



TRAVIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT 17

3812 Eck Lane • Austin, Texas 78734
Phone (512) 266-1111 • Fax (512) 266-2790

Notice is hereby given pursuant to V.T.C.A., Government Code § 551, that the Board of Directors of Travis County Water Control and Improvement District No. 17 will hold a regular meeting, open to the public, on Thursday, August 20, 2015, at 6:00 p.m., at the Travis County Water Control and Improvement District offices, at 3812 Eck Lane.

The Consent Agenda allows the Board of Directors to approve all routine, non-controversial items with a single motion, without the need for discussion by the full Board. Any item may be removed from consent and considered individually upon request of a Board member or a member of the public attending the meeting. Any citizen having interest in these matters is invited to attend.

Items on the Agenda

- I. CALL TO ORDER
- II. ESTABLISH A QUORUM
- III. MANAGER AND COMMITTEE REPORTS
 - A. MANAGER'S REPORT: STATUS OF DISTRICT OPERATIONS, FINANCES, DISTRICT CONSTRUCTION PROJECTS, DEVELOPER CONSTRUCTION PROJECTS, DISTRICT ADMINISTRATION AND MANAGEMENT, DISTRICT PLANNING
 - B. COMMITTEE REPORTS
 1. COMMUNICATIONS / PARKS AND CONSERVATION COMMITTEE REPORT- August 4
 2. LEGAL COMMITTEE REPORT
 3. PLANNING COMMITTEE REPORT- July 24
 4. BUDGET AND FINANCE COMMITTEE REPORT – July 29
 5. POLICY COMMITTEE REPORT – July 22
 6. IMPACT FEE ADVISORY COMMITTEE
 7. STORMWATER COMMITTEE
- IV. CONSENT AGENDA
 - A. APPROVE PAY ESTIMATES/CHANGE ORDERS FOR VARIOUS CONSTRUCTION PROJECTS IN THE DISTRICT
 1. Mansfield Water Treatment Plant Phase 1, Pay Estimate #20, Archer Western Contractors
 2. Mansfield Water Treatment Plant Phase 2, Pay Estimate #22, Archer Western Contractors
 3. Flintrock Lift Station "A" Expansion, Pay Estimate #8 and Change Order #4, Excel Construction Services, LLC
 - B. APPROVE PAY ESTIMATES/CHANGE ORDERS FOR VARIOUS CONSTRUCTION PROJECTS IN THE SERENE HILLS DEFINED AREA
 1. Serene Hills Phase 2W, Water, Wastewater and Drainage Improvements, Pay Estimate #7, Central Road & Utility, Ltd.
 - C. APPROVE PAYMENT OF CURRENT INVOICES
 - D. APPROVE MINUTES – July 16, 2015 Regular Meeting
- V. PUBLIC COMMENT, 6:30 P.M.
- VI. OLD BUSINESS
 - A. DISCUSS/CONSIDER/TAKE ACTION REGARDING THE LOWER COLORADO RIVER AUTHORITY'S WATER MANAGEMENT PLAN BEFORE THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
 - B. DISCUSS/CONSIDER/TAKE ACTION REGARDING TRAVIS VISTA WATER AND SEWER SUPPLY CORPORATION
 - B. DISCUSS/CONSIDER/TAKE ACTION ON PROPOSED MANSFIELD WATER TREATMENT PLANT PHASE 1, CHANGE ORDER NO. RCP1 #15A AND #15B, ARCHER WESTERN CONTRACTORS

VII. NEW BUSINESS

- A. DISCUSS/CONSIDER/TAKE ACTION ON ITEMS RELATED TO THE SERENE HILLS DEFINED AREA \$4,450,000 UNLIMITED TAX BONDS, SERIES 2015; BOND ISSUE NO. 1:**
 - 1. APPROVE REIMBURSEMENT AUDIT FOR THE SERIES 2015 BOND;**
 - 2. APPROVE DISBURSEMENTS OF SERIES 2015, BOND ISSUE NO. ; AND**
 - 3. AUTHORIZING OTHER MATTERS RELATED TO THE ISSUANCE OF THE BOND**

- B. DISCUSS/CONSIDER/TAKE ACTION ON APPEAL BY SERENE HILLS DEFINED AREA DEVELOPER TO CONSIDER REIMBURSEMENT PERCENTAGES FOR CERTAIN FACILITIES, AS LISTED, TO BE REIMBURSED AT 100 PERCENT INSTEAD OF 70 PERCENT:**
 - 1. SECTION 2E LIFT STATION BUILT AS PART OF THE HEB WASTEWATER LINE PROJECT;**
 - 2. SECTION 3WA LIFT STATION;**
 - 3. FORCE MAIN 2E BUILT AS PART OF THE HEB WASTEWATER LINE PROJECT;**
 - 4. OFFSITE FORCE MAIN DEVELOPER PORTION; AND**
 - 5. REUSE LINE DEVELOPER PORTION**

- C. DISCUSS/CONSIDER/TAKE ACTION TO ADOPT ORDER APPROVING CHANGES TO THE RULES AND POLICIES OF TRAVIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 17 REGARDING PLUMBING PERMITS TIME VALIDITY; POLICY 3.4.1**

- D. DISCUSS/CONSIDER/TAKE ACTION TO ADOPT ORDER APPROVING CHANGES TO THE PERSONNEL POLICY OF TRAVIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 17 REGARDING RECENTLY ADOPTED LEGISLATIVE EMPLOYMENT CLARIFICATIONS AND POLICY 3.12 LONGEVITY**

- E. DISCUSS/CONSIDER/TAKE ACTION ON ADOPTION OF ALTERNATIVE CONTRACT PROCUREMENT METHODS PURSUANT TO THE TEXAS GOVERNMENT CODE**

- F. DISCUSS/CONSIDER/TAKE ACTION ON THE PROPOSED 2015 TAX RATES FOR THE DISTRICT-WIDE TAX, THE STEINER RANCH DEFINED AREA TAX, THE FLINTROCK RANCH ESTATES DEFINED AREA TAX, AND THE SERENE HILLS DEFINED AREA OPERATIONS AND MAINTENANCE TAX; AND SETTING PUBLIC HEARING REGARDING THESE PROPOSED RATES**

- G. DISCUSS/CONSIDER/TAKE ACTION ON THE PROPOSED FISCAL YEAR 2016 GENERAL FUND OPERATING BUDGET**

- H. DISCUSS/CONSIDER/TAKE ACTION ON THE PETITIONS FOR ADDITION OF LANDS AND THE ORDERS ADDING LANDS FOR THE FOLLOWING PROPERTIES:**
 - 1. Lot 5 of the Estates at Commanders Point Final Plat, addressed as 14419B Agarita Rd, David and Dana Culpepper, owners.**
 - 2. Lot 6 of the Estates at Commanders Point Final Plat, addressed as 14419A Agarita Rd, Kelly Gray Investments, LLC, owner.**
 - 3. Lot 3A of the Lake Country Estates Subdivision Section 2, addressed as 4212 Serene Hills Dr, Sam and Sally Fatigato, owners.**
 - 4. Lot 41 of the Majestic Hills Ranchettes, addressed as 3912 Serene Hill Dr, Alan and Patricia Vilven, owners.**
 - 5. Lot 5, Block B of the Lake Country Estates, addressed as 17207 Raynham Hill Dr, Matthew and Nicole Scrivener, owners.**
 - 6. 5.7460 acres out of the CW Waldron SUR 78 ABS 821 and W Fawcett SUR 427 ABS 297, addressed as 16500 Flintrock Rd, James and Tara Stanislaus, owners.**
 - 7. Lot 12, Block 1 of the Hidden Valley Subdivision Section 1, addressed as 14007 Hummingbird Ln, Edward Campos, owner.**
 - 8. 2.871 acres out of the Rusk Transport Co SUR 83 ABS 2122, addressed as 907 N. Hurst Creek Rd, Donald L Evans and Walter J Paine, owners.**
 - 9. Lot A of the Majestic Hills Ranchettes, addressed as 17006 Majestic Ridge Rd, Mark C. Bergeron, owner.**
 - 10. Lot 22, Block 1 of the Travis Landing No. 2 Phase 3 Subdivision, addressed as 5005 McIntyre Cir, Alberto and Lucila Patino, owners.**

- VIII. THE BOARD WILL MEET IN EXECUTIVE SESSION TO RECEIVE ADVICE FROM ITS ATTORNEYS IN ACCORDANCE WITH TEXAS GOVERNMENT CODE SECTION 551.071 REGARDING LOWER COLORADO RIVER AUTHORITY'S WATER MANAGEMENT PLAN BEFORE THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
- IX. THE BOARD WILL MEET IN EXECUTIVE SESSION TO RECEIVE ADVICE FROM ITS ATTORNEYS REGARDING TRAVIS VISTA WATER AND SEWER SUPPLY CORPORATION, IN ACCORDANCE WITH TEXAS GOVERNMENT CODE SECTION 551.071
- X. THE BOARD WILL MEET IN EXECUTIVE SESSION TO RECEIVE ADVICE FROM ITS ATTORNEYS IN ACCORDANCE WITH TEXAS GOVERNMENT CODE SECTION 551.071 REGARDING THE PROPOSED MANSFIELD WATER TREATMENT PLANT PHASE 1, CHANGE ORDER NO. RCP1 #15A AND #15B, ARCHER WESTERN CONTRACTORS
- XI. ADJOURNMENT


Leslie Terrell
Office Manager/Accountant





TRAVIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT 17

3812 Eck Lane • Austin, Texas 78734
Phone (512) 266-1111 • Fax (512) 266-2790

A Regular Meeting of the Board of Directors of Travis County Water Control and Improvement District No. 17 was held at the District office located at 3812 Eck Lane on Thursday, July 16, 2015 at 6:00 p.m. This meeting was scheduled and conducted in compliance with the Texas Open Meetings Act.

DRAFT

I. CALL TO ORDER

President Roberts called the meeting to order at 6:04 p.m.

II. ESTABLISH A QUORUM

A quorum was established with all Directors present: Carruthers, Decker, Roberts, Steed and Ward. General Manager Deborah Gernes, General Counsel Stefanie Albright, District Financial Advisor Garry Kimball, Bond Counsel Hasan Mack and District Engineers Pat Lackey and Will Pena were also present.

III. MANAGER AND COMMITTEE REPORTS

A. MANAGER'S REPORT: STATUS OF DISTRICT OPERATIONS, FINANCES, DISTRICT CONSTRUCTION PROJECTS, DEVELOPER CONSTRUCTION PROJECTS, DISTRICT ADMINISTRATION AND MANAGEMENT, DISTRICT PLANNING

Manager Gernes reported that in addition to the written report:

- Several calls had been received from customers complaining that the water had a musty/earthy odor and taste. Gernes explained that a note was now posted on the website to let everyone know the water was not harmful to drink; that this was a natural decomposing process caused by decaying foliage/vegetation now that the lake level encompasses many trees and grasses due to the rise of elevation over the Memorial Day weekend.
- Emergency repairs were underway at the Steiner Ranch raw water intake to stabilize the hillside pipe supports and path and water pipe from damage caused by erosion during the recent rains.
- Completion of the last driveway repair work in the Travis Vista area was now done.
- Working on fiscal year 2016 budget proposal and will need to schedule committee meetings of the Budget/Finance, Policy, Planning and Communication Committees over the next month.
- Transfer of service to five customers from the Travis Vista Water and Sewer Supply Corporation was now complete, with other connections near ready. Commissioner Zimmerman could be taking the request to waive the City of Austin Impact Fee of \$1,400 to the City committee by August.

B. COMMITTEE REPORTS

1. PARKS AND CONSERVATION COMMITTEE REPORT
2. COMMUNICATIONS COMMITTEE REPORT
3. LEGAL COMMITTEE REPORT
4. PLANNING COMMITTEE REPORT
5. BUDGET AND FINANCE COMMITTEE REPORT
6. POLICY COMMITTEE REPORT
7. IMPACT FEE ADVISORY COMMITTEE
8. STORMWATER COMMITTEE

IV. CONSENT AGENDA

A. APPROVE PAY ESTIMATES/CHANGE ORDERS FOR VARIOUS CONSTRUCTION PROJECTS IN THE DISTRICT

1. Mansfield Water Treatment Plant Phase 1, Pay Estimate #19, Archer Western Contractors
2. Mansfield Water Treatment Plant Phase 2, Pay Estimate #21, Archer Western Contractors
3. Flintrock Lift Station "A" Expansion, Pay Estimate #7, Excel Construction Services, LLC
4. Tacara at Steiner Ranch, 24" Waterline Oversizing Project, Engineering, Request #3, Casey Development, LTD

B. APPROVE PAY ESTIMATES/CHANGE ORDERS FOR VARIOUS CONSTRUCTION PROJECTS IN THE SERENE HILLS DEFINED AREA

1. Serene Hills Phase 2W, Water, Wastewater and Drainage Improvements, Pay Estimate #6, Central Road & Utility, Ltd.

C. APPROVE PAYMENT OF CURRENT INVOICES

D. APPROVE MINUTES – June 18, 2015 Regular Meeting

President Roberts requested questions regarding any of the Consent Agenda items.

Motion: Director Decker to approve all items of the Consent Agenda as presented.
Second: Director Steed
 Ayes: 5
 Noes: 0

V. PUBLIC COMMENT, 6:30 P.M.

President Roberts opened Public Comment at 7:20 p.m. and left Public Comment open for anyone that may arrive and wish to address the Board of Directors

Motion: Director Decker to close Public Comment
Second: Director Carruthers
 Ayes: 5
 Noes: 0

President Roberts closed Public Comment at 7:26 p.m.

VI. OLD BUSINESS

A. DISCUSS/CONSIDER/TAKE ACTION REGARDING THE LOWER COLORADO RIVER AUTHORITY'S WATER MANAGEMENT PLAN BEFORE THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Manager Gernes reported that the Emergency Order submitted by the Lower Colorado River Authority (LCRA) to the Texas Commission on Environmental Quality (TCEQ) had been approved and would be effective through October. She said that either the Water Management Plan before TCEQ or another Emergency Order would be needed for approval prior to January 1, 2016 or, based on the 2010 WMP, water could be released downstream. She went on to say that the TCEQ would be holding a meeting Monday, July 20, at 7:00 p.m. and the Highland Lakes Firm Water Customer Coalition (HLFWCC) would be represented by Earl Foster to request clarification on many issues regarding some of the conditions written into the WMP that was being reviewed at this time.

Director Steed informed the Board that he attended a meeting held at the City of Austin and they do not want to cause a contested case hearing either, but that they were also aware of many of the same issues the HLFWCC had pointed out. Director Carruthers asked how changes to the plan could happen without a contested case hearing and Manager Gernes explained that after handing in the HLFWCC comments, they would schedule a meeting with LCRA staff to try to get this concurrence and ask LCRA to approach TCEQ in support of the changes. Gernes stated the HLFWCC was in support of the plan, but want certain clarifications. No action.

B. DISCUSS/CONSIDER/TAKE ACTION REGARDING TRAVIS VISTA WATER AND SEWER SUPPLY CORPORATION

Manager Gernes said nothing more to report other than what was discussed during the Manager's Report. No action.

C. DISCUSS/CONSIDER/TAKE ACTION ON PROPOSED MANSFIELD WATER TREATMENT PLANT PHASE 1, CHANGE ORDER NO. RCP1 #15A AND #15B, ARCHER WESTERN CONTRACTORS

Manager Gernes reported that a meeting had not been held to date with Archer Western Contractors due to their cancellations and that the District is waiting for AW to reschedule. She reported that this change order had been the only issue with Archer Western and gave a construction status update. No action.

VII. NEW BUSINESS

A. DISCUSS/CONSIDER/TAKE ACTION ON ITEMS RELATED TO THE SERENE HILLS DEFINED AREA \$4,450,000 UNLIMITED TAX BONDS, SERIES 2015; BOND ISSUE NO. 1:

1. RECEIVE BIDS ON \$4,450,000 TRAVIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 17 SERENE HILLS DEFINED AREA UNLIMITED TAX BONDS, SERIES 2015;
2. APPROVE ORDER AUTHORIZING THE ISSUANCE OF \$4,450,000 TRAVIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 17 SERENE HILLS DEFINED AREA UNLIMITED TAX BONDS, SERIES 2015; LEVYING AN AD VALOREM TAX IN SUPPORT OF THE BONDS; APPROVING AN OFFICIAL STATEMENT; AUTHORIZING EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT; AWARDED THE SALE OF THE BONDS; AND AUTHORIZING OTHER MATTERS RELATED TO THE ISSUANCE OF THE BONDS; AND
3. ACTION REGARDING CLOSING PROCEDURES FOR THE SERIES 2015 BONDS

Garry Kimball reported that the four bids received for the first sale of bonds by the Serene Hills Defined Area were tightly grouped with small basis points. He stated that he attributed the good showing for this bond sale on the

established track record of the parent district, Travis County Water Control and Improvement District No. 17, in the markets. Mr. Kimball recommended awarding the sale of the bonds to FirstSouthwest with a net interest cost of 4.0539 percent as compared to the estimated 6 percent used in the application.

Motion: Director Steed to approve all items listed pertaining to the Serene Hills Defined Area \$4,450,000 Unlimited Tax Bonds, Series 2015 and award of the bond sale to FirstSouthwest as recommended.

Second: Director Decker

Ayes: 5

Noes: 0

B. DISCUSS/CONSIDER/TAKE ACTION ON REQUEST FOR BOAT DOCK APPROVAL AT OR NEAR 4212 ECK LANE – AUSTIN EDWARDS AND ANGEL BYRON

Manager Gernes explained that the recent request made by Angel Byron and Austin Edwards was more than a residential dock, but along the line of a commercial dock which the District policy did not have provisions for. She explained that seven platted lots were going to be purchased and used as one lot where two docks, each under the 1,500 square foot limitation, were being requested to put as many as seven 30 foot tour boats and there would be no fuel or pumping stations located on the docks. Manager Gernes introduced Austin Edwards and Angel Byron.

Mr. Edwards introduced his wife and himself as both being United States Coast Guard Master Captains. He went on to state that they own a charter boat tour company, Austin Boat Tours, and that they were just informed before arriving at the meeting, the contract for sale for the 4212 Eck Lane property had just been pulled from the market and sold to a person with a first-right-of-refusal. He went on to explain their business of five years, where they purchase fuel, pump out holding tanks, and pick up clientele for tours. He stated that this next step in their business plan was to enable them to house their own boats rather than continuing to pay marina slip fees and they had no problem with the District fees. He stated that their average party size was 10-15 people and strictly charter groups transported by limousine buses, not party barge sets and that their tours were among the highest priced on Lake Travis. He and Ms. Byron requested if the Board would tender the concept should another parcel of land be available along the District's buffer zone. More discussion of their intent and how any parking would be handled was held with the conclusion being that under this type of proposal there were not any hurdles that could not be overcome and for the Policy Committee to discuss and bring their recommendation to the Board upon formal application. No action.

C. DISCUSS/CONSIDER/TAKE ACTION ON SECOND DEVELOPER DISBURSEMENT FROM THE STEINER RANCH DEFINED AREA UNLIMITED TAX BONDS, SERIES 2015 PROCEEDS

Accountant Leslie Terrell reviewed the eligibility for an additional disbursement of \$49,847.00 from the proceeds of the Series 2015 Unlimited Tax Bonds that could be reimbursed to the developer at this time due to documentation provided and reviewed by the auditor after the first authorized disbursement of \$2,011,836.27 in April, 2015. She recommended this additional reimbursement to the developer.

Motion: Director Decker to approve a second developer disbursement of \$49,847 from the Steiner Ranch Defined Area Unlimited Tax Bonds, Series 2015 proceeds.

Second: Director Ward

Ayes: 5

Noes: 0

VIII. THE BOARD WILL MEET IN EXECUTIVE SESSION TO RECEIVE ADVICE FROM ITS ATTORNEYS IN ACCORDANCE WITH TEXAS GOVERNMENT CODE SECTION 551.071 REGARDING THE LOWER COLORADO RIVER AUTHORITY'S WATER MANAGEMENT PLAN BEFORE THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Executive Session not held.

IX. THE BOARD WILL MEET IN EXECUTIVE SESSION TO RECEIVE ADVICE FROM ITS ATTORNEYS REGARDING TRAVIS VISTA WATER AND SEWER SUPPLY CORPORATION, IN ACCORDANCE WITH TEXAS GOVERNMENT CODE SECTION 551.071

Executive Session not held.

X. THE BOARD WILL MEET IN EXECUTIVE SESSION TO RECEIVE ADVICE FROM ITS ATTORNEYS IN ACCORDANCE WITH TEXAS GOVERNMENT CODE SECTION 551.071 REGARDING THE PROPOSED MANSFIELD WATER TREATMENT PLANT PHASE 1, CHANGE ORDER NO. RCP1 #15A AND #15B, ARCHER WESTERN CONTRACTORS

Executive Session not held.

XI. ADJOURNMENT

Motion: Director Carruthers to adjourn

Second: Director Ward

Ayes: 5

Noes: 0

President Roberts adjourned the meeting at 7:31 p.m.

Approved this _____ day of _____ 2015, with a motion

by Director _____ and a Second by Director _____.

Ayes _____ Noes _____ Abstained _____

Presiding Officer

Secretary

TRAVIS COUNTY WATER CONTROL AND IMPROVEMENT

DISTRICT NO. 17

REPORT ON APPLYING AGREED-UPON PROCEDURES TO LEGAL,

ENGINEERING AND RELATED COSTS REIMBURSABLE TO

SERENE HILLS, LTD. (DEVELOPER)

FROM THE PROCEEDS OF THE SERENE HILLS DEFINED AREA

SERIES 2015 BOND SALE

AUGUST 20, 2015

**DRAFT
SUBJECT TO CHANGE**

TRAVIS COUNTY WATER CONTROL AND IMPROVEMENT

DISTRICT NO. 17

REPORT ON APPLYING AGREED-UPON PROCEDURES TO LEGAL,

ENGINEERING AND RELATED COSTS REIMBURSABLE TO

SERENE HILLS, LTD. (DEVELOPER)

FROM THE PROCEEDS OF THE SERENE HILLS DEFINED AREA

SERIES 2015 BOND SALE

AUGUST 20, 2015

**DRAFT
SUBJECT TO CHANGE**

T A B L E O F C O N T E N T S

SCHEDULE

INDEPENDENT ACCOUNTANT'S REPORT ON APPLYING
AGREED-UPON PROCEDURES

SCHEDULE OF LEGAL, ENGINEERING AND
RELATED COSTS REIMBURSABLE TO
SERENE HILLS, LTD. (DEVELOPER)

A

COMPARISON OF ACTUAL COSTS WITH COST
SUMMARY AS APPROVED BY THE TEXAS
COMMISSION ON ENVIRONMENTAL QUALITY

B

DRAFT
SUBJECT TO CHANGE

McCALL GIBSON SWEDLUND BARFOOT PLLC

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August 20, 2015

Board of Directors
Travis County Water Control
and Improvement District No. 17
Travis County, Texas

Independent Accountant's Report
on Applying Agreed-Upon Procedures

We have performed the procedures enumerated below, which were agreed to by the Board of Directors of Travis County Water Control and Improvement District No. 17 (the "District"), on the invoices and schedules submitted by Serene Hills, Ltd. for payment from the District's Serene Hills Defined Area Series 2015 bond proceeds. The responsible parties for this report are the intended users of the report. These procedures were performed solely to assist you in evaluating the reasonableness of those costs as required by the Texas Commission on Environmental Quality and the report is not to be used for any other purpose.

Pursuant to 30 TAC Chapter 293.70 of the Texas Commission on Environmental Quality (the "Commission"), the Board of Directors of the District is responsible for engaging a certified public accountant or public accountant holding a permit from the Texas State Board of Public Accountancy to perform certain agreed-upon procedures applicable to all items and amounts for which a reimbursement request has been received, and issue a report before a developer is reimbursed for expenditures incurred on the District's behalf.

This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures is solely the responsibility of the Board of Directors of the District. Consequently, we make no representation regarding the sufficiency of the procedures either for the purpose of which this report has been requested or for any other purpose. The procedures we performed are as summarized below:

- A. We reviewed the Technical Memorandum dated April 29, 2015, the Order Approving an Engineering Project and the Issuance of \$4,450,000 in Unlimited Tax Bonds as approved by the Commission dated May 11, 2015, and rules of the Commission relative to the reimbursement request. Our review was for the purpose of identifying those items authorized for District participation and those items the District is specifically prohibited from purchasing. In some cases our efforts required review of portions of the bond application relative to this bond issue.

- B. We reviewed for completeness certain Developer schedules, supporting invoices and contract estimates in substantiation of the costs to be reimbursed. Our review included all documentation supporting items, amounts, and proof of payment for which reimbursement was requested.
- C. We read the development and financing agreements for particular items that might affect the reimbursement. The agreements reviewed are referenced in our report.
- D. We footed the extensions of any engineering invoices pertaining to the reimbursement in any amount greater than \$5,000.
- E. For all payments, we compared the payment dates to copies of cancelled checks. If cancelled checks were not available, alternate procedures were designed to support dates and amounts of payments.
- F. We reviewed the formulas for computation of developer interest to be reimbursed to the Developer based upon the net effective interest rate of the District's Serene Hills Defined Area Series 2015 bond issue and limited interest, if appropriate, in accordance with the orders and rules of the Commission.
- G. We inquired of the District's Bookkeeper regarding current period General Fund expenditures for costs to be reimbursed to the General Fund from the Capital Projects Fund in accordance with the approval of the Commission. We reviewed prior year audit work papers for items capitalized in the past, which can now be reimbursed from bond proceeds.
- H. A draft of our report was provided to the District's Attorney, Engineer, Financial Advisor, Bookkeeper, and Developer prior to reimbursing the Developer.
- I. We prepared for submittal to the Commission our report detailing the costs payable to the Developer and a schedule reflecting the results of the payment and future costs to complete as compared with the amount approved by the Commission.

The attached Schedule A, titled "Schedule of Legal, Engineering and Related Costs Reimbursable to Serene Hills, Ltd. (Developer)", sets forth the reimbursable costs. This reimbursement is in accordance with the terms and conditions of the Utility Development and Conveyance Agreement (the "Agreement") between the District and Serene Hills, Ltd. dated January 17, 2008, and the First, Second and Third Amendments to the Agreement dated May 28, 2008, December 12, 2013, and January 16, 2014, accordingly.

**DRAFT
SUBJECT TO CHANGE**

The Developer's original reimbursement request totaled \$3,613,099.00 which included interest in the amount of \$385,878.01 estimated at 6.0% through June 1, 2015. We have revised the reimbursable amount to \$3,508,978.71 which includes interest in the amount of \$261,196.13. Interest was calculated at 4.053912%, the net effective interest rate of the District's Serene Hills Defined Area 2015 bond issue through August 25, 2015, and limited in accordance with the rules of the Commission. The changes to the Developer's original schedule include the following:

1. We added \$20,561.59 for bond application report costs and bond issuance costs that were not included in the Developer's original schedule.
2. We deducted \$124,681.88 per our recalculation of developer interest at the net effective interest rate of the bonds.

Schedule B is a comparison of the actual reimbursable costs with estimated costs. As outlined in Schedule B, it appears the District will have sufficient funds to meet the estimated requirements. Significant variances (over or under 10% of the projected costs) are explained below:

- Developer interest was estimated for the bond application at an interest rate of 6.0%. Actual developer interest was calculated at 4.053912%, the net effective interest rate of the bonds.

We were not engaged to and did not conduct an audit, the objective of which would be the expression of an opinion on the aforementioned reimbursable costs. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

This report of agreed-upon procedures is for the exclusive use of the Board of Directors of the District in compliance with certain rules of the Commission. The report is intended for use by the Board of Directors and is not intended to be associated with the presentation of any other financial data of the District. We are aware that the report is subject to distribution under provisions of the Texas Open Records Act.

**DRAFT
SUBJECT TO CHANGE**

McCall Gibson Swedlund Barfoot PLLC

AUP Report - Serene Hills 2015 Bonds

TRAVIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 17
 SCHEDULE OF LEGAL, ENGINEERING AND RELATED COSTS
 REIMBURSABLE TO SERENE HILLS, LTD. (DEVELOPER)
 AUGUST 20, 2015

(SEE ACCOMPANYING DISCLAIMER OF OPINION AND
 EXPLANATION OF AGREED-UPON PROCEDURES PERFORMED)

		TOTAL REIMBURSABLE COST
Travis County Water Control and Improvement District No. 17		
Water and Wastewater Impact Fee Credit		
Amount Paid by Developer	\$ 4,739,809.00	
Less: Amount Deferred to Future Funding	1,655,174.00	\$ 3,084,635.00
 Freeman & Corbett		
Legal Fees - Creation Costs Serene Hills Defined Area		
Amount Paid by Developer		15,376.87
 McLean & Howard, LLP		
Legal Fees - Creation Costs Serene Hills Defined Area		
Amount Paid by Developer		56.25
 Freeman & Corbett		
Legal Fees - Operations Costs Serene Hills Defined Area		
Amount Paid by Developer		5,617.50

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SUBJECT TO CHANGE**

<u>INTEREST ACCRUED AT 4.053912%*</u>	<u>TOTAL DUE DEVELOPER</u>
\$ 250,096.78	\$ 3,334,731.78
1,246.73	16,623.60
4.56	60.81
455.46	6,072.96

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SUBJECT TO CHANGE

TRAVIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 17
 SCHEDULE OF LEGAL, ENGINEERING AND RELATED COSTS
 REIMBURSABLE TO SERENE HILLS, LTD. (DEVELOPER)
 AUGUST 20, 2015

(SEE ACCOMPANYING DISCLAIMER OF OPINION AND
 EXPLANATION OF AGREED-UPON PROCEDURES PERFORMED)

			TOTAL REIMBURSABLE COST
McLean & Howard, LLP			
Legal Fees - Operations Costs Serene Hills Defined Area			
Amount Paid by Developer	\$	93,717.84	
Less: Developer's Share		66,407.04	\$ 27,310.80
 MacDermid Reynolds & Glissman			
Legal Fees - Operations Costs Serene Hills Defined Area			
Amount Paid by Developer	\$	4,489.00	
Less: Developer's Share		3,693.50	795.50
 Delta Survey Group, Inc.			
Surveying - Operations Costs Easement Preparation for Serene Hills Defined Area			
Amount Paid by Developer			4,025.00
 Jones-Heroy & Assoc.			
Engineering - Operations Costs Serene Hills Defined Area			
Amount Paid by Developer			3,091.52

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SUBJECT TO CHANGE**

<u>INTEREST ACCRUED AT 4.053912%*</u>	<u>TOTAL DUE DEVELOPER</u>
\$ 2,214.31	\$ 29,525.11
64.50	860.00
326.34	4,351.34
250.66	3,342.18

DRAFT
SUBJECT TO CHANGE

TRAVIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 17
 SCHEDULE OF LEGAL, ENGINEERING AND RELATED COSTS
 REIMBURSABLE TO SERENE HILLS, LTD. (DEVELOPER)
 AUGUST 20, 2015

(SEE ACCOMPANYING DISCLAIMER OF OPINION AND
 EXPLANATION OF AGREED-UPON PROCEDURES PERFORMED)

			TOTAL REIMBURSABLE COST
<hr/>			
Delta Survey Group, Inc.			
Tree and Topographic Survey Serene Hills Defined Area			
Amount Paid by Developer	\$	132,625.09	
Less: Developer's Share		<u>66,312.54</u>	\$ 66,312.55
Jones-Heroy & Assoc.			
Engineering - Bond Application Report			
Amount Paid by Developer			<u>40,561.59</u>
TOTAL AMOUNT REIMBURSABLE TO SERENE HILLS, LTD. AS OF AUGUST 25, 2015			<u><u>\$ 3,247,782.58</u></u>

*The Net Effective Interest Rate of the District's Serene Hills Defined Area 2015 Bond Issue

DRAFT
SUBJECT TO CHANGE

INTEREST ACCRUED AT 4.053912%*	TOTAL DUE DEVELOPER
\$ 5,337.02	\$ 71,649.57
<u>1,199.77</u>	<u>41,761.36</u>
<u><u>\$ 261,196.13</u></u>	<u><u>\$ 3,508,978.71</u></u>

DRAFT
SUBJECT TO CHANGE

TRAVIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 17
 COMPARISON OF ACTUAL COSTS WITH COST SUMMARY AS APPROVED
 BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
 AUGUST 20, 2015

(SEE ACCOMPANYING DISCLAIMER OF OPINION AND
 EXPLANATION OF AGREED-UPON PROCEDURES PERFORMED)

DESCRIPTION	ENGINEERING ESTIMATE APPROVED BY THE COMMISSION (1)	REIMBURSABLE TO SERENE HILLS, LTD. AT AUGUST 25, 2015	COSTS PAID BY THE DISTRICT
CONSTRUCTION COSTS			
DISTRICT ITEMS:			
Water Impact Fees	\$ 717,500	\$ 717,500	\$ -
Wastewater Impact Fees	2,367,135	2,367,135	
TOTAL CONSTRUCTION COSTS	\$ 3,084,635	\$ 3,084,635	\$ -
NON-CONSTRUCTION COSTS			
Bond Counsel Fees	\$ 44,500	\$ -	\$ 44,500
Fiscal Agent Fees	55,625		55,625
Interest:			
Capitalized Interest (1)	360,798		360,798
Developer Interest	385,878	261,196	
Bond Discount (1)	120,150		120,150
Bond Issuance Expenses (1)	10,685	562	
Bond Application Report	40,000	40,000	
Operating Expenses	40,840	40,840	
Creation Expenses	15,433	15,433	
Tree and Topographic Survey	66,313	66,313	
Attorney General Fees	4,450		4,450
TCEQ Bond Issuance Fee	11,125		11,125
Contingency (1)	209,568		
TOTAL NON-CONSTRUCTION COSTS	\$ 1,365,365	\$ 424,344	\$ 596,648
TOTAL BOND ISSUE	\$ 4,450,000	\$ 3,508,979	\$ 596,648

(1) As approved by the Commission and as amended in the Official Statement

DRAFT
 SUBJECT TO CHANGE

ESTIMATED ADDITIONAL COST TO COMPLETE	ACTUAL AND ESTIMATED ADDITIONAL COSTS TO COMPLETE	ACTUAL OVER (UNDER) ESTIMATE	% VARIANCE OVER (UNDER) ESTIMATE
\$ -	\$ 717,500	\$ -	0.00%
	2,367,135	-	0.00%
\$ -	\$ 3,084,635	\$ -	
\$ -	\$ 44,500	\$ -	0.00%
	55,625	-	0.00%
	360,798	-	0.00%
	261,196	(124,682)	-32.31%
	120,150	-	0.00%
10,123	10,685	-	0.00%
	40,000	-	0.00%
	40,840	-	0.00%
	15,433	-	0.00%
	66,313	-	0.00%
	4,450	-	0.00%
	11,125	-	0.00%
	-	(209,568)	-100.00%
\$ 10,123	\$ 1,031,115	\$ (334,250)	
\$ 10,123	\$ 4,115,750	\$ (334,250)	

DRAFT
SUBJECT TO CHANGE

From: Ken Heroy <KenH@jones-heroy.com>
Sent: Thursday, August 06, 2015 4:20 PM
To: Debbie Gernes; Douglas Hunter
Cc: Will Pena; aarongoogins@outlook.com
Subject: RE: Serene Hills Bond Reimbursable Summary
Attachments: Serene Hills-Bond Reimbursables 8-6-15.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Debbie,

I spoke to Justin Taack, the Districts Section Manager at TCEQ to confirm our interpretation. He stated one correction and confirmed the others:

- The Phase 3 lift station would not be 100%, since it pumps into the internal collection system, not a regional facility.
- The offsite water line, offsite reuse line, the offsite force mains and pump station ("HEB") connected to the offsite force main would all be 100% under their rules. Based on this, the revised reimbursables summary would be as on the attached.

Please let me know if there are any questions or if you or Will want to discuss. I will plan to attend the Board meeting next week in case there are questions on that or the current bond #1 reimbursement.

Thanks,
Ken

From: Debbie Gernes [<mailto:dgernes@wcid17.org>]
Sent: Thursday, July 16, 2015 8:17 PM
To: Douglas Hunter
Cc: Ken Heroy; Will Pena
Subject: RE: Serene Hills Bond Reimbursable Summary

Doug,

We will consider all, but just off the top of my head, all lift stations should probably be 100 percent as they are part of central facilities.

Deborah Gernes
General Manager
Travis County Water District No.17
3812 Eck Lane
Austin, Texas 78734

(512) 266-1111 Ext. 113
dgernes@wcid17.org

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From: Douglas Hunter [<mailto:douglasohunter@gmail.com>]
Sent: Thursday, July 16, 2015 5:18 PM
To: 'Debbie Gernes'
Cc: Ken Heroy
Subject: Serene Hills Bond Reimbursable Summary

Debbie: Hope all is well with you and that you are having a good summer! It appears we just had our first successful bond sale today. It's been a long wait for Serene Hills! We thank you for all of your help in this regard. I have attached our most recent reimbursable summary for Serene Hills along with TCEQ bond guidelines. We have some questions that we would like to address to the district regarding the reimbursable summary provided by Jones-Heroy, as follows:

1. TCEQ rules the lift station in Section 2E (built as part of the HEB Wastewater Line project for \$452,574) should be 100% reimbursable. Currently Jones-Heroy has the 2E lift station at 70% reimbursable. We would like to appeal to Travis County WCID 17 as TCEQ allows for 100% reimbursement per Section 293.479(d)(4) and/or (5).
2. For the same reason we would like to appeal to the district for the lift station in section 3Wa to also be 100% reimbursable. It is also shown as only 70% by Jones-Heroy.
3. Per Section 293.479(d)(4) of TCEQ guidelines, the "2E force main" (built as part of the HEB Wastewater Line project - Line items 39-51 for \$182,658) should be 100% reimbursable. We appeal to Travis County WCID 17 for 100% reimbursement.
4. Per TCEQ rules the "offsite force main" (built as part of the Offsite Force Main project for \$950,661) should be 100% reimbursable. We appeal to Travis County WCID 17, for approval as TCEQ allows for 100% reimbursement per Section 293.479(d)(4).
5. Last, as part of the HEB Wastewater Line project, Serene built \$123,776.10 worth of reuse line. We believe that should be reimbursed at 100% rather than 70%, as it connects directly to the WCID 17 disposal system.

Thank you, Debbie, for your consideration of the above matters. We look forward to your response. My regards, Doug

Thank you,

Douglas Hunter

Hunter Interests | ES-DH Serene LLC, Serene Hills, Ltd.

Office: 512.284.8968 | Cell: 512.689.0485

28 Cousteau Ln., Austin, Texas 78746

Email: douglasohunter@gmail.com

**Scene Hills Defaced Area (SHDA) of Travis Co, WCID No. 17
Bond Reimbursables Summary
August 5, 2015**

Project	Board Approval Date	Board Approval Date	Est/Actual Constrn Start Date	No. of Lots	Total Contract Amount (1)	Amount Completed	Percent Completed	Total Est. Eligible Bond Reimb. Amount (2)	Potential Bond Reimb. Amount (3)	Interest (2 yrs @ 5%)	Total Potential Reimb.	Developer Reimb. Amount To Date (4)	Bond Issue	Estimated Completion Date	Status
Substation Improvements															
SH Phase 1A&B (12-in water line)	11/17/2007	11/17/2007	9/2/2008	66	\$ 1,622,552	\$ 1,622,552	100.0%	\$ 1,585,232	\$ 1,109,655	\$ 110,864	\$ 1,230,621			8/1/2011	Completed
SH Phase 1A&B (12-in water line on Scene Hills Dr)			9/2/2008	66	\$ 230,017	\$ 230,017	100.0%	\$ 230,017	\$ 154,012	\$ 15,401	\$ 169,413			8/1/2011	Completed
Scene Hills - Phs 1A & 1B (Earthwork) (8)	12/1/2011	12/1/2011	6/7	2	\$ 195,113	\$ 2,364,113	100.0%	\$ 604,468	\$ 729,308	\$ 35,171	\$ 764,479	\$ 2,110,800		12/29/2012	Completed
HEB Wastewater Line (w/6" L.S. PM & Reuse line)	11/1/2011	11/1/2011	10/1/2011	132	\$ 3,171,659	\$ 3,171,659	100.0%	\$ 2,807,249	\$ 1,825,094	\$ 182,509	\$ 2,007,581	\$ 1,135,914		6/30/2012	Completed
Scene Hills - Phase 2E, 2W, 2WB, 2WB (Earthwork) (8)	11/1/2011	11/1/2011	9/1/2011	66	\$ 721,159	\$ 721,159	100.0%	\$ 312,521	\$ 219,045	\$ 219,045	\$ 219,045			5/9/2014	Completed
Scene Hills - Phase 2W	future	future	11/29/2014	72	\$ 2,497,295	\$ 2,271,219	91.0%	\$ 1,667,840	\$ 1,167,408	\$ 116,749	\$ 1,284,237				
Scene Hills - Phase 4	future	future		20											
Non-Share Facility:															
Man at Lohway/Apartments	9/7/2014	10/15/2014	10/15/2014	10	\$ 3,075,000	\$ 2,718,730	88.4%	\$ 1,756,230	\$ 1,229,561	\$ 122,906	\$ 1,352,297				
Post-Creek															
Portman Development (Cann next to West Run)															
Central Facility (9)															
SH Phase 1A&B (12-in water line on Hwy 71 & Finnick)	11/17/2017	11/17/2017	9/2/2008	66	\$ 170,444	\$ 170,444	100.0%	\$ 170,444	\$ 170,444	\$ 13,044	\$ 183,488			11/7/2013	Completed
HEB Wastewater Force Main	12/1/2011	12/1/2011	12/1/2011	66	\$ 1,211,163	\$ 1,211,163	100.0%	\$ 755,998	\$ 755,998	\$ 75,599	\$ 831,598			6/30/2012	Completed
HEB Wastewater Line (L.S. PM & Reuse line)	11/1/2011	11/1/2011	6/10/2011	66	\$ 755,998	\$ 755,998	100.0%	\$ 2,907,000	\$ 2,907,000	\$ 290,700	\$ 3,197,700	\$ 2,110,800		6/30/2012	Completed
Impact Fee Credit (Imp & Pond Sites) (6)															
Impact Fee Credit (Imp & Pond Sites) (7)															
Impact Fees for Western Run Apts				208.5				\$ 1,032,889	\$ 1,032,889	\$ 103,289	\$ 1,136,178				
Impact Fees (6/30/10 fee, check #22-1)				49	\$ 205,000	\$ 205,000	100.0%	\$ 205,000	\$ 205,000	\$ 20,500	\$ 225,500				
W & WW Line Rehabilitation Agreement															
Impact Fees - Ph. 2W & Ph. 4	6/17/2015				\$ 211,182	\$ 211,182		\$ 211,182	\$ 211,182	\$ 21,118	\$ 232,300				
Other Reimbursables Credits															
WQ Pond 1 Site (Ph 1B plat, nr 402)				2.97	acres			\$ 15,695	\$ 15,695	\$ 1,569	\$ 17,264				
WQ Pond 4 Site (Ph 2F Plat)				3.48	acres			\$ 176,046	\$ 176,046	\$ 17,604	\$ 193,650				
WQ Pond Site (Ph 2W ponds)				3.14	acres			\$ 66,113	\$ 66,113	\$ 6,611	\$ 72,724				
Tree & Topographic Survey					\$ 132,625			\$ 71,157	\$ 71,157	\$ 7,115	\$ 78,272				
Creation costs					\$ 15,433			\$ 15,433	\$ 1,543	\$ 1,543	\$ 16,976				
SUBTOTAL OF CURRENT PROJECTS															
Water, Wastewater & Drainage				294	\$ 17,668,836	\$ 16,433,888		\$ 15,695	\$ 15,695	\$ 1,569	\$ 17,264				
Engineering/Permitting/Testing Reimbursables (Estimate)								\$ 176,046	\$ 176,046	\$ 17,604	\$ 193,650				
TOTAL PROJECT REIMBURSEMENT (CURRENT & PROJECTED)								\$ 162,590	\$ 162,590	\$ 16,259	\$ 178,849				
BOND REIMBURSEMENT TOTALS								\$ 66,113	\$ 66,113	\$ 6,611	\$ 72,724				
Total Water, Wastewater & Drainage								\$ 71,157	\$ 71,157	\$ 7,115	\$ 78,272				
Total Engineering								\$ 15,433	\$ 15,433	\$ 1,543	\$ 16,976				

\$ 18,201,256	\$ 1,247,512	\$ 30,103,670	\$ 3,592,081
\$ 2,240,166	\$ 273,019	\$ 3,003,207	\$ 3,003,207
\$ 20,961,090	\$ 1,520,531	\$ 33,106,877	\$ 6,595,288

Total Bond Projects			
Estimated Bond Bank			

\$ 18,201,256	\$ 1,247,512	\$ 30,103,670	\$ 3,592,081
\$ 2,240,166	\$ 273,019	\$ 3,003,207	\$ 3,003,207
\$ 20,961,090	\$ 1,520,531	\$ 33,106,877	\$ 6,595,288

Total Bond Projects			
Estimated Bond Bank			

- Notes:**
- (1) Total Contract Amount is for water, wastewater and drainage facilities where applicable, including change orders to ds
 - (2) This is the estimated total eligible amount for reimbursement, subject to TEQ review and approval;
 - (3) This is total eligible amount less Developer's 10% share
 - (4) Does not include developer engineering (and its interest) or contingent
 - (5) As defined in DCA, as Amended (not TEQ rules)
 - (6) Credit for 92.5 ac tract will be for \$2,907,000 or 187 LVEs, whichever is more.
 - (7) Credit for 40.78 ac tract will be for \$1,832,889 or 126 LVEs, whichever is more.
 - (8) Project not publicly bid, therefore no developer interest is eligible.
 - (9) 375 units / 2 - 188 LVEs

- VII. B. DISCUSS/CONSIDER/TAKE ACTION ON APPEAL BY SERENE HILLS DEFINED AREA DEVELOPER TO CONSIDER REIMBURSEMENT PERCENTAGES FOR CERTAIN FACILITIES, AS LISTED, TO BE REIMBURSED AT 100 PERCENT INSTEAD OF 70 PERCENT:**
- 1. SECTION 2E LIFT STATION BUILT AS PART OF THE HEB WASTEWATER LINE PROJECT;**
 - 2. SECTION 3WA LIFT STATION;**
 - 3. FORCE MAIN 2E BUILT AS PART OF THE HEB WASTEWATER LINE PROJECT;**
 - 4. OFFSITE FORCE MAIN DEVELOPER PORTION; AND**
 - 5. REUSE LINE DEVELOPER PORTION**

The following pages, for reference, have been taken from the:

**Second Amendment to the Utility Development and Conveyance Agreement,
Electronically recorded: 2013221189, December 17, 2013
Page 3 of 6**

and

**Utility Development and Conveyance Agreement, dated January 17, 2008
Pages 20-23**

**Second Amendment to the Utility Development and Conveyance Agreement,
Electronically recorded: 2013221189, December 17, 2013**

Page 3 of 6

equipment identified by the District, such as grinder pumps, to facilitate wastewater service to lots within the Defined Area. The District shall be responsible for ownership and maintenance of such grinder pumps and related facilities upon acceptance thereof."

5. Purchasing Additional Water LUEs. Section 5.4(a) of the Development Agreement, as amended by the First Amendment, shall be replaced in its entirety with the following:

"(a) The District shall provide water service sufficient to meet the water service needs within the Defined Area as development progresses, but the quantity of wastewater service shall not exceed 764 LUEs within the Defined Area; provided, however, that the District shall not be obligated to commence rendering retail water service to the Defined Area until Developer completes all of the conditions precedent identified in Section 5.6 of this Agreement. Of these 764 wastewater LUEs, the Parties agree that (i) 60 LUEs shall be allocated to serve the HEB Property and (ii) the remaining 704 LUEs shall be allocated to serve all other development within the Property, including, but not limited to, the 338 single family residential lots within the Development and the 10.20 acre tract of land located within the Property at the intersection of State Highway 71 West and Bee Creek."

6. Reimbursement. Section 6.5 of the Development Agreement, as amended by the First Amendment, shall be replaced in its entirety with the following:

"Except as otherwise provided herein, as consideration for Developer's conveyance of the Defined Area Facilities or portions thereof to the District, Developer shall be reimbursed from Defined Area Bond proceeds for the Defined Area Creation Costs, Project Costs, and other costs and expenses associated therewith in accordance with this Agreement; provided, however, that the amount of reimbursement to be paid by the District to Developer shall be approved by the TCEQ and District's Board of Directors. Unless otherwise provided herein, the amount of reimbursement shall equal, to the extent allowed by the TCEQ and the District's Board of Directors, the amount actually expended by Developer pursuant to this Agreement plus two (2) years of interest, to be calculated from the various dates of expenditure by Developer to the time of payment by the District at a rate per annum not to exceed the lesser of (a) the net effective rate on the Defined Area Bonds of the District sold for the purpose of making such payment, (b) the lowest net effective rate on the Defined Area Bonds of the District sold for the purpose of making such payment, or (c) the lowest net effective interest rate on any funds borrowed by Developer for the purpose of making such payment prior to the time of payment by the District. Payment shall take place within thirty (30) days from the date after receipt of the proceeds of sale of the Defined Area Bonds and the occurrence of all the conditions to the District's purchase of the Defined Area Facilities specified in Section 6.6 below. The District shall not be required to request a conditional waiver from the TCEQ's developer cost participation requirements set out in Section 293.47 of the TCEQ's rules or reimbursement for greater than two (2) years of developer interest as set out in Section 293.50 of the TCEQ's rules."

7. Successors and Assigns. This Second Amendment shall be binding upon and inure to the benefit of the Parties, their respective heirs, successors, and assigns.

Developer agrees to (i) prepare, execute, and file all instruments reasonably necessary to convey the Defined Area Facilities or portions thereof to the District, including but not limited to the form Utility Conveyance Agreement, attached hereto as Exhibit D; and (ii) execute an affidavit, to the best of Developer's knowledge, that no debt remains unpaid to any contractor, laborer, or material supplier which has or could result in a valid lien encumbering, or claim against, the applicable Defined Area Facilities. Developer shall also convey (a) any easements held by Developer within which the water or wastewater system of the District is located, unless such easements have been dedicated to the public or the facilities are located in a public right-of-way or lands owned by the District, and (b) all easements necessary to own, operate, and maintain the Defined Area Facilities. Developer shall additionally convey fee simple title to any and all facility sites, together with necessary rights of way thereto where such site or sites are not accessible by a dedicated public street, and all licenses, franchises, and permits for the Defined Area Facilities held by Developer. Developer represents that the Defined Area Facilities will be constructed in easements or sites owned by Developer or within easements dedicated to the public. All documents or instruments of conveyance, release, transfer, or assignment required hereunder shall be in a form and content reasonably acceptable to the District General Counsel.

6.4 Accounting.

Developer agrees that it will maintain books of records and accounts in which full, true, and proper entries will be or have been made of all dealings, transactions, business, and matters which in any way affect or pertain to the Defined Area Facilities or portions thereof, and such books and accounts will be available for inspection and copying by the District at reasonable hours and under reasonable circumstances.

6.5 Amount of Reimbursement.

As consideration for Developer's conveyance of the Defined Area Facilities or portions thereof to the District, Developer shall be reimbursed from Defined Area Bond proceeds for the Defined Area Creation Costs, Project Costs, and other costs and expenses associated therewith in accordance with this Agreement, provided, however, that the amount of reimbursement to be paid by the District to Developer shall be approved by the TCEQ and the District's Board of Directors. Unless otherwise provided herein, the amount of reimbursement shall equal, to the extent allowed by the TCEQ and the District's Board of Directors, the amount actually expended by Developer pursuant to this Agreement plus two (2) years of interest, to be calculated from the various dates of expenditure by Developer to the time of payment by the District at a rate per annum not to exceed the lesser of (a) the net effective rate on the Defined Area Bonds of the District sold for the purpose of making such payment, (b) the lowest net effective rate on the Defined Area Bonds of the District sold for the purpose of making such payment, or (c) the lowest net effective interest rate on any funds borrowed by Developer for the purpose of making such payment prior to the time of payment by the District. Payment shall take place within thirty (30) days from the date after receipt of the proceeds of sale of the Defined Area Bonds and the occurrence of all the conditions to the District's purchase of

the Defined Area Facilities specified in Section 6.6 below. The District shall not be required to request a conditional waiver from the TCEQ's developer cost participation requirements set out in Section 293.47 of the TCEQ's rules or reimbursement for greater than two (2) years of developer interest as set out in Section 293.50 of the TCEQ's rules.

6.6 Conditions to Conveyance.

The District's obligation to issue Defined Area Bonds and to purchase the Defined Area Facilities from Developer is subject to the following terms and conditions:

- (a) A favorable election result, as described in Section 3.6 of this Agreement;
- (b) Developer's preparation of an application to the TCEQ, approved by the District, for approval of the Defined Area Facilities and issuance and sale of Defined Area Bonds by the District;
- (c) An order issued by the TCEQ approving the issuance and sale of Defined Area Bonds;
- (d) Receipt of a bona fide bid for the Defined Area Bonds;
- (e) Approval of the Defined Area Bonds by the Attorney General of the State of Texas and their registration by the Comptroller of Public Accounts;
- (f) Conveyance to the District of title to the Defined Area Facilities and assignment to the District of all rights and privileges under all construction contracts for the Defined Area Facilities in accordance with this Agreement;
- (g) The assessed value of all taxable property within the Property, as shown by the latest appraisal roll issued for the District by the Travis Central Appraisal District, together with the projected increase in the assessed value that is allowed by the rules of the TCEQ, is such that the debt service on the District's outstanding Defined Area Bonds, and the Defined Area Bonds then being issued, can be paid with the tax rate of sixty five cents (\$0.65) per one hundred dollars (\$100.00) of assessed valuation. If the projected increase proves to be inaccurate or if there is a reduction in the assessed value such that the total resultant tax rate exceeds the sixty five cents (\$0.65) per one hundred dollars (\$100.00), whichever is applicable, any subsequent issue will be adjusted so as to ensure that the tax rate will be less than or equal to these tax rate limitations;
- (h) The District shall not be obligated to issue Defined Area Bonds in increments of less than one million dollars (\$1,000,000.00), save and except the last issue of Defined Area Bonds to reimburse Developer;

- (i) Developer is current on all taxes, fees, and obligations to the District;
- (j) Recommendation of the District Financial Advisor that sale of the Defined Area Bonds is feasible and prudent; and
- (k) Receipt of all information from Developer as requested by the District as determined necessary by the District to fulfill its disclosure obligations pursuant to federal and state securities law.

When requested by Developer, the Board shall use its best efforts to obtain all applicable governmental approvals in an expeditious manner for issuance of Defined Area Bonds and the District's acquisition of the Defined Area Facilities. The District's Defined Area Bonds shall be offered on terms and conditions generally accepted in the water district bond market. The District shall not be obligated to offer the Defined Area Bonds in contravention of any laws of the State of Texas or the rules and regulations of the TCEQ. The District shall not be obligated to sell or issue any amount of Defined Area Bonds in excess of the amount then recommended by the District Financial Advisor. The District agrees to use its best efforts to sell the Defined Area Bonds, but cannot guarantee the sale thereof.

6.7 Limitation on Bonds and Taxes.

The Defined Area Bonds shall be payable only from taxes levied, assessed and collected against taxable property within the Defined Area. The remainder of the property within the District is relieved from taxation or any other charges to pay for the Defined Area Bonds and all steps necessary will be taken to ensure that at no time within the future can other land or property within the District become liable for payment of the Defined Area Bonds.

6.8 Issuance of Bonds.

The District and Developer agree that Bonds will be sold in increments meeting the conditions of the foregoing Section 6.6 at the earliest possible time, until Developer has been reimbursed pursuant to the terms of this Agreement. Subject to the terms and conditions set forth herein, the District agrees that, when requested to do so by Developer, it will proceed at the earliest practicable time to request the approval of the Defined Area Facilities and the issuance of an increment of Bonds by the TCEQ, and upon receipt of such approval, will proceed with the issuance and sale of Bonds, provided that the Bonds can be sold subject to the terms and provisions of Section 6.6. The District will proceed in a like manner until sufficient Bonds have been sold to reimburse Developer for those costs to be reimbursed pursuant to this Agreement.

6.9 Continuing Disclosure.

Developer agrees to provide such information to the District as determined necessary by the District to fulfill its disclosure obligations pursuant to federal and state securities law.

6.10 Order of Conveyance.

Except as otherwise agreed by the Parties, issuance of Defined Area Bonds and Developer's conveyance of portions of the Defined Area Facilities to the District that are constructed pursuant to a Construction Contract shall be in the order in which the Construction Contracts are signed (i.e., shall be based on the effective date of the Construction Contracts with the first in time being the first to be acquired by the District). The Parties shall cooperate in good faith regarding the timing for reimbursement of impact fees paid by Developer for the Defined Area.

ARTICLE VII **RISK OF LOSS**

7.1 Risk of Loss.

As between Developer and the District, Developer shall bear all risk of loss or of damage to the Defined Area Facilities occurring prior to the time of the District's acquisition of the Defined Area Facilities as specified in Article VI hereof.

ARTICLE VIII **INDEMNITY**

8.1 Indemnity.

Developer agrees to indemnify the District, its successors and assigns, and to hold it free and harmless from and against any and all liens, claims, debts, charges, damages, loss, penalties, and expenses, liquidated or unliquidated, executed or executory, oral or written, express or implied, actual or contingent, not hereby expressly listed or described but which may be asserted nevertheless against the District, its successors or assigns, resulting from occurrences or omissions occurring prior to the earlier of (i) the time of the District's purchase of the Defined Area Facilities as specified in Article VI hereof or (ii) the time of the commencement of use specified in Article IX hereof, and arising out of (1) any default under or in violation of any Federal or State statute, regulation, or order; (2) death or injury in connection with construction or condition of the Defined Area Facilities; (3) any damage to property arising out of the construction of the Defined Area Facilities or from the existence of the Defined Area Facilities howsoever caused, except for such injury, death, or property damage caused by the negligence of the District, its successors and assigns; or (4) any default by Developer under any agreement, contract, or understanding pertaining to the construction of the Defined Area Facilities. In case any action or proceeding may be brought against the District for any matter for which the District is indemnified under this Article VIII, Developer covenants to assume in full and direct the defense of such action or proceeding at Developer's expense and, thereafter,

**ORDER APPROVING CHANGES TO THE RULES AND POLICIES OF
TRAVIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 17
REGARDING PLUMBING PERMITS**

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

WHEREAS, Travis County Water Control & Improvement District No. 17 (the “District”) is a conservation and reclamation district operating pursuant to Chapters 49 and 51 of the Texas Water Code;

WHEREAS, the District has adopted written Bylaws, Code of Ethics and Values/Ethics Policy, Personnel Policy and Service Rules and Policies (collectively, “Rules and Policies”) concerning the operation of the District; and

WHEREAS, the District’s Board of Directors has determined that certain amendments to the District’s Rules and Policies relating to the length of time plumbing permits for certain projects expire are necessary at this time.

NOW THEREFORE, it is ordered by the Board of Directors of Travis County Water Control and Improvement District No. 17 as follows:

Section 1: The above recitals are true and correct and are incorporated into this Order for all purposes.

Section 2: The District's Board of Directors hereby adopts the changes and amendments to Section 3.4 of the District’s Rules and Policies relating to the time period that plumbing permits for certain projects expire, as shown in Attachment A.

PASSED AND APPROVED this 20th day of August, 2015.

Jeff Roberts
President, Board of Directors

ATTEST:

Jerri Lynn Ward
Secretary, Board of Directors

3.4 Plumbing Permits, Inspections, And Procedures

3.4.1 General

The District is responsible by law to the state regulatory agency, Texas Commission on Environmental Quality (TCEQ) for protecting the drinking water supply from contamination or pollution that could result from improper plumbing practices. All plumbing within the boundaries of the District must be installed in accordance with the Uniform Plumbing Code, most recently adopted Edition, with District amendments. Any property which fails to comply with required plumbing standards may be denied water service.

The following Persons may obtain plumbing permits:

- Homeowner/Business owner/Property owner
- Certified Irrigation Specialists
- Licensed Plumber

A permit is required for:

1. Building a new home;
2. Building a commercial business or building;
3. Installing a new Yard Line to an existing house, trailer, prefabricated house, or structure formerly using a well or cistern;
4. Installation or replacement of hot water heaters or water softeners;
5. Installing a sprinkler/irrigation system;
6. Addition to a home or business which requires additional plumbing or which alters original plumbing including, but not limited to, new bathrooms, kitchen, sinks or drains.
7. Remodeling an existing house, room(s), or commercial building, if it necessitates changing the existing plumbing; and
8. Installing a pool.

Permits are NOT required for repairs or replacement of fixtures such as faucets, toilets, pressure regulating valves or any repairs which do not require breaking into the walls or altering original plumbing.

Plumbing permits are valid for 1 year **with the exception of pool permits that are valid for 6 months and permits pertaining to only hot water heaters, water softeners, sprinkler/irrigation systems, gas lines, yard lines or customer service inspections being valid for 3 months. Irrigation permits are valid for 3 months, and Pool permits are valid for 6 months.** If the permit expires before the work is completed, a permit may be extended for an additional fee. After a permit expires without the work being completed, any unused inspection fees will be forfeited.

In general, one permit per single family unit or commercial building is required in order to ensure that all necessary plumbing inspections for that property have been completed. If a single builder or property owner is building a home and installing a pool and irrigation system which will be completed at the same time, one permit may cover the whole project. For commercial multi-unit projects such as motels, trailer parks, or apartment buildings, only one permit per building or park is required. For duplex, condominium or townhouse projects, each unit will require a permit. The number of permits required for special or unusual projects will be determined by the General Manager.

A person is not required to be licensed to perform:

1. plumbing incidental to and in connection with the business in which the person is employed or engaged if the person:
 - a. is regularly employed as or acting as a maintenance person or maintenance engineer; and
 - b. does not engage in plumbing for the public;
2. plumbing if the person is engaged by a public service company to:
 - a. lay, maintain, or operate its service mains; and
 - b. install, change, adjust, repair, remove, or renovate appurtenances, equipment or appliances;
3. appliance installation and service work, other than installation and service work on water heaters, that involves connecting appliances to existing openings with a code-approved appliance connector if the person performs the work as an appliance dealer or an employee of an appliance dealer; or
4. water treatment installations, exchanges, services, or repairs.

**ORDER APPROVING CHANGES TO THE PERSONNEL POLICY OF TRAVIS
COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 17**

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

WHEREAS, Travis County Water Control & Improvement District No. 17 (the “District”) is a conservation and reclamation district operating pursuant to Chapters 49 and 51 of the Texas Water Code;

WHEREAS, the District has adopted written Bylaws, Code of Ethics and Values/Ethics Policy, Personnel Policy and Service Rules and Policies (collectively, “Rules and Policies”) concerning the operation of the District; and

WHEREAS, the District’s Board of Directors has determined that certain amendments to the District’s Rules and Policies relating to personnel matters, are necessary at this time;

NOW THEREFORE, it is ordered by the Board of Directors of Travis County Water Control and Improvement District No. 17 as follows:

Section 1: The above recitals are true and correct and are incorporated into this Order for all purposes.

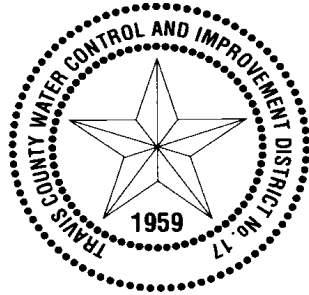
Section 2: The District’s Board of Directors hereby adopts the changes and amendments to the District’s Rules and Policies relating personnel matters, as shown in Attachment A.

PASSED AND APPROVED this 20th day of August, 2015.

Jeff Roberts
President, Board of Directors

ATTEST:

Jerri Lynn Ward
Secretary, Board of Directors



TRAVIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 17

PERSONNEL POLICIES

Updated July Adopted August 20, 2015 November 20, 2014

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PREFACE TO PERSONNEL POLICY

~~These personnel policies were amended and adopted on November 21, 2013, to be effective immediately.~~

Comment [EPHNEW1]:

ABOUT THIS MANUAL

It is the intent of these ~~Personnel p~~Policies (the "Manual") to: provide a uniform system of personnel administration for Travis Water Control and Improvement District No. 17 employees, ensure that functions of personnel administration comply with federal and state laws; and ensure, protect and clarify the rights and responsibilities of employees, ~~managers~~supervisors, ~~the~~ General Manager and the Board of Directors.

This Manual and the provisions contained in it are intended only as guidelines, and should not be understood to create a contract of employment. No agreement or promise regarding employment is binding on the District unless it is in writing and signed by the District's General Manager. The provisions in this Manual control over any conflicting statements made by supervisors, and the District has the right to change the provisions of this Manual at any time, without prior notice.

AT-WILL EMPLOYMENT

Employment at the District is on an ~~at-will~~ **basis**. This means that employees of the District are not employed under a contract, and are free to leave their employment at any time, for any reason or no reason, without contractual obligation. Likewise, the District is free to terminate employment at any time, for any reason, or for no reason, without contractual obligation. The at-will provisions in this manual take precedence over any conflicting statements made by supervisors.

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**Travis County W.C. & I.D. #17
Employees Code of Ethics and Values**

We are employees charged with the operation and maintenance of public water and sewage treatment facilities. As such, we recognize that we are in a profession of great responsibility for the health and welfare of our customers. Accordingly, we subscribe to the following ethics and values:

- Service to our customers is our top priority. We will do everything we can within the scope of our responsibilities to ensure their safety and satisfaction.
- We value integrity (honesty, honor and responsibility), professionalism (competence, teamwork, loyalty) and concern for people.
- We will not accept any money or benefits from any interested parties other than WCID #17. We will not accept any collateral employment which might adversely affect the performance of our duties.
- We will to the best of our ability conduct all operations under our control in such a manner that will ensure adequate services, preserve public health, and furnish protection to property.
- We encourage construction, management, maintenance and operating procedures that are economically sound and in the public interest.
- We will constantly strive for improvement in our level of knowledge, qualifications, and training.
- We take our health and welfare seriously. We are responsible for each other's safety. Each of us is involved in finding, reporting and correcting safety hazards. We take all safety precautions, and wear hearing, respiratory, eye protection and safety shoes when necessary. We practice personal and facility cleanliness. We don't abuse drugs, and believe employees who do are a hazard to themselves and others.
- We believe simple and honest communication up and down promotes good working relationships and good morale. We'll approach challenges positively and work for solutions.
- We want WCID #17 to be the best. We recognize good work, personal initiative and teamwork. We believe discipline should be firm, fair, and consistent.
- We try to do things right the first time. By working intelligently and making changes where necessary, we improve our ~~e~~District. We can't afford the time and difficulty of doing our work over. We take our responsibility and duties seriously.
- We recognize individual human worth. We want to be known for our professional performance and personal reputation. We work hard and follow rules, regulations, and laws.
- We believe everyone has the right to be treated with dignity, courtesy, and respect. We respect the races, genders, religious cultures and traditions of all.

Date

Signature

Record of Changes

Date Approved By Board of Directors	Policy/Title Section	Date Entered	Entered By

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Appendix "A"

1. Application for Employment
2. Acknowledgement of Personnel Policies
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4. Employees Code of Ethics and Values
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6. Performance Evaluation Standards
7. Non-Exempt Performance Review Sheet
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15. [District Property Reimbursement Agreement](#)
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Membership in Professional Organization Request](#)
18. [Educational Tuition Assistance Request Agreement](#)
19. [Deferred Payment Agreement](#)

Appendix "B"

1. Position Descriptions

1.0 ORGANIZATION

| 1.1 BOARD OF DIRECTORS

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The Board of Directors of the District is an elected body given the responsibility to govern the District, and whose primary functions are to set policy and rules and regulations for the District and to provide general directives regarding District administration to the General Manager. Duties and other information regarding the Board of Directors may be found in the Bylaws.

| 1.2 POSITION DESCRIPTIONS

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Position descriptions and job specifications shall be maintained and updated by the District. They are the responsibility of the General Manager and must be approved by the Board of Directors. Department ~~Managers-Supervisors~~ and employees are expected to make suggestions for amending the descriptions to match the expectations and needs of the District for any given position.

Job descriptions shall include a general purpose statement, examples of duties, minimum qualifications, special requirements, and the appropriate department and ~~manager-supervisor~~ for supervision. Examples of duties listed in the position description are intended only as illustrations of the various types of work performed. The omission of specific statements of duties does not exclude them from the position if the work is similarly related or a logical assignment to the position.

The position description does not constitute an employment agreement between the District and the employee. All employees of the District are at-will employees, subject to the provisions of this personnel policy for managing personnel matters.

It is a policy of the District to provide promotional opportunities, whenever possible, to existing personnel within the District provided their performance reviews have been of a high caliber for such promotion and they are qualified to assume the position.

Detailed position descriptions can be found in Appendix "AB".

2.0 PERSONNEL POLICIES

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2.1 EQUAL EMPLOYMENT OPPORTUNITY POLICY AND AMERICANS WITH DISABILITIES ACT

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It is the policy of the District to provide equal employment opportunity for all of its employees and applicants ~~for employment with the District~~ and not to discriminate against a person because of gender, race, religion, genetic information, age, color, national origin, veteran status, disability, or any other protected category.

All ~~matters regarding the~~ personnel matters policy of the District ~~affecting employees~~, including benefits, compensations, promotions, transfers, reductions in the work force, demotions, terminations, reinstatements, training, and social and recreational programs, will be administered in accordance with this equal employment opportunity policy and the Americans with Disabilities Act. Any individual employed by the District or seeking employment with the District who ~~feels believes~~ he or she ~~is being~~ has been discriminated against contrary to this policy should report the alleged discrimination to a supervisor, or the General Manager, or may file a written grievance with the Board of Directors ~~within ten days~~, as described in the Grievance Policy.

Comment [EPHNEW2]: It is fine to keep your grievance policy at 10 days for general complaints, but we suggest this clarification so that employees know they are encouraged to report harassment and discrimination at any time—even if it happened longer than 10 days ago. This change would help the District's defense if someone filed a charge or lawsuit and claimed they did not think they were allowed to report the harassment or discrimination.

All employees are responsible for accepting all co-workers based on their individual worth without regard to gender, race, religion, genetic information, age, color, national origin, veteran status, or disability.

To the extent reasonably possible, the District will accommodate individuals with disabilities in the application, hiring, and employment process. Reasonable accommodation is available to all employees and applicants, so long as the accommodation does not create an undue hardship for the District, and can be provided without posing a substantial or imminent safety risk. Disabled individuals requiring accommodations should notify the General Manager or Office Manager. The District requests sufficient notice, when possible, to give time to arrange the accommodation.

The District is also committed to ensure equal opportunity for disabled persons to participate in board meetings and on board committees. Board meetings will be held in the District Office community room, which is an accessible location, and other reasonable accommodations will be provided if this can be done without undue hardship to the District.

The Board of Directors, General Manager, and all officers and employees of the District are responsible for complying with and enforcing the intent of this policy.

2.2 WORKPLACE HARASSMENT, INCLUDING SEXUAL HARASSMENT

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~~The law prohibits~~ The District will not tolerate harassment of employees on the basis of race, color, religion, gender, national origin, genetic information, disability, age, or any other classification protected by law. The District will not tolerate unlawful harassment ~~of its employees~~, including sexual harassment,

whether committed by a fellow employee, a member of management, a vendor, or even a customer. All employees, including supervisors and managers, will be subject to disciplinary action, up to and including termination, for any act of unlawful harassment they commit.

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

Submission to such conduct is made either explicitly or implicitly a term or condition of employment;

Submission to or rejection of such conduct is used as the basis for employment or the continuation of employment;

Such conduct has the purpose of substantially interfering with an individual's work performance or creates an intimidating, hostile, or offensive work environment.

Examples of sexual harassment could include, but are not limited to: unwelcome sexual flirtation, touching, advances or propositioning; verbal abuse of a sexual nature; graphic suggestive comments about an individual's dress or body; vulgar, suggestive or graphic jokes or expressions; or sexually degrading words describing an individual.

If you feel you are being unlawfully harassed, or if you have knowledge of unlawful harassment, immediately bring it to the attention of your supervisor. If, for any reason, you do not feel comfortable discussing the matter with your supervisor, you should report the problem to the General Manager, or if the General Manager is involved in the situation, then directly to the Board of Directors. You may also use the grievance procedure contained in Policy 2.3, below. All reports will be promptly investigated in as confidential a manner as possible, while still conducting a thorough investigation. Based on the findings of the investigation, the District will take prompt action as necessary to remedy any circumstances of unlawful harassment.

Any individual making a report of unlawful harassment will not be retaliated against for making such report. If you feel you have been retaliated against for making a report or for participating in an investigation, you should report it to the General Manager immediately, or to the Board of Directors if the General Manager is involved. Anyone found to have retaliated against an employee for making a complaint of unlawful harassment or for participating in an investigation will be subject to disciplinary action up to and including termination.

| 2.3 GRIEVANCE PROCEDURES

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The District encourages prompt reporting whenever an employee or applicant for employment has a grievance in order that a thorough, timely investigation may be done.

Any employee or applicant for employment with the District who believes he or she ~~is the object of discrimination or believes he or she is being~~ has been subjected to unfair treatment in any way, ~~shall~~ may file a written complaint ~~within ten days of the occurrence or awareness~~ of the grievance with the General Manager. Employees or applicants who feel they have been unlawfully harassed or discriminated against are encouraged to report such incident to the District in whatever way they are most comfortable, using either the grievance procedure outlined here, or by reporting the incident to a supervisor or the General Manager.

The General Manager shall conduct a thorough investigation, gather information and take action on the complaint as he or she deems necessary to resolve the problem.

Should the employee filing the grievance not be satisfied with actions recommended by the General Manager, the entire file will be forwarded to the Board of Directors (BOD) for review.

Complaints in which the General Manager is a party will be forwarded directly to the Board of Directors for investigation.

The Board of Directors shall have 60 days to respond and take action on the written complaint. The Board of Directors shall notify the persons involved of the date and time of the review of the complaint and shall hold such meetings in accordance with the provisions of the Open Meetings Act. The Board may conduct investigations into the grievance and shall enter into the record their findings and the actions to be taken in response. The findings of the Board of Directors shall be final.

2.4 INITIATION OF EMPLOYMENT

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~~Travis County Water Control and Improvement~~The District ~~17~~ provides the opportunity for current ~~District~~-employees to apply ~~to fill~~for vacant positions with the District.

The District will advertise locally for positions, online and in the local newspapers, the *Austin American Statesman*, and notice to the Texas Workforce Commission. Additional advertising notifications will be posted as determined appropriate by the General Manager and Board of ~~Directors may be done and will include posting the~~Directors. All vacancy notices will be posted on the employee bulletin board in the District office.

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Family members of Board Members and relatives of Board Members may not be considered for any employment with the District while that Board Member is serving a term of office. For purposes of this policy, "family members" are defined as the employee's spouse (including common-law spouse), child, parent, sibling, grandparent, aunt, uncle, niece, or nephew, as well as the "step" or "in-law" versions of each. For employees not in a reporting relationship with each other, the District will allow the employment of relatives. However, the District

reserves the right to evaluate that relationship to determine whether a potential for conflict of interest, workplace disruption, or the appearance of impropriety or favoritism exists. Employees are **required** to report to management immediately the existence of any family relationship with another employee or prospective employee.

Both internal and external searches for position applicants will be conducted in compliance with the District's Equal Employment Opportunity Policy and the Americans with Disabilities Act. Recruitment and selection processes will grant equal opportunity for employment to qualified applicants and will not discriminate on the basis of disability. Job descriptions will include specific physical, mental, and sensory requirements for employment openings.

REQUIREMENTS FOR EMPLOYMENT

All District employees are required to have Social Security Numbers and to be at all times eligible to work in the United States. All employment is contingent upon submitting appropriate identification and the Department of Homeland Security's I-9 form.

All applicants for employment must complete a written employment application. Anything omitted or falsified on this application can be cause for immediate termination.

If appropriate for the specific position, applicants or employees may be required to undergo a post-offer medical physical examination, drug testing, or a check of the individual's driving record or criminal history.

Any individual employed by the District who feels that he or she is being discriminated against in the search or hiring process may file a written grievance with the Board of Directors as described in the Grievance Policy.

INTRODUCTORY PERIOD

All newly hired employees are on an introductory period normally for the first six months of employment. The purpose of the introductory period is for the District and the employee to learn about each other and make decisions about whether the relationship is a good fit, before too much time is invested by either party. The introductory period is a time for the employee to ask questions, be trained about the job and be frequently evaluated on an informal basis. Introductory employees will accrue paid time off at the same rate as other employees, but will not be able to use that time during this period. In addition, some benefits relating to leaves of absence and training/tuition are not available to employees in the initial introductory period.

An employee moved to a different position within the organization also serves an introductory period in the new position. As with new employees, this will be a time for learning and frequent evaluation, but there will not be the same limitations for the use of other benefits.

Prior to the close of the introductory period, the supervisor should conduct a formal evaluation of the employee to determine whether the employee should continue with the District, and, in the case of a transferred employee, whether reassignment/demotion is appropriate. If continuation is chosen, then the employee will be evaluated on an annual schedule as non-introductory employees are. If it is determined earlier that the employment relationship or new position is not working out, then the final evaluation may occur earlier.

2.5 ADMINISTRATION OF PERSONNEL RECORDS

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The District will retain personnel records on every employee throughout the time of employment and for a minimum of four years after separation. Most of these documents will be kept in the employee's personnel file, except for medical documents, such as doctor's statements and leave requests containing medical information, insurance forms with detailed medical information, and medical and drug testing results. Medical documents will be kept in a confidential medical file that will not be accessible to those without a legally sufficient need for access.

The District will keep employees' records confidential, except as required by the Public Information Act or by business necessity. Upon hire, or at any time thereafter, employees must indicate in writing whether or not they wish to allow public access to their home addresses, home telephone numbers, Social Security Numbers, and family information. Failure to indicate a choice in writing means that such information is may be subject to public access. Most other personnel information is presumed to be public unless its disclosure would be a clearly unwarranted invasion of personal privacy.

2.6 ATTENDANCE AND WORK HOURS

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BUSINESS HOURS

The District's business hours are from 8:00 a.m. to 5:00 p.m. on Monday through Friday. Employees are expected to be at their work location and ready to begin work at the designated time. Each employee shall have at least one half hour off for lunch which shall be scheduled by the immediate manager-supervisor to allow for adequate continuous staffing of the District.

Employees who are nursing mothers are allowed reasonable break time, comfort and privacy to express milk. If regularly scheduled breaks and meal times are not sufficient, nursing mothers may take additional time to express milk. These additional breaks are not considered compensable working time and should be deducted from the total time worked. Employees may choose to use accrued paid leave for this purpose. Nursing mothers should notify their immediate supervisor or the Personnel Specialist of their need for this accommodation so that arrangements can be made to provide a private, comfortable location to express milk.

Comment [EPHNEW3]: This is based on the latest interpretations by courts of this relatively new amendment to the Fair Labor Standards Act. The law does exempt employers with fewer than 50 employees, but only if the employer can show an undue hardship, which is a difficult burden to meet, and courts rarely find undue hardship under this law. Therefore, we recommend complying.

Occasions may arise when the service to customers or efficiency can be improved through the adjustment of working hours. The Department Manager Supervisor shall obtain the General Manager's approval for these types of

changes to business or employees' hours and shall still provide for adequate continuous staffing and a minimum of overtime.

WEEKEND AND HOLIDAY WORK

Due to the nature of the District's operations, regularly scheduled weekend and holiday work is necessary. The Department ~~Manager-Supervisor~~ shall schedule weekend and holiday hours in consultation with the affected employees and with the General Manager's concurrence.

There is no federal or state law that requires an employer to pay overtime for working weekends or holidays. If the hours worked on a holiday or weekend are within the 40-hour work week, no overtime will be paid. The District, however, has chosen to provide employees with extra compensation for working on a holiday. In addition to the eight hours of holiday pay, non-exempt employees will receive time and one half pay for all hours actually worked on the holiday.

EMERGENCY WORK

Occasionally, an employee is required to work at any time of the day or night on an emergency. Employees are expected to respond to their Department ~~Manager's-Supervisor's~~ request to assist in an emergency unless that employee believes that to work would be dangerous due to insobriety or other impairment, in which event the employee must inform the ~~Manager-supervisor~~ of the impairment at the time the emergency work request is made. If an employee is designated as "on-call" he or she is expected to remain in condition to work safely.

TARDINESS AND ABSENTEEISM

Employees are expected to be at work, and to report without tardiness or leaving early.

Employees must notify their supervisor as soon as they are aware of the need to be tardy, absent, or to leave early. Failure to provide notice at the time such notice is possible will result in an unexcused absence, and the time off will not be paid even if accrued paid time is available (exempt employees' paychecks will not be docked for absences of less than a day, but their leave banks will be). Tardiness must be made up in the same work week in which it occurs. Excessive tardiness and absenteeism will be grounds for disciplinary action, unless otherwise protected by law. Failure to show up for work for two or more days without notification will be considered job abandonment.

An employee that has a known disability will be engaged in an interactive process to determine how the District can make reasonable accommodations, and in some cases, the accommodations might include allowing a disabled employee additional time off, beyond the days allowed under this policy. Even where time off is an accommodation for a disability, the employee must notify his or her supervisor, in advance, of absences and tardiness.

2.7 ON-CALL DUTY

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Due to the continuous nature of the District operations, it is necessary to assign certain employees to duty after normal working hours to handle routine tests and evaluations and to deal with emergency situations.

REQUIREMENTS

Employees assigned to on-call duty are expected to be in full uniform and to be unimpaired by alcohol or other substances so that they may safely and correctly handle their duties. On-call employees will also be expected to be in reasonable proximity to the District at all times, but are not required to stay at home.

PROCEDURE AND PERFORMANCE

Each on-call duty section will have a minimum of four individuals: A water operator, carrying the water pager, responsible for all water tests, water plant operation and water site checks; a wastewater operator responsible for wastewater plant tests and operation and all wastewater site checks; and two distribution team members responsible for repairing leaks, responding to emergency pager calls, and assisting the water and wastewater operators as necessary. A separate pump truck driver may be assigned or a qualified member of the on-call team may perform these duties as required. One member of the team will be designated as in overall charge; this person will be responsible for the performance of the team as a whole. More on-call personnel may be assigned as necessary.

The on-call duty runs for a seven-day period at a time with the on-call operators handling all after hours and weekend duties. Water and wastewater on-call personnel will receive an extra eight hours straight time pay per week for carrying the pager. Distribution on-call personnel will receive an extra six hours of straight time pay and will receive overtime for any hours actually worked. The extra straight time hours for on-call duty will not be considered "hours worked" for purposes of calculating overtime compensation. All non-exempt personnel will be paid overtime based on actual hours worked over 40 in a seven-day work period.

2.8 TRAINING/OUTSIDE BUSINESS MEETING TIME

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All training and outside business meeting must be judged to be in the interest of the District, and approved by the General Manager. During the workweek, when training or business meeting hours coincide with normal work hours, no additional work hours shall accrue for the training or meeting. When the session occurs outside normal working hours, non-exempt employees shall accrue compensable working time (counted toward overtime calculation for the week), as follows:

When traveling:

For a single day trip, including regular work day, weekend or holiday, **compensable time = Actual travel time less one hour to and from the site; and**

- meal time; and
- travel time between home and commercial transportation terminal when traveling to final destination by air, rail or bus.

For a multi-day trip, with overnight stay, **compensable time =**

- regular work hours or corresponding hours on non-working days (weekends or holidays), less meal time; and
- time spent outside of regular work hours or corresponding hours on non-working days (weekends or holidays), less mealtime **and less one hour to and from the site drive time.**

When attending training:

For training on weekends or holidays, or outside normal working hours, **compensable time =**

- actual training hours only, as listed on seminar materials, as well as time required for registration, etc. **Time spent at meals, receptions, or non-essential time before and after the classes is not compensable.**

When participating in other official District business:

For time spent on weekends or holidays, or outside of regular working hours, **compensable time =**

- actual working time, less mealtime and non-essential activities.

When testing at TCEQ:

TCEQ administers tests only on the second Monday of each month. Hours spent taking the test will be counted as **Straight Time Hours** only.

2.9 COMPENSATORY TIME AND OVERTIME

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The Fair Labor Standards Act (FLSA) ~~requires that is the federal law requiring that certain~~ employees receive minimum wage, and overtime compensation for hours worked outside of 40 in a seven-day work period. The law allows public sector employers, like the District, to pay overtime premiums in the form of compensatory time (1.5 hours per overtime hour worked) or cash (time and one-half rate). Only employees whose positions do not qualify as exempt from overtime receive the overtime premium.

DEFINITIONS AND RESPONSIBILITY

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~~Overtime shall be defined as all work performed in excess of 40 hours during the defined seven-day work week. Compensatory time shall be defined as authorized leave as compensation for overtime worked instead of receiving pay for such overtime worked.~~

The District's work week begins at 12:01 a.m. Saturday and ends at 12:00 midnight the following Friday. A pay period consists of two consecutive work weeks for non-exempt employees.

The Department Supervisors and General Manager are expected to manage their departments and the District so that overtime is held to an absolute minimum. Except for operations during weekends and holidays, overtime is a temporary requirement used to accomplish a specific project or task. Continued overtime indicates a need to examine efficiency and staffing requirements.

Employees are expected to work the additional hours or overtime as requested, and failure to do so may subject an employee to disciplinary action up to and including discharge. **Non-exempt employees must receive approval prior to working overtime.** Under no circumstances may employees work "off the clock," and all hours worked must be counted. Non-exempt employees are required to submit a time sheet that accurately reflects the hours worked.

Non-exempt employees will be compensated for overtime at a rate of one and one-half of the employee's hourly rate for hours worked. Upon request of the employee, the District may grant compensatory time off in lieu of overtime pay at its discretion and at the rate of one and one-half hours off per hour worked. The District is not obligated to grant all employee requests for compensatory time off instead of overtime pay. Compensatory time off may be accumulated to a maximum of 24 hours per calendar year. This time must be taken in the calendar year in which it accrued or it will be converted into regular overtime and "cashed out." This means an employee may take only three days of compensatory time off per calendar year.

2.10 HOLIDAYS

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The following will be paid District Holidays:

January 1	New Year's Day
4th Monday of May	Memorial Day
July 4	Independence Day
1st Monday of September	Labor Day
4th Thursday of November	Thanksgiving
December 25	Christmas Day
date of employee's choice	Personal Holiday
3 floating holidays	Voted by employees As designated annually by

GM

District Holidays ~~which that~~ fall on a Saturday or Sunday shall be observed on the preceding Friday or following Monday as determined by the General Manager. The District's business office shall be closed on District Holidays and employees have the day off with the exception of operators required to operate the District's systems, on-call employees, or other employees called to work by the General Manager for an emergency.

HOLIDAY PAY AND HOLIDAY EQUIVALENCY LEAVE

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All non-exempt employees shall receive pay for District Holidays equivalent to the regular number of hours that employee would have worked on that date. Exempt, salaried employees shall also receive their normal salary for District Holidays. At the discretion of the General Manager, pay dates may be adjusted if they fall on a District Holiday. An employee who is absent without leave on the day immediately preceding or following a holiday shall lose the holiday pay as well as pay for the unauthorized absence day.

Although not required by any state or federal law, the District policy is that all employees required to work on a holiday shall receive an additional payment in conjunction to the holiday pay equal to 1.5 times the employee's hourly wage for the actual hours worked.

PERSONAL HOLIDAYS

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In addition to the six date-specified District Holidays, and 3 floating holidays, all full-time employees shall be granted one paid personal holiday per year. The personal holiday must be taken within the calendar year it is earned.

2.11 PAY ADMINISTRATION

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PAY PERIOD AND CHECK ISSUANCE

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Employees will be paid bi-weekly on Thursdays for the pay period ending the previous Friday at 12:00 midnight. There are 26 pay periods in the year. Exempt employees will be paid semi-monthly or 24 pay periods in the year. If a payday falls on a holiday, the day of pay shall be the last working day preceding the normal pay date.

Checks will be distributed to employees before 5:00 p.m. on the Thursday following the close of each pay period. Included through the payroll website and with each paycheck will be a statement of earnings, deductions, and vacation, sick leave and compensatory time balances for the period covered by the payment and cumulative totals. It is the employee's responsibility to check these balances and totals and to bring questions or discrepancies immediately to the attention of the employee's Department Manager-Supervisor for resolution. Except for salaried, exempt employees, wages are calculated on an hourly basis. Employees will be offered the option of having their paychecks deposited directly to the bank account of their choice. Employees that select direct deposit may also choose to forgo receipt of a paper paycheck since the same information is available online through the payroll website.

Should an employee be on approved leave on a pay date without previously receiving the paycheck, checks will be held in the office until the employee returns to work or personally picks it up. At the General Manager's discretion, checks may be mailed to an employee's home address. Additionally, the employee may denote in writing and with signature another person who may pick up their paycheck.

PAY ADVANCES

No money will be loaned to employees by the District. The District does not issue pay advances except as noted above. Payment for eligible accrued benefits may only be made upon termination of employment.

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TIME CARDS

Every non-exempt employee shall maintain a time card. Employees are responsible for completing their own time cards each day. Misrepresentation on a time card shall be grounds for immediate termination of employment. Supervisors will review and sign-approve all time cards.

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In the event that an employee forgets to fill in the time card and the Department Manager-Supervisor is personally knowledgeable that the employee was present at work during the period, the Manager-supervisor shall fill in the employee's time card so the employee can be paid for such time.

The District shall assume that an employee took a one-hour lunch for any working day where a lunch period was not indicated on the time card unless the Department Manager-Supervisor indicates otherwise on the time card.

~~Immediately following the end of each pay period, the Department Managers shall compile for the bookkeeper a summary of the hours worked for that department's employees and other information as requested. This summary shall be submitted to the bookkeeper no later than the morning following the end of the pay period (every other Monday).~~

SEVERE WEATHER POLICY

A severe weather period is defined as one in which the managersupervisor determines the safety of employees may be at risk traveling to and from work.

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Under these conditions, most employees will be directed to stay at home or to go home depending on the circumstances. Some employees will be directed to stay at work during the entire emergency to perform vital functions. These employees may have to stay at work over 24 hours or longer depending on the conditions.

Employees who are directed to go home during the day will be paid straight time for the remainder of that day up to eight hours, and straight time up to eight hours for every day they are directed to stay at home. These hours will not count as "hours worked" for purposes of overtime calculations. Employees who are safely able to come in and work during this period, because of proximity or road conditions on their route to work, will be paid additional straight time for the actual hours worked. During these periods, consideration will also be given for those employees who must stay at home with children out of school if school opens later than the District, and employees will be paid for those hours.

Employees who are directed to remain at work overnight or over several days because of weather conditions will be paid as follows: All hours spent at work during the week will be added up. If the employee had to stay overnight, the day will count as 24 hours worked. 40 hours of the week will be counted as straight time, and the rest of the hours will be paid as overtime. On-call pay will also apply if the employee is on call.

PAYROLL DEDUCTIONS

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The District is required by law to take the following deductions from each employee paycheck:

1. Federal income tax withholding
2. Social Security (FICA)
3. Deductions authorized by law or court order, such as garnishments

Additional deductions may be requested by the employee for:

1. Payment of health insurance premiums
2. Payment of dental insurance premiums
3. Direct deposit of paychecks
4. Payment of additional compensation deferrals

It is the employee's responsibility to maintain current payroll deduction information with the bookkeeper, and employees wishing to add or change their payroll deductions should contact the bookkeeper. No non-mandatory pay deductions will be made without the written and signed authorization of the employee.

WAGES, SALARIES, AND PAY INCREASES

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Wages for non-exempt employees and salaries for exempt employees will be administered by the General Manager within guidelines and budget approved by the Board of Directors. The General Manager will periodically perform a comparative salary study of District positions to ensure that the District is

providing a competitive wage, and to bring requests for needed adjustments to the Board.

During the period June - August the General Manager (GM) shall develop the operation and maintenance budget for the upcoming fiscal year. During this process the GM shall propose a staff compensation plan for consideration by the Budget Committee, consisting of two Directors and the GM. The GM shall establish for Board approval a salary range for each job description. Pay raises within the adopted salary ranges may be approved by the GM. Considerations for pay raises will include individual employee performance, the employee's contribution to the goals and objectives of the District, and increases in the cost of living as measured by the Consumer Price Index.

Additionally, if requested by the GM, the board may approve an amount of money to be awarded as merit and incentive bonuses during the fiscal year. If this money is not awarded during the year it will revert to the general fund.

COMPENSATION OF GENERAL MANAGER

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Annually, the Board of Directors will meet in closed session to determine the compensation of the General Manager for inclusion in the annual budget. Annually, the Board of Directors will meet in closed session for the purpose of evaluating the performance of the General Manager and to take any action that may be warranted.

COMPENSATION OF DIRECTORS

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In accordance with Section 49.060 of the Texas Water Code, Directors shall be compensated as follows:

\$150.00 for attendance at a regular meeting.

\$150.00 for attendance at a special meeting.

\$150.00 for each additional day spent in the performance of duties as a director.

A minimum of two (2) hours must be spent in the performance of duties as a director during any one day in order for the director to be eligible for compensation.

A director's compensation shall not exceed the aggregate amount of \$500.00 in any one month.

Directors shall be reimbursed for all out-of-pocket expenses incurred in the performance of duties as a director.

2.12 PERFORMANCE REVIEWS

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PURPOSE OF PERFORMANCE REVIEWS

The functions of the employee performance review are: to provide introductory employees with timely reports of their progress and allow for correction of deficiencies; to provide all employees with positive recognition of strengths and special abilities and an opportunity to improve deficiencies; to provide an ongoing performance record which may become part of documentation used in determining personnel actions; to provide employees with an opportunity to discuss ways and means for growth and improvement; to provide a basis for determining merit-based pay increases; and to cause current job descriptions to be re-written and/or maintained.

REVIEW PERIODS

Introductory Employees shall be evaluated after six weeks, three months and six months. All personnel shall be formally evaluated at least once a year. Department Managers-Supervisors may choose to evaluate employees more often.

REVIEW PROCESS

The General Manager is responsible for overseeing the review process and for submitting budgetary requests to the Board of Directors to fulfill the monetary needs for merit increases for the upcoming year based on the performance reviews of all employees. The General Manager is also responsible for providing a tool for use in reviewing employees' performance which measures quality and quantity of work and other desired skills. Additionally, the General Manager is responsible for recommending periodic revisions to District job descriptions for approval by the Board of Directors.

Midway through the evaluation period Managers-supervisors will write a six-month ~~rough~~ evaluation on their employees and discuss the results with each individual. At the time of the annual evaluation, the employee and the Department Manager-Supervisor each shall complete applicable sections of the performance review tool provided by the General Manager. This process allows the employee a means of input and self-evaluation and the opportunity to outline professional and personal goals for the coming year. With these completed forms, the employee and Manager-supervisor shall then have a conference in which they discuss each portion of the form. Together, the manager-supervisor and employee will develop performance goals for the upcoming year.

The completed evaluation form will be submitted to the General Manager for final review. The General Manager, will then review the completed evaluation and sign the form. The employee's signature does not necessarily indicate agreement, but does reflect the employee's participation and understanding in the process. If the employee desires he or she may submit a rebuttal to the evaluation which will be filed as a part of that document.

UNSATISFACTORY PERFORMANCE

A Department Manager-Supervisor or the General Manager may issue a supplemental performance review or letter of instruction to an employee at any time to alert that employee of an unsatisfactory or potentially unsatisfactory job

performance. Notification via a supplemental letter of instruction allows the ~~Manager-supervisor~~ to communicate the dissatisfaction and offer suggestions for remedy. This process also provides the employee an opportunity to request specific assistance or instruction and to clarify expectations. Employees performing at an unsatisfactory level may be given up to ninety days to improve their performance.

Unsatisfactory performance is grounds for termination. However, at the discretion of the General Manager, the employee may be offered an alternative position or supplemental training if both the employee and the General Manager believes these measures will bring the employee to a satisfactory performance level. Misconduct or other inappropriate behavior is not governed by this policy. See "Employee Conduct" policy.

OUTSTANDING PERFORMANCE

A Department ~~Manager-Supervisor~~ or the General Manager may issue a supplemental performance review or letter to any employee demonstrating outstanding performance or performing an exemplary service to the District. Letters of Substandard and Outstanding Performance will be made part of the employee's record and may be used in determining levels of pay increase or bonuses.

2.13 EMPLOYEE CONDUCT AND DISCIPLINARY ACTION

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All employees of the District are considered to be "Goodwill Ambassadors" and such status involves a duty and obligation regarding public and private conduct. The attitude and deportment of any employee should, at all times, be such as to promote the goodwill and favorable attitude of the public toward the District and its programs and policies.

It shall be the responsibility of the employee to report to the General Manager any involvement with his supervisor and regulatory agencies or law enforcement which could affect the employee's employment status or involve the District in any way.

It shall be the duty of employees to maintain high standards of cooperation, efficiency, and integrity in their work with the District. If an employee's conduct falls below standard, that employee may be subject to disciplinary action.

It shall be the policy of the District to administer discipline fairly, reasonably, and impartially. It is the responsibility of the General Manager to administer discipline objectively and suitably, and the General Manager has the discretion to discipline as he/she feels is appropriate for the nature and severity of the offense. The employee's prior record shall be considered.

Disciplinary action is not primarily intended to be punitive, but rather to maintain the efficiency and integrity of District operations. Employees and the public are best served when discipline is administered to correct actions rather than punish.

Types of disciplinary actions which may be taken include oral warnings, written warnings, supplementary performance reviews, suspension, or termination. The General Manager has the discretion to select the type of disciplinary action he/she deems appropriate for the nature and severity of the offense.

Appeals of the General Manager's disciplinary measures or grievances may be filed in writing to the Board of Directors within ten days, as specified in the Grievance Policy.

| 2.14 POLITICAL ACTIVITY BY EMPLOYEES

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Employees are free to exercise their personal rights to involvement in the political and electoral process of the District and other governmental entities. However, during working hours employees may not:

- request or solicit contributions or anything of value for any political candidate or cause
- distribute campaign literature or speak in favor of any candidate or cause or solicit signatures
- picket or demonstrate for or against any political candidate or cause
- organize, plan or in any other way participate in the administration of any political campaign
- display any badge, button, sign or sticker promoting or opposing any political cause or candidate, including any time the employee is in District uniform or operating a District vehicle
- use public funds, property, or any other thing of value belonging to the District to promote or oppose any political cause or candidate
- coerce or intimidate fellow employees with respect to contributing to, opposing or promoting any political cause or candidate

Additionally, employees must not represent or suggest in any way that their own views are those of the District. Employees may run for any elected public office. However, any employee seeking a position on the District Board of Directors must request an unpaid leave of absence for the duration of the campaign, may use accrued eligible benefits to effect absence from work for the duration of the campaign, or must resign from District employment.

If elected to the Board of Directors, the employee must resign from employment with the District.

Although the Texas Water Code does have provisions for a Board Member to also serve as the General Manager for the District, this dual responsibility is strongly discouraged.

| 2.15 OUTSIDE EMPLOYMENT AND CONFLICT OF INTEREST

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Employees may not engage in any outside employment, including self-employment, determined by the General Manager (1) to be inconsistent or

incompatible with employment with the District; or (2) to affect the employee's job performance adversely.

An employee must have the advance approval of the General Manager to engage in any outside employment, including self-employment. The General Manager must have the approval of the Board of Directors for any such outside employment, including self-employment.

If a District employee is injured on the job in the course of employment outside of his or her employment with the District, the employee may not file a workers' compensation claim against the District for benefits related to the injury, regardless of the fact that the General Manager may have authorized the outside employment.

Specifically prohibited are the ownership, operation, or maintenance of any outside water or wastewater systems. Violation of this policy will be grounds for disciplinary action including dismissal.

| 2.16 ALCOHOL AND SUBSTANCE ABUSE

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The District believes that all employees have a right to work in a drug-free and alcohol-free environment. Persons under the influence of drugs and alcohol on the job may pose serious safety, health and security risks to our clients and employees.

| Definition of Prohibited Drug: (i) prescription drugs or over-the-counter drugs that are not being used as intended, or which were obtained under false pretenses; (ii) prescription drugs that were not prescribed to the affected employee by a licensed physician; (iii) controlled substances; (iv) alcohol; and (v) inhalants.

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The manufacture, distribution, possession, sale or use of prohibited drugs and controlled substances by an employee in a manner not authorized by law is prohibited. Additionally, being at work under the influence of prohibited drugs or controlled substances is prohibited. Violation of this policy may result in termination. Depending on the circumstances, other action, including notification of appropriate law enforcement agencies, may be taken by the District. Further, should an employee be convicted under a criminal drug statute for a violation occurring in the workplace, the employee must, as a condition of continued employment, notify the District in writing no later than five calendar days after such conviction.

If the medically approved and appropriate use of a prescription drug or over-the-counter drug adversely affects the employee's work performance or the safety of the employee or others, the District reserves the right to limit, suspend or modify the employee's work activity, or otherwise reasonably accommodate such adverse effect or risk.

CONDITION OF EMPLOYMENT

Compliance with the District's substance abuse policy is a condition of employment. The failure or refusal of an employee to cooperate fully, to sign any document required in the implementation of this policy or to submit to any inspection or test, will be grounds for termination.

SEARCHES, INSPECTIONS AND DRUG TESTING

WCID #17 reserves the right to conduct searches or inspections of all property, including personal, which is located on District premises. Such searches and inspections may be conducted without prior notice. Failure of an employee to cooperate in the implementation of this policy may result in termination.

When employees have placed themselves in a situation where their ability to perform their jobs is impaired by drugs or alcohol, it is the responsibility of the General Manager or his/his designee to remove such employees from the work environment to prevent the endangerment of the employee, fellow employees, and/or the public.

In the event there is a reasonable suspicion to believe that an employee's job performance may be impaired by drugs or alcohol, the General Manager or his/his designee shall directly observe the employee's behavior and document the behavior. Indications of impaired behavior include, but are not limited to, staggering or irregular gait, the odor of alcohol on the breath, slurred speech, dilated or constricted pupils, inattentiveness, listlessness, hyperactivity, performance problems, illogical speech and thought processes, poor judgment, or unusual or abnormal behavior.

The General Manager or his/his designee shall make a determination as to whether or not the employee's behavior is impaired and has the discretion to relieve the employee of duties and to require the employee to undergo drug testing and/or other medical examination, at District expense. Failure of the employee to take the test(s) may be cause for disciplinary action. These tests must be conducted within a reasonable time period after the observation of the problem behavior. If the drug tests reveal positive results, the employee may be terminated or face other disciplinary measures. Drug testing and test results shall be kept in the strictest confidence as required by law.

~~Approved Rehabilitation Programs~~ APPROVED REHABILITATION PROGRAMS

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The District encourages any employee who has an alcohol or other drug problem to seek treatment before the problem manifests itself in a violation of this Policy. Employees are encouraged to voluntarily seek assistance for alcohol or other drug problems. All inquiries about assistance will be kept strictly confidential and will be disclosed only to those persons who have a legitimate business need to know the information. To avoid disciplinary action or termination, an employee must voluntarily come to seek treatment BEFORE the District discovers the employee has violated this Policy.

The District maintains a list of possible providers of treatment programs, and that information is available to employees and their families. Any cost of such

treatment that is not covered by an employee benefit plan shall be the sole responsibility of the employee, and the District shall have no obligation to pay any part of the cost of treatment.

An employee who is being treated for a substance problem may be placed on medical leave of absence by the District, and will be subject to all rules, policies, and procedures governing such leaves of absence.

These guidelines apply to only one requested leave of absence. Any request for an additional leave of absence under the Employee Assistance Program will be handled on a case-by-case basis and granted only at the sole discretion of the General Manager, and as required by law.

~~Drug Testing~~DRUG TESTING

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~~Drug and alcohol t~~Testing is not necessarily limited to these circumstances, but the following are examples of situations where an employee may expect to be tested:includes but is not limited to the following situations:

Pre-employment

- All full and part time applicants~~being considered for a position.~~

~~Post-Accident~~Post-Accident

~~Employees may be tested if they:~~

- Are involved in an on-the-job accident;
- Have engaged in unsafe behavior or activities on the job;
- Pose a danger to themselves or others, or
- Pose a danger to the operation of the District.

Reasonable Suspicion

~~Employees may be tested on the basis of:~~

- Direct observation of drug use or the physical symptoms of being under the influence of a drug or alcohol;
- Abnormal conduct or erratic behavior while at work;
- Absenteeism, tardiness, or deterioration in work performance which is continuous and repeated over time; or
- Discovery by the District of drug paraphernalia or any detectable amount of a prohibited drug in a place which would lead to the reasonable suspicion that it was under the employee's ownership, control, or use, or that the employee had failed to report knowledge of the drug paraphernalia or prohibited drug.

Rehabilitation/Re-Entry

The District may require periodic retesting of employees who have acknowledged substance abuse problems and have participated in or completed substance abuse treatment or rehabilitation programs.

Random Testing

The District ~~will may~~ conduct ~~quarterly~~ random ~~drug and/or alcohol~~ testing ~~based on choices made by an outside source.~~ ~~at any time.~~ In accordance with the Department of Transportation (DOT) regulations, employees holding commercial driver's license (CDL) ~~will be subject to quarterly testing by random selection by an outside agency.~~ Testing may be more frequent for those individuals on the ~~Department of Transportation~~DOT schedule ~~(DOT)~~ because they hold a ~~commercial driver's license~~ (CDL).

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2.17 SMOKING

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Smoking, including the smoking of electronic cigarettes, is prohibited in all District-owned, operated or occupied enclosed facilities and vehicles.

Comment [EPHNEW4]: We have been adding this because many employers are encountering more use of e-cigarettes among employees.

In addition, smoking is prohibited near gasoline fueling facilities, storage, batteries, compressed gas change-out facilities, waste treatment plant areas, and anywhere smoking presents a fire or explosive hazard.

SMOKING CESSATION PROGRAM

The District will provide funding for smoking cessation programs for employees desiring to stop smoking at a nominal cost (not to exceed \$250) to the employee. This cost will be refunded to the employee after a six-month period of nonsmoking.

2.18 VEHICLES AND TRANSPORTATION

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DISTRICT-OWNED VEHICLES

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The District provides vehicles for employees' use in performing their duties. District-owned vehicles shall be used for official District business only. The District may, at any time, perform a DPS driving record check on employees who drive as part of their job for the District.

Employees operating District vehicles must have and maintain a good and acceptable driving record and are expected to observe all traffic laws and drive defensively and courteously. Seat belts will be used by the driver and all passengers at all times when the vehicle is in motion.

District vehicles are authorized to be taken home overnight under the following conditions:

- by the General Manager for transit to and from the District offices and for official business
- by the on-call employee
- by other employees as authorized by the General Manager

If an employee is involved in an accident while operating a District vehicle, the employee must:

- notify the proper law enforcement authorities immediately
- insist that all parties and property concerned remain at the scene of the accident until police officers investigate
- report the accident, no matter how small, to the immediate ~~managers~~supervisor

Repetitive vehicle accidents shall subject the employee to disciplinary measures at the discretion of the General Manager. Remediation may include successful completion of a defensive driving course at the employee's expense.

DRIVER'S LICENSE POLICY

Any employee whose work requires that he/she drive a District vehicle must hold a valid Texas driver's license. Any employee who does not hold a valid license will not be allowed to operate a District vehicle until the license is obtained.

All probationary employees will be required to submit to a Department of Motor Vehicles driving records check as a condition of employment. A report indicating a suspended or revoked license status may be cause to deny or terminate employment.

Any employee performing work which requires the operation of a District vehicle must notify his or her immediate ~~Manager~~supervisor in cases where the employee's license has expired or been suspended or revoked. If an employee fails to report such an instance and/or continues to operate a District vehicle without license, he/she is subject to disciplinary action including termination.

PRIVATELY-OWNED VEHICLES

Employees are encouraged to use District vehicles instead of their own for official District business whenever possible, and ~~managers~~supervisors will allocate vehicle availability to all employees. As a general principle, prior approval for use of a private vehicle and mileage reimbursement should be obtained from the Department ~~Manager~~Supervisor. Department ~~Managers~~Supervisors are expected to keep use of private vehicles for District business to a minimum.

Any employee who operates a privately-owned vehicle while conducting official District business must maintain personal liability insurance in accordance with state law.

Employees will be compensated for actual mileage for use of their private vehicles at the rate used by the Internal Revenue Service as allowable reimbursement. See also, Travel and Reimbursement Policies and Procedures.

TEXTING AND TALKING CELL PHONE USE WHILE DRIVING

Use of a cell phone or other handheld communication device while driving a District vehicle is strictly prohibited. Employees should be aware that if a text or email comes in or if the cell phone rings while the employee is driving the vehicle, that employee should let the call go to voice mail. Additionally, employees are prohibited from using District-owned cell phones or any personally owned cell

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phone for District purposes while driving any vehicle. As soon as it is convenient and safe for the employee to pull off the road, stop and park the vehicle, they may then return the message as needed.

2.19 TERMINATION OF EMPLOYMENT

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All employees are considered employed at the will of the District and subject to immediate termination at any time with or without notice, for any reason.

Discontinuance of employment with the District may be employee-initiated (resignation or retirement); supervisor-initiated (termination or dismissal); or due to circumstances beyond either party's control, such as staff reductions, or medical reasons.

An employee who leaves voluntarily or is terminated must return all District property in good condition including, but not limited to, phones, vehicles, keys, access devices, outer wear and tools. If the employee fails to return any District property in his/her possession, the employee will be required to reimburse the District for the cost of the items not returned. If a clothing allowance was received within three months of termination, the employee will be required to reimburse the District promptly upon separation for all of this allowance used, or in accordance with a deferred payment agreement, [\(Appendix "A" 19\)](#). Note: An employee who has participated in training or educational assistance must also comply with Personnel Policy 3.13 and/or 3.14.

RESIGNATION IN GOOD STANDING -

An employee who resigns from the District shall be deemed to be terminated in good standing if the employee gives two weeks written notice, returns all property of the District in good and proper condition, and continues to work in a satisfactory manner until the effective date of termination.

If an employee does not meet these requirements, the employee shall be considered to have resigned not in good standing.

The District retains discretion to accept any employee's resignation at the time it is given and not allow the employee to work through the notice period. The District's decision to reject the notice period does not affect the employee's "good standing" status, if notice was given properly.

All involuntary terminations must be approved by the General Manager. If the General Manager is unavailable or requires additional information or investigation to approve the decision, the employee may be placed on interim paid administrative leave, when appropriate. Upon termination, wages owed will be paid within 24 hours, or as soon thereafter as possible. Any deductions from final pay must have been specifically authorized in writing by the employee, except as required by law [\(Appendix "A" 15\)](#).

District Property Reimbursement Agreement

Comment [LS5]: Move this page out. It will only be Appendix A 15

Per Personnel Policy 2.19: I, _____, an employee of Travis County Water Control and Improvement District No. 17, its affiliates, subsidiaries, employees, agents, and assigns, ("District"), acknowledge that all employees are considered employed at the will of the District and subject to immediate termination at any time with or without notice for any reason.

Discontinuance of employment with the District may be employee-initiated (resignation or retirement); supervisor-initiated (termination or dismissal); or due to circumstances beyond either party's control, such as staff reductions, or medical reasons.

An employee who leaves voluntarily or is terminated must return all District property promptly upon separation and in good condition including, but not limited to,

- phones,
- vehicles,
- keys,
- access devices,
- tools, and
- outer wear.

If the employee fails to return any District property in his/her possession, the employee will be required to reimburse the District for the cost of the items not returned. If a clothing allowance was received within three months of termination, the employee will be required to reimburse the District for all of this allowance used.

Therefore, I agree that I will reimburse the District for items listed above if I leave the District voluntarily or through termination. Furthermore, this reimbursement will be deducted from the final paycheck, with any outstanding reimbursement to be paid by use of an agreed upon "Deferred Payment Agreement."

I expressly authorize the District to deduct the reimbursement amount owed under the terms of this Agreement from any compensation the District owes me at the time of termination of employment. I agree to pay to the District any remaining balance owed that is not deducted from my final compensation, promptly or by a "Deferred Payment Agreement" as agreed to at the time of termination.

Signature of Employee Date

By: _____
Travis County Water Control and Date
Improvement District No. 17

2.19 Adopted 8.21.14

2.20
USE

PHONE, COMPUTERS, INTERNET USE, SOCIAL AND MEDIA AND VIDEO

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District 17 respects the privacy of its employees. However, an employee may not expect such privacy rights to extend to the use of District-owned systems, property, equipment or supplies or to work-related conduct. This policy is intended to notify all District employees that no reasonable expectation of privacy exists in connection with their use of District's systems, property, equipment or supplies. Employees are prohibited from withholding information maintained within District-supplied containers, including but not limited to, computer files, computer databases, cellular phones, internet devices, video surveillance tapes, desks, lockers and cabinets. The following rules also apply to the use of District 17 property:

DISTRICT'S RIGHTS TO ACCESS INFORMATION

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While District 17 employees have individual passwords to e-mail, voice and computer network systems, these systems are at all times accessible to and by District 17 and may be subject to unannounced, periodic inspections by District 17 for business purposes. This policy applies to all telephone, communication, electronic and computer network systems and video surveillance equipment which are accessed on or from District 17 premises, used in a manner which identifies the employee with District 17, accessed using District 17 computer equipment and/or via District-paid access methods. All system passwords including employee personal access passwords must be available to District 17 IT Management at all times. E-mail and voice mail may be reviewed for legal, business or other reasons. Video surveillance used to monitor certain areas to promote the safety of employees and company visitors, as well as the security of its facilities, will take place and will be viewed by authorized personnel only. District 17 may conduct video surveillance of any appropriate portion of its premises at any time, the only exceptions being private areas of restrooms, showers, and dressing rooms.

USE

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The District provides computers, handheld communication devices, voice mail, electronic mail and Internet access to employees at the District's expense for their use in performing their jobs. Use of these systems for non-business purposes should be kept to a minimum. Excessive or disruptive personal use will lead to disciplinary action up to and including termination. Under no circumstances may the District's systems be used in relation to the employee's current or prospective outside employment, business or commercial ventures, solicitation or distribution for political, religious or charitable causes or other outside organizations.

PROHIBITED CONTENT

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District 17 employees are prohibited from using District telephone, electronic, handheld communication devices, computer network systems or video surveillance in any manner that may be offensive or disruptive to others. This includes, but is not limited to, the storage, viewing, or transmission of ethnic or racial slurs, gender-specific comments, sexually explicit images or messages,

any remarks that would offend someone on the basis of their age, political or religious beliefs, disability, national origin or sexual orientation, or any messages that may be interpreted to disparage or harass others.

The District forbids the storage, transmission or viewing of prohibited content on any District computer or network or in any other form either on the District's premises or via District owned or leased equipment. Employees may not access or transmit prohibited content or bring such materials onto District premises. Employees may not use the District's Internet connection or even a personal Internet provider or service when accessed via District computers. Employees may not use a personally owned computer to connect to any District computer or District network to access or transmit prohibited content. Employees who receive prohibited content in the workplace, in any form, must eliminate such materials to the extent possible without forwarding the materials or making copies.

No telephone, electronic or computer network communications may be sent which represent the sender as from another company or as someone else, or which try to hide the sender's identity. Inappropriate use of District 17's property or telephone, electronic, computer network or video surveillance system will result in disciplinary action, up to and including discharge.

D. PHOTOGRAPHS AND RECORDINGS

District 17 produces photographs and/or video and/or audio recordings (PVA) of staff while on duty, working in their capacity for District 17. These PVA are for District 17's authorized representatives' use in its activities, at its events and in its promotional material, in print and electronic format, including on the Internet via District 17's website or other social media websites. Also, PVA may be circulated widely along with staff names and may be used, reproduced, published, transmitted, distributed, broadcast and displayed in any District 17 publication including, but not limited to newsletters, leaflets, posters, multimedia production, video, CD-Rom, DVD, display, advertisement and that, if posted on District 17's website and other websites by authorized personnel, they will be available to the public. District 17 has no control over, and is not responsible for, the use or misuse of materials on its website, including staff PVA. If at any time staff wishes to have a photo deleted from the photo library of District 17, they will be required to give a written request to the General Manager listing the date of the request along with the specific PVA to be permanently deleted from the media library and any future publications, effective from the date of the written request. It is further understood that no compensation will be paid by District 17 to staff for use of any photograph/video/audio recording.

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E. WATER AND WASTEWATER SYSTEMS OPERATING COMPUTERS

Access to the water and wastewater systems operating computers will be strictly restricted. Use of these computers or any machine connected to them for gaining access to the Internet is strictly prohibited.

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PERSONAL ELECTRONIC MAIL AND SOCIAL NETWORKING

Personal use of [the District e-mail system](#) is a privilege, not a right. Abuse of the privilege may result in appropriate disciplinary action. All e-mail is recorded and stored along with the source and destination. Management has the ability and

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right to view employees' e-mail. Recorded e-mails are the property of the District and are subject to the requirements of the Texas Public Information Act and the laws applicable to Local Government Records retention. Employees should never create a written document, whether in electronic form or otherwise, that would cause discredit to the District or to the employee.

When District employees send e-mail of a personal nature, there is always the danger of the employees' words being interpreted as official District policy or opinion. Therefore, when an employee sends a personal e-mail, especially if the content of the e-mail could be interpreted as an official government statement, the employee should use the following disclaimer at the end of the message:

"This e-mail contains the thoughts and opinions of (employee name) and does not represent official Travis County Water Control & Improvement District No. 17 policy."

If the content of the e-mail contains sensitive or confidential information, the employee may use the following message at the end of the message:

"This message contains information which may be confidential and privileged. Unless you are the addressee (or authorized to receive for the addressee), you may not use, copy, or disclose to anyone the message or any information contained in the message. If you have received the message in error, please advise the sender by reply e-mail and delete the message."

Personal e-mail should not impede the conduct of District business; only incidental amounts of employee time—time periods comparable to reasonable coffee breaks during the day—should be used to attend to personal matters. Racist, sexist, threatening, or otherwise ~~objectionable-discriminatory, offensive, or harassing~~ language is strictly prohibited. E-mail should not be used for any personal monetary interests or gain. Employees should not subscribe to a Mailing List Service or other mail services strictly for personal use. Personal e-mail should not cause the District to incur a direct cost in addition to the addition to the general overhead of e-mail.

SOCIAL NETWORKING AND BLOGGING

—Employees who post personal material on social networking and other sites, blogs, or other public forums must take extreme caution not to appear to be representing the District in any manner, whether during or after their working hours. ~~Although employees have the right to use on-line media to discuss wages, hours, and other working conditions and concerns with each other, o~~Online behavior must not ~~otherwise~~ disparage, reflect badly upon, or misrepresent the District or its interests. Using hate speech against or otherwise harassing coworkers through on-line posting violates this policy.

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DISTRICT ELECTRONIC MAIL

—This policy applies to any electronic Mail Messages created, received, retained, used, or disposed of using the District's Electronic Mail system or any other

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Electronic Mail System if the Electronic Mail Message is created, received, retained, used, or disposed of by a District employee, board member, or consultant and is created, received, retained, used, or disposed of under a law or ordinance or in connection with the transaction of official District business.

RETENTION REQUIREMENTS

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—The District's approved Control Schedule or Declaration of Compliance with the Local Government Records Retention Schedules provide access to the record series and the retention period for each series. It is the content and function of an Electronic Mail Message that determines the retention period for that message. All Electronic Mail Messages sent or received by a local government are considered Local Government Records. Therefore, all Electronic Mail Messages must be retained or disposed of according to the District's retention requirements. Electronic Mail Messages generally (but not always) fall into two common record series categories. These are:

Local Schedule GR, 1000-26, Correspondence and Internal Memoranda:

- (1) Administrative – Correspondence and internal memoranda pertaining to or arising from administration or operation of the policies, programs, services, and projects of a local government. **Retention: 2 years.**
- (2) Routine – Correspondence and internal memoranda such as letters of transmittal, requests for publications, internal meeting notice and similar routine matters. **Retention: AV** (after purpose of Local Government Record is no longer deemed administratively valuable.)

USER RESPONSIBILITIES.

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—It is the responsibility of the user of the electronic Mail System, with guidance and training from the Records Management Officer, to manage Electronic Mail Messages according to the District's established retention periods. It is the responsibility of the sender of Electronic Mail Messages within the District's Electronic Mail System and recipients of messages from outside the District to retain the Electronic Mail Messages for the approved retention period. Names of sender, recipient, date/time of the Electronic Mail Message, as well as any attachments must be retained with the Electronic Mail Message. Except for Mailing List Services, distribution lists must be able to identify the sender and recipient of the Electronic Mail Message. User responsibilities may be mitigated by the use of a server level automated classification system.

MAINTENANCE OF ELECTRONIC MAIL MESSAGES

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—Local Government Records created using an Electronic Mail system may be saved for their approved retention period by one of the following:

- (1) Print electronic Mail Message and any attachments and file in appropriate hard copy file.
- (2) Place in folders and save on personal network drive or C:drive.

- (3) Save to removable disk. ~~(3.5" disks are not recommended for retention periods of more than one year due to the instability of this medium).~~
- (4) Transfer to an automated records management software application.
- (5) Managed at the server by an automated classification system.

"LITIGATION" HOLDS

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—In the event of a governmental audit, investigation, or pending or potential litigation, record disposal may be suspended at the direction of the General Manager. The General Manager should be informed of any situation that may give rise to legal action as soon as the situation becomes apparent.

DISPOSITION OF ELECTRONIC MAIL MESSAGES

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—The process for the legal disposition of Local Government Records (including Electronic Mail Messages) is subject to the same documentation requirements as any other format or medium. 13 T.A.C. § 7.78 (relating to the Destruction of Electronic Records) states that:

- (1) Electronic Records may be destroyed only in accordance with the Local Government code, Section 202.001
- (2) Each local government must ensure that:
 - (A) Electronic Records scheduled for destruction are disposed of in a manner that ensures protection of any confidential information; and
 - (B) Magnetic storage media previously used for Electronic Records containing confidential information are not reused if the previously recorded information be compromised by reuse in any way.

PERSONAL TELEPHONE CALLS

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—Personal calls, both incoming and outgoing, shall be held to a minimum, and must not interfere with the employee's work. Emergency calls will always be permitted. Long distance phone calls will only be permitted in emergencies. Personal phone calls should be placed/received during lunch periods or before/after hours. Cellular phones assigned to employees are not to be used for personal calls after hours. Each employee who is assigned a cell phone will be allotted a certain number of cell phone minutes per month. Employees who exceed this number and who have personal calls on record must reimburse the District for these calls. Repeated abuse of this privilege will result in reduction of minutes or removal of the phone.

2.21 USE OF DISTRICT CREDIT CARDS AND ACCOUNTS

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District 17 credit cards will be issued to selected supervisors for use in facilitating the purchase of materials and services for the District. These cards will be used for purchasing business-related material only. Use of District 17 credit cards, account numbers or purchase orders for personal items are strictly prohibited.

| 2.22 EMPLOYEE INJURY PROCEDURES

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To provide for payment of your reasonable medical expense and for partial salary continuation in the event of a work-related accident or illness, you are covered by workers' compensation insurance. The amount of benefits payable and the duration of payment depend on the nature of your injury or illness. In general, however, all reasonable medical expenses incurred in connection with a work related injury or illness are paid in full, and partial salary payments are provided beginning with the eighth consecutive day of your absence from work.

If you are injured or become ill on the job, you must immediately report such injury or illness to your immediate supervisor. This ensures that the District can assist you in obtaining appropriate medical treatment. Your failure to follow this procedure may result in the appropriate workers' compensation report not being filed in accordance with the law, which may consequently jeopardize your right to benefits in connection with the injury or illness.

In addition to immediately reporting your injury or illness, you must also do the following:

1. If it is necessary for you to go to the doctor or hospital, notify the District of your expected recovery time immediately after you receive primary medical treatment and after each succeeding appointment with a doctor.
2. Complete the employee injury report.
3. Follow fully and completely the instructions, advice and course of medical treatment prescribed by the doctor, submit to any recommended tests or screenings, and keep all scheduled appointments to fulfill the prescribed medical treatment plan.
4. Report to or contact your immediate supervisor for work immediately upon being released by the doctor.

| 2.23 SAFETY AND ACCIDENT PREVENTION POLICY

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The District is committed to providing a safe and healthy work environment for its employees. Safe on-the-job working practices are supported by the proper design and use of buildings, equipment, tools, and other devices and by regular education and training on safe working practices and accident prevention.

RESPONSIBILITY

The General Manager is responsible for providing regular and adequate curriculum in safety and accident prevention for all employees. **Managers Supervisors** are responsible for assuring that new and existing employees in their department are well acquainted with existing safety rules and practices of the District and shall see that these rules are uniformly obeyed and enforced.

Manager-Supervisor and employees should be constantly on the alert to observe and report unsafe working practices or existing hazardous working conditions with the aim of immediate correction. Safety improvement suggestions are encouraged from all employees.

The District maintains Worker's Compensation Insurance to cover accidents or illnesses incurred by employees when on duty. Liability insurance is carried to cover accidents to citizens and visitors if there is negligence by staff or the District.

It is the responsibility of all employees to cooperate in workplace safety and accident prevention efforts. Employees are expected to:

- be informed of and observe established safe practices
- notify managers-supervisors of any unsafe conditions they discover
- use personal protective equipment such as safety glasses, hard hats, harnesses, winches, ventilating fans, rubber gloves, and self-contained breathing apparatuses where required
- be educated on and comply with proper procedures for handling hazardous materials
- ensure proper ventilation in confined spaces
- attend any required training or orientation to increase safety awareness
- assist managers-supervisors in their investigation of any accident of which they have knowledge; accident investigation is fact finding, not fault finding
- refrain from smoking in "non-smoking" areas
- refrain from operating, modifying, adjusting or using equipment in an unauthorized manner
- not remove guards or other protective devices from machinery and equipment
- not work alone in confined spaces
- not engage in "horseplay"
- not report to work under the influence of alcohol or drugs that impair ability to function safely

Failure to meet these expectations may be grounds for disciplinary action or termination at the discretion of the General Manager.

SAFETY AND ACCIDENT REPORTING

The District strives to protect its employees, citizens and visitors from accident or injury while on District property. Any and all incidents of accident or injury of an employee, citizen or other person while on District property must be reported in writing, promptly but not later than 24 hours after occurrence, to the General Manager.

If medical care is requested or required by an employee, citizen or other person while on District property, emergency services shall be called at 911 and the General Manager notified immediately.

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| SAFETY EQUIPMENT

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The District requires that employees always use personal protective equipment when performing certain hazardous tasks or when in a potentially unsafe environment. All possible precautions must be taken by employees to avoid exposure to injury or illness to themselves or others. Detailed requirements are outlined in the safety program, but examples include:

Hard Hats - Hard hats are required at all times when in the field around construction and maintenance projects.

Additionally, hard hats shall be worn when:

- operating equipment including backhoes, loaders, mowers, or ladders
- working below ground level
- working in a traveled right of way
- inspecting construction sites
- conditions warrant and/or ordered to do so by the Operations and Maintenance ~~Manager-Supervisor~~ or General Manager

| Safety Glasses - Safety glasses are required when grinding, chipping, using air tools, driving a backhoe or under conditions which warrant their requirement by the Operations and Maintenance ~~Manager-Supervisor~~ or General Manager.

| Safety Harness and Winches - Use of harness and winches is required whenever an employee is working in a confined space. Employees must not work in such confined spaces alone.

Ventilating Fans - Employees are required to use ventilating fans to ensure proper ventilation in confined spaces.

Safety Shoes - Safety shoes are required when in the field, working around machinery, or rigging heavy objects.

Respirators - Appropriate type respirators are required when working in dusty environments or when aerosol contaminants are likely to produce respiratory discomfort or irritation.

| ~~Self-Contained~~Self-Contained Breathing Apparatus (SCBA/RESPIRATORS) - Appropriate SCBA or respirators are required to be worn when changing chlorine gas bottles or when the employee has any chance of being exposed to hazardous atmosphere.

| 2.24 DRESS CODE AND PERSONAL APPEARANCE

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As representatives of District 17, employees should remember that their appearance is a direct reflection on the level of professionalism in the District. For this reason, all employees shall follow these basic minimum guidelines in regard to dress and personal appearance. The General Manager may impose additional appropriate standards.

Field personnel will be issued uniform shirts, ball caps and jeans, as well as outerwear and foul weather gear. Shirts need not be ironed, but must present a neat, clean appearance.

The following guidelines apply:

- Employees will present a clean and well-groomed appearance.
- Excessively dirty clothing will be changed.
- Torn or frayed clothing is unacceptable
- No ball caps other than the District cap will be worn.
- ~~Men-Face~~ should be clean-shaven or ~~have~~ beards and/or mustaches neatly trimmed.
- Steel-toed, safety shoes or boots will be worn, and these will be cleaned regularly.
- In cold weather, District-issued outerwear will be worn.
- For safety reasons, all pierced jewelry and long necklaces must be removed while the employee is at work.

While in uniform, in whole or part (including caps and hats) an employee:

- may commute to and from work or make short personal business stops in route
- shall not consume alcoholic beverages
- shall keep the uniform in a clean and presentable condition to the extent reasonably possible
- shall only wear additional or accessory clothing that present a neat professional appearance. Stained, torn, or frayed clothing is unacceptable.

For employees not in uniform, the District expects their attire to present a professional appearance. District employees should be well-groomed and dressed in a manner suitable for the public service environment and to reflect favorably on the District's image.

Office personnel are not required to wear uniforms but are expected to maintain a neat, well-groomed appearance.

The following guidelines apply:

- Torn, frayed, or dirty clothing is unacceptable.
- Men-Face should be clean-shaven or ~~have~~ beards and/ or mustaches neatly trimmed.
- No clothing with offensive or inappropriate (i.e., racist, lewd) markings will be worn.
- No excessively revealing items such as miniskirts, excessively short shorts or low rise pants, or clothing which is sheer or exposes the midriff or excessive cleavage will be worn.
- Visible pierced jewelry with the exception of earrings, must be removed while the employee is at work.

Employees should use common sense when deciding on work clothes. Questions about the appropriateness of an outfit or accessory should be directed to the supervisor *before* wearing it to work. A supervisor has the discretion to send an employee home to change without pay (non-exempt only) if the employee shows up to work with an inappropriate appearance. If an employee needs an exception to the dress code for legitimate religious reasons or to accommodate a temporary or permanent health issuedisability, a supervisor has the flexibility to allow reasonable variance in writing and approved by the General Manager.

2.25 WORKPLACE VIOLENCE

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District 17 has a zero tolerance policy for violence in the workplace. “Workplace violence” is defined to include:

1. Physically aggressive, violent or threatening behavior, such as attempts to instill fear in others or intimidation;
2. Threats of any sort;
3. Any other behavior that suggests a tendency toward violent behavior. Such behavior includes, but is not limited to, excessive arguing, profanity, threats of sabotage of District property, belligerent speech or a demonstrated pattern of insubordination and refusal to follow District policies and procedures;
4. Causing physical damage to District facilities or defacing District property;

Even jokes about violence or weapons are strictly prohibited, and any employee engaged in such joking will be subject to disciplinary action up to and including termination. As at airport security gates, intent not to do harm will not excuse uttering the statement. Examples of prohibited statements include, but are not limited to, “joking” about harming or killing another person, general statements about committing workplace violence or “going postal,” expressing fantasies or thoughts about harming another, making gestures indicating harm, etc. Such

conduct will not be tolerated. The District should not have to second-guess employees' intent and will need to act on the statements or gestures themselves.

If any District employee becomes aware of or observes any of the above-referenced behavior or actions by a co-worker, consultant, customer, third party vendor, visitor, or anyone else, she or he should notify her/his supervisor immediately. Employees should notify their supervisor and the General Manager if they are aware of any restraining orders that are in effect, or of the existence of any other non-work-related situation with the potential to erupt into workplace violence.

All reports of violence at the District will be taken seriously and will be investigated thoroughly and promptly. To the extent possible, the identity of the reporting employee will be kept confidential. However, under certain circumstances, there may be a need to disclose the reporting employee's identity (for example, to protect that individual's safety or if necessary, to allow the accused to adequately respond to the allegation). The District will not tolerate retaliation in any form against an employee who makes a report of workplace violence.

If, after a thorough investigation, the General Manager determines that workplace violence has occurred, appropriate corrective action will be taken, and discipline will be imposed on the offending employee(s) up to and including termination. If a non-employee is responsible for the violent activities, District 17 will take corrective action to ensure that such behavior is not repeated.

2.26 WEAPONS

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Except for law enforcement personnel, District 17 does not allow any job applicant, employee, contractor, subcontractor, vendor, agent or representative to possess, use, conceal, carry or maintain a weapon or handgun ~~on District property or~~ while engaged in District business, attending any District-related function or event or in any District-owned or District-leased vehicles. Employees may have properly licensed and/or legally owned firearms in their personal vehicles on District property provided these firearms remain properly secured and locked in the employee's vehicle at all times.

If the District has a reasonable suspicion at any time that a concealed handgun or weapon has been maintained, carried or stored in violation of this policy, the District reserves the right to conduct a reasonable search of the person, work area, personal items, or any District-owned or -leased vehicle in the possession or subject to the control of such person to investigate whether or not a prohibited weapon is present. Any employee who witnesses the concealment or possession of a weapon or who witnesses a physical or verbal assault involving another person should report it to their supervisor or the General Manager immediately.

Prohibited weapons include any form of weapon or explosive restricted under local, state or federal regulation. This includes all firearms, knives over three

inches in length, or other weapons covered by law. Legal, chemical dispensing devices, such as pepper spray, which are sold for personal protection, are not covered by this policy.

Violating this policy or refusing to consent to a reasonable search conducted pursuant to this policy may lead to discipline up to and including termination. Compliance with this policy is also a term and condition of continued employment.

| 2.27 CARE OF DISTRICT PROPERTY AND EQUIPMENT

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Employees of the District are entrusted with the safeguarding and proper operation of many pieces of equipment and tools. Employees are expected to treat all equipment and property with respect and care. No employee should operate any equipment or use any tool with which he/she is unfamiliar or unqualified. Employees losing or damaging tools or equipment due to horseplay, carelessness, or improper procedures will be subject to disciplinary action including reimbursement to the District of the monetary value of the equipment and termination.

| 2.28 TRAVEL & REIMBURSEMENT POLICY AND PROCEDURES

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AUTHORIZATION TO TRAVEL

Supervisors can authorize local travel for all employees in their department. Overnight business trips will be authorized by the General Manager. Travel by the General Manager or by Board members need not be authorized beforehand but is subject to the provisions of this travel policy.

OFFICIAL TRAVEL

Official travel is travel that is reasonable and necessary for the conduct of official District business.

TRAVEL TO AND FROM BUSINESS LOCATIONS

Travel should occur so as to minimize travel expenses. Travel should be accomplished the same day as the start of a school, or seminar, if possible to reduce costs. Leaving on the day prior to the school or seminar is permitted if necessary to be in place for an early start time for District business the next day. Similarly, if the event does not end until after a full day's business, the traveler is authorized to stay overnight before returning to the District.

REIMBURSEMENT POLICY

Employees are expected to be conservative in expenditures and exercise prudence when traveling on District business. Reimbursement requests must be submitted to the accountant within ten days of completion of travel, using the Travel Expense Report.

LODGING AND MEALS

Receipts are required. Actual expenses, up to daily amounts listed below will be reimbursed. Reservations for lodging should be made at the lowest rate possible. In most cases, this will be the “governmental rate”. However, in some instances a “corporate rate” or other rate will be lower. The following cities are considered high cost areas. Reimbursements have been adjusted accordingly. These amounts may be adjusted from time to time as necessary to adjust for inflation.

Location	Lodging (including taxes)	Meals (including tip)
Corpus Christi	\$115	\$45
Dallas/Fort Worth	\$115	\$45
El Paso	\$115	\$45
Galveston	\$115	\$45
Houston	\$115	\$45
San Antonio	\$115	\$45
South Padre	\$115	\$45
All Others	\$100	\$40

EXCEPTION: If an employee or Board member attends a conference and there is a conference hotel listing with rates that exceed the above allowance and if the District cannot control hotel assignments, the rate of the assigned conference hotel will be reimbursed.

MEALS ELIGIBLE FOR REIMBURSEMENT

The time of departure from or arrival in the District determines the meals eligible for reimbursement according to the following schedule:

<u>Depart from the District</u>	<u>Allowed</u>
Before 7:00 a.m.	Breakfast
Before 11:00 a.m.	Lunch
Before 6:00 p.m.	Dinner
<u>Return to the District</u>	<u>Allowed</u>
After 9:00 a.m.	Breakfast
After 1:00 p.m.	Lunch
After 7:00 p.m.	Dinner

If local area travel requires you to conduct District business before, after, or during meal hours, the cost of these meals can be reimbursed.

Tips, up to 15%, are allowed.

Alcoholic beverages are not reimbursable.

TRANSPORTATION

Reimbursement of transportation costs will be based on the most economical and practical mode of transportation for the District, cost and other factors considered. In no case will mileage or transportation expense be allowed when one is gratuitously transported by another person.

AIR TRANSPORTATION

Coach-class accommodations will be used if there is little likelihood that travel arrangements will change. Airfare should be booked as early as possible and all discounts should be pursued. Receipts are required for reimbursement.

PERSONAL VEHICLE

Employees or Board members may be reimbursed for actual mileage for the use of privately-owned vehicle while on official travel at the current Internal Revenue Service mileage reimbursement rate. No other expenses or costs of operating a personally owned vehicle are allowed, other than the cost of parking fees or toll charges.

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Reimbursement shall be on the basis of the most direct route. Any substantial deviations from distances shown on the standard highway mileage guide must be explained.

RENTAL VEHICLE

Rental of a vehicle is authorized when it is more practical and/or less expensive than the use of taxicabs or other public transportation for official business. Employees or Board members must choose the optional insurance coverage. The cost of optional insurance and fuel for the rental car is reimbursable. Receipts are required for reimbursement.

OTHER EXPENSES ELIGIBLE FOR REIMBURSEMENT

GRATUITIES. Tips for porters, bellhops, skycaps or cab drivers will be reimbursed. A receipt is not required.

TAXI/HOTEL SHUTTLE IN OTHER CITIES. A receipt is required for fares. . Transportation to/from entertainment and restaurants is not reimbursable.

TELEPHONE. A receipt is required. Business calls charged to lodging bills or credit cards will be recognized as reasonable expenses. One personal phone call per day of reasonable but short duration (10 minutes maximum) will be allowed to call home.

PARKING. A receipt is required. Actual costs for parking are reimbursable. The most economical parking lot available at airports must be used. Costs in addition to the lowest rate available will be considered personal expenses.

Exception: A receipt is not required for parking fees less than \$5 when parking at a meter or self-service lot.

TOLLS. Receipts are required for tolls in excess of \$5. Actual costs for tolls are reimbursable.

NON-REIMBURSABLE EXPENSES

Travel expenses which are not reimbursable include, but are not limited to the following:

Any item of a personal nature, including, but not limited to:

Entertainment expenses
 Alcoholic beverages
 Laundry, dry cleaning costs
 Flight trip insurance
 Room service delivery charges if such charges bring the total meal total above the allowed amount.
 Transportation (taxi fare, parking, toll fees, or mileage) to and from entertainment
 Excess baggage charge for personal belongings
 Repair costs for privately owned vehicles
 Cost of meals in excess of the allowed amount
 Excessive mileage reimbursement
 Expenses included as a part of a registration fee (e.g. meals, lodging, etc.)
 Meal, groceries, or gifts for people providing lodging to District employees
 Meals provided at no cost to the traveler, (e.g. those provided by friends, family, or seminars)
 Lodging provided by family/friends
 Personal trips made in conjunction with business trips
 Airport parking fees in excess of those charged at the airport's least expensive parking lot
 Prior day travel to be in position to participate in golf tournaments or other athletic or social events

TRAVEL ADVANCES

Travel advances are an option available to District employees authorized to travel. District employees requesting an advance must submit estimated expenses for approval by the General Manager.

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TRAVEL EXPENSE REPORT SUBMISSION

Employee Responsibilities - Submit to the accountant a completed Travel Expense Report within ten days of completion of travel. Include required receipts and any unspent travel advance funds.

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~~ACCOUNTANT RESPONSIBILITIES~~ Accountant Responsibilities - Review the Travel Expense Report for compliance with this policy. Ensure any unspent travel expenses are returned. Make payment for authorized travel advances and for reimbursement of authorized travel expenses. Report to General Manager any travel-related problems identified. Deduct travel advances not returned within 20 days of date travel completed from employee's next paycheck.

3.0 EMPLOYEE BENEFITS

3.1 VACATION

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ACCRUAL OF VACATION LEAVE

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Vacation leave will be earned as follows:

After One Year	Ten working days*
After Five Years	Fifteen working days
After Ten Years	Twenty working days

*For newly hired employees, one week may be taken after six months of employment.

Employees will be permitted to carry over up to 20 vacation days (160 hours) from one calendar year to the next calendar year; however, employees are encouraged to take at least half of their vacation time as time off.

An employee may elect to be paid for up to one-half (½) of their earned vacation leave after it has been accrued.

VACATION LEAVE REQUESTS

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Employees must give as much notice as possible when requesting vacation leave. At a minimum, employees must give at least three days' notice for a half day or one-day vacation, one week's notice for a two to four day vacation, and three weeks' notice for a week or more vacation. Vacation may be taken in a minimum of 15 minute increments if needed to make up time to a 40-hour week, but the vacation time will not count towards actual time worked. Requests for leave shall be made in writing on the appropriate form and submitted to the employee's supervisor.

Vacation leave requests shall be granted in the order in which they are received by the immediate supervisor. If two requests are received simultaneously and only one can be granted, the employee who has the longer length of employment with the District shall receive the leave unless the needs of the District require otherwise.

PAYMENT OF VACATION LEAVE UPON DISCONTINUANCE OF EMPLOYMENT

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Any employee discontinuing employment with the District shall be paid for actual accrued but unused vacation leave.

3.2 SICK LEAVE

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PURPOSE

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Nothing in this policy is intended to conflict with applicable provisions of the Family and Medical Leave Act (see Policy 3.7)

Sick leave is provided for use by an employee only when that employee is either:

- attending an appointment with a medical professional, such as routine dentist or doctor checkups
- experiencing an illness
- recuperating from an illness or injury where the employee is incapable of properly performing job duties
- contagious
- needs to assist an immediate family member who is experiencing an illness or is recuperating from an illness or injury and is incapable of properly caring for themselves.

Comment [EPHNEW6]: Many employers also allow the use of sick leave for appointments with a medical professional, such as routine dentist or doctor checkups, although you do not have to do so.

For the purposes of this policy, immediate family refers to an employee's spouse, father, mother, father-in-law, mother-in-law, brother, sister, son, daughter, grandparents, or other relatives if they reside in the same household as the employee.

ACCRUAL

All full-time employees shall accrue sick leave on the last working day of the month earned provided they were an employee on or before the 15th of that month. Leave will not be prorated for partial months of employment. All full-time employees shall accrue sick leave at the rate of eight hours per calendar month. Temporary and part time employees shall not be paid for days missed due to sickness. The maximum amount of sick leave which may be accrued at any one time by any employee is 240 hours (30 days.) Sick time will not be paid to an employee who leaves employment or is terminated.

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USE AND CARRYOVER

An employee may use accrued sick leave for designated purposes at his discretion, however, these hours shall not be counted as actual work hours for the purpose of calculating overtime.

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Sick time cannot be borrowed from future calendar years, or transferred from one employee to another employee.

A maximum of 40 hours sick time may be paid per week. An employee having both work time and sick time in the same week shall be paid for actual time worked. If actual time worked is less than forty hours, sick time may be paid to total forty hours for the week. If actual time worked is greater than, or equal to forty hours, no sick time hours shall be deducted from the employee's leave bank or paid for the week.

Accrued sick time may be used to make up time to a 40-hour week when an employee is absent due to injury and is receiving worker's compensation for 70 percent of normal pay.

PROCEDURE FOR NOT REPORTING TO WORK

An employee not reporting to work for a cause for which use of sick leave is acceptable shall call the employee's Department Manager/Supervisor no later than one-half hour after that employee was scheduled to report to work. The

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employee shall advise the ~~Managersupervisor~~ of the reason for the absence and request verbal approval for use of sick leave. If the employee's immediate supervisor is not available, the employee shall talk directly to the General Manager with the request. A message left with the answering service does not suffice as notification to the ~~Managersupervisor~~.

FOR LEAVE AFTER REPORTING TO WORK

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An employee who becomes sick or whose immediate family member becomes sick during business hours must notify the Department ~~Manager-supervisor~~ or the General Manager, to inform them of the reason and request verbal approval for use of sick leave prior to departing.

FOR SCHEDULED MEDICAL APPOINTMENTS

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Employees are expected to inform their Department ~~Managers-supervisor~~ in advance for scheduled medical appointments, via a written memo, and to obtain prior approval for use of sick leave for this purpose.

DOCUMENTATION

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At the Department ~~Manager's-supervisor's~~ discretion, employees may be asked to document the need for use of sick leave. Such documentation might include verification of the illness or injury and/or written confirmation from the attending physician. Employees may be requested to provide such documentation if their sick leave has lasted for three or more consecutive days.

3.3 PAID MILITARY LEAVE

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The District provides paid military leave for any non-temporary employee who is a member ~~in a reserve unit of any United States of the National Guard or Reserves as well as traditional~~ Armed Forces who is called to participate ~~in military training into active duty~~, other than weekend drills. Paid military leave shall be granted for a maximum of fifteen ~~calendar-working~~ days in any fiscal year.

PROCEDURE

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Unless emergency orders are issued, the employee shall make a written request for approval of paid military leave to the Department ~~Manager-Supervisor~~ at least ten days prior to the proposed date of departure on military leave for emergency orders, a copy of the orders provided to the immediate ~~Manager-supervisor~~ shall replace the written request procedure.

3.4 UNPAID MILITARY LEAVE

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As required by the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA"), employees who apply for or perform military service, whether on a voluntary or involuntary basis, will not be denied initial employment, reemployment, retention in employment, promotion or any benefit of employment on the basis of the performance of military service.

Eligible military service includes performance of a duty on a voluntary or involuntary basis in a uniformed service, including active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty, and a period of time for which the employee is absent to determine fitness for duty.

Any employee who enters the uniformed services of the United States will be granted a military leave of absence. To qualify for reemployment, an employee must have:

- Given the District written or verbal notice in advance of service, unless the giving of notice is precluded by military necessity;
- A cumulative length of absence, including any previous military absence while employed by the District, which does not exceed five years (or longer if ordered by the military during time of war or national emergency);
- Provided the District with official documentation of the length and character of military service, and, if discharged, evidence of discharge under honorable circumstances; and
- Applied for reemployment according to these guidelines:

Length of Period of Service	Reapply No Later Than
Less than 31 days	Next regular work day after completion of service and time to travel from place of service to residence, plus eight hours.
More than 30 days, but less than 181 days	14 days after completion of service.
More than 180 days	90 days after completion of service.

Upon proper and timely application for reemployment, the employee, in most cases, will be reinstated to the job held prior to going on military leave, at a level that includes any seniority increases, benefits and rights the employee would have attained if not for the break in service. Across-the-board, automatic, or seniority-based salary adjustments are included in this formula, but not merit increases, promotions, or other discretionary, performance-based adjustments. If the employee is no longer qualified for the position, despite the District's efforts at training or reasonable accommodation, the employee will be placed in an available position for which he or she is qualified that is the nearest approximation of like seniority, status and pay.

CHANGED CIRCUMSTANCES

—If the District's circumstances have changed to such an extent that it would be impossible or unreasonable to reemploy an employee, the District has no legal obligation to reemploy an employee following his/her return from military leave. For example, a reduction-in-force that eliminates the position held by an employee returning from leave excuses the District from its obligation to reemploy the employee. In addition, the District is not required to make efforts to

qualify returning employees for particular positions or to make accommodations for employees who suffered service-related disabilities when such efforts or accommodations would impose an undue hardship on the District.

BENEFITS

—Except as noted elsewhere in this Manual, military leaves are unpaid, but the employee may use accrued vacation and compensatory time during the absence. Employees may elect continued health care insurance coverage at their current level of coverage by paying the full insurance premium during the absence. Coverage will continue until the earlier of (1) ~~eighteen~~ 24 months from the date the military absence began; or (2) the day after the date on which the employee was to have applied for reemployment, as defined above. Upon reemployment, any break in employment due to military service will not be treated as a break in service for purposes of determining insurability, benefits based on length of service, or accrual of benefits under any retirement plan. However, benefit accruals during unpaid military leave will be suspended and will resume upon reinstatement.

Comment [EPHNEW7]: Although COBRA is required for up to 18 months under most circumstances, military employees are given 24 months.

3.5 BEREAVEMENT LEAVE

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The District provides bereavement leave for employees who experience a death in the immediate family (as defined in the Sick Leave Policy). Employees will be granted up to three working days with normal pay to arrange and/or attend to funeral or related matters. The employee must notify the Department **Manager Supervisor** and/or General Manager when use of bereavement leave is necessary. Any non-temporary employee is eligible for bereavement leave.

If additional time beyond the three paid days is necessary, it may be taken from the employee's accumulated vacation leave, sick leave or compensatory time leave or as leave without pay. The General Manager, in his or her sole discretion, may authorize such additional time off for extended bereavement leave.

Employees who fail to return to work on the date specified to the **Manager supervisor** without receiving an extension of bereavement leave may be subject to disciplinary action up to and including termination. It is vital that affected employees communicate with their supervisor regarding their needs for bereavement leave.

3.6 PAID JURY/COURT LEAVE

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State law provides that employees serving on jury duty receive protected unpaid time off. The District is not required to provide any compensation for time off while an employee is on jury duty. However, any non-temporary employee who is required to serve on a jury, or as a result of official District duties is required to appear before a court, legislative body or committee as a witness in response to a subpoena or other directive shall be allowed compensation as follows:

A maximum of 40 hours may be paid per week to an employee serving on jury duty. An employee having both work time and jury duty time in the same week

shall be paid for actual time worked. If actual time worked is less than forty hours, jury duty time may be paid to total forty pay hours for the week. If actual time worked is greater than, or equal to forty hours, no jury duty time shall be paid for the week. Paid jury duty is limited to four weeks per case.

PROCEDURE

An employee who receives notice of jury duty or witness service must notify the General Manager in writing immediately in order that arrangements may be made to cover the position.

Time away will not affect vacation, sick, compensatory, or personal holiday leave, except that an employee may use accrued paid leave to cover jury duty time that extends beyond the four-week paid benefit limit.

Written verification that an employee has been subpoenaed as a witness or is serving on jury duty may be required at the discretion of the District Manager.

3.7 UNPAID FAMILY and MEDICAL LEAVE ACT

GENERAL PROVISIONS

—In accordance with the Family and Medical Leave Act (FMLA) the District's family and medical leave policy provides eligible employees up to 12 weeks of unpaid leave per 12-month period for any of the following reasons:

1. Childbirth and care of the child after birth.
2. Placement of a child with the employee for adoption or foster care.
3. Care of a family member (spouse, parent or child) if such family member has a serious health condition.
4. Serious health condition that results in the employee being unable to perform the functions of his/her current position.
5. The employee must attend to a qualifying exigency arising out of the fact that the employee's spouse, child, or parent is on covered active duty or has been notified of an impending call or order to covered active duty in the Armed Forces.

SERVICEMEMBER FAMILY LEAVE

—Eligible employees who are the spouse, child, parent, or next of kin of a covered Armed Forces Servicemember are entitled to an additional one-time 14 weeks of leave during a single 12-month period (for a total of 26 weeks), to care for such Servicemember who incurred a serious injury or illness in the line of active duty while deployed to a foreign country in the Armed Forces. Available leave not taken during the 12-Month Servicemember Period, which begins on the first day leave is taken, will be forfeited. No more than 26 weeks of leave may be taken in a single 12-Month Servicemember Period, and no additional extended leaves may be taken in other years for the same injury or illness. If married spouses both work for the District, their total Servicemember Family Leave may be limited to an aggregate of 26 weeks. Fifteen (15) days leave is also allowed for eligible family members to spend with a military member on rest and recuperation leave.

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Comment [EPHNEW8]: Although it is unpaid, it can be used concurrently with paid leave.

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COVERAGE AND ELIGIBILITY

—Employees are eligible if they have worked for the District for at least 12 months total prior to taking leave, and have worked at least 1250 hours over the previous 12 month period. Leave for the birth of a child or for the placement of a child with the employee for foster care expires at the end of the 12-month period beginning on the date of such placement. Any such leave must be concluded within this one-year period. If married spouses both work for the District, their total leave in any 12-month period may be limited to an aggregate of 12 weeks if the leave is taken for the birth or placement of a child.

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DEFINITIONS

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1. "12-Month Period" means a rolling 12-month period measured backward from the date leave is taken.

2. "12-Month Servicemember Period" means a single 12-month period measured forward from the first day Servicemember Family Leave is taken.

3. "Spouse" means ~~a husband or wife as recognized under Texas law for purposes of marriage, including common law marriage, but does not include unmarried domestic partners~~ all couples who are legally married in any jurisdiction, in the United States or abroad, even same-sex couples.

4. "Child" means a child either under 18 years of age, or 18 years of age or older who is incapable of self-care because of a mental or physical disability. An employee's "child" is one for whom the employee has actual day-to-day responsibility for care and includes a biological, adopted, foster or step-child.

5. "Parent" means a biological parent of an employee or an individual who stood in place of a parent to an employee when the employee was a child.

6. "Serious Health Condition" means an illness, injury, impairment, or a physical or mental condition that involves (1) inpatient care; (2) incapacity requiring absence from work for more than three calendar days AND that involves continuing treatment by a health care provider; (3) continuing treatment by a health care provider for a chronic or long-term health condition that is incurable or which, if left untreated, would likely result in a period of incapacity of more than three calendar days; or (4) prenatal care by a health care provider. Voluntary cosmetic treatments which are not medically necessary are not "serious health conditions" unless inpatient hospital care is required or unless complications develop that would constitute a "serious health condition."

7. "Next of Kin" means the nearest blood relative of a Covered Servicemember.

8. "Covered Active Duty" means: 1) in the case of a member of a regular component of the Armed Forces, duty during the deployment with the Armed Forces to a foreign country; and 2) in the case of a member of a reserve component of the Armed Forces, duty during the deployment with the Armed Forces to a foreign country where they may become involved in military actions,

operations, or hostilities against an enemy of the United States or against an opposing military force.

9. "Covered Servicemember" means: 1) a member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing recuperation for a serious injury or illness; or, 2) a veteran who is undergoing recuperation for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the preceding period of five years.

10. "Veteran" means a person who served in the active military, naval, or air service, and who was discharged or released under conditions that were not dishonorable.

USE OF PAID LEAVE - An employee will be required to use accrued paid leave (including paid vacation, sick leave and workers' compensation) for any part of a family/medical leave. When an employee has used all of his or her accrued paid leave, the employee may request an additional period of unpaid leave so that the total paid and unpaid leave provided equals 12 weeks (or 26 weeks if combined with Servicemember Family Leave time).

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EFFECT ON BENEFITS

—An employee granted a leave under this policy will continue to be covered under the District's group health insurance plan under the same conditions as coverage would have been provided if the employee had been continuously employed during the leave period. Employee contributions will be required either through payroll deduction or by direct payment to the District. The employee will be advised in writing at the beginning of the leave period as to the amount and method of payment. Employee contribution amounts are subject to any change in rates that occurs while the employee is on leave.

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If an employee's contribution is more than 30 days late, the District may terminate the employee's insurance coverage. If the District pays the employee contributions missed by the employee while on leave, the employee will be required to reimburse the District for delinquent payments (on a payroll deduction schedule) upon return from leave. The employee will be required to sign a written statement at the beginning of the leave period authorizing the payroll deduction for delinquent payments.

If the employee fails to return from unpaid family/medical leave for reasons other than (1) the continuation of a serious health condition of the employee or a covered family member or (2) circumstances beyond the employee's control (certification required within 30 days of failure to return for either reason), the District may seek reimbursement from the employee for the portion of the premiums paid by the District on behalf of that employee (employer contribution) during the period of leave.

An employee is not entitled to seniority or benefit accrual during periods of unpaid leave but will not lose anything accrued prior to leave. Paid time off does not accrue while on unpaid leave.

INTERMITTENT OR REDUCED LEAVE

—An employee may take leave intermittently (a few days or a few hours at a time) or on a reduced leave schedule to care for an immediate family member with a serious health condition or because of a serious health condition of the employee. ~~New mothers returning to work will be provided “reasonable break time” to express breast milk for up to one year after the child’s birth.~~ ~~The An~~ employee may be required to transfer temporarily to a position with equivalent pay and benefits that better accommodates recurring periods of leave.

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Comment [EPHNEW9]: This was an amendment to the FLSA, and is unrelated to the FMLA, so I recommend including it with work schedule policies instead. I included suggested language in 2.6, Attendance and Work Hours.

CERTIFICATION

Certification of a Serious Health Condition - Employees who request a leave of absence for a personal serious health condition or that of a family member may be required to provide the District with documentation from the health care provider within 15 days of a request, which supports their request for such leave. The District may require a second or third opinion (at its own expense), periodic reports on status and intent to return to work, and a fitness-for-duty report to return to work. All documentation related to the employee’s or family member’s medical condition will be held in strict confidence and maintained in the employee’s medical records file.

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Certification Related to Active Duty or Call to Active Duty - The employee requesting FML related to a family member’s active duty or call to active duty shall provide supporting documentation of such status or call issued by the applicable Armed Services branch.

Certification for Extended Servicemember Family Leave - Employees requesting extended Servicemember FMLA leave must provide documentation of the family member’s or next-of-kin’s injury, recovery or need for care. This documentation may be a copy of the military medical information, orders for treatment, or other official Armed Forces communication pertaining to the servicemember’s injury or illness incurred on active military duty that renders the member medically unfit to perform his or her military duties.

JOB PROTECTION

—If the employee returns to work within 12 weeks following a family/medical leave (or 26 weeks if combined with Servicemember Family Leave time), he/she will be reinstated to his/her former position or an equivalent position with equivalent pay, benefits, status, and authority. The employee's restoration rights are the same as they would have been had the employee not been on leave. If the position would have been eliminated or the employee would have been terminated but for the leave, the employee would not have the right to reinstatement upon return from leave. If the employee fails to return to work on or before the previously agreed upon date, in absence of further communication, he/she will be considered to have abandoned his/her job.

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| 3.8 OTHER UNPAID LEAVES OF ABSENCE

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The District allows for those rare circumstances where an unpaid leave of absence that falls outside the provisions of the FMLA or military leave policies may be necessary. Except as otherwise required by law, such leave may be granted only at the discretion of the General Manager. The determination of granting such leave must take into consideration the best interest of the District, the ability to maintain operations of the District, and the requirements of any applicable state and federal law.

Non-temporary and non-introductory employees may seek a leave of absence without pay not to exceed 60 days in one fiscal year. The employee will be required to exhaust applicable accrued leave prior to receiving a leave without pay. The request must be made in writing and must detail the specific reasons for the request, the date desired to begin the leave, and the date of return. Upon extenuating circumstances, the employee may request an extension in writing.

An employee on an approved unpaid leave of absence may continue medical, dental, life insurance and disability coverage by paying the full cost to the District in advance for each month or portion thereof of which he/she is absent, subject to limitations set by the insurance carrier.

Failure to return to work on the date specified in the leave report without receiving an extension in advance will result in disciplinary action up to and including termination.

| UPDATES AND/OR RECERTIFICATION

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Employees on a leave of absence may be required to provide periodic updates of their status, intention to return to work, or re-certification on a reasonable basis. All documentation related to the employee's or family member's medical condition will be held in strict confidence.

| 3.9 LIMITATIONS ON LEAVES OF ABSENCE

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With the exception of leaves of absence for military or jury duty, no leave of absence or other period of inability or failure to perform full-duty work, by itself or in combination with other periods of leave, may last longer than six months. Any employee who for any reason or combination of reasons misses a total of six months of full-duty work in a twelve-month period, or a total of nine months of full-duty work in an eighteen-month period, will be separated from employment due to unavailability for work. Any employee so separated will normally be eligible for rehire and will be able to apply for available job openings, depending upon qualifications. An employee will be considered unavailable for work if the employee cannot perform the essential functions of the job, with or without reasonable accommodation.

| 3.10 WORKERS' COMPENSATION BENEFITS

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All employees are covered by Texas Workers' Compensation Insurance, a program of industrial insurance to protect workers, their families and dependents from loss due to an industrial accident or illness. The District provides this benefit at no cost to the employees. The District also provides the added benefit of allowing employees to use accrued sick leave to bring them up to their full 40-hour per week pay when on workers' compensation leave.

PROCEDURES

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Employees must report any and all work-related accidents immediately to their immediate Managersupervisor, who will prepare a preliminary injury report within 24 hours. Failure to report accidents or injuries immediately may result in non-payment by the carrier.

At the discretion of the General Manager and when possible, the District may provide light duty work if the employee is able to perform such work, if the attending physician authorizes it, and until the physician clears the employee to return to regular duty.

Employees who are receiving workers' compensation due to injury or illness shall continue to accumulate any leave to which they were entitled prior to the absence.

3.11 HEALTH, HOSPITALIZATION, DENTAL AND LIFE INSURANCE BENEFITS

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The District provides a medical, dental, and life insurance plan for full-time employees' participation. The District defines "full-time" as 40 hours per week for all policies, but will not exclude those employees who work 130 variable hours per month (30-39 hours per week) from health insurance eligibility according to the Patient Protection and Affordable Care Act of 2010. An employee may voluntarily elect to include dependents in accordance with the current insurance plans and have these premiums deducted from his/her paycheck. The District will pay a percentage of the employee and dependent premiums as determined by the Board of Directors.

An employee who leaves the District or is terminated will continue to have benefits until the end of the month in which they are terminated. Subsequent to that time, the employee will have 30 days to decide to continue coverage at their own expense.

More detailed information about the District's current benefits plans is available through the General Manager's office. The General Manager is responsible for periodic review of the health, hospitalization, dental and life insurance plans to ensure adequate and competitive coverage is provided.

3.12 LONGEVITY PAY

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All District employees are entitled to receive longevity pay. This benefit is calculated as follows: After the first year, total pay increases by \$4.00 per month, and in each successive year, increases by \$4.00 per month. For example:

- 1st year - 0
- 2nd year - \$4/month added to salary
- 3rd year - \$8/month added to salary
- 4th year - \$12/month added to salary, etc.

An employee in his fifth year would receive \$16/month in longevity pay.

LONGEVITY BONUS Longevity Bonus -

In addition, employees who achieve certain longevity milestones and elect to stay with the District will be eligible for a cash bonus to be paid on the anniversary of employment in accordance with the following schedule:

Staff

5 Years	\$	1,000
10 Years	\$	2,500
15 Years	\$	3,500
20 Years	\$	5,000
<u>25 Years</u>	<u>\$</u>	<u>6,500</u>
<u>30 Years</u>	<u>\$</u>	<u>8,000</u>

Supervisors

5 Years	\$	2,500
10 Years	\$	5,000
15 Years	\$	7,500
20 Years	\$	10,000
<u>25 Years</u>	<u>\$</u>	<u>12,500</u>
<u>30 Years</u>	<u>\$</u>	<u>15,000</u>

General Manager

as determined by the Board of Directors

3.13 PROFESSIONAL CERTIFICATION TRAINING AND MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS

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CERTIFICATION AND PROFESSIONAL CLASSES

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Any non-temporary, non-introductory employee of the District may be eligible to take certification classes and professional classes to enhance job skills, if approved by the General Manager. Certain technical certification courses that relate directly to an employee's duties with District are often expensive compared to other types of educational courses and training. When the District bears the expense for an employee to attend these special certification trainings and classes, the employee becomes more valuable, not only to the District, but also to other employers seeking such technical expertise.

The District shall pay the cost of tuition, books, supplies, transportation, lodging and meals as required to take the approved certification and professional classes. Such classes may be necessary to obtain and maintain water, wastewater, inspection or other certifications of that employee necessary for advancement in the employee's field.

Employees are expected to diligently seek to pass the course the first time, and may be expected to pay their own expenses if they must repeat a course. The General Manager has the discretion to allow employees time off with pay to repeat a course.

The General Manager shall approve employee participation in such classes based on the District's ability to maintain operations, upon the need of the employee, upon the cost and location of the classes, upon the funds being allocated in the budget, and any other pertinent factors.

Therefore, it is the policy of the District to pay for technical certification training and testing when management approves the training based on its applicability to the job. Therefore at the time of employment, the employee must agree in writing [Professional Certification Training Reimbursement Agreement] to reimburse all or part of the tuition/registration fees, travel expenses, testing expenses, license renewal fees if termination occurs within one year after taking the course. The following schedule will be used, regardless of discontinuance of employment with the District being employee-initiated (resignation); or supervisor-initiated (termination or dismissal for cause). For circumstances beyond either party's control, such as staff reductions, illness or disability, or in the case of retirement, reimbursement will not be required. Employees with more than five (5) years' service are not subject to reimbursement for ordinary training expense. For courses which are of significant cost, at the time of request an individual employee may be required to sign a separate reimbursement agreement ([Appendix "A" 16](#)). Reimbursement will be paid as follows:

<u>Employee's departure after training</u>	<u>Employee's reimbursement percentage</u>
Less than six months	100 percent
Between six months and less than one year	50 percent

PROFESSIONAL ORGANIZATION MEMBERSHIPS

The District encourages employee participation in professional organizations. At the discretion of the Board of Directors, the District may pay part or all of the membership costs for employees to affiliate with their professional organizations. The General Manager shall make recommendations for such costs to the District during the budgetary process for the upcoming fiscal year.

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Professional Certification Training Reimbursement Agreement

Comment [LS10]: Remove page from here – have as Appendix A 16 only

Per Personnel Policy 3.13: I, _____, an employee of Travis County Water Control and Improvement District No. 17, its affiliates, subsidiaries, employees, agents, and assigns, (“District”), acknowledge that when the District bears the expense for me to attend certification training and classes I become a more valuable employee, not only to the District, but also to other employers seeking my technical expertise. I realize that technical certification courses are often expensive compared to other types of employment training.

Therefore, I agree that if the District pays for Professional Certification Training, I will reimburse the District for tuition/registration fees, travel expenses (“cost”) testing expenses or license renewal fees related to training/certificates if termination occurs within one year after taking the course. .

If I leave during this time period after the training:	I will reimburse the District this percentage of the cost of the training:
Less than six months	100 percent
Between six months and less than one year	50 percent

If I stay for at least one year after the training, I will owe the District nothing.

I expressly authorize the District to deduct the reimbursement amount owed under the terms of this Agreement from any compensation the District owes me at the time of termination of employment. I agree to pay to the District any remaining balance owed that is not deducted from my final compensation, promptly or on a “Deferred Payment Agreement” as agreed to with the District at the time of termination voluntarily or without notice.

_____ Signature of Employee	_____ Date	Witness: _____ Travis County Water Control and Improvement District No. 17	_____ Date
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3.13 Updated 11.2014

3.13 [This document will be reviewed and signed at time of employment] Board Adopted 11.20.14

Professional Certification Training Request Agreement

Comment [LS11]: Remove page here – Have as Appendix A 17 only

To: _____ Date: _____

Per Personnel Policy 3.13: I, _____, wish to request permission to participate in the following **training** as an employee of Travis County Water Control and Improvement District No. 17, its affiliates, subsidiaries, employees, agents, and assigns, ("District"), and acknowledge that when the District bears the expense for me to attend certification training and classes, I become a more valuable employee, not only to the District, but also to other employers seeking my technical expertise. I realize that technical certification courses are often expensive compared to other types of employment training.

I request attendance to, and the District agrees to pay for, the following training:

Name of course: _____ Organization holding course: _____

Date(s) of course: _____ Time of course: _____ Location of course: _____

Time away from work: _____

Cost of registration: \$_____ Travel/other cost(s): \$_____ TOTAL COST OF TRAINING: \$_____

Reason for taking course: Credit Hours _____ Water License _____ Wastewater License _____
OTHER _____

Number of hours needed to obtain license *Attach enrollment form for course*

I have previously read and signed the District's "Professional Certification Training Reimbursement Agreement" explaining repayment schedule and expressly authorizing the District to deduct any reimbursement amount owed under the terms this Agreement from any compensation the District owes me If termination occurs within one year after taking the course, regardless of discontinuance of employment with the District being employee-initiated (resignation) or supervisor-initiated (termination or dismissal for cause).

Signature of Employee Date

Approvals: Field Supervisor _____ Date

Department Supervisor _____ Date

Training Coordinator _____ Date

or Denied by: _____ Reason: _____
Date

3.13 [This document will be signed at time of employee seeks permission to participate] Board Adopted 11.20.14

Membership in Professional Organization Request

Comment [LS12]: Remove page here – Have as Appendix A 17 only

To: _____ Date: _____

Per Personnel Policy 3.13: I, _____, wish to request permission to participate in the following **Professional Organization** as an employee of Travis County Water Control and Improvement District 17, its affiliates, subsidiaries, employees, agents, and assigns, ("District"). Furthermore, I request the District pay the membership fee(s) for:

Organization: _____ Membership Fee: _____

Meeting Day / Time: _____ Meeting Location: _____

Tenure of Membership: _____

Applicability and Benefit to my work for the District: _____

Attach Organization enrollment form

Signature of Employee Date

Approvals: Field Supervisor _____ Date

Department Supervisor _____ Date

General Manager _____ Date

or Denied by: _____ Date For the following: _____

Board Adopted 11.20.14

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| 3.14 EDUCATIONAL TUITION ASSISTANCE

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In addition to providing for employee participation in certification and professional courses, the District supports employee efforts to expand their educational, professional, and vocational development through continuing education. The Employee Tuition Assistance Program is a benefit intended to offer professional development opportunities to District employees. This policy does not apply to professional certification training related to the employee's specific job at Travis County Water Control and Improvement District 17, which are covered under a separate policy, see 3.13.

The District seeks to ensure that the employee's job performance is not hampered by an over commitment to studies. Therefore, employees are not eligible to apply for tuition reimbursement for more than one course not to exceed four credit-hours per semester, except at the discretion of the General Manager. The District may require a course be taken at a state or community college rather than a private or major university if a comparable course is available at a lower cost.

The District will reimburse eligible employees for tuition expenses paid to accredited schools, colleges, and universities, as set forth in this policy, for courses taken outside normal working hours.

To apply for tuition assistance, the employee must describe in writing the course and its applicability and benefit to the employee's work for the District. Approval must be sought in advance of enrolling in the course by use of the "Educational Tuition Assistance Request Agreement" ([Appendix "A" 18](#)) and reimbursement will be made as listed below.

| Maximum Reimbursement

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The District will reimburse employees at the conclusion of a successfully completed course pursuant to the following schedule:

- 100% of the tuition cost for an "A" grade
- 75% of the tuition cost for a "B" grade
- 50% of the tuition cost for a "C" grade

No reimbursements will be made for grades lower than a "C". Nor will the District reimburse employees for courses in which the employee can receive a grade of only "Pass" or "Fail." Reimbursement rates are not affected by grades that are accompanied by a plus (+) or minus (-) sign. Numerical equivalents of a letter grade may be accepted in lieu of a letter grade, provided the District receives what it considers, in its sole discretion, to be adequate assurances from the accredited institution that the numerical grade is equivalent to the letter grade. The District will reimburse employees up to a maximum total of \$3,000 throughout their tenure at the District for tuition only. Employees are responsible for related expenses such as books, fees, supplies, parking, and any related travel expenses.

| Eligibility

To be eligible for tuition reimbursement under this policy, an employee must:

- Be a full-time employee; and
- Have completed one year of service.

Eligible employees will be ineligible for tuition reimbursement if:

- The employee has received a formal disciplinary warning or unsatisfactory review within six months prior to his or her request for pre-approval; or
- The employee receives a formal disciplinary warning or unsatisfactory review following pre-approval and before the course is completed.

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| Courses and Programs Eligible for Reimbursement

Any courses that relate to an employee's work or which lead to a business-related or job-related degree may be eligible for reimbursement. The District will determine, in its sole discretion, whether a degree program or course is business or job-related.

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| Application for Pre-Approval of Tuition Reimbursement

Employees must obtain pre-approval for tuition reimbursement. To do so, employees must complete and return a "Educational Tuition Assistance Request Agreement" form. If and when the course is pre-approved, this form will also serve as a request for payment form at the conclusion of the course.

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| Application for Reimbursement Upon Completion of Course

Upon completion of the pre-approved course, the employee must submit a copy of the previously approved "Educational Tuition Assistance Request Agreement" form, along with an official transcript of the grades and proof of payment. Proof of payment can be established by either a bursar's receipt or a copy of a canceled check (front and back).

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| Repayment to the District

If an employee terminates employment with the District by employee-initiated (resignation) or supervisor-initiated (termination or dismissal for cause within two years following completion of a reimbursed course, the tuition fee must be promptly paid back to the District. The tuition benefit will be deducted from the employee's final paycheck, with any outstanding tuition reimbursement to be paid within six months of leaving the District's employment in accordance with the "Deferred Payment Agreement."

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Educational Tuition Assistance Request Agreement

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Per Personnel Policy 3.14: I, _____, wish to request permission to participate in the following course as an employee of Travis County Water Control and Improvement District No. 17, its affiliates, subsidiaries, employees, agents, and assigns, ("District"), and acknowledge that when the District bears the expense for me to attend classes, I become a more valuable employee, not only to the District, but also to other employers seeking my expertise. This course will be taken outside of work hours, and I request tuition assistance for:

Name of course: _____ Date(s) of course: _____

Name of accredited institution: _____ Semester: _____

Applicability and Benefit to my work for the District: _____

_____ Cost of tuition: \$ _____

The District agrees to reimburse employees at the conclusion of a successfully completed course pursuant to the following schedule:

- 100% of the tuition cost for an "A" grade
- 75% of the tuition cost for a "B" grade
- 50% of the tuition cost for a "C" grade

No reimbursements will be made for grades lower than a "C". Nor will the District reimburse employees for courses in which the employee can receive a grade of only "Pass" or "Fail." Reimbursement rates are not affected by grades that are accompanied by a plus (+) or minus (-) sign. Numerical equivalents of a letter grade may be accepted in lieu of a letter grade, provided the District receives what it considers, in its sole discretion, to be adequate assurances from the accredited institution that the numerical grade is equivalent to the letter grade. The District will reimburse employees up to a maximum total of \$3,000 for tuition only. Employees are responsible for related expenses such as books, fees, supplies, parking, and any related travel expenses.

I agree that if the District pays for Educational Tuition Assistance, and I leave the District by employee-initiated (resignation) or supervisor-initiated (termination or dismissal for cause within two years after I complete the course, the tuition fee must be promptly paid back to the District in full. If I stay for at least two years after the course, I will owe the District nothing.

I expressly authorize the District to deduct the reimbursement amount owed under the terms of this Agreement from any compensation the District owes me at the time of termination of employment. I agree to pay to the District any remaining balance owed that is not deducted from my final compensation, promptly or on a "Deferred Payment Agreement" schedule as agreed to at the time of termination with the District.

_____ Signature of Employee	_____ Date	Approved by: _____ Travis County Water Control and Improvement District No. 17	_____ Date
--------------------------------	---------------	--	---------------

Signature of Supervisor

Date

or Denied by: _____ Reason: _____

Date

3.14 Board Adopted 8.21.14

DEFERRED PAYMENT AGREEMENT

Comment [LS14]: Remove page from here – have as Appendix A 19 only

I, _____, hereby acknowledge and agree to the following terms and conditions in accordance with the Personnel Policy No. 2.19, Termination of Employment; 3.13, Professional Certification Training and Membership in Professional Organizations; and/or 3.14, Educational Tuition Assistance with Travis County Water Control and Improvement District No. 17 ("District"):

That the total reimbursable amount that I owe the District acquired during 201_____ is \$_____ (based on _____ percent of \$_____ for cost listed below),

- 2.19 - District Property Reimbursement Agreement: \$ _____
- 3.13 – Professional Certification Training Agreement: \$ _____
- 3.14 - Educational Tuition Assistance Request Agreement: \$ _____

and I agree to repay the District in _____(number) installments until it is paid in full as follows:

<u>Amount</u>	<u>Due Date</u>
\$ _____	_____
\$ _____	_____
\$ _____	_____

I hereby authorize the District to deduct the first payment (\$ _____) from any compensation due me at the time of termination of employment, payable on _____(date.)

I understand that any payment made with an Insufficient Fund Check shall be considered as "no payment", with any charges or penalties imposed by the banking institution to become my sole responsibility.

I further understand that all amounts paid after each due date may accrue interest at the rate allowable under law. I also agree to pay all collection costs, interest and reasonable attorney's fees if the District needs to take action to recover any past due amounts.

Signature of Employee

Date

By: _____
Travis County Water Control and
Improvement District No. 17

Date

Board Adopted 8.21.14

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| 3.15 EMPLOYEE ASSISTANCE PROGRAM AND REHABILITATION

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The District subscribes to an Employee Assistance Program ("EAP") for the benefit of its employees and their dependents. The EAP is conducted through an outside provider and gives employees and their dependents access to confidential, professional counseling and guidance services. The EAP is designed to assist individuals who are experiencing personal, emotional or physical problems, including drug and alcohol dependency. The cost of the EAP will be paid by the District. The cost of referrals to outside services are paid by the employee.

Any employee who voluntarily notifies management, in writing, that he or she has an alcohol or chemical dependency problem and desires treatment will be given an unpaid leave of absence, for as long as 30 days, to undergo inpatient or other treatment for rehabilitation purposes.

The employee will be allowed to return to his or her job upon completion of the treatment program but will be subject to periodic medical testing. An employee who fails to complete a prescribed rehabilitation program or who does not comply with the prescribed aftercare ~~is~~ subject to termination.

This leave of absence for rehabilitation purposes shall not be available to any employee who has been previously found in violation of the District's rules for drug and controlled substances.

Under some circumstances, an employee's participation in a rehabilitation program may be required as a condition of continued employment and the District will be advised by the EAP counselor of information sufficient to enable the District to monitor the employee's progress.

| 3.16 EMPLOYEE RETIREMENT PLANS

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~~As of May 1, 2007, the~~The District offers both a 401 (a) Retirement Plan and a 457 deferred compensation plan to all non-temporary employees. Both of the investment plans are administered by an outside financial agency.

The 401 (a) Plan is a defined contribution plan where all employer allocations are invested. The amount invested is 5% of pay (calculated on gross wages up to 40 hours/week) over and above regular pay which the employee may invest in a variety of investments offered. The 5% amount increases by ½ percent on each anniversary of employment. The maximum amount the District will contribute for each employee is 10%.

The 457 deferred compensation plan is available for any employee allocations for investment. The amount to be deferred is determined by the employee and cannot exceed the annual statutory limits.

| 3.17 LONG TERM DISABILITY INSURANCE

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All regular, non-temporary employees of the District are eligible to receive long term disability insurance. This insurance will pay the employee a percentage of his/her salary (usually 60%) in the event of long term disability or illness whether the cause is work related or not. Premiums for this insurance are paid by the District.

| 3.18 SHORT TERM DISABILITY INSURANCE

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All regular, non-temporary employees of the district are eligible to receive short term disability insurance. This insurance will pay the employee a percentage of his/her salary (usually 60%) in the event of short term disability or illness whether the cause is work related or not. Premiums for this insurance are paid by the District.

Employees are not required to use all of their accrued sick leave or vacation leave before applying for short term disability benefits.

| 3.19 EMPLOYEE BONUS PROGRAM

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It is the policy of the District to reward hard work and provide incentive for advancement. This program provides for bonus money to be awarded for certification achievement, and work above and beyond the normal requirements of a particular job description. Bonuses are one-time payments for specific actions awarded at the discretion of the General Manager on recommendation of the employee's supervisor. The following is a list of examples of items which may merit bonus consideration, and the typical amounts which could be awarded:

Water/Wastewater Certification

D license	\$250
C license	\$500
B license	\$750
A license	\$1000

Backflow Prevention Assembly Tester License	\$250.00
Commercial Driver License (CDL)	\$250.00
Irrigator License	\$300.00
Landscape Irrigation Inspector License	\$500.00

Other advanced training (work related college courses, or other courses not included in regular certification/re-certification) \$100-\$300

Cross training (learning a job other than the employee's own)

partial	\$250
complete	\$500

Beneficial suggestions

(amount dependent on savings/benefit to the district) Variable

Examples:

- Suggesting a new procedure or form which is adopted
- Suggesting a new way to organize accounts
- Devising a better way to utilize equipment or personnel

Special projects

(amount dependent on savings/benefit to the district) Variable

Examples:

- Establishing a newsletter and publishing it
- Designing and building shelters for the ammonia tanks
- Designing and implementing a new filing system for customer accounts
- Installing a new computer program and teaching others how to use it

Outstanding performance

\$25-\$200

Examples:

- Frequently being noted as courteous and efficient by customers
- Cited by supervisor as having done extremely outstanding work or work above and beyond that which is expected.

3.20 CONTINUATION OF BENEFITS DURING WORK ABSENCES

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Any break in employment due to the below listed absences will not be treated as a break in service for the purposes of determining longevity pay accrual. No actual longevity pay will be paid during the employee's absence. All employees will continue to be covered under workers' compensation at all times.

<u>Type of Absence</u>	District Deferred Compensation Payments	District Paid Employee Health Insurance	District Paid Family Health Insurance	Vacation and Sick Time Accrual
Vacation	Yes	Yes	Yes	Yes
Sick Leave	Yes	Yes	Yes	Yes
Short Term Disability	Note 1	1 month, Note 2	1 month, Note 2	No
Long Term Disability	Note 1	1 month, Note 2	1 month, Note 2	No
Discretionary Leave of Absence Without Pay	Note 1	1 month, Note 2	1 month, Note 2	No
Workers' Comp	Note 1	1 month, Note 2	1 month, Note 2	No
Unpaid Family/Medical Leave	Note 1	Yes	Yes	No
Paid Jury Duty	Yes	Yes	Yes	Yes
Unpaid Jury Duty	Note 1	1 month, Note 2	1 month, Note 2	No
Paid Military Leave	Yes	Yes	Yes	Yes
Unpaid Military Leave	Note 1	1 month, Note 2	1 month, Note 2	No

NOTES:

1. Employee may contribute up to legal limit if he/she so chooses.
2. Employee may contribute health care insurance at their current level of coverage by paying the full insurance premiums in advance for the period of their absence.

Explanation of "1 Month"- The clock starts the 1st day of the month following the accident or illness, for example, if an accident is in April, the District pays insurance for April and May, but discontinues paying in June.

APPENDIX A

1. APPLICATION FOR EMPLOYMENT
2. ACKNOWLEDGEMENT OF PERSONNEL POLICIES
3. ACKNOWLEDGEMENT OF SAFETY MANUAL
4. EMPLOYEES CODE OF ETHICS AND VALUES
5. DIRECTORS CODE OF ETHICS AND VALUES
6. PERFORMANCE EVALUATION STANDARDS
7. NON-EXEMPT PERFORMANCE REVIEW SHEET
8. MANAGER/SUPERVISOR PERFORMANCE REVIEW SHEET
9. EMPLOYEE COUNSELING SHEET
10. TRAVEL EXPENSE REPORT
11. CHEMICAL SCREENING CONSENT SHEET
12. EMPLOYEE TIME SHEET
13. VOLUNTARY PAYROLL DEDUCTION SHEET
14. REIMBURSEMENT FOR EMPLOYEE BENEFITS
(UNPAID LEAVE INSURANCE PREMIUMS)
15. DISTRICT PROPERTY REIMBURSEMENT AGREEMENT
16. PROFESSIONAL CERTIFICATION TRAINING REIMBURSEMENT
AGREEMENT
17. PROFESSIONAL CERTIFICATION TRAINING REQUEST AGREEMENT
AND/OR MEMBERSHIP IN PROFESSIONAL ORGANIZATION
REQUEST
18. EDUCATIONAL TUITION ASSISTANCE REQUEST AGREEMENT
19. DEFERRED PAYMENT AGREEMENT

APPENDIX B

1. POSITION DESCRIPTIONS

[A Full Copy of Appendix B may be found in the Human Resource Office](#)

VII. E. DISCUSS/CONSIDER/TAKE ACTION ON ADOPTION OF ALTERNATIVE CONTRACT PROCUREMENT METHODS PURSUANT TO THE TEXAS GOVERNMENT CODE

April 18, 2013, a resolution was adopted to allow the use of Competitive Sealed Proposals as Authorized Contract Procurement Method. (See following pages)

Since then, other alternative procurement methods could become appropriate for the Eck Lane Water Treatment Plant Backwash Improvements project, as well as other future projects. This item is on the agenda to allow discussion of the other methods allowed under Chapter 2269 of the Government Code that could be used as determined by the General Manager.

**RESOLUTION OF TRAVIS COUNTY WATER CONTROL AND
IMPROVEMENT DISTRICT NO. 17 ADOPTING USE OF COMPETITIVE
SEALED PROPOSALS AS AUTHORIZED CONTRACT PROCUREMENT
METHOD**

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

WHEREAS, Travis County Water Control & Improvement District No. 17 (the "District") is a water conservation and reclamation district created pursuant to Article XVI, Section 59 of the Texas Constitution;

WHEREAS, Chapter 2267 of the Texas Government Code authorizes such districts to adopt alternative contract procurement methods, including the Competitive Sealed Proposal Method ("CSPM"), under certain conditions;

WHEREAS, the District's Board of Directors desires to evidence its election to permit the provisions of Chapter 2267 of the Texas Government Code to supersede the requirements of Section 49.273 of the Texas Water Code so that it may use the CSPM for certain District construction projects;

NOW THEREFORE, it is ordered by the Board of Directors of Travis County Water Control & Improvement District No. 17 as follows:

Section 1: The above recitals, including defined terms, are true and correct and are incorporated herein for all purposes.

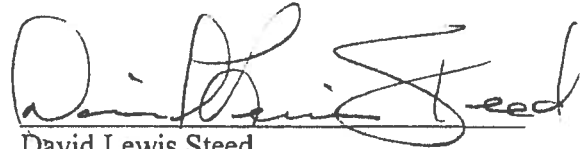
Section 2: The District elects to permit the provisions of Chapter 2267, Subchapter D of the Texas Government Code to supersede the provisions of Section 49.273 of the Texas Water Code for certain District construction projects identified pursuant to this Resolution ("Designated Construction Projects").

Section 3: The District's Board of Directors finds that Texas Government Code Chapter 2267, Subchapter D providing for use of the CSPM is the method for contract procurement that provides the best value for Designated Construction Projects.

Section 4: The District's Board of Directors hereby expressly delegates to the General Manager its authority regarding any actions authorized or required by Texas Government Code Chapter 2267 by the District necessary to implement the use of the CSPM for Designated Construction Projects not reserved to the Board by this Resolution. Such delegation of authority shall include the determination as to which District construction projects shall be Designated Construction Projects subject to the CSPM.


Section 5: The District Board of Directors shall approve any final construction contract negotiated through the CSPM process.

PASSED AND APPROVED this 18th day of April, 2013.



David Lewis Steed
President, Board of Directors

ATTEST:



Jerri Lynn Ward
Secretary, Board of Directors

ITEM VII. F NEW BUSINESS – TAX RATES

- F. DISCUSS/CONSIDER/TAKE ACTION ON THE PROPOSED 2015 TAX RATES FOR THE DISTRICT-WIDE TAX, THE STEINER RANCH DEFINED AREA TAX, THE FLINTROCK RANCH ESTATES DEFINED AREA TAX, AND THE SERENE HILLS DEFINED AREA OPERATIONS AND MAINTENANCE TAX; AND SETTING PUBLIC HEARING REGARDING THESE PROPOSED RATES

TCAD has been delayed in issuing the certified tax rolls by the end of July due to a petition made by City of Austin challenging the level of appraisal of C1 vacant land and F1 commercial real property.

I have attached a copy of the June 9, 2015 letter from TCAD explaining this delay as well as the follow up letter issued on July 24, 2015 stating that the certifications should be completed by **August 28th**.

Also attached is the detail listing for each jurisdiction of the debt service needs that will be considered in calculating the 2015 tax rate, to be collected in FY 2016.

We will need a special meeting to vote on the **proposed** tax rates and to set a public hearing. To meet notice requirements, we will need to hold the special meeting no later than September 3rd. Notice will be published in the Sept 9th edition of the Four Points News and Sept 10th edition of the Lake Travis View. The public hearing can be held at our regular board meeting on September 17th. We will also be able to adopt the tax rates at that same meeting.

Please check your calendars for availability for a special meeting September 1st, 2nd or 3rd.

TRAVIS CENTRAL APPRAISAL DISTRICT

BOARD OFFICERS

RICHARD LAVINE
CHAIRPERSON
KRISTOFFER S. LANDS
VICE CHAIRPERSON
ED KELLER
SECRETARY/TREASURER



MARYA CRIGLER
CHIEF APPRAISER

BOARD MEMBERS

TOM BUCKLE
BRUCE ELFANT
SHELLDA D. GRANT
DENNY HAMIL
ELEANOR POWELL
RICO REYES
BLANCA ZAMORA-GARCIA

TRAVIS CO WCID NO 17 - Juris No. 17
MR. DAVID STEED, PRESIDENT
3812 ECK LANE
AUSTIN, TX 78734

June 9, 2015

I understand how important the CADs certification is to the budgeting process of taxing units and wanted to give you a heads up on potential delays as soon as possible.

The Austin City Council has formally filed a petition challenging level of appraisal of C1 vacant land and F1 commercial real property. A hearing for the petition has been scheduled for June 22, 2015 at Travis Central Appraisal District, 8314 Cross Park Drive, Austin TX. The hearing will begin at 9:00AM. Taxing units that overlap the city of Austin, with properties subject to the challenge, are entitled to appear and offer evidence or testimony at the appraisal review board hearing. If you are a taxing unit that is not overlapped by the City of Austin, you are being notified because the delay could affect your certification date.

There are several probable scenarios for the resolution of the taxing unit challenge and each has ramifications on the date and manner by which the appraisal district may certify.

37. If the appraisal review board finds in favor of the appraisal district then Travis CAD will resume protest hearings and certify the appraisal roll as quickly as possible. Commercial property represents over fifty percent of the value under protest and the delays in processing those protests while we waited for resolution to the taxing unit challenges impacts our ability to certify in July. Pursuant to Section 41.12 (c)(1) of the Texas Property Tax Code we will postpone the date for the Appraisal Review Board to approve the appraisal records to a date no later than August 30th. The City of Austin can appeal the decision of the appraisal review board to district court.
38. If the appraisal review board finds in favor of the City of Austin and orders the chief appraiser to reappraise category C1 vacant land and F1 commercial property, then I will exercise the authority granted under Section 26.01(d) and certify to you the appraisal roll *excluding* C1 vacant land and F1 commercial real property at a date no later than August 30th. Categories C1 vacant land and F1 commercial real property will be provided as a separate listing giving the preceding years value and a reasonable estimate of value for the current year. Pursuant to Section 26.01(d) you will be required to use the lower value. Given the significant efforts from the appraisal district in the appraisal of commercial properties for 2015 the preceding values will be substantially lower (approximately 35%). This may have a significant impact on your effective and rollback tax rate calculations.

“The chief appraiser shall prepare and certify to the assessor for each taxing unit a list of those properties of which the chief appraiser has knowledge that are reasonably likely to be taxable by that unit but that are not included on the appraisal roll certified to the assessor under Subsection (a) or included on the listing certified to the assessor under Subsection (c). The chief appraiser shall include on the list for each property the market value, appraised value, and kind and amount of any partial exemptions as determined by the appraisal district for the preceding year and a

*reasonable estimate of the market value, appraised value, and kind and amount of any partial exemptions for the current year. **Until the property is added to the appraisal roll, the assessor for the taxing unit shall include each property on the list in the calculations prescribed by Sections 26.04 and 26.041, and for that purpose shall use the lower market value, appraised value, or taxable value, as appropriate, included on or computed using the information included on the list for the property.***

We have started to review the additional cost to the appraisal district as a result of the challenge and a preliminary estimate is available upon request. We will do our best to complete processing property protests as quickly and efficiently as possible and provide you certification at the soonest possible date.

Please feel free to contact me if you have any questions or need additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "Marya D. Crigler". The signature is stylized and somewhat cursive, with the first name being the most prominent.

Marya D. Crigler
Chief Appraiser
mcrigler@tcadcentral.org
(512) 834-9317 ext. 337

TRAVIS CENTRAL APPRAISAL DISTRICT

BOARD OFFICERS
RICHARD LAVINE
CHAIRPERSON
KRISTOFFER S. LANDS
VICE CHAIRPERSON
ED KELLER
SECRETARY/TREASURER



MARYA CRIGLER
CHIEF APPRAISER

BOARD MEMBERS
TOM BUCKLE
BRUCELFANT
SHELLDA D. GRANT
DENNY HAMILL
ELEANOR POWELL
RICO REYES
BLANCA ZAMORA-GARCIA

TRAVIS CO WCID NO 17 - Juris No. 17
2015

July 24,

MR. DAVID STEED, PRESIDENT
3812 ECK LANE
AUSTIN, TX 78734

Previously, on June 9, 2015, I had sent a letter informing you of delays in our certification processing due to a taxing unit challenge from the City of Austin. I understand how important the CAD's certification is to the budgeting process of taxing units and wanted to give you an update on our certification status. We have been operating extended hours, six days a week and are doing our best to complete processing property protests as quickly and efficiently as possible and provide you certification at the soonest possible date. As of this morning we are at 84% complete with protests hearings (our threshold is 95%). We are on target for the Appraisal Review Board to approve the appraisal records on August 24th and at this time I estimate that I will be able to certify the roll **August 28, 2015**. For school districts the certification will reflect the new homestead exemption amount of \$25,000. Please feel free to contact me if you have any questions or need additional information.

Sincerely,

Marya D. Crigler
Chief Appraiser
mcrigler@tcadcentral.org
(512) 834-9317 ext. 337

District-wide O&M Tax

<u>Bond Series</u>	<u>Principal</u>	<u>Interest</u>	<u>Other</u>	<u>Total</u>
n/a			\$31,941	\$31,941
				\$0
				\$0
				\$0
Total Amount Required for FY 2016 Debt Service				\$31,941

Other:

Travis County Tax Collection Fee, \$1.34/parcel	\$	16,471.28
TCAD Fee	\$	15,469.97
	\$	31,941.25

I&S Funds, as of July 31, 2015 n/a

Certified Value, 8/28/2015 per TCAD 

NOTE: Based on calculations using form from Travis County Tax Office, the highest M&O tax rate that can be levied without a roll back election is _____.

Steiner Ranch Defined Area

<u>Bond Series</u>		<u>Principal</u>	<u>Interest</u>	<u>Other</u>	<u>Total</u>
				\$53,076	\$53,076
Series 2006 TWDB - STR#2,	\$5,890,000	\$175,000	\$12,595		\$187,595
Series 2006B - Ref #3,	\$3,644,996	\$415,000	\$8,300		\$423,300
SRDA #11 - Series 2006C	\$8,465,000	\$255,000	\$5,100		\$260,100
SRDA #12 - Series 2007	\$10,875,000	\$355,000	\$7,544		\$362,544
SRDA #13 - Series 2009		\$505,000	\$488,675		\$993,675
SRDA #14 - Series 2009A	\$6,750,000	\$225,000	\$241,023		\$466,023
Series 2009 - Ref #4	\$5,409,998.80	\$805,000	\$145,325		\$950,325
SRDA #15, Series 2010	\$3,200,000	\$110,000	\$129,569		\$239,569
Series 2011 - Ref #5	\$7,014,997.35	\$755,000	\$144,225		\$899,225
SRDA #16 Series 2011	\$2,350,000	\$85,000	\$75,100		\$160,100
SRDA 2012 -Ref #6	\$11,160,000	\$85,000	\$372,044		\$457,044
SRDA #17 Ref#7 Series 2013	\$14,834,984	\$1,415,000	\$379,525		\$1,794,525
SRDA #17, Series 2013	\$2,550,000	\$105,000	\$64,338		\$169,338
SRDA , Ref #8 Series 2014	\$6,829,999.90	\$90,000	\$172,450		\$262,450
SRDA #18 Series 2015	\$2,230,000	\$0	\$85,493		\$85,493
SRDA , Ref #9 Series 2015	\$12,919,989	\$175,000	\$352,319		\$527,319
Total Amount Required for FY 2016 Debt Service					\$8,291,699

Other:

Travis County Tax Collection Fee, \$1.34/parcel	\$	5,783.44		
TCAD Fee	\$	47,292.30		
	\$	53,075.74		

I&S Funds, as of July 31, 2015 \$ 11,113,356.94

Certified Value, 08/28/2015 per TCAD

NOTE: Based on calculations using the form from Travis County Tax Office, the calculated tax rate is \$_____, without any of the I&S money being applied.

How much I&S should be applied? \$

Flintrock Ranch Defined Area

<u>Bond Series</u>	<u>Principal</u>	<u>Interest</u>	<u>Other</u>	<u>Total</u>
FREDA #1 - TWDB, Series 2003	\$0	\$0	\$7,330	\$7,330
FREDA #2, Series 2006	\$0	\$0		\$0
FREDA #3, Series 2009	\$135,000	\$208,338		\$343,338
FREDA #4, Series 2009A	\$235,000	\$493,600		\$728,600
FREDA Refunding, Series 2013	\$38,843	\$199,888		\$238,731
Total Amount Required for FY 2016 Debt Service				\$1,317,998

Other:

Travis County Tax Collection Fee, \$1.34/parcel	\$	672.68
TCAD Fee	\$	6,656.96
	\$	7,329.64

I&S Funds, as of July 31, 2015 \$ 1,282,530.99

Certified Value, 8/28/2015 per TCAD

NOTE: Based on calculations using the form from Travis County Tax Office, the calculated tax rate is \$_____, unless some of the I&S money is applied.

How much I&S should be applied?

Serene Hills Defined Area Tax - max \$0.65

<u>Bond Series</u>	<u>Principal</u>	<u>Interest</u>	<u>Other</u>	<u>Total</u>
n/a			\$1,248	\$1,248
SHDA #1, Series 2015	\$0	\$111,672		\$111,672
				\$0
				\$0
Total Amount Required for FY 2016 Debt Service				\$112,920

Other:

Travis County Tax Collection Fee, \$1.34/parcel	\$	300.16
TCAD Fee	\$	947.72
	\$	1,247.88

I&S Funds, as of July 31, 2015 n/a

Certified Value, 8/28/2015 per TCAD

NOTE: Based on calculations using form from Travis County Tax Office, the highest M&O tax rate that can be levied without a roll back election is \$ ____.