	$873,536.74	42.41%	42.67%	
Rollbacks	$165,822.93	$159,573.79	$325,396.72	$0.00	$0.00	$0.00	$74,394.78	$251,001.94	77.14%	77.14%	
Total All	$153,005,889.23	$915,836.29	$153,921,725.52	$207,249.67	$37,383.99	$2,989.61	$2,420,214.34	$151,501,511.18	98.43%	98.45%	

Williamson County RFM	Tax Roll	Adjustments	Adjusted Tax Roll	Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	Percent Collected	Percent Collected w/P & I	Percent Collected w/P & I & Prior Years
2010	$9,936,287.66	$66,401.72	$10,002,689.38	$13,522.94	$2,096.64	$33.17	$77,933.57	$9,924,755.81	99.22%	99.24%	100.03%
2009 & Prior	$167,209.30	($11,770.22)	$155,439.08	$332.24	$364.22	$189.66	$94,428.48	$61,010.60	39.25%	39.48%	
Rollbacks	$11,721.18	$10,611.99	$22,333.17	$0.00	$0.00	$0.00	$5,092.48	$17,240.69	77.20%	77.20%	
Total All	$10,115,218.14	$65,243.49	$10,180,461.63	$13,855.18	$2,460.86	$222.83	$177,454.53	$10,003,007.10	98.26%	98.28%	

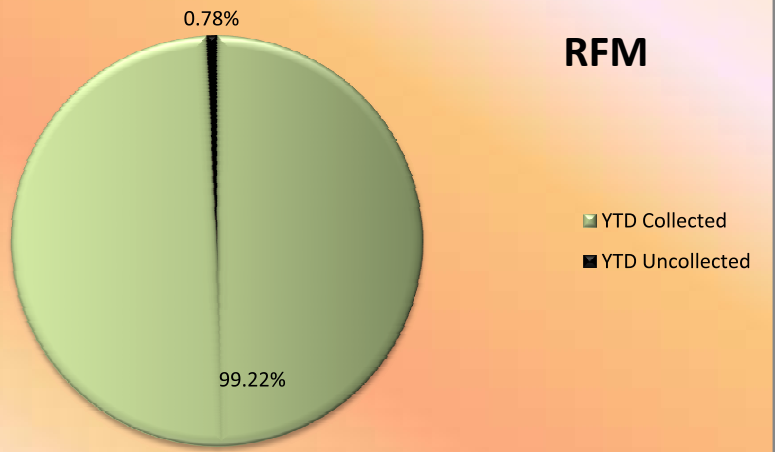
2010 COMBINED MONTHLY BREAKDOWN

Oct-10	$163,121,107.37	$43.00	$163,121,150.37	$583,319.49	$43,733.04	$1,197.12	$162,536,633.76	$584,516.61
Nov-10	$163,121,150.37	$981,991.23	$164,103,141.60	$8,057,873.41	$32,723.92	$3,125.73	$155,457,625.85	$8,645,515.75
Dec-10	$164,103,141.60	$92,539.95	$164,195,681.55	$86,482,093.28	$30,482.50	$936.52	$69,067,136.00	$95,128,545.55
Jan-11	$164,195,681.55	($89,753.52)	$164,105,928.03	$57,800,443.44	$32,064.03	($71,489.97)	$11,248,429.01	$152,857,499.02
Feb-11	$164,105,928.03	$10,399.06	$164,116,327.09	$2,322,842.19	$161,669.55	$38,462.23	$8,897,523.65	$155,218,803.44
Mar-11	$164,116,327.09	($11,273.35)	$164,105,053.74	$2,470,836.51	$188,951.79	$689.99	$6,414,723.80	$157,690,329.94
Apr-11	$164,105,053.74	($11,164.22)	$164,093,889.52	$939,716.13	$107,729.42	$13.37	$5,463,830.08	$158,630,059.44
May-11	$164,093,889.52	$31,848.52	$164,125,738.04	$1,239,777.75	$120,597.74	$2,402.27	$4,253,498.58	$159,872,239.46
Jun-11	$164,125,738.04	($2,451.84)	$164,123,286.20	$635,999.24	$105,255.41	$1,812.23	$3,613,235.27	$160,510,050.93
Jul-11	$164,123,286.20	($8,263.76)	$164,115,022.44	$768,420.25	$67,503.50	$1,729.81	$2,834,821.45	$161,280,200.99
Aug-11	$164,115,022.44	($12,835.29)	$164,102,187.15	$221,104.85	$39,844.85	$3,212.44	$2,597,668.87	$161,504,518.28

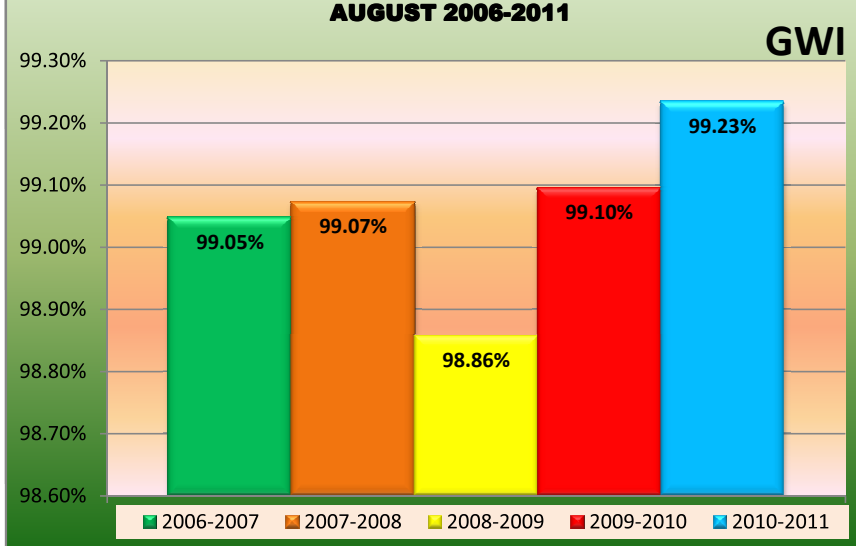
YEAR TO DATE COLLECTION REPORT
OCTOBER 1, 2010 - AUGUST 31, 2011



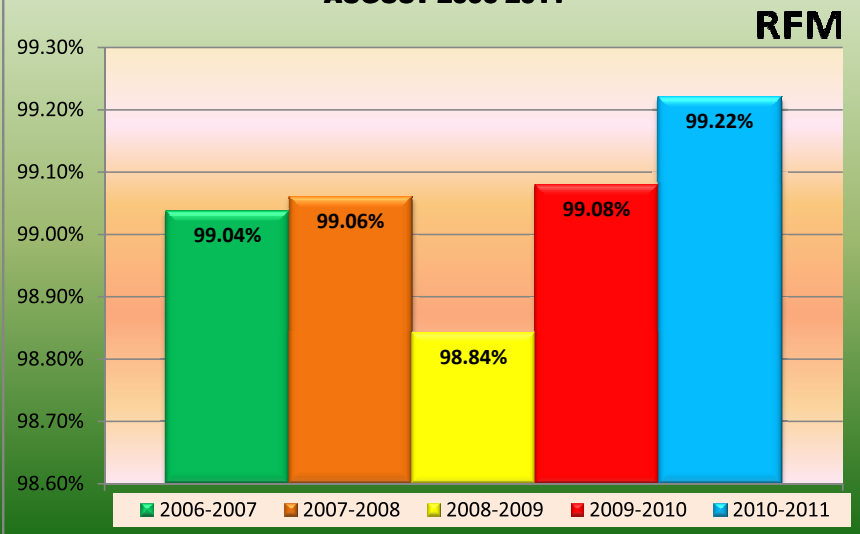
YEAR TO DATE COLLECTION REPORT
OCTOBER 1, 2010 - AUGUST 31, 2011



PERCENT OF ROLL COLLECTED COMPARISON
AUGUST 2006-2011



PERCENT OF ROLL COLLECTED COMPARISON
AUGUST 2006-2011



Commissioners Court - Regular Session **18.**

Meeting Date: 09/20/2011

Emergency Service District Number One Board Appointment

Submitted For: Mary Clark **Submitted By:** Mary Clark, Commissioner Pct. #1

Department: Commissioner Pct. #1

Agenda Category: Consent

Information

Agenda Item

Consider appointing Steven Rundell to serve on the Emergency Service District Board number one to begin effective immediately and a for a two year to begin on Jan. 1, 2012 to Dec. 31, 2013.

Background

On January 1, 2009 the City of Austin annexed a portion of ESD #1, at the time, 4 out of 5 of the board members resided in the area that was annexed. Currently, ESD #1 lies entirely within Pct. 1.

In order to comply with the provisions of the Texas Health and Safety Code, Vernon Civil Statutes, § 775.034 the court must appoint 5 board members. On January 5, 2009 the Commissioners Court appointed Adam Bryant, Darryl Phillips and Mack Sherrod to serve on the board, with their two year terms to expire in 2011. On Oct. 20, 2009, the court approved the appointment of Laura T. Golding to board for a two year term to begin on Jan. 1, 2010.

Currently there are 4 board members. Today we ask the court to consider the appointment of Steven Rundell to begin effective immediately and to serve a two year term to begin on Jan. 1, 2012 and expire on Dec. 31, 2013. This will bring the board to complete 5 member board.

Steven Rundell has worked in both a commissioned and non-commissioned role for the Texas Department of Public Safety since 1987. He received his commission as a state trooper in January of 1999, was promoted to Sgt. after 5 years, and has moved through the ranks to Captain. He currently serves on the staff of the Chief of the Texas Highway Patrol at the Headquarters building in Austin and is the assistant to the head of the Department's commercial vehicle enforcement program.

Mr. Rundell has attended board meetings and is familiar with the duties of the ESD Board. He resides in the service area and comes highly recommended by Chief Kiracofe as well as the other current board members.

Commissioner Birkman has interviewed Mr. Rundell and also recommends his appointment.

His bio as well as completed ESD Board Member application is attached.

Attachments

Steven Rundell

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/15/2011 12:03 PM

Form Started By: Mary Clark Started On: 09/01/2011 12:11 PM

Final Approval Date: 09/15/2011

Williamson County
Application for Emergency Service District Board of Commissioners

Date: 8/30/2011

Application for ESD # 1

Name Steven James Randell

Address 13518 Briar Hollow Drive, Austin 78729

Home Phone # 512-358-6114 Work Phone # 512-466-3530

Cell Phone # 512-466-3530 Email Address

Do you live in the district and if so, for how long? 6 years this month.

Do you own property in the district and if so, for how long? Same.

Are you a registered voter? Yes.

Please describe any experience and/or training you may have that would qualify you for this position, especially experience in management, financial or budget oversight and/or fire or emergency services.

I am a captain in the Texas Highway Patrol. I write grants, have managed up to 165 people in the past, managed a budget.

Please describe any community or public service in which you have participated in the last ten years.

Please explain briefly your reasons for interest in serving on the board.

Provide public service.

Are you a relative of anyone who is employed by this ESD and/or Fire Department that serves the ESD?

No

If yes, please name the relative and your relationship with him/her.

NA

Have you ever been convicted of a crime? If yes, please provide an explanation.

No

Please add any other relevant information.

Please attach additional pages if necessary.

Steven Rundell
13518 Briar Hollow Drive
Austin, TX, 78729

Hm. 512-358-6114
Mbl. 512-466-3530

Steven J. Rundell has been a resident of Texas his entire life. He was born in Bellville but was raised in Austin by his father James, a police officer, and mother Gloria, a teacher.

He attended John H. Reagan High School and later graduated from the University of Texas at Austin in 1992.

He has worked in both a commissioned and non-commissioned role for the Texas Department of Public Safety since 1987.

He received his commission as a state trooper in January of 1999 and was transferred to Houston where he lived and worked for five years until he promoted to the rank of sergeant. He was rewarded with the Trooper of the Year Award by the Houston Downtown Optimists Club in 2003 for his outstanding work in law enforcement.

It was also during that time he married his wife Judy. Judy is a computer network specialist who was also raised in Austin.

With the promotion to sergeant he was transferred to Laredo. Over the next year he was transferred to McAllen and then back to Houston before an opportunity came open to return home to Austin. Once in Austin, he promoted to Lieutenant in 2008 and then to the rank of Captain in February of 2010.

He currently serves on the staff of the Chief of the Texas Highway Patrol at the Headquarters building in Austin and is the assistant to the head of the Department's commercial vehicle enforcement program. In addition, he serves as vice chair to the Commercial Vehicle Safety Alliance's Training Committee. CVSA is an association of law enforcement and the commercial trucking industry of the United Sates, Mexico and Canada.

Commissioners Court - Regular Session **19.**

Meeting Date: 09/20/2011

Memorial Tree - Clifford K Beckman

Submitted For: Randy Bell **Submitted By:** Randy Bell, Parks

Department: Parks

Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider accepting a $100.00 donation for a Memorial Tree planting in memory of Mr. Clifford K. Beckman.

Background

The Williamson County Parks & Recreation Department is in receipt of a $100.00 donation for the Memorial Tree Program. The donation is given in memory of Mr. Clifford K. Beckman by Mrs. Elinor Beckman and Family. A pecan tree of the appropriate variety will be planted at Berry Springs Park and Preserve sometime this coming fall season, or when planting conditions are more favorable.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/14/2011 04:42 PM

Form Started By: Randy Bell Started On: 09/14/2011 02:06 PM

Final Approval Date: 09/14/2011

Commissioners Court - Regular Session **20.**

Meeting Date: 09/20/2011

agreement city of georgetown fire

Submitted By: Peggy Vasquez, County Judge

Department: County Judge

Information

Agenda Item

Discuss and consider approving Agreement with the City of Georgetown Fire Department for 2010 2011.

Background

Attachments

Agreement City of Georgetown Fire Department 2010 2011

Form Review

Form Started By: Peggy Vasquez Started On: 09/15/2011 03:32 PM

Final Approval Date: 09/15/2011

AGREEMENT BETWEEN WILLIAMSON COUNTY TEXAS AND WILLIAMSON COUNTY EMERGENCY SERVICE ORGANIZATIONS

THIS EMERGENCY SERVICE ORGANIZATION AGREEMENT ("Agreement") is made and entered into by and between WILLIAMSON COUNTY, TEXAS ("Williamson County") and the following named Williamson County Emergency Service Organizations, acting through their governing bodies: WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICTS NOS. 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10 each being a separate emergency service district created and described under Chapter 775 of the Texas Health and Safety Code; the CITY OF CEDAR PARK, TEXAS; the CITY OF GEORGETOWN, TEXAS; the CITY OF LEANDER, TEXAS; the CITY OF ROUND ROCK, TEXAS; the CITY OF TAYLOR, TEXAS; the BARTLETT VOLUNTEER FIRE DEPARTMENT; the COUPLAND VOLUNTEER FIRE DEPARTMENT; the FLORENCE VOLUNTEER FIRE DEPARTMENT; the GRANGER VOLUNTEER FIRE DEPARTMENT; the; JARRELL VOLUNTEER FIRE DEPARTMENT; the JOLLYVILLE VOLUNTEER FIRE DEPARTMENT; the SAM BASS VOLUNTEER FIRE DEPARTMENT; the TAYLOR VOLUNTEER FIRE DEPARTMENT; the THRALL VOLUNTEER FIRE DEPARTMENT; and the WEIR VOLUNTEER FIRE DEPARTMENT (being collectively referred to herein as the "Emergency Service Organization(s)" or "ESO").

I.
Obligations of Emergency Service Organizations

To ensure that all of the parties hereto are treated equally while providing the emergency services that are needed by individuals in the county, Williamson County and the Emergency Service Organizations agree to establish minimum services that must be provided by each agency.

A. Services provided by Emergency Service Organizations

Each of the Emergency Service Organizations shall provide and/or participate in the following:

1. Medical First Response
2. Participation in one or more of the following:
    - Hazardous Material Team
    - Swift Water Team
    - Technical Rescue Team
    - County Resource Coordination
    - Incident Management Team

B. Emergency Service Organizations Performance Standards

To measure the quality of service provided and ensure that those receiving funds are meeting national requirements set for emergency service organizations, the following standards must be met and maintained in order to be eligible for funding from Williamson County.

Each of the Emergency Service Organizations must:

1. Meet National Incident Management System ("NIMS") requirements by having department personnel complete the necessary training courses as established by the Federal Emergency Management Agency. Annually, each of the Emergency Service Organizations shall provide a letter confirming all organization personnel are current with necessary NIMS requirements. In the event an ESO is unable to provide a letter due to having personnel that is not current with necessary NIMS requirements, such ESO must provide a letter explaining why the personnel is not current and provide a reasonable date in which the personnel will become compliant.
2. Through active participation in the Williamson County Fire Chiefs Association and its committees, assist in developing guidelines for safety procedures that each ESO could apply in order to be able to adhere to National Standards during emergency events.
3. Each ESO must respond or have, in writing, an agreement with other agencies to respond when the primary agency is not available. Each ESO's response shall be made in accordance with the approved dispatch policy, which requires a minimum of 80% call response of the calls for service initiated in the agency's response district.

C. **Emergency Medical Service Involvement**

Each ESO hereby agrees and acknowledges that Williamson County E.M.S. shall be the 911 Emergency Medical Services provider within each of the Emergency Service Organizations' jurisdictions.

Emergency Service Organizations shall operate a first responder program under the Williamson County Medical Director; participate in jointly developed quality assurance and quality improvement programs, credentialing programs and training programs. These programs will be provided and developed in conjunction with the Williamson County Medical Director, Williamson County EMS and members of the Williamson County Fire Chiefs Association.

As part of this Agreement, emergency medical services supplies shall be exchanged between Williamson County and the Emergency Service Organizations on a one for one basis used on a medical call.

II.
Prevention and Investigation

Williamson County will support and assist fire departments of the Emergency Services Organizations with establishing a working relationship with the Williamson County Sheriff's Office and the Williamson County Constable Offices in relation to arson investigations. To the extent that such agencies are able to provide arson investigators and resources related to arson

investigations, such agencies will endeavor to assist Fire Investigators from the fire departments of the Emergency Services Organizations with fire investigations.

III.
Reimbursement Formula and Consideration

In consideration of the agreements made herein and the services performed by the Emergency Service Organizations, Wilco agrees to reimburse each ESO an amount of money based on the following reimbursement formula (the "Formula"):

1. Two Hundred Dollars ($200) for each square mile of an ESO district; plus
2. Seventy Cents ($.70) for each person that resides in the district covered by the ESO.

The amount of reimbursement shall be adjusted annually in order to take into account population changes within each ESO's district. The amount of the funding shall be set on or before August 1st of each year prior to the year of disbursement with the amount being divided into two separate installments, with the first installment being paid in the spring (prior to April 1st) and the second installment being paid in the fall (prior to September 30th) of each year during the term of this Agreement.

The population in an ESO's district shall be determined by using a three (3) people per one (1) living unit ratio; provided, however, in no event shall any ESO's district population exceed the officially adopted total population set forth by the Texas State Data Center.

Each year during the term of this Agreement, Williamson County shall also provide Twenty Thousand Dollars ($20,000) to the Williamson County Fire Chiefs Association. Such funds shall be solely expended on support training programs and coordination efforts of the Williamson County Fire Chiefs Association in relation to the provision of emergency services in Williamson County, Texas. These funds are payable at the beginning of each fiscal budget year of Williamson County.

The parties to this Agreement hereby agree that the initial term of this Agreement shall be executed to have begun as of October 1st, 2010, with the end of the initial term being September 30, 2011. Any reimbursement and/or consideration due as of the time this Agreement is fully executed by all parties hereto shall be paid by Williamson County to each ESO within thirty (30) day from the date of the last party's execution hereof provided that such ESO has been in compliance with the terms and conditions of this Agreement since October 1, 2010.

IV.
Failure to Meet Conditions; Suspension of Funding and Termination

If any of the Emergency Service Organizations commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), Williamson County shall deliver written notice of such breach to the breaching Emergency Service Organization. Such notice must specify the nature of the breach and inform the breaching Emergency Service Organization

that unless the breach is cured within thirty (30) days of receipt of the notice, additional steps may be taken to terminate the breaching Emergency Service Organization. If the breaching Emergency Service Organization begins a good faith attempt to cure the breach within thirty (30) days, then and in that instance the thirty (30) day period may be extended by Williamson County, so long as the breaching Emergency Service Organization continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the breach. Williamson County may suspend all funding that may be due to the breaching Emergency Service Organization until which time that the breaching Emergency Service Organization cures the Event of Breach.

If, in the opinion of Williamson County, the breaching Emergency Service Organization does not cure the breach within thirty (30) days or otherwise fails to make any diligent attempt to correct the breach, such Emergency Service Organization shall be deemed to be in breach and Williamson County may deliver written notice to the breaching Emergency Service Organization and Governing Body which specifies the following:

1. Nature and description of the breach;
2. Date on which the original thirty (30) day notice of the breach was tendered to the breaching Emergency Service Organization;
3. Description of the failure of the breaching Emergency Service Organization to cure timely; and
4. The effective date of the termination of the Emergency Service Organization.

Following the effective date of termination of an Emergency Service Organization, such terminated Emergency Service Organization shall no longer receive any funding or any other rights, privileges or benefits under this Agreement. Furthermore, a terminated Emergency Service Organization shall, within thirty (30) day of the effective date of termination, be obligated to reimburse Williamson County for all amounts of funding that Williamson County provided to the terminated Emergency Service Organization during the fiscal year in which the termination occurs.

In the event that a governing body of any of the Emergency Service Organizations fails to ratify and execute this Agreement or any subsequent amendments, Williamson County may suspend any funding to such Emergency Service Organizations until such time as approval and/or ratification is obtained.

In the event that an ESO, other than an ESO that is a municipal fire department or emergency service district, is terminated as set forth above, the Williamson County Commissioners Court, upon a review and receipt of an advisory recommendation by the Williamson County Fire Chiefs Association, may request another ESO to cover and respond to all or parts of the response district of the terminated ESO. The agency accepting such terminated ESO's response district or portions thereof would be entitled to an appropriate share of funds from Williamson County based on the reimbursement Formula set forth in this Agreement. Such share of funds shall start on the next scheduled payment.

V.
Right to Withdraw

Any party to this Agreement has the right to withdraw from this Agreement by providing express written notice of its decision to withdraw to Williamson County and to all other Emergency Service Organizations at least ninety (90) days prior to its projected withdrawal date. Following the effective date of a party's withdrawal, such withdrawing party shall no longer receive any future funding or any other rights, privileges or benefits under this Agreement. If an ESO should withdraw prior to receipt of an upcoming installment payment, such ESO shall only be allowed to receive a pro rata portion of the next installment payment based on the period of time that such ESO actually provided services.

VI.
Term of Agreement; And Effective Date

As set forth herein, the initial term of this Agreement shall be deemed to be effective as of October 1, 2010 and shall continue until September 30, 2011. Each term of this Agreement shall be for one (1) year and shall automatically renew each year thereafter for one (1) year terms unless notification of an ESO's intent to not renew is sent to all other parties at least ninety (90) days prior to the last day of the then current term.

Each ESO acknowledges that Williamson County shall also have the right not to renew this Agreement provided that Williamson County sends notice of its intent not to renew to all Emergency Service Organizations at least ninety (90) days prior to the last day of the then current term.

The parties are subject to the rights of termination and suspension as contained herein.

VII.
Related Agreements

The parties to this Agreement acknowledge that there may be existing mutual aid agreements and/or other related agreement between the parties relating to the provision of emergency services. The parties to this Agreement do not intend for the terms or conditions of this agreement to supplant, terminate or otherwise affect the terms and conditions of any other agreements between any of the parties hereto.

VIII.
Relationship of the Parties

The parties to this Agreement shall act in individual capacities and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of any other party for any purposes whatsoever.

The parties to this Agreement shall act in accordance with the policies, ordinances, and procedures established by the parties' own governing body. All claims for Workers' Compensation benefits arising out of this Agreement shall be the sole responsibility of the party who is the general employer of the employee or volunteer filing such claim. At no time shall the employees or volunteers of another party be considered to the borrowed servants or on loan to any other party to this Agreement. Each party hereto shall hold all other parties harmless from all liability for injuries or damages to persons or property that might occur as a result of the act or omission of an act of the employees or volunteers of such party. Furthermore, any civil liability that results from the acts of a party hereto or from the acts of any of its employees, volunteers, agents, officers or representatives shall remain the sole responsibility of the party that causes such civil liability.

IX.
Miscellaneous Provisions

A. **Funds Owed County.** If an Emergency Service Organization becomes obligated to pay or reimburse funds to Williamson County under this Agreement or under any other agreement with Williamson County, the governing body of such Emergency Service Organization hereby agrees and does assign to Williamson County any property tax payments, which come into the possession of Williamson County and that would otherwise be due such Emergency Service Organization and/or its governing body, so that all amounts of funding that is owed to Williamson County is paid to Williamson County.

B. **Breach of Other Agreements.** If an Emergency Service Organization and/or its governing body is in breach of any other agreement to which Williamson Count is a party, Williamson County may suspend all funding under this Agreement to such Emergency Service Organization until which time that the breach is cured.

C. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of all parties shall be construed and enforced in accordance therewith. All parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be valid and enforceable.

D. **Construction.** Each party hereto acknowledges that it and its counsel have reviewed this Agreement, and that there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

E. **No Waiver of Immunities.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to any party hereto, or their past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Each party hereto does not waive, modify, or alter to any extent whatsoever the

availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

F. **Assignment.** The rights and duties of the party parties hereto may not be assigned or delegated without the prior written consent of all parties. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the parties hereto.

G. **Compliance with Applicable Laws.** All parties agree to comply with all applicable federal, state and local ordinances, laws, rules, regulations, and lawful orders of any public authority.

H. **Non-Appropriation and Fiscal Funding.** The obligations of the parties under this Agreement do not constitute a general obligation or indebtedness of any party for which such party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that Williamson County shall have the right to terminate this Agreement at the end of any Williamson County fiscal year if the governing body of Williamson County does not appropriate sufficient funds as determined by Williamson County's budget for the fiscal year in question. Williamson County may effect such termination by giving written notice of termination at the end of its then-current fiscal year.

I. **Execution in Multiple Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be considered an original, and all of which shall be considered as one original fully executed as of the date when all parties have executed an identical counterpart, notwithstanding the fact that all signatures may not appear on the same counterpart.

J. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties. The parties understand, agree, and declare that no promise, warranty, statement, or representation of any kind whatsoever which is not expressly stated in this Agreement has been made by any party, or its respective officers, employees, or other agents to induce execution of this Agreement.

CITY OF GEORGETOWN, TEXAS

By: George S. Garver

Printed Name: George Garver

Representative Capacity: Mayor

Date: September 14, 2011

CITY OF LEANDER, TEXAS

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____ ____, 20___

CITY OF ROUND ROCK, TEXAS

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____ ____, 20___

CITY OF TAYLOR, TEXAS

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____ ____, 20___

Commissioners Court - Regular Session **21.**

Meeting Date: 09/20/2011

Presentation by Specialized Public Finance

Submitted By: Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and hear presentation from Dan Wegmiller of Specialized Public Finance, Financial Advisor to the County, on Refunding Opportunities and Debt.

Background

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/15/2011 12:04 PM

Form Started By: Julie Kiley Started On: 09/15/2011 11:29 AM

Final Approval Date: 09/15/2011

Commissioners Court - Regular Session **22.**

Meeting Date: 09/20/2011

Update

Submitted By: Jessica Schmidt, J.P. Pct. #4

Department: J.P. Pct. #4

Agenda Category: Regular Agenda Items

Information

Agenda Item

Hear report from Linebarger Goggan Blair & Sampson regarding Collections for JP4.

Background

Dan Romo and Brian Brown, Linebarger Goggan Blair & Sampson will present report on Collections for JP4.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/15/2011 10:44 AM

Form Started By: Jessica Schmidt Started On: 09/14/2011 05:32 PM

Final Approval Date: 09/15/2011

Commissioners Court - Regular Session **23.**

Meeting Date: 09/20/2011

September 2011 Monthly Construction Summary Report

Submitted By: Tiffany Mcconnell, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Hear the September 2011 Monthly Construction Summary Report.

Background

Attachments

September 2011 CSR

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/15/2011 10:45 AM

Form Started By: Tiffany Mcconnell Started On: 09/15/2011 09:20 AM

Final Approval Date: 09/15/2011

ROAD BOND & PASS THROUGH FINANCING

Construction Summary Report

WILLIAMSON COUNTY
1848

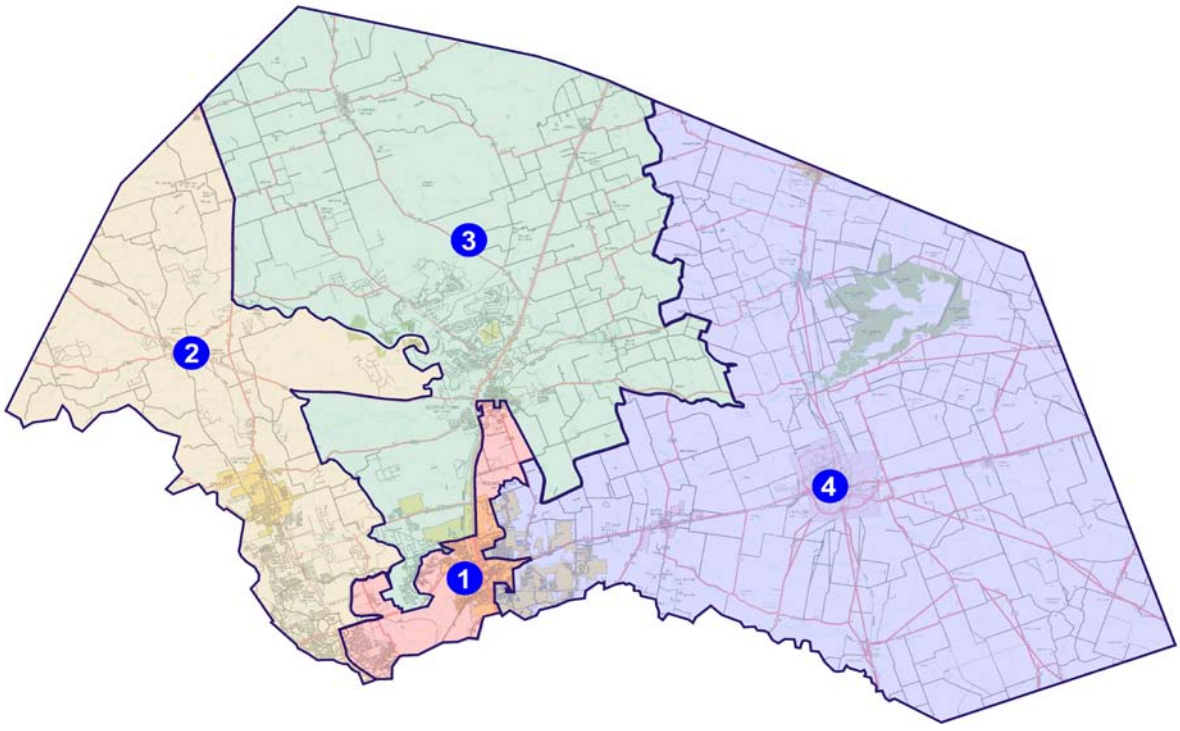
County Judge
Dan Gattis

Commissioners
Lisa Birkman
Cynthia Long
Valerie Covey
Ron Morrison

September 2011

WWW.ROADBOND.ORG

Volume X - Issue No. 9



Presented By:

PRIME STRATEGIES, INC.

HNTB

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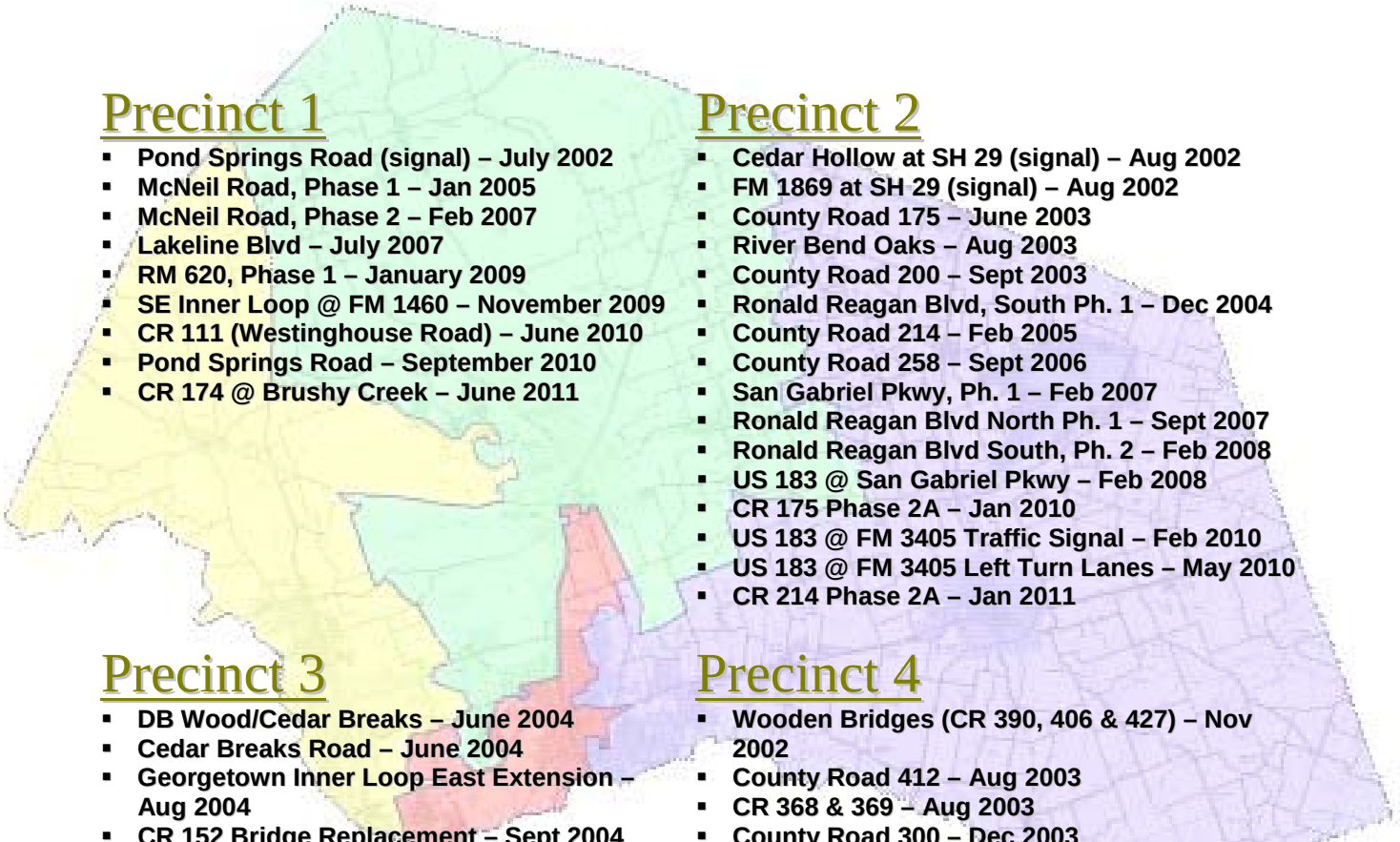
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WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

SUBSTANTIAL CONSTRUCTION COMPLETE/OPEN TO TRAFFIC - AS OF JULY 2011



Precinct 1

- Pond Springs Road (signal) – July 2002
- McNeil Road, Phase 1 – Jan 2005
- McNeil Road, Phase 2 – Feb 2007
- Lakeline Blvd – July 2007
- RM 620, Phase 1 – January 2009
- SE Inner Loop @ FM 1460 – November 2009
- CR 111 (Westinghouse Road) – June 2010
- Pond Springs Road – September 2010
- CR 174 @ Brushy Creek – June 2011

Precinct 2

- Cedar Hollow at SH 29 (signal) – Aug 2002
- FM 1869 at SH 29 (signal) – Aug 2002
- County Road 175 – June 2003
- River Bend Oaks – Aug 2003
- County Road 200 – Sept 2003
- Ronald Reagan Blvd, South Ph. 1 – Dec 2004
- County Road 214 – Feb 2005
- County Road 258 – Sept 2006
- San Gabriel Pkwy, Ph. 1 – Feb 2007
- Ronald Reagan Blvd North Ph. 1 – Sept 2007
- Ronald Reagan Blvd South, Ph. 2 – Feb 2008
- US 183 @ San Gabriel Pkwy – Feb 2008
- CR 175 Phase 2A – Jan 2010
- US 183 @ FM 3405 Traffic Signal – Feb 2010
- US 183 @ FM 3405 Left Turn Lanes – May 2010
- CR 214 Phase 2A – Jan 2011

Precinct 3

- DB Wood/Cedar Breaks – June 2004
- Cedar Breaks Road – June 2004
- Georgetown Inner Loop East Extension – Aug 2004
- CR 152 Bridge Replacement – Sept 2004
- Inner Loop East (CR 151 to Bus 35) – Oct 2005
- Ronald Reagan Blvd North, Ph. 2 – May 2008
- 12” Water Main Relocation for SH 29 Widening – June 2008
- SH 29 / CR 104, Ph. 1 – July 2008
- IH 35 @ SH 29 Turnarounds (Pass Through Financing) – August 2008
- CR 104, Phase II – May 2011

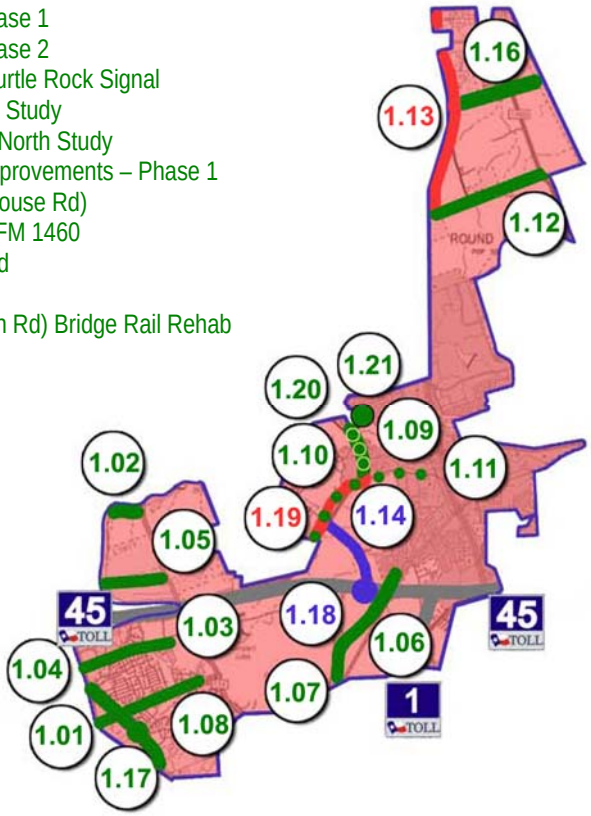
Precinct 4

- Wooden Bridges (CR 390, 406 & 427) – Nov 2002
- County Road 412 – Aug 2003
- CR 368 & 369 – Aug 2003
- County Road 300 – Dec 2003
- CR 424 Bridge Replacement – Jan 2004
- Chandler Rd. Extension, Ph. 1 – March 2005
- County Road 112, Ph. 1 – Aug 2005
- County Road 137 – Oct 2005
- Limmer Loop, Ph. 1A – July 2006
- Chandler Rd, Ph. 2 – Dec 2007
- Limmer Loop, Ph. 1B – March 2008
- Limmer Loop, Ph. 1C – October 2008
- Gattis School Road – June 2010
- US 79, Section 5B (Pass Through Financing) – August 2010
- Chandler Rd, Ph. 3B – October 2010
- US 79, Section 5A (Pass Through Financing) – December 2010

PRECINCT 1
COMMISSIONER BIRKMAN

Completed/Open to Traffic

1.01 Anderson Mill Rd.
1.02 Avery Ranch Blvd
1.03 Lake Creek Drainage – Phase 1
1.04 Lake Creek Drainage – Phase 2
1.05 Lakeline Blvd.
1.06 McNeil Road – Phase 1
1.07 McNeil Road – Phase 2
1.08 Pond Springs at Turtle Rock Signal
1.09 RM 620 Feasibility Study
1.10 Wyoming Springs North Study
1.11 RM 620 Interim Improvements – Phase 1
1.12 CR 111 (Westinghouse Rd)
1.16 SE Inner Loop @ FM 1460
1.17 Pond Springs Road
1.20 Wyoming Springs
1.21 CR 174 (Hairy Man Rd) Bridge Rail Rehab



Under Construction / Bidding

1.14 O'Connor Extension
1.18 O'Connor Overpass at SH 45

In Design

1.13 IH-35 Northbound Frontage Rd and Ramps
1.19 RM 620: Cornerwood Dr to Wyoming Springs

CR 111 - Westinghouse Rd. (Hewlett Loop to FM 1460)
Project No. 08WC608 Original Contract Price = $5,864,053.94

Letting	Award	Notice To Proceed	Begin Work	Substantially Complete	Work Accepted		Total Bid Days	Days Added	Total Days
4/2/2008	4/15/2008	6/6/2008	6/16/2008	6/16/2010			730	60	790

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	6/16/2008	6/30/2008	15	$273,125.71	$273,125.71	$14,375.04	$14,375.04	5	2
2	7/1/2008	7/31/2008	31	$690,458.44	$963,584.15	$36,339.92	$50,714.96	17	6
3	8/1/2008	8/31/2008	31	$405,777.61	$1,369,361.76	$21,356.71	$72,071.67	25	10
4	9/1/2008	9/30/2008	30	$410,275.17	$1,779,636.93	$21,593.43	$93,665.10	31	14
5	10/1/2008	10/31/2008	31	$170,855.60	$1,950,492.53	$8,992.40	$102,657.50	34	17
6	11/1/2008	11/30/2008	30	$328,636.79	$2,279,129.32	$17,296.67	$119,954.17	40	21
7	12/1/2008	12/31/2008	31	$183,573.77	$2,462,703.09	$9,661.78	$129,615.95	43	25
8	1/1/2009	1/31/2009	31	$85,656.15	$2,548,359.24	$4,508.22	$134,124.17	45	29
9	2/1/2009	2/28/2009	28	$199,204.04	$2,747,563.28	$10,484.42	$144,608.59	48	33
10	3/1/2009	3/31/2009	31	$148,110.31	$2,895,673.59	$7,795.28	$152,403.87	51	37
11	4/1/2009	4/30/2009	30	$516,671.71	$3,412,345.30	$27,193.25	$179,597.12	60	40
12	5/1/2009	5/31/2009	31	$226,555.61	$3,638,900.91	$11,923.98	$191,521.10	65	44
13	6/1/2009	6/30/2009	30	$249,244.85	$3,888,145.76	$13,118.15	$204,639.25	69	48
14	7/1/2009	7/31/2009	31	$332,593.17	$4,220,738.93	$17,504.90	$222,144.15	75	52
15	8/1/2009	8/31/2009	31	$245,723.19	$4,466,462.12	$12,932.80	$235,076.95	79	56
16	9/1/2009	9/30/2009	23	$296,925.12	$4,763,387.24	$15,627.64	$250,704.59	84	59
17	10/1/2009	10/31/2009	14	$135,901.82	$4,899,289.06	$7,152.73	$257,857.32	78	61
18	11/1/2009	11/30/2009	30	$144,217.19	$5,043,506.25	$7,590.38	$265,447.70	80	64
19	12/1/2009	12/31/2009	31	$77,935.90	$5,121,442.15	$4,101.89	$269,549.59	81	68
20	1/1/2010	1/31/2010	31	$54,006.73	$5,175,448.88	$2,842.46	$272,392.05	82	72
21	2/1/2010	2/28/2010	28	$7,264.88	$5,182,713.76	$382.36	$272,774.41	82	76
22	3/1/2010	3/31/2010	31	$178,526.02	$5,361,239.78	$9,396.11	$282,170.52	85	80
23	4/1/2010	4/30/2010	30	$722,864.30	$6,084,104.08	$38,045.48	$320,216.00	97	84
24	5/1/2010	5/31/2010	31	$31,296.10	$6,115,400.18	$1,647.17	$321,863.17	97	87
25	6/1/2010	6/30/2010	16	$215,437.16	$6,330,837.34	-$192,662.41	$129,200.76	97	89
26	7/1/2010	8/31/2010	N/A	$16,903.14	$6,347,740.48	$344.96	$129,545.72	97	-
27	5/1/2011	5/31/2011	N/A	$4,485.46	$6,352,225.94	$91.54	$129,637.26	97	-

9/2/2011 Comments - All punchlist items have been completed. The Certificate of Completion and the Balancing Change Order are being prepared. Final as-builts have been received and accepted as complete.

Change Order Number	Approved	Cost This CO	Total COs
01	9/23/2008	6,660.00	6,660.00

4D: Third Party Accommodation. Other. The Contractor installed permanent fencing along the ROW per an agreement made with the Property owner of Parcel 21 (NNP-Tera Vista. LP) and Williamson County prior to construction. The Contractor was also directed to install temporary fencing on Parcel 3 to keep the property owner's cows off of the ROW.

Change Order Number	Approved	Cost This CO	Total COs
02	10/7/2008	100,144.67	106,804.67

6B: Untimely ROW/Utilities. Right-of-Way not clear (County responsibility for ROW). The property owner agreed to donate the ROW in exchange for the work associated with this Change Order: the installation of steel sleeve encasements for future utilities, the upgrade of existing driveways, and the addition of new driveways.

Change Order Number	Approved	Cost This CO	Total COs
03	3/10/2009	42,796.26	149,600.93

3F: County Convenience. Additional work desired by the County. An additional turn lane/median opening and a street stub-out is being added at the TeraVista Track. 1B: Design Error or Omission. Other. Erosion control items are being added that were left out of the original plan sheets. These items include topsoil, seeding, and rip rap for the median noses in all of the proposed median islands.

Change Order Number	Approved	Cost This CO	Total COs
04	3/30/2009	2,760.00	152,360.93

2J: Differing Site Conditions (unforeseeable). Other. In order to complete the driveway installation at sta. 77+50, it was necessary to remove an existing entrance with gates. This change order accounts for costs incurred by the Contractor to replace the entrance.

Change Order Number	Approved	Cost This CO	Total COs
05	4/3/2009	-92,636.54	59,724.39

5B: Contractor Convenience. Contractor requested change in the sequence and/or method of work. 3H: County Convenience. Cost savings opportunity discovered during construction. After additional testing on the existing subgrade, it was determined that the lime treatment original specified was not necessary. With the Engineer's and the County's concurrence, the Contractor opted to undercut the existing subgrade by 8 inches and placed flex base in lieu of the 8 inches of lime treated subgrade.

Change Order Number	Approved	Cost This CO	Total COs
06	5/8/2009	16,730.56	76,454.95

4B: Third Party Accommodation. Third party requested work: The Developer requested the installation of additional driveways and gates on the Madison Property. The Developer has submitted payment to Williamson County.

Change Order Number	Approved	Cost This CO	Total COs
07	5/8/2009	2,400.00	78,854.95

2G: Differing Site Conditions (unforeseeable). Unadjusted Utility. The Contractor relocated an existing Flush Valve Hydrant that was in conflict with the proposed rip rap slope on the NW corner of Park Central Drive.

Change Order Number	Approved	Cost This CO	Total COs
08	10/20/2009	686,352.92	765,207.87

3F: County Convenience. Additional work desired by the County. This Change Order accounts for additional costs associated with widening and realigning the FM 1460 Intersection at Westinghouse Rd. Sixty (60) days were added to the Contract schedule.

Change Order Number	Approved	Cost This CO	Total COs
09	3/4/2010	5,000.00	770,207.87

3E: County Convenience. Reduction of future maintenance. This Change Order accounts for costs associated with the constructions of an underdrain from the median nose just east of Park Central to the south side of the roadway, including a tie-in to the storm drain system.

Change Order Number	Approved	Cost This CO	Total COs
10	6/23/2010	2,696.75	772,904.62

4B: Third Party Accommodation. Third party requested work. This change order provides payment for additional work by the Contractor to build a new driveway at Sta 58+50. The County has agreed to build a dirt driveway and construct a curb cut, while the property owner will be responsible for placing base on the driveway.

Change Order Number	Approved	Cost This CO	Total COs
11	8/18/2010	1,510.00	774,414.62

2C: Differing Site Conditions (unforeseeable). New development (conditions changing after PS&E completed). This change order provides payment for additional work by the Contractor to install a 6-strand barbed wire fence at the ROW boundary across the new driveway at Sta 66+00 EB.

Change Order Number	Approved	Cost This CO	Total COs
12	5/13/2011	4,577.00	778,991.62

3M: County Convenience. Other. As required by Item 585, this change order adds a pay item to adjust the amount of compensation to be paid to the Contractor in proportion to the ride quality of the final asphalt surface on the project.

Adjusted Price = $6,643,045.56

S.E. Inner Loop @ FM 1460
Project No. 09WC708

Original Contract Price = $889,492.48

Letting	Award	Notice To Proceed	Begin Work	Substantially Complete	Work Accepted		Total Bid Days	Days Added	Total Days
3/25/2009	4/21/2009	5/22/2009	6/1/2009	11/5/2009			163	0	163

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	6/1/2009	6/30/2009	30	$102,851.51	$102,851.51	$11,427.95	$11,427.95	13	18
2	7/1/2009	7/31/2009	31	$79,130.70	$181,982.21	$8,792.30	$20,220.25	23	37
3	8/1/2009	8/31/2009	31	$161,496.94	$343,479.15	$17,944.10	$38,164.35	43	56
4	9/1/2009	9/30/2009	30	$178,603.64	$522,082.79	$19,844.85	$58,009.20	65	75
5	10/1/2009	10/31/2009	31	$302,954.22	$825,037.01	-$41,171.71	$16,837.49	95	94
6	11/1/2009	11/30/2009	5	$40,139.30	$865,176.31	$819.17	$17,656.66	99	97

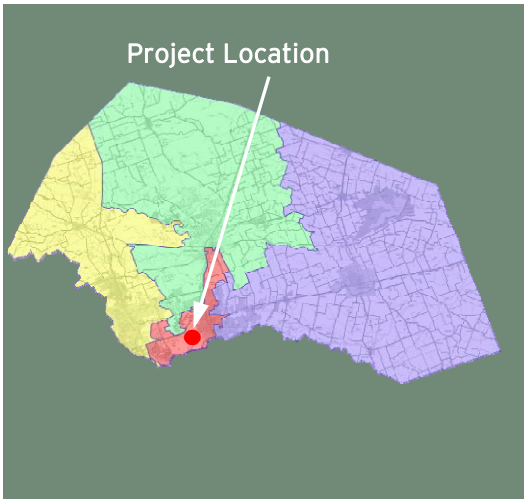
9/2/2011 Comments - JO'B Site Construction has gone out of business and defaulted on the remaining punch list work items. The GEC is coordinating with Williamson County, who is corresponding with the bonding company. The GEC is also coordinating with TxDOT to determine what will be required in the ditches along FM 1460.

Change Order Number	Approved	Cost This CO	Total COs
01	10/27/2009	-77.88	-77.88

2G: Differing Site Conditions. Unadjusted utility (unforeseeable): The plans originally called for 3-inch PVC Conduit. However, the proposed 3-inch PVC Conduit will not fit into the electrical service and, at the Contractor's request, is being revised to 2-inch PVC Conduit.

Adjusted Price = $889,414.60





O'CONNOR DRIVE EXTENSION
(RM 620 to North of SH 45)

Project Length: 1.4 Miles
Roadway Classification: Urban Arterial
Roadway Section: Four-lane divided
Structures: One five-lane bridge and one bridge-class culvert

Project Schedule: April 2011 - April 2012
Estimated Construction Cost: $5.8 Million



AUGUST 2011 IN REVIEW

08/05/2011: Dan Williams (DWCO) is placing formwork for the Bent 7 bridge cap. The contractor placed rock rip rap at the outfalls of the cross drainage structures and continues excavation and embankment at various locations.

08/12/2011: DWCO placed and tied the reinforcing steel cage for the cap on Bent 7. North of RM 620, DWCO completed the west curb & gutter, switched the lane closure to the left lane, and removed the trees in the center median.

08/19/2011: DWCO poured the Bent 7 bridge cap. North of RM 620, DWCO excavated and Subcontractor APAC placed Ty A asphalt. Subcontractor G Carter placed conduit and drilled foundations to relocate two light poles.

08/26/2011: North of RM 620, DWCO formed and poured the east curb and gutter, backfilled the curb and placed landscape pavers in the median. G Carter poured light pole foundations and set ground boxes.

09/02/2011: DWCO excavated, set forms and poured concrete rip rap below Abutment 1. The contractor began placing first course flex base as subgrade is finished. North of RM 620, APAC paved the final surface for both O'Connor and Great Oaks.



Design Engineer: Klotz Associates
Contractor: Dan Williams Company
Construction Observation:
Greg Jenkins, HDR

Williamson County
Road Bond Program

HNTB

PRIME STRATEGIES, INC.

O'Connor Drive Extension (RM 620 to SH 45)

Project No. 11WC906 Original Contract Price = $5,742,529.92

Letting	Award	Notice To Proceed	Begin Work	Anticipated Work Complete	Work Accepted		Total Bid Days	Days Added	Total Days
12/15/2010	2/8/2011	4/4/2011	4/6/2011	4/12/2012			365	0	365

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	4/1/2011	4/30/2011	17	$286,628.40	$286,628.40	$31,847.60	$31,847.60	6	5
2	5/1/2011	5/31/2011	31	$560,496.09	$847,124.49	$62,277.34	$94,124.94	16	13
3	6/1/2011	6/30/2011	30	$402,076.47	$1,249,200.96	$44,675.17	$138,800.11	24	21
4	7/1/2011	7/31/2011	31	$484,153.08	$1,733,354.04	$53,794.78	$192,594.89	33	30
5	8/1/2011	8/31/2011	31	$248,273.47	$1,981,627.51	$27,585.94	$220,180.83	38	38

Change Order Number	Approved	Cost This CO	Total COs
01	8/4/2011	7,113.00	7,113.00

6C: Untimely ROW/Utilities. Utilities not clear. This Change Order provides payment to the Contractor to relocate the existing safety lighting (2 poles) and conduit to a new location out of the way of the roadway improvements in the newly reconstructed center median on O'Connor Drive, north of RM 620.

Change Order Number	Approved	Cost This CO	Total COs
02	8/19/2011	15,000.00	22,113.00

1A: Design Error or Omission. Incorrect PS&E. This Change Order adds the requirements of Item 420.4.14, Concrete Structures, Mass Placements to the contract. This work will be tracked and paid by force account.

Adjusted Price = $5,764,642.92

CR 174 (Hairy Man Rd.) @ Brushy Creek
Project No. 11WC911

Original Contract Price = $186,373.00

Letting	Award	Notice To Proceed	Begin Work	Anticipated Work Complete	Work Accepted		Total Bid Days	Days Added	Total Days
3/23/2011	4/6/2011	5/19/2011	5/19/2011	6/21/2011			30	0	30

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	5/19/2011	5/31/2011	8	$91,654.20	$91,654.20	$10,183.80	$10,183.80	55	27
2	6/1/2011	6/30/2011	22	$94,888.90	$186,543.10	-$10,183.80	$0.00	100	100

9/2/2011 Comments - Substantial Completion was issued on 07/07/2011. All punchlist items have been completed. The Balancing Change Order has been executed and the GEC has begun the closeout process.

Change Order Number	Approved	Cost This CO	Total COs
01	8/19/2011	170.00	170.00

2E: Differing Site Conditions. Miscellaneous difference in site conditions (unforeseeable) (Item 9). Adjustment of quantities to match field conditions.

Adjusted Price = $186,543.00

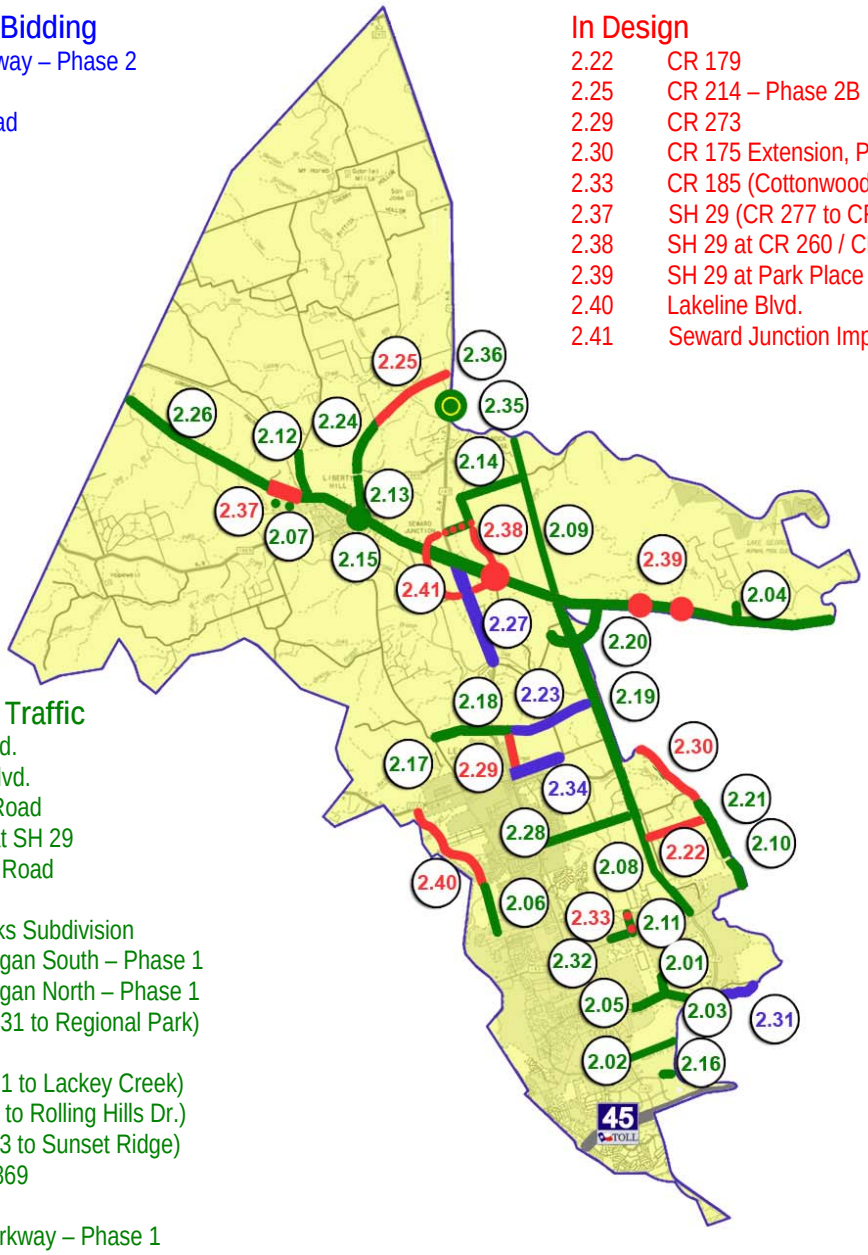
PRECINCT 2
COMMISSIONER LONG

Under Construction / Bidding

2.23 San Gabriel Parkway – Phase 2
2.27 US 183
2.31 Brushy Creek Road
2.34 Hero Way

In Design

2.22 CR 179
2.25 CR 214 – Phase 2B
2.29 CR 273
2.30 CR 175 Extension, Phase 2B
2.33 CR 185 (Cottonwood Trail)
2.37 SH 29 (CR 277 to CR 200)
2.38 SH 29 at CR 260 / CR 266
2.39 SH 29 at Park Place Dr & Jack Nicklaus Blvd
2.40 Lakeline Blvd.
2.41 Seward Junction Improvements Study



Completed/Open to Traffic

2.01 Vista Ridge Blvd.
2.02 Avery Ranch Blvd.
2.03 Brushy Creek Road
2.04 Cedar Hollow at SH 29
2.05 Cypress Creek Road
2.06 Lakeline Blvd.
2.07 River Bend Oaks Subdivision
2.08 Ronald W. Reagan South – Phase 1
2.09 Ronald W. Reagan North – Phase 1
2.10 CR 175 (FM 1431 to Regional Park)
2.11 CR 185
2.12 CR 200 (CR 201 to Lackey Creek)
2.13 CR 214 (SH 29 to Rolling Hills Dr.)
2.14 CR 258 (US 183 to Sunset Ridge)
2.15 SH 29 at FM 1869
2.16 Lakeline Blvd.
2.17 San Gabriel Parkway – Phase 1
2.18 US 183 Widening at CR 274
2.19 Ronald W. Reagan South – Phase 2
2.20 Kauffman Loop
2.21 CR 175 Extension Phase 2A
2.24 CR 214 – Phase 2A
2.26 SH 29 Improvements Study & Schematic
2.28 CR 272
2.32 RM 1431
2.35 US 183 @ FM 3405 Traffic Signal
2.36 US 183 @ FM 3405 Left Turn Lanes

Ronald Reagan Blvd. South, Ph. 2 (FM 2243 to SH 29)
Project No. 05WC324 Original Contract Price = $15,857,326.54

Letting	Award	Notice To Proceed	Begin Work	Work Complete	Work Accepted		Total Bid Days	Days Added	Total Days
8/17/2005	9/27/2005	1/13/2006	1/23/2006	9/17/2008			540	212	752

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	11/1/2005	11/30/2005	0	$74,925.00	$74,925.00	$8,325.00	$8,325.00	1	0
2	12/1/2005	12/31/2005	0	$103,696.20	$178,621.20	$11,521.80	$19,846.80	1	0
3	1/1/2006	1/31/2006	9	$750,735.00	$929,356.20	$83,415.00	$103,261.80	7	1
4	2/1/2006	2/28/2006	28	$444,184.20	$1,373,540.40	$49,353.80	$152,615.60	11	5
5	3/1/2006	3/31/2006	31	$291,523.10	$1,665,063.50	$32,391.46	$185,007.06	13	9
6	4/1/2006	4/30/2006	30	$399,662.07	$2,064,725.57	$44,406.89	$229,413.95	17	13
7	5/1/2006	5/31/2006	31	$655,292.34	$2,720,017.91	$72,810.26	$302,224.21	22	17
8	6/1/2006	6/30/2006	30	$455,018.26	$3,175,036.17	$50,557.59	$352,781.80	25	21
9	7/1/2006	7/31/2006	31	$40,437.00	$3,215,473.17	$4,493.00	$357,274.80	26	25
10	8/1/2006	8/31/2006	31	$285,902.35	$3,501,375.52	$31,766.92	$389,041.72	27	29
11	9/1/2006	9/30/2006	30	$528,814.84	$4,030,190.36	$58,757.21	$447,798.93	32	33
12	10/1/2006	10/31/2006	31	$311,641.77	$4,341,832.13	$34,626.86	$482,425.79	34	38
13	11/1/2006	11/30/2006	30	$478,315.80	$4,820,147.93	$53,146.20	$535,571.99	38	41
14	12/1/2006	3/31/2007	121	$1,317,936.47	$6,138,084.40	$146,437.39	$682,009.38	48	58
15	4/1/2007	4/30/2007	31	$447,058.65	$6,585,143.05	$49,673.18	$731,682.56	51	62
16	5/1/2007	5/31/2007	23	$250,755.70	$6,835,898.75	$27,861.77	$759,544.33	53	65
17	6/1/2007	7/31/2007	14	$892,102.41	$7,728,001.16	$99,122.49	$858,666.82	60	67
18	8/1/2007	8/31/2007	31	$625,810.47	$8,353,811.63	$69,534.49	$928,201.31	65	71
19	9/1/2007	9/30/2007	30	$804,499.07	$9,158,310.70	$89,388.79	$1,017,590.10	71	75
20	10/1/2007	10/31/2007	31	$1,258,832.28	$10,417,142.98	-$469,076.61	$548,513.49	77	79
21	11/1/2007	11/30/2007	30	$785,594.47	$11,202,737.45	$41,347.08	$589,860.57	83	83
22	12/1/2007	12/31/2007	31	$453,813.77	$11,656,551.22	$23,884.94	$613,745.51	86	87
23	1/1/2008	1/31/2008	31	$701,577.47	$12,358,128.69	$36,925.13	$650,670.64	91	91
24	2/1/2008	2/29/2008	13	$789,217.12	$13,147,345.81	-$381,980.87	$268,689.77	94	93
25	3/1/2008	3/31/2008	16	$168,372.53	$13,315,718.34	$3,436.18	$272,125.95	95	95
26	4/1/2008	5/31/2008	N/A	$123,532.38	$13,439,250.72	$2,521.06	$274,647.01	96	-
27	6/1/2008	6/30/2008	N/A	$158,393.86	$13,597,644.58	$3,232.53	$277,879.54	97	-
28	7/1/2009	8/31/2009	N/A	$246,514.59	$13,844,159.17	$5,030.91	$282,910.45	99	-
29	9/1/2009	9/30/2009	N/A	$247,467.35	$14,091,626.52	-$141,224.56	$141,685.89	100	-
30	11/1/2009	12/3/2009	N/A	$174,653.12	$14,266,279.64	-$125,358.86	$16,327.03	100	-
31	1/1/2010	1/31/2010	N/A	$15,975.00	$14,282,254.64	$0.00	$16,327.03	100	-

9/2/2011 Comments - The Contractor has completed all items added under Change Order No. 24. The GEC will resume Project Close-Out and is coordinating with the Contractor on a release of retainage pay request. The Record Drawings have been received from the Contractor, reviewed, and found to be complete and accurate.

Change Order Number	Approved	Cost This CO	Total COs
01	2/14/2006	-2,114,062.05	-2,114,062.05

3C - County Convenience. Implementation of a Value Engineering finding. Pavement design was changed to a 2.5" TY C HMAC over a 15" Flexible Base section for the main lanes. Due to change in pavement design, excavation & embankment quantities were also revised.

Change Order Number	Approved	Cost This CO	Total COs
02	2/14/2006	-192,122.88	-2,306,184.93

3C - County Convenience. Implementation of a Value Engineering finding. As a result of the value engineering process, unit prices for the 6x3 and 7x3 box culvert items were adjusted as mutually agreed to by Williamson County and Ranger Excavating.

Change Order Number	Approved	Cost This CO	Total COs
03	5/18/2006	12,444.00	-2,293,740.93

2J - Differing Site Conditions (unforeseeable) (other). A residence within the ROW that was scheduled for demolition was found to have asbestos. Extra expenses were incurred by the Contractor for asbestos removal.

Change Order Number	Approved	Cost This CO	Total COs
04	7/11/2006	128,440.00	-2,165,300.93

6D. Untimely ROW/Utilities. Other. Steel encasement pipe for future waterline for the City of Leander added at sta. 227+10, sta. 241+70, sta. 262+00, sta. 262+10. Utility plans were not incorporated into PS&E at the time of letting.

Change Order Number	Approved	Cost This CO	Total COs
05	9/5/2006	111,179.80	-2,054,121.13

1A: Design error or Omission. Incorrect PS&E. Original plans did not account for the channel crossing at the proposed driveway location. A box culvert was added for the drainage design. Fifteen (15) days were added to the Contract schedule.

Change Order Number	Approved	Cost This CO	Total COs
06	8/17/2006	8,493.37	-2,045,627.76

2C: New Development - Conditions changing after PS&E completed. 2D: Environmental Remediation. During the clearing and grubbing of ROW, two abandoned water wells and one abandoned septic tank were discovered and needed to be properly removed.

Change Order Number	Approved	Cost This CO	Total COs
07	8/29/2006	59,041.60	-1,986,586.16

4B: Third Party requested work. Per the terms of the real estate contract agreement, the County must provide a driveway for the landowner. 6D: Untimely ROW. The real estate contract agreement was not finalized until after the contract plans were complete and the project was let. Fifteen (15) days were added to

Change Order Number	Approved	Cost This CO	Total COs
08	9/5/2006	218,894.00	-1,767,692.16

6D. Untimely ROW/Utilities. 6D-Other. Chisholm Trail waterline relocations were not incorporated into the plans prior to contract award. Thirty (30) days were added to the Contract schedule.

Change Order Number	Approved	Cost This CO	Total COs
09	2/7/2007	8,360.00	-1,759,332.16

4B. Third Party Accommodation - Third party requested work. The County and the property owner agreed to temporary fencing at the driveways and culvert locations to facilitate the construction of the roadway. This change order provides compensation to the property owner for installation of temporary special fencing around the easements, and its removal once the driveway and culvert construction is complete, allowing the permanent fencing to be installed.

Change Order Number	Approved	Cost This CO	Total COs
10	3/27/2007	205,000.00	-1,554,332.16

3M: County Convenience. Other. The one-course surface treatment will be added due to the deletion of the 4.5" of Type B asphalt requested by Williamson County as part of the pavement design section revision.

Change Order Number	Approved	Cost This CO	Total COs
11	3/21/2007	10,577.00	-1,543,755.16

6C: Untimely ROW/Utilities. Utilities not Clear. The location of water lines on the plans did not match actual field conditions. Additional effort was required to perform exploratory work and additional water line relocations.

Change Order Number	Approved	Cost This CO	Total COs
12	4/20/2007	2,530.00	-1,541,225.16

6B: Untimely ROW/Utilities. Right-of-Way not clear (County responsibility for ROW). New fencing was added for the drainage easement on the north and south sides of Hwy 29 for the stock pass extension.

Change Order Number	Approved	Cost This CO	Total COs
13	7/5/2007	-12,050.34	-1,553,275.50

4B: Third Party Accommodation. Third Party requested work. Realigned driveway to avoid taking out unnecessary trees on the Lamb property. 6D: Untimely ROW/Utilities. Other. Move Densford's driveway back to CL Sta. of 279+00 to avoid power pole in the proposed driveway location of Sta. 280+00.

Change Order Number	Approved	Cost This CO	Total COs
14	7/12/2007	81,502.00	-1,471,773.50

4B: Third Party Accommodation. Third Party requested work. Installation of steel sleeves for future utilities at property owner’s request, per terms of the real estate contract agreement. Twenty-five (25) days were added to the Contract schedule.

Change Order Number	Approved	Cost This CO	Total COs
15	9/17/2007	4,010.38	-1,467,763.12

4B: Third Party Accommodation. Third party requested work. Driveways relocated and a drainage pipe added to one location. Twenty (20) days were added to the Contract schedule.

Change Order Number	Approved	Cost This CO	Total COs
16	8/15/2007	29,117.00	-1,438,646.12

2J: Differing Site Conditions. Other. Existing groundwater within the strata below the proposed roadway is resulting in soft subgrade conditions. A geotechnical investigation was completed to assess the problem and a rock filter system was developed to mitigate the groundwater problem. This change order provides compensation for the extra time and work associated with the revision. Ninety-three (93) days were added to the Contract schedule.

Change Order Number	Approved	Cost This CO	Total COs
17	10/31/2007	7,424.20	-1,431,221.92

1B: Design Error or Emission. Other. Metal Beam Guard Fence transitions were not included as a bid item even though they show to be installed on plans. This change order provides payment for the transitions. 2E: Differing Site Conditions. Miscellaneous Difference in Site Conditions. In order to construct certain driveways, a small amount of fencing was removed while various amounts of temporary and permanent fencing will need to be installed. Five (5) days were added to the Contract schedule.

Change Order Number	Approved	Cost This CO	Total COs
18	11/19/2007	0.00	-1,431,221.92

5E: Contractor Convenience. Other. The Owner may elect to reduce the contract retainage to 5% upon completion of 50% of the value of the work in keeping with current industry standard practice. The Owner may elect to further reduce the contract retainage to 2% upon issuance of the Certificate of Substantial

Change Order Number	Approved	Cost This CO	Total COs
19	1/8/2008	15,628.50	-1,415,593.42

1B: Design Error or Emission. Other. Signal layout information for FM 2243 intersection was excluded from plans. Contractor had to remove and replace existing traffic detectors and pull boxes in order to construct a portion of roadway. Two (2) days were added to the Contract schedule.

Change Order Number	Approved	Cost This CO	Total COs
20	1/30/2008	24,887.96	-1,390,705.46

2J: Differing Site Conditions. Other. This change order provides compensation for the extra time and work associated with revisions to mitigate the groundwater problem in the northbound lanes of Reagan Blvd, following the same strategy developed for the southbound lanes of Reagan Blvd under Change Order No. 16. 4B: Third Party Accommodation. Third Party Requested Work. Provides compensation for the removal of entrance walls and capping gate columns on the Fisher property. 3F: County Convenience. Additional work required by the County. Provides compensation for removal of Parmer Ln sign at the intersection of Reagan Blvd and RM 2243. Seven (7) days were added to the Contract schedule.

Change Order Number	Approved	Cost This CO	Total COs
21	1/29/2008	106,465.66	-1,284,239.80

2J: Differing Site Conditions. Other. Change Order #16 (attached) added ninety-three (93) days to the Contract schedule. The change in the Contract schedule delayed the Contractor's planned paving schedule. As a result of the delay, the Contractor was unable to hold the bid prices for asphalt materials. This Change Order provides for a fair and equitable price increase for asphalt material items.

Change Order Number	Approved	Cost This CO	Total COs
22	7/8/2008	8,930.00	-1,275,309.80

3M: County Convenience. Other. Property owner's fence was located in the middle of the new ditch line. To prevent future damage to the fence, it was moved into the County's ROW and a water gap was installed. 2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions. In order to maintain the proper slope at certain driveways, the Contractor demoed SET's and extended driveway pipes to accommodate wider driveways.

Change Order Number	Approved	Cost This CO	Total COs
23	TBD	TBD	-1,275,309.80

This Change Order (the balancing change order) will be revised and processed after all work added under Change Order No. 24 is completed.

Change Order Number	Approved	Cost This CO	Total COs
24	9/22/2009	158,657.05	-1,116,652.75

3F: County Convenience. Additional Work Desired by the County. Additional erosion control work is required at the South Fork of the San Gabriel River. The revised plans will meet TCEQ guidelines.

Adjusted Price = $14,740,673.79

CR 175, Ph. 2A Extension (Regional Park to Creekside Meadows)
Project No. 09WC707

Original Contract Price = $1,854,291.16

Letting	Award	Notice To Proceed	Begin Work	Substantially Complete	Work Accepted		Total Bid Days	Days Added	Total Days
1/21/2009	2/3/2009	4/20/2009	7/6/2009	1/28/2010			180	27	207

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	4/20/2009	5/12/2009	0	$43,970.99	$43,970.99	$4,885.67	$4,885.67	3	0
2	5/12/2009	6/30/2009	0	$396,055.07	$440,026.06	$44,006.11	$48,891.78	26	0
3	7/1/2009	7/31/2009	26	$213,429.04	$653,455.10	$23,714.34	$72,606.12	39	13
4	8/1/2009	8/31/2009	31	$250,681.21	$904,136.31	$27,853.47	$100,459.59	53	28
5	9/1/2009	9/30/2009	30	$162,098.59	$1,066,234.90	-$44,341.96	$56,117.63	60	42
6	10/1/2009	10/31/2009	31	$53,846.74	$1,120,081.64	$2,834.03	$58,951.66	63	57
7	11/1/2009	11/30/2009	30	$244,706.53	$1,364,788.17	$12,879.30	$71,830.96	76	71
8	12/1/2009	12/31/2009	31	$55,411.74	$1,420,199.91	$2,916.40	$74,747.36	79	86
9	1/1/2010	1/31/2010	27	$344,508.49	$1,764,708.40	-$38,732.90	$36,014.46	96	100
10	5/1/2010	5/31/2010	N/A	$6,335.11	$1,771,043.51	$129.28	$36,143.74	96	100
11	7/1/2010	7/31/2010	N/A	$20,359.00	$1,791,402.51	$415.49	$36,559.23	97	100
12	8/1/2010	8/31/2010	N/A	$1,491.17	$1,792,893.68	$30.43	$36,589.66	97	100
13	11/1/2010	11/30/2010	N/A	$13,602.77	$1,806,496.45	$277.61	$36,867.27	98	100
14	12/1/2010	12/31/2010	N/A	$4,139.52	$1,810,635.97	$84.48	$36,951.75	98	100

9/2/2011 Comments - Ribbon Cutting Ceremony was held on 2/12/10. All punch list items are complete except grass growth. RGM has completed the reworking on the ditches and the additional erosion controls installations. Due to ongoing drought conditions, the County will accept the stabilization measures and vegetation as is in lieu of full vegetative establishment and payment for continued watering operations. The County will assume responsibility for final vegetative establishment. The Balancing Change Order is being developed.

Change Order Number	Approved	Cost This CO	Total COs
01	7/23/2009	-4,029.24	-4,029.24

3: County Convenience. 3E: Reduction of future maintenance. 3H: Cost savings opportunity discovered during construction. At both proposed culverts, the rip rap item has been changed from common rock rip rap to concrete rip rap.

Change Order Number	Approved	Cost This CO	Total COs
02	7/23/2009	17,615.43	13,586.19

4B: Third Party Accommodation. Third party requested work. Adding six (6) 4-inch conduits at a total of 1,320 LF for PEC, AT&T, and Time Warner.

Change Order Number	Approved	Cost This CO	Total COs
03	9/11/2009	2,700.00	16,286.19

2J: Differing Site Conditions. Other This change order accounts for adding removable striping to the project for the detour just south of the actual proposed roadway tie-in. This striping application can be removed without damaging the existing pavement surface.

Change Order Number	Approved	Cost This CO	Total COs
04	10/27/2009	1,881.40	18,167.59

4B: Third Party Accommodation. Third party requested work. This Change Order accounts for costs associated with the installation 300 feet of 4-inch PVC sleeves for future irrigation for the Parkside subdivision.

Change Order Number	Approved	Cost This CO	Total COs
05	3/23/2010	1,947.84	20,115.43

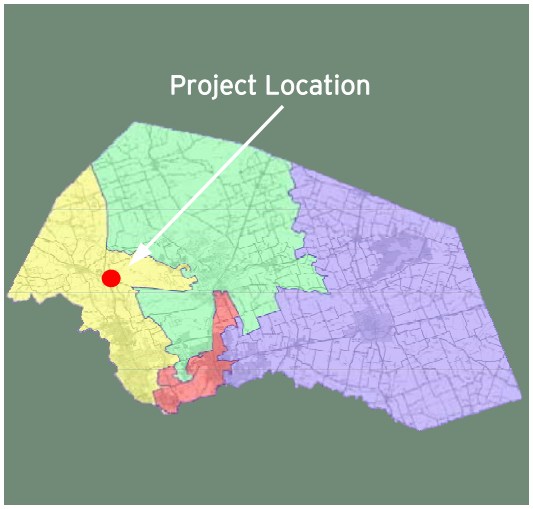
1A: Design Error or Omission. Incorrect PS&E. A signal head was added at the intersection of CR 175 and Perry Mayfield for the northbound traffic. Twenty-seven (27) days were added to the Contract schedule to account for the delay encountered while the Engineer developed a solution for the lack of cover over Culverts #1 and #2 on the northbound lanes.

Change Order Number	Approved	Cost This CO	Total COs
06	12/10/2010	10,324.00	30,439.43

2F: Differing Site Conditions (unforeseeable). Site conditions altered by an act of nature. The erosion control devices that were installed per plan were washed out and the ditchlines were eroded from the severe rain event in September 2010. The devices need to be removed and replaced, along with adding an additional erosion control blanket and reseeding the area.

Adjusted Price = $1,884,730.59





PASS THROUGH FINANCING PROJECT
US 183
(Riva Ridge Road to SH 29)

Project Length: 4.3 Miles
Roadway Classification: Principal Arterial
Roadway Section: Four-lane divided with shoulders and a wide median for future transportation corridor
Structures: Two four-lane bridges and bridge class culverts

Project Schedule: December 2009 - December 2012
Estimated Construction Cost: $15.4 Million



AUGUST 2011 IN REVIEW

08/05/2011: Dan Williams (DWCO) moved NB traffic to the west side of the roadway from SH 29 to the north tie-in in order to obliterate the existing roadway north of SH 29. Subcontractor APAC placed Ty B hot mix asphalt across from Mourning Dove and continues to mill and pave for the crown correction from CR 259 to SH 29. DWCO is backfilling walls, grading berms, placing sand liner and topsoiling at Pond 2. Subcontractor Environmental Safety Services installed MBGF along the west edge of the NB lanes.

08/19/2011: DWCO is continuing to obliterate the old roadway north of SH 29. DWCO is shaping the front slopes and placing topsoil along the NB lanes from CR 259 to SH 29. DWCO poured the SET on the west side of CC 9. Subcontractor G Carter drilled and poured the signal foundation on the SE corner of SH 29 and US 183. APAC placed hot mix on the NB lanes south of Mourning Dove to SH 29 for the crown correction.

09/02/2011: DWCO switched the NB lanes of traffic onto the new lanes from LCRA Dr to Mourning Dove and began to obliterate the old roadway from Mourning Dove to SH 29. The Contractor is continuing to shape the front slopes and place topsoil along the NB and SB lanes from Whitewing to SH 29. DWCO is also excavating to subgrade for the driveways north of SH 29, along with the right turn lane onto NB US 183. DWCO poured the downstream SET on CC 9. G Carter set the signal pole on the southeast corner of SH 29 and US 183.



Design Engineer: Dannenbaum
Contractor: Dan Williams Company
Construction Inspection: HDR

Williamson County
Pass Through Financing Program

HNTB

PRIME STRATEGIES, INC.

PASS THROUGH FINANCING: US 183 (Riva Ridge Rd to SH 29)
Project No. 09WC720 TxDOT CSJ: 0151-04-063 Original Contract Price = $14,677,727.84

Letting	Award	Notice To Proceed	Begin Work	Anticipated Work Complete	Work Accepted	Total Bid Days	Days Added	Total Days
8/24/2009	8/25/2009	12/21/2009	12/23/2009	12/18/2012		627	0	627

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	% ($) Used	% Time Used
1	12/21/2010	12/31/2010	0	$135,503.26	$135,503.26	1	0
2	1/1/2010	1/31/2010	0	$519,553.82	$655,057.08	4	0
3	2/1/2010	2/28/2010	0	$336,428.93	$991,486.01	6	0
4	3/1/2010	3/31/2010	0	$1,038,867.35	$2,030,353.36	13	0
5	4/1/2010	4/30/2010	0	$1,182,431.16	$3,212,784.52	21	0
6	5/1/2010	5/31/2010	0	$524,006.54	$3,736,791.06	24	0
7	6/1/2010	6/30/2010	8	$488,883.31	$4,225,674.37	27	1
8	7/1/2010	7/31/2010	21	$531,298.23	$4,756,972.60	31	5
9	8/1/2010	8/31/2010	22	$1,365,257.56	$6,122,230.16	40	8
10	9/1/2010	9/30/2010	21	$668,797.43	$6,791,027.59	44	11
11	10/1/2010	10/31/2010	22	$431,568.09	$7,222,595.68	47	15
12	11/1/2010	11/30/2010	21	$830,315.07	$8,052,910.75	52	18
13	12/1/2010	12/31/2010	22	$392,245.23	$8,445,155.98	55	22
14	1/1/2011	1/31/2011	20	$475,168.87	$8,920,324.85	58	25
15	2/1/2011	2/28/2011	22	$583,560.35	$9,503,885.20	62	29
16	3/1/2011	3/31/2011	23	$935,998.66	$10,439,883.86	68	32
17	4/1/2011	4/30/2011	21	$915,360.63	$11,355,244.49	74	36
18	5/1/2011	5/31/2011	21	$293,898.01	$11,649,142.50	76	39
19	6/1/2011	6/30/2011	22	$384,991.77	$12,034,134.27	78	42
20	7/1/2011	7/31/2011	20	$248,589.58	$12,282,723.85	80	46
21	8/1/2011	8/31/2011	23	$389,024.74	$12,671,748.59	82	49

Change Order Number	Approved	Cost This CO	Total COs
01	5/4/2010	$39,057.66	39,057.66

1B: Design Error or Omission. Other. Existing water lines have been identified at nine locations requiring relocation from newly acquired ROW to private property. The lines are required to be cased when crossing under the proposed new roadway. Additionally, the existing meters will need to be relocated onto private property. In the existing condition the water meters are inside the right of way with private waterlines above ditch lines or within the pavement section.

Change Order Number	Approved	Cost This CO	Total COs
02	4/19/2010	$1,250.00	40,307.66

1B: Design Error or Omission. Other. Plans required 5 foot long core holes in each Abutment and Bent location of the two bridges to confirm bearing materials (Sheet No. S of the General Notes). Payment is set by Standard Specifications, Item 416.5.C at $125 each. No bid item was included for this activity.

Change Order Number	Approved	Cost This CO	Total COs
03	5/17/2010	$25,000.00	65,307.66

3F: County Convenience. Additional work desired by the County. Revising safety work/measures desired by the County. This change order will add a bid item to cover expenses associated with reimbursement for Law Enforcement when required by the Construction Inspector during certain construction activities. Payment for this bid item will be made based on actual invoices prepared by Law Enforcement agencies plus a 5% markup as allowed by TxDOT specifications.

Change Order Number	Approved	Cost This CO	Total COs
04	6/23/2010	$25,000.00	90,307.66

1A: Design Error or Omission. Incorrect PS&E. This change order provides payment to reimburse the Contractor for maintenance, repair, or reinstallation of erosion control devices and features which are not subsidiary to pertinent items. No bid item(s) was included for these activities. The change order is as described in the TxDOT Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, Item 506.6 Temporary Erosion, Sedimentation, and Environmental Controls, Payment, and Article 9.5, Force Account.

Change Order Number	Approved	Cost This CO	Total COs
05	7/1/2010	$78,417.60	168,725.26

1A: Design Error or Omission. Incorrect PS&E. 4D: Third Party Accommodation. Other. This change order provides payment to reimburse the Contractor for costs associated with constructing the revised Retaining Wall C (Rock Nailed/Facia) located at the southern terminus of the project limits. New design details and additional components typically supplied by TxDOT were added to the design of the Rock Nail Wall. This redesign will require the pre-cast facia panel fabricator to redesign the wall panel layout and recast new panels to replace those that are unusable. Quantities of rock nails, Class C miscellaneous concrete and anti-graffiti coating are being adjusted per the reduction overall square footage of the wall.

Change Order Number	Approved	Cost This CO	Total COs
06	1/26/2011	5,548.91	174,274.17

1A: Design Error or Omission. Incorrect PS&E. This change order provides payment to reimburse the Contractor for costs associated with constructing special shoring for the bore pit of box culvert CC-5 adjacent to SH 29. 2I: Differing Site Conditions (unforeseeable). Additional safety needs (unforeseeable). This change order provides payment to reimburse the Contractor for additional costs associated with the Mourning Dove Lane reconstruction detour.

Change Order Number	Approved	Cost This CO	Total COs
07	2/11/2011	56,647.61	230,921.78

2E: Differing Site Conditions. Miscellaneous differences in site conditions (unforeseeable). This change order provides payment to reimburse the Contractor for costs associated with addressing unanticipated soil conditions in Parcel 1. The work items included construction of a French drain, over-excavating the area and replacing the upper layer of high plasticity materials with low plasticity materials directly under the pavement section, and pumping water from the over-excavation of saturated clays until the French drain was in service.

Change Order Number	Approved	Cost This CO	Total COs
08	2/11/2011	2,061.71	232,983.49

1A: Design Error or Omission. Incorrect PS&E. This change order provides payment to reimburse the Contractor for costs associated with constructing Water Quality Pond No. 3. The pond was originally excavated using 100% submittal construction plans. After the pond was excavated, it was determined the plans had not been updated with revised offsets to allow for the HazMat Trap linear trench that was added.

Change Order Number	Approved	Cost This CO	Total COs
09	2/11/2011	5,063.90	238,047.39

2J: Differing Site Conditions (unforeseeable). Other. This change order provides payment to reimburse the Contractor for costs associated with the removal and repair of Metal Beam Guard Fence at the southeast corner of the existing South San Gabriel River bridge, which was damaged by a errant driver on August 2,

Change Order Number	Approved	Cost This CO	Total COs
10	2/11/2011	-10,227.50	227,819.89

3H: County Convenience. Cost savings discovered during construction. The originally designed pavement sections for driveways required 2 inches of Stone Matrix Asphalt (SMA) as a surface layer. It was determined that Type C Hot Mix Asphalt Concrete could be substituted at a cost savings, while providing a more typical pavement section for the driveways.

Change Order Number	Approved	Cost This CO	Total COs
11	2/11/2011	13,768.16	241,588.05

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable) (Item 9). The original bore for the 30 inch encasement pipe for Waterline C had to be abandoned under CR 263 due to relocation of Waterline C 19 LF to the east to avoid the new construction crossing underneath the existing live waterline near the Mourning Dove intersection. Relocation of the CR 263 encasement would be safer and more cost efficient as it is a straight linear segment, and does not require additional fittings or hand excavation under the existing waterline.

Change Order Number	Approved	Cost This CO	Total COs
12	2/11/2011	235,322.81	476,910.86

1A: Design Error or Omission; Incorrect PS&E. This change order compensates the Contractor for the work associated with the placement of hot mix asphalt concrete and embankment for temporary pavement on the project. The contract documents have no provisions for payment of construction of the required temporary pavement. These are plan items that were inadvertently omitted from the bid quantities by the design engineer, not additional work added after construction commenced.

Change Order Number	Approved	Cost This CO	Total COs
13	3/8/2011	15,366.89	492,277.75

3F: County Convenience. Additional work desired by the County. To improve northbound traffic flow, a left turn bay will be added to the Signal Hill Northbound Detour. The addition of the left turn bay will be accomplished by revising striping to shift the two northbound lanes to the east. The change order cost includes all items to place the striping back to its original configuration at the time the detour is removed.

Change Order Number	Approved	Cost This CO	Total COs
14	4/8/2011	1,824.60	494,102.35

4B: Third Party Accommodation. Third Party requested work. This change order is to compensate the Contractor for placing a six inch thick cap over an existing 18" waterline in the west ditch line. The cap is required by CTSUD, where they have determined the new ditch lines do not provide the 36 inches of cover they require and will allow the 18" waterline to remain in place without being lowered.

Change Order Number	Approved	Cost This CO	Total COs
15	4/8/2011	19,950.00	514,052.35

3I: County Convenience. Implementation of improved technology or better process. This change order will compensate the Contractor for installing soil retention blankets to further strengthen and supplement the erosion control measures on the project. The original contract SW3P plans did not include the use of soil retention blankets.

Change Order Number	Approved	Cost This CO	Total COs
16	5/5/2011	8,337.84	522,390.19

1A: Design Error or Omission. Incorrect PS&E. This change order will compensate the Contractor to salvage, install and remove box culverts at the south end of the new double 24” RCP cross culvert under the new Mourning Dove Lane crossover, including replacing the pavement temporarily to maintain access.

Change Order Number	Approved	Cost This CO	Total COs
17	5/13/2011	28,718.48	551,108.67

2G: Differing Site Conditions (unforeseeable). Unadjusted utility (unforeseeable). This change order compensates the Contractor for repairing, lowering and encasing a portion of a CTSUD waterline damaged during construction of Detour 1. The existing 12" waterline location and elevation was in conflict with both the flowline of the ditches for the Detour and the subgrade under the Detour 1 pavement.

Change Order Number	Approved	Cost This CO	Total COs
18	5/24/2011	1,384.23	552,492.90

1B: Design Error or Omission. Other. This change order is to compensate the Contractor by lump sum for the reconstruction of the American Dream RV driveway on Crider Lane, which was inadvertently left out of the design plans.

Change Order Number	Approved	Cost This CO	Total COs
19	5/24/2011	17,868.14	570,361.04

2G: Differing Site Conditions (unforeseeable). Unadjusted utility (unforeseeable). Detour 1 was widened to four lanes and traffic was switched to two-way in order to avoid conflicts with AT&T. 2C: Differing Site Conditions (unforeseeable). New development (conditions changing after PS&E completed). This change order it to compensate the Contractor for detour changes associated with River Run, Detour 2, Signal Hill, and Detour 1. Changes included the reduction of pavement thickness, the lengthening of the RCP, and the addition of modified MBGF and box culverts.

Change Order Number	Approved	Cost This CO	Total COs
20	5/24/2011	18,810.49	589,171.53

2C: Differing Site Conditions (unforeseeable). New development (conditions changing after PS&E completed). This change order is to compensate the Contractor for additional temporary signs and traffic control devices necessary for added Traffic Control Plan Phase 2, Steps 4 and 5.

Change Order Number	Approved	Cost This CO	Total COs
21	5/25/2011	36,654.00	625,825.53

2G: Differing Site Conditions (unforeseeable). Unadjusted utility (unforeseeable). This change order is to compensate the Contractor for relocating the existing CTSUD 18-inch Waterline between Structures 4 and 5 that was found to be in conflict with the drainage ditchline.

Change Order Number	Approved	Cost This CO	Total COs
22	5/26/2011	34,265.85	660,091.38

4B: Third Party Accommodation. Third Party requested work. This change order provides payment to the Contractor for work and materials needed to remove the existing illumination and to install the revised illumination. CTRMA requested changes to the illumination plans for the intersection of US 183 and South Gabriel Drive/Green Valley Drive.

Change Order Number	Approved	Cost This CO	Total COs
23	5/24/2011	11,264.05	671,355.43

2G: Differing Site Conditions (unforeseeable). Unadjusted utility (unforeseeable). This change order is to compensate the Contractor for pavement striping related work items due to delays in utility adjustments and unknown utility conflicts which necessitated revisions to the Traffic Control Plans, including the installation of work zone, water based, non-removable striping, arrows, words, and yield triangles. Also included is the addition of removable arrows and words markings.

Change Order Number	Approved	Cost This CO	Total COs
24	6/24/2011	15,057.00	686,412.43

1A: Design Error or Omission. Incorrect PS&E This change order provides payment to the Contractor for work to add an encasement pipe to Waterline D under the entrance to First Texas Bank and to relocate the water service. These items were inadvertently left out of the original design plans.

Change Order Number	Approved	Cost This CO	Total COs
25	8/19/2011	17,325.00	703,737.43

2G: Differing Site Conditions. Unadjusted utility (unforeseeable). This Change Order compensates the Contractor for the construction of Waterline I, which was not included in the original project plans. Waterline I is a portion of the existing 18-inch CTSUD waterline found to be in conflict with the drainage ditch grades in front of Water Quality Pond No. 3.

Change Order Number	Approved	Cost This CO	Total COs
26	8/19/2011	2,542.57	706,280.00

1A: Design Error or Omission. Incorrect PS&E. This Change Order compensates the Contractor for additional excavation necessary for the construction of Retaining Wall C due to changes to the original design plans. The final design plan for Retaining Wall C (revised Plan Sheet 310) was issued after the construction contract had been awarded.

Change Order Number	Approved	Cost This CO	Total COs
27	8/19/2011	3,721.69	710,001.69

2G.Differing site conditions. Unadjusted Utility, (unforseeable) This change order is compensate the contractor for work to install a 12" water line valve to an water line that was in conflict with the project grading. This allowed the owner to abandon the water line in conflict so the contractor could remove it. The owner provided the 12" valve, but additional items were required. This change order provides a lump sum for the labor, equipment and material required.

Change Order Number	Approved	Cost This CO	Total COs
28	8/19/2011	864.69	710,866.38

2I: Differing Site Conditions (unforseeable). Additional Safety Concerns (unforseeable). This change order is to compensate the contractor for work associated with the removal, and replacement of a crash cushion that was damaged by a vehicle on or about 12-16-10. A police report is available for the accident.

Change Order Number	Approved	Cost This CO	Total COs
29	8/19/2011	9,664.52	720,530.90

2I: Differing Site Conditions (unforseeable). Additional Safety Needs (unforseeable). This change order is to compensate the contractor for work associated with removing and rebuilding a crash cushion that was damaged by an unknown vehicle on or about 12-4-10.

Change Order Number	Approved	Cost This CO	Total COs
30	8/19/2011	1,693.92	722,224.82

2I: Differing Site Conditions (unforseeable). Additional safety needs (unforeseeable). This change order is to compensate the contractor for work associated with the removal, and rebuild of a crash cushion that was damaged by a vehicle on or about 9-24-10. A police report is available for the accident.

Adjusted Price = $15,399,952.66

CR 214 Phase 2A (Rolling Hills to San Gabriel Ranch Road)
Project No. 09WC723

Original Contract Price = $1,183,999.03

Letting	Award	Notice To Proceed	Begin Work	Substantially Complete	Work Accepted		Total Bid Days	Days Added	Total Days
9/30/2009	10/13/2009	12/8/2009	12/8/2009	1/7/2011			227	0	227

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	11/1/2009	11/30/2009	0	$2,126.46	$2,126.46	$236.27	$236.27	0	0
2	12/1/2009	12/31/2009	0	$10,980.83	$13,107.29	$1,220.10	$1,456.37	1	0
3	1/1/2010	1/31/2010	0	$36,651.83	$49,759.12	$4,072.42	$5,528.79	5	0
4	2/1/2010	2/28/2010	0	$86,671.56	$136,430.68	$9,630.17	$15,158.96	13	0
5	3/1/2010	3/31/2010	0	$96,350.11	$232,780.79	$10,705.57	$25,864.53	22	0
6	4/1/2010	4/30/2010	0	$88,166.92	$320,947.71	$9,796.33	$35,660.86	31	0
7	5/1/2010	5/31/2010	0	$97,359.40	$418,307.11	$10,817.71	$46,478.57	34	0
8	6/1/2010	7/31/2010	37	$121,881.81	$540,188.92	$13,542.42	$60,020.99	46	16
9	8/1/2010	8/31/2010	31	$87,795.45	$627,984.37	$9,755.05	$69,776.04	54	30
10	9/1/2010	9/30/2010	30	$90,230.70	$718,215.07	$10,025.63	$79,801.67	56	43
11	10/1/2010	10/31/2010	31	$99,855.94	$818,071.01	$11,095.11	$90,896.78	63	57
12	11/1/2010	11/30/2010	30	$92,871.10	$910,942.11	$10,319.01	$101,215.79	70	70
13	12/1/2010	12/31/2010	31	$240,285.91	$1,151,228.02	-$40,624.84	$60,590.95	89	84
14	1/1/2011	4/30/2011	0	$62,865.30	$1,214,093.32	$3,308.70	$63,899.65	94	84
15	5/1/2011	7/25/2011	0	$38,366.44	$1,252,459.76	-$38,339.25	$25,560.40	97	84

9/2/2011 Comments - Substantial Completion has been issued and the Ribbon Cutting Ceremony was held on 1/28/2011. All punchlist items are complete except grass growth. Due to ongoing drought conditions, the County will accept additional stabilization measures and existing vegetation in lieu of full vegetation establishment. The County will be responsible for final vegetation establishment. The Balancing Change Order is being processed.

Change Order Number	Approved	Cost This CO	Total COs
01	2/16/2010	-16,500.00	-16,500.00

5E: Contractor Convenience. Other. 3H: County Convenience. Cost savings opportunity discovered during construction. The Contractor requested to use temporary sediment control fence instead of biodegradable erosion control logs in various locations on the Project. Due to the significant savings, the County

Change Order Number	Approved	Cost This CO	Total COs
02	5/17/2010	31,143.71	14,643.71

3: County Convenience. 3M: Other. 3E: Reduction of future maintenance. The waterline relocation quantities are being increased to move the existing waterline from under the proposed pavement.

Change Order Number	Approved	Cost This CO	Total COs
03	6/15/2010	18,762.45	33,406.16

2J: Differing Site Conditions (unforeseeable). Other. This change order accounts for costs associated with the loading and hauling of 18 to 24-inch County-provided rock to the project site. The material was required to stabilize areas that were unsuitable for construction under the proposed roadway and multiple

Change Order Number	Approved	Cost This CO	Total COs
04	1/1/2011	16,229.10	49,635.26

1B: Design Error or Omission. Other. The original plans did not provide adequate quantities for the specified mow strips. The necessary additional quantities are included in this Change Order and match the mow strip quantities installed per plan by the Contractor.

Change Order Number	Approved	Cost This CO	Total COs
05	4/27/2011	49,944.91	99,580.17

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable) (Item 9). Contractor over excavated at landfill site after County forces removed the landfill material. The contractor then placed a clay liner, additional topsoil, and soil retention blankets for closure according the TCEQ requirements. 2J: Differing Site Conditions (unforeseeable). Other. Concrete riprap was placed in lieu of topsoil, soil retention blankets and seeding along the backslope to prevent erosion at the cemetery on the east side of the roadway. A portion of an existing concrete driveway was also removed and replaced since it was in conflict with the proposed edge of pavement at the south tie-in of the project. 2I: Differing Site Conditions (unforeseeable). Additional safety needs (unforeseeable). Additional traffic control devices were needed for the traffic switch due to field conditions.

Change Order Number	Approved	Cost This CO	Total COs
06	6/3/2011	8,712.12	108,292.29

6B: Untimely ROW/Utilities. Right-of-Way not clear (County responsibility for ROW). A driveway built by the contractor according to the Real Estate Agreement was not included in the original plans since the plans were completed before all of the ROW was purchased. 4B: Third Party Accommodation. Third party requested work. A driveway off of CR 214 was requested by a property owner in order for them to have access the back of their property. Wilco agreed to have the contractor build the driveway per the property owner's request. 2I: Differing Site Conditions. Additional safety needs (unforeseeable): Additional striping and buttons were added to the project. The stop bars were lengthened at Rolling Hills and at the intersection of CR 214 at San Gabriel Ranch Rd. The Contractor also installed additional buttons and 4-in yellow stripes in the gore area at the north end of the project on San Gabriel Ranch Rd.

Adjusted Price = $1,292,291.32

US 183 at FM 3405 Intersection Improvements
Project No. 10WC805

Original Contract Price = $379,185.10

Letting	Award	Notice To Proceed	Begin Work	Substantially Complete	Work Accepted		Total Bid Days	Days Added	Total Days
11/19/2009	12/1/2009	3/1/2010	3/11/2010	5/25/2010			90	0	90

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	3/1/2010	3/31/2010	21	$70,319.79	$70,319.79	$7,813.31	$7,813.31	20	23
2	4/1/2010	6/15/2010	55	$298,405.71	$368,725.50	-$288.30	$7,525.01	94	84
3	6/15/2011	7/15/2011	0	$22,971.27	$391,696.77	$468.80	$7,993.81	98	84
4	7/1/2011	8/31/2011	0	$8,910.31	$400,607.08	-$7,993.81	$0.00	100	84

9/2/2011 Comments - Final Completion was issued on 4/8/2010. Final lien waivers, maintenance bond, and approved as-builts have been received from the Contractor. The Balancing Change Order has been executed and the Final Pay Application is being processed.

Change Order Number	Approved	Cost This CO	Total COs
01	7/15/2010	6,698.85	6,698.85

2E: Differing Site Conditions. Miscellaneous difference in site conditions (unforeseeable) (Item 9). This change order provides payment for additional work by the Contractor to mill existing patches on US 183 because the elevations of the patches were higher than the proposed finished roadway grades.

Change Order Number	Approved	Cost This CO	Total COs
02	5/20/2011	10,033.33	16,732.18

2F: Differing Site Conditions (unforeseeable). Site conditions altered by an act of nature. This changes order provides payment to the Contractor to regrade, reseed, and reinstall the erosion control devices on the project due to a heavy rain event in September 2010.

Change Order Number	Approved	Cost This CO	Total COs
03	5/24/2011	6,374.01	23,106.19

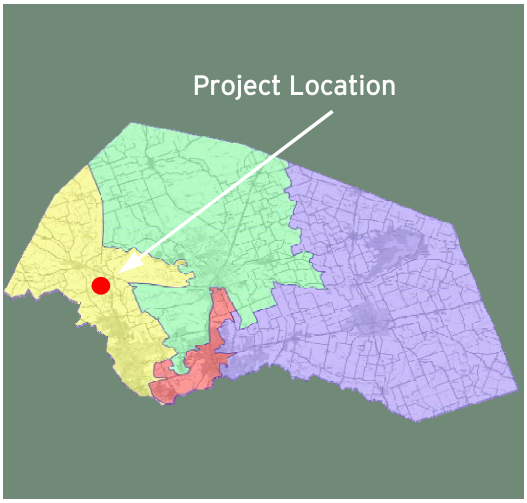
3M: County Convenience. Other. As required by Item 341, this change order adds a pay item to adjust the amount of compensation to be paid to the Contractor in proportion to the quality of the final asphalt produced and placed on the project.

Change Order Number	Approved	Cost This CO	Total COs
04	8/4/2011	-1,684.21	21,421.98

2E: Differing Site Conditions. Miscellaneous difference in site conditions (unforeseeable). Adjustment of quantities to meet field conditions.

Adjusted Price = $400,607.08





HERO WAY
(US 183 to CR 269)

Project Length: 1.3 Miles
Roadway Classification: Urban Collector
Roadway Section: Four-Lane Roadway

Project Schedule: February 2011 - April 2012
Estimated Construction Cost: $4.2 Million



AUGUST 2011 IN REVIEW

08/05/2011: DNT continues to backfill the interior bridge walls and is grading the upstream slopes along the edges of Brushy Creek. The contractor excavated around the existing manhole that has to be raised to finished grade.

08/12/2011: DNT is backfilling the inlet on the east side of Brushy Creek. The contractor formed and poured the leveling pad for Wall 2. DNT excavated and installed 28 LF of 42-inch RCP on Storm Sewer Line B. Subcontractor Greater Austin is preparing for the construction of the splitter box for Pond A.

08/19/2011: Greater Austin formed and poured the floor for the splitter boxes in both Pond A and Pond B. The subcontractor is tying steel and setting forms for the splitter box walls.

08/26/2011: Greater Austin has formed and poured the walls for the Pond A splitter box and continues to form the walls for the Pond B splitter box.

09/02/2011: Greater Austin removed the forms on the Pond A splitter box. The subcontractor formed and poured the floor for the cast-in-place junction box that connects Storm Sewer Line A to the splitter box in Pond A.



Design Engineer: Pape-Dawson
Contractor: DNT Construction
Construction Observation:
Steven Shull, HNTB Corporation
Kenneth Marek, Williamson County

Williamson County
Road Bond Program

HNTB

PRIME STRATEGIES, INC.

Hero Way (US 183 to CR 269)
Project No. 10WC823

Original Contract Price = $4,232,522.80

Letting	Award	Notice To Proceed	Begin Work	Anticipated Work Complete	Work Accepted		Total Bid Days	Days Added	Total Days
9/28/2010	12/15/2011		2/3/2011	Spring 2012			365	0	365

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	2/1/2011	2/28/2011	0	$188,841.24	$188,841.24	$20,982.36	$20,982.36	5	0
2	3/1/2011	3/31/2011	0	$184,032.05	$372,873.29	$20,448.01	$41,430.37	10	0
3	4/1/2011	4/30/2011	0	$152,816.07	$525,689.36	$16,979.56	$58,409.93	14	0
4	5/1/2011	5/31/2011	0	$174,343.03	$700,032.39	$19,371.45	$77,781.38	19	0
5	6/1/2011	6/30/2011	0	$409,176.00	$1,109,208.39	$45,464.00	$123,245.38	29	0
6	7/1/2011	7/31/2011	0	$60,186.25	$1,169,394.64	$6,687.36	$129,932.74	31	0
7	8/1/2011	8/31/2011	0	$132,146.49	$1,301,541.13	$14,682.94	$144,615.68	34	0

Change Order Number	Approved	Cost This CO	Total COs
01	4/26/2011	10,399.12	10,399.12

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable) (Item 9). This change order provides payment to the Contractor for installing woven wire fencing instead of barbed wire fencing due to the type of adjacent livestock. The Contractor will also install additional fencing for the Temporary Grading Easement and three water gaps across Brushy Creek to prevent the livestock from accessing the ROW during construction. 1A: Design Error or Omission. Incorrect PS&E. The contract quantity for Temporary Sediment Control Fence is being increased to match the quantity shown on the SW3P plans.

Change Order Number	Approved	Cost This CO	Total COs
02	7/26/2011	-94,751.66	-84,352.54

1A: Design Error or Omission. Incorrect PS&E. This change order revises the contract quantities to utilize a flexible pavement section at the CR 269 tie-in, in lieu of the concrete pavement section quantified in the plans. This change order also corrects a quantity error in the Ty A hot mix, providing a significant cost savings to the County.

Change Order Number	Approved	Cost This CO	Total COs
03	8/2/2011	16,661.05	-67,691.49

1A: Design Error or Omission. Incorrect PS&E. This Change Order corrects the contract quantity of rip rap to match the designed quantity on the plans and summary sheet. 3H: County Convenience. Cost savings opportunity discovered during construction. The standard for curb inlets was changed from the specified TxDOT San Antonio District Standards to the TxDOT Austin District Standards. The City of Leander concurs with the change in inlet standards.

Change Order Number	Approved	Cost This CO	Total COs
04	8/2/2011	36,278.03	-31,413.46

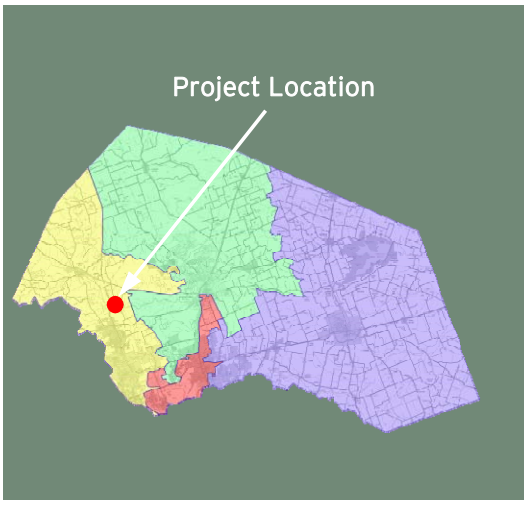
2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable) (Item 9). This Change Order provides compensation to the Contractor to expand Pond A and raise tbe pond elevation due to groundwater that was encountered during excavation to the proposed plan grade. The design of the vertical alignment of Storm Drain Line A was also adjusted. These changes have been approved by TCEQ.

Change Order Number	Approved	Cost This CO	Total COs
05	8/2/2011	550.00	-30,863.46

2G: Differing Site Conditions. Unadjusted utility (unforeseeable). This Change Order provides compensation for additional work by the Contractor to cap an existing sanitary sewer line vent pipe, which is located in the middle of the proposed roadway.

Adjusted Price = $4,201,659.34





SAN GABRIEL PARKWAY, PHASE II
(183A TO CR 270)

Project Length: 0.9 Miles
Roadway Classification: Urban Collector
Roadway Section: Two-lane roadway

Project Schedule: April 2011 - November 2011
Estimated Construction Cost: $1.2 Million



AUGUST 2011 IN REVIEW

08/05/2011: Subcontractor Roadway Specialties completed the installation of the rock berms at all three culverts. Subcontractor APAC placed the Ty B hot mix asphalt on the entire project. Ranger is grading the subgrade outside of the edge of roadway for topsoil placement.

08/12/2011: No work performed this week.

08/19/2011: Ranger graded the outside slopes for topsoil.

08/26/2011: No work performed this week.

09/02/2011: Subcontractor Chasco was on-site performing curb repair work. Ranger is scheduled to be back on-site 9/6/11 to continue shaping the slopes and ditches for topsoil.



Design Engineer: Malone/Wheeler
Contractor: Ranger Excavating
Construction Inspection:
Kenneth Marek, Williamson County

Williamson County
Road Bond Program

HNTB

PRIME STRATEGIES, INC.

San Gabriel Parkway, Phase II (183A to CR 270)
Project No. 11WC903

Original Contract Price = $1,182,680.88

Letting	Award	Notice To Proceed	Begin Work	Anticipated Work Complete	Work Accepted		Total Bid Days	Days Added	Total Days
12/8/2010	2/1/2011	4/19/2011	4/21/2011	11/26/2011			220	0	220

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	4/1/2011	4/30/2011	3	$152,687.25	$152,687.25	$16,965.25	$16,965.25	14	1
2	5/1/2011	5/31/2011	31	$268,738.47	$421,425.72	$29,859.83	$46,825.08	40	15
3	6/1/2011	6/30/2011	30	$61,597.80	$483,023.52	$6,844.20	$53,669.28	45	29
4	7/1/2011	7/31/2011	31	$272,182.59	$755,206.11	-$13,921.59	$39,747.69	67	43
5	8/1/2011	8/31/2011	31	$173,091.62	$928,297.73	$9,110.09	$48,857.78	83	57

Change Order Number	Approved	Cost This CO	Total COs
01	5/24/2011	0.00	0.00

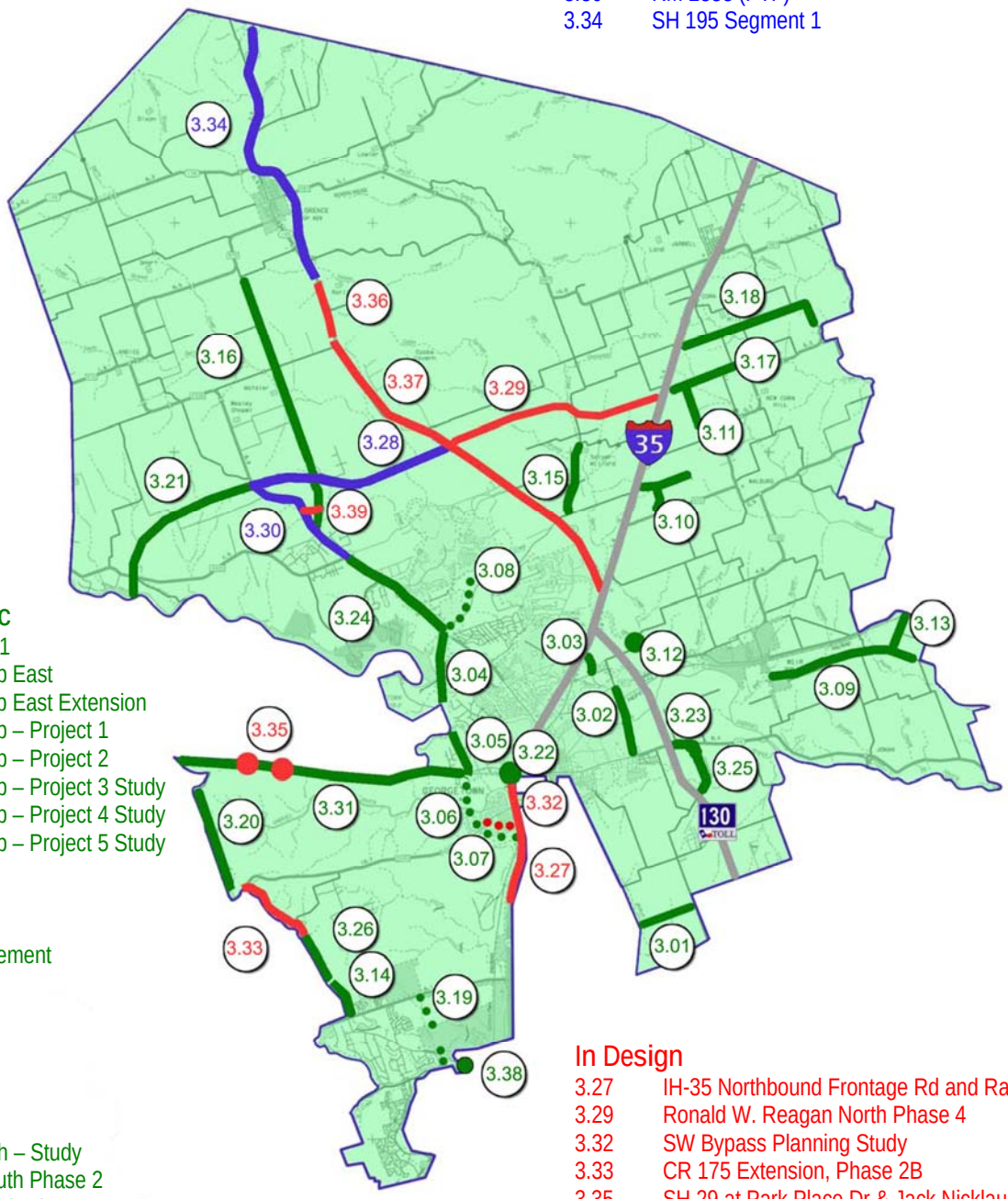
5B: Contractor Convenience. Contractor requested change in the sequence and/or method of work. This change order allows a substitution from density controlled embankment to ordinary compaction embankment with no additional cost to the County. Due to inconsistent material types on the project, the contractor is experiencing difficulty obtaining passing density tests.

Adjusted Price = $1,182,680.88

PRECINCT 3
COMMISSIONER COVEY

Under Construction / Bidding

3.28 Ronald W. Reagan North Phase 3
3.30 RM 2338 (PTF)
3.34 SH 195 Segment 1



Completed/Open to Traffic

3.01 Chandler Rd. – Phase 1
3.02 Georgetown Inner Loop East
3.03 Georgetown Inner Loop East Extension
3.04 Georgetown Inner Loop – Project 1
3.05 Georgetown Inner Loop – Project 2
3.06 Georgetown Inner Loop – Project 3 Study
3.07 Georgetown Inner Loop – Project 4 Study
3.08 Georgetown Inner Loop – Project 5 Study
3.09 CR 124
3.10 CR 142
3.11 CR 145
3.12 CR 152 Bridge Replacement
3.13 CR 157
3.14 CR 175
3.15 CR 234
3.16 CR 245
3.17 CR 311
3.18 CR 314
3.19 Wyoming Springs North – Study
3.20 Ronald W. Reagan South Phase 2
3.21 Ronald W. Reagan North Phase 2
3.22 IH-35 @ SH 29 Turnarounds (PTF)
3.23 SH 29/CR 104 – Phase 1
3.24 Williams Drive (RM 2338)
3.25 CR 104 – Phase 2
3.26 CR 175 Extension Phase 2A
3.31 SH 29 Improvements Study & Schematic
3.38 CR 174 (Hairy Man Rd) Bridge Rail Rehab

In Design

3.27 IH-35 Northbound Frontage Rd and Ramps
3.29 Ronald W. Reagan North Phase 4
3.32 SW Bypass Planning Study
3.33 CR 175 Extension, Phase 2B
3.35 SH 29 at Park Place Dr & Jack Nicklaus Blvd
3.36 SH 195 Segment 2
3.37 SH 195 Segments 3 & 4
3.39 CR 245 Realignment

Williams Drive (DB Wood Rd to FM 3405)
Project No. 09WC706 Original Contract Price = $11,464,068.41

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion Due	Work Accepted		Total Bid Days	Days Added	Total Days
12/17/2008	1/20/2009	3/2/2009	3/16/2009	2/28/2011			570	133	703

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	% ($) Used	% Time Used
1	3/1/2009	3/31/2009	16	$409,766.45	$409,766.45	3	2
2	4/1/2009	4/30/2009	30	$275,352.93	$685,119.38	5	7
3	5/1/2009	5/31/2009	30	$780,300.96	$1,465,420.34	11	11
4	6/1/2009	6/30/2009	30	$409,988.45	$1,875,408.79	13	15
5	7/1/2009	7/31/2009	30	$439,814.28	$2,315,223.07	16	19
6	8/1/2009	8/31/2009	31	$748,866.19	$3,064,089.26	20	24
7	9/1/2009	9/30/2009	30	$1,044,554.30	$4,108,643.56	27	28
8	10/1/2009	10/31/2009	31	$560,440.65	$4,669,084.21	36	32
9	11/1/2009	11/30/2009	28	$489,651.00	$5,158,735.21	41	36
10	12/1/2009	12/31/2009	30	$347,909.60	$5,506,644.81	45	41
11	1/1/2010	1/31/2010	30	$236,560.28	$5,743,205.09	48	45
12	2/1/2010	2/28/2010	28	$255,322.06	$5,998,527.15	50	49
13	3/1/2010	3/31/2010	31	$258,010.86	$6,256,538.01	54	53
14	4/1/2010	4/30/2010	30	$212,301.25	$6,468,839.26	56	58
15	5/1/2010	5/31/2010	30	$417,038.91	$6,885,878.17	58	62
16	6/1/2010	6/30/2010	30	$528,804.07	$7,414,682.24	61	66
17	7/1/2010	7/31/2010	30	$252,045.70	$7,666,727.94	63	70
18	8/1/2010	8/31/2010	31	$849,838.78	$8,516,566.72	70	75
19	9/1/2010	9/30/2010	29	$726,706.61	$9,243,273.33	69	79
20	10/1/2010	10/31/2010	31	$974,180.24	$10,217,453.57	76	83
21	11/1/2010	11/30/2010	29	$1,146,780.24	$11,364,233.81	84	87
22	12/1/2010	12/31/2010	30	$786,049.59	$12,150,283.40	90	92
23	1/1/2011	1/31/2011	30	$297,612.45	$12,447,895.85	92	96
24	2/1/2011	2/28/2011	28	$245,840.70	$12,693,736.55	94	100
25	3/1/2011	3/31/2011	0	$172,843.13	$12,866,579.68	96	100
26	4/1/2011	4/30/2011	0	$152,128.70	$13,018,708.38	97	100
27	6/1/2011	6/30/2011	0	$94,473.54	$13,113,181.92	97	100
28	7/1/2011	7/31/2011	0	$33,774.00	$13,146,955.92	98	100

9/2/2011 Comments - JC Evans has completed most of the punchlist items. The GEC is coordinating with the City of Georgetown to schedule a walkthrough and obtain the City's final punchlist.

Change Order Number	Approved	Cost This CO	Total COs
01	6/9/2009	-22,295.80	-22,295.80

3H: County Convenience. Cost savings opportunity discovered during construction. This change order adds Item 351, Flexible Pavement Structure Repair (4") to the contract, which will be in lieu of the original Item 351, Flexible Structure Repair (10"). The pavement condition of Williams Drive does not warrant the 10" repair and can be accomplished with a 4" repair.

Change Order Number	Approved	Cost This CO	Total COs
02	9/15/2009	818,430.82	796,135.02

4B: Third Party Accommodation. Third party requested work. This change order upgrades the proposed Chisholm Trail Special Utility District (CTSUD) waterline (Segments A and C) from an 18" waterline to a 24" waterline. This will be funded in full by CTSUD. Thirty-three (33) days were added to the Contract schedule.

Change Order Number	Approved	Cost This CO	Total COs
03	10/27/2009	6,018.38	802,153.40

4B: Third Party Accommodation. Third party requested work. 6C: Untimely ROW/Utilities. Utilities not clear. This change order pays the Contractor for various items of extra work necessary to install the Chisholm Trail Special Utility District (CTSUD) waterline and for one day of idle equipment due to a request by CTSUD not to work on in the vicinity of their waterline.

Change Order Number	Approved	Cost This CO	Total COs
04	3/9/2010	-243,410.00	558,743.40

3H: County Convenience. Cost savings opportunity discovered during construction. This change order documents the revisions to the pay quantities due to a change in the method of installation of the waterline encasement pipe and adjustment of quantities to meet field conditions. Encasement pipe installation was changed from a bore to an open cut at various locations.

Change Order Number	Approved	Cost This CO	Total COs
05	3/4/2010	6,191.26	564,934.66

6C: Untimely ROW/Utilities. Utilities Not Clear. This Change Order sets up a force account item for Contractor payment. Verizon telephone conduits were in conflict with CTSUD Waterline D. Lowering the profile of waterline D was the solution. This extra work was due to additional excavation required.

Change Order Number	Approved	Cost This CO	Total COs
06	3/9/2010	126,046.65	690,981.31

2C: Differing Site Conditions (unforeseeable). New development (conditions changing after PS&E completed). 3F: County Convenience. Additional work desired by the County. 1A: Design Error or Omission. Incorrect PS&E. This change order documents changes to the driveway pay items, adds a pay item for Concrete Driveways, adds culvert pipe bypasses at electrical poles and telephone manholes and changes the slope on pipe culverts that are parallel to the roadway from 3:1 to 6:1.

Change Order Number	Approved	Cost This CO	Total COs
07	3/23/2010	18,759.00	709,740.31

4B: Third Party Accommodation. Third party requested work. This change order adds a 24" gate valve to the project at the request of Chisholm Trail Special Utility District on Waterline D at Sta. 8+20.

Change Order Number	Approved	Cost This CO	Total COs
08	3/23/2010	6,427.15	716,167.46

2: Differing Site Conditions. 2D: Environmental remediation 2G: Unadjusted utility (unforeseeable). This change order adds items to pay for work necessary to clear existing features for installation of the CTSUD 24" Waterline C. The waterline installation encountered an unknown geological feature at Sta. 559+00 Right, and an abandoned City wastewater manhole and City waterline vault near Sta. 601+00 at Woodlake Drive.

Change Order Number	Approved	Cost This CO	Total COs
09	3/23/2010	2,307.03	718,474.49

6C: Untimely ROW/Utilities. Utilities not clear. This change order adds a pay item for backfilling holes in the new roadway alignment (in the future shoulder) that were left behind when the telephone poles were removed.

Change Order Number	Approved	Cost This CO	Total COs
10	7/1/2010	8,051.71	726,526.20

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable). This change order compensates the Contractor for additional work to excavate and backfill an existing trench that is in conflict with the proposed 24" waterline assignment of Waterline C from Sta. 92+00 to 96+00. CTSUD has approved and agreed to pay for this work.

Change Order Number	Approved	Cost This CO	Total COs
11	8/18/2010	9,165.00	735,691.20

2C: Differing Site Conditions (unforeseeable). New development (conditions changing after PS&E completed). and 3L. County Convenience. Revising safety work/measures desired by the County. This change order adds the removal of existing concrete valley gutters at the intersections of: (1) Williams Drive and Woodlake Drive and (2) Williams Drive and Wildwood Drive.

Change Order Number	Approved	Cost This CO	Total COs
12	9/13/2010	24,846.25	760,537.45

4B. Third Party Accommodation. Third party requested work. The change order establishes a force account pay item for installation of landscape pavers in the center medians of four (4) driveways at the request of the City of Georgetown. The change order also changes the construction material of the HEB and Bank of America driveways from asphalt to concrete at the request of the City of Georgetown.

Change Order Number	Approved	Cost This CO	Total COs
13	9/13/2010	24,200.00	784,737.45

3E. County Convenience. Reduction of future maintenance. This change order adds a pay item for a soil retention blanket, including the grass seed, to control erosion along the side of the roadway and to facilitate grass establishment. The amount of drill seeding is reduced by the same area of added blanket.

Change Order Number	Approved	Cost This CO	Total COs
14	9/13/2010	3,600.00	788,337.45

4B. Third Party Accommodation. Third party requested work. This change order adds a pay item to haul Portable Concrete Traffic Barrier from the project to the TxDOT storage yard located at IH 35 and Parmer instead of the yard at IH 35 and Westinghouse Road. TXDOT requested the PCTB be delivered for storage to the Parmer location after use.

Change Order Number	Approved	Cost This CO	Total COs
15	11/9/2010	676,011.22	1,464,348.67

4B: Third Party Accommodation. Third party requested work. At the request of the City of Georgetown, this change order deletes the strain pole signals and adds mast arm signal assemblies, adds a fiber optic interconnection between the signals, and adds roadway improvements at the intersection of Williams Drive and DB Wood/Shell Road to match a City improvement project on DB Wood/Shell Road. Sixty-five (65) days were added to the Contract schedule

Change Order Number	Approved	Cost This CO	Total COs
16	1/31/2011	4,500.00	1,468,848.67

3F: County Convenience. Additional work desired by the County. This change order compensates the Contractor for signal maintenance on the existing signals that remained in use during the project. 3F: County Convenience. (Related to) Additional work desired by City of Georgetown. This change order adds 35 days to the contract due to a delay in the availability of materials for the additional signals. Refers to Change Order 15.

Change Order Number	Approved	Cost This CO	Total COs
17	5/10/2011	86,291.48	1,555,140.15

3M: County Convenience. Other. This change order allows Williamson County to adjust the amount of compensation to be paid to the Contractor in proportion to the quality of the asphalt pavement produced and placed on the project.

Change Order Number	Approved	Cost This CO	Total COs
18	5/10/2011	3,638.38	1,558,778.53

3L: County Convenience. Revising safety work / measures desired by the County. This change order documents the locations on the project where the City/County Change Order Review Team approval a proposal to use Type B hot mix asphalt in lieu of flex base to increase the safety of the traveling public through the minimization of disruptions to traffic operations and long-term lane closures during the construction of the side streets.

Change Order Number	Approved	Cost This CO	Total COs
19	6/15/2011	35,863.48	1,594,642.01

2C: New development (conditions changing after PS&E were completed). This change order pays the Contractor for revisions to the project drainage and the Bank of America driveway.

Change Order Number	Approved	Cost This CO	Total COs
20	6/20/2011	61,255.50	1,655,897.51

3F: County Convenience. Additional work desired by County. 4B: Third Party Accommodation. Third party requested work. The change order adds safety illumination at the intersections of Williams Drive and FM 3405 and Williams Drive and Jim Hogg Drive. Adding safety illumination at these intersections was requested by the Texas Department of Transportation and Williamson County due to the high volume of traffic at each intersection.

Change Order Number	Approved	Cost This CO	Total COs
21	6/24/2011	77,292.75	1,733,190.26

3L: County Convenience. Revising safety work / measures desired by the County. This change order documents overruns to metal beam guard fence and concrete rip rap pay items. These items were increased to protect and stabilize steep slopes along the roadway.

Change Order Number	Approved	Cost This CO	Total COs
22	6/24/2011	168,550.30	1,901,740.56

3F: Third Party Accommodation. Additional work desired by the County. This change order documents overruns and underruns to items related to driveway, storm sewer pipe, safety end treatments and area inlets.

Change Order Number	Approved	Cost This CO	Total COs
23	6/24/2011	40,694.60	1,942,435.16

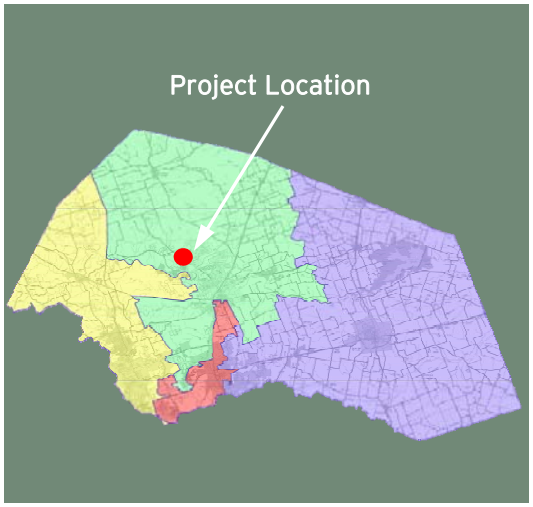
4B: Third Party Accommodation. Third Party requested work. This change order documents overruns and under runs to existing pay items for the Chisholm Trail Special Utility District and the City of Georgetown waterlines.

Change Order Number	Approved	Cost This CO	Total COs
24	6/24/2011	65,088.88	2,007,524.04

3F: County Convenience. Additional work desired by the County. 3L: Revising safety work/measures desired by the County. 4B: Third Party Accommodation. Third party requested work. This change order provides for balancing the overruns and under runs to the contract bid item quantities as a result of addressing field conditions not accounted for in the original plans. This change order documents overruns and under runs to final pay quantities on the roadway construction pay items.

Adjusted Price = $13,471,592.45





PASS THROUGH FINANCING PROJECT
RM 2338 PHASE 2

(FM 3405 to Ronald Reagan Blvd)

Project Length: 3.5 Miles
Roadway Classification: Rural Minor Arterial
Roadway Section: Four-lane w/ center two-way turn lane and shoulders

Project Schedule: June 2010 - May 2012
Estimated Construction Cost: $8.8 Million



AUGUST 2011 IN REVIEW



08/05/2011: Joe Bland is placing flex base for the remaining road widening from Reagan to west of CR 245 and is processing flex base from west of CR 245 to east of Ridgewood. The Contractor is excavating, hauling off spoils and working on subgrade from Ridgewood to Meadow along the north ROW.

08/19/2011: Joe Bland is processing flex base for the remaining road widening from Ridgewood to Meadow on the north side and from Meadow toward FM 3405 on the south side of the road. The Contractor excavated for the road widening of Reagan at RM 2338.

08/26/2011: Joe Bland is excavating to subgrade for the road widening from Meadow to FM 3405 on the east end of the project and from Reagan to the west along the south ROW. Flex base operations continue from Ridgewood to Meadow for the north side road widening. The Contractor finished flex base from Indian Springs to CR 245 in preparation for priming and paving.

09/02/2011: Joe Bland finished flex base from Reagan to CR 245 and from Meadow to FM 3405. Subcontractor Ramming Paving applied prime and began paving on completed flex base. Smith Contracting completed excavation for both detention ponds. Smith placed forms and poured the concrete footing at the Gregor Pond and installed the outfall pipe for both ponds.

Design Engineer: Steger Bizzell
Contractor: Joe Bland Construction
Construction Inspection: PBS&J

Williamson County
Pass Through Financing Program

HNTB

PRIME STRATEGIES, INC.

PASS THROUGH FINANCING: RM 2338 Phase 2 (FM 3405 to Ronald Reagan Blvd)
Project No. 09WC722A TxDOT CSJ: 2211-01-023 Original Contract Price = $8,700,198.56

Letting	Award	Notice To Proceed	Begin Work	Anticipated Work Complete	Work Accepted		Total Bid Days	Days Added	Total Days
1/13/2010	2/2/2010	5/18/2010	6/1/2010	5/6/2012			540	0	540

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	% ($) Used	% Time Used
1	3/1/2010	3/31/2010	0	$511,354.80	$511,354.80	6	0
2	4/1/2010	6/30/2010	0	$311,911.32	$823,266.12	9	0
3	7/1/2010	7/31/2010	0	$205,969.16	$1,029,235.28	12	0
4	8/1/2010	8/31/2010	0	$296,658.56	$1,325,893.84	15	0
5	9/1/2010	9/30/2010	0	$268,149.71	$1,594,043.55	18	0
6	10/1/2010	10/31/2010	0	$387,430.62	$1,981,474.17	22	0
7	11/1/2010	11/30/2010	0	$492,872.25	$2,474,346.42	28	0
8	12/1/2010	12/31/2010	0	$329,593.69	$2,803,940.11	32	0
9	1/1/2011	1/31/2011	0	$159,889.85	$2,963,829.96	34	0
10	2/1/2011	2/28/2011	0	$204,103.91	$3,167,933.87	36	0
11	3/1/2011	3/31/2011	31	$815,095.24	$3,983,029.11	45	6
12	4/1/2011	4/30/2011	30	$312,262.70	$4,295,291.81	49	11
13	5/1/2011	5/31/2011	31	$339,817.95	$4,635,109.76	53	17
14	6/1/2011	6/30/2011	30	$430,454.54	$5,065,564.30	57	23
15	7/1/2011	7/31/2011	31	$323,111.50	$5,388,675.80	61	28
16	8/1/2011	8/31/2011	31	$468,188.84	$5,856,864.64	66	34

Change Order Number	Approved	Cost This CO	Total COs
01	8/18/2010	7,115.24	7,115.24

1A: Design Error or Omission. Incorrect PS&E. This change order changes the angle of the box culvert extension of Box Culvert #2 to match the adjacent drainage area.

Change Order Number	Approved	Cost This CO	Total COs
02	9/16/2010	21,080.00	28,195.24

3F. County Convenience. Additional work desired by the County. This change order adds driveways at new locations and revises drainage items related to the driveways that have been added or changed due to right-of-way acquisition negotiations.

Change Order Number	Approved	Cost This CO	Total COs
03	4/8/2011	21,030.00	49,225.24

3F: County Convenience. Additional work desired by the County. This Change Order compensates the Contractor to provide a field office for the use of the CEI Firm for the remaining anticipated duration of the project.

Change Order Number	Approved	Cost This CO	Total COs
04	4/8/2011	5,000.00	54,225.24

3F: County Convenience. Additional work desired by the County. This Change Order establishes a force account to pay the Contractor for costs incurred for the installation of a new power service connection at RM 2338 and Ronald Reagan Blvd. required for the future illumination at that intersection.

Change Order Number	Approved	Cost This CO	Total COs
05	4/18/2011	19,684.00	73,909.24

3F: County Convenience. Additional work desired by the County. This Change Order establishes a force account to pay the Contractor for costs incurred for periodic pothole repairs of the existing RM 2338 roadway and provides additional quantities for seal coat pay items to repair large areas of the roadway.

Change Order Number	Approved	Cost This CO	Total COs
06	4/26/2011	18,067.00	91,976.24

3E: County Convenience. Reduction of Future Maintenance. This Change Order adds channel excavation downstream of Box Culvert Number 5. 3F: County Convenience. Additional work desired by the County. This Change Order adds additional erosion control blankets in areas where the roadway is in full superelevatoin in order to minimize the erosion of topsoil through additional stabilization and faster vegetative establishment.

Change Order Number	Approved	Cost This CO	Total COs
07	7/19/2011	31,951.08	123,927.32

2E: Differing Site Conditions (Unforeseeable). Miscellaneous Difference in Site Conditions. 4B: Third Party Accommodation. Third Party Requested Work. Revises contract quantities and documents revisions to the installation of the Chisholm Trail Special Utility District (CTSUD) waterlines, to accommodate actual location of existing waterlines and water meters, as well as future realignment of CR 245.

Adjusted Price = $8,824,125.88

CR 104 Phase 2 Improvements (South of SH 29 to SH 130)
Project No. 10WC812 TxDOT CSJ: 0914-05-141

Original Contract Price = $2,247,002.60

Letting	Award	Notice To Proceed	Begin Work	Anticipated Work Complete	Work Accepted	Total Bid Days	Days Added	Total Days
5/19/2010	7/29/2010	9/2/2010	9/17/2010	9/16/2011		365	0	365

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	% ($) Used	% Time Used
1	9/17/2010	9/30/2010	14	$95,914.20	$95,914.20	4	4
2	10/1/2010	10/31/2010	31	$175,088.14	$271,002.34	12	12
3	11/1/2010	11/30/2010	29	$401,951.12	$672,953.46	30	20
4	12/1/2010	12/31/2010	28	$501,134.61	$1,174,088.07	52	28
5	1/1/2011	1/31/2011	31	$121,082.45	$1,295,170.52	57	36
6	2/1/2011	2/28/2011	28	$199,360.28	$1,494,530.80	66	44
7	3/1/2011	3/31/2011	31	$259,716.11	$1,754,246.91	77	53
8	4/1/2011	4/30/2011	30	$314,268.02	$2,068,514.93	91	61
9	5/1/2011	5/31/2011	26	$78,895.63	$2,147,410.56	94	68
10	7/1/2011	7/31/2011	0	$29,374.54	$2,176,785.10	96	68

9/2/2011 Comments - A Ribbon Cutting Ceremony was held on 5/26/11 and the roadway is now open to the traveling public. Substantial Completion was requested in June, approximately three months ahead of schedule. Still waiting on a final punchlist from the City of Georgetown. Chasco has installed additional erosion control devices at their own expense in order to stabilize the project and achieve completion in lieu of waiting on vegetative establishment. Due to ongoing drought conditions, the County will be responsible for final vegetative establishment.

Change Order Number	Approved	Cost This CO	Total COs
01	2/11/2011	3,070.00	3,070.00

4B: Third Party Accommodation. Third party requested work. After the review & approval of the relocation design, Jonah Special Utility District required the 8" water line across Mankins Branch be enclosed in casing. Jonah also required that the 1" service line be completely replaced with the water meter relocation at STA 77+90.

Change Order Number	Approved	Cost This CO	Total COs
02	6/6/2011	2,003.50	5,073.50

2C: Differing Site Conditions (unforeseeable). New development (conditions changing after PS&E completed. Flex base material was substituted for lime treated subgrade in a small area due to field conditions. 2G: Differing Site Conditions (unforeseeable). Unadjusted utility (unforeseeable). An existing 1.5" Jonah waterline was found to be in conflict with the roadway structure and was required to be lowered. 1A. Design Error or Omission. Incorrect PS&E. Five trees that the plans showed to remain had to be removed due to conflicts with the bridge and waterline construction.

Change Order Number	Approved	Cost This CO	Total COs
03	7/12/2011	7,431.85	12,505.35

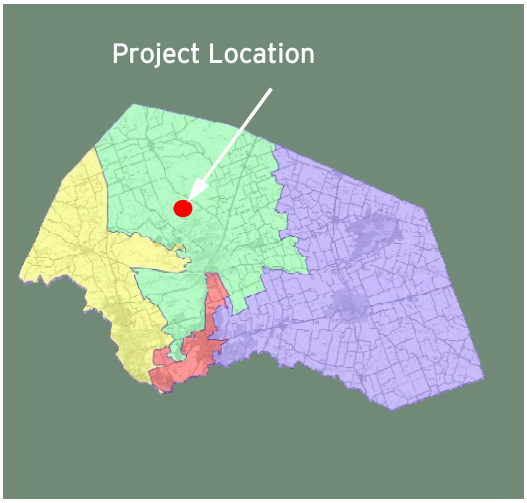
1B: Design Error or Omission. Other. The original plans did not provide details for the sidewalk construction beyond the bridge approach slabs. 4B: Third Party Accommodation. Third party requested work. TxDOT requested that one core hole per bridge bent be drilled during drilled shaft construction.

Change Order Number	Approved	Cost This CO	Total COs
04	7/26/2011	17,706.17	30,211.52

4B: Third Party Accommodation. Third party requested work. TxDOT requested that soil retention blanket be placed along the banks of Mankins Branch. 3E: County Convenience. Reduction of future maintenance. Redesign of the ditch in front of the Schroeder property, and use of 18" stone riprap in lieu of 12" stone riprap to create more stable slopes along the creeks.

Adjusted Price = $2,277,214.12





RONALD W. REAGAN BLVD. NORTH, PHASE 3
(RM 2338 TO SH 195)

Project Length: 5.25 Miles
Roadway Classification: Urban Arterial
Roadway Section: Two-lanes and shoulders
Structures: Two two-lane bridges

Project Schedule: March 2011 - Spring 2013
Estimated Construction Cost: $9.5 Million



AUGUST 2011 IN REVIEW

08/05/2011: JC Evans completed subgrade from RM 2338 to CR 245 in preparation for flex base. The Contractor installed a cross drainage structure north of Berry Creek. JC Evans continues to work on excavation and embankment from a half mile south of Berry Creek and removal of spoils north of this area. Subcontractor WW Drilling began drilled shaft foundations for the bridge columns at the Berry Creek Bridge.

08/19/2011: JC Evans installed the CTSUD waterline along CR 245 and placed utility encasement pipe for private property owners at various locations. The Contractor continues to excavate ditches north of Berry Creek to SH 195 and is placing and compacting embankment for the Berry Creek Bridge north header. JC Evans began excavating for the concrete footing for the arched culvert north of CR 245. The Contractor is setting reinforcing steel cages and forms for the bridge columns on completed foundations at the Berry Creek Bridge.

09/02/2011: JC Evans placed forms and reinforcing steel and then poured the Arched culvert concrete footing. The Contractor continues to excavate near SH 195 and placed embankment at various locations. JC Evans set forms and poured columns on Bent 2 at the Berry Creek Bridge. WW Drilling drilled and poured foundations at Abutments 1 & 6 and Bents 2 & 3 at Berry Creek.



Design Engineer: Stanley/Cobb Fendley and TBG Partners
Contractor: JC Evans Construction
Construction Observation:
Bill Wood, Huitt~Zollars

Williamson County
Road Bond Program

HNTB

PRIME STRATEGIES, INC.

Ronald Reagan Blvd. North Phase 3 (RM 2338 to SH 195)
Project No. 11WC902

Original Contract Price = $9,449,782.66

Letting	Award	Notice To Proceed	Begin Work	Anticipated Work Complete	Work Accepted		Total Bid Days	Days Added	Total Days
12/8/2010	2/16/2011	5/23/2011	3/31/2011	5/20/2013			630	0	630

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	4/1/2011	4/30/2011	0	$210,016.80	$210,016.80	$23,335.20	$23,335.20	2	0
2	5/1/2011	5/31/2011	0	$718,268.12	$928,284.92	$79,807.57	$103,142.77	11	0
3	6/1/2011	6/30/2011	28	$848,230.38	$1,776,515.30	$94,247.82	$197,390.59	21	4
4	7/1/2011	7/31/2011	31	$418,465.80	$2,194,981.10	$46,496.20	$243,886.79	26	9
5	8/1/2011	8/31/2011	31	$356,504.40	$2,551,485.50	$39,611.60	$283,498.39	30	14

Change Order Number	Approved	Cost This CO	Total COs
01	7/12/2011	32,550.00	32,550.00

4B. Third Party Accommodation. Third Party requested work. This change order provides payment for additional work by the Contractor to relocate and encase a 6" waterline that crosses Ronald Reagan near CR 245, per the request of Chisholm Trail Special Utility District (CTSUD).

Adjusted Price = $9,482,332.66

PRECINCT 4
COMMISSIONER MORRISON

Completed/Open to Traffic

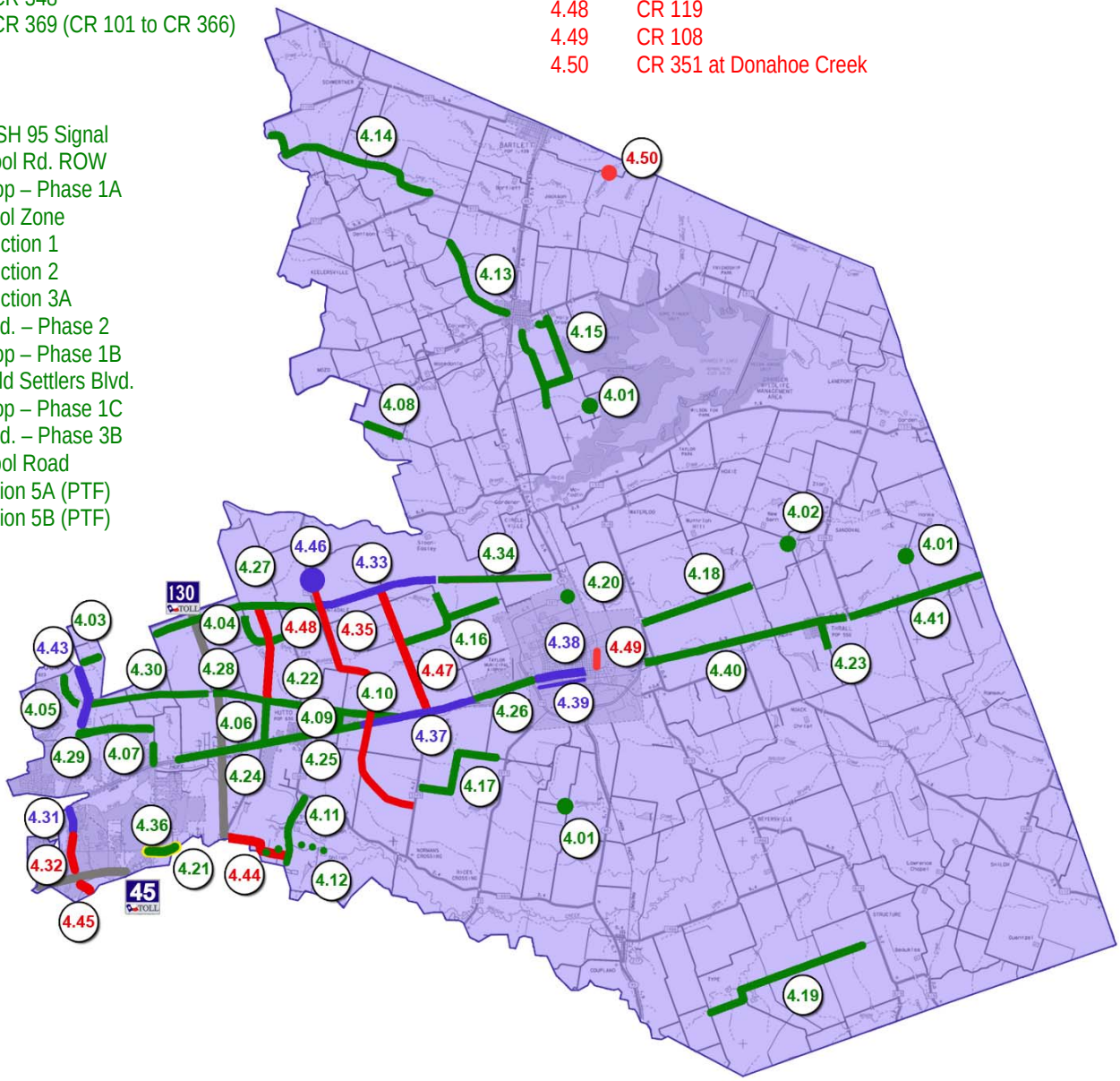
4.01 Bridge Replacements Phase 1 (CR 406, CR 390, CR 427)
4.02 Bridge Replacements Ph. 2A (CR 424)
4.03 Chandler Rd. – Phase 1
4.04 CR 100
4.05 CR 112 – Phase 1
4.06 CR 119
4.07 CR 122 at US 79
4.08 CR 124
4.09 CR 132
4.10 CR 136
4.11 CR 137
4.12 CR 138 & CR 139 Alignment Study
4.13 CR 300 & CR 301
4.14 CR 302
4.15 CR 347 & CR 348
4.16 CR 368 & CR 369 (CR 101 to CR 366)
4.17 CR 404
4.18 CR 412
4.19 CR 466
4.20 FM 397 at SH 95 Signal
4.21 Gattis School Rd. ROW
4.22 Limmer Loop – Phase 1A
4.23 Thrall School Zone
4.24 US 79 – Section 1
4.25 US 79 – Section 2
4.26 US 79 – Section 3A
4.27 Chandler Rd. – Phase 2
4.28 Limmer Loop – Phase 1B
4.29 CR 113 / Old Settlers Blvd.
4.30 Limmer Loop – Phase 1C
4.34 Chandler Rd. – Phase 3B
4.36 Gattis School Road
4.40 US 79 Section 5A (PTF)
4.41 US 79 Section 5B (PTF)

Under Construction/Bidding

4.31 Kenney Fort Boulevard – Phase 1
4.33 Chandler Rd. – Phase 3A
4.37 US 79 - Section 3 (PTF)
4.38 2nd Street Improvements
4.39 BUS 79 Drainage Improvements
4.43 FM 1460 Section 2
4.46 FM 1660 at Landfill Rd (CR 128)

In Design

4.32 Kenney Fort Boulevard – Phase 2
4.35 FM 1660 (PTF)
4.44 CR 138
4.45 CR 170
4.47 CR 101
4.48 CR 119
4.49 CR 108
4.50 CR 351 at Donahoe Creek



PASS THROUGH FINANCING: US 79, Section 5B (FM 1063 to Milam County Line)
Project No. 08WC607 TxDOT CSJ: 0204-04-042 Original Contract Price = $16,986,053.49

Letting	Award	Notice To Proceed	Begin Work	Substantially Complete	Work Accepted		Total Bid Days	Days Added	Total Days
4//16/08	4/28/2008	7/11/2008	7/23/2008	8/7/2010			499	58	557

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	% ($) Used	% Time Used
1	7/23/2008	7/31/2008	9	$57,547.25	$57,547.25	0	2
2	8/1/2008	8/31/2008	23	$1,486,551.50	$1,544,098.75	9	6
3	9/1/2008	9/30/2008	24	$321,941.62	$1,866,040.37	11	10
4	10/1/2008	10/31/2008	23	$308,687.50	$2,174,727.87	13	14
5	11/1/2008	11/30/2008	20	$473,119.00	$2,647,846.87	16	18
6	12/1/2008	12/31/2008	24	$147,566.05	$2,795,412.92	16	22
7	1/1/2009	1/31/2009	26	$502,757.37	$3,298,170.29	19	27
8	2/1/2009	2/28/2009	24	$1,005,695.63	$4,303,865.92	25	31
9	3/1/2009	3/31/2009	25	$227,189.19	$4,531,055.11	27	36
10	4/1/2009	4/30/2009	24	$349,811.28	$4,880,866.39	29	40
11	5/1/2009	5/31/2009	23	$2,262,161.67	$7,143,028.06	43	44
12	6/1/2009	6/30/2009	24	$383,195.52	$7,526,223.58	44	48
13	7/1/2009	7/31/2009	23	$230,817.15	$7,757,040.73	46	52
14	8/1/2009	8/31/2009	22	$289,357.32	$8,046,398.05	47	56
15	9/1/2009	9/30/2009	21	$691,746.05	$8,738,144.10	51	60
16	10/1/2009	10/31/2009	23	$203,663.89	$8,941,807.99	53	64
17	11/1/2009	11/30/2009	19	$106,411.20	$9,048,219.19	53	68
18	12/1/2009	12/31/2009	22	$76,843.68	$9,125,062.87	54	72
19	1/1/2010	1/31/2010	20	$323,448.24	$9,448,511.11	56	75
20	2/1/2010	2/28/2010	22	$800,246.87	$10,248,757.98	60	79
21	3/1/2010	3/31/2010	24	$1,183,033.64	$11,431,791.62	67	83
22	4/1/2010	4/30/2010	22	$1,014,648.68	$12,446,440.30	75	87
23	5/1/2010	5/31/2010	20	$190,119.03	$12,636,559.33	76	91
24	6/1/2010	6/30/2010	22	$1,257,084.37	$13,893,643.70	86	95
25	7/1/2010	7/31/2010	22	$1,406,498.61	$15,300,142.31	96	99
26	8/1/2010	8/31/2010	3	$230,786.73	$15,530,929.04	97	100
27	9/1/2010	9/30/2010	0	$40,686.85	$15,571,615.89	98	-
28	10/1/2010	10/31/2010	0	$63,281.64	$15,634,897.53	98	-
29	11/1/2010	11/30/2010	0	$82,150.46	$15,717,047.99	99	-
30	3/1/2011	3/31/2011	0	$21,455.00	$15,738,502.99	99	-
31	7/1/2011	7/31/2011	0	$9,957.77	$15,748,460.76	99	-

9/2/2011 Comments - Substantial Completion has been issued and the Ribbon Cutting Ceremony was held on 8/13/2010. JC Evans has completed the punchlist items and barricades were removed on 5/9/2011. The traffic counter was installed on 7/5/2011. The CEI firm is auditing the contract pay folder quantities to finalize the Balancing Change Order.

Change Order Number	Approved	Cost This CO	Total COs
01	01/23/09	25,000.00	25,000.00

3M: County Convenience. Other. This change order sets up a force account pay item to pay the Contractor for repairing damage to safety appurtenances on the project. 1A: Design Error or Omission. Incorrect PS&E. This change order revises Bid Item #48 from 467-2303 SET (TY II)(24 IN)(CMP)(6:1)(P) to 467-2288 SET (TY II)(24 IN)(RCP)(6:1)(P).

Change Order Number	Approved	Cost This CO	Total COs
02	6/9/2009	0.00	25,000.00

1A: Design Error or Omission. Incorrect PS&E. This change order revises Bid Item #15 from 340-2014 D-GR HMA (METH) TY-B PG70-22 to 341-2014 D-GR HMA (QC/QA) TY-B PG70-22.

Change Order Number	Approved	Cost This CO	Total COs
03	7/9/2009	22,350.00	47,350.00

1A: Design Error or Omission: Incorrect PS&E. This change order allows the Contractor to relocate an existing 8" waterline which is in conflict with proposed ditch grades, per revised cross sections. Waterline was lowered before construction based on original cross sections, which were incorrect.

Change Order Number	Approved	Cost This CO	Total COs
04	7/21/2009	55,234.06	102,584.06

3M: County Convenience. Other. This change order allows Williamson County to adjust the amount of compensation to be paid to the Contractor in proportion to the quality of the asphalt pavement produced and placed on the project.

Change Order Number	Approved	Cost This CO	Total COs
05	7/21/2009	91,768.04	194,352.10

4B: Third Party Accommodation. Third party requested work. TxDOT requested that Culvert #11 be replaced due to its current condition. 1B: Design Error or Omission. Other. Before beginning construction on Culvert #11 it was discovered that a portion of the bottom of the top slab of the three boxes was deteriorated and the box needed to be replaced rather than just extended at each end. 3E: County Convenience. Reduction of future maintenance. Rock rip rap is being added in ditches and on slopes to reduce erosion.

Change Order Number	Approved	Cost This CO	Total COs
06	9/11/2009	-386,598.20	-192,246.10

3H: County Convenience. Cost savings opportunity discovered during construction. It was determined that a large portion of the eastbound full-depth reconstruction areas could be constructed by simply overlaying the existing pavement with new asphalt. 1A: Design error or omission. Incorrect PS&E. The proposed pavement grades were designed to be lower than the existing grades in an area that called for asphalt level-up and overlay only. Therefore, the Contractor was required to revise the method of construction in this area.

Change Order Number	Approved	Cost This CO	Total COs
07	3/23/2010	18,892.33	-173,353.77

3M: County Convenience. Other. A County approved work method deleting 8" of lime treated subgrade was later rejected by TxDOT. Flexible base placed without the lime treated subgrade was removed and replaced after the subgrade was processed with lime. This change order provides payment for the extra work.

Change Order Number	Approved	Cost This CO	Total COs
08	5/3/2010	-352,437.79	-525,791.56

3H: County Convenience. Cost savings opportunity discovered during construction. A majority of the full-depth reconstruction of eastbound lanes will be eliminated and replaced with an asphalt overlay. This change results in a considerable cost savings to Williamson County.

Change Order Number	Approved	Cost This CO	Total COs
09	6/18/2010	4,600.00	-521,191.56

4B: Third Party Accommodation. Third party requested work. TxDOT requested that Culvert #11 be replaced or repaired due to its current condition. 1B: Design Error or Omission. Other. Before beginning construction on Culvert #11 it was discovered that a portion of the bottom of the top slab of the three boxes was deteriorated and the box needed to be replaced or repaired rather than just extended at each end. This change order adds fifty-five (55) additional working days and additional traffic handling costs to the contract due to revisions made to the construction of Culvert #11.

Change Order Number	Approved	Cost This CO	Total COs
10	7/1/2010	-242,271.50	-763,463.06

3H: County Convenience. Cost savings opportunity discovered during construction. This change order replaces the Stone-Matrix Asphalt (SMA) paving with a Permeable Friction Course (PFC) pavement which creates a cost savings to the project. The PFC increases visibility during wet weather by reducing the amount of water on the roadway surface.

Change Order Number	Approved	Cost This CO	Total COs
11	9/23/2010	36,608.76	-726,854.30

3F: County Convenience. Additional work desired by the county. This change order provides for the installation of a permanent traffic counter to quantify traffic on US 79 for Williamson County reimbursement in accordance with the Pass Through Financing Agreement with TxDOT.

Change Order Number	Approved	Cost This CO	Total COs
12	11/16/2010	47,643.52	-679,210.78

2J: Differing Site Conditions (unforeseeable). Other. Additional riprap was required to reduce erosion in ditches and at culverts. 3M: County Convenience. Other. Drainage slots were required to be cut in the concrete mow strips at guardrail locations so the PFC asphalt surface course can drain properly. 1B: Design Error or Omission. Other. Ditch excavation quantities on the UPRR ROW were not included in the original plan quantities.

Change Order Number	Approved	Cost This CO	Total COs
13	11/30/2010	-338,170.26	-1,017,381.04

4B: Third Party Accommodation. Third party requested work. TxDOT requested that the east end of the project be overlayed with asphalt and re-striped beyond the original project limits for the final pavement tie-in in order to conceal the detour striping. Additionally, TxDOT requested additional metal beam guard fence be added at Culvert #11 after the original planned guard fence was placed. This required removing some previously placed concrete riprap. 3M: County Convenience. Other. Reconciling final quantities on a number of items results in spending less money than originally planned to construct the project.

Change Order Number	Approved	Cost This CO	Total COs
14	7/26/2011	($20,140.00)	-1,037,521.04

3M: County Convenience. Other. This change order adjusts the amount of compensation to be paid to the Contractor in proportion to the quality of the ride of the finished roadway as measured by an inertial profiler in accordance with Contract Item 585 "Ride Quality for Pavement Surfaces".

Change Order Number	Approved	Cost This CO	Total COs
15	7/26/2011	1,022.33	-1,036,498.71

3L: County Convenience. Revising safety work/measures desired by the County. This change order provides payment to the Contractor for utilization of off-duty police officers to assist with traffic safety during major traffic switches and night work.

Adjusted Price = $15,949,554.78

PASS THROUGH FINANCING: US 79, Section 5A (East of Taylor to FM 1063)
Project No. 08WC619 TxDOT CSJ: 0204-04-040 Original Contract Price = $20,021,693.92

Letting	Award	Notice To Proceed	Begin Work	Anticipated Work Complete	Work Accepted		Total Bid Days	Days Added	Total Days
10/29/2008	11/18/2008	1/12/2009	1/27/2009	5/16/2011			593	0	593

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	% ($) Used	% Time Used
1	1/27/2009	1/31/2009	4	$1,072,701.94	$1,072,701.94	5	1
2	2/1/2009	2/28/2009	20	$1,522,944.68	$2,595,646.62	13	4
3	3/1/2009	3/31/2009	22	$788,518.66	$3,384,165.28	17	8
4	4/1/2009	4/30/2009	21	$502,872.77	$3,887,038.05	19	11
5	5/1/2009	5/31/2009	22	$757,178.89	$4,644,216.94	23	15
6	6/1/2009	6/30/2009	22	$711,613.42	$5,355,830.36	27	19
7	7/1/2009	7/31/2009	22	$635,205.99	$5,991,036.35	30	22
8	8/1/2009	8/31/2009	21	$1,677,078.01	$7,668,114.36	38	26
9	9/1/2009	9/30/2009	21	$1,431,729.03	$9,099,843.39	45	30
10	10/1/2009	10/31/2009	22	$538,454.63	$9,638,298.02	48	33
11	11/1/2009	11/30/2009	19	$1,169,970.14	$10,808,268.16	54	36
12	12/1/2009	12/31/2009	21	$535,790.54	$11,344,058.70	57	40
13	1/1/2010	1/31/2010	21	$545,272.91	$11,889,331.61	59	44
14	2/1/2010	2/28/2010	22	$390,830.34	$12,280,161.95	61	47
15	3/1/2010	3/31/2010	23	$136,256.55	$12,416,418.50	62	51
16	4/1/2010	4/30/2010	22	$716,717.16	$13,133,135.66	66	55
17	5/1/2010	5/31/2010	20	$302,046.40	$13,435,182.06	67	58
18	6/1/2010	6/30/2010	23	$1,386,857.06	$14,822,039.12	75	62
19	7/1/2010	7/31/2010	22	$470,458.44	$15,292,497.56	75	66
20	8/1/2010	8/31/2010	22	$1,300,111.42	$16,592,608.98	81	69
21	9/1/2010	9/30/2010	23	$1,232,191.75	$17,824,800.73	87	73
22	10/1/2010	10/31/2010	24	$1,888,643.93	$19,713,444.66	97	77
23	11/1/2010	11/6/2010	5	$50,237.75	$19,763,682.41	97	78
24	11/7/2010	11/30/2010	15	$395,953.41	$20,159,635.82	99	81
25	12/1/2010	12/31/2010	23	$47,818.41	$20,207,454.23	99	85
26	1/1/2011	1/31/2011	21	$28,123.91	$20,235,578.14	99	88
27	2/1/2011	2/28/2011	20	$10,650.11	$20,246,228.25	99	92
28	3/1/2011	3/31/2011	22	$7,344.88	$20,253,573.13	99	95
29	4/1/2011	4/30/2011	21	$13,246.58	$20,266,819.71	99	99
30	6/1/2011	6/30/2011	2	$59,626.94	$20,326,446.65	100	99

9/2/2011 Comments - The Ribbon Cutting Ceremony was held on 12/20/2010 and Substantial Completion was issued on 5/17/2011. Final punchlist items have been completed and the traffic counter is operational. The CEI firm is auditing the contract pay folder quantities to finalize the Balancing Change Order.

Change Order Number	Approved	Cost This CO	Total COs
01	6/9/2009	5,534.58	5,534.58

2E: Differing Site Conditions(unforeseeable). Miscellaneous difference in site conditions (unforeseeable). This change order compensates the Contractor for the additional costs associated with plugging three (3) existing hand dug water wells discovered within the ROW limits.

Change Order Number	Approved	Cost This CO	Total COs
02	7/28/2009	79,075.00	84,609.58

2G: Differing Site Conditions. Unadjusted utility (unforeseeable). This change order allows for the relocation of a waterline that was in conflict with proposed ditch grades and was also under proposed pavement in some areas.

Change Order Number	Approved	Cost This CO	Total COs
03	7/13/2009	1,546.07	86,155.65

6C: Untimely ROW/Utilities. Utilities not clear. This change order allows for the Contractor to cut, and cap as necessary, existing utility lines that currently run from the Lumpkin property onto the ROW.

Change Order Number	Approved	Cost This CO	Total COs
04	9/30/2009	-55,081.50	31,074.15

6C: Untimely ROW/Utilities. Utilities not clear. This change order allows for the Contractor to relocate an existing 8" waterline in Thrall that is in conflict with proposed storm sewer pipe. 3H: County Convenience. Cost savings opportunity discovered during construction. Due to a revised paving plan through the City of Thrall, several waterline crossings will not need to be constructed in town.

Change Order Number	Approved	Cost This CO	Total COs
05	9/30/2009	-448,146.46	-417,072.31

5B: Contractor Convenience. Contractor requested change in the sequence and/or method of work. Contractor noted it would be difficult to construct the pavement through Thrall utilizing the original traffic control plans. 3H: County Convenience. Cost savings opportunity discovered during construction. Revising the pavement design through Thrall also allowed for a revised traffic control plan which in turn reduced the overall cost to the project.

Change Order Number	Approved	Cost This CO	Total COs
06	9/30/2009	-48,155.70	-465,228.01

3H: County Convenience. Cost savings opportunity discovered during construction. Place topsoil in lieu of compost manufactured topsoil.

Change Order Number	Approved	Cost This CO	Total COs
07	10/27/2009	3,000.00	-462,228.01

3L: County Convenience. Revising safety work/measures desired by the County. Allows the Contractor to use off-duty police officers or other traffic safety measures to assist in traffic safety during traffic switches, night work, etc.

Change Order Number	Approved	Cost This CO	Total COs
08	5/3/2010	17,071.56	-445,156.45

1B: Design Error or Omission. Other. Mailbox turnout construction was omitted from the original plans. 2I: Differing Site Conditions. Additional safety needs (unforeseeable). FM 619 needed to be reconstructed an additional 100 LF beyond the original plan limits to provide safer sight distance at the intersection with US 79.

Change Order Number	Approved	Cost This CO	Total COs
09	6/23/2010	75,147.83	-370,008.62

3M: County Convenience. Other. This change order allows Williamson County to adjust the amount of compensation to be paid to the Contractor in proportion to the quality of the asphalt pavement produced and placed on the project.

Change Order Number	Approved	Cost This CO	Total COs
10	8/23/2010	6,967.32	-363,041.30

2J: Differing Site Conditions (unforeseeable). Other. Additional work required to repair a drilled shaft which was damaged by an errant driver.

Change Order Number	Approved	Cost This CO	Total COs
11	9/16/2010	54,792.33	-308,248.97

2F: Differing Site Conditions (unforeseeable). Site conditions altered by an act of nature. Adding concrete riprap to prevent erosion of ditches. 3L: County Convenience. Revising safety work/measures desired by the County. An existing overhead sign was relocated during Phase 2 construction. 1B: Design Error or Omission. Other. TxDOT requested repairs to existing culvert headwalls which were not included in the PS&E.

Change Order Number	Approved	Cost This CO	Total COs
12	11/16/2010	230,946.86	-77,302.11

1B: Design Error or Omission. Other. The original plans did not include adequate quantities for the Type B level-up asphalt. 3H: County Convenience. Cost savings opportunity discovered during construction. This change order replaces the Stone-Matrix Asphalt (SMA) pavement with a Permeable Friction Course (PFC) pavement, which creates a cost savings to the project. The PFC increases visibility during wet weather by reducing the amount of water on the roadway surface. 5B: Contractor Convenience. Contractor requested change in the sequence and/or method of work. The Contractor requested to use additional flex base in lieu of lime stabilized subgrade on certain areas of the project, which created a cost savings to the project.

Change Order Number	Approved	Cost This CO	Total COs
13	11/30/2010	18,859.72	-58,442.39

3F: County Convenience. Additional work desired by the County. This change order provides for the installation of a permanent traffic counter to quantify traffic on US 79 for Williamson County reimbursement in accordance with the Pass Through Financing Agreement with TxDOT.

Change Order Number	Approved	Cost This CO	Total COs
14	11/30/2010	23,884.52	-34,557.87

2I: Differing Site Conditions (unforeseeable). Additional safety needs. Improvements at the US 79 / FM 619 intersection at TxDOT's request to more clearly direct traffic through the intersection, including widening the pavement radius at the northeast corner, as well as, adding flexible delineator assemblies and route shield pavement markings on the westbound US 79 pavement. 1A: Design Error or Omission. Incorrect PS&E. The plans did not included a pay item for pavement markings for railroad crossings.

Change Order Number	Approved	Cost This CO	Total COs
15	11/30/2010	9,252.65	-25,305.22

4B: Third Party Accommodation. Third Party Requested Work. The plans provided no details for the final pavement tie-in beyond the original project limits, so TxDOT requested that the west end of the project be overlayed with asphalt and re-striped in order to eliminate the remnants of the detour striping. 2J: Differing Site Conditions (unforeseeable). Other. Reconciliation of final paving quantities for PFC surface course, underseal for the PFC, and Ty C surface course asphalt through Thrall to recognize a cost savings to the project.

Change Order Number	Approved	Cost This CO	Total COs
16	11/30/2010	4,654.59	-20,650.63

2J: Differing Site Conditions (unforeseeable). Other. Additional work required to repair a damaged crash cushion which was hit by an errant driver.

Change Order Number	Approved	Cost This CO	Total COs
17	11/30/2010	304,028.33	283,377.70

1B: Design Error or Omission. Other. The original plans did not include correct quantities for the Type C asphalt. 2G. Differing Site Conditions (unforeseeable). Unadjusted utility. One existing illumination assembly needed to be relocated due to its proximity to the edge of the new pavement near the intersection of FM 619.

Change Order Number	Approved	Cost This CO	Total COs
18	5/26/2011	59,515.43	342,893.13

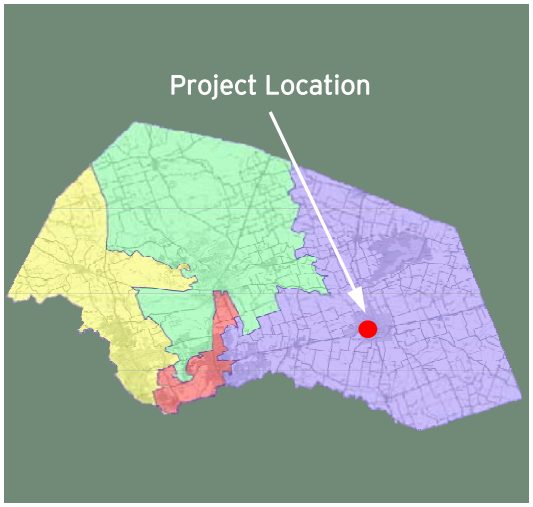
3M: County Convenience. Other. This change order adjusts the amount of compensation to be paid to the Contractor in proportion to the quality of the asphalt produced and placed on the eastbound lanes of the project and in Thrall in accordance with Contract Item 341 "Dense-Graded Hot-Mix Asphalt (QC/QA)". This change order also adjusts the amount of compensation to be paid to the Contractor in proportion to the quality of the ride of the finished roadway as measured by an inertial profiler in accordance with Contract Item 585 "Ride Quality for Pavement Surfaces".

Change Order Number	Approved	Cost This CO	Total COs
19	7/19/2011	20,376.08	363,269.21

4B: Third Party Accommodation. Third party requested work. TxDOT requested additional signs and striping be added to the project, in addition to shifting an overhead sign. 2J: Differing Site Conditions (unforeseeable). Other. This change order allows for the construction of a curb ramp and a drainage inlet due to differing conditions on the site.

Adjusted Price = $20,384,963.13





BUSINESS 79 DRAINAGE IMPROVEMENTS

Project Description: Drainage improvements consisting of culverts, channel grading, and drainage structures

Project Schedule: April 2010 - November 2011
Estimated Construction Cost: $4.5 Million



AUGUST 2011 IN REVIEW

08/05/2011: Subcontractor Bryant & Frey completed Barrel 3 of Culvert Crossing 2. The subcontractor began hand digging and grouting on Barrel 2 of Culvert Crossing 2 and is 10 LF into the 94 LF tunnel. Subcontractor Hayden poured the downstream headwall structure at Culvert Crossing 3.

08/12/2011: Bryant & Frey continues hand digging and grouting on Barrel 2 at Culvert Crossing 2 and is 56 LF into the 94 LF tunnel.

08/19/2011: Bryant & Frey completed hand digging for Barrel 2 at Culvert Crossing 2 and is installing the liner plates to reach the end of the culvert run.

08/26/2011: Bryant & Frey completed Barrel 2 of Culvert Crossing 2. The subcontractor began excavating the bore pit for the final tunnel on the project. Austin Engineering (AECO) placed rock rip-rap on the downstream end of Culvert Crossing 3 and placed the remaining downstream RCP for Barrels 2 and 3 of Culvert Crossing 2.

09/02/2011: Bryant & Frey began hand digging and grouting on Barrel 1 of Culvert Crossing 2 and are 25 LF into the 94 LF tunnel. Hayden poured the upstream apron for the 4-barrel headwall structure and the footing for the 8x4 box culvert headwall structure at Crossing 2.



Design Engineer: Halff Associates
Contractor: Austin Engineering
Construction Observation:
Ryan Rivera, HNTB Corporation
Dennis Kleppe, City of Taylor

Williamson County
Road Bond Program

HNTB

PRIME STRATEGIES, INC.

Business 79 Drainage Improvements
Project No. 09WC712

Original Contract Price = $3,735,873.35

Letting	Award	Notice To Proceed	Begin Work	Anticipated Work Complete	Work Accepted		Total Bid Days	Days Added	Total Days
11/19/2009	12/15/2009	3/26/2010	4/7/2010	11/8/2011			304	277	581

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	4/7/2010	4/30/2010	24	$153,536.40	$153,536.40	$17,059.60	$17,059.60	4	4
2	5/1/2010	5/31/2010	31	$315,654.07	$469,190.47	$35,072.67	$52,132.27	14	9
3	6/1/2010	6/30/2010	30	$446,515.20	$915,705.67	$49,612.80	$101,745.07	27	15
4	7/1/2010	7/31/2010	31	$516,644.68	$1,432,350.35	$57,404.97	$159,150.04	42	20
5	8/1/2010	8/31/2010	31	$129,021.10	$1,561,371.45	$14,335.68	$173,485.72	46	25
6	9/1/2010	9/30/2010	30	$20,700.00	$1,582,071.45	$2,300.00	$175,785.72	39	30
7	10/1/2010	10/31/2010	31	$206,908.58	$1,788,980.03	$22,989.84	$198,775.56	44	36
8	11/1/2010	11/30/2010	30	$159,507.79	$1,948,487.82	$17,723.09	$216,498.65	48	41
9	12/1/2010	12/31/2010	31	$246,300.38	$2,194,788.20	$27,366.71	$243,865.36	54	46
10	1/1/2011	1/31/2011	31	$325,167.20	$2,519,955.40	-$111,236.13	$132,629.23	59	52
11	2/1/2011	2/28/2011	28	$175,330.01	$2,695,285.41	$9,227.90	$141,857.13	63	56
12	3/1/2011	3/31/2011	31	$265,890.19	$2,961,175.60	$13,994.22	$155,851.35	69	62
13	4/1/2011	4/30/2011	30	$207,391.40	$3,168,567.00	$10,915.33	$166,766.68	74	67
14	5/1/2011	5/31/2011	31	$207,880.17	$3,376,447.17	$10,941.07	$177,707.75	79	72
15	6/1/2011	6/30/2011	30	$275,449.34	$3,651,896.51	$14,497.33	$192,205.08	86	77
16	7/1/2011	7/31/2011	31	$191,148.63	$3,843,045.14	$10,060.45	$202,265.53	90	83
17	8/1/2011	8/31/2011	31	$145,563.74	$3,988,608.88	$7,661.25	$209,926.78	93	88

Change Order Number	Approved	Cost This CO	Total COs
01	8/13/2010	26,034.75	26,034.75

2I: Differing Site Conditions. Additional safety needs (unforeseeable). 4B. Third Party Accommodation. Third party requested work. To address Union Pacific Railroad's safety concerns for their employees, the Line F bore was required to be lengthened under the UPRR rail yard service road and water barriers were added as additional safety devices. When the bore was lengthened, the run of 8x5 boxes was shortened and the quantity of trench protection required was

Change Order Number	Approved	Cost This CO	Total COs
02	8/31/2010	41,083.24	67,117.99

4B: Third Party Accommodation. Third party requested work. The City of Taylor has requested additional work to be added the contract. This additional work will be paid for by the City of Taylor as part of the ILA with Williamson County. Thirty (30) days were added to the Contract.

Change Order Number	Approved	Cost This CO	Total COs
03	9/8/2010	20,005.78	87,123.77

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable) (Item 9). Due to debris found during the Line F bore causing an adjustment in alignment of the second run of pipe, the contractor will have to install two 60" RCP bends to realign the pipe outside the limits of the bore to meet the original design. In addition, Junction Box F-2 must be widened to accommodate the realigned pipe. 2G: Differing Site Conditions (unforeseeable). Unadjusted utility (unforeseeable). The contractor had to core into the proposed Line F drainage culvert in order to connect an additional existing drainage pipe. 4B: Third Party Accommodation. Third party requested work. Extra asphalt was placed along Sturgis in order to repair the entire width instead of leaving a 5' wide stretch of old asphalt along the whole length of Sturgis Street.

Change Order Number	Approved	Cost This CO	Total COs
04	9/9/2010	667,610.00	754,733.77

2E. Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable) (Item 9). Due to settlement issues of the railroad ballast caused by boring through debris encountered during the Line F bore and the trestle bridge bent encountered during the first Culvert #1 bore, Union Pacific Railroad suspended the boring operations under the railroad tracks. This change order compensates the contractor for additional work to purchase and install tunnel liner plates, to add grout between the liner plates and the RCP, and for daily grouting between the liner plates and the exposed earth (as opposed to grouting the whole line once the bore was completed).

Change Order Number	Approved	Cost This CO	Total COs
05	6/24/2011	1,410.85	756,144.62

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable)(Item 9). This change order compensates the Contractor for the additional forming costs associated with the revised (additional) headwall determined to be the most cost effective solution to the redesign of the culvert spacing layout of Culvert Crossing #1. The layout was modified due to the conflicts encountered with existing materials under the UPRR railroad

Change Order Number	Approved	Cost This CO	Total COs
06	7/19/2011	0.00	756,144.62

2E: Differing Site Conditions. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order extends the duration of the contract and provides additional contract days needed to complete additional work that was added to the contract with previous Change Order #4. Based on the project progress to date, and the Contractor's anticipated schedule, 247 days are being added to the contract.

Adjusted Price = $4,492,017.97

Chandler Road Phase 3B (CR 368/369 to SH 95)
Project No. 09WC717

Original Contract Price = $5,649,034.60

Letting	Award	Notice To Proceed	Begin Work	Substantially Complete	Work Accepted		Total Bid Days	Days Added	Total Days
6/24/2009	7/14/2009	9/21/2009	10/1/2009	10/7/2010			365	14	379

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	10/1/2009	10/31/2009	31	$78,713.10	$78,713.10	$8,745.90	$8,745.90	2	8
2	11/1/2009	11/30/2009	30	$82,998.00	$161,711.10	$9,222.00	$17,967.90	3	16
3	12/1/2010	12/31/2010	31	$844,282.66	$1,005,993.76	$93,809.18	$111,777.08	20	24
4	1/1/2010	1/31/2010	31	$208,681.20	$1,214,674.96	$23,186.80	$134,963.88	24	32
5	2/1/2010	2/28/2010	28	$293,546.88	$1,508,221.84	$32,616.32	$167,580.20	30	40
6	3/1/2010	3/31/2010	31	$418,017.69	$1,926,239.53	$46,446.41	$214,026.61	28	48
7	4/1/2010	4/30/2010	30	$439,833.24	$2,366,072.77	$48,870.36	$262,896.97	47	56
8	5/1/2010	5/31/2010	31	$718,109.87	$3,084,182.64	$79,789.99	$342,686.96	61	64
8A	5/31/2010	5/31/2010	0	$171,386.23	$3,255,568.87	-$171,341.23	$171,345.73	61	64
9	6/1/2010	6/30/2010	30	$251,031.73	$3,506,600.60	$13,212.20	$184,557.93	66	72
10	7/1/2010	7/31/2010	31	$221,050.23	$3,727,650.83	$11,634.22	$196,192.15	70	80
11	8/1/2010	8/31/2010	31	$555,139.92	$4,282,790.75	$29,217.89	$225,410.04	80	88
12	9/1/2010	9/30/2010	30	$781,106.16	$5,063,896.91	$41,110.85	$266,520.89	95	96
13	10/1/2010	11/30/2010	7	$215,362.62	$5,279,259.53	$11,334.88	$277,855.77	99	98
14	12/1/2010	6/30/2011	0	$42,752.32	$5,322,011.85	$2,250.12	$280,105.89	100	98

9/2/2011 Comments - Chasco has removed their water tower from the project. Due to ongoing drought conditions, the County will accept additional stabilization measures installed at the Contractor's expense and existing vegetation in lieu of full vegetation establishment. The County will be responsible for final vegetation establishment. The Balancing Change Order is being revised to reflect the final quantities.

Change Order Number	Approved	Cost This CO	Total COs
01	9/28/2010	-44,128.25	-44,128.25

3C: County Convenience. Implementation of a Value Engineering finding. The decision was made to restructure the size of drainage channel by installing new cross culverts to eliminate a large section of concrete riprap. Also, through the utilization of precast box culverts in lieu of cast-in-place boxes and installing the boxes under traffic with appropriate traffic controls, the Contractor will be able to eliminate the road closure and detour for CR 366 on the north end of project designated to occur in Phase II construction. 3F: County Convenience. Additional work desired by the County. The County is obligated to furnish two driveways on the Walther property and a pipe encasement crossing the new ROW on the Wolbrueck property in accordance with the ROW agreements. 2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable) (Item 9). Further testing of subgrade material indicated a need to increase lime treatment from 6% to 8%.

Change Order Number	Approved	Cost This CO	Total COs
02	10/25/2010	900.00	-43,228.25

3F: County Convenience. Additional work desired by the County. Williamson County has requested additional Bermuda seed be added to the contract seeding mix to achieve sufficient vegetative coverage throughout the project.

Change Order Number	Approved	Cost This CO	Total COs
03	6/1/2011	-23,103.80	-66,332.05

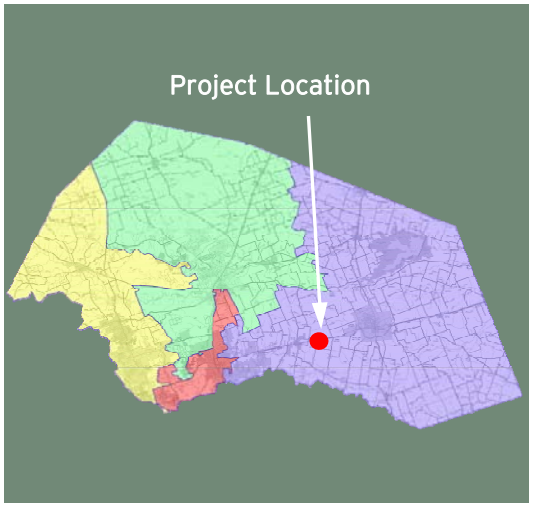
6B: Untimely ROW/Utilities. Right-of-Way not clear (County responsibility for ROW). Williamson County had not purchased the ROW needed to construct the west end of the project in time to include the original project limits in the contractor's scope of work. Therefore, the project's west end starting point was relocated 200 LF to the east thus reducing various original contract quantities.

Change Order Number	Approved	Cost This CO	Total COs
04	6/9/2011	41,558.79	-24,773.26

3M: County Convenience. Other. Asphalt placement/production bonus and ride quality bonus. The Contractor has met the requirements to receive an asphalt placement/production bonus and ride quality bonus for this project.

Adjusted Price = $5,605,806.35





US 79 SECTION 3
(East of FM 1660 to CR 402)

Project Length: 3.4 Miles
Roadway Classification: Rural/Suburban Arterial
Roadway Section: 4-Lane Divided

Project Schedule: September 2010 - December 2011
Estimated Construction Cost: $11.6 Million



AUGUST 2011 IN REVIEW

08/05/2011: Subcontractor Greater Austin completed pouring concrete at Culvert A. Subcontractor DNT continues to demolish existing driveways and culverts between the new westbound lanes and the existing eastbound lanes.

08/12/2011: DNT continues to demolish driveways and culverts between the new westbound lanes and the existing eastbound lanes. The subcontractor completed the extensions of Culverts G and E, and began installing driveway pipes on the south side of US 79 between CR 101 and Limmer Loop.

08/19/2011: DNT completed demolishing driveways and culverts. The subcontractor also completed installation of driveway pipes between CR 101 and Limmer Loop. Subcontractor RSI installed silt fence from CR 132 to the west along the south ROW. Ramming removed the west end concrete barrier.

08/26/2011: DNT began hauling off concrete rubble from the concrete pipe culverts that have demolished.

09/02/2011: DNT completed hauling off concrete rubble from the demolished pipe culverts. Ramming's surveyors began setting grades for the proposed eastbound lanes level up hot mix asphalt, scheduled to begin next week.



Design Engineer: Klotz
Contractor: JD Ramming
Construction Inspection: Raba Kistner

Williamson County
Pass Through Financing Program

HNTB

PRIME STRATEGIES, INC.

PASS THROUGH FINANCING: US 79 Section 3 (East of FM 1660 to CR 402)
Project No. 10WC817 TxDOT CSJ: 0204-02-027 Original Contract Price = $11,500,547.03

Letting	Award	Notice To Proceed	Begin Work	Anticipated Work Complete	Work Accepted		Total Bid Days	Days Added	Total Days
6/30/2010	7/30/2010	9/13/2010	9/27/2010	12/26/2011			455	45	500

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	% ($) Used	% Time Used
1	9/15/2010	9/30/2010	2	$489,761.30	$489,761.30	4	0
2	10/1/2010	10/31/2010	31	$715,593.21	$1,205,354.51	10	7
3	11/1/2010	11/30/2010	30	$1,069,439.18	$2,274,793.69	20	13
4	12/1/2010	12/31/2010	31	$808,670.31	$3,083,464.00	27	19
5	1/1/2011	1/31/2011	31	$450,485.50	$3,533,949.50	30	25
6	2/1/2011	2/28/2011	28	$458,439.55	$3,992,389.05	34	31
7	3/1/2011	3/31/2011	31	$512,325.93	$4,504,714.98	39	37
8	4/1/2011	4/30/2011	30	$512,717.74	$5,017,432.72	43	43
9	5/1/2011	5/31/2011	31	$804,499.69	$5,821,932.41	50	49
10	6/1/2011	6/30/2011	30	$1,075,981.41	$6,897,913.82	59	55
11	7/1/2011	7/31/2011	31	$560,375.02	$7,458,288.84	64	61

Change Order Number	Approved	Cost This CO	Total COs
01	8/25/2010	0.00	0.00

1A. Design Error or Omission. Incorrect PS&E. In the release of Addendum #3, the Engineer inadvertently added a bid item back in for Vegetative Watering, which had been changed to be a subsidiary cost in Addendum #2. This change order deletes the Vegetative Watering bid item and moves that cost to mobilization.

Change Order Number	Approved	Cost This CO	Total COs
02	3/21/2011	12,063.36	12,063.36

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable) (Item 9). The existing material in the area where Culvert D was to be extended was unusable due to continued groundwater seepage. It was determined that existing material would have to be removed and that 3"x5" rock would suffice to stabilize the area so Culvert D could be extended.

Change Order Number	Approved	Cost This CO	Total COs
03	3/21/2011	25,000.00	37,063.36

3L: County Convenience. Revising safety work/measures desired by the County. This change order will add a pay item to cover expenses associated with reimbursement for Law Enforcement when required by the Construction Inspector during certain construction activities. Payment for this bid item will be made based on actual invoices prepared by Law Enforcement agencies plus a 5% markup as allowed by TxDOT specifications.

Change Order Number	Approved	Cost This CO	Total COs
04	3/22/2011	245,605.44	282,668.80

1A: Design Error or Omission. Incorrect PS&E. This change order compensates the Contractor for safety end treatments which were not quantified in the bid items, included in the original design, or were specified in the original design at the wrong size.

Change Order Number	Approved	Cost This CO	Total COs
05	4/26/2011	-161,115.00	121,553.80

3H: County Convenience. Cost savings opportunity discovered during construction. 3L: County Convenience. Revising safety work/measures desired by the County. This change order replaces the Stone-Matrix Asphalt (SMA) pavement with a Permeable Friction Course (PFC) pavement, creating a significant cost savings to the Project. The PFC will increase wet weather safety by increasing visibility through a reduction in the amount of water on the roadway surface.

Change Order Number	Approved	Cost This CO	Total COs
06	6/24/2011	0.00	121,553.80

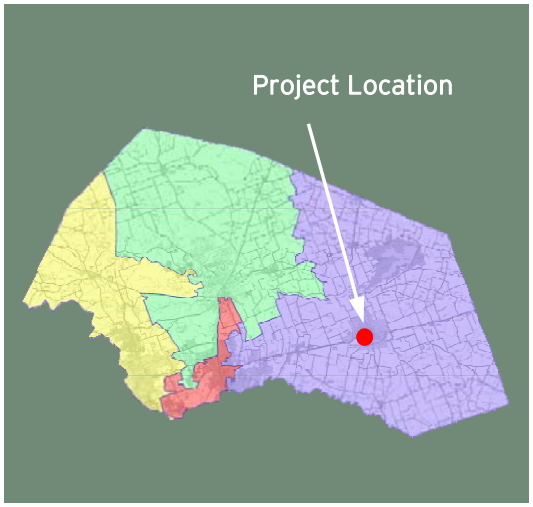
3M: County Convenience. Other. The quantity for Type C hot mix asphalt necessary to construct CR 101 and CR 136 was inadvertently deleted in a previous change order, leaving only Type B. This change order adds the Type C back into the contract and reduces the quantity of Type B hot mix.

Change Order Number	Approved	Cost This CO	Total COs
07	7/12/2011	4,050.00	125,603.80

3L: County Convenience. Revising safety work/measures desired by the County. Two detours were added to the TCP at the east end of the project to provide for safe movement of traffic during construction. Also increased the number of tabs placed. 3H: County Convenience. Cost savings opportunity discovered during construction. Short term lane closures were utilized in lieu of barrier and crash cushions during the extension of cross culverts.

Adjusted Price = $11,626,150.83





SECOND STREET ROADWAY IMPROVEMENTS

(US 79 West of Taylor to SH 95 in the City of Taylor)

Project Length: 1.4 Miles
Roadway Classification: Urban Arterial
Roadway Section: Four-Lane Roadway

Project Schedule: February 2011 - August 2012
Estimated Construction Cost: $9.0 Million



AUGUST 2011 IN REVIEW

08/05/2011: FTWoods began tying in water services to Line A on the west end of the project. The Contractor continues to install wastewater pipe on Sloan and storm sewer pipe on the East Basin system and storm sewer Line G.

08/12/2011: FTWoods continued to tie in water services to Line A from the west to Wyeth. The Contractor continues wastewater pipe installation on Sloan and storm sewer installation on 1st and Fowzer in the East Basin system.

08/19/2011: FTWoods tied in Line A water services between Wyeth and Victoria, as well as the 8" lateral at Sloan. The Contractor continued installing wastewater pipe on Sloan and began installing 8" wastewater pipe on Victoria.

08/26/2011: FTWoods continues to tie in water services to Line A between Wyeth and Victoria, as well as the 8" lateral at Debus. The Contractor continued installing wastewater pipe on Sloan and 60" storm sewer on Talbot.

09/02/2011: FTWoods continues to tie in water services to Line A between Victoria and Doak, as well as 8" laterals at Wyeth, Lizzie, and Vernon. The Contractor continues installing 18" wastewater pipe on Sloan and 60" storm pipe and a manhole on Talbot in the East Basin system.



Design Engineer: Halff
Contractor: FTWoods Construction
Construction Observation:
Ryan Rivera, HNTB Corporation
Dennis Kleppe, City of Taylor

Williamson County
Road Bond Program

HNTB

PRIME STRATEGIES, INC.

Second Street Roadway Improvements (US 79 West of Taylor to SH 95 in the City of Taylor)

Project No. 10WC821 Original Contract Price = $8,973,072.80

Letting	Award	Notice To Proceed	Begin Work	Anticipated Work Complete	Work Accepted		Total Bid Days	Days Added	Total Days
9/28/2010	12/15/2010	2/17/2011	2/19/2011	8/1/2012			530	0	530

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	2/1/2011	2/28/2011	0	$61,343.32	$61,343.32	$6,815.92	$6,815.92	1	0
2	3/1/2011	3/31/2011	27	$627,027.77	$688,371.09	$72,398.84	$79,214.76	8	5
3	4/1/2011	4/30/2011	30	$378,020.47	$1,066,391.56	$42,002.28	$121,217.04	12	11
4	5/1/2011	5/31/2011	31	$262,721.42	$1,329,112.98	$29,191.27	$150,408.31	15	17
5	6/1/2011	6/30/2011	30	$348,273.39	$1,677,386.37	$38,697.04	$189,105.35	19	22
6	7/1/2011	7/31/2011	31	$243,961.94	$1,921,348.31	$27,106.88	$216,212.23	21	28

Change Order Number	Approved	Cost This CO	Total COs
01	7/26/2011	100,915.00	100,915.00

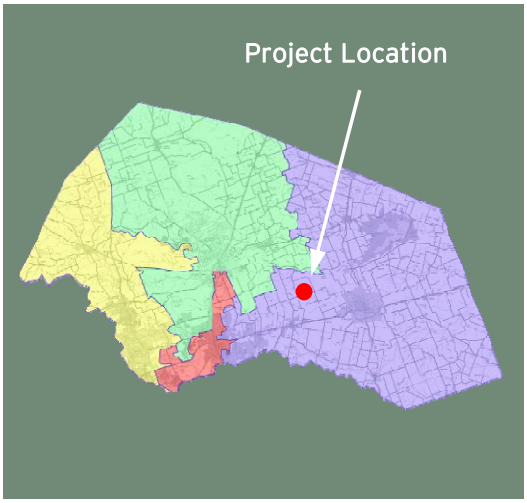
4B: Third Party Accommodation. Third party requested work. The City of Taylor has requested additional work (see attached) be added to the contract. This additional work will be paid for by the City of Taylor as part of the ILA with Williamson County.

Change Order Number	Approved	Cost This CO	Total COs
02	7/26/2011	($26,176.60)	74,738.40

2C: Differing Site Conditions. New development (conditions changing after PS&E completed). This change order adjusts the contract quantities to accommodate an adjacent City of Taylor project on Sloan Street. Improvements at Sloan Street will be included in the City's project.

Adjusted Price = $9,047,811.20





FM 1660 @ LANDFILL RD. (CR 128)

Project Length: 0.9 Miles
Roadway Classification: Rural Collector
Roadway Section: Two-lane roadway w/ left and right turn lanes

Project Schedule: July 2011 - October 2011
Estimated Construction Cost: $374K





AUGUST 2011 IN REVIEW

08/05/2011: Aaron Concrete cleared the right-of-way and began excavating for the roadway widening. Subcontractor Roadway Specialties completed installation of the erosion control devices.

08/12/2011: Aaron Concrete placed embankment material for the roadway widening and is approximately 60% complete for embankment operations.

08/19/2011: Aaron Concrete completed delivery, placement and compaction of embankment material for the roadway widening. The Contractor removed the existing storm sewer pipe that will be replaced with a new crossing at Landfill Road and extended the existing 42" RCP under RM 1660.

08/26/2011: Aaron Concrete completed grading and compacting the roadway subgrade. The Contractor began adding the lime treatment to the subgrade materials. Aaron Concrete installed the new storm sewer pipe crossing across Landfill Road.

09/02/2011: Aaron Concrete completed compacting and processing the lime treated subgrade and placed flex base south of Landfill Road. Subcontractor Ramming Paving paved Ty B hot mix asphalt north of Landfill Road.

Design Engineer: HNTB Corporation
Contractor: Aaron Concrete
Construction Observation:
Jerry Jansen, Williamson County

Williamson County
Road Bond Program

HNTB

PRIME STRATEGIES, INC.

FM 1660 @ Landfill Rd. (CR 128)

Project No. 11WC913 TxDOT CSJ: 1566-01-012 Original Contract Price = $374,290.88

Letting	Award	Notice To Proceed	Begin Work	Anticipated Work Complete	Work Accepted		Total Bid Days	Days Added	Total Days
	5/10/2011	7/15/2011	7/25/2011	10/22/2011			90	0	90

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	7/25/2011	8/26/2011	31	$76,756.68	$76,756.68	$8,528.52	$8,528.52	23%	34

Adjusted Price = $374,290.88

Commissioners Court - Regular Session **24.**

Meeting Date: 09/20/2011

10WC817 US 79 Section 3 Change Order No 8

Submitted By: Tiffany Mcconnell, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider approving Change Order No. 8 in the amount of $57,493.64 for US 79 Section 3, a Pass Through Financing Project in Precinct Four.

Background

As required by Item 341 “Dense-Graded Hot-Mix Asphalt (QC/QA)”, this change order adds pay items to adjust the amount of compensation to be paid to the contractor in proportion to the quality of the asphalt produced and placed on the project. This change order only accounts for the proposed westbound lanes. A future change order will account for the remainder of the paving once those items are completed by the Contractor.

Attachments

US 79 Section 3 CO 8

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/14/2011 10:04 AM

Form Started By: Tiffany Mcconnell Started On: 09/14/2011 09:39 AM

Final Approval Date: 09/14/2011

RECEIVED
SEP 08 2011
PSI

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 8

1. CONTRACTOR: **J.D. Ramming Paving Co., LTD.**

2. Change Order Work Limits: Sta. **537+93** to Sta. **766+22**

3. Type of Change(on federal-aid non-exempt projects): **Minor** (Major/Minor)

4. Reasons: **3M** (3 Max. - In order of importance - Primary first)

Project:	***10WC817***
Roadway:	***US 79 Section 3***
CSJ Number:	***0204-02-027, etc.***

5. Describe the work being revised: Provides bonus or penalty for work performed under Item 341.

3M: County Convenience. Other. As required by Item 341, this change order adds pay items to adjust the amount of compensation to be paid to the contractor in proportion to the quality of the asphalt produced and placed on the project for the proposed westbound lanes.

6. Work to be performed in accordance with Items: **341**
7. New or revised plan sheet(s) are attached and numbered: **N/A**
8. New Special Provisions to the contract are attached: ☐ Yes ☑ No

9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

THE CONTRACTOR Date 9-7-2011

By

Typed/Printed Name TODD PETERNELL

Typed/Printed Title PROJ. MGR

The following information must be provided

Time Ext. #: **N/A** Days added on this CO: **0**

Amount added by this change order: **$57,493.64**

RECOMMENDED FOR EXECUTION:

P.E. 9/7/11
Project Manager Date

N/A
Design Engineer Date

9/6/2011
Program Manager Date

Design Engineer's Seal:

N/A

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

☐ County Judge Date
APPROVED

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: *8* ***Project #*** *10WC817*

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE			HOURLY RATE

TABLE B: Contract Items

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
341-WC01	D-GR HMA (QC/QA) TY-B BONUS/PENALTY (WB)	DOL	$1.00	0.00	$0.00	30,631.48	30,631.48	$30,631.48	$30,631.48
341-WC02	D-GR HMA (QC/QA) TY-C BONUS/PENALTY (WB)	DOL	$1.00	0.00	$0.00	2,150.89	2,150.89	$2,150.89	$2,150.89
341-WC03	D-GR HMA (QC/QA) TY-D BONUS/PENALTY (WB)	DOL	$1.00	0.00	$0.00	24,711.27	24,711.27	$24,711.27	$24,711.27
TOTALS					$0.00			$0.00	$57,493.64

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Williamson County Road Bond Program

US 79 Section 3
Williamson County Project No. 10WC817

Proposed Change Order No. 8

Reason for Change

Contract Item 341 DENSE-GRADED HOT-MIX ASPHALT (QC/QA) allows for the adjustment of compensation paid to the Contractor based on the quality of the hot mix asphalt pavement produced and placed. Specific job control tests were run on the asphalt (see attached back-up documentation) to monitor the quality of the mix. Using the results of these tests in conjunction with TxDOT formulas as outlined in the specifications, the Contractor was either awarded a bonus or assessed a penalty. This change order adds the pay items below to the contract in order to make these pay adjustments.

Following is a summary of the new items required for this Change Order:

ITEM	DESCRIPTION	QTY	UNIT
341-WC01	D-GR HMA (QC/QA) TY-B BONUS/ PENALTY (WB)	30,631.48	DOL
341-WC02	D-GR HMA (QC/QA) TY-C BONUS/ PENALTY (WB)	2,150.89	DOL
341-WC03	D-GR HMA (QC/QA) TY-D BONUS/ PENALTY (WB)	24,711.27	DOL

This Change Order results in a net increase of $57,493.64 to the Contract amount for an adjusted Contract total of $11,683,644.47. The original Contract amount was $11,500,547.03. As a result of this and all Change Orders to date, $183,097.44 has been added to the Contract, resulting in a 1.6% net increase in the Contract Cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

RABA-KISTNER INFRASTRUCTURE

Ron Seal, P.E.
Project Manager

US79 - Section 3

Project: 10WC817
CSJ: 0204-02-027, etc.

ITEM 341-2011: D-GR HMA (QCQA) TY-B PG64-22

PRODUCTION & PLACEMENT
BONUS/PENALTY

MIX DESIGN: 64NB2030					
LOT#	PRODUCTION BONUS	PLACEMENT BONUS	PRODUCTION PENALTY	PLACEMENT PENALTY	TOTAL BONUS OR PENALTY
1	$1,039.91	$820.98			$1,860.89
2	$1,051.20	$1,161.85			$2,213.05
3	$2,323.52	$1,714.97			$4,038.49
4	$1,887.63	$179.78			$2,067.41
5	$1,699.26	$1,326.25			$3,025.51
6	$1,387.08	$2,330.30			$3,717.38
7	$2,071.51	$1,907.97			$3,979.48
8	$981.04	$339.05			$1,320.09
9	$496.25	$1,374.23			$1,870.48
10	$992.36	$1,984.71			$2,977.07
11	$874.31	$1,645.76			$2,520.07
12	$502.18	$539.38			$1,041.56
TOTALS	$15,306.25	$15,325.23	$0.00	$0.00	$30,631.48

US79 - Section 3

Project: 10WC817
CSJ: 0204-02-027, etc.

ITEM 341-2050: D-GR HMA (QCQA) TY-C PG70-22

PRODUCTION & PLACEMENT
BONUS/PENALTY

MIX DESIGN: 64NC1515					
LOT#	**PRODUCTION BONUS**	**PLACEMENT BONUS**	**PRODUCTION PENALTY**	**PLACEMENT PENALTY**	**TOTAL BONUS OR PENALTY**
1	$613.74	$466.44			$1,080.18
2	$414.74	$655.97			$1,070.71
TOTALS	$1,028.48	$1,122.41	$0.00	$0.00	$2,150.89

US79 - Section 3

Project: 10WC817
CSJ: 0204-02-027, etc.

ITEM 341-2122: D-GR HMA (QCQA) TY-D PG70-22

PRODUCTION & PLACEMENT
BONUS/PENALTY

MIX DESIGN: 64ND1515					
LOT#	PRODUCTION BONUS	PLACEMENT BONUS	PRODUCTION PENALTY	PLACEMENT PENALTY	TOTAL BONUS OR PENALTY
1	$1,017.52	$883.64			$1,901.16
2	$972.40	$742.09			$1,714.49
3	$1,559.65	$425.36			$1,985.01
4	$904.71	$75.39			$980.10
5	$856.08	$171.22			$1,027.30
6	$1,009.82	$243.75			$1,253.57
7	$1,231.84	$485.27			$1,717.11
TOTALS	$7,552.02	$3,026.72	$0.00	$0.00	$10,578.74

MIX DESIGN: 64SD2522					
LOT#	PRODUCTION BONUS	PLACEMENT BONUS	PRODUCTION PENALTY	PLACEMENT PENALTY	TOTAL BONUS OR PENALTY
1	$1,080.00	$690.00			$1,770.00
2	$2,147.89	$1,122.76			$3,270.65
3	$1,217.48	$1,449.38			$2,666.86
4	$973.77			($243.45)	$730.32
5		$1,101.95	($1,217.94)		($115.99)
6	$1,975.17	$522.84			$2,498.01
7	$1,214.16	$79.96			$1,294.12
8	$1,436.94	$581.62			$2,018.56
TOTALS	$10,045.41	$5,548.51	($1,217.94)	($243.45)	$14,132.53

OVERALL TOTAL FOR ITEM 341-2122: D-GR HMA (QCQA) TY-D PG70-22	$24,711.27

Commissioners Court - Regular Session **25.**

Meeting Date: 09/20/2011

11WC902 Ronald Reagan Boulevard North Phase 3 Change Order No 2

Submitted By: Tiffany Mcconnell, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider approving Change Order No. 2 in the amount of $1,314.05 for Ronald Reagan Blvd. North, Phase 3, a Road Bond Project in Precinct Three.

Background

This Change Order corrects the quantity for the length of the bridge beams at Berry Creek and adds a pay item for drill shaft cores. After reevaluation of the design, six inches of length was added to each of the twelve Type C beams, so that the length of the beams matched the designed span width. The additional length will be paid at the existing bid price.
Additionally, one drill shaft core will be taken on the first drill shaft of each bent to confirm that the shaft is founded on solid material. The dill shaft core price is set by TxDOT Item 416 as $125.00 each.

Attachments

Ronald Reagan N Ph 3 CO 2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/14/2011 10:04 AM

Form Started By: Tiffany Mcconnell Started On: 09/14/2011 09:45 AM

Final Approval Date: 09/14/2011

RECEIVED
SEP 13 2011
BY: PSI

WILLIAMSON COUNTY, TEXAS
CHANGE ORDER NUMBER: 2

1. CONTRACTOR: **J.C. Evans Construction**

2. Change Order Work Limits: Sta. **290+00** to Sta. **1160+00**

3. Type of Change(on federal-aid non-exempt projects): **minor** (Major/Minor)

4. Reasons: **1A** (3 Max. - In order of importance - Primary first)

Project:	***11WC902***
Roadway:	***Ronald Reagan Blvd N Ph. 3***
CSJ:	

5. Describe the work being revised:

1A: Design Error or Omission. Incorrect PS&E. This Change Order corrects the quantity for the length of the bridge beams at Berry Creek and adds a pay item for drill shaft cores.

6. Work to be performed in accordance with Items: **See Attached**
7. New or revised plan sheet(s) are attached and numbered: **N/A**
8. New Special Provisions to the contract are attached: ☐ Yes ☑ No

9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

THE CONTRACTOR Date 9/12/2011

By Steve Owen

Typed/Printed Name Steve Owen

Typed/Printed Title Project Manager

The following information must be provided

Time Ext. #: **N/A** Days added on this CO: **0**

Amount added by this change order: **$1,314.05**

RECOMMENDED FOR EXECUTION:

James D. [illegible] P.E. 9/12/11
Project Manager Date

N/A
Design Engineer Date

9/13/2011
Program Manager Date

Design Engineer's Seal:

N/A

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

☐ County Judge Date
APPROVED

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 2 ***Project # 11WC902***

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE			

TABLE B: Contract Items

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
425-2003	PRESTRESSED CONCRETE BEAM (TYPE C)	LF	$135.00	2,357.00	$318,195.00	6.03	2,363.03	$319,009.05	$814.05
416-2005	DRILL SHAFT CORES	EA	$125.00	0.00	$0.00	4.00	4.00	$500.00	$500.00
	TOTALS				$318,195.00			$319,509.05	$1,314.05

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Williamson County Road Bond Program

Ronald Reagan Blvd North, Phase 3
Williamson County Project No. 11WC902

Change Order No. 2

Reason for Change

This Change Order corrects the quantity for the length of the bridge beams at Berry Creek and adds a pay item for drill shaft cores. After reevaluation of the design, six inches of length was added to each of the twelve Type C beams, so that the length of the beams matched the designed span width.

A drill shaft core is a 6 inch diameter, 5 feet deep hole, which is drilled beyond the finished elevation of the drill shaft to confirm that the shaft is founded on solid material. Specification Item 416 specifies the cost of a core as $125.00 each. One core is will be taken on the first drill shaft of each bent.

Following is a description of the new items required for this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
416-2005	DRILL SHAFT CORES	4.00	EA

This Change Order results in a net increase of $1,314.05 to the Contract amount, for an adjusted Contract amount of $9,483,646.71. The original Contract amount was $9,449,782.66. As a result of this and all Change Orders to-date, $33,864.05 has been added to the Contract, resulting in a 0.4% net increase in the Contract Cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

HNTB Corporation

James Klotz, P.E.

Commissioners Court - Regular Session **26.**

Meeting Date: 09/20/2011

09WC720 US 183 Change Order No 32

Submitted By: Tiffany Mcconnell, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider approving Change Order No. 32 in the amount of $37,975.66 for US 183, a Pass Through Financing Project in Precinct Two.

Background

This Change Order compensates the Contractor for additional pavement striping items required by changes in the phasing of the Traffic Control Plans due to unadjusted utilities. The changes in phasing allowed the Contractor to continue construction and avoid the unresolved utility conflicts. This Change Order also compensates the Contractor for pavement striping related work items that were not included in the original contract quantities to provide for temporary tabs during SMA paving operations.

Attachments

US 183 CO 32

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/14/2011 04:42 PM

Form Started By: Tiffany Mcconnell Started On: 09/14/2011 10:05 AM

Final Approval Date: 09/14/2011

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 32

1. CONTRACTOR: **Dan Williams Company**

2. Change Order Work Limits: Sta. **BL 150+00** Sta. **BL 245+00**

3. Type of Change(on federal-aid non-exempt projects): **Major** (Major/Minor)

4. Reasons: **2G, 1A** (3 Max. - In order of importance - Primary first)

Project:	***09WC720***
Roadway:	***US 183***
CSJ Number:	***0151-04-063, etc.***

5. Describe the work being revised:

2G: Differing Site Conditions (unforeseeable). Unadjusted utility (unforeseeable). This Change Order compensates the Contractor for additional pavement striping items required by changes in the phasing of the Traffic Control Plans due to unadjusted utilities. The changes in phasing allowed the Contractor to continue construction and avoid the unresolved utility conflicts. **1A: Design Error or Omission. Incorrect PS&E.** This Change Order compensates the Contractor for pavement striping related work items that were not included in the original contract quantities to provide for temporary tabs during SMA paving operations.

6. Work to be performed in accordance with Items: **See Attached**

7. New or revised plan sheet(s) are attached and numbered: **TCP II Step 4 Sht 1-8, TCP II Step 5 Sht 1-9**

8. New Special Provisions to the contract are attached: ☐ Yes ☑ No

9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

THE CONTRACTOR Date 9-12-11

By

Typed/Printed Name GEORGE MAYFIELD

Typed/Printed Title PM

The following information must be provided

Time Ext. #: **N/A** Days added on this CO: **0**

Amount added by this change order: **$37,975.66**

RECOMMENDED FOR EXECUTION:

P.E. 9/13/11
Project Manager Date

N/A
Design Engineer Date

Program Manager Date

Design Engineer's Seal:

See Revised Plan Sheets

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

☐ County Judge Date
APPROVED

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: *32* ***Project #*** *09WC720*

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE			HOURLY RATE

TABLE B: Contract Items

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
658-2240	INSTL DEL ASSM (D-SW) SZ1 (FLX) GF2	EA	$50.00	11.00	$550.00	7.00	18.00	$900.00	$350.00
662-2001	WK ZN PAV MRK NON-REMOV (W) 4" (BRK)	LF	$0.30	1,517.00	$455.10	3,240.00	4,757.00	$1,427.10	$972.00
662-2002	WK ZN PAV MRK NON-REMOV (W) 4" (DOT)	LF	$0.40	490.00	$196.00	67.00	557.00	$222.80	$26.80
662-2004	WK ZN PAV MRK NON-REMOV (W) 4" (SLD)	LF	$0.30	57,645.00	$17,293.50	(1,138.00)	56,507.00	$16,952.10	($341.40)
662-2012	WK ZN PAV MRK NON-REMOV (W) 8" (SLD)	LF	$0.53	0.00	$0.00	6,279.00	6,279.00	$3,327.87	$3,327.87
662-2016	WK ZN PAV MRK NON-REMOV (W) 24" (SLD)	LF	$4.00	376.00	$1,504.00	130.00	506.00	$2,024.00	$520.00
662-2017	WK ZN PAV MRK NON-REMOV (W) (ARROW)	EA	$70.00	30.00	$2,100.00	(8.00)	22.00	$1,540.00	($560.00)
662-2027	WK ZN PAV MRK NON-REMOV (W) (WORD)	EA	$100.00	4.00	$400.00	8.00	12.00	$1,200.00	$800.00
662-2032	WK ZN PAV MRK NON-REMOV (Y) 4" (SLD)	LF	$0.30	50,560.00	$15,168.00	8,389.00	58,949.00	$17,684.70	$2,516.70
662-2037	WK ZN PAV MRK NON-REMOV (Y) 12" (SLD)	LF	$2.00	420.00	$840.00	17.00	437.00	$874.00	$34.00
662-2039	WK ZN PAV MRK NON-REMOV (Y) 24" (SLD)	LF	$4.24	0.00	$0.00	554.00	554.00	$2,348.96	$2,348.96
662-2064	WK ZN PAV MRK REMOV (W) 4" (BRK)	LF	$0.64	0.00	$0.00	240.00	240.00	$153.60	$153.60
662-2067	WK ZN PAV MRK REMOV (W) 4" (SLD)	LF	$0.58	1,437.00	$833.46	800.00	2,237.00	$1,297.46	$464.00
662-2075	WK ZN PAV MRK REMOV (W) 8" (SLD)	LF	$1.17	0.00	$0.00	166.00	166.00	$194.22	$194.22
662-2077	WK ZN PAV MRK REMOV (W) 12" (SLD)	LF	$3.98	0.00	$0.00	56.00	56.00	$222.88	$222.88
662-2099	WK ZN PAV MRK REMOV (Y) 4" (SLD)	LF	$0.58	130.00	$75.40	980.00	1,110.00	$643.80	$568.40
662-2106	WK ZN PAV MRK REMOV (Y) 24" (SLD)	LF	$7.95	75.00	$596.25	195.00	270.00	$2,146.50	$1,550.25
662-2113	WK ZN PAV MRK SHT TERM (TAB) TY W	EA	$1.44	0.00	$0.00	4,212.00	4,212.00	$6,065.28	$6,065.28
662-2115	WK ZN PAV MRK SHT TERM (TAB) TY Y-2	EA	$1.44	0.00	$0.00	645.00	645.00	$928.80	$928.80
666-2067	REFL PAV MRK TY I (W)(COMBO ARROW)	EA	$137.80	0.00	$0.00	3.00	3.00	$413.40	$413.40
672-2012	REFL PAV MRKR TY I-C	EA	$3.00	297.00	$891.00	512.00	809.00	$2,427.00	$1,536.00
672-2015	REFL PAV MRKR TY II-A-A	EA	$3.00	135.00	$405.00	546.00	681.00	$2,043.00	$1,638.00
TOTALS					$41,307.71			$65,037.47	$23,729.76

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: *32* ***Project #*** *09WC720*

TABLE B: Contract Items (*Continued*)

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
677-2001	ELIM EXT PAV MRK & MRKS (4")	LF	$0.60	20,777.00	$12,466.20	16,545.00	37,322.00	$22,393.20	$9,927.00
677-2003	ELIM EXT PAV MRK & MRKS (8")	LF	$1.10	0.00	$0.00	621.00	621.00	$683.10	$683.10
677-2008	ELIM EXT PAV MRK & MRKS (ARROW)	EA	$58.30	0.00	$0.00	14.00	14.00	$816.20	$816.20
677-2018	ELIM EXT PAV MRK & MRKS (WORD)	EA	$58.30	0.00	$0.00	12.00	12.00	$699.60	$699.60
999-0032	PHASE CHANGE EXTRA WORK (DWCO 207)	LS	$2,120.00	0.00	$0.00	1.00	1.00	$2,120.00	$2,120.00

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Williamson County Pass Through Financing

US 183 Riva Ridge Drive to SH 29
Williamson County Project No. 09WC720

Change Order No. 32

Reason for Change

This Change Order compensates the Contractor for additional pavement striping items required by changes in the phasing of the Traffic Control Plans due to unadjusted utilities. The changes in phasing allowed the Contractor to continue construction and avoid the unresolved utility conflicts.

This Change Order also compensates the Contractor for pavement striping related work items that were not included in the original contract to provide for temporary tabs during SMA paving operations.

Following is a summary of new pay items required for this Change Order:

Item	Description	Unit	Qty
662-2012	WK ZN PAV MRK NON-REMOV (W) 8" (SLD)	LF	6,279.00
662-2039	WK ZN PAV MARK NON-REMOV (Y) 24" SLD	LF	554.00
662-2064	WK ZN PAV MARK REMOV (W) 4" (BRK)	LF	240.00
662-2075	WK ZN PAV MARK REMOV (W) 8" SLD	LF	166.00
662-2077	WK ZN PAV MARK REMOV (W) 12" SLD	LF	56.00
662-2113	WK ZN PAV MRK SHT TERM (TAB) TY W	EA	4,212.00
662-2115	WK ZN PAV MRK SHT TERM (TAB) TY Y-2	EA	645.00
666-2067	REFL PAV MRK TY I (W)(COMBO ARROW)	LF	3.00
677-2003	ELIM EXT PAV MRK & MRKS (8")	LF	621.00
677-2008	ELIM EXT PAV MRK & MRKS (ARROW)	EA	14.00
677-2018	ELIM EXT PAV MRK & MRKS (WORD)	EA	12.00
999-0032	ADDITIONAL MOBILIZATION FOR STRIPING	LS	1.00

This Change Order results in a net increase of $37,975.66 to the Contract amount, for an adjusted total Contract amount of $15,477,950.24. The original Contract amount was for $14,677,727.84. As a result of this and all Change Orders to date, $800,222.40 has been added to the Contract, resulting in a 5.45% net increase in the Contract Cost.

No additional days will be added to or deducted from the Contract as a result of this Change Order.

HDR Engineering, Inc.

J. Paul Bowen, S.E.T
Resident Representative

DAN WILLIAMS COMPANY
SUBMITTAL

Received: HDR
Date: 11/18/10

DWCO JOB #	0905	**PROJECT NAME**	183 RIVA RIDGE
DATE	11/18/2010	**PROJECT NUMBER**	PTF 2009 (886)
SUBMITTAL NUMBER	175.1000	**CONTROL NUMBER**	0151-04-063, ETC.
		WILLIAMSON CNTY #	(09WC720)

TO: HDR
810 HESTER'S CROSSING
ROUND ROCK, TX. 78681

ATTN: J. PAUL BOWEN, S.E.T.

FROM DAN WILLIAMS COMPANY
1826 KRAMER LANE, SUITE L
AUSTIN, TX 78758
GEORGE MAYFIELD

WE ARE SENDING:

____	CERTIFICATIONS	____	PLANS	____	PRNTS
____	REPORTS	____	SHOP DRAWINGS	____	SAMPLES
____	RESUBMITTALS	____	CALCULATION	____	COPY OF LETTER
____	PRODUCT DATA	X	OTHER	____	SUBMITTALS

# COPIES	DATED	BID ITEM	TECH SPEC	DESCRIPTION
6 EA	11/18/2010		A. FURNISH AS SUBMITTED B. FURNISH AS NOTED C. REVISE AND RESUBMIT D. REJECTED E. ENGINEERS REVIEW NOT REQUIRED	ARROWS/ELIM ARROWS & WORDS CO REVISED

This review is for general conformance with design concept only. Any deviations from plans or specifications not clearly noted by the Contractor has not been reviewed. Review shall not constitute a complete check of detailed dimensions or count or serve to relieve the Contractor of contractual responsibility for any error or deviation from contract requirements.

HDR ENGINEERING, INC.
TEXAS P.E. FIRM REGISTRATION NO. F-754
SUBMITTAL NO: 175.1000 DATE: 1/19/11
BY:

NOTE:

TOTAL $ 254.40

DWCO has reviewed this suppliers submittal and to the best of our knowledge, the material meets or exceeds the requirements of the approved project plans, specifications, and TxDOT standard specifications or other specifications referenced or contained therein.

These are transmitted for:

X **REVIEW AND APPROVAL**

____ **FOR YOUR FILES**

SIGN:

ITEM	DESCRIPTION	QTY	UNITS	UNIT ($)	TOTAL ($)
1	REFL PAV MRK TY I (W)(COMBO ARROW)	1.00	EA	$137.80	$137.80
2	ELIMINATE EXISTING PAV MRK & MRKS (ARROW)	1.00	EA	$58.30	$58.30
3	ELIMINATE EXISTING PAV MRK & MRKS (WORD)	1.00	EA	$58.30	$58.30
TOTAL					**$254.40**

D.I.J. CONSTRUCTION, INC.
P.O. BOX 1609
BERTRAM, TEXAS 78605
(512) 355-2766
(512) 355-2392 Fax

Quote
Prepared
For: Dan Williams Company

August 19, 2009

Project: Williamson County - US 183 from Riva Ridge to SH 29

ITEM	DESCRIPTION	UNIT	UNIT PRICE
	REFL PAV MRK TY I (W) (COMBO ARROW)	EA	130.00

Accepted By:

Submitted By:

Terry Nix
Estimator

D.I.J. CONSTRUCTION, INC.
P.O. BOX 1609
BERTRAM, TEXAS 78605
(512) 355-2766
(512) 355-2392 Fax

Quote Prepared For: Dan Williams

September 23, 2010

RE: Williamson County - US 183 from Riva Ridge to SH 29

ITEM	DESCRIPTION	UNIT	UNIT PRICE
677 2008	ELIM EXT PAV MRK & MRKS (ARROW)	EA	$55.00

NOTES: >> ABOVE ITEM IS PRICE FOR WORK WE DID ON A RECENT WORK ORDER. THERE IS NOT CURRENTLY A BID ITEM FOR THIS WORK.

Submitted By:

Terry Nix
Estimator

D.I.J. CONSTRUCTION, INC.
P.O. BOX 1609
BERTRAM, TEXAS 78605
(512) 355-2766
(512) 355-2392 Fax

Quote Prepared For: Dan Williams Company

November 17, 2010

PROJECT: Williamson County - US 183 from Riva Ridge to SH 29

ITEM		DESCRIPTION	UNIT	QTY	UNIT PRICE
677	2018	ELIM EXT PAV MRK & MRKS (WORD)	EA		$55.00

Accepted By:

_____

Submitted By:

Terry Nix
Estimator

DAN WILLIAMS COMPANY
SUBMITTAL

DWCO JOB #	0905	**PROJECT NAME**	183 RIVA RIDGE
DATE	11/22/2010	**PROJECT NUMBER**	PTF 2009 (886)
SUBMITTAL NUMBER	196.0000	**CONTROL NUMBER**	0151-04-063, ETC.
		WILLIAMSON CNTY #	(09WC720)

TO: HDR
810 HESTER'S CROSSING
ROUND ROCK, TX. 78681

ATTN: J. PAUL BOWEN, S.E.T.

FROM DAN WILLIAMS COMPANY
1826 KRAMER LANE, SUITE L
AUSTIN, TX 78758
GEORGE MAYFIELD

WE ARE SENDING:

_____	CERTIFICATIONS	_____	PLANS	_____	PRNTS
_____	REPORTS	_____	SHOP DRAWINGS	_____	SAMPLES
_____	RESUBMITTALS	_____	CALCULATION	_____	COPY OF LETTER
_____	PRODUCT DATA	X	OTHER	_____	SUBMITTALS

# COPIES	DATED	BID ITEM	TECH SPEC	DESCRIPTION
6 EA	11/19/2010	VAR	VAR	WORK ZONE STRIPE

A. FURNISH AS SUBMITTED
B. FURNISH AS NOTED
C. REVISE AND RESUBMIT
D. REJECTED
E. ENGINEERS REVIEW NOT REQUIRED

This review is for general conformance with design concept only. Any deviation from plans or specifications not clearly noted by the Contractor has not been reviewed. Review shall not constitute a complete check of detailed dimensions or count or serve to relieve the Contractor of contractual responsibility for any error or deviation from contract requirements.

HDR ENGINEERING, INC.
TEXAS P.E. FIRM REGISTRATION NO. F-754
SUBMITTAL NO: 196.0000 DATE: 6/9/11
BY: _____

NOTE:

TOTAL **$ 6,201.00**

DWCO has reviewed this suppliers submittal and to the best of our knowledge, the material meets or exceeds the requirements of the approved project plans, specifications, and TxDOT standard specifications or other specifications referenced or contained therein.

These are transmitted for:

X **REVIEW AND APPROVAL**

_____ **FOR YOUR FILES**

SIGN: _____

ITEM	DESCRIPTION	QTY	UNITS	UNIT ($)	TOTAL ($)
662-2067	WK ZN PAV MARK REMOV (W) 4" SLD	500.00	LF	$0.58	$291.50
662-2099	WK ZN PAV MARK REMOV (Y) 4" SLD	500.00	LF	$0.58	$291.50
662-2106	WK ZN PAV MARK REMOV (Y) 24" SLD	500.00	LF	$7.95	$3,975.00
672-2017	REFL PAV MRKR TY II-C-R	500.00	EA	$3.29	$1,643.00
TOTAL					**$6,201.00**

CHANGE ORDER

D.I.J. CONSTRUCTION, INC.
P.O. BOX 1609
BERTRAM, TEXAS 78605
(512) 355-2766
(512) 355-2392 Fax

Quote Prepared For: Dan Williams Company

November 19, 2010

RE: Williamson County - US 183 from Riva Ridge to SH 29

ITEM		DESCRIPTION	UNIT	UNIT PRICE
662	2067	WK ZN PAV MRK REMOV (W) 4' (SLD)	LF	0.55
662	2099	WK ZN PAV MRK REMOV (Y) 4' (SLD)	LF	0.55
662	2106	WK ZN PAV MRK REMOV (Y) 24' (SLD)	LF	7.50
672	2017	REFL PAV MRKR TY II-C-R	EA	3.10

Accepted By:

_____

Submitted By:

Terry Nix
Estimator

DAN WILLIAMS COMPANY
SUBMITTAL

Received: HDR
Date: 12/3/10

DWCO JOB #	0905	**PROJECT NAME**	183 RIVA RIDGE
DATE	12/3/2010	**PROJECT NUMBER**	PTF 2009 (886)
SUBMITTAL NUMBER	198.0000	**CONTROL NUMBER**	0151-04-063, ETC.
		WILLIAMSON CNTY #	(09WC720)

TO: HDR
810 HESTER'S CROSSING
ROUND ROCK, TX. 78681

ATTN: J. PAUL BOWEN, S.E.T.

FROM DAN WILLIAMS COMPANY
1826 KRAMER LANE, SUITE L
AUSTIN, TX 78758
GEORGE MAYFIELD

WE ARE SENDING:

_____ CERTIFICATIONS	_____ PLANS	_____ PRNTS
_____ REPORTS	_____ SHOP DRAWINGS	_____ SAMPLES
_____ RESUBMITTALS	_____ CALCULATION	_____ COPY OF LETTER
_____ PRODUCT DATA	__X__ OTHER	_____ SUBMITTALS

# COPIES	DATED	BID ITEM	TECH SPEC	DESCRIPTION
6 EA	11/24/2010	VAR	VAR	WORK ZONE STRIPE

NOTE:

TOTAL $ 116.60

A. FURNISH AS SUBMITTED
B. FURNISH AS NOTED
C. REVISE AND RESUBMIT
D. REJECTED
E. ENGINEERS REVIEW NOT REQUIRED

This review is for general conformance with design concept only. Any deviation from plans or specifications not clearly noted by the Contractor has not been reviewed. Review shall not constitute a complete check of detailed dimensions or count or serve to relieve the Contractor of contractual responsibility for any error or deviation from contract requirements.

HDR ENGINEERING, INC.
TEXAS P.E. FIRM REGISTRATION NO. F-754
SUBMITTAL NO: 198.0000 DATE: 6/9/11
BY: _____

DWCO has reviewed this suppliers submittal and to the best of our knowledge, the material meets or exceeds the requirements of the approved project plans, specifications, and TxDOT standard specifications or other specifications referenced or contained therein.

These are transmitted for:

__X__ **REVIEW AND APPROVAL**

_____ **FOR YOUR FILES**

SIGN: _____

ITEM	DESCRIPTION	REVISED QTY	UNITS	UNIT ($)	TOTAL ($)
662-2012	WK ZN PAV MRK NON REMOV (W) 8" (SLD)	100.00	LF	$0.53	$53.00
662-2064	WK ZN PAV MRK REMOV (W) 4" (BRK)	100.00	LF	$0.64	$63.60
TOTAL					**$116.60**

CHANGE ORDER

D.I.J. CONSTRUCTION, INC.
P.O. BOX 1609
BERTRAM, TEXAS 78605
(512) 355-2766
(512) 355-2392 Fax

Quote Prepared For: Dan Williams Company

November 24, 2010

RE: Williamson County - US 183 from Riva Ridge to SH 29

ITEM		DESCRIPTION	UNIT	UNIT PRICE
662	2012	WK ZN PAV MRK NON REMOV (W) 8' (SLD)	LF	0.50
662	2064	WK ZN PAV MRK REMOV (W) 4' (BRK)	LF	0.60

Submitted By:

Terry Nix
Estimator

HDR | ONE COMPANY *Many Solutions*℠

Transmittal

Attention: George Mayfield	Date: 06-13-2011	Job No: 09WC720
To: Dan Williams Company P.O. Box 80069 Austin, TX 78708		Phone:

Regarding: US 183 – Riva Ridge Drive to SH 29

We are sending you: ☒ **Attached** ☐ **Under separate cover via _____ the following items**

☐ Shop drawings ☐ Prints ☐ Plans ☐ Samples ☐ Specifications

☐ Copy of letter ☐ Change Order ☒ Other Submittal

Copies	Date	No.	Description
1	06-09-2011	253.0000	Submittal No. 253.0000 TEMP TAB PRICE PROPOSAL

These are transmitted as checked below:

☐ For approval ☒ Furnish as submitted ☐ Resubmit _____ copies for approval

☒ For your use ☐ Furnish as noted ☐ Submit _____ copies for distribution

☐ As requested ☐ Revise and Resubmit ☐ Return _ of each executed document with comments

☐ For review/comment ☐ Rejected ☐ Approved by construction inspector and sent to HNTB for processing.

☐ Prints returned after loan to us

☐ For bids due _____ ☐ Exceptions as Noted

Remarks

Copy to HNTB –James Klotz, P.E. via email
Laura Harris, P.E. via email
Tiffany McConnell via email

Signed: J. Paul Bowen, S.E.T.

If enclosures are not as noted, please notify us at once

File: 3.8.3

HDR Engineering, Inc.

810 Hesters Crossing
Suite 120
Round Rock, TX, 78681

Phone (512) 685-2900
Fax (512) 685-2901
www.hdrinc.com

DAN WILLIAMS COMPANY
SUBMITTAL

Received HDR
Date: 6/9/11

DWCO JOB #	0905	**PROJECT NAME**	183 RIVA RIDGE
DATE	6/9/2011	**PROJECT NUMBER**	PTF 2009 (886)
SUBMITTAL NUMBER	253.0000	**CONTROL NUMBER**	0151-04-063, ETC.
		WILLIAMSON CNTY #	(09WC720)

TO: HDR
810 HESTER'S CROSSING
ROUND ROCK, TX. 78681

ATTN: J. PAUL BOWEN, S.E.T.

FROM DAN WILLIAMS COMPANY
1826 KRAMER LANE, SUITE L
AUSTIN, TX 78758
GEORGE MAYFIELD

WE ARE SENDING:

_____ CERTIFICATIONS	_____ PLANS	_____ PRNTS
_____ REPORTS	_____ SHOP DRAWINGS	_____ SAMPLES
_____ RESUBMITTALS	_____ CALCULATION	_____ COPY OF LETTER
_____ PRODUCT DATA	_____ OTHER	__X__ SUBMITTALS

# COPIES	DATED	BID ITEM	TECH SPEC	DESCRIPTION
6 EA	6/8/2011	VAR	VAR	TEMP TAB PRICE PROPOSAL

A. FURNISH AS SUBMITTED ☑
B. FURNISH AS NOTED ☐
C. REVISE AND RESUBMIT ☐
D. REJECTED ☐
E. ENGINEERS REVIEW NOT REQUIRED ☐

This review is for general conformance with design concept only. Any deviation from plans or specifications not clearly noted by the Contractor has not been reviewed. Review shall not constitute a complete check of detailed dimensions or count or serve to relieve the Contractor of contractual responsibility for any error or deviation from contract requirements.

HDR ENGINEERING, INC.
TEXAS P.E. FIRM REGISTRATION NO. F-754
SUBMITTAL NO. 253.0000 DATE: 6/13/11
BY:

NOTE:
1.44 $/EA

DWCO has reviewed this suppliers submittal and to the best of our knowledge, the material meets or exceeds the requirements of the approved project plans, specifications, and TxDOT standard specifications or other specifications referenced or contained therein.

These are transmitted for:

__X__ **REVIEW AND APPROVAL**

_____ **FOR YOUR FILES**

SIGN:

From: Terry Nix <terry@dijconstruction.com>

APAC: $1.00 $/EA
DIJ: $0.35 $/EA
6% DIXIE 0.09 $/EA

To: gmayfield@danwilliamscompany.com
Cc:
Date: Wednesday, June 08, 2011 08:57 am
Subject: RE: US 183 Williamson Co. TABS
Attachments:

We charge $.35 to remove tabs. ⇒ TOTAL : 1.44 $/EA

From: gmayfield@danwilliamscompany.com [mailto:gmayfield@danwilliamscompany.com]
Sent: Wednesday, June 08, 2011 7:34 AM
To: terry@dijconstruction.com
Subject: Fwd: US 183 Williamson Co. TABS

Terry,

Do I need to add anything for you to remove tabs as you stripe?

Let me know?

Thanks,

George Mayfield
Dan Williams Company
512 262-8261

-----Original Message-----
From: Reese, David (Texas Wheeler) [mailto:David.Reese@apac.com]
Sent: Tuesday, June 7, 2011 05:26 PM
To: gmayfield@danwilliamscompany.com
Subject: US 183 Williamson Co. TABS

**********QUOTE**********

WK ZN PAV MRK (TABS) $1.00 EA

- Includes furnishing and initial installation of the tabs.
- Excludes removing tabs.
- Excludes retabbing.
- Work to be performed on new pavement immediately following pavement completion.

Thank you,
David Reese
512.633.5680

From: Reese, David (Texas Wheeler) <David.Reese@apac.com>

To: gmayfield@danwilliamscompany.com
Cc:

Date: Tuesday, June 07, 2011 05:26 pm
Subject: US 183 Williamson Co. TABS
Attachments:

**********QUOTE**********

WK ZN PAV MRK (TABS) $1.00 EA

- Includes furnishing and initial installation of the tabs.
- Excludes removing tabs.
- Excludes retabbing.
- Work to be performed on new pavement immediately following pavement completion.

Thank you,
David Reese
512.633.5680

DAN WILLIAMS COMPANY
SUBMITTAL

Received: HDR
Date: 11/18/10

DWCO JOB #	0905	**PROJECT NAME**	183 RIVA RIDGE
DATE	11/18/2010	**PROJECT NUMBER**	PTF 2009 (886)
SUBMITTAL NUMBER	175.1000	**CONTROL NUMBER**	0151-04-063, ETC.
		WILLIAMSON CNTY #	(09WC720)

TO: HDR
810 HESTER'S CROSSING
ROUND ROCK, TX. 78681

ATTN: J. PAUL BOWEN, S.E.T.

FROM DAN WILLIAMS COMPANY
1826 KRAMER LANE, SUITE L
AUSTIN, TX 78758
GEORGE MAYFIELD

WE ARE SENDING:

_____ CERTIFICATIONS	_____ PLANS	_____ PRNTS
_____ REPORTS	_____ SHOP DRAWINGS	_____ SAMPLES
_____ RESUBMITTALS	_____ CALCULATION	_____ COPY OF LETTER
_____ PRODUCT DATA	__X__ OTHER	_____ SUBMITTALS

# COPIES	DATED	BID ITEM	TECH SPEC	DESCRIPTION
6 EA	11/18/2010			ARROWS/ELIM ARROWS & WORDS CO REVISED

A. FURNISH AS SUBMITTED
B. FURNISH AS NOTED
C. REVISE AND RESUBMIT
D. REJECTED
E. ENGINEERS REVIEW NOT REQUIRED

This review is for general conformance with design concept only. Any deviations from plans or specifications not clearly noted by the Contractor has not been reviewed. Review shall not constitute a complete check of detailed dimensions or count or serve to relieve the Contractor of contractual responsibility for any error or deviation from contract requirements.

HDR ENGINEERING, INC.
TEXAS P.E. FIRM REGISTRATION NO. F-754
SUBMITTAL NO: 175.1000 DATE: 1/19/11
BY: _____

NOTE:

TOTAL $ 254.40

DWCO has reviewed this suppliers submittal and to the best of our knowledge, the material meets or exceeds the requirements of the approved project plans, specifications, and TxDOT standard specifications or other specifications referenced or contained therein.

These are transmitted for:

__X__ **REVIEW AND APPROVAL**

_____ **FOR YOUR FILES**

SIGN: _____

ITEM	DESCRIPTION	QTY	UNITS	UNIT ($)	TOTAL ($)
1	REFL PAV MRK TY I (W)(COMBO ARROW)	1.00	EA	$137.80	$137.80
2	ELIMINATE EXISTING PAV MRK & MRKS (ARROW)	1.00	EA	$58.30	$58.30
3	ELIMINATE EXISTING PAV MRK & MRKS (WORD)	1.00	EA	$58.30	$58.30
TOTAL					$254.40

Quote
Prepared
For: Dan Williams Company

D.I.J. CONSTRUCTION, INC.
P.O. BOX 1609
BERTRAM, TEXAS 78605
(512) 355-2766
(512) 355-2392 Fax

August 19, 2009

Project: Williamson County - US 183 from Riva Ridge to SH 29

ITEM	DESCRIPTION	UNIT	UNIT PRICE
	REFL PAV MRK TY I (W) (COMBO ARROW)	EA	130.00

Accepted By:

Submitted By:

Terry Nix
Estimator

D.I.J. CONSTRUCTION, INC.
P.O. BOX 1609
BERTRAM, TEXAS 78605
(512) 355-2766
(512) 355-2392 Fax

Quote Prepared For: Dan Williams

September 23, 2010

RE: Williamson County - US 183 from Riva Ridge to SH 29

ITEM	DESCRIPTION	UNIT	UNIT PRICE
677 2008	ELIM EXT PAV MRK & MRKS (ARROW)	EA	$55.00

NOTES: >> ABOVE ITEM IS PRICE FOR WORK WE DID ON A RECENT WORK ORDER. THERE IS NOT CURRENTLY A BID ITEM FOR THIS WORK.

Submitted By:

Terry Nix
Estimator

D.I.J. CONSTRUCTION, INC.
P.O. BOX 1609
BERTRAM, TEXAS 78605
(512) 355-2766
(512) 355-2392 Fax

Quote
Prepared
For: Dan Williams Company

November 17, 2010

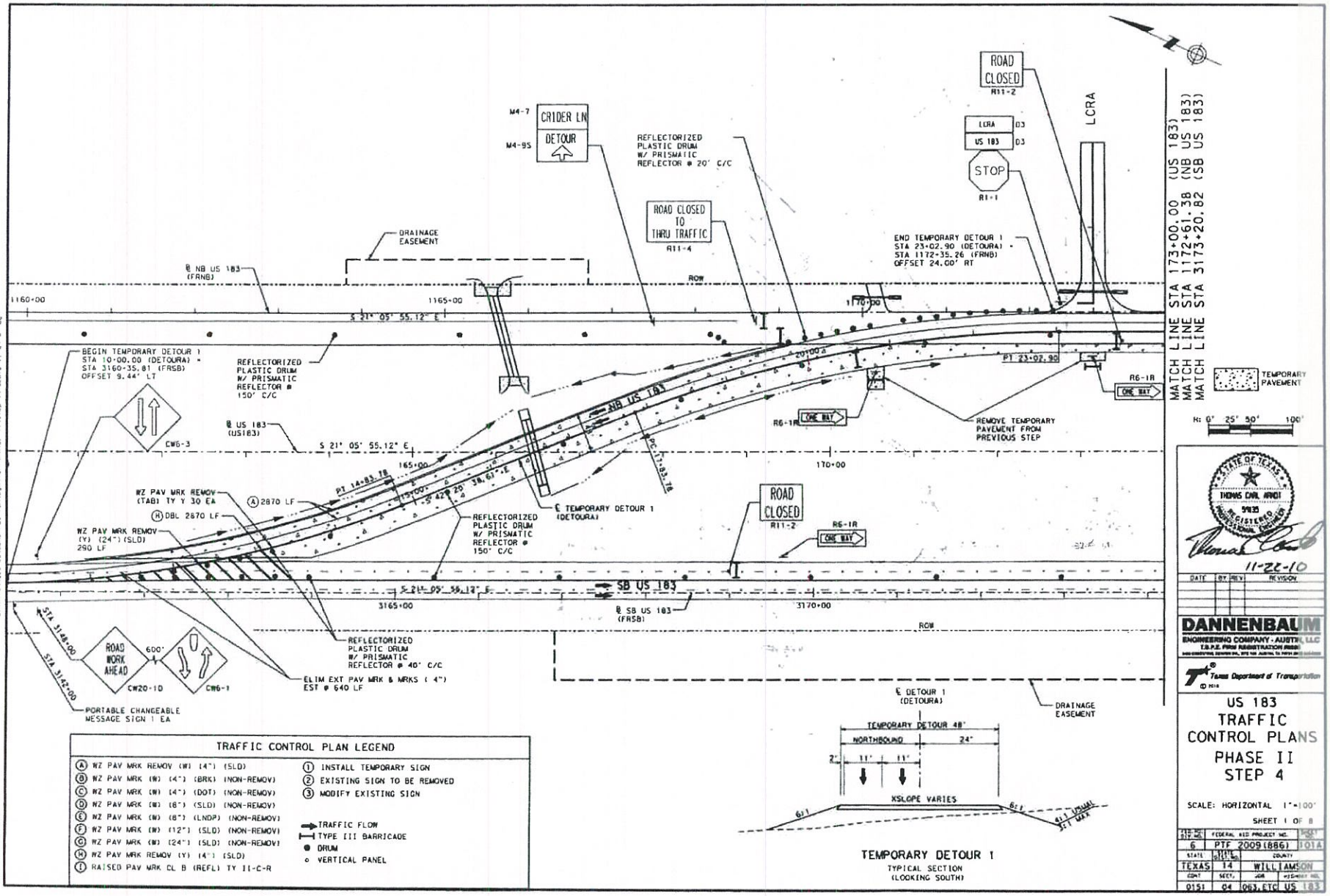
PROJECT: Williamson County - US 183 from Riva Ridge to SH 29

ITEM		DESCRIPTION	UNIT	QTY	UNIT PRICE
677	2018	ELIM EXT PAV MRK & MRKS (WORD)	EA		$55.00

Accepted By:

Submitted By:

Terry Nix
Estimator



TRAFFIC CONTROL PLAN LEGEND

- Ⓐ WZ PAV MRK REMOV (W) (4") (SLD)
- Ⓑ WZ PAV MRK (W) (4") (BRK) (NON-REMOV)
- Ⓒ WZ PAV MRK (W) (4") (DOT) (NON-REMOV)
- Ⓓ WZ PAV MRK (W) (8") (SLD) (NON-REMOV)
- Ⓔ WZ PAV MRK (W) (8") (LNDP) (NON-REMOV)
- Ⓕ WZ PAV MRK (W) (12") (SLD) (NON-REMOV)
- Ⓖ WZ PAV MRK (W) (24") (SLD) (NON-REMOV)
- Ⓗ WZ PAV MRK REMOV (Y) (4") (SLD)
- Ⓘ RAISED PAV MRK CL B (REFL) TY II-C-R

- ① INSTALL TEMPORARY SIGN
- ② EXISTING SIGN TO BE REMOVED
- ③ MODIFY EXISTING SIGN

- TRAFFIC FLOW
- TYPE III BARRICADE
- DRUM
- VERTICAL PANEL

THOMAS CARL ARNDT
94135
REGISTERED PROFESSIONAL ENGINEER
11-22-10

DATE	BY	REV.	REVISION

DANNENBAUM
ENGINEERING COMPANY - AUSTIN, LLC
T.B.P.E. FIRM REGISTRATION #

Texas Department of Transportation

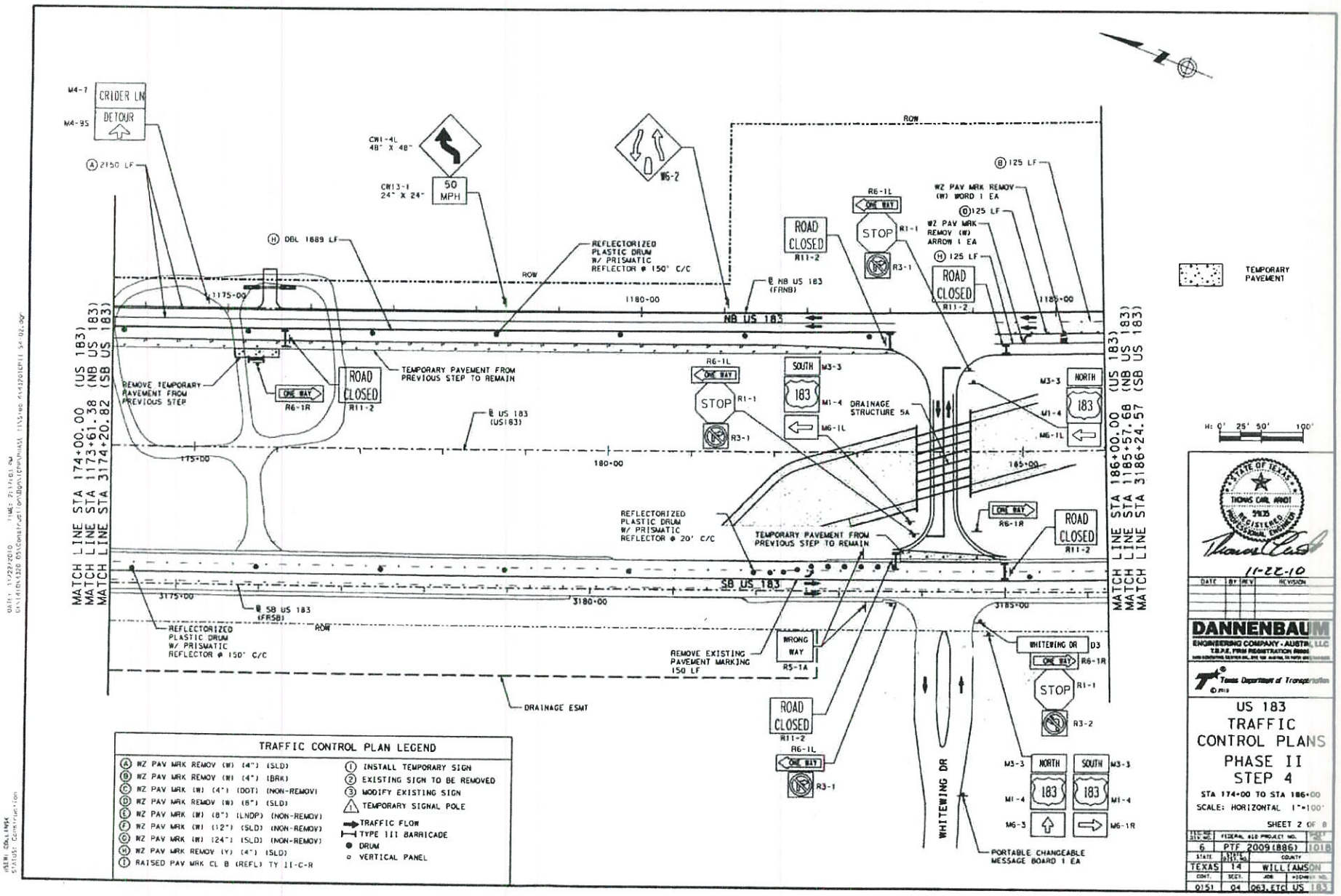
US 183 TRAFFIC CONTROL PLANS PHASE II STEP 4

SCALE: HORIZONTAL 1"=100'

SHEET 1 OF 8

DIST. NO.	FEDERAL AID PROJECT NO.	SHEET NO.
6	PTF 2009(886)	101A
STATE	DIST. NO.	COUNTY
TEXAS	14	WILLIAMSON
CONT.	SECT.	JOB
0151	04	063, ETC US 183

DATE: 11/22/2010 TIME: 12:08:54 PM
D:\141\04320-03\Construction\Plans\PHASE II\Step 4\04320P111 54 0' 60"
DGN: DEL_IN64
514154 Construction



TRAFFIC CONTROL PLAN LEGEND

- Ⓐ WZ PAV MRK REMOV (W) (4") (SLD)
- Ⓑ WZ PAV MRK REMOV (W) (4") (BRK)
- Ⓒ WZ PAV MRK (W) (4") (DOT) (NON-REMOV)
- Ⓓ WZ PAV MRK REMOV (W) (8") (SLD)
- Ⓔ WZ PAV MRK (W) (8") (LNDP) (NON-REMOV)
- Ⓕ WZ PAV MRK (W) (12") (SLD) (NON-REMOV)
- Ⓖ WZ PAV MRK (W) (24") (SLD) (NON-REMOV)
- Ⓜ WZ PAV MRK REMOV (Y) (4") (SLD)
- Ⓡ RAISED PAV MRK CL B (REFL) TY II-C-R

- ① INSTALL TEMPORARY SIGN
- ② EXISTING SIGN TO BE REMOVED
- ③ MODIFY EXISTING SIGN
- △ TEMPORARY SIGNAL POLE
- ➡ TRAFFIC FLOW
- TYPE III BARRICADE
- ● DRUM
- ○ VERTICAL PANEL

STATE OF TEXAS
THOMAS CARL ARNDT
91635
REGISTERED PROFESSIONAL ENGINEER

11-22-10

DATE	BY	REV.	REVISION

DANNENBAUM
ENGINEERING COMPANY - AUSTIN, LLC
T.B.P.E. FIRM REGISTRATION #####

Texas Department of Transportation

US 183 TRAFFIC CONTROL PLANS PHASE II STEP 4

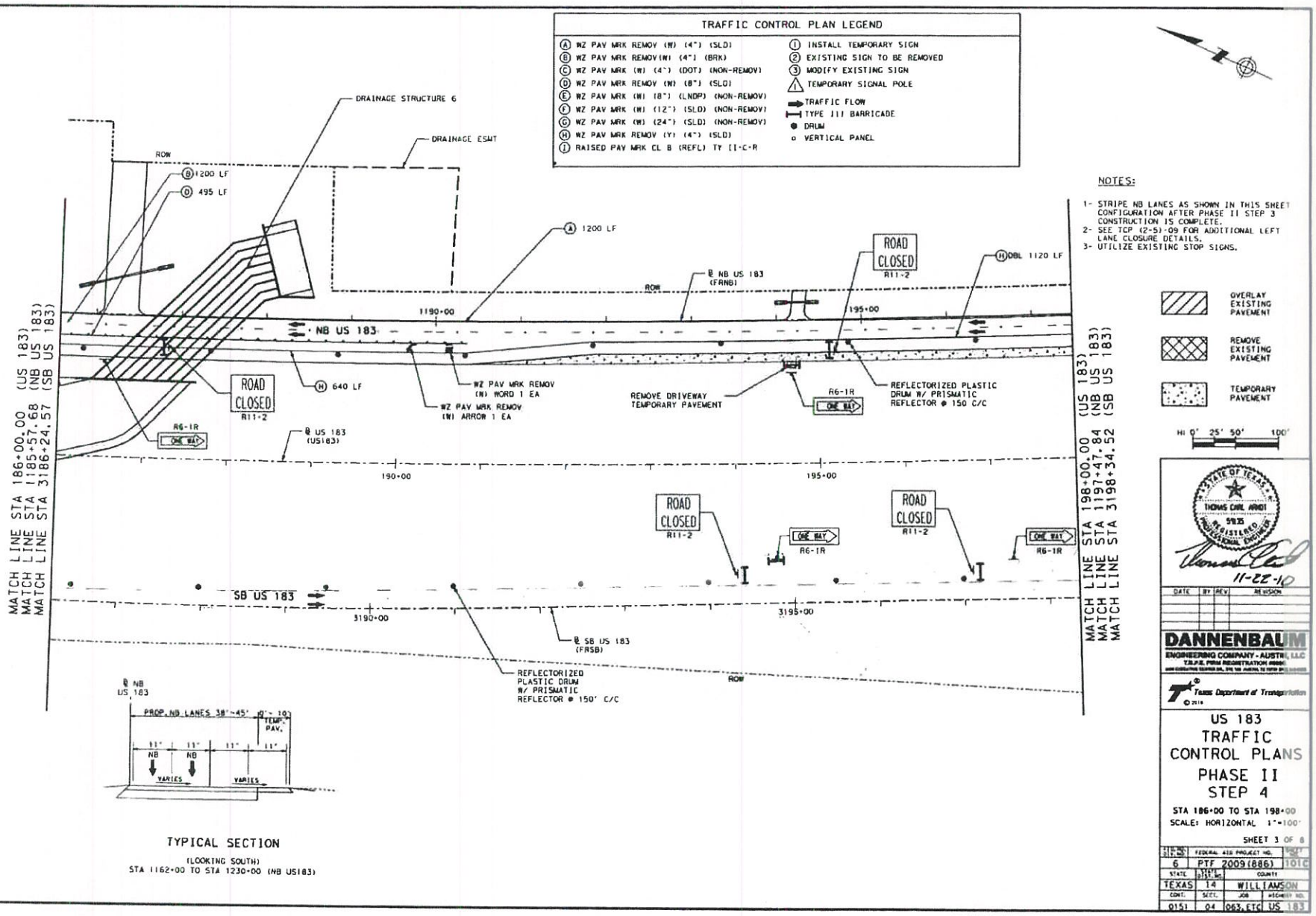
STA 174+00 TO STA 186+00

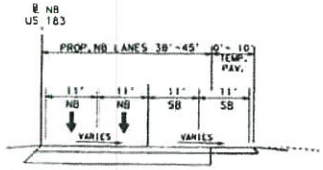
SCALE: HORIZONTAL 1"=100'

SHEET 2 OF 8

DIST.	COUNTY	FEDERAL AID PROJECT NO.	SHT. NO.
6		PTF 2009(886)	1018
STATE	DIST.	COUNTY	
TEXAS	14	WILLIAMSON	
CONT.	SECT.	JOB	HIGHWAY NO.
0151	04	063, ETC	US 183

DATE: 11/22/2010
G:\14\0\4\126 Documents\Traffic\Sheets\TCP\PHASE II STEP 4\TCP2PH2ST4 SHEET 2.dgn
USER: COLLINSK
STATUS: Construction


TRAFFIC CONTROL PLAN LEGEND
(A) WZ PAV MRK REMOV (W) (4") (SLD)
(B) WZ PAV MRK REMOV(W) (4") (BRK)
(C) WZ PAV MRK (W) (4") (DOT) (NON-REMOV)
(D) WZ PAV MRK REMOV (W) (8") (SLD)
(E) WZ PAV MRK (W) (8") (LNDP) (NON-REMOV)
(F) WZ PAV MRK (W) (12") (SLD) (NON-REMOV)
(G) WZ PAV MRK (W) (24") (SLD) (NON-REMOV)
(H) WZ PAV MRK REMOV (Y) (4") (SLD)
(J) RAISED PAV MRK CL B (REFL) TY II-C-R
(1) INSTALL TEMPORARY SIGN
(2) EXISTING SIGN TO BE REMOVED
(3) MODIFY EXISTING SIGN
TEMPORARY SIGNAL POLE
TRAFFIC FLOW
TYPE III BARRICADE
DRUM
VERTICAL PANEL
NOTES:
1- STRIPE NB LANES AS SHOWN IN THIS SHEET CONFIGURATION AFTER PHASE II STEP 3 CONSTRUCTION IS COMPLETE.
2- SEE TCP (2-5)-09 FOR ADDITIONAL LEFT LANE CLOSURE DETAILS.
3- UTILIZE EXISTING STOP SIGNS.
OVERLAY EXISTING PAVEMENT
REMOVE EXISTING PAVEMENT
TEMPORARY PAVEMENT
DRAINAGE STRUCTURE 6
DRAINAGE ESMT
ROW
(B) 1200 LF
(D) 495 LF
(A) 1200 LF
(H) DBL 1120 LF
(H) 640 LF
@ NB US 183 (FRNB)
@ US 183 (US183)
@ SB US 183 (FRSB)
NB US 183
SB US 183
1190+00
1195+00
3190+00
3195+00
ROAD CLOSED R11-2
R6-1R ONE WAY
WZ PAV MRK REMOV (W) WORD 1 EA
WZ PAV MRK REMOV (W) ARROW 1 EA
REMOVE DRIVEWAY TEMPORARY PAVEMENT
REFLECTORIZED PLASTIC DRUM W/ PRISMATIC REFLECTOR @ 150 C/C
REFLECTORIZED PLASTIC DRUM W/ PRISMATIC REFLECTOR @ 150' C/C
MATCH LINE STA 186+00.00 (US 183)
MATCH LINE STA 1185+57.68 (NB US 183)
MATCH LINE STA 3186+24.57 (SB US 183)
MATCH LINE STA 198+00.00 (US 183)
MATCH LINE STA 1197+47.84 (NB US 183)
MATCH LINE STA 3198+34.52 (SB US 183)
@ NB US 183
PROP. NB LANES 38'-45'
TEMP. PAV.
11' 11' 11' 11'
NB NB
VARIES VARIES
TYPICAL SECTION
(LOOKING SOUTH)
STA 1162+00 TO STA 1230+00 (NB US183)
HI 0' 25' 50' 100'
STATE OF TEXAS
THOMAS CARL ARNDT
59135
REGISTERED PROFESSIONAL ENGINEER
11-22-10
DATE BY REV. REVISION
DANNENBAUM
ENGINEERING COMPANY - AUSTIN, LLC
T.B.P.E. FIRM REGISTRATION #8806
Texas Department of Transportation
© 2010
US 183
TRAFFIC CONTROL PLANS
PHASE II
STEP 4
STA 186+00 TO STA 198+00
SCALE: HORIZONTAL 1"=100'
SHEET 3 OF 8
FEDERAL AID PROJECT NO.
6 PTF 2009(886)
STATE TEXAS
DIST. NO. 14
COUNTY WILLIAMSON
CONT. 0151 SECT. 04 JOB 063,ETC HIGHWAY NO. US 183



TYPICAL SECTION

(LOOKING SOUTH)
STA 1162+00 TO STA 1230+00 (NB US183)

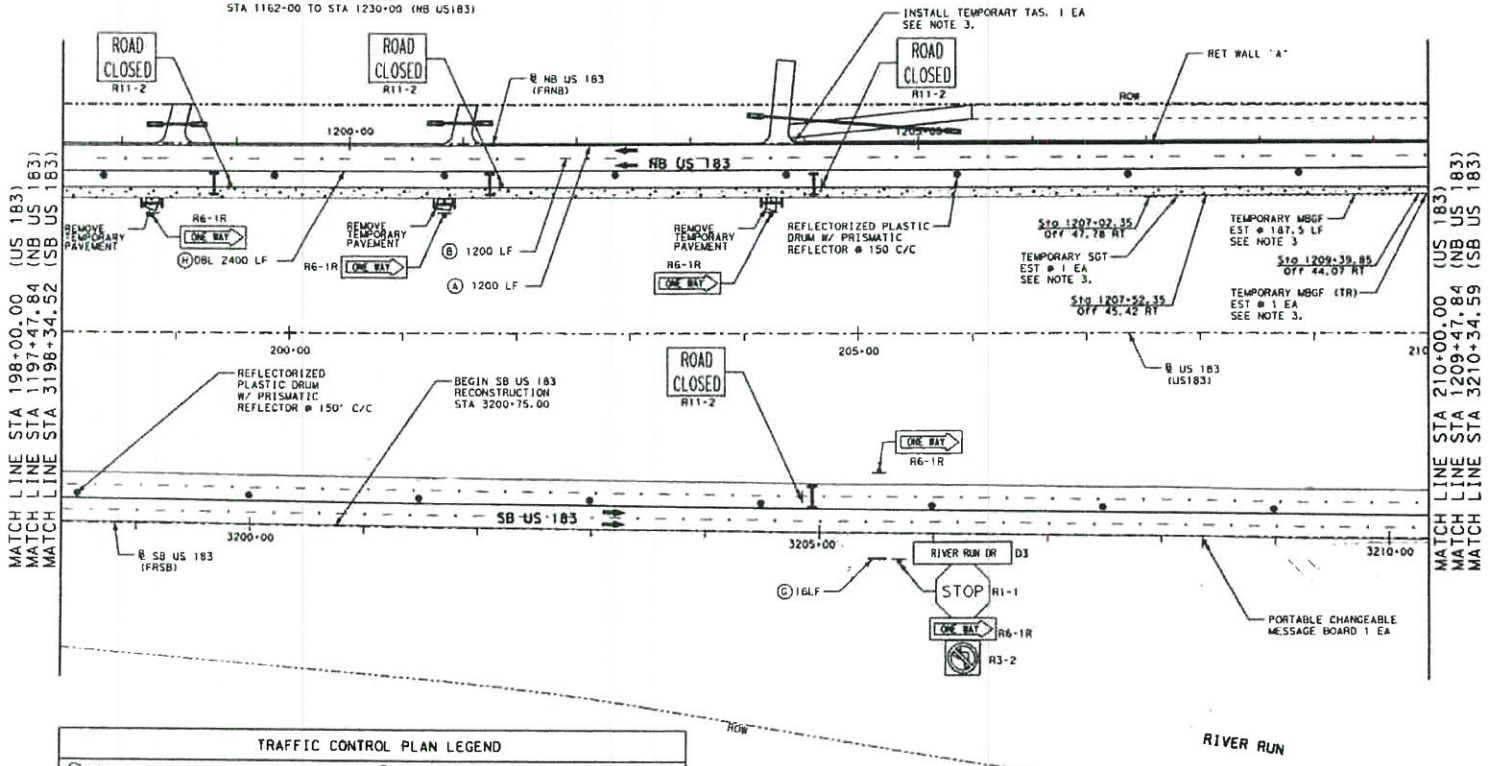
NOTES:

1- STRIPE NB LANES AS SHOWN IN THIS SHEET CONFIGURATION AFTER PHASE II STEP 3 CONSTRUCTION IS COMPLETE.

2- DURING SB LANES RECONSTRUCTION & OVERLAY ACTIVITIES THE US 183 SB TRAFFIC WILL BE SWITCHED TO DETOUR 1 & 2 AND THE NEWLY CONSTRUCTED SEGMENT OF THE NB FROM STA 1172+00 TO STA 1230+00 (FRNB).

3- SEE SHEET 293 FOR BRIDGE END DETAILS, SHEET 296 FOR METAL BEAM GUARD FENCE DETAILS, SHEET 297 FOR METAL BEAM GUARD FENCE TRANSITION DETAILS, AND SHEETS 299 AND 300 FOR SINGLE GUARDRAIL TERMINAL DETAILS.

4- UTILIZE EXISTING STOP SIGNS.



TEMPORARY PAVEMENT

H: 0' 25' 50' 100'

TRAFFIC CONTROL PLAN LEGEND

- (A) WZ PAV MRK REMOV (W) (4") (SLD)
- (B) WZ PAV MRK (W) REMOV (4") (BRK)
- (C) WZ PAV MRK (W) (4") (DOT) (NON-REMOV)
- (D) WZ PAV MRK (W) (8") (SLD) (NON-REMOV)
- (E) WZ PAV MRK (W) (8") (LNDP) (NON-REMOV)
- (F) WZ PAV MRK (W) (12") (SLD) (NON-REMOV)
- (G) WZ PAV MRK (W) (24") (SLD) (NON-REMOV)
- (H) WZ PAV MRK REMOV (Y) (4") (SLD)
- (I) RAISED PAV MRK CL B (REFL) TY II-C-R

- (1) INSTALL TEMPORARY SIGN
- (2) EXISTING SIGN TO BE REMOVED
- (3) MODIFY EXISTING SIGN
- TEMPORARY SIGNAL POLE
- TRAFFIC FLOW
- TYPE III BARRICADE
- DRUM
- VERTICAL PANEL

STATE OF TEXAS
THOMAS CARL ARIOT
94131
REGISTERED
PROFESSIONAL ENGINEER

11-22-10

DATE	BY (INIT)	REVISION

DANNENBAUM
ENGINEERING COMPANY - AUSTIN, LLC
T.B.P.E. FIRM REGISTRATION

Texas Department of Transportation

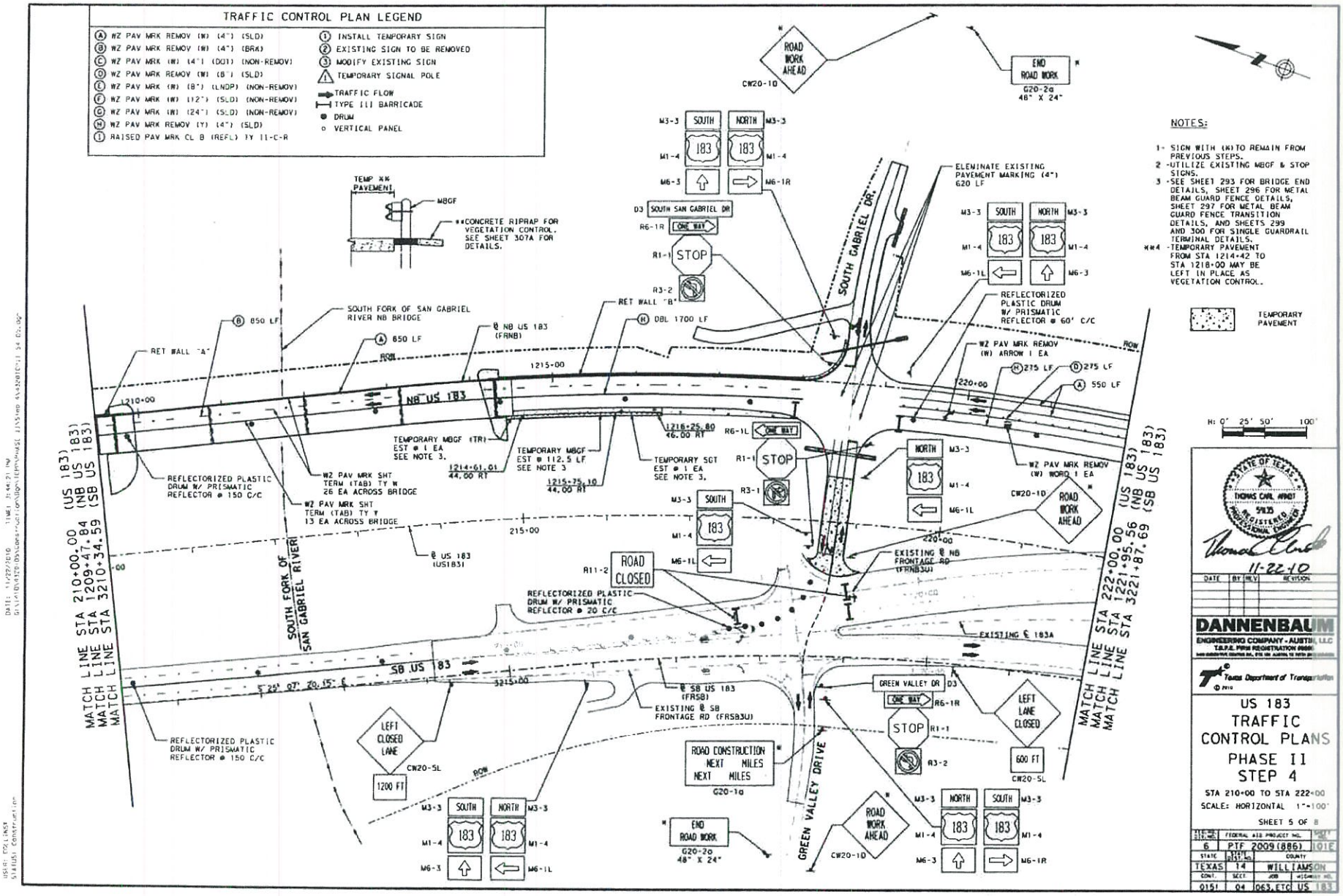
US 183
TRAFFIC CONTROL PLANS
PHASE II
STEP 4

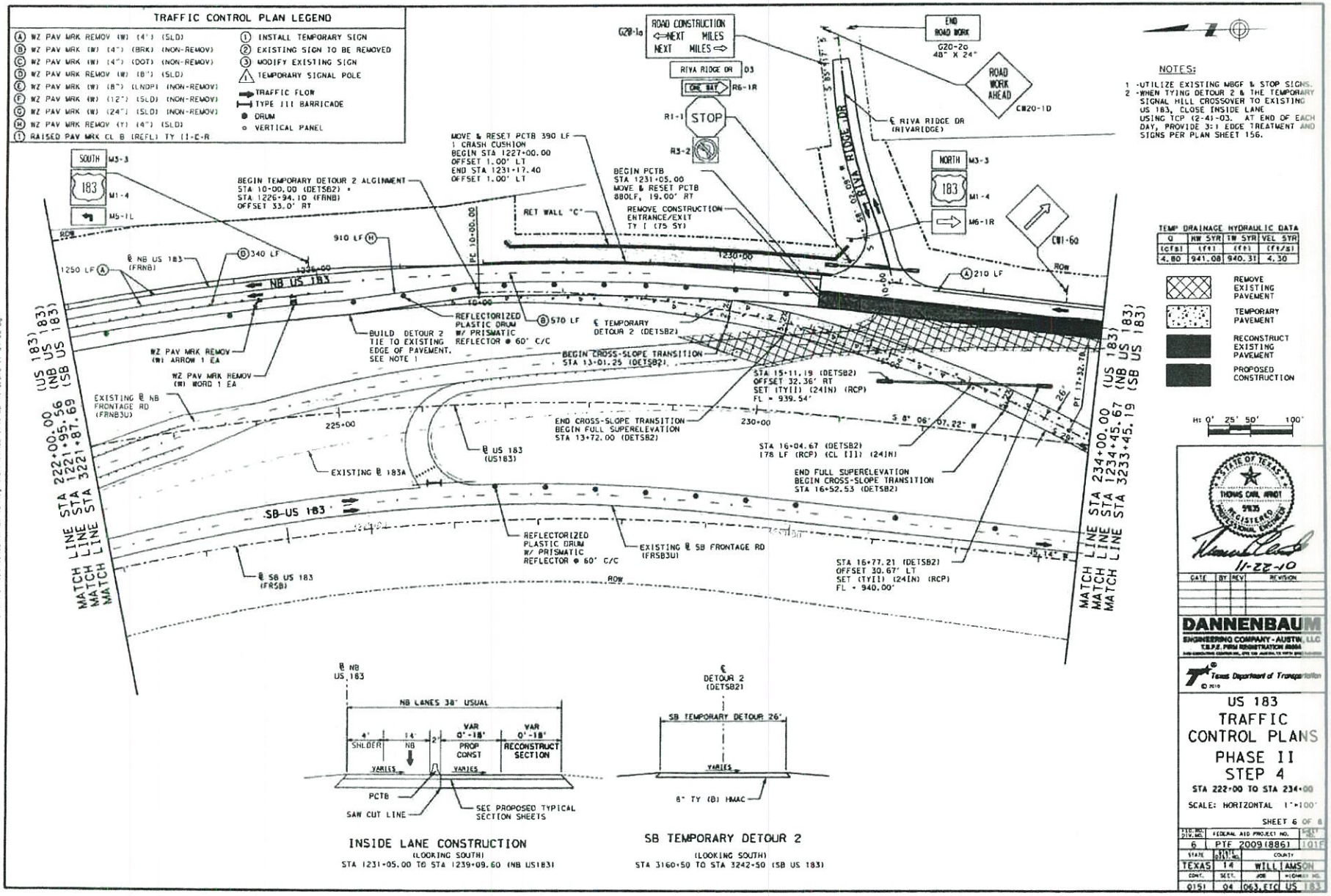
STA 198+00 TO STA 210+00
SCALE: HORIZONTAL 1"=100'

SHEET 4 OF 8

DIST.	FEDERAL AID PROJECT NO.	SHEET NO.
6	PTF 2009(886)	101D
STATE	DIST.	COUNTY
TEXAS	14	WILLIAMSON
CONT.	SECT.	JOB	HIGHWAY NO.
0151	04	063,ETC	US 183

DATE: 11/22/2010 TIME: 3:47:52 PM
C:\TxDOT\Projects\US183\Construction\TEMP\PHASE II\STEP 4\US183_ST4_SHT_01.dgn
USER: DA.THAST
STATION Construction


TRAFFIC CONTROL PLAN LEGEND
(A) WZ PAV MRK REMOV (W) (4") (SLD)
(B) WZ PAV MRK REMOV (W) (4") (BRK)
(C) WZ PAV MRK (W) (4") (DOT) (NON-REMOV)
(D) WZ PAV MRK REMOV (W) (8") (SLD)
(E) WZ PAV MRK (W) (8") (LNDP) (NON-REMOV)
(F) WZ PAV MRK (W) (12") (SLD) (NON-REMOV)
(G) WZ PAV MRK (W) (24") (SLD) (NON-REMOV)
(M) WZ PAV MRK REMOV (Y) (4") (SLD)
(L) RAISED PAV MRK CL B (REFL) (Y) II-C-R
(1) INSTALL TEMPORARY SIGN
(2) EXISTING SIGN TO BE REMOVED
(3) MODIFY EXISTING SIGN
TEMPORARY SIGNAL POLE
TRAFFIC FLOW
TYPE III BARRICADE
DRUM
VERTICAL PANEL
ROAD WORK AHEAD
CW20-1D
END ROAD WORK
G20-2a
48" X 24"
NOTES:
1- SIGN WITH (N) TO REMAIN FROM PREVIOUS STEPS.
2 -UTILIZE EXISTING MBGF & STOP SIGNS.
3 -SEE SHEET 293 FOR BRIDGE END DETAILS, SHEET 296 FOR METAL BEAM GUARD FENCE DETAILS, SHEET 297 FOR METAL BEAM GUARD FENCE TRANSITION DETAILS, AND SHEETS 299 AND 300 FOR SINGLE GUARDRAIL TERMINAL DETAILS.
-TEMPORARY PAVEMENT FROM STA 1214+42 TO STA 1218+00 MAY BE LEFT IN PLACE AS VEGETATION CONTROL.
TEMPORARY PAVEMENT
TEMP ## PAVEMENT
MBGF
##CONCRETE RIPRAP FOR VEGETATION CONTROL. SEE SHEET 307A FOR DETAILS.
SOUTH SAN GABRIEL DR
ONE WAY
STOP
SOUTH GABRIEL DR.
ELEMINATE EXISTING PAVEMENT MARKING (4") 620 LF
REFLECTORIZED PLASTIC DRUM W/ PRISMATIC REFLECTOR @ 60' C/C
WZ PAV MRK REMOV (W) ARROW 1 EA
WZ PAV MRK REMOV (W) WORD 1 EA
275 LF
275 LF
550 LF
850 LF
850 LF
RET WALL "A"
RET WALL "B"
1700 LF
SOUTH FORK OF SAN GABRIEL RIVER NB BRIDGE
@ NB US 183 (FRNB)
ROW
NB US 183
1210+00
1215+00
1220+00
TEMPORARY MBGF (TR) EST @ 1 EA SEE NOTE 3.
TEMPORARY MBGF EST @ 112.5 LF SEE NOTE 3
TEMPORARY SGT EST @ 1 EA SEE NOTE 3.
1214+61.01 44.00 RT
1215+75.10 44.00 RT
1216+25.80 46.00 RT
REFLECTORIZED PLASTIC DRUM W/ PRISMATIC REFLECTOR @ 150 C/C
WZ PAV MRK SHT TERM (TAB) TY W 26 EA ACROSS BRIDGE
WZ PAV MRK SHT TERM (TAB) TY Y 13 EA ACROSS BRIDGE
@ US 183 (US183)
215+00
SOUTH FORK OF SAN GABRIEL RIVER
ROAD CLOSED
R11-2
REFLECTORIZED PLASTIC DRUM W/ PRISMATIC REFLECTOR @ 20 C/C
EXISTING @ NB FRONTAGE RD (FRNB3U)
EXISTING @ 183A
SB US 183
S 25° 07' 20.15" E
3215+00
@ SB US 183 (FRSB)
EXISTING @ SB FRONTAGE RD (FRSB3U)
REFLECTORIZED PLASTIC DRUM W/ PRISMATIC REFLECTOR @ 150 C/C
LEFT CLOSED LANE
CW20-5L
1200 FT
ROAD CONSTRUCTION NEXT MILES
G20-1a
END ROAD WORK
G20-2a
48" X 24"
GREEN VALLEY DRIVE
GREEN VALLEY DR
LEFT LANE CLOSED
600 FT
MATCH LINE STA 210+00.00 (US 183)
MATCH LINE STA 1209+47.84 (NB US 183)
MATCH LINE STA 3210+34.59 (SB US 183)
MATCH LINE STA 222+00.00 (US 183)
MATCH LINE STA 1221+95.56 (NB US 183)
MATCH LINE STA 3221+87.69 (SB US 183)
H: 0' 25' 50' 100'
THOMAS CARL ARNDT
STATE OF TEXAS
REGISTERED PROFESSIONAL ENGINEER
11-22-10
DATE BY REV REVISION
DANNENBAUM
ENGINEERING COMPANY - AUSTIN, LLC
T.B.P.E. FIRM REGISTRATION #9809
Texas Department of Transportation
US 183
TRAFFIC CONTROL PLANS
PHASE II
STEP 4
STA 210+00 TO STA 222+00
SCALE: HORIZONTAL 1"=100'
SHEET 5 OF 8
DIST. 6
FEDERAL AID PROJECT NO. PTF 2009(886)
SHEET NO. 101E
STATE TEXAS
DIST. 14
COUNTY WILLIAMSON
CONT. 0151
SECT. 04
JOB 063, ETC
HIGHWAY NO. US 183



THOMAS CARL ARNDT 91135 REGISTERED PROFESSIONAL ENGINEER
11-22-10

DATE	BY	REV	REVISION

DANNENBAUM ENGINEERING COMPANY - AUSTIN, LLC
T.B.P.E. FIRM REGISTRATION #8004

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US 183 TRAFFIC CONTROL PLANS PHASE II STEP 4

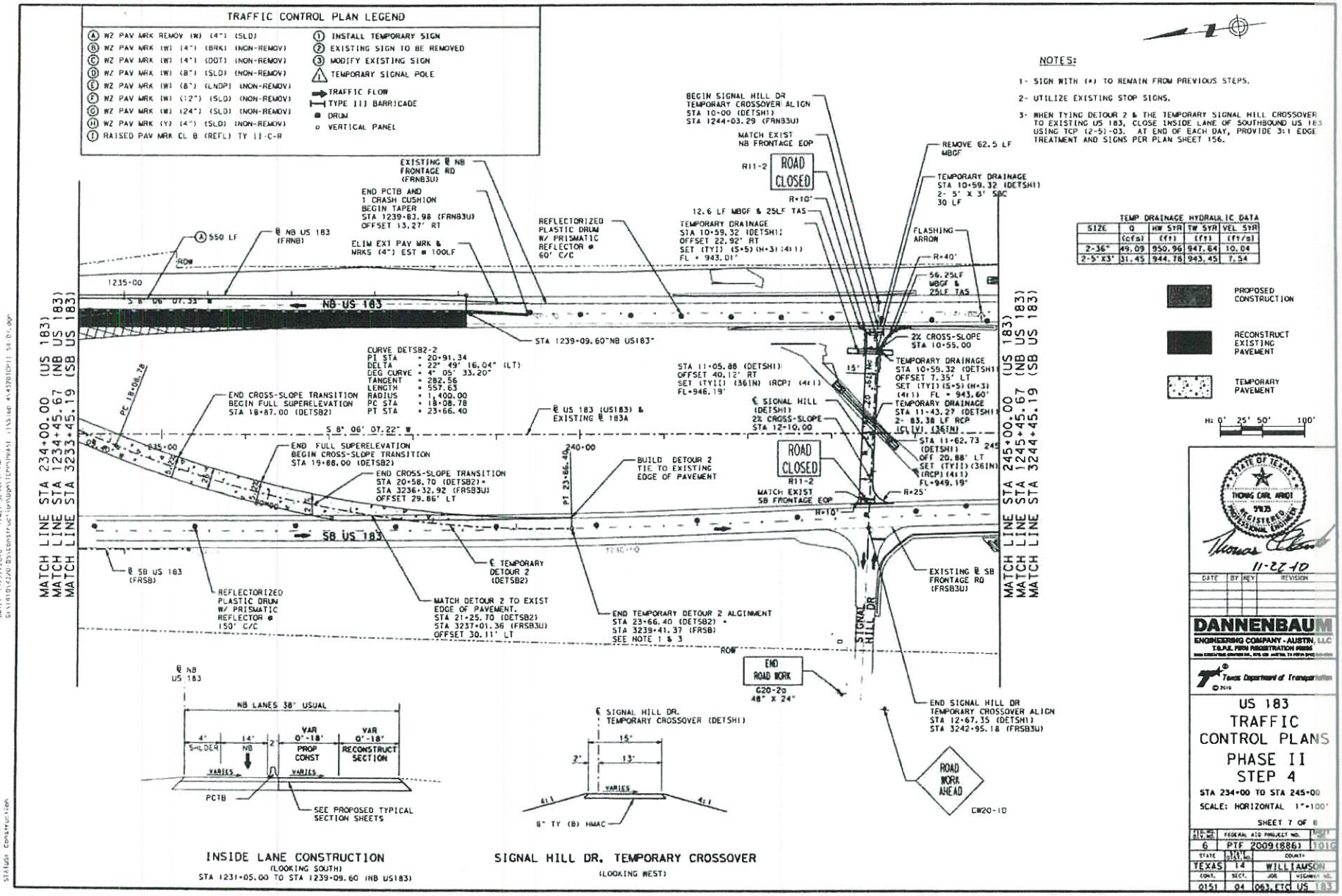
STA 222+00 TO STA 234+00

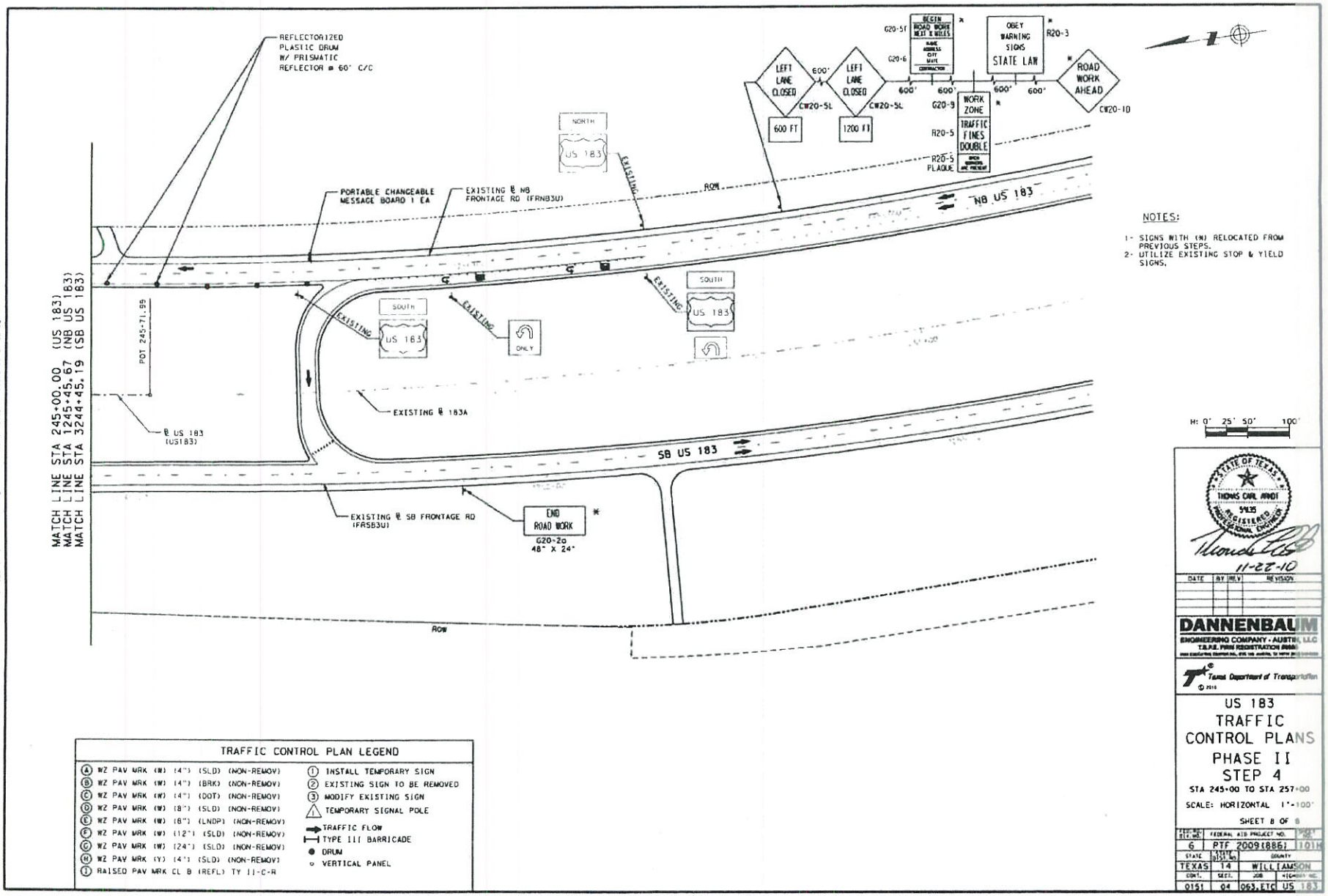
SCALE: HORIZONTAL 1"=100'

SHEET 6 OF 8

DIST. NO.	FEDERAL AID PROJECT NO.		SHEET NO.
6	PTF 2009(886)		101F
STATE	DIST. NO.	COUNTY	
TEXAS	14	WILLIAMSON	
CONT.	SECT.	JOB	HIGHWAY NO.
0151	04	063,ETC	US 183

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USER: COLLINGA
SAVED: Construction


TRAFFIC CONTROL PLAN LEGEND
(A) WZ PAV MRK REMOV (W) (4") (SLD)
(B) WZ PAV MRK (W) (4") (BRK) (NON-REMOV)
(C) WZ PAV MRK (W) (4") (DOT) (NON-REMOV)
(D) WZ PAV MRK (W) (8") (SLD) (NON-REMOV)
(E) WZ PAV MRK (W) (8") (LNDP) (NON-REMOV)
(F) WZ PAV MRK (W) (12") (SLD) (NON-REMOV)
(G) WZ PAV MRK (W) (24") (SLD) (NON-REMOV)
(H) WZ PAV MRK (Y) (4") (SLD) (NON-REMOV)
(I) RAISED PAV MRK CL B (REFL) TY II-C-R
(1) INSTALL TEMPORARY SIGN
(2) EXISTING SIGN TO BE REMOVED
(3) MODIFY EXISTING SIGN
TEMPORARY SIGNAL POLE
TRAFFIC FLOW
TYPE III BARRICADE
DRUM
VERTICAL PANEL
NOTES:
1- SIGN WITH (*) TO REMAIN FROM PREVIOUS STEPS.
2- UTILIZE EXISTING STOP SIGNS.
3- WHEN TYING DETOUR 2 & THE TEMPORARY SIGNAL HILL CROSSOVER TO EXISTING US 183, CLOSE INSIDE LANE OF SOUTHBOUND US 183 USING TCP (2-5)-03. AT END OF EACH DAY, PROVIDE 3:1 EDGE TREATMENT AND SIGNS PER PLAN SHEET 156.
TEMP DRAINAGE HYDRAULIC DATA
SIZE | Q (cfs) | HW STR (ft) | TW STR (ft) | VEL STR (ft/s)
2-36" | 49.09 | 950.96 | 947.64 | 10.04
2-5'X3' | 31.45 | 944.78 | 943.45 | 7.54
PROPOSED CONSTRUCTION
RECONSTRUCT EXISTING PAVEMENT
TEMPORARY PAVEMENT
MATCH LINE STA 234+00.00 (US 183) (NB US 183) (SB US 183)
MATCH LINE STA 1234+45.67 (NB US 183)
MATCH LINE STA 3233+45.19 (SB US 183)
MATCH LINE STA 245+00.00 (US 183) (NB US 183) (SB US 183)
MATCH LINE STA 1245+45.67 (NB US 183)
MATCH LINE STA 3244+45.19 (SB US 183)
NB US 183
SB US 183
BEGIN SIGNAL HILL DR TEMPORARY CROSSOVER ALIGN STA 10+00 (DETSH1) STA 1244+03.29 (FRNB3U)
MATCH EXIST NB FRONTAGE EOP
EXISTING ℄ NB FRONTAGE RD (FRNB3U)
END PCTB AND 1 CRASH CUSHION BEGIN TAPER STA 1239+83.98 (FRNB3U) OFFSET 13.27' RT
ELIM EXT PAV MRK & MRKS (4") EST @ 100LF
REFLECTORIZED PLASTIC DRUM W/ PRISMATIC REFLECTOR @ 60' C/C
12.6 LF MBGF & 25LF TAS
TEMPORARY DRAINAGE STA 10+59.32 (DETSH1) OFFSET 22.92' RT SET (TY1) (S=5) (H=3) (4:1) FL = 943.01'
REMOVE 62.5 LF MBGF
TEMPORARY DRAINAGE STA 10+59.32 (DETSH1) 2- 5' X 3' SBC 30 LF
FLASHING ARROW
56.25LF MBGF & 25LF TAS
2% CROSS-SLOPE STA 10+55.00
TEMPORARY DRAINAGE STA 10+59.32 (DETSH1) OFFSET 7.35' LT SET (TY1) (S=5) (H=3) (4:1) FL = 943.60'
TEMPORARY DRAINAGE STA 11+43.27 (DETSH1) 2- 83.38 LF RCP (CLV) (36IN)
STA 11+62.73 (DETSH1) OFF 20.88' LT SET (TY1) (36IN) (RCP) (4:1) FL=949.19'
STA 11+05.88 (DETSH1) OFFSET 40.12' RT SET (TY1) (36IN) (RCP) (4:1) FL=946.19'
℄ SIGNAL HILL (DETSH1) 2% CROSS-SLOPE STA 12+10.00
CURVE DETSB2-2
PI STA = 20+91.34
DELTA = 22° 49' 16.04" (LT)
DEG CURVE = 4° 05' 33.20"
TANGENT = 282.56
LENGTH = 557.63
RADIUS = 1,400.00
PC STA = 18+08.78
PT STA = 23+66.40
END CROSS-SLOPE TRANSITION BEGIN FULL SUPERELEVATION STA 18+87.00 (DETSB2)
℄ US 183 (US183) & EXISTING ℄ 183A
END FULL SUPERELEVATION BEGIN CROSS-SLOPE TRANSITION STA 19+88.00 (DETSB2)
END CROSS-SLOPE TRANSITION STA 20+58.70 (DETSB2) = STA 3236+32.92 (FRSB3U) OFFSET 29.86' LT
BUILD DETOUR 2 TIE TO EXISTING EDGE OF PAVEMENT
ROAD CLOSED R11-2
MATCH EXIST SB FRONTAGE EOP
℄ TEMPORARY DETOUR 2 (DETSB2)
REFLECTORIZED PLASTIC DRUM W/ PRISMATIC REFLECTOR @ 150' C/C
MATCH DETOUR 2 TO EXIST EDGE OF PAVEMENT, STA 21+25.70 (DETSB2) STA 3237+01.36 (FRSB3U) OFFSET 30.11' LT
END TEMPORARY DETOUR 2 ALGINMENT STA 23+66.40 (DETSB2) = STA 3239+41.37 (FRSB) SEE NOTE 1 & 3
EXISTING ℄ SB FRONTAGE RD (FRSB3U)
END SIGNAL HILL DR TEMPORARY CROSSOVER ALIGN STA 12+67.35 (DETSH1) STA 3242+95.18 (FRSB3U)
END ROAD WORK G20-2a 48" X 24"
ROAD WORK AHEAD CW20-1D
SIGNAL HILL DR
ROW
℄ NB US 183
NB LANES 38' USUAL
4' SHLDR
14' NB
2
VAR 0'-18' PROP CONST
VAR 0'-18' RECONSTRUCT SECTION
VARIES
PCTB
SEE PROPOSED TYPICAL SECTION SHEETS
INSIDE LANE CONSTRUCTION
(LOOKING SOUTH)
STA 1231+05.00 TO STA 1239+09.60 (NB US183)
℄ SIGNAL HILL DR. TEMPORARY CROSSOVER (DETSH1)
15'
2'
13'
4:1
8" TY (B) HMAC
SIGNAL HILL DR. TEMPORARY CROSSOVER
(LOOKING WEST)
STATE OF TEXAS
THOMAS CARL ARNDT
97835
REGISTERED PROFESSIONAL ENGINEER
11-22-10
DATE | BY | REV | REVISION
DANNENBAUM
ENGINEERING COMPANY - AUSTIN, LLC
T.B.P.E. FIRM REGISTRATION #8885
Texas Department of Transportation
US 183
TRAFFIC CONTROL PLANS
PHASE II
STEP 4
STA 234+00 TO STA 245+00
SCALE: HORIZONTAL 1"=100'
SHEET 7 OF 8
FED. RD. DIST. NO. 6
FEDERAL AID PROJECT NO. PTF 2009(886)
SHEET NO. 101G
STATE TEXAS
DIST. NO. 14
COUNTY WILLIAMSON
CONT. 0151
SECT. 04
JOB 063, ETC
HIGHWAY NO. US 183



NOTES:

1- SIGNS WITH (N) RELOCATED FROM PREVIOUS STEPS.
2- UTILIZE EXISTING STOP & YIELD SIGNS.

H: 0' 25' 50' 100'

TRAFFIC CONTROL PLAN LEGEND

- (A) WZ PAV MRK (W) (4") (SLD) (NON-REMOV)
- (B) WZ PAV MRK (W) (4") (BRK) (NON-REMOV)
- (C) WZ PAV MRK (W) (4") (DOT) (NON-REMOV)
- (D) WZ PAV MRK (W) (8") (SLD) (NON-REMOV)
- (E) WZ PAV MRK (W) (8") (LNDP) (NON-REMOV)
- (F) WZ PAV MRK (W) (12") (SLD) (NON-REMOV)
- (G) WZ PAV MRK (W) (24") (SLD) (NON-REMOV)
- (H) WZ PAV MRK (Y) (4") (SLD) (NON-REMOV)
- (I) RAISED PAV MRK CL B (REFL) TY II-C-R

- (1) INSTALL TEMPORARY SIGN
- (2) EXISTING SIGN TO BE REMOVED
- (3) MODIFY EXISTING SIGN
- TEMPORARY SIGNAL POLE
- TRAFFIC FLOW
- TYPE III BARRICADE
- DRUM
- VERTICAL PANEL

STATE OF TEXAS
THOMAS CARL ARNDT
94135
REGISTERED PROFESSIONAL ENGINEER

11-22-10

DATE	BY	REV	REVISION

DANNENBAUM
ENGINEERING COMPANY - AUSTIN, LLC
T.B.P.E. FIRM REGISTRATION #####

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US 183 TRAFFIC CONTROL PLANS PHASE II STEP 4

STA 245+00 TO STA 257+00

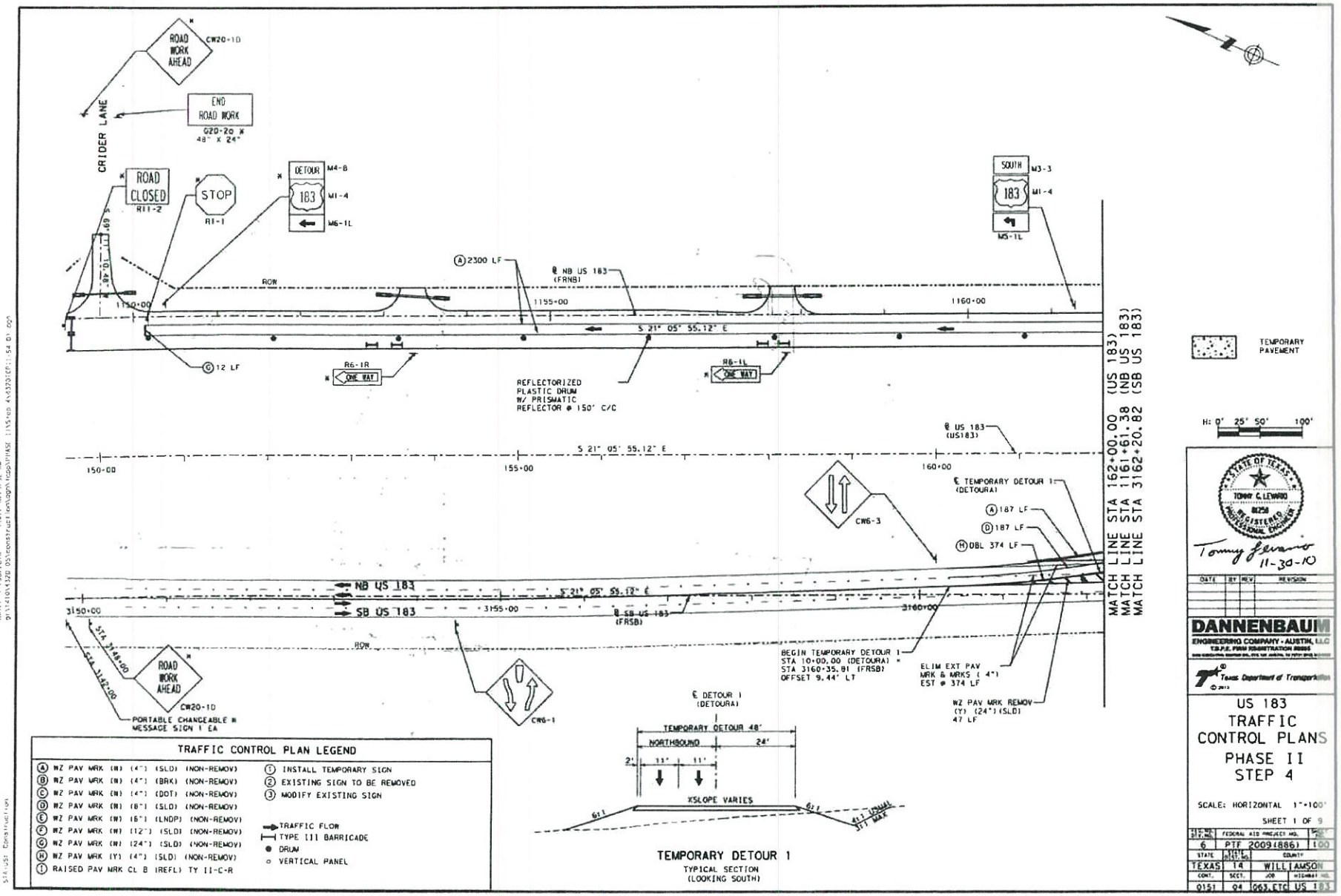
SCALE: HORIZONTAL 1"=100'

SHEET 8 OF 8

FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		SHEET NO.
6	PTF 2009(886)		101H
STATE	DIST.	COUNTY	
TEXAS	14	WILLIAMSON	
CONT.	SECT.	JOB	HIGHWAY NO.
0151	04	063,ETC	US 183

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USER: DOLLINS
STATE: Construction



TOMMY C. LEWIS 81258 REGISTERED PROFESSIONAL ENGINEER
Tommy Lewis 11-30-10

DATE	BY	REV.	REVISION

DANNENBAUM ENGINEERING COMPANY - AUSTIN, LLC
T.B.P.E. FIRM REGISTRATION #6955

Texas Department of Transportation

US 183 TRAFFIC CONTROL PLANS PHASE II STEP 4

SCALE: HORIZONTAL 1"=100'

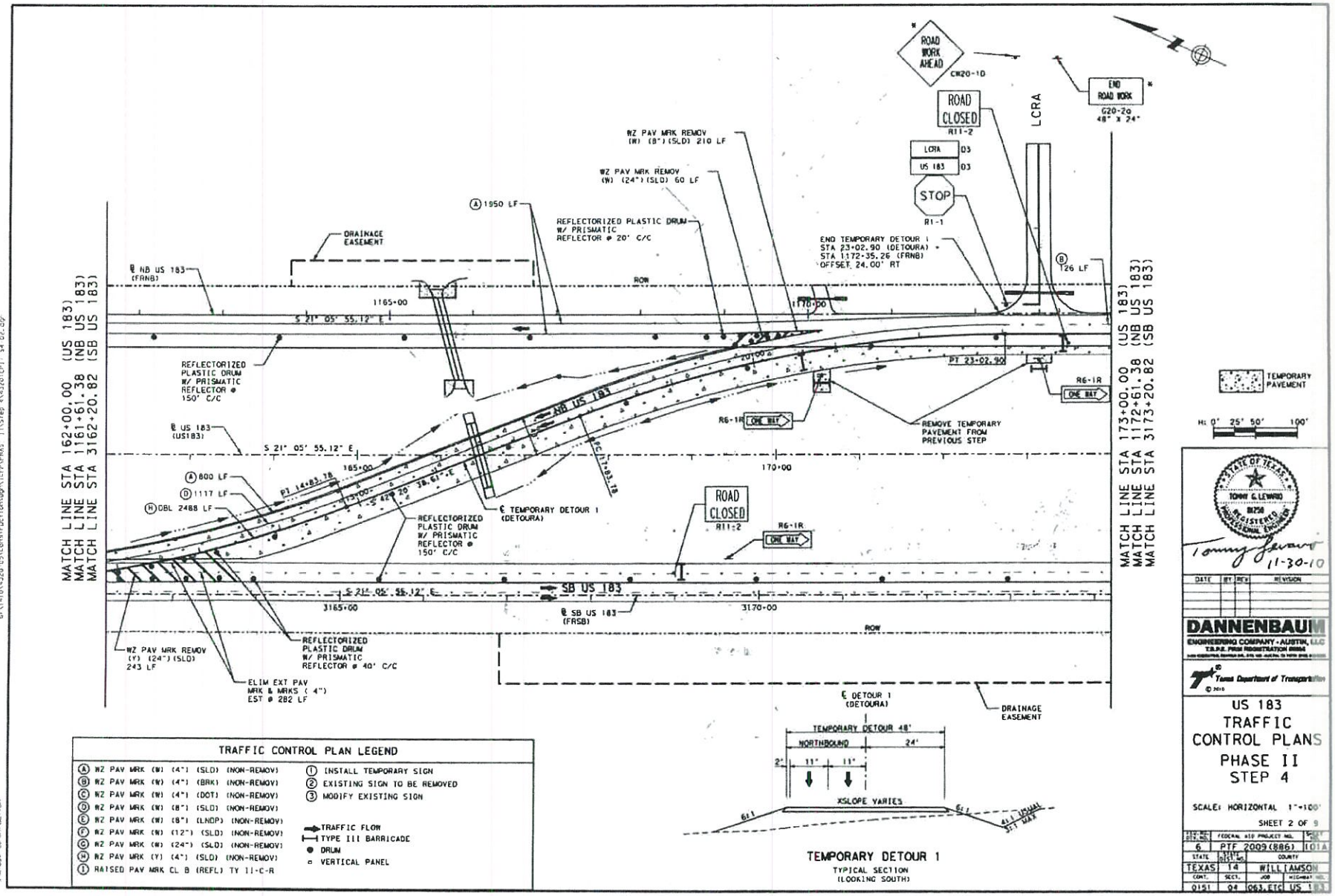
SHEET 1 OF 9

DIST. NO.	FEDERAL AID PROJECT NO.	SHEET NO.
6	PTF 2009(886)	100

STATE	STATE DIST. NO.	COUNTY
TEXAS	14	WILLIAMSON

CONT.	SECT.	JOB	HIGHWAY NO.
0151	04	063,ETC	US 183

DATE: 11/30/2010 11:41:52 AM
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USER: Developer
STA: US: Construction



TRAFFIC CONTROL PLAN LEGEND

- (A) WZ PAV MRK (W) (4") (SLD) (NON-REMOV)
- (B) WZ PAV MRK (W) (4") (BRK) (NON-REMOV)
- (C) WZ PAV MRK (W) (4") (DOT) (NON-REMOV)
- (D) WZ PAV MRK (W) (8") (SLD) (NON-REMOV)
- (E) WZ PAV MRK (W) (8") (LNDP) (NON-REMOV)
- (F) WZ PAV MRK (W) (12") (SLD) (NON-REMOV)
- (G) WZ PAV MRK (W) (24") (SLD) (NON-REMOV)
- (H) WZ PAV MRK (Y) (4") (SLD) (NON-REMOV)
- (I) RAISED PAV MRK CL B (REFL) TY II-C-R

- (1) INSTALL TEMPORARY SIGN
- (2) EXISTING SIGN TO BE REMOVED
- (3) MODIFY EXISTING SIGN

- TRAFFIC FLOW
- TYPE III BARRICADE
- DRUM
- VERTICAL PANEL

TEMPORARY DETOUR 1
TYPICAL SECTION
(LOOKING SOUTH)

STATE OF TEXAS
TONNY G. LEWARD
92758
REGISTERED PROFESSIONAL ENGINEER
Tonny Leward 11-30-10

DATE	BY	REV.	REVISION

DANNENBAUM
ENGINEERING COMPANY - AUSTIN, LLC
T.B.P.E. FIRM REGISTRATION 00064

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US 183
TRAFFIC CONTROL PLANS
PHASE II
STEP 4

SCALE: HORIZONTAL 1"=100'

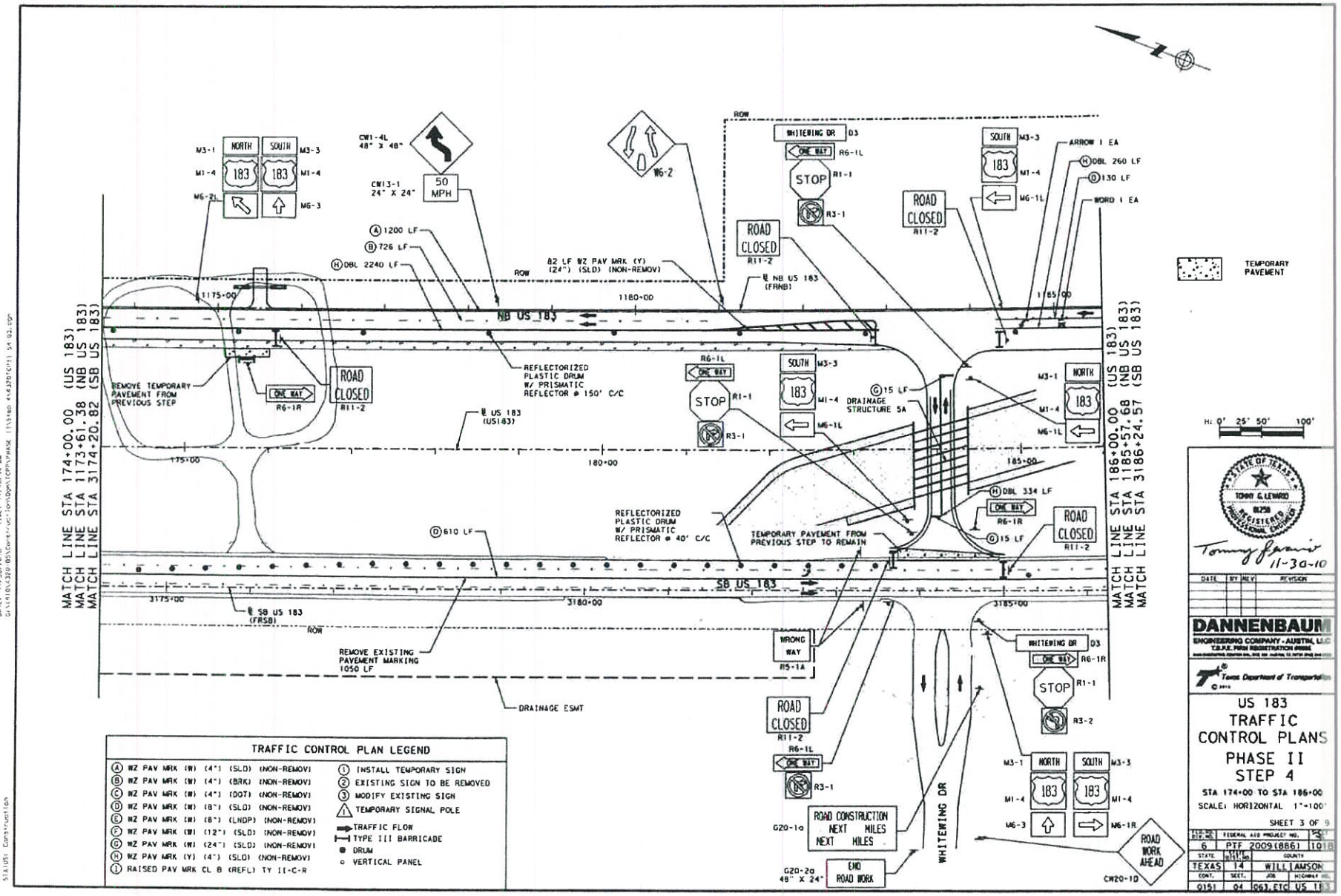
SHEET 2 OF 9

DIST. NO.	FEDERAL AID PROJECT NO.	SHEET NO.
6	PTF 2009(886)	101A

STATE	STATE DIST. NO.	COUNTY
TEXAS	14	WILLIAMSON

CONT.	SECT.	JOB	HIGHWAY NO.
0151	04	063,ETC	US 183

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USER: COLLINSS
STATUS: Construction



TRAFFIC CONTROL PLAN LEGEND

- Ⓐ WZ PAV MRK (W) (4") (SLD) (NON-REMOV)
- Ⓑ WZ PAV MRK (W) (4") (BRK) (NON-REMOV)
- Ⓒ WZ PAV MRK (W) (4") (DOT) (NON-REMOV)
- Ⓓ WZ PAV MRK (W) (8") (SLD) (NON-REMOV)
- Ⓔ WZ PAV MRK (W) (8") (LNDP) (NON-REMOV)
- Ⓕ WZ PAV MRK (W) (12") (SLD) (NON-REMOV)
- Ⓖ WZ PAV MRK (W) (24") (SLD) (NON-REMOV)
- Ⓗ WZ PAV MRK (Y) (4") (SLD) (NON-REMOV)
- Ⓘ RAISED PAV MRK CL B (REFL) TY II-C-R

- ① INSTALL TEMPORARY SIGN
- ② EXISTING SIGN TO BE REMOVED
- ③ MODIFY EXISTING SIGN
- TEMPORARY SIGNAL POLE
- TRAFFIC FLOW
- TYPE III BARRICADE
- DRUM
- VERTICAL PANEL

STATE OF TEXAS — TOMMY G. LEWARD — 81758 — REGISTERED PROFESSIONAL ENGINEER

Tommy Lewis 11-30-10

DATE	BY	REV.	REVISION

DANNENBAUM ENGINEERING COMPANY - AUSTIN, LLC T.B.P.E. FIRM REGISTRATION #9986

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US 183 TRAFFIC CONTROL PLANS PHASE II STEP 4

STA 174+00 TO STA 186+00

SCALE: HORIZONTAL 1"=100'

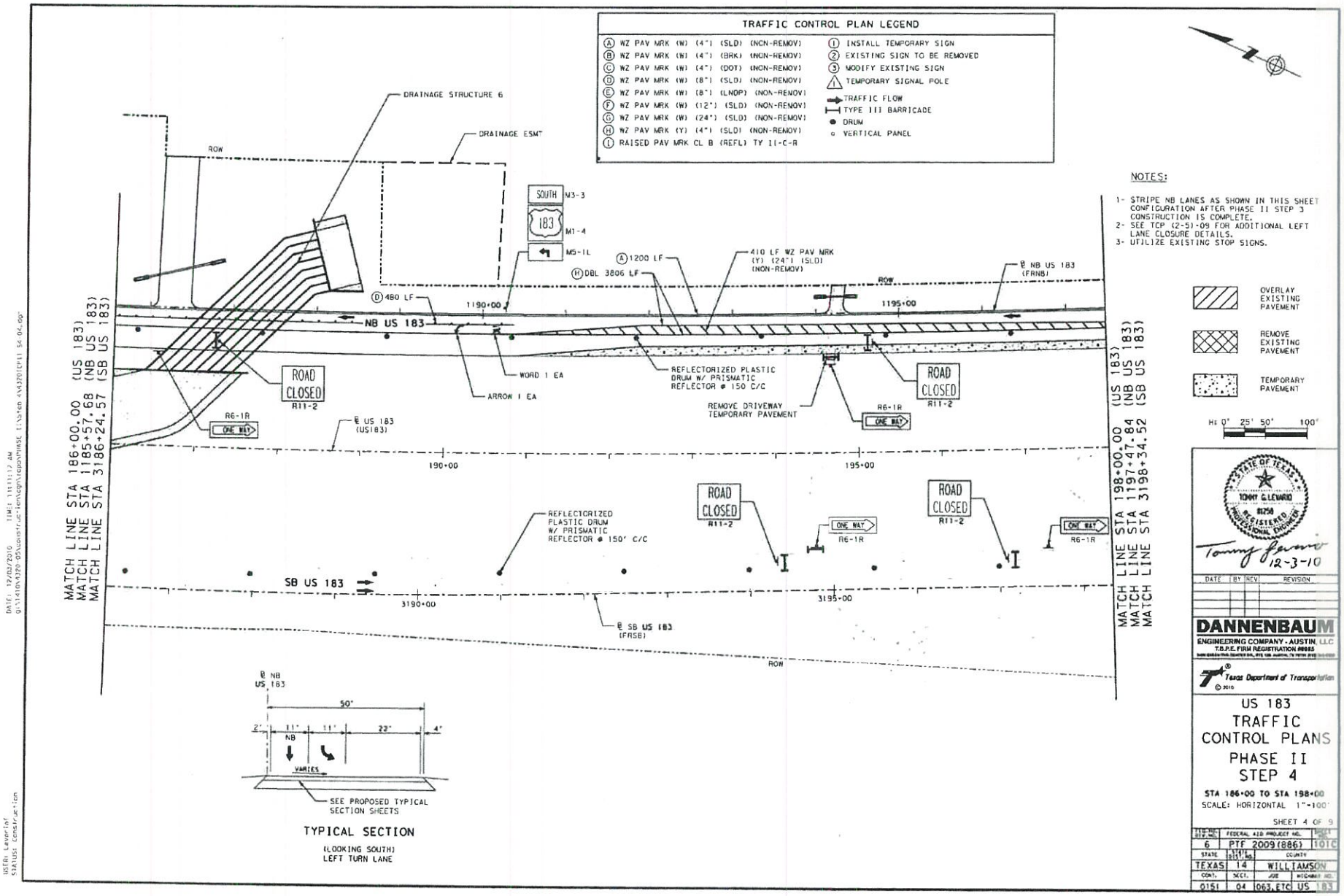
SHEET 3 OF 9

DIST.	COUNTY	SHEET NO.
6	WILLIAMSON	1018

STATE	FEDERAL AID PROJECT NO.
TEXAS	PTF 2009(886)

CONT.	SECT.	JOB	HIGHWAY NO.
0151	04	063,ETC	US 183

USER: COL, INSF
DATE: 11/30/2010 TIME: 11:48:44 AM
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STATE OF TEXAS
TOMMY G. LEVARIO
81258
REGISTERED PROFESSIONAL ENGINEER
12-3-10

DATE	BY	REV.	REVISION

DANNENBAUM
ENGINEERING COMPANY - AUSTIN, LLC
T.B.P.E. FIRM REGISTRATION #8985

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US 183 TRAFFIC CONTROL PLANS PHASE II STEP 4

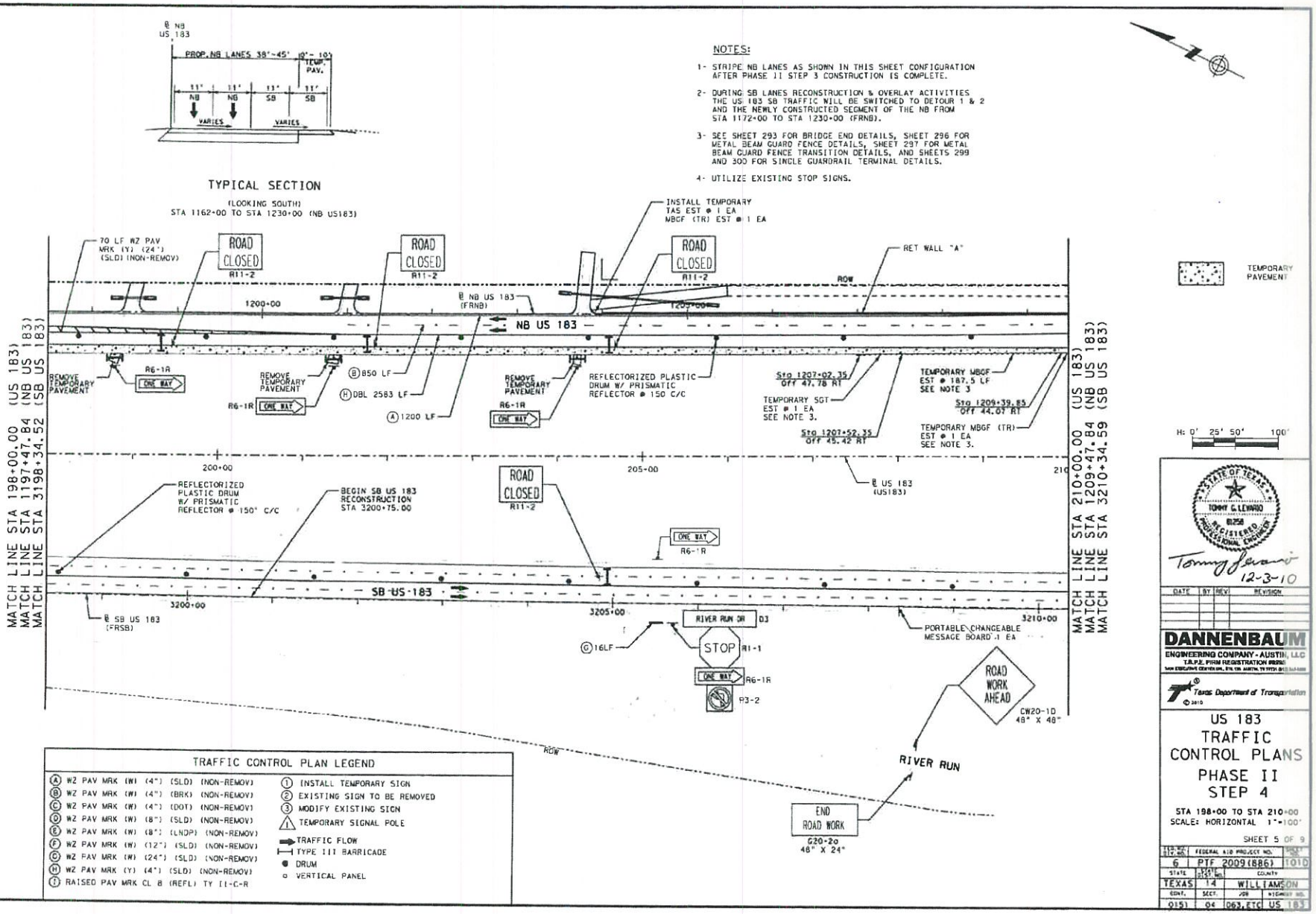
STA 186+00 TO STA 198+00

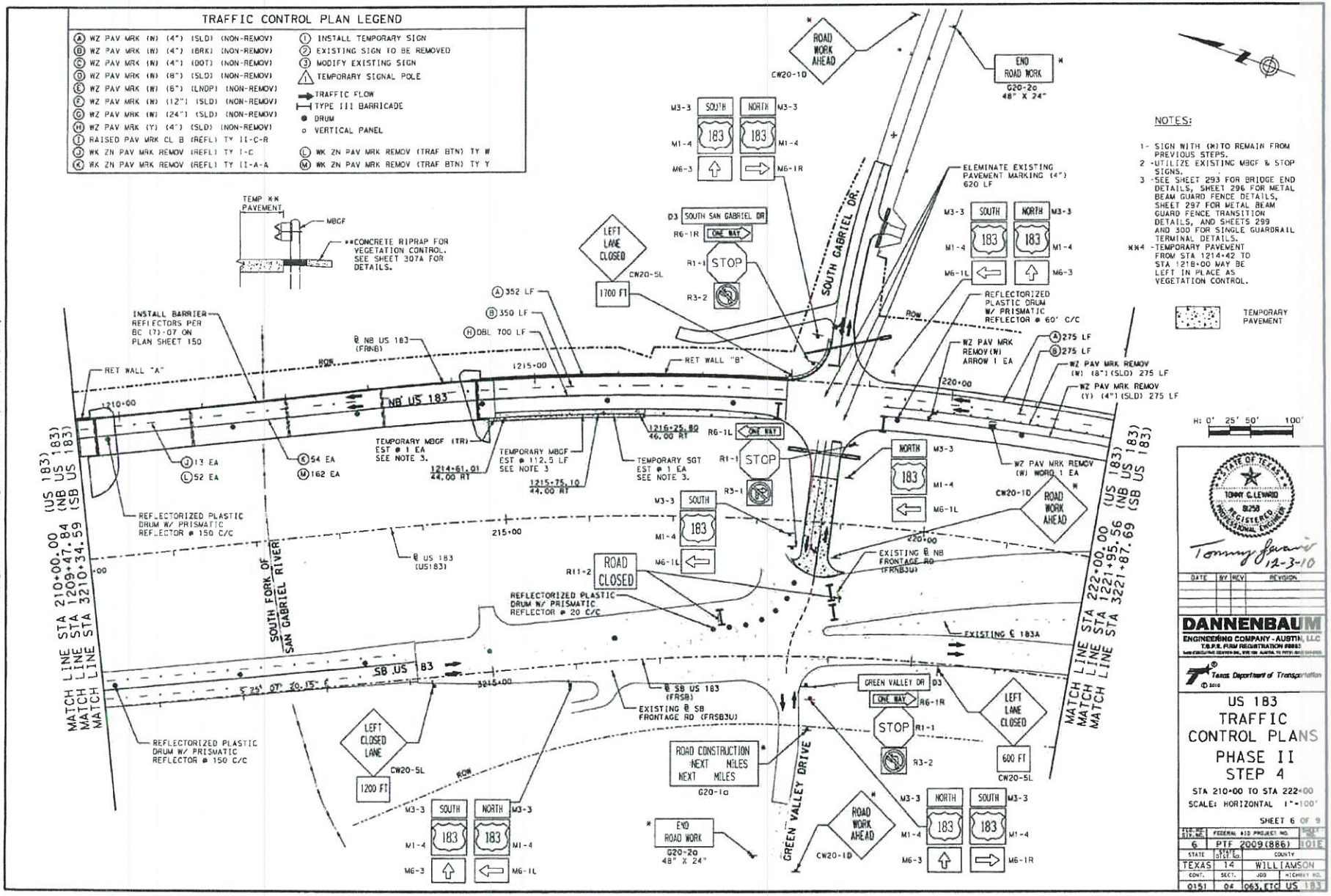
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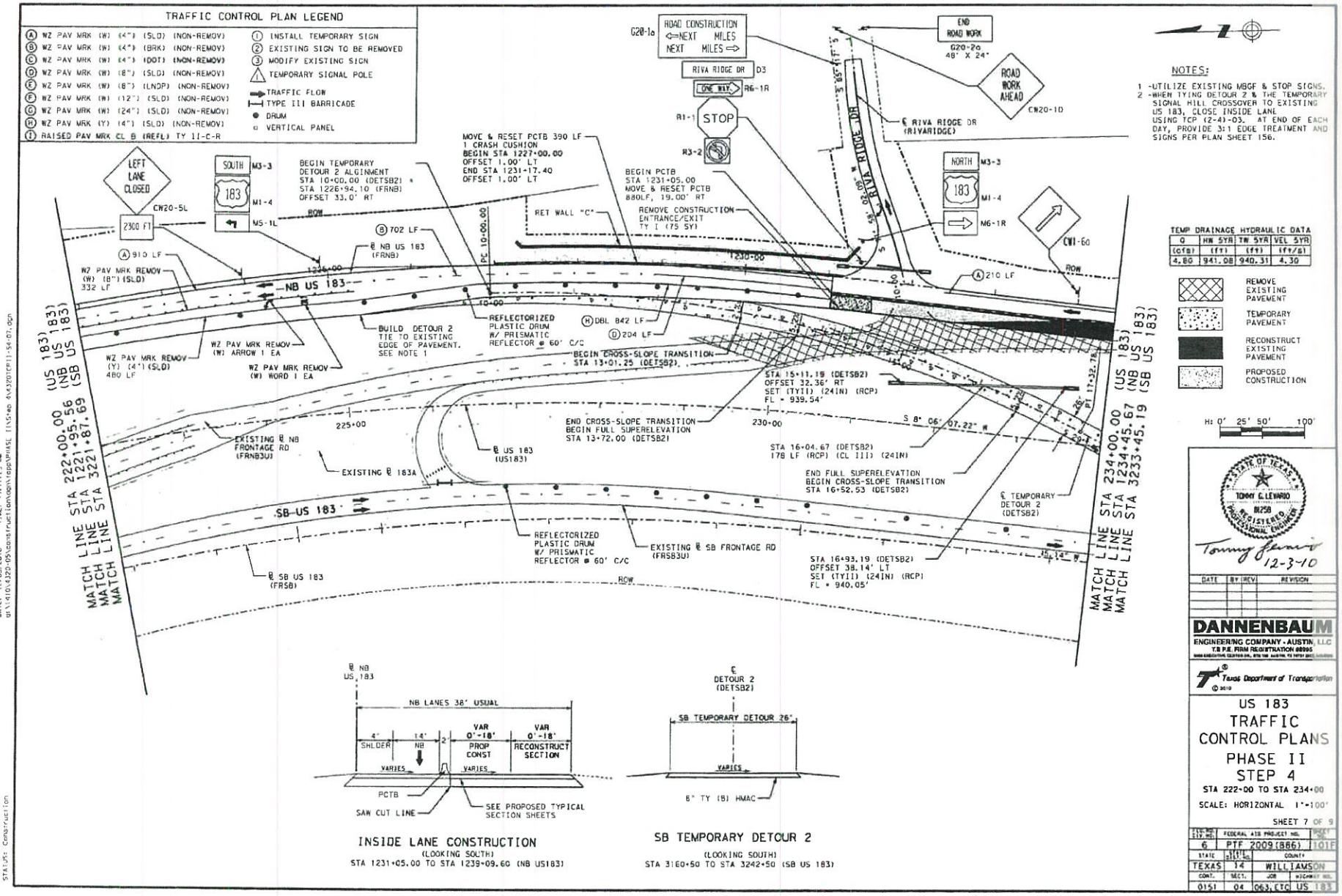
SHEET 4 OF 9

DIST. NO.	FEDERAL AID PROJECT NO.	SHEET NO.
6	PTF 2009(886)	101C
STATE	DIST. NO.	COUNTY
TEXAS	14	WILLIAMSON
CONT.	SECT.	JOB	HIGHWAY NO.
0151	04	063,ETC	US 183

USER: Levario
STATUS: Construction
DATE: 12/03/2010 TIME: 11:11:12 AM
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℄ NB US 183
PROP. NB LANES 38'-45'
0'-10' TEMP. PAV.
11' 11' 11' 11'
NB NB SB SB
VARIES VARIES
TYPICAL SECTION
(LOOKING SOUTH)
STA 1162+00 TO STA 1230+00 (NB US183)
NOTES:
1- STRIPE NB LANES AS SHOWN IN THIS SHEET CONFIGURATION AFTER PHASE II STEP 3 CONSTRUCTION IS COMPLETE.
2- DURING SB LANES RECONSTRUCTION & OVERLAY ACTIVITIES THE US 183 SB TRAFFIC WILL BE SWITCHED TO DETOUR 1 & 2 AND THE NEWLY CONSTRUCTED SEGMENT OF THE NB FROM STA 1172+00 TO STA 1230+00 (FRNB).
3- SEE SHEET 293 FOR BRIDGE END DETAILS, SHEET 296 FOR METAL BEAM GUARD FENCE DETAILS, SHEET 297 FOR METAL BEAM GUARD FENCE TRANSITION DETAILS, AND SHEETS 299 AND 300 FOR SINGLE GUARDRAIL TERMINAL DETAILS.
4- UTILIZE EXISTING STOP SIGNS.
TEMPORARY PAVEMENT
MATCH LINE STA 198+00.00 (US 183)
MATCH LINE STA 1197+47.84 (NB US 183)
MATCH LINE STA 3198+34.52 (SB US 183)
MATCH LINE STA 210+00.00 (US 183)
MATCH LINE STA 1209+47.84 (NB US 183)
MATCH LINE STA 3210+34.59 (SB US 183)
70 LF W2 PAV MRK (Y) (24") (SLD) (NON-REMOV)
ROAD CLOSED R11-2
INSTALL TEMPORARY TAS EST @ 1 EA
NBGF (TR) EST @ 1 EA
RET WALL "A"
ROW
1200+00
℄ NB US 183 (FRNB)
NB US 183
1205+00
REMOVE TEMPORARY PAVEMENT
R6-1R ONE WAY
Ⓑ 850 LF
Ⓗ DBL 2583 LF
Ⓐ 1200 LF
REFLECTORIZED PLASTIC DRUM W/ PRISMATIC REFLECTOR @ 150 C/C
Sta 1207+02.35 Off 47.78 RT
TEMPORARY SGT EST @ 1 EA SEE NOTE 3.
Sta 1207+52.35 Off 45.42 RT
TEMPORARY NBGF EST @ 187.5 LF SEE NOTE 3
Sta 1209+39.85 Off 44.07 RT
TEMPORARY NBGF (TR) EST @ 1 EA SEE NOTE 3.
200+00
205+00
℄ US 183 (US183)
REFLECTORIZED PLASTIC DRUM W/ PRISMATIC REFLECTOR @ 150' C/C
BEGIN SB US 183 RECONSTRUCTION STA 3200+75.00
SB US 183
3200+00
3205+00
3210+00
℄ SB US 183 (FRSB)
RIVER RUN DR D3
STOP R1-1
Ⓖ 16LF
PORTABLE CHANGEABLE MESSAGE BOARD 1 EA
P3-2
ROAD WORK AHEAD
CW20-1D 48" X 48"
RIVER RUN
END ROAD WORK
G20-2a 48" X 24"
H: 0' 25' 50' 100'
TRAFFIC CONTROL PLAN LEGEND
Ⓐ W2 PAV MRK (W) (4") (SLD) (NON-REMOV)
Ⓑ W2 PAV MRK (W) (4") (BRK) (NON-REMOV)
Ⓒ W2 PAV MRK (W) (4") (DOT) (NON-REMOV)
Ⓓ W2 PAV MRK (W) (8") (SLD) (NON-REMOV)
Ⓔ W2 PAV MRK (W) (8") (LNDP) (NON-REMOV)
Ⓕ W2 PAV MRK (W) (12") (SLD) (NON-REMOV)
Ⓖ W2 PAV MRK (W) (24") (SLD) (NON-REMOV)
Ⓗ W2 PAV MRK (Y) (4") (SLD) (NON-REMOV)
Ⓘ RAISED PAV MRK CL B (REFL) TY II-C-R
① INSTALL TEMPORARY SIGN
② EXISTING SIGN TO BE REMOVED
③ MODIFY EXISTING SIGN
TEMPORARY SIGNAL POLE
TRAFFIC FLOW
TYPE III BARRICADE
DRUM
VERTICAL PANEL
STATE OF TEXAS TOMMY G. LEWARD 81258 REGISTERED PROFESSIONAL ENGINEER
Tommy Leward 12-3-10
DATE BY REV. REVISION
DANNENBAUM ENGINEERING COMPANY - AUSTIN, LLC
T.B.P.E. FIRM REGISTRATION #8258
Texas Department of Transportation © 2010
US 183
TRAFFIC CONTROL PLANS
PHASE II
STEP 4
STA 198+00 TO STA 210+00
SCALE: HORIZONTAL 1"=100'
SHEET 5 OF 9
CONT. 6
FEDERAL AID PROJECT NO. PTF 2009(886)
DIST. 14
COUNTY WILLIAMSON
SECT. 04
JOB 063, ETC
HIGHWAY NO. US 183
DATE: 12/03/2010 TIME: 12:35:51 PM
USER: Leverlof
STATUS: Construction


TRAFFIC CONTROL PLAN LEGEND
(A) WZ PAV MRK (W) (4") (SLD) (NON-REMOV)
(B) WZ PAV MRK (W) (4") (BRK) (NON-REMOV)
(C) WZ PAV MRK (W) (4") (DOT) (NON-REMOV)
(D) WZ PAV MRK (W) (8") (SLD) (NON-REMOV)
(E) WZ PAV MRK (W) (6") (LNDP) (NON-REMOV)
(F) WZ PAV MRK (W) (12") (SLD) (NON-REMOV)
(G) WZ PAV MRK (W) (24") (SLD) (NON-REMOV)
(H) WZ PAV MRK (Y) (4") (SLD) (NON-REMOV)
(J) RAISED PAV MRK CL B (REFL) TY II-C-R
(K) WK ZN PAV MRK REMOV (REFL) TY I-C
(L) WK ZN PAV MRK REMOV (REFL) TY II-A-A
1 INSTALL TEMPORARY SIGN
2 EXISTING SIGN TO BE REMOVED
3 MODIFY EXISTING SIGN
TEMPORARY SIGNAL POLE
TRAFFIC FLOW
TYPE III BARRICADE
DRUM
VERTICAL PANEL
(L) WK ZN PAV MRK REMOV (TRAF BTN) TY W
(M) WK ZN PAV MRK REMOV (TRAF BTN) TY Y
NOTES:
1- SIGN WITH (*)TO REMAIN FROM PREVIOUS STEPS.
2 -UTILIZE EXISTING MBGF & STOP SIGNS.
3 -SEE SHEET 293 FOR BRIDGE END DETAILS, SHEET 296 FOR METAL BEAM GUARD FENCE DETAILS, SHEET 297 FOR METAL BEAM GUARD FENCE TRANSITION DETAILS, AND SHEETS 299 AND 300 FOR SINGLE GUARDRAIL TERMINAL DETAILS.
**4 -TEMPORARY PAVEMENT FROM STA 1214+42 TO STA 1218+00 MAY BE LEFT IN PLACE AS VEGETATION CONTROL.
TEMPORARY PAVEMENT
ROAD WORK AHEAD CW20-1D
END ROAD WORK G20-2a 48" X 24"
ELEMINATE EXISTING PAVEMENT MARKING (4") 620 LF
REFLECTORIZED PLASTIC DRUM W/ PRISMATIC REFLECTOR @ 60' C/C
WZ PAV MRK REMOV (W) ARROW 1 EA
WZ PAV MRK REMOV (W) (8") (SLD) 275 LF
WZ PAV MRK REMOV (Y) (4") (SLD) 275 LF
WZ PAV MRK REMOV (W) WORD 1 EA
TEMP ** PAVEMENT
MBGF
**CONCRETE RIPRAP FOR VEGETATION CONTROL. SEE SHEET 307A FOR DETAILS.
LEFT LANE CLOSED CW20-5L 1700 FT
SOUTH SAN GABRIEL DR
ONE WAY
STOP
SOUTH GABRIEL DR.
INSTALL BARRIER REFLECTORS PER BC (7)-07 ON PLAN SHEET 150
RET WALL "A"
RET WALL "B"
@ NB US 183 (FRNB)
NB US 183
352 LF
350 LF
DBL 700 LF
13 EA
52 EA
54 EA
162 EA
TEMPORARY MBGF (TR) EST @ 1 EA SEE NOTE 3.
TEMPORARY MBGF EST @ 112.5 LF SEE NOTE 3
TEMPORARY SGT EST @ 1 EA SEE NOTE 3.
REFLECTORIZED PLASTIC DRUM W/ PRISMATIC REFLECTOR @ 150 C/C
@ US 183 (US183)
SOUTH FORK OF SAN GABRIEL RIVER
ROAD CLOSED R11-2
REFLECTORIZED PLASTIC DRUM W/ PRISMATIC REFLECTOR @ 20 C/C
EXISTING @ NB FRONTAGE RD (FRNB3U)
EXISTING @ 183A
SB US 183
@ SB US 183 (FRSB)
EXISTING @ SB FRONTAGE RD (FRSB3U)
GREEN VALLEY DR
GREEN VALLEY DRIVE
ROAD CONSTRUCTION NEXT MILES NEXT MILES G20-1a
LEFT CLOSED LANE CW20-5L 1200 FT
600 FT CW20-5L
END ROAD WORK G20-2a 48" X 24"
MATCH LINE STA 210+00.00 (US 183) (NB US 183)
MATCH LINE STA 1209+47.84 (NB US 183) (SB US 183)
MATCH LINE STA 3210+34.59 (SB US 183)
MATCH LINE STA 222+00.00 (US 183) (NB US 183)
MATCH LINE STA 1221+95.56 (NB US 183) (SB US 183)
MATCH LINE STA 3221+87.69 (SB US 183)
H: 0' 25' 50' 100'
STATE OF TEXAS TOMMY G. LEWALD 81258 REGISTERED PROFESSIONAL ENGINEER
12-3-10
DATE BY REV REVISION
DANNENBAUM ENGINEERING COMPANY - AUSTIN, LLC T.B.P.E. FIRM REGISTRATION #8883
Texas Department of Transportation © 2010
US 183
TRAFFIC CONTROL PLANS
PHASE II
STEP 4
STA 210+00 TO STA 222+00
SCALE: HORIZONTAL 1"=100'
SHEET 6 OF 9
6 PTF 2009(886) 101E
STATE TEXAS DIST 14 COUNTY WILLIAMSON
CONT. 0151 SECT. 06 JOB 063,ETC HIGHWAY NO. US 183



DATE: 12/03/2010 TIME: 11:11:25 AM
gr\1410\4329-05\construction\dgn\topPHASE II\STEP 4\4329TCP(2-4)-04-07.dgn
USER: levario
STATUS: Construction

TOMMY G. LEVARIO 81258 REGISTERED PROFESSIONAL ENGINEER
12-3-10

DATE	BY (REV.)	REVISION

DANNENBAUM
ENGINEERING COMPANY - AUSTIN, LLC
T.B.P.E. FIRM REGISTRATION #8995

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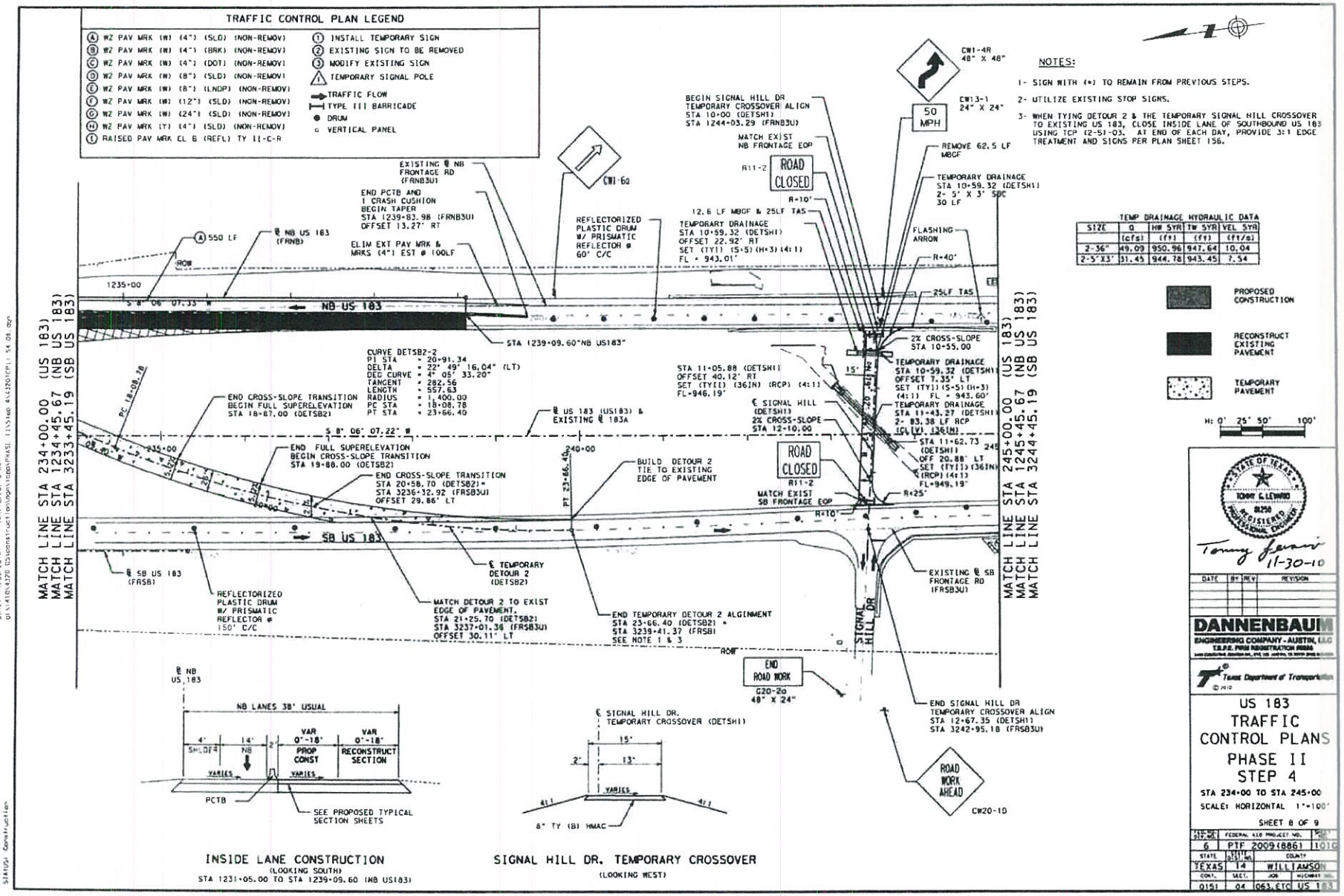
US 183
TRAFFIC CONTROL PLANS
PHASE II
STEP 4

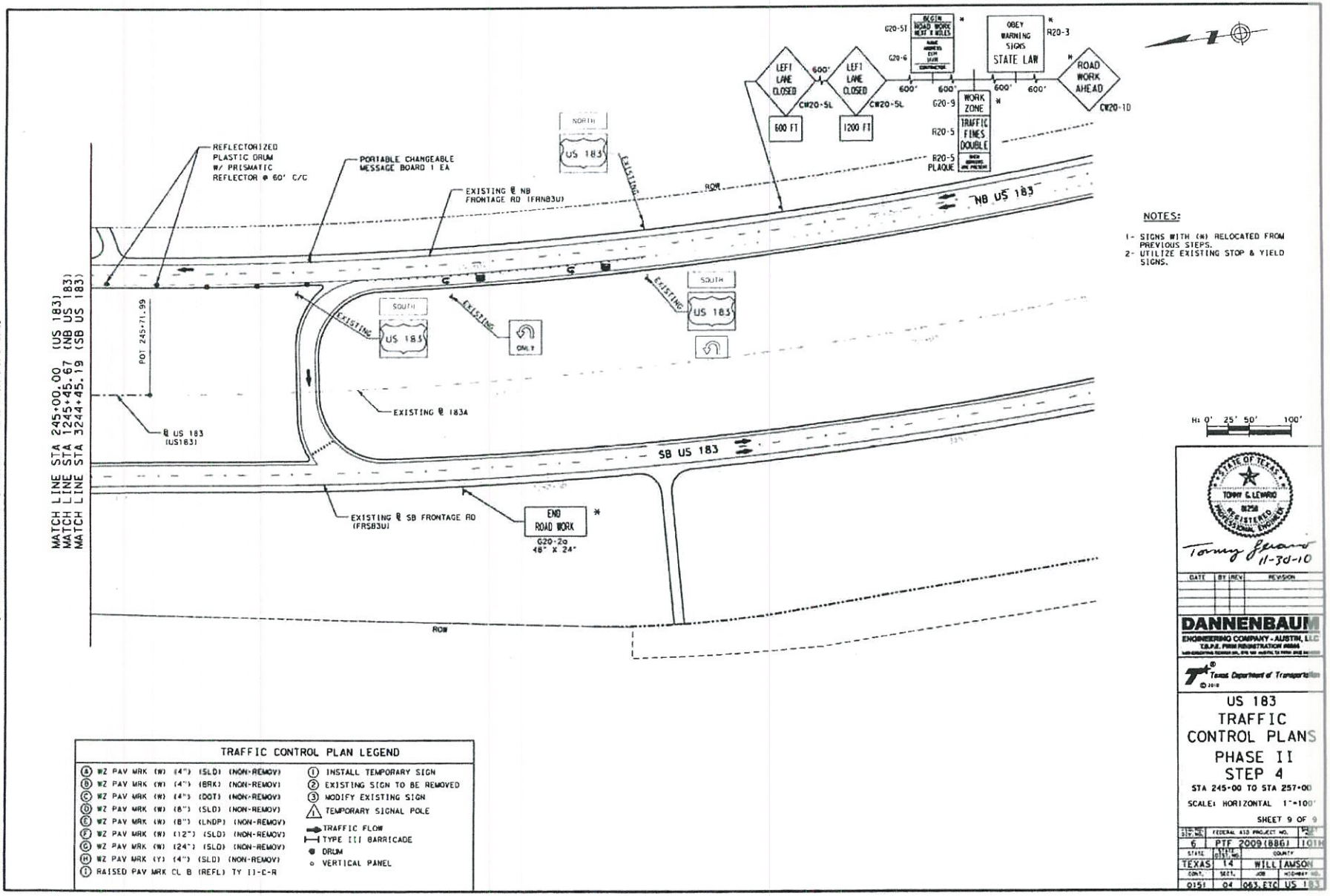
STA 222+00 TO STA 234+00

SCALE: HORIZONTAL 1"=100'

SHEET 7 OF 9

DIST.	COUNTY	FEDERAL AID PROJECT NO.	SHEET NO.
6		PTF 2009(886)	101F
STATE	DIST.	COUNTY	
TEXAS	14	WILLIAMSON	
CONT.	SECT.	JOB	HIGHWAY NO.
0151	04	063, ETC	US 183


TRAFFIC CONTROL PLAN LEGEND
(A) WZ PAV MRK (W) (4") (SLD) (NON-REMOV)
(B) WZ PAV MRK (W) (4") (BRK) (NON-REMOV)
(C) WZ PAV MRK (W) (4") (DOT) (NON-REMOV)
(D) WZ PAV MRK (W) (8") (SLD) (NON-REMOV)
(E) WZ PAV MRK (W) (8") (LNDP) (NON-REMOV)
(F) WZ PAV MRK (W) (12") (SLD) (NON-REMOV)
(G) WZ PAV MRK (W) (24") (SLD) (NON-REMOV)
(H) WZ PAV MRK (Y) (4") (SLD) (NON-REMOV)
(I) RAISED PAV MRK CL B (REFL) TY II-C-R
(1) INSTALL TEMPORARY SIGN
(2) EXISTING SIGN TO BE REMOVED
(3) MODIFY EXISTING SIGN
TEMPORARY SIGNAL POLE
TRAFFIC FLOW
TYPE III BARRICADE
DRUM
VERTICAL PANEL
NOTES:
1- SIGN WITH (*) TO REMAIN FROM PREVIOUS STEPS.
2- UTILIZE EXISTING STOP SIGNS.
3- WHEN TYING DETOUR 2 & THE TEMPORARY SIGNAL HILL CROSSOVER TO EXISTING US 183, CLOSE INSIDE LANE OF SOUTHBOUND US 183 USING TCP (2-5)-03. AT END OF EACH DAY, PROVIDE 3:1 EDGE TREATMENT AND SIGNS PER PLAN SHEET 156.
TEMP DRAINAGE HYDRAULIC DATA
SIZE | Q | HW 5YR | TW 5YR | VEL 5YR
(cfs) | (ft) | (ft) | (ft/s)
2-36" | 49.09 | 950.96 | 947.64 | 10.04
2-5'X3' | 51.45 | 944.78 | 943.45 | 7.54
PROPOSED CONSTRUCTION
RECONSTRUCT EXISTING PAVEMENT
TEMPORARY PAVEMENT
MATCH LINE STA 234+00.00 (US 183) (NB US 183)
MATCH LINE STA 1234+45.67 (NB US 183)
MATCH LINE STA 3233+45.19 (SB US 183)
MATCH LINE STA 245+00.00 (US 183) (NB US 183)
MATCH LINE STA 1245+45.67 (NB US 183)
MATCH LINE STA 3244+45.19 (SB US 183)
NB US 183
SB US 183
BEGIN SIGNAL HILL DR TEMPORARY CROSSOVER ALIGN STA 10+00 (DETSH1) STA 1244+03.29 (FRNB3U)
MATCH EXIST NB FRONTAGE EOP
REMOVE 62.5 LF MBCF
TEMPORARY DRAINAGE STA 10+59.32 (DETSH1) 2- 5' X 3' SPC 30 LF
EXISTING ℄ NB FRONTAGE RD (FRNB3U)
END PCTB AND 1 CRASH CUSHION BEGIN TAPER STA 1239+83.98 (FRNB3U) OFFSET 13.27' RT
ELIM EXT PAV MRK & MRKS (4") EST @ 100LF
REFLECTORIZED PLASTIC DRUM W/ PRISMATIC REFLECTOR @ 60' C/C
12.6 LF MBGF & 25LF TAS
TEMPORARY DRAINAGE STA 10+59.32 (DETSH1) OFFSET 22.92' RT SET (TY I) (S=5) (H=3) (4:1) FL = 943.01'
FLASHING ARROW
R=40'
25LF TAS
2% CROSS-SLOPE STA 10+55.00
STA 1239+09.60*NB US183*
CURVE DETSB2-2
PI STA = 20+91.34
DELTA = 22° 49' 16.04" (LT)
DEG CURVE = 4° 05' 33.20"
TANGENT = 282.56
LENGTH = 557.63
RADIUS = 1,400.00
PC STA = 18+08.78
PT STA = 23+66.40
STA 11+05.88 (DETSH1) OFFSET 40.12' RT SET (TY I) (36IN) (RCP) (4:1) FL=946.19'
TEMPORARY DRAINAGE STA 10+59.32 (DETSH1) OFFSET 7.35' LT SET (TY I) (S=5) (H=3) (4:1) FL = 943.60'
TEMPORARY DRAINAGE STA 11+43.27 (DETSH1) 2- 83.38 LF RCP (24 (V) (36IN)
℄ SIGNAL HILL (DETSH1) 2% CROSS-SLOPE STA 12+10.00
STA 11+62.73 (DETSH1) OFF 20.88' LT SET (TY I) (36IN) (RCP) (4:1) FL=949.19'
R=25'
END CROSS-SLOPE TRANSITION BEGIN FULL SUPERELEVATION STA 18+87.00 (DETSB2)
℄ US 183 (US183) & EXISTING ℄ 183A
END FULL SUPERELEVATION BEGIN CROSS-SLOPE TRANSITION STA 19+88.00 (DETSB2)
END CROSS-SLOPE TRANSITION STA 20+58.70 (DETSB2) = STA 3236+32.92 (FRSB3U) OFFSET 29.86' LT
BUILD DETOUR 2 TIE TO EXISTING EDGE OF PAVEMENT
MATCH EXIST SB FRONTAGE EOP
℄ SB US 183 (FRSB)
REFLECTORIZED PLASTIC DRUM W/ PRISMATIC REFLECTOR @ 150' C/C
℄ TEMPORARY DETOUR 2 (DETSB2)
MATCH DETOUR 2 TO EXIST EDGE OF PAVEMENT, STA 21+25.70 (DETSB2) STA 3237+01.38 (FRSB3U) OFFSET 30.11' LT
END TEMPORARY DETOUR 2 ALGINMENT STA 23+66.40 (DETSB2) = STA 3239+41.37 (FRSB) SEE NOTE 1 & 3
EXISTING ℄ SB FRONTAGE RD (FRSB3U)
SIGNAL HILL DR
END ROAD WORK C20-2a 48" X 24"
END SIGNAL HILL DR TEMPORARY CROSSOVER ALIGN STA 12+67.35 (DETSH1) STA 3242+95.18 (FRSB3U)
ROAD WORK AHEAD
CW20-1D
CW1-4R 48" X 48"
CW13-1 24" X 24"
50 MPH
CW1-6a
R11-2 ROAD CLOSED
R=10'
550 LF
ROW
1235+00
S 8° 06' 07.33" W
S 8° 06' 07.22" W
PC 18+08.78
PT 23+66.40
20+00
25+00
240+00
245+00
℄ NB US 183
NB LANES 38' USUAL
4' SHLDR
14' NB
2'
VAR 0'-18' PROP CONST
VAR 0'-18' RECONSTRUCT SECTION
VARIES
PCTB
SEE PROPOSED TYPICAL SECTION SHEETS
INSIDE LANE CONSTRUCTION
(LOOKING SOUTH)
STA 1231+05.00 TO STA 1239+09.60 (NB US183)
℄ SIGNAL HILL DR. TEMPORARY CROSSOVER (DETSH1)
15'
2'
13'
4:1
8" TY (B) HMAC
SIGNAL HILL DR. TEMPORARY CROSSOVER
(LOOKING WEST)
H: 0' 25' 50' 100'
TOMMY G. LEWIS 81258 REGISTERED PROFESSIONAL ENGINEER
Tommy Lewis 11-30-10
DATE | BY | REV | REVISION
DANNENBAUM ENGINEERING COMPANY - AUSTIN, LLC T.B.P.E. FIRM REGISTRATION #10096
Texas Department of Transportation
US 183
TRAFFIC CONTROL PLANS
PHASE II
STEP 4
STA 234+00 TO STA 245+00
SCALE: HORIZONTAL 1"=100'
SHEET 8 OF 9
DIST. 6 | FEDERAL AID PROJECT NO. PTF 2009(886) | SHEET NO. 1010
STATE TEXAS | DIST. NO. 14 | COUNTY WILLIAMSON
CONT. 0151 | SECT. 04 | JOB 063,ETC | HIGHWAY NO. US 183
DATE: 11/30/2010 TIME: 8:26:10 AM
DGN: i:\proj\01 STATUS: Construction



NOTES:

1- SIGNS WITH (N) RELOCATED FROM PREVIOUS STEPS.
2- UTILIZE EXISTING STOP & YIELD SIGNS.

H: 0' 25' 50' 100'

TRAFFIC CONTROL PLAN LEGEND

- (A) WZ PAV MRK (W) (4") (SLD) (NON-REMOV)
- (B) WZ PAV MRK (W) (4") (BRK) (NON-REMOV)
- (C) WZ PAV MRK (W) (4") (DOT) (NON-REMOV)
- (D) WZ PAV MRK (W) (8") (SLD) (NON-REMOV)
- (E) WZ PAV MRK (W) (8") (LNDP) (NON-REMOV)
- (F) WZ PAV MRK (W) (12") (SLD) (NON-REMOV)
- (G) WZ PAV MRK (W) (24") (SLD) (NON-REMOV)
- (H) WZ PAV MRK (Y) (4") (SLD) (NON-REMOV)
- (I) RAISED PAV MRK CL B (REFL) TY I-C-R

- (1) INSTALL TEMPORARY SIGN
- (2) EXISTING SIGN TO BE REMOVED
- (3) MODIFY EXISTING SIGN
- TEMPORARY SIGNAL POLE
- TRAFFIC FLOW
- TYPE III BARRICADE
- DRUM
- VERTICAL PANEL

STATE OF TEXAS
TOMMY G. LEWIS
91258
REGISTERED PROFESSIONAL ENGINEER
Tommy Lewis 11-30-10

DATE	BY (REV.)	REVISION

DANNENBAUM
ENGINEERING COMPANY - AUSTIN, LLC
T.B.P.E. FIRM REGISTRATION #8864

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US 183
TRAFFIC CONTROL PLANS
PHASE II
STEP 4

STA 245+00 TO STA 257+00

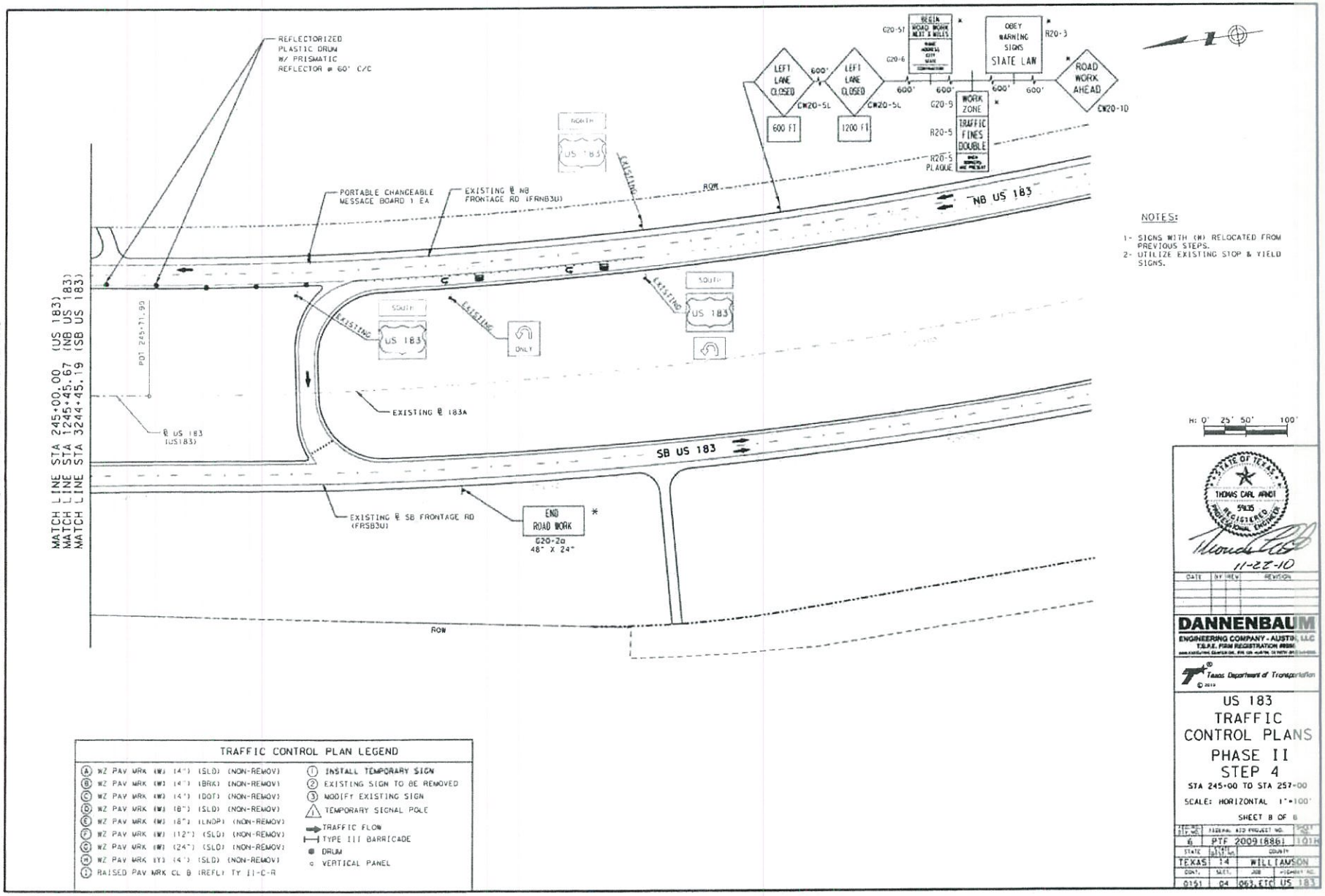
SCALE: HORIZONTAL 1"=100'

SHEET 9 OF 9

DIST. NO.	FEDERAL AID PROJECT NO.	SHEET NO.
6	PTF 2009(886)	101H
STATE	STATE DIST. NO.	COUNTY
TEXAS	14	WILLIAMSON
CONT.	SECT.	JOB	HIGHWAY NO.
0151	04	063,ETC	US 183

DATE: 11/30/2010 LINK: Rv26:17 AM
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STATUS: Construction



NOTES:

1- SIGNS WITH (N) RELOCATED FROM PREVIOUS STEPS.
2- UTILIZE EXISTING STOP & YIELD SIGNS.

TRAFFIC CONTROL PLAN LEGEND

- (A) WZ PAV MRK (W) (4") (SLD) (NON-REMOV)
- (B) WZ PAV MRK (W) (4") (BRK) (NON-REMOV)
- (C) WZ PAV MRK (W) (4") (DOT) (NON-REMOV)
- (D) WZ PAV MRK (W) (8") (SLD) (NON-REMOV)
- (E) WZ PAV MRK (W) (18") (LNDP) (NON-REMOV)
- (F) WZ PAV MRK (W) (12") (SLD) (NON-REMOV)
- (G) WZ PAV MRK (W) (24") (SLD) (NON-REMOV)
- (H) WZ PAV MRK (Y) (4") (SLD) (NON-REMOV)
- (I) RAISED PAV MRK CL B (REFL) TY II-C-R

- (1) INSTALL TEMPORARY SIGN
- (2) EXISTING SIGN TO BE REMOVED
- (3) MODIFY EXISTING SIGN
- TEMPORARY SIGNAL POLE
- TRAFFIC FLOW
- TYPE III BARRICADE
- DRUM
- VERTICAL PANEL

STATE OF TEXAS
THOMAS CARL ARNDT
95135
REGISTERED PROFESSIONAL ENGINEER
11-27-10

DATE	BY (REV)	REVISION

DANNENBAUM
ENGINEERING COMPANY - AUSTIN, LLC
T.B.P.E. FIRM REGISTRATION #9096

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US 183 TRAFFIC CONTROL PLANS PHASE II STEP 4

STA 245+00 TO STA 257+00

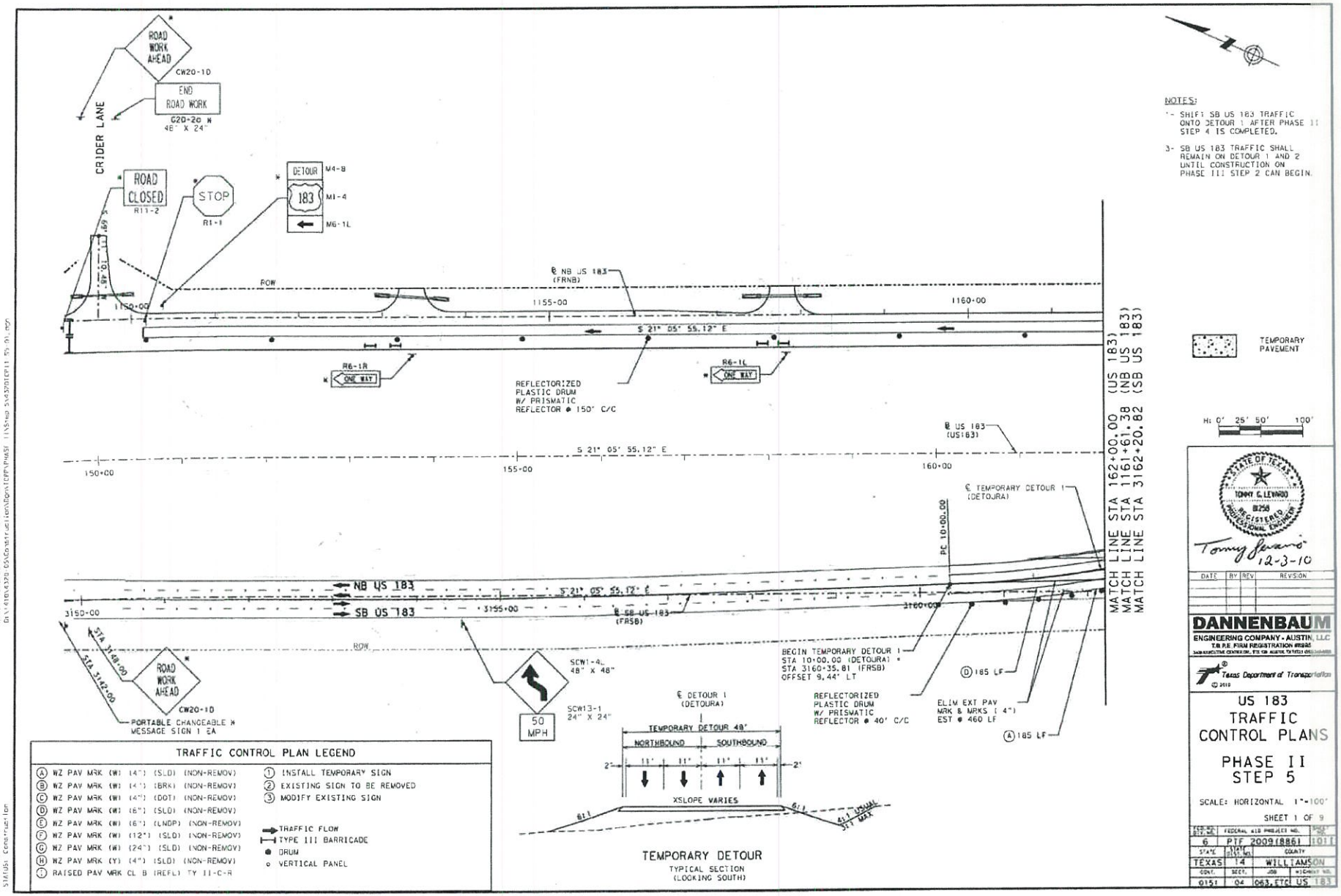
SCALE: HORIZONTAL 1"=100'

SHEET 8 OF 8

CONTROL SECTION NO.	FEDERAL AID PROJECT NO.	SHEET NO.
6	PTF 2009(886)	101H

STATE	DISTRICT NO.	COUNTY
TEXAS	14	WILLIAMSON

CONT.	SECT.	JOB	HIGHWAY NO.
0151	04	063, ETC	US 183



TRAFFIC CONTROL PLAN LEGEND

- (A) WZ PAV MRK (W) (4") (SLD) (NON-REMOV)
- (B) WZ PAV MRK (W) (4") (BRK) (NON-REMOV)
- (C) WZ PAV MRK (W) (4") (DOT) (NON-REMOV)
- (D) WZ PAV MRK (W) (6") (SLD) (NON-REMOV)
- (E) WZ PAV MRK (W) (6") (LNDP) (NON-REMOV)
- (F) WZ PAV MRK (W) (12") (SLD) (NON-REMOV)
- (G) WZ PAV MRK (W) (24") (SLD) (NON-REMOV)
- (H) WZ PAV MRK (Y) (4") (SLD) (NON-REMOV)
- (I) RAISED PAV MRK CL B (REFL) TY II-C-R

- (1) INSTALL TEMPORARY SIGN
- (2) EXISTING SIGN TO BE REMOVED
- (3) MODIFY EXISTING SIGN

- TRAFFIC FLOW
- TYPE III BARRICADE
- DRUM
- VERTICAL PANEL

STATE OF TEXAS
TOMMY G. LEVARIO
81258
REGISTERED PROFESSIONAL ENGINEER
Tommy Levario
12-3-10

DATE	BY	REV.	REVISION

DANNENBAUM
ENGINEERING COMPANY - AUSTIN, LLC
T.B.P.E. FIRM REGISTRATION #F8585

Texas Department of Transportation
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US 183 TRAFFIC CONTROL PLANS

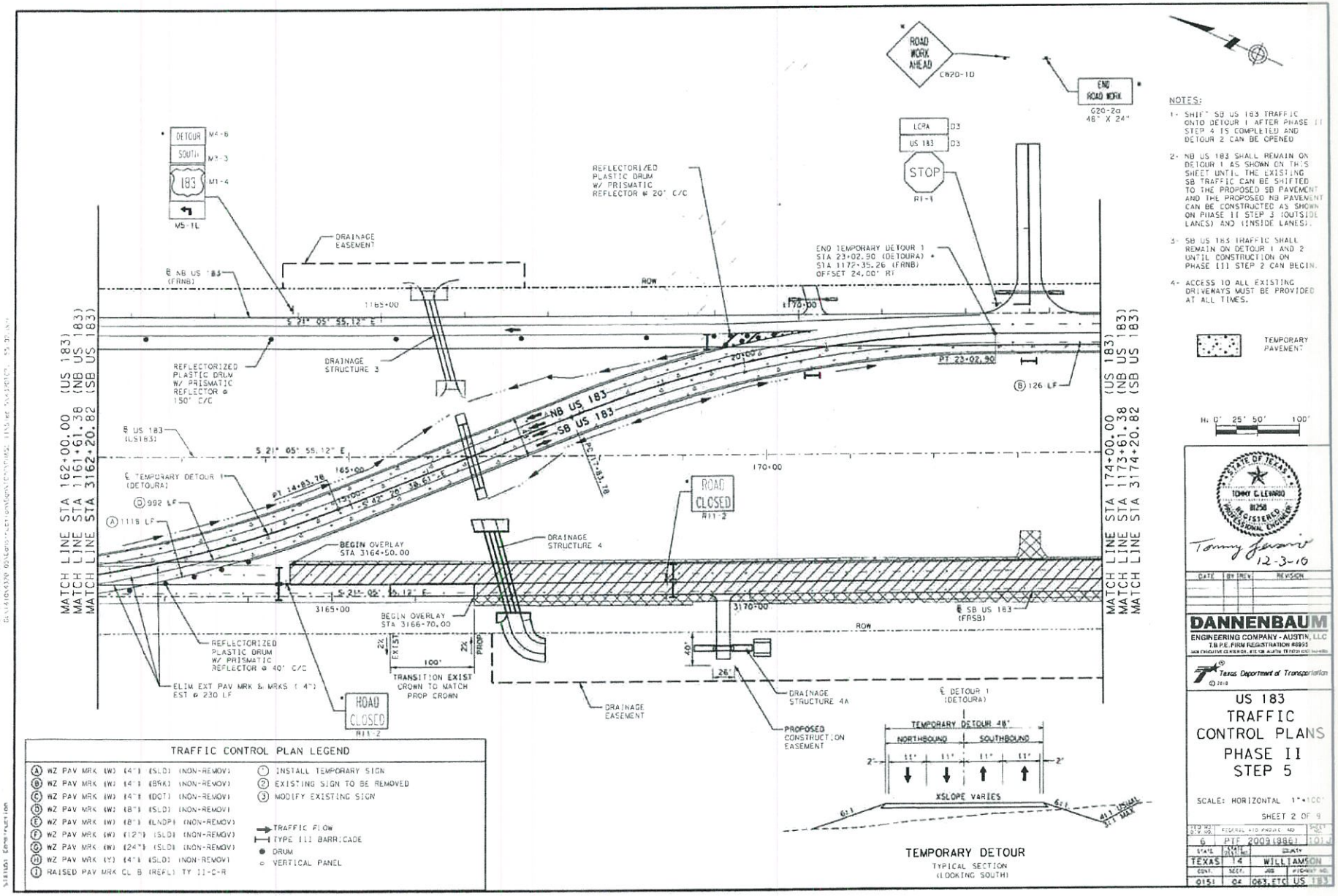
PHASE II STEP 5

SCALE: HORIZONTAL 1"=100'

SHEET 1 OF 9

FED.RD. DIV. NO.	FEDERAL AID PROJECT NO.	SHEET NO.
6	PTF 2009(886)	1011
STATE	DIST.	COUNTY
TEXAS	14	WILLIAMSON
CONT.	SECT.	JOB	HIGHWAY NO.
0151	04	063,ETC	US 183

DATE: 12/3/2010 TIME: 12:50:12 PM
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USER: COLLINSK
Status: Construction



NOTES:

1- SHIFT SB US 183 TRAFFIC ONTO DETOUR 1 AFTER PHASE II STEP 4 IS COMPLETED AND DETOUR 2 CAN BE OPENED

2- NB US 183 SHALL REMAIN ON DETOUR 1 AS SHOWN ON THIS SHEET UNTIL THE EXISTING SB TRAFFIC CAN BE SHIFTED TO THE PROPOSED SB PAVEMENT AND THE PROPOSED NB PAVEMENT CAN BE CONSTRUCTED AS SHOWN ON PHASE II STEP 3 (OUTSIDE LANES) AND (INSIDE LANES).

3- SB US 183 TRAFFIC SHALL REMAIN ON DETOUR 1 AND 2 UNTIL CONSTRUCTION ON PHASE III STEP 2 CAN BEGIN.

4- ACCESS TO ALL EXISTING DRIVEWAYS MUST BE PROVIDED AT ALL TIMES.

TEMPORARY PAVEMENT

IN: 0' 25' 50' 100'

TRAFFIC CONTROL PLAN LEGEND

- Ⓐ WZ PAV MRK (W) (4") (SLD) (NON-REMOV)
- Ⓑ WZ PAV MRK (W) (4") (BRK) (NON-REMOV)
- Ⓒ WZ PAV MRK (W) (4") (DOT) (NON-REMOV)
- Ⓓ WZ PAV MRK (W) (8") (SLD) (NON-REMOV)
- Ⓔ WZ PAV MRK (W) (8") (LNDP) (NON-REMOV)
- Ⓕ WZ PAV MRK (W) (12") (SLD) (NON-REMOV)
- Ⓖ WZ PAV MRK (W) (24") (SLD) (NON-REMOV)
- Ⓗ WZ PAV MRK (Y) (4") (SLD) (NON-REMOV)
- Ⓘ RAISED PAV MRK CL B (REFL) TY II-C-R

① INSTALL TEMPORARY SIGN
② EXISTING SIGN TO BE REMOVED
③ MODIFY EXISTING SIGN

TRAFFIC FLOW
TYPE III BARRICADE
DRUM
VERTICAL PANEL

TEMPORARY DETOUR
TYPICAL SECTION
(LOOKING SOUTH)

STATE OF TEXAS
TOMMY G. LEONARD
81258
REGISTERED PROFESSIONAL ENGINEER
Tommy Leonard
12-3-10

DATE	BY	REVISION

DANNENBAUM
ENGINEERING COMPANY - AUSTIN, LLC
T.B.P.E. FIRM REGISTRATION #8932

Texas Department of Transportation

US 183 TRAFFIC CONTROL PLANS PHASE II STEP 5

SCALE: HORIZONTAL 1"=100'

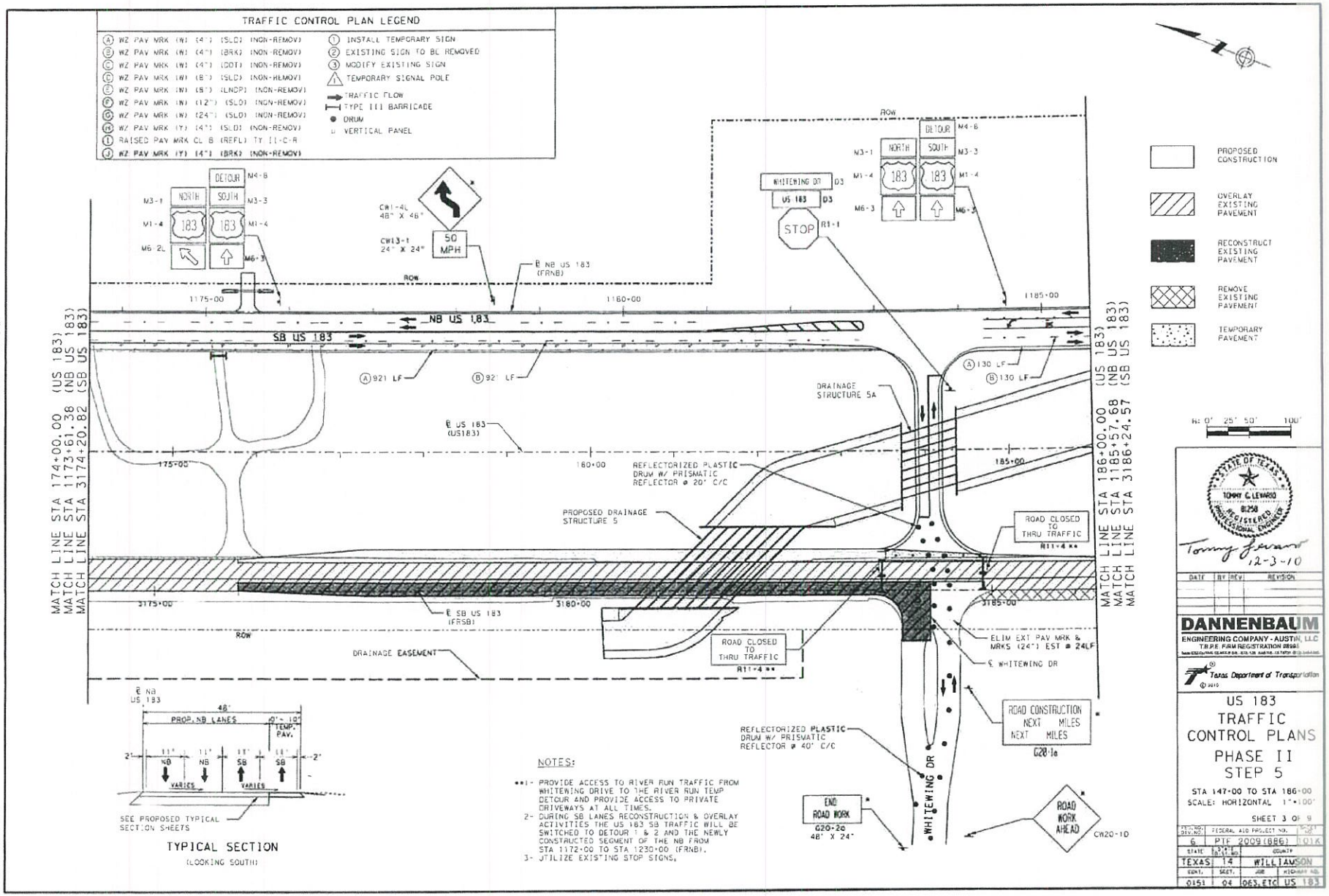
SHEET 2 OF 9

DIST	COUNTY	CONTROL	SECT	JOB	HIGHWAY
06	TEXAS	0151	04	063,ETC	US 183

FEDERAL AID PROJECT NO. PTF 2009(986) 101-A

STATE TEXAS

COUNTY WILLIAMSON


TRAFFIC CONTROL PLAN LEGEND
(A) WZ PAV MRK (W) (4") (SLD) (NON-REMOV)
(B) WZ PAV MRK (W) (4") (BRK) (NON-REMOV)
(C) WZ PAV MRK (W) (4") (CDT) (NON-REMOV)
(D) WZ PAV MRK (W) (8") (SLD) (NON-REMOV)
(E) WZ PAV MRK (W) (8") (LNDP) (NON-REMOV)
(F) WZ PAV MRK (W) (12") (SLD) (NON-REMOV)
(G) WZ PAV MRK (W) (24") (SLD) (NON-REMOV)
(H) WZ PAV MRK (Y) (4") (SLD) (NON-REMOV)
(I) RAISED PAV MRK CL B (REFL) TY II-C-R
(J) WZ PAV MRK (Y) (4") (BRK) (NON-REMOV)
(1) INSTALL TEMPORARY SIGN
(2) EXISTING SIGN TO BE REMOVED
(3) MODIFY EXISTING SIGN
TEMPORARY SIGNAL POLE
TRAFFIC FLOW
TYPE III BARRICADE
DRUM
VERTICAL PANEL
PROPOSED CONSTRUCTION
OVERLAY EXISTING PAVEMENT
RECONSTRUCT EXISTING PAVEMENT
REMOVE EXISTING PAVEMENT
TEMPORARY PAVEMENT
MATCH LINE STA 174+00.00 (US 183)
MATCH LINE STA 1173+61.38 (NB US 183)
MATCH LINE STA 3174+20.82 (SB US 183)
MATCH LINE STA 186+00.00 (US 183)
MATCH LINE STA 1185+57.68 (NB US 183)
MATCH LINE STA 3186+24.57 (SB US 183)
DETOUR
NORTH
SOUTH
183
M4-8
M3-1
M3-3
M1-4
M6-2L
M6-3
CW1-4L
48" X 48"
CW13-1
24" X 24"
50 MPH
WHITEWING DR
US 183
D3
STOP
R1-1
ROW
NB US 183
(FRNB)
SB US 183
(FRSB)
US 183
(US183)
1175+00
1180+00
1185+00
3175+00
3180+00
3185+00
A 921 LF
B 921 LF
A 130 LF
B 130 LF
DRAINAGE STRUCTURE 5A
REFLECTORIZED PLASTIC DRUM W/ PRISMATIC REFLECTOR @ 20' C/C
PROPOSED DRAINAGE STRUCTURE 5
ROAD CLOSED TO THRU TRAFFIC
R11-4 **
DRAINAGE EASEMENT
ELIM EXT PAV MRK & MRKS (24") EST @ 24LF
℄ WHITEWING DR
ROAD CONSTRUCTION NEXT MILES
G20-1a
REFLECTORIZED PLASTIC DRUM W/ PRISMATIC REFLECTOR @ 40' C/C
END ROAD WORK
G20-2a
48" X 24"
ROAD WORK AHEAD
CW20-1D
WHITEWING DR
℄ NB US 183
48'
PROP. NB LANES
10' - 12'
TEMP. PAV.
11'
11'
10'
10'
12'
2'
NB
NB
SB
SB
VARIES
SEE PROPOSED TYPICAL SECTION SHEETS
TYPICAL SECTION
(LOOKING SOUTH)
NOTES:
**1- PROVIDE ACCESS TO RIVER RUN TRAFFIC FROM WHITEWING DRIVE TO THE RIVER RUN TEMP DETOUR AND PROVIDE ACCESS TO PRIVATE DRIVEWAYS AT ALL TIMES.
2- DURING SB LANES RECONSTRUCTION & OVERLAY ACTIVITIES THE US 183 SB TRAFFIC WILL BE SWITCHED TO DETOUR 1 & 2 AND THE NEWLY CONSTRUCTED SEGMENT OF THE NB FROM STA 1172+00 TO STA 1230+00 (FRNB).
3- UTILIZE EXISTING STOP SIGNS.
ft: 0' 25' 50' 100'
STATE OF TEXAS
TOMMY G. LEWARD
86258
REGISTERED PROFESSIONAL ENGINEER
12-3-10
DATE
BY
REV.
REVISION
DANNENBAUM
ENGINEERING COMPANY - AUSTIN, LLC
T.B.P.E. FIRM REGISTRATION #9588
Texas Department of Transportation
© 2010
US 183
TRAFFIC CONTROL PLANS
PHASE II
STEP 5
STA 147+00 TO STA 186+00
SCALE: HORIZONTAL 1"=100'
SHEET 3 OF 9
CONTROL DIV. NO.
FEDERAL AID PROJECT NO.
SHEET NO.
6
PTF 2009(886)
1014
STATE
DISTRICT NO.
COUNTY
TEXAS
14
WILLIAMSON
CONT.
SECT.
JOB
HIGHWAY NO.
0151
04
063,ETC
US 183

TRAFFIC CONTROL PLAN LEGEND

- (A) WZ PAV MRK (W) (4") (SLD) (NON-REMOV)
- (B) WZ PAV MRK (W) (4") (BRK) (NON-REMOV)
- (C) WZ PAV MRK (W) (4") (DOT) (NON-REMOV)
- (D) WZ PAV MRK (W) (8") (SLD) (NON-REMOV)
- (E) WZ PAV MRK (W) (8") (ENDP) (NON-REMOV)
- (F) WZ PAV MRK (W) (12") (SLD) (NON-REMOV)
- (G) WZ PAV MRK (W) (24") (SLD) (NON-REMOV)
- (H) WZ PAV MRK (Y) (4") (SLD) (NON-REMOV)
- (I) RAISED PAV MRK CL B (REFL) TY II-C-R
- (J) WZ PAV MRK (Y) (4") (BRK) (NON-REMOV)

- (1) INSTALL TEMPORARY SIGN
- (2) EXISTING SIGN TO BE REMOVED
- (3) MODIFY EXISTING SIGN
- TEMPORARY SIGNAL POLE
- TRAFFIC FLOW
- TYPE III BARRICADE
- DRUM
- VERTICAL PANEL

NOTES:

1- DURING SB LANES RECONSTRUCTION & OVERLAY ACTIVITIES THE US 183 SB TRAFFIC WILL BE SWITCHED TO DETOUR 1 & 2 AND THE NEWLY CONSTRUCTED SEGMENT OF THE NB FROM STA 1172+00 TO STA 1230+00 (FRNB).
2- UTILIZE EXISTING STOP SIGNS.
3- PROVIDE ACCESS TO RIVER RUN TRAFFIC FROM WHITEWING DRIVE TO THE RIVER RUN TEMP DETOUR AT ALL TIMES.

PROPOSED CONSTRUCTION

OVERLAY EXISTING PAVEMENT

REMOVE EXISTING PAVEMENT

TEMPORARY PAVEMENT

H: 0' 25' 50' 100'

DRAINAGE STRUCTURE 6

DRAINACE ESMT

ROW

℄ NB US 183 (FRNB)

1190+00

1195+00

NB US 183

SB US 183

Ⓑ 1200 LF

Ⓐ 1230 LF

LEFT LANE CLOSED

600 FT

℄ US 183 (US183)

190+00

195+00

LEFT LANE CLOSED

1200 FT

MATCH LINE STA 186+00.00 (US 183)
MATCH LINE STA 1185+57.68 (NB US 183)
MATCH LINE STA 3186+24.57 (SB US 183)

MATCH LINE STA 198+00.00 (US 183)
MATCH LINE STA 1197+47.84 (NB US 183)
MATCH LINE STA 3198+34.52 (SB US 183)

3190+00

3195+00

℄ SB US 183 (FRSB)

ROW

℄ NB US 183

50'

2' 11' 11' 11' 11' 4'

NB SB SB

VARIES VARIES

SEE PROPOSED TYPICAL SECTION SHEETS

TYPICAL SECTION

(LOOKING SOUTH)
LEFT TURN LANE

STATE OF TEXAS
TOMMY G. LEVARIO
86258
REGISTERED PROFESSIONAL ENGINEER
Tommy Levario
12-3-10

DATE	BY	REV.	REVISION

DANNENBAUM
ENGINEERING COMPANY - AUSTIN, LLC
T.B.P.E. FIRM REGISTRATION #8585

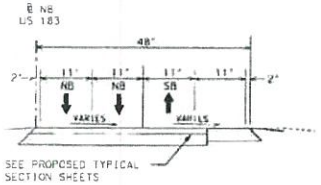
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US 183 TRAFFIC CONTROL PLANS PHASE II STEP 5

STA 186+00 TO STA 198+00
SCALE: HORIZONTAL 1"=100'

SHEET 4 OF 9

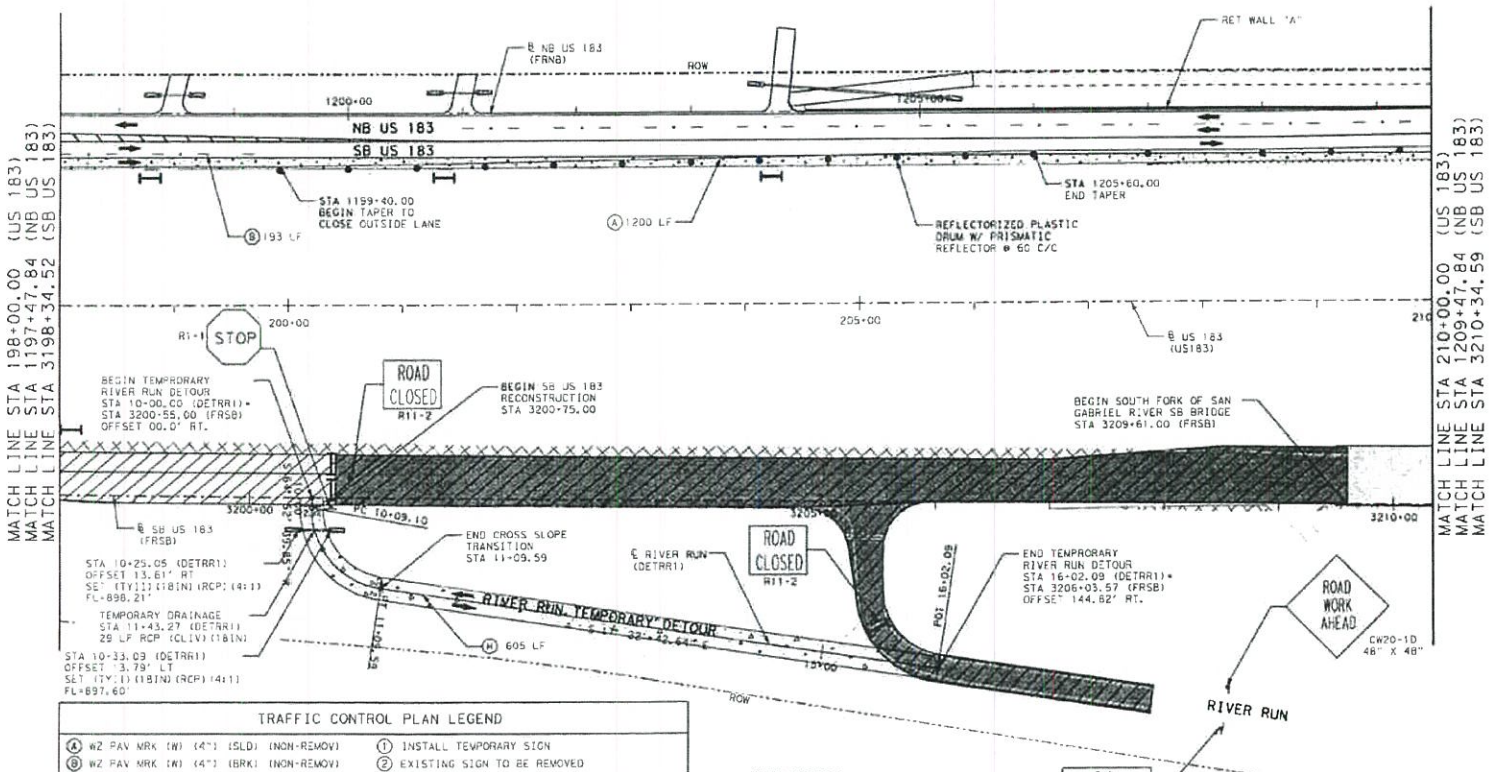
DIST. NO.	FEDERAL AID PROJECT NO.	SHEET NO.
6	PTF 2009(886)	1011
STATE	DIST.	COUNTY
TEXAS	14	WILLIAMSON
CONT.	SECT.	JOB
0151	04	063, ETC US 183



TYPICAL SECTION
(LOOKING SOUTH)

NOTES:

1- PROVIDE ACCESS TO RIVER RUN TRAFFIC FROM WHITEWING DRIVE TO THE RIVER RUN TEMP DETOUR AT ALL TIMES.
2- DURING SB LANES RECONSTRUCTION & OVERLAY ACTIVITIES THE US 183 SB TRAFFIC WILL BE SWITCHED TO DETOUR 1 & 2 AND THE NEWLY CONSTRUCTED SEGMENT OF THE NB FROM STA 1172+00 TO STA 1230+00 (FRNB).
3- INSTALL SGT, M6GF AND TERMINAL ANCHOR SECTION (TAS) BEFORE OPENING THE DETOURS FOR TRAFFIC, THEN REMOVE THEM AFTER PHASE III (STEP 1 (C) IS COMPLETE AND SB TRAFFIC SWITCHES TO THE NEWLY CONSTRUCTED SEGMENT.
4- FOR MORE DETAILS SEE SGT, M6GF, AND TERMINAL ANCHOR SECTION (TAS) STANDARD SHEETS.
5- BUILD RIVER RUN TEMPORARY DETOUR AFTER US 183 SB OVERLAY CONSTRUCTION IS COMPLETED.
6 UTILIZE EXISTING STOP SIGNS.



TRAFFIC CONTROL PLAN LEGEND

- (A) WZ PAV MRK (W) (4") (SLD) (NON-REMOV)
- (B) WZ PAV MRK (W) (4") (BRK) (NON-REMOV)
- (C) WZ PAV MRK (W) (4") (DOT) (NON-REMOV)
- (D) WZ PAV MRK (W) (8") (SLD) (NON-REMOV)
- (E) WZ PAV MRK (W) (8") (LNDP) (NON-REMOV)
- (F) WZ PAV MRK (W) (12") (SLD) (NON-REMOV)
- (G) WZ PAV MRK (W) (24") (SLD) (NON-REMOV)
- (H) WZ PAV MRK (Y) (4") (SLD) (NON-REMOV)
- (I) RAISED PAV MRK CL B (REFL) TY II-C-R

- (1) INSTALL TEMPORARY SIGN
- (2) EXISTING SIGN TO BE REMOVED
- (3) MODIFY EXISTING SIGN
- TEMPORARY SIGNAL POLE
- TRAFFIC FLOW
- TYPE III BARRICADE
- DRUM
- VERTICAL PANEL

CURVE DETRR1-1
PI STA = 10+70.22
DELTA = 82° 15' 22.48" (LT)
DEG CURVE = 81° 51' 04.01"
TANGENT = 61.13
LENGTH = 100.49
RADIUS = 70.00
PC STA = 10+09.10
PT STA = 11+09.59

- PROPOSED CONSTRUCTION
- OVERLAY EXISTING PAVEMENT
- RECONSTRUCT EXISTING PAVEMENT
- REMOVE EXISTING PAVEMENT
- TEMPORARY PAVEMENT

H: 0' 25' 50' 100'

STATE OF TEXAS
TONY C. LEVARIO
86258
REGISTERED
PROFESSIONAL ENGINEER
Tonny Levario 12-3-10

DATE	BY	REV.	REVISION

DANNENBAUM
ENGINEERING COMPANY - AUSTIN, LLC
T.B.P.E. FIRM REGISTRATION #8886

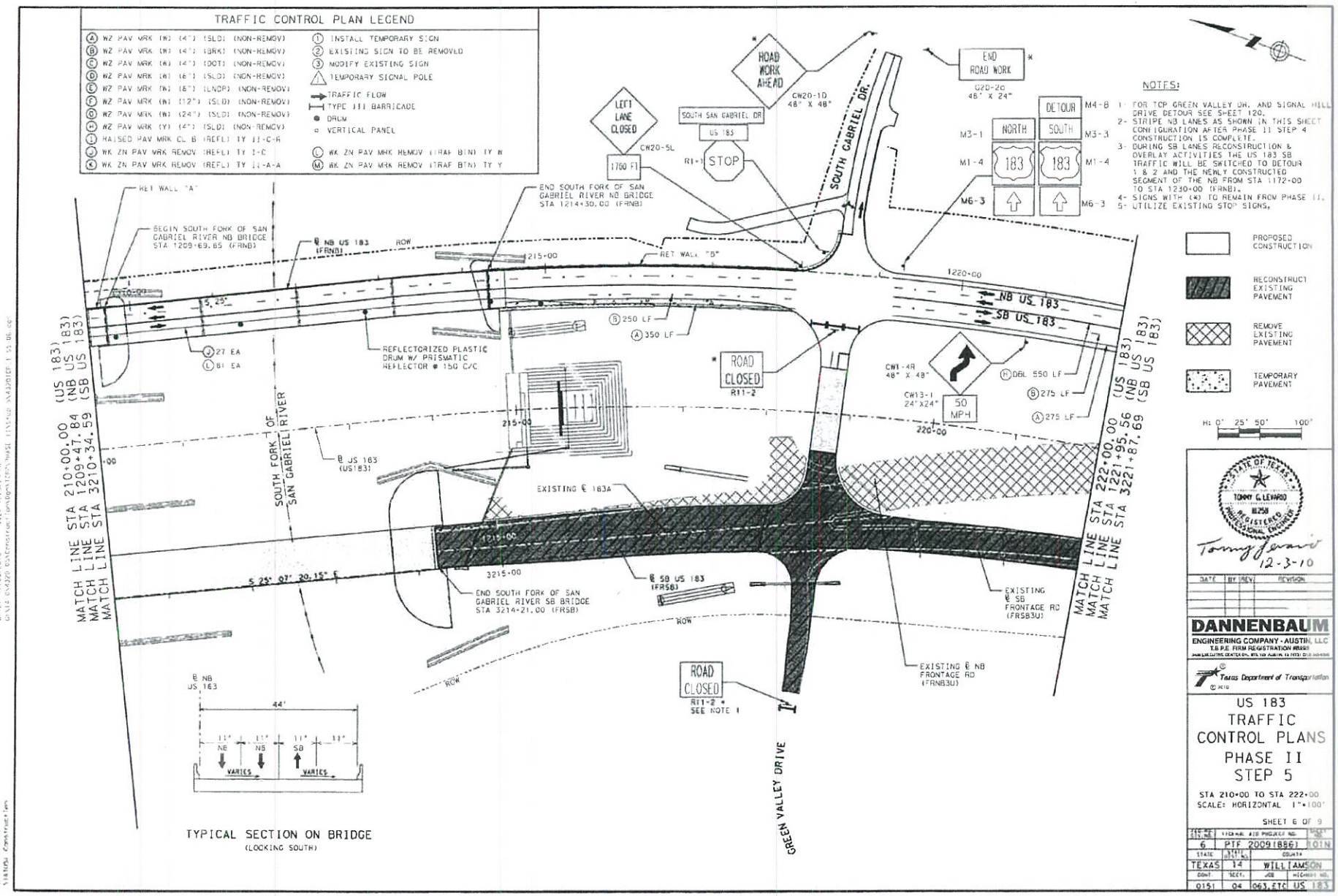
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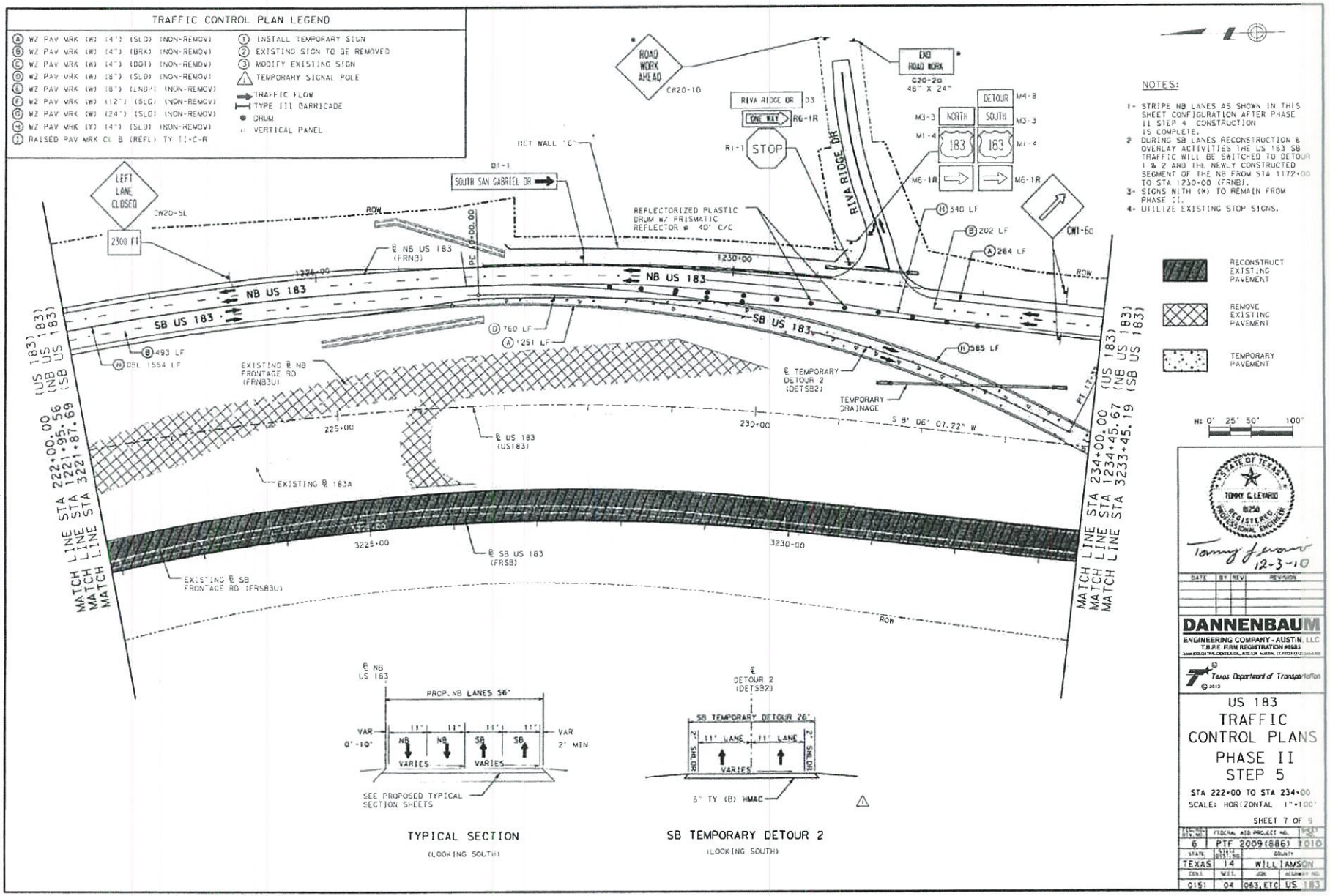
US 183
TRAFFIC CONTROL PLANS
PHASE II
STEP 5

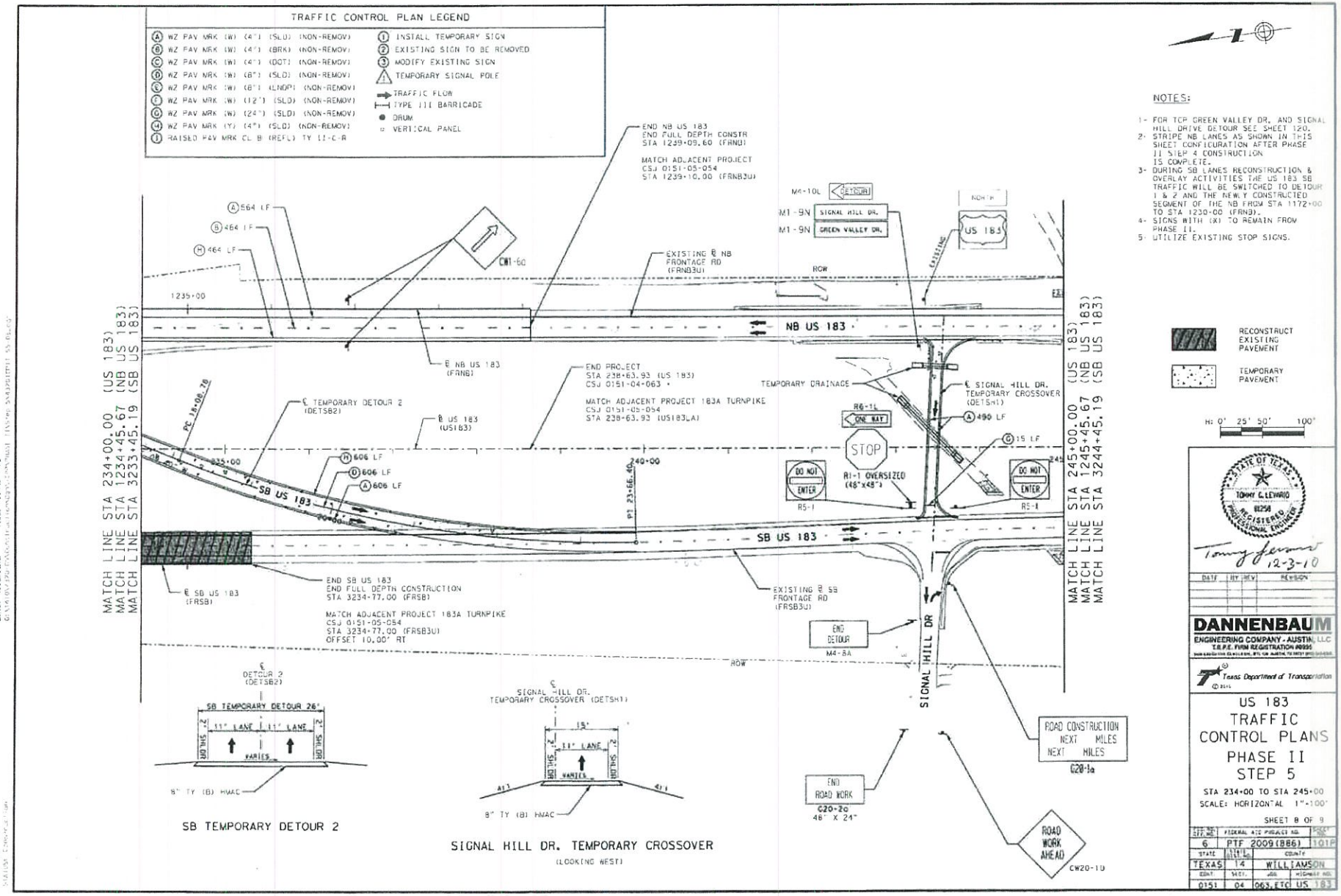
STA 198+00 TO STA 210+00
SCALE: HORIZONTAL 1"=100'

SHEET 5 OF 9

DIST.	COUNTY	SHEET NO.
6	FEDERAL AID PROJECT NO. PTF 2009(886)	101M
STATE TEXAS	DIST. NO. 14	COUNTY WILLIAMSON
CONT. 0151	SECT. 04	JOB 063, ETC
HIGHWAY NO. US 183		


TRAFFIC CONTROL PLAN LEGEND
(A) WZ PAV MRK (W) (4") (SLD) (NON-REMOV)
(B) WZ PAV MRK (W) (4") (BRK) (NON-REMOV)
(C) WZ PAV MRK (W) (4") (DOT) (NON-REMOV)
(D) WZ PAV MRK (W) (6") (SLD) (NON-REMOV)
(E) WZ PAV MRK (W) (8") (LNDP) (NON-REMOV)
(F) WZ PAV MRK (W) (12") (SLD) (NON-REMOV)
(G) WZ PAV MRK (W) (24") (SLD) (NON-REMOV)
(H) WZ PAV MRK (Y) (4") (SLD) (NON-REMOV)
(J) RAISED PAV MRK CL B (REFL) TY II-C-R
(K) WK ZN PAV MRK REMOV (REFL) TY I-C
(L) WK ZN PAV MRK REMOV (REFL) TY II-A-A
1 INSTALL TEMPORARY SIGN
2 EXISTING SIGN TO BE REMOVED
3 MODIFY EXISTING SIGN
TEMPORARY SIGNAL POLE
TRAFFIC FLOW
TYPE III BARRICADE
DRUM
VERTICAL PANEL
(C) WK ZN PAV MRK REMOV (TRAF BTN) TY W
(M) WK ZN PAV MRK REMOV (TRAF BTN) TY Y
NOTES:
1- FOR TCP GREEN VALLEY DR. AND SIGNAL HILL DRIVE DETOUR SEE SHEET 120.
2- STRIPE NB LANES AS SHOWN IN THIS SHEET CONFIGURATION AFTER PHASE II STEP 4 CONSTRUCTION IS COMPLETE.
3- DURING SB LANES RECONSTRUCTION & OVERLAY ACTIVITIES THE US 183 SB TRAFFIC WILL BE SWITCHED TO DETOUR 1 & 2 AND THE NEWLY CONSTRUCTED SEGMENT OF THE NB FROM STA 1172+00 TO STA 1230+00 (FRNB).
4- SIGNS WITH (*) TO REMAIN FROM PHASE II.
5- UTILIZE EXISTING STOP SIGNS.
ROAD WORK AHEAD
CW20-1D 48" X 48"
END ROAD WORK
G20-2a 48" X 24"
LEFT LANE CLOSED
CW20-5L
1700 FT
SOUTH SAN GABRIEL DR
US 183
R1-1 STOP
SOUTH GABRIEL DR.
DETOUR
NORTH
SOUTH
M4-8
M3-1
M3-3
M1-4
M6-3
183
RET WALL "A"
BEGIN SOUTH FORK OF SAN GABRIEL RIVER NB BRIDGE STA 1209+69.85 (FRNB)
℄ NB US 183 (FRNB)
ROW
END SOUTH FORK OF SAN GABRIEL RIVER NB BRIDGE STA 1214+30.00 (FRNB)
RET WALL "B"
1215+00
1220+00
NB US 183
SB US 183
(B) 250 LF
(A) 350 LF
(J) 27 EA
(L) 81 EA
REFLECTORIZED PLASTIC DRUM W/ PRISMATIC REFLECTOR @ 15G C/C
ROAD CLOSED R11-2
CW1-4R 48" X 48"
CW13-1 24"X24"
50 MPH
(H) 661 550 LF
(B) 275 LF
(A) 275 LF
(US 183) (NB US 183) (SB US 183)
MATCH LINE STA 210+00.00 (NB US 183) STA 1209+47.84 (SB US 183) STA 3210+34.59
MATCH LINE STA 222+00.00 (NB US 183) STA 1221+95.56 (SB US 183) STA 3221+87.69
SOUTH FORK OF SAN GABRIEL RIVER
℄ US 183 (US183)
EXISTING ℄ 183A
3215+00
℄ SB US 183 (FRSB)
END SOUTH FORK OF SAN GABRIEL RIVER SB BRIDGE STA 3214+21.00 (FRSB)
EXISTING ℄ SB FRONTAGE RD (FRSB3U)
EXISTING ℄ NB FRONTAGE RD (FRNB3U)
ROAD CLOSED R11-2 * SEE NOTE 1
GREEN VALLEY DRIVE
℄ NB US 183
44'
12' 12' 12' 12'
NB NB SB
VARIES VARIES
TYPICAL SECTION ON BRIDGE
(LOOKING SOUTH)
PROPOSED CONSTRUCTION
RECONSTRUCT EXISTING PAVEMENT
REMOVE EXISTING PAVEMENT
TEMPORARY PAVEMENT
H: 0' 25' 50' 100'
STATE OF TEXAS
TOMMY G. LEWARD
86258
REGISTERED PROFESSIONAL ENGINEER
12-3-10
DATE BY REV. REVISION
DANNENBAUM
ENGINEERING COMPANY - AUSTIN, LLC
T.B.P.E. FIRM REGISTRATION #8588
Texas Department of Transportation
US 183
TRAFFIC CONTROL PLANS
PHASE II
STEP 5
STA 210+00 TO STA 222+00
SCALE: HORIZONTAL 1"=100'
SHEET 6 OF 9
6 PTF 2009(886) ROIN
TEXAS 14 WILLIAMSON
0151 04 063, ETC US 183


TRAFFIC CONTROL PLAN LEGEND
(A) WZ PAV MRK (W) (4") (SLD) (NON-REMOV)
(B) WZ PAV MRK (W) (4") (BRK) (NON-REMOV)
(C) WZ PAV MRK (W) (4") (DOT) (NON-REMOV)
(D) WZ PAV MRK (W) (8") (SLD) (NON-REMOV)
(E) WZ PAV MRK (W) (8") (LNDP) (NON-REMOV)
(F) WZ PAV MRK (W) (12") (SLD) (NON-REMOV)
(G) WZ PAV MRK (W) (24") (SLD) (NON-REMOV)
(H) WZ PAV MRK (Y) (4") (SLD) (NON-REMOV)
(I) RAISED PAV MRK CL B (REFL) TY II-C-R
(1) INSTALL TEMPORARY SIGN
(2) EXISTING SIGN TO BE REMOVED
(3) MODIFY EXISTING SIGN
TEMPORARY SIGNAL POLE
TRAFFIC FLOW
TYPE III BARRICADE
DRUM
VERTICAL PANEL
ROAD WORK AHEAD
CW20-1D
END ROAD WORK
G20-2a
48" X 24"
RIVA RIDGE DR
D3
ONE WAY
RG-1R
R1-1
STOP
D1-1
SOUTH SAN GABRIEL DR
DETOUR
M4-8
M3-3
NORTH
SOUTH
M1-4
183
M6-1R
RET WALL 'C'
RIVA RIDGE DR
LEFT LANE CLOSED
CW20-5L
2300 FT
ROW
℄ NB US 183 (FRNB)
PC 1228+00.00
1228+00
1230+00
NB US 183
SB US 183
REFLECTORIZED PLASTIC DRUM W/ PRISMATIC REFLECTOR @ 40' C/C
(H) 340 LF
(B) 202 LF
(A) 264 LF
CW1-6
(D) 760 LF
(A) 1251 LF
(B) 493 LF
(H) DBL 1554 LF
EXISTING ℄ NB FRONTAGE RD (FRNB3U)
℄ TEMPORARY DETOUR 2 (DETS82)
TEMPORARY DRAINAGE
(H) 585 LF
225+00
230+00
S 8° 06' 07.22" W
℄ US 183 (US183)
EXISTING ℄ 183A
3225+00
3230+00
℄ SB US 183 (FRSB)
EXISTING ℄ SB FRONTAGE RD (FRSB3U)
ROW
MATCH LINE STA 222+00.00 (US 183)
MATCH LINE STA 1221+95.56 (NB US 183)
MATCH LINE STA 3221+87.69 (SB US 183)
MATCH LINE STA 234+00.00 (US 183)
MATCH LINE STA 1234+45.67 (NB US 183)
MATCH LINE STA 3233+45.19 (SB US 183)
NOTES:
1- STRIPE NB LANES AS SHOWN IN THIS SHEET CONFIGURATION AFTER PHASE II STEP 4 CONSTRUCTION IS COMPLETE.
2 DURING SB LANES RECONSTRUCTION & OVERLAY ACTIVITIES THE US 183 SB TRAFFIC WILL BE SWITCHED TO DETOUR 1 & 2 AND THE NEWLY CONSTRUCTED SEGMENT OF THE NB FROM STA 1172+00 TO STA 1230+00 (FRNB).
3- SIGNS WITH (X) TO REMAIN FROM PHASE II.
4- UTILIZE EXISTING STOP SIGNS.
RECONSTRUCT EXISTING PAVEMENT
REMOVE EXISTING PAVEMENT
TEMPORARY PAVEMENT
0' 25' 50' 100'
℄ NB US 183
PROP. NB LANES 56'
VAR 0'-10'
11' 11' 11' 11'
NB NB SB SB
VAR 2' MIN
VARIES
SEE PROPOSED TYPICAL SECTION SHEETS
TYPICAL SECTION
(LOOKING SOUTH)
℄ DETOUR 2 (DETS82)
SB TEMPORARY DETOUR 26'
2' SHLDR
11' LANE 11' LANE
2' SHLDR
VARIES
8" TY (B) HMAC
SB TEMPORARY DETOUR 2
(LOOKING SOUTH)
STATE OF TEXAS
TOMMY G. LEVARIO
81250
REGISTERED PROFESSIONAL ENGINEER
12-3-10
DATE BY REV REVISION
DANNENBAUM
ENGINEERING COMPANY - AUSTIN, LLC
T.B.P.E. FIRM REGISTRATION #9585
Texas Department of Transportation
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US 183
TRAFFIC CONTROL PLANS
PHASE II
STEP 5
STA 222+00 TO STA 234+00
SCALE: HORIZONTAL 1"=100'
SHEET 7 OF 9
DISTRICT NO. 6
FEDERAL AID PROJECT NO. PTF 2009(886) 1010
STATE TEXAS
HIGHWAY NO. 183
COUNTY WILLIAMSON
CONT. 0151
SECT. 04
JOB 063, ETC
HIGHWAY NO. US 183



STATE OF TEXAS
TOMMY C. LEWARD
81258
REGISTERED PROFESSIONAL ENGINEER
Tommy Leward
12-3-10

DATE	BY	REV.	REVISION

DANNENBAUM ENGINEERING COMPANY - AUSTIN, LLC
T.B.P.E. FIRM REGISTRATION #9995

Texas Department of Transportation

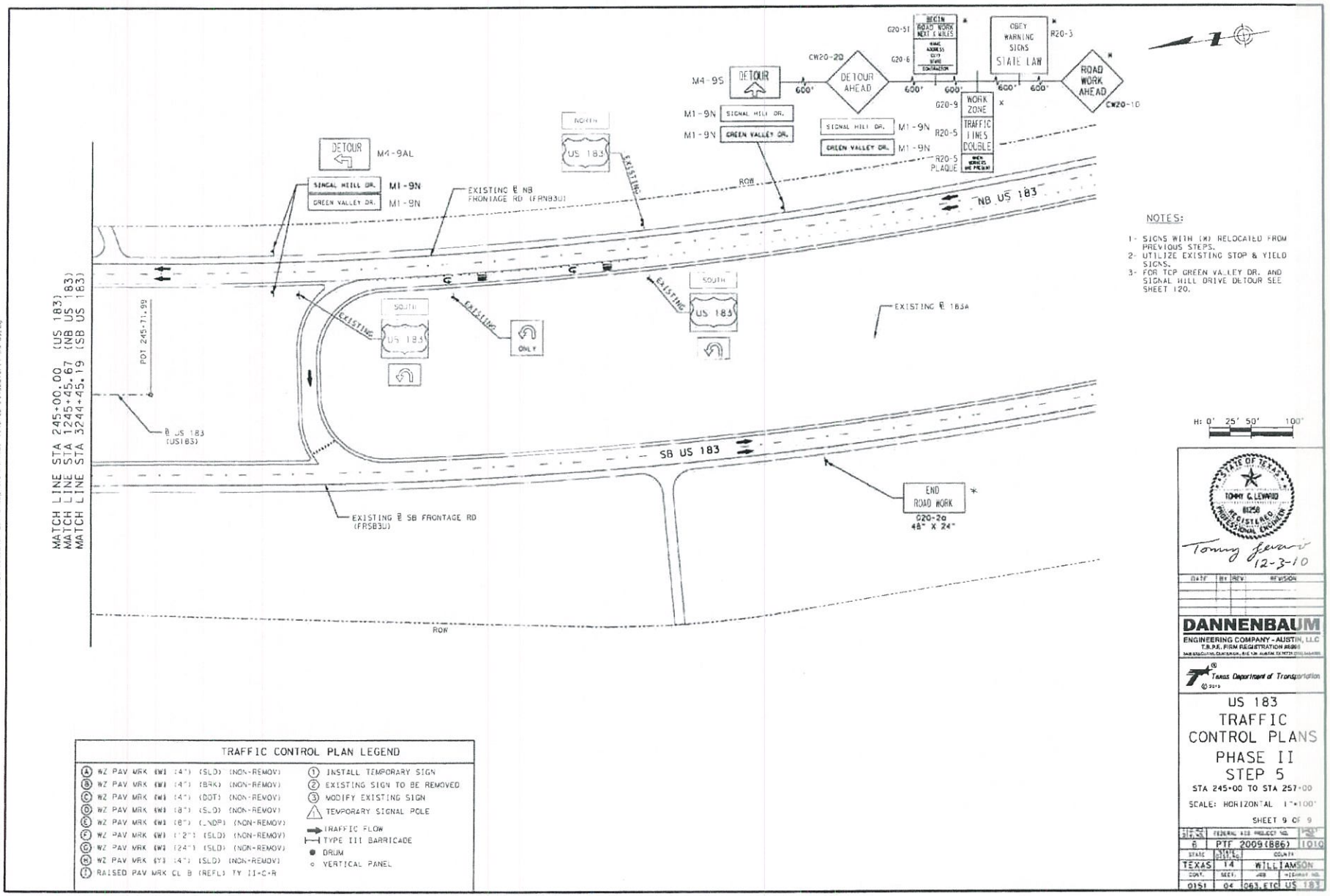
US 183 TRAFFIC CONTROL PLANS PHASE II STEP 5

STA 234+00 TO STA 245+00

SCALE: HORIZONTAL 1"=100'

SHEET 8 OF 9

DIST. NO.	FEDERAL AID PROJECT NO.	SHEET NO.
6	PTF 2009(886)	101P
STATE	DIST.	COUNTY
TEXAS	14	WILLIAMSON
CONT.	SECT.	JOB	HIGHWAY NO.
0151	04	063, ETC	US 183



NOTES:

1- SIGNS WITH (M) RELOCATED FROM PREVIOUS STEPS.
2- UTILIZE EXISTING STOP & YIELD SIGNS.
3- FOR TCP GREEN VALLEY DR. AND SIGNAL HILL DRIVE DETOUR SEE SHEET 120.

H: 0' 25' 50' 100'

TRAFFIC CONTROL PLAN LEGEND

- (A) WZ PAV MRK (W) (4") (SLD) (NON-REMOV)
- (B) WZ PAV MRK (W) (4") (BRK) (NON-REMOV)
- (C) WZ PAV MRK (W) (4") (DOT) (NON-REMOV)
- (D) WZ PAV MRK (W) (8") (SLD) (NON-REMOV)
- (E) WZ PAV MRK (W) (8") (LNDP) (NON-REMOV)
- (F) WZ PAV MRK (W) (12") (SLD) (NON-REMOV)
- (G) WZ PAV MRK (W) (24") (SLD) (NON-REMOV)
- (H) WZ PAV MRK (Y) (4") (SLD) (NON-REMOV)
- (I) RAISED PAV MRK CL B (REFL) TY II-C-R

- (1) INSTALL TEMPORARY SIGN
- (2) EXISTING SIGN TO BE REMOVED
- (3) MODIFY EXISTING SIGN
- TEMPORARY SIGNAL POLE
- TRAFFIC FLOW
- TYPE III BARRICADE
- DRUM
- VERTICAL PANEL

STATE OF TEXAS
TOMMY C. LEWALD
81258
REGISTERED PROFESSIONAL ENGINEER
Tommy Lewald
12-3-10

DATE	BY	REV.	REVISION

DANNENBAUM
ENGINEERING COMPANY - AUSTIN, LLC
T.B.P.E. FIRM REGISTRATION #5880

Texas Department of Transportation

US 183
TRAFFIC CONTROL PLANS
PHASE II
STEP 5

STA 245+00 TO STA 257+00

SCALE: HORIZONTAL 1"=100'

SHEET 9 OF 9

DIST.	COUNTY		
18	PTF 2009(886)		1010
STATE	DIST.	COUNTY	
TEXAS	14	WILLIAMSON	
CONT.	SECT.	JOB	HIGHWAY NO.
0151	04	063, ETC	US 183

Commissioners Court - Regular Session **27.**

Meeting Date: 09/20/2011

Transfer Request for 2006 GO Park Bonds

Submitted For: Randy Bell **Submitted By:** Pam Navarrette, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider authorizing transfer request for 2006 GO Park Bonds per recommendation of Randy Bell, Park Director on the following amounts: $15,000 from Brushy Creek Trail Phase III (P130) to Trail Master Plan (P248); $100,000 from Southwest Regional Park (P15) to SW Regional Splash Pad (P215); and $80,000 from Southwest Regional Park (P15) to Park Headquarters (P204).

Background

Trail Master Plan for Baker Aicklen to perform GIS Mapping services on any gaps on the Williamson County Trail system to connect current trails or develop new ones for future development and usage. SW Regional Splash Pad need additional funds to cover new requests after construction to accommodate public safety and smooth running facility. Also, to cover change order approved for Westar on May 10, 2011 in the amount of $28,015.70. On the Park Headquarters, will need additional funds to cover approved change orders.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/15/2011 12:04 PM

Form Started By: Pam Navarrette Started On: 09/15/2011 11:20 AM

Final Approval Date: 09/15/2011

Commissioners Court - Regular Session **28.**

Meeting Date: 09/20/2011

TXDoT Advanced Funding Agreement Amendment 1

Submitted For: Hal Hawes **Submitted By:** Lucille D'Elia, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on TXDoT Advanced Funding Agreement Amendment # 1 for South Brushy Creek Pedestrian Bridge.

Background

This Amendment is necessary to incorporate recent changes in federal and state provisions and requirements.

Attachments

TXDOT ADVANCED

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Peggy Vasquez	09/16/2011 11:21 AM

Form Started By: Lucille D'Elia Started On: 09/14/2011

Final Approval Date: 09/16/2011

CSJ # 0914-05-171
District # 14 - Austin
Code Chart 64 # 50246
Project:Wilco S. Brushy Creek Pedestrian Bridge
Federal Highway Administration
CFDA # 20.205
Not Research and Development

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
AMENDMENT #1

THIS AMENDMENT is made by and between the State of Texas, acting through the Texas Department of Transportation, called the State, and Williamson County, acting by and through its duly authorized officials, called the Local Government.

WITNESSETH

WHEREAS, the State and the Local Government executed a contract on the 19th day of May, 2011 to effectuate their agreement to construct the Wilco South Brushy Creek Pedestrian Bridge; and,

WHEREAS, it has become necessary to amend that contract to incorporate recent changes in federal and state provisions and requirements;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, the State and the Local Government do agree as follows:

AGREEMENT

1. Description of Amended Items

Articles 1. through 28. are deleted in their entirety and replaced with the following:

1. **Period of the Agreement**
   The period of this LPAFA is as stated in the Master Agreement, without exception.

2. **Termination of this LPAFA**
   The termination of this LPAFA shall extinguish all rights, duties, obligations, and liabilities of the State under this LPAFA. This LPAFA shall be terminated under the conditions as stated in the Master Agreement or for the conditions, and in the manner, described in this LPAFA.
   A. If the potential termination of the LPAFA is due to the failure of the Local Government to fulfill its contractual obligations, the State will notify the Local Government that possible breach of contract has occurred. The Local Government should make every effort to remedy the breach within a period mutually agreed upon by both parties.
   B. If the Local Government withdraws from the Project after the LPAFA is executed, it shall be responsible for all direct and indirect Project costs as identified by the State's cost accounting system.
   C. A Project may be eliminated from the program as outlined below. If the Project is eliminated for any of these reasons, this LPAFA will be appropriately terminated. A project may be eliminated from the program if:
      1. The Local Government fails to satisfy any requirements of the program rules cited as 43 TAC §11.200 et seq.
      2. The implementation of the Project would involve significant deviation from the activities as proposed in the nomination form.
      3. The Local Government withdraws from participation in the Project.
      4. The Project is not implemented within a reasonable time, as determined by the State in consultation with the Local Government. In absence of information suggesting that a shorter or longer period is appropriate, four

years or less from the date the project was approved for TE funding by Minute Order, will be presumed to be a reasonable time. The project must therefore, be awarded to contract before July 29, 2014.

5. The State determines that federal funding may be lost due to the Project not being implemented and completed.
6. Funds are not appropriated, in which case this LPAFA shall be terminated immediately with no liability to either party. Payment under this LPAFA beyond the current fiscal biennium is subject to availability of appropriated funds.
7. The Local Government fails to attend bi-annual progress meetings as scheduled by the State.

3. Amendments

Amendments of this LPAFA shall be made as described in the Master Agreement, without exception.

4. Scope of Work, Use of Project, and Project Location

The scope of work for the Project, which is shown in Attachment B, the Project Location Map, described in the nomination form and as approved by the Texas Transportation Commission, consists of: the construction of a pedestrian bridge connecting the 183A Shared Use Path with the Brushy Creek Regional Trail.

The purpose of this Transportation Enhancement project is to provide a bridge connecting the 183A Shared Use Path and the Brushy Creek Regional Trail that shall provide safer transportation, apart from vehicular traffic, for pedestrians and bicyclists traveling between these two trails.

Any project changes proposed must be submitted in writing by the Local Government to the State. Changes may also require an amendment to the LPAFA and the approval of the Federal Highway Administration (FHWA), the State, or the Commission. Any changes undertaken without written approval and agreement amendment may jeopardize not only the federal funding for the changes, but the federal funding of the entire Project.

5. Right of Way and Real Property Acquisition

Right of way and real property acquisition shall be the responsibility of the Local Government, as stated in the Master Agreement unless otherwise provided below:

A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property. If the Local Government is the owner of any part of the Project site under this LPAFA, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.

B. The Local Government will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government, and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.

C. The Local Government shall assume all costs and perform all work necessary to obtain needed evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.

D. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this LPAFA and before federal spending authority is approved.

E. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.

F. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage, and recommended compensation. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of the documentation and reports used in calculating each parcel's value. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and will base its reimbursement for parcel acquisitions on these in determining the fair market value.

G. Condemnation shall not be used to acquire real property for this enhancement Project.

H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this LPAFA. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of each parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers for expenses incurred in order to assure good title. Any costs associated with the relocation of displaced persons and personal property, as well as incidental expenses incurred in acquiring property to implement a TE project, will be the responsibility of the Local Government and current property owner at no cost to the State.

I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this LPAFA. The separate agreement must establish that the Project will be dedicated for public use for a period of time commensurate with the federal investment, but not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed separate agreement shall be provided to the State.

J. The Local Government agrees to execute individually or produce a legal document as necessary to provide for the Project's continued use from the date of completion, and agrees to cause the same to be recorded in the land records of the appropriate jurisdiction.

K. Local governments receiving federal funds must retain an inventory of funded items and monitor projects in accordance with 23 CFR 710 and 49 CFR 18, and with the procedures provided in the State's Local Government Project Procedures manual.
The Local Government agrees to monitor the Project to ensure: (1) continued use of the property for approved activities, and (2) the repayment of the federal funds, as appropriate.
   1. The Local Government agrees to the review of their Project accounts and site visits by the State during the development of the Project at any time;
   2. Upon Project completion, the State will continue to perform periodic visits to confirm the Project's continued use and upkeep.

L. Forty five (45) days prior to any construction contract let date, the Local Government shall provide a certification to the State that all real property has been acquired.

6. Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work, unless specified in the in the Transportation Enhancement Nomination form and approved by the State. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction begins.

7. Environmental Assessment and Mitigation

A. Environmental assessment and mitigation will be carried out as stated in the Master Agreement, unless otherwise specified in the Transportation Enhancement Nomination form and approved by the State. These costs will not

be reimbursed or credited towards the Local Government's financial share of the Project unless specified in the nominating form and approved by the State.

B. Forty five (45) days prior to any construction contract let date, the Local Government shall provide a certification to the State that all environmental problems have been remediated. Additionally, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

8. **Architectural and Engineering Services**

Architectural and engineering services will be provided by the Local Government. Compliance with Texas Accessibility Standards and the Americans with Disabilities Act (ADA) will be as stated in the Master Agreement.

A. The architectural contract documents shall be developed in accordance with the standards of the American Institute of Architects, the U.S. Secretary of the Interior's *Standards for Historic Preservation Projects, Standards and Guidelines for Archeology and Historic Preservation, the National Register Bulletin Number 36: Guidelines for Evaluating and Registering Historical Archeological Sites* and in consultation with the State Historic Preservation Officer, as applicable. The engineering plans shall be developed in accordance with the State's applicable *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the two American Association of State Highway Transportation Officials' (AASHTO) publications, *"A Policy on Geometric Design of Highways and Streets"* and *"Guide for the Development of Bicycle Facilities,"* as applicable. All contract procurement procedures and documents must adhere to the applicable requirements established in the *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges*. The use of other systems of specifications shall be approved by the State in writing in advance.

B. When architectural and engineering services are provided by or through the Local Government, then the following Items 1 and 2 apply.

1. The Local Government shall submit any plans it has completed to the State for review and approval. The Local Government may also submit the plans to the State for review anytime prior to completion. The Local Government shall make the necessary revisions determined by the State. The Local Government will not let the construction contract until all required plans have received State approval.
2. The Local Government shall submit to the State all documentation relating to authorized costs incurred for providing architectural and engineering services. Reasonable, allowable, and allocable costs incurred by the Local Government, after the Local Government has obtained written authorization from the State to incur costs, will be eligible for reimbursement at an amount not to exceed twenty percent (20%) of the eligible authorized costs.

C. When architectural and engineering services are provided by or through the State, then the following applies: The State is responsible for the delivery and performance of any required architectural or preliminary engineering work. The Local Government may review and comment on the work as required to accomplish the Project purposes. The State will cooperate fully with the Local Government in accomplishing these Project purposes to the degree permitted by state and federal law.

9. **Construction Responsibilities**

A. The Local Government shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.

B. All contract letting and award procedures must be approved by the State prior to letting and award of the construction contract, whether the construction contract is awarded by the State or by the Local Government.

C. All contract change order review and approval procedures must be approved by the State prior to start of construction.

D. Upon completion of the Project, the party constructing the project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion.

E. For federally funded contracts, the parties to this LPAFA will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR Part 635, Subpart B.

F. Any field changes, supplemental agreements, or revisions to the design plans that may occur after the construction contract is awarded will be mutually agreed to by the State and the Local Government prior to authorizing the contractor to perform the work. Prior to completion of the Project, the party responsible for construction will notify the other party to this LPAFA of the anticipated completion date. All parties will be afforded the opportunity to assist in the final review of the construction services performed by the contractor.

10. **Project Maintenance**
   A. Upon completion of the Project the Local Government will be responsible for maintaining the completed facility for public use. The property shall be maintained and operated for the purpose for which it was approved and funded for a period of time commensurate with the federal investment. Should the Local Government at any time after Project completion decide it can no longer maintain and operate the Project for its intended purpose, the Local Government shall return the federal funds in accordance with CFR federal recapture requirements. Should the Local Government consider conveying the property, the State and FHWA must be notified prior to the sale, transfer, or disposal of any property that received federal funds. Written concurrence of approval for the transaction detailing any required recapture, must be obtained from FHWA prior to the transaction. Advance notice from the Local Government of their intended action must be submitted to the State for an FHWA review a minimum of sixty (60) days prior to any action being taken by the Local Government. The Local Government shall be held responsible for reimbursement of all federal funds used or a portion of those funds based on a pro-rata amount, considering the original percentage of federal funds provided and the time elapsed from the Project completion date. This same percentage of reimbursement also applies to any amount of profit that may be derived from the conveyance of the property, as applicable.
   B. Any manufacturer warranties extended to the Local Government as a result of the Project shall remain in the name of the Local Government. The State shall not be responsible for honoring any warranties under this LPAFA.
   C. Should the Local Government derive any income from the development and operation of the Project, a portion of the proceeds sufficient for the maintenance and upkeep of the property, shall be set aside for future maintenance. A project income report shall be submitted to the State on a quarterly basis. Monies set aside according to this provision shall be expended using accounting procedures established under OMB-133 and with the property management standards established in Title 49 CFR §18.32.
   D. Should any historic properties be included in or affected by this federally funded Project, the historic integrity of the property and any contributing features must continue to be preserved regardless of any approved changes that may occur throughout the life of the Project.

11. **Local Project Sources and Uses of Funds**
   A. A Project Budget Estimate is provided in Attachment C, showing the total estimated development cost of the Project. This estimate shows the itemized cost of real property, utilities, environmental assessments and remediation, architectural and engineering activities, construction, and any other substantial items of cost. To be eligible for reimbursement, costs must have been included in the itemized budget section of the nomination form approved by the Texas Transportation Commission. The State and the Federal Government will not reimburse the Local Government for any work performed before federal spending authority is formally obligated to the Project by the Federal Highway Administration. After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated. Costs may be shifted between work categories after receiving written approval from the State.
   B. If the Local Government will perform any work under this LPAFA for which reimbursement will be provided by or through the State, the Local Government must complete training *in Local Government Procedures Qualification for the Texas Department of Transportation* before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.

C. A Source of Funds estimate based on the budget provided in the project nomination form is included as Attachment C. Attachment C shows the percentage and estimated dollar amounts to be contributed to the Project by state and local sources, as well as the maximum amount in federal Transportation Enhancement Funds assigned by the Commission to the project. The parties agree that this agreement may be amended from time to time as required to meet the funding commitments based on revisions to the Transportation Improvement Program, FPAA, or other federal document.

D. The Local Government will be responsible for all non-federal participation costs associated with the Project, including any overruns in excess of the Project cost estimate and any operating or maintenance expenses. Donations of real property, materials, and services required for the development of the Project may be eligible to count towards the local funding share of a project as in-kind contributions, if provided for in the original Transportation Enhancement Nomination's authorized budget. In order to be considered eligible, in-kind contributions must be provided from sources other than the Local Governmental nominating the project. The value of the allowable in-kind contributions of real property, materials, or services will be based on verification of their fair market value at donation. In-kind contribution of services are limited to preparation of plans, specifications, and estimates. The maximum allowable in-kind contribution to a project is twenty percent (20%) of the eligible Project's cost; however in-kind contributions may not be used to match the cost of any direct or indirect TxDOT Administrative cost incurred. The estimate amount of in-kind contribution provided in the project's budget is **$0.00** for the items of **N/A**. If a remaining balance of the Local Government's required match is due after the in-kind contribution's value is applied, the remainder must be provided in cash. The Local Government may also provide other property, services, or materials to reduce the overall cost of a Project, but it will not be considered as an in-kind contribution.

E. The State will be responsible for securing the federal share of funding required for the development and construction of the Project, in an amount not to exceed eighty percent (80%) of the actual cost of the work up to the amount of funds approved for the Project by the Texas Transportation Commission. Federal funds will be reimbursed on a cost basis. Project costs incurred prior to Project selection by the Texas Transportation Commission and approval by the State to proceed are not eligible for reimbursement.

F. Following execution of this LPAFA, but prior to the performance of any review work by the State, the Local Government will pay to the State the amount sufficient to cover the estimated cost for the State's review. The Local Government shall advance to the State twenty percent (20%) of the State's administrative and associated cost for review of the plans, specifications, and estimate. The Local Government must also advance to the State twenty percent (20%) of the Project's estimated preliminary engineering cost, if the State is administering the architectural or engineering contract. The estimated amount of this advance for this Project's preliminary engineering is $ 11,366.00, including cash and allowable in-kind contributions. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government must advance to the State twenty percent (20%) of the State's administrative and associated costs for letting and construction. The Local Government shall also remit its remaining financial share for the Project's estimated construction and construction engineering costs if the State is letting the project. The amount to be advanced for this Project's Construction is estimated to be $ 5,683.00, including cash and allowable in-kind contributions.

G. In the event the State determines that additional funding is required by the Local Government at any time during the development of the Project, the State will notify the Local Government in writing. The Local Government is responsible for twenty percent (20%) of the authorized Project cost and one hundred percent (100%) of any overruns above the federally authorized amount. The Local Government will make payment to the State within thirty (30) days from receipt of the State's written notification.

H. Whenever funds are paid by the Local Government to the State under this LPAFA, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied by the State to the Project.

I. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party. If, after final Project accounting, excess funds remain in the escrow account, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement with approval by appropriate personnel of the Local Government.

J. In the event the Project is not completed, the State may seek reimbursement from the Local Government of the expended federal funds. The Local Government will remit the required funds to the State within sixty (60) days from receipt of the State's notification.

K. If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than state or federal Regulations, or if any other locally proposed changes, including but not limited to plats or re-plats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by the Local Government. The cost of providing right of way acquired by the State shall mean the total expenses in acquiring the property interests either through negotiations or eminent domain proceedings, including but not limited to expenses related to relocation, removal, and adjustment of eligible utilities.

L. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this LPAFA or indirectly through a contract or subcontract under this LPAFA. Acceptance of funds directly under this LPAFA or indirectly through a contract or subcontract under this LPAFA acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

M. The State will not pay interest on any funds provided by the Local Government.

N. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this LPAFA.

O. The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

12. **Inspection of Books and Records**
The parties to this LPAFA shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this LPAFA and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal Highway Administration (FHWA), and the U.S. Office of the Inspector General, or their duly authorized representatives for review and inspection at its office during the agreement period and for four (4) years from the date of completion of work defined under this LPAFA or until any impending litigation, or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this LPAFA for the purpose of making audits, examinations, excerpts, and transcriptions.

13. **Cost Principles**
In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

14. **Lobbying Certification**
The parties to this LPAFA reaffirm that no federal funds were used to lobby for Project funds, but that if any lobbying occurred, it has been reported to the State, pursuant to the requirements of the Master Agreement.

15. **Document and Information Exchange**
The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements and related documentation in a Microsoft® Word or similar format. If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed construction time estimate including types of activities and month in which the activity will be completed in the format required by the State. This requirement applies whether the Local Government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

16. **Incorporation**
The Master Agreement is incorporated into this LPAFA as if fully set forth in this LPAFA.

17. **Insurance**
If this LPAFA authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate

of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

18. **Debarment Certification**
The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this LPAFA, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this LPAFA shall require any party to a contract, subcontract, or purchase order awarded under this LPAFA to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

19. **Civil Rights Compliance**
The Local Government shall comply with the regulations of the U.S. Department of Transportation as they relate to non-discrimination (49 CFR Part 21 and 23 CFR Part 200), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

20. **Disadvantaged Business Enterprise Program Requirements**
   A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
   B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
   C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
   D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://txdot.gov/business/business_outreach/mou.htm.
   E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this LPAFA. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this LPAFA. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
   F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

21. **Federal Funding Accountability and Transparency Act Requirements**
   A. Any recipient or sub-recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms:

http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf and http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf.

B. For sub-awards greater than $25,000, the Local Government, as a recipient of federal funding, agrees that it shall:
   1. Obtain and provide to the State and the federal government, a Central Contracting Registry (CCR) number with the federal government (Federal Acquisition Regulation, Part 4, Sub-part 4.1100). The CCR number may be obtained by visiting the CCR web-site whose address is: https://www.bpn.gov/ccr/default.aspx;
   2. Obtain and provide to the State and the federal government, a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website http://fedgov.dnb.com/webform; and
   3. Report the total compensation and names of its top executives to the State and federal government if:
      i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25,000,000 annually; and
      ii. Compensation information is not already available through reporting to the U.S.Securities and Exchange Commission.

22. Single Audit Report

A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.

B. If threshold expenditures of $500,000 or more are met during the Local Government's fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at http://www.txdot.gov/contact_us/audit.htm .

C. If expenditures are less than $500,000 during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Audit Office as follows: "We did not meet the $500,000 expenditure threshold and therefore, are not required to have a single audit performed for FY _____."

D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the LPAFA, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

All other provisions of the original contract are unchanged and remain in full force and effect.

2. **Signatory Warranty**

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT

_____
Signature

_____
Typed or Printed Name

_____
Title

_____
Date

THE STATE OF TEXAS

_____
Janice Mullenix
Director of Contract Services
Texas Department of Transportation

_____
Date

Commissioners Court - Regular Session **29.**

Meeting Date: 09/20/2011

CTRMA Amendment to Interlocal Agreement

Submitted For: Hal Hawes **Submitted By:** Lucille D'Elia, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on the First Amendment to the Interlocal Agreement with CTRMA on the South Brushy Creek Bridge project.

Background

This Interlocal Agreement is necessary to incorporate recent changes in federal and state provisions and requirements with respect to the TXDoT AFA.

Attachments

CTRMA AMENDMENT

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Peggy Vasquez	09/16/2011 11:21 AM

Form Started By: Lucille D'Elia Started On: 09/14/2011

Final Approval Date: 09/16/2011

ORIGINAL

FIRST AMENDMENT TO INTERLOCAL AGREEMENT

THIS FIRST AMENDMENT TO INTERLOCAL AGREEMENT ("First Amendment") is made and effective as of the last party's execution hereof, by and between WILLIAMSON COUNTY ("County") and the CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY ("CTRMA"), collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, the Texas Department of Transportation and County executed an Advanced Funding Agreement ("AFA") the 19th of May, 2011 to effectuate their agreement to construct the Williamson County South Brushy Creek Pedestrian Bridge ("Project"); and

WHEREAS, County and CTRMA executed an Interlocal Agreement ("ILA") on or about the 12th day of April, 2011 whereby said Parties agreed that County will provide a required cash match of $65,000.00 and that CTRMA will provide the remaining $65,709.00 of the required cash match to be applied to the Project, and that CTRMA will coordinate with TxDOT, and assume all obligations and responsibilities of County under the AFA, which shall include, but not be limited to the Project design plans, provide construction administration, inspection, and maintenance for the Project and, if necessary, fund any overruns incurred in completing the Project; and

WHEREAS, it has become necessary to amend the AFA to incorporate recent changes in federal and state provisions and requirements, which said amendment is entitled Advance Funding Agreement Amendment #1 ("AFA Amendment #1") and said amendment is attached hereto as Exhibit "A" and incorporated herein by reference;

WHEREAS, due to the necessity to amend the AFA, CTRMA and County must amend the ILA in order to evidence both Parties' agreement to the terms and conditions of the AFA Amendment #1;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties agree as follows:

I. Terms and Conditions

A. CTRMA and County agree to all of the terms and conditions set forth in the AFA Amendment #1 and agree to be bound by same.

B. Each party represents and warrants that it has due power and lawful authority to execute and deliver this First Amendment and that this First Amendment is a valid, binding and enforceable obligation of such party.

C. All other terms of the AFA and the ILA which have not been specifically amended in this First Amendment or in the AFA Amendment #1 shall remain the same and shall continue in full force and effect.

WILLIAMSON COUNTY

_____

Dan A, Gattis, County Judge
Williamson County, Texas

Date: _____ ____, 2011

CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

Mike Heiligenstein
Executive Director

Date: August 15, 2011

Exhibit "A"

AFA Amendment #1

(on following pages 1 through 10)

Commissioners Court - Regular Session **30.**

Meeting Date: 09/20/2011

Change Order Request Number 2 for Park HQ

Submitted For: Randy Bell **Submitted By:** Randy Bell, Parks

Department: Parks

Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider and take appropriate action on Change Order # 2 in the amount of $17,170.08 for the Parks Administrative Headquarters in the Southwest Williamson County Regional Park.

Background

This change order will provide the necessary work on an electrical pull box associated with the IT communications tower, and additional requirements for our water system connection not noted on the “as built plans.” The change order will also provide the necessary work to ensure staff safety with attic access, and will ensure ADA compliance with restrooms, a connecting sidewalk, and associated parking.

Attachments

SandG Change Order Number 2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/15/2011 12:04 PM

Form Started By: Randy Bell Started On: 09/15/2011 11:23 AM

Final Approval Date: 09/15/2011

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 2

1. CONTRACTOR: **S&G Contracting, Inc.**

2. Change Order Work Limits: Sta. _____ to Sta. _____

3. Type of Change(on federal-aid non-exempt projects): **Minor** (Major/Minor)

4. Reasons: **2G; 3F; 3L** (3 Max. - In order of importance - Primary first)

Project:	***Park HQ***
ParkProject	***#11WC907***
Purchase Order Number:	

5. Describe the work being revised:

install electrical pull box on IT tower, raise water line due to unknown initial depth, ensure employee safety and future maintenance with attic stairway, ensure ADA compliance with sidewalk, parking, restroom (Please see attached)

6. Work to be performed in accordance with Items: **see work change proposal number 2 (attached)**
7. New or revised plan sheet(s) are attached and numbered: **site plans for sidewalk/parking are attached**
8. New Special Provisions to the contract are attached: ☐ Yes ☑ No
9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

THE CONTRACTOR Date 9/15/11

By _____

Typed/Printed Name Jimmy S. Gibson

Typed/Printed Title Vice President

The following information must be provided

Time Ext. #: **N/A** Days added on this CO: **0**

Amount added by this change order: **$17,170.08**

RECOMMENDED FOR EXECUTION:

_____ 9/15/11
Project Manager Date
Construction Observer

_____ 9/15/11
Design Engineer Date

Randy Bell 9/15/11
Program Manager Date

Design Engineer's Seal:

REGISTERED ARCHITECT
DAVID B. ROTHENBERG
20325
STATE OF TEXAS

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

☐ County Judge Date
APPROVED

S&G CONTRACTING, INC

Work Change Proposal
No.2RR
Various Changes as Discussed

Date Submitted: September 07, 2011

Submitted to: Williamson County Purchasing Department
301 SE Inner Loop Suite 106
Georgetown, TX 78626
C/O Randy Bell

RE: Work changes for project # 11WC907 Regional Park Headquarters

S&G Contracting, Inc. respectfully submits this change in the amount of **$ 17,170.08 Seventeen thousand one hundred seventy dollars and 08/100**

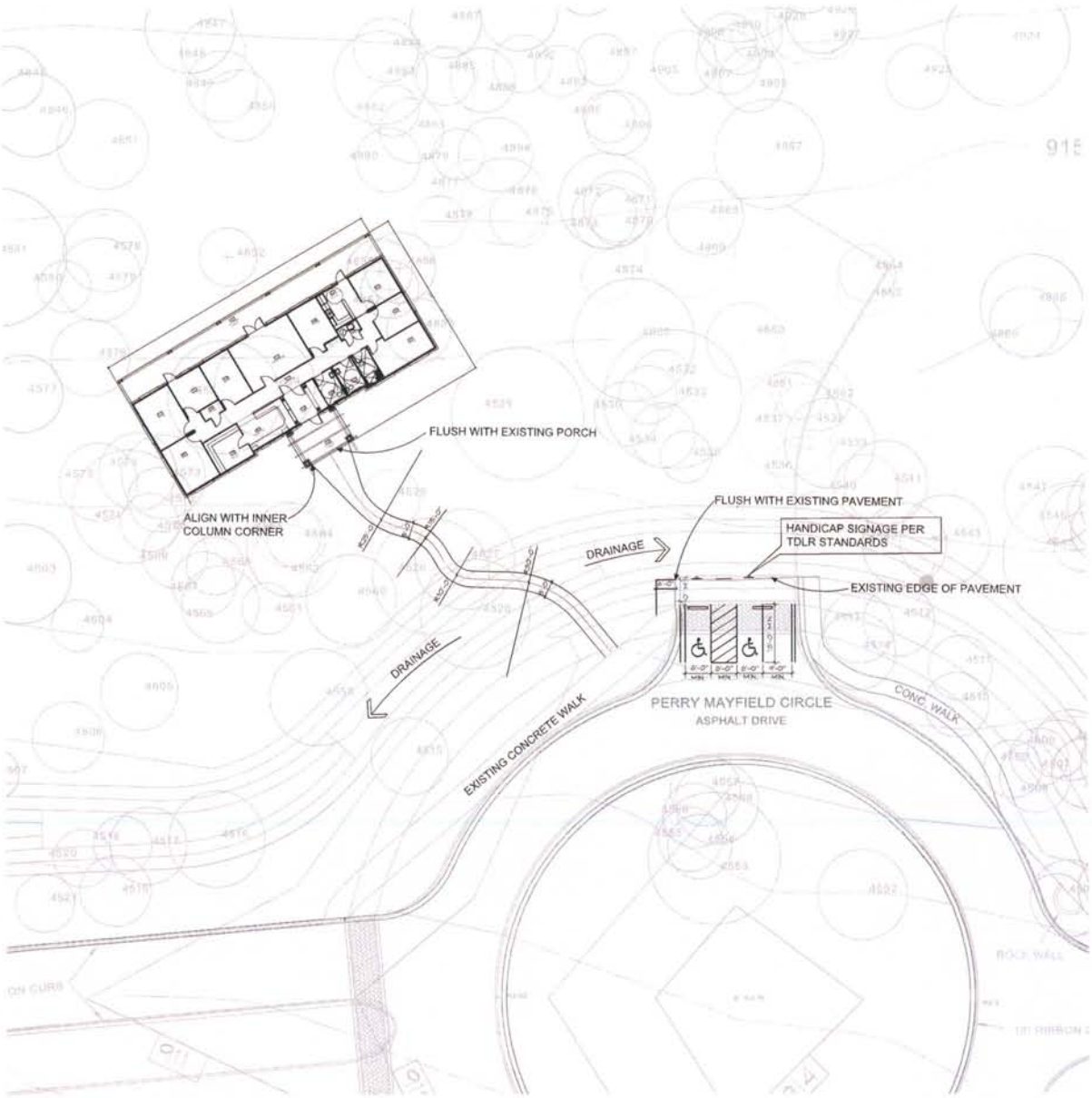
Description/Breakdown:

1. Cost from Merrigan Electric for installation of Pull Box at pole location as per request : $572.00
2. Cost from Merrigan Electric for change in the entry lighting arrangement & material as per request: $0.00
3. Cost from Tri Supply for Aluminum Attic Access Stair System as per request: $290.00
4. Cost from KRM Concrete to clear, prep & pour sidewalk, complete with bridge and rails. Price also includes wheel stops, stripping and signage : $10,246.55
5. Extra cost from Boettcher to add 2-90's, pipe/labor, to raise water line to normal depth, from the 7.5' deep elevation discovered: $756.00
6. Cost from Madera Framing, Inc. for decorative plate steel & bolts at back porch beam as per request: $0.00
7. Cost from Level Line Construction for extra insulation as requested: 575.00
8. Cost from Superior Metal for steel plates added to corner supports at rafter tails: $ 143.24
9. Cost for additional tile in bathroom to meet ADA requirements & additional cost for over budget tile as per requested: $1,158.87
10. Direct cost in support of subcontractor for requested changes(i.e.: fuel, labor & supplies) : $150.00
11. S&G 20 % OH&P : $2,778.33
12. Subtotal: $ 16,669.99
13. Bond & Ins. 3%: $500.09
14. Total Change: $ 17,170.08

If you have any questions, please do not hesitate to call us. We can be reached at 512.331.8799 or 512.331.4228,
Or shane@sginc.biz

Regards,

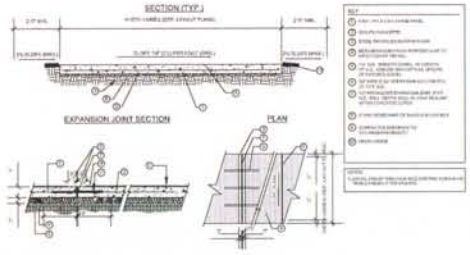
Jimmy S. Gibson
S&G Contracting Inc.



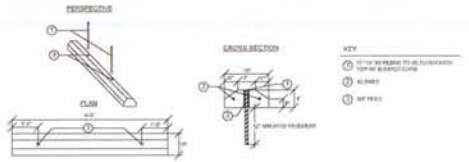
ACCESSIBLE WALKWAYS/TRAIL NOTES

(THESE ARE STANDARD CONSTRUCTION NOTES AND ALL MAY NOT APPLY TO THIS PROJECT.)

1. ALL ACCESSIBLE WALKWAYS/TRAILS SHALL COMPLY WITH CABO/ANSI 117.1-1992 AND THE TEXAS ACCESSIBILITY STANDARDS (TAS) OF THE ARCHITECTURAL BARRIERS ACT, ARTICLE 9102, TEXAS CIVIL STATUTES. THE TERM TRAIL INCLUDES ALL PEDESTRIAN WALKING SURFACES.
2. THE CROSS SLOPE OF AN ACCESSIBLE TRAIL SHALL NOT EXCEED 1 VERTICAL : 50 HORIZONTAL (2%).
3. CHANGES IN LEVEL UP TO ¼ INCH (6 MM) MAY BE VERTICAL AND WITHOUT EDGE TREATMENT. CHANGES IN LEVEL BETWEEN ¼ INCH AND ½ INCH (6 MM AND 13 MM) SHALL BE BEVELED WITH A SLOPE NO GREATER THAN 1 VERTICAL: 2 HORIZONTAL.
4. IF AN ACCESSIBLE TRAIL HAS CHANGES IN LEVEL GREATER THAN ½ INCH, THEN A RAMP IS REQUIRED. AN ACCESSIBLE TRAIL DOES NOT INCLUDE STAIRS OR STEPS.
5. GROUND AND FLOOR SURFACES ALONG ACCESSIBLE TRAILS AND IN ACCESSIBLE SPACES INCLUDING FLOORS, AISLES, RAMPS, AND CURB RAMPS SHALL BE STABLE, FIRM AND SLIP-RESISTANT.
6. ANY PART OF AN ACCESSIBLE TRAIL WITH A RUNNING SLOPE GREATER THAN 1 VERTICAL : 20 HORIZONTAL (5%) SHALL BE CONSIDERED A RAMP. TAS CROSS SLOPE ON A RAMP SHALL NOT EXCEED 1 VERTICAL : 50 HORIZONTAL (2%).
7. THE LEAST POSSIBLE SLOPE SHALL BE USED FOR ANY RAMP. THE MAXIMUM SLOPE OF A RAMP IN NEW CONSTRUCTION SHALL BE 1 VERTICAL : 12 HORIZONTAL (8%). THE MAXIMUM RISE FOR ANY RUN SHALL BE 30 INCHES (760 MM).
8. THE MINIMUM CLEAR WIDTH OF A RAMP 60 FEET (18 M) OR LESS IN LENGTH SHALL BE 36 INCHES (915 MM). RAMPS MORE THAN 60 FEET IN LENGTH SHALL HAVE A MINIMUM CLEAR WIDTH OF 48 INCHES (1118 MM).
9. RAMPS SHALL HAVE LEVEL LANDINGS AT EACH RAMP RUN. LANDINGS SHALL BE AT LEAST AS WIDE AS THE WIDTH OF THE RAMP RUN LEADING TO IT. THE LENGTH OF THE LANDING SHALL BE 60 INCHES CLEAR. IF RAMPS CHANGE DIRECTIONS AT LANDINGS THE MINIMUM LANDING SIZE SHALL BE 60 INCHES BY 60 INCHES (1525 BY 1525 MM).
10. IF A RAMP RUN HAS A RISE GREATER THAN 6 INCHES (150 MM) OR A HORIZONTAL PROJECTION GREATER THAN 72 INCHES (1829 MM), THEN THE RAMP SHALL HAVE HANDRAILS. HANDRAILS ARE NOT REQUIRED ON CURB RAMPS. HANDRAILS SHALL COMPLY WITH CABO/ANSI 117.1-1992 AND THE TEXAS ACCESSIBILITY STANDARDS OF THE ARCHITECTURAL BARRIERS ACT, ARTICLE 9102, TEXAS CIVIL STATUTES.
11. WHEN AN ACCESSIBLE TRAIL CROSSES AN INTERSECTING ROADWAY CURB LINE OR A CURB RAMP IS REQUIRED ALONG AN ACCESSIBLE TRAIL, A DETECTABLE WARNING SURFACE IS REQUIRED. THE DETECTABLE WARNING SURFACE SHALL BE A 4 INCH PERPENDICULAR VALUE AND TEXTURE THAT STAMP EASILY CONTRASTS WITH THAT OF ADJOINING PEDESTRIAN ROUTES. TEXTURE FOR CURB RAMPS IN THE RIGHT OF WAY SHALL BE TRUNCATED DOMES.
12. A DETECTABLE WARNING SURFACE IS NOT REQUIRED WHERE AN ACCESSIBLE TRAIL CROSSES A DRIVEWAY.
13. TRUNCATED DOMES SHALL HAVE A DIAMETER OF NOMINAL 0.9 INCH (23mm), A HEIGHT OF NOMINAL 0.2 INCH (5mm) AND A CENTER-TO-CENTER SPACING OF NOMINAL 2.34 INCHES (60mm) AND SHALL CONTRAST VISUALLY WITH ADJOINING SURFACES, EITHER LIGHT-ON-DARK OR DARK-ON-LIGHT. THE MATERIAL USED TO PROVIDE CONTRAST SHALL BE AN INTEGRAL PART OF THE WALKING SURFACE.
14. IF A CURB RAMP IS LOCATED WHERE A PEDESTRIAN MUST WALK ACROSS THE RAMP, OR WHERE THE CURB RAMP IS NOT PROTECTED BY HANDRAILS OR GUARD RAILS, IT SHALL HAVE FLARED SIDES. THE WIDTH OF FLARES OF THE FLARE SHALL BE 1 VERTICAL : 10 HORIZONTAL. IF THE LANDING AT THE TOP OF THE CURB RAMP IS LESS THAN 4 FEET CLEAR THAN THE FLARE SHALL BE 1 VERTICAL : 12 HORIZONTAL. CURB RAMPS WITH RETURNED CURBS MAY BE USED WHERE PEDESTRIANS WOULD NOT NORMALLY WALK ACROSS THE RAMP. BUILT UP CURBS ARE NOT ALLOWED.
15. THE ENTIRE LENGTH OF THE TRAIL SHALL HAVE A MINIMUM CLEAR HEIGHT OF 96 INCHES PER TAS 4.4.2



1 Concrete Trail / Walkway



2 Typical Wheelstop

scale 1"=10'-0"

Revisions:

8/22/2011

Consultant(s):

WM GROUP
ARCHITECTURE | PLANNING | LANDSCAPE ARCHITECTURE
109 E. MAIN, SUITE 200
ROUND ROCK, TX 78664
T: (512) 634-5312
F: (512) 238-5813

Williamson County Southwest Regional Park Headquarters

Drawn by:	MM
Checked by:	
Approved by:	
Job Number:	09042
Date:	8/22/11
Submittal Type:	
Cad File:	
Sheet Title:	

A101A

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Commissioners Court - Regular Session **31.**

Meeting Date: 09/20/2011

Interim Parks Director

Submitted For: Randy Bell **Submitted By:** Randy Bell, Parks

Department: Parks

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and consider approving Occupation and Use Agreement for Southwest Williamson County Regional Park.

Background

The attached agreement details the terms and conditions for staff member occupancy of the caretaker residence at Southwest Williamson County Regional Park. The agreement is styled the same as the one currently used for park staff at Berry Springs Park and Preserve. Hal Hawes has reviewed this agreement.

Attachments

Signed Use Agreement

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Lucille D'Elia	09/14/2011 04:45 PM
County Judge Exec Asst.	Peggy Vasquez	09/16/2011 11:21 AM

Form Started By: Randy Bell Started On: 09/14/2011 11:56 AM

Final Approval Date: 09/16/2011

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

OCCUPATION AND USE AGREEMENT

This Occupation and Use Agreement ("Agreement") is made and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas ("County") and Leroy Smith ("Park Attendant").

County hereby agrees to allow Park Attendant to occupy and use that certain property and improvements, hereinafter called the "Premises", known as the house located at 400 Borho, Leander, Texas 78641, Williamson County, Texas, and Park Attendant hereby agrees to occupy and use said Premises subject to the following terms and conditions:

1. TERM OF AGREEMENT. The initial term of this Agreement shall be one year commencing on the 1st day of October, 2011 and thereafter shall automatically be renewed on a month-to-month basis, subject to termination of this Agreement as provided herein (the "Agreement Term").

2. RENT AND TAXES. County and Park Attendant agree that Park Attendant shall occupy and use the Premises as both a convenience to County and as a condition and requirement of Park Attendant's employment with County, and as such, Park Attendant shall not be required to pay rent for his/her occupation and use of the Premises. County agrees to pay all real estate taxes assessed, if any, against the Premises.

3. EMPLOYMENT AT WILL. Nothing herein shall be construed to change Park Attendant's employment-at-will status with Williamson County.

4. USE. Except for using a portion of the Premises for purposes of a park attendant's office, Park Attendant and Park Attendant's immediate family members shall use the Premises for uses consistent with single family occupancy, and for no other purposes or use of any kind, unless first authorized in writing by the Williamson County Commissioners Court. Park Attendant's use of the Premises shall not interfere with park patrons' use and enjoyment of the park in and around the Premises. Furthermore, Park Attendant and all other persons on the premises must refrain from conducting themselves in any way that would unduly disturb park patrons or constitute a breach of the peace. Park Attendant may not permit any part of the Premises to be used for: (a) any activity which is a nuisance, offensive, noisy, or dangerous; (b) the repair of any vehicle; (c) any business of any type; (d) any illegal or unlawful activity; or (e) any other activity which will obstruct, interfere with, or infringe on the rights of other persons on or near the Premises.

5. SECURITY DEPOSIT. Park Attendant shall not be required to provide an initial Security Deposit at the beginning of this Agreement. However, in the event that Park Attendant shall at any time cause damage to the Premises, excluding ordinary wear and tear, that requires County's repair thereof, Park Attendant shall pay for all such repairs and immediately deposit

with County, a Security Deposit in the amount of $1,000.00, as security for the faithful performance of the terms and conditions of this Agreement. In the event that County shall at any time apply any of the Security Deposit to cover any lawful deductions, then, upon the request of County to Park Attendant specifying the amount so applied, Park Attendant shall immediately deposit with County, as an additional Security Deposit, the amount so applied, so that the security deposit held by County shall at all times during the Agreement Term be equal to the aforementioned amount specified in this section. The Security Deposit shall be returned to Park Attendant, without interest and less any lawful deductions of same, upon the Park Attendant's full performance of this Agreement and on Park Attendant's surrender of the Premises.

6. INSURANCE. County shall pay for fire and extended coverage insurance on the building and other permanent improvements on the Premises and the proceeds thereof, if any, shall be payable solely to County. Park Attendant shall obtain, at its sole cost, and keep in effect a policy of renters insurance which provides coverage for damages resulting from personal injuries and/or property loss, which shall be primary as to any other existing, valid and collectible insurance that may be carried by County.

7. CONDITION OF PREMISES. PARK ATTENDANT HEREBY AGREES AND STIPULATES THAT THE PREMISES HAVE BEEN EXAMINED BY PARK ATTENDANT, INCLUDING THE GROUNDS AND ALL BUILDINGS AND IMPROVEMENTS, AND THAT AT THE TIME OF THIS AGREEMENT THEY ARE IN GOOD ORDER AND REPAIR AND IN A SAFE, CLEAN, AND TENANTABLE CONDITION. PARK ATTENDANT ACKNOWLEDGES AND AGREES THAT, OTHER THAN AS MAY BE SPECIFICALLY SET FORTH HEREIN, COUNTY HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE PREMISES, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE SUITABILITY OF THE PREMISES FOR ITS INTENDED USE, (C) THE COMPLIANCE OF OR BY THE PREMISES OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING, WITHOUT LIMITATION, THE AMERICANS WITH DISABILITIES ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, AND THE TEXAS ARCHITECTURAL BARRIERS ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, (D) THE HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PREMISES, OR (E) ANY OTHER MATTER WITH RESPECT TO THE PREMISES, AND SPECIFICALLY THAT COUNTY HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING SOLID WASTE, AS DEFINED BY THE US. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE PREMISES, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND APPLICABLE STATE LAWS, AND REGULATIONS PROMULGATED THEREUNDER. PARK ATTENDANT FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PREMISES, PARK ATTENDANT IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PREMISES AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY COUNTY. PARK ATTENDANT FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PREMISES WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT COUNTY HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION. PARK ATTENDANT FURTHER ACKNOWLEDGES AND AGREES THAT THE OCCUPATION AND USE OF THE PREMISES AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS" CONDITION AND BASIS "WITH ALL FAULTS". PARK

ATTENDANT ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH WERE A MATERIAL FACTOR IN ALLOWING THE PARK ATTENDANT TO OCCUPY THE PREMISES. THE TERMS OF THIS PARAGRAPH WILL SURVIVE ANY TERMINATION OF THIS AGREEMENT. PARK ATTENDANT ACKNOWLEDGES THAT NO AGREEMENTS HAVE BEEN MADE REGARDING FUTURE REPAIRS UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT.

8. MAINTENANCE AND REPAIRS. As part of Park Attendant's duties under employment with Williamson County, Park Attendant shall maintain in good repair or supervise maintenance of the exterior and interior of the Premises, including foundation, the exterior walls, doors, door closure devices, HVAC system, window and door frames, molding, locks and hardware, and the roof of the Premises and all portions of the Premises extending beyond the exterior walls of the building in good repair. The County shall pay the costs of materials necessary for repair and maintenance of the Premises, except as otherwise provided herein, provided that funds have been appropriated for such costs. Park Attendant shall, however, obtain prior consent from County before Park Attendant expends any amounts for the repair and/or maintenance of the exterior and interior of the Premises. Notwithstanding of any provision to the contrary, Park Attendant shall, at its sole cost and expense, repair and/or replace any portion of the interior or exterior of the Premises that are damaged due to the acts or omissions of Park Attendant or Park Attendant's family, agents, guests, invitees or visitors. At the termination of this Agreement, Park Attendant shall deliver the Premises in good order and condition, reasonable wear and tear excepted. Park Attendant and Park Attendant's family, agents, guests, invitees or visitors may not smoke any type of tobacco or non-tobacco product inside any of the improvements and/or buildings on the Premises.

9. ALTERATIONS. All alterations, additions and improvements shall become the property of County and shall remain upon and be surrendered with the Premises as a part thereof on the termination of this Agreement. Such alterations, additions and improvements may only be made with the prior written consent of County. No cooling tower, equipment, antenna, sign or structure of any kind shall be placed on the roof or elsewhere on the Premises by Park Attendant without prior written permission of County. If such permission is granted, such work or installation shall be done at Park Attendant's expense and in such a manner that the roof shall not be damaged thereby. If it becomes necessary to remove such cooling tower, equipment or structure temporarily, so that repairs to the roof can be made, Park Attendant shall promptly repair at its expense any damages resulting from such removal. At the termination of this Agreement, Park Attendant shall deliver the Premises in good order and condition, natural deterioration only excepted. Any damage caused by the installation or removal of fixtures shall be repaired at Park Attendant's expense prior to the expiration of the Agreement Term. All alterations, improvements, additions, and repairs made by Park Attendant shall be made in good and workmanlike manner.

10. COMPLIANCE WITH LAWS AND REGULATIONS. Park Attendant shall, at its own expense, comply with all laws, orders, and requirements of all governmental entities with reference to the use and occupancy of the Premises. Park Attendant and Park Attendant's family, agents, guests, invitees or visitors shall fully comply with any rules and regulations governing the use of the building or other improvements to the Premises as required by County. County may make reasonable changes in such rules and regulations from time to time as deemed

advisable for the safety, care and cleanliness of the Premises, provided same are in writing and are not in conflict with this Agreement.

11. ASSIGNMENT AND SUBLETTING. Park Attendant shall not assign this Agreement, nor sublet the Premises or any interest therein without the prior written consent of County. An assignment or subletting without the prior written consent of County shall be void and shall, at the option of County terminate this Agreement.

12. DESTRUCTION. In the event the Premises is partially damaged or destroyed or rendered partially unfit for occupancy by fire or other casualty, Park Attendant shall give immediate notice to County. County may repair the damage and restore the Premises to substantially the same condition as immediately prior to the occurrence of the casualty. Such repairs shall be made at County's expense unless due to Park Attendant's acts or omissions. If the Premises are totally destroyed or deemed by the County to be rendered unfit for occupancy by fire or other casualty, or if County shall decide not to repair or rebuild, this Agreement shall terminate.

13. SURRENDER OF PREMISES; ABANDONMENT OF PROPERTY. On or before the termination of this Agreement, Park Attendant shall surrender ("Surrender" shall mean vacating the premises and returning all keys and access devices to the County) the Premises clean and free of all trash, debris and any personal property or belongings and in as good condition as they were at the commencement of this Agreement, reasonable use and wear and damages by the elements excepted. If Park Attendant leaves any personal property or belongings in, on or about the Premises after Park Attendant Surrenders possession of the Premises, all such personal property and/or belongings of Park Attendant will be forfeited to and become the property of the County. In the event that Park Attendant forfeits such personal property or belongings pursuant to the terms of this Agreement, Park Attendant hereby acknowledges and agrees that County may dispose of such personal property or belongings of Park Attendant, without liability to County, in any manner in which County, in County's sole discretion, deems fit or reasonable.

14. SUBORDINATION. County is hereby irrevocably vested with full power and authority to subordinate this Agreement to any loan, bond or encumbrance and Park Attendant agrees on demand to execute such instruments subordinating this Agreement as County may request.

15. LIABILITY. **UNLESS CAUSED BY COUNTY'S GROSS NEGLIGENCE, PARK ATTENDANT ACKNOWLEDGES AND AGREES THAT COUNTY IS NOT LIABLE OR RESPONSIBLE TO PARK ATTENDANT, PARK ATTENDANT'S FAMILY, GUESTS, OCCUPANTS, AND/OR INVITEES FOR ANY DAMAGES, INJURIES, OR LOSSES TO PERSON OR PROPERTY CAUSED BY FIRE, FLOOD, WATER LEAKS, ICE, SNOW, HAIL, WINDS, EXPLOSIONS, SMOKE, INTERRUPTION OF UTILITIES, THEFT, BURGLARY, ROBBERY, ASSAULT, VANDALISM, OTHER PERSONS, THE CONDITION OF THE PREMISES, ENVIRONMENTAL CONTAMINANTS, INCLUDING BUT NOT LIMITED TO CARBON MONOXIDE, ASBESTOS, RADON GAS AND LEAD BASED PAINT, OR OTHER OCCURRENCES OR CASUALTY LOSSES. PARK ATTENDANT HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICIALS, AGENTS, EMPLOYEES, OFFICERS, AND REPRESENTATIVES AND THE PREMISES FROM ALL COSTS, LOSSES, DAMAGES, LIABILITIES, EXPENSES, PENALTIES, AND FINES WHATSOEVER THAT MAY ARISE FROM OR BE CLAIMED AGAINST COUNTY OR THE PREMISES BY ANY PERSON OR PERSONS FOR ANY INJURY TO**

PERSON OR PROPERTY OR DAMAGE OF WHATEVER KIND OR CHARACTER ARISING FROM THE USE OR OCCUPANCY OF THE PREMISES BY PARK ATTENDANT; FROM ANY NEGLECT OR FAULT OF PARK ATTENDANT OR THE FAMILY, AGENTS, GUESTS OR INVITEES OF PARK ATTENDANT IN USING AND OCCUPYING THE PREMISES; OR FROM ANY FAILURE BY PARK ATTENDANT OR PARK ATTENDANT'S FAMILY, AGENTS, GUESTS OR INVITEES TO COMPLY AND CONFORM WITH ALL LAWS, STATUTES, ORDINANCES, AND REGULATIONS OF ANY GOVERNMENTAL BODY OR SUBDIVISION NOW OR HEREAFTER IN FORCE. IF ANY LAWSUIT OR PROCEEDING SHALL BE BROUGHT AGAINST COUNTY, ITS OFFICIALS, AGENTS, EMPLOYEES, OFFICERS, AND REPRESENTATIVES OR THE PREMISES ON ACCOUNT OF ANY ALLEGED VIOLATIONS OR FAILURE TO COMPLY AND CONFORM OR ON ACCOUNT OF ANY DAMAGE, OMISSION, NEGLECT, OR USE OF THE PREMISES BY PARK ATTENDANT OR PARK ATTENDANT'S FAMILY, AGENTS, GUESTS OR INVITEES, OR ANY OTHER PERSON ON THE PREMISES, PARK ATTENDANT AGREES THAT PARK ATTENDANT WILL DEFEND IT, PAY WHATEVER JUDGMENTS MAY BE RECOVERED AGAINST COUNTY, ITS OFFICIALS, AGENTS, EMPLOYEES, OFFICERS, AND REPRESENTATIVES OR AGAINST THE PREMISES ON ACCOUNT OF IT, AND PAY FOR ALL ATTORNEYS' FEES IN CONNECTION WITH IT, INCLUDING ATTORNEYS' FEES ON APPEAL.

16. SIGNS. Park Attendant shall not post or paint any signs at, on, or about the Premises or paint the exterior walls of the Premises except with the prior written consent of the County. County shall have the right to remove any sign or signs in order to maintain the Premises or to make any repairs or alterations thereto.

17. SMOKE DETECTOR. County will install at least one smoke detector in the Premises in accordance with Sections 92.255 and 92.257 of the Texas Property Code. **TO THE EXTENT ALLOWED BY LAW, PARK ATTENDANT WAIVES THE RIGHTS AND REMEDIES SET FORTH IN SECTION 92.258 OF THE TEXAS PROPERTY CODE REGARDING COUNTY'S STATUTORY DUTY TO INSPECT AND REPAIR THE SMOKE DETECTOR(S) INSTALLED IN THE PREMISES.** Park Attendant agrees to inspect the smoke detector(s) installed in the Premises at the beginning of Park Attendant's possession and at regular intervals of one (1) month thereafter to determine that such smoke detector(s) is in good working order. Park Attendant agrees to bear the cost of repairing or replacing the smoke detector(s). Requests for inspection or repair of the smoke detector or installation of any security device must be in writing.

18. NOTICES. Notices to Park Attendant shall he by certified mail or other delivery to the Premises at the below address, or such other address as given by Park Attendant to County in writing. Notices to County shall be by certified mail to the following address, with a copy of same to the Williamson County Attorney.

COUNTY: Williamson County Judge
Dan A. Gattis (or successor)
710 Main Street, Suite 101
Georgetown, Texas 78626

With a copy to: Honorable Jana Duty (or successor)
Williamson County Attorney
405 M.L.K. Street, Box #7
Georgetown, Texas 78626

PARK ATTENDANT: Leroy Smith
400 Borho
Leander, Texas 78641

19. REPORTS OF ACCIDENTS. Within 24 hours after Park Attendant becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any person in, on or around the Premises, whether or not it results from or involves any action or failure to act by the Park Attendant, the Park Attendant shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Park Attendant shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Park Attendant or received by it in connection with any matter before any court arising in relation to any injury to the person or property of any person in, on or around the Premises.

20. DEFAULT BY COUNTY. In the event of breach by County of any covenant, warranty, term or obligation of this Agreement, County's failure to cure same or commence a good faith effort to cure same within 30 days after written notice thereof by Park Attendant shall be considered a default and shall entitle Park Attendant to either terminate this Agreement or cure the default at its sole cost. Park Attendant hereby acknowledges that such right to terminate or cure the default shall be the sole remedies available in the event County breaches this Agreement and fails to cure as set forth in this provision. If any utility services furnished by County are interrupted and continue to be interrupted despite the good faith efforts of the County to remedy same, County shall not be liable in any respect for damages to the person or property of Park Attendant or Park Attendants employees, agents, or guests, and same shall not be construed as grounds to terminate this Agreement.

21. DEFAULT BY PARK ATTENDANT. Park Attendant hereby acknowledges and agrees that if Park Attendant fails to comply with any covenant, warranty, term or obligation of this Agreement, such failure shall be deemed to be a material breach of this Agreement. Furthermore, if Park Attendant fails to comply with any covenant, warranty, term or obligation of this Agreement or any present rules and regulations or any that may be hereafter prescribed by County, or if Park Attendant fails to comply with any duties imposed on Park Attendant by law, County may immediately terminate this Agreement and/or avail itself of any remedies that may be available at law or in equity. If County decides that Park Attendant should be allowed the opportunity to correct the noncompliance, County may deliver a written notice specifying the noncompliance and allowing ten (10) days within which it may be corrected. If compliance is not made within said period, County may then terminate this Agreement and/or avail itself of any remedies that may be available at law or in equity.

22. TERMINATION OF EMPLOYMENT. This Agreement shall terminate immediately upon Park Attendant's termination, retirement or resignation from employment with Williamson County. County may terminate this Agreement due to a change in Park Attendant's employment position with Williamson County. In the event this Agreement is terminated pursuant to this provision, Park Attendant shall have fourteen days to vacate the Premises, unless the parties agree otherwise in writing.

23. TERMINATION FOR CONVENIENCE. Either party may terminate this Agreement, for convenience and without cause or further liability, upon thirty (30) calendar day's written notice to the other party.

24. RIGHT OF ENTRY. County shall have the right during normal business hours to enter the Premises: (a) to inspect the general condition and state of repair thereof; (b) to make repairs required or permitted under this Agreement; or (c) for any other reasonable purpose.

25. WAIVER OF BREACH; NO WAIVER OF IMMUNITIES. The waiver by County of any breach of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or a different provision of this Agreement. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

26. TIME OF ESSENCE. Time is expressly declared to be of the essence in this Agreement.

27. BINDING OF HEIRS AND ASSIGNS. All provisions of this Agreement shall extend to and bind not only the parties to this Agreement, but to each and every one of the heirs, executors, representatives, successors, and assigns of County and Park Attendant.

28. NO THIRD PARTY BENEFICIARIES. This Agreement is for the sole and exclusive benefit of the Park Attendant and County, and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person or entity any rights, remedies or any other type or types of benefits.

29. RIGHTS AND REMEDIES CUMULATIVE. The rights and remedies provided to County under this Agreement are cumulative and the County's use of any one right or remedy shall not preclude or waive County's right to use any or all other remedies. Said rights and remedies are given to County in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

30. TEXAS LAW TO APPLY. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Venue shall lie and be exclusively in Williamson County, Texas.

31. SEVERABILITY; LEGAL CONSTRUCTION. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of

construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

32. ENTIRE AGREEMENT. This Agreement constitutes the sole and only agreement of the parties to this Agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Agreement. No amendment, modification, or alteration of the terms hereof shall be binding unless it is in writing, dated subsequent to the date hereof, and duly executed by the parties.

EXECUTED this the _____ day of _____ 20_____.

PARK ATTENDANT:

By: _____

Printed Name: LeRoy Smith

COUNTY:

Williamson County, Texas, a political subdivision
of the State of Texas

By: _____
Dan A. Gattis,
Williamson County Judge

Commissioners Court - Regular Session **32.**

Meeting Date: 09/20/2011

JP Pct. 3 Case Manager Fee

Submitted By: Melissa Goins, J.P. Pct. #3

Department: J.P. Pct. #3

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and consider approving up to a $5.00 court cost to establish a case manager fund to assist with truancy cases for the Justice of the Peae Office in Precinct 3.

Background

Attachments

Juvenile Case Manager

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/15/2011 12:04 PM

Form Started By: Melissa Goins Started On: 09/15/2011 11:24 AM

Final Approval Date: 09/15/2011

Art. 102.0174. COURT COSTS; JUVENILE CASE MANAGER FUND. (a) In this article, "fund" means a juvenile case manager fund.

(b) The governing body of a municipality by ordinance may create a juvenile case manager fund and may require a defendant convicted of a fine-only misdemeanor offense in a municipal court to pay a juvenile case manager fee not to exceed $5 as a cost of court.

(c) The commissioners court of a county by order may create a juvenile case manager fund and may require a defendant convicted of a fine-only misdemeanor offense in a justice court, county court, or county court at law to pay a juvenile case manager fee not to exceed $5 as a cost of court.

(d) The ordinance or order must authorize the judge or justice to waive the fee required by Subsection (b) or (c) in a case of financial hardship.

(e) In this article, a defendant is considered convicted if:

(1) a sentence is imposed on the defendant;

(2) the defendant receives deferred disposition, including deferred proceedings under Article 45.052 or 45.053; or

(3) the defendant receives deferred adjudication in county court.

(f) The clerks of the respective courts shall collect the costs and pay them to the county or municipal treasurer, as applicable, or to any other official who discharges the duties commonly delegated to the county or municipal treasurer for deposit in the fund.

(g) A fund created under this section may be used only to finance the salary and benefits of a juvenile case manager employed under Article 45.056.

(h) A fund must be administered by or under the direction of the commissioners court or under the direction of the governing body of the municipality.

Added by Acts 2005, 79th Leg., Ch. 949, Sec. 35, eff. September 1, 2005.

Art. 102.0178. COSTS ATTENDANT TO CERTAIN INTOXICATION AND DRUG CONVICTIONS. (a) In addition to other costs on conviction imposed by this chapter, a person shall pay $60 as a court cost on conviction of an offense punishable as a Class B misdemeanor or any higher category of offense under:

(1) Chapter 49, Penal Code; or

(2) Chapter 481, Health and Safety Code.

(b) For purposes of this article, a person is considered to have been convicted if:

(1) a sentence is imposed; or

(2) the defendant receives community supervision or deferred adjudication.

(c) Court costs under this article are collected in the same manner as

Art. 45.056. AUTHORITY TO EMPLOY JUVENILE CASE MANAGERS; REIMBURSEMENT. (a) On approval of the commissioners court, city council, school district board of trustees, juvenile board, or other appropriate authority, a county court, justice court, municipal court, school district, juvenile probation department, or other appropriate governmental entity may:

(1) employ a case manager to provide services in cases involving juvenile offenders before a court consistent with the court's statutory powers; or

(2) agree in accordance with Chapter 791, Government Code, to jointly employ a case manager.

(b) A local entity may apply or more than one local entity may jointly apply to the criminal justice division of the governor's office for reimbursement of all or part of the costs of employing one or more juvenile case managers from funds appropriated to the governor's office or otherwise available for that purpose. To be eligible for reimbursement, the entity applying must present to the governor's office a comprehensive plan to reduce juvenile crimes in the entity's jurisdiction that addresses the role of the case manager in that effort.

(c) A county or justice court on approval of the commissioners court or a municipal court on approval of the city council may employ one or more full-time juvenile case managers to assist the court in administering the court's juvenile docket and in supervising its court orders in juvenile cases.

(d) Pursuant to Article 102.0174, the court may pay the salary and benefits of the juvenile case manager from the juvenile case manager fund.

(e) A juvenile case manager employed under Subsection (c) shall work primarily on cases brought under Sections 25.093 and 25.094, Education Code.

Added by Acts 2001, 77th Leg., ch. 1514, Sec. 9, eff. Sept. 1, 2001. Amended by Acts 2003, 78th Leg., ch. 283, Sec. 33, eff. Sept. 1, 2003.
Amended by:

Acts 2005, 79th Leg., Ch. 949, Sec. 34, eff. September 1, 2005.

Commissioners Court - Regular Session **33.**

Meeting Date: 09/20/2011

Jury Pay

Submitted For: Lisa David **Submitted By:** Lisa David, District Clerk

Department: District Clerk

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on jury pay per Senate Bill 1, Article 40 .

Background

Prior to 2005, counties were only required to pay jurors $6 per day for jury service. In 2005 the legislature authorized additional fees to partially fund the costs of juror pay and required counties to pay $40 for each additional day after the initial day of jury service. The state provided funds to reimburse the counties $34 each day. The legislature failed to appropriate funds during the next biennium, sweeping the fees to offset the state deficit. To prevent unfunded mandates, the state relieved the coutines of the $40 mandate. Instead, counties are only required to pay jurors and amount equal to the state reimbursement. The comptroller has set this at $28 per day after the first day of service. The pay will be looked at quarterly and may be changed accordingly. To implement this change, the Commissioners Court must review juror pay. The county must pay $6 for the first day. For subsequent days, the county must pay at least $28 per day. All amounts over $28 will be unreimbursed. As the District Clerk and Jury Manager for Williamson County, I am asking that the pay be set at least $30 per day. Several counties in the state are taking the hit and making up the unreimbursed amount. I have heard back from a few that I requested pay and 15 out of the 26 counties are paying above the $28. I have only heard back from two of our neighbor counties Bell County is paying $34 and Travis is $28.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/14/2011 09:32 AM

Form Started By: Lisa David Started On: 09/14/2011 09:03 AM

Final Approval Date: 09/14/2011

Commissioners Court - Regular Session **34.**

Meeting Date: 09/20/2011

ICE Modification Agreement

Submitted For: Hal Hawes **Submitted By:** Lucille D'Elia, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on a modification to an Inter-Governmental Services Agreement between Williamson County and ICE for services to set up a mobile x-ray trailer at the T. Don Hutto Residential Center.

Background

This is a no cost modification to Williamson County. It provides for ICE's payment for the services to set up a mobile x-ray trailer at the T. Don Hutto Residential Center.

Attachments

ICE Modification

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/14/2011 04:42 PM

Form Started By: Lucille D'Elia Started On: 09/14/2011 03:30 PM

Final Approval Date: 09/14/2011

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
P00013	See Block 16C	192111FAO00000001.10	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
ICE/DM/DC-DC		ICE/DM/DC-DC	

ICE/Detent Mngt/Detent Contracts-DC
Immigration and Customs Enforcement
Office of Acquisition Management
801 I Street NW, Suite 930
Washington DC 20536

ICE/Detent Mngt/Detent Contracts-DC
Immigration and Customs Enforcement
Office of Acquisition Management
801 I Street NW, Suite930
Washington DC 20536

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

WILLIAMSON COUNTY OF
710 S MAIN STREET SUITE 301
GEORGETOWN TX 786265703

CODE 0769300490000 FACILITY CODE

(X) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

X 10A. MODIFICATION OF CONTRACT/ORDER NO.
DROIGSA-10-0002
HSCEDM-11-F-IG008

10B. DATED *(SEE ITEM 13)*
05/14/2010

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
SEE ATTACHMENT A

Net Increase: $12,715.00

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER *(Specify type of modification and authority)* Bilateral Modification

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

DUNS Number: 076930049
Field Office POC: Jose Rosado 512-218-3140
Contracting Officer: Jerald Neveleff 202-732-2384
Contract Specialist: Mario Foster 202-732-2646

The purpose of this modification is for services to setup a mobile x-ray trailer at T. Don Hutto Residential Center (Hutto) per the attached Statement of Work (SOW).
Discount Terms:
Net 30
FOB: Destination

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		Jerald H. Neveleff	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		*(Signature of Contracting Officer)*	

NAME OF OFFEROR OR CONTRACTOR
WILLIAMSON COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Add Item 0004 as follows:				
0004	Tele-Radiology Trailer Provide services to make the operational Tele-Radiology Trailer in accordance with the attached Statement of Work (SOW). Accounting Info: NONE000 000 BA 31-12-00-000 18-62-0700-40-50-00-00 GE-25-72-00 000000 Funded Amount: $12,715.00	1	EA	12,715.00	12,715.00

Statement of Work: Teleradiology Trailer Infrastructure
T. Don Hutto Residential Center

Background: ICE/ERO San Antonio Field Office has a requirement for infrastructure to support a mobile x-ray trailer at T. Don Hutto Residential Center (Hutto), 1001 Welch Street, Taylor, TX 76574. After the required infrastructure is in place, the trailer will be moved (by others) to Hutto from its present location at the Willacy Detention Center (WDC), 1800 Industrial Drive, Raymondville, TX 78580. The footprint and required infrastructure at Hutto will essentially mirror the existing installation at WDC.

Note: The trailer is ICE property and the x-ray equipment installed in the trailer belongs to DIANAssociates, Inc.

Location: The trailer will be located at Hutto inside the bus turning area near the intake area. The footprint is roughly 21' x 51'.

Infrastructure Requirements: To be completed by August 29, 2011.

1. Electrical:
   - Power to trailer shall be provided by a 150A 3 phase fused disconnect to be located at the trailer site.
   - The trailer is supplied with a 50' long cable and male Russell Stoll 200 amp plug #DS2504MP. The electrical disconnect shall be equipped with a matching receptacle #DF2504FRAB.
   - Nominal line voltage: 480Y/277V, 60Hz (separately derived system)
   - Configuration: 3 phase, 5 wire WYE separately derived system; 3 wire power, 1 bonded neutral and 1 isolated ground run directly from the neutral/ground bond (all wires #2AWG) with clockwise phase rotation
   - Continuous power supply: 6KVA
   - Instantaneous power supply: 100 KVA at 120 amp max (0.1 sec) 0.3 ohms max
   - Frequency variation: +/- 1 Hz
   - Line voltage limits: +6%/-13%
   - Phase balance: 2% maximum between any 2 phases
   - Ground impedance (z): less than 1 olm, isolated ground (#2AWG)

2. Telecom: 2 telephones shall be installed in the trailer and connected to the facility's telephone system to allow staff in the trailer to communicate with the facility.

3. Data: T1 communication will be provided at the building main DMARC by the x-ray contractor, DIANAssociates. The broadband communications requires a secure and sealed box (30" cube) that contains the communication and computer equipment to be installed preferably at the DMARC. Note: **DIANAssociates, Inc will provide and install this box and make all data terminations.**
   - A dedicated 120VAC/20A is required to power this box
   - One CAT5E or CAT6 ethernet cable needs to be run from the box to the trailer.

4. Covered Walkway
   - After the trailer is on site, a covered walkway shall be provided from the exit door at the rear of the intake area to the trailer entrance.

Commissioners Court - Regular Session **35.**

Meeting Date: 09/20/2011

Discuss and consider approving salary increase for Court Reporter

Submitted By: Cynthia McIntyre, County Court At Law #3

Department: County Court At Law #3

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss & consider approving a salary adjustment for the Court Reporter in County Court at Law Number 3

Background

Discuss and consider approving an increase in the salary of $7,936.46 for the Court Reporter to restore the Court Reporter's salary to the full salary commensurate with the salaries of $83, 571.90 for the other Court Reporters in County Courts at Law No. 1, 2 and 4. The current salary for the Court Reporter in Court 3 is $75,635.44 and the increase would bring the Court Reporter's salary to $83,571.90.

The financial effect is offset by a reduction in the pay of $8,695.97 for the Office Specialist position from $39,747.50 to $31,051.53 which was recently filled by a new hire. The overall reduction in annual salaries will be $759.51.

Once approved, the increase will take effect immediately.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/15/2011 12:05 PM

Form Started By: Cynthia McIntyre Started On: 09/15/2011 08:19 AM

Final Approval Date: 09/15/2011

Commissioners Court - Regular Session **36.**

Meeting Date: 09/20/2011

Discuss and take appropriate action regarding grade reduction for Department of Infrastructure position

Submitted For: Bob Daigh **Submitted By:** Lisa Zirkle, Human Resources

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action regarding grade reduction for Department of Infrastructure position.

Background

Sr. Director of the Department of Infrastructure requests that the current Senior Engineer II position which is budgeted at grade 39.4 be reduced to a Senior Engineer position budgeted at grade 38.4 effective 9/20/11.

This reflects an annual budget reduction of $4,423.44.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/15/2011 12:05 PM

Form Started By: Lisa Zirkle Started On: 09/14/2011 06:58 PM

Final Approval Date: 09/15/2011

Commissioners Court - Regular Session **37.**

Meeting Date: 09/20/2011

Williamson County Employee Policy Manual Revisions

Submitted For: Lisa Zirkle **Submitted By:** Lisa Zirkle, Human Resources

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on revisions to the Williamson County Employee Policy Manual.

Background

Attachments

WC Employee Policy Manual

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/15/2011 10:44 AM

Form Started By: Lisa Zirkle Started On: 09/14/2011

Final Approval Date: 09/15/2011

WILLIAMSON COUNTY EMPLOYEE POLICY MANUAL– RECEIPT AND ACKNOWLEDGEMENT

I have electronic access to or have received a copy of the Williamson County Employee Policy Manual (hereinafter "Manual"). I understand that the manual is posted on the Williamson County HR Intranet Portal Website and contains policies and rules that apply to me. I will abide by the policies and procedures as they exist and as they may be altered, deleted, or amended at any time.

I agree to read the manual, to understand its contents, and to remain current with it during my employment with the County. I understand that this manual in no way constitutes a guarantee or contract of employment, that I am an at-will employee, and that my employment can be terminated at any time, with or without cause or notice, at the will of the County, and that I may resign at any time.

_____ (Initial) I have read the Vehicle Use Policy and understand my responsibilities to be a (check all that apply):

□ County-owned or leased vehicle/equipment operator
□ Driver of a personal vehicle on County business
□ County emergency vehicle driver

I agree to comply with the policy and understand that failure to comply may result in disciplinary action up to and including termination. If County emergency vehicle driver is checked, I agree to comply with Chapter 546 of the Texas Transportation Code which defines operation of an authorized emergency vehicle and certain other vehicles.

I hereby authorize Williamson County, at the County's discretion, to obtain a copy of my driving record and may use the driving record to qualify me as a driver of a County vehicle or personal vehicle used on County business as indicated above.

_____ (Initial) I acknowledge that I have received a copy of the Drug Free Work Place Policy ~~for Commercial Drivers License~~. I also acknowledge that the provisions of the Policy are part of the terms and conditions of my employment and that I agree to abide by them.

_____ (Initial) I have read and understand the Sexual Harassment Policy and Grievance Policy, and I agree to report sexual harassment complaints as required by County policy.

_____ (Initial) I hereby certify that I have read, understand, and agree to comply with the Williamson County Electronic Systems Use Policy.

THIS SIGNED COPY WILL BECOME PART OF YOUR PERSONNEL FILE.

_____	_____	_____
Employee Signature	Date	Date of Birth
_____	_____	_____
Employee Name (please print)	Employee ID #	Driver's License # (if applicable)

_____
Department Name

TO ALL COVERED EMPLOYEES AND ELECTED OFFICIALS:

The purpose of this manual is to describe the personnel, payroll, leave, and benefits policies of Williamson County (hereinafter referred to as "County") so that supervisors and employees will be able to work together with as much cooperation and as little confusion as possible. Nothing in the manual constitutes a contract or guarantees employment. Policies may be altered, deleted, or amended at any time by action of the Commissioners' Court. Unenforceable provisions of this policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to County policies that are made will be distributed to employees and officials.

Please note that the written policies in effect in an Elected Official's department may supersede the policies specified herein, especially when said policy is more stringent. In departments under the supervision of a non-elected official, there may be additional written policies and procedures that are necessary for the legal and efficient operations of the department.

Questions about County policy should be directed to the Human Resources Department, 512-943-1533.

WILLIAMSON COUNTY EMPLOYEE POLICY MANUAL

Approved by Commissioners' Court September 14, 2010
Effective October 1, 2010
Revisions approved xx-xx-xxxx effective xx-xx-xxxx

If any provision or part of a provision of these policies is held invalid, illegal, or unenforceable, it will not affect the validity of the remaining provisions or parts of provisions, which will remain in effect. In cases where federal or state laws or regulations supersede local guidelines for specific groups of employees, such laws or regulations will substitute for these personnel guidelines only insofar as necessary for compliance.

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APPENDIX C – CIVILIAN GRADE/STEP CHART ~~(place updated list on intranet site)~~

APPENDIX D – PEACE OFFICER PAY SCALE (POPS) ~~(place updated list on intranet site)~~

APPENDIX E – DEPARTMENT HEAD PAY CHART ~~(place updated list on intranet site~~

APPENDIX F – ELECTED OFFICIAL'S SALARY HISTORY ~~(check on this to years noted by Nancy Rister)~~

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ABOUT WILLIAMSON COUNTY GOVERNMENT

Williamson County's government organization is established by the Constitution of the State of Texas and by state statutes. Its operations are governed by state and federal law and by actions of the Commissioners' Court.

Field Code Changed

Commissioners' Court

The Commissioners' Court consists of four County commissioners; each elected by the voters of a commissioners' precinct, and County judge, elected by all of the voters of the County. Officials are elected for a four-year term of public service.

The Commissioners' Court is the chief policy, administration or executive branch of the County government. Among its many functions, the Court:

- Sets the tax rate
- Adopts the annual budget
- Approves new programs or changes existing ones
- Adopts regulations and policies
- Approves and manages County facilities

The Court carries out these and other specific duties by meeting in regular sessions. Decisions of the Court require a majority vote.

County Operations

County operations are conducted through departments; each administered by an elected public official or an appointed department head.

Independent Elected Officials

While the Commissioners' Court has the wider range of authority, in some areas, state law gives greater authority to other elected officials. These elected officials – whether they are judges, the Tax Assessor-Collector, the County Sheriff, etc., - are directly responsible to the voters for performing the duties assigned to their offices.

Field Code Changed

RECRUITMENT, NEW HIRE, PROMOTIONS, TRANSFERS, DEMOTIONS AND SALARY POLICY

Equal Employment Opportunity

Williamson County does not discriminate on the basis of race, color, religion, political affiliation, handicapped condition, national origin, sex or age in recruiting selection, training, raises, promotions, terminations, discipline, use of employee facilities or programs, or any other condition or privilege of employment except where age or sex is a bona fide occupational qualification (BFOQ) or where it is required by state or federal laws.

Recruitment

1. Officials and department heads are requested to notify the Human Resources Department when a vacancy for a regular, full-time position occurs. Formal recruitment may also be used to fill part-time, temporary and seasonal positions. The Human Resources Department will use a current job description as the basis for drafting a vacancy notice and any advertisements that are authorized. Officials and department heads would then have three options for posting the position:

   a. Applications from the general public--In this case, the vacancy notice would be posted on the County's Human Resources Department website in the Human Resources Department in the Inner Loop Annex and with the Texas Workforce Commission. A general notice will be regularly posted in the local news publications as well as their websites. A specific vacancy notice may be posted with other recruitment sources, as appropriate for the position. Outside applicants may apply electronically and if they are interviewed, they must provide an original signature on their application.

   b. Applications from current County employees only--In this case, the vacancy notice would be posted on the County's Human Resources Department website and in the Human Resources Department in the Inner Loop Annex.

   c. Applications from within the department or office only--In this case, the vacancy notice shall be posted only in the department or office in which the vacancy has occurred.

2. If option "a" or "b" is selected, official County applications from all persons, including departmental applicants, shall be submitted to the Human Resources Department. If option "c" is chosen, departmental applicants who are regular, full-time employees or part-time or temporary employees shall submit a letter of interest or request for promotion directly to the appropriate hiring authority.

3. Applications submitted through the Human Resources Department will only be accepted for positions that are currently vacant and posted. However, job applicants have the option to complete a job interest card online and be notified whenever a position is posted.

4. If recruitment is through the Human Resources Department, an applicant must submit a county application for each position applied for.

5. Positions posted in the Human Resources Department will in most cases have a closing date, and all application materials must be received by the Human Resources Department by that date. For positions filled solely from within a County department, the appropriate hiring authorities shall likewise receive letters of interest or requests for promotion by a posted closing date. Jobs posted in the Human Resources Department shall be open for applications for at least five working days (ten days or more are recommended).

6. As soon as possible after the closing date, the Human Resources Department will forward all timely and complete applications to the appropriate office or department. The Human Resources Department is available to provide advice and assistance with screening, interviewing, and hiring. The department will work with officials and department heads to develop written interview questionnaires and other materials relevant to the selection process.

7. The final decision to hire remains with the elected official or department head in the department or office in which the opening has occurred. For a department head position reporting to the Commissioners' Court, the final decision to appoint a department head is determined by a majority vote of the members of the Court. Current department head positions include:

- Animal Services Department, Animal Services Director
- Elections Department, Elections Administrator
- Emergency Services Department, Senior Director of Emergency Services
- Human Resources Department, Senior Director of Human Resources
- Technology Services Department, Senior Director of Technology Services
- Infrastructure Department, Senior Director of Infrastructure
- Parks Department, Senior Director of Parks
- Purchasing Department, Purchasing Agent

A copy of the Department Head pay scale can be found as Appendix E.

Hiring authorities are encouraged to work with the Human Resources Department to ensure that the process is conducted in the best interests of the County and its potential employees.

Nepotism

With regard to the appointment, confirmation of the appointment of, or voting for the appointment or confirmation of the appointment of an individual to a position that is to be directly or indirectly compensated with public funds or fees of office, County officials shall conform to the nepotism prohibitions contained in Chapter 573 of the Texas Government Code. Examples of nepotism include the following:

a. The appointment or related action, as stated above, by a public official (elected or appointed) of a person related by blood (consanguinity) to the official, in the following degrees: parent, child, sibling, grandparent, grandchild, aunts, uncles, nieces, nephews, great-grandparents, or great-grandchildren;

b. The appointment, or related action, as stated above, by a public official (elected or appointed) of a person related by marriage (affinity) to the official, in the following degrees: spouses, mothers-in-law, fathers-in-law, sons-in-law, daughters-in-law, brothers-in-law, sisters-in-law, or grandparents-in-law.

c. A candidate for office cannot influence people in the office for which he or she is a candidate to appoint, promote, or take other employment actions involving persons related to the candidate in the same degrees stated above. If the candidate is running for commissioner, the candidate cannot influence persons serving on the commissioner's court, other officials, or their employees to take such actions. Example: If I am running for county clerk, I can ask the county tax assessor to hire my son, so long as this request is not part of a "trade" in which I agree to perform the same or similar action for the tax assessor. But if I'm running for county commissioner, I cannot ask a commissioner, other official, or an employee of the County to hire my son.

d. The ending of a marriage by death or divorce ends relationships by affinity created by that marriage unless a child of that marriage is living, in which case the marriage is considered to continue as long as the child of that marriage lives.

e. Department Heads and supervisors in a department under the Commissioners' Court are not allowed to directly or indirectly supervise an employee who is related to them as defined in Chapter 573 of the Texas Government Code. In summary, they are prohibited from having an employee who is related to them at any level in their chain of command.

Job Offers

1. The Human Resources Department is available to prepare or assist you in preparing a job offer letter for the successful candidate to fill your department's job vacancy.

2. At the conclusion of the selection process, all applications originally submitted through the Human Resources Department will be retained in the online system for at least two years.

3. The electronic applicant system is able to prepare and distribute notices to each unsuccessful applicant who applies for a position within your department. Please contact the Human Resources Department to process a job offer letter for the successful applicant and to notify the unsuccessful applicants or to simply notify the unsuccessful applicants via the electronic applicant system.

4. Positions may be filled by using applications previously received by the Human Resources Department for the same or similar position if the applications were received no later than 180 days prior to the position's current vacancy.

Criminal History Background Check Policy and Procedure

Policy

Williamson County requires a criminal conviction check for all potential full-time and part-time employees once a conditional offer of employment has been extended by a hiring manager. Criminal history background checks are also required for all employees who are promoted into a new County position, as deemed necessary.

Although a disqualification is possible, in accordance with federal and state laws, a previous conviction does not automatically disqualify an applicant from consideration for employment with Williamson County. Depending on a variety of factors (for example, the nature of the position, the nature of the conviction, length of time since the illegal activity occurred), the candidate may still be eligible for employment with Williamson County.

However, if an applicant attempts to withhold information or falsify information pertaining to previous convictions, the employee will be disqualified from further employment consideration in any position with the county due to falsification of an application.

An offer of employment may be extended to an applicant prior to the completion of the criminal conviction check. However, the applicant's first day of work in the position must not be prior to the satisfactory completion of the criminal conviction check.

Criminal conviction checks may also be performed for volunteers at the request of the associated department.

Procedure

After a verbal employment offer is made for a non-law enforcement position, the chosen candidate must complete the Pre-Employment Certification/Release form and return it to the Human Resources Department. Human Resources will notify the hiring manager upon receipt of the signed release. The chosen candidate is not to begin work prior to the hiring manager receiving approval from Human Resources.

Due to constraints within the authorization provided by the criminal background check provider, Human Resources staff may only provide information to the hiring manager about whether there are any convictions that disqualify an applicant from consideration for employment within a specific position based upon the criteria noted above. If the department would like to obtain specific information regarding the individual's criminal background results, the hiring manager requesting the information would have to apply and be approved by the vendor to grant access to this information. For more information about the hiring manager approval process, please contact the Human Resources Department.

Any criminal history background checks relating to hiring for law enforcement positions will be processed within the applicable hiring department.

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After Hire

1. The number of employee positions established and authorized for each official and/or department, and the maximum allowable salary for each position, are determined by the Commissioners' Court. 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 is to be decided by the employing official or department head, (not to exceed the amount allowed under County policy and budgeted for that position), and is to be certified by the Human Resources Department before the last day of the pay period

2. All new employees must complete the following two steps:

   a. Complete the new hire packet, which includes the Federal I-9 and W-4 forms, preferably on or before their hire date but no later than their third (3rd) day of employment. The Human Resources Department is available to provide these forms and to assist a new employee with completion and processing of these forms. As part of the new hire packet, a new employee will also need to provide documentation pursuant to the requirements of the Immigration Reform and Control Act. A list of acceptable documents to meet these requirements will be forwarded from the Human Resources Department and can also be found on the Williamson County Human Resources Department Web site or at http://www.uscis.gov/files/form/i-9.pdf. For any questions or assistance in completing the new hire packet or the required documentation, please contact the Human Resources Department at 512.943.1533 or hr@wilco.org.

   After completion of the I-9 form by the employee and employer, Human Resources Department will/may initiate a query to E-Verify in order to determine employment eligibility. Human Resources must initiate the query no later than the end of three business days after the new hire's actual start date.

   b. Attend a new hire orientation session in the Human Resources Department located at 301 S. E. Inner Loop, Suite 108, Georgetown, TX 78626. As of September 28, 2009, new hire orientation sessions will be held each Monday at 9:00 a.m. and each Thursday at 1:30 p.m. New employees shall complete their online benefits enrollment no later than 31 days from date of hire. Any supporting documentation must also be submitted no later than 31 days from date of hire.

3. Failure to provide accurate and complete information on the County application or any official employment record may result in dismissal from County employment.

Introductory and Probationary Periods

1. Officials and department heads may establish periods of special scrutiny or close supervision at the outset of employment. Such periods, regardless of the terms used to describe

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them, do not alter the employment at will status of employees, either during the terms of the periods or upon their completion.

2. Probationary status may be assigned to an employee who has been promoted or disciplined. The completion of such a probationary period does not alter the employment at will status of the employee.

Promotions

1. A promotion is the movement of an employee into a position with different job responsibilities at a higher grade. The County encourages the promotion of well-qualified persons when it is feasible to do so. Any vacancy that would result in a grade assignment increase for any employee within the office or department in which the vacancy has occurred should be posted in the office or department. Whenever an employee is promoted from a non-exempt position to an exempt position, any comp time balance for this employee must be paid out at the effective date of the promotion. If the promotion involves a transfer from one department to another, please refer to the section titled "Transfers Between Departments".

2. Departmental applicants should submit a letter of interest or request for promotion to the appropriate supervisor in order to be considered for positions posted within the department only. If a position is posted to the general public through the Human Resources Department then County and departmental applicants, as well as members of the general public, shall submit a regular County application to the Human Resources Department.

3. Part-time and temporary employees, and in some cases volunteers, may be considered as departmental applicants. This practice may be utilized so long as there is no adverse effect on the County's recruitment efforts.

Transfers

1. A lateral transfer is a move by an employee into a different position with the same pay grade.

2. Lateral transfers within a department do not require posting.

3. Any employee wishing to transfer to a position in another department will need to utilize the regular posting and recruiting processes.

Transfers between Departments

Employees transferring from one County office or department to another should give at least two weeks' notice to their current official/department head. The current official/department head may waive the two week period. Non-exempt employees transferring between departments will require paying out all comp time upon transfer, so that this time does not become a liability of the new department. Exempt employees transferring between departments will only be paid comp time if the department certifies the employee's comp time hours and requests payment be made. ~~8.18.11~~

Employees transferring between department s will require paying out all accrued holiday time upon transfer so that this time does not become a liability of the new department.

Transfers to/from Williamson County

~~Employees transferring to/from Williamson County, the Williamson County and Cities Health District (WCCHD), and the Community Supervision and Corrections Department (CSCD/Adult Probation), will require paying out all vacation, comp and holiday time upon transfer, so that this time does not become a liability of the new department. All sick leave balances will be reset to zero and all accrued sick leave of the employee will be forfeited upon transfer.~~

Employees transferring to/from Williamson County, the Williamson County and Cities Health District (WCCHD), and the Community Supervision and Corrections Department (CSCD/Adult Probation), will require paying out all vacation, comp and holiday time upon transfer, so that this time does not become a liability of the new department. All sick leave balances will be reset to zero and all accrued sick leave of the employee will be forfeited upon transfer. ***Vacation/sick leave accruals will be based on length of service with Williamson County which does not include the amount of time employed with WCCHD or Adult Probation/CSCD/CTTC.***

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Funding for Employee Positions within an Office or Department

Williamson County funds individual employee positions in all offices and departments as specific individual slots and does not fund positions in a way that allows transferring funds from one position to another without express or delegated approval by the Commissioners Court.

An office or department may request reductions or increases for specific individual employment slots. *If the Commissioners' Court either directly or through delegated authority determines that the County budget in the succeeding fiscal year will likely recover any extra funds and the department's salary line item will* ***not*** *be increased in the next fiscal year simply due to the requested reduction or increase, the request may be approved for the purposes listed below:*

1. Demotions or voluntary reassignments of one or more employees so that the employees, while receiving a lesser salary, may be placed in a step that approximates the same step (though not the actual salary) of their former position.

2. Promotions related to reassignments or demotions as stated above or other increases necessitated by the abrupt departure of key staff.

3. Entry level pay up to step 8 for employees classified in pay grade 26 or higher, if:
   a. the applicant is currently being paid more, and
   b. will not accept the budgeted level of the position, and
   c. the confirmed salary and qualifications of the new hire justify the higher pay based upon market salaries, and
   d. the higher step does not create pay inequities on a County-wide basis;

4. Entry level pay up to step 6 for employees classified in pay grade 25 or lower, if:

a. the applicant is currently being paid more, and
b. will not accept the budgeted level of the position, and
c. the confirmed salary and qualifications of the new hire justify the higher pay based upon market salaries, and
d. the higher step does not create pay inequities on a County-wide basis;

5. Entry level pay higher than step 1 or promotion pay as needed to compensate supervisors at a level higher than subordinates, not to exceed the current budgeted level for the slot and not involving a change in the pay grade.

6. Promotion pay equivalent to 2 pay steps below the budgeted amount for the slot, unless the resulting pay level does not yield at least a 5% increase for the employee being promoted, in which case the employee may receive an increase that will yield a 5% increase. Requests must be submitted to the HR Department for review. HR will forward these requests to the County Judge, who will review the requests and may refer the matter to the Commissioners' Court.

Demotions

A demotion of an employee should include a reduction in salary as well as a reduction in grade/step. If an employee is demoted to another position with a lower grade/step, the employee should be placed at step 1 and not at the currently budgeted step for the position. Any employee who is demoted will also not be eligible for merit money or any type of pay for performance award during the succeeding 12 month period.

Salary Levels—New Hires – Civilian Grade/Step Chart

A copy of the civilian grade/step chart can be found as Appendix C.

General Rule: Entry level is step 01 of the grade in which the position is classified. A copy of the FY 2011 civilian grade/step chart is attached. Any longevity pay or wellness program pay earned by an employee or any stipend awarded to an employee will be paid in addition to the salary stated on the civilian grade/step chart.

All full time and part-time positions should be assigned to the appropriate grade/step for the position.

Possible Exceptions if Budgeted Funds are available in the Office's or Department's Current FY Budget (Prior approval must be obtained from the County Judge):

1. If the salary of the best qualified applicant is higher than the regular entry level (usually step 1), and the applicant will not accept the entry level, the County Judge, through delegated authority by the Commissioners' Court, may authorize an entry level up to three steps higher (usually to step 04) if the following criteria are met: (a) the applicant's current salary is verified; (b) the hiring official confirms that the applicant has a combination of relevant education, training, and experience equal to that of any current departmental employee in the same position and at the same salary group/step proposed for the new hire. Other exceptions may be granted by the Commissioners' Court.

2. If the vacant position involves supervisory duties, the new hire may receive a salary two (2) steps higher than anyone the new hire would supervise, not to exceed the currently budgeted amount for the position. The exact amount would be determined by the new hire's qualifications, salary history, etc.

New hire salaries for attorneys may be granted in accordance with retention requirements or internal salary plans, provided the office does not exceed the currently budgeted amount for an individual attorney's salaries in the office of the County Attorney and the District Attorney. Refer to District Attorney Salary Policy below.

~~After at least three months of employment, a new hire may receive a merit step increase within the same fiscal year if undistributed annual merit funds are available within the department. Any merit award must be calculated on an annual basis amount not the dollar amount that would be expended during the remaining fiscal year should the award be given to an employee. The Human Resources Department will determine whether undistributed merit funds are available within the department.~~

Examples:

General Rule

Example: A person leaves County employment after ten years of service. The person is a deputy clerk at group 16, step 09, at the time of termination, but the person's duties are essentially the same as those of other deputy clerks with much less time on the job. The new hire would be brought in at the new hire level of group 16, step 01, instead of step 09. Note: The department head could, however, fill the position from within, in which case the salary rules for promotion would be used instead of the rules for new hires.

Exception (1) Example: A supervisor leaves County employment. The position is not filled from within. The departing supervisor was at step 12. The employees who had been supervised by the departing supervisor were at steps 08, 06, 04, and 01, or equivalent salary levels in lower groups. The new hire for the supervisory position would be brought in at step 10, or equivalent in another salary group, instead of step 01, so that the new supervisor would be earning more than the people he or she would supervise.

Exception (2) Example: The best qualified applicant for a court clerk position is earning $29,000 per year in her current job at another county. The Williamson County position for which she has applied has a new hire level of Group 16, Step 1 ($27,442.97). The applicant will not come to work here for less than she is making. Our Group 16, Step 4 is $29,567.36. The Human Resources Department verifies the $29,000 salary, confirms with the Elected Official that the applicant has as much education, training, and experience as any current departmental employee at that level, and the County Judge reviews and approves the 16/4 hire level after verifying that funds are available in the departmental budget.

Salary Levels—Promotions and Transfers – Civilian Grade/Step Chart

General Rule: Promotion is recommended to be up to two steps below the current salary level for the slot being filled through promotion or transfer. Any individual being promoted or transferred

will assume the responsibilities of the open position. **Simply re-assigning an employee to a position with a higher grade/step when the individual will not assume the responsibilities of the open position is not considered to be a promotion and does not fall within the rules for promotions.** Reassigning an employee to a position with the same grade but a higher step is considered a transfer and will fall within the rules for transfers. A copy of the FY 2011 civilian grade/step chart is attached as Appendix C.

Possible Exceptions if Budgeted Funds are available in the Office's or Department's Current FY Budget (Prior approval must be obtained from the County Judge):

(1) If promotion to this level does not yield at least a 5% raise for the promoted employee, the employee may be raised to a level that does provide at least a 5% raise, not to exceed the budgeted amount for the slot.

(2) If the vacant position has involved supervisory duties, the promoted employee may receive an amount equal to five percent (5%) more than the salary of any employee being supervised by the promoted employee, not to exceed the currently budgeted level.

Assuming that the position has been funded at a level higher than that allowed for in the possible exceptions noted above, other exceptions may be granted by the County Judge, acting under authorization from the Commissioners Court, after consultation with the Human Resources Department and the elected official or department head and review of an employee's qualifications as well as the budgeted funding for the specific position.

Promotion salaries for attorneys may be granted in accordance with retention requirements or internal salary plans, provided the promotions do not exceed the currently budgeted amount for an individual attorney's salaries in the offices of the County Attorney and the District Attorney. Refer to District Attorney Salary Policy Below.

Examples:

General Rule

Example: A current employee, who is a grade 18, step 10, terminates. The open position is filled from within, and the person to be promoted into the open position and to assume those job responsibilities is a grade 18, step 04. The person will go to a grade 18, step 08.

Exception (1) Example: The employee chosen for the promotion is already at 18/07, and promotion to 18/08 would not provide a 5% raise. The employee is therefore authorized to be paid at an 18/09 level.

Exception (2) Example: A supervisor leaves county employment. The position is filled from within through promotion. The departing supervisor was at group 20, step 09. The promoted employee was at group 20, step 02. Applying the General Rule for promotions, the promoted employee would go to group 20, step 07. But in this case there is another

employee who would be supervised by the promoted employee and is also making the equivalent pay of a group 20, step 07. The exception would allow the promoted employee to go to group 20, step 09, so that the promoted employee would earn at least 5% more than any person whom that employee would supervise.

In no case, however, could the salary of a new hire or a promoted employee be higher than the currently budgeted level set by the Commissioners Court for the position, unless the County Judge refers the request to the Commissioners Court for authorization of an additional exception.

Slots that are filled pursuant to these policies during a fiscal year will not carry over any surplus funding to the succeeding fiscal year.

Example: A slot in FY 2011 was funded at group 23, step 04. The person in that slot terminated during FY 2011. The slot was filled by a new hire at group 23, step 01. The amount that will carry over to FY 2012 will be group 23, step 01, and not group 23, step 04.

District Attorney Salary Policy

PROSECUTOR SALARY SCHEDULE
WILLIAMSON COUNTY DISTRICT ATTORNEY'S OFFICE

This schedule is designed to establish a predictable and appropriate compensation level for prosecutors hired by the District Attorney. The schedule and promotion factors were developed in consultation with the Human Resources Senior Director after a study of comparable salaries in similar offices throughout Texas. These salaries are subject to reclassification upon the request of the District Attorney, recommendation of the Human Resources Senior Director and approval of the Commissioners' Court.

There are three factors that influence the assignment of a particular salary level for a prosecutor: years of service as a prosecutor, board certification in criminal law and an annual evaluation of the work done by the prosecutor.

Years of Service
Before employment, each prosecutor must verify years of service with another prosecutor's office. Generally, a letter from that office confirming the time of service will be sufficient. Time of service with the Williamson County DA's office is counted from the date of hire and each year is accrued on the anniversary of that date of hire. The District Attorney may bring in a new prosecutor at the level of total years of experience or at any level below that total. Promotion to a new level may occur on the anniversary date of hire~~.~~ at the discretion of the District Attorney. The District Attorney may deny or delay such a promotion based on an evaluation of that prosecutor's actual work, but a delay should be noted on the paperwork for any subsequent approval. In the case of a denial or delay, the prosecutor may become eligible for a merit raise on the next anniversary date of hire per the tenure pay scale chart. After notifying Human Resources, the effectife date of the merit raise shall be entered as the first working day of the month in order for the increase to be processed for the following pay period.~~becomes eligible for a merit raise at the next anniversary date.~~

Certification

Before employment, each prosecutor must verify whether or not the attorney has board certification in criminal law. Promotion into Felony Prosecutor Level II from Felony Prosecutor Level I occurs on the date certification is obtained rather than the anniversary of date of hire. However, subsequent merit raises within the steps for Felony Prosecutor Level II occur on date of anniversary of date of hire.

Evaluation

The District Attorney may evaluate the prosecutor annually and may delay or deny a promotion if the District Attorney determines that the prosecutor's work does not justify a promotion. Prosecutors are assigned to one of the following salary schedules:

1. Felony Prosecutor Level I: a non board certified lawyer with at least three years of prosecuting experience; a lawyer is eligible to move up one step within this schedule for each year of service within the District Attorney's Office at the discretion of the District Attorney and if salary funds are available.

2. Felony Prosecutor Level II: a board certified lawyer with at least five years of service; a lawyer is eligible to move up in 3-year increments at the discretion of the District Attorney and if salary funds are available.

3. Senior Attorney: a board certified appellate lawyer with at least five years of service; a lawyer is eligible to move up in annual increments at the discretion of the District Attorney and if salary funds are available.

4. First Assistant: a board certified lawyer with at least five years of service.

Salary schedules are subject to increase by across-the-board raises approved by the Commissioners Court for County employees. However, just as employees on the Peace Officer Pay Scale (tenure plan) are not eligible to receive lump-sum payments or merit increases as provided for other County employees, if any, that the commissioners court may award, attorneys on the District Attorney Pay Plan likewise are not eligible for such awards, but will continue to be eligible for raises and promotions that may be funded under the District Attorney Pay Plan. In fiscal years when the Commissioners Court does not award merit funds, state legislative dollars may be used to fund increases based on the plan.

The following chart is the prosecutor pay schedule in place as of September 2010~~0~~1. The grade/steps correlate with the civilian grade/step chart.

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PROSECUTOR TENURE PAY SCALE and NEW HIRE LEVELS

	Years	Cert	Grade/Step
Felony Pros I	3	no	35/1
	5	no	35/3
	6	no	35/4
	7	no	35/5
	9	no	35/7

Felony Pros II	5-7	yes	38/2
	7-9	yes	38/3
	9-12	yes	38/4
	12-15	yes	38/5
	15-18	yes	38/6
Senior Attorney	10	yes	39/6
	11	yes	39/7
	12	yes	39/8

Peace Officer Tenure System and Certification Pay Plan

1. Purpose - The purpose of this pay plan is to establish the procedures and compensation rates for employees designated by the Commissioners Court as eligible for the Peace Officer Tenure System (POTS). The POTS may be eliminated at any time, and the compensation rate may be reduced, frozen, or adjusted at any time, by action of the Commissioners Court.

2. Eligibility - The Commissioners Court shall designate the peace officer and corrections officer position types that are eligible to participate in POTS. Only employees who are peace officers or corrections officers actively involved in a law enforcement activity and whose job qualifications require state peace officer or state corrections officer certification may be eligible to participate in POTS.

3. Peace Officer Pay Scale (POPS) - The Peace Officer Pay Scale contained in Appendix D is approved by the Commissioners Court. The scale correlates years of service with official rank within an office or department.

4. Years of Service

a. Years of Service under POTS are based on continuous service (with no break of more than one calendar year) as a regular employee in an approved POTS position (see POPS chart) in the sheriff's office, the offices of the County Attorney or District Attorney, or in any constable's office. Years of service as a corrections officer do not automatically count toward years of service as a law enforcement officer, nor do years of service as a law enforcement officer automatically count toward years of service as a corrections officer. ~~(See paragraphs 3 and 5, below.)~~ (See paragraphs"c" and "e" below)

If an employee in an approved POTS law enforcement position transfers from one designated POTS office to another (e.g., constable to sheriff, sheriff to constable, constable to another constable, sheriff to County Attorney, District Attorney, constable), or returns to County employment after a break in service, the employee's years of POTS service will apply, not to exceed the current salary budget for the office, as verified by the County Judge.

b. All personnel newly hired from outside Williamson County for positions subject to POTS start at the first pay increment for the POPS position for which they are hired, unless they qualify for a prior service credit that applies to the L1 rank (patrol deputy, or similar) only. ~~(See paragraph (e) below.)~~See paragraph 5, "Credit for Prior Service", below)

c. Current Williamson County corrections officers who successfully complete the selection process to become an officer in the law enforcement division of the Sheriff's Office must begin their law enforcement service at the first pay increment of the law enforcement position and remain at that increment for a period of one calendar year. At the end of that year, such officers will be evaluated, and if they are able to remain in the law enforcement division, they will be placed at the pay increment corresponding to their time of continuous

POTS service (with no break of more than one calendar year) in both corrections and law enforcement.

d. Effective October 7, 2005, all current officers in POTS law enforcement positions will be placed in the pay increment that corresponds to their time of continuous POTS service (with no break of more than one calendar year) in both corrections and law enforcement.

e. Law enforcement officers within the Sheriff's Office who transfer from the law enforcement division to the corrections division will, if appropriate corrections certification is achieved, be placed at the pay increment corresponding to their time of continuous POTS service (with no break of more than one calendar year) in both corrections and law enforcement.

5. Credit for Prior Service - An applicant for a law enforcement POTS position, or a current officer in such a position at the grade of L1.1, may qualify for service credit earned prior to current employment with Williamson County, if the following requirements are met:

a. Applicant must meet all Williamson County requirements of the hiring office.

b. Must be a TCLEOSE certified officer.

c. If from another state, the officer must become TCLEOSE certified or attend a regional police academy.

d. Must have four years of prior law enforcement experience (prior service subject to approval by hiring office). Lengthy gaps in service may disqualify a candidate, at the discretion of the hiring office.

e. Qualified applicants and current officers will receive up to three years of service credit as it applies to tenure increment increases. The applicants and officers affected by this section are the following:

i. applicants whose prior service may qualify them for starting pay at increment L1.2, L1.3, or L1.4;

ii. current officers whose credit for prior service may qualify them for tenure increments L1.2, L1.3, or L1.4; and

iii. officers with the rank of law enforcement captain whose beginning pay may be up to increment L5.10 if they have prior service credit of 9 years; the minimum pay for the rank of law enforcement captain is increment L5.6.

iv. officers with the rank of law enforcement lieutenant, or equivalent, whose beginning pay may be increment L4.6 if they have prior service credit of 5 years, and may be as high as L4.8 if they prior service credit of at least 7 years;

v. officers with the rank of law enforcement sergeant, or equivalent, whose beginning pay may be increment L3.4 if they have prior service credit of 3 years, and may be as high as L3.6 if they have prior service credit of at least 5 years.

The hire date and length of service with the County for officers who receive prior service credit will not change as a result of receiving the prior service credit.

6. Prior service defined (candidates must substantially meet at least 3 of 5 criteria):

a. patrolling in a radio equipped car, answering calls for the protection of life, property and the enforcement of city, county or state laws;

b. conducting preliminary and follow up investigations of disturbances, prowlers, burglaries and other crimes;

c. responding to calls related to traffic incidents and other required emergencies, observing, monitoring and controlling routine and unusual traffic conditions, assisting and advising motorists and enforcing safety laws;

d. collecting and preserving evidence at a crime or accident scene, making arrests as necessary, interviewing victims and witnesses, interrogating suspects, searching and transporting prisoners and testifying in court;

e. filing complaints and performing other work related to processing misdemeanor and felony complaints, enforcing court orders, and preparing reports of arrests and activities performed.

Offices must submit a Prior Service Verification Form to the Human Resources Department along with their Oracle Manager Self Service Hire process or Worker Status Change process in order for prior service credit to be applied.

7. Tenure Progression Employees in POTS positions move from one tenure level to the next, within the same rank, based on their years of service, subject to funding by the Commissioners' Court.

8. Promotions and Demotions - Promotions for POTS employees in positions subject to POTS to higher ranks are based on years of service determined in compliance with paragraph ~~(d) (1)~~ 4 (a) under Years of Service and on the office's assessment of an employee's performance, after the County Judge verifies that the office has sufficient funds in the current budget or the Commissioners Court approves additional funding, if necessary. POTS employees who are demoted may carry to a lower POTS grade the POTS step corresponding to their years of service, after the County Judge verifies that the office has sufficient funds in the current budget or the Commissioners Court approves additional funding, if necessary.

9. Longevity Pay

a. Each commissioned peace officer in the Sheriff's Office shall be provided statutory longevity pay of not less than $5 a month for each year of service in the office in addition to the applicable salary rate.

b. Commissioned peace officers in the Sheriff's Office are eligible to accrue statutory longevity pay at the rate of $5 per month for each year of service (up to a maximum of 25 years) after the first year anniversary of their certification as a peace officer.

c. Commissioned peace officers in the Sheriff's Office are not eligible to receive statutory longevity pay under this section and Williamson County longevity pay. Commissioned peace officers in the Sheriff's Office as of October 1, 2003, will receive the greater of statutory longevity pay or Williamson County longevity pay until the amount of statutory longevity pay exceeds County longevity pay as such pay was set on October 1, 2003. From that time forward, such officers will receive only statutory longevity pay. Commissioned peace officers in the Sheriff's Office employed after October 1, 2003 will receive only statutory longevity pay.

10. Timing of Payroll Actions - All pay changes related to dates of service will take effect at the beginning of the first full pay period that follows the attainment of the service date.

11. Certification Pay - The following certification pay will be paid to non-elected commissioned peace officers and eligible corrections officer (County Jail) who hold a full-time active duty position in a law enforcement or corrections capacity with the County on June 1st of each year:

a. Law enforcement officers--$60 per month for Advanced Certification; $90 per month for Masters Certification;

b. Corrections officers--$60 per month for Advanced Certification; $90 per month for Masters Certification.

c. Payment for an entire fiscal year beginning on October 1st will be based on the level of certification held as of September 15th of the preceding fiscal year.

Certification pay does not transfer with an individual employee who leaves a corrections officer position to accept a law enforcement position nor does it transfer with an individual employee who leaves a law enforcement position to accept a corrections officer position except when the corrections officer position is that of a Bailiff.

Annual Reclassification Requests – All Positions

Reclassification requests are submitted by a department during the annual budget process if allowed by the Commissioner's Court for a specific fiscal year budget process. The reclassification requests should only be based upon an increase in assigned job duties or new or greater supervisory responsibilities for a position.

Market Salary Adjustments – All Positions

Each year the Human Resources Department performs a market analysis comparing the current salaries for Williamson County positions to comparable public sector entities and private sector entities, when applicable. Any positions that are not aligned with market salaries will be identified and a salary recommendation will be made to the Commissioners Court during the annual budget process.

It is the policy and practice of Williamson County to comply fully with the Fair Labor Standards Act (FLSA). All job positions will be reviewed and classified as non-exempt or exempt, according to FLSA standards. All employment practices will be conducted in accordance with this policy basis.

Terminating Employees – All Positions

~~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 unless they are on paid administrative leave pending an investigation. If they are on paid administrative leave pending an investigation, their last date of active duty will be the date upon which a final determination decision was made following the investigation. 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. No direct deposit will be processed for a terminating employee. Instead a paper check will be issued for their last paycheck.~~

(Should the paragraph below have its own heading-say (County Equipment) and be placed before "Asset Values" on page 40??

Each employee who is issued County-owned equipment that may be used or taken outside the daily workplace must sign an agreement each year acknowledging receipt of the equipment, including an acknowledgement of its current replacement value, and agreeing that the equipment will be returned on request of the department head or on leaving departmental employment whichever comes first. The agreement will further provide that if the equipment is not returned when required, the replacement value will be deducted from the employee's next (or final) paycheck.

~~**Military Leave**~~

~~The Uniformed Services Employment and Re-employment Rights Act (USERRA) grants up to five years of military leave. The Act requires an employer to reinstate a person to his/her previous position if military service has been satisfactory according to the guidelines listed below.~~

~~1. Service of 90 days or less – veteran must be re-employed in the position he would have held if he had continued in employment without interruption for military service~~

~~2. Service of 91 days or more – the veteran must be re-employed in the same position or in a position of like seniority, status and pay.~~

~~3. For service up to 30 days – veteran must report back to work on the next regularly scheduled day after completion of duty.~~

~~4. For service of 31-180 days – veteran must apply for re-employment within 14 days following release from active duty.~~

~~5. For service of more than 180 days – veteran must apply for re-employment within 90 days of release from active duty.~~

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PAY PLAN AND PAY POLICIES

Work Week and Work Hours

The official work week for all County departments is Friday through Thursday. The work schedules of each department are determined by the official responsible for overseeing the department and are established according to their work requirements and pertinent regulations.

Rest Periods/Meal Periods

Rest Periods of 15 minutes or less are not required by the Fair Labor Standards Act (FLSA) and should not interfere with proper performance of work responsibilities and schedules. If workflow permits and if authorized by their immediate supervisors, employees may take up to two fifteen (15) minute rest periods each work day. If authorized, rest periods do not accumulate if not taken. To the extent possible, rest periods will be provided in the middle of work periods. Since rest periods are counted and paid as time worked, employees must not be absent from their work stations beyond the allocated time. Additionally, employees may be requested to curtail the rest period, if necessary, to provide adequate customer service in high customer service areas.

Supervisors will schedule meal periods to accommodate operating requirements. The Commissioner's Court encourages offices to remain open during the noon hour to better serve the public. Some employees may stagger their lunch hours in order that the County can provide this service.

Lactation Accommodation

Pursuant to legislation amending the Fair Labor Standards Act, each Department Head should ensure that nursing employees are provided reasonable break time(s) as needed to express breast milk in a private location (other than a bathroom) shielded from view and intrusion. The DOL has released a fact sheet to help employers comply with the lactation break time obligations established by the new federal healthcare reform law. Under **this** healthcare reform, employers must provide **the reasonable** rest breaks and suitable space for employees who are nursing mothers to express breast milk for up to one year after the child's birth. The Fact Sheet provides further information about the time and location of the breaks, which employers are exempt from the law, and whether employees must be compensated for this break time. A copy of the fact sheet is available **here**.

Payroll Procedures

~~1. All officials 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. All annual re-classes, merits and COLA's, or "across the board" pay increases approved by the Court during budget preparation will go into effect the first day of the first full pay period after October 1st.~~

All officials 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. All annual re-classes and COLA's, or "across the board" pay increases approved by the Court during budget preparation will go into effect the first day of the first full pay period after October 1st.

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2. 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.

3. Accurately recording time worked is the responsibility of every non-exempt employee. Federal and state laws require Williamson County to keep accurate records of time worked in order to calculate employee pay and benefits. Time worked is all the time actually spent on the job performing assigned duties. Non-exempt employees should accurately record the time they begin and end their work. They should also record the beginning and ending time of any split-shift or departure from work for personal reasons. Overtime work must always be approved before it is performed. Altering, falsifying or tampering with time records or another employee's time record may result in disciplinary action up to and including termination of employment.

4. It is the employee's responsibility to certify the accuracy of all of their recorded time. The supervisor is also responsible for certifying the accuracy of their subordinate's recorded time before submitting it for payroll processing. These reports shall be in a form acceptable to both the Human Resources Department and the Auditor. The reports are to be reviewed by the department head or their designee and, if approved, forwarded to the Payroll Department which must receive them no later than 9:00 a.m. on the 7th day prior to payday. After this time, any corrections or additions to Payroll resulting in less than or equal to 16 hours will not be processed until the following pay period.

5. Pay advances are not authorized under any circumstances.

6. 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 extraordinary 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.**

Tampering with a Governmental Record

As an employee of a political subdivision of the State of Texas, all Williamson County employees' Kronos time records are considered governmental records. When an employee knowingly reports inaccurate information or fails to report accurate information in a governmental record, that employee is Tampering with a Governmental Record.

Penal Code Sec. 37.10. TAMPERING WITH GOVERNMENTAL RECORD.

(a) A person commits an offense if he:

(1) knowingly makes a false entry in, or false alteration of, a governmental record;

(2) makes, presents, or uses any record, document, or thing with knowledge of its falsity and with intent that it be taken as a genuine governmental record;

(3) intentionally destroys, conceals, removes, or otherwise impairs the verity, legibility, or availability of a governmental record;

(4) possesses, sells, or offers to sell a governmental record or a blank governmental record form with intent that it be used unlawfully;

(5) makes, presents, or uses a governmental record with knowledge of its falsity; or

(6) possesses, sells, or offers to sell a governmental record or a blank governmental record form with knowledge that it was obtained unlawfully.

(b) It is an exception to the application of Subsection (a) (3) that the governmental record is destroyed pursuant to legal authorization or transferred under Section 441.204, Government Code. With regard to the destruction of a local government record, legal authorization includes compliance with the provisions of Subtitle C, Title 6, Local Government Code.

(c)(1) Except as provided by Subdivisions (2), (3), and (4) and by Subsection (d), an offense under this section is a Class A misdemeanor unless the actor's intent is to defraud or harm another, in which event the offense is a state jail felony.

(2) An offense under this section is a felony of the third degree if it is shown on the trial of the offense that the governmental record was a public school record, report, or assessment instrument required under Chapter 39, Education Code, or was a license, certificate, permit, seal, title, letter of patent, or similar document issued by government, by another state, or by the United States, unless the actor's intent is to defraud or harm another, in which event the offense is a felony of the second degree.

(3) An offense under this section is a Class C misdemeanor if it is shown on the trial of the offense that the governmental record is a governmental record that is required for enrollment of a student in a school district and was used by the actor to establish the residency of the student.

(4) An offense under this section is a Class B misdemeanor if it is shown on the trial of the offense that the governmental record is a written appraisal filed with an appraisal review board under Section 41.43(a-1), Tax Code, that was performed by a person who had a contingency interest in the outcome of the appraisal review board hearing.

(d) An offense under this section, if it is shown on the trial of the offense that the governmental record is described by Section 37.01(2) (D), is:

(1) A Class B misdemeanor if the offense is committed under Subsection (a) (2) or Subsection (a) (5) and the defendant is convicted of presenting or using the record;

(2) A felony of the third degree if the offense is committed under:

(A) Subsection (a) (1), (3), (4), or (6); or

(B) Subsection (a) (2) or (5) and the defendant is convicted of making the record; and

(3) A felony of the second degree, notwithstanding Subdivisions (1) and (2), if the actor's intent in committing the offense was to defraud or harm another.

(e) It is an affirmative defense to prosecution for possession under Subsection (a) (6) that the possession occurred in the actual discharge of official duties as a public servant.

(f) It is a defense to prosecution under Subsection (a) (1), (a) (2), or (a) (5) that the false entry or false information could have no effect on the government's purpose for requiring the governmental record.

(g) A person is presumed to intend to defraud or harm another if the person acts with respect to two or more of the same type of governmental records or blank governmental record forms and if each governmental record or blank governmental record form is a license, certificate, permit, seal, title, or similar document issued by government.

(h) If conduct that constitutes an offense under this section also constitutes an offense under Section 32.48 or 37.13, the actor may be prosecuted under any of those sections.

(i) With the consent of the appropriate local county or district attorney, the attorney general has concurrent jurisdiction with that consenting local prosecutor to prosecute an offense under this section that involves the state Medicaid program.

Merit Pay

~~In fiscal years when Commissioners Court approves merit pay for each department, any merit pay shall be awarded to an employee on or before March 31st. No merit pay awards will be processed after that date~~.

In fiscal years when Commissioner's Court approves merit pay for each department, all merits should be awarded based upon individual work performance as evaluated by the employee's supervisor and Elected Official or Department Head. Any employee who is demoted will not be eligible for merit money or any type of pay for performance award during the succeeding 12 month period.

Merit awards may go into effect as early as the first day of the first full pay period after October 1st.

Merit awards go into effect at any time during the fiscal year prior to March 31st at the discretion of the Elected Official or Department Head.

After at least three months of employment in his/her current position as of October 1st, an employee may receive a merit step increase within the same fiscal year if undistributed annual merit funds are available within the department.

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Upon award, a Payroll Action Sheet (PAS) should be processed to allow the merit pay award to be reflected in the employee's pay. The merit award will go into effect the first day of the first full pay period following award.

Any merit award must be calculated on an annual basis amount not the dollar amount that would be expended during the remaining fiscal year should the award be given to an employee.

Individual Merit awards may be made up to two steps per employee, however, *the total merit awards may not exceed the annual merit funds available within the department.*

The Human Resources Department will determine whether undistributed annual merit funds are available within the department.

Any merit pay shall be awarded to an employee on or before March 31st. No merit pay awards will be processed after that date to facilitate the next FY budget process.

Direct Deposit and Payroll Definitions

The first check for a new employee and the last check for a terminating employee will be mailed to the employee at the current address on file.

Any changes to banking information on an employee's record will result in a paper check to be mailed to the current address on file.

Direct Deposit shall be mandatory for all employees effective January 1, 2009

Direct Deposit of employee pay is mandatory per the 2008/2009 Budget Order. If an employee does not have a bank account, Union State Bank (USB) will provide a *free account into which your pay will be directly deposited*. USB is the depository bank for the County. Contact the County Treasurer's office at 943-1540 to set up a time to visit with a representative from Union State Bank (USB). Your funds will be available to you by 8:00 a.m. the last work day of the payroll week. If at any time you need to make an amendment to your account, you must contact Union State Bank. The bank has locations in Georgetown, Liberty Hill, Florence, Round Rock, Killeen and Harker Heights.

Remember: The Payroll Department in the Auditor's Office must be notified of any bank account changes. They can be reached at payroll@wilco.org or 943-1550.

The Technology Services Department will need to set up your view and/or print capabilities for your direct deposit advice using Oracle. Contact the department at 943-1449, 943-1448 or 943-1680 to request a user name and password to access Oracle and to obtain access to Wilco Self Service. Your direct deposit is listed under "Pay Slip".

Remember: Payroll checks are mailed to the employee address on file in Oracle. If you need to update your address, please contact the Human Resources Department at hr@wilco.org or 943-1533.

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All terminating or retiring employees will receive a paper paycheck for their final pay. Final pay is not available by direct deposit. A final paycheck will be mailed from the Treasurer's Office on the pay date to the employee's address on record in the payroll system and cannot be picked up in person. Employees are encouraged to submit an address change notice to the Human Resources Department, if necessary, to ensure prompt receipt of the employee's final pay. The County cannot guarantee the date you will receive your final paycheck.

The following Payroll Definitions apply to payroll processing in Williamson County:

Authorized paid leave includes holiday, sick leave, vacation, compensatory time taken, emergency leave, floating holiday, military leave, civil leave, essential personnel leave, and all similar forms of compensation allowed under these employee policies.

Unpaid Leave 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 are the exclusive forms of paid leave provided by the County to its employees.

The County cannot legally pay someone for un-worked 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 the Commissioners' Court. Any employee's need to report unpaid leave may be the result of attendance problems and the Human Resource Department does not recommend allowing an employee to enter unpaid leave status, unless the employee is on unpaid leave in conjunction with FMLA or Worker's Compensation. Except as otherwise provided in this policy statement, the Payroll 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.

Employees not subject to the plan include all employees who are not subject to the guaranteed fluctuating hours plan ("the plan").

Employee's subject to the plan includes all employees who are subject to the plan, as defined above. These employees include shift paramedics and supervisors working in the Emergency Medical Services Department.

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 defined as such by the Williamson County Human Resources Department after consultation with the elected official or other department head.

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

Officials include district, County and precinct officials and any other officials for which the Commissioner's 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.

Part-time employees >=20 includes all employees who are regularly scheduled to work greater than 20 hours per week but less than 30 hours per week but may work for more than 90 days in a calendar year. The elected official or other department head must identify all such employees to the Human Resources Department to ensure that their compensation and benefits will be properly calculated and paid.

Part-time employees >=30 includes all employees who are regularly scheduled to work greater than 30 hours per week but less than 40 hours per week but may work for more than 130 days in a calendar year. The elected official or department head must identify all such employees to the Human Resources Department to ensure that their compensation and benefits will be properly calculated and paid.

Part-time employees <20 includes all employees who are regularly scheduled to work less than 20 hours per week but may work for more than 130 days in a calendar year. (This definition includes seasonal staff). The elected official or department head must identify all such employees to the Human Resources Department to ensure that their compensation and benefits will be properly calculated and paid.

Temporary employees include (1) a person hired to work for a period of no more than 130 *days in a calendar year,* regardless of the hours worked per day or week; and (2) a person whom the hiring authority does not intend to employ as a regular full-time or part-time employee. The elected official or department head must identify all such employees to the Human Resources Department to ensure that their compensation and benefits will be properly calculated and paid.

Full-time employees include all employees whose positions have been established and authorized by the annual approved County budget filed with the County Clerk.

Pay Plan

1. The Commissioners' Court, under statutory budgetary procedures, shall approve the number and salary of all regular salaried positions, and part-time and temporary positions allocated to each department.

2. Most County employees have been assigned a pay group and step range based on a market survey and job analysis of each position. The authority to assign groups and steps rests with the Commissioners' Court.

3. The position classification is designed to assess the nature of a position and not to evaluate the individual in the position. But once a position has been classified, advancement to higher steps is dependent on certain job-related factors, including, but not limited to, individual performance.

4. Merit raises, if any, should be based on an evaluation of the individual's performance and other job-related factors. The amount received by individual employees may vary according to supervisory evaluations. The Human Resources Department has forms and instructional materials that may be of assistance in evaluating employees.

5. The payroll system uses a calculated five digit hourly rate to process compensation on a pay period basis. This calculated rate is rounded to 2 decimals when printing the hourly rate. The 2-decimal rate is **not** used for processing pay period compensation.

6. The Commissioners' Court has sole authority to determine the availability of funds for across the board cost of living pay increases or merit raises, if any, that may be granted. In some cases, the Court may approve a combination of across the board cost of living pay increases and merit raises. If an across the board cost of living pay increase is approved, the pay increase will be in the form of a percentage rather than a flat dollar amount. When this is done each salary amount on the pay scale and each individual employee's salary are adjusted by the authorized percentage increase, unless a specific employee's salary has been frozen as a result of a determination that the employee is being paid beyond the maximum salary established for the position. Across the board cost of living pay increases are typically not tied to the Consumer Price Index (CPI) determined by the U.S. Department of Labor. Across the board cost of living pay increases will be less than the CPI. Performance based pay, such as merit pay or lump sum incentive pay, may be awarded and is used to allow top performing employees to meet or exceed the consumer price index annual adjustments.

Other Pay Types

Longevity Pay

Eligibility

1. ~~All employees of officials or employees in any other department, including any department head appointed by the Commissioner's 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~~.
1. All employees of officials or employees in any other department, including any department head appointed by the Commissioner's 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, which ***excludes*** *years of employment with WCCHD and Adult Probation/CSCD/CTTC.*

OR

To be consistent with vacation, comp, sick leave, and holiday time policies, the length of time employed with WCCHD, CSCD/Adult Probation will NOT transfer to WC for the purposes of longevity pay.

2. 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, all temporary, along with part-time employees who are regularly scheduled for less than 20 hours per week shall not earn any longevity credit. Longevity pay will accrue bi-weekly beginning with the first pay check in December thru November for a 12 month period. It will then be paid out annually on the first pay check in December. This applies to anyone who begins receiving longevity in Fiscal year 2008-2009. Any employee who terminates employment and has been accruing longevity pay

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toward an annual December payout will receive their prorated longevity payment on their last paycheck. Each November those employees still receiving longevity on a biweekly basis will be given the opportunity to elect an annual payment.

When an employee in a position classified as PT>20 or PT>30 moves (transfers) to a FT position, the longevity credit earned to the date of the transfer shall be credited at ½ one-half the amount of time employed in the PT>20 or PT>30 position. (ie; three years in a PT>20 or PT>30 position would equal 1 ½ years longevity credit upon transferring to FT position.)

3. An individual who terminates employment with Williamson County and is rehired within one year of termination will be reinstated with longevity at the rate they were receiving upon termination. **However, they will only be able to accrue longevity on the annual payout basis as described in 2. above.** An employee is reinstated with everything earned to the new date of hire just as though they never left employment with the County (break in service does not apply). Longevity is reinstated and vacation accrual is reinstated and longevity keeps accruing from original date of employment less the break in service. This applies only if employee returns within one year.

4. The longevity rule as it applies to breaks in service is applicable to all current employees, and those being hired/rehired, after May 23, 2003. If there is a break in service of more than one year the employee will lose all accrued longevity and must start earning longevity from the new date of hire.

Should a comment be inserted at this point regarding Military Service – USERRA

The Uniformed Services Employment and Re-employment Rights Act (USERRA) grants up to five years of military leave. ~~The Act requires an employer to reinstate a person to his/her previous position if military service has been satisfactory according to the guidelines listed below~~. The act requires an employer to reinstate a person to his/her previous position and benefits if military service has been satisfactory according to the guidelines listed below. **OR – If a person is eligible to be reemployed, they must be restored to the job and benefits they would have attained if they had not been absent due to military service or, in some cases, a comparable job.**

Payments

5. Longevity pay shall be accrued twenty-six (26) times per year and paid as noted in 2., as follows for **full-time staff** who began receiving longevity pay prior to Fiscal Year 2008-2009 and who have elected to continue receiving longevity pay on a per pay period basis:

$24.00 per pay period after completing five years of employment;
$48.00 per pay period after completing ten years of employment;
$72.00 per pay period after completing fifteen years of employment;
$96.00 per pay period after completing twenty years of employment;
$120.00 per pay period after completing twenty-five years of employment,
Shall be the maximum allowable longevity.

6. Longevity pay shall be accrued twenty-six (26) times per year and paid as noted in 2., as follows for current **part-time employees** who began receiving longevity pay prior to Fiscal year 2008-2009 and who have elected to continue receiving longevity pay on a per pay period basis:

$12.00 per pay period after completing five years of employment;
$24.00 per pay period after completing ten years of employment;
$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,
Shall be the maximum allowable longevity.

Overtime

General Provisions on Overtime

1. Statement of Intent

The following rules regarding overtime represent an effort to go over and above 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.

2. Work Period

a. 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 pay week without incurring an overtime obligation for the County.

b. 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. Non-exempt employees in these categories may work 85.00 hours during a "work period" without incurring an overtime obligation.

c. Only hours actually worked count toward the overtime limit for non-exempt employees. Holiday, vacation, sick leave, emergency leave, floating holidays, compensatory time taken and any other forms of paid leave do not contribute to the total number of hours worked in a "work period".

d. 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: A felony prosecutor puts in 60 hours during a jury trial week and the DA lets him/her take 2 days off a few weeks later; he/she gets no extra compensation for the long week, but (at the discretion of the DA) the short week is not charged against his/her accrued paid leave. In an effort to comply with FLSA exempt status, comp time is not granted on an hour for hour basis. NOTE: 20 hours additional time worked and only 16 hours of comp time leave was granted.

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3. Explanation of Overtime

If you are in an **exempt** position, you are not eligible for official overtime or compensatory time. Exempt positions are usually professional or executive positions. Examples are attorneys, engineers, department heads, and some supervisors.

If you are a **non-exempt** employee, you are eligible for compensatory time at the rate of 1.5 hours for every hour you work over the normal total for your work period. This usually, but not always, means that if you work more than 40 hours in a one-week work period, you would incur compensatory time. This compensatory time could be taken off in the next work period or, with the approval of your supervisor or department head, at a later time. Compensatory time for non-exempt employees is officially recorded and is subject to accrual. Only hours actually worked are included in the determination of overtime. Sick leave, vacation leave, holidays, and other absences from the work place do not count towards the accrual of overtime. Non-exempt employees include clerical support personnel, Department of infrastructure crew members, and equipment operators.

Non-exempt Department of Infrastructure Employees will, at the discretion of the Senior Director, earn the equivalent of 1.5 hours of compensatory time for every hour worked over forty in a work period or overtime pay at the rate of 1.5 times their hourly rate for every hour worked over 40 hours in a work period.

Non-exempt Employees working as Juvenile Detention or Academy officers or as Dispatchers and Shift Supervisors in the Department of Emergency Communications will be paid at the rate of 1.5 times their hourly rate for every hour worked over 40 hours in a work period.

Non-exempt Emergency Medical Services Employees will 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). The employee is not guaranteed if the employee does not work at all during the work period. An employee 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.

Non-exempt Law Enforcement Officers and Corrections Officers employed by the Sheriff's Department and Constable's Offices who work the 85-hour work period may be paid their regular salary for the first 80 hours worked in a work period plus their regular hourly rate "straight" 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 instead 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 Commissioner's 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.

4. Controls on Overtime

   a. 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: *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: *Another employee is sick the same day, and then works 8 extra hours* ***without*** *permission; the employee is charged with 8 hours sick leave and accrues no compensatory time.*

   b. 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: *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 fiscal year.*

5. Adjustments to Working Hours

   a. Sick leave, holiday time, vacation, compensatory time 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: *An employee takes vacation 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: *An employee takes a Friday vacation day, is called out on an ice storm emergency for 10 hours on Sunday, and has the flu on Tuesday; the employee is charged with no sick leave and only 6 hours of vacation leave.*

b. 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 banked and used at a later date as provided below.

Provisions only applicable to employees not subject to the Guaranteed Fluctuating Hours Plan ("the plan")

1. 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. The maximum accrual for compensatory time is 240 hours. Any compensatory time accrued over 240 hours will be paid at time-and-a-half.

2. 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.

3. 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 Payroll Department's payroll processes and the employee's holiday time will be reflected in their holiday bank for use at a later time.

4. Nonexempt law enforcement officers and corrections officers employed by the Sheriff's Department and Constable's Offices who work the 85-hour work period may be paid their regular salary for the first 80 hours worked plus their regular hourly rate "straight" 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 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.

~~5. All nonexempt Department of Infrastructure employees will earn the equivalent of 1.5 hours of compensatory time for every hour worked over (40) forty in a work period with the exception of crew members, truck drivers, inspectors and operators who will earn overtime pay at the rate of 1.5 times their hourly rate for every hour worked over 40 hours in a work period.~~

6. All nonexempt employees working as Juvenile Detention or Academy officers or as dispatchers and shift supervisors in the Department of 911 Communications will be paid at the rate of 1.5 times their hourly rate for every hour worked over 40 hours in a work period.

7. Employees in the Elections Department who are eligible for payment under elections services contracts will be paid at 1.5 their hourly rate for every hour worked over 40 hours in a work period, if such hours were for services performed under contract on behalf of another political subdivision.

Outside Employment for Off Duty Peace Officers
(Revised 10/26/2010 Replaced previous policy)
Background:

The intentional or knowing use of County-owned or controlled assets to assist in the production of private income for a County officer or employee (or knowingly allowing such use by a subordinate) is generally prohibited by state law and could result in criminal prosecution, adverse employment action, or removal from office.

As a limited traditional exception recognized by law and as an approved employee benefit for County peace officers, equipment (including without limitation uniform items, radios, and vehicles) owned by Williamson County may be used in connection with special duty work in fire protection, law enforcement, or related activities for a separate and independent employer (public or private) during a County employee's off-duty hours in accordance with the following policy. Elected officials may regulate, at their own discretion, other forms of outside employment that do not involve work for the County or the use of County equipment (for example, by an officer wearing a privately-owned uniform and driving a vehicle owned by the outside employer). Use of County property except in accordance with this policy is prohibited.

I. Additional Patrol Services by Williamson County Law Enforcement Employees:

Elected officials are free to control the use by on-duty employees of County equipment assigned to their department, but on-duty employees must be paid from the departmental budget. Work in the following categories performed by a non-exempt employee is considered on-duty time that must be compensated at the employee's regular or overtime rate, as applicable.

A. Work performed for the County itself or for its benefit (unless the duties are performed for another County department and have no connection with the employee's regular duties);

B. Work performed at the direction of the employee's department or supervisors (including policing services provided by the department for a community event); or

C. Work performed pursuant to an inter-local or intergovernmental agreement between Williamson County and an agency or political subdivision of the State of Texas in which the County agrees to provide additional law enforcement services for the other party, using on-duty officers, on payment of due compensation by that party. Payment to the County shall be $45.43 per hour (including both an officer and a vehicle), unless provided otherwise in the individual agreement approved by Commissioners Court. Exempt employees who provide additional on-duty services pursuant to such an agreement during a given pay period, and who have performed their regular duties during that pay period to the satisfaction of their department head, shall be entitled to

additional compensation from the County at the rate of $35.00 per hour while providing those additional patrol services and payment of a stipend for coordinating services involved with these additional patrol services.

II. Additional Patrol Services Provided thru Off-Duty Employment:

The policy described in the following paragraphs applies only to off-duty law enforcement or related work performed for a separate and independent employer at the sole option of the employee. Pursuant to the U.S. Department of Labor Regulations contained in 29 C.F.R. Part 553, Sec. 553.227, peace officers and other public safety employees may be permitted (solely at the employee's option, with the consent of the elected department head) to engage in special duty work for a separate and independent employer (public or private) during their off-duty hours. Since this is separate employment, the rate of compensation for such work may differ from the employee's regular pay and the hours of work for the second employer are not combined with the hours worked for the primary public agency employer for purposes of overtime compensation.

A. Pursuant to the stated position of the U.S. Internal Revenue Service in auditing other agencies, any outside employer who wishes to hire an off-duty officer for special duty work permitted by this policy must allow a County agency to facilitate the employment and process payroll, including federal withholding. The outside employer must agree to make payment of the fee for such services directly to the County, which will establish procedures for the officers to receive their pay for the special detail through the agency's payroll system. The County will retain a fee for administrative expense.

B. Contractual Requirements:

Prior to the commencement of outside employment under this policy, the following documents must be executed:

1. A written agreement between the authorized agent of the department and the separate and independent outside employer defining the nature of the special duty work to be performed, giving the consent of the department to the performance of the work, and providing that the outside employer will pay a fee directly to Williamson County in accordance with the payment schedule in Section C below for each employee/hour of services. The agreement should also provide for a coordinator to be responsible for managing the special duty work.

2. A written acknowledgment by the officer that he or she is undertaking the special duty work at the employee's sole option and not as an assignment from the department, and that payment to the employee in the amount set out in paragraph 7 below through the County payroll system will be contingent on payment by the outside employer; and

3. Written acknowledgment from both the employee and the outside employer that the County is providing only administrative services and is not a party to the agreement for special duty services between the officer and the independent employer. Thus, all issues relating to the scope, manner, or means of performance shall be strictly between the parties to the separate employment.

C. Fee Schedule:

1. The rate paid to the deputy by the independent outside employer shall be as negotiated between the parties. The outside employer shall also pay an additional 12.65% fringe (to cover employment taxes and the County's required workers compensation payments). Private employers (not political subdivisions) shall furthermore pay an additional $4.00 per hour to the County to cover its administration expenses.

2. If the deputy is on 24-hour call and has a take-home marked vehicle which he is required by his agency to use for commuting, and he uses that vehicle in connection with providing direct services to the outside employer (such as patrolling or traffic control, but not including merely commuting to or from the job site), the outside employer shall reimburse Williamson County at the rate of $6.00 per hour (for political subdivisions) or $12.00 per hour (for private employers). Internal Revenue Service regulations consider the use of an unmarked vehicle for private use to be additional taxable compensation.

All officers permitted outside employment under this policy must observe their normal standards of conduct during such employment and are subject to disciplinary action from their department if they fail to do so.

If an officer performing special work duties should observe the commission of a crime that requires response in the employee's official capacity as a Williamson County peace officer and outside the scope of the secondary employment (or if the officer is otherwise called to duty in an official capacity), the officer's performance in that capacity will be treated for payroll purposes as on-duty time and will not be billed to the outside employer.

Provisions only applicable to employees subject to the Guaranteed Fluctuating Hours Plan ("the plan")

1. 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 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.

2. Nonexempt EMS employees subject to the plan 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).

3. The salary provided for a nonexempt employee subject to the plan is not subject to reduction because the employee worked fewer than 40 hours during the work period or fewer than 85, as the case may be. 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.

4. Payment of a salary to an employee subject to the plan 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. Under federal law, employees subject to the plan and all exempt employees may be placed on disciplinary leave without pay in full-day increments, but only for violations of a major workplace safety rule or a written workplace policy. They may not have their pay reduced for such other infractions such as disregarding an oral instruction, poor work performance, or nonattendance. Pay can be deducted only if the Payroll Department is provided documentation showing that pay was docked for one of the permissible reasons.

5. Employees subject to the plan accrue vacation, sick leave, and other authorized paid leave so long as they are working or being compensated as a result of using accrued leave. They are also 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.

6. County holiday hours earned by an EMS employee subject to the plan that the department head determines cannot be taken off during that pay period shall be converted hour-for-hour (based on 12 hours per shift) to flat-rate holiday time by the Payroll Department's payroll processes and the employee's holiday time will be reflected in their holiday bank for use at a later time.

7. The County will comply with the Fair Labor Standards Act (FLSA). Inquiries about the FLSA should be directed to the Senior Director of Human Resources. Williamson County will comply with all Fair Labor Standards Act rules and regulations. Employee records will be maintained for a minimum of 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.

Add "County Equipment" last paragraph from page 22

Each employee who is issued County-owned equipment that may be used or taken outside the daily workplace must sign an agreement ~~each year~~ acknowledging receipt of the equipment, including an acknowledgement of its current replacement value, and agreeing that the equipment will be returned on request of the department head or on leaving departmental employment whichever comes first. The agreement will further provide that if the equipment is not returned when required, the replacement value will be deducted from the employee's next (or final) paycheck.

Asset Values

1. Key – If an employee loses a key or fails to return it at termination, there will be a $3.00 replacement charge with the exception of a grandmaster key. If someone loses a grandmaster key to an area or a building, the replacement cost will be established after determining which

locks are affected.

2. Badge/Fob – If an employee loses a badge or fails to return it at termination, there will be a $3.00 replacement charge on an ID badge and a $6.00 replacement charge on a Prox card (cards with electronic sensor). If an employee loses a fob or fails to return it at termination, there will be a $5.00 replacement charge. Any loss of a badge or key fob should be reported immediately so that the access can be disabled for use.

3. Laptop – If an employee loses a laptop or fails to return it at termination, there will be a replacement charge which is the average of the laptop prices for that year. For example, 2009 laptop costs are minimum $1300.00 and maximum $2000.00 depending on the laptop type.

4. Procurement Card – All charges made that do not follow the policies and procedures as outlined in the Procurement Card Manual will be deducted from the final paycheck.

5. Departments may also wish to internally track assigned assets and associated values for asset that are specific to their operations and not necessarily tracked within the Oracle Payroll System.

~~**Employee Termination/Separation**~~

~~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 unless they are on paid administrative leave pending an investigation. If they are on paid administrative leave pending an investigation, their last date of active duty will be the date upon which a final determination decision was made following the investigation. Any accrued vacation, holiday, 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. No direct deposit will be processed for a terminating employee. Instead a paper check will be issued for their last paycheck.~~

All assets assigned to the terminated employee must be returned. Failure to return any asset will result in deduction of the asset's value from the terminated employee's final paycheck. All assets assigned to employees must be listed on an inventory sheet which shall be the responsibility of the departments and must include a value assigned to each item assigned to the employee. The inventory sheet shall be signed and dated by the employee and department head. Each employee who is issued County-owned equipment that may be used or taken outside the daily workplace must sign an agreement each year acknowledging receipt of the equipment, including an acknowledgment of its current replacement value, and agreeing that the equipment will be returned on request of the department head or on leaving departmental employment, whichever comes first. The agreement will further provide that if the equipment is not returned when required, the replacement value will be deducted from the employee's next (or final) paycheck.

Reporting Responsibility

1. Each official or department head (or designee) shall be responsible for the accurate reporting of all time worked by each employee and of all holidays, vacation leave, sick leave, jury service, and other leave.

2. Such reports shall be made to the Payroll Department located in the Auditor's Office on such forms and at such times as may be prescribed by that department.

PERSONAL CONDUCT

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Nature of Employment – "At Will"

Employment with Williamson County is an "At-Will" status. The employee may resign at any time, with or without cause. Similarly, Williamson County may terminate the employment relationship at any time, with or without notice or reason, as long as there is no violation of applicable federal or state law.

Communicatins to Employees

All employees should be assigned a County email address.

County email is the official communication tool for employee communications. All employees are responsible for accessing and reviewing their County email account for employment related information.

HR Communications Liaisons

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Each department should appoint one (1) or more HR Communications Liaisons. These liaisons are assigned the following responsibilities:

- Ensuring receipt of HR related communications by every employee within department/shift
- Providing contact information upon request – as needed, informing employee of the name of the HR Team Member who is the appropriate HR contact person for their specific issue of concern
- Coordinate internal communications with HR Team to respond to general employee concerns regarding HR related communications, plans and programs
- Support and encourage two way communication – HR to Liaisons ***AND*** Liaisons to HR
- In the event of a work related accident within a department / shift, assist in coordinating submission of a completed accident report.
- Safety Related Activities, including:
    - Retaining a copy of th eCounty's safety procedures;
    - Maintaining a current roster of department / shift employees;
    - Maintaining the department's weather radio, flashlight, and first-aid kit;
    - Knowing safe areas inside the building, evacuation routes, and rally points outside of building, and posting information in an accessible place;
    - Assist with conducting periodic safety drills – both fire and weather;
    - Assisting disabled employees and directing the public during a safety related incident:
    - Knowing building personnel trained in CPR/AED operation and first-a9d.

- Attendance and participation at an annual "staff development opportunity" for HR Communications Liaisons

Criminal Convictions

Any employee who is convicted of a criminal offense at any time during their employment with Williamson County should immediately notify his/her supervisor as well as his/her Elected Official/Department Head of the conviction. For the purpose of this section, the word "convicted" shall mean a finding of guilt by either a judge or a jury without regard to the subsequent disposition of the case by suspension of sentence, probation, or otherwise, and shall also include a suspension of finding of guilt by a judge in a deferred adjudication probation.

Discipline

1. Discipline may include both corrective action and more conclusive measures, including termination of employment.

2. Employees may be disciplined for misconduct, which includes, but is not limited to, the following:

   a. Incompetence in the performance of duties;

   b. Inefficiency;

   c. Insubordination;

   d. Dishonesty;

   e. Intemperance;

   f. Immorality;

   g. Violation of rules contained in this Manual, the rules and regulations of the Commissioners' Court, or of the office or department, or of any law;

   h. The conviction of a criminal offense involving moral turpitude. For the purpose of this section, the word "convicted" shall mean a finding of guilt by either a judge or a jury without regard to the subsequent disposition of the case by suspension of sentence, probation, or otherwise, and shall also include a suspension of finding of guilt by a judge in a deferred adjudication probation. For the purpose of this section, the phrase "moral turpitude" shall mean an act of baseness, vileness, or depravity, or any act done with deception, or through corrupt motive, or as defined by state law and/or judicial decisions made under state law.

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i. Damage to public property or waste of public supplies through negligence or willful misconduct;

j. Conduct unbecoming an officer or employee of the County;

k. Failure to report to work for one working day without notification to his or her supervisor;

l. Misuse of sick leave privileges;

m. Serious or consistent negligence in the performance of duties;

n. Serious or consistent failure to meet the written standards of job performance;

o. Lying or concealing a material fact concerning a matter under investigation; or for the purpose of obtaining personal benefit; or relating to service to the public;

p. Violent or disruptive behavior;

q. Unauthorized use of public property;

r. Negligence of duty, including sleeping on the job;

s. Violation of a safety procedure;

t. Making a false statement or misrepresenting a material fact in the employee application materials, or on other work records;

u. Other actions detrimental to operations or to the public;

v. Seriously or consistently endangering the health or safety of employees or the public;

w. Possessing or using controlled substances, as defined by Texas law, marijuana, or drug paraphernalia on County property or any place designated as a work site where the County is conducting business or providing services;

x. Coming to work, or being at work, or remaining at work under the influence of alcoholic beverages or controlled substances, as defined by Texas law, or of marijuana;

y. Use of recording devices to record conversations between an employee, co-worker or supervisor without their prior permission or in other violation of the County's Recording policy;

z. Failure to work scheduled overtime or overtime worked without prior authorization from the supervisor;

aa. Any other misconduct, as determined by the employee's actions.

3. The following disciplinary procedure is available for use by supervisory personnel (see also paragraph "4" below):

a. If informal counseling or suggestions have not produced appropriate results, the supervisor may give the employee an oral warning which explains the misconduct, outlines a solution, and states the consequences if improvement does not occur. Supervisors may prepare a memo for the record and retain it in their files.

b. If misconduct continues after the oral warning, the supervisor may issue a written reprimand to the employee and focus again on the nature of the misconduct, the solution, and the consequences if improvement does not occur. In addition, the employee may be placed on probation for a specified period. The reprimand should be signed by both the employee and the supervisor, and each should retain a copy.

c. If a written reprimand does not produce the desired improvement, additional written reprimands may be issued or other actions, such as paid or unpaid suspension, or dismissal, may be necessary. If an employee is suspended, the terms of the suspension should be set forth in writing and signed by the employee and the supervisor.

4. There is no requirement that the disciplinary actions listed in section "3" be implemented prior to dismissal or other action or that they be implemented in any particular order. County employees work "at will", which means that the employment relationship is terminable at any time, with or without cause or notice, by either the employee or the County, and nothing in this section is intended to affect the "at will" status of any County employee.

5. Unless prior authority has been granted, dismissal shall occur only with the approval of the elected official, department head, or other hiring authority.

6. Employees may use available grievance procedures if they disagree with the implementation of a disciplinary action.

Employment Records

1. Applications, recruitment notices, EEO information, and other materials related to the application process should be retained by the department in which the vacancy occurred, for at least three calendar years after the termination of an employee who was hired into the specific vacancy.

2. Documents related to disciplinary actions should be on file in the office or department in which the disciplined employee is or has been employed. They should be retained during the tenure of the employee and for at least three years following the employee's termination.

3. Documents related to performance evaluations should be on file in the office or department in which the employee works, and should be retained during the tenure of the employee and for at least three years following the employee's termination.

4. The County Auditor shall maintain copies of payroll information and the Human Resources Department shall maintain copies of benefit information.

5. Each employee may choose whether the County discloses the employee's home address and telephone number to the public on request. If a new employee does not request confidentiality, the home address and telephone number on file are considered public information (does not apply to law enforcement personnel). However, employees may change their election for disclosure or confidentiality at anytime by contacting Human Resources.

6. Certain medical information is collected by Williamson County for reasons authorized by law (FMLA, ADA, etc.) or to prove eligibility for a County benefit program. Such information is voluntary, but failure to do so can result in the benefits being denied or delayed, pending receipt.

7. Supervisors and employees are encouraged to maintain strict confidentiality regarding an employee's medical or personal information and to limit distribution of this information on a need-to-know basis only.

Access to Personnel Files

Generally, only supervisors and management personnel who have a legitimate reason to review information in a file are allowed to do so. Employees who wish to review their file should contact their direct supervisor or Human Resources. With reasonable notice, employees may review or request a copy of their personnel file in Human Resources. However, an employee may not remove documents from the file.

Recording

With the exception of cooperation with law enforcement and calendared training events (which may be recorded for those unable to attend), audio and video recording are expressly prohibited unless all parties involved are provided prior written notice.

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VEHICLE USE

Overview

It is the intent of Williamson County to operate county-owned or leased motor vehicles (Fleet), equipment, and personal vehicles used on county business in the safest manner possible. We will only allow drivers who meet our hiring criteria to drive on county business and expect our drivers to comply with our safety policies and procedures and state law in order to do our part to make the roads as safe as possible.

Purpose

To outline Williamson County's commitment to, and expectations of, those who operate county-owned or leased vehicles, equipment, and personal vehicles used while conducting county business.

Application

This policy applies to all employees who operate motor vehicles and equipment while conducting county business. This includes county-owned or leased vehicles, equipment, and personal vehicles while conducting county business. This policy is not intended to supersede any departmental policy that may be more stringent or restrictive.

Program Coordinator

The Human Resources Risk Management Section has been designated as the county contact with the insurance carrier. The coordinator shall be the person designated to receive most reporting forms mentioned in this policy. Risk Management has primary responsibility for accident prevention, safety training, and accident investigation. Elected officials/department heads, managers and supervisors are designated to enforce the policy at the departmental level.

County Responsibilities

The county will:

- Provide vehicles that meet all federal/state mandated safety requirements.
- Require driving records at the time of hire for all drivers that will be assigned to operate county-owned or leased vehicles and equipment on county business.
- Maintain a list of drivers authorized to operate county-owned vehicles on county business.
- Support and enforce the County Vehicle Management & Use Policy.
- Check driving records for county employees who operate their personal or leased vehicles on county business, if requested to do so. (The county's insurance carrier will perform an annual check of drivers who operate county-owned or leased vehicles).
- Notify officials and department heads of status changes involving employees who operate personal and county-owned or leased vehicles.

Specific Policies and Procedures

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I. County-owned or Leased Vehicles and Equipment (Note: references to leased vehicles and equipment do not apply to rental cars or vans used on a temporary basis for employee travel or other approved temporary uses.)

Driver List

All employees that will operate a county-owned or leased vehicle and equipment on county business must be on the list of approved drivers. The list will indicate the driver's qualification status.. Only drivers on the list may operate county-owned or leased vehicles and equipment. Any changes in employee qualifications will be reported to Risk Management. All new drivers and new hires employed into positions which require driving a county-owned or leased vehicle and/or equipment shall be indicated on a payroll action sheet, The list of approved drivers will be maintained in Oracle by Risk Management.

Driver Qualifications

Every driver on the driver's list must meet the point qualification for drivers as shown in Appendix A., *Driver Qualification Criteria*. Each driver of county-owned or leased vehicles and equipment will have a MVR check on an annual basis. Traffic violations on or off the job will be counted against drivers for insurance and employment purposes. Drivers not meeting the qualification standard may be removed from positions requiring driving. Drivers removed from positions requiring driving may be reassigned according to specific department policies if they qualify for currently available positions that do not require driving. If they do not qualify for a current position that does not require driving, they may be terminated.

Safe Vehicle Operation

Drivers will operate vehicles and equipment in a safe and lawful manner and do what is reasonably expected to avoid fleet incidents/crashes and injuries to passengers.

Vehicle Restraints

Drivers will ensure that all occupants of the vehicle wear seat belts at all times when possible, when the vehicle is in use. Passengers should not travel in vehicles that are not equipped with restraints in areas of the vehicle intended for cargo or where seats with restraints are not available.

Vehicle Security

All vehicles should be locked when not in use. Vehicles should be parked in a secure location and valuables should be secured out of sight when the vehicle is not in use.

Driving Records

Drivers are expected to maintain a driving record that allows them to meet the qualification criteria outlined in Appendix A.

Operating Vehicles While Impaired

Drivers shall not operate the vehicle/equipment while under the influence of drugs, alcohol or under any other conditions in which the driver's ability to operate the vehicle or equipment safely is inhibited or impaired. Employees who violate this policy will be subject to immediate

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disciplinary action, up to dismissal from employment. See the Williamson County Drug Free Workplace Policy for further information.

Distraction-Free Driving

Numerous studies have demonstrated that using a cell phone while driving increases the risk of a crash by four times, and texting increases crash risk by 23 times. Williamson County employees must refrain from using PDAs and cell phones, either hand-held or hands-free, while operating a motor vehicle. Williamson County employees should not initiate or respond to phone calls, read or respond to text messages or emails while driving a county owned vehicle. Williamson County employees who need to make an call while on the road should first park the vehicle in a safe location. Emergency situations may be an exception to the above.

Smoke-Free Workplace

In conjunction with an organization-wide Wellness Program, the county has adopted a policy prohibiting smoking within county buildings or offices. The use of tobacco products in county-owned vehicles and equipment is also prohibited. Employees who violate this policy may be subject to disciplinary action.

Vehicle Inspection

It is the responsibility of fleet users to perform routine pre and/or post inspections on vehicles and equipment. Departments should establish policies to insure that checks are accomplished. Inspection criteria may vary for each county office or department, and for each type of vehicle or equipment. Therefore, inspection criteria should be coordinated with and approved by Fleet Services. The following are basic rules of thumb for inspecting vehicles and equipment that are recommended for individual department policies.

Pre Trip Inspection:

1. Perform a visual walk around inspection of the vehicle for fluid leaks or obvious damage.
2. Inspect the following fluid levels where appropriate.

a. Engine oil
b. Battery fluid levels
c. Cooling system level
d. Hydraulic oil
e. Transmission fluid (after warm up)
f. Inspect the engine compartment for loose or frayed belts, hoses, etc.
g. Check tire pressure to insure compliance with the manufacturer's specifications.

Vehicles with defects that affect the vehicles' safety should not be driven until the vehicle is repaired.

Vehicle Maintenance

The vehicles and equipment owned or leased by the county are on a preventative maintenance schedule based on miles or hours of operation. Any repairs needed to ensure the safe operation of the vehicle/equipment shall be performed prior to the vehicle being used.

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Vehicle Operation

Drivers should operate the vehicles/equipment per the guidelines in the manufacturer's operating manual. Guidelines regarding not using cruise control in adverse weather conditions must be followed. Drivers are expected to be familiar with a vehicle/equipment prior to using it and be able to operate lights, horn, emergency flashers and other equipment.

Towing trailers on county business:

Towing of trailers while on county business is prohibited, unless approved by the employee's official or department head as necessary for legitimate work-related duties. Trailers owned by the county should be towed by county-owned or leased vehicles.

Fleet Incident/Crash/Vandalism Reporting

Drivers must report all fleet incidents/crashes/vandalism involving a county-owned or leased vehicle and equipment to the proper chain of command in their department. Prompt reporting is essential to limit liability, and employees are expected to report all fleet incidents/crashes as soon as possible. The designated department representative shall report all fleet incidents/crashes/vandalism Risk Management as soon as possible using the Williamson County Fleet Incident/Crash/Vandalism report. Departments may use a departmental form, as long as the form contains at a minimum, the information contained in the Williamson County Fleet Incident/Crash/Vandalism report.

A fleet incident/crash shall be defined as any damage incurred to a county-owned or leased vehicle or equipment regardless of fault. This shall include collisions involving other vehicles and equipment, obstacles, pedestrians, animals, overturning, jackknifing, vandalism and other damage that is not considered normal wear and tear. Vandalism shall be defined as the act of maliciously damaging county-owned or leased vehicles or equipment. Fleet incidents are those that would be considered minor due to the cost of repairs or that cause no damage to the county-owned or leased vehicle/equipment, and minimal damage to property, obstacles, and animals.

All fleet incidents/crashes involving county-owned or leased vehicles and equipment must be reported to the employee's supervisor or dispatch immediately unless the employee is injured and unable to do so.

If an employee is involved in a crash, the following procedures apply:

(1) Contact Department foreman, supervisor, or department designee or call 911 to report the crash. Request EMS if anyone has been injured.

(2) Wait for the emergency responders.

(3) Do not attempt to assist any injured parties except under the direction of a law enforcement officer or a medical responder unless conditions exist that will cause further injury or death if immediate actions are not taken (i.e. drowning, proximity to fire).

(4) Get the names, addresses, and phone numbers of all witnesses to the crash.

(5) Note the location, time of day, weather, and road conditions.

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(6) Provide only your name, department, and the department phone number to others involved in the crash.

(7) Answer any question asked by the responding law enforcement officer.

(8) Do not admit any guilt or liability.

(9) Department designee shall fill out a Williamson County Fleet Incident/Crash/Vandalism report and provide a copy to Risk Management.

Crash Investigation and Data Analysis

(a) Risk Management will review all fleet incidents, crashes, and vandalism involving county-owned or leased vehicles/equipment, and report findings to the elected or appointed department head or his or her designated person. In investigations, Risk Management may assist with determining facts and whether the employee was at fault.

When the facts are known, the foreman, supervisor and/or department designee, and Risk Management will determine the best strategy to prevent a recurrence of this type of fleet incident, crash, and or vandalism. The official or department head reviews the findings and recommendations and is responsible for implementing corrective action.

Claims Settlement

(a) A department designee must report all crashes to Risk Management using the Williamson County Fleet Incident/Crash/Vandalism report. Texas Association of Counties Loss Notice form will be required when crashes involve a third party.

(b) The department designee shall work with the insurance carrier and Risk Management on any further follow up information needed to settle claims.

If the other party is at fault in a fleet incident, crash, or vandalism with a county-owned vehicle or equipment, then Risk Management, working with the department designee, is to file a claim with the other party's insurance. The county's insurance carrier can assist with this process, however the County only carries basic liability and uninsured motorist coverage on county vehicles.

(c) Risk Management shall forward a copy of the Fleet Incident/Crash/Vandalism report to the County Auditor once the costs of all damages have been determined.

Fleet Incident/Crash/Vandalism Review

Each fleet incident/crash/vandalism involving a county-owned or leased vehicle or equipment will be reviewed by the department to determine if the driver did everything they reasonably could to avoid the crash. Each fleet incident/crash/vandalism will be classified as preventable or

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non-preventable. Fleet incident/crash/vandalism preventability will be used in determining a driver's qualification to operate county-owned or leased vehicles and equipment.

Motor Vehicle Records

Williamson County employees must exercise the utmost care in the use of county-owned or leased equipment and vehicles to minimize damage. In order to reinforce the importance of individual responsibility for complying with this policy and preventing accidents, the policy requires that corrective action be taken against drivers who exceed the point totals in the Driver Qualification Criteria found in Appendix A.

Risk Management or a designated supervisor in each office or department will, when records are available, review all written and photographic information that is relevant to an accident and review the driving records of the employee(s) involved in an accident for the preceding 36 months.

Next, there will be a review of the Driver Qualification Criteria and a levy of any corrective action based on the information gathered. Departments shall document their findings, and place a copy of the findings in the department's personnel file. A change in an employee's point system shall be given to Risk Management to update the County Driver Qualification listing for insurance purposes.

An at-fault fleet incident/crash within the last three years will revoke an employee's excellent driving status and is grounds for corrective action. Depending on the circumstances surrounding each fleet incident/crash, the following corrective actions are possible:

Oral Counseling Driver training Driver education Written reprimand
Suspension Probation Termination

A conviction for one of the following violations, barring appeal, will permanently disqualify a driver from being considered for positions that require operation of county-owned or leased vehicles or equipment:

1. Driving under the influence of alcohol or a controlled substance
2. Refusing to submit to a test to determine alcohol or controlled substance concentration
3. Leaving the scene of a crash
4. Vehicular manslaughter/homicide
5. Using vehicle to commit a felony
6. Losing your license or driving while license is suspended

Drivers with 12 points or more in the last three (3) years will be removed from positions requiring operation of county-owned or leased vehicles or equipment. Drivers removed from positions requiring driving may be reassigned according to specific department policies if they qualify for currently available positions that do not require driving. If they do not qualify for a current position that does not require driving, they may be terminated. In case of an arrest for a violation listed above, the official or department head may, based on business necessity, take appropriate action, up to and including dismissal from employment.

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Right of Appeal—After September 26, 2006

With the approval of the elected official or department head, a person hired by the County on or after September 27, 2006 or an applicant for a county position to be filled on or after that date, may appeal a disqualification not based on items 3,4, or 5, above, if the employee or applicant has not been arrested or charged with a violation carrying a point factor rating of 4 or higher (see Appendix A) in the 36-month period preceding the date of the appeal hearing. The County Fleet Committee may, at its discretion, after due consideration of the County's best interests and the recommendation of the official or department head, consider lifting the disqualification or restricting the employee or applicant's vehicle or equipment operation in lieu of permanent disqualification.

Post Fleet Incident/Crash Training

Drivers with violations, fleet incidents and/or crashes may be required to complete safety or fleet safety program training.

Motor Vehicle Record (MVR) Checks

Motor vehicle record checks for drivers or operators of county-owned or leased vehicles and equipment will be performed annually by the automobile insurance company. Departments may also request a MVR check at any time on any employee who operates a county-owned or leased vehicle or equipment. Risk Management will review vehicle record reports and make appropriate recommendations.

Offices and departments will require new hires who will be assigned to operate county-owned or leased vehicles and equipment to provide a copy of their MVR to the department, and the MVR will be taken into account in making hiring decisions.

Drivers of county-owned or leased vehicles or equipment must notify their supervisor when any on or off the job changes in the following occur:

- Citations for driving-(moving violation) related offenses
- Citation for No Liability Insurance
- Loss of drivers license
- Convictions for driving-(moving violation) related offenses
- Changes in the ability to operate a motor vehicle due to injury or illness that impacts safe operation of the vehicle

A copy of this notification will be given to Risk Management to update the County Driver Qualification listing for insurance purposes.

Driver Training

It is recommended that every employee who will operate a county-owned or leased vehicle or equipment be trained in safe operation through their department.

Program Acknowledgement

Drivers will read and sign the Vehicle Management & Use Acknowledgement Form upon receiving a county-owned or leased vehicle or being assigned to operate county-owned or leased equipment. Drivers will return the signed form to their department designee or supervisor. The original Driver Acknowledgement Form must be sent to the Human Resources Department.

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II. Personal Vehicles Used on Williamson County Business

Safe Vehicle Operation
Drivers operating personal vehicles used on county business and drivers operating other non-county vehicles on county business will operate the vehicles in a safe and lawful manner and do what is reasonably expected to avoid crashes and injuries to passengers.

Insurance limits:
Every vehicle used on county business must have liability coverage at least at the minimum levels required by state law.

Verification of coverage:
Employees operating their own vehicles on county business must be able to provide proof of insurance in case of a traffic violation or crash. State inspection sticker must be up-to-date and displayed properly on the vehicle.

MVR criteria:
Employees may be required to meet the same MVR criteria as county-owned vehicle drivers as outlined in Appendix A of the program.

Seat belts:
Drivers should ensure that all occupants of the vehicle wear seat belts at all times when possible, when the vehicle is in use. Business passengers should not travel in vehicles that are not equipped with restraints in areas of the vehicle intended for cargo or where seats with restraints are not available.

Fleet safety policies:
Employees using personal vehicles on county business may be required to comply with all of the policies as outlined in the Vehicle Use Section. (Employees using personal vehicles on county business whose driving records, upon review, show violations listed in Appendix A, may be subject to the disciplinary actions listed in Appendix A.)

Program Acknowledgement
Drivers will read and sign the Vehicle Management & Use Policy upon being authorized to operate a personal vehicle on county business. Drivers will return the signed form to their department designee or supervisor.

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WILLIAMSON COUNTY
FLEET SERVICES
3151 S.E. INNERLOOP
GEORGETOWN, TEXAS 78626
PHONE (512) 943-3349
FAX (512) 943-3398

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FLEET MANAGEMENT PROGRAM

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SECTION I

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The County's vehicles and equipment are critical components in providing efficient and effective services to the residents of Williamson County. Our goal is to make certain that the vehicles/equipment are the right ones for the job and are acquired at the lowest cost possible, maintained properly and efficiently as possible and ultimately sold for the highest dollar available.

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SUMMARY

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- **A.** Define management of county vehicles assigned to drivers that meet criteria outlined in the Vehicle Use Section.
- **B.** Establish policy and procedures designed to prolong vehicle/equipment life while minimizing costs.
- **C.** Establishes a County Fleet Committee (CFC) in accordance with County Budget Order.
- **D.** Centralizes fleet accountability and control under the direction and guidance of the CFC.
- **E.** Establishes and defines functional responsibilities.
- **F.** Defines:
    1. Rolling stock.
    2. Unit of Equipment
    3. User department
    4. Under utilization
    5. Types of County Vehicles
    6.
- **G.** Section II outlines Fleet Services' responsibilities.

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POLICY

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H. This policy is applicable to all County departments regardless of funding source. Note: Exceptions can be made by user departments, fleet services, and purchasing on specialized equipment.

I. The CFC shall be comprised of the Fleet Director, Commissioner's Court member, Risk Management and the Assistant Budget Officer. The Purchasing Director will be a non-voting member of the Committee.

J. All fleet management practices will be conducted between user departments and fleet services in accordance with pre-established operational procedures.

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FUNCTIONAL RESPONSIBILITIES

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K. Fleet Services shall be responsible for centralized vehicle and equipment management to include administration, servicing, operations facilities, acquisition, replacement, utilization, cost, and management information.

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L. User departments are responsible for insuring assigned equipment is maintained in a safe and efficient manner at all times; in accordance with County Asset Policy.

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M. The Director of Purchasing is responsible for disposing of rolling stock equipment in accordance with County Asset Policy.

DEFINITIONS

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N. Rolling stock – equipment with engines over 20 HP; rolling equipment with a replacement value exceeding $5,000 and trailers with a gross load capacity exceeding 1500 pounds.

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O. Unit of equipment – equipment assigned a Four digit Fleet Services control number and listed on the county's equipment inventory listing, the maintenance of which is principally performed by Fleet Services.

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P. User department – a County department which utilizes and has responsibility for managing rolling stock assets and certain other equipment for which maintenance and repairs are performed by Fleet Service.

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Q. Under Utilized – As a general guideline, any vehicle that is driven less than 7,000 miles/year. Exceptions to this guideline include: specially equipped vehicles that serve a vital function but are used more for accomplishing an assigned task rather than for transportation needs and vehicles located at remote locations.

R. "County-Owned Vehicle" shall mean any motor-driven vehicle which: 1) Either has or, in accordance with County Policies, Procedures, and Regulations, should have its title registered in the name of Williamson County and is licensed for use on public roads and 2) Is designed primarily to transport people, rather than to transport cargo or to perform some mechanical function, such as excavation or road grading. Pick-up trucks shall be presumed to be designed primarily to transport people. Such vehicles will be defined in the following categories:

1. Primary Patrol Vehicle – Vehicles used for patrol and traffic enforcement in the Sheriff's Department only. This vehicle will be equipped with a patrol package including light bars, siren with speaker, grill guard, and all the electronics and radio equipment necessary for protection and safety. Primary patrol supervisor units are considered a primary patrol vehicle. These vehicles are replaceable vehicles.

2. Primary Vehicles – Vehicles which have been approved by Commissioner's Court to perform necessary duties by a department and are not Primary Patrol vehicles or an Auxiliary vehicle. These vehicles are replaceable vehicles.
3. Auxiliary Vehicles – Vehicles that have already been replaced but Fleet Services has determined still has a useful life. Other vehicles that are considered to be auxiliary vehicles could include donated vehicles, surplus vehicles, grant vehicles or other out of the ordinary purchases. These vehicles are not replaceable vehicles.
4. Turn-In Vehicle – Vehicle that has been replaced or is no longer needed by the department shall be turned in to Fleet Services.
5. Surplus Vehicle – Vehicle which has been deemed unusable by the county. These vehicles will be in the control of the Fixed Asset Manager and disposed of in accordance with county policy.

SECTION II

FLEET MANAGEMENT PROCEDURES

BUDGET

A. Fleet Services shall operate as a cost center utilizing an internally funded budget.

EQUIPMENT USE PARAMETERS:

B. Life parameters for each class of equipment will be recommended by user department(s) and Fleet Services. The CFC will have final authority.

C. Units meeting pre-established replacement criteria will be evaluated by Fleet Services in partnership with the user department to determine if replacement is necessary or if life extension, i.e. rebuild, would be more cost effective.

EQUIPMENT UTILIZATION:

D. Fleet Services will annually identify and submit to CFC and user Department(s) a listing of vehicles and equipment classified as being under utilized. User department(s) desiring to retain vehicles and/or specific equipment must submit justification through established criteria developed by the CFC. CFC shall determine retention status, i.e. retain in assigned department, reassign to another department, or use for some other organizational purpose.

EQUIPMENT STANDARDIZATION:

E. To facilitate standardization of Fleet composition for cost savings and overall maintenance; each fiscal year user departments will submit recommendations for what will constitute a primary vehicle and/or auxiliary vehicle as applicable. Recommendations should include but are not limited to: standard equipment, specifications, and any reasonable additional costs the county can expect to incur for the purchase and make ready of requested equipment prior to be being placed into

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service. The CFC will review recommendations during the budget process to assess the most reasonable and cost effective options for the county.

EQUIPMENT REPLACEMENT:

F. Fleet Services at Budget time of each year shall submit to the user department Directors a list of vehicles and equipment recommended for replacement. Department directors shall then have ten (10) working days to concur and/or submit supporting data for recommending otherwise. Fleet Services will have five (5) working days to reconsider or maintain initial recommendation. CFC will review the overall list and any non-concurrence issues. Approved list will be submitted to the Risk Coordinator to reconcile with county insurance records.

G. The listing will include the suggested replacement standard for each unit; whether a unit should be replaced by a similar unit or by a different type; i.e. a larger truck chassis; a van for a car or pickup, etc.

H. Departments desiring deviations to the recommended replacement listing or suggested replacement standard shall submit a written request to the County Judge office through Fleet Services. The request shall include specific, detailed analysis supporting the requested change. CFC will review the overall list and any non-concurrence issues.

I. Requests for replacements not recommended by Fleet Services must be reviewed for justification and approved by the County Judge.

J. Fleet Services shall provide the County Judge and user departments with a list of each department's equipment, which qualifies for replacement by the second Monday in April annually.

K. Equipment replacement will be based on a priority list of equipment; as determined by CFC and user departments. The finalized list will be submitted to the Commissioners Court for budget evaluation.

L. Request for adding additional vehicles/equipment to the Fleet should be submitted in writing explaining why additional vehicles are needed. These requests should be reviewed by the CFC for their approval before going to court. The requests for vehicles that are received outside the budget process will be considered on a case-by-case basis. Wherever possible, a loaner/auxiliary vehicle will be utilized to address immediate needs until a more permanent budget solution can be reached. Funds for any differences (i.e. increase) in cost attributable to replacement of a unit with an upgraded unit, as requested by user department – should come from departmental operating budgets.

M. Request for rolling stock equipment which occur outside of the budget process, such as a replacement for a total loss accident, must be requested by the Department Head or Elected official concerned and submitted for approval to the County Judge.

N. Acquisition of equipment should be obtained by straight purchase. Any other method of acquisition, i.e. lease purchase, must be reviewed and approved by the County Judge and Purchasing.

PURCHASING PROCEDURES

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O. Departments shall complete a vehicle/equipment request form on each new rolling stock item the department was authorized to purchase. The request shall be submitted to the Purchasing Department of the Auditor's Office.

P. Fleet Services, in partnership with User Departments shall be responsible for developing specifications for all new or replacement type equipment.

1. Specifications for cars, pickups, and other light/medium duty trucks shall be in accordance with the standard requirements as established by the State of Texas or other federal agency.

2. Specifications for large trucks and specialized equipment will be developed by Fleet Management in partnership with the respective department(s). Department(s) are responsible for providing non- proprietary specification data on desired equipment.

3. Specifications will include requirements relating to prototypes, Inspection, training, testing, warranty, etc.

4. Completed specifications will be sent to the user department(s) for approval. Specifications requiring corrections or additions are to be returned to Fleet Management for action. Specifications requiring no corrections, additions, or changes, and are approved for purchase, are to be forwarded directly to the Purchasing Department.

Q. Fleet Services in partnership with user departments shall be responsible for reviewing all bids upon official bid opening to insure that the lowest and best responsible bid conforms to the intent of specifications. Fleet Services will forward an analysis of the bid responses to the user department and to the Purchasing Office along with a recommendation regarding bid award and purchase.

R. All new equipment, along with accompanying documentation, shall be delivered to Fleet Services for acceptance inspection, assignment of Four-digit Fleet Service Control number, and made ready for service. Equipment shall not be removed by or released to the departments prior to completion of these services.

ANNUAL BUDGET

S. Operating budgets are to include funds for requested additions to the fleet.

T. Request to replace equipment which occur outside of the budget process, i.e. total loss due to accident will follow standard purchasing procedures as explained in paragraph L above.

U. Cost attributable to upgrading equipment shall be included in departmental Budgets.

REPLACED EQUIPMENT

V. Departments receiving new vehicle/equipment replacements shall, upon placing the new unit into service, submit the completed and signed Vehicle Status Change form and the old unit to Fleet Services within 30 days. In the event a department is unable to comply with the 30 day policy, the department may **request** a "waiver" from the CFC, stating the justification for the delay. The unit being turned in shall be cleaned, detailed and made ready for immediate sale.

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SECTION III

POLICIES & PROCEDURES

A. User Department shall be defined by Number and Name

Example #405 Veteran Services

B. Each Department shall have a person for a point of contact

1. Contact name, phone number and e-mail
2. Contact person shall receive and respond to all fleet issues concerning their department.

C. Preventive Maintenance Program

1. Preventive Maintenance shall be performed as required by the Manufacturer.
2. Weekly notices of units requiring service shall be sent to the contact person.

D. Fueling of vehicles and equipment

1. County vehicles shall be fueled from approved automated fuel sites.
2. The fuel cards shall be issued to the vehicle, the employee shall enter their PIN # and the correct mileage. This mileage entry is the basis of the utilization and replacement reports as well as the Preventive Maintenance Schedule.
3. The contact person shall supply Fleet Services with the new employee information so the PIN# can be put into the system.
4. When an employee becomes detached from County employment, the contact person shall inform Fleet Services so that the employee and PIN# can be removed.

E. Accident reports on vehicles and equipment

Damage to a vehicle or piece of equipment that is not part of the normal wear and tear shall be reported as defined in the Vehicle Use Section. A copy of the accident or incident report shall also be reported to Fleet Services so that damage cost and out of service timeframe can be assessed.

F. Monthly billing reports to each user Department

Each user department receiving services and or fuel from Fleet Services will be billed for those cost on the first week of each month.

G. Procedures for maintenance and repair of vehicles and equipment

Appointments

1. Please feel free to call in advance to schedule an appointment at 943-3349
2. Drive ins will be serviced in a first come first serve basis.
3. Before you come in: Please be aware that we do not have loaner or rental vehicles.
4. Vehicle Drop Off: Write down the odometer or hour meter reading and the unit number. Bring keys and information to the shop office and someone there will assist you.
5. Please do not make the request to the Repair Technicians.
6. Give reason for appointment and explain any problems you have noticed with the unit.
7. Leave your name and phone number where you can be reached.

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H. After Hours Drop Off

1. For after hours drop off, complete a repair form.
2. Leave unit parked on the north side of the body shop.
3. Place keys and form in the Fleet Services night drop box (red box mounted on north wall of the paint and body/rig out shop).

I. The Fleet Services Department Office

1. Will tell you approximate time your vehicle should be ready.
2. You may call 943-3349 to check on the status of your unit.
3. Shop hours are 7:30 a.m. to 4:00 p.m.

J. Vehicle Pick Up

1. Your vehicle will be parked in the south side parking lot behind the fence.
2. Key may be picked up in the green box mounted on the wall on the south side of the paint and body/rig out shop.

K. Retirement of vehicles and equipment

A Vehicle Status Change Form (VSCF) must be filled out on any unit that will be leaving the users department.
The VSC form has the departure path, auction, trade-in or transfer to another department. The VSC form will be signed by the elected official or department head and Fleet Director. The form will be sent to the Auditors Office by Fleet Services. The owning department has (30) days to turn in the vehicle to Fleet services or request a waiver as per item V in Section II of this document.The Auditors will put the unit or units on the court agenda for approval. When the vehicles/equipment has been traded or sold these units will be again listed with their recovered dollar amounts on the court agenda for the Record.

L. Vehicles and equipment for Salvage

If a vehicle or piece of equipment is going to be used for salvage a VSC form will be filled out and signed by the Department Head or Elected Official and Fleet Director and sent to the Auditor.
Salvage parts will not be removed from any vehicle that has not been declared for salvage.
Removing parts from a whole vehicle greatly reduces the sale value.

SECTION IV

Vehicle and Equipment Idling Policy

No employee shall cause or allow a motor vehicle engine or other engine within his or her custody or control to idle for more than five consecutive minutes when the motor vehicle is not in motion or when the other engine is not being used for its primary function.

No employee shall switch the motor vehicle or other engine off and back on in a manner that would serve to satisfy the five-minute limitation, but defeat the intent of this policy,

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which is to reduce emissions, fuel consumption, and vehicle motor and other engine wear caused by engine idling.

Definitions

Idle – The operation of an engine in the operating mode where the engine is not engaged in gear, where the engine operates at a speed at the revolutions per minute specified by the engine or vehicle manufacturer for when the accelerator is fully released, and there is no load on the engine.

Motor vehicle – Any self-propelled device powered by an internal combustion engine and designed to operate with four or more wheels in contact with the ground, in or by which a person or property is or may be transported.

Other engine – A gasoline, diesel, propane, CNG, or other petroleum-fuel based vehicle with an internal combustion engine, that is not a motor vehicle as defined above, but which is mobile and is utilized in construction, earth-moving, materials management, transportation or grounds-keeping type operations.

Exceptions:

1. The motor vehicle is prohibited from movement due to traffic conditions over which the operator has no control.
2. The motor vehicle or other engine is being used in an emergency or law enforcement capacity.
3. The engine is being operated solely to defrost a windshield.
4. The motor vehicle or other engine being used as a primary power source for another device such as a power take-off (PTO) unit.
5. The motor vehicle or other engine is being operated for maintenance or diagnostic purposes.
6. The motor vehicle is idling to operate the air conditioning or heating system for employee health or safety.

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EQUIPMENT DEPRECIATION REPLACEMENT CYCLE

There is frequently a significant lag period between when a vehicle is tagged for replacement and when the vehicle is actually replaced. The following criteria are recommendations for when vehicles should be "tagged" (reviewed) for replacement to ensure that a properly functioning fleet is always available to carry out the County's various objectives. Vehicles with maintenance and/or repair costs greater than 50% of the original purchase price shall also be reviewed during the replacement cycle.

TYPE-DESCRIPTION	RECOMMENDED REPLACEMENT STANDARD
AUTOMOBILES:	
Primary Vehicles	7 years or 85,000 miles
Primary patrol sedans	3 years or 75,000 miles
PICKUPS & VANS:	
Light duty (Class 1 &2 – to 10,000 GVW)	7 years or 105,000 miles
Front Line Ambulance	2 years or 67,000 miles
TRUCKS:	
Light duty, gas (Class 3 & 4 – to 16,000 GVW)	9 years or 100,000 miles
Light duty, diesel (Class 3 & 4 – to 16,000 GVW)	9 years or 160,000 miles
Med. Duty (Class 5, 6 & 7 – to 35,000 GVW)	9 years or 180,000 miles
Heavy duty (Class 8 – over 35,000 GVW)	9 years or 250,000 miles
CONSTRUCTION EQUIPMENT:	
Motor Graders, Track Loaders, Track Excavators, Gradall Excavators, & Dozers	10 years or 10,000 hours
Backhoe Loaders	14 years or 10,000 hours
Wheel Loaders	15 years or 7,500 hours
Compaction Rollers	15 years or 7,500 hours
PAVING EQUIPMENT:	
Asphalt Distributors	14 years or 100,000 miles
Asphalt Pavers	10 years or 7,500 hours
Chip spreaders	14 years or 7,500 hours
Road Brooms	14 years or 7,500 hours
Truck mounted sweeper	10 years or 100,000 miles
MOWING EQUIPMENT:	
Mowing Tractors	10 years or 5,500 hours
Boom Mowers	14 years or 5,500 hours
Batwing Mowers	10 years

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Riding Mowers.....10 years

TRAILERS:

Gross load capacity or 4,500 lbs. or greater.....15 years

MISCELLANEOUS POWER EQUIPMENT:

Water pumps, Welding machines, Concrete saws, Forklifts, etc.....15 years

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Appendix A
Driver Qualification Criteria

All preventable fleet incidents/crashes within a 36-month period shall be subject to the following disciplinary action:

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Employees will be categorized based on a point system developed from the County's Point Assessment Table. Drivers are categorized based on their point summation from the table within a 36-month period. (See also Section II for applicability of these criteria to employees operating their personal vehicles.)

Excellent	**0 points**	**Receive recognition.**
Satisfactory	**1-4 points**	**Receive corrective action.**
Unsatisfactory	**5-11 points**	**Receive continued corrective action, and may include some type of driver improvement training.**
Excluded drivers	**12 + points**	**Driver will not drive a county-owned or leased vehicle or equipment, or use a personal vehicle for county business. Drivers removed from positions requiring driving may be reassigned according to specific department policies if they qualify for currently available positions that do not require driving. If they do not qualify for a current position that does not require driving, they may be terminated.**

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TEXAS ASSOCIATION OF COUNTIES AUTO LIABILITY POINT SYSTEM FOR EXCLUSION OF DRIVERS

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Excluded driver would have 12 or more points

Warned driver would have 8-11 points

The following is a schedule of the points as assessed for specified violations:

6 points (within the past 36 months)

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- Hit and run
- Leaving the scene of an accident
- Negligent homicide
- Driving under the influence of drugs or alcohol
- Unlawful use of driver's license
- Driving while license is suspended

4 points (within the past 36 months)

- At fault accidents
- Driving on the wrong side of the road
- Driving in wrong lane
- Turn from wrong lane
- Failure to control vehicle
- Illegal passing

3 points (within the past 36 months)

- Speeding and all other minor moving violations (to include all other scheduled violations)

Automatic Exclusion for Vehicular Manslaughter or Vehicular Homicide

All facts and circumstances surrounding the fleet incident/crash shall be reviewed prior to any corrective action being levied. Fleet incidents, as in those with no property damage or minimal costs, can have their point assessment adjusted down by up to two points only after reviewing the facts. The above point system is the minimum criteria for assignment of points and is not all- inclusive. Each individual department may add to the above point system, but may not replace or remove any of the above criteria.

NOTE: If the Fleet Committee determines that the specific circumstances associated with any violation, or combination of violations, listed above, demonstrate a pattern of abuse or a clear disregard for safety or property, the Committee may recommend immediate dismissal of the employee.

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Williamson County
Vehicle Management & Use Driver Acknowledgement Form

I have read this policy and appendices and understand my responsibilities to be a (check all that apply):

☐ County-owned or leased vehicle/equipment operator

☐ Driver of a personal vehicle on county business

☐ County emergency vehicle driver

I agree to comply with the policy and understand that failure to comply may result in disciplinary action up to and including termination. If County emergency vehicle driver is checked, I agree to comply with Chapter 546 of the Texas Transportation Code which defines operation of an authorized emergency vehicle and certain other vehicles.

I hereby authorize Williamson County, at the county's discretion, to obtain a copy of my driving record and may use the driving record to qualify me as a driver of a county vehicle or personal vehicle used on county business as indicated above.

Name (please print): _____

Driver's License #: _____

Date of Birth: _____

Department Name: _____

Signed: _____

Date: _____

The signed copy of this program will become part of your personnel file.

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WILLIAMSON COUNTY
MOTOR POOL/VEHICLE RENTAL
POLICY

GENERAL PROVISIONS

Williamson County maintains a limited number of pooled vehicles for use by all Williamson County employees for the purpose of travel on official county business. This travel will be limited to training, continuing education, and county meetings as approved by the official or department head.

These vehicles must be used for official county business only and not for personal use.

All vehicles checked out must go through Fleet Services for approval. Only authorized or approved drivers are to be operating the vehicle at any time. Vehicles shall not be loaned out for personal use or used to transport family/friends while on official County business.

Each passenger as well as the driver must wear a seatbelt at all times.

The operator/driver must report all accidents, minor or serious, to the Fleet Services Department as soon as possible

All pooled vehicles are considered "non-smoking" vehicles. Alcohol and/or drugs must never be used while operating County vehicles.

The operator/driver of the vehicle shall operate the vehicle in accordance with all state and local laws.

The operator/driver of the vehicle assumes all responsibility for fines and/or traffic violations while operating a County owned vehicle

When a vehicle is in use, it is to be parked in a secured parking area. When vehicle is left unattended, keys must be removed and vehicle should be locked at all times.

Fueling of vehicle will be provided by a County on site fuel card and a Fuelman card for offsite fueling. Instructions on using this fuel card will be provided when the vehicle is picked up.

Employees who misuse vehicles will be subject to disciplinary action, up to and including dismissal, depending on the nature of the misuse. "Misuse" includes a) violations of traffic laws b) careless operation resulting in damage to the vehicle or injury to persons or property c) use of a vehicle for personal business or unauthorized commuting purposes and d) use of a vehicle contrary to the provisions of this policy.

All fleet vehicle policies and provisions should be followed in accordance with the County Budget Order.

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All vehicle users must read and follow the rules and procedures set forth in the County Vehicle Management and /Use Policy.

Vehicle operators shall not give rides to any person unless directly related to conducting County business.

Vehicle operators shall not tow, push, or start other vehicles.

VEHICLE MAINTENANCE

Fleet Services shall be responsible for performing vehicle maintenance services such as oil changes, brake checks, etc and shall perform these checks as required according to vehicle mileage and/or age of vehicle.

Should the operator have a major repair or breakdown during use of a pooled vehicle, the operator must contact his or her immediate supervisor and the Fleet Services Director or his designated representative as soon as possible.

Pooled vehicles will be auctioned, transferred or back up vehicles at the recommendation of the Fleet Services Director.

FUNDING

Budgeting for the repairs and maintenance of pooled vehicles will be handled through the Budget Office each year during the budget process.

All maintenance related expenditures will be covered through our Fleet-Pooled Car fund budget. These costs include but are not limited to vehicle repairs, engine failure, brake repairs, tune ups, oil changes, tire maintenance, registration and inspection costs.

The expense (daily rental fee and fuel) for the operation of a Williamson County pooled car/van is born by the user's department. Budgeting for pooled vehicle check out by the official or department head should include not only the cost of the daily rental but fuel in the appropriate line items to and from the point of destination.

Daily rental for a four-door standard vehicle will be $20.00 per day. Daily rental for a passenger van is $40.00 per day with unlimited mileage; a day is considered midnight to midnight. Any portion of that time used will be billed as a "full day"

These rates cover standard wear and tear on the vehicle itself as well as comprehensive insurance coverage.

Travel expenses related to the operation of a motor pool vehicle, such as tolls and parking fees, may be reimbursed in accordance with the Williamson County Budget Order Policy. All receipts should be kept for backup/justification.

CHECK OUT PROCEDURE

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Before entering the vehicle perform a "walk around" inspection of the vehicle to determine general condition. Any body damage noted should be immediately reported to the Dispatcher.

Write down the vehicles beginning mileage.

Driver must maintain a current, valid driver's license and be at least 21 years of age. Driver must provide this form of identification upon each check out, no exceptions are allowed with this requirement.

Driver must contact Fleet Services to reserve a vehicle. Driver must fill out a "Pooled Vehicle Check Out" form (Attachment A) complete with Department Head approval approved by Fleet Services as an authorized driver as well. Driver must have a Vehicle Use Driver Acknowledgment Form on file with the Human Resources office showing a clear driving record (Attachment C).Forms must be submitted no less than three days prior to your check out date. Forms may be faxed to 943-3398. Vehicles will be loaned out on a first come, first serve basis. The Fleet department is open from 7:00AM to 3:30PM Monday through Friday for the pick up and return of all loaner vehicles. Vehicles not being used for out-of-town trips must be returned to the Fleet Department parking lot each night; however, vehicles returning from out-of-town trips after 5:00 p.m. may be parked overnight at the driver's residence and returned promptly the next morning. Failure to pick up a vehicle before 3:30 p.m. means that the vehicle will not be available until the next morning on a scheduled work day. Any vehicle brought back after 4pm on a Friday will be charged for the weekend unless prior approval by the Fleet supervisor has been given.

ACCIDENTS

If an accident does occur, whether your fault or others, you must:

Get immediate medical attention if injured and stay calm
Make no statements regarding guilt or fault
Notify local or state police
Record as much information about the accident as possible to include witnesses' contact information.
Record insurance company's name/number as well as license plate numbers, date/time of accident, vehicle descriptions and any other relevant information
Never agree to make any type of payment for the accident
Complete a "Pooled Vehicle Accident" form (Attachment B). A copy of this form should be forwarded to driver's immediate supervisor and Risk Management as soon as possible.
Refer all questions from lawyers, the other party to the accident and anyone else to Risk Management and/or insurance company at all times
The County's insurance is liability only with a $1,000 deductible. When a county employee is at fault the damage incurred to the county vehicle will be at the County's expense

FLEET SERVICES

Fleet Services assumes responsibility for pooled vehicles, to include the following:

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Verifying that proper forms are completed and approved prior to a pooled vehicle leaving County property
Verifying that scheduled maintenance has occurred
Disposing of pooled vehicles
Tracking warranties and repairs
Updating and recording maintenance log or database on pooled vehicles
Regularly review and inspect all service records, maintenance and registration requirements
Assisting Risk Management and insurance company during accident investigation or in obtaining information related to

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CHECK IN PROCEDURE

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Write down ending mileage.
Vehicle operators shall remove all personal items from the vehicle including food wrappers and drink containers, leaving the vehicle clean and litter free.
Vehicle should be returned with a full tank of fuel.
Return the keys and rental form to Fleet Maintenance.

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(ATTACHMENT 'A')

MOTOR POOL/VEHICLE RENTAL REQUEST FORM

Name: _____ **Department:** _____

Extension: _____ **Email Address:** _____

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List all Driver's Name(s) and Driver's License number(s) below:

1. _____ 2. _____

3. _____ 4. _____

Person above responsible for the vehicle _____

- You will be required to show a valid driver's license when you pick up the vehicle
- Vehicles must be used for OFFICIAL WILLIAMSON COUNTY BUSINESS ONLY
- Vehicle must be returned with a full tank of gas; if not, driver's/department's line item will be charged at the current Fuelman rate per gallon

Type of Vehicle Requested: Car _____ Passenger Van _____

Pick Up Date: _____ Pick Up Time: _____

Return Date: _____ Return Time: _____

Destination(s): _____

Purpose of Travel: _____

Line Item or Department to Charge Vehicle Rental Fee to: 01-XXXX-XXXX-004232

TX Plate No _____ VIN _____

Approved By: _____

_____

Department Head Fleet Representative

Please email this form to rrodgers@wilco.org and cc roanderson@wilco.org and rschneider@wilco.org or fax to Fleet Services at (512) 943-3398.

(ATTACHMENT 'B')

MOTOR POOL/VEHICLE TRIP FORM

Name:	Dept:	Date:

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Pre-trip

1) I have read and understand the WILLIAMSON COUNTY MOTOR POOL/VEHICLE RENTAL POLICY.
2) I understand that I lose the privilege of operating a motor pool vehicle should my licenses be suspended or revoked.
3) I realize that failure to follow the driver responsibilities outlined in this policy may subject me to disciplinary action.
4) I have a Valid Texas Drivers License.
5) Perform a pre trip inspection using the provided form.
6) Receive instructions on fuel cards.
7) Fleet will provide information and location of liability insurance card and vehicle incident crash vandalism report.
8) Please advise fleet if you are leaving Williamson County. Fleet will provide you with approved fueling site information in your travel area.

Pick up Date: / /	Pick up Time:	Beginning Mileage:
Gas Tank Full: YES NO	Vehicle Clean: YES NO	Vehicle Damage:

Print Name (Operator) Operators Signature Date

Department Head Fleet Representative

Post-trip

1) Return vehicle with a full tank of fuel.
2) Remove all personal items and trash from the vehicle.
3) Performa post trip inspection using the provided form.
4) Return fuel cards and keys to Fleet Services.
5) Report any vehicle problems to Fleet Services.

Return Date: / /	Return Time:	Ending Mileage:
Gas Tank Full: YES NO	Vehicle Clean: YES NO	Vehicle Damage:

Daytime Fleet Services Phone number: (512) 943-3349, After hours Emergency Fleet contact: Rex Schneider cell (512)970-0697 or home (512) 309-4255

Williamson County
Vehicle Management & Use Driver Acknowledgement Form

I have read this policy and appendices and understand my responsibilities to be a (check all that apply):

☐ County-owned or leased vehicle/equipment operator

☐ Driver of a personal vehicle on county business

☐ County emergency vehicle driver

I agree to comply with the policy and understand that failure to comply may result in disciplinary action up to and including termination. If County emergency vehicle driver is checked, I agree to comply with Chapter 546 of the Texas Transportation Code which defines operation of an authorized emergency vehicle and certain other vehicles.

I hereby authorize Williamson County, at the county's discretion, to obtain a copy of my driving record and may use the driving record to qualify me as a driver of a county vehicle or personal vehicle used on county business as indicated above.

Name (please print): _____

Driver's License #: _____

Date of Birth: _____

Department Name: _____

Signed: _____

Date: _____

The signed copy of this program will become part of your personnel file.

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Vehicle Use Policy

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Overview

It is the intent of Williamson County to operate County-owned or leased motor vehicles, equipment, and personal vehicles used on County business in the safest manner possible. We will only allow drivers who meet our hiring criteria to drive on County business and expect our drivers to comply with our safety policies and procedures and state law in order to do our part to make the roads as safe as possible.

Purpose

To outline Williamson County's commitment to, and expectations of, those who operate County-owned or leased vehicles, equipment, and personal vehicles used while conducting County business.

Application

This policy applies to all employees who operate motor vehicles and equipment while conducting County business. This includes County-owned or leased vehicles, equipment, and personal vehicles while conducting County business. This policy is not intended to supersede any departmental policy that may be more stringent or restrictive.

Program Coordinator

The Human Resources Manager, Risk Management has been designated as the County coordinator with the insurance carrier. The coordinator shall be the person designated to receive most reporting forms mentioned in this policy. The Safety Coordinator has primary responsibility for accident prevention, safety training, and accident investigation. Elected officials/department heads, managers and supervisors are designated to enforce the policy at the departmental level.

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County Responsibilities

The County will:

- Provide vehicles that meet all federal/state mandated safety requirements.
- Require driving records at the time of hire for all drivers that will be assigned to operate County-owned or leased vehicles and equipment on County business.
- Maintain a list of drivers authorized to operate County-owned vehicles on County business.
- Support and enforce the County Vehicle Use Policy.
- Check driving records for County employees who operate their personal or leased vehicles on County business, if requested to do so. (The County's insurance carrier will perform an annual check of drivers who operate County-owned or leased vehicles).
- Notify officials and department heads of status changes involving employees who operate personal and County-owned or leased vehicles.

Specific Policies and Procedures

I. County-owned or Leased Vehicles and Equipment (Note: references to leased vehicles and equipment do not apply to rental cars or vans used on a temporary basis for employee travel or other approved temporary uses.)

Driver List

All employees that will operate a County-owned or leased vehicle and equipment on County business must be on the list of approved drivers. The list will indicate the driver's qualification status. The list will be maintained by the County Safety Coordinator. Only drivers on the list may operate County-owned or leased vehicles and equipment. Any changes in employee qualifications will be reported to the County Safety Coordinator. All new drivers and new hires employed into positions which require driving a County-owned or leased vehicle and/or equipment shall be listed on a payroll action sheet, which will be forwarded to the County Safety Coordinator, who will then add the employee's name to the list of approved drivers.

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Driver Qualifications

Every driver on the driver's list must meet the point qualification for drivers as shown in *Driver Qualification Criteria below*. Each driver of County-owned or leased vehicles and equipment will have a MVR check on an annual basis. Traffic violations on or off the job will be counted against drivers for insurance and employment purposes. Drivers not meeting the qualification standard may be removed from positions requiring driving. Drivers removed from positions requiring driving may be reassigned according to specific department policies if they qualify for currently available positions that do not require driving. If they do not qualify for a current position that does not require driving, they may be terminated.

Safe Vehicle Operation

Drivers will operate vehicles and equipment in a safe and lawful manner and do what is reasonably expected to avoid fleet incidents/crashes and injuries to passengers.

Vehicle Restraints

Drivers will ensure that all occupants of the vehicle wear seat belts at all times when possible, when the vehicle is in use. Passengers should not travel in vehicles that are not equipped with restraints in areas of the vehicle intended for cargo or where seats with restraints are not available.

Vehicle Security

All vehicles should be locked when not in use. Vehicles should be parked in a secure location and valuables should be secured out of sight when the vehicle is not in use.

Driving Records

Drivers are expected to maintain a driving record that allows them to meet the qualification criteria outlined in *Motor Vehicle Records (MVR) check*.

Operating Vehicles While Impaired

Drivers shall not operate the vehicle/equipment while under the influence of drugs, alcohol or under any other conditions in which the driver's ability to operate the vehicle or equipment safely is inhibited or impaired. Drivers shall also not transport any drug or alcoholic beverage in the vehicle/equipment unless they do so directly in the performance of their specific job duties.

~~Employees who violate this policy will be subject to immediate disciplinary action, up to dismissal from employment. See the Williamson County Drug Free Workplace Policy for further information.~~

~~Tobacco-Free Workplace~~
~~In conjunction with an organization-wide Wellness Program, the county has adopted a policy prohibiting smoking or use of any tobacco product within County buildings or offices. The use of tobacco products in County-owned vehicles, and equipment is also prohibited.~~

~~Vehicle Inspection~~
~~It is the responsibility of fleet users to perform routine pre and/or post inspections on vehicles and equipment. Departments should establish policies to insure that checks are accomplished. Inspection criteria may vary for each County office or department, and for each type of vehicle or equipment. Therefore, inspection formats should be coordinated through the Fleet Services Manager. The following are basic rules of thumb for inspecting vehicles and equipment that are recommended for individual department policies.~~

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~~Pre Trip Inspection~~

1. ~~Perform a visual walk around inspection of the vehicle for fluid leaks or obvious damage.~~
2. ~~Inspect the following fluid levels where appropriate.~~
    a. ~~Engine oil~~
    b. ~~Battery fluid levels~~
    c. ~~Cooling system level~~
    d. ~~Hydraulic oil~~
    e. ~~Transmission fluid (after warm up)~~
    f. ~~Inspect the engine compartment for loose or frayed belts, hoses, etc.~~
    g. ~~Check tire pressure to insure compliance with the manufacturer's specifications.~~

~~Vehicles with defects that affect the vehicles' safety should not be driven until the vehicle is repaired.~~

~~Vehicle Maintenance~~
~~The vehicles and equipment owned or leased by the County are on a preventative maintenance schedule based on miles or hours of operation. When fueling a County-owned unit, miles or hours shall be entered without the tenths. Weekly notices will be sent out based on these entries for scheduled maintenance to be performed. Any repairs needed to ensure the safe operation of the vehicle/equipment shall be performed prior to the vehicle being used.~~

~~Vehicle Operation~~
~~Drivers should operate the vehicles/equipment per the guidelines in the manufacturer's operating manual. Guidelines regarding not using cruise control in adverse weather conditions must be followed. Drivers are expected to be familiar with a vehicle/equipment prior to using it and be able to operate lights, horn, emergency flashers and other equipment.~~

~~Non Business Use~~

Drivers shall not permit the vehicle to be in custody or control of, or to be operated by, any person not authorized to operate a County-owned or leased vehicle.

Passengers while on County business
It is recommended that no non-business passengers should be in the vehicle when the vehicle is being used on County business.

Unauthorized Use
Employee agrees to indemnify and hold harmless Williamson County from and against any and all losses, costs, judgments, damages, claims or liabilities growing out of or resulting from any unauthorized use of a County-owned or leased vehicle or from use of said vehicle by an unauthorized driver having care, control or custody of said vehicle.

Fleet Incident/Crash/Vandalism Reporting
Drivers must report all fleet incidents/crashes/vandalism involving a County-owned or leased vehicle and equipment to the proper chain of command in their department. Prompt reporting is essential to limit legal repercussions or ramifications, and employees are expected to report all fleet incidents/crashes as soon as possible. The designated department representative shall report all fleet incidents/crashes/vandalism to the County Risk Coordinator in Human Resources as soon as possible using the Williamson County Fleet Incident/Crash/Vandalism report. Departments may use a departmental form, as long as the form contains at a minimum, the information contained in the Williamson County Fleet Incident/Crash/Vandalism report.

A fleet incident/crash shall be defined as any damage incurred to a County-owned or leased vehicle or equipment regardless of fault. This shall include collisions involving other vehicles and equipment, obstacles, pedestrians, animals, overturning, jackknifing, vandalism and other damage that is not considered normal wear and tear. Vandalism shall be defined as the act of maliciously damaging County-owned or leased vehicles or equipment. Fleet incidents are those that would be considered minor due to the cost of repairs or that cause no damage to the County-owned or leased vehicle/equipment, and minimal damage to property, obstacles, and animals.

All fleet incidents/crashes involving County-owned or leased vehicles and equipment must be reported to the employee's supervisor or dispatch immediately unless the employee is injured and unable to do so.

If an employee is involved in a crash, the following procedures apply:

1. Contact Department foreman, supervisor, or department designee or call 911 to report the crash. Request EMS if anyone has been injured.

2. Wait for the emergency responders.

3. Do not attempt to assist any injured parties except under the direction of a law enforcement officer or a medical responder unless conditions exist that will cause further injury or death if immediate actions are not taken (i.e. drowning, proximity to fire).

4. Get the names, addresses, and phone numbers of all witnesses to the crash.

~~5. Note the location, time of day, weather, and road conditions.~~

~~6. Provide only your name, department, and the department phone number to others involved in the crash.~~

~~7. Answer any question asked by the responding law enforcement officer.~~

~~8. Do not admit any guilt or legal ramifications.~~

~~9. Department designee shall fill out a Williamson County Fleet Incident/Crash/Vandalism report and provide a copy to the County Risk Coordinator in Human Resources.~~

~~Crash Investigation and Data Analysis~~

~~1. The County Safety Coordinator will review all fleet incidents, crashes, and vandalism involving County owned or leased vehicles/equipment, and report findings to the elected or appointed department head or his or her designated person. In investigations, the County Safety Coordinator may assist with determining facts and whether the employee was at fault.~~

~~2. When the facts are known, the foreman, supervisor and/or department designee, and the Safety Coordinator determine the best strategy to prevent a recurrence of this type of fleet incident, crash, and or vandalism. The official or department head reviews the findings and recommendations and is responsible for implementing corrective action.~~

~~Claims Settlement~~

~~1. A department designee must report all crashes to the County Risk Coordinator using the Williamson County Fleet Incident/Crash/Vandalism report. Texas Association of Counties Loss Notice form will be required when crashes involve a third party.~~

~~2. The department designee shall work with the insurance carrier and the County Risk Coordinator on any further follow up information needed to settle claims.~~

~~3. If the other party is at fault in a fleet incident, crash, or vandalism with a County-owned vehicle or equipment, then the County Risk Coordinator, working with the department designee, is to file a claim with the other party's insurance. The County's insurance carrier can assist with this process.~~

~~4. The County Risk Coordinator shall work with the other party's insurance carrier and the departmental designee to settle claims against the other party.~~

~~5. The County Risk Coordinator shall forward a copy of the Fleet Incident/Crash/Vandalism report to the County Auditor once the costs of all damages have been determined.~~

~~Fleet Incident/Crash/Vandalism Review~~
~~Each fleet incident/crash/vandalism involving a County-owned or leased vehicle or equipment will be reviewed by the department to determine if the driver did everything they reasonably could to~~

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avoid the crash. Each fleet incident/crash/vandalism will be classified as preventable or non-preventable. Fleet incident/crash/vandalism preventability will be used in determining a driver's qualification to operate County-owned or leased vehicles and equipment.

Motor Vehicle Records

Williamson County employees must exercise the utmost care in the use of County-owned or leased equipment and vehicles to minimize damage. In order to reinforce the importance of individual responsibility for complying with this policy and preventing accidents, the policy requires that corrective action be taken against drivers who exceed the point totals in the *Driver Qualification Criteria*.

The County Safety Coordinator or a designated supervisor in each office or department will, when records are available, review all written and photographic information that is relevant to an accident and review the driving records of the employee(s) involved in an accident for the preceding 36 months.

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Next, there will be a review of the *Driver Qualification Criteria* and a levy of any corrective action based on the information gathered. Departments shall document their findings, and place a copy of the findings in the department's personnel file. A change in an employee's point system shall be given to the County Safety Coordinator to update the *County Driver Qualification* listing for insurance purposes.

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An at-fault fleet incident/crash within the last three years will revoke an employee's excellent driving status and is grounds for corrective action. Depending on the circumstances surrounding each fleet incident/crash, the following corrective actions are possible:

Oral Counseling Driver training Driver education Written reprimand
Suspension Probation Termination

A conviction for one of the following violations, barring appeal, will disqualify a driver from being considered for positions that require operation of County-owned or leased vehicles or equipment:

1. Driving under the influence of alcohol or a controlled substance
2. Refusing to submit to a test to determine alcohol or controlled substance concentration
3. Leaving the scene of a crash
4. Vehicular manslaughter/homicide
5. Using vehicle to commit a felony
6. Losing your license or driving while license is suspended

Drivers with 12 points or more in the last three (3) years will be removed from positions requiring operation of County-owned or leased vehicles or equipment. Drivers removed from positions requiring driving may be reassigned according to specific department policies if they qualify for currently available positions that do not require driving. If they do not qualify for a current position that does not require driving, they may be terminated. In case of an arrest for a violation listed above, the official or department head may, based on business necessity, take appropriate action, up to and including dismissal from employment.

Right of Appeal—Current Employees

With the approval of an employee's elected official or department head, an employee of the County as of September 26, 2006, may appeal a disqualification not based on items 3, 4, or 5, above, to the County Fleet Committee, provided that such an employee has not been arrested or charged with a violation carrying a point factor rating of 4 or higher (see *Driver Qualification Criteria*) in the 12-month period preceding the date of the appeal hearing. The County Fleet Committee may, at its discretion, after due consideration of the County's best interests and the recommendation of the official or department head, consider lifting the disqualification or restricting an employee's vehicle or equipment operation in lieu of permanent disqualification.

Right of Appeal—After September 26, 2006

With the approval of the elected official or department head, a person hired by the County on or after September 27, 2006 or an applicant for a County position to be filled on or after that date, may appeal a disqualification not based on items 3,4, or 5, above, if the employee or applicant has not been arrested or charged with a violation carrying a point factor rating of 4 or higher (see *Driver Qualification Criteria*) in the 36-month period preceding the date of the appeal hearing. The County Fleet Committee may, at its discretion, after due consideration of the County's best interests and the recommendation of the official or department head, consider lifting the disqualification or restricting the employee or applicant's vehicle or equipment operation in lieu of permanent disqualification.

Post Fleet Incident/Crash Training

Drivers with violations, fleet incidents and/or crashes may be required to complete safety or fleet safety program training.

Motor Vehicle Record (MVR) Checks

Motor vehicle record checks for drivers or operators of County-owned or leased vehicles and equipment will be performed annually by the automobile insurance company. Departments may also request a MVR check at any time on any employee who operates a county-owned or leased vehicle or equipment. The County Safety coordinator will review vehicle record reports and make appropriate recommendations.

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Offices and departments will require new hires who will be assigned to operate County-owned or leased vehicles and equipment to provide a copy of their MVR to the department, and the MVR will be taken into account in making hiring decisions.

Drivers of County-owned or leased vehicles or equipment must notify their supervisor when any on or off the job changes in the following occur:

- Citations for driving (moving violation) related offenses
- Citation for No Liability Insurance
- Loss of drivers license
- Convictions for driving (moving violation) related offenses
- Changes in the ability to operate a motor vehicle due to injury or illness that impacts safe operation of the vehicle.
- A copy of this notification will be given to the County Safety Coordinator to update the County Driver Qualification listing for insurance purposes.

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Driver Training
It is recommended that every employee who will operate a County-owned or leased vehicle or equipment be trained in safe operation through their department.

II. Personal Vehicles Used on Williamson County business

Safe Vehicle Operation
Drivers operating personal vehicles used on County business and drivers operating other non-County vehicles on County business will operate the vehicles in a safe and lawful manner and do what is reasonably expected to avoid crashes and injuries to passengers.

Vehicle age and condition
Vehicles should be in good mechanical condition and be maintained according to the manufacturer's standards. Vehicles that have mechanical defects or do not have a good appearance due to age, damage, rust, etc., should not be used on County business. Department designees should change driving assignments when there is a clear indication that an employee's vehicle may be unsafe.

Insurance limits
Every vehicle used on County business must have liability coverage at least at the minimum levels required by state law.

Verification of coverage
Employees operating their own vehicles on County business must be able to provide proof of insurance in case of a traffic violation or crash.

MVR criteria
Employees should meet the same MVR criteria as County-owned vehicle drivers as outlined in *Driver Qualification Criteria*.

Seat belts
Drivers should ensure that all occupants of the vehicle wear seat belts at all times when possible, when the vehicle is in use. Business passengers should not travel in vehicles that are not equipped with restraints in areas of the vehicle intended for cargo or where seats with restraints are not available.

Towing trailers on County business
Towing of trailers while on County business is prohibited, unless approved by the employee's official or department head as necessary for legitimate work-related duties. Trailers owned by the County should be towed by County-owned or leased vehicles.

Fleet Incident/Crash Reporting
All fleet incidents/crashes involving personal or leased vehicles used on County business must be reported to the proper chain of command in the department. The designated department representative shall report all incidents/crashes to the County Risk Coordinator in Human Resources as soon as possible using the Williamson County Fleet Incident/Crash/Vandalism report.

Departments may use a departmental form, as long as the form contains at a minimum, the information contained in the Williamson County Fleet Incident/Crash/Vandalism report.

Crash Investigation and Data Analysis

The County Safety Coordinator will review all fleet incidents and crashes involving personal vehicles used on county business and report findings to the Elected or Appointed Department Head or his or her designated person.

When the facts are known, the foreman, supervisor and/or department designee, and the Safety Coordinator determine the best strategy to prevent a recurrence of this type of incident, or crash. The official or department head should review the findings and recommendations and implement corrective action.

Fleet safety policies

Employees using personal vehicles on County business may be required to comply with all of the policies as outlined in the Vehicle Use Policy. (Employees using personal vehicles on County business whose driving records, upon review, show violations listed in *Driver Qualification Criteria*, may be subject to the disciplinary actions listed in that section.)

Driver Qualification Criteria

All preventable fleet incidents/crashes within a 36-month period shall be subject to the following disciplinary action:

Employees will be categorized based on a point system developed from the County's Point Assessment Table. Drivers are categorized based on their point summation from the table within a 36-month period. (See also Section II for applicability of these criteria to employees operating their personal vehicles.)

Excellent	**0 points**	**Receive recognition.**
Satisfactory	**1-4 points**	**Receive corrective action.**
Unsatisfactory	**5-11 points**	**Receive continued corrective action, and may include some type of driver improvement training.**
Excluded drivers	**12 + points**	**Driver will not drive a County owned or leased vehicle or equipment, or use a personal vehicle for County business. Drivers removed from positions requiring driving may be reassigned according to specific department policies if they qualify for currently available positions that do not require driving. If they do not qualify for a current position that does not require driving, they may be terminated.**

Point Assessment Table:

Driving under the influence of alcohol or a controlled substance	**12 points**
Refusing to submit to a test to determine alcohol or controlled	**12 points**

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~~ubstance concentration~~
~~eaving the scene of an crash 12 points~~
~~Vehicular manslaughter/homicide 12 points~~
~~Using vehicle to commit a felony 12 points~~
~~osing your license or driving while license is suspended 12 points~~
~~eckless driving 6 points~~
~~legligent crash 6 points~~
~~Violation with a pedestrian 6 points~~
~~roper turn 4 points~~
~~lure to control vehicle 4 points~~
~~ving in an improper lane or on wrong side of road 4 points~~
~~legal passing 4 points~~
~~ailure to report a fleet incident, crash, or vandalism 4 points~~
~~Speeding 3 points~~
~~Violation in a school zone or yielding to a school bus 3 points~~
~~Failure to yield 3 points~~
~~Running a stop sign 3 points~~
~~Following a vehicle too closely 3 points~~
~~Unsafe backing 3 points~~
~~Rear-ending a vehicle, with no injury 3 points~~
~~Running over object causing damage to vehicle and/or property 3 points~~
~~Causing property damage while operating on unstable surface/steep slope 3 points~~
~~Not being aware of your surroundings 3 points~~
~~Improper operation of a vehicle/equipment and causing damage 3 points~~
~~Flailing rocks when it is preventable 3 points~~
~~Not securing a load properly, including securing a trailer 3 points~~
~~Not following a proper procedure or accepted practice 3 points~~

~~All facts and circumstances surrounding the fleet incident/crash shall be reviewed prior to any corrective action being levied. Fleet incidents, as in those with no property damage or minimal costs, can have their point assessment adjusted down by up to two points only after reviewing the facts. The above point system is the minimum criteria for assignment of points and is not all-inclusive. Each individual department may add to the above point system, but may not replace or remove any of the above criteria.~~

~~NOTE: If the Fleet Committee determines that the specific circumstances associated with any violation, or combination of violations, listed above, demonstrate a pattern of abuse or a clear disregard for safety or property, the Committee may recommend immediate dismissal of the employee.~~

Dealing with the Public

1. Officials and employee are public servants, with a responsibility to the public to provide timely, courteous, and efficient service.

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2. All officials and employees are expected to conduct themselves in a way that will earn public respect and bring credit to the County and its operations.

Public Communications Policy

1. Purpose: The purpose of the Williamson County Public Communication policy is to establish guidelines to ensure that information disseminated by the County to residents, employees, news media representatives and others in either verbal or printed form is consistent and professionally presented, in both emergency and non-emergency situations.

2. Philosophy: Williamson County embraces an open government philosophy.

3. Responsibility: When communicating with the public in either verbal or written form, each County official and employee shall respond in a professional and timely manner always as mindful of the best interest of the County. In this context, personal opinions and speculation are inappropriate and shall be avoided.

Verbal Communications

Public: When information is requested by a non-media member of the public, each employee shall respond in a professional, concise and timely manner – generally within the same business day - within his or her area of job responsibility and knowledge.

Each employee shall notify his/her supervisor when a potential communication problem or misunderstanding may develop and what action might mitigate the situation before it becomes a problem.

Media: When information is requested by a member of the news media:

1. All employees may speak, but are not obligated to speak, directly with members of the media when asked about routine and general public information where they have specific job related knowledge and will refer all other requests to their department head. In this context, personal opinions and speculation are inappropriate and shall be avoided. Routine and general public information includes department or office locations and phone numbers, staff names, title, public meeting dates, locations.

2. The employee contacted by the news media shall, as soon as practical, notify their department head or elected official as well as the Public Information Office (PIO) giving details of the request including the media organization, name of the reporter, question(s) asked and the response given, if any.

3. For non-routine or general public information requests, the department head or elected official shall either respond directly to the news media or shall contact the public affairs manager

to discuss any serious, sensitive, controversial or countywide impact requests. The PIO is on-call 24 hours a day to respond to media inquiries. The PIO is available to all employees for advice, consultation and assistance in media relations and can be present for any arranged interviews with reporters when requested. When in doubt, the employee should defer to the PIO.

Printed Communications

News Releases: The Public Information Office (PIO) is the only department that provides news media releases about County events, initiatives and services for County departments. The Sheriff's Office, District Attorney and County Attorney disseminate their own information to the news media.

County Logos: Only County offices and departments may use the County logo and County seal. The logo and seal may not be used by other entities or persons for marketing, indications of affiliation, or other purposes. The Williamson County logo is an important part of the professionalism and history of Williamson County. As one of the fastest growing counties in the State of Texas, a brand for Williamson County is a necessary step in creating an identity for the County. The brand should be protected to strengthen presence and increase awareness within the minds of the employees of Williamson County, as well as the residents. Please refer to the logo design guidelines for specifics on usage.

Printed Materials: To ensure consistency of branding and professional appearance, all printed publications for County departments should be submitted to the Public Information Office for review prior to publication. This includes brochures, flyers, guides, etc. This does not include routine forms, reports to other agencies, the Comprehensive Annual Financial Report (CAFR), the Popular Annual Financial Report (PAFR), the Annual Operating Budget or routine updates to web page content.

Web Sites: The Williamson County Web Site is comprised of various Web pages operated by Williamson County. The Williamson County Web Site is available for the purpose of disseminating County information for County offices and departments in accordance with the Web Site user agreement. County Web pages will have uniform consistency in design to support the County brand and image of professionalism. Viewers must be able to tell that they are on a Williamson County Web page by its appearance and common location of information. To ensure consistency and professionalism, all non-routine Web page changes to content or design must be submitted to the Public Information Office for review prior to implementation.

Social Media Sites: Social media sites for County departments and offices, like County Web pages, will be available for the purpose of disseminating County information and providing an opportunity to engage with the public. Social media sites are online communications tools that allow the general public to post, comment on or share content. Employees who post on these sites in their job capacities are subject to the Public Communication Policy. Thus, a professional demeanor, in the best interest of the County is mandated. Again, in this context, personal opinions and speculation are inappropriate and must be avoided. County Social Media sites are not for the personal use of the County employees. Social Media sites include, but are not limited to Facebook, Twitter, Flickr, etc. Social media sites for County departments or offices must be approved by the Public Communication Committee comprised of individuals from Public

Information and Technology Services Department before being formed. Refer to the Social Media Sites Policy for additional information.

Requests for Information

Public Information Act/Open Records Act Requests: Public Information Act requests or Open Records Requests must be in writing and shall be immediately forwarded either to the elected official who is the official record keeper for the office or the public affairs manager for departments that report to the Commissioners Court. The information must be collected by the office or department that is the official record holder of the information. Any requests where an exception to disclosure will be sought should be promptly forwarded to the County Attorney's Office to prepare the brief for the Attorney General's Office. Any information that is not confidential by law or where an exception to disclosure has not been sought will be released in accordance with the Public Information Act.

HAZARD COMMUNICATION PROGRAM POLICY
Under Revised Texas Hazard Communication Act (THCA) of 1993

PURPOSE: This program has been prepared to comply with the requirements of the Texas Department of Health to insure that information is available for safe use, handling and storage of hazardous chemicals, guidelines on identification of chemical hazards and the preparation and proper use of container labels, placards and other types of warning devices.

Workplace Chemical List

1. For the purpose of worker right-to-know, this County will make sure that applicable departments shall compile and maintain a workplace chemical list that contains the following information for each hazardous chemical normally present in the workplace facility in excess of 55 gallons or 500 pounds or in excess of an amount that the Texas Hazard Communications Board determines by the rule of certain highly toxic or dangerous chemicals:

   a. the identity used on the MSDS and container label; and

   b. the location of the facility in which the hazardous chemical is normally present.

2. The applicable departments shall update the workplace chemical list as necessary, but at least on an annual basis. Each workplace chemical list shall be dated and signed by the person responsible for compiling the information.

3. A workplace chemical list shall be prepared for each facility of the applicable department and must be readily available to employees. All employees shall be made aware of the workplace chemical list before working with or in a work area containing hazardous chemicals.

4. The applicable department shall maintain a workplace chemical list for at least 30 years. The department shall also send complete records to the Texas Hazard Communication Director if the department ceases to operate.

Material Safety Data Sheets (MSDS)

1. A chemical manufacturer or distributor shall provide appropriate MSDS to departments with each initial shipment and with the first shipment after an MSDS is updated.

2. MSDS for all hazardous chemicals used by this County department's facilities shall be maintained in an MSDS book at the facility where the chemical is used. MSDS shall be made available to all employees.

3. As new chemicals are brought into the workplace, their MSDS shall be added to the existing MSDS book at the facility they are brought to. This is to ensure that a complete MSDS is on hand for each chemical an employee may be exposed to at that facility. If the applicable department does not receive a current MSDS on a chemical brought into the workplace, then a request shall be made to the chemical manufacturer or distributor in a timely manner to obtain a current MSDS.

4. A copy of an MSDS maintained by the departments shall be provided to the Texas Hazard Communications Director upon request.

Container Labeling

1. All chemicals on site shall be stored in their original or approved containers with a proper label attached, except small quantities for immediate use. Any container not properly labeled shall be made aware to the immediate supervisor for proper labeling or disposal.

2. Employees may dispense chemicals from their original containers only in small quantities intended for immediate use. Any chemical left after work in a temporary container must be returned to the original container or to the immediate supervisor for proper handling.

3. The department head will insure that each container is labeled with the identity of the hazardous chemical contained, any appropriate physical and health hazards, and the manufacturer's name and address.

Employee Training

1. Training shall be furnished on an as-needed basis to all Williamson County employees who use or handle hazardous chemicals; new or newly assigned employees to be briefed prior to working with, or who are assigned to a work area containing hazardous chemicals.

2. The level of training will be of the basic and general nature. One individual in the applicable department shall be designated responsible for administering training for all department employees.

3. Training will be provided through various means:

a. Oral Briefing
b. Hands-on Instruction
c. Audio-visual Presentation
d. Written Tests

Elements contained in the training program may include:

1. Verbal presentation by trainer to include the purpose and applicability of the THCA.

2. Examples of Material Safety Data Sheets (MSDS) to be reviewed with explanation of use, interpretation, and how to obtain. Actual MSDS Book may be shown to employees and information provided on location of books at the various facilities.

3. Sample of a “Workplace Chemical List" to be shown, and information on its purpose and availability provided.

4. Information regarding chemical container "labeling" responsibility furnished. Examples of labels may be shown to employees.

5. Information to be provided with reference to utilizing MSDS and manufacturing labeling for "specific" information on Personal Protective Equipment (PPE), First Aid treatment to exposures, and general safety instruction on handling, clean-up, and disposal of chemical spills.

6. Employees to be advised of their responsibility for working safely with hazardous chemicals, using required PPE, and knowing the location of Workplace Chemical List, and MSDS book.

7. Employee rights under the THCA to be notified. Employees to be given a copy of "Notice to Employee" form at briefing and advised of location of notices posted in facilities.

Records are to be kept on all THCA Training and shall include:

a. Date of Training
b. List and signatures of trainees
c. Topics covered
d. Materials handed out
e. Name of trainer

Personnel Protective Equipment (PPE)

1. Employees are required to wear proper PPE when handling hazardous chemicals when there is a potential for overexposure.

2. The department head will be responsible for insuring proper equipment is available and worn when there is a potential for employees to be overexposed.

Emergency Response

1. Any incident of overexposure or spill of hazardous chemicals shall be reported to the immediate supervisor.

2. The immediate supervisor shall be responsible for insuring that proper emergency response actions are taken in spill or leak situations.

General Contractor/Subcontractor Responsibilities

1. When employees of a contractor/subcontractor may be exposed to a hazardous chemical while working on a County work site, this County shall provide access to the MSDS for hazardous chemicals being used at the work site. The department facility workplace chemical list shall be made available to employees of a contractor/subcontractor while working at a County facility.

2. It shall be the responsibility of all contractor/subcontractors who bring hazardous chemicals onto County property to provide appropriate MSDS to the County at the work site.

3. When exposure to a hazardous chemical is expected, each contractor/subcontractor shall be responsible for the appropriate training of their employees.

Posting

The County departments shall post information for employees at the department facilities on the hazard communication standard. This information may be found on the department facilities' employee bulletin boards.

Tier-Two Form

1. For the purpose of community right-to-know, this County shall compile and maintain a tier two form that contains information on hazardous chemicals present in any facility in quantities that meet or exceed thresholds determined by the EPA in 40 CFR Part 370, or at any other reporting thresholds as determined by the Texas Hazard Communications board for certain highly toxic or extremely hazardous substances.

2. Each tier two form shall be filed annually with the appropriate fee according to the procedures specified by the Texas Hazard Communications board. The County shall furnish a copy of each tier two form to the Local Emergency Planning committee and to each fire department having jurisdiction over the department's facilities.

3. The County shall file the tier two form with the Texas Department of Health not later than the 90th day after the date the department has a reportable addition, at the appropriate threshold, of a previously unreported hazardous chemical or extremely hazardous substance. The

County shall furnish a copy of the additional tier two form to the Local Emergency Planning committee and to each fire department having jurisdiction over the department's facilities.

Drug Free Workplace

In compliance with the Texas Department of Transportation's regulations for drug and alcohol testing, Williamson County employees or potential employees who possess commercial drivers licenses (CDL) and/or operate County owned equipment or vehicles are subject to pre-employment, random, and post-accident testing. Certain employees of the Williamson County Sheriff's Department, Emergency Medical Services, Juvenile Services, Department of Infrastructure, ~~Department of Infrastructure~~, ~~Fleet Department~~ and certain Constables are subject to pre-employment testing. Certain employees, as shown on their job description, of the Emergency Medical Services, and Department of Infrastructure ~~Department of Infrastructure and Fleet Department~~ are subject to random drug testing. All employees are subject to being tested if there is probable cause to suspect they are intoxicated while on duty.

WILLIAMSON COUNTY DRUG FREE WORK PLACE POLICY ~~FOR COMMERCIAL DRIVERS LICENSE~~

In compliance with The Omnibus Transportation Employee Testing Act of 1991, revised February 1994, Williamson County adopts the following Drug Free Work Place Policy for employees with Commercial Drivers Licenses in the Williamson County ~~Department of Infrastructure~~ Department of Infrastructure. This policy also applies to County Employees who operate County owned equipment or vehicles.

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Purpose

The objective of this policy is to develop a DRUG and ALCOHOL-FREE WORK PLACE which will help insure a safe and productive work place and to provide education for Williamson County employees working in the Williamson County ~~Department of Infrastructure~~ Department of Infrastructure, and for employees who drive a County vehicle in the regular performance of their job duties.

Use and misuse of alcohol or drugs can and does impair the ability of an employee to perform their job duties and may endanger the employee, a co-worker, or the public, as well as property. Williamson County seeks to prevent the use, abuse, or misuse of drugs and alcohol by employees in any way which impairs their ability to perform their job duties.

Policy

1. Alcoholism and other drug addictions are recognized as diseases responsive to proper treatment, and this will be an option as long as the employee cooperates with Williamson County.

2. The manufacture, distribution, dispensing, possession, sale, purchase or use of a controlled substance on Williamson County premises is prohibited.

3. Being under the influence of alcohol or illegal drugs on Williamson County premises is prohibited. The unauthorized use or possession of prescription drugs not prescribed to the employee or prescriptions taken other than in accordance with the prescribed directions of a physician is prohibited on Williamson County premises.

4. Employees who violate this policy are subject to appropriate disciplinary action including immediate termination.

5. This policy applies to all Williamson County employees who currently hold a Commercial Drivers License for use in Williamson County employment, regardless of position and includes all temporary and part-time employees. This policy also applies to all employees who drive a Williamson County vehicle in the regular performance of their job duties.

Definitions

1. WILLIAMSON COUNTY PREMISES – All Williamson County property including buildings (owned or leased), parking lots, vehicles, equipment, or lockers.

2. WILLIAMSON COUNTY PROPERTY – All Williamson County owned or leased property used by employees such as vehicles, lockers, desks, closets, rest rooms, etc.

3. CONTROLLED SUBSTANCE – Mind altering and/or addictive substances included under the provisions of the United States Government's Controlled Substance Act of 1970, as amended. Examples include, but are not limited to:

a. Opiates (e.g., marijuana, codeine, methadone)
b. Cocaine
c. Cannabinoids (e.g., marijuana, hashish)
d. Amphetamines
e. Barbiturates
f. Other narcotics and hallucinogens (e.g., phencyclidine (PCP), Methaqualone (Quaalude), peyote (LSD)).
g. Benzodiazapines (e.g., Valium, Librium)
h. Alcohol

4. DRUG – A drug is any chemical substance that produces a physical, mental, emotional, or behavioral change in the user

5. DRUG PARAPHERNALIA – Equipment, a product or material that is used or intended for use in concealing an illegal drug or for use in injecting, ingesting, inhaling or otherwise introducing into the human body an illegal drug or controlled substance.

6. FITNESS FOR DUTY – To work in a manner suitable for the job. To determine "fitness", a medical evaluation will include drug and/or alcohol testing.

7. ILLEGAL DRUG - an illegal drug is any drug or derivative thereof which the use, possession, sale, transfer, attempted sale or transfer, manufacture or storage of is illegal under any federal, state, or local law or regulation of any other drug, including, but not limited to, a prescription drug, used for any reason other than legitimate medical reason and inhalants used illegally.

8. REASONABLE CAUSE/REASONABLE SUSPICION - Supported by evidence strong enough to establish that a policy violation has occurred.

9. UNDER THE INFLUENCE – The state of having a blood alcohol concentration of 0.~~10~~01 or more or evidential breath testing for alcohol concentration of .02 or greater; or the state of not having normal use of mental or physical facilities resulting from the voluntary introduction into the body of any alcoholic beverage or controlled substance.

10. TESTING – Is generally defined as a urine, blood, or breath test to determine chemical or drug content. Testing can occur in the following instances:

a. Pre-employment process.
b. Random selection.
c. Reasonable cause to suspect use.
d. Injury involving employee(s) causing or contributing to the injury.
e. On the job accident.

Testing results will remain confidential.

11. NEGATIVE TEST RESULTS – "Negative Test" results are results that indicate no alcohol or drugs in the employee's system other than properly used prescription medication.

General Policy Provisions

Any of the following actions constitutes a violation of the Policy and may subject any employee to disciplinary action to include immediate termination.

1. Using, selling, purchasing, transferring, possessing, manufacturing, or storing any illegal drug or drug paraphernalia, or attempting or assisting another person to do so, while in the course of employment or engaged in a Williamson County sponsored activity, on premises, in owned, leased or rented property, or on official business for Williamson County.

2. Working or reporting to work, conducting County business or being on County premises or in a County-owned, leased or rented vehicle while under the influence of an illegal drug, alcohol or in an impaired condition.

3. Switching, adulterating, or attempting to tamper with any sample submitted for medical testing, or otherwise interfering or attempting to interfere with the testing process.

Preventative Acts

1. Employees taking drugs prescribed by their attending physician must advise their Department Head in writing of the possible side effects of such medication regarding their job performance and physical/mental capabilities. This written information must be kept confidential. All prescription drugs must be kept in the original container.

2. Any employee involved in a work related accident where alcohol or drugs are believed to be a contributing factor will be subject to an accident investigation and referred to a drug counselor.

Employee Assistance

1. Any employee who has an alcohol or drug problem should contact the Benefits Administrator or the Senior Director of Human Resources to obtain information on a leave of absence. Employees who

voluntarily enter into and participate in an approved alcohol or drug rehabilitation program will be eligible for unpaid leave for a maximum of 90 calendar days to enter such a program. Employees must explore options which minimize their time off from work and the County reserves the right to require periodic reports and/or testing as to the employee's progress and/or successful completion of the program. The time off will be without pay.

2. Employees should refer to the Third Party Administrator of Williamson County Health Benefits Program to determine whether the cost of the program they are entering will be covered under the Williamson County Health Benefits Insurance. Any expenses that are incurred and are not eligible for reimbursement under the Williamson County Health Benefits Program will be the sole responsibility of the employee.

3. An employee will not be disciplined because he or she requests to participate in a rehabilitation program. Participation within a program does not alter the at-will relationship that the County maintains with its employees or the County's right to discipline or terminate the employee for performance, misconduct, or violation of County Policy made know to the County independently from the employee's request for accommodation.

Applicant Testing

Refusal to give written consent for a drug screening test will disqualify the candidate from consideration for employment.

1. OBJECTIVES

To maintain the high professional standards of the County's workforce for employees holding a Commercial Drivers License, it is imperative that individuals who use illegal drugs be screened out during the initial employment process before they are placed on the employment rolls of the company. This procedure will have a positive effect by reducing instances of illegal drug use by the employees working within the County and will provide for a safer work environment. For these reasons, drug testing will be required of all applicants who hold a Commercial Drivers License for use with Williamson County.

2. VACANCY ANNOUNCEMENTS

Every vacancy announcement, for positions requiring a Commercial Drivers License, designated for applicant testing shall state:

> "Any applicant tentatively selected for this position will be required to submit to a testing to screen for illegal drug use prior to employment."

In addition, each applicant will be notified that employment in the position will be contingent upon a negative drug test result. Failure of the vacancy announcement to contain this announcement will not preclude the applicant testing if advance written notice is provided to applicants in some other manner.

3. CONSEQUENCES

Williamson County will decline to extend a final offer of employment to any applicant with a verified positive test result, and such applicant will not be reconsidered for employment by the County for a period of one year. The Human Resources Department working on the applicant's file shall be directed to object the applicant on the basis of failure to pass the physical, a lack of personal characteristics necessary to relate to public employment or a failure to support the goals of the County. The County shall inform the applicant that a confirmed presence of an illegal drug in the applicant's urine precludes the County from hiring the applicant.

EMPLOYEE TESTING

Refusal by an employee to submit to screen testing will be considered cause for discharge.

1. OBJECTIVE

Williamson County's objective is to provide a safe, drug-free environment for employees.

2. WHEN

a. POST ACCIDENT – Conducted after accidents on employees whose performance could have contributed to the accident and for all fatal accidents.

b. REASONABLE SUSPICION – Conducted when a trained supervisor or County official observes behavior or appearance that is characteristic of drug or alcohol misuse. When, as determined by the immediate supervisor or County official that reasonable grounds exist to believe that an employee is impaired or an employee's unsatisfactory behavior or job performance suggest to management that substance abuse may be a contributing factor, the County reserves the right to require an immediate fitness for duty examination such as a medical evaluation including drug and/or alcohol testing. Refusal to participate in such an evaluation shall be considered equivalent to a positive result and shall result in immediate dismissal.

c. RANDOM – Conducted on a random unannounced basis just before, during or just after performance of safety-sensitive functions. The employees will be selected on a random basis. The testing times and dates are unannounced and are with unpredictable frequency throughout the year. Each year, the number of random tests must equal at least 50% of the Commercial Drivers License holding employees. Some employees may be tested more than once in a year. Once notified for selection, however, an employee must report to a collection site to accomplish the specimen collection for drug/alcohol testing.

d. RETURN-TO-DUTY AND FOLLOW-UP – Conducted when an employee who has violated the prohibited drug/alcohol conduct standards returns to performing safety-sensitive duties. Follow-up tests are unannounced and at least six (6) tests will be conducted during the first twelve (12) months after return to duty. Follow-up testing may be extended for up to sixty (60) months following return to duty.

3. CONSEQUENCES

A positive test shall mean either the presence of a drug and/or alcohol. Sample testing procedures shall conform to Department of Health and Human Services (DHHS) certified and monitored laboratories before the test may be used as a basis for any action. Both screening and confirmatory testing will follow the guidelines adopted by the DHHS.

a. When a screen test is positive for the first time but no evidence of drug or alcohol use on the job exists, the employee will be suspended with pay until all County required testing and treatment is completed. The employee will be required to obtain a written evaluation for drug abuse from a recognized professional and or institution at the employees own expense. If there is evidence of drug or alcohol use on the job, the employee may be disciplined or discharged and will not be eligible for reinstatement.

b. To be reinstated to a job, an employee must have a signed release from a medical doctor stating that they are fit for work. The employee must submit to another screen test and have a negative result within six (6) weeks from the date they were suspended; otherwise, they will be discharged. The County will decide when the test shall be administered. Before the employee returns to work, they will be required to sign a reinstatement agreement that states under what conditions the employee will be reinstated and that random drug testing may be conducted for one year.

c. An employee who has been suspended for a positive drug or alcohol test and is allowed to return to work will be immediately discharged for a positive result on any confirmatory drug or alcohol test.

4. POLICY PARAMETERS

a. For confidentiality, only department heads or County officials who have a need to know will be furnished information regarding positive results of fitness for duty examinations. Employee's privacy will be protected and the employer, without exception, will punish any breach of the workers' privacy and confidentiality.

b. The County will use only laboratories that are certified under appropriate federal and/or state regulations. The laboratories will follow the guidelines adopted by the United States Department of Health and Human Services for workplace drug testing.

c. The employee will provide a specimen in a location that affords privacy and the "collector" seals and labels the specimen, completes the chain of custody documents, and prepares the specimen and accompanying paperwork for shipment to a drug testing laboratory. The specimen collection procedures and chain of custody ensure that the specimen's security, proper identification and integrity are not compromised. The Omnibus Act requires all specimens be split into two bottles labeled "primary" and a "split" specimen. Both bottles are sent to the laboratory. Only the primary specimen is opened and used for urinalysis. The split specimen remains sealed and stored at the lab. If the analysis of the primary

specimen confirms the presence of illegal, controlled substances, the employee has seventy-two (72) hours to request the split specimen be sent to another approved DHHS certified laboratory for analysis. This split specimen procedure provides the employee with an opportunity for a "second opinion". Only conclusive results are to be reported to the County. Both tests must be positive or the results are considered to be inconclusive.

Supervisory and Employee Training

Supervisors will receive training regarding the Drug and Alcohol Policy. All employees who are included under this policy will receive a copy of the Drug and Alcohol Policy.

Disciplinary Action

Any employee suspected of violating this Policy will be immediately suspended without pay pending a complete investigation. During the course of the investigation, the suspected employee shall have the opportunity to provide an explanation. In the event that a determination is made by the County that the employee has violated this Policy, the employee shall be immediately terminated. Should a determination be made that the employee made no violation the employee will be reinstated without penalty.

Coordination with Law Enforcement Agencies
(Revised 10/26/2010 Correct misspelled word)
The sale, use, purchase, transfer or possession of an illegal drug or drug paraphernalia is a violation of the law. Williamson County will report information concerning possession, distribution, or use of any illegal drugs to law enforcement officials. Any search and seizure will be conducted by the contacted law enforcement agency. Williamson County will cooperate fully in the prosecution and/or conviction of any violation of the law.

Reservation of Rights

Williamson County reserves the right to interpret, suspend, cancel or dispute, with or without notice, all or any part of this policy, or procedures or benefits discussed herein. Employees will be notified before implementation of any change.
Although adherence to the Policy is considered a condition of continued employment, nothing in this Policy alters an employees' status and shall not constitute or be deemed a contract or promise of employment. Employees remain free to resign their employment at any time for any reason, without notice, and Williamson County retains the right to terminate any employee at any time, for any reason, with or without notice.

Other Laws and Regulations

The provisions of this Policy shall apply in addition to, and shall be subordinated to, any requirements imposed by applicable federal, state or local laws, regulations or judicial decisions. Unenforceable provisions of this Policy, as imposed by applicable law, shall be deemed to be deleted.

Sexual Harassment Policy

1. The Equal Employment Opportunity Commission has issued guidelines, which state that sexual harassment is a form of sex discrimination and is an unlawful employment practice in violation of Title VII of the Civil Rights Act of 1964. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when;

   a. submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment,

   b. submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or

   c. such conduct has the purpose or effect of unreasonably interfering with an individual's performance or creating an intimidating, hostile, or offensive work environment.

2. Examples of unwelcome conduct may include the following:

   a. Touching, advances, or propositions;
   b. Verbal abuse of a sexual nature;
   c. Graphic or suggestive comments about an individual's dress or body;
   d. Sexually degrading words to describe an individual;
   e. The display in the workplace of sexually suggestive objects or pictures, including nude photographs.

3. Williamson County strongly condemns sexual harassment in any County office or department. Each official, department head, supervisor, and employee has the responsibility to maintain a work environment free of such harassment and to report or complain about it as soon as possible. This responsibility includes dealing with sexual harassment that involves a non-employee on County premises. Officials and employees involved in a sexual harassment situation are required to cooperate in any investigation that occurs.

4. Employees who believe they have been sexually harassed should report their complaint immediately, verbally to any one of these individuals:

   a) your supervisor;
   b) the next level of management above your supervisor (elected official or department head);
   c) The Senior Director of Human Resources.

The complaint should at least outline:

   a) What took place
   b) Who was involved

c) Names of any witnesses, and
d) What the complainant's expectations are for resolution. **All complaints will be investigated.**

They can come directly to the Senior Director of Human Resources if circumstances within the employee's department or other factors prohibit a reasonable attempt at an informal resolution of the problem. It should be understood that Human Resources will reverse coordinate as part of the investigation process.

5. All complaints received by any elected official, department head, or supervisor must be immediately reported to the Senior Director of Human Resources. The Senior Director of HR will inform the Commissioner's Court of all complaints and will coordinate with the appropriate personnel as part of any investigation. Prompt reporting is very important. Confidentiality will be maintained to the extent possible, and participants in any investigation will be instructed not to discuss the subject. If a complaint is presented, retaliation against the employee is prohibited.

5. Sanctions against offending officials, department heads, supervisors, and employees may include, but are not limited to, consultation with superiors, reprimands, transfers, suspensions, demotions, dismissals, or referrals to appropriate enforcement agencies or officials.

Safe and Respectful Workplace Policy

1. It is the policy of Williamson County to promote a safe and respectful environment for its employees. The County will work with officials, department heads, and their employees to maintain a work environment that is free from violence, threats of violence, harassment, intimidation, and other disruptive behavior.

2. Violence, threats, harassment, intimidation, and other disruptive behavior in our workplace will not be tolerated; that is; all reports of incidents will be taken seriously and will be dealt with appropriately.

3. Examples of such behavior include **but are not limited to** the following:

a. Carrying unauthorized weapons on county premises;
b. Physical assault of any person on county premises;
c. Oral or written statements, gestures, or expressions that communicate a direct or indirect threat of physical harm or harassment;

4. Employees who violate this policy will be subject to removal from the premises or immediate disciplinary action, possibly including dismissal from employment, as well as criminal prosecution, if warranted. Members of the general public exhibiting violent or threatening behavior will be subject to removal or legal action, as appropriate.

5. Officials, department heads, supervisors, and other employees must report any violent, harassing, intimidating, or other disruptive behavior, or the presence of weapons, at once. Recognizing early signs of workplace violence is extremely important in preventing it.

6. **Direct threats, violent actions, or reports of weapons on County premises** must be reported at once by calling 911 or according to the security procedures defined within the specific department.

Actual injuries must be reported immediately to 911.

7. **Indirect threats** or other potentially violent behavior, including "jokes" with hints of violence, should be reported to the official or department head, who then should contact the County Attorney at 943-1111 or the Senior Director of Human Resources at 943-1533. When in doubt as to whether a situation justifies calling for immediate law enforcement assistance, employees should go ahead and contact the sheriff or 911 as appropriate.

8. Dismissals and other disciplinary action associated with this policy may be implemented in the presence of a law enforcement officer. Employees dismissed or suspended in violation of this policy may be required to remove their personal belongings and return keys or other County property immediately following the disciplinary action.

9. Employees dismissed or suspended in accordance with this policy may be barred from County premises and should receive a notice in writing to this effect. The notice should be given to the employee in the presence of a law enforcement officer.

10. The notice barring the employee from County premises should also state that future communications from the employee must be directed only to the Senior Director of Human Resources at 943-1533.

Employees with questions about this policy may contact the Senior Director of Human Resources at 943-1533 or the County Attorney at 943-1111.

Workplace Safety and Security Policy

PROTECTING THE PUBLIC - PROTECTING OURSELVES

WORKPLACE VIOLENCE

1. 2 million acts of workplace violence occur each year, with annual cost of $36 billion.
2. Homicide is the No. 1 cause of death for women at work.
3. There is an average of 1,000 total workplace homicides a year.
4. There are 1,875,000 assaults a year, 87,000 robberies, and 50,500 sexual assaults and rapes.

BE ALERT TO WARNING SIGNS

1. Use of alcohol or drugs

2. Loud, aggressive, argumentative behavior

3. Can be described as a loner

4. Holds grudges, hypersensitive to criticism
5. Bad attitude, lying, untrustworthy
6. Sudden or dramatic mood changes
7. Personal hardship—divorce, death, arrests
8. Mental health issues—depression, anger
9. History of violence
10. Verbal threats or abuse

COUNTY POLICY

1. No unauthorized weapons, no physical assaults, no threatening words or gestures will be tolerated in the workplace.
2. If you witness or experience violent actions, injuries, physical contact, weapons—CALL 911 or your building security.
3. If you witness or experience indirect threats or "jokes," call HR or County Attorney.
4. Employees, others may be barred from premises when there is an act or threat of violence.

FIRE!

1. If you see smoke or fire, yell "Fire! Fire! Fire!"
2. Activate the alarm to trigger an evacuation.
3. All but emergency personnel must leave.
4. Close doors to seal off fire if you have time. Do not lock.
5. Do not stop evacuation if alarm stops sounding.

EVACUATION PROCEDURES

NEVER USE ELEVATORS—The dept. liaison will know the best evacuation route; use stairs and ground-level exits or consult posted evacuation plan.

1. Go to designated "rally point" outside building for head count—dept. liaison will have an up to date roster.
2. Call 911; use fire extinguishers or hoses if necessary for safe exit.

3. Fire extinguishers are located by most exit doors.

   Notify firefighters immediately if you suspect someone remained in building.
4. Do not return to the building unless fire and emergency officials have declared it safe.

5. Do not leave the rally point until you are released.

6. If you have another emergency, be sure to notify official in charge, who may allow you to leave.

TORNADOES—COMMUNICATION

1. County 911 center receives reports from field.

2. County 911 notifies County Judge, PIO, and HR when a tornado has been sighted—also notifies 24 x 7 contacts.

3. PIO notifies all email users, including dept liaisons.

4. Offices and departments monitor weather on weather radios and on internet.

5. Offices and departments will purchase weather radios and have them on at all times and set so that warning alarm goes off.

TORNADOES—RESPONSE

1. Tornado “Watch”—This means that conditions could develop into a threat but there has been no actual sighting; monitor on radio and internet.

2. A “Warning”—This means a tornado is occurring or has been sighted in the area.

3. “Warning” action—If the siren is on or a tornado is close, go to “Safe Area”; otherwise monitor the weather and wait for instructions.

MOVE TO SAFE SITE IN BUILDING

1. Alert everyone; use up to date personnel roster.

2. Take battery radio, flashlight, and roster to safe site.

3. Close the doors when you leave.

WHILE IN SAFE SITE

1. Check personnel roster; call 911 or security if someone is missing.

2. Use the battery radio to monitor tornado activity.

3. Do not the leave safe site until “All Clear” sounds.

4. If there are injuries, call 911.

SEVERE WEATHER CLOSINGS

1. 911 and OEM/EMS monitor ice, snow, and severe storms.

2. These are the criteria for closing: field reports, forecasts, major ISD closings, other governmental closings.

3. The OEM/EMS Director will contact the county judge, and make recommendation based on above criteria.

4. County Judge will make the decision and call 911 & PIO.

PUBLIC INFORMATION

1. If the decision is made at night or early in the morning, the PIO will list the information on the web page and record a voicemail for County employees; the PIO will also notify the media.

2. Information will be made available by 6 a.m.

3. If the decision to close occurs during normal business hours, PIO will notify offices and departments, and the media.

ALL BUILDINGS OPEN OR CLOSED

1. County Judge’s decision will be that all buildings are open or all buildings are closed--public and employees get only one message.

2. Exception: essential personnel must report.

3. Offices that differ with decision will have to notify their own employees and will be responsible for opening and closing buildings.

ESSENTIAL PERSONNEL

1. LAW ENFORCEMENT, CORRECTIONS
2. EMS
3. 911 DISPATCH
~~4. FACILITIES~~
~~5.~~4. JUVENILE ACADEMY AND DETENTION
~~6.~~ DEPARTMENT OF INFRASTRUCTURE~~DEPARTMENT OF INFRASTRUCTURE~~
~~7.~~5. TECHNOLOGY SERVICES
~~8.~~6. EMPLOYEES DESIGNATED BY DEPARTMENT HEAD
~~9.~~7. EMPLOYEES IN OTHER OFFICES THAT ARE OPEN

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~~PAY ISSUES – WEATHER CLOSINGS~~

1. ~~Essential non-exempt personnel who work may be granted EP leave (emergency personnel leave), to be used at the discretion of the official/dept head, as departmental budgets allow. EP leave will be paid in the same amounts as holiday leave but will not carry over to the next fiscal year.~~

2. ~~All essential personnel who do not work during the weather closing must notify their supervisors. They will be paid, required to use leave, or placed on leave without pay, at the discretion of the official/department head.~~

3. ~~Employees who are not essential should not place themselves or the public at risk by coming to work. If they voluntarily do so, they will not be granted EP leave or receive other compensation.~~

4. ~~All full-time, non-essential employees scheduled to work on a day when their office or department is officially closed will be paid.~~

5. ~~All full-time, non-essential employees who do not work on days when their office or department is officially open may be paid, or required to use leave, or placed on leave without pay, at the discretion of the official or department head.~~

6. ~~Regular, part-time employees working at least 20 hours per week will be paid for weather closings that occur on a scheduled work day.~~

7. ~~Such employees who do not work when their worksites are officially open may be paid, or required to use accrued leave, or be placed on leave without pay, at the discretion of the official or department head.~~

~~OTHER OFFICIAL CLOSINGS~~

1. ~~The procedures for paying essential, non-essential, and regular part-time employees in cases of severe weather closings will also be applied when county offices are officially closed for other reasons, such as funerals or non-weather-related emergencies.~~

INJURIES AND HEALTH EMERGENCIES

2. Always call 911 if there is an injury or health emergency (heart attack, choking, severe asthma, serious fall, etc.).

3. The county phone system will be modified to show origin/location of the call in order to provide specific information to emergency personnel.

4. County buildings will have AED (automated external defibrillation) units and first-aid kits.

5. Some employees will receive first-aid and AED training; their names will be given to offices and departments.

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ACCIDENT/INJURY FOLLOW-UP

1. Injured employees or their supervisors will submit a TWCC-1 to HR immediately after the incident (first report of injury or illness).

2. The employee or supervisor will complete an Accident Investigation Report and submit it to HR.

3. If an incident involves a visitor, the County employee on hand at the time of the incident will fill out and submit a Visitor Incident Report to HR.

BOMB THREATS

1. If the threat is by phone…

    a. Try to remain calm and ask co-worker to notify 911.
    b. Do not active fire alarm!
    c. Write down caller ID if it is displayed.
    d. Write down exact time of call.
    e. Write down exact words of the caller.
    f. Ask when bomb is going to explode.
    g. Ask where the bomb is.
    h. Ask what the bomb looks like.
    i. Ask what kind of bomb it is.
    j. Ask what will cause it to explode.

2. Ask if caller placed the bomb.

3. Ask why caller placed the bomb.

4. Ask where caller is calling from.

5. Ask for caller's address and then name.

CALLER CHARACTERISTICS

VOICE

1. Is the voice calm, disguised, nasal, slow, deep, lisp, rapid, deep,

2. giggly, crying, squeaky, excited, stressed, accented,

3. loud, slurred, normal?

4. Is the voice familiar?

5. Who or what does it sound like?

CALL BACKGROUND

1. Note background noise—radio, TV, equipment, trains, planes.

2. Note other voices, note names, if spoken.
3. Listen for static, interruptions; does it sound like a cell phone?

WRITTEN THREATS

1. DO NOT HANDLE PAPER ANY MORE THAN IS NECESSARY!!

2. All bomb threats--Call 911.

3. Do not activate the fire alarm for bomb threats—a controlled evacuation with limited contact is the safest course.

4. Try to identify those who have touched items.

5. Carefully place items in large envelope and protect them from contamination.

SUSPICIOUS PACKAGES

1. WARNING SIGNS:

   a. Powdery substance;
   b. Oily stains, odor;
   c. Excessive packaging material—tape, string, etc.;
   d. Excessive weight.

2. CALL 911.

3. DO NOT TOUCH.

4. DO NOT SHAKE OR EMPTY CONTENTS.

5. DO NOT TAKE TO ANOTHER AREA.

6. PUT ON STABLE SURFACE IF YOU HAVE PICKED IT UP—THEN WASH YOUR HANDS.

7. SECURE ROOM AND TURN OFF HVAC.

8. MAKE A LIST OF ALL WHO HAVE TOUCHED IT.

9. DO NOT USE THE FIRE ALARM—CONTROLLED EVACUATION IS THE KEY.

10. ALL PERSONS MUST LEAVE THE ROOM AND REMAIN IN THE ISOLATION AREA UNTIL RELEASED; NO PHYSICAL CONTACT WITH OTHERS.

CONCLUSION

1. All offices and departments must have safety liaison who is responsible for following:
2. Having a copy of safety procedures;
3. Maintaining a current roster of employees;
4. Maintaining the radio, flashlight, and first-aid kit;
5. Knowing safe areas inside the building, evacuation routes, and rally points outside of building, and posting information in an accessible place;
6. Assisting disabled employees and directing the public.
7. Knowing building personnel trained in CPR/AED operation and first-aid.

Williamson County Tobacco- Free Work Place Policy For All Williamson County Employees

Williamson County adopts the following Tobacco-Free Work Place Policy in conjunction with its 1994 Wellness Program.

Purpose

Williamson County acknowledges that there are studies by the Surgeon General of the United States, the National Academy of Sciences, and other health organizations which link passive exposure to tobacco smoke, referred to as secondhand smoke, to a variety of negative health conditions. Williamson County also recognizes that tobacco use is one of most preventable causes of life-threatening diseases; therefore, it is Williamson County's responsibility to establish a tobacco-free work environment for our employees.

The objective of this policy is to develop a tobacco-free work place for all employees to perform their job duties and to protect the health and welfare of those employees.

Policy

1. Williamson County adopts this policy prohibiting smoking or use of any Tobacco Product on Williamson County Premises, as defined below.

2. Employees who violate this policy, including employees of elected officials are subject to appropriate disciplinary action. The disciplinary actions for employees of the Williamson County Commissioners Court shall be as follows:

   a. A written formal warning for the first and second violations;
   b. On the third violation, the employee can either be suspended for (5) five work days with no pay or can be terminated.

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3. This policy applies to all Williamson County employees, regardless of position and includes all temporary and part-time employees.

4. This policy shall become effective as of October 1, 2010. Employees who are employed as of the effective date will be notified of changes in this policy. Employees will also be informed of Williamson County's Tobacco Cessation Programs, when available. All future applicants for employment by Williamson County will also be notified of the Tobacco Use Policy and the possible availability of smoking cessation classes.

Definitions

1. Williamson County Premises: Except for premises that are otherwise specifically excluded herein below, Williamson County Premises shall mean and include all Williamson County Offices; all buildings leased or owned by Williamson County; the attached protective coverings, the entrances, exits or other parts of such buildings; interior spaces of Williamson County owned or rented vehicles; and all exterior properties owned or leased by Williamson County, including the grounds, parking lots and garages and sidewalks that are situated on Williamson County property.

2. Williamson County Offices: Any enclosed area which employees normally frequent during the course of employment, including but not limited to work areas, employee lounges, employee restrooms, conference rooms, and private offices.

3. Tobacco Use: Tobacco Use shall mean and include the lighting, holding, carrying of, inhaling and exhaling of the smoke of a tobacco product, which includes but is not limited to the carrying or holding of a lighted pipe, cigar or cigarette or any other lighted smoking equipment or device. Tobacco Use shall also mean the oral use of any type of Tobacco Product.

4. Tobacco Product: The product derived from the dried leaves of any one of the various species of Nicotine, including but not limited to the species Nicotine Tabacum, the broad leafed American plant, which is utilized for smoking, dipping and/or chewing.

Reservation of Rights

Williamson County reserves the right to interpret, suspend, cancel or dispute, with or without notice, all or any part of this policy or procedures discussed herein. Employees will be notified before implementation of any change.

Nothing in this policy alters an employee's at-will employment status and shall not constitute or be deemed a contract or promise of employment at any time for any or no reason, without notice, and Williamson County retains the right to terminate any employee at any time, for any reason, with or without notice.

Other Laws and Regulations

The provisions of this policy shall apply in addition to, and shall be subordinate to any requirements imposed by applicable federal, state or local laws, regulations or judicial

decisions. Unenforceable provisions of this policy, as imposed by applicable law, shall be deemed to be deleted.

Excluded Premises

The only excluded premises from this policy shall be County roads within Williamson County, sidewalks that are adjacent to public streets or sidewalks that are not owned by Williamson County, parks that are owned, operated and/or managed by Williamson County, the Central Texas Treatment Center located in Granger, Texas, and the Williamson County Jail where inmates are housed. The Sheriff and CSCD Director may impose their own restrictions within the confines of only the Williamson County Jail and the Treatment Center. However, this policy will include and apply to all Williamson County Sheriff and CTTC employees.

Tobacco Use by the Public

Except for premises that are otherwise specifically excluded herein above, smoking or the use of any Tobacco Product by any member of the public shall also be strictly prohibited on Williamson County Premises. Signs will be posted on all Williamson County Premises that explain the policy. This policy will also be posted on Williamson County's website.

Solicitation

Persons not employed by Williamson County may not solicit or distribute literature in the workplace at any time for any purpose. Williamson County recognizes that employees may have interests in events and organizations outside the workplace. However, employees may not solicit or distribute literature concerning these activities during working time. (Working time does not include lunch breaks, work breaks or any other periods in which employees are not on duty.) In addition, the posting of written solicitations is limited to County bulletin boards and is restricted. You should check with your department head or elected official for approval. Solicitations using electronic systems including County email are prohibited and subject to the Electronic Systems Use Policy. If you experience any problems, please contact Human Resources.

Use Of Social Media

While Williamson County encourages it's employees to enjoy and make good use of their off-duty time, certain activities on the part of employees may become a problem if they have the effect of impairing the work of any employee; harassing, demeaning, or creating a hostile working environment for any employee; disrupting the smooth and orderly flow of work within the County; or without reasonable cause (such as, for example, when in the role of a private citizen, speaking out on matters of public concern or reporting illegal activity), harming the reputation of Williamson County among County taxpayers or in the community at large. In the area of social media (print, broadcast, digital, and online), employees may use such media in any way they choose as long as such use does not produce the adverse consequences noted above. For this reason, employees are reminded that the following guidelines apply in their use of social media, both on and off duty:

1. If an employee publishes any personal information about themselves, another employee of Williamson County, applicants or an associate of Williamson County in any public medium (print, broadcast, digital, or online) that:

a. has the potential or effect of involving the employee, their co-workers, or Williamson County in any kind of dispute or conflict with other employees or third parties;
b. interferes with the work of any employee;
c. creates a harassing, demeaning, or hostile working environment for any employee;
d. disrupts the smooth and orderly flow of work within the office, or the delivery of services to Williamson County's taxpayers or customers;
e. harms the reputation of Williamson County among its taxpayers or in the community at large;
f. states falsities or is slanderous about the County;
g. reveals information that should be treated as confidential;

The employee(s) responsible for such problems will be subject to counseling and/or disciplinary action up to and potentially including termination of employment, depending upon the circumstances.

"Personal information" means personal identifying information (Social Security Number, Drivers License number, home address and phone number, personal cell phone number, names of family members or information indicating the person's family members or their home address(es) or home and personal cell phone numbers, or other information recognized as being confidential by law) and/or information regarding the personal or private conduct and affairs of that person and interaction with other people that is unrelated to the person's job performance or official duties for Williamson County. Personal information does not include information or comments regarding conduct or facts related to job performance or performance of official duties and/or information that might be of public concern, or constitute information regarding illegal activity.

2. No employee of Williamson County may use County equipment or facilities for furtherance of non-work-related activities or business.

3. Employees who conduct themselves in such a way that their actions and relationships with each other could become the object of gossip among others in the office, or cause unfavorable publicity for Williamson County in the community, should be concerned that their conduct may be inconsistent with one or more of the above guidelines.

In such a situation, the employee involved should request guidance from their supervisor to discuss the possibility of a resolution that would avoid such problems. Depending upon the circumstances, failure to seek such guidance may be considered evidence of intent to conceal a violation of the policy and to hinder an investigation into the matter.

4. Should an employee decide to create a personal blog, be sure to provide a clear disclaimer that the views expressed in the blog are the author's alone, and do not represent the views of Williamson County.

5. All information published on any employee's blog(s) should comply with Williamson County confidentiality and disclosure policies. This also applies to comments posted on other social networking sites, blogs and forums.

6. Be respectful to Williamson County, co-workers, taxpayers, associates and be mindful of your physical safety when posting information about yourself or others on any forum. Social media sites are not an appropriate forum for venting personal complaints about supervisors or co-workers. Describing intimate details of your personal and social life, or providing information about your detailed comings and goings might be interpreted as an invitation for further communication or even stalking and harassment that could prove dangerous to your physical safety.

7. Personal social media activities should never interfere with work commitments and should not be conducted while at work.

8. Your online presence can reflect on Williamson County. The lines between public and private, personal and professional information are blurred in this context. Be aware that your comments, posts, or actions captured via digital or film images can affect the image of Williamson County. If you are posting to personal networking sites and are speaking about job related content or about the County, identify yourself as a County employee and use a disclaimer and make it clear that your views are not reflective of the views of County (ex. "The opinions expressed on this site are my own and do not necessarily represent the views of Williamson County".)

9. Be aware that if you access and post on personal social media sites using County equipment, that any such information could be subject to the Texas Open Records Act and information, sites accessed, or usage may be disclosed to the public as the result of a proper request.

Again, any violations of this policy are subject to disciplinary action.

Outside Employment

Employees may be employed in any capacity in a business, trade, occupation, or profession, at any time other than scheduled hours they are working for the ~~c~~County, as long as such employment does not violate state laws concerning abuse of office or employment, does not interfere with their normal duties, and does not constitute a breach of ethics or conflict of interest.

Political Activity

1. Employees are encouraged to vote and to exercise other responsibilities of citizenship consistent with state and federal law and these policies. Employees are not required to contribute to any political fund or render any political service to any person or party. No employee will be dismissed, suspended, demoted, or otherwise prejudiced for refusing to do so. An employee may not:

   a. Use his or her official authority or influence to interfere with or affect the result of an elections or nomination for office; or

b. Directly or indirectly coerce, attempt to coerce, command, or advise a local or state officer or employee to pay, lend, or contribute anything of value to a party, committee, organization, agency, or person for a political purpose.

2. County employees, except elected officials, may not participate in political activities while on County duty. Employees are expected to remove County uniforms and identification before participating in a political activity. In addition, no County-owned property, vehicle, building, and/or office may be used for displaying campaign materials or for conducting any partisan political activity. This section does not apply to the use of the Courthouse, Courthouse grounds or County buildings when used for the purpose of political announcements approved by Commissioners' Court.

3. Any employee who is subject to the provisions of the federal Hatch Act may not be a candidate for elective office in a partisan election. County employees are subject to this additional Hatch Act restriction if their principal employment is in connection with an activity which is financed in whole or in part by loans or grants made by the federal government.

4. An employee's political activity, which is not in violation of this section, will not be considered in determining his or her compensation, eligibility for promotion or demotion, work assignment, leave or travel request, or in applying any other employment practices to the employee.

Retaliation Prohibited By State Law

A state or local governmental body may not suspend or terminate the employment of, or otherwise discriminate against, a public employee who reports a violation of the law to an appropriate law enforcement authority, if the report is made in good faith.

Employee Termination / Separation~~And Exit Interviews~~

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 unless they are on paid administrative leave pending an investigation. If they are on paid administrative leave pending an investigation, their last date of active duty will be the date upon which a final determination decision was made following the investigation. 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.

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1. It shall be the responsibility of each departing employee, whether or not the departure is voluntary, to meet with the appropriate representative of the Human Resources Department to complete forms and submit keys and other materials or information required by the County. The Human Resources Department will also provide the departing employee with information about retirement and deferred comp plans, as applicable, and payment of accrued leave, if any. The departing employee shall inform the Human Resources Department of the employee's computer user identification or password and any other computer-related information considered important by the County.

2. The departing employee may also discuss insurance issues and the possible extension of benefits.

3. Employees must return all Williamson County property immediately upon request or upon termination of employment. Employees are responsible for items issued to them by Williamson County or in their possession or control. Any items not returned will be documented and the stated value of the item will be deducted from the employee's last paycheck. Item values are defined in the Williamson County Fixed Assets Policy.

4. All terminating or retiring employees will receive a paper paycheck for their final pay. Final pay is not available by direct deposit. A final paycheck will be mailed on the pay date to the employee's address on record in the payroll system and cannot be picked up in person. Employees are encouraged to submit an address change notice to the Human Resources Department, if necessary, to ensure prompt receipt of the employee's final pay.

5. Employees terminated for a violation of the Safe and Respectful Workplace policy shall contact the Human Resources Department by phone or mail.

Serious Diseases or Disabilities

1. Employees with serious diseases or disabilities are encouraged to notify their supervisors and the Human Resources Department when adverse health conditions may affect their ability to perform their jobs, pose a threat to other employees or to the public, or require possible accommodation by the County.

2. A doctor's certification may be necessary to determine an employee's eligibility for continued employment or to determine what type of accommodation may be appropriate.

3. Access to medical information and records will be restricted according to practical and legal requirements.

4. Employees who have concerns about working with other employees who have serious illnesses or disabilities should bring those concerns to the attention of their supervisors or contact the Human Resources Department.

5. Related decisions may be based on prevailing laws and/or regulations and on reasonable medical judgments as to the nature, duration, and severity of any risks and/or the probability of harm or disease transmission.

6. Discrimination against employees or applicants because of physical or mental disabilities is prohibited by the Americans with Disabilities Act and/or Chapter 21 of the Texas Labor Code.

Williamson County Public Safety Technology Program Mobile Internet Access Policy

Objectives

The software and systems that are part of the County's Public Safety Technology Program (PSTP) deal with sensitive data used by many agencies. The Technology Services Department has two objectives: (1) Secure, stable access to needed resources, and (2) protection of the County

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network and systems. These two objectives drive the need for the requirements and policies below.

Required Software

In order to access Williamson County resources (or hosted resources) as well as select internet sites, the use of NetMotion VPN software is required. In addition, anti-virus software that is compatible with NetMotion is required.

The ability of a user to turn off (or "bypass") the NetMotion software will depend on the department's configuration as agreed with the County Technology Services Department. The user will not be able to bypass NetMotion if it is not allowed by department policy. When in bypass mode, the user will not be able to use County resources including mobile data.

Antivirus software is required to access County resources. Users without antivirus or those with out-of-date antivirus software or virus definition files will be denied access to County resources. The PSTP Antivirus Compatibility guide document provides a list of compatible software packages.

Internet Usage

The County's internet connection is designed for Mobile Data software, CAD, RMS, and work-related internet and intranet access.

Due to security and performance concerns, only Internet Explorer can be used for accessing internet and intranet websites. Other internet browsers such as Firefox or Chrome will not be allowed.

Because of the limited bandwidth and security concerns, personal browsing must be limited, as it may slow or even compromise the connection.

Website Categories

Certain categories of websites will be blocked from the mobile internet connection, including but not limited to:

- Sexual
- Gaming
- Tasteless & Offensive
- Illicit activity
- File hosting/downloading
- Video streaming

Social networking websites (i.e. Facebook, MySpace) will be allowed for the conducting of official business only. Usage will be flagged and the user will be warned that the access is limited to official use only.

Access to blocked websites must be requested through the department's designed point-of-contact with proper authorization according to department policy.

Additionally, the use of internet resources is guided by the County Electronic Systems Use Policy.

Other protocols/software

Software used as part of the PSTP (from SunGard, Firehouse, etc.), other business resources needed from mobile (i.e. credit card payment systems) or accessing legacy systems (i.e. MobileCop) will be allowed for legitimate business purposes.

Departments that require access to non-PSTP resources should provide a list of these resources to Technology Services.

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Other protocols and software will be prohibited over this connection. These include:

- Chat, VoIP and IM clients
- Peer-to-peer
- FTP (unless for accessing agency data only)
- Gaming applications
- iTunes and other media streaming or sharing sites/applications.

Department-Specific Additional Rules

Departments can set specific policies that further limit access for the entire department, groups, or individual users. This can be restricting all internet access, additional categories, or specific web sites. These must be agreed upon in writing with Technology Services.

Viruses/Malware

Computers found to have malicious software will, immediately upon discovery, be denied access to all internal and external resources. The computer, and possibly the user account, will be immediately quarantined. The quarantine will last until the computer is taken to Technology Services for repair.

Appropriate Use

Users who have engaged in an activity that is inconsistent with the County's Electronic Systems Use Policy may have their system, and possibly computer, access revoked.

Information Requests and Account Changes

Any request for access to a particular user's information must be approved by Human Resources if the matter is personnel-related. If any criminal matter is involved, the request for access to user information must originate with the investigating agency according to criminal investigation procedures and department policy.

If the agency does not use Williamson County Human Resources for personnel issues (i.e. they have their own HR department), Technology Services must have a written policy from the agency detailing who can request information on particular users.

The agency's Point-of-Contact will coordinate any requests for information or changes to user privileges with Technology Services staff.

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GRIEVANCE PROCEDURES

1. It is the policy of the County, insofar as possible, to prevent the occurrence of grievances and to deal promptly with those which occur. No adverse action will be taken against an employee for reason of his or her exercise of the grievance right. However, it is not considered proper use if an employee raises grievances in bad faith or solely for the purposes of delay or harassment, or repeatedly raises unfounded grievances. Implementation of the grievance procedure by an employee does not limit the right of Williamson County to proceed with any disciplinary action, which is not in retaliation for the use of the grievance procedure. Information concerning an employee grievance is held in confidence.

2. A grievance (informal or formal) may be filed on one or more of the following grounds:

   a. Improper application of rules, regulations and procedures (but not the grievance rules, regulations and procedures themselves);
   b. Unfair treatment
   c. Unlawful discrimination based on race, religion, color, sex (including sexual harassment), age, disability, or national origin or other legally protected status;
   d. Improper application of fringe benefits; or
   e. Improper working conditions.

For procedures to be followed in the event of a grievance by an elected official see Chapter 149, Sec. 152.014 Local Government Code.

Informal Grievances

The first step in the grievance procedure is for the employee to attempt to resolve the grievance by informal conference with his or her supervisor. If this informal conference does not result in a resolution of the problem(s) that is satisfactory to the employee, he or she should file a formal, written grievance.

Formal Grievances

1. Formal grievances must be in writing, signed by the employee, and presented to the employee's supervisor within 10 business days after the alleged grievance occurred. A statement of the specific remedial action requested by the employee must be included in the written grievance. In the event that it would be inappropriate to address the grievance with the supervisor when the supervisor is the wrongdoer, the employee should go to the department head or elected official. If the department head or elected official is the wrongdoer in instances of harassment, retaliation or potential whistle blower activity, the employee should go to the Senior Director of Human Resources.

2. An employee may be represented throughout the grievance process by another County employee of his or her choosing provided that the employee chosen has not been an employee representative in any other grievance proceeding within the previous 12-month period.

3. After being presented with a written and signed grievance, the supervisor will 1) meet with the employee and such other persons as may be necessary to gather the facts; 2) immediately notify the department head and the Senior Director of Human Resources; 3) attempt to resolve the grievance with the employee and, if requested by the employee, with the employee's representative; and 4) communicate the decision in writing within 10 business days after receipt of the grievance, sending a copy of the proposed resolution to the elected official/department head and the Senior Director of Human Resources.

4. If an employee whose supervisor is not a department head, receives no written resolution from the supervisor within 10 business days from the date the grievance was filed, or is not satisfied with the proposed resolution, he/she must file a written appeal within 10 business days with the department head along with an information copy to the Senior Director of Human Resources. The department head will review the facts and the file, and will investigate the charges personally or through a designee. The person(s) conducting the investigation will meet with the parties involved. The department head will respond in writing to the employee within 10 business days of the date the appeal was received in the elected official's/department head's office.

5. If the department head is appointed by the Commissioners' Court, Juvenile Probation Board, or District Judges, and the employee either receives no written resolution from the department head within 10 business days from the date the grievance was appealed to the appointed department head, or if the employee is not satisfied with the appointed department head's proposed resolution of the matter, the employee must file a written appeal within 10 business days with the appropriate appointing authority (i.e., Commissioners' Court, Juvenile Probation Board, or District Judges **through** the Senior Director of Human Resources). The appropriate appointing authority will then review the facts and the file and conduct an investigation if deemed appropriate before rendering a decision in the matter. The appropriate appointing authority's decision is final. Longer intervals to facilitate investigation or fact finding on behalf of the County may be appropriate depending upon the grievance.

Summary of Grievance Procedure

1. Elected officials are the final appeal level for their respective departments. If the department head is hired by one of the appointing authorities above, the matter may be appealed to the appropriate appointing authority, through the Senior Director of Human Resources for processing. A decision by the proper appointing authority is final. Grievances are to be processed until the employee is satisfied, does not file a timely appeal (ten business days), or exhausts the right of appeal. A decision becomes binding on all parties whenever an employee does not file a timely appeal or when a decision is made in the final step and the right of appeal no longer exists. Williamson County may, at its discretion, refuse to proceed with any complaint it determines is improper under this policy.

2. This guidance does not alter the employment-at-will relationship in any way. Final decisions on grievances will not be precedent setting or binding on future grievances, unless they are officially stated as County policy. When appropriate, the decisions will be retroactive to the date of the employee's original grievance.

LEAVE AND TRAVEL POLICIES

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Notification of Absences

1. Regular attendance is important to the overall operation of a department or office. If for any reason an employee is unable to report for work, he or she shall notify the immediate supervisor on the morning of the same day, unless extraordinary circumstances make notification impossible. If the supervisor is unavailable, then someone else in the office shall be notified. Notification does not necessarily excuse the absence. Failure to provide proper notification may result in suspension or other disciplinary action, up to and including dismissal.

2. If a department has a specific policy for notification of absences, that policy supersedes this statement.

3. Employees who are absent from work for three consecutive regular shifts without giving proper notice will be considered as having abandoned their jobs and voluntarily quit.

Vacation Leave

Any elected official's employees, and non-elected departments heads and employees, shall accrue vacation hours as follows:

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FULL TIME EMPLOYEES VACATION ACCRUALS	0 to 5 Years of Service	5 to 9 Years of Service	10 + Years of Service
Pay Period Accruals	3 hours 5 minutes	4 hours 37 minutes	6 hours 10 minutes
Annual Accruals	80 hours (10 days)	120 hours (15 days)	120 hours (20 days)
Maximum Accruals and Carry Over Balances	80 hours	120 hours (20 days)	160 hours

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PART TIME >=30 - VACATION ACCRUALS EMPLOYEES WORKING GREATER THAN 30 HOURS BUT LESS THAN 40 HOURS PER WEEK	0 to 5 Years of Service	5 to 9 Years of Service	10 + Years of Service
Pay Period Accruals	2 hours 31 minutes	3 hours 23 minutes	4 hours 38 minutes
Annual Accruals	60 hours	90 hours	120 hours
Maximum Accruals and Carry Over Balances	60 hours	90 hours	120 hours

PART TIME >=20 - VACATION ACCRUALS EMPLOYEES WORKING GREATER THAN 20 HOURS BUT LESS THAN 30 HOURS PER WEEK			
	0 to 5 Years of Service	5 to 9 Years of Service	10 + Years of Service
Pay Period Accruals	1 hour 54 minutes	2 hours 18 minutes	3 hours 5 minutes
Annual Accruals	40 hours (10 days)	60 hours (15 days)	80 hours (20 days)
Maximum Accruals and Carry Over Balances	40 hours	60 hours	80 hours

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EMS EMPLOYEES ON SHIFT WORK (48, 56, AND 64 HOUR SHIFTS) VACATION ACCRUALS			
	0 to 10 Years of Service	10 + Years of Service	
Pay Period Accruals	5 hours 32 minutes	6 hours 27 minutes	
Annual Accruals	144 hours (6 shifts)	168 hours (7 shifts)	
Maximum Accruals and Carry Over Balances	144 hours	168 hours	Once maximum accrual is reach, NO further vacation hours will accrue

EMS employees taking one shift off for vacation and requiring the use of vacation time will be guaranteed the following pay: those employees on a 48 hour shift, taking one shift off for vacation, will be guaranteed 48 hours of pay. Employees on a 56 hour shift, taking off one shift for vacation, will be guaranteed 56 hours of pay. Employees on a 64 hour shift, taking one shift off for vacation, will be guaranteed 56 hours of pay.

~~Years of Service~~	~~Accrual per Pay Period~~	~~Annual Vacation Accrual~~	~~Maximum Accrual Allowed~~
~~0-5~~	~~3 hours 5 minutes~~	~~80 hours (10days)~~	~~80 hours~~
~~5-9~~	~~4 hours 37 minutes~~	~~120 hours (15 days)~~	~~120 hours~~
~~10+~~	~~6 hours 10 minutes~~	~~160 hours (20 days)~~	~~160 hours~~
~~**EMS ONLY** 0-10~~	~~5 hours 32 minutes~~	~~144 hours (6 shifts)~~	~~144 hours~~
~~10+~~	~~6 hours 27 minutes~~	~~168 hours (7 shifts)~~	~~168 hours~~

1. Vacation accrual will continue only as long as the employee is on paid leave; once the employee has expended all paid leave (vacation, sick leave, comp time), accrual will cease until the employee returns to work.

2. Employees on shift work may take vacation one shift at a time instead of consecutively with approval of the official or department head.

3. Vacation leave can only be taken with the prior approval of the official, department head, or supervisor, as appropriate.

4. ~~Part-time>=20 hour employees may accrue vacation equivalent to HALF the accrual for full-time employees. For example, anyone working greater than 20 hours but less than 30 hours per week will accrue vacation at 1.54 hours per pay period, no more and no less.~~

5. ~~Part-Time>=30 hour employees may accrue vacation equivalent to THREE-FOURTHS accrual for full-time employees. For example, anyone working greater than 30 hours but less than 40 hours per week will accrue vacation at 2.31 hours per pay period, no more and no less.~~

6. ~~Part-time employees who are regularly scheduled for less than 20 hours per week (including seasonal staff) shall not accrue any vacation hours.~~

7. ~~Temporary employees shall not accrue any vacation hours.~~

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

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~~Employees with less than 5 years of employment~~	~~80 hours~~
~~Employees with 5-10 years of employment~~	~~120 hours~~
~~Employees with 10 or more years of employment~~	~~160 hours~~
~~**EMS** employees with less than 10 years of employment~~	~~144 hours~~
~~**EMS** employees with 10 or more years of employment~~	~~168 hours~~

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

9. No vacation time may be "bought" without prior approval of the Commissioner's Court. 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. Vacation paid upon termination shall be computed at the rate of pay earned at the date of termination of employment. Employees who transfer to/from Williamson County, the Williamson County and Cities Health District (WCCHD) and the Community Supervision and Corrections Department (CSCD/Adult Probation), will be paid for their accrued untaken vacation as of the date of transfer so their balance does not become a liability of the new department.

10. All vacation accruals will be pro-rated based on an employee's hire date and an employee's termination date. For example, if a new employee only works one week during the normal two week pay period, they will accrue ½ or 3.08/2 or 1.54 hours of vacation the last pay period worked.

11. An individual who terminates employment with Williamson County is rehired within one year of termination will have their vacation accrual rate reinstated at the rate they were receiving upon termination. This excludes any individual being paid under the tenure plan upon termination. Vacation balances at time of termination for those individuals will not be reinstated.

12. Exempt employees may be required to use accrued leave for vacation leave, even if the leave is for less than one day. Leave will not be charged or pay reduced if the employee has worked at least eighty hours in the current pay period.

~~13. EMS employees taking one shift off for vacation and requiring the use of vacation time will be guaranteed the following pay: those employees on a 48 hour shift, taking one shift off for vacation, will be guaranteed 48 hours of pay. Employees on a 56 hour shift, taking off one shift for vacation, will be guaranteed 56 hours of pay. Employees on a 64 hour shift, taking one shift off for vacation, will be guaranteed 56 hours of pay.~~

1~~4~~3. Employees on shift work must take vacation leave at a rate commensurate with their assigned shift; they may take one shift at a time instead of taking multiple shifts consecutively, with the approval of their department head.

1~~5~~4. The Texas Constitution prohibits gifts to public employees for hours not worked, or not covered by earned leave, and the Fair Labor Standards Act, in 29 CFR 541.710, allows public employers to make deductions from the pay of exempt employees for partial-day absences, when such employees can no longer be compensated like other employees from approved leave banks. Therefore, payments to exempt employees who no longer have accrued leave would be a "gift" and in the interest of public accountability, Williamson County will reduce the pay of an exempt employee for partial-day and other absences when an exempt employee has no accrued leave from which to be compensated.

Each official or department head shall be responsible for the accurate reporting of all time worked by each employee and of all holidays, vacation leave, sick leave, jury service, and other leave.

Sick Leave (#1 & #2 Revised 10/26/2010 for clarification purposes)

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

1. With the exception of EMS employees on shift work (48, 56 & 64 hr shifts), employees will accrue at the rate of 4 hours sick leave per pay period. EMS employees on shift work (48, 56 & 64 hr shifts) will accrue 6 hours sick leave per pay period. Sick leave hours will be accrued on the payroll system.

2. With the exception of EMS employees on shift work (48, 56 & 64 hr shifts), paid sick leave is cumulative up to sixty days (480 hours). EMS employees on shift work (48, 56 & 64 hr shifts), paid sick leave is cumulative up to twenty-eight hour shifts (672 hours).

3. Part-time >=20 hour employees may accrue sick leave equivalent to HALF the accrual for full time employees. For example, those employees working greater than 20 hours but less than 30 hours per week are entitled to an accrual of 2.0 hours per pay period of sick leave, no more and no less.

4. Part-time >=30 hour employees may accrue sick leave equivalent to THREE-FOURTHS the accrual for full time employees. For example, those employees working greater than 30 hours but

less than 40 hours per week are entitled to an accrual of 3.0 hours per pay period of sick leave, no more and no less.

5. Part-time employees who are regularly scheduled for less than 20 hours per week (including seasonal staff) shall not accrue any sick leave.

6. Temporary employees shall not accrue any sick leave.

7. No sick leave may be "bought". Employees who leave County employment will not be paid for unused accrued sick leave. Employees who transfer to/from Williamson County, the Williamson County and Cities Health District (WCCHD) and the Community Supervision and Corrections Department (CSCD/Adult Probation), will also not be paid for their unused accrued sick leave. Their sick leave balance will be reset to zero and all accrued sick leave will be forfeited upon transfer so their balance does not become a liability of the new department.

8. Sick leave may only be used for sickness and medical and dental appointments of the employee, or for the employee's immediate family (family members 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 alternative form of vacation leave. Sick leave may not be converted to another form of leave to avoid entering unpaid leave status.

9. All sick accruals will be pro-rated based on an employee's hire date. For example, if a new employee only works one week during the normal two week pay period, they will accrue ½ or 4.00/2, or 2.00 hours of sick time their last pay period worked.

10. Exempt employees may be required to use accrued leave for sick leave, even if the absence is for less than one day. Leave will not be charged or pay reduced if the employee has worked at least eighty hours in the current pay period.

11. EMS employees taking one shift off due to illness and requiring the use of sick time will be guaranteed the following pay: those employees on a 48 hour shift, taking one shift off for sick, will be guaranteed 48 hours of pay. Employees on a 56 hour shift, taking off one shift for sick, will be guaranteed 56 hours of pay. Employees on a 64 hour shift, taking one shift off for sick, will be guaranteed 56 hours of pay.

12. Employees on shift work must take sick leave at a rate commensurate with their assigned shift; they may take one shift at a time instead of taking multiple shifts consecutively, with the approval of their department head.

13. Employees may be required to provide certification from a health professional that an absence was necessary and/or that the employee is fit to return to work. The County may also request additional medical opinions to verify leave or fitness for work. Employees may continue to be paid from their sick leave during any delays in returning to work that may occur.

14. The Texas Constitution prohibits gifts to public employees for hours not worked, or not covered by earned leave, and the Fair Labor Standards Act, in 29 CFR 541.710, allows public employers to make deductions from the pay of exempt employees for partial-day absences, when such employees can no longer be compensated like other employees from approved leave banks.

Therefore, payments to exempt employees who no longer have accrued leave would be a "gift" and in the interest of public accountability, Williamson County will reduce the pay of an exempt employee for partial-day and other absences when an exempt employee has no accrued leave from which to be compensated.

Each official or department head shall be responsible for the accurate reporting of all time worked by each employee and of all holidays, vacation leave, sick leave, jury service, and other leave.

Holidays

1. Holidays for each fiscal year are established by the Commissioners' Court. Past holidays have included Veterans Day; two days for Thanksgiving; two to three days for Christmas; New Year's Day; Martin Luther King Day; President's Day; Good Friday; Memorial Day; Independence Day; and Labor Day. Holidays are subject to change.

2. 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 holiday time with the exception of EMS who shall be granted holiday in 12 hour shifts. (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 holiday time, even though only half of them worked on the holiday itself, Monday.) This holiday time should normally be scheduled and taken within the pay period when the regular holiday occurs (and preferably on the holiday itself). **All departments are responsible for ensuring that holiday time is accurately reported as taken.**

3. Other employees scheduled to work on a paid holiday will be allowed alternative leave as provided in the Overtime Policy. Employees not subject to the "Plan" (see below) on shift work must take holidays at a rate commensurate with their assigned shift; they may take one shift at a time instead of taking multiple shifts consecutively, with the approval of their department head.

4. Only full time, 40 hour per week employees, are entitled to full holiday pay. Those employees defined as being PT>=20 hours and PT>=30 hours are entitled to holiday pay at half the rate of a full time employee. Those employees defined as PT<20, or Temporary are not entitled to holiday pay.

5. Unused holiday time will be banked to a maximum of 200 hours. All accrued/banked holiday balances below the maximum will be paid out upon termination/resignation of employment**. An employee transferring between departments will require paying out all holiday time upon transfer so that this time does not become a liability of the new department.**

6. To receive pay for a holiday an employee must have (1) worked or (2) been on some form of paid leave on the day or shift immediately before and immediately after the holiday.

7. Sick leave cannot be entered on a scheduled holiday even if an employee or eligible family member is sick.

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Infrastructure Department Personnel Working Four Ten Hour Days (Monday through Thursday)

Approved by Commissioners Court December 7, 2010
Effective: December 10, 2010

Usual Work Week: Employees working four ten hour days shall work Monday, Tuesday, Wednesday and Thursday. This schedule may be changed to Tuesday through Friday at the sole discretion of the supervisor. The employees shall additionally perform emergency response duty at the request of their supervisor. Emergency response duty can occur on any day of the week.

Vacation: Vacation hours will be accrued at the pay period rates defined in the Williamson County Employee Policy Manual. A single day of vacation taken requires ten hour of vacation to account for the ten hours of paid leave taken.

Sick Leave: Sick leave hours will be accrued at the pay period rates defined in the Williamson County Employee Policy Manual. A single day of sick leave taken requires ten hour of sick leave to account for the ten hours of paid leave taken.

Holidays: Eight hours of holiday leave will be credited to the employee for each County recognized holiday occurring within the pay period. A single holiday taken requires ten holiday or vacation hours for the ten hours of paid leave taken.

Example 1: A holiday occurs on a Friday. The employee accrues eight hours of holiday time but does not charge holiday time since the employee is not scheduled to work on Friday.

Example 2: A holiday occurs on a Monday, Tuesday, Wednesday or Thursday. The employee accrues eight hours of holiday time but must charge 10 hours of accrued holiday or other leave time.

Floating Holiday

Eligible employees may receive 1 floating holiday per fiscal year, with prior approval of their elected official or department head, for personal or business reasons. The floating holiday is non-cumulative and may not be "sold" or "bought". Floating holidays are not paid out upon termination or resignation from Williamson County.

Other Leave

1. 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.

2. The procedures for paying essential, non-essential and regular part-time employees in cases of severe weather closing may also be applied when County offices are officially closed for other reasons, such as funerals or non-weather related emergencies.

Leave Time During Closures of County Offices

1. County offices may be officially closed by the County Judge or his designated representative in the event of severe weather or other events as described in the "Other Leave" section. After the event, Payroll Staff in the County Auditor's office will load "Bad Weather" leave accrual time into Kronos for the total number of hours that County offices were officially closed. If County offices are closed for an entire day, bad weather leave accruals will be applied in the same amounts as holiday leave but will not carry over to the next fiscal year.

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2. All essential personnel, as identified in the Workplace Safety and Security Policy, who do not work during a severe weather closing must contact their supervisors immediately upon the County's declaration of a severe weather closing.

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~~2.~~3. If the leave event or 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).

~~3~~4.~~.~~ 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~~.~~. This includes instances when a school district where the employee resides may close or have a delayed start time due to weather conditions within their entire district. If an employee is delayed reporting to work for their regularly scheduled shift when County offices are open, the employee will need to use one of the following leave types to receive pay for this time: vacation, holiday, compensatory time, floating holiday or emergency leave (if applicable based on the definition of emergency leave). If an employee does not have one of these types of leave time available for use, they may be required to use leave without pay (LWOP) for this absence. ~~Whether an individual will be paid under these circumstances or must use some form of authorized paid leave, is left to the discretion of the department head.~~

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~~4.~~5. If an employee has vacation time or sick leave time scheduled and the County has declared bad weather time when all offices are closed, then during the same hours, an employee is allowed to enter bad weather time for those hours and reserve their vacation or sick leave time for those hours.

Emergency Operations Center (EOC) Activations When County Offices Are NOT Closed

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~~5.~~1. Upon activation of the EOC or declaration of local, state of federal disaster, Essential Personnel as defined by the Williamson County Workplace Safety and Security Policy, shall be paid or accrue leave as follows:

All Non-exempt Essential Personnel, not subject to the Guaranteed Fluctuating Hours Plan ("the plan"), may receive time and one half in lieu of comp time once they have exceeded 40 hours worked in a pay week.

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Non-exempt Essential Personnel subject to "the plan" may receive EP leave in the same amounts as holiday leave but will not carry over to the next fiscal year.

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~~All Essential Personnel may receive time and one half in lieu of comp time once they have exceeded 40 hours worked in a pay week.~~

Essential personnel who are exempt will be given EP (Essential Personnel) leave to be used at the discretion of the official or department head, as departmental budgets allow. EP leave will be paid in the same amounts as holiday leave but will not carry over to the next fiscal year. In order to provide this EP leave, all hours must be tracked and documented for exempt staff and forwarded to the payroll department.

Emergency Leave

Any official or department head may grant paid emergency leave up to 2 days per fiscal year in addition to vacation or paid sick leave for all full time 40 hour per week employees. Emergency leave may be granted for only one of the following: funeral of relatives or close friend, an employees' auto accident, or emergency repairs of an employees' home or autos. A utility outage disrupting electrical service or water service to an employee's home does not qualify for emergency leave. Another form of paid leave should be taken for these absences. Emergency leave does not carry over from one year to the next and may not be "sold" or "bought". Emergency leave is not paid out upon termination or resignation from Williamson County. Emergency leave may not be converted to any other leave.

Time Off To Vote

Williamson County encourages its employees to participate in the political process by voting in federal, state and local elections. Due to the early voting opportunities afforded citizens, employees should usually not need time off work to vote. However, supervisors may approve time off in unusual circumstances. Verification of need to be off may be required by departments. Under state law, if the polls are open for two (2) consecutive hours outside of an employee's working hours, an employer is not required to release the employee from work in order to vote. Otherwise, employees may be allowed to leave work to vote. Their time off will be without pay or they may use appropriate accrued leave time or compensatory time.

Military Leave

Military Leave

The Uniformed Services Employment and Re-employment Rights Act (USERRA) grants up to five years of military leave. The Act requires an employer to reinstate a person to his/her previous position if military service has been satisfactory according to the guidelines listed below.

1. Service of 90 days or less – veteran must be re-employed in the position he would have held if he had continued in employment without interruption for military service

2. Service of 91 days or more – the veteran must be re-employed in the same position or in a position of like seniority, status and pay.

3. For service up to 30 days – veteran must report back to work on the next regularly scheduled day after completion of duty.

4. For service of 31-180 days – veteran must apply for re-employment within 14 days following release from active duty.

5. For service of more than 180 days – veteran must apply for re-employment within 90 days of release from active duty.

The first 15 days of military leave in each fiscal year will be paid without "loss of time, vacation time or salary". All military leave after the first 15 days is considered "unpaid leave". Those individuals on military leave may choose to use vacation time accrued, compensatory time accrued, or holiday time accrued to compensate for a portion of this unpaid leave. Those individuals on guaranteed salary will be entitled to a full two weeks pay if they have worked any time during that particular pay period and are put on military leave simultaneously. The Uniformed Services Employment and Re-employment Rights Act (USERRA) grants up to five years of military leave. The Act requires an employer to reinstate a person to his/her previous position if military service has been satisfactory according to the guidelines listed below.

The Uniformed Services Employment and Re-employment Rights Act (USERRA) grants up to five years of military leave. ~~The Act requires an employer to reinstate a person to his/her previous position if military service has been satisfactory according to the guidelines listed below.~~ The act requires an employer to reinstate a person to his/her previous position and benefits if military service has been satisfactory according to the guidelines listed below. **OR – If a person is eligible to be reemployed, they must be restored to the job and benefits they would have attained if they had not been absent due to military service or, in some cases, a comparable job.**

LISA – DOES THE ABOVE MEAN AN EMPLOYEE CONTINUES TO ACCRUE VACATION AND SICK LEAVE HOURS?

~~a. Service of 90 days or less-veteran must be re-employed in the position he/she would have held if he/she had continued in employment without interruption for military service.~~

~~b. Service of 91 days or more-veteran must be re-employed in the same position or in a position of like seniority, status and pay.~~

~~c. For service up to 30 days, veteran must report back to work on the next regularly scheduled day after completion of duty.~~

~~d. For service of 31-180 days, veteran must apply for re-employment within 14 days following release from active duty.~~

~~e. For service of more than 180 days, veteran must apply for re-employment within 90 days of release from active duty.~~

WILLIAMSON COUNTY FAMILY AND MEDICAL LEAVE ACT POLICY

(Approved by Commissioner's Court on January 16, 2009)

In accordance with the Family and Medical Leave Act of 1993 and as revised January 16, 2009, Williamson County has established the following policy.

PURPOSE OF THE ACT

The Family and Medical Leave Act (FMLA) was established to balance the needs of the workplace with the needs of families, to promote the stability and economic security of families, and to promote national interests in preserving family integrity.

The new law entitles an eligible employee to job-protected, unpaid leave for 1) birth or adoption of a child of the employee, or the placement of a child with the employee for foster care; or 2) when the employee's spouse, child, or parent has a serious health condition and requires care from the employee. The law also gives employees job-protected, unpaid leave for their own serious health conditions.

EFFECTIVE DATE August 5, 1993, Revised January 16, 2009

ELIGIBLE EMPLOYEES

There are two basic requirements to be an eligible employee for FMLA purposes:

1. The employee must have been employed by Williamson County for at least 12 months (not consecutively). If an employee has a 7-year break in service, service that is more than 7 years old generally does not need to be counted.

   Williamson County will base FMLA leave on a "rolling"12-month period, measured backward from the date that a County employee first uses FMLA, but not before August 5, 1993.

2. The employee must have worked for Williamson County at least 1250 hours during the previous 12 months.

LEAVE REQUIREMENTS

Williamson County is required to grant up to 12 weeks of unpaid leave in any 12-month period for one or more of the following reasons:

Medical Leave

1. The birth of a child and the care of the child after such birth or the placement of a child for adoption or foster care.

   a. Leave for birth or placement must be within 12 months of birth or placement.

   b. Leave for the birth or placement of a child must be taken all at once.

c. Leave may begin before the birth, adoption or placement of the child.

d. If both spouses are employed by Williamson County, the 12 weeks are combined and may be split between the two employees. They are not each entitled to a 12 week leave.

e. If a spouse (as defined in 2.b below) provides pre-natal care, attends appointments and provides care after birth if spouse has a serious health condition.

2. A serious health condition of a spouse, child, or parent of the employee that involves treatment certified as medically necessary by the Health Care Provider (HCP)

a. An in-law is not considered a parent and is not included as an eligible person.

b. A spouse is defined as a husband or wife; a domestic partner is not covered by this act. (Common-law marriages will need to meet state regulations).

c. A child must be under the age of 18 or age 18 or older and incapable of self-care because of a mental or physical disability as referenced below:

An individual is "incapable of self-care" if the individual requires active assistance or supervision to provide daily self-care in any of three of the following:

Grooming	Hygiene
Bathing	Dressing
Eating	Cooking
Cleaning	Shopping
Taking Public Transportation	Paying Bills
Maintaining a Residence	Using the Post Office
Using a Telephone and Directories	

d. Intermittent leave may be taken for care of a spouse, child or parent of the employee for a serious health condition.

3. A serious health condition of an employee where an employee is unable to perform their job duties:

a. For a definite period of time; or,
b. on an intermittent basis.

A "serious health condition" is defined as a physical or mental condition that involves:

1. Inpatient care (overnight stay) in a hospital, hospice, or residential medical facility

2. Continuing treatment as defined below:

a. If a "medical necessity" exists. Medical need for leave versus voluntary treatments and procedures. If leave is intermittent or reduced schedule, employee's health care provider must state that such leave is medically necessary and explain why.

b. If a "period of incapacity" exists.
   i. duration of incapacity lasting more than 3 full consecutive calendar days;

   ii. is an in-person treatment at least once within 7 days of first day of incapacity; and

   iii. either is a regimen of continuing treatment initiated by HCP during first treatment or is an second in-person visit for treatment (necessity of which determined by HCP) within 30 days of first day of incapacity.

USE OF PAID LEAVE/UNPAID LEAVE

Williamson County will require that an employee use all their available accrued paid leave in the following sequence; sick, vacation, essential pay, compensatory and holiday earned time at the beginning of their designated FMLA leave period. Emergency leave or floating holiday leave cannot be used while on FMLA. After all available paid leave has been taken; the employee will be placed on unpaid leave for the remainder of their FMLA leave period. However, if employees on leave are receiving workers' compensation income benefits, they will receive that as their sole compensation and will neither receive County pay (unless law enforcement or guaranteed salary) nor expend previously accrued leave.

1. FMLA leave can run concurrently with an employee's lost work time under workers' compensation and may provide for medical insurance continuation if the employee is receiving workers' compensation income benefits.

As long as an employee is on FMLA leave allowable paid leave or FMLA 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 ensure both compliance with FMLA and minimum disruption to the workplace.

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.

2. Employees on FMLA leave who have "exempt" pay status under FLSA regulations will be required to use paid accrued leave to cover the hours they are not at work. When paid accrued leave is exhausted and employee is placed on unpaid FMLA leave status, exempt employees will not receive pay.

Employees who are placed on unpaid leave may be eligible for additional paid time if they are a member of the sick leave pool and are granted additional sick leave time based on the provisions of the sick leave pool program.

INITIAL NOTIFICATION REQUIREMENTS

The employee must provide the employer at least 30 days' notice before FMLA leave may begin as a foreseeable event.

In case of an emergency, notice is required as soon as practicable, generally within 1-2 business days.

When requesting leave for the first time for a particular FMLA-qualifying reason, sufficient information must be provided, dependent on the situation (qualifying reason, explanation for need of leave, provide anticipated timing and duration of leave if foreseeable) to allow the county to reasonably determine whether FMLA will apply. Calling in "sick" will not be sufficient.

When subsequently requesting leave for the same FMLA qualifying reason for which leave has previously been provided the employee need only reference the qualifying reason or state "FMLA" leave.

When sufficient notice is provided that time off may be for an FMLA event;

1. the supervisor or department head is required to ask the employee for any additional necessary information;

2. the employee must respond to same;

3. the employee must consult with the supervisor or department head in advance to make a "reasonable effort" to schedule planned treatment so as not to unduly disrupt work operations;

4. the employee must advise the supervisor or department head as soon as practicable when dates of leave change or become known.

If FMLA will be on an intermittent or reduced schedule, Williamson County reserves the right to transfer an employee to an alternate position, at the same rate of pay, which will more easily accommodate the intermittent/reduced leave schedule.

Williamson County may require an employee to periodically report on their intent to return to work.

This leave is not intended to cover any short term conditions, such as minor illnesses that last only a few days or surgical procedures that typically do not involve hospitalization and require only a brief recovery period. If complications arise out of such procedures and they develop into a serious health condition, the employee is required to notify Williamson County of their intent to go on FMLA leave.

Williamson County will notify an employee when leave is being counted against the FMLA leave entitlement.

CERTIFICATION AND RECERTIFICATION REQUIREMENTS

Williamson County requires certification issued by a health care provider to support the employee's request for leave due to serious health conditions. For intermittent FMLA leave, an employee will be contacted periodically by the Human Resources Department to provide an updated recertification. After being informed in writing, the employee must provide this certification or recertification within 15 calendar days from the post-marked date of the request. If certification or recertification is not returned at all within 15 days and employee has not provided information about their diligent, good faith efforts to provide certification, leave can be denied. Employee will be provided with a form to complete for certification purposes.

If certification or recertification is not returned at all within any required 7-day cure period (and employee has not provided information about their diligent, good faith efforts), or is timely returned but does not cure the deficiencies, leave can be denied.

Williamson County has no obligation to notify an employee that a certification or recertification has not been received in the 15-day or 7-day periods.

Williamson County also reserves the right to request certification for the return to work and the certification that an employee who is unable to return to work after the expiration of the leave is absent due to a serious health condition.

Should Williamson County have a need to authenticate, verify and/or clarify the validity of an eligible employee's certification, the County may require the employee to obtain the opinion of a second health care provider designated or approved by the County. The County will pay for the second opinion. In the event of a conflict between the first and second opinions, the County may, at its expense, obtain a third opinion from a health care provider approved jointly by the County and the employee. The third opinion will be final and binding.

"Authentication" means providing the HCP with a copy of the certification or recertification and requesting verification that the information contained on the form was completed and/or authorized by the HCP.

"Clarification" means contacting the HCP to understand the handwriting on the form or to understand the meaning of a response, but does not include asking for information beyond that required by the form.

A "significant change" includes a pattern of absences before/after scheduled days off, or longer duration of absences than specified on certification for most recent two or more episodes of incapacity and if the County receives information casting doubt upon employee's stated reason for absence ("doubt" could include reliable information that employee's off-duty activities are inconsistent with need for FMLA leave).

Williamson County may also provide the employee's doctor with a record of employee's absence pattern and ask doctor if the condition and need for leave are consistent with such a pattern.

The County may require that the eligible employee obtain subsequent recertification every 6 months.

INTERMITTENT LEAVE

When intermittent leave or a leave on a reduced schedule is requested, Williamson County may also request:

1. For a planned medical treatment, certification that includes the dates on which treatment will be required and the duration of the treatment.

2. For an employee's own serious health condition, certification must also include a statement of the medical necessity for such leave and its expected duration.

3. For care of an eligible family member, certification must also include a statement that such leave is necessary for the care of the family member who has a serious health condition, or that the employee will assist in that member's recovery, or be with the family member for psychological support, and the expected duration and schedule of leave.

HEALTH INSURANCE CONTINUATION

Williamson County will continue group health plan coverage during FMLA leave periods, including medical, dental, life insurance and long-term disability policies.

Vacation and sick leave accrual will continue only as long as the employee is on paid leave; once the employee has expended all paid leave, accrual will cease until the employee returns to work.

An employee on paid leave will continue to have their medical premiums deducted from their paycheck. An employee on unpaid leave will be responsible for payment of their insurance premiums. The employee may choose one of the following payment options:

1. Make premium payments directly to the Benefits Section of the Human Resources Department after the employee has stopped making premiums through payroll deductions; or,

2. Have the outstanding premiums automatically deducted through payroll deduction (per the Human Resources Department's defined repayment schedule) upon the employee's return to work immediately following FMLA leave. All outstanding premiums will be repaid within a maximum of six months from the date when an employee returns to paid status.

The employee will be responsible for requesting the amount due by contacting the ~~FMLA~~ Services Team Manager, Risk Management~~Administrator~~ in the Human Resources Department prior to beginning their FMLA leave period.

An employee on unpaid leave will be allowed to choose not to retain their health care coverage during FMLA leave. The employee will be reinstated as to such coverage on the same terms as prior to the leave, without any new qualifying period.

Williamson County may discontinue an employee's health care coverage if the employee's required premium is more than 30 days late.

RIGHT OF RECOVERY

Williamson County may recover its share of the health care premiums paid for the employee's insurance during any unpaid FMLA leave pay periods, if the employee fails to return to work for a reason other than 1) the continuation, recurrence, or onset of a serious health condition that would entitle the employee to FMLA leave, or 2) other circumstances that are beyond the control of the employee.

WORKERS' COMPENSATION LEAVE COORDINATION WITH FMLA

An employee who suffers a compensable on-the-job injury and begins losing time may be placed on FMLA leave to run concurrently with the employee's inability to perform their job functions as certified by a workers' compensation health care provider. Some county departments offer modified or light duty dependent on light duty requirements.

RETURN TO WORK (REGULAR POSITION)

An employee on FML due to their own serious health condition may return to work only if the County receives a complete and sufficient written assessment by the employee's health care professional certifying that the employee is fit to perform the essential duties of the employee's position.

The written assessment must be submitted at the time the employee returns to work or within 15-days after the employee would have returned to work unless it is not practicable to do so despite employee's diligent, good faith efforts.

If the leave is continuous, the County may delay reinstatement.

If the leave is intermittent or reduced schedule, the County may not delay reinstatement.

If the written assessment is not returned at all within the 15-days and the employee has not provided information about their diligent and good faith efforts and if the employee doesn't provide a new medical certification, leave can be denied and the employee terminated.

If the written assessment is not returned at all within a required 7-day cure period and the employee has not provided information about their diligent and good faith efforts and doesn't provide a new medical certification, or the written assessment is timely returned but does not cure the deficiencies, the leave can be denied and the employee terminated.

JOB REINSTATEMENT

A Williamson County employee returning from FMLA leave must be reinstated to the same or "equivalent position."

1. The job or position will provide the same pay and benefits.

2. The employee is entitled to return to the same or equivalent shift and schedule and the employee will have the same opportunity for advancement as before the leave.

3. Benefits accrued at the time of the leave will be available to the employee upon return from the leave (except paid leave used during the FMLA leave).

4. The employee is entitled to unconditional pay increases that occurred during the time of their leave (i.e. any countywide salary increases).

Reinstatement to a County department or office that has implemented employee re-organization changes may be an exception to an "equivalent position".

Other exceptions to job reinstatement granted by FMLA:

Williamson County will attempt to reinstate all employees; however, the County (as allowed by the Federal FMLA law) does not have to reinstate any exempt, salaried employee who is among the highest paid 10% of County employees. Job restoration will be denied to the exempt employee if the employee's restoration will cause "substantial and grievous economic injury" to the county. Any exempt employee affected will be notified, in writing, of the intent to deny restoration to their position. The employee will be given notice of the non-restoration status prior to the beginning of a leave or, if notice is given after the leave has begun, the employee will be given the option of returning immediately to work.

RECORD KEEPING REQUIREMENTS

Williamson County will maintain and preserve records pertaining to the FMLA through the Human Resources Department. The Williamson County Human Resources Service Team Manager, Risk Management ~~FMLA Administrator~~ will be notified of all employees who meet the criteria for going on FMLA leave and will coordinate all certification documents. These records will be maintained in accordance with the FMLA and will be upheld in the strictest confidentiality.

As mandated by the FMLA, all medical records, including doctor certifications and fitness for duty certifications; any correspondence relating to FMLA leave designations; and, all copies of employee's timesheets depicting FMLA usage will be kept separate from personnel records in each county department or office.

MILITARY EXIGENCY LEAVE - PURPOSE OF EXIGENCY LEAVE

To allow an employee who has a spouse, son or daughter, or parent in the National Guard or Reserves to take FMLA leave due to a qualifying exigency resulting from the covered family member's active military duty (or call to active duty status) in support of a contingency operation.

Definition of "Eligible Active Duty or Call to Active Duty Status"
The military member must be a member of the National Guard or Reserves; employees may not take leave if the family member is in the Regular Armed Forces except certain retired members of the Regular Armed Services.

Must be a "Federal" (not State) call to active duty.

Definition of "Covered Military Member"
A member of the military who:

1. Is "on active duty or call to active duty status;" and

2. Is an employee's spouse, son, daughter, or parent.

Definition of "Son or Daughter on Active Duty or Call to Active Duty Status"
A member of the military who:

1. Is "on active duty or call to active duty status;"

2. Is an employee's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the employee stood in loco parentis; and

3. Is of any age.

Definition of "Parent"
An employee's biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the employee when the employee was a son or daughter (as the term "son or daughter" is defined in the regulations), but does not include "parents in-law".

By implication under the regulations, the term "son or daughter" means when the employee was under age 18 or was age 18 or older and incapable of self-care because of a mental or physical disability at the time FMLA begins.

Definition of "Qualifying Exigency"
Includes any one or more of the following non-medical, non-routine activities and no others:

1. Short-notice deployment activities;
2. Military events and related activities;
3. Childcare and school activities;
4. Financial and legal arrangements;
5. Counseling activities;
6. Rest and recuperation activities;
7. Post-deployment activities; and/or
8. Additional activities.

EMPLOYEE NOTICE REQUIREMENTS

Timing
An employee must give notice of the need for exigency leave as soon as practicable, depending on the facts and circumstances, regardless of how far in advance such leave is foreseeable.

Method

Same as regular FMLA leave.
Content
Same as regular FMLA leave.

Certification (Employer Requirements)
An employer may require certain types of certification to support a request for exigency leave, and if required, employer:

1. Must request certification:
    a. within 5 business days after foreseeable leave is requested;
    b. within 5 business days after unforeseeable leave commences; or
    c. at a later date if employer has reason to question the appropriateness or duration of the leave;

2. Must request it in writing;

3. Must request it whenever a rights and responsibilities notice is required (and with the rights and responsibilities notice);

4. Must include:
    a. the actual certification form or otherwise what information is required;
    b. time period for returning (which must be at least 15 days); and
    c. consequences for not returning on time.

TYPES AND FREQUENCY OF CERTIFICATIONS

Certification of Active Duty:
For first request for exigency leave related to a particular military member and a particular active duty/call to active duty status, employer may require proof of the military member's active duty (but may not request the same information again for the same active duty/call to active duty for the same military member).

For subsequent requests for leave arising out of different active duty/call to active duty status or for different military member, employer may require proof of such military status.

Certification of Qualifying Exigency:
For first request for leave due to a particular qualifying exigency related to a particular military member, employer may require proof of the exigency (i.e., a separate certification may be required for each specific exigency; for example, within the category of childcare/school activities, one certification can be required for enrolling a child in school and another for arranging alternative childcare, but only one could be required for a series of related parent-teacher conferences).

For subsequent requests for leave arising out of a different qualifying exigency or different active duty/call to active duty status of the same military member, or for a different military member, employer may require proof of the exigency.

CONTENT OF CERTIFICATIONS

Certification of Active Duty:
Employer may require employee to provide:

1. A copy of the military member's active duty orders or other documentation issued by the military which indicates that the military member is on active duty or call to active duty status in support of a contingency operation;

2. Proof of dates of military member's active duty service;

3. Proof of covered family relationship.

Certification of Qualifying Exigency
Employer may require employee to provide a signed statement or description of facts for each particular exigency (but not an affidavit), which must be sufficient to show that the reason for leave is a qualifying exigency.

Due Date of Certification
Certification must be returned within 15 days after employer requests it, regardless of whether leave is foreseeable/unforeseeable, unless not practicable to do so despite employee's diligent, good faith efforts.

Duration of Certification
Presumably:

1. A certification of active duty is in effect for the dates of the military member's active duty status for the particular contingency operation.

2. A certification of a particular exigency related to a particular military member's active duty service is in effect for the duration of that particular exigency.

Opportunity to Cure
If certification is returned but is incomplete or insufficient, employer must provide written notice of what specific information is still needed and give employee 7 calendar days to cure the deficiencies (unless 7 days is not practicable under the particular circumstances despite the employee's diligent, good faith efforts).

Consequences for Failure to Return or Cure

1. If certification is not returned at all within 15 days and employee has not provided info about his/her diligent, good faith efforts, leave can be denied.

2. If certification is not returned at all within any required 7-day cure period (and employee has not provided info about his/her diligent, good faith efforts), or is timely returned but does not cure the deficiencies, leave can be denied.

Employer has no obligation to notify employee that a certification has not been received during the 15-day or 7-day periods.

MILITARY CAREGIVER LEAVE

Purpose of Caregiver Leave

To allow an employee who is the spouse, son or daughter, parent, or next of kin of a service member in the Regular Armed Forces, National Guard or Reserves (who has incurred a serious injury or illness in the line of duty while on active duty) to take FMLA leave to care for the service member.

AMOUNT, TIMING AND OTHER TERMS

The maximum amount of leave is 26 weeks in a single 12-month period on a per-covered service member, per-injury/illness basis (aggravation or complication of an earlier injury/illness is still the same injury/illness); measured forward from the date an employee first takes caregiver leave (any unused amount is forfeited).

During that single 12-month period, caregiver leave is combined with regular FMLA leave and the total cannot exceed 26 weeks.

If leave qualifies as both military caregiver leave and FMLA medical leave to care for a family member with a serious health condition, it must be counted as caregiver leave (it may not be counted as both caregiver leave and FMLA medical leave).

An employer can retroactively change the designation from one type to the other if otherwise permitted for retroactive designations in general, but is not required to do so.

Definition of "Covered Service Member"
A current member (including a former member on the temporary disability retired list, but excluding a member on the permanent disability retired list and other retired/discharged members) of the Regular Armed Forces, National Guard, or Reserves:

1. Who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list (TDRL), all of which can be determined by the service member's authorized health care provider;

2. For a serious injury or illness incurred in the line of duty on active duty, which can be determined by the service member's authorized health care provider.

Definition of "Serious Injury or Illness"
An injury or illness incurred by a covered service member:

1. In the line of duty on active duty; and

2. That may render the service member medically unfit to perform the duties of the service member's office, grade, rank, or rating

Note: The above determination is to be made by the service member's authorized health care provider, but if said health care provider cannot make such a determination, he/she may rely on information from an authorized DOD representative. Every injured/ill service member has an assigned DOD representative (such as a Federal Recovery Coordinator or Recovery Care Coordinator in the case of injuries classified by DOD as catastrophic or severe) who serves as a point of contact for the service member's authorized health care provider.

Definition of "Outpatient Status"
The status of a covered service member who is assigned to:

1. A military medical treatment facility as an outpatient; or

2. A unit established for the purpose of providing command and control of members of the military receiving medical care as outpatients.

Definition of "Health Care Provider"
Same definition as regular FMLA leave, with the additional requirement that the health care provider for the purpose of providing any certification required by the employer must be:

1. A DOD health care provider;
2. A Veterans Affair (VA) health care provider;
3. A DOD TRICARE network authorized private HCP; or
4. A DOD non-network TRICARE authorized private HCP

Note: TRICARE is the DOD's military health system and includes network and non-network health care providers. Military members usually receive medical care from a DOD, TRICARE or VA health care provider, but members of the National Guard and Reserves or on TDRL could receive care from a non-network TRICARE provider.

Definition of "Needed to Care For"
The definition is the same as that for regular FMLA leave.

Definition of "Medical Necessity"
The definition is the same as for regular FMLA leave, that is, "medical necessity" means medical need for leave versus voluntary treatments and procedures; if leave is intermittent or reduced schedule, doctor must certify that such leave is medically necessary and explain why.

Definition of "Son or Daughter of Covered Service Member"
A covered service member's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the covered service member stood in loco parentis, and who is of any age, meets the definition.

Definition of "Parent of a Covered Service Member"
A covered service member's biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the covered service member, but does not include "parent's in-law."

Definition of "Next of Kin of a Covered Service Member"
The nearest blood relative of a covered service member (other than his/her spouse, parent, son, daughter), in the following priority order:

1. A blood relative designated in writing by the service member as his/her nearest blood relative for purposes of caregiver leave;

2. Blood relatives who have been granted legal custody of the service member by court decree or statutory provisions;
3. Brothers and sisters;
4. Grandparents;
5. Aunts and uncles; and
6. First cousins.

Note: If there are multiple family members within same level of relationship, all are "next of kin" and each can take caregiver leave; if there is a designated next of kin, he/she is the only next of kin.

EMPLOYEE NOTICE REQUIREMENTS

Timing

If foreseeable, same as regular FMLA leave, that is, at least 30 days' advance notice or as soon as practicable, normally the same business day or next business day if off work when learns of need for leave; if less than 30 days given, employer may require explanation of why 30 days' advance notice was not practicable; if timely notice not given, the period of delay counts as non-FMLA absence.

If unforeseeable, same as regular FMLA leave, that is, as soon as practicable or, if the employer has a usual and customary leave or absence notification policy, within such reasonable time frame as is established in the employer's policy; if timely notice not given, the period of delay counts as non-FMLA absence.

Method
Same as for regular FMLA leave.

Content
Same as for regular FMLA leave.

Certification (Employer Requirements)
An employer may require certain types of certification to support a request for caregiver leave, and if required, employer:

1. must request certification:
   within 5 business days after foreseeable leave is requested;
   within 5 business days after unforeseeable leave commences; or
   at a later date if employer has reason to question the appropriateness or duration of the leave;

2. must request it in writing;
3. must request it whenever a rights & responsibilities notice is required (and with the rights & responsibilities notice);
4. must include:

    a. the actual certification form or otherwise what information is required;
    b. time period for returning (which must be at least 15 days); and
    c. consequences for not returning on time.

TYPES AND FREQUENCY OF CERTIFICATIONS

Certification of Military Status
For first request for caregiver leave related to a particular serious injury/illness of a particular service member, employer may require proof of the service member's military status (but may not request the same information again for the same serious injury/illness of the same service member);

For subsequent requests for leave arising out of different serious injury/illness of the same service member or a serious injury/illness of a different service member, employer may require proof of such military status.

Certification of Serious Injury/Illness
For first request for leave due to a particular serious injury/illness of a particular service member, employer may require proof of the serious injury/illness (aggravation of or complications arising out of a particular serious injury/illness are considered to be the same serious injury/illness);

For subsequent requests for leave arising out of a different serious injury/illness of the same service member or a serious injury/illness of a different service member, employer may require proof of the serious injury/illness.

CONTENT OF CERTIFICATIONS

Certification of Military Status
Employer may require employee to provide a written statement with:

1. Name of the service member;

2. Relationship of employee to service member (and employer may request proof of it);

3. Whether the service member is a current member of the Regular Armed Forces, National Guard, or Reserves, and if so, service member's military branch, rank, and current unit assignment;

4. Whether the service member is assigned to a military medical facility as an outpatient or to a unit established for the purpose of providing command and control of members of the armed forces receiving medical care as outpatients (such as a medical hold or warrior transition unit), and if so, name of the medical facility or unit;

5. Whether the service member is on the temporary disability retired list;

6. Description of the care to be provided to the service member; and

7. Estimate of leave needed.

Certification of Serious Injury or Illness
Employer may require medical certification of a serious injury or illness, which may include:

1. Contact info for health care provider (name, address, phone, fax, e-mail);

2. Whether the HCP is a DOD HCP, VA HCP, DOD TRICARE network authorized private HCP, or DOD non-network TRICARE authorized private HCP;

3. Whether the serious injury/illness was incurred in line of duty on active duty;

4. Approximate date on which it commenced and its probable duration;

5. Statement or description of appropriate medical facts sufficient to support need for leave, to verify service member is medically unfit to perform the duties of his/her military job (office, grade, rank, or rating), and whether receiving medical treatment, recuperation or therapy;

6. Information sufficient to establish that service member is in need of care;

7. Beginning and ending dates for period care is needed including treatment and recovery (if continuous leave), medical necessity of periodic care and estimate of treatment schedule and appointments (if intermittent or reduced schedule leave for planned medical treatment), medical necessity of periodic care and estimate of frequency and duration of periodic care (if intermittent or reduced schedule leave other than for planned medical treatment).

Special Automatic Certification
DOD may issue a special invitation to any member(s) of a service member's family when a DOD HCP has determined that the injury/illness is serious enough to warrant the immediate presence of a family member at service member's bedside.

If DOD issues an invitational travel order (ITO) or invitational travel authorization (ITA) for "medical purposes" to any member(s) of the service member's family (even if the employee's own name is not on it), the ITO or ITA constitutes automatic certification of military status and serious injury/illness (although employer may require proof of a covered family relationship between the employee and service member).

Duration of Certifications
ITO/ITA Certification: An ITO or ITA is in effect for the duration specified on it; once it expires, the employer may require certification of military status and serious injury/illness pursuant to the normal rules already discussed.

Normal Certification: Medical certification is in effect for duration of the condition and period leave is needed as specified on the certification, up to a maximum period of 12-months beginning on the date employee first takes caregiver leave for a particular serious injury/illness of a particular

service member (once the single 12-month period expires, any unused caregiver leave entitlement is forfeited, but employee may qualify for regular FMLA leave to care for a family member with a "serious health condition," and if so, can be required to submit a regular medical certification for it).

Due Date of Certification
Certification must be returned within 15 days after employer requests it, regardless of whether leave is foreseeable/unforeseeable, unless not practicable to do so despite employee's diligent, good faith efforts.

A complete and sufficient certification or recertification is required:

1. "Incomplete" means one or more of the applicable entries have not been complete.

2. "Insufficient" means the info provided is vague, ambiguous, or nonresponsive
(It may be insufficient if any answer to a question is "lifetime,""unknown,"or indeterminate").

Opportunity to Cure
If certification is returned but is incomplete or insufficient, employer must provide written notice of what specific information is still needed and give employee 7 calendar days to cure the deficiencies (unless 7 days is not practicable under the particular circumstances despite the employee's diligent, good faith efforts).

Consequences for Failure to Return or Cure

1. If certification is not returned at all within 15 days and employee has not provided info about his/her diligent, good faith efforts leave can be denied.

2. If certification is not returned at all within any required 7-day cure period (and employee has not provided info about his/her diligent, good faith efforts), or is timely returned but does not cure the deficiencies, leave can be denied.

Employer has no obligation to notify employee that a certification has not been received during the 15-day and 7-day periods.

Authentication and Clarification

1. If certification (or ITO/ITA) is complete/sufficient, employer's HR professional, leave administrator, a management official, or HCP (but not the employee's immediate supervisor)may contact the service member's HCP (or DOD representative) directly to authenticate and/or clarify the certification (or ITO/ITA)

2. "Authentication means providing HCP (or DOD rep) with a copy of the certification (or ITO/ITA) requesting verification that the info contained on the form was completed and/or authorized by the HCP (or DOD rep); no service member HIPAA consent required.

3. "Clarification" means contacting the HCP (or DOD rep) to understand the handwriting on the form or to understand the meaning of a response, but does not include asking for information

beyond that permitted by the regulations; HIPAA consent from the service member may be required by service member's HCP.

4. Employee is responsible for ensuring that the service member provides HCP with any required HIPAA consent for employer to communicate with HCP, but if employee or service member fails or refuses to do so, leave can be denied (employer may not require a HIPAA consent at any time, such as at time leave is requested).

Second and Third Opinions

Second and third opinion certifications of a serious injury/illness are not permitted.

Re-certifications

Re-certifications of a serious injury/illness are not permitted.

WILLIAMSON COUNTY SICK LEAVE POOL POLICY

AUTHORITY

LOCAL GOVERNMENT CODE:
CHAPTER 157. ASSISTANCE, BENEFITS, AND WORKING CONDITIONS OF COUNTY OFFICERS AND EMPLOYEES
SUBCHAPTER E. POOLING OF SICK LEAVE BY COUNTY EMPLOYEES

PURPOSE

The purpose of the First Amended Williamson County Sick Leave Pool (SLP) is to provide additional sick leave time to Williamson County (County) Employees in the event of a Catastrophic Illness or Injury that prevents an employee from active employment. Time may be granted from the SLP only after the Employee has exhausted all accrued sick, vacation or other compensatory time (if applicable).

DEFINITIONS

A. Administrator:

The Administrator shall mean the person designated by the Williamson County Commissioners Court to serve as the administrator of the SLP program.

B. Catastrophic Illness or Injury:

A Catastrophic Illness or Injury means an illness, injury, impairment or physical or mental condition of an Employee or a member of the Employee's Immediate Family that (i) forces the Employee to exhaust all accrued leave time (sick leave, vacation, and compensatory time (if applicable)); (ii) to lose compensation with the County; and (iii) which involves, at a minimum, **one of the following**:

1. Hospital Care

   - Inpatient care in a hospital, hospice, or residential medical care facility, including any period of Incapacity or subsequent treatment in connection with or consequent to such inpatient care.
   - Inpatient care is at least one overnight stay.

   Examples: surgery, pneumonia

2. Absence Plus Treatment

   A period of Incapacity of more than three (3) consecutive calendars days which also involves:

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- Treatment two or more times by a Licensed Health Practitioner, by a nurse or physician's assistant under direct supervision of a Licensed Health Practitioner, or by a provider of health care services under orders of, or on referral by a Licensed Health Practitioner; or
- Treatment by a Licensed Health Practitioner on at least one occasion which results in a regimen of continuing treatment under the supervision of the Licensed Health Practitioner. Treatment includes examinations to determine if a Catastrophic Illness or Injury exists and evaluations of the condition. Treatment does not include routine physical examinations, eye examinations, or dental examinations.

Examples: physical therapy.

3. Chronic Conditions Requiring Treatments

A chronic condition which:

- Requires periodic visits for treatment by a Licensed Health Practitioner, or by a nurse or physician's assistant under direct supervision of a Licensed Health Practitioner
- Continues over an extended period of time (including recurring episodes of a single underlying condition); and
- May cause episodic rather than a continuing period of Incapacity

Examples: asthma, diabetes, epilepsy

4. Permanent/Long-Term Conditions Requiring Supervision

A period of Incapacity which is permanent or long term due to a condition for which treatment may not be effective. The Employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a Licensed Health Practitioner.

Examples: Alzheimer's, severe stroke, or terminal stages of a disease

5. Multiple Treatments (Non-Chronic Conditions)

- Any period of absence to receive multiple treatments (including period of recovery) by a Licensed Health Practitioner either for restorative surgery after an accident or other injury; or
- A condition that would likely result in a period of Incapacity of more than three (3) consecutive calendar days in the absence of medical intervention or treatment.

Examples: chemotherapy, kidney dialysis, physical therapy for severe arthritis.

Other examples of Catastrophic Illnesses or Injuries which meet one of the six criteria:

- Back conditions requiring extensive therapy or surgery
- Heart conditions
- Most types of cancers
- Severe respiratory conditions
- Severe arthritis

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- Severe nervous disorders
- Injuries caused by serious accidents
- Miscarriage
- Complications related to pregnancy
- Kidney disease

Conditions which normally do not meet one of the six criteria and are not normally considered Catastrophic Illnesses or Injuries*

- Migraines/ Headaches
- Common cold
- Flu
- Earaches
- Upset stomach
- Minor ulcers
- Childbirth (without complications)
- Normal recovery from childbirth (without complications)
- Routine dental or orthodontic problems
- Absence due to substance abuse
- Stress

*At the complete and absolute discretion of the SLP Committee, these could be considered Catastrophic Illnesses or Injuries if the individual was incapacitated for more than three (3) consecutive calendar days, he or she visits a Licensed Health Practitioner during the period of Incapacity, and he or she follows a regimen of care prescribed by the Licensed Health Practitioner.

C. Employee:

Employee shall mean a County employee with twelve (12) or more months of continuous services with the County who is paid from either the general fund of the County, from a special fund of the County or from special grants paid through the County.

D. Employee's Immediate Family:

The Employee's Immediate Family shall include and be limited to the Employee's Spouse, Child, or Parent. For purposes of this policy, spouse, child and parent shall have the following meanings:

Parent - A biological parent of an Employee or an individual who stood in the place of a parent to an Employee when the Employee was less than eighteen (18) years of age.

Child - A child shall mean and include:

- The Employee's biological, adopted or foster child.
- The Employee's stepchild.
- A child for whom legal guardianship has been awarded to the Employee and/or the Employee's spouse.

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- A spouse's biological, adopted or foster child.

The definition of a Child is subject to the following conditions and limitations:

- A child shall include any unmarried dependent child less than 18 years of age.
- A child shall also include any unmarried dependent child who is 18 years or older, but less than 25 years of age only if the Employee furnishes evidence to the SLP Administrator, to his or her satisfaction, of all of the following conditions:

- The child must not be regularly employed on a full time basis;

-The child must be a full-time student; and

-The child must be primarily dependent upon the Employee for support and maintenance.

Spouse - A Spouse shall mean the husband or wife of the Employee.

E. FMLA:

FMLA means the Family and Medical Leave Act. Leave under FMLA is normally an unpaid leave, up to 12 work weeks/60 work days. In order to be eligible for leave under the FMLA, an Employee must have worked at least 12 months (does not have to be consecutive) with the County and have worked at least 1,250 hours as of the date of the qualifying event (vacation & sick leave hours do not count as hours worked).

F. Incapacity:

Incapacity is inability to work or perform other regular daily activities due to a Catastrophic Illness or Injury, treatment therefore, or recovery there from.

G. Intermittent Leave:

Intermittent Leave shall mean leave taken in separate periods of time due to a single illness or injury, rather than for one continuous period.

H. Licensed Health Practitioner:

A Licensed Health Practitioner shall mean a licensed doctor of medicine or osteopathy, or any licensed professional determined by the SLP Committee to be a legitimate provider capable of providing health care services.

I. Open Enrollment Period:

The Open Enrollment Period for the SLP shall be during the month of September of each year, with dates established by the SLP Administrator. The new year for the SLP begins on October 1st of each year. The Williamson County Commissioners Court reserves the right to change the

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Open Enrollment Period at any time or allow an additional special enrollment period during any fiscal year of the SLP program.

J. SLP Committee:

The SLP Committee shall be a volunteer committee composed of at least five (5) voting members (County Employees, Department Directors and/or Elected Officials) and two (2) nonvoting members (HR Director and Public Health Nurse), who shall all be appointed by the Commissioners Court.

ADMINISTRATION OF THE SLP

A. Administrator. In addition to the duties and obligations specifically set forth herein below, the SLP Administrator shall be responsible for developing mechanisms to transfer accrued sick leave into and out of the SLP; developing rules and procedures for the operation of the SLP; and developing forms for contributing to, or using leave from, the SLP.

B. SLP Committee. The SLP Committee shall, in addition to the duties and obligations specifically set forth herein below, be responsible for reviewing all employee requests for use of time from the SLP. A simple quorum of the committee members (3 SLP Committee members) will be required to take any action relating to the granting or denying of an Employee's request to use time from the SLP. The decisions of the SLP Committee shall be based on a simple majority of the quorum. In the event of a tie vote, the SLP Administrator shall vote in order to break the tie. Each member of the SLP Committee shall serve for a one (1) year term. In the event that a member of the SLP Committee resigns prior to the expiration of his or her term, the vacancy left by the resigning member shall be immediately filled by the Commissioners Court. The SLP Committee members shall elect a Chairperson, a Vice-Chairperson and a Secretary at each initial yearly meeting of the SLP Committee.

C. Public Health Nurse. On an "as needed" basis, a Public Health Nurse, which is selected by the SLP Committee, shall provide recommendations to the SLP Committee and correspond with any medical authority for clarifications as required.

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POOL MEMBERSHIP

A. Except as otherwise provided herein and in addition to any other eligibility requirements set forth hereunder, each regular full-time Employee shall be eligible to join the SLP program so long as such Employee satisfies one of the two following criteria (1) twelve (12) months of continuous "creditable" service with the County (2) the employee contributes a minimum of 8 hours sick leave during the annual open enrollment period for that plan year.

B. Each Employee desiring to join the SLP may contribute not less than eight (8) hours and not more than forty (40) hours of accrued sick leave into the SLP. SLP contributions shall be made only in minimum increments of eight (8) hours each.

C. Employees shall only be able to join the SLP during an Open Enrollment Period or during any special enrollment period that may be offered by the SLP Committee and/or the Williamson County Commissioners Court.

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D. New hires (employees newly hired by the County) may join the SLP no later than thirty (30) days following twelve (12) months of continuous "creditable" service with the County; provided, however, such new hire cannot join the SLP at such time unless he or she can donate the minimum of 8 hours of sick time. If the new hire either fails to join within the said time period or if he or she is unable to join due to an inadequate sick leave balance, such new hire will be required to either wait until the next annual Open Enrollment Period or wait until any special enrollment period that may be offered by the SLP Committee and/or the Williamson County Commissioners Court.

E. In order to join the SLP, an Employee must submit a SLP Enrollment and Contribution Form or go through the Online Open Enrollment Process with ~~to~~ the Williamson County Human Resources Department prior to the end of each Open Enrollment Period or prior to the end of any special enrollment period. SLP Enrollment and Contribution Forms are available at the Williamson County Human Resources Department. An Employee's membership in the SLP shall be for a period of twelve (12) months beginning on the first day following each annual Open Enrollment Period. In the event that a special enrollment period is offered by the SLP Committee and/or the Williamson County Commissioners Court during the twelve (12) month period following the prior Open Enrollment Period, an Employee that enrolls during such period shall be a member of the SLP program from the date of enrollment until the next Open Enrollment period.

F. **In order to maintain enrollment in the SLP from year to year, whether such Employee enrolled in the SLP program during an Open Enrollment Period or during a special enrollment period, each Employee must renew his or her membership in the SLP by contributing not less than eight (8) hours and not more than forty (40) hours of accrued sick leave into the SLP each year during the next Open Enrollment Period. Only one donation each fiscal year is required to maintain membership in the SLP. Except as otherwise specifically set forth herein, an Employee's failure to enroll during an Open Enrollment Period or during a special enrollment period, if offered, will result in the termination of the Employee's continued membership in the SLP.**

G. Each hour that an Employee donates to the SLP will be permanently subtracted from the Employee's accrued sick leave balance that is on file as of closeout of the Open Enrollment Period or the special enrollment period in which the Employee joined the SLP. No advances on sick leave accruals will be granted to allow an Employee to meet the minimum required contribution.

H. An Employee's contribution of accrued sick leave hours shall be irrevocable and the Employee, by making such contribution, agrees to release any and all rights and interest in and to the contributed sick leave hours.

I. The accrued sick leave hours that an Employee contributes to the SLP shall become the property of the SLP and cannot be returned in the event the Employee dies, retires, resigns, is terminated, is placed on temporary suspension or otherwise fails to maintain his or her membership in the SLP from year to year.

J. The time contributed to the SLP cannot be designated to be given to any particular Employee.

K. There is no guarantee that a contributing Employee will receive or be eligible to be reimbursed any time that he or she contributes to the SLP should such Employee have a need to make application for SLP time at a later date.

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L. Upon the conclusion of twelve (12) months following the prior year's Open Enrollment Period, any unused time that remains in the SLP shall be determined and carried forward for the next twelve (12) month period of the SLP.

M. An Employee who is terminated, who resigns or who retires may donate not more than eighty (80) hours of their accrued sick leave prior to the time of their departure from County employment.

N. If, at any time, the sick leave available through the SLP falls below the number of days equal to two times (2x) the number of members of the SLP, each Employee member may voluntarily contribute eight (8) additional hours of accrued sick leave time to the SLP in order to maintain membership in the SLP. This type of contribution would be considered an emergency allocation that is necessary to bring the pool up to the amount of hours needed to maintain the continued operation of the SLP.

GRANTING OF TIME FROM SLP

A. The SLP may only be granted to and used by an Employee (1) for a Catastrophic Illness or Injury that makes the Employee unable to perform the Employee's job; or (2) to care for the Employee's Immediate Family member, who has a Catastrophic Illness or Injury. Furthermore, SLP time will not be granted to an Employee unless the Employee would also qualify for use of sick leave under the County's benefits policies.

B. Intermittent Leave may be granted so long as such leave qualifies as a Catastrophic Illness or Injury hereunder. Such Intermittent Leave grants are normally approved with the intent of providing the member time to come back to work.

C. Pregnancy will not be covered by the SLP, but complications due to pregnancy or delivery that qualify as a Catastrophic Illness or Injury will be considered.

D. SLP time will not be granted to an Employee when he or she is receiving worker's compensation benefits under the Texas Workers Compensation Act. SLP time will also not be granted in cases where the Employee's receipt of SLP time would allow such employee to have paid time past the ending date of their current entitlement to FMLA leave.

E. During each twelve (12) month period following an Open Enrollment Period, the maximum amount of SLP time that may be granted to an eligible Employee shall not exceed one-third (1/3) of the total amount of the SLP, or one hundred twenty (120) hours, whichever is less as of the time of the Employee's application.

F. If an Employee who has received time from the SLP returns to work and he or she or his or her Immediate Family Member later becomes ill again from the same or different Catastrophic Illness or Injury within the same twelve (12) month period, the Employee may apply for additional SLP time for follow up medical treatment if the employee has again exhausted all applicable accruals due to the Catastrophic Illness or Injury or has not earned accruals since returning to work; provided, however, such Employee shall not be granted any amount of SLP time that would cumulatively exceed the lesser of one-third (1/3) of the total amount of the SLP as of the time of the Employee's initial application for SLP time, or one hundred twenty (120) hours.

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G. Requests for the granting of additional time from the SLP must be applied for by the Employee and shall not be automatically granted.

H. An Employee cannot receive time from the SLP if the Employee is placed on temporary suspension, is on approved leave of absence or is otherwise terminated.

I. All unused time that was granted to an Employee from the SLP shall be returned to the SLP.

J. The grant of time from the SLP to an employee shall terminate upon the earliest occurrence of the following:

1. The date the Employee returns to work; or

2. The exhaustion of the specific amount of time that the SLP Committee granted to the Employee, unless the SLP Committee has granted the Employee additional SLP time and, in such case, upon the exhaustion of any additional SLP time that was granted to the Employee; or

3. The effective date of the Employee's termination (including termination due to the Employee's death), suspension, leave of absence, retirement, or resignation; or

4. The Employee has used the maximum amount of SLP time allowable under this policy; or

5. The SLP Committee determines that the Employee is no longer eligible to receive any further or additional time from SLP.

PROCEDURE

A. An eligible Employee must apply for permission to receive time from the SLP by submitting a SLP Withdrawal Request Form to the SLP Administrator. The SLP Withdrawal Request Forms shall be available at the Williamson County Human Resources Department. Each SLP Withdrawal Request Form must be completely filled out and include the following:

1. The date on which the Catastrophic Illness or Injury commenced;

2. The probable duration of the Catastrophic Illness or Injury;

3. The appropriate medical factors within the knowledge of the Employee's Licensed Health Practitioner regarding the Catastrophic Illness or Injury;

4. A statement from the Licensed Health Practitioner that the Employee is unable to perform the functions of his or her position;

5. The anticipated date the Employee will be eligible to return to work;

6. The amount of time requested from the SLP;

7. If the Employee is applying for SLP time in order to care for an Immediate Family Member, the Employee must include a statement from the Immediate Family Member's Licensed Health Practitioner that the eligible Employee is needed to care for his or her Immediate Family

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Member, along with an estimate of the amount of time that the Employee is needed to care for his or her Immediate Family Member; and

8. Any other information that the Administrator or the SLP Committee deems necessary.

B. The completed SLP Withdrawal Request Form, along with all of the required documentation and information must be submitted no more than ten (10) days prior to the exhaustion of all of the Employee's accrued sick leave, vacation and compensatory time. The obligation to submit said form and required documentation and information shall be the Employee's responsibility. The Employee's failure to complete the said form and provide the required documentation and information may result in the denial or delay of any grant of time from the SLP. If an Employee is critically ill and unable to file the SLP Withdrawal Request Form and required documentation and information, the Employee's supervisor or department head may, at the request of the Employee's family, submit the request form and required documentation and information; provided, however, the department head or supervisor must obtain a written consent form for the applicable HIPAA and FMLA privacy laws in order to take such action.

C. Upon receipt of an Employee's completed SLP Withdrawal Request Form (along with all required documentation and information), the SLP Administrator shall review the request and provide a recommendation to the SLP Committee.

D. The SLP Committee shall call a meeting in order to review both the Employee's completed SLP Withdrawal Request Form (along with all required documentation and information) and the Administrator's recommendation. At such called meeting, the SLP Committee shall vote based on the terms and conditions of this policy to approve, deny or modify the amount of time that an Employee is requesting from the SLP. **The SLP Committee's decision to approve, deny or modify the amount of time that an Employee is requesting from the SLP shall be final**. The requesting Employee or a member of his or her family may be required to appear at a called meeting before the SLP Committee in order to substantiate the request. The SLP Committee may, at its sole discretion, require that the supervisor, department head and/or elected official under which the requesting employee works appear and/or provide any information and testimony that the SLP Committee deems necessary for its deliberation of whether or not to approve, deny or modify the amount of time that an Employee is requesting from the SLP. Previous FMLA qualifying events shall not be taken into consideration when approving/disapproving leave from the SLP, however non-FMLA leave usage from the date of hire up to the SLP request may be considered when approving/disapproving leave from the SLP.

E. In the event the SLP Committee votes in favor of granting time from the SLP to a requesting Employee, the SLP Committee shall notify the Administrator of the amount of SLP time that has been granted. The Administrator shall then approve the transfer of that amount of time from the SLP to the Employee. The amount of SLP time granted to an Employee shall be credited to the Employee and shall be used in the same manner as accrued sick leave. Furthermore, in accordance with state law, an Employee absent on sick leave assigned from the SLP is treated for all purposes as if the Employee were absent on earned sick leave.

F. The SLP Committee may require an Employee, who has been granted time from the SLP, to undergo periodic return visits to his or her Licensed Health Practitioner to assess progress and make continuing reports to the Committee. If the SLP Committee determines that the Employee is

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no longer eligible to receive time from the SLP, the SLP Committee can withdraw its existing grant of SLP time to the employee and discontinue any further transfers of SLP time to such Employee.

G. The SLP Committee reserves the right to modify or waive any requirement or condition listed herein, with the approval of the Commissioners Court, to address any special or unusual circumstances that may arise.

H. Sick leave granted from the SLP may not be used to pay for holidays and shall only be used for approved workdays. An Employee that is on shift work (i.e., other than normal forty [40] hour work weeks) must provide a copy of his or her shift schedule for the entire duration of the requested SLP grant. In the event this type of Employee is granted time from the SLP, he or she will be charged the corresponding hours of their respective duty shifts (i.e., 12 or 24 hours vs. an 8 hour shift).

I. Each Employee that receives a grant of time from the SLP must return to work after he or she has been released by his or her Licensed Health Practitioner. A Fitness for Duty Form must be completed by a Licensed Health Practitioner and be returned to the Williamson County Human Resources Department before an Employee on a SLP grant may return to work. The Fitness for Duty Form shall advise if the Employee is fit for duty and list any and all restrictions relating to the Employee's return to work.

J. FMLA leave shall run concurrently with leave granted from the SLP.

K. The estate of a deceased Employee shall not be entitled to payment for unused sick leave acquired by the Employee from the SLP.

L. An Employee shall not earn sick leave, annual leave, vacation time or any other type of paid leave when receiving time from the SLP. However, allocated time from the SLP shall be included in computing an Employee's length of service with the County.

MISCELLANEOUS PROVISIONS

A. The County may discontinue and/or terminate the SLP program without cause or liability upon one hundred twenty (120) days written notice to all Employees that are participating in the SLP program as of the date of its termination.

B. If any provision of this SLP shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire SLP will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. If any provision of this SLP is determined to be invalid or unenforceable, it is the desire and intention of the County that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this SLP.

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C. The guidelines, terms and conditions of this SLP program may be amended at any time upon the recommendation of the SLP Committee. Any recommended amendments must be approved by the Commissioners Court.

SLP REQUIRED FORMS

The following forms may be obtained from the Williamson County Human Resources Department:

A. SLP Enrollment and Contribution Form
B. SLP Withdrawal Request Form
C. Fitness For Duty Form

NOTE: The above referenced forms may be revised periodically. It is the Employee's obligation and responsibility to check with the Williamson County Human Resources Department to ensure correct forms are used.

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Sick Leave Pool

(Effective 10/1/2009, Approved by Commissioner's Court on September 15, 2009)

Authority
LOCAL GOVERNMENT CODE:
CHAPTER 157. ASSISTANCE, BENEFITS, AND WORKING CONDITIONS OF COUNTY OFFICERS AND EMPLOYEES
SUBCHAPTER E. POOLING OF SICK LEAVE BY COUNTY EMPLOYEES

PURPOSE

The purpose of the Williamson County Sick Leave Pool (SLP) is to provide additional sick leave time to Williamson County (County) Employees in the event of a Catastrophic Illness or Injury that prevents an employee from active employment. Time may be granted from the SLP only after the employee has exhausted all accrued sick, vacation or other compensatory time (if applicable).

DEFINITIONS

1. Administrator

The Administrator shall mean the person designated by the Williamson County Commissioners Court to serve as the administrator of the SLP program.

2. Catastrophic Illness or Injury

A Catastrophic Illness or Injury means an illness, injury, impairment or physical or mental condition of an Employee or a member of the employee's immediate family that (i) forces the employee to exhaust all accrued leave time (sick leave, vacation, and compensatory time (if applicable)); (ii) to lose compensation with the County; and (iii) which involves, at a minimum, **one of the following**:

a. Hospital Care

i. Inpatient care in a hospital, hospice, or residential medical care facility, including any period of Incapacity or subsequent treatment in connection with or consequent to such inpatient care.

ii. Inpatient care is at least one overnight stay.

Examples: surgery, pneumonia

b. Absence Plus Treatment

A period of Incapacity of more than three (3) consecutive calendars days which also involves:

i. Treatment two or more times by a Licensed Health Practitioner, by a nurse or physician's assistant under direct supervision of a Licensed Health Practitioner, or by a provider of health care services under orders of, or on referral by a Licensed Health Practitioner; or

ii. Treatment by a Licensed Health Practitioner on at least one occasion which results in a regimen of continuing treatment under the supervision of the Licensed Health Practitioner. Treatment includes examinations to determine if a Catastrophic Illness or Injury exists and evaluations of the condition. Treatment does not include routine physical examinations, eye examinations, or dental examinations.

Examples: physical therapy.

c. Chronic Conditions Requiring Treatments

A chronic condition which:

i. Requires periodic visits for treatment by a Licensed Health Practitioner, or by a nurse or physician's assistant under direct supervision of a Licensed Health Practitioner

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~~ii. Continues over an extended period of time (including recurring episodes of a single underlying condition); and~~
~~iii. May cause episodic rather than a continuing period of Incapacity~~
~~Examples: asthma, diabetes, epilepsy~~
~~d. Permanent/Long-Term Conditions Requiring Supervision~~
~~A period of incapacity which is permanent or long term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by a Licensed Health Practitioner.~~
~~Examples: Alzheimer's, severe stroke, or terminal stages of a disease~~
~~e. Multiple Treatments (Non-Chronic Conditions)~~
~~i. Any period of absence to receive multiple treatments (including period of recovery) by a Licensed Health Practitioner either for restorative surgery after an accident or other injury; or~~
~~ii. A condition that would likely result in a period of incapacity of more than three (3) consecutive calendar days in the absence of medical intervention or treatment.~~
~~Examples: chemotherapy, kidney dialysis, physical therapy for severe arthritis.~~
~~Other examples of Catastrophic Illnesses or Injuries which meet one of the six criteria:~~
~~i. Back conditions requiring extensive therapy or surgery~~
~~ii. Heart conditions~~
~~iii. Most types of cancers~~
~~iv. Severe respiratory conditions~~
~~v. Severe arthritis~~
~~vi. Severe nervous disorders~~
~~vii. Injuries caused by serious accidents~~
~~viii. Miscarriage~~
~~ix. Complications related to pregnancy~~
~~x. Kidney disease~~
~~Conditions which normally do not meet one of the six criteria and are not normally considered Catastrophic Illnesses or Injuries*~~
~~i. Migraines/ Headaches~~
~~ii. Common cold~~
~~iii. Flu~~
~~iv. Earaches~~
~~v. Upset stomach~~
~~vi. Minor ulcers~~
~~vii. Childbirth (without complications)~~
~~viii. Normal recovery from childbirth (without complications)~~
~~ix. Routine dental or orthodontic problems~~
~~x. Absence due to substance abuse~~
~~xi. Stress~~
~~*At the complete and absolute discretion of the SLP Committee, these could be considered Catastrophic Illnesses or Injuries if the individual was incapacitated for more than three (3) consecutive calendar days, he or she visits a Licensed Health Practitioner during the period of Incapacity, and he or she follows a regimen of care prescribed by the Licensed Health Practitioner.~~
~~3. Employee~~
~~Employee shall mean a County employee with twelve (12) or more months of continuous services with the County who is paid from either the general fund of the County, from a special fund of the County or from special grants paid through the County.~~

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~~4. Employee's Immediate Family~~

~~The employee's immediate family shall include and be limited to the employee's spouse, child, or parent. For purposes of this policy, spouse, child and parent shall have the following meanings:~~

~~Parent – A biological parent of an employee or an individual who stood in the place of a parent to an employee when the employee was less than eighteen (18) years of age.~~

~~Child – A child shall mean and include:~~

- ~~The employee's biological, adopted or foster child.~~
- ~~The employee's stepchild.~~
- ~~A child from whom legal guardianship has been awarded to the employee and/or the employee's spouse.~~
- ~~A spouse's biological, adopted or foster child.~~

~~The definition of a child is subject to the following conditions and limitations:~~

- ~~A child shall include any unmarried dependent child less than 18 years of age.~~

- ~~A child shall also include any unmarried dependent child who is 18 years or older, but less than 25 years of age only if the employee furnishes evidence to the SLP Administrator, to his or her satisfaction, of all of the following conditions:~~

~~The child must not be regularly employed on a full time basis;~~

~~The child must be a full-time student; and~~

~~The child must be primarily dependent upon the employee for support and maintenance.~~

~~Spouse – A spouse shall mean the husband or wife of the employee.~~

~~5. FMLA~~

~~FMLA means the Family and Medical Leave Act. Leave under FMLA is normally an unpaid leave, up to 12 work weeks/60 work days. In order to be eligible for leave under the FMLA, an Employee must have worked at least 12 months (does not have to be consecutive) with the County and have worked at least 1,250 hours as of the date of the qualifying event (vacation & sick leave hours do not count as hours worked).~~

~~6. Incapacity~~

~~Incapacity is inability to work or perform other regular daily activities due to a Catastrophic Illness or Injury, treatment therefore, or recovery there from.~~

~~7. Intermittent Leave~~

~~Intermittent Leave shall mean leave taken in separate periods of time due to a single illness or injury, rather than for one continuous period.~~

~~8. Licensed Health Practitioner~~

~~A Licensed Health Practitioner shall mean a licensed doctor of medicine or osteopathy, or any licensed professional determined by the SLP Committee to be a legitimate provider capable of providing health care services.~~

~~9. Open Enrollment Period~~

~~The Open Enrollment Period for the SLP shall be during the month of September of each year, with dates established by the Administrator. The new-year for the SLP begins on October 1st of each year.~~

~~10. SLP Committee~~

~~The SLP Committee shall be a volunteer committee composed of at least five (5) voting members (County Employees, Department Directors and/or Elected Officials) and two (2) nonvoting~~

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members (HR Director and Public Health Nurse), who shall all be appointed by the Commissioners Court.

Administration of The SLP

1. Administrator - In addition to the duties and obligations specifically set forth herein below, the SLP Administrator shall be responsible for developing mechanisms to transfer accrued sick leave into and out of the SLP; developing rules and procedures for the operation of the SLP; and developing forms for contributing to, or using leave from, the SLP.

2. SLP Committee - The SLP Committee shall, in addition to the duties and obligations specifically set forth herein below, be responsible for reviewing all employee requests for use of time from the SLP. A simple quorum of the committee members (3 SLP Committee members) will be required to take any action relating to the granting or denying of an Employee's request to use time from the SLP. The decisions of the SLP Committee shall be based on a simple majority of the quorum. In the event of a tie vote, the SLP Administrator shall vote in order to break the tie. Each member of the SLP Committee shall serve for a one (1) year term. In the event that a member of the SLP Committee resigns prior to the expiration of his or her term, the vacancy left by the resigning member shall be immediately filled by the Commissioners Court. The SLP Committee members shall elect a Chairperson, a Vice-Chairperson and a Secretary at each initial yearly meeting of the SLP Committee.

3. Public Health Nurse - On an "as needed" basis, a Public Health Nurse, which is selected by the SLP Committee, shall provide recommendations to the SLP Committee and correspond with any medical authority for clarifications as required.

Pool Membership

1. Except as otherwise provided herein and in addition to any other eligibility requirements set forth hereunder, each regular full-time employee shall be eligible to join the SLP program so long as such Employee satisfies one of the two following criteria (1) the employee will have a sick leave balance of at least eighty (80) hours following his or her contribution of accrued sick leave into the SLP; or (2) the employee has accrued at least four hundred eighty (480) hours of sick leave while working for the County within a period of five (5) consecutive years preceding such employees application to join the SLP program.

2. Each employee desiring to join the SLP may contribute not less than eight (8) hours and not more than forty (40) hours of accrued sick leave into the SLP. SLP contributions shall be made only in minimum increments of eight (8) hours each.

3. Employees shall only be able to join the SLP during each Open Enrollment Period.

4. New hires (employees newly hired by the County) may join the SLP no later than thirty (30) days following twelve (12) months of continuous "creditable" service with the County; provided, however, such new hire cannot join the SLP at such time unless he or she will have a sick leave balance of at least eighty (80) hours following his or her contribution of accrued sick leave into the SLP. If the new hire either fails to join within the said time period or if he or she is unable to join due to an inadequate sick leave balance, such new hire will be required to wait until the next annual Open Enrollment Period.

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~~5. In order to join the SLP, an employee must submit a SLP Enrollment and Contribution Form to the Williamson County Human Resources Department prior to the end of each Open Enrollment Period. SLP Enrollment and Contribution Form are available at the Williamson County Human Resources Department. An employee's membership in the SLP shall be for a period of twelve (12) months beginning on the first day following each annual Open Enrollment Period.~~

~~6. In order to maintain enrollment in the SLP from year to year, each employee must renew his or her membership in the SLP by contributing not less than eight (8) hours and not more than forty (40) hours of accrued sick leave into the SLP each year during the Open Enrollment Period. Only one donation each fiscal year is required to maintain membership in the SLP. Except as otherwise specifically set forth herein, an employee's failure to enroll during an Open Enrollment Period will result in the termination of the employee's continued membership in the SLP.~~

~~7. Each hour that an employee donates to the SLP will be permanently subtracted from the Employee's accrued sick leave balance that is on file as of closeout of the Open Enrollment Period. No advances on sick leave accruals will be granted to allow an employee to meet the minimum required contribution.~~

~~8. An employee's contribution of accrued sick leave hours shall be irrevocable and the employee, by making such contribution, agrees to release any and all rights and interest in and to the contributed sick leave hours.~~

~~9. The accrued sick leave hours that an employee contributes to the SLP shall become the property of the SLP and cannot be returned in the event the employee dies, retires, resigns, is terminated, is placed on temporary suspension or otherwise fails to maintain his or her membership in the SLP from year to year.~~

~~10. The time contributed to the SLP cannot be designated to be given to any particular employee.~~

~~11. There is no guarantee that a contributing employee will receive or be eligible to be reimbursed any time that he or she contributes to the SLP should such employee have a need to make application for SLP time at a later date.~~

~~12. Upon the conclusion of twelve (12) months following the Open Enrollment Period, any unused time that remains in the SLP shall be determined and carried forward for the next twelve (12) month period of the SLP.~~

~~13. An employee who is terminated, who resigns or who retires may donate not more than eighty (80) hours of their accrued sick leave prior to the time of their departure from County employment.~~

~~14. If, at any time, the sick leave available through the SLP falls below the number of days equal to two times (2x) the number of members of the SLP, each employee member may voluntarily contribute eight (8) additional hours of accrued sick leave time to the SLP in order to maintain membership in the SLP. This type of contribution would be considered~~

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an emergency allocation that is necessary to bring the pool up to the amount of hours needed to maintain the continued operation of the SLP.

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Granting Of Time from SLP

1. The SLP may only be granted to and used by an employee (1) for a Catastrophic Illness or Injury that makes the employee unable to perform the employee's job; or (2) to care for the employee's immediate family member, who has a Catastrophic Illness or Injury. Furthermore, SLP time will not be granted to an employee unless the employee would also qualify for use of sick leave under the County's benefits policies.

2. Intermittent Leave may be granted so long as such leave qualifies as a Catastrophic Illness or Injury hereunder. Such Intermittent Leave grants are normally approved with the intent of providing the member time to come back to work.

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3. Pregnancy will not be covered by the SLP, but complications due to pregnancy or delivery that qualify as a Catastrophic Illness or Injury will be considered.

4. SLP time will not be granted to an Employee when he or she is receiving worker's compensation benefits under the Texas Workers Compensation Act. SLP time will also not be granted in cases where the Employee's receipt of SLP time would allow such employee to have paid time past the ending date of their current entitlement to FMLA leave.

5. During each twelve (12) month period following an Open Enrollment Period, the maximum amount of SLP time that may be granted to an eligible Employee shall not exceed one-third (1/3) of the total amount of the SLP, or one hundred twenty (120) hours, whichever is less as of the time of the employee's application.

6. If an employee who has received time from the SLP returns to work and he or she or his or her immediate family member later becomes ill again from the same or different Catastrophic Illness or Injury within the same twelve (12) month period, the employee may apply for additional SLP time; provided, however, such employee shall not be granted any amount of SLP time that would cumulatively exceed the lesser of one-third (1/3) of the total amount of the SLP as of the time of the employee's initial application for SLP time, or one hundred twenty (120) hours.

7. Requests for the granting of additional time from the SLP must be applied for by the employee and shall not be automatically granted.

8. An employee cannot receive time from the SLP if the employee is placed on temporary suspension, is on approved leave of absence or is otherwise terminated.

9. All unused time that was granted to an employee from the SLP shall be returned to the SLP.

10. The grant of time from the SLP to an employee shall terminate upon the earliest occurrence of the following:

a. The date the employee returns to work; or

b. The exhaustion of the specific amount of time that the SLP Committee granted to the employee, unless the SLP Committee has granted the employee additional SLP time and, in such case, upon the exhaustion of any additional SLP time that was granted to the employee; or

c. The effective date of the employee's termination (including termination due to the employee's death), suspension, leave of absence, retirement, or resignation; or

d. The employee has used the maximum amount of SLP time allowable under this policy; or

e. The SLP Committee determines that the employee is no longer eligible to receive any further or additional time from SLP.

Procedure

1. An eligible employee must apply for permission to receive time from the SLP by submitting a SLP Withdrawal Request Form to the SLP Administrator. The SLP Withdrawal Request Forms shall be available at the Williamson County Human Resources Department. Each SLP Withdrawal Request Form must be completely filled out and include the following:

a. The date on which the Catastrophic Illness or Injury commenced;

b. The probable duration of the Catastrophic Illness or Injury;

c. The appropriate medical factors within the knowledge of the Employee's Licensed Health Practitioner regarding the Catastrophic Illness or Injury;

d. A statement from the Licensed Health Practitioner that the employee is unable to perform the functions of his or her position;

e. The anticipated date the employee will be eligible to return to work;

f. The amount of time requested from the SLP;

g. If the employee is applying for SLP time in order to care for an immediate family member, the employee must include a statement from the immediate family member's Licensed Health Practitioner that the eligible employee is needed to care for his or her immediate family member, along with an estimate of the amount of time that the employee is needed to care for his or her immediate family member; and

h. Any other information that the Administrator or the SLP Committee deems necessary.

2. The completed SLP Withdrawal Request Form, along with all of the required documentation and information must be submitted no more than ten (10) days prior to the exhaustion of all of the employee's accrued sick leave, vacation and compensatory time. The obligation to submit said form and required documentation and information shall be the employee's responsibility. The employee's failure to complete the said form and provide

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~~the required documentation and information may result in the denial or delay of any grant of time from the SLP. If an employee is critically ill and unable to file the SLP Withdrawal Request Form and required documentation and information, the employee's supervisor or department head may, at the request of the employee's family, submit the request form and required documentation and information; provided, however, the department head or supervisor must obtain a written consent form for the applicable HIPAA and FMLA privacy laws in order to take such action.~~

~~3. Upon receipt of an employee's completed SLP Withdrawal Request Form (along with all required documentation and information); the SLP Administrator shall review the request and provide a recommendation to the SLP Committee.~~

~~4. The SLP Committee shall call a meeting in order to review both the employee's completed SLP Withdrawal Request Form (along with all required documentation and information) and the Administrator's recommendation. At such called meeting, the SLP Committee shall vote based on the terms and conditions of this policy to approve, deny or modify the amount of time that an Employee is requesting from the SLP.~~ ~~**The SLP Committee's decision to approve, deny or modify the amount of time that an Employee is requesting from the SLP shall be final.**~~ ~~The requesting employee or a member of his or her family may be required to appear at a called meeting before the SLP Committee in order to substantiate the request. The SLP Committee may, at its sole discretion, require that the supervisor, department head and/or elected official under which the requesting employee works appear and/or provide any information and testimony that the SLP Committee deems necessary for its deliberation of whether or not to approve, deny or modify the amount of time that an Employee is requesting from the SLP.~~

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~~5. In the event the SLP Committee votes in favor of granting time from the SLP to a requesting Employee, the SLP Committee shall notify the Administrator of the amount of SLP time that has been granted. The Administrator shall then approve the transfer of that amount of time from the SLP to the employee. The amount of SLP time granted to an employee shall be credited to the employee and shall be used in the same manner as accrued sick leave. Furthermore, in accordance with state law, an employee absent on sick leave assigned from the SLP is treated for all purposes as if the employee were absent on earned sick leave.~~

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~~6. The SLP Committee may require an employee, who has been granted time from the SLP, to undergo periodic return visits to his or her Licensed Health Practitioner to assess progress and make continuing reports to the Committee. If the SLP Committee determines that the employee is no longer eligible to receive time from the SLP, the SLP Committee can withdraw its existing grant of SLP time to the employee and discontinue any further transfers of SLP time to such employee.~~

~~7. The SLP Committee reserves the right to modify or waive any requirement or condition listed herein, with the approval of the Commissioners Court, to address any special or unusual circumstances that may arise.~~

~~8. Sick leave granted from the SLP may not be used to pay for holidays and shall only be used for approved workdays. An employee that is on shift work (i.e., other than normal forty [40] hour work weeks) must provide a copy of his or her shift schedule for the entire~~

duration of the requested SLP grant. In the event this type of employee is granted time from the SLP, he or she will be charged the corresponding hours of their respective duty shifts (i.e., 12 or 24 hours vs. an 8 hour shift).

9. Each employee that receives a grant of time from the SLP must return to work after he or she has been released by his or her Licensed Health Practitioner. A Fitness for Duty Form must be completed by a Licensed Health Practitioner and be returned to the Williamson County Human Resources Department before an Employee on a SLP grant may return to work. The Fitness for Duty Form shall advise if the employee is fit for duty and list any and all restrictions relating to the employee's return to work.

10. FMLA leave shall run concurrently with leave granted from the SLP.

11. The estate of a deceased employee shall not be entitled to payment for unused sick leave acquired by the employee from the SLP.

12. An employee shall not earn sick leave, annual leave, vacation time or any other type of paid leave when receiving time from the SLP. However, allocated time from the SLP shall be included in computing an employee's length of service with the County.

Miscellaneous Provisions

1. The County may discontinue and/or terminate the SLP program without cause or legal repercussions or ramifications upon one hundred twenty (120) days written notice to all employees that are participating in the SLP program as of the date of its termination.

2. If any provision of this SLP shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire SLP will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. If any provision of this SLP is determined to be invalid or unenforceable, it is the desire and intention of the County that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this SLP.

3. The guidelines, terms and conditions of this SLP program may be amended at any time upon the recommendation of the SLP Committee. Any recommended amendments must be approved by the Commissioners Court.

SLP Required Forms

The following forms may be obtained from the Williamson County Human Resources Department:

A. SLP Enrollment and Contribution Form
B. SLP Withdrawal Request Form
C. Fitness for Duty Form

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~~**NOTE: The above referenced forms may be revised periodically. It is the Employee's obligation and responsibility to check with the Williamson County Human Resources Department to ensure correct forms are used.**~~

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Civil Leave

1. JURY DUTY - Williamson County encourages employees to serve on jury duty when required. Employees must show the jury duty summons to their supervisor as soon as possible so that the supervisor may make arrangements to accommodate the absence. Of course, employees are expected to report for work whenever the court schedule permits. Any questions regarding work schedule should be directed to the employee's supervisor. Either Williamson County or the employee may request an excuse from jury duty if, in Williamson County's judgment, the employee's absence would create serious operational difficulties. Williamson County will continue to provide health insurance benefits, vacation, sick leave, and holiday benefits for eligible employees. County employees are also eligible for juror checks and may keep such remuneration in addition to the County pay.

2. WITNESS DUTY - Williamson County encourages employees to appear in court for witness duty when subpoenaed. If an employee has been subpoenaed or requested to testify as a witness for Williamson County, they will receive paid time off for the entire period of witness duty. Employees will be granted a maximum of 36 hours of paid time off to appear in court as a witness at the request of a party other than Williamson County or the State of Texas. Employees will be paid at their base rate and are free to use any remaining paid leave benefits (vacation leave) to receive compensation for any period of witness duty absence that would otherwise be unpaid. The subpoena should be shown to the employee's supervisor immediately after it is received so that operating requirements can be adjusted, when necessary, to accommodate the employee's absence. The employee is expected to report for work whenever the court schedule permits.

3. PRIVATE LITIGATION - If an employee is absent from work to appear in private litigation in which he/she is a principal party, the time off will be charged to vacation or leave without pay.

Leave Without Pay

1. The Human Resources Department discourages allowing an employee to be granted unpaid leave time. However, in cases other than Family and Medical Leave, any official or department head may grant leave without pay to any employee so long as the official or department head can discharge the responsibilities of the office or department without the presence of the employee. As long as the employee is on leave without pay, the employing official or department head may not hire another regular, full-time employee to fill the position, unless expressly authorized to do so by the Commissioner's Court.

2. Vacation and sick leave accrual will continue only as long as the employee is on paid leave; once the employee has expended all paid leave, accrual will cease until the employee returns to work.

3. Employees who are on leave without pay should contact the Human Resources Department for details concerning continued health insurance coverage during their leave without pay.

Workers' Compensation

1. The County carries insurance to cover approved costs for work-incurred injury or illness. Workers comp benefits, if approved, help pay for the employee's medical treatment, if any, and part of any income that may be lost. Specific benefits are prescribed by law, depending on the circumstances of each case.

2. In compliance with the Texas Workers' Compensation Insurance Act, all Williamson County employees are provided workers' compensation coverage. Newly hired employees may elect to "opt out" of our workers compensation coverage if they provide written notice to the Human Resources Department within 5 days of their hire date.

3. The Williamson County Human Resources Department will report all injuries to the County's workers compensation provider as they are reported. Claims for lost time are forwarded to the Texas Department of Insurance – Division of Workers' Compensation (TDI-DWC). More information about workers compensation rights may be obtained from TDI-DWC, by calling 512-804-4000.

4. To assist in obtaining coverage, employees shall report all work-related accidents to the appropriate supervisor immediately. The supervisor must then notify the Human Resources Department as soon as possible. The Human Resources Department must notify the workers' compensation carrier within 8 days from the date of injury. Along with the report of injury, an accident investigation report should also be submitted.

5. More information about workers' compensation rights may be obtained from the Texas Department of Insurance – Division of Workers' Compensation (TDI-DWC), or by calling 512-804-4000, or by contacting the Human Resources Department at 512-943-1533. The Human Resources Department will report all injuries to the County's workers compensation provider as they are reported.

Teleconferencing

The County has multiple teleconferencing phone lines available for use. Where possible, teleconferencing should be used in lieu of face to face meetings that would otherwise require travel. Access to the teleconferencing phone lines can be obtained through the Technology Services Department help desk at HelpDesk@wilco.org 943-1456.

Travel Policies

1. The employee shall be responsible for all excess cost 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. The County will not be responsible for, nor reimburse for additional charges due to personal preference or personal convenience of the individual traveling.

5. The County will not reimburse airfare prices if higher than the cost of mileage reimbursement. County employees may use Lovoi Travel or Accent Travel and charge airfare purchases on the County's air travel account.

6. 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.

7. Per Code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274 (d) all expense reimbursement requests must include the following:

a) Date
b) Destination
c) Purpose
d) Name of traveler(s)
e) Conference/seminar agenda or any correspondence that verifies the business purpose of the expense.

8. Each expense reimbursement must have an original signature of the person requesting the reimbursement and the department head approval. The person approving an expense reimbursement should verify the correct budget line item is being charged.

9. A secondary authorization signature on a reimbursement is required if the individual is not an elected official.

10. 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. The County Judge has the authority to approve requests over 60 days old.

11. The County will not reimburse travel expenses incurred by a spouse or other individual accompanying an employee on business.

12. All expenses except mileage and 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.

13. 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.

14. All credit card bills paid through Account Payable (i.e.: American Express; JP Morgan) must have detailed receipts attached, excluding meal receipts. Meals for day travel should NOT be charged on a County credit card. (See item 13 above) County credit card statements must be approved by someone other than the card holder unless the card holder is an elected official.

15. 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. The sales tax exemption form is available in the Financial Center.

16. An employee who loses a required receipt should seek a duplicate. When an acceptable duplicate is unobtainable, the employee should submit a signed affidavit itemizing the expenditure with the expense report.

17. The County will not pay for any late charges incurred on County credit cards. It is the card holder's obligation to make sure the bill is submitted in a timely manner.

18. The County will hold the individual(s) who made the charges responsible for finance charges and/or late payments due on invoices or credit card payments that are turned in to Accounts Payable late or because the department budget did not have enough funds to process the payment in a timely manner.

19. 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.

20. 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.

21. Expenses incurred due to an employee or elected official serving on a board or committee of an association related to their County employment will only be reimbursed to the extent that the association does not reimburse the employee. The employee needs to provide documentation of their request for reimbursement from the association and the association's denial of the request.

Seminars/Conferences

1. A copy of a check in lieu of a paid receipt may be used as the receipt for registration fee reimbursement.

2. The check must be made payable to the seminar/conference and a copy of the check is required. In addition, a brochure or similar document of the conference indicating the amount of registration fee and the conference agenda must accompany the copy of the 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.

Tuition Reimbursement

The County may pay for training, including class work, related to obtaining certification directly relevant to County business, as defined by the office or department involved and **pre-approved** by the County Auditor for full time employees. The training/class work must provide the employee with skills and/or knowledge that is specifically applicable to the employee's job description. A copy of the employee's job description and the course description should be submitted with the approval request. The funds for these courses must be available in the appropriate departments training budget. The County will reimburse only the actual number of credits per each course up to a total of 6 credit hours per fiscal year. After completing the course(s) and achieving minimum established grades (C for undergraduate and B for graduate), employees may apply for reimbursement of 100% tuition not to exceed that which would be payable at a state supported college or university located within a 50 mile radius of Williamson County.

Off Site Staff Development

Off site staff development is a period away from normal activities for study and instruction under a **professional trainer**. These periods away from the office provide a forum to discuss issues and ideas that will aid in running your department.

1. Off site staff development is limited to once a year per department.

2. The total cost for off-site staff development should not exceed (per employee) the normal and/or customary cost for an individual employee training expense.

3. Any expense incurred due to attendance at an off-site staff development must follow the guidelines in the Employee Manual (i.e.: meals, lodging, mileage, etc).

4. A list of attendees must be submitted for documentation as required by IRS Publication #463.

Meals **(#3 Revised 10/26/2010 Statement added for clarification purposes)**

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.

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. Exception may be made for Commissioners' Court meetings that extend beyond 1:00 p.m. and off-site staff development opportunities that are held within the County.

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4. Meal reimbursements are limited to a maximum of $40.00 per day. An employee may claim up to $20.00 for meals when traveling outside the County for day trips. An employee may claim up to $40.00 for meals when traveling outside the County and an overnight stay is necessary or when the employee's work hours extends at least three hours beyond their normal scheduled workday. You will be required to provide documentation of extended work hours.

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 $40.00 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 or the meal is charged on a County credit card. Meal receipts that are turned in to Accounts Payable will be reimbursed for the actual meal costs.

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 procurement card. You will be required to reimburse the County for these expenses and submit an expense reimbursement request.

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 and should be included in the $20.00 or $40.00 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.

13. Meal reimbursements will be paid for County employees only.

14. Meal reimbursements for an overnight stay must be substantiated with a hotel receipt or a written statement from the employee if non-commercial lodging was obtained.

Lodging

1. Lodging expenses will be reimbursed only if traveling **beyond** a 50-mile radius of Williamson County. (This means 50 miles beyond the County line. Lodging in Austin will not be reimbursed.)

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 acceptable.

3. Individuals will only be reimbursed for a single room rate charge plus 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.

Airfare

1. The County will only incur up to a coach price fare for air travel when required.

2. The County will not be responsible for, nor reimburse for additional charges due to the personal preference or personal convenience of the individual traveling.

3. Airfare may be charged to the County's air travel account that has been established with Lovoi Travel and Accent Travel.

4. Airfare reimbursement will be paid directly to the travel agency, airlines or your County travel card. (i.e.: JP Morgan)

5. Employees who pay for their own airfare tickets will be reimbursed **upon return** from their business trip.

6. 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 price if no paper ticket is issued.

7. 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 plan was due to a business related change or a personal emergency. Documentation for the change must be submitted to the County Judge for consideration of payment and is subject to review by the County Auditor per Local Government Code 113.064.

8. 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.

9. The County will not reimburse employees for tickets purchased with frequent flyer miles.

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 vehicle rentals will not be reimbursed.

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 the expense request.

6. Insurance purchased when renting a vehicle may also be reimbursed.

Personal Car Usage

1. Any County official or employee who is authorized to use their personal vehicle when required to travel on official County business may be entitled to receive a reimbursement equal to the standard mileage rate allowed by the IRS. Check with the Accounts Payable department for current rates.

2. Mileage will be reimbursed on the basis of the commonly used 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 person 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 per IRS guidelines:

   a. The purpose of the trip
   b. Date
   c. Location traveled to and from
   d. Number of miles traveled

8. Tolls and 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. Toll Tags will be purchased for County vehicles as approved by the County Judge. Some examples of this are for the haul trucks in Department of Infrasturcture ~~Department of Infrastructure~~ and transportation vehicles in Juvenile Services. Contact the County Auditor's Office to assist in setting up these accounts and getting approval of the County Judge. County vehicles with toll tags and those that are exempt may access the toll roads for County business only and not for personal commuting.

10. It is the responsibility of employees to keep track of their own mileage.

11. 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.

12. Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, car repairs and collision damage are not reimbursable.

13. Officials using personal vehicles on County business will be subject to a Vehicle use Policy adopted by the Commissioner's Court.

Other Expenses, Etc.

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.

4. A department may purchase small appliances (i.e.; microwaves, refrigerators) for the convenience of their employees.

5. The County will pay for uniforms, per IRS Guidelines; only if the below is adhered to.

Uniform Policy

Uniforms for law enforcement and corrections personnel shall be issued subject to policies issued by the relevant elected official.

Uniforms for all other County personnel shall be subject to the following County-wide policy:

1. No uniforms shall be issued to any County employee unless the department head has determined that the wearing of a uniform by that employee is a reasonable job requirement. In the case of a department head, the County Judge must make this determination.

2. All uniforms shall be so distinctive as not to be readily adaptable for personal use.

3. The uniform must be worn while on duty at all times required by management as a condition of employment. The uniform may also be worn while traveling directly to or from a location where the uniform is required, or while on an authorized meal or other break during a work period when the uniform is required. The uniform may not be worn at any other time.

4. All uniforms and other County property shall be promptly returned if the person leaves County employment.

5. No uniform shall be issued to an employee unless they have acknowledged this policy in writing.

6. No funds from the current county budget may be expended for uniforms except in compliance with this policy.

For any official, their employee, or the employees or reserve deputies of other departments to receive expense allowances for the above referenced expenses, the funds to be used to pay

the reimbursement must have been appropriated by the Commissioner's Court prior to the expense being incurred.

Employee Recognition Expenses

Employee Recognition Expenses should be nominal in nature. These items can be taxable to the employee. In order to avoid an item being taxable, the following purchases will be allowable for Employee Recognition. Plaques or Certificates of recognition for service, etc. , Plaques or Certificates of recognition for Retirement. The purchase of gift cards or meals is not allowable as they are taxable items. Please refer any questions to the Auditor's Office for clarification of your purchases in this area prior to incurring expenses.

Non-Reimbursable Expenses

1. The County does not reimburse expenses related to the 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. up-grades, 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
   r. lifetime memberships to any association for any employee or elected official

Administrative Leave

For disciplinary or other reasons, an employee may be placed on paid or unpaid administrative leave.

EMPLOYEE BENEFITS

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Health Benefits

1. All eligible County and Precinct officials, employees (full time status regularly working thirty (30) or more hours per week) and retirees will have the opportunity to enroll in the health benefit plans under the Self-Funded Williamson County Benefits Program. Retirees who opt out of the opportunity to enroll in Medical benefits at time of Retirement will not be eligible to enroll at a later date. The Self Funded Benefits Program has an annual budget that is reviewed and approved during the budget process each year. This budget includes all claims, administrative and operating expenses associated with the program.

2. A Benefits Committee composed of the County Judge, one County Commissioner and five (5) other persons selected from department heads and employees will serve as voting trustees of the Williamson County Benefits Program. Three (3) year terms for Benefit Committee member are as follows:

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The 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. Non-voting staff members from the Human Resources Department, County Attorney's office and County Auditor's office also attend and participate in these meeting. Regular Benefits Committee meetings are scheduled in advance for each fiscal year. These meetings are held in compliance with the Texas Open Meetings Act and are open to the public. The meeting dates can be found on the Human Resources Intranet site calendar.

3. 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. Annual estimated minimum increases are the equivalent of current medical trend (inflation) rates. The County will fund the balance of the total health premium that is over and above the portion paid by the employee.

4. 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. (Except for retirees)

5. The eligible retiree will be provided health benefits for a specified premium rate, 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. The County will stop insurance coverage on the retiree dependent when the retiree dependent becomes eligible for Medicare. Anyone that retired before April 1, 1994, will have health insurance coverage until age seventy (70). All other retirees and retiree's eligible dependents will have health insurance coverage until age sixty-five (65) at which time coverage will cease.

6. The County's funding for the health plan will be calculated and paid based on the total budgeted full-time positions (whether vacant or filled) for the fiscal year multiplied by the Court's approved employer health plan contribution rate. *Payment from all funds that are budgeted for staff will be processed and paid to the Self-Funded Williamson County Benefits Program. This does not apply to any staff positions fully funded from federal, state, or local grants. The County's health plan funding for staff positions fully funded from federal, state or local grants will be processed as part of semi-monthly payroll processes. The monthly payment amount would remain constant barring any mid-year staff additions or reductions.*

7. Information regarding the specific benefit plans and programs currently being offered to employees can be found on the Human Resources Intranet site, under the link to "Employee's Guide to Benefit Plans & Programs".

Newly Hired employees are eligible for Williamson County Benefits after a 60 day waiting period. Benefits shall become effective on the first day of the month following the employee's eligibility date. Payroll deductions for elected benefits shall begin in the first pay period in which the coverage becomes effective.

Open enrollment

An open enrollment process is offered to employees, retirees and their eligible dependents each year, usually in the Fall. During open enrollment, employees, retirees and eligible dependents may elect to change their benefit package. Changes may include first time enrollment, termination of coverage or changing elections for medical, dental and vision coverage and flexible spending accounts. Open enrollment changes will be effective November 1st.

Changing Your Benefit Elections

The benefit choices you make during the new employee enrollment period or the annual open enrollment period remain in effect for the benefit plan year. You may not change your elections during the year just because you change your mind or don't use your benefits. However, you may change your level of coverage (employee only, employee plus spouse, etc.) if you have a change in family status.

Examples of Family Status change:

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- Marriage, divorce or legal separation
- Adding a child through birth or adoption
- Spouse dies
- Child dies or is no longer an eligible dependent under the terms of the specific plan
- Spouse starts or ends employment
- Spouse moves from full-time to part-time (or vice versa)
- Spouse takes an unpaid leave of absence
- You or your spouse takes an unpaid leave of absence
- You or your spouse have a significant change in eligibility for your spouse's employer's group health coverage attributable to your spouse's employment, or
- You meet the requirement under a Qualified Medical Child Support Order (QMCSO)

You must notify the Human Resources Department of a change in family status within 31 days from the date of the event. Additionally, you may be required to provide proof of status change. Otherwise, you may not be allowed to change your coverage. To be approved, your new benefit election must be consistent with the change in family status.

Retirement

Currently all officials, their employees and employees of other departments are required to participate in the Texas County and District Retirement System as a condition of employment. Effective January 1, 2007, all part-time employees (as distinct from "Temporary" as defined in "Pay Plan and Pay Policies" under Payroll Definitions), will be required to participate in the Texas County and District Retirement System, regardless of the number of hours worked per week or year. 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 Senior Director of Human Resources as custodian of the County Retirement System. Temporary workers may be exempt from participation as provided by Retirement System regulations.

TCDRS Procedures

1. The County will not rehire a person with a TCDRS service retirement annuity from the County or another TCDRS-participating subdivision into a non-temporary position unless the person has a bona fide termination from the County or other participating subdivision and a break in service of at least 60 days.

2. Williamson County elected officials, department heads, or other agents of the County shall not make any prior commitments, agreements, or arrangements to rehire a Williamson County TCDRS retiree into a non-temporary position in anticipation of his or her retirement.

3. After a bona fide termination and a 60-day break in service, a Williamson County TCDRS retiree cannot be rehired into a non-temporary position unless the retiree and the hiring authority sign a statement affirming that there were no prior commitments, agreements, or arrangements to rehire the retiree.

4. A TCDRS retiree rehired into a non-temporary position will establish an account separate from the account from which the employee is receiving a service retirement annuity.

5. In emergency situations, or when it is in the best interest of the County, a TCDRS retiree may be rehired, without a waiting period, as a temporary employee for a period not to exceed 130 calendar days. A retiree working as a temporary employee cannot be moved to a non-temporary position unless (a) the retiree and the hiring authority sign a statement affirming that there were no commitments, agreements, or arrangements to rehire the retiree into a non-temporary position prior to the retiree's original termination, and (b) the retiree had at least a 60 day break in service before being hired as a temporary employee.

APPENDIX A — PUBLIC SERVANTS, BRIBERY, HONORARIA, GIFTS

Public Servant, Section 1.07(a) (41), Texas Penal Code

"Public servant" means a person elected, selected, appointed, employed, or otherwise designated as one of the following, even if he has not yet qualified for office or assumed his duties:

(A) an officer, employee, or agent of government;
(B) a juror or grand juror;
(C) an arbitrator, referee, or other person who is authorized by law or private written agreement to hear or determine a cause or controversy; or
(D) an attorney at law or notary public when participating in the performance of a government function; or
(E) a candidate for nomination or election to public office;
(F) a person who is performing a governmental function under a claim of right although he is not legally qualified to do so.

"Benefit" Defined, Section 1.07(a) (7), Texas Penal Code

"Benefit" means anything reasonably regarded as pecuniary gain or pecuniary advantage, including benefit to any other person in whose welfare the beneficiary has a direct and substantial interest.

Bribery--Section 36.02, Texas Penal Code

(a) A person commits an offense if he intentionally or knowingly offers, confers, or agrees to confer on another, or solicits, accepts, or agrees to accept from another:

(1) any benefit as consideration for the recipient's decision, opinion, recommendation, vote, or other exercise of discretion as a public servant, party official, or voter;
(2) any benefit as consideration for the recipient's decision, vote, recommendation, or other exercise of official discretion in a judicial or administrative proceeding;
(3) any benefit as consideration for a violation of a duty imposed by law on a public

servant or party official; or

(4) any benefit that is a political contribution as defined by Title 15, Election Code, or that is an expenditure made and reported in accordance with Chapter 305, Government Code, if the benefit was offered, conferred, solicited, accepted, or agreed to pursuant to an express agreement to take or withhold a specific exercise of official discretion if such exercise of official discretion would not have been taken or withheld but for the benefit; notwithstanding any rule of evidence or jury instruction allowing factual inferences in the absence of certain evidence, direct evidence of the express agreement shall be required in any prosecution under this subdivision.

(b) It is no defense to prosecution under this section that a person whom the actor sought to influence was not qualified to act in the desired way whether because he had not yet assume office or he lacked jurisdiction or for any other reason.

(c) It is no defense to prosecution under this section that the benefit is not offered or conferred or that the benefit is not solicited or accepted until after:

(1) the decision, opinion, recommendation, vote, or other exercise of discretion has occurred; or
(2) the public servant ceases to be a public servant.

(d) It is an exception to the application of Subdivisions (1), (2), and (3) of Subsection (a) that the benefit is a political contribution as defined by Title 15, Election Code, or an expenditure made and reported in accordance with Chapter 305, Government Code.

(e) An offense under this section is a felony of the second degree.

Acceptance of Honorarium—Section 36.07, Texas Penal Code

(a) A public servant commits an offense if the public servant solicits, accepts, or agrees to accept an honorarium in consideration for services that the public servant would not have been requested to provide but for the public servant's official position or duties.

(b) This section does not prohibit a public servant from accepting transportation and lodging expenses in connection with a conference or similar event in which the public servant renders services, such as addressing an audience or engaging in a seminar, to the extent that those services are more than merely perfunctory, or from accepting meals in connection with such an event.

(c) An offense under this section is a Class A misdemeanor.

Gift to Public Servant by Person Subject to his Jurisdiction,
Section 36.08, Texas Penal Code

(a) A public servant in an agency performing regulatory functions or conducting inspections or investigations commits an offense if he solicits, accepts, or agrees to accept any benefit from a person the public servant knows to be subject to regulation, inspection, or investigation by the public servant or his agency.

(b) A public servant in an agency having custody of prisoners commits an offense if he solicits, accepts, or agrees to accept any benefit from a person the public servant knows to be in his custody or the custody of his agency.

(c) A public servant in an agency carrying on civil or criminal litigation on behalf of government commits an offense if he solicits, accepts, or agrees to accept any benefit from a person against whom the public servant knows litigation is pending or contemplated by the public servant or his agency.

(d) A public servant who exercises discretion in connection with contracts, purchases, payments, claims, or other pecuniary transactions of government commits an offense if he solicits, accepts, or agrees to accept any benefit from a person the public servant knows is interested in or likely to become interested in any contract, purchase, payment, claim, or transaction involving the exercise of his discretion.

(e) A public servant who has judicial or administrative authority, who is employed by or in a tribunal having judicial or administrative authority, or who participates in the enforcement of a tribunal's decision, commits an offense if he solicits, accepts, or agrees to accept any benefit from a person the public servant knows is interested in or likely to become interested in any matter before the servant or tribunal.

(f) and (g) not included in this Appendix

(h) An offense under this section is a Class A misdemeanor.

(i) A public servant who receives an unsolicited benefit that the public servant is prohibited from accepting under this section may donate the benefit to a governmental entity that has the authority to accept the gift or may donate the benefit to a recognized tax-exempt charitable organization formed for educational, religious, or scientific purposes.

Section 36.10, Texas Penal Code [Exceptions to 36.08]

(a) Sections 36.08 (Gift to Public Servant) and 36.09* (Offering Gift to Public Servant) do not apply to:

1. a fee prescribed by law to be received by a public servant or any other benefit to which the public servant is lawfully entitled or for which he gives legitimate consideration in a capacity other than as a public servant;

2. a gift or other benefit conferred on account of kinship or a personal, professional, or business relationship independent of the official status of the recipient; or

3. a benefit to a public servant required to file a statement under Chapter 572, Government Code, or a report under Title 15, Election Code that is derived from a function in honor or appreciation of the recipient if:

    (A) the benefit and the source of any benefit in excess of $50 are reported in the statement;

(B) the benefit is used solely to defray the expenses that accrue in the performance of duties or activities in connection with the office which are non-reimbursable by the state or political subdivision;

4. a political contribution as defined by Title 15, Election Code;

5. not included in this Appendix;

6. an item with a value of less than $50, excluding cash or a negotiable instrument as described in Section 3.104, Business and Commerce Code; or

7. an item issued by a governmental entity that allows the use of property or facilities owned, leased, or operated by the governmental entity.

(b) Section 36.08 (Gift to Public Servant) does not apply to food, lodging, transportation, or entertainment accepted as a guest and, if the donee is required by law to report those items, reported by the donee in accordance with that law.

*Section 36.09 not included in this Appendix

APPENDIX B—ELECTRONIC SYSTEMS USE POLICY

Introduction

1. All County electronic systems (ES) are County property provided for the conduct of County business. Examples of ES are personal computers, laptops, telephones, electronic mail (email), voice mail, and Internet access software.

2. County officials and employees should be aware that ES communications or records may be subject to examination or review for legal or work-related purposes.

Confidentiality

1. Access to County systems and software is limited to authorized personnel with appropriate passwords. The Technology Services Department (TSD) may require a list of passwords for use of some County systems.

2. Officials and employees should not share passwords. If a password has been compromised, the official or employee should change it and, if necessary, notify TSD.

3. Officials and employees must be aware that information sent over local networks or the Internet may not be secure and can present confidential, privacy and disclosure issues for personnel and the County.

User Responsibilities

1. **Officials and employees must assume responsibility** for the content and dissemination of their ES messages. Most County ES communications constitute official records under the Open Records Act and may be available to the public. Officials and employees must be professional and prudent in using ES for sensitive communications.

2. (1) **Software licensing** is a serious legal issue. Improperly licensed software can result in serious legal repercussions or ramifications for the County and for the individual. It is imperative that all software be accounted for, properly licensed, approved by TSD or Commissioners Court, and installed by TSD or under the direction or oversight of TSD. (2) Personal software is not to be installed on County computers. (3) County software, unless specifically authorized by TSD, and only in rare situations, is not to be installed on an employee's personal home computer. (4) Software upgrades are only to be installed on computers containing properly-licensed versions of the original software. (5) All software media and the associated licenses are to be stored under the direction and control of TSD. Any violation of this paragraph must be immediately reported to TSD.

3. **Abusive, harassing, bigoted, obscene, and profane messages are strictly prohibited**. These communications can result in legal repercussions, or ramifications or other penalties for

the individual and the County. The County's Harassment and Discrimination Policies apply to ES communications and use. County officials and employees must immediately report any incidents of the sort listed in this paragraph. The incidents should be reported to the County Attorney or the Senior Director of Human Resources.

4. **Officials and employees shall not read, view, or listen to other employees' ES** communications without a legitimate business need.

5. **Officials and employees shall not send ES communications which exceed limits** set by TSD. An official or employee may request an exception from the PIO or TSD and, if denied, may appeal to the County Judge. Sending multiple ES communications in order to circumvent the limit is a violation of this policy.

6. **Based on the business need to communicate** with all County employees, certain departments have the authority to send ES communications to all email users. Those departments include Human Resources, Payroll, County Judge/PIO, and TSD. Solicitations for non-County business are prohibited and are subject to the Solicitation policy.

7. **Any elected official or department head may designate one or more individuals** within their own department to have authority to send ES communications to all employees within their own department even if the number of employees in that department exceeds the limit set.

8. **Protection and Security of Laptops and Other Portable Equipment** – An employee must receive authorization from their department head or elected official prior to removing any laptop or other equipment from County property. An employee who removes a laptop or other equipment from County property is responsible for such equipment and must keep it secure at all times. Although it is recommended that employees never leave laptops and other equipment unattended, when it is absolutely necessary said equipment must be securely locked. Employees must take all reasonable precautions to protect and secure any equipment in their possession. Laptops and other equipment should never be left unattended, even for a few minutes. An employee may be responsible for the cost of replacing a laptop or other equipment when unreasonably left unattended. If stolen, department head or elected official may request a copy of the police report.

<u>Personal Use of Internet</u>

1. Internet access is intended for official County business. Abuse of Internet access includes, but is not limited to, the following:

   a. engaging in any unlawful or malicious activity;
   b. misrepresenting a personal communication as an official communication;
   c. sending a chain letter;
   d. sending, receiving, or accessing pornographic materials;
   e. using objectionable language;
   f. advertising personal items.
   g. using audio- or video-streaming to listen to the radio or watch television or videos over the internet.
   8. using county computers to make money or personal profit.

2. Proper use of Internet access includes the following:

a. downloading job-related information;
b. sending and receiving job-related e-mail messages and file attachments;
c. making business arrangements;
d. searching job-related databases;
e. using the Internet for occasional, brief personal communications, where those do not violate any other provisions of this section or, in the view of officials and department heads, do not interfere with County business.

Legal and Disciplinary Action

1. A violation of this policy may result in legal action and/or disciplinary action up to and including dismissal from employment.

2. Misuse of County ES may also result in limiting and/or revocation of the user's access to e-mail, Internet, voice mail systems and other ES.

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Commissioners Court - Regular Session **38.**

Meeting Date: 09/20/2011

Renewal of Automobile Liability Coverage

Submitted By: Joyce Nemec, Human Resources

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action concerning renewal of Automobile Liability Coverage as of 10/01/2011.

Background

Attachments

FY 2012 Automobile Liability Coverage Renewal

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/15/2011 12:03 PM

Form Started By: Joyce Nemec Started On: 09/15/2011 11:35 AM

Final Approval Date: 09/15/2011

Texas Association of Counties Risk Management Pool

Renewal Application for Automobile Liability Coverage

If you have questions regarding completion of this application, please contact us at: 1-800-456-5974; Facsimile Line: 1-512-478-1426; or E-mail: TACPools@county.org
Please return this completed application to: Texas Association of Counties Risk Management Pool, P.O. Box 2131, Austin, Texas 78768

General Information

1. Name of Political Subdivision: Williamson County
2. Contact Person: Joyce Nemec

   Contact: a) Telephone Number: 512-943-1532 b) Fax Number: 512-943-1535

   c) E-mail Address: jnemec@wilco.org

3. Total Number of applicant's employees:

   1590 Full time, including elected officials 45 Part time (all others except full time) 50 Volunteers

4. Coverage Anniversary Date: 10/1/2011 - 9/30/2012

Coverage Information

5. Is continuation of the current coverage desired? X YES _____ NO*
   If NO, please place a checkmark next to the following coverage(s) IF A CHANGE IS DESIRED:

   Per Occurrence Deductible Change to: _____ No Deductible _____ $1,000 Deductible _____ $5,000 Deductible _____ $10,000 Deductible

   Uninsured / Underinsured Motorist Coverage _____ Add _____ Delete _____ Change Limits

   Note: Standard Limits provided are: Bodily Injury: $20,000 / per person
   $40,000 / per occurrence
   Property Damage: $15,000 / per occurrence

   Advise if higher limits are desired.

   Personal Injury Protection _____ Add _____ Delete

   Note: Limit offered is $5,000 / per person
   This is offered for private-passenger vehicles and light pick-up trucks and vans only.

6. PLEASE RETURN WITH THE COMPLETED APPLICATION, the attached:

   a) VEHICLE SCHEDULE (Review and make any necessary changes)

   b) DRIVER SCHEDULE (Review and make any necessary changes)

Texas Association of Counties
Risk Management Pool

Driver Schedule
(this form may be duplicated)

If you have questions regarding completion of this form, please contact us at: 1-800-456-5974.

Name of Political Subdivision: Williamson County

INSTRUCTIONS FOR COMPLETION:

1. Provide the information below for persons with substantial driving responsibilities in vehicles owned by this political subdivision.
2. Return, with the completed Automobile Liability Application and/or Automobile Physical Damage Application, to: Texas Association of Counties, P.O. Box 2131, Austin, Texas 78768

DRIVER'S NAME (as it appears on drivers license)	**BIRTHDATE**	**TEXAS DRIVER'S LICENSE NUMBER**

Emailed spreadsheet 8/10/11.

TEXAS ASSOCIATION *of* COUNTIES RISK MANAGEMENT POOL

Vehicle Schedule

(this form may be duplicated)

If you have questions regarding completion of this form, please contact us at: 1-800-456-5974.

Name of Political Subdivision: Williamson County

INSTRUCTIONS FOR COMPLETION:

1) Include only vehicles owned by and titled to this political subdivision.

2) Do not include unlicensed vehicles (i.e. motor graders, maintainers, or mowing tractors).

3) Indicate under "Department" if the vehicle is used in: Law Enforcement, Fire Protection, Ambulance Service, or Public Transportation (i.e., senior citizens' vans or mini-buses, or similar vehicles).

4) Return, with the completed Automobile Liability Application and/or Automobile Physical Damage Application to: Texas Association of Counties, P.O. Box 2131, Austin, Texas 78768.

Emailed spreadsheet 8/10/11.

Vehicle # _____ **Department:** _____

Year: _____ Make: _____

Model / Body Type (include: weight; and, if a van, # of passengers): _____

_____

Full Vehicle Identification #: _____

If AUTO PHYSICAL DAMAGE is desired for this vehicle, provide Cost New: $ _____

Vehicle # _____ **Department:** _____

Year: _____ Make: _____

Model / Body Type (include: weight; and, if a van, # of passengers): _____

_____

Full Vehicle Identification #: _____

If AUTO PHYSICAL DAMAGE is desired for this vehicle, provide Cost New: $ _____

September 12, 2011

Williamson County
Ms. Lisa Zirkle
301 SE Inner Loop Ste 108
Georgetown, TX 78626-8207

Dear Ms. Zirkle:

Thank you for continuing your County's participation in the Texas Association of Counties Risk Management Pool.

At its August 2010 meeting, the board of the Texas Association of Counties Risk Management Pool voted to return 22 million dollars of net income earned in 2010, to active participants in the Pool, through the form of renewal credits. The plan is structured to benefit loyal members that have been proactive in controlling claims. Twelve million dollars of that money has been allocated for liability coverages and the remaining 10 million is allocated for Workers' Compensation coverage. The renewal credits given back to individual participants are based on longevity, contributions and loss experience. To be eligible for the longevity credit, members must have been in the pool for a full year. To be eligible for the loss experience credit, in addition to being in the Pool for a full year, members must have a favorable loss ratio, when considering claims versus contributions for the past three years.

These credits will reduce the amount that Williamson County must remit for each line of liability coverage that you renew during the program's eligibility period of 1/1/2011 through 12/31/2011. You were advised in a separate letter if your county was eligible for a renewal credit. Please refer to the outline shown below and the individual invoices for more detail.

Enclosed please find the following:

1. Invoices for your current year's contribution for Automobile Liability coverage. **Please make your remittance payable to TAC Risk Management Pool:**

Coverage	Annual Contribution	Less Renewal Credit Earned	Amount to be Remitted
Automobile Liability	$173,104	$64,323	$108,781
Total Payable to Risk Management Pool			$108,781

2. Automobile ID cards and a copy of Ch. 601 of the Motor Vehicle Safety Responsibility Act, stating that political subdivisions in the State of Texas are exempt from the proof of insurance laws.

Coverage documents for the current year for Automobile Liability are being forwarded to the Williamson County Commissioners Court for review. We encourage you to review the coverage documents with the Commissioners Court to be sure they have been issued as ordered.

Texas Association of Counties is pleased that Williamson County will continue as a member of our Risk Management Pool. Please know that we look forward to our continued association with your County and wish to be of service in any way possible. Should you have any questions, please call your Service Representative, Kelly Cortez, or myself at (800) 456-5974.

Sincerely,

Karen Baker, ARM, CISR
Texas Association of Counties Risk Management Pool Program Manager
Liability and Property Coverages

September 12, 2011

Williamson County Commissioners Court
c/o Honorable Dan Gattis
Williamson County Judge
710 S Main St Ste 101
Georgetown, TX 78626-5701

Certified Mail #:7009 0080 0002 2699 4660

Dear Honorable Court Members:

Thank you for continuing your County's participation in the Texas Association of Counties Risk Management Pool.

Enclosed please find the following:

1. A coverage document for the current year for Automobile Liability.

The nature of insurance does not allow full or automatic coverage for every exposure and it is your responsibility to **carefully read each coverage document** to fully understand coverage limitations and exclusions which apply. My staff, or your Field Service Representative, Michael Shannon, will be available to answer any questions that you may have.

In order to make this self-insurance affordable to the greatest number of public entities, it is necessary to restrict or exclude certain exposures. Texas Association of Counties Risk Management Pool has made every effort to offer the broadest coverage possible to our members, however it is very important that you understand where limitations lie before a claim situation arises.

At its August 2010 meeting, the board of the Texas Association of Counties Risk Management Pool voted to return 22 million dollars of net income earned in 2010, to active participants in the Pool, through the form of renewal credits. The plan is structured to benefit loyal members that have been proactive in controlling claims. Twelve million dollars of that money has been allocated for liability coverages and the remaining 10 million is allocated for Workers' Compensation coverage. The renewal credits given back to individual participants are based on longevity, contributions and loss experience. To be eligible for the longevity credit, members must have been in the pool for a full year. To be eligible for the loss experience credit, in addition to being in the Pool for a full year, members must have a favorable loss ratio, when considering claims versus contributions for the past three years.

The total renewal credit amount available for Williamson County at this renewal is $64,323. These credits will reduce the amount that the county must remit for each line of liability coverage that you renew during the program's eligibility period of 1/1/2011 through 12/31/2011. You were advised in a separate letter if your county was eligible for a renewal credit.

Invoices for the coverages scheduled for renewal, showing annual contribution, the applicable renewal credit awarded and the amount to be remitted for each line of coverage, are being sent to the Risk Management Pool Coordinator under separate cover. That person is being requested to coordinate payment as well as any desired revisions of coverage.

TAC is pleased that you will continue as a member of our Pool. Please know that we look forward to our continued association with your county and wish to be of service in any way possible. Should you have any questions, please call your Service Representative, Kelly Cortez, or me at (800) 456-5974.

Sincerely,

Karen Baker, ARM, CISR
Risk Management Pool Program Manager
Liability and Property Coverages

cc: Ms. Lisa Zirkle, Pool Coordinator
Michael Shannon, TAC Field Service Representative

Commissioners Court - Regular Session **39.**

Meeting Date: 09/20/2011

eCivis Agreement

Submitted For: Commissioner Long **Submitted By:** Hal Hawes, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on a Grants Network Master License and Service Agreement between eCivis and Williamson County.

Background

Attachments

eCivis License and Services Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/15/2011 12:03 PM

Form Started By: Hal Hawes Started On: 09/15/2011 11:32 AM

Final Approval Date: 09/15/2011

GRANTS NETWORK MASTER LICENSE AND SERVICE AGREEMENT

Date 6/20/2011
Contract No. 3848

This Agreement is made by and between:

eCivis, Inc., a Delaware corporation ("eCivis") and County of Williamson, TX ("Customer")

418 N. Fair Oaks Ave. #301
Pasadena, CA 91103
Fax: (626) 628-3232
Sales Contact:
Jase Leonard

301 Georgetown Inner Loop
Georgetown, TX 78626-7586
Phone: (512) 260-4200
Principal Contact and Master Access Holder:
Kathy Grimes,

This Agreement, and the Exhibits attached hereto, set forth the business relationship between the parties and the terms and conditions under which the following products are licensed and services are provided to Customer, and supersedes all previous agreements between eCivis and Customer.

eCivis Products	Description	Units	Avg Unit Price	Total Price
GN: Tracking & Reporting - 10 User Licenses	Grants Management and Reporting	1	$18,000.00	$18,000.00
GN: Research - 10 User Licenses	Federal, State (if available), & Foundation	1	$15,000.00	$15,000.00
GN: KnowledgeBase - 10 User Licenses	Courses, Subject Briefs, Project Trends	1	$3,000.00	$3,000.00
			Product Sub-Total	$36,000.00

eCivis Services	Description	Units	Avg Unit Price	Total Price
GN: Product Training	Onsite Training	1	$3,000.00	$3,000.00
			Services Sub-Total	$3,000.00
	Incentive Discount			($5,500.00)
	Training Discount			($3,000.00)
	Multi-year Discount			($4,000.00)
	Bundled Discount			($6,500.00)
			TOTAL PRICE	$20,000.00

Subscription Period(s) and Payment Terms

The Subscription Period of this Agreement will conclude 9/30/2014. Payment is due net 30 days from invoice date.

Cycle 1: 10/01/2011 through 9/30/2012 for a price of $20,000
Cycle 2: 10/01/2012 through 9/30/2013 for a price of $20,000
Cycle 3: 10/01/2013 through 9/30/2014 for a price of $20,000

PRICE IS ONLY VALID IF AGREEMENT IS SIGNED ON OR BEFORE: September 30, 2011.

Renewal Terms – Additional extension of this agreement will occur as follows:

This agreement will be eligible for renewal for extended periods through a mutually agreed upon purchasing vehicle executed before the expiration of the subscription period listed above. No guarantees are made as to rate, access, or included services within this agreement. Purchasing vehicles executed after the termination date of this agreement are subject to then-current retail rates for all services provided.

Accepted By:
County of Williamson, TX

By: _____
(Authorized Signature)

Name: _____
(type or print)

Title: _____

Date: _____

Accepted By:
eCivis, Inc.

By: _____
(Authorized Signature)

Name: Lindsay Mann
(type or print)

Title: VP of Sales

Date: _____

O Send invoice to (if different than address above): _____

Terms & Conditions

1) Definitions. (a) "Customer" shall mean the end-user customer organization, entity, or individual executing this Agreement. (b) "Access Holder" shall mean each individual who have been supplied usernames and passwords, and who is an employee of or officially working on behalf of Customer at the time such individual accesses and/or uses Grants Network. If Customer is licensing the Grants Network: Community Based Organization module, then "Access Holder" also means each individual who is an employee of an approved non-profit organization. (c) "Grants Network" shall mean the purchased Products and Services as listed on page 1 of this agreement. (d) "Licensed Modules" shall mean the Modules that are licensed by Customer as listed on page 1 of this agreement.

2) License. In consideration of Customer's agreement to abide by the terms and conditions of this Agreement, eCivis hereby grants Customer a nonexclusive, nontransferable, right and license to permit each Access Holder to access and use the Licensed Modules; and reproduce, display, distribute, printout, and store information retrieved from the Licensed Modules, whether in electronic or written form, only for internal use within the Customer organization or entity in connection with Customer's normal business activities.

3) Restrictions. Neither Customer nor any Access Holder shall rent, sell, lease, sublicense, transfer, or broadcast, in any form, information from Grants Network (each an "Unauthorized Use"). Customer agrees to take all reasonable steps to protect the information in Grants Network from any such Unauthorized Use. eCivis reserves all rights not expressly granted to Customer. If Customer participates in any Unauthorized Use of the information from Grants Network or allows access to or use of Grants Network by individuals who are not Access Holders, eCivis may terminate this Agreement without refund.

4) Fees and Payment. Customer shall pay all fees as specified in page 1 of this agreement. Fees are based on products and services purchased and not actual usage of Grants Network. Payments are non-cancelable and non-refundable. (a) Invoice and payments are due as defined on page 1 of this agreement. (b) Overdue charges of 1.5% of outstanding balance per month may be applied at eCivis' discretion. (c) Unless otherwise stated by law, fees do not include any taxes, levies, duties or similar governmental assessments of any nature assessable by any local, state, or federal jurisdiction.

5) Access. eCivis shall use commercially reasonable efforts to provide Grants Network 24 hours a day, 7 days a week, except for planned downtime due to routine maintenance or in the event that Grants Network is disabled for any reason beyond the control of eCivis, including without limitation, acts of God, acts of government, natural or manmade disasters, or Internet service failures or delays. All reasonable efforts will be attempted to restore Grants Network as soon as practical. Customer acknowledges and agrees that eCivis is not obligated, but reserves the right, to make periodic updates to Grants Network.

6) Proprietary Protection and Rights. eCivis reserves all rights, title, interests in and to Grants Network that is provided to or accessed by Customer pursuant to this Agreement, including but not limited to any adaptations or copies and/or any intellectual property rights. The information in Grants Network is subject to protection under U.S. and foreign copyright and patent laws. Except as expressly provided for in this Agreement, nothing in any part of the terms and conditions shall be construed as conferring any license or other rights, by implication, estoppel, or otherwise, under any copyrights, patents, or proprietary information of eCivis.

7) Customer Data. As between Customer and eCivis, Customer exclusively owns all rights, title, and interest in and to data inputted by Customer.

8) Confidentiality. Customer and eCivis agree not to disclose Confidential Information without prior written consent from either party. Confidential Information in regards to eCivis includes without limitation: (a) all eCivis software, technology, programming, specifications, materials, guidelines and documentation relating to Grants Network; (b) pricing or other statistics relating to Propriety Protection provided to Customer by eCivis; and (c) any other information designated in writing by eCivis as "Confidential." Confidential Information in regards to Customer, without limiting the above, includes Customer Data as noted above. However, Confidential Information will not include information that is or becomes generally known to the public without breach of any obligation to either party.

9) Mutual Indemnification. eCivis' agrees to indemnify Customer against any claim that use of Grants Network or the information provided in Grants Network, other than Customer Data, infringes any U.S. patent, copyright, or trade secret. eCivis will defend and hold harmless Customer and Customer's Access Holders against such claim at eCivis' expense, provided that Customer (a) promptly notifies eCivis in writing within 15 business days of claim; (b) allows eCivis sole control of the defense of claim and any related settlement negotiations; and, (c) Customer provides all reasonable assistance at eCivis' expense. If such a claim is made or appears possible, eCivis may, in its sole discretion: (a) secure for Customer the right to continue to use Grants Network; (b) modify or replace the information in Grants Network with equivalent, non-infringing information; or, (c) terminate this Agreement. Customer agrees to indemnify and hold eCivis, its managers, members, officers, employees, harmless from and against any loss, claim, demand, cause of action, judgment, proceeding, debt liability, damage, cost, or expense (including court costs and attorney fees) incurred as a result of Customer's use or nonuse of Grants Network.

10) Limitations. eCivis shall employ due care and attention in obtaining and maintaining the information in Grants Network. Customer acknowledges, however, that any collection and compilation of data entails the potential for human and machine errors, omissions, delays, interruptions, and losses, including inadvertent loss of data or damage to media, which may give rise to loss or damage. Accordingly, Customer acknowledges and agrees that the information from or through Grants Network is provided "as is," "as available," and all warranties, express or

implied, are disclaimed. eCivis' sole and entire liability for any inaccurate information, for any reason, and Customer's sole and exclusive remedy for any cause, other than stated in this agreement, shall be limited to the amount paid by the Customer for the information received, if any. In no event shall eCivis be liable for any direct, indirect, punitive, special, incidental, or consequential damages for loss of business, loss of profits, loss of data, litigation, or the like, arising out of or in any way connected with the use or performance of the Grant Network program, the delay or inability to use this eCivis site, or any information, software, products, or services that are obtained of accessed from Grants Network, whether based on breach of contract, breach of warranty, tort (including negligence), product liability, strict liability or otherwise, even if advised of the possibility of such damages. The limitations of damages stated above are fundamental elements of the basis of the agreement between eCivis and Customer. eCivis would not provide Grants Network without such limitations. Some of the information in Grants Network is provided by third parties. Customer further acknowledges and agrees that eCivis is not a grant-writing firm; eCivis does not warrant or represent that use of Grants Network will result in any grant acquisition; and, Grants Network may not include all available federal and state grants or all potential data on the grants provided.

11) Default. eCivis may terminate this agreement if Customer breaches or defaults with respect to any terms or conditions of this agreement, and fails to cure the same within 15 days after written notice is provided. eCivis reserves the right, with or without notice, to suspend access to and/or use of Grants Network in the event of any Unauthorized Use, or any Customer delinquency, breach, or default under this agreement without guarantee of Customer Data or settings.

12) Assignment. Neither party may assign any of its rights or obligation as expressed in this agreement without prior written consent of the other party. Notwithstanding the foregoing, either Customer or eCivis may assign this agreement in its entirety, without consent of the other party, a successor in interest by merger, acquisition, corporate reorganization, or operation of law or purchase of the assets or entire business of the other party. This agreement shall bind and inure to the benefit of either Customer or eCivis, their respective successors, and permitted assigns.

13) Entire Agreement. This Agreement constitutes the entire and exclusive agreement between Customer and eCivis with respect to the terms and conditions and supersedes and cancels all previous agreements and understandings, whether in oral or in writing, and may not be amended, altered, or modified except by a written agreement executed by duly authorized representatives of the parties.

14) Waiver. No failure or delay by either party in exercising any right under this agreement shall constitute a waiver of that right. Other than as expressly stated in this agreement, the remedies provided within this agreement are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

15) Independent Status of Parties. Neither party has the right to bind the other party, transact any business in the name or on behalf of the other party in any manner or form, or to make any promise or representation on behalf of the other party.

16) Governing Law. This agreement shall be governed by and interpreted under the laws of the state of California, without reference to conflict of laws principles. Each party consents to the exclusive jurisdiction of either the Superior Court of Los Angeles County, California, or the United States District Court for the Central District of California for purposes of any action brought under or as the result of a breach of this agreement.

17) Severability. In the event that any provision of this agreement is, becomes, or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this agreement shall continue in full force and effect without such provision; provided, however, the parties shall negotiate in good faith to replace any ineffective, unenforceable or illegal provision with an effective replacement as soon as practical, such that the economic effect of this agreement, as between eCivis and Customer, remains the same or as nearly the same as possible.

18) Attorneys' Fees. If any action, suit, arbitration or other proceeding is instituted to remedy, prevent or obtain relief from a default in the performance by any party to this agreement of its obligations under this Agreement, the prevailing party shall recover all of such party's reasonable attorneys' fees incurred in each and every such action, suit, arbitration or other proceeding, including any and all appeals or petitions.

[Signatures provided on cover page of this Agreement or via acceptance of these terms as part of an online purchase]

Commissioners Court - Regular Session **40.**

Meeting Date: 09/20/2011

Nominate a candidate for appointment to Tobacco Settlement Permanent Trust Account Administration Advisory Committee

Submitted By: Peggy Vasquez, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action regarding nominating a candidate for appointment to Tobacco Settlement Permanent Trust Account Administration Advisory Committee.

Background

See attached information.

Attachments

CUC Invitation to Nominate

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/13/2011 03:09 PM

Form Started By: Peggy Vasquez Started On: 09/12/2011 04:18 PM

Final Approval Date: 09/13/2011

TEXAS Conference of
Urban Counties

August 22, 2011

Chairman
Commissioner
Mike Cantrell
Dallas County

Chair Elect
Commissioner
Eddie Arnold
Jefferson County

Immediate Past Chair
Judge
Mike Bradford
Midland County

Vice-Chairmen
Comm. Tommy Adkisson
Bexar County
Comm. Bobbie Mitchell
Denton County
Judge Veronica Escobar
El Paso County
Comm. Fred Nardini
San Patricio County
Judge Dan Gattis
Williamson County

Executive Director
Donald Lee

Member Counties
Bell ~ Bexar
Brazoria ~ Brazos
Cameron ~ Chambers
Collin ~ Comal
Dallas ~ Denton
Ector ~ El Paso
Fort Bend ~ Galveston
Grayson ~ Gregg
Guadalupe ~ Harris
Hays ~ Hidalgo
Hunt ~ Jefferson
Johnson ~ Kaufman
Lubbock ~ McLennan
Midland ~ Nueces
Randall ~ Rockwall
San Patricio ~ Smith
Tarrant ~ Travis
Webb ~ Williamson
Wise

500 West 13th Street
Austin, TX 78701

Phone: 512.476.6174
Fax: 512.476.5122

www.cuc.org

To: Honorable Dan Gattis, Williamson County Judge

From: Donald Lee, Executive Director

CC: Honorable Lisa Birkman, Williamson County Commissioner, Pct. 1
Honorable Cynthia Long, Williamson County Commissioner, Pct. 2
Honorable Valerie Covey, Williamson County Commissioner, Pct. 3
Honorable Ron Morrison, Williamson County Commissioner, Pct. 4

Re: **Tobacco Settlement Permanent Trust Account - Invitation to Nominate**

The Williamson County Commissioners Court is invited to nominate a candidate for appointment to the *Tobacco Settlement Permanent Trust Account Administration Advisory Committee* and a candidate for appointment to the *Tobacco Settlement Permanent Trust Account Investment Advisory Committee*. The pending appointments will fill one of four expired terms on each committee. The new terms will expire August 31, 2017.

Eligible to nominate candidates to the advisory committee are the 10 entities that received the 3rd through 12th greatest distribution amounts from the tobacco settlement trust in 2010. Williamson County is one of these entities.

These are important committees. These committees work in concert to provide oversight and adopt rules regarding annual distributions from the earnings of the Tobacco Settlement Permanent Trust Account.

The 76th Texas Legislature created the Tobacco Settlement Permanent Trust Account as a cooperative project between the Texas Department of Health (now DSHS) and the State Comptroller of Public Accounts in order to provide county hospitals, hospital districts, and public hospitals payments from the Tobacco Settlement Permanent Trust Account.

The Department of State Health Services collects reports from counties and hospital districts that identify the unreimbursed health care expenditures of each entity. That data is used to apportion the distribution of tobacco settlement funds to each entity. The Administration Advisory Committee is responsible for writing the rules by which entities report expenditures, and annually reviews the results of audited expenditure statements. The Committee in essence determines what is and is not an eligible expenditure.

The Investment Advisory Committee is responsible for overseeing the investment and management by the Texas Comptroller of over $2 billion in tobacco

settlement funds held in trust for Texas counties, hospital districts and public hospitals. In order for Texas counties to receive distributions, the committee must meet and conduct certain business each year.

The Urban Counties has three criteria of paramount importance when looking to make these appointments:

1. An absolute commitment to attend all committee meetings, including the fall meetings which have been scheduled for October;
2. The nominee to the Investment Committee should have experience with institutional investing; and
3. The nominee to the Administration Committee should have experience with the operations and finances of public hospitals, hospital districts and counties in regards to health care expenditures.

Nominations must be received by *5 p.m. on Friday, September 30th, 2011*. Appointments will be made prior to the October Meetings.

Please forward a copy of your nominating resolutions along with a resume and contact information for each nomination to us prior to Friday, September 30, 2011.

Please feel free to contact me if I can provide any additional assistance on this matter. I can be reached at 512.476.6174.

Commissioners Court - Regular Session **41.**

Meeting Date: 09/20/2011

CUC Invitation to Nominate candidate for Tobacco Settlement Permanent Trust Account Commitee

Submitted By: Peggy Vasquez, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action regarding nominating a candidate for appointment to the Tobacco Settlement Permanent Trust Account Investment Advisory Committee.

Background

See Attached.

Attachments

CUC Invitation to Nominate

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/13/2011 03:09 PM

Form Started By: Peggy Vasquez Started On: 09/12/2011 04:26 PM

Final Approval Date: 09/13/2011

TEXAS Conference of
Urban Counties

August 22, 2011

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Dallas County

Chair Elect
Commissioner
Eddie Arnold
Jefferson County

Immediate Past Chair
Judge
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Collin ~ Comal
Dallas ~ Denton
Ector ~ El Paso
Fort Bend ~ Galveston
Grayson ~ Gregg
Guadalupe ~ Harris
Hays ~ Hidalgo
Hunt ~ Jefferson
Johnson ~ Kaufman
Lubbock ~ McLennan
Midland ~ Nueces
Randall ~ Rockwall
San Patricio ~ Smith
Tarrant ~ Travis
Webb ~ Williamson
Wise

500 West 13th Street
Austin, TX 78701

Phone: 512.476.6174
Fax: 512.476.5122

www.cuc.org

To: Honorable Dan Gattis, Williamson County Judge

From: Donald Lee, Executive Director

CC: Honorable Lisa Birkman, Williamson County Commissioner, Pct. 1
Honorable Cynthia Long, Williamson County Commissioner, Pct. 2
Honorable Valerie Covey, Williamson County Commissioner, Pct. 3
Honorable Ron Morrison, Williamson County Commissioner, Pct. 4

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Commissioners Court - Regular Session **42.**

Meeting Date: 09/20/2011

SH 29 Two-Way Left Turn Lane

Submitted For: HNTB **Submitted By:** Patrick Strittmatter, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider awarding bids received for SH 29 Two-Way Left Turn Lane, bid# 11WC915, contingent upon TxDOT concurrence, to the lowest and best bidder- Joe Bland Construction, LP.

Background

Attachments

Bid Analysis

Recommendation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/14/2011 09:08 AM

Form Started By: Patrick Strittmatter Started On: 09/13/2011 04:33 PM

Final Approval Date: 09/14/2011

Williamson County Road Bond Program
11WC915 - SH 29 Two-Way Left Turn Lane
HNTB Bid Tabulation
September 13, 2011

Bid Comparison

Bidder	Bid Amount	Rank	Difference from Engineer's Estimate ($)	Difference from Engineer's Estimate (%)	Difference from Low Bid ($)	Difference from Low Bid (%)
JOE BLAND	$ 2,981,784.92	1	$ (255,031.23)	-7.88%	-	-
CAPITAL EXCAVATION	$ 2,998,207.33	2	$ (238,608.82)	-7.37%	$ 16,422.41	0.55%
AUSTIN ENGINEERING	$ 3,175,208.01	3	$ (61,608.14)	-1.9%	$ 193,423.09	6.5%
RGM CONSTRUCTORS	$ 3,265,523.25	4	$ 28,707.10	0.9%	$ 283,738.33	9.5%
DAN WILLIAMS COMPANY	$ 3,281,532.66	5	$ 44,716.51	1.4%	$ 299,747.74	10.1%
ANDERSON COLUMBIA	$ 3,377,183.50	6	$ 140,367.35	4.3%	$ 395,398.58	13.3%
CASH CONSTRUCTION	$ 3,721,092.00	7	$ 484,275.85	15.0%	$ 739,307.08	24.8%

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	ENGINEER'S ESTIMATE		JOE BLAND		CAPITAL EXCAVATION		AUSTIN ENGINEERING	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
1	100-2002	PREPARING ROW	92.0	STA	$650.00	$59,800.00	$500.00	$46,000.00	$1,000.00	$92,000.00	$281.50	$25,898.00
2	104-2009	REMOVING CONC (RIPRAP)	1,191.0	SY	$9.00	$10,719.00	$7.00	$8,337.00	$5.50	$6,550.50	$17.80	$21,199.80
3	110-2001	EXCAVATION (ROADWAY)	21,905	CY	$7.00	$153,335.00	$10.00	$219,050.00	$8.00	$175,240.00	$7.80	$170,859.00
4	132-2005	EMBANKMENT (FINAL) (ORD COMP) (TY C)	6,369	CY	$8.00	$50,952.00	$8.00	$50,952.00	$14.00	$89,166.00	$6.70	$42,672.30
5	160-2003	FURNISHING AND PLACING TOPSOIL (4")	48,475	SY	$1.25	$60,593.75	$1.30	$63,017.50	$1.75	$84,831.25	$1.50	$72,712.50
6	164-2039	DRILL SEEDING (PERM) (URBAN) (CLAY)	48,475	SY	$0.25	$12,118.75	$0.16	$7,756.00	$0.65	$31,508.75	$0.16	$7,756.00
7	164-2041	DRILL SEEDING (TEMP) (WARM)	24,238	SY	$0.25	$6,059.50	$0.14	$3,393.32	$0.08	$1,939.04	$0.16	$3,878.08
8	164-2043	DRILL SEEDING (TEMP) (COOL)	24,328	SY	$0.25	$6,082.00	$0.14	$3,405.92	$0.08	$1,946.24	$0.16	$3,892.48
9	169-2001	SOIL RETENTION BLANKETS (CL 1) (TY A)	4,804	SY	$1.00	$4,804.00	$1.50	$7,206.00	$1.50	$7,206.00	$0.80	$3,843.20
10	247-2366	FL BS (CMP IN PLC) (TY A GR 5) (FNAL POS)	8,243.0	CY	$35.00	$288,505.00	$31.00	$255,533.00	$28.00	$230,804.00	$36.20	$298,396.60
11	310-2005	PRIME COAT (MC-30 OR AE-P)	4,761	GAL	$4.15	$19,758.15	$4.10	$19,520.10	$4.00	$19,044.00	$4.10	$19,520.10
12	316-2239	AGGR (TY-PD GR-4 SAC-B)	569	CY	$54.00	$30,726.00	$73.00	$41,537.00	$68.00	$38,692.00	$73.50	$41,821.50
13	316-2694	ASHP (AC-20-5TR, AC-20XP OR AC-15-P)	27,285	GAL	$3.40	$92,769.00	$4.00	$109,140.00	$3.75	$102,318.75	$4.00	$109,140.00
14	341-2011	D-GR HMA (QCQA) TY-B PG64-22	5,430	TON	$55.00	$298,650.00	$56.00	$304,080.00	$52.00	$282,360.00	$56.30	$305,709.00
15	341-2048	D-GR HMA (QCQA) TY-C SAC-B PG70-22	11,245	TON	$60.00	$674,700.00	$58.00	$652,210.00	$54.00	$607,230.00	$58.50	$657,832.50
16	432-2002	RIPRAP (CONC) (5 IN)	503.7	CY	$335.00	$168,739.50	$255.00	$128,443.50	$275.00	$138,517.50	$452.70	$228,024.99
17	432-2039	RIPRAP (MOW STRIP) (4 IN)	163.3	CY	$425.00	$69,402.50	$285.00	$46,540.50	$350.00	$57,155.00	$298.40	$48,728.72
18	462-2001	CONC BOX CULV (3FT X 2FT)	30.0	LF	$150.00	$4,500.00	$130.00	$3,900.00	$160.00	$4,800.00	$185.30	$5,559.00
19	462-2003	CONC BOX CULV (4FT X 2FT)	62.0	LF	$155.00	$9,610.00	$140.00	$8,680.00	$170.00	$10,540.00	$201.00	$12,462.00
20	462-2004	CONC BOX CULV (4FT X 3FT)	188.0	LF	$160.00	$30,080.00	$177.00	$33,276.00	$200.00	$37,600.00	$216.80	$40,758.40
21	462-2007	CONC BOX CULV (5FT X 3FT)	56.0	LF	$170.00	$9,520.00	$170.00	$9,520.00	$210.00	$11,760.00	$285.80	$16,004.80
22	462-2010	CONC BOX CULV (6FT X 3FT)	46.0	LF	$200.00	$9,200.00	$210.00	$9,660.00	$280.00	$12,880.00	$354.00	$16,284.00
23	462-2029	CONC BOX CULV (10FT X 5FT)	24.0	LF	$400.00	$9,600.00	$1,050.00	$25,200.00	$660.00	$15,840.00	$2,261.25	$54,270.00
24	462-2053	CONC BOX CULV (10FT X 4FT)	39.0	LF	$375.00	$14,625.00	$760.00	$29,640.00	$500.00	$19,500.00	$2,148.60	$83,795.40
25	462-WC01	CONC BOX CULV (10FT X 6.5FT)	6.0	LF	$500.00	$3,000.00	$1,090.00	$6,540.00	$1,100.00	$6,600.00	$1,050.00	$6,300.00
26	464-2021	RC PIPE (CL IV) (18 IN)	338.0	LF	$45.00	$15,210.00	$62.00	$20,956.00	$55.00	$18,590.00	$47.60	$16,088.80
27	464-2022	RC PIPE (CL IV) (24 IN)	118.0	LF	$50.00	$5,900.00	$69.00	$8,142.00	$70.00	$8,260.00	$64.25	$7,581.50
28	464-2028	RC PIPE (CL IV) (48 IN)	30.0	LF	$135.00	$4,050.00	$180.00	$5,400.00	$165.00	$4,950.00	$176.60	$5,298.00
29	464-2098	RC PIPE (ARCH (CL IV) (DES 1)	19.0	LF	$72.00	$1,368.00	$172.00	$3,268.00	$120.00	$2,280.00	$154.30	$2,931.70
30	464-2102	RC PIPE (ARCH (CL IV) (DES 5)	26.0	LF	$130.00	$3,380.00	$247.00	$6,422.00	$190.00	$4,940.00	$215.50	$5,603.00
31	464-2103	RC PIPE (ARCH (CL IV) (DES 6)	110.0	LF	$150.00	$16,500.00	$267.00	$29,370.00	$220.00	$24,200.00	$80.30	$8,833.00
32	466-2049	WINGWALL (PW) (HW=5FT)	1.0	EA	$7,000.00	$7,000.00	$7,000.00	$7,000.00	$4,500.00	$4,500.00	$5,405.00	$5,405.00
33	466-2050	WINGWALL (PW) (HW=6FT)	1.0	EA	$8,500.00	$8,500.00	$9,000.00	$9,000.00	$8,000.00	$8,000.00	$10,612.60	$10,612.60
34	466-2051	WINGWALL (PW) (HW=7FT)	1.0	EA	$9,000.00	$9,000.00	$12,000.00	$12,000.00	$10,000.00	$10,000.00	$13,044.00	$13,044.00
35	466-2052	WINGWALL (PW) (HW=8FT)	1.0	EA	$14,000.00	$14,000.00	$18,000.00	$18,000.00	$15,000.00	$15,000.00	$13,972.00	$13,972.00
36	466-2053	WINGWALL (PW) (HW=9FT)	3.0	EA	$16,000.00	$48,000.00	$22,000.00	$66,000.00	$17,000.00	$51,000.00	$17,230.00	$51,690.00

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BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	ENGINEER'S ESTIMATE		JOE BLAND		CAPITAL EXCAVATION		AUSTIN ENGINEERING	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
37	466-2055	WINGWALL (PW) (HW=11FT)	1.0	EA	$27,000.00	$27,000.00	$24,000.00	$24,000.00	$28,000.00	$28,000.00	$28,953.00	$28,953.00
38	466-2056	WINGWALL (PW) (=12FT)	2.0	EA	$29,000.00	$58,000.00	$25,000.00	$50,000.00	$30,000.00	$60,000.00	$31,691.00	$63,382.00
39	467-2172	SET (TY I)(S=3 FT)(HW=3FT)(6:1)(P)	2.0	EA	$3,500.00	$7,000.00	$4,600.00	$9,200.00	$4,200.00	$8,400.00	$3,120.50	$6,241.00
40	467-2177	SET (TY I)(S=4 FT)(HW=3FT)(6:1)(P)	4.0	EA	$4,500.00	$18,000.00	$6,000.00	$24,000.00	$4,600.00	$18,400.00	$4,437.00	$17,748.00
41	467-2178	SET (TY I)(S=4 FT)(HW=4FT)(6:1)(P)	10.0	EA	$5,500.00	$55,000.00	$6,200.00	$62,000.00	$5,300.00	$53,000.00	$5,491.00	$54,910.00
42	467-2183	SET (TY I)(S=5 FT)(HW=4FT)(6:1)(P)	2.0	EA	$6,500.00	$13,000.00	$6,700.00	$13,400.00	$5,600.00	$11,200.00	$6,036.00	$12,072.00
43	467-2188	SET (TY I)(S=6 FT)(HW=4FT)(6:1)(P)	2.0	EA	$8,000.00	$16,000.00	$7,300.00	$14,600.00	$7,500.00	$15,000.00	$6,706.00	$13,412.00
44	467-2286	SET (TY II)(18 IN)(RCP)(6:1)(P)	20.0	EA	$750.00	$15,000.00	$800.00	$16,000.00	$810.00	$16,200.00	$788.30	$15,766.00
45	467-2288	SET (TY II)(24 IN)(RCP)(6:1)(P)	8.0	EA	$1,000.00	$8,000.00	$900.00	$7,200.00	$1,100.00	$8,800.00	$900.00	$7,200.00
46	467-2294	SET (TY II)(48 IN)(RCP)(6:1)(P)	2.0	EA	$5,400.00	$10,800.00	$4,500.00	$9,000.00	$4,100.00	$8,200.00	$3,940.00	$7,880.00
47	467-2365	SET (TY II)(DES 6)(RCP)(6:1)(P)	4.0	EA	$3,800.00	$15,200.00	$3,300.00	$13,200.00	$3,700.00	$14,800.00	$2,927.00	$11,708.00
48	467-2371	SET (TY II)(DES 1)(RCP)(6:1)(P)	2.0	EA	$2,500.00	$5,000.00	$1,600.00	$3,200.00	$1,000.00	$2,000.00	$844.50	$1,689.00
49	467-WC01	SET (TY II)(DES 5)(RCP)(6:1)(P)	2.0	EA	$3,200.00	$6,400.00	$3,000.00	$6,000.00	$2,900.00	$5,800.00	$2,365.00	$4,730.00
50	496-2004	REMOV STR (SET)	58.0	EA	$420.00	$24,360.00	$85.00	$4,930.00	$250.00	$14,500.00	$84.00	$4,872.00
51	496-2005	REMOV STR (WINGWALL)	10.0	EA	$1,000.00	$10,000.00	$935.00	$9,350.00	$1,200.00	$12,000.00	$629.00	$6,290.00
52	496-2007	REMOV STR (PIPE)	1,112.0	LF	$13.00	$14,456.00	$7.00	$7,784.00	$8.00	$8,896.00	$13.50	$15,012.00
53	500-2001	MOBILIZATION	1.0	LS	$294,250.00	$294,250.00	$120,000.00	$120,000.00	$201,000.00	$201,000.00	$210,022.52	$210,022.52
54	502-2001	BARRICADES, SIGNS, AND TRAFFIC HANDLING	9.0	MO	$5,000.00	$45,000.00	$3,200.00	$28,800.00	$2,000.00	$18,000.00	$2,000.00	$18,000.00
55	506-2002	ROCK FILTER DAMS (INSTALL) (TY 2)	853.0	LF	$16.00	$13,648.00	$14.00	$11,942.00	$20.00	$17,060.00	$16.30	$13,903.90
56	506-2009	ROCK FILTER DAMS (REMOVE)	853.0	LF	$5.50	$4,691.50	$5.00	$4,265.00	$5.00	$4,265.00	$5.00	$4,265.00
57	506-2016	CONSTRUCTION EXITS (INSTALL) (TY 1)	300.0	SY	$15.00	$4,500.00	$6.00	$1,800.00	$10.00	$3,000.00	$10.20	$3,060.00
58	506-2019	CONSTRUCTION EXITS (REMOVE)	300.0	SY	$5.00	$1,500.00	$4.00	$1,200.00	$5.00	$1,500.00	$4.50	$1,350.00
59	506-2024	BACKHOE WORK (EROSION & SEDM CONT)	150.0	HR	$55.00	$8,250.00	$74.00	$11,100.00	$55.00	$8,250.00	$60.00	$9,000.00
60	506-2034	TEMPORARY SEDIMENT CONTROL FENCE	5,447.0	LF	$3.00	$16,341.00	$1.40	$7,625.80	$2.00	$10,894.00	$1.40	$7,625.80
61	530-2005	INTERSECTIONS (ACP)	378	SY	$35.00	$13,230.00	$65.00	$24,570.00	$40.00	$15,120.00	$25.00	$9,450.00
62	530-2010	DRIVEWAYS (CONC)	395	SY	$90.00	$35,550.00	$64.00	$25,280.00	$60.00	$23,700.00	$60.00	$23,700.00
63	530-2011	DRIVEWAYS (ACP)	1,359	SY	$80.00	$108,720.00	$31.00	$42,129.00	$30.00	$40,770.00	$11.00	$14,949.00
64	530-2012	DRIVEWAYS (SURF TREAT)	432.0	SY	$40.00	$17,280.00	$26.00	$11,232.00	$22.00	$9,504.00	$4.50	$1,944.00
65	530-2017	TURNOUTS (ACP)	160.0	SY	$50.00	$8,000.00	$110.00	$17,600.00	$40.00	$6,400.00	$180.00	$28,800.00
66	540-2001	MTL W-BEAM GD FEN (TIM POST)	2,112.5	LF	$16.00	$33,800.00	$16.00	$33,800.00	$16.00	$33,800.00	$16.50	$34,856.25
67	540-2003	MTL THRIE-BEAM GD FEN (TIM POST)	50.00	LF	$55.00	$2,750.00	$30.00	$1,500.00	$29.00	$1,450.00	$25.35	$1,267.50
68	540-2005	TERMINAL ANCHOR SECTION	10.00	EA	$425.00	$4,250.00	$500.00	$5,000.00	$460.00	$4,600.00	$479.00	$4,790.00
69	540-2011	MTL BEAM GD FEN TRANS (THRIE-BEAM)	2.00	EA	$1,325.00	$2,650.00	$800.00	$1,600.00	$725.00	$1,450.00	$1,408.00	$2,816.00
70	540-2014	MTL W-BEAM GD FEN (LOW FILL CULVERT)	75.0	LF	$40.00	$3,000.00	$40.00	$3,000.00	$40.00	$3,000.00	$33.80	$2,535.00
71	542-2001	REMOVING METAL BEAM GUARD FENCE	700.0	LF	$1.50	$1,050.00	$1.20	$840.00	$1.00	$700.00	$2.00	$1,400.00
72	544-2001	GUARDRAIL END TREATMENT (INSTALL)	10.0	EA	$2,000.00	$20,000.00	$2,300.00	$23,000.00	$2,085.00	$20,850.00	$2,055.00	$20,550.00

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BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	ENGINEER'S ESTIMATE		JOE BLAND		CAPITAL EXCAVATION		AUSTIN ENGINEERING	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
73	544-2003	GUARDRAIL END TREATEMENT (REMOVE)	6.0	EA	$210.00	$1,260.00	$140.00	$840.00	$130.00	$780.00	$158.00	$948.00
74	552-2001	WIRE FENCE (TY A)	502.0	LF	$12.00	$6,024.00	$8.00	$4,016.00	$7.00	$3,514.00	$8.45	$4,241.90
75	560-2001	MAILBOX INSTALLATION (SINGLE)	6	EA	$150.00	$900.00	$170.00	$1,020.00	$150.00	$900.00	$152.00	$912.00
76	560-2002	MAILBOX INSTALLATION (DOUBLE)	3	EA	$175.00	$525.00	$340.00	$1,020.00	$300.00	$900.00	$208.50	$625.50
77	560-2003	MAILBOX INSTALLATION (MULTIPLE)	5	EA	$275.00	$1,375.00	$570.00	$2,850.00	$500.00	$2,500.00	$557.50	$2,787.50
78	644-2001	INS SM RD SN SUP&AM TY 10BWG(1) SA(P)	3	EA	$350.00	$1,050.00	$350.00	$1,050.00	$340.00	$1,020.00	$366.00	$1,098.00
79	644-2004	INS SM RD SN SUP&AM TY 10BWG(1) SA(T)	1	EA	$475.00	$475.00	$370.00	$370.00	$365.00	$365.00	$495.50	$495.50
80	644-2056	RELOCATE SM RD SN SUP & AM TY 10BWG	13	EA	$295.00	$3,835.00	$300.00	$3,900.00	$275.00	$3,575.00	$282.00	$3,666.00
81	644-2061	RELOCATE SM RD SN SUP & AM (HIST MRKR)	1	EA	$300.00	$300.00	$400.00	$400.00	$375.00	$375.00	$338.00	$338.00
82	658-2260	INSTL DEL ASSM (D-SW)SZ (TYC)GF1	34	EA	$16.00	$544.00	$22.00	$748.00	$20.00	$680.00	$17.00	$578.00
83	658-2314	INSTL OM ASSM (OM-2X)(WC) GND	54	EA	$42.00	$2,268.00	$50.00	$2,700.00	$45.00	$2,430.00	$45.00	$2,430.00
84	662-2113	WK ZN PAV MRK SHT TERM (TAB) TY W	460	EA	$1.15	$529.00	$2.30	$1,058.00	$1.00	$460.00	$0.40	$184.00
85	662-2115	WK ZN PAV MRK SHT TERM (TAB) TY Y-2	460	EA	$1.15	$529.00	$2.30	$1,058.00	$1.00	$460.00	$0.40	$184.00
86	666-2002	REFL PAV MRK TY I (W) 4" (BRK)(090MIL)	4,510	LF	$0.55	$2,480.50	$0.40	$1,804.00	$0.46	$2,074.60	$0.40	$1,804.00
87	666-2011	REFL PAV MRK TY I (W) 4" (SLD)(090 MIL)	18,213	LF	$0.45	$8,195.85	$0.40	$7,285.20	$0.42	$7,649.46	$0.40	$7,285.20
88	666-2035	REFL PAV MRK TY I (W) 8" (SLD)(090 MIL)	10	LF	$1.50	$15.00	$2.30	$23.00	$2.00	$20.00	$2.25	$22.50
89	666-2047	REFL PAV MRK TY I (W) 24" (SLD)(090 MIL)	250	LF	$12.00	$3,000.00	$7.00	$1,750.00	$7.60	$1,900.00	$6.85	$1,712.50
90	666-2104	REFL PAV MRK TY I (Y) 4" (BRK)(090 MIL)	4,270	LF	$0.55	$2,348.50	$0.40	$1,708.00	$0.46	$1,964.20	$0.40	$1,708.00
91	666-2110	REFL PAV MRK TY I (Y) 4" (SLD)(090 MIL)	19,229	LF	$0.45	$8,653.05	$0.40	$7,691.60	$0.42	$8,076.18	$0.40	$7,691.60
92	666-2131	REFL PAV MRK TY I (Y) 24" (SLD)(090 MIL)	190	LF	$12.00	$2,280.00	$7.00	$1,330.00	$6.85	$1,301.50	$6.90	$1,311.00
93	666-2142	REFL PAV MRK TY II (W) 4" (BRK)	4,510	LF	$0.25	$1,127.50	$0.14	$631.40	$0.13	$586.30	$0.15	$676.50
94	666-2145	REFL PAV MRK TY II (W) 4" (SLD)	18,213	LF	$0.30	$5,463.90	$0.14	$2,549.82	$0.11	$2,003.43	$0.15	$2,731.95
95	666-2153	REFL PAV MRK TY II (W) 8" (SLD)	10	LF	$0.50	$5.00	$1.20	$12.00	$2.00	$20.00	$1.14	$11.40
96	666-2157	REFL PAV MRK TY II (W) 24" (SLD)	250	LF	$2.00	$500.00	$3.00	$750.00	$1.90	$475.00	$2.80	$700.00
97	666-2176	REFL PAV MRK TY II (Y) 4" (BRK)	4,270	LF	$0.25	$1,067.50	$0.14	$597.80	$0.13	$555.10	$0.15	$640.50
98	666-2178	REFL PAV MRK TY II (Y) 4" (SLD)	19,229	LF	$0.30	$5,768.70	$0.14	$2,692.06	$0.12	$2,307.48	$0.12	$2,307.48
99	666-2185	REFL PAV MRK TY II (Y) 24" (SLD)	190	LF	$2.00	$380.00	$3.00	$570.00	$1.70	$323.00	$2.80	$532.00
100	672-2012	REFL PAV MRKR TY I-C	227	EA	$4.00	$908.00	$4.20	$953.40	$3.65	$828.55	$4.12	$935.24
101	672-2015	REFL PAV MRKR TY II-A-A	515.0	EA	$5.00	$2,575.00	$4.20	$2,163.00	$3.70	$1,905.50	$4.12	$2,121.80
		TOTAL COST OF BASE BID ADJUSTED FOR CORRECTNESS				**$3,236,816.15**		**$2,981,784.92**		**$2,998,207.33**		**$3,175,208.01**
		ACTUAL BASE BID PROPOSAL				$3,236,816.15		$2,981,784.92		$2,998,207.33		$3,175,208.01
		ADJUSTMENT DIFFERENCE				$0.00		$0.00		$0.00		$0.00

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					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
	Acknowledgement of Addenda:											
	Addendum No. 1							Yes		Yes		Yes
	Addendum No. 2							Yes		Yes		Yes
	Bid Bond							Yes		Yes		Yes
	Conflict of Interest Statement							Yes		Yes		Yes
	References (Mimimum of three)							Yes		Yes		Yes

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BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	RGM CONSTRUCTORS		DAN WILLIAMS COMPANY		ANDERSON COLUMBIA		CASH CONSTRUCTION	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
1	100-2002	PREPARING ROW	92.0	STA	$1,500.00	$138,000.00	$280.00	$25,760.00	$700.00	$64,400.00	$930.00	$85,560.00
2	104-2009	REMOVING CONC (RIPRAP)	1,191.0	SY	$12.00	$14,292.00	$6.95	$8,277.45	$7.00	$8,337.00	$6.00	$7,146.00
3	110-2001	EXCAVATION (ROADWAY)	21,905	CY	$7.95	$174,144.75	$15.00	$328,575.00	$7.00	$153,335.00	$13.00	$284,765.00
4	132-2005	EMBANKMENT (FINAL) (ORD COMP) (TY C)	6,369	CY	$10.00	$63,690.00	$8.40	$53,499.60	$7.00	$44,583.00	$5.00	$31,845.00
5	160-2003	FURNISHING AND PLACING TOPSOIL (4")	48,475	SY	$1.00	$48,475.00	$1.38	$66,895.50	$1.70	$82,407.50	$2.00	$96,950.00
6	164-2039	DRILL SEEDING (PERM) (URBAN) (CLAY)	48,475	SY	$0.24	$11,634.00	$0.65	$31,508.75	$0.12	$5,817.00	$0.20	$9,695.00
7	164-2041	DRILL SEEDING (TEMP) (WARM)	24,238	SY	$0.24	$5,817.12	$0.62	$15,027.56	$0.10	$2,423.80	$0.20	$4,847.60
8	164-2043	DRILL SEEDING (TEMP) (COOL)	24,328	SY	$0.24	$5,838.72	$0.62	$15,083.36	$0.10	$2,432.80	$0.20	$4,865.60
9	169-2001	SOIL RETENTION BLANKETS (CL 1) (TY A)	4,804	SY	$1.10	$5,284.40	$1.30	$6,245.20	$1.00	$4,804.00	$1.00	$4,804.00
10	247-2366	FL BS (CMP IN PLC) (TY A GR 5) (FNAL POS)	8,243.0	CY	$30.00	$247,290.00	$23.50	$193,710.50	$30.00	$247,290.00	$58.00	$478,094.00
11	310-2005	PRIME COAT (MC-30 OR AE-P)	4,761	GAL	$3.80	$18,091.80	$4.44	$21,138.84	$4.00	$19,044.00	$4.00	$19,044.00
12	316-2239	AGGR (TY-PD GR-4 SAC-B)	569	CY	$67.00	$38,123.00	$78.85	$44,865.65	$68.00	$38,692.00	$84.00	$47,796.00
13	316-2694	ASHP (AC-20-5TR, AC-20XP OR AC-15-P)	27,285	GAL	$3.65	$99,590.25	$4.30	$117,325.50	$4.00	$109,140.00	$4.00	$109,140.00
14	341-2011	D-GR HMA (QCQA) TY-B PG64-22	5,430	TON	$52.00	$282,360.00	$60.70	$329,601.00	$52.00	$282,360.00	$58.00	$314,940.00
15	341-2048	D-GR HMA (QCQA) TY-C SAC-B PG70-22	11,245	TON	$54.00	$607,230.00	$63.20	$710,684.00	$54.00	$607,230.00	$63.00	$708,435.00
16	432-2002	RIPRAP (CONC) (5 IN)	503.7	CY	$320.00	$161,184.00	$325.00	$163,702.50	$350.00	$176,295.00	$330.00	$166,221.00
17	432-2039	RIPRAP (MOW STRIP) (4 IN)	163.3	CY	$425.00	$69,402.50	$270.00	$44,091.00	$370.00	$60,421.00	$470.00	$76,751.00
18	462-2001	CONC BOX CULV (3FT X 2FT)	30.0	LF	$220.00	$6,600.00	$153.00	$4,590.00	$430.00	$12,900.00	$300.00	$9,000.00
19	462-2003	CONC BOX CULV (4FT X 2FT)	62.0	LF	$165.00	$10,230.00	$154.00	$9,548.00	$460.00	$28,520.00	$320.00	$19,840.00
20	462-2004	CONC BOX CULV (4FT X 3FT)	188.0	LF	$170.00	$31,960.00	$225.00	$42,300.00	$430.00	$80,840.00	$280.00	$52,640.00
21	462-2007	CONC BOX CULV (5FT X 3FT)	56.0	LF	$210.00	$11,760.00	$200.00	$11,200.00	$620.00	$34,720.00	$390.00	$21,840.00
22	462-2010	CONC BOX CULV (6FT X 3FT)	46.0	LF	$255.00	$11,730.00	$260.00	$11,960.00	$520.00	$23,920.00	$380.00	$17,480.00
23	462-2029	CONC BOX CULV (10FT X 5FT)	24.0	LF	$740.00	$17,760.00	$595.00	$14,280.00	$920.00	$22,080.00	$1,100.00	$26,400.00
24	462-2053	CONC BOX CULV (10FT X 4FT)	39.0	LF	$550.00	$21,450.00	$535.00	$20,865.00	$860.00	$33,540.00	$900.00	$35,100.00
25	462-WC01	CONC BOX CULV (10FT X 6.5FT)	6.0	LF	$1,500.00	$9,000.00	$955.00	$5,730.00	$1,700.00	$10,200.00	$1,500.00	$9,000.00
26	464-2021	RC PIPE (CL IV) (18 IN)	338.0	LF	$65.00	$21,970.00	$45.00	$15,210.00	$40.00	$13,520.00	$80.00	$27,040.00
27	464-2022	RC PIPE (CL IV) (24 IN)	118.0	LF	$75.00	$8,850.00	$93.00	$10,974.00	$88.00	$10,384.00	$100.00	$11,800.00
28	464-2028	RC PIPE (CL IV) (48 IN)	30.0	LF	$165.00	$4,950.00	$185.00	$5,550.00	$264.00	$7,920.00	$250.00	$7,500.00
29	464-2098	RC PIPE (ARCH (CL IV) (DES 1)	19.0	LF	$145.00	$2,755.00	$93.00	$1,767.00	$110.00	$2,090.00	$160.00	$3,040.00
30	464-2102	RC PIPE (ARCH (CL IV) (DES 5)	26.0	LF	$250.00	$6,500.00	$192.00	$4,992.00	$190.00	$4,940.00	$260.00	$6,760.00
31	464-2103	RC PIPE (ARCH (CL IV) (DES 6)	110.0	LF	$325.00	$35,750.00	$195.00	$21,450.00	$220.00	$24,200.00	$380.00	$41,800.00
32	466-2049	WINGWALL (PW) (HW=5FT)	1.0	EA	$8,600.00	$8,600.00	$6,350.00	$6,350.00	$8,000.00	$8,000.00	$7,000.00	$7,000.00
33	466-2050	WINGWALL (PW) (HW=6FT)	1.0	EA	$14,000.00	$14,000.00	$13,000.00	$13,000.00	$15,000.00	$15,000.00	$12,000.00	$12,000.00
34	466-2051	WINGWALL (PW) (HW=7FT)	1.0	EA	$17,000.00	$17,000.00	$14,000.00	$14,000.00	$21,000.00	$21,000.00	$15,000.00	$15,000.00
35	466-2052	WINGWALL (PW) (HW=8FT)	1.0	EA	$17,500.00	$17,500.00	$18,400.00	$18,400.00	$23,000.00	$23,000.00	$21,000.00	$21,000.00
36	466-2053	WINGWALL (PW) (HW=9FT)	3.0	EA	$23,000.00	$69,000.00	$21,600.00	$64,800.00	$31,000.00	$93,000.00	$24,000.00	$72,000.00

Williamson County Road Bond Program
11WC915 - SH 29 Two-Way Left Turn Lane
HNTB Bid Tabulation
September 13, 2011

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	RGM CONSTRUCTORS		DAN WILLIAMS COMPANY		ANDERSON COLUMBIA		CASH CONSTRUCTION	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
37	466-2055	WINGWALL (PW) (HW=11FT)	1.0	EA	$32,000.00	$32,000.00	$28,500.00	$28,500.00	$49,000.00	$49,000.00	$32,000.00	$32,000.00
38	466-2056	WINGWALL (PW) (=12FT)	2.0	EA	$33,000.00	$66,000.00	$31,000.00	$62,000.00	$52,000.00	$104,000.00	$40,000.00	$80,000.00
39	467-2172	SET (TY I)(S=3 FT)(HW=3FT)(6:1)(P)	2.0	EA	$5,600.00	$11,200.00	$5,700.00	$11,400.00	$4,400.00	$8,800.00	$5,000.00	$10,000.00
40	467-2177	SET (TY I)(S=4 FT)(HW=3FT)(6:1)(P)	4.0	EA	$5,700.00	$22,800.00	$7,300.00	$29,200.00	$4,200.00	$16,800.00	$5,500.00	$22,000.00
41	467-2178	SET (TY I)(S=4 FT)(HW=4FT)(6:1)(P)	10.0	EA	$6,700.00	$67,000.00	$8,650.00	$86,500.00	$4,400.00	$44,000.00	$7,500.00	$75,000.00
42	467-2183	SET (TY I)(S=5 FT)(HW=4FT)(6:1)(P)	2.0	EA	$8,000.00	$16,000.00	$9,595.00	$19,190.00	$6,800.00	$13,600.00	$8,000.00	$16,000.00
43	467-2188	SET (TY I)(S=6 FT)(HW=4FT)(6:1)(P)	2.0	EA	$8,500.00	$17,000.00	$10,580.00	$21,160.00	$9,400.00	$18,800.00	$9,000.00	$18,000.00
44	467-2286	SET (TY II)(18 IN)(RCP)(6:1)(P)	20.0	EA	$925.00	$18,500.00	$485.00	$9,700.00	$550.00	$11,000.00	$1,100.00	$22,000.00
45	467-2288	SET (TY II)(24 IN)(RCP)(6:1)(P)	8.0	EA	$1,200.00	$9,600.00	$830.00	$6,640.00	$850.00	$6,800.00	$1,500.00	$12,000.00
46	467-2294	SET (TY II)(48 IN)(RCP)(6:1)(P)	2.0	EA	$5,900.00	$11,800.00	$4,630.00	$9,260.00	$6,900.00	$13,800.00	$6,000.00	$12,000.00
47	467-2365	SET (TY II)(DES 6)(RCP)(6:1)(P)	4.0	EA	$6,800.00	$27,200.00	$4,885.00	$19,540.00	$3,500.00	$14,000.00	$7,000.00	$28,000.00
48	467-2371	SET (TY II)(DES 1)(RCP)(6:1)(P)	2.0	EA	$1,600.00	$3,200.00	$980.00	$1,960.00	$2,700.00	$5,400.00	$1,600.00	$3,200.00
49	467-WC01	SET (TY II)(DES 5)(RCP)(6:1)(P)	2.0	EA	$5,600.00	$11,200.00	$3,935.00	$7,870.00	$3,300.00	$6,600.00	$5,500.00	$11,000.00
50	496-2004	REMOV STR (SET)	58.0	EA	$325.00	$18,850.00	$280.00	$16,240.00	$100.00	$5,800.00	$400.00	$23,200.00
51	496-2005	REMOV STR (WINGWALL)	10.0	EA	$2,200.00	$22,000.00	$2,025.00	$20,250.00	$1,000.00	$10,000.00	$1,000.00	$10,000.00
52	496-2007	REMOV STR (PIPE)	1,112.0	LF	$11.00	$12,232.00	$12.15	$13,510.80	$8.00	$8,896.00	$25.00	$27,800.00
53	500-2001	MOBILIZATION	1.0	LS	$300,000.00	$300,000.00	$150,000.00	$150,000.00	$300,000.00	$300,000.00	$80,000.90	$80,000.90
54	502-2001	BARRICADES, SIGNS, AND TRAFFIC HANDLING	9.0	MO	$2,000.00	$18,000.00	$4,090.00	$36,810.00	$11,000.00	$99,000.00	$4,000.00	$36,000.00
55	506-2002	ROCK FILTER DAMS (INSTALL) (TY 2)	853.0	LF	$13.00	$11,089.00	$15.20	$12,965.60	$20.00	$17,060.00	$25.00	$21,325.00
56	506-2009	ROCK FILTER DAMS (REMOVE)	853.0	LF	$2.75	$2,345.75	$3.00	$2,559.00	$6.00	$5,118.00	$5.00	$4,265.00
57	506-2016	CONSTRUCTION EXITS (INSTALL) (TY 1)	300.0	SY	$7.00	$2,100.00	$7.70	$2,310.00	$8.00	$2,400.00	$15.00	$4,500.00
58	506-2019	CONSTRUCTION EXITS (REMOVE)	300.0	SY	$2.10	$630.00	$2.45	$735.00	$6.00	$1,800.00	$5.00	$1,500.00
59	506-2024	BACKHOE WORK (EROSION & SEDM CONT)	150.0	HR	$55.00	$8,250.00	$61.45	$9,217.50	$70.00	$10,500.00	$52.00	$7,800.00
60	506-2034	TEMPORARY SEDIMENT CONTROL FENCE	5,447.0	LF	$1.65	$8,987.55	$1.90	$10,349.30	$2.00	$10,894.00	$2.50	$13,617.50
61	530-2005	INTERSECTIONS (ACP)	378	SY	$50.00	$18,900.00	$66.75	$25,231.50	$54.00	$20,412.00	$100.00	$37,800.00
62	530-2010	DRIVEWAYS (CONC)	395	SY	$65.00	$25,675.00	$67.75	$26,761.25	$52.00	$20,540.00	$60.00	$23,700.00
63	530-2011	DRIVEWAYS (ACP)	1,359	SY	$31.00	$42,129.00	$20.00	$27,180.00	$24.00	$32,616.00	$55.00	$74,745.00
64	530-2012	DRIVEWAYS (SURF TREAT)	432.0	SY	$26.00	$11,232.00	$11.00	$4,752.00	$17.00	$7,344.00	$15.00	$6,480.00
65	530-2017	TURNOUTS (ACP)	160.0	SY	$30.00	$4,800.00	$49.80	$7,968.00	$54.00	$8,640.00	$60.00	$9,600.00
66	540-2001	MTL W-BEAM GD FEN (TIM POST)	2,112.5	LF	$20.00	$42,250.00	$15.85	$33,483.13	$14.00	$29,575.00	$17.00	$35,912.50
67	540-2003	MTL THRIE-BEAM GD FEN (TIM POST)	50.00	LF	$43.00	$2,150.00	$34.80	$1,740.00	$30.00	$1,500.00	$30.00	$1,500.00
68	540-2005	TERMINAL ANCHOR SECTION	10.00	EA	$410.00	$4,100.00	$725.00	$7,250.00	$700.00	$7,000.00	$500.00	$5,000.00
69	540-2011	MTL BEAM GD FEN TRANS (THRIE-BEAM)	2.00	EA	$340.00	$680.00	$1,515.00	$3,030.00	$1,400.00	$2,800.00	$800.00	$1,600.00
70	540-2014	MTL W-BEAM GD FEN (LOW FILL CULVERT)	75.0	LF	$55.00	$4,125.00	$43.70	$3,277.50	$40.00	$3,000.00	$40.00	$3,000.00
71	542-2001	REMOVING METAL BEAM GUARD FENCE	700.0	LF	$2.65	$1,855.00	$1.15	$805.00	$1.00	$700.00	$2.00	$1,400.00
72	544-2001	GUARDRAIL END TREATMENT (INSTALL)	10.0	EA	$2,000.00	$20,000.00	$2,440.90	$24,409.00	$2,200.00	$22,000.00	$2,500.00	$25,000.00

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	RGM CONSTRUCTORS		DAN WILLIAMS COMPANY		ANDERSON COLUMBIA		CASH CONSTRUCTION	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
73	544-2003	GUARDRAIL END TREATEMENT (REMOVE)	6.0	EA	$725.00	$4,350.00	$121.40	$728.40	$130.00	$780.00	$200.00	$1,200.00
74	552-2001	WIRE FENCE (TY A)	502.0	LF	$4.50	$2,259.00	$5.15	$2,585.30	$10.00	$5,020.00	$7.00	$3,514.00
75	560-2001	MAILBOX INSTALLATION (SINGLE)	6	EA	$160.00	$960.00	$185.00	$1,110.00	$160.00	$960.00	$180.00	$1,080.00
76	560-2002	MAILBOX INSTALLATION (DOUBLE)	3	EA	$320.00	$960.00	$236.00	$708.00	$200.00	$600.00	$350.00	$1,050.00
77	560-2003	MAILBOX INSTALLATION (MULTIPLE)	5	EA	$525.00	$2,625.00	$546.00	$2,730.00	$450.00	$2,250.00	$550.00	$2,750.00
78	644-2001	INS SM RD SN SUP&AM TY 10BWG(1) SA(P)	3	EA	$350.00	$1,050.00	$471.75	$1,415.25	$400.00	$1,200.00	$350.00	$1,050.00
79	644-2004	INS SM RD SN SUP&AM TY 10BWG(1) SA(T)	1	EA	$375.00	$375.00	$490.00	$490.00	$425.00	$425.00	$400.00	$400.00
80	644-2056	RELOCATE SM RD SN SUP & AM TY 10BWG	13	EA	$300.00	$3,900.00	$416.50	$5,414.50	$360.00	$4,680.00	$400.00	$5,200.00
81	644-2061	RELOCATE SM RD SN SUP & AM (HIST MRKR)	1	EA	$400.00	$400.00	$427.00	$427.00	$360.00	$360.00	$500.00	$500.00
82	658-2260	INSTL DEL ASSM (D-SW)SZ (TYC)GF1	34	EA	$21.00	$714.00	$16.35	$555.90	$24.00	$816.00	$20.00	$680.00
83	658-2314	INSTL OM ASSM (OM-2X)(WC) GND	54	EA	$47.00	$2,538.00	$42.55	$2,297.70	$52.00	$2,808.00	$45.00	$2,430.00
84	662-2113	WK ZN PAV MRK SHT TERM (TAB) TY W	460	EA	$2.10	$966.00	$2.70	$1,242.00	$1.00	$460.00	$2.00	$920.00
85	662-2115	WK ZN PAV MRK SHT TERM (TAB) TY Y-2	460	EA	$2.10	$966.00	$2.70	$1,242.00	$1.00	$460.00	$2.00	$920.00
86	666-2002	REFL PAV MRK TY I (W) 4" (BRK)(090MIL)	4,510	LF	$0.37	$1,668.70	$0.42	$1,894.20	$0.47	$2,119.70	$0.50	$2,255.00
87	666-2011	REFL PAV MRK TY I (W) 4" (SLD)(090 MIL)	18,213	LF	$0.37	$6,738.81	$0.42	$7,649.46	$0.37	$6,738.81	$0.50	$9,106.50
88	666-2035	REFL PAV MRK TY I (W) 8" (SLD)(090 MIL)	10	LF	$2.10	$21.00	$2.43	$24.30	$2.00	$20.00	$2.50	$25.00
89	666-2047	REFL PAV MRK TY I (W) 24" (SLD)(090 MIL)	250	LF	$6.35	$1,587.50	$7.40	$1,850.00	$10.00	$2,500.00	$7.00	$1,750.00
90	666-2104	REFL PAV MRK TY I (Y) 4" (BRK)(090 MIL)	4,270	LF	$0.37	$1,579.90	$0.42	$1,793.40	$0.47	$2,006.90	$0.40	$1,708.00
91	666-2110	REFL PAV MRK TY I (Y) 4" (SLD)(090 MIL)	19,229	LF	$0.37	$7,114.73	$0.42	$8,076.18	$0.44	$8,460.76	$0.40	$7,691.60
92	666-2131	REFL PAV MRK TY I (Y) 24" (SLD)(090 MIL)	190	LF	$6.35	$1,206.50	$7.40	$1,406.00	$7.00	$1,330.00	$7.00	$1,330.00
93	666-2142	REFL PAV MRK TY II (W) 4" (BRK)	4,510	LF	$0.13	$586.30	$0.15	$676.50	$0.16	$721.60	$0.15	$676.50
94	666-2145	REFL PAV MRK TY II (W) 4" (SLD)	18,213	LF	$0.13	$2,367.69	$0.15	$2,731.95	$0.18	$3,278.34	$0.15	$2,731.95
95	666-2153	REFL PAV MRK TY II (W) 8" (SLD)	10	LF	$1.10	$11.00	$1.21	$12.10	$1.60	$16.00	$1.20	$12.00
96	666-2157	REFL PAV MRK TY II (W) 24" (SLD)	250	LF	$2.65	$662.50	$3.03	$757.50	$4.00	$1,000.00	$3.00	$750.00
97	666-2176	REFL PAV MRK TY II (Y) 4" (BRK)	4,270	LF	$0.13	$555.10	$0.15	$640.50	$0.16	$683.20	$0.20	$854.00
98	666-2178	REFL PAV MRK TY II (Y) 4" (SLD)	19,229	LF	$0.12	$2,307.48	$0.13	$2,499.77	$0.21	$4,038.09	$0.15	$2,884.35
99	666-2185	REFL PAV MRK TY II (Y) 24" (SLD)	190	LF	$2.65	$503.50	$3.03	$575.70	$4.00	$760.00	$3.00	$570.00
100	672-2012	REFL PAV MRKR TY I-C	227	EA	$3.85	$873.95	$4.43	$1,005.61	$5.00	$1,135.00	$4.00	$908.00
101	672-2015	REFL PAV MRKR TY II-A-A	515.0	EA	$3.85	$1,982.75	$4.43	$2,281.45	$5.00	$2,575.00	$4.00	$2,060.00
		TOTAL COST OF BASE BID ADJUSTED FOR CORRECTNESS				**$3,265,523.25**		**$3,281,532.66**		**$3,377,183.50**		**$3,721,092.00**
		ACTUAL BASE BID PROPOSAL				$3,265,523.25		$3,281,532.66		$3,377,183.50		$3,721,092.00
		ADJUSTMENT DIFFERENCE				$0.00		$0.00		$0.00		$0.00

Williamson County Road Bond Program
11WC915 - SH 29 Two-Way Left Turn Lane
HNTB Bid Tabulation
September 13, 2011

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	RGM CONSTRUCTORS		DAN WILLIAMS COMPANY		ANDERSON COLUMBIA		CASH CONSTRUCTION	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
	Acknowledgement of Addenda:											
	Addendum No. 1					Yes		Yes		Yes		Yes
	Addendum No. 2					Yes		Yes		Yes		Yes
	Bid Bond					Yes		Yes		Yes		Yes
	Conflict of Interest Statement					Yes		Yes		Yes		Yes
	References (Mimimum of three)					Yes		Yes		Yes		Yes

HNTB Corporation
Engineers Architects Planners

14 Galloping Road
Round Rock, Texas 78681

Telephone (512) 744-9082
Facsimile (512) 248-9940
www.hntb.com

September 13, 2011

Williamson County Purchasing Department
301 S.E. Inner Loop, Suite 106
Georgetown, Texas 78626

Attention: Jonathan Harris
Assistant Purchasing Agent

Re: Williamson County Road Bond Program
SH 29 Two-Way Left Turn Lane
Williamson County Project No. 11WC915
Recommendation of Contractor Award

Dear Mr. Harris,

Please find attached the bid tabulations for the subject-referenced project. The bids have been reviewed and none of the bids had to be adjusted for correctness. The bids are therefore accepted as hereby submitted, with Joe Bland Construction, LP being the low bidder. Following is a summary of the bid totals:

1	Joe Bland Construction, LP	$2,981,784.92
2	Capital Excavation Co.	$2,998,207.33
3	Austin Engineering	$3,175,208.01
4	RGM Constructors	$3,265,523.25
5	Dan Williams Company	$3,281,532.66
6	Anderson Columbia Co.	$3,377,183.50
7	Cash Construction	$3,721,092.00

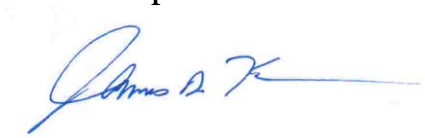
In addition to meeting the bid qualifications subject to being low bidder, Joe Bland successfully completed the Georgetown Inner Loop East Extension project under the Williamson County Road Bond Program and is currently the prime contractor on the RM 2338 Phase II Pass Through Financing project. Based on the quality of work performed by the Contractor and the favorable relationships established with the County and its representatives, we concur with the recommendation of the design engineer, CP&Y, for award of the SH 29 Two-Way Left Turn Lane construction contract to Joe Bland Construction, LP in the contract amount of $2,981,784.92.

The Contractor's low bid is $255,021.23 under the Engineer's estimated cost of construction. This represents an approximate 8% savings to the County.

Please feel free to contact our office with any questions.

Respectfully Submitted,

HNTB Corporation



James D. Klotz, P.E.

VIA E-MAIL

Attachments: Bid Tabulation Analysis, Engineer's Letter of Recommendation

Cc: Judge Dan A. Gattis, Williamson County Judge
Commissioner Lisa Birkman, Williamson County, Pct. 1
Commissioner Cynthia Long, Williamson County, Pct. 2
Commissioner Valerie Covey, Williamson County, Pct. 3
Commissioner Ron Morrison, Williamson County, Pct. 4
Robert B. Daigh, Williamson County
Joe England, Williamson County
Mike Weaver, Prime Strategies, Inc.
Richard Ridings, HNTB Corporation
Justin Word, CP&Y

Commissioners Court - Regular Session **43.**

Meeting Date: 09/20/2011

Budget Order 2011 2012

Submitted By: Peggy Vasquez, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action regarding Budget Order for 2011 2012.

Background

Attachments

Draft Budget Order 2011 2012

Form Review

Form Started By: Peggy Vasquez Started On: 09/15/2011 03:34 PM

Final Approval Date: 09/15/2011

DRAFT

STATE OF TEXAS
COUNTY OF WILLIAMSON
AN ORDER ADOPTING THE 2011/2012 COUNTY BUDGET

WHEREAS, the Williamson County Commissioner's 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 Commissioner's 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 2010/2011;

WHEREAS, the Williamson County Commissioner's 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 COMMISSIONER'S COURT that the proposed budget filed by the County Judge and amended by the Commissioner's Court be adopted with the following provisions:

POLICIES RELATED TO COMPENSATION AND BENEFITS

I. SALARIES

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

a)	Judge of the County Court	102,616.81 per year
b)	Judge of the County Court at Law #1	139,000.00 per year
c)	Judge of the County Court at Law #2	139,000.00 per year
d)	Judge of the County Court at Law #3	139,000.00 per year
e)	Judge of the County Court at Law #4	139,000.00 per year
f)	County Attorney	128,960.00 per year
g)	County Sheriff	103,668.93 per year
h)	County Clerk	84,184.27 per year

i)	County Tax Assessor/Collector	87,542.64 per year
j)	District Clerk	84,184.27 per year
k)	County Treasurer	81,783.26 per year
l)	Each County Commissioner	83,558.62 per year
m)	Each Justice of the Peace	72,969.14 per year
n)	Each Constable	69,693.96 per year

2. 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

II. HOLIDAYS

The established holiday schedule for paid holidays for the 2010/2011 budget year is as follows:

Veterans Day	Friday	November 11, 2011
Thanksgiving Holiday	Thursday	November 24, 2011
	Friday	November 25, 2011
Christmas Holiday	Friday	December 23, 2010
	Monday	December 26, 2010
New Year's Holiday	Monday	January 2, 2012
Martin Luther King Day	Monday	January 12, 2012
President's Day	Monday	February 20, 2012
Good Friday	Thursday	April 5, 2012
	Friday	April 6, 2012
Memorial Day	Monday	May 28, 2012
Independence Holiday	Wednesday	July 4, 2012
Labor Day	Monday	September 3, 2012

See Addendum: The Williamson County Employee Policy Manual (as updated September 14, 2010. Contains the policies for employee useage of paid holiday time as well as other policies affecting payroll related matters.

III. SUPPLEMENTAL PAY

1. A maximum of 18 approved positions within the Law Enforcement Bureau of the Williamson County Sheriff's office will be designated as Field Training Officers. To receive Field Training Officer incentive pay, a Deputy must be TCLEOSE certified as a Field Training Officer and be assigned by the Sheriff as one of the approved 18 officers. The Officers also must follow the Field Training Officer's Standard Operating Procedures in place with the Williamson County Sheriff's Office.

2. A maximum of 12~~8~~ approved positions within the Corrections Bureau of the Williamson County Sheriff's Office will be designated as Corrections Training Officers. The officers must have appropriate certification and follow established operating procedures.

3. A maximum of 6 positions in the 911 Communications division may receive up to $100.00 per month incentive pay as a designated Field Training Officer. This will be paid for a maximum of 8 months. To receive FTO pay the employee must be TCLEOSE certified as a Telecommunications Training Officer or must be certified as a Communications Training Officer by the Association of Public Safety Communications Officials. The FTO may only receive incentive pay when assigned new personnel during a training period. The trainer will be selected based on the position and duties of the newly hired personnel according to the type of training required such as Law Enforcement, Fire, Call Taker and EMS. The selection of the FTO will be on a rotation basis according to the training criteria required.

4. A maximum of 20~~15~~ positions within the Emergency Medical Services Division of may be designated as Field Training Officers. A maximum of $100.00 per month may be paid as FTO incentive pay per employee. The employee must be certified or licensed by the Texas Department of State Health Services as a Paramedic (with no state sanctions or disciplinary restrictions) in order to receive the incentive pay. Also required: a) a completed course of instruction at the Paramedic level (National Registry preferred) b) a Williamson County EMS FTO training course c) valid Texas Drivers License d) thorough knowledge of current principles and practices of emergency care at the basic and advanced levels e) responsible for the training and development of new Williamson County Emergency Medical Services personnel, First Responder Advanced Providers, senior paramedic students and instructor duties as assigned at EMS educational shift tracks.

5. A maximum of 4 positions within the MOT may be designated as Field Training Officers during the period of time that the position is participating in training. A maximum of $100.00 per month may be paid as FTO incentive pay per position so long as the $100.00 is continuing to be reimbursed by The Texas A&M University System Health Science Center on behalf of the College of Medicine in accordance with their agreement with Williamson County.

6. A maximum of 1 position within each Constables office may be designated as Field Training Officer. A maximum of $800.00 per year may be paid as FTO incentive pay for each of these positions from State Funds.

7. An Assistant District Attorney may receive supplemental pay for on call duties. The duties require the employee to carry a cell phone for a week at a time on a rotating basis. The week runs from Friday at 5:00 PM through the weekend until the following Friday at 5:00 PM. The assigned on call prosecutor will receive calls for charging advice and warrant assistance and may need to contact the assigned judge for review and approval of any warrant. The amount of the supplement will be $200.00 per week per employee. The funding for this supplemental pay will be as follows: $75.00 from the General Fund and $125.00 from the District Attorney's Asset Forfeiture Fund.

8. An employee in the Facilities Maintenance department may receive up to $50.00 per week for On Call duty work. The employee must be able to respond to an event within 1 hour of being notified while on call. A total of two employees may be requested to be on call each week. The week for on call duty will be from Wednesday to Wednesday. Only non-exempt staff will be selected for additional on call duty pay on a rotating basis. If the employee does not follow the departmental procedures provided in the Maintenance SOP then the employee will not receive additional pay.

IV. INCENTIVE PAY

Any compensation paid under this plan represents a deferred portion of the compensation earned for the current fiscal year and is not a gratuitous bonus or gift.
The Williamson County Commissioners Court has adopted the following employee incentive plan to reward exemplary employee performance during the current (Oct. 1, 2010 to Sept. 30, 2011) fiscal year:

1. During the course of the current year, County officials shall conduct an objective evaluation (including customer service among other factors) of all their employees, to determine the degree to which each of them merits incentive compensation for their work during the year. The Commissioners Court andElections Board shall conduct a similar evaluation of the department heads appointed by them.

These Department Heads are defined as:

Animal Services Director
Elections Administrator
Purchasing Agent
Senior Director of Emergency Services
Senior Director of Human Resources
Senior Director of Infrastructure
Senior Director of Parks and Recreation
Senior Director of Technology Services

Eligibility

2. Elected officials, statutory appointed officials (County Auditor, Juvenile Services Director, Budget Officer and Veterans Service Officer), temporary employees, and employees under the law enforcement tenure plan (who are scheduled for regular salary increases under other principles) will not be eligible for additional compensation under this plan. Eligibility is further restricted to persons who are Williamson County employees during the current year, and who are still employed by the county on the date that the incentive payments determined by the department head are reported to the Payroll Department.
Eligibility is not restricted based upon a position's funding source and authority for administering the fund expenses. Eligibility for positions in the Williamson County and Cities Health District and Williamson County Museum are subject to their governing board's adoption of an incentive pay plan at the beginning of their fiscal year.

3. While considering the County Budget for the following (Oct. 1, 2011 to Sept. 30, 2012) fiscal year, the Commissioners Court shall have the discretion to appropriate funds, in an amount to be determined by the Court, in order to make incentive payments under this plan. The appropriated funds as determined by the Court will be inclusive of the employer paid fringe benefits associated with incentive payments. The Court may also designate funds to be awarded at mid-fiscal year based upon mid-fiscal year performance evaluations of employee performance during the first 6 months of the fiscal year. These funds shall be equitably allocated to all county departments either in proportion to their total salary expenditures paid during the current fiscal year (not including the salaries of employees who are not eligible for an incentive payment or the salary of the department head) or in proportion to the total number of eligible full time equivalent (FTE) positions in the department as of September 30th, not including the department head position. A department is defined by the department code definition used in the Williamson County Financial Center. The Court will appropriate additional funds for incentive payments earned by department heads or will include these payments in the total amount appropriated for incentive pay, as desired.

4. If funds are appropriated for the purpose, then following the conclusion of the current fiscal year, each department head shall within 30 days allocate the incentive funds among departmental employees in strict accordance with the objective evaluations previously conducted. The amount of payment shall in each case represent either a percentage of the total compensation received by the employee from the county for work performed during the current year, including any overtime pay or an amount selected from a range of lump sum amounts as defined by the Commissioner's Court. The Court's highest lump sum amount will be the maximum lump sum amount that may be awarded to an eligible employee. Any employee receiving an incentive payment must have worked as a full-time employee on a continual basis for at least the final 180 days of the current year. Employees who have not been continually employed on a full-time basis for the entirety of the current year may be eligible for a prorated incentive payment. The department head may reward all meritorious employees with the same percentage, or may give the most meritorious a higher percentage, up to a cap set by the Court on the highest percentage to be awarded to any individual employee. The department head shall then report the names of all employees who are to receive incentive payments and the amount of their payment to the Payroll Department.

5. Similarly, the authority responsible for setting the regular salary of each department head who is not an elected official shall determine the amount of any incentive payments earned by the department head (not to exceed the amount appropriated for this by Commissioners Court) and report it to the Payroll Department.

6. The Human Resources Department will confirm that the total of incentive payments set for each department does not exceed the funds appropriated to the department for this purpose by Commissioners Court. Following any necessary adjustments, payments will be distributed to the employees who have earned them in a lump sum by direct deposit or check. The Commissioners Court may, however, direct that payment will be made in January 2012, if it determines that this will have less of an impact on employee taxes or for some other reason.

7. Since this is earned pay, not a gift, the normal deductions for benefits and employee taxes will be taken from the payment. The employee is responsible for income taxes. The county will pay the employer's share of taxes and benefits as with other forms of earned compensation.

8. Note that the Williamson County Employee Incentive Plan is provided at the discretion of the Commissioners Court, which reserves the right to administer, modify, or terminate the plan with or without notice. Payments from next year's budget are subject to the appropriation process required by law at that time and to the funds then available. This Plan does not constitute a contract, or create any contractual obligations or implications of continued employment, between the County and its employees.

V. FINANCIAL POLICIES

1. **Fund Balance Policy:** Williamson County recognizes the financial importance of maintaining an appropriate level of Unreserved Fund Balance. A formalized Fund Balance Policy demonstrates to the taxpayer fiscal prudence and the ability to meet its obligations in a timely manner. Independent financial analysts rate the county's financial stability. The county's credit strength and strong management control reported by these analysts is, in part, a result of this Fund Balance Policy.

2. **General Fund:** Unreserved Fund Balance represents the difference between assets and liabilities that is available for appropriation. Williamson County will maintain an appropriate level of Unreserved Fund Balance in the General Fund to protect against a reduction of services due to temporary revenue shortfalls or unexpected one-time expenditures. It also helps to ensure stable tax rates.
The level of Unreserved Fund Balance for the General Fund shall not be less than 30% of total General Fund budgeted expenditures. The goal of each year's budget process will be to adopt a budget that maintains compliance with the General Fund Unreserved Fund Balance Policy.
If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for the following, including but not limited to:

- Tax rate stabilization.
- Only one-time, non-recurring expenditures, such as capital improvement needs.
- Address any shortfall in related funds, i.e. Road and Bridge Fund.
- Reduction of debt; to include capital leases.

If it is determined there is a deficit (an amount below the lower limit), the County must develop a plan to rebuild the Unreserved Fund Balance to 30%.

3. **Tobacco Fund:** The initial distribution of Williamson County's share of the settlement established the fund in 1999. Revenues to the fund consist of interest income and the annual distribution by the state of the state trust earnings. To ensure continuation of the fund, the Williamson County Commissioner's Court has designated the portion of fund balance representing the amount of the original settlement ($2.5M). Designation means that this amount, or "principal" balance, cannot be expended. In addition to the original settlement amount, each year, 20% of the revenues from both interest income and the annual distribution from the state will be added to the designated fund balance in order to allow the fund to grow over time. Only 80% of revenues earned from interest and the earnings distributed annually by the state will be budgeted and expended. When determining the next year's budget, the amount available to expend will be calculated using actual revenue and interest revenue amounts from May 1st of the previous year to April 30th of the current year. Any unspent funds at the

end of the fiscal year will be available to budget in the next year. If Tobacco Fund expenditures are budgeted to offset expenditures in other funds, the actual program cost to the other Funds will be determined prior to transferring in any dollars from the Tobacco Fund. This available balance will be tracked annually by the County Auditor's office.

Use and Distribution of Specific Special Revenue Funds

4. **Child Safety Fund:** Child Safety fees collected by justice, county and district courts in accordance with the Texas Education Code are accumulated in the Child Safety Fund. These funds are to be distributed to Williamson County school districts based on the number of students who reside in Williamson County for the purposes of providing school crossing guard services. This distribution will occur annually at the close of each fiscal year.

5. **School Fund:** Williamson County maintains a working interest ownership in two natural gas producing properties located on what was formerly county-owned property. The mineral rights that have been retained are designated to be distributed to school districts within the county based on the number of students who reside in the county. This distribution will occur annually at the close of each fiscal year and will coincide with the distribution of the Child Safety Fund proceeds.

6. **Medicaid Fund:** The Medicaid Fund was established as a result of the Williamson County Indigent Care Affiliation Agreement entered into between Williamson County, St. David's Georgetown Hospital, Seton Hospital-Williamson County and Round Rock Medical Center in June 2008. As part of the collaboration established between the hospitals and the County, the County has chosen to use a portion of its annual ad valorem tax revenues to fund Medicaid services provided to Williamson County residents by these hospitals. Revenues to this fund will be spent to pay for Medicaid services provided by St. David's Georgetown Hospital and Round Rock Medical Center, either through direct Medicaid payments to the hospitals or by funding Medicaid supplemental payments to the hospitals through intergovernmental transfers of funding to the State, for purposes of the private hospital Medicaid upper payment limit program authorized by Section 355.8063(t)(4) of the Texas Administrative Code, Title 1.

7. **Employee Fund**

The Employee fund is proceeds collected from Williamson County's vending machine contract. Use of these funds must be **pre-approved** by the County Judge.

These funds may be used for the following purposes:

a) To offset the cost of the County Christmas Party
b) Flowers for the death of an employee only
c) An award or plaque upon retirement for employee recognition
d) Employee recognition expenditures as approved by the County Judge.
(Purchasing guidelines must be adhered to)
i. The employee must be vested
ii. $40.00 allowed for employees with up to 15 years of service
iii. $80.00 allowed for employees with over 15 years of service

No reimbursement of sales tax will be allowed.
The amount allowed for use may never exceed the actual balance in the fund.

8. Self-Insured Health Plan Fund Policy: Unreserved Fund Balance represents the difference between assets and liabilities that is available for appropriation. Williamson County will maintain an appropriate level of Unreserved Fund Balance in the Benefits Fund to protect against an inability to pay for claims and administration associated with the self insured health plan due to temporary revenue shortfalls. It also helps to ensure stable employer and employee contribution rates.

The Self- Funded Health Plan Fund currently has a "goal of reaching and maintaining 25% of projected claims". The goal of each year's budget process will be to adopt a budget that maintains compliance with the Benefits Fund Unreserved Fund Balance Policy.

If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for contribution rate stabilization.

If it is determined there is a deficit (an amount below the lower limit), the County must develop a plan to rebuild the Unreserved Fund Balance to 25% of projected claims.

VI. PURCHASING – GENERAL PROCEDURES

1. Effective January 1, 2009, all P.O.'s must be submitted electronically.
The following definitions apply to the Purchasing section of this order.
The purpose of this section is to facilitate the judicious expenditure of county dollars. This policy will provide consistent procedures for the acquisition of materials, supplies, and services required by Williamson County. The responsibility to adhere to these guidelines rests with

the employee, supervisor or department head who certifies conformance to them. Any questions related to conformance should be directed to the Purchasing Department prior to making a purchase.

2. The guidelines outlined in the Williamson County Purchasing Manual are expected to be followed for all purchases. The most current version of the purchasing manual is maintained on the county's website at www.wilco.org/procurement. Guidelines related to purchase orders can be found in the County's purchasing manual. All purchases for materials and supplies require a purchase order **prior to** placing the order. The Auditor's office will not process payment for an invoice submitted for these items without the required purchase order attached or referenced. Approval for payment of invoices that do not have a purchase order must be obtained from the County Judge for his waiver of the requisition requirement. Requests for a purchase order **after** the order is placed will not be processed. Guidelines for emergency purchases and purchases that do not require a purchase order prior to placing an order may be found in the purchasing manual or you can contact the purchasing department if you have any questions.

3. **PROCUREMENT CARDS: Every procurement card issued is linked under one account by the P-Card vendor. A delay in getting the proper documentation from one cardholder could result in the suspension of card privileges for the entire County**.

a) The procurement card memo statement and all receipts must be submitted to Accounts Payable within 10 days of receipt of statement.
b) All receipts must be detailed to show items purchased.
c) Cardholders are responsible to resolve discrepancies with the P-Card vendor
d) Cardholder is responsible for reimbursing the County for sales tax charged
e) Cardholder is responsible to verify budget funds are available before purchase is made
f) Backup documentation is required for travel/training charges. Only airfare charges for county employees may be charged to a procurement card. Charges for non-employees are strictly prohibited.
g) If a receipt is lost then a signed affidavit attesting to the items purchased must be received in lieu of the receipt.

Suspension of card privileges may be recommended for any cardholder who repeatedly does not follow proper procedures regarding documentation and timeliness for their P-card purchases.

VII. ACCOUNTS PAYABLE - GENERAL PROCEDURES

1. The following definitions apply to the Accounts Payable section of this order.

a) Authorized travel -any travel by a county official or employee for the purpose of official county business.
b) Day travel -travel **outside** the county that does not include an overnight stay.
c) Overnight travel -travel **outside** the county that **exceeds** a 50-mile radius and does include an overnight stay.
d) Emergency -the occurrence of an unforeseen circumstance, which may result in harm to the public good.
e) Official county business -business that relates directly to a person's work function and directly benefits the county.
f) Training reimbursement -shall include all expenses relating to training including travel to the destination, meals, lodging and training aids. (workshops, seminars, conferences)
g) Travel reimbursement -shall include all expenses relating to travel including travel to the destination, meals and lodging. (Delivering documents, transporting a prisoner, attending county business meetings.)

2. The purpose of the Accounts Payable procedures is to promote the prudent exercise of judgment when spending county dollars. This policy will provide accountability and consistent Accounts Payable procedures in the issuance of checks for Williamson County obligations. The responsibility to observe these guidelines rests with the employee, supervisor or department head who certifies conformance to these guidelines by approving the expenditure.

a) 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.
b) Checks for payment of county obligations will be issued not later than 30 days after the date the invoice is received in the Accounts Payable department, pursuant to Texas Govt. Code Sec. 2251.021.
c) Checks will be issued every Tuesday. When an issuance date falls on a holiday, checks will be issued on either the first working day before or after the holiday.
d) The cutoff day for receiving invoices for each check run will be Wednesday. The Accounts Payable department will endeavor to process invoices that are received from Thursday to the following Wednesday approximately 13-20 days after the invoice is received in our department.
e) Any invoice or expense reimbursement requiring additional review or signatures may cause delays in processing.
f) Manual checks will be issued in emergency situations only.
g) Purchase orders are required for ALL purchases of materials and supplies, pursuant with the Texas Local Government Code, Chapter 113, Section 901 and the County Purchasing Manual. The Auditor's office will not process payment for an invoice without the required purchase order. Any expense incurred without the required Purchase Order must be submitted to the County Judge for his waiver of the Requisition requirement prior to submitting the expense to Accounts Payable for payment.

h) Discrepancies between invoices & purchase orders should be brought to the attention of the Purchasing department before submitting to Accounts Payable.

i) A copy of the PO should be submitted with the invoice to properly release encumbered funds.

j) Payments will be made from an original invoice or a fax copy so long as an original approval signature appears on the invoice. Original invoices are preferred.

k) All authorizations and account coding should be made on the invoice.

l) Approval signatures and account coding should not be made on the remittance portion of the invoice. If necessary, attach an additional sheet with approval authorization.

m) Some suppliers require payment at the time an order is placed. Please complete a purchase requisition and send the relevant backup documentation to the Purchasing department, who will then forward the request to Accounts Payable.

n) If a PO is not required, (Consult Purchasing Guide) please submit a check requisition request with appropriate documentation directly to Accounts Payable. Please note, in either circumstance there is a 13-20 day processing time from the date Accounts Payable receives the request.

o) Any questions or extenuating circumstances should be directed to the Accounts Payable department.

p) If you paid for an expense on-line (e.g., e-tickets or hotel deposit) a printout of the on-line/e-mail receipt should be attached to your expense report.

q) Cell phone use will be reimbursed/paid according to the county cell phone policy attached hereto as Addendum A.

r) Any mailings sent by a county department or official using county funds must be in furtherance of legitimate county business and must comply with all state ethics rules and other laws and regulations.

s) All county meetings should be held in county facilities whenever feasible and such facilities are available. If county meeting space is not available, other publicly owned facilities, such as those owned by cities and school districts, should be utilized as the rental of these facilities is often at little or no cost.

t) Transfer of funds out of the following line items will not be allowed:

   i) Salaries
   ii) Fringe Benefits
   iii) Training
   iv) Vehicle Deductible
   v) Gasoline
   vi) Cell Phones

u) 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 Commissioner's Court, unnecessary.

VIII. COUNTY VEHICLES

1. 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 required 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 residence each day:

a) The Sheriff and paid law enforcement as follows: Sheriff's Patrol Deputies, Sheriff's Detectives, on call Crime Scene Technician, on call Animal Control Officers, Sergeants, Lieutenants, Captains and Chiefs.
b) One Chief and three Captains in the Corrections Division of the Sheriff's Office.
c) Each Constable and Deputy Constables
d) Prosecutors' investigators in the District Attorney and County Attorneys offices.
e) One on call maintenance employee designated by the Maintenance Director and approved by the Commissioner's Court
f) The EMS Director and each EMS Commander
g) The Hazardous Materials Chief and Assistant Haz-Mat Chief who may take home the vehicle when on duty in absence of the Hazardous Materials Chief.
h) The Unified Road Engineer, (7) Unified Road Foremen, Unified Road East & West Side Supervisor(s), (4) Unified Road County Inspectors
i) The Director of 911 Communications and Deputy Director who may take home the vehicle when on duty in absence of the Director of 911 Communications.
j) The MOT Director and all on call MOT counselors
k) The Manager of Emergency Management.

The following list has been grandfathered in by the previous court, will not be expanded and shall show significant decreases in each budget year until phased out.

Sheriff's Office
S. Zion
S. Shanks
~~J. Burks~~

D. Garrett
J. Hicks
J. Lafosse
J. Foster
Constable Office Pct. 2
R. Doyer
County vehicles assigned to departments or individuals that are not take home vehicles, shall be returned and parked at the end of each work day at the facility where the primary office is located.
It is expressly forbidden under this order for any county vehicle to be used for personal use at any time.

2. A County Fleet Committee will review fleet policies and purchases and make recommendations for budgeting purposes. This committee will consist of one Commissioner's Court member, the Fleet Director, Safety Coordinator, HR Services Team Manager, Risk Management, ~~Risk Coordinator~~ and the Budget Officer. The Purchasing Director will also be a non-voting member of the committee.

3. All accidents involving County vehicles and equipment will be reported to the HR Services Team Manager, Risk Management~~Risk Coordinator~~ in the Human Resources Department on a timely basis, but never more than three days after an accident. The HR Services Team Manager, Risk Management~~Risk Coordinator~~ will provide a report to Commissioner's Court on a monthly basis of the status of the entire county fleet. This report will consist of, but not be limited to, a listing of vehicles involved in accidents and vehicles that need to be taken out of service for any reason. It will include information in regards to the disposal of any county vehicles.

WHEREUPON MOTION MADE AND SECONDED, the ORDER ADOPTING THE 2010/2011 WILLIAMSON COUNTY BUDGET was passed on a vote of 5 for, and 0 against on the 21st day of September, 2010.

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 Commissioner's Court.

Attest:

Dan A. Gattis, County Judge

Nancy E. Rister, County Clerk

The Following Addendums are included fully in the Budget Order as approved by the court:

Employee Policy Manual
Cell Phone Policy
Motor Pool/Vehicle Rental Policy

Williamson County Cell Phone Policy

Background
Williamson County Commissioner's court is initiating a new cell phone policy in order for the County to comply with IRS rules regarding the taxability of cell phones and devices.
Under IRS Code Section 274(d), the IRS considers cell phones to be "listed property" and as such requires detailed record keeping including (a) the amount of the expense; (b) the time and place of each call; and (c) the business purpose for each call and to whom it was made. Any undocumented use can be classified by the IRS as personal use and would be required to be taxed as wages for the employee.

The degree of effort required for each department to comply with these regulations is burdensome; therefore Williamson County is converting to a program where a taxable cell phone stipend may be allowed for a department head or an employee as determined by each department head or elected official. This change eliminates the detailed IRS documentation requirement.

Policy
Williamson County will no longer purchase cell phones or provide cell phone service for individual use except for those required for security reasons. Documentation must be provided to the Auditor's Office for any cell phone account maintained by the County.

Documentation verifying the business use must be substantiated with each billing and the department head or elected official must attest that all calls were business related. Failure to keep current with this documentation requirement may result in the cancellation of the cell phone service.

Procedures for the Stipend Policy

I. Each department head or elected official will identify who they require to maintain a cell phone account in order to conduct official county business. Only regular full time employees and department heads will be allowed a stipend. The funds for cell phone stipends must be submitted and approved as part of each department's annual budget process.

II. Three levels of cell phone stipends will be established:

$30.00 Per Month - For 300 or less minutes per month (15.00 per pmt)
$50.00 Per Month – For 800 or less minutes per month (25.00 per pmt)
$80.00 Per Month – For 800 minutes and/or data and text (40.00 per pmt)

III. Stipends will be paid semi-monthly for each approved employee or department head (will not be included on the third paycheck that is received twice each year) The cell phone stipend shall be removed by the department whenever an employee is on Administrative Leave with pay.

IV. Employees who are currently assigned a County owned cell phone will be allowed to keep the phone if approved for a stipend and may use the phone to obtain individual phone service. Any current county owned cell phone must be returned to the Auditor's Office if the employee terminates, changes positions, elects to obtain a different phone or is denied a County stipend. Any employee allowed to keep a currently issued County owned cell phone will keep the phone in good working condition. Replacement cost and/or maintenance will be the employee's responsibility.

V. All current County maintained cell phone accounts will be terminated as soon as possible when the current contract ends. No additional termination fees will be approved for payment unless approved by the County Judge.

VI. The cell phone stipend is considered supplemental income subject to IRS taxes and reporting requirements and will be processed through Payroll and will be included in the employee's gross income. Retirement contributions will also be deducted and matched in accordance with TCDRS.

VII. Expenditures over the allowed stipend will not be reimbursed.

VIII. An approved cell phone stipend will not follow an employee if the employee changes positions.

IX. Each department head or elected official is responsible for verifying and monitoring their employees receiving a cell phone stipend has obtained the required service. Disciplinary action up to and including termination may result in an employee who receives a stipend and does not provide their department head or elected official with the proper documentation of cell phone service. Each department will maintain a list of cell phone numbers for those individuals with stipends for audit purposes.

Commissioners Court - Regular Session **44.**

Meeting Date: 09/20/2011

Possible Waiving of Landfill fees for victims of Leander fire

Submitted By: Peggy Vasquez, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and consider waiving the Williamson County portion of the Landfill fees for a period of thirty (30) days for Williamson County residents who were victims of the recent Leander fire.

Background

Discussion of Williamson County Landfill fees paid by Williamson County residents who were victims of the recent Leander fire. Possible waiving of Williamson County fees (not Waste Management fees) which are charged at the Williamson County Landfill.

Form Review

Form Started By: Peggy Vasquez Started On: 09/16/2011 10:51 AM

Final Approval Date: 09/16/2011

Commissioners Court - Regular Session **45.**

Meeting Date: 09/20/2011

Emergency Services Operations Center

Submitted By: Peggy Vasquez, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and consider granting Gary Wilson signature authority for change orders not to exceed $15,000 on the Emergency Services Operations Center building project provided that Gary Wilson reports his signing of each change order to Judge Dan Gattis by providing a copy of same for inclusion on the following week's court agenda under a standing item "Report on Emergency Services Operations Center building project. " (Per Section 262.031 of the Texas Local Government Code)

Background

John Sneed, Senior Director of Williamson County Emergency Services, respectfully requests that he Gary Wilson be granted signature authority for change orders up to $15,000 on the ESOC building project. It is Johns Sneed's opinion that this will allow for more efficient and timely use of our the county's architect/builders time and the county's money.

Submitted by John Sneed

Form Review

Form Started By: Peggy Vasquez Started On: 09/15/2011 04:42 PM

Final Approval Date: 09/15/2011

Commissioners Court - Regular Session **46.**

Meeting Date: 09/20/2011

Voter Precinct Redistricting

Submitted By: Richard Semple, Information Technology

Department: Information Technology

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on redistricting of voting precincts

Background

This action will be to approve the voting precincts map. The next Commissioner's Court item will be to approve the legal descriptions.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/15/2011 12:03 PM

Form Started By: Richard Semple Started On: 09/15/2011 11:39 AM

Final Approval Date: 09/15/2011

Commissioners Court - Regular Session **47.**

Meeting Date: 09/20/2011

Executive Session

Submitted By: Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Executive Session

Information

Agenda Item

Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.0721 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)

1. Proposed or potential purchase of lease of property by the County:

a) Discuss proposed acquisition of property for right-of-way for RM 2338 Phase II.

b) Discuss proposed acquisition of property for right-of-way for SH 195 0.805 South of Bell County Line to IH 35.

c) Discuss proposed acquisition of property for right-of-way for US 183 Extension from 1,000 feet South of San Gabriel to 1,000 feet North of SH 29.

d) Discuss proposed acquisition of property for right-of-way for O'Connor Boulevard and 620 project.

e) Discuss proposed acquisition of property for right-of-way for Ronald Reagan Blvd. Phase II project from FM 3405 to Reagan Blvd.

f) Discuss proposed acquisition of property for right-of-way for Ronald Reagan Blvd. Phase III and Phase IV.

g) Discuss proposed acquisition of property for proposed SH 29 project.

h) Discuss proposed acquisition of property for right-of-way for US 79 Section 3 from East of Hutto to CR 402.

i) Discuss proposed acquisition of property for right-of-way for US 79 Section 5A from East of Taylor to Thrall.

j) Discuss proposed acquisition of property for right-of-way on Chandler IIIA.

k) Discuss proposed acquisition of property for right-of-way on CR 274/San Gabriel Parkway.

l) Discuss proposed acquisition of property for right-of-way along Lakeline extension.

m) Discuss proposed acquisition of property for right-of-way along Great Oaks extension.

n) Discuss proposed acquisition of property for right-of-way along SW By-Pass.

o) Discuss proposed acquisition of property for right-of-way along FM 1460.

p) Discuss proposed Access Easement on Guy property.

q) Discuss proposed acquisition of drainage easements along CR 138.

r) Discuss proposed acquisition of property for right-of-way along CR 170.

s) Discuss proposed acquisition and/or sale of property for Arterial H.

t) Discuss potential sale of real property on Williams Drive.

u) Discuss Pass Through Agreement for IH 35 NBFR and Ramps from Westinghouse to SH 29.

Background

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/15/2011 10:45 AM

Form Started By: Charlie Crossfield Started On: 09/15/2011 10:14 AM

Final Approval Date: 09/15/2011

Commissioners Court - Regular Session **48.**

Meeting Date: 09/20/2011

Discuss pending or contemplated litigation settlement matters and other confidential attorney-client legal matters EXECUTIVE SESSION as per VTCA Gov

Submitted For: Henry Prejean **Submitted By:** Prejean Henry, County Attorney

Department: County Attorney

Agenda Category: Executive Session

Information

Agenda Item

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

a) Fronek Claim – possible settlement

Background

Litigation or claims or potential litigation or claims against the County or by the County and/or other confidential attorney-client matters, including the following:

a) Fronek Claim

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/13/2011 03:09 PM

Form Started By: Prejean Henry Started On: 09/13/2011 01:50 PM

Final Approval Date: 09/13/2011