

NOTICE OF MEETING OF THE MCLENNAN COUNTY COMMISSIONERS COURT

NOTICE IS HEREBY GIVEN that the McLennan County Commissioners Court will conduct its regular scheduled meeting on **Tuesday, May 5, 2020 at 9:00 o'clock a.m.** and act on the items on the following agenda

No physical meeting open to the public will be held. A temporary suspension of portions of the open meetings act to allow telephone or video conference public meetings has been granted by Governor Greg Abbott pursuant to Executive Order No. GA-08. These actions are being taken to mitigate the spread of Covid-19 by avoiding meetings that bring people into a group setting and in accordance with Section 418.016 of the Texas Government Code.

The opportunity to view and hear the meeting as well as the process if one wishes to address the Commissioners Court is available at: <https://tx-mclennancounty.civicplus.com/1121/Commissioners-Court-Online-Meeting-Infor>

AGENDA

A. Proof of Posting of Notice

B. Moment of Silence / Invocation and Pledge

C. Public Comments

D. Proclamations / Resolutions:

1. Proclamation Recognizing and Honoring National Correctional Officers and Employees Week

E. Consent Agenda:

1. Approval of Minutes of Prior Meeting(s); Recording into the Court Minutes of Previously Approved Documents; Recordation of Items Not Requiring Court Action

- a. Recording of Texas Department of State Health Services Notification of 2020 Tobacco Settlement Distribution
- b. Recording of City of Waco Intent to Annex and Public Hearing Notices

2. Financial Obligations of McLennan County:

- a. Authorization for County Treasurer to Pay County Checks / Wire / Electronic Transfers Issued Since the Last Authorization

3. Human Resources / Salary Matters (Payroll Status Forms or Changes):

- a. Constable, Precinct 1
- b. Maintenance of Equipment:
 - 1) Acceptance of Resignation of Director
 - 2) Discussion and/or Action regarding Replacement of Director including, but not limited to, Interim Management/Director, Replacement Process, Job Description Changes or Updates, and related matters

4. Authorization / Ratification of RFP's, RFQ's, and Bids Advertisements; Publications; Public / Legal Notices

5. Travel and Education Requests:

6. Recording of Educational Certificates; Recording of Department Head Affidavits; Recording of Departmental Reports; Acceptance or Approval of Official Bonds, Conflict Statements, or Other Such Items Required to be Submitted to the Court by Public Officials:

- a. Tax Assessor / Collector: Recording of Detailed Deposit Distribution Report, March 2020
- b. Recording of Hotel Occupancy Tax Reports, September 2019 - March 2020
- c. Recording of Short-Term Motor Vehicle Rental Tax Reports, September 2019 - February 2020
- d. McLennan County 9-1-1 Emergency Assistance District: Recording of FY 19 Annual Financial Report / Statements

7. Burn Ban Approval, Extension, or Termination

8. Authorization of McLennan County Credit Card Purchases

9. McLennan County Subdivision Regulations:

- a. Approval of Final Plat of "Foster Branch Estates Addition, Lots 1-22" to McLennan County, Precinct 1

F. Budget, Budget Amendments/Transfers/Changes, Additional Revenue Certifications, Expenditure Requests:

1. Regarding FY 20 Budget:

- a. Justice of the Peace, Precinct 3 (Fund 140)
- b. County Sheriff

- c. Health Services
- d. Tax Office
- e. 2019 Certificates of Obligation / Permanent Improvement Fund (Fund 419)
- f. Constable, Precinct 5
- g. Authorization of Texas Association of Counties Claim Deductible Invoices:
 - 1) Regarding Invoice # NRDD-0005850
 - 2) Regarding Invoice # NRDD-0005817
 - 3) Regarding Invoice # NRDD-0005940
 - 4) Regarding Invoice # NRDD-0005959

2. Regarding the FY 21 Budget:

- a. Discussion and/or Action regarding Matters relative to the FY 21 Budget / 2019 Tax Rate, including, but not limited to, Budget Policies, Priorities, Timelines, Updates from the County Auditor and/or Budget Work Sessions, as needed

G. Bids, RFP's, RFQ's, Quotations for Goods and Services:

- 1. Authorization of Work-Order Inspection Proposal: ThyssenKrupp Elevator Corporation (re: Annual Safety Test)
- 2. Authorization of Renewal for Bid 15-017: Printing McLennan County Tax Statements (Peregrine Solutions)
- 3. Authorization of Recommendation for Bid 20-013: ADA Renovations at Extraco Events Center
- 4. Authorization of Recommendation for Bid 20-015: Road & Bridge, Precinct 2 Office Building

H. Contracts, Interlocal Agreements, and Memorandums of Understanding; Purchase, Lease, or Acquisition of Goods, Equipment or Services, including any Financing Thereof:

- 1. Authorization of Eleventh Memorandum of Agreement Addendum with Baylor University (re: DWI/Drug Court Program Cooperation)
- 2. Ratification of Service Agreement with DemandStar Corporation (re: Internet-Based Electronic Bid Information System)
- 3. Authorization of Agreements and related Documents with CTWP (re: Copier for County Clerk's Office)
- 4. Ratification of Lexis Advance Subscription Amendment with Library Patron Access with LexisNexis (re: Law Library)
- 5. Regarding the United States Marshals Service Agreements:
 - a. Authorization of Modification of Intergovernmental Agreement regarding Special VTC Language for Agreement No. 80-10-0033 (re: Jack Harwell Detention Center)
 - b. Authorization of Modification of Intergovernmental Agreement regarding Special VTC Language for Agreement No. 80-99-0119 (re: Highway 6 Jail)

I. Waco-McLennan County Economic Development Corporation (WMCEDC): Authorization of Agreements; Consulting Services; Proposed Projects / Program Project Agreements / Amendments / Pay Applications

- 1. Regarding the Program Project Agreement and First-Amended Agreement with Swan Products, LLC: Authorization of Payment Request # 1

J. Capital Improvement, Repair, Maintenance Projects and Construction Projects:

- 1. Regarding the McLennan County Roof Program (RFP # 20-006) /Agreement with Clark Roofing: Authorization of Invoice for the Sheriff's Office Roof
- 2. Regarding the Renovation of Building for IV-D Court (Bid # 19-017) / Agreement with K4 Construction, LLC:
 - a. Authorization of Payment Application # 9
 - b. Authorization of Payment Application #10

K. Real Estate, Right of Way, and Easements:

L. Grants / Grant Proposals:

- 1. Regarding the Texas Indigent Defense Commission - Indigent Defense Improvement Grant Program: Authorization of Submission of Grant Application and related Documents / Agreements
- 2. Regarding the Homeland Security Grants Division - FY 2020 Border Prosecution Unit Grant: Authorization of Grant Application Submission
- 3. Regarding the Texas Community Block Grant (TxCDBG): Ratification of Request for Payment (re: Water and Sewer Improvements in the Unincorporated Community of Elm Mott / Contract No. 7219270)

4. Regarding the Criminal Justice Division - Coronavirus Emergency Supplemental Funding (CESF) Program: Discussion and/or Action on Grant Application Submission

M. Department/Office-Specific Requests, Presentations or Items for Discussion and Possible Action (To the Extent Not Addressed Above):

1. County Sheriff: Authorization of Request for Purchase of Duty Weapon Upon Retirement of Peace Officer (ref: Government Code 614.051)
2. Justice of the Peace, Precinct 3: Authorization of Mitel Phone Installation Request

N. Additional Items for Discussion and Potential Action:

1. Discussion and/or Action on Matters Regarding Covid-19 including but not limited to Staffing, Emergency Appropriations, Precautions and Plans, Restrictions to Prevent the Spread of COVID-19, Personnel Compensation and Benefit Matters, Health and Safety Procurements, Technology Procurements for Criminal Justice System to Allow for Operations to Continue Safely, Technology Procurements to Allow for Remote Meeting Participation, Reports on Progression of COVID-19, and related matters
2. Selection / Designation of Public Members of the Salary Grievance Committee regarding the FY 21 Budget
3. Discussion and/or Action regarding an Order Authorizing Memorial Day Fireworks Sales
4. Discussion and/or Action regarding a Temporary Pauper Burial Policy relative to COVID-19 Decedents
5. Discussion and/or Action regarding Toll-Free Number and related Letter of Authorization with MessageMedia (re: Jury Short Message Service (SMS) for the District Clerk)
6. Discussion and/or Action regarding the 2020 Texas Association of Counties (TAC) Risk Management Pool Employee Safety Equipment Program
7. Consideration and Action on Approving Potential Jurors to be Empanelled at the Convention Center due to COVID-19 Social Distancing

O. Americans with Disabilities Compliance Project:

P. McLennan County Venue Project: Authorizations for Phase I, II and/or Phase III, including but not limited to:

1. *Regarding the Architectural Services Agreement with Populous:* Authorization of Professional Services Invoices, Pay Applications, Schematic Design Documents; Acceptance of Reports, Updates, related matters:
 - a. Authorization of Professional Services Invoice (re: March - April Services / Invoice No. 0069583)
2. *Regarding the Construction Manager at Risk Agreement with John W. Erwin General Contractor, Inc.:* Authorization of Applications and Certificates for Payment, Agreement Addendums, Design Documents; Acceptance of Reports, Updates, related matters:
 - a. Authorization of Application and Certificate for Payment No. 15
3. Regarding Engineering Services Agreement with Walker Partners: Authorization of Professional Services Invoices, Engineering / Surveying Services Invoices, related matters:
 - a. Authorization of Engineering / Surveying Services Invoice (re: March Services / Invoice No. 0103140.01-18379)
4. Regarding the Professional Services Agreement and related Construction Materials Testing Proposal with Langerman Foster Engineering Company: Authorization of Invoice # 11691

Q. McLennan County Radio Tower Project / Multiple Site Expansion to Existing Simulcast Communication System:

R. Work Session Items (unless otherwise identified above, no action will be taken, but these matters will be discussed):

1. **Discussion regarding Criminal Justice Issues:** Updates on the Electronic Monitoring Program; Coordinating the McLennan County Criminal Justice System / Criminal Justice Process / Veterans & Mental Health Courts; Courthouse Security; Public Nuisance Reporting & Enforcement Process; Reintegration Programs; Updates from the Associate Judge; Jack Harwell Detention Facility, related matters
2. **Discussion regarding Capital Expenditures:** including Time Schedule for Capital Outlay / Recommendations from the Finance Committee on the Spending Policy / Equipment Financing, related matters
3. **Discussion regarding County Property:** including Space Availability & Utilization of County Buildings/Law Library, Utilization Planning, Consultant, Joint Facilities Master Plan or Study; Space and Office Allocations; Tradinghouse Lake/Park; Updates regarding ADA Capital Improvements; Updates regarding Road Projects including Surrey Ridge Road, Speegleville Road, and/or Chapel Road; County Off-System Bridge Repair/Maintenance, Judicial Center Feasibility Study, File Storage at Downtown Jail, Original Themis Statue, Clock / Clock Tower Project, related matters
4. **Discussion regarding Rural Transit District:** including Rural/Public Transportation Updates / Reports, related matter
5. **Discussion regarding Radio Interoperability:** including Tower Sites, Trunking Systems and System Upgrades
6. **Discussion regarding Jail Magistration**

7. *Discussion regarding Vote Centers*

8. *Discussion regarding the Transporting of Juveniles for Class "C" Truancy Citations by Constables*

S. Executive/Closed Session

- 1. **Section 551.071 of the Government Code (V.C.T.A.):** An executive/closed session will be held so that the Commissioners Court can seek and receive legal advice from its attorneys regarding pending or threatened litigation, settlement offers, claims, or other matters for which the attorneys' duties to their client under the Texas State Bar Disciplinary Rules of Professional Conduct Conflicts with the Open Meetings Act (Ch.551, Gov. Code) if necessary for a subject contained on this agenda, and advice dealing with pending litigation, administrative claims or notices, and legal effects, liabilities, and legal options including but not limited to claims arising from Opioid Litigation, Civil Rights Cases, Tort Claims, or Other Pending or Threatening Litigation
- 2. **Section 551.072 of the Government Code (V.C.T.A.):** Regarding Real Property, including, but not limited to: (1) Right-Of-Way Acquisitions re: Expansion / Repair Project/s; and/or (2) Real Estate Purchase / Sale / Transfer / Trade / Offers to Purchase, Acquisition / Value / Donations of Real Property / Leases relative to Real Property, including, but not limited to, Potential Properties for Use by County / Public Facilities & Valuation of Current Property for Trade or Sale
- 3. **Section 551.074 of the Government Code (V.C.T.A.):** Regarding Personnel Matters including but not limited to: Personnel Review / Evaluation of Commissioners Court Appointed Department Heads; Employment, Appointment, Termination, Hearing Grievances Against Employees or Public Officials; Incentive Pay; Deliberations regarding Assigning Interim Director for Maintenance of Equipment; Personnel Matters Identified in any Open Session Item if Necessary, and related matters
- 4. **Section 551.076 of the Government Code (V.C.T.A.):** Deliberations regarding Security Devices or Security Audits
- 5. **Section 551.087 of the Government Code (V.C.T.A.):** Regarding Economic Development Negotiations including, but not limited to (1) Discussion of Commercial / Financial Information Received from a Business Prospect/s; (2) Pending Negotiations / Potential Prospects and Projects; and/or (3) Discussion re: Offers of Financial or Other Incentives to Business Prospect/s

T. Adjourn

Signed this 30th day of April, 2020

Scott M. Felton – Original Signed
SCOTT M. FELTON, County Judge

STATE OF TEXAS *
COUNTY OF McLENNAN *

I, J.A. "ANDY" HARWELL, County Clerk, and the Ex-Officio Clerk to the Commissioners Court, hereby certify that the above and foregoing is a true and correct copy of a NOTICE OF MEETING posted by me at the Courthouse door in Waco, McLennan County, Texas, where notices are customarily posted this 30th day of April, 2020.

Witness my hand and seal of office at Waco, McLennan County, Texas the 30th day of April, 2020 at 4:00 p.m.

(SEAL) J. A. "ANDY" HARWELL, County Clerk
McLennan County, Texas

BY: Myrece'tez Gowan-Perkins (Deputy)

Notice: Persons with disabilities in need of auxiliary aide or services may contact the County Judge's Office, (254) 757-5049, prior to the meeting date

STATE OF TEXAS

PROCLAMATION

COUNTY OF MCLENNAN



**A PROCLAMATION OF THE MCLENNAN COUNTY COMMISSIONERS COURT
RECOGNIZING AND HONORING NATIONAL CORRECTIONAL OFFICERS AND
EMPLOYEES WEEK**

WHEREAS, in 1984, President Ronald Reagan signed Proclamation 5187 creating “National Correctional Officers’ Week”; and

WHEREAS, the first full week of May is recognized as National Correctional Officers’ Week to honor the work of correctional officers and correctional personnel nationwide; and

WHEREAS, in 1996, Congress officially changed the name of the week to National Correctional Officers and Employees Week; and

WHEREAS, the names of 720 correctional officers are engraved on the National Law Enforcement Officers Memorial. These courageous heroes are forever remembered, and their light continues to shine through their memory, and through the selfless men and women who continue to serve each day; and

WHEREAS, historically, correctional officers have been viewed as “guards,” occupying isolated and misunderstood positions in prisons and jails. The duties of these officers have become increasingly complex and demanding; and

WHEREAS, the professionalism, dedication and courage exhibited by these officers throughout the performance of these demanding roles deserve the utmost respect; and

WHEREAS, it is important that we honor the daily contributions and accomplishments of these men and women who are crucial to the operation of correctional facilities; and

THEREFORE, BE IT PROCLAIMED, the McLennan County Commissioners Court recognizes and honors the officers of all correctional facilities for their devotion, bravery and commitment.

BE IT FURTHER PROCLAIMED, a copy of this Proclamation be made a permanent part of the minutes of the Commissioners Court.

WITNESSED OUR HAND AND SEAL this 5th day of May, 2020.

SCOTT M. FELTON, County Judge

KELLY SNELL, Commissioner, Pct. 1

PATRICIA MILLER, Commissioner, Pct. 2

WILL JONES, Commissioner, Pct. 3

BEN PERRY, Commissioner, Pct. 4

Attest:
J.A. “Andy” HARWELL, County Clerk
McLennan County, Texas

By: Deputy County Clerk

From: DSHS Tobacco (DSHSTobacco@dshs.texas.gov) <DSHSTobacco@dshs.texas.gov>
Sent: Tuesday, April 21, 2020 12:14 PM
To: DSHS Tobacco <DSHSTobacco@dshs.texas.gov>
Cc: McHard, Elaine Q (DSHS) <Elaine.McHard@dshs.texas.gov>
Subject: 2020 Pro Rata Share of the Tobacco Settlement Distribution Program

Good Afternoon,

Thank you for participating in the Tobacco Settlement Distribution Program. The 2020 pro rata share of tobacco settlement proceeds have been distributed based upon the expenditure statements submitted. The Texas Department of State Health Services certified the distribution amounts to the Texas Comptroller of Public Accounts, who is working to transmit payment to your jurisdiction.

Due to COVID 19, our office is sending this email instead of the customary payment statement mailout to ensure timely notification of the distribution. We appreciate your patience as we modify this year's notification process.

The 2020 pro rata share of tobacco settlement proceeds distribution amount was \$73,831,824.00 to 294 jurisdictions. Attached is the list of payments to be distributed. This information is also available on the Tobacco website at <https://www.dshs.texas.gov/tobaccosettlement/pay2020.aspx>.

Any questions concerning these payments, or the program, may be directed to Joy Counce at DSHSTobacco@dshs.texas.gov or 512-776-2591.

Have a wonderful day and stay safe,

Joy

Joy Counce
Funds Coordination and Management Branch
Tobacco Settlement Distribution Program
DSHSTobacco@dshs.texas.gov
512-776-2591 (office)
512-776-7774 (fax)

RECEIVED

NOTICE OF INTENT TO ANNEX AND PUBLIC HEARINGS APR 23 2020

Date: April 16, 2020

McLENNAN COUNTY
ENGINEER

Dear Sir or Madam:

This is to advise you that the City of Waco proposes to institute voluntary annexation proceedings to annex territory described as 64.891 acres of land, more or less out of the P.M. MAXWELL SURVEY, ABSTRACT NO. 576, McLENNAN COUNTY, TEXAS. (see attached map). This property is located at the end of both Jewell Dr. and Mars Dr. east of the intersection of Texas Central Dr. and Mars Dr. and further located within Waco's Extraterritorial Jurisdiction. The property described above are collectively referred to herein as "the Property."

This notice is sent to inform you that public hearings will be held concerning the proposed annexation, the designation of General Industrial as the Comprehensive Plan land use designation and the designation of M-2 Light Industrial District zoning for the Property at the meetings of the Waco City Council and City Plan Commission as set forth below. You or other interested persons are encouraged to attend these meetings and express your approval or disapproval of the proposed annexation, the proposed land use designation and the proposed zoning designation. If the dates, times, or location of these public hearings change, you will be sent another notice.

NOTICE OF PUBLIC HEARING BEFORE THE CITY PLAN COMMISSION

The City Plan Commission will hold a Public Hearing On Tuesday, April 28, 2020, at 7:00 p.m. in the Waco Convention Center, Bosque Theatre, 100 Washington Avenue, Waco, Texas. Said hearing will be closed to the public in accordance with social distancing guidelines. Members of the public who wish to speak on this item must sign up by email, by emailing clintp@wacotx.gov, or by calling (254) 750-5650 no later than 5:00 p.m. Monday, April 27, 2020 for staff assistance. Please provide the phone number that City Staff will use to call you during the meeting

NOTICE OF PUBLIC HEARINGS BEFORE THE WACO CITY COUNCIL

The Waco City Council will hold a public hearing on Tuesday, May 19, 2020 at 6:00 p.m. in the Waco Convention Center, Bosque Theatre, 100 Washington Avenue, Waco, Texas. We anticipate said hearing to be closed to the public in accordance with social distancing guidelines. Members of the public who wish to speak on this item must sign up online <https://www.waco-texas.com/council-speaker.asp>, by emailing citysecretary@wacotx.gov, or by calling (254) 750-5750 no later than 5:00 p.m. Monday, May 18, 2020 for staff assistance. Please provide the phone number that City Staff will use to call you during the meeting.

Clint Peters, AICP
Director
Planning/ Inspections Services

NO OTHER NOTICE WILL BE MAILED CONCERNING THESE PUBLIC HEARINGS (UNLESS THE DATES, TIMES OR LOCATION OF THESE PUBLIC HEARINGS CHANGE)

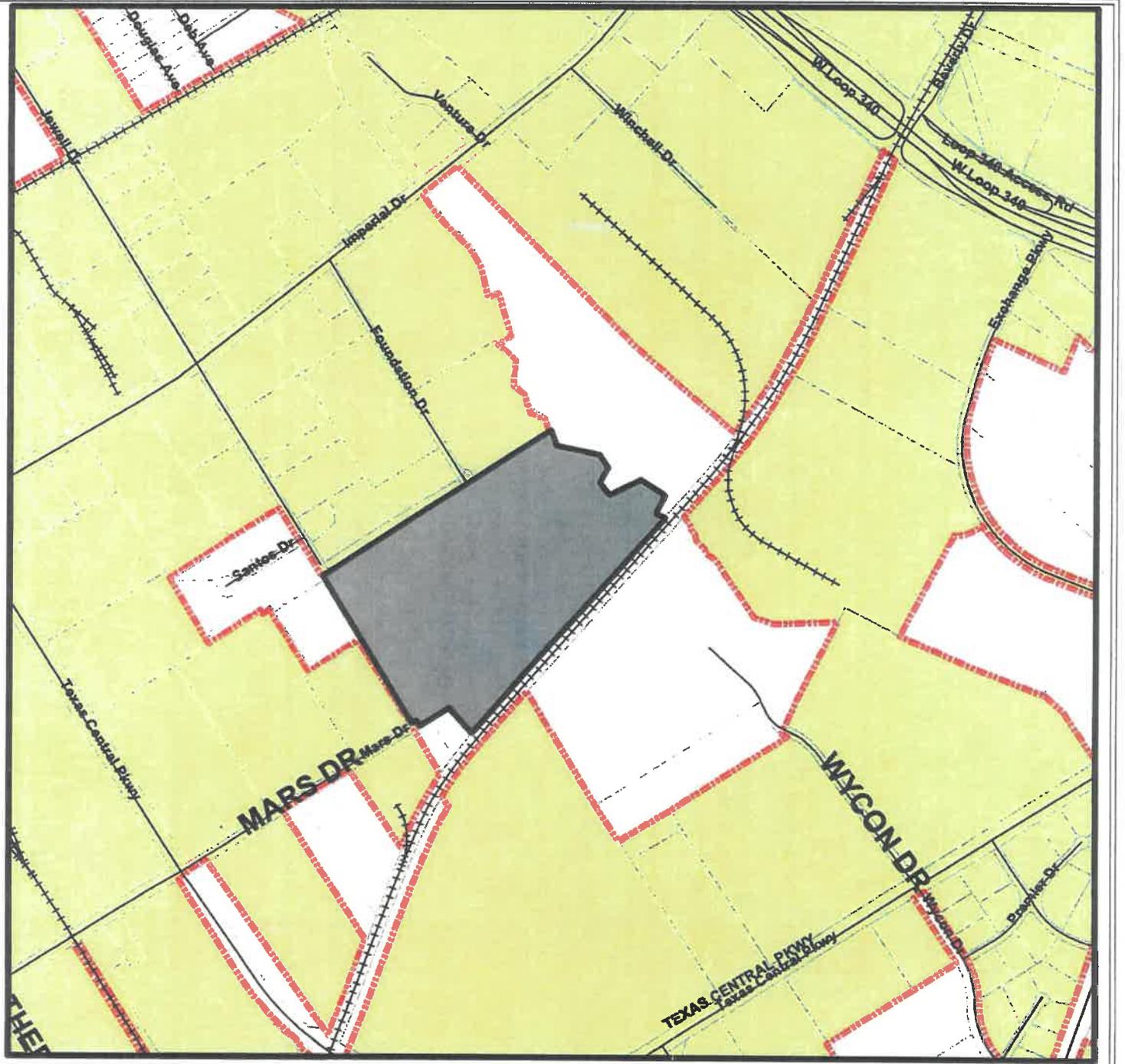
Annexation Petition
Approx. 64,891 acres
at the end of
Mars & Jewel Dr.
Location Map

- Proposed Annexation
- Waco City Limits

Proposed
M-2
Zoning



April, 2020



Home Layers Measure Location Search

Layers and Features

Mapping features provided by the Central Appraisal District. An icon indicates a feature will not be displayed until zoomed in enough to see them.

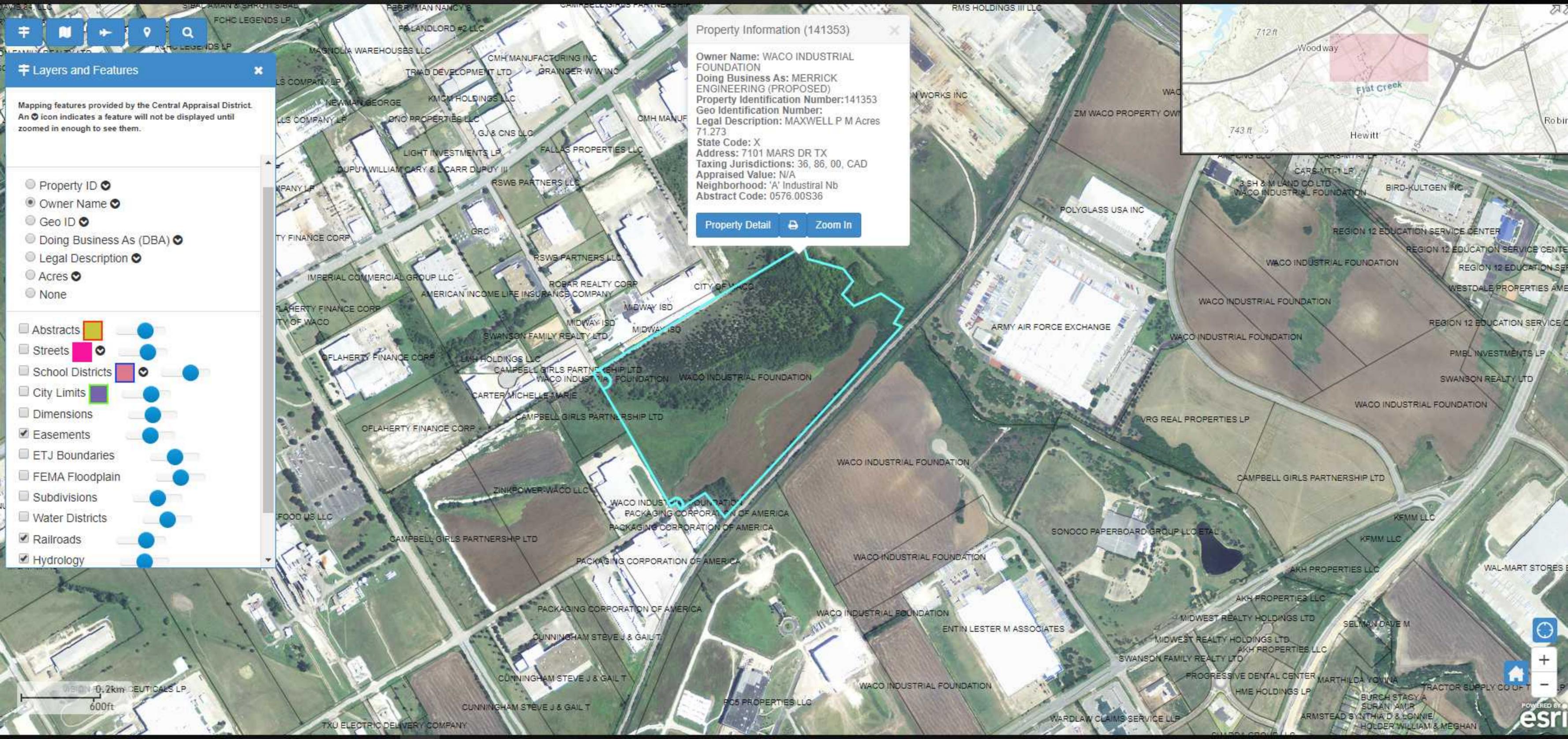
- Property ID
- Owner Name
- Geo ID
- Doing Business As (DBA)
- Legal Description
- Acres
- None

- Abstracts
- Streets
- School Districts
- City Limits
- Dimensions
- Easements
- ETJ Boundaries
- FEMA Floodplain
- Subdivisions
- Water Districts
- Railroads
- Hydrology

Property Information (141353)

Owner Name: WACO INDUSTRIAL FOUNDATION
 Doing Business As: MERRICK ENGINEERING (PROPOSED)
 Property Identification Number: 141353
 Geo Identification Number:
 Legal Description: MAXWELL P M Acres 71.273
 State Code: X
 Address: 7101 MARS DR TX
 Taxing Jurisdictions: 36, 86, 00, CAD
 Appraised Value: N/A
 Neighborhood: 'A' Industrial Nb
 Abstract Code: 0576.00S36

[Property Detail](#) [Zoom In](#)



Scale: 0.2km / 600ft
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 Home
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Layers and Features

Mapping features provided by the Central Appraisal District. An icon indicates a feature will not be displayed until zoomed in enough to see them.

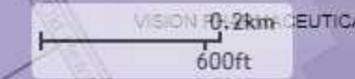
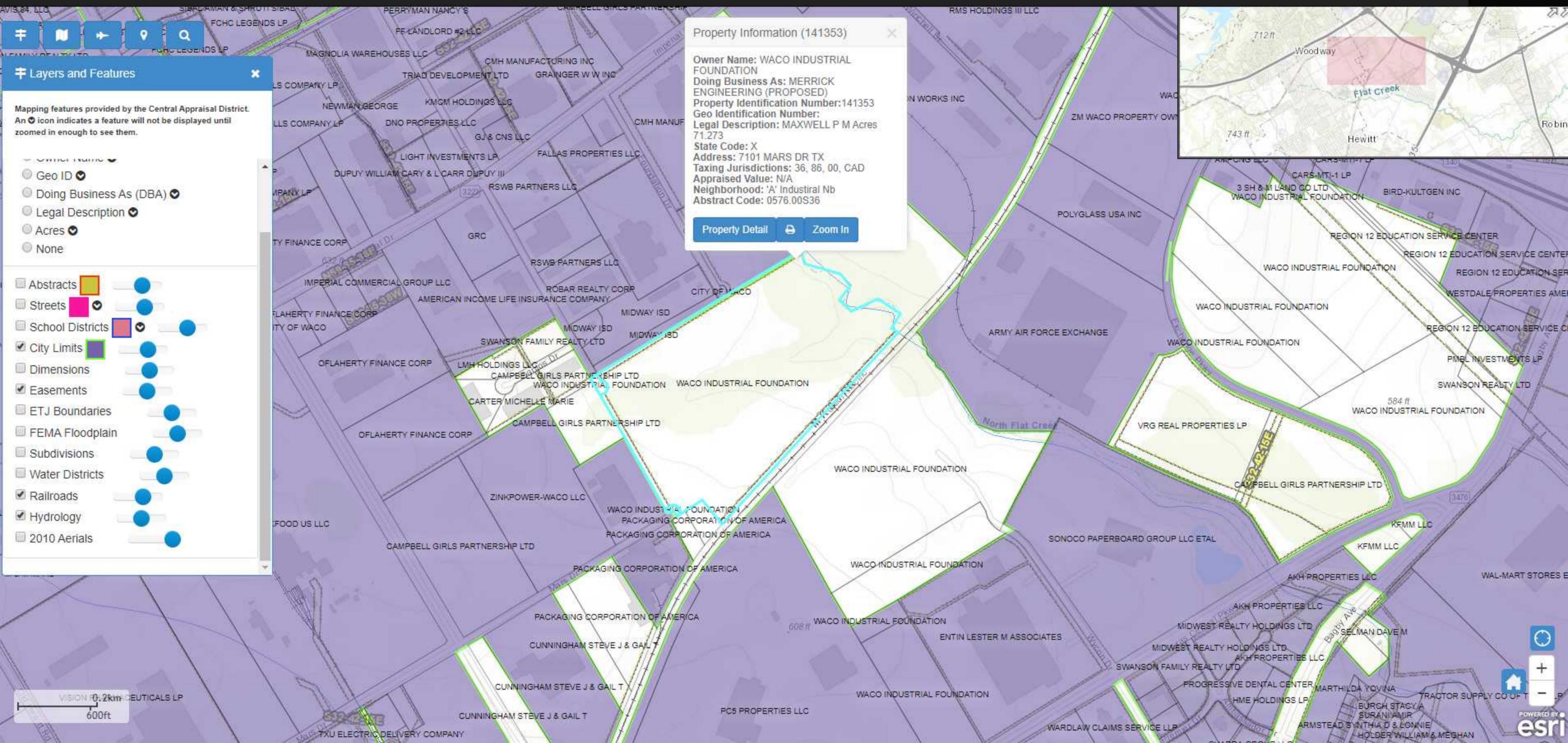
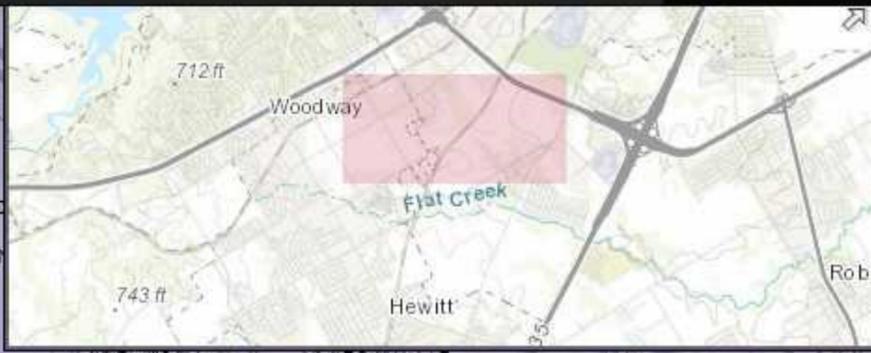
- Geo ID
- Doing Business As (DBA)
- Legal Description
- Acres
- None

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- ETJ Boundaries
- FEMA Floodplain
- Subdivisions
- Water Districts
- Railroads
- Hydrology
- 2010 Aerials

Property Information (141353)

Owner Name: WACO INDUSTRIAL FOUNDATION
 Doing Business As: MERRICK ENGINEERING (PROPOSED)
 Property Identification Number: 141353
 Geo Identification Number:
 Legal Description: MAXWELL P M Acres 71.273
 State Code: X
 Address: 7101 MARS DR TX
 Taxing Jurisdictions: 36, 86, 00, CAD
 Appraised Value: N/A
 Neighborhood: 'A' Industrial Nb
 Abstract Code: 0576.00S36

Property Detail Zoom In



Navigation icons: Refresh, Home, Zoom In, Zoom Out, and Powered by Esri logo.

DIVISION 21. - M-2 LIGHT INDUSTRIAL DISTRICT

Sec. 28-746. - Purpose.

The M-2 light industrial district is intended to provide for a wide variety of nuisance-free industrial uses and compatible related uses. The area, height, yard and other site requirements are designed to maintain long-term quality and economic vitality of development, and to encourage a compatible relationship with adjacent uses.

(Ord. No. 1986-49, § 1(4.2101), 9-16-86)

Sec. 28-747. - Permitted uses.

Permitted uses in the M-2 district are:

- (1) Offices.
- (2) Wholesale sales and distribution.
- (3) Warehouse storage.
- (4) Research laboratories, including the testing of nonhazardous products.
- (5) Craft and custom trades, such as bookbinding, jewelry manufacturing and upholstery.
- (6) Blueprint, photostating and copy services.
- (7) Lithographing, engraving, printing and publishing.
- (8) Catering establishments.
- (9) Radio and television broadcasting stations.
- (10) Beverage bottling and distribution.
- (11) Wholesale bakeries.
- (12) Indoor recreational facility.
- (13) Manufacturing of medical and dental equipment, drafting, optical and musical instruments; watches, clocks, toys and games.
- (14) Compounding of cosmetics, toiletries, drugs and pharmaceutical products.
- (15) Assembly of products from previously processed or fabricated materials.
- (16) Bottled gas sales and service.
- (17) Cellophane products manufacturing.
- (18) Ceramic products.
- (19) Commercial cleaning and dyeing works.
- (20) Carpet cleaning.
- (21) Cold storage or refrigerating plants.
- (22) Confectionery manufacturing.
- (23) Dairy products, processing and manufacturing.
- (24) Electrical parts, assembly and manufacturing.
- (25) Fiber products manufacturing (previously prepared fiber).

- (26) Food products manufacturing and canning (except fish products, sauerkraut, vinegar, yeast and rendering or refining of fats and oils).
- (27) Foundry casting; lightweight nonferrous metals (no manganese, brass, bronze, zinc).
- (28) Furniture manufacturing.
- (29) Garment manufacturing.
- (30) Glass products manufacturing.
- (31) Greenhouses and nurseries (retail or wholesale).
- (32) Ironworks, ornamental (no foundry, drop hammer and no punch presses over 20-ton capacity).
- (33) Jewelry manufacturing.
- (34) Commercial laundry plants.
- (35) Leather products manufacturing (previously prepared leather).
- (36) Lumberyards.
- (37) Heavy machinery, farm sales, repairing and overhauling, rental and storage.
- (38) Millwork and cabinetmaking.
- (39) Paint mixing and treatment (not employing a boiling process).
- (40) Paper products manufacturing (previously prepared material).
- (41) Parcel and express delivery services.
- (42) Plastic products manufacturing (previously prepared material).
- (43) Railroad depots, passenger and freight.
- (44) Sheet metal products (light).
- (45) Sign painting shops.
- (46) Wireless communication system antennas on alternate independent support structures.
- (47) Textile products manufacturing.
- (48) Tire retreading, recapping or rebuilding.
- (49) Tool and machinery manufacturing (no drop hammers or punch presses of over 20 tons).
- (50) Water distillation.
- (51) Well-drilling services and shops.
- (52) Wood products manufacturing (assembling work and finishing).
- (53) Repair and servicing of automobiles and other motorized vehicles.
- (54) Self-storage warehouses.
- (55) Public uses such as parks, buildings and municipal zoos, but not including libraries.
- (56) Fire stations, police stations, artesian wells, pumping stations, lakes, boat docks, boathouses, water supply reservoirs, filter beds, water tanks, towers or standpipes, and marinas.
- (57) Railroad rights-of-way, railroad tracks, bridges and signals.
- (58) Public utilities; poles, wires and transmission and/or distribution lines and other transmission and distributing appurtenances, but not including office buildings or storage facilities, electrical energy production facilities, transformers or relay substations.
- (59) Accessory off-street and loading facilities subject to the provisions of article VII of this chapter.

- (60) Accessory signs subject to the provisions of article VIII of this chapter.
- (61) Other accessory uses subject to the provisions of section 28-926.
- (62) Air-conditioning and heating sales and service.
- (63) Contractors' shops.
- (64) Office buildings.
- (65) Office and business equipment sales offices.
- (66) Plumbing sales and service.
- (67) Rental of heavy equipment and machinery.
- (68) Roofing sales and service.
- (69) Agriculture, farming and raising agriculture products.
- (70) Assembly plants.
- (71) Motor freight and truck service terminals.
- (72) Screened open storage from public view; however, this shall not include the storage of salvaged motor vehicle parts.
- (73) Public utilities; shops, yards, generation, storage and substations.
- (74) Stone monument manufacturing and engraving.
- (75) Welding shops.
- (76) Fabrication of concrete products.
- (77) Home occupations in nonconforming residential uses subject to the provisions of section 28-928 and all other applicable provisions of this chapter.
- (78) Licensed group homes.
- (79) Schools including private or public schools, elementary and secondary schools, preschools, kindergartens, nursery schools and special schools, provided the use meets all setback, lot size and other development requirements applicable.
- (80) Commercial and vocational schools.
- (81) Child care facilities.
- (82) Monopole, lattice, guy wire, and stealth antenna structure not to exceed 199 feet in height for wireless communication system.
- (83) Religious institutions.
- (84) Adult day care facilities.
- (85) Sale of alcoholic beverages for on-premise consumption, provided that such use occurs on not more than four occasions in a calendar year for a total of not more than eight days.
- (86) Indoor amusement facility.
- (87) Enclosed outside storage subject to the provisions of section 28-926.
- (88) Outside display subject to the provisions of section 28-926.
- (89) Mortuary services.
- (90) Vineyards.
- (91) Wineries.

- (92) Excavation, mining and/or removal of material limited to sand, soil or gravel, as an accessory use for the purpose of construction on the property or development of the property for a permitted use by right or by special permit; provided the excavation, mining and/or removal of material meet the following:
 - a. The amount of material being removed from the site is not more than 125,000 cubic yards;
 - b. A site grading permit is issued meeting all requirements of article III, division 3 of this chapter for a period of time that is specified in the site grading permit which period of time shall be reasonable for the amount of work that is being done as part of the construction on the property or development of the property for a permitted use, as determined by the building official; and
 - c. If excavation, mining and/or removal of material is intended to create a water body or lake as an accessory use, the area of the water body or lake cannot exceed ten percent of the total area of the tract or lot where it is being constructed. This applies to the parent tract or lot and further division of the parent tract or lot will not permit additional water bodies or lake to exceed ten percent of the total area of the parent tract or lot.
- (93) Farmers' markets (except on lots containing only single-family uses) provided that a farmers' market permit has been issued in accordance with chapter 13 of this Code.
- (94) Sale of alcohol for off-premise consumption provided that such use occurs at a permitted farmers' market.
- (95) Community gardens provided that a community garden permit has been issued in accordance with chapter 13 of this Code (unless such permit is not required under chapter 13 of this Code).
- (96) Temporary commercial parking facility.

(Ord. No. 1986-49, § 1(4.2102), 9-16-86; Ord. No. 1987-24, §§ 13, 18, 12-21-87; Ord. No. 1988-45, §§ 3, 12, 10-18-88; Ord. No. 1989-30, § 1, 7-18-89; Ord. No. 1990-61, §§ 7, 10, 14, 16, 17, 12-18-90; Ord. No. 1997-25A, § 1, 6-17-97; Ord. No. 1997-30, § 1(p), (q), 7-1-97; Ord. No. 1999-67, § 1, 1-4-00; Ord. No. 2001-48, § 1, 4-3-01; Ord. No. 2003-0405, § 1, 7-15-03; Ord. No. 2005-0037, § 2, 1-4-05; Ord. No. 2005-287, § 2, 5-3-05; Ord. No. 2005-437, § 2, 8-2-05; Ord. No. 2007-290, § 3, 5-1-07; Ord. No. 2008-453, § 3, 9-2-08; Ord. No. 2010-692, § 1, 12-7-10; Ord. No. 2011-116, § 1, 3-1-11; Ord. No. 2013-483, § 1, 8-20-13; [Ord. No. 2014-432, § 1, 8-5-14](#).)

Sec. 28-748. - Special uses.

Uses which may be allowed in the M-2 district by special permit in accordance with the provisions of section 28-121 et seq. are:

- (1) Airport or heliport, subject to approval of the Federal Aviation Administration.
- (2) Excavation, mining and/or removal of any material, including, but not limited to, sand, soil and gravel, as an accessory use for the purpose of construction on the property or development of the property for a permitted use by right or by special permit, if (1) the amount of material being removed from the site is more than 125,000 cubic yards, or (2) the excavation and/or mining involving the removal of material is intended to construct a water body or lake as an accessory use and the area of the water body or lake exceeds ten percent of the total area of the lot or tract where it is being constructed; provided the excavation, mining and/or removal is conducted in accordance with all terms and conditions of the special use permit, the surface mining and excavation guidelines and all other applicable ordinances and codes of the city and meets the following conditions:
 - a. The property on which the excavation, mining and/or removal operation is conducted is not located within 1,000 feet of 26 or more dwelling units, and

- b. Trucks used to transport excavated material from an excavation or mining operation site shall not be driven on a local or collector street that provides vehicular access to a residential subdivision containing 26 or more dwelling units.
- (3) Any production, processing, cleaning, servicing, testing, repair or storage of materials, goods or products of a nonhazardous nature which is not a permitted use and which will not be injurious or offensive to the occupants of adjacent premises.
- (4) Chemical storage.
- (5) Kennels and stables.
- (6) Petroleum refining and storage.
- (7) Motels or hotels including attached restaurants and/or clubs which sell alcoholic beverages for on-premises consumption.
- (8) Residential quarters for caretakers and similar personnel.
- (9) Vocational education.
- (10) Auto, boat and recreation vehicles; sale, rental, parts, repair and storage (new and used, but not including wrecking yards).
- (11) Commercial uses listed herein which are grouped at street intersections and which primarily provide services to persons working within the industrial areas:
 - a. Restaurants, which may include a drive-in or drive-in windows.
 - b. Convenience grocery stores, which may include the sale of auto fuel and alcoholic beverages for off-premises consumption.
 - c. Personal service shops.
 - d. Dry-cleaning/laundry services, which shall not include self-service facilities or laundromat.
 - e. Medical clinics.
 - f. Pharmacies.
- (12) Automobile carwashing establishments.
- (13) Monopole, lattice, guy wire, and stealth antenna structure for wireless communication system if height exceeds 199 feet.
- (14) Reserved.
- (15) Transitional shelter II.
- (16) Shelters.
- (17) Halfway houses.
- (18) Crematory services.
- (19) Excavation, mining and/or removal of any material, including, but not limited to, oil, sand and gravel, for any purpose other than construction on the property or development of the property; provided the excavation, mining and/or removal is conducted in accordance with all terms and conditions of the special use permit, the surface mining and excavation guidelines, all other applicable ordinances and codes of the city and the following distance requirements:
 - a. The property on which the excavation, mining and/or removal operation is conducted is not located within 1,000 feet of 26 or more dwelling units, and
 - b. Trucks used to transport excavated material from an excavation or mining operation site shall not be driven on a local or collector street that provides vehicular access to a residential subdivision containing 26 or more dwelling units.

- (20) Recreational vehicle parks provided that it is located on property adjacent to a major state highway (Interstate 35, Loop 340/Highway 6, Highway 84, and Highway 77/Business Highway 77) subject to chapter 15 of the Code.

(Ord. No. 1986-49, § 1(4.2103), 9-16-86; Ord. No. 1987-3, §§ 8, 18, 2-17-87; Ord. No. 1987-24, §§ 1, 4, 12-21-87; Ord. No. 1987-64, §§ 1, 2, 11-24-87; Ord. No. 1988-45, § 11, 10-18-88; Ord. No. 1988-73, § 6, 1-3-89; Ord. No. 1990-13, § 7, 4-17-90; Ord. No. 1990-61, § 13, 12-18-90; Ord. No. 1997-30, § 1(t), 7-1-97; Ord. No. 1998-53, § 1, 2-2-99; Ord. No. 2001-48, § 1, 4-3-01; Ord. No. 2003-0405, § 1, 7-15-03; Ord. No. 2004-0332, § 1, 6-15-04; Ord. No. 2007-496, § 3, 8-7-07; Ord. No. 2010-131, § 1, 3-2-10; Ord. No. 2010-692, § 1, 12-7-10; Ord. No. 2011-117, § 1, 3-1-11; Ord. No. 2013-481, § 1, 8-20-13; Ord. No. 2013-483, § 1, 8-20-13)

Sec. 28-749. - Lot area.

Except as otherwise provided in section 28-901, every lot in the M-2 district upon which a structure or use is erected, altered or maintained shall have:

- (1) *All permitted uses.* An area of not less than 15,000 square feet; and a minimum width of 75 feet.
- (2) *Uses allowed by special permit.* Same as for permitted uses, subject to the provisions of section 28-130.

(Ord. No. 1986-49, § 1(4.2104), 9-16-86)

Sec. 28-750. - Height restrictions.

Except as provided in section 28-903, no structure or use in the M-2 district shall be erected, altered or maintained which exceeds six stories or 90 feet in height.

(Ord. No. 1986-49, § 1(4.2105), 9-16-86)

Sec. 28-751. - Yard requirements.

Except as provided in section 28-904, no structure or use in the M-2 district shall be erected, altered or maintained unless the following yards are provided:

- (1) *All permitted uses.* A front yard of not less than 25 feet; and no minimum side or rear yard is required, except that:
 - a. A side yard of not less than ten feet shall be required where the side yard is adjacent to a side street or as provided in section 28-904(f).
 - b. Any rear or side yard abutting an R-3 or O district shall not be less than 15 feet.
 - c. Any rear or side yard abutting an R-1 or R-2 district shall not be less than 25 feet.
 - d. All required yards shall be increased by one foot for every two feet, or fraction thereof, by which a principal structure exceeds 45 feet in height.
- (2) *Uses allowed by special permit.* Same as for permitted uses in subsection (1) of this section, subject to the provisions of section 28-130.

(Ord. No. 1986-49, § 1(4.2106), 9-16-86)

Sec. 28-752. - Additional regulations.

Uses in the M-2 district shall also comply with the following regulations:

- (1) Accessory open storage shall be entirely screened from view to a height of six feet.
- (2) Section 28-171 requiring review of development plans for all uses except single-family dwellings.
- (3) Chapter 9 regulating development in the escarpment zone.
- (4) Chapter 11 regulating development in floodplains.

(Ord. No. 1986-49, § 1(4.2107), 9-16-86)

Sec. 28-753. - Distance requirements.

- (a) A transitional shelter located in the M-2 district shall be located at least 500 feet from any lot used for a school, day care center, or another transitional shelter, community home II, shelter, or halfway house.
- (b) A shelter located in the M-2 district shall be located at least 500 feet from any lot used for a school, day care center, or another shelter, community home II, transitional shelter, or halfway house and shall be located at least 500 feet from property zoned R-1A or R-1B.
- (c) A halfway house located in the M-2 district shall be located at least 500 feet from any lot zoned residential and at least 1,000 feet from any lot used for a school, day care center, or another halfway house, community home II, transitional shelter, or shelter.

(Ord. No. 2004-0332, § 1, 6-15-04)

Secs. 28-754—28-770. - Reserved.

RECEIVED

APR 23 2020

MCLENNAN COUNTY
ENGINEER

NOTICE OF INTENT TO ANNEX AND PUBLIC HEARINGS

Date: April 16, 2020

Dear Sir or Madam:

This is to advise you that the City of Waco proposes to institute voluntary annexation proceedings to annex territory described as 93.169 acres of land, more or less out of the BENJAMIN C. WALLACE SURVEY, ABSTRACT NO. 915, W.L. HASPER SURVEY, ABSTRACT NO. 1119, P.M. MAXWELL SURVEY, ABSTRACT NO. 576, B.B.B. AND C.C.R. CO. ABSTRACT NO. 155, CARLOS O'CAMPO SURVEY, ABSTRACT NO 32, MCLENNAN COUNTY, TEXAS. This property is located along Exchange Parkway between Loop 340 and Texas Central Parkway, and further located within Waco's Extraterritorial Jurisdiction (See attached map). The property described above are collectively referred to herein as "the Property."

This notice is sent to inform you that public hearings will be held concerning the proposed annexation, the designation of General Industrial as the Comprehensive Plan land use designation and the designation of M-2 Light Industrial District zoning for the Property at the meetings of the Waco City Council and City Plan Commission as set forth below. You or other interested persons are encouraged to attend these meetings and express your approval or disapproval of the proposed annexation, the proposed land use designation and the proposed zoning designation. If the dates, times, or location of these public hearings change, you will be sent another notice.

NOTICE OF PUBLIC HEARING BEFORE THE CITY PLAN COMMISSION

The City Plan Commission will hold a Public Hearing On Tuesday, April 28, 2020, at 7:00 p.m. in the Waco Convention Center, Bosque Theatre, 100 Washington Avenue, Waco, Texas. Said hearing will be closed to the public in accordance with social distancing guidelines. Members of the public who wish to speak on this item must sign up by email, by emailing clintp@wacotx.gov, or by calling (254) 750-5650 no later than 5:00 p.m. Monday, April 27, 2020 for staff assistance. Please provide the phone number that City Staff will use to call you during the meeting

NOTICE OF PUBLIC HEARINGS BEFORE THE WACO CITY COUNCIL

The Waco City Council will hold a public hearing on Tuesday, May 19, 2020 at 6:00 p.m. in the Waco Convention Center, Bosque Theatre, 100 Washington Avenue, Waco, Texas. We anticipate said hearing to be closed to the public in accordance with social distancing guidelines. Members of the public who wish to speak on this item must sign up online <https://www.waco-texas.com/council-speaker.asp>, by emailing citysecretary@wacotx.gov, or by calling (254) 750-5750 no later than 5:00 p.m. Monday, May 18, 2020 for staff assistance. Please provide the phone number that City Staff will use to call you during the meeting.

Clint Peters, AICP
Director
Planning/ Inspections Services

NO OTHER NOTICE WILL BE MAILED CONCERNING THESE PUBLIC HEARINGS (UNLESS THE DATES, TIMES OR LOCATION OF THESE PUBLIC HEARINGS CHANGE)

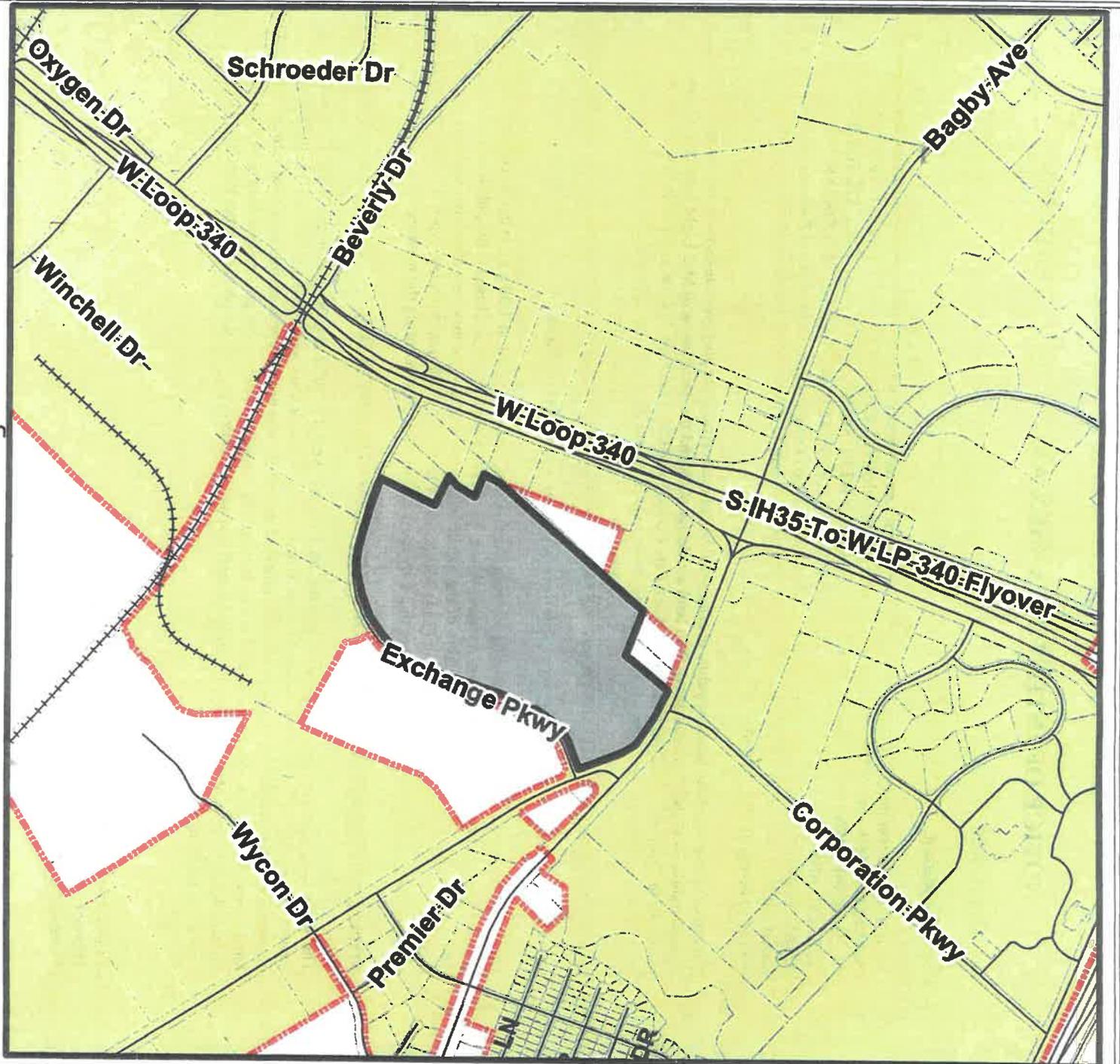
Annexation Petition
Approx. 93.169 acres
along Exchange Pkwy.
Location Map

-  Waco City Limits
-  Proposed Annexation

**Proposed
M-2
Zoning**



April, 2020





WACO, TEXAS

Walt Strickland

Constable, Pct. 1
501 Washington Avenue, Suite 101
Waco, Texas 76701

Office: (254) 757-5026
Fax: (254) 757-5056

Date: 04/29/2020

To: Commissioner's Court

From: Walt Strickland, Constable Pct. 1

Dear Commissioners:

I am submitting Nathan C. Bobbett to fill the Deputy Constable-Part Time position in my office to be effective 5 - 5 - 20.

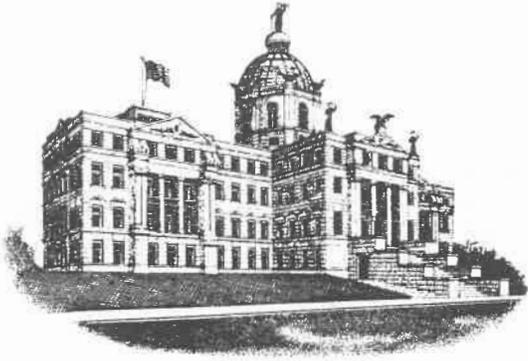
Nathan C. Bobbett meets all statutory requirements in accordance with the Local Government Code, Chapter 86 - Constable, Subchapter B - Deputies, Section 86.011, Appointment of Deputy Constable.

Thank you for your cooperation in this matter.

Sincerely,

A handwritten signature in black ink, appearing to be "Walt Strickland", written over a faint, larger version of the signature.

Walt Strickland, Constable Pct. 1



WACO, TEXAS

WAYNE CANADAY
DIRECTOR
MAINTENANCE OF EQUIPMENT
623 WASHINGTON AVENUE
WACO, TEXAS 76701

Date: April 30, 2020

Subject: Retirement Announcement - Wayne Canaday

Dear Judge Felton:

I would like to inform you that I am retiring from my position of Director Maintenance of Equipment on May 31, 2020. My last day to work is May 29, 2020. I have been working in this position for the last 27 years. I cannot explain in words what the county has given me and how grateful I am in allowing me to grow professionally as well as personally.

Just after four months on the job I never thought that I would be working with ATF, FBI and the Sheriff Department with the Branch Davidian conflict and West Fertilizer explosion. Then after about six months the opening for the Director of Maintenance of Equipment opened up and I applied for the position and it was awarded to me. This position has allowed me to grow in so many areas from yearly budgets, tower and jail projects, working with the Secret Service for President George Bush. Sometimes I was amazed that we were able to get everything done when we were just a small department.

Thank you for making my career wonderful, and I will miss each one of you immensely.

Sincerely,

A handwritten signature in cursive script that reads "Wayne Canaday".

Wayne Canaday

Cc: Amanda Talbert

Randy H. Riggs, CPA, PCC
McLennan County
Tax Assessor/Collector



P O Box 406
Waco, TX 76703
(254) 757-5130
Fax (254) 757-5141
Randy.Riggs@co.mclennan.tx.us

April 13, 2020

Judge Scott Felton
McLennan County
P.O. Box 1728
Waco, TX 76703

Dear Judge Felton:

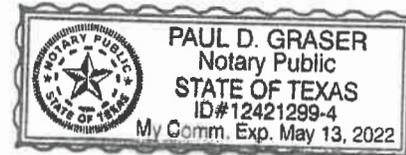
Please see enclosed the detailed Deposit Distribution Report by year and fund for the previous month.

I, Randy H. Riggs, Tax Collector of McLennan County do solemnly swear that the enclosed statement of all taxes collected by me during the month of March 2020 is true and correct.

SWORN to and subscribed before me this April 13, 2020.


Randy H. Riggs, Tax Assessor/Collector


Notary Public, McLennan County
Commission Expires 5-13-22



04/01/2020 07:23:23 3440490
 TC298-D SELECTION: DEPOSIT
 RECEIPT DATE: ALL
 LOCATION: ALL

TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 FROM: 03/01/2020 THRU 03/31/2020
 JURISDICTION: 0001 COUNTY OF MCLENNAN

| YEAR | FUND | TAX RATE | LEVY PAID | DISCOUNT GIVEN | PENALTY INTEREST | TIF AMOUNT | DISBURSE TOTAL | ATTORNEY | OTHER FEES | REFUND AMOUNT | PAYMENT AMOUNT |
|------|-------|----------|--------------|----------------|------------------|------------|----------------|-----------|------------|---------------|----------------|
| 2019 | M & O | .461456 | 1,208,564.28 | .00 | 56,626.19 | 6,493.52- | 1,258,696.95 | 5,146.03 | .00 | .00 | 1,270,336.50 |
| | I & S | .023837 | 62,429.62 | .00 | 2,925.27 | 335.45- | 65,019.44 | .00 | .00 | .00 | 65,354.89 |
| | TOTAL | .485293 | 1,270,993.90 | .00 | 59,551.46 | 6,828.97- | 1,323,716.39 | 5,146.03 | .00 | .00 | 1,335,691.39 |
| 2018 | M & O | .460983 | 66,747.65 | .00 | 16,908.63 | .00 | 83,656.28 | 18,709.38 | .00 | .00 | 102,365.66 |
| | I & S | .024310 | 3,519.94 | .00 | 891.61 | .00 | 4,411.55 | .00 | .00 | .00 | 4,411.55 |
| | TOTAL | .485293 | 70,267.59 | .00 | 17,800.24 | .00 | 88,067.83 | 18,709.38 | .00 | .00 | 106,777.21 |
| 2017 | M & O | .480558 | 9,095.02 | .00 | 3,874.40 | .16- | 12,969.26 | 2,664.65 | .00 | .00 | 15,634.07 |
| | I & S | .024735 | 468.21 | .00 | 199.43 | .01- | 667.63 | .00 | .00 | .00 | 667.64 |
| | TOTAL | .505293 | 9,563.23 | .00 | 4,073.83 | .17- | 13,636.89 | 2,664.65 | .00 | .00 | 16,301.71 |
| 2016 | M & O | .500894 | 4,172.91 | .00 | 1,936.18 | .00 | 6,109.09 | 1,013.14 | .00 | .00 | 7,122.23 |
| | I & S | .024399 | 203.29 | .00 | 94.27 | .00 | 297.56 | .00 | .00 | .00 | 297.56 |
| | TOTAL | .525293 | 4,376.20 | .00 | 2,030.45 | .00 | 6,406.65 | 1,013.14 | .00 | .00 | 7,419.79 |
| 2015 | M & O | .511066 | 4,437.80 | .00 | 2,302.39 | .00 | 6,740.19 | 981.08 | .00 | .00 | 7,721.27 |
| | I & S | .024227 | 210.39 | .00 | 109.13 | .00 | 319.52 | .00 | .00 | .00 | 319.52 |
| | TOTAL | .535293 | 4,648.19 | .00 | 2,411.52 | .00 | 7,059.71 | 981.08 | .00 | .00 | 8,040.79 |
| 2014 | M & O | .509052 | 1,857.08 | .00 | 1,054.29 | .00 | 2,911.37 | 313.89 | .00 | .00 | 3,225.26 |
| | I & S | .026241 | 95.73 | .00 | 54.36 | .00 | 150.09 | .00 | .00 | .00 | 150.09 |
| | TOTAL | .535293 | 1,952.81 | .00 | 1,108.65 | .00 | 3,061.46 | 313.89 | .00 | .00 | 3,375.35 |
| 2013 | M & O | .505891 | 1,287.59 | .00 | 1,065.50 | 99.34- | 2,253.75 | 313.07 | .00 | .00 | 2,666.16 |
| | I & S | .029402 | 74.85 | .00 | 61.93 | 5.77- | 131.01 | .00 | .00 | .00 | 136.78 |
| | TOTAL | .535293 | 1,362.44 | .00 | 1,127.43 | 105.11- | 2,384.76 | 313.07 | .00 | .00 | 2,802.94 |
| 2012 | M & O | .425268 | 392.34 | .00 | 371.41 | .00 | 763.75 | 158.91 | .00 | .00 | 922.66 |
| | I & S | .035305 | 32.57 | .00 | 30.84 | .00 | 63.41 | .00 | .00 | .00 | 63.41 |
| | TOTAL | .460573 | 424.91 | .00 | 402.25 | .00 | 827.16 | 158.91 | .00 | .00 | 986.07 |
| 2011 | M & O | .406751 | 233.18 | .00 | 245.86 | .00 | 479.04 | 97.91 | .00 | .00 | 576.95 |
| | I & S | .035959 | 20.61 | .00 | 21.75 | .00 | 42.36 | .00 | .00 | .00 | 42.36 |
| | TOTAL | .442710 | 253.79 | .00 | 267.61 | .00 | 521.40 | 97.91 | .00 | .00 | 619.31 |
| 2010 | M & O | .404228 | 217.69 | .00 | 253.82 | .00 | 471.51 | 96.53 | .00 | .00 | 568.04 |
| | I & S | .038482 | 20.74 | .00 | 24.17 | .00 | 44.91 | .00 | .00 | .00 | 44.91 |
| | TOTAL | .442710 | 238.43 | .00 | 277.99 | .00 | 516.42 | 96.53 | .00 | .00 | 612.95 |
| 2009 | M & O | .399900 | 24.65 | .00 | 25.36 | .00 | 50.01 | 6.11 | .00 | .00 | 56.12 |
| | I & S | .043200 | 2.66 | .00 | 2.74 | .00 | 5.40 | .00 | .00 | .00 | 5.40 |
| | TOTAL | .443100 | 27.31 | .00 | 28.10 | .00 | 55.41 | 6.11 | .00 | .00 | 61.52 |
| 2008 | M & O | .400608 | 28.77 | .00 | 37.41 | .00 | 66.18 | 12.93 | .00 | .00 | 79.11 |
| | I & S | .049892 | 3.58 | .00 | 4.66 | .00 | 8.24 | .00 | .00 | .00 | 8.24 |
| | TOTAL | .450500 | 32.35 | .00 | 42.07 | .00 | 74.42 | 12.93 | .00 | .00 | 87.35 |

04/01/2020 07:23:23 3440490
 TC298-D SELECTION: DEPOSIT
 RECEIPT DATE: ALL
 LOCATION: ALL

TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 FROM: 03/01/2020 THRU 03/31/2020
 JURISDICTION: 0001 COUNTY OF MCLENNAN

| YEAR | FUND | TAX RATE | LEVY PAID | DISCOUNT GIVEN | PENALTY INTEREST | TIF AMOUNT | DISBURSE TOTAL | ATTORNEY | OTHER FEES | REFUND AMOUNT | PAYMENT AMOUNT |
|------|-------|----------|--------------|----------------|------------------|------------|----------------|-----------|------------|---------------|----------------|
| 2007 | M & O | .399500 | 105.82 | .00 | 113.71 | .00 | 219.53 | 30.55 | .00 | .00 | 250.08 |
| | I & S | .053400 | 14.13 | .00 | 15.20 | .00 | 29.33 | .00 | .00 | .00 | 29.33 |
| | TOTAL | .452900 | 119.95 | .00 | 128.91 | .00 | 248.86 | 30.55 | .00 | .00 | 279.41 |
| 2006 | M & O | .383600 | 102.69 | .00 | 123.85 | .00 | 226.54 | 33.64 | .00 | .00 | 260.18 |
| | I & S | .056400 | 15.09 | .00 | 18.22 | .00 | 33.31 | .00 | .00 | .00 | 33.31 |
| | TOTAL | .440000 | 117.78 | .00 | 142.07 | .00 | 259.85 | 33.64 | .00 | .00 | 293.49 |
| 2005 | M & O | .391100 | 95.20 | .00 | 125.30 | .00 | 220.50 | 33.15 | .00 | .00 | 253.65 |
| | I & S | .057500 | 13.99 | .00 | 18.42 | .00 | 32.41 | .00 | .00 | .00 | 32.41 |
| | TOTAL | .448600 | 109.19 | .00 | 143.72 | .00 | 252.91 | 33.15 | .00 | .00 | 286.06 |
| 2004 | M & O | .372500 | 96.66 | .00 | 137.72 | .00 | 234.38 | 36.02 | .00 | .00 | 270.40 |
| | I & S | .060400 | 15.68 | .00 | 22.34 | .00 | 38.02 | .00 | .00 | .00 | 38.02 |
| | TOTAL | .432900 | 112.34 | .00 | 160.06 | .00 | 272.40 | 36.02 | .00 | .00 | 308.42 |
| 2003 | M & O | .363200 | 138.08 | .00 | 207.98 | .00 | 346.06 | 39.38 | .00 | .00 | 385.44 |
| | I & S | .068200 | 25.93 | .00 | 39.05 | .00 | 64.98 | .00 | .00 | .00 | 64.98 |
| | TOTAL | .431400 | 164.01 | .00 | 247.03 | .00 | 411.04 | 39.38 | .00 | .00 | 450.42 |
| 2002 | M & O | .349300 | 56.09 | .00 | 94.44 | .00 | 150.53 | 19.07 | .00 | .00 | 169.60 |
| | I & S | .067800 | 10.88 | .00 | 18.33 | .00 | 29.21 | .00 | .00 | .00 | 29.21 |
| | TOTAL | .417100 | 66.97 | .00 | 112.77 | .00 | 179.74 | 19.07 | .00 | .00 | 198.81 |
| 2001 | M & O | .375900 | 9.71 | .00 | 22.22 | .00 | 31.93 | 5.83 | .00 | .00 | 37.76 |
| | I & S | .082000 | 2.12 | .00 | 4.85 | .00 | 6.97 | .00 | .00 | .00 | 6.97 |
| | TOTAL | .457900 | 11.83 | .00 | 27.07 | .00 | 38.90 | 5.83 | .00 | .00 | 44.73 |
| 2000 | M & O | .373500 | 12.06 | .00 | 29.06 | .00 | 41.12 | 7.37 | .00 | .00 | 48.49 |
| | I & S | .072900 | 2.35 | .00 | 5.67 | .00 | 8.02 | .00 | .00 | .00 | 8.02 |
| | TOTAL | .446400 | 14.41 | .00 | 34.73 | .00 | 49.14 | 7.37 | .00 | .00 | 56.51 |
| 1999 | M & O | .361100 | 11.66 | .00 | 29.49 | .00 | 41.15 | 7.11 | .00 | .00 | 48.26 |
| | I & S | .054600 | 1.76 | .00 | 4.46 | .00 | 6.22 | .00 | .00 | .00 | 6.22 |
| | TOTAL | .415700 | 13.42 | .00 | 33.95 | .00 | 47.37 | 7.11 | .00 | .00 | 54.48 |
| ALL | M & O | | 1,297,686.93 | .00 | 85,585.21 | 6,593.02- | 1,376,679.12 | 29,725.75 | .00 | .00 | 1,412,997.89 |
| ALL | I & S | | 67,184.12 | .00 | 4,566.70 | 341.23- | 71,409.59 | .00 | .00 | .00 | 71,750.82 |
| ALL | TOTAL | | 1,364,871.05 | .00 | 90,151.91 | 6,934.25- | 1,448,088.71 | 29,725.75 | .00 | .00 | 1,484,748.71 |
| DLQ | M & O | | 89,122.65 | .00 | 28,959.02 | 99.50- | 117,982.17 | 24,579.72 | .00 | .00 | 142,661.39 |
| DLQ | I & S | | 4,754.50 | .00 | 1,641.43 | 5.78- | 6,390.15 | .00 | .00 | .00 | 6,395.93 |
| DLQ | TOTAL | | 93,877.15 | .00 | 30,600.45 | 105.28- | 124,372.32 | 24,579.72 | .00 | .00 | 149,057.32 |

04/01/2020 07:23:23 3440490
 TC298-D SELECTION: DEPOSIT
 RECEIPT DATE: ALL
 LOCATION: ALL

TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 FROM: 03/01/2020 THRU 03/31/2020
 JURISDICTION: 0001 COUNTY OF MCLENNAN

PAGE: 3
 INCLUDES AG ROLLBACK

| YEAR | FUND | TAX RATE | LEVY PAID | DISCOUNT GIVEN | PENALTY INTEREST | TIF AMOUNT | DISBURSE TOTAL | ATTORNEY | OTHER FEES | REFUND AMOUNT | PAYMENT AMOUNT |
|------|------------|----------|--------------|----------------|------------------|------------|----------------|----------|------------|---------------|----------------|
| | CURR M & O | | 1,208,564.28 | .00 | 56,626.19 | 6,493.52- | 1,258,696.95 | 5,146.03 | .00 | .00 | 1,270,336.50 |
| | CURR I & S | | 62,429.62 | .00 | 2,925.27 | 335.45- | 65,019.44 | .00 | .00 | .00 | 65,354.89 |
| | CURR TOTAL | | 1,270,993.90 | .00 | 59,551.46 | 6,828.97- | 1,323,716.39 | 5,146.03 | .00 | .00 | 1,335,691.39 |

04/01/2020 07:23:23 3440490
 TC298-D SELECTION: DEPOSIT
 RECEIPT DATE: ALL
 LOCATION: ALL

TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 FROM: 03/01/2020 THRU 03/31/2020
 JURISDICTION: 0002 FARM TO MARKET ROAD

| YEAR | FUND | TAX RATE | LEVY PAID | DISCOUNT GIVEN | PENALTY INTEREST | TIF AMOUNT | DISBURSE TOTAL | ATTORNEY | OTHER FEES | REFUND AMOUNT | PAYMENT AMOUNT |
|------|-------|----------|-----------|----------------|------------------|------------|----------------|----------|------------|---------------|----------------|
| 2012 | M & O | .023685 | 21.86 | .00 | 20.71 | .00 | 42.57 | 8.17 | .00 | .00 | 50.74 |
| | I & S | .000000 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 |
| | TOTAL | .023685 | 21.86 | .00 | 20.71 | .00 | 42.57 | 8.17 | .00 | .00 | 50.74 |
| 2011 | M & O | .021548 | 8.94 | .00 | 9.31 | .00 | 18.25 | 3.34 | .00 | .00 | 21.59 |
| | I & S | .000000 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 |
| | TOTAL | .021548 | 8.94 | .00 | 9.31 | .00 | 18.25 | 3.34 | .00 | .00 | 21.59 |
| 2010 | M & O | .021548 | 11.49 | .00 | 13.38 | .00 | 24.87 | 4.65 | .00 | .00 | 29.52 |
| | I & S | .000000 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 |
| | TOTAL | .021548 | 11.49 | .00 | 13.38 | .00 | 24.87 | 4.65 | .00 | .00 | 29.52 |
| 2009 | M & O | .021600 | 1.33 | .00 | 1.38 | .00 | 2.71 | .30 | .00 | .00 | 3.01 |
| | I & S | .000000 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 |
| | TOTAL | .021600 | 1.33 | .00 | 1.38 | .00 | 2.71 | .30 | .00 | .00 | 3.01 |
| 2008 | M & O | .014200 | .98 | .00 | 1.30 | .00 | 2.28 | .39 | .00 | .00 | 2.67 |
| | I & S | .000000 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 |
| | TOTAL | .014200 | .98 | .00 | 1.30 | .00 | 2.28 | .39 | .00 | .00 | 2.67 |
| 2007 | M & O | .012300 | 2.89 | .00 | 3.12 | .00 | 6.01 | .74 | .00 | .00 | 6.75 |
| | I & S | .000000 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 |
| | TOTAL | .012300 | 2.89 | .00 | 3.12 | .00 | 6.01 | .74 | .00 | .00 | 6.75 |
| 2006 | M & O | .011900 | 2.83 | .00 | 3.42 | .00 | 6.25 | .81 | .00 | .00 | 7.06 |
| | I & S | .000000 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 |
| | TOTAL | .011900 | 2.83 | .00 | 3.42 | .00 | 6.25 | .81 | .00 | .00 | 7.06 |
| 2005 | M & O | .011300 | 2.41 | .00 | 3.17 | .00 | 5.58 | .73 | .00 | .00 | 6.31 |
| | I & S | .000000 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 |
| | TOTAL | .011300 | 2.41 | .00 | 3.17 | .00 | 5.58 | .73 | .00 | .00 | 6.31 |
| 2004 | M & O | .012000 | 2.76 | .00 | 3.92 | .00 | 6.68 | .88 | .00 | .00 | 7.56 |
| | I & S | .000000 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 |
| | TOTAL | .012000 | 2.76 | .00 | 3.92 | .00 | 6.68 | .88 | .00 | .00 | 7.56 |
| 2003 | M & O | .009300 | 3.25 | .00 | 4.88 | .00 | 8.13 | .78 | .00 | .00 | 8.91 |
| | I & S | .000000 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 |
| | TOTAL | .009300 | 3.25 | .00 | 4.88 | .00 | 8.13 | .78 | .00 | .00 | 8.91 |
| 2002 | M & O | .011500 | 1.56 | .00 | 2.63 | .00 | 4.19 | .45 | .00 | .00 | 4.64 |
| | I & S | .000000 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 |
| | TOTAL | .011500 | 1.56 | .00 | 2.63 | .00 | 4.19 | .45 | .00 | .00 | 4.64 |
| 2001 | M & O | .011700 | .30 | .00 | .69 | .00 | .99 | .15 | .00 | .00 | 1.14 |
| | I & S | .000000 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 |
| | TOTAL | .011700 | .30 | .00 | .69 | .00 | .99 | .15 | .00 | .00 | 1.14 |



**McLennan County TX (8046)
Reconciliation Summary Report
{Amounts Transferred}
9/1/2019 to 9/30/2019**

McLennan County

| Tax Type | Rate Code | Descriptor | Admin Net Tax Due | Audit Net Tax Due | Admin Fees | Audit Fees | New BL Apps Fees | BL Renewals Fees | Jurisdiction Net Funds |
|---|-----------|---------------|---------------------|-------------------|---------------|---------------|------------------|------------------|------------------------|
| Lodging Tax | General | Standard Rate | \$158,094.62 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$158,094.62 |
| Total From 9/1/2019 to 9/30/2019 | | | \$158,094.62 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$158,094.62 |



McLennan County TX (8046)
Reconciliation Detail Report
{Amounts Transferred}
10/1/2019 to 10/30/2019

McLennan County

Table with 10 columns: Distributed on 10/01/2019, Rate Code, Descriptor, Admin Net Tax Due, Audit Net Tax Due, Admin Fees, Audit Fees, New BL Apps Fees, BL Renewals Fees, Jurisdiction Net Funds. Row 1: Lodging Tax, General, Standard Rate, \$89.52, \$0.00, \$0.00, \$0.00, \$0.00, \$0.00, \$89.52. Row 2: Total, \$89.52, \$0.00, \$0.00, \$0.00, \$0.00, \$89.52.

Table with 10 columns: Distributed on 10/03/2019, Rate Code, Descriptor, Admin Net Tax Due, Audit Net Tax Due, Admin Fees, Audit Fees, New BL Apps Fees, BL Renewals Fees, Jurisdiction Net Funds. Row 1: Lodging Tax, General, Standard Rate, \$52.58, \$0.00, \$0.00, \$0.00, \$0.00, \$0.00, \$52.58. Row 2: Total, \$52.58, \$0.00, \$0.00, \$0.00, \$0.00, \$52.58.

Table with 10 columns: Distributed on 10/08/2019, Rate Code, Descriptor, Admin Net Tax Due, Audit Net Tax Due, Admin Fees, Audit Fees, New BL Apps Fees, BL Renewals Fees, Jurisdiction Net Funds. Row 1: Lodging Tax, General, Standard Rate, \$3,802.71, \$0.00, \$0.00, \$0.00, \$0.00, \$0.00, \$3,802.71. Row 2: Total, \$3,802.71, \$0.00, \$0.00, \$0.00, \$0.00, \$3,802.71.

Table with 10 columns: Distributed on 10/10/2019, Rate Code, Descriptor, Admin Net Tax Due, Audit Net Tax Due, Admin Fees, Audit Fees, New BL Apps Fees, BL Renewals Fees, Jurisdiction Net Funds. Row 1: Lodging Tax, General, Standard Rate, \$1,719.23, \$0.00, \$0.00, \$0.00, \$0.00, \$0.00, \$1,719.23. Row 2: Total, \$1,719.23, \$0.00, \$0.00, \$0.00, \$0.00, \$1,719.23.

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| Distributed on 10/15/2019 | Rate Code | Descriptor | Admin Net Tax Due | Audit Net Tax Due | Admin Fees | Audit Fees | New BL Apps Fees | BL Renewals Fees | Jurisdiction Net Funds |
|----------------------------------|------------------|-------------------|--------------------------|--------------------------|-------------------|-------------------|-------------------------|-------------------------|-------------------------------|
| Lodging Tax | General | Standard Rate | \$2,912.21 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$2,912.21 |
| Total | | | \$2,912.21 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$2,912.21 |

| Distributed on 10/17/2019 | Rate Code | Descriptor | Admin Net Tax Due | Audit Net Tax Due | Admin Fees | Audit Fees | New BL Apps Fees | BL Renewals Fees | Jurisdiction Net Funds |
|----------------------------------|------------------|-------------------|--------------------------|--------------------------|-------------------|-------------------|-------------------------|-------------------------|-------------------------------|
| Lodging Tax | General | Standard Rate | \$35,037.97 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$35,037.97 |
| Total | | | \$35,037.97 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$35,037.97 |

| Distributed on 10/22/2019 | Rate Code | Descriptor | Admin Net Tax Due | Audit Net Tax Due | Admin Fees | Audit Fees | New BL Apps Fees | BL Renewals Fees | Jurisdiction Net Funds |
|----------------------------------|------------------|-------------------|--------------------------|--------------------------|-------------------|-------------------|-------------------------|-------------------------|-------------------------------|
| Lodging Tax | General | Standard Rate | \$44,959.14 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$44,959.14 |
| Total | | | \$44,959.14 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$44,959.14 |

| Distributed on 10/23/2019 | Rate Code | Descriptor | Admin Net Tax Due | Audit Net Tax Due | Admin Fees | Audit Fees | New BL Apps Fees | BL Renewals Fees | Jurisdiction Net Funds |
|----------------------------------|------------------|-------------------|--------------------------|--------------------------|-------------------|-------------------|-------------------------|-------------------------|-------------------------------|
| Lodging Tax | General | Standard Rate | \$42,347.80 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$42,347.80 |
| Total | | | \$42,347.80 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$42,347.80 |

| Distributed on 10/24/2019 | Rate Code | Descriptor | Admin Net Tax Due | Audit Net Tax Due | Admin Fees | Audit Fees | New BL Apps Fees | BL Renewals Fees | Jurisdiction Net Funds |
|----------------------------------|------------------|-------------------|--------------------------|--------------------------|-------------------|-------------------|-------------------------|-------------------------|-------------------------------|
| Lodging Tax | General | Standard Rate | \$1,147.02 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$1,147.02 |
| Total | | | \$1,147.02 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$1,147.02 |

| Distributed on 10/28/2019 | Rate Code | Descriptor | Admin Net Tax Due | Audit Net Tax Due | Admin Fees | Audit Fees | New BL Apps Fees | BL Renewals Fees | Jurisdiction Net Funds |
|----------------------------------|------------------|-------------------|--------------------------|--------------------------|-------------------|-------------------|-------------------------|-------------------------|-------------------------------|
| Lodging Tax | General | Standard Rate | \$4,244.66 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$4,244.66 |
| Total | | | \$4,244.66 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$4,244.66 |

| Distributed on 10/30/2019 | Rate Code | Descriptor | Admin Net Tax Due | Audit Net Tax Due | Admin Fees | Audit Fees | New BL Apps Fees | BL Renewals Fees | Jurisdiction Net Funds |
|--------------------------------------|---|-------------------|------------------------------|--------------------------|-------------------|-------------------|-----------------------------|-----------------------------|-----------------------------------|
| Lodging Tax | General | Standard Rate | \$2,271.77 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$2,271.77 |
| | Total | | \$2,271.77 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$2,271.77 |
| | Total From 10/1/2019 to 10/30/2019 | | \$138,584.61 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$138,584.61 |



**McLennan County TX (8046)
Reconciliation Detail Report
{Amounts Transferred}
11/1/2019 to 11/27/2019**

McLennan County

| Distributed on 11/05/2019 | Rate Code | Descriptor | Admin Net Tax Due | Audit Net Tax Due | Admin Fees | Audit Fees | New BL Apps Fees | BL Renewals Fees | Jurisdiction Net Funds |
|--------------------------------------|------------------|-------------------|--------------------------|--------------------------|-------------------|-------------------|-------------------------|-------------------------|-------------------------------|
| Lodging Tax | General | Standard Rate | \$56.89 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$56.89 |
| | Total | | \$56.89 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$56.89 |
| | | | | | | | | | |
| Distributed on 11/07/2019 | Rate Code | Descriptor | Admin Net Tax Due | Audit Net Tax Due | Admin Fees | Audit Fees | New BL Apps Fees | BL Renewals Fees | Jurisdiction Net Funds |
| Lodging Tax | General | Standard Rate | \$580.14 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$580.14 |
| | Total | | \$580.14 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$580.14 |
| | | | | | | | | | |
| Distributed on 11/12/2019 | Rate Code | Descriptor | Admin Net Tax Due | Audit Net Tax Due | Admin Fees | Audit Fees | New BL Apps Fees | BL Renewals Fees | Jurisdiction Net Funds |
| Lodging Tax | General | Standard Rate | \$4,745.37 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$4,745.37 |
| | Total | | \$4,745.37 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$4,745.37 |
| | | | | | | | | | |
| Distributed on 11/14/2019 | Rate Code | Descriptor | Admin Net Tax Due | Audit Net Tax Due | Admin Fees | Audit Fees | New BL Apps Fees | BL Renewals Fees | Jurisdiction Net Funds |
| Lodging Tax | General | Standard Rate | \$33,991.49 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$33,991.49 |
| | Total | | \$33,991.49 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$33,991.49 |

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| Distributed on | Rate Code | Descriptor | Admin Net Tax Due | Audit Net Tax Due | Admin Fees | Audit Fees | New BL Apps Fees | BL Renewals Fees | Jurisdiction Net Funds |
|-----------------------|------------------|-------------------|--------------------------|--------------------------|-------------------|-------------------|-------------------------|-------------------------|-------------------------------|
| 11/19/2019 | General | Standard Rate | \$22,292.63 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$22,292.63 |
| | Total | | \$22,292.63 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$22,292.63 |
| Distributed on | Rate Code | Descriptor | Admin Net Tax Due | Audit Net Tax Due | Admin Fees | Audit Fees | New BL Apps Fees | BL Renewals Fees | Jurisdiction Net Funds |
| 11/21/2019 | General | Standard Rate | \$49,371.06 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$49,371.06 |
| | Total | | \$49,371.06 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$49,371.06 |
| Distributed on | Rate Code | Descriptor | Admin Net Tax Due | Audit Net Tax Due | Admin Fees | Audit Fees | New BL Apps Fees | BL Renewals Fees | Jurisdiction Net Funds |
| 11/22/2019 | General | Standard Rate | \$70,063.08 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$70,063.08 |
| | Total | | \$70,063.08 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$70,063.08 |
| Distributed on | Rate Code | Descriptor | Admin Net Tax Due | Audit Net Tax Due | Admin Fees | Audit Fees | New BL Apps Fees | BL Renewals Fees | Jurisdiction Net Funds |
| 11/25/2019 | General | Standard Rate | \$25,934.97 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$25,934.97 |
| | Total | | \$25,934.97 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$25,934.97 |
| Distributed on | Rate Code | Descriptor | Admin Net Tax Due | Audit Net Tax Due | Admin Fees | Audit Fees | New BL Apps Fees | BL Renewals Fees | Jurisdiction Net Funds |
| 11/26/2019 | General | Standard Rate | \$4,302.76 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$4,302.76 |
| | Total | | \$4,302.76 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$4,302.76 |
| Distributed on | Rate Code | Descriptor | Admin Net Tax Due | Audit Net Tax Due | Admin Fees | Audit Fees | New BL Apps Fees | BL Renewals Fees | Jurisdiction Net Funds |
| 11/27/2019 | General | Standard Rate | \$5,007.15 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$5,007.15 |
| | Total | | \$5,007.15 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$5,007.15 |

| | | | | | | | | |
|--|---|---------------------|---------------|---------------|---------------|---------------|---------------|---------------------|
| | Total From 11/1/2019 to 11/27/2019 | \$216,345.54 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$216,345.54 |
|--|---|---------------------|---------------|---------------|---------------|---------------|---------------|---------------------|



**McLennan County TX (8046)
Reconciliation Summary Report
{Amounts Transferred}
12/1/2019 to 12/31/2019**

McLennan County

| Tax Type | Rate Code | Descriptor | Admin Net Tax Due | Audit Net Tax Due | Admin Fees | Audit Fees | New BL Apps Fees | BL Renewals Fees | Jurisdiction Net Funds |
|---|-----------|---------------|---------------------|-------------------|---------------|---------------|------------------|------------------|------------------------|
| Lodging Tax | General | Standard Rate | \$161,698.34 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$161,698.34 |
| Total From 12/1/2019 to 12/31/2019 | | | \$161,698.34 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$161,698.34 |

PLEASE EXAMINE THIS REPORT FOR ANY DISCREPANCIES REGARDING BENEFICIARY DISTRIBUTION AND TAXPAYER REMITTANCE. IF NO DISCREPANCIES ARE REPORTED IN 60 DAYS, THIS REPORT WILL BE CONSIDERED CORRECT.



**McLennan County TX (8046)
Reconciliation Detail Report
{Amounts Transferred}
1/1/2020 to 1/31/2020**

McLennan County

| Distributed on | Rate Code | Descriptor | Admin Net Tax Due | Audit Net Tax Due | Admin Fees | Audit Fees | New BL Apps Fees | BL Renewals Fees | Jurisdiction Net Funds |
|-----------------------|------------------|-------------------|--------------------------|--------------------------|-------------------|-------------------|-------------------------|-------------------------|-------------------------------|
| 01/02/2020 | | | | | | | | | |
| Lodging Tax | General | Standard Rate | \$108.78 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$108.78 |
| | Total | | \$108.78 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$108.78 |
| Distributed on | Rate Code | Descriptor | Admin Net Tax Due | Audit Net Tax Due | Admin Fees | Audit Fees | New BL Apps Fees | BL Renewals Fees | Jurisdiction Net Funds |
| 01/07/2020 | | | | | | | | | |
| Lodging Tax | General | Standard Rate | \$998.51 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$998.51 |
| | Total | | \$998.51 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$998.51 |
| Distributed on | Rate Code | Descriptor | Admin Net Tax Due | Audit Net Tax Due | Admin Fees | Audit Fees | New BL Apps Fees | BL Renewals Fees | Jurisdiction Net Funds |
| 01/09/2020 | | | | | | | | | |
| Lodging Tax | General | Standard Rate | \$2,013.93 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$2,013.93 |
| | Total | | \$2,013.93 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$2,013.93 |
| Distributed on | Rate Code | Descriptor | Admin Net Tax Due | Audit Net Tax Due | Admin Fees | Audit Fees | New BL Apps Fees | BL Renewals Fees | Jurisdiction Net Funds |
| 01/14/2020 | | | | | | | | | |
| Lodging Tax | General | Standard Rate | \$15,239.63 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$15,239.63 |
| | Total | | \$15,239.63 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$15,239.63 |

| Distributed on | Rate Code | Descriptor | Admin Net Tax Due | Audit Net Tax Due | Admin Fees | Audit Fees | New BL Apps Fees | BL Renewals Fees | Jurisdiction Net Funds |
|-----------------------|------------------|-------------------|--------------------------|--------------------------|-------------------|-------------------|-------------------------|-------------------------|-------------------------------|
| Lodging Tax | General | Standard Rate | \$8,673.04 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$8,673.04 |
| | Total | | \$8,673.04 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$8,673.04 |
| Distributed on | Rate Code | Descriptor | Admin Net Tax Due | Audit Net Tax Due | Admin Fees | Audit Fees | New BL Apps Fees | BL Renewals Fees | Jurisdiction Net Funds |
| Lodging Tax | General | Standard Rate | \$3,995.77 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$3,995.77 |
| | Total | | \$3,995.77 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$3,995.77 |
| Distributed on | Rate Code | Descriptor | Admin Net Tax Due | Audit Net Tax Due | Admin Fees | Audit Fees | New BL Apps Fees | BL Renewals Fees | Jurisdiction Net Funds |
| Lodging Tax | General | Standard Rate | \$27,551.49 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$27,551.49 |
| | Total | | \$27,551.49 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$27,551.49 |
| Distributed on | Rate Code | Descriptor | Admin Net Tax Due | Audit Net Tax Due | Admin Fees | Audit Fees | New BL Apps Fees | BL Renewals Fees | Jurisdiction Net Funds |
| Lodging Tax | General | Standard Rate | \$39,280.47 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$39,280.47 |
| | Total | | \$39,280.47 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$39,280.47 |
| Distributed on | Rate Code | Descriptor | Admin Net Tax Due | Audit Net Tax Due | Admin Fees | Audit Fees | New BL Apps Fees | BL Renewals Fees | Jurisdiction Net Funds |
| Lodging Tax | General | Standard Rate | \$773.06 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$773.06 |
| | Total | | \$773.06 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$773.06 |
| Distributed on | Rate Code | Descriptor | Admin Net Tax Due | Audit Net Tax Due | Admin Fees | Audit Fees | New BL Apps Fees | BL Renewals Fees | Jurisdiction Net Funds |
| Lodging Tax | General | Standard Rate | \$637.76 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$637.76 |
| | Total | | \$637.76 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$637.76 |

| Distributed on 01/30/2020 | Rate Code | Descriptor | Admin Net Tax Due | Audit Net Tax Due | Admin Fees | Audit Fees | New BL Apps Fees | BL Renewals Fees | Jurisdiction Net Funds |
|--------------------------------------|---|-------------------|------------------------------|--------------------------|-------------------|-------------------|-----------------------------|-----------------------------|-----------------------------------|
| Lodging Tax | General | Standard Rate | \$9,731.61 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$9,731.61 |
| | Total | | \$9,731.61 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$9,731.61 |
| Distributed on 01/31/2020 | Rate Code | Descriptor | Admin Net Tax Due | Audit Net Tax Due | Admin Fees | Audit Fees | New BL Apps Fees | BL Renewals Fees | Jurisdiction Net Funds |
| Lodging Tax | General | Standard Rate | \$283.16 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$283.16 |
| | Total | | \$283.16 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$283.16 |
| | Total From 1/1/2020 to 1/31/2020 | | \$109,287.21 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$109,287.21 |



**McLennan County TX (8046)
Reconciliation Detail Report
{Amounts Transferred}
2/1/2020 to 2/28/2020**

McLennan County

| Distributed on | Rate Code | Descriptor | Admin Net Tax Due | Audit Net Tax Due | Admin Fees | Audit Fees | New BL Apps Fees | BL Renewals Fees | Jurisdiction Net Funds |
|-----------------------|------------------|-------------------|--------------------------|--------------------------|-------------------|-------------------|-------------------------|-------------------------|-------------------------------|
| 02/04/2020 | | | | | | | | | |
| Lodging Tax | General | Standard Rate | \$16.02 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$16.02 |
| | Total | | \$16.02 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$16.02 |
| Distributed on | Rate Code | Descriptor | Admin Net Tax Due | Audit Net Tax Due | Admin Fees | Audit Fees | New BL Apps Fees | BL Renewals Fees | Jurisdiction Net Funds |
| 02/06/2020 | | | | | | | | | |
| Lodging Tax | General | Standard Rate | \$2,448.24 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$2,448.24 |
| | Total | | \$2,448.24 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$2,448.24 |
| Distributed on | Rate Code | Descriptor | Admin Net Tax Due | Audit Net Tax Due | Admin Fees | Audit Fees | New BL Apps Fees | BL Renewals Fees | Jurisdiction Net Funds |
| 02/11/2020 | | | | | | | | | |
| Lodging Tax | General | Standard Rate | \$2,272.67 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$2,272.67 |
| | Total | | \$2,272.67 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$2,272.67 |
| Distributed on | Rate Code | Descriptor | Admin Net Tax Due | Audit Net Tax Due | Admin Fees | Audit Fees | New BL Apps Fees | BL Renewals Fees | Jurisdiction Net Funds |
| 02/13/2020 | | | | | | | | | |
| Lodging Tax | General | Standard Rate | \$3,526.45 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$3,526.45 |
| | Total | | \$3,526.45 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$3,526.45 |

| Distributed on 02/18/2020 | Rate Code | Descriptor | Admin Net Tax Due | Audit Net Tax Due | Admin Fees | Audit Fees | New BL Apps Fees | BL Renewals Fees | Jurisdiction Net Funds |
|------------------------------|--------------|---------------|-------------------|-------------------|---------------|---------------|------------------|------------------|------------------------|
| Lodging Tax | General | Standard Rate | \$1,047.51 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$1,047.51 |
| | Total | | \$1,047.51 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$1,047.51 |

| Distributed on 02/20/2020 | Rate Code | Descriptor | Admin Net Tax Due | Audit Net Tax Due | Admin Fees | Audit Fees | New BL Apps Fees | BL Renewals Fees | Jurisdiction Net Funds |
|------------------------------|--------------|---------------|--------------------|-------------------|---------------|---------------|------------------|------------------|------------------------|
| Lodging Tax | General | Standard Rate | \$30,436.16 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$30,436.16 |
| | Total | | \$30,436.16 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$30,436.16 |

| Distributed on 02/24/2020 | Rate Code | Descriptor | Admin Net Tax Due | Audit Net Tax Due | Admin Fees | Audit Fees | New BL Apps Fees | BL Renewals Fees | Jurisdiction Net Funds |
|------------------------------|--------------|---------------|--------------------|-------------------|---------------|---------------|------------------|------------------|------------------------|
| Lodging Tax | General | Standard Rate | \$44,533.01 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$44,533.01 |
| | Total | | \$44,533.01 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$44,533.01 |

| Distributed on 02/25/2020 | Rate Code | Descriptor | Admin Net Tax Due | Audit Net Tax Due | Admin Fees | Audit Fees | New BL Apps Fees | BL Renewals Fees | Jurisdiction Net Funds |
|------------------------------|--------------|---------------|--------------------|-------------------|---------------|---------------|------------------|------------------|------------------------|
| Lodging Tax | General | Standard Rate | \$40,827.30 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$40,827.30 |
| | Total | | \$40,827.30 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$40,827.30 |

| Distributed on 02/26/2020 | Rate Code | Descriptor | Admin Net Tax Due | Audit Net Tax Due | Admin Fees | Audit Fees | New BL Apps Fees | BL Renewals Fees | Jurisdiction Net Funds |
|------------------------------|--------------|---------------|-------------------|-------------------|---------------|---------------|------------------|------------------|------------------------|
| Lodging Tax | General | Standard Rate | \$30.70 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$30.70 |
| | Total | | \$30.70 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$30.70 |

| Distributed on 02/27/2020 | Rate Code | Descriptor | Admin Net Tax Due | Audit Net Tax Due | Admin Fees | Audit Fees | New BL Apps Fees | BL Renewals Fees | Jurisdiction Net Funds |
|------------------------------|--------------|---------------|-------------------|-------------------|---------------|---------------|------------------|------------------|------------------------|
| Lodging Tax | General | Standard Rate | \$151.30 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$151.30 |
| | Total | | \$151.30 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$151.30 |

| | | | | | | | | |
|--|---|---------------------|---------------|---------------|---------------|---------------|---------------|---------------------|
| | Total From 2/1/2020 to 2/28/2020 | \$125,289.36 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$125,289.36 |
|--|---|---------------------|---------------|---------------|---------------|---------------|---------------|---------------------|



**McLennan County TX (8046)
Reconciliation Detail Report
{Amounts Transferred}
3/1/2020 to 3/31/2020**

McLennan County

| Distributed on | Rate Code | Descriptor | Admin Net Tax Due | Audit Net Tax Due | Admin Fees | Audit Fees | New BL Apps Fees | BL Renewals Fees | Jurisdiction Net Funds |
|----------------|--------------|---------------|-------------------|-------------------|---------------|---------------|------------------|------------------|------------------------|
| 03/02/2020 | General | Standard Rate | \$72.38 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$72.38 |
| | Total | | \$72.38 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$72.38 |
| 03/05/2020 | General | Standard Rate | \$134.87 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$134.87 |
| | Total | | \$134.87 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$134.87 |
| 03/06/2020 | General | Standard Rate | \$992.45 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$992.45 |
| | Total | | \$992.45 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$992.45 |
| 03/10/2020 | General | Standard Rate | \$284.24 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$284.24 |
| | Total | | \$284.24 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$284.24 |

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| Distributed on 03/12/2020 | Rate Code | Descriptor | Admin Net Tax Due | Audit Net Tax Due | Admin Fees | Audit Fees | New BL Apps Fees | BL Renewals Fees | Jurisdiction Net Funds |
|----------------------------------|------------------|-------------------|--------------------------|--------------------------|-------------------|-------------------|-------------------------|-------------------------|-------------------------------|
| Lodging Tax | General | Standard Rate | \$4,519.96 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$4,519.96 |
| Total | | | \$4,519.96 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$4,519.96 |

| Distributed on 03/18/2020 | Rate Code | Descriptor | Admin Net Tax Due | Audit Net Tax Due | Admin Fees | Audit Fees | New BL Apps Fees | BL Renewals Fees | Jurisdiction Net Funds |
|----------------------------------|------------------|-------------------|--------------------------|--------------------------|-------------------|-------------------|-------------------------|-------------------------|-------------------------------|
| Lodging Tax | General | Standard Rate | \$6,147.80 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$6,147.80 |
| Total | | | \$6,147.80 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$6,147.80 |

| Distributed on 03/19/2020 | Rate Code | Descriptor | Admin Net Tax Due | Audit Net Tax Due | Admin Fees | Audit Fees | New BL Apps Fees | BL Renewals Fees | Jurisdiction Net Funds |
|----------------------------------|------------------|-------------------|--------------------------|--------------------------|-------------------|-------------------|-------------------------|-------------------------|-------------------------------|
| Lodging Tax | General | Standard Rate | \$20,919.58 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$20,919.58 |
| Total | | | \$20,919.58 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$20,919.58 |

| Distributed on 03/23/2020 | Rate Code | Descriptor | Admin Net Tax Due | Audit Net Tax Due | Admin Fees | Audit Fees | New BL Apps Fees | BL Renewals Fees | Jurisdiction Net Funds |
|----------------------------------|------------------|-------------------|--------------------------|--------------------------|-------------------|-------------------|-------------------------|-------------------------|-------------------------------|
| Lodging Tax | General | Standard Rate | \$27,069.04 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$27,069.04 |
| Total | | | \$27,069.04 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$27,069.04 |

| Distributed on 03/24/2020 | Rate Code | Descriptor | Admin Net Tax Due | Audit Net Tax Due | Admin Fees | Audit Fees | New BL Apps Fees | BL Renewals Fees | Jurisdiction Net Funds |
|----------------------------------|------------------|-------------------|--------------------------|--------------------------|-------------------|-------------------|-------------------------|-------------------------|-------------------------------|
| Lodging Tax | General | Standard Rate | \$59,267.03 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$59,267.03 |
| Total | | | \$59,267.03 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$59,267.03 |

| Distributed on 03/25/2020 | Rate Code | Descriptor | Admin Net Tax Due | Audit Net Tax Due | Admin Fees | Audit Fees | New BL Apps Fees | BL Renewals Fees | Jurisdiction Net Funds |
|----------------------------------|------------------|-------------------|--------------------------|--------------------------|-------------------|-------------------|-------------------------|-------------------------|-------------------------------|
| Lodging Tax | General | Standard Rate | \$14,746.25 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$14,746.25 |
| Total | | | \$14,746.25 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$14,746.25 |

| Distributed on 03/26/2020 | Rate Code | Descriptor | Admin Net Tax Due | Audit Net Tax Due | Admin Fees | Audit Fees | New BL Apps Fees | BL Renewals Fees | Jurisdiction Net Funds |
|--------------------------------------|---|-------------------|------------------------------|--------------------------|-------------------|-------------------|-----------------------------|-----------------------------|-----------------------------------|
| Lodging Tax | General | Standard Rate | \$137.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$137.00 |
| | Total | | \$137.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$137.00 |
| Distributed on 03/27/2020 | Rate Code | Descriptor | Admin Net Tax Due | Audit Net Tax Due | Admin Fees | Audit Fees | New BL Apps Fees | BL Renewals Fees | Jurisdiction Net Funds |
| Lodging Tax | General | Standard Rate | \$103.52 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$103.52 |
| | Total | | \$103.52 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$103.52 |
| Distributed on 03/30/2020 | Rate Code | Descriptor | Admin Net Tax Due | Audit Net Tax Due | Admin Fees | Audit Fees | New BL Apps Fees | BL Renewals Fees | Jurisdiction Net Funds |
| Lodging Tax | General | Standard Rate | \$442.10 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$442.10 |
| | Total | | \$442.10 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$442.10 |
| | Total From 3/1/2020 to 3/31/2020 | | \$134,836.22 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$134,836.22 |

TEXAS COMPTROLLER *of* PUBLIC ACCOUNTS

P.O. Box 13528 • AUSTIN, TX 78711-3528



September 4, 2019

Dustin Chapman
County Administrator
215 N 5th St Ste 226
Waco, Texas 76701-1364

Dear Mr. Chapman:

The September 2019 local motor vehicle rental tax payment in the amount of \$46,550.85 for McLennan County should be available at your bank on Thursday, September 5, 2019.

This payment includes receipts from your local motor vehicle rental tax reports filed for the month of July 2019.

If you have any questions please contact me at our toll-free number 1-800-531-5441, ext. 6-4312, you may also reach me at 512-936-4312.

Sincerely,

A handwritten signature in blue ink that reads "Bissett".

Jennifer Bissett
Tax Allocation Section
Revenue Accounting Division

TEXAS COMPTROLLER *of* PUBLIC ACCOUNTS

P.O. Box 13528 • AUSTIN, TX 78711-3528



October 2, 2019

Dustin Chapman
County Administrator
215 N 5th St Ste 226
Waco, Texas 76701-1364

Dear Mr. Chapman:

The October 2019 local motor vehicle rental tax payment in the amount of \$43,799.96 for McLennan County should be available at your bank on Thursday, October 3, 2019.

This payment includes receipts from your local motor vehicle rental tax reports filed for the month of August 2019.

If you have any questions please contact me at our toll-free number 1-800-531-5441, ext. 6-4312, you may also reach me at 512-936-4312.

Sincerely,

A handwritten signature in blue ink, appearing to read "J. Bissett".

Jennifer Bissett
Tax Allocation Section
Revenue Accounting Division

TEXAS COMPTROLLER *of* PUBLIC ACCOUNTS

P.O. Box 13528 • AUSTIN, TX 78711-3528



November 4, 2019

Dustin Chapman
County Administrator
215 N 5th St Ste 226
Waco, Texas 76701-1364

Dear Mr. Chapman:

The November 2019 local motor vehicle rental tax payment in the amount of \$40,581.30 for McLennan County should be available at your bank on Tuesday, November 5, 2019.

This payment includes receipts from your local motor vehicle rental tax reports filed for the month of September 2019.

If you have any questions please contact me at our toll-free number 1-800-531-5441, ext. 6-4312, you may also reach me at 512-936-4312.

Sincerely,

A handwritten signature in blue ink that reads "Bissett".

Jennifer Bissett
Tax Allocation Section
Revenue Accounting Division

TEXAS COMPTROLLER *of* PUBLIC ACCOUNTS

P.O. Box 13528 • AUSTIN, TX 78711-3528



December 3, 2019

Dustin Chapman
County Administrator
215 N 5th St Ste 226
Waco, Texas 76701-1364

Dear Mr. Chapman:

The December 2019 local motor vehicle rental tax payment in the amount of \$43,984.26 for McLennan County should be available at your bank on Wednesday, December 4, 2019.

This payment includes receipts from your local motor vehicle rental tax reports filed for the month of October 2019.

If you have any questions please contact me at our toll-free number 1-800-531-5441, ext. 6-4312, you may also reach me at 512-936-4312.

Sincerely,

A handwritten signature in blue ink that reads "Bissett".

Jennifer Bissett
Tax Allocation Section
Revenue Accounting Division

TEXAS COMPTROLLER *of* PUBLIC ACCOUNTS

P.O. Box 13528 • AUSTIN, TX 78711-3528



January 3, 2020

Dustin Chapman
County Administrator
215 N 5th St Ste 226
Waco, Texas 76701-1364

Dear Mr. Chapman:

The January 2020 local motor vehicle rental tax payment in the amount of \$40,632.21 for McLennan County should be available at your bank on Monday, January 6, 2020.

This payment includes receipts from your local motor vehicle rental tax reports filed for the month of November 2019.

If you have any questions please contact me at our toll-free number 1-800-531-5441, ext. 3-5529, you may also reach me at 512-463-5529.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Harrell". The signature is fluid and cursive.

Mike Harrell
Tax Allocation Section
Revenue Accounting Division

TEXAS COMPTROLLER *of* PUBLIC ACCOUNTS

P.O. Box 13528 • AUSTIN, TX 78711-3528



February 4, 2020

Dustin Chapman
County Administrator
215 N 5th St Ste 226
Waco, Texas 76701-1364

Dear Mr. Chapman:

The February 2020 local motor vehicle rental tax payment in the amount of \$42,487.84 for McLennan County should be available at your bank on Wednesday, February 5, 2020.

This payment includes receipts from your local motor vehicle rental tax reports filed for the month of December 2019.

If you have any questions please contact me at our toll-free number 1-800-531-5441, ext. 6-4312, you may also reach me at 512-936-4312.

Sincerely,

A handwritten signature in blue ink that reads "Bissett".

Jennifer Bissett
Tax Allocation Section
Revenue Accounting Division

TEXAS COMPTROLLER *of* PUBLIC ACCOUNTS

P.O. Box 13528 • AUSTIN, TX 78711-3528



March 3, 2020

Dustin Chapman
County Administrator
215 N 5th St Ste 226
Waco, Texas 76701-1364

Dear Mr. Chapman:

The March 2020 local motor vehicle rental tax payment in the amount of \$39,304.31 for McLennan County should be available at your bank on Wednesday, March 4, 2020.

This payment includes receipts from your local motor vehicle rental tax reports filed for the month of January 2020.

If you have any questions please contact me at our toll-free number 1-800-531-5441, ext. 6-4312, you may also reach me at 512-936-4312.

Sincerely,

A handwritten signature in blue ink that reads "Bissett".

Jennifer Bissett
Tax Allocation Section
Revenue Accounting Division

TEXAS COMPTROLLER *of* PUBLIC ACCOUNTS

P.O. Box 13528 • AUSTIN, TX 78711-3528



April 2, 2020

Dustin Chapman
County Administrator
215 N 5th St Ste 226
Waco, Texas 76701-1364

Dear Mr. Chapman:

The April 2020 local motor vehicle rental tax payment in the amount of \$36,391.41 for McLennan County should be available at your bank on Friday, April 3, 2020.

This payment includes receipts from your local motor vehicle rental tax reports filed for the month of February 2020.

If you have any questions please contact me at our toll-free number 1-800-531-5441, ext. 6-4312, you may also reach me at 512-936-4312.

Sincerely,

Jennifer Bissett

Jennifer Bissett
Tax Allocation Section
Revenue Accounting Division

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(45 pages)

**McLENNAN COUNTY 9-1-1
EMERGENCY ASSISTANCE DISTRICT**

ANNUAL FINANCIAL REPORT

**FOR THE YEAR ENDED
SEPTEMBER 30, 2019**

**McLENNAN COUNTY 9-1-1
EMERGENCY ASSISTANCE DISTRICT**

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2019

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FINANCIAL SECTION

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INDEPENDENT AUDITOR'S REPORT

Board of Managers
McLennan County 9-1-1 Emergency Assistance District
Woodway, Texas

Report on the Financial Statements

We have audited the accompanying financial statements of the business-type activities of McLennan County 9-1-1 Emergency Assistance District (the "District"), as of and for the year ended September 30, 2019, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

The District's management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

OFFICE LOCATIONS

TEXAS | Waco | Temple | Hillsboro | Houston
NEW MEXICO | Albuquerque

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the business-type activities of the District, as of September 30, 2019, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and the pension and OPEB information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated January 31, 2020, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

Pattillo, Brown + Hill, L.L.P.

Waco, Texas
January 31, 2020

Management's Discussion and Analysis

McLennan County 9-1-1 Emergency Assistance District's management's discussion and analysis of its financial condition and operating results provides an overview of its financial activity and assists the reader in understanding noteworthy financial issues for the year ending September 30, 2019. This analysis has been prepared by management of McLennan County 9-1-1 Emergency Assistance District and it is intended to be read with the financial statements and related notes that follow this section.

McLennan County 9-1-1 Emergency Assistance District (the District) was formed and confirmed by the voters of McLennan County on August 8, 1987, to allow for the creation of an emergency communication district and to authorize a 9-1-1 emergency service fee to be charged by the District.

Financial Highlights

- The District's net position at September 30, 2019 was \$7,579,170.
- The District's net position increased \$435,144 during the year.

Overview of Financial Statements

The District qualifies as a special-purpose government engaged in a business-type activity and the financial statements are prepared on that basis. The District has prepared the financial statements using the economic resources focus model and the accrual basis of accounting. This model provides information about the long-term effects of the decision, primarily by including the cost of consuming capital assets used in providing services.

The financial statement format consists of three primary statements, the Statement of Net Position, the Statement of Revenues, Expenses, and Changes in Net Position, and the Statement of Cash Flows. A brief description of each statement, which explains the differences in the information provided, follows.

Statement of Net Position

The Statement of Net Position includes all assets and deferred outflows of resources, liabilities and deferred inflows of resources of the District using the accrual basis of accounting. The District's net position is one indicator of its financial health. Over time, increases or decreases in net position are indicators of the improvement or erosion of the District's financial health when considered with other non-financial factors.

Statement of Revenues, Expenses and Changes in Net Position

The Statement of Revenues, Expenses, and Changes in Net Position presents revenues earned and the expenses incurred during the year. Activities performed by the District are classified as either operating or non-operating activities.

Statement of Cash Flows

The Statement of Cash Flows presents information related to cash inflows and outflows summarized by operating, capital financing, non-capital financing, and investing activities. This statement helps users assess the District's ability to generate cash flows to meet its obligations as they come due.

Condensed Financial Information

The following summary shows a condensed version of the Statement of Net Position:

| | <u>2019</u> | <u>2018</u> |
|-------------------------------------|---------------------|---------------------|
| Current and other assets | \$ 2,901,042 | \$ 5,122,021 |
| Capital assets | <u>4,667,332</u> | <u>2,200,575</u> |
| Total assets | <u>7,568,374</u> | <u>7,322,596</u> |
| Deferred outflow of resources | <u>143,822</u> | <u>57,482</u> |
| Current liabilities | 96,661 | 187,306 |
| Long-term liabilities | <u>30,114</u> | <u>38,180</u> |
| Total liabilities | <u>126,775</u> | <u>225,486</u> |
| Total deferred inflows of resources | <u>6,252</u> | <u>10,567</u> |
| Net position: | | |
| Net investment in capital assets | 4,667,332 | 2,200,575 |
| Unrestricted | <u>2,911,837</u> | <u>4,943,450</u> |
| Total net position | <u>\$ 7,579,169</u> | <u>\$ 7,144,025</u> |

The following shows a condensed version of the Statement of Revenues, Expenses, and Changes in Net Position:

| | <u>2019</u> | <u>2018</u> |
|---------------------------------|---------------------|---------------------|
| Operating revenues | \$ 1,818,740 | \$ 1,778,594 |
| Operating expenses | <u>1,463,700</u> | <u>1,501,673</u> |
| Operating income | 355,040 | 276,921 |
| Non-operating revenue/(expense) | <u>80,104</u> | <u>71,799</u> |
| Change in net position | <u>\$ 435,144</u> | <u>\$ 348,720</u> |
| Net position, beginning | <u>7,144,025</u> | <u>6,802,465</u> |
| Prior period adjustment | <u>-</u> | <u>(7,160)</u> |
| Net position, ending | <u>\$ 7,579,169</u> | <u>\$ 7,144,025</u> |

Operating expenses were slightly lower than the previous fiscal year. Operating revenue from landline and wireless devices reflected an increase of \$40,146, an indicator of the increasingly developing mobile society coupled with the population growth of the District's service area of McLennan County.

Non-operating revenue generally consists primarily of interest generated in the District's investment accounts. In fiscal year 2019, the District's investments reflected the growth of the economy as the financial pools increased their respective rates of return, resulting in relatively substantial growth in the non-operating revenue.

Description of Significant Capital Asset Activity

Capital assets increased \$2,466,757, or 112% in 2019. The increase was mainly caused by additions to Construction in Progress related to the costs associated with the new McLennan County Backup 9-1-1 Facility. The additions to CIP were offset by annual depreciation costs.

Additional information on capital assets can be found in the notes to the financial statements.

Currently Known Facts, Decisions, or Conditions

The District's fee rates for fiscal year 2020 were set during the budget process and will remain the same throughout the next budget year.

District leadership remained strong throughout fiscal year 2019 as the Board of Managers continued to provide committed, experienced, and knowledgeable guidance. Staff boosted its professional development by continued participation in qualified organizations, upholding a high level of standard in its duties and responsibilities, and maintaining certifications by taking advantage of continuing education opportunities when presented.

Request for Information

This financial report is designed to provide a general overview of the finances of the McLennan County 9-1-1 Emergency Assistance District, comply with finance-related laws and regulations, and demonstrate the District's commitment to public accountability. If you have questions about this report or would like to request additional information, contact the McLennan County 9-1-1 Emergency Assistance District at 107 Burnett Ct., Woodway, Texas 76712.

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BASIC FINANCIAL STATEMENTS

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**McLENNAN COUNTY 9-1-1
EMERGENCY ASSISTANCE DISTRICT**

STATEMENT OF NET POSITION

SEPTEMBER 30, 2019

ASSETS

| | |
|---|------------------|
| Cash and cash equivalents | \$ 2,804,481 |
| Accounts receivable | 43,587 |
| Prepaid expenses | 21,082 |
| Capital assets, net of accumulated depreciation | 4,667,332 |
| Net pension asset | 31,892 |
| Total assets | <u>7,568,374</u> |

DEFERRED OUTFLOWS OF RESOURCES

| | |
|--------------------------------------|----------------|
| Deferred outflows related to pension | 143,537 |
| Deferred outflows related to OPEB | 285 |
| Total deferred outflows of resources | <u>143,822</u> |

LIABILITIES

| | |
|----------------------------|----------------|
| Accounts payable | 17,215 |
| Accrued expenses | 73,892 |
| Noncurrent liabilities: | |
| Due within one year: | |
| Compensated absences | 5,554 |
| Due in more than one year: | |
| Compensated absences | 22,214 |
| Total OPEB liability | <u>7,900</u> |
| Total liabilities | <u>126,775</u> |

DEFERRED INFLOWS OF RESOURCES

| | |
|-------------------------------------|--------------|
| Deferred inflows related to pension | 4,967 |
| Deferred inflows related to OPEB | <u>1,285</u> |
| Total deferred inflows of resources | <u>6,252</u> |

NET POSITION

| | |
|----------------------------------|---------------------|
| Net investment in capital assets | 4,667,332 |
| Unrestricted | <u>2,911,837</u> |
| Total net position | <u>\$ 7,579,169</u> |

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**McLENNAN COUNTY 9-1-1
EMERGENCY ASSISTANCE DISTRICT**

STATEMENT OF REVENUES, EXPENSES, AND
CHANGES IN NET POSITION

FOR THE YEAR ENDED SEPTEMBER 30, 2019

| | |
|---------------------------------|---------------------|
| Operating revenues: | |
| User charges | \$ <u>1,818,740</u> |
| Total operating revenues | <u>1,818,740</u> |
| Operating expenses: | |
| Salaries and employee benefits | 669,991 |
| 9-1-1 contracted services | 250,356 |
| Depreciation | 109,182 |
| Equipment maintenance | 192,796 |
| Supplies and utilities | 104,937 |
| Insurance | 24,625 |
| Training | 26,765 |
| Educational materials | 25,191 |
| Professional services | 22,568 |
| Other operating expenses | <u>37,289</u> |
| Total operating expenses | <u>1,463,700</u> |
| Operating income | <u>355,040</u> |
| Non-operating revenues: | |
| Investments earnings | <u>80,104</u> |
| Total non-operating revenues | <u>80,104</u> |
| Change in net position | 435,144 |
| Net position, beginning of year | <u>7,144,025</u> |
| Net position, end of year | \$ <u>7,579,169</u> |

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**McLENNAN COUNTY 9-1-1
EMERGENCY ASSISTANCE DISTRICT**

STATEMENT OF CASH FLOWS

FOR THE YEAR ENDED SEPTEMBER 30, 2019

| | |
|---|---------------------|
| Cash flows from operating activities: | |
| Receipts from customers and users | \$ 1,883,104 |
| Payments to employees | (643,754) |
| Payments to suppliers and others | (785,614) |
| Net cash provided by operating activities | <u>453,736</u> |
| Cash flows from capital and related financing activities: | |
| Acquisition and construction of capital assets | (2,575,939) |
| Net cash used in capital and related financing activities | <u>(2,575,939)</u> |
| Cash flows from investing activities: | |
| Investment income | <u>80,104</u> |
| Net cash provided by investing activities | <u>80,104</u> |
| Net increase (decrease) in cash and cash equivalents | (2,042,099) |
| Cash and cash equivalents, beginning of year | <u>4,846,580</u> |
| Cash and cash equivalents, end of year | <u>\$ 2,804,481</u> |
| Reconciliation of operating income to net cash provided by operating activities: | |
| Operating income | \$ 355,040 |
| Adjustment to reconcile operating income to net cash provided by operating activities: | |
| Depreciation | 109,182 |
| (Increase) decrease in assets: | |
| Accounts receivable | 64,364 |
| Prepaid expenses | 3,923 |
| Net pension asset | 19,938 |
| Increase (decrease) in liabilities: | |
| Accounts payable | (105,010) |
| Accrued expenses | 16,280 |
| Compensated absences | (9,575) |
| Total OPEB liability | <u>(406)</u> |
| Net cash provided by operating activities | <u>\$ 453,736</u> |

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**MCLENNAN COUNTY 9-1-1
EMERGENCY ASSISTANCE DISTRICT**

NOTES TO FINANCIAL STATEMENTS

SEPTEMBER 30, 2019

I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Organization and Nature of Services Provided

McLennan County 9-1-1 Emergency Assistance District (the District) was formed and confirmed by the voters of McLennan County on August 8, 1987 to allow for the creation of an emergency communication district and to authorize a 9-1-1 emergency service fee to be charged by the District. The District operates under the provisions of the State of Texas. It operates under a Board of Managers Administrator form of government which carries out its responsibilities.

B. Reporting Entity

The District is considered to be a primary government according to the definitions in Governmental Accounting Standards Board (GASB) Statement No. 61, The Financial Reporting Entity Omnibus: An Amendment of GASB Statements No. 14 and No. 34. Further, no component units were identified for which the District is considered financially accountable under GASB Statement No. 61.

C. Basic Financial Statements

The District is a special-purpose government engaged in a single business-type activity; therefore, it presents only the financial statements of its enterprise fund.

D. Measurement Focus, Basis of Accounting and Financial Statement Presentation

The financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of the related cash flows.

The District distinguishes operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing services in connection with the District's principal ongoing operations. The principal operating revenue of the District is user charges for providing emergency communication services. Operating expenses include the cost of services, related administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

E. Deposits and Investments

The District's cash and cash equivalents for purposes of reporting cash flows consist of cash on hand, demand deposits, money market funds, certificates of deposit, and governmental investment pools.

Investments for the District are reported at fair value except for external government investment pools (the Pools). The Pools are reported at the net asset value per share (which approximates fair value) even though it is calculated using the amortized cost method.

F. Prepaid Items

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in the business-type financial statements. The cost of prepaid items is recorded as expenses when consumed rather than when purchased.

G. Capital Assets

Capital assets, which include buildings and improvements, equipment, and furniture and fixtures, are stated at cost. Capital assets are defined by the District as assets with an initial, individual cost of more than \$500 and an estimated useful life in excess of three years. The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. Donated capital assets are recorded at acquisition value, which is the price that would be paid to acquire an asset with equivalent service potential at the acquisition date.

Depreciation is provided using the straight-line method over the estimated useful lives of the related assets ranging from 7 to 39 years for buildings and improvements, 5 years for equipment, and 5 years for furniture and fixtures.

H. Deferred Outflows and Inflows of Resources

In addition to assets, the statement of net position will sometimes report a separate section for deferred outflows of resources. Deferred outflows of resources represent a consumption of net position that applies to a future period(s) and will not be recognized as an outflow of resources (expense) until that time.

In addition to liabilities, the statement of net position will sometimes report a separate section for deferred inflows of resources. Deferred inflows of resources represent an acquisition of net position that applies to a future period(s) and will not be recognized as an inflow of resources (revenue) until that time.

I. Pensions

For purposes of measuring the net pension asset or liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the Fiduciary Net Position of the Texas County and District Retirement System (TCDRS) and additions to/deductions from TCDRS's Fiduciary Net Position have been determined on the same basis as they are reported by TCDRS. For this purpose, plan contributions are legally due. Benefit payments and refunds are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

J. Other Postemployment Benefits

The District participates in the Texas County & District Group Term Life Fund (TCDRS GTLF), which is an optional single-employer defined benefit life insurance plan that is administered by TCDRS. It provides death benefits to active and, if elected, retired employees of participating employers. Contribution rates are determined annually for each participating entity as a percentage of that District's covered payroll. The death benefit for retirees is considered an other postemployment benefit (OPEB). The OPEB program is an unfunded trust because the GTLF trust covers both actives and retirees and is not segregated. The Total OPEB Liability of the plan has been determined using the flow of economic resources measurement focus and full accrual basis of accounting. This includes for purposes of measuring the Total OPEB Liability, deferred inflows and outflows of resources, and OPEB expense. Benefit payments are recognized when due and payable in accordance with the benefit terms.

II. DEPOSITS AND INVESTMENTS

The District is authorized by statute to invest in obligations and instruments as defined in the Public Funds Investment Act (the Act). The District's investment policy limits the composition of investments to (1) U. S. Government or agency securities, (2) certificates of deposit, (3) certain money market mutual funds, and (4) certain external government investment pools. The District is also required to follow specific investment practices prescribed by the Act.

As of September 30, 2019, the District had the following deposits and investments:

| | <u>Carrying Value</u> | <u>Weighted Average Maturity (Days)</u> |
|--|---------------------------|---|
| Cash in bank and on hand | \$ 110,665 | |
| Non-negotiable certificates of deposit | 677,281 | |
| External governmental investment pools: | | |
| Texas Local Government Investment Pool (TexPool) | 1,483,451 | 32 |
| Texas Short-Term Asset Reserve (TexSTAR) | <u>533,084</u> | <u>22</u> |
| Total cash and cash equivalents | <u>\$ 2,804,481</u> | |

Custodial Credit Risk. The custodial credit risk for deposits is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover deposits or will not be able to recover collateral securities that are in the possession of an outside party. The District's policy requires all deposits to be fully secured in accordance with the Texas Government Code, Chapter 2257, by either surety bonds, letters of credit of the United States or its agencies and instrumentalities, or by eligible securities held by an independent third-party custodian.

For an investment, custodial credit risk is the risk that in the event of the failure of the counter-party, the District would not be able to recover the value of its investment or collateralized securities that are in the possession of an outside third party. The District's investment policy requires that the purchase of investment securities be settled on a delivery basis and that ownership of all securities be perfected in the name of the District.

Interest Rate Risk. In accordance with its investment policy, the District manages its exposure to declines in fair value by: (a) structuring the investment portfolio so that investments mature to meet cash requirements for ongoing operations, (b) investing operating funds primarily in shorter-term securities, (c) diversifying maturities and staggering purchase dates to minimize the impact of market movements over time. It is the District's policy not to invest in securities maturing more than eighteen months from the date of purchase.

Credit risk. The District's investment policy limits investments in government investment pools and money market mutual funds to those that are rated no lower than AAA or an equivalent rating by at least one nationally recognized rating service. As of September 30, 2019, the District's investment in TexPool and TexSTAR were rated AAAM by Standard & Poor's.

Concentration of Credit Risk. Concentration of credit risk is the risk of loss attributable to the magnitude of a government's investments in the securities of a single issuer. The District's investment policy includes an investment objective of seeking diversification to avoid unreasonable risk. However, the District has no specific policies that limit the amount it may invest in any one issuer.

TexPool. TexPool is a public funds investment pool created pursuant to the Interlocal Cooperation Act of the State of Texas. The District has delegated the authority to hold legal title to the Pool as custodian and to make investment purchases with the District's funds. The State Comptroller of Public Accounts exercises oversight responsibility over TexPool. Oversight includes the ability to significantly influence operations, designation of management and accountability for fiscal matters. Additionally, the State Comptroller has established an advisory board composed of both participants in TexPool and other persons who do not have a business relationship with TexPool. The advisory board members review the investment policy and management fee structure. TexPool uses amortized cost rather than market value to report net position to compute share prices.

TexSTAR. TexSTAR is an external governmental investment pool that is co-administered by J.P. Morgan Chase and First Southwest Asset Management, Inc. TexSTAR is managed by a five-member board comprised of three representatives of eligible governmental entities and one member designated by each of the co-administrators. TexSTAR uses amortized cost rather than market value to report net position to compute share prices.

The TexPool and TexSTAR pools each have a redemption notice period of one day and may redeem daily. The investment pools' authorities may only impose restrictions on redemptions in the event of a general suspension of trading on major securities markets, general banking moratorium or national state emergency that affects the pool's liquidity.

Currently the District does not hold any investments that meet the criteria to be measured using the Level 1, 2 or 3 inputs.

III. CAPITAL ASSETS

Capital asset activity for the year ended September 30, 2019 was as follows:

| | Beginning Balance | Additions | Deletions | Ending Balance |
|--|----------------------|---------------------|-------------|---------------------|
| Capital assets, not being depreciated: | | | | |
| Land | \$ 500,000 | \$ - | \$ - | \$ 500,000 |
| Construction in progress | 373,169 | 2,443,139 | - | 2,816,308 |
| Total capital assets not being depreciated | <u>873,169</u> | <u>2,443,139</u> | <u>-</u> | <u>3,316,308</u> |
| Capital assets, being depreciated: | | | | |
| Buildings and improvements | 1,399,608 | - | - | 1,399,608 |
| Equipment | 1,856,101 | 113,821 | - | 1,969,922 |
| Furniture and fixtures | 213,521 | 18,979 | - | 232,500 |
| | <u>3,469,230</u> | <u>132,800</u> | <u>-</u> | <u>3,602,030</u> |
| Less accumulated depreciation for: | | | | |
| Buildings and improvements | (187,714) | (39,048) | - | (226,762) |
| Equipment | (1,777,199) | (55,331) | - | (1,832,530) |
| Furniture and fixtures | (176,911) | (14,803) | - | (191,714) |
| Total accumulated depreciation | <u>(2,141,824)</u> | <u>(109,182)</u> | <u>-</u> | <u>(2,251,006)</u> |
| Total capital assets, being depreciated, net | <u>1,327,406</u> | <u>23,618</u> | <u>-</u> | <u>1,351,024</u> |
| Total capital assets, net | <u>\$ 2,200,575</u> | <u>\$ 2,466,757</u> | <u>\$ -</u> | <u>\$ 4,667,332</u> |

IV. LONG-TERM OBLIGATIONS

A summary of long-term debt transactions, including the current portion, for the year ended September 30, 2019, is as follows:

| | Beginning Balance | Additions | Reductions | Ending Balance | Due Within One Year |
|---|----------------------|------------------|------------------|-------------------|------------------------|
| Governmental activities: | | | | | |
| Compensated absences | \$ 37,343 | \$ 27,491 | \$ 37,066 | \$ 27,768 | \$ 5,554 |
| Governmental activities long-term liabilities | <u>\$ 37,343</u> | <u>\$ 27,491</u> | <u>\$ 37,066</u> | <u>\$ 27,768</u> | <u>\$ 5,554</u> |

Compensated Absences

Compensated absences represent the estimated liability for employees' accrued vacation leave which employees are entitled to be paid upon termination. The retirement of this liability is paid from the general fund.

V. DEFINED BENEFIT PENSION PLAN

Plan Description. The District participates in a nontraditional defined benefit pension plan in the statewide Texas County and District Retirement System ("TCDRS"). The Board of Trustees of TCDRS is responsible for the administration of the statewide agent, multiple-employer, public employee retirement system consisting of nontraditional defined benefit pension plans. TCDRS issues a publicly available comprehensive annual financial report (CAFR) that can be obtained at www.tcdrs.org.

All full and part-time non-temporary employees participate in the plan, regardless of the number of hours they work in a year. Employees in a temporary position are not eligible for membership.

Benefits Provided. TCDRS provides retirement, disability and survivor benefits for all eligible employees. Benefit terms are established by the TCDRS Act. The benefit terms may be amended as of January 1, each year, but must remain in conformity with the Act.

Members can retire at age 60 and above with 8 or more years of service, with 30 years of service regardless of age, or when the sum of their age and years of service equals 75 or more. Members are vested after eight years of service, but must leave their accumulated contributions in the plan to receive any employer-financed benefit. Members who withdraw their personal contributions in a lump sum are not entitled to any amounts contributed by their employer.

Benefit amounts are determined by the sum of the employee's contributions to the plan, with interest, and employer-financed monetary credits. The level of these monetary credits is adopted by the governing body of the employer within the actuarial constraints imposed by the TCDRS Act so that the resulting benefits can be expected to be adequately financed by the employer's commitment to contribute. By law, employee accounts earn 7%. At retirement, death or disability, the benefit is calculated by converting the sum of the employee's accumulated contributions and the employer-financed monetary credits to a monthly annuity using annuity purchase rates prescribed by the TCDRS Act.

Employees covered by benefit terms

At the December 31, 2018 valuation and measurement date, the following employees were covered by the benefit terms:

| | |
|---|---|
| Inactive employees receiving benefits | 1 |
| Inactive employees entitled to but not yet receiving benefits | 5 |
| Active employees | 7 |

Contributions. The contribution rates for employees in TCDRS are either 4%, 5%, 6%, or 7% of employee gross earnings, as adopted by the employer's governing body. Participating employers are required to contribute at actuarially determined rates to ensure adequate funding for each employer's plan. Under the state law governing TCDRS, the contribution rate for each entity is determined annually by the actuary and approved by the TCDRS Board of Trustees. The replacement life entry age actuarial cost method is used in determining the contribution rate. The actuarially determined rate is the estimated amount necessary to fund benefits in an orderly manner for each participant over his or her career so that sufficient funds are accumulated by the time benefit payments begin, with an additional amount to finance any unfunded accrued liability.

Employees for the District were required to contribute 7% of their annual gross earnings during the fiscal year. The contribution rate for the District was 14% in calendar years 2018 and 2019. The District's contributions to TCDRS for the year ended September 30, 2019, were \$69,383, and were equal to the required contributions.

Net Pension Liability/(Asset). The District's Net Pension Liability/(Asset) was measured as of December 31, 2018, and the Total Pension Liability (TPL) used to calculate the Net Pension Liability/(Asset) was determined by an actuarial valuation as of that date.

Actuarial Assumptions

The Total Pension Liability in the December 31, 2018, actuarial valuation was determined using the following actuarial assumptions:

| | |
|-----------------------------|--|
| Inflation | 2.75% |
| Overall payroll growth | 0.0% |
| Long-term investment return | 8.0% net of investment and administrative expenses |

The District has no automatic cost-of-living adjustments ("COLA") and one is not considered to be substantively automatic. Therefore, no assumption for future cost-of-living adjustments is included in the actuarial valuation. Each year, the District may elect an ad-hoc COLA for its retirees.

Mortality rates for active members, retirees, and beneficiaries were based on the following:

| | |
|--|--|
| Depositing members | 90% of the RP-2014 Active Employee Mortality Table for males and 90% of the RP-2014 Active Employee Mortality Table for females, projected with 110% of the MP-2014 Ultimate scale after 2014. |
| Service retirees, beneficiaries and non-depositing members | 130% of the RP-2014 Healthy Annuitant Mortality Table for males and 110% of the RP-2014 Healthy Annuitant Mortality Table for females, both projected with 110% of the MP-2014 Ultimate scale after 2014. |
| Disabled retirees | 130% of the RP-2014 Disabled Annuitant Mortality Table for males and 115% of the RP-2014 Disabled Annuitant Mortality Table for females, both projected with 110% of the MP-2014 Ultimate scale after 2014 |

The actuarial assumptions that determined the total pension liability as of December 31, 2018, were based on the results of an actuarial experience study for the period January 1, 2013 through December 31, 2016, except where required to be different by GASB 68.

The long-term expected rate of return on pension plan investments is 8.0%. The pension plan's policy in regard to the allocation of invested assets is established and may be amended by the TCDRS Board of Trustees.

The long-term expected rate of return on TCDRS assets is determined by adding inflation to expected long-term real returns, and reflecting expected volatility and correlation. The capital market assumptions and information shown below are provided by TCDRS's investment consultant, Cliffwater LLC. The numbers shown are based on January 2019 information for a 10-year time horizon.

Note that the valuation assumption for long-term expected return is re-assessed at a minimum of every four years, and is set based on a 30-year time horizon; the most recent analysis was performed in 2017.

The target allocation and best estimates of geometric real rates return for each major assets class are summarized in the following table:

| Asset Class | Benchmark | Target Allocation ⁽¹⁾ | Geometric Real Rate of Return (Expected minus Inflation) ⁽²⁾ |
|------------------------------------|---|---|--|
| US Equities | Dow Jones U.S. Total Stock Market Index | 10.50% | 5.40% |
| Private Equity | Cambridge Associates Global Private Equity & Venture Capital Index ⁽³⁾ | 18.00% | 8.40% |
| Global Equities | MSCI World (net) Index | 2.50% | 5.70% |
| Int'l Equities - Developed Markets | MSCI World Ex USA (net) | 10.00% | 5.40% |
| Int'l - Emerging Markets | MSCI Emerging Markets Standard (net) Index | 7.00% | 5.90% |
| Investment-Grade Bonds | Bloomberg Barclays U.S. Aggregate Bond Index | 3.00% | 1.60% |
| Strategic Credit | FTSE High-Yield Cash-Pay Capped Index | 12.00% | 4.39% |
| Direct Lending | S&P/LSTA Leveraged Loan Index | 11.00% | 7.95% |
| Distressed Debt | Cambridge Associates Distressed Securities Index ⁽⁴⁾ | 2.00% | 7.20% |
| REIT Equities | 67% FTSE NAREIT Equity REITs Index + 33% S&P Global REIT (net) Index | 2.00% | 4.15% |
| Master Limited Partnerships (MLPs) | Alerian MLP Index | 3.00% | 5.35% |
| Private Real Estate Partnerships | Cambridge Associates Real Estate Index ⁽⁵⁾ | 6.00% | 6.30% |
| Hedge Funds | Hedge Fund Research, Inc. (HFRI) Fund of Funds Composite Index | <u>13.00%</u> | 3.90% |
| | | <u>100.00%</u> | |

⁽¹⁾ Target asset allocation adopted at the April 2019 TCDRS Board meeting.

⁽²⁾ Geometric real rates of return equal the expected return minus the assumed inflation rate of 1.70%, per Cliffwater's 2019 capital market assumptions.

⁽³⁾ Includes vintage years 2006-present of Quarter Pooled Horizon IRRs.

⁽⁴⁾ Includes vintage years 2005-present of Quarter Pooled Horizon IRRs.

⁽⁵⁾ Includes vintage years 2007-present of Quarter Pooled Horizon IRRs.

Discount Rate

The discount rate used to measure the Total Pension Liability was 8.1%. The projection of cash flows used to determine the discount rate assumed that employee and employer contributions will be made at the rates specified in statute. Based on that assumption, the pension plan's Fiduciary Net Position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the long-term expected rate of return on pension plan investments was applied to all period of projected benefit payments to determine the Total Pension Liability.

Changes in the Net Pension Liability/(Asset)

| | Increase (Decrease) | | |
|--|-----------------------------------|---------------------------------------|---|
| | Total Pension Liability (a) | Plan Fiduciary Net Position (b) | Net Pension Liability/(Asset) (a) - (b) |
| Balance at December 31, 2017 | \$ 1,087,968 | \$ 1,230,453 | \$(142,485) |
| Changes for the year: | | | |
| Service cost | 89,177 | - | 89,177 |
| Interest on total pension liability/(asset) | 94,393 | - | 94,393 |
| Effect of plan changes ⁽²⁾ | 5,295 | - | 5,295 |
| Effect of economic/demographic gains or losses | 2,426 | - | 2,426 |
| Effect of assumptions changes or inputs | - | - | - |
| Benefit payments | (24,077) | (24,077) | - |
| Contributions - employer | - | 67,577 | (67,577) |
| Contributions - members | - | 33,788 | (33,788) |
| Net investment income | - | (22,060) | 22,060 |
| Administrative expense | - | (1,034) | 1,034 |
| Other changes ⁽³⁾ | - | 2,427 | (2,427) |
| Balance at December 31, 2018 | <u>\$ 1,255,182</u> | <u>\$ 1,287,074</u> | <u>\$(31,892)</u> |

⁽¹⁾ Reflects the change in the liability due to the time value of money. TCDRS does not charge fees or interest.

⁽²⁾ Reflects plan changes adopted effective in 2019.

⁽³⁾ Relates to allocation of system-wide items.

Sensitivity Analysis

The following presents the net pension liability of the District, calculated using the discount rate of 8.1%, as well as what the District's net pension liability/(asset) would be if it were calculated using a discount rate that is 1-percentage-point lower (7.1%) or 1-percentage-higher (9.1%) than the current rate:

| | 1% Decrease in Discount Rate (7.1%) | Discount Rate (8.1%) | 1% Increase in Discount Rate (9.1%) |
|--|---|----------------------------|---|
| Total pension liability | \$ 1,406,802 | \$ 1,255,182 | \$ 1,124,360 |
| Fiduciary net position | <u>1,287,074</u> | <u>1,287,074</u> | <u>1,287,074</u> |
| District's net pension liability (asset) | <u>\$ 119,728</u> | <u>\$(31,892)</u> | <u>\$(162,714)</u> |

Pension Plan Fiduciary Net Position

Detailed information about the pension plan's Fiduciary Net Position is available in a separately-issued TCDRS financial report. The report may be obtained on the Internet at www.tcdrs.org.

Pension Expense and Deferred Outflows and Deferred Inflows of Resources Related to Pensions

For the year ended September 30, 2019, the District recognized pension expense of \$88,100. At September 30, 2019, the District reported deferred outflows of related to pensions from the following sources:

| | Deferred Outflows of Resources | Deferred Inflows of Resources |
|---|--------------------------------------|-------------------------------------|
| Differences between expected and actual experience | \$ 4,047 | \$ 4,967 |
| Change of assumptions | 5,238 | - |
| Difference between projected and actual investment earnings | 85,140 | - |
| Contributions subsequent to the measurement date | <u>49,112</u> | <u>-</u> |
| Totals | <u>\$ 143,537</u> | <u>\$ 4,967</u> |

\$49,112 reported as deferred outflows of resources related to pension resulting from contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability for the year ending September 30, 2020. Other amounts reported as deferred outflows and inflows of resources related to pensions will be recognized in pension expenses as follows:

| <u>For the Year Ended</u> <u>September 30,</u> | |
|---|------------------|
| 2020 | \$ 34,344 |
| 2021 | 14,658 |
| 2022 | 14,024 |
| 2023 | 25,715 |
| Thereafter | <u>717</u> |
| | <u>\$ 89,458</u> |

VI. DEFINED OTHER POSTEMPLOYMENT BENEFIT PLAN

Plan Description. The District voluntarily participates in the Texas County & District Group Term Life Fund (TCDRS GTLF). The GTLF is a single employer defined Other Post-Employment Benefit (OPEB) plan as defined by GASB Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions*. No assets are accumulated in a trust that meets the criteria in paragraph 4 of GASB Statement No. 75. It is established and administered in accordance with the TCDRS Act.

Benefits Provided. The GTLF provides group-term life insurance to District employees who are active members in TCDRS, including or not including retirees. The District’s Board of Managers opted into this program via a resolution, and may terminate coverage under, and discontinue participation in, the GTLF by adopting an resolution.

Payments from this fund are similar to group-term life insurance benefits and are paid to the designated beneficiaries upon the receipt of an approved application for payment. The death benefit for active employees provides a lump-sum payment approximately equal to the employee’s most recent regular annualized salary. The death benefit for retirees is considered an other employment benefit and is a fixed amount of \$5,000.

Employees covered by benefit terms. The number of employees currently covered by the benefit terms is as follows:

| | |
|---|---|
| Inactive employees receiving benefits | 1 |
| Inactive employees entitled to but not yet receiving benefits | - |
| Active employees | 7 |

Contributions. The District contributes to the GTLF at a contractually required rate as determined by an annual actuarial valuation, which was 0.27% for 2019 and 0.28% for 2018, of which 0.02% and 0.02%, respectively, represented the retiree-only portion for each year, as a percentage of annual covered payroll. The rate is equal to the cost of providing one-year term life insurance. The funding policy for the GTLF program is to assure that adequate resources are available to meet all death benefit payments for the upcoming year; the intent is not to prefund retiree term life insurance during employees' entire careers. The District's contributions to the GTLF for the years ended September 30, 2019 and 2018 were \$1,452 and \$1,350, respectively, representing contributions for both active and retiree coverage, which equaled the required contributions each year.

Total OPEB Liability. The District's total OPEB liability (TOL) was measured as of December 31, 2018 as determined by an actuarial valuation as of that date.

Actuarial Assumptions. The total OPEB liability in the December 31, 2018 actuarial valuation was determined using the following actuarial assumptions:

| | |
|---|---|
| Measurement year ended | December 31, 2018 |
| Investment rate of return (discount rate) | 4.10%, or 20 Year Bond GO Index published by bondbuyer.com as of December 27, 2018. |
| Actuarial cost method | Entry age normal |

Mortality rates for active members, retirees, and beneficiaries were based on the following:

| | |
|--|---|
| Depositing members | 90% of the RP-2014 Active Employee Mortality Table for males and 90% of the RP-2014 Active Employee Mortality Table for females, projected with 110% of the MP-2014 Ultimate scale after 2014. |
| Service retirees, beneficiaries and non-depositing members | 130% of the RP-2014 Healthy Annuitant Mortality Table for males and 110% of the RP-2014 Healthy Annuitant Mortality Table for females, both projected with 110% of the MP-2014 Ultimate scale after 2014. |
| Disabled retirees | 130% of the RP-2014 Disabled Annuitant Mortality Table for males and 115% of the RP-2014 Disabled Annuitant Mortality Table for females, both projected with 110% of the MP-2014 Ultimate scale after 2014. |

All actuarial assumptions and methods that determined the total OPEB liability as of December 31, 2018 were based on the results of an actuarial experience study for the period January 1, 2013 – December 31, 2016, except where required to be different by GASB 75.

Discount Rate. The TCDRS GTL program is treated as an unfunded OPEB plan because the GTL trust covers both actives and retirees and the assets are not segregated for these groups. Under GASB 75 (paragraph 155), the discount rate for an unfunded OPEB plan should be based on 20-year tax-exempt AA or higher Municipal Bonds. Therefore, a discount rate of 4.10% based on the 20 Year Bond GO Index published by bondbuyer.com is used as of the measurement date of December 31, 2018.

Discount Rate Sensitivity Analysis. The following schedule shows the impact of the total OPEB Liability if the discount rate used was 1% less than and 1% greater than the discount rate that was used in measuring the total OPEB Liability.

| | 1% Decrease in Discount Rate (3.1%) | Current Discount Rate (4.1%) | 1% Increase in Discount Rate (5.1%) |
|----------------------|---|------------------------------------|---|
| Total OPEB liability | \$ 9,393 | \$ 7,900 | \$ 6,710 |

OPEB Liability, OPEB Expense, and Deferred Outflows and Inflows of Resources Related to OPEBs. At September 30, 2019, the District reported a liability of \$7,900 for its total OPEB liability. The total OPEB Liability was determined by an actuarial valuation as of December 31, 2018. For the year ended September 30, 2019, the District recognized OPEB expense of \$914. There were no changes of benefit terms that affected measurement of the total OPEB liability during the measurement period.

Changes in the Total OPEB Liability

| | Changes in Total OPEB Liability |
|--|------------------------------------|
| Balance at December 31, 2017 | \$ 8,306 |
| Changes for the year: | |
| Service cost | 736 |
| Interest on total OPEB liability ⁽¹⁾ | 309 |
| Effect of economic/demographic gains or losses | (407) |
| Effect of assumptions changes or inputs ⁽²⁾ | (947) |
| Benefit payments | (97) |
| Balance at December 31, 2018 | \$ 7,900 |

⁽¹⁾ Reflects the change in the liability due to the time value of money. TCDRS does not charge fees or interest.

⁽²⁾ Reflects change in discount rate and the new assumptions adopted based on the January 1, 2013-December 31, 2016 Investigation of Experience.

At September 30, 2019, the District reported deferred outflows of resources and deferred inflows of resources related to other post-employment benefits from the following sources:

| | Deferred Outflows of Resources | Deferred Inflows of Resources |
|---|--------------------------------------|-------------------------------------|
| Differences between expected and actual experience | \$ - | \$ 443 |
| Change of assumptions | 215 | 842 |
| Difference between projected and actual investment earnings | - | - |
| Contributions subsequent to the measurement date | 70 | - |
| Totals | \$ 285 | \$ 1,285 |

\$70 reported as deferred outflows of resources related to OPEB resulting from contributions subsequent to the measurement date will be recognized as a reduction of the total OPEB liability for the year ending September 30, 2020. Other amounts of the reported as deferred outflows and inflows of resources related to OPEB will be recognized in OPEB expense as follows:

| <u>Year Ended</u> <u>September 30,</u> | |
|---|-------------------|
| 2020 | \$(131) |
| 2021 | (131) |
| 2022 | (131) |
| 2023 | (131) |
| 2024 | <u>(546)</u> |
| | <u>\$(1,070)</u> |

VII. RISK MANAGEMENT

The District is exposed to various risks of loss from torts; theft of, damage to, and destruction of assets; business interruption; errors and omissions; employee and client injuries and illnesses; and natural disasters. Commercial insurance coverage is purchased for claims arising from such matters.

VIII. DEFERRED COMPENSATION PLAN

The District also has an eligible deferred compensation plan that permits employees to defer a portion of their current compensation in accordance with the provisions of Internal Revenue Code Section 457(b). Total contributions for the year ended September 30, 2019 was \$13,080.

IX. NEW ACCOUNTING STANDARDS

Significant new accounting standards issued by the Governmental Accounting Standards Board (GASB) not yet implemented by the District include the following:

Statement No. 84, Fiduciary Activities – This Statement improves guidance regarding the identification of fiduciary activities for accounting and financial reporting purposes and how those activities should be reported. The focus is generally on whether a government is controlling the assets of the fiduciary activity and on the beneficiaries with whom a fiduciary relationship exists. This Statement will become effective for the District in fiscal year 2020.

Statement No. 87, Leases – This Statement will improve the accounting and financial reporting for leases by governments by requiring recognition of certain lease assets and liabilities previously classified as operating leases. It establishes a single model for lease accounting based on the principle that leases are financing the right to use an underlying asset. Under the Statement a lessee is required to recognize a lease liability and an intangible right-to-use asset, and a lessor is required to recognize a lease receivable and a deferred inflow of resource, enhancing the relevance and consistency of information about leasing activities. This Statement will become effective for the District in fiscal year 2021.

**REQUIRED SUPPLEMENTARY
INFORMATION**

**McLENNAN COUNTY 9-1-1
EMERGENCY ASSISTANCE DISTRICT**

SCHEDULE OF CHANGES IN NET PENSION LIABILITY/(ASSET)
AND RELATED RATIOS

FOR THE YEAR ENDED SEPTEMBER 30, 2019

| Plan Year Ended December 31 | <u>2014</u> | <u>2015</u> |
|--|---------------------|--------------------|
| Total Pension Liability | | |
| Service Cost | \$ 75,836 | \$ 79,557 |
| Interest total pension liability | 49,651 | 58,813 |
| Effect of plan changes | - | (9,132) |
| Effect of economic/demographic gains or losses | (2,688) | (13,556) |
| Effect of assumptions changes or inputs | - | 7,107 |
| Benefit payments | - | (21,465) |
| Net change in Total Pension Liability | 122,799 | 101,324 |
| Total Pension Liability - beginning | <u>575,800</u> | <u>698,599</u> |
| Total Pension Liability - ending (a) | <u>\$ 698,599</u> | <u>\$ 799,923</u> |
| Plan Fiduciary Net Position | | |
| Contributions - employer | \$ 54,409 | \$ 59,717 |
| Contributions - members | 27,204 | 29,859 |
| Benefit payments | - | (21,465) |
| Net investment income | 46,439 | (30,024) |
| Administrative expenses | (593) | (616) |
| Other | <u>(43)</u> | <u>2,196</u> |
| Net change in Plan Fiduciary Net Position | 127,416 | 39,667 |
| Plan Fiduciary Net Position - beginning | <u>703,006</u> | <u>830,422</u> |
| Plan Fiduciary Net Position - ending (b) | <u>830,422</u> | <u>870,089</u> |
| Net Pension Liability (Asset) - ending (a) - (b) | <u>\$(131,823)</u> | <u>\$(70,166)</u> |
| Plan Fiduciary Net Position as a percentage of Total Pension Liability | 118.87% | 108.77% |
| Covered employee payroll | \$ 377,111 | \$ 426,511 |
| Net Pension Liability (Asset) as a percentage of covered employee payroll | -34.96% | -16.45% |

Note: The District adopted GASB Statement No. 68, *Accounting and Financial Reporting for Pensions*, effective October 1, 2014. Information for years prior to 2014 is not available.

| <u>2016</u> | <u>2017</u> | <u>2018</u> |
|---------------------|----------------------|---------------------|
| \$ 85,177 | \$ 85,929 | \$ 89,177 |
| 67,347 | 81,651 | 94,393 |
| 2,542 | 4,469 | 5,295 |
| 2,137 | 1,557 | 2,426 |
| - | 4,303 | - |
| (23,416) | (23,651) | (24,077) |
| 133,787 | 154,258 | 167,214 |
| <u>799,923</u> | <u>933,710</u> | <u>1,087,968</u> |
| \$ <u>933,710</u> | \$ <u>1,087,968</u> | \$ <u>1,255,182</u> |
| | | |
| \$ 60,993 | \$ 64,335 | \$ 67,577 |
| 30,496 | 32,167 | 33,788 |
| (23,416) | (23,651) | (24,077) |
| 64,872 | 148,451 | (22,060) |
| (704) | (820) | (1,034) |
| <u>6,672</u> | <u>969</u> | <u>2,427</u> |
| 138,913 | 221,451 | 56,621 |
| <u>870,089</u> | <u>1,009,002</u> | <u>1,230,453</u> |
| <u>1,009,002</u> | <u>1,230,453</u> | <u>1,287,074</u> |
| \$(<u>75,292</u>) | \$(<u>142,485</u>) | \$(<u>31,892</u>) |
| | | |
| 108.06% | 113.10% | 102.54% |
| \$ 435,661 | \$ 459,533 | \$ 482,690 |
| | | |
| -17.28% | -31.01% | -6.61% |

**McLENNAN COUNTY 9-1-1
EMERGENCY ASSISTANCE DISTRICT**

SCHEDULE OF PENSION CONTRIBUTIONS

FOR THE YEAR ENDED SEPTEMBER 30, 2019

| Fiscal Year Ended September 30 | 2015 | 2016 | 2017 | 2018 | 2019 |
|---|-------------------|-------------------|-------------------|-------------------|-------------------|
| Actuarially Determined Contributions | \$ 46,535 | \$ 45,641 | \$ 44,525 | \$ 48,251 | \$ 52,565 |
| Contributions in relation to the actuarially determined contributions | <u>54,409</u> | <u>59,717</u> | <u>60,993</u> | <u>64,335</u> | <u>67,577</u> |
| Contribution deficiency (excess) | \$(7,874) | \$(14,076) | \$(16,468) | \$(16,084) | \$(15,012) |
| Covered employee payroll | <u>\$ 377,111</u> | <u>\$ 426,551</u> | <u>\$ 435,661</u> | <u>\$ 459,533</u> | <u>\$ 482,690</u> |
| Contributions as a percentage of covered employee payroll | 14.43% | 14.00% | 14.00% | 14.00% | 14.00% |

Notes to Schedule of Contributions

Valuation Date: Actuarially determined contribution rates are calculated each December 31, two years prior to the end of the fiscal year in which contributions are reported.

Methods and Assumptions Used to Determine Contributions Rates:

| | |
|---|---|
| Actuarial Cost Method | Entry Age Normal |
| Amortization Method | Level percentage of payroll, closed |
| Remaining Amortization Period | 0 years (based on contribution rate calculated in 12/31/2018 valuation) |
| Asset Valuation Method | 5-year smoothed market |
| Inflation | 2.75% |
| Salary Increases | Varies by age and service. 4.9% average over career including inflation. |
| Investment Rate of Return | 8.00%, net of investment expenses, including inflation |
| Retirement Age | Members who are eligible for service retirement are assumed to commence receiving benefit payments based on age. The average age at service retirement for recent retirees is 61. |
| Mortality | 130% of the RP-2014 Healthy Annuitant Mortality Table for males and 110% of the RP-2014 Healthy Annuitant Mortality Table for females, both projected with 110% of the MP-2014 Ultimate scale after 2014. |
| Changes in Assumptions and Methods Reflected in the Schedule of Employer Contributions* | 2015: New inflation, mortality and other assumptions were reflected. 2017: New mortality assumptions were reflected. |
| Changes in Plan Provisions Reflected in the Schedule of Employer Contributions* | 2015: No changes in plan provisions were reflected in the Schedule. 2016: No changes in plan provisions were reflected in the Schedule. 2017: Employer contributions reflect that a 1% flat COLA was adopted. Also, new Annuity Purchase Rates were reflected for benefits earned after 2017. 2018: Employer contributions reflect at a 100% CPI COLA was adopted. |

* Only changes that affect the benefit amount and that are effective 2015 and later are shown in the Notes to the Schedule.

Note: The District adopted GASB Statement No. 68, *Accounting and Financial Reporting for Pensions*, effective October 1, 2014. Information for years prior to 2015 is not available.

**McLENNAN COUNTY 9-1-1
EMERGENCY ASSISTANCE DISTRICT**

SCHEDULE OF CHANGES IN TOTAL OPEB LIABILITY
AND RELATED RATIOS

FOR THE YEAR ENDED SEPTEMBER 30, 2019

| Plan Year Ended December 31 | <u>2017</u> | <u>2018</u> |
|---|--------------------|--------------------|
| Total OPEB Liability | | |
| Service Cost | \$ 700 | \$ 736 |
| Interest on total OPEB liability | 298 | 309 |
| Effect of assumption changes or inputs | 276 | (947) |
| Effect of economic/demographic gains or losses | (104) | (407) |
| Benefit payments | (92) | (97) |
| Net change in Total OPEB Liability | 1,078 | (406) |
| Total OPEB Liability - beginning | <u>7,228</u> | <u>8,306</u> |
| Total OPEB Liability - ending | <u>\$ 8,306</u> | <u>\$ 7,900</u> |
| Pensionable covered payroll | \$ 459,533 | \$ 482,690 |
| Total OPEB liability (asset) as a percentage of covered payroll | 1.81% | 1.64% |

Note: The District adopted GASB Statement No. 75, *Accounting and Financial Reporting for Other Postemployment Benefits*, effective October 1, 2017. Information for years prior to 2017 is not available.

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COMPLIANCE SECTION

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INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

Board of Managers
McLennan County 9-1-1 Emergency Assistance District
Woodway, Texas

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the business-type activities of McLennan County 9-1-1 Emergency Assistance District (the "District"), as of and for the year ended September 30, 2019, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our report thereon dated January 31, 2020.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit, we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

OFFICE LOCATIONS

TEXAS | Waco | Temple | Hillsboro | Houston
NEW MEXICO | Albuquerque

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Pattillo, Brown + Hill, L.L.P.

Waco, Texas
January 31, 2020

Board of Managers
McLennan County 9-1-1 Emergency Assistance District
Woodway, Texas

We have audited the financial statements of McLennan County 9-1-1 Emergency Assistance District as of and for the year ended September 30, 2019, and have issued our report thereon dated January 31, 2020. Professional standards require that we advise you of the following matters relating to our audit.

Our Responsibility in Relation to the Financial Statement Audit

As communicated in our engagement letter dated August 6, 2019, our responsibility, as described by professional standards, is to form and express opinions about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America. Our audit of the financial statements does not relieve you or management of your respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over financial reporting. Accordingly, as part of our audit, we considered the internal control of McLennan County 9-1-1 Emergency Assistance District solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

Planned Scope and Timing of the Audit

We conducted our audit consistent with the planned scope and timing we previously communicated to you.

Compliance with All Ethics Requirements Regarding Independence

The engagement team, others in our firm, and, as appropriate, our firm have complied with all relevant ethical requirements regarding independence.

As a part of the engagement we assisted in preparing the financial statements, and related notes to the financial statements of McLennan County 9-1-1 Emergency Assistance District in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services were not conducted in accordance with *Government Auditing Standards*.

OFFICE LOCATIONS

TEXAS | Waco | Temple | Hillsboro | Houston
NEW MEXICO | Albuquerque

In order to ensure we maintain our independence for performing these nonaudit services certain safeguards were applied to this engagement. Management assumed responsibility for the financial statements, and related notes to the financial statements and any other nonaudit services we provided. Management acknowledged in the management representation letter our assistance with the preparation of the financial statements, and related notes to the financial statements and that these items were reviewed and approved prior to their issuance and accepted responsibility for them. Further, the nonaudit services were overseen by an individual within management that has the suitable skill, knowledge, or experience; evaluated the adequacy and results of the services; and accepted responsibility for them.

Qualitative Aspects of the Entity's Significant Accounting Practices

Significant Accounting Policies

Management has the responsibility to select and use appropriate accounting policies. A summary of the significant accounting policies adopted by McLennan County 9-1-1 Emergency Assistance District is included in Note I to the financial statements. There have been no initial selection of accounting policies and no changes in significant accounting policies or their application during the fiscal year ending September 30, 2019. No matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

Significant Accounting Estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's current judgments. Those judgments are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management's current judgments.

The most sensitive accounting estimates affecting the financial statements are:

Management's estimate of the useful lives of capital assets is based on the expected lifespan of the asset in accordance with standard guidelines. We evaluated the key factors and assumptions used to develop the estimate of useful lives in determining that it is reasonable in relation to the financial statements taken as a whole and in relation to the applicable opinion units.

Management's estimate of the net pension asset, total OPEB liability, pension expense and OPEB expense are based on actuarial assumptions which are determined by the demographics of the plan and future projections that the actuary makes based on historical information of the plan and the investment market. We evaluated the key factors and assumptions used to develop the net pension asset, total OPEB liability, pension expense and OPEB expense and determined that they are reasonable in relation to the basic financial statements taken as a whole and in relation to the applicable opinion units.

Financial Statement Disclosures

Certain financial statement disclosures involve significant judgment and are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting McLennan County 9-1-1 Emergency Assistance District's financial statements relate to the net pension asset. The disclosures in the financial statements are neutral, consistent, and clear.

Significant Difficulties Encountered during the Audit

We encountered no significant difficulties in dealing with management relating to the performance of the audit.

Uncorrected and Corrected Misstatements

For purposes of this communication, professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effect of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances or disclosures, and the financial statements as a whole and each applicable opinion unit. Management has corrected all identified misstatements.

In addition, professional standards require us to communicate to you all material, corrected misstatements that were brought to the attention of management as a result of our audit procedures. None of the misstatements identified by us as a result of our audit procedures and corrected by management were material, either individually or in the aggregate, to the financial statements taken as a whole or applicable opinion units.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to McLennan County 9-1-1 Emergency Assistance District's financial statements or the auditor's report. No such disagreements arose during the course of the audit.

Representations Requested from Management

We have requested certain written representations from management, which are included in the management representation letter dated January 31, 2020.

Management's Consultations with Other Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

Other Significant Matters, Findings, or Issues

In the normal course of our professional association with McLennan County 9-1-1 Emergency Assistance District, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, operating and regulatory conditions affecting the entity, and operational plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as McLennan County 9-1-1 Emergency Assistance District's auditors.

New Accounting Pronouncements

The Governmental Accounting Standards Board (GASB) issued the following statements which become effective for fiscal years 2020 and 2021.

Statement No. 84, Fiduciary Activities – This Statement improves guidance regarding the identification of fiduciary activities for accounting and financial reporting purposes and how those activities should be reported. The focus is generally on whether a government is controlling the assets of the fiduciary activity and on the beneficiaries with whom a fiduciary relationship exists. This Statement will become effective for the District in fiscal year 2020.

Statement No. 87, Leases - This Statement will improve the accounting and financial reporting for leases by governments by requiring recognition of certain lease assets and liabilities previously classified as operating leases. It establishes a single model for lease accounting based on the principle that leases are financing the right to use an underlying asset. Under the Statement a lessee is required to recognize a lease liability and an intangible right-to-use asset, and a lessor is required to recognize a lease receivable and a deferred inflow of resource, enhancing the relevance and consistency of information about leasing activities. This Statement will become effective for the District in fiscal year 2021.

This report is intended solely for the information and use of the Board of Managers and management of McLennan County 9-1-1 Emergency Assistance District and is not intended to be and should not be used by anyone other than these specified parties.

Pattillo, Brown + Hill, L.L.P.

Waco, Texas
January 31, 2020

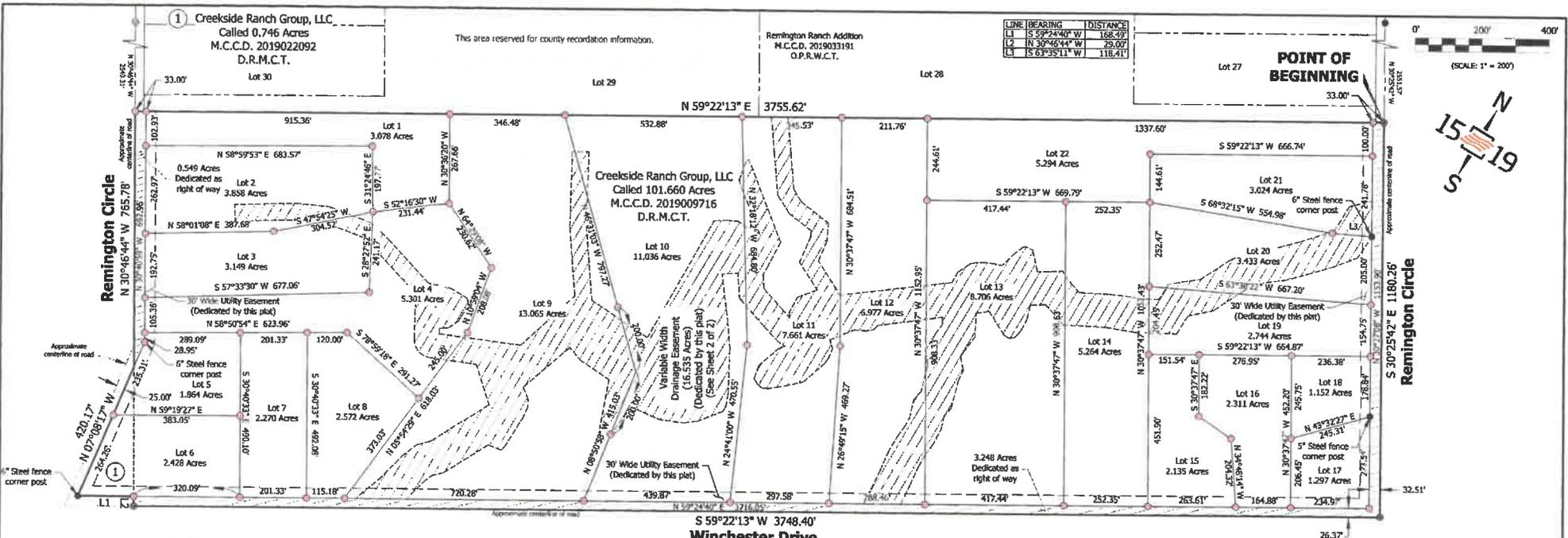
McLennan County Credit Card Purchases

| Department | Amount | Description |
|--------------------------------|------------|---|
| Information Technology | \$99.95 | Purchase of Screencast Pro Renewal from TechSmith. It is for screen capturing software |
| 54th District Court | \$1,039.97 | Purchase of computer equipment from Best Buy for people working from home due to COVID-19 |
| Road & Bridge, Pct. 2 | \$1,050.96 | Purchase of computer equipment from Best Buy for people working from home due to COVID-19 |
| Justice of the Peace, Pct. 1-1 | \$1,859.96 | Purchase of computer equipment from Best Buy for people working from home due to COVID-19 |
| Various Departments | \$340.00 | Purchase of gloves from JAB Trading Industries |
| 74th District Court | \$829.98 | Purchase of a laptop (\$799.99) and sleeve for laptop (\$29.99) from Best Buy due to COVID-19 |

FINAL PLAT OF
"FOSTER BRANCH ESTATES ADDITION, LOTS 1-22"
TO MCLENNAN COUNTY
PRECINCT 1

On this the 5th day of May 2020 there came before the Commissioners Court the matter of approving the final plat of land being "FOSTER BRANCH ESTATES ADDITION, LOTS 1-22" to McLennan County, Texas according to the plat of said addition submitted by 1519 Surveying, LLC.

Upon motion being made by Commissioner _____, seconded by Commissioner _____ and duly passed, said subdivision plat was approved. Approval of the plat does not constitute any obligation on the part of the County for maintenance of any improvements.



STATE OF TEXAS
COUNTY OF MCLENNAN

BEING all of that tract of land in McLennan County, Texas, out of the Thomas Figure Survey, Abstract Number 353, being all of that called 101.660 acre tract of land described in a deed to Creekside Ranch Group, LLC as recorded in McLennan County Clerk's Document (M.C.C.D.) 201902092 of the Official Public Records of McLennan County, Texas (O.P.R.M.C.T.), and all of that called 0.746 acre tract of land described in a deed to Creekside Ranch Group, LLC as recorded in M.C.C.D. 201902092 of the O.P.R.M.C.T., and being further described as follows:

RECORDING at a cotton spindle found for the North corner said 101.660 acres, the East corner of that called 218.835 acre tract of land described in a deed to Foon Farms, Ltd. as recorded in M.C.C.D. 201901334 of the O.P.R.M.C.T., from which a 1/2 inch steel rod found for the North corner of said 218.835 acres bears North 30 degrees 25 minutes 43 seconds West, 255.7 feet;

THENCE South 30 degrees 28 minutes 42 seconds East, 318.26 feet with the Northwest line of said 101.660 acres, along the approximate center of Remington Circle to a cotton spindle found for the East corner of said 101.660 acres, being in the approximate center of Remington Circle at its intersection with the approximate center of Winchester Drive;

THENCE South 59 degrees 23 minutes 13 seconds West, 3746.40 feet with the Southeast line of said 101.660 acres, along the approximate center of Winchester Drive to a cotton spindle found for the South corner of said 101.660 acres;

THENCE North 39 degrees 28 minutes 44 seconds West, 28.00 feet with the Southeast line of said 101.660 acres to a 1/2 inch steel rod capped "1519 SURVEYING" found for the East corner of said 0.746 acres being in the Northwest line of Winchester Road;

THENCE South 39 degrees 08 minutes 40 seconds West, 168.46 feet with the Southeast line of said 0.746 acres to a 1/2 inch steel rod found with cap stamped "1519 SURVEYING" for the south corner of said 0.746 acres, being in the Northwest line of Winchester Road at its intersection with the Southeast line of Remington Circle;

THENCE North 87 degrees 08 minutes 17 seconds West, 420.17 feet with the Northwest line of said 0.746 acres to a 1/2 inch steel rod found with cap stamped "1519 SURVEYING" for the north corner of said 0.746 acres being in the Southeast line of said 101.660 acres;

THENCE North 39 degrees 48 minutes 44 seconds West, 762.78 feet with the Southeast line of said 101.660 acres, along the approximate center of Remington Circle to a 1/2 inch steel rod found with cap stamped "1519 SURVEYING" for the west corner of said 101.660 acres and the south corner of said 218.835 acres from which a 1/2 inch steel rod found with cap stamped "1519 SURVEYING" for reference bears North 39 degrees 22 minutes 13 seconds East, 31.50 feet, and from which a 1/2 inch steel rod found with cap stamped "1519 SURVEYING" for the west corner of said 218.835 acres bears North 30 degrees 45 minutes 44 seconds West, 251.36 feet;

THENCE North 59 degrees 23 minutes 13 seconds East, 3755.62 feet with the common line between said 101.66 and 218.835 acres to the POINT OF BEGINNING and continuing 3481.889 acres of land of which 2.616 acres lie within Winchester Drive and 1.409 acres lie within Remington Circle.

Bearings, distances, and acreage are grid, NAD83 State Plane Coordinate System, Texas Central Zone 4203.

STATE OF TEXAS
COUNTY OF MCLENNAN:

I hereby certify that the above and foregoing plat and field notes of the "FINAL PLAT, FOSTER BRANCH ESTATES ADDITION, LOTS 1-22, MCLENNAN COUNTY, TEXAS, BEING ALL OF THAT CALLED 101.66 ACRE TRACT OF LAND DESCRIBED IN A DEED TO CREEKSIDE RANCH GROUP, LLC AS RECORDED IN MCLENNAN COUNTY CLERK'S DOCUMENT 201902092 AND ALL OF THAT CALLED 0.746 ACRE TRACT OF LAND DESCRIBED IN A DEED TO CREEKSIDE RANCH GROUP, LLC AS RECORDED IN MCLENNAN COUNTY CLERK'S DOCUMENT 201902092, IN THE OFFICIAL PUBLIC RECORDS OF MCLENNAN COUNTY, TEXAS," was approved by the McLennan County Commissioners Court on this 23 day of March, 2020, such approval not to be construed as an obligation on the part of the County for the construction and/or maintenance of and road(s) or other improvements shown hereon.

McLENNAN COUNTY COMMISSIONER'S COURT

By: Scott Felton
McLennan County Judge

OWNERS STATEMENT

STATE OF TEXAS
COUNTY OF MCLENNAN

Creekside Ranch Group, LLC, owner of the tract of land shown hereon, relating to subdivided same into lots and blocks do hereby adopt the plat attached hereto and titled "FINAL PLAT, FOSTER BRANCH ESTATES ADDITION, LOTS 1-22, MCLENNAN COUNTY, TEXAS, BEING ALL OF THAT CALLED 101.66 ACRE TRACT OF LAND DESCRIBED IN A DEED TO CREEKSIDE RANCH GROUP, LLC AS RECORDED IN MCLENNAN COUNTY CLERK'S DOCUMENT 201902092 AND ALL OF THAT CALLED 0.746 ACRE TRACT OF LAND DESCRIBED IN A DEED TO CREEKSIDE RANCH GROUP, LLC AS RECORDED IN MCLENNAN COUNTY CLERK'S DOCUMENT 201902092, IN THE OFFICIAL PUBLIC RECORDS OF MCLENNAN COUNTY, TEXAS," in McLennan County, Texas, as its legal subdivision of same and do hereby declare all rights of way shown hereon to be in the use of the public and McLennan County, Trustee of the Public to hold these rights of way and the County shall have no responsibility to repair or replace such improvements if they are damaged or destroyed in the utilization of these rights of way. The utility easements shown hereon are hereby dedicated to the public and any public utility, including the City of Briscoe-Eddy, shall have the right to move and keep in good use on any of any building, fence, trees, shrubs, other growth or improvements which in any way endanger or interfere with the construction, maintenance, or efficiency of its respective systems on any of the hereby easements shown on the plat for the purpose of construction, reconstruction, inspection, painting, maintaining and adding to or removing all or part of its respective systems without the necessity at any time of procuring the permission of anyone. The sale of the lots shown on this plat shall be made hereunder subject to conditions and the conditions recorded in McLennan County, Texas Real Property Records pertaining to such subdivisions.

Owner: Creekside Ranch Group, LLC

By: Garrett Williams, Inc. Manager of Creekside Ranch Group, LLC
Jay Williams, President
3030 N. Beaumont Ave.
San Antonio, Texas 78201

STATE OF TEXAS
COUNTY OF MCLENNAN

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared, Jay Williams, known to me to be the person whose name is subscribed to the foregoing instrument and he acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacities therein stated.

Given under my hand and seal of office this 23 day of March, 2020.

Kathryn Reynolds
Notary Public in and for the State of Texas
My Commission Expires 9/23/25

LEGEND

- 1/2 inch Steel Rod Found
- 1/2 inch Steel Rod Capped "1519 SURVEYING"
- Cotton Spindle Set
- 4 inch Steel Fence Corner Post Found

M.C.C.D. McLennan County Clerk's Document
O.P.R.M.C.T. Official Public Records McLennan County, Texas

STATE OF TEXAS
COUNTY OF MCLENNAN

The undersigned agent hereby acknowledges that they have reviewed the subdivision of the property described in the above dedication and are familiar with the effect of that subdivision on property on which they hold a deed of trust. Those signing below hereby consent to and join in the dedication of the subdivision of the property described in the above dedication.

By: Scott Rogers
Scott Rogers, Executive Vice President

Property on which you hold a Deed of Trust: All that tract of land described in a deed of trust recorded under McLennan County Clerk's Document 201909717 of the Official Public Records of McLennan County, Texas.

NAME OF DEED OF TRUST HOLDER:
Alliance Bank Central Texas
P.O. Box 7954
Waco, Texas 76714

STATE OF TEXAS
COUNTY OF MCLENNAN

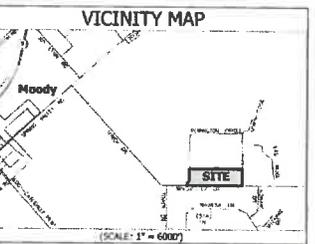
BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared, Scott Rogers, known to me to be the person whose name is subscribed to the foregoing instrument and he acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this 23 day of March, 2020.

Armando Medrano
Notary Public in and for the State of Texas
My Commission Expires 10/1/21

Armando Medrano
Notary Public
STATE OF TEXAS
ID# 108626
My Commission Expires 10/01/2021

This area reserved for county recordation information.



SURVEY NOTES:

1. Measured bearings, distances, and acreage are grid, NAD83 State Plane Coordinate System, Texas Central Zone 4203.
2. This survey was prepared without the benefit of a current title report/commitment. There may be easements, restrictions, and/or covenants affecting this property, not shown hereon.
3. Electricity provided by Heart of Texas CDDP.
4. Water provided by City of Briscoe-Eddy, CON# 11285. There exists a 20' waterline easement to the City of Briscoe-Eddy as recorded under McLennan County Clerk's Document 201902215 of the Official Public Records of McLennan County, Texas.
5. The survey resides within Moody ISD.
6. The south corner of the subject property is at the intersection of Remington Circle and Winchester Drive.
7. Measured bearings and distances shown hereon match record bearings and distances.
8. The drainage easement shown hereon is private and no dedications to the public is intended. Any conditions affecting the drainage easement shall be recorded in separate instrument.

STATE OF TEXAS
COUNTY OF MCLENNAN

This statement certifies that planning materials and a facility suitability report prepared by Eric L. Williams, P.E., on the 18 day of August, 2019 has been submitted and accepted for this subdivision plat. Individual On-Site Sewage Facility designs must be submitted for approval for this lot, and built to Texas Commission on Environmental Quality (TCEQ) regulations prior to occupation of the residence. This subdivision plat approved and accepted by the Waco-McLennan County Public Health District on this the 23 day of April, 2020.

Dark Little
Dark Little, Environmental Health Manager

FINAL PLAT
FOSTER BRANCH
ESTATES ADDITION
LOTS 1-22
MCLENNAN COUNTY, TEXAS

BEING ALL OF THAT CALLED 101.66 ACRE TRACT OF LAND DESCRIBED IN A DEED TO CREEKSIDE RANCH GROUP, LLC AS RECORDED IN MCLENNAN COUNTY CLERK'S DOCUMENT 201902092 AND ALL OF THAT CALLED 0.746 ACRE TRACT OF LAND DESCRIBED IN A DEED TO CREEKSIDE RANCH GROUP, LLC AS RECORDED IN MCLENNAN COUNTY CLERK'S DOCUMENT 201902092, IN THE OFFICIAL PUBLIC RECORDS OF MCLENNAN COUNTY, TEXAS.

1519 Job No: 9057 Drawn By: JEM
Sheet 1 of 2 Reviewed By: JDD
Property Address: Winchester Road and Remington Circle, Moody, Texas Prepared For: Jonathan Day

I, the undersigned, do hereby certify that the plat as shown hereon was prepared from an on-site ground survey performed by me or under my supervision and completed on February 13, 2019. No warranty is made or intended for the location of any or all easements that may exist within the bounds of this survey.

James David Dobbert Date: March 23, 2020
R.P.L.S. 6112



This survey may only be used for the original transaction for which it was created. Digital or photocopy reproductions of this survey may not be used for subsequent transactions.

1519
SURVEYING & ENGINEERING
151911C.COM

CENTRAL TEXAS
3024 Paradise Ave., Ste A
Moody, TX 76788
254.776.1239
2445 AS FLY NORTH
11498 Loma Road, Ste. 203
Bellevue, Texas, TX 75234
214.984.8282
TWP154 10193508 TWP154 P.17209 TWP154 10194151 TWP154 10194203

Creekside Ranch Group, LLC
 Called 0.746 Acres
 M.C.C.D. 2019022092
 D.R.M.C.T.

This area reserved for county recordation information

Eden Farms, Ltd.
 Called 218.835 Acres
 M.C.C.D. 2019012347
 O.P.R.M.C.T.



POINT OF BEGINNING

Remington Circle

Remington Circle

Winchester Drive

| LINE | BEARING | DISTANCE | LINE | BEARING | DISTANCE | LINE | BEARING | DISTANCE | CURVE | RADIUS | ARC LENGTH | DELTA ANGLE | CHORD BEARING | CHORD LENGTH |
|------|---------------|----------|------|---------------|----------|------|---------------|----------|-------|--------|------------|-------------|---------------|--------------|
| L4 | S 02°34'32" W | 75.52 | L70 | N 37°17'15" E | 19.60 | L136 | N 25°06'01" W | 228.34 | C1 | 54.45' | 81.73' | 85°39'53" | N 71°37'20" W | 74.27' |
| L5 | S 38°41'02" W | 76.55 | L71 | N 88°01'47" W | 23.37 | L137 | N 64°53'11" E | 225.60 | | | | | | |
| L6 | S 42°15'00" W | 77.39 | L72 | N 72°50'24" W | 58.89 | L138 | S 20°46'01" E | 225.60 | | | | | | |
| L7 | S 47°19'41" W | 69.66 | L73 | N 1°13'43" W | 114.58 | L139 | S 15°12'02" E | 226.99 | | | | | | |
| L8 | S 52°25'45" W | 80.14 | L74 | N 65°35'55" W | 76.95 | L140 | S 8°44'59" E | 201.13 | | | | | | |
| L9 | S 55°01'00" W | 45.11 | L75 | S 49°50'20" W | 46.17 | L141 | N 11°18'14" W | 404.30 | | | | | | |
| L10 | S 56°11'11" W | 114.91 | L76 | S 3°11'21" E | 141.07 | L142 | N 51°35'49" E | 42.77 | | | | | | |
| L11 | S 46°50'49" W | 71.24 | L77 | S 35°30'07" E | 81.31 | L143 | N 61°56'25" E | 30.55 | | | | | | |
| L12 | S 01°13'22" W | 64.13 | L78 | S 28°44'13" W | 112.53 | L144 | N 89°50'51" E | 75.58 | | | | | | |
| L13 | S 01°00'31" W | 125.47 | L79 | S 29°42'25" E | 112.34 | L145 | N 5°30'10" W | 172.34 | | | | | | |
| L14 | S 68°45'18" W | 89.48 | L80 | S 02°20'47" W | 17.21 | L146 | N 09°22'01" W | 55.17 | | | | | | |
| L15 | S 69°16'11" W | 124.74 | L81 | S 37°50'17" W | 81.51 | L147 | N 08°26'32" E | 12.15 | | | | | | |
| L16 | N 71°39'12" W | 81.81 | L82 | S 51°51'52" W | 41.71 | L148 | N 89°50'51" E | 75.58 | | | | | | |
| L17 | S 77°11'00" W | 45.70 | L83 | S 16°35'54" W | 71.41 | L149 | S 03°02'32" E | 86.24 | | | | | | |
| L18 | S 1°40'22" E | 42.63 | L84 | S 82°07'11" W | 94.70 | L150 | S 00°00'00" E | 24.11 | | | | | | |
| L19 | S 01°00'00" W | 35.62 | L85 | S 08°11'32" W | 107.53 | L151 | S 35°19'49" E | 41.31 | | | | | | |
| L20 | S 01°00'00" W | 16.53 | L86 | S 69°11'02" W | 38.54 | L152 | S 79°19'49" E | 98.35 | | | | | | |
| L21 | S 14°13'12" W | 16.31 | L87 | N 20°11'14" W | 149.27 | L153 | S 71°59'24" E | 8.14 | | | | | | |
| L22 | S 02°34'32" W | 17.89 | L88 | N 87°05'44" W | 103.24 | L154 | N 63°57'51" W | 13.18 | | | | | | |
| L23 | N 87°13'21" W | 16.42 | L89 | N 71°01'41" W | 49.32 | L155 | N 14°14'11" W | 53.01 | | | | | | |
| L24 | N 63°01'05" W | 82.69 | L90 | N 1°55'54" W | 182.98 | L156 | N 38°41'01" E | 62.32 | | | | | | |
| L25 | S 51°45'00" W | 39.77 | L91 | S 53°34'47" E | 30.29 | L157 | N 63°20'04" W | 98.69 | | | | | | |
| L26 | S 08°12'26" E | 71.39 | L92 | S 30°13'26" E | 24.17 | L158 | N 07°03'44" W | 81.51 | | | | | | |
| L27 | S 09°54'02" W | 55.83 | L93 | S 09°17'24" E | 34.99 | L159 | N 35°22'10" W | 15.47 | | | | | | |
| L28 | S 00°46'07" W | 18.11 | L94 | S 01°40'38" W | 36.41 | L160 | N 83°01'39" W | 85.43 | | | | | | |
| L29 | S 41°39'34" E | 40.19 | L95 | S 07°20'23" W | 17.41 | L161 | N 61°18'11" W | 64.87 | | | | | | |
| L30 | S 05°11'59" E | 31.14 | L96 | S 28°07'23" W | 41.14 | L162 | N 35°52'11" W | 122.40 | | | | | | |
| L31 | S 15°59'02" E | 11.12 | L97 | S 27°11'00" W | 176.47 | L163 | N 35°00'39" W | 113.44 | | | | | | |
| L32 | S 10°51'11" W | 11.41 | L98 | S 44°18'06" W | 38.41 | L164 | N 59°27'11" E | 50.15 | | | | | | |
| L33 | S 18°01'11" E | 40.00 | L99 | S 22°13'35" W | 25.31 | L165 | S 35°02'29" E | 109.22 | | | | | | |
| L34 | S 10°14'00" E | 50.59 | L100 | S 14°14'11" W | 77.13 | L166 | S 25°52'12" E | 109.83 | | | | | | |
| L35 | S 05°54'40" W | 39.26 | L101 | S 09°11'00" W | 152.72 | L167 | N 63°10'21" E | 43.91 | | | | | | |
| L36 | S 00°14'50" E | 43.80 | L102 | N 19°02'26" E | 1.24 | L168 | S 68°03'11" E | 01.70 | | | | | | |
| L37 | S 08°17'11" E | 55.97 | L103 | N 14°41'19" E | 99.09 | L169 | S 26°11'11" E | 54.91 | | | | | | |
| L38 | S 04°15'02" E | 65.93 | L104 | N 11°11'51" E | 51.99 | L170 | S 01°33'44" W | 52.27 | | | | | | |
| L39 | S 27°34'40" W | 10.58 | L105 | N 44°18'06" E | 42.98 | L171 | N 63°20'04" W | 121.69 | | | | | | |
| L40 | N 05°19'02" W | 111.01 | L106 | N 2°11'00" E | 106.58 | L172 | N 05°11'14" E | 33.68 | | | | | | |
| L41 | N 04°51'11" W | 59.52 | L107 | N 48°44'08" W | 125.37 | L173 | N 01°01'51" W | 26.55 | | | | | | |
| L42 | N 00°14'50" W | 44.83 | L108 | S 66°53'55" W | 138.44 | L174 | N 24°46'23" E | 43.80 | | | | | | |
| L43 | N 05°54'40" E | 36.64 | L109 | N 28°57'24" W | 113.42 | L175 | N 45°13'48" E | 13.49 | | | | | | |
| L44 | N 03°14'00" W | 29.61 | L110 | N 56°15'24" W | 3.17 | L176 | N 36°04'31" E | 29.70 | | | | | | |
| L45 | N 08°11'11" W | 51.14 | L111 | N 7°44'44" W | 139.86 | L177 | N 66°56'30" E | 28.74 | | | | | | |
| L46 | N 10°11'11" E | 33.10 | L112 | N 72°11'46" W | 74.21 | L178 | N 72°01'13" E | 26.44 | | | | | | |
| L47 | N 15°51'12" W | 10.70 | L113 | S 5°00'11" W | 19.27 | L179 | N 14°11'11" E | 47.20 | | | | | | |
| L48 | N 09°11'11" W | 6.65 | L114 | S 15°12'00" W | 87.45 | L180 | N 21°00'13" E | 35.76 | | | | | | |
| L49 | N 45°12'14" W | 46.11 | L115 | S 5°00'11" W | 185.58 | L181 | N 40°05'11" E | 7.15 | | | | | | |
| L50 | N 09°46'09" E | 62.51 | L116 | N 10°53'11" W | 50.37 | L182 | N 63°10'21" E | 43.91 | | | | | | |
| L51 | N 05°54'40" E | 36.64 | L117 | N 75°45'25" E | 189.17 | L183 | S 41°30'00" E | 66.00 | | | | | | |
| L52 | N 08°12'00" W | 77.08 | L118 | N 65°12'00" E | 136.11 | L184 | N 69°21'30" E | 75.57 | | | | | | |
| L53 | S 51°11'11" W | 117.08 | L119 | S 11°11'11" E | 136.11 | L185 | S 65°11'11" E | 47.01 | | | | | | |
| L54 | S 11°54'40" W | 11.41 | L120 | S 76°31'48" E | 71.05 | L186 | S 73°51'31" E | 34.64 | | | | | | |
| L55 | S 49°09'22" W | 74.41 | L121 | S 77°44'47" E | 172.09 | L187 | N 62°11'07" E | 99.88 | | | | | | |
| L56 | S 64°11'11" W | 51.14 | L122 | N 72°07'38" E | 70.47 | L188 | N 65°37'59" E | 112.80 | | | | | | |
| L57 | S 45°11'11" W | 79.28 | L123 | N 89°30'00" E | 74.88 | L189 | N 61°11'11" E | 91.70 | | | | | | |
| L58 | S 45°09'51" E | 38.55 | L124 | S 48°11'28" E | 11.64 | L190 | N 01°11'11" E | 55.17 | | | | | | |
| L59 | S 09°21'11" W | 29.04 | L125 | S 23°00'00" E | 82.39 | L191 | N 50°41'31" E | 55.31 | | | | | | |
| L60 | S 01°11'11" W | 11.36 | L126 | S 19°11'11" E | 4.22 | L192 | N 11°11'11" E | 66.00 | | | | | | |
| L61 | S 18°02'11" W | 82.45 | L127 | S 14°41'11" W | 11.41 | L193 | N 35°10'21" E | 86.00 | | | | | | |
| L62 | S 48°11'11" W | 7.11 | L128 | S 00°19'47" W | 11.41 | L194 | N 50°50'45" E | 87.81 | | | | | | |
| L63 | S 48°54'55" W | 7.11 | L129 | S 24°11'03" W | 35.36 | L195 | N 49°53'11" E | 62.49 | | | | | | |
| L64 | S 50°15'11" W | 2.75 | L130 | S 44°11'03" W | 7.49 | L196 | N 41°52'04" E | 110.81 | | | | | | |
| L65 | S 62°22'22" W | 17.88 | L131 | S 56°31'56" W | 21.31 | L197 | N 00°00'00" W | 84.57 | | | | | | |
| L66 | N 14°53'14" W | 16.17 | L132 | S 28°57'24" E | 15.85 | L198 | N 44°13'20" E | 72.55 | | | | | | |
| L67 | N 11°11'11" W | 41.70 | L133 | N 66°53'55" E | 247.05 | L199 | S 30°27'00" E | 106.51 | | | | | | |
| L68 | N 11°00'00" W | 41.70 | L134 | N 10°11'11" E | 11.41 | | | | | | | | | |
| L69 | N 18°53'11" E | 78.48 | L135 | N 35°12'02" W | 207.17 | | | | | | | | | |

This area reserved for county recordation information.

**FINAL PLAT
 FOSTER BRANCH
 ESTATES ADDITION
 LOTS 1-22
 MCLENNAN COUNTY, TEXAS**

BEING ALL OF THAT CALLED 101.66 ACRE TRACT OF LAND DESCRIBED IN A DEED TO CREEKSIDE RANCH GROUP, LLC AS RECORDED IN MCLENNAN COUNTY CLERK'S DOCUMENT 2019009716 AND ALL OF THAT CALLED 0.746 ACRE TRACT OF LAND DESCRIBED IN A DEED TO CREEKSIDE RANCH GROUP, LLC AS RECORDED IN MCLENNAN COUNTY CLERK'S DOCUMENT 2019022092, IN THE OFFICIAL PUBLIC RECORDS OF MCLENNAN COUNTY, TEXAS.

1518 Job No.: 5057 Drawn By: JEM
 Sheet 2 of 2 Reviewed By: JDD
 Property Address: Prepared For:
 Winchester Road and Remington Circle
 Jonathon Day
 Moody, Texas

I, the undersigned, do hereby certify that the plat as shown herein was prepared from an on-the-ground survey performed by me or under my supervision and completed on February 13, 2020. No warranty is made or intended for the location of any or all easements that may exist within the bounds of the survey.

James David Cossey Date: March 23, 2020
 R.P.L.S. 6112



This survey may only be used for the original transaction for which it was created. Digital or photocopy reproductions of this survey may not be used for subsequent transactions.

1519
 SURVEYING & ENGINEERING
 1519A.L.C. COM
 1519A.L.C. COM
 1519A.L.C. COM

CENTRAL TEXAS
 5104 Florida Ave., Ste. A
 Waco, TX 76707
 254.776.1101
 DALLAS / FT. WORTH
 1499 Lana Road, Ste. 303
 Frensham Branch, TX 75204
 214.466.4266

TPLS12 1019066 TPLS13 17299 TPLS14 1025024 TPLS15 1019123

BUDGET AMENDMENT REQUEST

McLennan County Commissioners Court
 McLennan County Courthouse
 Waco, Texas 76701

Re: Budget Amendment for: Fund 001 (General Fund)

I hereby request the following budget amendment for the fiscal year ending 09/30/2020

REQUESTED INCREASE(s)

| Fund | Function | Sub-Func | Dept # | Dept Name | Object (Acct.#) | Account Description | Current Budget | Requested Increase | Amended Budget |
|------------------------|----------|----------|--------|-----------|-----------------|---------------------|----------------|--------------------|----------------|
| 001 | 20 | 35 | 2200 | SO | 625113 | Estray Expenditures | 25,000 | 10,000 | 35,000 |
| | | | | | | | | | |
| | | | | | | | - | - | - |
| Total Increases | | | | | | | | 10,000 | |

REQUESTED DECREASE(s)

| Fund | Function | Sub-Func | Dept # | Dept Name | Object (Acct.#) | Account Description | Current Budget | Requested Decrease | Amended Budget |
|------------------------|----------|----------|--------|-----------|-----------------|----------------------------|----------------|--------------------|----------------|
| 001 | 20 | 35 | 2200 | SO | 601111 | Other Services and Charges | 209,915 | 10,000 | 199,915 |
| | | | | | | | | | |
| | | | | | | | - | - | - |
| Total Decreases | | | | | | | | 10,000 | |

BUDGET AMENDMENT JUSTIFICATION:

This budget amendment is requested increase "Estray Expenditures" from "Other Services and Charges" for estray cost for the fiscal year.

Respectfully Submitted
Requestor

Approved as to form
County Auditor

Approved by
Commissioners Court
County Judge



BUDGET AMENDMENT REQUEST

McLennan County Commissioners Court
 McLennan County Courthouse
 Waco, Texas 76701

Re: Budget Amendment for: Fund 001 (General Fund)

I hereby request the following budget amendment for the fiscal year ending 09/30/20:

REQUESTED INCREASE(S)

| Fund | Function | Sub-Func | Dept # | Dept Name | Object (Acct#) | Account Description | Current Budget | Requested Increase | Amended Budget |
|------------------------|----------|----------|--------|-----------|----------------|-------------------------|----------------|--------------------|----------------|
| 001 | 30 | 65 | 4310 | Hlth Svcs | 502000 | Furniture and Equipment | 7,500 | 53 | 7,553 |
| | | | | | | | - | - | - |
| | | | | | | | - | - | - |
| Total Increases | | | | | | | | 53 | |

REQUESTED DECREASE(S)

| Fund | Function | Sub-Func | Dept # | Dept Name | Object (Acct#) | Account Description | Current Budget | Requested Decrease | Amended Budget |
|------------------------|----------|----------|--------|-----------|----------------|--------------------------|----------------|--------------------|----------------|
| 001 | 30 | 65 | 4310 | Hlth Svcs | 619102 | Professional Development | 3,000 | 53 | 2,947 |
| | | | | | | | | | |
| | | | | | | | - | - | - |
| Total Decreases | | | | | | | | 53 | |

BUDGET AMENDMENT JUSTIFICATION:

This budget amendment is requested by the Health Services department to increase "Furniture and Equipment" from within the department for the purchase of a desktop scanner.

| | | |
|---|---|---|
| <p>Respectfully Submitted Requestor</p> <p style="font-size: 1.2em; margin-top: 20px;"><i>Heather Staver</i></p> | <p>Approved as to form County Auditor</p> <p style="margin-top: 20px;">_____</p> | <p>Approved by Commissioners Court County Judge</p> <p style="margin-top: 20px;">_____</p> |
|---|---|---|

BUDGET AMENDMENT REQUEST

McLennan County Commissioners Court
 McLennan County Courthouse
 Waco, Texas 76701

Re: Budget Amendment for: Fund 001 (General Fund)

I hereby request the following budget amendment for the fiscal year ending 09/30/2020:

REQUESTED INCREASE(S)

| Fund | Function | Sub-Func | Dept # | Dept Name | Object (Acct:#) | Account Description | Current Budget | Requested Increase | Amended Budget |
|------------------------|----------|----------|--------|------------|-----------------|-------------------------|----------------|--------------------|----------------|
| 001 | 10 | 20 | 0590 | Tax Office | 502000 | Furniture and Equipment | 4,000 | 4,995 | 8,995 |
| | | | | | | | | | - |
| | | | | | | | - | - | - |
| Total Increases | | | | | | | | 4,995 | |

REQUESTED DECREASE(S)

| Fund | Function | Sub-Func | Dept # | Dept Name | Object (Acct:#) | Account Description | Current Budget | Requested Decrease | Amended Budget |
|------------------------|----------|----------|--------|-----------|-----------------|---------------------|----------------|--------------------|----------------|
| 001 | 10 | 05 | 0190 | Co Wide | 999999 | Contingencies | 681,821 | 4,995 | 676,826 |
| | | | | | | | | | - |
| | | | | | | | - | - | - |
| Total Decreases | | | | | | | | 4,995 | |

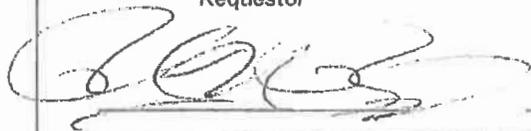
BUDGET AMENDMENT JUSTIFICATION:

This budget amendment is requested to move funds from "Contingencies" to the Tax Office - Ad Valorem for the purchase of the Opex quote that was approved in court on 04/21/2020 (quote attached).

Respectfully Submitted
 Requestor

Approved as to form
 County Auditor

Approved by
 Commissioners Court
 County Judge



LISA FETSCH
DIRECTOR
INFORMATION TECHNOLOGY
MCLENNAN COUNTY



INFORMATION TECHNOLOGY DEPARTMENT
500 COLUMBUS
AVENUE WACO, TEXAS 76701-1388
(254)757-5164

April 15, 2020

Re: OPEX Falcon Scanning Station Upgrade for the Tax Office

To the Honorable Commissioners Court:

Information Technology has been working with the Tax office to coordinate a required security system upgrade for the computer that interfaces with the OPEX Falcon scanning station. This system is used to process tax payments. The support contract for this equipment upgrade dictates an associated fee will apply for this service and hardware replacement. The I.T. department cannot perform this upgrade, as the vendor has stated the system requires proprietary application and system configurations be applied. The Tax office does not have the funds within their budget to cover this expense of \$4995.00.

The Tax office is requesting a budget amendment from Contingency to proceed with this critical system upgrade. I am submitting this request for your consideration.

Respectfully,

A handwritten signature in cursive script, appearing to read "Lisa Fetsch".

Lisa Fetsch

APPROVED BY COMMISSIONERS COURT
THIS 21 DAY OF APRIL 2020
A handwritten signature in cursive script, appearing to read "Wm. Fetsch".
COUNTY JUDGE

| Description | QTY | OPTION 1 Cost per PC (with Trade-in PC) \$4,500.00 | OPTION 2 Cost per PC (with Trade-in PC and customer retaining the hard drive) \$4,995.00 | OPTION 3 Cost per PC (without Trade-in PC) \$6,000.00 |
|---------------------------------|-----|---|---|--|
| Falcon V serial # FA07891 | 1 | \$4,500.00 | \$4,995.00 | \$6,000.00 |
| TOTAL COST (Pre-Tax) | | \$4,500.00 | \$4,995.00 | \$6,000.00 |

Prices quoted reflect 2020 pricing (pre-tax) and will be held firm for ninety (90) days from the date of this letter. Terms of payment are net thirty (30) days from date of invoice, and all charges are FOB Moorestown, NJ.

Lastly, you shall independently and solely be responsible, at your own cost, for removing any and all information that may be stored on any hard drives contained within the existing PC prior to OPEX removing such equipment from your equipment site.

Thank you for your time and attention to this matter. If I can be of further assistance, please contact me at (856) 727-1100 extension 2551 or rsaenz@opex.com.

Sincerely,
OPEX Corporation
Rudy Saenz
Regional Service Manager

Cc: Michael Massey
National Service Manger

BUDGET AMENDMENT REQUEST

McLennan County Commissioners Court
 McLennan County Courthouse
 Waco, Texas 76701

Re: Budget Amendment for: Fund 419 (2019 Certificates of Obligation)

I hereby request the following budget amendment for the fiscal year ending 09/30/20:

REQUESTED INCREASE(s)

| Fund | Function | Sub-Func | Dept # | Dept Name | Object (Acct:#) | Account Description | Current Budget | Requested Increase | Amended Budget |
|------------------------|----------|----------|--------|-----------|-----------------|-------------------------------|----------------|--------------------|----------------|
| 419 | 90 | 98 | 8010 | Perm Impr | 701302 | Communications/ Tower Project | 3,193,640 | 428,084 | 3,621,724 |
| | | | | | | | - | - | - |
| | | | | | | | - | - | - |
| | | | | | | | - | - | - |
| Total Increases | | | | | | | | 428,084 | |

REQUESTED DECREASE(s)

| Fund | Function | Sub-Func | Dept # | Dept Name | Object (Acct:#) | Account Description | Current Budget | Requested Decrease | Amended Budget |
|------------------------|----------|----------|--------|-----------|-----------------|---------------------|----------------|--------------------|----------------|
| 419 | 90 | 98 | 8010 | Perm Impr | 999999 | Contingencies | 19,806,351 | 428,084 | 19,378,267 |
| | | | | | | | - | - | - |
| | | | | | | | - | - | - |
| | | | | | | | - | - | - |
| Total Decreases | | | | | | | | 428,084 | |

BUDGET AMENDMENT JUSTIFICATION:

This budget amendment is requested for the authorization of Microwave Link Equipment Proposal and related agreement with Motorola Solutions that was approved in court on 04/21/2020 (quote attached) and an additional quote from Hensel Electric for \$2,950 for the labor and material to relocate under ground power for radio building for Pct 2 (quote attached).

| | | |
|--|--|---|
| Respectfully Submitted Requestor | Approved as to form County Auditor | Approved by Commissioners Court County Judge |
| _____ | _____ | _____ |

SECTION 5

PRICING SUMMARY

Please see the pricing summary included below.

Equipment and Services Summary

| | |
|--|------------|
| Link from HOT Tower to RBP1 | Price (\$) |
| Total Equipment & Services | \$275,875 |
| Optional: Total Including Link from RBP1 to RBP2 | Price (\$) |
| Total Equipment & Services | \$425,134 |
| | |
| Option: ProVision Network Management System | \$43,417 |

DEFERRED BY COMMISSIONERS COURT
THIS 7 DAY OF April 2020
Scott M. Felt
COUNTY JUDGE

DEFERRED BY COMMISSIONERS COURT
THIS 17 DAY OF March 2020
Scott M. Felt
COUNTY JUDGE

LINK FROM HOT TOWER TO RBP1
AND
LINK FROM RBP1 TO RBP2
APPROVED BY COMMISSIONERS COURT
THIS 21 DAY OF April 2020
Scott M. Felt
COUNTY JUDGE

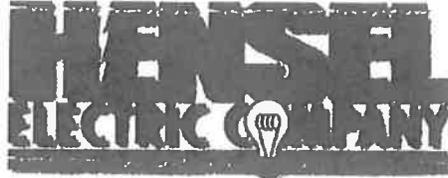
Use or disclosure of this proposal is subject to the restrictions on the cover page.

Microwave



Phone: 254-776-3411
Fax: 254-776-9448
Email:
kennybutts@henselectric.com
Web: www.henselectric.com

501 Towne Oaks Dr
Waco, Texas 76710



April 30, 2020

To: McLennan County
Re: Precinct 2 Road and Bridge Radio Building
Attn: Wayne Canaday

We will provide labor and material to relocate under ground power for radio building

Project Cost: \$2,950.00

Includes: reroute 2" pvc under ground, new rack, new 200 amp meter base, new 200 amp 8 circuit feed thru panel with 200 amp main breaker, 3/0 wire from meter base to panel

Plus all applicable sales tax:

Sincerely,
Hensel Electric Company

Kenny Butts

Kenny Butts
Price good for thirty days

Regulated by the Texas Department of Licensing and Regulation
PO Box 12157 Austin, Texas 78711 1-800-803-9202 512-463-6599
Website: www.license.state.tx.us/complaints
TECL#17822

Credit Cards accepted but there will be a 3% convenience fee applied to the final amount due including taxes

BUDGET AMENDMENT REQUEST

McLennan County Commissioners Court
 McLennan County Courthouse
 Waco, Texas 76701

Re: Budget Amendment for: Fund 001 (General Fund)

I hereby request the following budget amendment for the fiscal year ending 09/30/2020:

REQUESTED INCREASE(s)

| Fund | Function | Sub-Func | Dept # | Dept Name | Object (Acct.#) | Account Description | Current Budget | Requested Increase | Amended Budget |
|------|----------|----------|--------|-----------|-----------------|--------------------------|----------------|--------------------|----------------|
| 001 | 20 | 35 | 3150 | Const 5 | 601111 | Other Services & Charges | 2,027 | 75 | 2,102 |
| | | | | | | | | | |
| | | | | | | | - | - | - |
| | | | | | | Total Increases | | 75 | |

REQUESTED DECREASE(s)

| Fund | Function | Sub-Func | Dept # | Dept Name | Object (Acct.#) | Account Description | Current Budget | Requested Decrease | Amended Budget |
|------|----------|----------|--------|-----------|-----------------|---------------------|----------------|--------------------|----------------|
| 001 | 20 | 35 | 3150 | Const 5 | 411230 | Part Time Pay | 12,000 | 75 | 11,925 |
| | | | | | | | | | |
| | | | | | | | - | - | - |
| | | | | | | Total Decreases | | 75 | |

BUDGET AMENDMENT JUSTIFICATION:

This budget amendment is requested to increase the "Other Services and Charges" within Constable Pct 5 department to cover security cost for the remainder of the Fiscal Year.

**Respectfully Submitted
Requestor**

**Approved as to form
County Auditor**

**Approved by
Commissioners Court
County Judge**



CLAIM DEDUCTIBLE INVOICE

Via E-Mail: smfelton@co.mclennan.tx.us
 Attn: Hon. Scott Felton
 McLennan County
 PO Box 1728
 Waco, TX 76703-1728

Balance Due Upon Receipt

Invoice #: NRDD-0005850
 Invoice Date: 03/19/2020
 Claim #: LE20197319-1
 Member ID: 1550

Deductible payment is due.

| Description | Amount Due |
|--|-----------------------|
| Claim LE20197319-1: Invoice for Deductible Subsidiary/office associated with claim: Sheriff Date of Loss: 11/06/2019 Claimant: Andre Boyd | \$10,000.00 |
| Total Policy Deductible Amount per Claim Total Amount Received to Date | \$10,000.00 \$0.00 |
| Total Amount Due | \$10,000.00 |

Total amount due may be less than deductible amount depending on claim payments made.

Claim Deductible Payment Remittance Form

Attn: Hon. Scott Felton
 McLennan County
 PO Box 1728
 Waco, TX 76703-1728

Invoice Date: 03/19/2020
 Invoice #: NRDD-0005850
 Claim #: LE20197319-1
 Amount Due: \$10,000.00

Amount Enclosed: _____

If the total amount enclosed is not \$10,000.00,
 please use the notes section below to explain:

Please make checks payable to (include invoice #):
 Texas Association of Counties Risk Management Pool
 PO Box 2426
 San Antonio, TX 78298-9900



CLAIM DEDUCTIBLE INVOICE

Via E-Mail: smfelton@co.mclennan.tx.us
Attn: Hon. Scott Felton
McLennan County
PO Box 1728
Waco, TX 76703-1728

Balance Due Upon Receipt

Invoice #: NRDD-0005940
Invoice Date: 03/19/2020
Claim #: PO20197315-1
Member ID: 1550

Deductible payment is due.

| Description | Amount Due |
|--|---------------------|
| Claim PO20197315-1: Invoice for Deductible Subsidiary/office associated with claim: Commissioner's Court Date of Loss: 11/04/2019 Claimant: Laura Uptmore | \$500.00 |
| Total Policy Deductible Amount per Claim | \$10,000.00 |
| Total Amount Received to Date | \$0.00 |
| Overdue Invoice | Invoice Date |
| NRDD-0005583 | 02/05/2020 |
| | \$9,500.00 |
| Total Amount Due | \$10,000.00 |

Total amount due may be less than deductible amount depending on claim payments made.

Claim Deductible Payment Remittance Form

Attn: Hon. Scott Felton
McLennan County
PO Box 1728
Waco, TX 76703-1728

Invoice Date: 03/19/2020
Invoice #: NRDD-0005940, NRDD-0005583
Claim #: PO20197315-1
Amount Due: \$10,000.00

Amount Enclosed: _____

If the total amount enclosed is not \$10,000.00,
please use the notes section below to explain:

Please make checks payable to (include invoice #):
Texas Association of Counties Risk Management Pool
PO Box 2426
San Antonio, TX 78298-9900



Work Order – Inspection Proposal

Date: March 12, 2020
Attention: Jayme Skinner
Mailing: McLennan County
Address: 214 N 4th St #100
City: Waco, TX 76701-1404

Building: McLennan County
Address: various locations, Waco 76701
Contract #: See List
Serial #: 9 units: see attached list

Provide billing address if different from the mailing address above:

Rte#: 4t

Purchaser authorizes thyssenkrupp Elevator to perform the following described work on the subject elevators in the above referenced building:

Our records indicate the Annual Safety Test for your elevators are due by **May 1, 2020**. The following is our proposal to have the annual safety tests, as required by the State of Texas and the American National Standard Safety Code, witnessed by a QEI Inspector and certified with the State. This covers the cost of providing your choice of a QEI inspector from a list of thyssenkrupp-approved vendors, plus coordination, notification, transportation, scheduling, handling, and processing.

The cost for providing the inspection and the additional services listed above will be **\$4,398.00**. Inspection fees are not taxable. This does not include the filing fee for the Certificate of Compliance.

thyssenkrupp Elevator will exercise caution and care in the performance of this testing, but will not be responsible for any damage done to the building structure or equipment occasioned by these tests.

IMPORTANT OWNER INFORMATION:

Once you have received your Inspection Report, you as the real property owner, or agent for the real property owner, are required by law to file a copy of each Inspection Report, one (1) per elevator or escalator, and a \$20.00 filing fee per unit, with: The Commissioner of the Texas Department of Licensing and Regulation Executive Offices, P.O. Box 12157, Austin, Texas 78711. There is a 30-day period from the actual date of inspection to comply with the TDLR letter of code violations.

This Work Order is submitted for acceptance within 30 days from the date executed by thyssenkrupp Elevator.

Purchaser's acceptance of this Work Order together with the terms and conditions printed on subsequent pages hereof and which are expressly made a part of this proposal and agreed to, and its approval by an executive officer of thyssenkrupp Elevator will constitute exclusively and entirely the agreement for the work herein described. All prior representations or agreements regarding this work, whether written or verbal, will be deemed to be merged herein, and no other changes in or additions to this agreement will be recognized unless made in writing and properly executed by both parties. This Work Order specifically contemplates work outside the scope of any maintenance contract currently in effect between the parties; any such contract shall be unaffected by this Work Order.

No agent or employee shall have the authority to waive or modify any of the terms of this Agreement without the written approval of an authorized thyssenkrupp Elevator manager.

AGREEMENT: unless otherwise stated, you agree to pay as follows: a minimum of **50% upon signed acceptance** and the balance upon completion. If this proposal meets with your approval, **please return one (1) signed copy** with your payment to the **Austin address** listed below.

Accepted: Please **execute completely** to ensure current contact information in our data base

MCLENNAN COUNTY

By: _____
(Signature of Authorized Individual)

(Printed or Typed Name)

Title: _____ Date: _____

Contact Person _____

Telephone No: _____ Ext: _____

Send report(s) to this

Email Address: _____

Building Access Issues?: _____

THYSSENKRUPP ELEVATOR CORPORATION
3615 Willow Springs Road
Austin, Texas 78704

By: Krissy Rhoades
(thyssenkrupp Elevator Representative)
Krissy Rhoades, QEI Coordinator
(512) 486-1010, fax: (866) 768-9304
krissy.reeder@thyssenkrupp.com

Date: _____ March 12, 2020

thyssenkrupp Approval: _____

Title: Sales Manager Date: _____

**MCLENNAN COUNTY COMMISSIONERS COURT
WACO, TEXAS 76703
ELEVATOR INSPECTIONS DUE MAY, 2020**

| <u>TKE JOB #</u> | <u>JOB NAME AND ADDRESS</u> | <u>SERIAL #</u> | <u>US SN</u> | <u>TYPE</u> | <u>CAPACITY</u> | <u>SPEED</u> | <u>ELBI #</u> | <u>DECAL #</u> | <u>PRICE</u> |
|------------------|---|------------------------------|----------------|-----------------------------------|-----------------|--------------|---------------|---------------------|----------------|
| US35987 | ARCHIVES BUILDING 824 WASHINGTON | DOVER EH4551 | 93862 | OILDRAULIC | 4500 | 110 | 9727 | 4155 | \$410 |
| US35988 | COURTHOUSE 500 WASHINGTON | DOVER FH5927 DOVER FH5928 | 93863 93864 | OILDRAULIC OILDRAULIC | 2500 2000 | 150 150 | 109 109 | 40026 40025 | \$410 \$410 |
| US35989 | COURTHOUSE ANNEX 520 COLUMBUS | TKE BAH097 | 105657 | TRACTION 5-YR DUE 2021 | 2500 | 200 | 106 | 74832 | \$459 |
| US35990 | JAIL (TRANSFER ELEVATOR) 510 COLUMBUS | DOVER E55557 | 93865 | OILDRAULIC | 2000 | 125 | 108 | 29300 | \$410 |
| US35991 | RECORDS BUILDING 215 NORTH 5TH STREET | DOVER E94686 | 93866 | OILDRAULIC | 2500 | 125 | 175 | 26905 | \$410 |
| US35859 | HEART OF TEXAS COLISEUM 4601 BOSQUE BLVD. | DOVER EJ3241 | 93691 | OILDRAULIC | 2500 | 100 | 12989 | 43983 | \$410 |
| US36013 | CIVIGENICS - JAIL | DOVER C30213 | 105658 | TRACTIONS 5-YR DUE 2022 | 2500 | 350 | 108 | 26930 | \$459 |
| US36013 | CIVIGENICS - HIGH FIVE 520 COLUMBUS | DOVER FH5926 | 93899 | OILDRAULIC | 2500 | 125 | 108 | 35190 | \$410 |
| US36018 | SHERIFF'S OFC/LONE STAR GAS 901 WASHINGTON | TKE FX5450 | 93907 | OILDRAULIC | 2500 | 150 | 31495 | 69485 | \$410 |
| | | | | | | | | TRAVEL | \$200 |
| | | | | | | | | <u>TOTAL</u> | \$4,398 |

Terms and conditions.

thyssenkrupp Elevator assumes no responsibility for any part of the elevator equipment except that upon which work has been done under this agreement. No work, service, examination or liability on the part of us other than that specifically mentioned herein is included or intended. It is agreed that we do not assume possession or control of any part of the equipment and that such remains Purchaser's exclusively as the owner, lessor, lessee, possessor, or manager thereof.

Our performance of this contract is contingent upon your furnishing us with any necessary permission or priority required under the terms and conditions of government regulations affecting the acceptance of this order or the manufacture, delivery or installation of the equipment.

We have made no examination of, and assume no responsibility for, any part of the elevator equipment except that necessary to do the work described in this proposal.

It is agreed that thyssenkrupp Elevator's personnel shall be given a safe place in which to work and we reserve the right to discontinue our work in the building whenever, in our sole opinion, this provision is being violated.

You agree that in the event asbestos material is knowingly or unknowingly removed or disturbed in any manner at the job site by parties other than employees of thyssenkrupp Elevator or those of our subcontractors, the work place will be monitored, and prior to and during our presence on the job, Purchaser will certify that asbestos in the environment does not exceed .01 fibers per cc as tested by NIOSH 7400. In the event our employees, or those of our subcontractors, are exposed to an asbestos hazard, PCB's or other hazardous substances resulting from work of individuals other than our employees, or those of its subcontractors, you agree to indemnify, defend, and hold thyssenkrupp Elevator harmless from any and all claims, demands, lawsuits, and proceedings brought against us, or our employees resulting from such exposure. You recognize that your obligation to thyssenkrupp Elevator under this clause includes payment of all attorneys' fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims or lawsuits. Removal and disposal of asbestos containing material is your responsibility.

Unless otherwise agreed, it is understood that the work will be performed during regular working hours of the trades involved. If overtime is mutually agreed upon, an additional charge at our usual rates for such work shall be added to the contract price.

INDEMNITY CLAUSE

Purchaser agrees to fully and completely defend, indemnify and hold harmless thyssenkrupp Elevator from any and all claims and lawsuits (whether same is for personal injury, property damage or death of any person) asserted against thyssenkrupp Elevator which allege to have a factual or legal basis in the services contemplated by this contract;

regardless of whether such actions arise from the use, operation, repair, installation, or condition of the equipment which is the subject of this contract or its machine room(s), hatchway(s), or component part(s). Purchaser understands and agrees that its obligation to defend, indemnify and hold harmless exist regardless of whether it is alleged or proved that thyssenkrupp Elevator is jointly or solely liable under theory of legal fault, including, but not limited to negligence, gross negligence, strict liability, strict product liability, breach of warranty (whether expressed or implied) or breach of contract. Purchaser recognizes its obligation under this clause includes payment of all attorneys' fees, costs of court and other expenses of litigation incurred by thyssenkrupp Elevator, together with any and all damages (including punitive damages to the extent allowed by law) awarded by court, jury or other competent authority, judgments, settlements, appeal bonds necessary to suspend judgment pending appeal, interest (prejudgment and post-judgment) and attorney's fees awarded to an adverse party arising out of such claims or lawsuits. This indemnification obligation is the broadest allowed by law.

You expressly agree to name thyssenkrupp Elevator as an additional insured in your liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure us for those claims or losses referenced in the above paragraph. You hereby waive the right of subrogation.

We shall not be liable for any loss, damages or delay caused by acts of government, strikes, lockouts, fire, explosions, theft, floods, riot, civil commotion, war, malicious mischief, acts of God, or any other cause beyond our control, and in no event shall we be liable for consequential damages.

Should loss of or damage to our material, tools or work occur at the erection site, you shall compensate us therefore, unless such loss or damage results from our own acts or omissions.

You agree that all existing equipment removed by thyssenkrupp Elevator shall become the exclusive property of thyssenkrupp Elevator.

We retain title to all equipment supplied by us under this contract, and a security interest therein, (which, it is agreed, can be removed without material injury to the real property) until all payments under the terms of this contract, including deferred payments and any extension is thereof, shall have been made. In the event of any default by you in the payment, under any other provision of this contract, we may take immediate possession of the manner of its attachment to the real estate or the sale, mortgage, or lease of the real estate. Pursuant to the Uniform Commercial Code, at our request, you agree to join with us in executing any financing or continuation statements, which may be appropriate for us to file in public offices in order to perfect our security interest in such equipment.

Certificates of Workmen's Compensation, Bodily Injury and Property Damage Liability Insurance coverage will be furnished you upon request. The premium for any bonds or insurance beyond our standard coverage and limits will be an addition to the contract price.

If any drawings, illustrations or descriptive matter are furnished with this proposal, they are approximate and are submitted only to show the general style and arrangement of equipment being offered.

You shall bear all cost(s) for any re-inspection of our work due to items outside the scope of this agreement or for any inspection arising from the work of other trades requiring the assistance of thyssenkrupp Elevator.

All applicable sales and use taxes, permit fees and licenses imposed upon us as of the date of this proposal, are included in the contract price. You agree to pay, as an addition to the contract price, the amount of any additional taxes, fees or other charges exacted from you or thyssenkrupp Elevator on account thereof, by any law enacted after the date of this proposal.

A service charge of 1.5% per month, or the highest legal rate, whichever is less, shall apply to delinquent accounts. In the event of any default of the payment provisions herein, you agree to pay, in addition to any defaulted amount, all attorney fees, collection costs or court costs in connection therewith.

In the event a third party is retained to enforce, construe or defend any of the terms and conditions of this agreement or to collect any monies due hereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees.

You hereby waive trial by jury and do further hereby consent that venue of any proceeding or lawsuit under this agreement shall be in Dallas County, Texas.

The rights of thyssenkrupp Elevator under this agreement shall be cumulative and the failure on the part of the thyssenkrupp Elevator to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by thyssenkrupp Elevator in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this agreement.

In the event any portion of this agreement is deemed invalid or unenforceable by a court of law, such finding shall not affect the validity or enforceability of any other portion of this agreement.

In the event your acceptance is in the form of a purchase order or other kind of document, the provisions, terms and conditions of this proposal shall govern in the event of conflict.

McLennan County Purchasing Department

214 North 5th Street Waco, Texas 76701-1302

Ken Bass

Director of Purchasing



May 5, 2020

Re: Request to Renew Bid 15-017, Printing of McLennan County Tax Statements

Commissioners Court:

We consulted with the Tax Office regarding the renewal of Bid 15-017, Printing of McLennan County Tax Statements. Currently this bid is awarded to Peregrine Solutions. We were told they would like to renew this contract.

We received an email from David Stith with Peregrine Solutions stating they would like to renew our contract at the same rates. If approved, the renewal dates would be from July 1, 2020 through June 30, 2021.

We respectfully submit this request for your consideration.

Thank You,
Ken Bass

**ELEVENTH MEMORANDUM OF AGREEMENT ADDENDUM BETWEEN
MCLENNAN COUNTY, TEXAS AND BAYLOR UNIVERSITY
FOR DWI/DRUG COURT PROGRAM COOPERATION**

WHEREAS, on October 26, 2010, McLennan County and Baylor University executed an Agreement; and that agreement has been amended by **Ten** Addendums, the most recent being signed on or about **May 2019**, all of which are incorporated herein by reference;

WHEREAS, that Agreement, in Section IV. A., provided for an initial term beginning July 1, 2010, and continuing through June 30, 2011, with automatic renewal for additional one-year terms, unless earlier terminated or non-renewed, as provided in Section IV. B. of the Agreement; and

WHEREAS, both parties wish to continue the Agreement for the period of **June 1, 2020** through **May 31, 2021**;

NOW, THEREFORE, IT IS AGREED THAT the Memorandum of Agreement Between McLennan County, Texas and Baylor University for DWI/Drug Court Program Cooperation, is hereby re-authorized and continued for the period effective **June 1, 2020** through **May 31, 2021**, under the same terms and conditions as the original Agreement and Addendums. Payment for the **2019-2020** intern will end May 31, **2020** and payment for the **2020-2021** intern will commence June 1, **2020**.

MCLENNAN COUNTY, TEXAS

By: _____
Scott M. Felton County Judge

Date: _____

BAYLOR UNIVERSITY

DocuSigned by:
By: Nancy Brickhouse Provost
3E22C280668F4D8
Nancy BRICKHOUSE

4/21/2020
Date: _____



**SERVICE AGREEMENT BETWEEN DEMANDSTAR CORPORATION
AND MCLENNAN COUNTY, TX**

1. Introduction

This Service Agreement ("Agreement") is entered into between DemandStar Corporation. ("DemandStar"), a Delaware corporation and McLennan County, TX ("Institution").

2. Services Rendered

DemandStar will provide the Institution with access to its DemandStar system, which is an Internet-based electronic information system designed to process, distribute, and archive information pertaining to the procurement process of the Institution.

3. DemandStar Responsibilities

- To allow the Institution to use the DemandStar system through the Web site located at www.demandstar.com to post documentation to and communicate with suppliers about its solicitations for formal bids, proposals, and informal quote requests.
- To automatically notify suppliers that are registered members of the DemandStar system and have opted to receive notification service connecting them to the Institution of the Institution's solicitations for formal bids, proposals, and quote requests via electronic mail or facsimile.
- To provide links to the DemandStar Web site through the Web site of the Institution, which will: (a) allow anyone to view bid and proposal information posted to the DemandStar system by the Institution, (b) allow bid and proposal documents to be electronically downloaded or mail ordered, and (c) allow suppliers to register for memberships and subscriptions to the DemandStar system.
- To provide customer service support to the Institution and suppliers.
- To supply the Institution with reference information and instructional materials to facilitate its notification to suppliers of its decision to utilize the DemandStar system.

4. Institution Responsibilities

- To notify the Institution's suppliers of its decision to utilize the DemandStar system.

5. Charge for Service

The service will be provided free of charge to the Institution.

6. Intellectual Property Rights

Any copyrightable works, ideas, discoveries, inventions, patents, products, trade secrets, software, trademarks, trade names, service marks, license rights, or other intellectual property rights (collectively, "Intellectual Property Rights") developed in whole or in part by DemandStar in connection with the services will be the exclusive property of DemandStar Corporation. Ownership and all intellectual property rights in the DemandStar system and in all ideas, processes and works of authorship created in whole or in part during the term of this Agreement by DemandStar Corporation belong exclusively to DemandStar Corporation. The Institution acknowledges such ownership and intellectual property rights in the DemandStar System, acknowledges that any such work is not a work made by DemandStar Corporation for hire, and agrees that the Institution will not assert any actions to the contrary.

7. Confidentiality

DemandStar Corporation and the Institution each agree not to use any confidential or proprietary information disclosed to it by the other party for its own use or for any purpose other than for the provision of the services pursuant to this Agreement. Each party agrees that it shall take all reasonable measures to protect the secrecy of and avoid disclosure or use of the confidential information of the other party in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized under this Agreement to have any such information.

8. Warranty

DemandStar Corporation shall provide the services and meet its obligations under this Agreement with due care and skill and in a timely and professional manner. Other than as provided in this Agreement, neither party provides any express or implied warranties, including, but not limited to the implied warranties of merchantability and fitness for a particular purpose.

9. Relationship of the Parties

DemandStar Corporation, in furnishing the services, is acting as an independent contractor. In addition, DemandStar Corporation is not acting as the custodian of the Institution's public records, has not been entrusted with any records belonging to the Institution or the availability of such records for public inspection and copying in accordance with the laws of the State of Texas.

10. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to the subject matter contained in this Agreement.

11. Severability

If any provision of this Agreement is found to be illegal or otherwise unenforceable in any respect, that provision will be deemed to be restated to reflect as nearly as possible the original intent of the parties in accordance with applicable law. The remainder of this Agreement will remain in full force and effect.

12. Governing Law

This Agreement will be governed by and construed in accordance with the laws of the State of Texas without regard to its choice of law principles.

13. Attorneys' Fees

In the event of litigation, the prevailing party shall be entitled to receive reasonable attorneys' fees and costs.

14. Term of Agreement and Termination

This Agreement will be effective on the date of execution. This Agreement does not have a specified term. This Agreement may be terminated at any time by either party upon 30 days prior written notice to the other party.

15. Amendments

No amendment or modification of this Agreement shall be valid or binding unless set forth in writing and duly executed and delivered by each of the parties to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date set forth above.

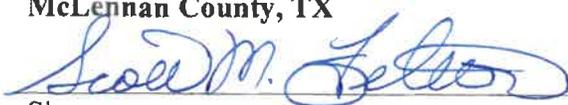
By:

DemandStar Corporation

McLennan County, TX

Signature

Signature



Printed Name

Printed Name

SCOTT M. FEUTON

Title

Title

COUNTY JUDGE

Date

Date

4/21/20

Exhibit A

Definitions of terms used in this Agreement:

Institution: The legal entity that entered into this Agreement with DemandStar Corporation may also be described using the term, "agency".

Plan Holder: Any entity that has obtained a copy of the primary governing document of a solicitation for a formal purchase request, such as a bid or proposal.

Supplier: Any provider of goods or services, may also be known as a vendor or contractor.



3730 Franklin Ave.
Waco, TX 76710
Phone (254) 752-0376 | Fax (254) 752-7712
www.ctwp.com

Bryan, Corsicana, San Angelo, San Antonio, Temple, and Waco

April 8, 2020

Steve Kallus
McLennan Co Records
215 N 5th St
Waco, TX 76701

Dear Steve,

Thank you for considering our dealership to help you in your upcoming copier decision. Based on our discussion, I have prepared the following proposal for your approval.

When selecting a piece of equipment, there are many variables you need to consider: the company, the features of the product, the quality of the product, the financing available, the cost to obtain the equipment, and the service support you will receive. Each company or individual has their own criteria when making a long-term decision, but we feel that we can offer you a complete solution to your needs.

We have been in business since 1979. Our resources are strong and enable us to be the leader in handling large relationships in our market.

To continue to grow as we have over the past 38 years, we need to have complete client satisfaction. We currently have a 98% approval rate from our clients. Our **"Total Satisfaction Guarantee"** ensures your satisfaction both now and in the future.

I appreciate the opportunity to propose a solution for McLennan Co Records. I look forward to implementing our programs and solutions for you.

Sincerely,

A handwritten signature in black ink that reads 'Roxanne Burnett'.

Roxanne Burnett
Sales Associate



CTWP
3730 Franklin Ave.
Waco, TX 76710
Phone (254) 752-0376 | Fax (254) 752-7712
www.ctwp.com

Bryan, Corsicana, San Angelo, San Antonio, Temple, and Waco

PROPOSAL & INVESTMENT PLAN

McLennan County Records

The contents of this proposal are confidential trade secret information and intended for the use of McLennan County Records only. The contents herein may not be reproduced without the specific written permission of CTWP. This is a proposal only and informative in nature. Actual contract terms and conditions, as well as final pricing, may change, and will be submitted upon your request.

Pricing in this proposal expires 30 days after April 8, 2020.

FOR: Steve Kallus

BY: Roxanne Burnett

DATE: 4/3/2020 1:05:15 PM

www.ctwp.com

PROPOSED SOLUTION FOR: MCLENNAN COUNTY RECORDS

Please Note: KIP machines are not on the State Contract

Current Expense

Annual Lease Payment \$3,147.00
Annual Avg. Service Calls \$ 125.64
Annual Ink \$ 510.00
Total Annual Expense \$3,782.64

Proposed Expense

Annual Lease Payment \$4,297.80
Annual Service & Toner \$ 600.00
Annual Ink/ Included \$ 00.00
Annual Expense \$4,897.80

Annual Maintenance Agreement - \$600.00 + .08 per Square Foot

Includes all parts, service, and labor

Includes Scanner

Includes black toner

KIP 7171 4D System

4 D Size Prints per Minute (24" x 36")

36" Wide System

1 – 36" Roll

Network Print

PDF Format Print

Color Scanner / 600 dpi / TIFF, PDF, DWF, JPEG

KIP System K Controller with Windows 7 Embedded

Original and Print Receiving Tray

*** See Brochure for Complete Specifications



CTWP
3730 Franklin Ave.
Waco, TX 76710

Sales Order Agreement

McLennan Co Records
215 N 5th St
Waco TX 76701

Date 4/17/2020
Buyer 0
P.O. # 0
Sales Rep Roxanne Burnett

Ship To

McLennan Co Records
215 N 5th St
Waco, TX 76701

Bill To

McLennan County Auditor
214 N. 4th St. #100
Waco, 76701

Contact: Steve Kallus
Phone/Fax: (254) 757-5020

Billing Contact: Steve Kallus
Phone/Fax: 0 0

| Purchase Order: | | | | Approx Delivery Date: | | | |
|-----------------|---|-------------------|---|-----------------------|---|--------------------|---|
| Account Type: | | | | Lease Months: | | Annual Payment | |
| B/W CPP | 0 | Color CPP | 0 | B/W Base | 0 | Color Base | 0 |
| B/W Printer CPP | 0 | Color Printer CPP | 0 | B/W Printer Base | 0 | Color Printer Base | 0 |
| | | | | 60 | | \$4,297.80 | |

| Quantity | Product # | Description | Unit Price | Total Price |
|---|------------|---|------------|-------------|
| 1 | 855D100005 | Kyocera 7171 4D 1 Roll Multi-Function System | | |
| 1 | 855D400416 | Kyocera 7171 4D KIP 71 Series Toner | | |
| 1 | 855D300202 | Kyocera 7171 4D PDF Format Printing Keycode | | |
| 1 | 855D200668 | Kyocera 7171 4D 71 Series Original and Print Receiving Tray | | |
| 60-Month Lease / Annual Lease Payment - \$4,297.80 Payment Excludes Annual Maintenance | | | | |

| Comments/Special Instructions | | | | |
|---|--------------|----------|-----------|---------------|
| Delivery Time | Stairs/Count | Elevator | Connected | Delivery Type |
| | 0 | 0 | 0 | 0 |
| Delivery Instructions | | | | |
| 0 | | | | |
| Special Payment Terms & Due Dates | | | | |
| | | | | |
| Warranty/Maintenance Agreement | | | | |
| <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | | | |

| | |
|------------------------------|---------------|
| Subtotal | |
| Sales Tax | \$0.00 |
| Delivery/Installation | \$0.00 |
| TOTAL AMOUNT | \$0.00 |
| Less Payment (Check # _____) | |
| AMOUNT DUE | \$0.00 |

The terms and conditions appearing on the face and reverse side of this agreement correctly set forth the entire agreement between the parties. The terms and conditions contained on the reverse side of this agreement include limitations of warranty, exclusion of consequential and other special damages and other limitations of liability. Customer acknowledges by its signature that it has read and understands it and that it constitutes the entire agreement, understandings, and representations, express or implied, between customer and Dealer, with respect to hardware, supply, media, or documentation furnished or to be furnished hereunder and that this agreement supersedes all prior communications between the parties including all oral or written proposals. By executing this agreement, I acknowledge that I have read and understand this agreement and certify that I am authorized to execute this agreement on behalf of customer.

| Customer Acceptance | | | Dealer Representative | |
|---------------------------|------------|-------|------------------------|---------|
| Authorized Signature/Date | Print Name | Title | Signature | Date |
| | | | <i>Roxanne Burnett</i> | 4-17-20 |

Terms and Conditions

1. Acceptance by CTWP of contract: If service contract is requested after any non-covered period including equipment not initially sold by CTWP, machine must first be inspected by CTWP. Customer shall bear any and all costs necessary to bring machine up to specifications. Invoices shall be due and payable by the customer for all equipment, accessories, supplies or maintenance purchased pursuant to this agreement (The "Goods and Services"), within the time period specified on the front side of this document. Customer shall pay all applicable sales tax, installation and freight charges. If customer fails to make any payment when due, there will be a service charge of five percent (5%) of the total amount due, together with an interest rate of one and one-half percent (1 ½%) per month of the total amount due or the maximum legal rate allowed by law, whichever is less. Customer shall pay a \$35.00 service charge on any and all returned checks. Customer shall pay all collection expenses incurred by CTWP, including but not limited to, court, attorneys and accounting fees, if required.
2. Taxes. Customer shall be responsible for all sales tax, use tax or other taxes (including without limitations personal property taxes assessable on the equipment) and fees charged relative to this agreement. Customer agrees to reimburse CTWP for all amounts paid or payable by CTWP in discharge of the foregoing taxes. Customer shall not be responsible for taxes based on CTWP's gross or net income.
3. Default. If Customer is in default of any term or condition, seller may cancel this agreement in whole or part at any time upon ten- (10) day's written notice. If seller cancels the agreement the agreement will be prorated based upon the unused portion of the term of the agreement. Any amount due to seller will be invoiced and is payable upon receipt. Any amounts due to the customer will be applied to any unpaid invoices prior to refund.
4. Availability. Customer agrees that the goods are subject to availability and seller reserves the right to substitute models of like specification if practicable. Seller may cancel any order or any part of an order without cause at any time and without penalty, and seller's sole obligation shall be to return any down payment paid by customer. If parts become unavailable for discontinued equipment, seller reserves the right to delete said equipment in accordance with the terms of this agreement.
5. Delivery and Installation. Seller shall use its standard packaging. Seller shall choose the method of delivery; seller reserves the right to deliver the goods in installments. Customer will pay an invoice when due, without regard to delivery or non-delivery of subsequent installments. Delay in delivery of any installments shall not relieve customer of its obligations to accept remaining installments. Equipment shall be installed in accordance with manufacture's specification. At customer's sole cost and expense, customer shall insure that equipment is placed in an environment that conforms with the manufacturer's specifications and requirements and will bear all costs and expenses for any additional necessities required for installation such as telephone and electrical wiring, remodeling, and noise and power filters. Any electrical work external to the equipment (i.e. associated peripheral equipment, power, transmission and phone lines) and equipment line cord is not covered by this agreement.
6. All supplies included in this contract are the sole possession of CTWP until consumed.
7. All supplies are defaulted to ship via ground services and customer will be charged accordingly.
8. Sellers. Liability is limited to the cost of purchased products by the customer from seller. Seller shall not be liable for any special damages, including but not limited to damages due to loss of data or information of any kind, loss of or damage to revenue, profits or goodwill, damages due to interruption of business, damage to customer's computers or networks, even if the seller has been advised of the possibility of such damages.
9. Seller. Seller shall under no circumstances be liable for any special, exemplary, punitive, incidental or consequential damages regardless of the cause.
10. Service. To obtain service, customer must call seller's Customer Service or submit request via email (service@ctwp.com). Serial number or Machine ID is required for service requests.
11. Renewal/Termination. This is an annual contract that will automatically renew yearly after the initial period unless cancelled by customer by certified mail thirty-(30) days prior to anniversary date. Said automatic renewal is to provide uninterrupted coverage to customer. This contract will increase in cost annually to adjust with equipment age. This agreement is subject to acceptance by CTWP and will remain in force until cancelled as stated above. CTWP reserves the right to cancel this contract as its discretion upon ten- (10) day's written notice.
12. Remedial Maintenance. During the term of this agreement CTWP agrees to perform the maintenance and repair that will keep the equipment in good working order and condition, normal wear and tear included. If CTWP is notified by a customer during the term of the agreement that the equipment is not in good working condition, CTWP will, during CTWP's established service hours make necessary adjustments and repairs including replacement of parts, or replace the equipment versus repair at CTWP's option. CTWP's service hours are 8:00am to 5:00pm Monday thru Friday Central Time, excluding holidays. CTWP may from time to time adjust these hours as may be required in the course of business, at which time the customer will be advised. Service at times other than CTWP established hours may be furnished on "as available basis" at published rates then in effect. Replacement parts may have been used and/or reconditioned. Parts that have been replaced will remain the property of CTWP.
13. CTWP will replace without charge, parts which have been broken or worn through normal use and are necessary to machine servicing and maintenance adjustments, including consumables such as toner, developer, drums and fuser rollers within the limits of their suggested yield. (Paper and Staples are excluded). Additional toner requested beyond 125% of manufacturer's specifications is subject to additional charges.
14. Customer Responsibility. Customer will be responsible for the daily care and cleaning of the top glass, dusting equipment, replenishing toner, replacing disposal tank, clearing jams, reporting meter reads, etc., (where applicable). It is the customer's responsibility to provide a key operator who shall be responsible for normal operator functions listed above. In addition, it is the customer's responsibility to provide CTWP with meter readings as needed. If current meter reading is NOT submitted to seller, CTWP will use an estimated meter reading based on service history for billing period. If after 3 consecutive estimated meter reads CTWP will assess a charge of 25.00 per billing period per non-reporting device. An image is defined as a standard 8 ½ x 11 single sided print.
15. Customer agrees that CTWP will not be held accountable to make adjustments, repairs or replacements if CTWP is not provided reasonable access to the equipment.
16. Assignment. This agreement shall not be assigned by customer without seller's express written consent. In the event that seller assigns any of its obligations under this agreement, seller shall remain primarily responsible to perform those obligations. Any claim or defense customer may have relating to those obligations must be asserted on or against seller and not its assignee.
17. Notices. All notices required to be given under this agreement shall be in writing and shall be sent by U.S. first class mail to the parties at the address listed on the front of this agreement.
18. Indemnification. Customer shall bear all risk of theft, loss or damage not caused by seller's employees or agents, to all goods installed under this agreement. Customer agrees to indemnify, defend and hold harmless seller, its officers, directors, employees and agents from all loss, liability, claims or expenses (including reasonable attorneys' fees) arising or customers use of the goods, including but not limited to liabilities arising from bodily injury, including death, or property damage to any person, unless caused solely as the result of a negligent or intentional act or omission by seller.
19. Seller shall indemnify customer against any costs, losses, damages or liability incurred by customer as the result of any third party's claim of infringement of its patent, copyright trademark which claim arises out of the use of the product by customer. Customer shall immediately notify seller in writing of such claim or demand. Seller shall have the sole right to control, and defense, thereof, and customer agrees that it will not settle any such claim against itself without the prior written consent of seller. Provided however, that seller shall not indemnify customer with respect to any claim relating to product(s) which is/are manufactured according to customer's instructions, or modified by customer or combined with other non-seller products, equipment, systems and/or processes, Failure of customer to provide timely notification of claim to seller shall relieve seller of its obligation to indemnify customer.
20. Force Majeure. Neither party shall be responsible for delays or failure in performance of this agreement (other than failure to make payment) to the extent that such party was hindered in its performance by act of god, abuse, misuse, excess of voltage or power surges, repairs other than those provided by CTWP authorized personnel, civil commotion, labor dispute, or any other occurrence beyond its reasonable control.
21. Severability. If any provision of this agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of the remaining provisions of this agreement.
22. Applicable Law. This agreement shall be governed by the laws of the State of Texas and the Uniform Commercial Code as adopted therein without regard to choice of law principles. In the event of litigation or other proceedings by seller to enforce or defend any term or provision of this agreement customer agrees to pay all costs and expenses sustained by seller, including but not limited to, reasonable attorney's fees.
23. Customer Documentation. Customer agrees that any purchase order or other documentation issued to seller covering the goods or services is issued for purposes authorization and customer's internal use only, and any conditions contained therein shall not modify or add to the terms and conditions of this agreement.
24. Acceptance. This agreement and its terms and conditions shall not take effect until accepted and executed by an authorized seller representative.

Document Management Agreement

Agreement No.: 003-1561905



| | | | | | |
|--|---------------------------------|----------------------------|--|--|--|
| CUSTOMER INFORMATION: | | | SUPPLIER INFORMATION: | | |
| Customer's Full Legal Name: McLennan, County Of | | | Supplier Name: CTWP | | |
| Address: 214 N. 4th St. #100 | | | Address: 3730 Franklin Avenue | | |
| City/State/Zip Code: Waco TX 76701 | | | City/State/Zip Code: Waco, Texas 76710 | | |
| Telephone Number: 254-757-5078 | Federal Tax ID #: 74-6002492 | County: McLennan | | | |

| | | | |
|--|--|--|--|
| EQUIPMENT INFORMATION: <input type="checkbox"/> See Attached Equipment Schedule | | Equipment Location (if different than address shown above): As Stated Above | |
| Quantity | Equipment Make, Model & Serial Number (Required) | Quantity | Equipment Make, Model & Serial Number (Required) |
| 1 | KIP 7171 MFP S/N | | |

| | | | | | |
|--|----------|------------|--|--|-------------|
| TERM AND PAYMENT INFORMATION: Initial Term: 60 months | | | Minimum Payment Per Payment Period: \$ 4,297.80 * | | (*PLUS TAX) |
| Image Type | | | Payment Period is "Monthly" unless noted here: <u>Annual</u> | | |
| Images Included Per Payment Period | | | Excess image charges billed "Quarterly" unless noted here: _____ | | |
| Excess Per Image Charge | | | | | |
| Black & White | 0 | 0 * | | | |
| Color | 0 | 0* | | | |
| Scans | 0 | 0 * | | | |
| <input type="checkbox"/> See attached schedule for additional meters. | | | | | |
| Advance Payment: <u>0</u> * applied to <input type="checkbox"/> 1st Minimum Payment <input type="checkbox"/> Last Minimum Payment <input type="checkbox"/> 1st and Last Minimum Payments | | | | | |
| Security Deposit: <u>0</u> Documentation / Processing Fee: \$75.00 | | | | | |

In this agreement (as amended from time to time, the "Agreement"), "You" and "Your" mean the customer named above. "We," "Us" and "Our" mean the owner, **CTWP Leasing** "Supplier" means the equipment supplier named above. You acknowledge and agree that this Agreement represents the complete and exclusive agreement between You and Us regarding the subject matter herein and supersedes any other oral or written agreements between You and Us. This Agreement can be changed only by written agreement between You and Us. Other agreements not stated herein (including, without limitation, those contained in any purchase order or service agreement between You and the Supplier) are not part of this Agreement and are not binding on Us.

1. LEASE OF EQUIPMENT. You agree to lease from Us the Equipment referenced herein ("Equipment") upon the terms stated herein. You promise to pay to Us all of the charges and fees stated herein. This Agreement is binding on You as of the date You sign it. You agree that after You sign, We may insert or correct any information missing on this Agreement, including Your proper legal name, serial numbers and any other information describing the Equipment, and change the payment amount by up to 15% due to a change in the Equipment or its cost or a tax or payment miscalculation.

2. EQUIPMENT SERVICE; SUPPLIES; YOUR UNCONDITIONAL OBLIGATIONS. The Supplier named above has agreed with You to provide Equipment service during normal business hours and to provide You with all toner, developer and parts necessary for You to produce images, all of which are included in the Minimum Payment Per Payment Period. However, You agree that: (a) You must separately purchase all other supplies, including, without limitation, copier paper, at Your own cost, and (b) You must separately purchase Equipment service outside the Supplier's normal business hours and any service, parts or supplies required by your misuse of the Equipment or failure to follow the manufacturer's suggested use instructions. You agree that: (i) We are a separate and independent company from the Supplier, manufacturer and any other vendor (collectively, "Vendors"), and the Vendors are NOT Our agents; (ii) No statement or warranty by any Vendor is binding on Us, and no Vendor has authority to waive or alter any term of this Agreement; (iii) You, not We, selected the Equipment and the Vendor(s) based on Your own judgment; (iv) Your obligations hereunder are absolute and unconditional despite any Equipment failure or any Vendor's failure to provide You with any Equipment service, parts or supplies (including any service, parts or supplies that are included in the Minimum Payment Per Payment Period), or any other adverse condition; (v) We are NOT a party to the Supplier's agreement to provide You with service, parts or supplies, such contract is NOT part of this Agreement (even though We will, as a convenience to You and the Supplier, bill and collect monies owed by You to the Supplier), and no breach by the Supplier will excuse You from performing Your obligations to Us hereunder; and (vi) If the Equipment is unsatisfactory or if any Vendor fails to provide any service or fulfill any other obligation to You, You shall not make any claim against Us and shall continue to fully perform under this Agreement.

3. IMAGE CHARGES. Each Payment Period, You agree to pay Us, by the due date set forth on Our invoice to You (i) the Minimum Payment shown above, (ii) the applicable Excess Per-Image Charge for each metered image in excess of the applicable number of Images Included, and (iii) applicable taxes and other charges provided for herein. You agree to pay such Minimum Payment each Payment Period even if You do not make the applicable number of Images Included. There are no "credits" that carry over from any Payment Period during which You make fewer than the applicable number of Images Included. You agree that We may increase the Minimum Payment and/or the applicable Excess Per-Image Charges once each year during the Initial Term and once each year for any Renewal Term, by an amount not to exceed 10% per year. At Our option, You will (a) provide Us by telephone or facsimile with the actual meter readings when We so request, (b) allow Us to attach an automatic meter reading device to the Equipment, or (c) allow Us access to the Equipment to obtain meter readings or audit the meter reading device. If We request You to provide Us with meter readings and You fail to do so within 7 days of Our request, then (i) We may estimate the number of images made and invoice you accordingly, and (ii) We will adjust the estimated charge for excess images upon receipt of actual meter readings. Restrictive endorsements on checks will not be binding on Us. All payments received will be applied to past due amounts and to the current amount due in such order as We determine. Any security deposit or estimated future Governmental Charge that You pay is non-interest bearing, may be commingled with Our funds, may be applied by Us at any time to cure any default by You, and the unused portion will be returned to You within 90 days at the end of the Initial Term or Renewal Term. If We do not receive a payment in full on or before its due date, You shall pay (i) a fee equal to the greater of 10% of the amount that is late or \$29.00, plus (ii) interest on the part of the payment that is late in the amount of 1.5% per month ("Time-Value Interest") from the due date to the date paid. If any check is dishonored, You shall pay Us a fee of \$30.00.

4. TERM; AUTOMATIC RENEWAL. This Agreement is effective on the date that it is accepted by Us, and the term will begin on that date or any later date that We designate (the "Commencement Date") and will continue for the number of months shown above (the "Initial Term"). As used herein, "Present Term" means the term presently in effect at any time, whether it is the Initial Term or a Renewal Term (defined below). **Unless You notify Us in writing at least 60 days but not more than 120 days before the end of a Present Term that You intend to return the Equipment at the end of such Present Term, then: (a) this Agreement will automatically renew for an additional one-year period (a "Renewal Term") and (b) the payment terms and other terms of this Agreement will continue to apply.** If You do notify Us in writing within such time that You intend to return the Equipment at the end of a Present Term, then promptly upon the expiration of such Present Term You shall return the Equipment pursuant to Section 12. **This Agreement is non-cancelable for the full Initial Term and for any and all Renewal Terms.**

| | |
|---|----------------------------|
| Customer: <u>County of McLennan</u> | Owner: CTWP Leasing |
| By: X _____ | By: X _____ |
| Date: ___/___/___ | Title: _____ |
| Print name: _____ | Date: ___/___/___ |
| BY SIGNING ABOVE, CUSTOMER ACKNOWLEDGES RECEIPT OF PAGE 2 OF THIS AGREEMENT AND AGREES TO THE TERMS ON BOTH PAGES 1 & 2 | |

5. INDEMNIFICATION. You shall indemnify and defend Us against, and hold Us harmless for, any and all claims, actions, damages, liabilities, losses and costs (including but not limited to reasonable attorneys' fees) made against Us, or suffered or incurred by Us in any way relating to the Equipment. This obligation shall survive the termination of this Agreement.

6. NO WARRANTIES. WE ARE PROVIDING THE EQUIPMENT TO YOU "AS IS". WE HAVE NOT MADE AND HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARISING BY APPLICABLE LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. We hereby transfer to You, without recourse to Us, all automatically transferable warranties, if any, made to Us by the Vendor(s) of the Equipment. The parties hereto agree that the transaction documented in this Agreement is a "finance lease" under Article 2A of the Uniform Commercial Code (the "UCC"). You hereby waive any and all rights and remedies conferred upon You by sections 507-522 Article 2A of the UCC. If this Agreement is deemed to be a secured transaction, You hereby grant to Us a security interest in the Equipment and all proceeds thereof. You authorize Us to record a UCC financing statement to protect Our interests in the Equipment. You acknowledge that You are aware of the name of the Supplier of each item of Equipment and You may contact the Supplier(s) for an accurate and complete statement of those promises and warranties (if any), including any disclaimers and limitations of them or of remedies. We assign to you any warranties given to us.

7. DELIVERY, LOCATION, OWNERSHIP, USE, MAINTENANCE OF EQUIPMENT. We are not responsible for delivery or installation of the Equipment. You are responsible for Equipment maintenance to the extent the Supplier does not provide the same. You will not remove the Equipment from the Equipment Location unless You first get Our permission. If the Equipment is moved to a new location, We may increase the "Minimum Payment" and/or "Excess" per-image charges by a reasonable amount in order to account for any increased costs in providing covered service, parts and supplies to You. You shall give Us reasonable access to the Equipment Location so that We may inspect the Equipment, whether performed prior to or after the Commencement Date, and You agree to pay Our costs in connection therewith. We will own and have title to the Equipment (excluding any software) during the Agreement. Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. If the Equipment includes any software, (i) We don't own the software, (ii) You are responsible for entering into any necessary software license agreements with the owners or licensors of such software, (iii) You shall comply with the terms of all such agreements, if any, and (iv) any default by You under any such agreements shall constitute a default by You under this Agreement. You represent that the Equipment will be used solely for commercial purposes and not for personal, family or household purposes. You will use the Equipment in accordance with all laws, operation manuals, service contracts (if any) and insurance requirements, and shall not make any permanent alterations. At Your own cost, You will keep the Equipment in good working order and warrantable condition, ordinary wear and tear excepted ("Good Condition").

8. LOSS; DAMAGE; INSURANCE. You shall, at all times during this Agreement, bear the risk of loss and damage to the Equipment and shall continue performing all Your obligations to Us even if it becomes damaged or suffers a loss. In no event will we be liable for any consequential or indirect damages. You agree to maintain comprehensive liability insurance acceptable to us. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as loss payee; and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of this Agreement, and thereafter upon our written request. If you fail to maintain property loss insurance satisfactory to us and/or you fail to timely provide proof of such insurance, we have the option, but not the obligation, to secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 3% per annum.

9. ASSIGNMENT. You shall not sell, transfer, assign or otherwise encumber (collectively, "Transfer") this Agreement, or Transfer or sublease any Equipment, in whole or in part, without Our prior written consent. We may, without notice to You, Transfer Our interests in the Equipment and/or this Agreement, in whole or in part, to a third party (a "New Owner"), in which case the New Owner will, to the extent of such Transfer, have all of Our rights and benefits but will not have to perform Our obligations (if any). Any Transfer by Us will not relieve Us of Our obligations hereunder. You agree not to assert against the New Owner any claim, defense or offset You may have against Us.

10. TAXES AND OTHER FEES. You are responsible for all taxes (including, without limitation, sales and personal property taxes, excluding only taxes based on Our income), assessments, license and registration fees and other governmental charges relating to this Agreement or the Equipment (collectively "Governmental Charges"). You agree to promptly pay Us, on demand, estimated future Governmental Charges. You authorize Us to pay any Governmental Charges as they become due, and You agree to reimburse Us promptly upon demand for the full amount (less any estimated amounts previously paid by You). You agree to pay Us a fee for preparing and filing personal property tax returns. You also agree to pay Us upon demand (i) for all costs of filing, amending and releasing UCC financing statements, and (ii) a documentation/processing fee as set forth on Page 1 (or as otherwise agreed to) to cover Our investigation, documentation and other administrative costs in originating this Agreement. You also agree to pay Us a fee, in accordance with Our current fee schedule, which may change from time to time, for additional services We may provide to You at Your request. You acknowledge that We may (on behalf of the Supplier) bill You for any supply freight fee that the Supplier charges for shipping supplies to You. You agree that the fees set forth in this Agreement may include a profit.

11. DEFAULT. You will be in default hereunder if You (1) fail to pay any amount due hereunder within 15 days of the due date, (2) breach or attempt to breach any other term, representation or covenant set forth herein or in any other agreement between You and Us, (3) die (if You are an individual), go out of business or commence dissolution proceedings, (4) become insolvent, admit Your inability to pay Your debts, make an assignment for the benefit of Your creditors (or enter into a similar arrangement), file (or there is filed against You) a bankruptcy, reorganization or similar proceeding or a proceeding for the appointment of a receiver, trustee or liquidator, or (5) suffer an adverse change in Your financial condition and, as a result thereof or for any other reason, We deem Ourselves insecure. If You default, We may do any or all of the following: (A) cancel this Agreement, (B) require You to return the Equipment pursuant to Section 12 below, (C) take possession of and/or render the Equipment (including any software) unusable (and for such purposes You hereby authorize Us and Our designees to enter Your premises, with or without prior notice or other process of law), and sell, lease or otherwise dispose of the Equipment on such terms and in such manner as We may in Our sole discretion determine, (D) require You to pay to Us, on demand, an amount equal to the sum of (i) all Minimum Payments and other amounts then due and past due, (ii) all remaining Minimum Payments for the remainder of the then Present Term discounted at a rate of 6% per annum, (iii) the residual value of the Equipment estimated by Us at the inception of this Agreement (as shown in Our books and records), discounted at a rate of 6% per annum, (iv) Time-Value Interest on the amounts specified in clauses "i", "ii" and "iii" above from the date of demand to the date paid, and (v) all other amounts that may thereafter become due hereunder to the extent that We will be obligated to collect and pay such amounts to a third party (such amounts specified in sub-clauses "i" through "v" referred to below as the "Balance Due"), and/or (E) exercise any other remedy available to Us under law. You also agree to reimburse Us on demand for all reasonable expenses of enforcement (including, without limitation, reasonable attorneys' fees and other legal costs) and reasonable expenses of repossessing, holding, preparing for disposition, and disposition ("Remarketing") of the Equipment, plus Time-Value Interest on the foregoing amounts from the date of demand to the date paid. In the event We are successful in Remarketing the Equipment, We shall give You a credit against the Balance Due in an amount equal to the present value of the proceeds received and to be received from Remarketing minus the above-mentioned costs (the "Net Proceeds"). If the Net Proceeds are less than the Balance Due, You shall be liable for such deficiency. Any delay or failure to enforce Our rights under this Agreement shall not constitute a waiver thereof. We shall not be liable for any losses, directly or indirectly arising out of, or by reason of the presence and/or use of any and all proprietary information residing on or within any Equipment returned to Us or repossessed by Us. The remedies set forth herein are cumulative, are in addition to any other remedies provided for by applicable law, and may be exercised concurrently or separately.

12. RETURN OF EQUIPMENT. If You are required to return the Equipment under this Agreement, You shall, at Your expense, promptly upon demand, send the Equipment to any location(s) that We may designate and pay Us a handling/restocking fee of \$250.00. The Equipment must be properly packed for shipment, freight prepaid and fully insured, and must be received in Good Condition (defined in Section 7 above). If the Equipment is not received within 15 days of the date of demand, You agree to continue paying Minimum Payments and all other amounts due hereunder until the Equipment is received by Us. You cannot pay off this Agreement or return the Equipment prior to the end of the Initial Term or any Renewal Term without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the price of the Equipment.

13. APPLICABLE LAW; VENUE; JURISDICTION; SEVERABILITY. You agree that this Agreement and any claim related to this Agreement shall be governed by the internal laws of the state in which our (or, if we assign this agreement, our assignee's) principal place of business is located and any dispute concerning this Agreement will be adjudicated in a federal or state court in such state. You hereby consent to personal jurisdiction and venue in such courts and waive transfer of venue. Each party waives any right to a jury trial. If any amount charged or collected under this Agreement is greater than the amount allowed by law (an "Excess Amount"), then (i) any Excess Amount charged but not yet paid will be waived by Us and (ii) any Excess Amount collected will be refunded to You or applied to any other amount then due hereunder. Each provision hereof shall be interpreted to the maximum extent possible to be enforceable under applicable law. If any provision is construed to be unenforceable, such provision shall be ineffective only to the extent of such unenforceability without invalidating the remainder hereof.

14. INTERIM RENT. As you will have possession of the Equipment from the date of its delivery to You, You agree to pay Us an interim rent charge as reasonably calculated by Us for the period from the date the Equipment is delivered to You until the Commencement Date. The payment for this interim period will be based on the Minimum Payment prorated on a 30-day calendar month and will be added to Your first invoice.

15. MISCELLANEOUS. You shall furnish Us with current financial statements upon Our request. You acknowledge that You have received a copy of this Agreement. The original of this Agreement shall be that copy which bears your facsimile or original signature, and which bears our original signature. You waive notice of receipt of a copy of this Agreement with Our original signature. You hereby represent to Us that this Agreement is legally binding and enforceable against You in accordance with its terms.

NON-APPROPRIATION ADDENDUM

This is an addendum ("Addendum") to and part of that certain agreement between CTWP ("we", "us", "our") and McLennan, County of DBA County Records ("Governmental Entity", "you", "your"), which agreement is identified in our records as agreement number 1561905 ("Agreement"). All capitalized terms used in this Addendum which are not defined herein shall have the meanings given to such terms in the Agreement.

APPLICABLE TO GOVERNMENTAL ENTITIES ONLY

You hereby represent and warrant to us that as of the date of the Agreement: (a) the individual who executed the Agreement had full power and authority to execute the Agreement on your behalf; (b) all required procedures necessary to make the Agreement a legal and binding obligation against you have been followed; (c) the Equipment will be operated and controlled by you and will be used for essential government purposes for the entire term of the Agreement; (d) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexhausted, and unencumbered appropriation; (e) you intend to pay all amounts payable under the terms of the Agreement when due, if funds are legally available to do so; (f) your obligations to remit amounts under the Agreement constitute a current expense and not a debt under applicable state law; (g) no provision of the Agreement constitutes a pledge of your tax or general revenues; and (h) you will comply with any applicable information reporting requirements of the tax code, which may include 8038-G or 8038-GC Information Returns. If funds are not appropriated to pay amounts due under the Agreement for any future fiscal period, you shall have the right to return the Equipment and terminate the Agreement on the last day of the fiscal period for which funds were available, without penalty or additional expense to you (other than the expense of returning the Equipment to the location designated by us), provided that at least thirty (30) days prior to the start of the fiscal period for which funds were not appropriated, your Chief Executive Officer (or Legal Counsel) delivers to us a certificate (or opinion) certifying that (a) you are a state or a fully constituted political subdivision or agency of the state in which you are located; (b) funds have not been appropriated for the applicable fiscal period to pay amounts due under the Agreement; (c) such non-appropriation did not result from any act or failure to act by you; and (d) you have exhausted all funds legally available for the payment of amounts due under the Agreement. You agree that this paragraph shall only apply if, and to the extent that, state law precludes you from entering into the Agreement if the Agreement constitutes a multi-year unconditional payment obligation. If and to the extent that the items financed under the Agreement is/are software, the above-referenced certificate shall also include certification that the software is no longer being used by you as of the termination date.

The undersigned, as a representative of the Governmental Entity, agrees that this Addendum is made a part of the Agreement.

| GOVERNMENTAL ENTITY'S AUTHORIZED SIGNATURE | | | |
|--|-----------|--------------------|------|
| (As Stated Above) | X | | |
| | SIGNATURE | PRINT NAME & TITLE | DATE |
| OUR SIGNATURE | | | |
| CTWP | | | |
| | SIGNATURE | PRINT NAME & TITLE | DATE |

Amendment

This Amendment amends that certain agreement by and between CTWP Leasing ("Owner") and County of McLennan ("Customer") which agreement is identified in the Owner's internal books and records as Agreement No. 1561905 (the "Agreement"). All capitalized terms used in this Amendment, which are not otherwise defined herein, shall have the meanings given to such terms in the Agreement. Owner and Customer have mutually agreed that the following modifications be made to the Agreement.

1. In section 4, entitled "TERM; AUTOMATIC RENEWAL", the sentence which reads, "Unless You notify Us in writing at least 60 days but not more than 120 days before the end of a Present Term that You intend to return the Equipment at the end of such Present Term, then: (a) this Agreement will automatically renew for an additional one-year period (a "Renewal Term") and (b) the payment terms and other terms of this Agreement will continue to apply," is hereby deleted and replaced with the following:

"Unless You notify Us in writing at least 30 days before the end of a Present Term that You intend to return the Equipment at the end of such Present Term, then: (a) this Agreement will automatically renew month-to-month (each month, a "Renewal Term") and (b) the payment terms and other terms of this Agreement will continue to apply."

2. Section 5, entitled "INDEMNIFICATION", is hereby deleted and replaced with the following:

5. WAIVER OF LIABILITY. We are not responsible for any loss or injuries caused by the installation or use of the Equipment."

3. The following section 8.A is hereby added to the Agreement:

8.A SELF-INSURANCE. Notwithstanding the provisions of section 8 hereof, Customer shall self-insure against risk of physical loss or damage to the Equipment, to the same extent it self-insures equipment which it owns or leases similar in nature to the Equipment. Customer further certifies that it will notify Owner, in the event of any theft, loss, damage, or other casualty to the Equipment. Customer shall not be required to maintain the insurance referenced in section 8."

4. In section 11, entitled "DEFAULT", subsection (1) which reads, "(1) fail to pay any amount due hereunder within 15 days of the due date," is hereby deleted and replaced with the following:

"(1) fail to pay any amount due hereunder within 30 days of the due date,"

Except as specifically modified by this Amendment, all other terms and conditions of the Agreement remain in full force and effect. If, and to the extent there is a conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall control. A facsimile copy of this Amendment bearing authorized signatures may be treated as an original. This Amendment is not binding until accepted by Owner.

| | |
|--------------------|--------------------|
| CTWP Leasing | County of McLennan |
| Owner | Customer |
| By: | By: X |
| Signature | Signature |
| Print Name & Title | Print Name & Title |
| Date Accepted: | Date: |

TEXAS SALES AND USE TAX EXEMPTION CERTIFICATION

| | |
|--|---|
| Name of purchaser, firm or agency <i>County Of McLennan</i> | |
| Address (Street & number, P.O. Box or Route number) <i>215 N. 5th St.</i> | Phone (Area code and number) <i>254-757-5020</i> |
| City, State, ZIP code <i>Waco, Tx 76701</i> | |

I, the purchaser named above, claim an exemption from payment of sales and use taxes (for the purchase of taxable items described below or on the attached order or invoice) from:

Seller: *CTWP*

Street address: *3730 Franklin Ave* City, State, ZIP code: *Waco, Tx 76710*

Description of items to be purchased or on the attached order or invoice:

Purchaser claims this exemption for the following reason:

Local Govt

I understand that I will be liable for payment of all state and local sales or use taxes which may become due for failure to comply with the provisions of the Tax Code and/or all applicable law.

I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

| | | | |
|---|-----------|-------|------|
| Sign here  | Purchaser | Title | Date |
| | | | |

NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.
THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.
Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

This certificate should be furnished to the supplier. Do not send the completed certificate to the Comptroller of Public Accounts.

Steve Kallus

From: Steve Kallus <Steve.Kallus@co.mclennan.tx.us>
Sent: Thursday, April 16, 2020 9:20 AM
To: Ken Bass (ken.bass@co.mclennan.tx.us)
Cc: andy.harwell@co.mclennan.tx.us
Subject: FW: County Clerk Wide Format Scanner/Printer Proposal
Attachments: SKM_364e20040815320.pdf; KIP 71 SeriesBrochure.pdf

Importance: High

Ken,

Please review the attached Plat Scanner/Printer proposal & documentation from CTWP. The agreement on our current machine ends next month. This new machine is more expensive because of our requirements: 1) that it print black only 2) that it be toner based 3) that it have a maintenance agreement. I've also requested that we be invoiced annually.

The current machine uses color ink cartridges, which don't last very long & are expensive, and doesn't have a maintenance agreement. This machine has been very unreliable, and having to generate PO's for every issue (ink cartridges, maintenance calls for problems, etc.) means we've been down a day or more before they can get here.

If you're okay with everything, please forward to Regan to get on the next Commissioners' Court agenda.

Thanks!

Steve Kallus
Chief Administrative Deputy
McLennan County Clerk's Office

From: Roxanne Burnett (rburnett@ctwp.com) <rburnett@ctwp.com>
Sent: Wednesday, April 08, 2020 3:44 PM
To: 'Steve Kallus' <Steve.Kallus@co.mclennan.tx.us>
Subject: Wide Format Proposal

Hello Steve,

I've attached my proposal to upgrade to a KIP toner based wide-format machine. Please give me once you've had a chance to review the proposal and we can talk.

Happy Easter!

Roxanne Burnett
Sr. Account Executive
CTWP
Phone (254) 752-0376
Fax (254) 752-7712



| |
|--|
| "Subscriber" Name: McLennan County Judge |
| Account Number: 10000BBZG |
| "LN": LexisNexis, a division of RELX Inc. |

1. Amendment

This Amendment ("Amendment") amends and supplements the terms of the Lexis Advance Subscription Agreement previously entered into between LexisNexis, a division of RELX Inc. ("LN") and Subscriber (the "Subscription Agreement"). This Amendment shall serve as Subscriber's acceptance of the General Terms & Conditions for Use of the Online Services in effect as of the date of this Amendment and displayed at www.lexisnexis.com/terms/general.

2. Certification of Use of Lexis Advance by Librarians/Library Staff

2.1 Subscriber certifies that the number of government professionals in Subscriber's organization who will have access to Lexis Advance is as set forth below. A "Government Professional User" is defined as a librarian or researcher who is employed by the Subscriber.

| | |
|---|----------|
| Number of Government Professional Users: | 1 |
|---|----------|

2.2 Each LN ID is issued for the individual use of the Government Professional User to whom it is assigned. A Government Professional User may not (i) share their LN ID(s) or (ii) perform research for a library patron or any other individual using their LN ID(s).

2.3 If Subscriber, at the time of signing this Amendment has 11 or more Government Professional Users, then Subscriber is required to notify LN if the number of Government Professional Users falls below 11. Subscriber shall, within 30 days of the staffing change, notify LN in writing.

3. Use of Lexis Advance by Library Patrons

3.1 In addition to use of Lexis Advance by Subscriber's Government Professional Users, Subscriber's "Authorized Users" may also include Subscriber's library patrons who are accessing Lexis Advance through the use of on-site library terminals (up to the specified number on Schedule I) at Subscriber's location(s) listed below (each a "Patron"). Non-Patrons of the library or any other persons who are not Government Professional Users are prohibited from receiving access to or use of Lexis Advance under this Amendment. Remote access to Lexis Advance (e.g., via dial-up or other remote connection) is strictly prohibited.

| LOCATION (ADDRESS, CITY AND STATE) | #OF TERMINALS |
|--|---------------|
| 501 WASHINGTON AVE, ANNEX BLDG, 1st FL | 3 |
| | |
| | |

3.2 Subscriber acknowledges and agrees that each Patron may access Lexis Advance only from a library terminal that includes an acceptance screen (as the same is provided by LN) which requires the Patron to accept the LexisNexis General Terms and Conditions of Use. Each Patron must activate an "I Accept" button following the terms and conditions before the Patron will be permitted to access Lexis Advance. If the Patron clicks on "Do Not Accept", "Cancel" or otherwise fails to click "I Accept", then the Patron will not have access to Lexis Advance.

3.3 Subscriber's contact and technical information for its library terminals is set forth in the attached Schedule I.

4. Lexis Advance Product and Charges

4.1 This Section 4 amends the Subscription Agreement with respect to the Lexis Advance product offering described below. The term of Subscriber's commitment for the Lexis Advance product offering will begin upon the date Subscriber's billing

account ("Account Number") is activated ("Activation") and will continue for the last period set forth in Section 4.2 below (the "Committed Term"). Subscriber may not terminate this Amendment under Section 5.2 of the General Terms during the Committed Term. In addition, Subscriber may terminate this Amendment during the Committed Term for a material breach by LN that remains uncured for more than 30 days after LN receives written notice from Subscriber identifying a specific breach. If Subscriber terminates this Amendment pursuant to this Section, then Subscriber will pay all charges incurred up to the date of termination.

| Lexis Advance Content & Features for Use by Government Professional Users | | |
|---|------------|-----------------|
| Product | SKU Number | Number of Users |
| National Primary Enhanced | 1011511 | 1 |
| TX Practice Library | 1010629 | 1 |
| All Briefs, Pleadings & Motions | 1010612 | 1 |
| <input type="checkbox"/> See attached Rider No. 1 for additional Content & Features | | |

| Lexis Advance Content & Features for Use by Library Patrons | | |
|---|------------|-----------------|
| Product | SKU Number | Number of Users |
| National Primary Enhanced | 1011511 | 3 |
| TX Practice Library | 1010629 | 3 |
| All Briefs, Pleadings & Motions | 1010612 | 3 |
| <input type="checkbox"/> See attached Rider No. 1 for additional Content & Features | | |

4.2 In exchange for access to the Lexis Advance Content, Feature and/or Service set forth in Section 4.1 above, Subscriber will pay to LN the following amount (the "Monthly Commitment") during the periods set forth below.

| Committed Term | Monthly Commitment |
|------------------|--------------------|
| 5/1/20 - 4/30/21 | \$1,746 |
| 5/1/21 - 4/30/22 | \$1,799 |
| 5/1/22 - 4/30/23 | \$1,853 |
| | |
| | |
| | |
| | |

4.3 During the Term, LN may make content and features available to Subscriber that are not included in the Lexis Advance Content described above which will be offered to Subscriber at an additional charge ("Alternate Materials"). Subscriber will be under no obligation to access and use the Alternate Materials, or to incur additional fees beyond the Monthly Installment. If Subscriber elects to access the Alternate Materials by initialing below, Subscriber will be notified that additional charges will apply before the Alternate Materials is displayed. If Subscriber proceeds to access the Alternate Materials, Subscriber will pay the then current, transactional charge(s) for the Alternate Materials that is displayed at the time of access.

Subscriber elects access to the Alternate Materials

(Initial)

4.4 LN may temporarily suspend access to Lexis Advance until all unpaid amounts are paid in full. No claims directly or indirectly related to this Amendment with respect to amounts billed or payments made under this Amendment may be initiated by Subscriber more than 6 months after such amounts were first billed to Subscriber.

5. Closed Offer

The prices and other terms are subject to change if Subscriber has not submitted a signed original or copy on or before 4/28/20.

6. Confidential Information

Subject to any state open records or freedom of information statutes, this Amendment contains confidential pricing information of LN. Subscriber understands that disclosure of the pricing information contained herein could cause competitive harm to LN, and will receive and maintain this Amendment in trust and confidence and take reasonable precautions against such disclosure to any third person. This Section 5 will survive the termination or expiration of this Amendment.

7. Support and Training

During the Term, Subscriber, with the support of LN, agrees to encourage the effective use of Lexis Advance through:

- (a) Meaningful participation in additional ongoing programs presented by LN to update and train Authorized Users;
- (b) Authorize the periodic distribution of memos or other communications by LN and/or Subscriber to Authorized Users; and
- (c) The periodic review with LN of Subscriber's Authorized User's use of materials and training under this Agreement.

8. Miscellaneous

8.1 This Amendment does not bind either party until it has been accepted by both parties. Subscriber may accept this Amendment by signing below. LN will accept this Amendment by providing Subscriber with access to Lexis Advance or by signing below.

8.2 If Subscriber issues a purchase order in connection with the Agreement, Subscriber acknowledges and agrees that the purchase order shall be for Subscriber's internal purposes only and shall not modify or affect any of the other terms or conditions for access to the Online Services.

LEXISNEXIS WILL NOT ACCEPT ANY CHANGES, CORRECTIONS OR ADDITIONS TO THIS AMENDMENT UNLESS SUCH CHANGES ARE EXPRESSLY ACCEPTED BY LN IN WRITING. SUCH CHANGES WILL HAVE NO LEGAL EFFECT.

AGREED TO AND ACCEPTED BY:

| |
|--|
| Subscriber: McLennan County Judge |
| [MUST BE COMPLETED BY SUBSCRIBER] |
| Authorized Subscriber Signature:  Printed Name: Scott M. Felton Job Title: McLennan County Judge Date: 4/24/20 |

LexisNexis, a division of RELX Inc.

| | |
|------------------------------|---------------------------|
| [COMPLETED BY LEXISNEXIS] | |
| Authorized Signature: | Digitally signed by |
| Name: Roslan, Joshua | Roslan, Joshua (LNG-DAY) |
| Job Title: (LNG-DAY) | Date: 2020.04.24 12:35:07 |
| Date: | -04'00' |

| CUSTOMER INFORMATION (Please type or print): | |
|--|---|
| Organization Name: (Full Legal Name) | McLennan County Judge |
| Billing Frequency: | <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Annually |
| Physical Address | |
| Street Address: | 501 WASHINGTON AVE, ANNEX BLDG 1ST FLOOR |
| City: | WACO |
| State: | TX |
| Zip: | 76701 |
| County: | McLennan |
| Telephone: | (254) 757-5191 |
| Fax: | (254) 757-5196 |
| Parent Company: (if applicable) | |

Type of Organization:

Library: McLennan County Judge

Employer Identification Number: 74-6002492

Organization Web Address: _____

Tax Exempt: Yes (attach Sales Tax Exemption Certificate) No
 MSA: Yes No

Tax ID No: _____ State Contract No: (If applicable) _____
 PO No: (If applicable) _____

Contacts:

| | Name | Telephone | Email |
|-----------------------------------|-------------------------------------|----------------|----------------------------------|
| Installation: | Dustin Chapman | 254-757-5049 | dustin.chapman@co.mclennan.tx.us |
| Billing: | Cody Miles | (254) 757-5049 | cody.miles@co.mclennan.tx.us |
| Policy/Legal Notification: | Dustin Chapman | 254-757-5049 | dustin.chapman@co.mclennan.tx.us |
| Scheduling/Training: | Cody Miles | (254) 757-5049 | cody.miles@co.mclennan.tx.us |
| | Name | Telephone | |
| Super Admin: | Cody Miles | (254) 757-5049 | |
| | Email | IP Address | |
| | <u>cody.miles@co.mclennan.tx.us</u> | | |

CUSTOMER ID INFORMATION (Please type or print)

| ID HOLDERS' NAMES (additional sheet attached <input type="checkbox"/>) | ID HOLDERS' TITLES/POSITIONS | ID HOLDERS' EMAIL ADDRESSES | LOCATION/ADDRESS |
|---|-------------------------------------|------------------------------------|-------------------------|
| | | | |
| | | | |
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| | | | |

SCHEDULE I

LN requires accurate IP information from the library. The technical contact at the library will need to set up static IP addresses on the patron access machines.

Information needed to set up Patron Access:

1. Law Library Name:

McLennan County Judge

2. Name of Technical Contact at Law Library

Willie Perkins

3. Phone Number, email and availability of Technical Contact at Library

254-757-5164, willie.perkins@co.mclennan.tx.us

Number of terminals in contract: 3

| | |
|---|---|
| Terminal 1 Static IP Address: <u>71.40.236.18</u> | Terminal 4 Static IP Address: _____ |
| Terminal 2 Static IP Address: <u>71.40.236.18</u> | Terminal 5 Static IP Address: _____ |
| Terminal 3 Static IP Address: <u>71.40.236.18</u> | Terminal 6 Static IP Address: _____ |
| For additional terminal locations check here <input type="checkbox"/> | |

**U. S. Department of Justice
United States Marshals Service**

Modification of Intergovernmental Agreement

| | | | | |
|--|-------------------------------------|--|--|----------------------------|
| 1. Agreement No. 80-10-0033 | 2. Effective Date April 1, 2020 | 3. Facility Code(s) 6S4 | 4. Modification No. Special VTC Language | 5. DUNS No. 021-619-085 |
| 6. Issuing Federal Agency United States Marshals Service Prisoner Operations Division CG-3, 3 rd Floor Washington, DC 20530-0001 | | 7. Local Government McLennan County/Jack Harwell Detention Facility 3101 Easy Marlin Highway Waco, Texas 76705 | | |
| 8. Appropriation Data 15X1020 | 9. <i>Per-Diem</i> Rate \$ 84.12 | 10. Guard/Transportation Hourly Rate \$ 28.14 | | |
| <p>11. EXCEPT AS PROVIDED SPECIFICALLY HEREIN, ALL TERMS AND CONDITIONS OF THE IGA DOCUMENT REFERRED TO IN BLOCK 1, REMAIN UNCHANGED. TERMS OF THIS MODIFICATION:</p> <ul style="list-style-type: none"> The purpose of the modification is to incorporate the use of guard services to monitor Federal Prisoners on a case-by-case basis during court hearings conducted via VideoTeleconferencing (VTC) when the Federal Judiciary has restricted in-person presentation of a prisoner before the court. The guard hourly rate is \$28.14 per hour per guard. <p>NO OTHER TERMS OR CONDITIONS ARE AFFECTED BY THIS MODIFICATION</p> | | | | |
| 12. INSTRUCTIONS TO LOCAL GOVERNMENT FOR EXECUTION OF THIS MODIFICATION: | | | | |
| A. <input type="checkbox"/> LOCAL GOVERNMENT IS NOT REQUIRED TO SIGN THIS DOCUMENT | | B. <input checked="" type="checkbox"/> LOCAL GOVERNMENT IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ALL COPIES TO U. S. MARSHAL | | |
| 13. APPROVALS | | | | |
| A. LOCAL GOVERNMENT | | B. FEDERAL GOVERNMENT | | |
| _____ | | _____ | | |
| <i>Signature</i> | | <i>Signature</i> | | |
| _____ | | Chief, IAB _____ | | |
| TITLE | DATE | TITLE | DATE | |

**WACO MCLENNAN COUNTY ECONOMIC DEVELOPMENT
CORPORATION**

**P.O. Box 1220
Waco, Texas 76703-1220
(254) 752-6551**

April 27, 2020

Judge Scott Felton
McLennan County
P.O. Box 1728
Waco, Texas 76703

Re: Payment Request #1
Swan Products, LLC

Dear Judge Felton:

Swan Products, LLC has requested a portion of its grant funds related to a reimbursement for costs related to the installation of a fire pump to accommodate its facility expansion. Per the Amended Program Project Agreement 2019-136 dated March 5, 2019 for Swan Products, LLC as outlined in the incentive support Section 1.2.0, WMCEDC will reimburse up to \$100,000 for expenses associated with the fire pump installation at its facility located at 700 Jewell Drive. Funds will be payable to Swan Products, LLC.

Our team has verified the documentation provided by Swan for \$76,514.90 in expenses associated with improvements necessary for the above-mentioned operations.

Swan is requesting a disbursement totaling \$76,517.90. We submit this draw request for payment.

The County's portion of this payment request is one-half of the total or \$38,258.95.

If you have other questions or need additional information, please let me know.

Sincerely,



Matthew T. Meadors
Administrator

Enclosures

Received: _____

NOTE- DUE TO COVID-19- WE HAVE RESTRICTED OUR CREWS FROM THIS BUILDING DURING WORK AND FOLLOWED ALL COVID-19 CDC REQUIREMENTS.



INVOICE DATE: 04/24/2020

| | |
|--------------------------------|---|
| Clark Roofing & Construction | Submitted To: McLennan County |
| 4529 Lake Shore Drive | Project: Sheriff's Department Roof |
| Waco, Texas 76710 | 901 Washington Avenue |
| (Cell) 254-400-9877 | Waco, Texas 76701 |
| Email: mike@clarkroofingtx.com | Attn: Purchasing: Ken Bass / TJ Jackson |

Commercial Roof System – Division 7 Roof System – Roof Recover

INVOICE

| | |
|---|---------------------------------------|
| Scope of Work: Complete Roofing & Sheet Metal Installation as Per Attached Plans | |
| <ul style="list-style-type: none"> Sweep & Remove All Loose Gravel Ballast & Dispose (Blow all dust-off roof surface to provide clean bonding substrate) Install 1 layer of 1-1/2" rigid poly iso insulation over existing built up roof system (Fully Adhered using low rise foam 3" / 6" /12") Install 1-1/2" x 9" TPO Clad scupper troughs from center of roof to exterior walls for proper drainage of roof – Weld to roof membrane Install 2" x 6" Pressure treated wood blocking on all perimeter walls / scupper troughs to provide secure attachment for TPO Clad Install 60 MIL TPO Roof system per manufactures requirements (Fully Adhered) Fabricate and install new wide opening TPO Clad Scupper Inlets (Reuse Existing Collector Heads & Downspouts) Flash all existing roof penetrations as needed Install TPO Clad "White" metal on all perimeter edges attached to wood nailer on 6" staggered centers <ul style="list-style-type: none"> Provide a 5-year workmanship warranty / 20 Year Manufacture NDL TPO Roof Warranty / 20 Year Finish Warranty on Metals | |
| <i>EXCLUDES: Plumbing, Electrical, Mechanical, Painting, Roof Access Ladder, Canopies, Wood Blocking or Items Not Shown on Plans</i> | |
| <i>EXCLUDES: In Ground Downspout "Cast Iron Boots", Penetrations not shown on plans, non-roof related metal flashings, Bonds</i> | |
| | P&P/Bid Bond: \$2,533.00 |
| | Base Proposal: \$84,809.00 |
| Payment terms: Production draws - Balance due within 10 days from date of service | INVOICE AMOUNT DUE \$87,342.00 |

POSSIBLE UPGRADES FOR EXTENDED WARRANTY (Add or Deduct from Contract)

| | |
|--|--|
| | |
| | |



CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project Sheriff's Department 901 Washington Ave.

Job No. RFP-20-006 (Building 1)



On receipt by the signer of this document of a check from McLennan County (maker of check) in the sum of \$ \$87,342.00 payable to Clark Roofing & Construction (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of McLennan County Sheriffs Dept. (owner) located at 901 Washington Avenue (location) to the following extent: Roof System Overlay (job description).

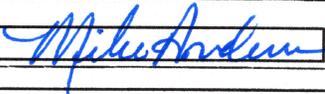
This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to McLennan County (person with whom signer contracted) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

Date 04/24/2020

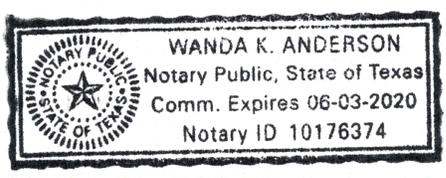
Clark Roofing & Construction (Company name)

By Mike Anderson  (Signature)

General Manager (Title)

STATE OF TEXAS §
 §
COUNTY OF McLennan §

This instrument was acknowledged before me on this 24 day of April, 2020, by Mike Anderson (name), General Manager (job title) of Clark Roofing (company name).




NOTARY PUBLIC, STATE OF TEXAS

PAYMENT APPLICATION

| | | |
|---|--|--|
| TO: McLennan County 415 N Johnson Dr McGregor TX 76657 | PROJECT NAME AND LOCATION: McLennan Co. Child Support 420 N. 6th Street Waco TX 76701 | APPLICATION # 9 PERIOD THRU: 02/29/2020 Owner Project #: DATE OF CONTRACT: 5/7/2019 |
| FROM: K4 Construction, LLC PO Box 23737 Waco TX 76702 | ARCHITECT: CP&Y 200 W Hwy 6 Suite 620 Waco TX 76712 | Distribution to: <input type="checkbox"/> OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR |

CONTRACTOR'S SUMMARY OF WORK

Application is made for payment as shown below.
Continuation Page is attached

| | |
|---|------------|
| 1. CONTRACT AMOUNT BEFORE TAX | 766,002.00 |
| 2. SUM OF ALL CHANGE ORDERS | 32,717.00 |
| 3. CURRENT CONTRACT AMOUNT BEFORE TAX (Line 1 + | 798,719.00 |
| 4. TOTAL COMPLETED AND STORED (Column G on Continuation Page) | 770,457.00 |
| 5. RETAINAGE: | |
| A. 5% Of Completed Work | 0.00 |
| B. 5% of Material Stored (Column F on Continuation Page) | 0.00 |
| Total Retainage (Line 5a + 5b or Column I on Continuation Page) | 0.00 |
| 6. TOTAL COMPLETED AND STORED LESS RETAINAGE: (Line 4 minus Line 5 Total) | 770,457.00 |
| 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT: | 731,934.13 |
| 8. TAX ON CURRENT COMPLETED AMT: (from Columns E & F on Pay App Details pg) | 0.00 |
| 9. CURRENT PAYMENT DUE: | 38,522.87 |
| 10. BALANCE TO FINISH EXCLUDING TAX: (Line 3 - Line 6) | 28,262.00 |

| SUMMARY OF CHANGE ORDERS | ADDITIONS | DEDUCTIONS |
|---|-----------|------------|
| Total changes approved in previous months | 32717.00 | 0.00 |
| Total approved this month | 0.00 | 0.00 |
| TOTALS | 32717.00 | 0.00 |
| NET CHANGES | 32,717.00 | |

THE UNDERSIGNED CONTRACTOR CERTIFIES THAT TO THE BEST OF THE CONTRACTOR'S KNOWLEDGE, INFORMATION AND BELIEF THE WORK COVERED BY THIS APPLICATION FOR PAYMENT HAS BEEN COMPLETED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, THAT ALL AMOUNTS HAVE BEEN PAID BY THE CONTRACTOR FOR WORK FOR WHICH PREVIOUS CERTIFICATES OF PAYMENT WERE ISSUED AND PAYMENTS RECEIVED FROM THE OWNER, AND THAT CURRENT PAYMENT SHOWN HEREIN IS NOW DUE.

CONTRACTOR: K4 Construction, LLC

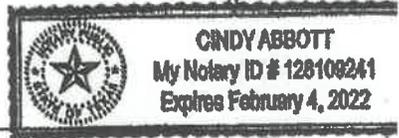
By: [Signature] Date: 2-24-2020

State of: Texas

County of: McLennan

Subscribed and sworn to before me this 24th day of February, 2020

Notary Public: [Signature]



My Commission Expires: 2-4-22

ARCHITECT'S CERTIFICATION

IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, BASED ON SITE OBSERVATIONS AND THE DATA COMPRISING THE ABOVE APPLICATION, THE ARCHITECT CERTIFIES TO THE OWNER THAT TO THE BEST OF THE ARCHITECT'S KNOWLEDGE, INFORMATION AND BELIEF THE WORK HAS PROGRESSED AS INDICATED, THE QUALITY OF THE WORK IS IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, AND THE CONTRACTOR IS ENTITLED TO PAYMENT OF THE AMOUNT CERTIFIED.

CERTIFIED AMOUNT:38,522.87

(If the certified amount is different from the payment due, you should attach an explanation. Initial all the figures that changed to match the certified amount.)

ARCHITECT: CP&Y

By: [Signature] Date: 4/22/2020

THIS CERTIFICATE IS NOT NEGOTIABLE. THE AMOUNT CERTIFIED IS PAYABLE ONLY TO THE CONTRACTOR NAMED HEREIN. ISSUANCE, PAYMENT AND ACCEPTANCE OF PAYMENT ARE WITHOUT PREJUDICE TO ANY RIGHTS OF THE OWNER OR CONTRACTOR UNDER THIS CONTRACT.

PAYMENT APPLICATION DETAILS

Customer: McLennan County
Project: McLennan Co. Child Support

Application Number: 9
For Period Ending: 02/29/2020

| A | B | C | D | | E | F | G | | H | I |
|---------------------------|-----------------------------------|---------------------------|-------------------|----------------------------|------------------------------|-----------|-------------------|-----------------|------|---|
| Item Number - Description | Scheduled Value | Work Completed | | Materials Presently Stored | Completed and Stored To Date | Total % | Balance To Finish | Retainage Value | | |
| | | From Previous Application | This Period Value | | | | | | | |
| 01 | Owner Contingency | 35,000.00 | 35000.00 | 0.00 | 0.00 | 35000.00 | 100.00 | 0.00 | 0.00 | |
| 01A | Adds per City Comments (FO 01) | 11,987.00- | -11987.00 | 0.00 | 0.00 | -11987.00 | 100.00 | 0.00 | 0.00 | |
| 01B | Adds per RFI 02 (FO 01) | 4,239.00- | -4239.00 | 0.00 | 0.00 | -4239.00 | 100.00 | 0.00 | 0.00 | |
| 01C | Adds for Revision 03 (FO 01) | 1,637.00- | -1637.00 | 0.00 | 0.00 | -1637.00 | 100.00 | 0.00 | 0.00 | |
| 01D | Adds for Revision 04 (FO 01) | 1,315.00- | -1315.00 | 0.00 | 0.00 | -1315.00 | 100.00 | 0.00 | 0.00 | |
| 01E | Add for Epoxy Grout at Wall Tile | 1,586.00- | -1586.00 | 0.00 | 0.00 | -1586.00 | 100.00 | 0.00 | 0.00 | |
| 01F | Credit to Forgo ABAA Testing | 1,600.00 | 1600.00 | 0.00 | 0.00 | 1600.00 | 100.00 | 0.00 | 0.00 | |
| 01G | Add for project delay | 2,500.00- | -2500.00 | 0.00 | 0.00 | -2500.00 | 100.00 | 0.00 | 0.00 | |
| 01H | Add for 5 new doors/frames | 2,055.00- | -2055.00 | 0.00 | 0.00 | -2055.00 | 100.00 | 0.00 | 0.00 | |
| 01J | Add for new storefront doors | 3,502.00- | -3502.00 | 0.00 | 0.00 | -3502.00 | 100.00 | 0.00 | 0.00 | |
| 01K | Add to remove column in Courtroom | 1,918.00- | -1918.00 | 0.00 | 0.00 | -1918.00 | 100.00 | 0.00 | 0.00 | |
| 01L | Add for faux terrazzo joints | 2,450.00- | -2450.00 | 0.00 | 0.00 | -2450.00 | 100.00 | 0.00 | 0.00 | |
| 01M | Add to square up terrazzo | 2,100.00- | -2100.00 | 0.00 | 0.00 | -2100.00 | 100.00 | 0.00 | 0.00 | |
| 01N | Add for Entry Lights | 1,120.00- | -1120.00 | 0.00 | 0.00 | -1120.00 | 100.00 | 0.00 | 0.00 | |
| 01P | Add for Enlarged Curb Ramp | 191.00- | -191.00 | 0.00 | 0.00 | -191.00 | 100.00 | 0.00 | 0.00 | |
| 02 | Payment & Performance Bonds | 10,787.00 | 10787.00 | 0.00 | 0.00 | 10787.00 | 100.00 | 0.00 | 0.00 | |
| 03 | Abatement | 26,507.00 | 26507.00 | 0.00 | 0.00 | 26507.00 | 100.00 | 0.00 | 0.00 | |

PAYMENT APPLICATION DETAILS

Customer: McLennan County
Project: McLennan Co. Child Support

Application Number: 9
For Period Ending: 02/29/2020

| A | B | C | D | | E | F | G | | H | I |
|---------------------------|--|---------------------------|-------------------|----------------------------|------------------------------|----------|-------------------|-----------------|------|---|
| Item Number - Description | Scheduled Value | Work Completed | | Materials Presently Stored | Completed and Stored To Date | Total % | Balance To Finish | Retainage Value | | |
| | | From Previous Application | This Period Value | | | | | | | |
| 04 | Building Demo | 13,828.00 | 13828.00 | 0.00 | 0.00 | 13828.00 | 100.00 | 0.00 | 0.00 | |
| 05 | Site Demo, Dirtwork, Foundation & Paving | 53,136.00 | 53136.00 | 0.00 | 0.00 | 53136.00 | 100.00 | 0.00 | 0.00 | |
| 06 | Terminte Pretreatment | 266.00 | 266.00 | 0.00 | 0.00 | 266.00 | 100.00 | 0.00 | 0.00 | |
| 07 | Parking Lot Signs & Wheelstops | 373.00 | 373.00 | 0.00 | 0.00 | 373.00 | 100.00 | 0.00 | 0.00 | |
| 08 | Patch Existing Slab | 3,745.00 | 3745.00 | 0.00 | 0.00 | 3745.00 | 100.00 | 0.00 | 0.00 | |
| 09 | Wood Framing | 20,015.00 | 20015.00 | 0.00 | 0.00 | 20015.00 | 100.00 | 0.00 | 0.00 | |
| 10 | Drywall, Insulation & Ceilings | 73,880.00 | 73880.00 | 0.00 | 0.00 | 73880.00 | 100.00 | 0.00 | 0.00 | |
| 11 | Water Repellents & Flashing | 15,226.00 | 15226.00 | 0.00 | 0.00 | 15226.00 | 100.00 | 0.00 | 0.00 | |
| 12 | Structural Steel & Metal Panels | 81,931.00 | 81931.00 | 0.00 | 0.00 | 81931.00 | 100.00 | 0.00 | 0.00 | |
| 13 | Aluminum, Glass & Glazing | 3,462.00 | 3462.00 | 0.00 | 0.00 | 3462.00 | 100.00 | 0.00 | 0.00 | |
| 14 | Roofing | 17,728.00 | 17728.00 | 0.00 | 0.00 | 17728.00 | 100.00 | 0.00 | 0.00 | |
| 15 | Millwork | 4,688.00 | 4688.00 | 0.00 | 0.00 | 4688.00 | 100.00 | 0.00 | 0.00 | |
| 16 | Doors, Frames, Hardware & Toilet Parti. | 36,769.00 | 36769.00 | 0.00 | 0.00 | 36769.00 | 100.00 | 0.00 | 0.00 | |
| 17 | Misc: FEC, Blocking, Sealants, Knox,Etc. | 12,903.00 | 12903.00 | 0.00 | 0.00 | 12903.00 | 100.00 | 0.00 | 0.00 | |
| 18 | Flooring, Tile & Base | 46,510.00 | 46510.00 | 0.00 | 0.00 | 46510.00 | 100.00 | 0.00 | 0.00 | |
| 19 | Terrazzo | 29,166.00 | 29166.00 | 0.00 | 0.00 | 29166.00 | 100.00 | 0.00 | 0.00 | |
| 20 | Tape, Bed, Texture & Paint | 32,826.00 | 32826.00 | 0.00 | 0.00 | 32826.00 | 100.00 | 0.00 | 0.00 | |

PAYMENT APPLICATION DETAILS

Customer: McLennan County
Project: McLennan Co. Child Support

Application Number: 9
For Period Ending: 02/29/2020

| A | B | C | D | E | F | G | | H | I |
|---------------------------|----------------------------------|---------------------------|-------------------|----------------------------|------------------------------|----------|-------------------|-----------------|------|
| Item Number - Description | Scheduled Value | Work Completed | | Materials Presently Stored | Completed and Stored To Date | Total % | Balance To Finish | Retainage Value | |
| | | From Previous Application | This Period Value | | | | | | |
| 21 | Plumbing & Slab Demo | 56,324.00 | 56324.00 | 0.00 | 0.00 | 56324.00 | 100.00 | 0.00 | 0.00 |
| 22 | HVAC | 67,617.00 | 67617.00 | 0.00 | 0.00 | 67617.00 | 100.00 | 0.00 | 0.00 |
| 23 | Electrical | 87,483.00 | 87483.00 | 0.00 | 0.00 | 87483.00 | 100.00 | 0.00 | 0.00 |
| 24 | Fire Alarm System | 9,246.00 | 9246.00 | 0.00 | 0.00 | 9246.00 | 100.00 | 0.00 | 0.00 |
| 25 | Window Coverings | 1,737.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1,737.00 | 0.00 |
| 26 | Interior Signage | 589.00 | 589.00 | 0.00 | 0.00 | 589.00 | 100.00 | 0.00 | 0.00 |
| 27 | Laminate Paneling System | 21,933.00 | 21933.00 | 0.00 | 0.00 | 21933.00 | 100.00 | 0.00 | 0.00 |
| 28 | Expansion Joint Covers | 2,327.00 | 2327.00 | 0.00 | 0.00 | 2327.00 | 100.00 | 0.00 | 0.00 |
| 29 | Adds per City Comments | 11,987.00 | 11987.00 | 0.00 | 0.00 | 11987.00 | 100.00 | 0.00 | 0.00 |
| 30 | Adds for RFI 02 | 4,239.00 | 4239.00 | 0.00 | 0.00 | 4239.00 | 100.00 | 0.00 | 0.00 |
| 31 | Add per Revision 03 | 1,637.00 | 1637.00 | 0.00 | 0.00 | 1637.00 | 100.00 | 0.00 | 0.00 |
| 32 | Adds for Revision 04 | 1,315.00 | 1315.00 | 0.00 | 0.00 | 1315.00 | 100.00 | 0.00 | 0.00 |
| 33 | Add for Epoxy Grout at Wall Tile | 1,586.00 | 1586.00 | 0.00 | 0.00 | 1586.00 | 100.00 | 0.00 | 0.00 |
| 34 | Credit to Forgo ABAA Testing | 1,600.00- | -1600.00 | 0.00 | 0.00 | -1600.00 | 100.00 | 0.00 | 0.00 |
| 35 | Add for project delay | 2,500.00 | 2500.00 | 0.00 | 0.00 | 2500.00 | 100.00 | 0.00 | 0.00 |
| 36 | Add for 5 new doors/frames | 2,055.00 | 2055.00 | 0.00 | 0.00 | 2055.00 | 100.00 | 0.00 | 0.00 |
| 37 | Add for new storefront doors | 3,502.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 3,502.00 | 0.00 |

PAYMENT APPLICATION DETAILS

Customer: McLennan County
Project: McLennan Co. Child Support

Application Number: 9
For Period Ending: 02/29/2020

| A | B | C | D | E | F | G | | H | I |
|---------------------------|--------------------------------------|-----------------|---------------------------|-------------------|----------------------------|------------------------------|---------|-------------------|-----------------|
| Item Number - Description | | Scheduled Value | Work Completed | | Materials Presently Stored | Completed and Stored To Date | Total % | Balance To Finish | Retainage Value |
| | | | From Previous Application | This Period Value | | | | | |
| 38 | Add to remove column in Courtroom | 1,918.00 | 1918.00 | 0.00 | 0.00 | 1918.00 | 100.00 | 0.00 | 0.00 |
| 39 | Add for faux terrazzo joints | 2,450.00 | 2450.00 | 0.00 | 0.00 | 2450.00 | 100.00 | 0.00 | 0.00 |
| 40 | Add to square up terrazzo | 2,100.00 | 2100.00 | 0.00 | 0.00 | 2100.00 | 100.00 | 0.00 | 0.00 |
| 41 | Add to extend plumbing trench | 7,614.00 | 7614.00 | 0.00 | 0.00 | 7614.00 | 100.00 | 0.00 | 0.00 |
| 42 | Add for Entry Lights | 1,120.00 | 1120.00 | 0.00 | 0.00 | 1120.00 | 100.00 | 0.00 | 0.00 |
| 43 | Add for Enlarged Curb Ramp | 2,271.00 | 2271.00 | 0.00 | 0.00 | 2271.00 | 100.00 | 0.00 | 0.00 |
| 44 | Add to Replace Existing Sash Windows | 12,580.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 12,580.00 | 0.00 |
| 45 | Add to Replace Existing Storefront | 10,443.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 10,443.00 | 0.00 |
| TOTAL: | | 798,719.00 | 770,457.00 | 0.00 | 0.00 | 770457.00 | 96.46 | 28,262.00 | 0.00 |

PAYMENT APPLICATION

TO: McLennan County
415 N Johnson Dr
McGregor TX 76657

PROJECT NAME AND LOCATION: McLennan Co. Child Support
420 N. 6th Street
Waco TX 76701

APPLICATION # 10
PERIOD THRU: 04/30/2020

Distribution to:
___ OWNER
___ ARCHITECT
___ CONTRACTOR

FROM: K4 Construction, LLC
PO Box 23737
Waco TX 76702

ARCHITECT: CP&Y
200 W Hwy 6
Suite 620
Waco TX 76712

Owner Project #:
DATE OF CONTRACT: 5/7/2019

CONTRACTOR'S SUMMARY OF WORK

Application is made for payment as shown below.
Continuation Page is attached

| | |
|---|------------|
| 1. CONTRACT AMOUNT BEFORE TAX | 766,002.00 |
| 2. SUM OF ALL CHANGE ORDERS | 32,717.00 |
| 3. CURRENT CONTRACT AMOUNT BEFORE TAX (Line 1 + | 798,719.00 |
| 4. TOTAL COMPLETED AND STORED (Column G on Continuation Page) | 798,719.00 |
| 5. RETAINAGE: | |
| A. 5% Of Completed Work | 0.00 |
| B. 5% of Material Stored (Colum F on Continuation Page) | 0.00 |
| Total Retainage (Line 5a + 5b or Column I on Continuation Page) | 0.00 |
| 6. TOTAL COMPLETED AND STORED LESS RETAINAGE: (Line 4 minus Line 5 Total) | 798,719.00 |
| 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT: | 770,457.00 |
| 8. TAX ON CURRENT COMPLETED AMT: (from Columns E & F on Pay App Details pg) | 0.00 |
| 9. CURRENT PAYMENT DUE: | 28,262.00 |
| 10. BALANCE TO FINISH EXCLUDING TAX: (Line 3 - Line 6) | 0.00 |

| SUMMARY OF CHANGE ORDERS | ADDITIONS | DEDUCTIONS |
|---|-----------|------------|
| Total changes approved in previous months | 32717.00 | 0.00 |
| Total approved this month | 0.00 | 0.00 |
| TOTALS | 32717.00 | 0.00 |
| NET CHANGES | 32,717.00 | |

THE UNDERSIGNED CONTRACTOR CERTIFIES THAT TO THE BEST OF THE CONTRACTOR'S KNOWLEDGE, INFORMATION AND BELIEF THE WORK COVERED BY THIS APPLICATION FOR PAYMENT HAS BEEN COMPLETED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, THAT ALL AMOUNTS HAVE BEEN PAID BY THE CONTRACTOR FOR WORK FOR WHICH PREVIOUS CERTIFICATES OF PAYMENT WERE ISSUED AND PAYMENTS RECEIVED FROM THE OWNER, AND THAT CURRENT PAYMENT SHOWN HEREIN IS NOW DUE.

CONTRACTOR: K4 Construction, LLC

By: [Signature] Date: 4-20-20

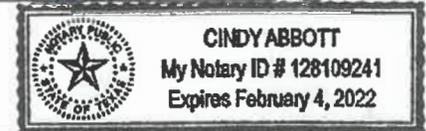
State of: Texas

County of: McLennan

Subscribed and sworn to before me this 20th day of April 2020

Notary Public: Cindy Abbott

My Commission Expires: 2-4-20



ARCHITECT'S CERTIFICATION

IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, BASED ON SITE OBSERVATIONS AND THE DATA COMPRISING THE ABOVE APPLICATION, THE ARCHITECT CERTIFIES TO THE OWNER THAT TO THE BEST OF THE ARCHITECT'S KNOWLEDGE, INFORMATION AND BELIEF THE WORK HAS PROGRESSED AS INDICATED, THE QUALITY OF THE WORK IS IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, AND THE CONTRACTOR IS ENTITLED TO PAYMENT OF THE AMOUNT CERTIFIED.

CERTIFIED AMOUNT:28,262.00

(If the certified amount is different from the payment due, you should attach an explanation. Initial all the figures that changed to match the certified amount.)

ARCHITECT: CP&Y

By: [Signature] Date: 4/27/2020

THIS CERTIFICATE IS NOT NEGOTIABLE. THE AMOUNT CERTIFIED IS PAYABLE ONLY TO THE CONTRACTOR NAMED HEREIN. ISSUANCE, PAYMENT AND ACCEPTANCE OF PAYMENT ARE WITHOUT PREJUDICE TO ANY RIGHTS OF THE OWNER OR CONTRACTOR UNDER THIS CONTRACT.

PAYMENT APPLICATION DETAILS

Customer: McLennan County
Project: McLennan Co. Child Support

Application Number: 10
For Period Ending: 04/30/2020

| A | B | C | D | E | F | G | | H | I |
|---------------------------|-----------------------------------|---------------------------|-------------------|----------------------------|------------------------------|-----------|-------------------|-----------------|------|
| Item Number - Description | Scheduled Value | Work Completed | | Materials Presently Stored | Completed and Stored To Date | Total % | Balance To Finish | Retainage Value | |
| | | From Previous Application | This Period Value | | | | | | |
| 01 | Owner Contingency | 35,000.00 | 35000.00 | 0.00 | 0.00 | 35000.00 | 100.00 | 0.00 | 0.00 |
| 01A | Adds per City Comments (FO 01) | 11,987.00- | -11987.00 | 0.00 | 0.00 | -11987.00 | 100.00 | 0.00 | 0.00 |
| 01B | Adds per RFI 02 (FO 01) | 4,239.00- | -4239.00 | 0.00 | 0.00 | -4239.00 | 100.00 | 0.00 | 0.00 |
| 01C | Adds for Revision 03 (FO 01) | 1,637.00- | -1637.00 | 0.00 | 0.00 | -1637.00 | 100.00 | 0.00 | 0.00 |
| 01D | Adds for Revision 04 (FO 01) | 1,315.00- | -1315.00 | 0.00 | 0.00 | -1315.00 | 100.00 | 0.00 | 0.00 |
| 01E | Add for Epoxy Grout at Wall Tile | 1,586.00- | -1586.00 | 0.00 | 0.00 | -1586.00 | 100.00 | 0.00 | 0.00 |
| 01F | Credit to Forgo ABAA Testing | 1,600.00 | 1600.00 | 0.00 | 0.00 | 1600.00 | 100.00 | 0.00 | 0.00 |
| 01G | Add for project delay | 2,500.00- | -2500.00 | 0.00 | 0.00 | -2500.00 | 100.00 | 0.00 | 0.00 |
| 01H | Add for 5 new doors/frames | 2,055.00- | -2055.00 | 0.00 | 0.00 | -2055.00 | 100.00 | 0.00 | 0.00 |
| 01J | Add for new storefront doors | 3,502.00- | -3502.00 | 0.00 | 0.00 | -3502.00 | 100.00 | 0.00 | 0.00 |
| 01K | Add to remove column in Courtroom | 1,918.00- | -1918.00 | 0.00 | 0.00 | -1918.00 | 100.00 | 0.00 | 0.00 |
| 01L | Add for faux terrazzo joints | 2,450.00- | -2450.00 | 0.00 | 0.00 | -2450.00 | 100.00 | 0.00 | 0.00 |
| 01M | Add to square up terrazzo | 2,100.00- | -2100.00 | 0.00 | 0.00 | -2100.00 | 100.00 | 0.00 | 0.00 |
| 01N | Add for Entry Lights | 1,120.00- | -1120.00 | 0.00 | 0.00 | -1120.00 | 100.00 | 0.00 | 0.00 |
| 01P | Add for Enlarged Curb Ramp | 191.00- | -191.00 | 0.00 | 0.00 | -191.00 | 100.00 | 0.00 | 0.00 |
| 02 | Payment & Performance Bonds | 10,787.00 | 10787.00 | 0.00 | 0.00 | 10787.00 | 100.00 | 0.00 | 0.00 |
| 03 | Abatement | 26,507.00 | 26507.00 | 0.00 | 0.00 | 26507.00 | 100.00 | 0.00 | 0.00 |

PAYMENT APPLICATION DETAILS

Customer: McLennan County
Project: McLennan Co. Child Support

Application Number: 10
For Period Ending: 04/30/2020

| A | B | C | D | E | F | G | | H | I |
|---------------------------|--|---------------------------|-------------------|----------------------------|------------------------------|----------|-------------------|-----------------|------|
| Item Number - Description | Scheduled Value | Work Completed | | Materials Presently Stored | Completed and Stored To Date | Total % | Balance To Finish | Retainage Value | |
| | | From Previous Application | This Period Value | | | | | | |
| 04 | Building Demo | 13,828.00 | 13828.00 | 0.00 | 0.00 | 13828.00 | 100.00 | 0.00 | 0.00 |
| 05 | Site Demo, Dirtwork, Foundation & Paving | 53,136.00 | 53136.00 | 0.00 | 0.00 | 53136.00 | 100.00 | 0.00 | 0.00 |
| 06 | Terminite Pretreatment | 266.00 | 266.00 | 0.00 | 0.00 | 266.00 | 100.00 | 0.00 | 0.00 |
| 07 | Parking Lot Signs & Wheelstops | 373.00 | 373.00 | 0.00 | 0.00 | 373.00 | 100.00 | 0.00 | 0.00 |
| 08 | Patch Existing Slab | 3,745.00 | 3745.00 | 0.00 | 0.00 | 3745.00 | 100.00 | 0.00 | 0.00 |
| 09 | Wood Framing | 20,015.00 | 20015.00 | 0.00 | 0.00 | 20015.00 | 100.00 | 0.00 | 0.00 |
| 10 | Drywall, Insulation & Ceilings | 73,880.00 | 73880.00 | 0.00 | 0.00 | 73880.00 | 100.00 | 0.00 | 0.00 |
| 11 | Water Repellents & Flashing | 15,226.00 | 15226.00 | 0.00 | 0.00 | 15226.00 | 100.00 | 0.00 | 0.00 |
| 12 | Structural Steel & Metal Panels | 81,931.00 | 81931.00 | 0.00 | 0.00 | 81931.00 | 100.00 | 0.00 | 0.00 |
| 13 | Aluminum, Glass & Glazing | 3,462.00 | 3462.00 | 0.00 | 0.00 | 3462.00 | 100.00 | 0.00 | 0.00 |
| 14 | Roofing | 17,728.00 | 17728.00 | 0.00 | 0.00 | 17728.00 | 100.00 | 0.00 | 0.00 |
| 15 | Millwork | 4,688.00 | 4688.00 | 0.00 | 0.00 | 4688.00 | 100.00 | 0.00 | 0.00 |
| 16 | Doors, Frames, Hardware & Toilet Parti. | 36,769.00 | 36769.00 | 0.00 | 0.00 | 36769.00 | 100.00 | 0.00 | 0.00 |
| 17 | Misc: FEC, Blocking, Sealants, Knox,Etc. | 12,903.00 | 12903.00 | 0.00 | 0.00 | 12903.00 | 100.00 | 0.00 | 0.00 |
| 18 | Flooring, Tile & Base | 46,510.00 | 46510.00 | 0.00 | 0.00 | 46510.00 | 100.00 | 0.00 | 0.00 |
| 19 | Terrazzo | 29,166.00 | 29166.00 | 0.00 | 0.00 | 29166.00 | 100.00 | 0.00 | 0.00 |
| 20 | Tape, Bed, Texture & Paint | 32,826.00 | 32826.00 | 0.00 | 0.00 | 32826.00 | 100.00 | 0.00 | 0.00 |

PAYMENT APPLICATION DETAILS

Customer: McLennan County
Project: McLennan Co. Child Support

Application Number: 10
For Period Ending: 04/30/2020

| A | B | C | D | | E | F | G | | H | I |
|---------------------------|----------------------------------|---------------------------|-------------------|------------------|--------------------|----------|-------------------|-----------|------|---|
| | | | Work Completed | Materials | | | Completed | Retainage | | |
| Item Number - Description | Scheduled Value | From Previous Application | This Period Value | Presently Stored | and Stored To Date | Total % | Balance To Finish | Value | | |
| 21 | Plumbing & Slab Demo | 56,324.00 | 56324.00 | 0.00 | 0.00 | 56324.00 | 100.00 | 0.00 | 0.00 | |
| 22 | HVAC | 67,617.00 | 67617.00 | 0.00 | 0.00 | 67617.00 | 100.00 | 0.00 | 0.00 | |
| 23 | Electrical | 87,483.00 | 87483.00 | 0.00 | 0.00 | 87483.00 | 100.00 | 0.00 | 0.00 | |
| 24 | Fire Alarm System | 9,246.00 | 9246.00 | 0.00 | 0.00 | 9246.00 | 100.00 | 0.00 | 0.00 | |
| 25 | Window Coverings | 1,737.00 | 0.00 | 1,737.00 | 0.00 | 1737.00 | 100.00 | 0.00 | 0.00 | |
| 26 | Interior Signage | 589.00 | 589.00 | 0.00 | 0.00 | 589.00 | 100.00 | 0.00 | 0.00 | |
| 27 | Laminate Paneling System | 21,933.00 | 21933.00 | 0.00 | 0.00 | 21933.00 | 100.00 | 0.00 | 0.00 | |
| 28 | Expansion Joint Covers | 2,327.00 | 2327.00 | 0.00 | 0.00 | 2327.00 | 100.00 | 0.00 | 0.00 | |
| 29 | Adds per City Comments | 11,987.00 | 11987.00 | 0.00 | 0.00 | 11987.00 | 100.00 | 0.00 | 0.00 | |
| 30 | Adds for RFI 02 | 4,239.00 | 4239.00 | 0.00 | 0.00 | 4239.00 | 100.00 | 0.00 | 0.00 | |
| 31 | Add per Revision 03 | 1,637.00 | 1637.00 | 0.00 | 0.00 | 1637.00 | 100.00 | 0.00 | 0.00 | |
| 32 | Adds for Revision 04 | 1,315.00 | 1315.00 | 0.00 | 0.00 | 1315.00 | 100.00 | 0.00 | 0.00 | |
| 33 | Add for Epoxy Grout at Wall Tile | 1,586.00 | 1586.00 | 0.00 | 0.00 | 1586.00 | 100.00 | 0.00 | 0.00 | |
| 34 | Credit to Forgo ABAA Testing | 1,600.00- | -1600.00 | 0.00 | 0.00 | -1600.00 | 100.00 | 0.00 | 0.00 | |
| 35 | Add for project delay | 2,500.00 | 2500.00 | 0.00 | 0.00 | 2500.00 | 100.00 | 0.00 | 0.00 | |
| 36 | Add for 5 new doors/frames | 2,055.00 | 2055.00 | 0.00 | 0.00 | 2055.00 | 100.00 | 0.00 | 0.00 | |
| 37 | Add for new storefront doors | 3,502.00 | 0.00 | 3,502.00 | 0.00 | 3502.00 | 100.00 | 0.00 | 0.00 | |

PAYMENT APPLICATION DETAILS

Customer: McLennan County
Project: McLennan Co. Child Support

Application Number: 10
For Period Ending: 04/30/2020

| A | B | C | D | E | F | G | | H | I |
|---------------------------|--------------------------------------|-----------------|---------------------------|-------------------|----------------------------|------------------------------|---------|-------------------|-----------------|
| Item Number - Description | | Scheduled Value | Work Completed | | Materials Presently Stored | Completed and Stored To Date | Total % | Balance To Finish | Retainage Value |
| | | | From Previous Application | This Period Value | | | | | |
| 38 | Add to remove column in Courtroom | 1,918.00 | 1918.00 | 0.00 | 0.00 | 1918.00 | 100.00 | 0.00 | 0.00 |
| 39 | Add for faux terrazzo joints | 2,450.00 | 2450.00 | 0.00 | 0.00 | 2450.00 | 100.00 | 0.00 | 0.00 |
| 40 | Add to square up terrazzo | 2,100.00 | 2100.00 | 0.00 | 0.00 | 2100.00 | 100.00 | 0.00 | 0.00 |
| 41 | Add to extend plumbing trench | 7,614.00 | 7614.00 | 0.00 | 0.00 | 7614.00 | 100.00 | 0.00 | 0.00 |
| 42 | Add for Entry Lights | 1,120.00 | 1120.00 | 0.00 | 0.00 | 1120.00 | 100.00 | 0.00 | 0.00 |
| 43 | Add for Enlarged Curb Ramp | 2,271.00 | 2271.00 | 0.00 | 0.00 | 2271.00 | 100.00 | 0.00 | 0.00 |
| 44 | Add to Replace Existing Sash Windows | 12,580.00 | 0.00 | 12,580.00 | 0.00 | 12580.00 | 100.00 | 0.00 | 0.00 |
| 45 | Add to Replace Existing Storefront | 10,443.00 | 0.00 | 10,443.00 | 0.00 | 10443.00 | 100.00 | 0.00 | 0.00 |
| TOTAL: | | 798,719.00 | 770,457.00 | 28,262.00 | 0.00 | 798719.00 | 100.00 | 0.00 | 0.00 |



CHAIR:
The Honorable Sharon Keller
Presiding Judge
Court of Criminal Appeals

EX OFFICIO MEMBERS:
Honorable Sharon Keller
Honorable Nathan Hecht
Honorable John Whitmire
Honorable Brandon Creighton
Honorable Nicole Collier
Honorable Reggie Smith
Honorable Sherry Radack
Honorable Vivian Torres

MEMBERS APPOINTED BY GOVERNOR:
Mr. Alex Bunin
Honorable Richard Evans
Mr. Gonzalo Rios
Honorable Missy Medary
Honorable Valerie Covey

EXECUTIVE DIRECTOR:
Geoffrey Burkhart

February 6, 2020

Dear Judge Felton,

The Texas Indigent Defense Commission announces the availability of grant funds for Texas counties for new programs to improve indigent defense services. The Indigent Defense Improvement Grant Program is separate from any formula grant your county may be eligible to receive. Please read the enclosed [Request for Applications](#) (RFA) which will provide information and instructions on the competitive application process for these funds.

This FY2021 grant packet is being sent to all 254 constitutional county judges, and notices have also been emailed to all Administrative District Judges and Administrative County Court-at-Law Judges.

The administrative rules adopted by the Commission in Texas Administrative Code, Title 1, Chapter 173 and the attached RFA are available at the Commission Website: www.tidc.texas.gov. The administrative rules and this RFA establish the guidelines for the administration of grant funds and the application submission process.

Please note that TIDC will offer an online training opportunity on **Thursday, February 27th at 2pm** for county officials interested in learning more about the grant program and application process. This training opportunity is *optional* and will answer many questions county officials may have. The webinar will cover the application process, program requirements, and provide advice to counties considering new programs. Registration details will be posted at tidc.texas.gov

Please contact TIDC staff to explore funding opportunities any ideas for programs focused on improving indigent defense. Contact Edwin Colfax, Grant Program Manager, at 512-463-2508 or ecolfax@tidc.texas.gov with any questions. If you need to update your contact information on the Commission's [Grant and Plan Management Website](http://tidc.tamu.edu) (<http://tidc.tamu.edu>), please contact Heather Caspers at (979) 845-6754 or by email (hcaspers@ppri.tamu.edu).

Sincerely,

Sharon Keller
Chair, Texas Indigent Defense Commission
Presiding Judge, Court of Criminal Appeals

2021 McLennan County Resolution
Indigent Defense Improvement Grant Program

WHEREAS, under the provisions of the Texas Government Code Section 79.037 and Texas Administrative Code Chapter 173, counties are eligible to receive grants from the Texas Indigent Defense Commission to provide improvements in indigent defense services in the county; and

WHEREAS, this grant program will assist the county in the implementation and the improvement of the indigent criminal defense services in this county; and

WHEREAS, McLennan County Commissioners Court has agreed that in the event of loss or misuse of the funds, McLennan County Commissioners assures that the funds will be returned in full to the Texas Indigent Defense Commission.

NOW THEREFORE, BE IT RESOLVED and ordered that the County Judge of this county is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Indigent Defense Improvement Grant Program and all other necessary documents to accept said grant; and

BE IT FURTHER RESOLVED that David L. Hodges is designated as the Program Director and contact person for this grant and the County Auditor is designated as the Financial Officer for this grant.

Adopted this _____ day of _____, 2020.

Scott M. Felton
County Judge

Attest:
J.A. "Andy" Harwell, County Clerk
McLennan County, Texas

By: Deputy County Clerk

Internet Submission Form

After submitting the Improvement grant application on-line, the following Internet submission confirmation number was received #D202115520200330. This grant application submission was in accordance with the Commissioners Court Resolution above.

Scott M. Felton
County Judge



FY2021 Indigent Defense Improvement Grant Request for Applications (RFA)

Section I: Overview

The Texas Indigent Defense Commission (Commission) provides financial and technical support to counties to develop and maintain quality, cost-effective indigent defense systems that meet the needs of local communities and the requirements of the Constitution and state law. The Commission may provide Improvement Grants for any program that improves the provision of indigent defense services.

Period for Funding and Program Operation: October 1, 2020 to September 30, 2021.

Application Due Date for Priority Consideration: May 11, 2020.

Applications must be submitted online through the Commission's [Grant and Plan Management Website \(http://tidc.tamu.edu\)](http://tidc.tamu.edu). Applications submitted after this date will be considered for funding based on availability of funds.

Optional Intent to Submit Application (ISA)

Applicants are strongly encouraged to submit a brief Intent to Submit Application (ISA) online form prior to developing a new grant application. The ISA provides an opportunity for TIDC to provide initial feedback on whether the proposed program is within the scope of the grant program. Although ISAs are optional, counties should submit them by **March 31, 2020** in order to provide sufficient opportunity to incorporate TIDC feedback when developing a full application. Contact the TIDC Grant Team at 512-463-2508 or ecolfax@tidc.texas.gov to initiate an ISA.

Improvement Grant Categories

Multi-Year Improvement Grants

- Minimum of \$50,000 per application.
- Funding for direct client service programs that represent indigent defendants.
- Provides funding over four years.
- Typically pays up to 80% of total project costs for the first year; 60% for the second year; 40% for the third year; and 20% for the fourth year.
- Awards for multi-year programs are made each fiscal year, with funding of eligible expenses provided on a reimbursement basis. Grantees will be required to re-apply for continued funding each grant year.
- Require a cash match as described above.

Single-Year Improvement Grants

- Minimum of \$5,000 per application.

- Funding for indigent defense process improvement projects including technology projects.
- These projects require a cash match as detailed in Section II below.

Continued Multi-Year Improvement Grants

- Counties with a current multi-year grant award must submit a brief online Continued Multi-Year improvement grant form for each subsequent year of eligible funding.
- A new Commissioners Court resolution must be submitted with the application each year.
- Requests for scope changes, amendments or budget adjustments may be submitted with Continued Multi-Year applications.

Rural Regional Public Defender Sustainability Grants

- Counties with populations less than 100,000 operating multi-county regional public defender offices are eligible to apply for sustainability grants beyond the regular 4-year support offered under the multi-year grant program.

Priority Program Areas

Applications for the following program types shall be given funding priority:

- Managed indigent defense programs that put in place mechanisms to ensure quality representation. This includes but is not limited to managed assigned counsel and public defender programs.
- Regional indigent defense services.
- Specialized (mental health, juvenile, etc.) indigent defense services.
- Programs that serve rural areas.
- Programs that measure the quality of representation for indigent defendants.
- Online indigent defense management systems.
- Other programs that implement cost containment initiatives designed to limit local indigent defense cost increases or reduce county operating costs with respect to indigent defense.

Preferred Applications will have the following characteristics:

- Demonstrate how the proposed activity will be a model program or can be duplicated in other jurisdictions.
- Involve coordinated multi-county submissions.
- Demonstrate a county's long-term commitment to the program.
- Contain a cash match from the county or other non-governmental source.
- Have minimal or no indirect costs requirements.
- Serve small counties (population less than 50,000) or mid-sized counties (50,000 to 250,000).

Grant applications that are consistent with the Commission's standards, related statutes, and above listed priorities are more likely to receive an improvement grant award.

Eligibility

The following entities are eligible for Improvement Grants:

- Texas counties. Counties may apply jointly for funding but must designate one county as the grant recipient.
- A law school's legal clinic or program that provides indigent defense services for Texas counties as described in Section 79.037, Texas Gov't Code.
- A regional public defender formed under Article 26.044, Code of Criminal Procedure that provides indigent defense services for Texas counties and meets the requirements of Texas Gov't Code Section 79.037.

Grant Application Training

A web-based training session will be offered in **February 2020** for counties considering an application. Check the Commission website for details.

Section II: Application Process & Requirements

Optional Intent to Submit Application (ISA)

Applicants are encouraged to complete a brief online Intent to Submit an Application (ISA) before developing a full application. The ISA includes four parts: problem statement, program goals, activities, and evaluation. Applicants will also designate the grant officials and state the estimated total project costs, keeping in mind that the amount may change in the application. The ISA includes a succinct description of an indigent defense improvement that will be implemented if grant funds are awarded to the county. Although ISAs are optional, counties should submit them by **March 31, 2020** in order to provide sufficient opportunity to incorporate TIDC feedback when developing a full application. ISAs are submitted using the [Grant and Plan Management Website](#).

Full Application Requirements

Applicants must log into the [Grant and Plan Management Website \(http://tidc.tamu.edu\)](http://tidc.tamu.edu) to complete an application. Each application must have a narrative section that describes the proposed activity. The narrative portion of the application consists of seven sections that must be completed. Additionally, an online budget form must be completed. Each of these elements must be completed for the application to receive full consideration. An incomplete or blank section decreases the likelihood of the program receiving funding because no score will be assigned to missing information. The online system will accept basic formatting and simple tables. The sections are:

- a. **Introduction (Executive Summary)**—In one hundred (100) words or less, describe the program and the main goals to be addressed. This paragraph will be the abstract of the project. Clearly state what the program will do and the broad goals that will be met if the program is funded. The summary will be most useful if it is prepared after the application has been developed in order to encompass all the key summary points necessary to communicate the project.
- b. **Problem Statement**—Describe the issue or problem the proposed activity is intended to improve or correct. Make a clear, concise, and well-supported statement of the problem to be addressed. Provide any formal or informal data related to the problem. Include information about the affected populations, social and economic costs of the issue, and resources currently used.
- c. **Objectives**—Develop clear targets and goals for the program to accomplish. State how the objectives address the problem stated above.
 - i. Objectives must be related to the program in this application and the funds requested.
 - ii. Objectives must be time/date specific and measurable.
 - iii. Objectives are the basis for the evaluation and progress reports.
 - iv. Objectives must be consistent with the Problem Statement.
- d. **Activities**—Describe the specific activities the county will conduct if awarded grant. The activities should support the objectives.
 - i. Include detailed instructions of step-by-step procedures that will take place to implement the program and the resources needed to complete each task.

- ii. Make sure to incorporate the required elements for the types of programs listed on Attachment C.
 - iii. Include **start-up tasks** and the **ongoing program activities** that staff will perform to implement the program.
 - iv. Write this section so that outsiders know exactly what the county plans to do.
 - v. Provide justification related to effectiveness and/or economy of the activity proposed. Include supporting research on this activity if available.
 - vi. Describe whether the existing staff and/or contractors will perform tasks, reports, etc. or if new staff positions will be created to implement the program. If the program will be implemented through a contract, include information on the selection process.
 - vii. If the proposed program implements a new component into an existing process or program, clarify how the new process is different from existing programs.
- e. **Evaluation**—Describe the process that will be used to determine whether the program has met the stated objectives and the measures that will be used to demonstrate the program’s impact.
- i. Evaluation must be linked directly to the objectives and activities. The evaluation must measure both the progress made toward implementing the grant-funded activity and the effect of the program once it is in operation.
 - ii. Measure the attainment of objectives in a specific and tangible manner (e.g., applications of indigence and requests for appointed counsel will be accepted electronically and maintained in an online data management system).
 - iii. Measures must be quantifiable (e.g., count the number of requests for counsel received).
 - iv. Measures must be time specific (e.g., requests for counsel will be counted from February to January and reported monthly).
 - v. Measures must identify the manner in which they will be recorded for future review (e.g., a report or screenshot of the programming results, affidavit of acceptance of work, or summary database). Data collection cooperation agreements with other county offices and departments are strongly recommended so that the county can demonstrate it will be able to meet data collection and evaluation goals.
 - vi. The evaluation provides meaning to the program objectives. The measure of success is determined by the goals and objectives of the proposed activity. Describe how milestones, accomplishments, and timelines will be tracked and recorded.
 - vii. Evaluations must demonstrate how the program impacts other county processes when applicable. The evaluation reports are submitted during and after the implementation phase and in accordance with UGMS. Evaluations are both fiscal and programmatic. Process evaluations may also be included.
- f. **Future Funding**—Describe how the proposed activity fits into the county’s long-term budget planning after the grant ends.
- g. **Budget Narrative and Budget Form (a narrative is required in addition to completing the form)**—Counties will submit the online budget form. Budgets must clearly state the costs to implement and sustain the operation of the program. The budget narrative justifies all expenses and must be consistent with the activities and objectives.
- i. Include all costs necessary to implement the proposed activity.
 - ii. Provide a narrative to detail and justify all budgeted expenses. This narrative must correspond to the activities sections. Items in the budget not stated in the activity section will be removed.
 - iii. Indicate in the budget and narrative the start-up or non-reoccurring costs for multi-year grants.
 - iv. Indirect costs are allowable but the application will not be considered competitive if above 10%.

- v. The equipment line requires a list of equipment to be purchased. All equipment must be purchased in the first year of the grant unless permission is granted from the Commission in writing. Otherwise, the equipment costs will not factor into the total project cost after the first year of funding.
- vi. Budget line items must include detailed basis of cost explanations in the budget narrative.

In addition to the full grant application narrative and budget described above, applicants must submit the following:

1. **Resolution/Internet Submission Form** – Counties applying for grants must also submit the Resolution/Internet Submission Form (See Attachment A) in order for the Commission to consider the application. The resolution must be adopted by the County Commissioners Court, signed by the applicant’s authorized official, and emailed to the Commission Grants Manager (ecolfax@tidc.texas.gov).
 - The adopted resolution is the official authorization from the Commissioners Court for the grant request. It names the grant officials required in Texas Administrative Code § 173.301. It is also a pledge to take legal responsibility for the appropriate expenditure of grant funds. Finally, it certifies that the information submitted in the application material is true and correct and that the county will abide by all relevant rules, policies, and procedures if the Commission awards grant funds to the county.
 - The Internet Submission Form is a separate form located on the bottom of the Resolution Form. The Internet Submission Form must contain the confirmation number that will be generated when the application is submitted. The confirmation number may be completed by hand after the Resolution Form is approved by Commissioners Court and the application is submitted.
2. **Court Commitment**—The judiciary is responsible for implementing indigent defense procedures within counties. Applications must include letter(s) of support from the judges who will participate in or implement the program (See Attachment B). Attachment B is a **sample form** and must be edited to describe the level and type of commitment the judges will provide to the specific program in the application.
3. **Other Supporting Documents**—Additional material such as timelines, data collection cooperation agreements, letters of support, or other supporting documents must be submitted to the Commission Grants Manager before the application due date.
4. **Additional Requirements for Technology Grant Requests**—Budget narratives for technology projects must include detailed basis of cost information. In addition, the Commission has issued Functionality and Data Guidelines for Indigent Defense Technology Projects) that should be carefully reviewed when preparing software-related grant applications. Applications should address the extent to which the proposed project is consistent with the guidelines, as well as the reasons for any departures from the guidelines.

Applications must be submitted online through the Commission’s [Grant and Plan Management Website \(http://tidc.tamu.edu\)](http://tidc.tamu.edu). – For priority consideration, applications, court commitments, and supporting documents should be submitted by 5:00 PM on May 11, 2020. Applications submitted after this date will be considered for funding based on availability of funds. A confirmation number will be generated by the system for all online submissions. This is the number that needs to be entered in the Internet Submission Form portion (bottom) of the commissioners court resolution template.

General Application Requirements

- a. **New Programs and Positions**—Only new programs and/or positions will be funded. This may include adding new positions or new elements to existing programs. The application

must clearly demonstrate that the requested positions will perform work that is not currently provided.

- b. **Maximum Applications**—A county may submit one new single-year and one new multi-year application per fiscal year for a maximum of two new applications. The application should indicate whether it is a single-year or multi-year program.
- c. **Grant Officials**— Each grant application must designate the following:
 - i. Program director. This person must be the officer or employee responsible for program operation or monitoring and will serve as the point-of-contact regarding the program's day-to-day operations.
 - ii. Financial officer. This person must be the county auditor or county treasurer if the applicant does not have a county auditor.
 - iii. Authorized official. This person must be authorized to apply for, accept, decline, modify, or cancel the grant for the applicant county. A county judge or a designee authorized by the governing body in its resolution may serve as the authorized official.
 - iv. The program director and the authorized official may be the same person. The financial officer may not serve as the program director or the authorized official.

Fiscal Application Requirements

- a. **Multi-Year Funding**— Funding is available for multi-year programs (4 years) to encourage innovative long-term programs to improve the delivery of indigent services. Continued awards for multi-year programs can be renewed each year, but the Commission will only commit funding for the current grant year.
- b. **Equipment Costs**— Equipment and other one-time costs will only be funded in the first year of the grant unless permission is granted by the Commission in writing. The Commission's portion of the grant and the cash match after the first year of funding will be calculated based on the total project costs less the equipment expenses from the first year.
- c. **Calculating the Cash Match**
 - i. **Formulas:**
 - 1. Total Project Cost multiplied by percent of match required = Total Match Required
 - 2. Total Project Cost minus Total Match Required = Total Commission Grant Request
 - ii. **Match Requirements:**
 - 1. **Multi-year Requests** – Counties must provide a cash match from county or other funds of 20% of total project costs in the first funding year, 40% the second funding year, 60% the third funding year, and 80% the fourth funding year. An applicant's use of matching funds must comply with the same statutes, rules, regulations, and guidelines applicable to the use of the Commission funded portion of a grant project.
 - 2. **Single-Year Videoconferencing** – Applications for videoconferencing equipment require a fifty percent (50%) cash match. Counties may use the videoconferencing system for any hearings authorized under Texas Code of Criminal Procedure Chapter 46B.
 - 3. **Technology Projects** – Software development projects with significant direct indigent defense benefits impacting multiple counties may be grant funded at up to 50%. Indigent defense software implementation projects, including CUC TechShare Indigent Defense implementation (involving set-up, configuration and training) requires a 50% county match. Maintenance and operations costs for CUC TechShare Indigent Defense are not eligible for improvement grant funds. Business process consulting associated with preparation to implement software, computer system connectivity and integration projects and county-specific modifications to software developed through multi-county TIDC grant projects are not eligible for improvement grant funds.
 - 4. **Use of Program Income** – Applicants must apply any program income to expenses prior to submitting reimbursement claims under the grant.

Grant Application Checklist

- Develop and research an idea or procedure that would directly serve clients or improve provision of indigent defense services in the county, courts, or jurisdiction(s).
- Optional:** Complete Intent to Submit an Application (ISA) that includes problem statement, objectives, activities, and evaluation. The ISA should be submitted before **March 31, 2020**.
 - a. Log onto the Commission's [Grant and Plan Management Website \(http://tidc.tamu.edu\)](http://tidc.tamu.edu)
 - b. Look at the online screen and verify that the appropriate judicial officials have submitted county-wide plans and that their plans meet the grant eligibility requirements. Address any outstanding plan issues.
 - c. Select type of grant. The application must indicate if you are applying for a single-year or new multi-year improvement grant.
 - d. Commissioners court resolutions are not required by the Commission until the full application deadline, but local rules may require Commissioners' Court approval.
- Complete each required section of the online full application. For priority consideration, applications should be submitted online by **5:00 PM on May 11, 2020**. Applications submitted after this date may be considered if funds are available.
- Secure written documentation of support from courts, commissioners (resolution), or other parties involved in or affected by the process.
- Submit the Resolution/Internet Submission Form and court commitments/support along with any other supporting documents to certify the application complete. All supporting documents should be scanned and emailed to ecolfax@tidc.texas.gov. These documents should be submitted on or before May 11, 2020.

Section III: Funding Conditions & Requirements

Conditions of Funding

- 1) Indigent Defense Expenditure Report:** All counties are statutorily required (Texas Government Code Sec. 79.036 (e)) to submit an Indigent Defense Expenditure Report each year on November 1 in the form and manner prescribed by the Commission. Counties that do not complete the Indigent Defense Expense Report on or before November 1 of each year may have payments temporarily suspended by Commission staff until the report is submitted and reconciled by staff.
- 2) Indigent Defense Plan Requirements:** The Local Administrative District Judges, the Local Statutory County Court Judges (or County Judge as applicable) and the Chairman of the Juvenile Board for each county must submit a copy of all formal and informal rules and forms that describe the procedures used in the county to provide indigent defendants with counsel in accordance with the Code of Criminal Procedure (Countywide Plans) to the Commission as required in Government Code §79.036. The Countywide Plans submitted must be in compliance with applicable statutes and rules and must meet the minimum requirements for each plan section as outlined in the Biennial Indigent Defense Countywide Plan Instructions. Plans were required to be submitted by **November 1, 2019**. Grant payments may be withheld until plans are submitted or meet the minimum requirements for each plan section set by Commission.
- 3) Compliance with Monitoring Reports:** A county must respond within the required time, take corrective action for findings of non-compliance, and satisfactorily address all recommendations in a Commission fiscal or policy monitoring report.

- 4) **Office of Court Administration Reporting Requirements:** County and district clerks must be in compliance with monthly court activity reporting requirements promulgated by the Texas Judicial Council.

Governing Statutes, Rules and Standards

All Commission grant programs are governed by one or more of the following statutes, rules, and standards. These documents are available at: <http://www.tidc.texas.gov>.

- Texas Government Code: [Chapter 79](#) & [Chapter 81 § 054](#)
- Texas Administrative Code: Title 1 [Chapter 173](#) and [Chapter 174](#)
- [Uniform Grant Management Standards](#) (UGMS) as promulgated by the Texas Comptroller of Public Accounts.

Commission Funding Policies

- a. **Right of Refusal**—The Commission reserves the right to reject any or all of the applications submitted.
- b. **State Funds Availability**— All commitments are subject to availability of funds.
- c. **Awards**— Publishing the RFA does not obligate the Commission to fund any programs.
- d. **Partial Funding**— The Commission may choose to offer funds for all or any portion of a program submitted in the application.
- e. **Substitution**—The Commission may offer alternative funding sources, special conditions, or alternative program elements in response to submitted applications.
- f. **Competitive Application Process**—The application process for the Commission's Improvement Grant Program is competitive. Awards are based on a review of the County's grant application. Receipt of a Notice to Proceed with Application does not guarantee funding by the Commission or alter the competitive nature of the process.
- g. **Review Criteria**—Commission staff will review each grant using objective tools and comparative analysis. The weight given to each section or combination of sections is at the sole discretion of the Commission. Menu Option Applications will be reviewed based on project budget review and availability of funds.
- h. **Final Selection**—The Commission may select and award programs that reflect geographic diversity, demographic diversity, and/or distinctive program elements at its own discretion.
- i. **Future Funding for Multi-Year Projects**—The Commission generally commits funding only for the current grant year. Future funding will be based on the county's submission of an application to continue funding in subsequent years, submission of required progress reports, a demonstration of successful progress made in implementing the program, and future availability of funds.
- j. **Formula Grant**—Counties that receive multi-year improvement grants from the Commission are encouraged to continue to apply for the Formula Grant. The county will submit its Indigent Defense Expenditure Report on or before November 1 of each year. If the implementation of the grant program results in a reduction of the county's indigent defense expenditures below the baseline, formula grant funds may be withheld by the Commission.
- k. **Delayed Start**—The Commission's Period for Funding and Program Operation is October 1 to September 30. Counties may begin to make program expenditures on October 1; however, multi-year grant programs occasionally require counties to postpone expenditures for several months. The hiring of the first program position typically marks the first month of Program Operation for multi-year grants. In order to allow a grantee to take advantage of the typical first-year 80% cash match, the funding amounts will be calculated from the first month of program operation. If approved for continued funding, the county will enter into the next grant period with the previous year's reimbursement rate for a temporary period that is equal to the duration of the first year's delay. The remainder of the renewed grant period will be reimbursed at the match rate for the corresponding grant year. This process will carry forward each year until the program is complete. Grant documentation will reflect the county's funding schedule and any adjustments that may be required because of the delayed start of program operation.

- l. Supplanting Prohibited**—Commission funding can only be awarded for **new programs**; a county may not reduce the amount of funds provided for indigent defense services because of a grant award.
- m. Dual Use**— If a county applies for an indigent defense program that may be tied to a general government process, the county must provide documentation and rationale to establish a basis of costs to determine the portion of a program/project that is attributable to indigent defense.

Program Fiscal Requirements

- a. Fund Use**— Funds must be used to pay for the direct and/or administrative costs of providing and improving indigent defense services.
- b. Allowable Costs**— Grants may be used for:
 - i. Attorney fees for indigent defendants accused of crimes or juvenile offenses;
 - ii. Expenses for licensed investigators, experts, forensic specialists, or mental health experts related to the criminal defense of indigent defendants; and
 - iii. Other approved expenses allowed by this grant program or necessary for the operation of a funded program.
- c. Unallowable Costs**— The Commission has adopted the Uniform Grant Management Standards (UGMS) to determine unallowable costs. See UGMS for a full list of unallowable costs. Specifically, in accordance with UGMS and the grant rules the following conditions apply:
 - i. General government costs are unallowable;
 - ii. Costs of law enforcement, prosecution, and incarceration are unallowable;
 - iii. Replacing existing county funding with grant funds is unallowable; and
 - iv. Funding positions that previously existed or currently exist in the county is unallowable.
- d. Failure to Begin**— Failure to begin operating the program before the end of the grant award period may constitute a failure to meet performance measures unless authorized by the Commission.
- e. Dual Use**— If a county applies for an indigent defense program that may be tied to a general government process, the county must provide documentation and rationale to establish a basis of costs to determine the portion of a program/project that is attributable to indigent defense.

Grantee Reporting Requirements

- a. Maintain Official Contact Information**— All counties must maintain correct grant official contact information on the Commission’s [Grant and Plan Management Website \(http://tidc.tamu.edu\)](http://tidc.tamu.edu). Counties must advise the Commission of changes in the authorized official, program director, financial officer, local administrative district judge, local statutory county judge and county judge by updating contact information. Commission staff will use e-mail whenever possible to notify counties of required reports and funding opportunities.
- b. Reports**— Online fiscal and program reports are required each quarter. All grants will require at least one follow-up report outside of the grant period. A reporting schedule will be provided in the Statement of Grant Award (SGA) if the Commission authorizes a grant award.

Program Records Requirements

- a. Data Collection and Agreements**—The County must collect data to support the evaluation of the program’s impact and compliance with the Fair Defense Act. This may require Data Collection Agreements from county offices or departments to provide information to the program director on a regular basis.
- b. Records Retention**— Counties must maintain records related to the funded activity for at least three years after the end of the grant period. Records may be stored electronically.
- c. Monitoring and Auditing**— Records must be made available to the Commission or its designees upon request. (See Texas Administrative Code § 173.401 for more details.)

Program Equipment and Purchasing Requirements

- a. **Use DIR State Contract**– All technology, equipment and software must be purchased from the DIR State Contract. The county may submit a written request for exception that demonstrates why the DIR contract cannot be used for this project.
- b. **Inventory**– Equipment purchased with grant funds is the property of the county. The Commission requires each grantee to maintain an inventory record of all equipment purchased with grant funds. After the grant period expires, the grantee must complete a physical inventory of all grant funded property and must reconcile the results with the existing property records. The inventory report must be submitted and reconcile with the final financial expenditure report.
- c. **Equipment and Software Maintenance**– All equipment purchased with grant funds may include up to three (3) years of maintenance to ensure the equipment will operate as intended during and beyond the grant period. **For multi-year grants, the cost of the actual equipment and other one-time costs will only be funded the first year of the grant and will not factor into the overall project costs in subsequent years of funding.**
- d. **Technology Standards** - Software developed with grant funds must conform to applicable industry information exchange standards including the National Information Exchange Model (NIEM) and the Electronic Case File (ECF) 4 standards. Applications that include information technology projects must also address how the projects meet applicable technology standards adopted by the Texas Department of Information Resources (DIR) and Judicial Committee on Information Technology (JCIT) as applicable. If no relevant standards are available from DIR or JCIT, then the county must meet commonly accepted technology standards such as Open Data Base Compliant (ODBC) or Transmission Control Protocol/Internet Protocol (TCP/IP) as applicable.

Contracting Requirements

- a. **Professional and Contractual Services**– Any contract or agreement entered into by a grantee that obligates grant funds from the Commission must be in writing and consistent with Texas contract law. Grantees must establish a contract administration system to ensure that contract deliverables are provided as specified in the contract. Grantees must regularly and consistently document the results of their contract monitoring reviews and must maintain the files and results of all contract monitoring reviews in accordance with the record retention requirements described in this section of the RFA. A grantee's failure to monitor its contracts may result in disallowed costs and/or disallowed match.
- b. **Commission Review**—Contracts with third parties for core services in funded programs must be provided to the Commission and approved prior to execution.
- c. **Contract Performance Monitoring**—Grantees that use grant funds to contract for services must develop and include in the contract provisions to monitor each contract that is for more than \$10,000 per year. These provisions must include specific actions to be taken if the grantee discovers that the contractor's performance does not meet the operational or performance terms of the contract. In the case of contracts for public defender offices and managed assigned counsel programs, these provisions must include a review of utilization and activity, reporting of financial data to evaluate the contractor's performance within the budget required by statute for such programs. Commission staff must review each contract at least once every two years and notify the grantee if it is not sufficient (See TAC § 173.311).
- d. **Limit on Equipment for Third Party Contracting of Legal Services**– Counties that contract with third parties to provide direct client indigent defense services may have included one-time purchase of equipment in the grant application. Counties may not include in the contract with the third party the full costs of the equipment line item into future funding years.

Attachment A

**Sample Resolution/Internet Submission Form
Indigent Defense Improvement Grant Program**

MUST BE PRINTED FROM ONLINE SYSTEM

WHEREAS, under the provisions of the Texas Government Code § 79.037 and Title 1 of the Texas Administrative Code Chapter 173, counties are eligible to receive grants from the Texas Indigent Defense Commission to provide improvements in indigent defense services in the county; and

WHEREAS, the commissioners court authorizes this grant program and application to assist the county in the implementation and the improvement of the indigent criminal defense services in this county; and

WHEREAS, _____ County Commissioners Court has agreed that in the event of loss or misuse of the funds, _____ County Commissioners assures that the funds will be returned in full to the Texas Indigent Defense Commission.

NOW THEREFORE, BE IT RESOLVED and ordered that the **OFFICIAL DESIGNATED BY THE COMMISSIONERS' COURT** of this county is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Indigent Defense Improvement Grant Program and all other necessary documents to accept said grant; and

BE IT FURTHER RESOLVED that the **OFFICIAL DESIGNATED BY THE COMMISSIONERS' COURT** is designated as the Program Director for this grant and the **County Auditor or County Treasurer if the county does not have an auditor (per TAC § 173.301(a))** is designated as the Financial Officer for this grant.

Adopted this _____ day of _____, 20__.

This is a Sample. Submitted resolution submitted MUST BE PRINTED FROM ONLINE SYSTEM

County Judge

Attest:

County Clerk

INTERNET SUBMISSION FORM

After submitting the improvement application online, the following Internet submission confirmation number was received # _____ . This grant application submission was in accordance with the Commissioners' Court Resolution above.

Authorized Official

Attachment B

Sample

INDIGENT DEFENSE MULTI-YEAR IMPROVEMENT GRANT PROGRAM SAMPLE COOPERATION AGREEMENT

Instructions: Applicants can edit and complete this sample agreement to indicate the support or participation from the local judiciary. If the Board of Judges takes official action to approve or support the grant application, please provide the Commission with signed documentation in lieu of this form. All materials must be submitted to the Commission before the due date.

_____ County has applied for a improvement grant from the Texas Indigent Defense Commission (Commission) to assist in funding _____ program. Implementation of this program will affect the courts below. The undersigned judges agree to support and/or participate with the program pursuant to the county's improvement grant application to the Commission and any special conditions of the grant award to the county. This commitment includes participating in the data collection efforts required in the program, as well as utilization of the services to be provided by the program.

To be considered for funding this program cooperation agreement must be signed by the judges of all of the statutory county / district courts hearing criminal matters punishable by incarceration or juvenile matters in the county.

Acknowledged and Approved by all statutory county / district courts hearing criminal matters punishable by incarceration or juvenile matters in the county:

Signature of Local Administrative Date
District Judge

Printed Name and Title

Signature of Local Administrative Date
Statutory County Judge

Printed Name and Title

Signature of Judge serving as Date
Chair of the Juvenile Board

Printed Name and Title

Signature of Judge Date

Printed Name and Title

Signature of Judge Date

Printed Name and Title

Signature of Judge Date

Printed Name and Title

Signature of Judge Date

Printed Name and Title

Signature of Judge Date

Printed Name and Title

Attachment C Required Program Elements

The Commission has funded several programs in the categories listed below. In addition to general program requirements provided throughout the RFA, applications for these specific types of programs must include the following required elements to be considered for funding.

- 1) Indigent Defense Coordinators (IDC)**—These are multi-year grant programs. IDCs have been funded to institutionalize indigent defense processes into the courts of a county or region. They are dedicated to improving the appointment process and providing documentation that a county is in compliance with the Fair Defense Act. IDCs have reduced administrative time that judges must devote to indigent defense activities. They can also enhance processes for fair, neutral and non-discriminatory appointment practices. A clear and objective standard of indigence with a timely appeal process to the courts in case of denial by the IDC ensures success of these programs. IDCs are not to be confused with court administrators, secretaries, or court docket managers.

Required Program Elements:

- a) Must perform all appointments (in and out of court) as the designee of the judge or judges;
 - b) Must maintain the rotation default system on assigned counsel systems and monitor the frequency and reasons of exception for off list appointments;
 - c) Must report summary of appointment data to judges at least monthly;
 - d) Must manage the graduated list of court appointed attorneys for judges and receive applications for advancements or adjustments as higher qualifications are met by attorneys;
 - e) Must monitor appointment list and attorneys' completion of continuing legal education (CLE) to meet minimum requirements of local plan and Commission rules;
 - f) Must review invoices submitted by attorneys and compare to appointment schedule prior to judicial approval;
 - g) Perform training for law enforcement, magistrates, local bar, and other stakeholders on indigent defense plan(s) adopted by courts;
 - h) Report directly to the judges (rural) or board of judges (mid-size or urban);
 - i) Develop procedures to track attorney contact with client, which includes tracking, investigating and reporting allegations of attorneys not meeting their clients within statutory or plan requirements; and
 - j) Must involve all courts in the jurisdiction (rural and mid-sized) or all of the judges of a type of court (larger jurisdiction).
- 2) Videoconferencing (VC)**—The Commission has funded programs that use technology to provide better representation or promote prompt appointment requirements. The courts can use the technology to remediate the effects of geography or volume on court processes. An acceptable VC system will focus on improving access to effective assistance of counsel for indigent defendants. It may also help the county meet prompt appointment or prompt attorney contact requirements of the Fair Defense Act. The Commission awards videoconference grants to meet the three following objectives:
- A. Attorney/Client meetings - Promotes client contact with appointed attorneys.
 - B. Magistration – Counties can use VC technology to improve the performance of magisterial duties, including the duties to: inform the accused of the right to appointed counsel and the procedures for requesting appointment of counsel, provide accused persons requesting appointed counsel with necessary forms for making requests and ensure that reasonable assistance in completing required forms is provided to the accused at the time of the magistrate's hearing.
 - C. Indigency determinations and applications - The court may use the technology to conduct the interview to determine indigence or to consider requests for court appointed counsel.

Required Program Elements:

- a) Must meet the needs of local attorneys on the appointment list and involve the local defense bar in the planning stages;
- b) Must be used by all judges in the jurisdiction involved in the specific aspect of the program (e.g., includes a countywide process change in magistration, attorney/client meetings, etc.);
- c) Must be used to meet a specific element of the Fair Defense Act (e.g., indigence determination, magistration, attorney contact, etc.);
- d) Must involve sheriff, jail administrator and other law enforcement as applicable;
- e) Must be purchased from the State DIR contract (see program requirements);
- f) May include the price of at least three years of maintenance;

- 3) **Purchase of Information Technology Products**—Many IT products may be considered for funding only in relation to how they improve local indigent defense processes. Any project allowed under this type of purchase must clearly focus on improving indigent defendants' access to effective assistance of counsel. These projects often reduce administrative time of judges and court staff involved in the appointment or payment process.

Required Program Elements:

- a) Must meet the needs of local attorneys on the appointment list and involve the local defense bar in the planning stages;
- b) Software programming must be portable to other jurisdictions;
- c) The product must have clearly defined activity, summary, and management reports; and
- d) Must avoid use for general court processes.
- e) Any agreements entered into as part of a funded project must ensure that all data is the property of the county, is available and accessible to the county within a reasonable time, and subject to disclosure or withholding based on the county's obligation under the laws in effect at the time. The County must review all requests for data, and no data may be released to a third party without County approval.
- f) Contracts must state the format in which the data will be provided in case of termination of agreement with vendors.
- g) For any grants that involve developing new software solutions with state and/or county funds, the statement of grant award must clearly address considerations and expectations regarding the ownership of and access to the source code for any programming.
- h) Technology project funding requests must include detailed basis of cost explanations.
- i) Technology project grant payments will be based on verifiable achievement of project phase completions.
- j) Software developed should conform with appropriate industry information exchange standards.

- 4) **Public Defender Offices and Direct Client Services**—Establishing public defenders, regional public defenders, mental health defender and juvenile defender services are major priorities of the Commission. Direct client services are the most likely to receive funding.

Required Program Elements:

- a) Must focus on serving people;
- b) Must demonstrate broad-based support of the local judiciary;
- c) Must involve the local defense bar in the planning stages;
- d) Must involve clear appointment/referral and intake processes;
- e) Must include adequate access to support services including secretaries, paralegals, and investigators (lawyer to support staff ratio);
- f) Must have defined caseload/workload standards;
- g) Must have internal case management/tracking controls sufficient to monitor attorney caseload/workload;

- h) Must have ability to produce other reports that enable the office to evaluate its own performance and demonstrate its cost-effectiveness to other local defense systems; and
- i) Emphasis on staff training/supervision/evaluation to continually improve office performance.

5) Mental Health Direct Client Services:

Required Program Elements

- a) A written plan must be developed addressing how the program will interface with and not duplicate existing resources (LMHAs, TDCJ Reintegration, CSCD, etc.) available to people with mental health issues; and
- b) Must involve the local defense bar in the planning stages.



Office of the Governor, Public Safety Office

Homeland Security Grants Division

Funding Announcement: FY2020 Border Prosecution Unit (BPU)

Purpose

The Homeland Security Grants Division (HSGD) is soliciting grant applications for projects that prosecute border crimes during state fiscal year 2020. The purpose of this solicitation is to provide prosecution resources for District and County Attorneys along the Texas-Mexico border and for counties that are significantly affected by border crime.

Available Funding

State funds for these projects are authorized under the Texas General Appropriations Act, Article I, Rider 18 for Trusteed Programs within the Office of the Governor. All awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law.

Eligible Organizations

1. Counties within the Texas border region as defined by Texas Government Code §772.0071(a)(2) having a prosecuting attorney with membership in the Border Prosecution Unit as provided by Texas Government Code §772.053.
2. Counties that the PSO determines to be significantly affected by border crime.

Application Process

Applicants must access the Office of the Governor's eGrants grant management website at <https://eGrants.gov.texas.gov> to register and apply for funding. Additional requirements are included within the online application.

Note for All Applicants: Applicants must upload the required Texas Direct Deposit Authorization Form, Texas Application for Payee Identification Number Form, and the IRS W9 Form for each application prior to submission. The eGrants system will not allow an application to be submitted until these forms are attached to the application. These forms are available for download from eGrants at <https://egrants.gov.texas.gov/updates.aspx> under the Financial Management section of "Forms and Guides" or from the "Forms" link on the Profile/Grant.Vendor tab within the grant application.

Key Dates

| Action | Date |
|---|-------------------------------------|
| Funding Announcement Release | Friday, January 18, 2019 |
| Online System Opening Date | Friday, January 18, 2019 |
| Final Date to Submit and Certify an Application | Thursday, March 28, 2019 5 P.M. CST |

Project Period

Projects selected for funding must begin on or after September 1, 2019 and expire on or before August 31, 2020.

Funding Levels

Minimum: \$10,000

Maximum: None

Match Requirement: None

Standards

Grantees must comply with standards applicable to this fund source cited in the State Uniform Grant Management Standards ([UGMS](#)), [Federal Uniform Grant Guidance](#), and all statutes, requirements, and guidelines applicable to this funding.

Eligible Activities and Costs

1. Prosecuting criminals charged with border crimes as defined by Texas Government Code §772.0071(a)(1).
2. Training members of the unit and law enforcement agencies in the border region on specific issues and techniques relating to the investigation and prosecution of border crime.

Program-Specific Requirements

Applicants must be in compliance with the Texas Administrative Code (37 TAC Part 7 Chapters 221-225) and all rules established by the Texas Commission on Law Enforcement (TCOLE) regarding the training of law enforcement in Texas; or, contract or reimburse for services with training providers who meet this requirement.

Eligibility Requirements

1. Entities receiving funds from HSGD must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the Texas Code of Criminal Procedure, Chapter 60. This disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.
2. Eligible applicants operating a law enforcement agency must be current on reporting Part I violent crime data to the Texas Department of Public Safety (DPS) for inclusion in the annual Uniform Crime Report (UCR). To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year.

Note: *The Texas Department of Public Safety (DPS) has established a goal set by the Texas Legislature for all local law enforcement agencies to implement and report crime statistics data by using the requirements of the National Incident-Based Reporting System (NIBRS) no later than September 1, 2019. Additionally, the Federal Bureau of Investigations (FBI) will collect required crime statistics solely through the NIBRS starting January 1, 2021. Due to these upcoming state and federal deadlines, grantees are advised that eligibility for future grant funding may be tied to compliance with NIBRS. Financial grant assistance for transitioning to NIBRS may be available for your jurisdiction from the Criminal Justice Division (CJD).*

3. Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security (“DHS”) to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency’s custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to

have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the [CEO/Law Enforcement Certifications and Assurances Form](#) certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to OOG and is active until August 31, 2021 or the end of the grant period, whichever is later.

4. Eligible applicants must have a DUNS (Data Universal Numbering System) number assigned to its agency (to request a DUNS number, go to <http://fedgov.dnb.com/webform/displayHomePage.do>).
5. Eligible applicants must be registered in the federal System for Award Management (SAM) database located at <https://sam.gov/>.

Failure to comply with program eligibility requirements may cause funds to be withheld and/or suspension or termination of grant funds.

Prohibitions

Grant funds may **not** be used to support the unallowable costs listed in the [Guide to Grants](#) or any of the following unallowable costs:

1. inherently religious activities such as prayer, worship, religious instruction, or proselytization;
2. lobbying;
3. any portion of the salary of, or any other compensation for, an elected or appointed government official;
4. vehicles or equipment for government agencies that are for general agency use;
5. weapons, ammunition, tasers, or explosives;
6. admission fees or tickets to any amusement park, recreational activity or sporting event;
7. promotional gifts;
8. food, meals, beverages, or other refreshments, except for eligible per diem associated with grant-related travel or where pre-approved for working events;
9. membership dues for individuals;
10. any expense or service that is readily available at no cost to the grant project;
11. any use of grant funds to replace (supplant) funds that have been budgeted for the same purpose through non-grant sources;
12. fundraising;
13. construction;
14. medical services;
15. legal services for adult offenders; and
16. any other prohibition imposed by federal, state, or local law.

Selection Process

Application Screening: HSGD will screen all applications to ensure that they meet the requirements included in the funding announcement. Applications will be reviewed by HSGD staff or a review group selected by the Executive Director. HSGD will make all final funding decisions as described below.

Merit Review: Requests for funding in a grant application will be compared to funding requests previously reviewed and approved by the BPU Executive Committee and the full BPU Board.

Preferences: Preference will be given to specialized prosecutors to reduce backlogs by supporting and enhancing prosecutorial services that focus on rapidly addressing specific violations of the law.

Final Decisions – All Projects: The Executive Director will consider BPU Board recommendations along with other factors and make all final funding decisions. Other factors may include cost effectiveness, overall funds availability, HSGD or state government priorities and strategies, legislative directives, need, geographic distribution, balance of focuses and approaches, or other relevant factors.

HSGD may not fund all applications or may only award part of the amount requested. In the event that funding requests exceed available funds, HSGD may revise projects to address a more limited focus.

Contact Information

For more information, contact the eGrants help desk at eGrants@gov.texas.gov or (512) 463-1919.



TxCDBG Request for Payment

A203

Grant Recipient: McLennan County

Contract No: 7219270

Request #: Draw 1

| Activity Number | Current Budget | This Request | Total Drawn | Balance | % Remaining |
|------------------------------|----------------------|----------------------|----------------------|---------------------|-------------|
| Match O3J-Engineering | \$ 15,000.00 | \$ (3,700.00) | \$ (3,700.00) | \$11,300.00 | 75.33% |
| Engineering O3J-Water/Sewer | \$ 30,135.00 | \$ (3,700.00) | \$ (3,700.00) | \$26,435.00 | 87.72% |
| Construction O3J-Water/Sewer | \$ 237,865.00 | \$ - | \$ - | \$237,865.00 | 100.00% |
| Admin 21A-Gen Program Admin | \$ 32,000.00 | \$ (5,000.00) | \$ (5,000.00) | \$27,000.00 | 84.38% |
| Totals: | \$ 300,000.00 | \$ (8,700.00) | \$ (8,700.00) | \$291,300.00 | |

| Progress Report | Actual Date | Exhibit C Date | Revised Date | Month Diff. |
|--|-------------|----------------|--------------|-------------|
| Contract Start Date: | | 1/1/2020 | | |
| All Professional Services Contracts Awarded: | 2/22/2019 | 3/1/2020 | | -12.4 |
| 4-month Conference Call: | 11/12/2019 | 5/1/2020 | | -5.7 |
| Plans and Specs Completed/Approved by Locality: | | 7/1/2020 | | |
| Environmental Review Submitted: | | 7/1/2020 | | |
| All pre-construction Special Conditions cleared: | | 9/1/2020 | | |
| Construction Start: | | 10/1/2020 | | |
| 50% of TxCDBG funds obligated: | | 10/1/2020 | | |
| Construction 50% Complete: | | 3/1/2021 | | |
| Construction 75% Complete: | | 6/1/2021 | | |
| Construction 90% Complete: | | 8/1/2021 | | |
| Construction & Final Inspection Completed: | | 9/1/2021 | | |
| End Date: | | 12/30/2021 | | |
| Project Completion Report Submitted: | | 2/28/2022 | | |

| Remarks / Comments: | | | | |
|---------------------|----------|---------|-------------|-------------------------------------|
| Date | Vendor | Invoice | GRANT FUNDS | LOCAL MATCH |
| 3/16/20 | Langford | 3945 | \$5,000.00 | |
| 4/2/20 | TRC | 68426 | \$3,700.00 | \$3,700.00 |
| Period Covered: | 1/1/2020 | to | 3/27/2020 | If outside contract period, select: |

ALL EXPENDITURES RELATED TO THIS CONTRACT MUST BE CONSISTENT WITH THE UNIFORM GRANT AND CONTRACT MANAGEMENT ACT, CHAPTER 783 OF THE TEXAS GOVERNMENT CODE AND 2 CFR PART 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS, FINAL GUIDANCE.

CERTIFICATION: By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

| | | | |
|----------------------------------|----------------|----------------------------------|---------|
| Scott M. Felton | County Judge | | |
| Name of 1st Authorized Signatory | Title | Signature of Authorized Official | Date |
| Frances Bartlett | County Auditor | | 4-21-20 |
| Name of 2nd Authorized Signatory | Title | Signature of Authorized Official | Date |

Langford Community Management
 Services
 2901 County Road 175
 Leander, Texas 78641

Invoice

| | |
|-----------|-------------|
| DATE | INVOICE NO. |
| 3/16/2020 | 3945 |

| |
|--|
| BILL TO |
| McLennan County Judge's Office ATT: Regan Copeland 501 Washington Ave., Room 214 Waco, TX 76701 |

| |
|---------|
| PROJECT |
| |

| ITEM | DESCRIPTION | AMOUNT |
|---|---|-------------------|
| Recordkeeping | Elm Mott Water Meters | 3,000.00 |
| Civil Rights Activiti... | Establishment of Recordkeeping System | 2,000.00 |
| | Completion of all Civil Rights Activities | |
| | Service Period: 1/1/2020 - 2/27/2020 | |
| | GRANT FUNDS - \$5,000.00 | |
| | (See attached spreadsheet for additional information) | |
| #7219270 - 2019 CD Water Project - grant funds | | Total |
| | | \$5,000.00 |

ADMINISTRATIVE MILESTONES
McLennan Co. Elm Mott Water Meters



Contract # 7219270

Dates of Service: from- 1/1/2020 through- 2/27/2020

| A Grant or Local Match | B WORK DESCRIPTION | C CONTRACT FEE | D COMPLETED WORK | | | F CURRENTLY DUE | G TOTAL COMPLETED | PERCENT COMPLETED | H BALANCE TO COMPLETION |
|---------------------------------|--|----------------------|---------------------|-------------|----------------------|-----------------------|-------------------------|----------------------|-------------------------------|
| | | | PERCENT COMPLETE | EARNED | PREVIOUSLY BILLED | | | | |
| Grant Funds | Establishment of Recordkeeping System | \$ 3,000.00 | 100% | \$ 3,000.00 | | \$ 3,000.00 | \$ 3,000.00 | 100% | \$ - |
| Grant Funds | Completion of EEO/Fair Housing Requirments/Reporting | \$ 2,000.00 | 100% | \$ 2,000.00 | | \$ 2,000.00 | \$ 2,000.00 | 100% | \$ - |
| Grant Funds | Compliance with Environmental/Special Conditions Clearance | \$ 7,500.00 | | \$ - | | \$ - | \$ - | 0% | \$ 7,500.00 |
| Grant Funds | Completion of Acquisition Activities | \$ 1,000.00 | | \$ - | | \$ - | \$ - | 0% | \$ 1,000.00 |
| Grant Funds | Contract/Financial Project Management | \$ 5,500.00 | | \$ - | | \$ - | \$ - | 0% | \$ 5,500.00 |
| Grant Funds | Procurement of Construction/Construction FIRs submitted | \$ 5,000.00 | | \$ - | | \$ - | \$ - | 0% | \$ 5,000.00 |
| Grant Funds | Labor Standards Compliance/50% Completion of Construction | \$ 3,500.00 | | \$ - | | \$ - | \$ - | 0% | \$ 3,500.00 |
| Grant Funds | Labor Standards Compliance/Completion of Construction | \$ 1,300.00 | | \$ - | | \$ - | \$ - | 0% | \$ 1,300.00 |
| Grant Funds | Filing of all Required Close-out Documentation | \$ 3,200.00 | | \$ - | | \$ - | \$ - | 0% | \$ 3,200.00 |
| | TOTALS | \$ 32,000.00 | | \$ 5,000.00 | \$ - | \$ 5,000.00 | \$ 5,000.00 | 16% | \$ 27,000.00 |



INVOICE

PAYMENT INSTRUCTIONS: Please pay by ACH or WIRE. Provide Invoice Numbers/Amounts to ARremitdetail@trccompanies.com

Electronic Funds Payment Details:

Bank Name: Citizens Bank:
US ACH: 211170114
US WIRE: 011500120

Swift Code: CTZIUS33
Account Name: TRC
Account Number: 2232037090

Check Payment Mailing Address: TRC LOCKBOX • PO BOX 536292 • PITTSBURGH, PA 15253-5904

McLennan County TX
PO Box 1728
Waco, TX 76703

April 2, 2020
Project No: 381132.0000.0000
Invoice No: **68426**
Project Manager: Justin Thomas

Contract # 7219270

Project 381132.0000.0000 McLennan Co - 2019 CDBG Elm Mott Water Meter Replacement
Professional Services January 1, 2020 through March 27, 2020 Fee

| Billing Phase | Fee | Percent Complete | Earned | Previous Fee Billing | Current Fee Billing |
|--|------------------|------------------|---------------------------|----------------------|---------------------|
| Completion of Prelim Eng Plans & Specs | 7,400.00 | 100.00 | 7,400.00 | 0.00 | 7,400.00 |
| Completion of Plans, Specs, Bid Advr | 11,100.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Start of Construction | 12,950.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Completion of all Interim & Final Inspec | 1,850.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Completion of Final Closeout Assessment | 1,850.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TxCDBG Closeout Requirements | 1,850.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Special Services | 8,000.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Total Fee | 45,000.00 | | 7,400.00 | 0.00 | 7,400.00 |
| | | Total Fee | | | 7,400.00 |
| | | | Total this Invoice | | 7,400.00 |



Office of the Governor, Public Safety Office Criminal Justice Division Funding Announcement: **Coronavirus Emergency Supplemental Funding (CESF) Program, FY2020**

Purpose

The purpose of this announcement is to solicit applications for projects that seek to prevent, prepare for, and respond to the coronavirus.

Available Funding

Federal Funds are authorized under Division B of H.R. 748, Pub. L. No. 116136 (Emergency Appropriations for Coronavirus Health Response and Agency Operations); 28 U.S.C. 530C. CESF funds are made available through a Congressional appropriation to the U.S. Department of Justice, Bureau of Justice Assistance. All awards are subject to the availability of appropriated federal funds and any modifications or additional requirements that may be imposed by law.

Texas expects to make approximately \$37.8 million available to local units of government through regionally based allocations using the Regional Councils of Governments boundaries. Please see the Regionally Based Allocations Appendix at the end of this announcement for more information.

Eligible Organizations

Applications may be submitted by Native American tribes and units of local government, which are defined as a non-statewide governmental body with the authority to establish a budget and impose taxes.

Note: Units of local government eligible for a direct award from the U.S. Department of Justice, Bureau of Justice Assistance (BJA) should first seek funds directly through BJA. The list of local allocations for direct BJA awards to Texas jurisdictions can be found [here](#), and the federal solicitation is available [here](#). Applications are due to BJA by May 29, 2020.

Application Process

Applicants must access the PSO's eGrants grant management website at <https://eGrants.gov.texas.gov> to register and apply for funding. For more instructions and information, see *Developing a Good Project Narrative Guide*, available [here](#).

Key Dates

| Action | Date |
|---|--------------------------|
| Funding Announcement Release | 04/15/2020 |
| Online System Opening Date | 04/15/2020 |
| Final Date to Submit and Certify an Application | 06/15/2020 at 5:00pm CST |
| Earliest Project Start Date | 02/01/2020 |

***Applications will be reviewed and processed as they are received. PSO intends to issue awards in an expeditious manner and encourages applicants to submit prior to the deadline in order to receive notification of an award as soon as reasonable. ***

Project Period

Projects must begin on or after 02/01/2020 and may not exceed a 12-month project period.

Funding Levels

Minimum: \$10,000

Maximum: None

Match Requirement: None

Standards

Grantees must comply with standards applicable to this fund source cited in the State Uniform Grant Management Standards ([UGMS](#)), [Federal Uniform Grant Guidance](#), and all statutes, requirements, and guidelines applicable to this funding.

Eligible Activities and Costs

Funds must be utilized to prevent, prepare for, and respond to the coronavirus. Allowable projects and purchases include, but are not limited to, overtime, equipment (including law enforcement and medical personal protective equipment), hiring, supplies (such as gloves, masks, sanitizer), training, travel expenses (particularly related to the distribution of resources to the most impacted areas), and addressing the medical needs of inmates in state, local, and tribal prisons, jails, and detention centers.

Examples of allowable costs include:

- Personnel Overtime (Peace Officer, Jailer, Correctional Officer, Medical, and other Essential Staff)
- Personnel Protective Equipment (PPE)
- Supplies (i.e. gloves, masks, sanitizer, disinfectant)
- Temporary Staff
- Medical care for inmates that have tested positive for COVID-19
- Any other costs associated with the implementation of the Centers for Disease Control and Prevention (CDC) [COVID-19 Guidance documents](#), specifically:

- [Interim Guidance on Management of Coronavirus Disease 2019 \(COVID-19\) in Correctional and Detention Facilities](#)
- [What Law Enforcement Personnel Need to Know about Coronavirus Disease 2019 \(COVID-19\)](#)
- [Interim Guidance for Emergency Medical Services \(EMS\) Systems and 911 Public Safety Answering Points \(PSAPs\) for COVID-19 in the United States](#)
- [Interim Guidance for Businesses and Employers to Plan and Respond to Coronavirus Disease 2019 \(COVID-19\)](#)

Eligibility Requirements

1. Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the Texas Code of Criminal Procedure, Chapter 66. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Beginning January 1, 2020, counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90 percent of convictions within seven business days to the Criminal Justice Information System at the Department of Public Safety. By January 1, 2021, such reporting must take place within five business days.

2. Eligible applicants operating a law enforcement agency must be current on reporting Part I violent crime data to the Texas Department of Public Safety (DPS) for inclusion in the annual Uniform Crime Report (UCR). To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year.
3. The Texas Department of Public Safety (DPS) has established a goal set by the Texas Legislature for all local law enforcement agencies to implement and report crime statistics data by using the requirements of the National Incident-Based Reporting System (NIBRS) no later than September 1, 2019. Additionally, the Federal Bureau of Investigations (FBI) will collect required crime statistics solely through the NIBRS starting January 1, 2021. Due to these upcoming state and federal deadlines, grantees are advised that eligibility for future grant funding may be tied to compliance with NIBRS. Financial grant assistance for transitioning to NIBRS may be available for your jurisdiction from the Criminal Justice Division (CJD).
4. Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security (“DHS”) to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency’s custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible applicants must comply with all

provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the [CEO/Law Enforcement Certifications and Assurances Form](#) certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to OOG and is active until August 31, 2021 or the end of the grant period, whichever is later.

5. Eligible applicants must have a DUNS (Data Universal Numbering System) number assigned to its agency (to request a DUNS number, go to <https://fedgov.dnb.com/webform>).
6. Eligible applicants must be registered in the federal System for Award Management (SAM) database located at <https://sam.gov/>.

Failure to comply with program eligibility requirements may cause funds to be withheld and/or suspension or termination of grant funds.

Prohibitions

Grant funds may not be used to support the unallowable costs listed in the [Guide to Grants](#) or any of the following unallowable costs:

1. Law enforcement equipment that is standard department issue; and
2. Any other prohibition imposed by federal, state or local law or regulation.

Selection Process

Application Screening: PSO will screen all applications to ensure that they meet the requirements included in the funding announcement, to understand the overall demand for the program and to identify significant variations in costs per item. After this review, the Office of the Governor will determine if eligible applications can be funded based on funds available, if there are cost-effectiveness benefits to normalizing or setting limits on the range of costs, and if other fair-share cuts may allow for broader distribution and a higher number of projects while still remaining effective.

Final Decisions: The PSO executive director will consider staff recommendations along with other factors and make all final funding decisions. Other factors may include cost effectiveness, overall funds availability, state government priorities and strategies, legislative directives, need, geographic distribution, balance of focuses and approaches, or other relevant factors.

PSO may not fund all applications or may only award part of the amount requested. In the event that funding requests exceed available funds, PSO may revise projects to address a more limited focus.

Contact Information

For more information, contact the eGrants help desk at eGrants@gov.texas.gov or (512) 463-1919.

Regionally Based Allocations Appendix

Texas is divided into 24 regions, each served by a voluntary organization of local governmental entities that coordinate programs and services to address needs that cross jurisdictional boundaries. PSO will use the allocations below as a guide when making funding decisions for applications within each region. Funds remaining within a regionally based allocation after all eligible applications have been selected for award from that region may be reallocated to other regions.

Please visit <https://txregionalcouncil.org/regional-councils/> to determine which Council of Governments region your jurisdiction belongs to.

| Region ID | Council of Governments Region | Allocation |
|--------------|---|---------------------|
| 100 | Panhandle Regional Planning Commission | \$667,179 |
| 200 | South Plains Association of Governments | \$808,781 |
| 300 | Nortex Regional Planning Commission | \$303,721 |
| 400 | North Central Texas Council of Governments | \$9,621,787 |
| 500 | Ark-Tex Council of Governments | \$425,973 |
| 600 | East Texas Council of Governments | \$1,208,554 |
| 700 | West Central Texas Council of Governments | \$568,229 |
| 800 | Rio Grande Council of Governments | \$1,081,360 |
| 900 | Permian Basin Regional Planning Commission | \$560,201 |
| 1000 | Concho Valley Council of Governments | \$208,130 |
| 1100 | Heart of Texas Council of Governments | \$547,493 |
| 1200 | Capital Area Council of Governments | \$2,787,712 |
| 1300 | Brazos Valley Council of Governments | \$546,364 |
| 1400 | Deep East Texas Council of Governments | \$520,349 |
| 1500 | South East Texas Regional Planning Commission | \$683,216 |
| 1600 | Houston-Galveston Area Council | \$10,128,457 |
| 1700 | Golden Crescent Regional Planning Commission | \$346,150 |
| 1800 | Alamo Area Council of Governments | \$3,053,904 |
| 1900 | South Texas Development Council | \$497,798 |
| 2000 | Coastal Bend Council of Governments | \$721,989 |
| 2100 | Lower Rio Grande Valley Development Council | \$1,351,751 |
| 2200 | Texoma Council of Governments | \$274,438 |
| 2300 | Central Texas Council of Governments | \$555,328 |
| 2400 | Middle Rio Grande Development Council | \$309,421 |
| Total | | \$37,778,284 |

STATE OF TEXAS

COUNTY OF MCLENNAN

ORDER AUTHORIZING MEMORIAL DAY FIREWORKS SALES

WHEREAS, the Commissioners Court of McLennan County is authorized under Occupations Code Section 2154.202(h), to issue an order allowing retail fireworks permit holders to sell fireworks to the public in celebration of Memorial Day; and

WHEREAS, on the ____ day of _____, 2020, the Commissioners Court of McLennan County has determined that conditions are favorable to issue such an Order;

NOW, THEREFORE, the Commissioners Court of McLennan County adopts this Order authorizing the sale of fireworks to the public by retail fireworks permit holders during the Memorial Day period beginning May 20, 2020 and ending at midnight May 25, 2019, subject to the following restrictions:

- a. This order expires on the date the Texas Fire Service determines drought conditions exist in the county or midnight, May 25, 2020, whichever is earlier

Approved this the ____ day of _____, 2020, by the McLennan County Commissioners

County Judge Scott M. Felton



TAC Legal

The mission of the Texas Association of Counties is to unite counties to achieve better solutions.

April 6, 2020

A county's statutory authority to permit fireworks has not been suspended by the Governor at this time. However, the Governor's [most recent order](#) and many current local orders do not include fireworks sales as an essential service. We encourage you to discuss these and any other legal questions with your county attorney.

Memorial Day Fireworks Period

(May 22 - Midnight, May 27)

Deadline to adopt order: May 14, 2020

Occupations Code, §2154.202(h), permits the commissioners court to adopt an order authorizing the sale of fireworks for Memorial Day.

If the court decides to permit sale of fireworks during the Memorial Day period, the order must be adopted before May 15. If the court does not wish to permit the sale of fireworks during this period, no action is required.

Please note the distinction between this law (Occupations Code, §2154.202(h)), which **allows** the commissioners court at its **discretion** to **permit** fireworks sales for the holiday period and the other law (Local Government Code, §352.051) which **requires** the court to take action to **restrict or prohibit** sales during certain times of the year if drought conditions are present.

To assist the court in determining whether conditions are suitable for authorizing the sale of fireworks, the Texas A&M Forest Service is required to make its services available each day during the Memorial Day period to respond to the request of a county as to whether or not drought conditions exist. To obtain a determination from the Texas A&M Forest Service, call (979) 458-7331.

If the court decides to adopt such an order for Memorial Day, it may restrict or prohibit the sale of "restricted fireworks," which are defined as "skyrockets with sticks" and as "missiles with fins". A violation of the order is a Class C misdemeanor. Also, a citizen may file suit for an injunction to prevent a violation or threatened violation of the order.

Under Local Government Code §352.051(f), the county may also designate one or more "safe" areas where the use of restricted fireworks is not prohibited. In determining if an area may be considered "safe" the court should take into account whether adequate public safety and fire protection services are provided to the area.

A sample order authorizing sale of fireworks during this period, a copy of Local Government Code §352.051, and the portions of the Occupations Code that define and explain permitted and prohibited fireworks are available online at county.org/fireworks. If your court decides to designate "safe" areas, the sample order will need to be modified to include appropriate language. If you have any questions, please contact the TAC Legal Department at (888) 275-8224.

You have received this email message due to your membership, participation or interest in Texas Association of Counties.

To ensure delivery of TAC *Legal*, Please add our [email address](#) to your address book or safe senders list.
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Heather Travers
Director
Health Services



McLennan County
Indigent Health Care
Program

April 27, 2020

Re: Request from Lakeshore Funeral Home for a temporary Pauper Policy to expedite COVID-19 diseased decedents.

To the Honorable Commissioners Court

Due to concerns with holding COVID-19 diseased remains within the funeral home it has been requested that a temporary policy be enacted to expedite the pauper process. This process would only impact cremation dispositions presumed to be unable or unwilling to control the disposition.

Current policy is as follows: McLennan County Pauper Cremation Policy with special attention to page two, conclusion of Section 1.05

If an eligible person fails to make final arrangements for the disposition of the decedent's body before the earlier of 6 days, after being notified or 10 days after the decedents death, the person(s) is presumed to be unable or unwilling to control the disposition.

This policy follows current statute in Health and Safety Code Sec. 711.002 (a-1) which prevents expedition of cremation.

Current Remedies:

24 hour on-call during weekends beginning 6:00 pm Thursday and ending 7:00 am Monday. This serves to expedite and accelerate the referral process by potentially 3 days with notification of next of kin and allows our office to begin identifying and contacting person(s) with the right of control.

Epidemiology Report:

Per Senior Epidemiology, Vaidehi Shah with Waco-McLennan County Public Health;

“current knowledge suggests that spread from a living person happens with close contact (i.e., within about 6 feet) via respiratory droplets produced when an infected person coughs, sneezes,

or talks, similar to how influenza and other respiratory pathogens spread. Recent studies indicate that people who are infected but do not have symptoms likely also play a role in the spread of COVID-19. Although, this route of transmission is not a concern when handling human remains or performing postmortem procedures.”

Proposal

It is recommended that the current on call efforts remain intact to expedite the process along with a temporary policy for COVID-19 diseased remains to be buried following unsuccessful attempts to notify person(s) entitled to control the disposition at the conclusion of 72 hours.

This policy would shorten the amount of time the funeral home will be required to retain COVID-19 diseased remains and stay in compliance with Health and Safety Code Sec. 711.002 (a-1) as it pertains to the uncontrolled disposition of decedents.

Respectfully,

A handwritten signature in black ink that reads "Heather Travers". The signature is written in a cursive style with a large, sweeping initial "H".

Heather M. Travers

LISA FETSCH
DIRECTOR
INFORMATION TECHNOLOGY
MCLENNAN COUNTY



INFORMATION TECHNOLOGY DEPARTMENT
500 COLUMBUS
AVENUE WACO, TEXAS 76701-1388
(254)757-5164

April 29, 2020

Re: Toll Free Number for District Clerk Jury Text Service

To the Honorable Commissioners Court:

MessageMedia, is a text messaging service that Commissioners Court approved last year, for use by the District Clerk's office. Recently they contacted us regarding coming changes that could impact their service. Major cell phone carriers, like Verizon, have begun blocking business messaging via 'long code' (the standard 10-digit phone numbers). Only 'short code' or toll-free numbers will be acceptable.

In light of this change, we have investigated these options:

- the 'short code' expense was approximately \$500/month
- the toll-free number was available under DIR pricing at \$0.026/minute

We have opted for the toll-free option as it is more cost-effective and should actually not incur any additional charges to the County. This number is intended to only be used as a routing reference for MessageMedia and will assume the SMS (short message service) functions, for this service that is already paid for. It is not the District Clerk's intent to publish this number for voice calls, which would be the only potential charge.

MessageMedia requires receipt of an authorization form that identifies ownership of the toll-free number before they can proceed with it's use. Jon Gimble is identified as the account holder and would need to authorize this change request.

I am seeking approval from Commissioners Court to proceed with utilizing the toll-free number and submitting this authorization to MessageMedia.

Respectfully,

A handwritten signature in black ink, appearing to read "Lisa Fetsch", is written over a light blue rectangular background.

Lisa Fetsch

Hosted SMS Letter of Authorization (LOA)

1. Customer Name ("You" or "Your") should appear exactly as it does on your telephone bill:

| First Name | Last Name |
|--|-----------|
| Jon | Gimble |
| Business Name (if the service is in your company's name) | |
| McLennan County District Clerk | |

2. Service Address on file with your current carrier (Please note, this must be a physical location and can not be a PO Box):

| Address | | |
|-------------------------------------|----------------|-----------------|
| 501 Washington Ave, Suite 300 Annex | | |
| City | State/Province | Zip/Postal Code |
| Waco | Tx | 76701 |

3. List all the Telephone Number(s) which you authorize MessageMedia USA Inc. to SMS-enable.

| Phone Number* | Service Provider |
|--------------------------|------------------|
| () *** to be determined | AT&T |
| () | |
| () | |
| () | |

***If you have more than 4 numbers, please list on an extra page**

By signing below, You verify that You are, the above-named service customer, authorized to change the primary carrier(s) for the telephone number(s) listed, and at least 18 years of age. The name and address You have provided is the name and address on record with Your local telephone company for each telephone number listed. You authorize MessageMedia or its designated agent to act on Your behalf and SMS-enable Your landline or toll free phone number(s) listed in this LOA, and to obtain any information MessageMedia USA Inc. deems necessary to make the carrier change(s), including, for example, an inventory of telephone lines billed to the telephone number(s), carrier or customer identifying information, billing addresses, and Your credit history. You represent and warrant that You have full authority and approval to use the telephone number(s) in conjunction with the services provided by MessageMedia USA Inc. and that Your use of such telephone number(s) is not in violation of any third party licenses, terms, conditions, laws, rules and/or regulations respecting the use of such telephone number(s), including any company or workplace policies regarding the use of such telephone number(s)

Authorized Signature:

Printed Name:

Date:

From: TACRCS < TACRCS@county.org >
Date: April 27, 2020 at 12:09:15 PM CDT
To: " smfelton@co.mclennan.tx.us " < smfelton@co.mclennan.tx.us >
Subject: McLennan County - Funding Info for 2020 TAC RMP Employee Safety Equipment Program-Road & Bridge/Building Maintenance

The TAC Risk Management Pool (TAC RMP) Board continues to support its members as they make counties a safer place to work with the **2020 TAC RMP Employee Safety Equipment Program**.

The TAC RMP Employee Safety Equipment Program provides funds to qualified members of the TAC RMP Workers' Compensation (WC) Program to select preapproved safety equipment available in an online store for Road & Bridge and Building Maintenance (R&B).

The comprehensive selection available includes personal protective equipment to safety-related tools and equipment.

The store will be open **May 1 - July 31, 2020**, and will be hosted by Bullchase, a member of Grainger's Distributor Alliance program which was developed to help support small and local historically underutilized business (HUB) initiatives. Bullchase provides the same contract pricing through Grainger's BuyBoard contracts.

Each member has a predetermined spending limit in the store based on their county's employee count in each of the following WC Class Codes:

5506 Road Employees-Paving, Repaving
9014 Building Maintenance and Janitors

The chart below details your county's contact for each store, their login email and password, and the spending amount available. Log in to the store from www.Bullchase.com

| Road & Bridge and Building Maintenance Contact | Spending Amount |
|--|-----------------|
| Pool Coordinator: Hon. Scott M. Felton | \$10,240.30 |

We've attached a FAQ to answer common questions you may have about the program and a press release for your convenience. We will also present a webinar at **9 a.m. on May 7th** to walk you through the TAC RMP Safety Equipment Store and answer your questions.

Physical addresses are required for delivery via UPS. Please verify the address below is correct and where you will receive delivery of your selected items. If this address is incorrect, please reply to this email with the correct address.

| Pool Coordinator's Physical Receiving Address |
|--|
| 501 Washington Avenue Waco, TX 76703-1728 |

We are excited about this program and hope you are too. We appreciate and thank you for your continued participation in the TAC Risk Management Pool and your commitment to safety.

If you have any questions, please contact Risk Control Services at tacracs@county.org or (800) 456-5974.

Sincerely,



TEXAS ASSOCIATION *of* COUNTIES RISK MANAGEMENT POOL

2020 TAC RMP Employee Safety Equipment Program Frequently Asked Questions

WHAT IS THE 2020 TAC RMP EMPLOYEE SAFETY EQUIPMENT PROGRAM?

Approved by the TAC RMP Board, the program allows qualified TAC RMP Workers' Compensation (WC) Program participants to select and purchase personal safety equipment through a customized online storefront.

WHY IS TAC RMP OFFERING THIS PROGRAM?

TAC RMP is dedicated to eliminating accidents in the workplace, protecting employees and reducing claims for its members.

WILL YOU OFFER A WEBINAR TO TEACH ME HOW TO ACCESS THE STORES?

Yes! We will present a one-hour webinar at 9 a.m. on Thursday, May 7. Registration for the webinar is [here](#).

WHERE DO I LOG IN TO THE TAC RMP SAFETY EQUIPMENT STORE?

To login to the Road & Bridge TAC RMP Safety Equipment Stores start here: www.Bullchase.com.

WHO HAS THE LOGIN INFORMATION FOR MY COUNTY?

We sent your Pool coordinator the login information via email. The county judge and commissioners were copied on the communication.

WHO IS ALLOWED TO MAKE THE PURCHASES?

The Pool Coordinator assigned to your county may make selections through the R&B Store.

CAN WE DESIGNATE SOMEONE ELSE TO MAKE PURCHASES?

Yes, the Pool Coordinator may allow another person from your county to make purchases by sharing login information. There is only one login per county. Please contact Bullchase directly at (888) 558-2855 or jennifer@bullchase.com for login assistance.

WHEN WILL I GET TO SHOP?

The TAC RMP R&B Store will be open for shopping from May 1-July 31, 2020.

WE ONLY PURCHASE EQUIPMENT THROUGH A BUYBOARD VENDOR. CAN WE USE THE STORE?

Yes. Bullchase/Grainger is a BuyBoard cooperative purchasing vendor.

WHAT IS MY SPENDING LIMIT?

Your Pool Coordinator received an email with the allotted spending limit for each store.

HOW WAS MY SPENDING LIMIT DETERMINED?

Amounts were determined based on (1) the total amount of funds approved by the TAC RMP Board for this program, and (2) the number of employees in certain WC Class Codes.

WHAT WC CLASS CODES WERE USED?

Class Codes were selected based on the top loss producing class codes for the Pool over the past four years with a higher than average cost per claim:

- 5506 Road Employees-Paving, Repaving
- 9014 Building Maintenance and Janitors

WHAT IF I GO OVER MY SPENDING LIMIT?

The store will not allow you to exceed your spending limit. However, if you would like to purchase additional items or add to the TAC RMP funds with a county payment, please contact Bullchase directly at (888) 558-2855 or jennifer@bullchase.com.

WHAT IF I AM UNDER MY SPENDING LIMIT?

All funds must be used in 2020. The store includes low-cost items, so please keep shopping until you have hit your limit.

CAN OUR COUNTY SUPPLEMENT ITS SPENDING LIMIT WITH OUR OWN FUNDS?

Yes. Please contact Bullchase directly at (888) 558-2855 or jennifer@bullchase.com.

MY COUNTY DOESN'T WANT TO PARTICIPATE. HOW DO I OPT OUT?

Please email us at tacracs@county.org so we can assist you with opting out.

IF ANOTHER COUNTY CHOOSES NOT TO PARTICIPATE, CAN I HAVE THEIR FUNDS?

No, the TAC RMP Employee Safety Equipment Program amounts are specific to each member based on the number of employees in certain WC Class Codes.

IF WE CHOOSE NOT TO PARTICIPATE, CAN WE GET CASH?

No, the TAC RMP Employee Safety Equipment Program was created specifically to address employee safety through the purchase of safety equipment through these online stores.

CAN I PURCHASE DIRECTLY FROM GRAINGER AND USE MY PROGRAM FUNDS?

Items must be purchased through the TAC RMP store to utilize the program funds. If you purchase directly from Grainger, you will be responsible for the payment and the program will not be able to reimburse you for the purchase.

WHAT ITEMS ARE AVAILABLE?

Please check out the store! TAC Risk Management Services staff and Bullchase worked together to develop a wide variety of employee safety equipment selections ranging from gloves to eye-wash stations.

WHAT IF A STORE DOESN'T HAVE WHAT I NEED?

The store is stocked with a wide variety of employee safety equipment items recommend by TAC Risk Control Services and Bullchase. If you don't find an item you are looking for, please contact Bullchase directly at (888) 558-2855 or jennifer@bullchase.com.

Note: Due to the ongoing COVID-19 pandemic, certain items may be unavailable for purchase through the store despite being listed on inventory.

WHAT IF I DON'T LIKE THE ITEMS I RECEIVE?

You may exchange any damaged, defective or incorrect items directly to Bullchase for the right product.

CAN I RETURN MY ITEMS FOR CASH?

No, items can only be exchanged for credit for additional purchases.

IS COUNTY-SPECIFIC LOGO BRANDING OFFERED?

Due to the large scope of this program, we are unable to offer county-specific branding.

WHAT IF WE MISS THE DEADLINE FOR ORDERING?

You have until July 31, 2020, to complete your shopping. After that date, the stores will be closed. We will send you a reminder via email in mid-July.

WHERE WILL MY ITEMS SHIP TO?

Selected items will be mailed to the physical address listed during the checkout process and were provided to Bullchase from our membership database. If the address is incorrect, please contact Bullchase directly at (888) 558-2855 or jennifer@bullchase.com.

CAN WE HAVE MORE THAN ONE "SHIP TO" ADDRESS?

Yes, before placing your order please contact Bullchase directly at (888) 558-2855 or jennifer@bullchase.com to add additional shipping locations.

WILL WE HAVE TO PAY FOR SHIPPING OUT OF OUR FUNDS?

No, there are no tax or shipping costs charged to the county. There are no return shipping costs for returns due to damaged, defective or incorrectly delivered items.

WHAT IF WE DO NOT HAVE INTERNET ACCESS?

Internet access is required to access the stores and place your orders. Please contact Risk Control Services at (800) 478-8753 or email us at tacracs@county.org if you have more questions or need assistance.

HAVE ADDITIONAL QUESTIONS?

Please contact Risk Control Services at (800) 478-8753 or email us at tacracs@county.org if you have more questions or need assistance. You may also contact Bullchase directly at (888) 558-2855 or jennifer@bullchase.com.

POPULOUS[®]

INVOICE

Dustin Chapman
McLennan County, Texas
501 Washington Avenue
Attn: County Judge's Office Room 214
Waco, TX 76701

April 30, 2020
Project No: 18.4624.01
Invoice No: 0069583

McLennan Co Venue Ph 2

Professional Services from March 1, 2020 to April 30, 2020

Fee

| Billing Phase | Fee | Percent Complete | Earned | Previous Fee Billing | Current Fee Billing |
|---------------------------------------|--------------|------------------|--------------|---------------------------|---------------------|
| Design Development Documents | 317,000.00 | 100.00 | 317,000.00 | 317,000.00 | 0.00 |
| Construction Documents (Site Package) | 640,000.00 | 100.00 | 640,000.00 | 640,000.00 | 0.00 |
| Bidding (Site Package) | 78,000.00 | 100.00 | 78,000.00 | 78,000.00 | 0.00 |
| Construction Administration | 715,000.00 | 60.00 | 429,000.00 | 357,500.00 | 71,500.00 |
| Total Fee | 1,750,000.00 | | 1,464,000.00 | 1,392,500.00 | 71,500.00 |
| | | Total Fee | | | 71,500.00 |
| | | | | Total this Invoice | \$71,500.00 |

Authorized By: _____



John Fickel

Date: _____

4.30.2020

Electronic payment preferred | Please include invoice number with remittance | Electronic Payment Information:

Bank Name: Bank of America | Bank Address: 1200 Main St, KCMO 64105 | Credit to: Populous Group, LLC

Account #: 0034 7718 8688 | ABA for ACH: 081000032 | ABA for Wire: 026009593 | SWIFT BIC: BOFAUS3N

Invoice

 **Walker Partners**
engineers ★ surveyors
823 Washington Avenue, Suite 100
Waco, TX 76701
Phone:(254) 714-1402 / Fax:(254) 714-0402
www.walkerpartners.com
TBPE No. 8053 | TBPLS No. 10032500

Dustin Chapman
McLennan County
P.O. Box 648
Waco, TX 76703-064

March 31, 2020
Invoice No: 0103140.01 - 18379

Total This Invoice \$300.00
Outstanding Invoices \$1,250.00
Total Now Due \$1,550.00

Project Manager: Jacob P. Bell , P.E.
Project 0103140.01 McLennan County - McLennan County Venue Survey

Engineering/Surveying Services through March 31, 2020

| Phase | 00000 | Lump Sum Fee | | | | |
|---------------------------------|-------|-------------------|---------|---------------------------|-------------------|-----------------|
| Billing Phase | | Lump Sum Fee | % Comp. | Earned | Prior Amount | Current Amount |
| 9 Boundary Verification | | 8,500.00 | 94.1176 | 8,000.00 | 8,000.00 | 0.00 |
| 12A Topographic Survey (Area A) | | 52,100.00 | 100.00 | 52,100.00 | 52,100.00 | 0.00 |
| 12B Topographic Survey (Area B) | | 45,000.00 | 85.5556 | 38,500.00 | 38,500.00 | 0.00 |
| 12C Topographic Survey (Area C) | | 32,000.00 | 84.8438 | 27,150.00 | 27,150.00 | 0.00 |
| 14 Final Plat | | 16,500.00 | 86.0606 | 14,200.00 | 13,900.00 | 300.00 |
| Total Fee | | 154,100.00 | | 139,950.00 | 139,650.00 | 300.00 |
| | | Total | | | | 300.00 |
| | | | | Sub-total | | \$300.00 |
| | | | | Total this Invoice | | \$300.00 |

Billings to Date

| | Current | Prior | Total | Received | A/R Balance |
|---------------|---------------|-------------------|-------------------|-------------------|-----------------|
| Lump Sum Fee | 300.00 | 139,650.00 | 139,950.00 | | |
| Totals | 300.00 | 139,650.00 | 139,950.00 | 138,400.00 | 1,550.00 |

Outstanding Invoices

| Number | Date | Balance |
|--------------|-----------|-----------------|
| 18188 | 2/29/2020 | 1,250.00 |
| Total | | 1,250.00 |

Total Now Due \$1,550.00

Authorized By: Jacob P. Bell
Jacob P. Bell, P.E.

Date: 4/10/20



**LANGERMAN FOSTER
ENGINEERING COMPANY**

2000 South 15th Street
Waco, TX 76706
254-235-1048
254-235-1625 FAX

Invoice

| Date | Invoice # |
|-----------|-----------|
| 4/17/2020 | 11691 |

| |
|--|
| Bill To |
| McLennan County P. O. Box 648 Waco, TX 76703 |

| Description | Qty | Rate | Amount | P.O. No. | Terms |
|---------------------------------------|--------------|-------|--------|----------|--------|
| | | | | | Net 30 |
| HOT Expo | | | | | |
| 3/16/2020 Technician | 2 | 57.00 | 114.00 | | |
| Vehicle Charge | 1 | 42.00 | 42.00 | | |
| Report Preparation | 1 | 20.00 | 20.00 | | |
| 3/17/2020 Technician | 1.5 | 57.00 | 85.50 | | |
| Overtime Technician | 2.5 | 85.50 | 213.75 | | |
| Concrete Cylinders | 15 | 24.00 | 360.00 | | |
| Vehicle Charge | 1 | 42.00 | 42.00 | | |
| Report Preparation | 3 | 20.00 | 60.00 | | |
| 3/18/2020 Cylinder Pickup Only | 1 | 57.00 | 57.00 | | |
| Vehicle Charge | 1 | 42.00 | 42.00 | | |
| 3/26/2020 Overtime Technician | 3.5 | 85.50 | 299.25 | | |
| Concrete Cylinders | 10 | 24.00 | 240.00 | | |
| Vehicle Charge | 1 | 42.00 | 42.00 | | |
| Report Preparation | 2 | 20.00 | 40.00 | | |
| 3/30/2020 Technician | 2 | 57.00 | 114.00 | | |
| Vehicle Charge | 1 | 42.00 | 42.00 | | |
| Report Preparation | 1 | 20.00 | 20.00 | | |
| 3/31/2020 Overtime Technician | 3 | 85.50 | 256.50 | | |
| Concrete Cylinders | 15 | 24.00 | 360.00 | | |
| Thank you for your business. | Total | | | | |

| |
|-------------------------|
| Payments/Credits |
| Balance Due |



**LANGERMAN FOSTER
ENGINEERING COMPANY**

2000 South 15th Street
Waco, TX 76706
254-235-1048
254-235-1625 FAX

Invoice

| | |
|-------------|------------------|
| Date | Invoice # |
| 4/17/2020 | 11691 |

| |
|--|
| Bill To |
| McLennan County P. O. Box 648 Waco, TX 76703 |

| Description | Qty | Rate | Amount | P.O. No. | Terms |
|-------------------------------|--------------|--------|------------|----------|--------|
| | | | | | Net 30 |
| Vehicle Charge | 1 | 42.00 | 42.00 | | |
| Report Preparation | 3 | 20.00 | 60.00 | | |
| 4/1/2020 Structural Steel CWI | 7 | 100.00 | 700.00 | | |
| Report Preparation | 1 | 20.00 | 20.00 | | |
| UT Equipment | 1 | 127.00 | 127.00 | | |
| Vehicle Charge | 1 | 138.00 | 138.00 | | |
| 4/7/2020 Technician Overtime | 3 | 85.50 | 256.50 | | |
| Concrete Cylinders | 15 | 24.00 | 360.00 | | |
| Vehicle Charge | 1 | 42.00 | 42.00 | | |
| Report Preparation | 3 | 20.00 | 60.00 | | |
| 4/9/2020 Technician | 2 | 57.00 | 114.00 | | |
| Vehicle Charge | 1 | 42.00 | 42.00 | | |
| Report Preparation | 1 | 20.00 | 20.00 | | |
| 4/10/2020 Technician | 4 | 57.00 | 228.00 | | |
| Concrete Cylinders | 15 | 24.00 | 360.00 | | |
| Vehicle Charge | 1 | 42.00 | 42.00 | | |
| Report Preparation | 3 | 20.00 | 60.00 | | |
| Thank you for your business. | Total | | \$5,121.50 | | |

| | |
|-------------------------|------------|
| Payments/Credits | \$0.00 |
| Balance Due | \$5,121.50 |