

**THE COMMISSIONERS COURT \*  
McLENNAN COUNTY \*  
THE STATE OF TEXAS \*  
TO ALL PERSONS INTERESTED:**

NOTICE IS HEREBY GIVEN that, in accordance with the Government Code, Chapter 551, (known as the Open Meetings Act), as amended, a regular meeting of Commissioners' Court, the governing body of McLennan County, will be held on **Tuesday, the 5<sup>th</sup> day of January, 2015 at 9:00 a.m.** in the Commissioners' Courtroom, 1<sup>st</sup> Floor, West Wing, McLennan County Courthouse, City of Waco, Texas, at which time, the subjects below will be considered.

**AGENDA**

- I. PROOF OF POSTING OF NOTICE** in accordance with the provisions of Chapter 551.041, Government Code, as amended, known as the Open Meetings Act.
- II. A MOMENT OF SILENCE / INVOCATION; PLEDGES OF ALLEGIANCE**
- III. CONSIDERATION OF, AND / OR ACTION ON, THE FOLLOWING:**
  - A. APPROVAL / RATIFICATION OF PROCLAMATION / RESOLUTIONS**
  - B. HEARING FROM MEMBERS OF THE PUBLIC ON COUNTY BUSINESS MATTERS**
  - C. ITEMS PREVIOUSLY DEFERRED**
    1. Discussion and/or Action re: Regular / Special Commissioners Court Meetings
    2. Authorization of Interlocal Cooperative Agreement: City of Golinda (re: Road Work)
    3. Regarding the Heart O'Texas Fair / Extraco Events Center:
      - a. Authorization of ARC Roofing Payment Application No. 8 (ARC Inv. # 15-11-001-8RET) / Final Payment Request and Acceptance of Close-Out Documents
      - b. Discussion and/or Action re: Internet Antenna Placement Request on the Heart of Texas Fairgrounds Tower
  - D. RIGHT OF WAY PURCHASE, USE, CONVEYANCE and/or CONDEMNATION:** *Authorization / Action on:* Expansion/Repair Projects including, but not limited to: Easements / Offers / Contracts to Purchase ROW; Contracts for Sale; Contracts re: Appraisal / Surveying Services, ROW Acquisition / Sale; Authorization for Legal Counsel re: Eminent Domain / Condemnation Proceedings, Execution of Legal Documents
  - E. REGARDING COUNTY PROPERTY and/or CONSTRUCTION PROJECTS:** Renovations, Repairs, Indemnification Regarding Cleaning / Maintenance Projects, Space Allocations / Furnishings / Equipment / Architectural Services / Invoices / Approval of Pay Applications / Change Orders / Contracts / Lease Agreements / Certifications of Substantial Completion / Authorizations Regarding Sale / Lease / Acquisition or Property
    1. Discussion, Consideration and Possible Action on Weapons Restrictions and Signage at Justice of the Peace Offices, including Restrictions on Handgun Licensees Bringing Handguns into the Building
    2. Regarding the 10<sup>th</sup> Court of Appeals: Authorization of Air Handler Relocation Project
    3. Regarding the Courthouse Annex Building: Authorization of District Clerk's Space Allocation Request
  - F. AUTHORIZATIONS RE: CONTRACTS / LEASE AGREEMENTS / INTERLOCAL AGREEMENTS:**
    1. Economic Development:
      - a. Waco-McLennan County Economic Development Corporation (WMCEDC): Authorization of Agreements; Consultant Services; Proposed Projects / Program Project Agreements / Addendums / Pay Apps
    2. Authorization of Agreement: LexisNexis (re: Law Library Reference Material)
    3. Authorization of Recording System Support Agreement: Business Information Systems, Inc. (re: Commissioners Courtroom Digital Recording & Live Broadcast System)
  - G. REGARDING THE COUNTY BUDGET:** Amendments / Requests for Amendments and related Certification of Additional Revenue, if applicable, Expenditure Requests, Other Budgetary Requests
    1. **Regarding the FY 15 Budget:**
      - a. Budget Updates / Status Reports from County Auditor, as necessary
    2. **Regarding the FY 16 Budget:**
      - a. Road & Bridge, Precinct 4
      - b. Maintenance of Equipment
      - c. Certification of Local Government Code 111.07075 Additional Revenue and related Budget Amendment (re: 10<sup>th</sup> Court of Appeals)
      - d. Maintenance of Buildings
      - e. Consideration of and Action on Transfer of Visiting Courtroom Budget Responsibilities
      - f. Authorization of Expenditure Request: Constable, Precinct 1 (re: Body Cameras)
  - H. COUNTY SHERIFF / JAIL / CRIMINAL JUSTICE ISSUES** (County Operated / Privately Operated Jail Facilities): Change Orders, Pay Apps, Repairs / Renovations / Infrastructure Improvements / Personnel / Salary Matters / Updated Reports / Equipment Purchases / RFP's; Authorization of Contracts / Agreements / Amendments
  - I. HEART O'TEXAS FAIR / EXTRACO EVENTS CENTER:** Authorization re: Contracts / Professional Services / Lease / Rental Agreements / Contract Addendums / Change Orders / Extensions; Property Transactions / Deeds, Insurance, Surveys / Proposals / HOT Fair, Equipment / Supplies; *Authorizations re:* Purchases, Plans & Specifications, Construction, Operations, Pay Apps, Bids / RFP's; Repairs / Renovations, Expenditure Authorizations, related matters
    1. Regarding the Moisture Intrusion / Exterior Envelope Renovations / Repairs to the Extraco Events Center:
      - a. *Structural Engineering Services – Winton Engineering:* Authorization of Change Orders / Payment Requests, Acceptance of Reports, Updates, related matters
      - b. *ARC Roofing Agreement:* Authorization of Change Orders / Work Orders / Additional Services / Addendums, Updates, related matters
  - J. GRANTS / PROPOSALS / SPECIAL PROJECTS:** Authorization of Grant Applications / Contracts / Grants, Administration & Reporting Matters / Consulting Services / Pay Apps / Change Orders / Bids / Invoices / related Legal Matters / Documents
    1. Regarding the FY 16 State Homeland Security Grant Program: Authorization of Grant Application Submission
  - K. BIDS / RFP'S / RFQ'S / QUOTATIONS for GOODS & SERVICES,** including Recording of Vendor HB 914 Conflict Disclosure Statements, if applicable
  - L. CONSENT AGENDA ITEMS:**
    1. **Reading / Approval of Previous Meeting Minutes:** Acceptance of Amendments / Supplements / Corrections; Recording into the Court Minutes of Previously Approved Documents, Items Not Requiring Court Action, HB 914 Conflict Disclosure Statements, as applicable
      - a. Recording of Commissary License Agreement: Keefe Commissary Network, LLC (re: McLennan County Jail Commissary)
    2. **Financial Obligations of McLennan County:**
      - a. Authorization for Co. Treasurer to Pay County Checks / Wire / Electronic Transfers Issued Since the Last Authorization
      - b. County Treasurer: Interest / Investment Reports / Authorizations / Recording of McLennan County Investment Policy / Acknowledgement Forms / Pooled Cash Account Balance Reports

**L. Consent Agenda Items continued**

3. **Human Resources / Salary Matters:** Benefits / Status Forms / Revisions to Salary Schedules; Authorizations Regarding Human Resources Issues / Revisions to Human Resources Policies; Compensation / Classification Issues / Personnel Reviews/ Reclassifications, Administrative Guidelines; Consultant Reports, Recommendations, Job Descriptions / Postings / Approvals Necessary for Statutory or Constitutional Qualifications / Acceptance of Resignations of Appointed or Elected Department Heads
  - a. Constable, Precinct 1
4. **Authorizations / Ratifications re: RFP's / RFQ's / Bids / Advertisements / Publications / Public Notices / Sole Source Determinations / Surplus / Scrap Property Determinations / Recording of Legal Notifications**
  - a. Authorization of Advertisements for RFQ's / Bids / RFP's / Public Notices
5. **Travel and/or Education Requests / Ratifications:**
  - a. Texas A&M AgriLife Extension Service
  - b. County Sheriff
6. **Acceptance / Non Acceptance of Officials /County Department Heads /Staff /Departmental Reports/ Organization Reports / Updates; Policy Recommendations; Reports relative to County Contracts/Agreements/Programs; Recording of Educational or Insurance Certificates/ Awards/ Bonds/ Recording of Conflict Disclosure Statements, Presentations to the Court**
  - a. Waco-McLennan County Public Health District: Recording of 2015 Annual Report
  - b. Regarding the County Judges and Commissioners Association of Texas Conference: Recording of Educational Certifications
    - 1) Commissioner, Precinct 2
    - 2) Commissioner, Precinct 4
  - c. Property / Casualty Insurance Committee: Recording of Meeting Notes
  - d. Purchasing: Monthly Activity Report, December 2015
  - e. Health Services Department: Monthly Activity Report, October and November 2015
7. **Commissioners Court**, Discussion on, Consideration of and/or Action on:
  - a. Ratification of Purchase / Designation of Authorized Purchaser:
  - b. Authorization re: Burn Ban in the Unincorporated Areas of McLennan County
  - c. Regarding Americans with Disabilities Act Compliance Project:
  - d. Regarding the Establishment of a Regulatory Traffic Sign on Freedman Drive in Precinct 4:
    - 1) Public Hearing on Proposed Regulatory Traffic Sign
    - 2) Consideration of and/or Action to Approve Establishment of a Regulatory Traffic Sign on Freedman Drive in Precinct 4
  - e. Authorization re: Maintenance of Buildings Cell Phone Request
  - f. Regarding the McLennan County Indigent Health Care Program: Authorization of Policy Revisions:
    - 1) Fraud Policy and Procedures
    - 2) CIHCP Policy Regarding Sponsored Aliens
  - g. Discussion and/or Action regarding the Property / Casualty Insurance Committee including Committee Member Additions

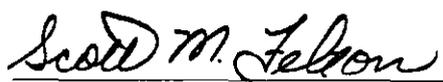
**M. COMMISSIONERS COURT WORK SESSION:** Information Gathering, Discussions, Status Reports / Updates and/or Presentations on any or all of the items listed below (*no action will be taken by the Court on items presented in this part of the meeting*): Discussion / Suggestions Regarding: *Future Work Session Items*

1. **Discussion re: Criminal Justice Issues:** Updates regarding the Electronic Monitoring Program / Coordinating the McLennan County Criminal Justice System / Criminal Justice Process / Creation of a Criminal Justice Work Group / Discussion on Ways to Control the Jail Population / MHMR Services at the County Jail / Pretrial Services / Veterans & Mental Health Courts / Courthouse Security / Video Conferencing Utilization / Public Nuisance Reporting & Enforcement Process / County Essentials Reimbursement, related matters
2. **Discussion re: Capital Expenditures:** including Discussion Regarding the Time Schedule for Capital Outlay / Recommendations from the Finance Committee Regarding the Spending Policy / Equipment Financing, related matters
3. **Discussion re: County Property:** including Discussion Regarding Space Availability & Utilization of County Buildings, Utilization Planning, Consultant, Joint Facilities Master Plan or Study / Updates re: Maintenance at Highway 6 or Downtown Jail / Maintenance at Tradinghouse Lake/Park / ADA Capital Improvements / Recommendations from Tradinghouse Lake/Park Advisory Committee / Tradinghouse Lake Pavilion Rental Issues / Policy for County Right of Ways / Themis Statue / Policy re: Office Remodeling and Matters Related Thereto
4. **Discussion re: Texas Department of Transportation:** including Discussion re: Rural/Public Transportation, related matters
5. **Discussion re: McLennan County Travel Policy:** including Discussion regarding Revisions to the Current Policy
6. **Discussion re: Jury Pay Donation List**

**IV. Executive Session:** A closed meeting will be held pursuant to:

- A. **Section 551.071 of the Government Code (V.C.T.A.):** 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 legal issues and potential liabilities regarding handgun laws and regulation of handguns in certain County buildings
- B. **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
- C. **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; Personnel Matters Identified in any Open Session Item if Necessary, and related matters
- D. **Section 551.076 of the Government Code (V.C.T.A.):** Deliberations regarding Security Devices or Security Audits
- E. **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

Signed this the 31<sup>st</sup> day of December, 2015

  
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 the 31<sup>st</sup> day of December, 2015 at 3:45 o'clock pm.

Witness my hand and seal of office at Waco, McLennan County, Texas this 31<sup>st</sup> day of December, 2015

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

BY Myrcia G. Gosa (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

FILED: JAN 05 2016

J.A. "ANDY" HARWELL, County Clerk  
McLennan County, Texas  
By: KELLY FULLBRIGHT, DEPUTY

**AGENDA: JANUARY 5, 2016**

**II. A MOMENT OF SILENCE / INVOCATION; PLEDGE OF ALLEGIANCE**

**CD-372, 9:00**

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**County Judge Felton stated that at this time we will have a moment of silence. County Judge Felton then stated that we will now have the Pledge of Allegiance led by our County Veteran Service Officer.**

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**AGENDA: JANUARY 5, 2016**

**III. CONSIDERATION OF, AND / OR ACTION ON, THE FOLLOWING:**

**B. HEARING FROM MEMBERS OF THE  
PUBLIC ON COUNTY BUSINESS MATTERS**

**No One Spoke**

**CD-372, 9:01**

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**County Judge Felton opened the floor to anyone present who wished to address the Court on County business matters. Not hearing anyone speak, County Judge Felton closed the hearing.**

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**AGENDA: JANUARY 5, 2016**

**III. CONSIDERATION OF, AND / OR ACTION ON, THE FOLLOWING:**

**C. ITEMS PREVIOUSLY DEFERRED:**

- |   |                                 |
|---|---------------------------------|
| 1. Discussion and/or Action re: Regular / Special Commissioners Court Meetings  | <b>Approved</b>                 |
| 2. Authorization of Interlocal Cooperative Agreement: City of Golinda (re: Road Work)   | <b>Pulled – No Action Taken</b> |
| 3. Regarding the Heart O’Texas Fair / Extraco Events Center:  |                                 |
| a. Authorization of ARC Roofing Payment Application No. 8 (ARC Inv. # 15-11-001-8RET) / Final Payment Request and Acceptance of Close-Out Documents | <b>Pulled – No Action Taken</b> |
| b. Discussion and/or Action re: internet Antenna Placement Request on the Heart of Texas Fairgrounds Tower  | <b>Kept Deferred</b>            |

**CD-372, 9:01**

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**ORDER APPROVING:**

**ACTION RE: REGULAR / SPECIAL  
COMMISSIONERS COURT MEETINGS**

On this the 5 day of January, 2016, came on for consideration the matter of Discussion and/or Action re: Regular / Special Commissioners Court Meetings. After discussion, Judge Felton made a motion to approve the recommended changes outlined by his office and it was seconded by Commissioner Jones. After further discussion, a vote being called for, voting in favor of said motion was Judge Felton, Commissioner Jones and Commissioner Perry with Commissioner Snell and Commissioner Gibson voting in opposition. It is ordered by the Court that said Authorization be, and the same is hereby, approved by the majority vote.

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ORDER OF THE COMMISSIONERS COURT OF MCLENNAN COUNTY, TEXAS  
REAFFIRMING THE DAY DESIGNATION FOR ITS REGULAR MONTHLY MEETING  
AND AMENDING SPECIAL MEETINGS DESIGNATIONS

WHEREAS, the Commissioners Court currently holds one regular meeting and multiple scheduled special meetings each month; and

WHEREAS, this results in significant loss of productivity due to the attendance of various County officials and employees at multiple meetings per month; and

WHEREAS, it is believed that management and planning can result in greater efficiency—generally requiring only one special meeting per month in addition to the regular meeting; and

WHEREAS, it is understood that it will likely be necessary to hold additional special meetings in months having higher volumes of business to be handled by the Court and in time-sensitive circumstances.

THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF MCLENNAN COUNTY, TEXAS that:

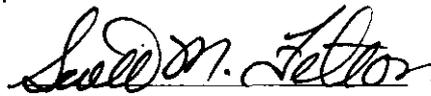
1. The REGULAR MEETING of the McLennan County Commissioners Court during FY 2016 shall be held on the First (1<sup>st</sup>) Tuesday of each month at 9:00 a.m. in the Commissioners Courtroom on the First Floor of the McLennan County Courthouse, or in the Visiting Courtroom on the First Floor of the Courthouse Annex Building, in Waco, Texas unless otherwise stated in a notice of meeting posted in accordance with Chapter 551 of the *Texas Government Code* at a location designated by the Commissioners Court in accordance with applicable law.

2. The REGULARLY SCHEDULED SPECIAL MEETING of the McLennan County Commissioners Court during FY 2016 shall be held on the Third (3<sup>rd</sup>) Tuesday of each month at 9:00 a.m. in the Commissioners Courtroom on the First Floor of the McLennan County Courthouse, or in the Visiting Courtroom on the First Floor of the Courthouse Annex Building, in Waco, Texas unless otherwise stated in a notice of meeting posted in accordance with Chapter 551 of the *Texas Government Code* at a location designated by the Commissioners Court in accordance with applicable law.

3. The Second (2<sup>nd</sup>) and Fourth (4<sup>th</sup>) Tuesday of each month are reserved for PERIODICALLY SCHEDULED SPECIAL MEETINGS, called as the business of the County requires, at 9:00 a.m. in the Commissioners Courtroom on the First Floor of the McLennan County Courthouse, or in the Visiting Courtroom on the First Floor of the Courthouse Annex Building, in Waco, Texas unless otherwise stated in a notice of meeting posted in accordance with Chapter 551 of the *Texas Government Code* at a location designated by the Commissioners Court in accordance with applicable law. In addition, in those months with five Tuesdays, a Special Meeting may be called on the Fifth (5<sup>th</sup>) Tuesday as business of the County requires.

4. Nothing herein restricts the Commissioners Court from holding a special meeting at a different date, time and/or location during the month where proper notice of the special meeting has been posted/given in accordance with Chapter 551 of the *Texas Government Code* and such is allowed by law.
5. Standing approval is hereby given for the Auditor/Budget Officer and County Treasurer to pay water and utilities and fuel cards as long as it is within the budget.

Passed this 5<sup>th</sup> day of JANUARY, 2016.

  
Scott M. Felton, County Judge

Attest:

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

  
By: Deputy County Clerk

Commissioners Court Time Log

| Date       | Time        | Included         | Reconvene for Special Items |
|------------|-------------|------------------|-----------------------------|
| 9/1/2015   | 1 hr 53 min |                  | 3 hr 56 min                 |
| 9/8/2015   | 2 hr 15 min |                  | 3 hr                        |
| 9/15/2015  | 2 hr 21 min |                  |                             |
| 9/22/2015  | 3 hr 07 min |                  | 2 hr                        |
| 9/29/2015  | 1 hr 04 min |                  | 1hr 45 min                  |
| 10/6/2015  | 1 hr 40 min |                  |                             |
| 10/13/2015 | 1 hr 46 min |                  |                             |
| 10/20/2015 | 34 min      |                  |                             |
| 10/27/2015 | 1 hr 30 min | (13 min Ex Sess) |                             |
| 11/3/2015  | 1 hr 40 min |                  |                             |
| 11/10/2015 | 51 min      |                  |                             |
| 11/17/2015 | 1 hr 48 min |                  |                             |
| 11/24/2015 | 2 hr 26 min | (1hr Ex Sess)    |                             |
| 12/1/2015  | 1 hr 06 min |                  |                             |
| 12/8/2015  | 55 min      |                  |                             |
| 12/22/2015 | 1 hr 55 min | (34 min Ex Sess) |                             |

FILED: JAN 05 2016

J.A. "ANDY HARWELL, County Clerk  
 McLennan County, Texas  
 By: KELLY FULLBRIGHT DEPUTY

**PULLED AND NO ACTION TAKEN:**

**AUTHORIZATION OF INTERLOCAL COOPERATIVE  
AGREEMENT: CITY OF GOLINDA (RE: ROAD WORK)**

On this the 5 day of January, 2016, came on for consideration the matter of Authorization of Interlocal Cooperative Agreement: City of Golinda (re: Road Work). After discussion, Judge Felton directed the Clerk to show item as pulled and no action taken. No Action Taken.

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**PULLED AND NO ACTION TAKEN:**

**AUTHORIZATION OF ARC ROOFING PAYMENT  
APPLICATION NO. 8 (ARC INV. #15-11-001-8RET) / FINAL PAYMENT  
REQUEST AND ACCEPTANCE OF CLOSE-OUT DOCUMENTS**

**ARC ROOFING AGREEMENT: AUTHORIZATION OF  
CHANGE ORDERS / WORK ORDERS / ADDITIONAL  
SERVICES / ADDENDUMS, UPDATES, RELATED MATTERS:**

**RE: THE MOISTURE INTRUSION / EXTERIOR ENVELOPE  
RENOVATIONS/REPAIRS TO THE EXTRACO EVENTS CENTER**

On this the 5 day of January, 2016, came on for consideration the matter Regarding the Moisture Intrusion / Exterior Envelope Renovations/Repairs to the Extraco Events Center: *ARC Roofing Agreement*: Authorization of Change Orders / Work Orders / Additional Services / Addendums, Updates, related matters: Authorization of ARC Roofing Payment Application No. 8 (ARC Inv. #15-11-001-8RET) / Final Payment Request and Acceptance of Close-Out Documents. After discussion, Judge Felton directed the Clerk to show item as pulled and no action taken. No Action Taken.

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**KEPT DEFERRED:**

**DISCUSSION AND/OR ACTION RE: INTERNET ANTENNA PLACEMENT  
REQUEST ON THE HEART OF TEXAS FAIRGROUNDS TOWER**

On this the 5 day of January, 2016, came on for consideration the matter of Discussion and/or Action re: Internet Antenna Placement Request on the Heart of Texas Fairgrounds Tower. After discussion, Commissioner Jones made a motion to defer C. 3. b. and it was seconded by Commissioner Snell. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Gibson, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Authorization be, and the same is hereby, kept deferred by unanimous vote.

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**AGENDA: JANUARY 5, 2016**

**III. CONSIDERATION OF, AND / OR ACTION ON, THE FOLLOWING:**

**E. REGARDING COUNTY PROPERTY and/or CONSTRUCTION PROJECTS:**

Renovation, Repair, Indemnification Regarding Cleaning / Maintenance Projects;  
Space Allocations / Furnishings / Equipment / Architectural Services / Invoices /  
Approval of Pay Applications / Change Orders / Contracts / Lease Agreements /  
Certifications of Substantial Completion / Authorizations Regarding Sale / Lease /  
Acquisition or Property

1. Discussion, Consideration and Possible Action on Weapons Restrictions and Signage at Justice of the Peace Offices, including Restrictions on Handgun Licensees Bringing Handguns into the Building **Approved**
2. Regarding the 10<sup>th</sup> Court of Appeals: Authorization of Air Handler Relocation Project **Approved**
3. Regarding the Courthouse Annex Building: Authorization of District Clerk's Space Allocation Request **Approved**

**CD-372, 9:13**

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**ORDER APPROVING:**

**CONSIDERATION AND POSSIBLE ACTION ON WEAPONS  
RESTRICTIONS AND SIGNAGE AT JUSTICE OF THE PEACE  
OFFICES, INCLUDING RESTRICTIONS ON HANDGUN  
LICENSEES BRINGING HANDGUNS INTO THE BUILDING**

On this the 5 day of January, 2016, came on for consideration the matter of Discussion, Consideration and Possible Action on Weapons Restrictions and Signage at Justice of the Peace Offices, including Restrictions on Handgun Licensees Bringing Handguns into the Building. After discussion, Commissioner Perry made a motion to approve E. 1. and it was seconded by Commissioner Jones. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Gibson, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Authorization be, and the same is hereby, approved by unanimous vote.

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ORDER OF THE COMMISSIONERS COURT OF MCLENNAN COUNTY, TEXAS  
PROHIBITING WEAPONS FROM BEING BROUGHT INTO THE BUILDINGS HOUSING  
JUSTICE OF THE PEACE COURTS FOR PRECINCTS 2, 3, 4, AND 5, INCLUDING  
HANDGUNS POSSESSED BY A HANDGUN LICENSEE, WHETHER CONCEALED OR  
OPENLY CARRIED, EXCEPTING LICENSED PEACE OFFICERS OR OTHERS EXPRESSLY  
AUTHORIZED TO CARRY A GUN IN COURTS OR COURT OFFICES BY STATUTE; AND  
PROVIDING FOR ERECTION OF SIGNS

INTRODUCTION

**This Commissioners Court supports the right of handgun license holders to carry handguns. However, those involved in the judicial process also have a right to safety and security.**

RECITALS

**WHEREAS**, the Texas Legislature passed a law making it unlawful for local governments to exclude persons carrying a handgun from government buildings if they have a handgun license. An exception is that a licensee may not carry a handgun onto the premises of a court or court offices;<sup>1</sup>

**WHEREAS**, there has been significant confusion over application of the law. Some have taken the position that the handgun prohibition only applies to an actual courtroom or court office and not the premises of the building in which they are housed. In other words some have taken the position that a licensee is free to enter the building with a handgun, walk through shared halls, common areas, stairwells, etc., as long as the licensee does not enter an actual courtroom or actual court office. However, this view disregards the fact that hallways, common areas, stairwells, elevators, lobbies, and restrooms are used by the persons involved in the judicial process, including judges, jurors, witnesses, parties, prosecutors, attorneys, and judicial personnel. Indeed, beyond the use for ingress and egress; jurors, witnesses and parties often wait or are sent out to wait in the halls and common areas. Likewise, it would be impossible to hold judicial proceedings without access to restrooms being available. This view also does not have a conclusive basis in law;

**WHEREAS**, the Precinct 2, 3, 4, and 5 Justice Courts have been consulted and have issued orders finding areas of the respective buildings in which their courts are housed (hereinafter "Affected Buildings") which are essential to the operations of their courts. These Orders are attached hereto as Attachment "A" and are incorporated by reference herein;

**WHEREAS**, based on the findings of the courts attached hereto, knowledge of the general day-to-day activities in the Affected Buildings, knowledge of the layouts of the Affected Buildings, and common sense—the identified areas in the Affected Buildings are integral to the courts and court offices, are part of the premises thereof, and are essential to the operations of the courts.

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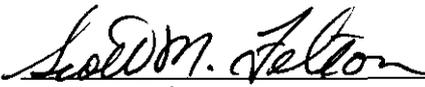
<sup>1</sup>Section 46.03, Penal Code ("on the premises of any government court or offices utilized by the court"). "Premises" means "a building or a portion of a building. The term does not include any public or private driveway, street, sidewalk or walkway, parking lot, parking garage, or other parking area."

Further, the safety of the judiciary and others involved in the judicial process cannot be adequately protected without prohibiting weapons (including handguns carried by handgun license holders) from being brought into the Affected Buildings by other than licensed peace officers and persons otherwise expressly authorized by statute to carry a weapon on the premises of a court or court offices.

**NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF MCLENNAN COUNTY, TEXAS THAT:**

1. The foregoing recitals are incorporated herein and made findings of this Commissioners Court;
2. Persons other than licensed peace officers or persons otherwise expressly authorized by statute to carry a weapon on the premises of a court or court offices are prohibited from bringing weapons into an Affected Building (as defined above). This prohibition shall also apply to handguns carried or possessed by a person having a handgun license or permit, whether the handgun is concealed or openly carried;
3. Signs be erected at the entrances to the Affected Buildings giving notice under Sections 46.03, 30.06 and 30.07 of the Texas Penal Code;
4. Expenditures for the signage and signage installation are hereby approved.

PASSED this 5<sup>th</sup> day of January, 2016.

  
Scott M. Felton  
County Judge

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

  
By: Deputy County Clerk

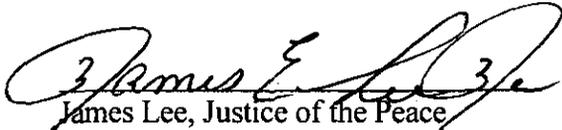
ATTACHMENT "A"

**ORDER OF THE JUSTICE OF THE PEACE OF PRECINCT 2,  
MCLENNAN COUNTY, TEXAS FINDING AREAS ESSENTIAL TO  
THE OPERATIONS OF HIS COURT**

The undersigned Justice of the Peace of Precinct 2, McLennan County, Texas, hereby finds that the following are essential to the operations of his Court:

- JP Courtroom;
- Judge's Chambers;
- JP Court Clerk offices and Court administrative staff areas;
- Jury Room;
- Constable/Bailiff's Office;
- Entrance;
- Restrooms;
- All hallways or common areas, lobby, and counter areas in the building located at 929 Elm Street in Waco, Texas used to access any of the foregoing, conduct business of the Court, or used for waiting areas or amenities for jurors, witnesses, attorneys, and parties.

Entered this 4 day of January, 2016.

A handwritten signature in black ink, appearing to read "James E. Lee". The signature is written in a cursive style with a large initial "J" and "L".

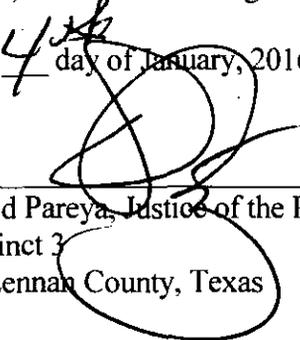
James Lee, Justice of the Peace  
Precinct 2  
McLennan County, Texas

**ORDER OF THE JUSTICE OF THE PEACE OF PRECINCT 3,  
MCLENNAN COUNTY, TEXAS FINDING AREAS ESSENTIAL TO  
THE OPERATIONS OF HIS COURT**

The undersigned Justice of the Peace of Precinct 3, McLennan County, Texas, hereby finds that the following are essential to the operations of his Court:

- JP Courtroom;
- Judge's Chambers;
- JP Court Clerk offices and Court administrative staff areas;
- Jury Room;
- Constable/Bailiff's Office
- Entrance;
- Restrooms;
- Break Room;
- All hallways or common areas, lobby, and counter areas in the building located at 201 North Reagan Street in West, Texas used to access any of the foregoing, conduct business of the Court, or used for waiting areas or amenities for jurors, witnesses, attorneys, and parties.

Entered this 4<sup>th</sup> day of January, 2016.

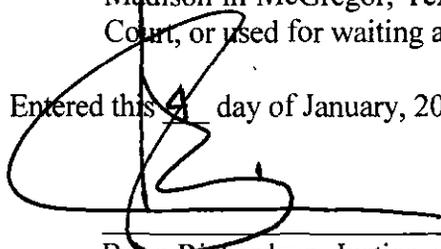
  
\_\_\_\_\_  
David Pareya, Justice of the Peace  
Precinct 3  
McLennan County, Texas

**ORDER OF THE JUSTICE OF THE PEACE OF PRECINCT 4,  
MCLENNAN COUNTY, TEXAS FINDING AREAS ESSENTIAL TO  
THE OPERATIONS OF HIS COURT**

The undersigned Justice of the Peace of Precinct 4, McLennan County, Texas, hereby finds that the following are essential to the operations of his Court:

- JP Courtroom;
- Judge's Chambers;
- JP Court Clerk offices and Court administrative staff areas;
- Constable/Bailiff's Office;
- Entrance;
- Restrooms;
- All hallways or common areas, lobby, and counter areas in the building located at 307 South Madison in McGregor, Texas used to access any of the foregoing, conduct business of the Court, or used for waiting areas or amenities for jurors, witnesses, attorneys, and parties.

Entered this 4 day of January, 2016.



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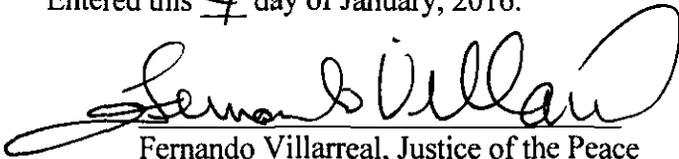
Brian Richardson, Justice of the Peace  
Precinct 4  
McLennan County, Texas

**ORDER OF THE JUSTICE OF THE PEACE OF PRECINCT 5,  
MCLENNAN COUNTY, TEXAS FINDING AREAS ESSENTIAL TO  
THE OPERATIONS OF HIS COURT**

The undersigned Justice of the Peace of Precinct 5, McLennan County, Texas, hereby finds that the following are essential to the operations of his Court:

- JP Courtroom;
- Judge's Chambers;
- JP Court Clerk offices and Court administrative staff areas;
- Jury Room;
- Constable/Bailiff's Office
- Entrance;
- Restrooms;
- Break Room;
- All hallways or common areas, lobby, and counter areas in the building located at 1800 Richter in Waco, Texas used to access any of the foregoing, conduct business of the Court, or used for waiting areas or amenities for jurors, witnesses, attorneys, and parties.

Entered this 4 day of January, 2016.



Fernando Villarreal, Justice of the Peace  
Precinct 5  
McLennan County, Texas

**FILED: JAN 05 2016**

J.A. "ANDY HARWELL, County Clerk  
McLennan County, Texas  
By: KELLY FULLBRIGHT DEPUTY

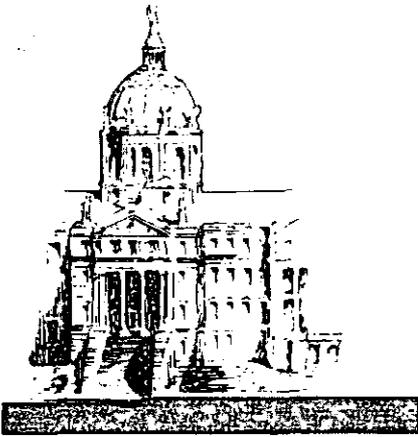
**ORDER APPROVING:**

**AUTHORIZATION OF AIR HANDLER RELOCATION PROJECT**

**RE: THE 10TH COURT OF APPEALS**

On this the 5 day of January, 2016, came on for consideration the matter Regarding the 10<sup>th</sup> Court of Appeals: Authorization of Air Handler Relocation Project. After discussion, Commissioner Snell made a motion to approve E. 2. and it was seconded by Commissioner Jones. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Gibson, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Authorization be, and the same is hereby, approved by unanimous vote.

-----



McLennan County Courthouse

**Scott M. Felton**  
**McLENNAN COUNTY JUDGE**

P.O. BOX 1728  
Waco, Texas  
76703-1728

254-757-5049  
Fax No. 254-757-5196

August 27, 2015

Justice Thomas Gray  
501 Washington, Room 415  
Waco, Texas 76701

Dear Justice Gray:

The Tenth Court of Appeals has indicated the need for additional space on the Fourth Floor of the McLennan County Courthouse. To address this need, McLennan County proposes to relocate an air handler from the 4<sup>th</sup> floor of the Courthouse to the attic at the cost and expense of the Tenth Court of Appeals. This will free up additional space in the Courthouse for utilization by the Tenth Court of Appeals. We have received a quote from Lochridge Priest to do this work, and the total minimum amount required for the project will be \$27,150.00. This amount must be received before the County will consider approval of the project. By your signature below, you acknowledge the commitment of the funds to the project. Upon receipt of the funds, the project will be submitted to the Commissioners Court for final approval. If approval is not obtained, the funds will be returned. Please note that receipt of the funding is a pre-requisite to consideration given that the County does not want to commit to this project without assurance that funding is available.

If you need any further information or have any questions, please do not hesitate to contact me.

Sincerely,

Scott M. Felton  
County Judge

*signed for identification:*  
*Thomas W Gray*

This is intended as an interlocal commitment of funds for the provision of services and as a contractual obligation of the Tenth Court of Appeals. If the County fails to provide the services as set forth above, the funding from the Tenth Court of Appeals must be re-paid by the County to the Tenth Court of Appeals:

Thomas W. Gray

Thomas W. Gray  
Chief Justice  
Tenth Court of Appeals

August 27, 2015  
Date

RELOCATION PROJECT  
APPROVED BY COMMISSIONERS COURT  
THIS 5 DAY OF JAN 20 16  
Sm  
COUNTY JUDGE

FILED: JAN 05 2016

J.A. "ANDY HARWELL, County Clerk  
McLennan County, Texas  
By: KELLY FULLBRIGHT DEPUTY

**ORDER APPROVING:**

**AUTHORIZATION OF DISTRICT CLERK'S SPACE ALLOCATION REQUEST**  
**RE: THE COURTHOUSE ANNEX BUILDING**

On this the 5 day of January, 2016, came on for consideration the matter Regarding the Courthouse Annex Building: Authorization of District Clerk's Space Allocation Request. After discussion, Commissioner Perry made a motion to approve E. 3. and it was seconded by Commissioner Jones. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Gibson, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Authorization be, and the same is hereby, approved by unanimous vote.

-----

501 Washington Ave,  
Suite 300 Courthouse Annex  
Waco, TX 76701



Civil: 757-5057  
Fax: 757-5060  
Criminal: 759-5054  
Fax: 752-1146  
District.Clerk@co.mclennan.tx.us

**JON R. GIMBLE**  
McLENNAN COUNTY DISTRICT CLERK

30 December 2015

McLennan County Commissioners Court –

I ask the commissioner's court affirm the space allocation of fifth floor of the McLennan County Courthouse Annex to the District Clerk's Office for use as a secure records storage facility.

The facility was formerly used as part of a detention facility and still has locked/lockable cells/cellblocks that work well for the purposes of secure document storage. The Maintenance Department has obtained approval from the Fire Marshall for this purpose, and made access available through the elevator that was previously used for moving inmates.

Current plans include: keeping Court Reporter records for our criminal district courts onsite, the archived records for juvenile cases, and any other secure document needs.

Thanks for your help in dealing with the needs of our growing court system.

Regards,

Jon Richard Gimble,

McLennan County District Clerk

FILED: JAN 05 2016

J.A. "ANDY HARWELL, County Clerk  
McLennan County, Texas  
By: KELLY FULLBRIGHT DEPUTY

APPROVED BY COMMISSIONERS COURT  
THIS 5 DAY OF JAN 20 16  
  
COUNTY JUDGE

**AGENDA: JANUARY 5, 2016**

**III. CONSIDERATION OF, AND / OR ACTION ON, THE FOLLOWING:**

**F. AUTHORIZATIONS RE: CONTRACTS / LEASE AGREEMENTS / INTERLOCAL AGREEMENTS:**

1. Economic Development:
  - a. Waco-McLennan County Economic Development Corporation (WMCEDC): Authorization of Agreements; Consultant Services; Proposed Projects / Program Project Agreements / Addendums / Pay Apps **None**
2. Authorization of Agreement: LexisNexis (re: Law Library Reference Material) **Approved**
3. Authorization of Recording System Support Agreement: Business Information Systems, Inc. (re: Commissioners Courtroom Digital Recording & Live Broadcast System) **Approved**

**CD-372, 9:41**

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**ORDER APPROVING:**

**AUTHORIZATION OF AGREEMENT: LEXISNEXIS**  
**(RE: LAW LIBRARY REFERENCE MATERIAL)**

On this the 5 day of January, 2016, came on for consideration the matter of Authorization of Agreement: LexisNexis (re: Law Library Reference Material). After discussion, Commissioner Perry made a motion to approve F. 2. and it was seconded by Commissioner Jones. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Gibson, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Authorization be, and the same is hereby, approved by unanimous vote.

-----

**For internal use Payment Method:**

Confirming order copy

Check # \_\_\_\_\_ attached (separate checks for each company of origin)

Net 30  Bill Monthly  Bill Quarterly

Bill Semi-Annual  Bill Annual

MasterCard®  VISA®  AMEX®  Discover®

Credit Card # \_\_\_\_\_ Exp. \_\_\_\_\_

Order Number: \_\_\_\_\_

Sales Reps Name \_\_\_\_\_

Sales Rep #: \_\_\_\_\_ SL PMC: \_\_\_\_\_

Source Code: \_\_\_\_\_

Rush Order / Date Needed: \_\_\_\_\_

Additional Information: \_\_\_\_\_

**AGREEMENT AND ORDER FORM**  
Revised April 2009

**MATTHEW BENDER®**  
1275 Broadway  
Albany, NY 12204  
(800) 833-9844 Fax (800) 828-8341

Ship to Account Information:  Account Information Change

Name: **MCLENNAN CNTY LAW LIBRARY**

Attn: \_\_\_\_\_

Street: **501 WASHINGTON AVE**

City, State, Zip: **WACO TX 76701** County: \_\_\_\_\_

Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Email Address: \_\_\_\_\_

Bill to Account Information (if different than ship to):  Account Information Change

Name: **MCLENNAN CNTY AUDITOR**

Contact: \_\_\_\_\_

Street: **214 N 4TH ST SUITE 100**

City, State, Zip: **WACO TX 76701** County: \_\_\_\_\_

Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

LexisNexis Bill Group #: \_\_\_\_\_

I certify there are \_\_\_\_\_ attorneys in the firm or department.

|   |   |                  |
|---|---|------------------|
| Enter Account # or check <input type="checkbox"/> NEW ACCOUNT | Enter Bill to Account # (if different than ship to) | Purchase Order # |
| 0086365800  | 0086365810  |                  |

| Qty | 13 Digit ISBN # | # of Months | Sub Type (S/NS) | (AR/AS) (Y/N) | OTP (Y/N) | Product Description  | Unit Price | # of Users | User Fees | Disc % | Promo Code | # of Releases | Upkeep Cost | Total Price |
|-----|-----------------|-------------|-----------------|---------------|-----------|----------------------|------------|------------|-----------|--------|------------|---------------|-------------|-------------|
| 1   | 9780820517063   | 12          | S               |               |           | TX TORTS & REMEDIES  | 1869.57    |            |           |        |            |               |             | \$1869.57   |
|     |                 |             |                 |               |           | 01/01/16 to 12/31/16 |            |            |           |        |            |               |             | \$          |
|     |                 |             |                 |               |           |                      |            |            |           |        |            |               |             | \$          |

Sub = Subscription  
 S = Service Subscription whose price includes all Updates (defined in Additional Terms)  
 NS = Non-Service Subscription whose price does not include Updates.  
 AR = Automatic renewal of annual subscriptions  
 AS = Automatic shipment of Updates with an invoice  
 OTP = One time purchase only  
 DISC = Discount  
 CWO = Cash with order

|                              |    |
|------------------------------|----|
| <b>Subtotal other pages:</b> | \$ |
| <b>CWO Disc.:</b>            | \$ |
| <b>Subtotal:</b>             | \$ |
| <b>Tax ____%:</b>            | \$ |
| <b>** Grand Total Price:</b> | \$ |

\*\*Shipping & Handling Fees and Taxes will be added to the Grand Total

**MATERIAL TERMS**

- Automatic Annual Renewal Subscription**
- If you select this option, your subscription will be automatically renewed without any action on your part, and you will be invoiced on or about the renewal date.
  - You will receive the product(s) listed in this Order Form and any supplementation, releases, replacement volumes, new editions and revisions to a publication ("Updates") made available during the annual subscription period, included in the price shown above. Shipping and handling fees are not included in the Grand Total Price shown above.

- Under the automatic renewal option, at least 60 days before each renewal date, you will receive a renewal notice, which will include the cost of the next annual subscription. The renewal price will likely include an increase over your prior year's subscription price.

**MATERIAL TERMS Continued**

- You have been advised of the number of Updates and the cost related to the Updates that were made to this publication last year. The number of Updates and the cost may vary due to developments in the law and other publishing issues, but you may use this as a rough estimate of future shipments. You may call Customer Support at 800-833-9844 for additional information.
- You may cancel your subscription for the current or any future subscription year by: calling Customer Support at 800-833-9844; emailing [customer.support@lexisnexis.com](mailto:customer.support@lexisnexis.com); or, for any automatic renewal period, returning the renewal notice marked "CANCEL". If you fail to cancel any automatic renewal within 60 days after the date of the renewal notice, then you will be invoiced for such annual subscription renewal year and will receive all Updates for such period.\*
- If the initial or any renewal subscription is cancelled within 30 days after the invoice date, then you will receive full credit of the Grand Total for the applicable subscription period. If you cancel between 31 and 60 days after the invoice date, then you will receive a 5/6<sup>th</sup> credit of the Grand Total for the applicable subscription period. No credit will be given for cancellations more than 60 days after the invoice date. To receive any credit, you must return all product(s) shipped during the applicable subscription period at your expense within the applicable cancellation period listed above.

**Service Subscription For One Year Only**

- You will receive the product(s) listed in this Order Form and any Updates made available during the annual subscription period. Shipping and handling fees are not included in the Grand Total Price shown above.
- You have been advised of the number of Updates and the cost related to the Updates that were made to this publication last year. The number of Updates and the cost may vary due to developments in the law and other publishing issues, but you may use this as a rough estimate of future shipments. You may call Customer Support at 800-833-9844 for additional information.
- You may cancel this subscription by: calling Customer Support at 800-833-9844; emailing [customer.support@lexisnexis.com](mailto:customer.support@lexisnexis.com); or returning the invoice marked "CANCEL".
- If you cancel within 30 days after the product is ordered or received and you return the product at your expense, then you will receive a full credit of the Grand Total for the annual subscription.\*
- If you cancel between 31 and 60 days after the invoice date and you return the product at your expense, then you will receive a 5/6<sup>th</sup> credit of the Price for the annual subscription. No credit will be given for cancellations more than 60 days after the invoice date. To receive any credit, you must return all product(s) shipped to you during the year at your expense within the applicable cancellation period listed above.

**Non-Service Subscription With Automatic Update Shipments**

- If you select the Automatic Shipment Subscription Program, you will receive and be billed for future updates without any action on your part.
- The Total Price includes the product(s) listed in this Order and any Updates for a limited period (minimum period of 30 days) after the order is placed ("Order Window"). Shipping and handling fees are not included in the Grand Total Price shown above.
- After the Order Window, all Updates will be automatically shipped to you with an invoice at the then-current Grand Total Price on a semi annual or annual basis as the Updates become available. You can expect a price increase over the current retail price. The retail price does not and will not include shipping and handling.
- You have been advised of the number of Updates and the cost related to the Updates that were made to this publication last year. The number of Updates and cost may vary due to developments in the law and other publishing issues, but you may use this as a rough estimate of future shipments. You may call Customer Support at 800-833-9844 for additional information on update frequency and price. All shipments may be returned, at your expense, for full credit of the Grand Total within 30 days of receipt.\*
- Shipments may not be returned, and no credits will be issued, more than 30 days after receipt.
- Return of a shipment, other than the initial purchase, will not cancel your subscription.
- Your enrollment in the Automatic Subscription Program may be cancelled anytime by: returning the invoice marked "CANCEL SUBSCRIPTION"; calling Customer Support at 800-833-9844; or emailing [customer.support@lexisnexis.com](mailto:customer.support@lexisnexis.com).

**Non-Service Subscription Without Automatic Update Shipments**

- The Total Price includes the product(s) listed in this Order Form and any Updates for a limited period (minimum period of 30 days) after the order is placed ("Order Window"). Shipping and handling fees are not included in the Grand Total Price shown above.
- All shipments may be returned, at your expense, for full credit of the Price within 30 days of receipt.\*
- Shipments may not be returned, and no credits will be issued, more than 30 days after receipt.
- After the Order Window, you will receive notice of Updates along with the then-current Grand Total Price and order process as Updates become available. You will only be shipped those Updates you specifically request.

\*See Additional Terms for international and book stores orders.

You acknowledge any subscription to a CD-ROM, publication, bender.com or other electronic service available from LexisNexis or any of its affiliates (each a "Legal Research Service") is subject to the terms of this Agreement and Order Form (the "Agreement"). In addition, any Legal Research Service available in electronic format is subject to the terms therein which are incorporated into the Agreement and are available online <http://www.lexisnexis.com/terms/bender/MasterAgreement/>. Your signature on this Order Form or your access to a Legal Research Service indicates your acceptance of this Agreement. This Agreement is subject to acceptance, which acceptance shall be evidenced by providing you with access to a Legal Research Service.

I have been given information about the different types of subscriptions available, including the ability to make a one-time purchase, and for each publication ordered I was provided the number of releases and upkeep cost based on the most recent experience for that publication. I understand, accept and have the authority to sign this Agreement.

Signature X

*Scott M. Felton*  
Authorized Representative ("You" or "Your")

1/5/10

Printed Name:

SCOTT M. FELTON, COUNTY JUDGE

Bar Assoc. Name & Number:

## ADDITIONAL TERMS AND CONDITIONS

**1. Entire Agreement.** The Material Terms and Additional Terms and Conditions set forth herein together with any click-through terms and conditions are incorporated by reference and constitute the entire agreement (the "Master Agreement") between you and LexisNexis, a division of Reed Elsevier Inc or any affiliated company identified herein, each a member of the LexisNexis® group of companies" ("we" or "us") with respect to the applicable "Legal Research Service" and supersedes all prior understandings and agreements, oral, written or otherwise. If we accept a purchase order ("PO") for any Legal Research Service, then the terms and conditions of your PO will not apply or become part of this Master Agreement.

**2. Definitions.** In addition to the definitions set forth in the Material Terms, the following definitions will also apply: "Product Bundles/Multi Media Discounts" means subscriptions (whether Service or Non-Service Subscriptions) which are discounted in combination with other products. If you cancel a Service Subscription pursuant to this Section 2 on any component of a Product Bundle or Multi Media Subscription, you will not be eligible for any of the discounts offered in connection with such order. You will receive a supplemental invoice for the remaining components of the Product Bundle or Multi Media order at their list price.

**"Returned Materials"** All publications, CD-ROM discs and software must be returned unused in the same condition as received.

**3. Payment Options.** Orders accompanied by full payment may be entitled to a discount. Subscription Service orders may be paid in full within 25 days from the date of your monthly statement or in equal monthly installments based on the subscription term. If payments are made in equal monthly installments, then LN or the applicable affiliated company will maintain a purchase money security interest in the product or publication until such time the outstanding charges are paid in full. All other invoices must be paid in full within 25 days from the date of your monthly statement.

**4. Late Charges.** Overdue amounts will be assessed a late payment charge that will be compounded at a monthly rate of 1.167% or the maximum provided by law, whichever is less. There is a minimum late payment charge of ten dollars (\$10.00).

**5. Shipping and Handling.** The prices listed in this Master Agreement and Order Form do not include fee for shipping and handling. These amounts will be invoiced separately and will be included in your final invoiced amount. If you have chosen the monthly billing option, these charges will be prorated over the term of the subscription and billed accordingly.

**6. Warranties/Exclusive Remedies for Publications.** WE DISCLAIM ALL WARRANTIES WITH RESPECT TO PUBLICATIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING FROM A COURSE OF

DEALING. WE DO NOT WARRANT THE ACCURACY, RELIABILITY OR CURRENTNESS OF THE MATERIAL CONTAINED IN THE PUBLICATIONS. WITH RESPECT TO A PUBLICATION, WE WARRANT IT WILL BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP FOR A PERIOD OF 30 DAYS FROM RECEIPT. YOUR EXCLUSIVE REMEDY AND OUR SOLE OBLIGATION WITH RESPECT TO A DEFECTIVE PUBLICATION SHALL BE THE RIGHT TO RETURN THE DEFECTIVE PUBLICATION FOR A REPLACEMENT COPY AT NO ADDITIONAL CHARGE.

**7. Limitation of Liability for Publications and Software.** UNDER NO CIRCUMSTANCES WILL WE BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES; OR FOR LOSS OF PROFITS, REVENUE, OR DATA; WHETHER IN AN ACTION IN CONTRACT, TORT, PRODUCT LIABILITY, STRICT LIABILITY, STATUTE OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF THOSE DAMAGES WITH RESPECT TO ANY PUBLICATION OR SOFTWARE. OUR ENTIRE LIABILITY TO YOU FOR ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH THIS MASTER AGREEMENT OR RELATING TO ANY LEGAL RESEARCH SERVICE, YOU SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES NOT TO EXCEED THE TOTAL AMOUNT YOU PAID TO US FOR THE LEGAL RESEARCH SERVICE THAT GAVE RISE TO THE CLAIM IN THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE CLAIM.

**8. Credit Investigation.** You hereby authorize us to make whatever credit investigation we deem appropriate in order to provide you with a Legal Research Service.

**9. Default.** We reserve the right to discontinue any or all of your Legal Research Service(s) if you breach any of your obligations under this Master Agreement.

**10. Collection Costs.** In the event you fail to pay any amount when due, we reserve the right to terminate the Legal Research Service(s) and retain all sums paid by you. In addition, you are responsible for all collection costs incurred by us including, but not limited to, collection agency fees, reasonable attorneys' fees and court costs. At our option, the entire amount due shall become due and payable upon your breach of any term, provision or condition of this Master Agreement. We retain a purchase money security interest in all publications and supplements until paid in full by you.

**11. Title/Expiration Period for CD-ROM Discs.** We and our licensors retain outright ownership of all CD-ROM discs. We do not require return of the CD-ROM discs delivered to you either at the end of the subscription period covering the CD-ROM discs or upon receipt by you of replacement CD-ROM discs. Consequently, you will not be able to access CD-ROM discs delivered to you after their expiration date. After the expiration date of a CD-ROM or upon receipt of an updated CD-ROM, you

will cease use of and destroy the previous or outdated CD-ROM.

**12. Assignment.** You may not assign or transfer this Master Agreement or any of your rights or obligations under this Master Agreement without our prior written consent, which consent will not be unreasonably withheld.

**13. CD-ROM and bender.com Master Agreements.** In the event of a conflict between this Master Agreement and the terms and conditions of any CD-ROM, then the terms and conditions of this Master Agreement shall control for the CD-ROM Legal Research Service. In the event of a conflict between this Master Agreement and any terms and conditions contained in bender.com, then the terms and conditions of this Master Agreement shall control for the bender.com Legal Research Service.

**14. Changes to the Agreement.** From time to time immediately upon notice to you, we may amend the existing terms and conditions of this Master Agreement. Changes to charges and payment terms may be made only upon 30 days' prior written notice to you. This Master Agreement may be immediately terminated by you upon notice to us if any such change is unacceptable to you. Your continued use of the Legal Research Service following notice to you of a change shall constitute acceptance of the respective change, but will not affect your foregoing termination rights. For termination under this Section 14 to be effective, it must be provided to us in writing within 90 days of the effective change.

**15. International and Book Store Sales.** In addition to the refund/return rights listed in the Material Terms the following rights also apply:

### **Legal Education Sales Bookstores**

Bookstores may return overstock of new, unmarked, and undamaged books at any time during the life of the current edition.

For old editions, bookstores have 12 months from the publication date of a new edition to return overstock of new, unmarked, and undamaged copies of the prior edition.

Canada – Full credit of the original price will be provided within 90 days of invoice date.

International, Virgin Islands, Puerto Rico, Hawaii, and Alaska – Full credit will be provided within 120 days of invoice date.

FILED: JAN 05 2016

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

By: KELLY FULLBRIGHT, DEPUTY

**ORDER APPROVING:**

**AUTHORIZATION OF RECORDING SYSTEM SUPPORT AGREEMENT:  
BUSINESS INFORMATION SYSTEMS, INC. (RE: COMMISSIONERS  
COURTROOM DIGITAL RECORDING & LIVE BROADCAST SYSTEM)**

On this the 5 day of January, 2016, came on for consideration the matter of Authorization of Recording System Support Agreement: Business Information Systems, Inc. (re: Commissioners Courtroom Digital Recording & Live Broadcast System). After discussion, Commissioner Jones made a motion to approve the Recording Systems Support Agreement with BIS and it was seconded by Commissioner Perry. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Gibson, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Authorization be, and the same is hereby, approved by unanimous vote.

-----

# BIS Digital

Integrating Excellence™



Business Information Systems, Inc  
1350 NE 56<sup>th</sup> Street, Suite 300 Ft. Lauderdale, FL 33334  
Phone: 954-493-7377 Fax: 954-493-6541

Tuesday, December 15, 2015

McLennan County (TX)  
214 N. 4th. St. Suite 100  
Waco, TX 76701

Attn: Melanie Hunt

RE: BIS Digital Support Agreement Renewal

**Annual Contract Term: 2/11/2016 – 2/10/2017**  
**Account #: MCL101**  
**Contract #: 17-02-A-59196**  
**Amount Due: \$1,380.96**  
**Invoice #: 69995**

Dear Ms. Hunt:

Enclosed please find your full service contract renewal agreement for the coming year.

Please sign the enclosed agreement, keeping a copy for your records, and return the original to us with your purchase order and payment. To place your contract in effect as soon as possible, you may fax your contract renewal to us at 954-493-6541.

Please remember, without a contract in place, our current per call rates will be in effect. For continuous coverage, an immediate response is greatly encouraged. Our terms are payable in advance, and will reflect a due date of: 1/15/16 (Any equipment or options added during the contract year are prorated and added at the conclusion of warranties.)

Thank you for the opportunity to serve all of your recording and transcription needs. If you have any questions please feel free to contact me at 800-834-7674 Ext.4523 or via email [Kettia.Pierre@bisdigital.com](mailto:Kettia.Pierre@bisdigital.com)

Best regards,

A handwritten signature in black ink that reads 'Kettia Pierre'.

Kettia Pierre  
BIS Digital, Inc.

Enclosures



Business Information Systems, Inc  
1350 NE 56<sup>th</sup> Street, Suite 300 Ft. Lauderdale, FL 33334  
Phone: 954-493-7377 Fax: 954-493-6541

## Recording System Support Agreement

*Between:*

**BIS Digital, Inc.**  
1350 NE 56<sup>th</sup> Street, Suite 300  
Fort Lauderdale, FL 33334-6142  
Phone: (800) 834-7674  
Fax: (877) 858-5611  
Email: support@bisdigital.com

*And:*

**McLennan County (TX)**  
214 N. 4th. St. Suite 100  
Waco, TX 76701  
Phone: (254) 757-5000  
Contract #: 17-02-A-59196

BIS Digital, Inc. or its appointed service representative agrees to provide system support for the software and hardware listed below, in accordance with the terms and conditions of this agreement.

1. **TERMS AND CONDITIONS**

- A. The term of this agreement is for a period of (12) months from the effective date. Either party upon written receipt, with a ninety 90-day notice, may cancel this agreement. In the event of early termination of service agreement, BIS Digital, Inc will refund monies based upon contract amount prepaid by customer less actual cost of service provided during abbreviated term, or pro rated amount based upon time remaining in contract term rounded to end of month of termination, whichever is less.
- B. The agreement entitles the USER to 24 hours per day, 7 days per week telephone support and on-site support Mon- Fri (8am – 5pm EST) on covered items..
- C. User training: This agreement covers all users training at the user's site during the term of agreement at mutually agreed upon times.
- D. This support agreement is for the USERS integrated system. Any changes or enhancement will be billed for additionally.
- E. Charges for maintenance and support for reasons outside of BIS Digital control, arising from neglect, negligence, misuse, acts of god or modifications to, or failures of systems software and/or hardware not covered under this contract resulting in corruption of BIS Digital software setup/configuration shall be billed at BIS Digital published rates.

2. **COVERAGES**

- A. DCR Software (all BIS Digital supplied licenses). This support agreement is for the USERS current DCR Software version. The USER is not obligated to upgrade since support is available for previous versions. DCR Software Assurance, which provides for all new feature and function upgrades, are billed for at an additional \$350/yr per system. BIS Digital will provide on-line user training as well as on-line diagnosis and repair (web connection required).
- B. Hardware (all BIS supplied Tower PC's, Servers and Video and Telco Interface Boards). BIS will provide replacement or repair. BIS Digital will repair or replace system critical parts at customer site. Customer will be responsible for shipping defective part to BIS Digital. \* Special Note: CPU and Motherboards on computers over 48 months old may no longer be available causing the computer to be obsolete. In this event, BIS will provide a \$300 computer replacement credit.
- C. Hardware Accessories (Digital Mixers, PA components, Microphones, Hearing Impaired Devices, USB Foot Controls). BIS Digital will provide replacement or repair. Customer will be responsible for shipping defective unit to BIS Digital. BIS Digital will replace or repair and ship back to customer.

Initials:

  
BIS Digital

  
Customer



Business Information Systems, Inc  
1350 NE 56<sup>th</sup> Street, Suite 300 Ft. Lauderdale, FL 33334  
Phone: 954-493-7377 Fax: 954-493-6541

- D. Excluded Hardware (Laptop Computers, All Display Monitors and Headsets). BIS Digital will handle repairs via Manufacturer's warranties (ie: Dell, Toshiba,) but will offer no extended warranties directly.
  - E. On-Site BIS Digital Technical Support. BIS Digital will provide on-site technicians for emergency service during normal working hours at no charge. Emergency is defined to be a complete system down.
3. CUSTOMER RESPONSIBILITY
- A. A proper backup of all data on a regular interval.
  - B. A USER appointed systems administrator to act as a liaison with the support department.
4. CONFIDENTIALITY
- A. BIS Digital, Inc. agrees that all data that may be entered into the system is strictly confidential and shall remain the property of the USER. Business Information Systems shall not, without prior written consent, disclose to any third party any such data acquired in connection with this agreement or any other services.
5. PAYMENT
- A. Invoices shall be sent once per year and payment shall be due in full upon receipt.
  - B. At Business Information Systems option, support coverage may be halted for non-payment of any invoice greater than sixty (60-days) beyond the due date.
6. LIABILITY
- A. In no event shall Business Information Systems, Inc. be liable for any direct or indirect losses or damages, or any other claims arising in connection with this agreement to the USER, including loss of data or earnings due to equipment down time.
  - B. Business Information Systems sole responsibility with respect to the maintenance and support shall be limited to those outlined in this agreement.
  - C. The laws of the State of Florida shall govern this agreement and any litigation shall occur in Broward County, Florida.
-

# BIS Digital

Integrating Excellence™



Business Information Systems, Inc  
1350 NE 56<sup>th</sup> Street, Suite 300 Ft. Lauderdale, FL 33334  
Phone: 954-493-7377 Fax: 954-493-6541

This contract covers the following equipment

Purchased on Invoice # 59196/ PO# 50391  
DCR to DCR2 Invoice# 69424R PO# 20155163-00  
Installed on 2/10/2010:

- DCR2 4ch Digital Recording Software for Laptop w/ Software Assurance (1)
- USB Digital Audio Mixer {s/n: 0909C1137}
- USB Foot Pedal (1)

Add Purchased on Invoice# 69424R  
Installed on 9/24/15

- 2nd Video Channel for DCR Products (1)
- DCR Live Broadcast License (1)
- Courtroom IP Camera w/15mm-50mm lens (1)
- Cables and Connectors (1)
- USB Video Capture Device (Series 2) (1)

The terms and conditions stated herein form the complete agreement between the parties. Please note: Any additions to this agreement (new systems) will be prorated to coincide with this contract.

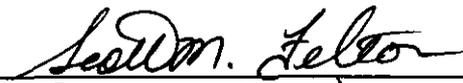
Start Date: 2/11/2016  
End Date: 2/10/2017  
Annual Cost: \$1,380.96  
Contract #: 17-02-A-59196  
Invoice #: 69995

Accepted By:

BIS Digital, Inc.

McLennan County (TX)

  
By Steve Coldren

  
By SCOTT M. FELTON

President  
Title

COUNTY JUDGE  
Title

December 15, 2015  
Date

1/5/16  
Date

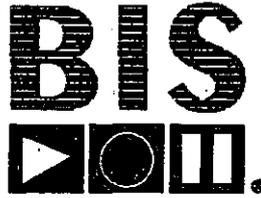
Initials:

  
BIS Digital

  
Customer

**REMIT TO:**

**Business Information Systems, Inc.**  
 1350 NE 56th Street - Suite 300  
 Fort Lauderdale, FL 33334  
 954-493-7377  
 www.bisdigital.com



**Invoice**

|            |           |
|------------|-----------|
| Date       | Invoice # |
| 12/15/2015 | 69995     |

**SOLD TO:**

McLennan County  
 Attn: Melanie Hunt  
 214 N. 4th. St. Suite 100  
 Waco. TX 76701

**SHIP TO:**

McLennan County Commissioners  
 501 Washington Ave ~ Room 214  
 Waco, TX 76701  
 Attn: Wayne Canaday

**RECEIVED**

**DEC 28 2015**

**COUNTY AUDIT**

| Cust Acct # | P.O. Number | Terms     | Due Date  | Rep |
|-------------|-------------|-----------|-----------|-----|
| MCL101      |             | SEE BELOW | 1/15/2016 | MNT |

| Item Code  | Description  | Start Date | End Date | Price Each               | Amount            |
|--|--|------------|----------|--------------------------|-------------------|
| MNT-R-D...   | #17-02-A-59196 Renewal Contract<br>BIS Digital Recording System Maintenance<br>(see attached contract for equipment list)  | 2/10/16    | 2/9/17   | 780.00                   | 780.00            |
| 0.38082 NMNT-A...  | Addendum to Existing Service Contract:<br>Coverage on equipment purchased on Invoice# 69424R with<br>first year of service expiring on 9/23/16. (annual cost of \$659<br>has been pro-rated to expire with above contract) | 9/24/16    | 2/10/17  | 659.00                   | 250.96            |
| 1 DCR SAS  | Annual DCR Software Assurance (per license) Coincides<br>with Maintenance Contract above   | 2/10/16    | 2/9/17   | 350.00                   | 350.00            |
| PAYMEN...  | Payment due in advance of contract expiration to ensure<br>continuous coverage. Please remit payment no later than<br>1/15/16  |            |          | 0.00                     | 0.00              |
| <b>017-10-05 0010-606000</b>   |  |            |          |                          |                   |
| <b>10-20-15 elm all 4 AA's</b>   |  |            |          |                          |                   |
| Please include your account number and invoice number on all payments. Thank you |  |            |          | <b>Sales Tax: (0.0%)</b> | \$0.00            |
|  |  |            |          | <b>Total Due:</b>        | <b>\$1,380.96</b> |

**FILED: JAN 05 2016**

**J.A. "ANDY" HARWELL, County Clerk  
McLennan County, Texas  
By: KELLY FULLBRIGHT DEPUTY**

**AGENDA: JANUARY 5, 2016**

**III. CONSIDERATION OF, AND/OR ACTION ON, THE FOLLOWING:**

**G. REGARDING THE COUNTY BUDGET:** *Amendments / Requests for Amendments and related Certification of Additional Revenue, if applicable / Expenditure Requests, Other Budgetary Requests*

**1. Regarding the FY 15 Budget:**

- |  |             |
|--|-------------|
| a. Budget Updates / Status Reports from County Auditor, as necessary | <b>None</b> |
|--|-------------|

**2. Regarding the FY 16 Budget:**

- |   |                 |
|---|-----------------|
| a. Road & Bridge, Precinct 4  | <b>Approved</b> |
| b. Maintenance of Equipment   | <b>Approved</b> |
| c. Certification of Local Government Code 111.07075 Additional Revenue and related Budget Amendment (re: 10 <sup>th</sup> Court of Appeals) | <b>Approved</b> |
| d. Maintenance of Buildings   | <b>Approved</b> |
| e. Consideration of and Action on Transfer of Visiting Courtroom Budget Responsibilities  | <b>Approved</b> |
| f. Authorization of Expenditure Request: Constable, Precinct 1 (re: Body Cameras)   | <b>Deferred</b> |

**CD-372, 9:42**

---

**ORDER APPROVING FY 2016 BUDGET AMENDMENTS:**

**ROAD & BRIDGE, PRECINCT 4;**

**MAINTENANCE OF EQUIPMENT;**

**CERTIFICATION OF LOCAL GOVERNMENT CODE  
111.07075 ADDITIONAL REVENUE AND RELATED BUDGET  
AMENDMENT (RE: 10TH COURT OF APPEALS)**

**AND**

**MAINTENANCE OF BUILDINGS**

On this the 5 day of January, 2016, came on for consideration the matter Regarding the FY 16 Budget: Road & Bridge, Precinct 4; Maintenance of Equipment; Certification of Local Government Code 111.07075 Additional Revenue and related Budget Amendment (re: 10<sup>th</sup> Court of Appeals) and Maintenance of Buildings. After discussion, Commissioner Perry made a motion to approve and it was seconded by Judge Felton. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Gibson, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said FY 2016 Budget Amendments be, and the same are hereby, approved by unanimous vote.

-----

## BUDGET AMENDMENT REQUEST

McLennan County Commissioners Court  
 McLennan County Courthouse  
 Waco, Texas 76701

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

Gentlemen:

I hereby request the following budget amendment for the fiscal year ending 09/30/16:

### REQUESTED INCREASE(S)

| Fund | Function | Sub-Func | Dept # | Dept Name | Object (Acct.#) | Account Description     | Current Budget | Requested Increase | Amended Budget |
|------|----------|----------|--------|-----------|-----------------|-------------------------|----------------|--------------------|----------------|
| 001  | 25       | 59       | 3640   | R&B 4     | 502000          | Furniture and Equipment | 1              | 1,644              | 1,645          |
|      |          |          |        |           |                 |                         | -              | -                  | -              |
|      |          |          |        |           |                 |                         | -              | -                  | -              |
|      |          |          |        |           |                 |                         | -              | -                  | -              |
|      |          |          |        |           |                 | <b>Total Increases</b>  |                | <b>1,644</b>       |                |

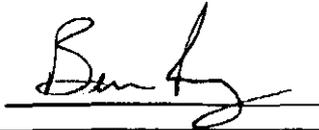
### REQUESTED DECREASE(S)

| Fund | Function | Sub-Func | Dept # | Dept Name | Object (Acct.#) | Account Description    | Current Budget | Requested Decrease | Amended Budget |
|------|----------|----------|--------|-----------|-----------------|------------------------|----------------|--------------------|----------------|
| 001  | 25       | 59       | 3640   | R&B 4     | 999999          | Contingencies          | 150,000        | 1,644              | 148,356        |
|      |          |          |        |           |                 |                        | -              | -                  | -              |
|      |          |          |        |           |                 |                        | -              | -                  | -              |
|      |          |          |        |           |                 |                        | -              | -                  | -              |
|      |          |          |        |           |                 | <b>Total Decreases</b> |                | <b>1,644</b>       |                |

**BUDGET AMENDMENT JUSTIFICATION:**

This budget amendment is requested to move \$1,644 from "contingencies" in the R&B Precinct 4 department to "furniture and equipment" for the purchase of a laser transit for fiscal year 2016.

Respectfully Submitted  
Requestor:



Approved as to form  
County Auditor



Approved by  
Commissioners Court  
County Judge



1/5/16

**FILED: JAN 05 2016**

J.A. "ANDY HARWELL, County Clerk  
 McLennan County, Texas  
 By: KELLY FULLBRIGHT DEPUTY

**BUDGET AMENDMENT REQUEST**

RECEIVED  
JAN 04 2016  
COUNTY AUDITOR

McLennan County Commissioners Court  
McLennan County Courthouse  
Waco, Texas 76701

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

Gentlemen:

I hereby request the following budget amendment for the fiscal year ending 09/30/16:

**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       | 606001         | Radio Tower            | 12,688         | 4,512              | 17,200         |
|      |          |          |        |           |                |                        | -              | -                  | -              |
|      |          |          |        |           |                |                        | -              | -                  | -              |
|      |          |          |        |           |                |                        | -              | -                  | -              |
|      |          |          |        |           |                | <b>Total Increases</b> |                | 4,512              |                |

**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          | 1,208,968      | 4,512              | 1,204,456      |
|      |          |          |        |           |                |                        | -              | -                  | -              |
|      |          |          |        |           |                |                        | -              | -                  | -              |
|      |          |          |        |           |                |                        | -              | -                  | -              |
|      |          |          |        |           |                | <b>Total Decreases</b> |                | 4,512              |                |

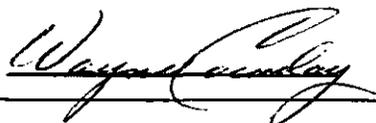
**BUDGET AMENDMENT JUSTIFICATION:**

This budget amendment is requested to increase the "radio tower" line item in the Maintenance of Equipment department within the General Fund by moving from "contingencies" for unexpected expenses related to the radio tower for fiscal year 2016.

Respectfully Submitted  
Requestor:

Approved as to form  
County Auditor

Approved by  
Commissioners Court  
County Judge





1/05/16

FILED: JAN 05 2016

J.A. "ANDY HARWELL, County Clerk  
McLennan County, Texas  
By: KELLY FULLBRIGHT DEPUTY

**Stan Chambers, CPA  
County Auditor**



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

January 5, 2016

Commissioners Court  
McLennan County, Texas

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

Gentlemen:

Pursuant to Local Government Code Section 111.07075, I hereby certify the proceeds from the interlocal agreement entered into with the Tenth Court of Appeals for the purpose of relocating an air handler from the fourth floor of the Courthouse to the attic at the expense of the Tenth Court of Appeals.

|                                    |              |
|------------------------------------|--------------|
| Proceeds from Interlocal Agreement | \$ 27,150.00 |
|------------------------------------|--------------|

The preceding revenue was not included in the McLennan County revenue estimates in the adopted budget for fiscal year 2016.

Sincerely,

Stan Chambers, CPA  
County Auditor

APPROVED BY COMMISSIONERS COURT  
THIS 5 DAY OF JAN 20 16  
  
COUNTY JUDGE

# BUDGET AMENDMENT REQUEST

McLennan County Commissioners Court  
 McLennan County Courthouse  
 Waco, Texas 76701

**Re: Supplemental Budget Amendment for Additional Certified Revenue**

Gentlemen:

I hereby request the following budget amendment for the fiscal year ending 09/30/16:

### 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       | 96,151         | 27,150             | 123,301        |
|      |          |          |        |           |                 |                     |                |                    | -              |
|      |          |          |        |           |                 |                     |                |                    | -              |
|      |          |          |        |           |                 |                     |                |                    | -              |
|      |          |          |        |           |                 |                     |                |                    | -              |
|      |          |          |        |           |                 | Total               |                | 27,150             |                |

### CERTIFIED REVENUE INCREASE

| Fund | Function | Sub-Func | Dept # | Dept Name | Object (Acct:#) | Account Description          | Current Budget | Requested Increase | Amended Budget |
|------|----------|----------|--------|-----------|-----------------|------------------------------|----------------|--------------------|----------------|
| 401  | 01       | 00       | 0001   | Non-Dept  | 369979          | Interlocal Agreement Charges | -              | 27,150             | 27,150         |
|      |          |          |        |           |                 |                              |                |                    | -              |
|      |          |          |        |           |                 |                              |                |                    | -              |
|      |          |          |        |           |                 |                              |                |                    | -              |
|      |          |          |        |           |                 |                              |                |                    | -              |
|      |          |          |        |           |                 | Total                        |                | 27,150             |                |

**BUDGET AMENDMENT JUSTIFICATION:**

To record supplemental budget provided through Certification of Revenue for interlocal agreement with the Tenth Court of Appeals.

Respectfully Submitted  
Requestor:

Approved as to form  
County Auditor

Approved by  
Commissioners' Court  
County Judge




1/05/16

**FILED: JAN 05 2016**

J.A. "ANDY HARWELL, County Clerk  
 McLennan County, Texas  
 By: KELLY FULLBRIGHT DEPUTY

## BUDGET AMENDMENT REQUEST

McLennan County Commissioners Court  
 McLennan County Courthouse  
 Waco, Texas 76701

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

Gentlemen:

I hereby request the following budget amendment for the fiscal year ending 09/30/16:

### 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       | 501000         | Supplies                | 47,500         | 559                | 48,059         |
| 001                    | 10       | 05       | 0110   | MOB       | 502000         | Furniture and Equipment | 11,930         | 3,885              | 15,815         |
| 001                    | 10       | 05       | 0190   | Co Wide   | 999999         | Contingencies           | 1,204,456      | 2,806              | 1,207,262      |
|                        |          |          |        |           |                |                         | -              | -                  | -              |
| <b>Total Increases</b> |          |          |        |           |                |                         |                | <b>7,250</b>       |                |

### REQUESTED DECREASE(s)

| Fund                   | Function | Sub-Func | Dept # | Dept Name  | Object (Acct#) | Account Description | Current Budget | Requested Decrease | Amended Budget |
|------------------------|----------|----------|--------|------------|----------------|---------------------|----------------|--------------------|----------------|
| 001                    | 10       | 05       | 7920   | Cap Outlay | 701000         | Capital Outlay      | 1,150,782      | 7,250              | 1,143,532      |
|                        |          |          |        |            |                |                     | -              | -                  | -              |
|                        |          |          |        |            |                |                     | -              | -                  | -              |
|                        |          |          |        |            |                |                     | -              | -                  | -              |
| <b>Total Decreases</b> |          |          |        |            |                |                     |                | <b>7,250</b>       |                |

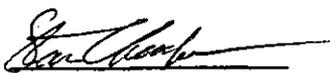
#### BUDGET AMENDMENT JUSTIFICATION:

This budget amendment is requested to increase the "supplies" and "furniture and equipment" line items in the Maintenance of Buildings department within the General Fund by moving from the Capital Outlay department. The original budget included \$7,250 for a bulb crusher but it has been decided that it is not needed. The Maintenance of Buildings department is in the need of landscaping equipment and supplies.

Respectfully Submitted  
Requestor:

Approved as to form  
County Auditor

Approved by  
Commissioners Court  
County Judge


1/05/16

**Equipment List for Inmate Landscaping Crew  
2015**

|                             | <b>Brand</b>      | <b>Model</b>   | <b>Price</b> | <b>Quantity</b> | <b>Cost</b> | <b>Store</b> |
|-----------------------------|-------------------|----------------|--------------|-----------------|-------------|--------------|
| <b>Push Mower</b>           | Toro              | 20353          | \$399.00     | 4               | \$1,596.00  | HD           |
| <b>String Timmer</b>        | Echo              | SRM-225        | \$219.00     | 3               | \$657.00    | HD           |
| <b>Back Pack Blower</b>     | Echo              | PB-755ST       | \$429.00     | 1               | \$429.00    | HD           |
| <b>Chain Saw</b>            | Echo              | CS-400-18      | \$299.00     | 1               | \$299.00    | HD           |
| <b>Hedge Trimmer</b>        | Echo              | HC-152         | \$289.00     | 1               | \$289.00    | HD           |
| <b>Back Pack Sprayer</b>    | Echo              | MS-401         | \$89.97      | 1               | \$89.97     | HD           |
| <b>Push Spreader</b>        | Agri-Fab          | 45-0388        | \$63.63      | 1               | \$63.63     | HD           |
| <b>Shovels (Round) S</b>    | Kobalt            | PRL-F-K-34324  | \$25.98      | 2               | \$51.96     | Lowes        |
| <b>Shovels (Square) S</b>   | Kobalt            | PCL-F-K-34323  | \$25.98      | 2               | \$51.96     | Lowes        |
| <b>Spades S</b>             | Kobalt            | PEP-16F-K34326 | \$29.98      | 2               | \$59.96     | Lowes        |
| <b>Scoop Shovels S</b>      | Blue Hawk         | 77540-950      | \$24.98      | 5               | \$124.90    | Lowes        |
| <b>Push Brooms S</b>        | Libman            | 823            | \$24.49      | 5               | \$122.45    | HD           |
| <b>Gas Cans (5 gal) S</b>   | Briggs & Stratton | W508           | \$19.98      | 2               | \$39.96     | HD           |
| <b>Gas Cans (2.5 gal) S</b> | Briggs & Stratton | W228           | \$14.98      | 2               | \$29.96     | HD           |
| <b>Hand Trowels S</b>       | Worth Garden      | 2852           | \$6.60       | 5               | \$33.00     | HD           |
| <b>Gloves S</b>             | Firm Grip         | 5033-27        | \$4.46       | 10              | \$44.60     | HD           |
| <b>Wheelbarrow</b>          | True Temper       | CP6DWUT8       | \$89.97      | 2               | \$179.94    | HD           |
|                             |                   |                |              |                 |             |              |
|                             |                   |                | <b>Total</b> | 49              | \$4,162.29  |              |

*Towing Package to Pull Trailer*

281.28

**TOTAL**

\$4,443.57

FILED: JAN 05 2016

J.A. "ANDY" HARWELL, County Clerk  
McLennan County, Texas  
By: KELLY FULLBRIGHT DEPUTY

**ORDER APPROVING:**  
**ACTION ON TRANSFER OF**  
**VISITING COURTROOM BUDGET RESPONSIBILITIES**  
**RE: FY16 BUDGET**

On this the 5 day of January, 2016, came on for consideration the matter Regarding the FY 16 Budget: Consideration of and Action on Transfer of Visiting Courtroom Budget Responsibilities. After discussion, Commissioner Jones made a motion to approve and it was seconded by Commissioner Perry. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Gibson, Commissioner Jones and Commissioner Perry. It is ordered by the Court that the said Authorization be, and the same is hereby, approved by unanimous vote.

-----

Stan Chambers, CPA  
County Auditor



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

January 5, 2016

Commissioners Court  
McLennan County, Texas

**RE: Visiting Courtroom**

Gentlemen:

The budget for the visiting courtroom was originally put under the oversight of Judge Strother (19<sup>th</sup> District Court). All budget requests and expenditure approvals were the responsibility of this department. At this time both the 19<sup>th</sup> District Court and the District Clerk feel it would be more efficient for the District Clerk to have these duties pertaining to the visiting courtroom. We would like to request that the responsibility for the budget for the visiting courtroom be transferred to the District Clerk.

Sincerely,

Stan Chambers, CPA  
County Auditor

FILED: JAN 05 2016

J.A. "ANDY HARWELL, County Clerk  
McLennan County, Texas  
By: KELLY FULLBRIGHT DEPUTY

APPROVED BY COMMISSIONERS COURT  
THIS 5 DAY OF JAN 20 16  
  
COUNTY JUDGE

**ORDER DEFERRING:**

**AUTHORIZATION OF EXPENDITURE REQUEST:  
CONSTABLE, PRECINCT 1 (RE: BODY CAMERAS)**

**RE: FY16 BUDGET**

On this the 5 day of January, 2016, came on for consideration the matter Regarding the FY 16 Budget: Authorization of Expenditure Request: Constable, Precinct 1 (re: Body Cameras). After discussion, Commissioner Gibson made a motion to defer and it was seconded by Commissioner Snell. After further discussion, a vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Gibson, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said FY 2016 Authorization be, and the same is hereby, deferred by unanimous vote.

\* \* \* \* \*

**AGENDA: JANUARY 5, 2016**

**III. CONSIDERATION OF, AND/OR ACTION ON, THE FOLLOWING:**

**J. GRANTS / PROPOSALS / SPECIAL PROJECTS:** Authorization of Grant Applications / Contracts / Grant Administration & Reporting Matters / Consulting Services / Pay Apps / Change Orders / Bids / Invoices / Legal Matters, related Legal matters / Documents

1. Regarding the FY 16 State Homeland Security Grant Program: **Approved**  
Authorization of Grant Application Submission

**CD-372, 9:55**

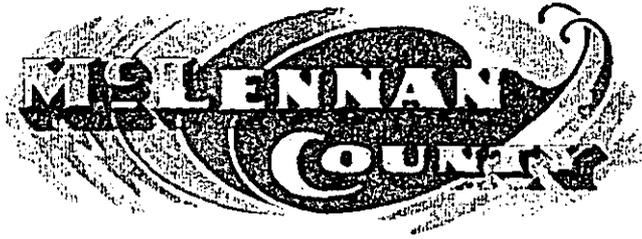
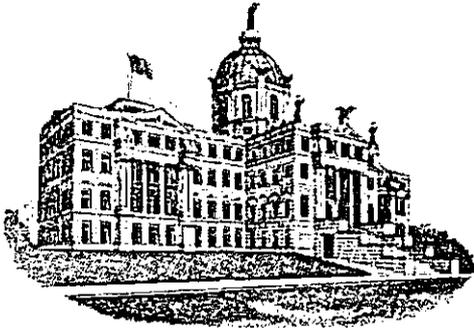
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**ORDER APPROVING:**

**AUTHORIZATION OF GRANT APPLICATION SUBMISSION**  
**RE: THE FY 16 STATE HOMELAND SECURITY GRANT PROGRAM**

On this the 5 day of January, 2016, came on for consideration the matter Regarding the FY 16 State Homeland Security Grant Program: Authorization of Grant Application Submission. After discussion, Commissioner Perry made a motion to approve J. 1. and it was seconded by Commissioner Jones. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Gibson, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Authorization be, and the same is hereby, approved by unanimous vote.

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WACO, TEXAS

Wayne Canaday  
Director Radio Shop  
623 Washington Ave.  
Waco, Texas 76701

Date: December 23, 2015

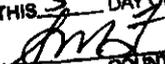
To: Commissioner's Court

Re: SHSP 2016 GRANT

Request approval from Commissioner's Court to apply for 2016 State Homeland Security Grant. This is a no match grant to be used for replacement of the counties voter receiver system used by the Sheriff Office and McLennan County VFD.

Thank You

Wayne Canaday

APPROVED BY COMMISSIONERS COURT  
THIS 5 DAY OF JAN 20 16  
  
COUNTY JUDGE



Mayor Bryan Ferguson  
President

Judge Justin Lewis  
Vice-President

Mayor Edith Omberg  
Secretary/Treasurer

Russell Devorsky  
Executive Director

*Heart of Texas*  
**Council of Governments**

November 23, 2015

**RE: FY 2016 State Homeland Security Program**

Dear Heart of Texas Council of Governments (HOTCOG) Regional Officials,

It is time to call for 2016 State Homeland Security Program (SHSP) regional projects. The SHSP grant program is now administered by the Office of the Governor through the Texas eGrants electronic system. We anticipate that the Heart of Texas Council of Governments (HOTCOG) regional funding allocation will be similar to the last few years of \$550,000. It is pertinent that you take a serious look at the risks, threats, vulnerability, and consequences needs of your jurisdiction and prioritize, in order of importance, any project that you submit. Like previous years, the FY2016 applications will be subject to a threat and risk prioritization with a priority on regional projects. Types of projects and equipment funded in the past that address terrorism include; emergency preparedness planning, homeland security threat issues, critical infrastructure security, emergency management software, communication equipment, public warning and emergency notification systems, first responder training and exercises, training and equipment for swift water rescue teams, regional hazardous material team, regional bomb squad, and community emergency response teams (CERT).

Listed below is a brief summary of the grant requirements:

Who can apply:

Incorporated municipalities, counties, regional councils of governments, and recognized Indian tribes, senior universities or colleges, and nonprofit organizations.

Eligibility Requirements:

Some of the eligibility requirements are compliance, policy, and documentation for the National Incident Management System (NIMS), a Texas Regional Response Network (TRRN) account with listed grant funded resources, current and approved county emergency management plans at the intermediate level, an A-133 Single Audit requirement for agencies that have received over \$500,000 in state or federal grants, a registered agency DUNS number, an agency registration in the System for Award Management (SAM), and a county compliance of 90% for adults and juveniles with the Criminal History Disposition Report. Any other eligibility requirements, information, or changes from the State will be provided as soon as released.

Application Process:

Additional information, timelines, documents and applications can be found at [www.hotready.com](http://www.hotready.com) under the SHSP Toolkit icon. Download the FY 2016 SHSP regional electronic application. **The jurisdiction will complete and submit the electronic application to the HOTCOG staff at 1514 S. New Road, Waco or by email to [ens@hot.cog.tx.us](mailto:ens@hot.cog.tx.us).** All final applications and projects will be entered into the State of Texas eGrants system by HOTCOG staff. After entry, jurisdictional representatives will be required to review the eGrants entry for correctness and the jurisdiction's Authorized Official must submit the entry to the state by February 29, 2016.

New state requirements for participating and submitting a FY2016 SHSP Regional application:

- At least one individual from each applying jurisdiction **must** attend one of the FY2016 Mandatory Grant Application Workshops.
- Each applying jurisdiction **must** have a representative/presenter attend the EPAC Meeting at 9:00 AM, February 10, 2016 at the HOTCOG building 1514 S. New Road, Waco, TX to provide application information and answer committee questions. Jurisdictional presentation times will be provided to each applicant.

The following timeline is provided for the HOTCOG FY2016 SHSP application process. Please note that this timeline and entire process is subject to the changes from the region or state.

December 8, 2015 - FY16 \*Mandatory Grant Application Workshop – 9:00 AM at HOTCOG  
December 15, 2015 - FY16 \*Mandatory Grant Application Workshop – 1:30 PM at HOTCOG  
December 15, 2015 - 2016 SHSP Application Period Opens  
February 1, 2016 - FY16 Electronic Applicants Submission Deadline  
February 10, 2016 - FY16 SHSP Application Presentation Q&A – 9:00 AM at HOTCOG  
August 31, 2016 - Federal and State Award Notices Released (Tentative)

**\*Applicants are only required to attend one Mandatory Application Workshop**

If you should have questions, please do not hesitate to contact me at (254) 292-1893 or [Harold.Ferguson@hot.cog.tx.us](mailto:Harold.Ferguson@hot.cog.tx.us) or Boyce Wilson at (254) 292-1892 or [Boyce.Wilson@hot.cog.tx.us](mailto:Boyce.Wilson@hot.cog.tx.us).

Sincerely,



Harold Ferguson  
Homeland Security Manager  
Heart of Texas Council of Governments

FILED: JAN 05 2016

J.A. "ANDY HARWELL, County Clerk  
McLennan County, Texas  
By: KELLY FULLBRIGHT DEPUTY

**AGENDA: JANUARY 5, 2016**

**III. CONSIDERATION OF, AND/OR ACTION ON, THE FOLLOWING:**

**L. CONSENT AGENDA ITEMS:**

1. ***Reading/Approval of Previous Meeting Minutes; Acceptance of Amendments / Supplements / Corrections; Recording into the Court Minutes of Previously Approved Documents, Items Not Requiring Court Action, HB 914 Conflict Disclosure Statements, as applicable*** **Approved**
- a. ***Recording of Commissary License Agreement: Keefe Commissary Network, LLC (re: McLennan County Jail Commissary)*** **Approved**
2. ***Financial Obligations of McLennan County:***
  - a. ***Authorization for County Treasurer to Pay County Checks / Wire / Electronic Transfers Issued Since Last Authorization*** **Approved**
  - b. ***County Treasurer: Interest / Investment Reports / Authorizations / Recording of McLennan County Investment Policy / Acknowledgment Forms / Pooled Cash Account Balance Reports*** **Approved**
3. ***Human Resources / Salary Matters: Benefits / Status Forms / Revisions to Salary Schedules; Authorizations Regarding Human Resources Issues / Revisions to Human Resources Policies; Compensation / Classification Issues / Personnel Reviews / Reclassifications / Administrative Guidelines; Consultant Reports / Recommendations, Job Descriptions / Postings / Approvals Necessary for Statutory or Constitutional Qualifications / Acceptance of Resignations of Appointed or Elected Department Heads***
  - a. ***Constable, Precinct 1*** **Pulled**
4. ***Authorizations / Ratifications Re: RFPs / RFQ's / Bids / Advertisements / Publications / Public Notices / Sole Source Determinations / Surplus / Scrap Property Determinations / Recording of Legal Notifications***
  - a. ***Authorization of Advertisements for RFQ's / Bids / RFP's / Public Notices*** **None**
5. ***Travel and/or Education Requests / Ratifications:***
  - a. ***Texas A&M AgriLife Extension*** **Approved**
  - b. ***District Attorney*** **Approved**
6. ***Acceptance / Non Acceptance of Officials / County Department Head / Staff / Organization Reports / Updates; Policy Recommendations; Reports relative to County Contracts / Agreements / Programs; Recording of Educational or Insurance Certificates / Awards / Bonds / Recording of Conflict Disclosure Statements, Presentations to the Court***
  - a. ***Waco-McLennan County Public Health District: Recording of 2015 Annual Report*** **Approved**

- b. Regarding the County Judges and Commissioners Association of Texas Conference: Recording of Educational Certifications
  - 1) Commissioner, Precinct 2 **Approved**
  - 2) Commissioner, Precinct 4 **Approved**
- c. Property / Casualty Insurance Committee: Recording of Meeting Notes **Approved**
- d. Purchasing: Monthly Activity Report, December 2015 **Pulled**
- e. Health Services Department: Monthly Activity Report, December 2015 **Pulled**
- 7. *Commissioners Court, discussion on, consideration of and / or Action on:*
  - a. Ratification of Purchase / Designation of Authorized Purchaser: **None**
  - b. Authorization re: Burn Ban in the Unincorporated Areas of McLennan County **Remains lifted**
  - c. Regarding Americans with Disabilities Act Compliance Project: **Approved**
  - d. Regarding the Establishment of a Regulatory Traffic Sign on Freedman Drive in Precinct 4:
    - 1) Public Hearing on Proposed Regulatory Traffic Sign **Pulled**
    - 2) Consideration of and/or Action to Approve Establishment of a Regulatory Traffic Sign on Freedman Drive **Pulled**
  - e. Authorization re: Maintenance of Buildings Cell Phone Request **Approved**
  - f. Regarding the McLennan County Indigent Health Care Program: Authorization of Policy Revisions:
    - 1) Fraud Policy and Procedures **Pulled**
    - 2) CIHCP Policy Regarding Sponsored Aliens **Pulled**
  - g. Discussion and/or Action regarding the Property / Casualty Insurance Committee including Committee Member Additions **Pulled**

**ORDER APPROVING CONSENT AGENDA ITEMS**

On this 5 day of January, 2016, came on for consideration the matter of reviewing and approving the Consent Agenda Items. Judge Felton stated that we need to pull items L. 3. a., L. 6. d., L. 6. e., L. 7. d., L. 7. f. 1. and 2., and L. 7. g. Commissioner Perry made a motion to approve (the consent agenda items with the exemption of L. 3. a., L. 6. d., L. 6. e., L. 7. d., L. 7. f. 1. and 2., and L. 7. g.) and it was seconded by Commissioner Jones. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Gibson, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Consent Agenda Items be, and the same are hereby, approved by unanimous vote.

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Recording of Authorization of Service Contract: Dunbar Armored, Inc. (Re: Armored Transport Services approved by Order on November 24, 2015 and recorded on Page 19 of these minutes.

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ACCEPTED BY COMMISSIONERS COURT  
THIS 5 DAY OF JAN 20 16  
[Signature]  
COUNTY JUDGE

For  
RECORDING

**DUNBAR ARMORED, INC.  
SERVICE CONTRACT #48000892**

CONTRACT executed November 20, 2015 by and between:

1. **DUNBAR ARMORED, INC.** ("DUNBAR") and  
50 SCHILLING ROAD  
HUNT VALLEY, MD 21031
2. **MCLENNAN COUNTY** ("CUSTOMER")  
215 N 5TH ST. SUITE 226  
WACO, TX 76701

**WITNESSETH**

DUNBAR agrees, subject to the Terms and Conditions of the Contract, that it will accept and issue a receipt for sealed and locked containers, containing currency, coin, checks, securities, or any other valuable item(s) from the listed CUSTOMER location(s) and deliver such containers in like condition, against receipt to the listed depository, and/or to accept from the listed depository sealed and locked containers for delivery to the listed CUSTOMER location(s) in like condition and against receipt therefor.

**SCHEDULE OF SERVICE AND SERVICE RATES**

**Service Location(s):**

| # | Location  |
|---|---|
| 1 | ADULT PROBATION<br>504 NORTH 6 STREET<br>WACO, TX 76701 |

| Services              | Service Days (See Legend) |   |    |   |    |   |    | Maximum Shipments         | Depository(ies) | Schedule of Rates   |   |   |
|-----------------------|---------------------------|---|----|---|----|---|----|---------------------------|-----------------|---|---|---|
|                       | Su                        | M | Tu | W | Th | F | Sa |                           |                 |   |   |   |
| Deposit Pickup        |                           |   |    |   |    |   |    | Cash & Check Combined     | \$35,000        | Bank Of America<br>Central Cash Vault<br>300 Convent Street<br>San Antonio, Tx<br>78205 | Per Month Per Location<br>Per Hldy Exc Ny Estr Thks & Xmas-on Call<br>Per \$1000 Over Stated Max Amt<br>Per Item Over 3 Items Per Trip<br>Per Minute Over 6 On Premises | \$357.50<br>\$55.00<br>\$0.28<br>\$1.00<br>\$2.00 |
| Change Order Delivery |                           |   |    |   |    |   |    | Change Order Per Location | \$5,000         | Bank Of America<br>Central Cash Vault<br>300 Convent Street<br>San Antonio, Tx<br>78205 | Included in Monthly Rate  | \$0.00  |

**Service Location(s):**

| # | Location                             |
|---|--------------------------------------|
| 2 | JP2<br>929 ELM AVE<br>WACO, TX 76704 |

| Services              | Service Days (See Legend) |   |    |   |    |   |    | Maximum Shipments         | Depository(ies) | Schedule of Rates   |   |   |
|-----------------------|---------------------------|---|----|---|----|---|----|---------------------------|-----------------|---|---|---|
|                       | Su                        | M | Tu | W | Th | F | Sa |                           |                 |   |   |   |
| Deposit Pickup        |                           |   |    |   |    |   |    | Cash & Check Combined     | \$10,000        | Bank Of America<br>Central Cash Vault<br>300 Convent Street<br>San Antonio, Tx<br>78205 | Per Month Per Location<br>Per Hldy Exc Ny Estr Thks & Xmas-on Call<br>Per \$1000 Over Stated Max Amt<br>Per Item Over 3 Items Per Trip<br>Per Minute Over 6 On Premises | \$357.50<br>\$55.00<br>\$0.28<br>\$1.00<br>\$2.00 |
| Change Order Delivery |                           |   |    |   |    |   |    | Change Order Per Location | \$5,000         | Bank Of America<br>Central Cash Vault<br>300 Convent Street<br>San Antonio, Tx<br>78205 | Included in Monthly Rate  | \$0.00  |

This Contract shall be effective December 1, 2015, and shall serve as a temporary contract for a maximum period of thirty (30) days. Upon countersignature by an executive officer at DUNBAR's Headquarters, this Contract becomes a final Contract and shall remain effective in full force and effect for one year from the effective date and thereafter from year-to-year, subject to the right of termination upon either party giving the other party written notice of such intention at least ninety (90) days prior to any anniversary date.

**THIS CONTRACT IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE REVERSE SIDE HEREOF.**

**DUNBAR ARMORED, INC.**

**MCLENNAN COUNTY**

Signed by: Scott Temples - AE - Code #0368

Customer Signature Authorization

Countersigned by: Seth R. McElroy  
VP Administration

SCOTT M. FELTON, COUNTY JUDGE  
Print or Type Name & Title

11/24/15

**Service Days Frequency Legend**

**WK** Weekly      **OC** On Call

**Attachments**

The Following Attachments are Hereby Incorporated in the Contract:

- Schedule of Service
- Deposit Verification Rider
- Dunbar EZChange Rider
- Exhibit A

**Dunbar** The Most Trusted Name In Security



## TERMS AND CONDITIONS

1. DUNBAR represents that it carries insurance with a responsible insurance company covering its liability as stated in this Contract for loss of or damage to property consigned to it hereunder and that it carries insurance which, subject to the terms and limits of the Contract or Contracts pertaining thereto, covers liability to third persons for damage incurred to them by reason of accidents for which DUNBAR is legally responsible and DUNBAR agrees to keep such insurance in force during the full life of this Contract.
2. The maximum liability for any cargo loss for property consigned to DUNBAR hereunder shall be the lesser sum of the liability assumed in this Contract as stated on the Schedule of Service and Service Rates, the value as stated in DUNBAR'S receipt for the sealed bags, packages or cassettes (containers) accepted or the actual cash value of any property lost or damaged. DUNBAR shall not be liable for any special, consequential or incidental losses or damage, including loss of interest, under any theory of liability.
3. Responsibility of DUNBAR for containers under this Contract shall begin when said containers have been accepted and receipted for by an AUTHORIZED EMPLOYEE of DUNBAR. Responsibility of DUNBAR for containers under this Contract shall end when said containers have been accepted and receipted for by the consignee or upon return to the shipper. If for any reason delivery to the consignee may not be completed, the said containers shall be returned to shipper. DUNBAR uses sophisticated scanners with barcode technology and tracking capability. It is understood and agreed that DUNBAR retains the right to provide CUSTOMER access to electronic signatures in lieu of hard copy receipts.
4. CUSTOMER agrees that all shipments of monies, notes, securities and other valuable property shall be contained in securely locked or sealed containers at the time of delivery to DUNBAR. DUNBAR shall not be obligated to receive any container not properly locked or sealed to its satisfaction. In the event that any container delivered to DUNBAR is not properly locked or sealed to its satisfaction, DUNBAR shall under no circumstances be liable or responsible for any shortage claimed with respect to the contents of such container. CUSTOMER further agrees that DUNBAR shall not be liable for any mysterious disappearance of, shortage of, or damage to the contents of any container unless the container was properly sealed at the time of delivery to DUNBAR and shows evidence of tampering at the time DUNBAR delivers said container to the consignee and the consignee immediately notes in writing the evidence of tampering on DUNBAR'S receipt document. Absent notation on DUNBAR'S receipt document by the consignee at the time of receipt, DUNBAR shall have no liability to CUSTOMER for sealed containers received by the consignee.
5. CUSTOMER agrees to maintain a complete record as to maker and amount of all checks placed in any shipment given to DUNBAR and in case of loss, or damage, to promptly, diligently and completely cooperate with DUNBAR in the identification and replacement of lost, destroyed or stolen checks contained in any such shipment. Complete cooperation shall include, but not be limited to, requests by CUSTOMER to makers of the missing checks to issue duplicates and in the event the makers refuse to do so, then to assert all its legal and equitable rights against said makers or to subrogate such rights to DUNBAR and its assigns. DUNBAR'S liability in the event of loss, destruction or theft of checks shall in all events be limited to payment for the reconstruction of such checks. Notwithstanding the foregoing, reconstruction cost shall be limited to \$25,000 per occurrence.
6. Upon discovery of a claim for loss or damage under this Contract, CUSTOMER shall promptly report the same to the appropriate police authorities and shall maintain and preserve all evidence. Within ten (10) days after discovery of any loss, but in no event more than sixty (60) days after delivery to DUNBAR of the funds, securities, instruments and/or valuable articles in connection with such claim is asserted, CUSTOMER shall give notice of claim in writing to DUNBAR. If the CUSTOMER fails to comply with the conditions of this paragraph 6, CUSTOMER agrees that all claims against DUNBAR relating to the lost or damaged items are deemed to be waived and released. Within thirty (30) days after the giving of written notice of any claim for loss or damage under this Contract, CUSTOMER shall furnish to DUNBAR detailed written proof of such loss or damage in form satisfactory to DUNBAR'S insurer. CUSTOMER agrees to cooperate with and assist DUNBAR'S insurer in its adjustment of any loss. No action, suit or other proceeding to recover from any such loss or damage shall be maintained against DUNBAR unless CUSTOMER complies with all of the terms and conditions of this Contract, and unless such proceeding is commenced within twelve (12) months of the day of receipt by DUNBAR of the funds, securities, instruments and/or valuable articles with respect to which such suit, action or proceeding shall be brought. If it is determined that any of the provisions of this paragraph are invalid, then the notice requirements and the time for suit stated herein shall be the shortest limit of time allowable under applicable law. This Contract and all claims hereunder will be governed by the laws of the State of Texas, and all claims, suits, or proceedings brought against DUNBAR to recover for loss or damage must be brought in a court within the jurisdiction of the State of Texas.
7. It is expressly agreed by the CUSTOMER that the provisions of this Contract dealing with the total aggregate value to be accepted by DUNBAR from the CUSTOMER for delivery to the Depository, or from the Depository for delivery to the CUSTOMER, may not be waived or amended by any employee or agent of DUNBAR, except with the written consent of a corporate officer of DUNBAR. DUNBAR will not be liable for loss or damage to property or money consigned to it in excess of the maximum liability which DUNBAR agrees to accept for consignment under this Contract as stated in the Schedule of Service and Service Rates, unless this Contract has an Excess Liability clause. CUSTOMER understands that additional liability coverage is available and can be adjusted by Endorsement to this Contract. Changes in liability may result in adjustment of fees.
8. It is understood and agreed that DUNBAR shall not be responsible for any loss or damage caused by hostile or warlike action or any governmental seizure or by atomic weapons, nuclear reaction or radiation or radioactive contamination, whether controlled or uncontrolled, whether such loss be direct or indirect, proximate or remote. The phrase "hostile or warlike action or governmental seizure" is understood by CUSTOMER and DUNBAR to incorporate the provisions of the War Exclusion Clause adopted by the Inland Marine Underwriters and filed by the Inland Marine Insurance Bureau in all states.
9. DUNBAR shall not be liable for nonperformance or delays not caused by its fault or neglect, or for nonperformance or delays caused by strikes, riots, insurrection, acts of God or the public enemy, or means beyond its control.
10. In the event CUSTOMER issues a purchase order or other similar document in connection with the service to be provided in accordance with the Contract, it shall be for CUSTOMER'S internal purposes only and, therefore, even if it is acknowledged by DUNBAR, the terms and conditions of such document will have no effect on this Contract and the terms and conditions of this Contract shall nevertheless be controlling.
11. DUNBAR makes no warranties, express or implied, and expressly disclaims any and all warranties, except as stated herein.
12. An interest charge of one and one half percent (1 1/2%) per month of the amount unpaid, or such lesser rate as required by law, is due and payable to DUNBAR on all invoices not paid in full within thirty (30) days of the invoice date. As to invoices remaining unpaid beyond thirty (30) days, CUSTOMER agrees to pay, in addition to all service charges previously accrued, all DUNBAR'S costs of collection.
13. DUNBAR shall have the right to increase the charges provided for herein at any time after the expiration of one (1) year from the effective date of this Contract upon giving CUSTOMER written notice thirty (30) days in advance of such increase. Notwithstanding the foregoing, the rates for service may be increased in interim periods before the expiration of one (1) year from the effective date of this Contract and with reasonable written notice to CUSTOMER if there is a change in economic conditions arising out of any energy (fuel) or insurance crisis which causes an appreciable increase in DUNBAR'S cost of performing services under this Contract.
14. The provisions of this Agreement shall be binding upon the respective successors and assigns of the parties hereto, including any successor by way of any merger, consolidation, reorganization or other transaction involving any party hereto and/or its affiliates.
15. DUNBAR agrees to provide CUSTOMER with a receipt book and an initial supply of scanning cards at no cost to the CUSTOMER. Replacement receipt books and scanning cards will be provided at DUNBAR'S standard fees for such supplies.
16. CUSTOMER agrees that CUSTOMER has NO right to offset amounts owed to DUNBAR.
17. CUSTOMER understands and agrees that DUNBAR is entering this Contract to provide services outlined herein subject to the terms and conditions stated above. DUNBAR accepts the duties and responsibilities of this Contract only with the acceptance of and compliance with the terms and conditions stated above. Any claims made by CUSTOMER must be subject to these conditions, whether filed under contract, tort, warranty, strict liability, bailment, conversion, or any other theory of liability.
18. DUNBAR and CUSTOMER agree that this agreement may be terminated on September 30 of any year by either party with 60 days written notice by one party to the other party.

Any changes to the above Terms and Conditions are subject to approval of DUNBAR'S executive management at its Headquarters.

DUN162REV.09/12modified

**DUNBAR ARMORED, INC. SERVICE CONTRACT #48000892**  
Schedule of Service (continued)265278

**Service Location(s):**

| # | Location                                    |
|---|---|
| 3 | JP5<br>1800 RICHTER STE A<br>WACO, TX 76711 |

| Services              | Service Days (See Legend) |   |    |   |    |   |    | Maximum Shipments                    | Depository(ies)   | Schedule of Rates   |   |
|-----------------------|---------------------------|---|----|---|----|---|----|--------------------------------------|---|---|---|
|                       | Su                        | M | Tu | W | Th | F | Sa |                                      |   |   |   |
| Deposit Pickup        |                           |   |    |   |    |   |    | Cash & Check Combined<br>\$10,000    | Bank Of America<br>Central Cash Vault<br>300 Convent Street<br>San Antonio, Tx<br>78205 | Per Month Per Location<br>Per Hldy Exc Ny Estr Thks & Xmas-<br>on Call<br>Per \$1000 Over Stated Max Amt<br>Per Item Over 3 Items Per Trip<br>Per Minute Over 6 On Premises | \$119.08<br>\$55.00<br>\$0.28<br>\$1.00<br>\$2.00 |
| Change Order Delivery |                           |   |    |   |    |   |    | Change Order Per Location<br>\$5,000 | Bank Of America<br>Central Cash Vault<br>300 Convent Street<br>San Antonio, Tx<br>78205 | Included in Monthly Rate  | \$0.00  |

**Service Location(s):**

| # | Location   |
|---|--|
| 4 | COURTHOUSE<br>DISTRICT CLERK<br>219 NORTH 6TH STREET<br>WACO, TX 76701 |

| Services              | Service Days (See Legend) |   |    |   |    |   |    | Maximum Shipments                    | Depository(ies)   | Schedule of Rates   |   |
|-----------------------|---------------------------|---|----|---|----|---|----|--------------------------------------|---|---|---|
|                       | Su                        | M | Tu | W | Th | F | Sa |                                      |   |   |   |
| Deposit Pickup        |                           |   |    |   |    |   |    | Cash & Check Combined<br>\$150,000   | Bank Of America<br>Central Cash Vault<br>300 Convent Street<br>San Antonio, Tx<br>78205 | Per Month Per Location<br>Per Hldy Exc Ny Estr Thks & Xmas-<br>on Call<br>Per \$1000 Over Stated Max Amt<br>Per Item Over 3 Items Per Trip<br>Per Minute Over 6 On Premises | \$357.50<br>\$55.00<br>\$0.28<br>\$1.00<br>\$2.00 |
| Change Order Delivery |                           |   |    |   |    |   |    | Change Order Per Location<br>\$5,000 | Bank Of America<br>Central Cash Vault<br>300 Convent Street<br>San Antonio, Tx<br>78205 | Included in Monthly Rate  | \$0.00  |

**Service Location(s):**

| # | Location   |
|---|--|
| 5 | RECORDS BUILDING<br>RECORDING<br>215 NORTH 5TH STREET STE 223A<br>WACO, TX 76701 |

| Services              | Service Days (See Legend) |   |    |   |    |   |    | Maximum Shipments                    | Depository(ies)   | Schedule of Rates   |   |
|-----------------------|---------------------------|---|----|---|----|---|----|--------------------------------------|---|---|---|
|                       | Su                        | M | Tu | W | Th | F | Sa |                                      |   |   |   |
| Deposit Pickup        |                           |   |    |   |    |   |    | Cash & Check Combined<br>\$10,000    | Bank Of America<br>Central Cash Vault<br>300 Convent Street<br>San Antonio, Tx<br>78205 | Per Month Per Location<br>Per Hldy Exc Ny Estr Thks & Xmas-<br>on Call<br>Per \$1000 Over Stated Max Amt<br>Per Item Over 3 Items Per Trip<br>Per Minute Over 6 On Premises | \$176.00<br>\$55.00<br>\$0.28<br>\$1.00<br>\$2.00 |
| Change Order Delivery |                           |   |    |   |    |   |    | Change Order Per Location<br>\$5,000 | Bank Of America<br>Central Cash Vault<br>300 Convent Street<br>San Antonio, Tx<br>78205 | Included in Monthly Rate  | \$0.00  |

**Service Location(s):**

| # | Location  |
|---|---|
| 6 | RECORDS BUILDING / COURT<br>215 N 5TH ST. SUITE 201<br>WACO, TX 76701 |

| Services              | Service Days (See Legend) |   |    |   |    |   |    | Maximum Shipments                    | Depository(ies)   | Schedule of Rates   |   |
|-----------------------|---------------------------|---|----|---|----|---|----|--------------------------------------|---|---|---|
|                       | Su                        | M | Tu | W | Th | F | Sa |                                      |   |   |   |
| Deposit Pickup        |                           |   |    |   |    |   |    | Cash & Check Combined<br>\$15,000    | Bank Of America<br>Central Cash Vault<br>300 Convent Street<br>San Antonio, Tx<br>78205 | Per Month Per Location<br>Per Hldy Exc Ny Estr Thks & Xmas-<br>on Call<br>Per \$1000 Over Stated Max Amt<br>Per Item Over 3 Items Per Trip<br>Per Minute Over 6 On Premises | \$114.40<br>\$55.00<br>\$0.28<br>\$1.00<br>\$2.00 |
| Change Order Delivery |                           |   |    |   |    |   |    | Change Order Per Location<br>\$5,000 | Bank Of America<br>Central Cash Vault   | Included in Monthly Rate  | \$0.00  |

AKS

Customer's Initials

Dunbar The Most Trusted Name In Security



DUNBAR ARMORED, INC. SERVICE CONTRACT #48000892

Schedule of Service (continued) 265278

| Services | Service Days (See Legend) |   |    |   |    |   |    | Maximum Shipments | Depository(ies)                                | Schedule of Rates |
|----------|---------------------------|---|----|---|----|---|----|-------------------|--|-------------------|
|          | Su                        | M | Tu | W | Th | F | Sa |                   |  |                   |
|          |                           |   |    |   |    |   |    |                   | 300 Convent Street<br>San Antonio, Tx<br>78205 |                   |

Service Location(s):

| # | Location  |
|---|---|
| 7 | RECORDS BUILDING/TAX OFFICE<br>AUTOMBLE DEPT<br>215 N 5TH ST. SUITE 226<br>WACO, TX 76701 |

| Services                 | Service Days (See Legend) |   |    |   |    |   |    | Maximum Shipments                    | Depository(ies)   | Schedule of Rates  |
|--------------------------|---------------------------|---|----|---|----|---|----|--------------------------------------|---|--|
|                          | Su                        | M | Tu | W | Th | F | Sa |                                      |   |  |
| Deposit Pickup           |                           |   |    |   |    |   |    | Cash & Check Combined<br>\$80,000    | Bank Of America<br>Central Cash Vault<br>300 Convent Street<br>San Antonio, Tx<br>78205 | Per Month Per Location<br>Per Hldy Exc Ny Estr Thks & Xmas-<br>on Call<br>Per \$1000 Over Stated Max Amt<br>Per Item Over 3 Items Per Trip<br>Per Minute Over 6 On Premises<br>\$176.00<br>\$55.00<br>\$0.28<br>\$1.00<br>\$2.00 |
| Change Order Delivery    |                           |   |    |   |    |   |    | Change Order Per Location<br>\$5,000 | Bank Of America<br>Central Cash Vault<br>300 Convent Street<br>San Antonio, Tx<br>78205 | Included in Monthly Rate<br>\$0.00   |
| Special Trips (Per Trip) |                           |   |    |   |    |   |    | Cash & Check Combined<br>\$80,000    | Bank Of America<br>Central Cash Vault<br>300 Convent Street<br>San Antonio, Tx<br>78205 | Per Trip<br>Per \$1000 Over Stated Max Amt<br>Per Item Over 3 Items Per Trip<br>Per Minute Over 6 On Premises<br>\$50.00<br>\$0.28<br>\$1.00<br>\$2.00   |

Service Location(s):

| # | Location   |
|---|--|
| 8 | RECORDS BUILDING/ TAX OFFICE<br>PROPERTY DEPT<br>215 N 5TH ST. SUITE 118<br>WACO, TX 76701 |

| Services                 | Service Days (See Legend) |   |    |   |    |   |    | Maximum Shipments                    | Depository(ies)   | Schedule of Rates  |
|--------------------------|---------------------------|---|----|---|----|---|----|--------------------------------------|---|--|
|                          | Su                        | M | Tu | W | Th | F | Sa |                                      |   |  |
| Deposit Pickup           |                           |   |    |   |    |   |    | Cash & Check Combined<br>\$30,000    | Bank Of America<br>Central Cash Vault<br>300 Convent Street<br>San Antonio, Tx<br>78205 | Per Month Per Location<br>Per Hldy Exc Ny Estr Thks & Xmas-<br>on Call<br>Per \$1000 Over Stated Max Amt<br>Per Item Over 3 Items Per Trip<br>Per Minute Over 6 On Premises<br>\$176.00<br>\$55.00<br>\$0.28<br>\$1.00<br>\$2.00 |
| Change Order Delivery    |                           |   |    |   |    |   |    | Change Order Per Location<br>\$5,000 | Bank Of America<br>Central Cash Vault<br>300 Convent Street<br>San Antonio, Tx<br>78205 | Included in Monthly Rate<br>\$0.00   |
| Special Trips (Per Trip) |                           |   |    |   |    |   |    | Cash & Check Combined<br>\$30,000    | Bank Of America<br>Central Cash Vault<br>300 Convent Street<br>San Antonio, Tx<br>78205 | Per Trip<br>Per \$1000 Over Stated Max Amt<br>Per Item Over 3 Items Per Trip<br>Per Minute Over 6 On Premises<br>\$50.00<br>\$0.28<br>\$1.00<br>\$2.00   |

Service Location(s):

| # | Location   |
|---|--|
| 9 | COUNTY JAIL<br>3201 EAST HIGHWAY 6<br>WACO, TX 76705 |

| Services              | Service Days (See Legend) |   |    |   |    |   |    | Maximum Shipments                    | Depository(ies)   | Schedule of Rates  |
|-----------------------|---------------------------|---|----|---|----|---|----|--------------------------------------|---|--|
|                       | Su                        | M | Tu | W | Th | F | Sa |                                      |   |  |
| Deposit Pickup        |                           |   |    |   |    |   |    | Cash & Check Combined<br>\$70,000    | Bank Of America<br>Central Cash Vault<br>300 Convent Street<br>San Antonio, Tx<br>78205 | Per Month Per Location<br>Per Hldy Exc Ny Estr Thks & Xmas-<br>on Call<br>Per \$1000 Over Stated Max Amt<br>Per Item Over 3 Items Per Trip<br>Per Minute Over 6 On Premises<br>\$189.36<br>\$55.00<br>\$0.28<br>\$1.00<br>\$2.00 |
| Change Order Delivery |                           |   |    |   |    |   |    | Change Order Per Location<br>\$5,000 | Bank Of America<br>Central Cash Vault<br>300 Convent Street<br>San Antonio, Tx<br>78205 | Included in Monthly Rate<br>\$0.00   |

Service Location(s):

  
Customer's Initials

Dunbar The Most Trusted Name In Security



**DUNBAR ARMORED, INC. SERVICE CONTRACT #48000892**  
Schedule of Service (continued)265278

| #  | Location   |
|----|--|
| 10 | COURTHOUSE JP 1-1<br>500 WASHINGTON AVE STE 104D<br>WACO, TX 76701 |

| #  | Location  |
|----|---|
| 11 | COURTHOUSE JP 1-2<br>500 WASHINGTON AVE STE 108<br>WACO, TX 76701 |

| Services                 | Service Days (See Legend) |   |    |   |    |   |    | Maximum Shipments            | Depository(ies) | Schedule of Rates   |   |   |
|--------------------------|---------------------------|---|----|---|----|---|----|------------------------------|-----------------|---|---|---|
|                          | Su                        | M | Tu | W | Th | F | Sa |                              |                 |   |   |   |
| Deposit Pickup           |                           |   |    |   |    |   |    | Cash & Check<br>Combined     | \$6,000         | Bank Of America<br>Central Cash Vault<br>300 Convent Street<br>San Antonio, Tx<br>78205 | Per Month Per Location<br>Per Hldy Exc Ny Estr Thks & Xmas-<br>on Call<br>Per \$1000 Over Stated Max Amt<br>Per Item Over 3 Items Per Trip<br>Per Minute Over 6 On Premises | \$233.64<br><br>\$55.00<br>\$0.28<br>\$1.00<br>\$2.00 |
| Change Order<br>Delivery |                           |   |    |   |    |   |    | Change Order Per<br>Location | \$5,000         | Bank Of America<br>Central Cash Vault<br>300 Convent Street<br>San Antonio, Tx<br>78205 | Included in Monthly Rate  | \$0.00  |

DUNBAR agrees to provide CUSTOMER with a receipt book and an initial supply of scanning cards at no cost to the CUSTOMER. Replacement receipt books and scanning cards will be provided at DUNBAR's standard fees for such supplies.

Excess declared deposit amounts will be transported at the rate stated above per thousand. It is understood and agreed that CUSTOMER will notify DUNBAR prior to said deposit amounts being shipped. This notification may take place at the point when the DUNBAR guard signs for said shipment and its "said to contain" value. DUNBAR's liability for excess cash and checks shall remain consistent with the terms and conditions as set forth in the Contract. Excess cash will be fully insured; checks will be subject to reconstruction.

**Holidays:** On Call  
Excluding: New Year's, Easter, Thanksgiving, Christmas

Texas License #B06573 Issued By: Texas Board of Private Investigators and Private Security Agencies  
313 East Anderson Lane, Suite 200, Austin, TX 78752 / (512) 463-5545

FILED: JAN 05 2016

J.A. "ANDY HARWELL, County Clerk  
McLennan County, Texas  
By: KELLY FULLBRIGHT DEPUTY



Customer's Initials

Dunbar The Most Trusted Name In Security



Recording of Authorization of Advance Funding Agreement for Bridge Replacement or Rehabilitation off the State System re: CR 489 (S. Czech Road) over Rice Creek (NBI Structure # 09-161-0-AA04-89-002) and Related Economically Disadvantaged Counties Program Information Sheet / Affidavit re: The Texas Department of Transportation Off-System Bridge Replacement Project approved by Order on December 1, 2015 and recorded on Page 33 of these minutes.

---

RECEIVED

DEC 30 2015

McLENNAN CO.  
JUDGE

ACCEPTED BY COMMISSIONERS COURT  
THIS 5 DAY OF JAN 20 16  
*[Signature]*  
COUNTY JUDGE

*For RECORDING*



# Texas Department of Transportation

125 EAST 11<sup>TH</sup> STREET | AUSTIN, TEXAS 78701-2483 | (512) 463-8588 | WWW.TXDOT.GOV

Received

DEC 21 2015

September 14, 2015

McLennan County Judge

Honorable Scott Felton  
McLennan County Judge  
PO Box 1728  
Waco, Texas 76701-1728

RE: Participation Waived Project for Off-System Bridge Replacement  
0909-22-174; S. Czech Road over Rice Creek (AA04-89-002; Map # 651)

Dear Judge Felton,

Enclosed are your originals of the fully executed Advance Funding Agreement for the replacement of the above mentioned bridge. This agreement provides for your cash portion to be waived, and structural improvements performed in dollar amount equivalent match work on the projects mentioned in the agreement. At this time you may begin work on your equivalent match projects. You will have a maximum of three years from the date the project lets to perform the equivalent match work. Please notify us by letter, or e-mail, with pictures, when the work has been completed.

If you have any questions, please call Brenda Franklin, at 254/867-2747.

Sincerely,

Victor Goebel, P.E.  
Project Development Engineer

## Enclosures

cc: Michael Bolin, P.E.  
Paul F. Cepak, P.E.  
Solomon Thomas, P.E.

## OUR GOALS

MAINTAIN A SAFE SYSTEM • ADDRESS CONGESTION • CONNECT TEXAS COMMUNITIES • BEST IN CLASS STATE AGENCY

An Equal Opportunity Employer

CSJ # 0909-22-174  
District # 09 (WAC)  
Code Chart 64 #50161  
Project: CR 489 (S CzechRd) over Rice Crk  
NBI Structure # 09-161-0-AA04-89-002  
Federal Highway Administration  
CFDA #20.205  
Not Research and Development

STATE OF TEXAS       §

COUNTY OF TRAVIS     §

**ADVANCE FUNDING AGREEMENT  
For Bridge Replacement or Rehabilitation  
Off the State System**

**THIS Advance Funding Agreement (the Agreement)** is made by and between the State of Texas, acting by and through the Texas Department of Transportation, called the "State", and the county of McLennan acting by and through its duly authorized officials, called the "Local Government."

**WITNESSETH**

**WHEREAS**, Title 23 United States Code Section 144 authorizes federal funds to assist the states in the replacement or rehabilitation of deficient bridges located on public highways, roads, and streets, including those under the jurisdiction of local governments; and

**WHEREAS**, the Texas Transportation Code Sections 201.103 and 222.052 establish that the State shall plan and make policies for the construction of a comprehensive system of state highways and public roads in cooperation with local governments; and

**WHEREAS**, the Local Government owns one or more bridges on a public road or street located at CR 489 (Local designation S Czech Road) over Rice Creek and these bridges are included in the currently approved off-state system federal-aid Highway Bridge Replacement and Rehabilitation Program (HBRRP) as authorized by Texas Transportation Commission Minute Order Number 114335, dated August 2015; and

**WHEREAS**, the Governing Body of the Local Government has approved entering into this Agreement by resolution or ordinance, which is attached to and made a part of this agreement as Attachment A for the development of the specific programmed replacement or rehabilitation project, called the "Project". The Project is identified in the location map shown as Attachment B, which is attached to and made a part of this agreement.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth, it is agreed as follows:

CSJ # 0909-22-174  
District # 09 (WAC)  
Code Chart 64 #50161  
Project: CR 489 (S CzechRd) over Rice Crk  
NBI Structure # 09-161-0-AA04-89-002  
Federal Highway Administration  
CFDA #20.205  
Not Research and Development

## AGREEMENT

### 1. Period of this Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until terminated as provided in Article 2.

### 2. Termination of this Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to develop the project and the project does not proceed, in which case the Local Government agrees to reimburse the State for one-hundred percent (100%) of its reasonable actual direct and indirect costs incurred for the project; or
- D. The project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may at its discretion terminate the agreement.

### 3. Amendments

Amendments to this Agreement may be made due to changes in the character of the work, the terms of the Agreement, or the responsibilities of the parties. Amendments shall be enacted through a mutually agreed upon written amendment executed by all parties to this Agreement.

### 4. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

### 5. Scope of Work

The scope of work for this Agreement is the replacement or rehabilitation of the bridges identified in the recitals of this Agreement. This replacement or rehabilitation shall be accomplished in the manner described in the plans, specifications, and estimates developed in accordance with this Agreement and which are incorporated in this agreement by reference.

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**6. Right of Way and Real Property**

- A. The Local Government is responsible for the provision and acquisition of all necessary right of way and will not be reimbursed with federal or state funds for the required right of way.
- B. The Local Government authorizes the State, its consultant, contractor, or other designated representative to enter the sites of these bridges and adjacent right of way or relocation right of way to perform surveys, inspections, construction, and other activities necessary to replace or rehabilitate these bridges and approaches.

**7. Adjustment of Utilities**

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

**8. Environmental Assessment and Mitigation**

Development of the Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- A. The State is responsible for the identification and assessment of any environmental problems associated with the development of the Project governed by this Agreement.
- B. Cost participation in environmental assessment and remediation work shall be paid by the parties in the same ratio as construction costs and will be included in the construction costs identified in Attachment D, Estimate of Direct Costs.
- C. The State is responsible for providing any public meetings or public hearings required for development of the environmental assessment.
- D. The State will not begin construction of the Project until identified environmental problems have been remediated, unless provided for otherwise.

**9. Compliance with Texas Accessibility Standards and ADA**

All parties to this Agreement shall ensure that the plans for and the construction of the Project subject to this Agreement are in compliance with the Texas Accessibility

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Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

**10. Architectural and Engineering Services**

The State is responsible for performance of any required architectural or preliminary engineering work. The Local Government may review and comment on the work as required to accomplish the public purposes of the Local Government. The State will cooperate fully with the Local Government in accomplishing these local public purposes to the degree permitted by state and federal law. The Local Government review shall not unduly delay the development of the Project.

**11. Construction Responsibilities**

- A. The State shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. Upon completion of the Project, the State will issue a "Notification of Completion" acknowledging the Project's construction completion.

**12. Project Maintenance**

After the Project has been completed, the Local Government shall accept full ownership, and operate and maintain the facilities authorized by this Agreement for the benefit of and at no charge of toll to the public. This covenant shall survive the completion of construction under this Agreement.

**13. Local Project Sources and Uses of Funds**

- A. A Project Cost Estimate is provided in Attachment D, Estimate of Direct Costs.
- B. Attachment D provides a source of funds estimate as well as the estimated direct preliminary engineering, construction engineering, and construction costs for the Project in total and by the Local Government.
- C. The required Local Government participation is based solely upon the State's estimate of the eligible work at the time this Agreement is executed and will not be adjusted during construction except as needed to include any Project cost item or portion of a cost item ineligible for state or federal participation. In

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addition to its share of estimated direct engineering and construction costs, the Local Government is responsible for the direct cost of any project cost item or portion of a cost item that is not eligible for federal participation under the federal HBRRP. The Local Government is also responsible for any cost resulting from changes made at the request of the Local Government. The State and the Federal Government will not reimburse the Local Government for any work performed before federal spending authority is formally obligated to the Project by the Federal Highway Administration. After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information.

- D. If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.
- E. After execution of this Agreement, but thirty (30) days prior to the performance of any work by the State, the Local Government shall remit to the State the amount specified in Attachment D for the Local Government's contribution for preliminary engineering. The Local Government will pay, at a minimum, its funding share for this estimated cost of preliminary engineering.
- F. Forty-five (45) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction costs and any other costs owed.
- G. If, at the completion or termination of the Project, the State determines that additional funding is required by the Local Government, the State shall notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.
- H. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied to the State Project.

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- I. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.
- J. The State will not pay interest on any funds provided by the Local Government.
- K. The Local Government funding participation responsibilities include Project direct costs only, except when the Project is terminated before completion at the request of the Local Government as addressed in the Termination provision of this Agreement.
- L. The amounts shown on Attachment D are estimates only. If actual costs exceed the estimates, this shall be considered a fixed price agreement, and no additional funding shall be required of the Local Government except to the extent that the additional costs result from changes made at the request of the Local Government or to the extent that the additional costs are not eligible for federal participation under the federal HBRRP. If actual costs are less than the estimates, Local Government participation shall be recalculated based on actual costs. If the recalculation results in a reduction in participation by the Local Government, the State shall pay the difference to the Local Government upon completion of the Project.
- M. Under the provisions of Texas Transportation Code Section 222.053 certain counties qualify as Economically Disadvantaged Counties (EDC) in comparison to other counties in the state as below average per capita property value, below average per capita income, and above average unemployment, for certain years. If applicable, in consideration of such EDC status that may be applicable for the Project, the required local match fund participation has been adjusted to Three, point five, percent (3.5%.)
- N. The State will not execute the contract for the construction of a Project until the required funding has been made available by the Local Government in accordance with this Agreement.
- O. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- P. The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices

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more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

**14. Performance by Local Government of Equivalent-Match Projects (EMP) in Return for Waiver of Local Match Participation Funding on Participation-Waived Projects (PWP)**

- A. Applicability.** If a request for waiver has been received and approved by the State's District Engineer, then the required ten percent matching fund participation or percent as adjusted for EDC consideration, as shown in Attachment D, Estimate of Direct Costs, but excluding ineligible costs under the bridge program, is waived. This waiver is based on the commitment of the Local Government to spend an equivalent amount of funds for structural or safety improvement on "other" bridge structures and other conditions as specified in 43 TAC Section 15.55(d). If a waiver has been granted, the Project shall be defined to be a PWP and the work on the "other" bridge structures that will be improved by the Local Government shall be defined to be the EMPs. Attachment C to this Agreement shows a list of EMPs under this Agreement.
- B. Project Cost Estimate for PWP.** Attachment D to this Agreement shows the estimated direct preliminary engineering, construction engineering, and construction costs for the PWP in total and local match fund participation being waived or partially waived.
- C. Credit Against EMP Work.** Any local match fund participation that has already been paid, or which the Local Government is agreeable to paying to the State, will be credited against EMP work to be performed by the Local Government. If applicable, this credit will be reflected in Attachment D to this Agreement.
- D. Responsibilities of the Local Government on EMPs.**
  1. The Local Government shall be responsible for all engineering and construction, related costs, and compliance with all applicable state and federal environmental regulations and permitting requirements.
  2. The structural or safety improvement work on the EMPs shall be performed subsequent to the final execution of this Agreement but within three (3) calendar years after the earliest contract award of the related PWPs.
  3. Written documentation, suitable for audit, of the structural or safety improvement work completed on the EMPs shall be kept on file by the Local Government for four (4) years after completion of work or claims, lawsuits, or audits related to those items, whichever is longer. A notice of completion of work on the EMPs shall be delivered to the State's District Engineer no later than thirty (30) calendar days after work is completed on the EMPs.

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4. Failure by the Local Government to adequately complete the EMPs within the stated three-year period shall result in the Local Government being excluded from receiving such waivers for a minimum of five (5) years.

E. Funding of Ineligible or Additional Work Not Waived. Regardless of any waiver of eligible program costs, the Local Government shall pay the State one-hundred percent (100%) of the cost of any PWP item or portion of a cost item that is not eligible for federal or state participation, and one-hundred percent (100%) of the costs resulting from additional work on the PWP performed solely at the request of the Local Government. If the ineligible or additional work is preliminary engineering, the payment shall be made at least thirty (30) days prior to the beginning of preliminary engineering work on the PWP. If the ineligible or additional work is for construction or construction engineering, the payment shall be made at least forty-five (45) days prior to the date set for receipt of bids for construction of the PWP.

**15. Notices**

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

State: Director, Bridge Division  
Texas Department of Transportation  
125 E. 11<sup>th</sup> Street  
Austin, Texas 78701

Local Government: Honorable Scott M. Felton  
McLennan County Judge  
PO Box 1728  
Waco, TX 76701-1728

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

**16. Legal Construction**

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement

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shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

**17. Responsibilities of the Parties**

The parties to this Agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

**18. Ownership of Documents**

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

**19. Compliance with Laws**

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

**20. Sole Agreement**

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the subject matter of this Agreement.

**21. Office of Management and Budget (OMB) Cost Principles**

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

**22. Procurement and Property Management Standards**

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

CSJ # 0909-22-174  
District # 09 (WAC)  
Code Chart 64 #50161  
Project: CR 489 (S CzechRd) over Rice Crk  
NBI Structure # 09-161-0-AA04-89-002  
Federal Highway Administration  
CFDA #20.205  
Not Research and Development

**23. Inspection of Books and Records**

The parties to the Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal Highway Administration (FHWA) and the U.S. Office of the Inspector General, or their duly authorized representatives, for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, the FHWA, and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

**24. Civil Rights Compliance**

The parties to this Agreement shall comply with the regulations of the U.S. Department of Transportation as they relate to nondiscrimination (49 CFR Part 21 and 23 CFR Part 200), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

**25. Disadvantaged Business Enterprise (DBE) Program Requirements**

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity and attachments found at web address [http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou\\_attachments.pdf](http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf).
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-

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discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

**26. Debarment Certifications**

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the State, to furnish a copy of the certification.

**27. Lobbying Certification**

In executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal 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

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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.

- B. 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 federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. 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.

**28. Federal Funding Accountability and Transparency Act Requirements**

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
  - 1. Obtain and provide to the State, a Central Contracting Registry (CCR) number (Federal Acquisition Regulation, Part 4, Sub-part 4.1100) if this award provides for more than \$25,000 in Federal funding. The CCR number may be obtained by visiting the CCR web-site whose address is:  
<https://www.sam.gov/portal/public/SAM/>;
  - 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website  
<http://fedgov.dnb.com/webform/>; and
  - 3. Report the total compensation and names of its top five (5) executives to the State if:
    - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and

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- ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

**29. Successors and Assigns**

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this Agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this Agreement.

**30. Local Government Restrictions**

In the case that the Local Government has an existing, future, or proposed local ordinance, commissioners court order, rule, policy, or other directive that is more restrictive than the state or federal regulations that results in an increase cost to the State for the project, the local government is responsible for all increased costs associated with the ordinance, order, policy, directive, or change.

**31. Single Audit Report**

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR 200.
- B. If threshold expenditures are met during the Local Government's fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at <http://www.txdot.gov/inside-txdot/office/audit/contact.html>. The expenditure threshold for fiscal years beginning prior to December 31, 2014 is \$500,000; the expenditure threshold for fiscal years beginning on or after December 31, 2014 is \$750,000.
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$\_\_\_\_\_ expenditure threshold and therefore, are not required to have a single audit performed for FY\_\_\_\_\_."
- D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

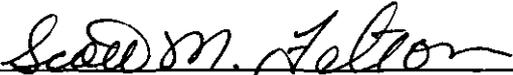
**32. Signatory Warranty**

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

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Project: CR 489 (S CzechRd) over Rice Crk  
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Federal Highway Administration  
CFDA #20.205  
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**THIS AGREEMENT IS EXECUTED** by the State and the Local Government in duplicate.

**THE LOCAL GOVERNMENT**

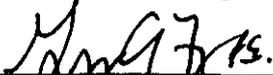
  
\_\_\_\_\_  
Signature

Scott M. Felton  
\_\_\_\_\_

McLennan County Judge  
\_\_\_\_\_

12/01/15  
\_\_\_\_\_  
Date

**THE STATE OF TEXAS**

  
\_\_\_\_\_  
Gregg A. Freeby, P.E.  
Director, Bridge Division  
Texas Department of Transportation

12-4-15  
\_\_\_\_\_  
Date

CSJ # 0909-22-174  
District # 09 (WAC)  
Code Chart 64 #50161  
Project: CR 489 (S CzechRd) over Rice Crk  
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**ATTACHMENT A**  
**RESOLUTION OR ORDINANCE OF LOCAL GOVERNMENT**

CSJ # 0909-22-174  
District # 09 (WAC)  
Code Chart 64 #50161  
Project: CR 489 (S CzechRd) over Rice Crk  
NBI Structure # 09-161-Q-AA04-89-002  
Federal Highway Administration  
CFDA #20.205  
Not Research and Development

**RESOLUTION FOR WAIVER OF THE LOCAL MATCH FUND  
PARTICIPATION ON THE APPROVED FEDERAL  
OFF-SYSTEM BRIDGE PROGRAM  
NBI Number AA04-89-002  
Precinct 3**

The State of Texas  
County of McLennan

WHEREAS, the federal off-system bridge program is administered by the Texas Department of Transportation (the State) to replace or rehabilitate structurally deficient and functionally obsolete (collectively referred to as deficient) bridges located on public roads and streets off the designated state highway system; and,

WHEREAS, McLennan County (County), hereinafter referred to as the Local Government owns a bridge located at Rice Creek on CR 489 Local Designation South Czech Hall Road, National Bridge Inventory (NBI) Structure Number AA04-89-002, Map #651, and,

WHEREAS, a project to remedy the bridge is included in the currently approved program of projects as authorized by Texas Transportation Commission Minute Order Number 114335 dated August 2015, Control-Section-Job (CSJ) Number 0909-22-174; and,

WHEREAS, the usual fund participation ratio for projects on such program is 80 percent federal, 10 percent State and 10 percent Local Government. But as McLennan County is designated as an Economically Disadvantaged County and receives an adjustment of 65 percent of the 10 percent, the Local Government participation ratio is thereby 3.5 percent; and,

WHEREAS, Texas Administrative Code, Title 43, Section 15.55(d) (43 TAC Section 15.55(d)) provides that under specified conditions the Local Government match fund participation requirement may be waived with agreement by the Local Government to perform, or cause to be performed, an equivalent dollar amount of structural improvement work on other deficient bridges or deficient mainlane cross-drainage structures within its jurisdiction, such a project of structural improvement work being referred to as an "equivalent-match project"; and,

WHEREAS, the estimated local match fund participation requirement on the approved federal off-system bridge projects is Seventeen Thousand Twelve Dollars (\$17,012), hereinafter referred to as the "participation-waived project", such participation requirement the Local Government proposes be waived and in return perform or cause to be performed equivalent-match project structural improvement work,

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF McLENNAN COUNTY, TEXAS:

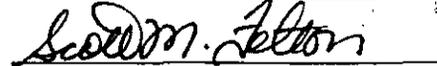
THAT the Local Government perform, or cause to be performed, the following equivalent-match projects in return for waiver of the local match fund participation requirement on the approved federal off-system bridge program (participation-waived) project not yet awarded:

| Location & NBI Structure              | On School Bus Route? | Description of Structural Improvement Work  | Estimated Cost |
|---------------------------------------|----------------------|---|----------------|
| Old RR Road @ Snake Creek AA04-54-001 | Yes                  | Construct Dual Retaining Walls to Repair/Prevent Erosion Damage to Bridge South Approach (no work to be performed on bridge structure). | \$30,681       |

BE IT FURTHER RESOLVED THAT in receiving this waiver the Local Government acknowledges its obligation to conform with all conditions of 43 TAC Section 15.55(d); such conditions that include but are not restricted to the following:

1. The Local Government must be currently in compliance with load posting and closure regulations as defined in National Bridge Inspection Standards under US Code of Federal Regulations, Title 23, Section 650.303.
2. The equivalent-match project work increases the load capacity of the existing bridge or other mainlane cross-drainage structure, or upgrades the structure to its original load capacity with a minimum upgrade to safely carry school bus loading.
3. In performing, or causing to be performed, the equivalent-match project(s), the Local Government assumes all responsibility for engineering and construction, and complying with all applicable state and federal environmental regulations and permitting requirements for the structures being improved.
4. The work on the proposed equivalent-match project(s) has not begun and will not begin until the local match fund participation waiver approval process has been completed.
5. The Local Government will be allowed three years after the contract award of the participation-waived project to complete structural improvement work on the equivalent-match project(s).
6. Should this waiver request be approved, an appropriate written agreement or amendment to a previously executed agreement will be executed between the State and Local Government.

RESOLVED this 17 day of November, 2015, by McLennan County Commissioners Court on the motion of Commissioner Jones and seconded by Commissioner Perry, by a vote of 5 ayes to 0 nays.

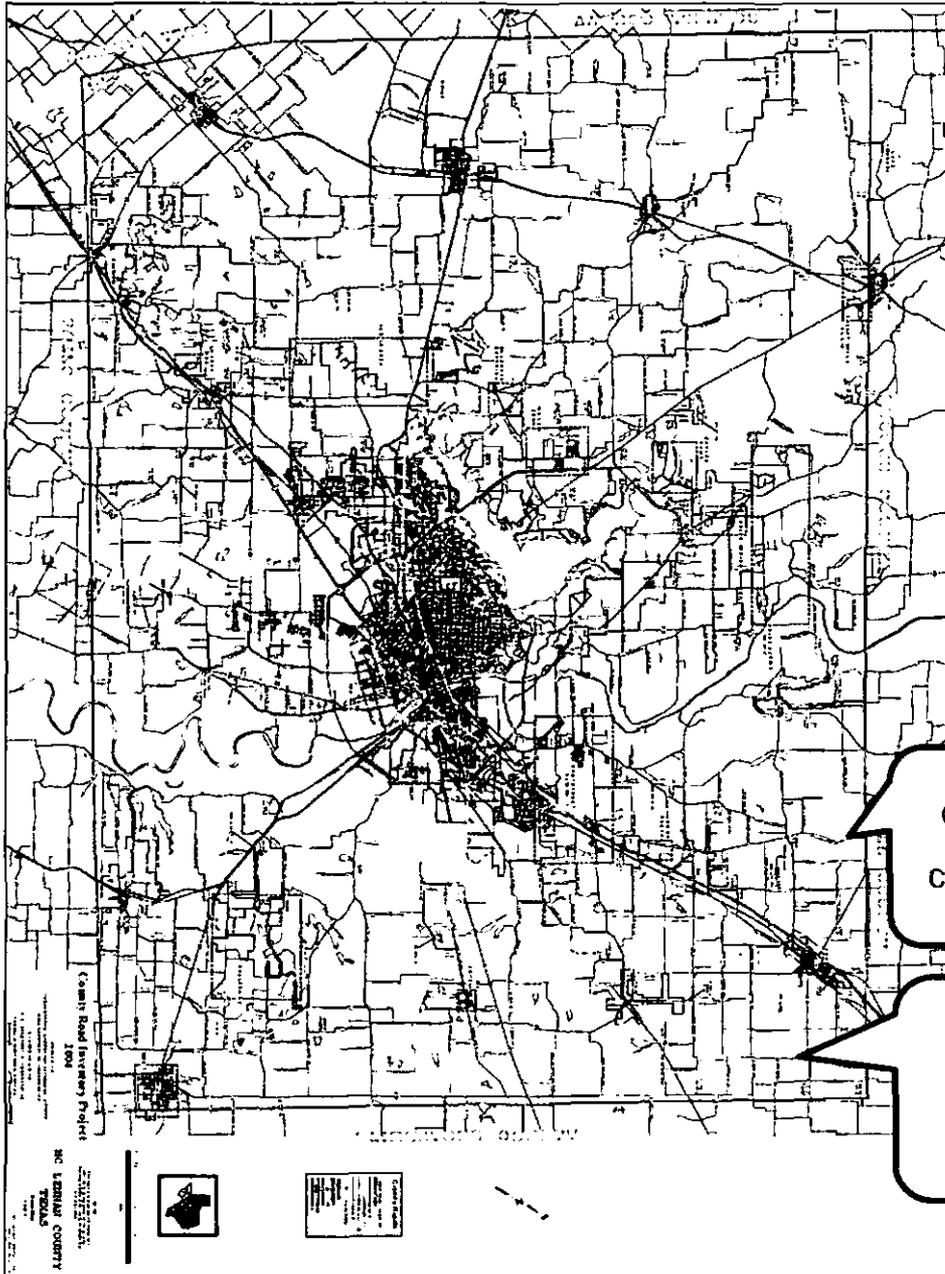
  
\_\_\_\_\_  
Scott M. Felton, County Judge  
McLennan County, Texas

ATTEST:

  
\_\_\_\_\_  
Kelly Fullbright, Deputy Clerk for  
J.A. "Andy" Harwell, County Clerk  
McLennan County, Texas

CSJ # 0909-22-174  
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Code Chart 64 #50161  
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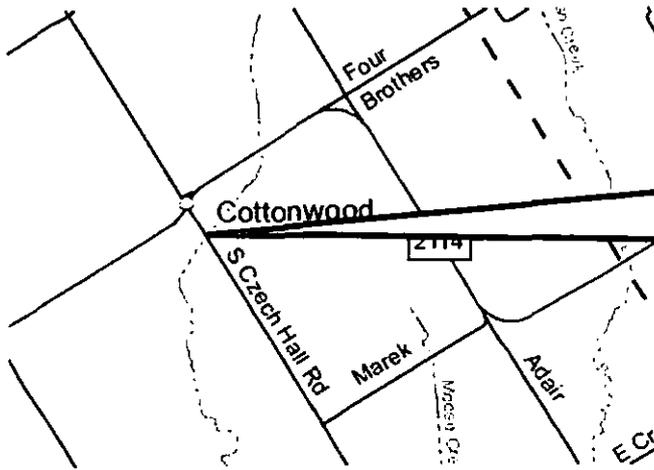
### ATTACHMENT B PROJECT LOCATION MAP



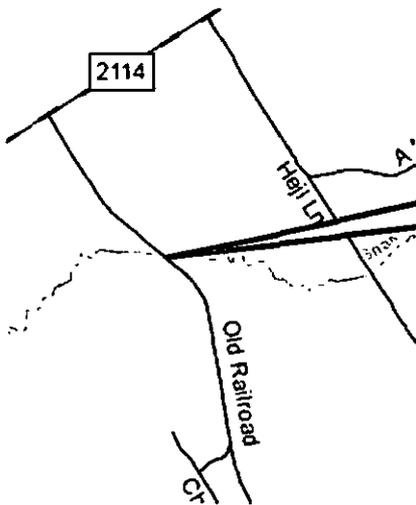
EMP  
09-161-0-AA04-54-001;  
Map # 929  
CR 454 (Old RR Road over  
Snake Creek)

PWP  
09-161-0-AA04-89-002;  
Map # 651  
CR 489 (S Czech Rd) over  
Rice Creek

CSJ # 0909-22-174  
District # 09 (WAC)  
Code Chart 64 #50161  
Project: CR 489 (S Czech Rd) over Rice Crk  
NBI Structure # 09-161-0-AA04-89-002  
Federal Highway Administration  
CFDA #20.205  
Not Research and Development



PWP  
09-161-0-AA04-89-002;  
Map # 651  
CR 489 (S Czech Rd) over Rice  
Creek



EMP  
09-161-0-AA04-54-001;  
Map # 929  
CR 454 (Old RR Road over Snake  
Creek)

CSJ # 0909-22-174  
 District # 09 (WAC)  
 Code Chart 64 #50161  
 Project: CR 489 (S CzechRd) over Rice Crk  
 NBI Structure # 09-161-0-AA04-89-002  
 Federal Highway Administration  
 CFDA #20.205  
 Not Research and Development

**ATTACHMENT C \*\***  
**LIST OF DISTRICT ENGINEER APPROVED**  
**EQUIVALENT-MATCH PROJECTS**

| Location (and structure identification number, if applicable)          | On School Bus Route? (Yes/No)                   | Historic Bridge? (Yes/No) | Description of Structural or Safety Improvement Work                               | Estimated Cost |
|--|---|---------------------------|--|----------------|
| CR 454 (Old RR Road) over Snake Creek; 09-161-0-AA04-54-001; Map # 929 | Y   | N                         | Construct dual retaining walls to repair/prevent erosion damage to bridge approach | 30,681         |
|  |   |                           |  |                |
|  |   |                           |  |                |
|  |   |                           |  |                |
|  |   |                           |  |                |
|  |   |                           |  |                |
|  |   |                           |  |                |
|  |   |                           |  |                |
|  |   |                           |  |                |
|  |   |                           |  |                |
| <b>Total</b>   |   |                           |  | <b>30,681</b>  |
| <b>EMP work credited to this PWP*</b>                                  |   |                           |  | <b>17,012</b>  |
| <b>Balance of EMP work available to associated PWPs</b>                |   |                           |  | <b>-0-</b>     |
| <b>Associated PWPs CSJs</b>  | <b>Amount to be Credited to Associated PWPs</b> |                           |  |                |
| <b>NA</b>  | <b>NA</b>                                       |                           |  |                |
|  |   |                           |  |                |
|  |   |                           |  |                |
|  |   |                           |  |                |

\*This total should typically equal the "Balance of Local Government Participation" that is waived as shown in Attachment D.

\*\*This attachment not applicable for non-PWPs.

CSJ # 0909-22-174  
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**ATTACHMENT D  
 ESTIMATE OF DIRECT COSTS**

|   | <u>Estimated Cost</u> | <u>Local Government<br/>Participation</u> |
|---|-----------------------|---|
| Preliminary Engineering (PE)  | <u>(1) 75,000</u>     |   |
| Ten Percent (10%) or EDC Adjusted<br>Percent of PE for Local Government<br>Participation                              |                       | <u>(3) 2,625</u>                          |
| Construction  | <u>359,000</u>        |   |
| Engineering and Contingency (E&C)   | <u>52,055</u>         |   |
| The Sum of Construction and E&C   | <u>(2) 411,055</u>    |   |
| Ten Percent (10%) or EDC Adjusted<br>Percent of the Sum of Construction and<br>E&C for Local Government Participation |                       | <u>(4) 14,387</u>                         |
| Amount of Advance Funds Paid by<br>Local Government *   |                       | <u>(5) -0-</u>                            |
| Amount of Advance Funds to be Paid by<br>Local Government *   |                       | <u>(6) -0-</u>                            |
| Balance of Local Government<br>Participation which is to be Waived<br>where the Project is a PWP                      |                       | <u>(3+4-5-6) 17,012</u>                   |
| Total Project Direct Cost   | <u>(1+2) 486,055</u>  |   |

\*Credited Against Local Government Participation Amount

If this Project is to be a PWP, Amount of EMP Work Being Credited to this PWP as Shown  
 on Attachment C. \$ 17,012



# TEXAS DEPARTMENT OF TRANSPORTATION

## ECONOMICALLY DISADVANTAGED COUNTIES PROGRAM INFORMATION SHEET

COUNTY McLennan

APPLICANT McLennan County

### District Contact Information

NAME: Brenda Franklin

TELEPHONE: 254-867-2747

\* If the project is an "OFF-SYSTEM" project, is the project in the Unified Transportation Program (UTP) and have a local funding agreement in place, or in a District Bank Balance Program?

(Circle as appropriate) YES or NO

\* If the applicant is a CITY within an eligible county, please answer the two following questions:

- # 1 Economic Development Sales Tax? (Circle as appropriate) YES or NO
- # 2 Population ( 2010 Census)? \_\_\_\_\_

### PROJECT INFORMATION

|                        |             |
|------------------------|-------------|
| UTP PRIORITY STATUS:   | DEV         |
| CSJ:                   | 0909-22-174 |
| ESTIMATED LETTING DATE | January-20  |

On-System? ( Circle as appropriate) YES or  NO

LOCATION AND LIMITS - Give highway number with limits to and from.

CR 489 (Local designation: S Czech Road) over Rice Creek

PROJECT SCOPE- Give type of work.

Replace Bridge and approaches

ADJUSTMENT RATIONAL- Give reason why the adjustment is needed.

In the last two years McLennan County has been deemed below average per capita in taxable property value and income and above average in unemployment.

### ANTICIPATED PROJECT COST BREAKDOWN OF ELIGIBLE COMPONENTS

TOTAL ADJUSTMENT-

| 1. Project Component     | 2. Est. Total Cost (\$) | 3. Local Participation (%) | 4. Est. Required Local Match (\$) | 5. Local Participation After Adjustment (\$) |
|--------------------------|-------------------------|----------------------------|-----------------------------------|--|
| Preliminary Engineering  | \$75,000.00             | 10%                        | \$7,500.00                        | \$2,625.00                                   |
| Construction Engineering | \$411,055.00            | 10%                        | \$41,105.50                       | \$14,386.93                                  |
|                          |                         |                            | \$0.00                            | \$0.00                                       |
|                          |                         |                            | \$0.00                            | \$0.00                                       |
| <b>TOTAL</b>             | <b>\$486,055.00</b>     |                            | <b>\$48,606</b>                   | <b>\$17,012</b>                              |

Approved by: [Signature] P.E.

Date: 12-1-15



# AFFIDAVIT

The State of Texas,  
County of McLennan

Before me, Regan Copeland, a notary public in and for the State of  
of Texas, on this day personally appeared Scott M. Felton, who being by  
me duly sworn, upon oath says:

I, Scott M. Felton, representing the city / county of  
McLennan, having been duly elected on  
11/04/14 and having served continuously since that time, certify in my  
official capacity that, to the best of my knowledge, the information contained in  
this application is true and correct.

Scott M. Felton

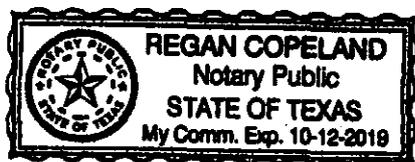
Signature

12/01/15

Date

Subscribed and sworn to before me, by the said Scott M. Felton, this  
1st day of December, 2015, to certify which witness my hand  
and seal of office.

My commission expires October 12, 2019.



NOTARY # 12628757-9

Regan Copeland  
Official Signature

Regan Copeland  
Printed or stamped name of Notary

CSJ # 0909-22-174  
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CFDA #20.205  
Not Research and Development

STATE OF TEXAS           §

COUNTY OF TRAVIS       §

**ADVANCE FUNDING AGREEMENT  
For Bridge Replacement or Rehabilitation  
Off the State System**

**THIS Advance Funding Agreement (the Agreement)** is made by and between the State of Texas, acting by and through the Texas Department of Transportation, called the "State", and the county of McLennan acting by and through its duly authorized officials, called the "Local Government."

**WITNESSETH**

**WHEREAS**, Title 23 United States Code Section 144 authorizes federal funds to assist the states in the replacement or rehabilitation of deficient bridges located on public highways, roads, and streets, including those under the jurisdiction of local governments; and

**WHEREAS**, the Texas Transportation Code Sections 201.103 and 222.052 establish that the State shall plan and make policies for the construction of a comprehensive system of state highways and public roads in cooperation with local governments; and

**WHEREAS**, the Local Government owns one or more bridges on a public road or street located at CR 489 (Local designation S Czech Road) over Rice Creek and these bridges are included in the currently approved off-state system federal-aid Highway Bridge Replacement and Rehabilitation Program (HBRRP) as authorized by Texas Transportation Commission Minute Order Number 114335, dated August 2015; and

**WHEREAS**, the Governing Body of the Local Government has approved entering into this Agreement by resolution or ordinance, which is attached to and made a part of this agreement as Attachment A for the development of the specific programmed replacement or rehabilitation project, called the "Project". The Project is identified in the location map shown as Attachment B, which is attached to and made a part of this agreement.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth, it is agreed as follows:

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Code Chart 64 #50161  
Project: CR 489 (S CzechRd) over Rice Crk  
NBI Structure # 09-161-0-AA04-89-002  
Federal Highway Administration  
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Not Research and Development

## **AGREEMENT**

### **1. Period of this Agreement**

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until terminated as provided in Article 2.

### **2. Termination of this Agreement**

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to develop the project and the project does not proceed, in which case the Local Government agrees to reimburse the State for one-hundred percent (100%) of its reasonable actual direct and indirect costs incurred for the project; or
- D. The project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may at its discretion terminate the agreement.

### **3. Amendments**

Amendments to this Agreement may be made due to changes in the character of the work, the terms of the Agreement, or the responsibilities of the parties. Amendments shall be enacted through a mutually agreed upon written amendment executed by all parties to this Agreement.

### **4. Remedies**

This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

### **5. Scope of Work**

The scope of work for this Agreement is the replacement or rehabilitation of the bridges identified in the recitals of this Agreement. This replacement or rehabilitation shall be accomplished in the manner described in the plans, specifications, and estimates developed in accordance with this Agreement and which are incorporated in this agreement by reference.

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**6. Right of Way and Real Property**

- A. The Local Government is responsible for the provision and acquisition of all necessary right of way and will not be reimbursed with federal or state funds for the required right of way.
- B. The Local Government authorizes the State, its consultant, contractor, or other designated representative to enter the sites of these bridges and adjacent right of way or relocation right of way to perform surveys, inspections, construction, and other activities necessary to replace or rehabilitate these bridges and approaches.

**7. Adjustment of Utilities**

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

**8. Environmental Assessment and Mitigation**

Development of the Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- A. The State is responsible for the identification and assessment of any environmental problems associated with the development of the Project governed by this Agreement.
- B. Cost participation in environmental assessment and remediation work shall be paid by the parties in the same ratio as construction costs and will be included in the construction costs identified in Attachment D, Estimate of Direct Costs.
- C. The State is responsible for providing any public meetings or public hearings required for development of the environmental assessment.
- D. The State will not begin construction of the Project until identified environmental problems have been remediated, unless provided for otherwise.

**9. Compliance with Texas Accessibility Standards and ADA**

All parties to this Agreement shall ensure that the plans for and the construction of the Project subject to this Agreement are in compliance with the Texas Accessibility

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Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

**10. Architectural and Engineering Services**

The State is responsible for performance of any required architectural or preliminary engineering work. The Local Government may review and comment on the work as required to accomplish the public purposes of the Local Government. The State will cooperate fully with the Local Government in accomplishing these local public purposes to the degree permitted by state and federal law. The Local Government review shall not unduly delay the development of the Project.

**11. Construction Responsibilities**

- A. The State shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. Upon completion of the Project, the State will issue a "Notification of Completion" acknowledging the Project's construction completion.

**12. Project Maintenance**

After the Project has been completed, the Local Government shall accept full ownership, and operate and maintain the facilities authorized by this Agreement for the benefit of and at no charge of toll to the public. This covenant shall survive the completion of construction under this Agreement.

**13. Local Project Sources and Uses of Funds**

- A. A Project Cost Estimate is provided in Attachment D, Estimate of Direct Costs.
- B. Attachment D provides a source of funds estimate as well as the estimated direct preliminary engineering, construction engineering, and construction costs for the Project in total and by the Local Government.
- C. The required Local Government participation is based solely upon the State's estimate of the eligible work at the time this Agreement is executed and will not be adjusted during construction except as needed to include any Project cost item or portion of a cost item ineligible for state or federal participation. In

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addition to its share of estimated direct engineering and construction costs, the Local Government is responsible for the direct cost of any project cost item or portion of a cost item that is not eligible for federal participation under the federal HBRRP. The Local Government is also responsible for any cost resulting from changes made at the request of the Local Government. The State and the Federal Government will not reimburse the Local Government for any work performed before federal spending authority is formally obligated to the Project by the Federal Highway Administration. After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information.

- D. If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.
- E. After execution of this Agreement, but thirty (30) days prior to the performance of any work by the State, the Local Government shall remit to the State the amount specified in Attachment D for the Local Government's contribution for preliminary engineering. The Local Government will pay, at a minimum, its funding share for this estimated cost of preliminary engineering.
- F. Forty-five (45) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction costs and any other costs owed.
- G. If, at the completion or termination of the Project, the State determines that additional funding is required by the Local Government, the State shall notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.
- H. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied to the State Project.

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- I. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.
- J. The State will not pay interest on any funds provided by the Local Government.
- K. The Local Government funding participation responsibilities include Project direct costs only, except when the Project is terminated before completion at the request of the Local Government as addressed in the Termination provision of this Agreement.
- L. The amounts shown on Attachment D are estimates only. If actual costs exceed the estimates, this shall be considered a fixed price agreement, and no additional funding shall be required of the Local Government except to the extent that the additional costs result from changes made at the request of the Local Government or to the extent that the additional costs are not eligible for federal participation under the federal HRRP. If actual costs are less than the estimates, Local Government participation shall be recalculated based on actual costs. If the recalculation results in a reduction in participation by the Local Government, the State shall pay the difference to the Local Government upon completion of the Project.
- M. Under the provisions of Texas Transportation Code Section 222.053 certain counties qualify as Economically Disadvantaged Counties (EDC) in comparison to other counties in the state as below average per capita property value, below average per capita income, and above average unemployment, for certain years. If applicable, in consideration of such EDC status that may be applicable for the Project, the required local match fund participation has been adjusted to Three, point five, percent (3.5%.)
- N. The State will not execute the contract for the construction of a Project until the required funding has been made available by the Local Government in accordance with this Agreement.
- O. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- P. The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices

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more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

**14. Performance by Local Government of Equivalent-Match Projects (EMP) in Return for Waiver of Local Match Participation Funding on Participation-Waived Projects (PWP)**

- A. **Applicability.** If a request for waiver has been received and approved by the State's District Engineer, then the required ten percent matching fund participation or percent as adjusted for EDC consideration, as shown in Attachment D, Estimate of Direct Costs, but excluding ineligible costs under the bridge program, is waived. This waiver is based on the commitment of the Local Government to spend an equivalent amount of funds for structural or safety improvement on "other" bridge structures and other conditions as specified in 43 TAC Section 15.55(d). If a waiver has been granted, the Project shall be defined to be a PWP and the work on the "other" bridge structures that will be improved by the Local Government shall be defined to be the EMPs. Attachment C to this Agreement shows a list of EMPs under this Agreement.
- B. **Project Cost Estimate for PWP.** Attachment D to this Agreement shows the estimated direct preliminary engineering, construction engineering, and construction costs for the PWP in total and local match fund participation being waived or partially waived.
- C. **Credit Against EMP Work.** Any local match fund participation that has already been paid, or which the Local Government is agreeable to paying to the State, will be credited against EMP work to be performed by the Local Government. If applicable, this credit will be reflected in Attachment D to this Agreement.
- D. **Responsibilities of the Local Government on EMPs.**
  1. The Local Government shall be responsible for all engineering and construction, related costs, and compliance with all applicable state and federal environmental regulations and permitting requirements.
  2. The structural or safety improvement work on the EMPs shall be performed subsequent to the final execution of this Agreement but within three (3) calendar years after the earliest contract award of the related PWPs.
  3. Written documentation, suitable for audit, of the structural or safety improvement work completed on the EMPs shall be kept on file by the Local Government for four (4) years after completion of work or claims, lawsuits, or audits related to those items, whichever is longer. A notice of completion of work on the EMPs shall be delivered to the State's District Engineer no later than thirty (30) calendar days after work is completed on the EMPs.

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4. Failure by the Local Government to adequately complete the EMPs within the stated three-year period shall result in the Local Government being excluded from receiving such waivers for a minimum of five (5) years.

E. Funding of Ineligible or Additional Work Not Waived. Regardless of any waiver of eligible program costs, the Local Government shall pay the State one-hundred percent (100%) of the cost of any PWP item or portion of a cost item that is not eligible for federal or state participation, and one-hundred percent (100%) of the costs resulting from additional work on the PWP performed solely at the request of the Local Government. If the ineligible or additional work is preliminary engineering, the payment shall be made at least thirty (30) days prior to the beginning of preliminary engineering work on the PWP. If the ineligible or additional work is for construction or construction engineering, the payment shall be made at least forty-five (45) days prior to the date set for receipt of bids for construction of the PWP.

**15. Notices**

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

State: Director, Bridge Division  
Texas Department of Transportation  
125 E. 11<sup>th</sup> Street  
Austin, Texas 78701

Local Government: Honorable Scott M. Felton  
McLennan County Judge  
PO Box 1728  
Waco, TX 76701-1728

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

**16. Legal Construction**

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement

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shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

**17. Responsibilities of the Parties**

The parties to this Agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

**18. Ownership of Documents**

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

**19. Compliance with Laws**

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

**20. Sole Agreement**

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the subject matter of this Agreement.

**21. Office of Management and Budget (OMB) Cost Principles**

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

**22. Procurement and Property Management Standards**

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

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**23. Inspection of Books and Records**

The parties to the Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal Highway Administration (FHWA) and the U.S. Office of the Inspector General, or their duly authorized representatives, for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, the FHWA, and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

**24. Civil Rights Compliance**

The parties to this Agreement shall comply with the regulations of the U.S. Department of Transportation as they relate to nondiscrimination (49 CFR Part 21 and 23 CFR Part 200), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

**25. Disadvantaged Business Enterprise (DBE) Program Requirements**

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity and attachments found at web address [http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou\\_attachments.pdf](http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf).
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-

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discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

**26. Debarment Certifications**

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the State, to furnish a copy of the certification.

**27. Lobbying Certification**

In executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal 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

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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.

- B. 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 federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. 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.

**28. Federal Funding Accountability and Transparency Act Requirements**

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
  - 1. Obtain and provide to the State, a Central Contracting Registry (CCR) number (Federal Acquisition Regulation, Part 4, Sub-part 4.1100) if this award provides for more than \$25,000 in Federal funding. The CCR number may be obtained by visiting the CCR web-site whose address is:  
<https://www.sam.gov/portal/public/SAM/>;
  - 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
  - 3. Report the total compensation and names of its top five (5) executives to the State if:
    - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and

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- ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

**29. Successors and Assigns**

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this Agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this Agreement.

**30. Local Government Restrictions**

In the case that the Local Government has an existing, future, or proposed local ordinance, commissioners court order, rule, policy, or other directive that is more restrictive than the state or federal regulations that results in an increase cost to the State for the project, the local government is responsible for all increased costs associated with the ordinance, order, policy, directive, or change.

**31. Single Audit Report**

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR 200.
- B. If threshold expenditures are met during the Local Government's fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at <http://www.txdot.gov/inside-txdot/office/audit/contact.html>. The expenditure threshold for fiscal years beginning prior to December 31, 2014 is \$500,000; the expenditure threshold for fiscal years beginning on or after December 31, 2014 is \$750,000.
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$\_\_\_\_\_ expenditure threshold and therefore, are not required to have a single audit performed for FY\_\_\_\_\_."
- D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

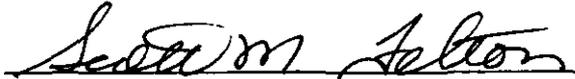
**32. Signatory Warranty**

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

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**THIS AGREEMENT IS EXECUTED** by the State and the Local Government in duplicate.

**THE LOCAL GOVERNMENT**

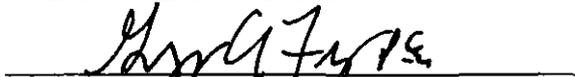
  
Signature

Scott M. Felton

McLennan County Judge

12/01/15  
Date

**THE STATE OF TEXAS**

  
Gregg A. Freeby, P.E.  
Director, Bridge Division  
Texas Department of Transportation

12-4-15  
Date

CSJ # 0909-22-174  
District # 09 (WAC)  
Code Chart 64 #50161  
Project: CR 489 (S CzechRd) over Rice Crk  
NBI Structure # 09-161-0-AA04-89-002  
Federal Highway Administration  
CFDA #20.205  
Not Research and Development

**ATTACHMENT A**  
**RESOLUTION OR ORDINANCE OF LOCAL GOVERNMENT**

CSJ # 0909-22-174  
District # 09 (WAC)  
Code Chart 64 #50161  
Project: CR 489 (S Czech Rd) over Rice Crk  
NBI Structure # 09-161-0-AA04-89-002  
Federal Highway Administration  
CFDA #20.205  
Not Research and Development

**RESOLUTION FOR WAIVER OF THE LOCAL MATCH FUND  
PARTICIPATION ON THE APPROVED FEDERAL  
OFF-SYSTEM BRIDGE PROGRAM  
NBI Number AA04-89-002  
Precinct 3**

The State of Texas  
County of McLennan

WHEREAS, the federal off-system bridge program is administered by the Texas Department of Transportation (the State) to replace or rehabilitate structurally deficient and functionally obsolete (collectively referred to as deficient) bridges located on public roads and streets off the designated state highway system; and,

WHEREAS, McLennan County (County), hereinafter referred to as the Local Government owns a bridge located at Rice Creek on CR 489 Local Designation South Czech Hall Road, National Bridge Inventory (NBI) Structure Number AA04-89-002, Map #651, and,

WHEREAS, a project to remedy the bridge is included in the currently approved program of projects as authorized by Texas Transportation Commission Minute Order Number 114335 dated August 2015, Control-Section-Job (CSJ) Number 0909-22-174; and,

WHEREAS, the usual fund participation ratio for projects on such program is 80 percent federal, 10 percent State and 10 percent Local Government. But as McLennan County is designated as an Economically Disadvantaged County and receives an adjustment of 65 percent of the 10 percent, the Local Government participation ratio is thereby 3.5 percent; and,

WHEREAS, Texas Administrative Code, Title 43, Section 15.55(d) (43 TAC Section 15.55(d)) provides that under specified conditions the Local Government match fund participation requirement may be waived with agreement by the Local Government to perform, or cause to be performed, an equivalent dollar amount of structural improvement work on other deficient bridges or deficient mainlane cross-drainage structures within its jurisdiction, such a project of structural improvement work being referred to as an "equivalent-match project"; and,

WHEREAS, the estimated local match fund participation requirement on the approved federal off-system bridge projects is Seventeen Thousand Twelve Dollars (\$17,012), hereinafter referred to as the "participation-waived project", such participation requirement the Local Government proposes be waived and in return perform or cause to be performed equivalent-match project structural improvement work,.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF McLENNAN COUNTY, TEXAS:

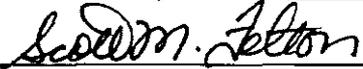
THAT the Local Government perform, or cause to be performed, the following equivalent-match projects in return for waiver of the local match fund participation requirement on the approved federal off-system bridge program (participation-waived) project not yet awarded:

| Location & NBI Structure              | On School Bus Route? | Description of Structural Improvement Work  | Estimated Cost |
|---------------------------------------|----------------------|---|----------------|
| Old RR Road @ Snake Creek AA04-54-001 | Yes                  | Construct Dual Retaining Walls to Repair/Prevent Erosion Damage to Bridge South Approach (no work to be performed on bridge structure). | \$30,681       |

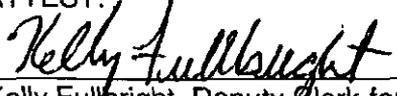
BE IT FURTHER RESOLVED THAT in receiving this waiver the Local Government acknowledges its obligation to conform with all conditions of 43 TAC Section 15.55(d); such conditions that include but are not restricted to the following:

1. The Local Government must be currently in compliance with load posting and closure regulations as defined in National Bridge Inspection Standards under US Code of Federal Regulations, Title 23, Section 650.303.
2. The equivalent-match project work increases the load capacity of the existing bridge or other mainlane cross-drainage structure, or upgrades the structure to its original load capacity with a minimum upgrade to safely carry school bus loading.
3. In performing, or causing to be performed, the equivalent-match project(s), the Local Government assumes all responsibility for engineering and construction, and complying with all applicable state and federal environmental regulations and permitting requirements for the structures being improved.
4. The work on the proposed equivalent-match project(s) has not begun and will not begin until the local match fund participation waiver approval process has been completed.
5. The Local Government will be allowed three years after the contract award of the participation-waived project to complete structural improvement work on the equivalent-match project(s).
6. Should this waiver request be approved, an appropriate written agreement or amendment to a previously executed agreement will be executed between the State and Local Government.

RESOLVED this 17 day of November, 2015, by McLennan County Commissioners Court on the motion of Commissioner Jones and seconded by Commissioner Perry, by a vote of 5 ayes to 0 nays.

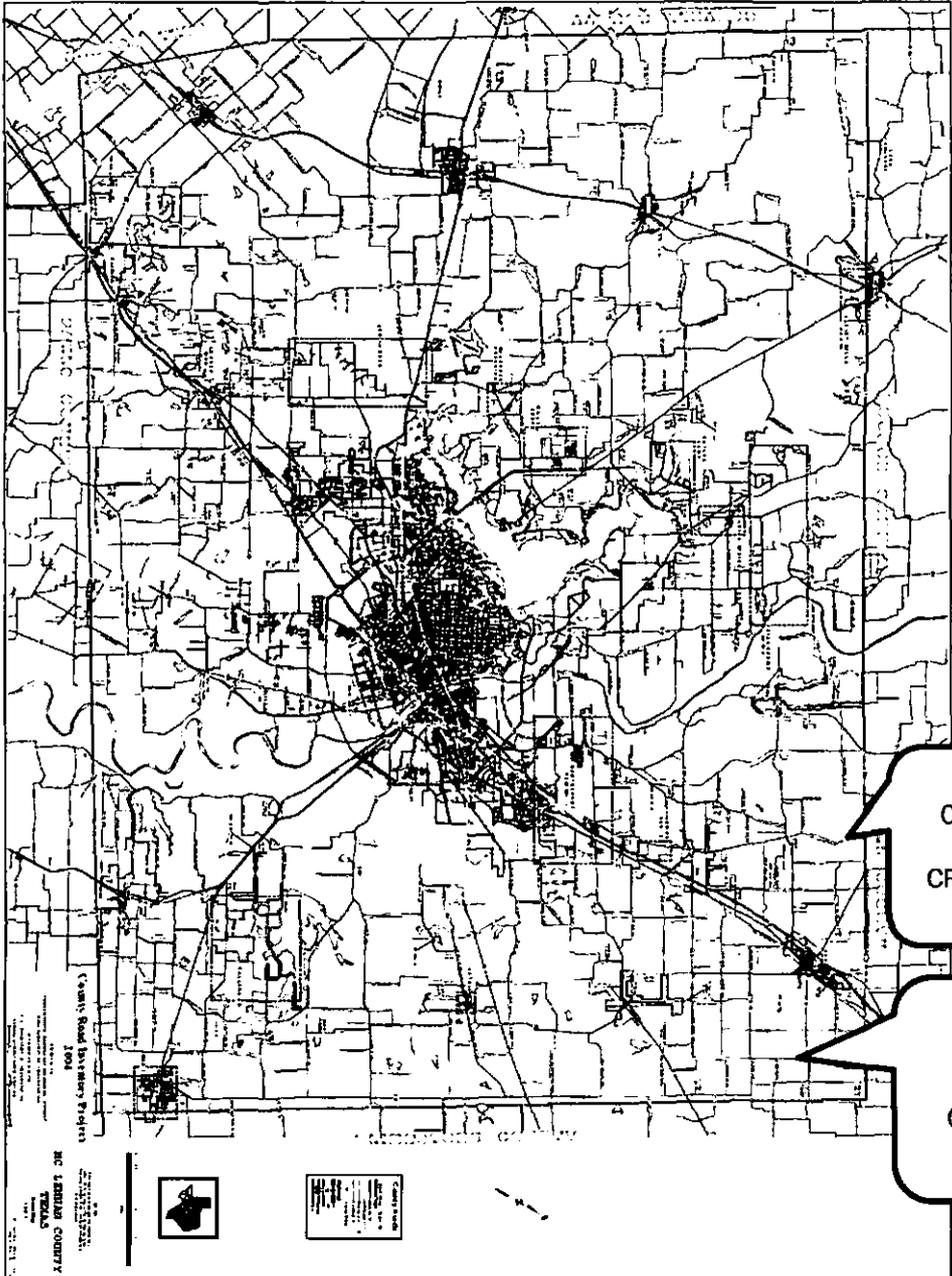
  
\_\_\_\_\_  
Scott M. Felton, County Judge  
McLennan County, Texas

ATTEST:

  
\_\_\_\_\_  
Kelly Fulbright, Deputy Clerk for  
J.A. "Andy" Harwell, County Clerk  
McLennan County, Texas

CSJ # 0909-22-174  
District # 09 (WAC)  
Code Chart 64 #50161  
Project: CR 489 (S Czech Rd) over Rice Crk  
NBI Structure # 09-161-0-AA04-89-002  
Federal Highway Administration  
CFDA #20.205  
Not Research and Development

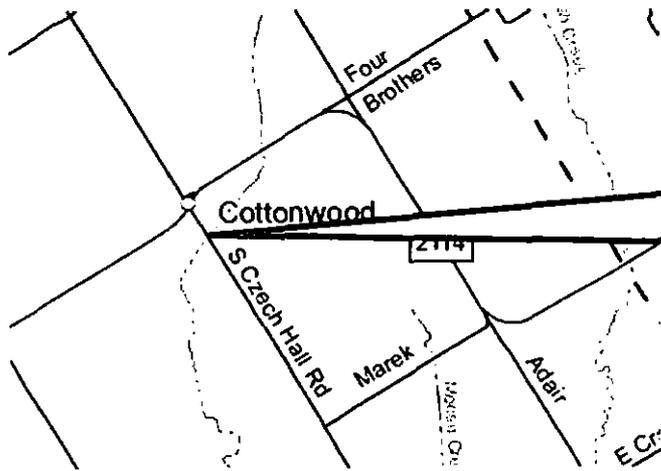
**ATTACHMENT B  
PROJECT LOCATION MAP**



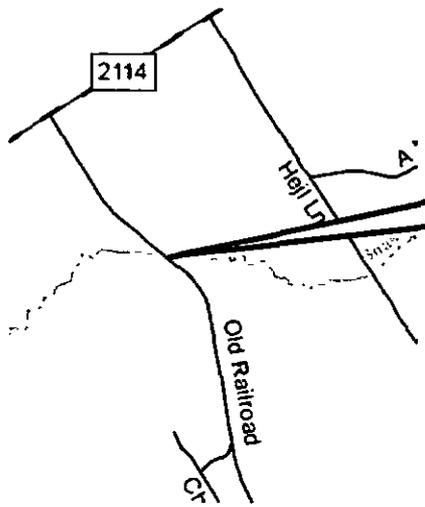
EMP  
09-161-0-AA04-54-001;  
Map # 929  
CR 454 (Old RR Road over  
Snake Creek)

PWP  
09-161-0-AA04-89-002;  
Map # 651  
CR 489 (S Czech Rd) over  
Rice Creek

CSJ # 0909-22-174  
District # 09 (WAC)  
Code Chart 64 #50161  
Project: CR 489 (S Czech Rd) over Rice Crk  
NBI Structure # 09-161-0-AA04-89-002  
Federal Highway Administration  
CFDA #20.205  
Not Research and Development



PWP  
09-161-0-AA04-89-002;  
Map # 651  
CR 489 (S Czech Rd) over Rice  
Creek



EMP  
09-161-0-AA04-54-001;  
Map # 929  
CR 454 (Old RR Road over Snake  
Creek)

CSJ # 0909-22-174  
 District # 09 (WAC)  
 Code Chart 64 #50161  
 Project: CR 489 (S CzechRd) over Rice Crk  
 NBI Structure # 09-161-0-AA04-89-002  
 Federal Highway Administration  
 CFDA #20.205  
 Not Research and Development

**ATTACHMENT C \*\***  
**LIST OF DISTRICT ENGINEER APPROVED**  
**EQUIVALENT-MATCH PROJECTS**

| Location (and structure identification number, if applicable)          | On School Bus Route? (Yes/No)                   | Historic Bridge? (Yes/No) | Description of Structural or Safety Improvement Work                               | Estimated Cost |
|--|---|---------------------------|--|----------------|
| CR 454 (Old RR Road) over Snake Creek; 09-161-0-AA04-54-001; Map # 929 | Y   | N                         | Construct dual retaining walls to repair/prevent erosion damage to bridge approach | 30,681         |
|  |   |                           |  |                |
|  |   |                           |  |                |
|  |   |                           |  |                |
|  |   |                           |  |                |
|  |   |                           |  |                |
|  |   |                           |  |                |
|  |   |                           |  |                |
|  |   |                           |  |                |
|  |   |                           |  |                |
| <b>Total</b>   |   |                           |  | <b>30,681</b>  |
| <b>EMP work credited to this PWP*</b>                                  |   |                           |  | <b>17,012</b>  |
| <b>Balance of EMP work available to associated PWPs</b>                |   |                           |  | <b>-0-</b>     |
| <b>Associated PWPs CSJs</b>  | <b>Amount to be Credited to Associated PWPs</b> |                           |  |                |
| <u>NA</u>  | <u>NA</u>                                       |                           |  |                |
|  |   |                           |  |                |
|  |   |                           |  |                |
|  |   |                           |  |                |

\*This total should typically equal the "Balance of Local Government Participation" that is waived as shown in Attachment D.

\*\*This attachment not applicable for non-PWPs.

CSJ # 0909-22-174  
 District # 09 (WAC)  
 Code Chart 64 #50161  
 Project: CR 489 (S CzechRd) over Rice Crk  
 NBI Structure # 09-161-0-AA04-89-002  
 Federal Highway Administration  
 CFDA #20.205  
 Not Research and Development

**ATTACHMENT D  
 ESTIMATE OF DIRECT COSTS**

|   | <u>Estimated Cost</u> | <u>Local Government<br/>Participation</u> |
|---|-----------------------|---|
| Preliminary Engineering (PE)  | (1) <u>75,000</u>     |   |
| Ten Percent (10%) or EDC Adjusted<br>Percent of PE for Local Government<br>Participation                              |                       | (3) <u>2,625</u>                          |
| Construction  | <u>359,000</u>        |   |
| Engineering and Contingency (E&C)   | <u>52,055</u>         |   |
| The Sum of Construction and E&C   | (2) <u>411,055</u>    |   |
| Ten Percent (10%) or EDC Adjusted<br>Percent of the Sum of Construction and<br>E&C for Local Government Participation |                       | (4) <u>14,387</u>                         |
| Amount of Advance Funds Paid by<br>Local Government *   |                       | (5) <u>-0-</u>                            |
| Amount of Advance Funds to be Paid by<br>Local Government *   |                       | (6) <u>-0-</u>                            |
| Balance of Local Government<br>Participation which is to be Waived<br>where the Project is a PWP                      |                       | <u>(3+4-5-6) 17,012</u>                   |
| Total Project Direct Cost   | (1+2) <u>486,055</u>  |   |

\*Credited Against Local Government Participation Amount

If this Project is to be a PWP, Amount of EMP Work Being Credited to this PWP as Shown  
 on Attachment C. \$ 17,012



# TEXAS DEPARTMENT OF TRANSPORTATION

## ECONOMICALLY DISADVANTAGED COUNTIES PROGRAM INFORMATION SHEET

COUNTY McLennan

APPLICANT McLennan County

### District Contact Information

NAME: Brenda Franklin

TELEPHONE: 254-867-2747

\* If the project is an "OFF-SYSTEM" project, is the project in the Unified Transportation Program (UTP) and have a local funding agreement in place, or in a District Bank Balance Program?

(Circle as appropriate) YES or NO

\* If the applicant is a CITY within an eligible county, please answer the two following questions:

# 1 Economic Development Sales Tax? (Circle as appropriate) YES or NO

# 2 Population ( 2010 Census)? \_\_\_\_\_

### PROJECT INFORMATION

|                        |             |
|------------------------|-------------|
| UTP PRIORITY STATUS:   | DEV         |
| CSJ:                   | 0909-22-174 |
| ESTIMATED LETTING DATE | January-20  |

On-System? ( Circle as appropriate) YES or  NO

LOCATION AND LIMITS - Give highway number with limits to and from.

CR 489 (Local designation: S Czech Road) over Rice Creek

PROJECT SCOPE- Give type of work.

Replace Bridge and approaches

ADJUSTMENT RATIONAL- Give reason why the adjustment is needed.

In the last two years McLennan County has been deemed below average per capita in taxable property value and income and above average in unemployment.

### ANTICIPATED PROJECT COST BREAKDOWN OF ELIGIBLE COMPONENTS

TOTAL ADJUSTMENT- 65

| 1.                       | 2.                   | 3.                      | 4.                             | 5.  |
|--------------------------|----------------------|-------------------------|--------------------------------|---|
| Project Component        | Est. Total Cost (\$) | Local Participation (%) | Est. Required Local Match (\$) | Local Participation After Adjustment (\$) |
| Preliminary Engineering  | \$75,000.00          | 10%                     | \$7,500.00                     | \$2,625.00                                |
| Construction Engineering | \$411,055.00         | 10%                     | \$41,105.50                    | \$14,386.93                               |
|                          |                      |                         | \$0.00                         | \$0.00                                    |
|                          |                      |                         | \$0.00                         | \$0.00                                    |
| <b>TOTAL</b>             | <b>\$486,055.00</b>  |                         | <b>\$48,606</b>                | <b>\$17,012</b>                           |

Approved by: B. B. [Signature] P.E.

Date: 12-1-15



# AFFIDAVIT

The State of Texas,  
County of McLennan

Before me, Regan Copeland, a notary public in and for the State of Texas, on this day personally appeared Scott M. Felton, who being by me duly sworn, upon oath says:

I, Scott M. Felton, representing the city / county of McLennan, having been duly elected on 11/04/14 and having served continuously since that time, certify in my official capacity that, to the best of my knowledge, the information contained in this application is true and correct.

Scott M. Felton

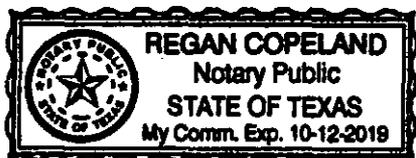
Signature

12/01/15

Date

Subscribed and sworn to before me, by the said Scott M. Felton, this 1st day of December, 2015, to certify which witness my hand and seal of office.

My commission expires October 12, 2019.



NOTARY # 12028757-9

Regan Copeland  
Official Signature

Regan Copeland  
Printed or stamped name of Notary

FILED: JAN 05 2016

J.A. "ANDY" HARWELL, County Clerk  
McLennan County, Texas  
By: KELLY FULLBRIGHT DEPUTY



**ORDER ACCEPTING:**

**RECORDING OF COMMISSARY LICENSE AGREEMENT: KEEFE COMMISSARY NETWORK, LLC (RE: MCLENNAN COUNTY JAIL COMMISSARY)**

On this the 5 day of January, 2016, came on for consideration the matter of Recording of Commissary License Agreement: Keefe Commissary Network, LLC (re: McLennan County Jail Commissary). Commissioner Perry made a motion to approve and it was seconded by Commissioner Jones. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Gibson, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Recording be, and the same is hereby, accepted by unanimous vote.

-----

## COMMISSARY LICENSE AGREEMENT

**Licensor:** Sheriff Parnell McNamara in his official capacity as Sheriff of McLennan County, Texas for the benefit of the McLennan County Jail (hereinafter "McLennan County Jail").

**Licensee:** Keefe Commissary Network, LLC (hereinafter "Keefe").

**Facility:** McLennan County Jail  
3201 East Highway 6  
Waco, Texas 76705

**Grant:** In consideration of the promises made by Keefe in its Proposal (incorporated below), McLennan County Jail grants Keefe the exclusive right to provide inmate commissary services at the Facility during the term of this Agreement.

**Term:** An initial term starting March 1, 2016 and ending February 28, 2019, unless sooner terminated as set forth herein. Thereafter, this Agreement may be renewed and extended for additional one year terms by mutual agreement at the end of the initial term or any renewal term. Each renewal term runs from March 1 to February 28.

**Items Incorporated herein:** The County's Request for Proposals and Keefe's Proposal are attached hereto as Exhibits "A" and "B" respectively, and are incorporated herein as if fully set forth verbatim. To the extent of conflict, the County's RFP controls. To the extent of conflict between this Agreement and either attachment, this Agreement controls.

### **Equipment.**

Keefe shall provide all kiosks, hardware, software, systems and equipment, and the installation thereof as proposed in its proposal, and as required to carry out the functionalities promised in its proposal. Keefe is responsible for installation of all necessary wiring, and such wiring becomes the property of the McLennan County Jail at installation. Upon termination of this Agreement the wiring shall not be removed by Keefe.

### **Termination.**

**For Breach:** Either party may terminate this Agreement for the material breach of this Agreement by the other party on 30 days' written notice and opportunity to cure.

**For Convenience:** Either party may terminate this Agreement for its own convenience on 90 days' written notice to the other party.

**Consequence of Termination.** Upon termination, the sole remedy of Keefe against McLennan County Jail shall be: 1) payment to Keefe of its share of revenues generated to the date of termination that have not yet been paid to Keefe by the McLennan County Jail; 2) removal of the kiosks and other equipment provided by Keefe to the Facility at Keefe's sole expense; and 3) demand that the McLennan County Jail discontinue use of any proprietary software provided by Keefe and return all copies.

**Commissary Prices.** The commissary pricing is fixed for the first year of this Agreement. Thereafter, any increases require 30 days' written notice to the McLennan County Jail together with a written explanation of the need for any increase. Unless the McLennan County Jail objects in writing to Keefe within the 30 day period, the price increase will go into effect at the end of the 30 day period. If the McLennan County Jail objects, the parties agree to work in good faith to resolve the matter. If no resolution can be reached within 15 days of the objection and the price increase proposed is 5% or less, the increase shall take effect. If no resolution can be reached within 15 days of the objection and the price increase proposed is greater than 5%, the increase is limited to 5%. All proposed increases must be accompanied by documentation showing the need for the increase. If such documentation is not provided, the increase will be denied. McLennan County Jail shall not unreasonably object to or withhold approval of a price increase that is properly documented.

**Modification of Commissary Rate.** McLennan County will be paid a service fee for the services to be provided by it hereunder equal to 34% of adjusted gross sales with a minimum annual guarantee of \$230,000. Adjusted gross sales are gross sales less the sales of noncommissioned items as determined by Keefe and McLennan County (postage, indigent kits, phone time sales)

**Sales Growth Incentive**

- 10% increase in sales KCN will increase commission on all gross commissionable sales to 35%  
10% sales increase = \$794,400
- 20% increase in sales KCN will increase commission on a gross commissionable sales to 36%  
20% sales increase = \$868,800

(Sales totals are calculated monthly on the preceding consecutive 12 month period)  
(Base Line Sales Based on current yearly sales provided of \$724,000/year)

If there is a material adverse change based on circumstances beyond Keefe's control and which should not have been foreseen by Keefe which makes provision of commissary services financially infeasible under the current structure; the parties agree to negotiate in good faith to determine whether an adjustment to the commissary rate is necessary and proper. If an agreement cannot be reached, Keefe may choose to continue under the existing structure or to terminate for convenience as set forth above. This provision only applies in extreme circumstances to avoid operating losses.

**Confidentiality.** McLennan County Jail cannot agree to keep any portion of this Agreement or the attachments hereto confidential. However, if Keefe provides specific designations of items in the attachments that are trade secrets, the McLennan County Jail will seek an opinion from the Texas Attorney General's Office before releasing such information pursuant to a Public Information request. Only truly confidential information should be designated. If a subpoena or court order to provide such information is received by the McLennan County Jail, an attempt to notify Keefe will be made before compliance; however, compliance with required legal process will be made unless Keefe obtains a ruling or decision otherwise before the date for compliance.

**No Joint Venture or Partnership.** Nothing herein shall create, nor is intended to create, any joint venture or partnership between the parties. Furthermore, Keefe's on-site employees are not employees of the McLennan County Jail for any purpose, nor shall any employee of the McLennan County Jail be considered an employee of Keefe for any purpose.

**No Third Party Beneficiaries.** This Agreement is for the benefit of the signatory parties hereto, and is not intended to benefit, and shall create no right in favor of, or obligation against, any third party.

**Payment of Share of Revenues.** Keefe's share of monthly revenues for a month shall be remitted to Keefe at the address below no later than the last day of the following month:

Keefe Commissary Network  
10880 LinPage Place  
St. Louis, MO 63132

Notices. Notices under this Agreement shall be sent to the contacts set forth below:

For the County:

Jail Captain  
McLennan County Jail  
3201 East Highway 6  
Waco, Texas 76705

For Keefe:

Blake Taylor  
Keefe Group  
3101 Marquis Dr. Suite 200  
Garland, Texas 75042

McLennan County Jail

By: *Parnell McNamara*  
Parnell McNamara  
Sheriff  
McLennan County, Texas

Date: 12-28-15

Keefe *[Signature]*  
By: JOHN PURICOM

Its: DVE VP/EM

Date: 12/15/15

FILED: JAN 05 2016

J.A. "ANDY HARWELL, County Clerk  
McLennan County, Texas  
By: KELLY FULLBRIGHT DEPUTY

ACCEPTED BY COMMISSIONERS COURT  
THIS 5 DAY OF JAN 2016  
*[Signature]*  
COUNTY JUDGE  
*For Records*

**ORDER APPROVING PAYMENT OF FINANCIAL OBLIGATIONS  
AND AUTHORIZING THE COUNTY TREASURER TO PAY  
COUNTY CHECKS JANUARY 4, 2016**

On this the 5 day of January, 2016, came on for consideration the matter of approving payment of Financial Obligations and authorizing the County Treasurer to pay County Checks for January 4, 2016. Commissioner Perry made a motion to approve and it was seconded by Commissioner Jones. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Gibson, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Financial Obligations and Authorization of the County Treasurer be, and the same is hereby, approved by unanimous vote.

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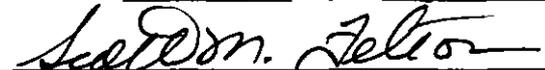
## Order of the Commissioners' Court of McLennan County

In accordance with Local Government Code Section 113.041(a), the Commissioners Court of McLennan County hereby directs the County Treasurer to release the checks to liquidate the obligations of McLennan County, Texas represented by the claims supporting the following checks, drawn on the McLennan County Treasury.

| Date Checks will be Printed | Number of Invoices | Total Amount of Invoices |
|-----------------------------|--------------------|--------------------------|
| 01-04-16                    | 554                | \$421,591.42             |
| E010416                     | 93                 | \$43,331.98              |
|                             |                    |                          |
|                             |                    |                          |
|                             |                    |                          |
| GRAND TOTAL                 | 647                | \$464,923.40             |
|                             |                    |                          |

Approved and ordered by the McLennan County Commissioners Court

on this the 5<sup>th</sup> day of JANUARY, 2016

  
County Judge

FILED: JAN 05 2016

J.A. "ANDY HARWELL, County Clerk  
McLennan County, Texas  
By: KELLY FULLBRIGHT DEPUTY

**ORDER APPROVING:**

**COUNTY TREASURER'S INVESTMENT REPORTS**  
**FOR THE MONTH ENDING NOVEMBER 30, 2016**

On this the 5 day of January, 2016, came on for consideration the regarding the County Treasurer's Investment Reports. Commissioner Perry made a motion to approve and it was seconded by Commissioner Jones. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Gibson, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Reports be, and the same are hereby, approved by unanimous vote.

-----

Weighted Average Maturity (Days), Investments Maturing in 730 days (2 Years) or Less: 60 Days

EOM Book Value of Investments With Maturity Dates Beyond 730 days (2 Years): \$11,095,618.77

EOM Book Value of Investments With Maturity Dates Beyond 11/30/2016: \$13,100,469.31

**Maturity Date Totals By Year:**

| 2015            | 2016            | 2017           | 2018           | 2019   | 2020           |
|-----------------|-----------------|----------------|----------------|--------|----------------|
| \$20,719,241.32 | \$10,151,891.96 | \$6,058,181.56 | \$4,021,299.54 | \$0.00 | \$3,020,988.21 |

**McLennan County  
Investments Detail  
11/30/2015**

**Collateralized Certificates of Deposit**

CD Average Rate of Return at End of Month: 0.66%      CD Daily Interest Accrual: \$258.39

CDs Maturing in 2 Years or Less, Weighted Average Maturity (Days): 185

| Description:             | Maturity Date: | Date Liquidated: | Interest Pays: | Interest Rate: | Previous EOM Book Value: | Int Paid Current Month: | Net Earnings Current Month: | EOM Principal Balance: | EOM Accrued Int:  | Ending Book Value:     | Next Int Pmt Due: |
|--------------------------|----------------|------------------|----------------|----------------|--------------------------|-------------------------|-----------------------------|------------------------|-------------------|------------------------|-------------------|
| Central National XXXX479 | 12/31/2017     |                  | Quarterly      | 0.95%          | \$4,050,170.04           | \$0.00                  | \$3,160.98                  | \$4,048,273.45         | \$5,057.57        | \$4,053,331.02         | 1/13/2016         |
| Central National XXXX177 | 11/30/2016     |                  | Quarterly      | 0.65%          | \$5,087,683.82           | \$8,325.95              | \$2,715.28                  | \$5,090,217.81         | \$181.30          | \$5,090,399.11         | 2/28/2015         |
| Central National XXXX193 | 4 /30/2016     |                  | Quarterly      | 0.45%          | \$5,059,621.51           | \$0.00                  | \$1,871.34                  | \$5,059,559.13         | \$1,933.72        | \$5,061,492.85         | 1/31/2016         |
| <b>CD Totals:</b>        |                |                  |                |                |                          | <b>\$8,325.95</b>       | <b>\$7,747.61</b>           | <b>\$14,198,050.39</b> | <b>\$7,172.59</b> | <b>\$14,205,222.98</b> |                   |

**US Government Agencies and Treasuries**

Security Average Rate of Return at End of Month: 1.42%      Security Daily Interest Accrual: \$350.68

Securities Maturing in 2 Years or Less, Weighted Average Maturity (Days): 0

| Description                                      | Date Settled   | Maturity Date: | Date Liquidated: | Interest Pays: | Current Coupon Rate: | Current Return Rate: | Earnings Paid Current Month: | EOM Par Value: | EOM Prin Balance: | EOM Accrued Interest: | EOM Prem_Disc Accrued: | EOM Book Value: | Next Int Payment Due: |
|--|--|----------------|------------------|----------------|----------------------|----------------------|------------------------------|----------------|-------------------|-----------------------|------------------------|-----------------|-----------------------|
| Federal National Mortgage Association 3136G2DQ7  | 2/13/2015  |                | 11/13/2015       | Semi-Annually  | 0.00%                | 0.000%               | \$8,300.00                   | \$0.00         | \$0.00            | \$0.00                |                        | \$0.00          |                       |
| Next Call Date:                                  | Callable quarterly beginning 08/13/2015.<br>Steps to 2.0% on 02/13/2017, 2.5% on 02/13/2018, 3% on 02/13/2019      |                |                  |                |                      |                      |                              |                |                   |                       |                        |                 |                       |
| Federal Home Loan Mortgage Corporation 3134G7LU3 | 7/29/2015  |                | 10/29/2015       | Semi-Annually  | 0.00%                | 0.000%               | \$0.00                       | \$0.00         | \$0.00            | \$0.00                |                        | \$0.00          |                       |
| Next Call Date:                                  | Callable quarterly beginning 10/29/2015  |                |                  |                |                      |                      |                              |                |                   |                       |                        |                 |                       |
| Federal Home Loan Mortgage Corporation 3134G6AH6 | 2/12/2015  |                | 11/12/2015       | Semi-Annually  | 0.00%                | 0.000%               | \$6,250.00                   | \$0.00         | \$0.00            | \$0.00                |                        | \$0.00          |                       |
| Next Call Date:                                  | Callable Quarterly Beginning 05/12/2015<br>1.25% To 08/12/2017, 2% To 08/12/2018, 3% To 02/12/2019, 5% To Maturity |                |                  |                |                      |                      |                              |                |                   |                       |                        |                 |                       |

**McLennan County  
Investments Detail  
11/30/2015**

|  |            |   |               |       |        |        |                |                |                |             |                |                |
|--|------------|---|---------------|-------|--------|--------|----------------|----------------|----------------|-------------|----------------|----------------|
| Federal Home Loan Mortgage Corporation 3134G7MH1 | 8/17/2015  | 8/17/2017   | Semi-Annually | 0.85% | 0.850% | \$0.00 | \$2,000,000.00 | \$2,000,000.00 | \$4,850.54     | \$0.00      | \$2,004,850.54 | 2/17/2016      |
| Next Call Date:                                  | 8/17/2016  | One time call 08/17/2016  |               |       |        |        |                |                |                |             |                |                |
| Federal Home Loan Banks 3130A5YN3                | 7/29/2015  | 10/29/2018  | Semi-Annually | 1.30% | 1.300% | \$0.00 | \$2,000,000.00 | \$2,000,000.00 | \$8,760.87     | \$0.00      | \$2,008,760.87 | 1/29/2016      |
| Next Call Date:                                  | 7/29/2016  | 07/29/2016 One Time Call  |               |       |        |        |                |                |                |             |                |                |
| Federal Home Loan Banks 3130A5LB3                | 6/30/2015  | 12/28/2018  | Semi-Annually | 1.50% | 1.500% | \$0.00 | \$2,000,000.00 | \$2,000,000.00 | \$12,538.67    | \$0.00      | \$2,012,538.67 | 12/28/2015     |
| Next Call Date:                                  | 6/28/2016  | One time call on 06/28/2016   |               |       |        |        |                |                |                |             |                |                |
| Federal National Mortgage Association 3136G2DW4  | 2/20/2015  | 2/20/2020   | Semi-Annually | 1.50% | 1.500% | \$0.00 | \$1,000,000.00 | \$1,000,000.00 | \$4,157.61     | \$0.00      | \$1,004,157.61 | 2/20/2016      |
| Next Call Date:                                  | 11/20/2015 | Callable quarterly beginning 08/20/2015; Noncallable after 08/20/2018<br>1.5% To 02/20/2017, 1.75% To 02/20/2018, 2.5 To 02/20/2019, 3% To Maturity |               |       |        |        |                |                |                |             |                |                |
| Federal Home Loan Mortgage Corporation 3134G6V42 | 6/29/2015  | 6/29/2020   | Semi-Annually | 2.00% | 2.000% | \$0.00 | \$2,000,000.00 | \$2,000,000.00 | \$16,830.60    | \$0.00      | \$2,016,830.60 | 12/29/2015     |
| Next Call Date:                                  | 12/29/2015 | Callable Quarterly beginning 12/29/2015   |               |       |        |        |                |                |                |             |                |                |
| <b>US Government Agency and Treasury Totals:</b> |            |   |               |       |        |        | \$14,550.00    | \$9,000,000.00 | \$9,000,000.00 | \$47,138.29 | \$0.00         | \$9,047,138.29 |

**Investment Pools, Money Market Mutual Funds, & Collateralized Savings Accounts**

Pool/MM Average Rate of Return at End of Month: 0.1804%

| Description:                                 | Account Type:                  | Date Liquidated: | Interest Rate: | Average Monthly Balance: | Monthly Interest Paid: | Beginning Principal:   | Deposits:             | Withdrawals:          | Ending Book Value:     |
|--|--------------------------------|------------------|----------------|--------------------------|------------------------|------------------------|-----------------------|-----------------------|------------------------|
| BBVA Compass XXXXX9475                       | Collateralized Savings Account |                  | 0.1500%        |                          | \$714.20               | \$5,992,780.04         | \$714.20              | \$0.00                | \$5,993,494.24         |
| Extraco Bank XXXX7614                        | Collateralized Savings Account |                  | 0.1500%        | \$18,672.26              | \$2.23                 | \$5,018,672.26         | \$2.23                | \$5,000,000.00        | \$18,674.49            |
| First National Bank of Central Texas XXXXX92 | Collateralized Savings Account |                  | 0.4000%        | \$901,254.41             | \$296.30               | \$901,254.41           | \$296.30              | \$0.00                | \$901,550.71           |
| TexPool 449XXXXXXXXXX                        | Investment Pool                |                  | 0.1067%        | \$100.32                 | \$0.00                 | \$100.32               | \$0.00                | \$0.00                | \$100.32               |
| TexPool 590XXXXXXXXXX                        | Investment Pool                |                  | 0.1790%        | \$9,254,291.68           | \$1,401.36             | \$2,254,244.97         | \$8,501,401.36        | \$0.00                | \$10,755,646.33        |
| TexStar XXXXXXX90                            | Investment Pool                |                  | 0.1155%        | \$132.77                 | \$0.00                 | \$132.77               | \$0.00                | \$0.00                | \$132.77               |
| <b>Interest Bearing Account Totals:</b>      |                                |                  |                |                          | <b>\$2,414.09</b>      | <b>\$14,167,184.77</b> | <b>\$8,502,414.09</b> | <b>\$5,000,000.00</b> | <b>\$17,669,598.86</b> |

**McLennan County  
Investments Detail  
11/30/2015**

**Non-Interest Bearing Collateralized Accounts**

| Description:                   | Date Liquidated: | Earnings Credit Rate: | Previous EOM Balance: | Deposits:       | Checks Issued: | ACH/Wire Withdrawals: | VOIDS:      | EOM Balance:   | Outstanding Checks | EOM Adjustments | Ending Bank Statement Bal |
|--------------------------------|------------------|-----------------------|-----------------------|-----------------|----------------|-----------------------|-------------|----------------|--------------------|-----------------|---------------------------|
| Bank of America<br>XXXXXXXX432 |                  | 0.15%                 | \$5,127,241.84        | \$18,175,919.29 | \$3,698,959.22 | \$16,571,421.25       | \$16,861.80 | \$3,049,642.46 | \$1,068,839.05     | \$0.00          | \$4,118,481.51            |

NonInterest Bearing Account Totals:      \$3,049,642.46



**McLennan County Investment Officer**  
Per Government Code 2256.023(b)(3)

Total Book Value Effective 11/30/2015      **\$43,971,602.59**

ACCEPTED BY COMMISSIONERS COURT  
THIS 5 DAY OF JAN 2016 *For RECORD*  
*[Signature]*  
COUNTY JUDGE

**McLennan County  
Cash Transaction Summary  
11/30/2015**

|                   |                          |                           |                         |
|-------------------|--------------------------|---------------------------|-------------------------|
| <b>10/31/2015</b> | <b>Beginning Balance</b> | <b>Total Investments:</b> | <b>Pooled Cash DDA:</b> |
|                   |                          | \$46,539,763.66           | \$5,127,241.84          |

**Revenue/Deposits**

|  |                |                 |
|--|----------------|-----------------|
| <b>November 2015 Investment Income</b>     | \$23,188.31    |                 |
| <b>November 2015 NonInvestment Revenue</b> | \$9,162,169.29 | \$18,175,919.29 |

**Disbursements**

**Checks Issued**

| Transaction<br>Date: | Check Range       | Type:            | Amount:        |
|----------------------|-------------------|------------------|----------------|
| 11/2/2015            | 311341 - 311349   | Accounts Payable | \$8,575.43     |
| 11/3/2015            | 311350 - 311624   | Accounts Payable | \$1,151,979.57 |
| 11/9/2015            | 311625 - 311666   | Accounts Payable | \$22,879.12    |
| 11/10/2015           | 311667 - 311930   | Accounts Payable | \$380,859.92   |
| 11/12/2015           | 311931 - 311932   | Accounts Payable | \$331.00       |
| 11/13/2015           | 311933 - 311952   | Accounts Payable | \$94,334.58    |
| 11/13/2015           | 5010726 - 5010819 | Payroll          | \$92,566.32    |
| 11/16/2015           | 311953 - 311985   | Accounts Payable | \$46,849.29    |
| 11/16/2015           | 5010820 - 5011002 | Payroll          | \$41,306.81    |
| 11/17/2015           | 311986 - 312204   | Accounts Payable | \$372,456.09   |
| 11/20/2015           | 312205 - 312213   | Accounts Payable | \$63,163.04    |
| 11/23/2015           | 312214 - 312228   | Accounts Payable | \$29,783.10    |
| 11/24/2015           | 312229 - 312475   | Accounts Payable | \$1,218,187.17 |
| 11/27/2015           | 5011003 - 5011086 | Payroll          | \$88,233.23    |
| 11/30/2015           | 312476 - 312494   | Accounts Payable | \$87,454.55    |

|                       |                |                |
|-----------------------|----------------|----------------|
| <b>Checks Issued:</b> | \$3,698,959.22 | \$3,698,959.22 |
|-----------------------|----------------|----------------|

**ACH/Wire Disbursements**

| Transaction<br>Date: | Purpose:                                  | Amount:        | DDA Only:                           |
|----------------------|---|----------------|-------------------------------------|
| 11/2/2015            | IRS 941 Tax Payment                       | \$373,150.62   | <input type="checkbox"/>            |
| 11/2/2015            | IRS 941 Tax Payment                       | \$718.48       | <input type="checkbox"/>            |
| 11/2/2015            | Child Support                             | \$9,251.84     | <input type="checkbox"/>            |
| 11/2/2015            | Health Savings Account Deposits           | \$6,454.19     | <input type="checkbox"/>            |
| 11/3/2015            | Transfer to Investment                    | \$6,500,000.00 | <input checked="" type="checkbox"/> |
| 11/3/2015            | Transfer: Employee Health Insurance Trust | \$505,994.25   | <input type="checkbox"/>            |
| 11/3/2015            | ACH Accounts Payable                      | \$5,200.00     | <input type="checkbox"/>            |
| 11/4/2015            | ACH Accounts Payable                      | \$29,938.50    | <input type="checkbox"/>            |
| 11/5/2015            | County Payroll                            | \$2,599.38     | <input type="checkbox"/>            |
| 11/5/2015            | US Bank: Waco ICE                         | \$966.00       | <input type="checkbox"/>            |
| 11/5/2015            | US Bank: Austin ICE                       | \$207.00       | <input type="checkbox"/>            |
| 11/5/2015            | Bank Service Charge                       | \$40.00        | <input type="checkbox"/>            |
| 11/6/2015            | Employee Retirement                       | \$2,000,000.00 | <input type="checkbox"/>            |
| 11/9/2015            | US Bank: Johnson County                   | \$40,788.00    | <input type="checkbox"/>            |
| 11/10/2015           | ACH Accounts Payable                      | \$2,525.00     | <input type="checkbox"/>            |
| 11/10/2015           | ACA Transitional Reinsurance Program      | \$13,555.50    | <input type="checkbox"/>            |
| 11/12/2015           | Child Support                             | \$9,101.84     | <input type="checkbox"/>            |
| 11/12/2015           | ACH Accounts Payable                      | \$30,229.24    | <input type="checkbox"/>            |
| 11/13/2015           | ACH Payroll                               | \$922,992.37   | <input type="checkbox"/>            |
| 11/16/2015           | IRS 941 Tax Payment                       | \$382,981.59   | <input type="checkbox"/>            |
| 11/16/2015           | Transfer to Investment                    | \$2,000,000.00 | <input checked="" type="checkbox"/> |

**McLennan County  
Cash Transaction Summary  
11/30/2015**

**Total Investments:**

**Pooled Cash DDA:**

|  |                |                           |                           |
|--|----------------|---------------------------|---------------------------|
| 11/16/2015 Employee Retirement                       | \$691,931.97   |                           | <input type="checkbox"/>  |
| 11/17/2015 IRS 941 Tax Payment                       | \$1,643.66     |                           | <input type="checkbox"/>  |
| 11/17/2015 Health Savings Account Deposits           | \$6,975.67     |                           | <input type="checkbox"/>  |
| 11/17/2015 ACH Accounts Payable                      | \$4,752.06     |                           | <input type="checkbox"/>  |
| 11/18/2015 ACH Accounts Payable                      | \$42,541.05    |                           | <input type="checkbox"/>  |
| 11/20/2015 US Bank: US Marshall                      | \$261,579.00   |                           | <input type="checkbox"/>  |
| 11/23/2015 IRS 941 Tax Payment                       | \$2,220.26     |                           | <input type="checkbox"/>  |
| 11/24/2015 US Bank: Bureau of Prisons                | \$12,558.00    |                           | <input type="checkbox"/>  |
| 11/24/2015 ACH Accounts Payable                      | \$5,933.00     |                           | <input type="checkbox"/>  |
| 11/25/2015 IGT Medicaid/Indigent Health Care Payment | \$1,341,022.80 |                           | <input type="checkbox"/>  |
| 11/25/2015 ACH Accounts Payable                      | \$28,422.99    |                           | <input type="checkbox"/>  |
| 11/27/2015 ACH Payroll                               | \$937,714.84   |                           | <input type="checkbox"/>  |
| 11/30/2015 IRS 941 Tax Payment                       | \$387,109.36   |                           | <input type="checkbox"/>  |
| 11/30/2015 TDCJ: Adult Probation Employee Benefits   | \$10,322.79    |                           | <input type="checkbox"/>  |
| <b>ACH/Wire Disbursements:</b>                       |                | <b>\$8,071,421.25</b>     | <b>\$16,571,421.25</b>    |
| <b>Voided Checks:</b>                                |                | <b><u>\$16,861.80</u></b> | <b><u>\$16,861.80</u></b> |
| <b>Disbursement Total:</b>                           |                | <b>\$11,753,518.67</b>    | <b>\$20,253,518.67</b>    |

**Ending Balances**

|   |                               |                              |
|---|-------------------------------|------------------------------|
| <b>Pooled Cash EOM Balance 11/30/2015</b> | <b><u>\$43,971,602.59</u></b> | <b><u>\$3,049,642.46</u></b> |
| <b>Outstanding Checks:</b>                |                               | <b>\$1,068,839.05</b>        |
| <b>Depository Adjustments:</b>            |                               | <b>\$0.00</b>                |
| <b>Bank Balance:</b>                      |                               | <b><u>\$4,118,481.51</u></b> |
| <b>Pooled Cash EOM Balance 11/30/2014</b> | <b><u>\$43,104,715.01</u></b> |                              |
| <b>Annual Increase in EOM Balance</b>     | <b>\$866,887.58</b>           |                              |

## Fiscal Year-to-Date Investment Summary

**11/30/2015**

| Description           | Date Liquidated: | Maturity Date | Current Rate of Return: | Investment Type | Current Month Earnings Paid: | Fiscal Year-to-Date Earnings Paid | Fiscal Year-to-Date Earnings Accrued: | EOM Book Value  |
|-----------------------|------------------|---------------|-------------------------|-----------------|------------------------------|-----------------------------------|---------------------------------------|-----------------|
| FHLMC 3134G7MH1       |                  | 8 /17/2017    | 0.8500%                 | AGENCY          | \$0.00                       | \$0.00                            | \$2,817.94                            | \$2,004,850.54  |
| FHLB 3130A5YN3        |                  | 10/29/2018    | 1.3000%                 | AGENCY          | \$0.00                       | \$0.00                            | \$4,309.79                            | \$2,008,760.87  |
| FHLB 3130A5LB3        |                  | 12/28/2018    | 1.5000%                 | AGENCY          | \$0.00                       | \$0.00                            | \$4,999.08                            | \$2,012,538.67  |
| FHLMC 3134G7LU3       | 10/29/2015       | 7 /29/2019    | 0.0000%                 | AGENCY          | \$0.00                       | \$8,500.00                        | \$2,679.35                            | \$0.00          |
| FHLMC 3134G6AH6       | 11/12/2015       | 2 /12/2020    | 0.0000%                 | AGENCY          | \$6,250.00                   | \$6,250.00                        | \$2,921.20                            | \$0.00          |
| FNMA 3136G2DQ7        | 11/13/2015       | 2 /13/2020    | 0.0000%                 | AGENCY          | \$8,300.00                   | \$8,300.00                        | \$4,286.63                            | \$0.00          |
| FNMA 3136G2DW4        |                  | 2 /20/2020    | 1.5000%                 | AGENCY          | \$0.00                       | \$0.00                            | \$2,486.42                            | \$1,004,157.61  |
| FHLMC 3134G6V42       |                  | 6 /29/2020    | 2.0000%                 | AGENCY          | \$0.00                       | \$0.00                            | \$11,748.64                           | \$2,016,830.60  |
| CNB XXXX193           |                  | 4 /30/2016    | 0.4500%                 | CD              | \$0.00                       | \$5,732.29                        | \$3,802.95                            | \$5,061,492.85  |
| CNB XXXX177           |                  | 11/30/2016    | 0.6500%                 | CD              | \$8,325.95                   | \$8,325.95                        | \$5,520.76                            | \$5,090,399.11  |
| CNB XXXX479           |                  | 12/31/2017    | 0.9500%                 | CD              | \$0.00                       | \$9,644.10                        | \$11,642.27                           | \$4,053,331.02  |
| BOA XXXXXX432         |                  |               | 0.1500%                 | DDA             | \$0.00                       | \$0.00                            | \$0.00                                | \$3,049,642.46  |
| TEXPOOL 590XXXXXXXXXX |                  |               | 0.1790%                 | POOL            | \$1,401.36                   | \$2,206.70                        | \$2,206.70                            | \$10,755,646.33 |
| TEXPOOL 449XXXXXXXXXX |                  |               | 0.1067%                 | POOL            | \$0.00                       | \$0.00                            | \$0.00                                | \$100.32        |
| TEXSTAR XXXXXXXX90    |                  |               | 0.1155%                 | POOL            | \$0.00                       | \$0.00                            | \$0.00                                | \$132.77        |
| BBVA XXXXXX9475       |                  |               | 0.1500%                 | SAVINGS         | \$714.20                     | \$1,477.57                        | \$1,477.57                            | \$5,993,494.24  |
| EXTRACO XXXX7614      |                  |               | 0.1500%                 | SAVINGS         | \$2.23                       | \$678.57                          | \$678.57                              | \$18,674.49     |
| FNBCT XXXXXX92        |                  |               | 0.4000%                 | SAVINGS         | \$296.30                     | \$602.38                          | \$602.38                              | \$901,550.71    |
| End of Month Totals:  |                  |               |                         |                 | \$25,290.04                  | \$51,717.56                       | \$62,180.23                           | \$43,971,602.59 |

Market Value Source: TEXPOOL

**Change in Book Value and Market Value  
Between 10/31/2015 and 11/30/2015**

|   | 10/31/2015               |                            | 11/30/2015              |                           | Change in Book Value: | Current EOM Market Value More or (Less) than Book Value |
|---|--------------------------|----------------------------|-------------------------|---------------------------|-----------------------|---|
|   | Previous EOM Book Value: | Previous EOM Market Value: | Current EOM Book Value: | Current EOM Market Value: |                       |   |
| <b>Collateralized Certificates of Deposit</b>   |                          |                            |                         |                           |                       |   |
| CNB XXXX479   | \$4,050,170.04           | \$4,050,170.04             | \$4,053,331.02          | \$4,053,331.02            |                       | \$0.00  |
| CNB XXXX177   | \$5,087,683.82           | \$5,087,683.82             | \$5,090,399.11          | \$5,090,399.11            |                       | \$0.00  |
| CNB XXXX193   | \$5,059,621.51           | \$5,059,621.51             | \$5,061,492.85          | \$5,061,492.85            |                       | \$0.00  |
| Subtotal Collateralized Certificates of Deposit   | \$14,197,475.37          | \$14,197,475.37            | \$14,205,222.98         | \$14,205,222.98           | \$7,747.61            | \$0.00  |
| <b>Investment Pools, Money Market Mutual Funds, &amp; Collateralized Savings Accounts</b> |                          |                            |                         |                           |                       |   |
| BBVA XXXXXX9475   | \$5,992,780.04           | \$5,992,780.04             | \$5,993,494.24          | \$5,993,494.24            |                       | \$0.00  |
| TEXPOOL 590XXXXXXXXXX   | \$2,254,244.97           | \$2,254,244.97             | \$10,755,646.33         | \$10,755,646.33           |                       | \$0.00  |
| FNBCT XXXXXX92  | \$901,254.41             | \$901,254.41               | \$901,550.71            | \$901,550.71              |                       | \$0.00  |
| TEXPOOL 449XXXXXXXXXX   | \$100.32                 | \$100.32                   | \$100.32                | \$100.32                  |                       | \$0.00  |
| EXTRACO XXXX7614  | \$5,018,672.26           | \$5,018,672.26             | \$18,674.49             | \$18,674.49               |                       | \$0.00  |
| TEXSTAR XXXXXX90  | \$132.77                 | \$132.77                   | \$132.77                | \$132.77                  |                       | \$0.00  |
| Subtotal Investment Pools, Money Market Mutual Funds, & Collateralized Savings Accounts   | \$14,167,184.77          | \$14,167,184.77            | \$17,669,598.86         | \$17,669,598.86           | \$3,502,414.09        | \$0.00  |
| <b>Non-Interest Bearing Collateralized Accounts</b>                                       |                          |                            |                         |                           |                       |   |
| BOA XXXXXX432   | \$5,127,241.84           | \$5,127,241.84             | \$3,049,642.46          | \$3,049,642.46            |                       | \$0.00  |
| Subtotal Non-Interest Bearing Collateralized Accounts                                     | \$5,127,241.84           | \$5,127,241.84             | \$3,049,642.46          | \$3,049,642.46            | (\$2,077,599.38)      | \$0.00  |
| <b>US Government Agencies and Treasuries</b>  |                          |                            |                         |                           |                       |   |

**Change in Book Value and Market Value  
Between 10/31/2015 and 11/30/2015**

|  | 10/31/2015               |                            | 11/30/2015              |                           | Change in Book Value: | Current EOM Market Value More or (Less) than Book Value |
|--|--------------------------|----------------------------|-------------------------|---------------------------|-----------------------|---|
|  | Previous EOM Book Value: | Previous EOM Market Value: | Current EOM Book Value: | Current EOM Market Value: |                       |   |
| FHLMC 3134G6V42                                | \$2,013,551.91           | \$2,016,445.91             | \$2,016,830.60          | \$2,017,802.60            |                       | \$972.00  |
| FHLB 3130A5LB3                                 | \$2,010,080.11           | \$2,015,356.11             | \$2,012,538.67          | \$2,015,220.67            |                       | \$2,682.00  |
| FHLMC 3134G6AH6                                | \$2,005,434.78           | \$2,005,888.78             | \$0.00                  |                           |                       | \$0.00  |
| FHLMC 3134G7LU3                                | \$0.00                   | \$0.00                     | \$0.00                  |                           |                       | \$0.00  |
| FHLMC 3134G7MH1                                | \$2,003,464.67           | \$2,004,876.67             | \$2,004,850.54          | \$2,003,262.54            |                       | (\$1,588.00)  |
| FNMA 3136G2DQ7                                 | \$2,005,754.13           | \$2,006,930.22             | \$0.00                  |                           |                       | \$0.00  |
| FNMA 3136G2DW4                                 | \$1,002,934.78           | \$1,003,376.78             | \$1,004,157.61          | \$1,005,838.61            |                       | \$1,681.00  |
| FHLB 3130A5YN3                                 | \$2,006,641.30           | \$2,011,173.30             | \$2,008,760.87          | \$2,010,548.87            |                       | \$1,788.00  |
| Subtotal US Government Agencies and Treasuries | \$13,047,861.68          | \$13,064,047.78            | \$9,047,138.29          | \$9,052,673.29            | (\$4,000,723.39)      | \$5,535.00  |
| Overall Totals                                 | \$46,539,763.66          | \$46,555,949.76            | \$43,971,602.59         | \$43,977,137.59           | (\$2,568,161.07)      | \$5,535.00  |

Market Value Source: TexPool

**Depository Collateral Report  
Effective  
11/30/2015**

**Bank of America**

| Custodian                                      | Description                         | CUSIP/LOC# | Maturity Date: | Interest Rate: | Price      | EOM Basis      | EOM Market Value<br>Excluding Accrued<br>Interest: |
|--|-------------------------------------|------------|----------------|----------------|------------|----------------|--|
| Federal Reserve Bank                           | FNMA Multi-Family CMO               | 3136AGMB5  | 3/25/2013      | 4.0000%        | 0.9980905  | \$830,088.57   | \$828,503.52                                       |
| Federal Reserve Bank                           | FHLMC Gold Mortgage Backed Security | 31294KSN6  | 8/1/2018       | 4.5000%        | 1.03315816 | \$8,741,977.92 | \$9,031,845.82                                     |
| Federal Reserve Bank                           | GNMA Pass-Thru X Platinum           | 36225BZQ4  | 9/15/2018      | 4.5000%        | 1.03289258 | \$5,406,643.75 | \$5,584,482.21                                     |
| Federal Reserve Bank                           | FNMA Pass-Thru Int                  | 31385XT23  | 12/1/2018      | 4.0000%        | 1.04321432 | \$746,821.84   | \$779,095.24                                       |
| <b>Bank of America Collateral Subtotal:</b>    |                                     |            |                |                |            |                | <b>\$16,223,926.79</b>                             |
| <b>FDIC Coverage:</b>                          |                                     |            |                |                |            |                | <b><u>\$250,000.00</u></b>                         |
| <b>Bank of America Total Deposit Coverage:</b> |                                     |            |                |                |            |                | <b>\$16,473,926.79</b>                             |
| <b>Bank of America Total Deposits:</b>         |                                     |            |                |                |            |                | <b><u>\$11,663,846.04</u></b>                      |
| <b>Collateral Surplus</b>                      |                                     |            |                |                |            |                | <b>\$4,810,080.75</b>                              |

**BBVA Compass**

| Custodian                                   | Description                  | CUSIP/LOC# | Maturity Date: | Interest Rate: | Price | EOM Basis      | EOM Market Value<br>Excluding Accrued<br>Interest: |
|---|------------------------------|------------|----------------|----------------|-------|----------------|--|
| FHLB Letter of Credit                       | FHLB Letter of Credit #XX095 | XX095      | 2/24/2016      | 0.0000%        | 1     | \$6,500,000.00 | \$6,500,000.00                                     |
| <b>BBVA Compass Collateral Subtotal:</b>    |                              |            |                |                |       |                | <b>\$6,500,000.00</b>                              |
| <b>FDIC Coverage:</b>                       |                              |            |                |                |       |                | <b><u>\$250,000.00</u></b>                         |
| <b>BBVA Compass Total Deposit Coverage:</b> |                              |            |                |                |       |                | <b>\$6,750,000.00</b>                              |
| <b>BBVA Compass Total Deposits:</b>         |                              |            |                |                |       |                | <b><u>\$5,993,494.24</u></b>                       |
| <b>Collateral Surplus</b>                   |                              |            |                |                |       |                | <b>\$756,505.76</b>                                |

**Depository Collateral Report**

**Effective**

**11/30/2015**

**Central National**

| Custodian             | Description                      | CUSIP/LOC# | Maturity Date: | Interest Rate: | Price | EOM Basis                                       | EOM Market Value<br>Excluding Accrued<br>Interest: |
|-----------------------|----------------------------------|------------|----------------|----------------|-------|---|--|
| FHLB Letter of Credit | FHLB Letter of Credit #XXXX00049 | XXXX00049  | 3/25/2016      | 0.0000%        | 1     | \$5,000,000.00                                  | \$5,000,000.00                                     |
| FHLB Letter of Credit | FHLB Letter of Credit #XXXX00050 | XXXX00050  | 5/31/2016      | 0.0000%        | 1     | \$5,100,000.00                                  | \$5,100,000.00                                     |
| FHLB Letter of Credit | FHLB Letter of Credit #XXXX00055 |            | 1/16/2018      | 0.0000%        | 1     | \$4,000,000.00                                  | \$4,000,000.00                                     |
|                       |                                  |            |                |                |       | Central National Collateral Subtotal:           | \$14,100,000.00                                    |
|                       |                                  |            |                |                |       | FDIC Coverage:                                  | <u>\$250,000.00</u>                                |
|                       |                                  |            |                |                |       | <b>Central National Total Deposit Coverage:</b> | <b>\$14,350,000.00</b>                             |
|                       |                                  |            |                |                |       | <b>Central National Total Deposits:</b>         | <b><u>\$14,205,222.98</u></b>                      |
|                       |                                  |            |                |                |       | Collateral Surplus                              | <b>\$144,777.02</b>                                |

**Extraco Bank**

| Custodian             | Description                        | CUSIP/LOC#  | Maturity Date: | Interest Rate: | Price | EOM Basis                                   | EOM Market Value<br>Excluding Accrued<br>Interest: |
|-----------------------|------------------------------------|-------------|----------------|----------------|-------|---|--|
| FHLB Letter of Credit | FHLB Letter Of Credit #XXXXXXXX005 | XXXXXXXX005 | 11/17/2015     | 0.0000%        | 1     | \$31,000,000.00                             | \$31,000,000.00                                    |
|                       |                                    |             |                |                |       | Extraco Bank Collateral Subtotal:           | \$31,000,000.00                                    |
|                       |                                    |             |                |                |       | FDIC Coverage:                              | <u>\$250,000.00</u>                                |
|                       |                                    |             |                |                |       | <b>Extraco Bank Total Deposit Coverage:</b> | <b>\$31,250,000.00</b>                             |
|                       |                                    |             |                |                |       | <b>Extraco Bank Total Deposits:</b>         | <b><u>\$18,674.49</u></b>                          |
|                       |                                    |             |                |                |       | Collateral Surplus                          | <b>\$31,231,325.51</b>                             |

**Depository Collateral Report  
Effective  
11/30/2015**

**First National Bank of Central Texas**

| Custodian   | Description               | CUSIP/LOC# | Maturity Date: | Interest Rate: | Price      | EOM Basis    | EOM Market Value<br>Excluding Accrued<br>Interest: |
|---|---------------------------|------------|----------------|----------------|------------|--------------|--|
| BBVA Compass  | LEANDER TX ISD #5218405V6 | 5218405V6  | 8/15/2021      | 5.0000%        | 1.14753    | \$500,000.00 | \$573,765.00                                       |
| BBVA Compass  | FNMA #31418AU48           | 31418AU48  | 7/1/2023       | 2.5000%        | 1.02348572 | \$648,219.81 | \$663,443.72                                       |
| BBVA Compass  | FNMA #3138AVRHO           | 3138AVRHO  | 10/1/2026      | 3.0000%        | 1.038883   | \$823,157.24 | \$855,164.06                                       |
| BBVA Compass  | DALLAS TX ISD             | 235308SJ3  | 8/15/2028      | 5.0000%        | 1.19274    | \$500,000.00 | \$596,370.00                                       |
| First National Bank of Central Texas Collateral Subtotal:           |                           |            |                |                |            |              | \$2,688,742.78                                     |
| FDIC Coverage:  |                           |            |                |                |            |              | <u>\$250,000.00</u>                                |
| <b>First National Bank of Central Texas Total Deposit Coverage:</b> |                           |            |                |                |            |              | <b>\$2,938,742.78</b>                              |
| <b>First National Bank of Central Texas Total Deposits:</b>         |                           |            |                |                |            |              | <b><u>\$901,550.71</u></b>                         |
| Collateral Surplus  |                           |            |                |                |            |              | <b>\$2,037,192.07</b>                              |

**FILED: JAN 05 2016**

**J.A. "ANDY HARWELL, County Clerk  
McLennan County, Texas  
By: KELLY FULLBRIGHT DEPUTY**

**ORDER APPROVING TRAVEL AND EDUCATION REQUESTS:**

**TEXAS A&M AGRILIFE EXTENSION SERVICE**

**AND**

**COUNTY SHERIFF**

On this the 5 day of January, 2016, came on for consideration the matter of Travel and/or Education Requests / Ratifications: Texas A&M AgriLife Extension Service (5 requests) and County Sheriff (2 requests). Commissioner Perry made a motion to approve and it was seconded by Commissioner Jones. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Gibson, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Travel Requests be, and the same are hereby, approved by unanimous vote.

-----



# McLennan County, Texas Out of County Travel Request Form

Department: Texas A&M AgriLife Extension Service

Conference/Training: San Angelo Livestock Show

Purpose: Supervise 4-H'ers at Stock Show

Destination: San Angelo, TX

From Date: 2/5/2016 To Date: 2/21/2016

Traveling Employees:  
Erich Schatte Shane McLellan

Kelsey P. Schatte

Registration fee: \_\_\_\_\_ per person

This request includes (please check all that apply):

Lodging (include rate below)   
Parking (include rate below)

Mileage Reimbursement   
Meal Reimbursement

Other: Parking at Grounds   
Gate Entry Fee   
Toll Road Fees

Hotel room rate: \_\_\_\_\_ per night

Check if applicable: Conference/Host Hotel rate exceeds County Travel Policy rate of \$100 per night; request reimbursement of Conference/Host Hotel rate

Hotel parking rate: \_\_\_\_\_ self park rate per night

parking rate is valet; self park is not available

Budget: 

| Fund | Deptid | Account | Project |
|------|--------|---------|---------|
|      |        |         |         |

Additional Comments:

**(Please include any other anticipated expenses with detailed amounts if possible)  
(Examples include: tolls, taxi, rental car, airfare, airport parking, etc.)**

Expenses will include lodging, meals, parking at motel, parking at fair grounds, toll road fees, and gate entry fees. Agents will only attend on days 4-H'ers need supervising.

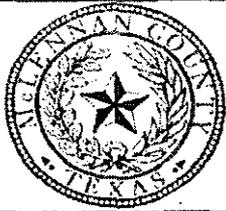
Department Authorization:

Commissioners Court Approval:

APPROVED BY COMMISSIONERS COURT  
THIS 5 DAY OF JAN 20 16  
Shane McLellan  
COUNTY JUDGE

FILED: **JAN 05 2016**

J.A. "ANDY HARWELL, County Clerk  
McLennan County, Texas  
By: KELLY FULLBRIGHT DEPUTY



# McLennan County, Texas Out of County Travel Request Form

Department: Texas A&M AgriLife Extension Service

Conference/Training: Rodeo Austin Livestock Show

Purpose: Supervise 4-H'ers at Stock Show

Destination: Austin, TX

From Date: 3/12/2016 To Date: 3/26/2016

Traveling Employees:

Erich Schatte Shane McLellan

Kelsey P. Schatte

Registration fee: \_\_\_\_\_ per person

This request includes (please check all that apply):

Lodging (include rate below)   
 Parking (include rate below)

Mileage Reimbursement   
 Meal Reimbursement

Other: Parking at Grounds   
Gate Entry Fee   
Toll Road Fees

Hotel room rate: \_\_\_\_\_ per night

Check if applicable: Conference/Host Hotel rate exceeds County Travel Policy rate of \$100 per night; request reimbursement of Conference/Host Hotel rate

Hotel parking rate: \_\_\_\_\_ self park rate per night

parking rate is valet; self park is not available

Budget: 

| Fund | Deptid | Account | Project |
|------|--------|---------|---------|
|      |        |         |         |

Additional Comments:

(Please include any other anticipated expenses with detailed amounts if possible)  
 (Examples include: tolls, taxi, rental car, airfare, airport parking, etc.)

Expenses will include lodging, meals, parking at motel, parking at fair grounds, toll road fees, and gate entry fees. Agents will only attend on days 4-H'ers need supervising.

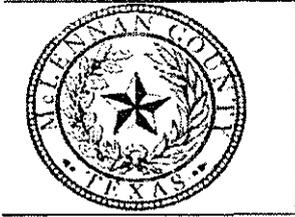
Department Authorization:

Commissioners Court Approval:

APPROVED BY COMMISSIONERS COURT  
 THIS 5 DAY OF JAN 20 16  
  
 COUNTY JUDGE

FILED: 'JAN 05 2016'

J.A. "ANDY HARWELL, County Clerk  
 McLennan County, Texas  
 By: KELLY FULLBRIGHT DEPUTY



# McLennan County, Texas Out of County Travel Request Form

Department: Texas A&M AgriLife Extension Service

Conference/Training: Houston Livestock Show

Purpose: Supervise 4-H'ers at Stock Show

Destination: Houston, TX

From Date: 2/28/2016 To Date: 3/20/2016

Traveling Employees:

Erich Schatte Shane McLellan

Kelsey P. Schatte

Registration fee: \_\_\_\_\_ per person

This request includes (please check all that apply):

|  |  |   |
|--|--|---|
| Lodging (include rate below) <input checked="" type="checkbox"/> | Mileage Reimbursement <input type="checkbox"/>         | Other: Parking at Grounds <input checked="" type="checkbox"/> |
| Parking (include rate below) <input checked="" type="checkbox"/> | Meal Reimbursement <input checked="" type="checkbox"/> | Gate Entry Fee <input checked="" type="checkbox"/>            |
|  |  | Toll Road Fees <input checked="" type="checkbox"/>            |

Hotel room rate: \_\_\_\_\_ per night

Check if applicable: Conference/Host Hotel rate exceeds County Travel Policy rate of \$100 per night; request reimbursement of Conference/Host Hotel rate

Hotel parking rate: \_\_\_\_\_ self park rate per night

parking rate is valet; self park is not available

Budget:

| Fund | Deptid | Account | Project |
|------|--------|---------|---------|
|      |        |         |         |

Additional Comments:

(Please include any other anticipated expenses with detailed amounts if possible)  
(Examples include: tolls, taxi, rental car, airfare, airport parking, etc.)

Expenses will include lodging, meals, parking at motel, parking at fair grounds, toll road fees, and gate entry fees. Agents will only attend on days 4-H'ers need supervising.

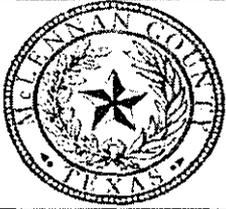
Department Authorization:

Commissioners Court Approval:

APPROVED BY COMMISSIONERS COURT  
THIS 5 DAY OF JAN 2016  
Seeldon Felton  
COUNTY JUDGE

FILED: JAN 05 2016

J.A. ANDY HARWELL, County Clerk  
McLennan County, Texas  
By: KELLY FULLBRIGHT DEPUTY



# McLennan County, Texas Out of County Travel Request Form

Department: Texas A&M AgriLife Extension Service

Conference/Training: Ft. Worth Livestock Show

Purpose: Supervise 4-H'ers at Stock Show

Destination: Ft. Worth, TX

From Date: 1/15/2016 To Date: 2/6/2016

Traveling Employees:  
Erich Schatte Shane McLellan

Kelsey P. Schatte

Registration fee: \_\_\_\_\_ per person

This request includes (please check all that apply):

Lodging (include rate below)   
Parking (include rate below)

Mileage Reimbursement   
Meal Reimbursement

Other: 

|                    |                                     |
|--------------------|-------------------------------------|
| Parking at Grounds | <input checked="" type="checkbox"/> |
| Gate Entry Fee     | <input checked="" type="checkbox"/> |
| Toll Road Fees     | <input checked="" type="checkbox"/> |

Hotel room rate: \_\_\_\_\_ per night

Check if applicable: Conference/Host Hotel rate exceeds County Travel Policy rate of \$100 per night; request reimbursement of Conference/Host Hotel rate

Hotel parking rate: \_\_\_\_\_ self park rate per night  parking rate is valet; self park is not available

Budget: 

| Fund | Deptid | Account | Project |
|------|--------|---------|---------|
|      |        |         |         |

Additional Comments:  
**(Please include any other anticipated expenses with detailed amounts if possible)**  
**(Examples include: tolls, taxi, rental car, airfare, airport parking, etc.)**

Expenses will include lodging, meals, parking at motel, parking at fair grounds, toll road fees, and gate entry fees. Agents will only attend on days 4-H'ers need supervising.

Department Authorization:

Commissioners Court Approval:  

|   |
|---|
| APPROVED BY COMMISSIONERS COURT<br>THIS <u>5</u> DAY OF <u>JAN</u> 20 <u>16</u><br><br>COUNTY JUDGE |
|---|

FILED: **JAN 05 2016**

J.A. \*ANDY HARWELL, County Clerk  
McLennan County, Texas  
By: KELLY FULLBRIGHT DEPUTY



# McLennan County, Texas Out of County Travel Request Form

Department: Texas A&M AgriLife Extension Service

Conference/Training: San Antonio Livestock Show

Purpose: Supervise 4-H'ers at Stock Show

Destination: San Antonio, TX

From Date: 2/11/2016 To Date: 2/28/2016

Traveling Employees:

Erich Schatte Shane McLellan

Kelsey P. Schatte

Registration fee: \_\_\_\_\_ per person

This request includes (please check all that apply):

|  |  |   |
|--|--|---|
| Lodging (include rate below) <input checked="" type="checkbox"/> | Mileage Reimbursement <input type="checkbox"/>         | Other: Parking at Grounds <input checked="" type="checkbox"/> |
| Parking (include rate below) <input checked="" type="checkbox"/> | Meal Reimbursement <input checked="" type="checkbox"/> | Gate Entry Fee <input checked="" type="checkbox"/>            |
|  |  | Toll Road Fees <input checked="" type="checkbox"/>            |

Hotel room rate: \_\_\_\_\_ per night

Check if applicable: Conference/Host Hotel rate exceeds County Travel Policy rate of \$100 per night: request reimbursement of Conference/Host Hotel rate

Hotel parking rate: \_\_\_\_\_ self park rate per night  parking rate is valet; self park is not available

|         |      |        |         |         |
|---------|------|--------|---------|---------|
| Budget: | Fund | Deptid | Account | Project |
|         |      |        |         |         |

Additional Comments:

**(Please include any other anticipated expenses with detailed amounts if possible)  
(Examples include: tolls, taxi, rental car, airfare, airport parking, etc.)**

Expenses will include lodging, meals, parking at motel, parking at fair grounds, toll road fees, and gate entry fees. Agents will only attend on days 4-H'ers need supervising.

Department Authorization:

Commissioners Court Approval:

APPROVED BY COMMISSIONERS COURT  
THIS 5 DAY OF JAN, 2016  
  
COUNTY JUDGE

FILED: **JAN 05 2016**  
JA. "ANDY HARWELL, County Clerk  
McLennan County, Texas  
By: KELLY FULLBRIGHT DEPUTY



McLennan County, Texas
Out of County Travel Request Form

Department: SHERIFF'S OFFICE

Conference/Training: Glock Armorer's School

Purpose: TRAINING

Location: Fort Worth, TX

From Date: 3/15/2015 To Date: 3/15/2015

Traveling Employees: William O. Griffin

Registration fee: \$250.00 ea. = \$250.00 TOTAL

This request includes (please check all that apply):

Lodging (include rate below) [ ] Mileage Reimbursement [ ]
Parking (include rate below) [ ] Meal Reimbursement [X] Other: [ ]

Hotel room rate: [ ] ea. = [ ] Total [ ] plus taxes

[ ] Check if applicable: Conference/Host Hotel rate exceeds County Travel Policy rate of \$100 per night; request reimbursement of Conference/Host Hotel rate

Hotel parking rate: [ ] self park rate per night [ ] parking rate is valet; self park is not available

Table with columns: Fund, Deptid, Account, Project. Values: 001, 20-35-2200, 619102

Additional Comments: (Please include any other anticipated expenses with detailed amounts if possible) (Examples include: tolls, taxi, rental car, airfare, airport parking, etc.)

Department Authorization: Sgt. Brian Kurl

Commissioners Court Approval: APPROVED BY COMMISSIONERS COURT THIS 5 DAY OF JAN 20 16 [Signature] COUNTY JUDGE

FILED: JAN 05 2016

J.A. "ANDY HARWELL, County Clerk
McLennan County, Texas
By: KELLY FULLBRIGHT DEPUTY



McLennan County, Texas
Out of County Travel Request Form

Department: SHERIFF'S OFFICE

Conference/Training: SAFARILAND INSTRUCTOR COURSE

Purpose: TRAINING

Location: TEMPLE TEXAS

From Date: 1/19/2016 To Date: 1/22/2016

Traveling Employees: BRIAN KEVIL

Received

DEC 31 2015

McLennan County Judge

Registration fee: \$895.00 ea. = \$895.00 TOTAL

This request includes (please check all that apply):

Lodging (include rate below) [ ] Mileage Reimbursement [ ]
Parking (include rate below) [ ] Meal Reimbursement [ ] Other: [ ]

Hotel room rate: [ ] ea. = [ ] Total [ ] plus taxes

[x] Check if applicable: Conference/Host Hotel rate exceeds County Travel Policy rate of \$100 per night; request reimbursement of Conference/Host Hotel rate

Hotel parking rate: [ ] self park rate per night [ ] parking rate is valet; self park is not available

Budget table with columns: Fund, Deptid, Account, Project. Values: 001, 20-35-2200, 619102

Additional Comments: (Please include any other anticipated expenses with detailed amounts if possible) (Examples include: tolls, taxi, rental car, airfare, airport parking, etc.)

WILL TRAVEL BACK AND FORTH DAILY

Department Authorization: [Signature]

Commissioners Court Approval: APPROVED BY COMMISSIONERS COURT THIS 5 DAY OF JAN 2016 [Signature] COUNTY JUDGE

FILED: JAN 05 2016

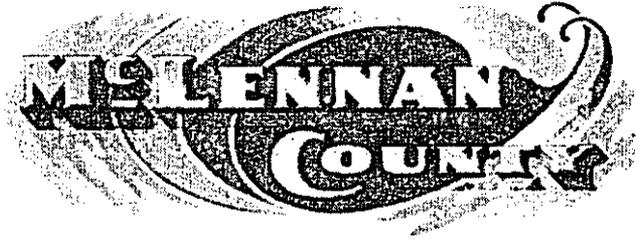
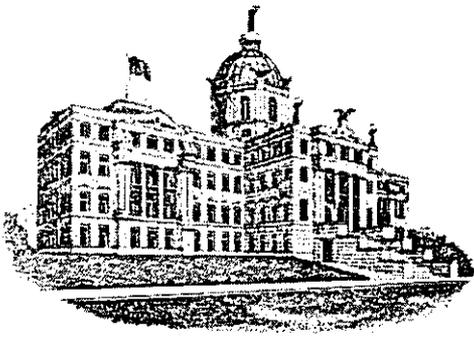
J.A. ANDY HARWELL, County Clerk
McLennan County, Texas
By: KELLY FULLBRIGHT DEPUTY

**ORDER ACCEPTING:**

**RECORDING OF 2015 ANNUAL REPORT**  
**RE: WACO-MCLENNAN COUNTY PUBLIC HEALTH DISTRICT**

On this the 5 day of January, 2016, came on for consideration the matter of Waco-McLennan County Public Health District: Recording of 2015 Annual Report. Commissioner Perry made a motion to approve and it was seconded by Commissioner Jones. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Gibson, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Report be, and the same is hereby, accepted by unanimous vote.

-----



WACO, TEXAS

**LESTER L. GIBSON**  
McLENNAN COUNTY, COMMISSIONER, PCT. 2  
P.O. BOX 648  
WACO, TEXAS 76703-0648  
(254) 757-5062  
FAX# (254) 757-5007  
E-mail: lester.gibson@co.mclennan.tx.us

**Received**

DEC 23 2015

**McLennan County Judge**

## MEMORANDUM

DATE: Tuesday, December 22, 2015  
TO: Commissioners Court  
FROM: Commissioner Lester L. Gibson  
RE: COMMISSIONERS COURT AGENDA ITEM / *Tuesday, January 5, 2016*

---

As the Commissioners Court member representative to the Waco McLennan County Public Health District Board of Directors, I would like to request that the following item be placed on the Tuesday, January 5, 2016, Commissioners Court Agenda for recording: *The 2015 Waco McLennan County Public Health District Annual Report.*"

If you have any questions, please let me know.

Thank You.

ACCEPTED BY COMMISSIONERS COURT  
THIS 5 DAY OF JAN 2016  
*Lester L. Gibson*  
COUNTY JUDGE

*For Recording*

# PUBLIC HEALTH DISTRICT



2015 Annual Report

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- 7. Epidemiology**
- 8. Health Education**
- 9. HIV / STD & Public**
- 10. Immunizations Clinic**
- 11. Immunizations Outreach**
- 12. Preparedness**
- 13. Tuberculosis**
- 14. Vital Statistics**
- 15. WIC**

# Waco McLennan County Public Health District Board



**Bottom row from left to right:**

Sherry Williams, Candice Marecle, Monica Hendrix,  
Lydia Lopez, Eva Cruz-Hamby and Michelle Hicks.

**Second row from left to right:**

Dr. Jim Morrison, Kevin Evans, Dr. Roland Goertz,  
Mayor Malcolm Duncan Jr. and Chief Yost Zhachary

**Top Row from left to right:**

City Manager Dale Fisseler, Robert Cervenka and  
Council Member John Kinnaird

**Not Pictured:**

Chief Billy Hlavenka, Mary Jo Jaska, Comissioner  
Lester Gibson, Dr. Marc Barrett, and Al Pollard

## Thank you Toni!

We would like to thank Toni Herbert for her 3 years of service to the Waco-McLennan County Public Health District Health Board. Her dedication to the health and wellness of our community has been invaluable.



# Message from the Director

Waco-McLennan County Public Health District (Health District) is the local public health agency for McLennan County. The Health District is charged with improving the quality of life in McLennan County by promoting healthy behavior, protecting the environment, preventing disease, preparing for emergencies and making McLennan County the healthiest county in Texas where all people can live, play, work and thrive. We are fortunate to have hard working staff focused on delivering quality public health services. We also appreciate working in a community that embraces public health principles to promote everyone's health and well-being. On behalf of the management and staff of the Waco-McLennan County Public Health District, I am pleased to present your Health District's Annual Report for Fiscal Year 2015. As you read through this report, it is our continued hope and intent that the information shared adequately illustrates the resources and efforts that have been invested to help protect the health and safety of individuals, families, and the environment in this wonderful community.

The staff of the Health District work diligently to protect residents from public health threats, to educate residents regarding health issues, and to provide healthy solutions to advance the community's health. This report will highlight activities performed by the Health District, many of which occur behind the scenes, with the primary focus of preventing disease or conditions that may cause disease, injury or disability. However, there are two major accomplishments that we are extremely proud of. The first is the completion of the 2015-2018 Strategic Plan and the second is the approval of a Model Smoking Ordinance by the Waco-McLennan County Public Health District Board of Health and the Waco City Council. The ordinance makes the City of Waco (which adopted the ordinance in July 2015) and any other Health District member city that adopts the ordinance, a 100% smoke-free city!

The Health District also works with various partners to ensure high quality resources and services. These partnerships provide the cornerstone of successful preventive public health services to address the needs of residents of McLennan County. We are fortunate to work with partners such as local healthcare providers, schools, businesses, non-profit agencies, community-based organizations, and individuals to promote health initiatives and control disease. We are also excited about the continued work that has occurred through Prosper Waco.

I know that I speak not only for myself, but also for the Board of Health and staff when I say thank-you for entrusting us with the responsibility and opportunity of providing you with the very best public health services possible.

Sincerely,

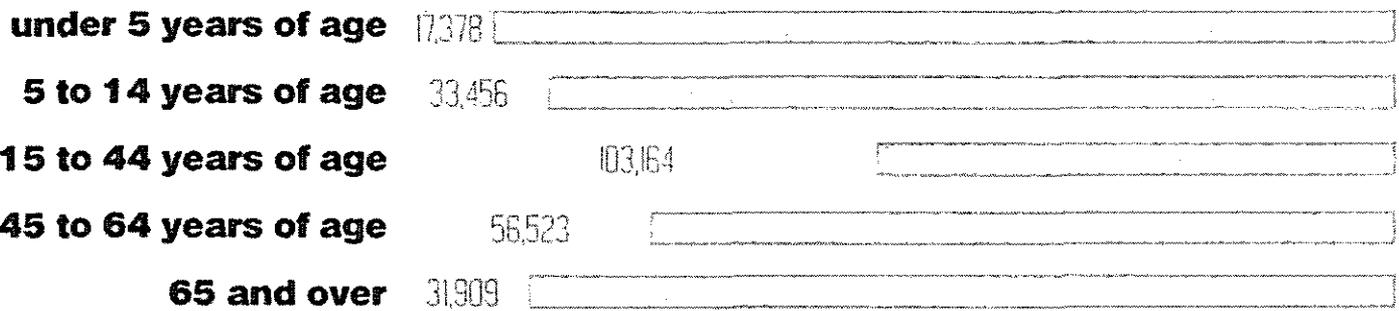
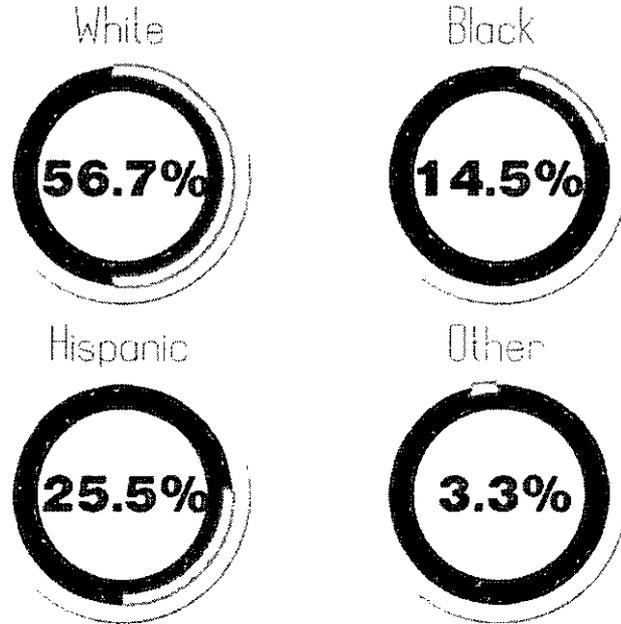
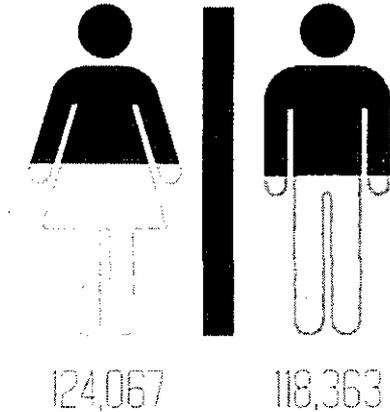
Sherry Williams, APRN  
Director  
Waco-McLennan County Public Health District



# McLennan County Profile

## Population

**242,430**



## Births

3,516

## Deaths

2,035

### Leading Causes of Death (Crude Numbers)

Heart Disease 467  
Cancer 439  
Stroke 144  
Chronic Lower Respiratory Disease 121  
Accidents 85  
Septicemia 79  
Alzheimer's 59

Diabetes 55  
Liver Disease 34  
Kidney Disease 32  
Infant Deaths 31  
Suicide 30  
Influenza and Pneumonia 26  
Fetal Deaths 22

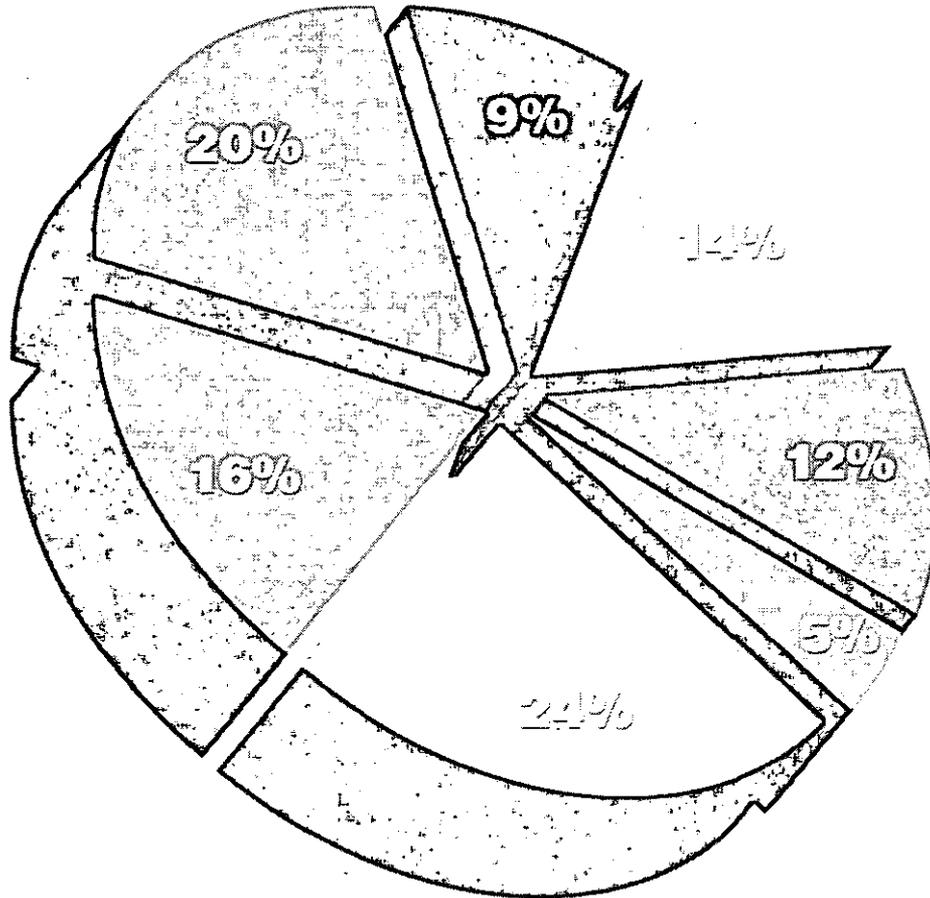
### Births

|              |              |
|--------------|--------------|
| 3927 in 2005 | 4105 in 2010 |
| 3990 in 2006 | 4193 in 2011 |
| 4071 in 2007 | 4182 in 2012 |
| 4057 in 2008 | 4224 in 2013 |
| 3985 in 2009 | 4385 in 2014 |

### Deaths

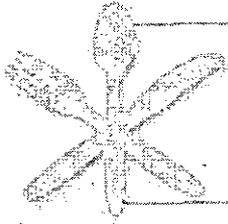
|              |              |
|--------------|--------------|
| 1672 in 2005 | 1638 in 2010 |
| 1625 in 2006 | 1540 in 2011 |
| 1600 in 2007 | 1605 in 2012 |
| 1760 in 2008 | 1660 in 2013 |
| 1562 in 2009 | 1859 in 2014 |

# HEALTH FUND



## Key for Pie Chart

|                            |  |             |
|----------------------------|--|-------------|
| HEALTH ADMINISTRATION      |  | \$681,875   |
| INTERGOVERNMENTAL TRANSFER |  | \$989,151   |
| ENVIRONMENTAL HEALTH       |  | \$836,938   |
| VITAL STATISTICS           |  | \$336,849   |
| HEALTH EDUCATION/NURSING   |  | \$1,724,948 |
| HIV / STD                  |  | \$1,185,011 |
| WIC                        |  | \$1,471,217 |



## Environmental Health

Supporting the Health District's Mission and Vision, the Environmental Health Division identifies and corrects conditions in the natural or built environment that may affect human health or cause disease. To be as effective as possible in accomplishing this objective, comprehensive approaches are utilized which may be regulatory, consultative, academic, investigative and punitive in nature.

The term Environmental Health is broad in nature encompassing many topics including the permitting and inspection of food establishments, childcare facilities, swimming pools/spas, and on-site sewage facilities. Investigating and correcting sanitation nuisances such as fly, rat and mosquito breeding conditions, and requiring proper disposal of garbage and sewage are part of the Environmental Health component to help assure quality living standards in the community.

Mosquitoes are always a danger in that they may carry disease such as West Nile Virus and possible new emerging disease such as Chikungunya. The Mosquito Control and West Nile Virus Response Plan is in its third year and has expanded to all Health District members. Funding was secured to continue the program including providing insect repellent, mosquito dunk larvacide, and information. New videos and social media information was developed to spread the message of bite prevention and eliminating standing water which may be a breeding site for mosquitoes.

Environmental Health accomplishes its duty in several ways but primarily through inspections. Inspections are the primary method to identify and correct conditions in the environment that may cause disease or disease outbreaks. Initially a person may think the Division's responsibility in providing inspections is primarily involved with the more visible programs of food establishments and septic systems. Actually, it is much more than that.

The Environmental Health Division helps maintain compliance with the ordinances, laws and regulations below. The Division administers, enforces, provides inspections for, or assists other departments in the process of regulation. Sanitarians and inspectors are quietly in the background performing inspections to protect the public health, prevent disease, and improve the immediate environment.

Food establishments

Public/semipublic swimming pools and spas

OSSF (On Site Sewage Facilities)

Rodent Control

Mosquito Control

Smoking

Farmers market

Open Air Vending (if a mobile food vendor)

Childcare

Foster care

Adoptive homes

Adult care

Texas Health and Safety Code

Nightclubs

Indoor Amusements

Carnivals

Sexually oriented business

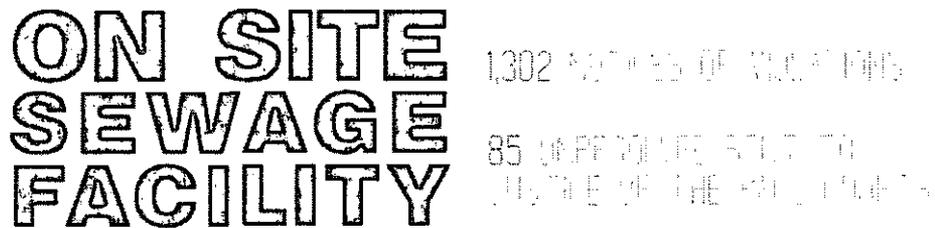
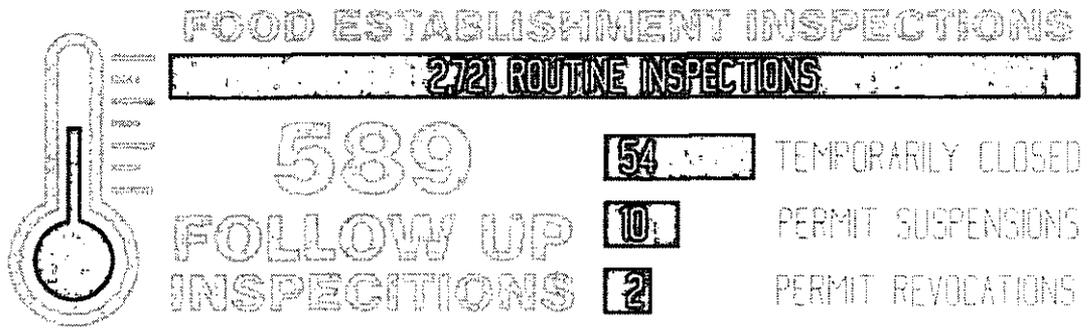
Waco Youth Programs (operated by the city)

Alcohol licenses

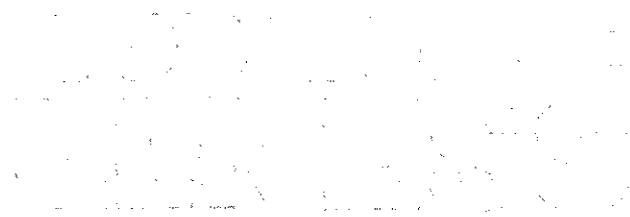
Commercial checks for new businesses

At times, other actions are necessary to protect the public health. Providing just an inspection may not always provide the desired results. Additional actions are necessary to correct identified violations and correct conditions that could contribute to an illness.

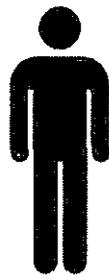
For example,



All the activities described above contribute to creating the healthiest county in Texas where all people can live, play, work, and thrive.

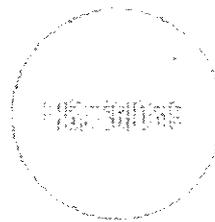
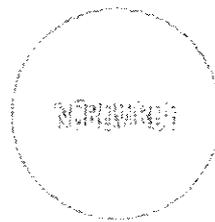
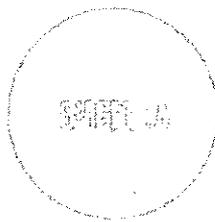
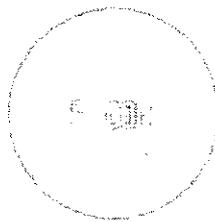


1 in 6



Americans get sick from eating contaminated food

### Common Food Borne diseases:



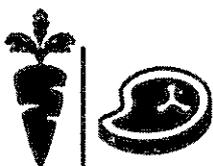
# PROTECT YOURSELF AGAINST FOOD POISONING



- Wash hands and surfaces often.
- Illness-causing bacteria can survive in many places around your kitchen, including your hands, utensils, and cutting boards.



- Cook at the right temperature.
- Use a food thermometer. Make sure food reaches its safe minimum cooking.
- During meal times, while food is being served and eaten, keep it hot (140 °F or above).



- Don't cross contaminate
- Even after you've cleaned your hands and surfaces thoroughly, raw meat, poultry, seafood, and eggs can still spread illness-causing bacteria to ready-to-eat foods—unless you keep them separate.



- Refrigerate promptly
- Illness-causing bacteria can grow in many foods within two hours unless you refrigerate them.
- Refrigerate the foods that tend to spoil more quickly within two hours.
- Thaw or marinate food in the refrigerator, never on the counter or in the kitchen sink.

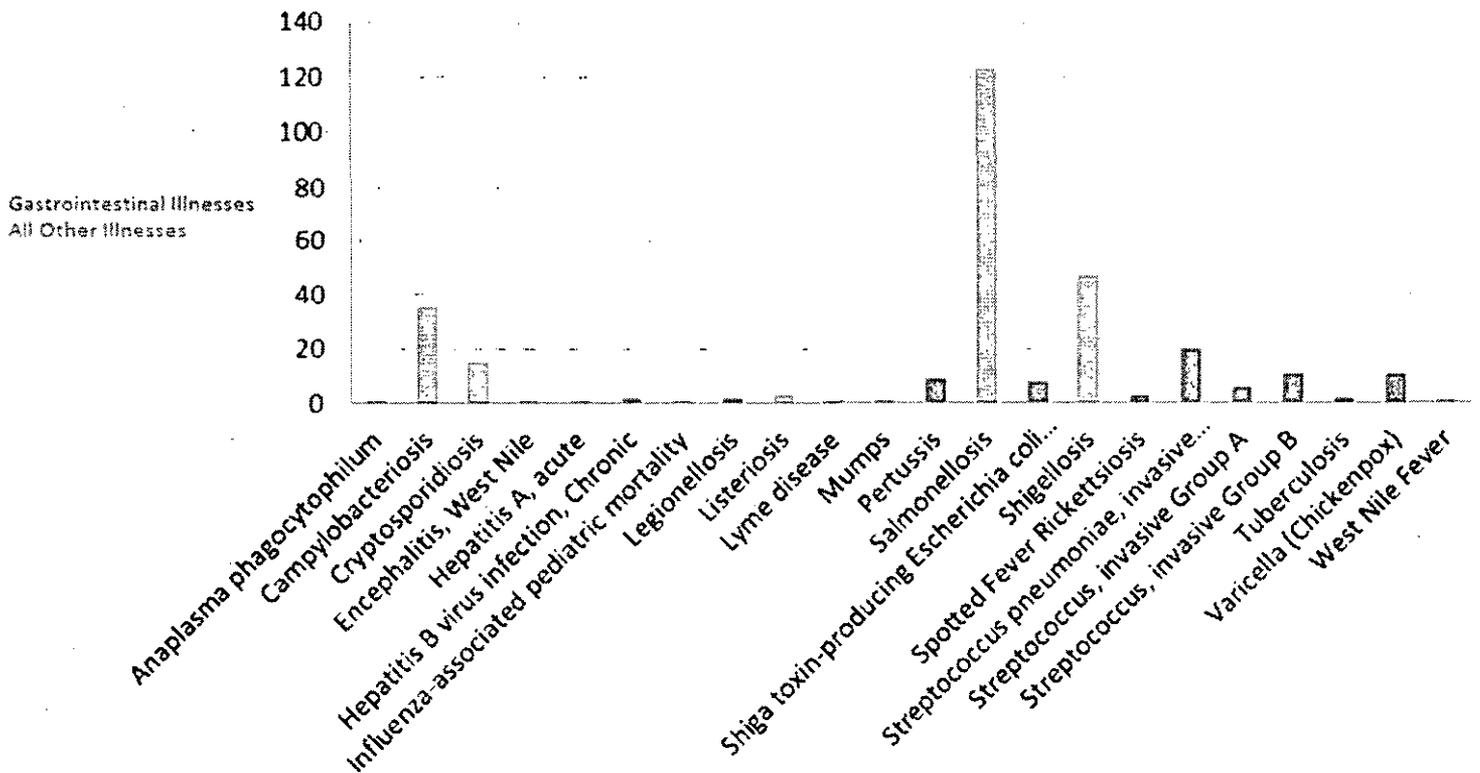


# Epidemiology

The Epidemiology Department at the Waco-McLennan County Public Health District (WMC PHD) works to protect and promote the health of the residents of McLennan County. The Epidemiology division monitors the prevalence of diseases and conditions that affect public health, provides expertise and analysis of adverse occurrences, investigates disease outbreaks, and makes recommendations pertaining to case management and control of future disease outbreaks.

Fiscal Year (FY) 2014-15 was a busy year for the Epidemiology division. A total of 304 notifiable disease reports were investigated from September 1, 2014 through September 1, 2015. During this period the Health District also investigated two viral gastrointestinal “stomach bug” outbreaks associated with a senior care facility and an early education center. In addition to the gastrointestinal outbreaks, one reported outbreak of strep throat was investigated within a school district. All outbreaks were investigated by using surveys and medical record information, and control measures were implemented at the facilities. Overall increased Salmonella or “Salmonellosis” activity has been observed during this time period as shown in the figure below.

**Number of Investigated Reportable Conditions September 2014-2015, McLennan County**



## Epidemiology continued...

On a routine basis, the quarterly reports and annual statistics were sent to over 400 McLennan County contacts. These contacts include McLennan County's health care providers, nursing homes, day cares and school district staff. The report included updates and topics on enteric diseases, vaccine preventable illnesses, flu and preparedness. The information is also available for public on WMCPHD's web page. [www.wacomclennanphd.org](http://www.wacomclennanphd.org)

The WMCPHD implements year round surveillance (tracking) of influenza and influenza-like illness (ILI) from hospitals, clinics and schools. During FY2014-2015, WMCPHD staff participated in the Texas Department of State Health Services sponsored Enhanced Influenza Incidence Surveillance Project (IISP). IISP is an enhancement of influenza surveillance activities in the county. Two health care providers participated in the project. The weekly flu and epidemiological surveillance plays an important role in identifying and controlling outbreaks in the community.

In March 2015, the Epidemiology Division presented two abstracts at the Texas Public Health Association Annual Education Conference. The topics included a greater Waco food environment study and a worksite tobacco study which was a follow up study regarding electronic cigarettes.

In collaboration with the Baylor School of Public Health, the Live Well Waco Coalition, and the Department of State Health Services, the Epidemiology Division conducted in March a physical activity and healthy eating assessment in East Waco. The data was collected by students and volunteers and analyzed and reported by our colleagues at Baylor. The report will be used by local stakeholders for grant writing, program evaluation, and initiative startup and can be found online at [www.wacomclennanphd.org](http://www.wacomclennanphd.org).

# Health Education

The health education program continues to serve area residents by providing health information geared toward reducing disease burden and promoting good health. The program accomplished many of its goals through work on three grants made available by the Department of State Health Services. The program also provides mentorship opportunities for university students to intern and learn more about public health.

**4,959**  
attendees

- \*\*\*\*\* - self-management classes
- \*\*\*\*\* - cooking classes
- \*\*\*\*\* - support groups

The program promotes self-sufficiency in managing or preventing diabetes particularly for those at high risk for diabetes due to lifestyle factors and family history.

Provided educational materials, presentations, and the Texas Diabetes Council Diabetes Tool Kit and Algorithms for 164 healthcare professionals.

**164**

Healthcare professionals empowered & educated on diabetes treatment & protocols

raised through Diabetes Walk  
for research and education

In efforts to raise awareness for diabetes, the Waco-McLennan County Public Health District Diabetes Program teamed up with the Central Texas Diabetes Association to establish the first-ever Diabetes Walk. This event was a great success as community leaders joined forces.

The Diabetes Program provided education and resources on diabetes risk factors and management opportunities throughout the community as well as bridged the gap between education and medical care through continued implementation of referral systems that provided residents with links to community resources offered by our Diabetes Program.

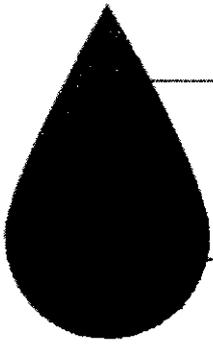
Texas Healthy Communities Program recognizes cities for having environmental, and policy infrastructure and practices in place that are public health priorities for reducing cardiovascular disease, stroke, and other chronic diseases. The program assesses each participating city on the presence of policies and environments that promote health to reduce risk factors for chronic diseases and awarded McLennan County an Honorable Mention Recognition. The Texas Healthy Communities Program provided funding to conduct focus groups and household surveys within an area of high risk for chronic disease in order to

## Health Education continued...

gain an understanding of barriers to healthy living that contribute to the high rates of disease. The funds were also used to support two local partner programs, one providing an evidence-based family oriented healthy lifestyle program to 25 families including physical fitness and healthy eating activities achieved through interactive family sessions of healthy meal planning and preparation, exercise activities and behavior topics. The other program provided 180 kids the knowledge on healthy food choices achieved through hands-on lessons that teach specific nutrition knowledge and skills, as well as increase children's confidence in making food decisions.

Chaired by the Health Education Program, Live Well Waco is a coalition dedicated to improving the health of people living, working and playing in McLennan County through a collaborative effort between community businesses, organizations, and individuals who are devoted to the health of the community while focusing on area health disparities. Live Well Waco has been adopted by the Collective Impact Model of Prosper Waco Initiative as part of the city's master plan to improve financial stability, improve education and improve the health of county residents. The coalition supports efforts of the Texas Healthy Communities Program as well as supported the efforts of the Smoke Free Waco Coalition which established a comprehensive smoke free ordinance for the City of Waco to go into effect January 2016.

The Healthy Babies Coalition (HBC) continue their work to reduce preterm births in McLennan County while also working to understand the disparity which exists in populations experiencing premature births and infant loss at significant rates. The program provides education to all women of childbearing age on the importance of healthy lifestyle behaviors prior to pregnancy (preconception health) and in between pregnancies (interconception health) in an effort to reduce existing health disparities, improve birth outcomes for mothers and babies, and improve women's health throughout the life cycle. Partnering agencies' resources provided an opportunity to survey women in Waco in order to better understand the perception of women's health needs as well as learn some of the barriers that exist with accessing health care through conducting community focus groups with women, healthcare providers, & support systems. The coalition continued their support of the implementation of Centering Pregnancy, which is a model of group prenatal care, at two area clinics. Other ongoing HBC programming includes Text4Baby, Go Before you Show, and Someday Starts Now. Continued collaborations with HBC, Prosper Waco Women's Health Workgroup, and other partners provide education and resources on women's health risk factors in our community.



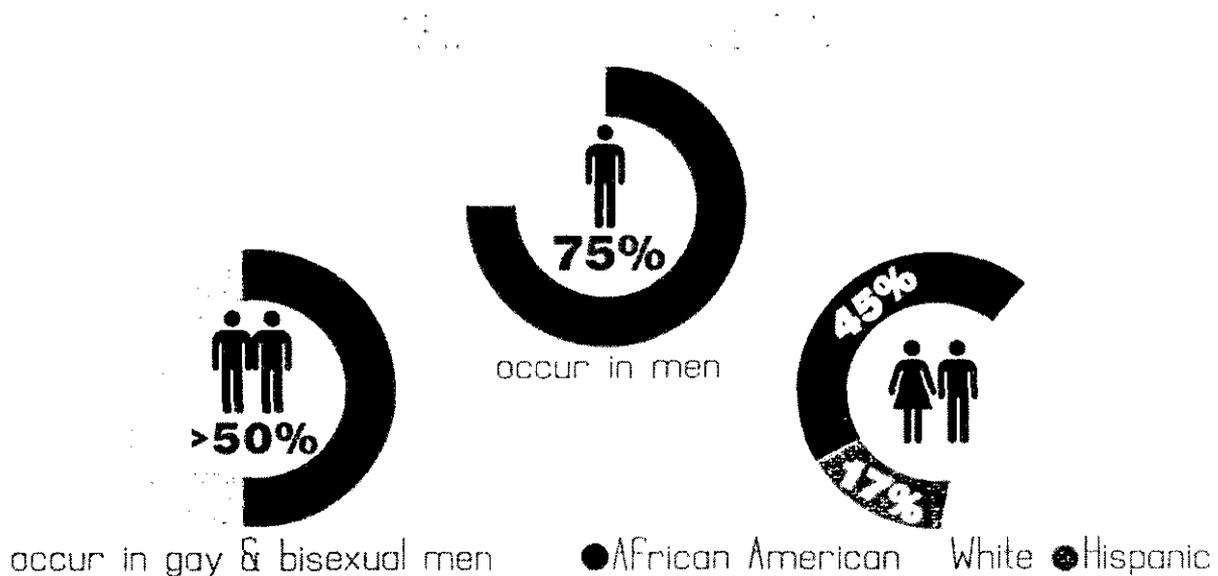
# HIV/STD & Public Health

One of the biggest misconceptions about the HIV/AIDS epidemic in the United States is that it's over. This belief is also part of why the disease is so dangerous.

An estimated 850,000–950,000 individuals in the United States are living with the human immunodeficiency virus (HIV)—the virus that causes acquired immunodeficiency syndrome (AIDS). Approximately 40,000 new HIV infections occur each year in the United States. It is estimated that one fourth of individuals living with HIV are unaware that they have the virus. HIV transmission cannot be eliminated if individuals do not know their HIV status (i.e., whether they are HIV positive or HIV negative). An HIV test is the only way to determine if a person is living with the virus. Once an individual knows s/he is living with HIV, safer behaviors may be practiced to reduce or eliminate the likelihood of transmission

**The good news:** HIV is a preventable disease and effective public health HIV prevention interventions have been proven to reduce HIV transmission.

**The bad news:** there are gender, race, and ethnicity disparities in new HIV infections.



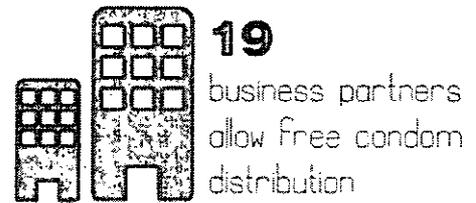
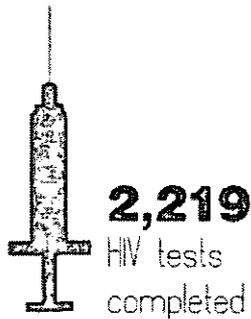
As the number of people living with HIV increases and more people become aware of their HIV status, public health prevention strategies that are targeted specifically for HIV-infected people are becoming more important. Prevention work with people living with HIV focuses on:

- Linking to and staying in treatment.
- Increasing the availability of ongoing HIV prevention interventions.
- Providing prevention services for their partners.

It is also important to foster wider availability of comprehensive services for people living with HIV and their partners through partnerships among health departments, community-based organizations and health care and social service providers.

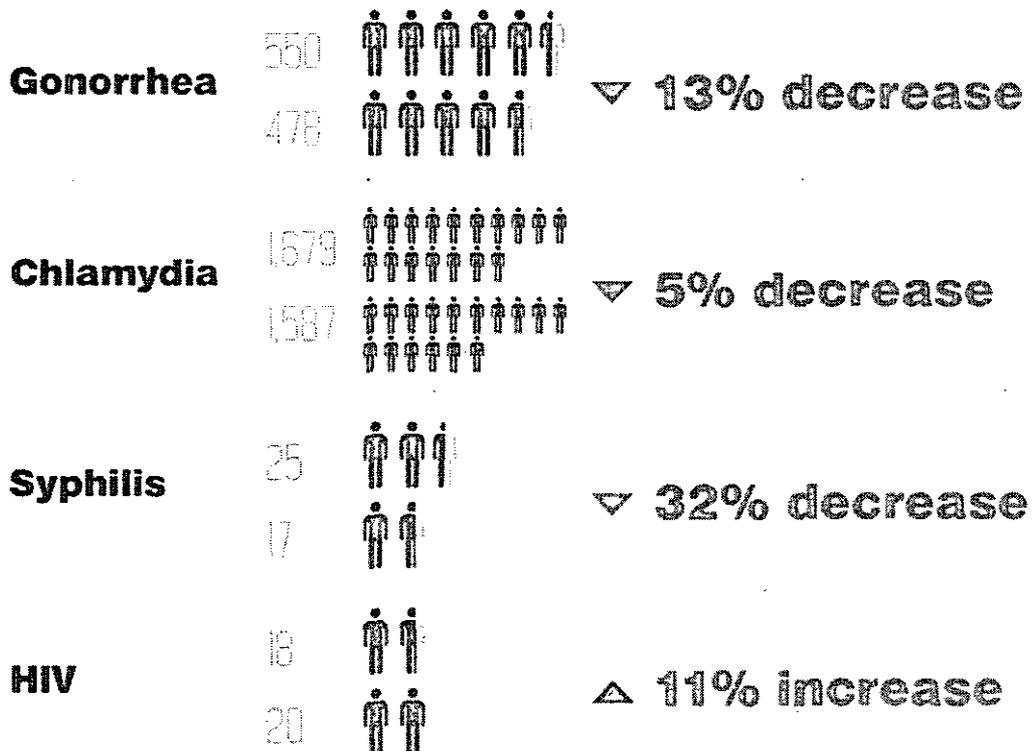
# HIV/STD & Public Health continued...

The Waco-McLennan County Public Health District's (WMCPHD) HIV department strives to meet the needs of all the citizens in our community by offering free HIV tests, prevention counseling and referral services. In 2014, the WMCPHD staff tested approximately 1,540 individuals for HIV and 20 new HIV cases were identified in McLennan County. For your free HIV test call: 254-750-5499.



The numbers below are the total number of new positive cases found in McLennan County for 2014 compared to 2013:

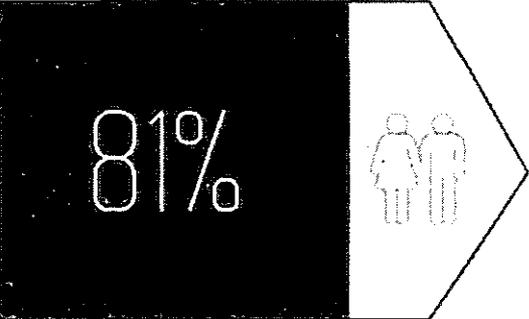
## TOTAL NUMBER OF NEW POSITIVE CASES - 2013 COMPARED TO 2014



# HIV CASE MANAGEMENT

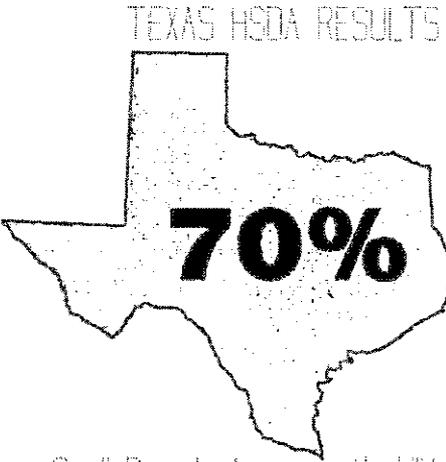
The State of Texas set targets for HIV Case Management Programs across the state for 2014. Those targets were:

 **85%** of all People Living with HIV will be retained in HIV Care and Treatment.

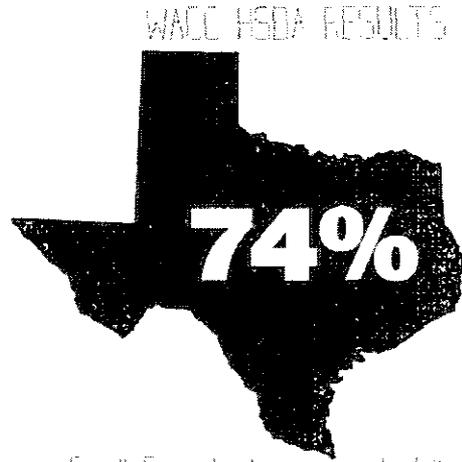


or have retained since 2009. Suppressed the level of HIV virus in the blood to an undetectable level, low making transmission of the virus almost impossible.

## The 2014 Statistics from DSHS for Health Service Delivery Area (HSDA)



of all People Living with HIV were Retained in Care and Treatment.



of all People Living with HIV were Retained in Care and Treatment.

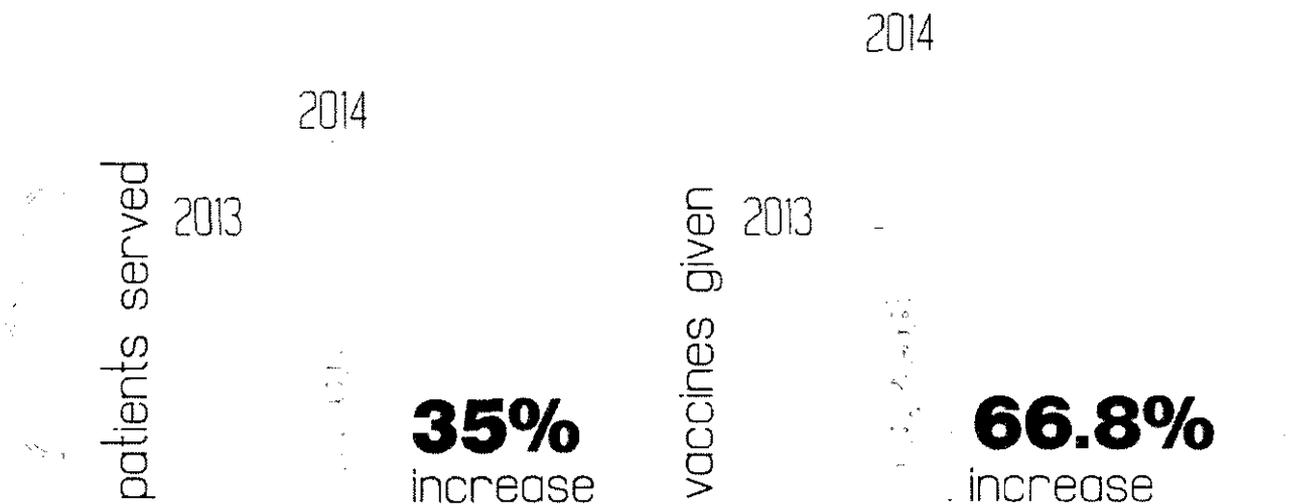
of those Retained in Care and Treatment **81%** were virally suppressed for both TEXAS and WACO.

The Waco HSDA consists of these counties: McLennan, Falls, Limestone, Freestone, Hill and Bosque. The Waco- McLennan County Public Health District's Case Management Team comprises the Waco HSDA and is recognized for achievement in meeting the 81 % Viral Suppression target for 2014 . This team's rating also exceeded the State of Texas's 2014 rating for Retention in Care and Treatment .

# Immunizations Clinic

The goal of the Waco-McLennan County Public Health District Immunization Program is to immunize and educate the community. This was accomplished this year through various means.

The clinic is open daily for the administration of immunizations and Tuberculosis skin tests (not related to cases). The number of patients served this year increased by 35% (up from 5,185 last year) and the number of vaccines given increased by 66.8% (up from 7,949 last year). In addition to this data, 788 TB skin tests were also given during the fiscal year.



By stocking both private and public vaccines and staying open outside of normal business hours, the Immunization Clinic is able to serve as many citizens as possible in a manner that is convenient for them. Clinic staff also partner with many local businesses by providing flu shots and other vaccines on site at the employer's location. The Health District's Immunization Clinic is one of 36 provider offices in McLennan County enrolled in the Texas Vaccines for Children program (TVFC) and the Adult Safety Net program (ASN). These programs are funded by the Center for Disease Control (CDC) and Texas Department of State Health Services (DSHS) and provide vaccines at low or no cost to clients who are uninsured, underinsured, or who receive Medicaid. The clinic has increased the number of privately insured clients by accepting Blue Cross Blue Shield and First Care.

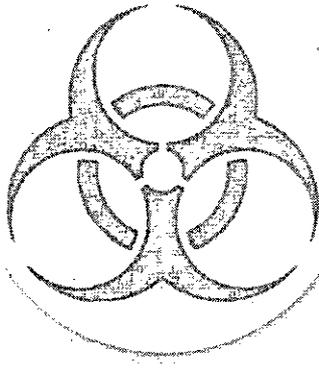
When community members are preparing to travel outside of the US, it is important that they receive the recommended vaccines to protect against diseases that they may encounter. A total of 459 foreign travel vaccines were administered this year, including Yellow Fever and Typhoid vaccines. For more information, travelers should call the clinic at (254)750-5410 or visit the CDC website at [www.CDC.gov/travel](http://www.CDC.gov/travel).

# Immunization Outreach



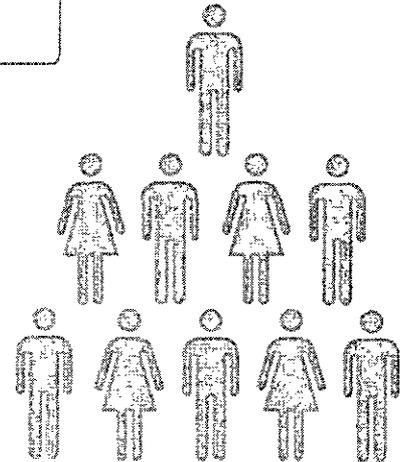
The Immunization Outreach program exists to spread awareness and educate the public regarding vaccines in an effort to ensure that citizens are fully protected against vaccine-preventable diseases. Staff participated in numerous health fairs, meetings and collaborations with community agencies, and other educational opportunities. An annual Immunization Workshop was held to offer local healthcare providers and school nurses updates and information on the current immunization recommendations.

ImmTrac is the electronic immunization registry for Texas. The system allows information access and retrieval by any enrolled provider. The Immunization Outreach staff monitors this system on a quarterly basis to ensure children are current on all recommended vaccinations. This process ensures a greater level of immunization coverage for county residents, resulting in a healthier Texas.



# Preparedness

The Preparedness Program of the Waco-McLennan County Public Health District focuses its efforts on planning for, and responding to public health emergencies such as infectious disease outbreaks, bioterrorism, and natural disasters. Throughout the year, Preparedness staff members collaborate with emergency response partners through planning meetings, as well as drills and exercises that allow us to evaluate our plans and revise them as needed.



In this past year, the Preparedness Program has focused its efforts on coordinating and hosting multiple exercises and trainings. Grant funds were awarded to conduct a Mass Fatality Site Operations training course. This course provided training and guidance to local first responders and Justices of the Peace on site management and recovery of remains in the event of a mass fatality incident. This training also supported the larger regional effort to develop and exercise mass fatality plans for both McLennan County and the Heart of Texas Region. In addition to these activities, the Preparedness Program was also awarded grant funds to conduct an exercise testing the communication and coordination between emergency management and medical partners across multiple jurisdictions. Emergency operations centers and hospitals from across a five county region came together during this exercise to ensure that if a disaster impacted multiple counties simultaneously, those responding agencies could communicate and respond in a coordinated manner.

The Strategic National Stockpile program underwent a new evaluation tool this year called the Operational Readiness Review. The Strategic National Stockpile Program is intended to prepare the county for situations where mass dispensing of medications or vaccination is required. After several successful reviews of our plans over the past few years, the Preparedness and SNS team has begun focusing our efforts on ensuring that our plans are operational. In order to do this, we will be conducting drills and exercises at our many Point of Dispensing sites across the county. These events will give us the opportunity to increase our ability to quickly and efficiently protect the people of McLennan County in the event of a public health emergency.

## **Medical Reserve Corps**

The Waco-McLennan County Public Health District is the sponsoring agency for the Central Texas Medical Reserve Corps (CTMRC.) The mission of the CTMRC is to recruit, specifically train, and retain volunteers to expand health and medical response capabilities, and preparedness information presentations within McLennan County.

Annual Psychosocial Intervention Team training was conducted on January 17-18, 2015.

Over 50 students were trained, and interested graduates joined with past classmates to form the CTMRC Psychosocial Intervention Teams (PIT). During real incidents or an exercise event, PIT can be activated to alleviate anxiety and refer any clients with psychosocial needs to professionals.

Individuals interested in supporting emergency response operations during a disaster in McLennan County can visit [www.wacomclennanphd.org](http://www.wacomclennanphd.org) for more information on becoming a CTMRC volunteer.

# Tuberculosis Control

The primary purpose of the Tuberculosis Control (TB) Program of the Waco-McLennan County Public Health District is to identify, educate, and treat individuals suspected or known to have tuberculosis. Services provided include: skin testing, contact investigations, appropriate referrals, monthly follow up, and tuberculosis medical evaluation by an infectious disease physician. Our specially trained staff is also available for presentations to community organizations and health care agencies since awareness is very important in halting the spread of this disease. The TB Program staff is also available to train others on the proper administration and reading of tuberculosis skin testing, proper reporting forms, and identification of signs and symptoms of tuberculosis infection and disease.

Individuals with active disease are placed on Directly Observed Therapy (DOT) as required by the Texas Department of State Health Services as a method of TB control. During fiscal year 2014-2015, the TB staff provided approximately 3,941 units of services, including 1,347 services to 86 clients, 6 of which were active cases of TB and 3 suspects cases.

Also, during this fiscal year, the TB control clinic successfully implemented the use of 12 Week Isoniazid/Rifapentine Therapy (INH/RPT), which is a preventable treatment option. This medication regimen is performed using Direct Observation Therapy. The client comes to the TB clinic once a week for 12 weeks to have medications administered by the nurse. The TB nurse

assesses the client each week for any signs of adverse reactions and/or drug toxicity. INH/RPT is recommended by the Centers for Disease Control as an option which is equal to 9 months of daily INH alone. The TB Program continues to provide education and training to the public, as well as, our local healthcare community regarding TB Disease and Infection.

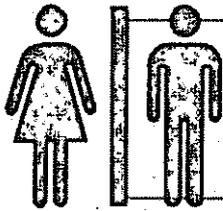
Active Cases 6

Suspects/Non-Mycobacterium 3



Directly Observed Preventative Therapy (DOPT) 2

Latent Tuberculosis Infection 80



## Vital Statistics

The Vital Statistics department of the Waco McLennan County Public Health District has been working on several projects this year. They are working with the Dept. of State Health Services Texas Vital Statistics on the implementation of a comprehensive vital registration system (TxEVER) for the State of Texas.

The vital events that will be included in the new system are as follows:

- Birth certificates and amendments
- Death certificates and amendments
- Fetal death certificates
- Marriage certificates
- Reports of divorce
- Adoptions
- Abortions
- Acknowledgements of Paternity

The local registrar and staff participated with local registrars across the state to review data entry screens and process flows. They are working to evaluate and select the best vital event registry product. In 2016, testing of the new system will begin. Testing will be completed and offices will be selected for pilot projects in 2017. Our office has requested to be one of the pilot projects. All users will receive training and the TxEVER is scheduled go live on January 1, 2018. The main goals of TxEVER will be to enhance data quality, increase security of records, and improve customer experience.

The Vital Statistics office is working to implement all policy and form changes in response to the June 26, 2015 Supreme Court ruling in Obergefell recognizing same-sex marriages and the July 7, 2015, U.S. District Court ruling in DeLeon. The vital events addressed by the revised policies are birth certificates, death certificates, amendments to birth and death certificates, adoptions, marriage certificates and divorce certificates.

Birth certificates and birth certificate amendments will be processed and issued to same-sex couples for a child that is born in Texas when one parent is the birth mother. The same-sex couple must be legally married in Texas or another state at the time of the child's birth. A person in a same-sex marriage can choose to be listed as mother, father or parent on their child's birth certificate.

Death certificates will be processed and issued or amended to include the name of a decedent's same-sex surviving spouse when the death occurred in Texas on or after June 26, 2015. The same-sex couple would have to be legally married in Texas or another state at the time of the decedent's death.

For decedents who died in Texas prior to June 26, 2015, an amendment can be processed recognizing any legal, same-sex marriage at the time of death for the same-sex marriages that occurred in another state prior to June 26, 2015. The death certificate can be amended to show the decedent's status as "married" and to list the surviving spouse.

For any adoption on or after June 26, 2015, the birth certificate of the adopted child will be issued or amended to include the names of both persons of the same-sex couple if their names are listed on the court order or formal certificate of adoption.

For adoptions prior to June 26, 2015, amendments to birth certificates previously issued will be processed to list the names of both persons of the same-sex couple if both are named as parents in the court ordered adoption.



# WIC - Women, Infants & Children

WIC helps you make amazing kids! This is the campaign message promoting WIC throughout the state of Texas for 2015. WIC agrees – Raising amazing kids is hard; Getting amazing help is easy – when WIC is involved.

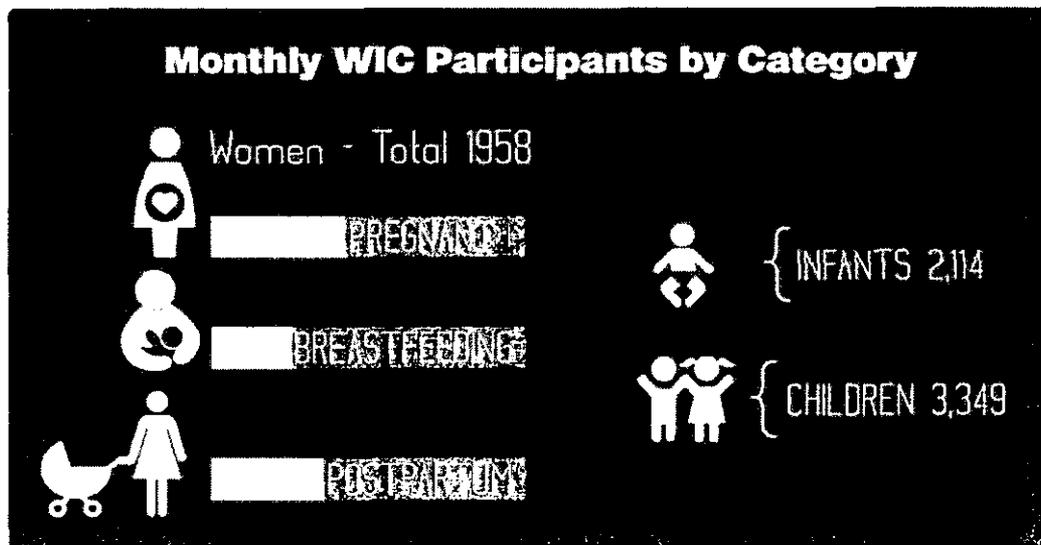
WIC is the nutrition program that helps pregnant women, new mothers, and young children eat well, learn about nutrition, and stay healthy. Nutrition education and counseling, nutritious foods, and help accessing health care are provided to qualified women, infants, and children through the Special Supplemental Nutrition Program, popularly known as WIC.

Qualifications for participation include one who is:

- Pregnant, breastfeeding or postpartum
- Infant or child under 5 years old
- Income eligible

Income guidelines for the WIC program are considerably higher than most other federal assistance programs. For instance, for a family of four to income qualify their total household income cannot exceed \$44,863.

An average of 7421 WIC participants receive monthly services/benefits from the Waco-McLennan County Public Health District's WIC Program's 6 locations. The chart below shows the average monthly number of participants based on category:



## WIC - continued...

Services and benefits of the WIC program include receiving monthly food benefits, nutrition education and health care resources. Children are the focus of the WIC program therefore our clinic settings and nutrition education activities are designed with them in mind.

A fun and interactive nutrition education format provided monthly this year was our WIC Carnivals. Our participants enjoyed the games, nutrition presentations, taste tests, activities such as reading a food label or a cooking demonstration, and the outside agencies/organizations attending that provided an awareness of their services. This year we had approximately 3,100 participants in attendance.

A major component of WIC's Nutrition Education program is breastfeeding. Support and education for breastfeeding is provided to all women participating in the WIC Program. This August – National Breastfeeding Month – the Waco-McLennan County Public Health District's WIC Program attended Waco's Farmers' Market promoting the benefits of breastfeeding to both mother and baby.

WIC knows when it comes to health and well being of mom and baby, breastfeeding is the best choice!

2015 marks the 41st Anniversary of the WIC Program. Over the years WIC has consistently and successfully improved health outcomes in the population it serves. To learn more about WIC please visit [TexasWIC.org](http://TexasWIC.org) or the National WIC Association at [nwica.org](http://nwica.org)

FILED: JAN 05 2016

J.A. "ANDY HARWELL, County Clerk  
McLennan County, Texas  
By: KELLY FULLBRIGHT DEPUTY

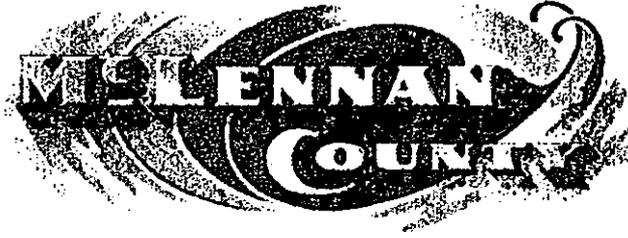
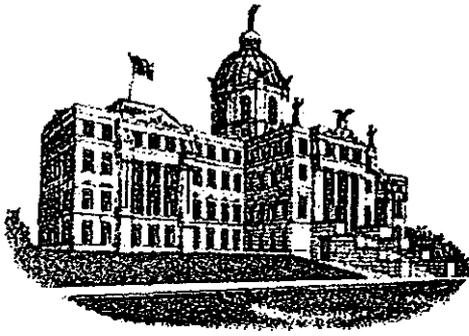
**ORDER ACCEPTING:**

**RECORDING OF EDUCATIONAL CERTIFICATIONS:  
COMMISSIONER PRECINCT 2 AND COMMISSIONER, PRECINCT 4**

**RE: THE COUNTY JUDGES AND COMMISSIONER  
ASSOCIATIONS OF TEXAS CONFERENCE**

On this the 5 day of January, 2016, came on for consideration the matter Regarding the County Judges and Commissioner Associations of Texas Conference: Recording of Educational Certifications: Commissioner Precinct 2 and Commissioner, Precinct 4. Commissioner Perry made a motion to approve and it was seconded by Commissioner Jones. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Gibson, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Recording be, and the same are hereby, accepted by unanimous vote.

-----



WACO, TEXAS

**LESTER L. GIBSON**  
McLENNAN COUNTY, COMMISSIONER, PCT. 2  
P.O. BOX 648  
WACO, TEXAS 76703-0848  
(254) 757-5062  
FAX# (254) 757-5007  
E-mail: lester.gibson@co.mclennan.tx.us

## MEMORANDUM

DATE: Tuesday, December 22, 2015  
TO: Commissioners Court  
FROM: Commissioner Lester L. Gibson  
RE: COMMISSIONERS COURT AGENDA ITEM / *Tuesday, January 5, 2016*

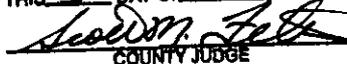
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I am forwarding this memorandum as a request to have the following item placed on the Tuesday, January 5, 2016, Commissioners Court Agenda under Consent Agenda Items/Recording of Educational Certificates:

*"Recording of the V.G. Young Institute of County Government's 93<sup>rd</sup> Annual County Judges and Commissioners Association of Texas Conference Certificate of Participation for Commissioner Lester Gibson."*

If you have any questions, please let me know.

Thank You.

ACCEPTED BY COMMISSIONERS COURT  
THIS 5 DAY OF JAN 2016  
  
COUNTY JUDGE

*For  
RECORDING*

# CERTIFICATE OF PARTICIPATION

The V.G. Young Institute of County Government

Awards This Certificate To

Lester L. Gibson

For Successfully Completing 5 Hours of Educational Training

During the

93rd Annual County Judges and Commissioners Association of  
Texas Conference

October 5-8, 2015

San Marcos, TX

TEXAS A&M  
AGRILIFE  
EXTENSION

*Douglas L. Steele*

Douglas L. Steele, Director, Texas A&M Agrilife Extension Service

*Peter J. McGill*

Peter J. McGill, Director, V.G. Young Institute of County Government

*Terry Simpson*

Terry Simpson, President, County Judges and Commissioners Association of Texas

  
V.G. YOUNG  
Institute of  
County  
Government

FILED: JAN 05 2016

J.A. ANDY HARWELL, County Clerk  
McLennan County, Texas  
By: KELLY FULLER, CLERK

# CERTIFICATE OF PARTICIPATION

The V.G. Young Institute of County Government

Awards This Certificate To

## Ben Perry

For Successfully Completing 8 Hours of Educational Training

During the

**93rd Annual County Judges and Commissioners  
Association of Texas Conference**

October 5-8, 2015

San Marcos, TX

ACCEPTED BY COMMISSIONERS COURT

THIS 5 DAY OF JAN, 2016

*Scott M. Jett*  
COUNTY JUDGE

For RECORDING

TEXAS A&M  
**AGRILIFE**  
EXTENSION

*Douglas L. Steele*

Douglas L. Steele, Director, Texas A&M AgriLife Extension Service

*Peter J. McGill*

Peter J. McGill, Director, V.G. Young Institute of County Government

*Terry Simpson*

Terry Simpson, President, County Judges and Commissioners Association of Texas

FILED:

J.A. ANDY:  
FILED  
San Marcos County, Texas  
BY TERRY WILLIAMS  
V.G. Institute  
County  
Government

FILED: JAN 05 2016

J.A. ANDY HARWELL, County Clerk  
McLennan County, Texas

By: KELLY FULLBRIGHT, DEPUTY

**ORDER ACCEPTING:**

**RECORDING OF MEETING MINUTES**

**RE: THE PROPERTY / CASUALTY INSURANCE COMMITTEE:**

On this the 5 day of January, 2016, came on for consideration the matter of Discussion and/or Action regarding the Property / Casualty Insurance Committee: Recording of Meeting Minutes. Commissioner Perry made a motion to approve and it was seconded by Commissioner Jones. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Gibson, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Recording be, and the same is hereby, accepted by unanimous vote.

-----

**Insurance Committee Meeting  
December 3, 2015, 10:00 a.m.**

Attended Meeting: Todd Kisel (TAC Representative), Thomas Kerss (TAC Representative),  
Isaac Garcia (TAC Representative), Kelly Snell, Dustin Chapman, Ken Bass, Amanda Talbert,  
Chrissy Brault and Ann Forrest

**Agenda**

**A.) Update from TAC Staff**

Todd Kisel (Property Update):

- No Update

Diana (HR):

- On July 9, 2015, Diana and Amanda Talbert met regarding compliance issues.
- In November, Diana met with Ms. Talbert to discuss the needs for training
  - Harassment- which needs to be done every-other year
  - Ms. Cecil sent the Court a letter (Attached) stating that she had met with HR and they decided the 2 following items were of high importance in the HR office:
    1. It is recommended that the personnel manual should be reviewed and updated annually.
    2. As a best practice, harassment prevention training should be conducted at least every other year for all employees

Isaac Garcia (Safety):

- On December 2, 2015, Isaac went with Herschel to inspect the Precinct Yards. His findings were that they were in good condition. There were no critical findings but there were a few small changes that could be done at each location to make things safer.
- Isaac and Amanda Talbert have discussed training for the Road & Bridge Employees. The email that was sent to the precincts is attached regarding this training. This training will be held February 3 & 4, 2016. The schedule for those trainings are as follows:
  - 7-9 a.m. General Road & Bridge
  - 9 a.m.: Hazardous Materials
  - 10 a.m.: TxDOT Substance and driving
  - 11- 12: Supervisory training

Thomas Kerss (Law Enforcement)

- Plans to meet with the Sheriff's Office on December 3, 2015.
  - Discussion regarding liability and training

**B.) Update on Claims**

- There have been 4 automobile accidents since the last insurance meeting. None of the accidents were caused by the County employee.
- From March – September there have only been 3 workers compensation accidents, 1 in March and 2 in April.
- In October- November there were 15 claims:
  - 1 Maintenance
  - 1 Administrative Position

- 3 Juvenile
- 9 Law Enforcement
- 1 Road and Bridge

**C.) Discussion regarding Expanding Committee**

- TAC suggested changing the name of the Committee from Insurance Committee to Insurance Safety Committee. The purpose behind this is so there is no misunderstanding what the committee's purpose is.
- This committee would be used as a way to review reports that are given to the County quarterly and what can be done to move forward with making the County safer.
- This Committee would give ideas on what types of trainings will be important to help provide a safer work environment.
- The Committee agreed to add more individuals to help provide better knowledge and/or feedback. The additional committeemen would be from departments who are at a higher risk for workers comp claims.
- The Committee would have no less than 4 meetings per year

The suggested Committee members will be as follows:

**CURRENT MEMBERS:**

- Commissioner Kelly Snell (Chair)
- Commissioner Ben Perry (Co-Chair)
- Ken Bass- Purchasing Department

**NEW MEMBERS:**

- Amanda Talbert – Human Resources
- Dustin Chapman – County Judge's Office
- Herschel Miller – Maintenance of Buildings
- Stan Chambers – County Auditor
- Terry Clemons – County Auditor's Office
- Representative from Constable 1 and Constable 2
- Representative from Sheriff's Office

**D.) Discussion for online training options**

- TAC currently offers some online training free of charge through a company called Summit Training.
- Isaac Garcia and Amanda Talbert are currently working on the possibilities to provide online training as a new hire orientation. This would also start put the new employee into a trainings database, and would make it easier to keep employees up to date trainings complete.
- Road & Bridge is another key department that could utilize the online training, but some of the factors that would have to be worked out are how to put the individual employees into the database with no email address, would each individual need their own email address, and could this be done in a group setting.
- If you have access to computers, it would be easy to get your training complete using the online training program currently provided by TAC.

The next meeting with TAC to be scheduled from June 9 2016.

FILED: JAN 05 2016

J.A. "ANDY HARWELL, County Clerk  
McLennan County, Texas  
By: KELLY FULLBRIGHT DEPUTY

ACCEPTED BY COMMISSIONERS COURT  
THIS 5 DAY OF JAN 20 16  
*Kelly Fullbright*  
COUNTY JUDGE

FOR RECORDING

**REMAINS LIFTED:**

**AUTHORIZATION RE: BURN BAN IN THE  
UNINCORPORATED AREAS OF MCLENNAN COUNTY**

On this the 5 day of January, 2016, came on for consideration the matter of Authorization re: Burn Ban in the Unincorporated Areas of McLennan County. Commissioner Perry made a motion to keep burn ban lifted and it was seconded by Commissioner Jones. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Gibson, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Authorizations re: Burn Ban in the Unincorporated Areas of McLennan County be, and the same is hereby, approved unanimous vote.

\*\*\*\*\*

**ORDER APPROVING:**

**AUTHORIZATION RE: MAINTENANCE OF BUILDINGS CELL PHONE REQUEST**

On this the 5 day of January, 2016, came on for consideration the matter of Authorization re: Maintenance of Buildings Cell Phone Request. Commissioner Perry made a motion to approve and it was seconded by Commissioner Jones. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Gibson, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Authorization be, and the same is hereby, approved by unanimous vote.

-----

*McLennan County Purchasing Department*

214 North 5th Street Waco, Texas 76701-1302

**Ken Bass**

Director of Purchasing



January 5, 2016

Re: Request for Cell Phone for Maintenance of Buildings

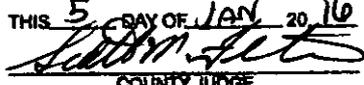
Commissioners:

We have a request from the Maintenance of Buildings Department to replace an "on-call" pager at a cost of \$11.95/month (plus taxes) with a cell phone that would cost \$14.99/month (plus taxes).

Messages are not always received on the pager depending on the location of the "on-call" person. MOB feels it would be advantageous to replace the pager with a cell phone due to missed messages.

We respectfully submit this information for the Court's consideration.

Thank You,  
Ken Bass

APPROVED BY COMMISSIONERS COURT  
THIS 5 DAY OF JAN 20 16  
  
COUNTY JUDGE

FILED: JAN 05 2016

J.A. "ANDY HARWELL, County Clerk  
McLennan County, Texas  
By: KELLY FULLBRIGHT DEPUTY

**AGENDA: JANUARY 5, 2016**

**III. CONSIDERATION OF, AND/OR ACTION ON, THE FOLLOWING:**

**L. CONSENT AGENDA ITEMS:**

3. *Human Resources / Salary Matters: Benefits / Status Forms / Revisions to Salary Schedules; Authorizations Regarding Human Resources Issues / Revisions to Human Resources Policies; Compensation/ Classification Issues /Personnel Reviews/ Reclassifications, Administrative Guidelines; Consultant Reports, Recommendations, Job Descriptions / Posting/ Approvals Necessary for Statutory or Constitutional Qualifications / Acceptance of Resignations of Appointed or Elected Department Heads*
- a. Constable, Precinct 1 **Approved**
6. *Acceptance / Non Acceptance of Officials / County Department Head / Staff / Organization Reports / Updates; Policy Recommendations; Reports relative to County Contracts / Agreements / Programs; Recording of Educational or Insurance Certificates / Awards / Bonds / Recording of Conflict Disclosure Statements, Presentations to the Court*
- d. Purchasing: Monthly Activity Report, December 2015 **Approved**
- e. Health Services Department: Monthly Activity Report, October and November 2015 **Approved**
7. *Commissioners Court*, discussion on, consideration of and / or Action on:
- d. Regarding the Establishment of a Regulatory Traffic Sign of Freedman Drive in Precinct 4
- 1) Public Hearing on Proposed Regulatory Traffic Sign **Hearing Held**
- 2) Consideration of and/or Action to Approve Establishment of a Regulatory Traffic Sign on Freedman in Precinct 4 **Approved**
- f. Regarding the McLennan Indigent Health Care Program: Authorization of Policy Revisions
- 1) Fraud Policy and Procedures **Approved**  
*(See before L.7.d)*
- 2) CIHCP Policy Regarding Sponsored Aliens **Approved**
- g. Discussion and/or Action regarding the Property / Casualty Insurance Committee including Committee Member Additions **Approved**

**ORDER APPROVING PAYROLL STATUS FORM:**

**CONSTABLE, PRECINCT 1**

On this the 5 day of January, 2016, came on for consideration the matter of Payroll Status Form: Constable, Precinct 1. After discussion, Commissioner Perry made a motion to approve L. 3. a. and it was seconded by Commissioner Snell. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Gibson, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Payroll Status Form be, and the same is hereby, approved by unanimous vote.

-----

**McLennan County, Texas**  
**PAYROLL STATUS FORM**

RECEIVED  
JAN 04 2016  
COUNTY AUDITOR

| LAST NAME  | FIRST NAME  | MI  | EMPLOYEE ID NO.  | EFFECTIVE DATE  |
|--|---|---|--|---|
| Vinson   | Lyon  | H.  |  | 1 / 5 / 16  |
| <input checked="" type="checkbox"/> New Hire<br><input type="checkbox"/> Other | <input type="checkbox"/> Promotion<br><input type="checkbox"/> Demotion | <input type="checkbox"/> Reclassification<br><input type="checkbox"/> Salary Adjustment | <input type="checkbox"/> Lateral Move<br><input type="checkbox"/> Merit Increase | <input type="checkbox"/> Separation from<br>County Employment |

**FULLTIME EMPLOYEES**

|                     | SALARY SCHEDULE FOR POSITION SOUGHT |                   | ACTUAL SALARY   |                                   |
|---------------------|-------------------------------------|-------------------|---|-----------------------------------|
|                     | EXISTING                            | PROPOSED REVISION | FROM  | TO                                |
| Job Title           | Part-Time Dep. Const                |                   |   | Part-Time Dep. Const.             |
| Job Code Number     | 8880                                |                   |   | 8880                              |
| Department Name     | Constable, Pct. 1                   |                   |   | Constable, Pct. 1                 |
| Position Number     | 852                                 |                   |   | 852                               |
| System              |                                     |                   |   |                                   |
| Grade               |                                     |                   |   |                                   |
| Monthly Amount      | \$15.00/Hour                        |                   |   | \$15.00/Hour                      |
| Annual Amount       |                                     |                   |   |                                   |
| Salary Survey - Min |                                     |                   | <b>FLSA STATUS</b><br><input type="checkbox"/> Exempt<br><input checked="" type="checkbox"/> Non-Exempt | <b>DATE OF HIRE</b><br>1 / 5 / 16 |
| Salary Survey - Mid |                                     |                   |   |                                   |
| Salary Survey - Max | \$11,700.00                         |                   |   |                                   |

**HOURLY EMPLOYEES**

| DEPARTMENT NAME | HOURLY RATE | The Commissioners' Court annually sets the standard rate for hourly employees. Commissioners' Court approval of this form is only necessary if the hourly pay rate stated exceeds the standard rate. Call the HR Dept for the standard rate. |
|-----------------|-------------|--|
|                 |             |  |

**ACCOUNT CODING (For County Auditor's Use)**

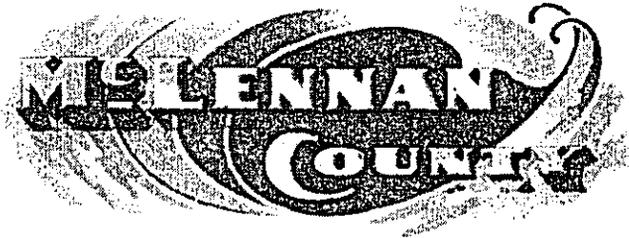
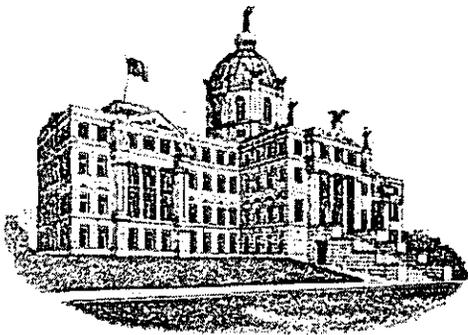
| FUND  | COST CENTER | OBJECT | PROJECT | MONTHLY SALARY | PERCENTAGE |
|-------|-------------|--------|---------|----------------|------------|
|       |             |        |         |                |            |
| Total |             |        |         |                | 100.00%    |

**APPROVALS (See Note 1)**

| DEPARTMENT                         | HUMAN RESOURCES   | COUNTY AUDITOR   | COMMISSIONERS' COURT  |
|------------------------------------|---|--|---|
| I hereby approve the above action. | This proposed action:<br><input checked="" type="checkbox"/> is <input type="checkbox"/> is not within the established guidelines of McLennan County. | A line item budget transfer<br><input type="checkbox"/> is <input checked="" type="checkbox"/> is not required if approved by Commissioners' Court. See attached, if required. | <input checked="" type="checkbox"/> Approved<br><input type="checkbox"/> Accepted<br><input type="checkbox"/> Denied<br>1/5/16 Date |
| X <i>[Signature]</i>               | X <i>[Signature]</i>  | X <i>[Signature]</i>   | X <i>[Signature]</i>  |

**Note 1** - Signature blanks should be marked N/A if approval is not required for this action. No approval by the Commissioners' Court is required for actions affecting hourly employees, unless their hourly rate exceeds the fiscal year's adopted standard hourly rate. Separations from employment require only the departments approval as to effective date.

|                  |                 |            |
|------------------|-----------------|------------|
| <b>COMMENTS:</b> | <b>RECEIVED</b> | <b>BY:</b> |
|                  | DEC 29 2015     |            |
|                  | HUMAN RESOURCES |            |



WACO, TEXAS

RECEIVED

DEC 29 2015

McLENNAN CO.  
JUDGE

**Walt Strickland**

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

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

Date: 12/29/15

To: Commissioner's Court

From: Walt Strickland, Constable Pct. 1

Dear Commissioners:

I am submitting Lyon H. Vinson to fill a Part-Time Deputy Constable position in my office to be effective 01-05-2016.

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

Thank you for your cooperation in this matter.

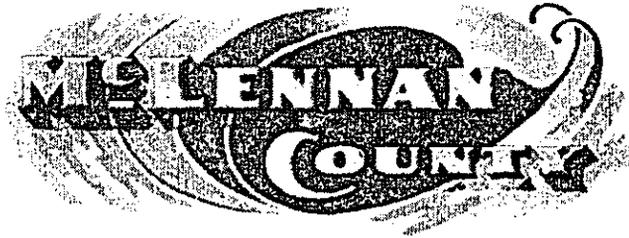
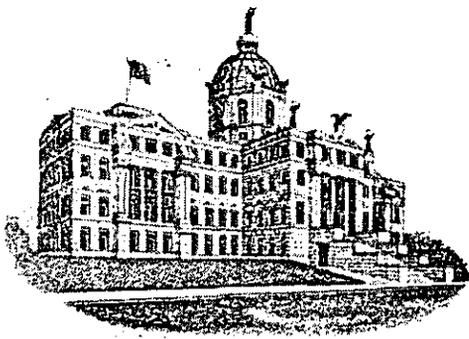
Sincerely,

Walt Strickland, Constable Pct. 1

APPROVED BY COMMISSIONERS COURT

THIS 5 DAY OF JAN 2016

COUNTY JUDGE



WACO, TEXAS

**Walt Strickland**

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

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

**AFFIDAVIT REGARDING APPOINTMENT OF DEPUTY CONSTABLE**

In accordance with the LOCAL GOVERNEMENT CODE, CHAPETER 86 - CONSTABLE, SUBCHAPTER B - DEPUTIES, SECTION 86.011, APPOINTMENT OF DEPUTY CONSTABLE, I have submitted a written application to Commissioner's Court, including the name of the proposed Deputy, Lyon H. Vinson, showing it is necessary to appoint a Deputy in order to properly handle the business of this office that originated in this precinct.

I, Constable Walt Strickland, affirm that proposed Deputy Lyon H. Vinson qualifies to be a Deputy Constable in the manner provided for Deputy Sheriffs according to LGC, Section 86.011(b) and the Current Rules, Texas Administrative Code, Title 37 - Public Safety, Part VII - Texas Commission on Law Enforcement, is in good standing and will take and subscribe the Official Oath before beginning to perform the duties of this office.

Walt Strickland, Constable Pct. 1

Date: 12/29/15

FILED: JAN 05 2016

J.A. "ANDY HARWELL, County Clerk  
McLennan County, Texas  
By: KELLY FULLBRIGHT, DEPUTY

**ORDER ACCEPTING:**

**MONTHLY ACTIVITY REPORT, DECEMBER 2015**  
**RE: PURCHASING**

On this the 5 day of January, 2016, came on for consideration the matter of Purchasing: Monthly Activity Report, December 2015. After discussion, Commissioner Jones made a motion to approve for recording purposes and it was seconded by Commissioner Perry. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Gibson, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Report be, and the same is hereby, accepted by unanimous vote.

-----

Purchasing Monthly Report

| During the Past Month                      | Nov-15   | Dec-15  |
|--|--|---|
| Purchase Orders Processed (approximate):   | 485  | 500   |
| Bids, RFQs & RFPs awarded or rejected :    |  | RFP 16-001 Commissary for SO  |
| Bids, RFQs & RFPs released:                | RFP 16-001 Commissary for SO<br>working with SO in the evaluation  | Bid 16-002 Aggregate<br>Bid 16-003 Pit Run Gravel   |
| Bids, RFQs & RFPs Extended or updated:     |  |   |
| Juvenile Food Bid awarded to:              | PFG  | PFG   |
| Insurance                                  | Aggregate & Specific loss - Companion Life   | Attended Insurance Committee Meeting  |
| Contracts worked on:                       | Finished Financing Agreement for Constable 1 Vehicle<br>Finished Agreement with Liberty Tire<br>Worked on Mail Finance Agreement with Neopost JP-3   | Agreement on Additional Cable Box for SO<br>Agreement with Winton Engineering<br>Worked on Commissary Agreement   |
| Maintenance Agreements Reviewed            | Dataworks Plus/Office Systems 2000/CTWP  | Southwest Solutins Group  |
| Projects:                                  | Sent through changes in Purchasing Policy<br>Sent letter declaring certain Tasers Surplus for trade-in<br>worked on a copier for Treasurer's Office - CTWP<br>Looked through agreement for LogSoft Software for SO<br>Brought to Court discussion on A/E Services<br>Worked with Treasurer on selection of Armored Car<br>Services - Dunbar<br>Court Order for acceptance of Oak Tree from<br>Texas Forest Service<br>Brought to Court discussion on security<br>Meeting with Juvenile at local stores for clothes<br>Attended Purchasing Conference in San Marcos<br>Contacted Winton for update on Roof at Extraco Evnts Ctr | Brought to the Court discussion on HB 23 & HB 1295<br>Worked with Dustin on Assitive Listening Devices<br>Visited with Simplex Grinnell on Courthouse Security<br>Worked on Gun Law Signs<br>Working on a fax line for MOB at Hwy 6 Jail<br>Received Courtroom lay out for new Courtroom<br>Received a quote to repair Pumps at Lift Station<br>for Hwy 6 Jail from Smith Pump<br>Sought pricing for new van for SO<br>Worked on ADA Compliance fro some of our forms |
| Cellular Services                          | Air Card for Sheriff<br>Called in request for Potts Lines for 3 elevators<br>Working on Faxes at SO, will not dial toll free numbers   | Air Card for I-T Department<br>Cell Phone Allowance for MOE   |
| Donations/Surplus                          | None   | None  |
| Auction                                    | Initiated an auction in November to end Nov 30th   | Working on the next Auction   |
| Requests for Information                   | Responded to Open Records Request submitted by<br>Aramark after response from Ags Office<br>Request for Pos from August 2015 to present<br>from Smart Procure<br>Request for fuel and maintenace expense for county<br>from Enterprise   | Open Records Request from Skip Reeves on UA<br>Supervised Test and Urine Drug Screen Test<br>RS Gates requested information on a requisition<br>Leal's requested copies of responses from Vending RFP<br>Sought iDocket Agreement for District Clerk  |
| <b>In the Upcoming Month</b>               |  |   |
| Issuing Juvenile Food Service Bid          | Issuing Juvenile Food Service Bid  | Issuing Juvenile Food Service Bid   |
| Working on the Following Bids, RFQs & RFPs | RFQ for Engineer<br>Roof Repair at Hwy 6 Jail<br>Lift Station at Hwy 6 Jail - Evaluating<br>RFP for Flat Roof at Extraco Events Center<br>Roof between Fine Arts and General Exhibits Building   | RFQ for Roof Consultant<br>Roof Repair at Hwy 6 Jail<br>RFP for Flat Roof at Extraco Events Center<br>Roof between Fine Arts and General Exhibits Building  |
| Contracts or Bids within 2 month window:   | Aggregate<br>Pit Run Gravel<br>Crushed Limestone<br>Light Weight Aggregate<br>Corrugated Steel Culverts<br>Asphalt Emulsions<br>License to Place Vending Machines  | Crushed Limestone<br>Light Weight Aggregate<br>Corrugated Steel Culverts<br>Asphalt Emulsions<br>License to Place Vending Machines<br>Printing for Various Departments<br>Review of Stericycle Agreement  |

Ken Bass

ACCEPTED BY COMMISSIONERS COURT  
THIS 5 DAY OF JAN 20 16  
*Scott M. [Signature]*  
COUNTY JUDGE

FOR RECORDING

FILED: JAN 05 2016

JA. "ANDY HARWELL, County Clerk  
McLennan County, Texas  
By: KELLY FULLBRIGHT DEPUTY

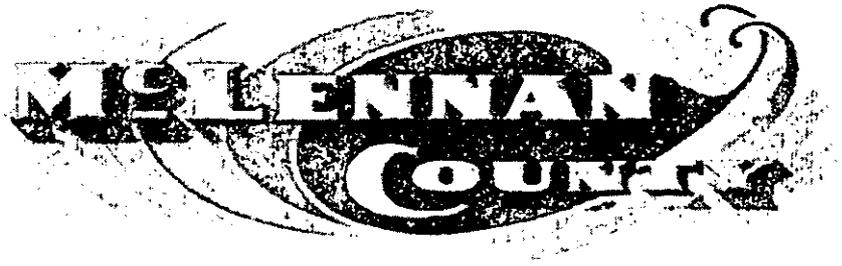
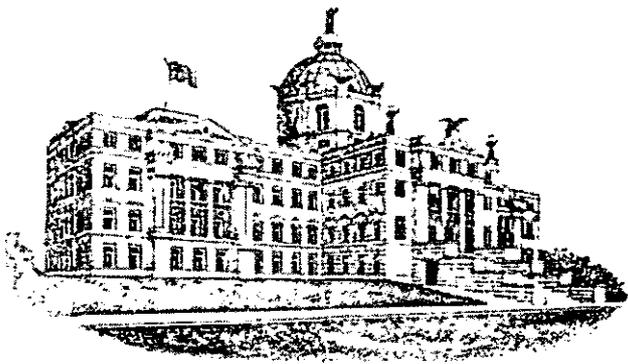
McLennan County, Texas  
County Clerk's Office  
1000 West 10th Street  
Waco, Texas 76798  
Phone: 767-870-2200  
Fax: 767-870-2201  
www.mclennan-tx.gov

**ORDER ACCEPTING:**

**MONTHLY ACTIVITY REPORT, OCTOBER AND NOVEMBER 2015**  
**RE: HEALTH SERVICES DEPARTMENT**

On this the 5 day of January, 2016, came on for consideration the matter of Health Services Department: Monthly Activity Report, October and November 2015. After discussion, Commissioner Jones made a motion to accept for recording purposes and it was seconded by Commissioner Perry. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Gibson, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Report be, and the same is hereby, accepted by unanimous vote.

-----



WACO, TEXAS

HEALTH SERVICES DEPARTMENT

204 N. 7<sup>th</sup> St.

Waco, Texas 76701

(254)757-5174

FAX (254)755-6128

To: County Judge Scott Felton and members of Commissioners Court

From: Eva Cruz Hamby, Director

Date: January 5, 2016

Monthly activity for October and November 2015:

Attended the following meetings:

October

Access to Care Workgroup meeting

United Way Meeting

Prosper Waco Health Steering Committee

Health District Board Meeting

Annual Conference

November

Access to Care Workgroup

Prosper Waco Health Steering Committee

Attached are the following policy revisions:

Fraud Policy revising to include penalties for fraud

ICH Policy regarding sponsored aliens revising to clarify resources and income of sponsors to be considered.

ACCEPTED BY COMMISSIONERS COURT  
THIS 5 DAY OF JAN 2016

*Scott Felton*  
COUNTY JUDGE

For  
RECORDING

# HEALTH SERVICES DEPARTMENT

| FY16 Indigent Health Care        | Oct        | Nov        | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep |
|----------------------------------|------------|------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| Total # of clients in dept.      | 286        | 235        |     |     |     |     |     |     |     |     |     |     |
| Total # of Applications approved | 44         | 49         |     |     |     |     |     |     |     |     |     |     |
| Total # of active IHC clients    | 402        | 410        |     |     |     |     |     |     |     |     |     |     |
| Total # of Burials approved      | 1          | 3          |     |     |     |     |     |     |     |     |     |     |
| Total # of Cremations approved   | 3          | 6          |     |     |     |     |     |     |     |     |     |     |
| Reimbursements processed         | \$826.00   | \$300.00   |     |     |     |     |     |     |     |     |     |     |
| Pharmacy Rebates processed       | \$3,117.11 | \$1,406.52 |     |     |     |     |     |     |     |     |     |     |

|                    |    |    |
|--------------------|----|----|
| SSI                | 9  | 5  |
| Good Health Card   | 19 | 16 |
| Community Partners | 4  | 3  |

| FY16 County Jail            | Oct         | Nov         | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep |
|-----------------------------|-------------|-------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| Total # of claims processed | 27          | 47          |     |     |     |     |     |     |     |     |     |     |
| Hospital                    | 5           | 7           |     |     |     |     |     |     |     |     |     |     |
| Non-hospital                | 22          | 40          |     |     |     |     |     |     |     |     |     |     |
| Year to date expenditures   | \$13,480.87 | \$40,605.53 |     |     |     |     |     |     |     |     |     |     |

**\*Note:** These numbers reflect only the claims processed in this office. Dental, Pharmacy, and some lab/xray claims are processed through the Auditor's Office.



## McLennan County, TX — Claims Report : Monthly

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November 2015

| Group Code     | Carrier | Filled     | U&C       | Net       | Rate    | Paid           |
|----------------|---------|------------|-----------|-----------|---------|----------------|
| MCLENNANTX     | C2C     | 107        | 30        | 77        | \$1.250 | \$96.25        |
| <b>Totals:</b> |         | <b>107</b> | <b>30</b> | <b>77</b> |         | <b>\$96.25</b> |

## McLennan County, TX — Group Summary Report : Monthly

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November 2015

| Group Code | Net Submitted Amount | Net Patient Pay | Net Savings | Savings Percent |
|------------|----------------------|-----------------|-------------|-----------------|
| MCLENNANTX | \$5,943.55           | \$1,609.76      | \$4,333.79  | 72.9%           |

## McLennan County, TX — Brand Vs. Generic Claims Report : Monthly

---

November 2015

| Group Code | Brand Claims | Generic Claims | % Generic | \$ Generic As % | Patient Paid Brand | Patient Paid Generic |
|------------|--------------|----------------|-----------|-----------------|--------------------|----------------------|
| MCLENNANTX | 2            | 75             | 97.4%     | 92.8%           | \$115.36           | \$1,494.40           |

## McLennan County, TX — Claims Report : Monthly

October 2015

| Group Code     | Carrier | Filled     | U&C       | Net       | Rate    | Paid           |
|----------------|---------|------------|-----------|-----------|---------|----------------|
| MCLENNANTX     | C2C     | 103        | 32        | 71        | \$1.250 | \$88.75        |
| <b>Totals:</b> |         | <b>103</b> | <b>32</b> | <b>71</b> |         | <b>\$88.75</b> |

## McLennan County, TX — Group Summary Report : Monthly

October 2015

| Group Code | Net Submitted Amount | Net Patient Pay | Net Savings | Savings Percent |
|------------|----------------------|-----------------|-------------|-----------------|
| MCLENNANTX | \$4,450.23           | \$1,793.32      | \$2,656.91  | 59.7%           |

## McLennan County, TX — Brand Vs. Generic Claims Report : Monthly

October 2015

| Group Code | Brand Claims | Generic Claims | % Generic | \$ Generic As % | Patient Paid Brand | Patient Paid Generic |
|------------|--------------|----------------|-----------|-----------------|--------------------|----------------------|
| MCLENNANTX | 3            | 68             | 95.8%     | 63.4%           | \$656.07           | \$1,137.25           |

FILED: JAN 05 2016

J.A. ANDY HARWELL, County Clerk  
McLennan County, Texas  
By: KELLY FULLBRIGHT DEPUTY

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The Court went to item L. 7. f. 1. and 2 re: the McLennan County Indigent Health Care Program:  
Authorization of Policy Revisions.

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**ORDER APPROVING:**

**AUTHORIZATION OF POLICY REVISIONS**

**FRAUD POLICY & PROCEDURES**

**AND**

**CIHCP POLICY REGARDING SPONSORED ALIENS**

**RE: THE MCLENNAN COUNTY INDIGENT HEALTH CARE PROGRAM**

On this the 5 day of January, 2016, came on for consideration the matter Regarding the McLennan County Indigent Health Care Program: Authorization of Policy Revisions: Fraud Policy & Procedures and CIHCP Policy Regarding Sponsored Aliens. After discussion, Commissioner Perry made a motion to approve L. 7. f. 1 and L. 7. f. 2 and it was seconded by Commissioner Snell. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Gibson, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Revisions be, and the same are hereby, approved.

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**FRAUD POLICY & PROCEDURES**  
McLennan County Indigent Health Care Program

**General Provisions**

- I. Indication of fraud: program violation consists of knowingly or recklessly committing any of the following actions:
  - a. Making a false and/or misleading statement
  - b. Misrepresenting, concealing, or withholding facts
  - c. Violating any provision of the CIHCP Act, the CIHCP regulation or State Statutes relating to the use or acquisition of CIHCP.
- II. Possible areas where fraud will be identified - Situations are varied in which an applicant or recipient might intentionally, knowingly, or recklessly withhold information or present false information to obtain assistance or benefits to which he/she is not entitled. Examples include, but may not be limited to:
  - a. Information misrepresented or concealed at the time any of the McLennan County CIHCP forms are completed;
  - b. Information misrepresented at the time legal requirements (CIHCP Eligibility) are tested for initial certification or recertification;
  - c. Information misrepresented concerning income or resources, composition of family group, county of residency, and some element of need;
  - d. Information misrepresented to obtain prescribed drugs over the authorized limit;
  - e. Information misrepresented or concealed concerning incapacity;
  - f. Information misrepresented or concealed by a member of recipient's family, authorized representative, or any other individual(s) who assist recipient in obtaining medical services via CIHCP;
  - g. Use of fictitious names and/or sources of identification;
  - h. Misrepresentation on guardianship or custody of children in household and/or status for adults in the household, including but not limited to military dependents status and alien sponsorship.

**Procedure**

When the Indigent Health Care (IHC) staff has reason to believe that fraud may have occurred; the following procedures shall be followed:

- a. The IHC staff shall investigate all cases of suspected fraud and shall collect and document evidence;
- b. The IHC staff shall contact the client who is suspected of fraud by sending a certified letter informing him/her of the withdrawal of eligibility and explaining the allegations and giving the client ten days to provide information disputing the allegations. If the client disputes the allegations, the client will be allowed to submit applicable supporting document/verification for further consideration.
- c. The Director of Health Services will review the supporting documentation/verification. The Director will conduct interviews if the Director deems it necessary. The Director will render a final decision.

**A person who has been informed of their administrative ineligibility may appeal the decision in accordance with the McLennan County Health Services Department's Fair Hearing Guidelines.**

**Persons found to have misrepresented information in order to receive benefits, may be administratively ineligible to receive IHC benefits**

**Penalty for Fraud:**

**Standard Offenses:** Standard offenses are those misrepresentations or concealments that do not involve forgery or alteration of IHC forms, or intentional coordination or conspiracy with a third party to provide false information.

- 1<sup>st</sup> offense disqualification from IHC program for six months and any charges incurred are reimbursed to County in full
- 2<sup>nd</sup> offense disqualification from IHC program for 24 months and any charges incurred are reimbursed to County in full

**Subsequent offense permanent disqualification**

**Major Offense:** Forgery or alteration of IHC forms, or intentional coordination or conspiracy with a third party to provide false information. Penalty is disqualification for five years and any charges incurred are reimbursed to County in full.

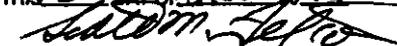
**I hereby acknowledge, I have read and understand the above information stated in this document.**

\_\_\_\_\_  
SIGNATURE

Revised 1/2016

APPROVED BY COMMISSIONERS COURT

THIS 5 DAY OF JAN 20 16

  
COUNTY JUDGE

\_\_\_\_\_  
DATE

**FILED: JAN 05 2016**

**JA. "ANDY HARWELL, County Clerk  
McLennan County, Texas  
By: KELLY FULLBRIGHT DEPUTY**

REC'D - COUNTY CLERK'S OFFICE  
JAN 05 2016

2016 JAN 05 10:10 AM

**MCLENNAN COUNTY HEALTH SERVICES**  
**CIHCP Policy Regarding Sponsored Aliens**  
**Effective October 1, 2012**

**Purpose:** To define how the McLennan County Indigent Health Care Program will determine eligibility for Legal Resident Aliens (LRAs) who have entered the United States through an Alien Sponsor.

**Sponsored Alien:** Pursuant to Texas Health and Safety Code Section 61.008(c), a "sponsored alien" means a person who has been lawfully admitted to the United States for permanent residence under the Immigration and Nationality Act (8 U.S.C. Section 1101 et seq.) and who, as a condition of admission, was sponsored by a person who executed an affidavit of support on behalf of the person.

**Alien Sponsor:** A person who signed an affidavit of support (namely, INS Form I-864 or I-864-A) on or after December 19, 1997, agreeing to support an alien as a condition of the alien's entry into the United States. Not all aliens must obtain a sponsor before being admitted into the U. S. There is no time limitation on the responsibility of the sponsor.

The Alien Sponsor's responsibility does not apply if the alien:

- is under age 18;
- has become a naturalized U.S. citizen;
- has 40 quarters of work history;
- has a deceased sponsor;
- is a refugee, parolee, asylum grantee, Amerasian, victim of severe trafficking, Cuban/Haitian entrants; or are battered alien spouses of U.S. citizen or legal permanent resident, child of battered aliens, or parents of battered children if its determined that the battery is substantially related to the need for benefits and the battered individual does not live with the batterer.

**Legal Basis:** Texas Health and Safety Code Section 61.008(c):

If an applicant is a sponsored alien, a county may include in the income and resources of the applicant, (A) the income and resources of a person or persons who executed an affidavit of support on behalf of the applicant; and (B) the income and resources of the spouse of a person who executed an affidavit of support on behalf of the applicant, if applicable.

**Guidance from the Texas Department of State Health Services on this issue is that:**

- This legislation effectively disconnects the issue of alien sponsorship from TANF policy, and that
- Counties may develop specific local guidelines concerning this issue.

**Policy:**

The McLennan County Indigent Health Care Program, will include in the income and resources of a Sponsored Alien applicant the income and resources of the sponsor and the sponsors spouse as declared on INS Form I-864 or I-864-A of a person or persons who executed an affidavit of support on behalf of the applicant.

**Procedures:**

**I. Resources**

Resources belonging to the Sponsored Alien applicant will be considered according to program guidelines applied for all other applicants.

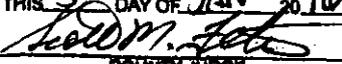
**II. Income**

Income, whether earned or unearned, belonging to the Sponsored Alien will be considered according to program guidelines applied for all other applicants.

**III. Sponsor Resources and Income.** Income and resources of the sponsor and the sponsor's spouse as declared on INS Form I-864 or I-864-A of a person or persons who executed an affidavit of support on behalf of the applicant will be included in the income and resources of a Sponsored Alien applicant.

MCLENNAN COUNTY HEALTH SERVICES  
CIHCP Policy Regarding Sponsored Aliens  
Effective October 1, 2012

In addition to any routinely required documentation, the applicant must submit a copy of the affidavit of support (namely, INS Form I-864 or I-864-A) executed by the alien's sponsor(s). Texas Health and Safety Code Section 61.008, in determining eligibility.

APPROVED BY COMMISSIONERS COURT  
THIS 5 DAY OF JAN 2016  
  
COUNTY JUDGE

FILED: JAN 05 2016

Revised 1/2016

J.A. "ANDY HARWELL, County Clerk  
McLennan County, Texas  
By: KELLY FULLBRIGHT DEPUTY

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The Court went back to item L. 7. d. 1. and 2 re: the Establishment of a Regulatory Traffic Sign on Freedman Drive in Precinct 4.

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**PUBLIC HEARING ON PROPOSED REGULATORY TRAFFIC SIGN**

**RE: THE ESTABLISHMENT OF A REGULATORY TRAFFIC  
SIGN ON FREEDMAN DRIVE IN PRECINCT 4**

On this the 5 day of January, 2016, came on for consideration the matter Regarding the Establishment of a Regulatory Traffic Sign on Freedman Drive in Precinct 4: Public Hearing on Proposed Regulatory Traffic Sign. County Judge Scott M. Felton stated at this time we will go into a Public Hearing on the Proposed Regulatory Traffic Sign. He asked if there was anyone here to comment on the issue. Not hearing anyone, County Judge Scott M. Felton closed the Public Hearing.

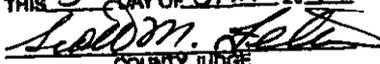
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PUBLIC HEARING AND ACTION ON  
THE ESTABLISHMENT OF A REGULATORY TRAFFIC SIGN ON  
FREEDMAN DRIVE IN PRECINCT 4

On this the 5<sup>th</sup> day of January 2016 there came before the Commissioners Court the matter of holding a public hearing for the purpose of hearing from interested members of the public in connection with establishing a regulatory traffic sign on the following road in Precinct 4:

**“STOP” Sign:** On Freedman Drive (a private road) at the intersection of Rivercrest Road.

Upon conclusion of the public hearing, the Court reconvened in regular session and upon motion being made by Commissioner Perry; seconded by Commissioner Snell and duly passed, said traffic regulation posting was approved and the erection of the appropriate sign was authorized.

APPROVED BY COMMISSIONERS COURT  
THIS 5 DAY OF JAN 20 16  
  
COUNTY JUDGE

FILED: JAN 05 2016

J.A. "ANDY" HARWELL, County Clerk  
McLennan County, Texas  
By: KELLY FULLBRIGHT DEPUTY

**ORDER APPROVING:**

**ACTION RE: THE PROPERTY / CASUALTY INSURANCE COMMITTEE  
INCLUDING COMMITTEE MEMBER ADDITIONS**

On this the 5 day of January, 2016, came on for consideration the matter of Discussion and/or Action regarding the Property / Casualty Insurance Committee Including Committee Member Additions. After discussion, Commissioner Snell made a motion to approve the name change for the Insurance Safety Committee and to add the new members to the Committee and it was seconded by Commissioner Jones. After further discussion, a vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Gibson, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Authorization be, and the same is hereby, approved by unanimous vote.

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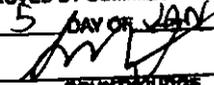
# INSURANCE SAFETY COMMITTEE

(Formerly Property / Casualty Insurance Committee)

**Below is the list of committee members:**

- Ben Perry                      Commissioner, Precinct 4
- Kelly Snell                     Commissioner, Precinct 1
- Ken Bass                        Purchasing Director
- Amanda Talbert                Human Resources Director \*
- Dustin Chapman               County Administrator \*
- Herschel Miller               Maintenance of Buildings Director \*
- Stan Chambers                County Auditor \*
- Terry Clemons                Assistant Auditor \*
- Walt Strickland                Constable, Precinct 1 \*
- John Johnson                 Constable, Precinct 2 \*
- Pam Whitlock                 Administrative Captain \*

(\* add on 1/05/16)

APPROVED BY COMMISSIONERS COURT  
THIS 5 DAY OF JAN 2016  
  
\_\_\_\_\_  
COUNTY JUDGE

**FILED:    JAN 05 2016**

J.A. "ANDY HARWELL, County Clerk  
McLennan County, Texas  
By: KELLY FULLBRIGHT DEPUTY

**AGENDA: JANUARY 5, 2016**

**III. CONSIDERATION OF, AND/OR ACTION ON, THE FOLLOWING:**

**M. Commissioners Court Work Session:** Information Gathering, Discussions, Status Reports / Updates and / or Presentations on any or all of the items listed below (*no action will be taken by the Court on items presented in this part of the meeting*): Discussion / Suggestions regarding: *Future Work Session Items*

- |   |                         |
|---|-------------------------|
| 1. <b><i>Discussion re: Criminal Justice Issues:</i></b> Updates re: the Electronic Monitoring Program / Coordinating the McLennan County Criminal Justice System / Criminal Justice Process / Creation of a Criminal Justice Work Group/Discussion on Ways to Control the Jail Population/ MHMR Services at the County Jail / Pretrial Services / Veterans & Mental Health Courts / Courthouse Security / Video Conferencing Utilization / Public Nuisance Reporting & Enforcement Process / County Essentials Reimbursement, related matters                        | <b>Information Only</b> |
| 2. <b><i>Discussion re: Capital Expenditures:</i></b> including Discussion re: the Time Schedule for Capital Outlay / Recommendations from the Finance Committee Regarding the Spending Policy / Equipment Financing, related matters   | <b>None</b>             |
| 3. <b><i>Discussion re: County Property,</i></b> including Discussion regarding Space Availability & Utilization of County Buildings, Utilization Planning, Consultant, Joint Facilities Master Plan or Study / Updates regarding Maintenance of Hwy 6 or Downtown Jail/Maintenance at Tradinghouse Lake/Park / ADA Capital Improvements / Recommendations from Tradinghouse Lake / Park Advisory Committee / Tradinghouse Lake Pavilion Rental Issues / Policy for County Right of Ways / Themis Statue / Policy re: Office Remodeling / and Matters Related Thereto | <b>None</b>             |
| 4. <b><i>Discussion re: Texas Department of Transportation:</i></b> including Discussion re: Rural/Public Transportation, related matters   | <b>None</b>             |
| 5. <b><i>Discussion re: McLennan County Travel Policy:</i></b> including Discussion regarding Revisions to the Current Policy   | <b>None</b>             |
| 6. <b><i>Discussion re: Jury Pay Donation List</i></b>  | <b>Discussion Only</b>  |

**INFORMATION ONLY:**

**COMMISSIONERS COURT WORK SESSION:**  
**INFORMATION GATHERING, DISCUSSIONS, STATUS REPORTS / UPDATES**  
**AND / OR PRESENTATIONS ON ANY OR ALL OF THE ITEMS LISTED BELOW**  
**(NO ACTION WILL BE TAKEN BY THE COURT ON ITEMS**  
**PRESENTED IN THIS PART OF THE MEETING):**

**DISCUSSION RE: CRIMINAL JUSTICE ISSUES: UPDATES RE: THE ELECTRONIC**  
**MONITORING PROGRAM / COORDINATING THE MCLENNAN COUNTY CRIMINAL**  
**JUSTICE SYSTEM / CRIMINAL JUSTICE PROCESS / CREATION OF A CRIMINAL**  
**JUSTICE WORK GROUP / DISCUSSION ON WAYS TO CONTROL OF JAIL POPULATION /**  
**MHMR SERVICES AT THE COUNTY JAIL / PRETRIAL SERVICES / VETERANS &**  
**MENTAL HEALTH COURTS / COURTHOUSE SECURITY / VIDEO CONFERENCING**  
**UTILIZATION / PUBLIC NUISANCE REPORTING & ENFORCEMENT PROCESS**  
**COUNTY ESSENTIALS REIMBURSEMENT, RELATED MATTERS**

On this the 5 day of January, 2016, came on for consideration the matter of *Commissioners Court Work Session*: Information gathering, discussions, status reports / updates and / or presentations on any or all of the items listed below (*no action will be taken by the Court on items presented in this part of the meeting*): Discussion / Suggestion regarding: *Future Work Session Items*. *Discussion re: Criminal Justice Issues*: Updates regarding the Electronic Monitoring Program, Coordinating the McLennan County Criminal Justice System / Criminal Justice Process / Creation of a Criminal Justice Work Group / Discussion on Ways to Control of Jail Population / MHMR Services at the County Jail / Pretrial Services / Veterans & Mental Health Courts / Courthouse Security / Video Conferencing Utilization / Public Nuisance Reporting & Enforcement Process / County Essentials Reimbursement, related matters. Judge Felton updated the Court regarding the Electronic Monitoring Program.

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|                     |            |
|---------------------|------------|
| <b>Report Date:</b> | 12/31/2015 |
|---------------------|------------|

  
**RECOVERY**  
*Healthcare Corporation*  
**MCLENNAN COUNTY EM OFFICE**  
 219 N. 6TH STREET  
 SUITE 100 ROOM 101  
 WACO, TEXAS 76701  
 PHONE: (254) 300-4277  
 EMAIL: MCLENNANEM@RECOVERYHEALTHCARE.COM  
 FAX: (254) 313-1170

|  |     |
|--|-----|
| <b>Total Client's in lieu of Jail:</b> | 43  |
| <b>Total Indigent Client's:</b>        | 31  |
| <b>Total Double Client's:</b>          | 22  |
| <b>Client's:</b>                       | 311 |
| <b>Total Client's:</b>                 | 333 |

| <u>GPS Totals:</u>    |    |
|-----------------------|----|
| <b>Sheriff:</b>       | 43 |
| <b>CSCD:</b>          | 2  |
| <b>COB:</b>           | 19 |
| <b>Felony:</b>        | 0  |
| <b>Other:</b>         | 2  |
| <b>PTIP:</b>          | 0  |
| <b>Child Support:</b> | 0  |
| <b>Total Clients:</b> | 66 |

| <u>SCRAM CAM Totals:</u> |    |
|--------------------------|----|
| <b>Sheriff:</b>          | 2  |
| <b>CSCD:</b>             | 17 |
| <b>COB:</b>              | 0  |
| <b>Felony:</b>           | 0  |
| <b>Other:</b>            | 7  |
| <b>PTIP:</b>             | 7  |
| <b>Child Support:</b>    | 0  |
| <b>Total Clients:</b>    | 33 |

| <u>SCRAM Remote Breath Totals:</u> |    |
|------------------------------------|----|
| <b>Sheriff:</b>                    | 5  |
| <b>CSCD:</b>                       | 24 |
| <b>COB:</b>                        | 0  |
| <b>Felony:</b>                     | 0  |
| <b>Other:</b>                      | 5  |
| <b>PTIP:</b>                       | 41 |
| <b>Child Support:</b>              | 0  |
| <b>Total Clients:</b>              | 75 |

| <u>Soberlink Totals:</u> |   |
|--------------------------|---|
| <b>Sheriff:</b>          | 0 |
| <b>CSCD:</b>             | 5 |
| <b>COB:</b>              | 0 |
| <b>Felony:</b>           | 0 |
| <b>Other:</b>            | 2 |
| <b>PTIP:</b>             | 1 |
| <b>Child Support:</b>    | 0 |
| <b>Total Clients:</b>    | 8 |

| <u>Drug Patch Totals:</u> |    |
|---------------------------|----|
| <b>Sheriff:</b>           | 17 |
| <b>CSCD:</b>              | 9  |
| <b>COB:</b>               | 0  |
| <b>Felony:</b>            | 0  |
| <b>Other:</b>             | 1  |
| <b>PTIP:</b>              | 6  |
| <b>Child Support:</b>     | 0  |
| <b>Total Clients:</b>     | 33 |

| <u>UA Totals:</u>     |    |
|-----------------------|----|
| <b>Sheriff:</b>       | 2  |
| <b>CSCD:</b>          | 0  |
| <b>COB:</b>           | 3  |
| <b>Felony:</b>        | 0  |
| <b>Other:</b>         | 0  |
| <b>PTIP:</b>          | 91 |
| <b>Child Support:</b> | 0  |
| <b>Total Clients:</b> | 96 |

| <u>Judge Totals: (House Arrest Only)</u> |    |                               |   |
|--|----|-------------------------------|---|
| <u>Judge Cates</u>                       |    | <u>Judge Freeman</u>          |   |
| <b>GPS</b>                               | 39 | <b>GPS</b>                    | 4 |
| <b>SCRAM CAM</b>                         | 2  | <b>SCRAM CAM</b>              | 0 |
| <b>SCRAM RB</b>                          | 4  | <b>SCRAM RB</b>               | 0 |
| <b>Soberlink</b>                         | 0  | <b>Soberlink</b>              | 0 |
| <b>Drug Patch</b>                        | 15 | <b>Drug Patch</b>             | 1 |
| <b>UA</b>                                | 3  | <b>UA</b>                     | 0 |
| <b>Indigent</b>                          | 27 | <b>Indigent</b>               | 4 |
| <b>Total in lieu of Jail:</b>            | 39 | <b>Total in lieu of Jail:</b> | 4 |
| <b>Double:</b>                           | 21 | <b>Double:</b>                | 1 |

## GPS Clients:

### Judge Cates:

| <u>Clients:</u>            | <u>Client ID #:</u> | <u>Enrollment:</u> | <u>Status:</u> | <u>Extra:</u> | <u>Specifications:</u> | <u>PO Date:</u> | <u>LO Date:</u> |
|----------------------------|---------------------|--------------------|----------------|---------------|------------------------|-----------------|-----------------|
| Barrientos, Jose M         | 2079366613          | 12/11/2015         |                |               |                        | 2/7/2016        | 2/13/2016       |
| Bates, Billy J             | 2079366461          | 12/7/2015          | Indigent       |               |                        | 3/14/2016       | 3/20/2016       |
| Beard, Patrick W           | 2079364375          | 10/15/2015         |                | Scram RB      |                        | 5/18/2016       | 5/24/2016       |
| Bell, Dereck L             | 2079345364          | 10/30/2015         | Indigent       | DP            |                        | 2/16/2016       | 2/22/2016       |
| Brawley, John              | 2079325101          | 11/19/2015         | Indigent       | DP            |                        | 2/15/2016       | 2/21/2016       |
| Brown, Antonio Jr.         | 2079364416          | 10/16/2015         |                |               |                        | 1/16/2016       | 1/24/2016       |
| Cardona, Arturo            | 2079335444          | 11/6/2015          |                |               |                        | 3/26/2016       | 3/28/2016       |
| Chase, Maurice A           | 2079365731          | 11/16/2015         |                | DP            |                        | 2/12/2016       | 2/19/2016       |
| Degrade, Dennis            | 2079366027          | 11/23/2015         |                | UA            |                        | 2/19/2016       | 2/25/2016       |
| Diaz, Anthony M            | 2079366631          | 12/11/2015         |                |               |                        | 3/7/2016        | 3/14/2016       |
| Galbert, Tori R            | 2079345989          | 11/20/2015         | Indigent       | DP            |                        | 1/29/2016       | 2/5/2016        |
| Green, Earvin J            | 2079366342          | 12/3/2015          |                | UA            |                        | 1/29/2016       | 2/4/2016        |
| Hamilton, Logan N          | 2079366541          | 12/17/2015         | Indigent       | DP            |                        | 3/14/2016       | 3/20/2016       |
| Hampton, Willie L          | 2079364483          | 10/22/2015         | Indigent       | DP            |                        | 1/15/2016       | 1/21/2016       |
| Harrison, Kristi R         | 2079367276          | 12/31/2015         | Indigent       | DP            |                        | 3/28/2016       | 4/4/2016        |
| Henderson, Kenneth R       | 2079363830          | 10/1/2015          | Indigent       | DP            |                        | 1/2/2016        | 1/8/2016        |
| Hocking, Kimberly A        | 2079366609          | 12/10/2015         | Indigent       |               |                        | 2/20/2016       | 2/26/2016       |
| Hopkins, Ryan K            | 2079364359          | 10/15/2015         | Indigent       | DP            |                        | 1/11/2016       | 1/11/2016       |
| Hubbard, Jimmy F           | 2079366370          | 12/3/2015          | Indigent       |               |                        | 2/14/2016       | 2/20/2016       |
| Ivy, Zachary N             | 2079366357          | 12/3/2015          | Indigent       | UA            |                        | 1/14/2016       | 1/20/2016       |
| Jenkins, Tanayia V         | 2079355578          | 12/18/2015         |                |               |                        | 3/15/2016       | 3/21/2016       |
| Johnson, Chaya L           | 2079351298          | 12/3/2015          | Indigent       |               |                        | 2/26/2016       | 3/4/2016        |
| Johnson, Leonard C         | 2079365896          | 11/19/2015         | Indigent       |               |                        | 2/15/2016       | 2/21/2016       |
| McCullough, Terry          | 2079350371          | 11/13/2015         | Indigent       | UA            |                        | 12/25/2015      | 1/2/2016        |
| Morris, Brandi L           | 2079366144          | 11/25/2015         | Indigent       | DP/ Scram RB  |                        | 2/1/2016        | 2/11/2016       |
| Moseley, Benson L          | 2079366371          | 12/3/2015          |                | DP            |                        | 2/13/2016       | 2/20/2016       |
| Nunn, Brent L              | 2079365252          | 11/4/2015          | Indigent       | DP            |                        | 1/15/2016       | 1/22/2016       |
| Pasgas-Torres, Arturo      | 2079365460          | 11/9/2015          | Indigent       | Scram RB      |                        | 1/21/2016       | 1/31/2016       |
| Pastrana, Matthew E        | 2079364927          | 10/29/2015         | Indigent       | DP            |                        | 1/25/2016       | 1/31/2016       |
| Pullen, Jory W             | 2079365642          | 11/12/2015         | Indigent       |               |                        | 1/9/2016        | 1/15/2016       |
| Rice, Gevin D              | 2079345416          | 10/23/2015         | Indigent       | DP            |                        | 1/29/2016       | 2/13/2016       |
| Rosales, Joe T             | 2079354629          | 12/2/2015          | Indigent       |               |                        | 1/28/2016       | 2/3/2016        |
| Ryals, Kevin W             | 2079365644          | 11/12/2015         |                | DP            |                        | 3/14/2016       | 3/21/2016       |
| Salazar, Felipe            | 2079363563          | 9/24/2015          |                | DP/ Scram RB  |                        | 3/23/2016       | 4/2/2016        |
| Stover, Robert N           | 2079363829          | 10/1/2015          | Indigent       |               |                        | 12/28/2015      | 1/3/2016        |
| Sullivan, Christopher Kirk | 2079365319          | 11/5/2015          | Indigent       |               |                        | 1/30/2016       | 2/5/2016        |
| Taylor, James E            | 2079366359          | 12/3/2015          | Indigent       | DP            |                        | 1/8/2016        | 1/14/2016       |
| Thompson, Anissa           | 2079363841          | 10/1/2015          | Indigent       |               |                        | 1/13/2016       | 1/20/2016       |
| Walton, Lazarea T          | 2079343904          | 12/11/2015         | Indigent       | UA            |                        | 2/19/2016       | 2/28/2016       |

### Judge Freeman:

| <u>Clients:</u>    | <u>Client ID #:</u> | <u>Enrollment:</u> | <u>Status:</u> | <u>Extra:</u> | <u>Specifications:</u> | <u>PO Date:</u> | <u>LO Date:</u> |
|--------------------|---------------------|--------------------|----------------|---------------|------------------------|-----------------|-----------------|
| Franklin, Jaimee C | 2079367274          | 12/31/2015         | Indigent       |               |                        | 2/12/2016       | 2/18/2016       |
| Guinn, Scotty C    | 2079365955          | 11/20/2015         | Indigent       | DP            |                        | 1/6/2016        | 1/8/2016        |
| Hardin, Justin C   | 2079344862          | 12/18/2015         | Indigent       |               |                        | 4/18/2016       | 4/17/2016       |

Ridings, Lisa A

2079366347 12/3/2015 Indigent

1/14/2016 1/20/2016

### Other Clients:

| <u>Clients:</u>        | <u>Client ID #:</u> | <u>Felony:</u>     |                | <u>Extra:</u> | <u>Specifications:</u> | <u>PO Date:</u> | <u>LO Date:</u> |
|------------------------|---------------------|--------------------|----------------|---------------|------------------------|-----------------|-----------------|
|                        |                     | <u>Enrollment:</u> | <u>Status:</u> |               |                        |                 |                 |
| Elston, Scottie L      | 2079366507          | 12/8/2015          |                |               |                        | 1/20/2016       | 1/20/2016       |
| Patterson, Sharonica S | 2079365741          | 11/16/2015         | Indigent       |               |                        | 2/6/2016        | 2/6/2016        |

| <u>Clients:</u>      | <u>Client ID #:</u> | <u>Condition of Bond:</u> |                | <u>Extra:</u> | <u>Specifications:</u> | <u>PO Date:</u> | <u>LO Date:</u> |
|----------------------|---------------------|---------------------------|----------------|---------------|------------------------|-----------------|-----------------|
|                      |                     | <u>Enrollment:</u>        | <u>Status:</u> |               |                        |                 |                 |
| Arnold, Jay          | 2079337597          | 1/6/2014                  |                |               |                        |                 |                 |
| Cantu Jr., Richard   | 2079359625          | 7/21/2015                 |                |               |                        |                 |                 |
| Cavazos, Rene        | 2079359914          | 6/20/2015                 |                |               |                        |                 |                 |
| Davis, Michael J     | 2079362041          | 8/14/2015                 | Indigent       |               |                        |                 |                 |
| Guajardo, Juan R     | 2079347809          | 8/11/2014                 |                |               |                        |                 |                 |
| Holmes, Roxanna      | 2079362406          | 8/25/2015                 |                |               |                        |                 |                 |
| Love, James E        | 2079362011          | 8/14/2015                 |                |               |                        |                 |                 |
| Martinez, David R    | 2079359018          | 6/1/2015                  |                |               |                        |                 |                 |
| McAlister, Cory D    | 2079365798          | 11/17/2015                |                |               |                        |                 |                 |
| Mitchell, Marshall   | 2079359287          | 6/6/2015                  |                |               |                        |                 |                 |
| Piikington, Marcus R | 2079365127          | 11/2/2015                 |                |               |                        |                 |                 |
| Reeves, Owen         | 2079359902          | 6/19/2015                 |                |               |                        |                 |                 |
| Rudolph, James       | 2079359670          | 6/15/2015                 |                |               |                        |                 |                 |
| Sessions, Kaleigh A  | 2079364350          | 10/14/2015                | Indigent       |               |                        |                 |                 |
| Smith, Kyle          | 2079359798          | 6/17/2015                 |                |               |                        |                 |                 |
| Stone, Hazen         | 2079361215          | 7/24/2015                 |                |               |                        |                 |                 |
| Tunas, Ovidiu        | 2079357373          | 5/22/2015                 |                |               |                        |                 |                 |
| White, Phillip R     | 2079366689          | 12/14/2015                |                |               |                        |                 |                 |
| Williams, Keithen    | 2079362727          | 9/3/2015                  | Indigent       |               |                        |                 |                 |

### CSCD:

**\*\*No Payout/Layout Dates\*\***

Judge:

PO:

|                    |            |            |
|--------------------|------------|------------|
| Nelson, Joyce J    | 2079344370 | 11/19/2015 |
| Ramirez, Charles A | 2079361821 | 10/22/2015 |

### Out of State:

|                     |            |            |             |
|---------------------|------------|------------|-------------|
| Longoria, Andrew J  | 2079364498 | 10/19/2015 | Bell County |
| Moore, Anjeanette R | 2079366946 | 12/18/2015 | Bell County |

### Judge Holmes:

## SCRAM Clients:

### Sheriff:

#### Judge Cates:

| <u>Clients:</u>       |            | <u>Enrollment:</u> | <u>Status:</u> | <u>Extra:</u> | <u>Specifications:</u> | <u>PO Date:</u> | <u>LO Date:</u> |
|-----------------------|------------|--------------------|----------------|---------------|------------------------|-----------------|-----------------|
| Beard, Patrick W      | 2079364375 | 10/15/2015         |                | Scram RB      |                        | 5/18/2016       | 5/24/2016       |
| Holubec, Dustin A     | 2079365890 | 11/19/2015         |                | Scram CAM     |                        | 1/1/2016        | 1/11/2016       |
| Morris, Brandi L      | 2079366144 | 11/25/2015         | Indigent       | DP/ Scram RB  |                        | 2/1/2016        | 2/11/2016       |
| Pasgas-Torres, Arturo | 2079365460 | 11/9/2015          | Indigent       | Scram RB      |                        | 1/21/2016       | 1/31/2016       |
| Salazar, Felipe       | 2079363563 | 9/24/2015          |                | DP/ Scram RB  |                        | 3/23/2016       | 4/2/2016        |
| St. John, Kandi       | 2079364653 | 10/22/2015         | Indigent       | Scram CAM     |                        | 3/18/2016       | 3/28/2016       |

#### Judge Freeman:

| <u>Clients:</u> |  | <u>Enrollment:</u> | <u>Status:</u> | <u>Extra:</u> | <u>Specifications:</u> | <u>PO Date:</u> | <u>LO Date:</u> |
|-----------------|--|--------------------|----------------|---------------|------------------------|-----------------|-----------------|
|-----------------|--|--------------------|----------------|---------------|------------------------|-----------------|-----------------|

## Other Clients:

| <u>Clients:</u>       |            | <u>Enrollment:</u> | <u>Status:</u> | <u>Extra:</u> | <u>Specifications:</u> | <u>PO Date:</u> | <u>LO Date:</u> |
|-----------------------|------------|--------------------|----------------|---------------|------------------------|-----------------|-----------------|
| Blanchard, Mark V     | 2079359068 | 11/17/2015         |                | Scram RB      | Coryell County         |                 |                 |
| Delaney, Kristen J    | 2079349262 | 11/6/2015          |                | Scram RB      |                        |                 |                 |
| Flanary Jr., Ronald E | 2079360286 | 11/24/2015         |                | Scram CAM     | Bell County            |                 |                 |
| Jackson, Gail         | 2079365713 | 11/16/2015         |                | Scram CAM     | Bell County            |                 |                 |
| Landham, Michelle F   | 2079363534 | 9/23/2015          |                | Scram RB      | Bell County            |                 |                 |
| Liendo Jr., Manuel    | 2079347316 | 9/23/2015          |                | Scram RB      |                        |                 |                 |
| Muncy, Mark L         | 2079361409 | 8/27/2015          |                | Scram CAM     | Bell County            |                 |                 |
| Ratcliff, Dee Ann     | 2079359241 | 6/5/2015           |                | Scram CAM     | Harris County          |                 |                 |
| Robb, Jonathan W      | 2079361944 | 8/13/2015          |                | Scram CAM     | Henderson County       |                 |                 |
| RODRIGUEZ, RONALD     | 2079349846 | 5/26/2015          |                | Scram CAM     |                        |                 |                 |
| SOMMERFELD, CHRISTOF  | 2079332807 | 4/23/2015          |                | Scram CAM     | Coryell County         |                 |                 |

## CAM

## RB

### CSCD:

### CSCD:

|                       |            |            |  |  |                     |            |            |
|-----------------------|------------|------------|--|--|---------------------|------------|------------|
| Bloom, Brandi         | 2079350888 | 1/14/2015  |  |  | Anthony, Jessica    | 2079360679 | 7/10/2015  |
| CABRALES, NATALIO     | 2079352372 | 9/25/2015  |  |  | Fisher, Demear      | 2079358002 | 10/19/2015 |
| Dunn, Patrick C       | 2079353858 | 12/11/2015 |  |  | Garcia, Michael A   | 2079343478 | 7/17/2015  |
| Enriquez-Jerez, Marco | 2079355514 | 12/28/2015 |  |  | Gomez, Mike         | 2079363827 | 10/1/2015  |
| Fischer, Jeremy       | 2079358774 | 8/26/2015  |  |  | Hall, Tyler C       | 2079345864 | 9/11/2015  |
| HOFFMAN, HESSTON      | 2079359811 | 6/18/2015  |  |  | Hardy, Taylor W     | 2079366372 | 12/3/2015  |
| Hyland Jr., Franz     | 2079355580 | 9/25/2015  |  |  | Hernandez, Emiliano | 2079354329 | 12/30/2015 |
| Matthews, Sammie G    | 2079345040 | 11/23/2015 |  |  | Johnson Jr., Robert | 2079350163 | 6/25/2015  |
| Matus, Keith          | 2079351230 | 3/17/2015  |  |  | Landrum, Alvin W    | 2079349134 | 10/1/2015  |
| Nelson, Joyce J       | 2079344370 | 11/19/2015 |  |  | Lebkowsky, Brett A  | 2079363894 | 10/2/2015  |

|                   |            |            |
|-------------------|------------|------------|
| Ramirez, Monica   | 2079332846 | 7/6/2015   |
| Resendez, Roberto | 2079347983 | 9/4/2015   |
| Sczesny, Johnna   | 2079349429 | 7/10/2015  |
| Symthe, Derek     | 2079357440 | 8/24/2015  |
| Taylor, Earl G    | 2079357075 | 12/17/2015 |
| Watson, Bradley   | 2079351438 | 7/16/2015  |
| York, Anna M      | 2079342587 | 10/2/2015  |

|                      |            |            |
|----------------------|------------|------------|
| Martinez, Rodrigo P  | 2079343577 | 8/21/2015  |
| Martinez, Salvador C | 2079362272 | 10/12/2015 |
| Moreno, Humberto     | 2079365197 | 12/18/2015 |
| Penney, Gerald L     | 2079359111 | 12/4/2015  |
| Rodriguez, Philica   | 2079349678 | 7/31/2015  |
| Smith, John          | 2079337227 | 12/19/2013 |
| Speights, Earnest R  | 4101972    | 12/23/2015 |
| Staas, Tyler D       | 28362333   | 11/16/2015 |
| Studer, Richard L    | 2079356349 | 7/7/2015   |
| Thigpen, Michael     | 2079343692 | 2/2/2015   |
| Tucker, Shane        | 2079357714 | 7/8/2015   |
| Vera, Juan B         | 2079360407 | 8/25/2015  |
| Wehunt, Jamie L      | 2079356970 | 8/27/2015  |
| Young, Terry L       | 2079366922 | 12/22/2015 |

**COB:**

## Soberlink Clients:

### Sheriff:

#### Judge Cates:

| <u>Clients:</u> | <u>Enrollment:</u> | <u>Status:</u> | <u>Extra:</u> | <u>Specifications:</u> | <u>PO Date:</u> | <u>LO Date:</u> |
|-----------------|--------------------|----------------|---------------|------------------------|-----------------|-----------------|
|-----------------|--------------------|----------------|---------------|------------------------|-----------------|-----------------|

#### Judge Freeman:

| <u>Clients:</u> | <u>Enrollment:</u> | <u>Status:</u> | <u>Extra:</u> | <u>Specifications:</u> | <u>PO Date:</u> | <u>LO Date:</u> |
|-----------------|--------------------|----------------|---------------|------------------------|-----------------|-----------------|
|-----------------|--------------------|----------------|---------------|------------------------|-----------------|-----------------|

## Other Clients:

| <u>Clients:</u> | <u>Enrollment:</u> | <u>Status:</u> | <u>Extra:</u> | <u>Specifications:</u> | <u>PO Date:</u> | <u>LO Date:</u> |
|-----------------|--------------------|----------------|---------------|------------------------|-----------------|-----------------|
|-----------------|--------------------|----------------|---------------|------------------------|-----------------|-----------------|

|                       |            |            |  |                      |  |  |
|-----------------------|------------|------------|--|----------------------|--|--|
| Enriquez-Jerez, Marco | 2079355514 | 4/21/2015  |  |                      |  |  |
| Fenner, Maisie C      | 2079361461 | 7/30/2016  |  | PTIP- Coryell County |  |  |
| Gomez, Pedro          | 2079352835 | 2/17/2015  |  |                      |  |  |
| Harris, Jonathon      | 2079354454 | 6/9/2015   |  |                      |  |  |
| Mitchell, Seth A      | 2079361547 | 10/7/2015  |  | Tarrant County       |  |  |
| Ramirez-Ramos, Daniel | 2079359419 | 12/16/2015 |  | SL Blue              |  |  |
| Tsuchiya, James       | 2079359943 | 6/22/2015  |  |                      |  |  |
| Vannatta, Trey J      | 2079364880 | 10/28/2015 |  |                      |  |  |

## Drug Patch Clients:

### Sheriff:

#### Judge Cates:

| <u>Clients:</u>      |            | <u>Enrollment:</u> | <u>Status:</u> | <u>Extra:</u> | <u>Specifications:</u> | <u>PO Date:</u> | <u>LO Date:</u> |
|----------------------|------------|--------------------|----------------|---------------|------------------------|-----------------|-----------------|
| Bell, Dereck L       | 2079345364 | 10/30/2015         | Indigent       | DP            |                        | 2/16/2016       | 2/22/2016       |
| Brawley, John        | 2079325101 | 11/19/2015         | Indigent       | DP            |                        | 2/15/2016       | 2/21/2016       |
| Chase, Maurice A     | 2079365731 | 11/16/2015         |                | DP            |                        | 2/12/2016       | 2/19/2016       |
| Galbert, Tori R      | 2079345989 | 11/20/2015         | Indigent       | DP            |                        | 1/29/2016       | 2/5/2016        |
| Hamilton, Logan N    | 2079366541 | 12/17/2015         | Indigent       | DP            |                        | 3/14/2016       | 3/20/2016       |
| Hampton, Willie L    | 2079364483 | 10/22/2015         | Indigent       | DP            |                        | 1/15/2016       | 1/21/2016       |
| Harrison, Kristi R   | 2079367276 | 12/31/2015         | Indigent       | DP            |                        | 3/28/2016       | 4/4/2016        |
| Henderson, Kenneth R | 2079363830 | 10/1/2015          | Indigent       | DP            |                        | 1/2/2016        | 1/8/2016        |
| Hopkins, Ryan K      | 2079364359 | 10/15/2015         | Indigent       | DP            |                        | 1/11/2016       | 1/11/2016       |
| Morris, Brandi L     | 2079366144 | 11/25/2015         | Indigent       | DP/ Scram RB  |                        | 2/1/2016        | 2/11/2016       |
| Moseley, Benson L    | 2079366371 | 12/3/2015          |                | DP            |                        | 2/13/2016       | 2/20/2016       |
| Pastrana, Matthew E  | 2079364927 | 10/29/2015         | Indigent       | DP            |                        | 1/25/2016       | 1/31/2016       |
| Rice, Gevin D        | 2079345416 | 10/23/2015         | Indigent       | DP            |                        | 1/29/2016       | 2/13/2016       |
| Ryals, Kevin W       | 2079365644 | 11/12/2015         |                | DP            |                        | 3/14/2016       | 3/21/2016       |
| Salazar, Felipe      | 2079363563 | 9/24/2015          |                | DP/ Scram RB  |                        | 3/23/2016       | 4/2/2016        |
| Taylor, James E      | 2079366359 | 12/3/2015          | Indigent       | DP            |                        | 1/8/2016        | 1/14/2016       |

#### Judge Freeman:

| <u>Clients:</u> |            | <u>Enrollment:</u> | <u>Status:</u> | <u>Extra:</u> | <u>Specifications:</u> | <u>PO Date:</u> | <u>LO Date:</u> |
|-----------------|------------|--------------------|----------------|---------------|------------------------|-----------------|-----------------|
| Guinn, Scotty C | 2079365955 | 11/20/2015         | Indigent       | DP            |                        | 1/6/2016        | 1/8/2016        |

### Other Clients:

| <u>Clients:</u>       |            | <u>Enrollment:</u> | <u>Status:</u> | <u>Extra:</u> | <u>Specifications:</u> | <u>PO Date:</u> | <u>LO Date:</u> |
|-----------------------|------------|--------------------|----------------|---------------|------------------------|-----------------|-----------------|
| Anderson, Casey A     | 2079343393 | 11/20/2015         |                |               |                        |                 |                 |
| Houk, Matthew P       | 2079345878 | 11/4/2015          |                |               |                        |                 |                 |
| Nauert, Courtney T    | 2079363104 | 9/11/2015          |                |               |                        |                 |                 |
| Oneal, Richard        | 2079366355 | 12/3/2015          |                |               |                        |                 |                 |
| Romero, Lorena N      | 2079353514 | 12/4/2015          |                |               |                        |                 |                 |
| Schafer, Robert I     | 2079364376 | 10/15/2015         |                |               |                        |                 |                 |
| Walker, Ann K         | 2079366133 | 11/25/2015         |                |               |                        |                 |                 |
| Williams, Alisha L    | 2079350042 | 9/18/2015          |                |               |                        |                 |                 |
| Wills, Randal W       | 2079359632 | 6/15/2015          |                |               |                        |                 |                 |
| Wilson, Christopher L | 2079366140 | 11/25/2015         |                |               |                        |                 |                 |

Milam County



## Double Clients:

### Sheriff:

#### Judge Cates:

| <u>Clients:</u>       |            | <u>Enrollment:</u> | <u>Status:</u> | <u>Extra:</u> | <u>Specifications:</u> | <u>PO Date:</u> | <u>LO Date:</u> |
|-----------------------|------------|--------------------|----------------|---------------|------------------------|-----------------|-----------------|
| Beard, Patrick W      | 2079364375 | 10/15/2015         |                | Scram RB      |                        | 5/18/2016       | 5/24/2016       |
| Bell, Dereck L        | 2079345364 | 10/30/2015         | Indigent       | DP            |                        | 2/16/2016       | 2/22/2016       |
| Brawley, John         | 2079325101 | 11/19/2015         | Indigent       | DP            |                        | 2/15/2016       | 2/21/2016       |
| Chase, Maurice A      | 2079365731 | 11/16/2015         |                | DP            |                        | 2/12/2016       | 2/19/2016       |
| Degrate, Dennis       | 2079366027 | 11/23/2015         |                | UA            |                        | 2/19/2016       | 2/25/2016       |
| Galbert, Tori R       | 2079345989 | 11/20/2015         | Indigent       | DP            |                        | 1/29/2016       | 2/5/2016        |
| Hamilton, Logan N     | 2079366541 | 12/17/2015         | Indigent       | DP            |                        | 3/14/2016       | 3/20/2016       |
| Hampton, Willie L     | 2079364483 | 10/22/2015         | Indigent       | DP            |                        | 1/15/2016       | 1/21/2016       |
| Harrison, Kristi R    | 2079367276 | 12/31/2015         | Indigent       | DP            |                        | 3/28/2016       | 4/4/2016        |
| Henderson, Kenneth R  | 2079363830 | 10/1/2015          | Indigent       | DP            |                        | 1/2/2016        | 1/8/2016        |
| Hopkins, Ryan K       | 2079364359 | 10/15/2015         | Indigent       | DP            |                        | 1/11/2016       | 1/11/2016       |
| McCullough, Terry     | 2079350371 | 11/13/2015         | Indigent       | UA            |                        | 12/25/2015      | 1/2/2016        |
| Morris, Brandi L      | 2079366144 | 11/25/2015         | Indigent       | DP/ Scram RB  |                        | 2/1/2016        | 2/11/2016       |
| Moseley, Benson L     | 2079366371 | 12/3/2015          |                | DP            |                        | 2/13/2016       | 2/20/2016       |
| Palacios, Onecino     | 2079344855 | 11/20/2015         | Indigent       | UA            |                        | 12/31/2015      | 1/2/2016        |
| Pasgas-Torres, Arturo | 2079365460 | 11/9/2015          | Indigent       | Scram RB      |                        | 1/21/2016       | 1/31/2016       |
| Pastrana, Matthew E   | 2079364927 | 10/29/2015         | Indigent       | DP            |                        | 1/25/2016       | 1/31/2016       |
| Rice, Gevin D         | 2079345416 | 10/23/2015         | Indigent       | DP            |                        | 1/29/2016       | 2/13/2016       |
| Ryals, Kevin W        | 2079365644 | 11/12/2015         |                | DP            |                        | 3/14/2016       | 3/21/2016       |
| Salazar, Felipe       | 2079363563 | 9/24/2015          |                | DP/ Scram RB  |                        | 3/23/2016       | 4/2/2016        |
| Taylor, James E       | 2079366359 | 12/3/2015          | Indigent       | DP            |                        | 1/8/2016        | 1/14/2016       |

#### Judge Freeman:

| <u>Clients:</u> |            | <u>Enrollment:</u> | <u>Status:</u> | <u>Extra:</u> | <u>Specifications:</u> | <u>PO Date:</u> | <u>LO Date:</u> |
|-----------------|------------|--------------------|----------------|---------------|------------------------|-----------------|-----------------|
| Guinn, Scotty C | 2079365955 | 11/20/2015         | Indigent       | DP            |                        | 1/6/2016        | 1/8/2016        |

## Other Clients:

## Pre Trial Intervention Program:

### GPS Clients:

### SCRAM RB Clients:

| <u>Name:</u> | <u>Client ID #:</u> | <u>Enrollment:</u> |            |
|--------------|---------------------|--------------------|------------|
|              | 2079354279          | 1/30/2015          | 1/30/2016  |
|              | 2079357362          | 4/17/2015          | 4/17/2016  |
|              | 2079365415          | 11/6/2015          | 5/4/2017   |
|              | 2079364875          | 10/28/2015         | 5/28/2016  |
|              | 2079359215          | 6/5/2015           | 9/5/2016   |
|              | 2079357547          | 4/22/2015          | 1/22/2016  |
|              | 2079366207          | 11/30/2015         | 5/30/2016  |
|              | 2079362315          | 8/21/2015          | 4/21/2016  |
|              | 2079360543          | 7/7/2015           | 7/7/2016   |
|              | 2079365788          | 11/17/2015         | 11/17/2016 |
|              | 2079365148          | 11/3/2015          | 5/3/2016   |
|              | 2079361875          | 8/31/2015          | 8/31/2016  |
|              | 2079361500          | 7/31/2015          | 4/30/2016  |
|              | 2079366705          | 12/14/2015         | 1/12/2016  |
|              | 2079358881          | 5/28/2015          | 8/28/2016  |
|              | 2079358552          | 5/19/2015          | 5/19/2016  |
|              | 2079352300          | 12/3/2014          | 12/3/2016  |
|              | 2079362192          | 8/19/2015          | 2/19/2016  |
|              | 2079363846          | 10/1/2015          | 10/1/2016  |
|              | 2079361550          | 8/3/2015           | 8/3/2016   |
|              | 2079364048          | 10/7/2015          | 4/7/2016   |
|              | 2079366062          | 11/24/2015         | 2/24/2016  |
|              | 2079360608          | 7/9/2015           | 4/9/2016   |
|              | 2079361997          | 8/14/2015          | 8/14/2016  |
|              | 2079364290          | 10/13/2015         | 4/13/2016  |
|              | 2079364989          | 10/29/2015         | 5/29/2016  |
|              | 2079357769          | 4/29/2015          | 4/29/2016  |
|              | 2079365950          | 11/20/2015         | 5/20/2016  |
|              | 2079366575          | 12/10/2015         | 12/10/2016 |
|              | 2079361342          | 7/28/2015          | 7/8/2016   |
|              | 2079364018          | 10/6/2015          | 10/6/2016  |
|              | 2079366936          | 12/18/2015         | 12/18/2016 |
|              | 2079360862          | 7/15/2015          | 4/15/2016  |
|              | 2079360183          | 6/26/2015          | 6/26/2016  |
|              | 2079364145          | 10/9/2015          | 10/9/2016  |
|              | 2079362960          | 9/8/2015           | 9/8/2016   |
|              | 2079359314          | 6/8/2015           | 3/8/2016   |
|              | 2079362029          | 8/14/2015          | 8/14/2016  |
|              | 2079366777          | 12/15/2015         | 3/15/2017  |
|              | 2079353248          | 1/2/2015           | 1/20/2016  |
|              | 2079360039          | 6/24/2015          | 2/24/2016  |

### SCRAM CAM Clients:

| <u>Name:</u> | <u>Client ID #:</u> | <u>Enrollment:</u> |           |
|--------------|---------------------|--------------------|-----------|
|              | 2079355750          | 3/11/2015          | 3/11/2016 |
|              | 2079357224          | 4/14/2015          | 1/14/2016 |

|            |           |            |
|------------|-----------|------------|
| 2079357781 | 9/11/2015 | 4/29/2016  |
| 2079353977 | 1/23/2015 | 1/23/2016  |
| 2079358098 | 12/4/2015 | 12/4/2016  |
| 2079355296 | 2/26/2015 | 2/26/2016  |
| 2079351353 | 11/7/2014 | 11/16/2016 |

### DP Clients:

| <u>Name:</u> | <u>Client ID #:</u> | <u>Enrollment:</u> |                           |            |
|--------------|---------------------|--------------------|---------------------------|------------|
|              | 2079367128          | 12/23/2015         | DP 1x - UA 1x Month Rer   | 12/23/2017 |
|              | 2079367050          | 12/22/2015         | DP for 10 days- UA 2x a f | 12/22/2017 |
|              | 2079364404          | 12/18/2015         | DP 1st 30 days- UA/DP R   | 12/18/2017 |
|              | 2079366298          | 12/2/2015          | DP 1st 2 weeks- UA 1x a   | 12/2/2017  |
|              | 2079364500          | 10/19/2015         | DP 6 Months- UA 2x a M    | 10/19/2017 |
|              | 2079361598          | 8/19/2015          | DP 6 Months- UA 1x a M    | 11/19/2016 |

### Soberlink Clients:

| <u>Name:</u> | <u>Client ID #:</u> | <u>Enrollment:</u> |                          |           |
|--------------|---------------------|--------------------|--------------------------|-----------|
|              | 2079356608          | 3/27/2015          | SoberLink/ UA 2x a Month | 3/27/2016 |

### UA Clients:

| <u>Name:</u> | <u>Client ID #:</u> | <u>Enrollment:</u> |                         |            |
|--------------|---------------------|--------------------|-------------------------|------------|
|              | 2079357290          | 4/15/2015          | 1x a Month              | 4/15/2016  |
|              | 2079358130          | 5/8/2015           | 1x a Month              | 5/8/2016   |
|              | 2079355239          | 2/25/2015          | 1x a Month              | 2/25/2016  |
|              | 2079357780          | 4/29/2015          | 1x a Month              | 4/29/2016  |
|              | 2079358306          | 5/13/2015          | 2x a Month              | 8/13/2016  |
|              | 2079366716          | 12/14/2015         | 1x a Month              | 6/14/2017  |
|              | 2079362701          | 9/1/2015           | 1x a Month              | 3/1/2017   |
|              | 2079361691          | 8/6/2015           | 2x-6 Months- 1x- Remai  | 2/7/2017   |
|              | 2079366093          | 11/24/2015         | 1x a Month              | 11/24/2016 |
|              | 2079360380          | 7/2/2015           | 2x- 6mths, 1x- 6mths    | 7/2/2016   |
|              | 2079357931          | 5/4/2015           | 2x a Month for 12 Montl | 5/4/2016   |
|              | 2079357096          | 4/10/2015          | 1x a Month              | 1/10/2016  |
|              | 2079351959          | 11/21/2014         | 1x a Month              | 11/21/2016 |
|              | 2079363696          | 9/28/2015          | 1x a Month              | 9/28/2017  |
|              | 2079365023          | 10/30/2015         | 2x a Month              | 10/30/2016 |
|              | 2079358625          | 5/21/2015          | 2x a Month              | 3/21/2016  |
|              | 2079358878          | 5/28/2015          | 2x- 6mths, 1x- 6mths    | 5/28/2016  |
|              | 2079360003          | 7/6/2015           | 2x- 12 Months- 1x remai | 7/6/2017   |
|              | 2079366768          | 12/15/2015         | 1x a Month              | 12/15/2016 |
|              | 2079358408          | 5/15/2015          | 1x a Month for 6 Month: | 10/15/2016 |
|              | 2079352456          | 10/19/2015         | 1x a Month              | 10/19/2017 |
|              | 2079354264          | 1/30/2015          | 2x- 6mths, 1x- 6mths    | 1/30/2016  |
|              | 2079347074          | 7/22/2014          | 1x a Month              | 1/22/2016  |
|              | 2079353131          | 12/29/2014         | 1x a Month              | 6/29/2016  |
|              | 2079366560          | 12/9/2015          | 1x a Month              | 12/9/2016  |
|              | 2079366727          | 12/14/2015         | 2x a Month              | 12/14/2017 |
|              | 2079358604          | 5/20/2015          | 1x a Month              | 5/20/2017  |
|              | 2079356348          | 3/24/2015          | 1x a Month              | 3/24/2016  |
|              | 2079365848          | 11/18/2015         | 1x a Month              | 11/18/2016 |
|              | 2079364844          | 10/27/2015         | 2x- 6mths, 1x- 6mths    | 10/27/2016 |
|              | 2079354617          | 2/9/2015           | UA 2x a Month for 18 M  | 2/9/2017   |

|            |            |                         |            |
|------------|------------|-------------------------|------------|
| 2079357027 | 4/9/2015   | 1x a Month              | 4/9/2016   |
| 2079357584 | 4/23/2015  | 2x a Month for 12 Mths- | 4/23/2017  |
| 2079357981 | 5/5/2015   | 2x a Month              | 5/5/2017   |
| 2079358321 | 5/13/2015  | 2x-6 Months- 1x- Remai  | 8/13/2016  |
| 2079356617 | 3/27/2015  | 2x a Month              | 6/27/2016  |
| 2079365807 | 11/17/2015 | 1x a Month              | 11/17/2016 |
| 2079358275 | 5/12/2015  | 1x a Month              | 5/12/2016  |
| 2079356037 | 3/18/2015  | 1x a Month              | 3/18/2016  |
| 2079366583 | 12/10/2015 | 1x a Month              | 3/10/2017  |
| 2079364587 | 10/21/2015 | 2x a Month              | 10/21/2016 |
| 2079366047 | 11/23/2015 | 1x a Month              | 11/23/2017 |
| 2079352968 | 12/19/2014 | 2x a Month              | 12/19/2016 |
| 2079357079 | 4/9/2015   | 2x-6 Months- 1x- Remai  | 7/9/2016   |
| 2079358311 | 5/13/2015  | 1x a Month              | 5/13/2016  |
| 2079362958 | 9/8/2015   | 2x a Month              | 9/8/2017   |
| 2079354509 | 2/5/2015   | 1x a Month              | 2/5/2016   |
| 2079357393 | 4/17/2015  | 1x a Month              | 4/17/2016  |
| 2079363879 | 10/1/2015  | 1x a Month              | 12/1/2016  |
| 2079362777 | 9/2/2015   | 1x a Month              | 9/2/2017   |
| 2079358846 | 5/27/2015  | 2x a Month              | 5/27/2016  |
| 2079359992 | 6/23/2015  | 2x a Month For 10 Mont  | 4/23/2016  |
| 2079354116 | 1/27/2015  | 1x a Month              | 1/27/2016  |
| 2079365235 | 11/4/2015  | 1x a Month              | 11/4/2016  |
| 2079366826 | 12/11/2015 | 1x a Month              | 12/11/2016 |
| 2079354774 | 2/12/2015  | 1x a Month              | 2/12/2016  |
| 2079364384 | 10/15/2015 | 1x a Month              | 3/23/2017  |
| 2079358073 | 5/7/2015   | 1x a Month              | 5/7/2016   |
| 2079366651 | 12/11/2015 | 1x a Month              | 12/11/2016 |
| 2079358885 | 5/28/2015  | 2x a Month for 9 Mths   | 2/28/2016  |
| 2079366305 | 12/2/2015  | 1x a Month              | 12/2/2016  |
| 2079355180 | 2/27/2015  | 1x a Month              | 2/27/2016  |
| 2079359935 | 6/22/2015  | 1x a Month for 18 Montl | 12/22/2016 |
| 2079364885 | 10/28/2015 | 2x a Month              | 1/28/2017  |
| 2079365305 | 11/5/2015  | 1x a Month              | 11/5/2017  |
| 2079364580 | 10/21/2015 | 1x a Month              | 10/21/2016 |
| 2079354423 | 2/4/2015   | 1x a Month              | 8/4/2016   |
| 2079366629 | 12/11/2015 | 1x a Month              | 12/11/2016 |
| 2079355194 | 2/24/2015  | 1x a Month              | 2/24/2016  |
| 2079366662 | 12/11/2015 | 1x a Month              | 12/11/2016 |
| 2079361731 | 8/7/2015   | 2x- 6mths, 1x- 9mths    | 11/7/2016  |
| 2079350443 | 10/16/2014 | 1x a Month              | 1/16/2016  |
| 2079354877 | 2/13/2015  | 1x a Month              | 2/13/2016  |
| 2079353205 | 12/31/2014 | 1x a Month              | 12/31/2015 |
| 2079354362 | 2/3/2015   | 1x a Month              | 2/3/2016   |
| 2079366202 | 11/30/2015 | 1x a Month              | 11/30/2016 |
| 2079361949 | 8/13/2015  | 1x a Month for 24 Montl | 8/13/2017  |
| 2079358042 | 5/6/2015   | 1x a Month              | 5/6/2016   |
| 2079358559 | 5/19/2015  | 1x a Month              | 5/19/2016  |
| 2079362270 | 8/21/2015  | 1x a Month              | 8/21/2016  |
| 2079358607 | 5/20/2015  | 2x-6 Months- 1x- Remai  | 5/20/2017  |
| 2079363503 | 9/23/2015  | 1x a Month              | 9/23/2016  |
| 2079367121 | 12/23/2015 | 1x a Month              | 12/23/2016 |
| 2079359028 | 6/1/2015   | 2x a Month for 12 Mths- | 9/1/2016   |
| 2079359325 | 6/8/2015   | 2x- 12 Months- 1x remai | 6/8/2017   |
| 2079353571 | 1/13/2015  | 1x a Month              | 1/13/2016  |
| 2079366400 | 12/4/2015  | 1x a Month              | 12/4/2016  |
| 2079353429 | 1/8/2015   | 2x- 6mths, 1x- 6mths    | 1/8/2016   |
| 2079356608 | 3/27/2015  | 2x a Month              | 6/27/2016  |
| 2079353358 | 1/7/2015   | 1x a Month              | 1/7/2016   |
| 2079358567 | 5/19/2015  | 1x a Month              | 5/19/2016  |

**Other Clients:**

**RB**

Severe, Daniel      2079358545      5/19/2015

**Scram CAM**

**SoberLink**

FILED: JAN 05 2016

J.A. ANDY HARWELL, County Clerk  
McLennan County, Texas  
By: KELLY FULLBRIGHT DEPUTY

**INFORMATION ONLY:**

**COMMISSIONERS COURT WORK SESSION:  
INFORMATION GATHERING, DISCUSSIONS, STATUS  
REPORTS / UPDATES AND / OR PRESENTATIONS ON  
ANY OR ALL OF THE ITEMS LISTED BELOW  
(NO ACTION WILL BE TAKEN BY THE COURT ON ITEMS  
PRESENTED IN THIS PART OF THE MEETING):**

**DISCUSSION RE: JURY PAY DONATION LIST**

On this the 5 day of January, 2016, came on for consideration the matter of *Commissioners Court Work Session*: Information gathering, discussions, status reports / updates and / or presentations on any or all of the items listed below (*no action will be taken by the Court on items presented in this part of the meeting*): Discussion / Suggestions regarding: *Future Work Session Items: Discussion re: Jury Pay Donation List*. The Court discussed the Jury Pay Donation List.

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ORDER OF THE MCLENNAN COUNTY COMMISSIONERS COURT  
SETTING JUROR PAY DONATION LIST

WHEREAS, Section 61.003 of the Texas Government Code requires that jurors be allowed the opportunity to donate juror pay/reimbursement; and

WHEREAS, said statute mandates the following donees:

- the compensation to victims of crime fund under Subchapter B, Chapter 56, Code of Criminal Procedure
- the child welfare, child protective services, or child services board of the county appointed under Section 264.005, Family Code, that serves abused and neglected children; and

WHEREAS, the statute allows a commissioners court to designate:

- any program selected by the commissioners court that is operated by a public or private nonprofit organization and that provides shelter and services to victims of family violence
- any other program that the commissioners court chooses; and

WHEREAS, the number of organizations requesting to be on the list continues to grow each year; and

WHEREAS, continuing to expand the list creates confusion for those wishing to donate, increases administrative costs and creates administrative issues, and dilutes the potential impact of the donations; and

WHEREAS, there is no fair way to determine which worthwhile organizations are and are not included on the list; and

WHEREAS, many of the organizations on the list or requesting to be on the list have no discernable or direct relationship to the court system or the victims of crimes; and

WHEREAS, given the nature of the other programs listed in the statute, and the relationship of juror pay to the justice system; it is proposed that the list be modified and reduced so as to concentrate on the betterment of the justice system, the court system, and the protection and assistance of victims of crimes and domestic abuse.

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF MCLENNAN COUNTY, TEXAS that:

1. Beginning effective \_\_\_\_\_, 2016, the list of organization to which jurors can donate jury pay will be as follows:

- Advocacy Center for Crime Victims and Children;

- Court Appointed Special Advocates for Children (CASA);
  - McLennan County Child Protective Services Advisory Board;
  - Family Abuse Center;
  - McLennan County Crime Victims Fund;
  - State Crime Victims Fund; and
  - McLennan County Dispute Resolution Center.
2. Additions will not be considered for a period of one year. To be considered, an organization must have as its primary purpose, and have an effective track record of: providing services to victims of crimes and/or domestic abuse, assisting children and persons with special needs in the judicial process; or providing a means of diversion of disputes from the courts. In no circumstance shall the total number of organizations on the list exceed 10.

**FILED: JAN 05 2016**

**J.A. "ANDY" HARWELL, County Clerk**  
McLennan County, Texas  
By: KELLY FULLBRIGHT DEPUTY

**ORDER ADJOURNING REGULAR SESSION**

On this the 5 day of January, 2016, at 10:32 o'clock a.m. County Judge Scott M. Felton announced that the meeting of January 5, 2016 is adjourned.

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**ITEMS DEFERRED, AGENDA, JANUARY 5, 2016**

On this the 5 day of January, 2016, upon motion made, seconded and duly passed by unanimous or majority vote, it is ordered by the Court that the following Items on the Agenda for January 5, 2016, be, and the same are hereby, deferred:

**III. CONSIDERATION OF, AND / OR ACTION ON, THE FOLLOWING:**

**C. ITEMS PREVIOUSLY DEFERRED:**

3. Regarding the Heart O'Texas Fair / Extraco Event Center:

b. Discussion and / or Action re: Internet Antenna Placement  
Request on Heart of Texas Fairground Tower

**G. REGARDING THE COUNTY BUDGET:** Amendment / Requests for  
Amendment and related Certification of Additional Revenue, if applicable  
Expenditure Request, Other Budgetary Requests.

**2. Regarding the FY16 Budget:**

f. Authorization of Expenditure Request: Constable, Precinct 1  
(re: Body Cameras)

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**APPROVAL OF MINUTES**

The above and foregoing minutes having been read in open Court and found to be correct, the same are hereby, approved this the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
**Kelly Snell,  
Commissioner Precinct 1**

\_\_\_\_\_  
**Lester Gibson,  
Commissioner Precinct 2**

\_\_\_\_\_  
**Will Jones,  
Commissioner Precinct 3**

\_\_\_\_\_  
**Ben Perry,  
Commissioner Precinct 4**

\_\_\_\_\_  
**Scott M. Felton,  
County Judge**

**ATTEST: J. A. "Andy" Harwell,  
McLennan County Clerk**

By \_\_\_\_\_ **Deputy County Clerk**  
**Myrce'tez Gowan**