

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, July 7, 2020 at 9:00 o'clock a.m.** and act on the items on the following agenda. In addition, notice is hereby given that this July 7, 2020 meeting will be **recessed and reconvened on Wednesday, the 8th day of July, 2019 at 1:30 p.m.**, to complete discussion and action on the agenda items set forth below, including the Budget Work Session, unless the meeting of July 7, 2020 is adjourned by decision of the Commissioners Court.

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:**
- 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 Solid Waste Interlocal Agreement with Heart of Texas Council of Governments (re: Community Collection Events for Road & Bridge, Precincts 1-3)
 - b. Recording of Agreement and related Documents with CTWP (re: Copier for County Clerk's Office)
 - 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. Justice of the Peace, Precinct 3
 - b. Justice of the Peace, Precinct 1 Place 1
 - 4. Authorization / Ratification of RFP's, RFQ's, and Bids Advertisements; Publications; Public / Legal Notices**
 - a. Ratification of Publication for Notice of Public Hearing to Consider FY 2020 Provider Participation Program Payments
 - 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. Waco-McLennan County Public Health District: Authorization of May Billing/Reports (re: On-Site Sewage Facility (O.S.S.F.) Program)
 - b. Tax Assessor / Collector: Recording of Detailed Deposit Distribution Report, May 2020
 - c. Acceptance of Bond / Oath Documents (re: Deputy Constables, Precinct 2)
 - 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 "Bentley Addition, Lots 1-6, Block 1" to McLennan County, Precinct 1
 - 10. County Property and/or Construction Projects:**
 - a. Approval of Memorandum of Agreements and Authorization of Payment for Acquisition of Right-of-Way Parcels (re: Chapel Road Improvement Project):
 - 1) Regarding Parcel No. P-6Wa
 - 2) Regarding Parcel No. P-6Wb

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

1. Regarding FY 20 Budget:

- a. Road & Bridge, Precinct 1
- b. Road & Bridge, Precinct 3
- c. Certifications of Local Government Code 111.07075 Special Budget for Revenue Received After Start of Fiscal Year and related Budget Amendments (re: Proceeds from Agreement / Road & Bridge, Precinct 3)
- d. Specialty Court
- e. Justice of the Peace, Precinct 3:
 - 1) Regarding General Fund (Fund 001)
 - 2) Regarding Justice Technology Fund (Fund 140)
 - 3) Regarding Justice Court Building Security Fund (Fund 130)
 - 4) Regarding Law Library Fund (Fund 170)
- f. Maintenance of Equipment
- g. Justice of the Peace, Precinct 4
- h. Information Technology
 - 1) Regarding IT Assessment Fund for Human Resources
 - 2) Related to COVID-19
- i. Pretrial Services
- j. County Auditor
- k. County Wide related to COVID-19
- l. Maintenance of Buildings
- m. Permanent Improvement Fund (Fund 401)
- n. 2017 Certificates of Obligation / Permanent Improvement Fund (Fund 417)
- o. 2019 Certificates of Obligation / Permanent Improvement Fund (Fund 419)
 - 1) Regarding Communications Tower Project
 - 2) Regarding Jack Harwell Detention Center Jail Control System
- p. Justice of the Peace, Precinct 5 (Fund 140)
- q. Authorization of Texas Association of Counties Claim Deductible Invoice # NRDD-0006132

2. Regarding FY 21 Budget:

- a. Discussion and/or Action regarding Matters relative to the FY 21 Budget / 2020 Tax Rate, including, but not limited to, Budget Policies, Priorities, Timelines, Updates from the County Auditor and/or Budget Work Sessions, as needed
- b. Heart of Texas Community Health Center, Inc.: Discussion regarding Funding Increase
- c. Waco-McLennan County Public Health District: Authorization of FY 21 County Funding Allocation
- d. McLennan County Appraisal District: Discussion and/or Action regarding 2021 Proposed / Preliminary Budget / Allocation

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

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

1. Reauthorization of Private Switch Agreement with McLennan County 9-1-1 Emergency Assistance District (MCEAD)
2. Authorization of Interlocal Cooperation Agreement with City of Hewitt (re: Maintenance Responsibilities for Portions of East Panther Way and Ritchie Road)
3. Authorization of Interlocal Agreement with the City of Waco (re: Census 2020 Services)
4. Authorization of Use Agreement for Vote Center with St. Louis Catholic Church / Bishop Louis Reicher Catholic School including Authorization of ADA Work at County Expense

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

1. Regarding the Renovation of Building for IV-D Court (Bid # 19-017) / Agreement with K4 Construction, LLC: Authorization of Certificate of Substantial Completion
2. Regarding Speegleville Road Improvement Project (Bid 20-004) / Agreement with Knife River Corporation - South:
 - a. Authorization of Application for Payment No. 2
 - b. Authorization of Application for Payment No. 3
3. Regarding ADA Renovations at Extraco Events Center (Bid 20-013) / Agreement with John W. Erwin Construction: Authorization of Application for Payment No. 1
4. Regarding the McLennan County Roof Program (RFP # 20-006) / Agreement with Clark Roofing: Authorization of Invoice for the Annex Building Roof

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

K. Grants / Grant Proposals:

1. Regarding the Homeland Security Grants Division - FY 2020 Border Prosecution Unit Grant:
 - a. Ratification of Revised Proclamation and CEO/Law Enforcement Certification and Assurances Form
 - b. Acceptance of Grant Award
2. Regarding the Tradinghouse Lake Boating Access Grant: Authorization of Amendment to Project Agreement # 5
3. Regarding the Texas Community Block Grant (TxCDBG) for Water and Sewer Improvements in the Unincorporated Community of Elm Mott / Contract No. 7219270:
 - a. Recording of Authority to Use Grant Funds
 - b. Authorization for Request for Payment / Draw Request # 2
4. Regarding the Texas Historic Courthouse Preservation Program: Recording of Architexas Invoice No. 1902.04 for Courthouse Master Plan Update
5. Regarding the 2020 Help America Vote Act (HAVA) Cares Act Sub-grant: Authorization of Submission of Grant Application and related Resolution / Agreement No. TX18101001-01-161

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

1. Information Technology: Discussion and/or Action regarding Commissioners Courtroom Equipment Upgrade for Managing Remote Meetings
2. County Sheriff: Discussion and/or Action regarding Jack Harwell Jail Control System Upgrade

M. 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 the McLennan County Facility Master Plan and/or Office Relocations
4. Presentation by County's Financial Advisor, Mark McLiney with SAMCO Capital Markets, regarding the Issuance of the General Obligation Bonds for the Zoo, and Authorizing the Financial Advisor and Staff to Proceed with the Sale
5. Regarding the County Health Care Provider Participation Program / Local Provider Participation Fund:
 - a. Public Hearing to Discuss, Consider, and Take Action on Mandatory Payments to be Assessed on all Nonpublic Hospitals Located within the County to Fund the McLennan County Local Provider Participation Program (LPPF) during Fiscal Year (FY) 2020 Pursuant to Section 294.101 of the Texas Health and Safety Code
 - b. Discussion and/or Action on Setting the Rate for FY20 Mandatory Payments
6. Authorization of Refund Requests for Overpayment of Real Estate Taxes (ref: Section 31.11(a) of the Texas Property Tax Code)
 - a. Regarding Alamo Title Company
 - b. Regarding Central Freight Lines, Inc.
 - c. Regarding American Guaranty Title

7. Public Power Pool: Discussion and/or Action regarding Procurement Proposal for Electric Power Supply

N. Americans with Disabilities Compliance Project:

O. 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
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. 17
3. Regarding the Professional Services Agreement and related Construction Materials Testing Proposal with Langerman Foster Engineering Company:
 - a. Authorization of Invoice # 11623
 - b. Authorization of Invoice # 11879

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

Q. 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, Jail Magistration 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 Vote Centers*

R. 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

S. Adjourn

Signed this 2nd day of July, 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 2nd day of July, 2020.

Witness my hand and seal of office at Waco, McLennan County, Texas the 2nd day of July, 2020 at 4:35 p.m.

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

BY: Myrce'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

E 1.a
(31 pages)

Recording of Authorization of Solid Waste Interlocal Agreement with Heart of Texas Council of Governments (re: Community Collection Events for Road & Bridge, Precincts 1-3) Approved on June 2, 2020 and recorded on Page 235 of these minutes.

**HEART OF TEXAS COUNCIL OF GOVERNMENTS
SOLID WASTE INTERLOCAL AGREEMENT**

**McLennan County
20-11-03
Community Collection**

The Texas Commission on Environmental Quality (TCEQ) has certified that it has the authority to contract with the Heart of Texas Council of Governments by authority granted in the Current Appropriations Act; Texas Water Code, section 5.229 and Texas Health and Safety Code, Chapter 371. Funds for this subcontract are provided from the Solid Waste Disposal Fund.

The Heart of Texas Council of Governments has certified, and the SUBCONTRACTOR certifies that it has authority to perform the services contracted for by authority granted in "The Interlocal Cooperation Act," Texas Government Code, Chapter 791.

This Interlocal Agreement is entered into by and between the parties named below. Neither the TCEQ nor the State of Texas is a party to this Contract Agreement.

I. CONTRACTING PARTIES

The Council of Government: Heart of Texas Council of Governments

The Subcontractor: McLennan County

II. SERVICES TO BE PERFORMED:

See "Attachment B – Work Program of Subcontractor"

III. BUDGET AND PAYMENT PROCEDURES:

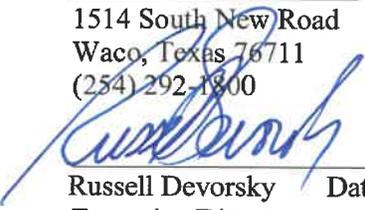
See "Attachment D – Budget and Payment Procedures"

IV. ADDITIONAL CONTRACT PROVISIONS:

See "Attachment A – Special Contract Provisions &
Attachment E – General Contract Provisions"

COUNCIL OF GOVERNMENT

Heart of Texas
Council of Governments
1514 South New Road
Waco, Texas 76711
(254) 292-1800



Russell Devorsky Date
Executive Director

SUBCONTRACTOR

McLennan County
501 Washington Ave
Waco, Texas 76701
254-757-5049



Scott M. Felton Date
County Judge

**Heart of Texas Council of Governments
Solid Waste Interlocal Agreement**

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**Heart of Texas Council of Governments
Solid Waste Interlocal Agreement**

Attachment A

A. Special Contract Provisions

Article 1 Period of Performance

The period of performance for this interlocal Agreement begins on April, 2020 and ends on July 15, 2021.

Article 2 Scope of Services

All parties agree that the *McLennan County*, SUBCONTRACTOR, in consideration of compensation hereinafter described, shall provide the services with The Heart of Texas Council of Governments (HOTCOG) as specifically described in the Special and General Provisions of this Solid Waste Interlocal Agreement.

The SUBCONTRACTOR agrees to implement the Project according to the agreed upon budget shown in Attachment D of this Agreement.

Article 3 Obligations

(a). Funding Limitations

It is the understanding of the parties that the source of funds provided by the TCEQ is the Municipal Solid Waste Disposal and Transportation Revenue Fee (MSWDTRF). Due to demands upon that source for funds necessary to protect the health and safety of the public, it is possible that the funds contained in the MSWDTRF will be depleted prior to the completion of this Agreement. The parties agree that all funding arranged under this Agreement is subject to sufficient funds in the MSWDTRF. The **McLennan County** shall place this notice in all subgrants and subcontracts.

(b). Measure of Liability

In consideration of full and satisfactory performance hereunder, HOTCOG will be liable to SUBCONTRACTOR in an amount equal to the actual costs incurred by SUBCONTRACTOR in rendering such performance, subject to the following limitations:

1. HOTCOG is not liable for expenditures made in violation of “General Provisions for Texas Commission on Environmental Quality’s List of Prohibited Activities”; Article 8 outlines supplemental funding standards as defined by the Texas Commission on Environmental Quality (TCEQ).

2. HOTCOG is not liable for any costs incurred by SUBCONTRACTOR in the performance of this Agreement which have not been billed to HOTCOG within thirty (30) days following termination of this Agreement.

3. HOTCOG is not liable to SUBCONTRACTOR for costs incurred or performance rendered by SUBCONTRACTOR for costs incurred by SUBCONTRACTOR before commencement of this Agreement or after termination of this Agreement.

4. Except as specifically authorized by HOTCOG in writing, HOTCOG is liable only for expenditures made in compliance with the cost principles and administrative requirements set forth in Federal OMB Circular A-87.

(c). Method and Schedule of Payment

1. Financial reporting. SUBCONTRACTOR must submit to HOTCOG a report detailing allowable expenditures incurred each quarter according to the schedule set forth in Attachment C. Allowable expenditures are set forth in Section 8 of this Agreement. However, the SUBCONTRACTOR may submit a financial report at any time during the project period. *THIS is a reimbursement-only grant, proof of expenditures MUST be included with each report.*

2. Payments. Upon review and approval of each such financial report, HOTCOG will make payment to SUBCONTRACTOR against HOTCOG liabilities to be accrued hereunder.

(d). SUBCONTRACTOR Close Out Report

No later than thirty (30) days following the termination of this Agreement, SUBCONTRACTOR must submit a HOTCOG Contract Close Out Report according to written instructions from HOTCOG.

(e). Survival of Obligations

All representations, indemnifications, warranties, and guarantees made in, required by or given in accordance with the Agreement, as well as all continuing obligations indicated in the Agreement, will survive final payment, completion and acceptance of the work and termination or completion of the Agreement.

Article 4 Reporting and Documentation Requirements

(a). The SUBCONTRACTOR shall prepare and submit to HOTCOG, quarterly written progress reports concerning performance under this Contract documenting accomplishments and units of work performed under Attachment B of this Agreement. All progress reports shall be submitted on or before the dates listed in Attachment C so that HOTCOG may submit consolidated reports to TCEQ. A final progress report shall be provided prior to the final request for payment under this Contract, but, in no case later than 30 days after the end of the Contract period. Payments (reimbursements) required under this contract may be withheld by HOTCOG until such time as any past due progress reports are received. *When reports are delinquent, requests for payment may be held until such time as complete reports are received.*

(b). The SUBCONTRACTOR quarterly progress reports required under Part (a) of this Section contain descriptions of activities and costs for HOTCOG to ensure that the provisions of this Contract are in compliance. These reports must include tracking information which details documented results, pictures depicting activities which are a direct result of grant funding, and at least two (2) copies of any advertising and/or promotional materials. In particular, any legal research and related legal activities shall be clearly detailed in the quarterly progress reports in order to assure HOTCOG that the activities are not prohibited under Article 8 of this contract

(relating to Supplemental Funding Standards). The SUBCONTRACTOR shall comply with any reasonable request by HOTCOG for additional information on activities conducted in order for HOTCOG to adequately monitor the SUBCONTRACTOR'S progress in completing the requirements of and adhering to the provisions of this Contract. The SUBCONTRACTOR agrees to continue to monitor the results of the grant project, for the life of the project, and upon request from HOTCOG will provide follow-up reports.

(c). Prior approval must be obtained by the SUBCONTRACTOR from HOTCOG before any changes in grant funded personnel. Additionally, prior approval must be obtained before incurring expenses related to the purchase of equipment, construction of facilities, contractual Agreements, and expenses from the "other" category listed in Attachment D.

(d). In general, expenditure documentation to be maintained by the SUBCONTRACTOR should be whatever is necessary to show that the work was indeed performed and that the expense was, in fact, incurred. In addition, the documentation should also support the fact that the expenditure was reasonable and necessary to this Agreement.

(e). Documents that should be maintained, as appropriate for the expense, include by category, the records listed below.

(1). Salary/Wages - Time sheets that have been signed and approved. Proof of payment is necessary, as well.

(2). Travel - The purpose of the travel should be documented and supported with actual receipts for hotel accommodations, public transportation receipts, airline receipts, food and beverage receipts, etc.

(3). Equipment - Purchase orders, invoices, and canceled checks.

(4). Supplies - Purchase orders (if issued), invoices, and canceled checks.

(5). Contractual - All of the above plus documentation that the costs were reasonable and necessary. The same standards should be applicable to subcontractors.

(6). Other - All of the above plus documentation that the costs were reasonable and necessary.

(f). If requested by HOTCOG, the SUBCONTRACTOR agrees to provide HOTCOG the additional expense records and documentation materials, as listed in Section (b) of this Article and appropriate for the expense, for the time period requested by HOTCOG, except that the SUBCONTRACTOR will not be asked to submit records that have already been provided to HOTCOG with a Request for Funds Report. HOTCOG will provide reasonable time for the SUBCONTRACTOR to comply with a request for additional records. If HOTCOG requests to review additional records to be provided by the SUBCONTRACTOR under HOTCOG's financial monitoring program, HOTCOG will review those records and provide the SUBCONTRACTOR a written summary of the findings of that review. HOTCOG will also allow the SUBCONTRACTOR reasonable time to respond to any findings of noncompliance or other problems identified by the records review.

(g). The SUBCONTRACTOR'S failure to comply with the requirements of this Article shall constitute a breach of this Contract.

Article 5 Monitoring Requirements

(a). HOTCOG shall conduct at least one visit to each implementation project funded under this Agreement to evaluate the progress of the project. For any project that entails the purchase of equipment or expenditures for a constructed facility, HOTCOG shall, whenever possible, view all equipment and facilities to verify the equipment purchases or facility construction. HOTCOG shall maintain records and documentation of site visit dates, a summary of status of the project, and any notes or other information about the visit.

(b). HOTCOG may periodically monitor SUBCONTRACTOR for:

1. The degree of compliance with the terms of this Contract, including compliance with applicable rules, regulations, and promulgations referenced herein; and
2. The administrative and operational effectiveness of the project.

(b). HOTCOG shall conduct periodic analysis of SUBCONTRACTOR'S performance under this Contract for the purpose of assessing the degree to which contractual objectives and performance standards, as identified in this Contract or as subsequently amended, are achieved by SUBCONTRACTOR.

Article 6 Equipment and Construction

(a). Subject to the obligations and conditions set forth in this Agreement, title to all equipment and/or facilities (hereafter, "property") acquired under this Agreement will vest, upon acquisition or construction, in HOTCOG or the SUBCONTRACTOR.

(b). The use of property acquired under this Agreement, both during the term of this Agreement and for the useful life of the property, shall be in accordance with Section 361.014(b) of the Texas Health and Safety Code, which directs that a project or service funded under this program must promote cooperation between public and private entities and may not be otherwise readily available or create a competitive advantage over a private industry that provides recycling or solid waste services.

(c). HOTCOG will evaluate all equipment purchases which utilize grant funds to determine that such items legitimately serve to fulfill the scope and purpose of the grant. If equipment purchases do not legitimately serve to fulfill the scope and purpose of the grant, then HOTCOG will not reimburse the SUBCONTRACTOR for such equipment purchases.

(d). Unless specifically authorized in Part D, Contract Budget, no purchases of equipment or any computer hardware or software shall be eligible for reimbursement under this Contract unless the procurement for such equipment is approved ahead of time, in writing, by HOTCOG.

(e). Title to equipment and any constructed fixtures acquired from funds provided under this Agreement shall, throughout the term of this Agreement, be in the name of the SUBCONTRACTOR. All parties agree that upon full performance of this Agreement, title shall remain with the SUBCONTRACTOR, provided however, that if this Agreement is terminated, due to substantial failure by the SUBCONTRACTOR to fulfill its obligations under this Agreement, title and physical possession of all equipment and constructed fixtures shall, upon

written notification from HOTCOG, be transferred in good condition and within five (5) working days to HOTCOG.

(f). The SUBCONTRACTOR shall conduct physical property inventories, to maintain property records and necessary control procedures, and to provide adequate maintenance with respect to all property acquired under this Agreement for which the SUBCONTRACTOR retains title, as further set forth in Subsections (i) through (x) below.

(i). The SUBCONTRACTOR shall develop and use its own property management system which must conform with all applicable state and local laws, rules and regulations. If an adequate system for accounting for personal property owned by the SUBCONTRACTOR or its subgrantee is not in place or currently in use, the Property Accounting System Manual issued by the State of Texas General Services Commission shall be used as a guide for establishing such a system.

(ii). A physical inventory of all equipment or property acquired or replaced under this Agreement having an initial per-unit purchase price of one thousand dollars (\$5,000) or more, shall be conducted no less frequently than once every two years and the results of such inventories reconciled with the appropriate property records. Property control procedures utilized by the SUBCONTRACTOR shall include adequate safeguards to prevent loss, damage, or theft of the acquired property. The SUBCONTRACTOR shall develop and carry out a program of property maintenance as necessary to keep both originally acquired and any replaced property in good condition, and to utilize proper sales procedures to ensure the highest possible return, in the event such equipment or property is sold.

(iii). All property acquired or replaced under this Agreement shall be used by the SUBCONTRACTOR or its subgrantees, to support the purposes of this Agreement, for as long as the equipment or facilities are needed for such purposes, whether or not the original projects or programs continue to be supported by State funds.

(iv). For property with a current fair market, per-unit value of five thousand dollars (\$5,000) or less, the SUBCONTRACTOR may for the purpose of replacing the property acquired under this Agreement, either trade-in or sell the property and use the proceeds of such trade-in or sale to offset the cost of acquiring needed replacement property.

(v). For property with a current fair market, per-unit value in excess of five thousand dollars (\$5,000), the SUBCONTRACTOR shall, for the purpose of replacing the property acquired under this Agreement within six years of the initiation date of this Agreement, obtain written authorization from TCEQ prior to trading in or selling the property and using the proceeds of such trade-in or sale to offset the cost of acquiring needed replacement property.

(vi). Property with a current fair market, per-unit value of five thousand dollars (\$5,000) or less, if no longer needed for the support of the authorized projects or programs under this Agreement, whether original or replacement, may be used in support of other activities currently or previously supported by TCEQ, or alternatively, may be made available for use on other projects or programs, providing such other use will not interfere with the work on those projects or programs for which such equipment or facilities were originally acquired or constructed.

(vii). For property with a current fair market, per-unit value in excess of five thousand dollars (\$5,000), if no longer needed for this support of the authorized projects or programs under this Agreement, whether original or replacement, and within six years of the initiation date of this Agreement, the SUBCONTRACTOR shall obtain written authorization from TCEQ prior to changing the use of the property, to include selling or transferring ownership of the property. In requesting authorization for a change in use of the property, the SUBCONTRACTOR shall provide information as requested by TCEQ, to include information to assure that the new use of the property will adhere to the requirements of Section(b) of this Article. Prior to authorizing the SUBCONTRACTOR to change the use of the property, TCEQ may, at its discretion, require the SUBCONTRACTOR to notify and request input from private industry providers of recycling or solid waste services in the area of the proposed new use or activity, to determine that competitive advantage issue does not exist. After six years of the initiation date of this Agreement, the SUBCONTRACTOR is not required to obtain authorization for a change in use of the property acquired under this Agreement, but the provisions of Section (b) of this Article shall still apply.

(viii). If any property acquired or replaced under this Agreement is sold or transferred within six years of the initiation date of this Agreement, TCEQ is entitled to a share of the proceeds from such sale or may require the transfer of ownership of the property to a third party, provided the fair market, per-unit value of the property at the property at the time of the sale is in excess of five thousand dollars (\$5,000). TCEQ's share of the sale proceeds shall be the same percentage as was the funding provided under this Agreement that enabled the original purchase or acquisition of the property in question. Property that is no longer needed and that has a fair market, per-unit value of five thousand dollars (\$5,000) or less may be retained, sold, transferred, or otherwise disposed of with no further obligation to TCEQ, provided the other requirements set forth in this Article are met, including the requirements of Section (b) of this Article.

(ix). If, prior to the termination date of this Agreement, the SUBCONTRACTOR or its subgrantees determines that any property acquired with funds provided as a result of this Agreement is no longer needed for the original intended project, TCEQ may require the SUBCONTRACTOR to transfer title and possession of such property to a third party named by TCEQ.

(x). The SUBCONTRACTOR shall not grant or allow to a third party a security interest in any original or replacement materials, equipment, or facilities purchased or constructed with funds made available under this Agreement.

(g). The SUBCONTRACTOR agrees that, in the event any funds provided under this contract are in turn awarded to any subgrantee for the purchase or acquisition of any equipment or constructed facilities, by such other party, the SUBCONTRACTOR'S contract with that subgrantee shall include the requirements set forth in Subsection (d) of this Section.

Article 7 Compliance with Applicable Laws

The provisions of Uniform Grant and Contract Management Act, TEXAS GOVERNMENT CODE, Chapter 873 applies to this Agreement, all amendments thereto, and all subcontracts and subagreements. Compliance with the conditions and requirements contained therein is necessary for the satisfactory performance of the services and work required under this Agreement.

The SUBCONTRACTOR shall give all notices and comply with all laws, ordinances, rules, regulations and order of any public authority bearing on the performance of this contract, including, but not limited to, the laws referred to in this Contract. If the SUBCONTRACTOR or HOTCOG observes that this Contract is at variance therewith in any respect, the observing party shall promptly notify the other party in writing, and any necessary changes shall be adjusted by appropriate Contract modification. On request, the SUBCONTRACTOR shall furnish HOTCOG modification.

The SUBCONTRACTOR and subgrantees must comply with all applicable Laws and Regulations, including but not limited, to those relating to hazardous substances, waste disposal and manifests.

If the SUBCONTRACTOR performs any work knowing or having reason to know that it is contrary to Laws and Regulations, the SUBCONTRACTOR shall bear all claims, costs, losses and damages caused by, arising out of or resulting there from.

Article 8 Supplemental Funding Standards

In addition to the standards set forth in applicable statutes and regulations, the standards outlined below apply to all uses of the funds provided under this Agreement. Unless authorization is otherwise specifically provided for in or under the terms of this Agreement, the SUBCONTRACTOR shall ensure that the use of funds provided under this Agreement are in accordance with the supplemental funding standards set forth in this Article.

(a). **Payment of Fees.** Grant Fund recipients must not be in arrears on payments of their solid waste disposal fees to TCEQ at the time a project is selected for funding.

(b). **Duplication of Effort.** Activities, projects, programs, studies, etc. that overlap or provide duplicate funding for projects under other State funding programs are not authorized. If HOTCOG believes that other program grant awards are inadequate to meet the needs of the region, HOTCOG may request that TCEQ consider authorizing the project in accordance with the provisions of Attachment A of this Contract.

(c). **Land Acquisition Costs.** Funds may not be used to acquire land or an interest in land.

(d). **Legislative and Lobbying Expenses.** In accordance with state laws and regulations, funds provided under this Agreement may not be used for expenses to support political activity, either directly or indirectly. As required under Section 33, Article IX of House Bill 1, the standards set forth in Section 5, Article IX of House Bill 1, shall apply to the use of funds provided under this Agreement.

(e). **Food/Entertainment Expenses.** Funds provided under this Agreement may not be used for food or entertainment expenses, including refreshments at meetings and other functions. This provision does not apply to authorized employee per diem expenses for food costs incurred while on travel status.

(f). **Municipal Solid Waste-Related Programs Only.** Funds provided under this Agreement may not be used for programs dealing with wastes that are not considered municipal solid waste (MSW), including programs dealing with industrial or hazardous wastes.

(g). **Programs Solely Related to Collection of Certain Special Wastes.** Funds provided under this Agreement may not be used for programs and activities solely related to the management of scrap tires, used oil, oil filters, antifreeze, lead-acid batteries, or other special wastes excluded from disposal in MSW landfills. However, collection of these materials may be included as part of a comprehensive household hazardous waste collection and management program, so long as that is not the sole intent of the program.

(h). **Activities Related to the Disposal of Municipal Solid Waste.** Funds provided under this Agreement may not be used for activities related to the disposal of municipal solid waste. This restriction includes: solid waste collection and transportation to a disposal facility; waste combustion (incineration or waste-to-energy); processing for reducing the volume of solid waste which is to be disposed of; any landfill related facilities or activities, including the closure and post-closure care of a landfill; or other activities and facilities associated with the ultimate disposal of municipal solid waste. However, activities that would otherwise be eligible for funding, such as recycling, but that are located at a disposal facility may be funded.

(i). **Projects Requiring a TCEQ Permit.** Funds provided under this Agreement may not be used for expenses related to projects or facilities that require a permit from TCEQ under state regulations. This provision, however, does not apply to projects or activities that may be located on a permitted facility which, by themselves, would not require a permit and would otherwise be eligible for funding (e.g., recycling collection at a permitted transfer station).

(j). **Projects Requiring TCEQ Registration.** Projects or facilities that require registration with TCEQ under state regulations, and which are otherwise eligible, may be funded. However, only those expenses related to design and engineering work necessary prior to obtaining a registration may be reimbursed before the registration is finally received. No actual site development, construction, equipment purchases, or similar expenses may be reimbursed prior to and until such time that a required registration is received. Remember that all projects must be completed by the end of the grant term, so the amount of time necessary to obtain a registration must be considered.

(k). **Projects that Create a Competitive Advantage over Private Industry.** In accordance with Section 361.014(b) of the Texas Health and Safety Code, a project or service funded under this Agreement must promote cooperation between public and private entities, and may not be otherwise readily available or create a competitive advantage over a private industry that provides recycling or solid waste services. Under this definition, the term private industry includes non-profit entities.

(l). **Supplanting Existing Funds.** Funds may not be used to supplant salaries of an existing staff position, where the functions assigned to that position will not change. Staff positions where the assigned functions will remain the same and that were active at the time of the grant application, and were funded from a source other than a previous solid waste grant, are ineligible for grant funding.

(m). **Acquisition of Goods and Services.** Recipients of funds under this Agreement must comply with all state and local laws and regulations pertaining to the acquisition of goods and services.

(n). **Use of Alcoholic Beverages.** As required under section 33, Article 9 of House Bill 1, the standards set forth in section 11, Article 9 of House Bill 1, shall apply to the use of funds under this Agreement. In accordance with those standards, no funds provided under this Agreement shall be used for the payment of salaries to any employee who uses alcoholic beverages on active

duty. None of these funds shall be used for the purchase of alcoholic beverages, including travel expenses reimbursed with these funds.

(o). **Out-of-State Travel.** Any expenses incurred from out-of-state travel are not eligible for reimbursement under this Agreement. If a SUBCONTRACTOR deems necessary out-of-state travel, then prior authorization must be obtained from HOTCOG. HOTCOG must then receive prior approval from TCEQ before out-of-state travel occurs.

Article 9 Authorized Representatives

(a). HOTCOG hereby designates the person in Exhibit A-1, Project Representative, as the individual authorized to give direction to the SUBCONTRACTOR for the purposes of this Contract. The HOTCOG Project Representative shall not be deemed to have authority to bind HOTCOG in contract unless the EXECUTIVE DIRECTOR of HOTCOG has delegated such authority.

(b). Immediately upon receiving the Notice of Award, the SUBCONTRACTOR shall identify, as its Project Representative, the person authorized to receive direction from HOTCOG, to manage the work being performed, and to act on behalf on the SUBCONTRACTOR. The SUBCONTRACTOR'S Project Representative shall be deemed to have authority to bind the SUBCONTRACTOR in contract unless the SUBCONTRACTOR, in writing, specifically limits or denies such authority to the SUBCONTRACTOR'S Project Representative.

(c). Either party may change its Project Representative. In addition, the Project Representative of either party may further delegate his or her authority as necessary, including any delegation of authority to a new Project Representative. The party making the change in Project Representative shall provide written notice of the change to the other party.

(d). The SUBCONTRACTOR shall ensure that its Project Representative, or his or her delegate, is available at all times for consultation with HOTCOG.

Exhibit A-1

The Heart of Texas Council of Governments hereby designates the individual(s) below to give direction to the SUBCONTRACTOR as Project Representative(s) for The Heart of Texas Council of Governments:

**Mrs. Falen Bohannon
Solid Waste-Environmental Coordinator
Heart of Texas Council of Governments
1514 South New Road
Waco, Texas 76711
TEL (254) 292-1870
FAX (254) 756-0102**

The SUBCONTRACTOR hereby designates the individual named below as the person authorized to receive direction from The Heart of Texas Council of Governments, to manage the work being performed, and to act on behalf of the SUBCONTRACTOR as a Project Representative:

**Scott Felton
County Judge**

The SUBCONTRACTOR designates the following location for record access and review pursuant to Attachment A & Attachment E of this Contract or any other applicable provision:

**215 N. 5th Street, Room 201
Waco, Texas 76701**

ATTACHMENT B

B. Work Program of SUBCONTRACTOR

Tasks described below must be completed *on or before* the date specified. Please refer to the Scope of Work on your application (Form 6d)

Tasks to be performed by the Project Coordinator:

Community Collection Events (\$13,410)
FY20 (\$6,705)
FY21 (\$6,705)

ATTACHMENT C

C. Schedule of Deliverables from SUBCONTRACTOR

Reports to be completed and submitted to HOTCOG. *All requests for reimbursement MUST include proof of expenditure. Copies of cancelled checks shall be submitted to document purchases of equipment and check numbers shall be included on all receipts.*

Quarterly reports detailing the amount of waste, by type, diverted from disposal for beneficial reuse, as well as revenues generated by the sale of collected commodities, if applicable, are due:

| Reporting Period | Reports Due |
|-----------------------------|--------------------|
| April, 2020 – July 15, 2021 | July 1, 2021 |

These reports must include tracking information which details documented results, pictures depicting activities which are a direct result of grant funding, and at least two (2) copies of any advertising and promotional materials.

Proof of equipment, construction, and contractual expenses - Provide appropriate receipts/invoices from the purchase of equipment specified in Attachment D, as well as construction and contractual expenses incurred.

Receipt of the final report from the SUBCONTRACTOR certifies completion of all activities. The final report will not be considered “final” until all requests for reimbursement and materials as stated above have been received in the HOTCOG office located at 1514 South New Road, Waco, TX. 76711. Attention:

The SUBCONTRACTOR agrees to continue to monitor the results of the grant project, for the life of the project, and upon request from HOTCOG will provide **follow-up reports** that will be due in **July 1, 2021**. (A year after the project is complete.)

ATTACHMENT D

D. SUBCONTRACTOR Budget and Authorizations

Only the expenses described below will be eligible for reimbursement.

| BUDGET CATEGORY | FUNDING AMOUNT |
|--|-----------------------|
| Personnel / Salaries <i>List personnel, # of hours, salary charged to grant</i> | \$0 |
| Fringe Benefits | \$0 |
| Travel <i>List & itemize travel expenditures</i> | \$0 |
| Supplies <i>List & itemize detailed travel expenditures</i> | \$0 |
| Equipment <i>List & itemize equipment expenditures (must have a unit cost of</i> | \$0 |
| Construction <i>List & itemize construction expenditures</i> | \$0 |
| Contractual | \$13,410 |
| Other | \$0 |
| Indirect Charges | \$0 |
| <u>TOTAL FUNDING</u> | \$13,410 |

Article 1 Reimbursement Eligibility

To be eligible for reimbursement under this Agreement, a cost must have been incurred and paid by the SUBCONTRACTOR within the time period indicated on the Request for Funds Report (TCEQ Forms PT-F1 and PT-F2).

Article 2 Budget Category Adjustments

(a) The SUBCONTRACTOR is responsible for ensuring that expenditure amounts remain within the various budget limits, set forth in this Attachment.

(b) The SUBCONTRACTOR may expend funds in excess of the funds listed for a particular budget category within the budget contained in this Attachment, without requiring an amendment to this Agreement, or otherwise requiring HOTCOG's prior written approval, provided that:

1. The cumulative dollar amount of all excess expenditures among direct budget categories is equal to or less than five percent (5%) of the total amount of the total budget as specified in this Attachment;
2. Sufficient funds are available in other budget categories, or from earned interest, to cover the excess expenditures;
3. The transfer will not change the scope or objective of the programs, projects, and activities funded under this Agreement;
4. The SUBCONTRACTOR adheres to all other requirements of this Agreement concerning obtaining prior written authorization;
5. The SUBCONTRACTOR notifies HOTCOG as soon as practical of the deviation from the budget categories, and not later than with the first Request for Funds Report (TCEQ Forms PT-F1 and PT-F2) submitted to HOTCOG after the changes are made.

(c) The provisions of this Article shall apply in addition to any other standards for budget changes required elsewhere in this Agreement or by applicable law.

Article 3 Personnel

(a) Salaries for positions funded under this Agreement shall be documented by appropriate time and attendance records. At a minimum, those records must include the number of hours worked each day on all projects in which time is shared, the signature of the employee, and the signature of the supervisor.

(b) Payments from funds provided under this Agreement for accruals such as vacation, sick leave, severance pay, and other accruals are allowed only for time during which the employee was employed and performing work under this Agreement.

(c) The SUBCONTRACTOR shall ensure that all personnel assigned to work on activities funded under this Agreement are qualified for the position assigned, and that the number of personnel assigned, as well as the salary of those personnel, are appropriate for the work performed.

(d) The SUBCONTRACTOR shall notify HOTCOG in writing as soon as practical, and not later than with the first Request for Funds Report (TCEQ Forms PT-F1 and PT-F2) submitted to HOTCOG after the changes are made, of any changes to the personnel assignments outlined in the SUBCONTRACTOR'S original funding application.

Article 4 Travel

(a) Expenses included under the Travel expense category shall be subject to the provision of the budget contained in this Attachment.

(b) All travel for which expenses are claimed must be in connection with the tasks and activities required under this Agreement.

(c) The SUBCONTRACTOR must obtain prior written authorization from HOTCOG for reimbursement under this Agreement for any travel outside the state of Texas.

Article 5 Supplies

(a) Expenses included under the Supplies expense category of the budget contained in this Attachment shall be for non-construction related costs for goods and materials having a unit acquisition cost (including freight) of less than \$5,000. Such expenditures shall generally relate to the routine purchase of office supplies (paper, pencils, and staplers) or other goods which are consumed by the SUBCONTRACTOR in a relatively short period of time, in the regular performance of the general activities funded under this Agreement.

(b) Non-routine expenditures of goods and materials, not falling under the definition of Equipment under Article 6 of this Attachment, shall be charged to the Other expense category and are subject to the restrictions outlined in Article 9 of this Attachment.

Article 6 Equipment

(a) Expenses included under the Equipment expense category of the budget contained in this Attachment shall be for non-construction related, tangible, personal property having a unit acquisition cost of \$5,000 or more (including freight and set up costs) with an estimated useful life of over one year.

(b) No purchases of equipment to be charged to the equipment expense category of the budget contained in this Attachment shall be allowed under this Agreement unless approved ahead of time, in writing, by HOTCOG.

Article 7 Construction

(a) Expenses included under the Construction expense category of the budget contained in this Attachment shall be for costs related to projects, administered by the SUBCONTRACTOR, concerned with the enhancement or building of permanent facilities.

(b) Appropriate costs to include under the Construction expense category are:

1. The cost of planning the project;
2. The cost of materials and labor connected to the construction project;
3. The cost of equipment attached to the permanent structure; and
4. Any subcontracts, including contracts for services, which are performed as a portion of the project administered by the SUBCONTRACTOR.

(c) No expenditures under the Construction expense categories of the budget contained in this Attachment shall be allowed under this Agreement unless approved ahead of time, in writing, by HOTCOG.

(d) Unless otherwise provided in the Agreement, the SUBCONTRACTOR shall obtain and pay for all construction permits and licenses. The SUBCONTRACTOR shall pay all charges for utility owners for connections to the work, and the SUBCONTRACTOR shall pay all charges of such utility owners for capital costs related thereto such as plant investment fees.

(e) Where applicable, the SUBCONTRACTOR shall be responsible for subgrantees to maintain and supervise all necessary safety precautions and programs in connection with the work. The SUBCONTRACTOR shall take all necessary safety precautions.

Article 8 Contractual Expenses

(a) Expenses included under the Contractual expense category of the budget contained in this Attachment shall be for costs for professional services or tasks provided by a firm or individual who is not employed by the performing party.

(b) No contractual expenses included under the contractual expenses category of the budget contained in this Attachment shall be allowed under this Agreement unless such contract has been approved ahead of time, in writing, by HOTCOG, using a format provided by HOTCOG.

Article 9 Other Expenses

(a) All expenses under the Other expense categories of the budget listed in this Attachment must be in connection with the tasks and activities to be performed under this Agreement.

(b) Except as provided for under Section (c) of this Article, no expenses under the Other expense categories of the budget listed in this Attachment, including computer hardware or software purchases not included under the Equipment expense category, shall be eligible for reimbursement under this Agreement unless approved ahead of time, in writing, by HOTCOG.

(c) Subcategories of Other expenses for which prior authorization, as described in Section (b) of this Article, is not required include:

1. Books and reference materials;
2. Dues and membership fees for the SUBCONTRACTOR'S affiliation with organizations and associations which directly relate to the performance of activities under this Agreement (dues for individual employee affiliation to particular organizations or professional associations, must be approved individually, in writing, by HOTCOG);
3. Subscriptions, only insofar as they relate directly to the performance of activities under this Agreement;
4. Postage, telephone, and utilities expenses;
5. Printing and reproduction expenses;
6. Advertising and public notices;
7. Registration fees and other approved staff training costs (fees and training costs for persons not employed by the SUBCONTRACTOR must be approved individually by HOTCOG);
8. Repair and maintenance costs;
9. Office furniture, not falling under the definition of equipment under Article 6 of this Attachment;
10. Space and equipment rentals.

(d) The SUBCONTRACTOR shall ensure that expenditures charged under the Other expense category are not also included within the expenses reimbursed through the Indirect expense category.

Article 10 Indirect Costs

HOTCOG may authorize indirect costs under an Agreement with a SUBCONTRACTOR, in accordance with the procedures established in UGMS. In accordance with UGMS, when a SUBCONTRACTOR has a negotiated Agreement within the past 24 months by a federal cognizant agency or state single audit coordinating agency, the indirect rate authorized in that Agreement may be accepted by HOTCOG. Alternatively, HOTCOG may authorize a SUBCONTRACTOR to recover up to 10% (percent) of the direct salary and wage costs of providing the service (excluding overtime, shift premiums, and fringe benefits) as indirect costs, subject to adequate documentation.

Article 11 Request for Funds Reports

(a) A Request for Funds Report (TCEQ Forms PT-F1 and PT-F2) containing the current report period shall be submitted every three months, or each quarter, contained within the time period or “term” of this Contract. Such reports shall be required even if no expenses or encumbrances have been incurred during the report period. Attachment C details when reports are due.

1. For each expenditure, the SUBCONTRACTOR shall attach legible documentation (such as copies of invoices marked paid and purchase orders) issued by the contractor or vendor that support the amount being requested. All expenses or costs listed on the Request for Funds Report shall be for the period identified in item 4 of the report.

(b) When, under a reimbursement payment method, the SUBCONTRACTOR has already submitted one or more properly completed Request for Funds Reports (TCEQ Forms PT-F1 and PT-F2) together with appropriate TCEQ Supplemental Forms covering the entire time period in question, the report for that quarterly period, required under Section (a) of this Article, shall be considered as having been submitted.

(c) A Request for Funds Report (TCEQ Forms PT-F1 and PT-F2), indicating an item that it is the final report, shall be submitted by the SUBCONTRACTOR, by not later than thirty (30) days following the termination date of this Agreement.

Article 12 Additional Requirements

(a) HOTCOG reserves the right to withhold or deny payment of funds awarded under this Agreement due to incomplete, incorrect, or inconsistent reports or tasks required under this Agreement until the SUBCONTRACTOR satisfactorily completes, revises, or corrects such services or reports. HOTCOG may terminate this Agreement, and pursue such other remedies as are allowed by law, due to the SUBCONTRACTOR’S continued or repeated failure to perform tasks and submit reports in a complete, correct, and consistent manner. HOTCOG also reserves the right to require the reimbursement of any overpayments determined as a result of any audit or inspection of records kept by the SUBCONTRACTOR concerning the Agreement supported tasks to be performed.

(b) HOTCOG shall not be liable for costs incurred by the SUBCONTRACTOR for employee travel or for the purchase or acquisition of any items or services covered under this Attachment, except to the extent that the requirements of this Attachment have been fully complied with by the SUBCONTRACTOR.

(c) With respect to any expense, item, or activity which is identified or listed by the SUBCONTRACTOR on TCEQ Forms PT-F1 and PT-F2 or on TCEQ Supplemental Forms, HOTCOG reserves the right to require from the SUBCONTRACTOR, prior to providing reimbursement, additional information concerning (1) the nature or purpose of the expense, item, or activity, (2) how the expense, item, or activity benefited the overall purpose or goal of the grant supported project, and (3) why the expense, item, or activity was necessary for the successful performance of one or more of the grant supported tasks set forth in Attachment A of this Agreement.

(d) HOTCOG shall not be liable for any costs incurred by the SUBCONTRACTOR in the performance of this Agreement which are not billed to HOTCOG within thirty (30) days after the termination date of this Agreement.

(e) Failure on the part of the SUBCONTRACTOR to comply with the conditions set forth in this Agreement shall be the basis for termination of this Agreement, the revocation of any unexpended or inappropriately expended funds, and/or any other remedies permitted by law.

(f) The SUBCONTRACTOR'S contractual costs must comply with allowable costs requirements. SUBCONTRACTORS, which are governmental entities, must engage in contractor selection on a competitive basis in accordance with their established policies. If SUBCONTRACTOR has no competitive procurement policy or is a private entity, SUBCONTRACTOR must generally select contractors by evaluation and comparison of price, quality of goods or services and past performance. All subgrants awarded by the SUBCONTRACTOR under this Agreement shall be in accordance with Subpart C, Sec. .37, Subsection (b) of the State Uniform Administrative Requirements for Grants and Cooperative Agreements as set forth in Part III of the Uniform Grant Management Standards adopted by the Governor's Office of Budget and Planning.

Heart of Texas Council of Governments Solid Waste Interlocal Agreement

ATTACHMENT E

E. General Contract Provisions

Article 1 Legal Authority

The SUBCONTRACTOR warrants and assures HOTCOG that it possesses adequate legal authority to enter into this Agreement. The SUBCONTRACTOR'S governing body where applicable has authorized the signatory official(s) to enter into this Agreement and bind the SUBCONTRACTOR to the terms of this Agreement and any subsequent amendments hereto. The SUBCONTRACTOR agrees to adhere to the provisions of section 361.014 of the Texas Health and Safety Code, section 330.59 of the TCEQ Municipal Solid Waste Regulations, the Uniform Grant & Contract Management Standards (UGCMS) and the contract between the TCEQ & HOTCOG.

Article 2 Scope of Services

The services to be performed by the SUBCONTRACTOR are herewith outlined in the General Provisions and Change Orders which are hereby incorporated into and made a part of this Agreement as if set out word-for-word herein.

Article 3 Purpose

(a). The purpose of this Contract Agreement is to accomplish the goals of House Bill 3072, 74th Texas Legislature (1995), as they relate to distributing solid waste fee revenue funds to support local and regional solid waste projects consistent with the regional solid waste management plans approved by the TCEQ and to update and maintain those plans.

(b). Under the overall goals of the funding program established under House Bill 3072, the more specific purposes of this Agreement are:

1. To enable HOTCOG to carry out or conduct various municipal solid waste management-related services and support activities within HOTCOG's regional jurisdiction; and
2. To administer an efficient and effective, region-wide, pass-through (subgrantee) assistance grants program and/or, where authorized by HOTCOG in accordance with Article 4 of this Attachment, to conduct various COG - managed projects.

Article 4 Types of Solid Waste Implementation Projects & Applicants

(a). Eligible Pass-Through Grant Recipients

(1). Only those local and regional political subdivisions located within the State of Texas as listed below are eligible to receive funding as a pass-through grant from HOTCOG:

- i. Cities;
- ii. Counties;
- iii. Public schools and school districts (does not include Universities or post secondary educational institutions); and

- iv. Other general and special law districts created in accordance with state law, and with the authority and responsibility for water quality protection or municipal solid waste management, to include river authorities.

(2). Local and regional political subdivisions that are subject to the payment of state solid waste disposal fees and whose fee payments are in arrears, as determined by the TCEQ, are not eligible to receive pass-through grant funding from HOTCOG. The TCEQ shall provide, on a quarterly basis, HOTCOG a list of entities for which fee payments are in arrears. HOTCOG shall allow a potential pass-through grant applicant that is listed as being in arrears in its fee payments the opportunity to provide documentation of payment of the fees owed the state. If the potential applicant provides HOTCOG with documentation of payment of the fees, such as a canceled check or receipt from the state, HOTCOG may consider that applicant to be eligible to receive pass-through grant funding under this Agreement. HOTCOG shall notify the TCEQ of any applicants for which a determination of eligibility was made under this subsection.

(b). Implementation Project Categories

(1). HOTCOG shall ensure that all implementation projects funded under this Agreement fit within the categories set forth in this Section. The category specific funding limitations outlined for each category shall apply to all uses of funds under implementation projects conducted for that category.

Local Enforcement. This category consists of projects which contribute to the prevention of illegal dumping. These projects may include programs to investigate illegal dumping problems, educate the public on illegal dumping laws, and prosecute violators. These programs may also include activities to enforce laws pertaining to the illegal disposal of liquid wastes. When funding is to be provided for the salary of local enforcement officer(s), the SUBCONTRACTOR will certify that at least one officer from the entity has or will attend the TCEQ's Criminal law Enforcement or the equivalent training. If requested by HOTCOG, the SUBCONTRACTOR agrees to furnish documentation, which demonstrates the time spent on local enforcement activities to enforce laws pertaining to illegal dumping.

[1]. Funding limitations specific to this category:

[a]. This category may not include funding for enforcement activities related to the illegal disposal of industrial or hazardous waste. It is understood, however, that industrial or hazardous waste may periodically be discovered at illegal waste disposal sites. Such instances do not preclude the investigation of that site, so long as the funded program is specifically aimed at the illegal disposal of municipal solid waste.

[b]. Grant funds may not be used for either the cleanup of illegal disposal sites or the transportation and/or disposal of wastes collected during such cleanups.

[c]. Equipment purchased solely with grant funds under this program may only be used for activities to enforce laws pertaining to illegal dumping and may not be used for any other law or code enforcement activities. Partially funded equipment should be utilized at a rate of time equal to the proportion of the grant funded cost share.

Source Reduction and Recycling. This category includes projects which provide a direct and measurable effect on reducing the amount of municipal solid waste going into the landfills, by diverting various materials from the municipal solid waste stream for reuse or recycling, or by reducing waste generation at the source. These programs may include implementation of efficiency improvements in the solid waste management system in order to increase source reduction and recycling, to include: full-cost accounting systems and cost-based rate structures; establishment of a solid waste services enterprise fund; and mechanisms to track and assess the level of recycling activity in the community on a regular basis.

[1]. Funding limitations specific to this category.

[a]. Programs and projects funded under this category shall be designed to provide a measurable effect on reducing the amount of municipal solid waste going into landfills.

[b]. Any program or project aimed at demonstrating the use of products made from recycled materials shall have as its primary function the education and training of residents, governmental officials, and others, in order to encourage support for recycling efforts.

[c]. Programs aimed at efficiency improvements to increase the source reduction of solid waste must be coordinated with TCEQ. Any program to develop a full-cost accounting system shall utilize the full-cost accounting guidance prepared by TCEQ.

Citizens' Collection Stations and "Small" Registered Transfer Stations. This category includes projects to construct a citizens' collection station, as these facilities are defined under the TCEQ's Municipal Solid Waste regulations (30 TAC Chapter 330). Municipal Solid Waste Transfer Stations that qualify for registration under Section 330.4(d) or Section 330.4(r) of the regulations may also be funded. A project funded under this category shall include consideration of an integrated approach to solid waste management, to include providing recycling services at the site, if appropriate to the management system in place.

[1]. Funding limitations specific to this category.

[a]. Transfer stations that require a permit from the TCEQ may not be funded.

[b]. Municipal solid waste transfer stations that qualify for registration under Section 330.4(d) of the Municipal Solid Waste regulations may be funded. Specifically, this section covers a municipal solid waste transfer station facility that is used in the transfer of municipal solid waste to a solid waste processing or disposal facility from:

[1]. a municipality with a population of less than 50,000;

[2]. a county with a population of less than 85,000; or

[3]. a facility used in the transfer of municipal solid waste that transfers or will transfer 125 tons per day or less.

[c]. Municipal solid waste transfer stations that qualify for a registration only under this provision of Section 330.4(q) of the Municipal Solid Waste regulations allowing for registration of facilities that recover 10% or more of the waste stream for reuse or recycling, but not also under the provisions of Section 330.4(d), may be funded. However, these components of a transfer facility dedicated to the reuse or recycling activities may qualify for funding under the source reduction and recycling grant category.

[d]. Municipal Solid Waste transfer stations that are used only in the transfer of grease trap waste, grit trap waste, septage, or other similar liquid waste, and which qualify for registration under Section 330.4(r) of the Municipal Solid Waste regulations may be funded under this category. Specifically, Section 330.4(r) of the regulations allows for registration of a liquid waste transfer facility that will receive 32,000 gallons a day or less.

[e]. Only the costs necessary to construct the facility and/or purchase and install necessary equipment may be funded. Costs associated with operating a facility once it is completed may not be funded.

Article 5 Accounting Systems

The SUBCONTRACTOR shall have an accounting system which accounts for costs in accordance with generally accepted accounting standards or principles and complies with applicable State law, regulations, and policies relating to accounting standards or principles. The SUBCONTRACTOR must account for costs in a manner consistent with such standards or principles.

Article 6 Audit/Access to Records

(a). The SUBCONTRACTOR shall maintain and make available for review, inspection and/or audit books, records, documents, and other evidence reasonably pertinent to performance on all work under this Agreement, including negotiated changes or amendments thereto, in accordance with accepted professional practice, appropriate accounting procedures and practices at the SUBCONTRACTOR's Texas office. The SUBCONTRACTOR shall also maintain and make available at its Texas office the financial information and data used by the SUBCONTRACTOR or its designee (including independent financial auditors) in the preparation or support of any cost submission or cost (direct or indirect), price or profit analysis for this Agreement or any negotiated sub-Agreement or change order and a copy of the cost summary submitted to TCEQ, TCEQ, Texas State Auditor's Office or any of the TCEQ's duly authorized representatives, shall have access to such books, records, documents, and other evidence for the purpose of review, inspection and/or audit. During the conduct of any such review, audit or inspection, the SUBCONTRACTOR's books, records, and other pertinent documents may, upon prior conference with the SUBCONTRACTOR, be copied by the TCEQ or any of its duly authorized representatives. All such information shall be handled by the parties in accordance with good business ethics. The SUBCONTRACTOR shall provide proper facilities within the State of Texas for such access and inspection.

(b). Audits conducted pursuant to this provision shall be in accordance with State law, regulations and policy, and generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agency(ies) including the Federal Single Audit Act of 1996 and the State of Texas Uniform Grant Management Standards, to include the State Single Audit attachment.

(c). The SUBCONTRACTOR agrees to disclosure of all information and reports resulting from access to records pursuant to Section (a) above to the TCEQ. Where the audit concerns the SUBCONTRACTOR, the auditing agency will afford the SUBCONTRACTOR an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report.

(d). Records under Section (a) above shall be maintained and made available during the entire period of performance of this Agreement and until three (3) years from date of final TCEQ payment for the project. In addition, those records which relate to any dispute, litigation, or the settlement of claims arising out of such action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.

(e). Access to records is not limited to the required retention periods. The authorized representatives designated in Section (a) of this Article shall have access to records at any reasonable time for as long as the records are maintained.

(f). This audit/access to records Article applies to financial records pertaining to all sub-Agreements and all sub-Agreement change orders and amendments. In addition, this right of access applies to all records pertaining to all sub-Agreements, sub-Agreement change orders and sub-Agreement amendments: to the extent the records reasonably pertain to sub-Agreement performance; if there is any indication that fraud, gross abuse or corrupt practices may be involved; or if the sub-Agreement is terminated for default or for convenience.

(g). TCEQ reserves the right to require the reimbursement of any over-payments determined as a result of any audit or inspection of records kept by the SUBCONTRACTOR on work performed under this Agreement.

(h). The SUBCONTRACTOR agrees to include Sections (a) through (g) of this Article in all sub-Agreements and all change orders directly related to project performance.

Article 7 Insurance and Liability

SUBCONTRACTOR shall maintain insurance coverage for work performed or services rendered under this contract as specified in the Special Provisions. SUBCONTRACTOR understands and agrees that it shall be liable to repay and shall repay upon demand to HOTCOG any amounts determined by HOTCOG, its independent auditors, or any agency of state or federal governments to have been paid in violation of the terms of this Agreement.

Article 8 Amendments to Contract

Any alterations, additions, or deletions to the terms of this contract which are required by changes in Federal Law or Regulations are automatically incorporated into this Agreement without written amendment hereto, and shall become effective on the date designated by such law or regulation, provided if the SUBCONTRACTOR may not legally comply with such change, SUBCONTRACTOR may terminate its participation herein as authorized by Article 9.

HOTCOG may, from time to time, require changes in the Scope of the Services of the SUBCONTRACTOR to be performed hereunder. Such changes that are mutually agreed upon by and between HOTCOG and the SUBCONTRACTOR in writing shall be incorporated into this Agreement.

Article 9 Schedule of Remedies

In accordance with Chapter 2259, Texas Government Code, the following schedule of remedies applies to this contract in the event of substandard performance or other failure to conform to the requirements of the contract or applicable law as set forth in this Section.

- (a) Reject substandard performance and request corrections without charge to the HOTCOG.
- (b) Issue notice of substandard performance or other non-conforming act or omission.
- (c) Request and receive return of any over payments or inappropriate payments.
- (d) Reject reimbursement request and suspend payment pending accepted revision of substandard performance or non-conformity.
- (e) Suspend all or part of the work and/or payments pending accepted revision of substandard performance or non-conformity.
- (f) Reject reimbursement requested and withhold all or partial payments. Funds may be retained by HOTCOG for recovery or administrative costs or returned to funding source as authorized by Agreements with the funding source and by state or federal law.
- (g) Terminate the contract, demand and receive: return all equipment purchased of contract funds, return all unexpected funds, and repayment of expended funds.

If HOTCOG's evaluation finds the SUBCONTRACTOR's performance to be substandard, HOTCOG may provide its written evaluation report to other governmental entities at any time. HOTCOG may also provide its written evaluation report to the public as authorized by law.

Article 10 Termination of Contract

The SUBCONTRACTOR acknowledges that this Agreement may be terminated under the following circumstances:

(a). Convenience

HOTCOG may terminate this Agreement in whole or in part without cause at any time by written notice by certified mail to the contractor whenever for any reason HOTCOG determines that such termination is in the best interest of HOTCOG. Upon receipt of notice of termination, all services hereunder of the SUBCONTRACTOR and its employees and sub-contractees shall cease to the extent specified in the notice of termination. In the event of termination in whole, the SUBCONTRACTOR shall prepare a final invoice within 30 days of such termination reflecting the services actually performed pursuant to the Agreement and to the satisfaction of the Executive Director or his designee which has not appeared on any prior invoice. HOTCOG agrees to pay the SUBCONTRACTOR, in accordance with the terms of the Agreement, for services actually performed and accruing to the benefit of HOTCOG compensation previously paid.

The SUBCONTRACTOR may cancel or terminate this Agreement upon thirty (30) days written notice by certified mail to HOTCOG. The SUBCONTRACTOR may not give notice of cancellation after it has received notice of default from HOTCOG. In the event of such termination prior to completion of the contract provided for herein, HOTCOG, agrees to pay services herein specified on a prorated basis for work actually performed and invoiced in accordance with the terms of this Agreement, less payment of any compensation previously paid.

(b). Default

HOTCOG may, by written notice of default to the SUBCONTRACTOR, terminate the whole or any part of the Agreement in any one of the following circumstances:

1. If the SUBCONTRACTOR fails to perform the services herein specified within the time specified herein or any extension thereof; or

2. If the SUBCONTRACTOR fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or so violates the Agreement in a manner which significantly endangers substantial performance of the Agreement or completion of the services herein specified within a reasonable time, and in either of these two instances does not cure such failure within a period of ten (10) days (or such longer periods of time as may be authorized by HOTCOG in writing) after receiving written notice by certified mail of default from HOTCOG. In the event of such termination, all services of the SUBCONTRACTOR and its employees and subconsultants shall cease and the SUBCONTRACTOR shall prepare a final invoice reflecting the services actually performed pursuant to the Agreement and to the satisfaction of the Executive Director of HOTCOG or his designee which has not appeared on a prior invoice. HOTCOG agrees to pay the SUBCONTRACTOR, in accordance with the terms of this Agreement, for services actually performed and accruing to the benefit of HOTCOG as reflected on said invoices, less payment of any compensation previously paid and less any costs or damages incurred by HOTCOG as a result of such default, including an amount agreed to in writing by HOTCOG and the SUBCONTRACTOR to be necessary to complete the services herein specified, in addition to that which would have been required had the SUBCONTRACTOR completed the services herein specified as required herein.

(c) The SUBCONTRACTOR shall notify HOTCOG immediately upon discovery of any potential or actual conflict of interest. The SUBCONTRACTOR agrees that HOTCOG has sole discretion to determine whether a conflict exists and that HOTCOG may terminate the Agreement at any time, on the grounds of actual or apparent conflict of interest.

The SUBCONTRACTOR shall notify HOTCOG in writing of any actual, apparent, or potential conflict of interest regarding any individual performing or having access to information regarding the work. As applicable, the notification shall include both organizational conflicts of interest and personal conflicts of interest. Any individual with personal conflict of interest shall be disqualified from taking part in any way in the performance of any work that created the conflict of interest.

Article 11 Severability

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

Article 12 Copyright Clause

The state or federal awarding agency and HOTCOG reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state or federal government purposes:

- (1) the copyright of all maps, data, reports, research or other work developed under a grant, subgrant; and
- (2) any rights of copyrights to which a grantee, subgrantee or a subcontractor purchases ownership with grant support. All such data and material shall be furnished to HOTCOG on request.

It is further agreed that the SUBCONTRACTOR shall develop a written affirmative action compliance program for each of its establishments, unless the contract or subcontract is exempt. The SUBCONTRACTOR'S program shall provide in detail the specific steps to guarantee equal opportunity employment keyed to the problems and needs of members of minority groups, including, when there are deficiencies, the development of specific goals and time tables for the prompt achievement of full and equal employment opportunity. Each SUBCONTRACTOR shall include in this affirmative action compliance program a job classification table. This table should include, but need not be limited to, job titles, principal duties, rates of pay, and where more than one rate of pay applies, the applicable rate. The affirmative action compliance program shall be signed by an executive official of the SUBCONTRACTOR. The SUBCONTRACTOR warrants its Affirmative Action Plan or Ordinance meets the requirements of this article.

Article 13 Identification of the Funding Source

The SUBCONTRACTOR shall give credit to the Texas Commission on Environmental Quality and the Heart of Texas Council of Governments as the funding source in all oral presentations, written documents, publicity, and advertisement regarding any activities which ensure from this Agreement. All equipment purchased and/or facilities built as a result of this Agreement shall bear signage which names the

**Texas Commission on Environmental Quality
And
Heart of Texas Council of Governments**

as the funding source. All reports and other documents completed as a part of this Agreement, other than documents prepared exclusively for internal use, shall carry the following notation on the front cover or title page:

**PREPARED IN COOPERATION WITH THE
TEXAS COMMISSION ON ENVIRONMENTAL QUALITY**

Article 14 Data and Publicity

All data and other information developed under this Agreement shall be furnished to HOTCOG and shall be public data and information except to the extent that it is exempted from public access by the Texas Open Records/Public Information Act, Vernon's TEX. Government Code Section 552. Upon Termination of this Agreement, all data and information shall become the joint property of HOTCOG and the SUBCONTRACTOR.

Article 15 Dispute Resolution

Any and all disputes concerning questions of fact or of law arising under this Agreement which are not disposed of by Agreement shall be decided by the Executive Director of HOTCOG or his designee, who shall reduce his decision to writing and provide notice thereof to the SUBCONTRACTOR. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the SUBCONTRACTOR requests a rehearing from the Executive Director of HOTCOG. In connection with any rehearing under this Article, the SUBCONTRACTOR shall be afforded an

opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive.

Pending final decision of a dispute hereunder, the SUBCONTRACTOR shall proceed diligently with the performance of the Agreement and in accordance with HOTCOG's final decision.

Article 16 Oral and Written Agreements

All oral or written Agreements between the parties hereto relating to the subject matter of this Contract which were developed and executed prior to the execution of this Contract have been reduced to writing and are contained herein.

Article 17 Energy Efficiency Standards

The SUBCONTRACTOR shall follow standards and policies on energy efficiency which are contained in the Texas State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

Article 18 ADA Requirements

The SUBCONTRACTOR shall comply with all applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101- 12213 (Pamph 1995).

Article 19 Utilization of Historically Underutilized Business Enterprises

The SUBCONTRACTOR agrees that qualified Historically Underutilized Businesses (HUBs) shall have the maximum practicable opportunity to participate in the performance of this Agreement.

Article 20 Intellectual Property

(a). For the purpose of this Article, "intellectual property" refers to 1) any discovery or invention for which patent rights may be acquired, and 2) any photographs, graphic designs, plans, drawings, specifications, computer programs, technical reports, operating manuals, or other copyrightable materials, and 3) any other materials in which intellectual property rights may be obtained.

(b). If the SUBCONTRACTOR first conceives of, actually puts into practice, discovers, invents, or produces any intellectual property during the course of its work under this Agreement, it shall report that fact to HOTCOG.

(c). The SUBCONTRACTOR may obtain governmental protection for rights in the intellectual property. However, HOTCOG hereby reserves a nonexclusive, royalty-free and irrevocable license to use, publish, or reproduce the intellectual property for sale or otherwise, and to authorize others to do so. HOTCOG also reserves a royalty-free nonexclusive, and irrevocable license to use, publish, or reproduce for sale or otherwise, and to authorize others to use, publish, or reproduce, for sale or otherwise (to the extent consistent with the rights of third parties) any intellectual property for which the SUBCONTRACTOR obtains rights with funds received under this Agreement.

(d). In performing work under this Agreement, the SUBCONTRACTOR shall comply with all laws, rules, and regulations relating to intellectual property, and shall not infringe on any third party's intellectual property rights. It shall hold HOTCOG harmless for, and to the extent permitted by the laws and Constitution of the State of Texas, defend and indemnify HOTCOG against, any claims for infringement related to its work under this Agreement.

(e). The SUBCONTRACTOR shall include provisions adequate to effectuate the purposes of this Article in all subAgreements and subcontracts under this Agreement in the course of which intellectual property may be produced or acquired.

Article 21 Force Majeure

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the parties' control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with HOTCOG.

Article 22 Entire Contract

This Agreement represents the entire Contract between the contracting parties and supersedes any and all prior contracts between the parties, whether written or oral.

Recording of Authorization of Agreements and related Documents with CTWP (re: Copier for County Clerk's Office) Approved on May 5, 2020 and recorded on Page 210 of these minutes.



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'. The signature is written in a cursive, flowing style.

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

Account Type:

B/W CPP 0 Color CPP 0
B/W Printer CPP 0 Color Printer CPP 0

Approx Delivery Date:

Lease Months:

60
B/W Base 0
B/W Printer Base 0

Annual Payment

\$4,297.80
Color Base 0
Color Printer Base 0

| 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

ID # 21281

S/N 13416468

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

Yes 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 |
|---------------------------|-----------------|--------------|-----------|---------|
| | Scott M. Felton | County Judge | | 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 (1.5%) 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 manufacturer'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 1/2 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.

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 |
| | <i>Steve Kallus</i> | <i>Chief Admin. Deputy</i> | <i>5-28-2020</i> |

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.

DELIVERY AND ACCEPTANCE CERTIFICATE

The undersigned Customer, under that certain agreement with CTWP ("we", "us", "our"), which agreement is identified in our records as agreement no. 1561905 ("Agreement") hereby acknowledges that Customer has received, or has been granted access to, the equipment and/or software subject to the Agreement (the "Equipment"). If the Equipment requires installation, Customer also acknowledges that the Equipment has been installed and is in good working order. Customer further acknowledges that it has had a reasonable opportunity to inspect the Equipment and represents that the Equipment is satisfactory and fit for Customer's intended use. Customer hereby unconditionally accepts the Equipment and acknowledges that the Equipment has not been accepted on a "trial" basis.

A copy of this Delivery And Acceptance Certificate containing Customer's original or facsimile signature, or other indication of Customer's intent to agree to the terms set forth herein, shall be treated as an original and shall be enforceable for all purposes.

County of McLennan

Customer

By: X

Steve Kallus

Signature

Steve Kallus Chief Administrative Deputy

Name & Title of Signer

5-28-2020

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."

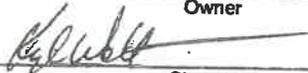
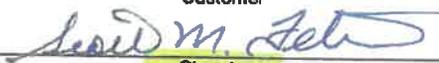
3. The following section 8.A is hereby added to the Agreement:

"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 | Scott M. Felton, County Judge |
| Date Accepted: 5-29-20 | Date: May 5, 2020 |

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  |  |
| | <small>SIGNATURE</small> | <small>PRINT NAME & TITLE</small> |
| OUR SIGNATURE | | <small>DATE</small> |
| CTWP |  | 5-29-20.. |
| | <small>SIGNATURE</small> | <small>DATE</small> |

Document Management Agreement

Agreement No.: 003-1561905



| | | | | | |
|--|--|----------------------------|--|--|--|
| CUSTOMER INFORMATION: | | | SUPPLIER INFORMATION: | | |
| Customer's Full Legal Name: <u>McLennan, County Of</u> | | | 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 #: 74-8002492 | County: McLennan | | | |

| | | | |
|--|--|--|--|
| EQUIPMENT INFORMATION: <input type="checkbox"/> See Attached Equipment Schedule | | Equipment Location (if different than address shown above): <u>As Stated Above</u> | |
| 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: <u>60</u> months | | | Minimum Payment Per Payment Period: \$ 4,297.80 * (*PLUS TAX) | |
| Image Type | Images Included Per Payment Period | Excess Per Image Charge | Payment Period is "Monthly" unless noted here: <u>Annual</u> | |
| Black & White | 0 | 0 * | Excess image charges billed "Quarterly" unless noted here: _____ | |
| 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 | | | Documentation / Processing Fee: \$75.00 | |
| Security Deposit: <u>0</u> | | | | |

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.

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|--|--|
| Customer: <u>County of McLennan</u> By: X Print name: <u>Scott M. Felton</u> Title: <u>County Judge</u> | Owner: <u>CTWP Leasing</u> By: X Print name: _____ Date: <u>5 / 29 / 20</u> |
| 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.

Amanda M. Talbert
Human Resources Director
Human Resources Dept.



McLennan County
214 N. 4th St., Suite 200
Waco, TX 76701-1366
Office: (254)-757-5158

MEMORANDUM

Date: June 30th, 2020

To: Commissioner's Court

From: Amanda Talbert, Human Resources Director, Honorable Dianne Hensley, Justice of the Peace Pct. 1-1 and Honorable David W. Pareya, Justice of the Peace Pct.3

Subject: Requesting Budget Amendment to Fund JP Court Clerk Full Time Position

The Commissioner's Court granted a budget for the addition of a JP Court Clerk for all Justice of the Peace Offices with a dollar placeholder. Justice of the Peace Precinct 1-1 and Precinct 3 are requesting the ability to proceed with the hiring steps to fill their vacant positions as soon as possible. In order to move forward with the staff addition, Justice of the Peace Precinct 1-1 and Precinct 3 requests the Commissioner's Court approval to amend the FY 20 budget and fund the full-time positions outlined below.

| Position Number | Department | Position Title | Pay Grade | Current Budget | Requested Budget Change | Requested Effective Date |
|-----------------|-------------|----------------|-----------|----------------|-------------------------|--------------------------|
| 100001432 | JP Pct. 1-1 | JP COURT CLERK | B04 | \$1 | \$36,497 | 6/30/2020 |
| 100001435 | JP Pct. 3 | JP COURT CLERK | B04 | \$1 | \$36,497 | 6/30/2020 |

The requested budgeted salaries above are based on the average budgeted salary for currently funded JP Court Clerk Positions across all Justice of the Peace Offices. Below is a list of all funded JP Court Clerk positions for reference.

| Position Number | Position Title | Department | Pay Grade | Current Budget |
|-----------------|----------------|--------------------|-----------|----------------|
| 100000225 | JP COURT CLERK | J P - PRECINCT 2 | B04 | 33,994.00 |
| 100000224 | JP COURT CLERK | J P - PRECINCT 1-1 | B04 | 42,708.00 |
| 100000222 | JP COURT CLERK | J P - PRECINCT 1-2 | B04 | 42,553.00 |
| 100000220 | JP COURT CLERK | J P - PRECINCT 3 | B04 | 35,143.00 |
| 100000219 | JP COURT CLERK | J P - PRECINCT 3 | B04 | 35,143.00 |
| 100000221 | JP COURT CLERK | J P - PRECINCT 4 | B04 | 35,613.00 |
| 100000223 | JP COURT CLERK | J P - PRECINCT 1-1 | B04 | 35,937.00 |
| 100000938 | JP COURT CLERK | J P - PRECINCT 5 | B04 | 33,974.00 |
| 100000131 | JP COURT CLERK | J P - PRECINCT 5 | B04 | 33,974.00 |
| 100000228 | JP COURT CLERK | J P - PRECINCT 1-2 | B04 | 35,932.00 |

All of the Justice of the Peace Offices addressed the need for additional positions last year with a request for an additional position to assist with the increased work volume expected from a legislative change effective this coming September. Although this change in work volume isn't expected until September, the positions must be funded prior to advertising the vacancy to accept employment applications. Justice of the Peace Precinct 1-1 and Precinct 3 would like to recruit for and train a new

Talking Points for new clerk position for Justice of the Peace, Pct. Three

During the last session of Texas Legislature, Senate Bill 2342 was passed amending Section 27.031(a) of the Government Code increasing the courts civil jurisdiction to \$20,000. The jurisdictional increase begins September 1, 2020.

- (a) In addition to the jurisdiction and powers provided by the constitution and other law, the justice court has original jurisdiction of:
1. All civil matters in which exclusive jurisdiction is not in the district or county court and in which the amount in controversy is not more than \$20,000;
 2. Example: Foreclosure of mortgages and enforcement of liens on personal property and also forcible entry and detainer (eviction cases) in cases in which the amount of controversy is otherwise within the justice court's civil jurisdiction.

It's hard to give an estimate with regards to the increase in September but a guess might be an increase of 35% to 40% in civil filings.

The e-filing system will also be implemented in the court.

Requirement that all clerk personnel are cross trained.

Thank you for your assistance in this matter. Since I will be unavailable, please call Laura at 826-3341 if you have any further questions.

employee in the months of July and August, so that the position is functional to provide the necessary operational support for September.

-Thank You.

DEFERRED BY COMMISSIONERS COURT
THIS 30 DAY OF June, 2020
[Signature]
COUNTY JUDGE

**NOTICE OF PUBLIC HEARING OF THE
COMMISSIONERS COURT OF MCLENNAN COUNTY
TO CONSIDER FISCAL YEAR 2020 PROVIDER PARTICIPATION PROGRAM PAYMENTS
JULY 7, 2020**

Notice is hereby given that the above named Commissioners Court will hold a virtual public hearing **at 9:00a.m. on July 7, 2020** with the virtual hearing to be held online at: <https://www.youtube.com/channel/UCy1wd8fABH5IRHlf-rJM1wQ> to hear public comments and consider action concerning the amount of the mandatory provider participation payments that McLennan County intends to require of all local nonpublic hospitals in fiscal year (FY) 2020 and how the revenue derived from those payments is to be spent.

The McLennan County Commissioners Court will hold the public hearing pursuant to Chapter 294 of the Texas Health & Safety Code which authorized the creation of the McLennan County local provider participation program. Representatives of local nonpublic hospitals and the public wishing to be heard on these matters may appear before the Commissioners Court at the virtual public meeting.

Due to the current public health crisis, no physical meeting will be open to the public. 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>

PROMOTE • PREVENT • PROTECT



WACO-McLENNAN COUNTY
Public Health District

Waco-McLennan County Public Health District

David Litke, Environmental Health Manager

225 W. Waco Drive, Waco, Texas 76707

Phone 254-750-5464

Fax: 254/750-5424

davidl@wacotx.gov

June 11, 2020

City of Bellmead

City of Beverly Hills

City of Bruceville-Eddy

City of Crawford

City of Gholsen

City of Golinda

City of Hallsburg

City of Hewitt

City of Lacy-Lakeview

City of Leroy

City of Lorena

City of Mart

City of McGregor

City of Moody

City of Riesel

City of Robinson

City of Ross

City of Waco

City of West

City of Woodway

McLennan County

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

Monthly Billing, Reports, and Information for the O.S.S.F. Program – May 2020

In accordance with the cooperative agreement for the O.S.S.F. Program, enclosed is the monthly billing information and reports for May 2020.

- The Invoice for May 2020 OSSF Billing.
- A detailed line item expense report.
- The monthly TCEQ Activity Report (OARS AA monthly report).
- The monthly health district activity report.
- A chart showing the number of applications processed to date for each month of fiscal year 2019-20. The fiscal year permit revenue projection assumes 250 permit applications processed for this year (an average of 23 per month).

Applications received (54) is above the number projected (23).

Total applications received for the year are above projections.

If you have any questions, please feel free to contact me at 750-5465.

Sincerely,

David Litke, R.S.
Environmental Health Manager

Enclosures



CITY OF WACO
Department of Finance
P.O. Box 2570
Waco, Texas, 76702-2570

TO: McLennan County--OSSF
ATT: Frances Bartlett
214 N. 4th Street, Suit 100
Waco, Texas 76701-13666

May 8, 2020

May 2020 OSSF Billing

| | |
|---------------------------|---------------------------|
| May 2020 Billing | (12,669.08) |
| Ending Balance from April | (869.95) |
| | <hr/> |
| Total (Credit Balance) | <u><u>(13,539.03)</u></u> |

Thank you

City of Waco, Texas
2019-2020 Environmental Health: On-Site Sewage Facilities Program

| Org | Object | Description | May | Fiscal Year to Date |
|-------------------------------|--------|------------------------------------|------------------|------------------------|
| <u>EXPENDITURES</u> | | | | |
| 20015109 | 601101 | Supervision-regular | 5,545.24 | 47,227.10 |
| 20015109 | 601102 | Supervision -Overtime | - | - |
| 20015109 | 601201 | Clerical and professional-regular | 2,376.40 | 20,080.62 |
| 20015109 | 601202 | Clerical and professional-overtime | - | - |
| 20015109 | 601301 | Labor operations-regular | 7,682.89 | 65,702.23 |
| 20015109 | 601302 | Labor operations-overtime | - | 7.51 |
| 20015109 | 612101 | Health insurance | 2,702.51 | 20,258.40 |
| 20015109 | 612102 | Life Insurance | 13.94 | 103.63 |
| 20015109 | 612200 | Social security-medicare | 1,112.75 | 9,636.51 |
| 20015109 | 612300 | Pension | 2,340.67 | 19,952.62 |
| 20015109 | 612600 | Worker's comp | 144.34 | 1,231.90 |
| 20015109 | 623100 | Special services | - | - |
| 20015109 | 623105 | Temporary Services | - | - |
| 20015109 | 634401 | Rent of City Facilities | - | - |
| 20015109 | 644801 | Maintenance of equipment | - | - |
| 20015109 | 644803 | Maintenance-vehicle parts | - | 562.79 |
| 20015109 | 644805 | Maintenance-vehicle-outside | - | - |
| 20015109 | 644810 | Maintenance-misc | - | - |
| 20015109 | 644815 | Maintenance-other | - | 400.00 |
| 20015109 | 644825 | Maintenance-fleet | 50.00 | 400.00 |
| 20015109 | 655100 | Property insurance | - | - |
| 20015109 | 655200 | Auto liability | - | 1,496.00 |
| 20015109 | 655300 | General liability | - | 1,787.00 |
| 20015109 | 655600 | Communications | 46.61 | 350.30 |
| 20015109 | 655602 | Communications-cellular phones | 71.91 | 578.73 |
| 20015109 | 655701 | Promotions | - | 805.00 |
| 20015109 | 655800 | Travel - Training | - | - |
| 20015109 | 655850 | Dues & Memberships | - | - |
| 20015109 | 655901 | Hire of equipment | 199.66 | 1,917.02 |
| 20015109 | 666101 | Office supplies | - | 1,106.87 |
| 20015109 | 666102 | Minor tools | - | - |
| 20015109 | 666103 | Non-expendable | - | - |
| 20015109 | 666104 | Software | - | - |
| 20015109 | 666105 | Wearing apparel | - | - |
| 20015109 | 666110 | Supplies-Other | - | - |
| 20015109 | 666301 | Gasoline-diesel-oil | - | 693.63 |
| 20015109 | 666303 | Lubricants | - | 11.29 |
| 20015109 | 666825 | Fleet Service | 54.00 | 432.00 |
| 20015109 | 757404 | Mach & Equip -VEH | - | - |
| | | | <u>22,340.92</u> | <u>194,741.15</u> |
| <u>REVENUES</u> | | | | |
| | | OSSF Program Fees | <u>35,010.00</u> | <u>205,390.00</u> |
| | | Revenues less Expenditures | <u>12,669.08</u> | <u>10,648.85</u> |
| County Approved Budget | | | | <u>84,267.00</u> |
| County Payments | | | | |
| | | Billings from City | | (10,648.85) |
| | | End of Year Balance | | (7,807.13) |
| | | Credit Balance | | 7,807.13 |
| | | Payments in FY 2020 | | <u>(2,890.18)</u> |
| | | Balance (overpayment) | | <u>(13,539.03)</u> |

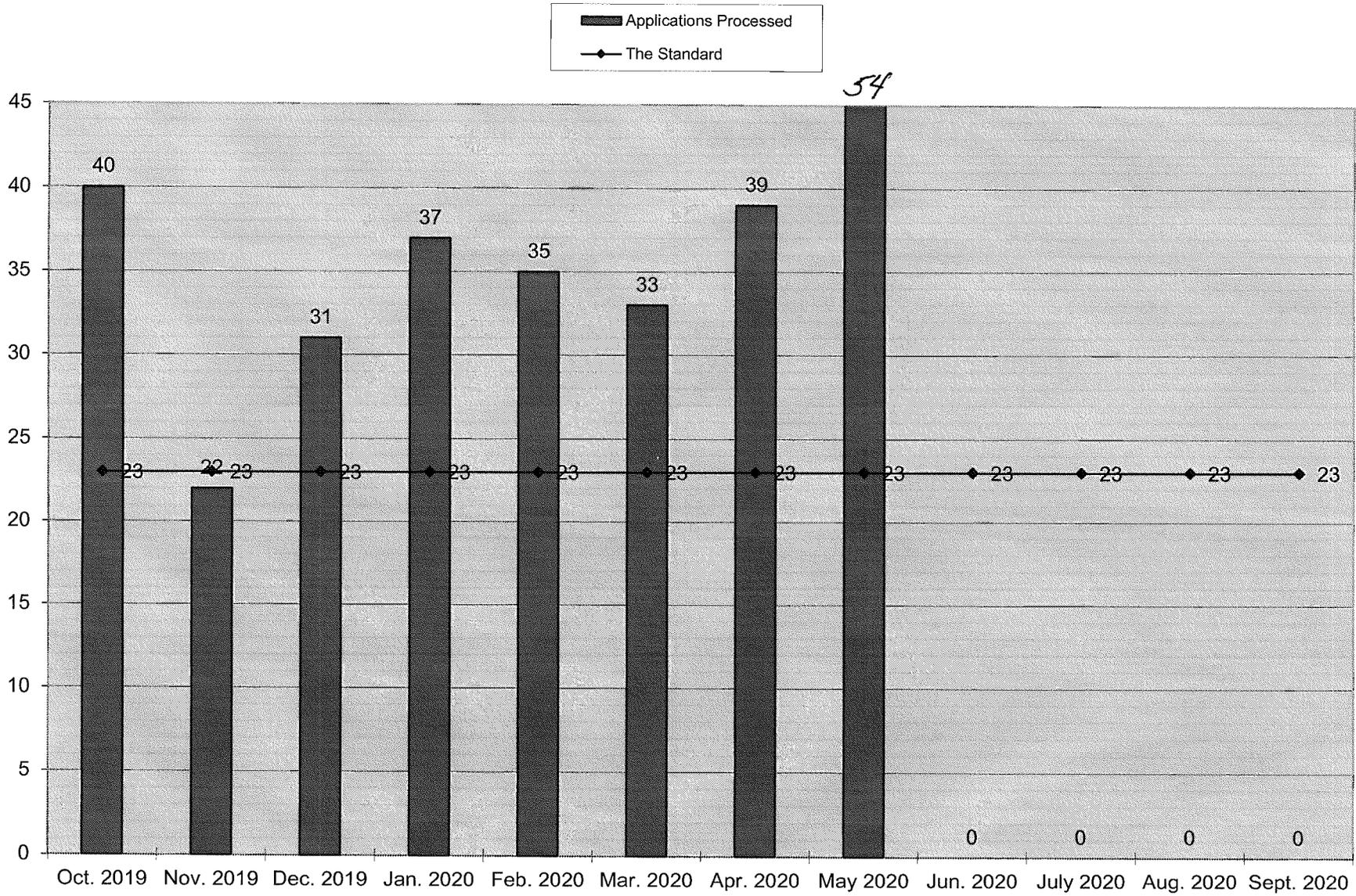
OARS AA Monthly Report - MAY 2020

| | | | | |
|-------------------------------------|-----------------|-----------------------------|-----------------|-----------------------------|
| Account Number: 620132 | | | | |
| Authorizations to Construct | | 41 | | |
| Disposal System Types | | | | |
| Absorptive Mounds | | Gravel-less Pipe | | Pumped Effluent |
| Drip Irrigation | 8 | Leaching Chambers | 1 | Standard Trenches/Beds 2 |
| Evaptranspiration Beds | 1 | Low Pressure Dosing | 2 | Surface Applications 27 |
| EZ Flow systems | | PTI Systems | | Other |
| | Subtotal | 9 | Subtotal | 3 |
| | | | Subtotal | 29 |
| Monthly Enforcement Activity | | | | |
| Complaints Received | 9 | Violations Issued: Nuisance | 10 | Violations Issued :Other 39 |
| Complaints Investigated | 9 | Court Cases Filed: Nuisance | 0 | Court Cases Filed: Other 0 |
| | | Court Convictions: Nuisance | 0 | Court Convictions: Other 0 |

**WACO McLENNAN COUNTY PUBLIC HEALTH DISTRICT
OSSF MONTHLY REPORT - MAY 2020**

| | Applications Processed | Permits to Construct | Approvals Written | Complaints Investigated | Complaints Resolved | Notice of Violations Investigated | Notice of Violations Resolved |
|------------------------|------------------------------|-------------------------------|-----------------------------|------------------------------|----------------------------------|--------------------------------------|----------------------------------|
| | # of Clients Units of Ser | # of Clients Units of Serv | # of Clients Units of Se | # of Clients Units of Ser | # of Clients Units of Service | # of Clients Units of Service | # of Clients Units of Service |
| City of: | | | | | | | |
| Bellmead | | | | | | | |
| Beverly Hills | | | | | | 1 | |
| Bruceville Eddy | | | 1 | | | | |
| Crawford | | | | | | | |
| Gholson | 2 | | 2 | | | | |
| Golinda | | | | | | | |
| Hallsburg | | | | | | | |
| Hewitt | | | | | | | |
| Lacy Lakeview | | | | | | | |
| Leroy | | | | | | | |
| Lorena | | | | | | 3 | 3 |
| Mart | | | | | | | |
| McGregor | | | | | | | |
| County PCT 1 | 17 | 13 | 5 | | | 16 | 21 |
| County PCT 2 | 3 | 3 | 1 | 1 | 1 | 19 | 17 |
| County PCT 3 | 12 | 9 | 13 | 4 | 2 | 30 | 31 |
| County PCT 4 | 17 | 16 | 15 | 4 | | 49 | 40 |
| Moody | | | | | | | |
| Riesel | | | | | | | 2 |
| Robinson | 1 | | | | | 1 | 2 |
| Ross | 1 | | | | | | |
| Waco | 1 | | | | | 2 | 2 |
| West | | | | | | | |
| Woodway | | | | | | | |
| Total | 54 | 41 | 37 | 9 | 3 | 121 | 118 |

Monthly Total of OSSF Applications Processed Fiscal Year 2019-20



The '18-'19 budget assumes 276 applications will be processed this year (approx. 23 per month). The standard line shows the comparison of 23 applications per month with the actual number of applications received.

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

June 8, 2020

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

Received

JUN 09 2020

McLennan County Judge

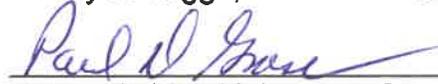
Dear Judge Felton:

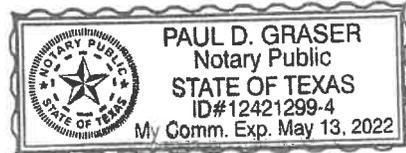
Please see enclosed the detailed Deposit Distribution Report by year and fund for the previous month.

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 May 2020 is true and correct.

SWORN to and subscribed before me this June 8, 2020.


Randy H. Riggs, Tax Assessor/Collector


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



| 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 | 354.80 | .00 | 547.30 | .00 | 902.10 | 201.66 | .00 | .00 | 1,103.76 |
| | I & S | .053400 | 47.41 | .00 | 73.16 | .00 | 120.57 | .00 | .00 | .00 | 120.57 |
| | TOTAL | .452900 | 402.21 | .00 | 620.46 | .00 | 1,022.67 | 201.66 | .00 | .00 | 1,224.33 |
| 2006 | M & O | .383600 | 432.28 | .00 | 704.54 | .00 | 1,136.82 | 251.57 | .00 | .00 | 1,388.39 |
| | I & S | .056400 | 63.58 | .00 | 103.59 | .00 | 167.17 | .00 | .00 | .00 | 167.17 |
| | TOTAL | .440000 | 495.86 | .00 | 808.13 | .00 | 1,303.99 | 251.57 | .00 | .00 | 1,555.56 |
| 2005 | M & O | .391100 | 209.64 | .00 | 355.59 | .00 | 565.23 | 124.24 | .00 | .00 | 689.47 |
| | I & S | .057500 | 30.82 | .00 | 52.29 | .00 | 83.11 | .00 | .00 | .00 | 83.11 |
| | TOTAL | .448600 | 240.46 | .00 | 407.88 | .00 | 648.34 | 124.24 | .00 | .00 | 772.58 |
| 2004 | M & O | .372500 | 114.80 | .00 | 211.53 | .00 | 326.33 | 70.66 | .00 | .00 | 396.99 |
| | I & S | .060400 | 18.60 | .00 | 34.30 | .00 | 52.90 | .00 | .00 | .00 | 52.90 |
| | TOTAL | .432900 | 133.40 | .00 | 245.83 | .00 | 379.23 | 70.66 | .00 | .00 | 449.89 |
| 2003 | M & O | .363200 | 88.85 | .00 | 184.81 | .00 | 273.66 | 48.74 | .00 | .00 | 322.40 |
| | I & S | .068200 | 16.68 | .00 | 34.70 | .00 | 51.38 | .00 | .00 | .00 | 51.38 |
| | TOTAL | .431400 | 105.53 | .00 | 219.51 | .00 | 325.04 | 48.74 | .00 | .00 | 373.78 |
| 2002 | M & O | .349300 | 80.05 | .00 | 176.11 | .00 | 256.16 | 45.89 | .00 | .00 | 302.05 |
| | I & S | .067800 | 15.55 | .00 | 34.19 | .00 | 49.74 | .00 | .00 | .00 | 49.74 |
| | TOTAL | .417100 | 95.60 | .00 | 210.30 | .00 | 305.90 | 45.89 | .00 | .00 | 351.79 |
| 2001 | M & O | .375900 | 61.89 | .00 | 143.59 | .00 | 205.48 | 37.55 | .00 | .00 | 243.03 |
| | I & S | .082000 | 13.50 | .00 | 31.32 | .00 | 44.82 | .00 | .00 | .00 | 44.82 |
| | TOTAL | .457900 | 75.39 | .00 | 174.91 | .00 | 250.30 | 37.55 | .00 | .00 | 287.85 |
| 2000 | M & O | .373500 | 61.49 | .00 | 150.03 | .00 | 211.52 | 37.92 | .00 | .00 | 249.44 |
| | I & S | .072900 | 12.00 | .00 | 29.28 | .00 | 41.28 | .00 | .00 | .00 | 41.28 |
| | TOTAL | .446400 | 73.49 | .00 | 179.31 | .00 | 252.80 | 37.92 | .00 | .00 | 290.72 |
| ALL | M & O | | 795,087.86 | .00 | 93,591.34 | 12,508.67- | 876,170.53 | 26,524.42 | .00 | .00 | 915,203.62 |
| ALL | I & S | | 41,359.70 | .00 | 5,249.08 | 646.27- | 45,962.51 | .00 | .00 | .00 | 46,608.78 |
| ALL | TOTAL | | 836,447.56 | .00 | 98,840.42 | 13,154.94- | 922,133.04 | 26,524.42 | .00 | .00 | 961,812.40 |
| DLQ | M & O | | 41,162.71 | .00 | 19,274.80 | 252.65- | 60,184.86 | 11,844.93 | .00 | .00 | 72,282.44 |
| DLQ | I & S | | 2,414.94 | .00 | 1,410.22 | 13.16- | 3,812.00 | .00 | .00 | .00 | 3,825.16 |
| DLQ | TOTAL | | 43,577.65 | .00 | 20,685.02 | 265.81- | 63,996.86 | 11,844.93 | .00 | .00 | 76,107.60 |
| CURR | M & O | | 753,925.15 | .00 | 74,316.54 | 12,256.02- | 815,985.67 | 14,679.49 | .00 | .00 | 842,921.18 |
| CURR | I & S | | 38,944.76 | .00 | 3,838.86 | 633.11- | 42,150.51 | .00 | .00 | .00 | 42,783.62 |
| CURR | TOTAL | | 792,869.91 | .00 | 78,155.40 | 12,889.13- | 858,136.18 | 14,679.49 | .00 | .00 | 885,704.80 |

06/01/2020 07:31:18 3473664
 TC298-D SELECTION: DEPOSIT
 RECEIPT DATE: ALL
 LOCATION: ALL

TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 FROM: 05/01/2020 THRU 05/31/2020
 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 | 51.78 | .00 | 36.22 | .00 | 88.00 | 9.31 | .00 | .00 | 97.31 |
| | I & S | .000000 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 |
| | TOTAL | .023685 | 51.78 | .00 | 36.22 | .00 | 88.00 | 9.31 | .00 | .00 | 97.31 |
| 2011 | M & O | .021548 | 24.61 | .00 | 20.91 | .00 | 45.52 | 7.93 | .00 | .00 | 53.45 |
| | I & S | .000000 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 |
| | TOTAL | .021548 | 24.61 | .00 | 20.91 | .00 | 45.52 | 7.93 | .00 | .00 | 53.45 |
| 2010 | M & O | .021548 | 39.90 | .00 | 41.52 | .00 | 81.42 | 14.88 | .00 | .00 | 96.30 |
| | I & S | .000000 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 |
| | TOTAL | .021548 | 39.90 | .00 | 41.52 | .00 | 81.42 | 14.88 | .00 | .00 | 96.30 |
| 2009 | M & O | .021600 | 28.57 | .00 | 35.67 | .00 | 64.24 | 12.37 | .00 | .00 | 76.61 |
| | I & S | .000000 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 |
| | TOTAL | .021600 | 28.57 | .00 | 35.67 | .00 | 64.24 | 12.37 | .00 | .00 | 76.61 |
| 2008 | M & O | .014200 | 13.81 | .00 | 18.18 | .00 | 31.99 | 6.08 | .00 | .00 | 38.07 |
| | I & S | .000000 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 |
| | TOTAL | .014200 | 13.81 | .00 | 18.18 | .00 | 31.99 | 6.08 | .00 | .00 | 38.07 |
| 2007 | M & O | .012300 | 10.83 | .00 | 16.69 | .00 | 27.52 | 5.43 | .00 | .00 | 32.95 |
| | I & S | .000000 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 |
| | TOTAL | .012300 | 10.83 | .00 | 16.69 | .00 | 27.52 | 5.43 | .00 | .00 | 32.95 |
| 2006 | M & O | .011900 | 13.23 | .00 | 21.63 | .00 | 34.86 | 6.74 | .00 | .00 | 41.60 |
| | I & S | .000000 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 |
| | TOTAL | .011900 | 13.23 | .00 | 21.63 | .00 | 34.86 | 6.74 | .00 | .00 | 41.60 |
| 2005 | M & O | .011300 | 5.98 | .00 | 10.17 | .00 | 16.15 | 3.10 | .00 | .00 | 19.25 |
| | I & S | .000000 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 |
| | TOTAL | .011300 | 5.98 | .00 | 10.17 | .00 | 16.15 | 3.10 | .00 | .00 | 19.25 |
| 2004 | M & O | .012000 | 3.70 | .00 | 6.80 | .00 | 10.50 | 1.96 | .00 | .00 | 12.46 |
| | I & S | .000000 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 |
| | TOTAL | .012000 | 3.70 | .00 | 6.80 | .00 | 10.50 | 1.96 | .00 | .00 | 12.46 |
| 2003 | M & O | .009300 | 2.29 | .00 | 4.74 | .00 | 7.03 | 1.05 | .00 | .00 | 8.08 |
| | I & S | .000000 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 |
| | TOTAL | .009300 | 2.29 | .00 | 4.74 | .00 | 7.03 | 1.05 | .00 | .00 | 8.08 |
| 2002 | M & O | .011500 | 2.63 | .00 | 5.80 | .00 | 8.43 | 1.25 | .00 | .00 | 9.68 |
| | I & S | .000000 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 |
| | TOTAL | .011500 | 2.63 | .00 | 5.80 | .00 | 8.43 | 1.25 | .00 | .00 | 9.68 |
| 2001 | M & O | .011700 | 1.92 | .00 | 4.46 | .00 | 6.38 | .95 | .00 | .00 | 7.33 |
| | I & S | .000000 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 | .00 |
| | TOTAL | .011700 | 1.92 | .00 | 4.46 | .00 | 6.38 | .95 | .00 | .00 | 7.33 |

MERCHANTS BONDING COMPANY™

MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

TEXAS OFFICIAL BOND AND OATH

THE STATE OF TEXAS

County of McLennan

} ss.

Bond No. TX5170581

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Harold Holder, as Principal, and the MERCHANTS BONDING COMPANY (Mutual), a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto McLennan County Constable Precinct 2, his successors in office, in the sum of One Thousand Five Hundred (\$1,500.00) DOLLARS, for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

THE CONDITION OF THE ABOVE OBLIGATION is such, that, whereas, the above bounden Principal was on the 1st day of January, 2019, duly Appointed to the office of Deputy Constable in and for McLennan County in the State of Texas, for a term beginning the 26th day of July, 2020 and ending the 26th day of July, 2021.

Now, therefore, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall faithfully perform the duties of the office

then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be canceled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Dated this 20th day of April, 2020

Harold Holder

Principal

Harold Holder

Harold Holder

MERCHANTS BONDING COMPANY (Mutual)

By:

Sheri Pinchback

Sheri Pinchback Attorney-in-Fact

ACKNOWLEDGEMENT OF PRINCIPAL

THE STATE OF TEXAS

County of McLennan

} ss.

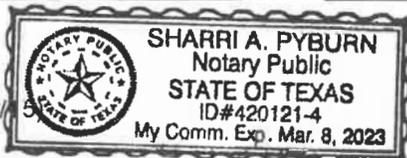
Before me, Harold Holder, a notary public, on this day personally appeared

Harold Holder

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, at 929 ELM Ave WACO TEXAS 76704 this 16 day of June, 2020

SEAL



Sharrri A Pyburn
McLennan

County, Texas.

OATH OF OFFICE
(COUNTY COMMISSIONERS and COUNTY JUDGE)

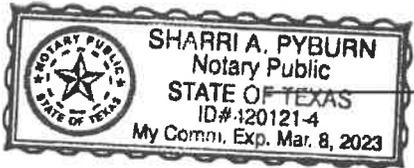
I, Harold Holder, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Deputy Constable Office Pct #2 of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrants as may issue to me as fees of office. So help me God.

Signed Harold Holder

Sworn to and subscribed before me at 929 EIM Ave WACO, Texas, this 16 day of June, 2020

Sharrri A Pyburn
McLennan County, Texas

SEAL



OATH OF OFFICE
(General)

I, _____, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of _____ of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God.

Signed _____

Sworn to and subscribed before me at _____, Texas, this _____ day of _____

_____ County, Texas

SEAL

THE STATE OF TEXAS } ss
County of _____

The foregoing bond of _____ in and for _____ County and State of Texas, this day approved in open Commissioner's Court.

ATTEST: _____ Date _____

Clerk _____ County Judge,
County Court _____ County _____ County, Texas

THE STATE OF TEXAS } ss
County of _____

I, _____, County Clerk, in and for said County, do hereby certify that the foregoing Bond dated the _____ day of _____, with its certificates of authentication, was filed for record in my office the _____ day of _____, at _____ o'clock _____ M., and duly recorded the _____ day of _____, at _____ o'clock _____ M., in the Records of Official Bonds of said County in Volume _____, on page _____

WITNESS my hand and the seal of the County Court of said County, at office in _____, Texas, the day and year last above written.

Clerk
By _____ Deputy County Court _____ County

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Sheri Pinchback

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 20th day of April, 2020.

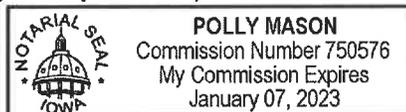


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 20th day of April, 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Polly Mason

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 20th day of April, 2020.



William Warner Jr.

Secretary



MERCHANTS BONDING COMPANY (MUTUAL) • MERCHANTS NATIONAL BONDING, INC.
P.O. BOX 14498 • DES MOINES, IOWA 50306-3498 • (800) 678-8171 • (515) 243-3854 FAX

IMPORTANT NOTICE

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company. If you don't, you may lose your right to appeal.

Merchants Bonding Company (Mutual)

To get information or file a complaint with your insurance company:

Call: Compliance Officer at 800-678-8171

Toll-free: 1-800-678-8171

Email: regulatory@merchantsbonding.com

Mail: P.O. Box 14498, Des Moines, IA 50306-3498

To get insurance information you may also contact your agent:

J & H Insurance Services Inc

Call: 254-772-6074

Mail: 510 N Valley Mills Dr #701 Waco, TX 76710

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

TEXAS ENDORSEMENT

The following has been added, and supersedes any provision to the contrary.

The following actions shall be commenced within 2 years and 1 day:

1. Any claim, action, suit or proceeding against the Surety.

MERCHANTS BONDING COMPANY™

MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

TEXAS OFFICIAL BOND AND OATH

THE STATE OF TEXAS

County of McLennan

} ss.

Bond No. TX5132632

KNOW ALL PERSONS BY THESE PRESENTS:

That we, ANTHONY JENKINS, as Principal, and the MERCHANTS BONDING COMPANY (Mutual), a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto McLennan County Constable, his successors in office, in the sum of One Thousand Five Hundred Dollars (\$1,500.00) DOLLARS, for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

THE CONDITION OF THE ABOVE OBLIGATION is such, that, whereas, the above bounden Principal was on the 10th day of July, 2018, duly Appointed to the office of Deputy Constable in and for McLennan County in the State of Texas, for a term beginning the 10th day of July, 2020 and ending the 10th day of July, 2022.

Now, therefore, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall faithfully perform the duties of the office

then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be canceled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Dated this 20th day of April, 2020

ANTHONY JENKINS

Principal

ANTHONY JENKINS

MERCHANTS BONDING COMPANY (Mutual)

By: Sheri Pinchback

Sheri Pinchback Attorney-in-Fact

ACKNOWLEDGEMENT OF PRINCIPAL

THE STATE OF TEXAS

County of McLennan

} ss.

Before me, Anthony Jenkins, a notary public, on this day personally appeared

ANTHONY JENKINS

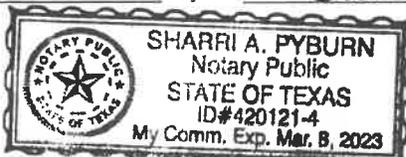
known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, at 929 Elm Ave Waco, Texas 76704

this 16 day of June, 2020

SEAL

PO 0123 TX (2/15)



McLennan

County, Texas.

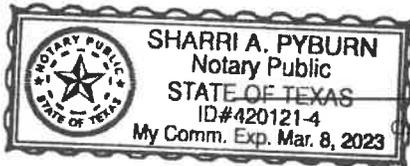
OATH OF OFFICE
(COUNTY COMMISSIONERS and COUNTY JUDGE)

I, Anthony Jenkins, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Deputy Constable office Pct #2 of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrants as may issue to me as fees of office. So help me God.

Signed Anthony Jenkins

Sworn to and subscribed before me at 929 ELM AVE WACO, Texas, this 16 day of June, 2020

SEAL



Sharrri A. Pyburn
McLennan County, Texas

OATH OF OFFICE
(General)

I, _____, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of _____ of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God.

Signed _____

Sworn to and subscribed before me at _____, Texas, this _____ day of _____

SEAL

County, Texas

THE STATE OF TEXAS

County of _____ } ss

The foregoing bond of _____ in and for _____ County and State of Texas, as this day approved in open Commissioner's Court.

ATTEST: _____ Date _____

County Court _____ County _____ County, Texas

THE STATE OF TEXAS

County of _____ } ss

I, _____, County Clerk, in and for said County, do hereby certify that the foregoing Bond dated the _____ day of _____, with its certificates of authentication, was filed for record in my office the _____ day of _____, at _____ o'clock _____ M., and duly recorded the _____ day of _____, at _____ o'clock _____ M., in the Records of Official Bonds of said County in Volume _____, on page _____

WITNESS my hand and the seal of the County Court of said County, at office in _____, Texas, the day and year last above written.

Clerk

By _____ Deputy _____ County Court _____ County

MERCHANTS
BONDING COMPANYTM
POWER OF ATTORNEY

TX5132632

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Sheri Pinchback

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 20th day of April, 2020.

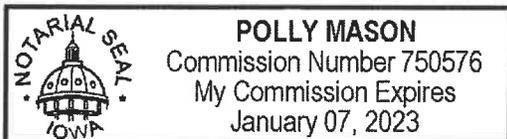


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 20th day of April, 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Polly Mason
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 20th day of April, 2020.



William Warner Jr.
Secretary

TEXAS ENDORSEMENT

The following has been added, and supersedes any provision to the contrary.

The following actions shall be commenced within 2 years and 1 day:

1. Any claim, action, suit or proceeding against the Surety.



MERCHANTS BONDING COMPANY (MUTUAL) • MERCHANTS NATIONAL BONDING, INC.
P.O. Box 14498 • DES MOINES, IOWA 50306-3498 • (800) 678-8171 • (515) 243-3854 FAX

IMPORTANT NOTICE

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company. If you don't, you may lose your right to appeal.

Merchants Bonding Company (Mutual)

To get information or file a complaint with your insurance company:

Call: Compliance Officer at 800-678-8171

Toll-free: 1-800-678-8171

Email: regulatory@merchantsbonding.com

Mail: P.O. Box 14498, Des Moines, IA 50306-3498

To get insurance information you may also contact your agent:

Call:

Mail:

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

MERCHANTS 
BONDING COMPANY™

MERCHANTS BONDING COMPANY (MUTUAL) • MERCHANTS NATIONAL BONDING, INC.
P.O. BOX 14498 • DES MOINES, IOWA 50306-3498 • (800) 678-8171 • (515) 243-3854 FAX

Please send all notices of claim on this bond to:

Merchants Bonding Company (Mutual) / Merchants National Bonding, Inc.

P.O. Box 14498

Des Moines, Iowa 50306-3498

(515) 243-8171

(800) 678-8171

Physical Address: 6700 Westown Parkway, West Des Moines, Iowa 50266

McLennan County Credit Card Purchases

| Department | Amount | Description |
|-------------------------------|------------|--|
| Adult Probation | \$360.00 | Purchase of four 6-month Zoom plans @\$90 each |
| Jack Harwell Detention Center | \$150.00 | Purchase of a 1 year Zoom subscription |
| Tax Office | \$80.00 | Purchase of parts for a letter opener |
| Health Services | \$90.00 | Purchase of business cards for 3 employees |
| Elections | \$30.00 | Purchase of VGA-HDMI Adapter |
| Health Services | \$2,104.00 | Purchase of 2 laptop computers and accessories |
| Information Technology | \$2,900.00 | Purchase of 3 laptop computers |

FINAL PLAT OF
“BENTLEY ADDITION, LOTS 1-6, BLOCK 1”
TO MCLENNAN COUNTY
PRECINCT 1

On this the 7th day of July 2020 there came before the Commissioners Court the matter of approving the final plat of land being “BENTLEY ADDITION, LOTS 1-6, BLOCK 1” to McLennan County, Texas according to the plat of said addition submitted by Mitchell & Associates, Inc..

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

Fieldnotes for 35.72 Acres of land out of the HUGH MILLER SURVEY, Abstract Number 574 in McLennan County, Texas, being all of that tract of land described in a deed to Mitchell Bentley, recorded under McLennan County Clerk's File Number 2018027142 of the Official Public Records of McLennan County, Texas. Described as follows with bearings based on the State Plane Coordinate System, Texas Central, NAD 83.

Beginning at a 1/2-inch iron rod found at the Southwest corner of said 35.72 acres in the East line of that called 354.85 acre tract known as Tract One in a deed to McElla Group, LLC., recorded under McLennan County Clerk's File Number 2005001937 of the Official Public Records of McLennan County, Texas, for the Southwest corner of this tract;

THENCE N 30degrees 10minutes 09seconds W 842.89 feet to a 1/2-inch iron rod found in the East line of said 354.85 acre tract, at the Southwest corner of that called 33.88 acre tract described in a deed to Michael H. Mayo and wife, Brenda S. Mayo, recorded under McLennan County Clerk's File Number 2020000304 of the Official Public Records of McLennan County, Texas, for the Northwest corner of this tract;

THENCE N 59degrees 42minutes 15seconds E 1271.11 feet to a 60d nail found at the South corner of said 33.88 acre tract, at the Southwest corner of that called 2.31 acre tract described in a deed to Joel B. Smedshammer and Andrea J. Smedshammer, recorded under McLennan County Clerk's File Number 2018030628 of the Official Public Records of McLennan County, Texas, for a Northerly corner of this tract;

THENCE N 63degrees 57minutes 32seconds E 460.53 feet to a 1/2-inch iron rod found at the South corner of said 2.31 acre tract, for an interior corner of this tract;

THENCE N 28degrees 52minutes 33seconds W 36.49 feet to a 1/2-inch iron rod found at an interior corner of said 2.31 acre tract, for the North corner of this tract;

THENCE N 66degrees 13minutes 05seconds E 140.69 feet to a point in the approximate center Southwinds Drive, at the Southeast corner of said 2.31 acre tract, for the Northeast corner of this tract, from which a 1/2-inch iron rod set capped "M&A" bears S 66degrees 13minutes 05seconds W 30.00 feet;

THENCE S 30degrees 11minutes 15seconds E 815.97 feet along the approximate center of Southwinds Drive to a point at the Northeast corner of that called 2.210 acre tract described in a deed to Ryan A. Smith recorded under McLennan County Clerk's File Number 2010037191 of the Official Public Records of McLennan County, Texas, for the Southeast corner of this tract, from which a 1/2-inch iron rod set capped "M&A" bears S 59degrees 17minutes 54seconds W 30.00 feet;

THENCE S 59degrees 17minutes 54seconds W 1871.42 feet to the POINT OF BEGINNING, containing 35.72 acres of land.

FINAL PLAT
LOTS 1 - 6, BLOCK 1, BENTLEY ADDITION
to McLennan County, Texas, being all of that tract of land described in a deed to Mitchell Bentley, recorded under McLennan County Clerk's File Number 2018027142 of the Official Public Records of McLennan County, Texas.

STATE OF TEXAS
COUNTY OF McLENNAN

That Mitchell Bentley, being the owner of the property described above and wishing to subdivide same into lot and block do hereby adopt the plat attached hereto and titled FINAL PLAT LOTS 1 - 6, BLOCK 1, BENTLEY ADDITION to McLennan County, Texas, being all of that tract of land described in a deed to Mitchell Bentley, recorded under McLennan County Clerk's File Number 2018027142 of the Official Public Records of McLennan County, Texas, as my legal subdivision of same and do hereby dedicate all rights-of-way and easements shown hereon to the use of the public forever. Any private improvements placed in said rights-of-way and easements shall be placed at no risk or obligation to the Public and McLennan County 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 or easements. The sale of the lot shown on this plat shall be made in accordance therewith, subject to all restrictions and conditions recorded in McLennan County, Texas Real Property Records pertaining to such subdivision.

By: Mitchell Bentley
13380 Chapel Road
Lorena, TX 76655

STATE OF TEXAS
COUNTY OF McLENNAN

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

Given under my hand and seal of office this the _____ day of _____, 2020.

Notary Public in and for the State of Texas

STATE OF TEXAS
COUNTY OF McLENNAN

McLennan County Commissioners Court Certification

I hereby certify that the attached and foregoing plat and field notes of "FINAL PLAT LOTS 1 - 6, BLOCK 1, BENTLEY ADDITION to McLennan County, Texas," was approved by the McLennan County Commissioners Court on this the _____ day of _____, 2020, such approval not to be construed as an obligation on the part of the County for the construction and/or maintenance of any road(s) or other improvements shown thereon.

McLennan County Commissioners' Court

By: _____
McLennan County Judge

STATE OF TEXAS
COUNTY OF McLENNAN

This statement certifies that planning materials and a facility suitability report prepared by Tomchesson Professional Services - Anthony Tomchesson #85608, on the 14th day of May, 2020 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 _____ day of _____, 2020.

By: David Litke, Environmental Health Manager

STATE OF FLORIDA
COUNTY OF DUVAL

DEED OF TRUST HOLDER ACKNOWLEDGMENT

The deed of trust holder signed below 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 upon property on which they hold a deed of trust. Those below hereby concur in and join in the dedication of the subdivision of the property described in the dedication.

Name of Trust Holder:

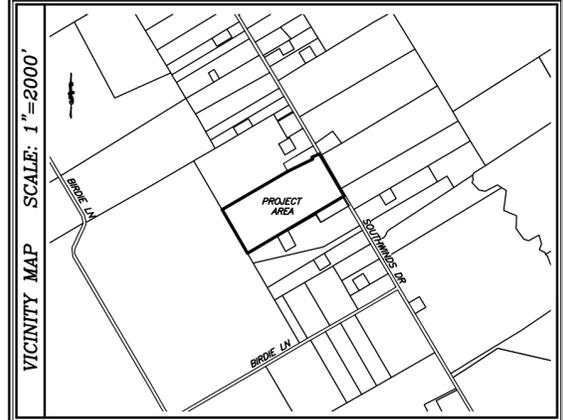
LoanCare, LLC
601 Riverside Avenue
Jacksonville, Florida 32204

"MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of PO Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS. MERS/MIN # 1003924 1120325954 7

Mortgage Electronic Registration Systems, Inc. as Nominee for Lakeview Loan Servicing, Its Successors and Assigns.

By: Midge Baker - Manager

COUNTY CLERK'S FILE NUMBER



Based upon what can be scaled from the graphics shown on Federal Insurance Rate Map (FIRM), Community Panel No.48309C0700C, Dated SEPTEMBER 26, 2008, the property shown on this plat appears to be situated in Zone "X". Under "OTHER AREAS" Zone "X" is defined as "Areas determined to be outside the 0.2% annual chance floodplain". This flood statement does not imply that this tract will never flood, nor does it create any liability in such event on the part of this surveyor or this company.

MITCHELL & ASSOCIATES, INC. DOES NOT MAKE OR WARRANT ANY FLOOD ZONE DETERMINATION.

Water provided by: Levi WSC CCN# 10018
Electric Service provided by: Oncor
Sewer provided by: On-Site Sewage Facility
School District: Bruceville Eddy ISD

Property on which you hold a Deed of Trust:

FINAL PLAT LOTS 1 - 6, BLOCK 1, BENTLEY ADDITION to McLennan County, Texas, being all of that tract of land described in a deed to Mitchell Bentley, recorded under McLennan County Clerk's File Number 2018027142 of the Official Public Records of McLennan County, Texas,

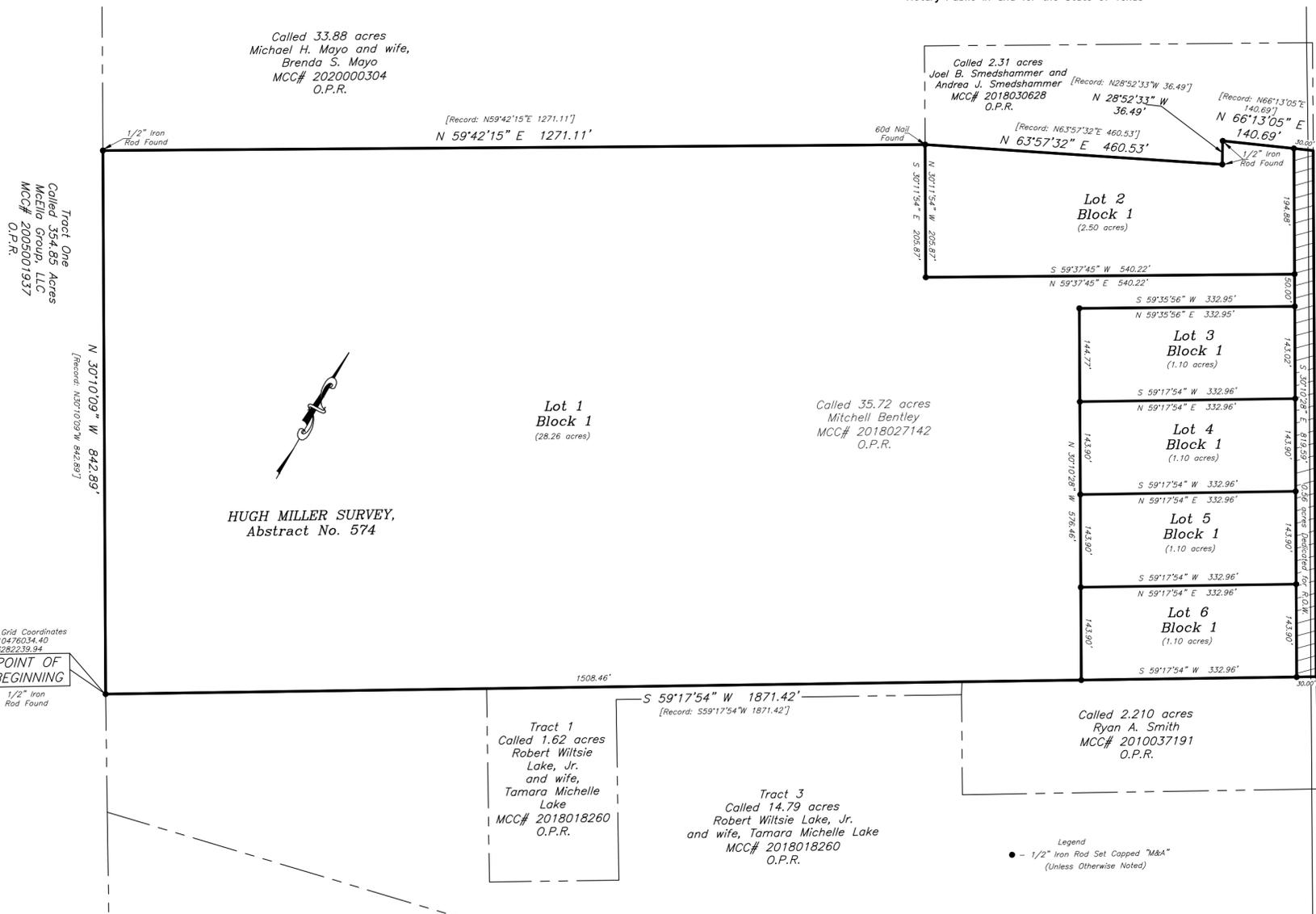
STATE OF FLORIDA
COUNTY OF DUVAL

Before me, the undersigned authority, Notary Public in and for the State of Florida, on this day personally appeared Midge Baker, known to be the person whose name is subscribed to the foregoing instrument and she acknowledged to me that she executed the same for the purpose and considerations therein expressed and in the capacity therein stated.

Given under my hand and seal of office this the _____ day of _____, 2020.

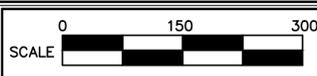
Notary Public in and for the State of Texas

COUNTY CLERK'S FILE NUMBER



MITCHELL & ASSOCIATES, INC.
ENGINEERING & SURVEYING
600 Austin Ave. Ste. 29, Waco Texas (254) 776-5151
T. B. P. L. S. FIRM REGISTRATION NO. 10194044

Sheet: 1 of 1



ADDRESS: Southwinds Drive DATE: April, 2020
WORK ORDER NO. 20-03-3541 DRAWN BY: JRW
DIGITAL FILE 20-03-3541.dwg FIELDBOOK/P.G. TG 42/7

SURVEYORS RED SEAL

SURVEYORS CERTIFICATION

The plat shown hereon was prepared from an on the ground survey performed by me in March, 2020 and corner monuments are as shown.

Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

Robert E. Mitchell R.P.L.S. 5801

SURVEYED: 3/26/2020

Copyright: Mitchell & Associates, Inc., 2020.

MREA

Millard Real Estate Advisors, Inc.

Real Estate Brokerage, Consulting, Valuation & ROW Services

Michael D. Millard

Licensed Real Estate Broker
Licensed Property Tax Consultant
State Certified General Real Estate Appraiser
MAI, Appraisal Institute

P.O. Box 7690
Waco, TX 76714
(254) 776-3734
mike@millard-texas.com

March 31, 2020

Mr. Walter Kent, Jr.
12652 Chapel Road
Lorena, TX 76655-3009

RE: Right-of-Way Acquisition - Memorandum of Agreement
McLennan County, TX
Project - McLennan County, TX - Chapel Road Improvements Project (Old Lorena Road to Ritchie Road)

Project Property Name: P-6Wa - Kent
Property Owner: Walter Kent, Jr.
Property Street Address: 12652 Chapel Road (12648 Chapel Road Per Appraisal District)
Appraisal District Property Tax ID #: 131192

Dear Mr. Kent:

This is to confirm the willingness to sign McLennan County's WARRANTY DEED document that has been previously forwarded to you for review, which is for the purchase of **0.019 Acres** of fee simple right-of-way area along Chapel Road as it pertains to the referenced property, for a total monetary compensation payment in the amount of **\$1,376.00**, and the following provisions that you, as the Property Owner or representative of the Property Owner, and McLennan County have agreed to:

1. Once the fee simple right-of-way area has been acquired, and the Property Owner has received all due compensation, the Property Owner hereby gives McLennan County, and/or its Contractor(s), permission to access the acquired property.
2. 7 days prior to McLennan County's Contractor(s) starting the project's initial construction work within the acquired fee simple right-of-way area, McLennan County, and/or its Contractor(s), shall notify the Property Owner.
3. McLennan County, without any cost to the Property Owner, will pay the cost of recording all instruments/documents pertaining to this transaction, along with any other typical closing cost expenses that may be incurred, except for payment of lien debt of the Property Owner. If McLennan County elects to obtain a title policy for the property rights that it is obtaining, it will do so at its own expense. If applicable, the Property Owner will cooperate in curing any title issues, obtaining any releases of lien(s)/judgement(s) and/or obtaining any lienholder's consent(s), but does not commit to expenditure of any money to do so unless such is for payment of a portion of a lien debt out of the proceeds of this transaction. If a Lienholder(s) may require any part of the monetary compensation to be received by the Property Owner be paid to the Lienholder(s) by the Property Owner as it may relate to any applicable lien debt so that any applicable releases of lien(s) and/or any lienholder's consent(s) can be obtained, such amount shall either be 1.) deducted from the amount to be paid to the Property Owner and be paid directly to the Lienholder by McLennan County, or 2.) paid directly to the Lienholder by the Property Owner as may be required. If any part of the property is leased, the Property Owner will assist with getting any applicable lease release document(s) signed.

4. If the property has a pole mounted mailbox that may be affected by this project, and in lieu of any compensation being paid for the pole mounted mailbox or for the cost to relocate the pole mounted mailbox, McLennan County, and/or its Contractor(s), shall relocate any applicable pole mounted mailbox as part of this project at no cost to the Property Owner.
5. If the property has an existing drive approach area that may be situated in the existing road right-of-way area that may be affected by this project, and in lieu of any compensation being paid for the existing drive approach area that may be situated in the existing road right-of-way area, McLennan County, and/or its Contractor(s), shall reinstall a new drive approach to the property as part of this project that is equivalent to, or better than, the existing drive approach area that may be situated in the existing road right-of-way area. This shall be done at no cost to the Property Owner. This shall include reinstalling 2 new drive approach areas at the locations of the property's 2 existing drive approach areas.
- 6.. The total monetary compensation payment noted herein includes payment for the fee simple right-of-way area noted within the attached Walker Partners' Survey (**Exhibit "B"**), and as described in the WARRANTY DEED document, less oil, gas and sulphur, and for any applicable improvements that may be situated within the boundary areas of the acquired fee simple right-of-way area and/or that may be affected by the acquisition of the fee simple right-of-way area. The total monetary compensation noted herein includes compensation for the following listed improvement items that may be located within the fee simple right-of-way area and/or that may be affected by the acquisition of the fee simple right-of-way area, and no other items unless listed:
 - 1.) Gravel Paving
 - 2.) PVC Culvert Pipe***
7. The Property Owner acknowledges that the compensation being received from McLennan County is in full payment for the value of any property interests/rights and/or any applicable improvements being acquired by McLennan County, and for any applicable effects that may be caused to the remainder property.
8. The Property Owner acknowledges that it has received a copy of "The State of Texas Landowner's Bill of Rights".
9. This Memorandum of Agreement and the noted total compensation are subject to approval by McLennan County. If this Memorandum of Agreement and the noted total compensation are not approved by McLennan County, this transaction and Memorandum of Agreement may be terminated by McLennan County.
10. If any applicable title issues cannot be cured, this transaction and Memorandum of Agreement may be terminated at the sole discretion of McLennan County. If any applicable "Lienholder Release Document", "Judgement Release Document" and/or "Lienholder Consent Document" cannot be obtained, this transaction and Memorandum of Agreement may be terminated at the sole discretion of McLennan County.
11. If this document is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement. Electronic signature or scanned PDF signature will be considered of equal standing to an original signature.

The payment of the amount stated herein and the terms listed herein constitute the only promises, consideration, and conditions for the acquisition of the property described in the attached Walker Partners' Survey Drawing, and no other promises, consideration, or conditions have been signified or implied.

Signed in Agreement:

McLennan County, TX Date

By: _____
Printed Name Title

Walter Kent Jr 6/12/2020

Property Owner / Owner Representative Date

By: WALTER KENT JR

Printed Name Title

Owner's Phone #: (254) 732-2060 or (254) 292-3809

Owner's Email: WKENT1@HOT.PP.COM

Michael D. Millard

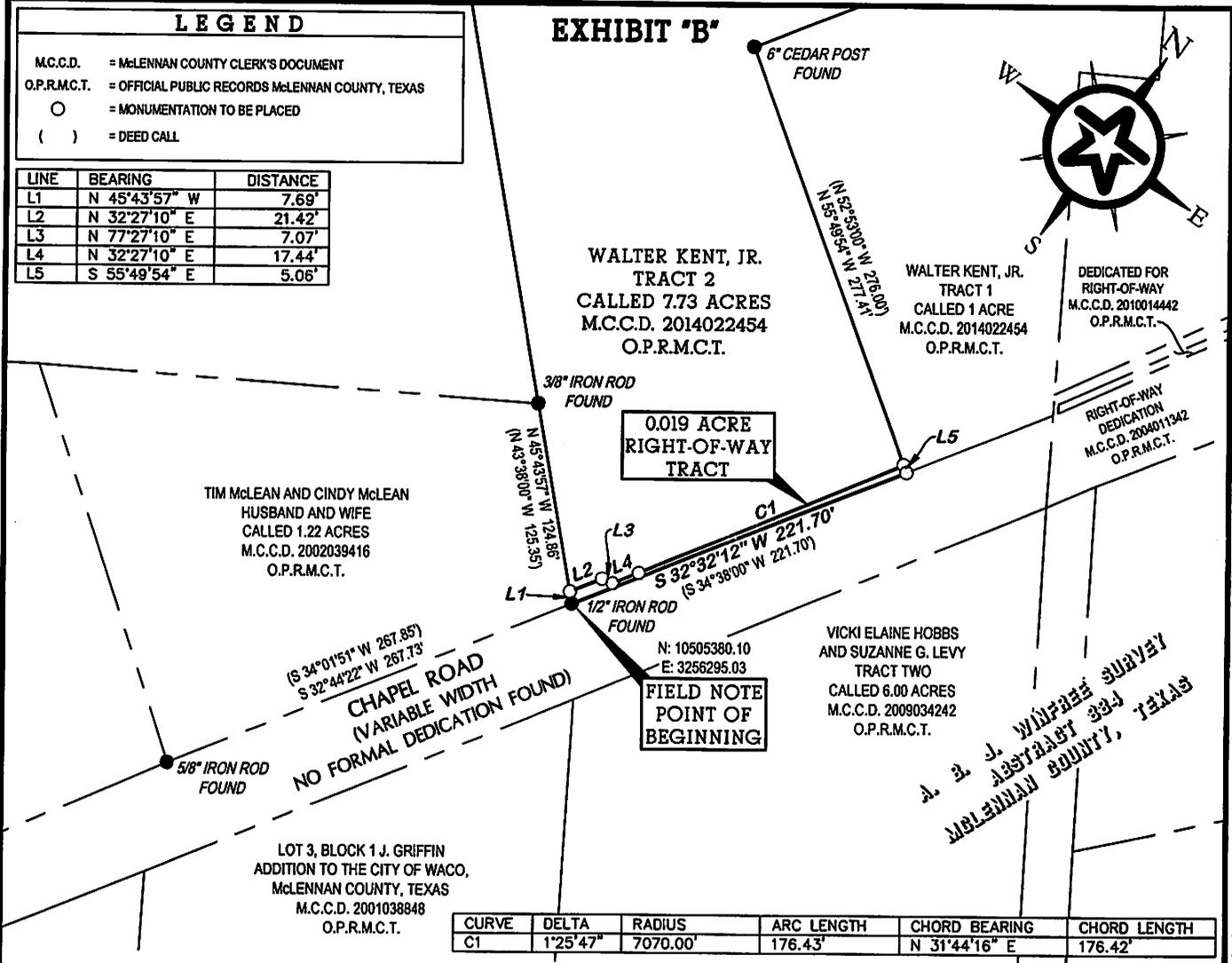
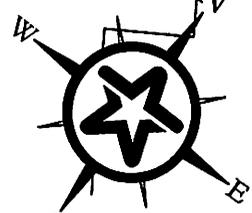
Millard Real Estate Advisors, Inc.
Assigned Representative of Walker Partners on
behalf of McLennan County, TX

LEGEND

M.C.C.D. = McLENNAN COUNTY CLERK'S DOCUMENT
 O.P.R.M.C.T. = OFFICIAL PUBLIC RECORDS McLENNAN COUNTY, TEXAS
 ○ = MONUMENTATION TO BE PLACED
 () = DEED CALL

| LINE | BEARING | DISTANCE |
|------|---------------|----------|
| L1 | N 45°43'57" W | 7.69' |
| L2 | N 32°27'10" E | 21.42' |
| L3 | N 77°27'10" E | 7.07' |
| L4 | N 32°27'10" E | 17.44' |
| L5 | S 55°49'54" E | 5.06' |

EXHIBIT 'B'



| CURVE | DELTA | RADIUS | ARC LENGTH | CHORD BEARING | CHORD LENGTH |
|-------|----------|----------|------------|---------------|--------------|
| C1 | 1°25'47" | 7070.00' | 176.43' | N 31°44'16" E | 176.42' |

SURVEY DATE: JUNE THROUGH OCTOBER, 2018.

FIELD NOTES ATTACHED HERETO, MADE A PART HEREOF AND TITLED:
 0.019 ACRE CHAPEL ROAD RIGHT-OF-WAY TRACT LOCATED IN THE A. B. J. WINFREE SURVEY, ABSTRACT 884, McLENNAN COUNTY, TEXAS

THE SURVEYOR DID NOT ABSTRACT THE SUBJECT TRACT. THE SURVEYOR DOES NOT GUARANTEE THAT ALL EASEMENTS, RESTRICTIONS OR ENCUMBRANCES (EITHER OF RECORD OR NOT OF RECORD) WHICH MAY AFFECT THE SUBJECT TRACT ARE SHOWN HEREON.

THE BEARINGS AND GRID COORDINATES SHOWN HEREON ARE BASED UPON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, TEXAS CENTRAL ZONE ACQUIRED FROM GLOBAL POSITIONING SYSTEM OBSERVATIONS. DISTANCES SHOWN HEREON REPRESENT SURFACE DISTANCE.

THIS RIGHT-OF-WAY TRACT WILL BE MONUMENTED UPON ACCEPTANCE AND CONVEYANCE.



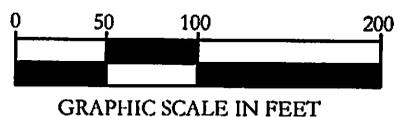
Dana B. Spigener

EXHIBIT OF
0.019 ACRE CHAPEL ROAD RIGHT-OF-WAY TRACT
 LOCATED IN THE A. B. J. WINFREE SURVEY, ABSTRACT 884, McLENNAN COUNTY, TEXAS, AND BEING OUT OF A CALLED 7.73 ACRE TRACT DESCRIBED AS TRACT 2 IN A DEED TO WALTER KENT, JR. RECORDED IN McLENNAN COUNTY CLERK'S DOCUMENT 2014022454 OF THE OFFICIAL PUBLIC RECORDS OF McLENNAN COUNTY, TEXAS

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823 Washington Ave. • Waco, Texas 76701
 Phone: 1-254-714-1402 • T.B.P.E. Registration No. 8053
 T.B.P.L.S. Registration No. 10032500



| REVISIONS |
|-----------|
| |
| |
| |
| |

PLAT NO. A1-1733 DRAFT DATE 12/10/2019 FB/PG
 PROJ. NO. 1-02750.01 TAB NO. 8.5X11 FIELD NOTE NO. 36
 DWG. NAME 1-02750.01R-O-W6Wa_KENT DRAWN BY DBS

G:\PROJECTS\1-02750\1 SURVEY\1.0 CAD\1-02750.01R-O-W6WA_KENT.DWG, 8.5X11, 12/16/2019 10:02:35 AM, dspigener, 1:1



Millard Real Estate Advisors, Inc.

Real Estate Brokerage, Consulting, Valuation & ROW Services

Michael D. Millard

Licensed Real Estate Broker
Licensed Property Tax Consultant
State Certified General Real Estate Appraiser
MAI, Appraisal Institute

P.O. Box 7690
Waco, TX 76714
(254) 776-3734
mike@millard-texas.com

March 31, 2020

Mr. Walter Kent
12652 Chapel Road
Lorena, TX 76655-3009

RE: Right-of-Way Acquisition - Memorandum of Agreement
McLennan County, TX
Project - McLennan County, TX - Chapel Road Improvements Project (Old Lorena Road to Ritchie Road)

Project Property Name: P-6Wb - Kent
Property Owner: Walter Kent, Jr.
Property Street Address: 12648 Chapel Road
Appraisal District Property Tax ID #: 131193

Dear Mr. Kent:

This is to confirm the willingness to sign McLennan County's WARRANTY DEED document that has been previously forwarded to you for review, which is for the purchase of **0.015 Acres** of fee simple right-of-way area along Chapel Road as it pertains to the referenced property, for a total monetary compensation payment in the amount of **\$2,078.00**, and the following provisions that you, as the Property Owner or representative of the Property Owner, and McLennan County have agreed to:

1. Once the fee simple right-of-way area has been acquired, and the Property Owner has received all due compensation, the Property Owner hereby gives McLennan County, and/or its Contractor(s), permission to access the acquired property.
2. 7 days prior to McLennan County's Contractor(s) starting the project's initial construction work within the acquired fee simple right-of-way area, McLennan County, and/or its Contractor(s), shall notify the Property Owner.
3. McLennan County, without any cost to the Property Owner, will pay the cost of recording all instruments/documents pertaining to this transaction, along with any other typical closing cost expenses that may be incurred, except for payment of lien debt of the Property Owner. If McLennan County elects to obtain a title policy for the property rights that it is obtaining, it will do so at its own expense. If applicable, the Property Owner will cooperate in curing any title issues, obtaining any releases of lien(s)/judgement(s) and/or obtaining any lienholder's consent(s), but does not commit to expenditure of any money to do so unless such is for payment of a portion of a lien debt out of the proceeds of this transaction. If a Lienholder(s) may require any part of the monetary compensation to be received by the Property Owner be paid to the Lienholder(s) by the Property Owner as it may relate to any applicable lien debt so that any applicable releases of lien(s) and/or any lienholder's consent(s) can be obtained, such amount shall either be 1.) deducted from the amount to be paid to the Property Owner and be paid directly to the Lienholder by McLennan County, or 2.) paid directly to the Lienholder by the Property Owner as may be required. If any part of the property is leased, the Property Owner will assist with getting any applicable lease release document(s) signed.

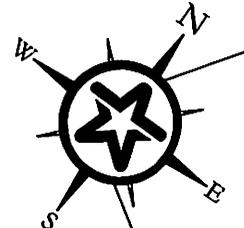
4. If the property has a pole mounted mailbox that may be affected by this project, and in lieu of any compensation being paid for the pole mounted mailbox or for the cost to relocate the pole mounted mailbox, McLennan County, and/or its Contractor(s), shall relocate any applicable pole mounted mailbox as part of this project at no cost to the Property Owner.
5. If the property has an existing drive approach area that may be situated in the existing road right-of-way area that may be affected by this project, and in lieu of any compensation being paid for the existing drive approach area that may be situated in the existing road right-of-way area, McLennan County, and/or its Contractor(s), shall reinstall a new drive approach to the property as part of this project that is equivalent to, or better than, the existing drive approach area that may be situated in the existing road right-of-way area. This shall be done at no cost to the Property Owner.
- 6.. The total monetary compensation payment noted herein includes payment for the fee simple right-of-way area noted within the attached Walker Partners' Survey (**Exhibit "B"**), and as described in the WARRANTY DEED document, less oil, gas and sulphur, and for any applicable improvements that may be situated within the boundary areas of the acquired fee simple right-of-way area and/or that may be affected by the acquisition of the fee simple right-of-way area. The total monetary compensation noted herein includes compensation for the following listed improvement items that may be located within the fee simple right-of-way area and/or that may be affected by the acquisition of the fee simple right-of-way area, and no other items unless listed:
 - 1.) Gravel Paving
 - 2.) 2 Rail Wood Fencing***
7. If applicable, the nature of the improvements in the fee simple right-of-way area being acquired by McLennan County may consist of fencing, paving, other items, etc. having little value once removed. The Property Owner may remove and retain these items at Property Owner's expense, but must do so before McLennan County or its Contractor(s) starts the project's construction work. Alternatively, the Property Owner may retain the items after removal by McLennan County, and/or its Contractor(s); but understands that the condition of the items may be substantially damaged. In consideration of an item(s) being retained, the Property Owner agrees to pay McLennan County one (\$1.00) dollar for each item retained herein. The consideration received by McLennan County of one (\$1.00) dollar for each retained item is for the avoidance of the costs of removing, transporting and disposing of the item. If the Property Owner elects to retain any applicable item(s), the total monetary compensation noted herein shall be reduced by \$1.00 per item(s). The Property Owner elects to retain the following item(s):

8. In the event that the Property Owner may elect to retain/move any of the improvements noted in paragraph #7, the Property Owner shall do so within **90 days** after the fee simple right-of-way area has been conveyed to McLennan County. If the retained improvements noted in paragraph #7 have not been moved out of the fee simple right-of-way area by the Property Owner within **90 days** after the fee simple right-of-way area has been conveyed to McLennan County, McLennan County, and/or its Contractor(s), may remove the improvements. After **90 days**, McLennan County shall not be held responsible for, and shall be held harmless for, any and all issues that may result from Property Owner not complying with this paragraph and/or the condition of the improvements that the Property Owner has elected to retain in paragraph #7.
9. In the event that the Property Owner has livestock or other conditions that may require relocating existing fencing and/or installing new fencing as a result of the acquisition of the fee simple right-of-way area, this shall be done by the Property Owner within **90 days** after the fee simple right-of-way area has been conveyed to McLennan County. After **90 days**, McLennan County, and/or its Contractor(s), shall not be held responsible for, and shall be held harmless for, any and all issues that may result from the Property Owner not complying with this paragraph.

| LEGEND | |
|--------------|--|
| D.R.M.C.T. | = DEED RECORDS McLENNAN COUNTY, TEXAS |
| M.C.C.D. | = McLENNAN COUNTY CLERK'S DOCUMENT |
| O.P.R.M.C.T. | = OFFICIAL PUBLIC RECORDS McLENNAN COUNTY, TEXAS |
| ○ | = MONUMENTATION TO BE PLACED |
| () | = DEED CALL |
| [] | = PLAT CALL |

| LINE | BEARING | DISTANCE |
|------|---------------|----------|
| L1 | N 55°49'54" W | 5.06' |
| L2 | N 30°27'10" E | 31.22' |
| L3 | S 31°44'57" E | 9.33' |
| L4 | S 32°32'12" W | 97.63' |
| L5 | S 31°44'57" E | 57.01' |

EXHIBIT "B"



A. B. J. WINFREE SURVEY
ABSTRACT 884
McLENNAN COUNTY, TEXAS

WALTER KENT, JR.
TRACT 2
CALLED 7.73 ACRES
M.C.C.D. 2014022454
O.P.R.M.C.T.

TIM McLEAN AND
CINDY McLEAN
HUSBAND AND WIFE
CALLED 1.22 ACRES
M.C.C.D. 2002039416
O.P.R.M.C.T.

CHAPEL ROAD
(VARIABLE WIDTH
NO FORMAL DEDICATION FOUND)

VICKI ELAINE HOBBS AND
SUZANNE G. LEVY
TRACT TWO, CALLED 6.00 ACRES
M.C.C.D. 2009034242
O.P.R.M.C.T.

FIELD NOTE
POINT OF
BEGINNING
N: 10505566.99
E: 3256414.25

| CURVE | DELTA | RADIUS | ARC LENGTH | CHORD BEARING | CHORD LENGTH |
|-------|----------|----------|------------|---------------|--------------|
| C1 | 0°34'13" | 7070.00' | 70.36' | N 30°44'16" E | 70.36' |

HILLTOP WATER
COMPANY
VOLUME 808, PAGE 571
D.R.M.C.T.

LOT 2, BLOCK 1, MCGOWAN HILLTOP
ADDITION TO THE CITY OF WACO,
McLENNAN COUNTY, TEXAS
M.C.C.D. 2010014442
O.P.R.M.C.T.

RIGHT-OF-WAY (M.C.C.D. 2010014442, O.P.R.M.C.T.)
RIGHT-OF-WAY DEDICATION PER PLAT OF
LOT 1, BLOCK 1, MCGOWAN HILLTOP ADDITION TO THE
CITY OF WACO, McLENNAN COUNTY, TEXAS
M.C.C.D. 2004011342, O.P.R.M.C.T.

LOT 1, BLOCK 1 OF THE
WILLIAM WATKINS ADDITION
OF LOTS 1 & 2, BLOCK 1 TO THE
CITY OF WACO, McLENNAN
COUNTY, TEXAS
VOLUME 101, PAGE 23
O.P.R.M.C.T.

CYNTHIA ANN WATKINS DENMARK
REMAINDER OF CALLED 2.28 ACRES
VOLUME 259, PAGE 710
O.P.R.M.C.T.

SURVEY DATE: JUNE THROUGH OCTOBER, 2018.

FIELD NOTES ATTACHED HERETO, MADE A PART HEREOF AND TITLED:
0.015 ACRE CHAPEL ROAD RIGHT-OF-WAY TRACT LOCATED IN THE A. B. J. WINFREE SURVEY, ABSTRACT 884, McLENNAN COUNTY, TEXAS

THE SURVEYOR DID NOT ABSTRACT THE SUBJECT TRACT. THE SURVEYOR DOES NOT GUARANTEE THAT ALL EASEMENTS, RESTRICTIONS OR ENCUMBRANCES (EITHER OF RECORD OR NOT OF RECORD) WHICH MAY AFFECT THE SUBJECT TRACT ARE SHOWN HEREON.

THE BEARINGS AND GRID COORDINATES SHOWN HEREON ARE BASED UPON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, TEXAS CENTRAL ZONE ACQUIRED FROM GLOBAL POSITIONING SYSTEM OBSERVATIONS. DISTANCES SHOWN HEREON REPRESENT SURFACE DISTANCE.

THIS RIGHT-OF-WAY TRACT WILL BE MONUMENTED UPON ACCEPTANCE AND CONVEYANCE.



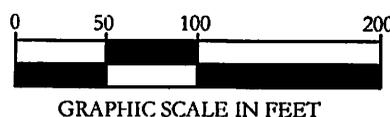
Dana B. Spigener

EXHIBIT OF
0.015 ACRE CHAPEL ROAD RIGHT-OF-WAY TRACT
LOCATED IN THE A. B. J. WINFREE SURVEY, ABSTRACT 884, McLENNAN COUNTY, TEXAS, AND BEING OUT OF A CALLED 1 ACRE TRACT DESCRIBED AS TRACT 1 IN A DEED TO WALTER KENT, JR. RECORDED IN McLENNAN COUNTY CLERK'S DOCUMENT 2014022454 OF THE OFFICIAL PUBLIC RECORDS OF McLENNAN COUNTY, TEXAS

© COPYRIGHT ALL RIGHTS RESERVED



823 Washington Ave. • Waco, Texas 76701
Phone: 1-254-714-1402 • T.B.P.E. Registration No. 8053
T.B.P.L.S. Registration No. 10032500



| REVISIONS |
|-----------|
| |
| |
| |
| |

PLAT NO. A1-1734 DRAFT DATE 12/10/2019 FB/PG
PROJ. NO. 1-02750.01 TAB NO. 8.5X11 FIELD NOTE NO. 37
DWG. NAME 1-02750.01R-O-W6Wb_KENT DRAWN BY DBS

G:\PROJECTS\1-02750\1 SURVEY\1.0 CAD\1-02750.01R-O-W6WB_KENT.DWG, 8.5X11, 12/16/2019 9:59:41 AM, dspigener, 1:1

BUDGET AMENDMENT REQUEST

RECEIVED

JUN 29 2020

COUNTY AUDITOR

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 | 25 | 58 | 3630 | R&B 3 | 609102 | Equipment Rentals | 83,000 | 6,000 | 89,000 |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | - | - | - |
| | | | | | | | | | |
| | | | | | | Total Increases | | 6,000 | |

REQUESTED DECREASE(s)

| Fund | Function | Sub-Func | Dept # | Dept Name | Object (Acct:#) | Account Description | Current Budget | Requested Decrease | Amended Budget |
|------|----------|----------|--------|-----------|-----------------|-------------------------|----------------|--------------------|----------------|
| 001 | 25 | 58 | 3630 | R&B 3 | 502000 | Furniture and Equipment | 13,000 | 6,000 | 7,000 |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | - | - | - |
| | | | | | | | | | |
| | | | | | | Total Decreases | | 6,000 | |

BUDGET AMENDMENT JUSTIFICATION:

This budget amendment is requested to increase "Equipment Rentals" from "Furniture and Equipment".

| | | |
|---|---|---|
| <p>Respectfully Submitted Requestor</p>  | <p>Approved as to form County Auditor</p> | <p>Approved by Commissioners Court County Judge</p> |
|---|---|---|

**Frances Bartlett, CPA
County Auditor**



214 N. Fourth Street, Suite 100
Waco, Texas 76701-1366
Voice (254) 757-5156
Fax (254) 757-5157
Frances.Bartlett@co.mclennan.tx.us

July 7, 2020

Commissioners Court
McLennan County, Texas

RE: Certification of LGC 111.07075 Special Budget for Revenue Received After Start of Fiscal Year

Pursuant to Local Government Code Section 111.07075, I hereby certify the proceeds from the agreement entered into with the city of Gholson for the purpose of road and bridge work completed by Road and Bridge Precinct 3.

| | |
|-------------------------|--------------|
| Proceeds from Agreement | \$ 58,000.00 |
|-------------------------|--------------|

The preceding revenue was not included in the McLennan County revenue estimates in the adopted budget for fiscal year 2020.

Sincerely,

A handwritten signature in cursive script that reads "Frances Bartlett".

Frances Bartlett, CPA
County Auditor

BUDGET AMENDMENT REQUEST

Lennan County Commissioners Court
 Lennan County Courthouse
 Leno, Texas 76701

RECEIVED
JUN 29 2020
 COUNTY AUDITOR

Request for Supplemental Budget Amendment for Additional Certified Revenue

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 |
|------|----------|----------|--------|-----------|-----------------|-----------------------------|----------------|--------------------|----------------|
| 01 | 25 | 58 | 3630 | R&B Pct 3 | 505130 | Road Construction Materials | 977,000 | 58,000 | 1,035,000 |
| | | | | | | | | | - |
| | | | | | | | | | - |
| | | | | | | | | | - |
| | | | | | | | | | - |
| | | | | | | Total | | 58,000 | |

CERTIFIED REVENUE INCREASE

| Fund | Function | Sub-Func | Dept # | Dept Name | Object (Acct:#) | Account Description | Current Budget | Requested Increase | Amended Budget |
|------|----------|----------|--------|-----------|-----------------|------------------------------|----------------|--------------------|----------------|
| 01 | 01 | 00 | 0001 | Co-Wide | 369979 | Interlocal Agreement Charges | - | 58,000 | 58,000 |
| | | | | | | | | | - |
| | | | | | | | | | - |
| | | | | | | | | | - |
| | | | | | | | | | - |
| | | | | | | Total | | 58,000 | |

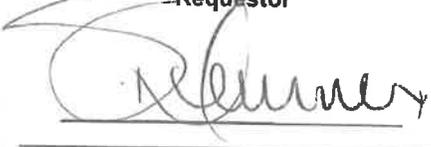
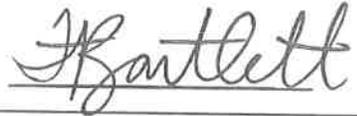
BUDGET AMENDMENT JUSTIFICATION:

I record supplemental budget provided through Certification of Revenue for agreement with the city of Gholson.

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 09/30/2020:

REQUESTED INCREASE(S)

| Fund | Function | Sub-Func | Dept # | Dept Name | Object (Acct:#) | Account Description | Current Budget | Requested Increase | Amended Budget |
|------|----------|----------|--------|------------|-----------------|-------------------------|----------------|--------------------|----------------|
| 001 | 15 | 26 | 1455 | Spec Court | 502000 | Furniture and Equipment | 7,484 | 915 | 8,399 |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | Total Increases | | 915 | |

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 | 507,536 | 915 | 506,621 |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | Total Decreases | | 915 | |

BUDGET AMENDMENT JUSTIFICATION:

This budget amendment is requested to increase line item "Furniture and Equipment" for the purchase of a laptop to use in the 4th floor courtroom for Zoom meetings.

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 09/30/2020:

REQUESTED INCREASE(s)

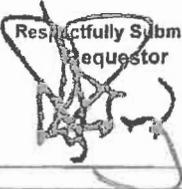
| Fund | Function | Sub-Func | Dept # | Dept Name | Object (Acct:#) | Account Description | Current Budget | Requested Increase | Amended Budget |
|------|----------|----------|--------|-----------|-----------------|----------------------------|----------------|--------------------|----------------|
| 001 | 15 | 27 | 1631 | JP 3 | 601111 | Other Services and Charges | 4,360 | 2,850 | 7,210 |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | - | - | - |
| | | | | | | Total Increases | | 2,850 | |

REQUESTED DECREASE(s)

| Fund | Function | Sub-Func | Dept # | Dept Name | Object (Acct:#) | Account Description | Current Budget | Requested Decrease | Amended Budget |
|------|----------|----------|--------|-----------|-----------------|-----------------------------|----------------|--------------------|----------------|
| 001 | 15 | 27 | 1631 | JP 3 | 610102 | Professional Development | 3,900 | 2,468 | 1,432 |
| 001 | 15 | 27 | 1631 | JP 3 | 610101 | Travel Reimbu - Off and Emp | 6,200 | 382 | 5,818 |
| | | | | | | | | | |
| | | | | | | | - | - | - |
| | | | | | | Total Decreases | | 2,850 | |

BUDGET AMENDMENT JUSTIFICATION:

This budget amendment is requested to increase line item "Other Services and Charges" in the JP 3 department for janitorial services for the remainder of the fiscal year that was approved on 06/16/2020.

| | | |
|--|---------------------------------------|--|
|  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 130 (Justice Court Building Security Fund)

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

REQUESTED INCREASE(S)

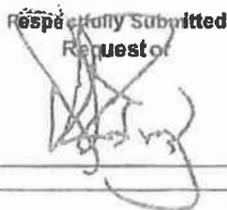
| Fund | Function | Sub-Func | Dept # | Dept Name | Object (Acct:#) | Account Description | Current Budget | Requested Increase | Amended Budget |
|------|----------|----------|--------|-----------|-----------------|-------------------------|----------------|--------------------|----------------|
| 130 | 15 | 27 | 1631 | JP 3 | 502000 | Furniture and Equipment | 1 | 1,800 | 1,801 |
| | | | | | | | - | - | - |
| | | | | | | | - | - | - |
| | | | | | | | - | - | - |
| | | | | | | Total Increases | | 1,800 | |

REQUESTED DECREASE(S)

| Fund | Function | Sub-Func | Dept # | Dept Name | Object (Acct:#) | Account Description | Current Budget | Requested Decrease | Amended Budget |
|------|----------|----------|--------|-----------|-----------------|------------------------|----------------|--------------------|----------------|
| 130 | 10 | 05 | 0180 | Co Wide | 999999 | Contingencies | 20,309 | 1,800 | 18,509 |
| | | | | | | | - | - | - |
| | | | | | | | - | - | - |
| | | | | | | | - | - | - |
| | | | | | | | - | - | - |
| | | | | | | Total Decreases | | 1,800 | |

BUDGET AMENDMENT JUSTIFICATION:

This budget amendment is requested by Justice of the Peace Pct 3 for Brazos Media quotes attached.

| | | |
|--|--|--|
| <p style="text-align: center;">Respectfully Submitted Requestor</p>  | <p style="text-align: center;">Approved as to form County Auditor</p> | <p style="text-align: center;">Approved by Commissioners Court County Judge</p> |
|--|--|--|



BRAZOS MEDIA TECHNOLOGIES

3617 Franklin Ave. | 254-776-3130

QUOTE

Doc # BMTQ5288
Date Jun 24, 2020

| Client | |
|---|--|
| West JP3 | |
| Karla Dulock | |
| 201 N Reagan St | |
| West, TX 76691-1448 | |
| US | |
| Phone | |
| Mobile | |
| Email karla.dulock@co.mclennan.tx.us | |

| Sales Rep | |
|--------------------------------------|--|
| Logan Evans | |
| 3617 Franklin Ave | |
| Waco, TX 76710 | |
| Office (254) 776-3130 | |
| Mobile (918) 397-2917 | |
| Email logan_evans@bmtwaco.com | |

Scope of Work

Replacement power supply for security cameras.

| # | Qty | Manufacturer | Description | Unit Price | Ext. Price |
|---|-----|--------------|---|-----------------|-----------------|
| 1 | 1 | CCTV | 18ch 12V DC 20A High Power CCTV Power SUPply Distribution | \$120.00 | \$120.00 |
| 2 | 1 | Labor | Installation Labor | \$150.00 | \$150.00 |
| | | | | SubTotal | \$270.00 |
| | | | | Tax | \$0.00 |
| | | | | Shipping | \$0.00 |
| | | | | Total | \$270.00 |

PRICES ARE GOOD FOR 30 DAYS - PRICES SUBJECT TO CHANGE AFTER THAT TIME - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - A 15% RESTOCKING FEE WITH ORIGINAL PACKAGING IS REQUIRED FOR ALL RETURNED PRODUCTS BARRING DEFECT

QUOTES AND PRICING ARE PROPRIETARY AND CONFIDENTIAL - SHARING OF THIS INFORMATION OUTSIDE OF THE INTENDED RECIPIENT IS PROHIBITED.



BRAZOS MEDIA TECHNOLOGIES

3617 Franklin Ave. | 254-776-3130

QUOTE

Doc # BMTQ5289
Date Jun 24, 2020

| Client | |
|---|--|
| West JP3 | |
| Karla Dulock | |
| 201 N Reagan St | |
| West, TX 76691-1448 | |
| US | |
| Phone | |
| Mobile | |
| Email karla.dulock@co.mclennan.tx.us | |

| Sales Rep | |
|--------------------------------------|--|
| Logan Evans | |
| 3617 Franklin Ave | |
| Waco, TX 76710 | |
| Office (254) 776-3130 | |
| Mobile (918) 397-2917 | |
| Email logan_evans@bmtwaco.com | |

Scope of Work

Indoor camera in hallway to be replaced.
 Outdoor camera facing street to be replaced.
 Outdoor camera to be installed covering parking blind spot.
 Outdoor camera to be installed at doorway to cover individuals entering building. Existing microphone chosen by client to be moved from indoor to outdoor.
 Existing audio preamplifiers to be replaced for higher quality audio and better wiring setup.

| # | Qty | Manufacturer | Description | Unit Price | Ext. Price |
|---|-----|--------------|--|------------|------------|
| 1 | 2 | RDL | Dual Microphone Preamplifier | \$190.00 | \$380.00 |
| 2 | 3 | Hikvision | Indoor/Outdoor Dome 2.8mm TurboHD Camera | \$110.00 | \$330.00 |
| 3 | 1 | Hikvision | Outdoor Bullet 2.8mm TurboHD Camera | \$120.00 | \$120.00 |
| 4 | 1 | Misc | Miscellaneous Materials | \$100.00 | \$100.00 |
| 5 | 1 | Labor | Installation Labor | \$600.00 | \$600.00 |

| | |
|-----------------|-------------------|
| SubTotal | \$1,530.00 |
| Tax | \$0.00 |
| Shipping | \$0.00 |
| Total | \$1,530.00 |

PRICES ARE GOOD FOR 30 DAYS - PRICES SUBJECT TO CHANGE AFTER THAT TIME - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT ESTABLISHED RATES FOR EACH ACTIVITY INVOLVED - A 15% RESTOCKING FEE WITH ORIGINAL PACKAGING IS REQUIRED FOR ALL RETURNED PRODUCTS DURING DEFECT
 QUOTES AND PRICING ARE PROPRIETARY AND CONFIDENTIAL - SHARING OF THIS INFORMATION OUTSIDE OF THE INTENDED RECIPIENT IS PROHIBITED.

BUDGET AMENDMENT REQUEST

McLennan County Commissioners Court
 McLennan County Courthouse
 Waco, Texas 76701

Re: Budget Amendment for: Fund 170 (Law Library Fund)

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

REQUESTED INCREASE(s)

| Fund | Func | Sub-Func | Dept | Dept Name | Object (Acct:#) | Account Description | Current Budget | Requested Increase | Amended Budget |
|------------------------|------|----------|------|-----------|-----------------|---------------------------|----------------|--------------------|----------------|
| 170 | 15 | 25 | 1631 | JP 3 | 501104 | Legal Reference Materials | 10,000 | 5,000 | 15,000 |
| | | | | | | | - | - | - |
| | | | | | | | - | - | - |
| | | | | | | | - | - | - |
| Total Increases | | | | | | | | -5,000 | |

REQUESTED DECREASE(s)

| Fund | Func | Sub-Func | Dept | Dept Name | Object (Acct:#) | Account Description | Current Budget | Requested Decrease | Amended Budget |
|------------------------|------|----------|------|-----------|-----------------|---------------------|----------------|--------------------|----------------|
| 170 | 10 | 05 | 0190 | Co Wide | 999999 | Contingencies | 392,250 | 5,000 | 387,250 |
| | | | | | | | - | - | - |
| | | | | | | | - | - | - |
| | | | | | | | - | - | - |
| Total Decreases | | | | | | | | 5,000 | |

BUDGET AMENDMENT JUSTIFICATION:

This budget amendment is requested for Legal Reference Materials for JP 3.

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 09/30/2020:

REQUESTED INCREASE(S)

| Fund | Function | Sub-Func | Dept # | Dept Name | Object (Acct:#) | Account Description | Current Budget | Requested Increase | Amended Budget |
|------|----------|----------|--------|-----------|-----------------|----------------------------|----------------|--------------------|----------------|
| 001 | 10 | 05 | 0120 | MOE | 601111 | Other Services and Charges | 6,966 | 400 | 7,366 |
| | | | | | | | | | |
| | | | | | | | - | - | - |
| | | | | | | Total Increases | | 400 | |

REQUESTED DECREASE(S)

| Fund | Function | Sub-Func | Dept # | Dept Name | Object (Acct:#) | Account Description | Current Budget | Requested Decrease | Amended Budget |
|------|----------|----------|--------|-----------|-----------------|------------------------|----------------|--------------------|----------------|
| 001 | 10 | 05 | 0120 | MOE | 501000 | Supplies | 26,000 | 400 | 25,600 |
| | | | | | | | | | |
| | | | | | | | - | - | - |
| | | | | | | Total Decreases | | 400 | |

BUDGET AMENDMENT JUSTIFICATION:

This budget amendment is requested to cover cost for a software upgrade and training.

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 09/30/2020:

REQUESTED INCREASE(S)

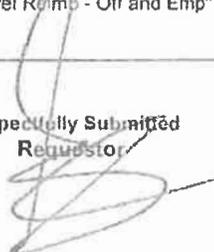
| Fund | Function | Sub-Func | Dept # | Dept Name | Object (Acct.#) | Account Description | Current Budget | Requested Increase | Amended Budget |
|------------------------|----------|----------|--------|-----------|-----------------|----------------------------|----------------|--------------------|----------------|
| 001 | 15 | 27 | 1641 | JP 4 | 601111 | Other Services and Charges | 792 | 133 | 925 |
| 001 | 15 | 27 | 1641 | JP 4 | 617401 | Language Translation | 3,000 | 500 | 3,500 |
| 001 | 15 | 27 | 1641 | JP 4 | 610101 | Travel Reimb - Off and Emp | 3,881 | 1,600 | 5,481 |
| | | | | | | | - | - | - |
| Total Increases | | | | | | | | 2,233 | |

REQUESTED DECREASE(S)

| Fund | Function | Sub-Func | Dept # | Dept Name | Object (Acct.#) | Account Description | Current Budget | Requested Decrease | Amended Budget |
|------------------------|----------|----------|--------|-----------|-----------------|--------------------------|----------------|--------------------|----------------|
| 001 | 15 | 27 | 1641 | JP 4 | 619102 | Professional Development | 952 | 612 | 340 |
| 001 | 10 | 05 | 0190 | Co Wide | 999999 | Contingencies | 506,621 | 1,621 | 505,000 |
| | | | | | | | - | - | - |
| Total Decreases | | | | | | | | 2,233 | |

BUDGET AMENDMENT JUSTIFICATION:

This budget amendment is requested to increase line item "Other Services and Charges" and "Language Translation" within JP 4 for the cost of CTWP payments for last three months of the Fiscal Year and additional Language Translations. It also request to increase "Travel Reimb - Off and Emp" from Contingencies due to the increase travel because of the increase in Jail Duty.

| | | |
|--|---|--|
| Respectfully Submitted Requestor  | Approved as to form County Auditor <hr style="width: 100%;"/> | Approved by Commissioners Court County Judge <hr style="width: 100%;"/> |
|--|---|--|

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 09/30/19:

REQUESTED INCREASE(S)

| Fund | Function | Sub-Func | Dept # | Dept Name | Object (Acct.#) | Project | Account Description | Current Budget | Requested Increase | Amended Budget |
|------|----------|----------|--------|-----------|-----------------|---------|---------------------|----------------|--------------------|----------------|
| 001 | 10 | 20 | 0630 | IT | 503000 | 6050 | IT Assessments | 678 | 3,334 | 4,012 |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | Total Increases | | 3,334 | |

REQUESTED DECREASE(S)

| Fund | Function | Sub-Func | Dept # | Dept Name | Object (Acct.#) | Account Description | Current Budget | Requested Decrease | Amended Budget |
|------|----------|----------|--------|-----------|-----------------|---------------------|----------------|--------------------|----------------|
| 001 | 10 | 20 | 0630 | IT | 503000 | IT Assessments | 303,647 | 3,334 | 300,313 |
| | | | | | | | - | - | - |
| | | | | | | | - | - | - |
| | | | | | | | - | - | - |
| | | | | | | Total Decreases | | 3,334 | |

BUDGET AMENDMENT JUSTIFICATION:

This budget amendment is requested to to move money from the IT Assessments to IT Assessments - COVID for tracking purposes.

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 09/30/2020

REQUESTED INCREASE(\$)

| Fund | Function | Sub-Func | Dept # | Dept Name | Object (Acct:#) | Project | Account Description | Current Budget | Requested Increase | Amended Budget |
|------|----------|----------|--------|-----------|-----------------|---------|----------------------------|----------------|--------------------|----------------|
| 001 | 15 | 27 | 1610 | Pretrial | 502000 | 8050 | Furniture and Equipment | 1,000 | 2,527 | 3,527 |
| 001 | 15 | 27 | 1610 | Pretrial | 601111 | 8050 | Other Services and Charges | 260 | 65 | 325 |
| | | | | | | | | | | - |
| | | | | | | | | - | - | - |
| | | | | | | | Total Increases | | 2,592 | |

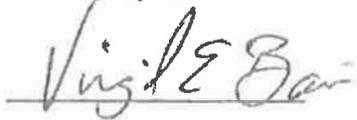
REQUESTED DECREASE(\$)

| Fund | Function | Sub-Func | Dept # | Dept Name | Object (Acct:#) | Project | Account Description | Current Budget | Requested Decrease | Amended Budget |
|------|----------|----------|--------|-----------|-----------------|---------|--------------------------|----------------|--------------------|----------------|
| 001 | 15 | 27 | 1610 | Pretrial | 619102 | | Professional Development | 3,800 | 2,189 | 1,611 |
| 001 | 15 | 27 | 1610 | Pretrial | 610101 | | Travel - Reimb | 2,900 | 403 | 2,497 |
| | | | | | | | | | | - |
| | | | | | | | | - | - | - |
| | | | | | | | Total Decreases | | 2,592 | |

BUDGET AMENDMENT JUSTIFICATION:

This budget amendment is requested to increase "Furniture and Equipment" and "Other Services and Charges" in the Pretrial Services department for the purchase of two laptops and license (quotes attached) for needs due to Covid.

Respectfully Submitted
 Requestor



Approved as to form
 County Auditor

Approved by
 Commissioners Court
 County Judge



Pricing Proposal
Quotation #: 19046458
Created On: Jun-22-2020
Valid Until: Jun-30-2020

MCLENNAN COUNTY

Inside Account Manager

Lisa Hoerster
Phone: (254)757-5175
Fax:
Email: lisa.hoerster@co.mclennan.tx.us

Brett Yajcaji
SHI Government Solutions
3828 Pecana Trail
Austin, TX 78749
Send PO to: Texas@shi.com
Phone: 732-652-0255
Fax:
Email: Brett_Yajcaji@shi.com

All Prices are in US Dollar (USD)

| Product | Qty | Your Price | Total |
|---|-----|------------|---------|
| 1 Poly RealPresence Desktop for Windows - License - 1 user - Win Plantronics - Part#: 5150-75109-001 Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 | 1 | \$64.78 | \$64.78 |
| | | Subtotal | \$64.78 |
| | | Shipping | \$0.00 |
| | | Total | \$64.78 |

Additional Comments

Please Note: Poly has a zero returns policy.

Thank you for choosing SHI-GSI! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. SHI Government Solutions, Inc. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3695478; DUNS# 14-724-3096

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.



A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your **Premier page**, or, if you do not have Premier, use this **Quote to Order**.

| | | | |
|-------------------|------------------------|-------------------|-------------------------|
| Quote No. | 3000062915056.1 | Sales Rep | Kevin Dougherty |
| Total | \$1,451.32 | Phone | (800) 456-3355, 5130685 |
| Customer # | 5748866 | Email | K_Dougherty@Dell.com |
| PO Number | 20204816 | Billing To | ACCTS PAYABLE |
| Quoted On | Jun. 10, 2020 | | COUNTY OF MCLENNAN |
| Expires by | Jul. 10, 2020 | | 214 N 4TH ST STE 100 |
| Deal ID | 18716070 | | P O BOX 2450 |
| | | | WACO, TX 76701-1366 |

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Kevin Dougherty

Shipping Group

| | |
|--|------------------------|
| Shipping To | Shipping Method |
| ROBERT WASSON COUNTY OF MCLENNAN AUDITOR STE 100 214 N 4TH ST WACO, TX 76701 (254) 757-5164 | Standard Delivery |

| Product | Unit Price | Qty | Subtotal |
|--|------------|-----|------------|
| Dell USB Slim DVD +/- RW Drive - DW316 | \$37.61 | 1 | \$37.61 |
| 4-port StarTech.com 4 Port Portable USB 3.0 Hub with Built-in Cable - Aluminum and Compact USB Hub (ST43004UA) - hub ... | \$24.07 | 1 | \$24.07 |
| Dell Pro Slim Briefcase 15 (PO1520CS) | \$25.47 | 1 | \$25.47 |
| Dell Latitude 5510 | \$1,145.57 | 1 | \$1,145.57 |

Dell Thunderbolt Dock- WD19TB

\$218.60

1

\$218.60

| | |
|----------------------------|-------------------|
| Subtotal: | \$1,451.32 |
| Shipping: | \$0.00 |
| Non-Taxable Amount: | \$1,451.32 |
| Taxable Amount: | \$0.00 |
| Estimated Tax: | \$0.00 |

| | |
|---------------|-------------------|
| Total: | \$1,451.32 |
|---------------|-------------------|

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details. *kg*

2902.41

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 | 0560 | Co Auditor | 502000 | Furniture and Equipment | 7,000 | 18,000 | 25,000 |
| | | | | | | | - | - | - |
| | | | | | | | - | - | - |
| | | | | | | | - | - | - |
| | | | | | | Total Increases | | 18,000 | |

REQUESTED DECREASE(S)

| Fund | Function | Sub-Func | Dept # | Dept Name | Object (Acct:#) | Account Description | Current Budget | Requested Decrease | Amended Budget |
|------|----------|----------|--------|------------|-----------------|---------------------|----------------|--------------------|----------------|
| 001 | 10 | 20 | 0560 | Co Auditor | 411200 | Full-Time Employees | 796,293 | 18,000 | 778,293 |
| | | | | | | | | | |
| | | | | | | | - | - | - |
| | | | | | | Total Decreases | | 18,000 | |

BUDGET AMENDMENT JUSTIFICATION:

This budget amendment is requested by the County Auditor to increase "furniture and equipment" for the purchase of additional laptops and office chairs. The Auditor's Office has been relying on "loaner" laptops and would like to proceed with equipping the office with permanent laptops.

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 09/30/2020:

REQUESTED INCREASE(S)

| Fund | Function | Sub-Func | Dept # | Dept Name | Object (Acct.#) | Project | Account Description | Current Budget | Requested Increase | Amended Budget |
|-----------------|----------|----------|--------|-----------|-----------------|---------|----------------------------|----------------|--------------------|----------------|
| 001 | 10 | 05 | 0110 | MOB | 501000 | 6050 | Supplies | 16,090.00 | 2,669 | 18,759 |
| 001 | 10 | 05 | 0110 | MOB | 601111 | 6050 | Other Services and Charges | - | 5,000 | 5,000 |
| 001 | 10 | 05 | 0190 | Co Wide | 501000 | 6050 | Supplies | 10,839.00 | 9,753 | 20,592 |
| 001 | 10 | 05 | 0190 | Co Wide | 502000 | 6050 | Furniture and Equipment | - | 180 | 180 |
| 001 | 10 | 15 | 0410 | Elections | 501000 | 6050 | Supplies | - | 201 | 201 |
| 001 | 10 | 20 | 0580 | Co Treas | 502000 | 6050 | Furniture and Equipment | 121.00 | 898 | 1,019 |
| 001 | 10 | 26 | 1410 | 19th DC | 502000 | 6050 | Furniture and Equipment | - | 1,195 | 1,195 |
| 001 | 15 | 27 | 1621 | JP 2 | 501000 | 6050 | Supplies | - | 93 | 93 |
| 001 | 15 | 27 | 1621 | JP 2 | 502000 | 6050 | Furniture and Equipment | - | 120 | 120 |
| 001 | 15 | 27 | 1631 | JP 3 | 502000 | 6050 | Furniture and Equipment | - | 60 | 60 |
| 001 | 15 | 27 | 1641 | JP 4 | 502000 | 6050 | Furniture and Equipment | - | 60 | 60 |
| 001 | 15 | 27 | 1651 | JP 5 | 502000 | 6050 | Furniture and Equipment | - | 120 | 120 |
| 001 | 20 | 35 | 3120 | Const 2 | 502000 | 6050 | Furniture and Equipment | - | 120 | 120 |
| 001 | 20 | 40 | 2411 | JHDC | 502000 | 6050 | Furniture and Equipment | - | 590 | 590 |
| Total Increases | | | | | | | | | 21,059 | |

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 | 506,621 | 21,059 | 485,562 |
| Total Decreases | | | | | | | | 21,059 | |

BUDGET AMENDMENT JUSTIFICATION:

This budget amendment is requested to cover COVID expenses to date (see detail attached).

Respectfully Submitted
Requestor

Approved as to form
County Auditor

Approved by
Commissioners Court
County Judge

COVID 19
OPERATING EXPENDITURES AS OF 06/30/2020
BUDGET AMENDMENT

| FULL ACCT | ACCT DESCRIPTION | BUDGET | ACTUAL | REMAINING |
|----------------------------|--------------------------|------------------|------------------|--------------------|
| 001-10-05-0010-502000-6050 | Furniture and Equipment | 35.00 | 34.45 | 0.55 |
| 001-10-05-0110-501000-6050 | Supplies | 16,090.00 | 18,758.65 | (2,668.65) |
| 001-10-05-0110-601111-6050 | Other Services & Charges | - | 5,000.00 | (5,000.00) |
| 001-10-05-0190-501000-6050 | Supplies | 10,839.00 | 20,591.44 | (9,752.44) |
| 001-10-05-0190-502000-6050 | Furniture and Equipment | - | 179.97 | (179.97) |
| 001-10-10-0210-601111-6050 | Other Services & Charges | 1,800.00 | 1,800.00 | - |
| 001-10-15-0410-501000-6050 | Supplies | - | 200.68 | (200.68) |
| 001-10-20-0580-502000-6050 | Furniture and Equipment | 121.00 | 1,018.78 | (897.78) |
| 001-10-20-0630-502000-6050 | Furniture and Equipment | 624.00 | 623.67 | 0.33 |
| 001-15-26-1410-502000-6050 | Furniture and Equipment | - | 1,194.55 | (1,194.55) |
| 001-15-27-1621-501000-6050 | Supplies | - | 92.54 | (92.54) |
| 001-15-27-1621-502000-6050 | Furniture and Equipment | - | 119.98 | (119.98) |
| 001-15-27-1631-502000-6050 | Furniture and Equipment | - | 59.99 | (59.99) |
| 001-15-27-1641-502000-6050 | Furniture and Equipment | - | 59.99 | (59.99) |
| 001-15-27-1651-502000-6050 | Furniture and Equipment | - | 119.98 | (119.98) |
| 001-20-35-3120-502000-6050 | Furniture and Equipment | - | 119.98 | (119.98) |
| 001-20-40-2411-502000-6050 | Furniture and Equipment | - | 589.89 | (589.89) |
| 001-25-57-3620-502000-6050 | Furniture and Equipment | 1,013.00 | 1,012.97 | 0.03 |
| 001-25-57-3620-601111-6050 | Other Services & Charges | 121.00 | 120.33 | 0.67 |
| 130-15-27-1631-502000-6050 | Furniture and Equipment | 1,100.00 | 1,100.00 | - |
| 140-15-27-1611-502000-6050 | Furniture and Equipment | 1,051.00 | 1,050.31 | 0.69 |
| 140-15-27-1611-601111-6050 | Other Services & Charges | 415.00 | 414.78 | 0.22 |
| 140-15-27-1612-502000-6050 | Furniture and Equipment | 208.00 | 207.89 | 0.11 |
| 140-15-27-1612-601111-6050 | Other Services & Charges | 65.00 | 64.78 | 0.22 |
| 140-15-27-1621-502000-6050 | Furniture and Equipment | 208.00 | 207.89 | 0.11 |
| 140-15-27-1631-502000-6050 | Furniture and Equipment | 1,035.00 | 1,034.99 | 0.01 |
| 140-15-27-1641-502000-6050 | Furniture and Equipment | 1,259.00 | 1,258.20 | 0.80 |
| 140-15-27-1641-601111-6050 | Other Services & Charges | 415.00 | 414.78 | 0.22 |
| 140-15-27-1651-601111-6050 | Other Services & Charges | 415.00 | 414.78 | 0.22 |
| 142-10-05-0190-502000-6050 | Furniture and Equipment | 2,871.00 | 2,870.14 | 0.86 |
| 142-10-05-0190-601111-6050 | Other Services & Charges | 121.00 | 120.33 | 0.67 |
| | | 39,806.00 | 60,856.71 | (21,050.71) |

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 | 05 | 0110 | MOB | 601111 | Other Services and Charges | 14,986 | 2,124 | 17,110 |
| | | | | | | | | | - |
| | | | | | | | - | - | - |
| | | | | | | Total Increases | | 2,124 | |

REQUESTED DECREASE(S)

| Fund | Function | Sub-Func | Dept # | Dept Name | Object (Acct.#) | Account Description | Current Budget | Requested Decrease | Amended Budget |
|------|----------|----------|--------|-----------|-----------------|---------------------|----------------|--------------------|----------------|
| 001 | 10 | 05 | 0110 | MOB | 501000 | Supplies | 86,840 | 2,124 | 84,716 |
| | | | | | | | | | - |
| | | | | | | | - | - | - |
| | | | | | | Total Decreases | | 2,124 | |

BUDGET AMENDMENT JUSTIFICATION:

This budget amendment is requested to increase "Other Services and Charges" from within Maintenance of Building from "Supplies" to cover uniform costs for the 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 401 (Permanent Improvement Fund)

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

REQUESTED INCREASE(S)

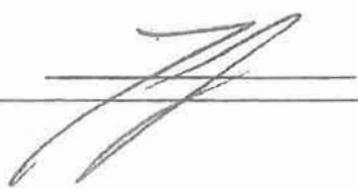
| Fund | Function | Sub-Func | Dept # | Dept Name | Object (Acct.#) | Account Description | Current Budget | Requested Increase | Amended Budget |
|------------------------|----------|----------|--------|-----------|-----------------|---------------------|----------------|--------------------|----------------|
| 401 | 90 | 98 | 8010 | Perm Impr | 701234 | Major Repairs | 8,500 | 120 | 8,620 |
| | | | | | | | - | - | - |
| | | | | | | | - | - | - |
| | | | | | | | - | - | - |
| Total Increases | | | | | | | | 120 | |

REQUESTED DECREASE(S)

| Fund | Function | Sub-Func | Dept # | Dept Name | Object (Acct.#) | Account Description | Current Budget | Requested Decrease | Amended Budget |
|------------------------|----------|----------|--------|-----------|-----------------|---------------------|----------------|--------------------|----------------|
| 401 | 90 | 98 | 8010 | Perm Impr | 999999 | Contingencies | 174,767 | 120 | 174,647 |
| | | | | | | | - | - | - |
| | | | | | | | - | - | - |
| | | | | | | | - | - | - |
| Total Decreases | | | | | | | | 120 | |

BUDGET AMENDMENT JUSTIFICATION:

This budget amendment is requested for additional flooring repairs to the SO Breakroom.

| | | |
|--|---|--|
| <p>Respectfully Submitted Requestor</p>  | <p>Approved as to form County Auditor</p> <hr style="width: 100%;"/> | <p>Approved by Commissioners Court County Judge</p> <hr style="width: 100%;"/> |
|--|---|--|

BUDGET AMENDMENT REQUEST

McLennan County Commissioners Court
 McLennan County Courthouse
 Waco, Texas 76701

Re: Budget Amendment for: Fund 417 (2017 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.#) | Project # | Account Description | Current Budget | Requested Increase | Amended Budget |
|------------------------|----------|----------|--------|-----------|-----------------|-----------|---------------------------------------|----------------|--------------------|----------------|
| 417 | 90 | 98 | 8010 | Perm Impr | 701221 | 5316 | ADA Modifications - JP 2 | - | 6,200 | 6,200 |
| 417 | 90 | 98 | 8010 | Perm Impr | 701234 | 5306 | Bldg - Cap Improv - Garage Relocation | 436,500 | 18,500 | 455,000 |
| | | | | | | | | - | - | - |
| | | | | | | | | - | - | - |
| Total Increases | | | | | | | | | 24,700 | |

REQUESTED DECREASE(S)

| Fund | Function | Sub-Func | Dept # | Dept Name | Object (Acct.#) | Project # | Account Description | Current Budget | Requested Decrease | Amended Budget |
|------------------------|----------|----------|--------|-----------|-----------------|-----------|---------------------|----------------|--------------------|----------------|
| 417 | 90 | 98 | 8010 | Perm Impr | 999999 | | Contingencies | 1,411,746 | 24,700 | 1,387,046 |
| | | | | | | | | - | - | - |
| | | | | | | | | - | - | - |
| | | | | | | | | - | - | - |
| Total Decreases | | | | | | | | | 24,700 | |

BUDGET AMENDMENT JUSTIFICATION:

This budget amendment is requested for ADA work for the JP 2 handicap operator assembly and installation (\$6,200). Also, additional work for the F-Wing Garage relocation to cover modifications/ extension to the wash bay, adding on additional roll up door to the tire shop, and additional electrical modifications for the new compressor (\$18,500).

| | | |
|--|--|---|
| 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 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 | 3,133,915 | 9,472 | 3,143,387 |
| | | | | | | | - | - | - |
| | | | | | | | - | - | - |
| | | | | | | | - | - | - |
| | | | | | | Total Increases | | 9,472 | |

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 | 19,378,267 | 9,472 | 19,368,795 |
| | | | | | | | - | - | - |
| | | | | | | | - | - | - |
| | | | | | | | - | - | - |
| | | | | | | Total Decreases | | 9,472 | |

BUDGET AMENDMENT JUSTIFICATION:

This budget amendment is requested for the authorization of Mototola Solutions Change Order #2 approved in court on 06/17/2020 (quote attached).

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



CHANGE ORDER

[C/O # 02]

Change Order No. 02

Date: 5/7/20

Project Name: McLennan County P25 Radio System 4-Site Expansion

Customer Name: McLennan County, TX

Customer Project Mgr: Frank Patterson

The purpose of this Change Order: Increase contract cost for additional services described below:

Frequency search and licensing to replace 855.2125 due to Co-channel Licensing issues and Frequency Retune of City of Waco's existing 3-Site Radio system

New costs for this Change Order Request = \$9,472.00

Contract # PO: 20196450-01
#419-90-98-8010-701302 Contract Date: 9/3/19
Motorola Project TX-18I214a

In accordance with the terms and conditions of the contract identified above between [McLennan County, Texas] and Motorola Solutions, Inc., the following changes are approved:

Contract Price Adjustments

| | |
|-------------------------------|-------------|
| Previous Change Orders (none) | \$0.00 |
| This Change Order (Seag-01) | \$9,472.00 |
| Original Contract Value: | \$2,439,044 |
| New Contract Value | \$2,448,516 |

Completion Date Adjustments

| | |
|---|-------------------|
| Original Completion Date: | N/A |
| Current Completion Date prior to this Change Order: | February 28, 2021 |
| New Completion Date: | N/A |



CHANGE ORDER

[C/O # 02]

Changes In Equipment: *(additions, deletions or modifications)* Include attachments if needed

(None - Services Only)

Changes in Services: *(additions, deletions or modifications)* Include attachments if needed

Services addition details on page 3 (below) = \$9,472.00

Schedule Changes: *(describe change or N/A)*

None

Pricing Changes: *(describe change or N/A)*

Total for this Change Order Request = \$9,472.00

Customer Responsibilities: *(describe change or N/A)*

Review requested changes in this document, approve, sign and return to Motorola for contract execution.

Payment Schedule for this Change Order:
(describe new payment terms applicable to this change order)

Payment due upon completion of services described in this C/O.

Unless amended above, all other terms and conditions of the Contract shall remain in full force. If there are any inconsistencies between the provisions of this Change Order and the provisions of the Contract, the provisions of this Change Order will prevail.

IN WITNESS WHEREOF the parties have executed this Change Order as of the last date signed below.

Motorola Solutions, Inc.

Customer (McLennan County)

By: Marc Johnson

By: Scott M. Felton

Printed Name: MARC JOHNSON

Printed Name: SCOTT M. FELTON

Title: Regional Service Manager

Title: COUNTY JUDGE

Date: 6/19/2020

Date: 6/16/20

Reviewed by: [Signature]
Motorola Solutions Project Manager

Date: _____



CHANGE ORDER

[C/O # 02]

Date: 5/7/2020

| Project: | McLennan Co. Countywide Simulcast Radio System 4-Site Expansion Project | |
|---|---|-----------|
| Description: | Frequency search to replace 855.2125 due to Co-channel Licensing issues and Frequency Retune of City of Waco's existing 3-Site Radio system | Ext Price |
| 1) Professional and Engineering Services to search/license/redesign a replacement channel | | \$4,629 |
| 2) Technical Services to implement the replacement channel in city of Waco's 3-site system <u>For each of the three (3) existing Waco sites:</u> Reprogram channel Re-tune combiner Verify performance Update core (UNC) with new frequency For the four new McLennan County sites - no additional labor. The reprogram and combiner tuning will be handled as part of the planned Performance Verification *Waco's Retune will require 6 channels at each of the existing subsites to be off-the-air for 2-3 hours ea. to retune the combiners | | \$4,843 |
| Total | \$9,472 | |

J.A. "ANDY" FARWELL, County Clerk
McLennan County, Texas

FILED: JUN 16 2020

By Myrcetez Gowan-Perkins,
Deputy

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:#) | Project | Account Description | Current Budget | Requested Increase | Amended Budget |
|------|----------|----------|--------|-----------|-----------------|---------|----------------------------|----------------|--------------------|----------------|
| 419 | 90 | 98 | 8010 | Perm Impr | 701112 | 5317 | Bldg - Cap Imprvment - NOC | - | 383,109 | 383,109 |
| | | | | | | | | - | - | - |
| | | | | | | | | - | - | - |
| | | | | | | | | - | - | - |
| | | | | | | | Total Increases | | 383,109 | |

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 | 19,368,795 | 383,109 | 18,985,686 |
| | | | | | | | - | - | - |
| | | | | | | | - | - | - |
| | | | | | | | - | - | - |
| | | | | | | Total Decreases | | 383,109 | |

BUDGET AMENDMENT JUSTIFICATION:

This budget amendment is requested for Jack Harwell Detention Center Jail Control System upgrade. (quote attached)



Respectfully Submitted
Requestor

Approved as to form
County Auditor

Approved by
Commissioners Court
County Judge



Sydaptic, Inc.

217 Schroeder Drive, P. O. Box 8883, Waco, Texas, 76710/14 Voice: (254) 776-7994 FAX: (254) 776 -7995
World Wide Web: www.jailcontrols.com www.sydaptic.com

CISV# 1-74-2898394-800
Texas Master Bidder's List

Members of:

American Correctional Association Texas Jail Association National Systems Contractors Association American Society for Industrial Security

Thursday, March 5, 2020

Captain Garrett
McLennan County Jail – Jack Harwell Facility
Re: Jail Controls Retro-fit Statement of Work (SOW)

Thank you for the opportunity to work with you on upgrading the Jack Harwell jail control system. The purpose of this document is to outline an abbreviated Statement of Work (SOW) for review and to provide the feature list.

Our 1220 Jail Control System comes with excellent support and a LIFETIME WARRANTY for your facility. As has been discussed, the best engineering and ergonomic solution is to replace all the failed/suspect controls and panels and integrate the existing endpoints (doors, intercoms, etc.) into our 1220 Control System. Sydaptic uses new control relays to provide greater reliability rather than re-use existing control relays as does our competitors. This ensures that all portions of the faulty system are replaced with new components.

Sydaptic will install all the required power supplies, control electronics, controllers, etc to control your facility. User control of the system will be made through mouse control while viewed on an LED monitor. Administrative enhancements include the logging of every keystroke by the operator and the operator's unique ID, remote diagnostics, voltage and temperature logging, ability for the County to add, delete or modify the control elements without the assistance of Sydaptic personnel.

Our jail control system keeps a time and date stamp on all objects controlled by our system. This is useful if an inmate alleges that his cell door was opened and he or she was abused. Our system will allow the facility to access the log and see if the door was open, open with our system, or opened with a key.

We want to ensure that the system is always an asset to the County. In designing the system, we noticed two issues that constantly plague Counties: every County operates their facility differently and that facilities are always changing. With this thinking in mind we believe the software should be designed to fit the County's unique demands at the time of the installation and for years to come. To do this properly we provide our clients software updates based on their inputs and suggestions for free for as long as they have our system. As our systems have never been replaced all our clients are utilizing this option so their system keeps up with their changing demands.

For complete support of this control system, the County should install and maintain a high-speed internet connection. This connection can be on the existing network (if installed) or a new installation. This internet connection ensures timely updates and routine maintenance be done by both Sydaptic and County personnel.

This quote is for replacing all aspects of your facilities control system and the system only. To reduce the cost Sydaptic will use the existing intercom speakers, existing wiring, door locks, door mechanisms, and door feedback devices. No need to increase the cost of the project without the County seeing any results. The assumption is made that the wire to/from existing locks, intercoms, lighting controls, etc. is in good and usable shape and wire replacement is not included nor is any labor to install wiring or conduit. The addition of conduit is very unlikely in this situation and in 90% of installations no additional wire/cable is required.

Sydaptic will not be responsible for the existing plant wiring to and from the control electronics sub-system, only the wiring once the wires are brought into the sub-panels. As this is a retrofit of an existing jail control system this substructure is already in place and should not require replacement.

In addition, it is assumed that the existing locks, locking mechanisms, and door position circuitry are considered in good working order. Any malfunctions or alignment issues are considered outside the scope of work.

The control of the jail will be used on one large monitor; this allows the officer to see the entire layout of the facility at one time. Feedback from our clients tells us that this method helps new hires learn the facility and the system much faster than a screen with sections. One large screen also eliminates useless commands from the operator. An example of this is if an inmate presses an intercom button the operator selects the intercom icon and starts the conversation. With a smaller screen using a section layout the inmate presses the intercom button, then the operator must find the correct section, then select the intercom icon. This could be as much as 7 commands the operator must perform before the intercom is activated.

Sydaptic will provide a transfer function that allows main control the ability to control all access points located in the other location or locations. Our transfer function is configured with the input of the County based on how they envision this feature to operate.

Sydaptic will also provide a suitable spare inventory consisting of control I/O boards, intercom, and power supply as part of the installation. Also, included as a spare is a computer with all software needed to control the system.

Sydaptic's 1220 jail control system will control the following:

- 337 Doors
- 2 Sallyport/Security Gates (O,S,C)
- 362 Intercoms
- 165 Keycard Readers
- 120 Cameras
- 0 TVs
- 0 Lights
- 0 Inmate Outlets/Convenience Plugs
- 0 Inmate Phones
- 0 Water Valves
- 0 Duress/Panic Buttons

Endpoint listed above will be controlled by the following Equipment:

- 2 Computers
- 2 LED Viewscreens for Security Controls
- 2 Amplifiers
- 2 Paging Amplifiers
- 2 Master Control Speakers
- 2 Camera Viewing Computers
- 2 Camera Monitors
- 2 Camera Management Computers
- 2 LED Monitors for the Camera Management Computers
- 10 UPS or Battery Backups/Surge Protectors

Estimate of Work to be Performed:

Prices are good for 30 working days unless specified in writing.

Correctional facility control system 1220 with features noted above as indicated.

Including design engineering, programming, labor for installation, test, training and verification of 1220 system, control cabinets or panels, and a LIFETIME WARRANTY

Total: \$383,108.88

HEART OF TEXAS COMMUNITY HEALTH CENTER, INC.

(DBA, Family Health Center)

Providing Primary Healthcare Services to the Vulnerable of the Heart of Texas

Main Administrative and Residency Program Site

1600 Providence Drive
Waco, TX 76707
254-313-4201

June 19, 2020

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

Wiley Stem, III
Manager, City of Waco
P.O. Box 2570
Waco, TX 76702

Dear Judge Felton and Mr. Stem:

Please accept this letter as a request for a **1.8% increase** in the City of Waco's and McLennan County's funding commitment to the Family Health Center (FHC) for Fiscal Year 2020-2021. The requested increase is in line with the *US Bureau of Labor Statistics*' medical services' 12-month inflation rate as of May, 2020. The rate reflects Family Health Center services and excludes costs that often underlie large annual increases in health insurance premiums.

I'd like to express the Center's sincere appreciation for the **2.3% increase** last year. We are both humbled and proud to provide much-needed primary care services to the vulnerable of our community and all others who choose us. In 2019, we provided care to 58,831 unduplicated patients. 33% of our patients are entirely uninsured—and of those carrying insurance, the majority have Medicaid. FHC's provision of primary care, mental health services and dental care are key in preventing disease, managing chronic conditions, helping individuals stay at work and preventing avoidable use of the emergency room and hospital.

Obtaining payments due for services delivered to Medicaid recipients challenges us constantly, and there continues to be uncertainty regarding ongoing federal grant funding for Federally Qualified Health Centers (FQHCs) like Family Health Center. The fact that the 1115 Waiver funding via MACS is no longer available poses new challenges. In contradistinction, the *stability* of your funding in primary healthcare for the County and City's vulnerable residents is deeply appreciated. Thank you.

As has been shared in years past, the following information highlights the reasons your participation in this investment is so critical.

The fact that McLennan County does not have a hospital district with local tax funding like the nine largest Texas counties places much more importance on stable funding for both Family Health Center and the hospitals. Those large urban counties have a tax base that provides a healthcare funding floor, and as mentioned in last year's letter, most have a medical school's clinical staff to help provide a "healthcare safety net" for vulnerable patients. McLennan County has neither. That places the burden squarely on our local hospitals, local private physicians, and the Family Health Center to provide care without the funding those large counties provide, or having access to other state and county funding not connected to direct Medicaid income. Without that level of local funding, we are more vulnerable when State or Federal funding is delayed or threatened for any reason.

The Center saw significant increases in care delivery in 2019. Patient visits of all types rose from 235,032 to 241,842! The three-year change in our uninsured population is up 7%. We graduated another 12 highly-trained family physicians from our 50-year-old family medicine residency training program and assisted with the training of over 150 other healthcare professionals during the year.

This year, the Center is struggling from extensive financial damage to revenues caused by the SARS-CoV-2 pandemic. Each year, we work hard to have a balanced budget, and this year we expect a large deficit due to unforeseeable changes in public health. We will recover from this crisis, but it will be a challenging road—making City and County support all the more critical to our success.

The Center's staff and Boards are committed to increasing services' capacity to meet growing demand whenever it is possible and fundable. We are conscious of funding issues the City of Waco and McLennan County face every year, and especially this year due to the pandemic. Our costs continue to be some of the lowest among urban FQHCs and are significantly less than the same care provided in a non-FQHC model.

Our fiscal year 2020-21 request of the **City of Waco is \$1,176,736.96, an increase of \$20,806.74**, and our fiscal year 2020-21 request of **McLennan County is \$747,616.02, an increase of \$13,219.14**. It is our Boards' and my hope that you both will find our activities and value of healthcare services worthy of the requested **1.8%** increase.

We thank you for your support. The Center continues its commitment to improving the quality of life in our community by providing the highest level of primary healthcare to those in need—in the most efficient way possible. Please do not hesitate to contact me if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read 'J. Griggs', with a long horizontal flourish extending to the right.

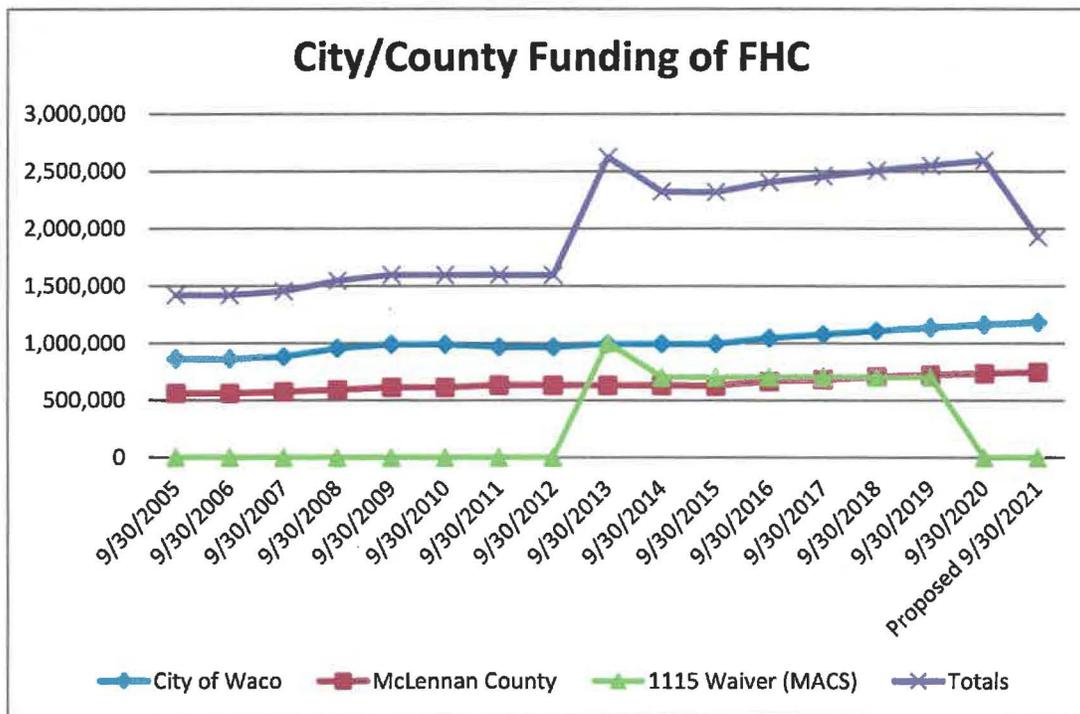
Jackson O. Griggs, MD, FAAFP
Chief Executive Officer

cc: Alfred Solano, Board Chair, HOTCHC, Inc.
Bradley Ford, Deputy Manager, City of Waco

Enclosures: 1) Graph of historical funding from City of Waco and McLennan County
2) HOTCHC Audit for FY 2018-19

CITY & COUNTY FUNDING BY FISCAL YEAR

| Fiscal Year | City of Waco | McLennan County | 1115 Waiver (MACS) | Totals |
|---------------------------|---------------------|-------------------|-------------------------|---------------------|
| 9/30/2005 | 855,760.00 | 560,000.00 | - | 1,415,760.00 |
| 9/30/2006 | 855,760.00 | 560,000.00 | - | 1,415,760.00 |
| 9/30/2007 | 876,298.00 | 573,440.00 | - | 1,449,738.00 |
| 9/30/2008 | 950,834.04 | 589,496.00 | - | 1,540,330.04 |
| 9/30/2009 | 983,264.04 | 610,718.00 | - | 1,593,982.04 |
| 9/30/2010 | 983,264.04 | 610,718.00 | - | 1,593,982.04 |
| 9/30/2011 | 961,262.04 | 629,040.00 | - | 1,590,302.04 |
| 9/30/2012 | 961,262.00 | 629,040.00 | - | 1,590,302.00 |
| 9/30/2013 | 990,099.96 | 629,040.00 | 1,000,000.00 | 2,619,139.96 |
| 9/30/2014 | 990,099.96 | 629,376.75 | 700,000.00 | 2,319,476.71 |
| 9/30/2015 | 990,099.96 | 624,999.96 | 700,000.00 | 2,315,099.92 |
| 9/30/2016 | 1,039,605.00 | 660,492.00 | 700,000.00 | 2,400,097.00 |
| 9/30/2017 | 1,070,793.15 | 680,306.76 | 700,000.00 | 2,451,099.91 |
| 9/30/2018 | 1,102,274.47 | 700,307.78 | 700,000.00 | 2,502,582.25 |
| 9/30/2019 | 1,129,941.56 | 717,885.51 | 700,000.00 | 2,547,827.07 |
| 9/30/2020 | 1,155,930.22 | 734,396.88 | 700,000.00 (pending) | 2,590,327.09 |
| Proposed 9/30/2021 | 1,176,736.96 | 747,616.02 | --- | 1,924,352.98 |



Heart of Texas Community Health Center, Inc.
Financial Statements and
Supplementary Information
September 30, 2019 and 2018
(With Independent Auditor's Report Thereon)

Heart of Texas Community Health Center, Inc.

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INDEPENDENT AUDITOR'S REPORT

The Board of Directors
Heart of Texas Community Health Center, Inc.:

Report on the Financial Statements

We have audited the accompanying financial statements of Heart of Texas Community Health Center, Inc. (the "Center") which comprise the statements of financial position as of September 30, 2019 and 2018, and the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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 audits. We conducted our audits 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 auditor's 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 Center'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 Center'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.

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Center as of September 30, 2019 and 2018, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal and state awards, as required by Title 2 U.S. Code of Federal Regulations (“CFR”) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated February 14, 2020, on our consideration of the Center’s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that report is 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 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 Center’s internal control over financial reporting and compliance.

Jaynes, Kestmeier, Boyd & Threlwell, P.C.

February 14, 2020

Heart of Texas Community Health Center, Inc.

Statements of Financial Position

September 30, 2019 and 2018

| | <u>2019</u> | <u>2018</u> |
|--|--------------------------|-----------------------|
| <u>Assets</u> | | |
| Current assets: | | |
| Cash and cash equivalents | \$ 22,716,927 | 13,413,754 |
| Receivables: | | |
| Patient, less allowance for estimated adjustments and doubtful accounts of \$10,916,186 and \$10,642,232, respectively | 3,953,330 | 7,333,099 |
| Due from affiliate | 3,236,269 | 3,095,931 |
| Current portion of note receivable from Waco Family Practice Foundation | 333,913 | 348,338 |
| Employee | 449,443 | 500,180 |
| Other | 1,935,239 | 2,378,072 |
| Inventories | 427,964 | 419,849 |
| Prepaid expenses | 79,464 | 167,253 |
| Total current assets | <u>33,132,549</u> | <u>27,656,476</u> |
| Noncurrent assets: | | |
| Noncurrent portion of note receivable from Waco Family Practice Foundation | - | 333,913 |
| Land, building, leasehold improvements and equipment, net of accumulated depreciation | 5,751,722 | 6,235,952 |
| Total noncurrent assets | <u>5,751,722</u> | <u>6,569,865</u> |
| Total assets | <u>\$ 38,884,271</u> | <u>34,226,341</u> |

See accompanying notes to financial statements.

| | <u>2019</u> | <u>2018</u> |
|--|----------------------|-------------------|
| <u>Liabilities and Net Assets</u> | | |
| Current liabilities: | | |
| Accounts payable | \$ 1,221,715 | 3,436,518 |
| Accrued liabilities | 3,296,655 | 2,717,278 |
| Deferred revenue | 644,837 | 395,699 |
| Current portion of estimated retroactive adjustments - third-party payers | <u>1,661,187</u> | <u>1,243,459</u> |
| Total current liabilities | <u>6,824,394</u> | <u>7,792,954</u> |
| Net assets: | | |
| Without donor restrictions: | | |
| Invested in property and equipment | 5,751,722 | 6,235,952 |
| Designated | 2,332,260 | 2,134,139 |
| Undesignated | <u>23,975,895</u> | <u>18,063,296</u> |
| Total net assets | <u>32,059,877</u> | <u>26,433,387</u> |
| | | |
| Total liabilities and net assets | <u>\$ 38,884,271</u> | <u>34,226,341</u> |

Heart of Texas Community Health Center, Inc.

Statements of Activities

Years Ended September 30, 2019 and 2018

| | <u>2019</u> | <u>2018</u> |
|---|----------------------|-------------------|
| Changes in net assets without donor restrictions: | | |
| Revenue: | | |
| Fees: | | |
| Patient fees | \$ 50,342,932 | 45,776,619 |
| Other fees | 42,000 | 42,000 |
| Contributions: | | |
| City of Waco/McLennan County | 2,547,827 | 2,502,583 |
| Department of Health and Human Services | 4,123,925 | 4,242,842 |
| Texas Health and Human Services Commission | 485,913 | 551,697 |
| Episcopal Health Foundation | 220,451 | 271,575 |
| Hillcrest Hospital | 300,000 | 300,000 |
| Local donors | 763,014 | 782,189 |
| United Way | 126,598 | 186,562 |
| Indigent patient programs | 178,668 | 239,401 |
| Contracted services with affiliate | 3,438,159 | 3,451,387 |
| Electronic health record incentive program | 433,500 | 476,000 |
| Interest income | 156,019 | 89,909 |
| Other | 374,023 | 164,004 |
| Total unrestricted revenue | <u>63,533,029</u> | <u>59,076,768</u> |
| Expenses: | | |
| Medical operations | 54,827,822 | 53,289,029 |
| Management and general | 3,078,717 | 2,665,967 |
| Total expenses | <u>57,906,539</u> | <u>55,954,996</u> |
| Change in net assets without donor restrictions | 5,626,490 | 3,121,772 |
| Net assets at beginning of year | <u>26,433,387</u> | <u>23,311,615</u> |
| Net assets at end of year | <u>\$ 32,059,877</u> | <u>26,433,387</u> |

See accompanying notes to financial statements.

Heart of Texas Community Health Center, Inc.

Statement of Functional Expenses

Year Ended September 30, 2019

| | <u>Medical Operations</u> | <u>Management and General</u> | <u>Total</u> |
|---|-------------------------------|-----------------------------------|-----------------------|
| Salaries | \$ 33,512,411 | 1,540,698 | 35,053,109 |
| Employee health and retirement benefits | 3,135,491 | 131,011 | 3,266,502 |
| Payroll taxes | <u>2,282,857</u> | <u>103,700</u> | <u>2,386,557</u> |
| Total salaries and related expenses | 38,930,759 | 1,775,409 | 40,706,168 |
| Professional fees and contract services | 768,188 | 106,395 | 874,583 |
| Pharmaceutical supplies | 5,651,479 | - | 5,651,479 |
| Supplies | 3,901,329 | 11,778 | 3,913,107 |
| Telephone and utilities | 443,492 | 8,542 | 452,034 |
| Postage and shipping | 48,319 | 505 | 48,824 |
| Professional and general liability insurance | - | 121,936 | 121,936 |
| Repair and maintenance | 1,327,762 | 157,134 | 1,484,896 |
| Conferences, conventions, and meetings | 706,606 | 35,689 | 742,295 |
| Printing and publications | 25,336 | 75 | 25,411 |
| Rent | 2,428,891 | 783,678 | 3,212,569 |
| Other | <u>595,661</u> | <u>77,576</u> | <u>673,237</u> |
| Total expenses | <u>\$ 54,827,822</u> | <u>3,078,717</u> | <u>57,906,539</u> |

See accompanying notes to financial statements.

Heart of Texas Community Health Center, Inc.

Statement of Functional Expenses

Year Ended September 30, 2018

| | <u>Medical Operations</u> | <u>Management and General</u> | <u>Total</u> |
|---|-------------------------------|-----------------------------------|-----------------------|
| Salaries | \$ 31,249,365 | 1,357,707 | 32,607,072 |
| Employee health and retirement benefits | 6,609,939 | 124,477 | 6,734,416 |
| Payroll taxes | <u>2,066,950</u> | <u>86,696</u> | <u>2,153,646</u> |
| Total salaries and related expenses | 39,926,254 | 1,568,880 | 41,495,134 |
| Professional fees and contract services | 717,915 | 115,458 | 833,373 |
| Pharmaceutical supplies | 4,203,381 | - | 4,203,381 |
| Supplies | 3,742,922 | 6,834 | 3,749,756 |
| Telephone and utilities | 486,341 | 9,087 | 495,428 |
| Postage and shipping | 52,581 | 793 | 53,374 |
| Professional and general liability insurance | 1,477 | 122,436 | 123,913 |
| Repair and maintenance | 999,984 | 169,732 | 1,169,716 |
| Conferences, conventions, and meetings | 636,849 | 33,489 | 670,338 |
| Printing and publications | 35,233 | - | 35,233 |
| Rent | 1,906,250 | 549,083 | 2,455,333 |
| Other | <u>579,842</u> | <u>90,175</u> | <u>670,017</u> |
| Total expenses | <u>\$ 53,289,029</u> | <u>2,665,967</u> | <u>55,954,996</u> |

See accompanying notes to financial statements.

Heart of Texas Community Health Center, Inc.

Statements of Cash Flows

Years Ended September 30, 2019 and 2018

| | <u>2019</u> | <u>2018</u> |
|---|----------------------|-------------------|
| Cash flows from operating activities: | | |
| Change in net assets | \$ 5,626,490 | 3,121,772 |
| Adjustments to reconcile change in net assets to net cash provided by operating activities: | | |
| Depreciation | 482,373 | 481,415 |
| Loss on disposition of equipment | 1,857 | - |
| Provision for estimated adjustments and bad debts | 8,982,246 | 6,031,143 |
| Changes in operating assets and liabilities: | | |
| Increase in patient accounts receivable | (5,602,477) | (8,937,815) |
| Increase in due from affiliates | (140,338) | (1,694,844) |
| Decrease (increase) in employee and other receivables | 493,570 | (483,684) |
| Decrease (increase) in inventories | (8,115) | 3,272 |
| Decrease (increase) in prepaid expenses | 87,789 | (2,870) |
| Increase (decrease) in accounts payable | (2,214,803) | 2,397,986 |
| Increase in accrued liabilities | 579,377 | 1,167,648 |
| Increase in estimated retroactive adjustments - third-party payers | 417,728 | 154,654 |
| Increase in deferred revenue | 249,138 | 128,165 |
| Net cash provided by operating activities | <u>8,954,835</u> | <u>2,366,842</u> |
| Cash flows from investing activities: | | |
| Principal payments received on note receivable | 348,338 | 339,330 |
| Purchase of fixed assets | - | (37,874) |
| Net cash provided by investing activities | <u>348,338</u> | <u>301,456</u> |
| Net increase in cash and cash equivalents | 9,303,173 | 2,668,298 |
| Cash and cash equivalents at beginning of year | <u>13,413,754</u> | <u>10,745,456</u> |
| Cash and cash equivalents at end of year | <u>\$ 22,716,927</u> | <u>13,413,754</u> |

See accompanying notes to financial statements.

Heart of Texas Community Health Center, Inc.

Notes to Financial Statements

September 30, 2019 and 2018

(1) Summary of Significant Accounting Policies(a) Description of Business

The Heart of Texas Community Health Center, Inc. (the "Center") operates as a Texas nonprofit corporation and a Federally Qualified Health Center (FQHC). The Center has contracted to provide patient care services, both medical and dental, and administer various grants and contracts for McLennan County Medical Education and Research Foundation (MCMERF). The Center receives Section 330 federal grant funding from the U.S. Department of Health and Human Services' Health Resources and Services Administration, which entitles the Center to certain benefits such as cost-based reimbursement for Medicaid and Medicare services, the lowest available pricing on pharmaceuticals, protection under the Federal Tort Claims Act, and guaranteed participation in any managed Medicare or Medicaid programs. The mission of the Center is to provide primary healthcare services to the vulnerable population and other residents in the Waco/McLennan County area.

The Center contracts with MCMERF to provide patient care, billing and administration services. Contributions received for patient care services received by MCMERF are paid to the Center and recorded in the financial statements as "contracted services with affiliate".

The Waco Family Practice Foundation (WFPF) manages the endowment, building and certain equipment activities of the Center and MCMERF. WFPF leases substantially all of its buildings and equipment to the Center.

The Center, MCMERF and WFPF are affiliated companies under common management. Therefore, management is in a position to determine the allocation of revenues and expenses to the affiliated companies under its influence.

(b) Cash Equivalents

The Center considers all highly liquid investments with a maturity of three months or less when purchased to be cash equivalents. Cash and cash equivalents included \$18,847,855 and \$11,243,466 in money market accounts and certificates of deposits at September 30, 2019 and 2018, respectively.

At September 30, 2019 and 2018 and throughout the years then ended, the Center maintained cash deposits in excess of federally insured limits.

Heart of Texas Community Health Center, Inc.Notes to Financial Statements
(Continued)(1) Summary of Significant Accounting Policies (continued)(c) Employee Receivables

The Center pays relocation advances to its providers as compensation per their employment contracts. These advances are forgiven over a specified time period as stated in each provider's employment agreement, which is contingent upon provider's continued employment with the Center. If the provider terminates employment and does not fulfill their obligation under the contract, any remaining advance balance is due immediately.

(d) Inventories

Inventories of drugs and supplies are stated at cost, which is determined using the first-in, first-out method.

(e) Patient Accounts Receivable

The Center extends unsecured credit to its patients in the ordinary course of business but mitigates the associated credit risk by determining if the patient has insurance or other third-party coverage. Management has established an allowance for doubtful accounts based upon historical losses and existing economic conditions.

(f) Land, Building, Leasehold Improvements and Equipment

All land, building, leasehold improvements and equipment additions are stated at cost. Donated land, buildings, or equipment are stated at their estimated fair value or appraised value on the date donated. The Center capitalizes assets with estimated useful lives greater than one year and an acquisition cost greater than \$5,000. Depreciation is computed using the straight-line method over the estimated useful lives of the assets. Leasehold improvements are amortized on a straight-line basis over the shorter of the lease term or estimated useful life of the asset.

(g) Income Taxes

The Internal Revenue Service has ruled that the Center qualifies as an organization described in Section 501(c)(3) of the Internal Revenue Code and, accordingly, is generally exempt from federal income taxes. Additionally, the Center has been granted exemption from state income and sales taxes by the State of Texas Comptroller's Office.

Heart of Texas Community Health Center, Inc.Notes to Financial Statements
(Continued)(1) Summary of Significant Accounting Policies (continued)(g) Income Taxes (continued)

The Center recognizes the effect of income tax positions (including whether exempt income might be determined to be unrelated business income and whether it has properly maintained its exempt status) if such positions are probable of being sustained (i.e., probable that adjustments would not be detected and made by taxing authorities). Recognized income tax provisions are measured at the largest amount that is greater than 50% of being realized. Changes in the recognition or measurement are reflected in the period in which the change in judgment occurs. The Center records interest and penalties related to unrecognized tax benefits in management and general expenses.

(h) Patient Fees

Patient fees are recognized in the period in which services are performed and are reported based on established billing rates (gross charges) less contractual allowances and discounts, principally for patients covered by Medicare, Medicaid, managed care, and other health plans. Additionally, patient fees are reported at estimated net realizable amounts and include estimated retroactive revenue adjustments related to possible future audits, reviews, and investigations. Retroactive adjustments are considered in the recognition of revenue on an estimated basis in the period the related services are rendered, and such amounts are adjusted in future periods as adjustments become known or as years are no longer subject to such audits, reviews, and investigations.

(i) Support and Expenses

Contributions received and unconditional promises to give are measured at their fair values as an increase in net assets. The Center reports gifts of cash and other assets as restricted support if they are received with donor stipulations that limit the use of the donated assets, or if they are designated as support for future periods. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statements of activities as net assets released from restrictions. Donor restricted contributions whose restrictions are met in the same reporting period are reported as unrestricted support.

The Center reports gifts of goods and equipment as unrestricted support unless explicit donor stipulations specify how the donated assets must be used. Gifts of

Heart of Texas Community Health Center, Inc.Notes to Financial Statements
(Continued)(1) Summary of Significant Accounting Policies (continued)(i) Support and Expenses (continued)

long-lived assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire long-lived assets are reported as restricted support. Absent explicit donor stipulations about how long those long-lived assets must be maintained, the Center reports expirations of donor restrictions when the donated or acquired long-lived assets are placed in service. Expenses are recorded when incurred in accordance with the accrual basis of accounting.

(j) Employee Health Benefits

The Center is partially self-insured up to specified retention limits for employee health benefits. A liability for estimated claims is recorded which represents an estimate of the eventual loss on claims arising prior to year-end including claims incurred and not yet reported.

(k) Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates. Significant items subject to such estimates and assumptions include the useful lives of fixed assets, allowances for estimated adjustments and doubtful patient accounts, and estimated retroactive adjustments – third-party payers.

(2) Change in Accounting Principle

During 2019, the Center adopted Financial Accounting Standards Board (“FASB”) Accounting Standards Update (“ASU”) No. 2016-14. This standard did not have any impact on total net assets of the Center other than the requirement to report net assets in two new categories — (1) net assets without donor restrictions and (2) net assets with donor restrictions. The standard also requires additional disclosures for liquidity and functional expenses. The standard has been applied retrospectively to all periods presented.

Heart of Texas Community Health Center, Inc.

Notes to Financial Statements
(Continued)

(3) Land, Building, Leasehold Improvements and Equipment

Land, building, leasehold improvements and equipment at September 30, 2019 and 2018, consisted of the following:

| | <u>2019</u> | <u>2018</u> | Estimated Useful Lives |
|--------------------------------|---------------------|--------------------|---------------------------|
| Land - developed | \$ 151,380 | 151,380 | - |
| Equipment | 2,799,061 | 2,803,061 | 3 to 10 years |
| Building | 4,937,281 | 4,937,281 | 5 to 40 years |
| Leasehold improvements | 2,834,885 | 2,834,885 | 5 to 40 years |
| | <u>10,722,607</u> | <u>10,726,607</u> | |
| Less: accumulated depreciation | <u>(4,970,885)</u> | <u>(4,490,655)</u> | |
| | <u>\$ 5,751,722</u> | <u>6,235,952</u> | |

Depreciation expense charged to operations for 2019 and 2018 was \$482,373 and \$481,415, respectively.

(4) Transactions with Affiliates

The Center provides patient care services and the administration of various grants and contracts for MCMERF. Amounts due from MCMERF at September 30, 2019 and 2018 were \$3,236,269 and \$3,095,931, respectively. During the years ended September 30, 2019 and 2018, the Center received revenue from MCMERF amounting to \$3,438,159 and \$3,451,387, respectively. Effective October 1, 2018, the Center charges a monthly management fee to MCMERF for administrative services. Total management fees received from MCMERF in 2019 were \$115,800.

Following is the summarized financial statements of MCMERF as of and for the years ended September 30, 2019 and 2018:

| | <u>2019</u> | <u>2018</u> |
|----------------------|---------------------|------------------|
| Assets | \$ <u>3,574,359</u> | <u>3,546,799</u> |
| Liabilities | \$ 3,303,465 | 3,160,200 |
| Net assets | <u>270,894</u> | <u>386,599</u> |
| | <u>\$ 3,574,359</u> | <u>3,546,799</u> |
| Revenue | \$ 3,535,915 | 3,539,936 |
| Expenses | <u>3,651,620</u> | <u>3,537,973</u> |
| Change in net assets | <u>\$ (115,705)</u> | <u>1,963</u> |

Heart of Texas Community Health Center, Inc.

Notes to Financial Statements
(Continued)

(4) Transactions with Affiliates (continued)

The Center leases substantially all of the land, buildings and equipment utilized in the operations of the clinic for patient care services under various lease agreements with WFPF. Rent expense incurred under these leases for the years ended September 30, 2019 and 2018 amounted to \$2,512,836 and \$1,786,034, respectively, of which \$1,824 and \$1,357, respectively, was reimbursed by MCMERF.

Following is the summarized financial statements of WFPF as of and for the years ended September 30, 2019 and 2018:

| | <u>2019</u> | <u>2018</u> |
|----------------------|----------------------|-------------------|
| Assets | \$ <u>21,310,096</u> | <u>18,930,299</u> |
| Liabilities | 1,647,173 | 839,206 |
| Net assets | <u>19,662,923</u> | <u>18,091,093</u> |
| | \$ <u>21,310,096</u> | <u>18,930,299</u> |
| Revenue | \$ 2,830,865 | 2,236,092 |
| Expenses | <u>1,259,035</u> | <u>1,165,605</u> |
| Change in net assets | \$ <u>1,571,830</u> | <u>1,070,487</u> |

The Center also receives the use of certain medical equipment owned by WFPF at no cost. As a result, the Center has included \$92,400 and \$70,634 in contribution income and rent expense for the years ended September 30, 2019 and 2018 for the use of this equipment. Effective January 1, 2018, the Center charges a monthly management fee to WFPF for the use of certain administrative personnel. Total management fees received from WFPF were \$197,400 and \$135,000, respectively, in 2019 and 2018.

In 2006, the Center loaned money to WFPF for the construction of a pharmacy and additional office space to be added onto the Center's main clinic site. The note requires monthly installments of \$30,171 at a rate of 2.62% with final payment for all unpaid principal and interest due September 2020. The note receivable balance at September 30, 2019 and 2018 was \$333,913 and \$682,251, respectively.

Heart of Texas Community Health Center, Inc.Notes to Financial Statements
(Continued)(5) Conditional Promises to Give

The Center applied for and received approval for grants under Section 330 from the U.S. Department of Health and Human Services' Health Resources and Services Administration. However, the grants are conditional, based upon the Center incurring qualifying costs. At September 30, 2019 and 2018, the Center had not received or recognized contributions related to grants awarded in the amounts of \$2,555,025 and \$2,480,322, respectively, because the qualifying conditions had not been met.

(6) Retroactive Medicaid Prospective Payment System

The Center receives Medicaid payments under the Prospective Payment System ("PPS") methodology for visit encounters that are for Medicaid covered services as a Federally Qualified Health Center ("FQHC"). As per the Texas Administrative Code, FQHCs may request an adjustment to their effective encounter rate if documentation is provided that supports efficient operations or having had a change in scope. In 2018, the Center submitted all required documentation for a change in scope because of the increase in the number of service sites subsequent to 1999 of when having become an FQHC.

In response to this request for an FQHC Change in Scope-of-Service Cost Report to Texas Medicaid & Healthcare Partnership ("TMHP"), the Center received confirmation of approved encounter rate increases per correspondence dated September 7, 2018. Based on the correspondence, the Center was to be paid at increased encounter rates for the given time frames of October 1, 2016 to September 30, 2017 and October 1, 2017 to September 30, 2018 pending claim submission requirements.

The Center calculated retroactive PPS estimates for fiscal years ending 2017 and 2018, which were recorded at September 30, 2018 in response to the notification of the September 7, 2018 letter from TMHP. Patient revenue at September 30, 2018 included these estimates of retroactive payments and adjustments, as the retroactive estimates were considered in the recognition of revenue on an estimated basis at the time of notification and through the time period the services are rendered. Estimates, net of allowance for estimated adjustments and doubtful accounts, of \$1,600,841 for 2018 and \$1,041,843 for 2017 are reflected in patient receivables and patient fees at September 30, 2018 in the accompanying financial statements.

In addition, as a result of the complex nature of government reimbursement rules and the fact that settlements may occur years after the services were provided, it is not unusual for actual settlement amounts to differ significantly from estimated amounts. Therefore, related estimates will be adjusted in future periods once payments are received which will be after the close of the fiscal periods to which they apply. In consideration of this

Heart of Texas Community Health Center, Inc.Notes to Financial Statements
(Continued)(6) Retroactive Medicaid Prospective Payment System (continued)

uncertainty of the timing of the related receipts, it is important to disclose that, prior to these estimates, the operational surplus at September 30, 2018, was \$478,988.

Based on a review of system data and the dates of service of collections during 2019, it is estimated that related retroactive PPS payments received at September 30, 2019 totaled approximately \$3,877,446 for the period ending September 30, 2018. With this amount exceeding the accrual at September 30, 2018, the Center recognized the excess receipts as revenue at September 30, 2019. Any additional receipts related to this retroactive process will be recognized as revenue in the period in which they are received.

The retroactive PPS process resulted in abnormal comparisons with prior years. Patient receivables at September 30, 2018 of \$7,333,099 appear extremely high when compared with the \$3,953,330 balance at September 30, 2019; however, patient receivables of \$4,426,427 at September 30, 2017 is more comparable with the balance of \$3,953,330 at September 30, 2019.

(7) Electronic Health Record Incentive Program

The Health Information Technology for Economic and Clinical Health (HITECH) Act, enacted as part of the American Recovery and Reinvestment Act of 2009, was signed into law on February 17, 2009, to promote the adoption and meaningful use of health information technology. Beginning in 2011, the Medicare and Medicaid Electronic Health Record (EHR) Incentive Programs were established under the HITECH Act to encourage eligible professionals and eligible hospitals to adopt, implement, upgrade (AIU), and demonstrate meaningful use of certified EHR technology. These incentive programs, which involve meeting specific criteria in order to participate, require providers to attest to a single set of objectives and measures beginning in 2015. The focus of the programs is to demonstrate advanced use of certified EHR technology to support health information exchange and interoperability, advanced quality measurement, and maximizing clinical effectiveness and efficiencies.

While there are two EHR incentive programs, one for Medicare and one for Medicaid, providers are only allowed to participate in one of the programs. The Center is only qualified to participate in the Medicaid EHR Incentive Program based on the specific criteria. The program is administered voluntarily by states and territories, and payments are anticipated to be made through 2021 to eligible professionals who began participation by 2016 and continue to meet the required objectives and measures. An additional caveat for the Center, since it also treats Medicare patients, is the risk of a negative payment adjustment to its Medicare reimbursements if it does not continue to successfully demonstrate such meaningful use of its EHR system.

Heart of Texas Community Health Center, Inc.Notes to Financial Statements
(Continued)(7) Electronic Health Record Incentive Program (continued)

Through its participation in the Medicaid EHR Incentive Program, the Center received incentive payments of \$433,500 and \$631,023 for the years ended September 30, 2019 and 2018, respectively, for eligible professionals who attested to the AIU criteria of having certified EHR technology. Subsequent incentive payments to eligible professionals will be based on the ability to continue to demonstrate successful meaningful use of the certified EHR system.

(8) Concentration of Revenue

During the years ended September 30, 2019 and 2018, combined revenue from Medicare and Medicaid that is included in patient fees comprised 55% and 51%, respectively, of total unrestricted revenue.

(9) Contingencies

The Center participates in federal award programs which provide for primary healthcare and dental services to the vulnerable residents of McLennan County, Texas. Although the grant programs have been audited in accordance with the provisions of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, through September 30, 2019, the programs are still subject to financial and compliance audits by grantor agencies. The amount, if any, of expenditures that may be disallowed by the granting agencies cannot be determined at this time, although the Center expects such amounts, if any, to be immaterial.

The Center is involved in various claims and legal actions arising in the ordinary course of business. In the opinion of management, the ultimate disposition of these matters will not have a material adverse effect on the Center's financial position, results of operations or liquidity.

(10) Estimated Retroactive Adjustments – Third-Party Payers

The Center has reserved net Medicare and Medicaid collections totaling \$1,661,187 and \$1,243,459 at September 30, 2019 and 2018, respectively, pending federal and/or state audits of the related cost reports. During the years ended September 30, 2019 and 2018, the Center reserved 5% of Medicare and Medicaid collections, in addition to deferring refunds received based on preliminary adjustments made by the federal government. Management believes the reserves should be adequate for any adverse audit findings by oversight and funding entities.

Heart of Texas Community Health Center, Inc.Notes to Financial Statements
(Continued)(10) Estimated Retroactive Adjustments – Third-Party Payers (continued)

The Center released previously reserved collections of \$1,243,459 and \$1,088,805 during 2019 and 2018, respectively, into patient revenue for amounts no longer subject to any liability of audit adjustment. Management has elected to designate a portion of net assets, \$2,332,260 and \$2,134,139 at September 30, 2019 and 2018, respectively, for potential reimbursements of Medicare and Medicaid collections to the government. The designation is solely at the discretion of management and may be changed at any time. Laws and regulations governing the Medicare and Medicaid programs are extremely complex and subject to interpretations. As a result, there is at least a reasonable possibility that recorded estimates will change by a material amount in the near term.

(11) Liability Under Self-Insured Group Medical Insurance Plan

The Center sponsors a partially self-insured group medical insurance program. The plan is designed to provide “specific” or per person stop-loss coverage provided by a commercial reinsurer in order to limit the Center’s exposure. The Center’s maximum claim exposure is limited to \$75,000 per person per policy year. In addition, the Center has also purchased “aggregate” or group-wide protection of 125% of expected claims to have a maximum or worst-case liability. As of September 30, 2019 and 2018, the Center had 494 and 471 employees, respectively, enrolled in the plan. The plan provides non-contributory coverage for employees and contributory coverage for dependents. The Center’s contributions totaled \$553,763 and \$579,688 in 2019 and 2018, respectively.

The Center recognizes accruals based on the aggregate amount of the liability for reported claims and an estimated liability for claims incurred but not reported. At September 30, 2019 and 2018, “accrued liabilities” included liabilities related to this plan of \$1,071,376 and \$858,385, respectively.

(12) Employee Benefits

The Center co-sponsors a defined contribution benefit plan (the “Plan”) for all employees working over 1,000 hours per year. The Center made discretionary contributions to the Plan of \$686,033 and \$626,069 for 2019 and 2018, respectively. Allocations of the contributed amount are based on employee earnings and can be directed into 26 different investment options at the employee’s discretion. As a result of the Pension Protection Act of 2006, the Plan was amended effective January 1, 2007. Employees hired prior to January 1, 2007, are vested 100% in the plan after attaining five years (1,000 hours per year) of employment, whereas employees hired on or after January 1, 2007 will be vested on a 20% graduated scale after two years of employment, becoming 100% vested in the

Heart of Texas Community Health Center, Inc.Notes to Financial Statements
(Continued)(12) Employee Benefits (continued)

plan after attaining six years (1,000 hours per year) of employment. Effective January 1, 2015, the required amount of hours per year for vesting purposes was reduced from 1,000 to 500.

During years of significant improvements and efficiencies, the Center will make Board-approved off-cycle discretionary contributions to the Plan in addition to the budgeted amount (amount reflected above). As a result, the Board approved an additional 4% contribution at December 31, 2016 of \$1,140,919 which was funded in December 2016 and \$2,716,878 at September 30, 2018 which was funded in December 2018.

(13) Operating Leases with Non-Affiliates

The Center is obligated under four operating leases for office space that expire on or before May 31, 2020. Rent expense incurred under operating leases with non-affiliates for the years ended September 30, 2019 and 2018 was \$380,316 and \$365,514, respectively. Future minimum payments under these lease agreements as of September 30, 2019 consist of \$122,964 due in 2020.

(14) Indigent Patient Programs

While serving the community, and thus furthering its mission to provide primary health care services to the vulnerable of Waco and McLennan County, the Center facilitates its most vulnerable patients in qualifying for free prescribed medications from pharmaceutical companies' indigent patient programs (IPPs). The Center's most vulnerable patients are generally defined as those patients living at or below 200% of federal poverty guidelines who have few, if any, resources (i.e., insurance) to purchase pharmaceuticals. If the patient qualifies with a particular IPP, the patient receives, directly from the Center's pharmacy, free pharmaceuticals. In all cases, the IPP provides name brand prescription medications (versus generic prescriptions).

The Center accounts for the receipt of the pharmaceuticals by recording inventory and deferred revenue at an amount equal to what the Center could buy the pharmaceuticals for, and records the income and expense at the time the medications are dispensed to the patient. The Center recognized \$178,668 and \$239,401 for contributed prescription medications in the statements of activities for the years ended September 30, 2019 and 2018, respectively. Also, included in inventories and deferred revenue at September 30, 2019 and 2018 was \$110,188 and \$95,849, respectively, of contributed medications that had not yet been dispensed at year-end.

Heart of Texas Community Health Center, Inc.

Notes to Financial Statements
(Continued)

(15) Availability and Liquidity

Financial assets available for general expenditure, that is without donor or other restrictions limiting their use, within one year of the date of the statement of financial position are comprised of the following:

| | |
|--|----------------------|
| Financial assets at September 30, 2019: | |
| Cash and cash equivalents | \$ 22,716,927 |
| Receivables | <u>9,908,194</u> |
| | 32,625,121 |
| Less amounts designated for potential Medicare and Medicaid collection reimbursements to the government | <u>(2,332,260)</u> |
| Financial assets available to meet general expenditures over the next twelve months | \$ <u>30,292,861</u> |

As part of its liquidity plan, the Center maintains its excess cash available to meet general expenditures over the next twelve months in operating and money market accounts and certificates of deposit with various financial institutions.

(16) Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis in the statements of activities. Accordingly, certain costs have been allocated among the programs and supporting services on the basis of benefits received. Such allocations are determined by management on an equitable basis. Expenses, such as salaries and related costs, supplies, and rent, have been allocated among the functional categories either directly, based on time and effort or other functional expenses, depending on the type of expense being allocated.

(17) Subsequent Events

Subsequent events have been evaluated through February 14, 2020, which is the date the financial statements were available to be issued, and determined there are no items to disclose.

Supplementary Information

Heart of Texas Community Health Center, Inc.
Schedule of Expenditures of Federal and State Awards
Year Ended September 30, 2019

| <u>Grantor/Pass-Through Grantor/ Program or Cluster Title</u> | <u>Federal CFDA Number</u> | <u>Pass-Through Entity Identifying Number</u> | <u>Passed Through to Subrecipients</u> | <u>Total Federal and State Expenditures</u> |
|---|------------------------------------|---|--|---|
| Federal Awards | | | | |
| <i>U.S. Department of Health and Human Services</i> | | | | |
| Direct Programs: | | | | |
| Health Center Program Cluster | 93.224 | | \$ - | \$ 3,894,266 |
| Pass through Texas Health and Human Services Commission: | | | | |
| CHS-Title V-Child Health & Dental Services - FFS | 93.994 | 2016-003930-02 | - | 213,518 |
| CHS-Title V-Child Health & Dental Services - FFS | 93.994 | HHS000136500025 | - | 16,142 |
| | | | <u>-</u> | <u>229,660</u> |
| Total Expenditures of Federal Awards | | | <u>-</u> | <u>4,123,926</u> |
| State Awards | | | | |
| <i>Texas Health and Human Services Commission</i> | | | | |
| Family Planning - FFS | | 529-16-0102-00019 | - | 384,495 |
| Family Planning - FFS | | 529-16-0102-00019 | - | 367 |
| | | | <u>-</u> | <u>384,862</u> |
| CHS - Title V - Prenatal Services - FFS | | 2016-003893-02 | - | 89,885 |
| CHS - Title V - Prenatal Services - FFS | | 2016-003893-02 | - | 11,166 |
| | | | <u>-</u> | <u>101,051</u> |
| Total Expenditures of State Awards | | | <u>-</u> | <u>485,913</u> |
| Total Expenditures of Federal and State Awards | | | <u>\$ -</u> | <u>\$ 4,609,839</u> |

See accompanying notes to schedule of expenditures of federal and state awards.

Heart of Texas Community Health Center, Inc.

Notes to Schedule of Expenditures of Federal and State Awards

September 30, 2019

(1) Basis of Presentation

The accompanying Schedule of Expenditures of Federal and State Awards (the "Schedule") includes the grant activity of the Center under programs of the federal and state governments for the year ended September 30, 2019. The information in this Schedule is presented in accordance with the requirements of Title 2 *U.S. Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* ("Uniform Guidance"). Because the Schedule presents only a selected portion of the operations of the Center, it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Center.

(2) Summary of Significant Accounting Policies

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Pass-through entity identifying numbers are presented where available.

(3) Indirect Cost Rate

The Center has elected not to use the 10% de minimis indirect cost rate allowed under the Uniform Guidance.



WACO-McLENNAN COUNTY
Public Health District

Waco-McLennan County Public Health District

Brenda C. Gray, Director
225 W. Waco Drive, Waco, Texas 76707
Phone 254-750-5459
Fax: 254-750-5452
brendag@wacotx.gov

- City of Bellmead*
- City of Beverly Hills*
- City of Bruceville-Eddy*
- City of Crawford*
- City of Gholson*
- City of Golinda*
- City of Hallsburg*
- City of Hewitt*
- City of Lacy-Lakeview*
- City of Leroy*
- City of Lorena*
- City of Mart*
- City of McGregor*
- City of Moody*
- City of Riesel*
- City of Robinson*
- City of Ross*
- City of Waco*
- City of West*
- City of Woodway*
- McLennan County*

June 15, 2020

Judge Scott Felton
McLennan County
PO Box 1728
Waco, TX 76703

Dear Judge Felton:

The Waco-McLennan County Public Health District (Health District) is the entity created by the Waco-McLennan County Public Health District Cooperative Agreement, executed by McLennan County and municipalities located in McLennan County to perform public health functions. The Health District performs public health functions though the provision of child/adult immunizations, epidemiology and communicable disease investigations and treatment, health education, public health emergency preparedness and other services.

Health District staff endeavors to provide high quality preventive health services in order that McLennan County residents have an opportunity to live in a community where all people can live, work, play and thrive. While continuing to play a vital role in the education and support of healthier lifestyle choices for citizens, we are advancing Public Health 3.0. with the lens of health equity through: 1) Bridging the gap between public health and primary care, 2) Building a culture of health both internally & community-wide, and 3) Being a voice to champion health equity. This will be accomplished through the provision of public health services and partner collaborations being under girded by four key strategic priorities: 1) Effective Communication, 2) Meaningful Engagement, 3) Strong Leadership and 4) Intentional Synergy.

Section 7.4 of the current Cooperative Agreement states that no later than May 1st of each year, the Director shall send to the Board and the governing body of each Member, a copy of the proposed budget and notice of the proposed contribution by each Government Member, based on the contribution formula outlined under subsection 7.5. Section 7.5.1 of the Cooperative Agreement, which was amended and approved for Fiscal Year 18-19, states that contributions for persons residing within McLennan County shall begin at One Dollar and Twenty-Five (\$1.25) per person for persons residing within McLennan County. Each year, this pro capita contribution will increase by twenty-five cents (\$0.25), so that during the fifth year of this five-year agreement (or between October 1, 2022 and September 30, 2023), the County will contribute Two Dollars and Twenty-Five (\$2.25) per person residing within McLennan County.

Fiscal Year 20-21 will be year 3, of the tiered funding contribution level. The current contribution of \$1.50 per person will increase to \$1.75 per person. If McLennan County chooses to participate as a Funding Member, the annual contribution will be \$430,010.00 based on a population of 245,720 at \$1.75 per person. The funding assessment is based on the latest population figures available from the 2017 Estimates at Census.gov. Please complete the Funding Choice Form and return to April Snyder at the address on this letterhead by August 14, 2020. You may also email the completed form to Aprils@wacotx.gov or fax it to 254-750-5452. The proposed budget will be provided later.

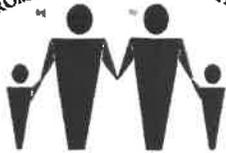
I am appreciative of your support for preventive health services as a proven, cost effective means to improve the health status for our citizens. I would be happy to visit with you or any of the council members to discuss any questions or concerns you may have prior to July 31, 2020.

Sincerely,

A handwritten signature in black ink that reads "Brenda C. Gray". The signature is written in a cursive, flowing style.

Brenda C. Gray, PhD, MPH
Director of Public Health

cc: Dustin Chapman, County Administrator, McLennan County



City of Bellmead

City of Beverly Hills

*City of Bruceville-
Eddy*

City of Crawford

City of Gholson

City of Golinda

City of Hallsburg

City of Hewitt

*City of Lacy-
Lakeview*

City of Leroy

City of Lorena

City of Mart

City of McGregor

City of Moody

City of Riesel

City of Robinson

City of Ross

City of Waco

City of West

City of Woodway

McLennan County

FUNDING FOR FY 2020-2021

McLennan County with a population of 245, 720

Is interested in being a:

___ Non-Funding Member

___ Funding Member

___ at \$1.75 per person

Signed by: _____

Date: _____

Print Name & Title: _____

Please return to the Health District by either fax
(254)750-5452 or by mail to:

Brenda C. Gray, Director
Waco-McLennan County Public Health District
225 W. Waco Drive
Waco, TX 76707

McLENNAN COUNTY  APPRAISAL DISTRICT

June 15, 2020

Dear Valued Participating Entity:

As we contemplate the 2021 budget for the District, which is attached and represents a small decrease over last year's budget, we want to make you aware of other fiscally responsible actions taken on your behalf by the District.

The current philosophy is to commit and maintain funds for reasonably anticipated expenses for approximately a quarter of our annual budget. For the 2019 budget year, the District collected \$411k more from you than was spent on the operations of the District. The overages are mainly in unfilled positions and court costs that have been rescheduled to 2021. Given the current financial difficulties we are all facing, the Board of Directors have elected to refund the entire excess back to the entities collectively.

This credit will be applied on your fiscal Fourth Quarter invoice, which will be mailed to you on August 15, 2020. Later this month you will receive a worksheet showing your anticipated revised payment for the upcoming quarter.

We appreciate your continued support as we work to accomplish our state-mandated task of determining fair market value for all properties within McLennan County. We anticipate the public budget hearing will be held mid-August if you have any comments you would like shared with the Board of Directors.

Should you have any questions, please don't hesitate to contact us.

Sincerely,

Joe Don Bobbitt
John Kinnaird

MCLENNAN COUNTY APPRAISAL DISTRICT 2021 PROPOSED BUDGET DETAIL

We currently serve 45 taxing entities that include 20 school districts, 20 cities, the county and 5 other entities. We are responsible for appraising more than 125,000 parcels with a market value in excess of twenty billion dollars. Our overall budget for 2019 will decrease slightly from our 2019 budget. The major items responsible for the change include the completion of the street level photography, reducing legal expenses due to the Litigation Fund balance account and freezing salaries. We have also attempted to reduce the amount of cushion in the budget so that we may reduce the entity contribution and also the amount that we return or apply to the subsequent budget.

ORDINARY INCOME

Income is comprised of allocated payments from the taxing entities served by the appraisal district. Allocations are based on the percentage obtained by dividing the levy for each entity by the total levy of all entities. Additional income is generated from interest earned on the bank accounts, open records requests and personal property rendition penalties.

EXPENSES

Salaries: Current salaries will be maintained with only the addition of a part time litigation appraiser to reduce pending litigation. Our staff is currently comprised of 42 employees, of which 22 are appraisers. All but three, out of the 22 appraisers, are registered professional appraisers with the State of Texas. The trainees must complete the five-year training period to achieve this designation. The appraisers are required to have professional designations that require extensive training and testing along with continuing education courses to continue their employment.

Benefits: Health insurance costs are estimated to increase 5% over current costs. We have historically managed to reduce this cost by using our HRA plan and providing coverage with higher deductibles.

Longevity pay is granted to full time McCAD employees who have been with the district for at least five years as of January 1, 2008. Longevity is paid at a rate of \$4 per month, per full year of service, up to a maximum of \$1,200.

Pension: The TCDRS budgeted rate is 13% for 2020, which remains unchanged from 2019 and is higher than the required rate to reduce the unfunded portion. We have eliminated \$30,000 in the budget to be applied to the district's TCDRS Unfunded Actuarial Accrued Liability (UAAL). This additional has payment has been reduced as the funded ratio is over 90%.

Professional Services: Appraisal Review Board (ARB) members will be paid at \$175.00 per full day and \$87.50 for half days. The chairman is paid \$200.00 per full day and \$100 for half days. ARB costs have increased in the last few years as number of protests increase with market values.

The appraisal services expense line item covers contractual services with Capitol Appraisal Group (CAGI). Capitol Appraisal works utility properties, mineral properties, and specialty properties. These specialty properties include: Riesel Power Plant, telephone towers and cable companies. For 2021 all industrial properties will be transferred to CAGI to help eliminate back logs for the commercial department.

Legal fees are budgeted for the services with McCreary, Veselka, Bragg, and Allen Law firm. Growing litigation expenses are responsible for the decreased refunds to the entities in past years. We are lowering the 2020 Budget for legal fees as we now have the Litigation Fund when large trial expenses exceed the typical annual budget. The district is anticipating at least one high value case to go to trial in 2021 that could cost several hundred thousand dollars to defend.

Temp services have also decreased due to revamping the protest process in order to be more efficient and less time consuming.

Office Operating Expenses: Office supplies have increased in cost over the last few years and the district has increased its use of State purchasing contracts. Printing expenses, including costs for processing Notices of Appraised Value, personal property renditions, and personal property penalty letters, have also increased.

Additional postage costs are due to increased requirements to notify taxpayers of changes and increases in the amount of certified mail. Insurance expenses cover general liability, property (real and contents), electronic data processing, accounts receivable/valuable papers, commercial crime, umbrella liability, and employee/public officials' liability.

The district has signed up for a new data source that provides commercial data for the entire state for any property that has a loan included in a commercial mortgage backed security. The new data source is deemed necessary as the state has access to it and has been using it against districts in the property value study. It may also be helpful in determining impacts due to Covid-19 for the 2021 appraisal year.

Maintenance Expenses: The software maintenance budget includes maintenance expenses for the computer assisted mass appraisal software used for valuing properties, as well as, software for GIS mapping, and deed information. These items increase approximately 2%-3% each year. Since replacing our old elevator, we have been able to reduce our overall building maintenance costs.

CAPITAL OUTLAY

We will be flying each school district according to our future reappraisal plans. Continuing with "Change Finder" options for our aerial flights, we will be able to work more efficiently and also meet legislation mandates for inspecting properties once every three years. It also allows us to pick up new improvements that did not have building permits issued for them. The cost for aerials will be minimal when compared to the value added by picking up these new improvements. We replaced our servers in 2015 and expect them to remain in service until 2021.

DEBT SERVICE EXPENSE

These budgeted expenses cover twelve months of mortgage payments. We refinanced the building with Capital One in 2016, lowering our interest rate from 5.84545% to 4.5%. This will save the entities over \$100,000 in additional interest over the life of the loan.

CONTINGENCY FUND

The contingency fund is decreased \$25,000 to \$100,000 for additional contingency items that may come up. There is no pending litigation against the District other than valuation related cases. Additionally, the board has implemented policies to ensure that sufficient capital reserves are in place to maintain a positive fund balance, now and in the future, as well as having developed a 5-year budget forecast.

**MCLENNAN COUNTY APPRAISAL DISTRICT
YEARLY BUDGET COMPARISON**

| YEAR | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 |
|---|-----------|-----------|-----------|-----------|-----------|-----------|
| TOTAL BUDGET AMOUNT | 3,931,923 | 4,015,115 | 4,640,293 | 4,465,382 | 4,383,511 | 4,372,817 |
| % BUDGET INCREASE | -12.90% | 2.12% | 15.57% | -3.77% | -1.83% | -0.24% |
| ENTITY CONTRIBUTION | 3,913,850 | 3,998,615 | 4,240,290 | 4,228,661 | 4,358,511 | 4,347,817 |
| TOTAL EXPENSE AUDITED | 3,905,032 | 3,628,095 | 3,940,399 | 4,064,539 | | |
| ***WHAT SHOULD HAVE BEEN CREDITED | 8,818 | 370,520 | 299,891 | 164,122 | | |
| ENTITY ACTUAL CREDITED AMOUNT | 0 | 385,853 | 222,572 | 411,189 | | |
| FUND BALANCE | 630,655 | 630,655 | 730,655 | 1,116,507 | | |
| CONTINGENCY FUNDS | 200,000 | 150,000 | 100,000 | 100,000 | 125,000 | 100,000 |
| NUMBER OF EMPLOYEES | 41 | 41 | 42 | 42 | 44 | 44 |
| *** This is the difference between the Entity Contribution & what the District actually spent. | | | | | | |

**MCLENNAN COUNTY APPRAISAL DISTRICT
2021 PRELIMINARY ANNUAL BUDGET**

| | 2020 BUDGET | 2021 | \$ CHANGE | PERCENT CHANGE | Comment |
|--|------------------|------------------|-----------|-------------------|---|
| 5000 SALARIES | | | | | |
| 5001 ADMINISTRATION | 301,775 | 301,775 | 0 | 0.0% | |
| 5002 APPRAISAL | 997,242 | 997,242 | 0 | 0.0% | |
| 5003 MAPPING | 270,895 | 271,300 | 405 | 0.1% | |
| 5004 CLERICAL | 408,317 | 405,952 | (2,365) | -0.6% | |
| 5006 PART TIME | 0 | 48,000 | 48,000 | 4800000% | MAI Appraiser |
| 5008 AUTO & PHONE ALLOWANCE | 137,020 | 137,020 | 0 | 0.0% | |
| TOTAL SALARIES | 2,115,249 | 2,161,289 | | | |
| | | 2.18% | | | |
| 5100 BENEFITS | | | | | |
| 5105 FICA TAX EXPENSE | 162,600 | 162,100 | (500) | -0.3% | |
| 5110 HEALTH INSURANCE | 228,200 | 239,000 | 10,800 | 4.7% | |
| 5110-1 PB&H DEDUCTIBLE (HRA) | 33,700 | 35,100 | 1,400 | 4.2% | |
| 5113 DISABILITY | 7,200 | 7,200 | 0 | 0.0% | |
| 5115 LIFE INSURANCE | 9,100 | 9,100 | 0 | 0.0% | |
| 5120 LONGEVITY | 15,700 | 15,100 | (600) | -3.8% | |
| 5125 PENSION | 277,100 | 276,700 | (400) | -0.1% | |
| 5126 PENSION UAAL | 30,000 | 0 | (30,000) | -100.0% | |
| 5130 UNEMPLOYMENT COMPENSATION | 9,200 | 7,400 | (1,800) | -19.6% | |
| 5135 WORKMANS COMPENSATION | 17,300 | 17,300 | 0 | 0.0% | |
| TOTAL BENEFITS | 790,100 | 769,000 | | | |
| | | -2.67% | | | |
| 5200 PROFESSIONAL SERVICES | | | | | |
| 5201 APPRAISAL REVIEW BOARD | 100,000 | 120,000 | 20,000 | 20.0% | |
| 5205 APPRAISAL SERVICES | 26,000 | 66,000 | 40,000 | 153.8% | |
| 5210 AUDIT | 6,500 | 6,700 | 200 | 3.1% | Industrial Properties assigned to Capitol Appraisal Group |
| 5215 BOARD OF DIRECTORS | 1,200 | 1,200 | 0 | 0.0% | |
| 5217 COBRA | 0 | 0 | 0 | 0.0% | |
| 5218 COMPUTER SERVICES | 4,500 | 4,500 | 0 | 0.0% | |
| 5220 CONSULTING SERVICES | 0 | 0 | 0 | 0.0% | |
| 5220-1 ACCOUNTING | 13,110 | 13,110 | 0 | 0.0% | |
| 5220-2 MISC CONSULTING | 25,000 | 0 | (25,000) | -100.0% | Moved to subscriptions |
| 5220-5 HOMESTEAD AUDIT | 0 | 0 | 0 | 0.0% | |
| 5229 ARBITRATION | 15,000 | 15,000 | 0 | 0.0% | |
| 5230 LEGAL SERVICES | 0 | 0 | 0 | 0.0% | |
| 5230-1 RETAINER | 22,800 | 22,800 | 0 | 0.0% | |
| 5230-2 COURT COST | 250,000 | 180,000 | (70,000) | -28.0% | Litigation fund balance |
| 5230-3 MISC LEGAL SERVICES | 10,000 | 10,000 | 0 | 0.0% | |
| 5230-4 ARB Legal Counsel | 3,000 | 3,000 | 0 | 0.0% | |
| 5233 MOVING SERVICE | 0 | 0 | 0 | 0.0% | |
| 5234 PAYROLL SERVICE FEE | 4,869 | 4,869 | (1) | 0.0% | |
| 5235 PERSONAL PROPERTY LISTS | 2,800 | 2,800 | 0 | 0.0% | |
| 5239 SHREDDING SERVICE | 500 | 1,500 | 1,000 | 200.0% | Clean out containers of files past retention period |
| 5240 TEMP SERVICES | 25,000 | 25,000 | 0 | 0.0% | |
| TOTAL PROFESSIONAL SERVICES | 510,279 | 476,479 | | | |
| | | -6.62% | | | |
| 5300 OFFICE OPERATING EXPENSES | | | | | |
| 5301 DUES AND MEMBERSHIPS | 8,000 | 8,000 | 0 | 0.0% | |
| 5305 FORMS AND PRINTING | 0 | 0 | 0 | 0.0% | |
| 5305-1 NOTICES | 28,000 | 28,000 | 0 | 0.0% | |
| 5305-2 RENDITIONS | 5,500 | 5,500 | 0 | 0.0% | |
| 5305-3 MISC | 4,000 | 4,400 | 400 | 10.0% | |
| 5310 INSURANCE | 8,500 | 8,500 | 0 | 0.0% | |
| 5315 LEGAL PUBLICATIONS | 8,000 | 8,000 | 0 | 0.0% | |
| 5317 MILEAGE REIMBURSEMENT | 300 | 300 | 0 | 0.0% | |
| 5320 OFFICE EQUIPMENT RENTAL | 0 | 0 | 0 | 0.0% | |
| 5320-1 POSTAGE MACHINE | 5,000 | 5,000 | 0 | 0.0% | |
| 5320-2 COPIERS | 10,000 | 10,000 | 0 | 0.0% | |
| 5330 POSTAGE AND FREIGHT | 0 | 0 | 0 | 0.0% | |
| 5330-1 POSTAGE | 94,000 | 148,100 | 54,100 | 57.6% | Additional mailing requirements |
| 5330-2 FREIGHT | 1,000 | 1,000 | 0 | 0.0% | |
| 5335 SMALL EQUIPMENT AND FURNITURE | 1,500 | 1,500 | 0 | 0.0% | |
| 5336 SMALL SOFTWARE | 1,500 | 1,500 | 0 | 0.0% | |
| 5340 SUBSCRIPTIONS AND BOOKS | 24,000 | 88,200 | 64,200 | 267.5% | Reclassified 25,000 from consulting, and new appraisal data service |
| 5345 SUPPLIES | 0 | 0 | 0 | 0.0% | |
| 5345-1 OFFICE SUPPLIES | 24,000 | 24,000 | 0 | 0.0% | |
| 5350 TRAINING AND EDUCATION | 22,000 | 25,000 | 3,000 | 13.6% | |
| 5355 TRAVEL | 15,000 | 15,000 | 0 | 0.0% | |
| 5360 UTILITIES | 0 | 0 | 0 | 0.0% | |
| 5360-1 PHONE AND INTERNET | 14,000 | 13,500 | (500) | -3.6% | |
| 5360-2 ELECTRIC | 23,000 | 21,000 | (2,000) | -8.7% | |
| 5360-4 WATER AND SEWER | 3,500 | 4,000 | 500 | 14.3% | |
| 5365 MISC EXPENSE | 1,000 | 1,000 | 0 | 0.0% | |
| TOTAL OFFICE OPERATING EXPENSES | 301,800 | 421,500 | | | |
| | | 39.66% | | | |

| | | | | | |
|---|---------------------|---------------------|--------------------|--------------|---|
| 5400 MAINTENANCE EXPENSES | | | | | |
| 5401 BUILDING | 15,000 | 15,000 | 0 | 0.0% | |
| 5401-1 JANITORIAL SERVICES | 15,840 | 15,840 | | 0.0% | |
| 5402 ELEVATOR | 1,000 | 1,000 | 0 | 0.0% | |
| 5403 LAWN SERVICE | 4,000 | 4,000 | | 0.0% | |
| 5405 COMPUTER EQUIPMENT-HARDWARE | 3,000 | 2,000 | (1,000) | -33.3% | |
| 5410 SMALL EQUIPMENT AND FUNITURE | 2,000 | 2,000 | 0 | 0.0% | |
| 5415 SOFTWARE MAINTENANCE | 0 | 0 | 0 | 0.0% | |
| 5415-1 TRUE AUTOMATION | 137,436 | 168,902 | 31,466 | 22.9% | Increase for Mobile platform |
| 5415-5 SOFTWARE SERVICE | 4,000 | 4,000 | 0 | 0.0% | and disaster recovery |
| 5415-6 ESRI | 9,900 | 9,900 | 0 | 0.0% | |
| TOTAL MAINTENANCE EXPENSES | 192,176 | 222,642 | | | |
| | | 15.85% | | | |
| 5500 CAPITAL OUTLAY | | | | | |
| 5501 BUILDING IMPROVEMENTS | 7,000 | 5,000 | (2,000) | -28.6% | |
| 5502 SMALL EQUIPMENT | 1,500 | 2,500 | 1,000 | 66.7% | |
| 5505 LARGE EQUIPMENT | 15,000 | 10,000 | (5,000) | -33.3% | |
| 5510 LARGE FURNITURE | 1,000 | 1,000 | 0 | 0.0% | |
| 5525 AERIAL PHOTOGRAPHY | 196,000 | 75,000 | (121,000) | -61.7% | Street level Photography contract ended |
| TOTAL CAPITAL OUTLAY | 220,500 | 93,500 | | | |
| | | -57.60% | | | |
| 5600 DEBT SERVICE EXPENSE | | | | | |
| 5601 DEBT SERVICE INTEREST--BUILDING | 43,324 | 39,452 | (3,872) | -8.9% | |
| 5605 DEBT SERVICE PRINCIPLE--BUILDING | 85,083 | 88,955 | 3,872 | 4.6% | |
| TOTAL DEBT SERVICE EXPENSE | 128,407 | 128,407 | | | |
| | | 0.00% | | | |
| 6000 CONTINGENCY FUND | | | | | |
| 6010 GENERAL CONTINGENCY FUND | 125,000 | 100,000 | (25,000) | -20.0% | |
| TOTAL CONTINGENCY FUND | 125,000 | 100,000 | | | |
| | | -20.00% | | | |
| TOTAL OPERATING BUDGET | \$ 4,383,511 | \$ 4,372,817 | (10,695) | -0.2% | |
| | | -0.24% | | | |
| LESS BUDGETED GENERAL INCOME | | | | | |
| 4033 INTEREST ON INVESTMENTS | - | - | | 0.0% | |
| 4015 INTEREST ON BANK ACCTS | 15,000 | 15,000 | 0 | | |
| 4040 MISCELLANEOUS REVENUE | 2,000 | 2,000 | 0 | 0.0% | |
| 4045 BPP RENDITION PENALTY REVENUE | 8,000 | 8,000 | 0 | 0.0% | |
| TOTAL GENERAL INCOME | 25,000 | 25,000 | 0 | | |
| LESS FUND BALANCE CREDIT TO ENTITIES | 0 | 0 | | | |
| TOTAL ENTITY SUPPORT | \$4,358,511 | \$ 4,347,817 | \$ (10,695) | -0.2% | |
| | | -0.25% | | | |
| Fund Balances | | | | | |
| Litigation | 300,000 | | | | |
| Capital Improvements | 80,663 | | | | |
| Technology and Professional Services | 735,845 | | | | |
| | 1,116,508 | | | | |

**MCLENNAN COUNTY APPRAISAL DISTRICT
Profit Loss Budget Yearly Comparison**

| | Final Budget | Approved | Estimated | | Forecast | | | | |
|---|-------------------|------------------|------------------|-------------|------------------|------------------|------------------|------------------|------------------|
| | 2019 | 2020 | 2021 | | 2022 | 2023 | 2024 | 2025 | 2026 |
| Litigation | | | 300,000 | | | | | | |
| Capital Improvements | | | 80,663 | | | | | | |
| Technology and Professional Services | | | 735,845 | | | | | | |
| Income | | | | | | | | | |
| 4020 · Revenue from Taxing Entities | 4,451,232 | 4,358,511 | 4,347,817 | 0% | 4,387,881 | 4,571,685 | 4,542,411 | 4,620,112 | 4,699,180 |
| 4030 · Interest on Investments | 150 | | | | | | | | |
| 4035 · Interest - Bank Accts | | 15,000 | 15,000 | | 15,000 | 15,000 | 15,000 | 15,000 | 15,000 |
| 4040 · Miscellaneous Revenue | 4,000 | 2,000 | 2,000 | 0% | 4,000 | 4,000 | 4,000 | 4,000 | 4,000 |
| 4045 · BPP RENDITION PENALTY REVENUE | 10,000 | 8,000 | 8,000 | 0% | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 |
| Total Income | 4,465,382 | 4,383,511 | 4,372,817 | 0% | 4,416,881 | 4,600,685 | 4,571,411 | 4,649,112 | 4,728,180 |
| Gross Profit | 4,465,382 | 4,383,511 | 4,372,817 | 0% | 4,416,881 | 4,600,685 | 4,571,411 | 4,649,112 | 4,728,180 |
| Expense | | | | | | | | | |
| 5000 · Salaries | | | | | | | | | |
| 5001 · Administration | 293,475 | 301,775.00 | 301,775 | 0% | 309,319 | 317,052 | 324,979 | 333,103 | 341,431 |
| 5002 · Appraisal | 953,020 | 997,242.00 | 997,242 | 0% | 1,022,173 | 1,047,727 | 1,073,921 | 1,100,769 | 1,128,288 |
| 5003 · Mapping | 267,585 | 270,895.00 | 271,300 | 0% | 278,083 | 285,035 | 292,160 | 299,464 | 306,951 |
| 5004 · Clerical | 396,102 | 408,317.00 | 405,952 | -1% | 416,101 | 426,503 | 437,166 | 448,095 | 459,297 |
| 5006 · Part Time | | | 48,000 | | 48,000 | 48,000 | 48,000 | 48,000 | 48,000 |
| 5008 · Auto and Phone Allowance | 137,020 | 137,020 | 137,020 | 0% | 137,020 | 137,020 | 137,020 | 137,020 | 137,020 |
| Total 5000 · Salaries | 2,047,202 | 2,115,249 | 2,161,289 | 2% | 2,210,696 | 2,261,338 | 2,313,246 | 2,366,451 | 2,420,987 |
| 5100 · Benefits | | | | | | | | | |
| 5105 · FICA Tax Expense | 153,900 | 162,600 | 162,100 | 0% | 176,856 | 180,907 | 185,060 | 189,316 | 193,679 |
| 5110 · Health Insurance | | | | | | | | | |
| 5110-1 · PB&H-Deductible | 33,700 | 33,700 | 35,100 | 4% | 35,100 | 35,100 | 35,100 | 35,100 | 35,100 |
| 5110 · Health Insurance - Other | 227,900 | 228,200 | 239,000 | 5% | 243,780 | 248,656 | 253,629 | 258,701 | 263,875 |
| Total 5110 · Health Insurance | 261,600 | 261,900 | 274,100 | 5% | 278,880 | 283,756 | 288,729 | 293,801 | 298,975 |
| 5113 · Disability Long Term Insurance | 6,100 | 7,200 | 7,200 | 0% | 7,200 | 7,200 | 7,200 | 7,200 | 7,200 |
| 5115 · Life Insurance | 8,600 | 9,100 | 9,100 | 0% | 9,100 | 9,100 | 9,100 | 9,100 | 9,100 |
| 5120 · Longevity | 13,500 | 15,700 | 15,100 | -4% | 16,000 | 16,000 | 16,000 | 16,000 | 16,000 |
| 5125 · Pension | 262,200 | 277,100 | 276,700 | 0% | 287,390 | 293,974 | 300,722 | 307,639 | 314,728 |
| 5126 · Pension UAAL-TCDRS | 30,100 | 30,000 | - | -100% | - | - | - | - | - |
| 5130 · Unemployment Compensation | 9,200 | 9,200 | 7,400 | -20% | 9,200 | 9,200 | 9,200 | 9,200 | 9,200 |
| 5135 · Workers Compensation-TML | 16,500 | 17,300 | 17,300 | 0% | 17,000 | 17,000 | 17,000 | 17,000 | 17,000 |
| Total 5100 · Benefits | 761,700 | 790,100 | 769,000 | -3% | 801,626 | 817,136 | 833,010 | 849,256 | 865,883 |
| 5200 · Professional Services | | | | | | | | | |
| 5201 · Appraisal Review Board | 119,200 | 100,000 | 120,000 | 20% | 100,000 | 100,000 | 100,000 | 100,000 | 100,000 |
| 5205 · Appraisal Services | 30,000 | 26,000 | 66,000 | 154% | 30,000 | 30,000 | 30,000 | 30,000 | 30,000 |
| 5210 · Audit-PB&H | 6,850 | 6,500 | 6,700 | 3% | 6,700 | 6,700 | 6,700 | 6,700 | 6,700 |
| 5215 · Board of Directors | 1,200 | 1,200 | 1,200 | 0% | 1,200 | 1,200 | 1,200 | 1,200 | 1,200 |
| 5218 · Computer Services | 20,000 | 4,500 | 4,500 | 0% | 4,500 | 4,500 | 4,500 | 4,500 | 4,500 |
| 5220 · Consulting Services | | | | | | | | | |
| 5220-1 · Accounting | 11,700 | 13,110 | 13,110 | 0% | 13,110 | 13,110 | 13,110 | 13,110 | 13,110 |
| 5220-2 · Misc Consulting | | 25,000 | | -100% | | | | | |
| 5220 · Homestead Audit Service | 112,300.00 | | | | | | | | |
| Total 5220 · Consulting Services | 124,000.00 | 38,110.00 | 13,110.00 | -66% | 13,110.00 | 13,110.00 | 13,110.00 | 13,110.00 | 13,110.00 |
| 5229 · Arbitration | 19,000 | 15,000 | 15,000 | 0% | 15,000 | 15,000 | 15,000 | 15,000 | 15,000 |

**MCLENNAN COUNTY APPRAISAL DISTRICT
Profit Loss Budget Yearly Comparison**

| | Final Budget | Approved | Estimated | | Forecast | | | | |
|---|----------------|----------------|----------------|-------------|----------------|----------------|----------------|----------------|----------------|
| | 2019 | 2020 | 2021 | | 2022 | 2023 | 2024 | 2025 | 2026 |
| 5230 · Legal Services | | | | | | | | | |
| 5230-1 · Retainer-MVBA | 24,000 | 22,800 | 22,800 | 0% | 22,800 | 22,800 | 22,800 | 22,800 | 22,800 |
| 5230-2 · Court Cost-MVBA | 155,000 | 250,000 | 180,000 | -28% | 180,000 | 180,000 | 180,000 | 180,000 | 180,000 |
| 5230-3 · Misc Legal Services | 20,000 | 10,000 | 10,000 | 0% | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 |
| 5230-4 · ARB Legal Counsel-RAY ARMSTRON | 5,000 | 3,000 | 3,000 | 0% | 3,000 | 3,000 | 3,000 | 3,000 | 3,000 |
| Total 5230 · Legal Services | 204,000 | 285,800 | 215,800 | -24% | 215,800 | 215,800 | 215,800 | 215,800 | 215,800 |
| 5234 · Payroll Service Fee | 4,869 | 4,869 | 4,869 | 0% | 4,869 | 4,869 | 4,869 | 4,870 | 4,870 |
| 5235 · Personal Property Lists | 2,800 | 2,800 | 2,800 | 0% | 2,800 | 2,800 | 2,800 | 2,800 | 2,800 |
| 5239 · Shredding Service | 500 | 500 | 1,500 | 200% | 500 | 500 | 500 | 500 | 500 |
| 5240 · Temp Service | 60,000 | 25,000 | 25,000 | 0% | 25,000 | 25,000 | 25,000 | 25,000 | 25,000 |
| Total 5200 · Professional Services | 592,419 | 510,279 | 476,479 | -7% | 419,479 | 419,479 | 419,479 | 419,480 | 419,480 |
| 5300 · Office Operation Expenses | | | | | | | | | |
| 5301 · Dues and Memberships | 6,000 | 8,000 | 8,000 | 0% | 8,000 | 8,000 | 8,000 | 8,000 | 8,000 |
| 5305 · Forms and Printing | | | | | | | | | |
| 5305-1 · Notices | 28,000 | 28,000 | 28,000 | 0% | 28,000 | 28,000 | 28,000 | 28,000 | 28,000 |
| 5305-2 · Renditions | 7,500 | 5,500 | 5,500 | 0% | 5,500 | 5,500 | 5,500 | 5,500 | 5,500 |
| 5305-3 · Misc | 5,000 | 4,000 | 4,400 | 10% | 4,400 | 4,400 | 4,400 | 4,400 | 4,400 |
| Total 5305 · Forms and Printing | 40,500 | 37,500 | 37,900 | 1% | 37,900 | 37,900 | 37,900 | 37,900 | 37,900 |
| 5310 · Insurance on Bldg-TML | 7,700 | 8,500 | 8,500 | 0% | 8,500 | 8,500 | 8,500 | 8,500 | 8,500 |
| 5315 · Legal Publications-Waco Tribune | 8,000 | 8,000 | 8,000 | 0% | 8,000 | 8,000 | 8,000 | 8,000 | 8,000 |
| 5317 · Mileage Reimbursement | 1,000 | 300 | 300 | 0% | 300 | 300 | 300 | 300 | 300 |
| 5320 · Office Equipment Rental | | | | | | | | | |
| 5320-1 · Postage Machine-Neopost | 5,000 | 5,000 | 5,000 | 0% | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 |
| 5320-2 · Copiers-CTWP | 10,000 | 10,000 | 10,000 | 0% | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 |
| Total 5320 · Office Equipment Rental | 15,000 | 15,000 | 15,000 | 0% | 15,000 | 15,000 | 15,000 | 15,000 | 15,000 |
| 5330 · Postage and Freight | | | | | | | | | |
| 5330-1 · Postage | 95,000 | 94,000 | 148,100 | 58% | 151,062 | 154,083 | 157,165 | 160,308 | 163,514 |
| 5330-2 · Freight | 1,500 | 1,000 | 1,000 | 0% | 1,000 | 1,000 | 1,000 | 1,000 | 1,000 |
| Total 5330 · Postage and Freight | 96,500 | 95,000 | 149,100 | 57% | 152,062 | 155,083 | 158,165 | 161,308 | 164,514 |
| 5335 · Small Equipment and Furniture | 2,000 | 1,500 | 1,500 | 0% | 1,500 | 1,500 | 1,500 | 1,500 | 1,500 |
| 5336 · Small Software | 3,000 | 1,500 | 1,500 | 0% | 1,500 | 1,500 | 1,500 | 1,500 | 1,500 |
| 5340 · Subscriptions and Books | 44,000 | 24,000 | 88,200 | 268% | 92,610 | 97,241 | 102,103 | 107,208 | 112,568 |
| 5345 · Supplies | | | | | | | | | |
| 5345-1 · Office Supplies | 24,000 | 24,000 | 24,000 | 0% | 24,000 | 24,000 | 24,000 | 24,000 | 24,000 |
| Total 5345 · Supplies | 24,000 | 24,000 | 24,000 | 0% | 24,000 | 24,000 | 24,000 | 24,000 | 24,000 |
| 5350 · Training and Education | 17,000 | 22,000 | 25,000 | 14% | 20,000 | 20,000 | 20,000 | 20,000 | 20,000 |
| 5355 · Travel | 15,000 | 15,000 | 15,000 | 0% | 15,000 | 15,000 | 15,000 | 15,000 | 15,000 |
| 5360 · Utilities | | | | | | | | | |
| 5360-1 · Phone and Internet | 14,000 | 14,000 | 13,500 | -4% | 13,500 | 13,500 | 13,500 | 13,500 | 13,500 |
| 5360-2 · Electric-Hudson | 23,000 | 23,000 | 21,000 | -9% | 24,000 | 24,000 | 24,000 | 24,000 | 24,000 |
| 5360-4 · Water and Sewer-City of Waco | 4,000 | 3,500 | 4,000 | 14% | 4,000 | 4,000 | 4,000 | 4,000 | 4,000 |
| Total 5360 · Utilities | 41,000 | 40,500 | 38,500 | -5% | 41,500 | 41,500 | 41,500 | 41,500 | 41,500 |
| 5365 · Misc Expenses | 1,000 | 1,000 | 1,000 | 0% | 1,000 | 1,000 | 1,000 | 1,000 | 1,000 |
| 5366 · Bank Service Fee | | | | | | | | | |
| Total 5300 · Office Operation Expenses | 321,700 | 301,800 | 421,500 | 40% | 426,872 | 434,524 | 442,467 | 450,716 | 459,282 |

**MCLENNAN COUNTY APPRAISAL DISTRICT
Profit Loss Budget Yearly Comparison**

| | Final Budget | Approved | Estimated | | Forecast | | | | |
|--|------------------|------------------|------------------|-------------|------------------|------------------|------------------|------------------|------------------|
| | 2019 | 2020 | 2021 | | 2022 | 2023 | 2024 | 2025 | 2026 |
| 5400 · Maintenance Expenses | | | | | | | | | |
| 5401 · Building | | | | | | | | | |
| 5401 Building Other | 16,000 | 15,000 | 15,000 | 0% | 15,000 | 15,000 | 15,000 | 15,000 | 15,000 |
| 5401-1 Janitorial Service | 20,000 | 15,840 | 15,840 | 0% | 16,500 | 16,500 | 16,500 | 16,500 | 15,840 |
| Total 5401 · Building | 36,000 | 30,840 | 30,840 | 0% | 31,500 | 31,500 | 31,500 | 31,500 | 30,840 |
| 5402 · Elevator | 5,000 | 1,000 | 1,000 | 0% | 2,000 | 2,000 | 2,000 | 2,000 | 2,000 |
| 5222 · Lawn Service | 3,000 | 4,000 | 4,000 | 0% | 4,000 | 4,000 | 4,000 | 4,000 | 4,000 |
| 5405 · Computer Equipment-Hardware | 6,000 | 3,000 | 2,000 | -33% | 3,000 | 3,000 | 3,000 | 3,000 | 3,000 |
| 5410 · Small Equipment and Furniture | 3,000 | 2,000 | 2,000 | 0% | 2,000 | 2,000 | 2,000 | 2,000 | 2,000 |
| 5415 · Software Maintenance | | | | | | | | | |
| 5415-1 · True Automation-Harris | 274,000 | 137,436 | 168,902 | 23% | 180,902 | 180,902 | 180,902 | 180,902 | 180,902 |
| 5415-5 · Software Service | 6,000 | 4,000 | 4,000 | 0% | 4,000 | 4,000 | 4,000 | 4,000 | 4,000 |
| 5415-6 · ESRI | 10,000 | 9,900 | 9,900 | 0% | 9,900 | 9,900 | 9,900 | 9,900 | 9,900 |
| 5415-7 · Email License | | | | | | | | | |
| Total 5415 · Software Maintenance | 290,000 | 151,336 | 182,802 | 21% | 194,802 | 194,802 | 194,802 | 194,802 | 194,802 |
| Total 5400 · Maintenance Expenses | 343,000 | 192,176 | 222,642 | 16% | 237,302 | 237,302 | 237,302 | 237,302 | 236,642 |
| Total Expense | 4,066,021 | 3,909,604 | 4,050,910 | 4% | 4,095,974 | 4,169,778 | 4,245,504 | 4,323,205 | 4,402,273 |
| Net Ordinary Income | 399,361 | 473,907 | 321,907 | -32% | 320,907 | 430,907 | 325,907 | 325,907 | 325,907 |
| 5500 · Capital Outlay | | | | | | | | | |
| 5501 · Building Improvements | 5,000 | 7,000 | 5,000 | -29% | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 |
| 5502 · Small Equipment | 5,000 | 1,500 | 2,500 | 67% | 1,500 | 1,500 | 1,500 | 1,500 | 1,500 |
| 5505 · Large Equipment | 50,000 | 15,000 | 10,000 | -33% | 10,000 | 120,000 | 15,000 | 15,000 | 15,000 |
| 5510 · Large Furniture | 1,000 | 1,000 | 1,000 | 0% | 1,000 | 1,000 | 1,000 | 1,000 | 1,000 |
| 5525 · Aerial Photography-Pictometry | 196,000 | 196,000 | 75,000 | -62% | 75,000 | 75,000 | 75,000 | 75,000 | 75,000 |
| Total 5500 · Capital Outlay | 257,000 | 220,500 | 93,500 | -58% | 92,500 | 202,500 | 97,500 | 97,500 | 97,500 |
| 5600 · Debt Service Expense | | | | | | | | | |
| 5601 · Debt Svc Interest-Bldg-Cap 1 | 46,735.63 | 43,324.00 | 39,452.00 | -9% | 35,404.00 | 31,172.00 | 26,747.00 | 22,121.00 | 17,284.00 |
| 5605 · Debt Svc Principal-Bldg-Cap 1 | 80,875.75 | 85,083.00 | 88,955.00 | 5% | 93,003.00 | 97,235.00 | 101,660.00 | 106,286.00 | 111,123.00 |
| Total 5600 · Debt Service Expense | 127,611 | 128,407 | 128,407 | 0% | 128,407 | 128,407 | 128,407 | 128,407 | 128,407 |
| 6000 · Contingency Fund | | | | | | | | | |
| 6010 · General Contingency Fund | 14,750 | 125,000 | 100,000 | -20% | 100,000 | 100,000 | 100,000 | 100,000 | 100,000 |
| Total 6000 · Contingency Fund | 14,750 | 125,000 | 100,000 | -20% | 100,000 | 100,000 | 100,000 | 100,000 | 100,000 |
| Total Other Expense | 399,361 | 473,907 | 321,907 | -32% | 320,907 | 430,907 | 325,907 | 325,907 | 325,907 |
| Net Other Income | -399,361 | -473,907 | -321,907 | -32% | -320,907 | -430,907 | -325,907 | -325,907 | -325,907 |
| Net Income | - | - | - | - | - | - | - | - | - |

| | | | | | |
|---------------------|----------------------|--------|---------------|------------|------------------|
| Storage Device | MAI Appraiser | 48,000 | Rear Driveway | ## Servers | PC 5 yr warranty |
| Photo project Yr3/3 | TREPP data | 42,000 | | | |
| Remote backup | Industrial Appraisal | 40,000 | | | |
| Emergency Exit | Postage | 54,000 | | | |
| | Technology | 31,000 | | | |

**MCLENNAN COUNTY APPRAISAL DISTRICT
POSITION AND PAY RANGE**

| POSITION CLASSIFICATION | PAY RANGE | NUMBER OF EMPLOYEES | HOURLY STARTING SALARY | MONTHLY STARTING SALARY | MONTHLY MAXIMUM SALARY | ANNUAL STARTING SALARY | ANNUAL MAXIMUM SALARY |
|--------------------------------|------------------|----------------------------|---|--------------------------------|-------------------------------|-------------------------------|------------------------------|
| DATA CLERK | 1 | 6 | 12.0200 | 1,923.20 | 2,789.95 | 25,002 | 36,269 |
| DATA ANALYST | 4 | 6 | 14.4238 | 2,307.81 | 3,347.90 | 30,001 | 43,523 |
| RECORDS TECHNICIAN | 5 | 3 | 15.2250 | 2,436.01 | 3,533.88 | 31,668 | 45,940 |
| JR APPRAISER | 7 | 4 | 16.8276 | 2,692.41 | 3,905.84 | 35,001 | 50,776 |
| STAFF APPRAISER | 8 | 14 | 17.6288 | 2,820.61 | 4,091.82 | 36,668 | 53,194 |
| ADMIN ASST | 8 | 2 | 17.6288 | 2,820.61 | 4,091.82 | 36,668 | 53,194 |
| GIS MAPPING TECH | 13 | 2 | 21.6351 | 3,461.62 | 5,021.72 | 45,001 | 65,282 |
| CUST SERV SUPERVISOR | 13 | 1 | 21.6351 | 3,461.62 | 5,021.72 | 45,001 | 65,282 |
| GIS MAPPING SUPERVISOR | 17 | 1 | 24.8402 | 3,974.43 | 5,765.64 | 51,668 | 74,953 |
| APPRAISAL SUPERVISOR | 24 | 3 | 30.4490 | 4,871.85 | 7,067.50 | 63,334 | 91,878 |
| ASST CHIEF APPR | 34 | 1 | 38.4617 | 6,153.87 | 8,927.31 | 80,000 | 116,055 |
| CHIEF APPRAISER | 0 | 1 | SALARY IS SET BY THE BOARD OF DIRECTORS | | | | |

Benefits include:

- Group Term Life Insurance
- Health Insurance
- Accidental Death
- Longevity
- Pension
- Long Term Disability

Average cost of benefits per employee: 17,402.83

**MCLENNAN COUNTY APPRAISAL DISTRICT
ESTIMATED 2021 BUDGET ALLOCATION**

**2021 TOTAL BUDGET = \$4,372,817
2021 ENTITY SUPPORT = \$4,347,817**

| JURISDICTION | 2019 TAX LEVY | PERCENT OF TOTAL LEVY & BUDGET | EST 2021 ALLOCATION | EST 2021 QUARTERLY PAYMENT |
|---|-----------------------|--------------------------------|---------------------|----------------------------|
| SCHOOL DISTRICTS | | | | |
| AXTELL ISD | 1,760,731.02 | 0.353121% | 15,353 | 3,838.26 |
| BOSQUEVILLE ISD | 2,838,749.13 | 0.569321% | 24,753 | 6,188.26 |
| BRUCEVILLE-EDDY ISD | 2,450,470.84 | 0.491450% | 21,367 | 5,341.84 |
| CHINA SPRING ISD | 13,774,788.11 | 2.762581% | 120,112 | 30,027.99 |
| CONNALLY ISD | 10,872,846.66 | 2.180587% | 94,808 | 23,701.98 |
| CRAWFORD ISD | 2,678,335.89 | 0.537149% | 23,354 | 5,838.57 |
| GHOLSON ISD | 633,347.69 | 0.127020% | 5,523 | 1,380.65 |
| HALLSBURG ISD | 1,049,705.84 | 0.210522% | 9,153 | 2,288.28 |
| LA VEGA ISD | 13,865,952.23 | 2.780864% | 120,907 | 30,226.72 |
| LORENA ISD | 8,770,442.67 | 1.758942% | 76,476 | 19,118.90 |
| MART ISD | 1,334,581.61 | 0.267655% | 11,637 | 2,909.29 |
| McGREGOR ISD | 6,490,427.94 | 1.301678% | 56,595 | 14,148.64 |
| MIDWAY ISD | 75,700,082.73 | 15.181911% | 660,082 | 165,020.41 |
| MOODY ISD | 1,832,959.54 | 0.367606% | 15,983 | 3,995.71 |
| OGLESBY ISD | 9,579.20 | 0.001921% | 84 | 20.88 |
| RIESEL ISD | 7,655,647.36 | 1.535366% | 66,755 | 16,688.73 |
| ROBINSON ISD | 10,810,560.41 | 2.168095% | 94,265 | 23,566.20 |
| VALLEY MILLS ISD | 984,288.40 | 0.197402% | 8,583 | 2,145.67 |
| WACO ISD | 94,539,421.31 | 18.960205% | 824,355 | 206,088.73 |
| WEST ISD | 6,308,475.59 | 1.265186% | 55,008 | 13,752.00 |
| COUNTY | | | | |
| MCLENNAN COUNTY | 91,074,322.94 | 18.265268% | 794,140 | 198,535.08 |
| CITIES | | | | |
| BELLMEAD, CITY OF | 1,580,739.77 | 0.317023% | 13,784 | 3,445.89 |
| BEVERLY HILLS, CITY OF | 531,618.70 | 0.106618% | 4,636 | 1,158.89 |
| BRUCEVILLE-EDDY, CITY OF | 347,214.80 | 0.069635% | 3,028 | 756.90 |
| CRAWFORD, CITY OF | 274,379.86 | 0.055028% | 2,393 | 598.13 |
| GHOLSON, CITY OF | 101,965.38 | 0.020450% | 889 | 222.28 |
| GOLINDA, CITY OF | 18,500.00 | 0.003710% | 161 | 40.33 |
| HALLSBURG, CITY OF | 15,830.13 | 0.003175% | 138 | 34.51 |
| HEWITT, CITY OF | 5,592,956.28 | 1.121687% | 48,769 | 12,192.22 |
| LACY-LAKEVIEW, CITY OF | 1,419,342.93 | 0.284654% | 12,376 | 3,094.06 |
| LEROY, CITY OF | 28,139.43 | 0.005643% | 245 | 61.34 |
| LORENA, CITY OF | 700,975.37 | 0.140583% | 6,112 | 1,528.07 |
| MART, CITY OF | 459,463.84 | 0.092147% | 4,006 | 1,001.60 |
| McGREGOR, CITY OF | 2,566,927.50 | 0.514806% | 22,383 | 5,595.71 |
| MOODY, CITY OF | 340,532.29 | 0.068295% | 2,969 | 742.33 |
| RIESEL, CITY OF | 1,827,835.95 | 0.366579% | 15,938 | 3,984.54 |
| ROBINSON, CITY OF | 4,566,363.08 | 0.915800% | 39,817 | 9,954.32 |
| VALLEY MILLS, CITY OF | 6,784.72 | 0.001361% | 59 | 14.79 |
| WACO, CITY OF | 86,326,738.05 | 17.313123% | 752,743 | 188,185.71 |
| WEST, CITY OF | 1,212,007.57 | 0.243072% | 10,568 | 2,642.08 |
| WOODWAY, CITY OF | 5,731,315.33 | 1.149435% | 49,975 | 12,493.83 |
| SPECIAL DISTRICTS | | | | |
| CASTLEMAN CREEK WATERSHED | 24,008.87 | 0.004815% | 209 | 52.34 |
| ELM CREEK WATERSHED | 13,720.74 | 0.002752% | 120 | 29.91 |
| MCLENNAN COMMUNITY COLLEGE | 29,444,800.32 | 5.905256% | 256,750 | 64,187.42 |
| LETOACANA CREEK WATER & CONTROL DIST #1 | 52,369.30 | 0.010503% | 457 | 114.16 |
| TOTAL | 498,620,247.32 | 100.000000% | 4,347,817 | 1,086,954.13 |

4,347,817

CALCULATION CHECK

**REAUTHORIZATION of PRIVATE SWITCH AGREEMENT with the
MCLENNAN COUNTY 9-1-1 EMERGENCY ASSISTANCE DISTRICT
(MCEAD)**

WHEREAS, on March 6, 2018, the Commissioners Court approved an agreement with the McLennan County 9-1-1 Emergency Assistance District (MCEAD) relative to equipping facilities in the McLennan County with a private telephone switch (PS); and

WHEREAS, that Agreement included interconnection of the PS with the current 9-1-1 Service Provider(s) of the MCEAD 9-1-1 network and the E9-1-1 Database system to have stations served by its PS equipment to offer Enhanced 9-1-1 service (selective routing, automatic number identification (ANI) and automatic location information (ALI); and

WHEREAS, that Agreement provided for a term to be effective on the date signed and continuing thereafter for a period of two (2) years, unless terminated earlier. Thereafter, the Agreement shall automatically renew each year until a party provides written notice of termination of no less than sixty (60) days prior to the end of the current term;

IT IS HEREBY DECLARED that on this ____ day of July, 2020, **the McLennan County Commissioners Court reauthorizes the current Private Switch Agreement with the McLennan County 9-1-1 Emergency Assistance District**

SCOTT M. FELTON, County Judge

HEWITT TEXAS

June 16, 2020

J.A. "Andy" Harwell
County Clerk
P.O. Box 1727
Waco, TX 76703

Dear Mr. Harwell:

Attached are two original signature pages of the Interlocal Cooperation Agreement between McLennan County and the City of Hewitt regarding the maintenance of East Panther Way and Ritchie Road approved by the Hewitt City Council on June 15, 2020.

Please return a completed signature page to me at the address below.

Best regards,



Lydia Lopez, TRMC/CMC
City Secretary

INTERLOCAL COOPERATION AGREEMENT BETWEEN McLENNAN COUNTY AND THE CITY OF HEWITT TO READJUST MAINTENANCE RESPONSIBILITIES FOR PORTIONS OF EAST PANTHER WAY AND RITCHIE ROAD

This Interlocal Cooperation Agreement is entered into by and between McLennan County, Texas ("County") and the City of Hewitt, Texas ("City").

RECITALS

WHEREAS, for good and sufficient purposes as authorized by law the County and the City agreed in 2014 by a Joint Resolution to an exchange of maintenance responsibilities whereby the County accepted maintenance of a portion of Ritchie Road (half of which is in the City's jurisdiction) in return for the City accepting maintenance for a portion of East Panther Way (within the County's jurisdiction) as shown on the exhibit to the Joint Resolution which exhibit is appended hereto as Exhibit A;

WHEREAS, changes in circumstances have created the need to readjust the previously agreed maintenance exchange;

WHEREAS, at the joint expense of the County and the City, Ritchie Road has been rebuilt and will not require maintenance for years. Further, when maintenance is required, neither the County or the City have the equipment to perform such maintenance, and a private contractor will do the work;

WHEREAS, at the same time East Panther Way has been deteriorating at a rate that cannot be fixed by the City's maintenance and the City does not have the capability to re-build the road;

WHEREAS, the best interests of the citizens and the traveling public require that the former exchange be modified.

NOW, THEREFORE, the parties agree as follows:

1. The recitals above are incorporated herein and made findings of fact.
2. Ritchie Road. The maintenance responsibility for the subject portion of Ritchie Road will revert to its original status, with the City being responsible for one-half of the road and the County being responsible for one-half of the road with the understanding that any future maintenance will require cooperation in the engagement of a private contractor.
3. East Panther Way. For the subject portion of East Panther Way, the City will be responsible for routine maintenance only (filling potholes, repairing line cuts, etc.). The County will be responsible to rebuild the road (re-work and add to the base and chip-seal the surface) on a recurring basis (every 3 to 4 years as needed). However, due to the spreading of asphalt by the City on the road, the first "re-build" of the subject portion of East Panther Way will only require a new chip-sealed surface, and will take place before or during the Summer of 2020.

4. The expenditures and costs undertaken by each party will be from then-current revenues available to the party.

5. This Agreement shall be for a term of one (1) year, to renew and extend for an additional one (1) year period at the end of the initial or any renewal term unless either party terminates this Agreement as set forth below.

6. Either party may terminate this Agreement at any time on 60 days written notice.

7. This Agreement replaces and cancels the prior Joint Resolution for Exchange of Road Maintenance Responsibilities.

8. This Agreement has been approved by the governing bodies of both parties.

SIGNED as dated below.

McLENNAN COUNTY, TEXAS

ATTEST:
J.A. "Andy" Harwell,
McLennan County Clerk
or Designated Deputy Clerk

By _____
Scott M. Felton
County Judge

County Clerk or Deputy Clerk

Date: _____

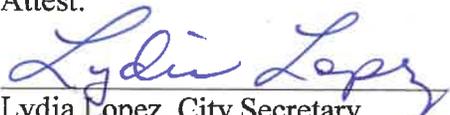
CITY OF HEWITT, TEXAS



Bo Thomas, City Manager



Date: 6-16-2020

Attest:


Lydia Lopez, City Secretary

**INTERLOCAL AGREEMENT
BETWEEN
CITY OF WACO & McLENNAN COUNTY
FOR
CENSUS 2020 SERVICES**

This agreement is made by and entered by the City of Waco, Texas, (“City”) and McLennan County, Texas (“County.”)

WHEREAS, Article I, Section 2 of the U.S. Constitution provides that every ten years, “Representatives and direct Taxes shall be apportioned among the several States which may be included within this Union, according to their respective Numbers...”; and

WHEREAS, money that the City and County receive in federal funds for disaster recovery, road improvements, public housing, school lunches, Medicaid, Medicare, and over 130 other programs is based on census data; and

WHEREAS, the loss of money for just one undercounted person is estimated to be \$15,000.00 over a ten-year period; and

WHEREAS, the estimated undercounted population currently in McLennan County is 62,107 persons; and

WHEREAS, the City and County agree that it is imperative to perform outreach to historically “harder to count” populations to secure their participation in the census; and

WHEREAS, the City and County agree that it is appropriate and advisable to enter into an Interlocal Cooperation Act Agreement wherein the City agrees to provide the personnel, equipment, training, and outreach in order to secure the most complete census count that can be accomplished on behalf of the City and the County,

NOW, THEREFORE, in consideration of the promises, covenants and agreements contained herein, the parties hereto mutually agree as follows:

1. The City agrees to provide to the County the services described below:
 - a. Reports to Commissioners on the status of the County self-response rates
 - b. Facebook, Instagram and Google ads targeted to undercounted population
 - c. Billboards
 - d. Access census “Get out the Count” toolkit and resources
 - e. Television and radio promotions
 - f. Outreach to census tracts with self-response rates below 50%
 - g. Provide Census Kiosks in locations that reach the most residents of Waco and McLennan County (with considerations of COVID-19 pandemic precautions)

F. Force Majeure: A period of time during which either party is prevented from performing any act required to be performed by this agreement by reason of fire, flood, hurricanes, strikes, lockouts or other industrial disturbances, explosions, civil commotion, acts of God or the public enemy, governmental prohibitions or preemptions, embargoes, the act of default of the other party, equipment failure, computer hardware or software failure or defects, power outages, or other events beyond reasonable control of the party, and which event makes performance hereunder commercially impractical, shall be added to the time for performance of such an act. In the event of such an occurrence impeding performance, the parties agree to use their best efforts to perform under the agreement as soon as reasonably practical and to use their best efforts to abate or cure the impediment where possible.

The employees hired to provide the services under this agreement are employees of the City and are subject to the will and control of the City. Employees shall not be considered servants, independent contractors or agents of the County.

This Agreement may be executed in multiple counterparts each of which constitutes an original.

[SIGNATURES ON NEXT PAGE]

EXECUTED ON THE _____ DAY OF _____, 2020.

ATTEST:

CITY OF WACO

Esmeralda Hudson, City Secretary

Wiley Stem III, City Manager

APPROVED AS TO FORM & LEGALITY:

Jennifer Richie, City Attorney

MCLENNAN COUNTY, TEXAS

Scott M. Felton, County Judge

ATTEST:

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

By: Deputy County Clerk

AIA Document G704™ – 2017

Certificate of Substantial Completion

PROJECT: *(name and address)*
Title IV-D Specialty Court
420 North 6th Street
Waco, Texas 76701

CONTRACT INFORMATION:
Contract For: General Construction and
ADA Renovation
Date: May 6, 2019

CERTIFICATE INFORMATION:
Certificate Number: 01

Date: February 11, 2020

OWNER: *(name and address)*
McLennan County
214 North 5th Street
Waco, Texas 76701

ARCHITECT: *(name and address)*
CP&Y, Inc.
PO Box 22007
Waco, Texas 76702

CONTRACTOR: *(name and address)*
K-4 Construction
1768 Greig Drive
Waco, Texas 76706

The Work identified below has been reviewed and found, to the Architect's best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate.
(Identify the Work, or portion thereof, that is substantially complete.)

| | | | |
|------------------------------|---|---------------------------|--------------------------------|
| <u>CP&Y, Inc.</u> |  | <u>DARRELL W. VICKERS</u> | <u>February 11, 2020</u> |
| ARCHITECT <i>(Firm Name)</i> | SIGNATURE | PRINTED NAME AND TITLE | DATE OF SUBSTANTIAL COMPLETION |

WARRANTIES

The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:
(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)

WORK TO BE COMPLETED OR CORRECTED

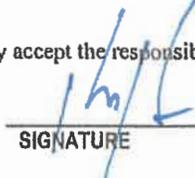
A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:
(Identify the list of Work to be completed or corrected.)

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within () days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: \$

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:
(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

| | | | |
|-------------------------------|---|---------------------------------|----------------|
| <u>K-4 Construction</u> |  | <u>KEITH HELFERT, PRESIDENT</u> | <u>6-30-20</u> |
| CONTRACTOR <i>(Firm Name)</i> | SIGNATURE | PRINTED NAME AND TITLE | DATE |

| | | | |
|--------------------------|-----------|------------------------|------|
| OWNER <i>(Firm Name)</i> | SIGNATURE | PRINTED NAME AND TITLE | DATE |
|--------------------------|-----------|------------------------|------|



823 Washington Ave., Suite 100
Waco, Texas 76701

May 11, 2020

McLennan County
215 N. 5th Street, Suite 130
Waco, Texas 76701

Attn: Zane Dunnam, P.E.

Re: Speegleville Road Improvements
Pay Request #2
Project No.: 1-02518.02

Mr. Dunnam:

Walker Partners has reviewed and approved the attached **Pay Request No. 2** for Knife River Corp - South in the amount of \$523,454.56.

Please sign both copies and mail one copy to Knife River. I would also appreciate it if you would e-mail me a scanned copy.

Feel free to contact me with any questions.

Sincerely,

Clark W. Gauer, P.E.
Client Manager

CWG:cwg

Attachment

Cc: Project File

**SECTION 00 62 76
APPLICATION FOR PAYMENT FORM**

Contractor's Application for Payment No.

2

| | |
|--|---|
| Contract Time: <u>350</u> Days | Project No.: <u>1-02518.02</u> |
| Elapsed Time: <u>43</u> Days | Period: <u>2/25/2020</u> To: <u>3/25/2020</u> |
| Project Name: <u>Speegleville Road</u> | Engineer: <u>Walker Partners LLC</u> |
| Owner: <u>McLennan County</u> | Contractor: <u>Knife River Corp - South</u> |

| | | | |
|-----|---|-----------|-------------------|
| 1. | Original Contract Amount..... | \$ | 11,399,891.29 |
| 2. | Owners Change Orders Thru No. 1 | | |
| 3. | Total Current Contract Amount | \$ | 11,399,891.29 |
| 4. | Total Completed To Date | \$ | 1,302,026.26 |
| 5. | Total Materials Stored To Date | \$ | - |
| 6. | Total Completed And Stored To Date | \$ | 1,302,026.26 |
| 7. | Retainage (5% Of Line 6) | \$ | 65,101.31 ✓ |
| 8. | Total Completed, Less Retainage | \$ | 1,236,924.94 |
| 9. | Less Amount Of Previous Estimates | \$ | 713,470.38 ✓ |
| 10. | <u>Amount Due This Application</u> | \$ | 523,454.56 |

| | | |
|---|----|---------------|
| 11. Balance To Finish, Plus Retainage (Line 3 - Line 6) | \$ | 10,162,966.35 |
| 12. Percent Completed To Date (Line 6 : Line 3) | \$ | 11.42% |

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

| | |
|-----|-----------------------|
| By: | Date: <u>4-1-2020</u> |
|-----|-----------------------|

| | | |
|-------------|---|------------------------------------|
| Payment of: | \$ <u>523,454.56</u> | |
| | (Line 10 or other - attach explanation of the other amount) | Inspector's Approval of Quantities |

| | | |
|-----------------|---------------------|------------------|
| Recommended by: | <u>CLW May P.E.</u> | <u>5/13/2020</u> |
| | (Engineer) | (Date) |

| | |
|-------------|---|
| Payment of: | \$ <u>523,454.56</u> |
| | (Line 10 or other - attach explanation of the other amount) |

| | | |
|-----------------|-------------------------------------|------------------|
| Is approved by: | | <u>6/16/2020</u> |
| | (Owner) | (Date) |
| | <u>(Invoice Provided 6/12/2020)</u> | |

SECTION 00 62 76
APPLICATION FOR PAYMENT FORM

Contractor's Application for Payment No.

2

| | |
|--|----------------------------------|
| Project Name: <u>Speegleville Road</u> | Project No.: <u>1-02518.02</u> |
| Owner: <u>McLennan County</u> | Period: <u>3/25/2020</u> |
| Contractor: <u>KNIFE RIVER CORP. SOUTH</u> | Engineer: <u>Walker Partners</u> |

| Item | Item Description | Unit of Measure | Quantity | Unit Price Bid | Quantity Complete thru last pay period | Quantity Complete this Month | Quantity Complete to Date | Value of Work Completed to Date |
|----------------|--|-----------------|-------------|----------------|--|------------------------------|---------------------------|---------------------------------|
| GENERAL | | | | | | | | |
| 1.00 | PREPARING ROW | STA | 212.500 | \$ 1,365.00 | 170.000 | 10.500 | 180.500 | \$ 246,382.50 |
| 1.02 | MOBILIZATION & PROJECT INCIDENTALS | LS | 1.000 | \$ 819,000.00 | 0.500 | 0.250 | 0.750 | \$ 614,250.00 |
| 1.03 | STORMWATER POLLUTION PREVENTION PLAN | LS | 1.000 | \$ 1,135.00 | 1.000 | - | 1.000 | \$ 1,135.00 |
| 1.04 | STORMWATER POLLUTION PREVENTION PLAN IMPL. | LS | 1.000 | \$ 65,245.00 | 0.050 | 0.100 | 0.150 | \$ 9,786.75 |
| 1.05 | CONTINGENCY ALLOWANCE | LS | 1.000 | \$ 250,000.00 | | | - | \$ - |
| ROADWAY | | | | | | | | |
| 2.01 | EXCAVATION (ROADWAY) | CY | 111,192.000 | \$ 4.60 | 248.000 | 9,510.610 | 9,758.610 | \$ 44,889.61 |
| 2.02 | EXCAVATION (CHANNEL) | CY | 31,719.000 | \$ 9.50 | | 10,152.000 | 10,152.000 | \$ 96,444.00 |
| 2.03 | EMBANKMENT (FINAL)(DENS CONT)(TY B) | CY | 55,316.000 | \$ 2.05 | 248.000 | - | 248.000 | \$ 508.40 |
| 2.04 | FL BS (CMP IN PLACE) (TY A GR 1-2) (FINAL POS) | CY | 22,561.000 | \$ 37.10 | | - | - | \$ - |
| 2.05 | LIME (HYDRATED) LIME (SLURRY) | TN | 825.000 | \$ 178.00 | | | - | \$ - |
| 2.06 | LIME TRT (SUBGRADE)(8") | SY | 44,595.000 | \$ 2.45 | | | - | \$ - |
| 2.07 | D-GR HMA (SQ) TY-B SAC-B PG64-22 | TN | 29,852.000 | \$ 66.10 | | | - | \$ - |
| 2.08 | D-GR HMA (SQ) TY-C SAC-B PG64-22 | SY | 15,154.000 | \$ 73.20 | | | - | \$ - |
| 2.09 | PLANE AND TEXT ASPH CONC PAV (2' TO 4") | SY | 1,965.000 | \$ 3.95 | | | - | \$ - |
| 2.10 | CONC PVMT (CONCT REINF - CRCP)(HES)(8") | SY | 280.000 | \$ 110.00 | | | - | \$ - |
| 2.11 | CONC BOX CULVERT (4FT X 2FT) | LF | 756.000 | \$ 289.00 | | | - | \$ - |
| 2.12 | CONC BOX CULVERT (4FT X 3FT) | LF | 327.000 | \$ 321.00 | | | - | \$ - |
| 2.13 | RCP PIPE (CL III)(18 IN) | LF | 1,649.000 | \$ 59.00 | | 166.000 | 166.000 | \$ 9,794.00 |
| 2.14 | RCP PIPE (CL III)(24 IN) | LF | 993.000 | \$ 72.00 | | | - | \$ - |
| 2.15 | RCP PIPE (CL III)(30 IN) | LF | 776.000 | \$ 87.00 | | | - | \$ - |

3/16/2010
Project No.

Application for Payment

\$ 1,023,190.26
00 62 76 - 1

SECTION 00 62 76
APPLICATION FOR PAYMENT FORM

Contractor's Application for Payment No.

2

| | |
|--|----------------------------------|
| Project Name: <u>Speegleville Road</u> | Project No.: <u>1-02518.02</u> |
| Owner: <u>McLennan County</u> | Period: <u>3/25/2020</u> |
| Contractor: <u>KNIFE RIVER CORP. SOUTH</u> | Engineer: <u>Walker Partners</u> |

| Item | Item Description | Unit of Measure | Quantity | Unit Price Bid | Quantity Complete thru last pay period | Quantity Complete this Month | Quantity Complete to Date | Value of Work Completed to Date |
|------|--|-----------------|------------|----------------|--|------------------------------|---------------------------|---------------------------------|
| | ROADWAY (CONT.) | | | | | | | |
| 2.16 | RCP PIPE (CL III)(36 IN) | LF | 598.000 | \$ 114.00 | | | - | \$ - |
| 2.17 | SET (TY I) (S=4 FT) (HW=3 FT)(6:1) (P) | EA | 68.000 | \$ 5,750.00 | | | - | \$ - |
| 2.18 | SET (TY I) (S=4 FT) (HW=4 FT)(6:1) (P) | EA | 12.000 | \$ 6,510.00 | | | - | \$ - |
| 2.19 | SET (TY II) (18 IN) (RCP) (6:1) (P) | EA | 73.000 | \$ 1,000.00 | | 8.000 | 8.000 | \$ 8,000.00 |
| 2.20 | SET (TY II) (24IN) (RCP) (6:1) (P) | EA | 42.000 | \$ 1,215.00 | | | - | \$ - |
| 2.21 | SET (TY II) (30 IN) (RCP) (6:1) (P) | EA | 30.000 | \$ 2,385.00 | | | - | \$ - |
| 2.22 | SET (TY II) (36 IN) (RCP) (6:1) (P) | EA | 26.000 | \$ 3,200.00 | | | - | \$ - |
| 2.23 | CONC CURB & GUTTER 4" (TY I) | LF | 3,331.000 | \$ 14.00 | | | - | \$ - |
| 2.24 | DRIVEWAYS (CONC)(TYPE 2-A AND TYPE2-B) | SY | 971.000 | \$ 90.00 | | | - | \$ - |
| 2.25 | DRIVEWAYS (ACP)(TYPE 1) | SY | 5,139.000 | \$ 34.00 | | | - | \$ - |
| 2.26 | CONC SIDEWALKS (4") | SY | 16.000 | \$ 120.00 | | | - | \$ - |
| 2.27 | GEOGRID BASE REINFORCEMENT (TY II) | SY | 22,842.000 | \$ 3.00 | | | - | \$ - |
| 2.28 | CURB END BLOCK | EA | 9.000 | \$ 190.00 | | | - | \$ - |
| 2.29 | MAILBOX INSTALL - S (WC-POST)(TY 3) | EA | 49.000 | \$ 365.00 | | | - | \$ - |
| 2.30 | MAILBOX INSTALL - D (WC-POST)(TY 3) | EA | 4.000 | \$ 425.00 | | | - | \$ - |
| 2.31 | SUBGRADE WIDENING (DENS CONT) | STA | 4.000 | \$ 440.00 | | | - | \$ - |
| | DRAINAGE | | | | | | | |
| 3.01 | TRENCH EXCAVATION PROTECTION | LF | 3,117.000 | \$ 18.00 | | | - | \$ - |
| 3.02 | RIPRAP (CONC)(CL B)(5 IN) | CY | 108.000 | \$ 458.00 | | | - | \$ - |
| 3.03 | CONC BOX CULVERT (4FT X 2FT) | LF | 372.000 | \$ 280.00 | 183.000 | 189.000 | 372.000 | \$ 104,160.00 |
| 3.05 | CONC BOX CULVERT (6FT X 3FT) | LF | 661.000 | \$ 395.00 | | | - | \$ - |

3/16/2010 Total
Project No:

Application for Payment

\$ **112,160.00**
00 62 76 -1

APPLICATION FOR PAYMENT FORM

Project Name: Speegleville Road Project No.: 1-02518.02
 Owner: McLennan County Period: 3/25/2020
 Contractor: KNIFE RIVER CORP. SOUTH Engineer: Walker Partners

| Item | Item Description | Unit of Measure | Quantity | Unit Price Bid | Quantity Complete thru last pay period | Quantity Complete this Month | Quantity Complete to Date | Value of Work Completed to Date |
|------|--|-----------------|-----------|----------------|--|------------------------------|---------------------------|---------------------------------|
| | DRAINAGE (CONT.) | | | | | | | |
| 3.06 | CONC BOX CULVERT (7FT X 3FT) | LF | 798.000 | \$ 486.00 | | | - | \$ - |
| 3.07 | RCP PIPE (CL III)(18 IN) | LF | 1,561.000 | \$ 59.00 | | | - | \$ - |
| 3.08 | RCP PIPE (CL III)(24 IN) | LF | 282.000 | \$ 71.00 | 282.000 | - | 282.000 | \$ 20,022.00 |
| 3.09 | RCP PIPE (CL III)(36 IN) | LF | 1,325.000 | \$ 116.00 | | | - | \$ - |
| 3.10 | INLET (COMPL) (PCU) (3FT) (RIGHT) | EA | 6.000 | \$ 3,680.00 | | | - | \$ - |
| 3.11 | INLET (COMPL) (PCU) (4FT) (LEFT) | EA | 2.000 | \$ 4,740.00 | | | - | \$ - |
| 3.12 | INLET (COMPL) (PCU) (4FT) (BOTH) | EA | 4.000 | \$ 4,880.00 | | | - | \$ - |
| 3.13 | JUNCTION BOX (COMPL) (PJB) (5FT) | EA | 1.000 | \$ 5,535.00 | | | - | \$ - |
| 3.14 | MANHOLE (COMPL) (PRM) (4FT) | EA | 1.000 | \$ 2,530.00 | | | - | \$ - |
| 3.15 | WINGWALL (FW-0) (HW=4 FT) | EA | 1.000 | \$ 8,500.00 | | | - | \$ - |
| 3.16 | WINGWALL (FW-S) (HW=5 FT) | EA | 3.000 | \$ 11,580.00 | | | - | \$ - |
| 3.17 | WINGWALL (FW-S) (HW=6 FT) | EA | 1.000 | \$ 14,915.00 | | | - | \$ - |
| 3.18 | WINGWALL (PW-1) (HW=4 FT) | EA | 2.000 | \$ 18,150.00 | | | - | \$ - |
| 3.19 | SET (TY I) (S=4 FT) (HW=3 FT)(6:1) (C) | EA | 12.000 | \$ 5,150.00 | | 3.000 | 3.000 | \$ 15,450.00 |
| 3.20 | SET (TY I) (S=7 FT) (HW=4 FT)(6:1) (C) | EA | 6.000 | \$ 6,100.00 | | | - | \$ - |
| 3.21 | SET (TY II) (18 IN) (RCP) (6:1) (C) | EA | 8.000 | \$ 1,000.00 | | | - | \$ - |
| 3.22 | SET (TY II) (18 IN) (RCP) (6:1) (P) | EA | 1.000 | \$ 1,000.00 | | | - | \$ - |
| 3.23 | SET (TY II) (24IN) (RCP) (6:1) (C) | EA | 12.000 | \$ 1,215.00 | 6.000 | - | 6.000 | \$ 7,290.00 |
| 3.24 | SET (TY II) (36 IN) (RCP) (6:1) (P) | EA | 2.000 | \$ 3,200.00 | | | - | \$ - |
| 3.25 | TRENCH SAFETY PLAN | LS | 1.000 | \$ 9,550.00 | | | - | \$ - |
| 3.26 | FLEXAMAT EROSION CONTROL MAT | SY | 1,162.000 | \$ 58.20 | | | - | \$ - |

3/16/2019 total

\$ 42,762.00

Project No:

Application for Payment

00 62 76 - 1

APPLICATION FOR PAYMENT FORM

Project Name: Speegleville Road Project No.: 1-02518.02
 Owner: McLennan County Period: 3/25/2020
 Contractor: KNIFE RIVER CORP. SOUTH Engineer: Walker Partners

| Item | Item Description | Unit of Measure | Quantity | Unit Price Bid | Quantity Complete thru last pay period | Quantity Complete this Month | Quantity Complete to Date | Value of Work Completed to Date |
|------|--|-----------------|-----------|----------------|--|------------------------------|---------------------------|---------------------------------|
| | BRIDGE | | | | | | | |
| 4.01 | STRUCT EXCAV (BRIDGE) | CY | 111.000 | \$ 19.00 | 111.000 | - | 111.000 | \$ 2,109.00 |
| 4.02 | CEM STABIL BKFL | CY | 110.000 | \$ 155.00 | | | - | \$ - |
| 4.03 | DRILL SHAFT (18 IN) | LF | 301.000 | \$ 147.00 | | 43.000 | 43.000 | \$ 6,321.00 |
| 4.04 | CL C CONC (ABUT) | CY | 50.400 | \$ 715.00 | | | - | \$ - |
| 4.05 | CL C CONC (BENT) | CY | 62.600 | \$ 807.00 | | | - | \$ - |
| 4.06 | DRILL SHAFT (36 IN) | LF | 473.000 | \$ 175.00 | | 488.000 | 488.000 | \$ 85,400.00 |
| 4.08 | REINF CONC SLAB | SF | 5,893.000 | \$ 24.00 | | | - | \$ - |
| 4.09 | APPROACH SLAB | CY | 103.400 | \$ 440.00 | | | - | \$ - |
| 4.10 | PRESTR CONC GIRDER (TX40) | LF | 802.000 | \$ 195.00 | | | - | \$ - |
| 4.11 | RIPRAP (STONE COMMON)(DRY)(12 IN) | CY | 88.000 | \$ 108.00 | | | - | \$ - |
| 4.12 | RIPRAP (MOW STRIP)(4 IN) | CY | 47.000 | \$ 500.00 | | | - | \$ - |
| 4.13 | CLEANING AND SEALING EXISTING JOINTS | LF | 83.000 | \$ 100.00 | | | - | \$ - |
| 4.14 | RAIL (TY 223) | LF | 238.000 | \$ 110.00 | | | - | \$ - |
| 4.15 | ARMOR JOINT | LF | 109.300 | \$ 81.00 | | | - | \$ - |
| 4.16 | PERM CTB (SSCB)(TY I)(MOD) | LF | 215.000 | \$ 120.00 | | | - | \$ - |
| 4.17 | MTL W-BEAM GD FEN (STEEL POST) | LF | 612.500 | \$ 23.70 | | | - | \$ - |
| 4.18 | GUARDRAIL END TREATMENT (INSTALL) | EA | 5.000 | \$ 2,800.00 | | | - | \$ - |
| 4.19 | MTL BEAM GD FEN TRANS (THRIE-BEAM) | EA | 6.000 | \$ 2,265.00 | | | - | \$ - |
| 4.20 | DOWNSTREAM ANCHOR TERMINAL | EA | 1.000 | \$ 1,130.00 | | | - | \$ - |
| 4.21 | CRASH CUSHION ATTEN (INSTL)(L)(W)(TL3) | EA | 2.000 | \$ 48,000.00 | | | - | \$ - |
| | SIGNAGE & PAVEMENT MARKING | | | | | | | |

3/16/2010
Project No.

Application for Payment

\$ 93,830.00
00 62 76 - 1

SECTION 00 62 76
APPLICATION FOR PAYMENT FORM

Contractor's Application for Payment No.

2

| | |
|--|----------------------------------|
| Project Name: <u>Speegleville Road</u> | Project No.: <u>1-02518.02</u> |
| Owner: <u>McLennan County</u> | Period: <u>3/25/2020</u> |
| Contractor: <u>KNIFE RIVER CORP. SOUTH</u> | Engineer: <u>Walker Partners</u> |

| Item | Item Description | Unit of Measure | Quantity | Unit Price Bid | Quantity Complete thru last pay period | Quantity Complete this Month | Quantity Complete to Date | Value of Work Completed to Date |
|------|---|-----------------|-------------|----------------|--|------------------------------|---------------------------|---------------------------------|
| 5.01 | SIGN POST INSTALLATION | EA | 38,000 | \$ 565.00 | | | - | \$ - |
| 5.02 | INSTL OM ASSM (OM-2Y)(WC)GND | EA | 19,000 | \$ 97.00 | | | - | \$ - |
| 5.03 | INSTL OM ASSM (OM-2Z)(FLX)SRF | EA | 14,000 | \$ 103.00 | | | - | \$ - |
| 5.04 | REFL PAV MRK TY 1 (W) 24" (ARROW)(100MIL) | EA | 3,000 | \$ 350.25 | | | - | \$ - |
| 5.05 | REFL PAV MRK TY 1 (W) 8" (BRK)(90MIL) | LF | 450,000 | \$ 0.27 | | | - | \$ - |
| 5.06 | REFL PAV MRK TY 1 (W) 8" (SLD)(90MIL) | LF | 1,783,000 | \$ 1.89 | | | - | \$ - |
| 5.07 | REFL PAV MRK TY 1 (W) 24" (SLD)(90MIL) | LF | 77,000 | \$ 34.49 | | | - | \$ - |
| 5.08 | RE PM W/RET REQ TY I (W)4"(SLD)(90MIL) | LF | 41,382,000 | \$ 0.63 | | | - | \$ - |
| 5.09 | RE PM W/RET REQ TY I (Y)4"(BRK)(90MIL) | LF | 20,901,000 | \$ 0.09 | | | - | \$ - |
| 5.10 | RE PM W/RET REQ TY I (Y)4"(SLD)(90MIL) | LF | 30,662,000 | \$ 0.63 | | | - | \$ - |
| 5.11 | REFL PAV MRKR TY I-C | EA | 90,000 | \$ 8.62 | | | - | \$ - |
| 5.12 | REFL PAV MRKR TY II-A-A | EA | 845,000 | \$ 8.62 | | | - | \$ - |
| 5.13 | DEAD END ROADWAY BARRICADE | EA | 3,000 | \$ 3,795.00 | | | - | \$ - |
| | TRAFFIC & EROSION CONTROL | | | | | | | |
| 6.01 | FURN AND PLACE TOPSOIL (4") | SY | 246,502,000 | \$ 0.12 | | | - | \$ - |
| 6.02 | SOIL RET BLNKTS (CL 1)(TY A) | SY | 94,950,000 | \$ 3.50 | | | - | \$ - |
| 6.03 | BROADCAST SEEDING | SY | 246,502,000 | \$ 0.47 | | | - | \$ - |
| 6.04 | TRAFFIC CONTROL - PHASE BLUE | LS | 1,000 | \$ 30,485.00 | | | - | \$ - |
| 6.05 | TRAFFIC CONTROL - PHASE GREEN | LS | 1,000 | \$ 12,825.00 | 0.150 | 0.150 | 0.300 | \$ 3,847.50 |
| 6.06 | TRAFFIC CONTROL - PHASE ORANGE | LS | 1,000 | \$ 35,975.00 | 0.150 | 0.150 | 0.300 | \$ 10,792.50 |
| 6.07 | TRAFFIC CONTROL - PHASE RED | LS | 1,000 | \$ 62,265.00 | | | - | \$ - |
| 8.06 | TRAFFIC CONTROL - PHASE YELLOW | LS | 1,000 | \$ 36,955.00 | | | - | \$ - |

3/16/2019 Total
Project No.

Application for Payment

\$ **14,640.00**
00 62 76 - 1



823 Washington Ave., Suite 100
Waco, Texas 76701

May 11, 2020

McLennan County
215 N. 5th Street, Suite 130
Waco, Texas 76701

Attn: Zane Dunnam, P.E.

Re: Speegleville Road Improvements
Pay Request #3
Project No.: 1-02518.02

Mr. Dunnam:

Walker Partners has reviewed and approved the attached **Pay Request No. 3** for Knife River Corp - South in the amount of \$642,778.88.

Please sign both copies and mail one copy to Knife River. I would also appreciate it if you would e-mail me a scanned copy.

Feel free to contact me with any questions.

Sincerely,

Clark W. Gauer, P.E.
Client Manager

CWG:cwg

Attachment

Cc: Project File

**SECTION 00 62 76
APPLICATION FOR PAYMENT FORM**

Contractor's Application for Payment No.

3

| | |
|--|---|
| Contract Time: <u>350</u> Days | Project No.: <u>1-02518.02</u> |
| Elapsed Time: <u>65</u> Days | Period: <u>3/25/2020</u> To: <u>4/25/2020</u> |
| Project Name: <u>Speegleville Road</u> | Engineer: <u>Walker Partners LLC</u> |
| Owner: <u>McLennan County</u> | Contractor: <u>Knife River Corp - South</u> |

| | | | |
|-----|---|-----------|-------------------|
| 1. | Original Contract Amount..... | \$ | 11,399,891.29 ✓ |
| 2. | Owners Change Orders Thru No. 1 | | |
| 3. | Total Current Contract Amount | \$ | 11,399,891.29 |
| 4. | Total Completed To Date | \$ | 1,978,635.60 |
| 5. | Total Materials Stored To Date | \$ | - |
| 6. | Total Completed And Stored To Date | \$ | 1,978,635.60 |
| 7. | Retainage (5% Of Line 6) | \$ | 98,931.78 ✓ |
| 8. | Total Completed, Less Retainage | \$ | 1,879,703.82 ✓ |
| 9. | Less Amount Of Previous Estimates | \$ | 1,236,924.94 ✓ |
| 10. | Amount Due This Application | \$ | 642,778.88 |
| | | | |
| 11. | Balance To Finish, Plus Retainage (Line 3 - Line 6) | \$ | 9,520,187.47 |
| 12. | Percent Completed To Date (Line 6 : Line 3) | \$ | 17.36% ✓ |

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

| | |
|-----|------------------------|
| By: | Date: <u>5/18/2020</u> |
|-----|------------------------|

| | | |
|-----------------|--|---|
| Payment of: | \$ <u>642,778.88</u> <small>(Line 10 or other - attach explanation of the other amount)</small> | Inspector's Approval of Quantities |
| Recommended by: | <u>CHW Jan, P.E.</u> <small>(Engineer)</small> | <u>5/13/2020</u> <small>(Date)</small> |
| Payment of: | \$ <u>642,778.88</u> <small>(Line 10 or other - attach explanation of the other amount)</small> | |
| is approved by: | <small>(Owner)</small> <i>(Invoice Provided 6/12/2020)</i> | <u>6/16/2020</u> <small>(Date)</small> |

SECTION 00 62 76
APPLICATION FOR PAYMENT FORM

Contractor's Application for Payment No.

3

| | |
|--|----------------------------------|
| Project Name: <u>Speegleville Road</u> | Project No.: <u>1-02518.02</u> |
| Owner: <u>McLennan County</u> | Period: <u>4/25/2020</u> |
| Contractor: <u>KNIFE RIVER CORP. SOUTH</u> | Engineer: <u>Walker Partners</u> |

| Item | Item Description | Unit of Measure | Quantity | Unit Price Bid | Quantity Complete thru last pay period | Quantity Complete this Month | Quantity Complete to Date | Value of Work Completed to Date |
|----------------|--|-----------------|-------------|----------------|--|------------------------------|---------------------------|---------------------------------|
| GENERAL | | | | | | | | |
| 1.00 | PREPARING ROW | STA | 212.500 | \$ 1,365.00 | 180.500 | 10.750 | 191.250 | \$ 261,056.25 |
| 1.02 | MOBILIZATION & PROJECT INCIDENTALS | LS | 1.000 | \$ 819,000.00 | 0.750 | 0.150 | 0.900 | \$ 737,100.00 |
| 1.03 | STORMWATER POLLUTION PREVENTION PLAN | LS | 1.000 | \$ 1,135.00 | 1.000 | - | 1.000 | \$ 1,135.00 |
| 1.04 | STORMWATER POLLUTION PREVENTION PLAN IMPL. | LS | 1.000 | \$ 65,245.00 | 0.150 | | 0.150 | \$ 9,786.75 |
| 1.05 | CONTINGENCY ALLOWANCE | LS | 1.000 | \$ 250,000.00 | | | - | \$ - |
| ROADWAY | | | | | | | | |
| 2.01 | EXCAVATION (ROADWAY) | CY | 111,192.000 | \$ 4.60 | 9,758.610 | 15,926.260 | 25,684.870 | \$ 118,150.40 |
| 2.02 | EXCAVATION (CHANNEL) | CY | 31,719.000 | \$ 9.50 | 10,152.000 | | 10,152.000 | \$ 96,444.00 |
| 2.03 | EMBANKMENT (FINAL)(DENS CONT)(TY B) | CY | 55,316.000 | \$ 2.05 | 248.000 | 15,926.260 | 16,174.260 | \$ 33,157.23 |
| 2.04 | FL BS (CMP IN PLACE) (TY A GR 1-2) (FINAL POS) | CY | 22,561.000 | \$ 37.10 | | 2,027.420 | 2,027.420 | \$ 75,217.28 |
| 2.05 | LIME (HYDRATED) LIME (SLURRY) | TN | 825.000 | \$ 178.00 | | 160.460 | 160.460 | \$ 28,561.88 |
| 2.06 | LIME TRT (SUBGRADE)(8") | SY | 44,595.000 | \$ 2.45 | | 8,714.000 | 8,714.000 | \$ 21,349.30 |
| 2.07 | D-GR HMA (SQ) TY-B SAC-B PG64-22 | TN | 29,852.000 | \$ 66.10 | | | - | \$ - |
| 2.08 | D-GR HMA (SQ) TY-C SAC-B PG64-22 | SY | 15,154.000 | \$ 73.20 | | | - | \$ - |
| 2.09 | PLANE AND TEXT ASPH CONC PAV (2' TO 4") | SY | 1,965.000 | \$ 3.95 | | | - | \$ - |
| 2.10 | CONC PVMT (CONCT REINF - CRCP)(HES)(8") | SY | 280.000 | \$ 110.00 | | | - | \$ - |
| 2.11 | CONC BOX CULVERT (4FT X 2FT) | LF | 756.000 | \$ 289.00 | | 81.000 | 81.000 | \$ 23,409.00 |
| 2.12 | CONC BOX CULVERT (4FT X 3FT) | LF | 327.000 | \$ 321.00 | | | - | \$ - |
| 2.13 | RCP PIPE (CL III)(18 IN) | LF | 1,649.000 | \$ 59.00 | 166.000 | 163.000 | 329.000 | \$ 19,411.00 |
| 2.14 | RCP PIPE (CL III)(24 IN) | LF | 993.000 | \$ 72.00 | | | - | \$ - |
| 2.15 | RCP PIPE (CL III)(30 IN) | LF | 776.000 | \$ 87.00 | | | - | \$ - |

3/16/2010 Total
Project No.

Application for Payment

\$ 1,424,778.10
00 62 76 - 1

SECTION 00 62 76
APPLICATION FOR PAYMENT FORM

Contractor's Application for Payment No.

3

| | |
|--|----------------------------------|
| Project Name: <u>Speegleville Road</u> | Project No.: <u>1-02518.02</u> |
| Owner: <u>McLennan County</u> | Period: <u>4/25/2020</u> |
| Contractor: <u>KNIFE RIVER CORP. SOUTH</u> | Engineer: <u>Walker Partners</u> |

| Item | Item Description | Unit of Measure | Quantity | Unit Price Bid | Quantity Complete thru last pay period | Quantity Complete this Month | Quantity Complete to Date | Value of Work Completed to Date |
|------|--|-----------------|------------|----------------|--|------------------------------|---------------------------|---------------------------------|
| | ROADWAY (CONT.) | | | | | | | |
| 2.16 | RCP PIPE (CL III)(36 IN) | LF | 598.000 | \$ 114.00 | | | - | \$ - |
| 2.17 | SET (TY I) (S=4 FT) (HW=3 FT)(6:1) (P) | EA | 68.000 | \$ 5,750.00 | | | - | \$ - |
| 2.18 | SET (TY I) (S=4 FT) (HW=4 FT)(6:1) (P) | EA | 12.000 | \$ 6,510.00 | | 6.000 | 6.000 | \$ 39,060.00 |
| 2.19 | SET (TY II) (18 IN) (RCP) (6:1) (P) | EA | 73.000 | \$ 1,000.00 | 8.000 | 8.000 | 16.000 | \$ 16,000.00 |
| 2.20 | SET (TY II) (24IN) (RCP) (6:1) (P) | EA | 42.000 | \$ 1,215.00 | | | - | \$ - |
| 2.21 | SET (TY II) (30 IN) (RCP) (6:1) (P) | EA | 30.000 | \$ 2,385.00 | | | - | \$ - |
| 2.22 | SET (TY II) (36 IN) (RCP) (6:1) (P) | EA | 26.000 | \$ 3,200.00 | | | - | \$ - |
| 2.23 | CONC CURB & GUTTER 4" (TY I) | LF | 3,331.000 | \$ 14.00 | | | - | \$ - |
| 2.24 | DRIVEWAYS (CONC)(TYPE 2-A AND TYPE2-B) | SY | 971.000 | \$ 90.00 | | | - | \$ - |
| 2.25 | DRIVEWAYS (ACP)(TYPE 1) | SY | 5,139.000 | \$ 34.00 | | | - | \$ - |
| 2.26 | CONC SIDEWALKS (4") | SY | 16.000 | \$ 120.00 | | | - | \$ - |
| 2.27 | GEOGRID BASE REINFORCEMENT (TY II) | SY | 22,842.000 | \$ 3.00 | | | - | \$ - |
| 2.28 | CURB END BLOCK | EA | 9.000 | \$ 190.00 | | | - | \$ - |
| 2.29 | MAILBOX INSTALL - S (WC-POST)(TY 3) | EA | 49.000 | \$ 365.00 | | | - | \$ - |
| 2.30 | MAILBOX INSTALL - D (WC-POST)(TY 3) | EA | 4.000 | \$ 425.00 | | | - | \$ - |
| 2.31 | SUBGRADE WIDENING (DENS CONT) | STA | 4.000 | \$ 440.00 | | | - | \$ - |
| | DRAINAGE | | | | | | | |
| 3.01 | TRENCH EXCAVATION PROTECTION | LF | 3,117.000 | \$ 18.00 | | 77.000 | 77.000 | \$ 1,386.00 |
| 3.02 | RIPRAP (CONC)(CL B)(5 IN) | CY | 108.000 | \$ 458.00 | | | - | \$ - |
| 3.03 | CONC BOX CULVERT (4FT X 2FT) | LF | 372.000 | \$ 280.00 | 372.000 | | 372.000 | \$ 104,160.00 |
| 3.05 | CONC BOX CULVERT (6FT X 3FT) | LF | 661.000 | \$ 395.00 | | | - | \$ - |

3/16/2019 Total
Project No.

Application for Payment

\$ 160,606.00
00 62 76 - 1

APPLICATION FOR PAYMENT FORM

| | | | |
|---------------|-------------------------|--------------|-----------------|
| Project Name: | Speegleville Road | Project No.: | 1-02518.02 |
| Owner: | McLennan County | Period: | 4/25/2020 |
| Contractor: | KNIFE RIVER CORP. SOUTH | Engineer: | Walker Partners |

| Item | Item Description | Unit of Measure | Quantity | Unit Price Bid | Quantity Complete thru last pay period | Quantity Complete this Month | Quantity Complete to Date | Value of Work Completed to Date |
|------|--|-----------------|-----------|----------------|--|------------------------------|---------------------------|---------------------------------|
| | DRAINAGE (CONT.) | | | | | | | |
| 3.06 | CONC BOX CULVERT (7FT X 3FT) | LF | 798.000 | \$ 486.00 | | 192.000 | 192.000 | \$ 93,312.00 |
| 3.07 | RCP PIPE (CL III)(18 IN) | LF | 1,561.000 | \$ 59.00 | | | - | \$ - |
| 3.08 | RCP PIPE (CL III)(24 IN) | LF | 282.000 | \$ 71.00 | 282.000 | - | 282.000 | \$ 20,022.00 |
| 3.09 | RCP PIPE (CL III)(36 IN) | LF | 1,325.000 | \$ 116.00 | | | - | \$ - |
| 3.10 | INLET (COMPL) (PCU) (3FT) (RIGHT) | EA | 6.000 | \$ 3,680.00 | | | - | \$ - |
| 3.11 | INLET (COMPL) (PCU) (4FT) (LEFT) | EA | 2.000 | \$ 4,740.00 | | | - | \$ - |
| 3.12 | INLET (COMPL) (PCU) (4FT) (BOTH) | EA | 4.000 | \$ 4,880.00 | | | - | \$ - |
| 3.13 | JUNCTION BOX (COMPL) (PJB) (5FT) | EA | 1.000 | \$ 5,535.00 | | | - | \$ - |
| 3.14 | MANHOLE (COMPL) (PRM) (4FT) | EA | 1.000 | \$ 2,530.00 | | | - | \$ - |
| 3.15 | WINGWALL (FW-0) (HW=4 FT) | EA | 1.000 | \$ 8,500.00 | | | - | \$ - |
| 3.16 | WINGWALL (FW-S) (HW=5 FT) | EA | 3.000 | \$ 11,580.00 | | | - | \$ - |
| 3.17 | WINGWALL (FW-S) (HW=6 FT) | EA | 1.000 | \$ 14,915.00 | | | - | \$ - |
| 3.18 | WINGWALL (PW-1) (HW=4 FT) | EA | 2.000 | \$ 18,150.00 | | | - | \$ - |
| 3.19 | SET (TY I) (S=4 FT) (HW=3 FT)(6:1) (C) | EA | 12.000 | \$ 5,150.00 | 3.000 | 6.000 | 9.000 | \$ 46,350.00 |
| 3.20 | SET (TY I) (S=7 FT) (HW=4 FT)(6:1) (C) | EA | 6.000 | \$ 6,100.00 | | | - | \$ - |
| 3.21 | SET (TY II) (18 IN) (RCP) (6:1) (C) | EA | 8.000 | \$ 1,000.00 | | | - | \$ - |
| 3.22 | SET (TY II) (18 IN) (RCP) (6:1) (P) | EA | 1.000 | \$ 1,000.00 | | | - | \$ - |
| 3.23 | SET (TY II) (24IN) (RCP) (6:1) (C) | EA | 12.000 | \$ 1,215.00 | 6.000 | - | 6.000 | \$ 7,290.00 |
| 3.24 | SET (TY II) (36 IN) (RCP) (6:1) (P) | EA | 2.000 | \$ 3,200.00 | | | - | \$ - |
| 3.25 | TRENCH SAFETY PLAN | LS | 1.000 | \$ 9,550.00 | | | - | \$ - |
| 3.26 | FLEXAMAT EROSION CONTROL MAT | SY | 1,162.000 | \$ 58.20 | | | - | \$ - |

3/16/2010 total

Project No.

Application for Payment

\$ 166,974.00

00 62 76 - 1

SECTION 00 62 76
APPLICATION FOR PAYMENT FORM

Contractor's Application for Payment No.

3

Project Name: Speegleville Road Project No.: 1-02518.02
 Owner: McLennan County Period: 4/25/2020
 Contractor: KNIFE RIVER CORP. SOUTH Engineer: Walker Partners

| Item | Item Description | Unit of Measure | Quantity | Unit Price Bid | Quantity Complete thru last pay period | Quantity Complete this Month | Quantity Complete to Date | Value of Work Completed to Date |
|------|--|-----------------|-----------|----------------|--|------------------------------|---------------------------|---------------------------------|
| | BRIDGE | | | | | | | |
| 4.01 | STRUCT EXCAV (BRIDGE) | CY | 111.000 | \$ 19.00 | 111.000 | - | 111.000 | \$ 2,109.00 |
| 4.02 | CEM STABIL BKFL | CY | 110.000 | \$ 155.00 | | | - | \$ - |
| 4.03 | DRILL SHAFT (18 IN) | LF | 301.000 | \$ 147.00 | 43.000 | | 43.000 | \$ 6,321.00 |
| 4.04 | CL C CONC (ABUT) | CY | 50.400 | \$ 715.00 | | 17.000 | 17.000 | \$ 12,155.00 |
| 4.05 | CL C CONC (BENT) | CY | 62.600 | \$ 807.00 | | | - | \$ - |
| 4.06 | DRILL SHAFT (36 IN) | LF | 473.000 | \$ 175.00 | 488.000 | | 488.000 | \$ 85,400.00 |
| 4.08 | REINF CONC SLAB | SF | 5,893.000 | \$ 24.00 | | | - | \$ - |
| 4.09 | APPROACH SLAB | CY | 103.400 | \$ 440.00 | | | - | \$ - |
| 4.10 | PRESTR CONC GIRDER (TX40) | LF | 802.000 | \$ 195.00 | | | - | \$ - |
| 4.11 | RIPRAP (STONE COMMON)(DRY)(12 IN) | CY | 88.000 | \$ 108.00 | | | - | \$ - |
| 4.12 | RIPRAP (MOW STRIP)(4 IN) | CY | 47.000 | \$ 500.00 | | | - | \$ - |
| 4.13 | CLEANING AND SEALING EXISTING JOINTS | LF | 83.000 | \$ 100.00 | | | - | \$ - |
| 4.14 | RAIL (TY 223) | LF | 238.000 | \$ 110.00 | | | - | \$ - |
| 4.15 | ARMOR JOINT | LF | 109.300 | \$ 81.00 | | | - | \$ - |
| 4.16 | PERM CTB (SSCB)(TY I)(MOD) | LF | 215.000 | \$ 120.00 | | | - | \$ - |
| 4.17 | MTL W-BEAM GD FEN (STEEL POST) | LF | 612.500 | \$ 23.70 | | | - | \$ - |
| 4.18 | GUARDRAIL END TREATMENT (INSTALL) | EA | 5.000 | \$ 2,800.00 | | | - | \$ - |
| 4.19 | MTL BEAM GD FEN TRANS (THRIE-BEAM) | EA | 6.000 | \$ 2,265.00 | | | - | \$ - |
| 4.20 | DOWNSTREAM ANCHOR TERMINAL | EA | 1.000 | \$ 1,130.00 | | | - | \$ - |
| 4.21 | CRASH CUSHION ATTEN (INSTL)(L)(W)(TL3) | EA | 2.000 | \$ 48,000.00 | | | - | \$ - |
| | SIGNAGE & PAVEMENT MARKING | | | | | | | |

3/16/2016 Total
Project No.

Application for Payment

\$ 105,985.00
00 62 76 - 1

APPLICATION FOR PAYMENT FORM

Project Name: Speegleville Road Project No.: 1-02518.02
 Owner: McLennan County Period: 4/25/2020
 Contractor: KNIFE RIVER CORP. SOUTH Engineer: Walker Partners

| Item | Item Description | Unit of Measure | Quantity | Unit Price Bid | Quantity Complete thru last pay period | Quantity Complete this Month | Quantity Complete to Date | Value of Work Completed to Date |
|------|---|-----------------|-------------|----------------|--|------------------------------|---------------------------|---------------------------------|
| 5.01 | SIGN POST INSTALLATION | EA | 38.000 | \$ 565.00 | | | - | \$ - |
| 5.02 | INSTL OM ASSM (OM-2Y)(WC)GND | EA | 19.000 | \$ 97.00 | | | - | \$ - |
| 5.03 | INSTL OM ASSM (OM-2Z)(FLX)SRF | EA | 14.000 | \$ 103.00 | | | - | \$ - |
| 5.04 | REFL PAV MRK TY 1 (W) 24" (ARROW)(100MIL) | EA | 3.000 | \$ 350.25 | | | - | \$ - |
| 5.05 | REFL PAV MRK TY 1 (W) 8" (BRK)(90MIL) | LF | 450.000 | \$ 0.27 | | | - | \$ - |
| 5.06 | REFL PAV MRK TY 1 (W) 8" (SLD)(90MIL) | LF | 1,783.000 | \$ 1.89 | | | - | \$ - |
| 5.07 | REFL PAV MRK TY 1 (W) 24" (SLD)(90MIL) | LF | 77.000 | \$ 34.49 | | | - | \$ - |
| 5.08 | RE PM W/RET REQ TY I (W)4"(SLD)(90MIL) | LF | 41,382.000 | \$ 0.63 | | | - | \$ - |
| 5.09 | RE PM W/RET REQ TY I (Y)4"(BRK)(90MIL) | LF | 20,901.000 | \$ 0.09 | | | - | \$ - |
| 5.10 | RE PM W/RET REQ TY I (Y)4"(SLD)(90MIL) | LF | 30,662.000 | \$ 0.63 | | | - | \$ - |
| 5.11 | REFL PAV MRKR TY I-C | EA | 90.000 | \$ 8.62 | | | - | \$ - |
| 5.12 | REFL PAV MRKR TY II-A-A | EA | 845.000 | \$ 8.62 | | | - | \$ - |
| 5.13 | DEAD END ROADWAY BARRICADE | EA | 3.000 | \$ 3,795.00 | | | - | \$ - |
| | TRAFFIC & EROSION CONTROL | | | | | | | |
| 6.01 | FURN AND PLACE TOPSOIL (4") | SY | 246,502.000 | \$ 0.12 | | | - | \$ - |
| 6.02 | SOIL RET BLNKTS (CL 1)(TY A) | SY | 94,950.000 | \$ 3.50 | | | - | \$ - |
| 6.03 | BROADCAST SEEDING | SY | 246,502.000 | \$ 0.47 | | | - | \$ - |
| 6.04 | TRAFFIC CONTROL - PHASE BLUE | LS | 1.000 | \$ 30,485.00 | | 0.100 | 0.100 | \$ 3,048.50 |
| 6.05 | TRAFFIC CONTROL - PHASE GREEN | LS | 1.000 | \$ 12,825.00 | 0.300 | 0.100 | 0.400 | \$ 5,130.00 |
| 6.06 | TRAFFIC CONTROL - PHASE ORANGE | LS | 1.000 | \$ 35,975.00 | 0.300 | 0.100 | 0.400 | \$ 14,390.00 |
| 6.07 | TRAFFIC CONTROL - PHASE RED | LS | 1.000 | \$ 62,265.00 | | | - | \$ - |
| 8.06 | TRAFFIC CONTROL - PHASE YELLOW | LS | 1.000 | \$ 36,955.00 | | | - | \$ - |

3/16/2019 Total

Project No.

Application for Payment

\$ 22,568.50

00 62 76 - 1

APPLICATION AND CERTIFICATE FOR PAYMENT - STIPULATED SUM

APPLICATION FOR PARTIAL PAYMENT No. 01 Contractors Job No. 2009 Architect's Project No. 23841-17
 FOR THE PERIOD: June 8, 2020 TO: June 25, 2020 Date Submitted: 6/26/2020
 NAME OF PROJECT: Extraco Events Center ADA Improvments Project (Owner= McLennan County Architect= CP&Y, Inc.)
 CONTRACTOR NAME & ADDRESS: John W. Erwin General Contractor 313 South 13th Street Waco, Texas 76701

TO BE COMPLETED BY THE CONTRACTOR

| | PRE-CONSTRUCTION SERVICES (if applicable) | + | CONSTRUCTION (Stipulated Sum) | = | TOTAL CONTRACT AMOUNT |
|--|---|---|-------------------------------|---|-----------------------|
| 1 Original Contract Amount: | \$ 0 | | \$ 672,000 | | \$ 672,000 |
| 2 Approved Change Order Extras: | \$ 0 | | \$ 0 | | \$ 0 |
| 3 Accepted Change Order Deductions: | \$ 0 | | \$ 0 | | \$ 0 |
| 4 Current Contract Amount: | \$ 0 | | \$ 672,000 | | \$ 672,000 |
| 5 Total Completed To Date: | \$ 0 | | \$ 51,702 | | \$ 51,702 |
| 6 Less Total Retainage Held To Date: | | | \$ 2,585 | | \$ 2,585 |
| 7 Total Net Earned Amount: | \$ 0 | | \$ 49,117 | | \$ 49,117 |
| 8 Less Previous Payments: | \$ 0 | | \$ 0 | | \$ 0 |
| 9 Current Payment Due For Each Part: | \$ 0 | | \$ 49,117 | | \$ 49,117 |
| 10 Balance To Finish, Including Retainage: (line 4 less line 7) | \$ 0 | | \$ 622,883 | | \$ 622,883 |

AFFIDAVIT

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 for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Dylan Mathews
Signature of Contractor

STATE OF TEXAS Personally before me, the undersigned authority, this day appeared Dylan Mathews who being by me duly sworn,
 COUNTY OF McLennan on his oath says that the account hereto attached, in the amount of \$49,117 in favor of
John W. Erwin General Contractor, Inc. and against McLennan County, Texas

is, within the knowledge of affiant, just true, and correct: that it is due and that all just and lawful offsets, payments, and credits have been allowed.

Sworn to and subscribed before me, Dylan Mathews this 26 day of June, 2020
Signature of Contractor

Notary Public Taryn Hand
Signature of Notary
My Commission expires: 9/21/2020

McLennan
TARYN HAND
Notary Public, State of Texas
Comm. Expires 09-21-2020
Notary ID 129134569

PRE-CONSTRUCTION SERVICES :

Current Payment For Pre-Construction Services Not Applicable (N/A)- no preconstruction services on this Project

CONSTRUCTION SERVICES :

Current Payment For Construction Services 49,117

APPLICATION AND CERTIFICATE FOR PAYMENT: TO BE COMPLETED BY THE PROJECT ARCHITECT

TO: McLennan County, Waco, Texas

This is to certify that John W. Erwin General Contractor, Contractor for the Project Extraco Events Center ADA Improvments Project (Owner= McLennan County Architect= CP&Y, Inc.) is entitled to payment for Pre-Construction and/or Construction Services of this Certificate in the amount of \$ 49,117
 (Attach explanation if amount certified differs from the amount applied for.)

Architect CP&Y, Inc.

Reviewed and Certified on June 30, 2020 By: Janet W. Visher
Date Signature of Architect

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certify 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.

APPLICATION AND CERTIFICATE FOR PAYMENT: TO BE COMPLETED BY THE OWNER

McLennan County: Reviewed and Approved on _____ Date By: _____ Signature

Project Schedule of Values - Contractor's Continuation Sheet (\$ 1/2" x 11" Sheet ONLY)

| | | |
|---|-----------------------------------|--|
| Contractors Job No.: 2009 | Architect's Project No.: 23841-17 | Project Address: 4601 Bosque Blvd. Waco, Texas 76710 |
| Project Name: Extraco Events Center ADA Improvements Project (Owner= McLennan County Architect= GP&Y, Inc.) | | Application For Payment Number: 01 |
| Contractor's Name: John W. Erwin General Contractor, Inc. | | Application Period: From 08-Jun-20 To 25-Jun-20 |

| A Spec. Section / Item Package | B Description of Work / Subcontractor / Supplier / Vendor / Specification Section | C Initial Contract Line Item Values | D Additional Services / Change Order Values | E Actual Subcontract Amount of Budget | F Delta (Proposed to Actual) | G Subcontract, Purchase Order or Vendor No. | H Detailed Breakdown of Contract Line Items | I Total Amount Previously Requested & Percent | J Current Application | | | | N Retainage (5%) | | | |
|--|--|---|---|---|------------------------------------|--|--|---|--|--|------------|-------------|---------------------|-------|--------|-------|
| | | | | | | | | | K Total Amount This Period & Percent | L Total Amount Completed To Date & Percent | M L / G | O L x 5% | | | | |
| | | | | | | | | | | | | | | L - H | J / G | H + J |
| | | | | | | | | D' | L' | H / G | L - H | J / G | H + J | L / G | L x 5% | |
| Pre-Construction Services | | | | | | | | | | | | | | | | |
| | Column Equations | | | | | | | | | | | | | | | |
| | Not Applicable (N/A): no preconstruction services on this Project | \$ - | \$ - | \$ - | \$ - | | | 0% | \$ - | 0% | \$ - | 0% | \$ - | 0% | \$ - | 0% |
| | | \$ - | \$ - | \$ - | \$ - | | | 0% | \$ - | 0% | \$ - | 0% | \$ - | 0% | \$ - | 0% |
| | | \$ - | \$ - | \$ - | \$ - | | | 0% | \$ - | 0% | \$ - | 0% | \$ - | 0% | \$ - | 0% |
| | Pre-Construction Services Subtotal | \$ - | \$ - | \$ - | \$ - | | | 0% | \$ - | 0% | \$ - | 0% | \$ - | 0% | \$ - | 0% |
| | Pre-Construction Services Total | \$ - | \$ - | \$ - | \$ - | | | 0% | \$ - | 0% | \$ - | 0% | \$ - | 0% | \$ - | 0% |

| | | | | | | | | | | | | | | | |
|---|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| Construction Services (Stipulated Sum) | | | | | | | | | | | | | | | |
|---|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|

| Extraco Events Center ADA Improvements Project | | | | | | | | | | | | | | | | |
|---|--|------------|------|------------|------|--|--|----|-----------|-----|-----------|-----|----------|--|--|--|
| | General Requirements / Project Bonds / Project Insurances | \$ 84,761 | \$ - | \$ 84,761 | \$ - | | | 0% | \$ 10,068 | 22% | \$ 19,068 | 22% | \$ 953 | | | |
| | Misc. Demolition Work | \$ 5,219 | \$ - | \$ 5,219 | \$ - | | | 0% | \$ - | 0% | \$ - | 0% | \$ - | | | |
| | Site Improvements (Parking Lot Striping and Signage) | \$ 5,501 | \$ - | \$ 5,501 | \$ - | | | 0% | \$ - | 0% | \$ - | 0% | \$ - | | | |
| | Concrete Work | \$ 29,520 | \$ - | \$ 29,520 | \$ - | | | 0% | \$ - | 0% | \$ - | 0% | \$ - | | | |
| | Masonry Work | \$ 31,762 | \$ - | \$ 31,762 | \$ - | | | 0% | \$ 7,500 | 24% | \$ 7,500 | 24% | \$ 375 | | | |
| | Structural Steel / Misc. Metals / Handrails | \$ 49,139 | \$ - | \$ 49,139 | \$ - | | | 0% | \$ - | 0% | \$ - | 0% | \$ - | | | |
| | Waterproofing and Sealants | \$ 7,107 | \$ - | \$ 7,107 | \$ - | | | 0% | \$ - | 0% | \$ - | 0% | \$ - | | | |
| | Doors and Hardware / Hardware Adjustments / Toilet Accessories | \$ 17,897 | \$ - | \$ 17,897 | \$ - | | | 0% | \$ 4,450 | 25% | \$ 4,450 | 25% | \$ 223 | | | |
| | Drywall and Acoustical Ceilings + Existing Ceilings Demolition | \$ 33,909 | \$ - | \$ 33,909 | \$ - | | | 0% | \$ 20,684 | 61% | \$ 20,684 | 61% | \$ 1,034 | | | |
| | Tile Work | \$ 957 | \$ - | \$ 957 | \$ - | | | 0% | \$ - | 0% | \$ - | 0% | \$ - | | | |
| | Painting Work | \$ 49,002 | \$ - | \$ 49,002 | \$ - | | | 0% | \$ - | 0% | \$ - | 0% | \$ - | | | |
| | Signage Work | \$ 1,492 | \$ - | \$ 1,492 | \$ - | | | 0% | \$ - | 0% | \$ - | 0% | \$ - | | | |
| | Aluminum Platforms and Railings Work | \$ 31,926 | \$ - | \$ 31,926 | \$ - | | | 0% | \$ - | 0% | \$ - | 0% | \$ - | | | |
| | Elevator Work | \$ 76,957 | \$ - | \$ 76,957 | \$ - | | | 0% | \$ - | 0% | \$ - | 0% | \$ - | | | |
| | Plumbing Work | \$ 25,979 | \$ - | \$ 25,979 | \$ - | | | 0% | \$ - | 0% | \$ - | 0% | \$ - | | | |
| | Mechanical Work | \$ 61,173 | \$ - | \$ 61,173 | \$ - | | | 0% | \$ - | 0% | \$ - | 0% | \$ - | | | |
| | Electrical Work | \$ 52,480 | \$ - | \$ 52,480 | \$ - | | | 0% | \$ - | 0% | \$ - | 0% | \$ - | | | |
| | Fire Alarm Work | \$ 3,220 | \$ - | \$ 3,220 | \$ - | | | 0% | \$ - | 0% | \$ - | 0% | \$ - | | | |
| | Cost of Work Subtotal | \$ 572,000 | \$ - | \$ 572,000 | \$ - | | | 0% | \$ 51,702 | 9% | \$ 51,702 | 9% | \$ 2,585 | | | |

| | | | | | | | | | | | | | | | | |
|----------------------------|---|------------|------|--|--|--|--|--|--|--|--|--|--|--|--|--|
| Contract Allowances | | | | | | | | | | | | | | | | |
| | ALLOWANCE #1- Contingency Allowance | \$ 70,000 | \$ - | | | | | | | | | | | | | |
| | ALLOWANCE #2- Materials Testing | \$ 30,000 | \$ - | | | | | | | | | | | | | |
| | Contract ALLOWANCES Subtotal (No Fee on Contingency) | \$ 100,000 | \$ - | | | | | | | | | | | | | |
| | Contract ALLOWANCES Total (No Fee on Contingency) | \$ - | \$ - | | | | | | | | | | | | | |

| | | | | | | | | | | | | | | | | |
|---|--|------------|------|------------|------|-----|------------|------|----|-----------|----|-----------|----|----------|--|--|
| Construction (Stipulated Sum) Subtotal | | | | | | | | | | | | | | | | |
| | | \$ 672,000 | \$ - | \$ 672,000 | \$ - | N/A | \$ 572,000 | \$ - | 0% | \$ 51,702 | 9% | \$ 51,702 | 9% | \$ 2,585 | | |
| | Construction (Stipulated Sum) Total | \$ 672,000 | \$ - | \$ 672,000 | \$ - | N/A | \$ 572,000 | \$ - | 0% | \$ 51,702 | 9% | \$ 51,702 | 9% | \$ 2,585 | | |

| | | | | | | | | | | | | | | | | |
|--|--|------------|------|------------|------|-----|------------|------|----|-----------|----|-----------|----|----------|--|--|
| Contract Total | | | | | | | | | | | | | | | | |
| | | \$ 672,000 | \$ - | \$ 672,000 | \$ - | N/A | \$ 572,000 | \$ - | 0% | \$ 51,702 | 9% | \$ 51,702 | 9% | \$ 2,585 | | |
| Preconstruction & Construction Contract Total | | | | | | | | | | | | | | | | |
| | | \$ 672,000 | \$ - | \$ 672,000 | \$ - | N/A | \$ 572,000 | \$ - | 0% | \$ 51,702 | 9% | \$ 51,702 | 9% | \$ 2,585 | | |

| Release of Retainage | | | |
|----------------------------------|-----------------|---|--------|
| Approved | Date of Release | General Description of Scope Associated With Release of Retainage | Amount |
| | | | |
| | | | |
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| | | | |
| | | | |
| | | | |
| Total Retainage Released To Date | | | \$ - |

CONTRACTOR'S SWORN STATEMENT AND WAIVER OF LIEN

APPLICATION FOR PARTIAL PAYMENT No. 01 Contractors Job No. 2009 Architect's Project No. 23841-17

FOR THE PERIOD: June 8, 2020 TO: June 25, 2020 Date Submitted: 6/26/2020

NAME OF PROJECT: Extraco Events Center ADA Improvments Project (Owner= McLennan County Architect= CP&Y, Inc.)

CONTRACTOR NAME & ADDRESS: John W. Erwin General Contractor 313 South 13th Street Waco, Texas 76701

PROJECT: Extraco Events Center ADA Improvments Project (Owner= McLennan County Architect= CP&Y, Inc.)

OWNER: McLennan County, Texas

1. The undersigned does hereby release all lien rights and the signature below constitutes waiver of all lien rights and release and discharge of all contracting parties to date on property described herein, conditioned upon payment by **McLENNAN COUNTY, TEXAS** of our current invoice in the amount of: \$ 49,117.
2. It is acknowledged that the designation of the above project constitutes an adequate description of the property and improvements for which the undersigned has received consideration for this release.
3. It is acknowledged that this release is for the benefit of and may be relied upon by the Owner, any construction lender (if applicable), and the principal and surety on any payment, performance, labor, and material bond(s) for the project.
4. In further consideration of the receipt of payment, the undersigned agrees to defend and hold harmless the owner, any construction lender (if applicable), and/or the principal and surety from any claim or claims hereinafter made by the undersigned and/or its material suppliers, subcontractors, vendors, or employees against the project. The undersigned agrees to indemnify or reimburse the Owner so relying upon this release for any and all sums, including attorney's fees and costs, which may be incurred as the result of such claims.
5. In addition to the foregoing, this instrument shall constitute a **PARTIAL** release of all rights, claims and demands of the undersigned against the owner arising out of or pertaining to the above referenced project. If partial, all rights and claims on the project are released up to and including the 25th day of June 2020.

Dated this 26th day of June, 2020.

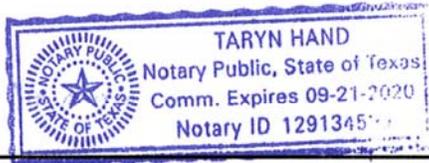
STATE OF Texas
COUNTY of McLennan
(STAMP SEAL BELOW)

John W. Erwin General Contractor, Inc.

Dylan Mathews
Dylan Mathews
Project Engineer

The forgoing release was subscribed and sworn to before me this 26 day of June, 2020.

by Dylan Mathews (as Project Engineer of John W. Erwin General Contractor, Inc.).



My Commission expires: 9/21/20
Taryn Hand
Notary Public



INVOICE DATE: 06/11/2020

| | |
|--------------------------------|--|
| Clark Roofing & Construction | Submitted To: McLennan County |
| 4529 Lake Shore Drive | Project: Annex Building |
| Waco, Texas 76710 | 219 N 6th |
| (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

- Sweep & Remove All Loose Gravel Ballast & Dispose (Blow all dust-off roof surface to provide clean bonding substrate)
- Install 1 layer of 1” rigid poly iso insulation over existing built up roof system (Fully Adhered using low rise foam 3” / 6” /12”)
- Install **80 MIL TPO** Roof system per manufactures requirements (Fully Adhered)
- Flash all existing roof penetrations as needed / Install Prefinished Metal Edge and Fascia Extension
- Install ½” CDX Plywood on all interior parapet walls stop beneath cast/clay tile coping cap
- Install **80 MIL TPO** Roof System on all interior walls, terminate at top of walls beneath coping cap
- Install 2-piece prefinished metal flashing on low wall to roof connections
- Provide Crane / Man Lift for Roof Access / Including Catwalk Area to Courthouse – LIFT disconnected (1) HVAC Units to Ground
 - Provide a 5-year workmanship warranty / 30 Year Manufacture NDL TPO Roof Warranty / 20 Year Finish Warranty on Metals**

EXCLUDES: Plumbing, Electrical, Mechanical, Painting, Roof Access Ladder, Canopies, Wood Blocking, or Items Not Shown on Plans

EXCLUDES: In Ground Downspout “Cast Iron Boots”, Penetrations not shown on plans, non-roof related metal flashings,

DEDUCTION: Not able to remove 7 HVAC units due to crane access working above power lines (-\$1,750.00)

CONTINGENCY DRAW – Additional Work Performed in Addition to Scope

RESTRICTED WORK DUE TO PROTESTS: (Required by Sheriff’s Office & County Staff to Exit Area

| | |
|---|--------------|
| Additional rental charges for equipment on site for 3 days (Crane, Sky Track, Manlift) | + \$6,310.00 |
| Removal of all roof top equipment no longer used or in operation (Exhaust Curbs, Vented Exhaust Units, Conduits, Electrical wiring, Landfill Fees, Waste Containers, 1 day 11 Employees | +\$4,219.88 |
| Additional Framing, Sheathing, Labor – Curb Removals & Penetrations Removed | +\$2,206.41 |

REVISED: P&P/Bid Bond: \$2,816.00

ORIGINAL Base Proposal: \$106,861.19

| | |
|---|---|
| Payment terms: Production draws - Balance due within 10 days from date of service | Total Invoice Amount: \$120,663.77 |
|---|---|

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

| | |
|---|--------------------------------------|
| See deduction Above (Deleted from Contract) – Credit Back | -(\$1,750.00) |
| Additional Work (Deducted From Contingency) Equipment | +\$6,310.00 |
| Additional Work (Deducted From Contingency) Demo | +\$4,219.88 |
| Additional Work (Deducted From Contingency) Penetrations | +\$2,206.41 |
| TOTAL ADDS/DEDUCTS FROM CONTRACT | +10,986.29 + Bond Rates |
| TOTAL REVISED CONTRACT | \$120,663.77 (Including Bond) |

McLennan County Purchasing
 214 North 5th Street
 Waco, TX 76701
 Phone: 254-757-5016
 Fax: 254-757-5068

Purchase Order

Fiscal Year 2020 Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # **20204371-00**

Delivery must be made within doors of specified destination.

B I L L T O

Accounts Payable
 McLennan County - Auditors
 214 North 4th Street, Ste 100
 Waco TX 76701-1366

V E N D O R

CLARK ROOFING AND CONSTRUCTION
 4529 LAKE SHORE DRIVE
 WACO TX 76708

S H I P T O

PURCHASING DEPARTMENT
 MCLENNAN COUNTY
 214 NORTH 5TH STREET
 WACO TX 76701

PO Buyer: Misty McCowan

| | | | |
|-------------------------------------|-------------------|--------------------|--------------------|
| Vendor Phone Number 254-752-0950 | Vendor Fax Number | Requisition Number | Delivery Reference |
|-------------------------------------|-------------------|--------------------|--------------------|

| | | | | |
|----------------------------|-------------------------|---------------|----------------------|--|
| Date Ordered 04/28/2020 | Vendor Number 105636 | Date Required | Freight Method/Terms | Department/Location Purchasing Department |
|----------------------------|-------------------------|---------------|----------------------|--|

| Item# | Description/Part No. | Qty | UOM | Unit Price | Extended Price |
|-------|--|-----|------|--------------------------|---|
| 1 | ROOFING REPAIR FOR ARCHIVES BU The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading Tax Identification Number: 74-6002492 ROOFING REPAIR FOR ARCHIVES BUILDING 417-90-98-8010-701253- \$148,895.92 | 1.0 | EACH | \$148,895.920 | \$148,895.92 |
| 2 | ROOF REPAIR FOR ANNEX BUILDING 417-90-98-8010-701253- \$110,049.19 | 1.0 | EACH | \$110,049.190 | \$110,049.19 \$120,663.77 |
| 3 | ROOF REPAIR FOR SHERIFF'S OFFICE 417-90-98-8010-701253- \$102,287.92 | 1.0 | EACH | \$102,287.920 | \$102,287.92 |
| 4 | CONTINGENCY 417-90-98-8010-701253- \$30,000.00 | 1.0 | EACH | \$30,000.000 | \$30,000.00 |
| | 417-90-98-8010-701253- 391,233.03 371,847.61 * Contingency Draws Detailed -19,385.42 On 3 separate dates the county officials and sheriff's department instructed us to halt work, remove equipment, tools & supplies from the area due to protests at courthouse for worker & public safety. Additional rental of equipment for 3 days along with loss of production for crews and extended work time on weekends: * 30 Ton Crane, Rigger, Operator * 70'ft High lift Sky Track (Extended Rental Past 7 days) - Charged For Full Month From Vendor * 86'ft Man Lift TOTAL: \$6,310.00 Removal, off loading & haul off of non-used or not operational roof top equipment which the county wanted removed to make few penetrations and source of potential leaks (Exhaust Hoods, curbs, Conduits, Gas Pipes, Electrical wiring TOTAL: \$4,219.88 Additional wood decking and framing to close in curbs and other penetrations no longer used. Materials: \$451.07 / Labor \$1,755.34 TOTAL: \$2,206.41 We credited back the original amount to remove the side drafted duct work and hvac frames, stands and units due to crane company cannot legally or safely lift units over power lines or vehicles. Credited +\$1,750.00 (Removed 1 Unit) | | | | USED: \$12,736.29 Credit: -\$1,750.00 LEFT: \$19,013.71 |

By 
 Director of Purchasing

VENDOR COPY

PO Total **\$391,233.03**

STATE OF TEXAS

*

RESOLUTION

COUNTY OF McLENNAN

*

Resolution of McLennan County

WHEREAS, the Commissioners Court finds it in the best interest of the citizens of McLennan County, that the BPU-TAG Prosecutor be operated for the 2020-2021 fiscal year; and

WHEREAS, McLennan County agrees to provide applicable matching funds for the said project as required by the Homeland Security Grants Division grant application, and

WHEREAS, Commissioners Court agrees that in the event of loss or misuse of the Office of the Governor funds, the McLennan County Commissioners Court assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, the Commissioners Court designates Scott M. Felton, County Judge, as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that the Commissioners Court approves submission of the grant application for the BPU-TAG Prosecutor to the Office of the Governor.

Passed and Approved this 19th of May, 2020

Grant Number: 4131501



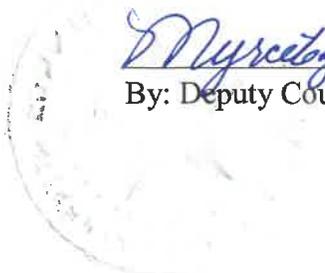
Scott M. Felton, County Judge

Attest:

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



By: Deputy County Clerk





Office of the Governor
Public Safety Office –CEO/Law Enforcement Certifications and Assurances Form

| | |
|---|-------------------------|
| Entity Name: McLennan County | Date: 06/26/2020 |
| Agency/Department Name: District Attorney's Office | |
| Name and Title of Chief Executive Officer: Scott Felton, County Judge | |
| Name and Title of Head of Law Enforcement Agency: Barry Johnson, District Attorney | |

Certification Required by CEO and Head of Law Enforcement Agency

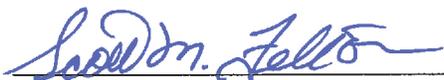
In our respective capacities as chief executive officer of McLennan County (“Grantee”) and as head of McLennan County District Attorney’s Office (“Agency”), we hereby each certify that Grantee and Agency participate fully, and will continue to participate fully from the date of this certification until the later of August 31, 2022 or the end of the grant project period, in 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.

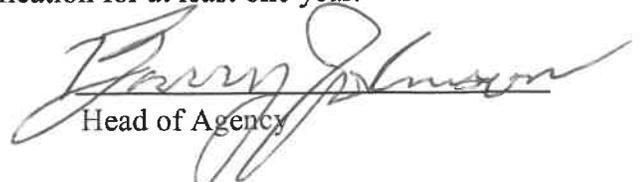
We further certify that Grantee and Agency do not have, and will continue not to have until the later of August 31, 2022 or the end of the grant project period, any policy, procedure, or agreement (written or unwritten) that in any way limits or impedes Agency’s receipt or DHS’s issuance of detainer requests, or in any way limits or restricts Grantee’s and Agency’s full participation in all aspects of the programs and procedures utilized by 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, we certify that neither Grantee nor Agency have in effect, purport to have in effect, or are 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, we certify that Grantee and Agency will comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

We acknowledge that failure to comply with this certification may result in OOG, in its sole discretion, terminating any grant made by OOG to Grantee, and that Grantee must return all funds received from OOG for any grant terminated under this certification. We further acknowledge that Grantee will remain ineligible for OOG funding until it provides satisfactory evidence that the jurisdiction has complied with this certification for at least one year.


Chief Executive Officer for Grantee


Head of Agency

Statement of Grant Award (SOGA)

The Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code, and the Uniform Grant Management Standards (UGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

| | | | |
|--------------------------|-----------------------------|-------------------------------|--------------|
| Grant Number: | 4131501 | Award Amount: | \$137,658.00 |
| Date Awarded: | 7/2/2020 | Grantee Cash Match: | \$0.00 |
| Grant Period: | 09/01/2020 - 08/31/2021 | Grantee In Kind Match: | \$0.00 |
| Liquidation Date: | 11/29/2021 | Total Project Cost: | \$137,658.00 |
| Program Fund: | BP-Border Prosecution Unit | | |
| Grantee Name: | McLennan County | | |
| Project Title: | Border Prosecution Unit-TAG | | |
| Grant Manager: | Edna Segovia | | |
| DUNS Number: | 021619085 | | |

| | |
|--|--|
| CFDA: | N/A |
| Federal Awarding Agency: | N/A - State Funds |
| Federal Award Date: | N/A - State Funds |
| Federal/State Award ID Number: | 2020-BP-ST-0018 |
| Total Federal Award/State Funds Appropriated: | \$15,126,000.00 |
| Pass Thru Entity Name: | Texas Office of the Governor – Homeland Security Grants Division (HSGD) |
| Is the Award R&D: | No |
| Federal/State Award Description: | To support members of the Border Prosecution Unit in prosecuting border crime. |

TEXAS PARKS AND WILDLIFE

**Recreation Grants Branch
BOATING ACCESS GRANT PROGRAM**

AMENDMENT TO PROJECT AGREEMENT

TPWD Contract Number: **481143**

CFDA: **15.605**

Project Number: **F-274-B**

FWS AWARD NUMBER: F16AF00475

Project Name: **MCLENNAN COUNTY**

Project Period: **4-01-2016 TO:12-31-2020**

Total Project Cost: **\$353,290.00**

Approved Federal Funds: **\$264,970.00 (75%)**

THIS AMENDMENT # 5 to Project Agreement Number **F-274-B** is hereby made and agreed upon by the State of Texas, acting through the Texas Parks and Wildlife Department and by the undersigned subdivision pursuant This sub-award is funded through the U.S. Fish and Wildlife Service under the authority of Sport Fish Restoration Grant Program (CFDA# 15.605).

The political subdivision (sponsor) and the State of Texas, in mutual consideration of the promises made herein and in the fund agreement of which this is an amendment, do promise as follows:

EXTEND PROJECT TO DECEMBER 31, 2020 TO ALLOW TIME TO COMPLETE ALL GRANT RELATED ACTIVITIES

In all other respects the fund agreement of which this is an amendment, and the plans and specifications relevant thereto, shall remain in full force and effect. In witness whereof the parties hereto have executed this Amendment as of the date entered below.

TEXAS PARKS AND WILDLIFE DEPARTMENT

MCLENNAN COUNTY

By: Dana Lagarde, Director, Recreation Grants Branch

Name and Title

Dana Lagarde

Digitally signed by Dana Lagarde
Date: 2020.06.29 08:08:46 -05'00'

(Date of Approval)

(Date of Approval)

SAM Date rgk 4TYB8/ 6-26-2020

BJ 6/29/2020

Federal Aid / Date

| | |
|---|---|
| Authority to Use Grant Funds | Texas Department of Agriculture P.O. Box 12847 Austin, TX 78711 |
| The Honorable Scott Felton County Judge, McLennan County 501 Washington Ave. Waco, TX 76701-1300 | Ms. Melisa Durham Langford Community Management Services, Inc. 2901 CR 175 Leander, TX 78641 |
| We received your Request for Release of Funds and Certification, form HUD-7015.15 on: | May 29, 2020 |
| Your Request was for State Identification Number: | CD 7219270 |
| All objections, if received, have been considered. And the minimum waiting period has transpired. You are hereby authorized to use funds provided to you under the above HUD/State Identification Number. File this form for proper record keeping, audit, and inspection purposes. | |
| <p>This is to inform you that as of June 16, 2020, McLennan County, upon execution of an official contract is hereby authorized, according to the terms of such contract, to use funds provided to you under the above State Identification Number. The specific activities of this project identified below are considered to be Categorically Excluded under 24 CFR Part Sec. 58.35 Categorically Excluded Activities.</p> <p><u>Project/Activity:</u> Undertake the project known as Water Improvements #7219270 to replace aged and deteriorated water meters, to prevent water loss and ensure accurate meter readings. Contractor shall install 541 water meters, all associated appurtenances, to include Administration and Engineering costs, with a grant amount of \$300,000, county match of \$15,000 for total estimated project cost \$315,000. The proposed project sites are within the unincorporated community of Elm Mott, McLennan County, TX. See attached list for exact addresses.</p> <p>According to the documents provided by McLennan County, all conditions requiring review under the National Environmental Policy Act for these activities have been met. If all other special conditions have been met, McLennan County is authorized to use Texas Community Development Block Grant Program funds in the amount of \$300,000.00 made available to McLennan County by the Texas Department of Agriculture for the approved project activities.</p> <p>TDA is aware that a Performance Statement Amendment, Modification or Change Order could affect this Release of Funds. The County is advised that this Release of Funds is only valid for the project activities noted above and associated Environmental Review Record. If the Performance Statement or contract activities change as a result of an amendment, change order or modification, a re-evaluation letter or a new Environmental Review may be required under 24CFR58.47 and/or a review by TDA.</p> <p>Thank you for your efforts to ensure compliance with all federal, state and program requirements. If you have any questions regarding environmental issues or if we can provide any further assistance, please do not hesitate to contact me at (512) 936-6709 or you can email me at Pamela.Wozniak@TexasAgriculture.gov.</p> | |

| | | |
|---|--|---------------|
| Typed Name & Title of Authorizing Officer: | Signature of Authorizing Officer: | Date Signed: |
| Pamela Wozniak TDA Environmental Review Specialist |  | June 16, 2020 |



TxCDBG Request for Payment

A203

Grant Recipient: McLennan County

Contract No: 7219270

Request #: Draw 2

| Activity Number | Current Budget | This Request | Total Drawn | Balance | % Remaining |
|------------------------------|----------------------|-----------------------|-----------------------|---------------------|-------------|
| Match O3J-Engineering | \$ 15,000.00 | \$ (2,775.00) | \$ (6,475.00) | \$8,525.00 | 56.83% |
| Engineering O3J-Water/Sewer | \$ 30,135.00 | \$ (2,775.00) | \$ (6,475.00) | \$23,660.00 | 78.51% |
| Construction O3J-Water/Sewer | \$ 237,865.00 | \$ - | \$ - | \$237,865.00 | 100.00% |
| Admin 21A-Gen Program Admin | \$ 32,000.00 | \$ (7,500.00) | \$ (12,500.00) | \$19,500.00 | 60.94% |
| Totals: | \$ 300,000.00 | \$ (10,275.00) | \$ (18,975.00) | \$281,025.00 | |

| 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: | 6/16/2020 | 7/1/2020 | | -0.5 |
| 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 |
| 5/15/20 | TRC | 69621 | \$2,775.00 | \$2,775.00 |
| 6/16/20 | Langford | 4009 | \$7,500.00 | |
| Period Covered: | 2/27/2020 | to | 6/16/2020 | If outside contract period, select: |

| | | | |
|----------------------------------|----------------|----------------------------------|------|
| Scott M. Felton | County Judge | | |
| Name of 1st Authorized Signatory | Title | Signature of Authorized Official | Date |
| Frances Bartlett | County Auditor | | |
| 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. |
| 6/16/2020 | 4009 |

| |
|--|
| BILL TO |
| McLennan County Judge's Office ATT: Regan Copeland 501 Washington Ave., Room 214 Waco, TX 76701 |

| |
|---------|
| PROJECT |
| |

| ITEM | DESCRIPTION | AMOUNT |
|--|--|-------------------------|
| Environmental | Environmental Review Service Period: From 2/27/2020 to 6/16/2020 GRANT FUNDS - \$7,500.00 (See attached spreadsheet for additional information) | 7,500.00 |
| #7219270 - 2019 CD Water Project - grant funds | | Total \$7,500.00 |

ADMINISTRATIVE MILESTONES
McLennan Co. Elm Mott Water Meters



Contract # 7219270

from- _____ through- _____
Dates of Service: 2/27/2020 6/16/2020

| A | B | C | COMPLETED WORK | | | F | G | | H |
|----------------------|--|--------------|------------------|--------------|-------------------|---------------|-----------------|-------------------|-----------------------|
| Grant or Local Match | WORK DESCRIPTION | CONTRACT FEE | PERCENT COMPLETE | EARNED | PREVIOUSLY BILLED | CURRENTLY DUE | TOTAL COMPLETED | PERCENT COMPLETED | BALANCE TO COMPLETION |
| 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 | 100% | \$ 7,500.00 | | \$ 7,500.00 | \$ 7,500.00 | 100% | \$ - |
| 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 | | \$ 12,500.00 | \$ 5,000.00 | \$ 7,500.00 | \$ 12,500.00 | 39% | \$ 19,500.00 |



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: [REDACTED] 14
US WIRE: [REDACTED] 20

Swift Code: [REDACTED] 33
Account Name: TRC
Account Number: [REDACTED] 090

Check Payment Mailing Address: TRC LOCKBOX • P.O. BOX 536282 • PITTSBURGH, PA 15253-5904

McLennan County TX
PO Box 1728
Waco, TX 76703

May 15, 2020
Project No: 381132.0000.0000
Invoice No: 69621
Project Manager: Justin Thomas

Contract # 7219270

Project 381132.0000.0000 McLennan Co - 2019 CDBG Elm Mott Water

Professional Services from March 28, 2020 to April 24, 2020

| Billing Phase | Fee | Percent Complete | Earned |
|--|------------------|---------------------------|-------------------|
| Completion of Prelim Eng Plans & Specs | 7,400.00 | 100.00 | 7,400.00 |
| Completion of Plans, Specs, Bid Advr | 11,100.00 | 50.00 | 5,550.00 |
| Start of Construction | 12,950.00 | 0.00 | 0.00 |
| Completion of all Interim & Final Inspec | 1,850.00 | 0.00 | 0.00 |
| Completion of Final Closeout Assessment | 1,850.00 | 0.00 | 0.00 |
| TxCDBG Closeout Requirements | 1,850.00 | 0.00 | 0.00 |
| Special Services | 8,000.00 | 0.00 | 0.00 |
| Total Fee | 45,000.00 | | 12,950.00 |
| | | Previous Fee Billing | 7,400.00 |
| | | Current Fee Billing | 5,550.00 |
| | Total Fee | | 5,550.00 |
| | | Total this Invoice | \$5,550.00 |

June 11, 2020

The Honorable Scott M. Felton
McLennan County Judge
Post Office Box 1728
Waco, TX 76703
Dustin.chapman@co.mclennan.tx.us

Re: McLennan County Courthouse
Waco, TX

Invoice No: 1902.04
Project No: 1902

UPDATE OF THE PREVIOUSLY-APPROVED MCLENNAN COUNTY COURTHOUSE REHABILITATION
MASTER PLAN, LOCATED IN WACO, TEXAS: December 1, 2019 – May 31, 2020

| | Contract Maximum | % Comp | Amount Invoiced | Amount Previously Billed | Current Amount Due |
|-------------------------|---------------------|-----------|---------------------|--------------------------------|--------------------------|
| Master Plan | \$ 49,500.00 | 75% | \$ 37,125.00 | \$ 32,175.00 | \$ 4,950.00 |
| Reimbursable Expenses | | | <u>950.60</u> | <u>400.00</u> | <u>550.60</u> |
| | | | \$ 38,075.60 | \$ 32,575.00 | \$ 5,500.60 |
| TOTAL AMOUNT DUE | | | | | \$ 5,500.60 |

Inhouse Printing \$ 74.50

Meals \$24.90

Mileage \$ 451.20

Total \$ 550.60

Reimbursable Expenses

Month: Nov-19

Project Name: 1902 McLennan CCH MP - Round X

Inhouse Printing

Black

8 ½ x11: 90 @ \$ 0.25 = \$ 22.50

8 ½ x14: @ \$ 0.30 = \$ -

11x17: 5 @ \$ 0.55 = \$ 2.75

Color

8 ½ x11: 39 @ \$ 1.00 = \$ 39.00

8 ½ x14: @ \$ 1.25 = \$ -

11x17: 7 @ \$ 1.50 = \$ 10.50

Total Inhouse Printing \$ 74.75

| 2020 HELP AMERICA VOTE ACT (HAVA) ELECTION SECURITY SUB-GRANT TO TEXAS COUNTIES | | |
|---|--|--|
| Notice of Grant Award | | Grantor: Texas Secretary of State P.O. Box 12887 Austin, TX 78711 |
| Grantee: McLennan | | |
| Obligation Information | | |
| CFDA Number: 90.404 | Grant Period: 12/21/2019 – 12/31/2021 | Agreement No.: TX18101001-01-161 |
| Funds Description | | |
| This obligation of funds constitutes the subgrantee's allocation of funds provided by the State of Texas under its grants from the U.S. Election Assistance Commission (52 U.S.C. §§ 20901, 20903-20905) authorized by the U.S. Congress under the Consolidated Appropriations Act, 2018 (Public Law 115-141) and U.S. Congress under the Consolidated Appropriations Act, 2020 (Public Law 116-93). | | |
| Funding Information Are you requesting more than \$40,000? | | |
| | <u>Maximum Award</u> | <u>Requested Amount</u> |
| Federal Share | \$120,000 | \$ 120,000 |
| Required Matching Funds | \$16,000 | \$ 16,000 |
| Purpose | | |
| As authorized under Section 101 of the Help America Vote Act of 2002 (P.L. 107-252) (HAVA) and provided for in the Consolidated Appropriations Acts, 2018 (Public Law 115-141) and 2020 (Public Law 116-93), the purpose of this award is to “improve the administration of elections for Federal office, including to enhance election technology and make election security improvements” to the systems, equipment and processes used in federal elections. | | |
| Receipt of Funds | | |
| All funds must be deposited into an interest-bearing account in a fund designated for HAVA funds. Interest earned on this award’s funds and any net program income shall be retained in the fund and used for allowable activities described in Section 101 of HAVA. Program income is defined as revenue received from a grant-supported activity during the grant period, such as fees from the use or rental of real or personal property acquired with grant funds. | | |
| Matching Funds | | |
| Total expenditures exceeding \$40,000 must be matched at 20% using county funds, e.g., if a county requests \$120,000, \$80,000 must be matched at 20%. | | |
| Grant Administration | | |
| Award recipients and sub-recipients must adhere to all applicable federal and state requirements including Office of Management and Budget (OMB) guidance: Title 2 C.F.R. Subtitle A, Chapter II, Part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. § 200) and the Texas Uniform Grant Management Standards (UGMS) maintained by the Texas Comptroller of Public Accounts. | | |
| Reporting Requirements | | |
| <ol style="list-style-type: none"> 1. The county must comply with all expenditure reporting requirements prescribed by the Secretary of State and other reports deemed necessary by the Secretary of State or the federal government. 2. The final expenditure report must be submitted to the Secretary of State no later than January 31, 2022. Any unexpended funds will revert back to the state. 3. Failure to comply with any and all reporting requirements may result in the Secretary of State withholding any funds distributed to the county, including, but not limited to, Chapter 19 funds, Primary Finance funds issued pursuant to Chapter 173, Texas Election Code, and any other HAVA funding awarded to the county. | | |
| Award Contingencies | | |
| This award is contingent upon the completion of the following activities: <ol style="list-style-type: none"> 1. Completion of the data entry fields in this agreement, including the electronic signature of the county judge. 2. A resolution from the county commissioners court acknowledging certain terms and conditions. 3. Implement or have implemented the Drug-Free Workplace Requirements of 2 C.F.R. § 182.200 and comply with subpart C of 2 C.F.R. Part 180- Debarment & Suspension & include in lower-tier covered transactions. | | |
| Acknowledgement | | |
| By signing this award agreement, the county agrees to comply with all terms and conditions in this Notice, including the attached HAVA Assurances. | | |
|  | 06/10/2020 | |
| Ruth R. Hughs Texas Secretary of State | Scott Felton McLennan County Judge | |

| |
|--|
| Required County Match |
| Describe how the county will meet the required match. |
| Chapter 19 funding |
| Funding Purpose Areas |
| Describe how the county will use the funds outlined in this award to “improve the administration of elections for federal office, including enhancements to elections related information systems and technologies and election security improvements” to include systems, equipment and processes used in federal elections. <u>Where applicable, identify the method or tool used to arrive at the election security need, including but not limited to, an election security assessment, SOS-prescribed policies and templates, federal election security resources, etc.</u> |
| Voting Equipment: Upgrades and replacement equipment – must be HAVA-compliant and paper verifiable |
| Proposed Activities: Replacement and upgrades for Electronic Voting Equipment |
| Election Auditing: Costs to conduct review after polls close for the purpose of determining whether the votes were counted accurately |
| Proposed Activities: Central Count staffing to verify vote totals prior to releasing results - \$5,000.00 |
| Voter Registration Systems: Costs to enhance voter registration system security |
| Proposed Activities: NCOA performed through VOTEC - \$3,500.00 |
| Cyber Security: Security enhancements to protect the election process (e.g., remediation from election security assessments) |
| Proposed Activities: Upgrades for laptops |
| Communications: Costs needed to communicate with the public regarding election security |
| Proposed Activities: Ads in Waco Tribune \$5,000.00 |

SINGLE POINT OF CONTACT AND PAYMENT INFORMATION

Name Kathy E Van Wolfe

Title McLennan County Elections Administrator

Phone 254-757-5043 Fax 254-757-5041

Email kathy.vanwolfe@co.mclennan.tx.us

Address P.O. Box 2450 Waco, TX 76703 or 214 N. 4th Street, Suite 300, Waco, TX 76701

Mail Code* 000

*Payments will be issued using the county vendor ID 17460024924 and a designated mail code. Please provide the three-digit mail code in the space provided above. If you are unsure of what mail code to use, please contact your county treasurer/auditor.

HAVA GRANT ASSURANCES

Resolution from the Governing Body

A resolution from the county Commissioners Court must be on file with the Secretary of State that includes, at a minimum, the following statements (the same resolution may be used for any HAVA funds awarded to the county provided the statements remain true and correct):

McLennan County Commissioners Court agrees that the expenditure of the funds will be in accordance with applicable federal and state law and any agreement between McLennan County and the State of Texas, Office of the Secretary of State as authorized under Section 101 of the Help America Vote Act of 2002 and in consultation and agreement with the county election official(s) as defined in Sections 12.001 and 31.091 of the Texas Election Code.

McLennan County Commissioners Court agrees to assign a single point of contact (SPOC) to act on behalf of the county in communicating with the Office of the Secretary of State, including the submission of all necessary reports.

McLennan County Commissioners Court agrees claims against the fund shall be audited and approved in the same manner as other claims against the county before they are paid.

McLennan County Commissioners Court agrees that it will not consider the availability of the funds in adopting the county budget.

McLennan County Commissioners Court agrees that in the event of loss, misuse, or noncompliance pursuant to any grant award agreement with the Secretary of State, McLennan Commissioners Court assures that the funds will be returned to the Office of the Secretary of State in full. County

State Voting System Certification

If equipment or software is being acquired that requires Secretary of State prior approval pursuant to Section 123.035 of the Texas Election Code, the county must comply with the following:

1. Provide a copy of the relevant portions of the contract containing the identifying information that the Secretary of State needs to determine whether the version of what is being acquired under the contract complies with the applicable requirements.
2. The county may not expend funds unless it has received a letter from the Secretary of State confirming that the acquisition under the contract satisfies the applicable requirements for approval.

Financial Management Standards

The financial management system of the county must meet the following standards:

1. Financial reporting. Accurate, current, and complete disclosure of the financial results of financially assisted activities must be made in accordance with the financial reporting requirements of the grant award.
2. Accounting records. The county must maintain records which adequately identify the source and application of funds provided for financially-assisted activities. These records must contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income.
3. Internal control. Effective control and accountability must be maintained for all grant award cash, real and personal property, and other assets. The county must adequately safeguard all such property and must assure that it is used solely for authorized purposes.
4. Budget control. Actual expenditures or outlays must be compared with budgeted amounts for each grant award. Financial information must be related to performance or productivity data, including the development of unit cost information whenever appropriate or specifically required in the grant award agreement. If unit cost data are required, estimates based on available documentation will be accepted whenever possible.
5. Allowable cost. Applicable OMB cost principles, agency program regulations, and the terms of grant award agreement will be followed in determining the reasonableness, allowability, and allocability of costs.
6. Source documentation. Accounting records must be supported by such source documentation as canceled checks, paid bills, payrolls, time and attendance records, contract and grant award documents, etc.
7. The Secretary of State or its designee may review the adequacy of the financial management system of any applicant for financial assistance as part of a pre-award review or at any time subsequent to award.

Procurement

The county shall use its own procurement procedures and regulations, provided that the procurement conforms to applicable laws and the standards identified in Chapter III (State Uniform Administrative Requirements for Grants and Cooperative Agreements), Subpart C, Section 36 of the Uniform Grant Management Standards.

Property Management

Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part with grant funds, until disposition takes place will, at a minimum, meet the following requirements:

1. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date and cost of the property, percentage of the Secretary of State participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
2. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
3. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated. Certain types of equipment are classified as "controlled assets". The Comptroller's State Property Accounting User Manual, available on the Internet, contains the most current listing.

4. Adequate maintenance procedures must be developed to keep the property in good condition.
5. Counties should attempt to get trade-in value or sell HAVA-funded equipment after it is no longer needed for its original intended purpose, and use the proceeds toward replacement equipment or other related activities. Proper sales procedures must be established to ensure the highest possible return.

Records Retention

1. The county must maintain records for at least three years following the submission of the final expenditure report.
2. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 3-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 3-year period, whichever is later.

Compliance Reviews

1. Compliance reviews include programmatic and financial auditing.
2. The Secretary of State reserves the right to conduct its own audit or contract with another entity to audit the county.
3. The Secretary of State or its designee may conduct compliance reviews throughout the existence of a grant or conduct an audit after the grant period has ended. The county must make all grant-related records available to the Secretary of State or its representatives unless the information is sealed by law.
4. Compliance reviews may be on-site or desk reviews and may include any information that the Secretary of State deems relevant to the project.

Remedies for Noncompliance

If a county fails to comply with any term or condition of this award agreement or any applicable statutes, rules, regulations, or guidelines, Secretary of State may take one or more of the following actions:

1. Require the return of funds if disbursements have already been made.
2. Temporarily withhold all payment to the county pending correction of the deficiency by the county.
3. Temporarily withhold all payments for other HAVA grant funds awarded to the county pending correction of the deficiency by the county.
4. Disallow all or part of the cost of the activity or action that is not in compliance.
5. Impose administrative sanctions, other than fines, on the county.
6. Withhold further HAVA grant funds from the county.
7. Terminate the award agreement in whole or in part.
8. Exercise other remedies that may be legally available.

Collection of Amount Due

Any funds paid to the county in excess of the amount to which the county is finally determined to be entitled under the terms of the award constitute a debt to the Secretary of State. If not paid within 30 days after demand, the federal or state agency may reduce the debt by:

1. Making an administrative offset against other requests for reimbursements;
2. Withholding payments otherwise due to the county; or
3. Other action permitted by law.

Except where otherwise provided by statutes or regulations, the federal government may charge interest on an overdue debt in accordance with the Federal Claims Collection Standards (4 CFR Ch. II). The date from which interest is computed is not extended by litigation or the filing of any form of appeal.

Standard Federal Assurances

Certification Regarding Lobbying for Contracts, Grants, Loans and Cooperative Agreements

The signing authority certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the signing authority, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the signing authority shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The signing authority shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction

imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Certification Regarding Trafficking in Persons

The signing authority certifies to his or her understanding that this grant is subject to the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) as follows:

- I. Provisions applicable to a recipient that is a private entity.
 - A. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not:
 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 2. Procure a commercial sex act during the period of time that the award is in effect; or
 3. Use forced labor in the performance of the award or subawards under the award.
 - B. We as the federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity
 1. Violates a prohibition in paragraph A of this award term; or
 2. Has an employee who violates a prohibition in paragraph A of this award term through conduct that is either:
 - a) Associated with performance under this award; or
 - b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)".
- II. Provisions applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is not a private entity—
 - A. Is determined to have violated an applicable prohibition of paragraph I.A of this award
 - B. term; or
 - C. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph I.A of this award term through conduct that is—
 1. Associated with performance under this award; or
 2. Imputed to you using the standards and due process for imputing conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB 12 Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 2200.
- III. Provisions applicable to any recipient.
 - A. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph I A of this award term.
 - B. Our right to terminate unilaterally that is described in paragraph (1) and (2) of this section:
 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 2. Is in addition to all other remedies for noncompliance that are available to us under this award.
 - C. You must include the requirements of paragraph I A of this award term in any subaward you make to a private entity.
- IV. Definitions. For purposes of this award term:
 - A. "Employee" means either:

1. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 2. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose service are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- B. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- C. “Private entity”:
1. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR §175.25.
 2. Includes:
 - a) A nonprofit organization, including any non-profit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
 - b) A for-profit organization.
- D. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

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

MEMORANDUM

TO: Honorable Scott Felton, McLennan County Judge
Honorable Kelly Snell, McLennan County Commissioner, Precinct 1
Honorable Patricia Miller, McLennan County Commissioner, Precinct 2
Honorable Will Jones, McLennan County Commissioner, Precinct 3
Honorable Ben Perry, McLennan County Commissioner, Precinct 4

FROM: Randy H. Riggs, CPA, Tax Assessor/Collector

SUBJECT: Refund of Overpayment

DATE: June 23, 2020

Texas Property Tax Code Section 31.11 (a) states "If a taxpayer applies to the tax collector...for a refund of an overpayment..., the collector...determines that the payment was...excessive, and the auditor...agrees with the collector's determination, the collector shall refund the amount of the excessive...payment... However, the collector may not make the refund unless:

(2) ...the governing body of the taxing unit that employs the collector also determines that the payment was...excessive and approves the refund if the amount of the refund exceeds:

(B) \$2,500...

It is determined that the following account made excessive payments and are due a refund:

| | |
|---------------------|-------------|
| Alamo Title Company | \$27,607.95 |
|---------------------|-------------|

The McLennan County Tax Office respectfully requests the Commissioners Court of McLennan County to approve the above refund.



RANDY H. RIGGS, CPA, PCC
McLennan County Tax-Assessor Collector
 P.O. BOX 406
 WACO, TX 76703

Phone No.: (254)-757-5130

Print Date: 06/09/2020

ALAMO TITLE COMPANY
2915 W BITTERS RD SUITE 301
SAN ANTONIO, TX 78248

| |
|--|
| Account Number 48-040808-000102-0 |
| Legal Description of the Property THANKSGIVING PARK BLOCK 1 LOT 2 ACRES 20.197 3001 S NEW ROAD OWNER: VANTAGE AT WACO LLC |

2019 OVERAGE AMOUNT \$27,607.95

1: COUNTY OF MCLENNAN, 3: MCLENNAN COMMUNITY COLLEGE, 48: WACO ISD, 80: City of Waco

Dear Taxpayer:

Our records indicate that an overpayment exists on the property tax account listed above as of the date of this letter. If you paid the taxes on this account and believe you are entitled to a refund, please complete the application below, sign it, and return it to our office. If the taxes were paid by your mortgage/title company or any other party, you must obtain a written letter of release in order for the refund to be issued in your name. If you did not make the payment(s) on this account, please forward this letter to the person who paid these taxes. You may also request the transfer of this overpayment to other tax accounts and/or tax years in the space provided or by attaching an additional sheet if necessary. Your application for refund must be submitted within three years from the date of the overpayment, or you waive the right to the refund (Sec. 31.11c). Governing body approval is required for refunds in excess of \$2500.

APPLICATION FOR PROPERTY TAX REFUND

| | | | | |
|--|---|--|-----------------|-----------------------------|
| Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund. | Who should the refund be issued to: | | | |
| | Name: <u>Alamo Title Company</u> | | | |
| | Address: <u>2915 W. Bitters Rd., Suite 301</u> | | | |
| | City, State, Zip: <u>San Antonio TX 78248</u> | | | |
| Daytime Phone No.: <u>210.490.1313</u> | | E-Mail Address: <u>andrea.holland@alamotitle.com</u> | | |
| Step 2. Provide payment information. Please attach copies of cancelled checks or original receipts for all cash payments you made. | Payment made by: | Check No. | Date Paid | Amount Paid |
| | <u>Alamo Title Company</u> | <u>54200263</u> | <u>6/8/2020</u> | <u>\$ 871,619.89</u> |
| | TOTAL AMOUNT PAID (sum of the above amounts) | | | <u>\$ 871,619.89</u> |
| Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage. | Please check one of the following: | | | |
| | <input type="checkbox"/> | I paid this account in error and I am entitled to the refund. | | |
| | <input checked="" type="checkbox"/> | I overpaid this account. Please refund the excess to the address listed in Step 1. | | |
| <input type="checkbox"/> This payment should have been applied to other tax account(s) and/or year(s) (listed below): | | | | |
| Step 4. Sign the form. Unsigned applications cannot be processed. | By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.) | | | |
| | SIGNATURE OF REQUESTOR (REQUIRED) <u>[Signature]</u> | | | DATE <u>6/18/2020</u> |
| TAX OFFICE USE ONLY: <input type="checkbox"/> Approved <input type="checkbox"/> Denied By: _____ Date: _____ | | | | |

This application must be completed, signed, and submitted with supporting documentation to be valid.

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

MEMORANDUM

TO: Honorable Scott Felton, McLennan County Judge
Honorable Kelly Snell, McLennan County Commissioner, Precinct 1
Honorable Patricia Miller, McLennan County Commissioner, Precinct 2
Honorable Will Jones, McLennan County Commissioner, Precinct 3
Honorable Ben Perry, McLennan County Commissioner, Precinct 4

FROM: Randy H. Riggs, CPA, Tax Assessor/Collector

SUBJECT: Refunds of Overpayments

DATE: June 10, 2020

Texas Property Tax Code Section 31.11 (a) states "If a taxpayer applies to the tax collector...for a refund of an overpayment..., the collector...determines that the payment was...excessive, and the auditor...agrees with the collector's determination, the collector shall refund the amount of the excessive...payment... However, the collector may not make the refund unless:
(2) ...the governing body of the taxing unit that employs the collector also determines that the payment was...excessive and approves the refund if the amount of the refund exceeds:
(B) \$2,500...

It is determined that the following accounts made excessive payments and are due a refund:

| | |
|--|------------|
| Central Freight Lines Inc | \$3,040.04 |
| American Guaranty Title on behalf of Spencer Dale Kiser | \$6,881.66 |

The McLennan County Tax Office respectfully requests the Commissioners Court of McLennan County to approve the above refunds.



RANDY H. RIGGS, CPA, PCC
McLennan County Tax-Assessor Collector
 P.O. BOX 406
 WACO, TX 76703

Phone No.: (254)-757-5130

Print Date: 05/06/2020

CENTRAL FREIGHT LINES
5601 WEST WACO DR
WACO, TX 76702

| |
|--|
| Account Number 48-C13218-8 |
| Legal Description of the Property SUPPLIES, FURN. FIX & EQUIP., VEHICLES 5601 W WACO DR OWNER: CENTRAL FREIGHT LINES INC |

2019 OVERAGE AMOUNT \$3,040.04

1: COUNTY OF MCLENNAN, 3: MCLENNAN COMMUNITY COLLEGE, 48: WACO ISD, 80: City of Waco

Dear Taxpayer:

Our records indicate that an overpayment exists on the property tax account listed above as of the date of this letter. If you paid the taxes on this account and believe you are entitled to a refund, please complete the application below, sign it, and return it to our office. If the taxes were paid by your mortgage/title company or any other party, you must obtain a written letter of release in order for the refund to be issued in your name. If you did not make the payment(s) on this account, please forward this letter to the person who paid these taxes. You may also request the transfer of this overpayment to other tax accounts and/or tax years in the space provided or by attaching an additional sheet if necessary. Your application for refund must be submitted within three years from the date of the overpayment, or you waive the right to the refund (Sec. 31.11c). Governing body approval is required for refunds in excess of \$2500.

APPLICATION FOR PROPERTY TAX REFUND

| | | | | |
|--|---|-----------------|----------------|------------------|
| Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund. | Who should the refund be issued to: | | | |
| | Name: <i>Central Freight Lines, Inc</i> | | | |
| | Address: <i>5601 West Waco Drive</i> | | | |
| | City, State, Zip: <i>Waco, TX 76702</i> | | | |
| Daytime Phone No.: | | E-Mail Address: | | |
| Step 2. Provide payment information. Please attach copies of cancelled checks or original receipts for all cash payments you made. | Payment made by: | Check No. | Date Paid | Amount Paid |
| | <i>Central Freight</i> | <i>715637</i> | <i>4-24-20</i> | <i>28,608.22</i> |
| | TOTAL AMOUNT PAID (sum of the above amounts) | | | |
| Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage. | Please check one of the following: | | | |
| | <input type="checkbox"/> I paid this account in error and I am entitled to the refund. | | | |
| | <input checked="" type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1. | | | |
| This payment should have been applied to other tax account(s) and/or year(s) (listed below): | | | | |
| Step 4. Sign the form. Unsigned applications cannot be processed. | By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.) | | | |
| | SIGNATURE OF REQUESTOR (REQUIRED) | | | DATE |
| <i>Billy Lamey</i> | | | <i>5/12/20</i> | |
| TAX OFFICE USE ONLY: <input type="checkbox"/> Approved <input type="checkbox"/> Denied By: _____ Date: _____ | | | | |

This application must be completed, signed, and submitted with supporting documentation to be valid.

APPLICATION AND CERTIFICATE FOR PAYMENT - CONSTRUCTION MANAGER AT RISK

APPLICATION FOR PARTIAL PAYMENT No. 17 Contractors Job No. 1901 PROJECT No. _____
 FOR THE PERIOD: May 26, 2020 TO: June 25, 2020 Date Submitted: 6/26/2020
 NAME OF PROJECT: McLennan County / Heart of Texas Fairgrounds Area Venue Project
 CMR NAME & ADDRESS: John W. Erwin General Contractor 313 South 13th Street Waco, Texas 76701

TO BE COMPLETED BY THE CONSTRUCTION MANAGER AT RISK

| | PRE-CONSTRUCTION SERVICES | + | CONSTRUCTION SERVICES (GMP) | = | TOTAL CONTRACT AMOUNT |
|--|---------------------------|---|-----------------------------|---|-----------------------|
| 1 Original Contract Amount: | \$ 81,200 | | \$ 0 | | \$ 81,200 |
| 2 Approved Change Order Extras: | \$ 39,500 | | \$ 32,333,650 | | \$ 32,373,150 |
| 3 Accepted Change Order Deductions: | \$ 0 | | \$ 0 | | \$ 0 |
| 4 Current Contract Amount: | \$ 120,700 | | \$ 32,333,650 | | \$ 32,454,350 |
| 5 Total Completed To Date: | \$ 112,580 | | \$ 18,344,982 | | \$ 18,457,562 |
| 6 Less Total Retainage Held To Date: | N/A | | \$ 710,396 | | \$ 710,396 |
| 7 Total Net Earned Amount: | \$ 112,580 | | \$ 17,634,586 | | \$ 17,747,166 |
| 8 Less Previous Payments: | \$ 112,580 | | \$ 15,807,222 | | \$ 15,919,802 |
| 9 Current Payment Due For Each Part: | \$ 0 | | \$ 1,827,364 | | \$ 1,827,364 |
| 10 Balance To Finish, Including Retainage: (line 4 less line 7) | \$ 8,120 | | \$ 14,699,064 | | \$ 14,707,184 |

AFFIDAVIT

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 for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

[Handwritten Signature]
 Signature of CM-R

STATE OF TEXAS
 COUNTY OF McLennan
 (STAMP SEAL BELOW)

Personally before me, the undersigned authority, this day appeared Kevin C. Karr who being by me duly sworn, on his oath says that the account hereto attached, in the amount of \$1,827,364, in favor of John W. Erwin General Contractor, Inc. and against McLennan County, Texas is, within the knowledge of affiant, just true, and correct: that it is due and that all just and lawful debts, payments, and credits have been allowed.

Sworn to and subscribed before me, [Handwritten Signature] this 26 day of June, 2020
 Signature of CM-R

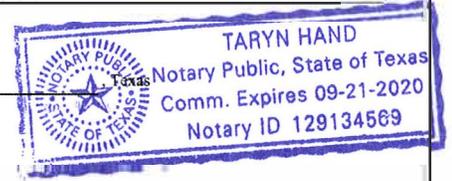
Notary Public

[Handwritten Signature]
 Signature of Notary

My Commission expires:

9/21/2020

McLennan



PRE-CONSTRUCTION SERVICES:

Current Payment For Pre-Construction Services 0

CONSTRUCTION SERVICES:

Current Payment For Construction Services 1,827,364

APPLICATION AND CERTIFICATE FOR PAYMENT: TO BE COMPLETED BY THE PROJECT ARCHITECT

TO: McLennan County, Waco, Texas

This is to certify that John W. Erwin General Contractor, Construction Manager-at-Risk for the Project McLennan County / Heart of Texas Fairgrounds Area Venue Project is entitled to payment

for Pre-Construction and/or Construction Services of this Certificate in the amount of \$ 1,827,364
 (Attach explanation if amount certified differs from the amount applied for.)

Architect Populous, Inc.

Reviewed and Certified on 6.28.2020 By: John P. Finkel
 Date Signature of Architect

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certify 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.

APPLICATION AND CERTIFICATE FOR PAYMENT: TO BE COMPLETED BY THE OWNER

McLennan County: Reviewed and Approved on _____ Date By: _____ Signature

McLennan County / Heart of Texas Fairgrounds Area Venue Project Schedule of Values - Contractor's Estimate Continuation Sheet (8 1/2" x 11" Sheet ONLY)

| Project No. | | Project Address: 4601 Bosque Blvd. Waco, Texas 76710 | | | | | | | | | | | | |
|--|---|--|---|-------------------------------------|----------------------------|--|---|---|---------------------|-------|-------|--|----------------|----------|
| Project Name: McLennan County / Heart of Texas Fairgrounds Area Venue Project | | Application For Payment Number: 17 | | | | | | | | | | | | |
| Construction Manager Name: John W. Erwin General Contractor, Inc. | | Application Period: From 26-May-20 To 25-Jun-20 | | | | | | | | | | | | |
| A | B | C | | D | E | F | G | H | I | J | K | L | M | N |
| Spec Section / Bid Package | Description of Work / Subcontractor / Supplier / Vendor / Specification Section | Initial Proposed Line Item Values | Additional Services / GMP Change Order Values | Actual Subcontract Amount at Buyout | Delta (Proposed to Actual) | Subcontract Purchase Order or Vendor No. | Detailed Breakdown of Contract Line Items | Total Amount Previously Requested & Percent | Current Application | | | Total Amount Completed To Date & Percent | Retainage (5%) | |
| Column Equations | | C' | C - D | C' | C - D | | D' | L' | H / G | L - H | J / G | H + J | L / G | L x 5% |
| Pre-Construction Services | | | | | | | | | | | | | | |
| Phase 1 Services: | | | | | | | | | | | | | | |
| Personnel Costs | | \$ 52,800 | \$ - | \$ 52,800 | \$ - | | \$ 52,800 | \$ 47,520 | 90% | \$ - | 0% | \$ 47,520 | 90% | |
| Overhead | | \$ 1,920 | \$ - | \$ 1,920 | \$ - | | \$ 1,920 | \$ 1,728 | 90% | \$ - | 0% | \$ 1,728 | 90% | |
| Expenses | | \$ 24,560 | \$ - | \$ 24,560 | \$ - | | \$ 24,560 | \$ 22,104 | 90% | \$ - | 0% | \$ 22,104 | 90% | |
| Profit | | \$ 1,920 | \$ - | \$ 1,920 | \$ - | | \$ 1,920 | \$ 1,728 | 90% | \$ - | 0% | \$ 1,728 | 90% | |
| Phase 2 Services (Area A Expo Center Only): | | | | | | | | | | | | | | |
| Personnel Costs | | \$ - | \$ 31,600 | \$ 31,600 | \$ - | N/A | \$ 31,600 | \$ 31,600 | 100% | \$ - | 0% | \$ 31,600 | 100% | N/A |
| Overhead | | \$ - | \$ 932 | \$ 932 | \$ - | | \$ 932 | \$ 932 | 100% | \$ - | 0% | \$ 932 | 100% | |
| Expenses | | \$ - | \$ 6,036 | \$ 6,036 | \$ - | | \$ 6,036 | \$ 6,036 | 100% | \$ - | 0% | \$ 6,036 | 100% | |
| Profit | | \$ - | \$ 932 | \$ 932 | \$ - | | \$ 932 | \$ 932 | 100% | \$ - | 0% | \$ 932 | 100% | |
| Pre-Construction Services Subtotal | | \$ 81,200 | \$ 30,500 | \$ 120,700 | \$ - | | \$ 120,700 | \$ 112,580 | 93% | \$ - | 0% | \$ 112,580 | 93% | |
| Pre-Construction Services Total | | \$ - | \$ 120,700 | \$ 120,700 | \$ - | | \$ 120,700 | \$ 112,580 | 93% | \$ - | 0% | \$ 112,580 | 93% | |
| Construction Services | | | | | | | | | | | | | | |
| Phase 2 Area A- Expo Center- Bid Pkg. No. 01 (IGMP) Work- Demolition (1901): | | | | | | | | | | | | | | |
| General Requirements: | | | | | | | | | | | | | | |
| Job Cleanup | | \$ - | \$ 29,531 | \$ 29,531 | \$ - | | \$ 29,531 | \$ - | 0% | \$ - | 0% | \$ - | 0% | \$ - |
| Dumpster Rental | | \$ 11,376 | \$ 11,376 | \$ 11,376 | \$ - | | \$ 11,376 | \$ - | 0% | \$ - | 0% | \$ - | 0% | \$ - |
| Chemical Toilets | | \$ 9,143 | \$ 7,844 | \$ 7,844 | \$ 1,299 | | \$ 7,844 | \$ 548 | 7% | \$ - | 0% | \$ 548 | 7% | \$ 27 |
| First Aid / Safety Supplies | | \$ 4,200 | \$ 4,200 | \$ 4,200 | \$ - | | \$ 4,200 | \$ 2,270 | 54% | \$ - | 0% | \$ 2,270 | 54% | \$ 114 |
| Drinking Water, Ice, Cups | | \$ 2,600 | \$ 2,600 | \$ 2,600 | \$ - | | \$ 2,600 | \$ - | 0% | \$ - | 0% | \$ - | 0% | \$ - |
| Small Tools | | \$ 1,600 | \$ 1,600 | \$ 1,600 | \$ - | | \$ 1,600 | \$ 244 | 15% | \$ - | 0% | \$ 244 | 15% | \$ 12 |
| Fuel & Oil | | \$ 1,800 | \$ 1,800 | \$ 1,800 | \$ - | | \$ 1,800 | \$ - | 0% | \$ - | 0% | \$ - | 0% | \$ - |
| Temporary Project Fencing | | \$ 54,250 | \$ 54,250 | \$ 54,250 | \$ - | | \$ 54,250 | \$ 39,748 | 73% | \$ - | 0% | \$ 39,748 | 73% | \$ 1,987 |
| Temporary Project Signage / Safety Signage | | \$ 15,000 | \$ 15,000 | \$ 15,000 | \$ - | | \$ 15,000 | \$ 6,580 | 44% | \$ - | 0% | \$ 6,580 | 44% | \$ 329 |
| Storage Trailers | | \$ 2,500 | \$ 2,500 | \$ 2,500 | \$ - | | \$ 2,500 | \$ - | 0% | \$ - | 0% | \$ - | 0% | \$ - |
| Construction / Other Project Costs: | | | | | | | | | | | | | | |
| Building Permit Fees (City of Waco) | | \$ 3,500 | \$ 3,500 | \$ 3,500 | \$ - | | \$ 3,500 | \$ - | 0% | \$ - | 0% | \$ - | 0% | \$ - |
| SWPPP / Inspections / Maintenance | | \$ 31,000 | \$ 31,000 | \$ 31,000 | \$ - | | \$ 31,000 | \$ 975 | 3% | \$ - | 0% | \$ 975 | 3% | \$ 49 |
| Building Demolition (Lloyd Nabors) | | | | | | | | | | | | | | |
| CO #01- Additional Demolition / Concrete Removal at Courtyard of GE Building | | \$ 71,746 | \$ 71,746 | \$ 71,746 | \$ - | 1901-0220-5000-S | \$ 71,746 | \$ 71,746 | 100% | \$ - | 0% | \$ 71,746 | 100% | \$ - |
| CO #01- Haul- Off of Cement Treated Base at Main Site on South Side | | \$ 3,800 | \$ 3,800 | \$ 3,800 | \$ (3,800) | 1901-0220-5000-S | \$ 3,800 | \$ 3,800 | 100% | \$ - | 0% | \$ 3,800 | 100% | \$ - |
| CO #02- Additional Parking Lot Demo at CMAR's temporary subcontractor parking area | | \$ 1,650 | \$ 1,650 | \$ 1,650 | \$ - | 1901-0220-5000-S | \$ 1,650 | \$ 1,650 | 100% | \$ - | 0% | \$ 1,650 | 100% | \$ - |
| CO #03- Demo and Haul Off Existing Tree near existing Drop Off | | \$ 18,000 | \$ 18,000 | \$ 18,000 | \$ (18,000) | 1901-0220-5000-S | \$ 18,000 | \$ 18,000 | 100% | \$ - | 0% | \$ 18,000 | 100% | \$ - |
| CO #03- Demo and Haul Off Existing Tree near existing Drop Off | | \$ 1,200 | \$ 1,200 | \$ 1,200 | \$ - | 1901-0220-5000-S | \$ 1,200 | \$ 1,200 | 100% | \$ - | 0% | \$ 1,200 | 100% | \$ - |
| Remaining Building Demolition / Site Demolition Budget Funds | | \$ 81,944 | \$ 81,944 | \$ 81,944 | \$ - | | \$ 81,944 | \$ - | 0% | \$ - | 0% | \$ - | 0% | \$ - |
| Remaining Building Demolition / Site Demolition Budget Funds | | \$ (81,944) | \$ (81,944) | \$ (81,944) | \$ - | | \$ (81,944) | \$ - | 0% | \$ - | 0% | \$ - | 0% | \$ - |
| Exterior Enclosure / Repairs Where Creative Arts Bldg was Demo'd- Budget Funds | | | | | | | | | | | | | | |
| Core Restrooms Building- Temp. Roofing Repairs (Honey's Roofing) | | \$ 75,250 | \$ 75,250 | \$ 75,250 | \$ - | | \$ 75,250 | \$ - | 0% | \$ - | 0% | \$ - | 0% | \$ - |
| GE Building- enlarge concrete equipment pads to receive relocated HVAC Units from CA Bldg. (JP Lowry)- CORRECTED INVOICE OPA #09 | | \$ 2,750 | \$ 2,750 | \$ 2,750 | \$ (2,750) | | \$ 2,750 | \$ 2,750 | 100% | \$ - | 0% | \$ 2,750 | 100% | \$ 138 |
| GE Building- enlarge concrete equipment pads to receive relocated HVAC Units from CA Bldg. (JP Lowry)- CORRECTED INVOICE OPA #09 | | \$ 2,200 | \$ 2,200 | \$ 2,200 | \$ (2,200) | | \$ 2,200 | \$ 2,200 | 100% | \$ - | 0% | \$ 2,200 | 100% | \$ 110 |
| Core Restrooms Building- Temp. Exterior Wall Framing, Sheathing, and Tyvek Bldg. Wrap (A&H Drywall) | | \$ 2,770 | \$ 2,770 | \$ 2,770 | \$ - | | \$ 2,770 | \$ 2,770 | 100% | \$ - | 0% | \$ 2,770 | 100% | \$ 138 |
| Exterior Enclosure / Repairs Where Creative Arts Bldg was Demo'd- Budget Funds | | \$ (73,950) | \$ 73,950 | \$ 73,950 | \$ - | | \$ (73,950) | \$ - | 0% | \$ - | 0% | \$ - | 0% | \$ - |
| Mechanical / Plumbing Site Demolition (Capstone Mechanical) | | | | | | | | | | | | | | |
| CO #01- Custom Equipment Curbs for Relocated HVAC Units at GE Building | | \$ 6,649 | \$ 6,649 | \$ 6,649 | \$ - | 1901-1550-5000-S | \$ 6,649 | \$ 6,649 | 100% | \$ - | 0% | \$ 6,649 | 100% | \$ - |
| CO #01- Custom Equipment Curbs for Relocated HVAC Units at GE Building | | \$ 4,850 | \$ 4,850 | \$ 4,850 | \$ (4,850) | 1901-1550-5000-S | \$ 4,850 | \$ 4,850 | 100% | \$ - | 0% | \$ 4,850 | 100% | \$ - |
| CO #01- New Water Line to reconnect water service to Core Restrooms and GE Building | | \$ 13,567 | \$ 13,567 | \$ 13,567 | \$ (13,567) | 1901-1550-5000-S | \$ 13,567 | \$ 13,567 | 100% | \$ - | 0% | \$ 13,567 | 100% | \$ - |
| CO #01- Additional Water Chlorination at Core Restrooms and GE building | | \$ 1,050 | \$ 1,050 | \$ 1,050 | \$ - | 1901-1550-5000-S | \$ 1,050 | \$ 1,050 | 100% | \$ - | 0% | \$ 1,050 | 100% | \$ - |
| CO #01- Repairs to one (1) of the existing relocated Air Handling Units at GE Building to put it back in service / make it fully functional | | \$ 1,910 | \$ 1,910 | \$ 1,910 | \$ (1,910) | 1901-1550-5000-S | \$ 1,910 | \$ 1,910 | 100% | \$ - | 0% | \$ 1,910 | 100% | \$ - |
| GE / Restroom Building- Emergency plumbing repairs to existing fixtures and drain lines required to put buildings back in service (Goodwin) | | \$ 4,487 | \$ 4,487 | \$ 4,487 | \$ (4,487) | | \$ 4,487 | \$ 4,487 | 100% | \$ - | 0% | \$ 4,487 | 100% | \$ 224 |
| Mechanical / Plumbing - Site Demolition Budget Funds | | \$ 50,851 | \$ 50,851 | \$ 50,851 | \$ - | | \$ 50,851 | \$ - | 0% | \$ - | 0% | \$ - | 0% | \$ - |
| Mechanical / Plumbing - Site Demolition Budget Funds | | \$ (50,851) | \$ 50,851 | \$ 50,851 | \$ - | | \$ (50,851) | \$ - | 0% | \$ - | 0% | \$ - | 0% | \$ - |
| Electrical Site Demolition (Nemmer Electric) | | | | | | | | | | | | | | |
| CO #01- Electrical Re-Fed of Two Existing Panels in Core Restroom Building (previously fed from CA Building that was demo'd) | | \$ 15,345 | \$ 15,345 | \$ 15,345 | \$ - | 1901-1010-5000-S | \$ 15,345 | \$ 15,345 | 100% | \$ - | 0% | \$ 15,345 | 100% | \$ - |
| CO #01- Project Site Temporary Power Revisions | | \$ 28,645 | \$ 28,645 | \$ 28,645 | \$ (28,645) | 1901-1010-5000-S | \$ 28,645 | \$ 28,645 | 100% | \$ - | 0% | \$ 28,645 | 100% | \$ - |
| CO #01- Project Site Empty 4" conduit for Future Site South Electrical Re-Fed / By-Pass Work (done in conjunction with temp. power revisions) | | \$ 36,786 | \$ 36,786 | \$ 36,786 | \$ (36,786) | 1901-1010-5000-S | \$ 36,786 | \$ 36,786 | 100% | \$ - | 0% | \$ 36,786 | 100% | \$ - |
| CO #01- Project Site- Empty 4" conduit for Future Site South Electrical Re-Fed / By-Pass Work (done in conjunction with temp. power revisions) | | \$ 37,085 | \$ 37,085 | \$ 37,085 | \$ - | 1901-1010-5000-S | \$ 37,085 | \$ 37,085 | 100% | \$ - | 0% | \$ 37,085 | 100% | \$ - |
| CO #01- Project Site- Site South Electrical Re-Fed / By-Pass Work per Drawing | | \$ 124,399 | \$ 124,399 | \$ 124,399 | \$ (124,399) | 1901-1010-5000-S | \$ 124,399 | \$ 124,399 | 100% | \$ - | 0% | \$ 124,399 | 100% | \$ - |
| Electrical - Site Demolition Budget Funds | | \$ 57,905 | \$ 57,905 | \$ 57,905 | \$ - | | \$ 57,905 | \$ - | 0% | \$ - | 0% | \$ - | 0% | \$ - |
| Electrical - Site Demolition Budget Funds | | \$ (57,905) | \$ 57,905 | \$ 57,905 | \$ - | | \$ (57,905) | \$ - | 0% | \$ - | 0% | \$ - | 0% | \$ - |
| Remaining IGMP Bid Pkg. No. 01 Budget Funds | | | | | | | | | | | | | | |
| Remaining IGMP Bid Pkg. No. 01 Budget Funds | | \$ - | \$ - | \$ - | \$ - | | \$ - | \$ - | 0% | \$ - | 0% | \$ - | 0% | \$ - |
| Project Insurances- Builders Risk and Liability Insurances (JWEGC) | | | | | | | | | | | | | | |
| AGC Member Fees (JWEGC) | | \$ 7,400 | \$ 7,400 | \$ 7,400 | \$ - | | \$ 7,400 | \$ 7,400 | 100% | \$ - | 0% | \$ 7,400 | 100% | \$ 370 |
| Performance and Payment Bonds Premiums | | \$ 2,000 | \$ 2,000 | \$ 2,000 | \$ - | | \$ 2,000 | \$ 2,000 | 100% | \$ - | 0% | \$ 2,000 | 100% | \$ 100 |
| | | \$ 13,658 | \$ 13,658 | \$ 13,658 | \$ - | | \$ 13,658 | \$ 12,948 | 95% | \$ - | 0% | \$ 12,948 | 95% | \$ 647 |
| Return to Owner- UNUSED Budgt Funds from IGMP No. 01 | | \$ (119,000) | \$ (119,000) | \$ (119,000) | \$ - | | \$ (119,000) | \$ - | 0% | \$ - | 0% | \$ - | 0% | \$ - |
| Phase 2 Area A- Expo Center- Bid Pkg. No. 02 (IGMP) Work- Earthwork and Utilities (1902): | | | | | | | | | | | | | | |
| General Requirements: | | | | | | | | | | | | | | |
| Professional / Licensed Survey | | \$ 45,000 | \$ 45,000 | \$ 45,000 | \$ - | | \$ 45,000 | \$ - | 0% | \$ - | 0% | \$ - | 0% | \$ - |
| Job Cleanup | | \$ 39,824 | \$ 39,824 | \$ 39,824 | \$ - | | \$ 39,824 | \$ 372 | 1% | \$ - | 0% | \$ 372 | 1% | \$ 19 |
| Dumpster Rental | | \$ 14,000 | \$ 14,000 | \$ 14,000 | \$ - | | \$ 14,000 | \$ 653 | 5% | \$ - | 0% | \$ 653 | 5% | \$ 33 |

McLennan County / Heart of Texas Fairgrounds Area Venue Project Schedule of Values - Contractor's Estimate Continuation Sheet (8 1/2" x 11" Sheet ONLY)

| Project No.: | | Project Address: 4801 Bosque Blvd. Waco, Texas 76710 | | | | | | | | | | | | | |
|---|---|--|---|-------------------------------------|----------------------------|--|---|--------------|---|-----------|---------------------|--------------|---------------|-----------|--------|
| Project Name: McLennan County / Heart of Texas Fairgrounds Area Venue Project | | Application For Payment Number: 17 | | | | | | | | | | | | | |
| Construction Manager Name: John W. Erwin General Contractor, Inc. | | Application Period: From 26-May-20 To 25-Jun-20 | | | | | | | | | | | | | |
| Spec Section / Bid Package | Description of Work / Subcontractor / Supplier / Vendor / Specification Section | Initial Proposed Line Item Values | Additional Services / GMP Change Order Values | Actual Subcontract Amount at Buyout | Delta (Proposed to Actual) | Subcontract Purchase Order or Vendor No. | Detailed Breakdown of Contract Line Items | | Total Amount Previously Requested & Percent | | Current Application | | Retenage (5%) | | |
| | | | | | | | D' | L' | H / G | L - H | J / G | H + J | | L / G | L x 5% |
| | | | | | | | | | | | | | | | |
| Column Equations | | | | | | | | | | | | | | | |
| | Chemical Toilets | | \$ 12,468 | \$ 12,468 | \$ - | | \$ 12,468 | \$ 578 | 5% | \$ - | 0% | \$ 578 | 5% | \$ 29 | |
| | Fire Extinguishers | | \$ 2,000 | \$ 2,000 | \$ - | | \$ 2,000 | | 0% | \$ - | 0% | \$ - | 0% | \$ - | |
| | First Aid / Safety Supplies | | \$ 3,250 | \$ 3,250 | \$ - | | \$ 3,250 | | 0% | \$ - | 0% | \$ - | 0% | \$ - | |
| | Drinking Water, Ice, Cups | | \$ 2,600 | \$ 2,600 | \$ - | | \$ 2,600 | | 0% | \$ - | 0% | \$ - | 0% | \$ - | |
| | Small Tools and Equipment | | \$ 40,259 | \$ 40,259 | \$ - | | \$ 40,259 | | 0% | \$ - | 0% | \$ - | 0% | \$ - | |
| | Fuel & Oil | | \$ 4,500 | \$ 4,500 | \$ - | | \$ 4,500 | | 0% | \$ - | 0% | \$ - | 0% | \$ - | |
| | Temporary Project Fencing | | \$ 5,250 | \$ 5,250 | \$ - | | \$ 5,250 | \$ 2,541 | 48% | \$ - | 0% | \$ 2,541 | 48% | \$ 127 | |
| | Temporary Project Signage / Safety Signage | | \$ 3,000 | \$ 3,000 | \$ - | | \$ 3,000 | \$ 2,161 | 72% | \$ - | 0% | \$ 2,161 | 72% | \$ 108 | |
| | Storage Trailers | | \$ 2,500 | \$ 2,500 | \$ - | | \$ 2,500 | | 0% | \$ - | 0% | \$ - | 0% | \$ - | |
| | Construction / Other Project Costs: | | | | | | | | | | | | | | |
| | Building Permit Fees (City of Waco) | | \$ 750 | \$ 750 | \$ - | | \$ 750 | | 0% | \$ - | 0% | \$ - | 0% | \$ - | |
| | SWPPP / Inspections / Maintenance | | \$ 5,300 | \$ 5,300 | \$ - | | \$ 5,300 | | 0% | \$ - | 0% | \$ - | 0% | \$ - | |
| | Earthwork / Grading / Site Grading and Utilities (Barnett Contracting) | | \$ 1,960,921 | \$ 1,960,921 | \$ - | 1002-0200-5000-S | \$ 1,960,921 | \$ 1,950,221 | 99% | \$ 10,700 | 1% | \$ 1,960,921 | 100% | \$ 98,046 | |
| | CO #02- Crushed Limestone for Structural Steel Erection Crane Access on West side of Expo Center | | \$ 6,360 | \$ 6,360 | \$ (6,360) | | \$ 6,360 | \$ 6,360 | 100% | \$ - | 0% | \$ 6,360 | 100% | \$ 318 | |
| | Earthwork / Grading / Site Grading and Utilities- Budget Funds | | \$ 144,979 | \$ 144,979 | \$ - | 1002-0200-5000-S | \$ 144,979 | | 0% | \$ - | 0% | \$ - | 0% | \$ - | |
| | Earthwork / Grading / Site Grading and Utilities- Budget Funds for Owner Field Order No. 001 for 2019 HOT Fair and Rodeo | | \$ (41,020) | \$ 41,020 | \$ - | | \$ (41,020) | | 0% | \$ - | 0% | \$ - | 0% | \$ - | |
| | Earthwork / Grading / Site Grading and Utilities- Budget Funds for Core Restroom Improvements / Repairs for 2019 HOT Fair and Rodeo | | \$ (28,800) | \$ 28,800 | \$ - | | \$ (28,800) | | 0% | \$ - | 0% | \$ - | 0% | \$ - | |
| | CO #02- Crushed Limestone for Structural Steel Erection Crane Access on West side of Expo Center | | \$ (6,360) | \$ 6,360 | \$ - | | \$ (6,360) | | 0% | \$ - | 0% | \$ - | 0% | \$ - | |
| | CO #02- Additional Parking Lot Demo at CMAR's temporary subcontractor parking area | | \$ (18,000) | \$ 18,000 | \$ - | | \$ (18,000) | | 0% | \$ - | 0% | \$ - | 0% | \$ - | |
| | CO #03- Demo and Haul Off Existing Tree near existing Drop Off | | \$ (1,200) | \$ 1,200 | \$ - | | \$ (1,200) | | 0% | \$ - | 0% | \$ - | 0% | \$ - | |
| | OWNER FIELD ORDER No. 001: | | | | | | | | | | | | | | |
| | Site Improvements for 2019 HOT Fair and Rodeo- Additional Site Grading / Gravel / Crushed Stone Work by Subcontractor= Barnett Contracting CO #01 | | \$ 37,620 | \$ (37,620) | \$ - | 1002-0200-5000-S | \$ 37,620 | \$ 37,620 | 100% | \$ - | 0% | \$ 37,620 | 100% | \$ 1,881 | |
| | Site Improvements for 2019 HOT Fair and Rodeo- Additional Site Fencing Work by Subcontractor= Pirnacle Fencing | | \$ 3,400 | \$ (3,400) | \$ - | | \$ 3,400 | \$ 2,600 | 76% | \$ - | 0% | \$ 2,600 | 76% | \$ 130 | |
| | Core Restroom Improvements / Repairs and other Misc. Work for 2019 HOT Fair and Rodeo: | | | | | | | | | | | | | | |
| | Masonry Wall Infill Work- Brazos Masonry | | \$ 3,000 | \$ (3,000) | \$ - | | \$ 3,000 | \$ 3,000 | 100% | \$ - | 0% | \$ 3,000 | 100% | \$ 150 | |
| | Roofing and Exterior Envelope Repairs- Honey's Roofing | | \$ 3,488 | \$ (3,488) | \$ - | | \$ 3,488 | \$ 3,488 | 100% | \$ - | 0% | \$ 3,488 | 100% | \$ 174 | |
| | Electrical Lighting Repairs / Replacements- Nemmer Electric | | \$ 2,973 | \$ (2,973) | \$ - | | \$ 2,973 | \$ 2,973 | 100% | \$ - | 0% | \$ 2,973 | 100% | \$ 149 | |
| | Replace Ceilings Throughout, New Drywall Partition- A&H Drywall | | \$ 9,680 | \$ (9,680) | \$ - | | \$ 9,680 | \$ 9,680 | 100% | \$ - | 0% | \$ 9,680 | 100% | \$ 484 | |
| | Tree Removals at North Side of Site | | \$ 2,500 | \$ (2,500) | \$ - | | \$ 2,500 | \$ 2,500 | 100% | \$ - | 0% | \$ 2,500 | 100% | \$ 125 | |
| | Replace all 4 exhaust fans at Core Restroom Building- Goodwin Plumbing | | \$ 3,709 | \$ (3,709) | \$ - | | \$ 3,709 | \$ 3,709 | 100% | \$ - | 0% | \$ 3,709 | 100% | \$ 185 | |
| | Paint Core Restrooms Interior- Grant Goss | | \$ 1,450 | \$ (1,450) | \$ - | | \$ 1,450 | \$ 1,450 | 100% | \$ - | 0% | \$ 1,450 | 100% | \$ 73 | |
| | Project Insurances- Builders Risk and Liability Insurances (JWEGC) | | \$ 21,768 | \$ 21,768 | \$ - | | \$ 21,768 | \$ 21,768 | 100% | \$ - | 0% | \$ 21,768 | 100% | \$ 1,088 | |
| | AGC Member Fees (JWEGC) | | \$ 5,952 | \$ 5,952 | \$ - | | \$ 5,952 | \$ 5,952 | 100% | \$ - | 0% | \$ 5,952 | 100% | \$ 298 | |
| | Performance and Payment Bonds Premiums | | \$ 32,008 | \$ 32,008 | \$ - | | \$ 32,008 | \$ 30,172 | 94% | \$ - | 0% | \$ 30,172 | 94% | \$ 1,509 | |
| | Phase 2 Area A- Expo Center- Bid Pkg. No. 03 (IGMP) Work- Foundations and Structural Steel (1903): | | | | | | | | | | | | | | |
| | General Requirements: | | | | | | | | | | | | | | |
| | Professional / Licensed Survey | | \$ 45,000 | \$ 45,000 | \$ - | | \$ 45,000 | \$ 14,855 | 33% | \$ - | 0% | \$ 14,855 | 33% | \$ 743 | |
| | Job Cleanup | | \$ 33,234 | \$ 33,234 | \$ - | | \$ 33,234 | | 0% | \$ - | 0% | \$ - | 0% | \$ - | |
| | Perimeter Protection | | \$ 42,497 | \$ 42,497 | \$ - | | \$ 42,497 | | 0% | \$ - | 0% | \$ - | 0% | \$ - | |
| | Temp. Heating (Building) | | \$ 4,839 | \$ 4,839 | \$ - | | \$ 4,839 | | 0% | \$ - | 0% | \$ - | 0% | \$ - | |
| | Dumpster Rental | | \$ 25,608 | \$ 25,608 | \$ - | | \$ 25,608 | \$ 1,080 | 4% | \$ - | 0% | \$ 1,080 | 4% | \$ 54 | |
| | Chemical Toilets | | \$ 8,730 | \$ 8,730 | \$ - | | \$ 8,730 | \$ 2,537 | 29% | \$ - | 0% | \$ 2,537 | 29% | \$ 127 | |
| | Fire Extinguishers | | \$ 806 | \$ 806 | \$ - | | \$ 806 | | 0% | \$ - | 0% | \$ - | 0% | \$ - | |
| | First Aid / Safety Supplies | | \$ 3,495 | \$ 3,495 | \$ - | | \$ 3,495 | | 0% | \$ - | 0% | \$ - | 0% | \$ - | |
| | Drinking Water, Ice, Cups | | \$ 3,492 | \$ 3,492 | \$ - | | \$ 3,492 | | 0% | \$ - | 0% | \$ - | 0% | \$ - | |
| | Small Tools and Equipment | | \$ 21,691 | \$ 21,691 | \$ - | | \$ 21,691 | | 0% | \$ - | 0% | \$ - | 0% | \$ - | |
| | Fuel & Oil | | \$ 4,839 | \$ 4,839 | \$ - | | \$ 4,839 | | 0% | \$ - | 0% | \$ - | 0% | \$ - | |
| | Temporary Project Fencing | | \$ 9,409 | \$ 9,409 | \$ - | | \$ 9,409 | \$ 9,409 | 100% | \$ - | 0% | \$ 9,409 | 100% | \$ 470 | |
| | Temporary Project Signage / Safety Signage | | \$ 3,531 | \$ 3,531 | \$ - | | \$ 3,531 | | 0% | \$ - | 0% | \$ - | 0% | \$ - | |
| | Storage Trailers | | \$ 2,688 | \$ 2,688 | \$ - | | \$ 2,688 | | 0% | \$ - | 0% | \$ - | 0% | \$ - | |
| | Construction / Other Project Costs: | | | | | | | | | | | | | | |
| | Building Permit Fees (City of Waco) | | \$ 5,908 | \$ 5,908 | \$ - | | \$ 5,908 | | 0% | \$ - | 0% | \$ - | 0% | \$ - | |
| | SWPPP / Inspections / Maintenance | | \$ 5,500 | \$ 5,500 | \$ - | | \$ 5,500 | | 0% | \$ - | 0% | \$ - | 0% | \$ - | |
| | Concrete Foundations- Drilled Piers (JP Lowry) | | \$ 277,875 | \$ 277,875 | \$ - | 1003-0300-5000-S | \$ 277,875 | \$ 277,875 | 100% | \$ - | 0% | \$ 277,875 | 100% | \$ 13,894 | |
| | Concrete Foundations- Pier Caps, Grade Beams, and Foundation Walls (JP Lowry) | | \$ 718,700 | \$ 718,700 | \$ - | 1003-0300-5000-S | \$ 718,700 | \$ 718,700 | 100% | \$ - | 0% | \$ 718,700 | 100% | \$ 35,935 | |
| | CO #01- Concrete Foundations for Temp. Bracing to support Steel Erection | | \$ 9,750 | \$ (9,750) | \$ - | 1003-0300-5000-S | \$ 9,750 | \$ 9,750 | 100% | \$ - | 0% | \$ 9,750 | 100% | \$ 488 | |
| | Concrete Foundations- Budget Funds | | \$ 24,914 | \$ 24,914 | \$ - | | \$ 24,914 | | 0% | \$ - | 0% | \$ - | 0% | \$ - | |
| | Structural Steel (Patriot Erectors) | | \$ 3,963,291 | \$ 3,963,291 | \$ - | 1003-0510-5000-S | \$ 3,963,291 | \$ 3,963,291 | 100% | \$ - | 0% | \$ 3,963,291 | 100% | \$ 60,602 | |
| | CO #01- Revised Steel Mockup and add Structural Calculators | | \$ 34,000 | \$ (34,000) | \$ - | 1003-0510-5000-S | \$ 34,000 | \$ 34,000 | 100% | \$ - | 0% | \$ 34,000 | 100% | \$ 850 | |
| | CO #03- Primer Revisions to support SW High Performance Paint System | | \$ 165,344 | \$ (165,344) | \$ - | 1003-0510-5000-S | \$ 165,344 | \$ 165,344 | 100% | \$ - | 0% | \$ 165,344 | 100% | \$ 4,134 | |
| | Structural Steel- Budget Funds | | \$ 391,861 | \$ 391,861 | \$ - | | \$ 391,861 | | 0% | \$ - | 0% | \$ - | 0% | \$ - | |
| | CO #01- To JP Lowry re: Concrete Foundations for Temp. Bracing to support Steel Erection | | \$ (9,750) | \$ 9,750 | \$ - | | \$ (9,750) | | 0% | \$ - | 0% | \$ - | 0% | \$ - | |
| | CO #01 and CO#03 to Patriot | | \$ (199,344) | \$ 199,344 | \$ - | | \$ (199,344) | | 0% | \$ - | 0% | \$ - | 0% | \$ - | |
| | Painting- CO #02 to Grant Goss- Addl Primer Prep at Long Span Joists in Expo Hall | | \$ (12,616) | \$ 12,616 | \$ - | | \$ (12,616) | | 0% | \$ - | 0% | \$ - | 0% | \$ - | |
| | Site Electrical- North Site Electrical Services Extension for Fair (Nemmer Electric CO #002) | | \$ 188,664 | \$ 188,664 | \$ - | 1001-1010-5000-S | \$ 188,664 | \$ 188,664 | 100% | \$ - | 0% | \$ 188,664 | 100% | \$ - | |
| | Site Electrical- Budget Funds | | \$ 9,433 | \$ 9,433 | \$ - | | \$ 9,433 | | 0% | \$ - | 0% | \$ - | 0% | \$ - | |

McLennan County / Heart of Texas Fairgrounds Area Venue Project Schedule of Values - Contractor's Estimate Continuation Sheet (8 1/2" x 11" Sheet ONLY)

| Project No.: | | Project Address: 4601 Bosque Blvd. Waco, Texas 76710 | | | | | | Application For Payment Number: 17 | | | | | | | | | | | | | |
|---|---|---|--|---|-------|-------------------------------------|----|------------------------------------|-------|--|-------|---|--------|---|--|---------------------|--|--|--|----------------|--|
| Project Name: McLennan County / Heart of Texas Fairgrounds Area Venue Project | | Application Period: From | | | | | | 26-May-20 | | To | | 25-Jun-20 | | | | | | | | | |
| Construction Manager Name: John W. Erwin General Contractor, Inc. | | Initial Proposed Line Item Values | | Additional Services / GMP Change Order Values | | Actual Subcontract Amount at Buyout | | Delta (Proposed to Actual) | | Subcontract Purchase Order or Vendor No. | | Detailed Breakdown of Contract Line Items | | Total Amount Previously Requested & Percent | | Current Application | | Total Amount Completed To Date & Percent | | Retainage (5%) | |
| Spec Section / Bid Package | Description of Work / Subcontractor / Supplier / Vendor / Specification Section | Column Equations | | C' | C - D | D' | L' | H / G | L - H | J / G | H + J | L / G | L x 5% | | | | | | | | |
| | | <p>Phase 2 Area A - Expo Center- Bid Pkg. No. 04 (GMP) Work- Building Work (1904):</p> <p>General Requirements:</p> <p>Professional / Licensed Survey \$ 45,000 \$ 45,000 \$ - \$ - \$ 45,000 \$ - 0% \$ - 0% \$ - 0% \$ -</p> <p>Job Cleanup / General Labor \$ 101,056 \$ 101,056 \$ - \$ - \$ 101,056 \$ 2,008 2% \$ 2,402 2% \$ 4,410 4% \$ 220</p> <p>Final Clean- Building & Site \$ 67,035 \$ 67,035 \$ - \$ - \$ 67,035 \$ - 0% \$ - 0% \$ - 0% \$ -</p> <p>Perimeter Protection \$ 31,586 \$ 31,586 \$ - \$ - \$ 31,586 \$ 523 2% \$ - 0% \$ 523 2% \$ 26</p> <p>Temp. Heating (Building) \$ 9,743 \$ 9,743 \$ - \$ - \$ 9,743 \$ - 0% \$ - 0% \$ - 0% \$ -</p> <p>Temp Weather Protection \$ 16,238 \$ 16,238 \$ - \$ - \$ 16,238 \$ - 0% \$ - 0% \$ - 0% \$ -</p> <p>Dumpster Rental \$ 67,496 \$ 67,496 \$ - \$ - \$ 67,496 \$ 3,780 6% \$ 1,029 2% \$ 4,814 7% \$ 241</p> <p>Chemical Toilets \$ 46,905 \$ 46,905 \$ - \$ - \$ 46,905 \$ 2,645 6% \$ 812 2% \$ 3,457 7% \$ 173</p> <p>Fire Extinguishers \$ 1,298 \$ 1,298 \$ - \$ - \$ 1,298 \$ - 0% \$ - 0% \$ - 0% \$ -</p> <p>First Aid / Safety Supplies \$ 5,629 \$ 5,629 \$ - \$ - \$ 5,629 \$ 735 13% \$ - 0% \$ 735 13% \$ 37</p> <p>Drinking Water, Ice, Cups \$ 9,381 \$ 9,381 \$ - \$ - \$ 9,381 \$ - 0% \$ - 0% \$ - 0% \$ -</p> <p>Small Tools and Equipment \$ 23,815 \$ 23,815 \$ - \$ - \$ 23,815 \$ 2,189 9% \$ - 0% \$ 2,189 9% \$ 109</p> <p>Fuel & Oil \$ 3,897 \$ 3,897 \$ - \$ - \$ 3,897 \$ - 0% \$ - 0% \$ - 0% \$ -</p> <p>Temporary Project Fencing \$ 8,750 \$ 8,750 \$ - \$ - \$ 8,750 \$ 7,206 82% \$ - 0% \$ 7,206 82% \$ 360</p> <p>Temporary Project Signage / Safety Signage \$ 10,722 \$ 10,722 \$ - \$ - \$ 10,722 \$ - 0% \$ - 0% \$ - 0% \$ -</p> <p>Storage Trailers \$ 2,705 \$ 2,705 \$ - \$ - \$ 2,705 \$ - 0% \$ - 0% \$ - 0% \$ -</p> <p>Construction / Other Project Costs:</p> <p>Building Permit Fees (City of Waco) \$ 17,557 \$ 17,557 \$ - \$ - \$ 17,557 \$ 16,010 91% \$ - 0% \$ 16,010 91% \$ 801</p> <p>SWPPP / Inspections / Maintenance \$ 20,000 \$ 20,000 \$ - \$ - \$ 20,000 \$ - 0% \$ - 0% \$ - 0% \$ -</p> <p>Building Concrete Work- Budget Funds</p> <p>Use Budget Funds to fund Texas Bomanite Base Subcontract \$ 284,079 \$ 284,079 \$ - \$ - \$ 284,079 \$ - 0% \$ - 0% \$ - 0% \$ -</p> <p>Concrete- Floor Protection- Budget Funds \$ 20,000 \$ 20,000 \$ - \$ - \$ 20,000 \$ - 0% \$ - 0% \$ - 0% \$ -</p> <p>Concrete- Sawcutting- Budget Funds \$ 33,706 \$ 33,706 \$ - \$ - \$ 33,706 \$ - 0% \$ - 0% \$ - 0% \$ -</p> <p>Concrete Building Slabs Sub (JP Lowry) \$ 974,775 \$ 974,775 \$ - \$ - \$ 974,775 \$ 941,625 97% \$ 25,000 3% \$ 966,625 99% \$ 48,331</p> <p>CO #02 to JP Lowry- Site ornamental fence concrete foundations and drill & FRP all site light pole concrete foundations \$ 42,100 \$ (42,100) \$ - \$ - \$ 42,100 \$ - 0% \$ - 0% \$ - 0% \$ -</p> <p>Polished Concrete Floors Sub (Texas Bomanite) \$ 44,803 \$ (8,198) \$ 8,198 \$ (8,198) \$ 44,803 \$ 13,930 31% \$ 13,930 31% \$ 697</p> <p>Masonry- Budget Funds \$ 40,000 \$ 40,000 \$ - \$ - \$ 40,000 \$ - 0% \$ - 0% \$ - 0% \$ -</p> <p>Masonry Sub (Brazos Masonry) \$ 1,365,444 \$ 1,365,444 \$ - \$ - \$ 1,365,444 \$ 578,038 42% \$ 278,161 20% \$ 856,199 63% \$ 42,810</p> <p>Miscellaneous- Budget Funds \$ 253,000 \$ 253,000 \$ - \$ - \$ 253,000 \$ - 0% \$ - 0% \$ - 0% \$ -</p> <p>Misc Steel- CO #04 to Patriot for Addl install work excluded from bid and addl length of loading dock rails \$ (31,042) \$ (31,042) \$ 31,042 \$ (31,042) \$ - 0% \$ - 0% \$ - 0% \$ -</p> <p>Use Budget Funds for NEI CO #02 balance and Owner Alternates #8 and #10 (RI) and conduit work only \$ (71,587) \$ 71,587 \$ (71,587) \$ - 0% \$ - 0% \$ - 0% \$ -</p> <p>Use Budget Funds for Bowen CO #03 \$ (11,043) \$ (11,043) \$ 11,043 \$ (11,043) \$ - 0% \$ - 0% \$ - 0% \$ -</p> <p>Misc Steel- Alternate #9- CO #03 to Patriot \$ 30,100 \$ 30,100 \$ - \$ - \$ 30,100 \$ 30,100 100% \$ - 0% \$ 30,100 100% \$ 1,505</p> <p>Miscellaneous Steel Sub (Patriot Erectors)- CO #02 to Patriot \$ 218,800 \$ 218,800 \$ - \$ - \$ 218,800 \$ 153,160 70% \$ 10,940 5% \$ 164,100 75% \$ 8,205</p> <p>Misc Steel- CO #04 to Patriot for Addl install work excluded from bid and addl length of loading dock rails \$ 31,042 \$ (31,042) \$ 31,042 \$ (31,042) \$ 31,042 \$ 26,049 84% \$ 3,994 13% \$ 30,043 97% \$ 1,502</p> <p>Misc Steel- CO #05 to Patriot for Addl install work / deck repairs at Roof Davit supports (2 locations) \$ 3,100 \$ (3,100) \$ 3,100 \$ (3,100) \$ 3,100 \$ 3,100 100% \$ 3,100 100% \$ 155</p> <p>Fail Protection Equipment- Budget Funds \$ 50,000 \$ 50,000 \$ - \$ - \$ 50,000 \$ - 0% \$ - 0% \$ - 0% \$ -</p> <p>Use Budget Funds to fund Roof Davits (ICBS) Base Subcontract \$ (22,995) \$ 22,995 \$ (22,995) \$ - 0% \$ - 0% \$ - 0% \$ -</p> <p>Use Budget funds for CO #05 to Patriot for Addl install work / deck repairs at Roof Davit supports (2 locations) \$ (3,100) \$ 3,100 \$ (3,100) \$ - 0% \$ - 0% \$ - 0% \$ -</p> <p>Roof Davits (Innovative Commercial Building Solutions- ICBS) \$ 22,995 \$ (22,995) \$ 22,995 \$ (22,995) \$ 22,995 \$ - 0% \$ - 0% \$ - 0% \$ -</p> <p>Rough Carpentry- Budget Funds \$ 25,000 \$ 25,000 \$ - \$ - \$ 25,000 \$ - 0% \$ - 0% \$ - 0% \$ -</p> <p>Int. Arch. Woodwork (Treuttschold) \$ 32,984 \$ 32,984 \$ - \$ - \$ 32,984 \$ - 0% \$ - 0% \$ - 0% \$ -</p> <p>Countertops- Budget Funds \$ 25,152 \$ 25,152 \$ - \$ - \$ 25,152 \$ - 0% \$ - 0% \$ - 0% \$ -</p> <p>Waterproofing Sub (Division 7) \$ 321,478 \$ 321,478 \$ - \$ - \$ 321,478 \$ 120,300 37% \$ 46,563 14% \$ 166,863 52% \$ 8,343</p> <p>Spray Applied Insulation Sub (Playless Insulation) \$ 246,170 \$ 246,170 \$ - \$ - \$ 246,170 \$ - 0% \$ - 0% \$ - 0% \$ -</p> <p>Firestopping- Budget Funds \$ 42,500 \$ 42,500 \$ - \$ - \$ 42,500 \$ - 0% \$ - 0% \$ - 0% \$ -</p> <p>Roofing- Budget Funds \$ 65,250 \$ 65,250 \$ - \$ - \$ 65,250 \$ - 0% \$ - 0% \$ - 0% \$ -</p> <p>Roofing and Metal Panels Sub (Clark Roofing) \$ 1,491,333 \$ 1,491,333 \$ - \$ - \$ 1,491,333 \$ 707,160 47% \$ 256,489 17% \$ 963,648 65% \$ 48,182</p> <p>Doors/Frames/Hardware Sub (Integrity One Solutions) \$ 267,913 \$ 267,913 \$ - \$ - \$ 267,913 \$ 19,345 7% \$ 120,441 45% \$ 139,786 52% \$ 6,989</p> <p>CO#01 to Integrity One- Misc. Door Size & Matl Type Changes and Add additional Fez and FE Cabinets per Submittal Review Comments \$ 2,797 \$ (2,797) \$ 2,797 \$ (2,797) \$ 2,797 \$ - 0% \$ - 0% \$ - 0% \$ -</p> <p>Overhead Doors Sub (OH Door of Waco) \$ 124,150 \$ 124,150 \$ - \$ - \$ 124,150 \$ 68,000 55% \$ 68,000 55% \$ 68,000 55% \$ 3,400</p> <p>Aluminum, Glass, and Glazing Sub (Bell County Glass) \$ 1,069,400 \$ 1,069,400 \$ - \$ - \$ 1,069,400 \$ 63,800 6% \$ - 0% \$ 63,800 6% \$ 3,190</p> <p>Aluminum- Custom Aluminum Sun Screens (QC Facades)- CO #01 to Bell County Glass \$ 565,818 \$ 565,818 \$ - \$ - \$ 565,818 \$ - 0% \$ - 0% \$ - 0% \$ -</p> <p>Fixed Custom Aluminum Sun Screens (QC Facades)- Shop Drawings Fee \$ 56,515 \$ 56,515 \$ - \$ - \$ 56,515 \$ 56,515 100% \$ - 0% \$ 56,515 100% \$ -</p> <p>Fixed Custom Aluminum Sun Screens (QC Facades)- Material / Fabrication Deposit \$ 98,000 \$ 98,000 \$ - \$ - \$ 98,000 \$ 98,000 100% \$ - 0% \$ 98,000 100% \$ 4,900</p> <p>Aluminum- Alternate #9- CO #01 to Bell County Glass \$ 90,046 \$ 90,046 \$ - \$ - \$ 90,046 \$ - 0% \$ - 0% \$ - 0% \$ -</p> <p>Drywall- Budget Funds \$ 62,400 \$ 62,400 \$ - \$ - \$ 62,400 \$ - 0% \$ - 0% \$ - 0% \$ -</p> <p>Cold Formed Metal Framing, Shelthing, Metal Studs and Drywall Sub (Drywall Inc.) \$ 1,668,600 \$ 1,668,600 \$ - \$ - \$ 1,668,600 \$ 530,084 32% \$ 74,638 4% \$ 604,722 36% \$ 30,236</p> <p>Drywall- Alternates #5, 6, 7- CO #01 to Drywall Inc. \$ 73,471 \$ 73,471 \$ - \$ - \$ 73,471 \$ 3,674 5% \$ - 0% \$ 3,674 5% \$ 184</p> <p>Carpet Sub (Center Carpet & Interiors) \$ 21,655 \$ 21,655 \$ - \$ - \$ 21,655 \$ - 0% \$ - 0% \$ - 0% \$ -</p> <p>Painting- Budget Funds \$ 35,000 \$ 35,000 \$ - \$ - \$ 35,000 \$ - 0% \$ - 0% \$ - 0% \$ -</p> <p>Painting Sub (Grant Goss) \$ 803,565 \$ 803,565 \$ - \$ - \$ 803,565 \$ 222,865 28% \$ 50,000 6% \$ 272,865 34% \$ 13,643</p> <p>Painting- Alternate #9- CO #01 to Grant Goss \$ 4,000 \$ 4,000 \$ - \$ - \$ 4,000 \$ 1,000 25% \$ - 0% \$ 1,000 25% \$ 50</p> <p>Painting- CO #02 to Grant Goss- Addl Primer Prep at Long Span Joists in Expo Hall \$ 12,616 \$ (12,616) \$ 12,616 \$ (12,616) \$ 12,616 \$ 12,616 100% \$ - 0% \$ 12,616 100% \$ 631</p> <p>Signage Sub (A-1 Banner & Sign) \$ 64,076 \$ 64,076 \$ - \$ - \$ 64,076 \$ - 0% \$ - 0% \$ - 0% \$ -</p> <p>Operable Partitions Sub (Modernfold) \$ 265,916 \$ 265,916 \$ - \$ - \$ 265,916 \$ - 0% \$ 154,550 58% \$ 154,550 58% \$ 7,728</p> | | | | | | | | | | | | | | | | | | | |

McLennan County / Heart of Texas Fairgrounds Area Venue Project Schedule of Values - Contractor's Estimate Continuation Sheet (8 1/2" x 11" Sheet ONLY)

| Project No: | | Project Address: 4801 Bosque Blvd. Waco, Texas 76710 | | | | | | | | | | | | | | | | | |
|---|---|--|---|-------------------------------------|----------------------------|--|---|---|--------------|--------------|------------------------------------|---------------|--------------|--|--------|----------------|--|--|--|
| Project Name: McLennan County / Heart of Texas Fairgrounds Area Venue Project | | Application For Payment Number: 17 | | | | | | | | | | | | | | | | | |
| Construction Manager Name: John W. Erwin General Contractor, Inc. | | Application Period: From 26-May-20 To 25-Jun-20 | | | | | | | | | | | | | | | | | |
| Spec Section / Bid Package | Description of Work / Subcontractor / Supplier / Vendor / Specification Section | Initial Proposed Line Item Values | Additional Services / GMP Change Order Values | Actual Subcontract Amount at Buyout | Delta (Proposed to Actual) | Subcontract Purchase Order or Vendor No. | Current Application | | | | | | | | | | | | |
| | | | | | | | Detailed Breakdown of Contract Line Items | Total Amount Previously Requested & Percent | | | Total Amount This Period & Percent | | | Total Amount Completed To Date & Percent | | Retainage (5%) | | | |
| | | | | | | | | D' | L' | H / G | L - H | J / G | H + J | L / G | L x 5% | | | | |
| Column Equations | | | | | | | | | | | C' | C - D | | | | | | | |
| | Operable Partitions- Alternates #5, 6, 7- CO #01 to Modernfold | | \$ 327,203 | \$ 327,203 | \$ - | 1004-1005-5000-S | \$ 327,203 | \$ - | 0% | \$ 184,052 | 56% | \$ 184,052 | 56% | \$ 9,203 | | | | | |
| | Operable Partitions- "Split Carpet Finish"- CO #02 to Modernfold | | | \$ 38,083 | \$ (38,083) | 1004-1005-5000-S | \$ 38,083 | \$ - | 0% | \$ - | 0% | \$ - | 0% | \$ - | | | | | |
| | Alternates #5, 6, 7, and 9- Budget Funds | | \$ 45,972 | \$ 45,972 | \$ - | | \$ 45,972 | \$ - | 0% | \$ - | 0% | \$ - | 0% | \$ - | | | | | |
| | Operable Partitions- "Split Carpet Finish"- CO #02 to Modernfold | | | \$ (38,083) | \$ (38,083) | | \$ (38,083) | \$ - | 0% | \$ - | 0% | \$ - | 0% | \$ - | | | | | |
| | Knox Boxes- Budget Funds | | \$ 3,000 | \$ 3,000 | \$ - | | \$ 3,000 | \$ - | 0% | \$ - | 0% | \$ - | 0% | \$ - | | | | | |
| | Loading Dock Equipment- Budget Funds | | \$ 37,500 | \$ 37,500 | \$ - | | \$ 37,500 | \$ - | 0% | \$ - | 0% | \$ - | 0% | \$ - | | | | | |
| | Window Shades Sub (Centex Carpet & Interiors) | | \$ 3,371 | \$ 3,371 | \$ - | | \$ 3,371 | \$ - | 0% | \$ - | 0% | \$ - | 0% | \$ - | | | | | |
| | Fire Protection Sub (Action Fire Pros) | | \$ 179,125 | \$ 179,125 | \$ - | 1004-0908-5000-S | \$ 179,125 | \$ 110,760 | 62% | \$ 10,091 | 9% | \$ 120,851 | 71% | \$ 6,343 | | | | | |
| | Plumbing Sub (Goodwin Plumbing) | | \$ 1,132,485 | \$ 1,132,485 | \$ - | 1004-1540-5000-S | \$ 1,132,485 | \$ 388,779 | 34% | \$ 50,000 | 4% | \$ 438,779 | 39% | \$ 21,939 | | | | | |
| | CO #01 to Goodwin Plumbing- Main Gas Service Revisions per RFI #35 | | | \$ (27,150) | \$ 27,150 | 1004-1540-5000-S | \$ (27,150) | \$ (27,150) | 100% | \$ - | 0% | \$ (27,150) | 100% | \$ (1,358) | | | | | |
| | Mechanical Sub (Rabroher) | | \$ 1,745,103 | \$ 1,745,103 | \$ - | | \$ 1,745,103 | \$ 915,815 | 52% | \$ 112,670 | 6% | \$ 1,028,485 | 59% | \$ 51,424 | | | | | |
| | 3rd Party Commissioning- Budget Funds | | \$ 32,000 | \$ 32,000 | \$ - | | \$ 32,000 | \$ - | 0% | \$ - | 0% | \$ - | 0% | \$ - | | | | | |
| | Electrical Sub (Bowen Electric) | | \$ 2,280,873 | \$ 2,280,873 | \$ - | 1004-1010-5000-S | \$ 2,280,873 | \$ 1,123,233 | 49% | \$ 202,065 | 9% | \$ 1,325,898 | 58% | \$ 66,295 | | | | | |
| | Electrical- Alternate #9- Bowen CO #01 | | \$ 3,820 | \$ 3,820 | \$ - | 1004-1010-5000-S | \$ 3,820 | \$ - | 0% | \$ - | 0% | \$ - | 0% | \$ - | | | | | |
| | CO#02- ASI #1, Underground 4" PVC conduit in Expo Hall to interconnect certain "FB" boxes (4" bailout), empty conduit from IDF C004 to parking lot (IT / Security) | | \$ 20,387 | \$ 20,387 | \$ (20,387) | 1004-1010-5000-S | \$ 20,387 | \$ - | 0% | \$ - | 0% | \$ - | 0% | \$ - | | | | | |
| | CO#03- Changes to Electrical Panels in accordance with Electrical Coordination Study | | \$ 11,043 | \$ 11,043 | \$ (11,043) | 1004-1010-5000-S | \$ 11,043 | \$ - | 0% | \$ 11,043 | 100% | \$ 11,043 | 100% | \$ 552 | | | | | |
| | Special Systems- Budget Funds | | \$ 996,386 | \$ 996,386 | \$ - | | \$ 996,386 | \$ - | 0% | \$ - | 0% | \$ - | 0% | \$ - | | | | | |
| | Special Systems- Data / IT Services Entrance Conduit (underground)- 4-2" & 2-4"- 400 LF + 1-pull box (part of NEI Datacom base Subcontract) | | \$ (34,900) | \$ 34,900 | \$ (34,900) | | \$ (34,900) | \$ - | 0% | \$ - | 0% | \$ - | 0% | \$ - | | | | | |
| | CO #01 to NEI Datacom- Special Systems- DATA / IT MDF to IDF feeder conduit (underground)- 2-2" & 2-4" from MDF to 3 IDFs and 2-2" loops between IDFs | | \$ (45,500) | \$ 45,500 | \$ (45,500) | | \$ (45,500) | \$ - | 0% | \$ - | 0% | \$ - | 0% | \$ - | | | | | |
| | CO#02 to Bowen- ASI #1, Underground 4" PVC conduit in Expo Hall to interconnect certain "FB" boxes (4" bailout), empty conduit from IDF C004 to parking lot (IT / Security) | | \$ (20,387) | \$ 20,387 | \$ (20,387) | | \$ (20,387) | \$ - | 0% | \$ - | 0% | \$ - | 0% | \$ - | | | | | |
| | CO #02- Special Systems Work and Equipment- Data, Network, Wi-Fi, Central Sound System, AV, Digital Signage, Fire Alarm, & Access Control and Camera Rough-in | | \$ (895,599) | \$ 895,599 | \$ (895,599) | | \$ (895,599) | \$ - | 0% | \$ - | 0% | \$ - | 0% | \$ - | | | | | |
| | Special Systems Sub (NEI Datacom) | | \$ 8,950 | \$ 8,950 | \$ - | 1004-1074-5000-S | \$ 8,950 | \$ 8,639 | 97% | \$ - | 0% | \$ 8,639 | 97% | \$ 432 | | | | | |
| | Special Systems- Data / IT Services Entrance Conduit (underground)- 4-2" & 2-4"- 400 LF + 1-pull box (part of NEI Datacom base Subcontract) | | \$ 34,900 | \$ (34,900) | \$ (34,900) | 1004-1074-5000-S | \$ 34,900 | \$ 33,500 | 96% | \$ - | 0% | \$ 33,500 | 96% | \$ 1,975 | | | | | |
| | CO #01- Special Systems- DATA / IT MDF to IDF feeder conduit (underground)- 2-2" & 2-4" from MDF to 3 IDFs and 2-2" loops between IDFs | | \$ 45,500 | \$ (45,500) | \$ (45,500) | 1004-1074-5000-S | \$ 45,500 | \$ 45,500 | 100% | \$ - | 0% | \$ 45,500 | 100% | \$ 2,275 | | | | | |
| | CO #02- Special Systems Work and Equipment- Data, Network, Wi-Fi, Central Sound System, AV, Digital Signage, Fire Alarm, & Access Control and Camera Rough-in | | \$ 1,118,881 | \$ (1,118,881) | \$ (1,118,881) | 1004-1074-5000-S | \$ 1,118,881 | \$ - | 0% | \$ 20,000 | 2% | \$ 20,000 | 2% | \$ 1,000 | | | | | |
| | Fire Alarm- Budget Funds | | \$ 149,695 | \$ 149,695 | \$ - | | \$ 149,695 | \$ - | 0% | \$ - | 0% | \$ - | 0% | \$ - | | | | | |
| | CO #02- Special Systems Work and Equipment- Data, Network, Wi-Fi, Central Sound System, AV, Digital Signage, Fire Alarm, & Access Control and Camera Rough-in | | \$ (149,695) | \$ 149,695 | \$ (149,695) | | \$ (149,695) | \$ - | 0% | \$ - | 0% | \$ - | 0% | \$ - | | | | | |
| | Final Site Grading, Curb & Gutter, Site Paving, Site RE Walls, and Site Sidewalks Sub (Barnett Contracting)- CO #01 | | \$ 1,422,250 | \$ 1,422,250 | \$ - | 1002-0200-5000-S | \$ 1,422,250 | \$ 130,000 | 9% | \$ 82,600 | 6% | \$ 212,600 | 15% | \$ 10,630 | | | | | |
| | Site Fencing- Ornamental and Vinyl Coated Chain Link Fences and Gates (Barrier Fence Systems) | | \$ 117,083 | \$ 117,083 | \$ (117,083) | 1004-0280-5000-S | \$ 117,083 | \$ - | 0% | \$ - | 0% | \$ - | 0% | \$ - | | | | | |
| | Site Fencing- Budget Funds | | \$ 151,861 | \$ 151,861 | \$ - | | \$ 151,861 | \$ - | 0% | \$ - | 0% | \$ - | 0% | \$ - | | | | | |
| | CO #02 to JP Lowry- Site ornamental fence concrete foundations and FRP all site light pole concrete foundations | | \$ (42,100) | \$ 42,100 | \$ (42,100) | | \$ (42,100) | \$ - | 0% | \$ - | 0% | \$ - | 0% | \$ - | | | | | |
| | Barrier Fence Systems Subcontract for Site Fencing | | \$ (109,761) | \$ 109,761 | \$ (109,761) | | \$ (109,761) | \$ - | 0% | \$ - | 0% | \$ - | 0% | \$ - | | | | | |
| | Site work / Bid Package #4- Budget Funds | | \$ 10,000 | \$ 10,000 | \$ - | | \$ 10,000 | \$ - | 0% | \$ - | 0% | \$ - | 0% | \$ - | | | | | |
| | CO #01 to Goodwin Plumbing- Main Gas Service Revisions per RFI #35 | | \$ 27,150 | \$ (27,150) | \$ (27,150) | | \$ 27,150 | \$ - | 0% | \$ - | 0% | \$ - | 0% | \$ - | | | | | |
| | CO#01 to Integrity One- Misc. Door Size & Matl Type Changes and Add additional Fes and FE Cabinets per Submittal Review Comments | | \$ (2,797) | \$ 2,797 | \$ (2,797) | | \$ (2,797) | \$ - | 0% | \$ - | 0% | \$ - | 0% | \$ - | | | | | |
| | Barrier Fence Systems Subcontract for Site Fencing (balance of funds to fund initial Subcontract Value) | | \$ (7,322) | \$ 7,322 | \$ (7,322) | | \$ (7,322) | \$ - | 0% | \$ - | 0% | \$ - | 0% | \$ - | | | | | |
| | Budget funds for core restroom building improvements / relocation of CMAR office to accommodate site work for 2020 HOT Fair and Rodeo | | \$ (5,596) | \$ 5,596 | \$ (5,596) | | \$ (5,596) | \$ - | 0% | \$ - | 0% | \$ - | 0% | \$ - | | | | | |
| | Site Rough Cut Stone Walls- Budget Funds | | \$ 70,700 | \$ 70,700 | \$ - | | \$ 70,700 | \$ - | 0% | \$ - | 0% | \$ - | 0% | \$ - | | | | | |
| | Landscaping Sub (Fitzgeralds) | | \$ 249,275 | \$ 249,275 | \$ - | 1004-0280-5000-S | \$ 249,275 | \$ 12,910 | 5% | \$ - | 0% | \$ 12,910 | 5% | \$ 646 | | | | | |
| | Core restroom building improvements / relocation of CMAR temp. Offices to accommodate site work for 2020 HOT Fair and Rodeo | | \$ 5,596 | \$ (5,596) | \$ (5,596) | | \$ 5,596 | \$ - | 0% | \$ 5,596 | 100% | \$ 5,596 | 100% | \$ 280 | | | | | |
| | Value Management Proposed Items- Budget Funds: | | | | | | | | | | | | | | | | | | |
| | Division 4 Masonry- masonry anchors / ties / wire reinforcing accessories- use standard HDG finishes in lieu of stainless steel | | \$ (15,000) | \$ (15,000) | \$ - | | \$ (15,000) | \$ - | 0% | \$ - | 0% | \$ - | 0% | \$ - | | | | | |
| | Division 7 Thermal and Moisture Protection- TPO Roofing- reduce area / qty of heavy duty walk pads | | \$ (26,000) | \$ (26,000) | \$ - | | \$ (26,000) | \$ - | 0% | \$ - | 0% | \$ - | 0% | \$ - | | | | | |
| | Division 22 plumbing- use of cast iron piping above slab (waste, vent, and including roof drains) | | \$ (360,000) | \$ (360,000) | \$ - | | \$ (360,000) | \$ - | 0% | \$ - | 0% | \$ - | 0% | \$ - | | | | | |
| | Division 23 HVAC- Eliminate vibration isolation rails at RTUs- except at units serving classrooms and meeting rooms | | \$ (22,500) | \$ (22,500) | \$ - | | \$ (22,500) | \$ - | 0% | \$ - | 0% | \$ - | 0% | \$ - | | | | | |
| | Project Insurances- Builders Risk and Liability Insurances (JWEGC) | | \$ 164,354 | \$ 164,354 | \$ - | | \$ 164,354 | \$ 90,319 | 55% | \$ - | 0% | \$ 90,319 | 55% | \$ 4,516 | | | | | |
| | AGC Member Fees (JWEGC) | | \$ 43,050 | \$ 43,050 | \$ - | | \$ 43,050 | \$ 43,050 | 100% | \$ - | 0% | \$ 43,050 | 100% | \$ 2,153 | | | | | |
| | Performance and Payment Bonds Premiums | | \$ 172,764 | \$ 172,764 | \$ - | | \$ 172,764 | \$ 158,485 | 92% | \$ - | 0% | \$ 158,485 | 92% | \$ 7,924 | | | | | |
| | Cost of Work Subtotal | | \$ - | \$ 28,821,037 | \$ 28,821,037 | \$ - | \$ 28,821,037 | \$ 14,683,183 | 51% | \$ 1,805,465 | 6% | \$ 16,488,648 | 57% | \$ 669,773 | | | | | |
| | Construction Manager's General Conditions | | | | | | | | | | | | | | | | | | |
| | IGMP Bid Package #01- Demolition | | \$ - | \$ 373,026 | \$ 373,026 | \$ - | N/A | \$ 373,026 | \$ 373,026 | 100% | \$ - | 0% | \$ 373,026 | 100% | | | | | |
| | IGMP Bid Package #02- Earthwork and Utilities | | \$ - | \$ 316,708 | \$ 316,708 | \$ - | N/A | \$ 316,708 | \$ 312,973 | 99% | \$ 3,735 | 1% | \$ 316,708 | 100% | | | | | |
| | IGMP Bid Package #03- Foundations and Structural Steel | | \$ - | \$ 388,335 | \$ 388,335 | \$ - | N/A | \$ 388,335 | \$ 388,335 | 100% | \$ - | 0% | \$ 388,335 | 100% | | | | | |
| | GMP Bid Package #04- Building Package | | \$ - | \$ 912,356 | \$ 912,356 | \$ - | N/A | \$ 912,356 | \$ 298,386 | 33% | \$ 67,432 | 7% | \$ 365,818 | 40% | | | | | |
| | Construction Manager's General Conditions Subtotal | | \$ - | \$ 1,990,425 | \$ 1,990,425 | \$ - | N/A | \$ 1,990,425 | \$ 1,372,720 | 69% | \$ 71,167 | 4% | \$ 1,443,887 | 73% | | | | | |
| | Construction Manager's General Conditions Total | | \$ - | \$ 1,990,425 | \$ 1,990,425 | \$ - | | | | | | | | | | | | | |
| | Construction Phase Fee | | | | | | | | | | | | | | | | | | |
| | IGMP Bid Package #01- Demolition | | \$ - | \$ 21,242 | \$ 21,242 | \$ - | N/A | \$ 21,242 | \$ 18,966 | 89% | \$ - | 0% | \$ 18,966 | 89% | | | | | |
| | IGMP Bid Package #02- Earthwork and Utilities | | \$ - | \$ 61,220 | \$ 61,220 | \$ - | N/A | \$ 61,220 | \$ 55,371 | 96% | \$ 332 | 0% | \$ 56,703 | 91% | | | | | |
| | IGMP Bid Package #03- Foundations and Structural Steel | | \$ - | \$ 145,149 | \$ 145,149 | \$ - | N/A | \$ 145,149 | \$ 135,672 | 93% | \$ 0 | 0% | \$ 135,672 | 93% | | | | | |
| | GMP Bid Package #04- Building Package | | \$ - | \$ 482,977 | \$ 482,977 | \$ - | N/A | \$ 482,977 | \$ 159,275 | 33% | \$ 42,831 | 8% | \$ 202,106 | 42% | | | | | |
| | Construction Phase Fee Subtotal | | \$ - | \$ 710,588 | \$ 710,588 | \$ - | N/A | \$ 710,588 | \$ 369,284 | 52% | \$ 43,163 | 6% | \$ 412,447 | 58% | | | | | |
| | Construction Phase Fee Total | | \$ - | \$ 710,588 | \$ 710,588 | \$ - | | | | | | | | | | | | | |

CONTRACTOR'S SWORN STATEMENT AND WAIVER OF LIEN

APPLICATION FOR PARTIAL PAYMENT No. 17 Contractors Job No. 1901 PROJECT No. _____

FOR THE PERIOD: May 26, 2020 TO: June 25, 2020 Date Submitted: 6/26/2020

NAME OF PROJECT: McLennan County / Heart of Texas Fairgrounds Area Venue Project

CMR NAME & ADDRESS: John W. Erwin General Contractor 313 South 13th Street Waco, Texas 76701

PROJECT: McLennan County / Heart of Texas Fairgrounds Area Venue Project

OWNER: McLennan County, Texas

1. The undersigned does hereby release all lien rights and the signature below constitutes waiver of all lien rights and release and discharge of all contracting parties to date on property described herein, conditioned upon payment by **McLENNAN COUNTY, TEXAS** of our current invoice in the amount of: \$ 1,827,364 .
2. It is acknowledged that the designation of the above project constitutes an adequate description of the property and improvements for which the undersigned has received consideration for this release.
3. It is acknowledged that this release is for the benefit of and may be relied upon by the Owner, any construction lender (if applicable), and the principal and surety on any payment, performance, labor, and material bond(s) for the project.
4. In further consideration of the receipt of payment, the undersigned agrees to defend and hold harmless the owner, any construction lender (if applicable), and/or the principal and surety from any claim or claims hereinafter made by the undersigned and/or its material suppliers, subcontractors, vendors, or employees against the project. The undersigned agrees to indemnify or reimburse the Owner so relying upon this release for any and all sums, including attorney's fees and costs, which may be incurred as the result of such claims.
5. In addition to the foregoing, this instrument shall constitute a **PARTIAL** release of all rights, claims and demands of the undersigned against the owner arising out of or pertaining to the above referenced project. If partial, all rights and claims on the project are released up to and including the 25th day of May 2020.

Dated this 26th day of JUNE, 2020.

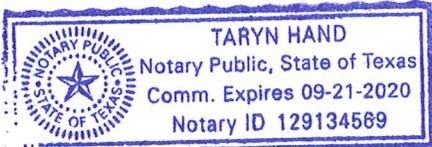
STATE OF Texas
COUNTY of McLennan
(STAMP SEAL BELOW)

John W. Erwin General Contractor, Inc.

Kevin C. Karr
Senior Project Manager

The forgoing release was subscribed and sworn to before me this 26 day of June, 2020.

by Kevin C. Karr (as Senior Project Manager of John W. Erwin General Contractor, Inc.).



My Commission expires: 9/21/20

Taryn Hand
Notary Public



**LANGERMAN FOSTER
ENGINEERING COMPANY**

2000 South 15th Street
Waco, TX 76706
254-235-1048
254-235-1625 FAX

Invoice

| Date | Invoice # |
|-----------|-----------|
| 3/20/2020 | 11623 |

PAST DUE

| |
|--|
| Bill To |
| McLennan County P. O. Box 648 Waco, TX 76703 |

| Description | Qty | Rate | P.O. No. | | Terms | |
|---------------------------------------|--------------|--------|----------|--|--------|--------|
| | | | | | Net 30 | |
| | | | | | Amount | |
| McLennan County HOT Expo Venue | | | | | | |
| 2/25/2020 Technician | 2 | 57.00 | | | | 114.00 |
| Concrete Cylinders | 5 | 24.00 | | | | 120.00 |
| Vehicle Charge | 1 | 42.00 | | | | 42.00 |
| Report Preparation | 2 | 20.00 | | | | 40.00 |
| 2/26/2020 Cylinder Pickup Only | | | | | | |
| Vehicle Charge | 1 | 57.00 | | | | 57.00 |
| | 1 | 42.00 | | | | 42.00 |
| 2/26/2020 Structural Steel CWI | | | | | | |
| Vehicle Charge | 5 | 100.00 | | | | 500.00 |
| | 1 | 138.00 | | | | 138.00 |
| Report Preparation | 1 | 20.00 | | | | 20.00 |
| 3/2/2020 Technician | 4.5 | 57.00 | | | | 256.50 |
| Overtime Technician | 0.5 | 85.50 | | | | 42.75 |
| Concrete Cylinders | 15 | 24.00 | | | | 360.00 |
| Vehicle Charge | 1 | 42.00 | | | | 42.00 |
| Report Preparation | 3 | 20.00 | | | | 60.00 |
| 3/3/2020 Cylinder Pickup Only | | | | | | |
| Vehicle Charge | 1 | 57.00 | | | | 57.00 |
| | 1 | 42.00 | | | | 42.00 |
| 3/10/2020 Technician | 2 | 57.00 | | | | 114.00 |
| Vehicle Charge | 1 | 42.00 | | | | 42.00 |
| Report Preparation | 1 | 20.00 | | | | 20.00 |
| 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 # |
|-----------|-----------|
| 3/20/2020 | 11623 |

PAST DUE

| |
|--|
| Bill To |
| McLennan County P. O. Box 648 Waco, TX 76703 |

| P.O. No. | Terms |
|----------|--------|
| | Net 30 |

| Description | Qty | Rate | Amount |
|--------------------------------|--------------|-------|------------|
| 3/11/2020 Technician | 3.5 | 57.00 | 199.50 |
| Overtime Technician | 3.5 | 85.50 | 299.25 |
| Concrete Cylinders | 20 | 24.00 | 480.00 |
| Vehicle Charge | 1 | 42.00 | 42.00 |
| Report Preparation | 4 | 20.00 | 80.00 |
| 3/12/2020 Cylinder Pickup Only | 1 | 57.00 | 57.00 |
| Vehicle Charge | 1 | 42.00 | 42.00 |
| Thank you for your business. | Total | | \$3,309.00 |

| | |
|-------------------------|------------|
| Payments/Credits | \$0.00 |
| Balance Due | \$3,309.00 |



**LANGERMAN FOSTER
ENGINEERING COMPANY**

2000 South 15th Street
Waco, TX 76706
254-235-1048
254-235-1625 FAX

Invoice

| Date | Invoice # |
|-----------|-----------|
| 6/19/2020 | 11879 |

| |
|--|
| Bill To |
| McLennan County P. O. Box 648 Waco, TX 76703 |

| Description | Qty | Rate | Amount | P.O. No. | Terms |
|---------------------------------------|--------------|-------|--------|----------|--------|
| | | | | | Net 30 |
| HOT Expo | | | | | |
| 5/11/2020 Cylinder Pickup Only | 1 | 57.00 | 57.00 | | |
| Vehicle Charge | 1 | 42.00 | 42.00 | | |
| 5/13/2020 Technician | 2 | 57.00 | 114.00 | | |
| Concrete Cylinders | 4 | 24.00 | 96.00 | | |
| Vehicle Charge | 1 | 42.00 | 42.00 | | |
| Report Preparation | 1 | 20.00 | 20.00 | | |
| 5/14/2020 Cylinder Pickup Only | 1 | 57.00 | 57.00 | | |
| Vehicle Charge | 1 | 42.00 | 42.00 | | |
| 5/20/2020 Technician | 2.5 | 57.00 | 142.50 | | |
| Overtime Technician | 0.5 | 85.50 | 42.75 | | |
| Concrete Cylinders | 8 | 24.00 | 192.00 | | |
| Vehicle Charge | 1 | 42.00 | 42.00 | | |
| Report Preparation | 2 | 20.00 | 40.00 | | |
| 5/21/2020 Cylinder Pickup Only | 1 | 57.00 | 57.00 | | |
| Vehicle Charge | 1 | 42.00 | 42.00 | | |
| 5/27/2020 Technician | 3.5 | 57.00 | 199.50 | | |
| Overtime Technician | 1.5 | 85.50 | 128.25 | | |
| Concrete Cylinders | 8 | 24.00 | 192.00 | | |
| Vehicle Charge | 1 | 42.00 | 42.00 | | |
| 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 # |
|-----------|-----------|
| 6/19/2020 | 11879 |

| |
|--|
| Bill To |
| McLennan County P. O. Box 648 Waco, TX 76703 |

| Description | Qty | Rate | Amount | P.O. No. | Terms |
|--------------------------------|--------------|-------|--------|----------|--------|
| | | | | | Net 30 |
| Report Preparation | 2 | 20.00 | 40.00 | | |
| 5/29/2020 Technician | 2 | 57.00 | 114.00 | | |
| Concrete Cylinders | 5 | 24.00 | 120.00 | | |
| Vehicle Charge | 1 | 42.00 | 42.00 | | |
| Report Preparation | 1 | 20.00 | 20.00 | | |
| 6/2/2020 Cylinder Pickup Only | 1 | 57.00 | 57.00 | | |
| Vehicle Charge | 1 | 42.00 | 42.00 | | |
| 6/3/2020 Technician | 0.5 | 57.00 | 28.50 | | |
| Overtime Technician | 1.5 | 85.50 | 128.25 | | |
| Concrete Cylinders | 4 | 24.00 | 96.00 | | |
| Vehicle Charge | 1 | 42.00 | 42.00 | | |
| Report Preparation | 1 | 20.00 | 20.00 | | |
| 6/4/2020 Cylinder Pickup Only | 1 | 57.00 | 57.00 | | |
| Vehicle Charge | 1 | 42.00 | 42.00 | | |
| 6/9/2020 Technician | 3 | 57.00 | 171.00 | | |
| Concrete Cylinders | 5 | 24.00 | 120.00 | | |
| Vehicle Charge | 1 | 42.00 | 42.00 | | |
| Report Preparation | 1 | 20.00 | 20.00 | | |
| 6/10/2020 Cylinder Pickup Only | 1 | 57.00 | 57.00 | | |
| 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 # |
|-----------|-----------|
| 6/19/2020 | 11879 |

| |
|--|
| 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 | | |
| 6/11/2020 Technician | 2 | 57.00 | 114.00 | | |
| Concrete Cylinders | 5 | 24.00 | 120.00 | | |
| Vehicle Charge | 1 | 42.00 | 42.00 | | |
| Report Preparation | 1 | 20.00 | 20.00 | | |
| Thank you for your business. | Total | | \$3,186.75 | | |

| | |
|-------------------------|------------|
| Payments/Credits | \$0.00 |
| Balance Due | \$3,186.75 |